



Mineral Point, Wisconsin

CITY OF MINERAL POINT

137 HIGH STREET, SUITE 1
MINERAL POINT, WI 53565
608-987-2361

AGENDA

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, March 10, 2026, 6:00 PM

City Hall Community Room/Virtually

****ALL AGENDA ITEMS LISTED MAY HAVE ACTION TAKEN****

- 1. Call to Order. Roll Call. Confirmation of Compliance with the Open Meetings Law.**
- 2. Pledge of Allegiance.**
- 3. Persons Desiring to be Heard** – Five-minute limit except by consent of Council; no action will be taken on any item that is not specifically listed on the agenda.
- 4. Mayor's Correspondence.**
- 5. Administrator's Report.**
- 6. Clerk-Treasurer's Correspondence.**
- 7. Consent Agenda.**
 - a. Approval of Minutes and Proceedings from the February 10, 2026, meeting.
 - b. Approval of monthly bills. *Finance Committee recommendation to be reported at Council meeting.*
- 8. New Business.**
 - a. Consideration of an Award of Construction Bid for South and Commerce Street Reconstruction. *Finance Committee recommendation to be reported at Council meeting.*
 - b. Consideration of a Grant Administration Contract with Delta 3 for WIDNR Clean Drinking Water and Clean Water Program. *Finance Committee recommendation to be reported at Council meeting.*
 - c. Consideration of Bond Counsel Agreements for WIDNR Clean Drinking Water Loan and Clean Water Program. *Finance Committee recommendation to be reported at Council meeting.*
 - d. Consideration of the the sale of the Streets Dept. pick-up and purchase of a bucket truck. *Streets Committee is in agreement. Finance Committee recommendation to be reported at Council meeting*
 - e. Consideration of Utilities and Park's Dept. Vehicle trade and utilities purchase of service body. *Water and Sewer Utility recommends approval. Finance Committee recommendation to be reported at Council meeting*
 - f. Consideration of awarding Wastewater Treatment Facilities Plan. *Water and Sewer Utility recommends Town and Country Engineering. Finance Committee recommendation to be reported at Council meeting.*
 - g. Consideration of Soldiers Memorial Park Parking Lot and Tennis Court Reconstruction Grant Application. *Park Board Recommends Approval, Property Committee and Personnel Committee recommendations to be reported at the meeting.*
 - h. Resolution 2026-01, Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,260,000 General Obligation Promissory Notes. *Finance Committee recommendation to be reported at Council meeting*

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

City Clerk-Treasurer | Christy Skelding | cityclerk@cityofmineralpointwi.gov



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- i. Resolution 2026-021, Amending the Employee Policies and Procedures. *Personnel Committee recommendation to be reported at Council meeting*

9. Adjourn.

Join: <https://teams.microsoft.com/meet/26719050605188?p=KsA9opPkIYTFzMljnG>

Meeting ID: 267 190 506 051 88, Passcode: AS3qK9dj

Dial in by phone: [+1 872-256-4172](tel:+18722564172), 558581304#

Agenda Posted and Distributed: Thursday, March 5, 2026.

Reasonable accommodations for participation in this meeting by persons with disabilities, as defined by the Americans with Disabilities Act, will be made upon request and if feasible. Please contact the City Clerk's office (608-987-2361) at least 24 hours before the scheduled meeting so that necessary accommodations can be provided.

OFFICE OF THE CITY CLERK-TREASURER

Mayor – Danny Clark

City Administrator | Matthew Honer | administrator@cityofmineralpointwi.gov

City Clerk-Treasurer | Christy Skelding | cityclerk@cityofmineralpointwi.gov

MINUTES

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, February 10, 2026 – 6:00 PM

City Hall Community Room/Virtually

CALL TO ORDER/ROLL CALL

Meeting called to order by Mayor Clark at 6:00 PM.

Christensen	Present		Graber	Present
Weier	Excused		Burrows	Present
McKeon	Present		Allendorf	Present
Ramshur	Present		Goodney	Present (Virtually)
Others Present: Clerk-Treasurer Skelding, Administrator Honer, Library Director Diane Palzkill, Water and Sewer Superintendent Nate Fosbinder, Mary Glindinning, Park Director Robert Murphy, Matthew Payne				

PERSONS DESIRING TO BE HEARD – None.

MAYOR'S CORRESPONDENCE – None.

ADMINISTRATOR'S REPORT – None.

CLERK-TREASURER'S CORRESPONDENCE – None.

CONSENT AGENDA

- Approval of a Certified Survey Map for 182, 184, and 186 Antoine St.
- Approval of a Certified Survey Map for land located within the Extraterritorial Zone at 4141 E. Barreldown Rd.
- Approval of January 13, 2026 Minutes and Proceedings.
- Approval of monthly bills.

The Plan Commission and ETZ Plan Commission recommend approval of the CSM's. The Finance Committee recommends approval of the monthly bills.

Motion (Ramshur/Allendorf) to approve the consent agenda as presented. Motion carried, all voting aye (7-0).

NEW BUSINESS

CONSIDERATION OF HIRING FOR THE WATER AND SEWER OPERATOR POSITION

Administrator Honer sent out resumes of the applicants and a brief summary of the interviews that took place. The recommendation of staff who interviewed was to hire Troy Ludlum.

Motion (Burrows/Allendorf) to approve the hiring of Troy Ludlum as the Water and Sewer Operator. Motion carried by roll call, all voting aye, with Alder McKeon voting no (6-0-1).

CONSIDERATION OF HIRING BENJAMIN GRUBER AS A PART-TIME POLICE OFFICER

Chief Weier recommends hiring Benjamin Gruber pending a background check.

Motion (Ramshur/McKeon) to approve the hiring of Benjamin Gruber as a part-time Police Officer. Motion carried by roll call, all voting aye (7-0).

CONSIDERATION OF A STORM SEWER EASEMENT WITH JOHN P. FORD AND KAREN S. MILLS AT 121 ANTOINE ST

Included within the construction project plans for the Brewery Creek subdivision is a stormwater improvement to Antoine Street. This improvement includes the installation of a catch basin on the north side of the street and sewer that runs underneath the street and down the hill before daylighting near the current intermittent creek.

The owners of 121 Antoine Street are willing to work with the City on this project and allow a storm sewer easement on their property in exchange for tree work, with an estimated cost to the City of \$1,400.

This stormwater management will be incorporated into future Antoine Street reconstruction as well.

Motion (Allendorf/Ramshur) to approve a storm sewer easement with John P. Ford and Karen S. Mills at 121 Antoine Street. Motion carried, all voting aye (7-0).

CONSIDERATION OF AWARDING A CONTRACT FOR THE 2026 MINERAL POINT POOL CHEMICAL CONTROLLER PROJECT

The City has been working towards upgrading the Pool's chemical system for the past two years. The project includes replacing electrical and mechanical components that are beyond their maintainable lifespan, and upgrading the system to be able to accommodate a liquid chlorine feed rather than the current gas chlorine feed.

The total cost of the project, with taking the low bids, accepting both alternates, and including engineering and project management fees, is estimated at \$78,500. The City's initial budget of \$50,000 was well short of the first bid results of \$140,000 plus. The remaining balance of \$28,500 is a TID eligible expense and is recommended to be included in the anticipated borrowing event expected to take place in Spring 2026.

The Park Board and Finance Committee recommend contracting with Pleva for Contracts #1 and #2, and both alternates.

Motion (Burrows/Allendorf) to award the contract, to include Contracts #1 and #2, and both alternates, for the 2026 Mineral Point Pool Chemical Controller Project to Pleva. Motion carried by roll call, all voting aye (7-0).

CONSIDERATION OF A MEMORANDUM OF AGREEMENT BETWEEN THE WISCONSIN STATE HISTORIC PRESERVATION OFFICE AND THE CITY OF MINERAL POINT, WI, TO COMPLETE PHASE 1 OF AN ARCHITECTURAL SURVEY OF THE MINERAL POINT HISTORIC DISTRICT.

The City was awarded a grant from the Wisconsin Historical Society (WHS). This grant covers the cost of updating the Architectural and Historical Survey Report for the Mineral Point Historical District and evaluating all buildings within the City that are not already included in the district. The purpose of this survey is to evaluate which buildings still exist, their condition, and if they should be considered as contributing to the National Historic District. The survey does not change any of the current boundaries for the Local Historic Preservation District, and no new properties will be subject to local design review based on the completion of the survey.

This project was divided into two phases. The first phase has been awarded to the City and an application for the second phase has been submitted.

The city was awarded \$32,500 for phase 1.

Motion (Burrows/McKeon) to approve a Memorandum of Agreement between the Wisconsin State Historic Preservation Office and the City of Mineral Point, WI, to complete Phase 1 of an architectural survey of the Mineral Point Historic District. Motion carried, all voting aye (7-0).

CONSIDERATION OF AWARDING A CONTRACT TO COMPLETE PHASE 1 OF AN ARCHITECTURAL SURVEY OF THE MINERAL POINT HISTORIC DISTRICT.

Wisconsin Historical Society felt that Legacy Architecture had a better grasp on the project based on their RFP response. The Historic Preservation Commission recommends awarding Phase 1 of the project to Legacy Architecture.

Motion (Ramshur/Allendorf) to approve awarding a contract to complete Phase 1 of an architectural survey of the Mineral Point Historic District to Legacy Architecture. Motion carried, all voting aye (7-0).

ADJOURNMENT

Motion (Allendorf/McKeon) to adjourn at 6:20 p.m. Motion carried, all voting aye (7-0).

Matthew Honer, City Administrator

Approved:

DRAFT

PROCEEDINGS

CITY OF MINERAL POINT COMMON COUNCIL MEETING

Tuesday, February 10, 2026 – 6:00 PM

City Hall Community Room/Virtually

CALL TO ORDER/ROLL CALL

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Christensen	Present		Graber	Present
Weier	Excused		Burrows	Present
McKeon	Present		Allendorf	Present
Ramshur	Present		Goodney	Present (Virtually)
Others Present: Clerk-Treasurer Skelding, Administrator Honer, Library Director Diane Palzkill, Water and Sewer Superintendent Nate Fosbinder, Mary Glindinning, Park Director Robert Murphy, Matthew Payne				

PERSONS DESIRING TO BE HEARD – None.

MAYOR'S CORRESPONDENCE – None.

ADMINISTRATOR'S REPORT – None.

CLERK-TREASURER'S CORRESPONDENCE – None.

CONSENT AGENDA

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Motion (Ramshur/Allendorf) to approve the consent agenda as presented. Motion carried, all voting aye (7-0).

NEW BUSINESS

CONSIDERATION OF HIRING FOR THE WATER AND SEWER OPERATOR POSITION

Motion (Burrows/Allendorf) to approve the hiring of Troy Ludlum as the Water and Sewer Operator. Motion carried by roll call, all voting aye, with Alder McKeon voting no (6-0-1).

CONSIDERATION OF HIRING BENJAMIN GRUBER AS A PART-TIME POLICE OFFICER

Motion (Ramshur/McKeon) to approve the hiring of Benjamin Gruber as a part-time Police Officer. Motion carried by roll call, all voting aye (7-0).

CONSIDERATION OF A STORM SEWER EASEMENT WITH JOHN P. FORD AND KAREN S. MILLS AT 121 ANTOINE ST

Motion (Allendorf/Ramshur) to approve a storm sewer easement with John P. Ford and Karen S. Mills at 121 Antoine Street. Motion carried, all voting aye (7-0).

CONSIDERATION OF AWARDING A CONTRACT FOR THE 2026 MINERAL POINT POOL CHEMICAL CONTROLLER PROJECT

Motion (Burrows/Allendorf) to award the contract, to include Contracts #1 and #2, and both alternates, for the 2026 Mineral Point Pool Chemical Controller Project to Pleva. Motion carried by roll call, all voting aye

(7-0).

CONSIDERATION OF A MEMORANDUM OF AGREEMENT BETWEEN THE WISCONSIN STATE HISTORIC PRESERVATION OFFICE AND THE CITY OF MINERAL POINT, WI, TO COMPLETE PHASE 1 OF AN ARCHITECTURAL SURVEY OF THE MINERAL POINT HISTORIC DISTRICT.

Motion (Burrows/McKeon) to approve a Memorandum of Agreement between the Wisconsin State Historic Preservation Office and the City of Mineral Point, WI, to complete Phase 1 of an architectural survey of the Mineral Point Historic District. Motion carried, all voting aye (7-0).

CONSIDERATION OF AWARDING A CONTRACT TO COMPLETE PHASE 1 OF AN ARCHITECTURAL SURVEY OF THE MINERAL POINT HISTORIC DISTRICT.

Motion (Ramshur/Allendorf) to approve awarding a contract to complete Phase 1 of an architectural survey of the Mineral Point Historic District to Legacy Architecture. Motion carried, all voting aye (7-0).

ADJOURNMENT

Motion (Allendorf/McKeon) to adjourn at 6:20 p.m. Motion carried, all voting aye (7-0).

Matthew Honer, City Administrator

Approved:

2026 Year to Date Budget Report
City of Mineral Point
February 2026 General Fund
 % of Year Complete: 16%

	February	Year to Date	2026 Budget	% of Budget
REVENUES				
General Government	34,994	122,552	\$ 1,115,332	11%
Public Safety	5,106	6,506	\$ 115,850	6%
Public Works		-	\$ -	0%
Culture, Recreation, Education	765	875	\$ 54,250	2%
Conservation & Development	12,361	13,048	\$ 90,000	14%
Property Taxes	744,859	1,508,571	\$ 1,903,071	79%
Total	798,085	1,651,552	\$ 3,278,504	50%

	February	Year to Date	2026 Budget	% of Budget
EXPENSES				
General Government Personnel	(13,829)	(35,477)	(177,750)	20%
General Government Operations	(2,178)	(19,134)	(154,888)	12%
Public Safety Personnel	(59,360)	(154,316)	(785,180)	20%
Public Safety Operations	(6,947)	(156,510)	(305,639)	51%
Public Works Personnel	(18,368)	(54,847)	(274,883)	20%
Public Works Operations	(30,257)	(43,622)	(363,272)	12%
Culture, Recreation, Education Personnel	(7,640)	(19,789)	(172,781)	11%
Culture, Recreation, Education Operations	(4,012)	(8,503)	(92,503)	9%
Conservation/Development Operations	(34,142)	(43,793)	(94,650)	46%
Debt Service Principal	(60,000)	(60,000)	(428,613)	14%
Debt Service Interest	(4,328)	(4,328)	(220,272)	2%
Other Financing Uses	(201,581)	(201,581)	(208,072)	97%
Total	(442,643)	(801,899)	(3,278,504)	24%

Council Check Report				
Tuesday, March 10, 2026				
	Regular	Manual	Pay Apps	Total
Pooled Cash - General	33,772.50	42,636.95		76,409.45
Pooled Cash - Library	4,394.94	5,061.82		9,456.76
Pooled Cash - Debt Service	30,480.95			30,480.95
Pooled Cash- Outlay Fund				-
Pooled Cash - Capital Projects	251.98			251.98
Pooled Cash - Water	16,174.39	6,300.92		22,475.31
Pooled Cash - Sewer	28,909.16	10,902.58		39,811.74
Pooled Cash-TID #2	11,896.00	196.71		12,092.71
Pooled Cash- ARPA		1,602.08		1,602.08
Pooled Cash- Revolving Loan Fund				-
Sewer Loan Checking	319.00			319.00
MP Summer Rec				-
DARE Program				-
Total	\$ 126,198.92	\$ 66,701.06	\$ -	\$ 192,899.98

CASH					
Account	Bank	Balance	Interest Rate	Maturity	
General Checking	Farmers Savings	\$ 474,370.07	3.69%		
Loan-MP Sewer Disposal	Farmers Savings	\$ 1,129.32	0.25%		
MP D.A.R.E. Program	Farmers Savings	\$ 3,630.64	-		
MP Summer Rec Program	Farmers Savings	\$ 15,215.69	-		
Savings-Police Petty Cash	Farmers Savings	\$ 10.27	0.25%		
MP Water Dept-Gold Money Market	Farmers Savings	\$ 138,133.79	3.69%		
Sewage Disp Replacement- Gold Money Market	Farmers Savings	\$ 203,020.70	3.69%		
Sewer Utility Bond Reserve-Gold Money Market	Farmers Savings	\$ 255,920.11	3.69%		
General	LGIP	\$ 2,012,013.67	3.69%		
Water Special Redemption	LGIP	\$ 35,507.17	3.69%		
2M Sewer Loan	LGIP	\$ 12,673.23	3.69%		
Capital Improvements	LGIP	\$ 4,142,456.18	3.69%		
ARPA	LGIP	\$ 112,621.89	3.69%		
Library	LGIP	\$ 31,807.78	3.69%		
Revolving Loan Fund-1989 WDF	LGIP	\$ 257,047.87	3.69%		
Fire Truck Outlay	LGIP	\$ 304,548.52	3.69%		
Grand Total		\$ 8,000,106.90			

January LGIP rates decreased from 3.7% to 3.69%.



▶ Platteville, Wisconsin
▶ Dubuque, Iowa

P 608.348.5355
P 563.542.9005

E mail@delta3eng.biz
W www.delta3eng.biz

February 19, 2026

City of Mineral Point Council Members
137 High Street, Suite 1
Mineral Point, WI 53565

RE: Proposed 2026 Infrastructure Improvements – Mineral Point
Construction Bids

Dear City Council Member:

Construction bids were received and opened on Thursday, February 19, 2026, at 10:00 a.m. at the Delta 3 Engineering Office located in Platteville, WI for the Proposed 2026 Infrastructure Improvements – Mineral Point Project. Two (2) bids were received for Contract #1 – Utility and Street Construction. All bids received were competitive. The Bid Tabulation and Itemized Bid Summary are enclosed for your review.

Contract #1 – Utility and Street Construction

Rule Construction, Ltd. from Dodgeville, WI submitted the lowest bid for Contract #1 – Utility and Street Construction = **\$1,955,857.50**. Parisi Construction, LLC from Verona, WI submitted the second lowest bid for Contract #1 = \$2,047,163.30.

