



## CITY OF BARABOO COMMON COUNCIL AGENDA

Council Chambers, 101 South Blvd., Baraboo, Wisconsin

Tuesday, August 13, 2019, 7:00 P.M.

Regular meeting of the Common Council, Mayor Mike Palm presiding.

*Notices sent to Council members:* Wedekind, Kolb, Plautz, Sloan, Petty, Ellington, Alt, Kierzek, and Thurow

*Notices sent to City Staff and Media:* Atty. Truman, Adm. Geick, Clerk Zeman, Finance Director Haggard, City Engineer Pinion, Utility Super. Peterson, Street Super. Gilman, Police Chief Schauf, Parks & Recreation Dir. Hardy, City Treasurer Laux, Fire Chief Kevin Stieve, Library Director Jessica Bergin, CDA Director, the News Republic, WBDL, and 99.7FM

*Notices sent to other interested parties:* Citizen Agenda Group, Media Agenda Group, Elizabeth Williams, Kathleen Cummings, Devil's Lake Bistro, Al. Ringling Brewing, Kwik Trip #657, Baraboo Young Professionals

1. **CALL TO ORDER**

2. **ROLL CALL AND PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF PREVIOUS MINUTES** (*Voice Vote*): July 23, 2019

4. **APPROVAL OF AGENDA** (*Voice Vote*):

5. **COMPLIANCE WITH OPEN MEETING LAW NOTED**

6. **PRESENTATIONS** (*None Scheduled*)

7. **PUBLIC HEARINGS** The Mayor announces that this is the published date and time to hear public comment concerning: (*None Scheduled*)

8. **PUBLIC INVITED TO SPEAK** (*Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.*)

9. **MAYOR'S BUSINESS**

- The Mayor would like to congratulate Police Chief, Mark Schauf on his 20<sup>th</sup> Anniversary with the City of Baraboo. Congratulations Mark!

10. **CONSENT AGENDA** (*Roll Call*)

CA-1...Approve the accounts payable to be paid in the amount of \$\_\_\_\_\_

CA-2...Approve Liquor Licenses for the following:

- Devil's Lake Bistro
- Al Ringling Brewing Co.
- Kwik Trip #657, Change of Agent to Jacob Goeke
- Baraboo Young Professionals, Picnic License for 9-20-2019, "Baraboo Night Market"

CA-3...Approve Operator's License applications for the following:

- Elizabeth Williams
- Kathleen Cummings

CA-4...Approve the following appointments:

- Laura Walczak to Baraboo Economic Development Commission (BEDC) serving until February 28, 2022
- Lori Mueller to Baraboo Economic Development Commission (BEDC) to fill the unexpired term of Greg Manson, serving until February 28, 2022.

- Paul Kelly to Police & Fire Commission to fill the unexpired term of J. Merle Alt, serving until April 30, 2020.

11. **NEW BUSINESS - RESOLUTIONS**

NBR-1... Adoption of a resolution authorizing the Baraboo-Wisconsin Dells Regional Airport Commission to petition the Secretary of Transportation for money for airport improvements.

NBR-2... Approve updates to the Employee Personnel Policy and Procedure Handbook.

NBR-3... Approve transfer of the 2014 Ford F-150 pick-up truck from Police Department to Fire Department.

NBR-4... Approve the Standard Form of Agreement between the City and MSA Professional Services & CR Architecture + Design for the Fire & EMS Building project for a contract price not to exceed \$725,000.

NBR-5... Approve agreement between the City and the WPPA for a period of January 1, 2020 through December 30, 2022.

12. **NEW BUSINESS – ORDINANCES**

NBO-1... Amend §9.08(2) of the Baraboo Municipal Code Regulating Animal Waste.

NBO-2... Create ordinance regulating the use of the City’s yard waste and compost site, and update the City’s current ordinance regarding illegal dumping.

13. **COMMITTEE OF THE WHOLE**

- Discussion of Council goals & priorities.
  - City Administrator Memo, Summary & Goals
  - Swimming Pool Memo with site options

14. **ADMINISTRATOR AND COUNCIL COMMENTS** *(Comments are limited to recognition of City residents and employees, memorials, and non-political community events. Discussion of matters related to governmental business is prohibited.)*

15. **REPORTS, PETITIONS, AND CORRESPONDENCE** - The City acknowledges receipt and distribution of the following:

- **Reports:** July 2019 Building Inspection
- **Minutes from the Following Meetings:**

**Copies of these meeting minutes are included in your packet:**

Finance/Personnel	7-23-19	Ambulance	10-24-18, 6-26-19
Plan	7-16-19	Board of Review	7-30-19

**Copies of these meeting minutes are on file in the Clerk's office:**

Pink Lady Rail Comm.	4-2-19	CDA	7-2-19
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- **Petitions and Correspondence Being Referred:** None

16. **CLOSED SESSION** – The Mayor will announce that the Council will go into Closed Session according to: §19.85(1)(e), Wis. Stat., for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (re: the City’s current agreement with BDAS).

17. **OPEN SESSION** – The Mayor announces that the Council will return to Open Session as per §19.85(2), Wis. Stat., to address any business that may be the result of discussions conducted in Closed Session.

18. **ADJOURNMENT** *(Voice Vote)*

Brenda Zeman, City Clerk

For more information about the City of Baraboo, visit our website at [www.cityofbaraboo.com](http://www.cityofbaraboo.com)

## August 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>
	Park & Rec	Finance Council		UW Campus		
<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>
	SCDC PFC	Plan Library	BID	Emergency Mgt.		
<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>
	Public Safety	Finance Council	Ambulance	Public Arts		

**PLEASE TAKE NOTICE** - Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format should contact the City Clerk at 101 South Blvd., Baraboo, WI or phone (608) 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

Agenda jointly prepared by D. Munz and B. Zeman

Agenda posted on 08/09/2019

**Council Chambers, Municipal Building, Baraboo, Wisconsin**  
**Tuesday, July 23, 2019 – 7:00 p.m.**

Mayor Palm called the regular meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Plautz, Sloan, Petty, Ellington, Alt, Kierzek, Thurow

Council Members Absent:

Others Present: Chief Schauf, Clerk Zeman, Adm. Geick, Atty. Truman, T. Pinion, members of the press and others.

The Pledge of Allegiance was given.

Moved by Wedekind, seconded by Plautz to amend the minutes of July 9th, 2019, Resolution No. 1953 to show Ald. Kolb as having voting against the resolution and approve the minutes of July 10<sup>th</sup>, 2019. Motion carried unanimously.

Moved by Ellington, seconded by Alt to amend the agenda calendar moving the Administrative Committee meeting to August 8, 2019. Motion carried unanimously.

**Compliance with the Open Meeting Law was noted.**

**PRESENTATIONS** – None.

**PUBLIC HEARING** – The Mayor announced that this is the published date and time to hear public comment concerning:

- The vacation of that portion of the unimproved Monroe Avenue right-of-way between Amundson Drive and Birch Street.

Donald E Topham, 108 Monroe Street, Baraboo is in favor of vacating this portion of Monroe Avenue but did not wish to speak.

Ashley Zirzow, 1707 Amundson Drive, Baraboo is in favor of vacating this portion of Monroe Avenue but did not wish to speak.

Daniel S. Gunderson, 521 14<sup>th</sup> Avenue, Baraboo attended on behalf of his parents, Ruth & Chuck Gunderson at 1801 Amundson and they are in favor of vacating this portion of Monroe Avenue but did not wish to speak.

No one spoke and the Mayor closed the public hearing.

**PUBLIC INVITED TO SPEAK** – None.

**MAYOR'S BUSINESS**

- The Mayor proclaimed the Month of August 2019 as Children's Vision and Learning Month.
- The Board of Review will meet on Tuesday, July 30<sup>th</sup> at 1:00pm

**CONSENT AGENDA**

**Resolution No. 19-55**

THAT the Accounts Payable, in the amount of \$ 387,713.87 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

**Resolution No. 19-56**

THAT the following budget amendments are authorized:

- 2nd Quarter, 2019 City-Wide Budget Amendments for \$85,434

**City of Baraboo  
2019 2nd Quarter Budget Amendments  
Supplemental Budget**

**UW Campus**

Department	Account Number	Account Name	Original Budget	Change	Amended Budget
UW Campus	800-80-49300-000	Fund Balance Applied	-	(11,825)	(11,825)
UW Campus	800-80-55600-260-000	Repair & Maint Serv-Buildings	74,000	11,825	85,825

*Apply fund balance for roof repair over budget*

**UW Campus**

UW Campus	800-80-48500-000	Donations and Contributions	-	(3,100)	(3,100)
UW Campus	800-80-55600-280-000	Repair & Maint Serv-Facilities	3,000	3,100	6,100

*Create budget for UW Moraine Prairie Project*

**TIF VI**

General Government	360-10-49300-000	Fund Balance Applied	-	(1,369)	(1,369)
Independent Auditing	360-11-51510-215-000	Professional Services	700	1,369	2,069

*To apply fund balance for compliance audit*

**Taxi Grant**

Finance	230-11-43530-610	Taxi Grant - Federal	(169,670)	(1,768)	(171,438)
Finance	230-11-43530-620	Taxi Grant - State	(91,360)	(2,947)	(94,307)
Finance	230-11-46399-000	Taxi Fares	(266,000)	(4,000)	(270,000)
Taxi Transportation	230-11-53500-290-999	Contra (Package Delivery)	-	(150)	(150)
Taxi Transportation	230-11-53500-290-000	Other Contracted Services	524,000	8,865	532,865

*To account for additional Funds from DOT for Taxi Operating*

**General Fund**

Street Department	100-31-48300-000	Sale of Assets	-	(20,500)	(20,500)
Street Maintenance	100-31-53300-376-000	Crack Filler	10,000	20,500	30,500

*To use proceeds from crackfill to buy additional*

**General Fund**

Parks	100-52-46810-000	Timber Sales	(732)	(3,330)	(4,062)
ROW - Trees	100-52-53370-377-000	Trees, Seed, Sod	1,772	3,330	5,102

*To use proceeds from timber sales for ROW-trees*

**General Fund**

General Government	100-10-49300-000	Fund Balance Applied	(825,608)	(1,792)	(827,400)
PS/Admin Building	100-11-51640-260-000	Repair & Maint Serv-Buildings	20,262	1,792	22,054

*To apply fund balance for window washing*

**Park Segregated**

Parks	870-52-49300-000	Fund Balance Applied	(62,639)	(3,709)	(66,348)
Parks	870-52-55200-822-000	Building Improvements	-	3,709	3,709

*Appropriate fund balance for meg lock system*

**City Admin Building Fund**

CDA Ordinary Maint	982-67-44000-899-000	Contra-Contributed Capital	-	(5,356)	(5,356)
CDA Ordinary Maint	982-67-44000-392-000	Small Equipment	-	5,356	5,356

*To create budget for Display Case at City Hall*

**General Fund**

Fire	100-21-48500-400	Donations - Designated	-	(3,818)	(3,818)
Fire Protection	100-21-52200-346-400	Uniforms - Designated	3,216	3,818	7,034

*To appropriate funds from donations fund reserve for uniforms*

**General Fund**

General Government	100-10-49300-000	Fund Balance Applied	(824,630)	(2,770)	(827,400)
PS/Admin Building	100-11-51640-260-000	Repair & Maint Serv-Buildings	19,284	2,770	22,054

*To approp-HVAC maint support-Universal Systems*

**General Fund**

City Administrator	100-14-49300-000	Fund Balance Applied	(2,500)	(19,000)	(21,500)
Administration	100-14-51400-215-000	Professional Services	3,240	19,000	22,240

*To approp General Fund Balance for Administrator recruitment*

**City of Baraboo  
2019 2nd Quarter Budget Amendments  
Budgetary Transfers**

**General Fund**

Department	Account Number	Account Name	Original Budget	Change	Amended Budget
PS/Admin Building	100-11-51640-392-000	Small Equipment Purchase	600	(600)	-
PS/Admin Building	100-11-51640-350-000	Repair & Maint Materials	500	600	1,100

*To transfer funds for Menards supplies*

**General Fund**

Fire Protection	100-21-52200-240-000	Repair & Maint Service-Vehicle	9,000	(198)	8,802
Fire Protection	100-21-52200-341-000	Tires	-	198	198

*To transfer funds for UTV trailer tires*

**General Fund**

PS/Admin Building	100-11-51640-340-000	Operating Supplies	6,000	(736)	5,264
PS/Admin Building	100-11-51640-220-000	Telephone	1,300	736	2,036

*To transfer funds for Cale's Cell Phone*

**Donahue Terrace**

CDA Ordinary Maint	980-67-44000-350-000	Repair & Maint Materials	21,500	(10,000)	11,500
CDA Administration	981-67-41000-390-000	Other Supplies & Expense	800	(600)	200
CDA Administration	986-67-41000-390-000	Other Supplies & Expense	5,000	(1,000)	4,000
CDA Ordinary Maint	980-67-44000-260-000	Repair & Maint Serv-Buildings	14,000	10,000	24,000
CDA Administration	981-67-41000-219-000	Accounting Services	1,000	600	1,600
CDA Administration	986-67-41000-215-000	Professional Services	250	1,000	1,250

*To transfer budget to outside services*

**General Fund**

Forestry	100-52-56110-340-000	Operating Supplies	800	(211)	589
Forestry	100-52-56110-320-000	Publications. Training. Dues	700	211	911

*To transfer for Hess membership to ISA*

**General Fund**

Parks	100-52-55200-350-000	Repair & Maint Materials	5,000	(50)	4,950
Parks	100-52-55200-321-000	License & Fees	39	50	89

*To transfer for Civic Center boiler permit*

**General Fund**

Parks	100-52-55200-320-000	Publications. Training. Dues	1,595	(100)	1,495
Parks	100-52-55200-330-000	Travel	-	100	100

*To transfer for Hardy mileage*

**General Fund**

Zoo	100-52-55410-320-000	Publications. Training. Dues	1,200	(70)	1,130
Zoo	100-52-55410-321-000	License & Fees	820	70	890

*To transfer for Zoo concession license*

**General Fund**

Recreation	100-53-55300-340-000	Operating Supplies	110	(50)	60
Recreation	100-53-55300-340-161	Operating - Adult Game Night	-	50	50

*To transfer for board game night snacks*

**General Fund**

Library	100-51-55110-120-000	Wages	305,160	(8,100)	297,060
Library	100-51-55110-260-000	Repair & Maint Serv-Buildings	14,175	8,100	22,275

*To transfer for cleaning services contract*

**Library Building Fund**

Library	851-51-55110-215-000	Professional Services	650,000	(2,845)	647,155
Library	851-51-55110-340-000	Operating Supplies	500	2,845	3,345

*To transfer for PR 2019 building expansion*

**Airport**

Airport	630-35-53510-260-000	Repair & Maint Serv-Buildings	3,500	(2,627)	873
Airport	630-35-53510-250-000	Repair & Maint Serv-Equipment	7,000	2,627	9,627

*To transfer for mower repair & maintenance*

**General Fund**

Administration	100-14-51400-320-000	Publications. Training. Dues	4,700	(240)	4,460
Administration	100-14-51400-215-000	Professional Services	22,000	240	22,240

*To transfer for Mueller Communications*

**General Fund**

Police Department	100-20-52110-392-000	Small Equipment Purchase	16,000	(1,600)	14,400
Police Department	100-20-52110-215-000	Professional Services	3,000	1,600	4,600

*To transfer for prof services - new employees*

**General Fund**

Machinery & Equipment	100-31-53240-348-000	Gas. Diesel. Oil. Grease	15,000	(2,000)	13,000
Snow & Ice	100-31-53350-348-000	Gas. Diesel. Oil. Grease	19,000	2,000	21,000

*To transfer for stock oils/lubricants*

**Stormwater Utility**

Sewer Mains Maintenance	950-36-83100-236-000	Repair & Maint Serv -Mains	46,500	(18,000)	28,500
Sewer Street Cleaning	950-36-81000-250-000	Repair & Maint Serv-Equipment	7,000	18,000	25,000

*To transfer for Stormwater Sweeper*

**General Fund**

Records & Support	100-20-52130-392-000	Small Equipment Purchase	1,500	(450)	1,050
Records & Support	100-20-52130-250-000	Repair & Maint Serv-Equipment	33,000	450	33,450

*To transfer for purchase of Records Archival software*

**General Fund**

ROW - Trees	100-52-53370-530-000	Rents and Leases	24,000	(1,040)	22,960
ROW - Trees	100-52-53370-377-000	Trees, Seed, Sod	4,062	1,040	5,102

*To transfer funds to purchase trees*

**General Fund**

Street Maintenance	100-31-53300-364-000	Signs & Materials	28,625	(152)	28,473
Street Maintenance	100-31-53300-366-000	Barricades & Lights	-	152	152

*To transfer from signs to purchase barricade light*

**General Fund**

Street Lighting Mapping & Engineering Support	100-31-53420-270-000	Special Services	23,000	(500)	22,500
Engineering Support	100-30-53100-215-000	Professional Services	3,000	500	3,500

*To transfer for 5th & Oak Stop Sign Study*

**General Fund**

Zoo	100-52-55410-814-000	Equipment Purchases	11,500	(470)	11,030
Zoo	100-52-55410-392-000	Small Equipment Purchase	-	470	470

*To transfer for new leaf blower*

**General Fund**

Forestry	100-52-56110-392-000	Small Equipment Purchase	900	(260)	640
Forestry	100-52-56110-215-000	Professional Services	10,500	260	10,760

*To transfer for EAB Tree Treatments*

**Utilities**

**2nd Quarter Budget Amendments**

**Budgetary Transfers**

**Sewer Utility**

Department	Account Number	Account Name	Original Budget	Change	Amended Budget
Sewer Headworks Operating Exp.	960-36-82200-250-000	Repair & Maint Serv-Equipment	4,000.00	(600.00)	3,400.00
Sewer Sludge Transportation Ex	960-36-82810-348-000	Gas. Diesel. Oil. Grease	3,960.00	(500.00)	3,460.00
Sewer Mains Maintenance	960-36-83100-236-000	Repair & Maint Serv -Mains	89,872.00	(3,950.00)	85,922.00
Sewer Plant Maint	960-36-83400-260-000	Repair & Maint Serv-Buildings	3,475.00	(1,000.00)	2,475.00
Sewer Headworks Operating Exp.	960-36-82200-222-000	Electricity	550.00	600.00	1,150.00
Sewer Sludge	960-36-82810-240-000	Repair & Maint Service-	1,000.00	1,200.00	2,200.00

Transportation Ex		Vehicle			
Sewer Sludge Maint	960-36-83300-260-000	Repair & Maint Serv-Buildings	1,000.00	750.00	1,750.00
Sewer Plant Maint	960-36-83400-250-000	Repair & Maint Serv-Equipment	6,500.00	3,500.00	10,000.00
<i>Transfer funds to cover budget overages</i>					

**Water Utility**

Water Taxes	970-37-40800-580-100	Util-Tax to Muni	319,990.00	(2,600.00)	317,390.00
Water Meter Expense	970-37-66300-340-000	Operating Supplies	600.00	(295.00)	305.00
WA Trans & Dist-Misc Labor/Exp	970-37-66500-340-000	Operating Supplies	5,000.00	(1,425.00)	3,575.00
Water Office Supplies/Expenses	970-37-92100-320-000	Publications. Training. Dues	500.00	(150.00)	350.00
Water Meter Expense	970-37-66300-217-000	Testing & Lab Expense	1,000.00	225.00	1,225.00
Water Meter Expense	970-37-66300-343-000	Postage	110.00	70.00	180.00
WA Trans & Dist-Misc Labor/Exp	970-37-66500-392-000	Small Equipment Purchase	1,500.00	3,425.00	4,925.00
Wat Employee Pensions/Benefits	970-37-92600-320-000	Publications. Training. Dues	2,250.00	750.00	3,000.00
<i>Transfer funds to cover budget overages</i>					

**Resolution No. 19-57**

THAT, Pamela Roland be appointed to the Library Board serving until June 30, 2022.

Moved by Kolb, seconded by Petty and carried that the Consent Agenda be approved-9 ayes.

**NEW BUSINESS**

**Resolutions:**

**Resolution No. 19-58**

A Resolution vacating that portion of the unimproved Monroe Avenue right-of-way between Amundson Drive and Birch Street.

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

Whereas, the City received a petition from all the abutting landowners requesting that the vacation of this block of Monroe Avenue;

And whereas, a Class III Notice was published in the Baraboo News Republic giving notice of the fact that the Common Council would consider the vacation of Quarry Street at its July 23, 2019 meeting, and that the public was invited to advise the Council as to their concerns regarding this matter;

And whereas, notice was served upon the land owners with property abutting this block of Monroe Ave as required by §66.1003(4)(b), Stats.;

And whereas, no one has filed an objection to the vacation of Monroe Avenue in accordance with §66.1003(4)(d), Stats;

Now therefore, based upon the above, IT IS HEREBY RESOLVED by the Common Council of the City of Baraboo that the unimproved Monroe Avenue right-of-way between Amundson Drive and Birch Street is hereby vacated.

Further, that the vacated land shall be equally divided between the owners of land on each side of the vacated right-of-way pursuant to §66.1005 Stats.

Moved by Petty, seconded by Wedekind and carried that **Resolution No. 19-57** be approved- 9 ayes.

### **2<sup>ND</sup> READING ORDINANCES**

Moved by Sloan, seconded by Kolb and carried unanimously to approve the 2<sup>nd</sup> reading of **Ordinance No. 2523** amending §17.18(4)(a) and the Zoning District Map rezoning tax parcel 206-0370- 00000 from R-1A Single Family Residential to R-3 One- to Four-Family Residential.

Moved by Sloan, seconded by Petty and carried unanimously to approve the 2<sup>nd</sup> reading of **Ordinance No. 2524** amending §12.02, Intoxicating Liquor and Fermented Malt Beverages, to include placing restrictions and conditions on the “click and collect” sale of alcohol and to bring this section into compliance with Chapter 125, Wisconsin Statute.

Moved by Ellington, seconded by Alt and carried unanimously to approve the 2<sup>nd</sup> reading of **Ordinance No. 2525** amending §1.60, Public Record Retention Schedule, to adopt the State approved Municipal Record Schedule.

Moved by Wedekind, seconded by Kolb and carried unanimously to approve the 2<sup>nd</sup> reading of **Ordinance No. 2526** creating regulations for Pet Stores in Chapter 12 of the City Ordinances.

**ADMINISTRATOR AND COUNCIL COMMENTS** – None.

**REPORTS, PETITIONS, AND CORRESPONDENCE** - The City officially acknowledges receipt and distribution of the following:

- **Reports:**
  - June 2019 – Treasurer, Fire Department
  - 2<sup>nd</sup> Qtr. 2019 Taxi Financial Statement
  - 2<sup>nd</sup> Qtr. 2019 Financial Statement
  
- **Minutes from the Following Meeting:**

**Finance/Personnel Committee – Dennis Thurow Committee Room, #205**

**July 9, 2019**

**Members Present:** Petty, Thurow, Sloan

**Absent:**

**Others Present:** Mayor Palm, Adm. Geick, E. Truman, B. Zeman, C. Haggard, T. Pinion

**Call to Order** –Ald. Petty called the meeting to order at 6:15 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to approve the minutes of June 25, 2019 and carried unanimously. Moved by Sloan, seconded by Thurow to approve the agenda. Motion carried unanimously.

### **Action Items**

- a) **Accounts Payable** – Moved by Sloan seconded by Thurow to recommend to Council for approval of the accounts payable for **\$488,235.82**. Motion carried unanimously.
- b) **Revise the City’s Naming & Donation Policy** – Atty. Truman noted that the only change made to the current policy will allow for property to be named after a living individual. Moved by Sloan, seconded by Thurow to recommend to Council for approval. Motion carried unanimously.
- c) **Approve the Engineer Technician Position, Job Description and Setting a Grade** – T. Pinion explained that a very good candidate was offered this position and has accepted. This individual is a licensed professional engineer and more capable of doing some of the additional duties over and above an Engineer Tech. This position will require a 4

year degree; some additional duties relating to construction of the City's Public Works projects as well as a fair amount of responsibility with the reporting and record keeping of the Stormwater Utility. A job description was submitted to GovHR and they determined this position to be a Grade 9. Moved by Sloan, seconded by Thurow to recommend to Council for approval. Motion carried unanimously.

#### Informational Items

- a) City Attorney's report on insurance claims – None.
- b) Disclosure from Jordan LaMasney, Paid-per-Call Firefighter

**Adjournment** – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:26pm.

#### Minutes of the Public Safety Committee Meeting

**June 10, 2019**

**Members Present:** Phil Wedekind, Tom Kolb, and Mike Plautz. **Others Present:** Tom Pinion, Administrator Geick, Police Chief Mark Schauf, Fire Chief Kevin Stieve, Mark Willer, and Tony Gilman.

**Call to Order** - Committee Chairman Phil Wedekind called the meeting to order at 1:00 P.M. at Baraboo City Service Center. Compliance with the Open Meeting Law was noted. It was moved by Kolb, seconded by Plautz to approve the agenda as posted. Motion carried unanimously. It was moved by Plautz, seconded by Kolb to approve the minutes of the April 29, 2019 meeting. Motion carried unanimously.

#### New Business

- a. Review proposed location and width of new sidewalk on the east side of the 1700 Block of Elizabeth Street between 15<sup>th</sup> and 16<sup>th</sup> Streets – Pinion said that this is in conjunction with notifying citizens of the City's intent to levy special assessments for public improvements. He said all property owners has asked for a little leeway to way the sidewalk is located relative to the curb line and narrowed up to 4-feet which is consistent with everything south. After a brief discussion, it was moved by Kolb that 4-foot sidewalks be installed on the east side of the 1700 Block of Elizabeth Street between 15<sup>th</sup> and 16<sup>th</sup> Streets. Plautz seconded the motion. Motion carried unanimously.
- b. Review proposed new sidewalk on the northeast side of Lake Street between South Street and Cherry Lane – Pinion presented this subject to the Committee via overhead video. After a brief discussion, it was moved by Kolb, seconded by Plautz that no sidewalk would be installed on the northeast side of Lake Street, between South Street and Cherry Lane. Motion carried unanimously.
- c. Review options to install storm sewer along the alley between Elizabeth and Camp Streets, from 2<sup>nd</sup> Street to 4<sup>th</sup> Street, to a public alley right-of-way and discuss the scope of a future alley reconstruction project – Pinion presented the background to the Committee. He said Option 1 provides a solution in the new alley right-of-way. Option 2 would require a drainage easement from at least a couple of the property owners. He said that given the topography and the elevation of the existing storm sewers around the perimeter of this block, the opportunity to design and construct a conventional storm sewer is limited; however, in the spirit of something is better than nothing is. He that the existing situation can be improved with the installation of small diameter perforated drainage tile with an area drain at the existing low points, as opposed to storm sewer with traditional catch basins or inlets. Pinion said that the cost of both options is approximately the same at \$21,500. Kolb asked from an Engineering standpoint, which option was the most effective to keep the area drained. Pinion said that it would be a horse apiece; he said the one from the south with the 12" concrete pipe is going to have a longer life expectancy than plastic perforated pipe. It was felt that the stormwater utility should pay for the expense. Pinion said that he would investigate monies available, if the project cannot be done this year, it will be scheduled for next year. It was stated that property owners would be notified that this work would be proposed in 2020.
- d. Review proposed alley reconstruction projects for 2019 – Pinion presented the list of the proposed alleys to be reconstructed this year to the Committee, with the PASER Rating of existing surface. He said that since the need exceeds the available funding, he is asking the Committee to prioritize the alleys. Pinion said that there is enough money to do at least three alleys, if the money was stretched and time permitted, possibility a fourth. After a brief discussion the Committee prioritized the alleys as follows:
  1. Sumac Ct., Lake Street east +/- 300 feet (cost shared with Deppe).
  2. Between 7<sup>th</sup> & 8<sup>th</sup> Streets, East to Barker Street (westerly 1/3).
  3. Between 12<sup>th</sup> & 13<sup>th</sup> Streets, Warren to Barker (2 patches).
  4. Between 5<sup>th</sup> & 6<sup>th</sup> Streets, Center to West (2 patches) (Big Tree).
  5. Between 5<sup>th</sup> & 6<sup>th</sup> Street, Wheeler to Camp.
  6. Between 4<sup>th</sup> & 5<sup>th</sup> Avenue, Broadway to Birch (Library Alley).
- e. Review Sauk County's All Hazard Mitigation Plan 2019-2024 – Chief Stieve presented the background to the Committee. He said that this plan outlines the demographics, the economic background information from all of Sauk County. He said that the Emergency Management Committee has recommended the City adopt this plan. It was moved by

Kolb, seconded by Plautz to recommend the approval of Sauk County's All Hazard Mitigation Plan 2019-2024 as presented. Motion carried unanimously.

- f. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for April and May 2019  
– It was moved by Kolb, seconded by Plautz to approve the monthly Billing Adjustments/Credit for Sewer and Water Customers for April and May, 2019 as presented. Motion carried unanimously.

#### **Informational Items**

- a. Possible revisions to Solid Waste & Recycling Provisions in Chapter 11 of the General Code of Ordinance – Gilman presented the background on this request. He said that going through the ordinance, changes are being brought forth are due to the changes being made by Waste Management is changing how the City can dispose of their waste there. One instance is that Waste Management no longer allows any plastic bags in recycling. He said Waste Management is becoming with the City that if we continue to allow recycling in plastic bags that they will start refusing loads and consider it waste, which will cost more. Gilman felt that cart sizing should also be looked at, and the availability of carts. He said he is proposing that the primary cart size is 96-gallon. There was a brief discussion regarding utility creation. Gilman pointed out that there is a lot of new proposed language regrading to yard waste, leaves, and brush.

#### **Reports**

- a. Utility Superintendent's Report – Peterson said the department is in the process of flushing hydrants. He said the last of the bio-solids was just hauled out. Cleaning sewers are ending. He said that they are now getting ready for the open house.
- b. Street Superintendent's Report – Gilman said that the department has been busy with street sweeping, both streets and alleys. The department has also been very busy crack filling, and filling potholes.
- c. Police Chief's Report – Chief Schauf has been busy with gearing up for the circus parade, fireworks, and the fair. He said that the department is short one Community Service Officer. He said that two recent hires are relatively seasoned veterans. He said one of the big purchases from the budget this year was new records management software.
- d. Fire Chief's Report – Chief Stieve introduced Mark Willer, the new Assistant Chief, in charge of training. Willer started on May 29, 2019. Stieve said that he would be working on a progress report for the Operations Study. Stieve said that he had made connection with someone from Wisconsin Emergency Management and they looked at using the Air National Guard unit out of West Bend, with possibly helping with rescues at Devil's Lake. He said that someone is coming to Devil's Lake on Friday for a meeting regarding this. Stieve gave update on High School Training, and also call times.

**AJOURNMENT** – It was moved by Kolb, seconded by Plautz to adjourn at 2:10 p.m. Motion carried.

#### **Administrative Committee**

**July 1, 2019**

Present: Alderpersons John Alt, John Ellington and Heather Kierzek  
Absent: -  
Also Present: Police Chief, Mark Schauf, City Attorney, Emily Truman, and City Clerk, Brenda Zeman  
Citizen Present: Kevin Edwards, Wal-Mart Asst. Manager for Online Program

The meeting was called to order by Chairman John Alt at 8:00AM CDT., with roll call and noting compliance with the Open Meetings Law.

Moved by Ellington to approve the minutes of May 6, 2019, seconded by Kierzek and unanimously carried.

Motion by Kierzek to approve agenda, seconded by Ellington and unanimously carried.

#### **Action Items:**

- a) Review and recommendation to the Council to amend the City Code regulating licensing of intoxicating liquor and fermented malt under §12.02 to include placing restrictions and conditions on the "click and collect" sale of alcohol and to include bringing the section into compliance with Chapter 125.

Atty. Truman explained that she has updated §12.02, to comply with State laws. This includes amending the City Code regarding the issuing of both Liquor Licenses and Operator's Licenses. Per State Statutes, a governing body must approve these licenses. Because of these changes, the City Clerk will forward the applicant information to the Administrative Committee, who will then make recommendations to the City Council. Atty. Truman has added to the City Code restrictions and conditions on the "click and collect" sales, which allows for the online sale of liquor. Kevin Edwards, representing Wal-Mart, confirmed that there will be designated parking stalls for pickup and that ID's will be checked at the point of sale. Chief Schauf notes that the person selling the liquor will have to be at least 18 years of age and either under the supervision of a licensed operator or a licensed operator themselves. Chief Schauf feels that while there may be some minor bumps along the way, this is definitely the future and there are definitely some positives to this as long as we are doing it within the scope of the game. Ald. Kierzek questioned if there was a limit to the amount of liquor that can be sold. Atty. Truman noted that at this time, there are no limits. Chief Schauf noted that in addition to the required photo, Wal-Mart has increased their surveillance to cover the pickup area. Ald. Ellington recommends changing the time for Section 12M(g) from 2:00pm to 4:00pm to be consistent. The Committee agrees with the time change and

understands that this can be revisited at any time should there be any issues. Ald. Ellington questioned the closing time and Chief Schauf explained that this applies only to online orders. Liquor sales can still be made inside the store between the hours of 8:00pm and 9:00pm for Liquor and 8:00pm and Midnight for Fermented Malt Beverages.

Motion to recommend the Council consider an updated resolution by Ellington, seconded by Kierzek and unanimously carried.

b) Review and recommendation to Council the amendment of ordinance § 1.60, Public Record Retention Schedule.

Atty. Truman noted that a resolution was passed in November 2018 authorizing the City to apply to adopt the State Historical Society's Public Record Retention Schedule. Because the Public Records Board and State Historical Society has acknowledged our request to adopt this schedule, we now need to adopt the retention schedule.

Motion to recommend on to Council an ordinance adopting the Public Record Retention Schedule by Ellington, seconded by Kierzek and unanimously carried.

c) Consider application from Maday Lange, 515 4<sup>th</sup> Avenue, for keeping chickens.

City Clerk B. Zeman noted that an email was received from Maday Lange withdrawing her application for chickens. No action taken.

**Informational Items**

a) Atty. Truman presented the Councilmember Training: Council Handbook to the Committee.

b) The next meeting will be August 5, 2019 at 8:00AM CDT. Meeting location will be 101 South Boulevard.

Moved by Ellington to adjourn, seconded by Kierzek and unanimously carried. Meeting adjourned at 9:12AM CDT.

• **Copies of these meeting minutes are on file in the Clerk's office:**

Library	5-14-19	Police & Fire Comm.	6-17-19
Park & Recreation	6-10-19	CDA	7-2-19
Plan Commission	6-18-19	UW Campus	6-20-19
TID Jt. Review	7-11-19		

• **Petitions and Correspondence Being Referred:** None.

**CLOSED SESSION**

Moved by Wedekind, seconded by Kolb to go into Closed Session as per §19.85(1)(g), Wis. Stat., to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (Council to consider annual performance evaluation of City Administrator Ed Geick)

Council Members Present: Wedekind, Kolb, Plautz, Sloan, Petty, Ellington, Alt, Kierzek, Thurow

Council Members Absent:

Others Present: Att. Truman, Mayor Palm, Clerk Zeman

**OPEN SESSION**

Moved by Kolb, seconded by Ellington and carried on a unanimous roll call vote to return to Open Session as per WI Stats 19.85(2) to address any business that may be the result of deliberations made in Closed Session.

Moved by Petty, seconded by Kolb to approve a 5% pay increase for the City Administrator and a performance bonus of \$15,000 to be paid upon his retirement.

**ADJOURNMENT**

Moved by Ellington, seconded by Wedekind, and carried on voice vote, that the meeting adjourn at 7:21pm.

Brenda Zeman, City Clerk

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RESOLUTION NO. 2019 -

Dated: August 13, 2019

The City of Baraboo, Wisconsin

<i>Background:</i>
<b>Fiscal Note: (Check one) [ ] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted</b>
<i>Comments</i>

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Accounts Payable, in the amount of \$ \_\_\_\_\_ as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Offered By: Consent

Approved by Mayor: \_\_\_\_\_

Motion:

Certified by City Clerk: \_\_\_\_\_

Second:

The City of Baraboo, Wisconsin

Background: In order to be in full compliance with State Law, the City recently amended Chapter 12, Intoxicating Liquor and Fermented Malt Beverages. Because of this change, the Administrative Committee is now required to review all Liquor License applications and make a recommendation to Council.

Liquor License applications are reviewed by the Police Department, the Fire Inspector, and Zoning.

All Liquor Licenses will expire June 30, 2020 with the exception of the Picnic License. A Picnic License, also known as a Temporary Beer and/or Wine License, is typically issued for a one-day event.

The Liquor Licenses listed below were recommended to Council for approval at the August 8<sup>th</sup>, 2019 Administrative Committee meeting.

Fiscal Note: (check one) [X] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the City Clerk be authorized to issue the following Liquor Licenses:

- Devil’s Lake Bistro, Blass “B” Fermented Malt Beverage & “Class C” Wine
• Al. Ringling Brewing Co., Reserve “Class B” Liquor & Class “B” Fermented Malt Beverage
• Kwik Trip #657, Change of Agent to Jacob Goeke
• Baraboo Young Professionals, Picnic License for 9-20-2019 and 12-20-2019, “Baraboo Night Market”

Offered by: Administrative Comm. Approved by Mayor: \_\_\_\_\_

Motion:

Second: Certified by Clerk: \_\_\_\_\_

# Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 07/01/2019 ending: 6/30/2020  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the:  Town of Baraboo  
 Village of Baraboo  
 City of Baraboo

County of Sauk Co Aldermanic Dist. No. \_\_\_\_\_  
(if required by ordinance)

Check one:  Individual  Limited Liability Company  
 Partnership  Corporation/Nonprofit Organization

Complete A or B. All must complete C.

### A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
			CITY OF BARABOO

### B. LLC or Corporation (and Agent):

Full legal Name of Corporation / Nonprofit Organization / Limited Liability Company: Devil's Lake Bistro  
 Address of Corporation / Limited Liability Company (if different from licensed premises): 106 4th Avenue Baraboo

All corporations, organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. 01 539 13

Agent Last Name: Powell (First): Rebecca (Middle Name): M Home Address: Baraboo WI

### All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Powell</u>	<u>Rebecca</u>	<u>M</u>	<u>"</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

### C. Business Information

1. Trade Name: Devil's Lake Bistro Business Phone Number: 414-698-5060  
 2. Address of Premises: 106 4th Ave Post Office & Zip Code: Baraboo 53913  
 3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes  No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

main Bistro / Speakeasy LL  
upper level and outside per ordinance.

Applicant's Wisconsin Seller's Permit Number	
FEE Number	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 100.00
<input checked="" type="checkbox"/> Class C wine	\$ 105.00
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ PAID
<b>TOTAL FEE</b>	<b>\$ 235.00</b>

JUN 28 2019 4:15pm

5. Legal description (omit if street address is given on previous page): \_\_\_\_\_
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** . . . . .  Yes  No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3** . . . . .  Yes  No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** . . . . .  Yes  No
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** . . . . .  Yes  No
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? . . . . .  Yes  No  
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? . . . . .  Yes  No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? . . . . .  Yes  No
12. Does the applicant owe municipal property taxes, assessments, or other fees? . . . . .  Yes  No  
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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

Contact Person's Name (Last, First, M.I.) <i>Towell Rebecca M</i>	Title / Member <i>Chairman</i>	Date <i>6/28/2019</i>
Signature	Phone Number <i>260</i>	Email Address

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <i>6-28-19</i>	Date reported to council / board <i>8-13-2019</i>	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk <i>B. Zeman</i>

# Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning July 1 20 19 ;  
ending June 30 20 20

TO THE GOVERNING BODY of the:  Town of }  
 Village of } Baraboo  
 City of }

County of Sauk Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

Applicant's WI Seller's Permit No.:		FEIN Number:	
<b>LICENSE REQUESTED ▶</b>			
TYPE		FEE	
<input type="checkbox"/> Class A beer		\$	
<input checked="" type="checkbox"/> Class B beer		\$	<u>100</u>
<input type="checkbox"/> Class C wine		\$	
<input type="checkbox"/> Class A liquor		\$	
<input type="checkbox"/> Class A liquor (cider only)		\$	N/A
<input checked="" type="checkbox"/> Class B liquor		\$	<u>500</u>
<input checked="" type="checkbox"/> Reserve Class B liquor		\$	<u>10,000</u>
<input type="checkbox"/> Class B (wine only) winery		\$	
Publication fee		\$	<u>35.00</u>
<b>TOTAL FEE</b>		\$	

**PAID**  
**JUN 14 2019**

**CITY OF BARABOO**  
**3:07 PM**

1. The named  Individual  Partnership  Limited Liability Company  
 Corporation / Nonprofit Organization

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Al. Ringling Brewing Co.

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name (Last, First, M.I.)	Home Address	Post Office & Zip Code
President/Member	President	Colossa, Joe. F.	
Vice President/Member	Vice President	Bare, Jonathan, D.	
Secretary/Member	Secretary	James, Griffin, R.	
Treasurer/Member	Treasurer	Horowitz, Donald, G.	
Agent ▶ <u>Joe Colossa</u>			
Directors/Managers _____			

3. Trade Name ▶ Al. Ringling Brewing Co. Business Phone Number 860-913-4282  
4. Address of Premises ▶ 623 Broadway Post Office & Zip Code ▶ Baraboo, WI 53913

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No  
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No  
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No  
8. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date 8/27/18 of registration.  
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.) (Brewpub w/ State)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) The entire property of 623 Broadway including Mansion, Brewery, Basement, Parking Lot and other outdoor areas.

10. Legal description (omit if street address is given above): SC Main FL 2ND FL JTC

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
(b) If yes, under what name was license issued? Al. Ringling Museum Mansion LLC  
12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]  Yes  No  
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]  Yes  No  
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

[Signature]  
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>6-14-19</u>	Date reported to council / board <u>8-13-19</u>	Date provisional license issued —	Signature of Clerk / Deputy Clerk <u>B. Zuman</u>
Date license granted	Date license issued	License number issued	

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

Submit to municipal clerk.

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

To the governing body of:  Town  Village of Baraboo County of Sauk  
 City

The undersigned duly authorized officer/member/manager of KWIK TRIP, INC.  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Kwik Trip 657  
(Trade Name)

located at 604 8th St., Baraboo, WI 53913

appoints Jacob Goeke  
(Name of Appointed Agent)

(Home Address of Appointed Agent)

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

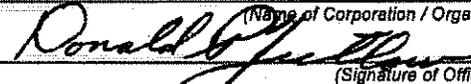
Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? All my life.

Place of residence last year \_\_\_\_\_

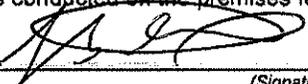
For: KWIK TRIP, INC.  
(Name of Corporation / Organization / Limited Liability Company)

By:   
(Signature of Officer / Member / Manager)

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

### ACCEPTANCE BY AGENT

Jacob T. Goeke, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)  
corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 7/3/19 Agent's age 28  
(Signature of Agent) (Date)

Date of birth \_\_\_\_\_

(Home Address of Agent)

### APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

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

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

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

Application Date: 08/05/2019

City of Baraboo

County of Sauk

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

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

At the premises described below during a special event beginning 09/20/2019 and ending 12/20/2019 and agrees to comply with all laws, resolutions, ordinances and regulation (stat, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box)→
- |                                     |  |                          |                  |                          |               |
|-------------------------------------|--|--------------------------|------------------|--------------------------|---------------|
| <input checked="" type="checkbox"/> | Bona fide Club   | <input type="checkbox"/> | Church           | <input type="checkbox"/> | Lodge/Society |
| <input type="checkbox"/>            | Chamber of Commerce or similar Civic or Trade Organization | <input type="checkbox"/> | Fair Association | <input type="checkbox"/> |               |
| <input type="checkbox"/>            | Veteran's Organization                                     | <input type="checkbox"/> |                  | <input type="checkbox"/> |               |

(a) Name BARABOO YOUNG PROFESSIONALS

(b) Address 402 BROADWAY ST. Baraboo, WI 53913

(c) Date Organized 03/01/2017  City

(d) If corporation, give date of incorporation 01/09/2018

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to §77.54 (7m), Wis. Stats, check this box:

(f) Names and addresses of all officers:  
President MIKE IOHNSEN [REDACTED]

Vice President Ashley Schreiber [REDACTED]

Secretary Nicki Green [REDACTED]

Treasurer Jenni Gavin [REDACTED]

(g) Name and address of manager or person in charge of affair: NICKI GREEN  
[REDACTED]

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

(a) Street Number 4th street, Oak street Baraboo, WI

(b) Outdoor Event Description Night Market (fair on the square-type event)

(c) Do premises occupy all or part of building? no

(d) Describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:  
Fenced in area occupying the actual street - 4th street between Broadway & Oak, Oak street between 3rd & 4th, Oak will be closed to traffic up to the alley between 4th & 5th, 4th will be closed to traffic over to Ash.

3. Name of Event BARABOO NIGHT MARKET

(a) List name of the event BARABOO NIGHT MARKET

(b) Dates of event 09/20/2019 12/20/2019

E-mail address [REDACTED]

#### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

#### PAYMENT OPTIONS: (choose one)

- On line
- US mail
- In person
- City Hall Night Deposit

BARABOO YOUNG PROFESSIONALS  
(Name of Organization)

Nicole Green  
Key: www05067136218e4024005a6470472

Officer: \_\_\_\_\_

(Signature/date)

08/05/2019

Approvers:

The City of Baraboo, Wisconsin

Background: In order to be in full compliance with State Law, the City recently amended Chapter 12, Intoxicating Liquor and Fermented Malt Beverages. Because of this change, the Administrative Committee is now required to review all Operator License applications and make a recommendation to Council.

The Police Department will complete a background check prior to the issuance of all Operators License.

An Operator License, also known as a "Bartender's License", is valid for no more than a 2-year period, expiring on June 30th.

The Operator Licenses listed below were recommended to Council for approval at the August 8th, 2019 Administrative Committee meeting.

Fiscal Note: (check one) [X] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the City Clerk be authorized to issue the following Operator's Licenses:

- Elizabeth Williams, United Cooperative (NEW)
Kathleen Cummings, Balanced Rock Winery (NEW)

Offered by: Administrative Comm. Approved by Mayor: \_\_\_\_\_

Motion:

Second: Certified by Clerk: \_\_\_\_\_

**TAVERN OPERATOR LICENSE APPLICATION**

Allow 15 days for processing.

Fees are non-refundable and non-transferrable.

Application # Operator 20190000154  
**100-10-44120** 07/30/2019

BM

✓ **New License** -- Not previously licensed, or applicant licensed by another Wisconsin municipality within the last 2 years

**Provisional** – This license shall only be issued in order to allow the applicant time to complete a Responsible Beverage Server Training Course. Provisional licenses are only sold in combination with a NEW Operator license.

**APPLICANT INFORMATION:**

Last Name	First Name	Middle Initial	Date of Birth	Male/Female
WILLIAMS	ELIZABETH	P	[REDACTED]	Female
E-Mail	Telephone #		Place of Birth	Driver License #
[REDACTED]	[REDACTED]		Miami, FL	[REDACTED]
Street Address		City, State		Zip
[REDACTED]		Baraboo, WS		53913

- Where will you be employed? United Cooperative
- Employer's Telephone #: 608-356-2703
- Where have you had previous experience as an Operator? \_\_\_\_\_
- Have you lived in Wisconsin for at least 90 consecutive days?  Yes  No  
 (If answer to Q 4 is no, do not file your application until you have satisfied the residency requirement.)
- How long have you continuously resided in Wisconsin? 30 Days In Sauk County? 30 Days
- Have you reviewed the Bartender License Issuance Guidelines, which are attached to this application?  
 Yes  No
- Have you ever been convicted for a violation of any federal laws, state laws of Wisconsin or any other state, as well as any county or municipal violations?  Yes  No

If **Yes** to any portion of this question – you are required to complete the box below. If more room is needed, attach a document listing the items. List everything in your past, even if you think it is not important. Your license can be denied if you provide incomplete or inaccurate information! **See Attached Flowchart.**

Date of Conviction	Location of Charge (City, County)	Type: Felony, Misdemeanor, Ordinance, Other	Penalty Imposed

8. Have you ever been convicted of operating a motor vehicle while under the influence?  Yes  No

If Yes, provide details requested below:

Date of Conviction	State	County

9. Are there any charges presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any Federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipalities?

Yes  No If Yes, indicate in writing, the law or ordinance allegedly violated, trial court, date of alleged offense, description and status of charges. If more room is needed, attach a document listing the items.

Offense Date	Location of Case (City, County)	Court Date	Violation	Description of Charges	Status

13. Have you ever used any other name(s) or alias (es)?  Yes  No

If yes, state full name(s) of alias (es). \_\_\_\_\_

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

I verify that I have read and accept the city of Baraboo Bartender License Issuance Guidelines. (See below)

Total Due \$ 87.00 I will pay: On Line by US Mail  In Person

Applicant:  Date: 07/30/2019

Approvers:  07/31/2019 Comments: n/a

Police Chief  07/31/2019

**TAVERN OPERATOR LICENSE APPLICATION**

Allow 15 days for processing.

Fees are non-refundable and non-transferrable.

Application # Operator 20190000155  
**100-10-44120**

08/02/2019

BM

✓ **New License** -- Not previously licensed, or applicant licensed by another Wisconsin municipality within the last 2 years

**Provisional** – This license shall only be issued in order to allow the applicant time to complete a Responsible Beverage Server Training Course. Provisional licenses are only sold in combination with a NEW Operator license.

**APPLICANT INFORMATION:**

Last Name	First Name	Middle Initial	Date of Birth	Male/Female
CUMMINGS	KATHLEEN		██████████	Female
E-Mail	Telephone #		Place of Birth	Driver License #
██████████	██████████		Baraboo	██████████
Street Address		City, State		Zip
██████████		Baraboo		53913

- Where will you be employed? Balanced Rock Winery
- Employer's Telephone #: 608.448.2958
- Where have you had previous experience as an Operator? Wintergreen Resort, River's Edge, River Walk Pub,
- Have you lived in Wisconsin for at least 90 consecutive days?  Yes  No  
 (If answer to Q 4 is no, do not file your application until you have satisfied the residency requirement.)
- How long have you continuously resided in Wisconsin? 36 years In Sauk County? 3 years
- Have you reviewed the Bartender License Issuance Guidelines, which are attached to this application?  
 Yes  No
- Have you ever been convicted for a violation of any federal laws, state laws of Wisconsin or any other state, as well as any county or municipal violations?  Yes  No

If **Yes** to any portion of this question – you are required to complete the box below. If more room is needed, attach a document listing the items. List everything in your past, even if you think it is not important. Your license can be denied if you provide incomplete or inaccurate information! **See Attached Flowchart.**

Date of Conviction	Location of Charge (City, County)	Type: Felony, Misdemeanor, Ordinance, Other	Penalty Imposed

8. Have you ever been convicted of operating a motor vehicle while under the influence?  Yes  No

If Yes, provide details requested below:

Date of Conviction	State	County

9. Are there any charges presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any Federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipalities?

Yes  No If Yes, indicate in writing, the law or ordinance allegedly violated, trial court, date of alleged offense, description and status of charges. If more room is needed, attach a document listing the items.

Offense Date	Location of Case (City, County)	Court Date	Violation	Description of Charges	Status

13. Have you ever used any other name(s) or alias (es)?  Yes  No

If yes, state full name(s) of alias (es). Katie Cummings

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

I verify that I have read and accept the city of Baraboo Bartender License Issuance Guidelines. (See below)

Total Due \$ \$87.00 I will pay:  On Line  by US Mail  In Person

Applicant:  Date: 08/02/2019

Approvers:  08/05/2019 Comments: n/a

Police Chief  08/05/2019

RESOLUTION NO. 2019 -

Dated: August 13, 2019

**The City of Baraboo, Wisconsin**

<i>Background:</i>
<b>Fiscal Note: (Check one)</b> <input checked="" type="checkbox"/> Not Required <input type="checkbox"/> Budgeted Expenditure <input type="checkbox"/> Not Budgeted
<i>Comments</i>

**Resolved, by the Common Council of the City of Baraboo, confirms the Mayor's appointments as follows:**

THAT, Laura Walczak be appointed to the Baraboo Economic Development Commission (BEDC) serving until February 28, 2022.

THAT, Lori Mueller be appointed to the Baraboo Economic Development Commission (BEDC) to fill the unexpired term of Greg Manson, serving until February 28, 2022.

THAT, Paul Kelly be appointed to Police & Fire Commission (PFC) to fill the unexpired term of J. Merle Alt, serving until April 30, 2020.

**Offered By:** Consent

**Motion:**

**Second:**

**Approved by Mayor:** \_\_\_\_\_

**Certified by City Clerk:** \_\_\_\_\_

The City of Baraboo, Wisconsin

**Background.** The Baraboo-Wisconsin Dells Regional Airport Commission is petitioning the Secretary of Transportation for Airport Improvement for federal and state aid for the following Airport projects:

- Construct relocated fuel farm for an approximate total cost of \$166,667. Anticipated funding sources are Entitlement (federal) of \$150,000, State aid of \$8,333 and the Commission’s contribution of \$8,334.
- Purchase and install entrance road security lights for a total cost of \$80,000. Anticipated funding sources are State aid of \$64,000 plus the Commission’s contribution of \$16,000.

Because the Airport Commission is comprised of two managing members – the City of Baraboo and the Village of Lake Delton – the Commission is required to obtain approval from the respective governing bodies via a ratification of the resolution adopted by the Commission authorizing the Commission to petition for said aid.

**Budgeting Note:**  Not Required  Budgeted Expenditure  Not Budgeted  
**Comments:**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

That the Common Council of the City of Baraboo, Sauk County, Wisconsin, does hereby ratify and affirm the Baraboo-Wisconsin Dells Regional Airport Commission’s petition for state airport development aid dated August 2, 2019.

**CERTIFICATION**

I, Brenda Zeman, Clerk of the City of Baraboo, Sauk County, Wisconsin, do hereby certify that the foregoing is a correct copy of a Resolution introduced at a meeting of the Common Council of the City of Baraboo on August 13, 2019, adopted by a majority vote, and recorded in the minutes of said meeting.

**Offered by:** Finance/Personnel Committee  
**Motion:**  
**Second:**

**Approved by Mayor:** \_\_\_\_\_

**Certified by City Clerk:** \_\_\_\_\_

The City of Baraboo, Wisconsin

**Background:** On March 13, 2018 the Common Council approved the updated Employee Personnel Policy & Procedure Handbook. There are a few recommended changes to the Handbook being proposed at this time which require Council approval, namely:

- Providing full-time employees paid off-set leave for up to 6 months per calendar year for military leave (e.g., the City will pay the difference between the employee’s military pay and their City pay for up to 6 months)
- Providing clarification that employees can do volunteer work for the City in addition to their regular job for the City so long as there is no conflict and it is not in violation of FLSA
- Providing clarification that employees can moonlight for the City in addition to their regular job for the City so long as there is no conflict and it is not in violation of FLSA
- Referencing the adoption of the City’s Information Technology Policy and the elimination of what are now duplicate portions of the Handbook given the adoption of the Policy
- Changing the committee that reviews proposed changes in the future from the Administrative Committee to the Finance/Personnel Committee to be more in line with the intent of the respective committees per City Code.

In addition to the above changes which require Council approval, there are also changes to the formatting of the Handbook and there are some additional explanations for a few policies to clarify the intent of the policy.

*Note: (√one) [ ] Not Required [ ] Budgeted Expenditure [ x ] Not Budgeted*  
*Comments:*

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

The Common Council hereby adopts the updated Employee Personnel Policy & Procedure Handbook, as attached to this Resolution, which is to be effective on the date of the passage of this Resolution.

**Offered by:** Finance/Personnel Committee

**Approved:** \_\_\_\_\_

**Motion:**

**Second:**

**Attest:** \_\_\_\_\_



# Employee Personnel Policy & Procedure Handbook

DATE APPROVED BY COUNCIL: MARCH 13, 2018

Updated: XXX, 2019

P:\Administration\Employee Handbook\3-12-18 Council Approved Handbook.docx

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The policies in this Handbook have been approved by the Baraboo City Council and serve as rules and guidelines for all City employees; however, it should be noted that our Police and Fire Departments may have additional Rules and Regulations for their employees.

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# Section 1 INTRODUCTION

## 1.01 Purpose of this Handbook and At-Will Statement.

This Personnel Policy and Procedure Handbook applies to all employees of the City of Baraboo including management, supervisors, clerical, professional, or other such employees, and employees covered by a bargaining agreement.<sup>1</sup> ~~References to protective employees will mean the Police Chief, Police Lieutenants, Police Sergeants, Fire Chief, and Fire Inspector. With the exception of the Fire Chief and the Fire Inspector, this handbook may also apply to the members of the City's Paid-on-Call Fire Department.~~

These policies and procedures are not intended to create a binding employment contract nor are they to be construed to constitute an employment contract between the City and any one or all of its employees. While the City believes wholeheartedly in the plans, policies, and procedures described herein, it believes that they are not conditions of employment and the City explicitly reserves the right to modify, revoke, suspend, terminate, or change any or all of such plans, policies, and procedures, in whole or in part, at any time as it deems appropriate, in its sole and absolute discretion. Employees will be notified of changes in policy, benefits, or rules stated in this Handbook as they occur.

Except as specifically provided by applicable State or Federal law and the City of Baraboo Municipal Code for appointed officials, employment may be terminated at any time for any reason or no reason, with or without notice, either by the employee or the City, notwithstanding any of the provisions of these procedures and policies, i.e., an at-will employee. City employees are notified that while they may receive raises, promotions, or similar improvements in wages and benefits, this fact does not alter their at-will status. Any change in an employee's at-will status must be specifically approved by an adopted resolution of the Common Council. No employee or official of the City is authorized to make any guarantees of employment, compensation, or benefits.

This Handbook recognizes that due to the nature of work, some of the provisions in this policy may be inapplicable to protective employees. Therefore, where appropriate, provisions applicable to protective employees have been set forth. Additionally, contracted employees, such as the City Administrator, may be subject to additional or alternative policies pursuant to their employment contract with the City. Elected officials, volunteers, temporary, seasonal and per diem employees, including Paid-On-Call firefighters, are not subject to all of the policies in this Handbook and questions about the applicability of any of the policies in this Handbook to a particular City employee must be directed to the City Administrator or designee.

Working for a municipality means that each employee has an obligation to serve the taxpayers of the City of Baraboo to the best of their ability. The property taxes, fees, charges, and assessments paid by the citizens of Baraboo provide the means by which each employee is paid.

## 1.02 Definitions

The following are definitions to commonly used words and phrases used throughout this Handbook:

- **Applicable law** means the applicable local, state and/or federal ordinances, statutes and codes.
- **City** means the City of Baraboo.
- **Day**, unless otherwise specified, and for the purposes of calculating an employee benefit, shall mean 8 hours.

<sup>1</sup> Where a Bargaining Agreement expressly addresses a subject that is contained in this Policy Handbook, the Bargaining Agreement controls and supersedes the applicable statement in this Policy Handbook. Where statutes specifically assign hiring and personnel authority to another authority, e.g., Police and Fire Commission, the statutory authority controls.

- **Department Head** means the City Attorney, Director of Parks and Recreation, Director of Public Works, Finance Director, Fire Chief, Library Director and Police Chief.
- **Employee** means any person employed by for the City, including, but not limited to, full-time, part-time, per diem, seasonal and temporary employees. Also included, unless otherwise exempt by law, are elected officials. Excluded, unless otherwise specified in this Handbook, are contractors and agents. Not all policies of this Handbook will apply to all employees. For questions about whether a particular policy applies to you, please speak to the City Administrator.
- **Handbook** means this Employee Policy and Procedure Handbook.
- **Protective employees** means all protective service employees holding positions within the scope of §62.13, Wis. Stats., or its successor statutes.

Other words and phrases with specific definitions for a specific section of this Handbook will be in bold.

### **1.03 ~~Updates to This Handbook~~ Updates**

This Handbook will be reviewed and updated periodically, as determined by the City Administrator. The Handbook will be available in its most up to date form on the City’s website and Department Heads will be notified of changes. A summary of this Handbook will be made available to employees at their time of hire.

Major changes to the Handbook or any sections of the Handbook must first be submitted to the **Administrative Finance/Personnel** Committee for review and will require adoption of a resolution by the Common Council to make it effective. Non-substantive changes, such as typographical corrections, updates in information, and clarification of policies, can be made by the City Administrator.

Notices affecting employee policy and procedure will be posted in an area designated as the place where employees are likely to see such communications, i.e., the Fire Department Break Room and the Employee Break Room in the City Administrative Building. Employees are encouraged to periodically check these locations for such notices.

### **1.04 Severability**

If any provision of this Handbook is held invalid under any applicable law, such invalidity shall not affect any other provisions of this Handbook that can be given affect without the invalid provision, and to this end, the provisions hereof are severable.

### **1.05 Conflicts**

In the event of a conflict between policies in this Handbook, the City Administrator must be consulted. The original intent of the policies, the plain meaning of the policies, and the interpretation of the policies pursuant to Wisconsin Law, when applicable, shall be taken into consideration when interpreting the conflicting policies.

## **Section 2 EMPLOYMENT**

### **2.01 Dual Employment (~~A/K/Aa/k/a~~ Moonlighting)**

**A. Policy:** Employees may work in other employment (~~commonly referred to as “moonlighting”~~) in addition to ~~o~~ their job at the City on their own time (commonly referred to as “moonlighting”). The purpose of this policy is to define and clarify the ethical and practical issues ~~s~~ regarding City employees moonlighting on jobs while actively working as a full-time employee for the City.

**B. Procedure:**

1. Definitions: An employee’s “**own time**” means time after work hours, vacation time, personal days, holidays, military leave (work for the military), during a general leave (see Leaves of Absence in this Handbook), when laid-off, or when suspended from work. An employee’s “own time” does not include sick time, while on FMLA, or during regular business hours for employees who are able to use flex time or comp time, unless expressly permitted in writing by the City Administrator.
2. Permitted Moonlighting: Employees may moonlight in addition to their job at the City on their own time. Police Department staff requires the Police Chief’s approval prior to moonlighting.
23. Prohibited Moonlighting: Employees may not moonlight while using City sick leave or family leave or other paid or unpaid leave from scheduled work hours for the City, unless it is on their own time. Employees may not moonlight in a second City job although there may be exceptions for part-time, seasonal or recreation program positions with a Department Head approval. Extenuating circumstances may allow employee sharing.
34. Code of Ethics and Conflict of Interest: All City employees must comply with the City Code of Ethics contained in the Municipal Code and in this Handbook. Employees may not moonlight in a position that creates a conflict of interest in violation of the City’s Code of Ethics. Violations may subject an employee to discipline and will require termination of the conflict of interest. For questions about whether a dual employment position would be a conflict of interest see the City Attorney.
5. Moonlighting for the City. Employees, including part-time and seasonal employees, may hold more than one job for the City so long as the policies and procedures in this Handbook are followed, and so long as it does not violate the Fair Labor Standards Act (“FLSA”). Prior to accepting an additional position with the City, the employee and the employee’s Department Head must speak to the City Administrator or his/her designee and the City Attorney to ensure compliance with the FLSA.

## **2.02 Employment Background Investigation/Reference Checks**

**A. Policy:**

~~B.~~

~~C.A. POLICY:~~ It is the policy of the City to conduct an employment background investigation before offering a full-time position with the City or before an offer contingent on other examinations is made. This policy shall be implemented and applied in accordance with the applicable law. This policy does not apply to the recruitment of sworn police and fire personnel who fall under the auspices of the Police and Fire Commission responsibilities. All information obtained during the background investigation will be confidential except to the extent required by Ch. 19, Wis. Stat. After having served the purpose for which it is intended, the reports will be filed and maintained as a confidential record separate from the employee’s personnel file.

Applicants are required to respond to questions regarding convictions and pending criminal charges, if applicable, on the City’s application form. Pending criminal charges and conviction history information may not be used against candidates for employment, unless the conviction or pending criminal charge substantially relates to the circumstances of the particular job. In reviewing applicable convictions and pending charges, the City will consider the relationship between the conviction and the position, the nature of the conviction, the number of convictions, rehabilitation efforts and the applicant’s fitness for the job. The background investigation must be completed before a firm offer of employment is made. Upon determining that the applicant has a background that is suitable to City employment, the Department Head may make a contingent offer of employment and schedule the candidate for any required medical or psychological examinations.

**B. Procedure:**

1. All applicants for employment with the City will be required to sign a Release and Authorization Form that will authorize the City to obtain the information required by this policy.
2. Upon an applicant's successful completion of any examinations and interviews that qualify an individual for employment, the Department Head making the employment recommendation will forward a copy of the candidate's application to the Chief of Police.
3. The Chief of Police will conduct a check to determine whether the applicant has an applicable criminal record, any active warrants for his/her arrest, or is on probation or parole. The Chief of Police will also conduct a check of motor vehicle records to determine if the applicant has a valid driver's license, a history of traffic violations, or accident record. Upon completion of these checks, the Chief of Police will provide a written report of his/her findings to the Department Head.
4. Upon receiving a satisfactory record check from the Police Department, the Department Head will complete the background investigation by making the following checks:
  - i. Contact previous employers for references.
  - ii. Contact personal references.
  - iii. Verify educational qualifications.
  - iv. Obtain proof of identification (Form I-9 documents are acceptable).
  - v. When applicable, obtain military records.
  - vi. When appropriate, conduct a credit check (dependent upon position applied for).
5. The results of the investigation will be made in writing and used to determine whether the candidate is qualified for employment with the City. The Department Head is responsible for determining if the Police Chief's report shows information that might be applicable to the job being offered to the extent allowed by applicable law. The Department Head, in consultation with the City Administrator, shall make a decision to hire.
- ~~86.~~ All information obtained during the background investigation will be confidential except to the extent required by Chapter 19, Wis. Stat. After having served the purpose for which it is intended, the reports will be filed and maintained as a confidential record separate from the employee's personnel file.
- ~~97.~~ Part-Time, Seasonal, and Volunteer Applicants. To the extent reasonably practical, background investigations shall be conducted on all applicants for seasonal or part-time employment positions and on all applicants for volunteer positions such as coaches, umpires, etc., before offering the position.
- ~~108.~~ Juvenile Applicants. Law enforcement records pertaining to juveniles are confidential under Wisconsin law and cannot be released for employment purposes. Department Heads may base their employment decisions regarding juvenile applicants on personal knowledge of the individual and the recommendations of references. The reasons for recommending or denying employment must be documented by the Department Head.

**EMPLOYMENT BACKGROUND INVESTIGATION CHECKLIST**

City Department: \_\_\_\_\_ Date of Investigation: \_\_\_\_\_  
Applicant Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Position Applied For: \_\_\_\_\_

Check Police Record Checks	<input type="checkbox"/>	Yes	<input type="checkbox"/>	N/A
Check Previous Employer(s)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	N/A
Check Personal References	<input type="checkbox"/>	Yes	<input type="checkbox"/>	N/A
Verify Education	<input type="checkbox"/>	Yes	<input type="checkbox"/>	N/A
Obtain Proof of Identification	<input type="checkbox"/>	Yes	<input type="checkbox"/>	N/A
Obtain Military Records	<input type="checkbox"/>	Yes	<input type="checkbox"/>	N/A
Conduct Credit Check	<input type="checkbox"/>	Yes	<input type="checkbox"/>	N/A

Comments:

Employment Recommended  Yes  No

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

\_\_\_\_\_  
Department Head Signature

### **2.03 Equal Employment Opportunity Statement Policy**

~~A.~~ **Policy.**

~~B.~~

~~C.A.~~ **POLICY:**—It is the policy of the City to provide equal opportunity in employment to all employees and applicants for employment in accordance with all applicable laws, directives, and regulations of federal, state, and local governing bodies. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment, or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, sex (including pregnancy and gender identity), national origin or ancestry, disability, arrest or conviction record, sexual orientation, marital status, veteran status, or any other status protected by applicable state or federal law, except where such status is a bona fide occupational qualification. No person shall, on the grounds of race, color, national origin, age, sex, religion, or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by federal funds. The City recognizes and complies with the American with Disabilities Act of 1992. Equal employment opportunity under this policy includes recruitment, hiring, training, advancement, transfer, compensation, discharge, disciplinary action, and other terms, conditions, and privileges of employment.

~~D.B.~~ **PROCEDURE**Procedure:

1. ~~Administration of the Program.~~— The City Administrator is designated as the Equal Employment Opportunity Coordinator and in such capacity shall have responsibility for administration of the City’s Equal Employment Opportunity Program. All personnel who are responsible for hiring and promoting employees and for the development and implementation of programs or activities shall support this program. Any complaint regarding equal employment should be filed with the Equal Employment Opportunity Coordinator, whose office is located in the City Administrative Building and who can be contacted between 7:30 A.M. and 4:30 P.M., Monday through Friday. Information on how to file a complaint relating to employment discrimination is available upon request.
2. **Discrimination Prohibited.** No complainant will be subjected to any form of adverse action because of the filing of a complaint of discrimination. Employees who are witnesses or knowledgeable parties are urged to cooperate fully in the complaint investigation process without fear of adverse action or retaliation. The City supports the incorporation of nondiscrimination and affirmative action rules to the extent required by state and federal contracts.
3. **Recruiting/Selection/Hiring.** —Prominently posted at City facilities are notices informing employees and applicants for employment of their Equal Employment Opportunity Rights and their right to notify the Equal Employment Opportunity Commission or other appropriate agencies if they believe they have been victims of discrimination. Where appropriate, these notices are also posted at other work locations and in other appropriate languages.

