



**Agenda**  
**Town Board Meeting**  
**Town of Lisbon, Town Hall**  
**Monday, March 9, 2020**  
**6:30 PM**

- 1. Roll Call.**
- 2. Pledge of Allegiance.**
- 3. Comments from citizens present.** Citizens are invited to share their questions, comments, or concerns with the Town Board. When speaking, citizens should state their name and address for the record and limit their presentation to three minutes. Where possible, the Board will answer factual questions immediately. If a response would involve discussion of Board policy or decisions, which might be of interest to citizens, not present at the meeting, the Board may place the item on a future meeting agenda.
- 4. Consent Agenda.** Items listed under the Consent Agenda are considered in one motion unless a Town Board member requests that an item be removed from the Consent Agenda.
  - A. February 24 & March 2, 2020 Town Board meeting minutes
  - B. Operator's Licenses
  - C. Election Inspector Appointments
- 5. Approval of Bills.**
- 6. Announcements/Correspondence.**
  - Meeting Schedule
  - Village of Sussex 2040 Comprehensive Land Use Plan Map Amendment & Rezoning Public Hearings.
- 7. Department Reports - Presentation of activity statistics and recently attended meetings.**
  - Administrator
  - Clerk
  - Public Works Department
- 8. Supervisor's Reports** - This is an opportunity for Supervisors to report on respective Committees, Commissions, and Boards of which they serve as a member. Matters require no action or approval.
- 9. Unfinished Business.**
  - A. Discussion and necessary action on the Fire Department's 2019 Capital Projects Carryover requests.
  - B. Discussion and necessary action on the updated Town of Lisbon Employee Handbook.
  - C. Discussion and necessary action on the new Town of Lisbon Employee Benefits Manual.

**10. New Business.**

- A. Discussion and necessary action on the Wikoff Color Corporation Development Agreement.
- B. Discussion and necessary action to award the TID #1 Site Development Utility Extension Project Bid to Woleske Construction, in an amount not to exceed \$1,211,550.51.
- C. Discussion and necessary action on Resolution 07-20, Resolution Providing for the Sale of Approximately \$2,435,000 General Obligation Promissory Notes, Series 2020A.
- D. Discussion and necessary action on Resolution 08-20, Resolution Providing for the Sale of Approximately \$1,540,000 Taxable General Obligation Promissory Notes, Series 2020B.
- E. Discussion and necessary action on the 2020 Seasonal Portable Restroom Facilities.
- F. Discussion and necessary action on Town Hall staffing.

**11. Adjournment.**

Joseph Osterman  
Town Chairman

Gina C. Gresch, MMC/WCPC  
Town Administrator

**NOTE:** Individual members of the Town Board will be available after the meeting to discuss town related issues with citizens who are present.

**NOTE:** Please notify the Town of Lisbon 72 hours in advance if you plan to attend and will need an interpreter or assistive hearing device.

**NOTICE:** It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information: no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.



# REQUEST FOR CONSIDERATION

**COMMITTEE CONSIDERATION:** Town Board

**ITEM DESCRIPTION:** Consent Agenda Items

**PREPARED BY:** Gina C. Gresch, Administrator

**REPORT DATE:** Thursday, March 5, 2020

**RECOMMENDATION:**

Approval of the Consent Agenda items.

**EXPLANATION:**

**a. Town Board Meeting Minutes.**

February 24 & March 2, 2020 Town Board minutes

**b. Operator's Licenses.**

**CASEY'S GENERAL STORE**

Lorrie Lynn Erlitz

**c. Election Inspector Appointment**

Below is the list of Election Inspectors I recommend be appointed for the 2020-2021 term.

- Hafeezah Ahmad
- Gale Nelson
- Cheryl Stenzel.

I recommend approval of all of the Consent Agenda items.

**Minutes of the Town Board Meeting  
Town of Lisbon, Town Hall  
Monday, February 24, 2020  
6:30 PM**

Chairman Osterman called the Town Board meeting to order at 6:30 PM.

**Roll Call:** Present: Chairman Osterman, Supervisors Gamiño, Moonen, Plotecher and Beal. Also present: Gina Gresch, Town Administrator and Public Works Director Joe DeStefano, Jr.

**SPECIAL ORDER OF BUSINESS: Lake Country Municipal Court 2019 Review Presentation by Judge Tim Kay.**

Municipal Court Judge Tim Kay reviewed the Lake Country Municipal Courts activities. Town revenues were about \$106,000, down about \$50,000 due to changes in the overweight vehicle signages. The 2020 Budget is about \$370,000, all funded by citation revenues. For the last three years we've operated under budget and those monies are being put towards the new courthouse construction, which is moving to the old Sentry building in Oconomowoc.

**Comments from citizens present.** None.

**Sara Ponath, N51W14441 Jacklin Court**, Menomonee Falls, stated she is a candidate for the Waukesha County Circuit Court Judge Branch 5 seat.

**Consent Agenda.** Items listed under the Consent Agenda are considered in one motion unless a Town Board member requests that an item be removed from the Consent Agenda.

- A. February 10, 2020 Town Board meeting minutes
- B. Operator's Licenses
- C. Resolution 03-20, Resolution Authorizing the Submission of a Wisconsin Department of Transportation Facilities for Economic Assistance (TEA) Grant Application.

*Motion by Supervisor Plotecher to approve the Consent Agenda. Seconded by Supervisor Gamiño. Motion carried, 5-0.*

**Approval of Bills.**

*Motion by Supervisor Moonen to approve the February 20, 2020 check register as presented, for \$208,843.67. Seconded by Supervisor Gamiño. Motion carried, 5-0.*

**Announcements/Correspondence.**

- Meeting Schedule

Chairman Osterman reviewed the list of upcoming Town meetings.

## **Department Reports - Presentation of activity statistics and recently attended meetings.**

**Parks Department** – Supervisor Gamiño stated the Parks Department has been working on the ski trails and ice skating rink, helping DPW with snow removal operations, went to educational classes, taking summer field requests, set up, attended and cleaned up the Winterfest event and working on the upcoming Easter Egg event which is Saturday, April 4. Supervisor Beal asked how much the ski trails and ice skating rink are being used. Supervisor Gamiño stated she’s never asked but she will try and find out.

**Public Works Department** – Public Works Director Joe DeStefano gave an update about Maple Avenue reconstruction project. He stated the preconstruction meeting was last week, starting mid-March. DPW remodel coming along well. Compost Site hot topic. We are going to move it but it will probably be more of a mid to late summer move. Entrance will be paved with recycled asphalt and compact it, the summer sun can bond it. Snowplowing good so far, safe, efficient, right on target with salt. New compost site is the same amount of area, but square instead of rectangular. One entrance point for in/out and will be wide enough, at the farthest east side of the property.

**Administrator** – Election went well, had a 23% turnout. We’re already preparing for the April Spring and Presidential Preference Primary, which will have the 2<sup>nd</sup> largest turnout to the upcoming Presidential Election. We are getting on the average 10 Absentee Ballot Applications a day. Also, the number of election inspectors varies on the type of election, April and November will need more than the normal about.

### **Supervisor’s Reports.**

**Supervisor Beal** - Sanitary District meeting was last week and was contentious. Property owners are coming forward about the grinder pumps issue again. There were a lot of comments about the increased costs, mainly from those who haven’t been to meetings or understand what is going on. There hasn’t been any response from Sussex on the overcharged invoice.

### **Unfinished Business.**

#### **New Business.**

#### **Presentation by Washington County on Hillside and CTH Q Roundabout Funding Request.**

Scott Schmidt, Washington County Highway Commissioner gave a presentation about the project and asked the Town Board to consider contributing funding to the project. This intersection ranks fourth in crash sites in Washington County. They tried some inexpensive fixes first. SEWRPC and the DOT both agree that everything short of reconstruction has been tried and didn’t work.

He asked the Town Board to consider approving \$45,250 (max amount) in the 2023 budget, which is one-quarter of the total cost. The other one-quarter will hopefully be shared by the Village of Richfield and the rest by Washington County. If the project comes in under-budget, portions will be recalculated and refunded. Those who contribute to the funding will be involved in the design process and all weekly construction meetings. There will be more public information meetings, which the Town will be included in. If the project runs over the projected costs, Washington County will pick up the shortfall. Lisbon will not be asked for any more money than originally requested which is \$45,250. It's the fairest way.

There was further discussion about jake braking, tree removal landscaping and involving the existing house on the corner. Commissioner Schmidt stated the new asphalt will be in the same spot as it is now. The County does pay property owners \$1,000 for each tree removed from their property, but no further landscaping plans exist yet. Construction will take about three months, weather permitting. The existing house on the corner will not be demolished. Town Board members are concerned about all of the headlights shining in that person's house. Commissioner Schmidt stated the Town is responsible for the local right-of-way so the Town would have to cover those costs. If the Village of Richfield doesn't want to participate in the cost sharing, then either Washington County and/or Lisbon would pick up their share or the project could be cancelled all-together.

**Discussion and necessary action to award the 2020 Pavement Resurfacing Program bid to Payne & Dolan, in an amount not to exceed \$827,322.**

Public Works Director DeStefano stated bids were received and opened last week, in which Payne & Dolan came in as the lowest bidder out of three at \$827,322. It's a little higher than we thought but it isn't too far above what was anticipated. Neumann Companies is willing to help with any road repairs that have to be done due to their developments they are doing in Sussex. Plainview Road is ready to be repaired to the 25-year model on one part and the rest is regular mill and overlay. Joe isn't sure what came in a bit higher than we anticipated, oil is down but asphalt is up. It's about \$34,872 more than expected, which isn't much on \$800,000. But the project could still come in under-budget.

*Motion by Supervisor Moonen to award the 2020 Pavement Resurfacing Program bid to Payne & Dolan, in an amount not to exceed \$827,322. Seconded by Supervisor Gamiño. Motion carried, 5-0.*

**Resolution 05-20, Resolution Authorizing the Issuance and Sale of \$250,000 General Obligation Promissory Note.**

Administrator Gresch stated Treasurer Buchman has been working with Ehlers on the paperwork. Supervisor Moonen asked if the Town Attorney reviewed the resolution. Administrator Gresch stated no, but it was drafted by Quarrels and Brady.

*Motion by Supervisor Moonen to adopt Resolution 05-20, Resolution Authorizing the Issuance and Sale of \$250,000 General Obligation Promissory Note. Seconded by Supervisor Gamiño. Motion carried, 5-0.*

**Discussion and necessary action on the recommendation from Plan Commission on the request for the Town of Lisbon, for a four-lot Certified Survey Map for the property located at N63W22039 County Road F, LSBT 0241.999, known as the Lied's Property.**

Administrator Gresch stated the CSM has been approved by Plan Commission and Town Board before, but changes were made before it was recorded. This is the updated version and has already been approved by the Plan Commission.

*Motion by Chairman Osterman to approve the recommendation from Plan Commission on the request for the Town of Lisbon, for a four-lot Certified Survey Map for the property located at N63W22039 County Road F, LSBT 0241.999, known as the Lied's Property. Seconded by Supervisor Moonen. Motion carried, 5-0.*

**Adjournment.**

*Motion by Supervisor Gamiño to adjourn the Monday, February 24, 2020 Town Board of Supervisors meeting at 7:29 PM. Seconded by Supervisor Beal. Motion carried, 5-0.*

Respectfully submitted,

Gina C. Gresch, MMC/WCPC  
Town of Lisbon Administrator

**Minutes of the Town Board Meeting  
Town of Lisbon, Town Hall  
Monday, March 2, 2020  
6:30 PM**

Chairman Osterman called the Town Board meeting to order at 6:32 PM.

**Roll Call:** Present: Chairman Osterman, Supervisors Gamiño, Moonen and Beal. Also present: Gina Gresch, Town Administrator. Absent: Supervisor Plotecher.

**New Business.**

**Discussion and necessary action on Resolution 06-20, Resolution Approving Revised Cooperative Plan with the Village of Merton.**

*Motion by Supervisor Beal to adopt Resolution 06-20, Resolution Approving Revised Cooperative Plan with the Village of Merton. Seconded by Supervisor Moonen. Motion carried, 4-0.*

**Adjournment.**

*Motion by Supervisor Gamiño to adjourn the Monday, March 2, 2020 Town Board of Supervisors meeting at 6:35 PM. Seconded by Supervisor Beal. Motion carried, 4-0.*

Respectfully submitted,

Gina C. Gresch, MMC/WCPC  
Town of Lisbon Administrator

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>AARONIN STEEL SALES INC</b>						
3	AARONIN STEEL SALES INC	62798	STEEL PLATE - REMODEL	02/24/2020	39.00	70-533-570-8000 BUILDING IMPROVMENTS - HIGHWAY
Total AARONIN STEEL SALES INC:					39.00	
<b>ALADTEC INC.</b>						
25	ALADTEC INC.	2020-0595	Q2 EE SCHEDULING SOFTWARE	03/02/2020	1,087.75	10-522-530-4400 CONTRACTED SERVICES - FD
Total ALADTEC INC.:					1,087.75	
<b>BOUND TREE MEDICAL LLC</b>						
130	BOUND TREE MEDICAL LLC	83508618	MISC MEDICAL SUPPLIES AMBO	02/14/2020	308.97	10-523-530-3860 MEDICAL SUPPLIES - AMBO
Total BOUND TREE MEDICAL LLC:					308.97	
<b>BUELOW VETTER BUIKEMA OLSON &amp;</b>						
145	BUELOW VETTER BUIKEMA OL	MARCH 2020	GENERAL LABOR ATTY	03/05/2020	88.50	10-518-530-4130 LABOR ATTY - ALL BUT FD
Total BUELOW VETTER BUIKEMA OLSON &:					88.50	
<b>CASEY'S GENERAL STORES</b>						
2679	CASEY'S GENERAL STORES	C110-19-5	BOND REFUND - CASEY'S CSM#4061	02/28/2020	5,000.00	10-200-230-1000 SPECIAL DEPOSITS
Total CASEY'S GENERAL STORES:					5,000.00	
<b>COMPASS MINERALS AMERICA</b>						
194	COMPASS MINERALS AMERICA	600115	108.46 TON ROAD SALT DELIVERED	02/20/2020	8,033.63	10-542-530-3530 SALT - HIGHWAY
194	COMPASS MINERALS AMERICA	603561	85.69 TON ROAD SALT DELIVERED	02/27/2020	6,347.06	10-542-530-3530 SALT - HIGHWAY
Total COMPASS MINERALS AMERICA:					14,380.69	
<b>DEMLANG BUILDERS</b>						
911	DEMLANG BUILDERS	S360-19-17	BOND REFUND - HAUSHALTER LOT#8	02/28/2020	2,500.00	10-200-230-1000 SPECIAL DEPOSITS
Total DEMLANG BUILDERS:					2,500.00	
<b>DIETRICH VANDERWAAL, S.C.</b>						
2651	DIETRICH VANDERWAAL, S.C.	1907	LANNON & MERTON COOPERATIVE P	03/03/2020	2,667.50	10-511-530-8000 INCORPORATION EFFORTS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total DIETRICH VANDERWAAL, S.C.:					2,667.50	
<b>ESPIRE HOMES, INC.</b>						
2623	ESPIRE HOMES, INC.	S210-19-14	BOND REFUND - MOTTLE 11/2	02/28/2020	2,320.00	10-200-230-1000 SPECIAL DEPOSITS
Total ESPIRE HOMES, INC.:					2,320.00	
<b>FALLS AUTO PARTS &amp; SUPPLIES</b>						
307	FALLS AUTO PARTS & SUPPLIE	596093	OIL FILTERS AMBO #51 & 52	02/25/2020	25.53	10-523-530-5500 MAINTENANCE - AMBO
307	FALLS AUTO PARTS & SUPPLIE	596175	EXHAUST REPAIR PARTS TRK#16	02/27/2020	60.88	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
307	FALLS AUTO PARTS & SUPPLIE	596296	FILTERS FOR TRK#4	03/02/2020	100.78	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
307	FALLS AUTO PARTS & SUPPLIE	596299	SOCKETS FOR TOOL BOX	03/02/2020	54.22	10-533-530-3150 SHOP TOOLS - HIGHWAY
307	FALLS AUTO PARTS & SUPPLIE	596302	SOCKETS FOR TOOL BOX	03/02/2020	3.49	10-533-530-3150 SHOP TOOLS - HIGHWAY
Total FALLS AUTO PARTS & SUPPLIES:					244.90	
<b>FLEMING'S FIRE 1 INC.</b>						
330	FLEMING'S FIRE 1 INC.	114593	ANNUAL FIRE EXT INSPECTION - PAR	02/01/2020	50.95	10-552-530-5200 FACILITY MAINTENANCE - PARKS
330	FLEMING'S FIRE 1 INC.	114877	ANNUAL FIRE EXT INSPECT - TOWN H	03/01/2020	35.95	10-516-530-5210 BLDG MAINTENANCE - TOWN HALL
Total FLEMING'S FIRE 1 INC.:					86.90	
<b>GRAY'S INC.</b>						
395	GRAY'S INC.	36142	PLOW BLADE SET CORNER SHOES	02/19/2020	348.00	10-552-530-5410 EQUIP MAINTENANCE - PARKS
Total GRAY'S INC.:					348.00	
<b>GROTA APPRAISALS LLC</b>						
405	GROTA APPRAISALS LLC	1098	ANNUAL ASSESSMENT WORK - MARC	03/01/2020	3,150.00	10-515-530-4400 CONTRACTED SERVICES - ASSESSOR
Total GROTA APPRAISALS LLC:					3,150.00	
<b>HYDROCLEAN EQUIPMENT INC</b>						
451	HYDROCLEAN EQUIPMENT INC	02988	ANNUAL SRVC PRESSURE WASHER	02/25/2020	148.70	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
Total HYDROCLEAN EQUIPMENT INC:					148.70	
<b>ITU ABSORB TECH INC.</b>						
469	ITU ABSORB TECH INC.	7425922	MATS & RUGS TOWN HALL	03/02/2020	72.72	10-516-530-4400 CONTRACTED SVS -TOWN HALL

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total ITU ABSORB TECH INC.:					72.72	
<b>JOHN GREITEN</b>						
400	JOHN GREITEN	REIMB CC	PART TO FIX MATTRACKS	02/20/2020	191.18	10-552-530-5410 EQUIP MAINTENANCE - PARKS
Total JOHN GREITEN:					191.18	
<b>KUNKEL ENGINEERING GROUP</b>						
370	KUNKEL ENGINEERING GROUP	0239987	2020 PAVEMENT RESURFACING PRG	02/13/2020	6,095.00	70-533-570-8100 EQUIPMENT - HIGHWAY
370	KUNKEL ENGINEERING GROUP	0240000	PAULINE HAASS LOC & DA RVW	02/13/2020	1,120.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	0240000	PRSV HARVST RDG INSPECT & COM	02/13/2020	985.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	0240000	HILLSIDE RDG PREPLAT RVW	02/13/2020	620.00	10-563-530-4350 ENGINEER - PC - REIMB
370	KUNKEL ENGINEERING GROUP	0240000	CENSUS MAPPING	02/13/2020	1,954.50	10-563-530-4375 ENGINEER - PC - NON-REIMB
370	KUNKEL ENGINEERING GROUP	0240000	MS4 COMPLIANCE	02/13/2020	240.00	90-563-530-4400 ENGINEERING CONSULTANT - SW
370	KUNKEL ENGINEERING GROUP	0240000	HARVST RDG LOTS 10,13,15 CRISPIN	02/13/2020	750.00	90-533-530-6600 CULVERT MATERIALS - SW
370	KUNKEL ENGINEERING GROUP	0240032	TID #1 - ENGINEERING - LIED'S	02/24/2020	18,975.00	65-561-530-3100 TID #1 - ENGINEERING
370	KUNKEL ENGINEERING GROUP	0240033	TID #1 - ENGINEERING -TEA GRANT	02/13/2020	390.00	65-561-530-3100 TID #1 - ENGINEERING
Total KUNKEL ENGINEERING GROUP:					31,129.50	
<b>LANSER PUBLIC AFFAIRS, LLC</b>						
2615	LANSER PUBLIC AFFAIRS, LLC	FEB 2020	LANSER PUBLIC AFFAIRS MONTHLY	02/10/2020	1,000.00	10-511-530-8000 INCORPORATION EFFORTS
Total LANSER PUBLIC AFFAIRS, LLC:					1,000.00	
<b>LISBON SANITARY DISTRICT #1</b>						
575	LISBON SANITARY DISTRICT #1	JAN 2020	SEWER FLOW FROM SUSSEX	02/19/2020	58.81	10-522-530-7250 SEWER FLOW SUSSEX - FD
Total LISBON SANITARY DISTRICT #1:					58.81	
<b>MENARDS -- PEWAUKEE</b>						
607	MENARDS -- PEWAUKEE	59669	SUPPLIES FOR DPW REMODEL	02/20/2020	708.59	70-533-570-8000 BUILDING IMPROVMENTS - HIGHWAY
607	MENARDS -- PEWAUKEE	59703	SUPPLIES FOR DPW REMODEL	02/21/2020	140.83	70-533-570-8000 BUILDING IMPROVMENTS - HIGHWAY
607	MENARDS -- PEWAUKEE	59869	SIDING TO REPAIR DOORWAY	02/24/2020	28.45	10-552-530-5200 FACILITY MAINTENANCE - PARKS
607	MENARDS -- PEWAUKEE	59871	FRIDGE & SUPPLIES - REMODEL	02/24/2020	755.18	70-533-570-8000 BUILDING IMPROVMENTS - HIGHWAY
607	MENARDS -- PEWAUKEE	60064	SUPPLIES FOR DPW REMODEL	02/28/2020	81.66	70-533-570-8000 BUILDING IMPROVMENTS - HIGHWAY
Total MENARDS -- PEWAUKEE:					1,714.71	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>MERRY MAIDS</b>						
612	MERRY MAIDS	72079963/4	TOWN HALL CLEANING - FEB 1WK	03/02/2020	109.00	10-516-530-4400 CONTRACTED SVS -TOWN HALL
612	MERRY MAIDS	72079963/4	TOWN HALL CLEANING - FEB 2 WK	03/02/2020	109.00	10-516-530-4400 CONTRACTED SVS -TOWN HALL
Total MERRY MAIDS:					218.00	
<b>MILWAUKEE AREA TECHNICAL</b>						
634	MILWAUKEE AREA TECHNICAL	59772	PARAMEDIC TUITION - CHAMBLISS	02/17/2020	4,020.50	10-522-530-7700 EDUCATION - FD
Total MILWAUKEE AREA TECHNICAL:					4,020.50	
<b>MILWAUKEE SPRING &amp; ALIGNMENT</b>						
633	MILWAUKEE SPRING & ALIGNM	41275	REAR SPRING INSTALLED TRK#1	03/02/2020	921.68	10-533-530-5500 VEHICLE MAINTENANCE - HIGHWAY
Total MILWAUKEE SPRING & ALIGNMENT:					921.68	
<b>MONROE TRUCK EQUIPMENT</b>						
643	MONROE TRUCK EQUIPMENT	822510	SPINNER MOTORS FOR SALTERS	02/28/2020	501.48	10-533-530-5410 EQUIP MAINTENANCE - HIGHWAY
Total MONROE TRUCK EQUIPMENT:					501.48	
<b>NEU'S BUILDING CENTER INC.</b>						
672	NEU'S BUILDING CENTER INC.	4075170	CHAIN SAW PARTS FILES CHAINS	03/03/2020	90.74	10-552-530-5410 EQUIP MAINTENANCE - PARKS
Total NEU'S BUILDING CENTER INC.:					90.74	
<b>OFFICE COPYING EQUIPMENT LTD</b>						
686	OFFICE COPYING EQUIPMENT	AR108468	FD-COPIER LEASE-RICHMOND-FEB	02/29/2020	98.09	10-522-530-4400 CONTRACTED SERVICES - FD
686	OFFICE COPYING EQUIPMENT	AR108469	FD-COPIER LEASE-GOOD HOPE-FEB	02/29/2020	1.76	10-522-530-4400 CONTRACTED SERVICES - FD
Total OFFICE COPYING EQUIPMENT LTD:					99.85	
<b>PREMIER BLDG INSPECTIONS LLC</b>						
745	PREMIER BLDG INSPECTIONS	FEB 2020	FEB CONTRACT SRVS BLDG INSPEC	02/29/2020	19,358.38	10-524-530-4400 CONTRACTED SVCS - BLDG INSP
745	PREMIER BLDG INSPECTIONS	FEB 2020	MEETING/ENFORCEMENT	02/29/2020	73.00	10-524-530-4500 MTGS & ENFORCEMENT - BLDG INSP
745	PREMIER BLDG INSPECTIONS	FEB 2020	REINSPECTION FEES	02/29/2020	180.00	10-200-230-1000 SPECIAL DEPOSITS
Total PREMIER BLDG INSPECTIONS LLC:					19,611.38	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>RICHARD KONOP</b>						
2681	RICHARD KONOP	REIMB	CANCEL PARK RESERVATION FEE RE	03/03/2020	75.00	10-460-467-2001 PARK SHELTER RENTALS
Total RICHARD KONOP:					75.00	
<b>STICKYBOYZ LLC</b>						
877	STICKYBOYZ LLC	8198	SIGNS - NEW POLLING PLACE	02/19/2020	90.00	10-513-530-3100 SUPPLIES - ELECTION
Total STICKYBOYZ LLC:					90.00	
<b>SUSSEX ACE HARDWARE</b>						
7	SUSSEX ACE HARDWARE	190611	PVC GLUE	02/20/2020	5.39	10-533-530-3100 SUPPLIES - HIGHWAY
7	SUSSEX ACE HARDWARE	190650	SUPPLIES DPW REMODEL	02/24/2020	13.83	70-533-570-8000 BUILDING IMPROVMENTS - HIGHWAY
7	SUSSEX ACE HARDWARE	190754	CLEANING & DETECTOR SUPPLIES	02/28/2020	363.73	10-522-530-3100 SUPPLIES - FD
7	SUSSEX ACE HARDWARE	190816	CHAIN SAW SUPPLIES	03/03/2020	21.09	10-522-530-5410 EQUIPMENT MAINTENANCE - FD
Total SUSSEX ACE HARDWARE:					404.04	
<b>THE SYNECTIC GROUP</b>						
2660	THE SYNECTIC GROUP	FEB 2020	INTERIM CLERK CONTRACT WORK	02/27/2020	4,357.50	10-519-520-1100 SALARIES - CLERK & RECEPTION
Total THE SYNECTIC GROUP:					4,357.50	
<b>THE VICTORY COMPANIES, INC.</b>						
1788	THE VICTORY COMPANIES, INC	S182-19-11	BOND REFUND - ALFT LOT#4	02/28/2020	2,500.00	10-200-230-1000 SPECIAL DEPOSITS
Total THE VICTORY COMPANIES, INC.:					2,500.00	
<b>ULINE SHIPPING SUPPLY</b>						
2346	ULINE SHIPPING SUPPLY	117264030	PPE SUPPLIES FOR EMPLOYEES	02/21/2020	504.63	10-552-530-3140 GENERAL OPERATING SUP - PARKS
2346	ULINE SHIPPING SUPPLY	117264524	DOG WASTE STATION	02/21/2020	492.38	10-552-530-3120 TURF MANAGEMENT - PARKS
Total ULINE SHIPPING SUPPLY:					997.01	
<b>UNIFIRST CORPORATION</b>						
2349	UNIFIRST CORPORATION	096 1115645	DPW UNIFORMS & MATS	02/17/2020	82.36	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
2349	UNIFIRST CORPORATION	096 1116682	DPW UNIFORMS & MATS	02/24/2020	87.52	10-533-530-3630 UNIFORMS/MATS - HIGHWAY
2349	UNIFIRST CORPORATION	096 1117816	DPW UNIFORMS & MATS	03/02/2020	87.52	10-533-530-3630 UNIFORMS/MATS - HIGHWAY

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total UNIFIRST CORPORATION:					257.40	
<b>VENTURE WARE</b>						
2680	VENTURE WARE	S207-19-13	BOND REFUND - BRONIKOWSKI #114	02/28/2020	2,500.00	10-200-230-1000 SPECIAL DEPOSITS
Total VENTURE WARE:					2,500.00	
<b>VILLAGE OF SUSSEX</b>						
2376	VILLAGE OF SUSSEX	5129	500 GAL SALT BRINE	02/21/2020	105.00	10-542-530-3530 SALT - HIGHWAY
Total VILLAGE OF SUSSEX:					105.00	
<b>WALDSCHMIDT'S TOWN &amp; COUNTRY</b>						
2384	WALDSCHMIDT'S TOWN & COU	702772	REPLACE CHAIN SAW BAR FOR STIH	03/03/2020	46.98	10-552-530-5410 EQUIP MAINTENANCE - PARKS
Total WALDSCHMIDT'S TOWN & COUNTRY:					46.98	
<b>WAUKE MILLS</b>						
2399	WAUKE MILLS	26183	SOFTENER SALT DPW	02/24/2020	218.93	10-533-530-3100 SUPPLIES - HIGHWAY
2399	WAUKE MILLS	26183	SOFTENER SALT FD	02/24/2020	218.92	10-522-530-3100 SUPPLIES - FD
Total WAUKE MILLS:					437.85	
<b>WAUKESHA COUNTY TREASURER</b>						
2390	WAUKESHA COUNTY TREASUR	2018	2018 TAX PAYMENT MISSED - 0202.99	02/26/2020	3,683.19	10-200-210-1020 ACCOUNTS PAYABLE-YE
2390	WAUKESHA COUNTY TREASUR	2020-0000005	REPAIR ON RADIO JAN	02/10/2020	54.72	10-522-530-5420 RADIO MAINTENANCE - FD
Total WAUKESHA COUNTY TREASURER:					3,737.91	
Grand Totals:					107,510.15	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
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Dated: \_\_\_\_\_

Chairman: \_\_\_\_\_

Board Member #1: \_\_\_\_\_

Board Member #2: \_\_\_\_\_

Board Member #3: \_\_\_\_\_

Board Member #4: \_\_\_\_\_

**TOP 5 EXPENDITURES**

- \$ 31,129.50 KUNKEL: TID #1, 2020 Pavement Resurface Program, Census Map, Pauline Haass
- \$ 19,611.38 PREMIER BLDG INSPECTIONS: Feb Contract & Mtg/Enforcement, Reinspection
- \$ 14,380.69 COMPASS MINERALS: 194.15 Tons Road Salt Delivered
- \$ 4,357.50 THE SYNECTIC GROUP: FEB Interim Clerk Contract Work
- \$ 4,020.50 MATC: Paramedic Tuition - Charles Chambliss, Jr

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Only unpaid invoices included.



