



David DeGroot, Village President
David Karas, Trustee #1
Gina Cefalu-Paulick, Trustee #2
Nancy Washburn, Trustee #3
Denise Anastasio, Trustee #4
Ram Bhatia, Trustee #5
Jim Venturini, Trustee #6

VILLAGE BOARD AGENDA

January 12, 2026

Immediately following the Committee of the Whole, but not before 6:00 PM

Village Hall, Ebe Auditorium

8811 Campus Drive, Mount Pleasant, WI 53406

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATION

E. PUBLIC COMMENT

Members of the public are welcome to provide comments on any matter. Please fill out a comment form, and the President will recognize you. Use the microphone and state your name and address for the public record. Comments are limited to three minutes.

F. CONSENT AGENDA – TRUSTEE BHATIA

Items listed under consent agenda will be approved in one motion without discussion unless any board member requests that an item be removed for individual discussion. That item can then be considered at an appropriate time during the Village Board's regular order of business or under New Business.

1. Approval of the December 8, 2025 Village Board Meeting Minutes
2. Financial Report: Check Registry 12/1/2025 – 12/31/2025
3. Approval of Change of Agent Application for Speedway located at 6209 Washington Ave – Anthony McBeth
4. Approval of Ordinance 15-2025: Amending Chapter 13 Article I: In General
5. Approval of the proposed Personnel Manual Revisions
6. Approval of a purchase agreement with Capital Avenue Properties and the Village of Mount Pleasant related to sale of adjacent Village Property

G. NEW BUSINESS

1. FINANCE/CLERK-TREASURER – TRUSTEE ANASTASIO

2. COMMUNITY DEVELOPMENT – TRUSTEE BHATIA

- a. Discussion and Possible motion to approve a Development Agreement with Kedali America, LLC in Tax Incremental District No. 3

3. FINANCE/CLERK-TREASURER – TRUSTEE ANASTASIO

4. PUBLIC WORKS – TRUSTEE WASHBURN

5. PUBLIC SAFETY – TRUSTEE

6. HUMAN RESOURCES – TRUSTEE WASHBURN

7. TOURISM – TRUSTEE VENTURINI

H. REPORTS

1. Village Administrator
2. Village Staff
3. Village Trustees
4. Village President

I. CLOSED SESSION

J. ADJOURN

Requests for persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Administrator or Village Clerk's Office at (262) 664-7800 with as much advance notice as possible.

Posted: Friday, January 9, 2026 at 1:30 PM



VILLAGE BOARD MEETING MINUTES

December 8, 2025 - Immediately following the Committee of the Whole, but not before 6:00PM
Village Hall, Ebe Auditorium
8811 Campus Drive, Mount Pleasant, WI 53406

Staff Present: Village Administrator Tami Simons, Attorney Chris Smith, Community Development Director Sam Schultz, Finance Director Kathy Kasper, Human Resources Director Mary Cole, Deputy Finance/HR Director Heather Perez, Public Works Director Tony Beyer, Communications Director Sean Ryan, Mount Pleasant Police Chief Robert Botsch, South Shore Fire Chief Dustin Ellis, Village Treasurer Brandi Baker, Village Clerk Jill Firkus.

- A. CALL TO ORDER-** President DeGroot called the Village Board meeting to order at 6:45 pm
- B. ROLL CALL-** Village Clerk performed Roll Call. Trustee Karas, Trustee Anastasio, Trustee Paulick, Trustee Bhatia, Trustee Venturini and President DeGroot were present. Trustee Washburn is excused.
- C. PLEDGE OF ALLEGIANCE**
- D. PRESENTATION**
2025 Progress Report on Public Works and Community Development Departments
Community Development Director Sam Schultz and Public Works Director Tony Beyer presented the 2025 progress report and answered any questions raised by the members.
- E. PUBLIC COMMENT**
- Timothy Deadrick – 1047 Prairie Drive Unit 204: Concerns regarding public safety specific to speeding and red-light running
- F. CONSENT AGENDA – TRUSTEE BHATIA**
1. Approval of the November 10, 2025 Village Board Meeting Minutes
 2. Financial Report: Check Registry 11/1/2025-11/30/2025
 3. Approval of 2025 Third Quarter Financials
 4. Approval of Ordinance 16-2025 Massage Establishment License Code Revisions
 5. Approval of Election Poll Worker Appointments January 1, 2026 – December 31, 2027 Cycle
 6. Approval of Job Descriptions for Fire/Paramedic, Fire Lieutenant, and Fire/EMT
 7. Approval of Appointments/Re-Appointments to committees, boards and commissions
- Motion by Trustee Bhatia to approve all items on the consent agenda with an amendment to item number 4, the approval of the ordinance 16-2025 Massage Establishment License Code Revisions – under number 7 shall read all Massage establishments must maintain professional liability insurance in the amount of \$1 million per occurrence and \$2 million for all occurrences in one year. Motion seconded by Trustee Venturini. On voice vote, motion carried 6-0.
- G. NEW BUSINESS**
1. **FINANCE/CLERK-TREASURER – TRUSTEE ANASTASIO**
 2. **COMMUNITY DEVELOPMENT – TRUSTEE BHATIA**
 3. **PUBLIC WORKS – TRUSTEE WASHBURN**
 - a. Discussion and possible motion to approve Resolution 20-2025 Public Highway/Roadways
Motion by Trustee Anastasio to approve Resolution 20-2025 accepting Public Highway/Roadways as presented. Motion seconded by Trustee Venturini. Roll Call vote: Trustee Karas – Aye, Trustee Anastasio – Aye, Trustee Paulick – Aye, Trustee Bhatia – Aye, Trustee Venturini – Aye, President DeGroot – Aye. Motion Carried 6-0.
 4. **PUBLIC SAFETY – TRUSTEE DOCKSEY**
 5. **HUMAN RESOURCES – TRUSTEE WASHBURN**
 6. **TOURISM – TRUSTEE VENTURINI**
- H. REPORTS**
1. Village Administrator:
 2. Village Staff:
 3. Village Trustees: Trustee Bhatia commended the public works crew for a job well done plowing snow

4. Village President:

I. **CLOSED SESSION**

J. **ADJOURN**

Motion by Trustee Paulick to adjourn at 6:45 pm. Motion seconded by Trustee Bhatia. On voice vote, motion carried 6-0.

DRAFT

CHECK REGISTER FOR VILLAGE OF MOUNT PLEASANT

CHECK DATE 12/01/2025 - 12/31/2025

Check Date	Check	Vendor	Vendor Name	Amount
Bank AP01 Johnson Bank				
12/05/2025	398(E)	16189	COLUMN SOFTWARE PBC	27.54
12/05/2025	399(E)	10541	DIVERSIFIED BENEFIT SERVICES	10,001.24
12/05/2025	400(E)	12605	ELECTRONIC FEDERAL TAX PAYMEN	178,632.13
12/05/2025	401(E)	GREAT WEST	GREAT WEST FINANCIAL	30,821.32
12/05/2025	402(E)	10266	MT PLEASANT POLICE OFFICERS A	1,050.00
12/05/2025	403(E)	14994	MT PLEASANT SERGEANTS ASSOCIA	200.00
12/05/2025	404(E)	NATIONWIDE	NATIONWIDE	975.00
12/05/2025	405(E)	16453	RAZOR SHARP FITNESS	146.00
12/05/2025	406(E)	SSFD	SOUTH SHORE FIRE UNION	3,190.00
12/05/2025	407(E)	10482	WI SCTF	735.00
12/05/2025	408(E)	14209	WISCONSIN DEPARTMENT OF REVEN	29,464.17
12/05/2025	102959	16302	10-39 UPFITTERS	5,550.00
12/05/2025	102960	14421	ABRAHAM'S ON-SITE SHREDDING S	155.00
12/05/2025	102961	13861	ABSOLUTE CONSTRUCTION ENTERPR	120,729.64
12/05/2025	102962	16539	ADORAMA INC	1,668.00
12/05/2025	102963	10017	AIRGAS USA, LLC	1,648.10
12/05/2025	102964	10610	ASCENSION WI EMP SOLUTIONS	513.00
12/05/2025	102965	12819	ASCENSION WISCONSIN	1,200.00
12/05/2025	102966	MISCAMB	AULWES, LOIS	290.00
12/05/2025	102967	10647	AURORA HEALTH CARE	28.00
12/05/2025	102968	10038	BATZNER PEST MANAGEMENT, INC	80.81
12/05/2025	102969	14793	BAUMAN, R & ASSOCIATES, S.C.	1,134.00
12/05/2025	102970	14192	BIEBELS CLEANING SERVICES	9,592.85
12/05/2025	102971	14286	BOHO, SCOTT	2,750.00
12/05/2025	102972	10513	BOWERS, ROBERT	150.00
12/05/2025	102973	15615	CARDIO PARTNERS INC	163.90
12/05/2025	102974	10063	CDW GOVERNMENT, INC.	22,826.48
12/05/2025	102975	10067	CENTURY SECURITY & COMMUNICAT	72.00
12/05/2025	102976	15709	CINTAS CORPORATION NO 2	330.99
12/05/2025	102977	16567	DEKOVEN FOUNDATION FOR CHURCH	750.00
12/05/2025	102978	10541	DIVERSIFIED BENEFIT SERVICES	795.84
12/05/2025	102979	10105	E-VERGENT.COM, LLC	425.00
12/05/2025	102980	10716	EAGLE MEDIA, INC	107.00
12/05/2025	102981	10110	EHLERS	4,250.00
12/05/2025	102982	10118	EVIDENT, INC	300.00
12/05/2025	102983	16574	EVOLVE360, LLC	1,462.50
12/05/2025	102984	10121	FASTENAL COMPANY	18.47
12/05/2025	102985	13180	FASTSIGNS 301201	448.94
12/05/2025	102986	14210	FIRE SERVICE, INC	3,832.72
12/05/2025	102987	10129	FLOYD'S TOWING, INC	3,165.50
12/05/2025	102988	10132	FOSTER COACH SALES INC	81.69
12/05/2025	102989	10137	FSCI	19,822.50
12/05/2025	102990	10143	GALLS, INC.	2,863.36
12/05/2025	102991	14199	GENERAL CODE, LLC	402.00
12/05/2025	102992	12262	GENERAL RENTAL	500.88
12/05/2025	102993	10156	GRAINGER INC.	174.60
12/05/2025	102994	10163	GUETZKE & ASSOCIATES, INC.	1,215.00
12/05/2025	102995	10169	HASTINGS AIR-ENERGY CONTROL	861.17
12/05/2025	102996	10860	HILLER FORD, INC	417.65
12/05/2025	102997	15665	HOOPSTER PERFORMANCE GRAPHICS	1,815.00
12/05/2025	102998	16177	IMPERIAL DADE	180.65
12/05/2025	102999	10191	ITU ABSORBTech, INC.	428.23
12/05/2025	103000	10199	J & F AUTO GLASS, INC.	450.00
12/05/2025	103001	10202	JEFFERSON FIRE & SAFETY INC	73.75
12/05/2025	103002	10886	KIESLER POLICE SUPPLY, INC	481.00
12/05/2025	103003	16536	KIESLICH, JEFFREY S	247.50
12/05/2025	103004	P&R REFUND	KRYSTAL VILLALOBOS	100.00
12/05/2025	103005	13368	LEADS ONLINE LLC	4,805.00
12/05/2025	103006	10224	LEXISNEXIS RISK DATA MGMT, IN	200.00
12/05/2025	103007	15032	LIFE-ASSIST, INC	17,018.66
12/05/2025	103008	15241	MCMAHON ASSOCIATES, INC	15,085.05
12/05/2025	103009	10249	MENARDS INC.	1,503.78
12/05/2025	103010	10361	MOTION & CONTROL ENTERPRISES	198.80
12/05/2025	103011	10290	OFFICE TECHNOLOGY GROUP	284.33
12/05/2025	103012	13614	OFFICE TECHNOLOGY GROUP INC.	948.00
12/05/2025	103013	10821	PAYNE & DOLAN INC	389.19
12/05/2025	103014	13331	PITTS BROTHERS & ASSOCIATES,	2,500.00
12/05/2025	103015	10307	POMP'S TIRE SERVICE INC.	37.10
12/05/2025	103016	10322	QUILL	79.98
12/05/2025	103017	10338	RACINE COUNTY TREASURER	2,440.14
12/05/2025	103018	10344	RACINE WATER UTILITY	1,361.49