4. Application Forms. —All employment application forms utilized by the City shall contain a notice, in bold type, informing prospective employees that the City of Baraboo is an Equal Opportunity Employer. To the extent required by Federal Regulations (29 CFR 1607.4), the City shall maintain records that will disclose the impact which its tests and other selection procedures have upon employment opportunities of persons by identifiable race, sex, or ethnic group.

## **2.04 Nepotism**

### **A. Policy.**

1. Nepotism, defined as favoritism (as in the appointment to a job) based on kinship, is prohibited and efforts to avoid nepotism must be made when hiring new employees.

1-2. Members of the same immediate family may be employed either on a full-time or part-time basis with the City so long as neither member is responsible for the supervision, direction, or evaluation of the other.

### **B. Procedure.**

1. ~~PROCEDURE:~~ All cases involving possible employment of members of the same “**immediate family**” must be reported to the City Administrator for approval before final commitment is made. Under certain circumstances, a guardian or foster-parent arrangement may exist. This might occur when hiring a part-time or seasonal employee under the age of 18. Under those circumstances the City Administrator should be consulted before proceeding further.

2-1. ——— Under this section, “Immediate family” includes:

Employee’s Mother	Employee’s Grandfather	Employee’s Wife
Employee’s Mother-in-Law	Employee’s Brother	Employee’s Husband
Employee’s Step-Mother	Employee’s Half-Brother	Employee’s Son
Employee’s Grandmother	Employee’s Step-Brother	Employee’s Step-Son
Employee’s Father	Employee’s Sister	Employee’s Daughter
Employee’s Father-in-Law	Employee’s Half-Sister	Employee’s Step-Daughter
Employee’s Step-Father	Employee’s Step-Sister	

## **2.05 Part-Time, Regular Part-Time, and Seasonal Employees**

### **A. Policy.**

B.A. ~~POLICY:~~ The classification of part-time, regular part-time and seasonal employee status will have an effect on an employee and the benefits for which that employee may be eligible.

### **B. PROCEDUREProcedure:**

1. For Employees Hired Before 07/01/2011:
  - a. Part-time Employees: Part-time employees receive benefits in accordance with the number of hours worked per calendar year. Employees in this classification work more than 600 hours per calendar year, but less than 1,040. These employees may be eligible to receive Wisconsin Retirement life and health insurance, and income continuation insurance. See the Benefits sections of this Handbook for more information.
  - b. Regular Part-time Employees: Except for longevity benefits, City employees who work more than 1,040 hours per calendar year on a continuous basis, but less than full-time, are eligible, on a pro-rata basis, for all benefits based on the number of hours the employee works per week

on the average as compared to forty (40) hours per week. The City Administrator, in consultation with other appropriate jurisdictional bodies, may categorize certain employees as full-time employees even though the employee may work less than forty (40) hours per week if it is determined that the number of hours worked per week is an approved alternative to forty (40) hours.

- c. Seasonal Part-time Employees: Employees in this classification work less than 600 hours annually and receive no benefits.
2. For Employees Hired After 07/01/2011:
  - a. Regular Part-time Employees: Except for longevity benefits, City employees who work 1200 or more hours per calendar year on a continuous basis, but less than full time, are eligible on a pro-rata basis, for all benefits, including paid benefit time, based on the number of hours the employee works per week on the average as compared to forty (40) hours per week. The City Administrator, in consultation with other appropriate jurisdictional bodies, may categorize certain employees as full-time employees even though the employee may work less than forty (40) hours per week if it is determined that the number of hours worked per week is an approved alternative to forty (40) hours.
  - b. Seasonal Part-time Employees: Employees in this classification work less than 1200 hours annually and receive no benefits.

## 2.06 Recruitment of New Employees

~~A. Policy. Department Heads and the City Administrator are to work together in the recruitment of new employees, and are to follow the procedural steps described below in Subsection B. See also Section 2.09, Uniform Guidelines on Employee Selection - Hiring Process.~~

~~A. POLICY: Applications for full-time or part-time employment must be made through the City's Online Application System. Protective employees will complete application forms as prescribed by the Baraboo Police and Fire Commission.~~

### ~~B. PROCEDURE~~Procedure.:

1. ~~When a need arises for the recruitment of a new City employee,~~ Department Heads shall prepare job descriptions ~~and prepare a Hiring Timeline Form,~~ and the City Administrator will review the job descriptions and determine whether to refer it to Common Council.
2. Depending on the job, the notice of the availability of the position will be posted in the same location where other employee notices are posted or in an alternate position where it can be viewed by all department members. Notice may also be posted by electronic mail depending on the position.
3. Notification of all full-time position vacancies shall be distributed to each Department Head in order to provide current City employees with the opportunity to apply for the vacancy; ~~however, 3. Vacancies in the Police Department shall be filled in accordance with Police Department policies, and advertising efforts may be limited to the use of WILENET or other similar law enforcement resources.~~
4. Upon receiving a conditional offer of employment, the prospective employee may be required to pass a physical exam and may be required to pass other examinations such as a psychological evaluation, skills testing, and drug testing. The conditional offer of employment will be contingent upon the successful completion of these examinations and the approval of the appropriate governing bodies.
45. ~~Except for those employees subject to §1.04(4), Baraboo Code of Ordinances, t~~There will be a 6-month trial period for all new full-time employees. During that period, the employee may be

released for any reason; however, passing the trial period does not give an employee a vested interest in their position, and all employees remain at-will employees for the duration of their employment, ~~except for those employees subject to §1.04(4), Baraboo Code of Ordinances.~~

|

# Hiring Timeline Form

City Department: \_\_\_\_\_ Position \_\_\_\_\_  
 Date of Vacancy: \_\_\_\_\_ Projected Date to be filled \_\_\_\_\_

<b>Action Step</b>	<b>Person Responsible</b>	<b>Date to be Completed</b>
Update Job Description		
Report To City Administrator		
Committee Approval/Authorization (If Needed)		
Council Approval Authorization (If Needed)		
Development Of Ad – External		
Send Ad to Job Service		
Send Ad to Other Sources		
Development Of Screening Matrix		
Date Ad Runs		
Closing Date On Ad		
Complete Applicant Screening		
Contact Candidates for Testing		
Skill Testing		
Initial Interview		
Final Interview		
Decision Matrix		
Reference and Background Check		
Conditional Offer Of Employment		
Drug Test		
Medical Test		
Final Offer		
Candidate Acceptance and Offer Letter		
Candidate Notice		
Enter Into Payroll (I-9, Benefits)		
Start Date		
Orientation and Initial Safety Training		

## 2.07 Salaries and Performance Appraisals

- A. ~~Policy.~~ **POLICY:** The City has a pay plan in place that has grade and step structures established (see The Employee Performance Appraisal Process and Pay Plan Implementation Guidelines at the end of this Handbook). Each year the Finance/Personnel Committee reviews adjustments to the pay scale and makes a recommendation to the Common Council for their consideration.
- B. ~~PROCEDURE~~**Procedure:**
1. Appraisal. At a minimum, all employees must be appraised at least once each year. The timing is controlled by one of two dates: (1) the date of hire, or (2) the date of the most recent promotion. All appraisals shall be conducted by the immediate Supervisor/Department Head. The employee shall also be given the opportunity to conduct a self-appraisal. The appraiser and the employee shall meet to discuss the performance appraisal. Employees are eligible for pay adjustments at their anniversary date upon proper completion of a performance appraisal by their supervisor.
    - a. All Department Heads should consult with the attached document titled The Employee Performance Appraisal Process and Pay Plan Implementation Guidelines to aid them in what documents need to be produced in order to conduct the appraisal and, if appropriate, to cause a change in step which may result in an increase to the employee's rate of pay.
    - b. The appraisal process is an important communication tool between the employee and his/her immediate Supervisor/Department Head and conducting it annually is viewed as a valuable means for maintaining open communications.
  2. Seasonal and Temporary Employees. Each year, pay rates are reviewed by the Finance/Personnel Committee and a recommendation is made to the Common Council. An annual resolution is then passed by the Council establishing the rates for each seasonal and/or temporary position.
  3. 6-Month Trial Period. Employees successfully completing their 6-month trial period may be eligible for a rate increase based upon their performance appraisal. The amount of the rate adjustment can be any amount up to the next available step for their grade and current pay scale.

## 2.08 Residency Requirements

A. ~~Policy.~~

~~B.A.~~ **POLICY:** Pursuant to State Statute, employees who are classified as non-emergency employees may live anywhere. <sup>2</sup> Law enforcement, fire (except volunteers<sup>3</sup>) and emergency personnel are required to live within 15 miles or thirty minutes from the City, as defined as reporting to where the employee is regularly assigned to work. <sup>4</sup>

B. **Procedure.:**

1. The residency requirement for employees who are considered emergency personnel is established to be within 15 miles or thirty minutes of the City and defined as reporting to your regularly assigned work site. This includes the following positions or groups:
  - a. Public Works Department:
    - i. Director/City Engineer

<sup>2</sup> See ~~also~~ Milwaukee Police Association v. City of Milwaukee, 2016 WI 47, 364 Wis. 2d 626, 869 N.W.2d 522, 14-0400.

<sup>3</sup> See §66.0502(4)(d), Wis. Stat.

<sup>4</sup> See §66.0502(4)(b), Wis. Stat.

- ii. Street Superintendent
- iii. All foremen, skilled crew, semi-skilled crew, licensed semi-skilled crew, mechanics, sanitation, janitor and laborer positions that are “emergency personnel” as reasonably determined by the City.<sup>5</sup>
- b. Police Department:
  - i. Chief
  - ii. Captain, Lieutenants, Sergeants, Detectives and Patrol Officers or other protective positions that may be created and that are “emergency personnel” as reasonably determined by the City.
- c. Fire Department:
  - i. Chief
  - ii. Assistant Chief and Lieutenants (volunteers are exempt)
  - iii. Firefighters or other protective positions that may be created and that are “emergency personnel” as reasonably determined by the City (volunteers are exempt)
- d. Utility:
  - i. Superintendent
  - ii. Foremen, skilled crew, semi-skilled crews, laborers, plant maintenance, laboratory technicians and janitors that are “emergency personnel” as reasonably determined by the City.

- 2. The deadline for Employees to comply with the residency requirement is 12 months from the date of hire, unless an extension is granted by the City Administrator.

## 2.09 Uniform Guidelines on Employee Selection - Hiring Process

### A. Policy.

- 1. ~~POLICY~~-The City recognizes that hiring the most qualified and best person for a position is one of the most important tasks it can undertake. City employees are the most valuable resource the City has. This policy sets forth the guidelines to be used by supervisors throughout the hiring or “selection process” and it also outlines the legal liabilities the City may have if proper procedures and practices are not followed.
- 2. The 1978 Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission (EEOC) and the Office of Federal Contract Compliance Programs (OFCCP) govern the requirements of selection procedures that assist in prohibiting discrimination and apply to every selection procedure (subjective or objective) utilized. The “**selection process**” is any test or procedure used to measure an individual’s job related qualifications. The “**total selection process**” refers to the combined effect of all selection procedures leading to the final employment decision such as hiring or promoting.
- 3. All applicants must be given an equal opportunity for employment.
- 1.4. All qualified candidates for City positions must be treated in the same manner and given the same consideration without regard to their traits that are protected by law.

### B. Procedure:

- 1. The following components form the essential foundation of the City’s hiring practices: ~~1.~~ The entire process must be well documented.
- 1.2. Necessary Documents of the Hiring Process. An organized file of the hiring process will be

created and maintained by the City Clerk for a period of at least seven (7) years from the date hiring action is taken. Medical records will be maintained in a separate, confidential file by the City Clerk.

- a. ~~Necessary Documents of the Hiring Process~~Hiring Folder. The hiring folder shall contain the following: job analysis, position description, recruitment ads or notices, applications, tests, names and titles all staff involved in the hiring process, the criteria used for screening applications, interview questions, interview rating sheets, responses to reference questions, an outline/timeline of the process, an adverse impact analysis for each step of the process, and filed work permits for minors. The results of a medical exam, obtained after an offer of employment has been made, shall be kept in a separate medical file.

2-3. Job Analysis. Conducting a thorough job analysis is a critical step in the development of the position description and a necessary component of the selection process. The job analysis should identify the competencies (i.e., technical knowledge, skills, etc.) necessary for successful job performance. Specific characteristics of the job should be examined, including work conditions, essential duties and responsibilities, and expected outcomes. The work situation should be described, including the setting in which work is performed, and, where appropriate, the manner in which knowledge, skills, or abilities are used, and the complexity and difficulty of the knowledge, skill, or abilities.

4. Position Description. The position description is the foundation for each hiring process and provides significant evidence of the employee's job duties and expectations. The position description accurately details the essential duties, behavioral competencies, training, and education necessary to perform the job.

- a. The description should reflect the reality of the employee's job as closely as possible. The Americans with Disabilities Act (ADA) recognizes that a written position description is considered evidence of the essential functions of the job in ADA cases.

- b. In order for position descriptions to stay current, they should be updated regularly. The position description should include as many job duties and expectations as possible, including physical requirements, working frequent overtime, working weekends, rotating shifts, and exposure to extreme weather conditions and chemicals.

- c. Job duties that employees DO NOT perform should NOT be included on the position description. In addition, the position description should be updated prior to the start of recruitment for a position.

a-d. Essential functions should be defined. "**Essential job functions**" are those that are imperative to the position that a candidate or employee must be able to perform and are critical to ensure compliance with the ADA. In determining what functions are essential, the following factors are considered:

- i. The employee is actually required to perform the essential job functions;
- ii. The reason the position exists is to perform that function;
- iii. The number of other employees who are available to perform that function;
- iv. The degree of expertise and skill required to perform that function; and
- v. If physical requirements are listed, there should be a direct correlation to the essential job functions.

3-5. Recruitment. The City has the right to set qualifications and to use any hiring method as long as it does not utilize arbitrary, artificial, or discriminatory standards and practices that restrict the employment opportunities of protected groups. Recruitment for a position should be as broad as possible so as to obtain the most qualified applicants.

- a. Methods of Recruitment.

- i. Possible recruitment sources include: newspapers, journals, radio/TV, internet, home page with job information, community organizations, college campus, applications on file, personal letters, existing employees, job fairs, and employment agencies.
  - ii. Recruitment and/or advertising should not occur if it expresses a preference for applicants based on a protected class, except in the narrow circumstance in which the class (es) is(are) deemed to be a bona fide occupational qualification (BFOQ). Every stage of the process should be reviewed to insure that the standards and practices relate directly to performance of the job.
  - iii. Language that is equally applicable to men and women should be used in advertisements. Gender-specific job titles should be avoided, as should advertisements that indicate a preference or limitation based on age. The language in advertisements should mirror language from the position description.
  - iii-iv. All help wanted ads should include a non-discrimination notice, e. g., ***“We The City of Baraboo is/are an Equal Opportunity Employer. We do not discriminate on the basis of race, religion, color, sex, age, national origin, disability, or other legally prohibited characteristics.”***
  - iv-v. Information about the job opening should be available at a location accessible to people with different disabilities.
- b. Application for Employment.
  - i. Every applicant for a non-police City position is required to complete a City of Baraboo application. The police and fire departments may require the use of an alternative application. A resume may not be substituted for the application, though it may be included with the application.
  - ii. Some City positions may require an applicant to complete a supplemental application form, in addition to the City’s general application. The supplemental application helps to elicit more detailed information from an applicant (i.e., specific information related to their job experience, supervisory experience, etc.) to better understand their qualifications. Questions that are not directly related to job performance and that may directly or indirectly elicit information about protected characteristics should be avoided.
  - iii. An EEO and recruitment form will be handed out with the application, but shall be kept separate from the application once turned in. It is the applicant’s choice whether to complete the form. The form is used to compile statistical information for the City and is not used in making hiring decisions.
  - iv. Employment with the City is “at-will” and a statement on the application form must state that ~~indicates~~ the City and employee are each free to terminate the employment relationship at any time, with or without cause.
- c. Employment Testing.
  - a. The City may utilize one or more exams as part of the selection process for a City position. The job posting will show the type of examination that will be included as part of the selection process for the position for which the person is applying. An examination may be taken by anyone who has the minimum qualifications for consideration for appointment to the City position. Baraboo will utilize valid exams that are designed to measure skills, knowledge, aptitude or characteristics relevant to the performance

of the job. Valid exams are those that do not have an adverse impact on any protected class. An exam is deemed acceptable if the following criteria are met: (1) Valid: the exam must measure what it says it is measuring; (2) Reliable: the results must be consistently repeatable; (3) Job-related: the exam must be job relevant and job specific. The following methods accomplish validation: (1) Content Validation: analyzes the content of the exam and demonstrates that it corresponds to the job tasks as set out in the position description; (2) Construct Validation: shows that the exam measures specific personal characteristics that are shown to be necessary for performance on the job; (3) Criterion Validation: shows a statistical correlation between performance on the exam and actual job performance as measured by specific criteria.

- b. At the discretion of the City Administrator or other hiring authority, examinations may consist of any one, or a combination, of the following types of tests suitable for assessing the knowledge, skills, and abilities of an applicant:
  1. Written Test: Includes a written demonstration designed to show the applicant's familiarity with the knowledge involved in the desired position, their ability in the use of the English language, the range of their general information or their general educational attainments;
  2. Mental Test: Includes any test to determine mental alertness, the capacity of the applicant to adjust their thinking to new problems, honesty, or to ascertain special aptitudes;
  3. Performance Test: Includes such tests of performance that would determine ability and manual skills of applicant to perform the work involved;
  4. Oral Test: Includes a personal interview with applicant for position where ability to deal with others, to meet the public, to make an oral presentation, or other similar qualifications are to be determined;
  5. Training and Experience: This part, when required, shall be assessed from the statements of education and experience contained in the application form or from supplemental data as may be required. Results of reference checks, if made prior to oral tests, may be part of the evaluation of training and experience.
6. Interviewing. Conducting a job interview requires preparation. The position description should be reviewed to consider: the essential functions to be performed, the requirements of work experience, education, training, skills, knowledge, and abilities necessary to perform the job (i.e. operational knowledge, ability to operate equipment, communication skills). The position should also be evaluated in terms of behavioral factors (i.e. motivation, interests, goals, reliability, stress tolerance, etc.).
  - a. All questions must be motivated by job relevance and should be developed with the motivation to obtain the information necessary to find the best qualified person for the position. Other questions that do not relate to the qualifications for a particular job are irrelevant and should be avoided. Job-related interview questions should be developed based on specific criteria which are defined and expanded upon after review of the position description and the job itself. If information is volunteered from the applicant that is not job related, interviewer should not ask

- follow-up questions.
- b. The interviewer may inquire about an applicant's ability to perform certain job functions and, within certain limits, may conduct tests of all applicants to determine if they can perform essential job functions, with or without an accommodation.
  - c. Inquiries may be made during the interview about an applicant's ability to perform both marginal and essential duties and job-related functions. Direct inquiries regarding an applicant's disabilities are prohibited until a conditional job offer is made. However, a variety of things may be done to evaluate whether an applicant is qualified for the job including, for example, asking about an applicant's ability to perform specific job functions. The physical requirement of the job may be stated (such as the ability to lift a certain amount of weight or the ability to climb ladders), and if the applicant can satisfy these requirements.
  - d. Asking about an applicant's non-medical qualifications and skills, such as the applicant's education, work history, or required certifications and licenses, and asking the applicant to describe or demonstrate how they would perform job tasks is permissible.
  - e. Notes concerning an applicant's protected status should not be made at any point during the interview, even if done so to recollect interviewees at a later time. These types of notes may be subpoenaed in any subsequent employment-related litigation and, regardless of their intended use, could be damaging evidence against the City.
7. Background and Reference Checks. Any of the following background and reference check(s) may be used on an applicant depending on the position applied for and as determined by the hiring manager(s): (i) verification of background data (i.e. employment, education, licenses), (ii) past employer reference checks, (iii) criminal records, (iv) driving records, (v) background investigation, (vi) credit checks.
- a. In addition to obtaining related information that helps to determine an applicant's employability and future job success, the City has an obligation to check references where the employee has a "duty of care" toward others. A "**duty of care**" toward others normally exists when an employee is entrusted with the care of the health, finances, or safety of customers, clients, or the public (i.e. accountant, police officer, nurse, attorney, and cab driver).
  - b. The indication of a pending arrest or conviction when noted on a City application is not an automatic bar to employment. Consideration of a pending arrest or conviction record in a decision not to hire an individual must indicate a direct and substantial relationship between the arrest/conviction and future job performance.
  - c. Information obtained from the reference check must be kept confidential and shared only with individuals directly involved in the hiring process.
8. Medical Evaluations. Medical evaluations required for specific City positions will be given to all entering employees in the same job category regardless of disability after a job offer has been made. Physical agility tests and tests for the use of illegal drugs are not considered medical examinations under the Americans with Disabilities Act (ADA).
- a. Once a conditional job offer is made, the City may ask disability-related questions and require medical examinations as long as this is done for all entering employees in that job category. If the question or examination screens out an individual because of a disability, the City must demonstrate that the reason for the rejection is "job related and consistent with business necessity." In addition, if the individual is screened out for safety reasons, the City must demonstrate that the individual poses a "direct threat," which means that the individual must pose a significant risk

of substantial harm to himself/herself or others, and that the risk cannot be reduced below the direct threat level through reasonable accommodation.

- b. A “**medical exam**” is a procedure or test that seeks information about an individual’s physical health. The following factors may be helpful in determining whether a procedure or test is “**medical**”:
  - a. Is it administered by a health care professional or someone trained by a health care professional?
  - b. Are the results interpreted by a health care professional or someone trained by a health care professional?
  - c. Is it designed to reveal impairments?
  - d. Is the City trying to determine the applicant’s physical health or impairments?
  - e. Is it invasive (for example, does it require the drawing of blood, urine, or breath)?
9. Offers of Employment. Offers of employment may be given orally or in writing. If given orally, a formal job offer in writing must follow, confirming an applicant’s start date for employment. The following are some considerations for inclusion in an employment letter: a welcoming statement; an employee title; pay rate; department and section where employee will work; where, when, and to whom the employee should report; the supervisor’s name and phone number; what to wear, information on lunch, terms of the probationary period, working hours, work schedule, and who to contact for more information. Note that §103.14, Wis. Stat., requires new employees to be notified at the time of hire of the City’s dress code involving hairstyle, facial hair, clothing, etc.
10. Requirements upon Hiring.
  - a. The Employment Eligibility Verification Form (I-9) must be completed by all newly hired employees to verify their identity and eligibility to work in the United States. Employees are considered hired as of the actual commencement of employment for wages. The employee must fill out Section 1 of the form and present documents establishing both identity and employment eligibility within three days of hire.
  - b. The City must examine Section 1 of the form to ensure that it is signed and completed. The documentation provided by the employee must be physically examined to ensure identity and employment eligibility. Section 2 of the form must be completed by the appropriate designated City official within three days of hire, confirming that the applicant is eligible for employment.
  - c. New Hire Reporting. All new hires must be reported to the Department of Workforce Development within a specified length of time. Reports must include the employee’s name, address, date of birth, Social Security number, date of hire, and the City’s name, address, and federal employer identification number. A copy of the employee’s federal W-4 form or Wisconsin WT-4 form will meet the reporting requirements. Reports may be filed by mail and sent to:

Wisconsin New Hire Reporting  
P.O. Box 14431  
Madison, WI 53714-0431  
Or by fax to: 1-800-277-8075;  
Or by telephone to: 1-888-300-HIRE  
Or electronically to: <http://www.newhire-usa.com/wi/>

11. Legal Restrictions. Remember that it is imperative that each step of the hiring process is valid and non-discriminatory. Therefore, the protections afforded under both federal and

state law must be kept in mind at all times.

- a. Title VII of the Civil Rights Act of 1964 prohibits discrimination based on race, color, religion, sex (including pregnancy and sexual harassment) and national origin.
- b. Age Discrimination in Employment Act (ADEA) prohibits discrimination against individuals age 40 and over.
- c. American's with Disabilities Act of 1990 (ADA) prohibits discrimination against individuals with disabilities in employment (Title I), public services and transportation (Title II), public accommodation (Title III), and telecommunication services (Title IV).
- d. Wisconsin Fair Employment Act (WFEA) prohibits discrimination based on: race, color, religious observation or practice, sex, national origin, age, creed, handicap, marital status, ancestry, arrest record, conviction record, membership in the national guard, state defense force, or any reserve component of the military force of the United States or this state, use or non-use of lawful products off the employer's premises during non-working hours, unfair honesty testing, genetic testing, sexual orientation, and sexual harassment.
- e. Unlawful employment practices include:
  - i. To fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions or privileges of employment because of his/her race, color, religion, sex, or national origin.
  - ii. To limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his/her status as an employee because of race, color, religion, sex, or national origin.
  - iii. To retaliate against any individual because he/she has opposed an unlawful practice or filed a charge, testified, or assisted in a proceeding under the ADA.
  - iv. To print or publish any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination based on race, color, religion, sex, or national origin (except in the case of a bona fide occupational qualification for employment).

12.j- Additional Information. In addition to the information contained in this Policy Section, also see the section of this Handbook entitled "Employment Background Investigation and Reference Checks."

## **2.10 Separation or Retirement from Employment by Non-Represented Employees**

**A. Policy.** Full time employees may be eligible for separation benefits pursuant to this policy.

**B. Procedure:**

1. In general, it is recommended that employees who have chosen to terminate their employment with the City other than by retirement give the City two ~~weeks~~ weeks' notification of the separation; however, except for cases involving injury or disability, retiring employees must give notice of their intention to retire to their Department Head in writing at least sixty (60) days before the date of retirement in order to be eligible for any benefits made available to retirees elsewhere in this policy.
2. Department Heads receiving a notice of intent to terminate employment or retire must inform the City Administrator.

- ~~2. Except for cases involving injury or disability, retiring employees should give notice of their intention to retire to their Department Head in writing at least sixty (60) days before the date of retirement in order to be eligible for any benefits made available to retirees elsewhere in this policy. Department Heads will notify the City Administrator.~~
33. Any employee who commenced full-time employment with the City prior to January 1, 1987, and who thereafter worked continuously for the City on a full-time basis until retirement or termination is entitled to receive compensation for accumulated sick leave, vacation, compensatory time, and/or overtime. Such compensation shall be paid in a lump sum at the first regular payroll date following the employee's last workday with the City. An employee retiring from active employment with the City may extend his/her final date of retirement through the use of accumulated sick leave, vacation, compensatory time, or overtime. At the option of the City, the final payment for unused accumulated sick leave, vacation, compensatory time, or overtime may be made in a lump sum at the request of the retiring employee. A retiring employee extending his/her date of retirement through the use of accumulated benefits as set forth herein, will continue to accrue sick leave and vacation as provided in this handbook up to the date of final retirement.
4. Employees hired between January 1, 1987, and August 31, 2012, who terminate or retire from employment with the City and who is entitled to receive compensation for accumulated sick leave, vacation, compensatory time, and/or overtime will be paid such compensation in a lump sum at the first regular payroll date following the employees last work day with the City. Employees may not extend the date of their retirement by utilizing accumulated sick time, compensatory time, vacation time, or any other benefit time after their last day of work.
5. Employees hired on or after September 1, 2012, who terminate their employment with the City other than by retirement shall receive compensation for accumulated vacation, compensatory time, and other benefit time but not including sick time, in a lump sum at the first regular payroll date following the employees last work day with the City.

Employees' accumulated sick time shall be paid based upon the following schedule:

Less than five years employment:	No reimbursement.
Five years to less than 10 years:	Reimbursement for 30% of sick time.
Ten years to less than 15 years:	Reimbursement for 50% of sick time.
Fifteen years or more:	Reimbursement for 75% of sick time.

6. Employees hired on or after September 1, 2012, who terminate their employment with the City by retirement, in addition to receiving compensation for accumulated vacation, compensatory time, and other benefit time, shall be reimbursed for 100% of accrued and accumulated sick time.
7. Employees may designate all or part of accrued sick leave for continued health insurance coverage as provided in the Sick Leave section of this handbook.
- ~~8. For purposes of this Policy section, the following definitions shall apply:  
 "Retirement" means: the termination of employment by an employee who is aged 50 years or older; and where the City of Baraboo has been provided 60 days prior written notice; and when the employee is not leaving employment for any other employment. Retirement shall also mean the termination of employment by an employee of any age as a result of injury or disability.  
 "Other than by retirement" shall mean all termination of employment by an employee other than meeting the definition of "retirement."~~
98. Any employee who is terminated for misconduct and/or unlawful acts prohibited by this Handbook is not entitled to receive unused sick leave, and any such accumulated sick time

shall be forfeited.

~~109.~~ Employees who provide at least a two week notice prior to voluntarily terminating employment may utilize their accrued compensation time and/or accrued vacation time to fill their two weeks between the date of the separation notice and the end date of their employee-separation notice, however the employees' intent to use accrued time must be communicated by the employee to their Department Head on or prior to the date of the separation notice.

10. §.——For purposes of this Policy section, the following definitions shall apply:

- “Retirement” means: the termination of employment by an employee who is aged 50 years or older; and where the City of Baraboo has been provided 60 daysdays’ prior written notice; and when the employee is not leaving employment for any other employment. Retirement shall also mean the termination of employment by an employee of any age as a result of injury or disability.
- “Other than by retirement” shall mean all termination of employment by an employee other than meeting the definition of “retirement.”

## **2.11 Volunteering as a City Employee**

**A. Policy.** City employees may, in their discretion and at their option, choose to participate in volunteer opportunities with the City so long as the volunteer work complies with the Fair Labor Standards Act (FLSA).

**B. Procedure.**

1. If a City employee would like to do volunteer work for the City, the employee must first speak to his or her Department Head to ensure the volunteer work would not conflict this his/her regular work assignment. If there is no conflict and/or if the Department Head will waive the conflict, the employee must then speak to the City Administrator or his/her designee and the City Attorney to determine whether the volunteer activity would be permitted under the FLSA.
2. If the volunteer work is permitted under the FLSA, the employee will be subject to and be required to sign all regular and customary City volunteer waivers and releases.

# Section 3 EMPLOYEE BENEFITS

## **3.01 Cafeteria Plan, Section 125, or Flex Plan**

- A. ~~POLICY~~Policy.:** The City makes available to interested employees a program commonly known by one of the three following names: a Cafeteria Plan, a Section 125, or a Flex Plan. The program allows employees to pay for certain benefits with pre-tax dollars. It allows employees to choose the benefits they want in the program and the level at which they will utilize the plan (this ability to choose is where the term “cafeteria plan” comes from). This employee benefit program was initially made available to all City employees in 2003 and renews on January 1<sup>st</sup> of every year, at which time employees can enter the plan or adjust their participation levels.
- B. ~~PROCEDURE~~Procedure.:** Detailed information on this program is available from the City Clerk. The City Clerk can address individual questions and provide all the educational material an

employee may need to make a decision on whether or not to participate in this program.

### **3.02 Deferred Compensation or IRS Section 457 Plan**

- A. Policy:** The City provides the opportunity for employee participation in the Wisconsin Deferred Compensation Program. The IRS Section 457 Plan (Deferred Compensation Program) is offered to public sector employees as a voluntary supplement to the City/State Retirement Program.
- B. Procedure:** Detailed information on this program is available through from the City Clerk. The City Clerk can address individual questions and provide all the educational material an employee may need to make a decision on whether or not to participate in this program.

### **3.03 Employee Assistance Program ("EAP")**

- A. Policy:** In an effort to help City of Baraboo employees and their families maintain healthy levels of emotional, work-life, physical well-being, and to limit the effect of personal problems on job performance, the City sponsors an Employee Assistance Program (EAP).
- B. Procedure:**
- 1.** This benefit comes at no cost to the employee or dependents and is designed to provide short-term confidential counseling and referral services, financial information and resources, legal support and resources, work/life solutions and guidance resources to employees, their spouses and dependent children.
  - 2.** Services rendered by the EAP are provided through a contract with a private consulting firm.
  - 1-3.** All information shared by an employee with the EAP will be kept strictly confidential by the private consulting firm and will not be shared with the City or any employees of the City.

### **3.04 Family and Medical Leave Act ("FMLA")**

- A. Policy:** The City's Family and Medical Leave Act Policy<sup>6</sup> is intended to conform to, and not exceed, the requirements of the federal and, if applicable, the state Family and Medical Leave Act ("FMLA"); however, this policy is intended to comply with applicable laws and does not necessarily incorporate all provisions of such laws directly into the City's personnel policies. This policy does not specifically repeat every provision of FMLA's statutory or regulatory requirements. Posters summarizing the benefits required to be provided under federal and state law can be found with other employment related postings. Family and medical leave taken under this policy may be covered by federal law, by state law, or both.

When leave taken by employees under this policy is governed by both federal and state law, the more generous provision will control in the event of a conflict. However, when leaves are governed by state or federal law, but not both, the applicable law will control under this policy. In this regard, employees should note that certain leave may be covered by both state and federal law for only a portion of the leave.

- B. Procedure:** Employees may be required to provide advance notice and certain information as

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<sup>6</sup> First adopted on 01/11/1994, Resolution 94-05; Revised on 09/12/2000, Resolution 2000-90

set forth below to be eligible for family or medical leave under this policy. Employees may also be required to submit leave requests in writing when circumstances and applicable law permit. Employees' use of other leave provided by the City for the reasons covered by law, when appropriate, will be treated as use of family and/or medical leave whenever applicable laws allow.

1. Eligibility Requirements.

- a. To be eligible for leave under federal law, an employee must have been employed by the City for at least twelve months and have worked at least 1,250 hours during the twelve-month period immediately preceding the commencement of the requested leave.
- b. To be eligible for leave under state law, an employee must have been employed for more than 52 consecutive weeks and have been paid for at least 1,000 hours. The kind and amount of leave available to an employee under this policy, as well as an employee's rights during leave, depends on whether the employee meets one or both of these requirements. Exceptions to these requirements will be made only by separate written policy of the City.

2. Types of Leave Available. It is City policy to treat use of family or medical leave under this policy as simultaneous use of state and federal leave entitlements whenever appropriate and permitted by law.

3. Circumstances When Applicable. The City provides family and medical leave for eligible employees under the following circumstances.

- a. Birth of the eligible employee's child and to care for a newborn child;
- b. Placement with the eligible employee of a child for adoption and, under federal law, foster care;
- c. Care administered to an eligible employee's spouse, son, daughter, parent, parent-in-law and domestic partner (§103.10(1)(ar), Wis. Stat.), with a serious health condition;
- d. Inability of the eligible employee to perform the functions of his/her job because of a serious health condition;
- e. Care for a service member – up to 26 workweeks (Form WH-385) (29 CFR 825.127(c));
- f. Leave because of a qualifying exigency (Form WH-384) (29 CFR 825.126);
- g. When receiving continuing treatment (29 CRF 825.115): Employee is treated 2 or more times within 30 days (of the first day of incapacity) and employee is treated on at least one occasion within 7 days (of the onset of the condition) and requires continuing treatment.
- h. BONE MARROW AND ORGAN DONATION LEAVE: The Wisconsin Bone Marrow and Organ Donation Leave Act provides qualifying employees with the right to take up to ~~six weeks~~six weeks in a 12 month period of job-protected leave, with continued medical benefits, when they need time off from work for the purpose of serving as a bone marrow or organ donor. To qualify for Bone Marrow and Organ Donation Leave an employee must have worked for the City of Baraboo for more than 52 consecutive weeks and have worked at least 1,000 hours during the preceding ~~52-week~~52-week period. If an employee intends to take leave for the purpose of serving as a bone marrow or organ donor, the employee must do the following:
  - i. Make a reasonable effort to schedule the bone marrow or organ donation procedure so that it does not unduly disrupt the City's operations, subject to the approval of the health care provider of the bone marrow or organ done.
  - ii. Give the City advance notice of the bone marrow or organ donation.
  - iii. Submit a request for Family Medical Leave.

4. Amount of Leave Available.

- a. Under federal law, an eligible employee is entitled to a total of 12-weeks of leave during a 12-month period. The 12-month period utilized by the City in applying this policy is defined as the calendar year.
  - b. Under state law, an eligible employee is generally entitled to:
    - i. In a 12-month period, six weeks of family leave for:
      - 1. The birth of the employee's natural child if the leave begins within 16 weeks of the child's birth.
      - 2. The placement of a child with the employee for adoption or as a precondition to adoption under §48.90(2), Wis. Stat., but not both, if the leave begins within 16 weeks of the child's placement.
    - ii. In a 12-month period, two weeks of family leave for to care for the employee's child, spouse, domestic partner, or parent, if the child, spouse, domestic partner, or parent has a serious health condition.
    - iii. In a 12-month period no employee may take more than eight weeks of family leave for any combination of reasons.
5. Manner in which Leave can be taken. Leave available under this policy may be taken in full, but may also be taken intermittently (e.g., one week at a time) or on a reduced leave schedule (e.g., consecutive hours at a time) under certain circumstances.
6. Compensation during Leave. Generally, leave taken under this policy is unpaid, with the following exceptions.
- a. For leave governed exclusively by federal law, the City does not provide paid sick leave or paid medical leave for leave taken under this policy in any situation where the City would not normally provide such paid leave. Further, in such cases, the City reserves the right to require an employee to use paid leave for leave taken under this policy whenever permitted by law. However, for leave exclusively governed by federal law, employees may use the following leaves provided by the employer, if available:
    - i. Vacation or personal leave, if available, for any family or medical leave;
    - ii. Accrued paid family leave (i.e., paid leave covering the particular circumstances for which the employee is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member; and
    - iii. Accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the employee's own serious health condition.
  - b. For leave governed by state law, employees may substitute any other paid or unpaid leave which has accrued to the employee for leave taken under this policy. This includes paid vacation, sick leave, or personal leave provided by separate policy of the City, if available. Generally, though not always, this will include leave time that employees earn and accumulate through the course of their employment with the City, but does not include leave which are not progressively earned and banked through continuing service to the City. For those portions of FMLA leave covered by state law, employees may substitute accrued paid leave for unpaid leave e.g., substituting accrued sick leave for the care of a newborn.
7. Continuation and Accrual of Benefits.
- a. Employees will remain eligible for health insurance benefits under the City's group health plan during leave taken under this policy under the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave.
  - b. During leave taken under this policy, the City will pay any portion of the premiums for coverage that it was responsible for paying immediately prior to the leave. The employee must continue to pay his/her share of health coverage as provided in the City health plan. If paid leave is not substituted for unpaid leave, the employee must pay his/her share of premiums to the City Treasurer by the same time payment would have been made for such premiums through payroll deduction. If paid leave is substituted for

unpaid leave, the employee's share of the premiums will be paid by the same method used during paid leaves of absence, i.e., by payroll deduction. Employees should check with the City Clerk concerning arrangements for making employee payments for health insurance during leaves.

- c. The City reserves the right to require employees to place up to eight (8) weeks of premiums in escrow prior to leave, pursuant to state law, or to discontinue coverage if premiums are received from employees more than thirty (30) days late, pursuant to federal law, to the extent permitted by law.
  - d. Employees will not accrue seniority or any other employment benefit during leave taken under this policy, except that such benefits will accrue if employees elect to use other leaves provided by the City pursuant to Section 3, Benefits, of this Handbook, and if such benefits would normally accrue during that leave.
8. Required Advance Notice.
- a. Employees must provide the City with notice in a reasonable and practicable manner before leave taken under this policy is to begin if the need for leave is foreseeable, e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for a serious health condition of the employee or of a family member. When requesting partial or intermittent leave in connection with child birth or adoption, the employee must provide at least as much notice as the City requires for making other non-emergency or non-medical leave, as well as a definite schedule for the leave. When advance notice is not practicable due to uncertainty as to when leave will be required to begin, a change in circumstances, or medical emergency, notice must be given as soon as practicable. Employees are encouraged to provide a written request for leave, the reasons for the requested leave, and the anticipated beginning date and duration of the leave.
  - b. When planning medical treatment, the employee should consult with the City and make a reasonable effort to schedule the leave so as not to disrupt unduly the City's operations, subject to the approval of the employee's health care provider. Employees are ordinarily expected to consult with the City in order to work out a treatment schedule which best suits the needs of both the City and the employee.
  - c. When an employee is absent for three (3) consecutive days or more, the City Clerk must be notified. The City Clerk, in turn must notify the City Administrator so that the employee can be placed on Family Medical Leave.
9. Medical Information Required. The City requires that an employee's request for leave to care for the employee's seriously ill spouse, domestic partner, son, daughter, or parent, or due to the employee's own serious health condition that makes the employee unable to perform the functions of the employee's positions, be supported by certification issued by the health care provider of the employee or the employee's ill family member. The City reserves the right to require certification consistent with the Department of Labor form related to certification of leave and definition of a serious health condition (Certification of Physician Form). That form is available from the City Administrator.
- a. An employee's failure to make a timely and responsive certification may result in denial of the leave requested until such certification is provided. Further, failure to provide such certification may be the basis for denial of continued leave or qualification of the leave as FMLA leave. The City will be entitled to receive re-certification to the extent permitted by law. An employee on family or medical leave will report, orally or in writing, to the City Clerk every thirty (30) days concerning his/her status and intention to return to work.
10. Bonuses. Bonuses based on perfect attendance may be denied to employees who do not have perfect attendance (39 CFR 825.215(c)(2)).

11. Light Duty. Time spent performing light duty is not FMLA (39 CFR 825.220(d)).

12. Employer Notice Requirements. (39 CFR 825.300)

a-b. Notices.

- i. General Notice (WH Publication 1420). Must be accessible to applicants and employees, and distribution to employee must be via handbook or each new hire (can be electronic).
- ii. Eligibility and Rights and Responsibilities Notice (WH-381). Must be given within 5 business days of an employee request for leave for an FMLA qualifying reason. The appropriate certification form should be sent with the notice.
- iii. Designation Notice (WH-382). The designation must indicate that the leave is FMLA qualifying or does not qualify and specify the reasons for not qualifying, and must also specify the amount of leave that will be FMLA, and must state whether a fitness for duty certification will be required.
- iv. Medical Certification Forms (WH-380E and WH-380F). Leave can be denied if certification is not submitted within 15 days (39 CFR 825.305). If it is incomplete, the employee has 7 days to cure the deficiencies (39 CFR 825.305(c)).

b-c. City may contact the employee's health care provider for verification or clarification purposes, using a health care professional, HR or manager, but not the employee's direct supervisor (39 CFR 825.307(a)). Permission is not required by the employee to contact the provider for verification purposes. Employee permission must be obtained for clarification of individually identifiable health information, consistent with HIPPA.

e-d. Second/Third Opinions: Leave may be denied to an employee who refuses to release information for a second or third opinion (39 CFR 825.307(b)). The City has 5 days to provide the employee with a copy of the second/third opinion (39 CFR 825.307(d)). If the City requires the employee to obtain either a second or third opinion the City must reimburse the employee or family member for any reasonable "out of pocket" travel expenses incurred to obtain the second and third medical opinions. The City may not require the employee or family member to travel outside normal commuting distance for purposes of obtaining the second or third medical opinions except in very unusual circumstances. (39 CFR 825.307(e)).

e-e. Recertification may be requested every 6 months (39 CFR 825.308(b)). Employers are allowed to seek recertification at any time (39 CFR 825.308(c)): if an extension of leave is requested, circumstances described in the last certification have changed, and if information is obtained that casts doubt on the employee's stated reason for an absence or the continuing validity of the last certification. Employers may request the same information on recertification as is permitted during the initial certification.

13. Fitness for Duty Certification.

- a. Employees must be notified by the City in the designation notice whether a fitness-for-duty certification will be required in order to return to work and whether it must address the ability to perform the essential job functions (39 CFR 825.312(b)). The certification does not have to be provided after each intermittent leave absence, but it may be requested every 30 days (if intermittent leave was used during that period) and reasonable safety concerns exist regarding the employee's ability to perform his/her duties. (39 CFR 825.312(f)).
- b. Following the procedures set forth in 39 CFR 825.307(a), the City may contact the employee's health care provider for purposes of clarifying and authenticating the

fitness-for-duty certification. Clarification may be requested only for the serious health condition for which FMLA leave was taken. The City may delay restoration to employment until the employee submits a required fitness-for-duty certification unless the City has failed to provide the required notice. So long as the City provided the required notice, an employee who does not provide a fitness-for-duty certification or request additional FMLA leave is no longer entitled to reinstatement under FMLA (39 CFR 825.312(e)).

14. Definitions Used in the Policy.

- a. **Absence plus treatment** means a period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
  - i. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
  - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- b. **Authorized to practice in the State** means that the provider must be authorized to diagnose and treat physical or mental health conditions in the State of Wisconsin.
- c. **Chronic conditions requiring treatments** means chronic condition which:
  - i. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
  - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)
- d. **-Continuing treatment** means continuing treatment by a health care provider that involves any of the following
  - i. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
    1. Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
    2. Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.
      - a. The requirement in paragraphs 1 and 2 of this an in-person visit to a health care provider. The first in-person treatment visit must take place within seven days of the first day of incapacity.
  - ii. Pregnancy or prenatal care.
  - iii. Chronic conditions.
  - iv. Permanent or long-term conditions.
  - v. Conditions requiring multiple treatments.

- e. **Extenuating circumstances** means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the health care provider.
- f. **Health care provider** means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; any other person determined by the Secretary of the US Department of Labor to be capable of providing health care services.
- g. **Inpatient care** means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
- h. **Multiple treatments (non-chronic conditions)** means any period of absence to receive multiple treatments (including any period of recovery wherefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
- i. **Others “capable of providing health care services”** include only:
  - i. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
  - ii. Nurse practitioners, nurse midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
  - iii. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement.
  - iv. Any health care provider from whom an employer or the employer’s group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and
  - v. Any health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.
- j. **Permanent/long-term conditions requiring supervision** means a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider (e.g., Alzheimer’s, a severe stroke, or the terminal stages of a disease).

- k. **Pregnancy** means any period of incapacity due to pregnancy, or for prenatal care.
- l. **Qualifying exigency** means leave due to a qualifying exigency may be taken on an intermittent or reduced leave schedule basis. See 29 CFR 825.126.
- m. **Serious health condition** means an illness, injury, impairment or physical or mental condition that involves inpatient care (defined as an overnight stay in a hospital, hospice or residential medical care facility; any overnight admission to such facilities is an automatic trigger for FMLA eligibility) or continuing treatment by a health care provider.
- n. **Regimen of Continuing Treatment** includes, for example, a course of prescription medication (e.g., antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

### 3.05 Funeral Leave

**A. Policy.** Full-time and part-time City employees are eligible for funeral leave, subject to this policy.

**B. Procedure.**

1. Paid funeral leave of up to three (3) days will be granted to full-time and part-time employees for absence from work caused by death in the employee's immediate family. Under certain circumstances, a guardian or foster-parent arrangement may exist and such a relationship may be considered on the same level as a biological parent; under these circumstances the City Administrator should be consulted before proceeding further.

For this section, "immediate family" includes:

Employee's Mother	Employee's Grandfather	Employee's Wife
Employee's Mother-in-Law	Employee's Brother	Employee's Husband
Employee's Step-Mother	Employee's Half-Brother	Employee's Son
Employee's Grandmother	Employee's Step-Brother	Employee's Step-Son
Employee's Father	Employee's Sister	Employee's Daughter
Employee's Father-in-Law	Employee's Half-Sister	Employee's Step-Daughter
Employee's Step-Father	Employee's Step-Sister	Employee's Grandchild
		Employee's Domestic Partner <sup>7</sup>

2. Paid funeral leave of up to one (1) day will be granted to full-time employees for absence from work caused by death of an employee's other family member.

For this section, "other family" includes:

Spouse's Step-Parent	Employee's Aunt	Employee's Step-Grandchild
Spouse's Grandparent	Employee's Uncle	Employee's Step-Mother-in-Law
Employee's Sister-in-Law	Employee's Niece	Employee's Step-Father-in-Law
Employee's Brother-in-Law	Employee's Nephew	

<sup>7</sup> Defined by §103.10(1)(ar), Wis. Stat.)

3. Time off may be granted at the discretion of the Department Head for a full-time or part-time employee to attend the funeral services of a deceased friend. If permission is given by the Department Head to attend such services for a deceased friend, the employee may request the use of his/her own compensatory or vacation time to cover the missed wages.
4. Funeral leave is available to eligible employees starting with their first day of employment.

### **3.06 Health Insurance**

**A. Policy:** - All employees eligible under the State of Wisconsin Retirement System (WRS) are eligible to participate in the City's Health Insurance Program. Terminating or retired employees and their spouse may obtain health insurance coverage under the City plan at their own expense according to the terms of the Employee Trust Fund who administers COBRA benefits on behalf of the City.

-Employees have the option to choose a group health insurance plan from the standard plan and the alternate health insurance plans offered by the Wisconsin Public Employers' Group Health Insurance Program in the City's service area. Employees are required to pay a portion of the cost of the health insurance premium. The level of participation in the premium is determined by the Common Council, and shall comply with State law.

#### **A.B. Procedure:**

1. Health insurance coverage for newly hired employees goes into effect according to the Employee Trust Fund System eligibility rules for municipal employees.
2. A full complement of information is available to all employees through the City's Payroll Department. Individual healthcare providers supply information for their plans. Questions on health insurance can initially be directed to the Payroll Department. Once established with a plan, however, questions should be directed to the healthcare provider selected by the employee.
3. Part-time employee eligibility:
  - a. For employees hired before 07/01/11 - Health insurance coverage will be offered to eligible part-time employees on the following basis: The City will pay on a prorated basis % (less the co-pay) of the lowest premium to those employees working between 600 – 1,040 hours per year. Those employees working from 1,040 hours to full-time will be responsible for that portion of the premium based on a pro-ration of hours worked.<sup>8</sup>
  - b. For employees hired after 07/01/11 – Health Insurance coverage will be offered to eligible part-time employees on the following basis: The City will pay on a prorated basis %, (less the co-pay) of the lowest premium to those employees working between 1200 to 2040 hours per year. Those employees working from 1200 hours to full-time will be responsible for that portion of the premium based on a pro-ration of hours worked.
4. Health Insurance Premium Calculation upon Termination: The City will pay the health insurance premium to the end of the calendar month in which the employee terminates employment.

### **3.07 Hearing Protection Policy and Policy on Hearing Aid Cost Sharing<sup>9</sup>**

**A. Policy:** - The City requires annual hearing tests for exposed employees. Prior to this policy, employees operating noisy or heavy equipment were occasionally exposed to noise volumes exceeding what is considered safe levels. As a result, some employees may have experienced some

<sup>8</sup> Resolution 99-52, June 08, 1999

<sup>9</sup> May 1, 2006

hearing loss in the course of their employment. State Statute §102.555 only recognizes hearing loss as a worker's compensation claim after the employee terminates employment, retires, or leaves the noisy environment. Therefore, current employees who may have some hearing loss caused through their employment can only obtain hearing corrective devices through their medical insurance or as an out of pocket expense.

**B. Procedure.:**

1. This policy applies to City employees who have had exposures to noise and who have experienced hearing loss due to exposure while employed by the City. Employees with personal history of hearing loss, loss due to illness, loss prior to being employed by the City, and current wearers of hearing aids are not eligible under this policy.
2. The City requires the use of hearing protection and annual testing, and requires that employees be notified if they have a substantial change in their hearing. However, the policy does not address continued employment concerns should an employee's hearing be reduced by significant levels to the point where the City incurs a liability by having an employee with uncorrected hearing on the job. Therefore, the City acknowledges that employees with substantial hearing losses may not be eligible to retain their position, depending upon the job requirements, unless their hearing can be corrected so that the employees can safely perform their duties.
3. The City will participate in cost sharing for corrective hearing devices (hearing aids) for up to half of the amount not covered by the employee's health insurance, not to exceed \$500 per ear as a one-time benefit. All care and maintenance costs will be at the employee's expense. The City will only contribute towards the hearing aid devices and not contribute towards the cost of office visits, maintenance or consumable items.
4. An employee desiring a benefit under this policy must submit (a) a copy of the invoice for the hearing aids, along with (b) the Explanation of Benefits from their health insurance provider, indicating the amount paid by insurance for the hearing aids. These documents are to be provided to the City Clerk.

**3.08 Holidays**

**A. Policy.:** Employees working less than full-time are eligible for holiday pay equal to a proration of their annual hours worked. All regular full-time employees eligible under the State of Wisconsin Retirement System (WRS) will receive 8 hours of pay for the following holidays:

New Year's Day	Friday before Easter	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Friday after Thanksgiving	Day before Christmas
Christmas Day	Floating Holiday (requires Supervisor's approval)		

**B. Procedure.:**

1. In the event a holiday falls on a Saturday, the holiday will be taken the preceding Friday. In the event the holiday falls on a Sunday, the succeeding Monday will be taken as the holiday.
2. Because the City observes both Christmas Eve and Christmas Day as holidays, having one or both of these holidays occurring on a weekend presents a situation that requires clarification in terms of which days of the week will be used to observe these holidays:
  - a. When Christmas Eve falls on a Friday and Christmas Day falls on a Saturday the City will observe them as follows: Christmas Eve will be observed on Thursday; Christmas Day will be observed on Friday.
  - b. When Christmas Eve falls on a Saturday and Christmas Day falls on a Sunday, or when

Christmas Eve falls on a Sunday and Christmas Day falls on a Monday, the City will observe them as follows: Christmas Eve will be observed on Friday; Christmas Day will be observed on Monday.

- c. Any holiday occurring during an employee's vacation will not be considered as a day of vacation.
  - d. Police Department employees covered by a collective bargaining agreement shall refer to their agreement for additional information.
3. New employees shall not be entitled to holiday pay the first thirty calendar days after hire.
  4. Except as expressly allowed by the City Administrator, employees may not take personal holiday time that has not been earned and included in their time off bank.

### **3.09 Income Continuation Insurance**

**A. Policy.** Income Continuation Insurance is a plan that will replace a percentage of an employee's gross earnings in the event the employee should become disabled. The plan provides replacement income for disabilities that are considered short term as well as those that may last for extended periods. Depending on the age at the time disability commences, the plan may continue paying disability payments until age 70. The City provides each eligible employee with Income Continuation Insurance<sup>10</sup> through the Wisconsin Public Employers' Group Income Continuation Insurance Program to protect the income of City employees during short or long periods of disability.

**B. Procedure.**

1. The premium for Income Continuation Insurance is borne by the City of Baraboo as long as the employee selects the plan that has the 180-day (6-month) elimination period. If an elimination period is selected that is less than 180 days (30, 60, 90, or 120 days), the employee will be responsible for paying a portion of the monthly premium which is based on the level of annual earnings and the elimination period selected.
2. The City will provide each eligible part-time employee, as provided by the Employee Trust Fund, with Income Continuance Insurance through the Wisconsin Public Employers' Group Income Continuation Insurance Program to protect the income of City employees during short or long periods of disability.
3. A full complement of information is available to all employees through the City's Payroll Department. A booklet entitled Income Continuation Insurance is also available to answer questions about the program.

### **3.10 Leave of Absence**

**A. Policy.** Full-time and part-time employees are eligible for a leave of absences pursuant to this policy.

**B. Procedure.**

1. Employees must have passed their trial period to be eligible for a general leave of absence, unless otherwise required by law. Leaves of absence will be granted as follows:
  - a. Jury Duty: Leave for jury duty shall be as provided by law. An employee called to jury duty will be paid his/her regular salary, providing the check for jury duty is turned over to the City.
  - b. Military Leave: Leaves will be granted for various duties of service in the military as provided by law. ~~Such leaves will be without pay.~~ Starting from an employee's date of

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<sup>10</sup> Resolution 99-51 dated June 8, 1999.

hire, all full-time employees are granted up to six months of pay for military active duty per calendar year, less their earned military base pay (“offset pay”). Special active duty pay such as hazard duty pay will not be used in calculating the employee’s military base pay. In addition, for six months per calendar year, employees on military active duty will continue to accrue their City benefits such as, but not limited to, vacation days, health insurance and pension contributions. Active duty military leave in excess of six months per calendar year will be unpaid with no benefit accrual, although an employee may use his/her accrued vacation and/or compensatory time for such military leave. Employees are required to inform their Department Head and the City Clerk about their military leave as soon as possible, and provide the following:

- i. A copy of their Orders,
- ii. Documentation supporting their military pay grade and their years of service,
- iii. A completed payroll form available from the City Clerk.
  - a. Example: A full-time employee is called for active military duty for the months of June and July. During June and July, the employee will continue to receive his or her regular pay from the City for the employee’s regularly scheduled work hours, less his/her military base pay. Official City holidays, such as July 4<sup>th</sup>, shall be treated like a regular work day for the purposes of calculating the offset.
  - b. Example: A full-time employee who works a regular schedule of Monday – Friday is called for active military duty for a Friday, Saturday and Sunday. The employee will receive his or her regular City pay for Friday, less his/her military pay, but will not receive City pay for Saturday or Sunday.

For the purposes of this section, “Active Duty” shall not include weekend drill duty obligations.

- c. General Leave: The City Administrator may, at his/her option, grant a general leave of absence to an employee. Such leave will be without pay and will not exceed a six-month period.
    - d. Family and Medical Leave: See the Family and Medical Leave policy section of this handbook.
    - e. Bone Marrow and Organ Donation Leave: See Family and Medical Leave policy section of this handbook.
2. Requesting a Leave of Absence must be done by submitting a letter to the City Administrator for review with a copy also being provided to the employee’s Department Head. The letter should include the date that leave is requested to begin, the duration of leave, and an explanation of why leave is being requested.
3. INSURANCE AND A LEAVE OF ABSENCE – The City of Baraboo will allow employees on leave or layoff status only to utilize accumulated sick leave to pay for Life Insurance and Income Continuation Insurance (ICI) premiums to the extent such coverage is available through the Wisconsin Retirement System. The Wisconsin Retirement System Administration Manual provides the terms and conditions under which employees on leaves of absence (including layoff) may maintain this coverage. An employee on layoff may also choose to continue his/her benefits through cash payment to the City as provided in the Wisconsin Retirement System Administration Manual, a copy of which may be reviewed in the Payroll Department at City Hall.

### **3.11 Life Insurance**

- A. Policy. —All employees eligible under the State of Wisconsin Retirement System who work 600

hours or more a year and who are covered under Chapter 40 of the Wisconsin Statutes may be covered under the State of Wisconsin Group Life Insurance program. The City will contribute the percentage required by the State to participate in the plan. The City also offers additional life insurance opportunities through a state program at the employee's own expense.

- B. **Procedure:** A full complement of information is available to all employees in the Payroll Department. A booklet entitled The Wisconsin Public Employees Group Life Insurance Plan provides all the information needed to make an informed decision on participation in additional insurance programs.

### **3.12 Retirement Fund**

- A. **Policy:** All employees eligible under the State of Wisconsin Retirement System will be participants in the Wisconsin Retirement Fund. The City and the employee shall make such contribution to the WRS as may be required by law.
- B. **Procedure:** More information regarding the State of Wisconsin Retirement Fund is available from the City Clerk. Periodic statements are produced by the Fund that provides financial information for each employee.

### **3.13 Sick Leave**

- A. **Policy:** Eligible employees are eligible for sick leave pursuant to this policy.

- B. **Procedure:**

1. One day of sick leave per month (12 per year) will be granted to all eligible employees at their prevailing wage rate based on an ~~eight hour~~eight-hour day. Full-time employees working other than an eight-hour day will have sick leave based on the number of hours normally scheduled. Unused sick leave may be accumulated up to 129 days.
2. Upon reaching the 129-day cap, additional sick leave may be accumulated to a maximum of 150 days, with the number of days in excess of 129 being used only for the purpose of continued health insurance coverage after separation from City service, provided, however, the right to use unused sick leave benefits for continuation of health insurance benefits will only apply to the extent the employee or their spouse is eligible for continuation of health insurance benefits under the health insurance section of this ~~H~~Handbook.
  - a. Once an employee has accumulated 150 days of sick leave, additional sick leave hours accumulated shall be accrued in a catastrophic leave account (CLA).
  - b. Employees may use their CLA during an event when sick leave is eligible for use and all other sick leave time has been exhausted.
  - c. Time accumulated in the CLA is not reimbursable when an employee separates or retires from service with the City.
3. Sick leave will be charged in quarter (1/4) hour increments (15 minutes).
4. Sick leave will be used only as sick leave- (~~s~~sSee Family and Medical Leave Act policy section of this ~~H~~Handbook for more information). The City has a right to investigate the use of sick leave.
5. Notification of inability to work due to being sick must be given as early as possible.
6. Whenever possible, notification of inability to work must be made by phone by the employee to the employee's Department Head or supervisor.
7. It is intended by this policy that an employee be entitled to sick leave for the first three consecutive working days without furnishing a medical certificate, but that a medical certificate may be required for any sickness which continues for more than three working days.

8. When a medical certificate is required, it will state the doctor's approval to return to work along with any restriction as to the amount and type of work that can be performed. For a job related injury, a medical certificate is required to be turned in to the Department Head before returning to work.
9. Sick leave may be used for medical or dental appointments, examinations, or other medical reasons. Employees will not be required to use sick leave in the case of an on-the-job injury when Workers' Compensation benefits are paid to the employee.
10. The City will allow employees on layoff status only to utilize accumulated sick leave to pay for life and Income Continuation Insurance premiums to the extent such coverage is available through the Wisconsin Retirement System. The Wisconsin Retirement System Administration Manual provides the terms and conditions under which employees on leaves of absence (including layoff) may maintain these coverages. (An employee on layoff may also choose to continue these benefits through cash payments to the City as provided in the Wisconsin Retirement System Administration Manual.)
11. When an employee reaches an accumulation of 129 sick days, he/she will receive one day of pay for each six consecutive month period when no sick leave is taken. This benefit will be paid annually in December.
12. In order to attract the best qualified applicants for certain City positions, the City Administrator may offer an applicant for a Department Head position sick leave benefits which differ from this policy.
123. Employees who terminate before the 15<sup>th</sup> of each month will forfeit their earned sick day accrual for the month in which they terminate.

### 3.14 **Vavacation**

**A. Policy:** Full time employees are entitled to paid vacation pursuant to this policy.

**B. Procedure:**

1. Full-time employees will receive an annual paid vacation based on the following schedule:

One Year of Service	7 days (40 hours)
Two Years of Service	14 days (112 hours)
Five Years of Service	21 days (168 hours)
Twenty Years of Service	24 days (192 hours)
Twenty-five Years of Service	25 days (200 hours)

2. Employees receiving a higher level of vacation benefit as of the date this revised policy was adopted will not have their vacation level reduced.
3. Vacation will be earned on a monthly basis prorated for the total annual allocation shown above. This twelve-month (annual) period will commence with the employee's employment start date and usage will be calculated therefrom.
4. At the employee's anniversary, one year's vacation hours may be carried over to the next year. Hours in excess of one year's vacation will be lost. An exception to this rule however, is that up to 40 hours of excess, unused vacation may be carried over for thirty days. If that excess time is not used within the thirty days, it shall be lost.

For Example: An employee has worked for the City for two years. The employee earns 112 hours vacation per year. If no vacation is claimed, at the end of the year 112 hours will be accrued. At the end of the second year, assuming no vacation is claimed, 224 hours will be accrued. On the employee's third-year anniversary date, 72 hours of vacation will be lost, and 152 hours will remain. At the end of thirty additional days, again assuming no vacation

is claimed, 40 hours of vacation will be lost and only 112 hours will be allowed to be carried over.

5. Employees will take their vacations at such time or times as approved by their Department Head. Department Heads must notify the City Administrator of their own intention to take vacation.
6. Except as expressly allowed by the City Administrator, employees may not take vacation that has not been earned and on the books.
7. In order to attract the best qualified applicants for certain City positions, the City Administrator may offer an applicant for a Department Head position vacation benefits which differ than the above.
8. Employees who terminate before the 15<sup>th</sup> of each month will forfeit their earned vacation accrual for the month in which they terminate.

## Section 4 COMPENSATION

### 4.01 Clothing Allowance

**A. Policy.** When authorized by a Department Head or the City Administrator, the City will provide adequate protective gear and appropriate shirts, jackets, and hats for employees. The City shall consider authorizing shirts, jackets, and hats for employees bearing City of Baraboo identification when the employee's position regularly risks damage or excess soiling of garments, or when employees are dealing with the public under circumstances when it is not readily apparent the employee is an employee of the City.

**B. Procedure.**

1. ~~a.~~—The City agrees to provide adequate protective rain gear, welding gear, and any other required equipment to those employees who require the same for the safe performance of their jobs. All protective gear shall be stored, when not in use, in facilities of the City of Baraboo.
2. ~~b.~~— For workers in the Street, Parks, and Utility Departments, the City will provide a clothing allowance of \$150.00 per year. The allowance shall be paid in a January paycheck.
3. ~~c.~~—The City shall provide each employee required to wear safety shoes a reimbursement for such shoes up to \$150.00 per year on an as needed basis and as approved by the Department Head.
4. Employees authorized to receive appropriate shirts, jackets, and/or hats by the City because of the nature of the employee's job in dealing with the public, namely under circumstances when it is not readily apparent the employee is an employee of the City, shall receive an allowance as determined in the reasonable discretion of the Department Head and with the City Administrator's approval.

### 4.02 Employee Time Donation Policy ~~f~~For Catastrophic Illness ~~o~~Or Injury <sup>11</sup>

**A. Policy.** This program is intended to provide financial assistance and support to regular full-time and regular part-time employees of the City who have exhausted all paid time off benefits and are unable to return to work due to a catastrophic illness or injury suffered by themselves or a family member. City employees may donate a portion of their earned and unused sick leave, vacation or

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<sup>11</sup> Leave Donation Policy (added 12/22/15 Council action).

floating holiday time as a way to provide income continuation for eligible employees. ~~The City Administrator's Office will administer this program in accordance with the procedures outlined below.~~

**B. Procedure.:**

1. Definitions. As used in this Section, the following words and phrases shall have the following meanings:
  - a. **Employee** - An individual who is employed with the City in a regular full-time or regular part-time position, has been employed for a minimum of one year, and is eligible to use accrued benefit leave balances.
  - b. **Catastrophic Illness or Injury** - A prolonged non-occupational illness or injury which is life threatening as determined by the program administrator and supported by medical substantiation from the employee's or family member's treating physician, and would result in the employee having to go on unpaid leave of absence or terminate their employment.
  - c. **Donated Leave** – The amount of time from an employee's accrued and unused sick leave, vacation or floating holiday time an employee is willing to donate. Donations must be done in half day or full day increments (4.00 hours or 8.00 hours).
  - d. **Program Administrator** - The City Administrator's Office will administer this program in accordance with the procedures outlined below, and The City Clerk will monitor status of the donations and time used. The City Administrator must approve of all applications.
2. Program Eligibility and Requirements.
  - a. Employment Status / Severity of Illness - An individual must be employed as a regular full-time or regular part-time employee for at least six calendar months and be eligible to utilize accrued benefit balances. An employee must be suffering from a catastrophic illness or injury.
  - b. Exhaustion of Paid Benefit Balances - An employee must have exhausted all accrued and paid benefit balances before being eligible for Catastrophic Illness and Injury Time Donations. An employee or their designee may submit the required program documents prior to the exhaustion of their leave when it is anticipated that the remaining benefit balances will be exhausted as a result of the catastrophic illness or injury.
  - c. Documentation to Request Donations - An employee must submit the following documents when requesting Catastrophic Illness and Injury Time Donations:
    - i. An Application for Catastrophic Illness and Injury Time Donations, which is available from the City Administrator, and
    - ii. Physical, medical or FMLA Certification.
  - d. Use of Donated Benefit Time - An employee who has been granted the use of Catastrophic Illness and Injury Time Donations will have the donated sick leave, vacation or floating holiday time credited to their benefit balances. An employee must utilize any available donated vacation or floating holiday hours within their statutory Wisconsin and Federal family and medical leaves. Donated leave will be subject to all tax liability associated with regular pay and shall be the responsibility of the recipient.
  - e. Worker's Compensation - An employee will not be eligible for Catastrophic Injury or Illness Time Donations if they have applied for Worker's Compensation benefits and a determination has not been made as to their eligibility. If a determination has been made that the employee is not eligible for Worker's Compensation and there is no pending appeal, the employee may submit an Application for Catastrophic Illness and Injury Time Donations.
  - f. Unused Donated Time - If an employee returns to work, terminates, or applies for a WRS disability retirement, the unused vacation and floating holiday hours that were donated will

- be returned to those employees who donated the benefit time.
- g. Status Updates - The City Clerk will monitor the use of donated leave under the program and will periodically require program participants to provide updates and additional medical documentation to ensure ongoing eligibility.
  - h. Decisions of Program Administrator - All decisions made or actions taken by the City Administrator, including, but not limited to, determination of eligibility, documentation required, or any decision or action made or taken in the administration, modification or termination of the benefits under the program are final and binding on all parties and shall not be grievable or arbitrated under any labor contract or City policy.
  - i. City Right to Modify or Terminate - The City reserves the right to modify or terminate this policy at any time after providing reasonable notice to all applicable labor organizations.
3. Donated Benefit Time.
- a. Eligibility to Donate Floating Holiday - Any employees with accumulated benefit time are eligible to voluntarily donate accrued and unused sick leave, vacation or floating holidays to an eligible employee for use under the program.
  - b. Eligibility to Donate Vacation - Any employees with accumulated benefit time who are eligible at the beginning of the calendar year for a minimum of two weeks of vacation are eligible to voluntarily donate accrued and unused vacation to eligible employees under the program. An employee may not donate more than forty (40) hours in a calendar year.
  - c. Increment for Donations - Any vacation or floating holiday benefit time that is being donated to an eligible program participant must be in half day or full day increments (4.00 or 8.00 hours).
  - d. Documentation to Provide Donation - Any employee donating vacation or floating holiday time must complete a Catastrophic Illness and Injury Time Donation form. This form specifies the type of leave being donated, the amount of hours the employee wishes to donate, to whom the leave is being donated to, a statement certifying that the vacation or floating holiday hours are being donated on a voluntary basis, and that within limited circumstances the donation is irrevocable.
  - e. Value of Donations - Donations will be done on a day for day basis. The program administrator will not be assessing the value of the donation with respect to the value it has to the program participant. The total hours donated will be credited to the appropriate benefit balance and the recipient will take the time off and be paid at their current rate of pay when the time is taken.
  - f. Unused Donated Time - The Program Administrator will record the receipt of donations and will allocate the donations to the program participant on a first in, first out basis. If a program participant terminates employment or returns to work with the City prior to the exhaustion of the donated time, the remaining balances will be returned to those employees whose benefit time had not yet been allocated. These hours will be credited back to the employee's appropriate benefit balance. If the employee is unable to take the returned sick leave, vacation or floating holiday hours before the end of the calendar year they will be allowed to carryover those hours into the next calendar year.
  - g. Maximum Donation Received - Program participants will be eligible to receive a maximum of 1040 hours of donated benefit time per illness or injury. Participation ends once an employee or family member is medically determined to be totally and permanently disabled.
  - h. Earning/Use of Benefit Time While Utilizing Donations - A program participant may be eligible to earn additional benefit time when using Catastrophic Illness or Injury Time Donations. Employees will be required to utilize any eligible and earned sick leave, holiday, or floating holiday time before using the donated vacation or floating holiday hours.
  - i. No Payout of Unused Donations - Program participants will not be eligible for the payout of

any remaining donated sick leave, vacation or floating holiday hours upon the termination of their employment with City.