Alternate 'A' – Vine Street Sidewalk Replacement

Contract #1 includes an Alternate 'A' bid for the Vine Street Sidewalk Replacement. Rule Construction, Ltd. from Dodgeville, WI also submitted the lowest bid for Alternate 'A' – Vine Street Sidewalk Replacement = **\$15,000.00**. Parisi Construction, LLC from Verona, WI submitted the second lowest bid for Alternate 'A' = \$23,143.75.

The resultant base bid from Rule Construction, Ltd. for Contract #1 with Alternate 'A' is approximately **2.5% below** the estimated construction budget amount for the Project = \$2,022,000.00. Therefore, it is recommended to award Contract #1 – Utility and Street Construction with Alternate 'A' - Vine Street Sidewalk Replacement for the Proposed 2026 Infrastructure Improvements – Mineral Point Project to Rule Construction, Ltd. in the amount of **\$1,970,857.50**.

If you have any questions, please feel free to contact me at (608) 348-5355 x 1006.

Sincerely,

Delta 3 Engineering, Inc.

Mark Digman, P.E.
Project Manager

Enclosures
MLD/cp

EVERY ANGLE COVERED

Proposed 2026 Infrastructure Improvements – Mineral Point

Owner: City of Mineral Point

Iowa County, Wisconsin

Bid Opening: Thursday, February 19, 2026

Time: 10:00 a.m.

Delta 3 Engineering, 875 S. Chestnut St., Platteville, WI 53818

BIDDER	CONTRACT #1 – UTILITY AND STREET CONSTRUCTION	ALTERNATE 'A' – VINE STREET SIDEWALK REPLACEMENT	COMBINED TOTALS FOR CONTRACT #1 AND ALTERNATE 'A'
1. Rule Construction, Ltd. Dodgeville, Wisconsin (Bid Bond) (Cert. Check)	\$1,955,857.50	\$15,000.00	\$1,970,857.50
2. Parisi Construction, LLC Verona, Wisconsin (Bid Bond) (Cert. Check)	\$2,047,163.30	\$23,143.75	\$2,070,307.05
3. (Bid Bond) (Cert. Check)			
4. (Bid Bond) (Cert. Check)			
5. (Bid Bond) (Cert. Check)			
6. (Bid Bond) (Cert. Check)			
7. (Bid Bond) (Cert. Check)			
8. (Bid Bond) (Cert. Check)			
9. (Bid Bond) (Cert. Check)			

Proposed 2026 Infrastructure Improvements - Mineral Point**Owner: Mineral Point****Solicitor: Delta 3 Engineering, Inc.****2/19/2026 10:00**

					<u>Rule Construction, Ltd</u>		<u>Parisi Construction , LLC.</u>	
Item No.	Item Description	Unit	Quantity		Unit Price	Subtotal Price	Unit Price	Subtotal Price
<u>Contract #1 Utility and Street Construction</u>								
1	Mobilization, Bonds, and Insurance as specified and indicated.	L.S.	1		\$ 52,000.00	\$ 52,000.00	\$ 105,000.00	\$ 105,000.00
2	Implementation of Traffic Control as specified and indicated.	L.S.	1		\$ 8,200.00	\$ 8,200.00	\$ 6,800.00	\$ 6,800.00
3	Implementation of Erosion Control as specified and indicated.	L.S.	1		\$ 7,700.00	\$ 7,700.00	\$ 13,300.00	\$ 13,300.00
4	Crack and Damage Survey completed as specified and indicated.	L.S.	1		\$ 15,000.00	\$ 15,000.00	\$ 1,500.00	\$ 1,500.00
5	Provide Temporary Intersection Lighting (2 Each) as specified and indicated.	L.S.	1		\$ 1,000.00	\$ 1,000.00	\$ 5,100.00	\$ 5,100.00
6	Dewatering (425 LF) completed as specified and indicated.	L.S.	1		\$ 1.00	\$ 1.00	\$ 2,500.00	\$ 2,500.00
7	Trench Rock Excavation as specified and indicated.	C.Y.	800		\$ 50.00	\$ 40,000.00	\$ 120.00	\$ 96,000.00
8	8" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	L.F.	514		\$ 185.00	\$ 95,090.00	\$ 145.00	\$ 74,530.00
9	10" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	L.F.	414		\$ 211.00	\$ 87,354.00	\$ 145.00	\$ 60,030.00
10	12" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	L.F.	212		\$ 222.00	\$ 47,064.00	\$ 160.00	\$ 33,920.00
11	15" SDR 35 PVC Sanitary Sewer installed as specified and indicated.	L.F.	26		\$ 283.00	\$ 7,358.00	\$ 190.00	\$ 4,940.00
12	4' Diameter Precast Concrete Sanitary Sewer Manhole installed as specified and indicated.	Each	5		\$ 6,800.00	\$ 34,000.00	\$ 7,000.00	\$ 35,000.00
13	6' Diameter Precast Concrete Sanitary Sewer Manhole installed as specified and indicated.	Each	1		\$ 10,500.00	\$ 10,500.00	\$ 9,900.00	\$ 9,900.00
14	Connection to Existing Sanitary Sewer as specified and indicated.	Each	5		\$ 750.00	\$ 3,750.00	\$ 2,200.00	\$ 11,000.00
15	Replace Existing Sanitary Sewer Lateral as specified and indicated.	Each	9		\$ 3,800.00	\$ 34,200.00	\$ 4,900.00	\$ 44,100.00
16	Reconnect Existing Sanitary Sewer Lateral as specified and indicated.	Each	1		\$ 2,500.00	\$ 2,500.00	\$ 5,100.00	\$ 5,100.00
17	Abandon Existing Sanitary Sewer as specified and indicated.	L.S.	1		\$ 26,000.00	\$ 26,000.00	\$ 10,000.00	\$ 10,000.00
18	Post-Construction Televising of Sanitary Sewer as Specified and indicated.	L.F.	1166		\$ 3.00	\$ 3,498.00	\$ 5.30	\$ 6,179.80
19	6" DR 18 PVC Water Main w/Tracer Wire installed as specified and indicated.	L.F.	27		\$ 175.00	\$ 4,725.00	\$ 130.00	\$ 3,510.00
20	8" DR 18 PVC Water Main w/Tracer Wire installed as specified and indicated.	L.F.	60		\$ 175.00	\$ 10,500.00	\$ 130.00	\$ 7,800.00

Item No.	Item Description	Unit	Quantity	Rule Construction, Ltd		Parisi Construction , LLC.	
				Unit Price	Subtotal Price	Unit Price	Subtotal Price
21	10" DR 18 PVC Water Main w/Tracer Wire installed as specified and indicated.	L.F.	793	\$ 164.00	\$ 130,052.00	\$ 140.00	\$ 111,020.00
22	6" Gate Valve installed as specified and indicated.	Each	1	\$ 2,700.00	\$ 2,700.00	\$ 3,900.00	\$ 3,900.00
23	8" Gate Valve installed as specified and indicated.	Each	1	\$ 3,400.00	\$ 3,400.00	\$ 4,700.00	\$ 4,700.00
24	10" Gate Valve installed as specified and indicated.	Each	4	\$ 4,500.00	\$ 18,000.00	\$ 6,000.00	\$ 24,000.00
25	6" Fire Hydrant with 6" Hydrant Lead and 6" Gate Valve installed as specified and indicated.	Each	2	\$ 9,800.00	\$ 19,600.00	\$ 11,900.00	\$ 23,800.00
26	Remove Existing Fire Hydrant as specified and indicated.	Each	2	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00
27	Connection to Existing Water Main as specified and indicated.	Each	3	\$ 5,500.00	\$ 16,500.00	\$ 2,800.00	\$ 8,400.00
28	Replace Existing Water Service with 1" Water Service as specified and indicated.	Each	5	\$ 3,200.00	\$ 16,000.00	\$ 5,700.00	\$ 28,500.00
29	Replace Existing Water Service with 1.5" Water Service as specified and indicated.	Each	2	\$ 3,800.00	\$ 7,600.00	\$ 6,100.00	\$ 12,200.00
30	Replace Existing Water Service with 2" Water Service as specified and indicated.	Each	2	\$ 4,200.00	\$ 8,400.00	\$ 8,200.00	\$ 16,400.00
31	New 1" Water Service installed as specified and indicated.	Each	1	\$ 3,200.00	\$ 3,200.00	\$ 5,400.00	\$ 5,400.00
32	New 6" DR 18 PVC Water Service with Tracer Wire and 6" Gate Valve installed as specified and indicated.	Each	1	\$ 4,500.00	\$ 4,500.00	\$ 3,400.00	\$ 3,400.00
33	Reconnect Existing 1" Water Service as specified and indicated.	Each	2	\$ 2,500.00	\$ 5,000.00	\$ 2,000.00	\$ 4,000.00
34	Connect Existing Roof Drain Piping to Concrete Curb with Curb Casting and 3" SCH 40 PVC Pipe as specified and indicated.	Each	1	\$ 500.00	\$ 500.00	\$ 570.00	\$ 570.00
35	New 4" SCH 40 PVC Storm Sewer for Connection to Sump Pump installed as specified and indicated.	Each	1	\$ 500.00	\$ 500.00	\$ 720.00	\$ 720.00
36	Connect Existing Drain Tile to Storm Sewer with 4" HDPE Drain Tile as specified and indicated.	Each	3	\$ 1,100.00	\$ 3,300.00	\$ 1,800.00	\$ 5,400.00
37	New 6" SDR 35 PVC Storm Sewer for Connection to existing Roof Drain installed as specified and indicated.	Each	4	\$ 1,700.00	\$ 6,800.00	\$ 780.00	\$ 3,120.00
38	8" SDR 35 PVC Storm Sewer installed as specified and indicated.	L.F.	170	\$ 95.00	\$ 16,150.00	\$ 70.00	\$ 11,900.00
39	10" HDPE Storm Sewer installed as specified and indicated.	L.F.	183	\$ 110.00	\$ 20,130.00	\$ 70.00	\$ 12,810.00
40	15" HDPE Storm Sewer installed as specified and indicated.	L.F.	31	\$ 120.00	\$ 3,720.00	\$ 100.00	\$ 3,100.00
41	15" Class III RCP Storm Sewer installed as specified and indicated.	L.F.	182	\$ 125.00	\$ 22,750.00	\$ 83.00	\$ 15,106.00
42	18" Class III RCP Storm Sewer installed as specified and indicated.	L.F.	159	\$ 130.00	\$ 20,670.00	\$ 100.00	\$ 15,900.00
43	30" HDPE Storm Sewer installed as specified and indicated.	L.F.	630	\$ 195.00	\$ 122,850.00	\$ 110.00	\$ 69,300.00

Item No.	Item Description	Unit	Quantity	Rule Construction, Ltd		Parisi Construction, LLC.	
				Unit Price	Subtotal Price	Unit Price	Subtotal Price
44	42" Class III RCP Storm Sewer installed as specified and indicated.	L.F.	187	\$ 274.00	\$ 51,238.00	\$ 240.00	\$ 44,880.00
45	24" Dia. PVC Storm Structure with 2' x 3' Casting installed as specified and indicated.	Each	11	\$ 5,500.00	\$ 60,500.00	\$ 5,200.00	\$ 57,200.00
46	24" Dia. PVC Storm Structure with 24" Dia. Casting installed as specified and indicated.	Each	1	\$ 5,500.00	\$ 5,500.00	\$ 5,300.00	\$ 5,300.00
47	2' x 3' Precast Concrete Storm Sewer Catch Basin installed as specified and indicated.	Each	6	\$ 2,900.00	\$ 17,400.00	\$ 3,300.00	\$ 19,800.00
48	5' Dia. Precast Concrete Storm Sewer Inlet installed as specified and indicated.	Each	2	\$ 6,500.00	\$ 13,000.00	\$ 4,200.00	\$ 8,400.00
49	6' Dia. Precast Concrete Storm Sewer Inlet installed as specified and indicated.	Each	1	\$ 8,400.00	\$ 8,400.00	\$ 6,600.00	\$ 6,600.00
50	7' Dia. Precast Concrete Storm Sewer Inlet installed as specified and indicated.	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 10,000.00	\$ 10,000.00
51	Road Base Drainage System - 4" HDPE Perforated Drain Tile installed as specified and indicated.	Each	6	\$ 700.00	\$ 4,200.00	\$ 1,500.00	\$ 9,000.00
52	Remove and Replace Existing Storm Sewer Catch Basin Casting as specified and indicated.	Each	1	\$ 1,200.00	\$ 1,200.00	\$ 1,300.00	\$ 1,300.00
53	Connection to Existing Storm Sewer as specified and indicated.	Each	2	\$ 1,800.00	\$ 3,600.00	\$ 1,400.00	\$ 2,800.00
54	Abandon Existing Storm Sewer as specified and indicated.	L.S.	1	\$ 22,000.00	\$ 22,000.00	\$ 10,000.00	\$ 10,000.00
55	Heavy Rip-Rap over Geotextile Fabric installed as specified and indicated.	C.Y.	60	\$ 65.00	\$ 3,900.00	\$ 70.00	\$ 4,200.00
56	Supply and Installation of Stone Textured Face Precast Concrete Retaining Wall with Cap as specified and indicated.	L.F.	50	\$ 150.00	\$ 7,500.00	\$ 1,300.00	\$ 65,000.00
57	8" Concrete Retaining Wall installed as specified and indicated.	L.F.	30	\$ 110.00	\$ 3,300.00	\$ 370.00	\$ 11,100.00
58	Excavation/Fill (5,000 c.y.) as specified and indicated.	L.S.	1	\$ 132,000.00	\$ 132,000.00	\$ 150,000.00	\$ 150,000.00
59	Geotextile Fabric installed as specified and indicated.	S.Y.	1750	\$ 3.00	\$ 5,250.00	\$ 2.80	\$ 4,900.00
60	Breaker Run installed as specified and indicated.	TON	3300	\$ 17.75	\$ 58,575.00	\$ 15.75	\$ 51,975.00
61	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	TON	3500	\$ 17.75	\$ 62,125.00	\$ 16.50	\$ 57,750.00
62	Concrete Curb and Gutter (24") installed as specified and indicated.	L.F.	2430	\$ 18.00	\$ 43,740.00	\$ 27.25	\$ 66,217.50
63	Concrete Sidewalk (4") replaced as specified and indicated.	S.F.	8250	\$ 7.25	\$ 59,812.50	\$ 8.80	\$ 72,600.00
64	Thickened Edge Concrete Sidewalk (4") replaced as specified and indicated.	S.F.	400	\$ 11.50	\$ 4,600.00	\$ 12.75	\$ 5,100.00

				Rule Construction, Ltd		Parisi Construction , LLC.	
Item No.	Item Description	Unit	Quantity	Unit Price	Subtotal Price	Unit Price	Subtotal Price
65	Concrete Driveway (6") replaced as specified and indicated.	S.F.	1250	\$ 7.50	\$ 9,375.00	\$ 9.00	\$ 11,250.00
66	Handicap Ramp Detectable Warning Field (2'x4') installed as specified and indicated.	Each	12	\$ 300.00	\$ 3,600.00	\$ 370.00	\$ 4,440.00
67	1-1/2" SCH 40 Rigid Nonmetallic Conduit installed as specified and indicated.	L.F.	2000	\$ 3.90	\$ 7,800.00	\$ 9.40	\$ 18,800.00
68	Electrical Wire Lighting (8 AWG) installed as specified and indicated.	L.F.	450	\$ 19.00	\$ 8,550.00	\$ 1.90	\$ 855.00
69	Electrical Wire Lighting (6 AWG) installed as specified and indicated.	L.F.	1550	\$ 10.00	\$ 15,500.00	\$ 2.60	\$ 4,030.00
70	Lighting Control Cabinet (120/240) installed as specified and indicated.	Each	1	\$ 6,250.00	\$ 6,250.00	\$ 5,600.00	\$ 5,600.00
71	Concrete Light Pole Base installed as specified and indicated.	Each	13	\$ 1,075.00	\$ 13,975.00	\$ 990.00	\$ 12,870.00
72	7' Light Pole installation as specified and indicated (light pole and fixture materials provided by others).	Each	2	\$ 485.00	\$ 970.00	\$ 480.00	\$ 960.00
73	13' Light Pole installation as specified and indicated (light pole and fixture materials provided by others).	Each	11	\$ 485.00	\$ 5,335.00	\$ 540.00	\$ 5,940.00
74	8" Portland Cement Concrete (PCC) Pavement installed as specified and indicated.	S.Y.	3300	\$ 80.00	\$ 264,000.00	\$ 90.00	\$ 297,000.00
75	4LT Hot Mix Asphalt Pavement installed as specified and indicated.	TON	375	\$ 154.80	\$ 58,050.00	\$ 160.00	\$ 60,000.00
76	Traffic Signage installation as specified and indicated (materials provided by others).	Each	12	\$ 275.00	\$ 3,300.00	\$ 920.00	\$ 11,040.00
77	Pavement Markings installed as specified and indicated.	L.S.	1	\$ 15,650.00	\$ 15,650.00	\$ 16,000.00	\$ 16,000.00
78	Landscaping installed as specified and indicated.	S.Y.	2000	\$ 10.00	\$ 20,000.00	\$ 6.00	\$ 12,000.00
Contract #1 Utility and Street Construction Total:				\$ 1,955,857.50		\$ 2,047,163.30	
Alternate 'A' Vine Street Sidewalk Replacement							
A-1	Connect Existing Roof Drain Piping to Concrete Curb with Curb Casting and 3" SCH 40 PVC Pipe as specified and indicated.	Each	1	\$ 500.00	\$ 500.00	\$ 570.00	\$ 570.00
A-2	Excavation/Fill (75 c.y.) as specified and indicated.	L.S.	1	\$ 2,400.00	\$ 2,400.00	\$ 6,400.00	\$ 6,400.00
A-3	Crushed Aggregate Base Course (1-1/4" dia.) installed as specified and indicated.	TON	75	\$ 17.75	\$ 1,331.25	\$ 18.75	\$ 1,406.25
A-4	Concrete Curb and Gutter (24") installed as specified and indicated.	L.F.	140	\$ 18.00	\$ 2,520.00	\$ 40.00	\$ 5,600.00
A-5	Concrete Sidewalk (4") replaced as specified and indicated.	S.F.	655	\$ 7.25	\$ 4,748.75	\$ 8.50	\$ 5,567.50
A-6	4LT Hot Mix Asphalt Pavement Patching installed as specified and indicated.	TON	20	\$ 175.00	\$ 3,500.00	\$ 180.00	\$ 3,600.00

				Rule Construction, Ltd		Parisi Construction , LLC.	
Item No.	Item Description	Unit	Quantity	Unit Price	Subtotal Price	Unit Price	Subtotal Price
	Alternate 'A' Vine Street Sidewalk Replacement				\$ 15,000.00		\$ 23,143.75
	Contarct #1 with Alternate 'A' Total:				\$ 1,970,857.50		\$ 2,070,307.05



▶ Platteville, Wisconsin
▶ Dubuque, Iowa

P 608.348.5355
P 563.542.9005

E mail@delta3eng.biz
W www.delta3eng.biz

GRANT ADMINISTRATION SERVICES CONTRACT ***(for DNR Safe Drinking Water Loan Program and Clean Water Fund Program Funding)***

Owner: City of Mineral Point
Address: 137 High Street
Suite 1
Mineral Point, WI 53565

Effective Date: February 2, 2026

Project Name: Proposed 2026 Infrastructure Improvements – Mineral Point

This Agreement is made between Delta 3 Engineering, Inc. ("Delta 3") and the City of Mineral Point ("Owner") for grant administration services on the above-referenced project (the "Project").

