

Notice  
CITY OF DURAND  
Regular City Council Meeting - *Amended*  
March 11, 2026 – 6:00 pm  
104 E. Main St., Durand

1. Call meeting to order
2. Certify compliance with open meeting laws
3. Roll call
4. Pledge of Allegiance
5. Adopt agenda
6. Public comments (*comments will be received on issues not on the agenda limited to 3 minutes; council cannot act on public comments*).

Consent agenda

7. Approve Regular Council Meeting minutes from February 25, 2026
8. Budget comparison report for February 2026
9. Bartender applications for Briann T McNaughton, Mackenzie J Robbins, and Olivia J Sann at Roostertail Bar & Grill

Business agenda

10. Public hearing for application for Class B Liquor/Class B Fermented Malt Beverage License for owner John Koehler dba: Roostertail Bar & Grill LLC at 104/106 W Main St
  - a. Call public hearing to order
  - b. Call for public comments
  - c. Adjourn public hearing
11. Discuss/possible action regarding application for Class B Liquor and Class B Fermented Malt Beverage License for owner John Koehler dba: Roostertail Bar & Grill LLC.
12. Discuss/possible action to award bid for the 6<sup>th</sup> Avenue E project.
13. Discuss/possible action regarding the construction contracts with Cedar Corp
  - a. Water Filtration Plant Project.
  - b. 6<sup>th</sup> Avenue E project
14. Discuss/possible action regarding donation request from DIG for fireworks celebration
15. Discuss/possible action regarding Certified Survey Map approval for a subdividing a 5 acre parcel located at Grant Street and Marilyn Avenue (PID #216-00920-0050) (J. Jereczek).
16. *Discuss/possible action regarding **Resolution #26-03** Providing for the Sale of Approximately \$2,195,000 General Obligation Promissory Notes, Series 2026A*
17. Discuss/possible action regarding updated 2026 Durand Employee Handbook.
18. Discuss/possible action regarding Vacant Building Ordinance.

Reports

19. Mayor
20. Administrator
21. Police Dept
22. Public Works/Utilities
23. Ambulance
24. Approve vouchers
25. Adjourn

Patrick J. Milliren, Mayor

**Prepared By:** Angela Morgan, City Clerk

*Please Note: The Council Chambers at the City Hall are handicap accessible. Any person who has a qualifying disability that requires the meeting or materials at the meeting to be in an accessible location or format should contact the City of Durand (715-672-8770) between the hours of 9:00 a.m. to 4:00 p.m., Monday through Thursday, and 9:00 a.m. to 12:00 p.m. Friday, exclusive of legal holidays, and at least 48 hours in advance of the meeting so that reasonable arrangements can be made to accommodate each request.*

**City of Durand**  
Regular City Council Meeting Minutes  
February 25, 2026

Meeting was held at City Hall, 104 E. Main St. and called to order at 6:00pm by Mayor Patrick J Milliren.

Roll Call: Present – Council Members Travis Hooker, Mark Menke, Matt Roesler, Nick Weisenbeck, and Robert Weishapple. Absent: LeAnna Kavanaugh

Staff Present: Administrator Tracy Carlson, City Clerk Angela Morgan, Public Works Director Matt Gilles, and Police Chief Stan Ridgeway.

Confirmed proper notice of agenda. All rose for the Pledge of Allegiance.

Motion by Hooker and seconded by Roesler to adopt the agenda as presented. Motion carried.

**Public Comment:** None

**Consent Agenda**

The City Council reviewed the following: Regular City Council meeting minutes – February 11, 2026; and bartender licenses for Emma R Alitz-Ziegler at Consumers Coop; Isabella B Manor, Hunter J Kraft, Adrian CW Dohlman and Rona D Bloom at Kwik Trip. Motion by Menke and seconded by Weisenbeck to approve the consent agenda. Motion carried by unanimous voice vote.

**Business Agenda:**

Public hearing for application for Class B Liquor/Class B Fermented Malt Beverage License for Jazzy Kingfisher, LLC dab Kingfisher Supper Club, owners Emily Rieck and Ella Wesenberg at 214 W. Main Street

Public hearing called to order at 6:02 pm

No public comments were heard

Public hearing closed at 6:03 pm

Alcohol License: Motion by Roelser, seconded by Weisenbeck to approve the Class B Liquor/Class B Fermented Malt Beverage License for Jazzy Kingfisher, LLC dab Kingfisher Supper Club, owners Emily Rieck and Ella Wesenberg at 214 W. Main Street. Motion carried by unanimous voice vote.

Open container privileges from Pepin County Tavern League for Mini Putt Putt event on March 7, 2026. Motion by Weishapple, seconded by Menke to approve the Open Container privileges for the Pepin County Tavern League for Mini Putt Putt event on March 7, 2026. Motion carried by unanimous voice vote, with Hooker abstaining.

Durand Swim Club sign proposal. Motion by Roesler, seconded by Menke to support the fundraising by the Durand Swim Club for a sign at Tarrant Park with Council having the final approval of the design and city staff controlling the messaging. All in favor, motion carried by unanimous voice vote.

American Legion donation of picnic tables and benches in Veteran's Park. Motion by Weisenbeck, seconded by Hooker to accept the donation from the American Legion of picnic tables and benches in Veteran's Park. All in favor, motion carried by unanimous voice vote.

Construction contract with Cedar Corp for Madison Street project. Motion by Roesler, seconded by Weishapple to approve the construction contract with Cedar Corporation for the Madison Street project in the amount of \$194,000. Roll Call Vote: 5 ayes, and 0 nays. Motion carried.

Construction contract with Cedar Corp for water filtration project. At the request of Public Works Director Gilles, this item was tabled.

Refinancing Revolving Loan Fund (RLF) loan as requested by Amber and John Koehler (Roostertail Bar & Grill): Motion by Roesler, seconded by Menke to approve the refinancing RLF loan as requested by Roostertail Bar & Grill with Administrator Carlson to negotiate the terms, not to exceed 7 years. All in favor, motion carried by unanimous voice vote.

Façade Grant application on Sandi Bauer's property at 112 & 114 W Main St: Motion by Roesler, seconded by Menke to approve the Façade Grant application on Sandi Bauer's property at 112 & 114 W. Main St in the amount of \$20,000. Roll Call Vote: 5 ayes, and 0 nays. Motion carried.

Resolution 26-02 – Authorization to submit application for community development investment grant on behalf of Sandi Bauer at 112 & 114 W. Main Street: S. Bauer discussed her plans for the remodeling of both of the properties. The project will be over \$500,000. Offered by Weisenbeck, motion by Roesler, seconded by Weishapple to approve Resolution 26-02 Authorization to submit application for community development investment grant on behalf of Sandi Bauer at 112 & 114 W. Main Street. Roll Call Vote: 5 ayes, and 0 nays. Motion carried.

#### **Mayor's Report:**

- Mayor Milliren and Administrator Carlson have been invited to the school for a community walk with middle school students.

#### **Administrator's Report:** Administrator Carlson reported on the following:

- The city assessor will begin the city re-valuation process in April. A letter is being sent to all property owners regarding the process.
- The new employee handbook is ready for review with the Finance Committee.
- Carlson attended a meeting with Discover Durand. The group is focused on increasing tourism and are exploring various ideas.
- PW Director and Administrator Carlson met with Ehlers to discuss financing options for upcoming projects including Madison St.

#### **Police Department:** Police Chief Ridgeway reported on the following:

- A new evidence storage room should be completed in the next few weeks
- The therapy dog program has begun fundraising campaign, selling "Sam" puppy plushies. They are available at City Hall and the Police Department.

#### **Public Works Director:** Director Gilles reported on the following:

- 6<sup>th</sup> Avenue E bids will be opened on March 5, 2026.
- Water filter project will begin May/June
- Department employees will be training over the next few weeks.
- Park cleanup has begun
- Arkansaw Sanitary District is in the design phase. The project should begin spring of 2027.
- The Durand Smokehouse would like to connect to our sanitary sewer line and put in a lift station. More review and exploration is needed.

**Vouchers:**

Motion by Hooker and seconded by Menke to approve presented vouchers # 31346 – 31386 in the amount of \$100,749.96, payroll for January 30, 2026 in the amount of \$26,769.04, payroll for February 13, 2026 in the amount of 33,278.48, and payroll for February 27, 2026 in the amount of \$32,372.36. Roll Call Vote: 5 ayes, and 0 nays. Motion carried.

Weishapple moved and Menke seconded to adjourn the meeting. Motion carried. Meeting adjourned at 6:57 pm.

A Planning Commission meeting will be held on Wednesday, March 11, 2026 at 4:30 pm. A Finance meeting will be held on Wednesday, March 11, 2026 at 5:00 pm, and Regular City Council meeting will be held on Wednesday, March 11, 2026 at 6:00 p.m.

---

Mayor Patrick J Milliren

---

City Clerk Angela M Morgan

Fund: 100 - GENERAL FUND

Account Number		2026 February	2026 Actual 02/28/2026	2026 Budget	Budget Status	% of Budget
100-00-41110-000-000	GENERAL PROPERTY TAXES	0.00	0.00	947,497.00	-947,497.00	0.00
100-00-41320-000-000	TAXES FROM HOUSING AUTHORITY	0.00	0.00	10,450.00	-10,450.00	0.00
<b>TAXES</b>		<b>0.00</b>	<b>0.00</b>	<b>957,947.00</b>	<b>-957,947.00</b>	<b>0.00</b>
100-00-43410-000-000	STATE SHARED REVENUES	0.00	0.00	592,511.35	-592,511.35	0.00
100-00-43420-000-000	FIRE INSURANCE TAXES RETURNED	0.00	0.00	6,500.00	-6,500.00	0.00
100-00-43430-000-000	POLICE TRAINING REVENUES	0.00	0.00	2,000.00	-2,000.00	0.00
100-00-43440-000-000	STATE TRANSPORTATION AIDS	0.00	35,429.05	141,800.01	-106,370.96	24.99
100-00-43470-000-000	STATE EXEMPT COMPUTER PAYMENTS	0.00	0.00	1,224.19	-1,224.19	0.00
100-00-43480-000-000	PERSONAL PROPERTY AID	0.00	0.00	7,856.65	-7,856.65	0.00
100-00-43529-000-000	STATE AID - PUBLIC SAFETY	0.00	0.00	300.00	-300.00	0.00
<b>INTERGOVERNMENTAL REVENUES</b>		<b>0.00</b>	<b>35,429.05</b>	<b>752,192.20</b>	<b>-716,763.15</b>	<b>4.71</b>
100-00-44110-000-000	LIQUOR & MALT BEVERAGE LICENSE	10.00	10.00	7,000.00	-6,990.00	0.14
100-00-44120-000-000	OPERATORS LICENSE	230.00	230.00	4,800.00	-4,570.00	4.79
100-00-44121-000-000	CIGARETTE LICENSES	0.00	0.00	300.00	-300.00	0.00
100-00-44123-000-000	COIN MACHINE LICENSES	0.00	0.00	450.00	-450.00	0.00
100-00-44124-000-000	DOG LICENSES	199.00	656.00	500.00	156.00	131.20
100-00-44125-000-000	CAT LICENSES	56.00	128.00	500.00	-372.00	25.60
100-00-44210-000-000	BUILDING PERMITS	0.00	0.00	1,000.00	-1,000.00	0.00
100-00-44260-000-000	SUNDRY LICENSES & PERMITS	0.00	0.00	3,000.00	-3,000.00	0.00
100-00-44290-000-000	PEDDLERS PERMITS	0.00	0.00	1,000.00	-1,000.00	0.00
100-00-44300-000-000	PLANNING/ZONING REVENUE	250.00	250.00	1,000.00	-750.00	25.00
<b>LICENSES &amp; PERMITS</b>		<b>745.00</b>	<b>1,274.00</b>	<b>19,550.00</b>	<b>-18,276.00</b>	<b>6.52</b>
100-00-45110-000-000	COURT FINES	443.13	1,353.88	9,000.00	-7,646.12	15.04
100-00-45130-000-000	PARKING FINES (NON-COURT)	0.00	0.00	2,500.00	-2,500.00	0.00
<b>FINES &amp; FORFEITURES</b>		<b>443.13</b>	<b>1,353.88</b>	<b>11,500.00</b>	<b>-10,146.12</b>	<b>11.77</b>
100-00-46110-000-000	CLERK'S FEES	7.94	38.47	700.00	-661.53	5.50
100-00-46111-000-000	LICENSE PUBLICATION REVENUE	0.00	0.00	300.00	-300.00	0.00
100-00-46210-000-000	LAW ENFORCEMENT FEES	47.00	177.00	5,000.00	-4,823.00	3.54
100-00-46215-000-000	SRO REIMB-SCHOOL DISTRICT	31,449.66	31,449.66	84,589.00	-53,139.34	37.18
100-00-46220-000-000	FIRE PROTECTION FEES	192.22	953.46	8,000.00	-7,046.54	11.92
100-00-46310-000-000	ST. DEPT. FEES & CHARGES	0.00	172.46	5,000.00	-4,827.54	3.45
100-00-46540-000-000	CEMETERY REVENUE	0.00	0.00	5,000.00	-5,000.00	0.00
100-00-46722-000-000	CAMPGROUND FEES REVENUE	985.00	1,595.00	20,000.00	-18,405.00	7.98
100-00-46730-000-000	ROOM TAX REVENUE	-5,072.87	2,416.66	40,000.00	-37,583.34	6.04
100-00-46735-000-000	SWIMMING POOL FEES REVENUE	0.00	0.00	57,760.00	-57,760.00	0.00
100-00-46736-000-000	SWIMMING POOL SCHOOL AIDS REV.	0.00	0.00	8,800.00	-8,800.00	0.00
100-00-46737-000-000	SWIMMING POOL DONATIONS	0.00	0.00	50,000.00	-50,000.00	0.00
<b>PUBLIC CHARGES FOR SERVICES</b>		<b>27,608.95</b>	<b>36,802.71</b>	<b>285,149.00</b>	<b>-248,346.29</b>	<b>12.91</b>
100-00-48110-000-000	INTEREST ON GEN. FUND INVEST.	0.00	0.00	4,000.00	-4,000.00	0.00
100-00-48120-000-000	INTEREST ON CEM. PCF INVEST.	0.00	0.00	200.00	-200.00	0.00
100-00-48130-000-000	INTEREST - ALL OTHER	0.00	0.00	200.00	-200.00	0.00
100-00-48151-000-000	INTEREST ON RLF LOANS	127.27	255.83	10,000.00	-9,744.17	2.56
100-00-48260-000-000	RENTAL INCOME - ALL OTHER	0.00	1,000.00	0.00	1,000.00	0.00
100-00-48300-000-000	SALE OF CITY PROPERTY	0.00	10,660.00	5,000.00	5,660.00	213.20
100-00-48400-000-000	INSURANCE RECOVERIES	0.00	0.00	4,000.00	-4,000.00	0.00

## Fund: 100 - GENERAL FUND

Account Number		2026	2026	2026	Budget Status	% of Budget
		February	Actual 02/28/2026	Budget		
100-00-48500-000-000	GEN FUND - PRIVATE DONATIONS	0.00	0.00	5,000.00	-5,000.00	0.00
100-00-48550-000-000	PD DONATIONS-NAT'L NIGHT OUT	0.00	0.00	2,000.00	-2,000.00	0.00
100-00-48560-000-000	PD DONATIONS-THERAPY DOG	140.00	140.00	2,000.00	-1,860.00	7.00
100-00-48800-000-000	MISCELLANEOUS REVENUES	5,350.00	6,289.97	25,000.00	-18,710.03	25.16
<b>MISCELLANEOUS REVENUES</b>		<b>5,617.27</b>	<b>18,345.80</b>	<b>57,400.00</b>	<b>-39,054.20</b>	<b>31.96</b>
<b>Total Revenues</b>		<b>34,414.35</b>	<b>93,205.44</b>	<b>2,083,738.20</b>	<b>-1,990,532.76</b>	<b>4.47</b>