Dear Board Members:

This is to notify you of the Town of Lisbon meetings, office closures and elections from **March 10, 2020 through April 7, 2020** at the Town Hall, W234N8676 Woodside Road, unless indicated otherwise.

11	MAR, WED	●	6:15 – 8:45pm	Lisbon-Sussex JPC - 6:15PM Town Hall
12	MAR, THU	●	6:30 – 9pm	Plan Commission - 6:30PM Town Hall
16	MAR, MON	●	6:30 – 8pm	Park Committee - 6:30PM Richard Jung Memorial Fire Station
18	MAR, WED	●	6:30 – 8:30pm	Sanitary District - 6:30 PM Town Hall
23	MAR, MON	●	6:30 – 8:30pm	Supervisor's Office Hours - 6PM followed by Town Board - 6:30PM Town Hall
2	APR, THU	●	8:30am – 5pm	Open to 5PM for AB Voting
3	APR, FRI	●	8:30am – 5pm	Open to 5PM for AB Voting
7	APR, TUE	●	All day	SPRING ELECTION & PRESIDENTIAL PREFERENCE PRIMARY

Sincerely,

Rick Goeckner, MMC  
Town of Lisbon Interim Clerk

**NOTICE:** It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meetings to gather information: no action will be taken by any governmental body at the above-stated meetings other than the governmental body specifically referred to above in this notice. (All meetings are subject to change or cancellation)



N64W23760 Main Street  
Sussex, Wisconsin 53089  
Phone (262) 246-5200  
FAX (262) 246-5222  
Email: [info@villagesussex.org](mailto:info@villagesussex.org)  
Website: [www.villagesussex.org](http://www.villagesussex.org)

February 19, 2020

The Village of Sussex Plan Commission on February 18, 2020 recommended to the Village Board by a Resolution to amend the Land Use Map which is a component of the Comprehensive Plan. In particular the properties considered for reclassification are located west of HWY 164 and south of Silver Spring. A copy of the Resolution and a map are enclosed for your review.

The Village Board will consider an Ordinance to amend the Land Use Map at the public hearing scheduled for March 24, 2020.

Should you have any questions, please contact Kasey Fluet the Assistant Development Director at 262-246-5200.

Sincerely,

*Kasey Fluet*

Kasey Fluet  
Assistant Development Director

Cc: Copies sent to all adjoining municipalities  
Waukesha County Parks and Land Use  
SEWRPC  
Wisconsin Dept. of Admin. Comprehensive Planning Program  
Pauline Haass Public Library

Enclosures



RESOLUTION NO. 20-10

AMENDMENT #2 OF THE  
2040 COMPREHENSIVE PLAN  
FOR THE VILLAGE OF SUSSEX, WISCONSIN  
AND SPECIFICALLY THE LAND USE MAP A  
COMPONENT OF THE COMPREHENSIVE PLAN

WHEREAS: the Village Board is authorized by state law to adopt and amend a comprehensive plan as defined in Sections 66.1001(1)(a) and 66.1002(2) of the Wisconsin Statutes; and

WHEREAS: The Village Board adopted a comprehensive plan on March 25, 2003 and updated to the 2040 Comprehensive Plan on May 22, 2018 and on occasion amendments will be made; and

WHEREAS: The Sussex Plan Commission has received a petition to amend the Land Use Map and finds it to be acceptable; and

WHEREAS: The Village desires to amend the adopted 2040 Comprehensive plan, specifically the Land Use Plan Map component of the same, based on a request by the petitioner, Neumann Developments, Inc. on behalf of property owners Hickory Farms Inc. portion of SUXV0227999, SUXV0227999004, SUXV0228996 and SUXV0228996002 Silver Spring Road; and

WHEREAS: The approximately 176 acres of the subject properties are currently classified on the Land Use Map as the following:

- Low Density Single Family Residential
- Medium Density Single Family Residential
- Recreational

WHEREAS: The approximately 176 acres of the subject properties as shown on the exhibit, upon adoption of an ordinance amendment would be classified as:

- Medium Density Single Family Residential
- Single Family Attached and Two Family Residential
- Recreational
- Agricultural
- Environmental Corridor
- Isolated Natural Resource Area

NOW THEREFORE, BE IT RESOLVED by the Plan Commission of the Village of Sussex, adopts this resolution and recommends that the Village Board of the Village of Sussex adopt an ordinance entitled Amendment #2 to the Village of Sussex 2040 Comprehensive Plan of the Land Use Map a component of the comprehensive plan for the Village of Sussex to accomplish the following:

Amend the classification for portion of SUXV0227999, SUXV027999004, SUXV0228996 and SUXV0228996002 Silver Spring Road approximately 176 acres on the Land Use Map as shown on the exhibit to the following:

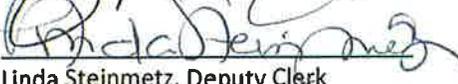
- Medium Density Single Family Residential
- Single Family Attached and Two Family Residential
- Recreational
- Agricultural
- Environmental Corridor
- Isolated Natural Resource Area

Exhibit A legal description attached hereto and incorporated herein.

ADOPTED THIS 18<sup>th</sup> DAY OF February 2020

Approved by a vote of 1 ayes \_\_\_ nays.

By:   
Gregory L. Goetz, Chairman

Attest:   
Linda Steinmetz, Deputy Clerk

August 2, 2019

Project No. NEUMA-149103

## Proposed Legal Description

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4, and Northwest 1/4 of the Southeast 1/4 of Section 21, and the Northeast 1/4 of the Northwest 1/4 of Section 28, Township 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin more fully described as follows:

Beginning at the North 1/4 corner of said Section 28; thence South  $00^{\circ}31'46''$  East along the East line of the Northwest 1/4 of said Section 28, a distance of 185.69 feet to the centerline of an unnamed creek; thence the following eight courses along the centerline of the unnamed creek, North  $68^{\circ}52'57''$  West, 32.73 feet; thence North  $47^{\circ}32'38''$  West, 70.10 feet; thence North  $52^{\circ}27'32''$  West, 756.12 feet; thence North  $58^{\circ}21'34''$  West, 1116.35 feet; thence North  $59^{\circ}05'54''$  West, 430.52 feet; thence North  $71^{\circ}52'37''$  West, 21.78 feet; thence North  $80^{\circ}27'05''$  West, 536.46 feet; thence North  $89^{\circ}46'14''$  West, 83.14 feet to the West line of the Southwest 1/4 of Section 28; thence North  $00^{\circ}24'29''$  East along said West line 1088.38 feet; thence North  $88^{\circ}25'29''$  East, 578.46 feet to the East line of Lot 1 of Certified Survey Map No. 5531; thence North  $01^{\circ}34'31''$  West along said East line 225.70 feet to the to the Southerly right-of-way of C.T.H. "VV", being 65.05 feet South of the Wisconsin Department of Transportation Reference Line; thence North  $89^{\circ}49'15''$  East along said Southerly right-of-way line 620.36 feet; thence South  $04^{\circ}56'41''$  West, 210.80 feet; thence South  $00^{\circ}09'31''$  East, 143.43 feet; thence North  $89^{\circ}50'29''$  East, 501.35 feet; thence North  $00^{\circ}09'31''$  West, 125.00 feet; thence North  $89^{\circ}50'29''$  East, 54.17 feet; thence North  $00^{\circ}09'31''$  West, 228.59 feet to the to the southerly right-of-way of C.T.H. "VV", being 65.05 feet South of the Wisconsin Department of Transportation Reference Line; thence North  $89^{\circ}49'15''$  East along said Southerly right-of-way line 797.02 feet; thence South  $00^{\circ}22'15''$  West, 158.20 feet; thence North  $89^{\circ}38'41''$  East, 115.50 feet; thence South  $00^{\circ}22'15''$  West, 52.42 feet; thence South  $65^{\circ}27'29''$  East, 270.22 feet; thence North  $00^{\circ}50'35''$  West, 315.47 feet to the Southerly right-of-way line of CTH VV; thence Southeasterly 350.81 feet along said right-of-way line and the arc of a curve to the right, with a radius of 894.93 feet whose chord bears South  $69^{\circ}14'33''$  East, 348.57 feet; thence South  $58^{\circ}00'45''$  East continuing along said Southerly right-of-way line 907.81 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of said Section 21; thence South  $00^{\circ}10'25''$  West along said East line 1,956.02 feet to the South line of said Southeast 1/4; thence South  $89^{\circ}45'15''$  West along said South line 1,346.49 feet to the point of beginning.

Said lands contain 7,775,690 square feet (178.50 acres).



NOTICE OF PUBLIC HEARING  
VILLAGE OF SUSSEX

TAKE NOTICE that the Village Board of the Village of Sussex, Waukesha County, Wisconsin, will hold a public hearing on March 24, 2020, at 6:00 p. m. at the Sussex Civic Center, N64W23760 Main Street, Sussex to hear comments from citizens on the following; an ordinance to rezone property west of Hwy 164 and south of Silver Spring Rd more specifically part of SUXV0227999, SUXV0227999004, SUXV0228996 and SUXV0228996002, approximately 176 acres with a current zoning of CR-1 and RS-3 Single Family Residential District

Rezone to: RS-2 Single Family Residential District, SFRD-3 Single Family Attached District, Park, with Environmental Overlays and Agricultural with a Planned Development Overlay District.

The Petitioner is Neumann Developments Inc.

A copy of the petition, map and proposed ordinance are available for review at the Sussex Civic Center, N64W23760 Main Street from 8:00 a.m. until 5:00 p.m., Monday through Friday and on our website at [www.villagesussex.org](http://www.villagesussex.org).

This hearing shall be public and citizens and persons of interest shall then be heard.

By Order of the Village Board  
Sam Liebert  
Village Clerk-Treasurer

PUBLISH: 3/4 & 3/11





# ADMINISTRATOR REPORT

**PREPARED BY:** Gina C. Gresch, Administrator

**REPORT DATE:** Thursday, March 5, 2020

## **SPRING GAZETTE**

The Spring Gazette was finalized earlier this week and is going to print soon. It should be in everyone's mailbox around March 16. It was posted online and emailed to those on the newsletter email list today.

## **MEETINGS CALENDAR REVIEW**

There is a Town Board meeting the day before the August 11 Fall Primary election. The Town Hall meeting room will be re-arranged for the election on Monday morning. We will have to either have the meeting another day or cancel the meeting.

## **DOT MLS GRANT NOT AWARDED**

The DOT-MLS awards were published on Wednesday, March 4, 2020 am disappointed to report our Lake Five Path project was not funded. The DOT received \$1.4 billion dollars in requests, but only had \$75M available, so the competition was fierce. Kunkel was truly hoping that DOT would fund this project because of the amount of the request and the connectivity and economic impact to other communities. Our application was strong, there simply was not enough money available.

## **ACH AUTOPAY MONTHLY CHECKLIST**

The February ACH AutoPay Monthly Checklist is included for your review.

ACH & AUTOPAYS CHECKLIST					
FEBRUARY 2020					
VENDOR	AMT	DATE PAID	DATE JE DONE	PRINT PAYMENT FOR AMY	NOTES
<b>WE ENERGIES</b>					
Community Park -970	\$ 140.70	2020-02-26	2020-02-13	Y	
Down Under Shelter -137	\$ 17.59	2020-02-26	2020-02-13	Y	
Hilltop Shelter -397	\$ 16.80	2020-02-26	2020-02-13	Y	
Hwy Elec -736	\$ 435.15	2020-02-26	2020-02-13	Y	
Park Maint Bldg -004	\$ 133.14	2020-02-26	2020-02-13	Y	
Park Dept Gas -457	\$ 221.11	2020-02-26	2020-02-13	Y	
Pump House -168	\$ 16.80	2020-02-26	2020-02-13	Y	
Richmond St Elec -455	\$ 1,629.35	2020-02-26	2020-02-13	Y	
Richmond St Gas -286	\$ 786.05	2020-02-26	2020-02-13	Y	
Rivers End Street Lights -548	\$ 9.30	2020-02-26	2020-02-13	Y	
Stone Family Park -734	\$ 16.09	2020-02-26	2020-02-13	Y	
Street Lights -265	\$ 2,181.17	2020-02-26	2020-02-13	Y	
Town Hall Pavillion -126	\$ 7.74	2020-02-26	2020-02-13	Y	
911 Memorial -126	\$ 88.99				
Town Hall Elec -685	\$ 273.77	2020-02-26	2020-02-13	Y	
DPW Garage Rear Elec -695	\$ 27.15	2020-02-26	2020-02-13	Y	
Town Hall Gas -025	\$ 180.43	2020-02-26	2020-02-13	Y	
Good Hope Fire Elec -146	\$ 263.44				
Good Hope Fire Gas -146	\$ 461.02	2020-02-26	2020-02-13	Y	
Good Hope Hwy Gas -146	\$ 922.04				
<b>GRAND TOTAL WE ENERGIES</b>	<b>\$ 7,827.83</b>				
<b>US CELLULAR</b>					
Park Director					
Compost Site	\$ 168.39	2020-02-08	2020-02-10	Y	print after rcv email confirmation & do JE
Fire Chief					
<b>SPECTRUM</b>					
Server	\$ 179.61	2020-02-01	2020-02-10	Y	
Good Hope DPW / FD	\$ 104.98	2020-02-24	2020-02-10	Y	
Parks	\$ 89.99	2020-02-24	2020-02-10	Y	
Town Hall	\$ 119.99	2020-02-24	2020-02-10	Y	
<b>VERIZON</b>					
(5) Account	\$ 199.14	2020-02-29	2020-02-14	Y	
(6) Account	\$ (2.19)	2020-02-15	credit		credit from tax exempt
<b>E.H. WOLF &amp; SONS</b>					
Diesel	\$ 414.25	2020-01-31	2020-02-27	Y	Posting to Feb, unable to draft Sat 2/1
Diesel	\$ 978.29	2020-01-31	2020-02-27	Y	Posting to Feb, unable to draft Sat 2/1
Diesel	\$ 1,410.36	2020-02-04	2020-02-27	Y	
Diesel	\$ 475.21	2020-02-13	2020-02-27	Y	
Unleaded	\$ 265.28	2020-02-13	2020-02-27	Y	
Diesel	\$ 1,318.44	2020-02-18	2020-02-27	Y	
Diesel	\$ 1,477.24	2020-02-21	2020-02-27	Y	
Diesel	\$ 1,237.14	2020-02-26	2020-02-27	Y	
Unleaded	\$ 267.77	2020-02-26	2020-02-27	Y	
Diesel	\$ 555.08	2020-02-27	2020-02-27	Y	
<b>ANTHEM</b>					
Insurance	\$ 7,129.00	2020-02-03	2020-02-03	Y	
<b>DELTA DENTAL</b>					
Insurance	\$ 658.93	2020-02-03	2020-02-03	Y	
<b>UHC</b>					
Insurance	\$ 164.11	2020-02-15	2020-02-11	Y	
<b>AFLAC</b>					
KP, GG, AB, RP	\$ 400.92	2020-02-19	2020-01-30	Y	



## CLERK REPORT

**PREPARED BY:** Rick J Goeckner, Interim Clerk

**REPORT DATE:** Thursday, March 5, 2020

The Spring Primary Election had a 23% turnout in Lisbon. Still working on reconciling the voter participation for the Spring Primary while working on the upcoming Spring Election and Presidential Preference Primary. We are preparing for a very high April turnout – 80% plus! The use of the Redeemer United Church of Christ as a polling location was a huge success with very positive reviews. We've had 8 new poll workers signed up this year with another 5 in the works. Election work is a full task right now with several new registrations and numerous absentee ballot requests

Liquor and Operator/Bartender license renewals will be sent out this week in preparation of June approval.

Open Book is scheduled for Wednesday May 20<sup>th</sup> from 9:00 to 11:00 A.M.  
Board of Review is scheduled for Wednesday June 10<sup>th</sup> from 6:00 to 8:00 P.M.

The bi-annual tax-exempt property notices were mailed out this past week for verification.

Remember – it's a Beautiful Day in Lisbon!

# FEBRUARY 2020 DPW MONTHLY REPORT



## TOWN BOARD & ADMINISTRATOR,

- Staff went out five times for winter weather events
  - Staff anti-iced the roads with salt brine ahead of snow and ice events
  - Staff pushed piles back in cul de sacs to make room for future snowfalls
  - Staff received road salt for both Lisbon and Merton and pushed it up into our shed
  - Staff washed all trucks as often as possible after winter weather events
  - Staff hung the digital Radar Signs throughout Town
  - Staff put up and took down the election equipment for the February election
  - Staff filled pot holes with cold patch when needed
  - Staff started the grinding operation at the Compost Site
  - Staff worked on the DPW remodel, including painting, ceiling tiles, bathroom upgrades, and the DPW shop sink area
  - Staff performed repairs and preventive maintenance on trucks and equipment as needed
- 
- I attended the Feb. 24<sup>th</sup> board meeting.
  - I attended the monthly WCPWA meeting.
  - Staff and I attended the annual Conex tradeshow at the Wisconsin State Fair Park.
  - I attended the two pre-con meetings at the Village of Sussex regarding the Maple Avenue resurfacing project.
  - I attended the first resident informational meeting at the Village of Sussex regarding the Maple Avenue reconstruction.
  - I attended the bid opening for our 2020 paving program at the Town Hall.
  - I started getting the 2020 crack-filling and chip-sealing list together.
  - I spent time with staff throughout the month on the DPW remodel, election setup, vehicle maintenance to the plow trucks and assist with the plowing and salting operations.

**REGARDS,  
JOE DE STEFANO JR.  
DPW DIRECTOR**



# Lisbon<sup>027</sup> Fire Department

N54 W26455 Lisbon Road

Lisbon, WI 53089

[www.lisbonfire.com](http://www.lisbonfire.com)

February 20, 2020

Memorandum: 2019 to 2020 capital budget carry over requests

Douglas J. Brahm  
Fire Chief  
(414) 507-4491

From: Chief Doug Brahm

David J. Mason  
Assistant Chief

To: Town Administrator Gina Gresch

Andrew W. Brahm  
Deputy Chief

Jeffrey R. Drager  
Deputy Chief

The Lisbon Fire Department has several ongoing projects that have not been completed by the end of the 2019 budget year. I am requesting the following budget amounts to be carried over to the 2020 budget to allow successful completion of these ventures.

Business  
(262) 538-3902  
Fax  
(262) 538-3906

1. Waukesha County digital paging (still from 2018) \$1,670.00  
(Digital paging project was just completed end of December 2019. Have not received an invoice as of this date.)
2. Hose and appliances. \$5,193.36  
(Reconsidering inventories and needs with the upcoming merger with Merton)

The merger with Merton is presenting us with an opportunity to save money by reassessing our needs together. Our hose inventory can be less with elimination of engines. Also there are different needs for equipment. Both Merton and Lisbon are working on this together to better outfit the Departments.

Please consider these carryovers to 2020 from 2019 capital budget line items to allow the projects to be completed.

Respectfully submitted;

Douglas J. Brahm, Chief

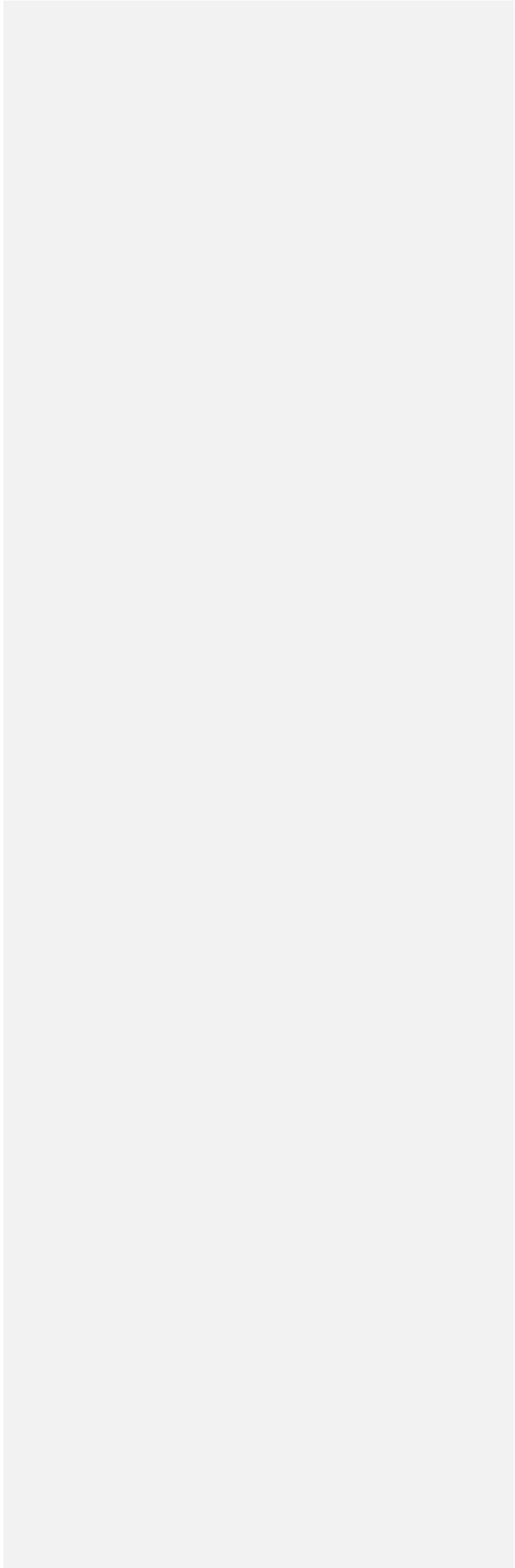
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## **ARTICLE I. INTRODUCTION**

### **SECTION 1.01 - AUTHORIZATION**

This employee handbook ("Handbook") summarizes the employment policies, procedures, rules, and regulations for the Town of Lisbon ("the Town") to provide for the Town's orderly and efficient operation. It is your responsibility to read and become familiar with this Handbook and to follow the policies, procedures, rules, and regulations contained in it. Most of your questions should be answered in this Handbook. However, if you have questions regarding the Handbook or matters that are not covered, please direct them to your Department Head.

The Handbook was adopted by the Town Board of Supervisors on \_\_\_\_\_, pursuant to the authority granted under State Statutes. The overall authority and responsibility to administer the Handbook is vested in the Town Administrator. The Administrator shall be responsible for the day-to-day administration of the Handbook.

### **SECTION 1.02 - COMPLIANCE WITH POLICIES, RULES AND EXPECTATIONS OF CONDUCT**

The Town Board and management staff believes that the Town was established to serve the residents of Lisbon and that growth and progress will be achieved through the successful application of our employees' skills to required activities. Thus, the Town's employees play a major role in our success. Through active employee contribution and employee recognition of these contributions, we believe we can attain the standard of operations that will provide the pride, rewards, opportunities and the security that we all seek.

Compliance with the policies, rules and general expectations of conduct is of paramount importance in order to fulfill these objectives and for the employee to have a successful career in the Town. Failure to comply with these policies, rules and general expectations of conduct can undermine these objectives, and the trust and confidence that the public, businesses, employees and officers of the Town must have in that employee.

It has been, and shall continue to be, the Town's policy to recognize the competence and ability of applicants for employment and existing employees. The Town will provide equal employment opportunity to all individuals, regardless of their race, age, sex, sexual orientation, creed, religion, color, handicap, disability, marital status, citizenship, veteran status, membership in the National Guard, state defense force, or reserves, national origin, ancestry, or any other characteristics protected by law. This policy applies to all employment decisions, including but not limited to, recruitment, hiring, compensation, benefits, promotions, transfers, layoffs, discipline, termination, and other conditions of employment.

The Town treats all violations of policy, the rules and general expectations of conduct very seriously. Violations of these policies, the rules, and general expectations of conduct can subject an employee to discipline, up to and including discharge.

### **SECTION 1.03 - SCOPE**

The Handbook sets forth employment policy guidelines, rules of conduct and guidance regarding general expectations of professional behavior and conduct which employees are expected to follow. Every possible circumstance cannot be anticipated or addressed in this Handbook. None of the statements, policies, procedures, benefits, rules, and regulations contained in this Handbook constitute a guarantee of employment, a guarantee of any other rights or benefits, or a contract of employment, express or implied. No employee of the Town has any authority to enter into any contract for employment, express or implied, for any specified period of time, or to make any agreement contrary to the at-will employment status of Town employees. No statement or promise by a supervisor, manager, or Department Head constitutes or should be interpreted as constituting a change in policy or an agreement with any employee.

All of the Town's employees are employed "at will", unless otherwise expressed by an employment contract, and is not for any definite period. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the Town or the employee.

All Fire Department employees are governed by the Standard Operating Guidelines, policies and code of ethics of the Fire Department, which shall take precedence if in conflict with the Handbook. Policies included in the Handbook, but not addressed in the Fire Department Standard Operating Guidelines, policies or code of ethics shall apply to the Fire Department employees.

### **SECTION 1.04 - AMENDMENTS**

The Town may alter, modify, change or eliminate the provisions set forth in this Handbook, including but not limited to any employee benefit plans or programs, at any time with or without notice. Furthermore, the Town has the exclusive authority to, in its discretion, interpret the policies, procedures, benefits, rules and regulations contained herein and determine whether to apply such policies, procedures, benefits or regulations in any given situation. This Handbook supersedes all previous handbooks, statements, policies, procedures, benefits, rules and regulations given to employees, whether verbal or written. This Handbook may only be modified by the Town Board in writing.

Amendments may be approved by the Town Board upon recommendation of the Town Administrator. Supplements to the Handbook will be issued to update or revise present rules and policies as deemed necessary.

### **SECTION 1.05 - DISTRIBUTION**

This Handbook shall be distributed to every current and future Town employee upon employment. Town employees should maintain a current copy of the Handbook and become familiar with its contents. Employees shall be required to individually acknowledge receipt of a copy of the Handbook by signing and dating the "Acknowledgment of Receipt" form found at the end of the Handbook.

## **ARTICLE II. DEFINITION OF EMPLOYMENT CLASSES**

### **SECTION 2.01 - UNCLASSIFIED EMPLOYEES**

Unclassified employees shall be exempt from the provisions of these regulations except as noted below. Unclassified employees are: members of the Town Board, members of any Board, Committee, or Commission appointed by the Town Chairman and confirmed by the Town Board. These employees are not, however, exempt from the sections regarding "Harassment", "Drugs and Alcohol" and "Technology" which are a part of this Handbook.

### **SECTION 2.02 - CLASSIFIED EMPLOYEES**

#### **(a) Regular Full-Time**

Employees who are paid on a salaried basis or on an hourly basis and work at least thirty-seven and one-half (37.5) hours per workweek are considered full-time employees.

#### **(b) Regular Part-Time**

Those employees working a regularly scheduled workweek that is less than full-time, working less than thirty-seven-and one-half hours (37.5) hours per workweek, and work year-round. Part-time employees will be paid on an hourly basis and are not eligible for benefits.

#### **(c) Seasonal and Temporary**

An employee who normally works full-time or part-time for temporary periods of time, such as summer help, temporary, or substitute staff support, in positions having irregular workloads, or in experimental positions. Such employees shall not be entitled to any benefits except as mandated by applicable law.

#### **(d) Fire Department – Career Full Time and Paid-on-Call**

The Fire Department Career Full Time employees respond to emergency calls during assigned hours and on assigned groups. These employees are paid on an hourly basis for the time when responding to a fire or EMS call and are eligible for benefits as described in the Employee Benefits Manual.