- j. Remaining Vacation or Holiday Balance - If a program participant has a vacation or holiday balance at the end of the calendar year, the benefit time will be carried over into the next year.
- k. Record Keeping - The City Clerk will maintain all records relating to the program, including the amounts of leave donated, the amount of leave used by program participants, applications for program participation, and supporting documentation.

#### **4.03 Exempt Employees ~~And The~~ (Fair Labor Standards Act (FLSA))**

**A. Policy:** The Fair Labor Standards Act (FLSA) establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in federal, state, and local governments. It is the policy of the City to comply with the Fair Labor Standards Act and the corresponding state laws.

**B. Procedure:**

1. An employee who feels he/she is improperly designated as an exempt/non-exempt employee must notify their Department Head. The Department Head will then notify the City Attorney and City Administrator and provide them with copies of the employee's current job description and whether the work of the employee is accurately reflected in the job description. If it is determined that the employee's job description does not accurately reflect the work being performed by the employee and/or that the employee needs to be reclassified, the City Administrator will update the job description and/or the employee's classification.
2. If an employee believes they had improper pay deductions or has not been paid appropriately, the employee should immediately file a written complaint with the Finance Department that includes specific information supporting the basis of the complaint. The Finance Department will review the situation and determine if an improper deduction has been made and, if so, work with the employee to resolve the situation and, if applicable, ensure proper reimbursement is made within a reasonable period of time and will take steps to prevent a similar inappropriate payment or improper deduction from occurring in the future.
3. The following positions are deemed exempt under the FLSA:

Adult Services Librarian/Assistant	Library Director
Director	Parks and Recreation Director
Chief of Police	Police Captain
City Administrator	Police Lieutenants
City Attorney	Public Works Director/City Engineer
City Clerk	Recreation Supervisor
<del>CDA Compliance Officer</del>	Street Superintendent
CDA Executive Director	Utility Superintendent
Fire Chief	Youth Services Librarian
Fire Inspector	
Finance Director	

#### **4.04 Fire Inspector**

**A. Policy:** The Fire Inspector is required to be a Paid-on-Call Firefighter as a result of his/her position

description.<sup>12</sup>

- B. Procedure.:** When the Fire Inspector responds to calls for service under the Paid-on-Call Firefighter portion of his/her position description during normal working hours, no additional compensation is received. When the Fire Inspector responds to calls for service outside of his/her normal working hours, the current compensation rate for Paid-on-Call Firefighter applies. The same holds true for any training or meetings attended in this capacity and timeframe.

#### **4.05 Flex-Time**

- A. Policy.:** The City Council understands that many Department Heads and other managers work extra hours to attend training, evening meetings, and to respond to emergency situations. Flex-time is a work schedule which allows exempt employees, and non-exempt employees subject to prior approval by their Department Head, to work hours that are not within the standard 7:30 AM to 4:30 PM range, while maintaining a high level of service during the City's peak operating hours (typically 10:00 AM to 3:00 PM). All time worked should be recorded or noted on an exempt employees' time sheets, and must be recorded or noted by non-exempt employees.

**B. Procedure.:**

1. The standard schedule for exempt employees is 80 hours every two-week pay period. With a flex-time schedule, exempt employees are expected to work whatever number of hours are required in order to accomplish their duties and may be permitted to set their own schedules.
2. Exempt employees shall meet all workload requirements, and attend all scheduled conferences and meetings within the proposed flex-time schedule.
3. Exempt employees shall notify other employees who will be affected by their presence or absence of their schedules and whereabouts while in work status by posting schedules, notifying those employees that they supervise, notifying the City Administrator, or other appropriate means. Exempt employees shall coordinate their schedules with those of other employees to maintain minimum staffing levels.
4. Exempt employees shall not accrue or accumulate compensatory time after the date of enactment of this policy. However, all compensatory time currently accrued by an exempt employee shall remain for use by the employee in accordance with policies in effect at the time of the accrual of the time.
5. Department Heads who allow non-exempt employees to flex their time must ensure it does not violate FMLA and is not done in lieu of an employee using more appropriate benefit time (such as using sick time if the employee is sick).
6. Flex-time by a non-exempt employee must occur within the same calendar week.

#### **4.06 Foreman Pay – Temporary Assignment<sup>13</sup>**

- A. Policy.:** On occasion a Water Utility Crewman will act as the Water Utility Foreman during the Water Utility Foreman's absence, in which case the crewman will be entitled to additional pay. Similarly, on occasion, a WWTP Lab Technician will act as the Sewer Utility Foreman during the absence of the WWTP's Foreman, in which case the Lab Technician will be entitled to additional pay.

**B. Procedure.:**

1. Water Utility: Any Water Utility Crewman that is acting as the Foreman in the Water Utility

<sup>12</sup> This rule shall apply to all Fire Inspectors hired after August 1, 2012.

<sup>13</sup> Created 5/9/16

- Foreman’s absence will be an compensated an additional a flat rate of \$1.00 per hour.<sup>14</sup>
2. Sewer Utility: Any WWTP Lab Technician that is acting as the WWTP Foreman in the absence of the WWTP’s Foreman will be compensated an additional flat rate of \$0.50 per hour.<sup>15</sup>

**4.07 Hours of Work, Lunch and Breaks**

**A. Policy:** The normal workweek for each full-time employee is forty (40) hours, or an approved alternative.

**B. Procedure:**

1. Office staff hours shall regularly be from 7:30 AM to 4:30 PM, unless otherwise noted in ~~section 5, below~~ elsewhere in this Handbook, or for such hours as are assigned by the City Administrator or Department Head. Department Heads may revise the work cycle so as to include a ~~four day~~ four-day work week, or reschedule work starting and ending times to reflect the requirements of the jobs.
2. An unpaid lunch period of a length to be determined by the Department Head and at a time to be determined by the Department Head will be taken unless otherwise approved by the Department Head.
3. Break periods will be given to employees at the discretion of the Department Head.
4. Employees shall be required to work overtime as the necessities of the City demand. Employees that refuse to work overtime may be subject to disciplinary measures.
5. The City of Baraboo maintains the following business office hours. For further information, please contact the City Administrator’s office):

<u>City Department</u>	<u>Business Office Hours</u>
Administration.....	7:30 AM to 4:30 PM
—Department of Public Works .....	7:00 AM to 3:30 PM
Engineering.....	7:30 AM to 4:30 PM
Finance Department.....	7:30 AM to 4:30 PM
Fire Department .....	7:30 AM to 4:30 PM
Library .....	Mon - Thurs: 9:00 AM to 8:30 PM
	Friday: 9:00 AM to 5:00 PM
	Saturday: 9:00 AM to 1:00 PM
Parks, Recreation & Forestry.....	7:30 AM to 4:30 PM
Police Department.....	7:30 AM to 4:30 PM
Water and Sewer Utilities .....	7:00 AM to 3:30 PM

**4.08 Longevity**

**A. Policy:** In order to encourage a skilled and efficient workforce with years of experience, the Common Council declares that longevity payments shall be paid, as a matter of policy, to all full-time City employees. This policy may, however, be changed or revised by the Common Council at any time.

**B. Procedure:**

1. Longevity will be paid to all City employees who work full-time, or an approved alternative, on

<sup>14</sup> Note: at the time this was created, it was the two grade differential at the max pay rate.

<sup>15</sup> Note: at the time this was created, it is one grade differential at the max pay rate.

- a continuous basis at the following rate:
  - a. Beginning at three (3) years of service -- \$60.00.
  - b. Thereafter, for each continuous year of service an additional \$20.00 will be added to the annual rate.
- 2. Payment for longevity will be made by separate check.
- 3. Longevity pay will become due on the employee's anniversary date and payment will be made the following payday.
- 4. This longevity benefit will only apply to employees who maintain continuous full-time employment and any termination from full-time employment will cause the longevity benefit to terminate and any subsequent re-employment will commence as zero years of service for longevity purposes.

#### **4.09 Overtime Pay**

**A. Policy:** Employees are required to work overtime as the necessities of the City demand. Employees that refuse to work overtime may be subject to disciplinary measures.

**B. Procedure:**

1. Employees, except exempt employees, who work in excess of 40 hours in a work week, shall be paid 1½ times their regular hourly pay rate for overtime hours.
2. Non-exempt employees are prohibited from performing overtime work at home.
3. If the employee chooses to work a second job for the City and the second job is at a different pay rate than the employee's regular job, the City and the employee may agree before the employee starts the second job that the rate of pay of the overtime shall be calculated at 1½ times the second jobs pay rate and not the employee's regular pay rate.
4. Regardless of the number of hours worked in a week, non-exempt employees shall be paid 1½ times their regular hourly pay for:
  - a. Time worked on a Holiday;
  - b. Emergency call-in work, provided that it does not extend into the employee's normal work schedule, with a minimum of two hours paid; and
  - c. Time worked on a weekend.
5. Employees who are categorized as seasonal amusement and recreational employees under the Fair Labor Standards Act (FLSA) shall not receive overtime pay or compensatory time off for overtime worked. That employee shall be paid their regular wage for the overtime.
6. Interns who earn a stipend which is intended to cover cost of living expenses only shall be considered "voluntary interns," not employees, as defined by the FLSA for the purposes of overtime.
7. Non-exempt employees will be compensated for all time they are required or asked to work which supervisors know or have reason to know they are working. Non-exempt employees are required to report all time worked and are required to accurately reflect this on their timecard or in the City's time system. Failure to correctly record or falsification of actual work time is subject to disciplinary action, up to and including termination. The supervisor who signs an employee's timecard or approves his/her time record must have personal knowledge of the hours worked by the employee and must not "adjust the books" or ask an employee to record more or fewer hours than were actually worked. Such an action is not only a violation of policy, but is also illegal under the FLSA and may subject the employee and or supervisor to disciplinary action, up to and including termination. Any illegal act may also result in legal action.
7. Non-exempt employees who work overtime without authorization are subject to disciplinary action, up to and including termination.

8. Supervisors are not to ignore work that non-exempt employees do on their own time. This is a violation of policy and prohibited by the FLSA.
9. Non-exempt employees may elect to accumulate overtime hours as compensatory time, to accrue at 1 ½ hours of compensatory time for each hour of overtime worked. A maximum of 150 hours of compensatory time may be accrued by an employee. Ideally, compensatory time earned shall be used in the next regular pay period. The use of compensatory hours by an employee is subject to the discretion of the supervisor, and is dependent upon the need for employees on the date for which the compensatory time is proposed to be used. Overtime hours worked outside the employee's normal department will be paid in money instead of comp time.
10. "**Overtime**" is determined when an employee works more than 40 hours in a week. The hours worked over 40 are overtime if the employee did not take any benefit time. Overtime is recorded in the activities where the overtime occurred. If the employee records more than 40 hours for the week but used some benefit time, the extra hours beyond 40 (worktime plus benefit time) are paid at straight time.
11. "**Time worked**" includes all time non-exempt employees are required to be on duty at their prescribed work places and all time during which they are permitted to work. Time worked does not include vacation, holiday, compensatory, or any other benefit time.

#### **4.10 Use of Benefit Time**

**A. Policy:** An employee's use of benefit time must adhere to the policies in this Handbook.

**B. Procedure.**

1. The "**standard work week**" for full time employees of the City is 40 hours.
2. When claiming benefit time (sick leave, vacation time, compensatory time, and funeral leave) an employee shall only use such benefit time as is needed to complete the employee's workday in the standard work week.
3. The use of compensatory time off will be allowed provided it was pre-approved by the employee's supervisor or Department Head.
4. Holiday hours will be applied prior to the application of any benefit hours used.

#### **4.12 Workers' Compensation**

**A. Policy:** **EMPLOYEES INJURED ON THE JOB MUST IMMEDIATELY NOTIFY THEIR SUPERVISOR!**

An employee who sustains an injury while performing within the scope of his/her employment, as provided by Chapter 102 of the Wisconsin Statutes (Workers' Compensation Act), may continue to receive an amount equal to the difference of his/her regular net pay (deducted from accrued sick leave, vacation, or compensatory time) and his/her Workers' Compensation payments for the period of time of the injury under the following conditions:

1. The employee must have accrued unused sick leave, vacation benefits, or compensatory time to be eligible to receive this disability pay; and
2. Each benefit listed will be converted into dollars and cents per hour to establish the amount of benefit deduction the City will assess the employee for such disability pay; and
3. The City will then deduct from the employee's benefit the actual time needed to

- generate sufficient money to make up the difference between the amount of the Workers' Compensation payment and the amount of cost to the City to pay the employee his/her regular net pay; and
4. To insure no abuse of this program, the City may, at its own expense, require covered employees to submit to specified medical evaluations; and
  5. If all accumulated sick leave, vacation, and compensatory time has been used, such employee will only receive Workers' Compensation benefits.

**B. Procedure.:**

1. Workers' Compensation processing is handled by the ~~Finance-City Clerk~~Department. There is a set of rules that must be followed to process a Workers' Compensation claim so the injured employee, the Supervisor, and the ~~Finance-Department~~City Clerk need to work together to insure that claims are properly handled.
2. During the period of time that an employee is not working due to a compensable injury, the City shall pay all employee and employer contributions to the Wisconsin Employees' Trust Fund required on the earnings reported for the employee. Upon return of the employee to work, the City of Baraboo shall recover from the employee's future earnings the contribution amount paid on behalf of the employee, which customarily would have been paid by the employee. If the City and the employee cannot agree upon a repayment schedule, the recovery shall be made in equal installments over a period of six months.
3. Employees injured on the job are discouraged from corresponding with or speaking to adversarial insurance companies or adjusters without benefit of legal counsel provided by the City Attorney.

## Section 5 + CONDUCT

### 5.01 City Locker Room Policy<sup>16</sup>

- A. Policy.:** Locker rooms are provided for use to some City employees. The lockers and other storage spaces in those rooms are the property of the City and the City has a substantial interest in how they are used. This policy is to be applied in conformance with §175.22, WI Stat.
- B. Procedure.:**
1. Employees should expect reasonable privacy in locker rooms; therefore, recording devices, including audio and video recorders, cell phones used for their video or audio capture capability, or other similar devices, may not be used without the explicit consent of all present.
  2. No person may use any recording device to capture, record, or transfer a representation of a nude or partially nude person in a locker room.
  3. Lockers are to be used primarily for the storage of necessary employee personal equipment.
  4. Posters, photographs, writings, drawings, cartoons, or any other materials posted anywhere in the locker rooms must be consistent with City policies, including those prohibiting harassment and discrimination.
  5. Anyone who is aware of the use of a recording or surveillance device which may be in violation of this policy ~~should~~must immediately report the use to a supervisor.

## 5.02 Commercial Driver's License

- A. **Policy.** In the event an employee's actual work is such that he/she operates a motor vehicle requiring a Commercial Driver's License (CDL) and his/her license to operate such motor vehicle is suspended for a period of sixty days or less as a result of an off-duty offense, he/she may be reassigned to tasks within the Department that do not require a CDL during the period of suspension, in which case the employee shall have his/her wage rate reduced by twenty (20%) percent during the period of suspension. However, the City shall not be required to reorganize work crews or assignments so as to reasonably accommodate said employee.

If the employee's CDL is suspended for a period longer than sixty days but not more than one year, the employee may be given a leave of absence for up to one year, until such time as the CDL is restored. If an employee has accrued vacation or comp time, those hours may be used while on leave of absence. Such hours shall be used continuously and not sporadically. During the period of suspension, the City may reasonably accommodate the employee by having the employee's Department Head recall him/her to work as the need for a non-CDL capable worker in the employee's Department is available. The City shall not be required to reorganize work crews or assignments so as to reasonably accommodate said employee. Any employee being reasonably accommodated shall have his/her wage rate reduced by twenty (20%) percent during the period of suspension.

If an employee's CDL is suspended for a period of more than one year, the employee will be terminated without rights to be recalled.

- B. **Procedure.** It is the responsibility of an employee whose actual work is such that he/she operates a motor vehicle requiring a CDL to immediately notify their Supervisor if their CDL is to be suspended, or if it is suspended. Failure to do so may result in discipline up to and including discharge.

## 5.03 Disciplinary Action

- A. **Policy:** Any employee conduct that, in the opinion of the City, interferes with or adversely affects City business is sufficient grounds for disciplinary action. The goal of this policy is not to punish, but, when possible, to give the employee an opportunity to correct employment problems that may arise. Typically, it is only if this opportunity for correction fails or is not taken that the City's action may be more severe. The employee will be kept informed of the City's rules by way of giving employee's access to this Handbook as provided for herein. The employee is expected to follow all City rules and policies.

**B. Procedure:**

1. The City may take disciplinary action that can range from oral warnings to immediate discharge. The City's policy is to take disciplinary steps in this order (progressive discipline), subject to subsection 2, below:
  - a. Oral Warning(s). The employee will be given a verbal explanation of the errant behavior, including a reiteration of what the City's rule is with regard to that behavior. In addition, the employee will be advised of the consequences of further infractions of the rule in question. If no further problems occur with regard to the issue raised at the verbal warning stage, no further disciplinary action will be taken.
  - b. Written Reprimand(s). If the problem persists, the employee will be given a written explanation of the errant behavior, including a reiteration of what the City's rule is with

- regard to that behavior. In addition, the employee will be advised that continuation of the problem will lead to suspension without pay for a stated period of time. As before, the employee will be given an opportunity to change the unwanted behavior and, if the behavior does not recur, no further disciplinary action will be taken.
- c. Suspension. If verbal and written warnings fail to bring about a change in the undesired conduct, the employee will be suspended and will be informed that further occurrences of the conduct will lead to the employee's immediate discharge, without additional warnings. In addition, the City believes that engaging in certain types of misconduct should subject an employee to immediate suspension or discharge, rather than allowing opportunity for correction of behavior through progressive discipline steps. Violent behavior would be an example that might lead to immediate action. Suspension time may be paid or unpaid, depending on the reason for the suspension, with the determination made by the City Administrator.
  - d. Termination. The employee's employment with the City will be ended.
2. The City reserves the right to bypass the disciplinary steps and base its disciplinary action on the severity, frequency, or combination of infractions when circumstances warrant immediate action. The City also reserves the right to alter the disciplinary order described above, to skip disciplinary steps, to eliminate disciplinary steps, or to create new and/or additional disciplinary steps.
  3. In choosing the appropriate disciplinary action, the City may consider any number of the following things:
    - a. The seriousness of the employee's conduct
    - b. The employee's history of misconduct
    - c. The employee's employment record
    - d. The employee's length of employment with the City
    - e. The strength of the evidence against the employee
    - f. The employee's ability to correct the conduct
    - g. The employee's attitude about the conduct
    - h. Actions the City has taken for similar conduct by other employees
    - i. How the employee's conduct affects this City, its citizens, and the employee's co-workers
    - j. Any other circumstances related to the nature of the misconduct, to the employee's employment with the City, and to the effect of the misconduct on the business of the City
  43. Depending on the circumstances, the City may give some of the above criteria more weight than others – or no weight at all. Some conduct may result in immediate termination.
  45. Examples of behavior that would require disciplinary action include, but are not limited to:
    - a. Dishonesty or falsification of records
    - b. Insubordination
    - c. Theft or destruction of City property
    - d. Unauthorized use or abuse of City property
    - e. Drinking intoxicants while on the job
    - f. Use of drugs or controlled substances including the inappropriate use of controlled substances prescribed by a physician while on the job
    - g. Fighting or creating a disturbance among fellow employees
    - h. Disorderly conduct
    - i. Violating the civil rights of another person
    - j. Violating the City's anti-harassment policy
    - k. Violating the rules, regulations or policies of their respective department or the City
    - l. Absence without leave, habitual tardiness or abuse of sick leave

- m. Use of official position or authority for personal profit or political advantage
  - n. Disregard or repeated violation of safety rules
  - o. Knowingly making false or malicious statements
  - p. Acceptance of any gift, favor or any service that might reasonably tend to improperly influence an employee in the discharge of his/her official duties
  - q. Failure to perform assigned work in an efficient manner,
  - r. Being wasteful of material, property, or working time, including sleeping on the job
  - s. Any other circumstance that may warrant disciplinary action on a case-by-case basis
46. Employees must remember that employment is at the mutual consent of the employee and the City. This policy does not change this fact. This means that the employee or the City can terminate the employment relationship at will, at any time, with or without cause, and with or without advance notice. As a result, the City reserves the right to terminate an employee's employment at any time, for any lawful reason, including reasons not listed in this policy. Employees also have the right to end their employment at any time.
57. Protective employees will be disciplined in accordance with the requirements set forth in §62.13, Wisconsin Statutes, at the discretion of the Police and Fire Commission.
68. Whenever any disciplinary action is contemplated against a public employee as a result of conduct that might lead to a criminal charge, the employee assigned to investigate the allegations of misconduct must be mindful of the following:
- a. A government employee who wants to ask another government employee potentially incriminating questions must first warn the employee that the employee must respond to questions related to their job.
  - b. Either before an investigatory meeting, at the beginning of the meeting, or after the employee's first refusal to answer a question, the following statement should be made if it is desired to compel the employee to answer: *"You are under a direct order to answer these questions. Failure or refusal to answer all of these questions completely and truthfully shall be considered grounds for serious discipline up to and including discharge. Nothing you say, nor the fruits thereof, may be used against you in any later criminal proceedings, but may be used in later disciplinary proceedings."*<sup>17</sup>
    - i. This warning must be given whenever an employee is warned that he/she may not refuse to answer the questions on the grounds that the answer may incriminate him/her.
    - ii. Usually, when such warning is given, the employee is also advised that if he/she refuses to answer the questions, that this would be considered insubordination resulting in his/her discharge.
    - iii. In the alternative to giving the above warning, the investigator may advise the employee that he/she may refuse to answer questions on the grounds that the answers might incriminate him/her; however, he/she should understand that such refusal could be considered adversely from his/her standpoint. Thus, an employee may be advised that he/she may take the Fifth Amendment without repercussions or the interviewer may inform the employee that if he/she takes the Fifth Amendment, the interviewer may draw an adverse inference from the employee's taking the Fifth Amendment, which is permitted in civil cases.
  - c. Outside the criminal context, the government investigator is not required to advise the employee of their legal options.
  - d. It should also be recognized that an employee has no right to skip an interview merely because he/she has reasons to think that he/she will be asked questions where the

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<sup>17</sup> The federal courts have held that a public employee whose employment could be terminated only "for cause" has a protectable property interest in his/her job and is, therefore, entitled to due process. See Cleveland Board of Educ. v. Lauderhill, 470 U.S.532, 538 (1985); Sonnleitner v. York, 304 F3d 704, 711 (7<sup>th</sup> Cir. 2002), and Atwell v. Lisle Park District, 286 F3d 987 (7<sup>th</sup> Cir. 2002).

answers to the questions might be incriminating. The employee must understand that he/she may be asked other questions outside the criminal context.

8. Documentation. Department Heads or a designee will document a disciplinary process beginning with the first verbal warning. A report of disciplinary action will be retained in the employee's personnel file. See Employee Handbook Form B for the City of Baraboo Employee Notice of Disciplinary Action.
9. Approval. The City Administrator must approve all disciplinary actions in excess of written warnings. The City Administrator does not need approval to take disciplinary action against a Department Head unless otherwise required by the City Code, however, ~~T~~the Finance/Personnel Committee, Mayor or a designee will approve all disciplinary actions involving suspension time or greater for Department Heads, except where otherwise required by the City Code. Common Council authority is required for termination of a Department Head, except in cases where authority is also or alternatively required by the Police and Fire Commission.

CITY OF BARABOO  
**EMPLOYEE NOTICE OF DISCIPLINARY ACTION**

Form Updated: September 20, 2018

Employee Name: \_\_\_\_\_  
Department: \_\_\_\_\_

Job Title: \_\_\_\_\_  
Date of Hire: \_\_\_\_\_

**ACTION TAKEN** (select one):

- Reprimand.** Date of Reprimand: \_\_\_\_\_ Verbal  Written
- Suspension.** Suspension of \_\_\_\_\_ days. Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_
- Termination.** Date of Termination: \_\_\_\_\_

**PROVIDE ALL OF THE INFORMATION REQUESTED BELOW** (attach additional pages if necessary):

I. Disciplinary action is being taken for the following reason (include dates):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. Disciplinary history (include dates and explanation of previous discipline):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. The following corrective action is expected:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Department Head Signature: \_\_\_\_\_

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

City Administrator Signature: \_\_\_\_\_

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

*(Required when discipline exceeds a written warning)*

Finance/Personnel Committee: \_\_\_\_\_

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

*(Required for some Department Head discipline)*

Common Council: \_\_\_\_\_

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

*(Required for termination of Department Head)*

*(SIGNATURE INDICATES RECEIPT, NOT NECESSARILY CONCURRENCE)*

## 5.04 Dress Code, Physical Adornments, Hair, Etc.

- A. Policy.** – The personal appearance of all employees reflects the image we project to the citizens we serve. Without unduly restricting individual tastes, employees are expected to present a professional, business-like image to the public at all times. It is the responsibility of each Department Head and/or supervisor to make certain that suitable clothing is worn and proper appearance maintained by employees in the workplace. Acceptable personal appearance is an on-going requirement of employment with the City. Radical departure from conventional and appropriate dress is not permitted.

Wisconsin State Statutes require that newly hired employees be made aware of the City's requirements in terms of dress code, including hairstyle, facial hair, and clothing (See §103.14, Wis. Stat.). In addition to hairstyle, facial hair, and clothing, the City, by law, also has the right to provide standards with regard to body piercings and body tattoos.

Exceptions to this policy may be granted by the City Administrator on a case-by-case based upon a reasonable and objective request by an employee (e.g., religious or cultural reasons).

### **B. Procedure.** –

1. **Requirements Regarding Hygiene:** It is the City's policy to require personal cleanliness and good grooming. Some jobs more than others will result in soiled clothing, hands, face, etc., but personal cleanliness reaches beyond the surface - so all employees are expected to maintain high standards of personal cleanliness and/or hygiene.
2. **Requirements Regarding Hair:**
  - a. **Condition of Hair.** Hair should be clean, combed, and neatly trimmed or arranged. Shaggy, unkempt hair is not permitted.
  - b. **Hair Color.** The City does not allow hair colors that are not within the natural range of hair color (e.g., pink, green, blue hair is prohibited).
  - c. **Hair Style.** The City does not allow hair styles that detract from the workplace atmosphere (e.g., mohawks are prohibited).
  - d. **Facial Hair.** Neatly trimmed, groomed, and clean facial hair such as mustaches, beards, and sideburns/chops are permitted. Employees using self-contained breathing apparatus equipment need to comply with standards for using the equipment safely and, therefore, may have a stricter standard with which they must comply.
3. **Requirements Regarding Clothing:**
  - a. **Appropriate Clothing.** **“Appropriate clothing”** is attire that does not draw excessive attention or detracts from the workplace atmosphere. Employees are expected to choose appropriate clothing that suits the job they perform. At its discretion, the City may allow employees to dress in a more casual fashion than is normally required (shorts and related casual attire may be permitted if approved by the supervisor or Department Head). On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped, disheveled, or inappropriate clothing (such as suggestive attire, tight, very short, or revealing garments). Employees are encouraged to use common sense and to speak to their supervisor or Department Head if there is any question as to what is or is not appropriate. “
  - b. **Uniforms/Safety Gear.** Employees that have uniforms issued are required to wear the uniforms according to the policy set by their Department Heads. In addition, the City places specific restrictions on the dress and appearance of some employees for safety reasons. Some employees must wear safety clothing such as hard hats, orange vests, safety shoes, safety goggles, etc. The City has adopted various safety policies addressing

safety clothing and equipment, what is worn, and when it is worn. Affected employees should consult those policies or see their supervisor or Department Head for specific rules on what to wear.

4. Requirements Regarding Body Alterations:

- a. Body Piercings: Piercings are allowed only on areas of the body that are not visible when an employee is fully clothed. For example, a bellybutton piercing is allowed as long as it is not visible at work. Some examples of piercings that would not be allowed include piercings on lips, noses, eyelids, any area on the head or other areas of the body not covered by clothing. Earrings worn on the ears are allowed, in moderation (the supervisor or Department Head should make a judgment call on multiple studs and/or rings in an ear). If a new hire or a current employee has visible piercing(s), except for earrings as noted, the adornment(s) must be removed while on the job.
- b. Tattoos/Body Art/Brands: Tattoo/body art/brands on the body that are visible when an employee is fully clothed are prohibited if they are excessive, obscene, sexually explicit or advocate or symbolize sex, gender, racial, religious, ethnic or national origin discrimination. In addition, tattoos/body art/brands that advocate or symbolize gang affiliation, supremacist or extremist groups, or drug use are prohibited. This policy shall not be applicable for existing tattoos/body art/brands of current employees at the time the policy becomes effective.
- c. Extreme Body Alterations: Intentional body mutilation, skin stretching, implants, branding, and/or intentional scarring that is excessive or eccentric and visible when an employee is fully clothed, are prohibited. Examples include: a split or forked tongue; foreign objects inserted under the skin to create a design or pattern; enlarged or stretched out holes in the ears (other than a normal piercing); and intentional scarification.

5. Violations. Any employee who does not meet or maintain the standards of this policy with regard to personal cleanliness/hygiene, appropriate clothing, hair, body piercings, and tattoos, etc., will be subject to corrective action which may include being sent home to correct the problem area(s). Non-exempt employees (those subject to the minimum wage and overtime requirements of the Fair Labor Standards Act) will not be compensated for any work time missed because of failure to comply with this policy.

## **5.05 Drug and Alcohol Free Workplace**

- A. Policy.** The City is committed to protecting the safety, health and wellbeing of all employees and recognizes that drug and alcohol abuse poses a significant threat to the goals of the City. Employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale.

The City has established a drug-free workplace program that balances the respect for individuals with the need to maintain a drug and alcohol free environment. This policy is also adopted to assist in the prevention of accidents and injuries that result from the misuse of drugs and/or alcohol by all City employees, including drivers of commercial motor vehicles. This policy is intended to be consistent with and in compliance with the U.S. Department of Transportation and the Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol testing rules, and the regulations and procedures contained in Title 49 C.F.R. and the Drug Free Workplace Act of 1988. Questions regarding this policy should be directed to the City Administrator.

**B. Procedure.**

1. Prohibited Conduct fFor Aall Employees:
  - a. All employees are strictly prohibited from using, possessing, manufacturing, distributing, or dispensing controlled substances while on City property, or operating City equipment or vehicles.
  - b. 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.
  - c. Employees are prohibited from deliberately misusing this policy in regard to subordinates, as well as providing false information in connection with a test, or falsifying test results through tampering, contamination, adulteration or substitution.
2. Report oOf Criminal Conviction: Criminal convictions for manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace must be reported ***in writing*** to the City Administrator no later than five calendar days after such conviction. Appropriate action, which may consist of discipline up to and including termination, will be taken within thirty (30) days of notification. Federal contracting agencies will be notified when appropriate.
3. Prohibited Conduct fFor Commercial Motor Vehicle Operators: Pursuant to Federal Regulations (49 CFR Parts 40 & 382) of the Omnibus Transportation Testing Act of 1991, all employees who operate a commercial motor vehicle on a full time, casual, intermittent or occasional basis are prohibited from the use of illegal drugs at all times, as well as engaging in the following conduct:
  - a. Reporting for or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater;
  - b. Using alcohol while performing (*defined as "anytime the employee is actually performing, ready to perform or immediately available to perform"*) safety-sensitive functions;
  - c. Using alcohol during the hours the employee is on call;
  - d. Performing safety-sensitive functions within four hours after using alcohol;
  - e. Using alcohol within eight hours following an accident, if the employee is required to take a post-accident alcohol test;
  - f. Performing safety-sensitive functions after refusal to submit to any of the following: post-accident, random, reasonable suspicion or follow-up alcohol or controlled substances test;
  - g. Reporting for or remaining on duty requiring the performance of safety-sensitive functions when the employee uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance will not adversely affect the employee's ability to safely operate a commercial motor vehicle;
  - g. Reporting for or remaining on duty or performing a safety-sensitive function after testing positive or adulterating or substituting a test specimen for controlled substances
  - h. A "***safety-sensitive***" function means any of the following on-duty functions (for a list of all City position titles that are responsible for performing safety-sensitive functions, please ask the City Administrator):
    - i. All time waiting to be dispatched;
    - ii. All time inspecting, servicing or conditioning any commercial motor vehicle;
    - iii. All driving time (i.e., all time spent at the driving controls of a commercial motor vehicle in operation);
    - iv. All time, other than driving time, in or upon any commercial motor vehicle;
    - v. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
    - vi. All time repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.
4. Prevention and Rehabilitation:

- a. The goals of this policy are prevention and rehabilitation whenever possible, rather than discipline or termination. The City encourages employees who have an alcohol or other drug problem to seek help to deal with their problem. The City provides an Employee Assistance Program. Help is available from the City's Employee Assistance Program 24 hours a day, 7 days a week. For more details on this program, speak to your supervisor, Department Head, or the City Administrator.
  - b. Employees who admit to alcohol misuse or controlled substances use are not subject to the referral, evaluation and treatment requirements of 49 CFR parts 40 and 382, provided that:
    - i. The employee does not self-identify in order to avoid drug or alcohol testing;
    - ii. The employee makes the admission of alcohol misuse or controlled substances use prior to performing a safety-sensitive function.
5. **Drug and Alcohol Testing:** Participation in the City's Drug and Alcohol Testing Program is a requirement of every employee, including those performing safety-sensitive functions, and therefore is a condition of employment.
- a. **Testing Records.**
    - i. The City, upon the employee's written consent, will obtain the following information from the D.O.T. regulated employers during the two years prior to the date of application or transfer for all employees seeking to begin performing safety-sensitive functions for the first time:
      - 1. Alcohol tests with result of 0.04 or higher alcohol concentration;
      - 2. Verified positive drug tests;
      - 3. Test refusals (including verified adulterated or substituted drug test results);
      - 4. Other violations of DOT agency drug and alcohol testing regulations;
      - 5. Documentation of the employee's successful completion of DOT return-to-duty requirements for violation of the drug and alcohol regulations. If this cannot be obtained from a previous employer, the documentation will be requested from the employee. An employee will not be permitted to perform safety-sensitive functions if one of the following occurs:
        - a. The above information from previous employers cannot be obtained after 30 days, unless a good faith effort to obtain this information has been made and documented;
        - b. Information is obtained that the employee has violated a drug and alcohol regulation and has not complied with the return-to-duty requirements of the regulations;
        - c. The employee, upon the City's required request, admits to a refusal or positive test on any pre-employment drug and alcohol test administered during the past two years for safety-sensitive transportation work that the employee did not obtain (until and unless the employee documents successful completion of the return to duty process).
    - ii. The employee will not be allowed to perform safety-sensitive functions until the employee documents successful completion of the return-to-duty process.
    - iii. Every DOT regulated employer that information is requested from will receive the employee's written consent to provide the information. A confidential record of the information obtained (or the City's effort to obtain) must be maintained for three years from the date of the employee's first safety-sensitive duty performance.
    - iv. In situations where the City provides this information confidentially and in writing to another employer, a written record of the released information will

be maintained, as well as the date, to whom the information was released, and a summary of the information provided.

b. Testing Conditions.

- i. Reasonable Suspicion. An employee is required to submit to an alcohol or controlled substance test upon a trained (in accordance with this policy and Section 382.603 requirements) supervisor's reasonable suspicion to believe that the employee is in violation of this policy. The determination of reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. The supervisor who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the employee.
  1. Under DOT regulations, alcohol testing is only authorized if observations are made during, just preceding or just after the period of the work day that the employee is required to be in compliance (during, just before or after the employee has performed safety-sensitive functions). However, City policy requires that reasonable suspicion alcohol testing shall be performed at any time during an employee's work day.
  2. Under DOT regulations, the employee will not be permitted to perform safety-sensitive functions until:
    - i. An alcohol test is administered and the alcohol concentration measures less than 0.02; or
    - ii. 24 hours have elapsed following the determination that there was reasonable suspicion to test the employee. However, City policy requires that an employee will not be returned to work until confirmed test results are obtained.
  3. If an alcohol test is not administered within two hours following the reasonable suspicion determination, the supervisor must prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight hours following the reasonable suspicion determination, the supervisor must cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test. In addition, the driver will be out of service for 24 hours.
  4. The supervisor who made the observations shall provide a report that contains the observations leading to an alcohol or controlled substances reasonable suspicion test within 24 hours of the observed behavior or before the results of the alcohol or controlled substances tests are released, whichever is earlier.
  5. Upon the employee's removal from the job site, the supervisor should contact the City Administrator. If contact cannot be made at that time, the supervisor should proceed to the next step of this procedure and make contact with the City Administrator as soon thereafter as possible.
  6. The supervisor is to then take the employee to the collection site for drug and/or alcohol testing, and must remain at the site until the test is completed.
  7. If the alcohol test is conducted more than two hours, but less than eight hours, after the supervisor makes the reasonable suspicion determination, the supervisor will complete a report explaining the reason for the delay in

conducting the test. If the alcohol test is not conducted within eight (8) hours after the supervisor makes such reasonable suspicion determination, or if the drug test is not conducted within twenty-four (24) hours after such determination, the supervisor will complete a report explaining the reasons why the test was not conducted.

8. Once the drug and/or alcohol test has been completed the supervisor is to make arrangements for the employee to be taken home. The employee will not be permitted to drive their own car home at that time. The employee may have a family member or a friend pick them up or the supervisor may take the employee home.
    - a. The employee is to be advised not to report to work. The City 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.
    - b. Once the test has been completed and the employee has been taken home, the supervisor must submit a written report to the City Administrator, outlining in detail what happened and what behavior was 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 24 hours of testing.
  10. The results of the drug and/or alcohol test will be sent directly to the City Administrator. When the results are obtained, the employee's supervisor and department head will meet with the City Administrator and/or City Attorney to determine the appropriate course of action to be taken.
  11. 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.
- c. Pre-Employment Testing.
- i. Controlled Substances: Any individual not currently employed by the City or any City employee who is currently not performing safety-sensitive functions but will be moving to a safety-sensitive position shall undergo alcohol testing prior to hire or transfer. The City must be in receipt of the employee's negative test result from the Medical Review Officer (MRO) or Consortium/Third Party Administrator (C/TPA).
    1. Administration of a controlled substance test is not required if the employee has participated in a controlled substances testing program within the previous 30 days:
      - a. **AND** was tested for controlled substances within the past 6 months (from the date of application with the City);
      - b. **OR** participated in the random controlled substances testing program for the previous 12 months (from the date of application with the City);
      - c. **AND** the City ensures that no prior employer of the individual has records of a controlled substances violation within the previous 6 months.
    2. To utilize this exception, the supervisor must obtain and retain the following information from the controlled substances testing program(s) in which the employee participated:
      - a. Name(s) and address(es) of the program(s);
      - b. Verification of the employee's participation in the program(s);
      - c. Verification that the program(s) conform(s) to part 40 of this title;

- d. Verification that the employee is qualified under these rules, including that the employee has not refused to be tested for controlled substances;
  - e. The date the employee was last tested for controlled substances;
  - f. The results of any tests taken within the previous 6 months and any other violations of controlled substance testing;
  - g. The above information must be obtained and maintained in accordance with D.O.T. standards at least once every 6 months for employees that are utilized, but not employed more than once a year. If the City cannot verify that an employee is participating in a controlled substances testing program, the City shall conduct a pre-employment controlled substances test.
- ii. Alcohol Testing: Any individual not currently employed by the City or any City employee who is currently not performing safety-sensitive functions but will be moving to a safety-sensitive position shall undergo alcohol testing prior to hire or transfer. The City must be in receipt of the employee's negative test result from the Medical Review Officer (MRO) or Consortium/Third Party Administrator (C/TPA). Administration of an alcohol test is not required if the employee has participated in an alcohol testing program within the previous 30 days:
- a~~1~~. The test must be conducted in accordance with D.O. T. standards prior to the first performance of a safety-sensitive function (applicable to new or transferring employees) for all employees, after making a contingent offer of employment or transfer,
  - b~~2~~. Employees may not begin performing safety-sensitive functions unless the result of the test indicates an alcohol concentration of less than 0.04.
- d. Post-Accident Testing.
- i. As soon as practicable following an accident involving a commercial motor vehicle, the City of Baraboo shall test each of its surviving driver(s) for alcohol and controlled substances if:
    - 1. The surviving driver(s) were performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life;
    - 2. The employee received a citation within 8 hours (for alcohol) or 32 hours (for controlled substances) of the occurrence under State or local law for a moving traffic violation arising from the accident, IF the accident involved: (a) bodily injury to anyone who immediately receives medical treatment away from the accident scene AND/OR (b) one or more vehicles incur disabling damage and require towing.
  - ii. The alcohol test must be administered as soon as possible, but no later than eight hours following the accident, and the drug test must be administered within thirty-two hours of the accident.
  - iii. If the alcohol test is not administered within two hours of the accident, the supervisor must still attempt to administer the test and prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight hours or if the drug test is not administered within thirty-two hours of the accident, the supervisor must cease attempts to administer the test(s) and shall state in the record the reasons for not performing the test(s).
  - iv. An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the City to have refused to submit to testing. However, an employee is not prohibited from obtaining necessary medical attention for injured people following an accident or leaving the scene to obtain assistance or necessary emergency medical care.
  - v. The results of a urine or breath alcohol test conducted by a federal, state or local official having independent authority for the test will be considered to meet the

requirements for a post-accident test. The test must conform to the applicable federal, state or local testing requirements and must be obtained by the City.

- vi. This section does not apply to:
  1. An occurrence involving only boarding or alighting from a stationary motor vehicle; or
  2. An occurrence involving only the loading or unloading of cargo; or
  3. An occurrence in the course of the operation of a passenger car or multi-purpose passenger vehicle unless the vehicle is transporting passengers for hire or hazardous materials of a type and quantity requiring the vehicle to be marked or placarded.
- e. Random Testing. Random drug and alcohol testing may be performed anytime a safety-sensitive employee is on duty. The employee selection for testing shall be made by a scientifically valid method and will occur unannounced throughout the calendar year. An employee notified of selection for random alcohol and/or controlled substances testing shall cease to perform safety-sensitive functions and proceed to the test site immediately.
  - i. An employee shall only be tested for alcohol during, just before or just after the performance of safety-sensitive functions.
  - ii. The minimum annual percentage rate, as established by the FMCSA, for random testing of employees in safety-sensitive positions shall be:
    1. 10% for alcohol testing;
    2. 50% for controlled substance testing.
  - iii. The testing rates may be adjusted based on analysis of positive drug and alcohol violations rates for the entire industry, as reported annually.
  - iv. If an employee tests positive for alcohol or controlled substances, the employee will be subject to disciplinary action, up to and including discharge.
- f. Return-To-Duty/Follow-Up Testing. Employees testing positive for alcohol or controlled substances shall not be returned to duty in any safety sensitive position.
- g. Test Refusal. The following behavior constitutes a test refusal for drugs and alcohol (49 CFR §382.107):
  - ~~1~~i. Failure to appear for the test within 1 hour of having been ordered to appear for testing with the exception of pre-employment.
  - ~~2~~ii. Failure to remain at the testing site until the testing process is completed. However, if an employee leaves a pre-employment testing site before the process starts, it is not deemed to be a test refusal.
  - ~~3~~iii. Failure to provide a urine specimen, saliva or breath specimen, as applicable. However, an employee who does not provide a specimen because they have left the testing site before the process starts for a pre-employment test is not deemed to be a test refusal.
  - ~~4~~iv. Failure to provide a sufficient volume of urine or breath without a valid medical explanation for the failure.
  - ~~5~~v. Failure to undergo a medical examination as part of the verification process. In the case of a pre-employment drug test, the test is deemed to be a refusal only if the pre-employment test is conducted following a contingent offer of employment.
  - ~~vi~~6. Failure to cooperate with any part of the testing process.
  - ~~7~~vii. Failure to permit the observation or monitoring of specimen donation when so required.
  - ~~8~~viii. Failure to take a second test required by the City or collector.
  - ~~9~~ix. A drug test result that is verified by the MRO as adulterated or substituted (applicable to drug test only).

- hg. Testing Procedures. The alcohol and controlled substance testing procedures will comply with 49 CFR Part 40, as amended, to protect City employees and the integrity of the testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct employee. For a more detailed discussion on the testing procedures, refer to Appendix B.
  - hi. Stand-Down. There shall be no stand-down practice.
  - ij. Employee Notification. (39 CFR 382.411)
    - 1.i. An employee shall be notified of a pre-employment controlled substances test if the employee requests such results within 60 calendar days of being notified of the disposition of the employment application. An employee shall be notified of the results of random, reasonable suspicion and post-accident tests for controlled substances conducted if the test results are verified positive, and which controlled substance(s) were verified as positive.
    - 2.ij. The DRE shall make reasonable efforts to contact and request each employee who submitted a specimen under the testing program, regardless of the individual's employment status, to contact and discuss the results of the controlled substances test with a MRO who has been unable to contact the employee.
    - 3.iii. The City shall immediately notify the MRO that the individual has been notified to contact the MRO within 72 hours.
  - jk. Results of a Positive Alcohol or Drug Test. Any employee who tests positive for drugs or for alcohol concentration of 0.02 or higher is subject to discharge.
6. Education and Training Programs: All covered employees shall receive drug and alcohol informational materials and a community service hot-line telephone number for employee assistance. Covered employees must receive at least 60 minutes of training (required only once during the employee's tenure with the City) on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicated prohibited drug use. Supervisors and/or other authorized City officials who make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral and performance indicators of probable drug use and at least 60 minutes of training on the physical, behavioral, speech and performance indicators of probable alcohol misuse (required only once during the employee's tenure with the City).
  7. Prescription Drugs: Prior to performing work-related duties, employees must notify their supervisor if they are taking any legally prescribed medication, therapeutic drug, or any non-prescription drug which contains any measurable amount of alcohol or which carries a warning label that indicates the employee's mental functioning, motor skills or judgment may be adversely affected by the use of the medication. A written report of this notification is to be filed by the supervisor with the City Administrator. It is the responsibility of the employee to inform their physician of the type of safety-sensitive function that the employee performs in order for the physician to determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of City's equipment. However, as required by the Federal regulations, any employee who uses or possesses medication containing alcohol while on duty or who tests positive for alcohol will be removed from their position and subject to the alcohol provision of this policy, even though the reason for the positive alcohol test is the fact that the employee's prescription or nonprescription medication contains alcohol.
  8. Confidentiality of Records: The City respects the confidentiality and privacy rights of all employees. Accordingly, the results of any test administered under this policy and the identity of any employee participating in the City's EAP or other assessment or treatment program will not be revealed by the City to anyone except as required by law.
    - a. The City will release any employee's records as directed by the express written consent of the employee authorizing release to an identified person. In addition, the City will ensure that any lab, agency or MRO used to conduct testing under this policy will maintain the confidentiality of employee test records.

- b. The MRO will not reveal individual test results to anyone except the individual tested, unless the MRO has been presented with a written authorization from the tested employee. However, the MRO will disclose information related to a verified positive drug or alcohol test of an individual to the City.
  - c. The City may be requested by the MRO to have a tested employee contact the MRO if the employee was unable to be reached after a minimum of three attempts over a 24 hour period.
  - d. The City may disclose information to the employee or to the decision maker in a lawsuit, grievance or other proceeding by or on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test; or as required by law, including court orders and subpoenas; or upon the tested employee's written authorization and consent.
  - e. All records related to drug and alcohol tests of individual employees will be maintained in individual files separate from the employee's personnel file. These records will be stored in a locked cabinet and access will only be allowed to those City employees who have a legitimate need to review the records of a particular employee.
9. Record Retention, Reporting and Public Interest Exclusion: Records will be maintained on test results, the testing process, return-to-duty process, and employee training pursuant to applicable law.
10. Definitions:
- a. **Accident**: An occurrence associated with the operation of a vehicle if, as a result: (1) an individual dies; (2) an individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; (3) with respect to an occurrence in which the mass transit vehicle involved is a railcar, trolley car, trolley bus, or vessel, the mass transit vehicle is removed from revenue service; (4) with respect to an occurrence in which the mass transit vehicle involved is a bus, electric bus, van, automobile, or any non-revenue service vehicle, one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, "disabling damage" means damage that precludes departure of any vehicle from the scene of the occurrence, in its usual manner, in daylight, after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage that can be remedied temporarily at the scene of the occurrence without special tools or parts; tire disablement without other damage even if no spare is available; or damage to headlights, taillights, turn signals, horn or windshield wipers that makes them inoperative.
  - b. **Adulterated Specimen**: A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.
  - c. **Alcohol Concentration**: The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.
  - d. **Alcohol Confirmation Test**: A subsequent test using an EBT, following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.
  - e. **Alcohol Screening Device (ASD)**: A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.
  - f. **Alcohol Screening Test**: An analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.
  - g. **Breath Alcohol Technician (BAT)**: An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.
  - h. **Cancelled Test**: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.
  - i. **Chain of Custody (CCF)**: The procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is

- destroyed. This procedure uses the Federal Drug Testing Custody and Control Form (CCF).
- j. **Confirmation (or Confirmatory) Test:** In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test to ensure reliability and accuracy. In alcohol testing, a second test, following a screening test with a result of 0.02 or greater, which provides quantitative data of alcohol concentration.
  - k. **Confirmation Validity Test:** A second test performed on a urine specimen to further support a validity test result.
  - l. **Confirmed Drug Test:** A confirmation test result received by an MRO from a laboratory.
  - m. **Consortium/Third Party Administrator (C/TPA):** A service agent who provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members. C/TPAs are not "employers" for purposes of this part.
  - n. **Controlled Substances** means any of the substances found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 CFR 1308.11 – 1308.15.
  - n. **Designated Employer Representative (DER):** An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Part 40. Service agents cannot act as DERs.
  - o. **Dilute Specimen:** A specimen with creatinine and specific gravity values that are lower than expected for human urine. A dilute test will be reported as positive or negative. For a positive dilute test the employer treats the result as a positive test and removes the employee from safety-sensitive duty. For a negative dilute test, the employer may require, as a matter of policy, employees to retest without direct observation. The second test is the test of record, even if the second test is also negative dilute.
  - p. **Drug Metabolite:** The specific substance produced when the human body metabolizes a given prohibited drug as it passes through the body and is excreted in urine.
  - q. **Drug Test:** The laboratory analysis of a urine specimen collected in accordance with 49 CFR Part 40 and analyzed in a Department of Health and Human Services (DHHS) approved laboratory.
  - r. **Evidential Breath Testing Device (EBT):** An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's Conforming Products List of Evidential Breath Measurement Devices (CPL).
  - s. **Invalid Drug Test:** The result of a drug test for a urine specimen that contains an unidentified adulterant or an unidentified interfering substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.
  - t. **Initial Validity Test:** The first test used to determine if a specimen is adulterated, diluted, or substituted.
  - u. **Legally Prescribed Drug:** A drug where the employee has a prescription or other written approval from a physician for the use of the drug in the course of medical treatment. The prescription must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. This misuse or abuse of legal drugs while performing City business is prohibited by City policy.
  - v. **Medical Review Officer (MRO):** A person who is a licensed physician and is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

- w. **Negative Test Result:** Drug test with a verified presence of the identified drug or its metabolite below the minimum levels specified in 49 CFR Part 40, as amended. An alcohol concentration of less than 0.02 BAC is a negative test result.
- x. **Non-Negative Test:** Test result found to be adulterated, substitute, invalid or positive for drug/drug metabolites. Non-negative results are considered a positive test or refusal to test if MRO cannot determine legitimate medical explanation.
- y. **Performing (a safety-sensitive function):** A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.
- z. **Positive Test:** Drug test with a verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49 CFR Part 40, as amended. A positive alcohol test result means a confirmed alcohol concentration of 0.04 BAC, or greater.
- aa. **Post-Accident Test:** A drug test administered to an employee when an accident (as previously defined) has occurred and the employee performed a safety-sensitive function that either contributed to the accident, or cannot be completely discounted as a contributing factor in the accident.
- bb. **Primary Specimen:** In drug testing, the urine specimen bottle that is opened and tested by a primary laboratory to determine whether the employee has a drug or drug metabolite in their system; and for the purpose of validity testing. The primary specimen is distinguished from the split specimen, defined in this section.
- cc. **Pre-Employment Test:** A drug test given to an applicant or employee who is being considered for a safety-sensitive position. The test is also administered when transferring an employee from a non-safety-sensitive position to a safety-sensitive position. Employers are also required to conduct a pre-employment test when a covered employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the employer's random selection pool during that time. The applicant or employee must be informed of the purpose for the urine collection prior to actual collection.
- dd. **Random Test:** A drug test administered annually to a predetermined percentage of employees who perform safety-sensitive functions and who are selected on a scientifically defensible random and unannounced basis.
- ee. **Reasonable Cause Test:** A drug test given to a current employee who performs in a safety-sensitive position, and who is reasonable suspected by one or more trained supervisors or company officials of using a prohibited drug or misusing alcohol.
- ff. **Refusal to Test:** A covered employee fails to provide a urine sample as required by 49 CFR Part 40, without a valid medical explanation, after they have received notice of the requirement to be tested in accordance with the provisions of this subpart, or engages in conduct that clearly obstructs the testing process. An employee is considered to have refused to test if they fail to do the following: (1) Appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer; (2) Remain at the testing site until the testing process is complete; (3) Provide a urine or breath specimen for any drug test required by this part or DOT agency regulations; (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen; (5) Provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was not adequate medical explanation for the failure; (6) Declines to take a second test the employer or collector has directed them to take; (7) Undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures; (8) Cooperate with any part of the testing process (i.e. refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process), if the MRO reports that there is verified adulterated, or substituted test result; or (9) Sign "step 2" of the alcohol testing form.

- gg. **Return-To-Duty Test:** An initial drug test prior to return to duty given to employees performing in safety-sensitive functions who previously tested positive to a drug test and are returning to safety-sensitive positions. A return-to-duty test is also required of an individual who has refused another type of test required by the FTA rule.
- hh. **Safety-sensitive Function:** Any of the following duties are considered safety-sensitive: (1) Operating a revenue service vehicle, including when not in revenue service; (2) Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License; (3) Controlling dispatch or movement of a revenue service vehicle; (4) Maintaining a revenue service vehicle or equipment used in revenue service, unless the recipient receives section 18 funding and contracts out such services; and (5) Carrying a firearm for security purposes.
- ii. **Screening Test (or initial test):** In drug testing, an immunoassay screen to eliminate "negative" urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.
- jj. **Screening Test Technician (STT):** A person who instructs and assists employees in the alcohol testing process and operates an ASD.
- kk. **Split-Specimen:** In drug testing, a part of the urine specimen that is sent to a primary laboratory and retained unopened, and is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.
- ll. **Stand-Down:** The practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test result.
- mm. **Substance Abuse Professional (SAP):** A person who evaluates employee who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing and aftercare.
- nn. **Substituted Specimen:** A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.
- oo. **Validity Testing:** The evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of the validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.
- pp. **Verified Negative (drug test result):** A drug test reviewed by an MRO and determined to have no evidence of prohibited drug use.
- qq. **Verified Positive (drug test result):** A drug test result reviewed by an MRO and determined to have evidence of prohibited drug use.
- rr. **Verified Test:** A drug test result or validity testing result from a Department of Health and Human Services certified laboratory that has undergone review and final determination by the MRO.

## **5.06 Drug and Alcohol Testing Procedures**

**A. Policy:** The City will use a drug and alcohol collection site that meets the standards established in 49 CFR Part 40 and a laboratory that is certified by the U.S. Department of Health and Human Services. All drug and alcohol testing will be conducted in conformance with the procedures and rules established by the federal Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations.

**B. Procedure:**

1. **Alcohol Testing:** Employees will be required to submit to breath testing using a National

Highway Traffic Safety Administration (NHTSA) approved evidential breath testing (EBT) or a non-evidential alcohol screen device (ASD) using breath or saliva. A state-certified Breath Alcohol Technician (BAT) will administer an initial screening test. If the employee tests positive for alcohol, then the BAT will conduct a confirmation test. The City will take action based only upon the positive results of the confirmation test, 0.04 percent or greater. All procedures and steps used in conducting both the initial and confirmation tests will be performed in conformance with federal law and regulations.

- a. Preparation for Breath/Saliva Alcohol Testing: The following procedures summarize the procedures established by the Federal Motor Carrier Safety Administration (FMCSA) regulations implementing drug and alcohol testing under the federal law. These procedures are binding and are subject to change in the event the FMCSA or other government agency changes the regulations on drug and alcohol testing of employees in safety-sensitive positions.
  - i. When the employee enters the collection site, the BAT will require him or her to provide positive identification (i.e. photo I.D. or employer identification).
  - ii. The BAT will explain the test procedure to the employee, and show them the instructions on the back of the Alcohol Testing Form (ATF)(required to be used for all *and only* DOT covered alcohol tests performed).
  - iii. Employees will be required to complete Step 2 of the ATF and sign the certification. Refusal to sign the certification will be regarded as refusal to take the test, and the City will be notified immediately.
  - iv. The screening test will be conducted. The BAT will open an individually sealed, disposable mouthpiece in the view of the employee and attach it to the EBT. The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six (6) seconds or until an adequate amount of breath has been obtained. Following the test, the BAT will show the employee the test results.
  - v. If a saliva alcohol screen device (ASD) is utilized, a qualified Screen Test Technician (STT) will open the package in the presence of the employee, and instruct the employee to insert it into their mouth until it becomes saturated with saliva. Upon removal of the device from the mouth, the STT will ensure the test was activated and read the results displayed to the employee within 15 minutes of the test. If the test was not completed, one reattempt will be administered. If the reattempt is not successful, the employee will be directed to take a new test immediately, utilizing an EBT. A saliva alcohol screen device may only be utilized as a screening test.
  - vi. If the screening test is a breath alcohol concentration of less than 0.02, no further testing is required and the BAT will report the test to the employer as a negative.
  - vii. If the screening test is a breath alcohol concentration greater than 0.02, a confirmation test must be performed. The confirmation test will be conducted 20 minutes after completion of the screening test, employing the same procedure as using an EBT. During this period the employee must not eat, drink, belch or put any object or substance into their mouth.
  - viii. If the initial and confirmatory test results are different, the confirmation test result is deemed to be the final result. The employee will be instructed to sign the certification statement on step 4 of the ATF. It is *not* a test refusal if

the employee refuses to sign. The test results will be confidentially transmitted to the City immediately so the employee can be removed from the safety-sensitive function. If the alcohol test is positive, arrangements will be made to transport the employee from the collection site.

- ix. In situations where the City has been informed that an employee has not provided a sufficient amount of breath to permit a valid breath test, they will be directed to obtain, within 5 days, an evaluation from a licensed physician acceptable to the City, who has expertise in the medical issues raised by failing to provide enough breath.
  - x. If the employee's behavior constitutes a test refusal, the test will be terminated and the City will be notified of the refusal immediately. Test refusal will subject the employee to discipline, up to and including discharge. The following behaviors constitute an alcohol test refusal: failure to appear for the test within the designated time frame [this must be established by the City ], failure to remain at the testing site until the process is complete, failure to attempt to provide a specimen, failure to provide sufficient breath with no valid medical explanation, failure to undergo a medical examination associated with insufficient volume procedures, failure to sign the certification on step 2 of the ATF, and failure to cooperate with the collection process.
  - xi. Cancelled tests (as defined in Part 40.267) must be reported to the City within 48 hours, and the employee will be treated as if the test never occurred. A retest following a cancelled test is only allowed for a return-to-duty or follow-up test, otherwise a retest is strictly prohibited.
2. Drug Testing: The City will utilize a five (5) panel drug screen that consists of the following drugs: marijuana, cocaine, opiates (heroin, morphine, codeine), phencyclidine (PCP) and amphetamines. In instances where there is reason to believe an employee is abusing a substance other than the five drugs listed above, the City reserves the right to test for additional drugs under the City's own authority using standard laboratory testing protocols. Drug testing is conducted by analyzing an employee's urine specimen, through a testing lab certified and monitored by the Department of Health and Human Services (DHS). This procedure will include use of a split specimen testing procedure. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a certified lab. Only the primary specimen bottle is opened and used for the urinalysis. The split specimen bottle will remain sealed and stored at the lab. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee has 72 hours to request the split specimen be retested at the same lab or be sent to another certified laboratory for analysis, at the employee's expense. An employee who fails to notify the Medical Review Officer (MRO) within 72 hours of receiving the results of the positive test of their desire to have the split specimen tested shall be deemed to have waived their right to seek testing of the split specimen.
- a. Preparation for Drug Testing. The following procedures summarize those established by the Federal Motor Carrier Safety Administration (FMCSA) regulations implementing drug testing under the federal law. These procedures are subject to change in the event the FMCSA or other government agency changes the regulations on drug and alcohol testing of employees in safety-sensitive positions.
    - 1. Employees are to report to the collection site within the designated time frame [this must be established by the City] after receiving notification. Refusal to report for collection within the time frame or non-cooperation with the

- collection process will be considered a test refusal.
2. Upon entry to the collection site, employees will be required to provide positive identification (i.e. photo I.D. or employer identification). The collector will explain the basic collection procedures to the employee and show them the written instructions on the back of the Custody and Control Form (CCF).
  3. In the event both drug and alcohol tests are required, the alcohol test should be conducted first, if possible.
  4. Outer garments must be checked and pocket contents displayed to the collection site personnel. Any unacceptable items will be secured with the employee's other belongings. Employees have the right to retain their wallet and obtain a receipt for their belongings.
  5. The employee will be instructed to rinse and dry their hands and obtain (or observe the collector obtaining) a wrapped specimen container and break (or watch the collector break) the seal on the collection container.
  6. The employee will then be instructed to proceed to the privacy enclosure and provide at least 45 mL of urine in the collection container. The toilet is not to be flushed. The specimen should be returned to the collector as soon as possible. If an insufficient amount of urine is provided, the original specimen will be discarded and the employee will be given up to 3 hours and allowed to consume not more than 40 ounces of fluids to provide another specimen. The specimen may not be tampered with or substituted, and will be visually inspected for unusual color and sediment. The temperature of the specimen will be measured and must fall within an acceptable range.
  7. The employee will be required to provide another specimen under **direct observation** if the temperature falls outside the acceptable range, if the drug test result indicates that the employee's specimen was invalid, the collector notices any signs of adulteration, substitution or tampering with the specimen, the original positive, adulterated or substituted result was cancelled because the test of the split specimen could not be performed, or the MRO reported the specimen as negative and dilute and directs the City to conduct a recollection. The City may also direct a collection under direct observation if the test is return-to-duty or follow-up test. Any reason requiring a direct observation test will be fully explained to the employee. Refusal to cooperate with the request for a new collection under direct observation will be deemed a test refusal.
  8. After the specimen is given to the collection personnel, the collector will break the seal on the specimen bottles, pour the specimen into the primary and split specimen bottles, seal and label them in front of the employee. The employee will then be instructed to initial the labels to verify the specimen.
  9. Step 5 of the Custody and Control Form (CCF) must be completed by the employee. At this time the employee may also wish to indicate on the back of *their copy* of the CCF any medications that are currently being used, in the event the Medical Review Officer (MRO) contacts the employee to discuss the results of the test. Refusal to sign the form does not constitute a refusal to test, but will be noted by the collector in the remarks section of the CCF.
  10. The collector will complete their portion of the CCF and place the specimen bottles and copy one of the CCF inside a leak-resistant plastic pouch in front of the employee.
  11. The test results will be confidentially transmitted from the laboratory to the MRO in a timely manner. The MRO will then contact the employee and/or City

representative (if necessary) per 39 CFR 40.131.

12. If the test result of the primary specimen is positive, the employee may request within 72 hours of receiving the positive test results, that the MRO direct that the split specimen be tested in the same or different Department of Health and Human Services (DUBS) certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen.
13. Once the City is notified by the MRO of a verified positive, positive dilute, adulterated, or substituted test result, the City must immediately remove the employee from safety-sensitive job duties and cannot return the employee to safety-sensitive duty until they have successfully completed the return-to-duty process. The employee will also be removed from the safety-sensitive position pending the result of the test of a split specimen.
14. 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.
15. The employee will be directed to provide another specimen immediately if the City is notified of a cancelled test result for a pre-employment, return-to-duty or follow-up test.
16. In situations where an employee does not provide enough specimen they will be directed to obtain, within 5 days, an evaluation from a licensed physician acceptable to the MRO, who has expertise in the medical issues raised by failing to provide enough specimen.
17. Refusal by an employee to provide an adequate amount of urine or otherwise fail to cooperate with the testing process in a way that prevents the completion of the test will be considered grounds for disciplinary action, up to and including termination.
18. In the event of conflicting results between the initial test and the confirmation test, the confirmation test results will determine the outcome of the test.

**DRUG AND ALCOHOL FACT SHEETS**

<b>ALCOHOL FACT SHEET</b>	
<p><b>Detection Period: 12-24 hours.</b>                      Alcohol is a socially accepted drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.</p>	
<b>SIGNS AND SYMPTOMS</b>	
<ul style="list-style-type: none"> <li>• Dulled mental processes</li> <li>• Odor of alcohol on breath</li> <li>• Sleepy or stuporous condition</li> <li>• Slurred speech</li> </ul>	<ul style="list-style-type: none"> <li>• Lack of coordination</li> <li>• Possible constricted pupils</li> <li>• Slowed reaction rate</li> </ul>
<b>HEALTH EFFECTS</b>	
<p>The chronic consumption of alcohol (average 3 servings per day of beer [12 ounces], whiskey [1 ounce], or wine [6 ounce glass]) over time may result in the following health hazards:</p> <ul style="list-style-type: none"> <li>• Decreased sexual functioning</li> <li>• Dependency (up to 10% of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed "alcoholic")</li> <li>• Fatal liver diseases</li> <li>• Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast and malignant melanoma</li> <li>• Kidney disease</li> <li>• Pancreatitis</li> <li>• Spontaneous abortion and neonatal mortality</li> <li>• Ulcers</li> <li>• Birth defects (up to 54% of all birth defects are alcohol related)</li> </ul>	
<b>SOCIAL ISSUES</b>	
<ul style="list-style-type: none"> <li>• 2/3 of all homicides are committed by people who drink prior to the crime</li> <li>• 2 — 3% of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.</li> <li>• 2/3 of all Americans will be involved in an alcohol related vehicle accident during their lifetime.</li> <li>• The rate of separation and divorce in families with alcohol dependency problems is 7 times the average</li> <li>• 40% of family court cases are alcohol problem related</li> <li>• Alcoholics are 15 times more likely to commit suicide than are other segments of the population</li> <li>• More than 60% of burns, 40% of falls, 69% of boating accidents, and 76% of private aircraft accidents are alcohol related</li> </ul>	
<b>THE ANNUAL TOLL</b>	
<ul style="list-style-type: none"> <li>• 24,000 more people will die on the nation's highways due to the legally impaired driver</li> <li>• 12,000 more will die on the nation's highways due to the alcohol-affected driver</li> <li>• 15,800 will die in non-highway accidents</li> <li>• 30,000 will die due to alcohol caused liver disease</li> <li>• 10,000 will die due to alcohol-induced brain disease or suicide</li> <li>• Up to another 125,000 will die due to alcohol-related conditions or accidents</li> </ul>	
<b>WORKPLACE ISSUES</b>	
<ul style="list-style-type: none"> <li>• It takes one hour for the average person (150 lbs.) to process one serving of an alcoholic beverage from the body</li> <li>• Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body</li> <li>• A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.</li> </ul>	

## AMPHETAMINE FACT SHEET

**Detection Period: 2 – 4 days.**

Amphetamines are central nervous system stimulants that speed up the mind and body. The physical sense of energy at lower doses and the mental exhilaration at higher doses are the reasons for their abuse. Although widely prescribed at one time for weight reduction and mood elevation, the legal use of amphetamines is now limited to a very narrow range of medical conditions. Most amphetamines that are abused are illegally manufactured in foreign countries and smuggled into the U.S. or clandestinely manufactured in crude laboratories

**DESCRIPTION**

- Amphetamine is sold in counterfeit capsules or as white, flat, double-scored "mini-bennies." It is usually taken by mouth.
- Methamphetamine is often sold as a creamy white and granular powder or in lumps, and is packaged in aluminum foil wraps or sealable plastic bags. Methamphetamine may be taken orally, injected, or snorted into the nose.