Fund: 100 - GENERAL FUND

Account Number		2026 February	2026 Actual 02/28/2026	2026 Budget	Budget Status	% of Budget
100-00-25110-000-000	DUE TO LIBRARY FUND	0.00	0.00	90,000.00	90,000.00	0.00
<b>DUE TO OTHER FUNDS</b>						
		0.00	0.00	90,000.00	90,000.00	0.00
100-00-51110-110-000	CITY COUNCIL-SALARIES	537.60	1,075.20	6,720.00	5,644.80	16.00
100-00-51110-120-000	CITY COUNCIL-BENEFITS	41.28	82.56	514.00	431.44	16.06
100-00-51110-140-000	CITY COUNCIL-PER DIEM & TRAVEL	0.00	0.00	2,500.00	2,500.00	0.00
100-00-51110-390-000	CITY COUNCIL-GEN OPERATIONS	363.09	553.25	7,000.00	6,446.75	7.90
100-00-51130-110-000	MAYOR SALARY	153.60	307.20	1,920.00	1,612.80	16.00
100-00-51130-120-000	MAYOR-BENEFITS	11.72	23.44	146.00	122.56	16.05
100-00-51140-110-000	COMMISSIONS/BOARDS PER DIEMS	0.00	0.00	100.00	100.00	0.00
100-00-51310-390-000	CITY ATTORNEY	96.00	96.00	8,000.00	7,904.00	1.20
100-00-51420-110-000	CITY CLERK-TREASURER-SALARY	7,810.08	14,740.46	58,589.00	43,848.54	25.16
100-00-51420-120-000	CITY CLERK-TREASURER-BENEFITS	5,560.94	9,092.82	33,113.00	24,020.18	27.46
100-00-51440-110-000	ELECTIONS EXPENSE-WAGES	0.00	0.00	3,200.00	3,200.00	0.00
100-00-51440-120-000	ELECTIONS EXPENSE-BENEFITS	0.00	0.00	250.00	250.00	0.00
100-00-51440-310-000	ELECTIONS EXPENSE-OFFICE SUPL	0.00	655.64	7,100.00	6,444.36	9.23
100-00-51510-390-000	INDEPENDENT AUDITING	0.00	0.00	14,500.00	14,500.00	0.00
100-00-51530-390-000	ASSESSMENT OF PROPERTY GEN OPE	0.00	6,500.00	19,500.00	13,000.00	33.33
100-00-51610-220-000	CITY HALL-UTILITIES EXP	1,354.70	1,354.70	3,500.00	2,145.30	38.71
100-00-51610-310-000	CITY HALL-OFFICE SUPPLIES	188.05	452.80	4,000.00	3,547.20	11.32
100-00-51610-320-000	CITY HALL-TELEPHONE	128.77	128.77	1,000.00	871.23	12.88
100-00-51610-350-000	CITY HALL-REP & MAINT	552.00	642.00	2,000.00	1,358.00	32.10
100-00-51610-390-000	CITY HALL-GEN OPERATIONS	2,209.35	3,527.65	7,000.00	3,472.35	50.40
100-00-51700-390-000	BUILDING/ZONING INSPECTOR	0.00	0.00	250.00	250.00	0.00
100-00-51933-000-000	UNEMPLOYMENT INSURANCE	0.00	0.00	1,000.00	1,000.00	0.00
100-00-51940-510-000	PROPERTY & LIABILITY INSURANCE	13,669.50	38,518.50	58,000.00	19,481.50	66.41
100-00-51999-390-000	MISCELLANEOUS & UNCLASSIFIED	0.00	0.00	3,441.21	3,441.21	0.00
<b>GENERAL GOVERNMENT EXPENDITURE</b>						
		32,676.68	77,750.99	243,343.21	165,592.22	31.95
100-00-52100-110-000	POLICE WAGES	18,696.96	57,264.52	304,214.00	246,949.48	18.82
100-00-52100-110-001	POLICE DEPT OVERTIME	0.00	0.00	16,313.00	16,313.00	0.00
100-00-52100-110-002	PD - NIGHT SHIFT DIFFERENTIAL	5,199.45	5,459.71	2,000.00	-3,459.71	272.99
100-00-52100-115-000	POLICE PT WAGES	781.82	1,604.96	10,000.00	8,395.04	16.05
100-00-52100-120-000	POLICE BENEFITS	9,324.99	26,115.19	150,187.00	124,071.81	17.39
100-00-52100-140-000	POLICE PER DIEM & TRAVEL	0.00	0.00	750.00	750.00	0.00
100-00-52100-210-000	POLICE TRAINING EXPENSE	535.97	630.45	2,200.00	1,569.55	28.66
100-00-52100-240-000	POLICE VEHICLE MAINT.	675.70	747.76	6,000.00	5,252.24	12.46
100-00-52100-290-000	POLICE DEPARTMENT RENT	22.50	772.50	7,200.00	6,427.50	10.73
100-00-52100-310-000	POLICE OFFICE SUPPLIES	246.42	360.38	2,200.00	1,839.62	16.38
100-00-52100-320-000	POLICE TELEPHONE/UTILITIES	341.03	534.92	4,200.00	3,665.08	12.74
100-00-52100-330-000	POLICE GASOLINE EXPENSE	806.02	1,508.27	9,500.00	7,991.73	15.88
100-00-52100-340-000	POLICE OPERATING SUPPLIES	21.80	21.80	2,500.00	2,478.20	0.87
100-00-52100-350-000	POLICE REPAIRS & MAINT.	56.94	56.94	2,000.00	1,943.06	2.85
100-00-52100-360-000	POLICE RANGE SUPPLIES	329.67	329.67	1,500.00	1,170.33	21.98
100-00-52100-370-000	POLICE UNIFORMS	191.97	191.97	4,000.00	3,808.03	4.80
100-00-52100-380-000	POLICE GRANT EXPENDITURES	0.00	3,923.64	0.00	-3,923.64	0.00
100-00-52100-390-000	POLICE GENERAL OPERATIONS	528.56	4,377.32	12,000.00	7,622.68	36.48
100-00-52100-395-000	POLICE DEPARTMENT-NAT'L NO	0.00	0.00	2,500.00	2,500.00	0.00
100-00-52110-110-000	POLICE DEPT SRO SALARIES/WAGES	4,498.56	10,090.52	17,276.00	7,185.48	58.41
100-00-52110-120-000	POLICE DEPT SRO BENEFITS	2,605.12	5,829.81	10,919.00	5,089.19	53.39
100-00-52111-110-000	POLICE DEPT THER DOG SALARY/WA	285.44	713.60	3,500.00	2,786.40	20.39

Fund: 100 - GENERAL FUND

Account Number		2026	2026	2026	Budget	% of
		February	Actual 02/28/2026	Budget	Status	Budget
100-00-52111-120-000	POLICE DEPT THER DOG BENEFITS	107.16	266.63	1,000.00	733.37	26.66
100-00-52111-390-000	POLICE DEPT THER DOG GEN OP	1,355.00	1,460.00	1,000.00	-460.00	146.00
100-00-52200-110-000	FIRE DEPARTMENT WAGES	0.00	18,821.46	0.00	-18,821.46	0.00
100-00-52200-120-000	FIRE DEPARTMENT BENEFITS	0.00	17,263.50	0.00	-17,263.50	0.00
100-00-52200-160-000	DUE TO FIRE DISTRICT - ASSESSM	0.00	50,912.97	51,000.00	87.03	99.83
100-00-52200-220-000	FIRE DEPARTMENT UTILITIES EXP	972.21	1,004.20	0.00	-1,004.20	0.00
100-00-52200-330-000	FIRE DEPARTMENT GASOLINE	48.00	118.59	0.00	-118.59	0.00
100-00-52200-340-000	FIRE DEPARTMENT OPERATING SUPL	1,060.00	1,060.00	0.00	-1,060.00	0.00
100-00-52200-390-000	FIRE DEPARTMENT GEN OPERATIONS	19.70	590.54	0.00	-590.54	0.00
<b>PUBLIC SAFETY EXPENDITURE</b>		<b>48,710.99</b>	<b>212,031.82</b>	<b>623,959.00</b>	<b>411,927.18</b>	<b>33.98</b>
100-00-53230-220-000	GARAGE UTILITES	380.39	380.39	3,500.00	3,119.61	10.87
100-00-53230-320-000	GARAGE TELEPHONE	0.00	0.00	500.00	500.00	0.00
100-00-53230-350-000	GARAGE REP & MAINTENANCE	265.31	838.11	1,200.00	361.89	69.84
100-00-53230-370-000	GARAGE UNIFORMS	49.05	78.06	1,000.00	921.94	7.81
100-00-53230-390-000	GARAGE GEN OPERATIONS	0.00	60.43	5,000.00	4,939.57	1.21
100-00-53240-110-000	ST MACHINERY WAGES	1,565.85	4,618.66	0.00	-4,618.66	0.00
100-00-53240-120-000	ST MACHINERY BENEFIT	956.42	2,800.05	0.00	-2,800.05	0.00
100-00-53240-330-000	ST MACHINERY GASOLINE	162.55	547.77	4,000.00	3,452.23	13.69
100-00-53240-390-000	ST MACHINERY GEN OPERATIONS	0.00	1,150.00	6,000.00	4,850.00	19.17
100-00-53410-110-000	ROADWAYS & STREETS WAGES	4,874.21	11,735.65	90,289.00	78,553.35	13.00
100-00-53410-120-000	ROADWAYS & STREETS BENEFITS	2,633.38	6,423.00	61,505.00	55,082.00	10.44
100-00-53410-340-000	ROADWAYS & STREETS OP SUPL	0.00	0.00	500.00	500.00	0.00
100-00-53410-350-000	ROADWAYS & STREETS REP & MAINT	4,249.82	4,249.82	55,000.00	50,750.18	7.73
100-00-53410-390-000	ROADWAYS & STREETS GEN OPERAT	188.31	843.21	3,000.00	2,156.79	28.11
100-00-53411-110-000	SNOW REMOVAL WAGES	490.98	5,291.00	13,861.00	8,570.00	38.17
100-00-53411-120-000	SNOW REMOVAL BENEFITS	277.09	3,043.33	9,906.00	6,862.67	30.72
100-00-53411-330-000	SNOW REMOVAL GASOLINE	0.00	0.00	4,000.00	4,000.00	0.00
100-00-53411-340-000	SNOW REMOVAL OPER SUPL	0.00	225.36	16,500.00	16,274.64	1.37
100-00-53411-390-000	SNOW REMOVAL GEN OPERATIONS	706.22	2,964.00	10,000.00	7,036.00	29.64
100-00-53420-220-000	STREET LIGHTING UTILITES	3,835.40	3,835.90	39,000.00	35,164.10	9.84
100-00-53420-390-000	STREET LIGHTING GEN OPERATIONS	0.00	128.75	3,000.00	2,871.25	4.29
100-00-53470-340-000	STREET SIGNS & MARKINGS OP SUP	0.00	0.00	5,000.00	5,000.00	0.00
100-00-53630-110-000	LANDFILL WAGES	0.00	0.00	1,383.00	1,383.00	0.00
100-00-53630-120-000	LANDFILL BENEFITS	0.00	0.00	961.00	961.00	0.00
100-00-53630-390-000	LANDFILL GEN OPERATIONS	0.00	0.00	2,500.00	2,500.00	0.00
100-00-53640-390-000	NUISANCE CONTROL GEN OPER	0.00	0.00	1,000.00	1,000.00	0.00
<b>PUBLIC WORKS EXPENDITURES</b>		<b>20,634.98</b>	<b>49,213.49</b>	<b>338,605.00</b>	<b>289,391.51</b>	<b>14.53</b>
100-00-54800-110-000	INSECT CONTROL WAGES	0.00	0.00	1,293.00	1,293.00	0.00
100-00-54800-120-000	INSECT CONTROL BENEFITS	0.00	0.00	992.00	992.00	0.00
100-00-54800-340-000	INSECT CONTROL OPER SUPPLIES	0.00	0.00	5,000.00	5,000.00	0.00
100-00-54910-110-000	CEMETERY WAGES	0.00	0.00	8,665.00	8,665.00	0.00
100-00-54910-120-000	CEMETERY BENEFITS	0.00	0.00	2,503.00	2,503.00	0.00
100-00-54910-390-000	CEMETERY GEN OPERATIONS	150.00	300.00	5,000.00	4,700.00	6.00
<b>HEALTH &amp; SOCIAL SERVICES EXP.</b>		<b>150.00</b>	<b>300.00</b>	<b>23,453.00</b>	<b>23,153.00</b>	<b>1.28</b>
100-00-55210-110-000	PARKS & RECREATION WAGES	1,345.67	2,674.06	26,810.00	24,135.94	9.97
100-00-55210-120-000	PARKS & RECREATION BENEFITS	820.28	1,629.95	13,048.00	11,418.05	12.49
100-00-55210-220-000	PARKS & RECREATION UTILITIES	1,693.47	2,263.65	9,000.00	6,736.35	25.15
100-00-55210-350-000	PARKS & RECREATION REP & MAINT	517.80	517.80	5,000.00	4,482.20	10.36

Fund: 100 - GENERAL FUND

Account Number		2026	2026	2026	Budget Status	% of Budget
		February	Actual 02/28/2026	Budget		
100-00-55210-390-000	PARKS & RECREATION GEN OPER	27.69	612.28	15,000.00	14,387.72	4.08
100-00-55420-110-000	SWIMMING POOL WAGES	0.00	0.00	56,000.00	56,000.00	0.00
100-00-55420-120-000	SWIMMING POOL BENEFITS	0.00	0.00	8,000.00	8,000.00	0.00
100-00-55420-220-000	SWIMMING POOL UTILITIES	954.45	1,074.42	18,000.00	16,925.58	5.97
100-00-55420-320-000	SWIMMING POOL TELEPHONE	18.71	18.71	1,200.00	1,181.29	1.56
100-00-55420-340-000	SWIMMING POOL OPERATING SUPL	0.00	0.00	2,500.00	2,500.00	0.00
100-00-55420-350-000	SWIMMING POOL REP & MAINT	0.00	0.00	1,000.00	1,000.00	0.00
100-00-55420-370-000	SWIMMING POOL UNIFORMS	0.00	0.00	600.00	600.00	0.00
100-00-55420-380-000	SWIMMING POOL CHEMICALS	0.00	0.00	9,000.00	9,000.00	0.00
100-00-55420-390-000	SWIMMING POOL GEN OPERATIONS	29.00	223.50	16,300.00	16,076.50	1.37
100-00-55700-390-000	ADVERTISING & PROMOTION GEN OP	9,500.00	9,500.00	10,500.00	1,000.00	90.48
100-00-55800-390-000	ROOM TAX ACCOUNT	3,000.00	3,000.00	28,000.00	25,000.00	10.71
<b>RECREATION &amp; EDUCATION</b>		<b>17,907.07</b>	<b>21,514.37</b>	<b>219,958.00</b>	<b>198,443.63</b>	<b>9.78</b>
100-00-56300-390-000	COMPREHENSIVE PLAN	3,196.00	7,990.00	40,000.00	32,010.00	19.98
100-00-56700-390-000	ECONOMIC DEVELOPMENT	5,050.00	5,050.00	2,500.00	-2,550.00	202.00
<b>ECONOMIC DEVELOPMENT</b>		<b>8,246.00</b>	<b>13,040.00</b>	<b>42,500.00</b>	<b>29,460.00</b>	<b>30.68</b>
100-00-58100-010-000	2021 GO DEBT - PRINCIPAL	0.00	0.00	65,000.00	65,000.00	0.00
100-00-58100-011-000	2024 GO DEBT - \$550,000	0.00	10,554.96	126,660.00	116,105.04	8.33
100-00-58200-010-000	2021 GO DEBT - INTEREST	0.00	0.00	10,513.00	10,513.00	0.00
<b>DEBT SERVICE</b>		<b>0.00</b>	<b>10,554.96</b>	<b>202,173.00</b>	<b>191,618.04</b>	<b>5.22</b>
100-00-59990-011-000	CAPITAL OUTLAY-FIRE DEPT	0.00	0.00	88,000.00	88,000.00	0.00
100-00-59990-016-000	CAPITAL OUTLAY-POLICE DEPT	10,401.00	36,958.47	38,747.00	1,788.53	95.38
100-00-59990-017-000	CAPITAL OUTLAY-PUBLIC WORKS	4,900.00	4,900.00	170,000.00	165,100.00	2.88
100-00-59990-027-000	CAPITAL OUTLAY SIDEWALKS	0.00	0.00	3,000.00	3,000.00	0.00
<b>FICA EXPENSE</b>		<b>15,301.00</b>	<b>41,858.47</b>	<b>299,747.00</b>	<b>257,888.53</b>	<b>13.96</b>
<b>Total Expenses</b>		<b>143,626.72</b>	<b>426,264.10</b>	<b>2,083,738.21</b>	<b>1,657,474.11</b>	<b>20.46</b>
<b>Net Totals</b>		<b>-109,212.37</b>	<b>-333,058.66</b>	<b>-0.01</b>	<b>333,058.65</b>	

Client	City of Durand
Project	2026 6 <sup>th</sup> Avenue E. Reconstruction
Prepared By	Russ Kiviniemi

Project No.	D0911-231
Date	03/05/26

The City of Durand (hereinafter referred to as the OWNER) received bids on the 5<sup>th</sup> day of March 2026 for the 2026 6<sup>th</sup> Avenue E. Reconstruction (hereinafter referred to as the Project); and

Cedar Corporation (hereinafter referred to as ENGINEER) has been retained by the OWNER to prepare bid tabulations, analyze bid results and consult with the OWNER on the award of contracts.

The ENGINEER hereby consults as follows:

1. Bids were received from 11 bidders. Base Bids ranged from a low of \$106,132.00 to a high of \$228,096.00. A summary of the bid tabulation is attached.
2. Based upon ENGINEER's analysis of the bids received on the above PROJECT, the responsive low bidder is:

American Express Excavation, LLC  
W3450 State Road 37  
Eau Claire, WI 54701

Base Bid Amount: \$106,132.00

3. It is understood that by this analysis, that the ENGINEER does not guarantee the Contractor's performance which is covered by the Contractor's bond, but it is a statement by the ENGINEER that the ENGINEER has no information which would lead the ENGINEER to believe that the Contractor does not have the necessary equipment and personnel to complete the PROJECT in compliance with the drawings and specifications within reasonable tolerances generally accepted in the trade.
4. It is further understood that this analysis is not a representation that the ENGINEER has reviewed the proposal for possible legal irregularities which should be a function of the OWNER'S legal counsel, and at the option of the OWNER.
5. It is further understood that in the event that OWNER feels that the Contract should be awarded on some basis other than price, the OWNER should defer further action on this PROJECT until a thorough legal review can be made by OWNER'S legal counsel.