1. **Intellectual Property.** In accepting and utilizing any drawings, specifications, reports and data in any form, including print and/or electronic media generated and provided by Delta 3, Owner agrees that all such print and/or electronic files are instruments of service of Delta 3, who shall be deemed the author, and shall retain all common law, statutory law, and other rights to such materials, including ownership of copyright, except as provided herein.

Under no circumstances shall delivery of any drawings, specifications, reports or data for use by Owner be deemed a sale by Delta 3, and Delta 3 makes no warranties, either express or implied, of merchantability and fitness for any purpose other than for this Project. The drawings, reports and specifications prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all fees and costs due to Delta 3 upon completion of the Project or termination of this Agreement, whichever be the case. Owner shall not reuse or make or permit any derivative works to be made from the drawings, reports and specifications without the prior written authorization of Delta 3 or as otherwise required by law. Owner agrees to waive any claim against Delta 3 arising from any unauthorized transfer, reuse or preparation of derivative works from drawings, reports and specifications and to indemnify and hold harmless Delta 3 for any such unauthorized transfer, reuse, or preparation of derivative works from the drawings, reports and specifications.

2. **Project Description.** The Project will generally include street reconstruction, sanitary sewer and water systems' replacement, and installation/replacement of a storm sewer collection system on **Commerce Street** from Fountain Street to approximately 200' south of Old Darlington Road and on **South Street** from Vine Street to Commerce Street. The existing sanitary sewer system on **Commerce Street** and **South Street** will be replaced. The existing water system on **Commerce Street** will also be replaced. In addition, a storm sewer collection system will be installed or replaced on/adjacent to **Commerce Street** and **South Street** to incorporate the drainage area under construction and existing drainage areas adjacent to the Project site. Complete street reconstruction is planned on **Commerce Street** and **South Street** and the existing **South St. Parking Lot** will be reconstructed. The street sections will be excavated, and new breaker run, crushed aggregate base course, curb and gutter, sidewalk, street lighting, and street pavement will be installed. All yard areas disturbed due to construction will be restored and landscaping performed. The City has been awarded financing from the Wisconsin Department of Natural Resources (DNR) Safe Drinking Water Loan Program (SDWLP) and the Wisconsin DNR Clean Water Fund Program (CWFP) for the Project. The grant administration services for the DNR SDWLP and CWFP requirements for the Project are planned to occur in 2026 and 2027.



3. **Scope of Services.** Delta 3 Engineering will provide the Professional Grant Administration Services necessary for the awarded financing from the Wisconsin Department of Natural Resources (DNR) Safe Drinking Water Loan Program (SDWLP) and the Wisconsin DNR Clean Water Fund Program (CWFP) for the Proposed 2026 Infrastructure Improvements – Mineral Point Project to occur on **Commerce Street** and **South Street** in the City of Mineral Point. The complete Scope of Services which Delta 3 Engineering will provide to the Owner is identified in **Attachment #1 – Professional Grant Administration Services and Fees**.

4. **Services Not Covered By This Agreement.** Revisions due to changes in the scope, budget, or quality of the Project; services that Delta 3 could **not** reasonably anticipate, and therefore did not include in the grant administration services and fees in **Attachment #1**. Delta 3 will inform the Owner, in writing, when any extra services are necessary. The Owner will give Delta 3 prompt written notice if it **does** want Delta 3 to perform the extra services. Delta 3 will be paid additional fees for these extra services at rates consistent with other services provided for the Project.

5. **Opinions of Cost.** Opinions of Probable Construction Cost are to be made on the basis of Delta 3's experience and qualifications and represent Delta 3's best judgement as an experienced and qualified professional generally familiar with the construction industry. However, because Delta 3 has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Delta 3 cannot, and does not, guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by Delta 3.

6. **Means and Methods.** Delta 3 shall not at any time supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequence, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

7. **Professional/Technical Services Fee.** The grant administration fees and associated costs for the Project will be **\$ 30,000.00**. (Please see **Attachment #1**.)

8. **Project Schedule.** Delta 3 Engineering will work closely and cooperatively with the Owner to complete its Professional Grant Administration Services within the Owner's projected schedule.

9. **Payment.** Delta 3 will send monthly invoices to the Owner. The Owner agrees to pay fees as invoiced within 30 days and agrees to pay an additional 1.5% fee on any outstanding balance due past 30 days.

10. **Entire Agreement.** This Agreement supersedes any and all agreements previously made between Delta 3 and the Owner relating to the Project and there are no understandings or agreements other than those incorporated in this Agreement.

11. **Changes to This Agreement.** This Agreement may only be modified by written mutual consent of both the Owner and Delta 3.

12. **Termination.** Either party may terminate this Agreement with written notice. In the event of termination, suspension, or abandonment of the Project, Delta 3 shall be compensated (at contracted hourly rates) for all grant administration services performed and associated costs incurred up to that time.

13. Indemnification. Owner agrees to indemnify, defend, and hold harmless Delta 3 and its officers, directs, members, partners, agent, employees, and Consultants from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of the Project. Owner's indemnification and defense obligations under this paragraph shall not apply if Delta 3 is adjudicated, by a court of competent jurisdiction, negligent or reckless in performing the Professional Grant Administration Services for the Project.

14. Waiver of Consequential Damages. To the fullest extent permitted by law, Owner and Delta 3 waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for, or entitlement to, special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Limitation of Liability. The Owner agrees to limit Delta 3's total liability to the Owner, Consultants, Contractors, and Subcontractors on the Project, due to Delta 3's professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of Delta 3 to anyone shall not exceed the total fee for services rendered under this Agreement.

16. Dispute Resolution—Arbitration. All disagreements and disputes between Owner and Delta 3, of every kind, if not resolved by negotiations, shall be resolved by arbitration under the then current rules of the American Arbitration Association. A single arbitrator engaged in the practice of law shall conduct the arbitration. The arbitrator's decision and award shall be final and binding. Owner and Delta 3 shall share equally the costs of the arbitration and each shall pay their respective attorneys' fees and expenses associated with any arbitration. Judgment upon the award may be entered in any Wisconsin state or federal court having jurisdiction.

17. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the internal law of the State of Wisconsin.

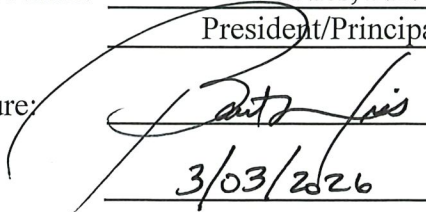
18. Publicity. Owner agrees that Delta 3 may state publicly, in advertising or otherwise, that Owner is a client of Delta 3.

Services authorized by:

OWNER

Printed Name: Danny Clark
Title: Mayor
Signature: _____
Date: _____

DELTA 3 ENGINEERING, INC.

Printed Name: Bart Nies, P.E.
Title: President/Principal
Signature: 
Date: 3/03/2026

Attachment #1

Professional Grant Administration Services and Fees Proposed 2026 Infrastructure Improvements – Mineral Point

*Owner: City of Mineral Point
Mineral Point, Wisconsin*

I. Wisconsin Department of Natural Resources (DNR) - Safe Drinking Water Loan Program (SDWLP)

- 1) Prepare and submit all SDWLP Pre-Award items to the Wisconsin DNR.
- 2) Set up all grant files and other financial accounts.
- 3) Prepare all required DNR SDWLP Financial Assistance Forms and documents for submittal to the DNR.
- 4) Perform the required Environmental Review.
- 5) Prepare the updated Project Budget required for the Safe Drinking Water Loan Program.
- 6) Request Wage Rates and include in the Project Manual for bidding and in the construction contracts.
- 7) Provide and include the proper federal labor standards (“Davis-Bacon”); Disadvantage Business Enterprises (DBE) requirements; American Iron and Steel (A.I.S.) requirements; and Build America, Buy America (BABA) requirements (if applicable) in the Project Manual for bidding and in the construction contracts.
- 8) Attend the Pre-Construction Conference.
- 9) Provide review of payroll records for verification of compliance with Labor Standards.
- 10) Prepare Request for Disbursement Forms for SDWLP Funds.
- 11) Provide financial management and administration for the Project.
- 12) Prepare Program Closeout documents as required by the Wisconsin DNR.

Subtotal = \$ 15,000.00

II. Wisconsin Department of Natural Resources (DNR)

- Clean Water Fund Program (CWFP)

- 1) Prepare and submit all CWFP Pre-Award items to the Wisconsin DNR.
- 2) Set up all grant files and other financial accounts.
- 3) Prepare all required DNR CWFP Financial Assistance Forms and documents for submittal to the DNR.
- 4) Perform the required Environmental Review.
- 5) Prepare the updated Project Budget required for the Clean Water Fund Program.
- 6) Request Wage Rates and include in the Project Manual for bidding and in the construction contracts.
- 7) Provide and include the proper federal labor standards ("Davis-Bacon"); Disadvantage Business Enterprises (DBE) requirements; American Iron and Steel (A.I.S.) requirements; and Build America, Buy America (BABA) requirements (if applicable) in the Project Manual for bidding and in the construction contracts.
- 8) Attend the Pre-Construction Conference.
- 9) Provide review of payroll records for verification of compliance with Labor Standards.
- 10) Prepare Request for Disbursement Forms for CWFP funds.
- 11) Provide financial management and administration for the Project.
- 12) Prepare Program Closeout documents as required by the Wisconsin DNR.

Subtotal = \$ 15,000.00

Total Grant Administration Fee = \$ 30,000.00



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Naples
Phoenix
St. Louis
San Diego
Tampa
Tucson
Washington, D.C.

March 4, 2026

VIA EMAIL

Christy Skelding
City Clerk/Treasurer
City of Mineral Point
137 High Street
Suite 1
Mineral Point, WI 53565

Scope of Engagement Re: Proposed Issuance of Approximately \$500,000 City of Mineral Point (the "City") Sewerage System Revenue Bonds, Series 2026 (Clean Water Fund Loan)

Dear Christy:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced bonds (the "Bonds") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Bonds; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

QB\101269659.1

- 1) the City has authority to issue the Bonds for the purpose in question and has followed proper procedures in doing so;
- 2) the Bonds are valid and binding obligations of the City according to their terms; and,
- 3) the interest paid on the Bonds will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities and Exchange Commission or other regulatory body survey or investigation regarding or audit of the Bonds.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation

contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. Your approval of this letter will serve to confirm that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of:

- i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and
- (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately \$12,300, including all expenses. Such fee and expenses may vary: (i) if the principal amount of Bonds actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Bonds or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Christy Skelding
March 4, 2026
Page 4

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

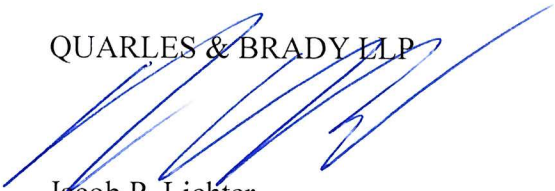
Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Jacob P. Lichter

JPL:TAB

#660822.00021

cc: Matthew Honer (via email)
Bart Nies (via email)
Cassy Pickel (via email)
Jamie Marcue (via email)
Mark Digman (via email)
Tracy Berrones (via email)

Accepted and Approved:

CITY OF MINERAL POINT

By: _____

Its: _____

Title

Date: _____



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St. Louis
San Diego
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March 4, 2026

VIA EMAIL

Christy Skelding
City Clerk/Treasurer
City of Mineral Point
137 High Street
Suite 1
Mineral Point, WI 53565

Scope of Engagement Re: Proposed Issuance of Approximately \$400,000 City of Mineral Point (the "City") Water System Revenue Bonds, Series 2026 (Safe Drinking Water Loan)

Dear Christy:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced bonds (the "Bonds") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Bonds; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the City has authority to issue the Bonds for the purpose in question and has followed proper procedures in doing so;
- 2) the Bonds are valid and binding obligations of the City according to their terms; and,
- 3) the interest paid on the Bonds will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities and Exchange Commission or other regulatory body survey or investigation regarding or audit of the Bonds.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation

contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. Your approval of this letter will serve to confirm that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of:

- i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and
- (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately \$12,300, including all expenses. Such fee and expenses may vary: (i) if the principal amount of Bonds actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Bonds or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

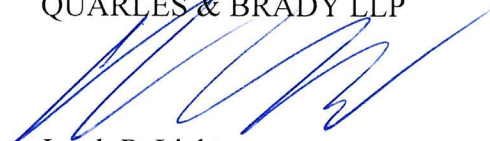
Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Jacob P. Lichter

JPL:TAB

#660822.00022

cc: Matthew Honer (via email)
Bart Nies (via email)
Cassy Pickel (via email)
Jamie Marcue (via email)
Mark Digman (via email)
Tracy Berrones (via email)

Accepted and Approved:

CITY OF MINERAL POINT

By: _____

Its: _____

Title

Date: _____



3/5/2026

Mineral Point, Wisconsin

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Public Health & Property Committee
Department Reporting: Administration	Submitted by: Matthew Honer
<u>ISSUE:</u> Discussion and consideration of the sale of the Streets Department pick-up truck and purchase of a bucket truck.	
<u>BACKGROUND/ANALYSIS:</u> The Streets Foreman would like to sell the recently purchased Ford pickup truck and purchase a used bucket truck. The Streets Committee was in general agreement with the plan as presented by the Streets Foreman at the January Streets Committee meeting. The truck has 5,000 miles on it and the city would like to send it to public auction and put a reserve on it of approx. \$39k. The truck would be taken to the auction lot and sold from there. If the truck were to be sold, a bucket truck would be purchased for less than the sale amount.	
<u>RECOMMENDATION:</u> Consideration of two items related to the pick-up truck: selling the pick-up and purchasing a used bucket truck.	
<u>FISCAL IMPACT:</u> The truck was purchased for \$45,249 and delivered in early 2025.	
<u>ATTACHMENTS:</u>	



3/9/2026

Mineral Point, Wisconsin

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: Water and Sewer Committee
Department Reporting: Water&Sewer	Submitted by: Nathan Fosbinder
ISSUE: Consideration of Utilities and Park's Dept. Vehicle trade and utilities purchase of service body. Action: Recommendation to Council.	
BACKGROUND/ANALYSIS: The Parks Dept. is in need of another vehicle to meet their needs when they have seasonal help. The water/sewer department is seeking two work vehicles. The proposal is for the Utilities to trade the 2021 F-150 and the 2009 F-250 to the Parks Dept. for the 2021 F-250 they currently have. This allows Parks Department to still have a newer truck and a second truck. The W/S Utilities would have a vehicle that better meets the needs of the dept. but will need to update the truck with a service body. Vehicle trade is approx. balanced in terms of value, although the Parks Dept. would receive the salvage value from the bed of the truck (into Parks Outlay) as the Utilities intend to replace the bed with a service body.	
RECOMMENDATION: Trade the two water/sewer vehicles to the Parks department in exchange for the Parks vehicle and equip that vehicle for the water/sewer department. Recommendation is to proceed with Grant County Truck for the body installation. W/S Superintendent will get quotes on paint/trim.	
FISCAL IMPACT: \$17,000 - \$20,000 (Water and Sewer Utilities)	
ATTACHMENTS: Service body estimates	

Grant County Truck Bodies LLC
2285 Cty Rd H
PO Box 153
Kieler, WI 53812
(608) 568-3898



Estimate

grantcountytruckbodies@gmail.com

www.grantcountytruckbodies.com

Date	Estimate #
1/19/2026	5094

Name / Address

City Of Mineral Point
137 High St, Ste 1
Mineral Point, WI 53565

ALL PRICES ARE SUBJECT TO CHANGE DUE TO
MANUFACTURER AND MATERIAL COSTS. WE CANNOT
GUARANTEE ANY PRICES IF PRODUCT IS NOT IN STOCK.