Paid on Call employees are not eligible for benefits except the VFIS program for fire personnel subject to all Fire Department Standard Operating Guidelines.

#### **(e) Non-exempt**

Full or part-time employees who are not exempt from the minimum wage, overtime and timekeeping provisions of the Fair Labor Standards Act. In general, non-exempt employees generally receive overtime pay, which is one and one-half times the employee's regular rate, for each hour of work performed over 40 hours in one workweek.

**(f) Exempt**

Employees who meet one the exemptions from the overtime provisions as defined in the Fair Labor Standards Act. These employees do not receive overtime pay for work performed over 40 hours in one workweek. Exempt employees include those employed in an executive, administrative, professional, or computer professional position, among others, who meet the FLSA requirements.

## **ARTICLE III. EMPLOYMENT PRACTICES**

### **SECTION 3.01 - EQUAL EMPLOYMENT POLICY**

The Town of Lisbon is an equal opportunity employer. It is the policy of the Town of Lisbon to give equal employment opportunity in accordance with the law to all employees and applicants. This policy is an effort to ensure that the Town of Lisbon personnel programs are free from discrimination on the basis of age, race, religion, color, sex, national origin, physical or mental handicap or disability, creed, sexual orientation, ancestry, arrest or conviction record, citizenship status, marital status, veteran status or membership in the National Guard or any reserve component of the military forces of the United States or the State of Wisconsin, political affiliation, or any other characteristic protected by law. All employees and applicants will be accorded fair treatment and equal opportunity, through the adoption of appropriate policies.

It is the Town's policy to seek and employ the best qualified personnel in all positions, to provide equal opportunity for advancement to all employees, including upgrading, promotion and training, and to administer these activities in a manner which will not discriminate against or give preference to any person because of race, color, religion, age, sex, national origin, handicap or disability, genetic information, ancestry, sexual orientation, marital status, arrest or conviction record, or any other basis protected by state or federal law. All employees are required to provide proof of identity and authorization to work in the United States. It is the policy of the Town to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA) and other State and Federal laws. The Town will make reasonable accommodations for qualified employees or applicants with disabilities, provided that any accommodations do not impose an undue hardship on the Town.

The Town is further committed to providing a work environment in which employees are treated with courtesy, respect and dignity. Therefore, all employees are encouraged to bring any concern or complaints in this regard to the attention of management. If an employee believes she or he has witnessed or been subject to discrimination, she or he should follow the complaint procedures outlined below. All complaints of sexual harassment, or harassment of any kind, will be investigated promptly and, where necessary, immediate and appropriate action will be taken to stop and remedy any such conduct.

All employees share in the responsibility for assuring that the policies are effective and apply uniformly to everyone. Any employees, including managers, involved in discriminatory practices will be subject to corrective actions up to and including termination.

### **SECTION 3.02 - ANTI-HARASSMENT POLICY**

The Town of Lisbon is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, the Town will not tolerate harassment of Town employees by anyone, including any supervisor, co-worker, elected or appointed official, vendor, citizen or customer of the Town.

Harassment consists of unwelcome conduct, whether verbal, physical, electronic or visual, that is based on a person's protected status, such as sex, color, race, ancestry, religion, national origin, age, physical handicap, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record, or another protected group status. The Town will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

#### Definitions:

- **Verbal Harassment:** Unsolicited or unwelcome verbal conduct, including but not limited to innuendoes, degrading or suggestive comments, repeated pressure for dates, jokes, unwelcome flirtations, degrading words used to describe an individual, obscene and/or graphic description of an individual's body or threats that job, wages, assignments, promotions or working conditions could be affected if the individual does not agree to or submit to unwelcome conduct.
- **Non-Verbal Harassment:** Unsolicited or unwelcome non-verbal conduct, including, but not limited to sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, electronic messaging, email, the internet or other such sources as a means to express or obtain sexual or discriminatory material, printed or written materials including offensive cartoons, suggestive or offensive sounds, whistling, catcalls or obscene gestures. Any material which inappropriately raises the issues of sex or discrimination.
- **Physical Harassment:** Unsolicited or unwelcome physical contact, which may include touching, hugging, massages, kissing, pinching, patting, or regularly brushing against the body of another person.
- **Unwelcome Harassment:** For the purpose of this policy, conduct is unwelcome when the person subjected to the conduct did not solicit or incite the conduct and regarded the conduct as undesirable or offensive. Conduct may be unwelcoming despite participation by the offended employee and despite the fact that the offended employee does not tell the accused the conduct is unwelcome.

#### Prohibited Activity:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term of condition of employment; or
- Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.
- Any verbal, written, visual or physical act that creates a hostile, intimidating or offensive work environment or interferes with an individual's job performance.

### **Sexual Harassment:**

Unwelcome sexual advances, requests for sexual favors, and other physical, verbal or visual conduct based on sex, whether or not such conduct is repeated, constitute sexual harassment when:

1. Submission to such conduct is an explicit or implicit term or condition of employment;
2. An individual's submission to or rejection of such conduct becomes the basis for employment decisions affecting that individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment may include, but is not limited to, explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical contact such as patting, pinching or brushing against another's body. Sexual harassment also includes conduct directed by a person at another person of the same or opposite gender.

It is the policy of the Town that all employees have the right to work in an environment where they are treated with respect and dignity and are free of persistent and unwelcome conduct or actions on the basis of race, color, religion, national origin, disability, sex, arrest or conviction record, marital status, sexual orientation, membership in the military reserve, or use or nonuse of lawful products away from work or any other basis prohibited by law.

The Town will not tolerate, condone, or allow harassment by any employee or non-employee who conducts business with the Town. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race, color, sex, religion, age, disability, sexual orientation, union or non-union membership, national origin or any other protected class.

The Town considers harassment and discrimination of others to be forms of serious employee misconduct. Therefore, the Town shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment and discrimination. A violation of this Town policy can lead to discipline up to and including termination.

### **Other Types of Harassment:**

- The Town will not condone, permit, nor tolerate discrimination or harassment based on race, age, creed, religion, color, handicap, disability, marital status, citizenship, veteran status, membership in the National Guard, state defense force, or reserves, national origin, ancestry, arrest or conviction record, or any other characteristics protected by law against employees in any manner whatsoever. Persons who engage in such discrimination and/or harassment will be subject to appropriate discipline up to and including termination of employment. All complaints of discrimination and/or harassment of any kind will be investigated promptly, and where necessary immediate and appropriate action will be taken to stop and remedy such conduct.

- Any employee who believes that he or she has been the subject of discrimination and/or harassment of any type should immediately report the matter in accordance with the complaint procedures below. The Town encourages employees to report any incident of discrimination and/or harassment immediately.

#### **Discrimination/Harassment Complaint Procedures:**

- Any employee encountering harassment is encouraged but not required to inform the person that his or her actions are unwelcome and offensive. This initial contact can be either verbal or in writing. The employee is to document all incidents of harassment in order to provide the fullest basis for investigation.
- Any employee who opts not to inform the other person that his/her actions are unwelcome and offensive and who believes that he or she is being harassed shall report the incident(s) as soon as possible to a supervisor, Department Head, the Town Clerk or the Town Chairman so that appropriate investigative and remedial action, where appropriate, may be initiated. The prohibitions against unlawful discrimination and/or harassment also may apply to non-employees with whom our employees come into contact in connection with their employment with the Town. Consequently, if you feel discriminated against by a non-employee in connection with your employment, you should use the procedure outlined in this policy.
- The Department Head or other person to whom a complaint is given shall meet with the employee and document the incident(s) complained of, the person(s) performing or participating in the harassment, any witnesses to the incident(s) and the date(s) on which it occurred and shall report the findings to the Town Clerk.
- The Town Clerk or designee shall be responsible for investigating any complaint alleging harassment or discrimination promptly and thoroughly. In the event the Town Clerk is the subject of the complaint then the Town Board Chairman or the Chairman's designee shall substitute for the Town Clerk.
- If the investigation confirms that discrimination and/or harassment has occurred, the Town will take appropriate disciplinary action against those individuals who are found to have engaged in such conduct up to and including termination.

#### **Confidentiality:**

- Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.

#### **Retaliation:**

- Retaliation against any employee for filing a harassment or discrimination complaint, or for assisting, testifying, or participating in the investigation of such a complaint, is prohibited by the Town and by state and federal statutes.

- Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment and discrimination complaints.

### **SECTION 3.03 - RECRUITMENT**

Recruitment shall be tailored to the position to be filled and shall be directed to sources likely to yield qualified candidates. The Town seeks to hire the best qualified candidates who fit the needs and culture of the Town. When in the interests of the Town, the Town may attempt to fill the position from within the organization though external candidates may also be considered.

### **SECTION 3.04 - JOB ANNOUNCEMENTS**

All vacancies for Town positions may be announced and posted in each department and on the Town's website, Facebook page, Community Access Channel 14 as the Town Administrator and Town Board deems appropriate. The announcements shall specify the job title, the nature of the work to be performed, preparation required or desirable for performance of the job, the time, place and manner of making applications, closing date for receiving applications and other pertinent information.

When positions above the entrance level are vacant, they may be filled by promotion of employees in lower positions. Promotional examinations may be utilized. The Department Head may recommend promotion of an employee to the Town Administrator and Town Board. Employees are encouraged to discuss promotional opportunities with their supervisor and Department Head.

### **SECTION 3.05 - MEDICAL EXAMINATIONS**

Prospective employees may be required to take a physical examination conducted by a physician chosen by the Town and paid for by the Town. The purpose of this physical examination is to assure that the candidate is physically fit to perform the required job duties and functions in accordance with the job description. The results of the examination will be evaluated in accordance with the Americans with Disabilities Act (ADA) and will remain confidential.

### **SECTION 3.06 - BACKGROUND INVESTIGATIONS**

#### **(a) Background Check**

Prospective and current employees of the Town may be subject to a background check. The data will be evaluated in relation to the applicant's perceived ability to perform the duties and responsibilities of the specific position applied for. Such information will remain confidential to the fullest extent possible.

## **(b) Screening**

Depending on the nature of the position and the applicants applying for the position, the Town may conduct varying levels of background screening to determine whether candidates for employment, promotion, assignment or transfer are suitable for the position they desire to obtain. Information that may be obtained or requested includes, but is not limited to, information relating to references, past employment, work habits, education, judgments, liens, criminal background and offenses, character, general reputation and driving records. The Town may also obtain information from a consumer reporting agency. Before denying an extension, assignment, promotion, or other benefit of employment, based in whole or in part, on information obtained from the consumer reporting agency, the Town will provide a copy of the report and a description in writing of the applicant's rights under the Fair Credit Reporting Act.

### **SECTION 3.07 - NEPOTISM**

The Town does not prohibit the hiring of an employee who has a relative that is an employee of the Town. However, no employees from the same immediate family shall hold jobs which involve supervision of, or being supervised by, another member of the same immediate family. "Immediate relative" is defined as the employee's spouse, child, parent, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, uncle, aunt, niece, nephew or first cousin.

### **SECTION 3.08 - WORK SCHEDULES**

Work schedules vary throughout the organization. Town departments may have different hours for employees due to the special nature of their operations. Scheduled hours of work are set by the Department Head and will be designated by the department to which the employee is assigned. Working hours, lunch periods and work breaks will be explained by supervisors or Department Head.

Public Works and Park Department full time employees will generally work from 7:00 A.M. until 3:30 P.M., Monday thru Friday unless assigned otherwise. Public Works Department employees may be required to be "on call" from November 15 to March 15 and are required to be available at any time. Employees who are called in to work shall be paid at the rate of time and one-half (1-1/2) commencing at the time the employee reports to work. During this period one (1) employee may be allowed to take ~~vacation in increments of no more than five (5) consecutive~~ vacation days. The employee on vacation may be on call either the preceding or succeeding Saturday/Sunday, but not both.

Town Hall full time employees will generally work from 8:30 A.M. until 4:30 P.M. unless assigned otherwise.

Part-time and seasonal and temporary employees will work the hours assigned by their supervisor. Full-time employees will be given a 15-minute break to be taken as the work permits. A one-half hour non-paid lunch period will be taken by all employees working six (6) or more hours in a day.

### SECTION 3.09 - PERFORMANCE EVALUATIONS

All employees are expected to satisfy or exceed the levels of performance required of the positions in which they are employed. Employee performance will be reviewed annually or more frequently if deemed appropriate by the Town Administrator or Department Head. An employee must maintain reasonable standards of work quality, consistent with experience, and must accomplish work within the time limits established by an employee's direct supervisor or Department Head. Employees who do not satisfy the level of performance required by the Town, who exhibit poor performance, or who are unable to work with other employees, may be disciplined, up to and including termination.

Performance evaluation reports may be considered in the decisions affecting placement, employment status, salary adjustments, promotions, demotions, dismissal, re-employment, training, and other job-related actions.

Some of the job factors that are reviewed may include: accuracy, quality of work, quantity of work, dependability, adaptability, job knowledge, organization, judgment, initiative, cooperation, ability to get along with others, public service mindset, attitude and attendance. It is the employee's responsibility to improve his or her performance. The practices for departments or positions for the evaluation process may vary.

The first 180 calendar days of employment are considered to be an orientation/introductory period. It offers the Town an opportunity to review an employee's skills, ability, and attitude. At the end of the first 180 calendar days of employment an evaluation will be prepared by the Department Head. Employees terminating or resigning during the orientation/introductory period will not be eligible to be paid for sick days. After completing the orientation period, Town employees continue to be at-will employees and may terminate or be terminated at any time for any reason with or without notice.

### SECTION 3.10 - SEPARATION FROM EMPLOYMENT

#### (a) Categories of Separation

1. **Retirement:** Separation from employment with the Town shall occur by retirement under the provisions of the Wisconsin Retirement System (WRS).
2. **Upon the death of the employee:** In the case of death, the employee may be eligible to receive earned but unused vacation, holidays, or sick leave as provided by the terms of this Handbook, provided, however, no vacation accrued in the year of termination/death will be paid out. Any final payout of an employee who has died while employed will be done in accordance with applicable law and Wisconsin State Statutes.

~~3.~~ **Resignation with Notice:** If an employee decides to leave the Town, then the employee is expected to advise the Town in writing at least two (2) weeks prior to his or her date of departure so that an orderly transition can be made. Department Heads and all supervisory personnel are requested to give four (4) or more weeks' notice. The Town reserves its right to terminate the employee before that date. The employee will be paid all proper compensation up to his or her final day of employment. In addition, the Town will pay any accrued but unused vacation, holidays, and sick leave as is required by this Handbook, provided, however, no vacation accrued in the year of termination will be paid out. Beginning in 2020, At retirement or separation with notice, the employee shall be sick leave time accumulated shall be eligible for a 25% payout after 15 years of service is completed. paid for accumulated sick days, in accordance with the following schedule:

<u>Length of Employment</u>	<u>Percentage (%)</u>
0 through 9 <sup>th</sup> year	0%
Start of 10 <sup>th</sup> year	50%
Start of 11 <sup>th</sup> year	60%
Start of 12 <sup>th</sup> year	70%
Start of 13 <sup>th</sup> year	80%
Start of 14 <sup>th</sup> year	90%
Start of 15 <sup>th</sup> year	100%

~~4.3.~~ **Resignation without Notice:** If an employee decides to leave the Town and the employee fails to provide written notice at least two (2) weeks prior to his or her date of departure, then the employee's resignation will not be treated as a Resignation with Notice and will result in the nonpayment of any accrued but unused vacation and sick leave benefits. The Town reserves its right to terminate the employee before the chosen date. The employee will be paid all proper compensation up to his or her final day of employment, but the employee will not be paid any accrued but unused vacation or sick leave.

~~5.4.~~ **Termination:** If the Town decides to terminate an employee for reasons other than for violating policies or rules, then the employee will be notified of the Town's decision. The employee will be paid all proper compensation up to his or her final day of employment and any accrued but unused vacation as is required by this Handbook, provided, however, no vacation accrued in the year of termination will be paid out.

~~6.5.~~ **Termination for a Policy or Rule Violation:** Should an employee be terminated for a violation of the policies and rules, then the employee will not be paid for any accrued but unused sick leave or vacation benefits.

**(b) Final Paycheck**

An employee who resigns or who is terminated will receive his or her final paycheck on the next regularly scheduled payday along with information regarding insurance continuation and other benefit plans as is provided per this Handbook.

**(c) Exit Interview**

In all cases of separation of employment, an exit interview may be conducted by the Town.

**(d) Return of Property, Records, Forms**

Upon separation, the employee must return all property, records and complete required forms prior to receiving final payment for compensation or payment for any accrued vacation or sick leave as may be required by this manual.

**SECTION 3.11 - PERSONNEL FILES**

**(a) Maintenance of Records**

The Town Administrator shall be responsible for the maintenance of the official personnel files for all Town employees. These files shall be confidential and contain the complete employment history of each employee during employment with the Town. The personnel files will generally contain, but are not limited to the following information: employment applications, commendations, education and special training received, reprimands, performance evaluations, wage data, promotions and other relevant personnel documents. The privacy of employee personnel files will be governed and administered in accordance with Federal and State law.

**(b) Employee Rights**

Employees are permitted to inspect and copy any material which is contained in their personnel file, provided that they submit a written request to the Department Head and Town Administrator.

**(c) Modifying Personnel File Information**

If factual information is demonstrated to be incorrect by the employee, it will be corrected. If an employee disagrees with certain items in his/her file, he/she may submit a concise statement of disagreement for inclusion in his/her personnel file.

It is important that each employee immediately notify the Town Clerk or their Department Head in the event of any change in status. This assists us in keeping all information in your personnel file current. Employees should report any changes in name, mailing address, telephone number, marital status, number of dependents, beneficiary designations, and who to notify in case of an emergency.

### **SECTION 3.12 - COMMERCIAL DRIVERS LICENSE**

Employees of the Public Works and Parks Department are required to obtain and maintain Classes A, B, C & D Commercial Driver's License (CDL). Those employees who are required to have a Class ABCD CDL and have the CDL revoked by the Department of Transportation shall notify their supervisors immediately. Employees who lose their CDL may be allowed to remain on the job provided that the Public Works Director or Parks Director determines, with the approval of the Town Board, that there is other work that the employee can perform or the employee obtains an occupational CDL license.

If no other work is available, the employee may be terminated or put on a voluntary layoff for a period not to exceed three (3) months. During the three (3) month layoff period, if the employee has his CDL reinstated or obtains an occupational CDL driver's license the employee may be allowed to return to work at the Town's option. If the employee does not have a CDL license at the expiration of the three (3) month period, the employee may be retained or terminated at the Town's option. Employees shall pay the cost of renewing a CDL.

## **ARTICLE IV. EMPLOYEE BENEFITS**

All employee specific benefits can be found in the "Employee Benefits Manual". Only Regular, Full-Time employees, as described in Section 2.02 of the Employee Handbook are eligible for benefits; part-time employees are not.

### **SECTION 4.01 - FEDERAL AND STATE TAX IMPLICATIONS**

Employees should be aware that certain benefits, like cell phone reimbursement, may be subject to State and/or Federal tax. The Town assumes no responsibility as to items taxed or as the amount of such taxes.

### **SECTION 4.02 - MILITARY / RESERVE LEAVE**

The Town complies with the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and will grant military leave to all eligible full-time and part-time employees. Military leave may be granted to full-time and part-time employees for a period of four years plus a one-year voluntary extension of active duty (five years total) if this is at the request and for the convenience of the United States government.

As with any leave of absence, employees must provide advance notice to their supervisor of their intent to take a military leave and must provide appropriate documentation unless giving such notice is impossible, unreasonable, or precluded by military necessity.

An employee's salary will not continue during a military leave unless required by law. However, employees may request to use any vacation time accrued during military leave. Eligible employees can elect continued health benefits while out on a military leave of absence. If an eligible employee elects continuation coverage and the employee's leave is 30 days or less, the employee will be required to pay their normal portion of the cost of benefits. For leaves of 31 or more days, eligible employees will can continue health benefits under COBRA and will be required to pay 102 percent of the total cost of their health benefits if they wish to continue benefits.

Upon return from military leave, employees will be reinstated with the same seniority, pay, status, and benefit rights that they would have had if they had worked continuously, except to the extent permitted by law. Employees whose military leave was less than 31 days must report for reemployment at the beginning of the first regularly scheduled workday that is at least eight hours after the employee returns home. However, if reporting in that time frame is impossible or unreasonable through no fault of the employee, then the employee must report for reemployment as soon as possible after the eight-hour period. If the employee's military leave was 31 to 180 days long, the employee must submit an application for reemployment within 14 days following completion of military service. However, if applying in that time frame is impossible or unreasonable through no fault of the employee, then the employee must submit an application for reemployment on the next first full calendar day when applying for reemployment becomes possible. If the employee's military leave was longer than 180 days, the employee must generally submit an application for reemployment no later than 90 days following completion of service. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.

If employees are reservists in any branch of the Armed Forces or members of the National Guard, they will be granted time off for military training. Such time off will not be considered vacation time. However, employees may elect to have their reserve duty period be considered as vacation time to the extent they have such time available.

### SECTION 4.03 - FUNERAL LEAVE

Each employee of the Town shall have the right upon a death in the family to be granted leave of absence with pay as follows:

- In the event of a death of a member of your immediate family, an employee will be granted time off with pay up to a maximum of three (3) days for the express purpose of preparation for and attendance at the funeral. "Immediate Family" for this provision is defined and limited to the following persons: spouse, brother or sister (and in-laws), parents (natural or step), parents-in-law, child (natural, adopted or step), son-in-law, daughter-in-law, aunt, uncle, niece, nephew, grandchildren, grandparents and grandparents-in-law (spouse, son, daughter, mother, father, sister, brother, stepparent, stepchild, stepbrother/sister, grandparent, grandchild, and in-laws), an employee will be granted time off with pay up to a maximum of three (3) days for the express purpose of preparation for and attendance at the funeral. In the case of other family members, one day of unpaid leave is allowed. If additional time is necessary, vacation days may be used provided the employee is eligible for vacation time. Any additional time needed for funeral leave in excess of three (3) days allowed, may be granted to an employee making such request, but that time will be chargeable against accumulated sick leave or vacation time.
- Notice and prior approval must be obtained by the Department Head as soon as the employee determines that he/she will be absent. The Town reserves the right to request substantiation of any death in an employee's immediate family and/or confirmation of an employee's attendance at a funeral.
- Department Heads, with the consent of the Town Administrator, may authorize expanded use of funeral leave as special circumstances may warrant.
- Exceptions to the length of leave shall depend upon the circumstances and shall be subject to the approval of the Department Head. In no event will an employee be required to work on the day of the funeral of the family member, as defined herein.
- The leave provided for in this section shall only apply to regularly scheduled work days.

Commented [GG1]: Moved this up in the paragraph

### SECTION 4.04 - JURY DUTY

The Town encourages all employees to be civic minded. All hourly employees will be compensated by the Town for their time off to serve on a jury based on their regular rate of pay for their regularly scheduled hours for each day they serve on the jury.

Leave of absence for jury duty, or for mandated court obligations or appearances before a public body in connection with Town business, will be granted with pay. Proof of court service and

compensation will be required, so employees must retain all receipts. In the case of jury duty, employees will receive their regular straight-time wage for scheduled straight-time hours during the period of absence provided that the payment received for jury duty, less parking expenses, is returned to the Town. When an employee is not assigned to a case, or is released from jury duty before the normal quitting time, the employee shall return to work unless excused by his /her supervisor.

#### **SECTION 4.05 - VOTING LEAVE**

If an employee cannot vote at his/her assigned polling place either before or after the employee's scheduled work hours for reasons outside of the employee's control, the employee will be permitted up to three (3) consecutive hours of unpaid time off at the beginning or end of the workday to vote. Time absent from work may only be used to travel to and from the employee's assigned polling place and to vote. Employees should make their requests for time off to vote no later than twenty-four (24) hours in advance of Election Day. Every effort should be made to vote either before or after the employee's normal work day. The employee may use vacation or personal time off to be paid for the time away from work in lieu of unpaid leave.

#### **SECTION 4.06 - ADVERSE WEATHER LEAVE**

All employees are expected to report to work during adverse weather conditions, particularly those employees in the Public Works Department. However, if adverse weather conditions prevent Town Hall employee from coming to work, prevents him/her from coming to work on time, or requires him/her to leave work early, the employee must make the time up or, if a non-exempt employee, take the time off without pay. The employee may elect to use accrued vacation, compensatory time, or personal time to receive time off with pay, consistent with department policy. If the Town Hall is closed by order of the Town Administrator or designee, then the employee will be compensated fully for any hours missed.

#### **SECTION 4.07 - FAMILY AND MEDICAL LEAVE**

##### **(a) Introduction**

The federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA) provide employees with the right to take unpaid leave when employees need time off from work to care for themselves or a family member with a serious health condition or to care for a newborn or newly adopted child. The FMLA also provides employees with the right to take unpaid leave when employees need time off from work due to a qualifying exigency arising as a result of a family member being on covered active duty (or notified of an impending call or order to covered active duty) in the Armed Forces or to care for a family member who is a covered servicemember with a serious injury or illness.

##### **(b) Eligibility for Leave**

**WFMLA:**

- Employee must have worked for the Town for more than 52 consecutive weeks; and
- Employee must have worked for the Town for at least 1,000 hours during the 52-week period preceding beginning of the leave.

**FMLA:**

- Employee must have worked for the Town for at least 12 months; and
- Employee must have worked for the Town for at least 1,250 hours of service during the 12-month period preceding the beginning of the leave.

**(c) Amount of Leave Available**

**WFMLA:**

Employees are allowed up to 10 workweeks of unpaid leave in a calendar year as follows:

- Up to 6 weeks of unpaid leave for the birth or adoption of a child.
- Up to 2 weeks of unpaid leave for the care of a child, spouse, domestic partner, parent, parent –in-law, or parent of a domestic partner with a serious health condition.
- Up to 2 weeks of unpaid leave for the employee’s own serious health condition that makes the employee unable to perform his or her duties.

**FMLA:**

Employees are allowed up to 12 workweeks of unpaid leave in a calendar year for any combination of the following:

- Birth, adoption placement, or foster care placement of the employee’s child.
- To care for the employee’s spouse, child or parent who has a serious health condition.
- For the employee’s own serious health condition that makes the employee unable to perform the functions of his or her position.
- Due to any qualifying exigency arising as a result of the employee’s spouse, child, or parent being on covered active duty in the Armed Forces (“covered active duty” means duty during the deployment with the Armed Forces to a foreign country in the case of a member of a regular component of the Armed Forces or during the deployment with the Armed Forces to a foreign country under a call or order to active duty in the case of a member of a reserve component of the Armed Forces) or being notified of an impending call or order to covered active duty in the Armed Forces.

Under the FMLA, employees are allowed up to 26 workweeks of unpaid leave in a single 12-month period to care for their parent, spouse, child or next of kin who is:

- a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred or aggravated in the line of duty that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation or therapy, is in outpatient status or is on the temporary disability retired list or
- a veteran (as that phrase is defined by applicable law) who has a serious injury or illness incurred or aggravated in the line of duty, subject to some additional requirements, for which the veteran is undergoing medical treatment, recuperation or therapy.

Employees are entitled to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period when an employee takes leave to care for a covered servicemember, provided that the employee is entitled to no more than 12 workweeks of leave for one or more of the other FMLA-qualifying reasons listed above.

Spouses who are both employed by the Town are limited to a combined total of 12 workweeks of FMLA leave during any 12-month period if the leave is taken for birth or placement of a child for adoption or foster care or to care for a parent with a serious health condition.

Spouses who are both employed by the Town are limited to a combined total of 26 workweeks of FMLA leave during the single 12-month period (applying to the covered servicemember family leave) if the leave is taken to care for a covered service member with a serious injury or illness or if a combination of leave is taken to care for a covered service member with a serious injury or illness and for birth or placement of a child for adoption or foster care or to care for a parent with a serious health condition. However, if the leave taken by the spouses includes leave for birth or placement of a child for adoption or foster care or to care for a parent with a serious health condition, then the combined 12 workweek limitation shall apply to that leave.

Leave under the WFMLA and FMLA will run concurrently under circumstances where an employee's use of leave qualifies under both laws. Under the WFMLA, leave may be taken in non-continuous or intermittent blocks or increments for the birth or placement of a child for adoption, provided that the last increment of leave begins within 16 weeks of that birth or placement. WFMLA and FMLA leave may be taken in non-continuous increments to care for a family member with a serious health condition or for the employee's own serious health condition when medically necessary. FMLA leave may be taken in non-continuous increments for qualifying exigencies. Medical or family care-taking leave should be planned so as not to unduly disrupt the Town's operations.

#### **(d) Serious Health Condition**

Under the FMLA, a "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacitation of more than three consecutive calendar days and subsequent treatment combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, a period of incapacitation due to pregnancy or for prenatal care, a period of incapacitation or treatment due to a chronic condition, a period of incapacitation for a permanent or long-term condition, or a period of absences to receive multiple treatments for certain conditions. "incapacitation" means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

Under the WFMLA, a "serious health condition" is defined as a disabling physical or mental illness, injury, impairment or condition involving inpatient care in a hospital, hospice, or nursing home or outpatient care that requires continuing treatment or supervision by a health care provider.