**Bid Tabulation**

2026th Ave E Reconstruction  
 E Wells St to E Prospect St, WisDOT LRIP-MSILT  
 City of Durand, Pepin County, WI

March 5, 2026

Line Item	Item Description	Unit	Qty	American Express Exc. Eau Claire, WI		First Choice Landscape Chippewa Falls, WI		Danckwart Companies Kellogg, MN	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>Base Bid</b>									
1	Removal of Sewer Utility Pipe	L.F.	195	\$2.00	\$390.00	\$10.00	\$1,950.00	\$9.05	\$1,764.75
2	Storm Sewer, HDPE, 15"	L.F.	316	\$15.50	\$4,898.00	\$32.00	\$10,112.00	\$34.81	\$10,999.96
3	Storm Manhole, Type I	V.F.	5.2	\$1,000.00	\$5,200.00	\$570.75	\$2,967.90	\$456.73	\$2,375.00
4	Storm Manhole, Type II	V.F.	2.5	\$800.00	\$2,000.00	\$1,379.00	\$3,447.50	\$1,150.00	\$2,875.00
5	Storm Inlet, Type III	EA.	2	\$1,800.00	\$3,600.00	\$1,480.00	\$2,960.00	\$2,050.00	\$4,100.00
6	Storm Casting, Neenah R-3067 L	EA.	3	\$1,100.00	\$3,300.00	\$903.00	\$2,709.00	\$1,041.67	\$3,125.01
7	Storm Casting, Neenah R-1642	EA.	1	\$1,000.00	\$1,000.00	\$516.00	\$516.00	\$1,125.00	\$1,125.00
8	Select Demolition of Pavement, Sidewalks and Driveways	S.Y.	415	\$1.90	\$788.50	\$4.00	\$1,660.00	\$7.86	\$3,261.90
9	Select Demolition of Curb and Gutter	L.F.	630	\$1.50	\$945.00	\$3.50	\$2,205.00	\$3.18	\$2,003.40
10	Select Demolition or Abandonment of MH's, Inlets, CB's	EA.	1	\$250.00	\$250.00	\$350.00	\$350.00	\$705.00	\$705.00
11	Saw Cutting	L.F.	280	\$3.50	\$980.00	\$2.25	\$630.00	\$2.01	\$562.80
12	Asphalt Pavement Removal	S.Y.	1490	\$1.25	\$1,862.50	\$1.75	\$2,607.50	\$2.65	\$3,948.50
13	Excavation	C.Y.	945	\$4.20	\$3,969.00	\$9.50	\$8,977.50	\$10.05	\$9,497.25
14	Crushed Aggregate Base, Roadway, 10"	C.Y.	430	\$18.50	\$7,955.00	\$38.00	\$16,340.00	\$33.22	\$14,284.60
15	Granular Subbase, Sidewalk, 6"	C.Y.	8	\$20.00	\$160.00	\$25.00	\$200.00	\$51.69	\$413.52
16	Crushed Aggregate Base, Driveway, 6"	C.Y.	16	\$25.00	\$400.00	\$38.00	\$608.00	\$48.81	\$780.96
17	HMA Pavement, 4 LT 58-28 S, Lower Layer, 1.75"	S.Y.	1350	\$14.00	\$18,900.00	\$14.90	\$20,115.00	\$13.44	\$18,144.00
18	HMA Pavement, 5 LT 58-34 S, Upper Layer, 1.25"	S.Y.	1350	\$13.30	\$17,955.00	\$14.90	\$20,115.00	\$12.41	\$16,753.50
19	Concrete Curb and Gutter, 30" Barrier	L.F.	620	\$17.00	\$10,540.00	\$18.50	\$11,470.00	\$19.21	\$11,910.20
20	Concrete Sidewalk, 4"	S.F.	435	\$5.80	\$2,523.00	\$5.95	\$2,588.25	\$5.50	\$2,392.50
21	Concrete Sidewalk and Driveway, 6"	S.F.	870	\$6.80	\$5,916.00	\$6.95	\$6,046.50	\$6.75	\$5,872.50
22	Detectable Warning Field	S.F.	40	\$47.00	\$1,880.00	\$47.50	\$1,900.00	\$38.80	\$1,552.00
23	Mobilization	L.S.	1	\$2,200.00	\$2,200.00	\$7,000.00	\$7,000.00	\$17,500.00	\$17,500.00
24	Traffic Control	L.S.	1	\$500.00	\$500.00	\$4,900.00	\$4,900.00	\$5,000.00	\$5,000.00
25	Clearing and Grubbing	I.D.	178	\$15.00	\$2,670.00	\$10.00	\$1,780.00	\$36.52	\$6,500.56
26	Temporary Storm Drain Inlet Protection Erosion Control	EA.	6	\$100.00	\$600.00	\$75.00	\$450.00	\$145.83	\$874.98
27	Temporary Stone Tracking Pad	EA.	1	\$500.00	\$500.00	\$650.00	\$650.00	\$875.00	\$875.00
28	Topsoil, Turf, Grasses, and Erosion Mat	S.Y.	1000	\$4.25	\$4,250.00	\$5.50	\$5,500.00	\$7.68	\$7,680.00
<b>Base Bid Total</b>					\$106,132.00		\$140,755.15		\$156,877.89
<b>Alternate Bid #1 - Northside Sidewalk</b>									
A1-1	Add: Concrete Sidewalk, 4"	S.F.	1150	\$5.80	\$6,670.00	\$5.95	\$6,842.50	\$5.25	\$6,037.50
A1-2	Add: Concrete Sidewalk and Driveway, 6"	S.F.	160	\$6.80	\$1,088.00	\$6.95	\$1,112.00	\$6.75	\$1,080.00
A1-3	Add: Granular Subbase, Sidewalk, 6"	C.Y.	21.5	\$20.00	\$430.00	\$25.00	\$537.50	\$44.19	\$950.09
A1-4	Add: Crushed Aggregate Base, Driveway, 6"	C.Y.	3	\$25.00	\$75.00	\$38.00	\$114.00	\$51.95	\$155.85
A1-5	Deduct: Topsoil, Turf, Grasses, and Erosion Mat	S.Y.	-146	\$1.00	-\$146.00	\$9.75	-\$1,423.50	\$5.17	-\$754.82
Alternate Bid #1					\$8,117.00		\$7,182.50		\$7,468.62
<b>Alternate Bid #2 - Southside Sidewalk</b>									
A2-1	Add: Concrete Sidewalk, 4"	S.F.	1110	\$5.80	\$6,438.00	\$5.95	\$6,604.50	\$5.25	\$5,827.50
A2-2	Add: Concrete Sidewalk and Driveway, 6"	S.F.	315	\$6.80	\$2,142.00	\$6.95	\$2,189.25	\$6.75	\$2,126.25
A2-3	Add: Granular Subbase, Sidewalk, 6"	C.Y.	20.5	\$20.00	\$410.00	\$25.00	\$512.50	\$45.33	\$929.27
A2-4	Add: Crushed Aggregate Base, Driveway, 6"	C.Y.	6	\$25.00	\$150.00	\$38.00	\$228.00	\$47.16	\$282.96
A2-5	Deduct: Topsoil, Turf, Grasses, and Erosion Mat	S.Y.	-158	\$1.00	-\$158.00	\$9.75	-\$1,540.50	\$5.17	-\$816.86
Alternate Bid #2					\$8,982.00		\$7,993.75		\$8,349.12
<b>Base Bid Total + Alternates</b>					\$123,231.00		\$155,931.40		\$172,695.63

Line Item	Item Description	Unit	Qty	McCabe Construction Eau Claire, WI		Dairyland Grading LLC Stanley, WI		Stout Construction, LLC Chetek, WI	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>Base Bid</b>									
1	Removal of Sewer Utility Pipe	L.F.	195	\$18.00	\$3,510.00	\$13.45	\$2,622.75	\$16.40	\$3,198.00
2	Storm Sewer, HDPE, 15"	L.F.	316	\$44.00	\$13,904.00	\$67.00	\$21,172.00	\$21.50	\$6,794.00
3	Storm Manhole, Type I	V.F.	5.2	\$636.00	\$3,307.20	\$690.00	\$3,588.00	\$500.00	\$2,600.00
4	Storm Manhole, Type II	V.F.	2.5	\$1,895.00	\$4,737.50	\$1,440.00	\$3,600.00	\$1,310.00	\$3,275.00
5	Storm Inlet, Type III	EA.	2	\$1,945.00	\$3,890.00	\$2,940.00	\$5,880.00	\$2,075.00	\$4,150.00
6	Storm Casting, Neenah R-3067 L	EA.	3	\$1,290.00	\$3,870.00	\$664.21	\$1,992.63	\$1,250.00	\$3,750.00
7	Storm Casting, Neenah R-1642	EA.	1	\$1,175.00	\$1,175.00	\$868.42	\$868.42	\$925.00	\$925.00
8	Select Demolition of Pavement, Sidewalks and Driveways	S.Y.	415	\$6.50	\$2,697.50	\$3.60	\$1,494.00	\$7.75	\$3,216.25
9	Select Demolition of Curb and Gutter	L.F.	630	\$3.05	\$1,921.50	\$3.90	\$2,457.00	\$3.90	\$2,457.00
10	Select Demolition or Abandonment of MH's, Inlets, CB's	EA.	1	\$900.00	\$900.00	\$500.00	\$500.00	\$765.00	\$765.00
11	Saw Cutting	L.F.	280	\$3.00	\$840.00	\$3.75	\$1,050.00	\$4.15	\$1,162.00
12	Asphalt Pavement Removal	S.Y.	1490	\$2.10	\$3,129.00	\$2.75	\$4,097.50	\$2.50	\$3,725.00
13	Excavation	C.Y.	945	\$15.50	\$14,647.50	\$13.50	\$12,757.50	\$15.10	\$14,269.50
14	Crushed Aggregate Base, Roadway, 10"	C.Y.	430	\$44.00	\$18,920.00	\$30.25	\$13,007.50	\$29.75	\$12,792.50
15	Granular Subbase, Sidewalk, 6"	C.Y.	8	\$77.00	\$616.00	\$24.00	\$192.00	\$125.00	\$1,000.00
16	Crushed Aggregate Base, Driveway, 6"	C.Y.	16	\$56.00	\$896.00	\$26.00	\$416.00	\$82.00	\$1,312.00
17	HMA Pavement, 4 LT 58-28 S, Lower Layer, 1.75"	S.Y.	1350	\$11.83	\$15,970.50	\$11.77	\$15,889.50	\$12.35	\$16,672.50
18	HMA Pavement, 5 LT 58-34 S, Upper Layer, 1.25"	S.Y.	1350	\$10.79	\$14,566.50	\$10.74	\$14,499.00	\$11.30	\$15,255.00
19	Concrete Curb and Gutter, 30" Barrier	L.F.	620	\$20.77	\$12,877.40	\$20.50	\$12,710.00	\$18.90	\$11,718.00
20	Concrete Sidewalk, 4"	S.F.	435	\$6.31	\$2,744.85	\$7.45	\$3,240.75	\$5.80	\$2,523.00
21	Concrete Sidewalk and Driveway, 6"	S.F.	870	\$7.13	\$6,203.10	\$8.00	\$6,960.00	\$7.10	\$6,177.00
22	Detectable Warning Field	S.F.	40	\$50.50	\$2,020.00	\$55.00	\$2,200.00	\$45.00	\$1,800.00
23	Mobilization	L.S.	1	\$3,300.00	\$3,300.00	\$13,500.00	\$13,500.00	\$20,200.00	\$20,200.00
24	Traffic Control	L.S.	1	\$4,357.00	\$4,357.00	\$6,200.00	\$6,200.00	\$4,225.00	\$4,225.00
25	Clearing and Grubbing	I.D.	178	\$44.00	\$7,832.00	\$33.00	\$5,874.00	\$40.00	\$7,120.00
26	Temporary Storm Drain Inlet Protection Erosion Control	EA.	6	\$55.00	\$330.00	\$60.00	\$360.00	\$100.00	\$600.00
27	Temporary Stone Tracking Pad	EA.	1	\$300.00	\$300.00	\$625.00	\$625.00	\$1,650.00	\$1,650.00
28	Topsoil, Turf, Grasses, and Erosion Mat	S.Y.	1000	\$10.70	\$10,700.00	\$6.45	\$6,450.00	\$13.25	\$13,250.00
<b>Base Bid Total</b>					\$160,162.55		\$164,203.55		\$166,581.75
<b>Alternate Bid #1 - Northside Sidewalk</b>									
A1-1	Add: Concrete Sidewalk, 4"	S.F.	1150	\$6.31	\$7,256.50	\$7.45	\$8,567.50	\$5.60	\$6,440.00
A1-2	Add: Concrete Sidewalk and Driveway, 6"	S.F.	160	\$7.13	\$1,140.80	\$8.00	\$1,280.00	\$7.10	\$1,136.00
A1-3	Add: Granular Subbase, Sidewalk, 6"	C.Y.	21.5	\$77.00	\$1,655.50	\$22.50	\$483.75	\$125.00	\$2,687.50
A1-4	Add: Crushed Aggregate Base, Driveway, 6"	C.Y.	3	\$56.00	\$168.00	\$35.00	\$105.00	\$185.00	\$555.00
A1-5	Deduct: Topsoil, Turf, Grasses, and Erosion Mat	S.Y.	-146	\$10.70	-\$1,562.20	\$2.00	-\$292.00	\$10.00	-\$1,460.00
<b>Alternate Bid #1</b>					\$8,658.60		\$10,144.25		\$9,358.50
<b>Alternate Bid #2 - Southside Sidewalk</b>									
A2-1	Add: Concrete Sidewalk, 4"	S.F.	1110	\$6.31	\$7,004.10	\$7.45	\$8,269.50	\$5.60	\$6,216.00
A2-2	Add: Concrete Sidewalk and Driveway, 6"	S.F.	315	\$7.13	\$2,245.95	\$8.00	\$2,520.00	\$7.10	\$2,236.50
A2-3	Add: Granular Subbase, Sidewalk, 6"	C.Y.	20.5	\$77.00	\$1,578.50	\$22.50	\$461.25	\$125.00	\$2,562.50
A2-4	Add: Crushed Aggregate Base, Driveway, 6"	C.Y.	6	\$56.00	\$336.00	\$35.00	\$210.00	\$185.00	\$1,110.00
A2-5	Deduct: Topsoil, Turf, Grasses, and Erosion Mat	S.Y.	-158	\$10.70	-\$1,690.60	\$2.00	-\$316.00	\$10.00	-\$1,580.00
<b>Alternate Bid #2</b>					\$9,473.95		\$11,144.75		\$10,545.00
<b>Base Bid Total + Alternates</b>					\$178,295.10		\$185,492.55		\$186,485.25

Line Item	Item Description	Unit	Qty	Skid Steer Guy Mondovi, WI		Haas Sons, Inc. Thorp, WI		Hegg Contractors Inc. Blair, WI	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>Base Bid</b>									
1	Removal of Sewer Utility Pipe	L.F.	195	\$6.00	\$1,170.00	\$24.19	\$4,717.05	\$15.50	\$3,022.50
2	Storm Sewer, HDPE, 15"	L.F.	316	\$35.00	\$11,060.00	\$49.44	\$15,623.04	\$35.00	\$11,060.00
3	Storm Manhole, Type I	V.F.	5.2	\$400.00	\$2,080.00	\$533.49	\$2,774.15	\$750.00	\$3,900.00
4	Storm Manhole, Type II	V.F.	2.5	\$1,100.00	\$2,750.00	\$1,467.36	\$3,668.40	\$1,690.00	\$4,225.00
5	Storm Inlet, Type III	EA.	2	\$1,800.00	\$3,600.00	\$1,853.37	\$3,706.74	\$1,615.00	\$3,230.00
6	Storm Casting, Neenah R-3067 L	EA.	3	\$850.00	\$2,550.00	\$1,667.15	\$5,001.45	\$1,100.00	\$3,300.00
7	Storm Casting, Neenah R-1642	EA.	1	\$700.00	\$700.00	\$1,373.10	\$1,373.10	\$950.00	\$950.00
8	Select Demolition of Pavement, Sidewalks and Driveways	S.Y.	415	\$8.00	\$3,320.00	\$9.09	\$3,772.35	\$8.50	\$3,527.50
9	Select Demolition of Curb and Gutter	L.F.	630	\$6.00	\$3,780.00	\$4.71	\$2,967.30	\$8.50	\$5,355.00
10	Select Demolition or Abandonment of MH's, Inlets, CB's	EA.	1	\$5,500.00	\$5,500.00	\$240.85	\$240.85	\$1,000.00	\$1,000.00
11	Saw Cutting	L.F.	280	\$4.00	\$1,120.00	\$3.22	\$901.60	\$3.50	\$980.00
12	Asphalt Pavement Removal	S.Y.	1490	\$3.00	\$4,470.00	\$3.66	\$5,453.40	\$2.00	\$2,980.00
13	Excavation	C.Y.	945	\$12.00	\$11,340.00	\$17.47	\$16,509.15	\$14.00	\$13,230.00
14	Crushed Aggregate Base, Roadway, 10"	C.Y.	430	\$48.00	\$20,640.00	\$40.29	\$17,324.70	\$38.00	\$16,340.00
15	Granular Subbase, Sidewalk, 6"	C.Y.	8	\$60.00	\$480.00	\$51.17	\$409.36	\$40.00	\$320.00
16	Crushed Aggregate Base, Driveway, 6"	C.Y.	16	\$70.00	\$1,120.00	\$46.01	\$736.16	\$40.00	\$640.00
17	HMA Pavement, 4 LT 58-28 S, Lower Layer, 1.75"	S.Y.	1350	\$13.00	\$17,550.00	\$11.77	\$15,889.50	\$11.77	\$15,889.50
18	HMA Pavement, 5 LT 58-34 S, Upper Layer, 1.25"	S.Y.	1350	\$12.00	\$16,200.00	\$10.74	\$14,499.00	\$10.74	\$14,499.00
19	Concrete Curb and Gutter, 30" Barrier	L.F.	620	\$18.00	\$11,160.00	\$17.00	\$10,540.00	\$20.56	\$12,747.20
20	Concrete Sidewalk, 4"	S.F.	435	\$6.00	\$2,610.00	\$5.80	\$2,523.00	\$6.25	\$2,718.75
21	Concrete Sidewalk and Driveway, 6"	S.F.	870	\$7.00	\$6,090.00	\$6.80	\$5,916.00	\$7.06	\$6,142.20
22	Detectable Warning Field	S.F.	40	\$47.00	\$1,880.00	\$47.01	\$1,880.40	\$50.00	\$2,000.00
23	Mobilization	L.S.	1	\$14,000.00	\$14,000.00	\$23,904.75	\$23,904.75	\$28,500.00	\$28,500.00
24	Traffic Control	L.S.	1	\$2,000.00	\$2,000.00	\$1,764.91	\$1,764.91	\$5,000.00	\$5,000.00
25	Clearing and Grubbing	I.D.	178	\$54.00	\$9,612.00	\$31.39	\$5,587.42	\$37.00	\$6,586.00
26	Temporary Storm Drain Inlet Protection Erosion Control	EA.	6	\$120.00	\$720.00	\$100.00	\$600.00	\$115.00	\$690.00
27	Temporary Stone Tracking Pad	EA.	1	\$800.00	\$800.00	\$1,276.73	\$1,276.73	\$1,750.00	\$1,750.00
28	Topsoil, Turf, Grasses, and Erosion Mat	S.Y.	1000	\$12.00	\$12,000.00	\$3.15	\$3,150.00	\$4.25	\$4,250.00
<b>Base Bid Total</b>					\$170,302.00		\$172,710.51		\$174,832.65
<b>Alternate Bid #1 - Northside Sidewalk</b>									
A1-1	Add: Concrete Sidewalk, 4"	S.F.	1150	\$6.00	\$6,900.00	\$5.80	\$6,670.00	\$6.25	\$7,187.50
A1-2	Add: Concrete Sidewalk and Driveway, 6"	S.F.	160	\$7.00	\$1,120.00	\$6.80	\$1,088.00	\$7.06	\$1,129.60
A1-3	Add: Granular Subbase, Sidewalk, 6"	C.Y.	21.5	\$60.00	\$1,290.00	\$51.17	\$1,100.16	\$40.00	\$860.00
A1-4	Add: Crushed Aggregate Base, Driveway, 6"	C.Y.	3	\$70.00	\$210.00	\$56.70	\$170.10	\$40.00	\$120.00
A1-5	Deduct: Topsoil, Turf, Grasses, and Erosion Mat	S.Y.	-146	\$8.00	-\$1,168.00	\$2.50	-\$365.00	\$4.25	-\$620.50
Alternate Bid #1					\$8,352.00		\$8,663.26		\$8,676.60
<b>Alternate Bid #2 - Southside Sidewalk</b>									
A2-1	Add: Concrete Sidewalk, 4"	S.F.	1110	\$5.80	\$6,438.00	\$5.80	\$6,438.00	\$6.25	\$6,937.50
A2-2	Add: Concrete Sidewalk and Driveway, 6"	S.F.	315	\$6.80	\$2,142.00	\$6.80	\$2,142.00	\$7.06	\$2,223.90
A2-3	Add: Granular Subbase, Sidewalk, 6"	C.Y.	20.5	\$60.00	\$1,230.00	\$51.17	\$1,048.99	\$40.00	\$820.00
A2-4	Add: Crushed Aggregate Base, Driveway, 6"	C.Y.	6	\$70.00	\$420.00	\$56.70	\$340.20	\$40.00	\$240.00
A2-5	Deduct: Topsoil, Turf, Grasses, and Erosion Mat	S.Y.	-158	\$8.00	-\$1,264.00	\$2.50	-\$395.00	\$4.25	-\$671.50
Alternate Bid #2					\$8,966.00		\$9,574.19		\$9,549.90
<b>Base Bid Total + Alternates</b>					\$187,620.00		\$190,947.96		\$193,059.15