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Bank AP01 Johnson Bank				
12/05/2025	103019	10345	RACINE, CITY OF	6,329.80
12/05/2025	103020	13145	RECON RELOCATION GENERAL CONT	7,033.00
12/05/2025	103021	10360	Richlonn's Tire Co.	1,316.00
12/05/2025	103022	SECURIAN	SECURIAN FINANCIAL GROUP	6,131.78
12/05/2025	103023	10391	SIRCHIE ACQUISITION CO. LLC	72.39
12/05/2025	103024	10398	SOUTHPORT ENGINEERED SYSTEMS	3,013.00
12/05/2025	103025	10401	STANARD & ASSOCIATES, INC.	240.00
12/05/2025	103026	10408	STREICHER'S INC.	1,209.00
12/05/2025	103027	10410	STURTEVANT, VILLAGE OF	9,219.40
12/05/2025	103028	12993	TRANSCENDENT TECHNOLOGIES	2,169.00
12/05/2025	103029	12617	TRANSUNION RISK & ALTERNATIVE	150.00
12/05/2025	103030	14936	TROPHY SHOPPE, LLC	1,112.60
12/05/2025	103031	10438	UNITED MECHANICAL, INC.	3,808.00
12/05/2025	103032	16575	VESTLAND HILLS, LLC	441,144.00
12/05/2025	103033	10456	WAUKESHA COUNTY TECH. COLLEGE	225.00
12/05/2025	103034	10085	WISCONSIN, STATE OF - COURT F	7,912.71
12/06/2025	409(A)	10514	VON BRIESEN & ROPER, S.C.	7,946.04
12/11/2025	410(E)	10081	CONSERV FS, INC	14,785.15
12/11/2025	411(E)	10541	DIVERSIFIED BENEFIT SERVICES	10,169.35
12/11/2025	412(E)	10459	WE ENERGIES	2,302.43
12/11/2025	413(E)	10461	WE ENERGIES (STREET LIGHTS)	14,604.68
12/11/2025	103035	16302	10-39 UPFITTERS	5,500.00
12/11/2025	103036	10016	AFFILIATED PROPERTY VALUATION	20,900.00
12/11/2025	103037	15853	AIMPOINT INC	1,557.00
12/11/2025	103038	14258	ASCENSION WI EMP SOLUTIONS	1,392.00
12/11/2025	103039	10647	AURORA HEALTH CARE	541.00
12/11/2025	103040	13170	AXON ENTERPRISE, INC	60.00
12/11/2025	103041	14793	BAUMAN, R & ASSOCIATES, S.C.	1,034.00
12/11/2025	103042	10418	CHARTER COMMUNICATIONS	159.99
12/11/2025	103043	14617	DONOHUE & ASSOCIATES, INC	4,132.50
12/11/2025	103044	10121	FASTENAL COMPANY	341.82
12/11/2025	103045	16278	FEDERAL SIGNAL CORPORATION	12,015.00
12/11/2025	103046	10143	GALLS, INC.	232.25
12/11/2025	103047	14789	GFL ENVIRONMENTAL	142,653.33
12/11/2025	103048	10156	GRAINGER INC.	61.93
12/11/2025	103049	10788	HERMAN PLUMBING LLC	1,426.00
12/11/2025	103050	10188	IMAGE TREND, INC	956.13
12/11/2025	103051	EVIDENCE	ISIAH J JOHNSON	683.00
12/11/2025	103052	10191	ITU ABSORBTECH, INC.	184.63
12/11/2025	103053	11032	LAKESIDE INTERNATIONAL, LLC	327.04
12/11/2025	103054	16487	MAGPUL INDUSTRIES CORP	677.39
12/11/2025	103055	10249	MENARDS INC.	291.31
12/11/2025	103056	10271	NAPA AUTO PARTS	13.49
12/11/2025	103057	16577	NEMATH, MALLORY	19.93
12/11/2025	103058	10287	OAKES, A.W. & SON INC.	135,527.75
12/11/2025	103059	10290	OFFICE TECHNOLOGY GROUP	2,026.52
12/11/2025	103060	10316	PROPHOENIX CORPORATION	2,430.00
12/11/2025	103061	10322	QUILL	20.28
12/11/2025	103062	10332	RACINE COUNTY FINANCE DEPT	66,090.75
12/11/2025	103063	10744	ROMME PRINTING	300.00
12/11/2025	103064	15873	SADLON, NICHOLAS	104.33
12/11/2025	103065	CD REFUND	SEIFERT, ROBERT J.	60.00
12/11/2025	103066	PD OVERPAY	SHANE DUPOR	175.00
12/11/2025	103067	11051	SMITH, R.A. INC	23,899.30
12/11/2025	103068	10684	TAPCO	363.63
12/11/2025	103069	10417	THOMPSON & ASSOC. WETLAND SRV	16,880.22
12/11/2025	103070	13578	WESOLOWSKI & REIDENBACH S.C.	2,287.50
12/11/2025	103071	10492	WISCONSIN HUMANE SOCIETY	2,122.50
12/18/2025	432(A)	16574	EVOLVE360, LLC	1,462.50
12/18/2025	433(A)	10514	VON BRIESEN & ROPER, S.C.	23,662.04
12/19/2025	414(E)	10081	CONSERV FS, INC	9,719.06
12/19/2025	415(E)	DELTA	DELTA DENTAL OF WISCONSIN, IN	21,741.80
12/19/2025	416(E)	10541	DIVERSIFIED BENEFIT SERVICES	29,618.49
12/19/2025	417(E)	12605	ELECTRONIC FEDERAL TAX PAYMEN	175,753.45
12/19/2025	418(E)	GREAT WEST	GREAT WEST FINANCIAL	30,771.32
12/19/2025	419(E)	14792	IL REVENUE	549.06
12/19/2025	420(E)	10266	MT PLEASANT POLICE OFFICERS A	1,050.00
12/19/2025	421(E)	14994	MT PLEASANT SERGEANTS ASSOCIA	200.00
12/19/2025	422(E)	NATIONWIDE	NATIONWIDE	975.00
12/19/2025	423(E)	NWM	NORTHWESTERN MUTUAL	2,739.95
12/19/2025	424(E)	14625	QUADIENT FINANCE USA INC	319.97

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Check Date	Check	Vendor	Vendor Name	Amount
Bank AP01 Johnson Bank				
12/19/2025	425(E)	SSFD	SOUTH SHORE FIRE UNION	3,190.00
12/19/2025	426(E)	10459	WE ENERGIES	20,339.66
12/19/2025	427(E)	10461	WE ENERGIES (STREET LIGHTS)	2,367.32
12/19/2025	428(E)	10482	WI SCTF	735.00
12/19/2025	429(E)	14209	WISCONSIN DEPARTMENT OF REVEN	29,035.18
12/19/2025	430(E)	15318	WISCONSIN DEPARTMENT OF REVEN	10.00
12/19/2025	431(E)	WIS EE TRU	WISCONSIN EMPLOYEE TRUST FUND	271,182.17
12/19/2025	103072	14421	ABRAHAM'S ON-SITE SHREDDING S	38.00
12/19/2025	103073	13861	ABSOLUTE CONSTRUCTION ENTERPR	67,568.02
12/19/2025	103074	10017	AIRGAS USA, LLC	1,905.24
12/19/2025	103075	10610	ASCENSION WI EMP SOLUTIONS	260.00
12/19/2025	103076	10647	AURORA HEALTH CARE	157.00
12/19/2025	103077	10907	BUY RIGHT AUTO, INC	664.70
12/19/2025	103078	10060	CARGILL, INC.	51,325.95
12/19/2025	103079	10063	CDW GOVERNMENT, INC.	212.16
12/19/2025	103080	15709	CINTAS CORPORATION NO 2	169.36
12/19/2025	103081	P&R REFUND	DAWN FRANCISCO	100.00
12/19/2025	103082	16230	DURAND, THOMAS	22.00
12/19/2025	103083	10105	E-VERGENT.COM, LLC	119.90
12/19/2025	103084	10716	EAGLE MEDIA, INC	288.70
12/19/2025	103085	12827	ECONOMY ELECTRIC, LLC	875.00
12/19/2025	103086	10110	EHLERS	4,253.31
12/19/2025	103087	16186	EMS MANAGEMENT & CONSULTANTS	1,839.90
12/19/2025	103088	10121	FASTENAL COMPANY	170.07
12/19/2025	103089	10129	FLOYD'S TOWING, INC	2,525.00
12/19/2025	103090	10137	FSCI	16,080.00
12/19/2025	103091	10143	GALLS, INC.	2,496.34
12/19/2025	103092	10144	GATEWAY TECHNICAL COLLEGE	331.62
12/19/2025	103093	10150	GLEASON REDI-MIX INC.	524.50
12/19/2025	103094	10163	GUETZKE & ASSOCIATES, INC.	365.00
12/19/2025	103095	10169	HASTINGS AIR-ENERGY CONTROL	489.00
12/19/2025	103096	10860	HILLER FORD, INC	100.00
12/19/2025	103097	10188	IMAGE TREND, INC	1,912.27
12/19/2025	103098	10191	ITU ABSORBTECH, INC.	371.78
12/19/2025	103099	10199	J & F AUTO GLASS, INC.	600.00
12/19/2025	103100	16559	J&N TACTICAL LLC	2,165.00
12/19/2025	103101	10595	JUSTMAN, JUSTINE	250.64
12/19/2025	103102	10886	KIESLER POLICE SUPPLY, INC	3,410.68
12/19/2025	103103	16536	KIESLICH, JEFFREY S	1,050.00
12/19/2025	103104	11032	LAKESIDE INTERNATIONAL, LLC	2,084.75
12/19/2025	103105	15032	LIFE-ASSIST, INC	5,897.42
12/19/2025	103106	16533	LONG, KATHERINE	35.00
12/19/2025	103107	COURTMISC	MANUEL RODRIGUEZ	98.80
12/19/2025	103108	10249	MENARDS INC.	708.50
12/19/2025	103109	10361	MOTION & CONTROL ENTERPRISES	87.25
12/19/2025	103110	13582	PALM, ROBIN	1,521.62
12/19/2025	103111	15324	PEREZ, HEATHER	120.70
12/19/2025	103112	10307	POMP'S TIRE SERVICE INC.	3,567.55
12/19/2025	103113	10308	PORCARO FORD/MITSUBISHI	10,184.47
12/19/2025	103114	10309	PORT-A-JOHN, INC.	309.00
12/19/2025	103115	10348	RACINE AREA MANUFACTURERS AND	1,600.00
12/19/2025	103116	10830	RACINE WATER & WASTEWATER UTI	32.86
12/19/2025	103117	10345	RACINE, CITY OF	446,250.00
12/19/2025	103118	16553	RAY O'HERRON CO INC	526.90
12/19/2025	103119	15687	SCHAUER, AARON	22.00
12/19/2025	103120	10613	SCHNABEL, KARL H, CO., INC.	141.00
12/19/2025	103121	11051	SMITH, R.A. INC	84,350.04
12/19/2025	103122	16579	STEAMDRY COMPLETE CARPET CARE	1,203.76
12/19/2025	103123	10408	STRECHER'S INC.	5,744.83
12/19/2025	103124	16581	THOMAS SCIENTIFIC HOLDINGS LL	1,022.93
12/19/2025	103125	10420	TKK ELECTRONICS, LLC	1,073.00
12/19/2025	103126	15343	VITAL RECORDS CONTROL	190.00
12/19/2025	103127	10966	WANASEK CONTRACTORS	32,774.79
12/19/2025	103128	15678	WEDIGE RADIATOR & AC INC	62.66
12/19/2025	103129	16246	WENNIGER COMPRESSOR INC	340.42
12/19/2025	103130	10463	WESTERN CULVERT & SUPPLY INC.	6,331.30
12/19/2025	103131	10472	WI DEPT OF TRANSPORTATION	1,259.40
12/19/2025	103132	10488	WILLKOMM, INC., JERRY	1,044.12
12/29/2025	103133	10675	BAKER, BRANDI - PETTY CASH	119.97
12/29/2025	103134	14408	CLOUDCOVER USA	1,600.00
12/29/2025	103135	10078	COMMUNITY INSURANCE CORP.	25.00

