



Regular Village Board Meeting Agenda

December 5, 2023 – 6:00 pm

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

To view the meeting live:

<https://www.youtube.com/live/8v8QQn7PEtA?si=inhvbIPw779GMOJM>

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings/Presentations. – None.
3. Approval of Minutes of Previous Meeting.
 - Minutes of the Regular Village Board Meeting – November 21, 2023
4. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker. Speakers are asked to use the podium and state their name and address.*
5. Ordinances.
 - a. Possible Action on Ordinance 2023-25, an Ordinance to Amend Current Fee Schedule for the Clerk and Police Department.
6. Resolutions.
 - a. Discussion and Possible on Resolution 2023-18, Authorizing Entry into an Intergovernmental Cooperation Agreement Relating to the “Wisconsin Investment Series Cooperative” and Authorizing Participation in the Investment Programs of the Fund
7. Old Business. None.
8. New Business.
 - a. Review of Process and Procedure for Administrator Evaluation
 - b. Discussion and Possible Action on 2024 Employee Handbook Updates
 - c. Discussion and/or Possible Action on Transfer Reserve “Class B” Intoxicating Liquor License Application(s)
9. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker. Speakers are asked to use the podium and state their name and address.*
10. Adjournment.

Note: Notice is hereby given that a quorum of a Village Committee and/or Commission may be present at the Village Board meeting, and if so, this meeting shall be considered an informational meeting of that Committee or Commission and no formal action of that Committee or Commission shall occur. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request such assistance, contact the Village Clerk at 262-691-5660.

Posted December 1, 2023

**VILLAGE OF PEWAUKEE
VILLAGE BOARD MINUTES
November 21, 2023**

<https://www.youtube.com/live/JLNPrBnBZd8?si=aDiAKpo1ujf93MZ7>

1. Call to Order, Pledge of Allegiance, Moment of Silence, and Roll Call

President Knutson called the meeting to order at approximately 6:00 p.m. The Pledge of Allegiance was recited, followed by a moment of silence.

Roll Call was taken with the following Village Board members present: Trustee Heather Gergen, Trustee Bob Rohde, Trustee Kelli Belt, Trustee Chris Krasovich, Trustee Jim Grabowski; Trustee Craig Roberts; and President Jeff Knutson.

Also Present: Parks and Recreation Director, Nick Phalin; Police Chief, Tim Heier; Village Attorney, Mark Blum; Village Administrator, Scott Gosse; and Village Clerk, Cassie Smith.

2. Public Hearings/Presentations

a. Public Hearing on 2024 Draft Budget.

None.

3. Approval of Minutes of Previous Meeting

a. Minutes of the Regular Village Board Meeting – November 7, 2023

Trustee Grabowski moved, seconded by Trustee Krasovich to approve the November 7, 2023 minutes of the regular Village Board meeting as presented.

Motion carried 7-0.

a. Minutes of the Special Village Board Meeting – November 15, 2023

Trustee Gergen moved, seconded by Trustee Roberts to approve the November 15, 2023 minutes of the special Village Board meeting as presented.

Motion carried 7-0.

4. Citizen Comments

None.

5. Ordinances

a. Possible Action on Ordinance No. 2023-23, Ordinance Establishing Fees for 2024 Refuse and Recycling Charges

Trustee Roberts moved, seconded by Trustee Rohde to approve Ordinance No. 2023-23 to establish fees for 2024 refuse and recycling charges as presented.

Motion carried 7-0.

b. Possible Action on Ordinance No. 2023-24, An Ordinance Levying Property Taxes for the General Fund, the Debt Service Fund, TIF #2 Fund, and TIF #3 Fund for the Village of Pewaukee for the Year 2023 to Support the 2024 Budget

Trustee Rohde moved, seconded by Trustee Gergen to approve Ordinance No. 2023-24 for levying property taxes for the General Fund, the Debt Service Fund, TIF #2 fund, and TIF #3 fund for the Village of Pewaukee for

the year 2023 to support the 2024 budget pending the final Tax Incremental Worksheet amounts.
Motion carried 7-0.

6. Resolutions

- a. Possible Action on Resolution No. 2023-16, Resolution Amending the Quarterly Single-Family Residential Storm Water Utility Rate**

Trustee Krasovich moved, seconded by Trustee Roberts to approve Resolution No. 2023-16 to amend the quarterly single-family residential Storm Water Utility rate as presented.
Motion carried 7-0.

- b. Possible Action on Resolution No. 2023-17, Resolution Establishing the Fire-EMS Protection Fee Emergency Service Equivalent (ESE) Fee**

Trustee Roberts moved, seconded by Trustee Rohde to approve Resolution No. 2023-17 establishing the Fire-EMS Protection Fee Emergency Service Equivalent (ESE) Fee as presented.

Trustee Krasovich thanked staff and Administrator Gosse thanked Trustees for the work on the communication pieces.

Motion carried 7-0.

7. Old Business

- a. Continued Review and Possible Action on Proposed Village Budgets**

- 1. Review and Action on General Fund Budget**

Trustee Grabowski moved, seconded by Trustee Gergen to approve the General Fund budget as presented.
Motion carried 7-0.

- 2. Review and Action on Capital Projects Funds Budget**

Trustee Roberts moved, seconded by Trustee Krasovich to approve the Capital Projects Fund budget as presented.

Motion carried 7-0.

- 3. Review and Action on Debt Service Budget**

Trustee Rohde moved, seconded by Trustee Roberts to approve the Debt Service budget as presented.
Motion carried 7-0.

- 4. Review and Action on TIF 2 Budget**

Trustee Krasovich moved, seconded by Trustee Roberts to approve the TIF 2 Budget as presented.
Motion carried 7-0.

- 5. Review and Action on TIF 3 Budget**

Trustee Roberts moved, seconded by Trustee Krasovich to approve the TIF 3 Budget as presented.
Motion carried 7-0.

- 6. Review and Action on ARPA Budget**

Administrator Gosse stated that this item is to recognize this year's expenses and acknowledge the remaining amount in the fund. There are no funds allocated for 2024.

Trustee Roberts moved, seconded by Trustee Grabowski to approve the ARPA Fund budget as presented.
Motion carried 7-0.

7. Review and Action on Water Utility Budget

Trustee Rohde moved, seconded by Trustee Roberts to approve the Water Utility budget as presented.
Motion carried 7-0.

8. Review and Action on Storm Water Utility Budget

Trustee Roberts moved, seconded by Trustee Krasovich to approve the Storm Water Utility budget as presented.

Motion carried 7-0.

9. Review and Action on Transportation Utility Fund Budget

Trustee Grabowski questioned if the amount that was unused for crack sealing could be used in 2024. Administrator Gosse stated that the amount will be in the Transportation Utility reserves and can be allocated in the future.

Trustee Grabowski moved, seconded by Trustee Roberts to approve the Transportation Utility Fund budget as presented.

Motion carried 7-0.

10. Review and Action on Sanitary Sewer Utility Budget

Trustee Krasovich moved, seconded by Trustee Roberts to approve the Sanitary Sewer Utility budget as presented.

Motion carried 7-0.

11. Review and Action on Cemetery Fund Budget

Trustee Rohde moved, seconded by Trustee Roberts to approve the Cemetery Fund budget as presented.

Trustee Gergen asked if the cremains section was added to the 2024 budget; Administrator Gosse confirmed that it was included.

Motion carried 7-0.

12. Review and Action on Lake Patrol Budget

Trustee Grabowski moved, seconded by Trustee Krasovich to approve the Lake Patrol budget as presented.

Motion carried 7-0.

13. Review and Action on Laimon Family Lakeside Park Budget

Trustee Rohde moved, seconded by Trustee Gergen to approve the Laimon Family Lakeside Park budget as presented.

Motion carried 7-0.

8. New Business

a. Possible Action on Utility Operator Wages

Trustee Grabowski moved, seconded by Trustee Krasovich to approve Utility Operator wages as presented.
Motion carried 7-0.

b. Monthly Approval of Checks and Invoices for All Funds – October 2023

Trustee Rohde moved, seconded by Trustee Krasovich to approve the October 2023 checks and invoices for all funds, except the library, as presented.

Motion carried 7-0.

Trustee Gergen moved, seconded by Trustee Roberts to acknowledge the October 2023 check and invoices regarding the Library.

Motion carried 7-0.

9. Citizen Comments – None

10. Closed Session. – *The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically regarding Utility Supervisor, Operations Supervisor and Police Sergeants; and pursuant to Wis. Statute Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically regarding proposed class action settlement cases with DuPont and 3M.*

Trustee Gergen moved, seconded by Trustee Roberts to move into Closed Session at Approximately 6:20 p.m. Motion carried on Roll Call Vote, 7-0.

Trustee Gergen moved, seconded by Trustee Rohde to move into Open Session at Approximately 6:37 p.m. Motion carried on Roll Call Vote, 7-0.

11. Reconvene Into Open Session.

a. Possible Action on Class Action Settlement Cases with DuPont and 3M

Trustee Grabowski moved, seconded by Trustee Gergen to approve participation in the class action settlement case with DuPont and 3M.

Motion carried 7-0.

b. Possible Action on One-Time Wage Adjustment for Specific Village Staff

Trustee Gergen moved, seconded by Trustee Krasovich to approve a one-time wage adjustment for specific Village staff as presented by staff.

Motion carried 7-0.

12. Adjournment

Trustee Gergen moved, seconded by Trustee Krasovich to adjourn the November 21, 2023, Regular Village Board meeting at approximately 6:38 p.m.

Motion carried 7-0.

Respectfully Submitted,

Casandra Smith
Village Clerk



To: Jeff Knutson, Village President
Village Board

From: Cassie Smith
Village Clerk

Date: December 1, 2023

Re: Agenda Item 5a, Possible Action on Ordinance 2023-25, an Ordinance to Amend Current Fee Schedule for the Clerk and Police Department.

BACKGROUND

Staff are seeking to update the Village's fee schedule. The prior fee schedule was adopted in 2023 and the attached Ordinance shows the current prices changed with the new fee as proposed. Village fees that were previously omitted are now located on the schedule to give a more comprehensive list.

ACTION REQUESTED

The action requested of the Village Board is to adopt Ordinance 2023-23, to amend the current fee schedule for the clerk department licenses, permits, and services along with listing Police Department service fees.

ANALYSIS

Staff is requesting an update of the current fee schedule as presented based on current costs, resources, and materials needed to sufficiently issue the license, permits, and services. Below is additional information for each fee requesting a change in price.

1. Updating the schedule to include fees already charged.
 - a. Temporary Alcohol License
 - b. Chicken Keeping Permit
 - c. Dumpster Permit Application
 - d. Sign Permit Application
 - e. Short-Term Lodging Application
 - f. Street Dining/Public Space Dining Use
2. Price increase suggestions
 - a. Conditional Use Grant Application
 - b. Zoning Board of Appeals Application
 - c. Special Event Permit (when road closures are required)
 - d. Mailing Fee for any yard waste/dog license
3. Add the note below on Right-of-way permits to make the process clearer
 - a. Right-of-way permit
 - i. Forfeit deposit of \$1,000 if work is started or completed prior to approval of permit
\$1,000

Staff are recommending approval of the attached 2024 fee schedule as presented. Please include the approval of any price increases in your motion.

Discussion items regarding price increases:

Conditional Use Grants and Zoning Board of Appeals applications have been at the same price for well over 8 years and with inflation staff looked at the average cost related to supplies, time, and publication expenses. We found on average the total cost, including the aforementioned, from start to finish, is about \$191.

Special Event Permits are free. At a prior meeting, the Village Board discussed charging for special events only if the road needed to be closed. Based on staff time to place and remove the barricades (5-7 hours on average) the cost is \$306.88 – \$429.63 which includes employee wages and equipment usage.

A mailing fee is being proposed as an admin fee to mail out yard tags and dog licenses. Currently, we offer mailing of dog licenses if the resident supplies a postage-paid, self-addressed envelope. Staff would like to make services like this easier for residents so they can send in the payment, and we will mail it back. We are now offering an online option for yard tag requests, and this would streamline the process. The proposed cost is \$1.00 to cover postage and supplies.

At a prior meeting, the Village Board mentioned that they may be in favor of an increase regarding the street dining/public space dining use. Staff seeks discussion and/or direction regarding the fee structure.

STATE OF WISCONSIN - VILLAGE OF PEWAUKEE - WAUKESHA COUNTY

ORDINANCE NO.2023-25

**VILLAGE OF PEWAUKEE
TO AMEND THE CURRENT FEE SCHEDULE FOR CLERK AND POLICE DEPARTMENT
LICENSE, PERMITS, AND SERVICES**

The Village Board of the Village of Pewaukee does ordain as follows:

WHEREAS, Wisconsin State Statute 61.34 provides that the Village Board shall have management authority and control over the finances of the Village, and

WHEREAS, the Village Board desires to establish and maintain a fee schedule to assist in covering the cost of issuing permits and licenses and providing certain services related to the Clerk Department activities so these costs do not become the burden of the general Village taxpayer;

NOW, THEREFORE, BE IT ORDAINED, the following fees shall take effect January 1, 2024 upon posting as required by law:

2024 Schedule of Village Fees

Alcohol Licenses

- a. Class "A" Beer License \$100
- b. "Class A" Combination License \$500
- c. Class "B" Beer License \$100
- d. "Class B" Combination License \$500
- e. Class "C" Wine License \$100
- f. Class "B" Winery License \$100
- g. "Class A" Reserve License \$10,000 (year one)
- h. Operator/Bartender License (ord. 6.121) \$50
- i. Provisional Operator License (valid 60 days) \$15
- ~~h.~~ ~~Temporary Alcohol License (Class "B"/"Class B")~~ ~~\$10/day or consecutive days~~

Village Fees

- a. Cigarette License (ord. 7.102) _____ \$100
- b. Coin Operated License (ord. 18.111(c)) _____ \$35/device
- c. Distributor/Amusement Licenses (ord.18.111(a)) _____ \$75
- d. Peddler/Transient Merchant Vendor (ord. 18.122) _____ \$50
- e. Food Vendor License ~~(if separate from special event)~~(ord.18.112) _____ \$40
- f. Yard Waste Permit (per calendar year) (vb mtg 12.21.22) _____ \$30
- g. Dog License (ord. 10.117)
 - i. Spayed/Neutered _____ \$15
 - ii. ~~Un~~Spayed/~~Un~~Neutered _____ \$20
 - iii. Late Fee (After March 31st) _____ \$5

Formatted: Font: 12 pt

Formatted: Font: 8 pt

- iv. Kennel License (3 or more dogs) _____ \$10
- ~~iv.~~ Mailing fee _____ \$1

h. Weights and Measures Fee (Ord. 18.140) – Fees are Passed through to businesses as assessed by the State of Wisconsin.

- i. Conditional Use Application _____ ~~\$100~~ \$190
- j. Zoning Board of Appeals Application _____ ~~\$100~~ \$190
- k. Chicken Keeping Permit _____ \$25
- l. Dumpster Permit Application _____ \$75
- m. Sign Permit Application _____ \$2.50/sq ft + \$50 base fee
- n. Special Event Permit Application _____ \$300 (road closures only)
- o. Transient/Short Term Lodging Application _____ \$200

- p. Right-of-way Permit (ord. 78.111):
 - a. Driveway/Sidewalk/other terraces per location less than 1,000 feet \$150
 - b. All Utility/Communications application fee per location over 1,000 feet \$250
 - i. Boring per 1,000 feet \$250
 - ~~h.~~ Forfeit deposit of \$1,000 if work is started or completed prior to approval of permit \$1,000
 - c. *If all required documents are not received within 30 days of the notice of denial, the application process will start over and a new application and application fee will apply.***

- q. Street Dining/ Public Space Dining Use
 - a. Up to 100 sq. ft. \$25.00
 - b. 101-200 sq. ft. \$50.00
 - c. 201-300 sq. ft. \$75.00
 - d. 301-400 sq. ft. \$100.00
 - e. 401-500 sq. ft. \$150.00
 - ~~e.~~ f. 501 and up \$225

Village Services

- a. Special Assessment Letter (5 business days) \$40
- b. Special Assessment Letter (same day - rush) \$60
- c. Copies per page (letter to ledger size) \$0.25 (includes sales tax)
- d. Copies larger than ledger size Admin Fee \$15 + the actual cost from an outside vendor and plus sales tax
- e. Notary Service per document/page (\$ 140.02(9)) \$5
- f. Weed Cutting – Administration Fee in addition to the actual cost of outside vendor service \$25
- g. Snow Removal/Sidewalk Clearing Administration Fee in addition to the actual cost of the private vendor service \$25
- h. Non-Sufficient Check Return Fee (NSF) in addition to the actual cost of the certified letter mailing fee \$40

- Formatted: Font: 12 pt, Not Bold, No underline
- Formatted: Font: 12 pt, Not Bold, No underline
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Not Bold, No underline
- Formatted: Font: 12 pt, Not Bold, No underline
- Formatted: Font: 12 pt
- Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 10 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
- Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 10 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
- Formatted: Font: 12 pt
- Formatted: Indent: Left: 0.75", No bullets or numbering
- Formatted: Font: Bold
- Formatted: Font: Not Italic, No underline
- Formatted: Font: (Default) +Body (Calibri), 12 pt
- Formatted: Font: Not Italic, No underline

Police Services

- a. Quarterly Parking Permit \$30 + sales tax
- b. Semi-Annual Parking Permit \$60 + sales tax
- c. Annual Parking Permit \$108 +sales tax
- d. Warrant Fee \$30
- e. Vehicle Storage per Day \$35
- f. Fingerprinting (ink or digital) \$30
- g. Preliminary Breath Testing (one-time fee) \$20
- h. Collection of Funds upon Execution (max fee = \$60) 10% on the first \$300
5% on the second \$300
3% over \$600

- i. Open Record Requests
 - i. Copies per Page (letter size) \$0.25
 - ii. Copies per Disc \$5
 - iii. Colored Photos per Page \$2

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of other portions of the ordinance. This Ordinance shall take effect January 1, 2023, and be in force upon this passage, publication, and posting as required by law. Adopted this 21st day of December 2023.

Jeffrey Knutson, Village President

ATTEST:

Casandra Smith, Village Clerk



To: Jeff Knutson, Village President
Village Board

From: Kayla Haack
Village Treasurer

Date: December 01, 2023

Re: Agenda Item 6a, Possible Action on Resolution 2023-18 to Enter into Contract with PMA Financial Network, LLC/WISC for Investing Purposes

BACKGROUND

Currently the only means for investment income for the Village is through the Treasurer wiring money back and forth to the Local Government Investment Pool (LGIP). Although LGIP is great because it keeps the Village funds very liquid, it is also important to have a diverse portfolio and have short and long-term investments to ensure Village interest income stays at an adequate level when rates may not be in investors favor. The Treasurer did an analysis looking at the lowest balance retained in LGIP, general account only, for the past 3 years. The balance has not fallen below \$4 million.

As the Village does not currently have any short- or long-term investments, the Treasurer inquired with both American Deposit Management (ADM) and PMA Financial Network LLC/WISC regarding investment options. Both companies offer great services, but the Treasurer and Attorney Blum were most successful with PMA Financial Network LLC/WISC in reaching final terms and conditions in which are most appropriate for the Village. PMA has been serving the public sector for nearly 40 years, serving over 300 WI public entities through the Wisconsin Investment Series Cooperative (WISC), and currently manages over \$40 billion in assets under administration. PMA has taken the time to review the Investment Policy of the Village to ensure that our choices of investments with PMA are allowable under our Investment Policy. Investments placed by PMA comply with Wisconsin State Statute 66.0603 & Chapter 219.05 for the investment of public funds.

ACTION REQUESTED

To act on and approve Resolution 2023-18 as presented.

ANALYSIS

The Village Treasurer would start investing into WI State Statute allowable fixed rate investments, such as Certificate Deposit (CDs) using the ladder effect to stagger maturity dates and lock in at higher net investment yields to assure increased interest earnings are received through the potential drop-in rates of the future.

Brett Weeden from PMA Financial Network will be attending the meeting to present a high level overview and to answer any questions the board may have.