Line Item	Item Description	Unit	Qty	Pember Companies, Inc. Menomonie, WI		A-1 Excavating LLC Bloomer, WI	
				Unit Price	Extension	Unit Price	Extension
<b>Base Bid</b>							
1	Removal of Sewer Utility Pipe	L.F.	195	\$15.00	\$2,925.00	\$24.00	\$4,680.00
2	Storm Sewer, HDPE, 15"	L.F.	316	\$60.00	\$18,960.00	\$45.00	\$14,220.00
3	Storm Manhole, Type I	V.F.	5.2	\$656.00	\$3,411.20	\$620.00	\$3,224.00
4	Storm Manhole, Type II	V.F.	2.5	\$1,800.00	\$4,500.00	\$1,630.00	\$4,075.00
5	Storm Inlet, Type III	EA.	2	\$2,985.00	\$5,970.00	\$2,810.00	\$5,620.00
6	Storm Casting, Neenah R-3067 L	EA.	3	\$965.00	\$2,895.00	\$1,520.00	\$4,560.00
7	Storm Casting, Neenah R-1642	EA.	1	\$1,025.00	\$1,025.00	\$1,240.00	\$1,240.00
8	Select Demolition of Pavement, Sidewalks and Driveways	S.Y.	415	\$12.50	\$5,187.50	\$11.00	\$4,565.00
9	Select Demolition of Curb and Gutter	L.F.	630	\$4.45	\$2,803.50	\$5.00	\$3,150.00
10	Select Demolition or Abandonment of MH's, Inlets, CB's	EA.	1	\$750.00	\$750.00	\$2,100.00	\$2,100.00
11	Saw Cutting	L.F.	280	\$4.20	\$1,176.00	\$3.00	\$840.00
12	Asphalt Pavement Removal	S.Y.	1490	\$3.80	\$5,662.00	\$7.00	\$10,430.00
13	Excavation	C.Y.	945	\$27.50	\$25,987.50	\$26.00	\$24,570.00
14	Crushed Aggregate Base, Roadway, 10"	C.Y.	430	\$37.50	\$16,125.00	\$44.00	\$18,920.00
15	Granular Subbase, Sidewalk, 6"	C.Y.	8	\$52.00	\$416.00	\$10.00	\$80.00
16	Crushed Aggregate Base, Driveway, 6"	C.Y.	16	\$71.00	\$1,136.00	\$72.00	\$1,152.00
17	HMA Pavement, 4 LT 58-28 S, Lower Layer, 1.75"	S.Y.	1350	\$15.25	\$20,587.50	\$16.00	\$21,600.00
18	HMA Pavement, 5 LT 58-34 S, Upper Layer, 1.25"	S.Y.	1350	\$11.40	\$15,390.00	\$15.00	\$20,250.00
19	Concrete Curb and Gutter, 30" Barrier	L.F.	620	\$18.00	\$11,160.00	\$24.00	\$14,880.00
20	Concrete Sidewalk, 4"	S.F.	435	\$5.50	\$2,392.50	\$8.00	\$3,480.00
21	Concrete Sidewalk and Driveway, 6"	S.F.	870	\$6.75	\$5,872.50	\$9.00	\$7,830.00
22	Detectable Warning Field	S.F.	40	\$38.80	\$1,552.00	\$52.50	\$2,100.00
23	Mobilization	L.S.	1	\$17,440.00	\$17,440.00	\$28,300.00	\$28,300.00
24	Traffic Control	L.S.	1	\$5,225.00	\$5,225.00	\$5,400.00	\$5,400.00
25	Clearing and Grubbing	I.D.	178	\$36.50	\$6,497.00	\$85.00	\$15,130.00
26	Temporary Storm Drain Inlet Protection Erosion Control	EA.	6	\$125.00	\$750.00	\$100.00	\$600.00
27	Temporary Stone Tracking Pad	EA.	1	\$1,200.00	\$1,200.00	\$100.00	\$100.00
28	Topsoil, Turf, Grasses, and Erosion Mat	S.Y.	1000	\$11.00	\$11,000.00	\$5.00	\$5,000.00
<b>Base Bid Total</b>					\$197,996.20		\$228,096.00
<b>Alternate Bid #1 - Northside Sidewalk</b>							
A1-1	Add: Concrete Sidewalk, 4"	S.F.	1150	\$5.25	\$6,037.50	\$8.00	\$9,200.00
A1-2	Add: Concrete Sidewalk and Driveway, 6"	S.F.	160	\$6.75	\$1,080.00	\$9.00	\$1,440.00
A1-3	Add: Granular Subbase, Sidewalk, 6"	C.Y.	21.5	\$124.00	\$2,666.00	\$10.00	\$215.00
A1-4	Add: Crushed Aggregate Base, Driveway, 6"	C.Y.	3	\$175.00	\$525.00	\$72.00	\$216.00
A1-5	Deduct: Topsoil, Turf, Grasses, and Erosion Mat	S.Y.	-146	\$6.00	-\$876.00	\$5.00	-\$730.00
Alternate Bid #1					\$9,432.50		\$10,341.00
<b>Alternate Bid #2 - Southside Sidewalk</b>							
A2-1	Add: Concrete Sidewalk, 4"	S.F.	1110	\$5.25	\$5,827.50	\$8.00	\$8,880.00
A2-2	Add: Concrete Sidewalk and Driveway, 6"	S.F.	315	\$6.75	\$2,126.25	\$9.00	\$2,835.00
A2-3	Add: Granular Subbase, Sidewalk, 6"	C.Y.	20.5	\$115.00	\$2,357.50	\$10.00	\$205.00
A2-4	Add: Crushed Aggregate Base, Driveway, 6"	C.Y.	6	\$150.50	\$903.00	\$72.00	\$432.00
A2-5	Deduct: Topsoil, Turf, Grasses, and Erosion Mat	S.Y.	-158	\$5.80	-\$916.40	\$5.00	-\$790.00
Alternate Bid #2					\$10,297.85		\$11,562.00
<b>Base Bid Total + Alternates</b>					\$217,726.55		\$249,999.00

<b>Date</b>	March 2, 2026
<b>To</b>	City of Durand
<b>From</b>	Cedar Corporation
<b>Subject</b>	WTF Upgrades and Improvements – Construction Services (D0911-223)

Cedar Corporation (ENGINEER) appreciates the opportunity to provide the City of Durand (OWNER) with a proposal for Construction Services to complete the Water Treatment Facility Upgrades and Improvements Project for the City. Cedar proposes to complete the following Scope of Services:

### **1.3 General Project Administration:**

The ENGINEER agrees to provide the following General Administrative Services for the PROJECT. OWNER and ENGINEER agree that the ENGINEER shall be obligated to provide only that degree of scrutiny of the Contractor's work as is described in this part. Only if specifically included otherwise in this Agreement shall the ENGINEER provide full or part-time Resident Engineering Services for the PROJECT.

The performance of General Administrative Services specifically excludes direction or supervision of the Contractor or his employees in the performing of their work in a safe, legal, or proper manner, and ENGINEER hereby disclaims any responsibility, therefore.

ENGINEER will endeavor to guard OWNER against defects and deficiencies in the work. However, it is understood and agreed by and between ENGINEER and OWNER that with respect to defects and deficiencies in the work, ENGINEER'S role under this subsection is advisory only. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

ENGINEER shall, under this paragraph, assist the OWNER in administering the provisions of the Contract Documents as follows:

- Assistance in interpretation of the drawings and specifications and approval of all changes in the Contract Documents.
- Administer the Preconstruction Conference.
- Make decisions regarding the PROJECT as called for in the Contract Documents.
- Assistance in interpretation of the reports of inspection bureaus, laboratories, test borings, and subsurface exploration related to the PROJECT during construction.
- Review of shop drawings and manufacturer's data for general conformance with the Contract Documents.

- Assist in preparation of closeout information as required (i.e., final change orders (quantity adjustments, etc.), contractor general lien waiver forms, Certificate of Substantial Completion, Consent of Surety, Affidavit of Wage Rate Compliance, etc.).
- Final inspection and processing of final contract payment request. (Final unit quantities where appropriate to the method of compensation shall be furnished to the ENGINEER by the OWNER or OWNER's Agent performing Resident Engineering duties.)
- Preparation of a set of record drawings of the completed PROJECT conforming to the construction records provided to the ENGINEER by the Contractor or the OWNER during construction.
- Assistance during Contractor's correction period (warranty).

#### **1.4 Resident Engineering:**

The ENGINEER agrees to provide Resident Engineering Services for the PROJECT. These services do not guarantee the Contractor's performance which is covered by the Contractor's bond, but by providing these services, the ENGINEER endeavors to protect the OWNER against defects and deficiencies in the PROJECT work and endeavors to insure compliance with the drawings and specifications within reasonable tolerances generally accepted in the Trade.

- The OWNER has requested the ENGINEER to provide part-time Resident Engineering which shall provide for a Resident Project Representative to be at the construction site periodically. Continuous surveillance of construction activities will not be required. Scheduling of on-site observations will endeavor to observe and accept or reject materials and procedures, in general, before they become hidden from view by subsequent construction.

Services to be offered by the ENGINEER are limited to those specified below:

- Observation of completed work for compliance with drawings and specifications
- Keeping field measurement records.
- Keeping records of the Contractor's activities.
- Negotiation of field changes and change orders for approval by the OWNER and ENGINEER.
- On-site coordination of the PROJECT.
- Recommendation for payment of Contractor's progress payment requests.

#### **1.5 Grant Related Services:**

- WDNR Safe Drinking Water Fund (SDW) Grant Administration:  
The ENGINEER agrees under this paragraph, to administer the Wisconsin Department of Natural Resources Safe Drinking Water Fund grant for the project.

We propose to complete these Engineering Services as noted for a cost as follows:

Construction Services (Item 1.3)	\$87,500
Resident Engineering (Item 1.4)	\$21,000
SDW Grant Administration (Item 1.5)	\$7,500

Based on review and approval of these services at the March 11, 2026, Cedar has enclosed a Letter of Authorization for execution. Please review and upon approval, scan a copy to me and we will proceed with the Construction phase.

Thank you for the opportunity to provide these services. If you have any questions, please contact me.

Project No. D0911-223  
Addendum No. 1  
Date: March 2, 2026

Addendum No. 1

City of Durand  
Authorization to Perform Engineering/Consulting Services

Services will be performed in accordance with the Agreement for Professional Services, dated March 6, 2024 and between the City of Durand (Owner) and Cedar Corporation. (Engineer).

Engineer is hereby authorized to proceed with the project listed below. The engineering/consulting services are to be completed in a timely manner mutually agreeable with the Owner and Engineer.

**Project:** Water Filter Plant Rehabilitation

Scope of Work	Method of Compensation	Cost Estimate
<input type="checkbox"/> Bidding and Contract Award	<input checked="" type="checkbox"/> Lump Sum	\$ See Memo
<input checked="" type="checkbox"/> General Project Administration		
<input checked="" type="checkbox"/> Resident Engineering	<input checked="" type="checkbox"/> Hourly Estimate	\$ See Memo
<input type="checkbox"/> Training of Operators		
<input type="checkbox"/> Tune-up and Testing of Equipment		
<input type="checkbox"/> Operation & Maintenance Manuals		
<input checked="" type="checkbox"/> WDNR Safe Drinking Water Fund Administration		
<input type="checkbox"/> User Charge Evaluation		

**Comments:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Cedar Corporation**  
By: \_\_\_\_\_  
Title: Water Resources Team Lead  
Date: March 2, 2026

**Authorized By**  
City of Durand  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

March 5, 2026

Matt Gilles, Director of Public Works  
City of Durand  
104 E. Main Street, P.O. Box 202  
Durand, WI 54736

RE: Professional Construction Engineering Services Proposal  
6<sup>th</sup> Avenue East Reconstruction Project  
City of Durand, WI

Dear Mr. Gilles, Mayor Milliren & City Council:

Cedar Corporation is pleased to submit this proposal to provide professional construction engineering services for your proposed 2026 6<sup>th</sup> Avenue East Reconstruction Project in City of Durand, Wisconsin.

**SCOPE OF PROJECT:** We understand that the Project will consist of providing construction engineering services for 6<sup>th</sup> Avenue East Reconstruction Project from East Wells Street to East Prospect Street, approximately 300 lineal feet, including pre-construction conference, construction staking and layout, construction administration, construction coordination, construction observation, review and approve contractor payment requests, final project construction punch list, construction record drawings, contract close out, meetings and coordination.

**SCOPE OF SERVICES:** Cedar Corporation (hereinafter called “Engineer”) proposes to render professional construction engineering services for City of Durand (hereinafter called “Client”) with respect to the above Scope of Project for 2026 6<sup>th</sup> Avenue East Reconstruction from East Wells Street to East Prospect Street, approximately 300 lineal feet, in accordance with City of Durand requirements, and Attachment C – Standard Conditions (hereinafter called “Project”). The Engineer will provide services during course of the Project as follows:

#### CONSTRUCTION ENGINEERING SERVICES

- Pre-Construction Conference
- Construction Staking & Layout
- Construction Administration
- Construction Coordination
- Construction Observation – Part-Time Periodic Hours for Street Construction Work
- Review & Approve Contractor Payment Application Requests
- Final Project Punch List Walk Through Meeting with City Staff & Contractor
- Final Construction Record Field Data Collection
- Prepare Construction Record Drawings
- Final Project Engineer Certification

- Permits & Contract Close-Out
- Meetings & Coordination with City Staff, City Council, Property Owners & Governing Agencies

CLIENT SUPPLIED INFORMATION: The Client will provide the Engineer with project & property owner coordination, recommendations, input and comments during construction and attend pre-construction conference at City Hall

DESIGN TIMELINE: The Engineer’s services shall be performed as expeditiously as is consistent with the orderly progress of the Project. The Engineer shall make every effort to complete the work within the time frame set by the Client. The following is proposed project Timeline:

TASK	COMPLETION DATE
Commence Construction	May 2026
Substantial Construction Completion	June 2026
Final Construction Completion	July 2026
Construction Record Drawings	July 2026
Construction Punch List & Contract Close-Out	August 2026

COMPENSATION: The Client agrees to pay the Engineer a Lump Sum fee for professional construction engineering services in the amount of \$10,900 pursuant to the proposed services listed in the above Scope of Services. Any additional work not included in the Scope of Services will be invoiced to the Client on a time and material basis. The Engineer will provide a written quote for any additional work at the Client’s request.

SERVICES NOT PROVIDED AS PART OF THIS PROPOSAL: Archaeological studies and investigations, environmental studies and investigations, soil borings and report, design engineering, construction testing & reports, full-time construction observation, re-field staking & layout due to vandalism and contractor disturbance, field marking location of existing underground utilities, wetland delineation map and report, wetland related permits, boundary surveys, public right-of-way surveys, property and right-of-way land acquisition, easements, property surveys, certified survey maps, subdivision plat maps, property abstract and title search, ecological studies and investigations, flood plain studies and determination, and historical site studies and investigations are not included as part of this proposal.

PAYMENT POLICY: Client agrees to pay Engineer the amount shown on invoices presented to the Client for services rendered monthly. All invoices are due within 30 days of receipt.

AGREEMENT: If these terms, as stated above, are understood and agreeable, please sign both copies of this proposal contract and return one to our office by mail, email or fax.

Sincerely,

CEDAR CORPORATION

Russ Kiviniemi, P.E.  
Principal



### Attachment C - Standard Conditions

#### PART I - DESCRIPTION OF SERVICES

- 1.1 CEDAR CORPORATION agrees to provide professional services for the PROJECT as more completely described in this Agreement.
- 1.2 CEDAR CORPORATION agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

#### PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

- 2.1 INFORMATION/REPORTS. Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.
- 2.2 REPRESENTATIVE. Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.
- 2.3 GIVE NOTICE. Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

#### PART III - BILLING, AND PAYMENT

- 3.1 Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.
- 3.2 Where Client disputes some portion of the charges contained in Cedar Corporation's bill for

services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.