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Bank AP01 Johnson Bank				
12/29/2025	103136	16567	DEKOVEN FOUNDATION FOR CHURCH	250.00
12/29/2025	103137	10541	DIVERSIFIED BENEFIT SERVICES	478.78
12/29/2025	103138	10106	EAGLE ENGRAVING, INC	188.95
12/29/2025	103139	10716	EAGLE MEDIA, INC	314.00
12/29/2025	103140	14210	FIRE SERVICE, INC	4,905.90
12/29/2025	103141	15344	FLOCK SAFETY	15,000.00
12/29/2025	103142	10137	FSCI	4,047.50
12/29/2025	103143	11513	MERONEK, TERI	111.80
12/29/2025	103144	16435	O'TOOLE, KELLY	24,712.79
12/29/2025	103145	16582	PLACER LABS INC	13,000.00
12/29/2025	103146	10307	POMP'S TIRE SERVICE INC.	950.66
12/29/2025	103147	15882	RACINE COUNTY PARKS	374.00
12/29/2025	103148	16199	SIMONS, TAMI	64.40
12/29/2025	103149	10438	UNITED MECHANICAL, INC.	393.00
12/29/2025	103150	16534	WACHTEL TREE SCIENCE & SERVIC	7,500.00
12/30/2025	434(E)	COLONIAL	COLONIAL LIFE & ACCIDENT INSU	1,960.62
12/30/2025	435(E)	10541	DIVERSIFIED BENEFIT SERVICES	14,137.09
12/30/2025	436(E)	16453	RAZOR SHARP FITNESS	121.00
12/30/2025	437(E)	10459	WE ENERGIES	6,334.57
12/30/2025	103151	WCA	WCA GROUP HEALTH TRUST	309,799.03
12/31/2025	438(A)	10514	VON BRIESEN & ROPER, S.C.	543.34

AP01 TOTALS:

Total of 234 Checks:	3,308,569.07
Less 0 Void Checks:	0.00
Total of 234 Disbursements:	<u>3,308,569.07</u>

Bank TID5 TID 5 NORTH AREA

12/05/2025	64893	13331	PITTS BROTHERS & ASSOCIATES,	6,100.00
12/05/2025	64894	10830	RACINE WATER & WASTEWATER UTI	696,111.58
12/05/2025	64895	12049	REINHART BOERNER VAN DEUREN S	392.50
12/05/2025	64896	13911	SJ LOUIS CONSTRUCTION, INC	57,931.25
12/06/2025	1369(A)	10514	VON BRIESEN & ROPER, S.C.	14,237.00
12/11/2025	64897	10472	WI DEPT OF TRANSPORTATION	500,000.00
12/12/2025	1370(A)	10514	VON BRIESEN & ROPER, S.C.	1,167.00
12/18/2025	1371(A)	10514	VON BRIESEN & ROPER, S.C.	18,154.50
12/19/2025	64898	10110	EHLERS	3,440.53
12/19/2025	64899	13329	KAPUR & ASSOCIATES, INC	130,263.70
12/19/2025	64900	10830	RACINE WATER & WASTEWATER UTI	644.72
12/19/2025	64901	10345	RACINE, CITY OF	103,750.00

TID5 TOTALS:

Total of 12 Checks:	1,532,192.78
Less 0 Void Checks:	0.00
Total of 12 Disbursements:	<u>1,532,192.78</u>

REPORT TOTALS:

Total of 246 Checks:	4,840,761.85
Less 0 Void Checks:	0.00
Total of 246 Disbursements:	<u>4,840,761.85</u>

DEC 22 2025

Date 12-22-25

Form AB-101

Alcohol Beverage Appointment of Agent OFFICE OF THE CLERK

Agent Type (check one)

- Original (no fee)
- Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Speedway

2. Business Trade Name or DBA

3. Entity Type (check one)
 Limited Liability Company Corporation Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)
 Municipal Retail License State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name: McBeth 2. First Name: Anthony 3. M.I.: J

4. Email: [Redacted] 5. Phone: [Redacted]

6. Home Address: 1108 Main St

7. City: Union Grove 8. State: WI 9. Zip Code: 53182 10. Age: 30

11. Drivers License/State ID Number: [Redacted] 12. Drivers License/State ID State of Issuance: [Redacted]

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Yes No
Submit proof of completion.

2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire? Yes No
Submit a completed Form AB-100 with this form.

3. Have you been a Wisconsin resident for at least 90 continuous days? Yes No
See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the Undersigned, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>McBeth</i>		First Name <i>Anthony</i>		M.I. <i>J</i>
Title <i>Store Manager</i>	Email [REDACTED]		Phone [REDACTED]	
Signature <i>[Signature]</i>			Date <i>12-22-2025</i>	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the Agent, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>McBeth</i>		First Name <i>Anthony</i>		M.I. <i>J</i>
Signature <i>[Signature]</i>			Date <i>12-22-2025</i>	

MyFoodAndBevTraining.com

Wisconsin Responsible Beverage Seller/Server Training Course

This is to certify that

MyFoodAndBevTraining.com
ANTHONY MCBETH VALDEZ.com

has successfully completed the

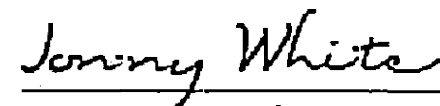
MyFood & Bev TRAINING®

Wisconsin Responsible Beverage Seller/Server Training Course

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

Completed on: **December 21, 2025**

Certificate ID: **c4af9b11-c465-4f9d-886f-c8cbddc98422**



Jonny White

Authorized Signature

MyFoodAndBevTraining.com



Ordinance 15-2025

Amending Code of Ordinances Chapter 30 Article I: In General

The village board of Mount Pleasant do ordain as follows:

1. That they amend Chapter 30 Article I as shown in Exhibit A; and
2. That this ordinance shall take effect upon adoption and publication as provided by law.

Adopted January 12, 2026.

THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN

X

David DeGroot
President

X

Jill Firkus
Clerk

Chapter 30: Fees and Charges

ARTICLE I: IN GENERAL

§ 30-1. GENERAL FRAMEWORK.¹

- (a) The Village ~~shall~~ may charge ~~such fees, for permits, services, and charges as authorized by a resolution work contemplated within the Code of Ordinances and other formally adopted by policies and procedures of the Village Board, except for impact fees (as provided in Article II, §§ 30-51 to 30-61) and room tax for hotels and motels (as provided in Chapter 2, Article VI, §§ 2-301 to 2-400).~~, and as authorized by the Wisconsin Statutes.
- (b) The Village Board may review and approve the fees, permits, charges, and other taxes specified herein as part of the annual budget adoption or at such other time as it determines and make changes to the schedule of fees.
- (c) The Village Treasurer shall maintain a schedule of all fees, permits, and charges, except for impact fees found in Article II, §§ 30-51 to 30-61, and the room tax for hotels and motels, found in Chapter 2, Article VI, §§ 2-301 to 2-400.
- ~~(d) The Village Administrator or the Village Finance Director shall, at least every two years, prepare reports regarding the adequacy of the fees, charges, and permits contained in this section.~~

§ 30-2. ~~COMMUNITY DEVELOPMENT DEPARTMENT FEES.~~

~~[ORD. No. 38-2022, 12-12-2022]~~

- ~~(a) Chapter 14: Building and Building Regulations fees.~~
- ~~(1) Building Code; reinspection; plan examinations; special inspection and reports; Wisconsin Uniform Building Permit Seal; occupancy fees; erosion control fees; fees charged by other governmental entities; and miscellaneous fees.~~
- ~~(2) Electrical permit fees. Electrical permit fees shall be as follows:~~
- ~~a. New residential construction.~~

Per-Unit Charge	
One-bedroom	\$27 x number of units
Two-bedroom	\$32.50 x number of units
Three-bedroom	\$42.50 x number of units
Four-bedroom	\$52.50 x number of units

- ~~b. Ampere service charge for all services.~~

Per-Unit Charge	
100-amp	\$30 x number of units
200-amp	\$35 x number of units

¹ THIS ORDINANCE ALSO REPEALED FORMER ART. I, IN GENERAL, AS AMENDED 11-8-2021 BY ORD. No. 25-2021.