RESOLUTION TO PARTICIPATE IN THE FUND

**RESOLUTION 2023-18
AUTHORIZING ENTRY INTO AN INTERGOVERNMENTAL
COOPERATION AGREEMENT RELATING TO THE
“WISCONSIN INVESTMENT SERIES COOPERATIVE”
AND AUTHORIZING PARTICIPATION IN THE INVESTMENT PROGRAMS OF THE FUND**

WHEREAS, Wisconsin school districts, technical college districts, cities, villages, counties and towns may invest their monies as authorized by Wisconsin Statutes, Section 66.0603 (1m); and

WHEREAS, Wisconsin Statutes, Section 66.0301 (the “Intergovernmental Cooperation Act”) provides, among other things, that municipalities may contract with other municipalities for the joint exercise of any power or duty required or authorized by law, including investment of their monies; and

WHEREAS, the Wisconsin Investment Series Cooperative (formerly known as the Wisconsin School District Liquid Asset Fund) (the “Fund”) was formed as of June 23, 1988 pursuant to the Intergovernmental Cooperation Act by the adoption of an Intergovernmental Cooperation Agreement relating to the Wisconsin School District Liquid Asset Fund by Oregon School District and Sheboygan Area School District, as the initial participants of the Fund, which Agreement was amended as of July 15, 1994 and July 12, 2002 (the “Intergovernmental Cooperation Agreement”); and

WHEREAS, the Fund is governed by the Wisconsin Investment Series Cooperative Commission (the “Commission”) in accordance with the terms of the Intergovernmental Cooperation Agreement; and

WHEREAS, the Intergovernmental Cooperation Agreement has been presented to this governing body (the “Governing Body”); and

WHEREAS, the Intergovernmental Cooperation Agreement authorizes municipalities to adopt and enter into the Intergovernmental Cooperation Agreement and become participants of the Fund; and

WHEREAS, this Governing Body deems it to be advisable for this Municipality (the “Municipality”) to adopt and enter into the Intergovernmental Cooperation Agreement and become a participant of the Fund for the purpose of exercising jointly with other municipalities the power to invest their monies, so as to enhance the investment earnings accruing to each; and

WHEREAS, this Governing Body deems it to be advisable for this Municipality to make use from time to time, in the discretion of the officials of the Municipality identified in Section 2 of this Resolution, of the Fixed Rate Investment Program available to participants of the Fund; and

WHEREAS, this Governing Body deems it advisable for this Municipality to make use of, from time to time, the services provided by PMA Financial Network, Inc., PMA Securities, Inc., U. S. Bank National Association, and/or their affiliates and successors, in connection with the Municipality’s utilization of the Fund.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. This Municipality shall join with other Wisconsin municipalities in accordance with the Intergovernmental Cooperation Act by becoming a participant of the Fund and adopting and entering into the Intergovernmental Cooperation Agreement. A copy of the Intergovernmental Cooperation Agreement shall be filed in the minutes of the meeting at which this Resolution was adopted. The President (Chairperson) (Mayor) and the Clerk (Secretary) are authorized to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry of this Municipality into the Intergovernmental Cooperation Agreement and to utilize Fund programs through PMA Financial Network, Inc., PMA Securities, U. S. Bank National Association, and/or their affiliates and successors.

Section 2. This Municipality is authorized to invest its available monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Intergovernmental Cooperation Agreement, including investment in the fixed-income program of the Fund through the intermediaries PMA Financial Network, and PMA Securities. The following officers and officials of this Municipality and their respective successors in office each are designated as "Authorized Officials" with full power and authority to effectuate the investment and withdrawal of monies of this Municipality from time to time in accordance with the Intergovernmental Cooperation Agreement and pursuant to the Fixed Rate Investment Program available to participants of the Fund: (List the name(s) and title(s) of the officer(s) and official(s) who will be authorized to invest and withdraw monies in and from the Fund and pursuant to the Fixed Rate Investment Program. You may have any number of Authorized Officials; attach an additional list if necessary.)

Name: Kayla Haack Position: Treasurer Signature: _____

Name: Casandra Smith Position: Clerk Signature: _____

Name: Scott Gosse Position: Administrator Signature: _____

Name: _____ Position: _____ Signature: _____

The Clerk (Secretary) shall advise the Commission of any changes in Authorized Officials in accordance with procedures established by the Commission.

Section 3. Members of this Governing Body and officials of this Municipality are authorized to serve as Commissioners of the Commission from time to time if selected as such pursuant to the provisions of the Intergovernmental Cooperation Agreement.

Section 4. This Municipality may open depository accounts, enter into wire transfer agreements, safekeeping agreements, and lockbox agreements, or other applicable or related documents with U. S. Bank National Association, and any other institutions participating in the Fund programs or programs of PMA Financial Network, LLC and PMA Securities, LLC, pursuant to Wisconsin Statutes, Section 34.05, Wisconsin Statutes, Section 120.12(7) (if applicable) and, when directed by one of the Authorized Officials, Wisconsin Statutes, Section 66.0603. PMA Financial Network, LLC and/or PMA Securities, LLC are authorized to act on behalf of this Municipality as its agent with respect to such accounts and agreements.

Section 5. Credit unions, banks, savings banks, trust companies and savings and loan associations authorized to transact business in the State of Wisconsin which qualify as depositories under Wisconsin law and are included on a list approved and maintained for such purpose by the Administrator of the Fund are designated as depositories of this Municipality pursuant to Wisconsin Statutes, Section 120.12(7) (if applicable) and Wisconsin Statutes, Section 34.05. Monies of this Municipality may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fixed Rate Investment Program available to participants of the Fund through the intermediary PMA Financial Network, LLC.

It is hereby certified that *(insert name of the Municipality)*

Village of Pewaukee

duly adopted the Model Resolution at a duly convened meeting of the Governing Body of the Municipality held on the 6th day of December, 2023, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

Signature of Clerk (Secretary)

Date

It is only necessary to adopt this resolution for the first account (master account) opened by your entity.

Attach original signed Resolution to Master Account Application and mail to:
**PMA Financial Network, LLC • 2135 CityGate Lane, 7th Floor • Naperville, IL
60563 Toll-Free 800.783.4273 • Fax: 630.718.8701**



TERMS AND CONDITIONS

PMA Financial Network, LLC

PMA Securities, LLC

References in this Agreement to “we,” “our,” or “us” are to PMA Financial Network, LLC and/or PMA Securities, LLC, as the context requires, and references to “you” or “your” are to the account owner, Village of Pewaukee, WI.

General Account Terms

1. *Applicable PMA Entity:* Securities and municipal advisory brokerage services, and investments cleared through our clearing firm are offered through PMA Securities, LLC, a broker-dealer and municipal advisor registered with the U.S. Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB), and a member of the Financial Industry Regulatory Authority (FINRA) and the Securities Investors Protection Corporation (SIPC). All other products and brokerage services are generally provided by PMA Financial Network, LLC

Sections 1 through 23 of these Terms and Conditions, which are included “The General Terms and Conditions” heading, apply to any accounts maintained with PMA Financial Network, LLC. or PMA Securities, LLC. (collectively “PMA”), which are under common ownership. Sections 24 through 27, which are included under the heading “Terms Applicable to PMA Securities Accounts Only,” apply only to accounts maintained with PMA Securities, LLC. The Application & Agreement for the applicable PMA company, and these Terms and Conditions, constitute the “Agreement.”

2. *Account:* When we approve your Application, we will open a brokerage account for you to purchase and sell investments for your account and on your instructions. Certain of these accounts may constitute Municipal Advisor accounts which are subject to additional Terms and Conditions set forth in paragraphs 28 through 34). In either case, you acknowledge that the account is a non-discretionary account and we do not take discretion over the selection of investments in the account. You agree that you have the ultimate decision making authority over investments in the account and that all orders are based on your own investment decisions or the investment decisions of your duly authorized personnel. You understand that, except as provided by law, you are solely responsible for all orders entered, including, but not limited to, trade qualifiers, the number of trades entered, investment strategies and risks associated with each trade, and will not hold PMA nor any of its officers, directors, employees, agents or affiliates liable for those investment decisions.

Any account that you maintain with us is not an investment advisory account. For you to open an investment advisory account through PMA’s affiliate, PMA Asset Management, LLC, you must sign a separate agreement with that entity. If you have any questions as to whether an account is a brokerage account, municipal advisory account or investment advisory account, or the difference between these types of accounts, please contact us.

3. *No Legal or Tax Advice.* You acknowledge that we do not and will not provide legal or tax advice.

4. *Commissions and Fees:* You agree to pay our brokerage commissions, charges and other fees, as they exist from time to time and apply to your transactions and services you receive. You also acknowledge that where we act as principal in buying a security from you or selling a security to you we receive compensation in the form of a markdown, which is a decrease in the price paid to you below the price prevailing in the market, or a markup, which is an increase in the price charged to you over the price prevailing in the market. You also acknowledge that for deposit products, we act as your agent and offer you a net rate, with our fee being taken from the gross rate paid by the financial institution. From time to time, we execute transactions for deposit products with the assistance of a third party consultant or procure insurance. You agree to pay for the cost of such insurance or any fees charged by such third party consultant. You further agree to pay all applicable taxes, including, without limitation, state and local excise taxes, except if you are exempt from those taxes.

5. *Rules and Regulations:* You acknowledge that this Agreement, any brokerage or other account(s) that you maintain with us and any transactions you make are subject to all applicable federal and state laws, rules, and regulations and the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market and its clearinghouse (if any) where such transactions are executed. You represent all transactions effected by us for you are in compliance with all laws governing your investments and by your investment guidelines.

6. *Payment, Settlement, and Liquidation:* We will not hold funds or securities for you. All transactions in your account will settle on a delivery versus payment/receipt versus payment basis. When you purchase securities or other investments on a cash basis, you agree to pay for the investments by settlement day.

We may require full payment before we accept your order. When you sell long investments, you must own the investments when you place the order. You also agree to make good delivery of the investments you are selling by settlement day. If you do not pay for a long investment by the settlement day, PMA may liquidate that position at market prices and charge you any actual fees or costs. PMA will use best efforts to notify you electronically before taking such actions but in all cases has the power to liquidate the position without your authorization.

If you have other obligations to us, which you do not satisfy on a timely basis, for our protection, or to satisfy your obligations to us, we may, at our discretion, without prior demand or notice but after using best efforts to notify you electronically, sell or otherwise liquidate all or any part of the securities and other property securing your obligations or close any or all transactions in your Brokerage Account. In this regard, we may transfer securities and other property that are now or in the future, held, carried, or maintained in or through the Brokerage Account and, to the extent of such account holder’s interest, any present or future brokerage account with us in which such an account holder has an interest. You are responsible for costs, commissions, and losses arising from any actions we must take to liquidate or close transactions in your Brokerage Account or from your failure to make timely, good delivery of securities.

7. *Restrictions on Trading:* You understand that we may at any time, in our sole discretion and without prior notice to you, prohibit or restrict your ability to trade securities or investments, or to substitute investments, in your Brokerage Account.
8. *Provision of Market Data:* We may convey to you through telephone, electronic, or other means last sale transaction data, bid and asked quotations, and other information relating to securities or other investments and the securities markets (collectively referred to in this section as "market data").

We obtain market data from securities exchanges and markets and from parties that transmit market data (collectively referred to in this section as "the market data providers"). All market data is protected by copyright laws. We provide market data for your personal, non-commercial use; you may not sell, market, or redistribute it in any way, unless you've entered into written agreements with the appropriate market data providers. We may terminate your access to the market data at any time in our sole and absolute discretion upon prior written notice to you.

We receive the market data from industry sources that are believed to be reliable. However, the accuracy, completeness, timeliness, or correct sequencing of the market data, and the availability of the market data without interruptions, can't be guaranteed either by us or the market data providers. Neither we nor the market data providers will be liable to you or to any other person for any losses or damages arising from inaccuracies, errors, omissions, delays, non-performance, or interruptions in the availability of market data or your access to market data, whether or not due to any negligent act or omission by us or the market data providers. You acknowledge that the provision of such market data does not constitute a recommendation by us to purchase or sell any security or any financial, tax or legal advice by us. The market data is provided "as is" and on an "as available" basis. There is no warranty of any kind, express or implied, regarding the market data.

You are fully capable of evaluating securities, reading markets, and recognizing portfolio diversification. However, the market data and other analysis provided by PMA may assist in your investment decisions. Any quotations generated from market data will also be considered subject to availability.

9. *Orders/Confirmation of Transactions:* You agree not to use email or voicemail to transmit orders to purchase or sell a security or other investment and further agree that we are not liable for any actions taken or any omissions to act as a result of any email or voicemail message you send to us. Transactions entered into for your account shall be confirmed in writing where required by applicable law or regulation. You agree that transactions on your statements and confirmations shall be conclusively be deemed accurate, binding and authorized by you unless you notify us in writing within 10 days.
10. *Consent to Monitoring and Recording:* You understand that we may, in our sole and absolute discretion, monitor or tape record telephone conversations with you, and you consent to such monitoring and recording.
11. *Notification:* We will send all notices and communications relating to your Brokerage Account to you at the mailing address or, where applicable, the electronic mail address indicated in your Institutional Brokerage Account Application ("Application"), or to another address you specify to us in

writing. Any communication we send to such mailing address, whether by mail, courier, or otherwise, or to your electronic mail (email) address is considered delivered to you personally, whether or not you actually receive it. You agree to promptly notify us of any changes in your mailing address or e mail address.

12. *Email and Electronic Delivery.* If you have indicated in your Application that you consent to electronic delivery, you authorize us to deliver all communications to you by the following methods: **(i) by email at the address specified in the Application; (ii) by sending you an email that includes a hyperlink to the website or an address on the Internet where the information is posted, and can be read and printed; and (iii) by sending you a notice that directs you to an address on the Internet or a place within a website where the communication is posted and from which it can be read and printed.** This delivery will be effective whether or not you access or review the communication. Even if you have consented to electronic delivery, we may choose to send communications to you by other means, and if we do so that will not affect your consent. You must notify us of any change in your email address. Although we will not charge you for sending electronic communications, you understand that other online subscription fees or charges by Internet service providers may apply. You may revoke your consent to electronic delivery of communications and elect to receive documents in paper form.

All email sent to and from us is subject to monitoring, review by or disclosure to designated PMA officers, supervisors, or staff members, primarily in PMA's Compliance Department, who may be someone other than the intended recipient. You acknowledge that there may be delays in email being received by your intended recipient. You agree to hold us harmless for any delay in email delivery regardless of whether the delay was caused by us or a third party. Email sent to and from an address of PMA will be retained by our corporate email system. Electronic communications with us via our website or a wireless device are also subject to monitoring, review by or disclosure to designated PMA officers, supervisors, or staff members, primarily in PMA's Compliance Department, who may be someone other than the intended recipient and we will retain these communications as may be required by law.

13. *Losses Due to Extraordinary Events; Limitation of Liability:* We shall not be liable for losses caused directly or indirectly by conditions beyond our control, including, but not limited to, war, strikes, natural disasters, terrorist acts, government restrictions, exchange or market rulings, suspensions of trading, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange market.
14. *Warranty Disclaimer; Damage Limitation:* Neither we nor any third party makes any representations or warranties express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose in respect of any services provided in connection with your Brokerage Account. Both parties to this Agreement agree that the only appropriate measure of damages for any breach of this Agreement are compensatory damages and that in no event shall either party be entitled to incidental, special, indirect, punitive or consequential damages.
15. *Hold Harmless:* You hereby agree to hold PMA and its officers, directors, employees, agents and affiliates harmless from any liability, financial or otherwise, or expense (including attorneys' fees and disbursements), as incurred, as a result of any losses or damages you may suffer with respect to any such decisions, instructions, transactions or strategies employed in

your brokerage account by you or the Authorized Persons identified in your Application, or as a result of any breach by you of any of the covenants, representations, acknowledgments or warranties herein. This paragraph does not represent a waiver of rights as a municipality under Wisconsin Statute Section 893.80, including the limitations and immunities set forth therein.

16. *Anti-Money Laundering Requirements:* The USA PATRIOT Act is designed to detect, deter, and punish terrorists and others who engage in money laundering or disguising illegally obtained funds so that the funds appear to come from legitimate sources or activities. All brokerage firms are required to have anti-money laundering programs. As part of our program, we may require you to provide various identification documents or other information to verify your identity and/or your institution's identity. Until you provide the information or documents we need, we may not be able to open an account or effect any transaction for you.

You represent that neither you nor any other person who has an ownership interest in, or authority over, your account is or has been a Politically Exposed Person, also known as a senior foreign political figure, or an immediate family member or close associate of a senior foreign political figure, within the meaning of the U.S. Department of the Treasury's Guidance on Enhanced Scrutiny for Transactions That May Involve the Proceeds of Foreign Official Corruption and as referenced in the USA PATRIOT Act. In addition, you represent that neither you nor any other person who has an ownership interest in, or authority over, your account is a corporation, business or other entity that is beneficially or majority owned or controlled by the senior foreign political figure. If you, any other owner of or authorized person on your account is or has been such a figure, you agree to disclose that fact to us and provide the necessary information required by law to open and/or to service your account. You also represent that your account will not be used for any transactions with, or for the benefit of, any person, entity or country that is the subject of any sanctions administered or enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), including, but not limited to, any person, or entity designated on OFAC's List of Specialty Designated Nationals. For the purpose of this section, a "Politically Exposed Person" is a current or former senior official in the executive, legislative, administrative, a military or judicial branch of a foreign government (whether elected or not) or a senior official of major foreign party, a senior executive of a foreign government-owned corporation or a corporation, business or other entity formed by or for the benefit of such a figure. The term "politically exposed person" includes a current or former senior foreign political figure's "immediate family" which includes, but is not limited to, parents, siblings and in-laws or a "close associate," which means a person who is widely and publicly known to maintain an unusually close relationship with a senior foreign political figure, including a person in a position to conduct substantial domestic and international financial transactions on behalf of such figure. For a discussion of the preceding terms and definitions, see <http://federalreserve.gov/boarddocs/srletters/2001/sr0103/hm>.

17. *Termination:* You may terminate this Agreement and any account that you maintain with us at any time by giving us written notice, after paying any obligations you owe to us. We may terminate any account that you maintain with us and any or all services rendered under this Agreement at any time and for any reason in our sole and absolute discretion. Closing an account or terminating services will not affect rights and obligations incurred or arising prior to closure or termination. This Agreement will survive termination of your account(s) and

will continue to apply to any disputed or other remaining matters arising from our relationship.

18. *Arbitration:* This Agreement contains a predispute arbitration clause. By signing this Agreement, the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- The arbitration proceeding will be held at such location as may be required by applicable regulations.

You agree to settle by arbitration any controversy, dispute, claim or grievance between you or your officers, directors, employees or agents, and us, any of our affiliates or our or their shareholders, officers, directors, employees or agents arising out of, or relating to, this Agreement, your Brokerage Account or account transactions, or in any other way arising from your relationship with us. Such arbitration will be conducted before and in accordance with the rules then prevailing of the American Arbitration Association, unless (i) the rules of FINRA, (ii) another United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member or mutual consent of the parties and in the event there is a failure to reach an agreement, (iii) an order of court require that the arbitration be conducted under differing rules and the assignment of neutral arbitrators. The results of any arbitration proceeding shall be final and may be enforced by a court of competent jurisdiction. Either of us may initiate arbitration by serving or mailing a written notice to the other. The notice must specify which rules will apply to the arbitration, and such specification will be binding on both of us. Any award the arbitrator makes will be final and binding, and judgment on it may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement

except to the extent stated herein.

19. *Entire Agreement, Amendment, and Waiver:* This Agreement, any attachments hereto, our privacy policy, business continuity policy, and terms contained on statements and confirmations sent to you, as amended from time to time, contains the entire agreement between you and us with respect to the subject matter hereof.
20. *Governing Law:* This Agreement is governed by the laws of the State of Wisconsin (without regard to its conflict of law provisions), as applied to contracts entered into and completely performed within the State of Illinois.
21. *Assignment:* You may not assign your rights and obligations under this Agreement without first obtaining our prior written consent. We may transfer your Brokerage Account and assign our rights and obligations under this Agreement to any subsidiary, affiliate, or successor by merger or consolidation without notice to you, or to any other entity after 30 days prior written notice to you. This Agreement is binding upon, and inures to the benefit of, your and our successors and permitted assigns, if any.
22. *Severability:* If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such provision shall be deemed modified or, if necessary, rescinded in order to comply with the relevant court, or regulatory or self-regulatory agency or body. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.
23. *Amendments and Waivers.* We may amend this Agreement and if we do so will give written notice to you before the changes take effect. In the event you do not agree to an amendment, we may close and liquidate your Brokerage Account in an orderly manner. No amendment of any nature will affect either of our obligations incurred prior to the effective date of the amendment. You may amend this Agreement provided such amendment is in writing and signed by us.

A waiver shall be effective only for the specific purpose for which given. Failure of either party to this Agreement, at any time, to require strict compliance by the other party with any provision of this Agreement will not constitute a waiver, or affect or diminish the right to demand strict compliance with any other provision of this Agreement.

Nothing contained within this Agreement is intended to be a waiver or estoppel of the Village of Pewaukee, or its insurer, to rely upon the limitations, defenses and immunities contained within Wisconsin law, including those set forth under Wisconsin Statute Sections 890.80, 895.52 and 345.05, to the extent that indemnification is available and enforceable, the Village of Pewaukee or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established under Wisconsin law.

Terms Applicable to PMA Securities Accounts Only

24. *Consent/Official Communications Regarding Securities:* You authorize the disclosure of your name, security position(s) and contact information, for purposes of receiving official communications concerning municipal securities, if relevant, to:
(1) an issuer of municipal securities; (ii) a trustee for an issue of municipal securities in its capacity as trustee; (iii) a state or federal tax authority; or (iv) a custody agent for a stripped coupon municipal securities program in its capacity as custody agent. You further authorize the disclosure of your name, security position(s) and contact information for purposes of receiving official communications relating to non-municipal publicly traded securities from an issuer of such securities.
25. *FINRA Public Disclosure Program:* As a member of FINRA,

PMA Securities, LLC is required to disclose the availability of BrokerCheck, an online tool that provides information on FINRA-registered firms. To access BrokerCheck or download a brochure, go to www.finra.org. You can also call the BrokerCheck Hotline at (800) 289-9999.

26. *SIPC and Other Insurance Coverage:* You understand that PMA Securities, LLC is a member of the Securities Investor Protection Corporation (“SIPC”) and that SIPC currently protects the securities in your PMA Securities, LLC Brokerage Account up to \$500,000, with a limit of \$250,000 for cash balances, which are being held for purposes of investment. Cash balances not held for investment purposes (e.g. the sole purpose is to collect interest) may not be covered by SIPC. You acknowledge that these SIPC protections do not cover fluctuations in the market value of your securities. A brochure with the details of SIPC’s protections is available at www.sipc.org or by calling (202) 371-8300.
27. *Restrictions on Ability to Sell Securities:* Before instructing us to sell any securities that are “restricted securities” or securities of an issuer of which you are an “affiliate” as those terms are defined in Rule 144 under the Securities Act of 1933, or securities that are otherwise not freely transferable as the result of an agreement with the issuer of such securities or otherwise. You will advise us as to the status of such securities, obtain clearance from us as to the salability of such securities, promptly furnish whatever information and documents (including opinion of legal counsel) that we may reasonably request and not sell, pledge, assign or transfer such securities unless you first provide any such required or requested documents.