- 3.3 If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

#### PART IV - STANDARD TERMS AND CONDITIONS

- 4.1 STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.
- 4.2 CHANGE OF SCOPE. The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement,

including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.

- 4.3 SAFETY. Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.
- 4.4 DELAYS. If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.
- 4.5 TERMINATION. Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause,

Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

- 4.6 OPINIONS OF PROBABLE CONSTRUCTION COST. Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
- 4.7 RELATIONSHIP WITH CONTRACTORS. Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
- 4.8 CONSTRUCTION REVIEW. For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.
- 4.9 INSURANCE. Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General,

Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

**4.10 ALLOCATION OF RISKS.** To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

**4.11 HAZARDOUS MATERIAL.**

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

**4.12 ACCESS.** Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

**4.13 REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that

relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

**4.14 AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

**4.15 ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**4.16 DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to

attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

**4.17 NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**4.18 NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

**4.19 SEVERABILITY.** The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**4.20 AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**4.21 OTHER.** Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.

Dear Community Representatives,

In 2026, our nation will mark a historic milestone—the Semiquincentennial of the United States, celebrating 250 years of independence. To honor this special occasion, the Durand Improvement Group will host a special fireworks celebration on July 3<sup>rd</sup> over the City of Durand, bringing families, neighbors, and visitors together for an evening of community pride and patriotism.

We are reaching out to invite your support in making this celebration possible by voting to make a one-time donation. Fireworks have long symbolized our nation's independence, and a community-wide display offers a meaningful way for residents of all ages to come together in unity and celebration.

Your donation will directly support the costs associated with the fireworks display and event coordination. Contributors will be recognized as community partners in this historic event, with opportunities to be acknowledged.

We would be honored to have your support as we celebrate America's 250th anniversary together on July 3<sup>rd</sup>. If you have any questions or would like additional information, please feel free to reach out.

Thank you for your time, consideration, and continued support of the Durand-Arkansaw community.

With sincere appreciation,

Durand Improvement Group

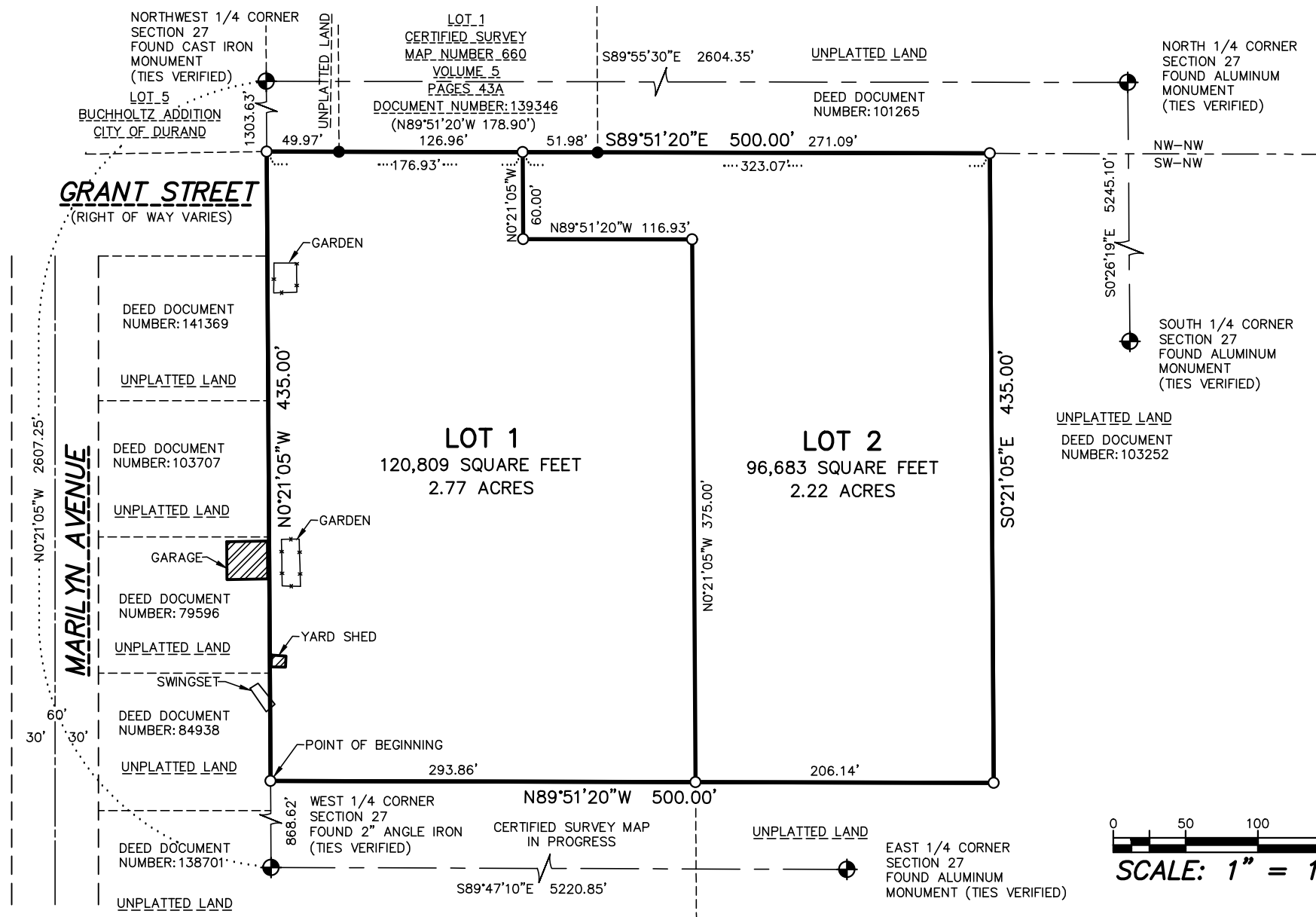


Tom and Lori Swenson have graciously given the Durand Improvement Group permission to use their land to launch the fireworks. Fireworks will be launched across the Chippewa River from the City of Durand, aimed downriver so they do not fly over any buildings. The hired pyrotechnicians are licensed and insured, all permits will be obtained, and contact has been made with the Durand Public Works, Durand Fire Department, Durand Police Department, and the Pepin County Sheriff's Office.

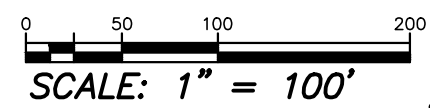
VOLUME \_\_\_\_\_ OF CERTIFIED SURVEY MAPS, PAGE \_\_\_\_\_

**CERTIFIED SURVEY MAP, NUMBER \_\_\_\_\_**

**IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4,  
SECTION 27, TOWNSHIP 25 NORTH, RANGE 13 WEST,  
CITY OF DURAND, PEPIN COUNTY, WISCONSIN**



- LEGEND**
- --- SET 1" OUTSIDE DIAMETER x 18" IRON PIPE WEIGHING 1.13 POUNDS PER LINEAR FOOT
  - --- FOUND 1" OUTSIDE DIAMETER IRON PIPE
  - ( ) --- RECORDED AS



BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NW 1/4, SEC. 27 ASSUMED BEARING OF N.00°21'05"W.

FIELDWORK  
COMPLETION  
DATE: 2/17/2026

REAL LAND SURVEYING, LLC  
1356 INTERNATIONAL DRIVE  
EAU CLAIRE, WI 54701  
(715)514-4116  
rls@rls.com  
CADD No. 25209 CSM

VOLUME \_\_\_\_\_ OF CERTIFIED SURVEY MAPS, PAGE \_\_\_\_\_

**CERTIFIED SURVEY MAP, NUMBER \_\_\_\_\_**

IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4,  
SECTION 27, TOWNSHIP 25 NORTH, RANGE 13 WEST,  
CITY OF DURAND, PEPIN COUNTY, WISCONSIN

**SURVEYOR'S CERTIFICATE:**

I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:  
THAT BY THE DIRECTION OF JARED JERECZEK, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND PARCEL WHICH IS  
REPRESENTED BY THIS CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND PARCEL SURVEYED AND MAPPED IS AS FOLLOWS: A PARCEL OF LAND  
LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 27, TOWNSHIP 25 NORTH, RANGE 13 WEST, CITY OF  
DURAND, PEPIN COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT THE WEST 1/4 OF SECTION 27;
  - THENCE, N.00°21'05"W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 27 A DISTANCE OF 868.62 FEET TO  
THE POINT OF BEGINNING;
  - THENCE, N.00°21'05"W., ALONG SAID WEST LINE A DISTANCE OF 435.00 FEET;
  - THENCE, S.89°51'20"E., A DISTANCE OF 500.00 FEET;
  - THENCE, S.00°21'05"E., A DISTANCE OF 435.00 FEET;
  - THENCE, N.89°51'20"W., A DISTANCE OF 500.00 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 27, ALSO  
BEING THE POINT OF BEGINNING;
- AND BEING SUBJECT TO EXISTING EASEMENTS.

THAT THIS CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY SURVEYED AND  
DESCRIBED, AND THE DIVISION OF IT. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE  
WISCONSIN STATUTES, A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THE SUBDIVISION REGULATIONS OF THE CITY OF  
DURAND, PEPIN COUNTY, WISCONSIN IN SURVEYING AND MAPPING THE SAME.

\_\_\_\_\_ DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026  
PETER J. GARTMANN, P.L.S. NO. 2279

**CITY OF DURAND CITY COUNCIL**

THE CITY OF DURAND, CITY COUNCIL HEREBY APPROVES THIS CERTIFIED SURVEY MAP IS COMPLYING WITH ALL APPLICABLE  
CHAPTERS OF THE CITY CODE OF GENERAL ORDINANCES.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026

\_\_\_\_\_  
CITY OF DURAND, CITY COUNCIL

Owner:

JARED JERECZEK  
W1020 COUNTY ROAD R  
MONDOVI WI. 54755

Resolution No. 26-03

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$2,195,000  
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026A

WHEREAS the City of Durand, Pepin County, Wisconsin (the "City") is presently in need of approximately \$2,195,000 for public purposes, including (a) paying the cost of street reconstruction projects and upgrading wastewater treatment plant equipment (collectively, the "Project") and (b) refunding the General Obligation Promissory Note, dated May 30, 2024 (the "Refunding"); and

WHEREAS it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Chapter 67, Wisconsin Statutes.

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

Section 1. Issuance of the Notes. The City shall issue its General Obligation Promissory Notes, Series 2026A in the approximate amount of \$2,195,000 (the "Notes") for the Project and the Refunding.

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

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

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

Section 5. Reimbursement. The Common Council hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the Project prior to the issuance of the Notes with the proceeds of the Notes in an amount not to exceed \$1,900,000.

Adopted, approved and recorded March 11, 2026.

\_\_\_\_\_  
Patrick J. Milliren  
Mayor

ATTEST:

\_\_\_\_\_  
Angela Morgan  
City Clerk

(SEAL)  
QB\101258468.1

OLD Handbook	CONTENTS	NEW Handbook
2	<b>WELCOME</b>	4
2	AT-WILL EMPLOYMENT	4
2	AMENDMENTS AND CHANGES TO HANDBOOK	4
	HANDBOOK AND LABOR AGREEMENTS	4
7	<b>INTRODUCTION</b>	5
7	CONDUCT OF CITY EMPLOYEES	5
7	OPEN DOOR POLICY	5
	<b>EMPLOYMENT POLICIES</b>	6
10	EQUAL OPPORTUNITY EMPLOYER	6
10	ANTI-HARASSMENT POLICY	6
8	DEFINITIONS	7
9	EMPLOYMENT CLASSIFICATIONS	7
19/24	INTRODUCTORY PERIOD	8
29	DEPARTMENT ORGANIZATION	8
	FAIR LABOR STANDARDS ACT	10
20	HOURS OF EMPLOYMENT	10
	ATTENDANCE POLICY	11
21	LUNCH AND BREAK PERIODS	11
22	OVERTIME/COMPENSATORY TIME	12
	EMERGENCY WEEKLY ACCESSIBILITY/WEEKEND DUTY (PW)	12
	<b>PAY AND REVIEW POLICIES</b>	13
23/25	PAY PERIODS	13
23	TIME SHEETS	13
19	PERFORMANCE REVIEWS	13
	<b>BENEFITS &amp; POLICIES</b>	14
26	PTO POLICY	14
	PTO/LONG-TERM SICK BANK DONATION PROGRAM	16
26	LONG-TERM SICK BANK	18
28	HOLIDAYS	19
27	FUNERAL LEAVE	19
28	JURY DUTY	20
	LEAVE OF ABSENCE	20
	MILITARY SERVICE LEAVE OF ABSENCE (USERRA)	21
26	RETIREMENT BENEFITS	24
26	INSURANCE BENEFITS	24
25	WORKER'S COMPENSATION	24
28	FAMILY MEDICAL LEAVE ACT	25
28	COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)	28
	<b>PROCEDURES AND GUIDELINES</b>	29
	<b>EMPLOYMENT STANDARDS/WORK REQUIREMENTS</b>	29
21	WORKING TIME	29
	RESIDENCY	29
	EDUCATION/TRAINING	29
19	NEPOTISM	29
	<b>WORKPLACE CONDUCT AND PROFESSIONAL APPEARANCE</b>	30
29	WORK ATTIRE	30
29	PERSONAL APPEARANCE	30

	INAPPROPRIATE LANGUAGE POLICY	31
13	NON-SMOKING POLICY	31
14	SOLICITATION/DISTRIBUTION	31
17	BULLETIN BOARDS	31
	<b>SAFETY, SECURITY AND WORKPLACE PROTECTION</b>	32
14	SAFETY POLICY	32
12	VIOLENCE IN THE WORKPLACE	32
	WEAPONS AND CONCEAL/CARRY	32
13	ALCOHOL AND DRUG-FREE WORKPLACE	33
13	ALCOHOL AND DRUG SCREENING	33
	DUTY TO PARTICIPATE IN INTERNAL INVESTIGATIONS	33
	<b>TECHNOLOGY, EQUIPMENT AND INFORMATION USE</b>	34
16	INFORMATION SYSTEMS POLICY	34
15	EMAIL POLICY	34
	CELLPHONE USAGE	35
	TAPE RECORDING DEVICES AND CAMERA EQUIPMENT	36
	<b>TRAVEL, VEHICLES AND EXPENSE REIMBURSEMENT</b>	37
21	USE OF CITY VEHICLES (to/from home)	37
23	MILEAGE	37
23	MEAL REIMBURSEMENT/PER DIEM	37
	RECREATIONAL ACTIVITIES WHILE ON BUSINESS TRIPS	37
	<b>ACCESSIBILITY, EMERGENCIES AND WORKPLACE SUPPORT</b>	38
	ACCOMMODATION OF DISABILITIES	38
22	INCLEMENT WEATHER	38
	<b>PERFORMANCE MANAGEMENT/CORRECTIVE ACTION</b>	38
17	DISCIPLINE	38
29	SEPARATION FROM EMPLOYMENT	39
29	RESIGNATION/TERMINATION	39
	<b>ADDENDUM 1</b>	40
17	GRIEVANCE PROCEDURE	40
	<b>ADDENDUM 2</b>	45
	DRUG AND ALCOHOL TESTING POLICY	45
	<b>DRUG AND ALCOHOL TESTING CONSENT FORM</b>	49
4	<b>ACKNOWLEDGMENT FORM</b>	50

### Old Handbook - Items NOT included

14	Confidentiality clause; public records laws prevails	
12	Management rights - not necessary	
16	Conflict of interest - details having a 2nd job	
20	Personal data changes/updates - not necessary	
23	Medical exam reference; if needed for hiring, it will be stated in a letter of offer	
24	Employee status changes - references step pay scale/not applicable	

### New Handbook - Substantial Policy Changes

	Labor agreement reference noted should there ever be one	4
	Employment classifications were narrowed to align with current standards	7
	Fair Labor Standards Act added	10
	Hours of employment updated to reflect current practice	10
	Comp time policy updated to reflect usage in 15 minute increments	12
	Weekend Duty (PW) added to reflect current practices	12
	PTO policy added	14
	PTO Donation Program added	16
	Funeral Leave updated to provide additional time at the loss of a loved one	19
	Leave of absence added	20
	Military Service Leave of Absence (USERRA) added	21
	Residency policy added	29
	Education/training provision added	29
	Inappropriate language policy added	30
	Weapons and Conceal/Carry added	32
	Cellphone usage added	35
	Tape recording devices/camera equipment added	36
	Use of city vehicles updated	37
	Mileage/meal reimbursement updated	37

**CITY OF DURAND**

**EMPLOYEE HANDBOOK**

March, 2026

# Contents

WELCOME.....	4
AT-WILL EMPLOYMENT .....	4
AMENDMENTS AND CHANGES TO HANDBOOK .....	4
HANDBOOK AND LABOR AGREEMENTS.....	4
INTRODUCTION.....	5
CONDUCT OF CITY EMPLOYEES .....	5
OPEN DOOR POLICY .....	5
EMPLOYMENT POLICIES .....	6
EQUAL OPPORTUNITY EMPLOYER.....	6
ANTI-HARASSMENT POLICY .....	6
DEFINITIONS.....	7
EMPLOYMENT CLASSIFICATIONS .....	7
INTRODUCTORY PERIOD .....	8
DEPARTMENT ORGANIZATION .....	8
FAIR LABOR STANDARDS ACT .....	10
HOURS OF EMPLOYMENT.....	10
ATTENDANCE POLICY.....	11
LUNCH AND BREAK PERIODS .....	11
OVERTIME/COMPENSATORY TIME .....	12
EMERGENCY WEEKLY ACCESSIBILITY/WEEKEND DUTY (PUBLIC WORKS DEPT)	12
PAY AND REVIEW POLICIES.....	13
PAY PERIODS .....	13
TIME SHEETS .....	13
PERFORMANCE REVIEWS.....	13
BENEFITS & POLICIES .....	14
PTO POLICY .....	14
PTO/LONG-TERM SICK BANK DONATION PROGRAM .....	16
LONG-TERM SICK BANK .....	18
HOLIDAYS .....	19
FUNERAL LEAVE .....	19
JURY DUTY .....	20
LEAVE OF ABSENCE .....	20
MILITARY SERVICE LEAVE OF ABSENCE (USERRA).....	21