400-amp	\$45 x number of units
600-amp	\$55 x number of units
800-amp	\$65 x number of units

Per-Circuit Charge
\$0.75 x number of circuits

~~c. The Village shall estimate commercial, industrial and agriculture work job value as follows:~~

- ~~1. Estimated job value range of \$50 to \$500: \$2 for each \$100, and \$0.25 for each \$10 fraction thereafter.~~
- ~~2. Estimated job value range of \$500 to \$10,000: \$15 for the first \$500, plus~~
- ~~3. \$1.30 for each \$100 fraction thereof.~~
- ~~4. Estimated job value range over \$10,000: \$150, plus \$0.80 per \$100 fraction thereafter.~~
- ~~5. Reinspection fee shall be \$40.~~
- ~~6. Minimum fee shall be \$32.50.~~

~~(b) Chapter 58: Parks and Recreation fees.~~

- ~~(1) Athletic fields, outdoor facility use, indoor facility use, special events, inflatables, tents, alcohol, cabaret, and shelters.~~
- ~~(2) Athletic programs, summer playground programs, and other recreation programming.~~

~~(c) Chapter 74: Subdivisions fees.~~

- ~~(1) Minor land division (certified survey map).~~
- ~~(2) Condominium plat.~~
- ~~(3) Preliminary plat.~~
- ~~(4) Final plat.~~

~~(d) Chapter 90: Zoning fees.~~

- ~~(1) Zoning Map amendments.~~
- ~~(2) Development plans.~~
- ~~(3) Site plan review.~~
- ~~(4) Conditional uses.~~
- ~~(5) Zoning variances.~~
- ~~(6) Administrative adjustments.~~
- ~~(7) Appeals of administrative decisions.~~
- ~~(8) Zoning permits and certificates.~~
- ~~(9) Comprehensive Plan amendments.~~
- ~~(10) Sign permits.~~
- ~~(11) Wireless communications.~~
- ~~(12) Zoning request letters.~~

~~§ 30-3. PUBLIC WORKS DEPARTMENT FEES.~~

~~[ORD. NO. 38-2022, 12-12-2022]~~

~~(a) Plumbing permit fees. Plumbing permit fees shall be as follows:~~

- ~~(1) Storm sewer: \$35.~~
- ~~(2) Outside sewer: \$35.~~
- ~~(3) Water: \$30.~~
- ~~(4) Well registration: \$35.~~
- ~~(5) Well abandonment: \$25.~~

- ~~(6) Sewer disconnect: \$25.~~
- ~~(7) Plumbing fixtures:

 - ~~a. First fixture: \$25.~~
 - ~~b. Each additional fixture: \$7.~~~~
- ~~(8) Road opening: \$100.~~
- ~~(9) Manholes: \$15.~~
- ~~(10) Catchbasins: \$15.~~
- ~~(11) Reinspection: \$30.~~

~~(b) Municipal water main connection fees.~~

Diameter (inches)	Amount
3/4 to 1	\$450
1 1/2	\$600
2	\$800
4	\$1,600
6	\$2,400
8	\$3,000

~~(c) Municipal sanitary sewer connection fees.~~

Type	Fee
Single-family residential	\$700
Multiunit residential:	
First unit	\$700
Second unit	\$350
Each additional unit	\$200
Commercial, industrial and institutional	\$1,050

Meter Size (inches)	Capacity (gpm)	Meter Equivalent	Base Rate	\$200
5/8	20	1	\$1,050	\$1,250
3/4	25	1.5		\$1,350
1	50	2.5	\$1,550	\$1,550
1 1/2	100	5		\$2,050
2	160	8		\$2,650
3	300	15		\$4,050
4	500	25		\$6,050
6	1,000	50		\$11,050

~~§ 30-4. SOUTH SHORE FIRE DEPARTMENT FEES.~~

~~[ORD. NO. 38-2022, 12-12-2022]~~

- ~~(a) Chapter 34: Fire Prevention and Protection fees.~~
- ~~(1) Fire protection system review.~~
- ~~(2) Review of plans and calculations per unit.~~
 - ~~a. Fire sprinkler, fire control, and fire suppression system plan review.~~
 - ~~b. Verification of additional sets of hydraulic calculations.~~
 - ~~c. Verification of additional sets of hydraulic calculations utilizing the Darcy-Weisbach calculation method.~~
 - ~~d. Standpipe systems.~~
 - ~~e. Fire pumps.~~
 - ~~f. Modifications to existing sprinkler systems.~~
 - ~~g. Fire sprinkler system underground mains, including combination mains.~~
 - ~~h. Other fire protection, fire control, or fire suppression systems including wet chemical, dry chemical, or gaseous agent systems.~~
 - ~~i. Fire alarm systems per control panel.~~
 - ~~j. Fire alarm system manual pull stations, initiating and annunciating devices.~~
 - ~~k. Fire hose standpipe connections.~~
 - ~~l. Fire hydrants.~~
 - ~~m. Various site inspection services, witnessed tests, etc.~~
 - ~~n. Testing of emergency lighting.~~
 - ~~o. Failure to call for a final inspection.~~

~~§ 30-5. THROUGH § 30-50. (RESERVED)~~



EXECUTIVE SUMMARY

Village Board Meeting
January 12, 2026

Personnel Manual Revisions

BACKGROUND

The Village continues to take a proactive approach by conducting an annual review of the Personnel Manual to ensure alignment with law changes and best practices. All proposed changes have been recommended and/or reviewed by legal counsel. A detailed overview of these revisions is provided in the attached Summary of Proposed Changes, with a brief description of key revisions outlined below.

- 1) The most substantial revisions address the pay and benefits structure for Battalion Chiefs as they work a 24-hour schedule. The proposed changes were recommended in the 2025 Organizational Structure & Future Needs Analysis completed by McMahan. Proposed changes in reference to Battalion Chief's were made to the following sections:
 - a) **Classification of Employees**
 - Defines full-time fire department employee (Battalion Chief) as one who works an average of 56 hours per week / 2912 hours per year.
 - b) **Working Hours**
 - Adds Fire Department section to recognize Battalion Chief schedule as 56 hours per week, as determined by Fire Chief, or designee.
 - c) **Holidays with Pay**
 - Defines holiday hours for Battalion Chief.
 - Specifies that holiday hours are added to the Battalion Chiefs leave bank at the beginning of the calendar year.
 - d) **Vacation**
 - Defines a vacation schedule for Battalion Chiefs.
 - e) **Sick Leave**
 - Establishes that sick leave accrual for Battalion Chiefs is earned at a rate of 16 hours per month, up to 1680 hours.
 - Specifies that a statement is required from a physician for sick leave used beyond two consecutive work days.

- 2) Other proposed revisions are listed in the sections below.
 - a) **Classification of Employees**
 - Updates definitions to accurately reflect current positions.
 - b) **Orientation Period**
 - Extends employee orientation period from 90 days to six months to allow adequate time to assess performance.
 - c) **Working Hours**
 - Allows for an optional summer work schedule for eligible employees from May through September.

- d) **Vacation**
 - Allows new employees to receive and use prorated vacation hours within the calendar year, consistent with current practice.
 - Permits employees to carry over up to three vacation days per calendar year.
- e) **Family and Medical Leave (FMLA):**
 - Requires employees to apply accrued leave before taking an unpaid leave under Federal FMLA, a common practice in many municipalities that offer a sick leave accrual bank.
 - Establishes a two-week notification requirement for foreseeable intermittent FMLA to address scheduling changes.
- f) **Worker's Compensation**
 - Clarifies procedures for light duty assignments while on Worker's Compensation.
 - Adopts the requirement that FMLA runs concurrently with Worker's Compensation leave.
- g) **Grievance and Disciplinary Procedure**
 - Grants the Village Administrator authority in the notification process as the Human Resources Director investigates grievances.
 - Specifies that grievances involving Human Resources Director or Village Administrator are to be filed with the Village Attorney.
- h) **Driver's License and Status Mandatory CDL**
 - Requires employee to immediately report suspension or revocation of Commercial Driver's License (CDL).
 - Allows the Village to determine whether temporary reassignment of duties are available.
- i) **Smoking Policy**
 - Clarifies the use of tobacco products during designated breaktimes.
- j) **Drug and Alcohol Policy**
 - Eliminates pre-employment drug testing for part-time employees that don't operate Village vehicles or equipment.
 - Requires post-accident drug and alcohol testing for any employee involved in an accident while operating Village vehicles or Village equipment, consistent with current practices.

RECOMMENDATION

Staff recommends that the Village Board: **Move to approve the revisions to the Personnel Manual as presented.**

FISCAL IMPACT

Minimal fiscal impact.

PREPARED BY

Mary A. Cole, Human Resources Director, January 12, 2026.

SUMMARY OF PROPOSED CHANGES TO PERSONNEL MANUAL (12/08/2025)

- I. Classification of Employees – Section 15
- II. Orientation Period – Section 19
- III. Working Hours – Section 24
- IV. Holidays with Pay – Section 37
- V. Vacation – Section 38
- VI. Sick Leave – Section 39
- VII. Family and Medical Leave – Section 45
- VIII. Workers Compensation – Section 48
- IX. Grievance and Discipline Procedure – Section 58
- X. Driver's License Status Mandatory CDL – Section 61
- XI. Smoking Policy, Section 69
- XII. Drug and Alcohol Policy, Section 72

SECTION 15 – Classification of Employees

All employees not covered under Village union contracts are classified under one or more of the following employee classifications. This policy is not intended to supersede any classifications in any labor agreement. However, classifications relating to part-time employees are subject to change as amended by the Wisconsin Retirement System.

REGULAR FULL-TIME EMPLOYEE

A full-time employee works more than 1900 hours in a 12-month period. This employee will be considered a full-time Village employee and will receive benefits as presented in this employee manual.

A full-time fire employee who works an average of 56 hours per week / 2912 hours in a 12-month period. This employee will be considered a full-time Village employee and will receive benefits as presented in this employee manual.

DEFINITIONS

1. The following positions shall be defined as Management/Exempt:
 - Accountant
 - Assistant Fire Chief
 - Chief Building Inspector
 - Communications Director
 - Community Development Director
 - Communications Manager
 - Deputy Director of Human Resources/Finance
 - Deputy Director of Public Works
 - Deputy Village Administrator
 - Human Resources Director
 - Director of Public Works/Village Engineer
 - Finance Director

- Fire Battalion Chief
- Fire Bureau Chief – Community Risk Reduction
- Fire Bureau Chief – Training and Emergency Medical Services
- Fire Chief/IT Manager
- IT Project Manager
- Parks & Recreation Manager
- Planner II
- Police Captain
- Police Chief
- Police Lieutenant
- Public Works Superintendent
- Tourism Manager
- Village Clerk
- Village Treasurer
- Village Administrator

2. The following positions are also defined as Appointive Officers:

- Village Administrator (appointed by the Village Board)
- Chief of Police Department (appointed by the Police and Fire Commission)
- Chief of South Shore Fire Department (appointed by the Police and Fire Commission)

SECTION 19 – Orientation Period

Newly hired regular at-will employees, except for employees covered by a collective bargaining agreement or employees in protective service positions, will be provided with an orientation period for the first 6 months of continuous employment. The orientation period for public safety employees is the 365 calendar days of employment or appointment in a new position. The primary purposes of the orientation period are to provide a learning period for the newly hired/appointed employee and for the employee's supervisors to assess the employee's performance. There is no guarantee of employment for the entire orientation period.