Terms Applicable to Municipal Advisor Accounts—Investment of Bond Proceeds

28. *Identification of Municipal Advisory Accounts.* You agree that if you request our services with respect to proceeds of an offering of municipal securities, you will identify the proceeds as such and designate the proceeds for a municipal advisory account, and that you will not designate any funds or security other than municipal bond proceeds for a municipal advisory account. When performing municipal advisory activities relating to the investment of proceeds of an offering of municipal securities for you as a municipal entity client or an obligated person client, we are acting as a municipal advisor and any accounts with bond proceeds are deemed municipal advisory accounts subject to these provisions. For operational purposes, a municipal advisory account will be a sub-account, but for all other purposes will be treated as a separate account.
29. *Scope of Services.* Upon opening a municipal advisory account, we will work with you in an effort to determine suitable investment options for the investment of your proceeds of municipal securities, given the timetable, cash flow and permitted investments you have presented. You acknowledge that any municipal advisory account is a non-discretionary account and we do not take discretion over the selection of investments in the account. You agree that you have the ultimate decision making authority over investments in the account and that all orders are based on your own investment decisions or the investment decisions of your duly authorized personnel. If all proceeds from the issuance were invested through PMA, if requested, PMA will also assist you in bond proceeds management/arbitrage reporting for compliance with provisions of the Internal Revenue Service, subject to review by your legal and accounting professionals.
30. *Municipal Advisor Disclosures.* You acknowledge that we have provided you with the PMA Securities, LLC Municipal Advisor Disclosure Statement, which contain important disclosures on matters such as all material conflicts of interest and all legal and disciplinary events that are material to a client’s evaluation of us relevant to our provision of municipal advisory services. This disclosure document also will specify the date of the last material change or addition to the legal or disciplinary event disclosures, if any, on any Form MA or Form MA-I that we file with the SEC and a brief explanation for the materiality of the change or addition.
31. *Limitations on Engagement or Scope of Services.* Nothing in this Agreement should be construed as altering or limiting our duties as a municipal advisor. However, we may limit the scope of our engagement, duties and services with respect to any municipal advisory account by subsequent agreement with you.
32. *Information Required in Connection with Recommendations.* For any recommendation for a municipal advisor account, we will seek to provide suitable recommendations based on information obtained through the reasonable diligence of the firm. You agree to provide such information to assist in this process.
33. *Fee Schedule.* You acknowledge receipt of our standard fee schedule applicable to transactions in your account, unless we have agreed to a different fee schedule which shall supersede the standard fee schedule. The confirmation will provide information relating to fees or sufficient information to determine the markups or markdowns charged for such transaction.

34. *Form MA and MA-I.* As a municipal advisor, we have filed a Form MA for the firm and a Form MA-I for each person conducting municipal advisory activities associated with the firm. Forms MA and MA-I require the disclosure of information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation regarding a municipal advisory firm and its associated persons who engage in municipal advisory activities. You may access these forms regarding the firm through the SEC Edgar system located at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for PMA Securities, LLC.

NEW ACCOUNT APPLICATION FORM

SECTION A: NEW ACCOUNT INFORMATION

1. Entity Name to Appear on Fund Records (common name): Village of Pewaukee
2. Legal Entity Name as filed with the IRS (if different): _____
3. Address: 235 Hickory Street, Pewaukee WI, 53072 County: Waukesha
4. Phone Number: 262-691-5660
5. Federal Tax ID: 39-6006343 6. Is the new account for bond proceeds? Yes No
7. Account Title (General, Water, etc.): General

SECTION B: PRIMARY CONTACT DESIGNATION

- 8.. Please designate the WISC Primary Contact person for your Entity:
- Name: Kayla Haack Title: Treasurer
- Phone: 262-691-5660 ext 224 Fax: _____
- Email: khaack@villageofpewaukee.gov

SECTION C: PRIMARY CONTACT AUTHORITY / ACCOUNT SECURITY

9. The above-named primary contact will have the authority to:
- Certify the authorized personnel at the Entity, and specify the PMA GPS®* access capabilities;
 - Transfer funds to/from WISC, and to/from approved depository;
 - Add or delete the bank information (ACH/Wire) WISC has on file for the Entity;
 - Sign up for State Aid Deposits;
 - Open, close, change and reactivate WISC account Information;
 - Move money (Make purchases, redemptions, transfers and fixed rate investments);
 - Access ALL WISC sub-accounts for the entity; and
 - Act as primary contact person for all WISC daily activity.
- NOTE: To designate additional authorized personnel, please complete the Authorized Personnel Information form for each such authorized person.
*The PMA Governmental Portfolio System ("PMA GPS®") is an online system that provides 24-hour access to your WISC account(s).
10. WISC Statements and Confirmations:
- The primary contact elects to retrieve electronic statements, confirmations and other communications via PMA GPS®,
- or WISC will mail monthly statements and confirmations to the primary contact at the above address.
11. System Access: Access to PMA GPS® will automatically be granted if the primary contact elects to receive electronic statements. A username and password will be sent via email.
- Request access to PMA GPS® if electronic statements are not elected.
12. Email Notification: Yes, send an email when online statements and confirmations are available.
 No, do not send an email when online statements and confirmations are available.

SECTION D: CERTIFICATIONS

A) It is hereby certified that the Entity adopted the attached resolution at a duly convened meeting of the Directors of the Entity held on the 5th day of December, 2023, and that such resolution is in full force and effect on the date of this application, and that such resolution has not been modified, amended or rescinded since its adoption. (Attach Resolution)

B) It is hereby further certified that the Entity has received a copy of the WISC Fund's Information Statement and Declaration of Trust, and agrees to be bound by the terms of such documents.

C) The information, authorizations, resolutions and certifications set forth in this New Account Application shall remain in full force and effect until the Fund receives written notification of change.

Signature of Authorized Official Designated in Resolution

Kayla Haack
Print Name

Village of Pewaukee
Entity Name

12/06/2023
Date

SECTION E: INFORMATION STATEMENT AND DECLARATION OF TRUST

It is certified that the Entity has received a copy of the WISC Fund Information Statement and agrees to be bound by the terms of said documents.

SECTION F: AUTHORIZATION

This section must be completed by the Authorized Official of the Entity. The authorizations set forth on this form shall remain in full force and effect until the Fund receives written notification of a change.

I hereby certify that I am authorized by the Entity to execute this Application Form for WISC in accordance with the Declaration of Trust:

Authorized Signer: _____

Date: 12/06/2023

Printed Name: Kayla Haack

Phone: 262-691-5660 ext 224

Title: Treasurer

Effective Date of Request: 12/06/2023

PMA Authorization: _____

Portfolio Advisor: _____

Compliance: _____

Date: _____

Date: _____

Send completed forms to your PMA representative or to gps@pmanetwork.com

Institutional Brokerage Account Application & Agreement

1. CLIENT INFORMATION *(please print or type):*

Entity Name to appear on Records / Reports ("Entity"): Village of Pewaukee

Legal Entity Name as filed with the IRS (if known): _____

Street Address: 235 Hickory St., Pewaukee, WI 53072

City State Zip

Mailing Address (if different): _____

City State Zip

Account Contact: Kayla Haack Title: Treasurer

(Person to whom general correspondence, account statements, confirmations, etc. should be addressed)

Telephone: 262-691-5660 Ext: 224 Fax: _____

E-Mail Address: khaack@villageofpewaukeewi.gov

Federal Employer Identification Number: 39-6006343 (complete enclosed IRS Form W-9)

2. TYPE OF ENTITY/FORM OF ORGANIZATION

A. Indicate type of entity:

- | | |
|---|---|
| <input checked="" type="checkbox"/> U.S. Municipal, County, State or Federal Government Entity* | <input type="checkbox"/> Registered Investment Company* |
| <input type="checkbox"/> U.S. Banking Institution/Other Regulated Financial Institution* | <input type="checkbox"/> Investment adviser registered with U.S. Securities and Exchange Commission or state securities authority |
| <input type="checkbox"/> Insurance or reinsurance company | <input type="checkbox"/> Non-Profit Entities |
| <input type="checkbox"/> Non-registered investment fund
<i>* Exempted from Customer Identification Program (CIP) requirements.</i> | <input type="checkbox"/> Other Institutional: _____ |

B. Indicate Form of Organization:

(In addition to the information requested below, please provide a signed resolution dated within 12 months of the signature date of this Application and Agreement identifying authorized signers.)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Governmental Entity | <input type="checkbox"/> Corporation
<i>Please provide a copy of the corporation's articles of incorporation.</i> |
| <input type="checkbox"/> Limited liability company
<i>Please provide a copy of the operating agreement.</i> | <input type="checkbox"/> Partnership
<i>Please provide a copy of the partnership agreements.</i> |
| <input type="checkbox"/> Trust
<i>Please provide a copy of the Trust Agreement.</i> | <input type="checkbox"/> Other: _____ |

3. LIST OF AUTHORIZED PERSONS

The following person(s) are authorized to take any and all actions, give any and all instructions and execute any and all documents, including but not limited to, agreements to open brokerage accounts, related to the purchase and sale of securities on behalf of the Entity named above. If necessary attach the same information for additional Authorized Persons. The Entity will provide any additions or corrections to the list of Authorized Persons.

Print Name <u>Kayla Haack</u>	Position <u>Treasurer</u>	Signature <input type="text"/>
Print Name <u>Scott Gosse</u>	Position <u>Administrator</u>	Signature <input type="text"/>
Print Name _____	Position _____	Signature <input type="text"/>

Include Home addresses for Authorized Signers for any entity that is not exempt from CIP requirements:

_____	_____	_____
Name of Authorized Person	Street Address	City, State and Zip Code



Institutional Brokerage Account Application & Agreement (cont.)

4. INVESTMENT INFORMATION

Investable Assets	<input type="checkbox"/> Up to \$1 million	<input type="checkbox"/> \$5-\$10 million	<input type="checkbox"/> \$25-\$50 million
	<input checked="" type="checkbox"/> \$1 - \$5 million	<input type="checkbox"/> \$10 - \$25 million	<input type="checkbox"/> Over \$50 million
Anticipated Number of Trades	<input type="checkbox"/> ≤ 10/year	<input checked="" type="checkbox"/> 10-25/year	<input type="checkbox"/> ≥ 25/year
Investment Policy (provide copy)	<input type="checkbox"/> State Statute	<input checked="" type="checkbox"/> More Restrictive than State Statute	

5. ELECTRONIC DELIVERY

Check this box if you would like to enroll in electronic delivery and agree to be bound by the terms and conditions of electronic delivery:

As a client that has selected electronic delivery you will receive notifications that documents are available for review rather than physical copies. These notifications will be sent to the email address that you provide below. Any accounts that you open in the future will also be enrolled in electronic delivery.

Email address: khaack@villageofpewaukee.gov

6. AGREEMENT AND SIGNATURES

By signing below, you:

- a. Acknowledge receipt of and agree to the terms of the Terms and Conditions for PMA Financial Network, LLC and PMA Securities, Inc., which by this reference is incorporated herein, and that the Terms and Conditions, together with this Application and Agreement and any other agreements that we enter into with you, will govern each account that you open or request to be opened with PMA Financial Network.
- b. Confirm that none of the funds to be deposited in this PMA Financial Network account are proceeds from an offering of municipal securities, and you acknowledge that if you have any proceeds from an offering of municipal securities for investment through PMA, you will open an account through PMA Securities, Inc., a registered municipal advisor.
- c. Acknowledge that PMA Financial Network is hereby authorized to rely upon the direction of any of the above Authorized Persons with respect to the investment and withdrawal of monies, contracts and agreements on your behalf unless and until PMA has received written notice from you that such person should be removed from the list of Authorized Persons.
- d. Certify that no one except the account holder listed on this Application and Agreement has an interest in the brokerage account.
- e. Certify that all information in this Application included in this Application and Agreement is current, accurate, truthful and complete.
- f. Agree to notify us promptly in writing of any material changes in the information you supply to us on this Application and Agreement. In particular, you agree to notify us in writing if the list of Authorized Persons is amended.

Your accounts at PMA Financial Network are governed by a predispute arbitration clause, starting on page 3, Section 18 of the Terms and Conditions. You acknowledge that you have received a copy of the Terms and Conditions, including the pre-dispute arbitration clause.

	Treasurer	12/06/2023
Signature	Position	Date

Name (Print) Kayla Haack

Mail Completed Application To:

PMA Financial Network, LLC • 2135 CityGate Lane, 7th Floor •
Naperville, IL 60563 Phone : 630-657-6400 • Fax: 630-718-8701

PMA Use Only:	
Approval _____	Date _____
PMA Representative Signature _____	Date _____

Institutional Brokerage Account Application & Agreement

1. CLIENT INFORMATION *(please print or type):*

Entity Name to appear on Records / Reports ("Entity"): Village of Pewaukee

Legal Entity Name as filed with the IRS (if known): _____

Street Address: 235 Hickory St., Pewaukee, WI 53072

City State Zip

Mailing Address (if different): _____

City State Zip

Account Contact: Kayla Haack Title: Treasurer

(Person to whom general correspondence, account statements, confirmations, etc. should be addressed)

Telephone: 262-691-5660 Ext: 224 Fax: _____

E-Mail Address: khaack@villageofpewaukee.gov

Federal Employer Identification Number: 39-6006343 (complete enclosed IRS Form W-9)

2. TYPE OF ENTITY/FORM OF ORGANIZATION

A. Indicate type of entity:

- | | |
|---|---|
| <input checked="" type="checkbox"/> U.S. Municipal, County, State or Federal Government Entity* | <input type="checkbox"/> Registered Investment Company* |
| <input type="checkbox"/> U.S. Banking Institution/Other Regulated Financial Institution* | <input type="checkbox"/> Investment adviser registered with U.S. Securities and Exchange Commission or state securities authority |
| <input type="checkbox"/> Insurance or reinsurance company | <input type="checkbox"/> Non-Profit Entities |
| <input type="checkbox"/> Non-registered investment fund
<i>* Exempted from Customer Identification Program (CIP) requirements.</i> | <input type="checkbox"/> Other Institutional: _____ |

B. Indicate Form of Organization:

(In addition to the information requested below, please provide a signed resolution dated within 12 months of the signature date of this Application and Agreement identifying authorized signers.)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Governmental Entity | <input type="checkbox"/> Corporation
<i>Please provide a copy of the corporation's articles of incorporation.</i> |
| <input type="checkbox"/> Limited liability company
<i>Please provide a copy of the operating agreement.</i> | <input type="checkbox"/> Partnership
<i>Please provide a copy of the partnership agreements.</i> |
| <input type="checkbox"/> Trust
<i>Please provide a copy of the Trust Agreement.</i> | <input type="checkbox"/> Other: _____ |

3. LIST OF AUTHORIZED PERSONS

The following person(s) are authorized to take any and all actions, give any and all instructions and execute any and all documents, including but not limited to, agreements to open brokerage accounts, related to the purchase and sale of securities on behalf of the Entity named above. If necessary attach the same information for additional Authorized Persons. The Entity will provide any additions or corrections to the list of Authorized Persons.

Print Name <u>Kayla Haack</u>	Position <u>Treasurer</u>	Signature <input type="text"/>
Print Name <u>Scott Gosse</u>	Position <u>Administrator</u>	Signature <input type="text"/>
Print Name _____	Position _____	Signature <input type="text"/>

Include Home addresses for Authorized Signers for any entity that is not exempt from CIP requirements:

_____	_____	_____
Name of Authorized Person	Street Address	City, State and Zip Code



Institutional Brokerage Account Application & Agreement (cont.)

4. AFFILIATION WITH BROKER-DEALER OR PUBLIC COMPANY

Is any Authorized Person employed by, or an associated person of, a registered broker-dealer, securities exchange, or the Financial Industry Regulatory Authority, LLC ("FINRA")? Yes No

Is any Authorized Person an officer, director, 10% shareholder or policymaker of a U.S. publicly-traded company? Yes No

If you answered yes to either of the above questions provide the name of the Authorized Person(s) and the name and address of the Authorized Person(s)'s employer:

5. INVESTMENT INFORMATION

Investable Assets	<input type="checkbox"/> Up to \$1 million	<input type="checkbox"/> \$5-\$10 million	<input type="checkbox"/> \$25-\$50 million
	<input checked="" type="checkbox"/> \$1 - \$5 million	<input type="checkbox"/> \$10 - \$25 million	<input type="checkbox"/> Over \$50 million
Anticipated Number of Trades	<input type="checkbox"/> ≤ 10/year	<input checked="" type="checkbox"/> 10-25/year	<input type="checkbox"/> ≥ 25/year
Investment Policy (provide copy)	<input type="checkbox"/>	<input type="checkbox"/> State Statute	<input checked="" type="checkbox"/> More Restrictive than State Statute

6. INSTITUTIONAL ACCOUNT/SOPHISTICATED MUNICIPAL MARKET PROFESSIONAL AFFIRMATION

Will the Entity's account meet the definition of "Institutional Account" under FINRA Rules, which is set forth below? Yes No

The term "Institutional Account" means the account of: (1) a bank, savings and loan association, insurance company or registered investment company; (2) an investment adviser registered either with the United States Securities and Exchange Commission under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions); or (3) any other person (whether a natural person, corporation, partnership, trust or otherwise) with total assets of at least \$50 million as of the date of this Application and Agreement (whether such assets are invested for such person's own account or under management for the account of others).

Do you agree that in connection with any transaction effected by PMA you can make the following representations? Yes No

a. You are fully capable of evaluating investment risks independently, both in general and with respect to all transactions and investment strategies involving a security or securities; and will exercise independent judgment in evaluating: (i) recommendations of PMA Securities, LLC ("PMA Securities") or its associated persons; (ii) the quality of execution of your transactions by PMA Securities; and (iii) the transaction price for non-recommended secondary market agency transactions as to which PMA Securities' services have been explicitly limited to providing anonymity, communication and order matching functions and PMA Securities does not exercise discretion over how the transactions are executed.

b. You have timely access to "material information" that is available publicly through "established industry sources," in each case as defined in Rule G-47 of the Municipal Securities Rulemaking Board ("MSRB"); see the explanations below.

"Established industry sources" includes the MSRB's Electronic Municipal Market Access ("EMMA") system, rating agency reports, and other sources of information relating to municipal securities transactions generally used by brokers, dealers, and municipal securities dealers that effect transactions in the type of municipal securities at issue.

Information is considered to be material if there is a substantial likelihood that the information would be considered important or significant by a reasonable investor in making an investment decision.

7. ELECTRONIC DELIVERY

Check this box if you would like to enroll in electronic delivery and agree to be bound by the terms and conditions of electronic delivery:

As a client that has selected electronic delivery you will receive notifications that documents are available for review rather than physical copies. These notifications will be sent to the email address that you provide below. Any accounts that you open in the future will also be enrolled in electronic delivery.

Email address: khaack@villageofpewaukeewi.gov



Institutional Brokerage Account Application & Agreement (cont.)

8. AGREEMENT AND SIGNATURES

By signing below, you:

- a. Acknowledge receipt of and agree to the terms of the Terms and Conditions for PMA Financial Network, LLC and PMA Securities, Inc., which by this reference is incorporated herein, and that the Terms and Conditions, together with this Application and Agreement and any other agreements that we enter into with you, will govern each account that you open or request to be opened with PMA Securities.
- b. If you indicated you are a municipal entity above, you acknowledge receipt of the PMA Securities, LLC Municipal Advisor Disclosure of Conflicts of Interest and Other Information.
- c. Agree that if you request our investment services with respect to proceeds of an offering of municipal securities, you will identify the proceeds as such and designate the proceeds for a municipal advisory account, and that you will not designate any funds or securities other than municipal bond proceeds for a municipal advisory account.
- d. Acknowledge that PMA Securities is hereby authorized to rely upon the direction of any of the above Authorized Persons with respect to the investment and withdrawal of monies, contracts and agreements on your behalf unless and until PMA has received written notice from you that such person should be removed from the list of Authorized Persons.
- e. Certify that no one except the account holder listed on this Application and Agreement has an interest in the brokerage account.
- f. Certify that all information in this Application included in this Application and Agreement is current, accurate, truthful and complete.
- g. Agree to notify us promptly in writing of any material changes in the information you supply to us on this Application and Agreement. In particular, you agree to notify us in writing if: (i) the list of Authorized Persons is amended; (ii) any Authorized Person becomes affiliated with a broker-dealer, a U.S. stock exchange or FINRA, or becomes an officer, director or policymaker of a U.S. publicly-traded company; or (iii) any representation made above under "INSTITUTIONAL ACCOUNT/SOPHISTICATED MUNICIPAL MARKET PROFESSIONAL AFFIRMATION" above ceases to be true.

Your accounts at PMA Securities are governed by a predispute arbitration clause, starting on page 3, Section 18 of the Terms and Conditions. You acknowledge that you have received a copy of the Terms and Conditions, including the pre-dispute arbitration clause.