RETIREMENT BENEFITS .....	24
INSURANCE BENEFITS.....	24
WORKER’S COMPENSATION.....	24
FAMILY MEDICAL LEAVE ACT.....	25
COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985).....	28
PROCEDURES AND GUIDELINES .....	29
EMPLOYMENT STANDARDS/WORK REQUIREMENTS.....	29
WORKING TIME.....	29
RESIDENCY.....	29
EDUCATION/TRAINING .....	29
NEPOTISM .....	29
WORKPLACE CONDUCT AND PROFESSIONAL APPEARANCE.....	30
WORK ATTIRE .....	30
PERSONAL APPEARANCE .....	30
INAPPROPRIATE LANGUAGE POLICY .....	31
NON-SMOKING POLICY .....	31
SOLICITATION/DISTRIBUTION .....	31
BULLETIN BOARDS .....	31
SAFETY, SECURITY AND WORKPLACE PROTECTION.....	32
SAFETY POLICY.....	32
VIOLENCE IN THE WORKPLACE.....	32
WEAPONS AND CONCEAL/CARRY .....	32
ALCOHOL AND DRUG-FREE WORKPLACE.....	33
ALCOHOL AND DRUG SCREENING.....	33
DUTY TO PARTICIPATE IN INTERNAL INVESTIGATIONS.....	33
TECHNOLOGY, EQUIPMENT AND INFORMATION USE.....	34
INFORMATION SYSTEMS POLICY.....	34
EMAIL POLICY .....	34
CELLPHONE USAGE .....	35
TAPE RECORDING DEVICES AND CAMERA EQUIPMENT .....	36
TRAVEL, VEHICLES AND EXPENSE REIMBURSEMENT .....	37
USE OF CITY VEHICLES (to/from home) .....	37
MILEAGE .....	37
MEAL REIMBURSEMENT/LODGING .....	37

RECREATIONAL ACTIVITIES WHILE ON BUSINESS TRIPS.....	37
ACCESSIBILTY, EMERGENCIES AND WORKPLACE SUPPORT .....	38
ACCOMMODATION OF DISABILITIES .....	38
INCLEMENT WEATHER.....	38
PERFORMANCE MANAGEMENT/CORRECTIVE ACTION.....	38
DISCIPLINE .....	38
SEPARATION FROM EMPLOYMENT .....	39
RESIGNATION/TERMINATION .....	39
ADDENDUM 1.....	40
GRIEVANCE PROCEDURE .....	40
ADDENDUM 2.....	45
DRUG AND ALCOHOL TESTING POLICY .....	45
DRUG AND ALCOHOL TESTING CONSENT FORM.....	49
ACKNOWLEDGMENT FORM .....	50

## **WELCOME**

The City of Durand Employee Handbook (hereinafter "Handbook") has been prepared to inform you about the city's employment philosophy, employment practices, and policies, as well as the benefits provided to you as a valued employee and the conduct that is required of you. In addition to clarifying responsibilities, we hope this handbook gives you an indication of the city's interest in the welfare of all who work here.

This handbook provides answers to many of the questions you may have about the city's benefits programs, as well as the policies and procedures. However, no employee handbook can answer every question. If anything is unclear, please discuss it with your department head or City Administrator.

You are responsible for reading this handbook, and your performance evaluations will in part reflect your adherence to the city's policies.

The provisions set forth in this handbook supersede all prior personnel policies and procedures, whether written or established as past practice.

### **AT-WILL EMPLOYMENT**

This handbook is not intended to create, nor does it create, any contractual rights, expressed or implied, or any guarantees of employment. Employment with the city is at-will and not for any definite period of time. Notwithstanding any provision herein, the city may and will make employment-related decisions on a case-by-case basis.

### **AMENDMENTS AND CHANGES TO HANDBOOK**

The policies in this handbook are guidelines. The city, at its option, may change, delete, suspend or discontinue any part or parts of the policies in this handbook at any time without prior notice. Every reasonable effort will be made to keep you informed through suitable lines of communication, including postings on department bulletin boards and/or notices sent directly to you. No one other than the City Council may alter or modify any of the policies in this handbook and any such alteration or modification must be in writing or recorded in official council minutes. No statement or promise by a supervisor, manager, or department head may be interpreted as a change in policy, nor will any such statement or promise constitute an agreement with any employee.

### **HANDBOOK AND LABOR AGREEMENTS**

Employees covered by a contract or labor agreement shall be governed by that agreement to every extent applicable. This handbook shall govern employees to the extent that the conditions of employment are not addressed by the respective contract or labor agreement. Where a labor agreement has language dealing with any subject covered in this handbook, the labor agreement will be considered as the full rights of the employees in that bargaining unit and this handbook will not extend those rights beyond the applicable language.

## **INTRODUCTION**

The purpose of this handbook is to establish and maintain a reasonable and equitable system for administration of all personnel matters. The goal of uniform personnel practices is to ensure that the principles of fairness and merit are the basis for all personnel matters. In addition, the intent of the handbook is to establish a safe, effective and efficient workplace for city employees.

This handbook applies to all employees of the city except where the terms of a specific contract, contradictory of the policies set forth below, are in effect.

This handbook shall be reviewed and updated at the discretion of the City Council. Revisions shall be subject to City Council approval.

## **CONDUCT OF CITY EMPLOYEES**

The philosophy of the City Council is that all employees are to be courteous and efficient in the performance of their duties. Employees are required to establish and maintain harmonious and effective working relationships with other employees, departments and residents. A friendliness and “willingness to help” attitude should be evident during telephone conversations, in correspondence, and in person-to-person contacts. Every effort should be made to respond to inquiries and concerns in a timely, courteous and patient manner. A failure to act in a professional and courteous manner may result in discipline, up to and including discharge.

## **OPEN DOOR POLICY**

Employee’s opinions, suggestions and questions are important. Feel free to talk with your department head or City Administrator about issues which concern you.

At the city, we encourage all employees to work together. However, there may be times when you may become involved in a conflict with a co-worker. Generally, if you are having a problem with an individual, we encourage you to approach that person first and attempt to resolve the conflict. If that does not resolve the problem, go to your department head. Do not allow a small conflict to grow into a larger one.

Complaints about co-workers, working conditions, terms of employment, or any other work- related issue cannot be resolved unless brought to the attention of the city. Such issues should be brought to the attention of the department head, the City Administrator and/or the mayor.

## **EMPLOYMENT POLICIES**

### **EQUAL OPPORTUNITY EMPLOYER**

It is the policy of the City of Durand to provide equal opportunity in employment as required by law regardless of age, race, creed, religion, color, marital status, sex, national origin, ancestry, disability, sexual orientation, arrest or conviction record or political beliefs. This policy shall include, but not be limited to the following: recruitment and employment, promotion, transfer, demotion, compensation, selection for training and layoff or termination.

Employees are protected under State and Federal Fair Employment Practices Acts, administered by the Wisconsin Department of Workforce Development or a successor agency, as well as the US Equal Employment Opportunity Commission (EEOC).

*Any employee who believes that a violation of any portion of this policy has occurred should bring, in writing, such violation to the attention of the City Administrator or the mayor who will investigate and remedy any violation found to have occurred.*

### **ANTI-HARASSMENT POLICY**

The city strives to provide an environment free from all forms of harassment or intimidation based on age, race, religion, color, physical or mental handicap, sex, national origin, ancestry, or any other prescribed basis of employment discrimination. The city is committed to providing a working environment free from sexual harassment and other forms of harassment, which includes gestures, words, pictures, jokes, comments, emails and text messages. Any form of harassment from employees or elected officials is strictly prohibited.

If employees become aware that harassment might exist, whether by virtue of a report made by an employee, suspicion or witnessing the conduct in question, they are obligated to report it to the department head, city administrator and/or the mayor. Management will make every reasonable effort to halt any harassment. This policy will not be effective, however, without the cooperation of all employees. Any individual who believes that he or she has been subjected to harassment, as listed above, has the duty to bring this fact to the attention of management (department head, City Administrator, and/or mayor) promptly so that the problem can be dealt with. All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed another person will be subject to severe disciplinary action and/or possible discharge. The city will also take any additional action necessary to appropriately correct and remedy the situation. No adverse employment action will be taken against any employee for making a good faith report of suspected harassment.

## DEFINITIONS

**Anniversary date:** The date an employee begins regular employment.

**Classification:** The job title assigned to a position. Classification is used to determine wages and available benefits.

**Compensatory time:** Hours worked in excess of the normal work schedule which may be used as time off from a regular work schedule in accordance with the specific guidelines found in this handbook.

**Discipline:** Includes all levels of progression discipline including verbal notice, written notice, suspension and/or termination. See additional information in this handbook.

**Emergency:** A sudden and unforeseeable circumstance or combination of circumstances including but not limited to a medical emergency, national disaster, civil insurrection or the like which call for immediate action and leave no time for lengthy deliberation.

**Employee:** A person, other than an elected official, who, in exchange for a salary or wages and fringe benefits, provides the city with certain defined services subject to the control and direction of a department head or the City Council.

**Grievance:** A written employee concern or issue relating to the employee's job, employee discipline, workplace safety or employment-related City policy.

## EMPLOYMENT CLASSIFICATIONS

An employee is defined as a person who works for the city for compensation in the form of wages. These classifications exclude elected officials. Each employee is classified as listed below. These classifications are maintained in an employee's personnel record and determines his or her employee benefits. The classifications are defined as follows:

**Full-Time Regular:** A non-probationary employee working 2080 hours per calendar year or who has a regular work schedule of 40 (forty) hours or more per week. A full-time employee is eligible for those benefits described in this handbook.

**3/4 -Time Part-Time:** A non-probationary employee working fewer than (40) forty hours per week but on an established schedule averaging between thirty to thirty-nine (30-39) hours per week. Limited benefits may be available.

**Part-Time Regular:** A non-probationary employee working fewer than (40) forty hours per week but on an established schedule on average of up to twenty-nine (29) hours per week. Part-time regular employees do not qualify for benefits.

**Limited Term Employment (LTE)/Seasonal:** Employment in a short-term position for a period no to exceed 1,200 hours per 12-month period. LTE employees do not qualify for benefits.

**Temporary Part-time:** Part-time employees hired on a stated and understood temporary basis. Temporary part-time employees do not qualify for benefits.

**Paid On-Call EMR/EMT:** An ambulance department volunteer who is compensated in the form of a nominal fee for responding and performing duties specific to skill level and type of emergency call. On-call EMR/EMT's are able to set their own hours, with approval from the EMS Chief. They do not qualify for 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.

## **INTRODUCTORY PERIOD**

The orientation and training period consists of the first twelve (12) months of employment and may be extended another six (6) months at the discretion of the department head or city administrator. This period of time allows the city an opportunity to review an employee's skills, ability and attitude and provides the employee with an opportunity to evaluate the city as an employer. The employee's department head and/or City Administrator will conduct an evaluation of the employee's performance at six (6) months and at one (1) year and annually thereafter or as necessary. Employees of the city, after completing their orientation and training periods, remain at-will employees of the city.

## **DEPARTMENT ORGANIZATION**

The city operates under a centralized administrative structure to ensure efficient, lawful, and coordinated municipal operations. The City Administrator, appointed by the City Council, serves as the city's chief administrative officer and is responsible for the general supervision and management of city departments, personnel, and day-to-day operations.

The City Administrator is appointed by and reports to the City Council and is responsible for carrying out City Council policies and directives, enforcing various ordinances and resolutions, and ensuring compliance with state and federal law. The City Administrator provides overall administrative oversight of the Public Works Department, Police Department and Ambulance Service.

As a small municipality, the City relies on cross-department cooperation, efficient use of resources, and clearly defined supervisory authority. While each department has a designated department head responsible for day-to-day operations, all departments function under the administrative direction of the City Administrator to promote consistency, accountability, and effective service delivery.

### Public Works Department

The Public Works Department is responsible for the maintenance, operation, and improvement of city infrastructure and public facilities. The Public Works Director, appointed by the City Council, reports to the City Administrator and is responsible for the following duties:

- Operations and Infrastructure Management: Plan, coordinate, and oversee public works operations including streets, utilities, parks, buildings, and equipment maintenance.
- Personnel Supervision: Supervise public works employees, assign work, ensure proper training, and enforce city personnel policies and safety standards. The Public Works Director may manage his/her department as necessary and recommend subordinates for varying positions within the department with City Council approval.
- Budget and Resource Management: Assist in the preparation of the departmental budget, monitor expenditures, and ensure efficient use of city resources.
- Regulatory Compliance and Reporting: Ensure compliance with applicable laws, permits, and standards, and provide reports and recommendations to the City Administrator as needed.

### Police Department

The Police Department is responsible for law enforcement, crime prevention, and the protection of life and property within the city.

The Chief of Police, appointed by the City Council, reports to the City Administrator for administrative, budgetary, and personnel matters, while retaining statutory authority over law enforcement operations as provided by Wisconsin law.

The Chief of Police is responsible for the following duties:

- Law Enforcement Leadership: Direct and manage law enforcement operations, including patrol, investigations, and emergency response, in accordance with state law and professional standards.
- Personnel Management: Supervise police department staff, oversee training and discipline, and ensure compliance with city policies. Delegate certain supervisory responsibilities to subordinates; promote subordinates to appropriate rank with confirmation by the City Council.
- Administrative and Budget Oversight: Prepare and manage the department budget, maintain records, and submit required reports to the City Administrator and governing body.
- Policy Implementation and Community Relations: Implement city policies and departmental procedures, and foster positive relationships with the community and other public safety agencies.

### Ambulance Service

The Ambulance Service provides emergency medical services to the community and operates under the administrative oversight of the City Administrator. The Ambulance Director is responsible for day-to-day operations, staffing, training, equipment readiness, and compliance with state EMS regulations.

## Chain of Command and Communication

Employees are expected to follow the established chain of command within their department. Routine operational matters should be addressed with the employee's department head. Issues requiring higher-level review may be referred to the City Administrator.

The City Administrator serves as the central point of coordination to ensure consistent application of personnel policies, efficient use of resources, and effective interdepartmental communication.

## **FAIR LABOR STANDARDS ACT**

### Exempt employees

When designated as a "salaried employee" by the City Council, certain department heads or others holding executive, administrative or professional positions who meet the qualifications for exemption under the Fair Labor Standards Act and/or Wisconsin's wage and hour laws, may be paid on a salary basis without regard to the number of hours worked. While such employees are generally expected to conform to the normal business hours of their department, they are afforded flexibility regarding the use of their time while managing their department in an effective manner. All such employees shall be notified of their exempt status at time of hire or job change. Any employee who feels he/she has been wrongly classified as an exempt employee must notify the City Administrator immediately.

### Non-exempt employees

All employees, other than those referred to in the preceding paragraph, are considered non-exempt, hourly employees.

## **HOURS OF EMPLOYMENT**

Full-time employees will be assigned eight (8) hour shifts during a regular work week, which is typically Monday – Friday between the hours of 6:00am – 4:30pm. The work schedule for administrative staff is generally 8:00am – 4:30pm. Library hours are set by the Library Board. Due to the nature of law enforcement, EMS and public works/maintenance work, hours worked in these departments will fluctuate. The work schedule may be adjusted with prior approval of management. The hours of part-time employees may vary but will generally not exceed eight (8) hours per day.

Employees will be notified of their regular hours of work including starting and ending times upon hire and thereafter as they may change from time to time. If an employee-initiated change in work schedule is necessary, the employee must consult with his or her department head. The department head will attempt to consider the employee's personal circumstances when arranging the work schedule. However, it may not always be possible or wise to accommodate requests for schedule changes.

All city employees shall be subject to being called in to work by a department head, City Administrator or the mayor in cases of serious emergencies or inclement weather.

## **ATTENDANCE POLICY**

Regular attendance is required of every employee. It is his or her responsibility to be on time each day, fully able and ready to work. Although there are justifiable reasons to be absent from, or tardy for work, the city assumes an employee is available for work, unless the employee's department head or City Administrator is told otherwise.

Excessive absenteeism and/or excessive tardiness may lead to discipline, up to and including discharge. All employees must be at work on time every day they are scheduled, unless prior arrangements have been made.

An employee who fails to call in or to show for work as scheduled for three (3) consecutive workdays will be treated as having abandoned his/her employment and will be discharged from employment.

### Reporting Absences

If you will be absent from or late for work, you must notify your immediate supervisor by telephone or text prior to the normal start of the workday. Refer to the Personal Time Off (PTO) Policy for further information on time available for absences.

### Disciplinary action

Excessive absenteeism or tardiness is a performance problem and will be subject to disciplinary action and/or possible discharge.

## **LUNCH AND BREAK PERIODS**

All city employees who work an eight (8) hour shift will, under normal circumstances, have available a one-half (1/2) hour unpaid lunch break. Employees may not forego the lunch break in order to shorten the work day or to acquire overtime. One fifteen (15) minute paid break is generally provided during the first four (4) hours of a shift and one fifteen (15) minute paid break is generally provided during the last four (4) hours of a shift.

For Public Works Department, a 30-minute mid-morning break is allowed with no afternoon break taken.

For the Police Department, employees are allowed one-half (1/2) hour for a lunch break to be taken at a time appropriate for the shift the employee is working. The lunch break will be paid and the employee is to remain on call for the duration of the lunch break. Should the lunch break be interrupted by a need to perform assigned duties, the employee may extend one mid-shift break during that shift by 15-minutes.

## **OVERTIME/COMPENSATORY TIME**

Overtime is defined as any hours worked in excess of forty (40) hours per week. Such time will be paid at the rate of time and one-half (1 ½) of regular pay for employees who are not exempt. For clarification purposes, PTO hours used are considered “hours worked”.

Employees will be required to work overtime per city needs as determined by the department head. If it is determined by a department head that an employee will be required to work overtime, the department head will notify the employee as early as possible.