**(e) Notifying the Town of Your Need for Family or Medical Leave**

In the event an employee would like family or medical leave, the Town must be notified, in writing, at least fifteen (15) days before the date on which leave is to begin, except in the case of an emergency. The Family and Medical Leave Request Form is available from the Deputy Clerk. In an emergency situation, notice must be given as to the need for leave as soon as possible. The failure to timely notify the Town of the need for leave may result in the delaying of leave until proper notice is received. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town's operations.

**(f) Health Insurance**

The employee may continue to receive health insurance coverage while on a family or medical leave by paying the regular cost of coverage for active employees. Other employment benefits will also be continued during the leave. An employee must notify the Town of his or her intent to continue health insurance coverage while on leave. In some instances, the Town may recover the cost of the employer's contributions towards the employee's group coverage made during the FMLA/WFMLA leave period if the employee fails to return to work upon the conclusion of the employee's leave.

**(g) Substitution**

The Town requires employees to substitute accrued paid leave for unpaid FMLA leave. Employees may elect to substitute accrued paid leave for unpaid WFMLA leave. Worker's compensation leaves will run concurrently with any FMLA/WFMLA leave.

**(h) Certifications**

An employee taking leave involving the serious health condition of the employee or the employee's family member, or the serious injury or illness of a covered servicemember will be required to provide medical certification completed by a health care provider within 15 days of the Town's request for certification. Health Care Provider Certification Forms are available from the Deputy Clerk. Employees must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified. The Town may request that an employee provide additional health care provider certifications from a health care provider chosen, and paid for, by the Town. The Town may also request that an employee recertify as to the continuation of the serious health condition at various points in time, at the expense of the employee.

An employee taking leave due to a qualifying exigency arising as a result of the employee's spouse, child or parent being on covered active duty in the Armed Forces or being notified of an impending call or order to covered active duty in the Armed Forces may be required to provide documentation verifying the need for such leave. In such instances, the employee is required to provide the requested documentation within 15 days of the Town's request for the documentation.

**(i) Return to Your Position at End of Leave**

At the end of an employee's family or medical leave, he/she will be returned to his/her former position or, if the position is filled, to equivalent employment with the Town. If an employee wants to return to work before his/her leave is to end, and work is available, the employee must notify the Town two (2) days prior to the desired return date. If the reason for leave was due to the serious health condition of the employee, a medical release must be provided to the Town before the employee returns to work.

**(j) Failure to Meet Policy Requirements**

If you fail to meet the requirements of this Policy for family or medical leave, your request for leave may be denied or delayed until the requirements are met.

**SECTION 4.08 - EXTENDED MEDICAL LEAVE**

If an employee requires a medical leave of absence beyond what is provided for under the Wisconsin Family and Medical Leave Act or the Federal Family and Medical Leave Act, such absence in any calendar year will be subject to the Town's Extended Medical Leave Policy. If the employee is not eligible for Wisconsin Family and Medical Leave or Federal Family and Medical Leave, or if, after exhausting the allotted amount of accrued paid time, the employee is still unable to return to work due to a serious health condition, the employee may apply in writing to the Department Head or Town Administrator or Library Board for an Extended Medical Leave of Absence. The written request must state the reason for the leave and the requested duration. Although medical leave may be extended by the Town under this policy, such Extended Medical Leave will no longer be governed by the Wisconsin Family and Medical Leave law or the Federal Family and Medical Leave law, but will instead be governed by the rules set forth below. Medical leaves under this policy must be of at least five (5) consecutive working days in duration. Absences of less than five (5) consecutive working days will not be treated as an extended medical leave of absence.

At the time the employee requests an Extended Medical Leave, medical document supporting the need for leave must be provided. Requests for unpaid leaves of absence may be granted at the discretion of the Town.

If an employee is not able to return to work upon the expiration of an approved leave of absence, the employee may request an extension of the leave, in writing, to the Department Head or Town Administrator or Library Board. The request must be submitted at least 5 days prior to the expiration of the leave, or as soon as the employee knows of the need for an extension if 5 days' notice is not possible. Such extensions may be granted at the discretion of the Town.

Before returning from an Extended Medical Leave, the employee must notify the Town. The employee must also provide a written doctor's release authorizing his or her return to work. The Town reserves the right to secure a second medical opinion at its expense.

Normally, leaves of absences are granted with the understanding that upon the expiration of an approved leave of absence, the employee will be returned to his or her former position. However, this will depend on factors such as the length of the approved leave, estimated return to work date, and employee's position. There is no absolute guarantee of a return to work after an unpaid leave of absence. If the former position is not available as determined by the Town, or if the employee is unable to return to work in the same capacity, the employee may be reassigned to a new position at the discretion of the Town, if there is a vacant position for which the employee is qualified, or the employee may apply to transfer to an open position.

Any Extended Medical Leave provided by the Town is unpaid. Eligible employees may continue his/her health insurance by paying the entire monthly premium to the Town in accordance with applicable law.

Vacation benefits will not accrue during the period of time lost during the leave. No holiday pay will be paid to any employee on a medical leave of absence.

#### **SECTION 4.09 - WORKERS' COMPENSATION**

Workers' compensation is a form of accident and disability insurance to protect you in the event of a job-related injury or illness. Income contribution and medical benefits are provided. Premiums for this insurance are paid by the Town.

##### **(a) Full Payment**

An employee absent from work because of injury or illness sustained in the course of employment by the Town shall receive worker's compensation payment with such supplement in that amount so that the worker's compensation and the supplement together shall equal the employee's normal take-home pay, after income tax and payroll withholdings.

##### **(b) Sick Leave**

While on Workers' Compensation, sick leave will not accrue.

##### **(c) Payments**

The Town's procedure for payments under worker's compensation will be as follows:

- Any eligible employee receiving a check from the Town's insurance carrier for a worker's compensation claim will immediately provide the Town Administrator with a photocopy of the check and then retain the check for his/her own use. The Town will then provide a payment to the employee for the supplemental amount, such amount to be paid at the next regular payday after the employee provides proof of the insurance payment.
- Upon return to work after a work-related injury or illness, you may be required to provide certification from your treating physician verifying that you are able to safely perform your regular job functions.

- An injury on the job is considered anything from a cut requiring a band-aid to an injury requiring medical treatment. If you are injured on the job, you must follow the following procedure:
  1. Perform basic first aid;
  2. Immediately notify your Department Head regarding the injury;
  3. Seek medical attention if the condition warrants the medical attention.
  4. Complete a First Report of Injury form and submit it to your Department Head. The Department Head shall then submit it to the Town Administrator.

#### **SECTION 4.10 - UNEMPLOYMENT COMPENSATION**

Town employment is covered by Wisconsin Unemployment Compensation laws.

## **ARTICLE V. WAGE & SALARY ADMINISTRATION**

### **SECTION 5.01 - PURPOSE**

The purpose of salary administration is to fairly allocate each position to an appropriate grade or classification in such a way as to maintain equity between positions while taking into consideration factors as education, experience, problem solving, work environment, supervisory responsibilities and other related factors contributing to the nature of the position. It also sets initial hiring rates and salary ranges, procedures for increases, as well as, promotion and reclassification guidelines.

### **SECTION 5.02 - ROLES AND RESPONSIBILITIES**

The development and administration of the compensation program is the responsibility of the Town Administrator. Salary adjustments are generally considered on an annual basis with sole approval of such adjustments remaining with the Town Board.

The following described compensation and benefits are listed for non-represented employees. Represented employees should refer to their contract for specific compensation and benefits that apply to them.

### **SECTION 5.03 - COMPENSATION FOR TEMPORARY JOB ASSIGNMENT**

Appointment of personnel to a higher classification on a temporary basis in order to fill a vacancy is considered an "acting appointment." An employee holding an acting appointment may receive a temporary pay increase which is at the sole discretion of the Town Board.

### **SECTION 5.04 - PAY FOR REGULAR FULL-TIME EMPLOYEES**

Unless salaried, regular full-time employees shall be paid his/her hourly rate times the number of hours worked. Time earned shall be calculated to the nearest quarter hour.

### **SECTION 5.05 - PAY FOR REGULAR PART-TIME EMPLOYEES**

Unless salaried, regular part-time employees shall be paid his/her hourly rate times the number of hours worked. Time earned shall be calculated to the nearest quarter hour.

### **SECTION 5.06 - OVERTIME PAY**

#### **(a) Hourly Paid Employees**

Nonexempt employees shall be compensated for actual time worked to a maximum of a 40-hour work week, which shall be inclusive of hours worked, vacation, and other authorized leaves. Nonexempt employees required to work additional hours in excess of forty (40) hours per week shall be paid overtime, either in wages or compensatory time off, depending upon the position, as determined by collective bargaining agreements or the employee's Department Head and subject to the provisions of the Fair Labor Standards Act. Overtime shall be paid at the rate of time and one half the employee's regular rate. The Department Head and Town Administrator shall have authority to control the amount and application of overtime. There may be times when it will be necessary for you to work overtime. Your Department Head will notify you as early as possible regarding the Town's scheduling needs.

There may be times when you would like to work overtime. However, prior authorization must be obtained from your Department Head before working overtime, so you must have your Department Head initial your time card to indicate that overtime has been authorized. Employees who work overtime without receiving advanced approval from a Department Head will be subject to discipline, up to and including termination.

An employee may request overtime hours to be accumulated as compensatory time (at one and one-half (1.5) times the number of hours of overtime worked) instead of being paid for those hours.

**(b) Hourly Paid Employees - Vacation**

When an hourly paid employee is called to work in an emergency and the employee is on a scheduled vacation, the employee shall be paid at the rate of time and one half for the time worked, and shall be offered an alternative date for the use of the vacation time.

**(c) Hourly Paid Employees - Sundays and Holidays**

Hourly paid employees who work overtime hours ~~on a Sunday or on a holiday~~ as specified in the Employee Benefits Manual, ~~will shall be paid time and a half plus straight time holiday pay be paid double time (two times the employee's regular salary).~~ Public Works Department employees will only receive double-time on Sundays between March 16 to November 14 and when working overtime hours on a holiday, as specified in the Employee Benefits Manual.

**(d) Hourly Paid Public Works Employees**

1. **Two Hour Minimum Call-In Pay.** There may be times where the Director of Public Works needs to call in a Public Works Employee for an urgent, unplanned situation that needs immediate attention, such as (i.e. a sign or tree down, snow drifting, plowing Mary Hill Road from snow being made at Ausblick ski hill, and salting water on the road from water transport to a fire etc.). A Public Works employee called in for an urgent, unplanned situation covered by this policy shall receive two hours of call-in pay, except in the event an employee is called in for an urgent situation that needs immediate attention and continues to work until the start of the employee's previously scheduled shift. ~~That employee should be able to respond within 30 minutes. Two hour call-in pay does not apply to snow events for which personnel have been scheduled in advance.~~ Should the employee who is called in is not able to work due to illness or other extreme emergency, he/she shall notify the Director of Public Works immediately. Compensation for time worked outside the normal shift hours which constitutes overtime, Monday through Friday, shall be paid at one and one-half (1.5) times the number of hours of overtime worked or receive compensatory time, ~~for a minimum of two hours.~~

**(e) Salaried / Exempt Employees**

Salaried exempt employees shall not earn overtime pay.

## **SECTION 5.07 - COMPENSATORY TIME**

Compensatory time off may be used, with Department Head approval by hourly paid employees to provide an alternate form of compensation for overtime hours worked.

Compensatory time off for hourly paid employees shall be granted in the same manner as overtime pay. Compensatory time off shall be granted at a straight time, one for one rate.

### **(a) Use**

Use of compensatory time off cannot be disruptive to the delivery of services to the public or to the smooth functioning of the organization. Compensatory time may be accumulated, provided however that the total accumulation shall not exceed eighty (80) hours in any calendar year. Any time in excess of eighty (80) hours will automatically be paid at the overtime rate of one and one-half (1.5) times the employee's regular rate.

At the end of each calendar year, any accumulated compensatory time not used will be paid to the employee.

Compensatory time may be used by full-time employees subject to the approval of the Department Head.

Each Department Head shall maintain records as to compensatory time accumulated, compensatory time used by the employee, and shall report such accumulation of the compensatory time and use of compensatory time to the Town Clerk, from time to time as requested.

### **(b) Abuse**

The abuse of the compensatory time off or flex time privilege will result in the loss of this benefit.

### **SECTION 5.08 - TIME CARD REGULATIONS**

It is important that accurate records of your hours are kept so that your paychecks will be correct. For this reason, all hourly-paid employees are required to accurately record their time each workday. To aid us in properly processing your paycheck, employees must observe the following rules:

1. Each employee should complete his/her time card only. If any employee is found to have completed it for another employee, both employees will be subject to discipline, which may include a written warning or termination.
2. Hourly employees in departments which use a timeclock must not punch in more than seven (7) minutes before the start of their shift, unless overtime has been previously authorized.
3. Each employee will be required to verify that the hours on his/her time card are accurate by signing the time card. Falsifying hours worked will result in discipline, up to and including termination.
4. Employees are to record the time out when leaving the work location for personal reasons.
5. An employee who leaves the premises during paid working hours without the permission of his/her Department Head, will be subject to disciplinary action.
6. The time cards shall be turned in to the Department Head as requested.

### **SECTION 5.09 - PAY PERIODS**

The pay period for all regular full-time employees is bi-weekly, beginning on Sunday and ending fourteen days later on Saturday.

### **SECTION 5.10 - PAY CHECKS**

Paychecks are issued bi-weekly for Town employees no later than the Thursday after the previous two-week pay period. The payroll deposit day may be deposited a day early due to a bank holiday. Elected Officials, and part-time Fire Department employees are paid monthly, on the second Monday. Please see Appendix E for the Holiday Payroll Processing Schedule.

Employees have the choice to use direct deposit or to receive a physical check. In general, deposits are made available to the employee's account the morning of the designated payday. It is the employee's obligation to make sure that all of their direct deposit information is current and to advise their Department Head and the Deputy Clerk-Finance whenever there has been a change in their bank or deposit information. Employees may only utilize one direct deposit bank account at a time.

### **SECTION 5.11 - PAYROLL DEDUCTIONS**

Automatic payroll deductions shall be made as required by applicable State and Federal law. The following items are deductions that may be made from an employee's gross pay, although not all applicable to every employee and some are paid by the Town: Federal income taxes, State income taxes, FICA (Social Security), deferred compensation program deductions; wage assignments, health insurance deductions, and life insurance deductions. Improper wage deductions are prohibited by the Town. In the event an exempt employee is inappropriately deducted wages or desires to file an internal wage and hour complaint, the employee shall notify his or her direct supervisor immediately. The supervisor will work with the Town Clerk to investigate the complaint and to resolve the improper deduction issue and appropriately reimburse the employee, if warranted.

### **SECTION 5.12 - PAYMENT UPON TERMINATION**

Upon the death, retirement, termination or resignation of an employee, the employee, or, in the event of death, the employee's spouse, other family member, or employee's estate as required by law, shall be paid at the rate of pay in effect upon termination for his/her salary through the last day of employment and any earned but unused or unpaid vacation entitlement, and holiday pay in accordance with this Handbook, provided, however, no vacation accrued in the year of termination/death will be paid out. Compensatory time will be paid out as required by applicable law. Unused compensatory time payout only applies to hourly paid employees.

## **ARTICLE VI. DISCIPLINARY ACTION AND CODE OF CONDUCT**

### **SECTION 6.01 - DISCIPLINE**

Discipline may result when an employee's actions do not conform with generally accepted standards of professionalism, when an employee violates a policy or rule, when an employee's performance is not acceptable, or when the employee's conduct is detrimental to the interests of the Town. Disciplinary action may call for any of four steps – verbal warning, written warning, suspension (with or without pay) or termination of employment – depending on the problem and the number of occurrences. There may be circumstances when progressive discipline is bypassed. Certain types of employee problems are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps. The Town of Lisbon reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.

Whenever and wherever people work together, certain standards of reasonable conduct need to be established in order to maintain an orderly and efficient work environment. Corrective discipline is not intended to inflict punishment. The Town wants to take measures that are designed to correct whatever problem the employee has, and to make the employee aware of the importance of adhering to our operating policies and procedures. In some cases, it may be necessary to dismiss an employee because of the seriousness or continuation of unacceptable conduct.

The Town will attempt to administer discipline on a fair and equal basis to all employees. The following types of conduct are unacceptable in our work place and may be grounds for immediate dismissal. The following list does not constitute an entire list of conduct for which discipline may be imposed:

- Theft or misappropriation of Town or employee property, or any form of dishonesty
- Falsifying records or information
- Intentionally punching another employee's time card or falsifying a time card
- Refusal to follow the direct order of a Department Head or Town Board
- Fighting, immoral conduct, threats, intimidation or harassment of customers or employees
- Use or possession of alcoholic beverages on Town premises or off Town premises while on duty
- Reporting for work under the influence of drugs or alcoholic beverages
- Unauthorized possession of weapons or firearms on Town premises
- Absent three (3) consecutive work days without notice
- Excessive absenteeism
- Failure to report absences
- Habitual tardiness
- Working another job while absent
- Leaving the job without permission
- Excessive time at break periods
- Engaging in conduct or activities which serve to lengthen the healing period for a work-related injury
- Disclosing of confidential Town information, including the use of cameras on the premises
- Gambling on Town premises
- Sleeping on the job

- Theft of Town property
- Destruction or defacing of Town or employee property or equipment
- Misuse or unauthorized use of Town property
- Unauthorized solicitations or distributions
- Failure to promptly report defective equipment or safety hazard
- Failure to report injury or accident immediately
- Horseplay or violation of safety rules
- Engaging in conduct which creates an unsafe work environment
- Failure to complete reports promptly and accurately
- Discourteous treatment of customers or the use of profanity or threatening language

The Town's disciplinary procedure and corrective action program is designed to encourage individuals to become satisfactory employees, rather than punish them. Corrective action may take the form of:

1. Verbal warning;
2. Written warning;
3. Suspension; and/or
4. Termination.
5. Based on the severity of the incident, as determined by the Department Head or Town Board, the verbal warning and/or written warning may be bypassed and the employee terminated. Because it is impossible to list every conceivable infraction, these guidelines can be amended by the Town within its total discretion at any time. The Town further reserves the right to add to, modify, or eliminate any rule when circumstances require a change.

## **SECTION 6.02 - GRIEVANCE PROCEDURE**

### **(a) Policy**

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats., other than fire employees subject to Section 62.13(5), Wis. Stats. An employee may appeal any level of discipline under this grievance procedure. For purposes of this policy, the following definitions shall apply:

2. "Employee discipline" includes all levels of progressive discipline, but shall not include the following items:
  - Placing an employee on paid administrative leave pending an internal investigation;
  - Employee counseling, meetings or other pre-disciplinary action;
  - Actions taken to address work performance, including use of a performance improvement plan or job targets;

- Nondisciplinary demotion, transfer or change in job assignment; or
  - Other personnel actions taken by the Town that are not a form of progressive discipline.
3. "Employee termination" shall include action taken by the Town to terminate an individual's employment for misconduct or performance reasons, but shall not include the following personnel actions:
- Voluntary quit;
  - Layoff or failure to be recalled from layoff at the expiration of the recall period;
  - Retirement;
  - Job abandonment, "no-call, no-show", or other failure to report to work; or
  - Separation from employment due to medical condition, lack of or license, or other inability to perform job duties.
4. "Workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

**(a) Written Grievance**

Any written grievance filed under this policy must contain the following information:

- The name and position of the employee filing it,
- A statement of the issue involved,
- A statement of the relief sought,
- A detailed explanation of the facts supporting the grievance;
- The date(s) the event(s) giving rise to the grievance took place,
- The identity of the policy, procedure, rule or action that is being challenged;
- The steps the employee has taken to review the matter, either orally or in writing, with the employee's supervisor; and
- The employee's signature and the date.

**(b) Steps of the Grievance Procedure**

Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance. If a complaint or question is not resolved after discussing the issue with an immediate supervisor, then the employee should follow the steps listed below.

### **Step 1 – Written Grievance Filed with the Department Head**

The employee must prepare and file a written grievance with the Department Head within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his or her decision, if possible, within ten (10) business days of receipt of the grievance. If the investigation and the Department Head's decision cannot be completed within this timeframe, the Department Head's decision will be rendered as soon as reasonably practicable. In the event the grievance involves the Department Head, the grievance shall be filed with the Town Administrator, who shall conduct the Step 1 investigation. If the grievance involves the Town Administrator, then the grievance shall be filed with the applicable departmental liaison on the Town Board. If the grievance is filed with the Town Board liaison, then the liaison shall designate an investigator for purposes of completing Step 1.

### **Step 2 – Written Grievance Filed with the Town Administrator**

If the grievance was originally filed with the Town Administrator or the Town Board departmental liaison under Step 1 and the grievance is not settled at Step 1, then the employee may appeal the grievance in writing to the party conducting the investigation under Step 1 and proceed directly to Step 3 by appealing the grievance in, in writing, within (5) business days following receipt of the decision under Step 1.

If the grievance is not settled at Step 1, the employee may appeal the grievance, in writing, to the Town Administrator within five (5) business days following receipt of the Department Head's decision from Step 1. The Town Administrator or his/her designee will review the matter and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance.

### **Step 3 – Impartial Hearing Officer**

If the grievance is not settled at Step 2, the employee may request in writing, within five (5) business days following receipt of the Town Administrator's decision, a request for a written review by an impartial hearing officer. The Town shall select the impartial hearing officer. The hearing officer shall not be a Town employee. The impartial hearing officer will determine whether the Town acted in an arbitrary and capricious manner. In all cases, the grievant shall have the burden of proof to support the grievance. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.

### **Step 4 – Review by the Town Board**

If the grievance is not resolved after Step 3, the employee or the Town Administrator shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the Town Board. The Town Board shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The matter

will be scheduled for the Town Board's next regular meeting, or as soon as otherwise possible. The Town Board will inform the employee of its findings and decision in writing within ten (10) business days of the Town Board meeting. The Town Board shall decide the matter by majority vote and this decision shall be final and binding.

**(c) Time Limits**

An employee may not file a grievance outside of the time limits set forth above. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. An employee must process his/her grievance outside of normal work hours, unless the employee elects to use accrued paid time (vacation, comp time etc.) in order to be paid for time spent processing his/her grievance through the various steps of the grievance procedure.

**(d) Cost of Grievance**

The employee and Town shall pay their own costs associated with handling the grievance. The fees, if any, associated with the hearing officer shall be paid by the Town.

## **ARTICLE VII. LAY-OFFS AND FURLOUGHS**

### **SECTION 7.01 - POLICY**

Reductions in workforce may occur through layoffs or furloughs, in addition to attrition or position elimination or modification. The Town Administrator with approval by the Town Board will determine the departments, number of positions, and the Department Heads shall determine the persons impacted by the reduction in force.

### **SECTION 7.02 - PROCEDURE**

#### **(a) Method**

In the event of a reduction in workforce through layoff or furlough, affected employees will be laid off or furloughed based on skills, abilities, qualifications, and the interests and needs of the Town. If, in the sole judgment of the Town, the skills and abilities of two qualified individuals are equal and the needs of the Town do not necessitate retaining one employee rather than another, then seniority shall be the determining factor.

#### **(b) Recall**

When vacancies exist, an attempt may first be made to fill them by recall of employees who have been laid-off within the prior two years within a department. If there is more than one person who has been laid off by the Town within the prior two years, recall may be the reverse order of lay-off.

## **ARTICLE VIII. RULES OF CONDUCT**

### **SECTION 8.01 - POLICY**

A certain number of rules are necessary at work. Rules are not meant to restrict employees but are established from time to time to govern conduct while at work. Any employee who violates any Town policy, procedure, rule, or regulation, whether written or unwritten, shall be subject to disciplinary action which may include verbal warnings, written warnings, suspension with or without pay, work restrictions, termination or any other form of discipline deemed necessary. The nature of the discipline will depend upon the nature and severity of the violation and the surrounding circumstances.

The following are rules of conduct employees of the Town of Lisbon are expected to adhere to. The following are guidelines. Individual departments may have rules of conduct that differ from these and employees are expected to know and follow those policies as well.

### **SECTION 8.02 - PUBLIC CONTACT**

The major responsibility of employees is to serve the public. The residents of Lisbon are considered your employers and are entitled to courtesy, prompt service, and impartial attention.

### **SECTION 8.03 - PERSONAL APPEARANCE**

Your personal appearance is also important. The neat, well-groomed and appropriately dressed employee, as determined by each department, creates the best impression. Always keep in mind that every time an employee has a business or personal contact with the public some kind of impression is registered. All these impressions, when combined, create the reputation of the Town of Lisbon.

### **SECTION 8.04 - PUNCTUALITY AND ATTENDANCE**

If an employee is going to be late or absent from work, he/she must notify his/her immediate supervisor as soon as possible, but no later than thirty (30) minutes prior to his/her starting time. It is the employee's responsibility to see that proper notification is given. Asking another employee, friend or relative to give this notification is not considered proper, except in emergency situations.

#### **(a) Absences**

If an employee is absent and does not call in, he/she will be assessed with an unexcused absence. If the employee is absent for three (3) consecutive days without calling, he/she will be presumed to have voluntarily quit and employment will be terminated.

The Town places great emphasis on good attendance. Frequent absence or tardiness places an extra burden on your co-workers. Only when you are dependably on the job can the Town carry out its schedules and meet the needs of our customers. Your individual contribution is important to the functioning of the organization.

Regular and predictable attendance is expected of every employee. It is your responsibility to be on the job on time each day, fully able and ready to work. Although there are justifiable reasons to take off from work, employment assumes the availability for work and excessive absenteeism, not including approved leaves, and/or excessive tardiness may lead to discipline, up to and including termination. An employee's unexcused absence record will also be taken into consideration when the Town reviews each employee for wage increases and promotions.

#### **(b) Tardiness**

Employees are expected to arrive at work on time, return from scheduled rest breaks and lunch breaks on time, and to remain working until the end of the scheduled shift. Emergency conditions may warrant occasional tardiness. Under these circumstances, an employee who anticipates being tardy due to the emergency conditions should call in to report the tardiness as soon as possible.

Two (2) or more unexcused tardiness incidents occurring within a single pay period will be considered to be excessive and may result in disciplinary action. Habitual, repetitious or patterns of tardiness may also result in disciplinary action up to and including termination.

#### **SECTION 8.05 - TOBACCO USE POLICY**

No employee will be permitted to use tobacco, including e-cigarettes while in a Town building and in a Town vehicle. Department Heads may establish more restrictive department rules. A violation of this policy may result in discipline, up to and including termination.

#### **SECTION 8.06 - POLITICAL ACTIVITY**

Employees will not be discriminated in favor or against because of political contribution, permitted political activity or neutrality. Employees may not solicit, be solicited nor receive political contributions or services on the job. Employees may not engage in any form of political activity on-the-job. Employees may not engage in political activity off-the-job to such an extent that it interferes with doing his/her job.

#### **SECTION 8.07 - SAFETY**

The Town regards your safety on the job as a vital responsibility. Always be alert to unsafe conditions, faulty equipment, or other on-the-job hazards. Employees must use safety equipment if required. Employees are responsible for reporting unsafe conditions or accidents to their supervisor, complying with any laws or safety codes, and maintaining concern for the safety of yourself and co-workers. Failure to use proper safety equipment or follow safety instructions may result in disciplinary action.

#### **SECTION 8.08 - USE OF TOWN EQUIPMENT/PROPERTY**

Town owned vehicles, equipment, materials and property are to be used for Town purposes and may not be used for profit or personal use. Minor personal uses as defined in departmental policies and as approved by the Town Administrator may be allowed as a privilege of employment, however, such uses can be revoked at any time due to abuses of the privilege. Those uses which have the potential for liability will require a waiver of liability before any such use can take place.

Office equipment, such as the copier, may be used for personal business on the employee's own time. The Town is to be reimbursed for any supplies used.

Use of any other Town equipment or supplies or equipment for personal use is prohibited. Unless otherwise stated herein, personal use of Town equipment or use by any person other than the employee is prohibited.

Some circumstances may require employees to take Town equipment home, such as Town issued laptops. See Section 12.06 for further details. These instances must be approved by the Department Head or the Town Board.

### **SECTION 8.09 - CONFLICTS OF INTEREST**

The successful operation and reputation of the Town, our employees and leaders are built upon the principles of fair dealing and ethical conduct of our employees. The Town's reputation for integrity and excellence requires careful observation of the spirit and letter of all applicable laws and regulations, as well as scrupulous regard for the highest standards of conduct, trust and personal integrity.

The continued success of the Town is dependent upon maintaining the public's trust and of those with whom each employee serves. Employees owe a duty to the Town, the public and each other, to act in a way that furthers the interests of the public and in a way that will merit the continued trust and confidence of each other and the public. Employees will conduct business in accordance with the letter, spirit, and intent of all relevant laws and employees will refrain from any illegal, dishonest, or unethical conduct.