	Treasurer	12/06/2023
Signature	Position	Date

Name (Print) Kayla Haack

Mail Completed Application To:

PMA Financial Network, LLC • 2135 CityGate Lane, 7th Floor •
Naperville, IL 60563 Phone : 630-657-6400 • Fax: 630-718-8701

PMA Use Only:	
Approval _____	Date _____
PMA Representative Signature _____	Date _____



To: Jeff Knutson, Village President
Village Board

From: Cassie Smith
Village Clerk

Date: December 1, 2023

Re: Agenda Item 8b, Possible Action on Proposed Updates to the Village of Pewaukee
Employee Handbook

BACKGROUND

The Village Board approved the Village of Pewaukee Employee Handbook in December of 2022. Staff is seeking to update some language in the handbook to ensure that it is clear and to maintain accuracy.

ACTION REQUESTED

The updates proposed below:

- **Section 215 – Travel Policy (3)**
 - All employees were issued credit cards for Village purchases. This reflects and updates the current practice regarding credit cards.
- **Section 302 – Dental Insurance**
 - This section has been updated to include the provider change to ETF-Delta Dental which begins January 1, 2024.
- **Section 304-Short Term Disability**
 - Updated the language to refer to the specific plan details regarding the use of PTO/Compensatory time.

ANALYSIS

Staff asks the Village Board to review and approve the updates as presented.



EMPLOYEE HANDBOOK
FOR
THE VILLAGE OF PEWAUKEE

January 1st, 2023

Village of Pewaukee
235 Hickory Street
Pewaukee, Wisconsin 53072

Handbook Adjustments

Creation Date	March 7, 2000
Amended I	June 19, 2001
Amended II	December 20, 2011
Amended III	December 20, 2022
<u>Amended IIII</u>	<u>December 5, 2023</u>

Table of Contents

INTRODUCTION -----	5
SECTION 1 - EMPLOYMENT-----	6
100 Employee Relations Philosophy -----	6
101 Organization Description -----	6
102 Scope -----	6
103 Equal Employment Opportunity -----	7
104 Classification of Employees -----	7
105 Job Descriptions -----	7
106 Internal Hiring -----	7
107 Application Information -----	8
108 Performance Evaluations -----	8
109 Reduction in Force -----	8
110 Outside Employment -----	8
111 Personnel Records -----	8
112 Employment of Relatives -----	9
113 Nonfraternization -----	9
114 Search -----	9
SECTION 2 - PAID TIME-----	11
201 Hours of Work -----	11
202 Base Wage Rates -----	11
203 Payday -----	11
204 Payroll Deduction -----	11
205 Time-Keeping, Overtime, Compensatory Time, Administrative Leave -----	12
206 Holidays -----	13
207 Personal Time Off - PTO -----	14
208 Bereavement Leave -----	15
209 Jury Duty -----	15
210 Military Leave -----	16
211 Workers Compensation -----	16
212 Family Medical Leave -----	16
213 Leave of Absence -----	20
214 Inclement Weather/Emergency Closings -----	20
215 Travel Policy -----	20

216	Driving Policies-----	22
217	Dress Code Policy-----	24
SECTION 3 - BENEFITS-----		<u>2625</u>
301	Health Insurance-----	<u>2625</u>
302	Dental Insurance-----	<u>2625</u>
303	Life Insurance-----	<u>2625</u>
304	Disability Insurance-----	<u>2625</u>
305	Retirement-----	<u>2726</u>
306	Cafeteria Plan-----	<u>2726</u>
307	Deferred Compensation Program-----	<u>2827</u>
308	Licenses-----	<u>2827</u>
309	Flexible Spending Plan-----	<u>2827</u>
310	Employee Assistance Program-----	<u>2827</u>
SECTION 4 - GENERAL POLICIES-----		<u>3028</u>
401	Code of Ethics / Gifts and Gratuities-----	<u>3028</u>
402	Anti-Harassment and Anti-Retaliation Policy-----	<u>3129</u>
403	Violence-Free Workplace-----	<u>3230</u>
404	Drug and Alcohol-Free Workplace-----	<u>3331</u>
405	Solicitation-----	<u>3533</u>
406	Technology Policy-----	<u>3533</u>
407	Social Media-----	<u>3836</u>
408	Purchasing-----	<u>4038</u>
409	Light Duty-----	<u>4139</u>
SECTION 5 - EMPLOYEE CONDUCT-----		<u>4341</u>
501	Introduction-----	<u>4341</u>
502	Tobacco Use-----	<u>4341</u>
503	Safety-----	<u>4341</u>
504	Housekeeping-----	<u>4341</u>
505	Tools and Equipment-----	<u>4442</u>
506	First Aid or Injury-----	<u>4442</u>
507	Attendance and Punctuality-----	<u>4442</u>
508	Personal Communications-----	<u>4543</u>
509	Unacceptable Behavior/Performance-----	<u>4644</u>
510	Political Activities-----	<u>4745</u>

SECTION 6 DISCIPLINARY ACTION – END OF EMPLOYMENT-----	<u>4947</u>
601 Disciplinary Action -----	<u>4947</u>
602 Separation from Service-----	<u>4947</u>
603 Grievance Process -----	<u>4947</u>

INTRODUCTION

Welcome to the Village of Pewaukee. This handbook summarizes the policies and procedures of the Village. This Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained in this Handbook constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied.

The Village reserves the right to modify, revoke, suspend or terminate any or all of the plans, policies, and procedures described in this Handbook at any time, at its sole discretion, and without prior notice. This Handbook supersedes any and all previous handbooks, statements, policies, procedures, rules, or regulations whether verbal or written.

No one other than the Village Board may alter or change any of the policies in this handbook. Any alteration or modification by the Village Board must be in writing. No statement or promise by an elected official, administrator, department head, supervisor, agent, or other representatives may be interpreted as a change in policy, nor will any such statement or promise constitute an agreement with any employee.

To the extent that any policy may conflict with federal, state, local laws, Police Department Rules or Regulations, or Collective Bargaining Agreements, the Village will abide by the applicable federal, state, local law, Police Department rules, or regulations adopted by the Police Commission or Collective Bargaining Agreement.

Village employees are employees at will unless otherwise provided by statute or collective bargaining agreement. This means that either the Village or the employee may terminate the employee's employment at any time for any reason, with or without cause and with or without notice, so long it is not for an illegal purpose.

The Village Administrator is responsible for the administration of the policies described in this handbook. The final interpretation of any of the policies in this handbook is vested solely with the Village. Any employee who has a question regarding its application and interpretation should contact the Administrator. Throughout this document, duties and decisions assigned to the Administrator may be performed by other officials designated by the Administrator.

SECTION 1 - EMPLOYMENT

100 Employee Relations Philosophy

The Village of Pewaukee is a service organization and its employees are one of its most important resources in providing services to the community. The Village operates in a manner to deliver services to Village taxpayers at the highest rate of efficiency and the lowest possible cost while ensuring that the Village's workforce is treated in a fair and equitable manner.

101 Organization Description

The Village is governed by a Village President/Village Board form of government. The Administrator is responsible to and under the general direction and policies of the Village President and Village Board and shall be responsible for the proper administration of all Village activities.

The Administrator shall have administrative powers and responsibilities over all departments, department heads, and employees of the Village except for the following: sworn law enforcement officers, and Pewaukee Public Library. The Police Commission has jurisdiction over the discipline, hiring, and firing of sworn law enforcement in compliance with [Sec. 62.13\(5\), Wis. Stats.](#) The library is a joint library governed by an appointed and autonomous Board of Trustees. The employees of the Joint Library follow the policies adopted by the Library's Board of Trustees.

With the exception of sworn law enforcement officers, Pewaukee Public Library personnel, Village Department Heads, and Village officials and officers, as identified in [Chapter 61](#) of the Wisconsin Statutes and Chapter 2, Article III of the Village Ordinances, the Administrator shall have the authority to recruit and hire Village employees within established positions and salary ranges without pre-authorization by the Village Board.

The Village Board is made up of the Village President, elected at large to a two-year term, and six (6) Trustees elected at large, also to (2) two-year terms.

102 Scope

Except as specified in a valid collective bargaining agreement or an individual employment contract, or as otherwise provided by law, employment with the Village is not governed by any written or oral contract and is considered an "at-will" arrangement. This means that you or the Village can end the employment relationship at any time for any reason.

As used in these policies, "employee" means any person employed on a full-time or part-time basis by the Village, whether such employment is regular or temporary. To the extent the provisions of [sec. 62.13, Wis. Stats.](#) apply to police employees, the provisions of that statute take precedence over conflicting provisions of this handbook.

To the extent that provisions of this handbook are not in conflict with the provisions of any collective bargaining agreement covering Village employees, these policies shall apply to union employees. In any case, where there is a conflict between these policies and a collective bargaining agreement, the terms of the collective bargaining agreement shall supersede the provisions of these policies.

Village departments may execute their own rules and policies governing practices within those departments so long as they are not in conflict with the provisions of these policies. Copies of department rules and policies must be provided to the Village Administrator and Village Clerk.

103 Equal Employment Opportunity

The Village strives to recruit, hire, and maintain a diverse workforce. Equal employment opportunity is good business as well as being the law, and applies to all areas of employment, including recruitment, selection, hiring, training, transfer, promotion, termination, compensation, and benefits.

The Village will not discriminate against any employee or applicant for employment on the basis of age, race, religion, color, sex, national origin, ancestry, disability, arrest or conviction record, sexual orientation, marital status, military participation, pregnancy, or any other characteristic protected by law in any personnel action.

Village employees shall fully support this non-discrimination policy through leadership and personal example. It is every Village employee's duty to help create a job environment that is conducive to effective equal employment opportunities.

104 Classification of Employees

Employees shall be classed as full-time, part-time, or temporary.

- Full-time employees are those who are normally scheduled to work a regular workweek of forty hours.
- Part-time employees are those employees who are normally scheduled to work less than forty hours a week. Part-time employees do not receive benefits, except as otherwise provided in this handbook or as required by law.
- Temporary/seasonal employees are those who work assigned hours for a limited time such as for summer work or employees who work only when called. Except as otherwise provided in this handbook or as required by law, temporary/seasonal employees do not receive benefits.
- A temporary change in the number of hours per week that an employee works will not change the employee's classification.

105 Job Descriptions

Job descriptions will be created and maintained for all regular Village positions.

106 Internal Hiring

Employees applying for internal positions must have a minimum of six months in their current position. This provision may be waived with the approval of the employee's Department Head and the Village Administrator.

To apply for an open position, an employee must complete an employment application and submit it to their Department Head. Upon completion of the interview process, the Administrator will inform all internal candidates regarding the outcome.

107 Application Information

The Village relies on the accuracy and truthfulness of information supplied during the application and hiring process. Any applicant or employee who omits, provides incomplete material data, or misrepresents information may be excluded from consideration or, if already employed, may be subject to disciplinary action, including termination of employment.

108 Performance Evaluations

The Village has adopted an evaluation and merit pay program which may or may not be accompanied by a change in salary or wage rate. Factors addressed in annual performance evaluations may include employees' quality of work, job knowledge, efficiency, judgment, initiative, responsibility, care of equipment, communication, cooperation, work habits, safety awareness and activity, leadership, ability to get along with others, attitude, and attendance, and any other factor managers or the Village deem relevant.

109 Reduction in Force

If the Village decides to permanently or temporarily reduce the workforce, the determination of which positions will be subject to layoffs or furloughs, and the parameters of such, shall be within the Village's discretion. Employees who are separated because of a reduction in force will receive a minimum of ten working days' notice unless emergency circumstances prevent notice.

110 Outside Employment

The Village does not preclude outside employment as long as it does not interfere with Village work. The Village shall be the employee's primary employer and each employee is expected to fully perform the employee's duties with the Village. No outside employment or consulting work shall be carried on during your work hours with us, nor shall our vehicles, equipment, supplies, machines, or other property be used for your secondary work. An employee shall give written notice of all outside employment to the employee's supervisor before the commencement of such employment.

111 Personnel Records

Employees shall notify the Village Clerk of any changes in their name, address, telephone number, dependents, marital status, and/or any other data which may affect benefit status. Notifying the Village of such changes will help avoid problems with payroll and benefit eligibility.

Personnel records are the property of the Village. Access to your personnel records is governed by [Wisconsin Statute § 103.13](#). If you want to review your record under § 103.13, you must contact the Village Clerk. All requests from sources outside the Village for personnel information or employment references concerning applicants, current employees, and former employees shall be forwarded to the Village Administrator.

112 Employment of Relatives

Relatives of an employee will be considered for employment solely on the basis of qualifications and pursuant to the normal hiring processes. Relatives may not be hired if that employment would:

- Create a supervisor/subordinate relationship between the current employee and relative;
- Create the potential for an adverse impact on work performance; or
- Create either an actual conflict of interest or the appearance of a conflict of interest.
- This policy also applies to assigning, transferring, or promoting an employee.
- No employee may use the employee's position to influence the hiring or promotion of a relative. No employee may participate in any decision in any employment matter involving a relative.
- If two employees marry and are in the same chain of command, they will be given the opportunity to select between themselves which of them is to resign or transfer to an open position so that this policy is not violated.

This policy applies to all relatives/family members, including in-law relationships, significant others, domestic partners, siblings, children, parents, and any other relationship the Village deems subject to this policy. The Village reserves the right to determine in all cases if there is a close enough familial relationship that exists to prohibit a supervisory relationship.

113 Nonfraternization

While the Village encourages amicable relationships between members of management and their subordinates, it recognizes that involvement in a romantic relationship may compromise or create a perception that compromises a member of management's ability to perform his/her job.

Any involvement of a romantic nature between a manager, supervisor, or agent of the organization and anyone he/she supervises, either directly or indirectly, is prohibited. Violation of this policy will lead to corrective action up to and including termination of the management individual involved in the relationship.

114 Search

Access to the Village premises is conditioned upon its right to inspect or search the person, vehicle, or personal effects of any employee or visitor. This may include any employee's office, desk, file cabinet, closet, locker, computer files, or similar places. Because even a routine inspection or search might result in the viewing of an employee's personal possessions (e.g., items belonging to the individual, including items purchased with the individual's personal funds, items received as gifts, and items of emotional or sentimental value), personnel are encouraged not to bring any item of personal property into the workplace that they do not want to be revealed to the organization.

Any prohibited materials (or materials that may be deemed to be prohibited) that are found in an employee's possession during an inspection or search will be collected by management and placed in a sealed container or envelope. The employee's name, date, circumstances under which the materials were collected, and by whom they were collected will be recorded and attached to the container or written upon the envelope. If, after further investigation, the collected materials prove not to be prohibited, they will be returned to the employee and the employee will sign a receipt for the contents.

If the prohibited materials prove to be illegal and/or dangerous, they will not be returned to the employee but will be turned over to the appropriate law enforcement agency.

SECTION 2 - PAID TIME

201 Hours of Work

The normal workday for full-time employees is eight hours with an unpaid meal period of 30 minutes, during which employees cannot perform any work and are free to leave the premises. The normal workweek for full-time employees shall be forty hours. An unpaid meal period of 30 minutes is provided to any employee who works at least six hours per day. The normal meal period occurs approximately halfway through the workday; however certain departments may require alternate meal periods subject to Department Head discretion. All employees must record their meal period on their timesheet. Employees cannot perform any work during their meal periods and are encouraged to leave their workstations during the meal period.

General office hours of the Village Hall and Police Department are 8:00 a.m. to 4:30 p.m. Monday through Friday. Department of Public Works employees' normal hours of operation is 7:00 a.m. to 3:30 p.m. Monday through Friday. Starting times may vary within departments and offices as the Department Head of each department will determine the schedule. The workweek starts on Monday morning at 12:00 a.m. and ends the following Sunday at 11:59 p.m.

At different times, employees may have to work outside their normal scheduled hours due to but not limited to elections, public meetings, snowplowing, utility maintenance, general maintenance, meter reading, special events, and for similar types of responsibilities required by the position. These duties outside of normal hours are considered part of the job responsibilities for the respective positions.

202 Base Wage Rates

The Administrator will analyze the duties and responsibilities of all positions and annually recommend to the Village Board a compensation level for each job classification and employees within each classification. For employees covered by a labor agreement, wage schedules are included in the labor agreement document.

203 Payday

The Village's pay date is bi-weekly on Friday. Bi-weekly pay for salaried employees shall be calculated by dividing the annual salary by the number of pay periods in a calendar year. Payment shall be made by direct deposit. Payroll statements will be posted to the online portal by 5 p.m. on the pay date. Under certain circumstances, such as a conflict with a holiday, paychecks will be available the workday before the holiday. Any paycheck errors must be reported to the Village Clerk immediately.

204 Payroll Deduction

Only deductions required or authorized by law and those authorized in writing by the employee will be deducted from an employee's paycheck. All deductions will be itemized on the employee's paycheck stub. Any payroll questions should be directed to the Village Clerk.

Exempt Employees.

Salary Basis - We pay exempt employees on a "salary basis," meaning you receive a pre-determined amount of compensation each pay period.

Deductions from exempt employees' salaries occur only as permitted by law. If any salaried employee believes that an improper deduction has been made, this information must be reported as soon as possible to the Village Clerk. If we made an improper deduction, we will reimburse you at the next pay date and will take steps to ensure the improper deduction is rectified in the payroll system.

205 Time-Keeping, Overtime, Compensatory Time, Administrative Leave

Overtime Pay

Non-Exempt:

Employees who are not exempt from minimum wage and overtime provisions of the Fair Labor Standards Act. A daily timesheet shall be maintained for each hourly employee. This record shall reflect, daily, start and end times of work, and all absences, including personal time off and other types of leave permitted. Employees must record all time worked. No member of management is allowed to knowingly permit an employee to perform work without recording the time worked. A failure to record actual time worked is a violation of the wage and hour laws and Village Policy.

At the discretion of the supervisor, he/she may require non-exempt employees to work overtime when the Village deems it necessary. Overtime hours shall be compensated at one and one-half times the employee's regular rate of pay for hours worked in excess of forty hours in a workweek. Employees who are required to work on a Sunday or Holiday will receive double time for hours worked on those days. All overtime is required to be preapproved by their supervisor. Only hours worked will be used in calculating overtime. Overtime will be calculated separately in each workweek of the pay period.

Exempt:

Employees who are lawfully exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended. A daily attendance record shall be maintained for each salaried employee. This record shall reflect, daily, all absences, including personal time off and other types of leave permitted. Employees must record all times worked. A failure to record actual time worked is a violation of Village Policy.

Compensatory Time – Non-exempt Employees (hourly employees)

Hourly non-exempt employees may receive compensatory time off in lieu of overtime pay for time worked over 40 hours per week. Compensatory time is subject to the following:

- An employee may elect to accumulate compensatory time rather than be paid overtime. Compensatory time shall be earned at the rate of one and one-half hours for every hour of overtime worked. If an employee works on a holiday or Sunday, he/she shall be entitled to compensatory time at double the hours worked.
- An employee who elects to accumulate compensatory time rather than be paid overtime must designate that election on the employee's bi-weekly timesheet. Once the timesheet is submitted, the designation cannot be changed.
- No more than 80 hours of compensatory time may be accumulated in your compensatory time bank per calendar year. Any overtime hours worked beyond the 80-hour maximum compensatory time accumulation will be paid as overtime pay. Further, you may not use more than 80 hours of compensatory time in a calendar year. The balance in an employee's compensatory bank will be paid out on the second payroll in

December. Compensatory time scheduled to be used as time-off after the last payroll period in December is allowable; the compensatory bank will net the future scheduled time off. Any overtime earned after the second payroll period in December and before January 1st will be paid out as overtime only. Compensatory time will not roll over to the following year.

- Use of compensatory time must be scheduled with the prior approval of the employee's Department Head or designee. Compensatory time may be granted by the Department Head as requested by the employee, provided the final determination of the number of employees who may use compensatory time at any given time is vested in the Department Head to ensure the use of compensatory time does not unduly disrupt the operations of the department. An employee who is absent without prior approval will be considered absent without permission, which may result in discipline, up to and including termination.

Administrative Time - Exempt Employees (salaried employees)

Exempt salaried employees are not eligible for overtime or for compensatory time. Exempt employees include the Village Administrator, Village Clerk, Village Treasurer, Police Chief, Police Deputy Chief, Police Lieutenant, Director of Public Works, and the Public Works Supervisor.

Exempt employees are expected to work a normal full-time 40-hour workweek and any additional hours that are required by their workload or the Village Board. In return, you may occasionally take time off without claiming time from your PTO bank when the workload of your office permits and with prior approval of your supervisor. Administrative time off is not allowed if your absence will impact service delivery, organizational management, or the Village's ability to meet established deadlines or organizational goals. Administrative time off is not accumulated paid out or used to supplement personal time off (PTO). Use of administrative leave on an hour-for-hour basis for time worked in excess of the normal 40-hour workweek shall not be permitted under this policy. Administrative time leave is required to be recorded on your timesheet.

Call-in/Standby Policy

Public Works employees who are on standby or are called in will adhere to the policy as in Appendix 'B'.

206 Holidays

All regular full-time Village employees shall receive their regular pay for the following designated holidays. Permanent part-time employees will receive holiday pay for their normal hours worked on the recognized holiday.

Recognized holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve

Employees must be present to work during the Village's normal workday before and after the normal workday after the holiday unless prior permission has been granted by the Village.

If a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday will be the appropriate holiday. In all cases, the holiday shall be taken in the year in which it is provided. The holiday schedule will be established and posted each year in January by the Village Clerk's office.

Hourly employees who are required to work on a holiday shall receive double time for hours worked in addition to their holiday pay. Salaried employees who are required to work on a holiday can take an equivalent amount of time off as administrative time within two weeks of the incident with the approval of their supervisor.