**SIGNS AND SYMPTOMS OF USE**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Hyper-excitability, restlessness</li> <li>• Dilated pupils</li> <li>• Increase heart rate and blood pressure</li> <li>• Heart palpitations and irregular beats</li> <li>• Profuse sweating</li> <li>• Rapid respiration</li> </ul> | <ul style="list-style-type: none"> <li>• Confusion</li> <li>• Panic</li> <li>• Talkativeness</li> <li>• Inability to concentrate</li> <li>• Heightened aggressive behavior</li> </ul> |
|---|---|

**HEALTH EFFECTS**

- Regular use produces strong psychological dependence and increasing tolerance to the drug.
- High doses may cause toxic psychosis resembling schizophrenia.
- Intoxication may induce a heart attack or stroke due to spiking of blood pressure.
- Chronic use may cause heart and brain damage due to severe constriction of capillary blood vessels.
- The euphoric stimulation increases impulsive and risk taking behaviors, including bizarre and violent acts.
- Withdrawal from the drug may result in severe physical and mental depression.

**WORKPLACE ISSUES**

- Since amphetamines alleviate the sensation of fatigue, they may be abused to increase alertness because of unusual overtime demands or failure to get rest.
- Low dose amphetamine use will cause a short-term improvement in mental and physical functioning. With greater use or increasing fatigue, the effect reverses and has an impairing effect. Hangover effect is characterized by physical fatigue and depression, which may make operation of equipment or vehicles dangerous.

## COCAINE FACT SHEET

**Detection Period: 12 — 72 hours.**

Cocaine is used medically as a local anesthetic. It is abused as a powerful physical and mental stimulant. The entire central nervous system is energized. Muscles are tenser, the heart beats faster and stronger, and the body burns more energy. The brain experiences any exhilaration caused by a large release of neurohormones associated with mood elevation.

**DESCRIPTION**

- The source of cocaine is the coca bush, grown almost exclusively in the mountainous regions of northern South America.
- Cocaine Hydrochloride — "snorting coke" is a white to creamy granular or lumpy powder that is chopped into a fine powder before use. It is snorted into the nose, rubbed on the gums, or injected in veins. The effect is felt within minutes and lasts 40 to 50 minutes per "line" (about 60 to 90 milligrams). Common paraphernalia include a single edged razor blade and a small mirror or piece of smooth metal, a half straw or metal tube, and a small screw cap vial or folder paper packet containing the cocaine.
- Cocaine Base — a small crystalline rock about the size of a small pebble. It boils at a low temperature, is not soluble in water, and is up to 90 percent pure. It is heated in a glass pipe and the vapor is inhaled. The effect is felt within 7 seconds. Common paraphernalia includes a "crack pipe" (a small smoking device for vaporizing the crack crystal) and a lighter, alcohol lamp, or small butane torch for heating.
- Trade/street names include Coke, Rock, Crack, Free Base, Flake, Snow, Smoke, and Blow.

**SIGNS AND SYMPTOMS OF USE**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Financial problems</li> <li>• Frequent and extended absences from work</li> <li>• Increase physical activity and fatigue</li> <li>• Isolation and withdrawal from friends and activities</li> <li>• Secretive behaviors, frequent non-business visitors, delivered packages, phone calls</li> <li>• Unusual defensiveness, anxiety, agitation</li> <li>• Wide mood swings</li> <li>• Runny or irritated nose</li> <li>• Difficulty in concentration</li> </ul> | <ul style="list-style-type: none"> <li>• Dilated pupils and visual impairment</li> <li>• Restlessness</li> <li>• Sensation of bugs crawling on skin</li> <li>• High blood pressure, heart palpitations</li> <li>• Hallucinations</li> <li>• Hyper excitability &amp; overreaction to stimulus</li> <li>• Insomnia</li> <li>• Paranoia</li> <li>• Profuse sweating and dry mouth</li> <li>• Talkativeness</li> </ul> |
|---|---|

**HEALTH EFFECTS**

- Research suggests that regular cocaine use may upset the chemical balance of the brain. As a result, it may speed up the aging process by causing irreparable damage to critical nerve cells. The onset of nervous system illnesses such as Parkinson's disease could also occur.
- Cocaine use causes the heart to beat faster and harder and rapidly increases blood pressure. In addition, cocaine causes spasms of blood vessels causing strokes or heart attacks.
- Strong psychological dependency can occur with one "hit" of crack. Usually, mental dependency occurs within days (crack) or within several months (snorting coke). Cocaine causes the strongest mental dependency of any known drug.
- Treatment success rates are lower than for other chemical dependencies.
- Cocaine is extremely dangerous when taken with depressant drugs. Death due to overdose is rapid. The fatal effects of an overdose are not usually reversible by medical intervention.

**WORKPLACE ISSUES**

- Extreme mood and energy swings create instability. Sudden noises can cause a violent reaction.
- Lapses in attention and ignoring warning signals greatly increase the potential for accidents.
- The high cost of cocaine frequently leads to workplace theft and/or dealing.
- A developing paranoia and withdrawal create unpredictable and sometimes violent behavior.
- Work performance is characterized by forgetfulness, absenteeism, tardiness, and missed assignments.

## MARIJUANA FACT SHEET

**Detection Period: 2 — 7 days (casual use); Up to 30 days (chronic use).**

Marijuana is the most misunderstood and underestimated drugs of abuse. People use marijuana for the mildly tranquilizing and mood and perception altering effects it produces.

**DESCRIPTION**

- Usually sold in plastic sandwich bags, leaf marijuana will range in color from green to light tan. The leaves are usually dry and broken into small pieces. The seeds are oval with one slightly pointed end. Less prevalent, hashish is a compressed, sometimes tarlike substance ranging in color from pale yellow to black. It is usually sold in small chunks wrapped in aluminum foil. It may also be sold in an oily liquid.
- Marijuana has a distinctly pungent aroma resembling a combination of sweet alfalfa and incense.
- Cigarette papers, roach clip holders, and small pipes made of bone, brass, or glass are commonly used. Smoking "bongs" (large bore pipes for inhaling large volumes of smoke) can easily be made from soft drink cans and toilet paper rolls.
- Trade/street names include THC, Pot, Grass, Joint, Reefer, Acapulco Gold, Thai Sticks, Hash, and Hash Oil.

**SIGNS AND SYMPTOMS OF USE**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Reddened eyes (often masked by eyedrops)</li> <li>• Slowed speech</li> <li>• Distinctive odor on clothing</li> </ul> | <ul style="list-style-type: none"> <li>• "I don't care" attitude</li> <li>• Chronic fatigue and lack of motivation</li> <li>• Irritating cough, chronic sore throat</li> </ul> |
|---|--|

**HEALTH EFFECTS**

- When marijuana is smoked, it is irritating to the lungs. Chronic smoking causes emphysema-like conditions.
- One joint causes the heart to race and be overworked. People with undiagnosed heart conditions are at risk.
- Marijuana is commonly contaminated with the fungus *Aspergillus*, which can cause serious respiratory tract and sinus infections.
- Marijuana smoking lowers the body's immune system response, making users more susceptible to infection. The US Government is actively researching a possible connection between marijuana smoking and the activation of AIDS in positive human immunodeficiency virus (HIV) carriers.

**PREGNANCY PROBLEMS AND BIRTH DEFECTS**

- The active chemical, tetrahydrocannabinol (THC), and 60 other related chemicals in marijuana concentrate in the ovaries and testes.
- Chronic smoking of marijuana in males causes a decrease in sex hormone, testosterone, and an increase in estrogen, the female sex hormone. The result is a decrease in sperm count, which can lead to temporary sterility. Occasionally, the onset of female sex characteristics including breast development occurs in heavy users.
- Chronic smoking of marijuana in females causes a decrease in fertility and an increase in testosterone.
- Pregnancy women who are chronic marijuana smokers have a higher than normal incidence of stillborn births, early termination of pregnancy, and higher infant mortality rate during the first few days of life.
- In test animals, THC causes birth defects, including malformations of the brain, spinal cord, forelimbs, and liver and water on the brain and spine.
- Offspring of test animals who were exposed to marijuana have fewer chromosomes than normal, causing gross birth defects or death of the fetus. Pediatricians and surgeons are concluding that the use of marijuana by either or both parents, especially during pregnancy, leads to specific birth defects of the infant's feet and hands.
- One of the most common effects of prenatal cannabinoid exposure is underweight newborn babies.
- Fetal exposure may decrease visual functioning and cause other ophthalmic problems.

## MENTAL FUNCTION

Regular use can cause the following effects:

- Delayed decision making and diminished concentration
- Impaired short-term memory, interfering with learning
- Impaired signal detection (ability to detect a brief flash of light), a risk for users who are operating machinery
- Impaired tracking (the ability to follow a moving object with the eyes) and visual distance measurements
- Erratic cognitive function
- Distortions in time estimation
- Long term negative effects on mental function known as "acute brain syndrome", which is characterized by disorders in memory, cognitive function, sleep patterns, and physical conditions

### **Acute Effects:**

- Aggressive urges
- Anxiety
- Confusion
- Fearfulness
- Hallucinations
- Heavy sedation
- Immobility
- Mental dependency
- Panic
- Paranoid reaction
- Unpleasant distortions in body image

## WORKPLACE ISSUES

- The active chemical, THC stores in body fat and slowly releases over time. Marijuana smoking has a long term effect on performance.
- A 500 to 800 percent increase in THC concentration in the past several years makes smoking 3 to 5 joints a week today equivalent to 15 to 40 joints a week in 1978.
- Combining alcohol or other depressant drugs and marijuana can produce a multiplied effect, increasing the impairing effect of both the depressant and marijuana.

## OPIOID FACT SHEET

**Detection Period: 1 — 2 days.**

Opioids are commonly prescribed to relieve pain. They are often prescribed by doctors after surgery or to help patients with severe acute or chronic pain. Studies have shown that if taken exactly as prescribed by a medical professional, opioids are safe, can manage pain effectively, and rarely cause addiction. The problem occurs when they are abused.

**DESCRIPTION**

- Natural and natural derivatives — opium, morphine, codeine and heroin
- Synthetics — meperidine (Demerol), oxymorphone (Numorphan), and oxycodone (Percodan)
- May be taken in pill form, smoked, or injected, depending upon the type of narcotic used.
- Trade/street names include Smack, Horse, Emma, Big D, Dollies, Juice, Syrup, and China White

**SIGNS AND SYMPTOMS OF USE**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Mood changes</li> <li>• Impaired mental functioning and alertness</li> <li>• Constricted pupils</li> <li>• Depression and apathy</li> </ul> | <ul style="list-style-type: none"> <li>• Impaired coordination</li> <li>• Physical fatigue and drowsiness</li> <li>• Nausea, vomiting and constipation</li> <li>• Impaired respiration</li> </ul> |
|--|---|

**HEALTH EFFECTS**

- Needle users have a high risk for contracting hepatitis and AIDS due to the sharing of needles.
- Opioid use can increase pain tolerance. As a result, people could more severely injure themselves or fail to seek medical attention after an accident due to the lack of pain sensitivity.
- Opioid effects are multiplied when used in combination with other depressant drugs and alcohol, causing increased risk for an overdose.

**SOCIAL ISSUES**

- There are over 500,000 heroin addicts in the US most of whom are IV needle users.
- An even greater number of medicinal narcotic-dependent persons obtain their narcotics through prescriptions.
- Because of tolerance, there is an ever-increasing need for more narcotics to produce the same effect.
- Strong mental and physical dependency occurs.
- The combination of tolerance and dependency creates an increasing financial burden for the user.
- Costs for heroin can reach hundreds of dollars a day.

**WORKPLACE ISSUES**

- Unwanted side effects such as nausea, vomiting, dizziness, mental clouding and drowsiness place the legitimate user and abuser at higher risk for an accident.
- Opioids have a legitimate medical use in alleviating pain. Workplace use may cause impairment of physical and mental functions.

## PHENCYCLIDINE (PCP) FACT SHEET

**Detection Period: 2 — 7 days (casual use); Up to 30 days (chronic use).**

Phencyclidine (PCP) was originally developed as an anesthetic, but the adverse side effects prevented its use except as a large animal tranquilizer. Phencyclidine acts as both a depressant and a hallucinogen, and sometimes as a stimulant. It is abused primarily for its variety of mood-altering effects. Low doses produce sedation and euphoric mood changes. The mood can change rapidly from sedation to excitation and agitation. Larger doses may produce a coma-like condition with muscle rigidity and a blank stare with the eyelids half closed. Sudden noises or physical shocks may cause a "freak out" in which the person has abnormal strength, extremely violent behavior, and an inability to speak or comprehend communication

**DESCRIPTION**

- PCP is sold as a creamy, granular powder and is often packaged in one-inch square aluminum foil or folder paper "packets".
- It may be mixed with marijuana or tobacco and smoked. It is sometimes combined with procaine, a local anesthetic, and sold as imitation cocaine.
- Trade/street names include Angel Dust, Dust and Hog

**SIGNS AND SYMPTOMS OF USE**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Impaired coordination</li> <li>• Severe confusion and agitation</li> <li>• Extreme mood shifts</li> <li>• Muscle rigidity</li> <li>• Jerky eye movements</li> </ul> | <ul style="list-style-type: none"> <li>• Dilated pupils</li> <li>• Profuse sweating</li> <li>• Rapid heartbeat</li> <li>• Dizziness</li> </ul> |
|--|--|

**HEALTH EFFECTS**

- The potential for accidents and overdose emergencies is high due to the extreme mental effects combined with the anesthetic effect on the body.
- PCP is potentiated by other depressant drugs, including alcohol, increasing the likelihood of an overdose reaction.
- Misdiagnosing the hallucination as LSD induced, and then retreating with Thorazine, can cause a fatal reaction.
- Use can cause irreversible memory loss, personality changes, and thought disorders.
- There are 4 phases of PCP abuse. The first phase is acute toxicity. It can last up to 3 days and can include combativeness, catatonia, convulsions and coma. Distortions of size, shape, and distance perception are common. The second phase, which does not always follow the first, is a toxic psychosis. Users may experience visual and auditory delusions, paranoia, and agitation. The third phase is a drug-induced schizophrenia that may last a month or longer. The fourth phase is PCP-induced depression. Suicidal tendencies and mental dysfunction can last for months.

**WORKPLACE ISSUES**

- PCP abuse is less common today than in recent years. It is also not generally used in a workplace setting because of the severe disorientation that occurs.

**Pre-Employment Drug Testing Notification and Acknowledgement Form**

I, \_\_\_\_\_ (*print name*), hereby acknowledge and understand that as part of my application for employment for a position which involves the performance of safety-sensitive functions as defined by 49 CFR Part 655, as amended, I must submit to a urine drug test under the authority of the U.S. Department of Transportation, Federal Transit Administration. I acknowledge and understand that any offer of employment is contingent on the passing of the aforementioned drug test and I will not be assigned to perform a safety-sensitive function unless my urine drug test has a verified negative result having no evidence of prohibited drug use.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Print Name

\_\_\_\_\_  
Witness Job Title

*NOTE: Your application will not be considered for employment for a covered safety-sensitive position unless this acknowledgement is completed and signed.*

**Acknowledgement of City of Baraboo's Drug and Alcohol Testing Policy**

I, \_\_\_\_\_ (*print name*), hereby acknowledges that I have received a copy of the anti- drug and alcohol misuse program policy mandated by the U.S. Department of Transportation for all covered employees who perform a safety-sensitive function. I understand this policy is required by 49 CFR Parts 40 and 382, as amended, and has been duly adopted by the Council of the City. Any provisions contained herein which are not required by 49 CFR Part 382 or 49 CFR Part 40, as amended, that have been imposed solely on the authority of the City are designated as such in the policy document.

I further understand that receipt of this policy constitutes a legal notification of the contents, and that it is my responsibility to become familiar with and adhere to all provisions contained herein. I will seek and get clarifications for any questions from the City's contact person listed in the policy. I also understand that compliance with all provisions contained in the policy is a condition of my employment.

I further understand that the information contained in the currently approved policy is subject to change, and that any such changes, or addendum, shall be given to me in a manner consistent with the provision of 49 CFR Parts 40 and 382, as amended.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Print Name

\_\_\_\_\_  
Witness Job Title

**Release of Information Form**

<b>SECTION I. Completed by New Employer, Signed by Employee, and Provided to Previous Employer:</b>		
Employee Printed or Typed Name:		
Employee SS or ID Number:		
I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section 1-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT regulated testing items:		
<ul style="list-style-type: none"> <li>• Alcohol tests with a result of 0.04 or higher;</li> <li>• Verified positive drug tests;</li> <li>• Refusals to be tested;</li> <li>• Other violations of DOT agency drug and alcohol testing regulations;</li> <li>• Information obtained from previous employers of a drug and alcohol rule violation;</li> <li>• Documentation, if any, of completion of the return-to-duty process following a rule violation.</li> </ul>		
Employee Signature:	Date:	
New Employer Name:		
Address:		
Telephone Number:	Fax:	
Designated Employer Representative:		
Previous Employer Name:		
Address:		
Telephone Number:		
Designated Employer Representative (if known):		
<b>SECTION II. Completed by Previous Employer and Provided to New Employer:</b>		
In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:		
1. Did the employee have alcohol tests with a result of 0.04 or higher?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Did the employee have verified positive drug tests?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Did the employee refuse to be tested?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Did the employee have other violations of DOT agency drug & alcohol testing regulations?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Did a previous employer report a drug and alcohol rule violation to you?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Note: If you answered "yes" to Question 5, you must provide the previous employer's report. If you answered "yes" to Question 6, you must transmit the appropriate return-to-duty documentation (i.e., SAP reports, follow-up testing record).</b>		
Name of person providing information in Section 11-A:		
Title:	Telephone Number:	
Date:		

**Post-Accident Drug and Alcohol Test Decision Documentation Form**

Accident Report Number:		Name of Employee:	
Location of Accident:			
Accident Date:		Time:	
Report Date:		Time:	
Identification Number:			
Job Title/Position:			
Result of Accident (check all that apply):			
Fatality		Employee injury requiring transport to hospital	
Disabling damage to one or more City vehicles		Non-employee injury requiring transport to hospital	
Disabling damage to non-City vehicle		Employee injury not requiring transport to hospital	
Other vehicle damage		Non-employee injury not requiring transport to hospital	
		Other, specify:	
Was the employee sent for a post-accident test?		Yes	No
If no, explain:			
Decision to test: FTA Authority		Yes	No
City Authority		Yes	No
1. Type of Test:		Drug	Alcohol
2. Supervisor making determination:			
3. Notification of test: Date:		Time:	
4. Test Conducted: Drug		Date:	Time:
Alcohol		Date:	Time:
5. Did the alcohol test occur more than 2 hours from the time of the accident? Yes No Explain:			
6. If no alcohol test occurred because more than 8 hours elapsed from the time of the accident, please explain:			
7. Did the employee leave the scene of the accident without just cause? Yes No		If yes, explain:	
8. If no drug test was performed because more than 32 hours had passed since the time of the accident, please explain:			
9. If the employee indicated recent use of prescription or over-the-counter medications, please complete a confidential medical report			
Other Comments:			
Supervisor Signature		Date	
Attachment: Order to Test Chain of Custody Test Result Summary Alcohol Testing Form			

### Sources for Informational Materials – AODA Assistance

1. **National Clearinghouse for Alcohol and Drug Information (NCADI)**, PO Box 2345, Rockville, MD 20852. (800) 729-6686 or (301) 468-2600. The Clearinghouse can provide fact sheets, films, posters, pamphlets, and brochures at no or low cost. Multilingual materials and a free quarterly catalog are also available.
  
2. **State Substance Abuse Clearinghouse:**  
  
Wisconsin Clearinghouse for Prevention Resources  
1552 University Avenue  
Madison, Wisconsin 53726-4085  
Voice: (608) 262-7507  
Toll Free: (800) 248-9244  
Fax: (608) 262-6346  
[E-mail: nkendall@wisc.edu](mailto:nkendall@wisc.edu)  
<http://www.uhs.wisc.edu/wch/>
  
3. **Drug-Free Workplace help line, Center for Substance Abuse Prevention.** (800) 843-4971 operates from 9:00 a.m. to 8:00 p.m. EST, Monday — Friday. Provides information on policy, drug testing, employee assistance programs models, and related topics. Offers literature at no cost to employers. Referrals to other information sources and lists of consultants by geographic area are available.
  
4. **Partnership for a Drug Free America**, 405 Lexington Avenue, New York, NY 10174-0002. (212) 922-1560. Provides high quality, high impact messages in the form of posters, audiotapes, and videotapes. No charge, but a donation will be requested.

### **Sources of Community Service Hot Line Telephone Numbers**

1. American Council on Alcoholism Help line — (800) 356-9996
2. National Cocaine Hot line — (800) COCAINE or (800) 662-HELP
3. National Council on Alcoholism and Drug Dependence Hope Line — (800) NCA-CALL
4. National Institute on Drug Abuse Hot line — (800) 662-HELP
5. Alcoholics Anonymous — (800) 870-3795
6. Narcotics Anonymous — see local directory
7. Local United Way
8. National Directory of Drug Abuse and Alcoholism Treatment and Prevention Programs. Directory Published by the U.S. Public Health Service, Rockville, MD.
9. Wisconsin alcohol and drug abuse agencies.
10. Yellow Pages directory under "Social Service Agencies."

## 5.07 Ethics Code

- A. **Policy:** Employees are expected to adhere to the City's Ethics Code, which is fully incorporated herein by reference. The complete Ethics Code can be found in Chapter 1 of the City's General Code of Ordinances.
- B. **Procedure:** If an employee is believed to have violated the City's Ethics Code, or has, in fact, violated the City's Ethic Code, the procedures set forth in the City's General Code of Ordinances, Chapter 1, in addition to this Handbook, as applicable, are to be followed.

## 5.08 Grievance Procedure

- A. **Policy:** The City of Baraboo has established this Grievance Procedure Policy for an employee to utilize for matters concerning (i) discipline, (ii) termination, and/or (iii) work place safety that are covered by this policy. This policy provides an employee with the individual opportunity to address concerns regarding discipline, termination or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the Common Council of the City of Baraboo.

The City expects employees and management to exercise reasonable efforts to resolve any questions, problems or misunderstandings prior to utilizing this policy. An employee subject to a contractual grievance procedure shall follow the contractual grievance procedure to the extent those procedures cover the matters covered by the Grievance Procedure. An employee subject to statutory dispute resolution procedures shall be subject to those procedures to the extent those procedures cover the matters covered by the Grievance Procedure. This Grievance Procedure does not create a legally binding contract.

The City reserves all rights and this policy does not create a contract of employment. Employees of the City Baraboo are employed at-will and may resign with or without reason. The City may terminate the employment relationship at any time with or without reason and without violation of applicable law.

- B. **Procedure:**

1. **Definitions:** For the purpose of this policy, the following words and terms shall have the following meanings:
  - a. **Administration** means the City Administrator or designee who is authorized to respond to a grievance filed by an employee.
  - b. **Employee** means all full-time and part-time employees of the City, not including those employees subject to a collective bargaining agreement addressing employee discipline, termination and workplace safety, statutorily appointed individuals identified specifically in statute as serving at the pleasure of an appointing authority, elected officials, and independent contractors.
  - c. **Employee discipline** means an employment action that results in disciplinary suspension, with or without pay, disciplinary termination, or disciplinary demotion. "Employee discipline" does not include oral reprimands or warnings, written reprimands or warnings, performance improvement plans, performance evaluations or reviews, documentation of employee acts or omissions, administrative leave or suspension with or without pay, non-disciplinary wage, benefit or salary adjustments, changes in assignment, action taken

pursuant to an ordinance created under §19.59(1m), Wisconsin Statutes, or other non-material employment actions.

- d. **Grievant** means the employee who has filed a grievance with the City.
  - e. **Termination** means a separation from employment by the employer for disciplinary or quality of performance reasons. "Termination" does not include layoff, furlough or reduction in workforce, job transfer, non-disciplinary demotion, reduction or position elimination based on failure to meet qualifications, resignation, abandonment, retirement, nonrenewal of contract, death, separation as a result of disability, action taken pursuant to an ordinance created under §19.59(1m), Wisconsin Statutes., or the end or completion of temporary employment, seasonal employment, contract employment, or assignment.
  - f. **Workplace safety**, which shall be narrowly construed and not construed to include basic conditions of employment unrelated to physical health and safety, means conditions of employment related to the physical health and safety of employees, as long as such conditions are not enforceable under state or federal law, and includes safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk. "Workplace safety" does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, sick, family, or medical leave, work schedules, breaks, termination, vacation, performance reviews, and compensation.
2. Matters Not Covered By This Policy:
- a. The scope of a grievance that is subject to the jurisdiction of a governmental body or specific procedure by other Wisconsin Statutes shall be governed by those statutes and not this policy
  - b. The scope of a grievance that is subject to a grievance procedure in a collective bargaining agreement may not be brought forth under this policy.
  - c. The scope of a grievance that is subject to other Policy or Ordinance for formal or informal investigation or dispute resolution procedures may not be brought forth under this policy.
3. Grievance Steps:
- a. Verbal Grievance and Dispute Resolution. Within five (5) working days of the employee discipline, or actual or reasonable knowledge of the workplace safety issue, and prior to filing a written Grievance, the Grievant must discuss the dispute with the supervisor who made the decision. The supervisor and employee must informally attempt to resolve the dispute. The supervisor shall notify the City Administrator of this meeting and the results of the meeting.
  - b. Written Grievance Submission. The employee must file a written Grievance within fifteen (15) working days of the termination, employee discipline, or actual or reasonable knowledge of the work place safety issue. The Grievance must be in writing and must be filed with the supervisor and with a copy to the City Administrator. The Grievance shall contain a clear and concise statement of the pertinent facts, the dates the incidents occurred, the identities of the persons involved, documentation related to the Grievance in possession of the Grievant, the steps taken to informally resolve the dispute and the results of those discussions, all reasons why the actions of the supervisor should be overturned, if applicable, and the remedy that should be issued. A Grievance alleging a workplace safety issue shall also identify the workplace rules allegedly violated, if applicable.

- c. Representation. The Grievant shall have the right to representation during the Grievance procedure at the Grievant's expense. The representative may be an attorney or a personal advocate selected by the Grievant. The representative shall not be a material witness to the dispute.
- d. Administrative Response. The Administration shall meet with the Grievant within ten (10) working days of receipt of the written Grievance to discuss voluntary resolution of the Grievance. If those discussions do not resolve the Grievance, then the Administration will provide a written response to the Grievance within five (5) working days of the meeting. The written response shall contain a statement of the date the meeting between the Administration and the Grievant occurred, the decision to sustain or deny the Grievance, and the deadline for the Grievant to appeal the Grievance to an Impartial Hearing Officer.
- e. Importance of Timelines and Process. A Grievance will be processed pursuant to the established timelines. A Grievant may advance a Grievance to the next step if a response is not provided within the designated time frames. A Grievant may not file or advance a Grievance outside of the designated time frames. The Administration may advance a Grievance to the next step at the written request of either the Grievant or the Administration. The timelines may be modified by written mutual agreement of the Grievant and Administration. The failure of the Grievant to follow the timelines and other requirements in this policy shall result in the Impartial Hearing Officer not having jurisdiction over this matter and shall terminate the Grievance Procedure for that Grievance. The Impartial Hearing Officer shall have the authority to determine whether the Impartial Hearing Officer has jurisdiction, which may be subject to review by the governmental body.
- f. Scheduling. Grievance meetings and hearings will typically be held during the Grievant's off-duty hours. Time spent in Grievance meetings and hearings will not be considered as compensable work time.
- g. Individual Claim. Any Grievance filed regarding workplace safety must relate to issues personal to the Grievant filing the Grievance and may not relate to, without limitation by enumeration, safety of property, or third parties. A Grievance filed regarding workplace safety must be filed by the Grievant claiming he or she has been personally affected by the alleged workplace safety violation.
- h. Impartial Hearing. The decision of the Administration as to the Grievance shall be final unless the Grievant files a written appeal requesting a hearing before an Impartial Hearing Officer. The written appeal shall be filed with the City Administrator and within ten working days of the Administrative Response. If no Administrative Response has been filed within the time limits of the Policy, then the written appeal shall be filed within ten working days of the voluntary resolution meeting.
  - i. Costs. Each party shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees, in investigating, preparing, or presenting a grievance. The fees of the Impartial Hearing Officer shall be paid for equally by the Grievant and the City.
  - ii. Selection of Hearing Officer. Following receipt of the appeal requesting a hearing before an Impartial Hearing Officer, the Administration shall provide the name of the person who shall serve as an Impartial Hearing Officer. The Impartial Hearing Officer shall be assigned and notice provided to the Grievant within ten working days of the receipt of the appeal. The Impartial Hearing Officer shall be a Sauk County Court Commissioner or an attorney representing a Sauk or Columbia County

- municipality, unless a mutually agreed upon alternative Impartial Hearing Officer is selected by the Administration and Grievant.
- iii. Administration Representative. The Administration shall be represented before the Impartial Hearing Officer by the City Administrator, Department Head, and/or the City Attorney.
  - iv. Conciliation. Prior to the Hearing, the parties and Impartial Hearing Officer may engage in conciliation meetings to resolve the dispute. In cases involving allegations of workplace safety, the conciliation meeting shall be mandatory and shall occur not more than ten working days after assignment to the Impartial Hearing Officer. The Impartial Hearing Officer's involvement in any conciliation process shall not disqualify the Impartial Hearing Officer from hearing the merits of any Grievance unless all parties agree to replace the Impartial Hearing Officer.
  - v. Pre-Hearing Conference and Timelines. The Administration, Grievant and Impartial Hearing Officer shall conduct a pre-hearing conference and select a date for hearing not more than thirty (30) calendar days from the date of assignment of the Impartial Hearing Officer. The Impartial Hearing Officer shall assign dates for preliminary matters that may arise prior to the hearing.
  - vi. Record of Proceedings. The Impartial Hearing Officer shall conduct the proceedings and make a record of the proceedings. Following the issuance of the decision, the record shall be provided to the City Clerk for preservation.
  - vii. Burdens. The Grievant shall bear the burden of production and burden of proof. The rules of evidence shall not be strictly followed, but no factual conclusions may be based solely on hearsay evidence. Not less than ten days prior to the hearing, the Grievant and the Administration shall exchange lists of witnesses and documentary evidence that they intend to introduce at the proceedings.
  - viii. Written Response. After receiving the evidence and closing the hearing, the Impartial Hearing Officer shall issue a written response. The Impartial Hearing Officer may request oral or written arguments and replies. The recommendation shall contain findings of fact, analysis and a recommendation. The Impartial Hearing Officer must answer the following question: Based on the preponderance of the evidence presented, has the Grievant proven the decision of the Administration was arbitrary or capricious? The Impartial Hearing Officer shall file a written response within fifteen working days of the close of the hearing.
  - ix. Powers of the Hearing Officer. The Impartial Hearing Officer shall have the power to issue a response to the Grievance. The Impartial Hearing Officer shall have no power to issue any remedy, but the Impartial Hearing Officer may recommend a remedy. Remedial authority shall be subject to the determination and approval of the Personnel and Finance Committee and shall be addressed by that Committee in the event the Grievance is sustained.
- I. Appeal to Common Council. The non-prevailing party to the impartial hearing may file a written request for review by the Common Council within ten working days of receipt of the Impartial Hearing Officer's written response.
    - i. Written Appeal. The written notice of appeal shall contain a statement explaining the reasons for the appeal and a copy of the Grievance, the Administration's response to the Grievance, and the Impartial Hearing Officer's response. The written notice may not include information that was not presented at the Hearing. The request shall be filed with the Mayor and with a copy to the prevailing party.

- ii. Record of the Hearing. Upon appeal of the response of the Impartial Hearing Officer, a copy of the record shall be provided to the members of the Common Council.
- iii. Review. The Common Council shall review the record and determine whether a rational basis exists for the Impartial Hearing Officer's decision. The findings of fact of the Impartial Hearing Officer shall not be over turned unless clearly erroneous. In the event the Common Council does not sustain the Impartial Hearing Officer's decision, then the Common Council may render a new decision and remedy, request the Impartial Hearing Officer to take further evidence, assign an Impartial Hearing Officer to create a recommendation for the Common Council's review, or hold a new hearing and make an independent decision. The City Attorney shall provide legal advice to the Common Council during any review, and shall not represent position of the Administration at the review.
- iv. Additional Information. The Common Council may offer the Grievant and the Administration the opportunity to provide information to the Common Council in a meeting duly noticed for closed session or open session discussion. The Common Council may request written or oral arguments from each party.
- v. Decision of the Common Council. The Common Council shall hold a meeting within thirty (30) calendar days of the filing of an appeal of the decision of the Impartial Hearing Officer. A decision by the governmental body will be made within sixty (60) calendar days of the filing of the appeal unless the governmental body extends this time frame. All decisions of the Common Council involving the Grievance shall be by simple majority vote and in writing and filed with the City Clerk within five days of the date of the final decision. A copy of the final decision shall be delivered to the Grievant and the Administration. The Common Council's decision is final and is not subject to appeal.

## **5.09 Harassment and Discrimination in the Workplace**

**A. Policy:** It is the policy of the City that all employees have the right to work in an environment free of all forms of harassment. The City will not tolerate, condone, or allow harassment by any employee or other non-employees who conduct business with the City. The City considers harassment and discrimination of others to be forms of serious employee misconduct. Therefore, the City shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment and discrimination. A violation of this City policy can lead to discipline up to and including termination, with repeated violations, even if "minor," resulting in greater levels of discipline as appropriate. The purpose is to maintain a healthy work environment in which all individuals are treated with respect and dignity and to provide procedures for reporting, investigating, and resolving complaints of harassment and discrimination.

### **B. Procedure:**

1. Prohibited Activity (Sexual Harassment and Harassment).
  - a. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
    - i. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
    - ii. Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or

- iii. 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.
  - b. Harassment is any verbal, written, visual, or physical act that creates a hostile, intimidating, or offensive work environment or interferes with an individual's job performance.
    - i. No employee shall either explicitly or implicitly ridicule, mock, deride, or belittle any person.
    - ii. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race, color, sex, religion, age, disability, marital status, sexual orientation, national origin, and other forms of discrimination prohibited by the Wisconsin Fair Employment Act. Such harassment is a prohibited form of discrimination under state and federal employment law and/or is also considered misconduct subject to disciplinary action by the City.
- 2. Covered Individuals. Individuals covered under this policy include employees and applicants for employment, volunteers, members of the public, elected officials, and appointed boards and commissions.
- 3. Supervisory Responsibilities.
  - a. Each Supervisor shall be responsible for preventing prohibited activities as defined above by:
    - i. Monitoring the work environment on a daily basis for signs that harassment may be occurring;
    - ii. Training and counseling all employees on what constitutes harassment and sexual harassment, on the types of behavior prohibited, and the City's policy and procedures for reporting and resolving complaints of harassment;
    - iii. Stopping any observation that may be considered harassment, and taking appropriate steps to intervene, whether or not the involved employees are within his/her line of supervision; and
    - iv. Taking immediate action to prevent retaliation toward the complaining party or witnesses and to eliminate the hostile work environment where there has been a complaint of harassment, pending investigation. If a situation requires separation of the parties, care should be taken to avoid actions that appear to punish the complainant. Transfer or reassignment of any of the parties involved should be voluntary if possible and, if involuntary, should be temporary pending the outcome of the investigation.
  - b. Each Supervisor has the responsibility to assist any employee of the City who comes to that Supervisor with a complaint of harassment in documenting and filing a complaint with the internal investigations authority as designated by this agency.
  - c. Failing to carry out these responsibilities will be considered in any performance appraisal (evaluation) or promotional decision and may be grounds for discipline up to and including termination.
- 4. Employee Responsibilities. Each employee of this agency is responsible for assisting in the prevention of harassment through the following acts:
  - a. Refraining from participating in, or encouragement of action that could be perceived as harassment;
  - b. Reporting acts of harassment to a Supervisor; and
  - c. Encouraging any employee who confides that he/she is being harassed or discriminated

against to report these acts to a Supervisor.

5. Complaint Procedure.

- a. Initial Contact. Any employee encountering harassment is encouraged, but not required, to inform the person that his/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.
- b. Report to Supervisor. Any employee who has unsuccessfully attempted to terminate the harassment by the means stated in section a, above, and who believes that he/she is being harassed, shall report the incident(s) as soon as possible to his/her Supervisor so that steps may be taken to protect the employee from further harassment, and so that appropriate investigative and disciplinary measures may be initiated. Where doing so is not practical, the employee may, instead, file a written complaint with the City Attorney, City Administrator, or Mayor. Failure of any Supervisor or other person to whom the complaint is given to carry out the above responsibilities will be considered in any performance appraisal or promotional decision and may be grounds for discipline.
- c. Internal Investigation.
  - i. The Supervisor or other person to whom a complaint is given shall meet with the employee within 24-hours of receiving a complaint, or as soon as reasonably practicable, 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 the alleged harassment occurred. If the Supervisor or other person to whom a complaint is given does not feel qualified to meet with the employee, or feels there may be a conflict with meeting with the employee, the Supervisor must immediately notify the City Administrator or City Attorney.
  - ii. The Supervisor or other person to whom a complaint is given must immediately notify the City Administrator, City Attorney, and Chief of Police if the complaint contains evidence of criminal activity such as, but not limited to, stalking, criminal harassment, battery, rape, or attempted rape.
  - iii. After documenting the information regarding the complaint, the Supervisor must provide the documentation to the City Administrator and the City Attorney.
  - iv. Upon receipt of the documentation, the City Administrator will appoint an Internal Investigation Authority who will be responsible for investigating the complaint.
  - ~~av.~~ av. The Internal Investigation Authority will consist of, at minimum, the City Attorney.
  - ~~bvi.~~ bvi. The investigation shall include a determination of whether the allegations are true to a reasonable degree of certainty; whether other employees are being harassed by the person to a reasonable degree of certainty; and whether other City employees participated in or encouraged the harassment to a reasonable degree of certainty.
  - ~~evii.~~ evii. If the Internal Investigative Authority finds that there is reason to believe an employee violated this policy, the City Attorney will notify the City Administrator and the City Administrator shall determine what form of discipline shall be warranted, up to and including termination. If the person alleged to have violated this policy is not an employee, the City Administrator shall consult with the City Attorney about what action may be taken against the person.
  - ~~eviii.~~ eviii. If the Internal Investigative Authority finds that the allegation is not-sustained to a reasonable degree of certainty, or does not rise to the level of being a violation of this policy, no further action shall be taken by the Internal Investigative Authority beyond informing the employee who made the complaint of the outcome of the

investigation.

~~v. Failure of any Supervisor or other person to whom the complaint is given to carry out the above responsibilities will be considered in any performance appraisal or promotional decision and may be grounds for discipline.~~

d. Records. A file of harassment and discrimination complaints shall be maintained in a secure location with the City Attorney. The City Administrator shall be provided with an annual summary of these complaints.

e. Complaints to Outside Agencies. An employee must utilize the City's internal reporting procedure first. However, if after utilizing this procedure the complainant feels that the complaint has not been adequately addressed, the employee may file a complaint with either or both of the following:

i. State of Wisconsin Equal Rights Agency, 201 East Washington Avenue, Madison, WI 53703, Phone: (608) 266-6860, and/or

ii. Equal Employment Opportunity Commission, 310 West Wisconsin Avenue, Suite 800, Milwaukee, WI 53203-2292, Phone: 800-669-4000

If the employee exercises the reporting options of (i) or (ii) above, he/she must file a copy of the complaint with the City Attorney within 24 hours of filing of that complaint.

f. Confidentiality. The complaining party's confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances and to the extent permitted under the Wisconsin Public Records Law.

#### 6. Retaliation.

a. 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 illegal and is prohibited by this City and by Federal and State Statutes.

b. 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.

c. Monitoring to ensure that retaliation does not occur is the responsibility of the City Administrator, Supervisors, Department Heads and the Internal Investigative Authority.

#### 7. Definitions.

a. **Verbal Harassment**: Sexual innuendoes, degrading or suggestive comments, repeated pressure for dates, jokes of a sexual nature, unwelcome sexual flirtations, degrading words used to describe an individual, obscene and/or graphic descriptions 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 a suggested sexual relationship.

b. **Non-Verbal Harassment**: Sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, E-mail, the Internet or other such sources as a means to express or obtain sexual material, comments, etc., 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, treating an employee differently than other employees when they have refused an offer of sexual relations.

c. **Physical Harassment**: Unsolicited or unwelcome physical contact of a sexual nature, which may include touching, hugging, massaging, kissing, pinching, patting, or regularly brushing against the body of another person.

d. **Other Forms of Harassment**: Persistent and unwelcome conduct or actions on the basis of disability, age, sex, arrests or conviction record, marital status, religion, race, creed, color, national origin, ancestry, sexual orientation, membership in the military reserve, or use or nonuse of lawful products away from work and other forms of discrimination

- prohibited by the Wisconsin Fair Employment Act.
- e. **Harassment on Any Basis (race, sex, age, disability, etc.) Exists Whenever:** (i) Submission to harassing conduct, either explicit or implicit, is made a term or condition of an individual's employment; and/or (ii) Submission to or rejection of such conduct is used as the basis for an employment decision affecting an individual; and/or (iii) The conduct interferes with an employee's work or creates an intimidating, hostile, or offensive work environment.
  - f. **Unwelcome Conduct:** Sexual conduct is unwelcome whenever the person subjected to it considers it unwelcome. The conduct may be unwelcome even though the victim voluntarily engages in it to avoid adverse treatment.

### **5.10 Nicotine and Tobacco-Free Workplace**

**A. Policy:** As a place where public business is conducted and from which services to the citizens of Baraboo occur, State Law requires that the interior of all public buildings, areas, and vehicles be maintained as tobacco-free for the health, safety, and welfare of both the public and City employees. Furthermore, because the City is concerned about the health, safety, comfort, and welfare of its employees, all City buildings and vehicles are also nicotine and vape-free.

#### **B. Procedure:**

1. If an employee wishes to engage in chewing or smoking products containing nicotine or tobacco, including, but not limited to, cigarettes, chew, snuff, vapes and e-cigarettes, or smoke anything that does not contain nicotine or tobacco, such as herbal cigarettes or nicotine-free e-cigarettes, it shall be done outside City buildings and vehicles during the employee's break, lunch time, or personal time coming to or leaving work.
2. Employees shall not be allowed to take tobacco or smoking breaks during regular working hours.
- ~~1.3.~~ Smoking devices (cigars, cigarettes, pipe contents, etc.) and chewing tobacco products must be disposed of in the containers designated for such use and must not be deposited on the pavement or grounds of City property.

### **5.11 Standards of Behavior and Employee Work Rules**

**A. Policy:** The City believes that employees want to, and will do, a good job if they know what is required to perform their job properly. Each Supervisor is responsible for ensuring that the employee knows what is expected of him/her in their job. Further, it is City policy that employees are given ample opportunity to improve in their job performance.

The City has established rules pertaining to employee conduct, performance, and responsibilities so that all personnel can conduct themselves according to certain rules of good behavior and good conduct. The purpose of these rules is not to restrict the rights of anyone, but rather to help people work together harmoniously according to the standards we have established for efficient and courteous service for our citizens. Reasonable rules concerning personal conduct of employees are necessary if the facility is to function safely and effectively. Employees will be kept informed of department rules and changes to those rules by their Supervisor or Department Heads.

#### **B. PROCEDURE:**

1. Employees Shall:
  - a. Be efficient with a high standard of performance of assigned duties and

- responsibilities.
  - b. Report all absences to his/her Supervisor. (See FMLA and Discipline sections of this Handbook)
  - c. Conduct all duties and responsibilities without negligence in the use of City property.
  - d. Be courteous to other associates, citizens, peers, and management personnel. Courtesy is demonstrated both verbally and non-verbally.
  - e.. Practice good conduct.
  - f. Abide by the Ethics Code (see Ethics Code Section of this Handbook).
  - g. Obtain proper relief or authorization from his/her Supervisor before leaving assigned duties.
  - h. Adhere to safety rules.
  - i. Follow all City policies and codes.
2. Employees Shall Not:
- a. Use televisions or personal reading materials without authorization while on duty.
  - b. Be absent or tardy in reporting to work without proper notification or be willfully inefficient in the use of time.
  - c. Sleep on the job.
  - d. Use threatening, abusive or vulgar language while on duty.
  - e. Breach confidence, including misappropriation or unauthorized divulgence of confidential City information.
  - f. Falsify City records.
  - g. Unlawfully take any City property or the property of another person.
  - h. Deliberately damage City property.
  - i. Threaten or commit physical violence against another person, or engage in fighting.
  - j. Fill out or complete a City time record or timesheet for themselves or for another person without specific permission from a Department Head.
  - k. Carry an illegal weapon on City premises or within the scope of employment without proper authorization.
  - l. Carry any weapon on City premises or within the scope of employment without proper authorization.
  - m. Use or be under the influence of alcohol, intoxicants, illegal drugs, or non-prescribed controlled substances during the scope of employment.
  - n. Participate in the sale, purchase, attempted sale or purchase, possession or transfer of illegal drugs or non-prescribed controlled substances during the scope of employment.
  - o. Use City property for personal gain or favor.
  - p. File a false Workers' Compensation claim.
  - q. Be insubordinate or derogatory toward any City employee.
  - r. Act in an unprofessional manner at any time when representing the City.
  - s. Engage in excessive horseplay.
  - t. Publicly endorse services or products by virtue of their employment with the City.
  - u. Violate the law. The arrest or conviction for any felony, misdemeanor, or other offense that substantially relates to the circumstances of the employee's particular job as provided in §111.335, Wis. Stat., is prohibited.
3. DEFINITIONS~~Definitions:-~~
- ba. **Absent or tardy** – Each employee is important to the effective operation of the City. When an employee is not present at work at his/her expected times, someone else must do the employee's job or delay doing his/her own job while he/she waits for the employee to arrive. If the employee's job involves working with citizens, they

may grow frustrated if they can't reach the employee during scheduled work times. As a result, the City expects each employee to keep regular attendance and to be on time and ready to work at the beginning of the employee's scheduled work day. Of course, things will sometimes happen that will prevent an employee from showing up for work on time. For example, the employee may be delayed by weather, a sick child, or car trouble. If an employee is going to be more than ten minutes late, the employee should call his/her Supervisor. If the Supervisor cannot be reached, then the next person in a Supervisory position should be contacted. This notice should be given as far in advance as possible.

- b. **Fighting** – Verbal or physical fighting among employees is absolutely prohibited. Employees shall not engage in, provoke, or encourage a fight.
- c. **Horseplay** – Although the City wants its employees to have fun while they work, the City does not allow employees to engage in horseplay which is fun that has gotten loud and boisterous and out of control. Horseplay disrupts the work environment and can get out of hand, leading to fighting, hurt feelings, safety hazards, or worse.
- h. **Insubordination** – The City operates on a system of mutual respect between Supervisors and employees. Supervisors must treat their employees with dignity and understanding and employees must show due regard for their Supervisor's authority. Insubordination occurs when employees unreasonably refuse to obey the orders or follow the instructions of their Supervisors. It also occurs when employees, through their actions or words, show disrespect toward their Supervisors.
- j. **Language (Threatening, Abusive or Vulgar)** – The City expects its employees to treat everyone they meet through their jobs with courtesy and respect. Threatening, abusive, and vulgar language has no place in the business of the City. It destroys morale and relationships and it impedes the effective and efficient operation of the City's business. As a result, the City will not tolerate threatening, abusive, or vulgar language from employees while they are on the worksite, conducting City business, or attending City-related business or social functions.
- k. **Notification** – If an employee must miss a full day of work for reasons other than vacation, sick leave, or other approved leave, the employee must notify his/her Supervisor as far in advance as possible. If the employee cannot reach his/her Supervisor, another Supervisor should be contacted. If an employee is late for work or fails to appear without calling in as required by this policy or by other policies in this handbook, the employee will face disciplinary action up to, and including, termination
- l. **Sleep on the Job** – When an employee of the City arrives at work, he/she is expected to be prepared to work through their day. Employees who sleep on the job dampen morale and productivity, and deprive City taxpayers of their work obligation. As a result, the City does not allow any employee to sleep while at work. Employees who feel sick or are unable to finish the day because of weariness should talk to their Supervisor about taking the rest of the day off.
- m. **Violence** – Violence includes physical altercations, coercion, pushing and shoving, aggressive horseplay, intimidation, stalking, and threats of violence. The City will not tolerate violence in the workplace. Any comments about violence will be taken seriously and may result in an employee's termination. Employees should not joke or make off-hand remarks about violence. If an employee observed an incident or threat

of violence that is immediate and serious, immediately dial 911 and report it to the police. If the incident or threat does not appear to require police intervention, you should contact the City Administrator or the Mayor and report it as soon as possible. All legitimate complaints will be investigated and appropriate action will be taken. An employee will not face retaliation for making a complaint.

- n. **Weapons** – Weapons include firearms, knives, brass knuckles, clubs, bats, explosives, and other equipment whose design is specifically meant to cause harm or injury. Weapons are generally not allowed in the workplace; however, weapons may be required in certain positions where they are permitted. If your work requires you to use an item that may qualify as a weapon, you must receive authorization from your Supervisor to bring that item to the workplace or to use it in the workplace. Any employee found with an unauthorized weapon in the workplace will be subject to discipline, up to and including termination. Except for certified police officers, no employee shall carry a concealed weapon while employed, even if the employee has a valid permit authorizing the concealed carry of a weapon.

## Section 6 EDUCATION

### 6.01 NIMS/ICS Training

**A. Policy:** On June 14, 2005 the City of Baraboo Common Council approved Resolution 2005-34 which adopts the National Incident Management System (NIMS) as the standard for incident management.

**B. Procedure:**

1. The City requires all employees to complete the following courses to satisfy the intent of the above resolution:
  - a. IS-700.A National Incident Management System (NIMS) - An Introduction (available on-line), and
  - b. IS-100 Introduction to Incident Command System (available on-line)
2. Department Heads and other Supervisory Staff are required to complete the following:
  - a. IS-800.B National Response Framework - An Introduction (available on-line),
  - b. ICS-300 Intermediate ICS for Expanding Incidents; and, if expected to or may need to work in the Emergency Operations Center (EOC) (classroom delivery only), and
  - c. ICS-400 Advanced ICS for Command and General Staff, Complex Incidents and MACS for Operational First Responders (classroom delivery only).

### 6.02 Training and Training Programs

**A. Policy:** Department Heads may authorize the expenditure of up to \$500 for training sessions and travel if funds are planned for in the department's respective budget. Department Heads must obtain approval for their training from the City Administrator if more than \$500 with the following exceptions:

Position	Receives Approval From:
Police Chief	Mayor or City Administrator

Fire Chief	Mayor or City Administrator
Finance Director	Mayor or City Administrator
Street Superintendent	City Engineer, Mayor, or City Administrator
Utility Superintendent	City Engineer, Mayor, or City Administrator
Parks and Recreation Director	City Administrator
Library Director	Library Board
CDA Director	Community Development Authority Board
City Attorney	Mayor or City Administrator
City Engineer/Public Works Director	Mayor or City Administrator

**B. Procedure:**

1. Attendance for training at any out of state location by any City employee must be approved by the City Administrator and requires funding to be budgeted. (Also see section entitled "Use of City Vehicles" regarding travel arrangements.)
2. The City has various training programs for its employees as required by the Department of Safety and Professional Services (DSPS), most of which are designed for employee safety while on the job. Certain training is considered mandatory based on job responsibilities and exposure to dangerous equipment or situations. Certain training is mandated by government agencies and, therefore, is also mandatory. Training documentation records required by the DOC are maintained by the in the Finance Department. Other departments, such as the Water Utility, may also maintain records on required training.
3. The number and type of training programs available to employees is always changing. Those listed in this policy are only a sample of some of the training programs that are available and should not be considered all-inclusive. The City's desire to provide education and training opportunities for its employees is a growing area. Check with the Finance Department for the latest list of training and education programs available to City employees.
  - Personal Protective Equipment
  - Employee Right to Know and Hazard Communications Policy
  - Trenching and Excavating
  - Lockout/Tagout
  - Ethics Code
  - Confined Space Entry
  - Office Safety Training and Ergonomics
  - Bloodborne Pathogens
  - Fire Extinguisher
  - Hearing Conservation

## Section 7 INFORMATION TECHNOLOGIES

### 7.01 Adoption of Information Technology Policy

**A. Policy.** On April 9, 2019, the Common Council adopted the City's Information Technology Policy ("IT Policy"), which is applicable to all employees and which may be amended from time-to-time by the Council. A copy of this Policy is available on the City's website. The policies contained in this Handbook relating to Information Technologies are intended to

supplement the IT Policy. In the event of a conflict between this Handbook and the IT Policy, this Handbook shall apply.

### **City Use of Social Media**

~~**POLICY:** The City of Baraboo uses social media to interact with residents, businesses and visitors about public issues. The City's social media pages, including the City's Facebook page, is a moderated online discussion site and subject to Wisconsin Open Records Laws, and e-discovery laws and policies.~~

#### ~~**PROCEDURE:**~~

- ~~1. There will be one official City social media site on each social media platform (e.g., one official City Facebook Page, one official YouTube site). Each official social media site shall be run by the City Administrator or his/her designee.~~
- ~~2. City Departments may have social media sites. Each Department Head shall be responsible for determining whether a Department should have social media sites, or if the Department's information would be better shared on the main City sites. If a Department chooses to have social media sites, the Department is responsible for maintaining the site, including making regular postings to the site, training the employees authorized to post on the site, and ensuring the site is up-to-date.~~
- ~~3. All social media sites must, at minimum, contain a link prominently displayed that directs the user to the Website and Social Media Site Terms and Conditions for the City of Baraboo, which is available from the City Attorney.~~
- ~~4. Employees posting to a City's social media platform on behalf of the City must not post any material that is copyright protected or otherwise in violation of this Handbook.~~
- ~~5. The City reserves the right to delete unacceptable submissions and comments made on a City's social media site, including Facebook. The following are examples of unacceptable social networking content and comments: Profane or obscene language or content; Content that promotes, fosters, or perpetrates discrimination on the basis of race, creed, color, age, religion, gender, marital status with regard to public assistance, national origin, physical or mental disability, or sexual orientation; Solicitations of commerce; Infringement on copyrights or trademarks; and, confidential or non-public information. T~~
  - ~~a. The above notwithstanding, employees should not remove posts, content or comments placed on a City or Department social media, regardless of who posted it or the nature of the post, content or comment, without first consulting the City Attorney.~~
- ~~6. By creating a Facebook page, or any other form of social media, as a City, we create a limited public forum for purposes of First Amendment protections. This means that we are not able to indiscriminately monitor comments without potentially violating a person's constitutional rights. This does not mean the City has to allow all comments. The best way to address comments on the City's social media page is as follows: The opinions and comments expressed on this social media site do not reflect the opinions and positions of the City government, its officers, or employees. If you have any questions concerning the discussions, please contact the City Administrator's Office.~~

### **Electronic Communication and Information Systems Policy**

~~**POLICY:** The purpose of this section is to ensure that City management information technology issues and resources are coordinated on a City-wide basis, and to ensure the efficient and effective use of human and monetary resources of the City and all its agencies. An~~

~~Information Technology Committee ("ITC"), therefore, has been created. The work group members will be as determined by the City Administrator. The function of the Committee will be to review, monitor, develop, oversee, and coordinate information technology matters involving the City. No software should be installed on City-owned computer equipment without review and approval of the ITC.~~

**PROCEDURE:**

- ~~1. All proposed purchases of computer software, hardware, and peripherals are to be submitted to the City Administrator or his/her designee before purchase. The City Administrator or his/her designee will determine if the purchases need review by the Information Technology Committee. Authorization for purchases will come from the City Administrator or his/her designee. Departments will budget for purchases as per the work plan approved in their respective Departmental budget.~~
- ~~2. Employees should remember that electronic media and services provided by the City are the City's property and their purpose is to facilitate and support City business.~~
- ~~3. A Department Head may provide for a stricter policy of electronic communication and information systems use than is set forth in this policy.~~
- ~~4. Privacy isn't guaranteed. The City reserves and intends to exercise the right, at its discretion, to review, monitor, intercept, access and disclose all messages created, received or sent over the electronic communication and information systems for any purpose~~
  - ~~a. Employees should have no expectation of privacy regarding your use of the City's electronic communication and information systems. Any email sent or received on the system~~

~~may be reviewed by the City, and may be subject to open records requests, and therefore disclosure to the public.~~

~~b. All rules of ethics, confidentiality and nondiscrimination equally apply to electronic communications as they would to written communications.~~

~~c. Employees should assume that anything you write, forward or send could be made public by someone else.~~

~~5. Prohibited uses of electronic communication and information systems includes knowingly transmitting, retrieving or storing any communication that is:~~

~~a. Discriminatory or harassing.~~

~~b. Derogatory to any individual or group.~~

~~c. Obscene, as defined in §944.21, Wis. Stat.~~

~~d. Defamatory or threatening.~~

~~e. Engaged in for any purpose that is illegal or contrary to the City policy or business interests.~~

~~f. Engaging in or promoting any gambling, gaming, wagering, lotteries, or raffles.~~

~~g. Accessing sources limited to government use or sources under contract with the City.~~

~~6. Personal use of computers is discouraged, but if an employee does use a City computer for personal use, the following rules apply:~~

~~a. Personal use is limited to breaks, lunch or immediately before or after work.~~

~~b. Personal use must not interfere with the productivity of the employee or co-workers.~~

~~c. Personal use must not involve any prohibited activity.~~

~~d. Personal use must not involve large file transfers or otherwise deplete system resources available for business purposes.~~

~~e. Personal use should be conducted from a workstation that is not visible to the general public.~~

~~7. Protect your Passwords.~~

~~a. Employees shall not share or distribute their log-ins or passwords with others, except as may be necessary within a department.~~

~~b. No one shall monitor or intercept the files or electronic communications of others, hack into or attempt to gain access to systems or accounts not authorized for their use, or use other people's log-ins or passwords.~~

~~8. Use Common Sense: If it isn't nice enough to say or do in public, then don't do it on our computers!~~

~~9. Violations of this policy are subject to discipline up to and including termination.~~

## **7.02 Employee Use of Social Media**

**A. Policy:** City employees have a right to free speech, which includes statements made on the internet. However, when statements include information about the City that by their nature compromise public confidence in the City or may cause significant disruption in the work environment, the statements are restricted by this policy. Internet postings, even on sites that have some level of restriction, privacy, or security, are often accessible by far more people than the person posting the information may have intended or believed. Therefore, where City policies apply to any other written or oral forum, they also apply to internet websites, conversations, blogs, electronic mail, and social networking sites.

### **B. Procedure:**

1. Employees shall not release, either directly or indirectly, confidential information, or information that may reasonably be considered confidential, including information concerning investigations, crimes, accidents, training, contract negotiations, information discussed in closed session or violations of law, to persons outside ~~the except~~the City except

- as allowed by policy and shall treat as confidential the official business of the City.
2. Unless specifically authorized by policy or by the City Administrator or his/her designee, employees shall not represent themselves as employees of the City speaking on behalf of the City.
  3. Employees shall not make knowingly false statements related to the City.
  4. Employees shall not make statements that by their nature compromise public confidence in the City or may cause significant disruption in the work environment.
  5. Employees shall not make racially or sexually derogatory statements to the extent that they have an adverse impact on the City.
  6. Employees shall not violate any of the City's policies, including regarding harassment, retaliation, and discrimination.
  7. Employees shall not publicly endorse services or products by virtue of their employment with the City. This section is not intended to prohibit political speech as permitted by our political activity policy.

### **Internet Use – Web Linking**

~~**POLICY:** The City's website is used to enhance and promote the City, to make people aware of available community services, and to provide information about the City's operations and activities. The City's website is not a public forum for expressive activity.~~

~~Having a website allows the City to link to other web sites consistent with the above purpose. This is typically done in order to provide related information to someone coming to the City's website. The City exercises no editorial control over any of the information contained in these other organizations' websites. In addition, the City has no control over decisions made by these other organizations as to their website links. As a result, it is possible that someone starting with the City's website could eventually link to information that may not be related to the City, or that the viewer may find offensive, or that may negatively impact the City's website purpose. Such links may interfere with the purpose to which the City's website is dedicated. While this cannot be totally prevented, we can attempt to minimize the probability of it happening by developing some guidelines that can be used in determining whether the City should link to an organization's website. The City is not responsible for the content of any web site to which it provides a link. This policy applies to all Departments that have or maintain a website, including the City's primary website.~~

#### ~~**PROCEDURE:**~~

- ~~1. Guidelines for Website Inclusion on the City's Website.~~
  - ~~a. Government websites.~~
  - ~~b. Tourism websites related to the greater Baraboo area.~~
  - ~~c. Websites that contain community information, e.g., civic, recreational, educational, and the like, for the greater Baraboo area.~~
  - ~~d. School websites.~~
  - ~~e. Library websites.~~
  - ~~f. Websites that contain regional cultural information.~~
  - ~~g. Benevolent and charitable organizational websites that provide or promote local community services.~~
  - ~~h. Websites for organizations that are funded by the City.~~
  - ~~i. Websites of non-profit professional organizations of which the City or its agencies are members.~~
  - ~~j. Websites that contain information related to the greater Baraboo area deemed to be of use~~

- ~~to the City, its citizens, visitors, or businesses.~~
- ~~k. Websites of a similar character to sites listed above that would likewise support the City's website purpose.~~
- ~~2. Guidelines for Website Exclusion.~~
- ~~a. Websites containing information promoting any illegal activities.~~
- ~~b. Websites for which the focus is to market a particular commercial service or product (See Acknowledgments below).~~
- ~~c. Websites containing information that would violate any of the City's Affirmative Action policies, Equal Opportunity Ordinance, Ethics Ordinance, or that may be in violation of any other City ordinances, or state or federal laws.~~
- ~~d. Websites unrelated to the City of Baraboo and the surrounding community.~~
- ~~e. Websites for a specific political candidate or political party. Rather, the City may link to independent organizations such as the League of Women Voters.~~
- ~~f. Websites containing material that is harmful to minors.~~
- ~~g. Websites that are not consistent with the purpose of the City's Internet website set forth above.~~
- ~~h. Websites containing material that is obscene, profane, defamatory, libelous, or fraudulent.~~
- ~~3. Acknowledgments. From time to time, a for-profit commercial company may partner with the City on a particular project and/or they may contribute toward a project. An acknowledgment for that company's contribution can be made on the City's website. Including the company's logo along with the acknowledgment is also acceptable. In keeping with the above guidelines, no direct link should be made to the company's website.~~
- ~~4. Decision Making Authority. The decision to link to an organization's web site can be made by each individual department or Department Head or their designee. The City Administrator is available for consultation to assist in the decision. Organizations wishing to appeal the decision of an agency should be instructed to submit their appeal in writing to the City Administrator. The decision of the City Administrator shall be final. Any denial of a request to provide a link should be documented and forwarded to the City Administrator. After consultation with the City Attorney, links will be removed if found to be in violation.~~
- ~~5. The City reserves the right to limit the number of websites to which it links in order to ensure the usefulness and effectiveness of the website for its intended purpose.~~

### **7.03 Telephone Usage**

#### **A.**

**Policy:** Personal use of the City's telephone system is discouraged as is the personal use of a City cell phone or the use of a personal cell phone on City time. The City's telephone systems are furnished for conducting City business.

#### **B. Procedure:**

1. The City recognizes that from time to time it may be necessary to make or receive a telephone call on the City's telephone system for personal reasons. These calls should only occur when necessary and the utmost discretion should be used. Whenever possible these types of calls should be scheduled during an employee's lunch or break periods. Personal phone calls should be limited to taking care of matters that the employee is unable to accomplish during non-working hours.
2. Any communications involving toll fees or long distance charges must be recorded by the employee and the employee must reimburse the City for the charges. These types of calls are not encouraged and should only occur in emergency situations.
3. Obscene, offensive, illegal, or unprofessional communications are forbidden. There are

probably an infinite variety of examples of "unprofessional" communication. Employees must give careful thought to using business-like, professional manners when dealing with the party to whom they are speaking. The following list of phone content (which should not be considered as all-inclusive) is **expressly prohibited** on a City telephone system and a City cell phone:

- a. Obscene, profane, abusive, or threatening language.
  - b. Statements that may be construed as discriminatory or offensive by reference to race, national origin, gender, religion, age, disability, sexual orientation, or other legally protected criteria.
  - c. Reference to, or discussion of, any sexual acts, sexual relationships, dates, dating, or any personal relationships.
  - d. Communications that violate the personal privacy of, or are disrespectful of, any individual.
  - e. Communications in furtherance of any illegal activity, including, but not limited to, "football pools" and other forms of illegal gambling.
4. Unwarranted personal use of the City's telephone systems or a City cell phone during work hours may result in disciplinary action up to and including discharge.
  5. Employees may use their personal cell phone while working, although the use must be limited and should not interfere with the Employee's job. Employees are encouraged to use their personal cell phones during lunch and breaks. Excessive use of a personal cell phone during work hours may result in progressive disciplinary action up to and including discharge.

## Section 8 PROTECTIVE EMPLOYEES (Special Policies)

### 8.01 Police and Fire (Protective Employees) Policies

1. Command Call. In order to ensure the availability of a Police Department Command Officer, the police supervisors will be assigned command-call hours by the Police Chief. Officers assigned this duty will be compensated on a pro-rated scale of two (2) hours at their regular pay rate for every twenty-four (24) hours on call. When called to duty while on command-call status, non-exempt employees will be compensated at 1½ times their regular pay rate for actual time worked. Exempt employees will be compensated at their regular rate of pay for actual time worked. Officers must be able to respond to a call within one half (½) hour. The two (2) hour minimum for overtime call-in does not apply while on command-call status.
2. Standby Times
  - a. When protective employees are placed on an emergency standby status by the Chief of Police they will be paid eight (8) hours straight time pay for each twenty-four (24) hours of standby or pro-rata thereof.
  - b. Shift Differential.
    - i. Protective employees, with the exception of the Police Chief, Fire Chief and Fire Inspector who work between the hours of 3:00 P.M. and 7:00 A.M., will receive an hourly pay differential of 20¢.
    - ii. The Fire Inspector is required to be a Paid-on-Call Firefighter as a result of his/her position description. When the Fire Inspector responds to calls for service under the Paid-on-Call Firefighter portion of his/her position description during normal working hours no additional

compensation is received. When the Fire Inspector responds to calls for service outside of his/her normal working hours, the current compensation rate for Paid-on-Call Firefighter applies. The same holds true for any training or meetings attended in this capacity and timeframe.

- iii. Effective for all Police employees working on call: CTO is earned even if the employee is called in for OT, or are scheduled to work during the on call schedule.

3. Police Lieutenants Pay for "On Call" Duty. The captain or lieutenants are required to be on call for one or more weekends every other month, dependent on staff availability. The Police Chief is responsible for preparing the monthly on call duty roster. While on call, they are required to be able to be reached by phone (respond to any page in 10 minutes) at all hours and must be able to respond to work in less than 30 minutes. The lieutenants are compensated at 1 hour of CTO for every 12 hours they are on call. If they have to come on duty, they are compensated at the 1:1 ratio for time worked. The Captain and Lieutenants are exempt employees under FLSA and are also eligible for use of Flex Time as outlined in Section 4 of this handbook. Time worked should be recorded on the employee's timesheet along with a designation of whether the time is "on call" or Flex Time.
4. Non-protective Employees of the Police Department "On-Call" Duty.<sup>18</sup> Administrative Assistants are required to be "On-Call" to complete the mission of the police department during non-traditional working hours such as weekends and holidays. While on call, they are required to be able to be reached by phone (respond to any page in 10 minutes) at all hours and must be able to respond to work in less than 30 minutes. The non-protective staff is compensated at 1 hour of CTO for every 12 hours they are on call. If they have to come on duty, they are compensated for time worked as outlined in Section 4, "Overtime Pay" of this handbook.
5. Police Sergeants "Command Call." Police Sergeants assume command call on rotating weekend shifts. While on command call, they earn CTO at the rate of 1 hour for every 12 hours of on call time.

On Call Schedule:            Friday – 4 p.m. to midnight  
   Saturday and Sunday – all day  
   Monday – midnight to 8 a.m.

6. Police Captain or Lieutenants Pay for "On Call" Duty.<sup>19</sup> The Captain or Lieutenants are required to be on call for one or more weekends every other month, dependent on staff availability. The Police Chief is responsible for preparing the monthly on call duty roster. While on call, they are required to be able to be reached by phone at all hours and must be able to respond to work in less than 30 minutes. The lieutenants are compensated at 1 hour of Compensatory Time Off (CTO) for every 12 hours they are on call. If they have to come on duty, they are compensated at the 1:1 ratio for time worked. Lieutenants are exempt employees under FLSA and are also eligible for use of Flex Time as outlined in Section 4 of this Handbook. Time worked should be recorded on the employee's timesheet along with a designation of whether the time is "on call" or Flex Time.

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18        Added 5/6/16.