No employee shall engage in or have a financial or other interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his or her duties and responsibilities with the Town. All employees are expected to perform their duties in a manner free from an actual conflict of interest or from situations that create the appearance of a conflict of interest, in a manner inconsistent with §19.59, Wis. Stat. Any employee who has a financial interest, including employment, in any business entity entering into, proposing to enter into or bidding on any transaction with the Town, or who, as part of his or her official duties, will be making an official decision or recommendation significantly affecting a business competitor, client or regular customer, shall disclose such interest to the Town.

No employee, including persons or firms engaged to provide professional services to the Town, shall represent, for compensation, private interests before the Town without disclosure of the private business relationship and without explicit consent of the Town.

No employee shall disclose or use confidential information of the Town to advance the financial or other private interest of the employee or others.

### **SECTION 8.10 - GIFTS AND GRATUITIES**

No employee or official of the Town shall accept, receive or solicit, either directly or indirectly, any gift or gratuity of any value when the receipt of such gift or gratuity can reasonably be interpreted as intended to influence the employee or official in the execution of his/her official duties.

## **SECTION 8.11 - CONFIDENTIALITY**

Because of an employee's responsibilities at the Town, an employee may have access to confidential Town, resident, personnel, or other sensitive information. This may include information concerning a resident's financial status, employee records and the Town's business practices including purchasing and negotiating strategies. This sensitive information cannot be disclosed to any personnel who do not have a legitimate business need to know such information or to persons outside the Town organization without the determination of the Town Administrator or Department Heads as designated and authorized by the Administrator. All employees are responsible for protecting the confidentiality of this information. Failure to adhere to confidentiality requirements may lead to disciplinary action, up to and including termination.

## **SECTION 8.12 - TOWN PROPERTY**

It is the Town's intent to provide its employees, during the course of their employment, with access to and the use of various property for the purpose of conducting business for the Town. Employee should have no reasonable expectation of privacy in the use of the Town's and the public's property. The Town may access its property with or without the prior consent or knowledge of the employee to the extent permitted by law. Town property is to be used judiciously by employees at all times and only in the manner for which the Town and public intends the property to be used.

Employees must maintain their work spaces in a clean, orderly and professional manner. Employees must report any suspected misuse or abuse of the Town's property.

Employees are encouraged to exercise care and attention in safeguarding personal property brought to the work place. The Town does not assume liability for the loss, theft or damage of personal property brought to the work place.

The Town reserves the right to access, replace or utilize any of its property without prior permission of the employee to whom it was provided to the extent permitted by law. Circumstances warranting a need to access property in the employee's absence include, but are not limited to, the following:

- The Town has a need to search for business items or information that are needed in a timely manner.
- The Town is complying with applicable laws regarding review and disclosure of records and information.
- The Town has reasonable suspicion to believe that the employee is engaging in illegal or improper activities, in conjunction with committing a violation of policy, rules or general expectations of conduct, or in a way that may jeopardize the health and well-being of other.
- For any other lawful reason.

Under these circumstances, employees may be required, upon the request of the Town, to submit to a search of any personal property brought onto the Town's premises to the extent permitted by law.

### **SECTION 8.13 - SECONDARY EMPLOYMENT**

Employment with the Town by regular full and part-time employees should be considered the employee's primary employment. Secondary employment with other entities must not conflict, whether real or implied, with the duties of the employee. The Town has priority call upon the services of its employees regardless of any conflict with secondary employment. An employee who engages in secondary employment must clearly define himself or herself as an employee of the secondary employer and not act or treat himself or herself as an employee or agent of to the Town.

Employees must still comply with all policies, rules and general expectations of conduct when engaging in off-duty behavior regardless of such secondary employment. The Town may terminate the employment of an employee whose secondary employment may interfere with the performance of his or her work, where a conflict, whether real or implied, exists, where the interests of the Town are impacted as a result of the secondary employment, or where such employment or conduct negatively affects the image of the Town or its employees. An employee will not be permitted to work for another employer while on a leave of absence or while absent for illness from the Town. An employee who desires to hold secondary employment while employed by the Town must obtain the permission of the Town to maintain both sources of employment.

Employees who engage in outside employment shall not conduct any business related to such employment on Town premises or during hours in which such employees are working for the Town or advertise their outside employment either directly or indirectly on Town premises during work. Please refer to the section related to Conflicts of Interest for further clarification.

## ARTICLE IX. DRUG AND ALCOHOL POLICY

### SECTION 9.01 - DRUG & ALCOHOL-FREE WORKPLACE

The Town intends to maintain a drug and alcohol-free workplace. Accidents, injuries, absenteeism, decreased productivity and property damage can all be the result of being under the influence of drugs or alcohol at work. It is the responsibility of both employees and the Town to maintain a safe, healthful and efficient working environment. This policy is intended to be consistent with the requirements of the Drug Free Workplace Act of 1988.

This policy applies to all Town employees, other than those who are covered by the Commercial Driver's License (CDL) DOT Drug and Alcohol Policy.

#### (a) Conduct and Discipline

As required by the Drug Free Workplace Act, all Town employees must abide by the following rules. A violation of these rules may result in disciplinary action, including possible termination.

1. Employees are prohibited from using, possessing, manufacturing, distributing, purchasing or dispensing alcohol or controlled substances/illegal drugs or drug paraphernalia while on Town property, while performing their job duties or engaged in a Town-sponsored activity, or while on Town business, or in the course of operating Town equipment or vehicles.
2. Employees are prohibited from reporting for or remaining on duty or performing assigned job duties while under the influence of alcohol or a controlled substance/illegal drug, or having the prohibited level of alcohol or an illegal drug/controlled substance in their system as indicated by a positive test result.
3. No prescription drugs may be brought onto or consumed on Town property by any person other than the person for whom they were prescribed. Prescription medications may be possessed and used during work hours by the employee for whom they were prescribed, as long as they have been legally prescribed for the using employee, are kept in their original container and are used in strict accordance with the prescription. Employees on physician-prescribed medications must notify their Department Head before engaging in any work if there is a possibility that such medication could affect job performance and/or safety.
4. Criminal convictions for manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace must be reported **in writing** to the Department Head no later than five (5) calendar days after such conviction. Appropriate action, which may consist of discipline up to and including termination, will be taken within 30 days of notification. Federal contracting agencies will be notified when appropriate.
5. Employees who refuse to submit to a drug and/or alcohol test when directed to do so under circumstances consistent with this policy will be immediately placed on suspension pending termination.

6. No employee may engage in any conduct that prevents the completion of a test, or provide false information in connection with a test, or attempt to falsify a test result through tampering, contamination, adulteration, or substitution.
7. No employee may use any alcohol within eight (8) hours following an accident.
8. Employees will be expected to comply with the Town's requirements for treatment, after care, and return to duty.

**(b) Testing**

1. Pre-Employment: The Town reserves the right to conduct drug testing as part of the evaluative procedure for new and returning employees, which will be conducted in conjunction with a conditional offer of employment.
2. Reasonable Suspicion: A Department Head or supervisor may require an employee to be tested for drugs or alcohol if there is a reasonable suspicion that the employee is under the influence of, or has drugs or alcohol in his system in excess of established threshold levels while on Town time. A reasonable suspicion must be based on specific observations and on any reasonable inferences drawn from those observations about the conduct of an individual that would leave a reasonable person to suspect that the individual is under the influence of, or has a drug or alcohol in his system in excess of established thresholds while on Town time.
3. Post-Accident/Work Related Incident: Drug or alcohol testing will result following a work-related incident resulting in personal injury requiring treatment beyond simple first aid, or resulting in substantial property damage, or where the reason for the incident is not evident or reasonably explained.
4. Random: Drug testing may be required on a random basis for employees who are required to drive or operate machinery or equipment as a part of their job duties. All Employees in a specific job category can be required to be tested at the same time upon order of the department head.
  - a. The Town will provide transportation for the employee to the testing facility in cases of reasonable suspicion and post-accident, work-related incidents.
  - b. All drug and alcohol testing will be performed by a laboratory selected by the Town and certified by the State for drug and alcohol testing.
  - c. All testing will be conducted according to DHHS/SAMHSA guidelines where applicable and will include a screening test, a confirmation test, and review by a Medical Review Officer (MRO) in the event of a positive test.
  - d. Employees who test positive, will be given the opportunity to provide a legitimate medical explanation, such as a physician's prescription, for the positive result.

5. Positive Test Result/Self-Reporting. The following procedures may be utilized, depending on all relevant circumstances, for an employee who tests positive for drugs or alcohol, or who voluntarily comes forward to indicate that he has an alcohol or drug problem. This procedure shall not apply to applicants who test positive after taking a pre-employment substance screen.
- a. Referral to a substance abuse professional for assessment and recommendation will be mandatory.
  - b. The employee will be required to successfully complete any recommended treatment or rehabilitation, including continuing care. Treatment and rehabilitation will be at the employee's expense. Employees should check for coverage under the Town's health plan.
  - c. Assuming the employee successfully completes recommended treatment and rehabilitation and cooperates with continuing care, the employee will be required to pass a Return-to-Duty test and sign a return-to-work agreement.
  - d. The employee will be subject to random drug testing for a period of one year and will be terminated immediately if he tests positive a second time or otherwise violates the return-to-work agreement.
  - e. All or some of the foregoing provisions of this section may not be applied or may be modified depending on the particular circumstances of any given situation.
6. Return-to-Duty: Any employee found to have violated this policy will be required to test prior to returning to duty, and then randomly thereafter, for a one-year period.

**(c) Employee Consent to Testing**

Each employee/applicant will be required to complete and sign a form by which he/she consents to and authorizes testing and disclosure of test results to the Town. **IF THE EMPLOYEE REFUSES TO COMPLETE AND SIGN THE CONSENT/AUTHORIZATION FORM, OR THE CHAIN OF CUSTODY FORM AT THE COLLECTION SITE, OR IF THE EMPLOYEE REFUSES TO PROVIDE A SPECIMEN FOR TESTING, SUCH REFUSAL WILL CONSTITUTE GROUNDS FOR TERMINATION.**

**(d) Confidentiality**

Results of all alcohol and/or controlled substance test will be kept separate from personnel files and treated as confidential information and access to such results shall be limited. Results will not be communicated to others outside of the employee's direct supervisory chain except when necessary in connection with any rehabilitation or use of the employee assistance program or related to the alcohol and/or controlled substance test.

**(e) Conclusion**

The Town is committed to the health, productivity and stability of the Town, its employees and the safety of the general public. The Town is firmly committed to the fair and equal treatment of all employees under this policy and expects that all employees will participate fully, willingly and with the knowledge that a safe, healthful and productive work environment is to the benefit of all.

If you have any questions or concerns regarding the drug testing policy please feel free to see your supervisor or any other supervisory employee of the Town.

**SECTION 9.02 - DRUG AND ALCOHOL TESTING FOR DRIVERS REQUIRING CDL LICENSE**

**(a) Purpose**

The Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration (FMCSA) have issued a rule (49 CFR Parts 40 and 382) requiring alcohol and controlled substance testing of drivers who are required to have a Commercial Driver's License. These rules include procedures for urine testing and breath alcohol testing. The purpose of this policy, then, is to establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of these substances by drivers of commercial motor vehicles. Consequently, the Town has established the following alcohol misuses prevention program and anti-drug program, as well as the subsequent enforcement of violations for its employees conducting safety-sensitive job functions. (Employees should also refer to the Town's "Drug-Free Workplace Policy" which addresses the strict enforcement of workplace-controlled substance usage.)

**(b) Policy.**

For purposes of this policy, the Town and the DOT strictly prohibit the use of alcohol and/or controlled substances by its employees and volunteers who are performing, or ceasing to perform the following safety-sensitive job functions:

1. Operation of commercial motor vehicle;
2. Repair and maintenance of a commercial motor vehicle;
3. Control the movement of commercial motor vehicles (i.e., dispatcher); or
4. Directly supervising employees who perform safety-sensitive job functions.

**(c) Prohibited**

Safety-sensitive employees may not consume alcohol:

1. Four (4) hours before performing a safety-sensitive function;
2. While performing a safety-sensitive function;

3. After a fatal accident, unless the employee has been tested or eight (8) hours have elapsed from the actual time of the accident; or
4. After a non-fatal accident unless the employee's involvement can be completely discounted as a contributing factor to the accident the employee has been tested, or eight (8) hours have elapsed from the actual time of the accident.

The unauthorized use of any controlled substance is strictly prohibited in all situations.

**(d) Required Conditions of Testing**

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

Testing must be conducted in the following situations:

1. Pre-employment: Prior to the first time an employee performs safety-sensitive functions for the Department (i.e., new employment, job transfer, etc.), the employee shall be screened for alcohol and controlled substances. A positive result will result in a disqualification from further consideration for the vacancy or eligibility list.
2. Reasonable Suspicion:
  - a. In a situation where an employee is either acting in an impaired manner and/or the supervisor has reasonable suspicion to believe the employee is using, in possession of, or is under the influence of alcohol or drugs (i.e., smell of alcohol), the supervisor should generally, but may not always, seek a corroborating opinion from another supervisor or manager prior to immediately removing the employee from the job.

NOTE: Reasonable Suspicion means a suspicion based on a specific personal observation by a supervisor or another, that can be described regarding the appearance, behavior, job performance, speech or breath odor of an employee. It also means receipt of information about an employee's suspected drug or alcohol use from a reliable source.

- b. Once the employee has been removed from the job the supervisor is to contact the Department Liaison. If contact cannot be made at that time, the supervisor is to proceed through the next step of this procedure and make contact with the Department Liaison as soon as possible thereafter.
- c. The supervisor is to then transport the employee to the collection site for drug testing immediately, or no later than two (2) hours of having observed the behavior. The supervisor is to wait at the clinic with the employee until the breath test has been completed or the urine sample has been taken.

- d. Once the drug testing has been completed and a positive confirmatory test result has been received (0.02 percent or above), the employee will not be permitted to drive his/her own vehicle home at that time. The employee must make alternative arrangements in order to leave the collection site.
  - e. The employee is to be advised not to report for work as she/he will be placed on administrative leave without pay. If a blood alcohol test has been administered, the Town will contact the employee once the test results are known (this normally takes 24-48 hours) and a decision has been made as to the employee's status.
  - f. The results of the drug testing will be sent directly to the supervisor. When the results are obtained, the employee's supervisor and department head will meet with the person to determine the appropriate course of action to be taken. This is a **confidential** process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a supervisor must not discuss the suspected reason for a referral or termination with anyone who does not need to know.
  - g. Once the test has been completed and the employee has been sent home, the supervisor must submit a written report to the Department Liaison outlining, in detail, the event and the behavior observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report is to be done within twenty-four (24) hours of the testing.
3. **Random:** This test is used in order to eliminate risks associated with illegal or unauthorized drug and alcohol use. Random alcohol and drug testing will be conducted just before, during, or just after an employee's performance of safety-sensitive duties. The employee will be randomly selected for testing from a "pool" of employee's subject to testing. The testing dates and times are unannounced and are with unpredictable frequency throughout the year.

The minimum annual percentage rate for random alcohol and drug testing shall be a twenty-five percent (10%) and fifty percent (50%) respectively, of the average number of safety-sensitive positions. The FHWA will annually publish its decision to increase or decrease the minimum annual percentage rate for random alcohol and drug testing based upon the reported violation rate for the entire commercial vehicle industry. For example, if the Town has one hundred twenty (120) employees who are required to submit to testing, the DOT regulations specify that random testing will be performed at a rate of fifty (50%), then sixty (60) employees must be tested each year - which translates to five (5) employees per month.

The selection of employees for random testing shall be administered by a third-party selected by the Town using a scientifically-valid method. This method will be a computer software-based random selection program that is matched with employee social security numbers. A monthly list of confidential numbers will be generated and forwarded to the supervisor in order that they may make arrangements for testing. Under this selection process, each employee will have an equal chance of being tested each time selections are made.

In the event an employee tests positive for either alcohol or controlled substances, the employee will be subject disciplinary action up to, and including, discharge.

4. Post-Accident: As soon as practical following an accident involving a commercial motor vehicle, the Town shall test an employee driver for alcohol and controlled substances. This testing will be required if:
  - a. The accident involved the loss of human life; or
  - b. The employee receives a citation under State or local law for a moving traffic violation arising from an accident.

The alcohol breath test is required to be administered within two (2) hours following the accident, and the drug test is to be administered within thirty-two (32) hours of the accident.

An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the department to have refused to submit to testing.

5. Return to Duty/Follow-up: This test is used to maintain abstinence and to prevent relapse by employees during and after drug treatment. The Town will ensure that before an employee returns to duty, requiring the performance of a safety-sensitive job function, after engaging in conduct prohibited in this policy, the driver shall undergo a return-to-duty alcohol and/or controlled substance test with a result indicating an alcohol concentration of less than 0.02 percent and a verified negative result for controlled substance use. In any event, an employee will not be allowed to return to duty without first having been evaluated by the Town EAP provider in order to determine the employee's fitness for duty.

Following a determination that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the Town will ensure that the employee is subject to unannounced follow-up alcohol and/or controlled substances testing in consultation with a substance abuse professional. Consequently, the employee will be given at least six (6) random tests during the next year with the possibility of follow-up testing for up to sixty (60) months.

6. Voluntary: This testing provides an opportunity for all employee (management, supervisory and non-supervisory) not part of the random pool to demonstrate a commitment to the goal of a drug-free workplace.

**(e) Alcohol**

Employees will be required to submit to breath testing using an Evidential Breath Testing ("EBT") device. A State-certified Breath Alcohol Technician ("BAT") will administer an initial screening test, unless the employee tests positive for alcohol, then the BAT will conduct a confirmation test (the Town will take action based only upon the positive results of the confirmation test, 0.02 percent or greater).

**(f) Preparation for Breath Alcohol Testing**

1. When the employee enters the collection site, the BAT will require him/her to provide positive identification (i.e., photo I.D. or Employee Identification.)
2. The BAT will explain the test procedure.
3. Employees will be required to complete and sign various forms used to document the testing process. Refusal to sign the test form(s) will be regarded as a refusal to take the test.
4. Employees will be instructed to blow forcefully into the mouthpiece for at least six (6) seconds or until the EBT indicates that an adequate amount of breath has been obtained.
5. If an employee tests positive during the screening test, she/he shall not eat, drink, put any object or substance into their mouth and, to the extent possible, not belch during the twenty (20) minute waiting period before the confirmation test.
6. Refusal of an employee to complete and sign the test form, to provide breath, to provide adequate amount of breath, or failure to cooperate with the testing process in a way that prevents the completion of the test, will be considered a disciplinable offence up to, and including, termination.

If a confirmation alcohol test measures 0.04 percent or greater, the Town is required to:

1. Remove the employee from the safety-sensitive position;
2. Refer the employee to the Town EAP for assessment, participation, and a subsequent determination of an alcohol problem; and
3. The employee will subsequently be given at least six (6) random tests during the next year with the possibility of follow-up testing for up to sixty (60) months.

If the confirmation test level is between 0.02 and 0.039 percent, the employee will be removed from the safety-sensitive position and either be re-tested or removed for a minimum of 24 hours.

In the event that an employee is required to comply with breath testing as a result of a law enforcement investigation, the employee will submit to the examination. The test will be considered enforceable for purposes of this policy, if the testing officer is a qualified BAT and that the EBT that was used for the test has been certified by the State of Wisconsin or the Town of Lisbon.

### **(g) Blood Alcohol Testing**

Blood alcohol testing is authorized only in the following circumstances:

1. When policy rules require a post-accident or reasonable suspicion test, and an EBT is not readily available for either a screening or confirmation test, or if there is an EBT available only for a screening test.
2. When an employee attempts and fails to provide an adequate amount of breath, blood alcohol testing may be used for both screening and confirmation test purposes.

Upon conclusive finding of a positive (0.04 percent or greater) blood alcohol test result, the employee has seventy-two (72) hours in which to require a test of the split specimen. Pending receipt of the result of the analysis of the split specimen, the employee shall not perform safety-sensitive functions, unless the employee has met conditions set forth in this policy for a return to safety-sensitive functions following a test result of 0.04 percent or greater. (For explanation of "split-specimen" refer to the "Controlled Substances" section below.)

### **(h) Controlled Substances**

The Town has established its anti-drug program through its "Drug-Free Workplace Policy" which strictly prohibits the unlawful manufacture, distribution, dispensing, possession, or unauthorized use of a controlled substance in the workplace. Furthermore, any abnormal manner that may infer an employee is under the influence of a controlled substance is addressed in the "Reasonable Suspicion Testing" section described previously.

For purposes of this policy, the Town will utilize, at a minimum, a five (5) panel drug screen consisting of the following drugs:

1. Tetrahydrocannabinol (Marijuana drug);
2. Cocaine;
3. Amphetamines;
4. Opiates (including Heroine); and
5. Phencyclidine (PCP)

Drug testing is conducted by analyzing an employee's urine specimen (through a certified testing lab). This procedure will include a split specimen. Each urine specimen is subdivided into two (2) bottles labeled "primary" and a "split" specimen. Both bottles are sent to a lab. Only the "primary" is opened and used for the urinalysis. The "split" specimen bottle remains sealed and is stored at the lab. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has seventy-two (72) hours to request the split specimen be sent to another certified laboratory for analysis.

In some cases, the employee may be unable to provide a urine specimen. After a reasonable waiting period, not to exceed one (1) hour, the supervisor may terminate the testing procedure. The Town will proceed with laboratory testing based on blood testing alone.

**(i) Preparation for Drug Testing**

1. When the employee enters the collection site, the employee will be required to provide positive identification (i.e., photo I.D. or employee identification).
2. The employee will be instructed to provide at least 45 ml. of urine under the split sample method of collection. This will be done in a specifically designated "donor" bathroom.
3. The urine sample shall be divided into a primary specimen (30 ml.) and a split specimen (15 ml.).
4. If the test result of the primary specimen is positive, the employee may request, within seventy-two (72) hours, that the Medical Review Officer ("MRO") direct that the split specimen be tested in a different DHHS-certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen.
5. Removal from performing a safety-sensitive function is not stayed pending the result of the test of the split specimen.
6. If the result of the test of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test.
7. Employees will be required to complete and sign various forms used to document the testing and chain of custody process. Refusal to sign the test form(s) will be regarded as a refusal to take the test.
8. Refusal by an employee to complete and sign the test and chain of custody forms, to provide urine, to provide an adequate amount of urine (per case base), or otherwise fail to cooperate with the testing process in a way that prevents the completion of the test will be considered a disciplinable offense.

As with an alcohol misuse violation, the Town is required to act upon a positive drug test result in the following manner:

1. Remove the employee from the safety-sensitive position. This removal cannot take place until the employee has been allowed to meet or speak with an MRO in order to determine that the positive drug test did not result from the unauthorized use of a controlled substance;
2. Refer the employee to the Town EAP for assessment and subsequent compliance with recommended rehabilitation after a determination of a drug problem has been made;

3. Employee must be evaluated by a substance abuse professional or MRO and determined to be fit to return to work prior to their release of the employee;
4. Employee must have a negative result on a return-to-duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use may be required.

Town employees are to notify their supervisor when taking any physician prescribed medication or therapeutic drug. It is the responsibility of the employee to inform their physician of the type of safety-sensitive function that they perform in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of their duties or operation of Town equipment.

**(j) Questions**

Any employee having questions with respect to the scope of this policy and its contents may contact their Department Head or Town Administrator.

## **ARTICLE X. SOLICITATION AND DISTRIBUTION POLICY**

### **SECTION 10.01 – POLICY**

The solicitation of employees or distribution of materials to employees can often interfere with normal operations of the Town, reduce employee efficiency, annoy employees and citizens, and pose a threat to security. For these reasons, the Town limits solicitation and distribution on the premises. Individuals who are not employees of the Town are prohibited from soliciting employees or distributing materials to employees on the premises. This includes soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of vendors or potential vendors as authorized by the Town), or any other similar activity. All visitors are strictly prohibited from entering non-public areas unless a supervisor grants permission.

Employees may engage in limited solicitation and distribution of materials to other employees, on the premises, subject to the following guidelines. Solicitation or distribution of materials is prohibited during the working time of either of the individuals making or receiving the solicitation or distribution. "Working time" does not include an employee's authorized lunch or rest period. Distribution of literature in a way that causes litter on property is prohibited. Off-duty employees may not return to the premises to solicit or distribute materials to employees. Bulletin boards, newsletters, and other Town-provided group communication systems are maintained solely for the Town to communicate information to and from employees, post notices required by law, and for other work-related purposes. Posting of unauthorized notices, photographs, or other printed or written materials on those bulletin boards or other communication systems is prohibited. The Town may authorize a limited number of fund drives by employees on behalf of charitable organizations. Employee participation in such drives is completely voluntary. As a part of those charitable fund drives, the Town may permit a representative from the charitable organization to make a presentation to employees. Employees seeking authorization for such a charitable fund drive should contact the Town Administrator's office for permission.

## ARTICLE XI. REIMBURSEMENT POLICY

### SECTION 11.01 – POLICY

#### (a) Purpose

The objective of this policy is to establish a procedure for billing travel, meeting and professional development expenses to the Town of Lisbon. This policy is applicable to all Town of Lisbon Personnel charging travel, meeting and/or professional development expenses to the Town of Lisbon. The Common Board reserves the right to reject any or all expense reports. Exceptions to these may be granted by the Town Administrator or Common Board if extenuating circumstances exist.

If an employee is requested to use their personal vehicle for Town business, he/she will be reimbursed for mileage at the Internal Revenue Service published rate, plus any tolls or parking charges incurred. An "Expense Reimbursement Form" (Appendix F) listing date, project number and expenses incurred shall be submitted to the Department Head as the expenses are incurred. Checks for payment of reimbursable expenses shall be issued with the next available Accounts Payable check run approved by the Town Board

#### (b) Scope

Town of Lisbon Employees, Elected and Appointed Officials.

#### (c) Definitions

- Education/Professional Development - career-related expenses related to job duties.
- Business Travel – related specifically to business conducted for the Town of Lisbon.

#### (d) Documentation

The employee must complete and sign an Expense Reimbursement Form showing the date of the expense, reason, mileage, mileage rate and total owed. The form must be approved by the employee's Department Head and submitted for payment.

#### (e) Automobile Travel

Employees are encouraged to use Town owned vehicles when traveling on Town business if vehicles are available. Employees who utilize their personal vehicles on travel assignments are responsible to carry liability insurance on said vehicle of no less than \$100,000 bodily injury per person, \$300,000 bodily injury per occurrence and \$50,000 property damage. The Town's insurance coverage will be secondary to the employee's insurance coverage. The Town will cover an employee's insurance deductible up to a maximum of \$500.

Mileage for the use of an employee's personal vehicle, as well as tolls or related parking charges incurred on official Town business shall be reimbursed at the allowable IRS rate. See the Town Clerk for the current rate or visit the IRS website <https://www.irs.gov/tax-professionals/standard-mileage-rates>. The mileage reimbursement for attending authorized functions shall begin and end at the Town Hall.

Elected Officials and employees will not be reimbursed for mileage incurred to attend scheduled Board meetings. Employees will not be reimbursed for mileage incurred driving to or from the Town Hall for work.

**(f) Airfare**

The Town shall reimburse an employee for the actual cost of airfare for travel to approved out-of-state meetings, seminars and conferences. The employee must fly coach and make every effort to obtain the lowest fare possible. Consideration of the time required to reach their destination may be used in determining the most economical airfare.

**(g) Meals**

Meal expenses for an employee when on Town business outside of the employee's normal work environment or in the course of Town business are eligible for reimbursement. This also includes time when the employee is staying overnight out of Town on official Town business.

Meals will be reimbursed at rates determined by the U.S. General Services Administration for the Milwaukee metropolitan area per the U.S.G.S.A. per diem rates as found on their website at <https://www.gsa.gov/travel/plan-book/per-diem-rates/mie-breakdown>, therefore, receipts are not required for meals. If a meal exceeds the rate prescribed, the employee will only be reimbursed the prescribed rate. If meals are included in the registration fee, the employee will not be reimbursed for that meal. Breakfast reimbursement is applicable when the employee is required to leave the Town prior to 6:30 a.m. Dinner reimbursement is applicable when the employee returns after 7:00 p.m. Conference/seminar/meeting agendas may be verified for meal inclusion.

When traveling with a spouse it is the responsibility of the employee, elected and appointed Town Official to pay for all of the spouse's meals with the exception of banquet meals, which encourage the attendance of the spouse.

**(h) Lodging**

Reimbursement is provided if for official Town business. Except for extenuating circumstances, no reimbursement will be allowed for lodging if location of meeting or business activity is within a reasonable driving distance from home. Overnight lodging shall be based on cost, with consideration given to accessibility in conduction of business. Conference/Convention stays will be allowed at the site of conference/convention. Other accommodations should be held close to the government's standard established rates when possible. Please check with the Town Clerk for those rates. Employees are expected to make arrangements as early as possible to try to obtain the lower priced rooms. Any upgrade of rooms, when lower price rooms are available, will be the responsibility of the employee/Town official to reimburse the Town for the difference.