Employees on a leave of absence (whether paid or unpaid) or on layoff are not eligible for holiday pay. Absence attributable to scheduled personal time off (PTO), paid jury duty or funeral leave shall not affect an employee's eligibility for holiday pay. In cases of suspected misuse of other forms of paid time off to extend a holiday, the Village reserves the right to deny holiday pay.

207 Personal Time Off - PTO

Personal time off (PTO) is provided so that employees may enjoy periods of rest and relaxation as well as take time off for doctor appointments and when sick without the loss of earnings. PTO should be scheduled to ensure that each Department has appropriate staff coverage with a minimum of 14 days advanced notice when feasible. Only one **Department Head** may be out on PTO at a time. Should an unusual circumstance arise where more than one **Department Head** needs to be out at the same time, it must be approved in advance by the Village Administrator.

The Village grants regular full-time employees personal time off with pay at their regular, straight-time rate. Part-time employees are not eligible for PTO unless authorized in writing by the Village Administrator.

PTO is accrued on a prorated basis throughout the calendar year as follows:

1. **7.08 hours accrued per each 80-hour payroll check** during the calendar year of hire.
2. **184 hours annually** accrued bi-weekly starting on January 1st of the employee's first full calendar year of employment and continuing through the employee's 4th calendar year of employment.
3. **224 hours annually** accrued bi-weekly starting on January 1st of the employee's 5th calendar year of employment through the employee's 11th calendar year of employment.
4. **264 hours annually** accrued bi-weekly starting on January 1st of the employee's 12th calendar year of employment through the employee's 19th calendar year of employment.
5. **304 hours annually** accrued bi-weekly starting on January 1st of the employee's 20th calendar year of employment.

Employees on an unpaid leave of absence will not accrue PTO, unless the unpaid leave qualifies as leave under the FMLA.

The full amount of an employee's estimated PTO for any given calendar year is available for the employee's use as of January 1st of that calendar year. However, any PTO used but not yet accrued shall be considered an advancement of PTO to the employee.

PTO hours may not be carried over from one calendar year to the next, except for a maximum of 40 hours, which are for use only in the next calendar year. PTO carried over from the prior year and not used prior to December 31 will be deleted from the employee's PTO bank and will not be paid out under any circumstances, even in the event of an employee's voluntary resignation from employment.

Upon an employee's voluntary resignation from employment, the employee will be paid on a prorated basis for accrued but unused PTO as of their effective date of resignation, but excluding carried-over PTO, provided that the employee provides the Village a minimum two-week written notice of resignation and remains an employee until their initial resignation date. An employee involuntarily terminated by the Village for any reason will not be entitled to a payout of any accrued PTO upon termination.

In the event, an employee's employment is terminated, either by voluntary resignation or involuntarily for any reason, and the employee has used more PTO than the employee has accrued as of the date of termination, the employee shall be required to repay the Village for the PTO used, but not accrued.

For example, if an employee who has 184 hours of PTO available for use on January 1st of the current year uses 100 PTO hours prior to their resignation or termination date on June 30th, they would be required to pay the Village back for the 8 hours of PTO that was used, but never accrued (i.e., Accrual rate of 15.33 hours per month for 6 months equals 92 hours. 100 hours used minus 92 hours accrued equals 8 hours).

The number of employees on PTO at any given time shall be determined by the Department Head. Each Department Head shall schedule and approve PTO usage, giving due consideration to the length of service, Village needs, and the staff required to perform ongoing Village activities.

208 Bereavement Leave

Employees may take up to three (3) consecutive workdays with pay for bereavement leave following the death of a parent, step-parent, spouse, brother, sister, children/step-children, father-in-law, or mother-in-law.

Employees may take one (1) day of paid bereavement leave for the death of an aunt, uncle, niece, nephew, sister-in-law, brother-in-law, grandparent, grandchild and spouse's grandparents, or any other relative in the employee's household or spousal equivalents.

In addition, time off without pay may be allowed by the Village Administrator upon request.

209 Jury Duty

Regular full-time and part-time employees who are directed by a court of law, or compelled by subpoena, to perform jury duty or to appear as a witness in a legal proceeding on a scheduled workday shall be granted a leave of absence without loss of pay during the employee's regular work hours. For purposes of this policy, an employee will be deemed to be required to serve as a witness only in cases in which the employee is not a party, and is compelled to attend by subpoena. Leave will not be paid for days when part-time employees are not scheduled to work.

Jury or witness duty leave shall be granted by the Department Head or Administrator upon presentation of satisfactory evidence of a requirement to perform as a jury member or proof of such subpoena

service and proof of jury service. Employees who are released from jury duty or subpoenaed appearance before the end of their workday are required to contact their Supervisor/Department Head regarding return to work.

Any payment for jury or witness duty, except for mileage payments, shall be reimbursed by the employee to the Village at the time of such payment. The status of the employee for the purpose of determining the length of service, status, responsibility, and salary shall be unaffected by such jury duty or witness leave.

210 Military Leave

The Village will abide by all the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and will grant military leave to all eligible full-time and part-time employees according to all applicable state and/or federal laws. As with any leave of absence, employees must provide advance notice to the supervisor of their intent to take military leave and must provide appropriate documentation unless giving such notice is impossible, unreasonable, or precluded by military necessity.

For the duration of any required Military Leave, upon the employee's presentation of proper evidence to the Village, the Village shall pay the employee the difference between the employee's total military pay, excluding any housing allowance, and the employee's regular pay from the Village provided that the employee's regular pay from the Village is greater than the employee's total military pay, excluding any housing allowance. In the event of required Military Leave for less than two consecutive weeks, any military pay earned on days the employee is not scheduled to work for the Village shall not be counted toward the employee's total military pay for the purposes of calculating differential pay. Differential pay shall be issued by the Village on its regular payroll schedule.

211 Workers Compensation

The Village shall maintain Worker's Compensation insurance coverage of all employees in the manner provided by Wisconsin Statutes covering injuries incurred in the course of their Village employment.

Any employee who sustains an injury while engaged in Village employment shall immediately report the injury to the employee's Department Head or immediate supervisor. A First Report of Injury Form is required to be completed within 24 hours of the incident and to be submitted to the Village Clerk whether or not a claim for Worker's Compensation will be filed.

If the injury requires time off from work the Village will pay the employee's first 3 days (the waiting period) but thereafter, worker's compensation payments will be made as specified by law. Employees may supplement any worker's compensation payments with PTO or compensatory time available if desired.

212 Family Medical Leave

This policy outlines the federal and Wisconsin Family and Medical Leave Acts (FMLA) and applicable rights and obligations. Should this policy conflict with the federal or Wisconsin law, the provisions of the law shall control. The Department of Labor's summary of the federal law follows our FMLA policy.

We administer this FMLA policy on a calendar year basis, except for military caregiver leave.

Definitions of terms such as “serious health condition,” “child,” “parent,” “spouse,” and “domestic partner” are applied as defined in Wisconsin and federal law.

Both Wisconsin and Federal family and medical leave will run concurrently with each other and concurrently with any other leave available to you under our policies or collective bargaining agreements, and under federal or Wisconsin law, including worker’s compensation, to the extent, such leave qualifies for FMLA.

Leave taken under this Policy will not result in any disciplinary action.

Eligibility for Leave.

Wisconsin - You are eligible for Wisconsin family or medical leave if you have worked at least 52 consecutive weeks and have worked at least 1,000 hours (paid leave counts) in the 52-week period before leave begins.

Federal - You are eligible for federal family and medical leave if you have worked for at least 12 months (not necessarily consecutive) and have worked 1,250 hours (only actual hours worked counts) in the 12-month period immediately before leave begins.

Type and Amount of Leave Available.

Wisconsin FMLA

- a) Up to 6 weeks for the birth or adoption of a child, to begin within 16 weeks of the birth or placement.
- b) Up to 2 weeks to care for a child, spouse, domestic partner, or parent (including parents of your spouse or domestic partner) with a serious health condition.
- c) Up to 2 weeks for your own serious health condition.
- d) Wisconsin Bone Marrow and Organ Donation Leave Act: You will receive up to 6 weeks as a bone marrow and/or organ donor upon written verification.

Federal FMLA.

- a) Up to 12 weeks of leave for:
- b) The birth of a child and to care for the newborn within one year of birth;
- c) The placement of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- d) To care for your spouse, child, or parent who has a serious health condition;
- e) A serious health condition that makes you unable to perform the essential functions of your job.

Military Caregiver Leave.

You may take an unpaid leave of up to 26 weeks to care for your parent, spouse, child, or next of kin who is a covered servicemember and who sustains a serious illness or injury while on active military duty. This injury or illness must render the servicemember medically unfit to perform his/her military duties and for which the service member is undergoing medical treatment, recuperation or

therapy, whether inpatient or outpatient or is assigned to the temporary disability retired list. The maximum 26 weeks of leave to care for a service member includes, and is not in addition to, all other FMLA leave.

Qualifying Exigency. Unpaid leave of up to 12 weeks may be taken by you for any “qualifying exigency” that arises because of your spouse, child, or parent serving on active duty, or being notified of an impending call to active-duty status to support a contingency operation. Federal FMLA regulations define a “qualifying exigency” to include such activities as attending certain military events, arranging for alternative childcare or school activities, addressing certain financial and legal arrangements, attending certain counseling sessions, and time for the military member’s rest and recuperation, and attending post-deployment briefings. You may be required to provide documentation to verify eligibility for leave, including providing a copy of active-duty orders.

Intermittent Leave. You may be allowed to take FMLA leave on an intermittent or reduced schedule basis within the parameters set by law. Only the amount of leave taken will count against leave entitlements. Please contact the Village Administrator to discuss the parameters of intermittent or a reduced schedule leave.

Pay During FMLA Leave. In general, both Wisconsin and federal FMLA leaves are unpaid. The employee may substitute any available accrued paid leave for unpaid Wisconsin FMLA leave. After completion of Wisconsin, FMLA leave, the Village will require that the employee substitute any available accrued paid leave for any remaining unpaid federal FMLA leave.

Notification of Your Need for FMLA Leave.

You must notify us of your need for FMLA leave. You should request leave in writing on forms provided by the Village Clerk. The information you provide must be sufficient to allow us to determine that the leave qualifies for FMLA.

You will need to respond to our inquiries as needed so that we may determine if an absence qualifies as FMLA. If you do not provide sufficient information to support a determination, the leave may be denied or delayed.

You need to provide 30 days advance notice of FMLA leave when the need is foreseeable. If that is not possible, or the leave is not foreseeable, you must provide notice as soon as possible. If you cannot give 30 days advance notice for foreseeable leave, without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, your FMLA leave may be denied or delayed.

Medical Certification.

If leave is for your own serious health condition, the serious health condition of a covered family member, or a qualifying exigency, you may be required to provide a medical certification form completed by the health care provider. You must submit the certification form within 15 calendar days of the request. If you make a diligent good faith effort but cannot meet the 15 calendar day deadline, we will give you additional time to provide the certification. We may require you to provide updated medical certification forms periodically to the extent permitted by law.

If you do not provide the medical certification form as requested, your leave (or the continuation of your leave) may be denied or delayed until you provide it. If you never produce a requested certification, the leave is not FMLA covered and will not be protected by FMLA laws.

Genetic Information Nondiscrimination Act (GINA) Notice. GINA prohibits employers and other covered entities from requesting or requiring your genetic information, except as allowed by the law. Please do not provide any genetic information when responding to a request for medical certification. Genetic information includes your family medical history, the results of your or a family member's genetic tests, that you or a family member sought or received genetic services and genetic information of a fetus carried by you or a family member or an embryo held by you for a family member receiving reproductive services.

Insurance and Benefits. You may continue to receive health, dental, and vision insurance coverage while on FMLA on the same terms as if you continued to work. You must continue to pay your share of the premiums through payroll deduction or by direct payment on the first of the month. Subject to COBRA, FMLA, and any other applicable laws, our obligation to maintain health, dental and vision benefits will stop if you inform us of your intent not to return to work at the end of the leave period, if you fail to return to work when your leave entitlement is exhausted, or if you fail to make required payments while on leave. You will continue to earn accrued benefits while the paid leave is substituted for unpaid FMLA time off.

Return to Employment. When you return from FMLA for your own serious health condition, you must provide a return-to-work release signed by your treating physician showing that you can return to duty with or without work restrictions. We will delay your return to work until it is received.

At the end of your FMLA leave, you will be returned to the position you held at the commencement of leave or, if the position is filled, to an equivalent position. The return-to-work entitlement will be no greater than if you had continued in employment without taking leave.

Under Federal FMLA, the return-to-work entitlement does not apply to "key" employees. We will notify you regarding key employee status and its possible implications on job restoration at the time leave is requested.

You must notify your immediate supervisor if your return-to-work date changes. If you want to return to work before leave is scheduled to end, and work is available, you must notify us at least 2 workdays prior to the desired return date.

If you do not return to work from an FMLA leave at the designated time, we will consider you to have voluntarily ended your employment, unless you were unable, because of an emergency, to notify us.

If your FMLA leave expires, and you remain unable to perform the essential functions of your position, your right under the FMLA to your job will end with the expiration of the FMLA leave period. You should contact the Village Administrator to discuss options, which will take into consideration the circumstances of your particular situation and any obligation to reasonably accommodate a disability if one exists as defined by applicable state and federal laws.

See the below U. S. Department of Labor Wage and Hour Division link for additional information:

US Department of Labor FMLA - <https://www.dol.gov/general/topic/benefits-leave/fmla>

213 Leave of Absence

A leave that does not involve paid time off or Family Medical Leave is categorized as an unpaid leave of absence. Employees may request an unpaid leave of absence in writing addressed to the Village Administrator. The request shall outline the requested period and reason for leave. Approvals of requests are at the Village's sole discretion. Failure to report back to work at the expiration of any leave shall be considered a voluntary resignation.

214 Inclement Weather/Emergency Closings

At times, emergencies such as severe weather, fires, power failures, etc., can disrupt Village operations. In extreme cases, these circumstances may require the closing of a Village facility. If non-exempt employees are sent home because of weather conditions or are called at home and instructed not to report to work, the employee may elect to use PTO or compensatory time to cover said hours; otherwise, the hours missed will be unpaid. If you are not able to report to work due to weather conditions, you may use PTO or compensatory time for hours not worked, otherwise, the time off will be unpaid. Employees in essential or emergency operations may be asked to work on a day when operations are officially closed.

215 Travel Policy

The purpose of this policy is to establish the rules governing travel expenses and to detail procedural matters concerning travel authorization, documentation, and accounting. This policy is applicable for all travel expenses incurred on behalf of the Village by employees, elected officials, Village Board, and Commission members.

A. Policy

The Village recognizes that business travel is necessary at times to conduct Village business, and to attend out-of-town professional conferences, training sessions, and meetings to enhance an employee's skill base. The following provisions address the types of reimbursement available to employees, as well as procedures for submitting expenses for reimbursement.

1. Transportation

Commercial carrier fares shall be limited to "coach" or "economy" fares. Travel to and from train stations and airports could be by bus, hotel, taxi, rideshare, or private vehicle. Where a private vehicle is used, mileage will be paid from the Village Hall or the employee's residence, whichever is closer. Receipts for transportation costs are required.

Utilization of Village vehicles is encouraged for business travel. Prior approval must be obtained by the appropriate Department Head. Any expenses (i.e., gasoline or repairs) attributed to Village vehicles, as well as expenses for tolls, parking, and parking garage charges, will be reimbursed upon submission of receipts.

Private vehicles may be utilized for business travel when Village vehicles are not available. Prior approval must be obtained by the Village Administrator and copies of insurance cards must be provided to the Village Clerk. No employee may use any automobile for Village business of any nature unless the

automobile is insured in the amount mandated by State law. Mileage will be reimbursed per the current rate of the Internal Revenue Code, plus tolls, parking, and garage charges, upon submittal of receipts and reimbursement request form.

When driving on Village business, the use or possession of alcohol and/or controlled substances before driving or while driving is prohibited. Employees shall not use electronic devices while driving unless utilizing hands-free devices otherwise exempted by state law or local ordinance. This does not prohibit the use of mobile or portable radios such as CB Radios.

2. Lodging

Employees are expected to stay at mid-priced and economy hotels unless a conference discount is available at more expensive facilities. Receipts for lodging are required. Personal telephone calls, internet access, movie rentals, and other similar charges will not be reimbursed.

Village employees are exempt from paying Sales Tax in Wisconsin and should avoid doing so by furnishing retailers with Tax Exempt certificate (available upon request from the Village Clerk's Office).

Lodging reimbursement shall be limited to the minimum number of nights required to conduct the assigned Village business. Employees choosing to arrive early or stay later will not be reimbursed for additional lodging or related expenses.

Lodging expenses shall not be reimbursed for meetings or conferences held within seventy-five (75) miles of the Village unless prior written approval is obtained from the Village Administrator.

3. Meals, Entertainment & Miscellaneous Expenses

Employees will be reimbursed for meals, tips, and other miscellaneous expenses, upon submittal of itemized receipts. Meal expenses will be limited to the Federal IRS and GSA guidance per diem per day/meal, for purchases outside Waukesha County. Reimbursement for alcoholic beverages is not permitted.

The GSA provides guidance on the appropriate amount for each meal on its website (www.gsa.gov/mie). Please visit the GSA website (www.gsa.gov/perdiem) for guidance for daily meal per diems for your conference/meeting location.

Each employee will be responsible for their employee credit card charges which may be used for acceptable travel expenses within the [credit card purchasing policy and handbook](#).

All requests for reimbursement must be submitted within 30 days of the completion of travel. All requests shall be submitted according to Federal IRS and GSA guidance and reimbursement checks will not encompass Sales Tax and/or alcohol charges.

Village employees are exempt from paying Sales Tax in Wisconsin. Village Employees will not be reimbursed taxes. The Employee will present the retailers with Tax Exempt certificate (available upon request in the Village Clerks office)

4. Registration and/or Tuition Fees

Registration and tuition fees for professional and technical meetings and conferences must be pre-approved by the department head and may be reimbursable provided the expense is included in the

respective Department budget, upon submission of receipts, or may be paid directly by the Village with prior approval by the Department Head or Administrator (in the case of Department Heads).

5. Travel with Spouse and/or Family

If a spouse and/or other family member travel on an official trip, reimbursement shall be limited to the single rate for the room occupied and only employee meals will be reimbursed.

6. Code of Conduct

While traveling, employees are representing the Village and are expected to conduct themselves in a professional manner that promotes a positive image to instructors, business persons, and the general public.

B. PROCEDURES FOR AUTHORIZATION

1. Travel Authorization

Employees must receive authorization to travel before any business travel is undertaken. Employees should submit their travel request at least 15 days prior to departure and obtain the Supervisor's written authorization for the trip. The travel request must contain the following information:

- a) Employee's name
- b) Destination
- c) Purpose of the trip
- d) Dates of departure and return
- e) Type of transportation requested
- f) Supervisor's written approval

When possible, travel arrangements should be charged or billed directly to the Village.

2. Expense Report

A reimbursement request shall be filled out upon the completion of the business travel and turned into the Village Clerk's Department within 30 days of travel completion. Itemized receipts and your supervisor's signature must be attached to the report to receive reimbursement. Sales tax paid by the employee will not be reimbursed.

216 Driving Policies

The following policies covering the operation of Village vehicles, and personal vehicles used for Village business, are of a general nature. The Village reserves the right to make specific decisions regarding employee use of Village vehicles, unacceptable driving records, suspension of driving privileges, etc. based on the particular circumstances of any given situation.

Authorized drivers will follow safe driving practices and will comply with all Federal, State or local laws governing the operation of motor vehicles and rules of the road. This includes taking all steps to ensure the driver's total concentration and safe operation of vehicles, such as, but not limited to:

- a) Determining clear directions before departure.
- b) Not smoking or vaping in any Village vehicle.

- c) Not manipulating radios, telephones, personal data assistants or other equipment while the vehicle is moving except for conducting official business.
- d) Not talking or texting on cell phones while the vehicle is moving, unless using a hands-free device and only when conducting official business.
- e) Not reaching for objects when taking your eyes off the road would be required to do so.
- f) No employee may use any alcohol within eight (8) hours following an accident.
- g) No person shall use or possess illegal drugs.
- h) No person shall have any measurable alcohol concentration or any detected presence of alcohol or be under the influence of alcohol, illegal drugs, a chemical substance, or other substance that can impair one's ability to operate a motor vehicle or piece of equipment.

Employees who are required to drive in order to perform their job duties must maintain an acceptable driving record. A record that suggests an employee's driving poses an undue risk to the Village will result in the revocation of authorization to drive on Village business. An employee can apply for reinstatement of his/her driving privileges, the granting or denial of which will depend on all relevant factors including but not limited to, maintenance of a clean driving record for one year, agreement by the employee to attend a remedial driving program, at the cost of the employee, and increase automobile liability insurance levels.

- a. Employees who are required to drive in order to perform their job duties must report all infractions or violations incurred while driving, whether incurred during work time or on personal time, to the Village Administrator within 72 hours of the occurrence. The Village may check driving abstracts of those employees who drive in the course of performing their job functions on a periodic basis. Driving convictions received in the course of Village business may be considered grounds for disciplinary action, including possible termination, depending on the circumstances.
- b. Employees who use their personal vehicles to perform any of their job functions must carry adequate insurance coverage. Proof of insurance coverage must be submitted to the Clerk by all such employees.
- c. If you use a vehicle owned, leased, or rented by the Village, you may not use that vehicle for personal reasons unless you receive advanced approval from the Village Administrator.
- d. When a Village vehicle cannot be operated, is unsafe for use, or has been damaged, a supervisor must be notified immediately.
- e. Drivers must operate vehicles carefully and keep them under control at all times, applying codes of defensive driving. Drivers must observe all applicable traffic ordinances, give proper warning signals and operate vehicles in a safe manner at all times.
- f. The driver of a Village vehicle is responsible for it while in his/her charge and will not permit unauthorized persons to drive it.
- g. Drivers are required to turn on the vehicle headlights at all times while driving for Village business.
- h. Drivers and all passengers are required to use seat/safety belts at all times.
- i. Employees who are involved in an accident while driving on Village business must comply with the following policies:
 - i. Stay at the scene of the accident and turn on the four-way flashers.
 - ii. Immediately contact law enforcement and your Supervisor, Department Head, or Village Administrator.