	P.O. No.	YR. MAKE, MODEL	Terms
	Due on receipt		
Description	Qty	Cost	Total
CM 98x78 Steel Service Body, Installed		10,500.00	10,500.00T
9900564 CM Adapter Ford Box Delete		65.00	65.00T
C-Tech Drawer Pack. 9451346 Installed		1,250.00	1,250.00T
Weather Guard (Werner) 1450		900.00	900.00T
Ladder Rack; Weekender ®; 250 Pound Capacity; Bolt On Bed Mount; Multi-Fit; 52-1/4 Inch Height; Horizontal; Adjustable; Powder Coated; Black; Steel; Set of 2 Installed			
Sublet Repairs Paint Body Exterior to Match Truck.		2,500.00	2,500.00T
Sublet Repairs Bedliner Cargo area		900.00	900.00T
Buyers 5404927B 49-Inch Gloss Black Kabgard™ with Mounting Kit for Single-Wheel Service Bodies and Dual-Wheel Service Bodies with 49-Inch-Wide Floors.		600.00	600.00T
Buyers 8891069 15 Inch Octagonal LED Mini Light Bar - Amber/Green		249.00	249.00T
Buyers 8892109 AMBER/GREEN DUAL COLOR THIN 4.5 INCH WIDE LED STROBE LIGHT	2	95.00	190.00T
Hardware, Electrical wire and connectors. MISC		50.00	50.00T
Install Cab Gaurd. Mount two strobes on rear corners of body.	4	110.00	440.00T
Mount Light bar of Kabgaurd.			
3000 Watt Pure Sine inverter.		500.00	500.00T
3000 Watt Inverter install Kit with 1/O Cable		150.00	150.00T
Mount inverter in passenger rear compartment and wire in power cables.	4	110.00	440.00T
Mount Camera on rear of Bumper	1	110.00	110.00T
Sales Tax		0.00	0.00
Thank you for your business.	Total		\$18,844.00



1051 W 7th Street
 Monroe, WI 53566
 Sales Rep: Rick Nafzger
 Ph: (608) 558-0285
 www.MonroeTruck.com

J.O. #
 Quotation ID: 9KB2000349
 Date: 1/13/2026
 Valid thru: 2/12/2026
 Terms: NET 30
 Quoted by: Kevin Book
 Ph/Fax: 608-329-8158 /

Quoted to:
 MINERAL POINT, CITY OF (ATTN:)
 137 HIGH ST, STE 1
 MINERAL POINT, WI 53565
 Ph: 608-987-2361 / Fax: 608-987-3885
 Email:

Chassis Information

Year: 2021	Make: FORD	Model: F-250	Chassis Color:	Cab Type:
Single/Dual: SRW	CA:	CT:	Wheelbase:	Engine: GAS
			F.O. Number #:	Vin: 1FTBF2B66MED49922

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
98" S-SERIES, STEEL SERVICEPRO BODY	\$15,572.00
- REMOVE EXSISTING OEM BODY INSTALL NEW SERVICE BODY	
- STEEL UNDERSTRUCTURE	
- 48.5" LOAD SPACE	
- A60 GALVANNEALED DIAMOND PLATE FLOOR	
- 18 GA OUTER DOOR SKIN, DOUBLE PANEL DOOR CONSTRUCTION	
- STAINLESS STEEL ROTARY PADDLE LATCHES & BOLT-ON DOOR HINGES	
- NITROGEN GAS STRUT DOOR HOLDERS	
- AUTOMOTIVE BUBBLE TYPE & MECHANICAL DOOR SEALS	
- ADJUSTABLE COMPARTMENT TRAYS/SHELVES	
- (1) SHELF IN EACH FRONT, HORIZONTAL & REAR COMPARTMENTS	
- KNEE BRACED SLAM ACTION TAILGATE WITH ALUMINUM TRIM CAP	
- SEAMLESS WHEELHOUSE PANEL W/ POLY CARBONATE FENDER FLARES	
- STEPMATE BUMPER SYSTEM WITH INTEGRATED STEPS AND GRAB HANDLES	
- ACRYLIC E-COAT IMMERSION PRIMER SYSTEM & POWDER COATED	
- (1) PAIR ALL-IN-ONE LED STOP/TURN/TAIL/BACKUP LIGHTS RECESSED IN BUMPER	
TOW OPTIONS:	
- 6-WAY ROUND SOCKET ROUND PIN TRAILER RECEPTACLE	
REMOVABLE SIDE MOUNT LADDER RACK	\$626.00
- C-TECH DRAWER UNIT: FRONT VERTICAL	\$1,199.00
MATERIAL: ALUMINUM W/ GLOSS BLACK FINISH	
SIZE: 20.7"W X 30"H X 12"D	
DRAWERS: 4 DRAWERS W/ LINERS (2)-3", (1)-4", (1)-5"	
LID: TELESCOPING TRAY	
BOTTOM SPACING: 13.688"	
SHELF SLOT SPACING: 6"	
BOTTOM NOTCH: 13.25"H X 4"D	
OEM TRUCK BED LABOR REMOVAL AND REQUIRED COMPONENTS	\$951.00
- FUEL FILL KIT	
- WIRE HARNESS	
MTE - PAINT BODY TO MATCH CAB.	\$1,550.00
- MUST HAVE PAINT CODE	
DURABULL	\$1,088.00
- COMPLETE LOAD SPACE, TAILGATE AND TOPS OF COMPARTMENTS	
MTE BULKHEAD HEAD RACK	\$893.00



Description	Amount
LIGHTING	\$2,643.00
- (2) WHELEN VTX AMBER/GREEN CORNER STOBES EACH SIDE REAR	
- WHELEN AMBER/GREEN MINI STROBE LIGHT BAR MOUNTED TO BACKRACK	
- WHELEN TAM63 SIX LAMP TIR3 SUPER LED TRAFFIC ADVISOR MOUNTED TO REAR OF BACKRACK	
3000 WATT POWER INVERTER - PURE SINE WAVE	\$4,318.00
- INCLUDES 2ND BATTERY	
- ALL FUSES, CIRCUIT BREAKERS, DISCONNECT AND WIRING	
Quote Total:	\$28,840.00

**** NOTICE: We are closely monitoring the tariff situation very carefully. Aebi Schmidt North America and its Monroe brand manufacture products in the United States, so the direct impact of current tariffs will be moderate. Although we make significant efforts to source components domestically, this is not always feasible. At this time, we cannot predict the potential cost increases that may arise through our supply chain or from further tariffs. We understand that this may raise concerns, and we want to assure you that we are working hard to minimize any impact on our customers and if cost increases need to be applied to existing or future orders, we will discuss these changes with our customers upfront.**

Additional Options:

Description	Amount	Add to quote? Yes / No
-------------	--------	---------------------------

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): ☐ Fleet ☐ Retail	MSO/MCO (ONLY check if legally required): ☐ MCO ☐ MSO	
Customer Signature:	Customer P.O. Number:	Date of Acceptance:



3/9/2026

Mineral Point, Wisconsin

☒ New Business ☐ Unfinished Business ☐ Reports ☐ Closed Session ☐ Ordinance/Resolution	Meeting: City Council								
Department Reporting: Water&Sewer	Submitted by:								
ISSUE: Consideration of awarding Wastewater Treatment Facilities Plan. Action: Recommendation to Council.									
BACKGROUND/ANALYSIS: A new facility plan is required for the wastewater treatment facility (by WIDNR). The Water/Sewer Superintendent received initial proposals from three qualified and reputable engineering firms that are experienced with the requirements of the plan. From those proposals, an RFP was drafted by the Water and Sewer Superintendent and sent to the same firms. The Water and Sewer committee did an initial review of the plans and determined they would like to invite each of the engineering firms to present their proposal to the committee and have the opportunity to ask questions. Following the presentation, the Committee made their recommendation to go with Town and Country Engineering. The cost breakdown is listed below: <table border="1"><thead><tr><th>Engineering Firm</th><th>Facility Plan</th></tr></thead><tbody><tr><td>Delta 3</td><td>\$19,750.00</td></tr><tr><td>Town and Country</td><td>\$35,000.00</td></tr><tr><td>MSA</td><td>\$45,000.00</td></tr></tbody></table> Each firm offers \$5,000 rebate from Focus on Energy for the facility report, in anticipation of that program being available. The proposals received had comparable scopes. MSA's proposal listed above is the most comparable to the other two but the company also presented an additional scope offering (\$60,000 proposal) for additional fees.		Engineering Firm	Facility Plan	Delta 3	\$19,750.00	Town and Country	\$35,000.00	MSA	\$45,000.00
Engineering Firm	Facility Plan								
Delta 3	\$19,750.00								
Town and Country	\$35,000.00								
MSA	\$45,000.00								
RECOMMENDATION: Water and Sewer Committee recommends awarding the project to Town and Country Engineering.									
FISCAL IMPACT: \$14,750 – \$40,000.									
ATTACHMENTS: Please let Nate or Matt know if you would like copies of the proposals. They are larger documents so were not included in the packet.									



3/5/2026

Mineral Point, Wisconsin

☐ New Business ☒ Unfinished Business ☐ Reports
☐ Closed Session ☐ Ordinance/Resolution

Meeting: Public Health & Property Committee

Department Reporting: Administration

Submitted by: Matthew Honer

ISSUE: Discussion and Consideration of Soldiers Memorial Park Parking Lot and Tennis Court reconstruction grant application.

BACKGROUND/ANALYSIS:

January 2025, Park Board recommended Council proceed with a Parking Lot and Tennis Court reconstruction project, following the award of WIDNR matching grant. The initial project cost exceeded \$1M. Council acted in April 2025, to proceed with a lesser project with a cost of \$714k.

An application was submitted April 29, 2025. The City learned in September, 2025 that the grant was not awarded to the City. Following the notice from WIDNR, conversations were had between the Tennis Association, the City Administrator, and WIDNR regarding potential changes to the grant for a re-application in 2026.

Working through the project with the Tennis Committee and Delta 3, the project was rescoped to remove 1 tennis court and to mill and overlay the parking lot.

RECOMMENDATION: Make recommendation to City Council regarding the application to the WIDNR outdoor recreation grant.

FISCAL IMPACT: ESTIMATED

Full Project	Full Project	2025 PROJECT Application - Pickleball and Tennis Courts Only	2026 Project Application 1 TC/2 PB, Mill and Overlay
Land and Water Conservation Grant	\$523,000 (Max Award)	\$357,000	\$345,250
Iowa County Tennis and Pickleball Association (Cash)	\$100,000	\$100,000	\$100,000
City In-kind (Demolition and removal)	\$25,000	\$25,000	\$48,250
Community in-kind (In-kind service work)	\$25,000	\$25,000	
TID - Capital Expense	\$415,000	\$197,000	\$197,000
Budgeted Outlay Contribution (5 years) User fee contribution to Outlay	\$10,000	\$10,000	
Estimated Total Cost	\$1,098,000	\$714,000	\$690,500

ATTACHMENTS: Estimates.



► Platteville, Wisconsin
► Dubuque, Iowa

P 608.348.5355
P 563.542.9005

E mail@delta3eng.biz
W www.delta3eng.biz

Opinion of Probable Costs Total Construction - Option #1

Date: November 17, 2025

Project: Proposed Park Improvements - Soldiers Memorial Park

Village/City/Town: Mineral Point

State: Wisconsin

Construction, Contingency, and Engineering:	Total
1. Sanitary Sewer	\$0.00
2. Water Main	\$0.00
3. Storm Sewer	\$45,500.00
- 30" and 8" HDPE Storm Sewer - 300 l.f. - Storm Structure - 2 each - Rip Rap - 15 c.y.	
4. Parking Lot	\$41,500.00
- Excavation (15") - Geogrid - 265 s.y. - Breaker Run (6") - CABC (6") - Concrete Sidewalk (4") - 775 s.f. - Hot Mix Asphalt Pavement (3") - Tree and Stump Removal - 1 each - Landscaping	
5. Tennis Court - 1 Court	\$309,000.00
- Excavation (14") - Geogrid - 830 s.y. - CABC (8") - Post-Tension Concrete - 7,445 s.f. - Acrylic Surface - 830 s.y. - Striping - Light Poles - 4 each - 10" Chain Link Fence - 360 l.f. - Court Net and Posts - 1 each - Windscreen - 360 l.f.	
6. Pickleball Court - 2 Courts	\$154,500.00
- Excavation (14") - Geogrid - 520 s.y. - CABC (8") - Post-Tension Concrete - 4,690 s.f. - Acrylic Surface - 520 s.y. - Striping - Lights on Tennis Court Poles - 2 each - 8" Chain Link Fence - 225 l.f. - Court Net and Posts - 3 each - Windscreen - 225 l.f.	
TOTAL =	
\$550,500.00	

EVERY ANGLE COVERED

RE: [EXTERNAL]: Soldiers Parking Lot

From Mark Digman <MarkDigman@delta3eng.biz>
Date Wed 2/11/2026 8:09 PM
To Matthew Honer <administrator@cityofmineralpointwi.gov>

Hi Matt,

Using what you have below and some recent construction project costs for similar work, I estimate that the construction cost would be \$140,000. This assumes the following:

- Mill existing pavement
- Regrade parking lot with millings
- No additional gravel is needed
- No soft spots or areas needed to be excavated and corrected are found
- No pavement striping
- No landscaping

If you have any questions or need further information, please feel free to contact me.

Thank You!

Mark Digman, P.E.



Project Engineer

875 South Chestnut Street
Platteville, WI 53818
608-348-5355 x 1006

898 Jackson Street
Dubuque, IA 52001
563-542-9005 x 1006

markdigman@delta3eng.biz

608-732-2088 (Cell)



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From: Matthew Honer <administrator@cityofmineralpointwi.gov>
Sent: Tuesday, February 10, 2026 2:31 PM
To: Mark Digman <MarkDigman@delta3eng.biz>
Subject: [EXTERNAL]: Soldiers Parking Lot

Hello Mark,

Wondering if you might be able to provide an estimate of what it would cost to mill and overlay the parking lot at Soldiers, no need to worry about the stuff up by the bathroom and pavilion.



Matthew Honer

City Administrator | City of Mineral Point

Phone: 608-987-0463

Email: administrator@cityofmineralpointwi.gov

Address: 137 High St., Ste 1, Mineral Point, WI 53565

www.cityofmineralpoint.com

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RESOLUTION NO. 2026-01

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING
PARAMETERS FOR THE SALE OF NOT TO EXCEED \$2,260,000
GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Mineral Point, Iowa County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of water and sewer projects, projects included in the City's Tax Incremental District No. 2 and acquiring equipment and a vehicle (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell general obligation promissory notes (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase agreement to the City (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to either the City Administrator or the City Clerk (each, an "Authorized Officer") the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed TWO MILLION TWO HUNDRED SIXTY THOUSAND DOLLARS (\$2,260,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 16 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of not to exceed TWO MILLION TWO HUNDRED SIXTY THOUSAND DOLLARS (\$2,260,000). The purchase price to be paid to

the City for the Notes shall not be less than 95.50% of the principal amount of the Notes and the difference between the initial public offering price of the Notes and the purchase price to be paid to the City by the Purchaser shall not exceed 4.50% of the principal amount of the Notes, with an amount not to exceed 1.50% of the principal amount of the Notes representing the Purchaser's compensation.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of up to \$2,260,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$125,000 per maturity or mandatory redemption amount; that a maturity or mandatory redemption amount may be eliminated if the amount of such maturity or mandatory redemption amount set forth in the schedule below is less than or equal to \$125,000 and that the aggregate principal amount of the Notes shall not exceed \$2,260,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$2,260,000.

<u>Date</u>	<u>Principal Amount</u>
03-01-2027	\$ 55,000
03-01-2028	40,000
03-01-2029	120,000
03-01-2030	125,000
03-01-2031	130,000
03-01-2032	140,000
03-01-2033	145,000
03-01-2034	150,000
03-01-2035	165,000
03-01-2036	170,000
03-01-2037	135,000
03-01-2038	140,000
03-01-2039	150,000
03-01-2040	155,000
03-01-2041	160,000
03-01-2042	135,000
03-01-2043	145,000

Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2027, or on such other date approved by an Authorized Officer in the Approving Certificate. The true interest cost on the Notes shall not exceed 4.75%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as

Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2026 through 2042 for the payments due in the years 2027 through 2043 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. To the extent necessary, if any, the City hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay interest on the Notes coming due in 2026, if any, as may be set forth in an attachment to the Approving Certificate labeled as Schedule III.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes - 2026" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and

directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the

extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, an Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 17. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by an Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 10, 2026.

Danny J. Clark
Mayor

ATTEST:

Christy Skelding
City Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned **[City Administrator]** **[City Clerk]** of the City of Mineral Point, Iowa County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On March 10, 2026, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$2,260,000 General Obligation Promissory Notes of the City (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Note Purchase Agreement between the City and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$_____, which is not more than the \$2,260,000 approved by the Resolution, and shall mature on March 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than \$125,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
03-01-2027	\$ 55,000	\$ _____
03-01-2028	40,000	_____
03-01-2029	120,000	_____
03-01-2030	125,000	_____
03-01-2031	130,000	_____
03-01-2032	140,000	_____
03-01-2033	145,000	_____
03-01-2034	150,000	_____
03-01-2035	165,000	_____
03-01-2036	170,000	_____
03-01-2037	135,000	_____
03-01-2038	140,000	_____
03-01-2039	150,000	_____
03-01-2040	155,000	_____
03-01-2041	160,000	_____
03-01-2042	135,000	_____
03-01-2043	145,000	_____

The true interest cost on the Notes is _____%, which is not in excess of 4.75%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 95.50% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price provided by the Purchaser of the Notes (\$_____) and the purchase price to be paid to the City by the Purchaser (\$_____) is \$_____, or _____% of the principal amount of the Notes, which does not exceed 4.50% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation is \$_____, or not more than 1.50% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.] [The Notes maturing on March 1, 20__ and thereafter shall be subject to redemption prior to maturity, at the option of the City, on March 1, 20__ or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

6. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2026 pursuant to the authority delegated to me in the Resolution.

Matthew Honer
City Administrator]

OR

Christy Skelding
City Clerk]

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

The Notes due on March 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, 20

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Note)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
IOWA COUNTY
NO. R-____ CITY OF MINERAL POINT \$_____
GENERAL OBLIGATION PROMISSORY NOTE

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, _____, 2026 _____%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Mineral Point, Iowa County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on [March 1, 2027] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of water and sewer projects, projects included in the City's Tax Incremental District No. 2 and acquiring equipment and a vehicle, as authorized by a resolution adopted on March 10, 2026, as supplemented by an

Approving Certificate, dated _____, 2026 (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

【This Note is not subject to optional redemption.】 【The Notes maturing on March 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.】

【The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the Resolution, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

【In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.】

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with

a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes [(i)] after the Record Date[, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Mineral Point, Iowa County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF MINERAL POINT
IOWA COUNTY, WISCONSIN

By: _____

Danny J. Clark
Mayor

(SEAL)

By: _____

Christy Skelding
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Mineral Point, Iowa County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION

By _____
Authorized Signatory

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

The logo for the law firm BAIRD, featuring the word "BAIRD" in white, bold, serif capital letters on a blue parallelogram background.