During this orientation period, the employee's performance will be assessed by their immediate supervisor in the areas of ability to perform the essential functions of the job, ability to follow direction, cooperativeness, attitude, dependability and other factors which are deemed to be needed for the position. The employee's performance will be evaluated by the supervisor periodically throughout the orientation period with a conference conducted at a minimum just prior to 6 months of employment prior to ending of probationary period. Protective service personnel may receive additional reviews up to 365 days. These conferences shall allow discussion regarding progress and concerns between the employee and the supervisor. The items discussed at the conference should be documented in writing and signed by the employee and the supervisor. The written record of the conference will be maintained in the employee's personnel file. Should the Village believe an additional orientation period is needed, the initial orientation period for Village employees may be extended for up to an additional 6 months. If an extension is needed, the employee will be informed of the need and the reasons by his or her supervisor prior to the extension of the orientation period.

At any time during the orientation period, an employee may be terminated for any reason whatsoever at the sole discretion of the Village. Upon the successful completion of the orientation period, an employee's starting date will be the employee's first day of employment with the Village.

As an at-will employee, an employee may be dismissed at any time for any reason or no reason at all and with or without notice

SECTION 24 – Working Hours

The regular work day and starting/ending time for all Village employees may be changed at the discretion of the Employer at any time for any reason. The pay period begins on Sunday and ends on Saturday. The use of paid time off including vacation, sick, holiday, compensatory time or other paid time off during the work week will not be counted as hours worked for purposes of calculating overtime. Non-exempt employees shall work overtime whenever required by the Employer, unless unable to do so by reason of illness or other incapacity. The following are guidelines and are not a guarantee of working days/hours.

Village Hall Employees

Municipal staff employees working in the Village Hall have a 40-hour work week, working 8 hours per day Monday through Friday. The normal hours of operation for the Village Hall are 8:00 a.m. to 5:00 p.m., Monday through Friday unless a different work schedule is approved by the Department Head.

Municipal staff employees may have the option of working a summer work schedule. The normal hours of operation for Village Hall during the summer are 8:00 a.m. to 5:00 p.m. per day Monday through Thursday and 8:00 a.m. to 1:00 p.m. on Fridays, except for established holidays. Summer hours will run from **May through September**. Staffing needs, operational demand, and statutory requirements for elections may necessitate a change to operating hours on Fridays during the summer schedule. Summer hours are subject to change if deemed necessary by the Administrator and the Human Resource Director.

Public Safety administrative staff work a 40-hour week or as scheduled by the department head. The normal lunch period will be one hour unpaid.

Office employees may be allowed to work remotely on an occasional basis in accordance under Section 14.

Highway and Sewer Department Employees

The normal work week for employees of the Highway and Sewer Departments shall be forty (40) hours, Monday through Friday. The normal work day shall be eight (8) hours, generally from 7:00 a.m. to 3:30 p.m. The normal lunch period will be one-half hour unpaid.

Highway and Sewer Department employees may have the option of working a summer work schedule. Summer hours will run from **May through September**.. Staffing needs, and operational demand, may necessitate a change to operating hours during the summer schedule. Summer hours will consist of 10-hour days. Summer hours of operation will be from 6:00 a.m. to 4:00 p.m. Summer hours are subject to change if deemed necessary by the Administrator and the Human Resource Director.

Fire Department

Fire Department Battalion Chiefs assigned to shift operations work an average of 56 hours per week. Scheduled is determined by Fire Chief, or designee, in accordance with shift assignment.

SECTION 37 – Holidays with Pay

Regular full-time employees receive the following paid holidays, unless otherwise stated below:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving
Martin Luther King Jr Day	Friday following Thanksgiving Day
Spring Break – Friday before Easter	Christmas Eve Day
Memorial Day	Christmas Day

Independence Day

Floating Holiday (8 hours)

When any of the above holidays falls on a Sunday, the holiday will normally be observed on the following Monday. Holidays falling on Saturday will normally be observed on the previous Friday. Employees working 1560 hours but less than 1900 hours in a 12-month period will be eligible for holidays at a prorated number of hours to that of a full-time employee.

To be eligible for holiday pay, employees must work their regularly scheduled workday immediately preceding and immediately following the holiday unless the employee has scheduled the use of vacation on either or both of those work days with prior approval of the department manager. An employee who is absent for all or a portion of the employee’s regularly scheduled workday on the day before or after a holiday due to illness is not eligible for holiday pay, unless accompanied by a certificate of illness signed by a licensed physician.

Beginning each calendar year, employees shall receive one paid floating holiday that must be taken within the calendar year. For permanent part time employees the floating holidays shall be prorated based on the percent of full-time hours. Employees must request in advance to their department manager following the same procedures used for requesting leave. Employees will not be paid for unused floating holidays if they separate from employment. Unused floating holidays will not carry forward from one calendar year to the next.

Holiday hours for Battalion Chiefs are 24 hours. These holiday hours will be added to each Battalion Chief’s leave bank at the beginning of each calendar year for use during that year.

SECTION 38 – Vacation

Regular full-time employees shall earn annual vacations with pay based on the following schedule as of January 1, 2023

<u>Years of Service</u>	<u>Hours of Annual Paid Vacation</u>
Date of Hire – end of 2 years	80
3 years – 4 years	96
5 years – 9 years	120
10 years – 14 years	160
15 years – 19 years	184
20 years and over	200

Battalion Chief’s shall earn annual vacations with pay based on the following schedule as of January 1, 2026:

<u>Years of Service</u>	<u>Annual Paid Vacation</u>
Date of Hire – end of 2 years	6 workdays
3 years – 4 years	8 workdays
5 years – 9 years	9 workdays
10 years – 14 years	12 workdays

15 years – 19 years	13 workdays
20 years and over	15 workdays

Employees eligible for vacation under this provision will receive their entire annual vacation allotment as of January 1st, but will not have earned all of their vacation until December 31st. If an employee resigns or retires during the calendar year, the amount of vacation that will be paid out to the employee if the employee provides the notice requested under Section 52. A., will be calculated based on January 1st through their final work day with the Village.

For example, if an employee is eligible to earn 80 hours of vacation January 1st and leaves employment on July 1st, the employee will have earned 40 hours of vacation. If the employee has used less than 40 hours of vacation prior to the employee's last day of employment, the employee will be paid for the vacation earned but unused up to 40 hours. For example, employee used 20 hours of vacation prior to July 1st so would be paid for 20 hours earned, but unused vacation. In the event an employee has taken vacation time off in excess of what the employee has earned at the time of resignation or retirement, reimbursement for overpayment of vacation time off will be deducted from the employee's final paycheck. For example, employee used 75 hours of vacation prior to July 1st, employee owes the Village for 35 hours of vacation.

New employees During their initial year of service, new employees will receive a prorated amount of vacation hours based on their anticipated length of service for the year. For example, an employee hired on April 1st would receive $\frac{3}{4}$ of their 10 day allotment.

An employee who resigns or is terminated in their first year of employment will not have earned any vacation during that calendar year. If the employee has used vacation time, reimbursement for the unearned vacation time will be deducted from the employee's final paycheck. The employee will be responsible for repayment of any remaining balance owed. If the amount owed to the Village is greater than the amount of the final paycheck, employee will be responsible to pay the remaining balance owed within five (5) days of last day of employment.

Employees are encouraged to take their earned vacation within the calendar year in which it is accrued to promote work-life balance. Employees may carry over a maximum of 3 days of unused vacation time into the following calendar year. Any vacation time in excess of 3 days will be forfeited, except under exceptional circumstances approved by the department manager and Human Resources Director. Carried-over hours are subject to the same scheduling and approval processes as regular vacation time.

SECTION 39 – Sick Leave

All regular full-time employees of the Village accrue paid sick leave at the rate of one day per month for each month the employee is employed to a maximum of 168 days unless specified by another work agreement. Employees having a work schedule of 1560 hours but less than 1900 hours in a 12-month period will be eligible for sick leave on a prorated number of hours to that of a full-time employee. Sick leave is intended to provide continuity of income to the employee in the event of health-related issues of the employee or immediate family member that prevent the employee from working his or her regularly scheduled hours. Sick leave may be used to attend medical appointments for the employee or an immediate family member up to a maximum of 8 hours per month. Sick leave may be used to care for a sick immediate family member for up to three (3) consecutive days (non-qualified FMLA) per year. Sick leave may also be used in accordance with federal and state law governing the substitution of pay for eligible employees who are on a qualified family or medical leaves. Sick leave may not be used in advance of when it is earned.

Battalion Chiefs shall accrue paid sick leave at the rate of 16 hours per month for each month the employee is employed to a maximum of 1680 hours.

Any claim for paid sick leave of three (3) consecutive working days or more must be accompanied by a statement (at the time of return to duty) from the physician certifying the medical reasons requiring the employee's absence from work. Battalion Chiefs must provide a statement (at the time of return to duty) from the physician certifying the medical reasons requiring the employee's absence from work for any leave for sick leave of two (2) consecutive working days or more.

Paid sick leave is a benefit provided to our employees to defray loss of wages due to illness. It is designed to be used only for legitimate illnesses, and any abuse of the benefit or falsification of illness or physician certification will result in discipline up to and including discharge.

Exempt employees must record the use of sick days during a workweek on the Village's weekly timecard.

SECTION 45 – Family and Medical Leave

Employees may be eligible for family and medical leave under the federal Family and Medical Leave Act ("FMLA"), the Wisconsin Family and Medical Leave Act ("WFMLA"), or both. When both FMLA and WFMLA cover the same period of leave, leave will generally run concurrently under both laws. There are different eligibility requirements for these laws, different rights under the laws, and different procedural requirements. The following guidelines briefly describe rights and responsibilities under these laws. Further information can be obtained from the Human Resources Department.

Wisconsin law allows employees who have worked at least 1,000 hours in the past 12 months to take the following leaves in a calendar year:

1. Up to 6 weeks of unpaid family leave for the birth or adoption of a child.
2. Up to 2 weeks of unpaid family leave to care for a child, spouse, domestic partner (as defined by applicable law), or parent (of the employee, the employee's spouse, or the employee's domestic partner) suffering from a serious health condition.
3. Up to 2 weeks of medical leave for an employee to care for their own serious health condition which makes the employee unable to perform his or her employment duties.

Federal law allows employees who have worked at least 1,250 hours in the past 12 months to take up to 12 weeks of leave in a calendar year for one or more of the following reasons:

1. Family leave for the birth of an employee's child or because of the placement of a child with the employee for adoption or foster care.
2. Family leave to care for a child, spouse, or parent suffering from a serious health condition.
3. Medical leave for an employee to care for their own serious health condition which renders him/her unable to perform the functions of his or her position.
4. For a "qualifying exigency" arising out of the fact that the employee's spouse, parent or child is on active duty or has been notified of an impending call or order to active duty in the National Guard or Reserves in support of a contingency operation. Qualifying exigencies include issues arising from a covered military member's short notice deployment, attending certain military events, attending to certain childcare and school

activities, addressing certain financial and legal arrangements, attending certain counseling sessions, spending time with a covered military member who is on temporary rest and recuperation leave during deployment; and attending post-deployment briefings and meetings.