- iii. When requested, give your name, address, Village affiliation and show your driver's license to the other party and law enforcement personnel.
- iv. Complete all necessary worker's compensation and incident report forms within 24 hours of the incident.
- j. Following the accident involving a commercial motor vehicle the employee involved must be tested for alcohol and drugs when any of the following occurs:
 - i. The employee was performing a safety-sensitive function
 - ii. An accident involving bodily injury or fatality
 - iii. A citation is issued to the employee under state or local law for a moving traffic violation arising from the accident.

217 Dress Code Policy

Village employees are expected to dress and act in a manner consistent with the position they hold and the degree to which they contact the public. Village employees are expected to present a personal appearance that projects a positive image of the Village.

Employees that are not required to wear uniforms should dress in appropriate professional departmental attire. If an employee is unsure what constitutes appropriate attire, the employee should check with his/her supervisor or the Village Administrator.

Friday dress code for the Village Hall (or other specifically approved theme days per the Administrator) permits casual attire including jeans that are clean and without holes and tennis/athletic shoes.

An employee's supervisor is required to discuss the subject of personal appearance with the employee if it does not positively reflect the image of the Village. Employees who are inappropriately dressed in the supervisor's opinion may be sent home and required to return to work in acceptable attire. Under these circumstances, the employee shall not be paid for time away from the worksite. Employees who do not comply with this policy may be subject to discipline, up to and including termination.

Department of Public Works employees who are issued a uniform are required to wear the uniform while working for the Village. If an employee is not issued a uniform the employee may wear a plain shirt and pants.

Safety Workwear allowance

Public Works employees are eligible for a work boot allowance up to but not exceeding \$200.00 per year which cannot be carried over to the next year.

The Village will pay the cost of basic OSHA-compliant prescription safety glasses for Public Works employees up to \$385.00 every two years. A detailed statement must be submitted with proof that the safety glasses are OSHA compliant before reimbursement will take place. Safety glasses must be worn with side shields.

In the event an employee can demonstrate the need for new lenses because of a prescription change prior to the regular (2) two-year reimbursement schedule the Village shall reimburse an employee up to \$200.00 for such new lenses.

Village-owned uniforms, tools, supplies, equipment, and facilities shall not be used for private or unauthorized purposes. The Village facilities, equipment, supplies, tools, and uniforms are purchased with tax dollars and are for the sole use of conducting Village business.

SECTION 3 - BENEFITS

301 Health Insurance

The Village provides group health insurance benefits for eligible Village employees. Employees who meet the individual plan requirements for eligibility may participate in the group health insurance program. Currently, the Village provides insurance through the State of Wisconsin Insurance Plan and applicable rules and regulations of that Plan are followed for covered employees.

The Village has the sole discretion to determine what insurance benefits will be provided and the level of the benefits to be offered. Because of the ever-increasing cost of medical insurance, employees may from year to year be required to contribute an amount toward the cost of monthly premiums as established by the Village Board.

The Village of Pewaukee offers an Opt-Out Incentive for eligible employees who waive the Village's Health Insurance policy. Please refer to Appendix 'A' for details.

302 Dental Insurance

The Village provides group dental insurance benefits for eligible Village employees. Employees who meet the individual plan requirements for eligibility may participate in the group dental insurance program. Currently, the Village provides insurance through the State of Wisconsin Insurance Plan.

Regular (non-seasonal or temporary) employees working an average of 30 hours per week are eligible for Dental Insurance made available by the Village. The Village shall pay a portion of the dental premium as approved by the Village Board with the employee responsible for the premium balance.

Coverage level is dependent upon the average number of normal working hours.

303 Life Insurance

The Village offers all employees eligible for WRS a life insurance benefit. ~~(Beginning April 2023).~~

The life insurance benefit is administered by Employee Trust Funds (ETF) and subject to the applicable plan details and plan documents which may be accessed by the ETF website or by contacting the Clerk.

Employees that are not WRS eligible would not receive life insurance coverage through the Village.

304 Disability Insurance

Short Term Disability

The Village offers employees working 30 hours or more a short-term disability benefit.

The short-term disability benefit is administered Madison National Life Insurance and subject to the applicable plan details and plan documents which may be accessed by contacting the Clerk.

PTO and/or compensatory time may be used during the employees disability as specified in the plan details. seven (7) day waiting period but thereafter, short-term disability payments will be made as specified by the plan details. Employees may supplement short-term disability payments with PTO or compensatory time available, if desired, subject to the plan details.

Long Term Disability

The Village offers employees working 30 hours or more a long-term disability benefit.

The long-term disability benefit is administered Madison National Life Insurance and subject to the applicable plan details and plan documents which may be accessed by contacting the Clerk.

305 Retirement

The Village participates in the Wisconsin Retirement System (WRS). Employee eligibility and Village employer contributions are established by state law.

Employees who retire with twenty (20) or more years of full-time service with the Village may elect to continue to participate in the Village's health insurance program at the coverage level they have at the time of retirement. For those employees who commence employment with the Village on or after January 1, 2018, the Village will continue to pay an amount equal to 25% of the total monthly premium cost charged at the time the employee retired until the end of the 102nd month after retirement or the date the retired employee reaches Medicare eligibility, whichever occurs first. Thereafter, the retired employee shall pay the entire balance of the premium directly.

The amount paid by the Village will not increase, regardless of any increase in total monthly premium costs. However, the amount paid by the Village may decrease if for any reason such amount would constitute more than 25% of the total monthly premium cost of the retired employee's health plan, in which case the amount paid by the Village shall be adjusted to be no more than 25% of the total monthly premium cost of the retired employee's health plan.

Retired employees eligible to participate in the Village's health insurance program may change from family coverage to single coverage, but may not change from single coverage to family coverage. Additionally, if at any time after retirement a retired employee ceases to participate in the Village's health insurance program, the retired employee will not be entitled to future participation in the program.

Payments will be due to the Village Clerk no later than the 15th day of the month preceding coverage. Retiree benefits in the Village health insurance plan shall be consistent with the policy benefits applicable to general employees. The Village has the sole discretion to determine what insurance benefits will be provided and the level of the benefits to be offered.

For those employees who commenced employment with the Village prior to January 1, 2018, and who are otherwise eligible to continue participation in the Village's health insurance program upon retirement as outlined above, the Village will continue to pay an amount equal to 25% of the total monthly premium cost until the end of the 102nd month after retirement or the date the retired employee becomes Medicare eligible, whichever occurs first. Thereafter, the retired employee shall pay the entire balance of the premium directly. For such employees, the Village's 25% premium contribution will fluctuate proportionately with increases or decreases in the total premium and will not be subject to any cap or maximum amount for as long as the employee is eligible to participate in the Village's health insurance program.

306 Cafeteria Plan

The Village maintains a Cafeteria Plan (Section 125) that allows employees to make pre-tax contributions for their health and dental insurance premiums. Questions about the Cafeteria Plan, qualifying expenses, and applicant limits can be answered by the Village Clerk.

307 Deferred Compensation Program

The Village has a deferred compensation program available for its employees. The participation of the program is 100% funded by the employee. The Village administers the program at no cost to the employee. The Village Clerk can provide information on the specific program/plan offered. This program is available to the Village employees.

308 Licenses

The Village will pay the costs for licenses that are required for the job.

The Village will reimburse Public Works employees for their commercial driver's license ~~cost~~cost, but the fee of the regular driver's license is paid by employees.

The Village will reimburse Public Works employees for the cost of their first medical appointment to obtain their federal medical card which is required to hold their commercial driver's license. Any additional appointments would be at the expense of the employee.

309 Flexible Spending Plan

Eligible employees can elect to participate in the Flexible Benefit plan, which allows employees to pay for covered medical and dependent care expenses with pre-tax dollars, thereby reducing the amount employees pay in payroll taxes. The rules governing maximum amounts of payroll deductions and reimbursement procedures are established by the IRS. Annual election forms are required to participate in this plan. Contact the Village Clerk for additional information.

310 Employee Assistance Program

The Village has available an Employee Assistance Program (EAP) for regular employees. This program is for all Full-time employees and any employees who work over 30 hours per week (1,560 hours per year) only. The EAP offers confidential help for a variety of needs and concerns such as depression, stress management, anxiety, marital difficulties, relationship problems, family conflict, alcohol or drug addictions, financial or legal concerns, parenting concerns, gambling problems, eating disorders, eldercare, and childcare.

Employees and dependents may contact the Village Clerk or Village Administrator for the phone number for the EAP to schedule an assessment. Employees and dependents may also contact the Village's EAP Coordinator or the Administrator for information about the EAP or assistance in scheduling.

*All sworn officers, including command staff, shall be entitled to the following employee benefits subject to the same terms and conditions as members of the police bargaining unit: group life insurance, hospitalization, and surgical care insurance, dental insurance, long-term disability, flexible spending plan, and sick leave policies.

SECTION 4 - GENERAL POLICIES

401 Code of Ethics / Gifts and Gratuities

An employee may not use or attempt to use the employee's position to obtain financial gain, anything of value, or any advantage, privilege, or treatment for the employee or member of the employee's immediate family's private benefit or for an organization with which the employee is associated.

No employee or member of the employee's immediate family may, directly or indirectly, solicit or accept from any person or entity, directly or indirectly, anything of value if it could reasonably be expected to influence the employee's job performance or could reasonably be considered as a reward for the employee's action or inaction.

No employee may:

Take any employment action affecting, directly or indirectly, a matter in which the employee, a member of his/her or his immediate family, or an organization with which the employee is associated has a financial or personal interest;

Use the employee's position in a way that produces or assists in the production of a benefit, direct or indirect, for the employee, a member of the employee's immediate family either separately or together, or an organization with which the employee or the employee's immediate family member is associated.

This does not prohibit an employee from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses.

No employee shall grant any privilege, anything of value, special consideration, treatment, or advantage to any person beyond that which is available to every other person except as may be specifically provided for by law.

Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between their personal interests and those of the organization. The Village needs to know that the transactions employees participate in are ethical and within the law, both in letter and in spirit.

The Village recognizes that different organizations have different codes of ethics. However, just because a certain action may be acceptable by others outside of the Village as "standard practice," that does mean the practice is acceptable in our organization.

There is no way to develop a comprehensive, detailed set of rules to cover every business situation. It is the expectation of the Village Board that every Village Board member and Village employee will act ethically in the performance of his/her duties so that the actions of the employee will reflect positively on the Village and the employee as an individual. Each employee should at all times conduct himself/herself in a manner that will not conflict with local, state, or federal law. Whenever employees are in doubt, they should consult their supervisor or the Village Administrator.

402 Anti-Harassment and Anti-Retaliation Policy

PURPOSE

The purpose of this policy 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, discrimination, and retaliation.

POLICY

The Village is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in an atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, it is the policy of Village to ensure a workplace free of discrimination or harassment based upon age, race, religion, color, sex, national origin, ancestry, disability, arrest or conviction record, sexual orientation, marital status, military participation, or any other characteristic protected by law ("protected status"). Harassment or discrimination based on another's protected status will not be tolerated.

This policy applies to all employees regardless of position in the organization, as well as elected officials, vendors, citizens, and any other third party. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, or business-related social events.

Discrimination:

We are an equal opportunity employer. All employment decisions will be made without regard to a person's protected class status. Protected class discrimination is in direct violation of this policy and will not be tolerated.

Harassment:

For purposes of this policy, harassment is defined as any verbal or physical conduct that is designed to threaten, intimidate, coerce or denigrate an individual because of his/her protected status.

Harassment can take many forms and may include, but is not limited to:

- a) epithets, slurs, or negative stereotyping;
- b) threatening, intimidating or hostile acts;
- c) denigrating jokes;
- d) verbal abuse;
- e) written or graphic material that denigrates or shows hostility or aversion toward a protected class;
- f) nonverbal conduct, such as staring or making denigrating gestures;
- g) physical conduct, such as stalking, assault, unwanted touching;
- h) any other type of verbal, physical, written, or visual conduct.

Sexual Harassment:

Sexual harassment is a form of harassment and is illegal under state and federal law. This policy protects both male and female employees from sexual harassment. Our policy prohibits all conduct, whether physical, verbal, written or visual that is based on sex, including but not limited to:

Unwelcome sexual flirtations, compliments, advances, requests, or propositions.

Any statements of a sexual nature or referencing one's sexuality, gender, or sexual experience, sexual gestures, innuendos, gestures, suggestions, "kidding", "teasing" or jokes.

Unwelcome touching, patting, pinching, brushing against another's body or attention to an individual's body and physical assault.

The display of sexually related or suggestive pictures or objects including emails or other computer images.

Reporting Harassment, Discrimination, or Retaliation: The Village encourages reporting all perceived incidents of discrimination or harassment, regardless of the offender's identity. The Village will investigate all such reports. Individuals who believe they have been a victim of or have witnessed such conduct should relay their concern(s) to their immediate supervisor. Should the individual not feel comfortable discussing the situation with their immediate supervisor, they should talk with the Village President, Village Administrator, or any other supervisor within the organization.

The Village also prohibits retaliation against any individual who reports discrimination or harassment or participates in the investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation is itself a violation of this Policy and will be subject to disciplinary action, up to and including termination. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

An employee who makes a false or malicious complaint of harassment, discrimination, or retaliation may be subject to appropriate disciplinary action, up to and including termination.

Results of an investigation indicating harassment, discrimination, or retaliation will be dealt with appropriately. An employee who violates this policy may be referred for counseling or training or be subject to disciplinary action, up to and including termination.

Confidentiality:

We understand that matters of harassment or discrimination can be sensitive, and when possible, we will keep complaints and related information in confidence. Disclosure will occur only when necessary to investigate and resolve the matter and when required by law.

403 Violence-Free Workplace

The Village strives to maintain a workplace for employees free from any form of violence. The Village is committed to preventing workplace violence and maintaining a safe work environment. Engaging in any workplace violence or threats of violence may result in immediate termination of employment.

It is up to each employee to help make the Village a safe workplace for all employees. The expectation is that each employee will treat all other employees, residents, and potential customers of the Village with dignity and respect. Employees can and should expect management to care about their safety and to provide as safe a working environment as possible by having preventive measures in place and, if necessary, by dealing immediately with threatening or potentially violent situations which occur.

Prohibited conduct includes, but is not limited to:

- a) Injuring another person physically;
- b) Engaging in behavior that creates a reasonable fear of injury to another person;
- c) Engaging in behavior that subjects another individual to extreme emotional distress;
- d) Possessing, brandishing, or using a weapon of any kind during work hours except for storage in a vehicle consistent with Wisconsin law;
- e) Intentionally damaging property;
- f) Threatening to injure an individual or to damage property
- g) Committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and
- h) Retaliating against any employee who, reports a violation of this policy.
- i) All threats of or actual acts of violence either direct or indirect, should be reported as soon as possible to an employee's immediate department head or supervisor. This includes threats by employees as well as threats by domestic partners, citizens, vendors, solicitors, or any other member of the public. When reporting a threat or actual acts of violence, the employee should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to the department head. An employee should not place him or herself in real or perceived danger. If an employee sees or hears a commotion or disturbance near their workstation, the employee shall not attempt to intercede. The department head or supervisor should be contacted, and, if appropriate, 911 called.

The department head or designee will promptly investigate all reports of threats or actual acts of violence and suspicious individuals or activities. The identity of the individual making the report will be kept confidential to the extent possible. In order to maintain workplace safety and maintain the integrity of the investigation, the Village may suspend employees, either with or without pay, pending the outcome of the investigation.

Employees found to be responsible for threats of, or actual acts of violence or other conduct that is in violation of this policy will be subject to immediate disciplinary action, up to, and including termination of employment. If a person other than a Village employee is found to be responsible for threats or actual acts of violence or other conduct that is in violation of this policy, the Village will prohibit such person from entering onto Village property.

404 Drug and Alcohol-Free Workplace

We will maintain a drug-free and alcohol-free workplace. Accidents, injuries, absenteeism, decreased productivity and property damage can result if you are under the influence of drugs, alcohol, or other substances at work.

Conduct and Discipline. A violation of the following rules may result in disciplinary action or termination:

You are prohibited from using, possessing, manufacturing, selling, distributing, purchasing, or dispensing alcohol or controlled substances/illegal drugs or drug paraphernalia on Village property while performing your job duties or engaged in a Village-sponsored activity, or while on Village business.

You are prohibited from reporting for or remaining on duty or performing assigned job duties while under the influence of alcohol or a controlled substance/illegal drug, or having the prohibited level of alcohol or an illegal drug/controlled substance in your system as indicated by a positive test result.

You may not bring or consume any prescription drugs that are not prescribed for you, or that impair your ability to do your job. You must notify your supervisor or the Village Administrator before engaging in any work if your prescription medication could affect job performance and/or safety.

Criminal convictions for manufacturing, distributing, dispensing, possessing, or using controlled substances/illegal drugs in the workplace must be reported in writing to the Village Administrator no later than 5 calendar days after such conviction.

If you refuse to submit to a drug and/or alcohol test when directed to do so under circumstances consistent with this policy, you will be immediately placed on suspension pending investigation. You may not engage in any conduct that prevents completion of a test or provide false information when tested or attempt to falsify a test result.

You may not use any alcohol within 8 hours following an on-duty accident.

You must comply with requirements for treatment, aftercare, and return to duty, if applicable.

Employee Assistance Program (EAP).

Employees are encouraged to voluntarily seek professional, confidential assistance for alcohol and drug problems. Contact and other information for the EAP provider are located in the Village Clerk's office. You are also encouraged to utilize any programs offered by our insurance programs.

Testing. We will require drug and/or alcohol testing under the following circumstances:

- Pre-Employment: Drug testing is part of the evaluative procedure for new and returning employees and will be conducted upon a conditional offer of employment.
- Reasonable Suspicion: You will be required to test if there is a reasonable suspicion that you are impaired, under the influence of, or have drugs or alcohol in your system. "Reasonable suspicion" means observations of objective facts sufficient to lead a prudent person to conclude that you may be under the influence or have a prohibited substance in your system.
- Post-Accident/Work-Related Incident: We may require drug and alcohol testing following a work-related incident/accident.
- Random: Drug testing may be required on a random basis for those in any safety-sensitive positions.
- Return-to-Duty: Any employee found to have violated this policy and who is allowed to return to work will be required to test prior to returning to duty, and then randomly thereafter, for a one-year period at the employee's expense.

Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable laws.

405 Solicitation

In the interest of maintaining a proper business environment and preventing interference with Village work and inconvenience to its customers, the Village establishes the following rules related to solicitations and distribution of literature on Village property, except as authorized by the Administrator:

Employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions or solicit for any other cause during work time.

Employees may not distribute literature at any time in working areas.

Non-employees may not solicit or distribute literature in or on any Village buildings at any time for any purpose.

"Work time" includes the working time of both the employee doing the soliciting and/or distributing and the employee to whom the soliciting and/or distributing is directed. "Work time" does not include break periods, meal periods, or any other specified periods during the work day when employees are not, with the permission of their supervisor, engaged in performing their work tasks.

"Working areas" includes all areas of Village premises which it owns or has control in which work time activities are taking place and also includes the public areas of the premises.

406 Technology Policy

Overview.

The Village provides you and other authorized users with access to and the use of a variety of information technology resources. These resources are provided to you in an effort to allow you to be more efficient, productive, and to have access to information that is necessary to carry out your responsibilities on behalf of the Village.

You are expected and required to use these information technology resources in a manner consistent with your position and work responsibilities with the Village. The Village establishes policies and monitors operations to protect you from creating legal liabilities and negative publicity for yourself and the Village, either knowingly or unknowingly. The Village expects you to act responsibly, and always in the best interests of the Village.

Use of the Village's Information Technology Resources contrary to the policies contained herein is prohibited.

Definitions.

User:

Any employee or individual who has been authorized and granted access to and use of any Information Technology Resource by the Village of Pewaukee.

Information Technology Resources:

For the purpose of this policy, the Village of Pewaukee defines Information Technology Resources as any equipment, hardware, software, or network account/access that is assigned and/or available for Users to use in the course of their employment. These resources include but are not limited to the following:

security access cards and/or Fob's, telephones, mobile phones, iPads or tablets, printers, fax machines, software applications, Internet access, social media access, voice mail, email, computer workstations, laptop computers, storage media, digital cameras, radios, plotters, scanners, mobile data computers, and copy machines. This policy also applies to access for national and statewide criminal information networks and databases intended for law enforcement purposes.

Electronic Communications:

For purposes of this policy, "electronic communications" includes, but is not limited to, the sending, receipt, and use of information through the Village of Pewaukee's electronic information network (Intranet), the Internet, email, voice mail, telephones, cell phones, law enforcement-related information networks, and databases, or any other information technology resource.

General Provisions.

The Village's Information Technology Resources are designed for Village business use only. The Village recognizes that you may occasionally utilize Information Technology Resources for personal use. Such utilization must not interfere with the use of equipment for Village purposes or an employee's job responsibilities. Further, such use can only be incidental in nature, meaning that it is to be occasional, casual, minor, or insignificant and does not interfere with job performance or impede business-use operations. Finally, the User must provide all non-incidental consumables for such activity, i.e., colored ink, diskettes, flash drives, CD's etc.