City of Mineral Point

Finance Committee

March 9, 2026

Justin A. Fischer, Managing Director

jfischer@rwbaird.com

777 East Wisconsin Avenue

Milwaukee, WI 53202

Phone 414.765.3827



City of Mineral Point

Finance Committee

March 9, 2026

Borrowing/Structure/Purpose

Estimated Size:	\$2,260,000
Issue:	General Obligation Promissory Notes
Purpose:	Water Projects - \$335,000 Sewer Projects - \$340,000 TID #2 – \$1,585,000
Structure:	Matures March 1, 2027-2043
First Interest:	March 1, 2027
Callable:	March 1, 2034 or any date thereafter
Estimated Interest Rate:	4.25%
Parameters Maximum Interest Rate:	4.75%

Tentative Timeline

- Finance Committee considers Plan of Finance / Parameters Resolution March 9, 2026
- City Council considers Finance Committee recommendation and adopts Parameters Resolution.....March 10, 2026
 - Authority for final sign-off of the Notes sale, within designated parameters, is delegated to the City Administrator or Clerk
 - Preparations are made for issuance
 - ✓ Official Statement
 - ✓ Bond Insurance
 - ✓ Marketing
- If market is strong & meet Council's parameters, sell the Notes (finalizes terms and interest rates)..... Late March 2026
- Closing (funds available).....Anticipated April 15, 2026

City of Mineral Point

Finance Committee

March 9, 2026

Hypothetical Financing Illustration

BAIRD

			2026 CIP										
			\$2,260,000										
			GENERAL OBLIGATION PROMISSORY NOTES			\$335,000	\$340,000	\$1,585,000					
			Dated: April 15, 2026 (First Interest: March 1, 2027)			WATER	SEWER	TID #2					
						PROJECTS	PROJECTS	PROJECTS					
EXISTING G.O. & REV DEBT	EXISTING G.O. & REV DEBT	EXISTING DEBT	PRINCIPAL	NET INTEREST ^(A)	TOTAL	NET TOTAL	NET TOTAL	NET TOTAL	COMBINED G.O. & REV DEBT	COMBINED G.O. & REV DEBT	COMBINED DEBT	YEAR DUE	YEAR DUE
SERVICE (Water Supported)	SERVICE (Sewer Supported)	SERVICE (TID #2 Supported)	(3/1)	(3/1 & 9/1)					SERVICE (Water Supported)	SERVICE (Sewer Supported)	SERVICE (TID #2 Supported)		
				TIC= 4.25%									
2026	\$273,365	\$329,830	\$130,003						\$273,365	\$329,830	\$130,003	2026	2026
2027	\$271,802	\$326,111	\$125,281	\$55,000	\$98,175	\$153,175	\$42,712	\$34,257	\$314,514	\$360,369	\$201,486	2027	2027
2028	\$275,153	\$323,400	\$208,156	\$40,000	\$106,232	\$146,232	\$39,799	\$30,232	\$314,952	\$353,632	\$284,357	2028	2028
2029	\$224,268	\$321,613	\$242,157	\$120,000	\$102,232	\$222,232	\$43,424	\$29,482	\$267,692	\$351,095	\$391,482	2029	2029
2030	\$224,235	\$317,761	\$242,532	\$125,000	\$96,107	\$221,107	\$41,924	\$33,607	\$266,159	\$351,368	\$388,107	2030	2030
2031	\$224,195	\$242,640	\$242,657	\$130,000	\$89,732	\$219,732	\$40,424	\$32,607	\$264,619	\$275,247	\$389,357	2031	2031
2032	\$224,158	\$38,469	\$242,532	\$140,000	\$82,982	\$222,982	\$43,799	\$31,607	\$267,957	\$70,076	\$390,107	2032	2032
2033	\$224,120	\$37,703	\$242,157	\$145,000	\$75,857	\$220,857	\$42,049	\$30,607	\$266,169	\$68,310	\$390,357	2033	2033
2034	\$224,082	\$20,701	\$241,532	\$150,000	\$68,482	\$218,482	\$40,299	\$29,607	\$264,381	\$50,308	\$390,107	2034	2034
2035	\$224,042	\$20,698	\$240,657	\$165,000	\$60,169	\$225,169	\$43,318	\$33,416	\$267,360	\$54,114	\$389,092	2035	2035
2036	\$188,838	\$20,695	\$244,407	\$170,000	\$50,907	\$220,907	\$41,106	\$32,033	\$229,944	\$52,728	\$392,174	2036	2036
2037	\$188,802	\$20,692	\$243,372	\$135,000	\$43,148	\$178,148		\$30,776	\$188,802	\$51,468	\$390,745	2037	2037
2038	\$188,766	\$20,689	\$242,700	\$140,000	\$36,920	\$176,920		\$29,643	\$188,766	\$50,332	\$389,977	2038	2038
2039	\$188,729	\$20,686	\$241,732	\$150,000	\$30,351	\$180,351		\$33,398	\$188,729	\$54,083	\$388,685	2039	2039
2040	\$158,830		\$245,357	\$155,000	\$23,443	\$178,443		\$32,039	\$158,830	\$32,039	\$391,761	2040	2040
2041	\$158,796		\$179,250	\$160,000	\$16,308	\$176,308		\$30,680	\$158,796	\$30,680	\$324,879	2041	2041
2042	\$158,762		\$176,938	\$135,000	\$9,626	\$144,626			\$158,762		\$321,564	2042	2042
2043	\$158,726		\$179,113	\$145,000	\$3,284	\$148,284			\$158,726		\$327,397	2043	2043
	<u>\$3,779,670</u>	<u>\$2,061,688</u>	<u>\$3,910,531</u>	<u>\$2,260,000</u>	<u>\$993,951</u>	<u>\$3,253,951</u>	<u>\$418,854</u>	<u>\$473,990</u>	<u>\$4,198,524</u>	<u>\$2,535,678</u>	<u>\$6,271,637</u>		

(A) Net of hypothetical bid premium of \$51,980 used to offset a portion of interest due on 3/1/2027.

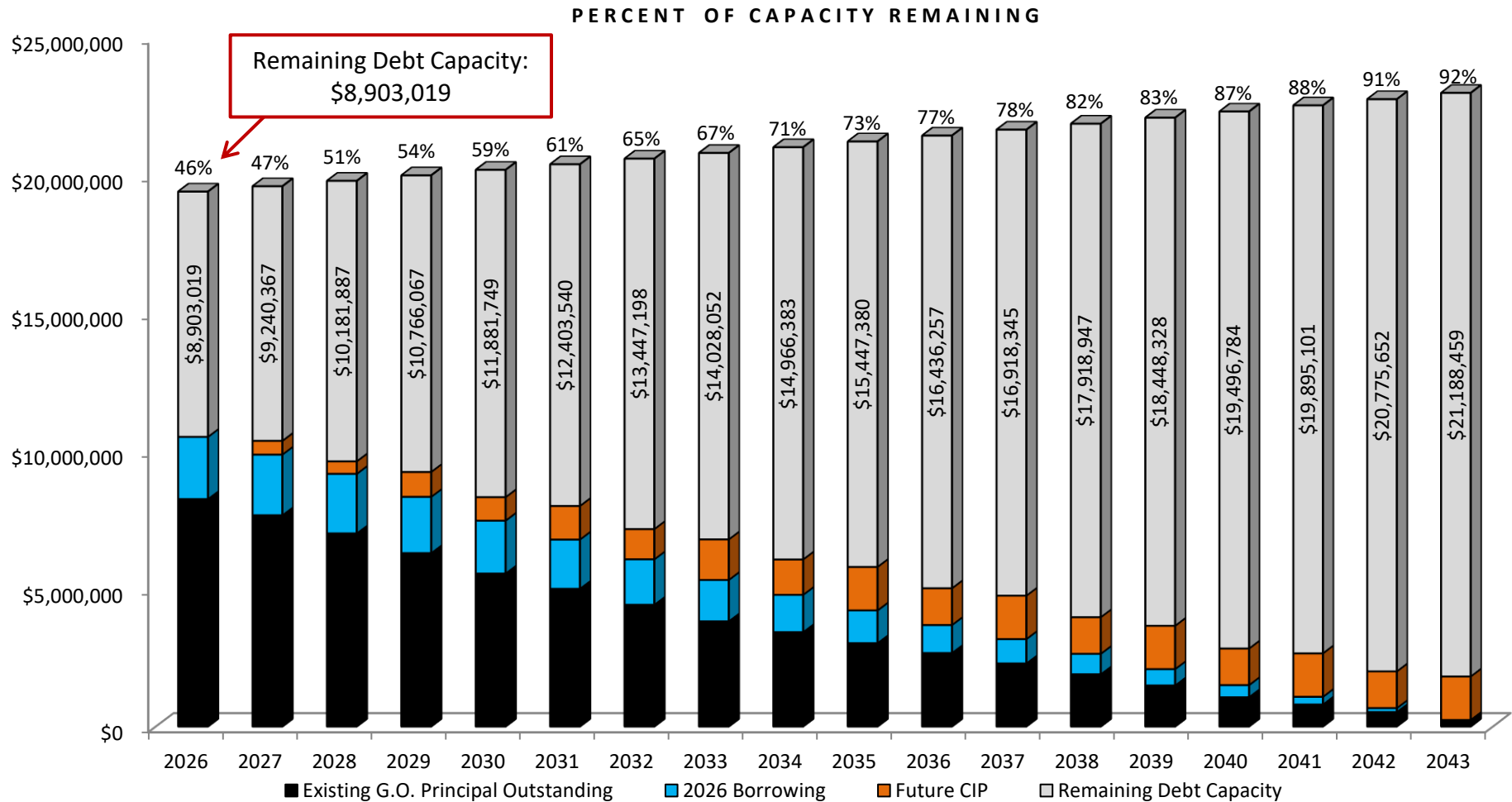
City of Mineral Point

Finance Committee

March 9, 2026



Hypothetical General Obligation Borrowing Capacity: 5% of Equalized Value (TID-OUT)



Note: Future capacity based on 2025 Equalized Valuation (TID-IN) of \$384,709,400 with annual growth of 1.00%.
Assumes future borrowings of \$500,000 starting in 2027 and every other year thereafter amortized over 10 years at 4.00%.
Existing debt service per City documents

RESOLUTION 2026 - 02

RESOLUTION AMENDING THE EMPLOYEE POLICIES AND PROCEDURES

WHEREAS, the Common Council of the City of Mineral Point ("Council") wishes to update the Employee Handbook, now referred to as the Personnel Policy ("Policy");

WHEREAS, the City Council adopted the Manual in 2020;

WHEREAS, the City Council has drafted a Personnel Policy to replace the current Employee Handbook;

WHEREAS, the Personnel Committee has reviewed a draft of the Personnel Policy and reviewed comments from City Council and City Employees on March 5, 2026;

WHEREAS, the City Council deems it to be in the best interest of the public to update the Manual;

THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Mineral Point, Wisconsin that, effective April 1, 2026, the Personnel Policy shall be as shown on the attached Exhibit A.

Adopted and approved this 10TH day of March, 2026.

APPROVED:

Danny Clark, Mayor

ATTEST:

Christy Skelding, City Clerk-Treasurer

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

Upon roll call vote, the following voted Aye: _____

The following voted No: _____

The Mayor declared the resolution adopted.

PERSONNEL POLICY RECEIPT AND ACKNOWLEDGEMENT

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

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

PRINT FULL NAME: _____

EMPLOYEE SIGNATURE: _____

DATE: _____

WITNESS: _____

[Insert City Graphic]

CITY OF MINERAL POINT PERSONNEL POLICY

Adopted [Date]

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INTRODUCTION

PURPOSE

This Personnel Policy ("Policy") is intended to serve as a general reference to the employment procedures, rules, and regulations of the City of Mineral Point. It is the employee's responsibility to read and become familiar with the information in this Policy and to follow the procedures, rules, and regulations contained herein. If an employee has questions regarding this Policy or matters that are not covered in it, they should discuss those issues with the City Administrator or City Clerk-Treasurer.

This Policy is issued as the official understanding of the obligations of the City and its employees to each other, and to the public. They are to ensure consistent personnel practices designed to utilize most effectively the human resources of the city in the achievement of its goals and objectives. The City Council assumes final responsibility for adopting personnel policies and policy revisions. The Mayor and City Administrator work with the Personnel Committee on the implementation of policies and procedures. Where library policies are concerned, the Library Board works with the Library Director on the implementation of policies and procedures. Any reference in this Policy to the City or City Council shall apply to the Library or Library Board whenever appropriate. Any reference in this Policy to the City Administrator shall apply to the Library Director whenever appropriate.

APPLICATION

In the event any provision of this Policy conflicts with any collective bargaining agreement, City of Mineral Point Police Department Policies, City ordinance, state or federal law, administrative rule, or rules adopted by the Library Board, those terms and conditions prevail. In all other cases, the provisions of this Policy shall apply.

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

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

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

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

ORGANIZATIONAL STRUCTURE

The ultimate decision concerning policy in the city resides by law with the City Council under the leadership of the Mayor. The City Administrator is the primary professional advisor to the Council and head of the management team. Department Heads are members of the management team and report to

the City Administrator. The Police Chief reports to the Mayor. This organizational structure is a means of establishing orderly lines of organization and communication to promote effective and efficient services.

All staff members and Department Heads shall be responsible to the Council and/or Library Board and the Mayor through the City Administrator/Library Director. Each shall refer matters requiring administrative attention to his/her Department Head, who shall refer such matters to the next higher authority, when necessary, and through the Administrator/Library Director to the appropriate committee, Library Board, or Mayor. Each employee is to keep their Department Head informed of the employee's activities by whatever means the Department Head deems appropriate. If that employee has any questions, opinions, or suggestions about the information contained in this Policy or about any other aspect of his/her job, then those questions, opinions, or suggestions must be directed through the organization's lines of communication.

Any employees who receive directives or requests from any individual citizen, business representative, or elected or appointed official are to immediately report such directive or request to the employee's Department Head. No specific directives or requests from such persons are to be fulfilled unless permission to do so is given by the employee's Department Head.

Generally, if an employee has a problem with another employee or City official, then the employee is encouraged to approach that person first and attempt to resolve the conflict. If that does not resolve the problem, then the employee must address the problem through the employee's Department Head and onward through the organization. In some cases, the employee's Department Head may decide to refer the problem through the organization where it can be addressed by another Department Head or the City Administrator/ Library Director. If an employee feels harassed by another person based on the employee's protected status, then the employee is directed to follow the harassment reporting procedures in this Policy.

EQUAL OPPORTUNITY EMPLOYMENT

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

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

Any employee who has a problem or concern in any matter relating to equal employment opportunity should discuss it as soon as possible with the employee's Department Head or the City Administrator/Library Director.

EMPLOYEES WITH DISABILITIES

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

LIGHT DUTY

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

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

UNLAWFUL HARASSMENT

The City is committed to providing a work environment in which employees are treated with courtesy, respect, and dignity. The City will not tolerate any form of unlawful harassment with regard to an individual's race, color, religion, creed, sex, sexual orientation, pregnancy, national origin, ancestry, age, disability, marital status, arrest or conviction record, veteran status, or any other protected characteristic by an employee, elected official, or third-party. Violations of this policy will not be tolerated and may lead to disciplinary action, up to and including termination.

Harassment is generally defined as unwelcome verbal or non-verbal conduct, based upon a person's protected characteristic, that denigrates or shows hostility or aversion toward the person because of the characteristic and which affects the person's employment opportunities or benefits, has the purpose or effect of unreasonably interfering with the person's work performance, or has the purpose or effect of creating an intimidating, hostile or offensive working environment. Harassing conduct includes, but is not limited to: epithets; slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on their protected characteristic.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature. Examples of sexual harassment include: unwelcome or unsolicited sexual advances; displaying sexually suggestive material; unwelcome sexual flirtations, advances or propositions; suggestive comments; verbal abuse of a sexual nature; sexually oriented jokes; crude or vulgar language or gestures; graphic or verbal commentaries about an individual's body; display or distribution of obscene materials; physical contact such as patting, pinching or brushing against someone's body; or physical assault of a sexual nature.

Any behavior is considered unlawful harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term

- or condition of an individual's employment;
- 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Reporting:

Any employee who becomes aware of an incident of unlawful harassment, whether as a victim, witness, or as someone with knowledge, must report the incident to a department head, City Clerk, City Administrator, or the Mayor.

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

Upon receipt of an allegation of unlawful harassment, the City will promptly investigate the matter and take appropriate remedial action. Any employee who violates this policy may be subject to disciplinary action, up to and including discharge. Any elected official or third-party who violates this policy will be addressed as appropriate.

The City will conduct its investigations in a discreet manner and proceed with due regard for the privacy of the individuals involved; however, the City cannot guarantee confidentiality. The City will not retaliate against an employee who reports a violation of this policy or participates in the investigation of such violation. It is the City's policy to encourage discussion of such matters to help protect others from being subjected to similar unlawful behavior. If, after investigating any complaints of harassment or unlawful discrimination, the City determines that the complaint is not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

DISCIPLINE & GRIEVANCE PROCEDURE

DISCIPLINE

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

PROCESS

The following are the steps in the discipline process:

1. **First offense:** Oral Warning
2. **Second offense:** Written reprimand and warning:
3. **Third offense:** Suspension. For non-exempt employees, the suspension shall range from 1-5 days, depending on the nature of the offense, without pay. For exempt employees, the suspension will be for a full week or may entail the loss of vacation pay
4. **Fourth offense:** Discharge

Depending upon the nature of an offense and the employee's disciplinary history, any step in the disciplinary sequence may be omitted.

These important factors will be considered in all applications of disciplinary actions:

1. The seriousness of the offense.
2. The employee's past record.
3. The circumstances surrounding the particular case.

REASONS FOR DISCIPLINE

The following rule violations will be reasons for disciplinary action, which are not all inclusive or limited to those listed.