**(i) Educational Programs**

Reimbursement is provided including registration fees and related materials if applicable to employment with the Town of Lisbon and approved by the Department Head or Town Administrator.

**(j) Other Expenses**

The Town shall reimburse an employee for other approved travel-related expenses such as taxis, rental cars, baggage handling, official telephone calls, parking fees, etc.

**(k) Other Persons**

Employees on Town business may take family members or other persons with them on the trip at their own expense, provided authorized expenses are not greater than what these expenses would have been if the employee did not take other persons with them. If the expenses exceed those described in the preceding paragraph, then the employee shall reimburse the Town for all expenses above and beyond those specified.

**(l) Advances**

Advances are available by written request of the employee and approval of the Department Head. All requests for advances must be made thirty (30) days prior to the employee's scheduled travel. Exceptions can be made when the employee was not aware of the travel thirty (30) days prior.

## **ARTICLE XII. TECHNOLOGY USE**

### **SECTION 12.01 - POLICY**

The policies regarding technology use apply to all Town electronic equipment whether used by classified or unclassified employees. The policies apply to all Town departments.

The Town's computers, networks, programs, communication devices and tools, other technology, and internet (collectively "technology") are intended as tools for the Town to serve the public, and are provided so employees may better perform their job-related responsibilities. Inappropriate use can adversely affect the Town and interfere with the work of its employees, increase its costs, and even expose the Town to damage, liability and security risks.

No written policy can list every conceivable circumstance that relates to proper use. The Town's employees are professionals who are expected to exercise responsible professional judgment. The Town has complete and sole discretion to determine whether any use or access is inappropriate, even if the use is not expressly prohibited or addressed in this policy or rules. The Town may ask employees to stop any use it believes is improper. In addition, the Town may block access to any content it believes is not appropriate. Employees who do not adhere to this policy may be disciplined, which can include restriction of internet use or discipline up to and including termination.

This policy does not cover employee owned computers being used for Town work. However, employee owned computers will be standalone and shall never be connected to the Town network.

### **SECTION 12.02 - PROPERTY OF THE TOWN**

All electronic data, communications, and information, including information transmitted or stored on the electronic systems of the Town, remain the property of the Town. The Town retains the right to access, inspect, monitor, and/or disclose any data stored on any computer or other electronic device owned by the Town, whether transmitted or received via electronic information systems (including information downloaded from the internet or received or sent via e-mail), media of any kind, and/or any other means of data input. Information stored, saved, or maintained on any Town computer (including laptops) is considered public information and is therefore subject to public disclosure. Further, the Town Administrator shall have access to Town computers (including laptops) at any time so as to be able to inspect and monitor the material thereon.

### **SECTION 12.03 - DISCLOSURE/PRIVACY**

In order to protect the interests of the Town, the Town reserves its right to monitor all use by employees of technology. No employee should expect privacy or secrecy in the use of technology. Employee use constitutes acceptance of the Town's monitoring and disclosure of the employee's use. Use of the Town's property can be limited by the Town at any time for any reason. The Town may consent to the disclosure of information from use of technology or any other property, and the Town may consent or authorize a law enforcement agency to search or review the Town's technology, and the Town may use such information for its intentions and purposes.

## **SECTION 12.04 - PROHIBITED ACTIVITIES**

The following activities are prohibited and may lead to discipline, up to and including Termination:

- Copying, disseminating or printing copyrighted or other protected materials, which can include articles, images, games and other software, in violation of the law.
- Accessing, sending, soliciting, displaying, printing, creating or otherwise disseminating material that is reasonably likely to harass, threaten or embarrass others or that is sexually explicit, fraudulent, offensive in nature, a racial slur, obscene, vulgar or otherwise inappropriate in a professional environment.
- Searching for, accessing or transmitting content that is reasonably likely to be perceived as offensive or disparaging of others, including content that is sexually explicit, profane, pornographic, disrespectful, disparaging based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs or other legally protected basis.
- Engaging in personal, non-Town related activities including activities for gain or profit, for example, consulting for pay or advertising or selling goods or services for personal gain.
- Engaging in illegal activities or using the technology for any illegal purposes, including initiating or receiving communications that violate any laws or regulations.
- Interfering with or disrupting the work of other employees.
- Except as specifically authorized, gaining access by using any access control mechanism (e.g., login name, password, etc.) not assigned to the user, or permitting any person to have access by using another person's access control mechanism.
- Unauthorized access or attempting to gain unauthorized access to any technology or stored information.
- Engaging in any transaction or other conduct that, if done through means other than over the use of technology, would not be authorized.
- Using Town electronic equipment for political campaign purposes including, but not limited to, using e-mail to circulate advertising for political candidates or relating to political campaign issues.
- To gain commercial or personal profit or advantage, including, but not limited to, selling lists of names, addresses, telephone numbers, or other information generated from Town files.
- To represent oneself directly or indirectly as conducting Town business when using such equipment for incidental personal purposes.

- To create web pages - No personal web pages purporting to be an official Town webpage may be created, regardless upon what server they may reside. Web pages representing official Town information may be created in coordination with the Information Services Department.
- For any purpose that would be a violation of any Town work rules, Town ordinance or State or Federal law, regulation, or order.

If an employee has a question about whether a particular use of the Town's technology is proper, then he or she should consult his or her supervisor before engaging in such use.

### **SECTION 12.05 - USE**

The Town provides some of its employees with electronic communication tools such as e-mail, voicemail, cell phones, text messaging, pagers, computers and other communication tools and devices so they may better perform their job-related duties. The Town's electronic communications system includes all messages sent through the Town's computer network either externally via the internet or internally and through Town issued communications devices and networks. Electronic communications should be sent only to those individuals who have a legitimate reason to receive them. Distribution lists should be kept current and updated regularly to reflect changes in responsibility or employment status.

Electronic communications should be courteous, concise, focused and written or spoken in good business English. The same care should be used in drafting electronic communications as used for drafting any other written communication. All electronic communications are unavoidably attributed to the Town. When composing electronic communications, employees should keep in mind that personal comments may be perceived as comments made on behalf of the Town.

The Town's electronic communications systems should not be used for personal communications unless an emergency exists or unless such use is incidental or not the fault of the employee. Employees are expected to use their personal computer, email and cell phone accounts from their home computers or personal cell phones on the employee's own time for internet use and drafting, sending, receiving or reading personal electronic communications. Exceptions to this rule may only be granted by the employee's supervisor. Use of electronic devices for personal reasons may be grounds for discipline up to and including dismissal.

Electronic communications may reside on the system in different recoverable forms (system backup, sent mail folders, spool queues, etc.). Employees should not assume that deleting a personal electronic communication removes all incidents of their existence. If there is a review of the information or an investigation, litigation, or other proceeding that requires or makes desirable the review or production of Town records, it is likely that electronic communications will be requested and potentially disclosed. Moreover, employees should not delete any communications that are records under Wisconsin's Public Records Law.

No one should expect privacy or secrecy in the use of Town technology or Town-issued communication devices such as email, text messages, cell phone messages or calls. Town supervisors may have access to information pertaining to individual employees on the Town's technology. The Town does not condone "snooping"; employees should not read or review

communications not sent to them except for legitimate business reasons. If an internal communication is confidential, it should be distributed personally or by a confidential routing envelope and not by e-mail. Employees should not presume an electronic communication sent via the internet is confidential unless it has been encrypted by the Town. The pass wording of electronic communications systems is permitted, but all passwords are to be disclosed to the Town upon request.

Participation in listservs should be limited to those used for business purposes. Postings to listservs are distributed to many unknown readers and can later be quoted in public materials. Employees must understand and comply with the guidelines and protocols of each listserv to which you subscribe.

Electronic signatures should be used on all external messages and should clearly identify the originator of the message. The following information should be included: full name, title, the Town of Lisbon, e-mail address and phone number.

If an employee has a question about whether a particular use or electronic communication is appropriate, then he or she should consult with their supervisor before making such communication.

## **SECTION 12.06 - LAPTOP COMPUTERS**

### **(a) Policy**

The Town of Lisbon will from time to time issue laptop computers to its classified and unclassified employees. In addition to the other provisions of this Handbook, these employees must also abide by the following provisions as they relate to laptop computers.

### **(b) General**

1. One laptop computer will be assigned to those classified and unclassified employees as needed upon determination by the Town Administrator.
2. Laptop computers are assigned to employees while they are employed by the Town.
3. Information stored, saved, or maintained on a Town laptop computer is considered public information and is therefore subject to public disclosure. The user of the laptop will be the custodian of the stored information, and must take reasonable steps to maintain and preserve the stored information. Further, authorized Town staff shall have access to Town laptops at any time so as to be able to inspect and monitor the material contained thereon.
4. Incidental and occasional limited personal use of the laptop is permitted subject to the limitations, conditions, and regulations contained in this Handbook. Assigned laptop computers may not be used in a way that:
  - Directly or indirectly interferes with Town operations of computing faculties or e-mail services.
  - Is contrary to or damages the Town's interest.

- Results in any incremental costs to the Town.
- Interferes with any Town Officer or employee's work duties, performance, or other obligations to the Town.

Examples include but are not limited to excessive use of games, surfing the internet, etc. Any personal use shall be at the risk of the person engaging therein. The Town is not responsible or liable for the consequences. Such use shall be limited to individualized personal communications and not mass distribution of materials. Use of computer resources for such incidental personal purposes is a privilege and can be withdrawn at any time by the Town Board.

### **(c) Software**

All software running on Town laptops must be properly licensed and proof of the licensing must be made available to the Town Administrator. For the purposes of this policy, software falls in one of the following three categories;

1. **Standard Software:** This is software loaded onto the laptop by the Town at the time the laptop is given to the employee. Standard software is fully supported by the Town. A list of such standard software programs will be maintained by the Town's IT Service Provider.
2. **Other Acceptable Software:** This software, while not included in the list of approved Standard Software, is determined by the Town Board from time to time to further the intent of this policy. In determining whether to designate any software as Other Acceptable Software, the Town Board should consider whether there should be a uniform benefit to employees to use such software, rather than just a personal preference, and the cost of purchase and support of such software. In addition, the Town Board should consider whether the addition of any additional software to the list of Other Software is likely to cause the laptop computer's resources or the Town's network to have a negative effect.
3. **Unauthorized Software:** This is software that is not included in either of the above two categories. If any of this type of software is found to be on a laptop, it will be removed by the Town's IT Service Provider.

### **(d) Electronic Mail (Internal and External) and Access to the World Wide Web and Other Servers**

Town laptop computers have been equipped with firewall and anti-virus software and are intended to be used to access to electronic mail (e-mail), either internal or Internet, or access the World Wide Web. Transmission of any material in violation of U.S. or state laws or regulations is prohibited. Software may not be downloaded to Town laptop computers except as expressly permitted by this Policy. Doing so could put the Town in jeopardy of violating software copyright laws and/or could contaminate the Town's network with viruses.

### **(e) Security**

Laptop users will be expected to take reasonable precautions to protect any laptop computer assigned to them from damage, destruction, or theft. Laptop users are encouraged to take appropriate steps to protect the security of networks and files by the use of assigned passwords and by taking all necessary steps to maintain the integrity of passwords. While the Town Clerk-Treasurer shall have the right to know all passwords, passwords should not otherwise be shared, nor should they be posted.

## **SECTION 12.07 - VIRTUAL PRIVATE NETWORK REMOVE CONNECTION POLICY**

### **(a) Overview**

The intent of this policy is to establish guidelines specifically pertaining to remote access to the Town of Lisbon's internal network. Preventing unauthorized access to company data from insecure networks is of utmost importance to Lisbon. This policy is designed to ensure remote and/or traveling employees have the ability to securely connect to the VPN without fear of threat and to provide the Town with an additional means of monitoring and controlling access to the internal network.

### **(b) Scope**

This policy shall apply to all employees, appointed and elected officials of Lisbon, and shall govern remote network access for all authorized users. Remote access is defined as any connection to Lisbon's VPN from a location outside of any affiliated Lisbon office locations.

### **(c) Policy General**

Authorized users must protect their login credentials and must not share them with anyone for any reason. All inbound connections to Lisbon's VPN must pass through an access control point before the user can reach a login banner. Remote users must be required to authenticate before being granted access to company information. Remote access must be logged in a central database and kept for a period of at least 30 days. These access logs will show when each user connects and disconnects to and from the network. These logs must be reviewed regularly by the Town Board or designee.

### **(d) Hosts**

All hosts connected to the Town's VPN must be equipped with the most up-to-date anti-malware software as pre-approved by the Town. Third-party hosts must comply with this requirement before connecting to the network. All hosts connected to the Town's VPN via remote access must be on a Town issued device. No personal devices or computers are permitted.

**(e) VPN**

Users shall only use the VPN on a trusted third-party network. Users shall not use the VPN on unsecured networks (networks with no password) or public networks (i.e. airports, coffee shops, waiting rooms etc.). Users shall not connect to the Town's VPN while also using another VPN. Authorized users shall not connect to the Town's VPN while the host is connected to a network that is not the user's personal home network.

**(f) Third-Parties**

Third-party access shall never be enabled.

**(g) Enforcement**

It is the responsibility of the end user to ensure compliance with the policies above.

Any exceptions to the policy must be pre-approved by the Town's IT Service Provider and the Town Administrator. Questions regarding remote access should be directed to the Town's IT Service Provider and the Town Administrator.

If you believe your connection may have been compromised, please immediately report the incident to the Town's IT Service Provider and the Town Administrator.

**SECTION 12.08 - SOCIAL MEDIA POLICY**

**(a) Policy**

The Town of Lisbon will use social media for the following purposes:

- To increase public awareness of the Town's programs, policies and services.
- To promote the value and importance of the Town's programs, policies and services among government officials, civic leaders and the general public.
- To maintain open, professional and responsive communications with members of the public and the news media.

The purpose of this policy is to ensure the proper use of the Town's social networking sites technologies. Publicly posted information will be professional and reflect positively on the Town of Lisbon, its employees, volunteers, programs, policies and services. Employees will check facts, cite sources, present balanced views, acknowledge and correct errors and check spelling and grammar before publishing any posts. Further, employees are personally responsible for the content they publish on blogs, wikis or any other form of user-generated media.

**(b) Ownership**

All social media communications messages composed sent or received on the Town's equipment are the property of the Town of Lisbon. The Town of Lisbon reserves the right not to publish any posting, or to remove any posting at any time.

### **(c) Management of Social Web Applications**

The Town Clerk's office is responsible for overall social media administration, including, but not limited to, blogs, wikis, video sharing and business pages and social networking sites. The Town Clerk's office will also:

- Maintain the sites, including the look and feel and pages for the comment policy, descriptions, etc.
- Review each post. This will primarily be for policy and legal issues; editing will be essentially only to correct spelling or grammatical errors.
  - Coordinate review with the Town Attorney's office for legal issues.
  - Upload posts (repeat bloggers/posters may be authorized to post themselves).
  - Moderate comments (see Moderating Public Comments).
  - All department and Town service-related social media sites must be approved before an account may be set-up.
  - Each site should have wording that indicates who the owner of the site is and an email link back to the individual who maintains it. The name of the Town should be on the site.

### **(d) External Links**

To meet its purpose, the Town's Social Networking Sites may contain links to other social networking sites or websites that are not owned, regularly reviewed or controlled by the Town. The Town's Social Networking Sites do not provide links to external sites that are strictly political or religious in nature. The provision of direct links should not be construed as an endorsement or sponsorship of these external sites, their content or their hosts. The Town specifically disavows legal responsibility for what a user may find on another site, whether or not operated by the Town. The views and opinions of the authors of documents published on or linked to the Town's Social Networking Sites do not necessarily state or reflect the opinion, policy or position of the Town.

The Town of Lisbon is not responsible for the content, quality, accuracy or completeness of any offsite materials referenced by or linked through the Town's Social Networking Sites. By using the Town's Social Networking Sites, the user acknowledges and accepts the risk of injury or damage from viewing, hearing, downloading or storing such materials rests entirely with the user and that the Town is not responsible for any materials stored on other social networking sites or websites, nor is it liable for any inaccurate, defamatory, offensive or illegal materials found on other social networking sites or websites.

The Town does not endorse any content, viewpoint, products or services linked from its Social Networking Sites and shall not be held liable for any losses caused by reliance on the accuracy, reliability or timeliness of such information. The Town does not warrant the accuracy or reliability of or endorse any products or service providers listed or linked to its site. Links to other social networking sites or websites are approved if they meet the following criteria:

- They are state, regional, local or federal government agencies, special purpose districts, hospitals, scientific or cultural organizations serving the Town of Lisbon community and public educational institutions.
- They are community festivals and events that are open to the general public and that are endorsed, sponsored or cosponsored by the Town.
- Providers of search engines from the Lisbon websites.
- No links are allowed to sites containing inappropriate material or to information irrelevant to the Town's mission or services.
- They are approved by the Town Clerk or the Town Administrator.
- The Town Clerk is authorized to order removal of material that is inconsistent with these guidelines.
- Links shall not be made to sites that are associated with, sponsored by, or serve a candidate for elected office or any political party or organization supporting or seeking to defeat any candidate for elective office or any ballot proposal.

#### **(e) Privacy & Security**

The Town has the right to monitor employees' social media use on Town equipment and will exercise its right as necessary. Users do not and should have any expectation of privacy. When using Town of Lisbon Social Networking Sites technologies, Town employees will:

- Identify themselves by name and as an employee of the Town of Lisbon.
- Use appropriate language and refrain from ethnic slurs, personal insults, obscenity or engage in any conduct that would not be acceptable in the Town's workplace.
- Demonstrate proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory, such as politics and religion.
- Be aware that what is written will not only reflect on the writer, but also on the elected officials of the Town of Lisbon and other Town employees.
- Not provide confidential information about citizens or employees, including names, or use such material as part of any content added to a site.
- Not comment on business partners or their competitors' practices or services or use such as part of content added to a site.
- Not provide others with confidential or proprietary information that would compromise negotiations or including such as part of content added to a site
- Without permission to publish or report on conversations that are meant to be private or internal.
- Be aware that all content added to a site *may* be subject to Wisconsin's Public Records & Open Meetings Laws and may be subject to discovery in legal cases.
- Insure that any content published to any website outside of the Town of Lisbon that is related to an employee's work or subjects associated with the Town of Lisbon will include the following disclaimer: "The postings on this site are my own and do not necessarily represent the Town of Lisbon's positions, strategies or opinions."

**(f) Moderating Public Comments**

Where moderation of comments is an available option, comments from the public will be moderated by the Town Clerk's office before posting in compliance with this policy. In general, comments that are abusive, obscene, defamatory, in violation of copyright, trademark right, or other intellectual property right of any third party, or otherwise inappropriate or incorrect will not be posted. Where moderation prior to posting is not an option, sites will be regularly monitored by the Town.

**(g) Other Considerations**

Postings must not violate any federal, state or municipal laws. For example, they may not:

- Reveal information about ongoing investigations
- Discuss deliberative materials
- Violate the regulatory process
- Circumvent Public Records & Open Meetings Laws
- Violate privacy or copyright
- Violate other legal issues that may not apply

## **ARTICLE XIII. CREDIT CARD POLICY**

### **SECTION 13.01 – POLICY**

The Town of Lisbon establishes procedures under which departments will control use of credit cards assigned to and utilized by Town employees. These procedures are intended to accomplish the following:

- Ensure that procurement with credit cards is accomplished in accordance with this policy and any other policies and procedures established by the Town.
- Enhance productivity, significantly reduce paperwork, improve controls, and reduce the overall cost associated with small purchases.
- Ensure appropriate internal controls are established within each department procuring with Credit cards so that they are used only for authorized purposes.
- Ensure that the Town bears no legal liability from the inappropriate use of credit cards.
- Ensure prompt payment to vendors enhances the Town's relationships with suppliers.

The Town Administrator will make all decisions regarding the issuing of individual cards and the establishment of any and all additional controls for their use. However, no individual card or credit limit shall exceed \$25,000.

Only authorized employees of the Town of Lisbon may use the Town credit card.

The credit card is to be used for Town purchases only. The credit card will not be used for personal purchases of any kind. Use of the credit card for personal purchases or expenses with the intention of reimbursing the Town is prohibited. Any employee who violates any portion of this Policy and utilizes a Town credit card for the purchase of unauthorized and/or personal goods, materials and/or services shall be held fully responsible for any and all cost incurred by the Town associated with the personal, non-business related expenditures, including but not limited to the interest expense, finance charges, penalties and legal expenses.

When using the credit card, the cardholder should:

- Ensure that the goods or services to be purchased are budgeted and allowable.
- Determine if the intended purchase is within the cardholder's credit card limits.
- Tell the supplier/merchant that the purchase will be made using the Town credit card and is tax exempt, and produce the tax-exempt certification upon request.
- Retrieve the receipt for the credit card purchase within one (1) business day and provide the Town with a copy of the receipt as soon thereafter as possible.
- Denote what was purchased and the departmental account category the purchase falls under for those receipts.
- Be responsible for managing any returns or exchanges and ensuring that proper credit is received for returned merchandise.
- Be responsible for its protection and custody and shall immediately notify the Town Administrator if a credit card is lost or stolen.

- Ensure that the only time a purchasing card number should be entered in a web browser to purchase items is when the card number is encrypted. This can only be verified when transacting business on a secured server. At the bottom line (status bar) of the web browser, the padlock should be "locked". If the padlock is not "locked", the transaction information is not secure. Alternate choices would be to print the order form and fax the information to the vendor, or call the vendor's toll-free sales line.

The credit card charges shall be reconciled monthly and reviewed and approved by the Town Administrator and Town Chair. The Deputy Clerk-Finance shall reconcile all credit card statements on a monthly basis, and once reconciliation has taken place, attach original receipts to the appropriate statements and code the expenses for payment in a timely fashion.

The cardholder is financially responsible for unauthorized purchases and for purchases not supported by receipts. Finance charges incurred due to cardholder's failure in submitting completed and approved reconciliation in a timely manner will be cardholder's obligation and late fees will be coded to their respective department.

This policy applies to all departments and personnel of the Town of Lisbon. Violations of this policy will result in discipline up to and including termination.

## **ARTICLE XIV. WORKPLACE SAFETY AND REPORTING INJURIES OR ILLNESSES**

### **SECTION 14.01 - POLICY**

Job safety is very important to each employee and the Town. Employees must conduct themselves carefully at all times. Most accidents are caused by carelessness and horseplay. All employees must act in a safe manner and practice good safety procedures. Similarly, all work areas are to be kept clean and free from debris, and tools and equipment are to be kept clean and in good repair.

### **SECTION 14.02 - REPORTING UNSAFE CONDITIONS**

Any accident, hazards or potentially unsafe conditions of equipment are to be reported to an employee's supervisor immediately for action. If the unsafe condition can be corrected immediately as to avoid any additional hazard, then the employee should implement the corrective action.

### **SECTION 14.03 - REPORTING INJURIES/ILLNESS**

Any employee who is injured or becomes ill while performing service related to his or her employment must contact their supervisor immediately and on the same day the injury or illness occurs to report the incident. The report must be in writing and contain relevant facts. The employee should secure the necessary medical attention on the job site to the extent practicable.

### **SECTION 14.04 - WORKERS COMPENSATION**

Worker's compensation is a form of accident and disability insurance to protect an employee in the event of a qualifying job-related injury or illness. Upon returning to work after a work-related injury, an employee may be required to provide certification from his or her treating physician verifying that the employee is able to safely and adequately perform his or her regular job functions.

### **SECTION 14.05 - EVACUATION**

The Town has established the following protocols for evacuation of the premises. When employees are advised to evacuate the building, the employees should:

- Stop all work immediately.
- Contact outside emergency response agencies, if needed.
- Shut off all electrical equipment and machines, if possible.
- Walk to the nearest exit, including emergency exit doors.
- Exit quickly, but do not run. Do not stop for personal belongings.
- Proceed, in an orderly fashion, to a parking lot near the building.
- Do not re-enter the building until instructed to do so.
- Employees must know the location of fire extinguishers, emergency exits and first aid kits and make sure they are accessible at all times.

## **ARTICLE XV. WORKPLACE VIOLENCE AND WEAPONS**

### **SECTION 15.01 - VIOLENCE**

The Town prohibits workplace threats or violence. Acts or threats of physical violence, including intimidation, harassment, or coercion, which involve or affect personnel or property or which occurs on the Town's property will not be tolerated. Prohibition against threats and acts of violence applies to all persons. Every employee is required to report incidents of workplace threats or acts of physical violence or damage of property.

Acts or threats of violence include conduct, which is sufficiently severe, offensive, or intimidating so as to alter the employment conditions or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on Town premises, regardless of the relationship between the Town and the parties involved.
- All threats or acts of violence occurring off Town premises involving someone who is acting in the capacity of a representative of the Town.
- Examples of conduct that may be considered threats or acts of violence in violation of this Policy include, but are not limited to, the following:
  - Hitting, touching, or physically harming an individual.
  - Threatening an individual or his or her family, friends, associates, or property with harm.
  - Damaging or threatening to harm Town property or the property of others.
  - Making harassing or threatening communications.
  - Harassing surveillance or stalking (following or watching someone).
  - Unauthorized possession or inappropriate use of firearms or weapons.

### **SECTION 15.02 - WEAPONS**

By this policy, the Town intends to promote a safe environment for employees and other individuals who interact with Town employees.

A "weapon" is any device designed as a weapon and capable of producing death or harm to another person including, but not limited to, firearms, handguns and explosive devices.

The possession or control of any weapon or threatening the use of a weapon in the course of employment by Town employees in any Town facility, during the performance of their job duties whether on or off Town property is strictly prohibited except for the following:

- Use of a knife, such as a utility knife, with a blade no longer than three (3) inches in length for approved Town work; or
- Law enforcement officers in the performance of their official duties.

- This policy does not prohibit Town employees from storing a weapon in their personal vehicle while the vehicle is on Town property or while using their personal vehicle during the course of performance of the job duties for the Town. Weapons stored in an employee's personal vehicle while the vehicle is on Town property or while the vehicle is being used in the course of employment with the Town must be secured in the vehicle.
- The mere possession, without an actual or perceived threat of use, of a firearm for which the individual possessing such firearm holds a valid concealed carry permit in accordance with state law.

Any violation of this policy by an employee may result in disciplinary action, up to and including termination.

## **APPENDIX**

- A. ACKNOWLEDGMENT RECEIPT OF HANDBOOK
- B. FAMILY AND MEDICAL LEAVE REQUEST HEALTH CARE PROVIDER CERTIFICATION
- C. FAMILY AND MEDICAL LEAVE REQUEST
- D. RETURN TO WORK CERTIFICATION
- E. HOLIDAY PAYROLL PROCESSING SCHEDULE
- F. [EXPENSE REIMBURSEMENT FORM](#)  
Click link to download Excel Sheet or [email Town Hall](#) for the document.

[Click here to download Federal FMLA forms for Appendix items B, C & D.](#)

[Click here to download Wisconsin FMLA forms for Appendix items B, C & D.](#)



**APPENDIX A - ACKNOWLEDGMENT RECEIPT OF HANDBOOK**

I acknowledge that I have received and read the Town of Lisbon Handbook and understand its provisions. I understand the Town may modify or eliminate the terms described in the Handbook at any time, with or without prior notice.

I further understand that the Town's Handbook and the provisions contained in the Handbook do not constitute a guarantee of employment; a guarantee of any other rights or benefits; a contract of employment, express or implied; otherwise alter my at-will employment status; and my employment may be terminated at any time for any reason, with or without cause, and with or without notice.

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

\_\_\_\_\_  
Employee

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

\_\_\_\_\_  
Administrator



2020 | Benefits Manual

Insurance / Risk Advisory / Employee Benefits

**HORTON**



# Town of Lisbon Employee Benefits Manual

We are committed to providing our greatest assets - our people - with comprehensive and affordable benefits. Our 2020 employee benefits offerings deliver maximum options and flexibility.

This manual will help you understand the full range of health and wellness benefits that will be available. After reading through the enclosed information, be sure to use this manual as a benefits resource you can reference throughout the year.

This manual includes a quick reference directory of telephone numbers and websites for all of our providers. We encourage you to access these sites to learn more about the plans and make the best choices possible.

## Protect your **Health, Life & Well-Being**

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## About the Medical Insurance

Choosing the right health insurance plan is important for you and your family. Following are some of the basic reasons you should obtain health coverage:

- Health insurance gives you a sense of security knowing that a sudden illness or serious injury will not drain your bank account, or worse, your retirement savings. Health insurance protects your financial future by helping pay for expensive doctor visits and treatments.
- Seeing doctors who are in-network with your health insurance plan also gives you the advantage of receiving care with lowered costs. When doctors are in-network, you have access to lower rates negotiated by the insurance company, meaning you owe less than if you did not have insurance.
- Health insurance covers many preventative services without you having to pay a deductible or copayment. Preventative care is intended to prevent or catch diseases and other health problems before they become serious. Preventative services that are covered in full include various health screenings and immunizations.
- Having health insurance will also help you pay for prescription drugs, whether through reduced fees or copays.