19        From AB's 4-29-16 email. This language differs slightly from what was already changed above in green color.

## Section 9 TRAVEL GUIDELINES

### 9.01 Expense Reimbursement

**A. POLICY:** Where an approved trip is necessitated by City-related business, seminars, or school, public officials and employees will be reimbursed for meals, lodging, or any other necessary expense provided that an expense sheet is completed and substantiated with any required explanations or receipts. All reimbursement costs are limited to city employees and public officials. The City Administrator must preapprove all out-of-state travel. The City Administrator must be advised in writing of all travel in the state requiring overnight stays. For the remainder of this policy, all references to employees also include public officials.

**B. PROCEDURE:**

1. All claims for meals must be supported by a detailed and itemized receipt from the establishment where the meal occurred.
2. No claim for meal reimbursement will be made from any establishment within the City except for a "working meal," that is, a meal which is essential and justified, both being considered an unavoidable element of the meeting or event and where the employee or officer has a substantive educational, technical assistance, policy-making, or similar role at the meeting or event. "Working meals" do not include meals at meetings and events attended purely out of interest, even when related to the employee's or officials established municipal capacity. All in-City meals that are reimbursed require Department Head, or in the case of a Department Head, the City Administrator's, approval and signature. Claims for meal expense reimbursement must represent actual, reasonable, and necessary expenses
3. Maximum permitted amounts are established by the Finance/Personnel Committee. The current rates are:

<b>Morning Meal [B]</b>	<b>Noon Meal [L]</b>	<b>Evening Meal [D]</b>
\$10.00	\$15.00	\$25.00
Depart before 6 A.M.	Depart before 10:30 A.M & return after 2:30 P.M.	Depart before 2:30 P.M. & return after 7 P.M.

Times of departure are per current IRS regulations, regardless of employee's work shift. The maximum allowable tip is 15 percent (15%) of the meal claim and is in addition to the figures shown above.

4. Any unusual amounts must be fully documented and accompanied by a full explanation of the reasonableness of such expenses. An unusual amount is a cost that is incurred outside the control of the individual.
5. No reimbursement will be made for the cost of alcoholic beverages.
6. No reimbursement will be made for alternate meals when meals are provided by the conference or training organization. Continental breakfasts provided free by hotels and conference sites are considered breakfast and therefore, additional breakfast meals will not be reimbursed. Snacks or beverages in-between meals will not be reimbursed as these are not considered meals unless they are taken in place of a meal.
7. Reimbursement for meals for employees will be allowed in conformance with the above guidelines on trips that necessitate an overnight stay and the condition that dinner is reimbursable if the employee leaves the workplace for the destination before 2:30 p.m.

8. Necessary travel related costs such as tolls, cab fares, gas for City vehicle, emergency costs (i.e., towing, disabling auto repairs), reasonable hotel/motel costs, entrance fees, and other forms of necessary travel related expenses must be itemized on an expense report and should be accompanied by receipts and explanations to the fullest extent possible. In the case of tolls, it is understood that a receipt may not be possible, but a record should be maintained and reported.
9. Usual and normal tips are reimbursable. Expenses for personal services are not reimbursable. Examples include valet, spa, salon, room service, phone, movies, room upgrades, etc.
10. For accounting purposes, employees should note if all or part of the expenses incurred on a trip have been previously budgeted, in what amount, and under what account number.
11. Use the City's Expense Report form to report expenses (A copy of the form can be found on the computer [P:/General/Forms/Expense Report.doc] or available in the Finance Department). Obtain the proper signature(s) to approve the expenses and forward to the Finance Department for disposition.
12. If a cash advance has been taken, be sure to show that on the Expense Report form so that the proper reimbursement or payment to the City is reflected.
13. City employees are expected to seek the lowest cost available travel method including bus, air fare and passenger train. If no significant discounts are available due to late booking, the pre-approval of the City Administrator for the expenditure is required. Employees will utilize bus, air or rail travel only when it is deemed the most efficient mode of transportation. Bus, air or rail travel may only be used for trips greater than 300 miles. Only scheduled commercial air, bus or rail travel may be used. It is expected that persons traveling to the same destination will car pool. No mileage will be paid to employees traveling with family members if another city employee is prohibited or discouraged from carpooling.
14. Employees of the same gender are expected, but not required, to share rooms if attending the same event. When family members travel with the employee, the city will reimburse the hotel rate for a single room.
15. IRS rules will govern concerning taxable meals. This generally only applies to day trips.
16. Picking up the Tab. Costs of 'the tab' will be divided equally among the participants involved and therefore will share equally the tax burden of the entire group. Anyone wishing to avoid this should request a separate bill and pay separately from 'the tab'.
17. City officers and employees will be reimbursed for the use of their private vehicles for trips on authorized City business at the IRS allowable rate in effect as of at the time the expenses are incurred. **NOTE:** The City has a vehicle that can be made available for transportation related to City business, seminars, training, and meetings and its use is encouraged. Refer to [the Section 9.01, "Use of City Owned Vehicles", policy section of this policy handbook](#) for how to reserve this vehicle and the rules applicable to its use.

## **9.02 Use of City-Owned Vehicles**

- A. Policy.:** This policy applies to every employee in all City departments except for those receiving a monthly car allowance.
- B. PROCEDURE.:**
  1. Generally, no City-owned motor vehicle is permitted to carry or convey any person who is not directly or indirectly engaged in a City service that is incidental to the use of such motor vehicle. Employees who are off on-call status and Department Heads who are assigned a vehicle may, due to the nature of work and the need to facilitate their availability, use a City owned vehicle for personal use within a ten mile radius of the City.
  2. Any City officer or employee who has the use of a City-owned vehicle will be required to reimburse

the City at the IRS mileage rate in effect as of January 1<sup>st</sup> year for personal use of a vehicle. Personal use will include transportation to and from an employee's or officer's home and his/her place of employment and any other use that is not related to or connected with the officer's or employee's job duties or other work for the City. If the transportation between an officer's or employee's home and place of employment is exempt as a taxable benefit under the Internal Revenue Service rules relating to use of a company owned vehicle, the officer or employee will not be required to reimburse the City for personal use of the vehicle for such travel. If this is the case, proper documentation should be noted in the employee's personnel file.

3. City-owned vehicles will be used outside the corporate limits of the City of Baraboo when such use involves routine City activities necessary to carry on the normal functions of the employee or officer using the vehicle. Any other use of a City-owned vehicle outside of the City will be subject to the prior approval by the appropriate Department Head or his/her designee. A City-owned vehicle may be used for transportation to and from approved training and seminars outside of the City.
4. Arrangements/reservations for use of the City-owned vehicle should be made through the Police Department where a record of the vehicle's availability is maintained and where keys are disbursed. The employee using the vehicle should promptly return the keys on the same or next business day.
5. Traveling companions with the same destination as the employee are allowed. All passengers and the driver must wear seatbelts. Unless an emergency arises, the Baraboo City employee must be the operator of the vehicle. Personal errands in the course of travel are not allowed when the employee is representing Baraboo on official business. There are a few exceptions such as:
  - a. Attendance at an out-of-town conference, staying overnight, and invited out to dinner by other conference attendees.
  - b. While at a conference, personal items from a pharmacy or store must be obtained.
  - c. On the way to or from the conference, before or after business hours, an outlet mall or bank, for example, is directly passed and a stop is made to pick up an item.
6. Any use of a City-owned vehicle not specifically covered in this policy will require the prior approval of the City Administrator. The determination whether the use of a City vehicle is a personal use subject to reimbursement to the City or a City related use, will be made by the City Administrator.
7. Employees using a City-owned vehicle must obey all traffic laws at all times while using the vehicle, and must report to their supervisor, Department Head, or the City Administrator if they receive any citations that attach to the vehicle (i.e., parking ticket, failure to pay a toll).
8. Employees shall promptly report all vehicle accidents to their supervisor, or the City Administrator, if damage was caused to the vehicle or the property of any other party, or whenever any personal injury resulted from the accident.
9. Employees transporting minors while on the job and for work related reasons must use a City-owned vehicle unless the employee receives permission to use their personal vehicle from the Department Head or City Administrator, except in a bone fide emergency.

## Section 10 MISCELLANEOUS POLICIES

### **10.01 Accident and Injury on the Job**

**A. Policy:** Any required medical attention or assistance must be gained immediately upon the occurrence of any accident or injury. Administratively there are rules that will need to be followed in order to insure that the occurrence is properly recorded, but making sure that the employee is safe and receiving any required medical attention is first and foremost.

**B. Procedure:**

1. If any injury is possibly serious or requires medical attention, 911 should be called before any other call is made. The Department Head or Supervisor and the City Administrator should be the next individuals informed of an incident. After these notifications, proper protocol should be followed and an appropriate course of action determined.
2. For information about injuries and accidents on the job, see the Workers' Compensation section of this handbook and contact the City Clerk's area where specific reporting forms (Accident/Incident Initial Report, Employee's Report of Accident/Incident, and Supervisor's Report of an Accident/ Incident) are available.
3. For any injury incurred on the job and involving time off, any Workers' Compensation claim shall be reported by the Department Head to the City Administrator with complete documentation within 24 hours of the incident. Upon receipt of information, the City Administrator may schedule a meeting with the Department Head, City Attorney, and other applicable individuals to evaluate the accident/injury and to develop a further course of action in terms of accident/injury prevention and/or light duty assignments (See separate Light Duty Policy section of this handbook).

## **10.02 Americans with Disabilities Compliance Policy**

**A. Policy:** The City will adhere to all applicable Federal and State laws, regulations, and guidelines with respect to providing reasonable accommodations to people with disabilities as required (where accommodations do not cause an undue burden on the City) to afford equal opportunity for all.

**B. Procedure:**

1. Requests for Reasonable Accommodation. A request for reasonable accommodation is a statement that an individual needs an adjustment or change at work, in the application process, in a benefit or privilege of employment for a reason related to a medical condition, or access to buildings, services, etc. The reasonable accommodation process begins as soon as the request for accommodation is made. A request does not have to use any special words, such as "reasonable accommodation" or "disability." An individual with a disability may request a reasonable accommodation whenever she/he chooses, even if she/he has not previously disclosed the existence of a disability.
2. Hiring/Promotions. Applicants/employees will be asked questions regarding their ability to perform job-related functions. Interview questions will not be phrased in terms of a disability. The City will make reasonable accommodations on a case-by case basis. The City's ADA Coordinator will determine what constitutes a reasonable accommodation. The following guidelines have been established:
  - a. An applicant/employee who needs an accommodation in the employment/promotion selection process shall request the accommodation from the ADA Coordinator. The job application will include these instructions so that an applicant/employee is aware of the necessary steps.

- b. An existing employee with a disability may request an accommodation from his/her supervisor or the ADA Coordinator.
  - c. Individuals from the general public may request an accommodation based on a qualifying disability.
  - d. All job descriptions have the essential functions of the job clearly listed and a job analysis is completed for each position.
  - e. The City will conduct a medical examination only after a job offer has been made. Information on any medical condition of an applicant/employee is maintained in strict confidence by the ADA Coordinator
3. Complaint Procedure. Employees, customers, citizens or visitors may file informal complaints by filing the complaint with the City's ADA Coordinator. The ADA Coordinator will be responsible for investigating the complaint and, when necessary, taking action to rectify the problem. The ADA Coordinator will also notify the complainant of the results of the investigation. Employees, customers, citizens, or visitors of the City may also file formal complaints with the Equal Employment Opportunity Commission (EEOC): U.S. Equal Employment Opportunity Commission, 1801 L Street, N.W., Washington, D.C. 20507.
4. Responsibilities.
- a. The City's ADA Coordinator shall be responsible for: providing guidance, training, and assistance to department heads, supervisors and employees on dealing with reasonable accommodations within their areas of responsibility; investigating, resolving, and making findings and recommendations on complaints of discrimination based upon a disability; determining reasonable accommodations of an individual upon the recommendation of the contracted Occupational Health Care Provider; reviewing the job analysis of positions to determine the physical abilities required to perform the essential job functions; coordinating reasonable accommodations for test administration and interview processes.
  - b. Supervisors and Department Heads are responsible for: providing input to the City's ADA Coordinator regarding the essential functions of a job and how a reasonable accommodation may be implemented; educating staff members on the practices and procedures laid out in this policy; cooperating with and understanding the practices in this policy.

### **10.03 Breast Pumping**

**A. Policy:** In compliance with Section 4207 of the Patient Protection and Affordable Care Act (P.L. 111-148), 29 U.S.C. §207(r)(1), female employees shall be allowed a break each time the employee needs to express breast milk. Such breaks shall be paid breaks provided that they do not exceed twenty minutes twice daily. If the breaks do exceed twenty minutes, or exceed twice daily, then that break shall be unpaid. An employee may, however, adjust her schedule with the consent of her supervisor so as to substitute lunch time, or work before or after regular hours to cover unpaid breaks for breast pumping.

**B. Procedure:**

- 1. The City will provide an accessible location allowing privacy (e.g., shielded from view and free from intrusion from coworkers and the public, a lock on the door) for breast pumping. An alternate accommodation may be requested to the employee's supervisor and will be granted so long as the request is reasonable. The locations include:

- a. City Administrative Building (101 South Blvd): Room C233
  - b. Fire Department (135 4<sup>th</sup> Street): Assessor's Office
  - c. Civic Center: Warming Kitchen (ground level)
  - d. Public Works Building: Copy Machine Room
2. Refrigerators are present in each building and may be used for the storage of breast milk.
  3. The City has a no tolerance policy regarding jokes and/or harassment based on breastfeeding

#### **10.04 Damage to Personal Belongings**

**A. Policy:** Upon the filing of a bona fide claim with the Department Head, and upon the completion and filing of appropriate paperwork, the City may reimburse an employee up to a maximum of two hundred dollars (\$200) per year for personal belongings that are accidentally damaged in the course of the employee's job. For all employees, personal belongings other than clothing that are damaged on the job (excluding normal wear and tear) and presented to the City shall be replaced by the City at no cost to the employee. Reimbursement of watches is limited to \$25.00 annually. Reimbursement of glasses shall be limited to similar frame and lenses as the glasses that were broken. Personal electronic devices, including, but not limited, to cell phones, MP3 players, iPads/iPods, tablets and e-readers, are excluded from reimbursement.

**B. Procedure:**

1. To submit a claim, the employee must timely submit a claim in writing to their Department Head.
2. All claims must be approved by the Department Head and City Administrator.

#### **10.05 Elected Officials**

**POLICY:** Except as otherwise provided in this Handbook, all policies, procedures, and benefits as stated herein will apply to all full-time elected officials except that portion referring to salaries, which portion will be established and set by ordinance as required by law.

**PROCEDURE:** N/A

#### **10.06 Exceptions to this Handbook**

**A. Policy:** The Common Council recognizes that it may be necessary to grant immediate and specific benefits to certain employees who will hold professional or high level Supervisory positions with the City in order to match the benefit package that the employee may have in his/her current position, i.e., vacation eligibility, sick time accumulations, etc. The Common Council, therefore, reserves the right to grant such immediate and specific benefits to an employee as the Council will determine to be necessary and appropriate under all the circumstances.

**B. Procedure:** When an exception to this Handbook is believed to be warranted or necessary pursuant to this Policy, the request will be brought to the City's Common Council by way of the City's Finance and Personnel Committee as soon as practicable.

#### **Identification-10.07 Identification Badges/Access Badges/Keys/Fobs**

**A. Policy:** To maintain a safe and secure workplace and to protect City staff, visitors, and assets, employees are issued identification badges. Some employees may also be access badges, keys, or key fobs. Employee identification badges will be issued by the Police Department. Some departments have specific departmental badges, which will be issued by those departments.

**B. Procedure:**

1. Access cards, keys, fobs and identification badges will be issued directly by, and returned directly to, authorized personnel. The person receiving the access card, key, fob or identification badge will follow the employee responsibilities as outlined in this policy. This includes access cards or keys being requested on behalf of contractors and vendors. It will remain the responsibility of the requestor to ensure compliance to this policy.
2. Department Heads or their designees are the only staff with authorization to request an access card, key, fob or identification badge, request modifications, or to request the deletion of an access card, key or fob for an employee within their department or an outside contractor.
3. Lost access cards, keys, fobs or identification badges are to be reported immediately to the employee's supervisor, whom will contact the issuer. Waiting to report lost access cards, keys, fobs or identification badges allows for a greater potential for security to be jeopardized.
4. It is necessary at times that access cards, keys, or fobs be issued to contractors to perform work within a City of Baraboo facility. Access cards, fobs and keys can be obtained and will be issued directly by authorized personnel to the Department Head or designee whom requested the access card or key. It is the Department Head or designee responsibility to inform the contractor of the terms of use, to ensure proper usage, and to ensure the access card, key, or fob is returned. A contractor is never to leave City premises with access cards, keys or fobs, unless prearranged with the Department Head or designee.
5. Tampering, duplication of any component, or any other inappropriate use relating to any City security system, access cards, keys, fobs or identification badges may result in discipline up to and including termination of employment.

## **10.08 Light Duty**

**A. Policy:** ~~The term~~ "Light Duty" is a special, short term, temporary work assignment that is not an employee's regular position. See the City's Safety Manual for additional information on Light Duty.

**B. Procedure:**

1. Light duty is reserved for an employee who has temporary medical restrictions and who is recuperating from an injury occurring while the employee was performing services growing out of an event incidental to his/her employment and is covered by the Workers' Compensation Act. In certain circumstances, at the discretion of the Department Head and City Administrator, light duty may be available to an employee who is recuperating from an injury not covered by the Workers' Compensation Act.
2. Light duty is temporary, and all assignments will have an end date that can only be extended by written notice. In the event the employee is not able to return to his/her regular pre-injury position at the end of the light duty work, the light duty will not become a long term or permanent job.
3. Light Duty may be part-time, at a different rate of pay, different location, have different hours, and different duties than performed in the employee's pre-injury position.

4. There is no guarantee of light duty work. The City of Baraboo may not be able to create a light duty position for all those with Workers' Compensation injuries. The amount and type of light duty work will vary from time to time based on changing needs and City budget. Provision for light duty work is at the discretion of the City as it determines is in its best interest at the time.
5. Written notices approved by the Department Head and the City Administrator will be given whenever a light duty work assignment is created. The notice will say that this is a temporary job and will state the end date. The City Administrator, or his/her designee, will be responsible for sending appropriate notices to employees placed on light duty assignments.

### **10.09 Mail Handling**

**A. Policy:** The events of September 11, 2001, necessitated that the City look at some of the ways it conducts business, primarily mail handling procedures. On October 16, 2001, this policy was created for immediate implementation.

**B. Procedure:**

1. All mail and package deliveries will be received at only one place in each building.
2. ~~DA~~-designated employees will sort all received mail and packages and should wear exam gloves while doing so. These are the same gloves as used for bloodborne pathogens and should not be re-used. If the designated employee does not have a supply of these gloves, contact the City Administrator.
3. Any suspicious mail must not be immediately delivered to the department. Suspicious packages must not be opened, shaken, or smelled. Suspicious mail and packages include, but are not limited to, mail and packages that:
  - a. Are addressed to someone no longer with the City or are otherwise outdated.
  - b. Have no return address or a return address that is not legitimate.
  - c. Are marked with restrictive endorsements such as "personal" or "confidential."
  - d. Have protruding wires, strings, odors, or stains (immediately notify the Police Department if any of these are found).
  - e. Show a city or state in the postmark that does not match the return address.
  - f. Have lopsided, bulky packaging or are excessively wrapped, taped, or tied.
  - g. Have an out-of-country return address or postmark.
4. Suspicious packages must be held at the point of delivery and the intended Department Head will be notified. The Department Head or his/her designee may view the package or mail and choose to accept it if it is expected, usual, or otherwise determined to be acceptable.
5. Suspicious packages will be stored until they are identified as acceptable or to be disposed of. The respective Department Heads will make this determination.
6. Questions about suspicious deliveries and how to handle them may be directed to the Police Department, to the Fire Department, or, depending on the urgency of the situation, by calling 911.

### **10.10 Payroll Services**

**A. Policy:** The City's payroll services are handled by the Finance Department. Please contact the Finance Department directly for more information about this policy.

**B. Procedure.:**

1. Court Required Collections. Various payments as dictated by the legal system, such as child support, can be made through the payroll deduction process.
2. Direct Deposit. The City requires employee compensation be issued through a direct deposit to the employee's savings or checking account at the bank of the employee's choice. In lieu of a paycheck, a voided pay document is issued to the employee. If a direct deposit is not deposited timely or correctly and it is due to circumstances beyond the City's control, the City shall not be responsible. All City employees must provide to the Finance Department information necessary for direct deposit, and must immediately inform the Clerk's office of any changes to said information.
3. Insurance. Health insurance, life insurance, and cafeteria plan deductions are handled through the payroll deduction process. More details on health insurance, life insurance, and the City's cafeteria plan can be found in the Benefits section of this policy handbook and by contacting the Finance Department.
4. Retirement. All eligible employees become participants in the Wisconsin Retirement Fund. The Finance Department will provide additional information on the State of Wisconsin Retirement Fund for each employee. When an employee is considering retiring, the Finance Department must be informed so they can provide any assistance necessary to get the required paperwork started.
5. United Way. Participants in the yearly United Way campaign may make their contributions through payroll deduction.

**10.11 Time Clock Administration**

**A. Policy.:** In departments where time clocks are used, general time clock regulations must be followed. Time clocks may be used as one of the acceptable means for keeping a record of hours worked by an employee.

A convenient locale and sufficient number of time clocks will be maintained in applicable departments in order to make the clocking-in and clocking-out of employees possible. Time clock cards meet the requirements of the Fair Labor Standards Act (FLSA) for records of hours worked if they accurately reflect the actual hours worked. Such cards, however, are not conclusive proof of time worked. If other evidence shows that an employee worked during periods in addition to those recorded on his/her time clock, he/she is entitled to compensation for those additional periods. In addition, an employer may not withhold compensation from an employee merely because the employee fails to punch in on a time clock.

Notwithstanding the above, time clock cards, if used, shall be the primary documentation used as the source for reporting time worked on the Weekly Timesheet. Each individual shall be furnished a blank time card at the beginning of each work week.

**B. Procedure.:**

1. Each department may establish rules for whether an employee must clock in and out each working day. Please consult with your Department Head for more information.
2. No employee shall be allowed to punch in or out for another employee. Violation of this rule may be grounds for disciplinary action up to and including termination of both employees.
3. Employees may clock in prior to their beginning work time in order to prepare to begin their

work at the appointed hour. These minutes are not compensable unless the employee actually begins working before his/her appointed time.

4. In the event of an occasional infraction of the assigned working hours, there will be a seven-minute grace period. More than the seven-minute grace period will be counted in fifteen minute increments. Infractions resulting in overtime will be paid only when overtime has been authorized.
5. Each department may establish rules for whether an employee must clock in and out lunch break. Please consult with your Department Head for more information.
6. Time posted to the Weekly Timesheet and Leave Record shall correspond exactly with those hours reflected on the employee's time card.
7. Time cards shall be maintained in a secure manner.
8. If it is discovered that a pattern of clocking in early or clocking out late exists, without the employee having secured prior approval for overtime hours, the Department Head should address this concern promptly with the employee. If continued misuse of time clocks is noted, appropriate disciplinary action should be taken.
9. Any time an employee leaves the City during the workday for other than work related business, the employee must "clock out." Upon returning to work, the employee must "clock-in."
10. If continued tardiness or absences are noted, progressive discipline steps may be taken to assist the employee in understanding their full responsibilities as they relate to their work hours and appropriate clocking in and out procedures.
11. The Department Head must sign any deviations from the required time clock punches. Your Supervisor MUST approve any changes from the assigned working hours in advance.

### **10.12 Tornado Warning**

**POLICY:** To insure that there is a safe location for City employees and members of the public who may be using any of the municipal buildings for protection when the threat of a tornado arises. This plan will help prepare in advance for the safest location in which to take shelter in any of the City's buildings. In addition to this policy, refer to the City's Safety Manual.

**PROCEDURE:**

1. DEFINITIONS:
  - a. **Tornado Watch:** Conditions are right for the development of a tornado. Continue with regular activities; however, be alert for changes in the weather and be prepared to act quickly.
  - b. **Tornado Warning:** A tornado has been spotted and shelter should be sought immediately.
2. Employees working in a municipal building or citizens/visitors to a municipal building may be alerted to a tornado watch for the Baraboo area if listening to the radio or by communication from someone who has heard there is a tornado watch. Upon notification of a tornado watch, the employee will monitor the radio until the weather situation clears. If a radio is not available, the employee will make arrangements to be notified by other means in case of a tornado warning.
3. Upon notification of a tornado warning via radio or by emergency warning siren, the employee(s) and any building visitors or citizens who find themselves in the following municipal structures will seek shelter immediately at the following designated shelter areas:

**If In-the:**

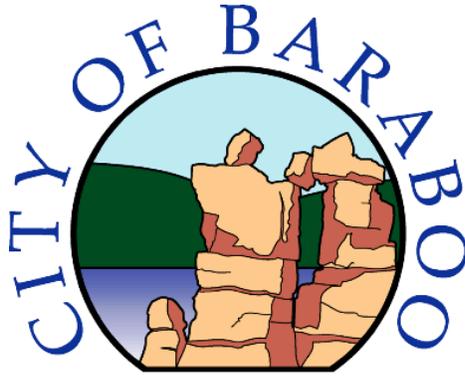
Alma Waite .....

**Seek Shelter at:**

Building Basement area of Fire Station (135 4<sup>th</sup> Street)

Attridge Park .....	building.
Campbell Park .....	West wall of the operation's shop area (basement).
Fire Station (135 4 <sup>th</sup> Street) .....	Basement of swimming pool building.
Civic Center .....	Basement area of Fire Station.
Donahue Apartments .....	Carpeted area within the gym (lowest level of the building).
Corson Square Apartments .....	Craft room or hallway on ground level. If unable to get to ground level, seek shelter in a bathroom as there aren't any windows and it is an inside wall.
City Services Center .....	Ground floor area between the two fire doors near the elevator. These doors should be closed for protection. If unable to do so, take shelter in a bathroom as there aren't any windows and it is an inside wall
Library .....	Shelter in the Parts Room.
Mary Roundtree Park .....	Basement of the building.
Multi-Purpose Pavilion @ Pierce Park ...	West wall of fieldhouse building.
Ochsner Park .....	Smallest inside room of the building.
Pierce Park .....	Zoo's west side building (Otter building).
Wastewater Treatment Plant .....	Women's restroom of ball diamond concession building.
	Basement of facility

4. Department of Public Works, Utility, and Parks and Recreation employees who may be out of any of the municipal buildings performing their duties in and around the City will be notified by radio, cell phone, or any other available means to insure that they are aware of the weather conditions and of the need to seek safe shelter.



**The Employee Performance  
Appraisal Process and  
Pay Plan Implementation Guidelines**

# 1 INTRODUCTION

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## THE EMPLOYEE PERFORMANCE APPRAISAL PROCESS

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The appraisal process identifies the categories and sets the benchmarks that must be attained in order for an employee to secure a particular rating. It is a means to measure performance, set goals, and identify the levels of proficiency one has or should attain in the job. Of particular importance is the review of past goals and achievements coupled with the setting of new realistic goals to be realized during the upcoming review period. This appraisal process can act as an educational tool and as a springboard for open, honest verbal exchange between an employee and management. Its impact will only be as far reaching as the effort both parties demonstrate by providing candid, truthful appraisal information.

It is intended that this document support the City of Baraboo's Pay Plan for Non-Union Employees and serve as a reference tool that will assist the Department Directors, Managers, Supervisors, Superintendents, and certain special commissions in conducting an employee appraisal. It should also be viewed as a supplement to performance appraisal training opportunities, and as a document that should be used in concert with other payroll and personnel information that is designed to handle personnel appraisal and wage issues.

This is a living document that will continue to undergo change and revision. As such, it has been set up in a fashion that will allow for easy replacement of specific pages within the document without the need to replace the entire document. All questions related to its contents may be directed to the City Administrator.

## PARTICIPANTS IN THE PROCESS - THE ROLES THEY PLAY

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### APPRAISAL PROCESS – THE ROLE OF THE COMMON COUNCIL:

Ratify recommendations from the Finance/Personnel Committee on all employee related matters requiring Council authorization.

### ROLE OF COMMITTEES, COMMISSIONS, AND BOARDS:

1. Special bodies such as the Community Development Authority, , and the Library Board will be responsible for carrying out those duties related to performance appraisal as relegated by statutory or code requirements in conjunction with the City Administrator, the Mayor, or the Finance/Personnel Committee to appraise the performance of those positions under their authority.

2. Perform the duties as set forth in City Code.

#### ROLE OF THE FINANCE/PERSONNEL COMMITTEE

1. Review and recommend to Council the pay plan adjustment level each year for the upcoming year. If possible, this recommendation should coincide with the City's budgeting process.
2. Review and recommend new positions to Council.
3. Review and recommend new hire for Department Directors and City Administrator to Council.
4. Review and recommend new classifications and reclassifications to Council.
5. Review and recommend action related to disciplinary measures as set forth in Code to Council.
6. Consider recommended changes from the City Administrator for in personnel policy, salary levels, and pay plan and appraisal program designs to Council. Perform the general duties as set forth in Code.

#### ROLE OF THE EMPLOYEE:

1. Perform a yearly self-evaluation (using the standard Employee Performance Appraisal Form) in concert with the Supervisor, Manager, Department Director, Director, City Administrator, Mayor, or special commission.
2. Work to achieve goals set through the appraisal process.
3. Work to achieve, at a minimum, a competent appraisal.
4. If duties and responsibilities change, a reclassification might be a possibility. As such, the employee (or the employee's supervisor) may make a request for reclassification. If the request is for a new position, it may be made at any time during the budget year. Work with the Supervisor, Manager, Department Director, Director, City Administrator, Mayor, or special commission to complete the Job Description Questionnaire to accomplish this process. (See the Processing Forms Section of this document for a copy of this form and the Reclassifications and Promotions Section of this document for more information on the process.)

#### ROLE OF THE SUPERVISOR/MANAGER/DEPARTMENT DIRECTOR/SUPERINTENDENT/DIRECTOR:

1. Monitor performance and accomplishments of departmental staff throughout the year.
2. Ask employee to complete a standard Employee Performance Appraisal form in preparation for upcoming face-to-face appraisal session.
3. Appraise (in writing) the performance of departmental staff at least once each year. This appraisal should be completed prior to the employee's annual anniversary date or the date of promotion.
4. Develop goals for employees and incorporate into the performance appraisal format. Goals as established in the City Council Strategic Planning process should be utilized wherever possible as part of this process.

5. **Prior to conducting the face-to-face appraisal session with your subordinate staff member**, review the Employee Performance Appraisal form and the proposed step or grade change (Change Notice Form) with the City Administrator.
6. **After discussion with the City Administrator**, conduct an individual face-to-face appraisal session with your employee.
7. Forward the fully signed Employee Performance Appraisal Form and proposed Change Notice Form to the City Administrator for approval.
8. Provide follow through with employee to attain goals, i.e. education, performance improvements, development of improved skills, etc.
9. When duties and responsibilities change, consider reclassification or promotion for the employee. As such, you (or the employee) may make a request for reclassification. If the request is for a new position, it may be made at any time during the budget year. Work with the Supervisor, Manager, Department Director, Director, City Administrator, Mayor, or special commission to complete the Job Description Questionnaire to accomplish this process. (See the Processing Forms Section of this document for a copy of this form and the Reclassifications and Promotions Section of this document for more information on the process.)

#### ROLE OF THE CITY ADMINISTRATOR:

**Note:** The City Administrator has several roles to perform as follows:

1. **General Duties**
  - a) Act as liaison for the City with consultant (GovHR), who developed the Pay Plan system.
  - b) Bring issues before the Finance & Personnel Committee and the Common Council as needed.
2. **Duties Related to Department Director Directors:**
  - a) Monitor performance and accomplishments of specific Department Director throughout the year.
  - b) Ask these Department Director to perform a self-evaluation by completing a standard Employee Performance Appraisal form in preparation for upcoming face-to-face appraisal session.
  - c) Appraise (in writing) the performance of these Department Director at least once each year. See the Timing Section of this policy for when to conduct an appraisal. Use the standard Employee Performance Appraisal form.
  - d) Develop goals for these Department Director and incorporate into the performance appraisal format utilizing, as part of that process, the Council Strategic Planning Initiative.
  - e) In conjunction with the written appraisal, conduct an individual face-to-face appraisal session with these Department Director.
  - f) Provide follow through with these Department Director to attain goals, i.e. education, performance improvements, development of improved skills, etc.
  - g) Prepare and process salary/wage paperwork (Change Notice) to Payroll to effect salary/wage change.

- h) Retain signed appraisal form in a locked personnel file.
  - i) Provide these Department Directors with a copy of the completed and signed appraisal document so they have a document in their possession that lists their goals for the upcoming appraisal period.
  - j) When duties and responsibilities change, consider reclassification or promotion. As such, you (or the employee) may make a request for reclassification. Work with the Supervisor, Manager, Department Director, City Administrator, Mayor, or special commission to complete the Job Description Questionnaire to accomplish this process. (See the Processing Forms Section of this document for a copy of this form and the Reclassifications and Promotions Section of this document for more information on the process.)
3. Duties Related to Employees who Report to Department Director (Subordinate Staff):
- a) Send notices to Department Directors to alert them as to the timing of appraisals for their subordinate staff approximately 60 days in advance of the effective date. See the Timing Section of this policy for when to conduct an appraisal.
  - b) Review all subordinate staff Performance Appraisal Forms and the proposed Change Notice Forms with the Department Director **prior to the Department Director conducting the face-to-face session with the employee.**
  - c) After session held with employee, Department Director will send the signed Performance Appraisal Form and the Change Notice to the City Administrator.
  - d) Administrator will have the fully signed Performance Appraisal Form filed in a locked personnel file.
  - e) Administrator will submit that the Change Notice Form is processed to Payroll.
  - f) Department Director will provide the employee with a copy of the signed Performance Appraisal Form so they are aware of their goals for upcoming appraisal period.
  - g) If a reclassification is requested by either the employee or the employee's supervisor, review and process as deemed appropriate. A request for reclassification should be submitted to the City Administrator along with an explanation of the reasoning and facts to explain the request. . See the Reclassifications and Promotions Section of this document for more information on the process.

## PROCESSING FORMS – THE EMPLOYEE PERFORMANCE APPRAISAL

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This form (Appendix \_\_\_ ) is the employee's and the appraiser's tool to measure performance. A typical appraisal process will require that both the employee and the appraiser complete the performance appraisal document. The employee's appraisal comments are very important and will help contribute to the development of overall goals that will be set with the appraiser. An employee's personal appraisal of his/her self often serves as an insightful tool in developing a thorough analysis in each of the categories that are being assessed.

There are ten categories addressed on the appraisal form:

- Quality of Work and Organizational Abilities
- Quantity of Work
- Interpersonal Skills and Communications
- Job Knowledge
- Resourcefulness and Initiative
- Customer Service
- Judgment
- Safety
- Attitude and Dependability
- Attendance.

This tool also provides a vehicle for:

- Applauding special accomplishments and commendations from inside or outside of the employee's current department,
- Measuring progress on goals set at the last evaluation,
- Setting new goals to be attained for the upcoming review period,
- Listing miscellaneous reviewer comments, and
- Recording employee comments.

Once the employee and the appraiser have completed the appraisal form, and after the reviewer has met with the City Administrator, an individual face-to-face appraisal session must be conducted. This is a constructive process during which the participants openly and honestly address the contents of the appraisal document. This may also be viewed as an appropriate time for the appraiser to mention any plans for the department, noting especially the role the employee may have in those plans. The City Council's Strategic Plan should also be incorporated into this discussion as it applies to the individual being appraised.

It is expected that there may be instances where there will be disagreement about the appraisal. The employee and appraiser comments section allows for the documentation of areas of disagreement. An employee may disagree with any element of the appraisal. If required, the next level of management, and/or the City Administrator may be asked to participate more directly in the process.

It is most important to remember that the appraisal is not meant to be a time for surprises. If there are problem areas occurring throughout the appraisal period, the Supervisor, Manager, Department Director, Superintendent, Director, or special commission may choose to use this appraisal tool as a vehicle to document and discuss with the employee the performance areas of concern. In fairness to the employee and to management, every attempt should be made to work out performance areas that do not meet an acceptable level by setting up a plan of action to

remedy performance areas that are problematic. The Appraiser is expected to submit a Change Notice Form to the Department Director and/or City Administrator for approval of any pay adjustment.

## THE EMPLOYEE RECLASSIFICATION PROCESS

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The position evaluation form (Appendix \_\_\_) is a critical element in the reclassification process. It must accompany the job description when the City considers a reclassification of a position.

The form is to be completed by the employee undergoing a reclassification. After completion, the immediate supervisor should review the contents of the form and provide comments on the last page. The supervisor should not alter any of the employee's statements, but may comment on them in the Supervisor Review section of the form.

Though the employee's job description is an important element in a reclassification consideration, it is advantageous for the employee to know that the other managers and an outside consulting firm analyzing the position will also thoroughly review this Position Analysis Questionnaire in order to familiarize themselves with the duties and responsibilities of the position from the perspective of the person doing the work.

All employees, union and non-union,\* **must** have, at a minimum, an appraisal conducted once each year. The timing is controlled by one of two dates:

If an employee has undergone a reclassification during the course of his/her employment with the City, the HIRE DATE shall be the annual anniversary date for the appraisal.

If an employee has had a promotion or promotions, the DATE OF THE MOST RECENT PROMOTION shall be the annual anniversary date for the appraisal.

NOTE: The City of Baraboo Pay Plan states that each employee's annual appraisal date shall be calculated as either the hire date (where no promotions have occurred) or the most recent promotion date. Reclassifications are not promotions. Please refer to these definitions to help understand the difference:

### WHAT IS A PROMOTION?

1. An employee changes jobs in to a new position that has not existed before at a higher pay grade than the employee's current position.
2. An employee changes jobs to an existing position somewhere else in the organization that is at a higher pay grade than the employee's current position.

3. In the event that the City significantly reconstructs an existing position filled by an employee and chooses to fill it through a competitive process, and if the employee is put into that position, this constitutes a promotion (if the new pay grade is higher).

#### WHAT IS A RECLASSIFICATION?

1. An employee stays in the same position, but the duties of the position change over time resulting in the position, with the employee in it, being reclassified (may include a title change, a grade change, or both) using the City's official reclassification policy.
2. If a date is in dispute, contact the City Administrator immediately.
3. All required paperwork (Performance Appraisal Form and Change Notice) shall be completed, the review with the City Administrator conducted, the face-to-face session with the employee held, all signatures on all paperwork secured, and the Change Notice in Payroll's hands in time to meet the payroll closest to, or next following, the date reflected in either 1 or 2 above.

\* Union contracts establish pay scales. This document has no bearing on that part of the agreement between the City and the union. The Employee Performance Appraisal Form, maybe used for both union and non-union employees as the method the City uses to establish uniform, fair handling of all employees in terms of the appraisal of their job performance.

#### ANNUAL APPRAISAL TIMING

A notice will be sent to the Department Director at least 60 days in advance of the annual anniversary appraisal date so that the Department Director has ample time to do all that is required to insure that changes in an employee's wages, as dictated by the appraisal, will be reflected on the payroll closest to, or next following, the date determined as the annual appraisal date for that employee.

In 2002, 2012 and 2017 the City created and conducted studies to maintain the Pay and Classification system described in this policy. The purpose of a Pay and Classification Study is twofold. First, it establishes the internal equity among employees. Second, it assures external equity/competitiveness by compensating employees using market data.

#### THE EMPLOYEE PERFORMANCE APPRAISAL PROCESS – STEP ADJUSTMENTS

A step adjustment is the City of Baraboo's method to compensate an employee for their job performance and as a way to keep pace with the marketplace for a particular position. A pay plan has been developed and put in place by the City\_\_\_\_\_. All Supervisors, Managers, Department Director, Superintendents, Directors, and special commissions are recipients of the Pay Plan document and have received education on how to accomplish the directives of the plan. New Supervisors, Managers, Department Director, Superintendents, Directors, and special commission members will be given a copy of the document (or have a copy made available to them), and trained in how to use the plan.

As part of the materials needed to complete the analysis of each employee, Supervisors, Managers, Department Director, Superintendents, Directors, or the special commissions will also be given a listing containing the wage information for each employee within their department.

Step Adjustment Guidelines - All employees with eligible steps up to and including step 10 must demonstrate performance at the **Meets Expectations** level to receive a step adjustment. Movement to step 11 requires an appraisal that reflects performance at the **Exceeds Expectations** level. Movement to step 12 requires an appraisal that reflects performance at the **Substantially Exceeds Expectations** level.

**Step adjustments may not necessarily occur on an annual basis, depending on the performance level achieved and if the current step is the maximum step in a grade.**

## THE PAY PLAN

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The Pay Plan may be updated yearly as pay structure adjustments are made. It is important to know where an employee fits in, in terms of grade and step levels to insure that timely and appropriate movement within a grade occurs based on the performance of the employee. The Payroll Department will be responsible for updating the Compensation Grid each year as directed by the City Administrator.

## EXEMPLARY PERFORMANCE ZONES

One of the purposes of establishing a pay plan is to set the minimum and maximum "worth" of a position to the organization. As noted earlier, this helps the employer predict and control payroll expenses and creates realistic compensation expectations for the employee. As productive employees advance through the pay ranges, they will eventually get to the end (to the maximum amount) and no longer be eligible for annual pay increases. When this happens, these employees will not receive an annual pay increase until the market moves beyond where the employee is currently being paid. In order to provide for some economic incentive for these employees, we are recommending 2% and 4% exemplary performance zones for all full time classifications. These zones have been added to the end of each salary range. It is recommended that the City consider implementing these 2% and 4% zones to be used to reward those employees who are top performers, but have reached the top of their pay grade. If an employee qualifies for one of these incentives, based on exemplary performance that year, a dollar amount in the form of a lump sum payment would be granted, *but not added to their base pay*. Also, an employee would have to "re-earn" this incentive every year. If an employee meets the performance requirements for an Exemplary Performance Award, the Consultant's recommendation for granting either the 2% or 4% rate would be as follows:

- 2% - This percentage "award" would be granted to employees with up to 10 years of service.
- 4% - This percentage "award" would be granted to employees with 11 or more years of service.

The City of Baraboo, Wisconsin

**Background:** The Police Department (“PD”) currently owns a 2014 Ford F-150 pickup truck (“truck”), purchased by the PD for use by the police detectives. Over the years, use of the truck has diminished and the truck no longer suits the needs of the PD.

Previously, the Fire Chief worked with the Police Chief to obtain from the PD an old police squad car (“squad car”) for use by Fire Department (“FD”) and Building Inspector.

It is the desire of the Police Chief to surplus the truck, and it is the desire of the Fire Chief to use the truck instead of the squad car due to the condition and the versatility of the truck for FD use.

The FD and PD have agreed on a value of the truck at \$17,000 (the value was obtained by using Kelly Blue Book). The Fire Equipment Replacement Fund has money available to transfer to the Capital Equipment Fund for the PD in exchange for this asset. If approved, the squad car will be returned by the FD to the PD for the PD to use.

**Fiscal Note:** ( one)  Not Required  Budgeted Expenditure  Not Budgeted

**Comments:** Request to transfer \$17,000 from the Cities monies in Fire Equipment Replacement Fund to the Police Department Capital Equipment Fund so the Police Chief can buy a used replacement vehicle. A 2/3 affirmative vote is required as this request is unbudgeted.

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

THAT the City Finance Director in conjunction with City Treasurer is hereby authorized to transfer \$17,000.00 from the City’s monies in the Fire Equipment Replacement Fund to the Police Department Capital Equipment Fund for the transfer of 2014 Ford F-150 pickup truck from the Police Department to the Fire Department, and

THAT the Fire and Police Chiefs work together to ensure the transfer of the truck from the Police Department to the Fire Department, including any emergency equipment currently installed on/in the truck, and the squad car from the Fire Department to the Police Department.

**Offered by:** Public Safety/Finance  
**Motion:**  
**Second:**

**Approved:** \_\_\_\_\_  
**Attest:** \_\_\_\_\_

The City of Baraboo, Wisconsin

**Background** The City of Baraboo has been working on a building project for the Fire & EMS operations for the past several years. As part of the 2019 Budget, Public Safety Impact Fees were appropriated to begin design services for a new Fire & EMS facility. The Capital Plan includes funding projections in 2020 to complete Fire & EMS Building design and funding projections in 2021 to build a new Fire & EMS Facility. Accordingly, as part of staff's ongoing planning for this new facility to house these two operations, a Request for Proposal (RFP) for Planning and Design services for the Fire & EMS Building that was developed and sent to 18 prospective architectural firms on May 24<sup>th</sup>. Eight Proposals were received on July 3<sup>rd</sup> and the Selection Committee, which consists of Ed Geick, Pat Cannon, Cynthia Haggard, Kevin Stieve, Tom Pinion, Phil Wedekind, Dana Sechler, and Tim Stieve, shortlisted the top five firms. On July 26<sup>th</sup>, the five short listed firms were interviewed by the Selection Committee and the team of MSA Professional Services and CR Architecture + Design was recommended as the preferred firm for the project.

The review of the Proposals was based exclusively on each firms' qualifications and experience. The RFP required that a Proposal include an estimate of the cost to provide the requested services so the cost could be a consideration as part of the final selection. The estimated costs of the top five firms ranged from \$590,000 to \$850,000 plus reimbursables. The average cost of the five firms' estimated costs was \$728,500.

The Selection Committee determined that the recommended team of MSA Professional Services and CR Architecture + Design offered superior expertise for this project coupled with being most familiar with the respective space needs for both the Fire & EMS operations.

This Resolution seeks authorization for the Mayor and City Clerk to execute a standard AIA Agreement between the Owner and the Architect for Planning and Design Services for this project, subject to the City Attorney's review and approval of said Agreement. Although the Agreement will be drafted for the entire project, the Agreement provides both parties ample termination opportunities at any time during this three-phased design process (programming & site selection, preliminary design, and final design).

**Fiscal Note:** ( one) [  Not Required ]  Budgeted Expenditure [  Not Budgeted Comments:

**WHEREAS**, a Request for Proposal (RFP) seeking Design Services for a new Fire and EMS Building was issued on May 24, 2019;

**AND WHEREAS**, eight Proposals were submitted prior to the July 3<sup>rd</sup> deadline;

**AND WHEREAS**, an eight-member Selection Committee independently reviewed the eight Proposals and met on July 12<sup>th</sup> to collectively review them and developed a shortlist of the top five Proposals and invited the five firms to be interviewed;

**AND WHEREAS,** the Selection Committee interviewed the top five firms on July 26th and recommended the team of MSA Professional Services & CR Architecture + Design be selected to negotiate a contract for the Planning and Design Services for a new Fire & EMS Building;

**AND WHEREAS,** staff has negotiated a contract price of \$725,000 with MSA Professional Services & CR Architecture + Design as outlined in the attached Agreement (a Template that will be customized for this project) for Planning and Design Services for the Fire & EMS Building project.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Clerk are hereby authorized to execute an AIA B101 - 2017 Standard Form of Agreement Between Owner and Architect for Planning and Design Services for the Fire & EMS Building project, subject to the City Attorney's review and approval of the Agreement.

**Offered by:** Finance Committee  
**Motion:**  
**Second:**

**Approved:** \_\_\_\_\_  
**Attest:** \_\_\_\_\_

Standard Form of Agreement Between Owner and Architect

Editing Template

CAUTION: Take care not to remove or otherwise edit Project Data fill-point areas (Basic Information, Contract Details and Project Team) when making edits to this document.

AGREEMENT made as of the <> day of <> in the year <> (In words, indicate day, month and year.)

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

<><> <> <> <> <>

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

<><> <> <> <> <>

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

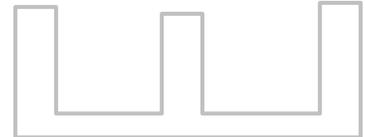
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The Owner and Architect agree as follows.



ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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



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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

« Reference Exhibit A, item I for the project scope and Exhibit C for a preliminary floor plan.»

§ 1.1.2 The Project's physical characteristics:

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

« Reference Exhibit A item I. »

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

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

« Reference Exhibit A item I. »

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

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« The schedule will be refined and dates identified as the project progresses. »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« Competitive Bidding. »

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

« Nothing has been identified at this point. »

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

« »  
« »  
« »  
« »  
« »  
« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

« »  
« »  
« »  
« »  
« »  
« »

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

« Reference Exhibit A, item I. »

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than « one million » (\$ « 1.0 ») for each occurrence and « two million » (\$ « 2.0 ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « one million » (\$ « 1.0 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « one million » (\$ « 1.0 ») each accident, « one million » (\$ « 1.0 ») each employee, and « one million » (\$ « 1.0 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « five million » (\$ « 5.0 ») per claim and « five million » (\$ « 5.0 ») in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

#### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.5 Based on the preliminary design in Exhibit C, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.6 The Architect shall submit to the Owner an updated estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

#### § 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

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

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

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

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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

### **§ 3.6.2 Evaluations of the Work**

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

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

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

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

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

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

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

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

### § 3.6.4 Submittals

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

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

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

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

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

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

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

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

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

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

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

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
<b>§ 4.1.1.1</b> Programming	Not Provided.
<b>§ 4.1.1.2</b> Multiple preliminary designs	Not Provided.
<b>§ 4.1.1.3</b> Measured drawings	Not Provided.
<b>§ 4.1.1.4</b> Existing facilities surveys	Not Provided.
<b>§ 4.1.1.5</b> Site evaluation and planning	Not Provided.

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided.
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided.
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Owner
§ 4.1.1.11 Value analysis	Not Provided.
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided.
§ 4.1.1.13 On-site project representation	Not Provided.
§ 4.1.1.14 Conformed documents for construction	Not Provided.
§ 4.1.1.15 As-designed record drawings	Not Provided.
§ 4.1.1.16 As-constructed record drawings	Not Provided.
§ 4.1.1.17 Post-occupancy evaluation	Not Provided.
§ 4.1.1.18 Facility support services	Not Provided.
§ 4.1.1.19 Tenant-related services	Not Provided.
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided.
§ 4.1.1.21 Telecommunications/data design	Not Provided.
§ 4.1.1.22 Security evaluation and planning	Not Provided.
§ 4.1.1.23 Commissioning	Not Provided.
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided.
§ 4.1.1.25 Fast-track design services	Not Provided.
§ 4.1.1.26 Multiple bid packages	Not Provided.
§ 4.1.1.27 Historic preservation	Not Provided.
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided.
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided.
§ 4.1.1.30 Other Supplemental Services	Not Provided.

**§ 4.1.2 Description of Supplemental Services**

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

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

« Reference Exhibit A. »

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

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

« »

#### § 4.2 Architect's Additional Services

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

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

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

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

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

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

- .1 « One » ( « 1 » ) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

- .2 « Three » ( « 3 » ) visits to the site by the Architect during construction
- .3 « One » ( « 1 » ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « One » ( « 1 » ) inspections for any portion of the Work to determine final completion.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within « fifteen » ( « 15 » ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

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

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be with additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

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

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

### **§ 8.2 Mediation**

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

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

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

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

*(Check the appropriate box.)*

[  ] Arbitration pursuant to Section 8.3 of this Agreement

[  ] Litigation in a court of competent jurisdiction

[  ] Other: (Specify)

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

### § 8.3 Arbitration

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

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

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

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

### § 8.3.4 Consolidation or Joinder

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

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

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

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

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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

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

.1 Termination Fee:

« \$0.00 »

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

« \$0.00 »

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

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for

the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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

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

## ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum  
(Insert amount)

« Reference Exhibit A item IV. »

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

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

« Stipulated sum based on a defined scope of work. »

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « ten » percent ( « 10 » %), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

« Stipulated sum based on a defined scope of work. »

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

### **§ 11.8 Compensation for Reimbursable Expenses**

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

- .1 Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .3 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .4 All taxes levied on professional services and on reimbursable expenses;

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

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

« »

### **§ 11.10 Payments to the Architect**

#### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of « zero » (\$ « 0.00 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

#### **§ 11.10.2 Progress Payments**

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

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

« 1.5 » % « per month »

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in

the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

« Reference Exhibit B. »

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

[  ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« Exhibits A, B and C. »

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

\_\_\_\_\_  
**OWNER** (Signature)

« »« »

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**ARCHITECT** (Signature)

« »« »

\_\_\_\_\_  
(Printed name, title, and license number, if required)

RESOLUTION NO. 2019-

Dated: August 13, 2019

The City of Baraboo, Wisconsin

**Background:** The City of Baraboo has negotiated a new agreement with the WPPA (WI Professional Police Association) for the period of January 1, 2020 through December 30, 2022. This is the agreement with our Police Officers union at the City of Baraboo. The agreement covers the wages, benefits and other conditions for the officers.

*Note: (✓one) [x] Not Required [ ] Budgeted Expenditure [ ] Not Budgeted*  
**Comments:**

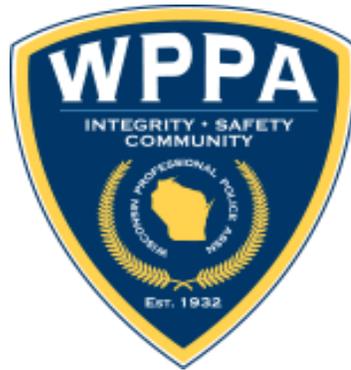
**Resolved by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

To authorize the Mayor, City Clerk and City Administrator to sign the contract with WPPA for the term of January 1, 2020 through December 31, 2022.

**Offered by:** Finance/Personnel Comt.  
**Motion:**  
**Second:**

**Approved:** \_\_\_\_\_  
**Attest:** \_\_\_\_\_

# AGREEMENT BETWEEN THE CITY OF BARABOO AND THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION



January 1, 2020 – December 31, 2022  
August 8, 2019

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**THIS AGREEMENT BETWEEN THE CITY OF BARABOO AND THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION** is made and entered into by and between the **CITY OF BARABOO**, a Wisconsin municipal corporation, as a municipal employer, with a mailing address of 101 South Boulevard, Baraboo, WI 53913, and **THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION, INC.**, as the representative of certain Employees who are employed by the City of Baraboo in the Police Department, 660 John Nolen Drive, #301, Madison, WI 53713. The City and WPPA may be jointly referred to herein as the Parties or singularly as a Party.

## ARTICLE I - DEFINITIONS

1.01 Words and Terms Defined. Unless otherwise defined in this Agreement, as used in this Agreement the following words and terms shall have the following meanings:

- **“Agreement”** means this Agreement between the City and the Union.
- **“City”** means the City of Baraboo.
- **“Days”** means calendar days, unless otherwise specified.
- **“Department”** means the City of Baraboo Police Department.
- **“Employee”** means a sworn member of the Department who is represented by WPPA and covered by this Agreement.
- **“Grievance”** means any controversy between the Parties or between any Employee(s) and the City as to a matter involving the interpretation and application of this Agreement, excepting disciplinary actions, job classifications, promotion procedures, and any and all other matters that are governed by §62.13, Wis. Stats. Matters not covered by §62.13, Wis. Stats., will be subject to the grievance procedure as herein provided.
- **“Regular assignment”** and **“regular work shift”** means the position assigned by the Chief of Police.
- **“Seniority”** is determined by the continuous length of full-time service as a sworn member of the Department.
- **“Supervisor”** means a sworn member of the Department who is a Sergeant, Lieutenant, Captain or Police Chief.
- **“Wildcat Strike”** is a strike action undertaken Employees without the Union’s authorization, support, or approval
- **“WPPA,” “Association”** or **“Union”** means the Wisconsin Professional Police Association, Inc.

## ARTICLE II - SCOPE, TERM, INTENT AND PURPOSE

2.01 Scope. The City recognizes the Union as the exclusive representative of all City employees who have the power of arrest in the Department below the rank of Sergeant who have chosen the Union to represent them for the purpose of negotiating for wages, hours, and conditions of employment.

2.02 Term. This Agreement will be implemented at the time of signing by the Parties and will become effective January 1, 2020, and shall remain in full force and effect until and including December 31, 2022. The Agreement shall be automatically renewed from year-to-year thereafter, unless negotiations are initiated by either party between January 1 and July 1, of the year the Agreement is set to expire, unless otherwise mutually agreed to by the Parties.

2.03 Consistency. It is intended that this Agreement, implemented pursuant to the provisions of §111.70, Wis. Stats., shall be consistent with that legislative authority which devolves upon the Common Council of the City of Baraboo, the statutes, and, insofar as is applicable, the rules and regulations relating to, or promulgated by, the Police and Fire Commission and the Police Chief, and compensation provided for under appropriate municipal budget law and the Wisconsin Statutes.

- 2.04 Nullification. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of any agency or department of City government which is now expressly provided by State Statutes, except as expressly limited herein.
- 2.05 Entering into an Agreement. The Parties desire to reach an amicable understanding with respect to the employer-employee relationship which exists between them, and to enter into an agreement covering the Employee's rates of pay, hours of work, and conditions of employment.

### ARTICLE III - FAIR SHARE

- 3.01 Membership Rules. Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed, or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an Employee membership because of race, color, creed or sex.
- 3.02 Representation. The Union will represent all of the Employees in the bargaining unit fairly and equally. Employees may elect to pay the Union proportionate share of the cost of the collective bargaining process and Agreement administration by paying an amount to the Union equivalent to the uniform dues required of members of the Union.<sup>1</sup>
- 3.03 Monthly Dues. The City agrees to make deductions from the monthly earnings of the Employees in the collective bargaining unit who chose to pay for the services of the Union as follows: For Employees who are members of the Union, the City will deduct the amount certified by the Union as the monthly dues uniformly requested of all members, and pay that amount to the Union following each pay period.<sup>2</sup>
- 3.04 Indemnification. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of any action taken by the Employer under this Section for the purpose of complying with the provisions of this Article.

### ARTICLE IV - MANAGEMENT RIGHTS

- 4.01 Management Rights. The City shall have the sole and exclusive right to determine the number of Employees to be employed, the duties of each of these Employees, the nature and place of their work, and all other matters pertaining to the management and operation of the City, including the hiring, transferring, demotion, suspending, or discharging for cause of any Employee. This shall include the right to assign and direct Employees, to schedule work, including, but not limited to contracting with outside agencies,<sup>3</sup> and to pass upon the efficiency and capabilities of the Employees, and the City may establish and enforce reasonable work rules and regulations. The City shall have the exclusive right to assign all Chapter 51, Wis. Stats., transports and other transports as the City deems appropriate, including, but not limited to, contracting with outside agencies, using on-duty Police Department personnel and/or using the Department's call-in procedure.<sup>4</sup> Further, to the extent that rights and prerogatives of the City are not explicitly granted to the Union or the Employees, such rights are retained by the City. However, the provisions of this Section shall not be used for the purpose of undermining the Union or discriminating against any of its members. The foregoing is subject to the grievance procedure.

---

<sup>1</sup> See Janus v. AFSCME, No. 16-1466, 585 U.S. \_\_\_\_ (2018)

<sup>2</sup> Id.

<sup>3</sup> This sentence references a Memorandum of Understanding, #10, approved by the Parties on August 10, 2000.

<sup>4</sup> Id.

## ARTICLE V - GRIEVANCE PROCEDURE

### 5.01 Grievance Procedure. Grievances shall be processed in the following manner:

- Step 1. The Employee and/or Union representative shall take the grievance up orally with the Employee's immediate supervisor within ten days of his/her knowledge of the occurrence of the event causing the grievance, which shall not be more than 14 days after the event. The Employee's immediate supervisor shall attempt to reach a mutually satisfactory resolution to the grievance and, in any event, shall be required to give an answer to the Employee and/or Union representative, as applicable, within five days.
- Step 2. The grievance shall be considered settled in Step 1 unless, within ten days after the Supervisor's answer is due, the grievance is reduced to writing and presented to the Police Chief or designee. A written grievance must contain a description of events (with dates, times, and people involved specified, if known), the specific section(s) of this Agreement allegedly violated, a statement of the relief requested, and the signature of the grieving Employee. The Police Chief or designee shall respond to the grievance in writing within seven calendar days.
- Step 3. The grievance shall be considered settled in Step 2 unless, within ten days from the date of the Police Chief's or designee's written answer or last date due, the grievance is presented in writing to the City Administrator for referral to the City's Finance/Personnel Committee. The City's Finance/Personnel Committee shall respond in writing to the Employee or the Employee's Union representative, as applicable, within 30 days.
- Step 4. If a grievance is not resolved at Step 3, or if any grievance filed by the Employee cannot be satisfactorily resolved by conference with the Employee's Union representatives and the City Administrator after Step 3, with said conference taking place at a mutually agreed upon time and place, either Party may take the matter to arbitration as hereafter provided.

### 5.02 Arbitration. A grievance shall be considered settled following Step 3, above, within ten days after the last response is received or due, unless the dissatisfied Party requests in writing to the other Party that the dispute be submitted to an impartial arbitrator.

- a) Selection of Arbitrator. The impartial arbitrator, shall, if possible, be mutually agreed upon by the Parties. If agreement on who the arbitrator will be is not reached within ten days after the date of the notice requesting arbitration, or if the Parties do not agree upon a method of selecting an arbitrator, then the Wisconsin Employment Relations Commission shall be requested to submit a panel of five arbitrators. The Parties shall alternately strike names, with the Party requesting arbitration being the first to strike a name, until one name remains.
- b) Cost of Arbitration. Each Party shall pay one-half (1/2) of the arbitration filing and hearing fees and the cost of the arbitrator. The Parties shall each bear their own costs and attorney's fees in any arbitration proceeding.
- c) Decision of Arbitrator. In rendering an award or decision, the arbitrator shall be required to follow the laws of the State of Wisconsin. The decision of the arbitrator shall be final and binding; however, such arbitrator shall be limited to the terms and conditions of the Agreement as written and shall have no power to modify, amend, add to, or subtract from the Agreement. The Arbitrator shall, within 15 calendar days after the conclusion of the arbitration hearing, issue a statement of decision describing the essential findings and conclusions on which the decision is based, including the calculation of any damages awarded. The award shall be binding on the Parties, and judgment on an award may be entered in any court of competent jurisdiction.

- 5.03 General Grievances. Grievances involving the general interpretation, application, or compliance with this Agreement may be initiated at Step 3.
- 5.04 Time Limits. The time limits set forth in this Article may be extended by mutual written agreement of the Parties.

**ARTICLE VI - PROHIBITION OF STRIKES**

- 6.01 Causing Membership to Strike. The Union shall neither cause nor counsel its members to strike for any reason during the term of this Agreement, nor shall it, in any manner, cause them directly or indirectly to commit any concerted acts of work stoppages, slowdown, or refusal to perform any customarily assigned duties for the municipal Employer for any reason during the term of this Agreement. The occurrence of any such acts or actions prohibited in this Section by the Union shall be deemed a violation of this Agreement and shall render the Union subject to the penalties as provided pursuant to and allowable by law. The Union shall not be liable where the acts or actions, herein before enumerated, are not caused or authorized directly, or indirectly, by the Union. However, whether or not the Union is liable for such acts or actions, any Employee who commits any of the actions prohibited in this Section may be subject to penalties prescribed by law.
- 6.02 Wildcat Strike. Upon notification confirmed in writing by the City to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately order, in writing, such members to return to work immediately, providing the City with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress, has taken place, or that any particular member is or has engaged in a wildcat strike. The Union agrees to take all reasonable effective and affirmative action to secure the members’ return to work as promptly as possible. Failure of the Union to issue such orders and/or to take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike.

**ARTICLE VII - PROBATIONARY PERIOD, RESIDENCY, NEPOTISM AND TRANSFERS**

- 7.01 Probationary Period Term. All Employees shall serve a probationary period commencing on the date of hire and continuing for 12 full months from the date of the Employee’s date of hire. During the probationary period, the Employee shall be subject to dismissal for any reason without recourse to the grievance procedure.
- 7.02 Residency Requirements. City residency is not a requirement, but Employees are required to reside within 25-miles of the Police Department.
- 7.03 Lateral Transfers. Upon the appointment of a new Employee to the Department, the Police Chief may consider the Employee’s experience and training when setting the wages and work assignment for the Employee within the current pay schedule described in this Agreement.
- 7.04 Nepotism. Employees of the same immediate family may be employed either on a full-time or part-time basis so long as neither member is responsible for the supervision, direction, or evaluation of the other. All such cases involving possible employment of members of the same immediate family must be reported to the City Administrator for approval before final commitment is made. For the purposes of this section, “immediate family” includes:

Employee’s Mother	Employee’s Grandfather	Employee’s Wife
Employee’s Mother-in-Law	Employee’s Brother	Employee’s Husband
Employee’s Step-Mother	Employee’s Half-Brother	Employee’s Son
Employee’s Grandmother	Employee’s Step-Brother	Employee’s Step-Son

Employee's Father  
Employee's Father-in-Law  
Employee's Step-Father

Employee's Sister  
Employee's Half-Sister  
Employee's Step-Sister

Employee's Daughter  
Employee's Step-Daughter

#### ARTICLE VIII - WORK SHIFTS

8.01 Regular Workday and Workweek for Patrol Officers.<sup>5</sup> Employee's working as Patrol Officers shall have a regular workday and workweek consisting of a 12-hour tour-of-duty. The 12-hour shift schedule and rotation shall consist of two teams, Team A and Team B, and each Team shall include a Dayshift (5 a.m. – 5 p.m.) and a Nightshift (5 p.m. – 5 a.m.). Team A and B schedules shall be opposite "days-on" and "days-off" from each other on the following 14-day rotation:

- a) Two days on – two days off / three days on – two days off / two days on – days off during a 14-day cycle (i.e., Mon-Tues ON – Weds-Thurs OFF / Fri-Sat-Sun ON – Mon-Tues OFF / Weds-Thurs ON – Fri-Sat-Sun OFF), with the exception of shifts on Sundays which shall be for eight hours, scheduled by seniority.
- b) An Employee's "shift working date" is the actual date the shift begins.

8.02 Regular Shift for School Resource Officers.<sup>6</sup> Employees assigned to work as School Resource Officers ("SROs") shall have a work day that is scheduled in alignment with the regularly scheduled school week for the Baraboo School District, allowing the SRO to observe/assist student arrival and departure, and shall be five days on and two days off, for 80 hours every two weeks, where "on days" are Monday through Friday and "off days" are Saturday and Sunday.

- a) "Regularly scheduled school week" is defined as Monday, Tuesday, Thursday and Friday, from 7:30 a.m. – 4:00 p.m., and Wednesday from 7:30 a.m. – 1:30 p.m. In the event the Baraboo School District changes their regularly scheduled school week, the SRO work week shall be adjusted to coincide with the start and end time of the regularly scheduled school week, so long as said adjusted does not violate any other provision for this Agreement.
- b) Work days or hours may be flexed upon request of the SRO with the prior approval of his/her supervisor and shall be flexed upon request of his/her supervisor for department need as reasonably determined by the supervisor. A SRO shall not be required to flex time solely to circumvent receiving overtime.
- c) During periods of school vacations, the SRO may be assigned the Patrol Officer schedule as provided for in Section 8.01 or days or may be flexed to accommodate special event staffing or other needs of the Department pursuant to Supervisor approval.

8.03 Regular Shift for Canine Handler. Employees assigned to work as a Canine Handler shall work the same shift as Employees assigned to work as Patrol Officers, pursuant to Section 7.01, except the Canine Handler shall start his/her assigned shift one hour later for each 12-hour shift in order to work an 11-hour shift to accommodate care of the canine. The Canine Officer shall work the entire eight-hour shift on Sundays as assigned.<sup>7</sup> The Canine Officer will be subject to call-in and shall be compensated for same under the provisions of this Agreement.

- a) All expenses related to veterinary care and food for the canine shall be borne by the City and approved training equipment will be furnished by the City.

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<sup>5</sup> A Memorandum of Understanding entered into by the Parties regarding the one year test of the 12 hour shift beginning January 1, 2016 is noted for reference.

<sup>6</sup> This schedule was modified as part of a Memorandum of Understanding approved by the Parties on October 3, 2017.

<sup>7</sup> Id.

- b) The canine is and shall remain the property of the City, and the City shall carry proper insurance coverage and indemnify the canine handler assigned to work as the canine handler from liability resulting from the proper performance of job duties.
- c) Kenneling of the canine while the canine handler is out of town on vacation or other time off will be provided by the City.

8.04 Regular Shift for Detectives. Employees assigned to work as Detectives shall work a schedule that consists of five (5) working days and two (2) days off, for eighty (80) hours every two (2) weeks, where “on days” are Monday through Friday and “off days” are Saturday and Sunday. “On days” shall consist of four (4), eight and one-half (8½) hour days and one (1), six (6) hour day during the five (5) days on, to be determined by mutual agreement with the Detective Supervisor or his/her designee. “On days” and/or work hours may be flexed with mutual agreement of the detective(s) and the Detective Supervisor or his/her designee.

8.05 Changes to Regular Workday and Workweek. Any change to an Employee’s regular workday and/or workweek shall be subject to mutual agreement to the fullest extent possible, contingent ultimately upon the Management Rights stated in Section 4.1. Employees required to be on standby shall be paid eight (8) hours straight time pay out of each twenty-four (24) hours of such standby or pro-rata thereof. The Police Chief or designee may assign Employees to attend specialized training as an alternative to working their regular shift; however, this provision will not apply to annual in-service.

#### **ARTICLE IX - RESPONDING TO A CALL TO WORK, STAFFING**

9.01 Shift Staffing. Shift staffing for the Department, including for patrol shifts, will be determined by Supervisors and based on the needs of the Department.