1. Ignoring safety rules or common safety practices.
2. Violation of city policies and/or procedures.
3. Failing to cooperate with others.
4. Substandard quality or quantity of work.
5. Failure to complete assignments promptly and/or accurately.
6. Running, scuffling, throwing articles, horseplay or disorderly conduct of any kind.
7. Failing to report occupational injury promptly to Department Head, whether medical attention required or not.
8. Unauthorized soliciting of funds or distribution of literature on City property. Unauthorized posting or removal of notices, signs or writing in any form on bulletin boards, or City property at any time.
9. Unexcused or excessive tardiness or absence.
10. Failure to represent City in a positive and professional manner during working hours.
11. Leaving an assigned work area during working hours for any reason without authorization from a Department Head, except for lunch, coffee break and break and going to and from the restroom.
12. Gambling on City property and during City time including the distribution of gambling material.
13. Leaving work before the end of the shift or not being ready to begin work at the start of a shift or working overtime without the permission of a Department Head.
14. Loafing or spending unnecessary time away from the job.
15. Inefficiency, negligence or lack of effort on the job.
16. Unauthorized possession or use of any City property, equipment or materials.
17. Contribution to unsanitary conditions or poor housekeeping.
18. Smoking in unauthorized or restricted areas, including city vehicles.
19. Unauthorized presence on City premises outside of employee's scheduled work hours.
20. Use of City property or time for the personal financial gain of an employee other than the full-time employment as a City employee.
21. Untruthfulness.
22. Harassment of any kind

23. Abusive language or disrespectful behavior.
24. Substantiated complaints by co-workers, Department Heads or customers concerning the employee's misconduct or performance.
25. Abuse or inconsiderate treatment of employees or customers, or inability to cooperate with Department Heads.
26. Sleeping during working hours.

REASONS FOR DISCHARGE

Violation of any of the following rules, which are not all inclusive or limited to those listed, will be considered adequate reason for discharge for the first offense.

1. Possession, carrying or being under the influence of intoxicating beverages or narcotics on City property.
2. Stealing or attempting to steal property from any individual on City premises, or stealing or attempting to steal property from the City.
3. Bodily assault upon any person, or fighting on City property.
4. Immoral or indecent conduct on City premises.
5. Possession of firearms or any dangerous weapons (or explosives) on City property except as expressly authorized by law.
6. Threatening, intimidating, coercing, or interfering with other employees.
7. Insubordination to Department Head, refusal to perform Department Head's assignments, or directing abusive or threatening language at any City Department Head, City employee or City representative.
8. Disclosing business information of a confidential or sensitive nature to unauthorized persons, or any action by an employee that might create poor public relations.
9. Falsification of employment application, time cards or other City records.
10. Failure to maintain required certifications, licenses etc. of the position.
11. Fraud committed by knowingly accepting pay for operations not performed or time not worked.
12. Acts of sabotage or other interference with City projects.
13. Defacing City property.
14. Conviction of a felony that is substantially related to the employee's job duties.
15. Absence for three consecutive working days without notifying the Department Head.
16. Inciting other employees to riot.
17. Participating in an unauthorized work stoppage or slowdown or interfering with production
18. Unsafe operation of equipment in a negligent manner or destruction of City material or property or the property of fellow employees.
19. Use of keys issued to City employees for purposes other than for work related activities.
20. Untruthfulness.
21. Harassment of any kind
22. Abusive language or disrespectful behavior.
23. Substantiated complaints by co-workers, Department Heads or customers concerning the employee's misconduct or performance.
24. Abuse or inconsiderate treatment of employees or customers, or inability to cooperate with Department Heads.

GRIEVANCES

Purpose

This policy is intended to comply with Section 66.0509 of the Wisconsin 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.

Nothing in this procedure is intended to create a legally binding contract or to change the at-will nature of employment with the city, as the city reserves its management rights to exclusively manage its operations in the best interest of the taxpayers of the City.

Employment with the city is voluntarily entered into and employees are free to resign at any time with or without cause. Similarly, the city may terminate the employment relationship at will at any time for any reason or no reason, provided there is no violation of applicable federal, state, or local law. Issues not covered under the grievance procedure should be discussed first with your Department Head. Subsequently, the issue may be discussed with the Department Head and finally the City Administrator.

Definitions

"Grievance" is defined as any disagreement between this employer and an employee arising out of that employee's termination or discipline, or arising out of a decision concerning workplace safety. A grievance is not valid for any other purpose and 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 use of a performance improvement plan or job targets;
- Demotion, transfer or change in job assignment for non-disciplinary reasons; or
- Other personnel actions taken by the employer that are not a form of progressive 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 resignation;
- Layoff or failure to be recalled from layoff at the expiration of the recall period;
- Retirement;
- Job abandonment, "no-call, no-show", or other failure to report to work; or
- Termination of employment due to the inability to perform the essential functions of the job with or without reasonable accommodations, lack of qualification or license, or other inability to perform job duties.

"Workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

GRIEVANCE PROCEDURE

Informal Resolution

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

Formal Resolution

a. **Form:** 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/remedy sought,
- A detailed explanation of the facts supporting the grievance; Include any and all known events, actions, dates and witnesses underlying the employee's termination or discipline, or decision concerning workplace safety.
- 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 Department Head; and
- The employee's signature and the date.

b. **Burdens:** The employee must establish, by a preponderance of the evidence that the employer acted arbitrarily and capriciously in terminating or disciplining the employee or in regards to workplace safety. If the employee is successful in such a showing, a rebuttable presumption arises that the grievance is sustained. The burden then shifts to the employer to show, by a preponderance of the evidence, that it had a rational basis for any termination, discipline, or decision concerning workplace safety. If the employer is successful in such a showing, the burden then shifts back to the employee to establish, by a preponderance of the evidence, that the rational basis established by the employer is merely pretext for acting arbitrarily and capriciously.

c. Procedure

Step 1: Written Grievance Filed with the Department Head. The employee must prepare and file a written grievance with the Department Head within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/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 City Administrator, who shall conduct the Step 1 investigation.

Step 2: Review by City Administrator. If the grievance is not settled at Step 1, the employee may appeal the grievance to the City Administrator within five (5) business days of the receipt of the decision of the Department Head at Step 1. The City Administrator or his/her designee will review the matter and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance.

Step 3: Impartial Hearing Officer. If the grievance is not settled at Step 2, the employee may request in writing, within five (5) business days following receipt of the City Administrator's decision, a request for review by an impartial hearing officer. The City of Mineral Point shall select the impartial hearing officer. The hearing officer shall not be a City of Mineral Point employee. The impartial hearing officer will determine whether the City 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. The impartial hearing officer shall be strictly confined to determining whether the employer had a rational basis for the termination, discipline, or decision concerning workplace safety. If the impartial hearing officer determines that the employer acted arbitrarily and capriciously in regard to an employee's termination or discipline, or decision concerning workplace safety, the hearing officer will communicate with the parties to engage in conciliation concerning what remedy is appropriate, or, if such fails, will order a remedy for the termination, discipline, or decision concerning workplace safety. The impartial hearing officer shall render a written decision as soon as possible to both the employer and the employee.

Step 4: Review by the Governing Body. If the grievance is not resolved after Step 3, the employee or the City 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 City Council.

The City Council/Library Board shall not take testimony or evidence; it shall examine any records produced at the hearing before the impartial examiner and determine whether a rational basis exists for the examiner's written decision. Findings of fact shall be upheld unless they are clearly erroneous. The Council shall not conduct a de novo hearing, nor substitute its judgment for that of the hearing examiner. The City Council/Library Board shall decide the matter by majority vote and this decision shall be final and binding.

d. **Time:** An employee may not file or process 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.

e. **Compensation:** An employee will not be compensated for time spent in processing his/her grievance through the various steps of the grievance procedure.

f. **Costs:**

1. Any fees, costs, or expenses charged by the impartial hearing officer, if any, shall be borne equally by the employer and the employee. Either the employer or the employee may request a transcript of any proceedings and shall bear such cost individually. However, if both the employer and the employee desire a transcript of any proceeding, the cost shall be borne equally.
2. The expenses relating to the use of employee and non-employee witnesses shall be borne by the party at whose request such witnesses or depositions are required. Any aggrieved employee time spent on the hearing or any proceeding shall be unpaid. To the greatest extent practical, the employee must provide at least three (3) weeks' notice of their intent to utilize a current employee at a proceeding so that the employer and current employee can make the appropriate scheduling arrangements.

3. Any and all attorneys' fees which may result from proceedings held under this written procedure shall be borne exclusively by the party retaining the attorney. Either the employer or the employee may retain the services of an attorney at any stage of the proceedings.

EMPLOYMENT STATUS

NATURE OF EMPLOYMENT

Except as specified in a valid collective bargaining agreement or an individual employment contract, or as otherwise provided by law, City employment is "at-will." This means an employee may be terminated with or without cause or with or without notice at any time, at the option of either the employee or the City. This Policy does not modify or limit the employment-at-will relationship.

EMPLOYEE CLASSIFICATIONS

An employee is defined as a person who works for the city for compensation in the form of wages or salary and excludes unpaid volunteers, elected officials, independent contractors, and persons appointed to serve on boards, commissions, or committees.

Each employee is classified as full-time, part-time, limited part-time, casual, substitute, or seasonal. This classification is maintained in an employee's record and determines his or her eligibility for employee benefits. A temporary change of hours, normally of less than one month duration, does not affect an employee's classification. Worked hours will be reviewed periodically to verify the accuracy of an employee's employment classification. If reclassification is necessary, the employee will be notified. Please see the City Administrator regarding questions as to classification.

The classifications are defined as follows:

Full-Time: An employee who is normally scheduled to work a regular work week of forty (40) hours, fifty-two (52) weeks per year less authorized paid time off. A full-time employee is eligible for those benefits described in this Policy.

Part-Time: An employee who is normally scheduled to work less than a regular work week of forty (40) hours per week, but at least twenty (20) hours per week, fifty-two weeks per year less authorized paid time off. Part-time employees are not eligible for the employee benefits set forth in this Policy, unless specifically stated.

Limited Part-Time: An employee who is normally scheduled to work less than a regular work week of twenty (20) hours per week, fifty-two (52) weeks per year. Limited part-time employees are not eligible for the employee benefits set forth in this Policy, unless specifically stated.

Seasonal: An employee in the service of the City on a temporary basis for fewer than 52-consecutive weeks and fewer than 1,200 hours in any given twelve (12) month period and are not eligible for benefits.

Casual Employees: An employee who does not have regular or systematic hours of work or an expectation of continuing work. A typical casual employee is employed on a daily basis when the need arises. Casual employment is occasional or incidental employment that occurs irregularly.

Substitute Employees: An employee who is employed in the absence of other employees to fill in for the absence. A typical substitute employee is employed when the need arises for the duration of and for the purpose of addressing the need.

HOURS OF WORK, ATTENDANCE, AND PAY POLICIES

OFFICE HOURS

Regular office hours for City Hall are Monday – Friday from 8:00 a.m. – 4:30 p.m., with the exception of summer hours from the week of Memorial Day through the week of Labor Day. Summer Hours are Monday – Thursday from 7:30 a.m. – 5:00 p.m. and Friday from 7:30 a.m. – 11:30 a.m.

Streets Department standard shift is 7:00 a.m. to 3:30 p.m., Monday through Friday during the winter months, and 6:00 a.m. to 4:00 p.m. Monday through Thursday, during the spring, summer, and fall months. Shifts are subject to seasonal and weather impact changes.

Parks Department and Water/Waste Water Treatment Department standard shift is 7:00 a.m. to 3:30 p.m.

WORK HOURS

The normal work week for full-time City employees is forty (40) hours on a schedule maintained by the individual Department Heads. All work schedules and all changes in work schedules must be approved by the City Administrator before such schedules or changes are implemented.

All employees are expected to report for work on their assigned work day or shift on time and to remain at their place of work until the end of the assigned work day or shift. It is the responsibility of each Department Head to ensure that their employees report to work on time and work for the assigned period.

Due to the changing nature of a municipal service organization and the demands placed upon it, the City reserves the right to alter work schedules at any time, to improve the quality of services provided by the City. Please contact the City Administrator to request temporary changes to work schedules.

Police Department employees may have different hours, and the hours for represented employees are specified in the applicable collective bargaining agreement.

ATTENDANCE

Regular attendance is required of every City employee. It is the employee's responsibility to be on the job on time each day, ready to work, to return on time from scheduled breaks and lunch breaks, and to remain working until the end of the scheduled shift. Although there are justifiable reasons to take off from work, employment assumes the availability for work and excessive absenteeism and/or excessive tardiness will lead to discipline, including discharge.

Reporting: If an employee must be absent or late on any work day, he or she is to notify their Department Head or his/her designee as early as possible, but no later than the employee's scheduled start time that

day. Unless approved by a Department Head, an absence will be considered an unexcused absence, and each scheduled work day that an employee is absent or late is a separate incident. Unexcused absences from work for three consecutive scheduled work days without calling in or notifying the employee's Department Head is considered a voluntary resignation. Exceptions may be granted for a valid reason.

UNPAID MEAL PERIODS

Full-time non-exempt employees under the Fair Labor Standards Act may take a 30-minute, unpaid meal period away from their workstation during the workday. Any request for changes in the length of meal periods must be made and evaluated in the same manner as alternate work schedules. The time at which meal periods are to be taken shall be determined by the Department Head. Meal periods shall be scheduled so as not to interrupt services as needed.

BREAK PERIODS

Unless otherwise specified by contractual agreement, full-time employees shall be granted two (2) paid rest periods during each eight (8) hour workday not to exceed fifteen (15) minutes each, with each such rest period occurring whenever possible, approximately in the middle of each half of the workday. The time at which these rest periods are to be taken, shall be determined by the Department Head.

Paid rest periods must be taken in the immediate area of work. Employees may not travel to another work site or City building to take break time. Paid rest periods are not to be considered or used as a meal period.

Part-time employees shall be granted a paid rest period not to exceed fifteen (15) minutes, provided they are scheduled to work at least a four (4) hour block of time during the work day. Rest periods for part-time employees shall be governed and administered in the same manner as rest periods for full-time employees.

PAY PERIODS/TIME RECORD

The pay period for city employees is bi-weekly and by way of direct deposit only. Payroll is prepared and distributed on the Friday following the two-week pay period. Salary or wage advances are prohibited.

Online bi-weekly time sheets are to be kept for each employee, and Department Heads should familiarize their employees with the use of the time reporting software. Every employee is required to complete a bi-weekly time record in accordance with approved format and record the hours worked, vacation time, sick leave, personal holidays, family leave, compensatory time, and other leave. Employees must submit their bi-weekly time sheet to their Department Head for approval at the conclusion of the work period. The time sheets reflect two weeks starting on Monday and ending on Sunday.

Department Heads must submit their bi-weekly time sheet to the City Administrator or City Clerk for approval after the work period. Under all circumstances, all time sheets must be submitted to the Clerk-Treasurer for processing no later than 10:00 a.m. on the first workday following the conclusion of the work period. Employees whose time records are incomplete or are not received by the payroll deadline will not receive pay for that period until the next pay period. It is the Department Head's responsibility to complete and approve the time record in case an employee is sick, on vacation, or on other approved leave for an extended period. Employees must fill out and sign their own time cards. Failure to do so will result in disciplinary action.

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

OVERTIME

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

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

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

COMPENSATORY (COMP) TIME

Non-exempt employees under the Fair Labor Standards Act may receive compensatory time off in lieu of overtime pay at a rate of 1 ½ hours for each (1) hour of overtime worked. Accrual for compensatory time shall be capped at 60 hours. If an employee exceeds 60 hours during a calendar year, he/she shall be paid overtime for those hours. Compensatory time shall be taken when mutually agreed upon between the Department Head and the employee. Any compensatory time not scheduled to be used by December 31st will be paid out in the employee's last paycheck of the calendar year. The City Administrator may permit compensatory time to be carried over.

FLEX TIME

Exempt employees who are required to work beyond their customary working hours are allowed to accrue flex time on a straight-time basis (1.0 times) for hours worked in excess of their customary working hours. Flex time banks may be accumulated up to 80 hours unless additional hours are approved by the Common Council for good cause. Any flex time bank balance that is not used by the end of the year will be forfeited, unless approved for carryover by the City Administrator. Unused flex time will not be paid out. Flex time shall be used under the following conditions:

1. Each Department Head will ensure coverage during each department's core hours of operation.
2. Employees shall be responsible for attending all mandatory department meetings and training.
3. The level of service must be maintained.
4. Assigned work must still be completed in a timely manner.

TIME OFF AND LEAVE OF ABSENCE POLICIES

VACATION

A regular full-time employee shall earn vacation on the basis of 1/12th of the annual vacation allowance for each month of employment based upon the years of service reached by the employee during the year. A month is considered fifteen (15) or more calendar days. Regular full-time employees shall have access to their annual vacation allowance on January 1 each year. New regular full-time employees shall receive the vacation allowance for their first calendar year of employment upon the employee's date of hire. Vacation time may be requested by the hour; 1 day = 8 hours. Vacation is earned on the following schedule:

Start (after June 30)	5 days
Start (before July 1)	10 days
After 1 year	15 days
After 5 years	20 days
After 10 years	25 work days

Vacation time accrues from the beginning of the calendar year and must be used before January 31 of the following year or shall be forfeited. Employees who are unable to, due to circumstances beyond their control, may request to carry-over up to two (2) weeks of vacation. The request must be in writing and made to the City Administrator/Library Director, or in the case of the City Administrator or Library Director to the City Council or Library Board. If the request is granted, the carried-over vacation must be taken on or before June 30 of the carryover year or a later date approved by the City Council or Library Board.

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

Employees must request vacation time from their Department Head. Vacations will be approved by the Department Head, taking into consideration the City's operational needs, including the time of year, workload, and the availability of other employees to fill in for an absent employee. A Department Head need not approve a vacation request if an employee's absence may impair the City's ability to meet its responsibilities. Department Heads shall inform the Clerk/Treasurer of approved time off.

Personal Holiday

In addition to vacation time, all full-time employees receive 16 hours of floating holiday time per year. This may be used anytime during the year with Department Head approval. Personal Holidays shall not be carried over into the following year.

Accrual for Newly Hired Employees

Newly hired employees who possess at least five (5) years of prior work experience in similar position, may be granted credit for additional years of service, only for the purposes of vacation accrual. The number of additional years of service granted by the City Council shall be determined on a case-by-case basis, depending upon the individual's prior work experience and the relationship of that prior work experience to the employee's hired position. The additional years of service granted by the City Council may not be immediately granted, but rather, may be granted contingent upon successful completion of the probationary period.

HOLIDAYS

Full-time employees shall be entitled to ten (10) paid holidays each year. Part-time employees shall be entitled to pro-rated holiday pay. The paid holidays are:

HOLIDAYS	
New Year's Day	Thanksgiving Day
Friday Before Easter	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	
Veteran's Day	

Holiday pay shall be paid on the first payroll after the designated holiday. Holiday pay shall be computed on the basis of the number of hours in a regularly scheduled work day, not to exceed eight (8) hours per designated holiday.