Your voice mail, texts, social media messages, or other electronic communications may be read or heard by someone other than the intended recipient, and may even have to be disclosed to outside parties pursuant to public records laws or as part of discovery in connection with litigation. Accordingly, you must ensure that your messages are appropriate, courteous, professional, and in compliance with all other policies, procedures, and ordinances in this Handbook or otherwise created or issued by the Village.

Systems Management and Privacy.

To protect the integrity of any of the Village's Information Technology Resources, and protect legitimate users from the effects of unauthorized or improper use of these facilities, the Village maintains the authority to take any of several steps. This includes the authority to limit or restrict your use of the resources; the authority to access, inspect, copy, remove or otherwise alter any data, file, system, or technology resource that may undermine the proper use of such resources; and any other steps deemed necessary to manage and protect the Village's technology resources. This authority may be exercised with or without notice to you.

All work products created through the use of the Village's Information Technology Resources are the property of the Village of Pewaukee. All communications created, sent, or retrieved through the Village of Pewaukee information technology systems, including but not limited to, the Internet, are also the property of the Village of Pewaukee.

Users shall have no expectations of privacy with respect to any electronic communication or any use of any Village of Pewaukee Information Technology Resources, even those that are password-protected.

The Village of Pewaukee reserves the right to monitor, access, review, copy, store, or delete any electronic communications, including personal messages, from the system for business purposes and to

disclose them to supervisors or others as it deems appropriate, or as may be required by law. Accordingly, you should not utilize any Information Technology Resource to send, receive, or store any messages or information that you wish to keep private.

The Village of Pewaukee shall not be liable for, assume any legal responsibility for, or bear any costs arising out of electronic communications or other information flowing in or out of the Village's Information Technology Resources. The Village of Pewaukee assumes no responsibility for any consequences resulting from any employee or other User who uses any of its Information Technology Resources for any fraudulent or other illicit purposes, or otherwise contrary to the provisions of this Policy.

Prohibited Activity and Use of Good Judgment.

In addition to the policies set forth above, prohibited activities concerning the Village's Information Technology Resources include but are not limited to the following:

- Users will not transmit confidential information unless it is part of the User's scope of Village-related duties.
- Users will not alter any technology resource without authorization from the Village Administrator. This includes the installation, removal, and/or modification of hardware, software, or network equipment.
- Users will refrain from activity that wastes or overloads computing resources such as streaming audio and video unless prior approval has been obtained from the Administrator.
- Users will not initiate, propagate or perpetuate electronic chain letters.
- Users will not knowingly or carelessly perform an act that will interfere with the normal operation of computers, terminals, peripherals, or networks.
- Users shall not use Village computers or network facilities to gain unauthorized access to any computer systems.
- Users shall not make unauthorized attempts to circumvent data protection schemes or uncover security loopholes. This includes creating and/or running programs that are designed to identify security loopholes and/or decrypt intentionally secure data.
- Users will not violate the terms of applicable software licensing agreements or copyright laws.
- Users will not use Village resources for commercial activity, personal gain, religious or political causes, or any other prohibited activity.
- Users will not use electronic communications or any other technology resource to harass, threaten or intimidate others or to send materials that might be deemed inappropriate, derogatory, prejudicial, or offensive. This includes sending repeated, unwanted or unsolicited electronic communications to another user.
- Users will not transmit or reproduce materials that are slanderous or defamatory in nature, or that otherwise violate existing laws, regulations, policies, or which are considered to generally be inappropriate in a workplace.
- Users will not intentionally display images or text that could be considered obscene, lewd, sexually explicit, or harassing. Exceptions would include any images or text involved in a law enforcement investigation.
- Users will not create, send, store, or forward any messages or information that may reasonably be deemed to be intimidating, hostile, or offensive in nature, and/or which are discriminatory on the basis of race, color, religion, age, sex, national origin, sexual orientation, disability, or any other protected class under Wisconsin or federal law.

- Users will not forge the identity of a user or machine in electronic communication or in any other manner.
- Users will not use someone else's identity and password for access to information technology resources without the approval of the Village Administrator or Department Head.
- No email or other electronic communication may be sent which hides the identity of the sender or represents the sender as someone else. All messages communicated on Village email and other electronic communications systems must contain the sending User's name.
- Users will not allow unauthorized individuals to access or use information technology resources.
- Users will not attempt to monitor or tamper with another user's electronic communications, or read, copy, change, or delete another user's files or software without the written permission of the Village Administrator.

Some of the messages or information sent, received, or stored in the Village's Information Technology Resources may be privileged communications between the Village and its attorneys, or other entities. Upon receipt of any such message, do not forward or share it or its contents with any other person in the Village without the authorization of the sender and the Village Administrator. Never forward such messages or information to anyone outside of the Village.

Intellectual Property and Licensing.

The ease of copying through various electronic communications systems poses a serious risk of intellectual property infringement. Users will not violate copyright laws and their fair provisions through inappropriate reproduction and/or distribution of audio, video, still images, or copyrighted text or software. Software that may be marked as "free," "public domain," and "public use" may be free for personal use, but not Village use. Always obtain approval from the Village Administrator before using any publicly available software package.

Do not copy software licensed to the Village of Pewaukee unless you are authorized under the Village of Pewaukee's license to do so. Only software purchased by or licensed to the Village may be installed on Village computers. The use of this software must be compliant with the manufacturer's license agreement and cannot be copied to multiple computers unless permitted by the license agreement. Shareware, freeware, or User-owned software can only be installed on Village computers with prior authorization of the Village Administrator and where not in conflict with copyright laws.

Disposal of Obsolete Hardware and Software. The Village Administrator is solely responsible for the proper disposal of all Village-owned software and hardware.

Reporting Misuse. Any employee or User who becomes aware of misuse of any of the Village of Pewaukee's Information Technology Resources must report it to the Village Administrator immediately.

407 Social Media

The Village encourages the use of social media to further the goals of the Village and the missions of its departments, where appropriate. Village of Pewaukee departments may utilize social media and networking sites to conduct Village business on behalf of the department, provided that the policies of such use as stated herein are followed.

Parameters of Acceptable Use

All Village of Pewaukee social media sites must be approved by the Village Administrator prior to implementation.

Unless specifically approved otherwise by the Village Administrator, departmental use of social media will be for one-way communication only.

The Village's website and citizen portal shall remain the Village's primary and predominant Internet presence. Social media may be used as channels for disseminating time-sensitive information as quickly as possible, and as marketing/promotional channels that are designed to increase the Village's ability to communicate with the widest possible audience.

Where possible, the content posted on the Village's social media sites should contain links directing users back to the Village's official website/citizen portal for in-depth information, forms, documents, or online services necessary to conduct business with the Village.

Where possible, content posted to the Village's social media sites will be available on the Village's website/citizen portal.

All Village social media sites shall comply with all other applicable Village policies and standards, including but not limited to, the Technology Policy, Ethics Code, Anti-Harassment and Discrimination Policy, Workplace Violence Prohibition, and Confidential Information Policy.

Users and visitors to social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication of Village business. All sites shall clearly indicate that they are maintained by the Village of Pewaukee and shall have the Village of Pewaukee logo and contact information clearly and prominently displayed. All sites shall contain a notification that all comments and written communications are monitored and that the Village reserves the right to remove any content that violates this policy.

Departments will use proper grammar and professional communication, avoiding jargon and abbreviations. While social media sites are casual, you must still professionally represent the Village at all times.

Articles, comments, or other communication on such sites containing any of the following content are strictly prohibited:

- Comments not topically related to the particular social medium material being addressed;
- Political statements or information;
- Profanity;
- Content that promotes, fosters, references, or perpetuates discrimination or harassment on the basis of classes protected by State or Federal anti-discrimination laws, and as set forth in the Village's Harassment policy, including but not limited to, race, creed, color, age, sex, religion, national origin, disability or sexual orientation;
- Sexual content or links to sexual content;
- Conduct, comments or references to illegal activity;
- References or information that could compromise another's safety or security;
- Content that violates the legal ownership interest of any other party.

Village social media sites are subject to the State of Wisconsin open records laws. Any content maintained in a social media format that is related to Village business, including a list of subscribers and posted communications, is a public record. Content related to Village business shall be maintained in an accessible format so that it can be produced in response to a request. Village social media sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure. Wisconsin state law and Village of Pewaukee ordinances regarding records retention shall apply to social media formats and social media content. All requests for public records must be forwarded to the Village Clerk’s office for response.

The Village reserves the right to restrict or remove any content at its discretion except to the extent prohibited by law.

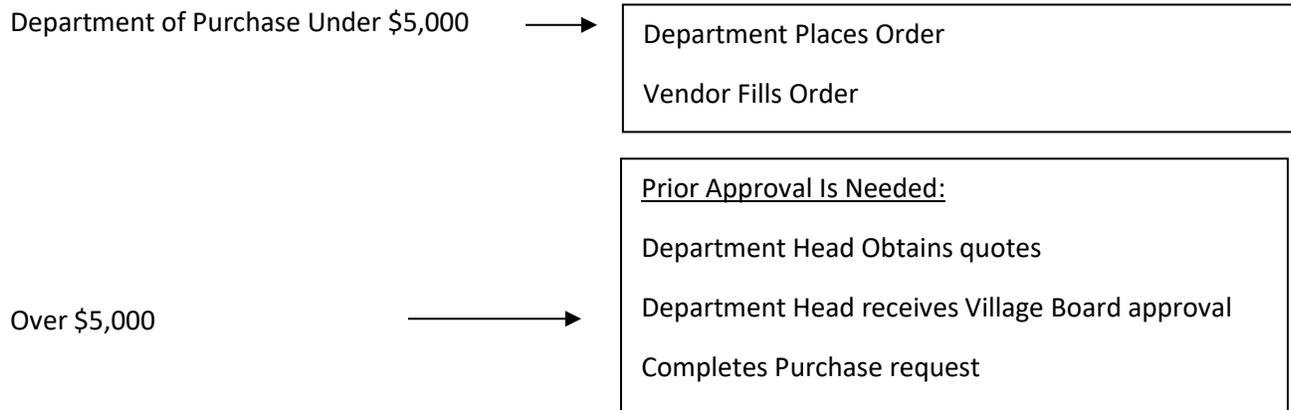
The Village Administrator shall maintain and keep current a list of all social media tools that are available for use and are approved for use. The Administrator shall also ensure that the Village can immediately edit or remove content from Village social media sites.

Personal Use.

Your personal use of social media sites is prohibited during work hours. You should have no expectation of privacy in your use of any social media accessed at work and/or via Village-owned technology resources.

408 Purchasing

The Village has a purchasing policy for use by the Village Employees. Department heads manage Village budgets as approved by the Village Board. Adherence to Village, State, and Federal bidding for equipment and services purchases must be followed in accordance with Village Municipal Ordinance and State Law



Credit and Purchasing Cards

The Village maintains corporate credit accounts and cards to facilitate purchases. The Village Administrator will designate which employees will be authorized to use Village-issued credit cards. No one other than the authorized individual is allowed to use a Village-issued credit card and is to safeguard the Credit Card. Village-issued credit cards may only be used for authorized expenditures.

The use of a Village credit card requires adherence to any and all Village policies and procedures currently in effect, including, but not limited to, authorizations, processing, and budgetary issues, in

particular the provisions of this Handbook that pertain to attendance at conferences, training and seminars and expenditure of Village funds. Any employee not following such policies will be responsible for the cost of the item charged to the extent permitted by law and will have the privilege of using a Village credit card withdrawn.

Any employee using a Village-issued credit card must also use the Village's tax-exempt status to ensure that no unnecessary charges are incurred through the use of a Village-issued credit card. The tax-exempt form (S-211) can be garnered from the Village Clerk's office.

When using a Village issued credit card, employees must submit the receipt for the items charged, or they will not be processed and will become the responsibility of the employee to the extent permitted by law.

Each month, the Department Head must review all of the expenditures made with the credit cards, ensure that the expenditures are in conformance with Village policies and that all receipts are attached to the monthly credit card statement, prior to submitting the statement for payment. In the event the Department Head determines that an unauthorized expenditure has occurred, the Administrator and Village Clerk must immediately be notified.

Any employee abusing the privilege of using a Village of Pewaukee credit card or failing to abide by credit card policies may be subject to disciplinary action, up to and including discharge.

Fleet Fuel Cards

Each employee required to purchase fuel in Village owned vehicles and equipment may be issued fleet charge cards at the vendor location.

The employees that have been issued a fleet card for Village-owned vehicles or equipment must follow the Village policy. No personal purchases will be allowed. Any employee using a Village-issued fleet card must maintain receipts and submit ALL receipts with the monthly statement on a timely basis.

In the event the Department Head determines that an unauthorized expenditure has occurred, the Administrator and Village Clerk must immediately be notified.

The Department Head in each area will be responsible for reporting and managing authorized users for their department and reporting changes to the Village Clerk or Village Treasurer.

409 Light Duty

Transitional Work Policy

Introduction

The purpose of this policy is to provide for the assignment of alternative work duties on a limited-term basis for employees who have a temporary injury, illness, disability, or are pregnant and unable to perform their normal work duties to assist employees in returning to their normal job duties as timely as possible. This policy is only available when the Village has light-duty work available.

Scope

The employee, in collaboration with Department Heads and managers, has the responsibility for overall coordination, administration, and implementation of the Transitional Work Policy. The application of the Transitional Work Policy will be as follows:

The employee must provide a copy of the medical restrictions imposed by the employee's health care provider.

The restrictions will be evaluated to determine if there is work available within those restrictions. The assignment of transitional work is always subject to the availability of work within an employee's restrictions. This policy does not guarantee that a transitional assignment will be available, and the assignment of transitional work will be solely at the Village's discretion.

If temporary transitional work is made available and the employee refuses to accept that work, worker's compensation benefits can be discontinued per state statute.

Work assignments will generally be made within the department the employee normally works, but may be assigned to a different Village department if work is available there, at the Village's discretion. Alternative work assignments may not always be full-time. If the employee refuses to take an offered alternative work assignment, the Village is not obligated to offer a different assignment.

Transitional work assignments are by their nature temporary and such assignments will be limited to a maximum of 90 working days. This period may be extended upon approval of the Village Administrator. Employees whose restrictions are determined to be permanent may not be eligible for a transitional work assignment.

The employee will notify their Department Head as soon as practicable of all changes in medical condition and/or restrictions. The Village may require periodic updates regarding an employee's condition, the prognosis for such condition, restrictions, and/or the duration of such restrictions.

To ensure the ongoing safety of employees and the public, any employee who engages in activities that are inconsistent with medical restrictions and/or treatment protocol may be subject to possible disciplinary action. Supervisors are required to report any violation of this requirement to Village Administrator.

SECTION 5 - EMPLOYEE CONDUCT

501 Introduction

To ensure orderly operations and provide the best work environment, we expect you to conduct yourself at all times in a manner that is respectful and will protect the interests and safety of all employees and the organization. This handbook cannot address every conceivable circumstance that may arise. We consider all of our employees to be professionals, and you are expected to exercise responsible judgment. It is not possible to list all the behavior that is unacceptable. The lists below are illustrative and not intended to be all-inclusive. Below are examples of infractions that may result in disciplinary action or termination.

502 Tobacco Use

Smoking, including electronic cigarettes, and the use of tobacco products, is prohibited in any Village building, Village vehicle/equipment, or inside any roofed or permanent structures in Village parks. Smoking will be permitted only outside of Village buildings in designated areas and in accordance with Wisconsin law.

503 Safety

Job safety is very important to all of us. We require safe work practices of all employees and expect you to conduct yourself carefully and safely at all times. You are expected to observe all safety procedures and rules and use required personal protective equipment (PPE) as outlined in the Safety Handbook. Continual emphasis on safety and loss prevention techniques and the refinement of work procedures have been shown to significantly reduce injuries, property damage, and work interruptions. The Village has designated the Director of Public Works as the Safety Director and all employees are required to follow directions given by him/her in the area of Risk Management or safety issues. The Safety Director, or designee, will also keep and maintain incidence logs and keep adequate records as required by the state or federal government.

As a condition of employment, employees are required to perform every task in a safe manner. Supervisors are charged with the responsibility of maintaining a safe work environment and establishing safety rules and adequate training for all under their jurisdiction. Employees are responsible for following the safety rules, wearing the required protective equipment, promptly reporting all unsafe actions, practices, and conditions that they observe, reporting all accidents and injuries occurring within the course of their employment, and cooperating and assisting in the investigation of accidents to identify causes and corrective measures to prevent their occurrence. Employees found not to be wearing required protective equipment will be required to leave the job site until properly attired and may be subject to discipline, up to and including termination, for failing to comply with safety rules and policies.

504 Housekeeping

Good housekeeping throughout all buildings is essential to safety, efficiency, and satisfactory working conditions. Every reasonable effort is made to provide the facilities necessary to maintain a high standard of neatness and cleanliness. Good housekeeping is the responsibility of every employee.

Employees shall know the housekeeping requirements of any job to which they are assigned and are required to carry them out.

505 Tools and Equipment

Village employees shall take pride in their work and in the supplies and equipment that they use in their work. The Village makes a large investment in the equipment and supplies necessary for employees to do their jobs. The Village must pre-approve the purchase of any equipment or furniture. The Village will replace equipment that becomes worn or defective through normal use. Replaced equipment must be returned to the Village.

The Village shall furnish all necessary gloves, belts, hand tools, and all necessary safety equipment for the protection of employees. Employees shall wear and/or utilize safety equipment that is provided by the Village. The Village will be responsible for the cost of cleaning and maintaining the provided equipment, however, employees are responsible for the care necessary to ensure the longest possible life of the issued equipment.

Village employees shall not use Village tools, equipment, or facilities for personal use. The use of Village equipment and/or facilities for personal use will result in disciplinary action.

Supervisors must be notified immediately if any equipment, machines, tools, or vehicles appear to be missing, damaged, defective, or in need of repair.

506 First Aid or Injury

The Village is required to maintain accurate and complete records concerning work-related injuries and illnesses and expects each employee to cooperate in this duty. Therefore, an employee who becomes ill or sustains an injury while at work, no matter how slight, must report it immediately to a supervisor. An injury report needs to be completed and returned to the Village Clerk within 24 hours of the accident. Failure to report any work-related accident or injury is a violation of Village policy and may result in discipline, up to and including discharge.

Employees who require medical assistance will be sent and/or taken for emergency treatment.

507 Attendance and Punctuality

The Village expects prompt and regular attendance from all employees. This means that all employees must be at their appointed workstations on time and fully ready and able to work at their starting time. Proper attendance and punctuality are important in order to maintain a good performance record and to ensure the delivery of services.

Accurate recording of time worked is the responsibility of every employee. Federal and state laws require the Village to keep an accurate record of time worked in order to calculate employee pay and benefits. All employees shall sign their time records to certify the accuracy of all time recorded. Supervisors shall review and sign the time records before submitting them to payroll for processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record. Exempt employees are required to turn in bi-weekly timesheets to the Village Clerk.

The following work rules govern attendance and a violation may be grounds for disciplinary action:

Reporting Absences/Tardiness. If you will be absent from or late for work you must notify your supervisor prior to the normal start of your workday via telephone call or voicemail (texting your supervisor is not acceptable). You must indicate a reason and an expected return to work. If the return-to-work date changes, you must notify your supervisor of the new date as soon as possible.

Employees are encouraged not to schedule personal appointments during regularly scheduled hours of work. If it is necessary to be absent or to leave for a personal appointment, an employee must notify the supervisor as soon as possible, but no later than the day before such an appointment. The time absent must be recorded and employees will not be paid for the time missed from work unless paid leave is permitted and available for use.

Leaving During Work Hours.

You must get permission from your supervisor prior to leaving during work hours unless there is an emergency.

If your time off was a covered FMLA absence, then return to work provisions under the FMLA policy apply. FMLA absences are approved time off and are not counted against you. This attendance policy will be enforced consistent with the federal and state FMLA laws, and as set forth in our FMLA policy.

Whenever the Village Administrator believes that a work release from your doctor is needed to ensure your ability to safely return to your job, or if your return will include certain restrictions that may require accommodation, you will be asked to provide a doctor's report. In the event that an employee is absent for three consecutive workdays, the Village will require a certification of the absences for medical reasons from their health care provider. The Village may also request a doctor's report or fitness for duty certification in cases of suspected leave abuse or to determine fitness for duty when needed.

Any abuse of leave, including but not limited to claiming inability to work due to illness or injury when in fact no such illness or injury exists, will result in disciplinary action.

Service time and the employment relationship shall be ended if you:

- are absent from work without notification to your supervisor or other members of management, unless you cannot notify us for a valid reason as acceptable by the Administrator;
- fail to report to work within 10 days after having been recalled from layoff; or
- fail to report for work at the termination of an authorized leave of absence.

508 Personal Communications

Employees should take care of personal business outside of work. The Village recognizes that there may be times when this is not possible. To minimize the disruption to the workday and other employees, the Village expects that employees will make prudent use of Village telephones and personal cell phones or other electronic communication devices for personal use. Personal communications should be made during lunch or break periods to minimize disruption of the workday, whenever possible. Misuse or abuse of this personal communication privilege may result in disciplinary action, up to and including termination.

Employees should request that friends and relatives call at work only in emergencies. Personal use of Village telephones for long-distance calls, fax machines, and copiers are not permitted without prior Village approval and may be cause for disciplinary action, up to and including discharge.