State and federal leave shall be considered to run concurrently for eligible employees. Generally, employees needing to take family leave for birth/adoption/foster care placement should request leave from their supervisor at least 30 days in advance of the need.

Employees should make reasonable efforts to schedule planned medical treatments so as not to unduly disrupt business operations. Generally, employees should provide at least 30 days' notice for planned medical treatments for themselves or family members, and as much notice as practicable in emergency situations.

Employees will be required to complete a *Request for FMLA form* and a *Certification of Healthcare Provider form*, which will need to be signed by the health care provider. Failure to return the completed medical certification within 15 days will result in a delay or denial of the leave. Any FMLA Request must go through the Human Resources Department and applicable paperwork will be provided.

If the Family and medical leave is taken as unpaid, the Village group health insurance and other insurance will remain in effect during the leave as if the employee continued working.

While FMLA leave itself is unpaid, the Village requires employees to use any accrued leave balances, i.e. sick, vacation, comp time or administrative flex time, concurrently with their Federal FMLA leave. Sick Leave must be used first for Federal FMLA leave. Vacation, comp time and administrative flex time must be used after sick leave is exhausted. Once accrued leave is exhausted, the remainder of the FMLA leave will be unpaid, unless the employee becomes eligible for other wage replacement benefits. Employees on WFMLA leave may choose to substitute accrued paid leave or take unpaid leave.

If medically necessary, employees may take FMLA leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced leave schedule – reducing the employee's usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation. Unless the leave is unforeseeable, the employee shall provide a minimum of two weeks notification to supervisor. Failure to provide timely notice may result in denial of leave.

An employee is required to provide at least two days advance notice of intent to return to work. Upon return from family or medical leave, an employee will be returned to the position he/she held immediately prior to the leave if the position is vacant. If the position is not vacant, the employee will be placed in an equivalent employment position.

Additional leave beyond the federal or state leave may be granted at management's discretion in some situations. However, failure to notify the Village and/or to return to work at the expiration of the leave may be considered a voluntary resignation.

This provision introduces the rights provision of the family and medical leave laws. Questions should be directed to the Human Resources Director.

Employees will not be discriminated against, interfered with, restrained or otherwise denied the exercise of their rights under the FMLA and/or WFMLA. If an employee believes they have been discriminated against for requesting or taking leave, for opposing any practice that is unlawful

under the leave laws, or for participating in any investigation or proceeding under or relating to the leave laws, the employee should contact the Human Resources Director. Such complaints will be investigated and appropriate corrective action taken if it is found that an employee has suffered discrimination, interference, restraint or has otherwise been denied exercise of their rights.

SECTION 48 – Worker’s Compensation

Employees are covered by worker’s compensation insurance if injured while at work.

The Village’s insurance carrier provides this coverage and is solely responsible for determining eligibility for worker’s compensation benefits. The Village pays the full expense of the insurance. Exact benefits are determined by state law. In general, coverage is supplied for hospital, medical and surgical costs, plus a weekly income.

Employees must immediately report an injury or work-related illness to their supervisor or department head no matter how minor.

After receiving notification of an employee injury incurred on the job, your supervisor or department head will complete an accident form describing the details of the injury. This report should be forwarded to the Human Resources office. Any medical bills incurred by an employee due to injury on the job should be submitted directly to the insurance carrier.

Employees who are injured on the job and are temporarily unable to perform their regular duties may be eligible for a temporary light duty assignment. Temporary light duty is contingent on: written medical documentation outlining the employee’s temporary physical restrictions, the Village’s ability to provide meaningful work that complies with those restrictions, and approval from the Human Resources Director and Village Administrator in consultation with the department head. The employee’s light duty schedule will be determined based on operational needs and medical restrictions.

Light duty is not intended to be permanent and will not extend beyond the expected recovery period. The employee must provide updated restrictions or full-duty clearance as appropriate. Employees on light duty will be compensated at their regular pay rate and will typically work their normal schedule, unless medical restrictions or Village operational needs dictated otherwise. Time missed for medical appointments related to the injury may be covered under workers’ compensation or the employee’s leave accruals, depending on eligibility.

The Village reserves the right to determine the availability and appropriateness of light duty, reassign or end light duty based on operational needs, employee’s medical updates or noncompliance and require a fitness-for-duty exam prior to returning to full duty. Failure to accept an appropriate light duty assignment or to comply with medical and reporting requirements may affect workers compensation benefits and may be subject to disciplinary action.

Federal and State FMLA will run concurrent with worker’s compensation provided that the injury meets the criteria for a “serious health condition” as defined by law. If an employee accepts a light duty assignment while on worker’s compensation, that time will not count against the employee’s family or medical leave entitlement. If the light duty position is declined and the employee elects to stay on FMLA leave, the employee may no longer qualify for the worker’s compensation benefits.

In the case where the insurance carrier denies some or all of the Workers Compensation claim, the Village has the right to chargeback all hours of absence that were not covered under Workers Compensation to the employee’s sick time bank.

SECTION 58 – Grievance and Discipline Procedure

Section 1. GRIEVANCES

This policy provides a grievance procedure addressing issues concerning workplace safety, discipline and termination. This policy applies to all Village employees, other than police and fire employees subject to Section 62.13(5), Wis. Stats.

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

1(a). DEFINITIONS:

“Grievance” is an allegation that a right or benefit specifically provided by law or the Village’s personnel rules (such as overtime pay, salary or fringe benefits) has been denied or misapplied.

“Days” means calendar days, excluding legal holidays as defined in Sec. 995.20, Wis. Stats.

“Discipline” means any employment action which results in disciplinary warning, disciplinary suspension (with or without pay), disciplinary reduction in pay or other benefits, disciplinary demotions and employment terminations. The term “discipline” does not include pre-disciplinary counseling, notices or reminders; performance evaluations; documentation of employee acts and/or omissions in an employment file; non-disciplinary demotions; non-disciplinary adjustments to compensation or benefits; actions taken to address job performance such as establishment of performance improvement plans or job targets; placing an employee on paid leave pending an internal investigation; action taken pursuant to an ordinance enacted pursuant to Sec. 19.59(1m), Wis. Stats.; changes in job assignments or locations; or other personnel actions taken by the employer for non-disciplinary reasons.

“Governing Body” means the Village Board of the Village of Mount Pleasant.

“Hearing Officer” means the impartial hearing officer required to be selected pursuant to Sec. 66.0509(1m)(d)2, Wis. Stats.

“Termination” means a discharge from employment for rule violations, poor performance, acts detrimental to the employer or other acts of misconduct. The term “termination” does not include: a voluntary quit; completion of seasonal employment; completion of temporary assignment; completion of contract; 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 medical condition, lack of qualification or license or other inability to perform job duties; or any other cessation of employment not involving an involuntary termination.

“Workplace Safety” means conditions of employment affecting an employee’s physical or mental health or safety and resulting from any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

1(b). SEASONAL EMPLOYEES AND EMPLOYEES IN THEIR ORIENTATION PERIOD:

Temporary employees and those employees in their orientation period may use this procedure, except in cases involving their performance evaluation or discharge.

Section 2. PROCEDURE

The following procedure will be followed in the event an employee desires to file a written grievance, which should include the following information:

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

An employee will not be compensated for time spent in processing his or her grievance for the various steps of the grievance procedure outlined herein.

2(a). STEPS OF THE GRIEVANCE PROCEDURE:

Step 1 – Written Grievance Filed with Human Resources Director. The employee must prepare and file a written grievance with the Human Resources Director within ten (10) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The Human Resources Director or their designee will investigate the facts giving rise to the grievance and inform the Village Administrator of the findings. The Village Administrator will inform the employee of their decision, if possible within ten (10) business days of receipt of the grievance. In the event the grievance involves the Human Resources Director or the Village Administrator, the grievance shall be filed with the Village Attorney, who shall process the grievance.

Step 2 – Impartial Hearing Officer. If the grievance is not settled at the first step, the employee may request in writing, within five (5) business days following receipt of the Step 1 decision, a request for written review by an impartial hearing officer. The Village Board shall select the impartial hearing officer. The hearing officer shall not be a Village employee. The impartial hearing officer will determine whether the Village acted in an arbitrary and capricious manner. In all cases, the grievant shall have the burden of proof to support the grievance. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.

Step 3 – Review by the Governing Body. If the grievance is not resolved after Step 2, the employee or the Village Administrator shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the Governing Body. The appeal is to be filed with the Village Board. The Village Board shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The matter will be scheduled for the Village Board's next regular meeting. The Village Board will inform the employee of its findings and decision in writing within ten (10) business days of the Village Board meeting. The Village Board shall decide the matter by majority vote, and this decision shall be final and binding.

2(b). An employee must not file a grievance outside of the time limits set forth above. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. An employee is expected to process their grievance outside of normal work hours.

Section 3. EFFECT OF PROCEDURE

The existence of and access to this procedure shall not constitute any limitation on the Village of Mt. Pleasant's rights to manage its affairs. Employees covered by Collective Bargaining Agreements will be subject to the provisions of those grievance procedures.

SECTION 61 – Driver's License Status/Mandatory CDL

The Village of Mt. Pleasant has a procedure for checking the status of employees' driver's licenses for those employees driving Village vehicles.

1. Department heads will check during the first quarter of the year the driver's license status of all employees that drive Village vehicles.
2. All personnel that drive Village vehicles shall inform their supervisor immediately upon a Wisconsin driver's license revocation or suspension. Employees shall inform their supervisor within ten days after receiving a Wisconsin driver's license warning letter from the State.
3. Any personnel not holding a valid Wisconsin driver's license will not be permitted to drive Village vehicles. Failure to maintain a valid Wisconsin driver's license, when the operation of a motor vehicle is imperative to the job function, may result in disciplinary action up to and including termination.
4. Those persons not responsible to a department head will supply the Director of Human Resources with the information requested in items 1, 2, and 3.

Employees required to possess a valid Wisconsin Commercial Driver's License.

In the event that an employee who is required by the Village to maintain a CDL has such license suspended or revoked, the employee may be reassigned to available work within their classification that does not require a CDL, at the sole discretion of the Village. The employee may also be terminated for suspension, revocation, or loss of a required CDL license, if the loss of licensure inhibits the employee's ability to perform their job duties. If a reassignment is available and occurs, the reassignment will be for a maximum of twelve (12) months. The availability and the assignment of work will vary depending on the time of year, workload and budget constraints and will be determined exclusively by the Village. If no work or insufficient work is available, the employee may utilize, in the following order: compensatory time, vacation time or unpaid leave until non-CDL work again becomes available. Failure to immediately inform the Village of suspended or revoked license will result in termination.