If any of the above-mentioned full-day holidays fall on a Sunday, the following Monday shall be considered the holiday. If any of the above-mentioned holidays fall on a Saturday, the last regularly scheduled workday shall be considered to be the holiday. If Christmas Eve falls on a Friday, the previous Thursday shall be considered the eve holiday and Friday shall be considered the Christmas Holiday. If Christmas Eve falls on a Saturday, the holidays shall be taken on Friday and Monday. If Christmas Eve falls on a Sunday, the following Monday and Tuesday shall be considered holidays.

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

CALL IN PAY

If a non-exempt employee is called in to work in the event of an emergency occurring outside the employee's normal working hours, as determined by the employee's Department Head, the employee will receive 2 hours at time and a half pay as a minimum for work performed by the employee as a result of the call in and only if the employee is required to report to the onsite work location. The city's decision as to whether an employee should receive the two-hour minimum pay shall be final. Employees are required

to perform any call-in responsibilities in the most efficient manner possible in the interests of the city. Employees must respond to calls from the city or as required by the city in a timely manner. When a dept. head provides advance notice of adjusted work hours, this is not considered an emergency call-in.

SICK LEAVE

Paid sick leave is earned by regular full-time and regular part-time employees only. Every eligible employee who has earned sick leave credits shall be eligible for sick leave for any period of absence from employment that is due to illness, bodily injury, exposure to contagious disease, parental leave, medical and dental appointments, **to assist an immediate family member with medical or dental appointments, to attend the day of surgery for an immediate family member, and when necessary to attend to dependent children who are sick.** Other uses of sick time may be approved by the City Administrator and/or the employee's Department Head.

Full-time employees shall accrue sick leave at the rate of eight (8) hours per full calendar month worked (maximum of 96 hours per year) to a total maximum of 1,440 hours. Regular part-time employees shall accrue sick leave at a prorated amount of the rate for full-time employees to a maximum of 1,440 hours. Illness extending beyond earned sick leave will be charged against earned vacation time.

The immediate family consists of the spouse, partner, parent, and/or dependent children. A dependent child is defined as an employee's natural blood-related child, adopted child, step-child, foster child, a child placed in an employee's legal custody, or a child for which an employee is acting as the parent in place of the child's natural blood-related parent. The child must be under the age of 18 or if over the age of 18, incapable of self-care due to a mental or physical disability.

Sick leave is approved on an individual basis by the employee's Department Head. Employees who call in sick must contact their Department Head before the start of their workday. If it is determined that no effort was made by an employee to contact their Department Head, the City Administrator, or the City Clerk-Treasurer of their sick leave absence, the leave will be charged against vacation time.

The City may require a healthcare provider's certificate to verify the illness of the employee or immediate family member. Employees must notify their Department Head as soon as they become aware, or at least 30 days in advance, for elective type medical situations (surgeries, procedures etc.) when requesting time off.

If an absence extends beyond three work days, a health care provider's excuse must be provided upon return to work or sick leave will not be paid for days of absence. An employee whose absences are excessive or follow a pattern may be required to furnish such health care provider's certificate for any absence, regardless of length.

PERSONAL LEAVE

The City, in its sole discretion, may grant a leave of absence without pay upon a written request provided to the Administrator outlining the basis for such leave. The leave request must be approved by the employee's department head, administrator, and the Personnel Committee, or the Library Board for library employees.

Unless specified by law, all unpaid leave for medical reasons shall be granted only after all available accrued sick leave, paid vacation, compensatory time, and/or flex time have been utilized.

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

BEREAVEMENT LEAVE

Employees shall be granted (3) days paid leave of absence in the event of a death in the employee's immediate family. Bereavement leave pay shall be calculated on the basis of the number of hours the employee would normally be scheduled to work. Employees must notify their Department Head as soon as possible when a death in the family occurs so that alternate work arrangements can be made.

Because the death of either a spouse, mother, father or child may have long lasting effects, circumstances under these conditions may require employees to be away from work for a longer period than three (3) days. Employees should be encouraged to openly communicate with their Department Heads in order for the city to accommodate employees. Employees may be granted (1) day paid leave of absence to attend the funeral of a person in their non-immediate family or at the discretion of the City Administrator.

For purposes of bereavement leave, immediate family includes the following:

Parent (including step)	Brother-in-Law	Father-in-Law
Mother-in-Law	Sister-in-Law	Spouse
Sibling (including step)	Child (including step)	Grandparent
Grandchild	Domestic Partner	

Non-immediate family includes the following:

Uncles	Aunts	Nieces
Nephews		

PARENTAL LEAVE POLICY

Effective February 1, 2021, all City of Mineral Point employees who meet the eligibility criteria and have a qualifying event, shall receive 8 weeks (prorated for less than 1.0 FTE) of non-paid parental leave once per year. The purpose of this leave benefit is to provide employees additional flexibility and time to bond with their new child, adjust to their new family situation, and balance their personal obligations. Employees may utilize their sick leave, vacation, compensatory time, and flex time to make the parental leave paid in full or in part. Please see the City Clerk-Treasurer for definitions and procedure.

NURSING MOTHERS

The city provides a supportive environment to enable mothers to express their milk during work hours. Breastfeeding employees who choose to continue providing their milk for their infants after returning to work shall receive:

- Reasonable break time to express milk during work hours. Such break time will be provided each time the employee needs to express milk for up to one year after the child's birth. Breaktime that

may be needed beyond the usual break times may be unpaid if permitted by state law, or the employee may elect to use vacation or make up the time as negotiated with management.

- A private room to express milk will be provided. The room will be private and clean and have an electrical outlet. The room location will be identified through a discussion with the employee's department head.

Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm, for any reason, including improper storage, refrigeration, and tampering. It is expected that nursing mothers will provide their own equipment for expressing milk, including breast pump and containers. Employees who wish to express milk during the work day shall keep Department Heads informed of their needs so that appropriate arrangements can be made for the employee and the city.

JURY DUTY OR WITNESS LEAVE

Employees summoned for jury duty or to appear as a witness in a legal proceeding on a scheduled work day shall receive their regular pay during the period of their absence, provided the employee shall remit to the City an amount equal to the compensation paid for being a juror or witness, excluding mileage and parking. Employees shall notify their Department Head immediately upon receipt of such a summons. Employees are considered to be a witness only when not a party and compelled to attend by subpoena. An employee's status for the purpose of determining seniority, status, responsibility, and salary shall be unaffected by jury duty or witness leave. Employees required by subpoena to appear as a witness in any legal proceeding that arose out of or related to their duties as a City employee shall be paid for such time, even if that time is outside normal work hours.

MILITARY LEAVE

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

BLOOD DONATION LEAVE

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

VOLUNTEER FIRE & EMS LEAVE

All Employees who are volunteer members of the Mineral Point Fire Department or Mineral Point Rescue Squad generally shall be entitled to leave with pay for work that is missed during the period of time necessary to respond to a fire or emergency call when the pager goes off. However, Department Heads may, in their discretion, refuse to permit an employee to respond to a call if efficient or safe City operations would be compromised by the Employee's absence.

VOLUNTEER LEAVE

Employees who have accrued 80 hours of sick leave may utilize up to eight (8) hours of sick leave per year to participate in volunteer activities without loss of pay, with the approval of the City Administrator. Volunteer leave may be used for volunteer activities with a 501(c)(3) nonprofit

organization, school or school booster club, a non-partisan election purpose (such as observing or working an election), or other community organization approved by the City Administrator.

Volunteer leave may not be used for any of the following:

- Political purposes
- Religious purposes where the only recipients of the service are the constituents of the religious entity (e.g. painting and maintenance of a church building, evangelism, serving on the church board, etc.); this restriction does not include an event that has a connection to a religious organization but the purpose is to meet human, environmental, or public safety community needs (e.g. food pantry, soup kitchen, clothing drive, etc.).
- An organization that discriminates based on creed, race, color, national origin, religion, age, disability, sex, gender identity, sexual orientation, marital status, pregnancy, or any other legally protected classification.

SICK LEAVE DONATION PROGRAM

The purpose of the Sick Leave Donation Program is to permit an employee to donate sick leave to another employee. This program permits such a donation to occur when an employee has a need for additional paid leave because they have exhausted all paid leave and have a serious medical hardship, are on parental leave, or have a catastrophic illness or injury. The employee's need may arise from his or her own serious medical hardship or catastrophic illness or event, has experienced the loss of an immediate family member, or has a need to care for a family member (including a spouse, child, or parent), who has a serious medical hardship or catastrophic illness. This program is not intended to cover an employee who has a common illness, has an illness or injury covered by workers' compensation, or has incurred injury during the course of committing a felony or other unlawful act. Similarly, this program is not intended to provide leave to any employee who has previously abused any paid leave.

Recipient Eligibility:

To be eligible to receive donated sick leave, an employee must:

- Provide documentation for non-work related, seriously incapacitating illness or injury as certified by a health care provider for self or member of the immediate family OR, has suffered the loss of a spouse or child OR, has suffered a catastrophic event OR, is on Parental Leave;
- Exhausted or about to exhaust all paid time off.
- Not have offered anything of value in exchange for the leave donation.

Employees are ineligible to use this program during any disciplinary suspensions or if they are receiving, or have applied to receive, workers' compensation benefits.

Donor Guidelines:

- The donation of sick leave is strictly voluntary.
 - Banked sick leave cannot be used for a donation.
 - Donor must retain a minimum of 40 hours of sick leave for personal use.
 - The maximum donation is 80 hours in a calendar year.
 - The Recipient may return unused donations by the end of the calendar year, if not needed.
- The Donor may not revoke the transaction, even if it has not yet been paid.
- Employees cannot borrow against future sick leave.

- Employees who are currently on an approved leave of absence cannot donate sick leave.
- NOTE: these payments are to be considered wages, and therefore taxable income to the recipient. The IRS has also ruled that the donating employee realizes no income and incurs no tax-deductible expense or loss, either upon donation or payment to the recipient.

Administrative Responsibilities:

- Prior to the first donation(s) to an employee, the City Administrator will verify the eligibility of the named recipient (i.e. employee status).
- The City Administrator will notify the Mayor of all requests to donate sick leave, and the approval or denial of the request(s).
- Sick leave will be donated using the “Sick Leave Donation Form.” Donated sick leave will be transferred from the donor’s sick leave account to the recipient’s sick leave account. The donation of sick leave is on an hourly basis, without regard to the dollar value of the donated or used leave.

EMPLOYEE BENEFITS

HEALTH AND DENTAL INSURANCE

The city provides group health and dental insurance to eligible employees. Insurance is effective on the first of the month following an employee’s start date. Plan details are outlined in separate plan documents issued when an employee becomes eligible to participate; additional copies are available from the Clerk-Treasurer. The City reserves the sole discretion to determine what insurance and level of benefits to offer. Employees may be required to contribute toward the cost of the monthly premiums as established by the City Council and contributions are payroll deducted.

FLEX SPENDING

Eligible employees can elect to take part in a flex spending account. This plan allows employees to pay for qualified benefits, such as health insurance premiums, medical expenses not covered by the insurance plans, and dependent care costs, with pre-tax dollars. Payments and contribution amounts are subject to the procedures, rules, and regulations of the plan. Plan details are set forth in a separate document issued when an employee becomes eligible to participate and each year during open enrollment. Additional copies of the plan document are available from the Clerk-Treasurer.

DEFERRED COMPENSATION

Employees can participate in a 457(b) Plan offered through Wisconsin Deferred Compensation. Participation in the program is voluntary and 100% funded by the employee’s payroll deduction. Plan and enrollment information is available from the Clerk-Treasurer. Employees participating in previously offered plans may continue to utilize their deferred compensation plan. Employees hired after 2025 will only be offered participation in Wisconsin Deferred Compensation Plan.

LIFE INSURANCE

The city provides life insurance for eligible employees at no cost to the employee. The premiums are paid by the city (excluding supplemental premiums) and are effective on the first of the month following 30 days from the date of the qualifying event. Employees must apply within 30 days of eligibility in order to participate. The City provides plan documents when an employee becomes eligible for the benefit; additional copies are available from the Clerk-Treasurer.

SHORT- AND LONG-TERM DISABILITY

The city offers long term disability and income continuation insurance (short-term disability) for eligible employees. Participation in the program is voluntary and 100% funded by employees through payroll deduction. Plan and enrollment information is available from the Clerk-Treasurer.

OPTICAL BENEFITS

Employees shall be reimbursed \$100 per year for vision related expenses.. If not used, the employee may roll the amount to the next year, to a maximum of \$200.

CITY-PROVIDED CELL PHONE OR STIPEND

The City of Mineral Point offers eligible employees the choice of a city-provided and owned cell-phone device, or compensation for using their personal device for work-related activities.

Employees eligible for a city device or compensation for the use of their personal device include:

- Full-time employees who regularly work in the field or away from their department's primary office
- Employees who are considered on-call for emergency, urgent, or weather-related purposes, and/or are generally required to maintain contact with City Staff and Officials at all times
- Police Department employees are subject to the Police Department's policies

City Provided Device

The city will cover the cost of the device and service. Employees who choose to have a city-provided device will not be compensated. If an employee who has chosen a city-owned device would like to change to a personal device, they are responsible for any cancellation fees associated with the change. General personal use of a city-provided device is allowed as long as no additional charges are generated. Improper or Illegal uses are not allowed and employees are liable for any such misuse. Employees are responsible for any unauthorized charges incurred on a city-provided device.

Employee Provided Device

The city will compensate eligible employees \$30.00 per month (as a non-taxable benefit), for using their device for work-related activities. Employees must provide a copy of their billing along with a reimbursement request. The city will not cover any other expense related to the employee-provided phone.

LONGEVITY

Each full-time employee who has completed five (5) years of employment shall be eligible for an annual longevity bonus, payable on the payday closest to December 1, in the amount of \$50 for each year of

service. Those who retire or leave employment in good standing before December 1 may receive a prorated longevity payment.

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue insurance coverage under City plans when a “qualifying event” results in the loss of coverage. Under COBRA, the employee pays the full cost of coverage at the group rates plus an administration fee. The City will provide written notice of COBRA rights and obligations when a qualifying event occurs.

TRAVEL REIMBURSEMENTS

Mileage

When an employee must use their personal vehicle to travel as part of their duties from the workplace to a destination other than home, the employee will be reimbursed for authorized travel at the current rate established by the Internal Revenue Service (IRS).

Meals and Lodging

The City of Mineral Point will reimburse employees for meals and necessary overnight lodging. Reimbursements are paid every month upon submission of an Expense Reimbursement Form. Failure to submit a reimbursement request within 60 days of the date the expense was incurred may cause denial of the reimbursement.

- Lodging reimbursement is limited to the rate for a single room/single person at a licensed hotel or motel. When possible, employees must make reservations using a City credit card. Contact the Clerk-Treasurer for advance payment of lodging to ensure proper tax exemption.
- Reimbursement for meals is set at the levels set by the U.S. General Services Administration (www.gsa.gov). Per diem meal rates based on location. Employees must submit an itemized copy of meal bill(s). Alcoholic beverages, smoking materials and drugs will not be reimbursed. Reimbursable meal expenses are for employees only.

Other Travel Expenses and Requirements

Other expenditures that qualify for travel reimbursement include parking, tolls, baggage handling, and necessary equipment rental. Receipts must be attached to the expense reimbursement form. Tickets for driving infractions, unauthorized parking, or other violations will not be paid or reimbursed by the City.

JOB RELATED TRAINING

Employees are encouraged to identify and undertake training that benefits their professional development. Work-related meetings, conferences, training, institutes, seminars, and position-appropriate courses or examinations are eligible to be paid for by the City. Education and training should be brought to the department head’s attention during budget preparation. The City will pay for employees’ time during authorized training.

WORKER'S COMPENSATION

Employees are covered by the Wisconsin Worker's Compensation Act. The Act provides benefits if a worker, while performing work-related duties or travel, becomes temporarily or permanently disabled, or dies as the result of a work-related injury or disease. Employees must notify their Department Head and the Clerk-Treasurer immediately of any work-related accidents, injuries, or illnesses, and secure any necessary medical attention immediately. An employee may supplement the difference between what the employee is paid through Worker's Compensation benefits and the employee's regular pay with unused and accrued sick leave.

FOOTWEAR ALLOWANCE

Upon proof of expenditure, the City will reimburse Streets, Water/Sewer, and Parks employees for expenses related to the purchase of safety-toe boots up to a maximum of \$150.00 per calendar year. Amounts remaining unused at the end of the calendar year may be carried over for use in the succeeding calendar year, up to a maximum \$300.00.

WISCONSIN RETIREMENT SYSTEM

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

SOCIAL SECURITY

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

EMPLOYEE ASSISTANCE PROGRAM

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

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

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

Information regarding the EAP program can be obtained from the Administrator.

SEPARATION BENEFITS

SEPERATION BENEFITS FOR RETIREMENT OR DEATH

Upon separation from employment under the provisions of the Wisconsin Retirement Plan or upon the death of the employee, the following benefits shall accrue to the separated employee or his/her spouse or estate:

Vacation: All vacation earned but not used may, at the employee's option, be included in a single payment at the time of such separation; or be paid out in succeeding normal pay periods, until such funds are exhausted. The amount paid will be a portion of the vacation earned within that year.

Sick Leave: Upon retirement, or death of an employee, under the provisions of the Wisconsin Retirement System, an employee who has been employed prior to July 1, 2007 on a continuous full-time or part-time basis for a period of fifteen (15) years, shall be paid for any accrued but unused sick leave, provided that in no case shall this payment exceed 720 hours of pay. The rate of pay will be that in effect on the last day worked by the employee. Payments on behalf of deceased employees will be made under the provisions of Wis. Stat. § 109.03(3).

Deferred Compensation: Upon retirement of an employee, all deferred compensation accrued by that employee, if requested, will be provided to the employee under the requirements of the deferred compensation plan. Employees may elect to remain under the deferred compensation plan even if terminated; however, no additional employee contributions are permitted.

Health Insurance: Retired employees shall be permitted to retain health insurance until the end of the month they retire. Retired employees shall be eligible for COBRA benefits to the extent allowed under state and/or federal law and the terms of the City's health insurance plan.