### **Who Is Eligible?**

Full-time employees, working a minimum of 37.5 hours per week, and their family members are eligible to enroll in the benefits described in this manual. *Children can remain covered up to age 26 for all lines of coverage.*

### **When Are You Eligible?**

Health, Dental, Vision, Life & AD&D insurances will be effective beginning the first day of the month following 30 days employment, and continues through the month in which the final paycheck is received. Enrollment application must be completed and submitted to the Town Clerk within 30 days of beginning employment for new hires; 30 days of the qualifying event for current employees.

### **Annual Open Enrollment:**

You may make changes to your benefit elections during your open enrollment period for a January 1<sup>st</sup> effective date.

### **Qualified Change in Status:**

You may make benefit changes within 30 days of a Qualified Event. Qualified Events include marriage, divorce, legal separation, birth or adoption of a child, change in child's dependent status, death of dependent or your spouse, or change in spouse's benefits or employment status.

Note: Employee is responsible for notifying the Town Clerk of any changes within 30 days.

# Medical

## Anthem

Coverage	Anthem Gold Blue Preferred PPO		Anthem Silver Blue Preferred HSA	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Network</b>	<b>Blue Preferred</b>		<b>Blue Preferred</b>	
<b>Annual Deductible</b>				
Individual	\$2,800	\$8,400	\$3,500	\$10,500
Family	\$5,600	\$16,800	\$7,000	\$21,000
<b>Out-of-Pocket Maximum</b>				
Individual	\$3,000	\$9,000	\$5,750	\$17,250
Family	\$6,000	\$18,000	\$11,500	\$34,500
Coinsurance	0%	30%	10%	30%
<b>Lifetime Maximum</b>	<b>Unlimited</b>		<b>Unlimited</b>	
<b>Physician &amp; Services</b>				
Primary Care Physician	No Charge after Deductible	30% after Deductible	10% after Deductible	30% after Deductible
Specialist Care Physician	No Charge after Deductible	30% after Deductible	10% after Deductible	30% after Deductible
Preventative Care	No Charge	30% after Deductible	No Charge	30% after Deductible
Urgent Care	No Charge after Deductible	30% after Deductible	10% after Deductible.	30% after Deductible
<b>Hospital Services</b>				
Inpatient	No Charge after Deductible	30% after Deductible	10% after Deductible.	30% after Deductible
Outpatient	No Charge after Deductible	30% after Deductible	10% after Deductible.	30% after Deductible
Emergency Room	No Charge after Deductible		10% after Deductible	
<b>Retail &amp; Mail Order (In-Network Only)</b>				
Preferred Retail (up to a 30-day supply)	No Charge after Deductible		\$15/ \$40/ \$80/ 25% coinsurance	
Non-Preferred Retail (up to a 30-day supply)	10% after Deductible		\$25/ \$50/ \$90/ \$35% coinsurance	
Mail Order (up to a 90-day supply)	No Charge after Deductible		\$38/ \$120/ \$240/ 25% coinsurance	

See Certificate of Coverage for full policy details including limits and exclusions. To identify an in-network provider go to [www.anthem.com](http://www.anthem.com)

Only Regular, Full-Time employees, as described in Section 2.02 of the Employee Handbook are eligible for benefits; part-time employees are not. Coverage is offered either on a single or family plan and payroll deduction rates vary by age. The amount of employee and Town contributions is determined by the Town Board and is subject to change.

## Contribution

### ***For employees hired prior to October 22, 2012:***

- SINGLE PLAN: Employee shall pay 25% of the premium.
- FAMILY PLAN: Employee shall pay 25% of the premium for the employee's coverage and 32.5% of the spouse and/or children(s) premium.

### ***For employees hired after to October 22, 2012:***

- SINGLE PLAN: Employee shall pay 25% of the premium.
- FAMILY PLAN: Employee shall pay 25% of the premium for the employee's coverage and 50% of the spouse and/or children(s) premium.

## Retirement

For the four (4) Town employees hired prior to 2000, upon retirement, the Town shall provide health insurance reimbursements for the employee with the following terms and conditions.

The reimbursement for eligible retirees will consist of any "out of pocket" premium costs paid by the retiree on an after-tax basis and shall be handled by a third-party provider or the Town directly. The amount of the reimbursement is limited to the amount of the premium paid by the Town towards the retiree's health insurance at the time the employee retired. Retirees must submit proof of payment before any reimbursement will be made under this paragraph.

### **Three years of health insurance coverage if:**

- the employee has completed at least twenty-five (25) years of full-time service; or

### **Five years of health insurance coverage if:**

- the employee has completed thirty (30) years of full-time service;

The Town, in its sole discretion, reserves the right to modify or terminate the above described benefits at any time. No other employees are eligible for retiree health insurance.

## Change in Carriers

The Town has the sole discretion to determine what insurance benefits will be provided, the carrier to be selected, and the level of benefits to be offered.



## Health Savings Account (HSA)

The Town offers a Health Savings Account to those regular full-time employees who elect coverage through the Town's health insurance. These employees shall be paid quarterly, which will coincide with the last payroll of the current quarter. Employees electing Single Plans shall be paid \$2,000 per year; Family Plans \$2,750 per year.

### What is a Health Savings Account?

An HSA (Health Savings Account) is a tax-free savings account that an individual owns, and funds are to be used exclusively to pay for medical expenses. You can use this for any of your expenses from this plan, or you can choose to let this account grow from year to year.

Any unused funds at the end of the calendar year will be rolled into the next calendar year.

- In order to establish an HSA, you have to be covered by a High Deductible Health Plan. These types of plans have no copays.
- The IRS sets an annual maximum amount that can be deposited into the account. Any unused funds will earn interest and roll over from year to year. These funds belong to you; if you leave your job, you take the money in the account with you.
- As long as funds are withdrawn for qualified medical expenses, they will be tax-free. If funds are taken for other expenses, you will pay income tax and a 20% penalty on the withdrawal.
- The owner of the HSA account is responsible to keep records on all withdrawals. Keep all receipts for medical expenses paid for with HSA money in case you are audited.

### Who is Eligible?

An eligible individual is any individual who:

- Is covered by a high deductible Health Plan (HDHP)
- Is not also covered by any other health plan that is not a HDHP
- Is not entitled to Medicare (generally has not reached age 65)
- May not be claimed as a dependent on another person's tax return

2020 Maximum HSA Contribution Limit? (Employee)

- \$3,550 for individual coverage
- \$7,100 for family coverage
- Individuals age 55 or older are eligible to make a catch-up contribution of \$1,000
- These amounts will be prorated if you are on the plan for less than 12 months





## Dental

Coverage	Delta Dental PPO	
	In-Network	Out-of-Network
Network	PPO	Non- PPO/ Any Other Dentist *
<b>Annual Deductible-</b> Does Not Apply to Preventive Services		
Individual	\$25	\$25
Family	\$75	\$75
<b>Calendar Year Maximum</b>	\$1,000 per person	
<b>Preventive</b>		
Oral Exams	No Charge	No Charge
Cleanings	No Charge	No Charge
Topical fluoride applications	No Charge	No Charge
X-Rays	No Charge	No Charge
<b>Basic</b>		
Endodontics	20%	20%
Periodontics	20%	20%
Extractions (Surgical and Nonsurgical)	20%	20%
Oral surgery	20%	20%
<b>Major</b>		
Crowns, Inlays, or Onlays	50%	50%
Repairs and Adjustments to Bridges and Dentures	50%	50%
Implants and Dentures	50%	50%
<b>EMPLOYEE ONLY CONTRIBUTION</b>	<b>\$5.43 per month</b>	
<b>EMPLOYEE + FAMILY CONTRIBUTION</b>	<b>\$15.42 per month</b>	

See Certificate of Coverage for full policy details including limits and exclusions – for a copy see Human Resources. To identify an in-network provider go to [www.deltadentalwi.com](http://www.deltadentalwi.com)

\*If you see a Non- PPO dentist, you will be responsible for any charges over the Reasonable and Customary amount.

### Delta Dental of Wisconsin

The Town provides group care dental insurance plans for only Regular, Full-Time employees, as described in Section 2.02 of the Employee Handbook. Part-time employees are not eligible. Coverage is offered either on a single or family plan. For complete coverage details, please refer to the Certificate of Coverage.

The eligible employee shall pay 15% of the premium; the Town paying 85%. The eligible employee shall have the option of not being included on the program and shall sign a waiver indicating non-participation.



# Voluntary Vision

**United Healthcare-** Eye care can be an important benefit for you and your family, which is why we provide vision insurance through United Healthcare.

Plan Feature	Frequency	In-Network	Out-of-Network
<b>Network</b>		<b>Spectera</b>	
<b>Examination</b>	<b>12 Months</b>	No Charge after \$15 Copay	Reimbursement up to \$40
<b>Standard Lenses</b>	<b>12 Months</b>	No Charge after \$30 Materials Copay	Reimbursement up to \$40
Single Vision			Reimbursement up to \$60
Lined Bifocal			Reimbursement up to \$80
Lined Trifocal			Reimbursement up to \$80
Lenticular			Reimbursement up to \$80
<b>Frames</b>	<b>24 Months</b>	\$30 Copay then \$150.00 retail frame allowance; then 30% off balance	Reimbursement up to \$45
<b>Contact Lenses - In lieu of eyeglass</b>			
<b>Selection contact lenses</b>	<b>12 Months</b>	If you choose disposable contacts, up to 4 boxes are included when obtained from an in-network provider	Reimbursement up to \$125
<b>Non-selection contact lenses</b>		\$125 allowance (No Copay)	Reimbursement up to \$125
<b>Medically Necessary</b>		No Charge after \$30 Materials Copay	Reimbursement up to \$210
<b>Laser vision (In-Network Only)</b>			
<ul style="list-style-type: none"> <li>UnitedHealthcare has partnered with the Laser Vision Network of America (LVNA) to provide our members with access to discounted laser vision correction providers. Members receive 15% off standard or 5% off promotional pricing at more than 550 network provider locations and even greater discounts through set pricing at LasikPlus® locations. For more information, call 1-888-563-4497 or visit us at <a href="http://www.uhclasik.com">www.uhclasik.com</a></li> </ul>			
<b>Hearing Aids (In-Network Only)</b>			
<ul style="list-style-type: none"> <li>As a UnitedHealthcare vision plan member, you can save on high-quality hearing aids when you buy them from hiHealthInnovations™. To find out more go to <a href="http://hiHealthInnovations.com">hiHealthInnovations.com</a>. When placing your order use promo code myVision to get the special price discount</li> </ul>			
See Certificate of Coverage for full policy details including limits and exclusions – for a copy see Human Resources. To identify an in-network provider go to <a href="http://www.myuhcvision.com">www.myuhcvision.com</a>			

2020 Employee Vision Contributions	Monthly
Employee Only	\$6.13
Employee + Spouse	\$11.65
Employee + Child(ren)	\$13.61
Employee + Family	\$19.18





## Life Insurance and AD&D

### United Healthcare

Town of Lisbon provides and pays for Group Life and AD&D Insurance for all full-time employees. The beneficiary you designate will receive the Life Insurance benefit. Contact Human Resources to update your beneficiary info.

The Accidental Death and Dismemberment (AD&D) portion is automatically included with Basic Life and provides the employee with additional insurance coverage for the loss of life or injuries sustained in an accident on or off the job. This insurance coverage is administered by United Health Care. Life Insurance is effective on the first day of the month following 30 days of employment. Basic coverage is paid 100% by the Town. Coverage is a flat \$25,000.

Employee Life Insurance	
<b>Amount</b>	\$25,000
Accidental Death and Dismemberment (AD&D)	
<b>Amount</b>	\$25,000
<b>Benefit Reduction</b>	<ul style="list-style-type: none"> <li>• 65% at age 65</li> <li>• 50% at age 70</li> </ul>

*See Certificate of Coverage for full policy details including limits and exclusions – for a copy see Human Resources.*



# Time Off

## Vacation Leave

Vacation is provided to employees to provide time off from work to relax without loss of income. Vacation benefits will not be earned until after the employee completes one year of continuous service. Vacation time will be accrued each month based on the leave schedule below.

## **Eligibility**

Only Regular, Full-Time employees, as described in Section 2.02 of the Employee Handbook are eligible for benefits; part-time employees are not. Eligible employees receive vacation after one year of service.

## **Leave Schedule**

Full time employees shall be granted vacations with pay as follows:

- Two weeks (80 hours or 10 working days) after one year of service.
- Three weeks (120 hours or 15 working days) after six years of service.
- Four weeks (160 hours or 20 working days) after twelve years of service.
- Four weeks (160 hours or 20 working days) plus one day per year to a maximum of five weeks after thirteen years of service.

## **Accrual**

Employees (except for FT FD) will be granted a new vacation leave bank on January 1. However, vacation benefits shall be accrued on a calendar year basis at a rate of 1/12 of the employee's authorized vacation for each full month of employment. A full month of employment is any month in which the employee has been in paid status or on an unpaid leave of absence of less than 15 calendar days per month. Paid status includes regular pay, sick leave pay, vacation pay, funeral leave pay and holiday pay. After completion of one year of employment, employee will receive two weeks of vacation leave, which may be used for the remainder of the calendar year.

Incremental increases of vacation benefits in subsequent years (1, 6, and 12 years of employment) shall be similarly prorated during the year in which the anniversary occurs. Effective January 1 of the year following the employee's completion of more than one (1) year (or any other anniversary set forth herein), the employee shall receive the full vacation benefit set forth in this provision.

## **Scheduling**

Vacations must be scheduled at the mutual convenience of the employee and the Town. The Town reserves the right to deny vacation requests when scheduling does not permit. Generally, employees are not allowed to take more than two weeks of consecutive vacation time; however, if an employee does need to take more than two weeks of consecutive vacation time, the employee should discuss this with, and seek approval from, his/her Department Head.

In order to accommodate vacation requests, employees are required to give notice for any vacation requests within that year. Each department may determine how much notice is required based on the department's needs. All vacation requests must be in writing and submitted to your Department Head. The Town will attempt to grant any such requests in an equitable manner so as to distribute "choice days" among all employees in the applicable department. In addition to taking into account the days that an employee received in the past for his/her vacation, the length of service will be a determining factor in cases of conflicts in vacation requests.

Vacation scheduling will be determined on a departmental basis. When scheduling, your Department Head will consider your personal preferences, length of service, and the needs of his/her department.

All employees are paid for vacation time on the regular payday. No advance payments will be made.

### **Payment In Lieu of Vacation**

Payment in lieu of vacation time will not be granted, unless the employee retires or voluntarily leaves employment of the Town with the required amount of notification, vacation time will be paid out at the rate of pay currently earned by the employee in accordance with the guidelines stated in Section 4.02(c). An employee who terminates employment prior to completing one year of continuous service shall not be eligible for any payment of accrued vacation.

### **Unused**

There may be unusual or extenuating circumstances that will not permit an employee to exhaust all of his/her vacation leave by the end of the calendar year. In those circumstances, a request to carry over earned but unused vacation must be made to the Department Head. Such request shall specifically document the unusual or extenuating circumstance, and the anticipated dates for the vacation leave. No employee shall be permitted to carry over any unused vacation leave remaining on December 31, into the following calendar year without the written permission of the Department Head. If approval of the vacation carry over is not granted by the Department Head, the employee will lose that part of the vacation benefit not used in the calendar year. Vacation is intended to be used during the year in which it is earned. However, if approved by a Department Head, no more than two weeks (80 hours) may be accumulated and carried over to the next year.

### **Use of Vacation Time**

Employees shall not elect to take unpaid time off in an effort to save paid vacation days, except to the extent permitted by law.

### **Sick Leave**

#### **Regular Full-Time Employees**

After the orientation/introductory period, regular full-time employees as described in Section 2.02 of the Employee Handbook will earn one day of sick leave with pay for completion of employment every two months, or a total of six days per year accumulative to a maximum of one hundred twenty (120) days.

New, regular full-time employees will accrue one day of sick leave every two months during the orientation/introductory period, but they will not be awarded the sick leave until after the orientation/introductory period ends. Employees terminating or resigning during the orientation/introductory period will not be eligible to be paid for sick days.

#### **Sick leave is subject to the following rules:**

- Sick leave shall not be considered as an entitlement which an employee may use at his/her discretion. It shall be allowed only for actual sickness of the employee, to meet medical or dental appointments, or because of illness in the employee's immediate family which necessitates his/her absence from employment. "Immediate Family" shall be defined as defined in the State and/or Federal FMLA.
- Employees shall make every reasonable effort to schedule medical appointments at the least disruptive time in accordance with departmental needs, so as not to conflict with the work schedule of the day.
- No pay for sick leave exceeding three (3) consecutive days shall be granted to an employee except upon presentation of a physician's certificate, or where exempted by the Department Head.

- At the discretion of the Department Head, the employee may be required to submit a physician's certificate to confirm that the employee was ill and be eligible for sick pay for leave taken immediately before or after a holiday, weekend, or vacation. If such a certificate is not provided, any pay granted for such leave may be deducted from the next paycheck.
- In order to receive paid sick leave, an employee shall notify his/her immediate supervisor of his/her absence no later than one-half (1/2) hour before the start of the normal workday, unless the employee is unable to do so because of circumstances beyond the employee's control. The employee must indicate the reason for the absence, and if the call is late, the reason the employee could not contact his/her supervisor at least one-half hour before the employee's scheduled starting time.
- The Town Administrator or Department Head may investigate the alleged illness of an employee absent from work on sick leave. False or fraudulent use of sick leave shall be cause for disciplinary action up to and including dismissal. The use of sick leave for any purpose other than allowed by policy, the making of a false statement, the furnishing of any false information with reference to the absence or any other abuse of sick leave by an employee will result in discipline up to and including termination. The Town reserves the right to request a doctor's excuse at any time it is suspected that the employee may be abusing sick leave.

### **Holidays**

The following shall constitute holidays recognized for observation and pay purposes by the Town. However, the Town may decide to work on a holiday, depending upon job requirements.

- New Year's Eve
- New Year's Day
- Good Friday / Floating Holiday
- Memorial Day
- Independence Day
- Day Before or After Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve
- Christmas Day

The following provisions apply regarding holidays observed by the Town:

- Career Full Time Fire Department employees, who are required to work on a holiday, will be given another day off as determined by the Fire Department administration.
- A minimum of two Town Hall staff is required to work Good Friday due to the Spring Election's absentee voting requirements and/or issuing compost site passes. Town Hall staff who choose to stay and work Good Friday shall be granted a floating holiday to use at their discretion. Public Works and Parks Department also have this option when it comes to plowing or if there is an emergency where they are required to work.

### **Weekends**

In most cases, when one of the above holidays falls on Saturday or Sunday, it may be observed on the preceding Friday or following Monday, respectively, depending on department requirements.

# Retirement Benefits

## Wisconsin Retirement System Pension Contribution

The employee and Town shall pay a pension contribution to the Wisconsin Retirement System pension plan as authorized and established under the Wisconsin Statutes and rate schedule set by the Department of Employee Trust Funds. Employees generally qualify for WRS if they are expected to work 1,200 hours per year if hired on or after July 1, 2011, and the employee is expected to be employed for at least one year (365 consecutive days) from employee's date of hire.

## Deferred Compensation

Employees may elect, pursuant to Section § 40.81, Wisconsin Statutes, to defer from each paycheck due him/her a specified amount by having the Town deduct such amount from his/her paycheck. The amount so deducted from an employee's paycheck shall be deposited by the Town to the account of the employee for accumulation and earning under the deferred compensation plan provided by the deferred compensation plan selected by the employee. The amount so deferred shall be ordered by a written direction by the employee to the Town. An employee participating in a deferred compensation plan may change the amount of the deduction by the Town or eliminate it by giving written notice thereof to the provider at least thirty (30) days in advance. An employee desiring to withdraw from the plan shall give the deferred compensation plan provider such prior notice as the provider requires.

# Additional Benefits

## Uniform and Safety Equipment Allowance

The Town shall pay regular full time Public Works and Parks Department employees an amount not to exceed one hundred dollars (\$100) for safety equipment upon submittal of proof of purchase / receipt.

# Contact Information

### MEDICAL:

Anthem  
Phone: 855-330-1216  
[www.anthem.com](http://www.anthem.com)

### DENTAL:

Delta Dental of Wisconsin  
Phone: 800-236-3713  
[www.deltadentalwi.com](http://www.deltadentalwi.com)

### VOLUNTARY VISION:

United Healthcare  
Phone: 800-638-3120  
[www.myuhcvision.com](http://www.myuhcvision.com)

### GROUP LIFE:

United Healthcare  
Phone: 866-302-4480  
[www.myuhc.com](http://www.myuhc.com)

### ADMINISTRATOR

Gina C. Gresch, MMC/WCPC  
Phone: 246-6100 ext. 1003  
[ggresch@townoflisbonwi.com](mailto:ggresch@townoflisbonwi.com)

### DEPUTY CLERK-FINANCE

Natasha Girard  
Phone: 246-6100 ext. 1005  
[ngirard@townoflisbonwi.com](mailto:ngirard@townoflisbonwi.com)

*The information in this Enrollment Manual is presented for illustrative purposes and is based on information provided by the employer. The text contained in this Manual was taken from various summary plan descriptions and benefit information. While every effort was taken to accurately report your benefits, discrepancies or errors are always possible. In case of discrepancy between the Manual and the actual plan documents, the actual plan documents will prevail. All information is confidential, pursuant to the Health Insurance Portability and Accountability Act of 1996. If you have any questions about your Manual, contact Human Resources.*





<b>Document Number</b>	<b>DEVELOPMENT AGREEMENT</b>
	<b>Title of Document</b>
	Wikoff Color Corporation
	Recording Area
	Name and Return Address:
	Town of Lisbon W234 N8676 Woodside Rd. Lisbon, WI 53089
	LSBT 0241.999

## **DEVELOPMENT AGREEMENT**

This Development Agreement (“Agreement”) is made by and among the Town of Lisbon, Wisconsin, a Wisconsin municipal corporation with offices located at W234 N8676 Woodside Road, Lisbon, WI 53089 (the “Town”) and Wikoff Color Corporation, Wisconsin corporation, with its offices located at 1886 Merritt Road, Fort Mill, SC 29715 (herein the “Developer”).

### **WITNESSETH:**

**WHEREAS**, the Developer has requested that the Town convey to the Developer a parcel of land containing 6.680 acres, more or less, which parcel of land is referred to herein as the “Property” and depicted more particularly on **Exhibit A** which is appended hereto and incorporated herein by reference; and,

**WHEREAS**, Developer proposes to construct a building of approximately forty thousand (40,000) square feet which building will be used by the Developer for furtherance of manufacturing and distributing activities conducted by the Developer; and,

**WHEREAS**, the construction of the above referenced building, and development of the Property is being undertaken in accordance with the provisions of the zoning and building codes of the Town, as well as other approving authorities, including the State of Wisconsin; and,

**WHEREAS**, the Town has determined the Development and improvement of the Property is consistent with the economic development goals approved by the Town of Lisbon Tax Incremental District No. 1 (“TID #1”), in which the Property is currently located; and,

**WHEREAS**, the Town has determined that “but for” the commitment of the Town to assist the Developer and the Development of the Property, the Developer would not undertake the proposed Development of the Property; and,

**WHEREAS**, the Town has determined that the proposed Development will create additional full-time and part-time jobs, and will generally benefit the economic development climate in the Town;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both the Town and the Developer, the parties agree as follows:

### **SECTION 1 - PURPOSE; LAND; DEFINITIONS; EXHIBITS**

**1.1. Purpose of the Agreement.** In order to facilitate development of the Property, and to promote development and job creation within the Town, and to expand and enhance the tax base within the Town, the Town will convey to the Developer title to the Property, in consideration of the payment of one (\$1) dollar and in consideration of the Developer’s commitment to fully and faithfully perform the Developer’s obligations under the terms of this Development Agreement. The parties intend to enter into this Agreement for the purpose of establishing the obligations of the parties under the terms of this Development Agreement, and to record those understandings and undertakings of both parties which will result in the Development of the Property as provided herein.

**1.2. Description of the Project.** Developer agrees to construct and complete the commercial building, to be used by the Developer in furtherance of the Developer’s business operation. Development of the Property shall be undertaken in accordance with site plans to be submitted to and approved by the Town Plan Commission and Town Board.

**1.3. Definitions.** As used herein, the following terms shall have the meanings attributed in this section:

- A.** “Agreement” shall mean this Development Agreement.
- B.** “Developer” shall mean Wikoff Color Corporation.
- C.** “Development” shall mean construction of the improvements by the Developer on the Property as depicted on the Site Plan and as described in this Agreement.
- D.** “Property” shall mean the 6.680-acre parcel identified as Lot 4 of the Certified Survey Map appended to this Agreement as **Exhibit A**.
- E.** “TID” shall mean the Town of Lisbon Tax Increment Financing District No. 1.
- F.** “Town” shall mean the Town of Lisbon.

## **SECTION 2 - OBLIGATIONS OF DEVELOPER**

**2.1. Development of the Real Estate.** Developer agrees to construct and complete a commercial building, consisting of approximately forty thousand (40,000) square feet, in accordance with the site plans to be submitted to and approved by the Town Plan Commission and Town Board. Developer, at its own expense, has, and in the future shall, as necessary, obtain all approvals, permits and licenses as may be required by any governmental or non-governmental entity in connection with the development described herein. The Property shall not be used for any use or purpose which is inconsistent with the Development and site plans, as approved by the Town, this Development Agreement, and the Zoning Code of the Town of Lisbon.

Developer shall, at its own expense, assume responsibility for and obtain all permits or other approvals relating to disturbance and/or mitigation of wetlands which are located on the Property.

Developer shall enter into such contracts as Developer deems necessary so as to complete construction of the commercial building, and to occupy and use the commercial building, prior to December 31, 2020. Developer acknowledges that completion and occupancy of the commercial building by December 31, 2020.

**2.2. Minimum Assessed Valuation.** The Developer represents and warrants to the Town that, commencing January 1, 2021, and for the next following twenty (20) years, the Property shall have a minimum assessed value of five million four hundred thousand (\$5,400,000) dollars (herein the “Minimum Assessed Evaluation”).

**2.3. Recovery of Development Costs.** It is the intent of the Town and the Developer that the Town be allowed to recover costs associated with the acquisition, conveyance, and installation of public improvements, including the provision of sanitary sewer service and a private water distribution system, in accordance with the provisions of the Tax Incremental Finance District laws of the State of Wisconsin as set forth in Wis. Stat. § 66.1105. As an inducement to the Town to enter into this Agreement, Developer guarantees that Developer will faithfully perform all terms, covenants, conditions, and obligations of this Development Agreement, and that the Developer shall, without limitation, construct improvements on and otherwise develop the Property in accordance with the terms of the Development Agreement.

Developer acknowledges that recovery of Town costs associated with acquisition, conveyance, and improvements to the Property can only be achieved if the Property, commencing as of January 1, 2021, has a Minimum Assessed Valuation of not less than five million four hundred thousand (\$5,400,000) dollars. Accordingly, Developer guarantees that the Minimum Assessed Valuation of the Property, including both land and improvements, from and after January 1, 2021, and continuing through the calendar year of January 1, 2040, shall be not less than five million four hundred thousand (\$5,400,000) dollars.

**2.4. Deficiency PILOT.** In the event the Actual Assessed Valuation of the Property for any calendar year commencing January 1, 2021, and continuing through January 1, 2040, shall be less than the Minimum Assessed Valuation of five million four hundred thousand (\$5,400,000) dollars, then in that event, the Developer shall pay to the Town a Payment in Lieu of Taxes ("PILOT") as provided herein. The amount of the PILOT shall be determined by deducting the difference between the Minimum Assessed Valuation (\$5,400,000) and the assessed valuation of the Property for any calendar year. The Developer shall then pay to the Town the PILOT which will be determined by multiplying the difference between Minimum Assessed Valuation and the Actual Assessed Valuation of the Property, by the mill rate for all taxing jurisdictions (the Town, the County, the State, the School District and the Vocational District). The PILOT payment shall be due and payable on or before January 31<sup>st</sup> of any tax year, beginning January 1, 2022.

By way of illustration, assume that the Actual Assessed Valuation of the Property is five million (\$5,000,000) dollars. The difference between the Minimum Assessed Valuation (\$5,400,000.00) and the Actual Assessed Valuation (\$5,000,000), would be \$400,000. The PILOT payment would be calculated by multiplying the difference (\$400,000) by the mill rate for all taxing jurisdictions. Assuming the mill rate for all taxing jurisdictions is twenty (\$20) dollars for each thousand (\$1,000) dollar Assessed Valuation, then the deficiency PILOT would be \$8,000 ( $\$400,000 \times \$20 = \$8,000$ ).

**2.5. Deferred Special Assessment.** The Developer guarantees that payment of any deficiency PILOT referenced in paragraph 2.5 above, by consenting to the levy of a deferred special assessment on the Property in accordance with the provisions of Wis. Stat. § 66.0703.