This program is subject to the following restrictions:

The loss of the CDL must not be the result of employee conduct arising during or in the course of employment for the Village. If the employee loses their CDL as a result of conduct while on duty, the employee may be disciplined, up to and including, termination.

- The assignment to non-CDL work for any one employee shall not exceed twelve (12) months. If the employee is unable to regain their CDL or obtain an occupational license by the end of the 12-month period, employment will be terminated.

- Each employee shall be eligible to participate in the program only one time during the course of their employment with the Village.

All employees who are required to have a valid CDL have the duty to report any offenses, tickets or violations which they receive to the Director of Human Resources or their designee within five (5) working days of the violation. In addition, employees who are required to have a valid CDL are required to report any suspension, revocation or other loss of their regular or commercial driver's license immediately. Failure to report pursuant to the above schedule shall make the employee ineligible for the provisions of this exemption, and may result in discipline up to and including termination.

It is the sole responsibility of the employee to ensure that their CDL remains current, valid, and in compliance with all applicable federal and state regulations. This includes timely renewal of the license, completion of any required medical certifications, and any other conditions necessary to remain in good standing with licensing authorities.

Failure to maintain a valid CDL will result in immediate removal from any position requiring driving responsibilities. If the employee is unable to perform the essential duties of their position due to an expired, suspended, or revoked CDL, it may result in termination of employment.

Employees must notify management immediately if their CDL status changes or is at risk of lapsing for any reason.

SECTION 69 – Use of Tobacco Products/Smoking

The use of tobacco products while on duty and while in any Village owned vehicle or while operating any equipment is strictly prohibited. Smoking is prohibited in all Village buildings. The Village also prohibits smoking within 20 feet of any Village building. Employees may use tobacco products/smoke only during their designated break times and must not allow tobacco/smoke breaks to interfere with their work duties or productivity.

SECTION 72 – Drug and Alcohol Policy

The Village prohibits use, manufacture, distribution, possession or dispensing of any illegal drugs or controlled substances, except medication taken as prescribed, by any employee while at work, on Village property, in Village vehicles, or while off the premises performing work for the Village. Employees are prohibited from reporting for work while under the influence of an illegal drug or controlled substance, except non-impairing medication taken as prescribed for the employee. When random or mandatory drug testing is required by law, such testing shall be conducted in accordance with imposed requirements. Any such testing shall be conducted by trained medical personnel at the Village's expense with the results of such test, or tests, to be disclosed to and used by the Village.

If the Village has any reason to suspect that an employee is violating this policy, the employee may be asked to immediately submit to a search of his or her vehicle, desk, brief case, purse, wallet, packages, personal possessions, or other items on the premises which he or she has access to, or where circumstances require, to a search of his or her person by supervisor or manager of the same sex. Disciplinary action up to and including termination will result if an employee is found in violation of this policy.

POLICY

I. Purpose

The Village recognizes that the use and/or abuse of illegal drugs and/or alcohol, as well as the abuse of prescribed medications, can have a significant impact on the workplace in terms of safety, worker's compensation claims, sick pay benefits, absenteeism and productivity. The Village also recognizes the legal duty to provide a safe workplace. Moreover, the Village is concerned about the health and well-being of those employees who use and/or abuse drugs and/or alcohol.

II. Policy Statement

It is the Village's policy that employee use, manufacture, distribution, possession or sale of illegal drugs at any time, and on the job use of or impairment by drugs and/or alcohol is prohibited. The Village will subject its employees to drug and/or alcohol testing as set forth in this policy.

This policy also supplements the Village's already existing D.O.T. drug and alcohol testing policy covering employees who are regularly or occasionally operating a commercial motor vehicle (including mechanics and supervisors required to have a CDL) as defined by D.O.T. regulations and will apply to situations not covered under that policy. For employees covered under the D.O.T. drug and alcohol testing policy, in the event a more restrictive provision applies under the already existing policies, the more restrictive provision will apply.

III. Types of Testing

1. Pre-employment Testing - Every full-time applicant for employment, will be required to undergo and pass a drug test before he/she may commence employment at the Village. Each job applicant will be advised that a drug test will be required as a part of a pre-placement examination and that any job offer is contingent upon, among other things, successful passage of that test. In addition, all seasonal applicants who are expected to drive to multiple locations or operate Village equipment, as part of their job duties, must also pass a drug test prior to the start of employment.
2. Reasonable Suspicion Testing - If at any time, the Village determines, there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol, the employee will be required to submit to a drug and/or alcohol test. Reasonable suspicion will be determined by two supervisors, if available. However, one supervisor may determine whether there is reasonable suspicion if no other supervisor is immediately available or the supervisor determines circumstances dictate the determination by one supervisor. Reasonable suspicion will be based upon observable actions, alone or in conjunction with other factors including, but not by way of limitation: (1) dangerous or accident-prone conduct; (2) decreased job performance which is unexplained; (3) unexplained increased absenteeism; (4) complaints from co-employees and other problems with interpersonal relations; (5) drug-related signs such as paraphernalia; (6) reduced short-term memory; (7) physical symptoms such as bloodshot eyes; (8) dilated pupils, stuffy or runny nose; (9) anxiety; and/or (10) inability to concentrate.
3. Post-Accident Testing: If an employee is involved in an accident and it appears the employee is at fault or the accident cannot be explained to the satisfaction of Village representatives, or in the case of an employee operating a Village vehicle in which the employee is involved in an accident, the employee shall be required to submit to a drug and/or alcohol test, as outlined in this Policy. This section shall apply to both the injured employee and any other employee whose actions may have contributed to the occurrence of the accident.

4. Random Testing - Pursuant to the Omnibus Transportation Employee Testing Act of 1991, all employees required to hold commercial driver's licenses (CDLs) shall be required to participate in random drug and alcohol testing. Testing shall be conducted in accordance with Village policy.

CAPITAL AVENUE PROPERTIES PURCHASE AGREEMENT

BETWEEN RICHARD THOMAS DURGOM III AND THE VILLAGE OF MOUNT PLEASANT

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2 DEFINITIONS

ALL TERMS REFERENCED IN THIS AGREEMENT HAVE THE FOLLOWING DEFINITIONS.

2.1 THE AGREEMENT

THIS PURCHASE AGREEMENT.

2.2 THE BUYER

RICHARD THOMAS DURGOM III

2.3 THE CLOSING PAYMENT

\$1.00.

2.4 EFFECTIVE DATE

THE LATEST SIGNATURE DATE UNDER 25 below.

2.5 THE PARTIES

THE BUYERS AND THE VILLAGE, COLLECTIVELY.

2.6 THE PROPERTY

PARCELS 1510322329549000, 151032329550000, 151032329551000, AND 151032329552000 LOCATED IN THE VILLAGE LEGALLY DESCRIBED IN 26 below, AND ALL RIGHTS, EASEMENTS, PRIVILEGES, AND APPURTENANCES OF THAT REAL ESTATE.

2.7 THE PROPERTY IMPROVEMENTS

THE REPAVING AND RECONSTRUCTION OF THE PROPERTY AND THE DISCONTINUED CAPITOL AVENUE AREAS INTO A PRIVATE PARKING LOT SERVING DICKIE'S BAR LOCATED AT 1537 DURAND AVENUE, MOUNT PLEASANT, WI 53403.

2.8 THE VILLAGE

THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

3 AGREEMENT TO SELL

THE VILLAGE AGREES TO SELL THE PROPERTY TO THE BUYER UNDER THE CONDITIONS OUTLINED IN THIS AGREEMENT.

4 PURCHASE PRICE

THE VILLAGE AGREES TO SELL THE PROPERTY TO THE BUYERS FOR A PURCHASE PRICE OF \$1.00.

5 EXPENSES REIMBURSEMENT

5.1 ESTIMATION OF EXPENSES

THE BUYER SHALL REIMBURSE THE VILLAGE FOR ALL ENGINEERING, INSPECTION, PLANNING, SURVEYING, LEGAL, TITLE, CLOSING, AND ADMINISTRATIVE EXPENSES THE VILLAGE INCURRS TO SELL THE PROPERTY.

5.2 REIMBURSEMENT PROCEDURES

THE VILLAGE SHALL DIRECTLY PAY ALL INVOICES FOR ANY INCURRED EXPENSES. THE VILLAGE SHALL THEN INVOICE THE BUYER THE EXPENSES, WHICH THE BUYER SHALL PAY WITHIN 30 DAYS. IF THE BUYERS FAIL TO REIMBURSE THE VILLAGE FOR COSTS INCURRED BEFORE OR AFTER CLOSING, THE VILLAGE MAY IMPOSE UNREIMBURSED COSTS AS SPECIAL CHARGES. THE BUYERS CONSENT TO SPECIAL CHARGES UPON THE REAL PROPERTY LOCATED AT 1537 DURAND AVENUE, OR UPON ANY OTHER PROPERTIES OWNED BY BUYERS WITHIN THE VILLAGE, FOR ANY AMOUNTS DUE, PLUS ANY COSTS THE VILLAGE INCURRED IN ATTEMPTING TO COLLECT THE AMOUNTS DUE. THIS SPECIAL CHARGE SHALL BECOME A LIEN UPON THE PROPERTY. THE BUYERS HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO ANY NOTICES OR HEARINGS CONCERNING THE SPECIAL CHARGES IMPOSED UNDER § 66.0627 OF THE WISCONSIN STATUTES. IN THE EVENT OF THE TERMINATION OF THIS AGREEMENT BEFORE CLOSING, THE BUYERS SHALL STILL REIMBURSE THE VILLAGE FOR ALL COSTS INCURRED IN ANTICIPATION OF CLOSING.

6 TITLE INSURANCE

NOT LATER THAN 20 DAYS AFTER THE VACATION OF CAPITOL AVENUE DESCRIBED IN 7 below, THE VILLAGE SHALL OBTAIN A CURRENT OWNER'S TITLE INSURANCE COMMITMENT ISSUED BY THE TITLE INSURANCE COMPANY. IF THE BUYERS DO NOT APPROVE THE TITLE INSURANCE COMMITMENT, THE BUYERS SHALL PROVIDE THE VILLAGE WITH A NOTICE TERMINATING THIS AGREEMENT WITHIN 10 DAYS AFTER RECEIPT. AS A CONDITION TO CLOSING, THE TITLE INSURANCE COMPANY SHALL ISSUE TO THE BUYERS AT CLOSING A TITLE INSURANCE POLICY IN A CURRENT STANDARD ALTA FORM AND AN AMOUNT EQUAL TO THE PURCHASE PRICE, AND CONTAINING NO EXCEPTION OTHER THAN THE EXCEPTIONS OUTLINED IN THE TITLE INSURANCE COMMITMENT THAT THE TITLE INSURANCE COMPANY DOES NOT DELETE AT CLOSING.

7 CAPITOL AVENUE DISCONTINUANCE

THE VILLAGE SHALL DISCONTINUE CAPITOL AVENUE BETWEEN DURAND AVENUE AND GLENDALE AVENUE BEFORE CLOSING. THE VILLAGE SHALL DETERMINE THE SPECIFIC DISCONTINUED AREAS BEFORE VACATION. A FAILURE TO VACATE ANY PORTION OF THE PUBLIC RIGHT-OF-WAY SHALL NOT CONSTITUTE A BREACH OF THIS AGREEMENT.