SEPARATION BENEFITS OTHER THAN RETIREMENT OR DEATH

If an employee resigns from the City of Mineral Point, it is hoped that it will be under pleasant circumstances. The reasons for leaving and future plans should be discussed with the Department Head. A written one-month notice for resignation is requested for exempt and management team positions and two weeks' notice for non-exempt and non-management team positions.

When separation from employment occurs with the city, the vacation benefit outlined above shall be provided to the separated employee who has completed their probationary period. Vacation pay will be included in a single payment at the time of separation under this section.

EMPLOYMENT POLICIES

CODE OF ETHICS/CONFLICTS OF INTEREST

The city expects employees to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between personal interests and those of the organization.

City policy and state law prohibit employees from engaging in the following conduct:

- Threatening or attempting to use or using political influence, or giving or being in any way involved in giving any money or any other thing of value in return for appointment, promotion, transfer, leave of absence, change in pay, or other tangible employment benefits.
- Engaging in political activity by making use of a position to further the candidacy of any person or engaging in political work during regular work hours. Nothing in this section shall be construed to interfere with an employee's right to become a member of a political club, to attend political meetings, to express opinions on political subjects, and to enjoy freedom from all interference in casting their vote.

Questions, concerns, or issues related to this policy should be brought to the City Administrator.

PROBATIONARY PERIOD

Newly hired full-time employees shall serve a probationary period of six (6) months. Newly hired part-time employees shall serve a probationary period until the employee has worked 1,040 hours.

YEARS OF SERVICE

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

DRIVING REQUIREMENTS AND PRACTICES

The following policies cover the operation of City of Mineral Point vehicles, and personal vehicles used as part of an employee's job. The City reserves the right to make specific decisions regarding an employee's ability to drive a City owned vehicle or a personal vehicle as part of an employee's job.

- Employees assigned City of Mineral Point-owned vehicles are to use those vehicles for official business only; The city does not permit personal use of city vehicles.
- Employees shall follow safe driving practices and comply with all federal, state, and local laws governing the operation of motor vehicles and rules of the road. This includes taking all steps to ensure total concentration and safe operation of vehicles. In addition, the following rules apply:
 - Without exception, smoking is prohibited in any City of Mineral Point vehicle;
 - Texting or other use of a cell phone, smartphone, tablet, or other devices is prohibited; Drivers and passengers must keep seat belts on at all times; and
 - Employees must abide by all provisions of the Drug-Free and Alcohol-Free Policy in this Policy.
- Employees must maintain an acceptable driving record, if their positions requires regular driving. Employees who engage in regular driving must report all infractions or violations incurred while driving, whether during work time or personal time, to the City Administrator.
- Employees must get permission from the City Administrator to use their personal vehicle to travel for their job. Personal vehicle use requires insurance coverage as required by Wisconsin law. The City Administrator may request proof of insurance as a condition of approval.
- Employees must notify a Department Head immediately when a City of Mineral Point vehicle is inoperable, unsafe, or damaged.

- Employees are responsible for all City of Mineral Point vehicles that they operate and shall not permit any non-employee to drive them.
- If an employee is involved in an accident, they must:
 - Stay at the scene and turn on the four-way flashers.
 - Immediately contact law enforcement and their Department Head, the City Clerk-Treasurer, or City Administrator.
 - When requested, give their name, address, City of Mineral Point affiliation, and show their driver's license and proof of insurance to the other party and law enforcement personnel.
 - Upon return to work, obtain, and complete all necessary worker's compensation and incident report forms from administration.
- Unless provided with permission from the City Administrator and Department Head, employees are not allowed to park personal vehicles in city-owned Garages, unless it is done as part of their job. Example, clearing a parking lot of snow.

DRUG, ALCOHOL AND TOBACCO/NICOTINE POLICY

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

No City employee or person is allowed to chew, ingest, smoke, vape, consume, or in any other way use drug, alcohol, or tobacco/nicotine products of any nature in City buildings, or any type of city-owned vehicle or equipment while on duty.

Employees must report to work and remain free of drugs, intoxicants, alcohol, narcotics, or any other controlled substance. Employees may be disciplined, up to and including termination, for possession, consumption, manufacture, distribution, dispensation, or use of any drugs, drug paraphernalia, intoxicants, alcohol, narcotics, or any other controlled substance while working in, on, or about City property or premises, in City vehicles, at any time or while on City business at any time. Because prescription drugs and medication can affect an individual's job performance, it is the employee's responsibility to notify the City if the employee is taking prescription drugs or medication that might affect job performance. Such prescription drugs or medication must be given under medical supervision, properly used according to prescribed dosages, and may not interfere with the safe and efficient performance of the individual's job.

Under certain circumstances (such as reasonable suspicion, post-accident/injury, and return to work), the City may require an employee to undergo a drug and/or alcohol test. Depending on the seriousness and circumstances, an employee may be disciplined for testing positive, up to and including termination. At the City's sole discretion, an employee who tests positive for drugs and/or alcohol may be referred to a counseling or rehabilitation employee assistance program, pursuant to the City health insurance plan or at employee expense. Refusal to cooperate in this program may result in discipline, up to and including termination.

Reasonable Suspicion Testing – Required when a Department Head or other trained City representative has reasonable cause to believe that the actions, appearance, or conduct of an employee maybe indicative

of the use of a controlled substance. These observations are only valid if made just before, just after, or during working hours. The following applies to reasonable suspicion testing:

1. Whenever reasonably possible, the Department Head should seek a corroborating opinion from another trained Department Head prior to immediately removing the employee from the job and sending the employee for drug and alcohol testing.
2. As soon as practicable, the employee will be escorted to the collection site for drug and/or alcohol testing. The Department Head will wait at the clinic or law enforcement center with the employee until the breath test has been completed or the urine or blood test has been taken. After the Reasonable Suspicion Determination is made, the alcohol test must be completed within eight (8) hours and the drug test must be conducted within twenty-four (24) hours or the Department Head must complete a report explaining why.
3. Once the alcohol testing has been completed and a positive test result has been achieved (0.02 percent or above), the employee will not be permitted to drive his/her own vehicle home. The employee must make alternative transportation arrangements in order to leave the collection site or employment site. The Department Head may, but is neither required nor encouraged to drive the employee home under this policy.
4. If a blood alcohol or urine test has been administered, the employee will be placed on administrative leave without pay pending receipt of the test results. The employee may use accumulated vacation, compensatory time, or sick days in place of the administrative leave. In the event of a negative test, the employee will be credited with the amount of vacation, compensatory time, or sick days used. To process these tests usually takes twenty-four (24) to forty-eight (48) hours. The Clerk will contact the employee or employer once the results are known.
5. Once the test has been completed and the employee has been sent home, the Department Head must submit a written report to the City Administrator outlining, in detail, the event and the behavior observed that led the Department Head to believe the employee was under the influence of alcohol and/or drugs. This report must be done within twenty-four (24) hours of the testing. This report will assist the Department Head and the City Administrator in assessing the appropriate discipline to be considered.
6. The test results will be sent directly to the City Administrator. The City Administrator will then meet with the employee's Department Head to determine the appropriate course of action to be taken in accordance with this Policy. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a Department Head must not discuss the suspected reason for a referral or discipline action with anyone who does not need to know.

In the event that the employee undergoing the testing is City Administrator, all reports and test results will be submitted to the Mayor.

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

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

1. The accident involved the loss of human life;
2. The accident involved property damage exceeding \$2,500.00; or
3. The employee received a citation for a moving traffic violation, and
 - (a) Bodily injury is incurred requiring a person to immediately receive medical attention away from the scene of the accident; or
 - (b) One or more motor vehicles incur disabling damage as a result of the accident and have to be towed away from the scene.

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

Return to Work/Follow-up Testing - Employees who have tested positive and have been placed on administrative leave will undergo Return to Work alcohol and/or controlled substance testing. The result must be an alcohol concentration of less than 0.02 and a verified negative result for controlled substance use. The employee will also have to be evaluated to determine the Employee's fitness for duty.

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

The Department of Transportation (DOT) requires alcohol and controlled substance testing of drivers who are required to have a commercial driver's license (CDL). These regulations include detailed procedures for using drug testing and breath alcohol testing of employees in safety-sensitive positions (employees with CDL licenses). Federal law prohibits employees whose work duties require a CDL from engaging in the following conduct:

- Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater;
- Being on duty or operating a commercial motor vehicle while possessing alcohol, or using alcohol while performing safety-sensitive functions;
Federal Regulations include non-prescription and prescription medications containing alcohol in the substances banned from use or possession in the workplace. Employees should not report for duty while using or possessing prescription medication if such medication contains any measurable amount of alcohol.
- Performing safety-sensitive functions within four (4) hours after using alcohol;

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

“Safety-sensitive function” means any of the following on-duty functions:

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

In addition to testing for reasonable suspicion, post-accident/injury, and return to work, employees whose work duties require a CDL license shall be tested for prohibited substances and alcohol in the following circumstances:

- Pre-employment – Pre-employment testing shall be required after a conditional offer of employment has been made. A positive test or refusal to undergo the testing will result in disqualification from further consideration for employment.
Random Testing – Random testing will be conducted just before, during, or after an employee’s performance of safety sensitive duties. The employee will be randomly selected for testing from the “pool” of employees subject to testing. The testing dates and times are unannounced and will occur with unpredictable frequency throughout the year. Fifty percent (50%) of the average number of safety sensitive positions shall be tested on an annual basis. The City reserves the right to increase or decrease the minimum annual percentage for random testing based on the Federal Regulations implementing drug and alcohol testing in the transportation industry. Under this selection process, each employee will have an equal chance of being tested each time selections are made. As a result, some employees may be tested more than once each year, while other employees may not be tested at all.

EMERGENCY CLOSINGS

When an emergency, such as severe weather, fires, power failures, etc., requires the closing of a City of Mineral Point facility and stopping operations, employees may elect to use vacation, sick time, comp. time, or a floating holiday to cover lost hours. The closure of a facility does not necessarily require that City operations cease and employees may be asked to work remotely, or in another location or role. . If

employees cannot report to work due to weather, they may substitute accrued time to compensate for hours not worked; otherwise, the time off will be unpaid.

EMPLOYEE CONDUCT

To ensure orderly operations and provide the best work environment, the City expects employees to conduct themselves at all times in a manner that is respectful and protects the interests and safety of all employees and the organization. This Policy cannot address every conceivable circumstance that may arise. The City reserves sole discretion to determine when certain behaviors, conduct, decisions, etc. are inappropriate, even if they are not expressly prohibited or addressed in this Policy. The consequences for any infraction will depend on all relevant circumstances and may include discipline or termination as the City determines appropriate.

Corrective Action: The purpose of corrective action is to eliminate inappropriate conduct, violation of policies, improper behavior, or performance problems. Corrective action may include, but is not limited to, completing after-action reports, oral or written warnings, suspensions without pay, work restrictions, job transfers, termination, or any other form of discipline, counseling, or correction deemed necessary under the circumstances. The specific measures taken will depend upon the nature and severity of the conduct and the surrounding circumstances.

GIFTS & GRATUITIES

Municipal Code 1.08: No City employee or official shall receive or offer to receive, either directly or indirectly, any gift or gratuity in excess of \$25 or other things of value from any person who:

1. Has or is seeking to obtain contractual or other business or financial relationships with the City or City Council;
2. Conducts operations or activities which are regulated by the City or City Council;
3. Has interests which may be substantially affected by the City or City Council

EMPLOYEE INFORMATION

Employees must notify the Clerk-Treasurer of any change in their personal information, including any changes in name, mailing or email address, phone number, marital status, dependents, beneficiary designations, and emergency contact information within five (5) working days of the change.

NEPOTISM

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

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

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

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

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

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

MUNICIPAL PROPERTY

The City does not permit:

- Unauthorized or inappropriate use of City property for personal purposes, including the use of vehicles, offices, telephones, cellular phones, radios, computers, photocopiers, and other office and communications equipment;
- Unauthorized possession, removal, or sale of City property or the property of a City official or employee;
- Unauthorized use, lending, borrowing, or duplication of any key or key fob providing access to City property and equipment;
- Unauthorized entry to City property, including entry outside of assigned work hours or entry into areas where an official, employee or the public is not permitted to be without authorization; or
- Unauthorized removal of notices or signs from City property, equipment or bulletin boards.
- The use by employees of City-owned buildings, tools, machinery, equipment or facilities for personal or private purposes, not as part of their employment duties or a City sponsored program, is prohibited.

Employees contemplating the personal use of a City of Mineral Point resource for a reason the employee believes is justified must get the written permission of the City Administrator before using the resource.

OUTSIDE EMPLOYMENT

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

PERFORMANCE EVALUATIONS

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

Performance evaluations shall be completed on at least the following occasions:

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

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

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

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

Employees will be permitted to review their evaluation and given a chance to meet with the reviewer to discuss it. Employees who have a concern about their appraisal may request a review by the City Administrator or Personnel Committee.

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

The Administrator will evaluate the Clerk-Treasurer and the Police Chief's organizational performance. The Personnel Committee and Mayor will evaluate the City Administrator and the Police Chief's performance as it relates to ordinance enforcement. The Library Board will evaluate the Library Director.

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

VACANCIES

The City Council must approve the filling of all vacancies.

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

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

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

PERSONAL APPEARANCE

The City expects all employees to present themselves in a professional, presentable, modest, well-groomed manner at all times. Department Heads and/or the City Administrator will discuss personal appearance with employees if it is felt appearance is not appropriate.

SAFETY

Job safety is very important and the City requires safe work practices of all employees at all times. Employees are expected to observe all safety procedures and rules, and use required personal protective equipment (PPE) as outlined in the Safety Handbook.

All work areas must be kept clean and free from debris and clutter. Tools and equipment must be kept clean and in good repair. Any accident, hazard, or unsafe condition or equipment is to be corrected and reported to a Department Head. Employees involved in or that witness an accident while working must report it immediately to a Department Head. Department Heads must maintain a safe work environment, enforce safety rules, and train staff.

A copy of the City's Safety Handbook is distributed separately from this Policy to each employee. Copies may be obtained by contacting the City Clerk-Treasurer. Employees must familiarize themselves with these rules and abide by them. Employees with questions about one or more of the rules should contact their Department Head, City Clerk-Treasurer, or the City Administrator.

CONFIDENTIAL INFORMATION

The City requires its employees to protect information that is confidential such as information about residents, city customers, city contractors, and city employees. Employees shall use extra caution with sensitive material when using email or other electronic or digital forms of communication. If an employee has questions regarding sensitive information they should reach out to the Clerk-Treasurer or City Administrator.

COMPUTER, INTERNET, EMAIL USE

Computer, internet, and email use is not private. Qualifying employees are provided with an email account login and passwords. Using passwords does not establish privacy. Employees shall keep email passwords and other city-related online account information confidential, although they must be shared with the city upon request. Computer, internet, email, and social media use is subject to the policies set forth in this Policy, including discrimination, harassment, workplace violence, and workplace ethics. Using the

city's email, internet, or computers in violation of any of these policies is subject to disciplinary measures including termination.

SOCIAL MEDIA

The City is committed to using social media to increase transparency and maintain communications with residents and other stakeholders. The City recognizes that social media is an effective communication tool and also understands that social media communication creates many potential concerns.

The City discourages employees from discussing publicly any work-related matters, including non-confidential, through non-official communications. Non-official communications may include but are not limited to online discussion boards, chat rooms, social media websites and applications, newsletters, etc. The city respects employees' right to express their personal opinions. Employees should be cautious and explicit, if necessary, that they are not representing an official position of the City.

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

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

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

WEAPONS POLICY

The City promotes a safe environment for employees and other individuals who interact with our employees.

- A “weapon” is any device designed as or intended to be a weapon, and capable of producing death or harm to another person including, but not limited to, firearms, handguns, and explosive devices.
- The City strictly prohibits the possession, control, use, or threatening of the use of a weapon in the course of employment whether on or off our premises. This prohibition does not apply to law enforcement officers performing their official duties.
- Weapons stored in personal vehicles while the vehicle is on City property, must be kept and secured in the vehicle.

WHISTLEBLOWING AND RETALIATION

Employees and elected and appointed officials may give information about possible wrongdoing by another employee or City official to their attorney, the City Attorney, City Administrator, Mayor, or if appropriate, a law enforcement agency. Except in cases where a statute or civil law sets forth a longer maximum prescriptive period, reports of wrongdoing must be reported within three (3) years of the last incident. False reports are subject to disciplinary measures including termination. The City will work to maintain the confidentiality of the whistleblower’s identity. Although, confidentiality may need to be disclosed to investigate. The City shall not retaliate against an employee because that employee discloses information concerning possible wrongdoing by another employee or City official.

WORKPLACE VIOLENCE

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

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

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

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

Preventing violence is a responsibility all employees and elected officials share. In situations involving violent behavior, or where it appears that violent behavior is likely to take place employees should immediately notify their Department Head or the City Administrator. The City will take steps to protect employees from retaliation or intimidation for making a report or participating in an investigation.

Any reported act or threat of violence will be taken seriously and investigated promptly. To the extent possible, the City will keep any such report confidential; however, we cannot guarantee absolute confidentiality. Any person reported to have made threats, exhibited threatening behavior, or engaged in violent behavior will be removed from city-owned premises as quickly as safety permits and shall be prohibited from city-owned property pending the outcome of an investigation.

The City reserves the right to take any legal steps needed to protect our employees and third parties including involving law enforcement.

PERSONNEL RECORDS

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

- Application;
- Payroll information;
- Performance appraisals;
- Medical information; and
- Disciplinary records.

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

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

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

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

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

provided the City with a written authorization from the employee or former employee allowing release of this information.

REASSIGNMENT

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

DRIVER'S LICENSE AND COMMERCIAL DRIVER'S LICENSE (CDL)

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

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

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

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

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

- The position held by the employee;
- Available City vacancies and the employee's qualifications for those positions;
- The City's operational needs;
- Staffing issues;
- The anticipated length of time of the driver's license and/or CDL's suspension, revocation or cancellation;
- The employee's length of service in City employment;
- The employee's work record;
- Whether the employee's conduct which resulted in the suspension, revocation or cancellation of the driver's and/or CDL was caused by a disability and the availability of reasonable accommodations for such disability;

- The employee's paid leave status; and
- The nature of the offense giving rise to the suspension, revocation or cancellation.

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