Prior authorization must be received from an employee’s department head or the City Administrator before the employee may work overtime. An employee who works unapproved overtime may be subject to discipline.

Employees who are called in after the close of regular business hours to work overtime will be paid for a minimum of two (2) hours. Consistent with operational requirements and efficiency, the opportunity to work overtime will be distributed to the employees as equally as possible.

Employees can determine if overtime will be paid out as wages or as compensatory time. All compensatory time will be allocated at the rate of time and one-half (1 ½) and must be used in fifteen (15) minute increment. Compensatory time will be accumulated annually between July 1 and June 30 and must be used during this same time period. Any unused time in this time period will be paid out in the first pay period of July. At no time will employees be allowed to have over 40 hours of compensatory time banked at any one time.

## **EMERGENCY WEEKLY ACCESSIBILITY/WEEKEND DUTY (PUBLIC WORKS DEPT)**

Full-time Public Works employees are assigned to a rotating schedule for one week at a time, running Monday through the following Monday. During their assigned week, employees must be available to receive emergency phone calls as needed. This includes duties performed on weekends which includes water/sewer plant monitoring. The employees are expected to work Saturday and Sunday mornings for two (2) hours; however, this is subject to change at the discretion of the department head.

Employees may use their personal time as they choose and are not required to remain at a specific location or distance from city limits while accessible by phone. However, they must remain reachable for emergencies during their assigned week.

## **PAY AND REVIEW POLICIES**

### **PAY PERIODS**

All employees and elected officials will be paid every other Friday (26 times/year). The pay periods are from 12:01am Sunday to 12:00pm the following second Saturday (14 calendar days).

Employee wages are deposited electronically into the employee's bank account. Paper checks will not be issued. Advanced payments are not allowed.

Payroll deductions are made with employee authorization except when deductions are required by law, a court order or contract. If an employee signs up for city-sponsored health, dental or vision coverage, deductions will be taken for the employee share of the premiums. Voluntary deductions can include contributions to a retirement account, deferred compensation, ROTH IRA, supplemental insurance premiums and health savings account. An employee who wishes to change or update their voluntary deductions should discuss their options with the City Administrator.

### **TIME SHEETS**

All non-exempt, non-salaried employees must log their time worked in the city's payroll portal system. Department heads are to electronically approve each employee's time sheet to verify the accuracy of time worked.

Salaried, exempt employees are not required to keep time sheets per WI ACT 286. While time sheets are not required, electronic submission of time worked is required for payroll processing and for recording PTO and sick time used.

Falsifying time worked is a serious offense and will be subject to disciplinary action and/or possible discharge.

### **PERFORMANCE REVIEWS**

Periodic evaluations are an important part of the employment relationship. This is an opportunity to let each employee know how he/she is performing their assigned job duties and requirements and to evaluate the working relationship with co-workers. It is also a time for an employee's department head to receive input from the employee concerning any job difficulties or concerns the employee may have.

Evaluations for general employees, including the City Clerk, are completed by the department head and/or City Administrator. Evaluations for department heads are completed by the City Administrator and/or mayor. The City Administrator is evaluated by the City Council.

Performance reviews shall be completed, at a minimum on an annual basis, and will be written and added to an employee's personnel file.

## **BENEFITS & POLICIES**

### **PTO POLICY**

A complete vacation/holiday/sick time benefit package is available to regular employees working in positions that average 40 hours per week. This PTO policy applies to all eligible employees.

**Section 1:** Definition. Personal Time Off (PTO) is a benefit which combines traditional sick leave, vacation time, and personal time into a singular package known as PTO. The employee can use hours from his/her PTO bank at his/her discretion provided that the supervisor or department head has approved the request.

**Section 2:** PTO Increment. An employee is eligible to accrue PTO time upon issuance of the first paycheck. Each employee earns PTO which is accrued with every pay period (26 pay periods per year). If the employee is hired after July 1, the PTO increment will increase after the first full calendar year of employment (for example – an employee is hired on Oct. 1, 2025. He/she would not be eligible for second year PTO increment until Jan 1, 2027). Accrual amounts per pay period are updated on the first payroll of each year, not on anniversary date.

	Hours Per Pay Period
<i>Calendar Year</i>	
0-1 year	6.8
1-5 years	8.6
6-10	9.5
11-15	10.5
More than 15	11.4

**Section 3:** PTO Accumulation Limits. The PTO bank cannot exceed 320 hours (40 days). No later than Dec 30, annually, if the total number of accrued PTO hours exceeds 320, the excess hours are automatically contributed to a long-term sick bank (not to exceed 960 hours) or can be used as described in Section 7.

**Section 4:** General use of PTO Hours. Employees should request the use of PTO time at least 2 weeks prior to the date requested. Requests will be made on a PTO Request Form available from the department head or administrative office. The department head may approve or deny the request at his/her discretion based on the operational needs of the department. Employees can use PTO in increments of fifteen (15) minutes and not more than the normal scheduled shift hours or at the discretion of the department head. Because the nature of the work varies within departments, some department heads may stipulate that all PTO must be used in increments that are greater than fifteen (15) minutes. Employees can use a maximum of 80 consecutive PTO hours (10 days) at any one time. PTO will not be used for bereavement time, holiday time or compensatory time.

**Section 5:** Using PTO for Illness. Employees who are ill should not report to work. PTO will be used for absences due to illness or injury. Department heads have the right to judiciously assess the

health of an employee and, if the employee is deemed to be “too sick to work”, the department head can send the employee home.

PTO can be used for medical/dental/vision appointments, although employees are encouraged to schedule personal appointments during non-work hours. PTO can also be used in case of emergency, injury or illness of a family member where the constant attention of the employee is required.

An employee is expected to notify his/her department head prior to the start of each workday of absence or as soon thereafter as possible. An employee who fails to report an absence daily will be subject to discipline, up to and including discharge.

An employee on extended medical leave, which is longer than three (3) days, will be required to present a physician’s statement to return to work. The City of Durand reserves the right to obtain a second medical opinion at its own expense.

After a three (3) day absence, Family Medical Leave Act will be implemented and long-term sick bank hours may be used in lieu of PTO. If long-term sick bank hours are exhausted, PTO hours will be used for extended medical leave. If an employee has exhausted all leave (PTO and long-term sick bank), he/she may request use of the PTO donation program. The City Administrator oversees the program and will be able to assist the employee in need.

An employee who fails to call in or to report for work as scheduled for three (3) consecutive workdays will be treated as having abandoned his/her employment and will be terminated.

**Section 6:** Using PTO for Vacation. PTO is to be used for vacation time. Requests for PTO for vacations shall be submitted to the department head no later than Dec. 1 annually. The department head will then approve vacation requests based on seniority. After Dec. 1, any requested vacations shall be scheduled on a first-come, first-serve basis with as much notice as possible given to the department head. The department head has full discretion to approve or deny PTO requests as dictated by staffing/work needs. Employees are responsible for maintaining enough PTO time for scheduled vacations.

**Section 7:** Annual PTO Options (These options may be used simultaneously).

Contribution to Health Savings Account – Up to 80 hours (10 days) of PTO may be contributed to the employee’s health savings account (HSA). (Employee must be enrolled in the city’s health insurance plan to have an eligible health savings account). The PTO contribution amount will be based on the employee’s rate of pay on November 1st. The amount contributed to the HSA account must be within the annual federal contribution limits. A form to request and calculate a contribution will be required and will be available to employees on or around Nov. 1. Contributions to the HSA accounts will be made on the first payroll of December.

Cash Out Option – Employees may cash out up to 40 hours of his/her PTO account, based on his/her hourly rate of pay on November 1st. A form to request and calculate a cash payout will be required and will be available to employees on or around Nov. 1. Payout will be made on the first payroll of December. Payroll taxes apply.

Contribution to Long-Term Sick Bank – Employees may choose to contribute up to 40 hours of PTO to their long-term sick bank. Contributions to long-term sick bank will be made on the first payroll of December.

Carry Over – Remaining PTO at year end, under 320 hours, will be carried forward into the following year. On or around Dec, 30, remaining PTO, over 320 hours will be automatically rolled over to the long-term sick bank, if not used as described in this section.

**Section 8:** Falling Below Zero Balance. Should the PTO balance fall below zero and an employee need or uses PTO, the employee will not be paid for hours in excess of the current hours in the PTO bank. If this occurs more than once a year, the employee may be subject to disciplinary action.

**Section 9:** Separation in Good Standing/Retirement/Death. When an employee leaves employment in good standing, at retirement or death, he/she is paid for all PTO hours that remain in his/her account at 75% of current rate of pay.

**Section 10:** Termination in Bad Standing. If an employee quits without a proper notice as stated in this handbook or is terminated, PTO is forfeited and will not be paid out.

## **PTO/LONG-TERM SICK BANK DONATION PROGRAM**

### Introduction

The City of Durand PTO/Long-term Sick Bank Donation Program allows employees to voluntarily donate PTO/long-term sick bank leave to other eligible employees who have been absent from pay status due to a seriously incapacitating illness/injury or personal crisis. All requests for participation in the program are treated in a highly confidential manner. These donations are a conditional benefit and not a right of employment.

### Definitions

- **Seriously incapacitating illness or injury** - Any serious illness or injury which requires the employee or immediate family member to receive continuing treatment for an extended period.
- **Immediate family member** - A spouse, child/stepchild, parent or other relationship in which the employee is the legal guardian or sole caretaker.
- **Personal crisis** - A crisis of a severe nature that directly impacts the employee. This may include a natural disaster impacting the employee's primary residence such as a fire or severe storm.

### Recipient Eligibility

To be an eligible PTO/long-term sick bank donation recipient, an employee must satisfy all the following conditions:

- Must be working in a full-time position that is eligible for benefits and have completed the first six months of service as a full-time employee.
- Employee must not be receiving worker's compensation benefits and must have exhausted all available PTO and long-term sick bank time

Potential recipients must fill out a "PTO/Long-term Sick Bank Donation Program Request" form and submit to the City Administrator for review. The request for donations may be denied for a variety of reasons, including the ineligibility of the qualifying event, the ineligibility of the employee for the program and incomplete application or a pattern of leave abuse. The city administrator will inform the applicant of the decision to approve or deny the application within a timely manner.

### Donor Eligibility

Potential PTO/Long-term Sick Bank donors must fill out a "PTO/Long-Term Sick Bank Donation Authorization" form. To be eligible to donate PTO/long-term sick bank time, an employee must be eligible to accrue and use PTO/long-term sick time and must have an earned balance that exceeds forty (40) hours in both their PTO banks and long-term sick banks.

A donor may donate a minimum of 4 hours and no more than 40 hours or no more than 50% of current balance of PTO/long-term sick bank to any employee at a time. At no time, can a donor exhaust their balance of PTO/long-term sick bank time as a donation. Donations are to be made in whole-hour increments and on an hour-for-hour basis regardless of the base hourly rates of pay of the donor and recipient.

Once donated, PTO/long-term sick bank hours will be used as the employee needs them in the order of when the donations forms are received by the City Administrator. Hours not needed will not be deducted from the donor's leave balances. Donations are not tax deductible. The identity of donors and the number of hours donated are private and will not be released. Used donated hours will not be credited back to the donor, for any reason.

### PTO Usage by Recipients

Donated leave will be processed only after a PTO/long-term sick bank donation application has been approved by the City Administrator. Donated leave will be used on a first-in, first-out basis as determined by the date of receipt of the "donor authorization" form at the City Administrator's office.

A recipient may not receive more than 480 hours (12 weeks) of donated leave time during any calendar year. In any pay period, a recipient may only use leave time for hours that would have been regularly worked, not including overtime hours.

PTO/long-term sick bank time earned by the recipient will be used prior to using donated leave hours.

Donated PTO/long-term sick bank hours will not be reflected on the recipient's official leave account balance until the pay period occurs in which the credits are actually used by the recipient.

### **LONG-TERM SICK BANK**

**Section 1:** Definition. The Long-Term Sick Bank is a bank of time used for long-term illnesses/injuries. An employee can use these hours when deemed necessary for long-term illnesses or injuries for employee, spouse or child.

**Section 2:** Use of Long-term Sick Bank. *Family Medical Leave Act (FMLA)* will serve as guidance for use of an employee's long-term sick bank. The long-term sick bank is designed to be used for any long-term illnesses or injuries for employee, employee's spouse or employee's child. If an absence from work is longer than three (3) consecutive scheduled work days, an employee may use the long-term sick bank hours. Physician documentation will be required to verify the need for an extended absence. If the long-term sick bank is exhausted, the PTO bank will be used. If both the PTO bank and long-term sick bank are exhausted, the employee may take advantage of the PTO/long-term sick bank donation program, which is administered by the City Administrator.

The City reserves the right to submit the employee to an independent medical examination, at its expense, or to require a certificate from a physician of its choosing that the employee is medically unable to perform his/her normal job duties, at any time.

**Section 3:** Long-term Sick Bank Accumulation Limits: Employees may hold a maximum of 960 hours in their long-term sick bank. Any hours over 960 will be forfeited. Annually, employees may contribute PTO to the long-term sick bank as described in Section 7 above, not to exceed 960 hours.

**Section 4:** Separation in Good Standing/Retirement/Death, while an active employee. When an employee leaves employment in good standing, at retirement or death, he/she is paid for all long-term sick bank hours that remain in his/her account at 30% of current rate of pay.

**Section 5:** Termination in Bad Standing. If an employee quits without a proper notice as stated in this handbook or is terminated, the long-term sick bank is forfeited and will not be paid out.

**Section 6:** Unpaid Leave. An employee asking for unpaid leave of absence must make the request in writing which will be considered by the City Administrator and/or mayor. The request should be made as soon as the employee is aware that unpaid leave of absence may be necessary. Should approval be granted, it is required that all PTO and long-term sick bank time be used before unpaid leave is allowed.

## **HOLIDAYS**

Recognized Holidays. The following holidays are recognized and paid for full-time employees:

New Year's Day	Veterans Day
Good Friday	Thanksgiving
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

Holidays on Non-Scheduled Days. Should a holiday fall on a Saturday, it will be celebrated on the preceding Friday; should a holiday fall on a Sunday, it will be celebrated on the following Monday. Should Christmas Eve fall on a Friday and Christmas Day fall on a Saturday, the Thursday prior to Christmas Eve will be considered the holiday. Should Christmas Eve fall on a Sunday and Christmas Day fall on a Monday, the Friday prior will be considered the holiday.

Holiday Pay. All full-time employees shall be paid eight (8) hours for each holiday with the exception of the police department employees. Police department employees will be paid ten (10) hours of holiday pay.

## **FUNERAL LEAVE**

All full-time regular employees are eligible to take up to ten (10) workdays (consecutive or non-consecutive) of paid bereavement leave to plan and attend a funeral and manage estate issues for the death of a spouse, child or stepchild, mother, father or stepparent.

Up to five (5) workdays (consecutive or non-consecutive) of paid bereavement leave will be granted for the death of the employee's brother, sister, stepbrother, stepsister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or step-grandchild or any relative residing with the employee in the same house.

The City may accommodate one (1) workday of paid bereavement leave in order to attend the funeral of an employee's great-grandparent, spouse's grandparent, uncle, aunt, nephew, niece or cousin.

An employee wanting to take funeral leave time must give notice to his or her department head as soon as the employee learns the date of the funeral. If a funeral leave day were to fall on a paid holiday, the employee will receive only holiday pay. In the event an employee, while on vacation, needs to attend a funeral, vacation may be terminated in order to use bereavement leave.

If bereavement leave is used non-consecutively, the time allowed shall be used with 90 days of the death of the loved one. Time off is to be considered "bereavement leave". PTO is not expected to be used for allotted bereavement leave. If additional time off is needed, PTO will then be used.

## **JURY DUTY**

The city encourages all employees to be civic minded. If an employee receives notification to serve on jury duty, he or she must notify his or her department head or City Administrator immediately. The following procedures shall apply when an employee is called for jury duty to court:

- The employee will be granted a leave of absence when the employee is directed by proper authority to appear in federal, state, or county court as a juror.
- The employee will receive his or her regular compensation for the time actually spent serving as a juror and traveling to and from court.
- The employee may retain all compensation or fees received for serving as a juror.
- The above provisions concerning compensation for time in court do not apply if the employee is involved as a party in private litigation. On these occasions the employee must use PTO.

## **LEAVE OF ABSENCE**

An unpaid personal leave of absence may be granted upon request to regular full-time employees for important pressing personal needs, at the discretion of the City Administrator.

### Provisions

Individuals employed for a minimum of six (6) months are eligible to request an unpaid personal leave of absence. Unpaid personal leave may only be requested after all other PTO and long-term sick banks have been exhausted.

Employee health benefits will be continued in the same manner as received prior to the leave. If the leave is for thirty-one (31) days or less, the employee will be expected to remit payment for his/her portion of the health insurance premium prior to departing for unpaid personal leave, and in an amount equivalent to the expected period of absence. If the employee requests leave which will extend beyond the thirty-one (31) day period, the employee will be advised of COBRA continuation rights.

Unpaid personal leaves are limited to one per year.

Accepting employment elsewhere is not a qualified reason for unpaid leave under this policy and may result in termination.

### Procedure for applying for unpaid personal leave

Requests for unpaid personal leave must be made in writing to the City Administrator and should indicate the reason and the length of leave requested. The City Administrator shall review and act upon a request for unpaid personal leave in consideration of the following factors:

- The purpose for which the leave is requested.
- The length of time the employee will be away.

- The effect the leave will have on the ability of the department to carry out its responsibilities.
- The quality of the employee's performance prior to the submission of the request.

All unpaid personal leaves must be approved by the City Administrator and/or mayor.

#### Procedure for returning from unpaid personal leave

An employee who has been granted an unpaid personal leave of absence shall give the City Administrator reasonable notification of the intent to return to work at least two (2) weeks prior to the return date.

Upon receiving notification of the employee's availability, the department head will arrange to have the employee reinstated to the employee's previous position, if available.

If the previous position is no longer available, the employee may be considered for other open positions which the employee is qualified for as they become available.