The Town, by approval and execution of this Development Agreement, hereby levies, with the Developer's consent and approval, a Deferred Special Assessment on the Property in accordance with the provisions of Wis. Stat. § 66.0703. Developer hereby waives, pursuant to Wis. Stat. § 66.0703(7)(b) and any other applicable provisions, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of Special Assessments including, but not

limited to, the notice and hearing requirements of Wis. Stat. § 66.0703 and the notice requirements of Wis. Stat. § 66.0715(3), and agrees that the Town has levied the Deferred Special Assessment referenced herein as against the Property described in this Development Agreement. Developer acknowledges that the Deferred Special Assessment is levied for the purpose of securing repayment of any PILOT deficiency, including accrued interest thereon, which may be owed to the Town under the terms of this Development Agreement.

In the event that the Deferred Special Assessment is not timely paid, then in that event, the Deferred Special Assessment shall be placed on the tax roll and collected with all the Property taxes and assessments which burden this Property.

The Developer further waives any right to appeal from the Deferred Special Assessment, and stipulates that the amount of the Deferred Special Assessment levied against the Property has been determined on a reasonable basis and has benefitted the Property.

**2.6. Waiver of Right to Appeal Assessment.** During the period of time commencing January 1, 2021 and continuing through January 1, 2040, neither the Developer, nor the Developer's successors in interest, shall make application for, or shall accept, any reduction in the Actual Assessed Valuation of the Property, which reduction, if granted, would reduce the Actual Assessed Valuation of the Property to an amount less than the Minimum Assessed Valuation

**2.7. Restrictions on Tax Exempt Status.** The Property, during the term of the obligations of the Developer under this Agreement, may not be sold, transferred or conveyed to, or leased or owned by, any entity, or used in any manner which would render any part of the Property exempt from real property taxation under the laws of the State of Wisconsin. Should the Property be transferred any entity, or used in any manner, which would permit the application for an exemption from real property taxation of the State of Wisconsin in violation of the terms of this Agreement, shall be pay to the Town an annual PILOT Payment determined by multiplying the Minimum Assessed Valuation by the mill rate for all taxing jurisdictions, as described in Sec. 2.4 above. Such PILOT payments shall be due on or before January 31<sup>st</sup> of each year, and if not paid, shall become a Deferred Special Assessment as provided in Section 2.5 above which Special Assessment shall be placed on the tax roll and collected by the Town as provided in that section.

**2.8. Restrictions on Transfer or Sale of the Property.** The Property may not be sold transferred or otherwise conveyed for a period of twenty (20) years, or until termination of TID No. 1, whichever occurs earlier, without first obtaining the Town's written approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the title to the Property may be conveyed to an LLC or other legal entity owned by the Developer; provided however, that such conveyance shall not relieve the Developer of the Developer's obligations under the terms of this Development Agreement.

**2.9. Assignees and Transferees Bound by Agreement.** Any assignee or purchaser or transferee of the Property shall be bound by the terms and conditions of this Agreement, which shall run with the land and be binding upon all such assignees, purchasers, and transferees. The Developer shall not sell or transfer the Property to any entity unless and until the Developer has provided the Town with written evidence satisfactory to the Town Attorney that such assignee or entity has agreed in writing to be bound by the terms of this Agreement. Any such sale, transfer or conveyance of the Property shall not relieve the Developer of its obligations hereunder.

**2.10. Insurance.** During the term of this Agreement, Developer shall maintain, and shall require any purchasers or transferees of the property, to maintain insurance in amounts and against such risks both generally and specifically with respect to the Property, as are customarily insured against Developments of like size, kind and character, including customary builders risk insurance during construction and customary casualty, property and liability insurance, with deductibles in accordance with reasonable industry practice. Developer shall carry casualty insurance for the Property at not less than the replacement value and further agrees and covenants to apply, and to require any purchasers or transferees of any portion of the Property to apply, any and all insurance proceeds to rebuild the Development to be constructed on the Property. Developer shall, at the request of the Town, provide the Town with certificates of insurance confirming the existence and maintenance of such insurance coverages.

**2.11. Indemnity:** Developer shall indemnify and hold harmless the Town, its officers, employees and authorized representatives from and against any and all liabilities including, without limitation, remediation required by any federal or state agency having jurisdiction, losses, damages, costs, and expenses, including reasonable attorney fees and costs, arising out of any third-party claims, causes of action, or demands made against or suffered by the Town on account of this Agreement, unless such claims, causes of action, or demands: (a) relate to the Town failing to perform its obligations to Developer; or (b) arise out of any willful misconduct of Town. At Town's request, Developer shall appear for and defend the Town, at Developer's expense, in any action or proceeding to which the Town may be made a party by reason of any of the foregoing.

**2.12. Record Retention.** Developer understands and acknowledges that the Town is subject to the Public Records Law of the State of Wisconsin. As such, Developer agrees to retain all public records as defined by Wisconsin Statute §19.32(2) applicable to this Agreement for a period of not less than seven (7) years. Likewise, Developer agrees to assist the Town in complying with any public records request that the Town receives pertaining to this Agreement.

### **SECTION 3 - TOWN OBLIGATIONS**

**3.1. Town Performance Subject to Required Government Approvals.** The Town shall convey to the Developer, free and clear of all liens and encumbrances, except those existing as of the effective date of this Agreement and as of the approval and recording of the Certified Survey Map appended as **Exhibit A**, whichever is later, the Property as provided in this Development Agreement.

**3.2. Conditions Precedent to Town Obligations.** In addition to any other contingencies or requirements of this Agreement, the Town's obligations under this Agreement are conditioned upon the provisions set forth herein.

- A. Existence.** Developer shall have provided a certified copy of Developer's formation documents and a good standing certificate issued by the appropriate governmental authority of the state of Developer's incorporation.
- B. Due Authorization.** Developer shall have provided such resolutions or other authorizations as may be required by the Town so as to guarantee that the Developer has the authority to execute this Development Agreement and carry out all terms, conditions and obligations imposed upon the Developer under the terms of this Development Agreement.

- C. No Violation or Default.** Developer shall not be in violation of any of its governing documents or other contracts. Developer shall not be in material default under the terms of any other agreement or instrument to which Developer is a party or an obligor. Developer shall be in material compliance with all provisions of this Agreement.
- D. Plans and Specifications.** The Town has received, reviewed, and approved, in accordance with the Zoning Codes of the Town, site plans detailing Development of the Property, and Development of the Property as proceeded in accordance with the plans and specifications and the terms of this Agreement.
- E. Certified Survey.** The Town has obtained approval of and recorded the Certified Survey Map creating the Property, a draft of which is appended to his Agreement as **Exhibit A**.
- F. Approvals and Permits.** The Developer has, at the Developer's expense, obtained all necessary approvals and permits required to undertake construction of the Development on the Property, including but not limited to, site plan review and approval, zoning approvals, and all other local, state and federal approvals or permits.

**3.3. Extension of Sanitary Sewer and Water Service.** The Town shall be responsible for the following improvements to the Property:

- A.** The Town shall design and construct, at the Town's sole cost and expense, the public road and cul-de-sac depicted on **Exhibit A**, which road and cul-de-sac will access Main Street. The Town shall be responsible for all costs associated with that construction including widening, acceleration and deceleration lanes on Main Street as may be required by Waukesha County.
- B.** The Town shall engineer and construct, at the Town's sole cost and expense, a reasonable stormwater retention pond, and fire suppression reservoir pond. It is understood by the parties that capacity requirements for fire suppression, as proposed by the Developer, will require three hundred and fifty thousand (350,000) gallons of capacity with a flow rate of twenty-five hundred (2,500) GPM with seventy-five (75) PSI. The Town will provide twenty-five hundred (2,500) GPM with seventy-five (75) PSI to the Property line. The stormwater retention pond shall be sized to accommodate all stormwater needs of the Developer, as well as other areas of the adjoining real estate owned by the Town.
- C.** The Town shall extend sanitary sewer and water mains to the Property, including storm water and fire suppression mains and appurtenances; such mains and appurtenances to be constructed within the Easement Areas depicted on the Certified Survey Map.
- D.** The Town shall extend to the Property, water mains which will provide water service from a private well to be constructed by the Town, and to be used by the Developer as well as future developers of the adjoining property owned by the Town and commonly referred to as the Lied's Property. Developer acknowledges

that the operating cost of providing water service from the private well shall be allocated to all users of the well in accordance with the terms and agreement to be prepared by the Town. Developer also acknowledges that the Town intends to exercise the Town's best efforts to convert the private well to a municipal water system, and to the extent that the Developer's consent or approval may be required in order to allow the conversion of the private well to a municipal water system, the Developer shall provide such consent or approval as requested by the Town.

- E. Stock pile soils currently located on Town lands adjacent to the Property will be moved or distributed by the Developer, on the Property or on the adjacent lands owned by the Town. Movement and disbursement of the stock pile soils shall be conducted in accordance with plans and activities reviewed by the Town Engineer.

#### **SECTION 4 - REPRESENTATIONS, WARRANTIES AND COVENANTS**

Developer represents and warrants to and covenants with the Town, and the Town represents and warrants to and covenants with Developer as respectively follows:

**4.1. Financial Statements/No Material Change.** All financial statements or other contracts, documents, and agreements which the Developer may furnish to the Town or its agents are true and correct. There has been no material change in the business operations of Developer since the date of the last financial statement furnished to the Town except pursuant to the conduct of its ordinary business, all financial statements or other contracts, documents and agreements which the Developer may furnish to the Town from time to time, are accurate and complete and that no material change in the business operations has occurred between the date of preparation and submission of those documents and continuing through the conveyance of the Property which is the subject matter of this agreement.

**4.2. Taxes.** Developer has paid, and will pay when due, all federal, state and local taxes and shall promptly prepare and file returns for accrued taxes. If necessary, Developer shall pay when due all payments in lieu of taxes and special charges required under the terms of this Agreement.

**4.3. Compliance with Zoning:** Developer covenants that the Property, upon completion of the Project, will conform and comply in all respects with applicable federal, state, local and other laws, rules, regulations and ordinance including, without limitation, zoning and land division laws, building codes and environmental laws.

**4.4. Payment:** All work performed or materials furnished for the Project, other than the Public Improvements, will be fully paid for by Developer.

**4.5. Certification of Facts.** No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the Town pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

**4.6. Due Authorization.** The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary corporate action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. The Town represents and warrants to Developer that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by Town under this Agreement.

**4.7. No Conflict.** The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer.

**4.8. No Litigation.** There is no litigation or proceeding pending or threatened against or affecting Developer or the Project or any guarantor that would adversely affect the Project, Developer or any guarantor or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

**4.9. No Default.** No default or event which, with the giving of notice or lapse of title or both, would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

**4.10. No Subordination.** The Town shall not subordinate any interest it has in this Agreement for any reason, unless it is determined to be in the best interests of the Town. Any requests for subordination shall be submitted in writing explaining why the request is in the best interests of the Town. Said request shall be received by the Town not less than forty five (45), days prior to any Town Board action on said request. Said subordination may only be approved by the Town Board.

**4.11. Notification.** Developer shall:

- A.** As soon as possible, and in any event within five (5) business days after the occurrence of any default, notify Town in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Developer with respect thereto.
- B.** Promptly notify Town of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Developer contained in this Agreement to be untrue.
- C.** Notify Town and provide copies, immediately upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Developer or any

guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Developer or any guarantor under any environmental laws, rules, regulations or ordinances or which seeks damages or civil, criminal or punitive penalties from or against Developer or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

## **SECTION 5 - DEFAULT**

### **5.1. Developer's Default.**

- A. Remedies.** In the event (i) any representation or warranty of Developer herein or in any agreement or certificate delivered pursuant hereto shall prove to have been false in any material respect when made or (ii) of Developer's default hereunder which is not cured within thirty (30) days after written notice thereof to Developer, the Town shall have all rights and remedies available under law or equity with respect to said default.
- B. Reimbursement.** Any amounts expended by the Town in enforcing this Agreement and the obligations of Developer hereunder, including reasonable attorney's fees, and any amounts expended by the Town in curing a default on behalf of Developer, together with interest at one and one-half percent (1.5%) per month, shall be paid by Developer to the Town upon demand and shall constitute a lien against the Property until such amounts are reimbursed or paid to the Town, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.
- C. Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
- D. Failure to Enforce Not a Waiver.** Failure of the Town to enforce any provision contained herein shall not be deemed a waiver of the Town's rights to enforce such provision or any other provision in the event of a subsequent default.

### **5.2. Towns Default.**

- A. Remedies.** In the event of the Town's default hereunder which is not cured within thirty (30) days after written notice thereof to the Town, Developer shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, Developer shall have the following specific rights and remedies:
  - (1) Injunctive relief;
  - (2) Action for specific performance; and
  - (3) Action for money damages.

- B. Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
- C. Failure to Enforce Not a Waiver.** Failure of Developer to enforce any provision contained herein shall not be deemed a waiver of Developer's rights, to enforce such provision or any other provision in the event of a subsequent default.

**5.3. Mediation of Disputes Required.** Unless the parties agree otherwise, prior to litigation and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. In the event of impasse at mediation, the aggrieved party may then commence an action. However, the parties shall be bound to agree to alternative dispute resolution as ordered by the Court.

## **SECTION 6 - MISCELLANEOUS PROVISIONS**

**6.1. Nondiscrimination.** In the performance of work under this Agreement, Developer agrees not to discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the Project shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

**6.2. No Personal Liability.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the Town or Developer, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

**6.3. Force Majeure.** No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause; provided however that any such event of Force Majeure shall not be the basis of a delay of more than ninety (90) days.

**6.4. Parties and Survival of Agreement.** Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties, and indemnifications contained herein "shall survive the termination or expiration of this Agreement.

**6.5. Notices.** Any notice, demand, certificate, or other communication under this Agreement shall be given in writing, and deemed effective: (a) when personally delivered; (b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or (c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the Town:	Attn: Town Clerk Town of Lisbon W234 N8676 Woodside Road Lisbon, WI 53089
With a Copy to:	Attn: Town Attorney Attorney James W. Hammes Cramer, Multhauf & Hammes, LLP P.O. Box 558 Waukesha, WI 53187-0558
To the Developer:	Wikoff Color Corporation
With a Copy to:	Attn: Developer Attorney

**6.6. Governing Law.** This Agreement shall be governed by the laws of the State of Wisconsin and shall be deemed to have been drafted through the combined efforts of both parties of equal bargaining strength: Any action at law or in equity relating to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin and venued in Waukesha County. Each party waives its right to change venue.

**6.7. Execution in Counterparts.** This Agreement may be executed in several counterparts, each which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

**6.8. Severability.** Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstance be in conflict with any state or federal law or otherwise be rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided that such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

**6.9. Memorandum of Agreement.** Promptly upon its acquisition of the Property and prior to the recording of any mortgage, or other security instrument against any, portion of the Property, the Developer agrees that the Town may record this Agreement, or a memorandum thereof with the Register of Deeds for Waukesha County, Wisconsin. Any such memorandum shall be in form and substance reasonably acceptable to the Town and the Developer.





March 2, 2020

Sent Via: Email



107 PARALLEL STREET  
 BEAVER DAM, WI 3916  
 920-356-9447  
 FAX 920-356-9454  
 KUNKELENGINEERING.COM

Ms. Gina C. Gresch  
 Town of Lisbon Administrator  
 W234N8676 Woodside Rd  
 Lisbon, WI 53089-1545

**RECEIVED***By Gina Gresch at 3:01 pm, Mar 03, 2020*

**Re: TID #1 Site Development – Utility Extensions Project  
 Construction Contract Award – Recommendation**

Dear Ms. Gresch:

Please find accompanying this transmittal the Bid Tabulation for the TID #1 Site Development – Utility Extensions Project that was bid on February 20, 2020. There were six (6) bids received for this project, ranging from \$1,211,550.51 to \$1,749,874.00, with four (4) of the bids coming in under the final engineer's estimate of \$1,452,430.00 for this project. As is evident, Woleske Construction, from Madison, Wisconsin submitted the low bid in the amount of \$1,211,550.51.

Based upon our review and analysis of the bids, and our experience with the Contractor's past work efforts, we hereby recommend that the Town of Lisbon award a construction contract to Woleske Construction, from Madison, Wisconsin for the TID #1 Site Development – Utility Extensions Project in the amount of **\$1,211,550.51.**

Gina, should either you or the Town Board have any questions or comments regarding this transmittal, please feel free to contact me at your convenience.

Sincerely,

**KUNKEL ENGINEERING GROUP**

Don Neitzel, G.M.

Enclosures

cc: Joseph Osterman, Town Chairman  
 Dennis Golner, Sanitary District Chairman  
 Joe Woleske, Woleske Construction

**RECEIVED**  
By Gina Gresch at 3:01 pm, Mar 03, 2020



**BID TABULATION**  
Town of Lisbon  
TID #1 Site Development - Utility Extension  
Thursday, February 20, 2020 at 1:00 p.m.

Item No.	Base Bid	Quantity	Unit	Woleske Construction - Madison, WI		Wondra Construction - Iron Ridge, WI		Mid City Corporation - Butler, WI		D.F. Tomasini - Sussex, WI		Super Excavators, Inc. - Menomonee Falls, WI		Soper Grading & Excavating - Oshkosh, WI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	8" Sanitary Sewer	3,880	LF	\$100.00	\$388,000.00	\$65.00	\$252,200.00	\$95.00	\$368,600.00	\$68.75	\$266,750.00	\$65.00	\$252,200.00	\$120.00	\$465,600.00
2	8" Sanitary Sewer, Directionally Drilled	70	LF	\$1,000.00	\$70,000.00	\$1,130.00	\$79,100.00	\$1,350.00	\$94,500.00	\$1,300.00	\$91,000.00	\$1,650.00	\$115,500.00	\$860.00	\$60,200.00
3	Rock Excavation (Sanitary Sewer)	3,060	CY	\$0.01	\$30.60	\$58.75	\$179,775.00	\$53.75	\$164,475.00	\$67.50	\$206,550.00	\$72.00	\$220,320.00	\$60.00	\$183,600.00
4	Dewatering, San Sewer	1	LS	\$5,000.00	\$5,000.00	\$1.00	\$1.00	\$500.00	\$500.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00
5	Sanitary Sewer Manhole	13	EA	\$4,000.00	\$52,000.00	\$4,100.00	\$53,300.00	\$3,000.00	\$39,000.00	\$3,400.00	\$44,200.00	\$4,000.00	\$52,000.00	\$4,500.00	\$58,500.00
6	Sanitary Sewer Sealed Manhole w/Flume	1	EA	\$22,000.00	\$22,000.00	\$6,600.00	\$6,600.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$20,000.00	\$20,000.00
7	Connection to Existing Sanitary Sewer	1	EA	\$18,000.00	\$18,000.00	\$1,850.00	\$1,850.00	\$3,500.00	\$3,500.00	\$25,000.00	\$25,000.00	\$800.00	\$800.00	\$50,000.00	\$50,000.00
8	6" Sanitary Sewer Lateral	848	LF	\$40.00	\$33,920.00	\$45.20	\$38,329.60	\$80.00	\$67,840.00	\$55.50	\$47,064.00	\$48.00	\$40,704.00	\$100.00	\$84,800.00
9	Granular Backfill (San Sewer)	1,890	LF	\$0.01	\$18.90	\$41.00	\$77,490.00	\$25.00	\$47,250.00	\$54.00	\$102,060.00	\$71.00	\$134,190.00	\$50.00	\$94,500.00
10	8" Watermain	3,728	LF	\$77.00	\$287,056.00	\$43.30	\$161,422.40	\$65.00	\$242,320.00	\$50.00	\$186,400.00	\$48.00	\$178,944.00	\$80.00	\$298,240.00
11	8" Gate Valve	5	EA	\$3,000.00	\$15,000.00	\$2,350.00	\$11,750.00	\$2,000.00	\$10,000.00	\$1,650.00	\$8,250.00	\$1,800.00	\$9,000.00	\$1,510.00	\$7,550.00
12	Flushing Hydrant	2	EA	\$4,000.00	\$8,000.00	\$4,400.00	\$8,800.00	\$4,250.00	\$8,500.00	\$4,000.00	\$8,000.00	\$8,000.00	\$16,000.00	\$3,420.00	\$6,840.00
13	6" Branch Water Service or Hyd Lead	204	LF	\$70.00	\$14,280.00	\$65.50	\$13,362.00	\$60.00	\$12,240.00	\$94.00	\$19,176.00	\$115.00	\$23,460.00	\$110.00	\$22,440.00
14	6" Gate Valve	7	EA	\$2,000.00	\$14,000.00	\$1,750.00	\$12,250.00	\$1,500.00	\$10,500.00	\$1,350.00	\$9,450.00	\$1,300.00	\$9,100.00	\$1,100.00	\$7,700.00
15	Rock Excavation (Watermain)	1,500	CY	\$0.01	\$15.00	\$34.00	\$51,000.00	\$29.00	\$43,500.00	\$43.00	\$64,500.00	\$45.00	\$67,500.00	\$32.00	\$48,000.00
16	Dewatering Watermain	1	LS	\$0.01	\$0.01	\$1.00	\$1.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$1,000.00	\$1,000.00
17	Granular Backfill (Watermain)	1,000	LF	\$0.01	\$10.00	\$30.50	\$30,500.00	\$15.00	\$15,000.00	\$30.75	\$30,750.00	\$40.00	\$40,000.00	\$36.00	\$36,000.00
18	8" Non-Potable Fire Suppression Line	2,012	LF	\$60.00	\$120,720.00	\$46.30	\$93,155.60	\$75.00	\$150,900.00	\$68.00	\$136,816.00	\$58.00	\$116,696.00	\$72.00	\$144,864.00
19	8" Gate Valve (FS Non-Potable)	4	EA	\$4,000.00	\$16,000.00	\$2,375.00	\$9,500.00	\$2,000.00	\$8,000.00	\$1,650.00	\$6,600.00	\$1,900.00	\$7,600.00	\$1,510.00	\$6,040.00
20	Misc. Route Restoration	1	LS	\$20,000.00	\$20,000.00	\$221,500.00	\$221,500.00	\$7,500.00	\$7,500.00	\$65,000.00	\$65,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
21	Topsoil, Seeding and Mulch Stabilization	13,500	SY	\$2.00	\$27,000.00	\$1.00	\$13,500.00	\$6.25	\$84,375.00	\$3.75	\$50,625.00	\$4.50	\$60,750.00	\$3.00	\$40,500.00
22	Construction Erosion Control	1	LS	\$44,000.00	\$44,000.00	\$5,700.00	\$5,700.00	\$12,750.00	\$12,750.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
23	Traffic Control and Access	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$250.00	\$250.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
24	Clearing and Grubbing	1	LS	\$48,000.00	\$48,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
	ALLOWANCE - SOIL AND MATERIAL TESTING	1	LS	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00

<b>Total Base Bid w/allowances</b>	<b>\$1,211,550.51</b>	<b>Total Base Bid w/allowances</b>	<b>\$1,340,586.60</b>	<b>Total Base Bid w/allowances</b>	<b>\$1,410,000.00</b>	<b>Total Base Bid w/allowances</b>	<b>\$1,443,691.00</b>	<b>Total Base Bid w/allowances</b>	<b>\$1,461,264.00</b>	<b>Total Base Bid w/allowances</b>	<b>\$1,749,874.00</b>
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Read as \$1,132,786.50

STATE OF WISCONSIN

TOWN OF LISBON

WAUKESHA COUNTY

**RESOLUTION 07-20**

---

**RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY  
\$2,435,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020A**

---

**WHEREAS** the Town of Lisbon, Waukesha County, Wisconsin (the "Town") is presently in need of approximately \$2,435,000 for the public purpose of paying the cost of public infrastructure projects in Tax Incremental District No. 1, including sanitary sewer projects and street improvement projects; and

**WHEREAS** it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes;

**NOW, THEREFORE, BE IT RESOLVED that:**

Section 1. Issuance of the Notes. The Town shall issue its General Obligation Promissory Notes, Series 2020A in an approximate amount of \$2,435,000 (the "Notes") for the purpose above specified.

Section 2. Sale of Notes. The Town Board hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Town Board shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The Town Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the Town Clerk may determine and to cause copies of a complete, official Notice of Sale and other pertinent data to be forwarded to interested bidders as the Town Clerk may determine.

Section 4. Official Statement. The Town Clerk shall cause an Official Statement concerning this issue to be prepared by Ehlers. The appropriate Town officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

**PASSED AND ADOPTED** by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 9<sup>th</sup> day of March, 2020.

TOWN BOARD, TOWN OF LISBON  
WAUKESHA COUNTY, WISCONSIN

BY: \_\_\_\_\_  
JOSEPH OSTERMAN, Chairman

BY: \_\_\_\_\_  
TEDIA GAMIÑO, Supervisor

BY: \_\_\_\_\_  
MARC MOONEN, Supervisor

BY: \_\_\_\_\_  
LINDA BEAL, Supervisor

BY: \_\_\_\_\_  
REBECCA PLOTECHER, Supervisor

ATTEST:

BY: \_\_\_\_\_  
Rick J. Goeckner, MMC  
Interim Town Clerk



STATE OF WISCONSIN

TOWN OF LISBON

WAUKESHA COUNTY

**RESOLUTION 08-20**

---

**RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$1,540,000 TAXABLE  
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020B**

---

**WHEREAS** the Town of Lisbon, Waukesha County, Wisconsin (the "Town") is presently in need of approximately \$1,540,000 for the public purpose of paying the cost of a well, water distribution system and storm pumping system in Tax Incremental District No. 1;

**WHEREAS** it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes; and

**WHEREAS**, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such notes on a taxable rather than tax-exempt basis;

**NOW, THEREFORE, BE IT RESOLVED that:**

Section 1. Issuance of the Notes. The Town shall issue its Taxable General Obligation Promissory Notes, Series 2020B in an approximate amount of \$1,540,000 (the "Notes") for the purpose above specified.

Section 2. Sale of Notes. The Town Board hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Town Board shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The Town Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be disseminated in such manner and at such times as the Town Clerk may determine and to cause copies of a complete, official Notice of Sale and other pertinent data to be forwarded to interested bidders as the Town Clerk may determine.

Section 4. Official Statement. The Town Clerk shall cause an Official Statement concerning this issue to be prepared by Ehlers. The appropriate Town officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

**PASSED AND ADOPTED** by the Town Board of the Town of Lisbon, Waukesha County,  
Wisconsin this 9<sup>th</sup> day of March, 2020.

TOWN BOARD, TOWN OF LISBON  
WAUKESHA COUNTY, WISCONSIN

BY: \_\_\_\_\_  
JOSEPH OSTERMAN, Chairman

BY: \_\_\_\_\_  
TEDIA GAMIÑO, Supervisor

BY: \_\_\_\_\_  
MARC MOONEN, Supervisor

BY: \_\_\_\_\_  
LINDA BEAL, Supervisor

BY: \_\_\_\_\_  
REBECCA PLOTECHER, Supervisor

ATTEST:  
BY: \_\_\_\_\_  
Rick J. Goeckner, MMC  
Interim Town Clerk





# REQUEST FOR CONSIDERATION

**COMMITTEE CONSIDERATION: Town Board Approval**

**ITEM DESCRIPTION: 2020 Seasonal Portable Restroom Facilities**

**PREPARED BY:** Park Superintendent Greiten

**REPORT DATE:** 3/3/2020

**RECOMMENDATION: Award the 2020 Seasonal Contract to Service Sanitation for a total cost of \$670.00 per month for the parks and compost site restroom facility's needs.**

**EXPLANATION:**

**Received three bids for the 2020 seasonal pot-o-let facilities contract.**

1. Arnolds Environmental Services \$108 per regular-unit need 6 units, \$132 per units for ADA compliant, town needs 2 units. Total cost \$ 912.00/per month for 8 units.
2. Service Sanitation \$80.00 per regular units need 6 units, \$95.00 per units for ADA compliant, town needs 2 units. Total cost \$670.00 /per month for 8 units.
3. Port –A-John \$ 72.00 per regular unit need 6 units, \$ 84.00 per ADA compliant, town needs 2 units. Total cost \$ 600.00/per month for 8 units.

**Included in the bids are as follows;**

- 1. Monthly cost of each unit equipped with hand sanitizers.**
- 2. Delivery cost if applied**
- 3. Weekly cleaning dates for units**

**In years past the town has used all three companies for our restroom facility's needs. Given their past track record of servicing our town's needs, stocking of supplies per unit and weekly cleanliness. I would rank these companies in an order as follows:**

1. Service Sanitation had great level of weekly service and came in \$242.00 lower monthly rate than Arnold's. (low level of user complaints of cleanliness and stocking of supplies)
2. Arnolds Environmental Service again great level of weekly service but came in \$242.00 more per month than Service Sanitations. (low user complaints of cleanliness of units and stocking of supplies)
3. Port –A-John had the poorest level of service in the past with skip weekly cleaning and not refilling the hand sanitizers units.(a lot of user complaints over the season with cleanliness and stocking of supplies of the units)

Thank You

Submitted By: John Greiten Park Superintendent