8 EASEMENTS

THE VILLAGE, THE CITY OF RACINE WATER UTILITY, OR ANY OTHER PUBLIC OR PRIVATE UTILITY PROVIDER MAY ENCUMBER THE PROPERTY WITH UTILITY EASEMENTS, IN FORM AND CONTENT SATISFACTORY TO THAT UTILITY, AT THEIR SOLE DISCRETION. THE UTILITIES SHALL RECORD THESE EASEMENTS AS ENCUMBRANCES UPON THE PROPERTY BEFORE CLOSING OR RESERVE THEM IN THE DEED CONVEYING TITLE TO THE BUYERS AT CLOSING. THE VILLAGE SHALL PROVIDE THE BUYERS WITH THE FORM OF THE EASEMENTS AT LEAST 30 DAYS BEFORE CLOSING. IF THE BUYERS DO NOT APPROVE THE FORM OF THE EASEMENTS, THE BUYERS SHALL PROVIDE THE VILLAGE WITH A NOTICE TERMINATING THIS AGREEMENT WITHIN 10 DAYS AFTER RECEIPT.

9 PROPERTY IMPROVEMENTS

9.1 TIMING

THE BUYER SHALL SUBMIT SITE PLANS, STAMPED BY A PROFESSIONAL ENGINEER AND LANDSCAPE ARCHITECT, AS APPLICABLE, LICENSED TO PRACTICE IN THE STATE OF WISCONSIN, FOR VILLAGE REVIEW AND START CONSTRUCTION ON THE PROPERTY IMPROVEMENTS WITHIN 1 YEAR OF PURCHASING THE PROPERTY.

9.2 COMBINATION OF PROPERTIES

WITHIN THE SAME TIMEFRAME AS 9.1 above, THE BUYER SHALL MERGE, EITHER BY DEED, LOT LINE ADJUSTMENT, OR CERTIFIED SURVEY MAP, THE PROPERTY, THE EXISTING BAR (TAX PARCEL 151032329574000), AND THE SOUTHERN PARKING AREA (TAX PARCEL 151032329577000) INTO A SINGLE PARCEL OF LAND.

9.3 APPLICABLE DESIGN STANDARDS

THE BUYER SHALL DESIGN THE PARKING AREAS BY THE DESIGN STANDARDS OUTLINED IN THE VILLAGE CODE OF ORDINANCES. APPLICABLE REGULATIONS INCLUDE, BUT ARE NOT LIMITED TO:

- CHAPTER 83: STORMWATER MANAGEMENT
 - [ARTICLE II, § 83-3 POST-CONSTRUCTION STORM WATER MANAGEMENT](#)
 - [ARTICLE II, § 83-4 CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL](#)
- CHAPTER 90: ZONING
 - [DIVISION 90-420: PARKING AND ACCESS](#)
 - [DIVISION 90-425: OUTDOOR LIGHTING](#)
 - [DIVISION 90-430: LANDSCAPE AND SCREENING](#)

10 VILLAGE BOARD APPROVAL

THE MOUNT PLEASANT VILLAGE BOARD MUST APPROVE THIS AGREEMENT BEFORE CLOSING. VILLAGE BOARD DENIAL SHALL NOT CONSTITUTE A BREACH OF THIS AGREEMENT.

11 CLOSING

THE PARTIES SHALL PAY AND CONVEY TITLE ON OR BEFORE 30 DAYS AFTER THEY SATISFY ALL RESPECTIVE CONDITIONS IN THIS AGREEMENT. THEY SHALL HOLD THE CLOSING AT AN OFFICE OF AN AGENT OF TITLE INSURANCE COMPANY IN RACINE COUNTY OR AT ANOTHER MUTUALLY AGREED LOCATION.

12 TITLE CONVEYANCE

THE VILLAGE SHALL CONVEY FEE SIMPLE TITLE TO THE BUYER IN ACCORDANCE WITH THE ALLOCATION IN **PURCHASE PRICE** BY RECORDABLE CURRENT STATE BAR OF WISCONSIN FORM 1 WARRANTY DEEDS IN FORMS SATISFACTORY TO THE BUYERS, EXECUTED BY THE VILLAGE, TOGETHER WITH A REAL ESTATE TRANSFER TAX RETURN.

THE VILLAGE SHALL DELIVER TO THE TITLE INSURANCE COMPANY AT CLOSING THE TITLE INSURANCE COMPANY'S STANDARD CLOSING AFFIDAVIT, TOGETHER WITH SUCH OTHER DOCUMENTATION REQUIRED BY THE TITLE INSURANCE COMPANY TO ISSUE THE TITLE INSURANCE POLICY TO THE BUYERS, INCLUDING, WITHOUT LIMITATION, EVIDENCE OF AUTHORITY TO CONSUMMATE THE SALE, IN FORM AND SUBSTANCE ACCEPTABLE TO THE TITLE INSURANCE COMPANY. THE VILLAGE AND THE BUYERS AGREE TO COMPLETE AND EXECUTE THE DOCUMENTS NECESSARY TO CLOSE AND RECORD THE CONVEYANCE.

13 "AS IS" CONVEYANCE

THE VILLAGE AGREES TO SELL THE PROPERTY ON AN "AS IS" BASIS. THE BUYERS EXPRESSLY ACKNOWLEDGE THAT, EXCEPT FOR THE WARRANTIES CONTAINED IN THE DEED DELIVERED BY THE VILLAGE AT CLOSING, THE VILLAGE MAKES NO FURTHER WARRANTY OR REPRESENTATION RELATING TO THE PROPERTY.

14 TERMINATION AND DEFAULT

THE PARTIES MAY TERMINATE THIS AGREEMENT BEFORE CLOSING BY MUTUAL CONSENT OR IF EITHER PARTY DOES NOT SATISFY OR WAIVE ANY OF THE CONDITIONS WITHIN THIS AGREEMENT WITHIN THE APPLICABLE TIME.

15 BROKERS

THE PARTIES HEREBY WARRANT TO EACH OTHER THAT THEY HAVE NOT DEALT WITH ANY AGENT, BROKER, FINDER, OR OTHER PERSON IN CONNECTION WITH THIS AGREEMENT IN SUCH A MANNER AS TO GIVE RISE TO ANY VALID CLAIM FOR A BROKER'S, FINDER'S, OR SIMILAR COMMISSIONS OR FEES. THE PARTIES INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY

LOSS, COST, OR DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM BUYERS' BREACH OF SAID WARRANTY.

16 AMENDMENT

NO AMENDMENT TO THIS AGREEMENT SHALL TAKE EFFECT UNLESS IN WRITING AND SIGNED BY THE PARTIES.

17 APPLICABLE LAW

THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED UNDER THE LAWS OF THE STATE OF WISCONSIN.

18 WAIVER

NO FAILURE OF A PARTY TO EXERCISE ANY RIGHT UNDER THIS AGREEMENT OR TO INSIST UPON STRICT COMPLIANCE REGARDING ANY TERM, CONDITION, OR COVENANT SPECIFIED HEREIN SHALL CONSTITUTE A WAIVER OF THAT RIGHT OR OF STRICT COMPLIANCE BY THE OTHER PARTY OF ANY TERM, CONDITION, OR COVENANT UNDER THIS AGREEMENT.

19 COUNTERPARTS

THE PARTIES MAY EXECUTE THIS AGREEMENT IN TWO OR MORE COUNTERPARTS, EACH OF WHICH THE PARTIES AGREE TO DEEM AN ORIGINAL, AND ALL OF WHICH CONSTITUTE THE AGREEMENT.

20 SEVERABILITY

THE INVALIDITY OR UNENFORCEABILITY OF A PARTICULAR PROVISION OF THIS AGREEMENT SHALL NOT AFFECT ANY OTHER PROVISIONS. IN SUCH A CASE, THE PARTIES SHALL CONSTRUE THIS AGREEMENT AS IF THEY OMITTED THE INVALID OR UNENFORCEABLE PROVISION.

21 ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE PARTIES' ENTIRE AGREEMENT. IT BINDS THE VILLAGE, THE BUYERS, THEIR SUCCESSORS, AND THEIR ASSIGNS FOR THE ENTIRE LENGTH OF THE AGREEMENT.

22 SUCCESSORS AND ASSIGNS

ANY REFERENCE TO A PARTY INCLUDES THE EMPLOYEES, OFFICERS, OFFICIALS, AGENTS, CONTRACTORS, SUCCESSORS, AND ASSIGNS OF THAT PARTY.

23 TIMING

IF THE TIME FOR THE PERFORMANCE OF ANY ACT OR MAKING ANY PAYMENT FALLS ON A SATURDAY, SUNDAY, OR LEGAL HOLIDAY, THE PARTIES AGREE TO EXTEND THE TIME FOR PERFORMANCE TO THE NEXT FOLLOWING BUSINESS DAY.

24 NOTICES

THE PARTIES SHALL SEND ALL NOTICES, REQUESTS, DEMANDS, OR OTHER COMMUNICATIONS UNDER THIS AGREEMENT IN WRITING AND BY PERSONAL DELIVERY OR CERTIFIED MAIL WITH PREPAID POSTAGE AND REQUESTED RETURN RECEIPT. COMMUNICATIONS SHALL TAKE EFFECT AT THE DATE OF DELIVERY TO THE INTENDED RECIPIENT BY PERSONAL DELIVERY OR AS SHOWN ON THE RETURN RECEIPT, IF THE NOTICE IS MAILED BY CERTIFIED MAIL. THE PARTIES SHALL DEEM DELIVERY MADE IF THE POSTAL SERVICE WAS NOT ABLE TO DELIVER DUE TO AN UNNOTIFIED ADDRESS CHANGE. THE PARTIES SHALL ADDRESS NOTICES AS SET FORTH BELOW OR TO SUCH OTHER ADDRESSES AS SPECIFIED BY NOTICE BY EITHER PARTY.

24.1 TO THE VILLAGE

VILLAGE OF MOUNT PLEASANT
ATTN: VILLAGE CLERK
8811 CAMPUS DRIVE
MOUNT PLEASANT, WI 53406

24.2 TO BUYERS

RICHARD THOMAS DURGOM III
1537 DURAND AVENUE
MOUNT PLEASANT, WI 53403

25 SIGNATURES

IN WITNESS WHEREOF, THE VILLAGE AND THE BUYERS EACH DULY EXECUTED THIS AGREEMENT AS OF THE DATES SHOWN ADJACENT TO THEIR SIGNATURES BELOW.

25.1 THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN

X

DAVID DEGROOT
PRESIDENT

X

DATE

X

JILL FIRKUS
CLERK

X

DATE

25.2 THE BUYERS

X

RICHARD THOMAS DURGOM III

X

DATE

26 PROPERTY DESCRIPTIONS

INSERT PROPERTY LEGAL DESCRIPTIONS UPON RECEIPT FROM SURVEYOR