9.02 Call-In Procedure. Employees shall communicate via email, telephone or the IAR App when they receive a notification to a call-in to work occurring outside of his/her regular work shift. At times, an Employee will be required to respond to a call-in to work based on a Supervisor’s request due to urgent need. A minimum of two hours at time and one-half shall be granted to any Employee who is requested to and reports to work outside of his/her regularly work shift This provision shall not apply to Employees who are asked to report early for their regularly scheduled shift or to remain on duty after their regularly scheduled shift has ended. Notification of the Employee by email, telephone, or the IAR App, shall suffice as proper notification under this section.

9.03 Posting Procedure. As needed to ensure adequate staffing levels and for special assignments, the Department may post requests for Employees to volunteer for overtime work. Postings will be placed at a location in the Department that is accessible to all Employees. If multiple Employees sign up for a posting, the selection will be as follows:

- a. Offered by seniority within the patrol division, then SRO/Detective, then non-represented employees (i.e., Supervisors), if qualified.
- b. Ordered by inverse seniority.<sup>8</sup>

9.04 Use of Call-In Procedure. Call-ins for Employees will be rotating based on seniority. If no Employees want to accept a call-in request, the opportunity will then be offered to non-represented Employees (i.e., Supervisors) prior to ordering in an Employee(s), if necessary, by inverse seniority.<sup>9</sup>

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<sup>8</sup> Wording modified by an MOU agreed to by the Parties on January 22, 2019.

<sup>9</sup> Wording modified by an MOU agreed to by the Parties on January 22, 2019.

- 9.05 Early Call-In and Hold-Over of Officers. Employees may be assigned overtime without utilizing either the call-in or posting procedures when the overtime assignment is attached to the beginning or end of the Employee’s shift. Employees may be called in a maximum of two hours early before a shift or be held over a maximum of four and one/quarter (4 1/4) hours (half-shift) after a shift. It is recognized that investigation, the Employees overtime may extend over four and one/quarter (4 1/4) hours.
- 9.06 Events Outside Jurisdiction. If a scheduled event outside of the City’s jurisdiction creates patrol overtime beyond early call-in or holdover, as described in Section 9.01, the overtime shall be offered in accordance with the existing posting procedures.<sup>10</sup>
- 9.07 Anticipated Vacancies. If a vacancy is predictable, an Employee may sign up for such vacancy. If an Employee is on vacation or other leave of absence, he/she shall be notified of vacancies for sign-up that occur after he/she returns to duty, if possible.
- 9.08 Training Schedules. Employees are required by the State of Wisconsin to completed 24 hours of in service training per year, but more may be by the Police Chief or designee.
- a) If an Employee wishes to work his/her regularly assigned shift in addition to attending training during the same workday, the Employee will be permitted to do so and will receive compensatory time at a rate of time and one/half (1 1/2) for those additional hours worked. Employees are required to inform the Lieutenant or designee of their choice to facilitate scheduling. Employees who are assigned to attend training during the hours of their regularly scheduled shift will attend training in lieu of working the shift.<sup>11</sup> Attendance at such scheduled in-service sessions will be required. Employees shall receive time and one/half (1 1/2) compensatory time for all time spent at such sessions unless they attend during their normally scheduled work hours. Compensatory time earned for in-service shall be in addition to the compensatory time in Section 10.08, however, compensatory time earned for in-service must be used in the year earned, except carryover may be allowed with the Police Chief’s approval.<sup>12</sup>
  - b) When an Employee is assigned to training during his/her regular work shift, the Employee is responsible for completing hours equal to his/her normal shift hours. If necessary, after training is complete the Employee will report to duty for the balance of his/her duty hours or take compensatory time.
  - c) When an Employee is assigned to “overtime” to attend a training session, and that training session ends early, the Employee is only compensated for the hours of the training (which may, in some instances, include travel time to and from the Police Department).

**ARTICLE X - WAGES, ADDITIONAL PAY AND COMPENSATORY TIME**

10.01 Pay Range - Step Schedules.<sup>13, 14</sup> Employees are paid an hourly rate, as shown below:

Pay Schedule Effective January 1, 2020	Start	12 months	24 months	36 months	Detectives and SROs
Hourly Rate	26.68	27.99	29.10	30.19	Rate + .50

<sup>10</sup> Wording modified by a mutual agreement of the Parties on August 19, 2005.

<sup>11</sup> This statement references MOU #5 regarding In-Service Training approved by the City & Union on December 18, 2002.

<sup>12</sup> This section and subsections reference and incorporate MOU #12 approved by the City and Union on February 24th and 27th, 2004, respectively.

<sup>13</sup> In 2016, the Education Incentive was combined with the regular wages and that section was removed from the Agreement. In 2017, a similar action occurred with the Shift Differential Pay and that pay was included in regular wages and there was no longer a shift differential pay.

Pay Schedule Effective January 1, 2021	Start	12 months	24 months	36 months	Detectives and SROs
Hourly Rate	27.75	29.11	30.26	31.40	Rate + .50

Pay Schedule Effective January 1, 2022	Start	12 months	24 months	36 months	Detectives and SROs
Hourly Rate	28.86	30.27	31.47	32.66	Rate + .50

- 10.02 Detective and SRO Pay. Detectives and SROs shall receive an additional fifty cents (\$0.50) per hour in their respective range, as indicated in Section 10.01.
- 10.03 Field Training Officer Pay. Employees assigned to work as a Field Training Officer shall receive an additional fifty cents (\$0.50) per hour for time worked in this assignment.
- 10.04 Special Assignment Pay. When the need for a temporary special assignment arises, the Chief of Police, with input from the supervisory staff, shall make a temporary assignment of an Employee to special duty. The basis of the selection of the Employee shall include the Employee's prior work performance, training, experience, and overall department staffing requirements. When all factors are equal, seniority shall prevail in the selection of the Employee assigned. The assigned Employee shall receive an additional \$.40 per hour to his/her current hourly rate of pay when so selected and assigned.
- 10.05 Work Related Telephone Contact. Employees who are off-duty and who are contacted by phone by the City regarding a work related issue, including by a prosecutor, Court or as part of an administrative law proceeding, shall be compensated at time-and-one-half (1 1/2) of the Employee's hourly rate of pay for any phone call that exceeds ten (10) minutes duration. No other compensation minimums apply. Employees may be required to verify requests for compensation under this provision upon request by the Police Chief or designee.
- 10.06 Overtime. Employees who work in excess of their regularly scheduled work shift shall be paid one and one-half (1 1/2) times the Employee's regular hourly rate for all overtime hours worked so long as the prior authorization of the Police Chief or his/her designee is obtained. Required schooling outside of an Employee's regularly scheduled workday duty hours, excluding the forty (40) hours in-service training, shall be paid at one and one-half (1 1/2) times the Employee's straight time hourly rate, provided authorization has been obtained from the Police Chief. Voluntary schooling outside regular duty hours shall be paid at straight time, provided authorization has been obtained from the Police Chief or his/her designee. The Baraboo Police departmental firearm training (weapons qualification and re-qualification) is considered required schooling. The Police Chief or designee will schedule departmental firearms training. Each Employee will be paid at one and one-half (1 1/2) times the Employee's straight hourly rate, with a two-hour minimum, if firearm training is scheduled outside the Employee's regular duty hours. For the limited purpose of monthly range instruction assignment, on an individual case-by-case, month-to-month basis, individual certified firearms instructors may mutually agree to flex their schedule in lieu of earning overtime.
- 10.07 Shift Leader.<sup>15</sup> When the senior Employee of a shift is required to act as Shift Leader, he/she shall be compensated at a rate of \$2.50 per hour for the actual hours worked as Shift Leader, so long as the Employee is qualified to work as the Shift Leader as determined by the Police Chief or Designee. Any Employee required to act as Shift Leader will perform those duties to the best of his/her ability. Failure to act as Shift Leader when assigned will result in discipline or discharge. Shift Leaders will not be disciplined or discharged for any good faith decisions

<sup>15</sup> These procedures were added as part MOU #6 approved by the City and Union on July 27, 2000.

made while acting as Shift Leader. Probationary Employees shall not act as Shift Leader. In summary, the most Senior Employee on duty will have the responsibility of Shift Leader.

10.08 Holiday Pay. Employees are eligible for holiday pay. Holiday pay will not be granted for holidays occurring during a vacation. Such Employees will be entitled to another vacation day. Employees shall receive one and one-half (1 1/2) times their hourly rate for all hours worked on a holiday. Employees who do not work on holidays are entitled to eight and one-half (8 1/2) hours straight time pay for such holidays. Employees who are required to work on a holiday that is normally a scheduled day off, shall receive double time (2x) pay in addition to receiving the holiday pay for all holidays worked, as follows:

New Year's Day	Memorial Day	Labor Day
Thanksgiving Day	Friday before Easter	Easter
Day before Christmas	Christmas	Fourth of July
One (1) Personal Holiday to be taken by mutual consent by the Employee and Management		

Personal holidays are scheduled by mutual agreement between the Employee and the Police Chief, and are selected on a seniority basis.

10.09 Compensatory Time.<sup>16</sup>

- a) All Employees shall be allowed to accumulate compensatory time up to 150 hours in lieu of being paid for overtime.<sup>17</sup>
- b) Employees may take compensatory time for a full-shift, part of a shift, or as part of a duty exchange during shift overlap, pursuant to the following:
  - i) If the compensatory time will be for the full-shift, prior approval must be received from a Supervisor, and the approval shall be at the sole discretion of said Supervisor.
  - ii) If the compensatory time will be for the first part of a shift, prior approval must be received by a Supervisor, and the approval shall be at the sole discretion of said Supervisor.
  - iii) If the compensatory time will be before part of a shift that has already started (e.g., an officer takes off the last two hours of a shift, or for two hours during a shift that has already started), prior approval must be received by the working Sergeant or the working Shift Leader, and the approval shall be at the sole discretion of the working Sergeant or the working Shift Leader.
- c) Compensatory time may be cancelled at any time at the discretion of the Department if the use of the time unduly disrupts the operations of the Department.<sup>18</sup> If the Compensatory Time is cancelled, the Employee must report to duty as soon as possible with no unnecessary delay. If called in, any time lost from the shift will be deducted in Compensatory Time in increments of one/quarter hour.
- d) When there are multiple requests for the use of compensatory time at the same time, it will be granted on the basis of seniority in 12 hour blocks 8.5 hour blocks, 8 hour blocks or (for SROs and Detectives) 6 hour blocks, depending on the Employee's regular working shift. Requests for full shifts off will take precedence over requests for partial shifts off.

<sup>16</sup> Amendments made to the use of Compensatory Time were approved by the Parties on XXXX, 2019.

<sup>17</sup> The Attachment A from the previous contract (MOU 1) has now been incorporated into this agreement as a new Section 10 incorporating the previous Memorandums of Understanding 1, 3, and a part of 9 referencing Compensatory Time.

<sup>18</sup> 29 US Code §207(o)(5)(b).

10.10 Mileage. Employees who have the prior approval of the Police Chief or designee and who use their private vehicle in connection with their employment shall be reimbursed at the standard per-mile reimbursement rate approved annually by the Internal Revenue Service.

10.11 Cancelled Appearances. If a scheduled court appearance is cancelled with less than twenty-four (24) hours' notice, a minimum payment of two hours at time and one/half shall apply.

#### ARTICLE XI - SICK LEAVE

11.01 Definitions. As used in this Article, the following words and terms shall have the following meanings:

- **“Immediate family”** means the Employee’s spouse, child, stepchildren, grandchildren, or parent, if parent is living within the household of the Employee.
- **“Sick leave”** means an absence from duty of an Employee because of his/her illness or bodily injury, or that of a member of his/her immediate family, and includes the Employee or the Employee’s immediate family going to a doctor for medical tests or wellness care.
- **“Sick leave credits”** means the number of hours of sick leave the Employee can accrue.

11.02 Sick Time Rules. In order to be granted sick leave with pay, the Employee must adhere to the following:

- a) Report reason for absence from work promptly.
- b) Keep the City informed of his/her condition.
- c) Permit the City to make such medical inquiry or visit as it may determine necessary.
- d) Submit doctor’s certificate for any absence of more than three working days certifying as to inability to work, unless excused by the Police Chief.
- e) When an insufficient sick leave balance remains to cover the absence of an Employee, the remainder shall be charged either to accumulated vacation or leave without pay, at the Employee’s option.

11.03 Accrual of Credits. Sick leave credits accrue as follows:

- a) All Employees for whom vacation periods are provided shall earn sick leave for any month where the Employee has completed 13 days of compensated service. The amount of sick leave earned shall be based on the schedule worked by the Employee: one day of sick leave means eight and one half (8.5) hours for employees working 12 hour shifts,<sup>19</sup> eight hours for employees working eight hour shifts, and eight and one/half hours for employees working eight and one/half (8 ½) hour shifts.
- b) No Employee shall be credited with an accumulation of more than 1275 hours of sick leave credits.
- c) Employees shall not be required to use sick leave in the case of an on-the-job injury when Workers’ Compensation benefits are paid to the Employee.
- d) Employees will receive eight and one/half hours of additional pay when six consecutive months have passed without that Employee using sick leave. As long as there are six consecutive months without using any sick leave when this Employee is at the maximum of 1096.5 days of sick leave, the additional day of pay will be granted in the month of December that follows the six-month period being addressed. The six consecutive months do not have to be within the same calendar year.<sup>20</sup>

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<sup>19</sup> Updated to reflect 12 hour shift in MOU entered into by the parties in February 2016.

<sup>20</sup> In MOU #4 – Sick Leave, the Parties agreed to a clarification of this section on July 27, 2000, and added the subsection. Employee is performing such light duties, he/she shall provide the Police Chief with a doctor’s certification of his/her illness or injury on a weekly basis, if requested.

- 11.04 Insufficient Sick Leave Credits. If an Employee is absent from work for any reason set forth under Section 14.01, and at such time has accumulated insufficient sick leave to cover the time lost, the amount of the time lost shall be deducted from current earnings of said Employee, provided; however, that for each month worked during such calendar year by said Employee during which no sick leave is taken, said Employee shall be reimbursed for the time he/she had lost as a consequence of the insufficient accumulation of sick leave.
- 11.05 Compensation Upon Retirement or Termination. Employees who retire or voluntarily quit shall be entitled to compensation of any unused sick leave days up to a maximum of 1200 hours at the time he/she leaves the service of the City. At the time of separation, such Employee can designate all or part of this benefit for continued health insurance coverage under Agreement; however, sick leave credits in excess of 1096.5 hours and up to 1200 hours may be used only for purposes of health insurance and at no time shall the cash benefit exceed 1096.5 hours. In the case of an Employee's death, this payment shall be made to the Employee's estate under the same conditions set forth above. An Employee's spouse can remain in the City's Health Insurance Plan at his/her own expense if the Employee dies and, in this regard, the Employee and/or the Employee's spouse can remain in the plan until reaching the age of 65 or becoming eligible for Medicare.
- 11.06 Anticipated Time Off. In the event that an Employee is aware in advance that they will need to take sick leave, it shall be the duty of the Employee to notify the Police Chief as far in advance as possible, in writing, of the anticipated time and duration of such sick leave, the reason for requesting such sick leave, and medical certification that the Employee will be able to perform his/her normal work function. Employees will be required to begin using sick leave on the date after which their doctor certifies that they are medically unable to perform their normal duties. An Employee on sick leave is required to notify the Police Chief at the earliest possible time of the anticipated date on which the Employee shall be able to resume his/her normal duties. The Police Chief may require a certificate from a physician that the Employee on sick leave is medically unable to perform his/her normal duties, and such certification may be required for each month the Employee is on sick leave. In the event that an Employee is on sick leave and fails to return to work as soon as he/she is medically able to perform his/her assigned duties, he/she may be deemed to have resigned his/her position with the Department and to have waived all employment rights. Sick leave benefits under this provision shall be paid to the Employee who is on sick leave only for the actual service day missed due to medical inability to perform his/her duties.
- 11.07 Light Duty. If an Employee provides the Police Chief with a certificate from his/her doctor that the Employee can safely perform light duty, the Employee shall be provided with light duty for the duration of the illness or injury up to a maximum period of one year. The Employee shall not be returned to his/her regular duties until such time as his/her doctor certifies that he/she is able to safely perform regular duties. After returning from light duty, additional light duty is available subject to the amount already used. Additional available light duty time shall be prorated based on the amount of time used and the additional light duty time shall be earned on a monthly basis, e.g., after using one month of light duty, only eleven months are available until an employee has worked an additional month at full duty, and after two months of light duty, only ten months are available until an employee has worked an additional two months at full duty.
- 11.08 Catastrophic Leave Account. A Catastrophic Leave Account ("CLA") will be created for each Employee for the purpose of accumulating additional sick leave time up to 255 hours. To be eligible, an Employee must already have reached his/her maximum sick leave accrual limit. Employees may only use this CLA time during the event of a major illness when other sick leave time has been exhausted. Time accumulated in the Catastrophic Leave Account is not reimbursable when an Employee terminates or retires from service with the City.

## ARTICLE XII - VACATION

12.01 Rate of Earning. Vacation leave shall be earned and paid out based on a maximum workday of eight and one-half (8 ½) hours for all Employees.<sup>21</sup> The following annual vacation schedule shall apply<sup>22</sup>:

- 59.5 hours of vacation after completion of one year of service;
- 119 hours of vacation after completion of 2 years of service;
- 178.5 hours of vacation after completion of 5 years of service;
- 204 hours of vacation after completion of 20 years of service;
- 212.5 hours of vacation after completion of 25 years of service.

12.02 Using Vacation Time. Vacation leave shall not be cumulative and Employees shall take vacation during the calendar year in which it is earned. If an Employee takes vacation before it is earned, the Employee shall be required to pay back to the City that amount not earned if the Employee leaves the employ of the City. Vacation time may be used in increments up to and including 12 hours.<sup>23</sup> Employees may carry over up to 12 hours of vacation time; any hours in excess of the 12 hours will be forfeited.

12.03 Rules for Scheduler. The Police Chief shall schedule vacation, giving due consideration to seniority rights, the needs of the Department, and to the remaining staff to perform the necessary duties of the Department; however, scheduling of Department employees outside of the bargaining unit shall not affect the scheduling of Employees covered under this Agreement.

12.04 Time-Off Requests.<sup>24, 25</sup> The vacation draw process will be open for submissions on December 1<sup>st</sup> of each year, by utilizing the Department scheduling software, and the process will be closed at the end of the day (11:59 p.m.) on December 31<sup>st</sup>. Each Employee will be afforded the opportunity for his/her first, second, and third priority vacation draws for the period of January 1<sup>st</sup> to December 31<sup>st</sup> of the new calendar year. These three draws will be approved on a seniority basis and on a rotating basis. This means that in accordance with seniority, each Employee will get a first draw. When all Employees have received their first draw on the basis of seniority, the second draw process will be completed, and then the third draw.

- a) Each Employee may submit his/her three priority draws if he/she desires, but if each phase of the priority draw process is not completed as noted above, that person may be bumped. In other words, a first draw request supersedes a second draw request if the dates requested are in conflict.
- b) Vacation requests made on or after January 1<sup>st</sup> will be considered on a first-come first-served basis.
- c) If an Employee selects a vacation day that is on a holiday, he/she will receive an additional vacation day to be scheduled by mutual agreement between the Employee and Police Chief.
- d) Vacation draw requests shall be responded to by the City no later than the end of the day (11:59 p.m.) on January 31<sup>st</sup> of the new calendar year.
- e) Nothing contained in this section shall be construed to mean that management is waiving its right to rescind approved vacation time in the case of a bona fide emergency or in the best interests of the Department (examples of when vacation may be rescinded include, but are not limited to, unanticipated staffing shortages, Departmental emergencies, natural disasters, etc.).

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<sup>21</sup> Conversion of days to hours (i.e., 8 hours instead of 1 day) is in accordance with an MOU agreed to by the Parties in February of 2016.

<sup>22</sup> As agreed to by the Parties on XXXX, 2019, beginning January 1, 2020 this vacation schedule shall also apply to SROs which, heretofore, has been earning a maximum of eight hours of vacation time per workday.

<sup>23</sup> In accordance with an MOU agreed to by the Parties in February of 2016.

<sup>24</sup> In MOU #9 the Vacation Draws policy, Personal Holidays, and Compensatory Time were changed. This was approved by the City and Union on July 27, 2000.

<sup>25</sup> Amendments to language regarding Time-Off Requests was approved by the Parties on XXXX, 2019.

- 12.05 Order of Time Off. Vacation supersedes the use personal (floating) holidays, and personal holidays supersede the use of compensatory time-off.
- 12.06 Vacation Use by New Employees. New Employees shall not be allowed to use vacation for the first nine (9) months of employment.

**ARTICLE XIII - FUNERAL LEAVE**

- 13.01 Paid Funeral Leave. Paid funeral leave of up to 24 hours for Employees assigned to work a regular eight hour shift, 25 ½ hours for Employees assigned to work a regular eight and one/half hour shift, and 32 hours for Employees assigned to work a regular 12 hour shift, as applicable and as determined by the Employee’s assignment at the time of the paid funeral leave use, will be granted to full-time Employees for absences from work cause by a death in the employee’s immediate family.<sup>26</sup> For the purpose of this Article, “immediate family” means:

Employee’s Mother	Employee’s Grandfather	Employee’s Wife
Employee’s Mother-in-Law	Employee’s Brother	Employee’s Husband
Employee’s Step-Mother	Employee’s Half-Brother	Employee’s Son
Employee’s Grandmother	Employee’s Step-Brother	Employee’s Step-Son
Employee’s Father	Employee’s Sister	Employee’s Daughter
Employee’s Father-in-Law	Employee’s Half-Sister	Employee’s Step-Daughter
Employee’s Step-Father	Employee’s Step-Sister	Employee’s Grandchild
		Employee’s Domestic Partner <sup>27</sup>

- 13.02 Guardian or Foster Parent. Under certain circumstances, a guardian or foster-parent arrangement may exist. If this relationship existed in the case of a *part-time* or *seasonal employee*, because of that status, the employee would not be paid for such leave. However, if the employee is a full-time employee, such a relationship may be considered on the same level as a biological parent. Under those circumstances the City Administrator should be consulted before proceeding further.

- 13.03 Other Family Members. Paid funeral leave of up to eight hour for Employee’s assigned to work a regular eight hour shift, eight and one/half hours for Employees assigned to work a regular eight and one/half hour shift, or 12 hours for Employees assigned to work a regular 12 hour shift, as applicable and as determined by the Employee’s assignment at the time of the paid funeral leave use, will be grated to full-time Employees for absences from work caused by the death of an employee’s other family member.<sup>28</sup> For the purpose of this Article, “other family members” means:

Spouse’s Parent	Employee’s Sister-in-Law	Employee’s Nephew
Spouse’s Grandparent	Employee’s Aunt	Employee’s Step-Mother-in-Law
Spouse’s Step-parent	Employee’s Uncle	Employee’s Step-Father-in-Law
Employee’s Brother-in-Law	Employee’s Niece	Employee’s Great Grandparent

- 13.04 Deceased Friend Leave. Time off may be granted at the discretion of the Police Chief or designee for a full-time Employee to attend the funeral services of a deceased friend. If permission is given by the Police Chief or designee to attend such services for a deceased friend, the Employee may request the use of his/her compensatory or vacation time to cover the missed wages.

<sup>26</sup> In accordance with an MOU agreed to by the Parties on July 7, 2017.

<sup>27</sup> Defined by §103.10(1)(ar), Wis. Stat.

<sup>28</sup> Id.

**ARTICLE XIV - PROMOTIONS, VACANCIES**

- 14.01 Promotions. When promoted, Employees shall be placed on the next higher range step of their old positions for the duration of a one year probationary period. At the conclusion of the one year probationary period, employees shall be placed at their appropriate range step.
- 14.02 Filling Vacancies. When new classifications are created or vacancies exist within the Department, Employees shall be given the first opportunity to fill such vacancies. Promotions to another job classification shall be determined on the basis of relative ability, experience, and other qualifications as substantiated by an Employee’s personnel records, including his/her performance appraisals. Where ability, experience, qualifications, and performance are relatively equal, seniority shall be the determining factor. If not promoted, the Employee will be notified of the reason.

**ARTICLE XV - CLOTHING AND PERSONAL PROPERTY**

- 15.01 Allotment. The City will purchase required clothing and replace worn-out clothing in an amount not to exceed the amount noted in the schedule below, per person, per year. Replaced clothing shall be returned to the Department. All purchases must be authorized by the Police Chief and be chosen from the authorized list of clothing. The annual amount for Employee’s clothing will be six hundred dollars (\$600). New Employees shall receive six hundred dollars (\$600) for clothing purchases when starting employment with the Department.
- 15.02 Reimbursement for Damages to Personal Property. Upon the filing of a bona fide claim with the Police Chief, the City will reimburse an Employee up to a maximum of fifty dollars (\$50.00) per year for personal belongings that are damaged in the line of duty.
- 15.03 Ballistic Vest Purchases.<sup>29</sup> The Department will purchase ballistic vests for initial issue and replacement as deemed appropriate by the Chief of Police. Vests will be purchased in accordance with specifications established by the Department at prices agreed upon with the vendor. If an Employee wishes to purchase a vest which meets the minimum specifications of the Department, but costs more than the vest authorized for purchase, the Employee may do so with the approval of the Chief of Police. The Employee will pay the additional cost of the vest from personal funds or clothing allowance. After the equipment has been in service for 30 consecutive months by the Employee, the vest becomes the personal property of the Employee. If the Employee leaves the Department prior to 30 consecutive months of use of the vest, the Employee may purchase the vest from the Department based upon a proration of the original cost to the Department. If the Employee does not wish to purchase the vest, the Department will retain possession; however, if the Employee paid personal funds for a more costly vest, the Department will not reimburse the Employee for this portion of the cost.

**ARTICLE XVI - LONGEVITY**

- 16.01 Rates. Longevity is to be paid to all full-time Employees at the following rates:
  - Three consecutive years of Service with the Department ..... \$60.00 Annually
  - Four consecutive years of Service with the Department..... \$80.00 Annually
  - Five consecutive years of service with the Department..... \$100.00 Annually
  - Each year of consecutive service with the Department after Five Years ..... \$20.00 per Year

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<sup>29</sup> In MOU #8 the City and Union agreed on procedures and conditions for Police Officers who purchase protective vests. The original MOU was approved on January 9, 1989, and recognized again in the July 27, 2000, Agreement.

16.02 Applicability. Employees shall receive longevity pay pursuant to Section 16.01 after completion of the prescribed years of Department employment. Longevity pay shall be computed from the first of the month following the anniversary of the Employee's date of hire. Payment shall be made on the next regular payday. An authorized leave of absence without pay, or sick leave in excess of accrued sick leave benefits, shall not be counted in computing years of service.

#### ARTICLE XVII - HEALTH AND WELFARE

17.01 Lunch Breaks. Employees are entitled to two 30-minute lunch breaks for each 12-hour shift worked and one 30-minute lunch break for each eight or eight and one-half hour shift worked.<sup>30</sup>

17.02 Group Health Insurance Plan. The City participates in the Wisconsin Public Employers' Group Health Insurance Program to provide health care benefits to its employees. The City reserves the right to change to a different plan provided the coverage is comparable. Employees have the option to choose a group health insurance plan from the standard plan and alternative health insurance plans offered by the Wisconsin Public Employers' Group Health Insurance Program in the City's service area.

a) City Contribution. Effective January 1, 2012, the City agrees to pay the premium for single or family health insurance in the amount of ninety (90%) of the gross premium of the alternative or standard health insurance plan that is the least costly qualified plan within the service area. The remaining premium, if any, shall be paid by the Employee via payroll deduction.

a) Retirees. Those employees who have retired from the Department may, at their own expense, choose to continue their coverage through a health care plan offered by the City. Such premiums must be submitted by the retiree on or before the premium due date. If the retiree in question fails to submit any such monthly premium to the City by this date, the employee's coverage under the policy shall be deemed to have terminated.

17.03 Income Continuation Insurance. The City shall provide Income Continuation Insurance through the Wisconsin Public Employers' Group Income Continuation Insurance Program on behalf of eligible Employees.

17.04 Participation in Retirement Plan. Each Employee shall be a participant of the Wisconsin State Retirement Plan as provided by Wisconsin Statutes and rules established by the Wisconsin Retirement System Board. The City shall pay the Employer's contribution amount of such retirement plan pursuant to the required amount per State law for all Employees, and shall also pay the Employee's contribution amount for all Employee's employed by the City as a sworn law enforcement officer prior to September 1, 2012.

#### ARTICLE XVIII - SENIORITY

18.01 Return to Bargaining Unit. With the mutual agreement of the City, an Employee shall be able to return to the bargaining unit without loss of seniority within the bargaining unit during the probationary period. For the purposes of this section, probationary period shall mean duties worked in the Department outside of a position in the bargaining unit.

18.02 When Seniority Applies. Seniority shall apply to layoff from work, recall after layoff from work, and vacation scheduling. Seniority shall also apply to shift preference so long as there are enough qualified Employee's to staff each shift. An Employee shall only be allowed to change shifts when a vacancy occurs on another shift. In addition, each November 1<sup>st</sup> – November 30<sup>th</sup> Employees will be allowed to select shifts with such change to be effective on

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<sup>30</sup> Pursuant to the MOU entered into between the Parties in February of 2016.

or about January 1<sup>st</sup>. Such shift changes are to be based on seniority, preference, and rank. It is understood such shift changes will be made based upon seniority so long as there are enough qualified Employee's to staff each shift. If there are no shift openings that accommodate the shift preferences submitted, these requested preferences will expire effective January 1<sup>st</sup>. If shift openings occur between January 1<sup>st</sup> and the following November 1<sup>st</sup>, the openings will be posted and assignment will be made by seniority when there are enough qualified Employee to staff each shift.<sup>31</sup>

- 18.03 Loss of Seniority. Seniority shall not be lost in the event of a layoff of two years or less. The seniority and employment relationship between the City and the Employee shall be broken and terminated if the Employee resigns or quits, is discharged from employment, fails to report to work within five working days after termination of a leave of absence, is retired, or is on layoff for more than two years.

#### **ARTICLE XIX UNION ACTIVITY**

- 19.01 Union Meetings. The Union may conduct periodic meetings as called by the Association President to discuss Association business. The meetings may be held at City Hall and Employees may attend Union meetings while on duty only for the purpose of agreement proposal preparation and the ratification of any proposed Collective Bargaining Agreement between the Parties. The meeting shall not last longer than ninety (90) minutes for Employees on duty, who must then return to their active shift. Employees on duty are subject to calls for service. The meetings shall be posted at the Police Station and the Police Chief must be notified twenty-four (24) hours in advance of the meeting time. Designated Union Officers shall be allowed to carry out related duties without loss of pay.

- 19.02 Meeting Locations. Union related meetings and/or discussions, whether formal or informal, should whenever reasonably possible be conducted in a separate office or workspace not already occupied by on-duty personnel who are working and not part of the discussion.

#### **ARTICLE XX - MISCELLANEOUS PROVISIONS**

- 20.01 Maintenance of Standards. The City agrees that all conditions of employment pertaining to wages, hours of work, and general working conditions shall be maintained.
- 20.02 Savings Clause. If any Article or Section of this Agreement, or any addendums thereto, shall be held invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of negotiating a substitute clause for such Article or Section.
- 20.03 Amendments. Amendments to this Agreement may be made only upon written mutual consent of the Parties.
- 20.04 Notice. Written notices to the City as required herein must be mailed to both the City Clerk and to the City Administrator at 101 South Boulevard, Baraboo, WI 53913.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

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<sup>31</sup> The City and Union agreed in MOU #7 on July 27, 2000, to make a clarification in Article 8, Section 2 of prior Agreement regarding the submittal of shift preferences.

**FOR THE CITY OF BARABOO**

\_\_\_\_\_  
Mike Palm, Mayor

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

\_\_\_\_\_  
Ed Geick, City Administrator

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

\_\_\_\_\_  
Brenda Zeman, City Clerk

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

**FOR THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION, INC.**

\_\_\_\_\_  
Michael Goetz, WPPA Business Agent

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

\_\_\_\_\_  
Mark Creighton, Association President

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

NBO-1

The City of Baraboo, Wisconsin

**Background:** The City has an ordinance regulating pet waste. The intent of the ordinance is for people to curb their dogs (i.e., pick up their dog’s solid waste) and properly dispose of the waste. Part of the ordinance is unenforceable as it requires the dog owner to also pick up the dog’s urine. It is recommended that the ordinance be modified for simplicity and to be fully enforceable.

**Fiscal Note: (check one)**  **Not Required**  **Budgeted Expenditure**  **Not Budgeted**  
**Comments:**

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. Section 9.08(2) of the Baraboo Municipal Code is amended as follows:

(2) ANIMAL WASTE REGULATED. No person having in his/her possession or under his/her control any dog, cat, or other animal shall allow the same to defecate, ~~urinate, or deposit any animal waste~~ off the premises of its owner or keeper and upon any public ~~property street or alley, sidewalk or Treebank, school grounds, public park, or other public grounds,~~ or upon any private property without the permission of the owner of the property. In the event the animal defecates on another’s land or on any public ~~property street or alley, sidewalk or Treebank, school grounds, public park or other public grounds,~~ the owner or person in control of the animal shall immediately remove and dispose of the feces ~~or other waste~~ in a sanitary manner. (2092 09/10/02)

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and is recorded on page \_\_\_\_ of volume \_\_\_\_\_.

City Clerk: \_\_\_\_\_

NBO-2

The City of Baraboo, Wisconsin

**Background:** The City owns and maintains a Yard Waste and Compost Transfer Site located at 407 Briar Street ("Site"). The intent of the Site is to give residents a place to dispose of yard waste and brush free of charge. The City will compost what it can and will turn some of the brush into wood chips. The public, including non-residents and businesses, can collect as much of the compost and wood chips as they would like, also free of charge, although screened compost and topsoil is reserved for residents.

Unfortunately, some people have used the site as a dumping ground for general refuse, including trash, furniture and electronics. Additionally, contractors frequently use the site to dispose of yard waste, trees and brush that may originate from outside of the City.

In order to ensure the Site is kept safe and clean for residents, the Street Superintendent is requesting the Common Council adopt an ordinance regulating the use of the Site. By creating an ordinance, the Police Department will be able to enforce the provisions regarding the intended use of the Site and will have the ability to issue citations to violators.

As part of the creation of a new ordinance regulating the Site, it is recommended that the City's current Illegal Dumping ordinance be amended to ensure correct enforcement.

The current bond amount for an illegal dumping ordinance is the standard amount of \$213.10 including court costs. It is suggested that this amount be increased for second and subsequent offenses to discourage illegal dumping. It is suggested that the standard bond amount apply to the proposed new ordinance, as a violator would also be subject to a citation and corresponding penalties under the Illegal Dumping ordinance.

**Fiscal Note:** (check one)  Not Required  Budgeted Expenditure  Not Budgeted  
**Comments:**

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

**PROPOSED AMENDMENTS TO SECTION 11.08, CITY CODE, REGULATING ILLEGAL DUMPING**

**11.08 ILLEGAL DUMPING PROHIBITED.**

- (1) PURPOSE AND INTENT. Illegal dumping can harm the environment and negatively affect neighborhood aesthetics. Dumped items can also pose health and safety hazards to people and wildlife, lower property values, and result in taxpayer dollars being spent on enforcement and cleanup. Illegal dumping differs from littering based on the volume and type of waste that is discarded.
  
- (2) DEFINITIONS. As used in this section, the following words shall have the following meanings:
  - (a) "Dump" means to discard (i) more than one cubic foot in volume of litter at one time and/or (ii) furniture, appliances, yard waste and brush, electronics, vehicle components and other similar materials. Material placed at a location with an intent to leave it indefinitely, or material which has not been removed from a location within twenty-four hours, is deemed discarded.

- (2) ILLEGAL DUMPING PROHIBITED. It shall be illegal for any person to ~~dump, dump, dispose, deposit, litter or store refuse~~ any material in the City on either private or public land except when (i) such land is designated by the City for dumping or is a facility licensed for such purpose, (ii) such person is authorized to use such designated property or licensed facility, and (iii) such person uses such property or facility according to the rules and regulations of said property or facility.
- (3) PENALTY. Any person who shall violate any provision of this section or who shall permit or allow a violation of this section, shall be subject to a penalty as provided for in §25.04 of this Code.
- (3) COST OF REMOVAL. In addition to any other penalty imposed by this Code for illegal dumping, the cost of cleaning up any item that has been illegal dumped by the City shall be collected as a debt from the person causing the illegal dumping. If the charge is not paid within 30 days of the date of billing, as additional administrative collection charge of 10 percent of the charge shall be added to the amount due, plus interest shall accrue thereon at the rate of 1 percent per month until paid.

**PROPOSED NEW ORDINANCE REGULATING THE YARD WASTE AND COMPOST TRANSFER SITE**

**11.08(M) YARD WASTE AND COMPOST TRANSFER SITE.**

- (1) **PURPOSE AND INTENT.** The City recognizes that there is a benefit to the community by having and maintaining a publicly owned facility where City residents can dispose of yard waste and brush for free, which the City can then processes into compost and mulch. To accomplish this, the City owns and maintains a Yard Waste and Compost Transfer Site where City residents can dispose of their brush and yard waste originating from their residential property, and where anyone, residents and non-residents alike, can obtain brush, yard ward waste, wood chips and wood free of charge.
- (2) **DEFINITIONS.** As used in this section, the following words and terms shall have the following meanings:
  - (a) **“Brush”** means organic woody material trimmed from trees, shrubs or bushes, but does not include tree stumps or pieces that are greater than 8’ long or 8” in diameter originating from a resident’s property.
  - (b) **“Person”** means an individual and not a business, company, corporation or other legal entity or person acting on behalf of a business, company, corporation or other legal entity.
  - (c) **“Property”** means an owned or leased residential property located within the City of Baraboo.
  - (d) **“Resident”** means a person permanently residing in the City of Baraboo.
  - (e) **“Yard Waste”** means organic material such as leaves, weeds, garden trimmings, plant debris, twigs less than 18" long, pumpkins, crab apples, pinecones, etc., originating from a resident’s property.
  - (f) **“Yard Waste and Compost Transfer Site”** or **“Site”** means property owned by the City of Baraboo located at 407 Briar Street.
- (3) **YARD WASTE AND COMPOST SITE REGULATIONS.**
  - (a) Residents may dispose of any amount of yard waste and brush at the Site so long as the brush and yard waste originated from the resident’s property. Disposal of any other material by a resident, or any brush or yard waste not originating from the

resident's property, requires the prior written approval of the Director of Public Works or designee.

- (b) Non-residents, business, companies, corporations and other legal entities, and all persons acting on behalf of non-residents, businesses, companies, corporations or other legal entities, are prohibited from disposing any material at the Site, including brush and yard waste, without the prior written approval from the Director of Public Works or designee.
- (c) All material deposited at the Site must be deposited in the areas so designated.
- (d) Any person, including non-residents, contractors and corporations, may access the Site in order to take any amount of brush, yard waste, wood chips or wood that is at the Site; however, screened compost and topsoil material is reserved for residents unless prior written approval from the Director of Public Works or designee is obtained.
- (e) Use of the Site is limited to the uses described herein; any other use is prohibited.
- (f) Users of the Site strictly warrant and affirm that the user indemnifies and holds the City harmless from and against any claims or other legal action arising from their use of the Site, in whatever form that use may occur, and includes the use of any materials taken from the Site. The City does not guarantee the availability of any materials at the Site.

**PROPOSED AMENDMENTS TO SECTION 25.10 - BOND SCHEDULE FOR ORDINANCE VIOLATIONS**

(3)(h) Chapter 11 - Health and Sanitation - Violations: Standard bond amount, except as follows:

- 1. Solid waste and recyclable violation contrary to §11.07: First violation - \$50.00; Second violation within one year, as defined by §11.04(f) - \$100.00; Third violation within one year, as defined by §11.04(f) - \$500.00.
- 2. Illegal Dumping contrary to §11.08: First violation - \$100; Second violation within one year, as defined by §11.04(f) - \$250; Third and subsequent violations within one year, as defined by §11.04(f) - \$500

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and is recorded on page \_\_\_\_ of volume \_\_\_\_\_.

City Clerk: \_\_\_\_\_

# Memo City Administrator



To: Mayor and City Council  
From: Ed Geick  
Subject: Goals Summary  
Date: August 1, 2019  
CC: Department Heads

## Overview

Well, that's interesting! That was my first thought as I looked over the results of the goals survey. All of the details are attached in the report with the pie charts beginning with the original survey results and that includes the comments made to any question. Table 1, page 3, of this memo summarizes the top 15 goals by Council, Dept. Head and by Total Votes. There is enough disparity in the lists to stimulate good discussion of what the final goal priorities should be. There are some notable variations between Council and Department Heads in several areas but everyone agrees that Road Maintenance and street improvements are the top goals. The City's Financial Condition and the Fire Department/Ambulance working together are also top priorities.

The attached detailed data results are listed in order: 1) the original list and categories used on the survey, 2) sorted by Council vote and 3) sorted by total vote and sorted by Dept. Head vote.

## The Capital Improvement Plan

From the comments and questions I've gotten there appears to be some confusion about the start of the Library expansion and the construction of the new Fire/Ambulance building. It's my understanding that Library supporters are pushing for a start of their building project in 2021. Based on previous Council authorization the City staff have sent out a request for proposals for the site study and architectural design of a new Fire/Ambulance building. The Capital Plan has this project programmed for the site study in 2019, the architectural design, bidding and construction to be done in 2020 and the building would be occupied in May of 2021. The City's ability to finance the Fire/Ambulance project is already planned. The initial funding comes from Impact Fees for the site study and for the architectural design. The Fire/Ambulance project would not conflict with the proposed Library project in the current plan but moving the Library project up in the schedule on the Capital Plan schedule may conflict with other projects on the CIP list. If the City Council were to decide to reprioritize the Fire/Ambulance and Library projects then the whole CIP will need reprogramming because of the various funds that are involved in the mix. I know the City Council has a strong interest in accommodating the Library's request to be moved up on the CIP. The UW/BSC campus project for the Fine Arts building has had some changes in cost and timing so that helps this question some. Ehlers has notified the City that there are two existing bond issues that we have out that could be refinanced for a savings.

**Recommendation:** I would recommend to the City Council that a Financial Analysis be requested from Ehlers on our Capital Plan, Debt schedule and any refinancing to determine the best direction

to consider for the upcoming building projects. This would include the Fire/Ambulance, Library, UW-BSC and Pool projects. This would also take into consideration the use of USDA financing for any of the projects. Based on Finance Director Cynthia Haggard's review of the list of current and proposed projects and considering the potential use of a USDA loan for the Fire/Ambulance building there may be sufficient debt capacity to start the Library project in 2021.

### **Public Safety Services**

The City's Public Safety Services is always a leading goal for Council but this year the Baraboo District Ambulance Service was an important topic for everyone. I think emergency medical services is considered by all to be a very important part of the services we provide to the public. There is also a lot of interaction between Fire, Police and BDAS. The recent financial issues at BDAS have caused concern about how dependable are the financial reports and what is the true condition of the BDAS budget. Reliable information about those important points is needed as we go into the FY20 budget preparation.

### **Housing**

The City Council prioritized "Housing" as a top item as well. We need to have more discussion about this priority and what the expectations are so that City staff can determine a path or plan for bringing the desired information to the Council. The goals of Updating the Comprehensive Plan, the Jackson property and removing the old hospital at 1208 Oak St. might also be part of the same conversation.

A Comprehensive Financial Plan is also a top topic. This topic could also encompass discussion of Contingency Fund, Staying under the Debt Limit, Shared Services, Alternative Sources of Revenue and the Financial Analysis that was recommended earlier. .

Under City Staff there was the perennial discussion of creating a full time Human Resources Director and a full time Information Technology person along with full time firefighters.

### **Library and Recreation**

The Library Expansion was a clear leader on the City Council's goals but not on the Department Head's goals. Recreation also was a leader on the Goals List with the Council with the Pool Improvement/Splash Pad #12 on their list and #6 in total votes. Both projects need to be considered in more detail under the recommendation I made earlier about a Financial Analysis to be done by Ehlers. Park Expansion was another topic leader in the total votes.

**Table 1**

<b>Council's top 11 Goals</b>	<b>Department Head top 11 Goals</b>	<b>Below are the top 11 Goals based on total votes:</b>
1. Roads, street reconstruction and aggressive street maintenance	Roads, street reconstruction and aggressive street maintenance	Roads, street reconstruction and aggressive street maintenance
2. Water quality	Complete Gaps in sidewalks	Shared Services with other local governments
3. Revaluation	Contingency Fund – City Hall	Water quality
4. Public Safety	Shared Services with other local governments	Public Safety as a priority
5. EMS Financial Plan w/Ambulance Commission input	Sidewalk repairs	Fire/EMS
6. Shared Services with other local governments	Remove old hospital at 1208 Oak Street	Stay under debt limit
7. Broadband	Comprehensive Financial Plan	Pool improvement /splash pad
8. Library expansion 2021	Alternate Revenue Sources – Street lights, other	Comprehensive financial plan
9. Fire / EMS	Bike Routes	Alternate sources of revenue
10. Stay under debt limit	Storm water maintenance	Remove the old hospital at 1208 Oak St.
11. Pool Improvement / Splash Pad	Hire an HR Director	EMS Financial Plan w/Ambulance Commission input
12. Residential housing plan	Consolidate Fire/EMS	Consolidate Fire/EMS
13. 2020 Census	Consolidate Baraboo and W. Baraboo	Consolidate Baraboo and W. Baraboo
14. R/D of Jackson property	Fire/EMS	Park Expansion – Children Equipment
15. Comprehensive financial plan	Stay under debt limits	Complete Gaps in sidewalks

## **Draft of List of City Goals for FY2020<sup>1</sup>**

### Capital Projects

1. Fire/EMS (Ambulance)
2. Library expansion
3. Pool Improvement/Splash Pad
4. Remove old hospital at 1208 Oak St.
5. Street reconstruction

### Staff, Equipment and Other

1. Shared services with other local governments
2. Comprehensive Financial Plan
3. Alternative Revenue Sources
4. Consolidation of Fire/EMS
5. Stay under debt limits

### Infrastructure

1. Road improvements: including street reconstruction and street maintenance
2. Sidewalk repairs and extensions
3. Update utility agreement with West Baraboo
4. Stormwater utility improvements
5. Utility engineering for Hwy 33

### Public Safety

1. Public Safety priority
2. Ambulance Financial Plan with Ambulance Commission input
3. At risk programs with staff and others
4. Fire department recruitment and consolidation of services
5. Drug & Alcohol program and education

### Environment and Nature

1. Water Quality
2. Park Expansion – Children’s equipment
3. River Rescue
4. Baraboo River
5. Skate Park

What’s missing from the list: Housing or planning for housing, Lead line replacement, Staffing, Revaluation, 2020 Census, etc.

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<sup>1</sup> These goals are a consolidation of the vote tabulations and if any ranking was done it was based on the Council vote tabulation.

	A	B	C	D	E
1	<b>Original List Summary</b>				
2					
3		Dept. Hd	Council	Total	Category
4	<b><u>INFRASTRUCTURE</u></b>				
5	Roads	42	41	83	INF
6	Complete Gaps in sidewalks	41	31	72	INF
7	Utility engineering for Hwy 33	33	32	65	INF
8	Sidewalk repairs	38	30	68	INF
9	Storm water maintenance	36	35	71	INF
10	Residential housing plan	33	37	70	INF
11	Lead service replacement program	31	30	61	INF
12	Utility replacement under river	30	30	60	INF
13	Aggressive street maintenance	41	40	81	INF
14	Downtown parking issue	33	31	64	INF
15	Parking meters	30	25	55	INF
16	Update utility agreement with west Baraboo	28	35	63	INF
17	Development plan for replacing historic street lights	33	25	58	INF
18	Street reconstruction program	36	39	75	INF
19	2020 census	32	37	69	INF
20	Revaluation	31	39	70	INF
21					
22	<b><u>STAFF, EQUIPMENT and Other</u></b>				
23	Hire a Human Resources Director	36	30	66	S, E & O
24	Electronic Poll Book	29	30	59	S, E & O
25	Comprehensive Financial Plan	37	36	73	S, E & O
26	Contingency Fund – City Hall	39	32	71	S, E & O
27	Hire a full-time IT Person	34	33	67	S, E & O
28	Build a Salt Storage Facility	24	29	53	S, E & O
29	Expand Diversity Program	27	30	57	S, E & O
30	Ordinances on line	27	28	55	S, E & O
31	Self-imposed debt limit	27	29	56	S, E & O

	A	B	C	D	E
32	Alternate Revenue Sources – Street lights, other	37	36	73	S, E & O
33	Jackson property – sell or develop	34	29	63	S, E & O
34	At risk diversionary program	33	29	62	S, E & O
35	Municipal court	24	27	51	S, E & O
36		28	28	56	S, E & O
37	Building maintenance – Facilities manager	33	32	65	S, E & O
38	Buy a Bucket truck for Public Works and Forestry	32	32	64	S, E & O
39	Long term financial plan for BDAS with EMS commission input	32	34	66	S, E & O
40	Training facility in fire station	32	31	63	S, E & O
41	Contingency fund	32	34	66	S, E & O
42	Depot – developer & plan	29	24	53	S, E & O
43	Update comprehensive plan	34	34	68	S, E & O
44	Design standards for South Blvd.	34	31	65	S, E & O
45	Consolidation of Fire/EMS	36	36	72	S, E & O
46	Shared Services with other local governments	39	38	77	S, E & O
47	Consolidate Baraboo & West Baraboo	36	36	72	S, E & O
48	Boundary agreement with Town of Baraboo	29	34	63	S, E & O
49	Broadband	29	38	67	S, E & O
50	Replace SCBA for firefighters	27	33	60	S, E & O
51	Program for Young Professionals - Attract & Retain	28	28	56	S, E & O
52					
53	<b>CAPITAL PROJECTS</b>				CAP
54	Remove old hospital at 1208 Oak Street	38	35	73	CAP
55	Library Expansion – 2021	30	38	68	CAP
56	UW Baraboo AV D / Arts	26	29	55	CAP
57	Fire / EMS	36	38	74	CAP

	A	B	C	D	E
58	Contingency Fund	35	34	69	CAP
59	Stay under debt limit	36	38	74	CAP
60	R/D Jackson Property	32	37	69	CAP
	LMI – Lower Income				
61	Housing – New expansion	30	35	65	CAP
62	Bike Trail – Great Sauk	34	28	62	CAP
63	Bike Routes	37	30	67	CAP
64	Replace Shared Ride Taxi Vehicles	34	34	68	CAP
65					
66	<b><u>PUBLIC SAFETY</u></b>				PS
67	At risk programs with others & staff	33	35	68	PS
68	Drug/Alcohol – Program/Education	30	32	62	PS
69	Public Safety as priority	36	39	75	PS
70	EMS Financial Plan w/Ambulance Commission input	33	39	72	PS
71	Fire recruitment /consolidation services	30	36	66	PS
72					
73	<b><u>ENVIRONMENT / NATURE</u></b>				E/N
74	Baraboo River	36	34	70	E/N
75	Skate Park	33	31	64	E/N
76	Park Expansion – Children Equipment	36	36	72	E/N
77	Pool Improvement / Splash Pad	36	38	74	E/N
78	River Rescue	31	35	66	E/N
79	H2O Quality	35	41	76	E/N
80	Non-Toxic Chemical for Weed Control	30	31	61	E/N
81					

	A	B	C	D	E
82	<b>Sorted by Category and Council Rankings</b>				
83					
84		Dept. Hd	Council	Total	Category
85	<b><u>INFRASTRUCTURE</u></b>				
86	Roads	42	41	83	INF
87	Aggressive street maintenance	41	40	81	INF
88	Street reconstruction program	36	39	75	INF
89	Revaluation	31	39	70	INF
90	Residential housing plan	33	37	70	INF
91	2020 census	32	37	69	INF
92	Storm water maintenance	36	35	71	INF
93	Update utility agreement with west Baraboo	28	35	63	INF
94	Utility engineering for Hwy 33	33	32	65	INF
95	Complete Gaps in sidewalks	41	31	72	INF
96	Downtown parking issue	33	31	64	INF
97	Sidewalk repairs	38	30	68	INF
98	Lead service replacement program	31	30	61	INF
99	Utility replacement under river	30	30	60	INF
100	Parking meters	30	25	55	INF
101	Development plan for replacing historic street lights	33	25	58	INF
102					
103	<b><u>STAFF, EQUIPMENT and Other</u></b>				S, E & O
104	Shared Services with other local governments	39	38	77	S, E & O
105	Broadband	29	38	67	S, E & O
106	Comprehensive Financial Plan	37	36	73	S, E & O
107	Alternate Revenue Sources – Street lights, other	37	36	73	S, E & O
108	Consolidation of Fire/EMS	36	36	72	S, E & O
109	Consolidate Baraboo & West Baraboo	36	36	72	S, E & O

	A	B	C	D	E
	Long term financial plan for				
	BDAS with EMS				
110	commission input	32	34	66	S, E & O
111	Contingency fund	32	34	66	S, E & O
112	Update comprehensive plan	34	34	68	S, E & O
	Boundary agreement with				
113	Town of Baraboo	29	34	63	S, E & O
114	Hire a full-time IT Person	34	33	67	S, E & O
	Replace SCBA for				
115	firefighters	27	33	60	S, E & O
	Contingency Fund – City				
116	Hall	39	32	71	S, E & O
	Building maintenance –				
117	Facilities manager	33	32	65	S, E & O
	Buy a Bucket truck for				
118	Public Works and Forestry	32	32	64	S, E & O
	Training facility in fire				
119	station	32	31	63	S, E & O
	Design standards for South				
120	Blvd.	34	31	65	S, E & O
	Hire a Human Resources				
121	Director	36	30	66	S, E & O
122	Electronic Poll Book	29	30	59	S, E & O
123	Expand Diversity Program	27	30	57	S, E & O
124	Build a Salt Storage Facility	24	29	53	S, E & O
125	Self-imposed debt limit	27	29	56	S, E & O
	Jackson property – sell or				
126	develop	34	29	63	S, E & O
127	At risk diversionary program	33	29	62	S, E & O
128	Ordinances on line	27	28	55	S, E & O
	Program for Young				
	Professionals - Attract &				
129	Retain	28	28	56	S, E & O
130	Municipal court	24	27	51	S, E & O
131	Depot – developer & plan	29	24	53	S, E & O
132					
133	<b>CAPITAL PROJECTS</b>				CAP
134	Library Expansion – 2021	30	38	68	CAP
135	Fire / EMS	36	38	74	CAP
136	Stay under debt limit	36	38	74	CAP
137	R/D Jackson Property	32	37	69	CAP

	A	B	C	D	E
138	Remove old hospital at 1208 Oak Street	38	35	73	CAP
139	LMI – Lower Income Housing – New expansion	30	35	65	CAP
140	Contingency Fund	35	34	69	CAP
141	Replace Shared Ride Taxi Vehicles	34	34	68	CAP
142	Bike Routes	37	30	67	CAP
143	UW Baraboo AV D / Arts	26	29	55	CAP
144	Bike Trail – Great Sauk	34	28	62	CAP
145					
146	<b><u>PUBLIC SAFETY</u></b>				PS
147	Public Safety as priority	36	39	75	PS
148	EMS Financial Plan w/Ambulance Commission input	33	39	72	PS
149	Fire recruitment /consolidation services	30	36	66	PS
150	At risk programs with others & staff	33	35	68	PS
151	Drug/Alcohol – Program/Education	30	32	62	PS
152					
153	<b><u>ENVIRONMENT / NATURE</u></b>				E/N
154	H2O Quality	35	41	76	E/N
155	Pool Improvement / Splash Pad	36	38	74	E/N
156	Park Expansion – Children Equipment	36	36	72	E/N
157	River Rescue	31	35	66	E/N
158	Baraboo River	36	34	70	E/N
159	Skate Park	33	31	64	E/N
160	Non-Toxic Chemical for Weed Control	30	31	61	E/N
161					
162					

	A	B	C	D	E
163	<b>Sorted by Total</b>				
164					
165	<b>INFRASTRUCTURE</b>				INF
166	<b>STAFF, EQUIPMENT and Other</b>				S, E & O
167	<b>CAPITAL PROJECTS</b>				CAP
168	<b>PUBLIC SAFETY</b>				PS
169	<b>ENVIRONMENT / NATURE</b>				E/N
170					
171		Dept. Hd	Council	Total	Category
172	Roads	42	41	83	INF
173	Aggressive street maintenance	41	40	81	INF
174	Shared Services with other local governments	39	38	77	S, E & O
175	H2O Quality	35	41	76	E/N
176	Street reconstruction program	36	39	75	INF
177	Public Safety as priority	36	39	75	PS
178	Fire / EMS	36	38	74	CAP
179	Stay under debt limit	36	38	74	CAP
180	Pool Improvement / Splash Pad	36	38	74	E/N
181	Comprehensive Financial Plan	37	36	73	S, E & O
182	Alternate Revenue Sources – Street lights, other	37	36	73	S, E & O
183	Remove old hospital at 1208 Oak Street	38	35	73	CAP
184	EMS Financial Plan w/Ambulance Commission input	33	39	72	PS
185	Consolidation of Fire/EMS	36	36	72	S, E & O
186	Consolidate Baraboo & West Baraboo	36	36	72	S, E & O
187	Park Expansion – Children Equipment	36	36	72	E/N
188	Complete Gaps in sidewalks	41	31	72	INF
189	Storm water maintenance	36	35	71	INF
190	Contingency Fund – City Hall	39	32	71	S, E & O
191	Revaluation	31	39	70	INF
192	Residential housing plan	33	37	70	INF

	A	B	C	D	E
193	Baraboo River	36	34	70	E/N
194	2020 census	32	37	69	INF
195	R/D Jackson Property	32	37	69	CAP
196	Contingency Fund	35	34	69	CAP
197	Library Expansion – 2021	30	38	68	CAP
198	At risk programs with others & staff	33	35	68	PS
199	Update comprehensive plan	34	34	68	S, E & O
200	Replace Shared Ride Taxi Vehicles	34	34	68	CAP
201	Sidewalk repairs	38	30	68	INF
202	Broadband	29	38	67	S, E & O
203	Hire a full-time IT Person	34	33	67	S, E & O
204	Bike Routes	37	30	67	CAP
205	Fire recruitment /consolidation services	30	36	66	PS
206	River Rescue	31	35	66	E/N
207	Long term financial plan for BDAS with EMS commission input	32	34	66	S, E & O
208	Contingency fund	32	34	66	S, E & O
209	Hire a Human Resources Director	36	30	66	S, E & O
210	LMI – Lower Income Housing – New expansion	30	35	65	CAP
211	Utility engineering for Hwy 33	33	32	65	INF
212	Building maintenance – Facilities manager	33	32	65	S, E & O
213	Design standards for South Blvd.	34	31	65	S, E & O
214	Buy a Bucket truck for Public Works and Forestry	32	32	64	S, E & O
215	Downtown parking issue	33	31	64	INF
216	Skate Park	33	31	64	E/N
217	Update utility agreement with west Baraboo	28	35	63	INF
218	Boundary agreement with Town of Baraboo	29	34	63	S, E & O
219	Training facility in fire station	32	31	63	S, E & O

	A	B	C	D	E
220	Jackson property – sell or develop	34	29	63	S, E & O
221	Drug/Alcohol – Program/Education	30	32	62	PS
222	At risk diversionary program	33	29	62	S, E & O
223	Bike Trail – Great Sauk	34	28	62	CAP
224	Non-Toxic Chemical for Weed Control	30	31	61	E/N
225	Lead service replacement program	31	30	61	INF
226	Replace SCBA for firefighters	27	33	60	S, E & O
227	Utility replacement under river	30	30	60	INF
228	Electronic Poll Book	29	30	59	S, E & O
229	Development plan for replacing historic street lights	33	25	58	INF
230	Expand Diversity Program	27	30	57	S, E & O
231	Self-imposed debt limit	27	29	56	S, E & O
232		28	28	56	S, E & O
233	Program for Young Professionals - Attract & Retain	28	28	56	S, E & O
234	UW Baraboo AV D / Arts	26	29	55	CAP
235	Ordinances on line	27	28	55	S, E & O
236	Parking meters	30	25	55	INF
237	Build a Salt Storage Facility	24	29	53	S, E & O
238	Depot – developer & plan	29	24	53	S, E & O
239	Municipal court	24	27	51	S, E & O

	A	B	C	D	E
240					
241	<b>Sorted by Council Ranking</b>				
242	<b>INFRASTRUCTURE</b>				INF
243	<b>STAFF, EQUIPMENT and Other</b>				S, E & O
244	<b>CAPITAL PROJECTS</b>				CAP
245	<b>PUBLIC SAFETY</b>				PS
246	<b>ENVIRONMENT / NATURE</b>				E/N
247	Street reconstruction program	36	39	75	INF
248	Revaluation	31	39	70	INF
249	Public Safety as priority	36	39	75	PS
250	EMS Financial Plan w/Ambulance Commission input	33	39	72	PS
251	Shared Services with other local governments	39	38	77	S, E & O
252	Broadband	29	38	67	S, E & O
253	Library Expansion – 2021	30	38	68	CAP
254	Fire / EMS	36	38	74	CAP
255	Stay under debt limit	36	38	74	CAP
256	Pool Improvement / Splash Pad	36	38	74	E/N
257	Residential housing plan	33	37	70	INF
258	2020 census	32	37	69	INF
259	R/D Jackson Property	32	37	69	CAP
260	Comprehensive Financial Plan	37	36	73	S, E & O
261	Alternate Revenue Sources – Street lights, other	37	36	73	S, E & O
262	Consolidation of Fire/EMS	36	36	72	S, E & O
263	Consolidate Baraboo & West Baraboo	36	36	72	S, E & O
264	Fire recruitment /consolidation services	30	36	66	PS
265	Park Expansion – Children Equipment	36	36	72	E/N
266	Storm water maintenance	36	35	71	INF
267	Update utility agreement with west Baraboo	28	35	63	INF
268	Remove old hospital at 1208 Oak Street	38	35	73	CAP

	A	B	C	D	E
269	LMI – Lower Income Housing – New expansion	30	35	65	CAP
270	At risk programs with others & staff	33	35	68	PS
271	River Rescue	31	35	66	E/N
272	Long term financial plan for BDAS with EMS commission input	32	34	66	S, E & O
273	Contingency fund	32	34	66	S, E & O
274	Update comprehensive plan	34	34	68	S, E & O
275	Boundary agreement with Town of Baraboo	29	34	63	S, E & O
276	Contingency Fund	35	34	69	CAP
277	Replace Shared Ride Taxi Vehicles	34	34	68	CAP
278	Baraboo River	36	34	70	E/N
279	Hire a full-time IT Person	34	33	67	S, E & O
280	Replace SCBA for firefighters	27	33	60	S, E & O
281	Utility engineering for Hwy 33	33	32	65	INF
282	Contingency Fund – City Hall	39	32	71	S, E & O
283	Building maintenance – Facilities manager	33	32	65	S, E & O
284	Buy a Bucket truck for Public Works and Forestry	32	32	64	S, E & O
285	Drug/Alcohol – Program/Education	30	32	62	PS
286	Complete Gaps in sidewalks	41	31	72	INF
287	Downtown parking issue	33	31	64	INF
288	Training facility in fire station	32	31	63	S, E & O
289	Design standards for South Blvd.	34	31	65	S, E & O
290	Skate Park	33	31	64	E/N
291	Non-Toxic Chemical for Weed Control	30	31	61	E/N
292	Sidewalk repairs	38	30	68	INF
293	Lead service replacement program	31	30	61	INF

	A	B	C	D	E
294	Utility replacement under river	30	30	60	INF
295	Hire a Human Resources Director	36	30	66	S, E & O
296	Electronic Poll Book	29	30	59	S, E & O
297	Expand Diversity Program	27	30	57	S, E & O
298	Bike Routes	37	30	67	CAP
299	Build a Salt Storage Facility	24	29	53	S, E & O
300	Self-imposed debt limit	27	29	56	S, E & O
301	Jackson property – sell or develop	34	29	63	S, E & O
302	At risk diversionary program	33	29	62	S, E & O
303	UW Baraboo AV D / Arts	26	29	55	CAP
304	Ordinances on line	27	28	55	S, E & O
305	Program for Young Professionals - Attract & Retain	28	28	56	S, E & O
306	Bike Trail – Great Sauk	34	28	62	CAP
307	Municipal court	24	27	51	S, E & O
308	Parking meters	30	25	55	INF
309	Development plan for replacing historic street lights	33	25	58	INF
310	Depot – developer & plan	29	24	53	S, E & O
311					
312					

	A	B	C	D	E
313					
314	<b>Sorted by Dept. Head Ranking</b>				
315	<b><u>INFRASTRUCTURE</u></b>				INF
316	<b><u>STAFF, EQUIPMENT and Other</u></b>				S, E & O
317	<b><u>CAPITAL PROJECTS</u></b>				CAP
318	<b><u>PUBLIC SAFETY</u></b>				PS
319	<b><u>ENVIRONMENT / NATURE</u></b>				E/N
320	Aggressive street maintenance	41	40	81	INF
321	Contingency Fund – City Hall	39	32	71	S, E & O
322	Shared Services with other local governments	39	38	77	S, E & O
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324	Remove old hospital at 1208 Oak Street	38	35	73	CAP
325	Comprehensive Financial Plan	37	36	73	S, E & O
326	Alternate Revenue Sources – Street lights, other	37	36	73	S, E & O
327	Bike Routes	37	30	67	CAP
328	Storm water maintenance	36	35	71	INF
329	Street reconstruction program	36	39	75	INF
330	Hire a Human Resources Director	36	30	66	S, E & O
331	Consolidation of Fire/EMS	36	36	72	S, E & O
332	Consolidate Baraboo & West Baraboo	36	36	72	S, E & O
333	Fire / EMS	36	38	74	CAP
334	Stay under debt limit	36	38	74	CAP
335	Public Safety as priority	36	39	75	PS
336	Baraboo River	36	34	70	E/N
337	Park Expansion – Children Equipment	36	36	72	E/N
338	Pool Improvement / Splash Pad	36	38	74	E/N
339	Contingency Fund	35	34	69	CAP
340	H2O Quality	35	41	76	E/N
341	Hire a full-time IT Person	34	33	67	S, E & O
342	Jackson property – sell or develop	34	29	63	S, E & O

	A	B	C	D	E
343	Update comprehensive plan	34	34	68	S, E & O
344	Design standards for South Blvd.	34	31	65	S, E & O
345	Bike Trail – Great Sauk	34	28	62	CAP
346	Replace Shared Ride Taxi Vehicles	34	34	68	CAP
347	Utility engineering for Hwy 33	33	32	65	INF
348	Residential housing plan	33	37	70	INF
349	Downtown parking issue	33	31	64	INF
350	Development plan for replacing historic street lights	33	25	58	INF
351	At risk diversionary program	33	29	62	S, E & O
352	Building maintenance – Facilities manager	33	32	65	S, E & O
353	At risk programs with others & staff	33	35	68	PS
354	EMS Financial Plan w/Ambulance Commission input	33	39	72	PS
355	Skate Park	33	31	64	E/N
356	2020 census	32	37	69	INF
357	Buy a Bucket truck for Public Works and Forestry	32	32	64	S, E & O
358	Long term financial plan for BDAS with EMS commission input	32	34	66	S, E & O
359	Training facility in fire station	32	31	63	S, E & O
360	Contingency fund	32	34	66	S, E & O
361	R/D Jackson Property	32	37	69	CAP
362	Lead service replacement program	31	30	61	INF
363	Revaluation	31	39	70	INF
364	River Rescue	31	35	66	E/N
365	Utility replacement under river	30	30	60	INF
366	Parking meters	30	25	55	INF
367	Library Expansion – 2021	30	38	68	CAP

	A	B	C	D	E
368	LMI – Lower Income Housing – New expansion	30	35	65	CAP
369	Drug/Alcohol – Program/Education	30	32	62	PS
370	Fire recruitment /consolidation services	30	36	66	PS
371	Non-Toxic Chemical for Weed Control	30	31	61	E/N
372	Electronic Poll Book	29	30	59	S, E & O
373	Depot – developer & plan	29	24	53	S, E & O
374	Boundary agreement with Town of Baraboo	29	34	63	S, E & O
375	Broadband	29	38	67	S, E & O
376	Update utility agreement with west Baraboo	28	35	63	INF
377	Program for Young Professionals - Attract & Retain	28	28	56	S, E & O
378	Expand Diversity Program	27	30	57	S, E & O
379	Ordinances on line	27	28	55	S, E & O
380	Self-imposed debt limit	27	29	56	S, E & O
381	Replace SCBA for firefighters	27	33	60	S, E & O
382	UW Baraboo AV D / Arts	26	29	55	CAP
383	Build a Salt Storage Facility	24	29	53	S, E & O
384	Municipal court	24	27	51	S, E & O

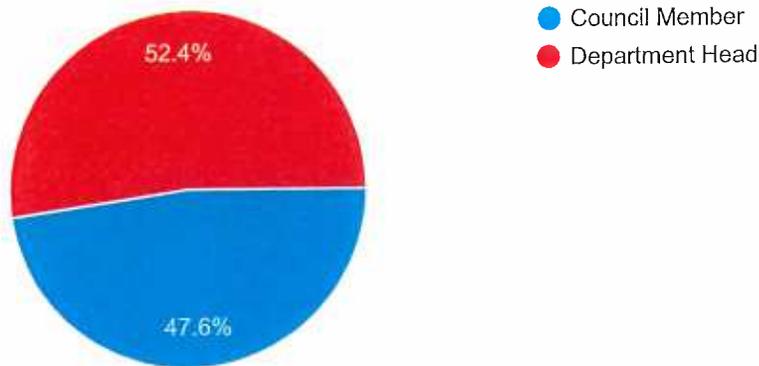


# 2019 Goal Setting Survey

22 responses

Are you a

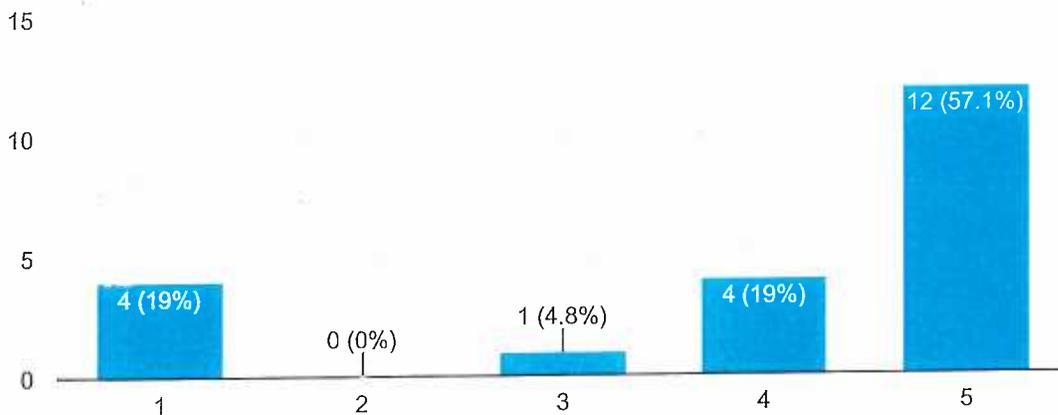
21 responses



## INFRASTRUCTURE

### ROADS

21 responses



## Comment

3 responses

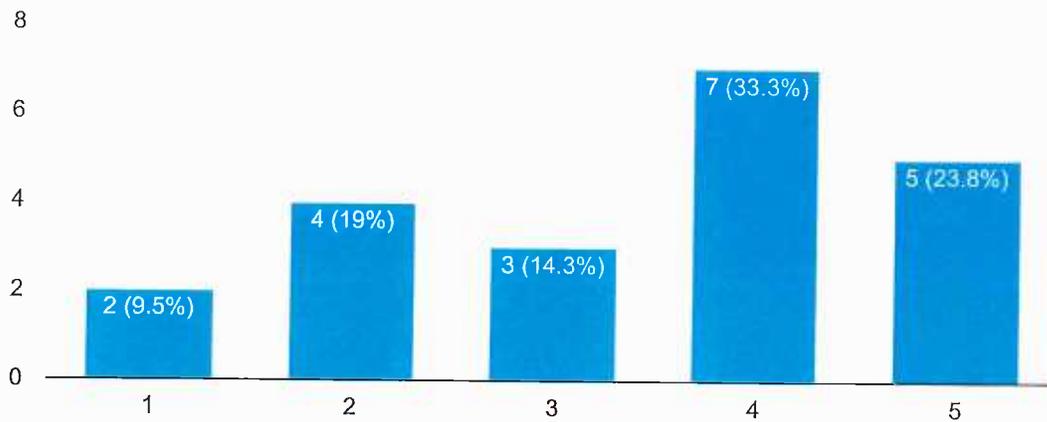
Additional Funding Sources Necessary! Prepare, Market, Receive Premier Resort Area Tax Via Referendum. Go Through 3 PRAT Cycles To Determine Our "Average" Annual Revenue and Borrow \$XX,XXX,XXX To Perform Major Street Renovations. Borrowing To Be Paid Back Via PRAT Funds.