509 Unacceptable Behavior/Performance

Violations of work rules include, but are not limited to, the following and may be grounds for disciplinary action up to termination:

- Insubordination, disobedience, failure or refusal to follow the written or oral instructions of supervisory authority or failure to carry out work assignments;
- Sleeping on the job, temporarily ceasing to work, wasting production time, or some other form of neglecting job duties and responsibilities;
- Disclosure of confidential information and records to unauthorized persons, when the employee has been informed or should reasonably know that the matter is confidential;
- Intentionally falsifying records or giving false information relating to any matters relevant to Village affairs to other Village, State, or Federal officers or employees responsible for record-keeping or for enforcement of Village, State, or Federal law;
- Failure to observe all safety rules and practices on the job, including failure to use protective equipment and clothing;
- Failure to observe all safety rules and practices in the operation of Village vehicles and equipment;
- Attempting to keep secret or unavailable information or records which are public records or which rightfully should be furnished to other government employees, including unauthorized destruction of records; and,
- Failure by a Department Head or other supervisory person to take appropriate action to enforce or to address infractions of these work rules by employees under his/her supervision;
- Abuse or misuse of Village property, materials, or equipment including motor vehicles;
- Stealing or unauthorized possession of Village property, equipment, or materials;
- Unauthorized use of Village property or equipment including but not limited to vehicles, telephones, computers, copy machines, or mail service; and,
- Selling, giving away, or otherwise transferring Village property or the use of Village property to any person unless specifically authorized to do so by the Village Board or by a Committee of the Village Board.
- Commission of a Federal or State crime during hours of employment as a Village employee or involving the use of any Village property or facility;
- Threatening, attempting to inflict, or inflicting bodily harm upon fellow employees, representatives of other agencies, or members of the public while working as a Village employee, except when exercising a privilege conferred by law, and then only to the extent that such activity is legally privileged;
- Threatening, intimidating, interfering with, or using abusive language toward fellow employees or members of the public while working as a Village employee, including slurs based upon race, creed, gender, or place of national origin;
- Sexual or other harassment of any other employee;
- Unauthorized possession of weapons on the job site or during working hours;
- Making or disseminating false, defamatory or malicious statements concerning other employees, supervisors or officers of the Village;

- Unauthorized possession or use of alcoholic beverages or controlled substances during work hours, while on Village time or property, or while engaging in Village business;
- Reporting to work under the influence of alcohol or controlled substances or manifesting evidence of abuse of alcohol or controlled substances;
- Reporting to work in a condition reasonably likely to be unsafe to the employee, other employees, members of the public or to physical property due to the influence of medication or due to illness;
- Eating or drinking in unauthorized areas or at times when not authorized by supervisory personnel;
- Selling commercial or private products or services on Village time or on Village premises without written authorization;
- Unauthorized solicitation of funds or donations for any purpose on working time;
- Unauthorized distribution of printed matter on working time;
- Unauthorized possession, lending, borrowing, or duplication of Village keys or credit cards; careless or improper use of Village keys or credit cards; or failure to report promptly the loss of Village keys or credit cards;
- When Village employment requires wearing of a uniform, unauthorized or improper use of the uniform, or failure to wear the uniform properly;
- Soliciting or accepting any unauthorized compensation, reward, kickback, gratuity, or gift of any kind of any value for performing any service related to the employee's job as an employee of the Village;
- Intentionally, carelessly, or negligently damaging or destroying property owned by members of the public while performing duties as an employee;
- Conducting lotteries, playing cards for money, booking bets, or any other form of gambling by employees or outsiders on Village time or premises is not permitted.

510 Political Activities

- A. Employees may participate in political activities, but only to the extent that such activities do not interfere with the employee's job duties or use or create the appearance that the employee is using Village employment for political purposes
- B. Permitted Political Activities. The following types of political activities by Village employees are permitted:
 - a. Membership in a political party.
 - b. Participation in political party or campaign activities during non-working hours.
 - c. Making voluntary contributions for political purposes.
 - d. Management of a political campaign for a candidate during non-working hours.
 - e. Display of political signs or other campaign materials at the employee's home.
 - f. Running for a non-partisan office, if the holding of such office would not be incompatible with the employee's status as a Village employee.
- C. Prohibited Political Activities. The following types of political activity by Village employees are prohibited, and shall constitute violations of work rules and may be grounds for disciplinary action:
 - Using the employee's authority, influence, or status as a Village employee to interfere with or affect a nomination or election.

- Using the employee's authority, influence, or status as a Village employee to intimidate, threaten or coerce any person to vote contrary to his/her free choice.
- Using the employee's authority, influence, or status as a Village employee to directly or indirectly intimidate, threaten, or coerce any person to pay, lend or contribute anything of value, including services to any political party, organization or candidate for political purposes.
- Using the employee's authority, influence, or status as a Village employee to threaten or to confer benefits or effect reprisals to secure desired political action or inaction.
- Engaging in political activities while engaged in Village employment duties, such as wearing political identification or campaign materials while on duty, parking a vehicle with a car-top political advertisement on Village-owned property, passing out campaign materials on Village time, placing political stickers or advertising on Village vehicles, or similar activities in which the employee's political activities are intertwined with the duties of the employee's Village employment.
- Participating in the solicitation of funds to be used in any manner for a political campaign or political purpose while on duty as a Village employee.

SECTION 6 DISCIPLINARY ACTION – END OF EMPLOYMENT

601 Disciplinary Action

We reserve the sole discretion to determine when certain behaviors, conduct, decisions, etc. are inappropriate, even if they are not expressly prohibited or addressed in this handbook. The consequences for any infraction will depend on all relevant circumstances in the particular situation. The purpose of disciplinary action is to eliminate inappropriate conduct, violation of policies, improper behavior, or performance problems. Disciplinary action may include, but is not limited to, oral or written warnings, suspensions without pay, and termination, as deemed necessary under the circumstances. The specific measures taken will depend upon the nature and severity of the conduct and the surrounding circumstances, as determined appropriate by the Village at its discretion.

602 Separation from Service

Resignation/Retirement

Resignations or retirements are voluntary, permanent separations initiated by the employee. It is expected that employees will give as much notice as possible in order to facilitate the recruitment and orientation of new employees. Employees are asked to submit their resignation in writing at least two (2) weeks in advance of their planned departure, Employees who provide the requested notice will be considered to have resigned in good standing.

Pay at Termination. You will be paid all earned wages, pro-rated personal time off and compensatory time when you leave employment. If you leave employment without providing at least 2 weeks' notice of your intent to resign or retire, or you do not remain an active employee during the 14 days after notice of resignation or retirement, unless due to an emergency, or you are terminated for misconduct as determined by the Village, you will forfeit any available Personal time off.

Employees who are involuntarily terminated will not receive payment for any available personal time off upon separation.

Employees who are permanently laid-off will receive payment for any available personal time off upon separation.

603 Grievance Process

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

"Employee discipline" for the purposes of this policy includes written reprimands, suspension, and termination, but shall not include the following items:

- Placing an employee on paid administrative leave pending an internal investigation;
- Counseling, meetings, or other pre-disciplinary action;

- Actions taken to address work performance, including the use of a performance improvement plan or job targets;
- Demotion, transfer, or change in job assignment;
- Non-disciplinary wage, benefit, or salary adjustments; or
- Other personnel actions taken by the employer that is not a form of discipline.

"Employee termination" shall include action taken by the employer to terminate an individual's employment for misconduct or performance reasons, but shall not include the following personnel actions:

- Voluntary quit;
- Layoff or failure to be recalled from layoff at the expiration of the recall period;
- Retirement;
- Job abandonment, "no-call, no-show", or another failure to report to work; or
- Termination of employment due to a medical condition, lack of qualification or license, or another inability to perform job duties.

"Workplace safety" as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

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

Steps of the Grievance Procedure

Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems, or misunderstandings that have arisen before filing a grievance.

Step 1 – Informal Grievance Resolution: Every reasonable effort should be made by supervisors and employees to resolve questions, problems, and complaints together. Thus, you should first discuss any issues concerning the subjects covered by this grievance procedure with your immediate supervisor.

Step 2 – Written Grievance Filed with the Department Head. If the grievance is not settled at Step 1, the employee must prepare and file a written grievance with the Department Head within five (5) business days of when the employee knows or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance. In

the event the grievance involves the Department Head, the employee may initially file the grievance with the Village Administrator, who shall conduct the Step 2 investigation.

Step 3 – Review by Village Administrator. If the grievance is not settled at Step 2, the employee may appeal the grievance to the Village Administrator within five (5) business days of the receipt of the decision of the department head at Step 2. The Village Administrator or his/her designee will review the matter and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance.

Step 4 – Impartial Hearing Officer. If the grievance is not settled at Step 3, the employee may request in writing, within five (5) business days following receipt of the Village Administrator's decision, a request for written review by an impartial hearing officer. The Village shall select an impartial hearing officer. The hearing officer shall not be a Village employee. In all cases, the grievant shall have the burden of proof to support the grievance. The impartial hearing officer will determine whether the Village acted in an arbitrary and capricious manner. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.

Step 5 – Review by the Governing Body. If the grievance is not resolved after Step 4, the employee or the Village Administrator shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the Governing Body. For Library employees, the appeal shall be filed with the Library Board. For all other employees, the appeal shall be filed with the Village Board. The Village Board shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The Village Board will inform the employee of its findings and decision in writing within ten (10) business days of the Village Board meeting. The Village Board shall decide the matter by majority vote and this decision shall be final and binding.

An employee may not file a grievance outside of the time limits set forth above. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. An employee will not be compensated for time spent processing his/her grievance through the various steps of the grievance procedure.

ACKNOWLEDGMENT AND RECEIPT OF EMPLOYEE HANDBOOK

The undersigned hereby acknowledges receipt of a copy of the Village Employee Handbook. The employee is responsible for knowing and complying with these policies. The undersigned acknowledges that nothing contained in this Handbook, including policies, practices, and benefits, are intended to create any contractual right, express or implied, to employment or to any particular term or condition of employment. The undersigned also acknowledges that the Village reserves the right to revise, amend or terminate any policy unilaterally without notice at any time.

Sign, Date and submit to the Village Administrator or Village Clerk.

Date: _____

Employee Name – Printed

Employee Signature

Health Insurance Opt-Out Incentive Policy

Village of Pewaukee

“Appendix A”

This Policy describes the opt-out incentive available to eligible Village employees beginning in 2023.

The Village of Pewaukee currently offers a \$1,500 opt-out benefit to those employees who are eligible to participate in the Village’s health insurance plan but choose to waive that coverage. The opt-out option was established to start in 2016 and must be administered in accordance with the Village of Pewaukee Flexible Benefits Plan. Some employees are completely ineligible for this benefit, while others may only be entitled to a partial benefit.

Eligible Employees. To receive the opt-out benefit, a Village employee must be eligible to participate in the Village’s health plan but waive that coverage because the employee is covered under another employer’s group health plan that provides minimum essential coverage. An eligible employee must also return a written election form prepared by the Village to receive any opt-out benefit.

Employees who are covered under the Village health plan because a spouse also works for the Village and maintains family, spousal or other similar coverage are not eligible to receive the opt-out benefit.

Employees who did not elect health care coverage in calendar year 2015 will not be eligible for the opt-out incentive due to the exclusion adopted in 2015 Act 55 and set forth in Wis. Stat. § 40.513(3)(a).

Full-Time Employees. A Village employee who would otherwise receive a full Village contribution towards health insurance, based upon the employee’s regularly scheduled weekly hours, is entitled to receive a full \$1,500 opt-out payment.

Part-Time Employees. A Village employee who is eligible to participate in the Village’s health insurance plan, but who is not entitled to a full Village contribution toward the cost of that benefit will be entitled to receive a reduced opt-out payment based on the percentages as laid out on Resolution 2009-01. The reduced amount will be determined by multiplying \$1,500 by the percentage of the full Village health insurance contribution (50% or 25% based on the number of regularly scheduled work hours).

Benefit Paid Over Time. The Village will spread out the payment of the opt-out benefit over the full calendar year, with an equal payment allocated to each pay period.

New Hires. Any new employee will be eligible for the opt-out benefit on a pro-rated based on the month in which that employee became eligible for Village health insurance coverage.

Future Eligibility. With the exception of any employee who was eligible for, but opted out of, the Village’s health insurance coverage in 2015, an otherwise eligible employee who waives coverage in a future year will be eligible for any opt-out benefit the Village might offer in such future year.

Initially approved: October 20, 2015 and updated December 20, 2022.

Call-in / Stand-by Policy

Village of Pewaukee – DPW Employees

“Appendix B”

The Village of Pewaukee Department of Public Works recognizes it has a responsibility to provide coverage for public works and utility functions throughout the Village outside of normal work hours. Weekend duty shall be from Fridays at 3:30 pm to Mondays at 7:00 am in the event a need arises. The switching of schedules between employees needs to be communicated with the direct Supervisor. Employees are required to be on a rotating schedule year-round to ensure adequate staffing. An emergency is defined as a serious, unexpected, and potentially hazardous situation requiring immediate action.

An Employee who is required to work due to an unplanned emergency will be entitled to no less than two (2) hours of compensation at one- and one-half times (1-1/2) his/her hourly rate. If the employee is required to report for an unplanned emergency on a holiday or on a Sunday the employee will be compensated at a rate of two times the employee's pay rate (double time).

Stand-by pay is defined as payment for being available to answer a call immediately, and able to be on-site to an emergency within 45 minutes. If an employee is scheduled to be on stand-by and is unresponsive to accept a call, the employee will not be paid for that day.

Call-in pay is defined as responding to an emergency. An employee will only be paid call-in pay when mobilized to the Village for duty. If the employee on stand-by is qualified to perform the work or emergency, no other employee shall be called into work unless additional help is needed.

Stand-by Policy: Public Works employees are required to rotate after-hours/weekend/holiday/standby responsibilities. The employee shall receive stand-by pay at the rate of 2.5 hours of straight-time pay for each working day/night on standby (weekends are defined as 3:30 p.m. Friday through 11:59 p.m. Saturday, and 12:00 a.m. Sunday through 7:00 a.m. Monday). (If a holiday is preceded by a work day, stand-by begins at 3:30 p.m. the day before the holiday. Stand-by continues following a holiday until 7:00 a.m. the next regular work day. Stand-by time will not be considered as hours worked in the calculation of overtime.

Call-in Policy: Hourly employees shall be paid a minimum of two hours (2) of straight-time pay when they are called into work outside of their normal scheduled hours for unscheduled and/or unplanned events. However, call-ins on a Saturday will be paid at time and a half (x1.5), and call-ins on a Sunday or a holiday will be paid at two times (x2) the employee's hourly rate. A pre-scheduled change in hours to accommodate required work outside an employee's normal work schedule will not be paid as call-in pay, such as force main manhole maintenance prior to heavy morning traffic. A call-in for snow removal which was not anticipated and not previously scheduled would be considered work eligible for call-in pay. However, if work outside an employee's normal work schedule is scheduled prior to the need for snow removal, no call-in pay would be given, as the work was anticipated and considered part of the normal functions of the job.



To: Jeff Knutson, Village President
Village Board

From: Cassie Smith
Village Clerk

Date: December 1, 2023

Re: Agenda Item 8C - Discussion and/or Possible Action on Transfer Reserve "Class B" Intoxicating
Liquor License Application(s)

BACKGROUND

On October 31, 2023, the Village published a notice of the availability of a "Class B" Reserve Liquor license. The Village Board also approved [Ordinance 2023-09](#) which created the process for accepting applications and determining whether to approve/deny an application based on compliance with the Village Code of Ordinances, Comprehensive Plan, Development Plans, and Zoning Code.

Attached you will find the applications that were received on time and completed.

- First Watch #6012 located at 1466 Capitol Drive

Action Requested:

To review and discuss the application and the consistency with the Village's Ordinances, Comprehensive Plan, Development Plan, and Zoning Code.

Analysis:

The Class 1 publication was published on October 31, 2023, and applications were due by 4:30 p.m. on November 30, 2023. Applicant(s) have included a narrative description of how the proposed license will promote economic development in the Village. The Village Board has the sole reasonable discretion of issuing the "Class B" Reserve license and is under no obligation to issue such license if it determines none of the applicants have satisfied the requirements in accordance with the [Village's Code of Ordinances](#), [Comprehensive Land Use Plan](#), Development Plans, and [Zoning Code](#).

Attachments

November 8, 2023

VIA FEDERAL EXPRESS

Casandra Smith
Village Clerk
Village of Pewaukee
235 Hickory Street
Village of Pewaukee, WI 53072

Re: "Class B" Reserve License for First Watch #6012 - 1466 Capitol Drive, Pewaukee, Wisconsin 53072

Dear Casandra:

Please let this letter serve as notice of interest to purchase the advertised "Class B" Reserve License by First Watch Restaurants, Inc. Included are the appropriate forms and documentation in order to be considered for the license:

- Licensing Forms
 - AT-106 Original Alcohol Beverage License Application
 - AT -104 Schedule for Appointment of Agent by Corporation
 - AT-103 Supplemental Questionnaire for officers Christopher Tomasso, Henry Hope III, Jay Wolszczak
 - AT-103 Supplemental Questionnaire for appointed agent Bryce Kingbury
- Driver's License for Bryce Kingbury
- Driver's Licenses for officers Christopher Tomasso, Henry Hope III, Jay Wolszczak
- Wisconsin Sellers Permit for First Watch #6012
- Narrative description of how proposed license will promote economic development in the Village of Pewaukee

Should you have any questions or require additional documentation, please contact me directly at (561) 268-5732 or by way of email at heather.holmstrom@gray-robinson.com

Your assistance in this matter is greatly appreciated.

Sincerely,



Heather Holmstrom
Licensing Specialist

HH/hh
Enclosures

Original Alcohol Beverage License Application

FOR CLERKS ONLY
Municipality
License Period

License(s) Requested

- | | |
|---|--|
| <input type="checkbox"/> Class "A" Beer \$ _____ | <input type="checkbox"/> "Class A" Liquor \$ _____ |
| <input type="checkbox"/> Class "B" Beer \$ _____ | <input type="checkbox"/> "Class B" Liquor \$ _____ |
| <input type="checkbox"/> "Class C" Wine \$ _____ | <input type="checkbox"/> "Class A" Liquor (Cider Only) \$ <u>0</u> |
| <input checked="" type="checkbox"/> Reserve "Class B" Liquor \$ _____ | <input type="checkbox"/> "Class B" (Wine Only) Winery \$ _____ |

License Fees	\$
Publication Fee	\$
Background Check	\$
Total Fees	\$

Part A: Premises/Business Information		
1. Legal Business Name (registered entity name or individual's name if sole proprietorship) First Watch Restaurants, Inc.		
2. Trade Name or DBA First Watch #6012		
3. Premises Address 1466 Capitol Drive, Pewaukee, Wisconsin 53072		
4. County Waukesha	5. Municipality Village of Pewaukee	6. Aldermanic District
7. Mailing Address (if different from premises address) 8725 Pendery Place, Suite #201, Bradenton, FL 34201		
8. FEIN 65-0543723	9. Wisconsin Seller's Permit Number 456-1031438928-02	
10. Premises Phone (262) 746-4010	11. Premises Email pewaukee@firstwatch.com	
12. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe 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 in this application. Attach additional sheets if necessary. Single story restaurant with approximately 4,244 square feet comprised of a kitchen, indoor waiting area, indoor dining room with 158 seats, and outdoor dining patio area with 30 seats. Alcohol to be consumed on premise in dining room and outdoor patio dining area. Alcohol to be stored in a lockable cooler in beverage area and dry alcohol stored in lockable cage in dry storage area. Alcohol records/receipts held by First Watch Restaurants, Inc. at 8725 Pendery Place, Suite #201, Bradenton, FL 34201.		

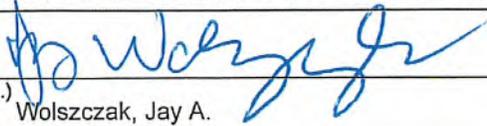
Part B: Questions
1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only		
1. State of Registration Florida		2. Date of Registration 10/20/1994
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Name of Parent Company FWR Holding Corporation	FEIN of Parent Company 36-4716442	
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name Kingsbury	Agent's First Name Bryce	Phone 605-376-5340

Part D: Individual Information
A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
Tomasso	Christopher	President & CEO	941-907-9800
Hope, III	Henry	CFO	941-907-9800
Wolszczak	Jay	Sec. & Chief Legal Officer	941-907-9800
Kingsbury	Bryce	Appointed Agent	605-376-5340

Part E: Attestation		
Who must sign this application? <ul style="list-style-type: none"> • sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC 		
<p>READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.</p>		
Signature 	Date 10/11/2023	
Name (Last, First, M.I.) Wolszczak, Jay A.		
Title Secretary & Chief Legal Officer	Email sbutler@firstwatch.com	Phone 941-907-9800

Part F: For Clerk Use Only		
Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

**First Watch #6012
1466 Capital Drive
Pewaukee, WI 53072**

First Watch is a full-service restaurant focused on breakfast, brunch and lunch, and has been named the top restaurant brand in Yelp's inaugural list of the top 50 most loved brands in the U.S. In 2019, First Watch began a national roll out of a limited brunch cocktail menu and has added alcoholic beverages to its brunch selection at restaurants throughout the country.

Awarding First Watch a "Class B" Reserve Alcohol License will promote economic development by making the Village of Pewaukee more attractive to new and old businesses, especially those focused on restaurant development. The alcohol license will also benefit the Village of Pewaukee by generating more dollars spent inside the Village rather than outside it, as well as generate additional tax revenue for the Village.