Always the number one concern. CANNOT be ignored and funding has to be increased or we will continue to fall further behind.

Good roads are essential to economic sustainability and growth.

## Complete Gaps in Sidewalks

21 responses



## Comment

3 responses

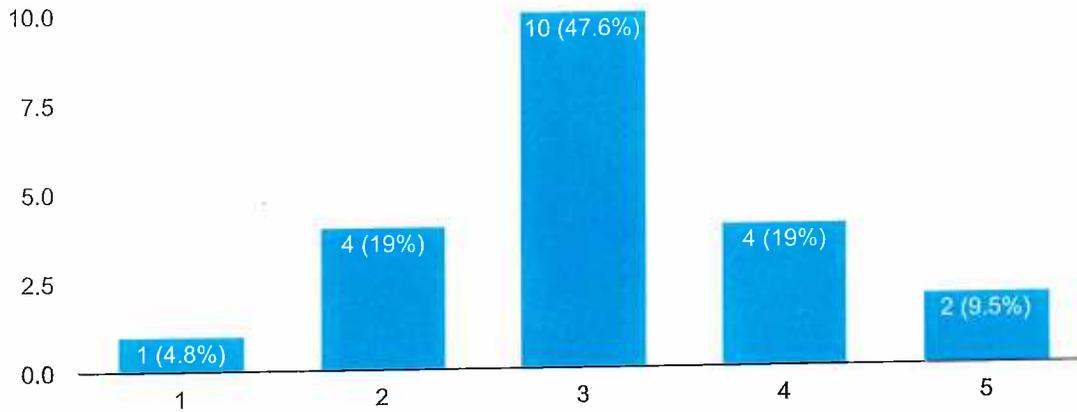
In Fairness to Others That Have Been Assessed and To Improve Walkability of Our City.

This is important, but is being handled very well by completing as streets are done.

As funding allows.

### Utility Engineering for Hwy 33

21 responses



### Comment

3 responses

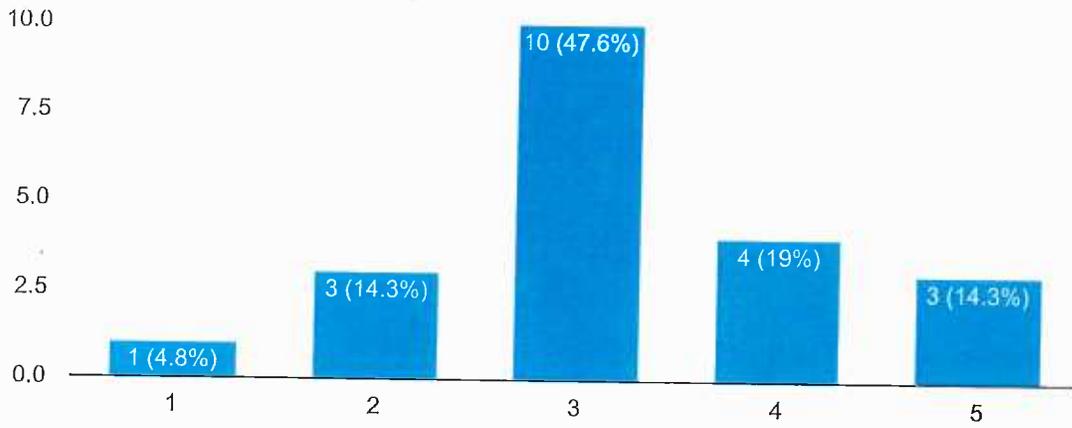
Not Enough Informed To Offer Opinion.

Hopefully, through showing our commitment, we can get this moved ahead on the state's schedule.

Necessary to get ready for road repair project.

### Sidewalk Repairs

21 responses



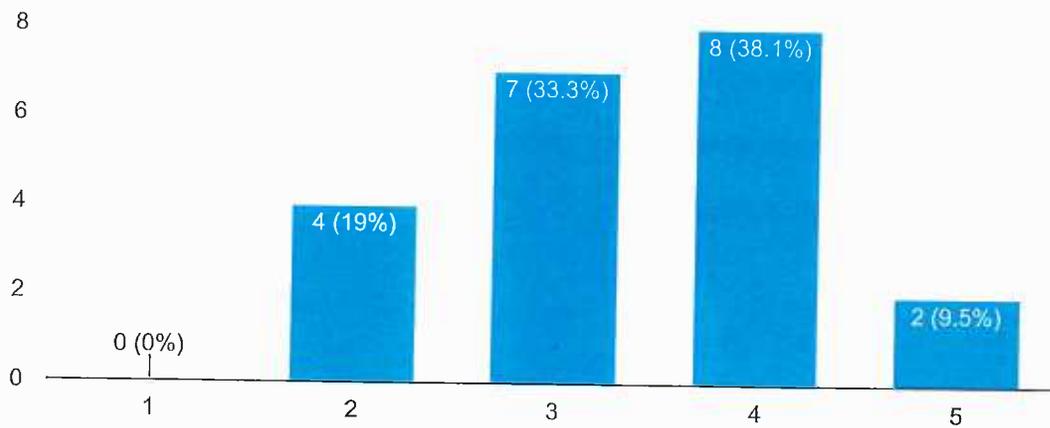
### Comment

1 response

Various Areas Where Ponding Could Occur Could Be Addressed.

### Storm Water Maintenance

21 responses



## Comment

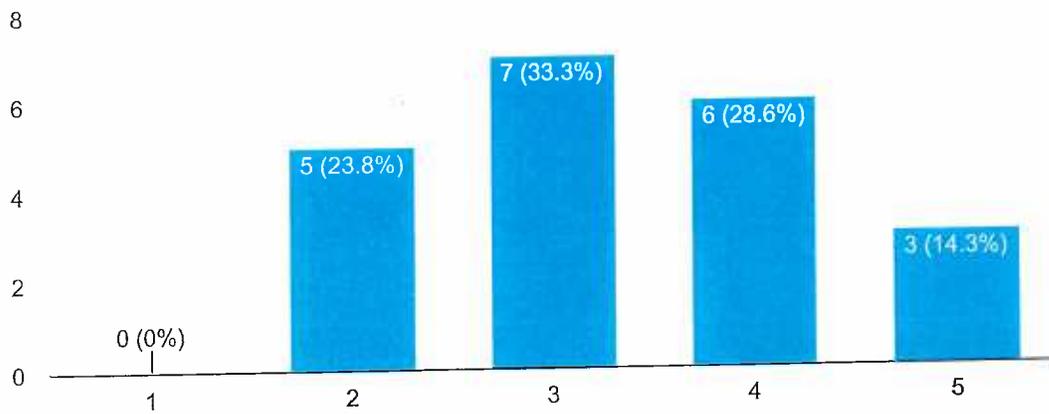
2 responses

Undersized and Deteriorating Areas Need to Be Addressed.

Given the current impact of climate change, flooding every year, this is a project worth considering

## Residential Housing Plan

21 responses



## Comment

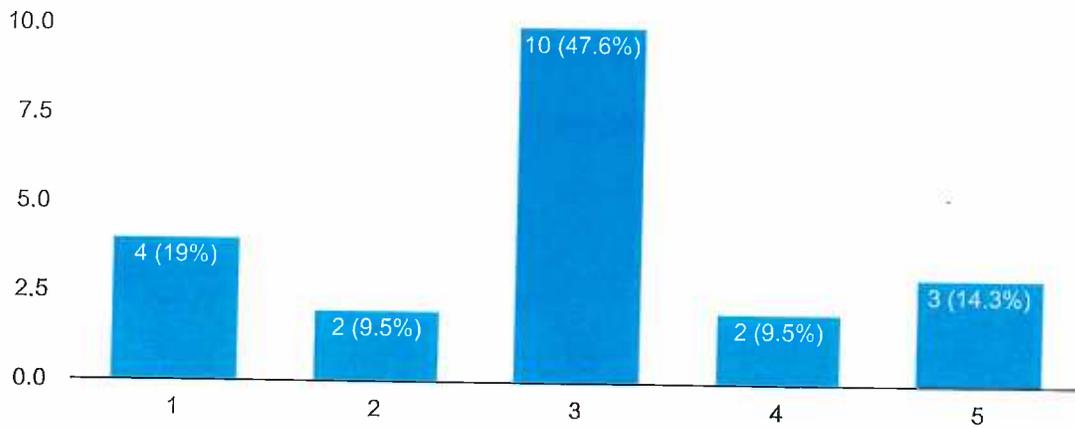
2 responses

Not Enough Informed To Offer Opinion.

There is a need for affordable housing. There is also a need to regulate current landlords who continue to violate city ordinances with substandard housing.

## Lead Service Replacement Program

21 responses



## Comment

3 responses

Not Enough Informed To Offer Opinion.

We should exhaust the free money before the grant expires.

Well publicized grant opportunity so public needs to step up and take advantage of existing programs.

## Utility Replacement Under River

21 responses



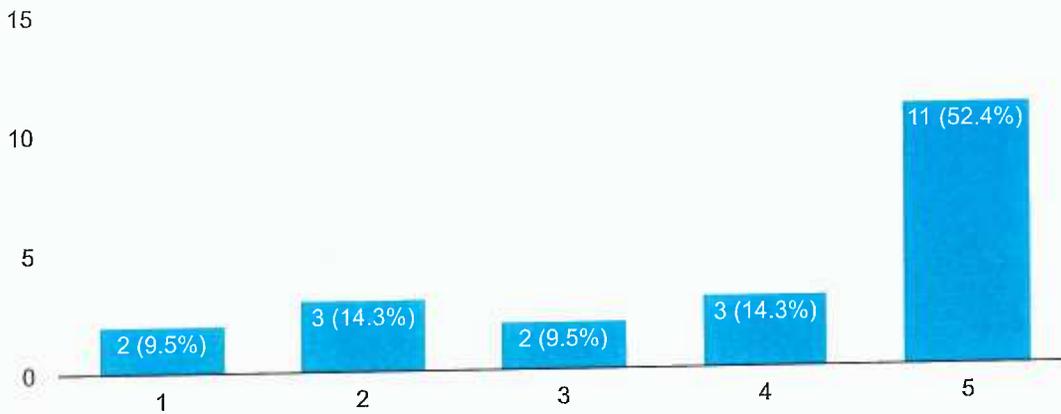
### Comment

1 response

Not Enough Informed To Offer Opinion.

### Aggressive Street Maintenance

21 responses



### Comment

3 responses

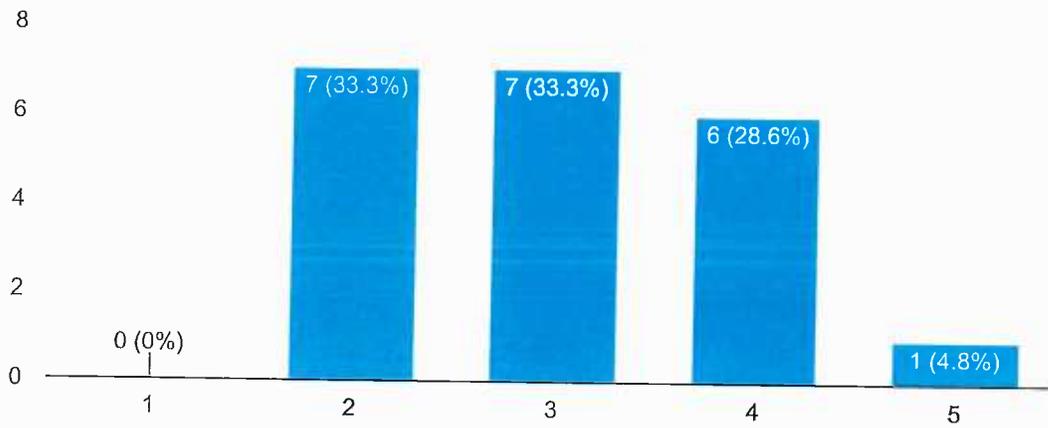
Many Streets Could Be Savable. Major Funding Needed To Get Back On Track.

Streets are in major disrepair. This can not be delayed.

Makes sense to have a short/long term plan. Public will better understand the need for additional funding if a plan is available.

### Downtown Parking Issue

21 responses



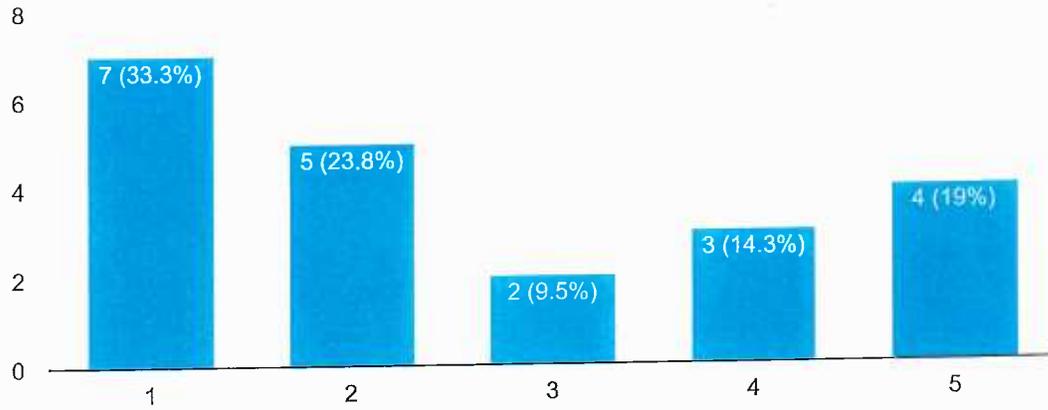
### Comment

1 response

Not Enough Informed To Offer Opinion.

### Parking Meters

21 responses



## Comment

4 responses

I Would Lean More Towards Selling Parking Permits For Parking Lots and Designating Areas of Lots For 24 Hour Parking To Areas Furthest From The Downtown. The Cost To Purchase Meters and Regulate Them May Exceed Revenue From Them. If Business Owners and Employees are Occupying Downtown Parking Spaces, DBI Should Work Together and Encourage a Different Practice.

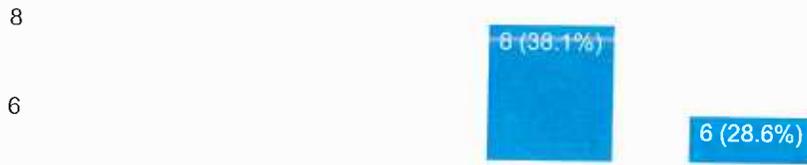
The initial investment should pay for itself relatively quickly, making this a pretty easy and essentially budget neutral (or better).

If it can be pay for itself! Could be a revenue source for the City, for BID, and/or DBI

Good revenue stream enhancement.

## Update Utility Agreement with West Baraboo

21 responses



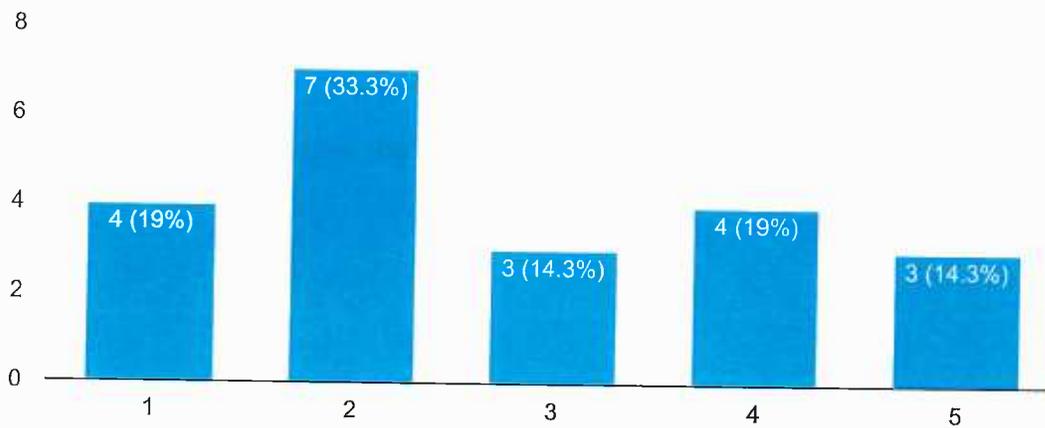
### Comment

1 response

Not Enough Informed To Offer Opinion.

### Development Plan for Replacing Historic Street Lights

21 responses



### Comment

2 responses

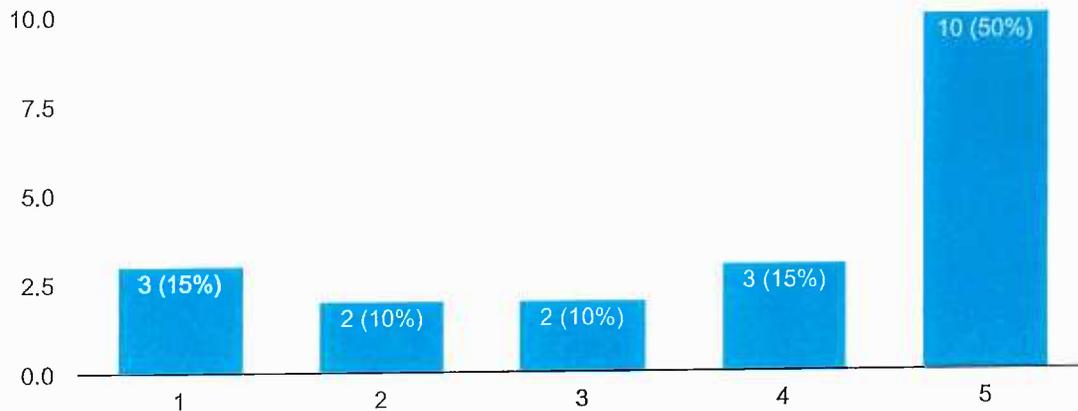
Style of Light We Currently Have Displays "Light Pollution" (Unused Luminescence). Poles Are Beginning to or Are Decaying. Concrete Poles are More Difficult to Replace Due to Lead Time For Replacements 227

When Needed. Could Be Part Of Downtown Renovation Project In Future. Depending On Utility Conditions, A Downtown Renovation Project May Qualify For Federal Grants and Funding. (I Admittedly Am Not Extremely Knowledgeable On Utility Grants). Guessing, Entire Replacement of Decorative lights Could Be \$2 Million+ Depending On Additional Options Chosen.

Consider forming a Street Light Utility

## Street Reconstruction Program

20 responses



## Comment

3 responses

Funding, Funding, Funding. With Other Funding Sources (PRAT), We Can Plan Larger Scale Projects Or Multiple Smaller Projects. Current Funding Allows For Some Planning But An Unexpected Major Repair Could Impact That Plan Negatively. We Shouldn't Have To Go Year By Year. We Should Be Able To Lay Projects Out At Least 5 Years In Advance. That Long Term Planning Will Benefit Us When Bidding Occurs Because Capable Contractors Will Be Planning Their Bids On Large Scale Projects A Couple Years In Advance.

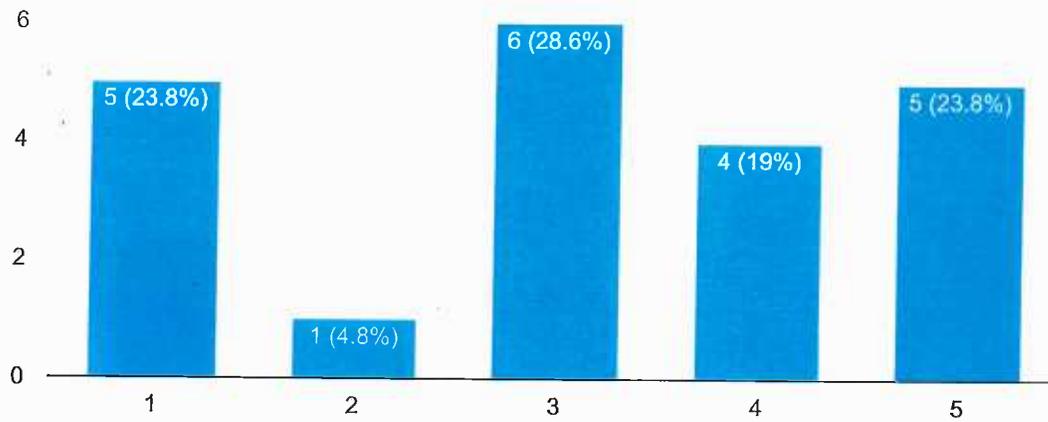
We need a definitive plan with the funding source provided to make sure it is achieved.

Already commented

## STAFF, EQUIPMENT & OTHER

### Hire a Human Resource Director

21 responses



### Comment

2 responses

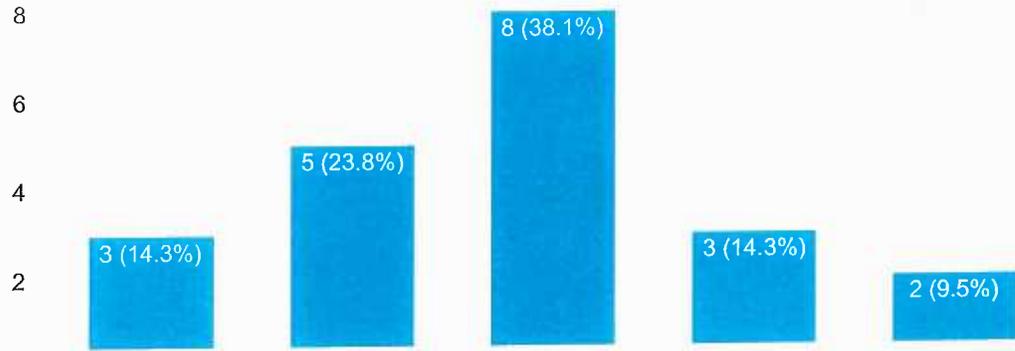
I Am Impressed With How Human Resources Are Handled Considering We Do Not Have An HR Director. CVMIC Is A Good HR Resource Available To Us When Needed.

This position will provide a separation (Third party review) between City Administrator and City Attorney when handling personnel issues

### Electronic Poll Book

21 responses

2019 Goal Setting Survey



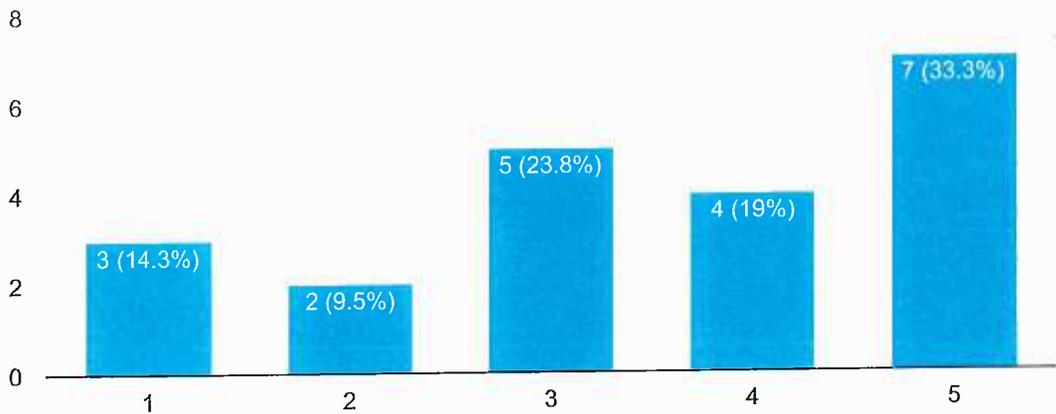
### Comment

1 response

Not Enough Informed To Offer Opinion.

### Comprehensive Financial Plan

21 responses



### Comment

5 responses

Not Enough Informed To Offer Opinion.

None of our goals/projects can be met without this step.

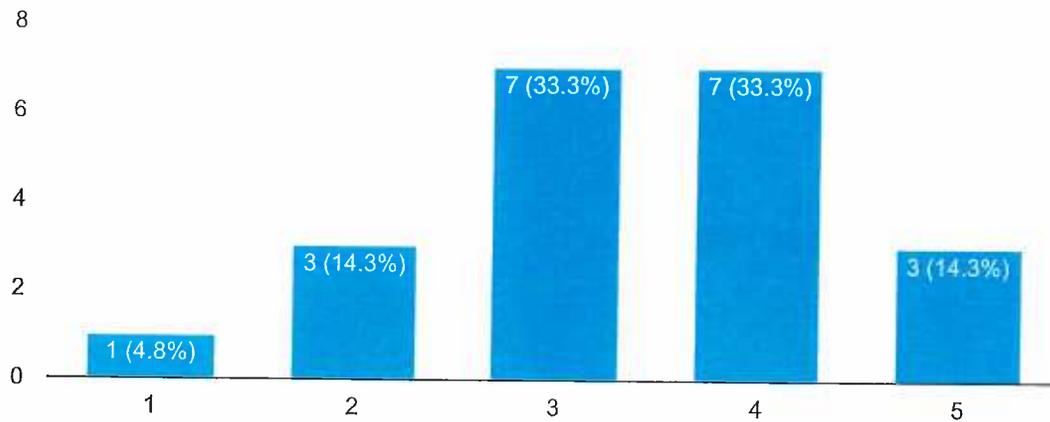
See if we can afford everything.

Good business practice.

For who? Is this for the Ambulance?

### Contingency Fund - City Hall

21 responses



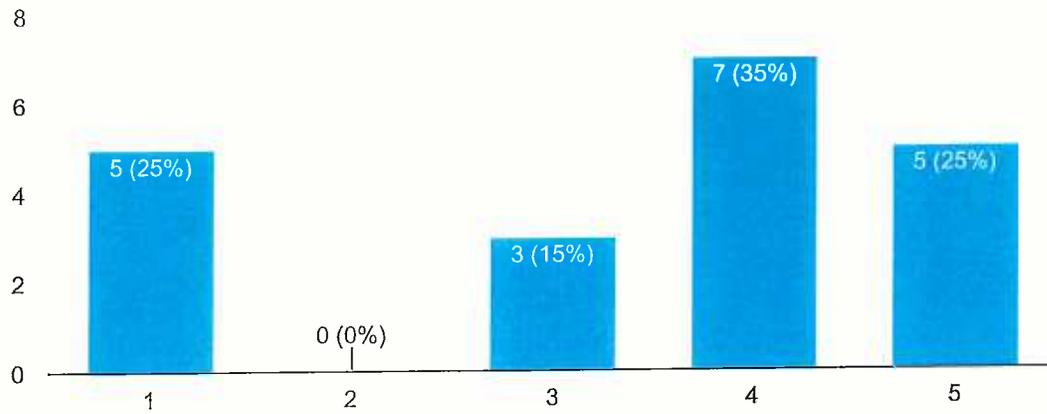
### Comment

1 response

Yes, As Well As Other Municipal Owned Buildings. Again, Could Plan 5 Years In Advance, Not Year By Year.

## Hire a Full-Time IT Person

20 responses



## Comment

4 responses

Unsure Of The Cost To Use County IT. Always Feel More Comfortable With Someone Within Own Organization Because We Are The Primary "Customer".

This has been put off a long time, could be a ticking time bomb if it continues.

We take a backseat to the County and it slows down progress in the City as related to IT.

Necessary for both current and future operations.

## Build a Salt Storage Facility

20 responses



### Comment

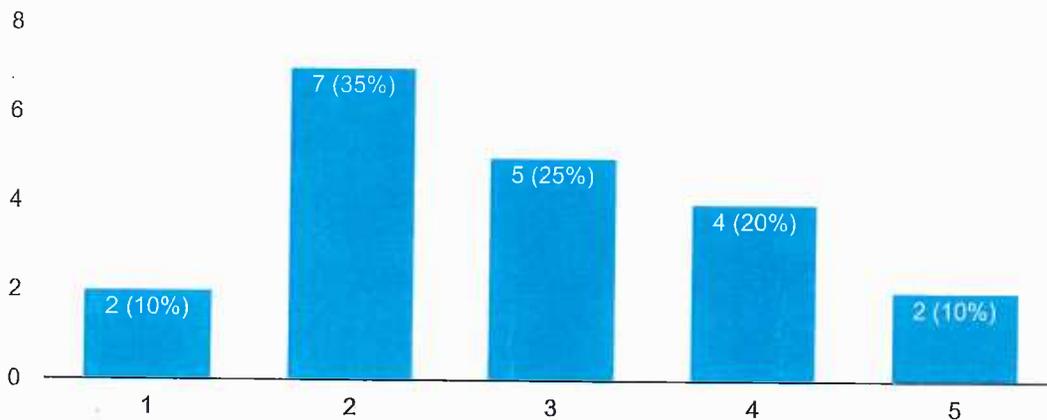
2 responses

State Regulated Storage Requirements, Efficiency And Response Time By Staff, Liability To Staff (Slips/Trips/Falls), And Cost Savings By Making One Time Purchase Are Key Factors. Also, For Example, If We Had The Capacity To "Load Up" In 2017/2018 When The Cost Per Ton Dropped To A 3 Year Low, We Would Have Saved Approximately \$18K From What We Paid For 2018/2019 Salt. (Same Quantity - Cost \$18K More One Year Later)

If this leads to more efficient operation through reduced salt purchasing costs it should be seriously considered.

### Expand Diversity Program

20 responses



### Comment

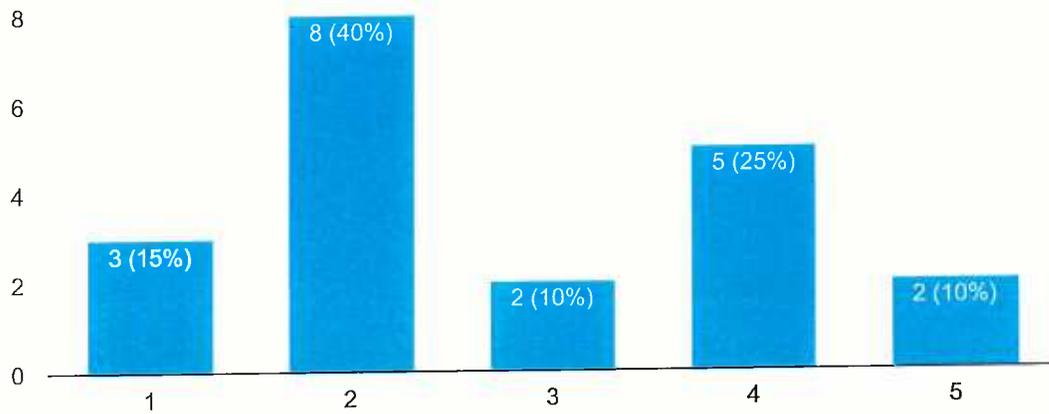
2 responses

Not Enough Informed To Offer Opinion.

This should be an ongoing item as related to dealing with the present and future citizens of the area.

### Ordinances On-line

20 responses



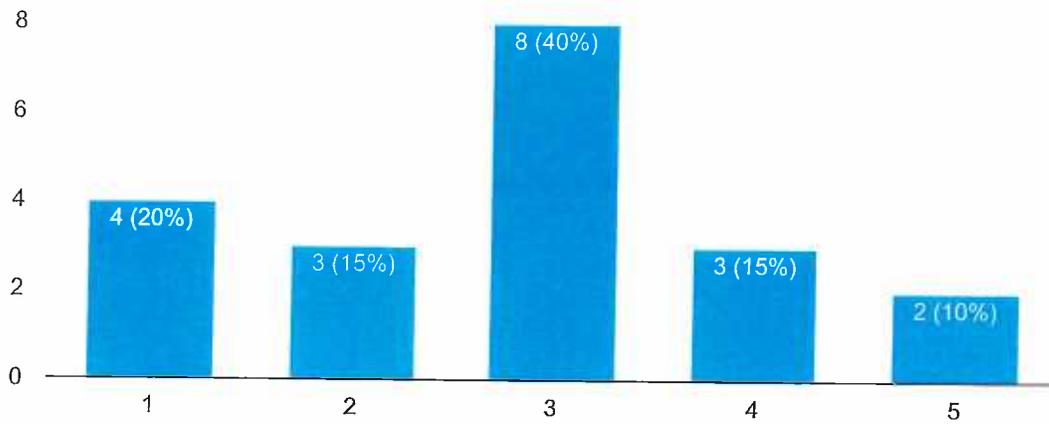
### Comment

1 response

Very Nice To Have The Ability To E-mail A Link When Necessary. I Often Look Up Ordinances On The Website When E-Mailing From My Phone Off Hours.

## Self-Imposed Debt Limit

20 responses



## Comment

3 responses

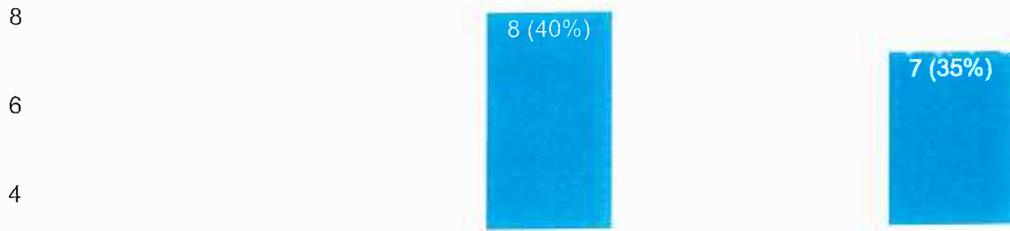
Baraboo has Been Very Wise With Their Self Imposed limit.

We have instituted this limit to control ourselves, we cannot ignore it without consequence, even if we have some creative financing ideas. It is there for a reason, to keep the city solvent and in a good financial position for the long term.

Already commented

## Alternate Revenue Sources-Street lights, other

20 responses



### Comment

3 responses

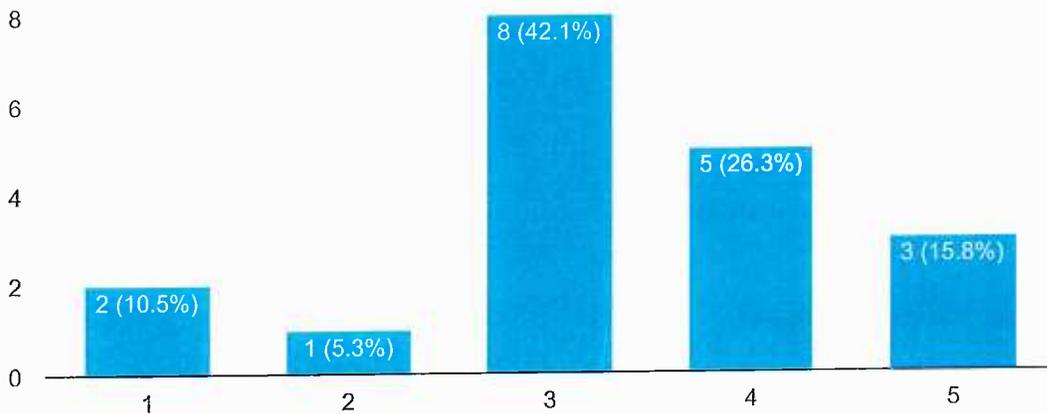
I Truly Believe That Baraboo Could Achieve The PRAT If Pursued And Marketed Correctly. If It Takes A Marketing Firm To Assist Then That Should Be Considered. How About UW-Madison "Univercity" Students As A Public Administration Project?

Any way to increase street funds needs to be looked at. Street repair/reconstruction is the number one concern/complaint with staff, council and the public every year.

An expanded revenue stream is necessary to move the city ahead. Additional revenues should always be considered and vetted.

### Jackson Property - Sell or Develop

19 responses



## Comment

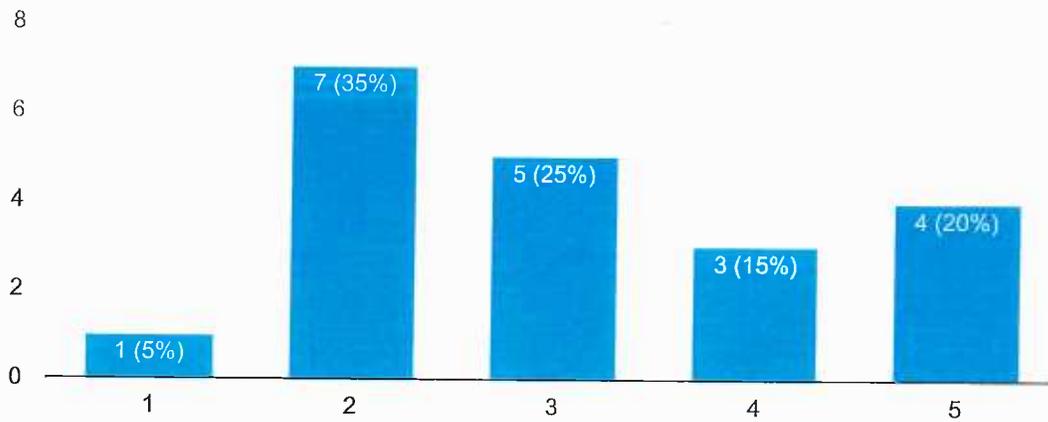
2 responses

Not Enough Informed To Offer Opinion.

If the property is not generating any revenue the city should sell it.

## At Risk Diversionary Program

20 responses



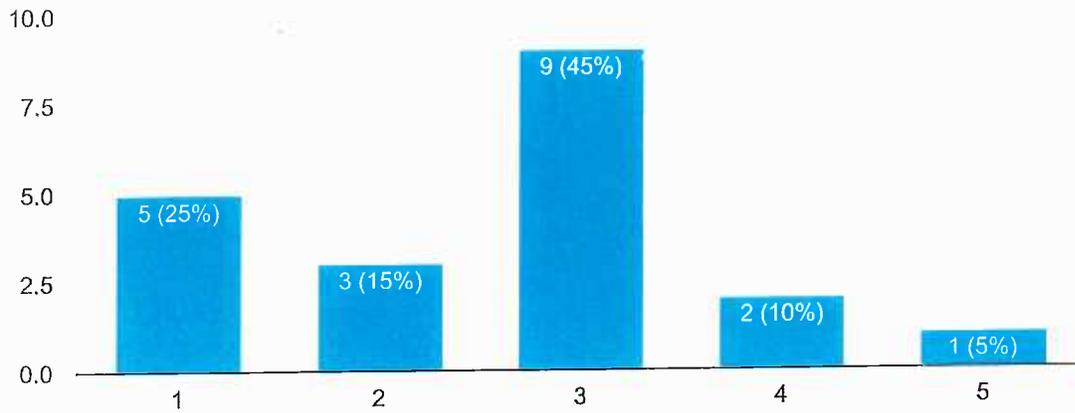
## Comment

1 response

Not Enough Informed To Offer Opinion.

### Municipal Court

20 responses



### Comment

2 responses

Not Enough Informed To Offer Opinion.

Any source of income should be looked at and pursued, and this should provide that.

### Program for Young Professionals - Attract & Retain

20 responses

10.0

10 (50%)

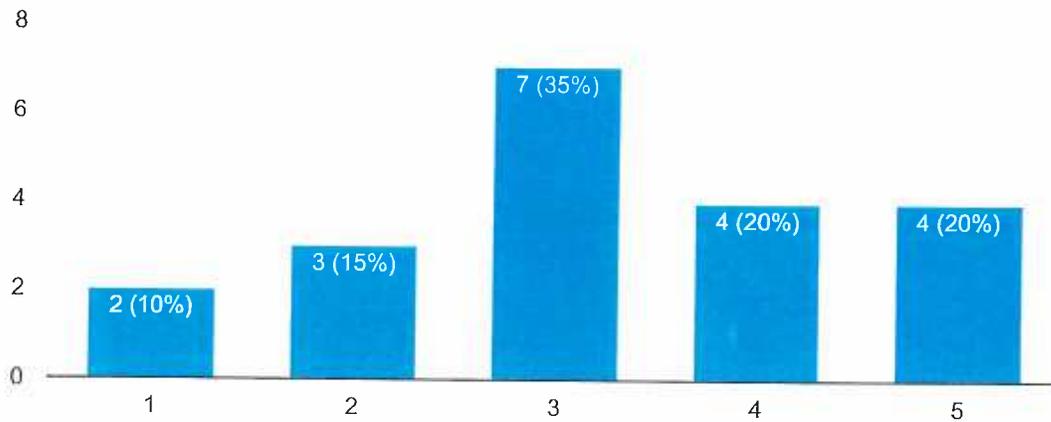
### Comment

1 response

Not Enough Informed To Offer Opinion.

### Building Maintenance - Facilities Manager

20 responses



### Comment

3 responses

To Cover All Baraboo Owned Buildings? Never Heard This Idea Before But Like It.

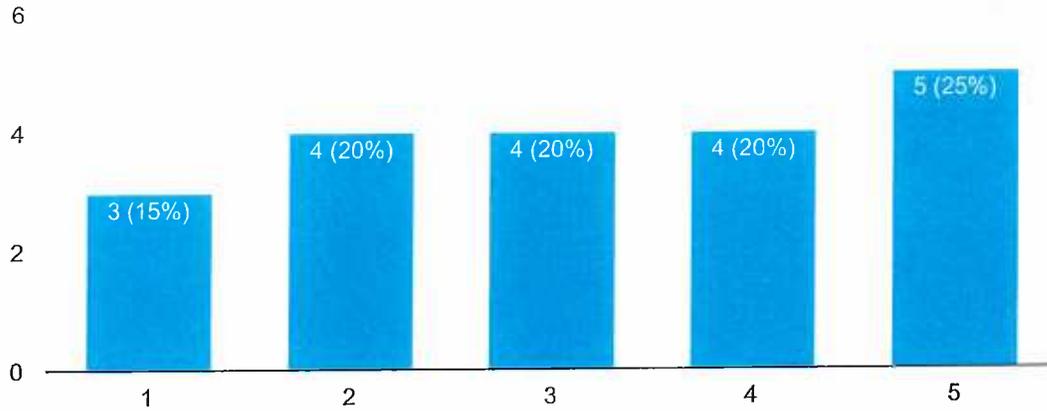
One person to oversee the maintenance of all of the city owned buildings. Schedule of maintenance. Keep current staff as maintenance people for all buildings and either assign cleaning to them or hire cleaning firm.

239

Makes sense with the addition of the new city building.

### Buy a Bucket Truck for Public Works & Forestry

20 responses



### Comment

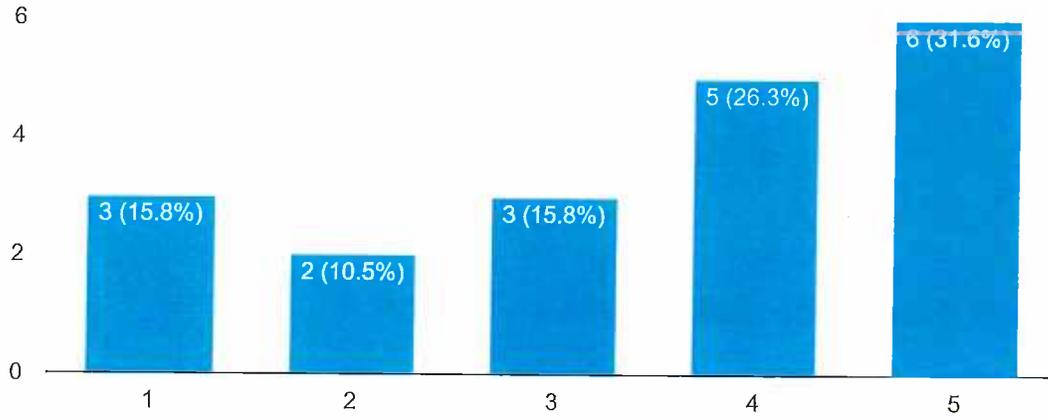
2 responses

I Think This Idea Would Be Beneficial To Decrease our Dependence On Hill's Wiring And Phil Skwor. Hill's Is Expensive (Any Contractor Is Expensive because We Are At Their Mercy) And Phil has His Hands Full With Parks Department Projects.

Good capital investment.

### Long Term Financial Plan for BDAS with EMS Commission Input

19 responses



### Comment

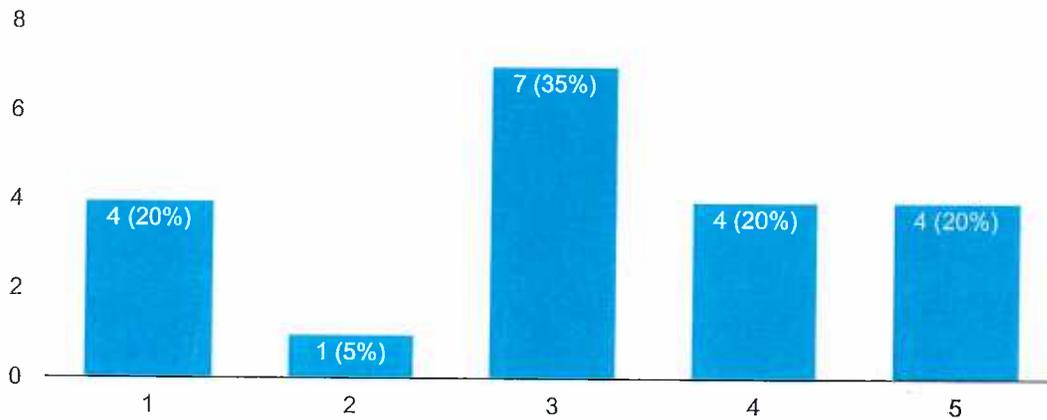
2 responses

Not Enough Informed To Offer Opinion.

A long term financial plan is critical to future sustainability for this organization.

### Training Facility in Fire Station

20 responses



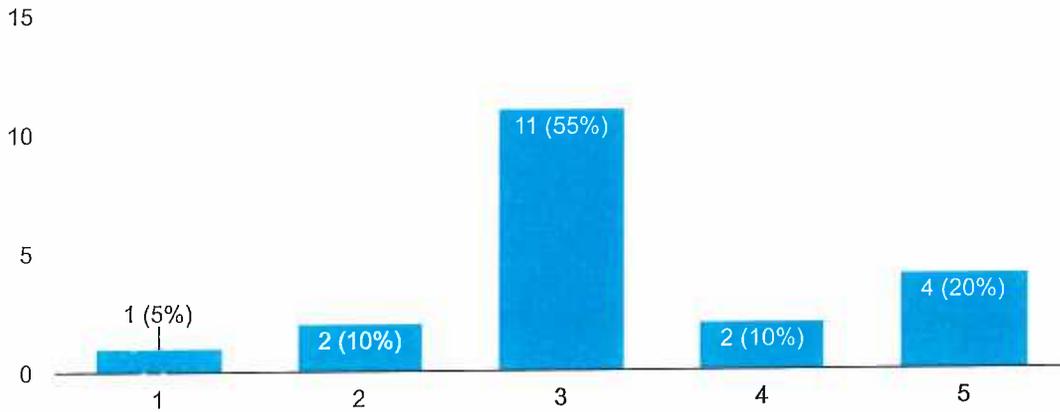
### Comment

3 responses

- Not Enough Informed To Offer Opinion.
- New station is in the works. This should be handled during the architectural process.
- This goes along with recruitment and consolidation with EMS

### Contingency Fund

20 responses



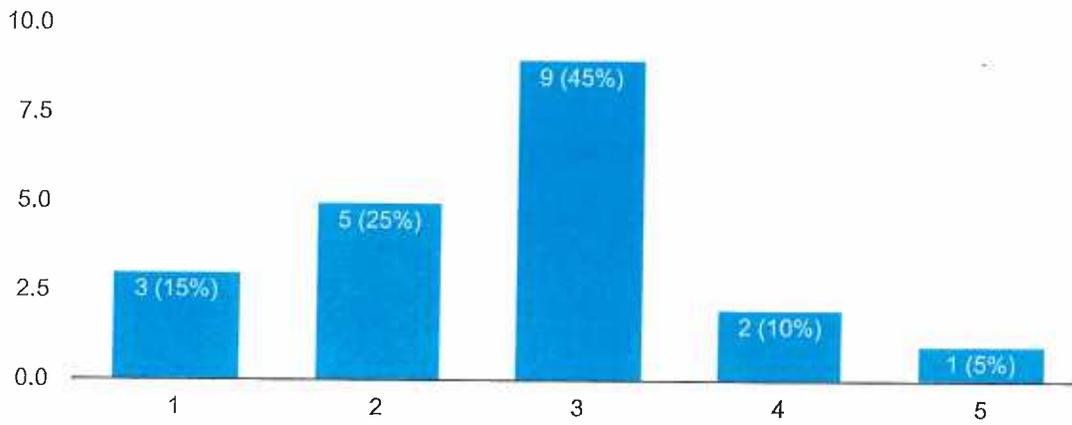
### Comment

1 response

- Not Enough Informed To Offer Opinion.

## Depot - Developer & Plan

20 responses



## Comment

2 responses

Not Enough Informed To Offer Opinion.

The property has great potential and can be an example of a good economic development strategy.

## Update Comprehensive Plan

20 responses



### Comment

3 responses

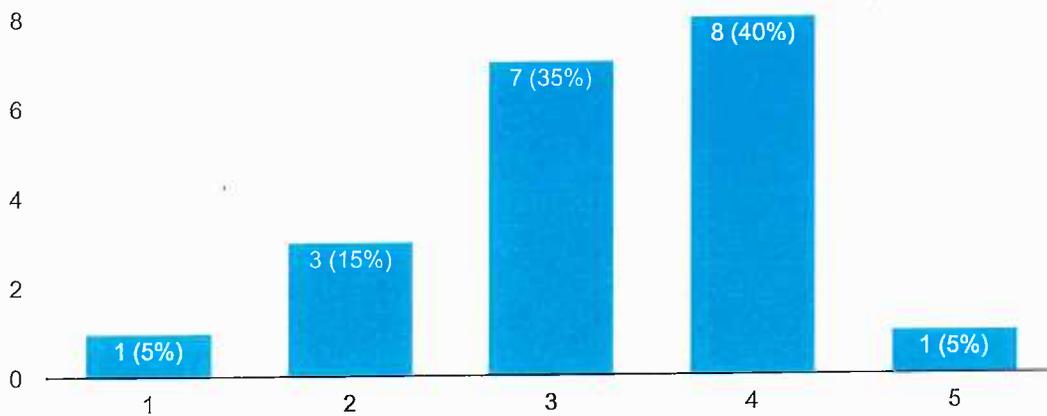
Not Enough Informed To Offer Opinion. Unfortunately I Have Not Reviewed The Current Plan In Detail.

Statutory demands should make this a priority.

Need a roadmap for the future. Short term planning and thinking can be very costly.

### Design Standards for South Blvd.

20 responses



### Comment

3 responses

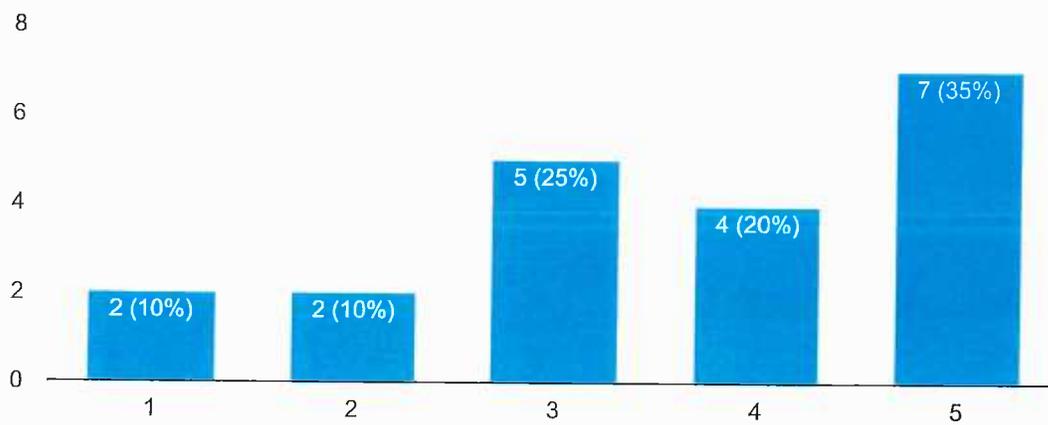
Not Enough Informed To Offer Opinion.

This has been discussed for years, with no progress. It is very important for our, now, main entry to the city.

Should be part of all street renovation initiatives and a long term road reconstruction initiative.

## Consolidation of Fire/EMS

20 responses



## Comment

4 responses

Not Enough Informed To Offer Opinion.

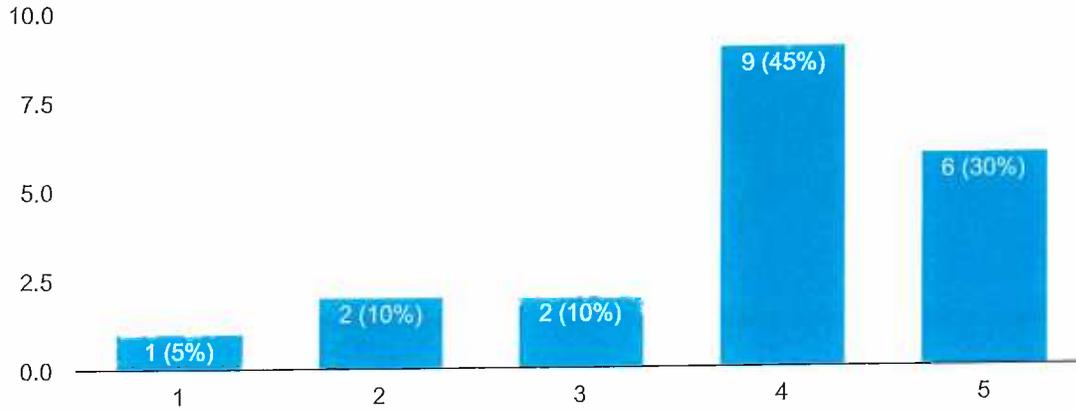
Synergy/Efficiency = Cost Savings

In light of recent developments, it is time for the City to combine the services. The City can correctly manage and lead the service. The consolidation would also create Firefighter/Paramedic positions.

Might make EMS more sustainable.

## Shared Services with other Local Governments

20 responses



## Comment

2 responses

Not Enough Informed To Offer Opinion.

Any efficiency that can be found will be a win-win situation.

## Consolidate Baraboo & West Baraboo

20 responses



### Comment

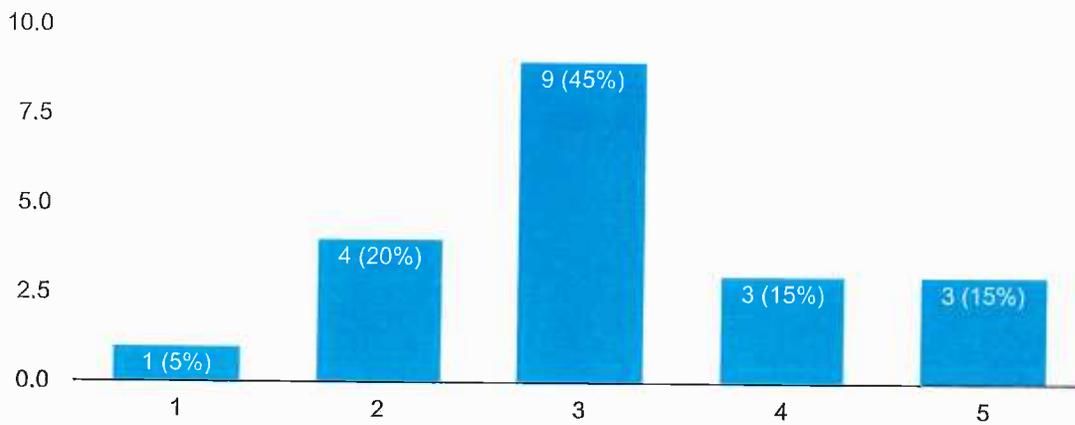
2 responses

I View An Increase In Population As A Potential Increase in Revenue. Assuming Infrastructure Is Not Deteriorated.

Long overdue.

### Boundary Agreement with Town of Baraboo

20 responses



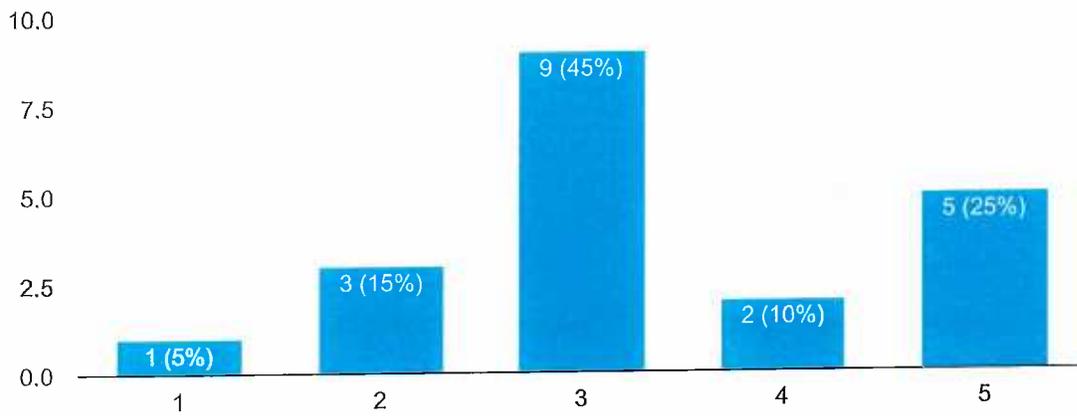
### Comment

1 response

Not Enough Informed To Offer Opinion.

### Broad Band

20 responses



### Comment

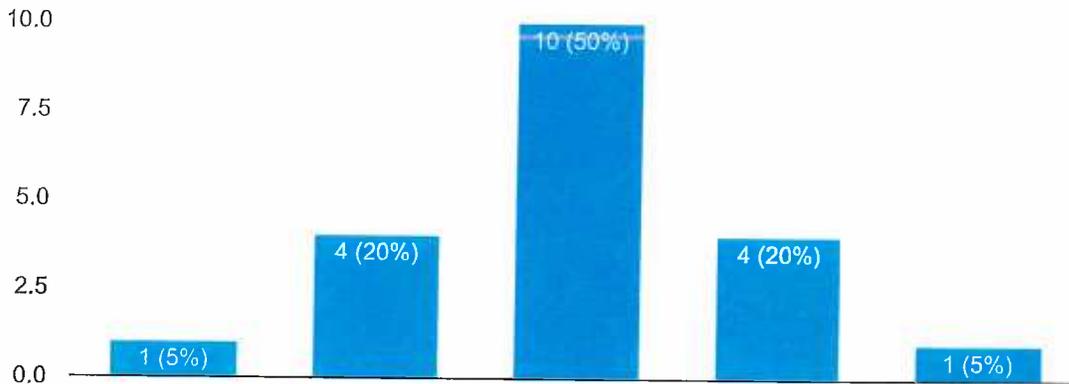
2 responses

Not Enough Informed To Offer Opinion.

Necessary for future growth

### Replace SCBA for Firefighters

20 responses



### Comment

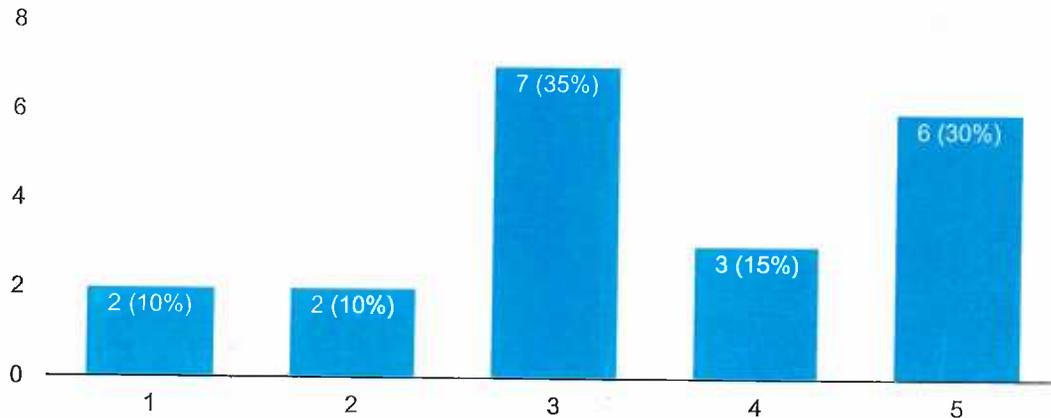
2 responses

Not Enough Informed To Offer Significant Opinion. Do Know That SCBA Is Crucial For Them To Perform Their Jobs Safely.

Our firefighters should have the best equipment available.

### 2020 Census

20 responses



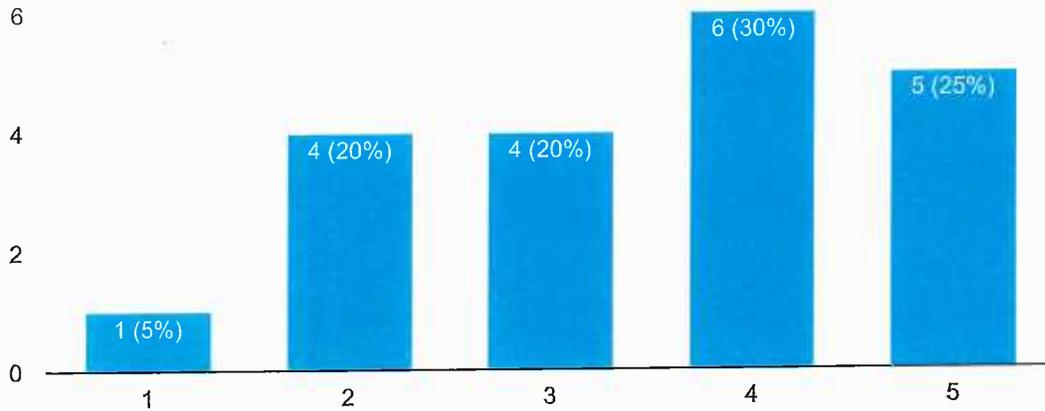
## Comment

1 response

Not Enough Informed To Offer Opinion.

## City Wide Revaluation

20 responses



## Comment

3 responses

Not Enough Informed To Offer Opinion.

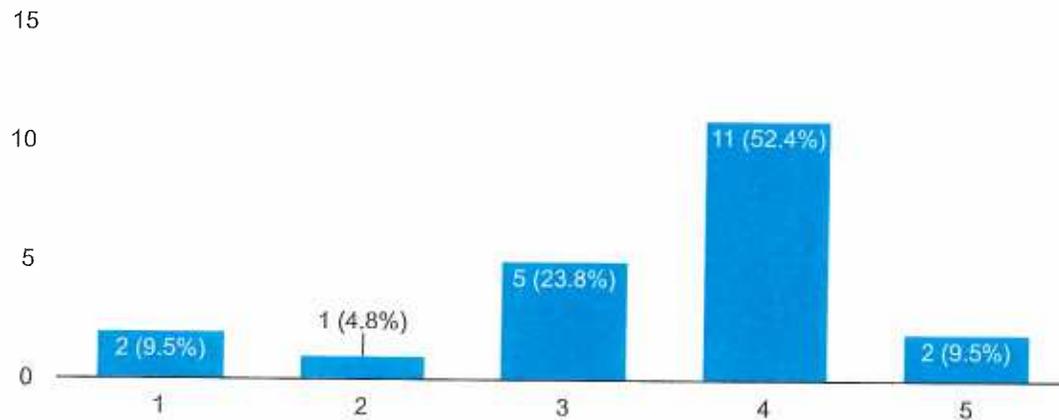
We are nearly at the level of it being required any way.

Necessary for long range planning.

## CAPITAL PROJECTS

### Remove Old Hospital at 1208 Oak Street

21 responses



### Comment

4 responses

Eyesore, Liability, And Frequent Responses To The Property Due To Break-Ins.

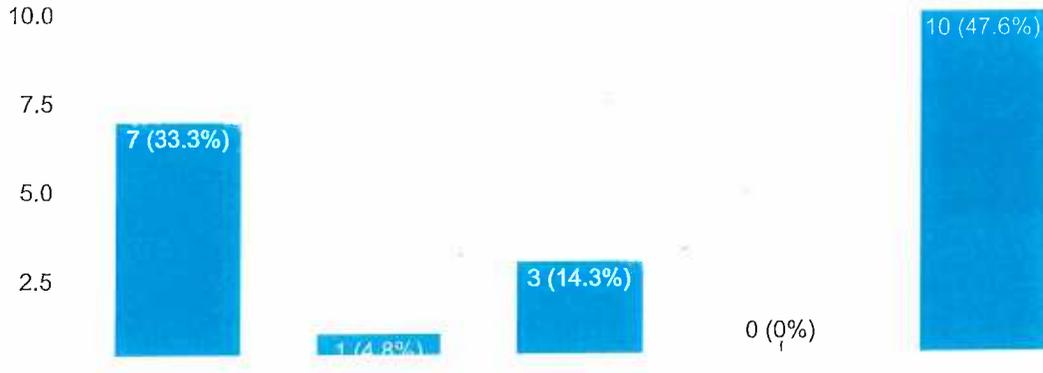
It would be nice, but should wait until there is a plan or interested party.

Funding? Shared with County or State?

Will generate potential revenue with sale of repurposed lots.

### Library Expansion - 2021

21 responses



### Comment

7 responses

Not Enough Informed To Offer Opinion.

Not a priority in the city. The current library is obviously old, but serves it's purpose. Public safety is a priority

Great show of enthusiasm with the crowd at meeting, but don't decide on emotion.

2021 May be too early. Public Safety (Fire & EMS Bldg) should be higher priority.

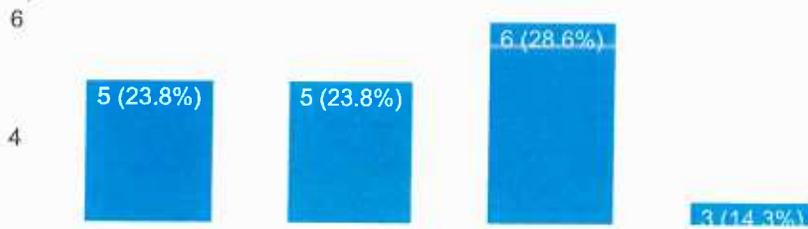
This should the number 1 capital priority for the city. It is a shovel ready project that has been continually put of and as a result continues to increase in cost. Time to get it done!

This should be our #1 capital improvements

Library needs to be placed much much sooner than 2028. I don't remember Council placing the Library that far back, so it must have been an administrative decision.

### UW Baraboo AV D / Arts

21 responses



## Comment

4 responses

Not Enough Informed To Offer Opinion.

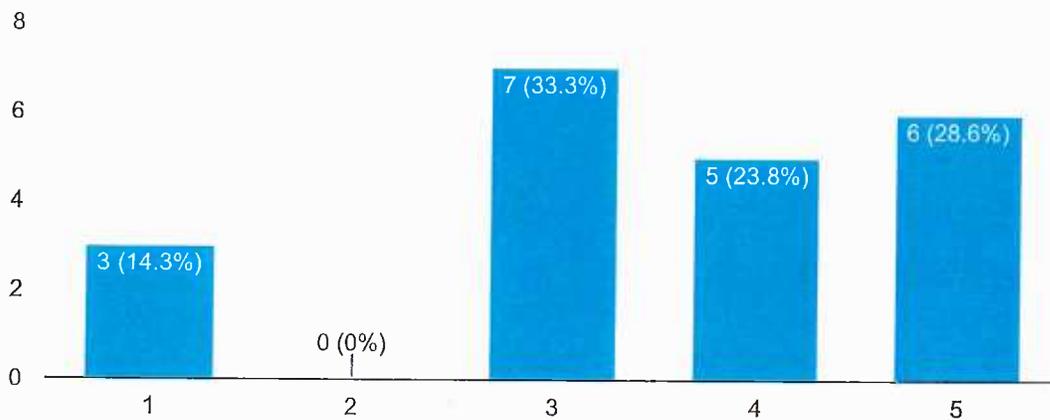
UW-Baraboo is in a transitional phase and this can wait until things shake out a little more.

Future of campus question from the Board of Regents should be answered first.

Current enrollment as well as future enrollment projections should be taken into consideration before investing more in this facility. How does the community as a whole benefit?

## Fire / EMS

21 responses



## Comment

6 responses

Not Enough Informed To Offer Opinion.

Both Fire and BDAS are working out of inadequate spaces for worker recruitment, safety and efficiency. This is need sooner than later. Funding must still fit within our debt limits.

This is a new building for Fire and EMS. Public Safety is a priority over all else. Even with consolidation, the ability of the fire department to recruit, retain and provide diversified programs for staffing in the future hang in the balance without a new building.

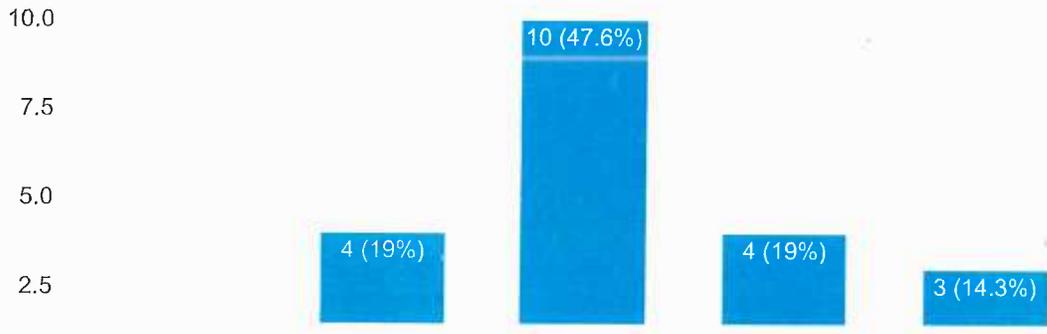
New Building Construction to start in 2020.

Already commented

Before we ask any firm to start to design a Fire/EMS building we need to find out if the Ambulance Commission even wants to move into a new building. Otherwise all we need to build is a Fire Department Building, find a smaller piece of property, and maybe then we can build BOTH the Library and the Fire Department Building the same year or within a year of each other. To know if the Ambulance Commission wants to move into a New Building with the Fire Department they need to know how much Rent the City is going to charge them for the New Building. If it is a lot more than what they are currently paying for the Alma Waite Building, I don't think they will have the money to cover the rent. Especially considering their current state of a cash flow problem. Maybe if you kept the rent the same as the Alma Waite Building and then in future years when the Ambulance could afford it, the rent could be increased. But I wouldn't want the City of Baraboo to have it's own Ambulance Service run by the City. We already studied that when I was on the Ambulance Commission and that would drive the per person rate up to at least \$85 per person. That was 5 or 6 years ago and I am sure the rate would be higher now. The rate would be so much higher because the City would have to cover the yearly loss of 911 service which usually amounted to around \$500,000 each year as the City accounted for 71% of the total loss of money for 911 calls. The townships with their share of money for the Ambulance Service covered that loss. Without the Township money we would be paying a much higher per person rate. Also we would have to stay at the same level of Paramedic Service as State Law says that when any municipality changes Ambulance providers (Say the Ambulance Commission was dissolved and the City started it's own) they have to provide the same level of Service that was previously provided and they cannot go to a lower level such as First Responder. That would also increase the City of Baraboo's cost to maintain that level of Service even tho the Service area was smaller. We would also lose a significant portion of transfers from the Townships and that would decrease money coming to the City as well.

## Contingency Fund

21 responses



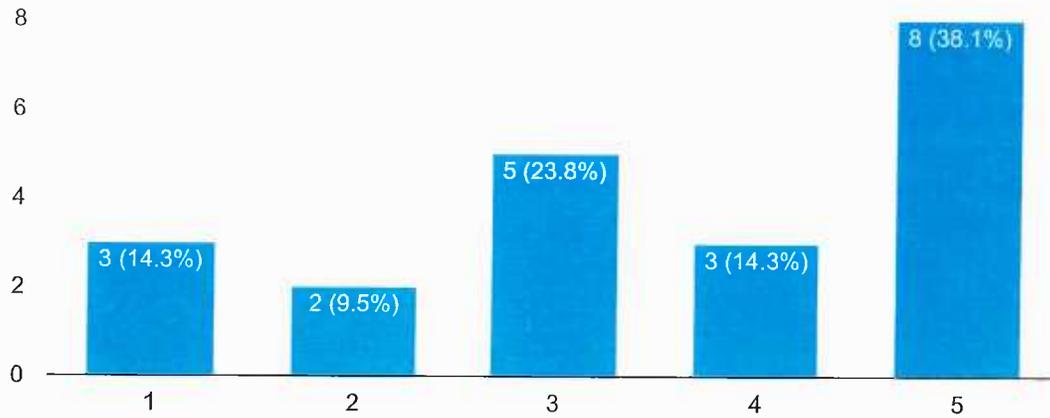
### Comment

1 response

Not Enough Informed To Offer Opinion.

### Stay under Debt Limit

21 responses



### Comment

3 responses

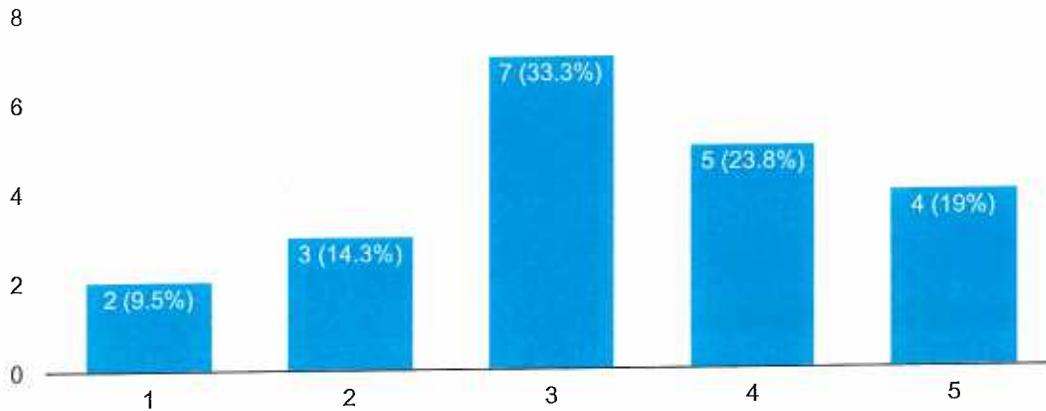
Too Many Municipalities Have Over Extended Themselves And Used Employee Benefits And Wages As Means To "Repair" Past Poor Financial Decisions. Employees Appreciate Working Here. Do Not Want To See That Appreciation For Their Employer Dissolve.

No borrowing should be allowed that would put us over this, whether considered GO debt or not.

The debt limit is fine as long as we are not playing catch-up like we are now doing with Police salaries. That is just poor planning.

### R/D Jackson Property

21 responses



### Comment

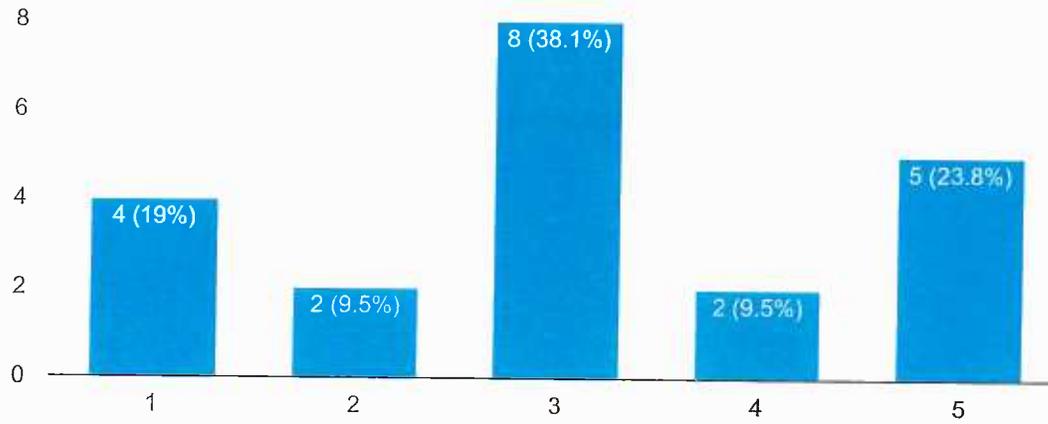
2 responses

Not Enough Informed To Offer Opinion.

Already commented

### LM! - Lower Income Housing - New Expansion

21 responses



### Comment

2 responses

Not Enough Informed To Offer Opinion.

Already commented

### Bike Trail - Greater Sauk

21 responses

8

8 (38.1%)

### Comment

3 responses

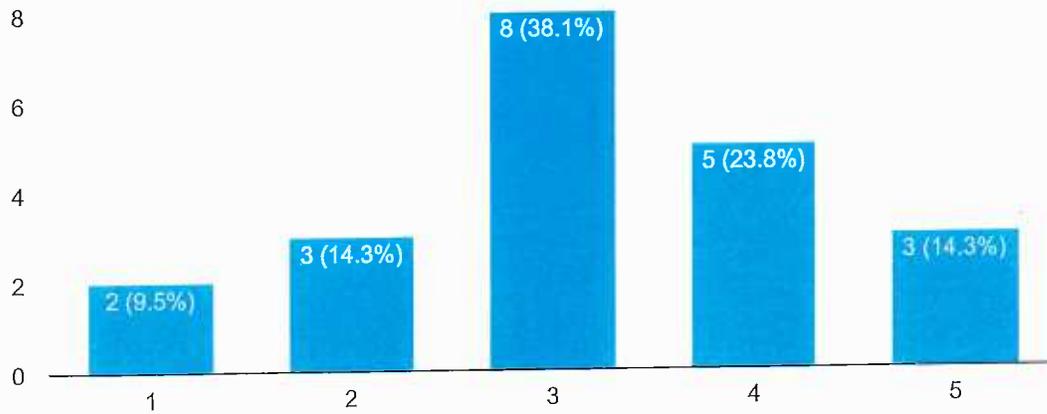
Not Enough Informed To Offer Opinion.

Tourism brings \$\$\$.

Need to know what the ROI is on this project. Is this a significant revenue generated?

### Bike Routes

21 responses



### Comment

4 responses

It Does Not Seem To Me That There Is A Huge Need For Bicycle Accommodations. Avid Cyclists Would Likely Disagree.

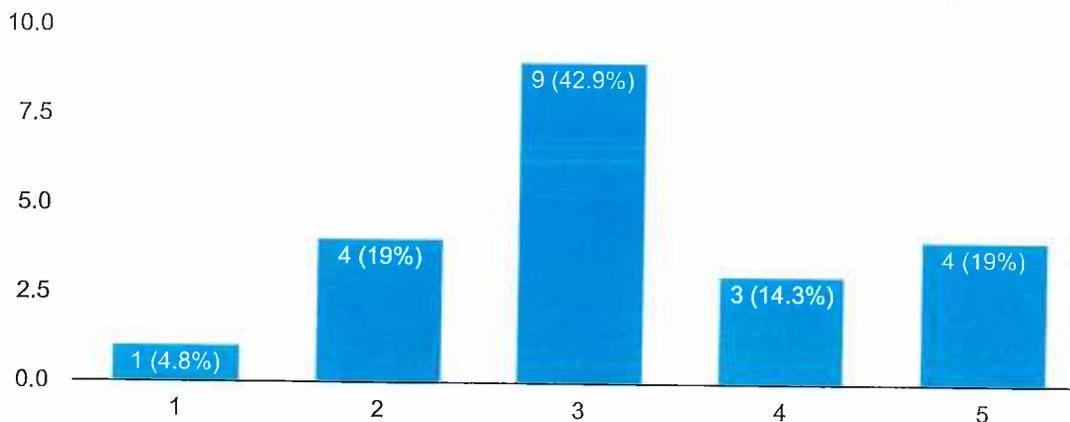
Tourism brings \$\$\$.

Bike routes should be expanded as well as allowing UTV/ATV routes. Both are recognized modes of transportation and recreation.

Need to have designated bike routes on heavily used city streets

## Replace Shared Ride Taxi Vehicles

21 responses



## Comment

3 responses

Not Enough Informed To Offer Opinion.

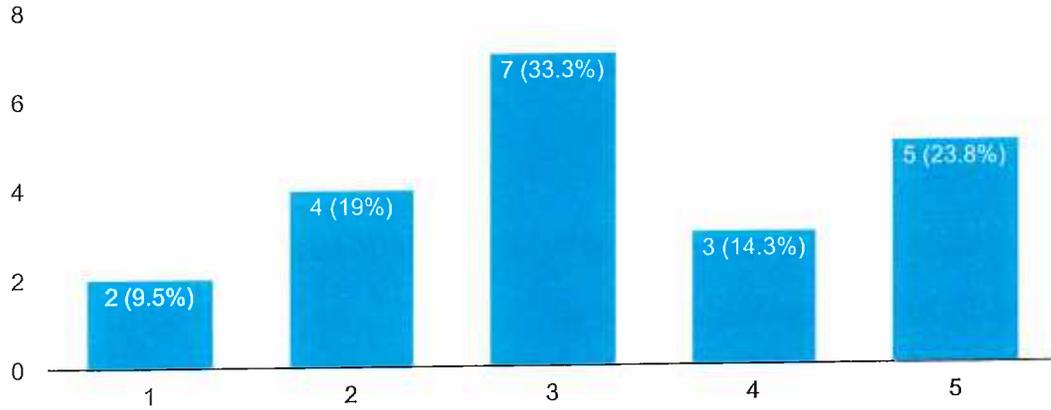
If they are running, and it's cheaper to fix them than buy new, I would "run 'em 'til they're dead."

Operational equipment is essential to success!!

# PUBLIC SAFETY

## At Risk Programs with Others & Staff

21 responses



## Comment

1 response

Not Enough Informed To Offer Opinion.

## Drug/Alcohol - Program/Education

21 responses



### Comment

3 responses

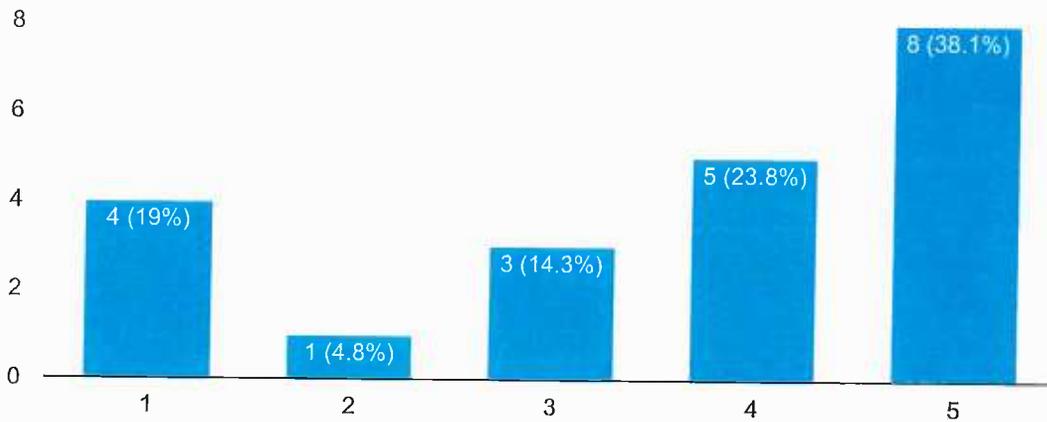
This Is A Nationwide Problem. I Have Concerns Due To Accessibility Of Drugs And Trends Among Youth.

There are programs out there. Just need participation.

This item is directly linked to Public Safety

### Public Safety as Priority

21 responses



### Comment

3 responses

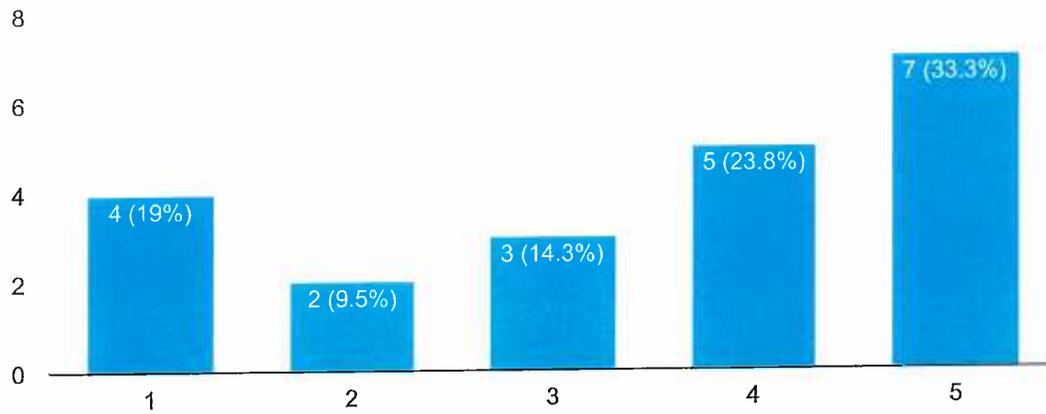
Public Safety Is Relied Upon Heavily By Our Businesses And Residents.

Always a priority.

Very important to have a safe environment for current residents and as a selling point to future residents.

### EMS Financial Plan w/ Ambulance Commission Input

21 responses



### Comment

3 responses

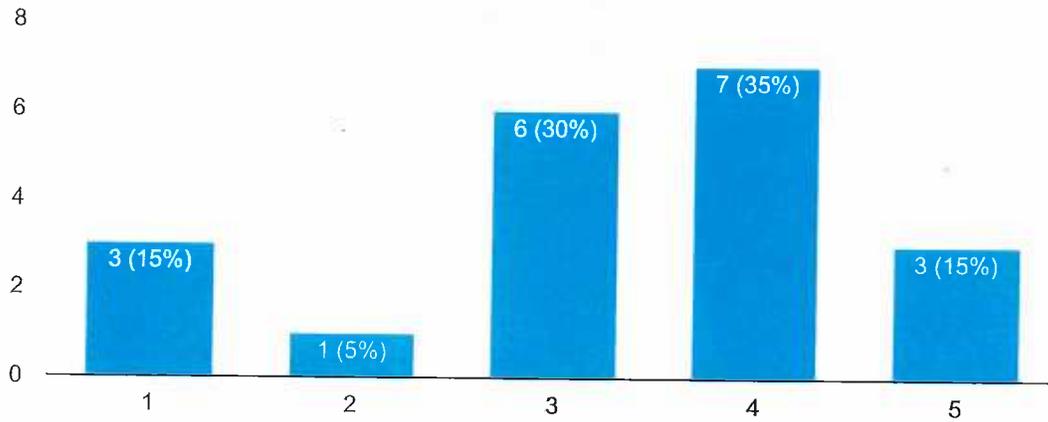
Not Enough Informed To Offer Opinion.

See comment from same question earlier in survey.

Already commented

## Fire Recruitment / Consolidation Services

20 responses



### Comment

3 responses

Not Enough Informed To Offer Opinion.

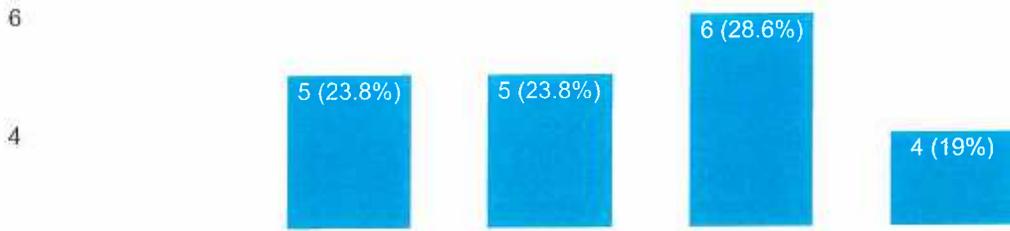
See comments under Fire/EMS Consolidation questions.

Recruitment is key for a volunteer department and if consolidation means EMS then the sooner the better.

## ENVIRONMENT / NATURE

### Baraboo River

21 responses



## Comment

3 responses

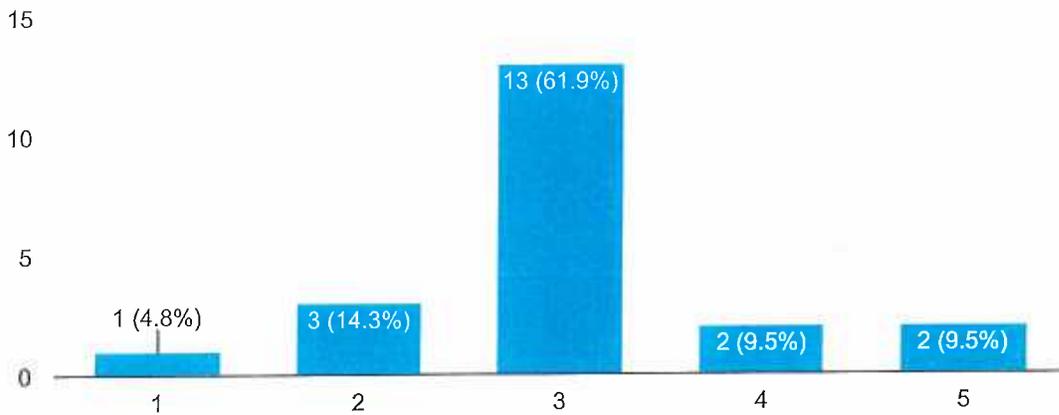
Where There Is A River There Is Opportunity. Parks And Nicely Developed Properties Along The River Can Be Very Positive For The Community.,

Need more access points/piers, streambank stabilization to prevent continued erosion and improve water quality and promotion as a water trail.

Tourism brings \$\$\$.

## Skate Park

21 responses



## Comment

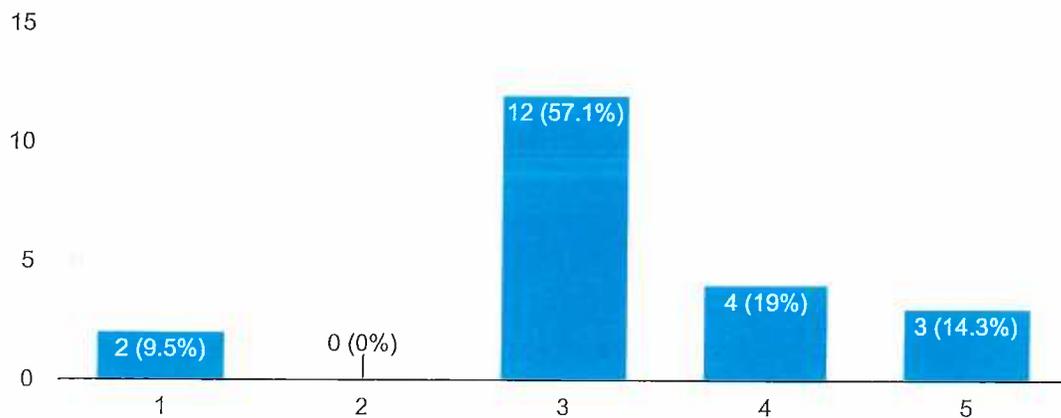
2 responses

Have Yet To See The Skate Park in Use Since I've Been here (2+ Years).

This is a low cost item that could fill a big need for a low-income, at risk area of the city.

## Park Expansion - Children Equipment

21 responses



## Comment

4 responses

Not Enough Informed To Offer Opinion.

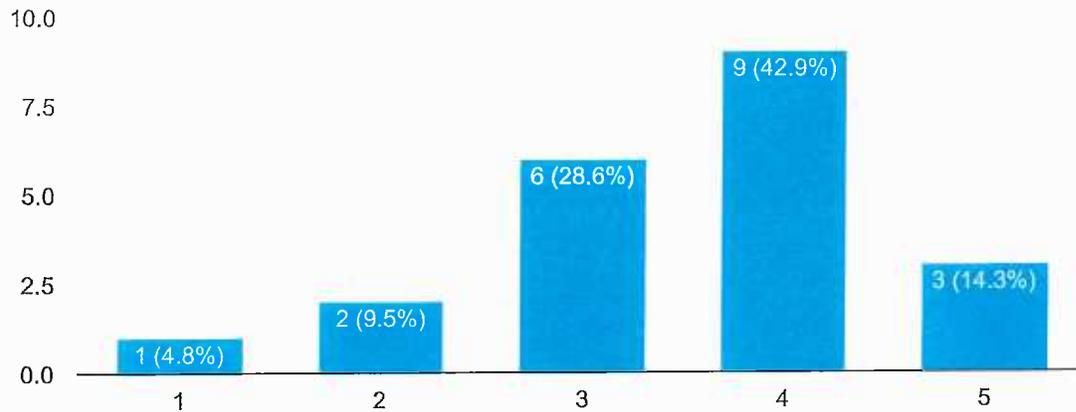
Needed replacement of aged equipment in Hoppe-Felts, Ritzenthaler, Webber & Campbell Parks which is beyond useful life.

Some dated equipment out there, this would be a nice improvement. Hopefully can use funds from new construction fees towards this.

Always a great idea to invest in our children.

## Pool Improvement / Splash Pad

21 responses



## Comment

4 responses

Seems Our Community Pool Is Well Used. Coming From A Municipality That Did Not Have A Community Pool, I Can Say That People Will Travel And Are Willing To Pay To Use A High Quality Pool/Recreation Area.

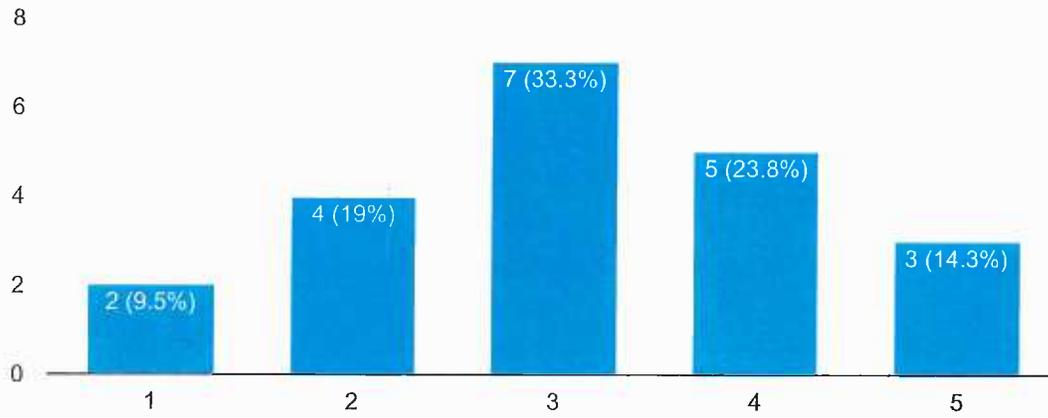
Outdated & over 81 years old is among oldest in state and parts are well past useful life.

Would be nice to see both. If pool is improved, splash pad could be installed elsewhere in the city?

The pool as a whole should be looked at for renovation/upgrades

## River Rescue

21 responses



### Comment

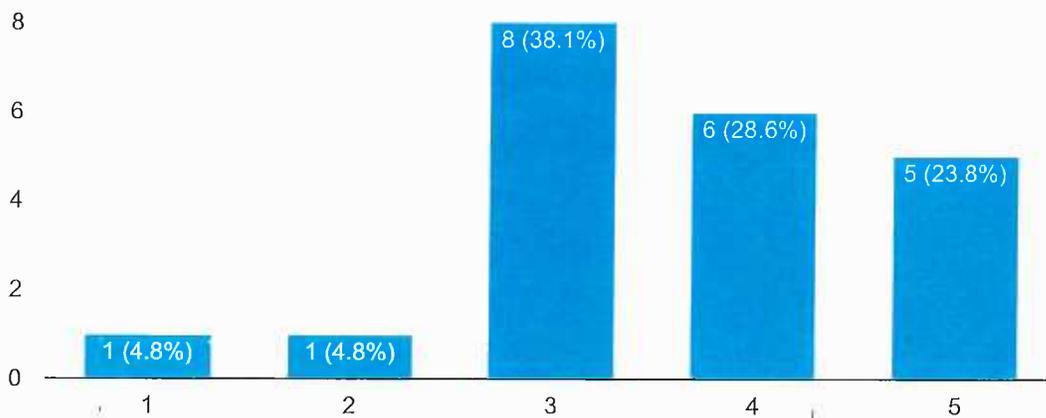
2 responses

Not Enough Informed To Offer Opinion.

More users on river will require safety personnel to have rescue training & equipment.

### H2O Quality

21 responses



## Comment

3 responses

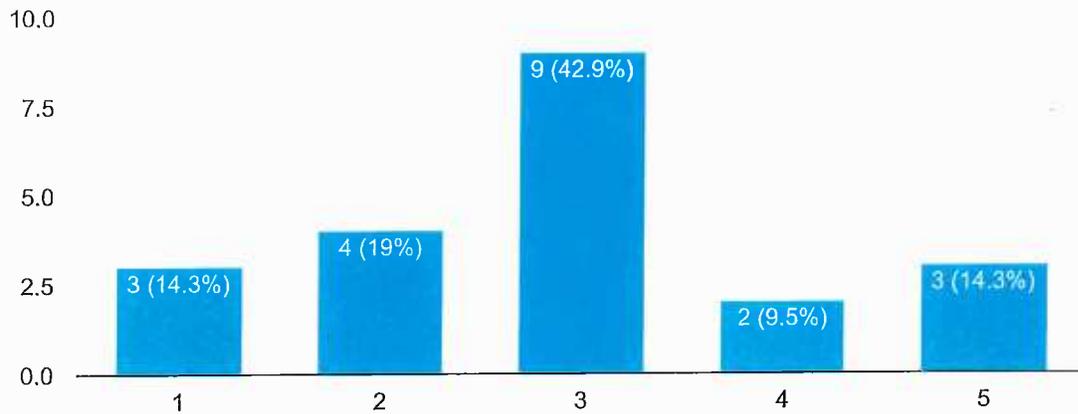
Not Enough Informed To Offer Opinion.

Streambank Management included under Baraboo River...

Flint MI is a good example of what not to do.

## Non-Toxic Chemical for Weed Control

21 responses



## Comment

1 response

Not Enough Informed To Offer Opinion. Would Need To More Regarding The Discussion That Took Place.

To: Council members  
From: Mike Hardy, Parks, Recreation & Forestry Director  
Date: August 13, 2019  
Re: Swimming Pool Study

MSA has completed a DRAFT preliminary swimming pool study. I will be presenting those findings to the Parks Commission at our August 12<sup>th</sup> meeting and asking for discussions and recommendation. I also hope to hold one more public input session to allow a second opportunity for the public to comment on the current facility and future needs. (The first public input session was held on April 8th).

Once MSA receives feedback from the community, they will finalize the study and recommendations.

The draft study presented 3 scenarios: a “Status Quo” scenario, with only modifications needed to bring the 82 year-old facility up to code and make needed upgrades but not doing much with foundation; an “Expansion & Renovation Option” which makes the status quo needed repairs plus adds the renovation/expansion of parts of the facility; and an “All New Option”, which would essentially remove the entire pool facilities and build new on the same site.

Rough costs for the 3 options are estimated at \$600,000-\$1,000,000 for status quo; \$3,900,000-\$4,900,000 for expansion/renovation; and \$7,000,000-\$7,600,000 for all new. It should be noted that estimates for the higher two options include the acquisition of 3 properties on the west side of the parking lot as well as a new splashpad on site – both of which we included in our 2017-2021 CORP which makes those costs eligible for grant funding of 50% - so there would be some potential grant dollars to pursue and significant fundraising would likely be sought to lessen the burden on taxpayers.

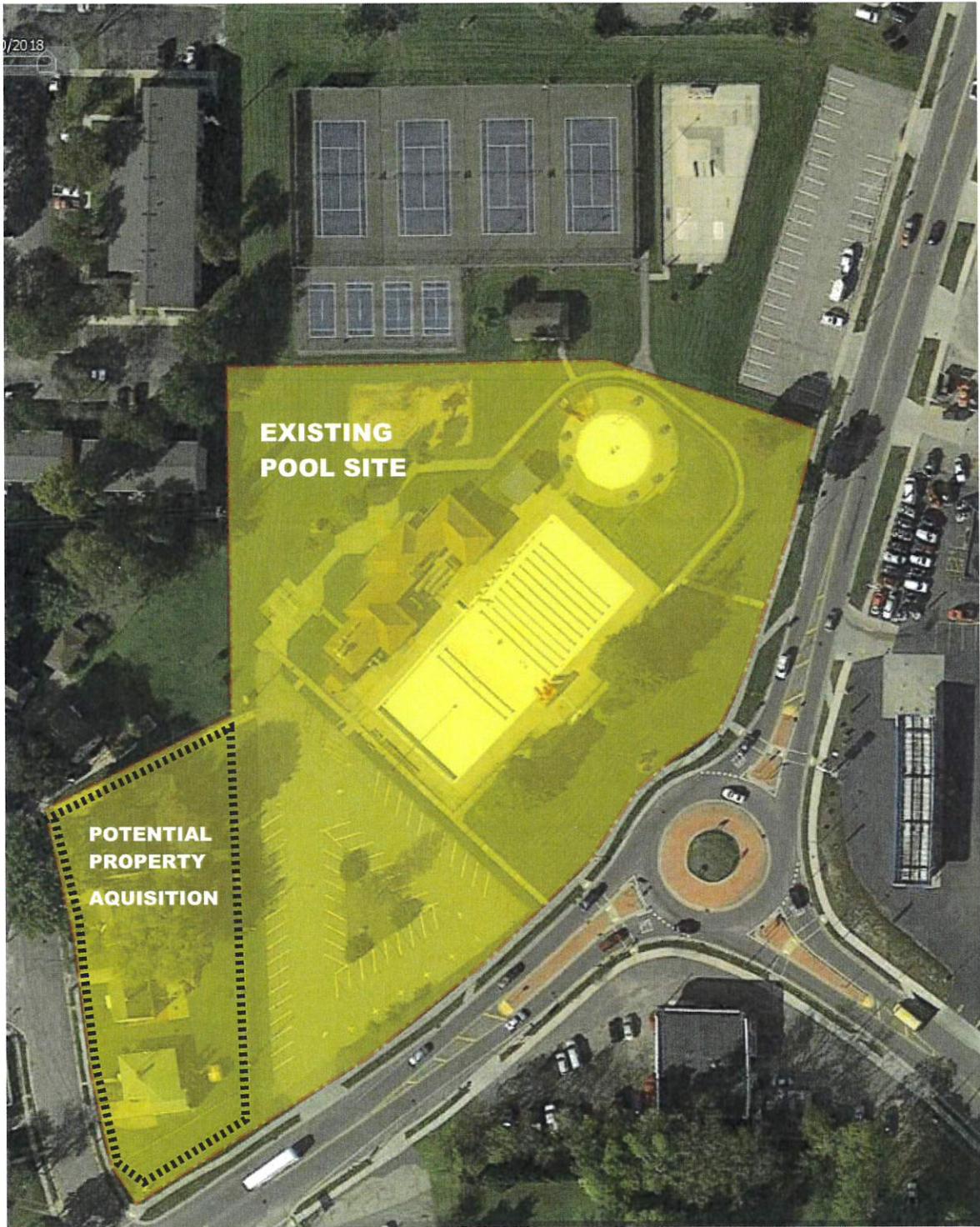
While all of these estimates seem high and impossible knowing all the other needs the city has, it is important to remember that this facility is one of the oldest (if not the oldest) public pool in the state and like anything with moving parts, it requires occasional investments just to keep it running. While the City made a significant investment in the 1990’s with some expansion/improvements to the chemical and filter rooms/equipment and added the small wading pool, since then very little has been done other than routine pump replacements, a boiler replacement and a few other minor equipment and facility replacements including the federally regulated VGBA drain renovations about 12 years ago.

That said, it may be most attractive to pursue the lesser “status quo” option. However this option just makes current upgrades and will require constant higher end repairs and replacements later – as well as not including splashpad or property acquisitions, so no help from grants available. While this is cheapest option now, it will be more expensive down the road with higher annual maintenance costs.

Additionally, the study showed that the foundation of the pool shell was in incredibly good condition for its age, so while a brand new design may be more functional and attractive, it will take a very motivated capital campaign to achieve the estimated costs, and with all the other projects (both tax supported and donation-driven) that is a hard pill to swallow for a facility open 12 weeks of the year.

While the middle option is still pricey at around \$4 million-it does address needs identified in the last Comprehensive Outdoor Recreation Plan as well as those identified by users in our first public input session held and has grant-eligible parts to help with funding. It is also likely to generate more donor support as it adds some aesthetic appeal as well.

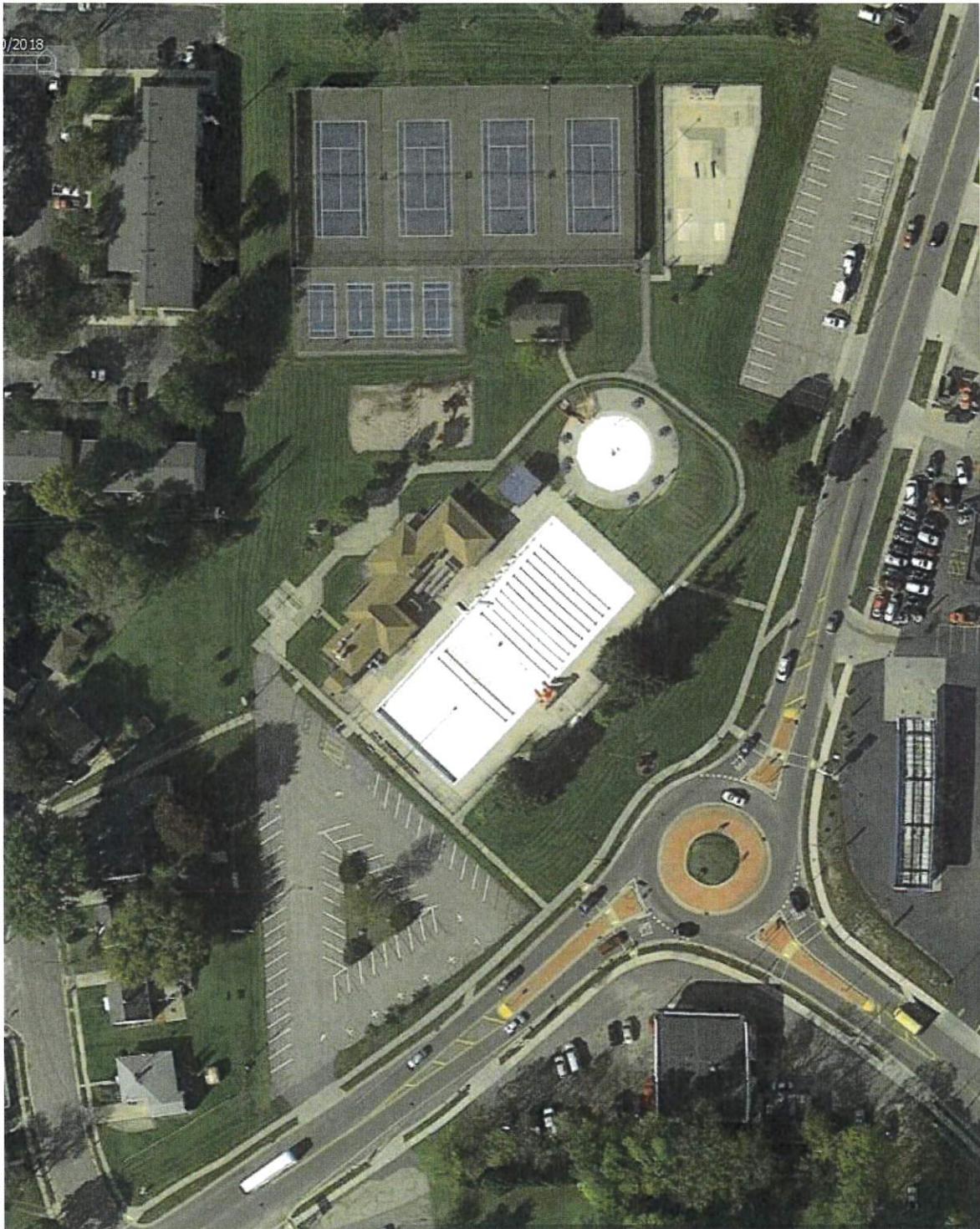
I will return with a more complete study and recommendation from the Parks Commission once we receive more feedback from the public. At that time I can also provide you with annual pool costs and revenues, annual attendance, etc. Thanks for your interest in considering improvements to our park facilities.



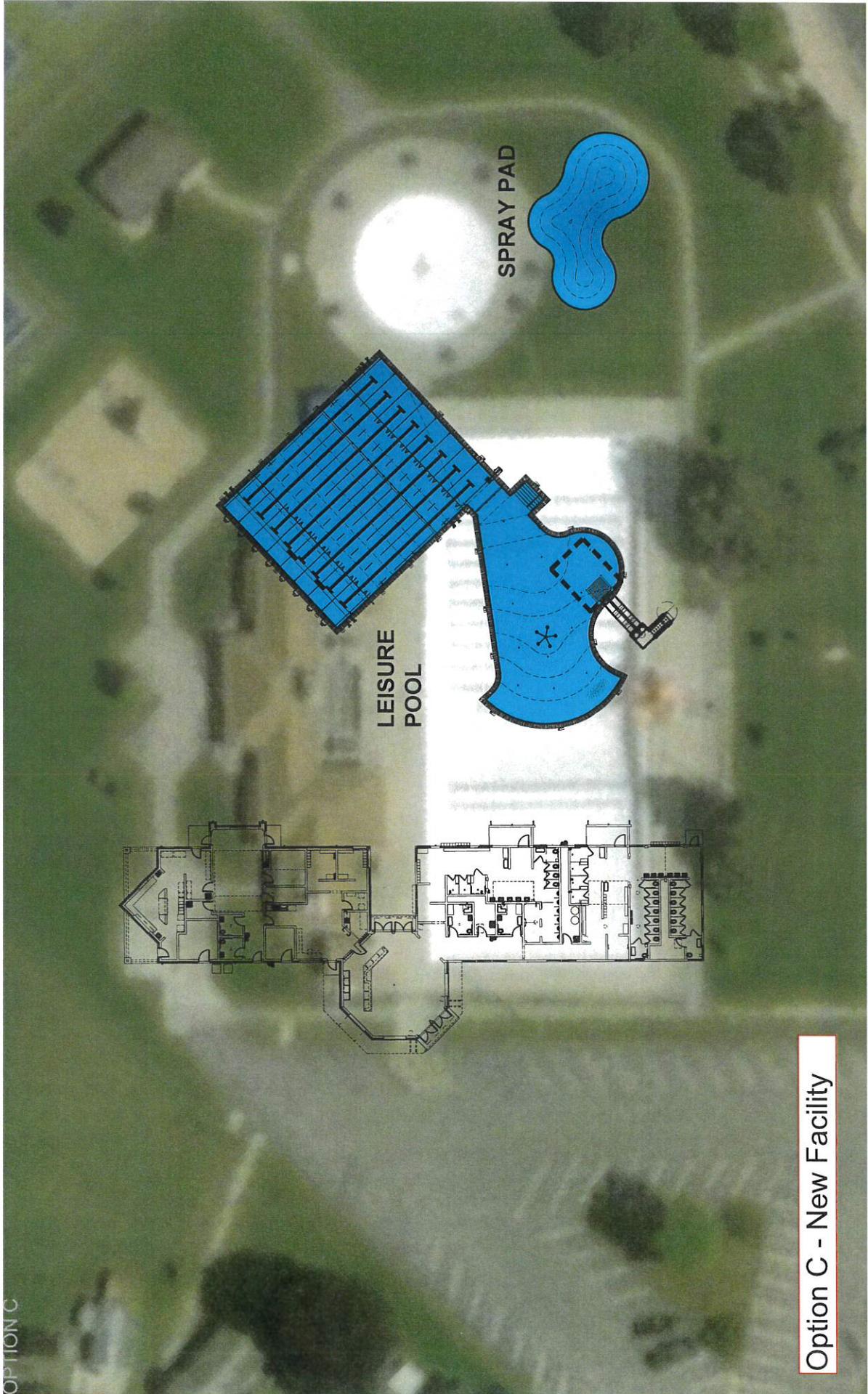
**SITE AREA**



**OPTION C - EXPAND AND RENOVATE**  
(Invest in long-term continued use with enhancements)



OPTION A - STATUS QUO



OPTION C

Option C - New Facility

**REPORT OF BUILDING INSPECTION**  
**Construction, Plumbing, Electrical, HVAC, Commercial**  
**JULY**

PERMIT TYPE	2018						2019					
	ISSUED	YTD	EST COST	YTD	FEES	YTD	ISSUED	YTD	EST COST	YTD	FEES	YTD
Commercial, New	0	1	\$0.00	\$800,000.00	\$0.00	\$2,272.63	0	1	\$0.00	\$960,000.00	\$0.00	\$2,806.06
Commercial Addition	1	1	\$707,895.00	\$707,895.00	\$1,032.74	\$1,032.74	0	2	\$0.00	\$122,000.00	\$0.00	\$786.20
Commercial, Alterations	1	15	\$500,000.00	\$1,372,357.00	\$1,035.36	\$7,955.61	2	19	\$1,186,829.00	\$1,997,131.00	\$2,695.68	\$8,140.92
Commercial, Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential, New SF	4	9	\$865,000.00	\$1,742,000.00	\$3,329.02	\$7,450.75	0	3	\$0.00	\$861,000.00	\$0.00	\$2,991.22
Residential, New Duplex	1	3	\$380,000.00	\$880,000.00	\$869.30	\$2,887.54	0	1	\$0.00	\$250,000.00	\$0.00	\$1,096.30
Residential, Additions	1	6	\$12,000.00	\$120,500.00	\$175.00	\$819.32	1	4	\$50,000.00	\$147,750.00	\$100.00	\$477.97
Residential Remodel	4	19	\$49,074.00	\$444,563.00	\$358.02	\$2,311.33	7	34	\$67,400.00	\$488,908.00	\$577.50	\$3,198.67
Residential, Accessory Razing	0	2	\$0.00	\$0.00	\$30.00	\$60.00	0	1	\$0.00	\$0.00	\$0.00	\$30.00
Residential Dwelling Razing	0	1	\$0.00	\$0.00	\$0.00	\$30.00	0	1	\$0.00	\$0.00	\$0.00	\$30.00
Roofing/Siding/Windows	38	145	\$504,422.00	\$1,636,217.00	\$3,064.00	\$10,823.00	14	111	\$129,500.00	\$1,410,703.00	\$804.00	\$8,540.00
Garage/Sheds/Deck/Fence	6	34	\$21,599.00	\$168,646.00	\$375.00	\$2,175.00	8	39	\$53,942.00	\$215,542.00	\$540.00	\$2,715.00
Multi-Family Units	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Plumbing Only	0	1	\$7,622.00	\$7,622.00	\$60.00	\$60.00	1	1	\$5,000.00	\$5,000.00	\$60.00	\$60.00
Electrical Only	5	27	\$54,522.00	\$184,277.00	\$300.00	\$1,880.00	3	26	\$13,525.00	\$63,769.00	\$260.00	\$628.00
HVAC Only	1	3	\$9,000.00	\$16,602.00	\$60.00	\$180.00	2	3	\$25,000.00	\$30,700.00	\$120.00	\$180.00
Sign Permits	1	13	\$1,000.00	\$33,500.00	\$60.00	\$1,170.00	4	15	\$9,300.00	\$25,800.00	\$360.00	\$1,170.00
Misc. Permits	0	5	\$0.00	\$70,000.00	\$0.00	\$210.00	2	5	\$7,500.00	\$27,500.00	\$90.00	\$360.00
<b>TOTALS</b>	<b>63</b>	<b>285</b>	<b>\$3,112,134.00</b>	<b>\$8,184,179.00</b>	<b>\$10,748.44</b>	<b>\$41,317.92</b>	<b>44</b>	<b>266</b>	<b>\$1,547,996.00</b>	<b>\$6,605,803.00</b>	<b>\$5,607.18</b>	<b>\$33,210.34</b>

**Members Present:** Petty, Thurow, Sloan

**Absent:**

**Others Present:** Mayor Palm, Adm. Geick, E. Truman, B. Zeman, Troy Snow

**Call to Order** –Ald. Petty called the meeting to order at 6:15 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to approve the minutes of July 9, 2019 and carried unanimously. Moved by Sloan, seconded by Thurow to approve the agenda. Motion carried unanimously.

**Action Items**

- a) **Accounts Payable** – Moved by Sloan seconded by Thurow to recommend to Council for approval of the accounts payable for **\$387,713.87**. Motion carried unanimously.
- b) **2<sup>nd</sup> Qtr. Budget Amendments for \$85,434** – The Committee reviewed the 2<sup>nd</sup> Qtr. budget amendments. Moved by Sloan, seconded by Thurow to recommend to Council for approval. Motion carried unanimously.

**Informational Items**

- a) City Attorney’s report on insurance claims – None.
- b) Baraboo Area District Ambulance Finance Status Report – The City is currently reviewing the finances of the Baraboo District Ambulance. It was noted that only 1 bid was received for their line of credit.
- c) 2<sup>nd</sup> Qtr. Taxi Financial Statement – Postponed to August 13, 2019 meeting.
- d) 2<sup>nd</sup> Qtr. Financial Statement – Postponed to August 13, 2019 meeting.

**Adjournment** – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:26pm.  
Brenda Zeman, City Clerk

**Minutes**

**Baraboo District Ambulance Service  
Annual Meeting of the Members  
October 24, 2018**

The October 24, 2018 Member’s meeting of the Baraboo District Ambulance Service was called to order by the Village of West Baraboo at 8:05 pm.

Members present: City of Baraboo (Petty, Sloan, Stieve, Wedekind), Town of Baraboo (Puttkamer \*by proxy\*), Town of Excelsior (Larson), Town of Fairfield (Otto), Town of Greenfield (Turnquist),

Also present were: St. Clare Hospital (Kronenfeld), Attorney Maffei, Chief Sechler, Rago, Snow, Klock, Feine, Koepp, Snow, and Vande Hei

Village of West Baraboo noted that the meeting had been posted in compliance with the Open Meeting Law.

**Adoption of Agenda**

- The agenda was adopted by a motion made by City of Baraboo, seconded by Town of Excelsior. Roll call vote, all ayes. Motion carried.

**Approval of Previous Minutes**

- Motion to approve the minutes from the Annual Meeting of the Members on December 6, 2017 made by Town of Fairfield, seconded by Town of Excelsior. Roll call vote, all ayes, Motion carried.

**Public Invited to Speak**

- No public comments

**Reports & Correspondence**

- None

**New Business**

1. The Amended 2018 Budget was forwarded to the Member’s by the Commission. A motion to approve the Amended 2018 Budget was made by Town of Excelsior, seconded by City of Baraboo.  
 Roll call vote: City of Baraboo – Aye                      Town of Baraboo – Aye\* by proxy  
                     Town of Excelsior – Aye                      Town of Fairfield – Aye  
                     Town of Greenfield – Aye  
 All ayes. Motion carried.
  
2. The proposed 2019 Budget and per capita rates were forwarded to the Member’s by the Commission. A motion to approve the proposed of the 2019 Budget and per capita rates was made by Joel City of Baraboo, seconded by Town of Greenfield.  
 Roll call vote: City of Baraboo – Aye                      Town of Baraboo – Aye\* by proxy  
                     Town of Excelsior – Aye                      Town of Fairfield – Aye  
                     Town of Greenfield – Aye  
 All ayes. Motion carried.

**Member Comments & Future Agenda Items**

- None

**Adjournment**

- Motion to adjourn made by City of Baraboo, seconded by Town of Excelsior at 8:15 pm. Voice vote, all ayes. Motion carried.

Respectfully Submitted,

Dana Sechler, Chief / EMS Director  
Baraboo District Ambulance Service

## **Minutes**

### **Baraboo District Ambulance Commission Finance Ad Hoc Committee**

#### **Call to Order & Roll Call**

- The June 26, 2019 meeting of the Ad Hoc Committee was called to order by Meier at 6:47 pm.
- Committee members present: Meier and Petty. Also present: Dahlke, Sechler, Snow, Sloan, Stieve, Turnquist, and Wedikind.
- Meier confirmed that the meeting had been posted in compliance with the Open Meeting Law.
- The agenda was adopted with a motion made by Petty, seconded by Meier. Voice vote, all ayes. Motion carried.

#### **Approval of Previous Minutes**

- A motion to approve the May 22, 2019 minutes was made by Petty, seconded by Meier. Voice vote, all ayes. Motion carried.

#### **Public Invited to Speak**

- No public comments.

#### **Appearances / Announcements / Correspondence / Reports**

- None

#### **New Business**

1. Approve check details and online payments for May 12, 2019 – June 15, 2019 in the amount of \$106,444.24. A motion to approve as presented was made by Petty, seconded by Meier. Voice vote, all ayes. Motion carried.
2. Approve write-offs in the amount of: \$20,924.96.  
A motion to approve as presented was made by Petty, seconded by Meier. Voice vote, all ayes. Motion carried.

#### **Additional Comments & Future Agenda Item**

- Meier stated that she met with Troy and Tony and they worked on some format changes to the way in which the Financials are prepared. A “YTD column” has been added. As well, additional funds (such as grants, etc.) are listed separately at the bottom of the ‘Actual vs. Budget’ page, so as to give a better picture of the Financials. Lastly, Meier would like to recommend that there is a section that would indicate the gross A/R, allowance, and the net. She would like the group to think through the proposed changes to the various items, and comment back at the next meeting.

#### **Adjournment**

There being no further business to come before the Committee, a motion to adjourn was made by Puttkamer, seconded by Meier. Voice vote, motion carried at 6:55 pm.

Respectfully submitted,

Dana Sechler, Chief / EMS Director  
Baraboo District Ambulance Service

## **Minutes**

### **Baraboo District Ambulance Commission**

#### **Call to Order & Roll Call**

- The June 26, 2019 meeting of the Baraboo District Ambulance Service Commission was called to order by Dahlke at 7:00 pm.
- Commissioners present: Dave Dahlke, Matt Krueger, Robin Meier, Darlene Otto, Joel Petty, Scott Sloan, Tim Stieve, Terry Turnquist, and Phil Wedekind
- Also present were: Attorney Wayne Maffei , Chief Sechler, Deputy Chief Rago, Snow, Vande Hei, and Nancy Rago
- Dahlke confirmed that the meeting had been posted in compliance with the Open Meeting Law.
- The agenda was adopted with a motion made by Sloan, seconded by Petty. Voice vote, all ayes. Motion carried.

#### **Approval of Previous Minutes**

- A motion to approve the May 22, 2019 minutes was made by Otto, seconded by Wedekind. Voice vote, all ayes. Motion carried.

#### **Public Invited to Speak**

- None

#### **Appearances/Announcements/Correspondence**

- None

#### **Reports**

1. Legal Counsel Report – No report.
2. Treasurer’s Report – Meier stated that she met with Troy and Tony and they worked on some format changes to the way in which the Financials are prepared. A “YTD column” has been added. As well, additional funds (such as grants, etc.) are listed separately at the bottom of the ‘Actual vs. Budget’ page, so as to give a better picture of the Financials. Lastly, Meier would like to recommend that there is a section that would indicate the gross A/R, allowance, and the net. She would like the group to think through the proposed changes to the various items, and comment back at the next meeting.
3. President’s Report – No report.
4. Chief’s Report – Sechler reviewed the written report that was submitted in the Commission packet.

#### **Consent Agenda**

1. Approve check details and online payments for May 12, 2019 – June 15, 2019 in the amount of \$106,444.24.
2. Approve write-offs in the amount of \$20,924.96.  
A motion to approve as presented was made by Petty seconded by Wedekind. Voice vote, all ayes. Motion carried.

**Baraboo District Ambulance Commission**

**New Business**

1. Sechler presented a revised contract agreement for the Bariatric ambulance. There is a revised due date (due to a shortage of the F550 truck chassis) which will be the middle of December, and an updated signed contract needs to be sent to the Assistance to Firefighters Grant (AFG) program coordinator. At a previous meeting, it was directed that the approved price was not to exceed \$232,000. The agreed upon final price landed at \$230,951.00, including the additional equipment—in which the new rig will very closely match the current Demer's rig. Motion by Sloan, seconded by Petty to approve the new contract due date, with the stipulation that the AFG would approve the requested grant extension. Voice vote, all ayes. Motion carried.
  
2. Sechler gave an update regarding the proposed Fire/EMS Building. A Pre-Proposal meeting for Design Services was held on June 17<sup>th</sup> which included a tour of the Fire station and EMS station / admin buildings. The architectural services proposal deadline is set for July 3<sup>rd</sup>. A short list of firms to be interviewed will be determined July 12<sup>th</sup>. Sechler and Stieve have been appointed to the Building committee, and will be working on the various steps outlined in the proposed schedule. The City anticipates a total project cost in the range of \$9,000,000 to \$12,000,000 for the full project, including Furniture, Fixtures, and Equipment (FF&E). The building itself is anticipated to be bid at around \$10,000,000. Sechler then went over some rough numbers regarding what the annual payments might be, at the various price points. At this time, it is not known what will be expected from Baraboo EMS, regarding leasing a portion of the building which would house the current operations and administrative aspects of the Service. Discussion took place, with several of the Township representatives asking about how an increase in a lease payment would be addressed in future budgets. Sechler indicated that the sale of the current administrative building could assist with covering any increases in the first year, but that any significant increases beyond that would most likely be covered with an increase in the per capita rates. A reminder was given by several of the Townships that they are limited to no more than a 2% tax levy increase each year. They also stated that if the cost of the building lease was more than they could afford, that they would have to consider looking for EMS coverage from other ambulance services. No action was taken, other than to direct Sechler and Stieve to continue participating with the Building committee.
  
3. Sechler presented the Fee Schedule and Revenue Rates that have been revised since the last approval from the Commission. These are the numbers that are used in the Transfer Worksheet, to determine the quotes for inter-facility transfers that are requested by entities such as MTM. After discussion, there was a motion by Turnquist, seconded by Meier to approve the Fee Schedule and Revenue Rates as presented. Voice vote, all ayes. Motion carried.
  
4. Sechler presented factors related to the transfer of funds from designated reserve accounts to the operations / checking account, in order to cover a decreased cash flow. He reviewed a number of items that have occurred in the past years including: writing off unpaid accounts from LogistiCare and MTM; accepting assignment from Medicare / Medicaid recipients; no increases

## **Minutes**

### **Baraboo District Ambulance Commission**

from Medicare since 1/1/2008; slow payments from insurance companies; attempts from insurance companies to negotiate discounted rates and/or pay via credit card style reimbursements (which includes various fees); private pay accounts making monthly payments; along with other factors. Comments were also given by Snow, N. Rago, Vande Hei and others regarding some of the Billing aspects within the department. It was noted that the Billing Coordinator has been deployed since July of last year, and has recently come back to work at Baraboo EMS. During that time period, the Billing staff maintained sending claims out to payers anywhere between 2 – 18 days, with the average being about 14 days. It was determined that additional follow up is needed on claims that have been denied, so that they can be reworked and submitted for payment. As a result, the cash flow has decreased over the past time period, such that funds from the reserve accounts have had to be transferred over to the operational checking account. Discussion occurred regarding the shift schedule of the Billing coordinator. It was also stated that another part-time Certified Ambulance Coder (CAC) has been hired to work 30 hours a week, to be able to specifically follow up on any accounts that need to be reworked and resubmitted. Sechler mentioned that it had been proposed in 2015 to consider obtaining a line of credit at that time, to assist with cash flow, on an as needed basis. He suggested that the service look into the options related to obtaining a line of credit at this point, so that it would assist in covering expenses between now, and when the cash flow would begin to increase. After additional discussion, direction was given for Sechler to prepare a plan of what operational decisions will be made, and implemented, for the Billing department to be able to provide the needed follow up on the insurance claims, and private pay accounts, as well as to assure staff coverage, if the Billing Coordinator would happen to ever be deployed again. Additionally, it was directed to look into options related to obtaining a line of credit. The items related to this topic will be placed on the next Commission agenda for discussion / review / approval.

#### **Commissioner Comments & Future Agenda Items**

- Please mark your calendars for the next Commission meetings, which will be the following:
  - July 24, 2019
  - August 28, 2019

#### **Adjournment**

- Motion to adjourn by Turnquist, seconded by Petty at 8:50 pm. Voice vote, all ayes. Motion carried.

Respectfully Submitted,

Dana Sechler, Chief / EMS Director  
Baraboo District Ambulance Service

## Minutes of Plan Commission Meeting July 16, 2019

**Call to Order** – Phil Wedekind called the meeting of the Commission to order at 5:15 PM.

**Roll Call** – Present were Phil Wedekind, Dennis Thurow, Roy Franzen, Pat Liston, Jim O’Neill, and Dee Marshall. Tom Kolb was absent.

Also in attendance were Tom Pinion, Scot & Laura Noonan, Richard Smith, and Ryan Boebel.

### Call to Order

- a. Note compliance with the Open Meeting Law. Wedekind noted compliance with the Open Meeting Law.
- b. Agenda Approval: It was moved by Liston, seconded by O’Neill to approve the agenda as posted. Motion carried unanimously.
- c. Minutes Approval: It was moved by O’Neill, seconded by Franzen to approve the minutes of the June 18, 2019 meeting. Motion carried unanimously.

**Public Invited to Speak** (*Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized by the presiding officer.*) –There were no speakers.

### Public Hearings:

- a. Public Hearing to consider a request by Scot & Laura Noonan for a Conditional Use Permit to convert the existing two-unit residential dwelling to two Side-by-Side single-family residential dwellings in a R-1A Single-Family Residential zoning district, located at 1707/1709 Crawford Street, City of Baraboo, Wisconsin – There being no speakers, the hearing was declared closed.
- b. Public Hearing to consider a request by the Church of the Nazarene for a Conditional Use Permit to expand the existing church building in a R-1A Single-Family Residential zoning district at 1800 Crawford Street, City of Baraboo, Sauk County, Wisconsin – There being no speakers, the hearing was declared closed.

### New Business

- a. Request for Conditional Use Permit to convert the existing duplex at 1707/1709 Crawford St. to two side-by-side single-family attached residential dwellings in a R-1A Single-Family Residential zoning district, by Scot & Laura Noonan – Scot Noonan, 1707 Crawford Street introduced himself to the Commission. Pinion presented the background for this request He said that according to the zoning code, property owners are able to do this as long as they have a recordable set of covenants that comply with the zoning code, and also have a certified survey map creating two lots, each having 30-feet of frontage. He said on critical part of the covenants it that there is a minimum of a one-hour firewall between the two units, from the basement floor to the roof sheathing. It was moved by Liston, seconded by Franzen to approve the Conditional Use Permit to convert the existing duplex at 1707/1709 Crawford to two side-by-side single-family residential attached dwellings as requested. On roll call vote for the motion, Ayes – Thurow, Franzen, Liston, O’Neill, and Wedekind. Nay – 0. Marshall abstained. Motion carried 5-0.
- b. Review and Approve a two lot Certified Survey Map for side-by-side single family attached residential dwellings in an R-1A Single-Family Residential zoning district, by Scot & Laura Noonan – It was moved by Liston, seconded by O’Neill to approve the Certified Survey Map as presented. On roll call vote for the motion, Ayes – Franzen, Liston, O’Neill, Wedekind, and Thurow. Nay – 0. Marshall abstained. Motion carried 5-0.
- c. Request for a Conditional Use Permit to expand the existing Church of the Nazarene building at 1800 Crawford Street, located in a R-1A Single-Family Residential zoning district – Richard Smith, General Engineering, who are the architects for the proposed project introduced himself to the Commission. Pinion presented the background for this request. He said that the request is to double the size of the church. Pinion said that the proposed Stormwater Plan and Landscaping Plan have been submitted and looks good. He said that in discussing the parking with the applicant, because the worship area and the gathering place will not be occupied simultaneously there is enough parking to serve one or the other. Therefore, they are not proposing to add any impervious surface to expand the parking lot. It was moved by Liston, seconded by Marshall to approve the Conditional Use Permit as requested. On roll call vote for the motion, Ayes – O’Neill, Marshall, Wedekind, Thurow, Franzen, and Liston. Nay – 0, motion carried 6-0.
- d. Consideration of a proposed parking lot expansion at 129 8<sup>th</sup> Avenue for Community First Bank – Pinion presented the background and proposal to the Commission. He said that all submissions are in compliance with City Ordinances. It was moved by Liston, seconded by Marshall to approve the proposed parking lot expansion at 129 8<sup>th</sup> Avenue as presented. On roll call vote for the motion, Ayes- Marshall, Wedekind, Thurow, Franzen, Liston, and O’Neill. Nay – 0, motion carried 6-0.

**Adjournment** - It was moved by O’Neill, seconded by Liston to adjourn at 5:27 p.m. The motion carried unanimously.

Present: Mayor Palm, T. Kolb, P. Wedekind, D. Thurow, B. Zeman

Absent:

Also Present: Michael Weymier & Marty Kuehn of Tyler Technologies, Atty. Truman, J. Atkinson

Mayor Palm called the meeting to order at 1:00 p.m. noting compliance with the open meeting law.

Select Chairperson:

Moved by Kolb, seconded by Wedekind that Mayor Palm be nominated as Chairperson. The Mayor called for other nominations and none were offered. Motion by Wedekind, seconded by Kolb to close nominations and appoint Mayor Palm as Chairperson. Motion carried unanimously.

Moved by Mayor Palm, seconded by Kolb that Phil Wedekind be nominated as Vice Chair. The Mayor called for other nominations and none were offered. Motion by Kolb, seconded by Mayor Palm to close nominations and appoint Phil Wedekind as Vice Chair. Motion carried unanimously.

Mandatory training: All members have met the mandatory training as follows:

Palm, Kolb, Wedekind, Thurow and Zeman on 05-10-2018 and Atkinson on 04-11-2019.

Clerk Zeman accepted the Assessor's Affidavit in the Assessment Roll and the Assessor executed the affidavit under oath.

### **Procedures of Operation**

Mayor Palm reviewed the procedures for the Board.

### **Objections Filed**

City Clerk Zeman reported that one case had been filed with her office, Baraboo State Bank. She noted that on Friday, July 26<sup>th</sup> she advised Matt Ryczek at Baraboo State Bank that they were scheduled to appear at Board of Review on July 30<sup>th</sup>, 2019 at 1:20pm.

### **Hearings:**

Baraboo State Bank, 101 Third Avenue, parcel no. 206 1569-00000

Clerk Zeman read into record a letter received from Matt Ryczek, Baraboo State Bank. Because the assessor for Baraboo State Bank was not available today, they submitted this letter asking the Board of Review to postpone the Board of Review to a different date. Motion made by Kolb, seconded by Wedekind to not allow postponement of the Board of Review. Motion carried unanimously.

### **Reports**

The Mayor reported that the Assessment Roll was open for public inspection on July 8, 2019 in the Clerk's and Assessor's Office, and Public Library. Open book was held on July 11, 2019 by appointment at the Assessor's office. Notice of the Board of Review was posted at the Municipal Building, Library, Civic Center and Council Chambers and published at least 15 days prior to the July 30<sup>th</sup> meeting.

### **Reports**

Assessor Weymier presented the Annual Assessment Report.

### **Correction of 2018 Errors:**

Assessor Weymier presented information on Correction of Errors for 2018:

Personal Prop Account 206-9165-00000, Independent Order of Odd Fellows, Baraboo Lodge #51, original \$3,300, corrected to \$0.

Personal Prop Account 206-9312-10300, US Bank, original \$700, corrected to \$0.

Personal Prop Account 206-9002-73500, American Lifeline Inc., original \$18,300 corrected to \$0.

Moved by Wedekind, seconded by Kolb and carried unanimously to accept these corrections.

Moved by Kolb, seconded by Wedekind and carried unanimously that the Assessment Roll is approved as amended by the determinations made by this Board of Review and that the Board adjourns at 3:00 p.m.

Respectfully submitted,  
Brenda Zeman, City Clerk  
Submitted for payroll 07/30/2019