If no position exists, the employee will remain on unpaid leave status until a suitable opening develops. If such an opening does not occur within a 30-day period, any obligation to reinstate the employee is discontinued and the employee's leave status is changed to a voluntary termination. Future reemployment would be as a rehire with only legally required reinstatement of applicable benefits.

#### **MILITARY SERVICE LEAVE OF ABSENCE (USERRA)**

The City of Durand is committed to complying with all Federal and state laws regarding military leave and reemployment, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and relevant Wisconsin Statutes. We support our employees who serve in the uniformed services and will ensure they are not disadvantaged in their civilian careers because of their military service.

Coverage and Eligibility - This policy applies to all employees who are members of the "uniformed services," including the U.S. Armed Forces, Reserves, the Army and Air National Guard, and the commissioned corps of the Public Health Service.

Prohibition of Discrimination and Retaliation – The City of Durand prohibits discrimination against employees or job applicants based on past, present, or future military service obligations in all aspects of employment. Retaliation against individuals exercising their USERRA or state law rights is strictly prohibited.

Procedures for Military Leave - Unless military necessity prevents it, or is otherwise impossible or unreasonable, an employee should provide the city with notice of the need for leave as far in advance as is reasonable under the circumstances.

To request a temporary or extended military leave of absence, the employee should generally obtain a request for leave of absence form from the City Administrator. Written notice is preferred, but not required under the law or this policy. The City Administrator will review the request for leave of absence, collect any applicable insurance premiums from the employee, generate other applicable documents and process the leave of absence accordingly. In the event of verbal notice by the employee, the City Administrator will document the requests.

Employees on temporary or extended military leave may, at their option, use any or all accrued paid vacation or personal leave during their absence.

When the employee intends to return to work, he or she must notify the department head or City Administrator. If the employee does not intend to return to work, he or she should notify the city as soon as practicable.

Benefits - If an employee is absent from work due to military service, benefits will continue as follows:

An employee on extended military leave may elect to continue group health insurance coverage for the employee and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military leave of absence begins. The employee must pay, per pay period, the premium normally paid by the employee. After the initial 31-day period, the employee and covered dependents can continue group health insurance for up to 24 months at 102% of the overall (both employer and employee) premium rate. Employees must elect coverage and make the required payments to the city in a timely manner to continue coverage.

Because the city's retirement plan and additional life insurance benefits are provided through the WI Retirement System (WRS), the policies for continued coverage and benefits are managed by WRS. Refer to WRS and Employee Trust Funds (ETF) for more information.

Employees will accrue PTO while on military leave of absence status. PTO will not accrue after 31 days of leave.

Reemployment/Return to work - Upon an employee's prompt application or notification for reemployment (as defined below), an employee will be reinstated to employment in the following manner depending upon the employee's period of military service:

Less than 91 days of military service – reinstated to a position that the employee would have attained if employment had not been interrupted by military service; or, if found not qualified for such position after reasonable efforts by the city, in the position in which the employee had been employed prior to military service.

More than 90 days and less than 5 years of military service – reinstated to a position that the employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the employee is qualified to perform; or, if proved not qualified after reasonable efforts by the city, in the position the employee left, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform.

Employee with a service-connected disability - if after reasonable accommodation efforts by the employer, an employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the employee will be employed in another position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by the city; or, if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

Application for Reemployment - An employee who has engaged in military service must, in order to be entitled to the reemployment rights set forth above, submit an application or notification for reemployment to the city according to the following schedule:

If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service), the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service.

If service is for 31 days or more but less than 181 days, the employee must submit an application or notification for reemployment with the city no later than 14 days following the completion of service.

If service is over 180 days, the employee must submit an application or notification for reemployment with the city no later than 90 days following the completion of service.

If the employee is hospitalized or convalescing from a service-connected injury, the employee must submit an application or notification for reemployment with the city no later than two years following completion of service.

Exceptions to Reemployment - In addition to the employee's failure to apply for or provide notification of reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

- The city's circumstances have so changed as to make reemployment impossible or unreasonable.
- Reemployment would pose an undue hardship upon the city.
- The employee's employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.
- The employee did not receive an honorable discharge from military service.

General Benefits Upon Reemployment - Employees reemployed following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. An employee's time spent on active military duty will be counted toward eligibility for FMLA leave. Additionally, upon reemployment, a covered employee will not be discharged except for cause for up to one year following reemployment.

Documentation - The city will, upon the employee's reapplication for employment, request that the employee provide the city with military discharge documentation to established the timeliness of the application for reemployment, the duration of the military service, and the honorable discharge from the military service, if applicable.

## **RETIREMENT BENEFITS**

The city participates in the Wisconsin Retirement System (WRS) and shall pay into the program the required employer's contribution for all eligible employees, which is a percentage of the employee's gross salary in wages. For further details about eligibility or contribution amounts, please consult the City Administrator.

## **INSURANCE BENEFITS**

Following the first calendar month of employment, eligible employees are entitled to participate in the health, dental and vision insurance plans offered by the city. Long term disability insurance, income continuance insurance and life insurance are offered through WI Retirement Systems (WRS) and is also available following the first 30 days of employment. For purposes of health insurance only, eligible employees are defined as those employees who work 30 or more hours per week.

For employees who work less than 40 hours a week but on average of 30-39 hours per week, health benefits are offered with the city contributing a reduced premium amount as determined by the city council. For further details on eligibility, cost and coverage, consult the City Administrator.

## **WORKER'S COMPENSATION**

Worker's compensation is a form of accident and disability insurance to protect you in the event of a job-related injury or illness. You are covered by workers' compensation insurance, provided by the City, and based on WI regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law.

As a city policy, using PTO time begins at the time the employee leaves the hospital emergency department due to injury and goes home or at the end of the workday, whichever comes first.

An employee who is injured on the job must do the following:

1. Report the injury, no matter how slight, to his or her department head or City Administrator immediately.
2. Submit to necessary medical attention.
3. Must have an authorized person complete an Employer's First Report of Injury or Disease form. (This must be done regardless of the seriousness of the injury.) The form needs to be returned to the City Administrator as soon as possible after the injury.

Failure to abide by the terms of this policy may result in a forfeiture of certain or all worker's compensation benefits, as well as discipline up to and including discharge.

## **FAMILY MEDICAL LEAVE ACT**

*(Note: As a public agency, the City of Durand is required to implement Federal FMLA processes listed below regardless of the number of employees). This provision may change without notice as it is directly governed by state and Federal law.)*

### **Federal Family and Medical Leave Act**

In general, a leave of absence is an official authorization to be absent from work without pay for a specified period of time. Eligible employees may be entitled to job-protected family or medical leaves of absence if they are unable to come to work due to pressing family or medical concerns as described under the following Family/Medical Leave Policy, which shall be administered in accordance with applicable state and Federal laws.

### **Eligibility Requirements**

Employees who have worked at least 12 months, and at least 1250 hours in the preceding 12 months may be granted an unpaid leave under the Federal Family Medical Leave Act (FMLA) for the employee's own serious health condition; the serious health condition of a spouse, parent or minor child; or the birth, adoption or foster care placement of a child. An employee's "serious health condition" assumes that the employee is unable to perform one or more of the essential functions of his/her job.

### **Definition of Serious Health Condition**

A "serious health condition" is defined generally as an illness, injury, impairment or physical or mental condition that involves (A) inpatient care in a hospital, hospice, or residential medical care facility or (B) continuing treatment by a health care provider. If you are unsure whether a condition qualifies as a "serious health condition" you should discuss with your treatment provider or the City Administrator. Please note that "serious health condition" may also apply to absences resulting from work-related injuries or illnesses covered by the Workers Compensation Act.

### **Basic Leave Entitlement**

An employee is entitled to up to 12 weeks of leave during a 12-month period. We use a rolling 12-month period measured backward from the date an employee uses any FMLA leave. For example, if an employee requests FMLA leave beginning March 1, the 12-month period before March 1 would be reviewed. Any FMLA leave taken during that 12-month period would reduce the amount of time available for the leave that is to begin March 1.

Employees who have worked at least one year, and at least 1000 hours in the preceding 52 weeks are entitled to leave under Wisconsin Family Medical Leave law, which provides for shorter leave periods - two (2) weeks for employee's illness, two (2) weeks for an immediate family member's illness, and six (6) weeks for birth/adoption - and is calculated on a calendar year. For more information on this leave, please contact the City Administrator.

In the event of eligibility under either of the Family Medical Leave laws, as well as qualifying leave under the Workers Compensation Act, any such leave is counted as Family Medical Leave Act leave under both Federal and state acts concurrently, absent a conflict with state law.

### **Employee Responsibilities**

In the event of a serious illness of the employee or his/her child, spouse, or parent, creating a need for unforeseeable family or medical leave, the employee should provide us with sufficient information, as soon as practicable, of the need for time off. In the event of a foreseeable medical treatment to the employee or his/her child, spouse, or parent, employees, birth of a baby or adoption of a child shall be required to give thirty (30) days advance notice. **When requesting time off from work, employees must submit a completed FMLA request form, which can be obtained from the City Administrator.** In both foreseen and unforeseen medical leaves, the employee must furnish a written Treatment Provider's Medical Certification Form, indicating the expected duration and nature of the illness, particularly as it relates to the employee's ability to come to work or the need for that employee's presence at home to care for a seriously ill family member. This form is also available from the City Administrator. Medical certification forms may not be required for the birth of a baby or adoption of a child.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

To assist us in arranging work assignments during your absence, we ask that you give us prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of your expected return date. During your leave, you are requested to keep the City updated regarding your condition. To facilitate your return to work, we also ask that you provide us with two weeks' advance notification of your intended return date. Failure to do so may delay your return date.

### **Substitution of Paid Leave or Unpaid Leave**

Employees will be required to use accrued PTO and long-term sick time at the commencement of Federal FMLA leave. Employees using state family medical leave must notify the City Administrator in writing if they do **not** wish to use accrued paid time-off. No PTO or sick time will be earned or will accrue during any unpaid FMLA leave period.

FMLA leave will run concurrently with other leaves of absence, absent extraordinary circumstances.

## **Benefits and Protections**

While on a leave of absence provided for under this policy, we will continue your group health insurance benefits under the same terms as provided prior to your leave, for up to maximum of 12 weeks leave time during any one-year period. The only exception to this is if you elect not to continue coverage or fail to pay your share of premiums when they become due.

If your leave extends beyond 12 weeks, you shall be offered the opportunity to purchase continuing coverage under state and Federal COBRA continuation rules. **In the event you choose not to return to work following FMLA leave, you may be required to reimburse all insurance premiums paid by us during the leave.**

## **Medical Certification Requirements**

Medical certification will be requested, according to law. In appropriate circumstances, we may require you to be examined by a physician whom we designate, at the city's expense.

## **Use of Leave**

Leave in connection with an employee's own serious health condition, serious health condition of an immediate family member or covered service member or birth/adoption of a child may be available on an intermittent or reduced hour basis, if necessary. In the event intermittent leave is requested, the same must be scheduled with reasonable advance notice. If intermittent leave is needed for planned medical treatment, employees must make a reasonable effort to schedule the treatment so as not to unduly disrupt the city's operations. Medical recertification will generally be required as often as allowed by law. The city reserves the right to transfer employees requiring intermittent leave to a different, equivalent position better suited to accommodate the leave needed.

At the conclusion of the FMLA leave, we will reinstate you to your position or to a position with equivalent benefits, pay, and other conditions of employment, as required by law. Should you require an extended leave beyond the period of time described in this policy, we will seek to return you to a suitable position but cannot guarantee that one will be available.

There are certain exceptions under both state and Federal law regarding your rights to family/medical leave. Please check with the City Administrator if you are anticipating taking such a leave.

## **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Under either the FMLA or the Military Family Leave, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for failure to comply with the law.

### **Employer Responsibilities**

The city must inform the employee whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employee's rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

The city must also inform the employee if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

1. Interfere with, restrain, or deny the exercise of any right provided under FMLA.
2. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### **COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)**

Under state law and the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and subsequent amendments to the Act, employees covered under an employer's group health care plan are eligible for continuation of health care coverage under the group plan upon the employee's termination (except for gross misconduct) or reduction in hours. COBRA regulations also allow the employee's spouse and covered dependents to elect continuation coverage upon the employee's death, divorce or legal separation, an employee's entitlement to Medicare, a dependent's loss of dependent status under family coverage, or the employer's filing of a bankruptcy proceeding.

All employees, as well as their qualified dependents, will receive notice of mandated insurance continuation benefits at the time of hire or whenever the plan coverage for the employee begins. If a qualifying event which entitles the employee and/or qualified dependents to continuation coverage occurs, the City will notify the qualified beneficiaries of their right to elect continuation coverage. Unless otherwise agreed, continued participation is solely at the participant's expense.

## **PROCEDURES AND GUIDELINES**

### **EMPLOYMENT STANDARDS/WORK REQUIREMENTS**

#### **WORKING TIME**

“Actual working time” means the time during which an employee is required to be performing work duties. “Working time” does not include the time before the employee’s scheduled workday begins, the time after the employee’s scheduled work day ends, or the employee’s break or lunch period. “Working areas” include all areas of city owned properties including city owned vehicles. Any violation of this policy must be reported immediately to any department head.

#### **RESIDENCY**

Residency is not required for any city positions unless required per state statute such as certain committee members, elected officials, election inspectors etc.

#### **EDUCATION/TRAINING**

The city will, in most circumstances, pay the costs of education/training/conferences required to obtain the licenses, permits or certifications required to perform the assigned employee duties. Continuing education/training required during employment will generally be paid for by the city. The time spent traveling to and from the education/training/conventions will be paid at regular rate of pay.

#### **NEPOTISM**

No employee will be hired for a position over which an immediate family member (spouse, mother, father, son, daughter, sister, brother, uncle, aunt, nephew, niece, grandfather, grandmother, mother-in-law, father-in-law, stepdaughter, stepson, stepfather, stepmother, son-in-law, daughter-in-law or significant other) exercises supervisory authority

## **WORKPLACE CONDUCT AND PROFESSIONAL APPEARANCE**

### **WORK ATTIRE**

All police, ambulance, and public works personnel shall wear city supplied uniforms, at the discretion of the department head while performing work for the city. Police officers will receive a uniform allowance. The Public Works Department will be provided with uniforms, safety gear and they will receive an annual steel-toe shoe allowance (annual amount determined by the City Administrator). To be reimbursed, a receipt is to be submitted within 30 days of purchase. All other employees shall dress in appropriate business attire while working, with the exception of Fridays, when those employees may dress casually.

### **PERSONAL APPEARANCE**

Employees must appear for work in clean clothing in original or repaired condition such that they will be a credit to the city. Moderation and good taste in dress and grooming are required. Employees are also required to be clean and to be concerned with good personal hygiene. An untidy appearance can negatively reflect on the city's image.

Some departments or job positions may require that an employee wear a uniform or other appropriate dress. The employee's department head will notify him or her if the employee must wear a uniform and will provide the employee with the basic elements of that uniform.

The employee's department head, City Administrator or City Council will have exclusive discretion in determining what is appropriate or inappropriate for purposes of this policy.

For clarification purposes, the following guidelines have been established. The city reserves the right to address individual issues as they arise:

- a. Hair – Hair must be neatly groomed and worn in a style and color that is in keeping with the policy of moderation.
- b. Visible Tattoos and Pierced Body Parts – Pierced parts of the body (excluding accepted pierced ears) may not be used to display jewelry in the workplace. The City reserves the right to require objectionable tattoos be covered in the workplace.
- c. Facial Hair: Facial hair must be neatly groomed and worn in a style and color that is in keeping with the policy of moderation. The city shall have the right to order shaving on demand if required by conditions, task requirements, job requirements or Federal or state regulations.
- d. Shoes/Shirts: Shoes and shirts must be worn at all times.

## **INAPPROPRIATE LANGUAGE POLICY**

Profanity is typically used in the workplace for emphasis, humor, as an expression of anger, or as a shock device. However, some employees may consider profanity to be threatening, intimidating, aggressive, offensive, or inappropriate. The city strives to create an environment that is free from any type of offensive or inappropriate conduct. The use of profanity in the presence of or directed towards other employees is inappropriate conduct. Profanity is generally defined as socially offensive words (typically "four letter words").

## **NON-SMOKING POLICY**

The city provides a smoke-free environment in consideration of the needs and concerns of both our smoking and non-smoking employees and residents. There is absolutely no smoking allowed during working hours on city property, which includes city vehicles. Employees who violate this policy will be subject to discipline, up to and including discharge.

## **SOLICITATION/DISTRIBUTION**

There may be no solicitation by or of employees during work time or in working areas without department head approval. Employees may not post or distribute literature in working areas at any time.

## **BULLETIN BOARDS**

Bulletin boards are provided to inform our employees of important developments that affect their jobs. All notices of interest and importance will be posted. All employees are responsible to know the information communicated on the bulletin boards and, therefore, must check the bulletin boards regularly. Any employee who posts notices, letters and the like on city bulletin boards without first obtaining authorization will be subject to disciplinary action, up to and including discharge.

## **SAFETY, SECURITY AND WORKPLACE PROTECTION**

### **SAFETY POLICY**

Job safety is very important both to you and to the city. It is the city's policy to ensure a safe work environment for employees and customers and to require safe work practices of all employees. The city requires its employees to conduct themselves carefully at all times.

All employees must work in a safe manner, observe good safety procedures, and follow the safety rules, both for their own safety and for the safety of fellow employees and our residents. All work areas must be kept clean and free from debris. Tools and equipment must be kept clean and in good repair. Employees are protecting themselves, their jobs and their coworkers when they develop and practice safe work habits.

Any accident, hazard, or unsafe condition of equipment is to be immediately corrected or reported to a department head. If an employee is involved in or witnesses an accident while working, he or she must report it immediately to a department head or the City Administrator.

### **VIOLENCE IN THE WORKPLACE**

The city is committed to providing a safe and healthy work environment free from any threats or acts of violence. The city will not tolerate any such threat or violent act directed toward another employee or third party on city premises at any time or related in any way to city work. Violence is defined to include, but is not limited to, physical assault, aggressive behavior (either physical or verbal) directed at another individual, intentional destruction of property, and intimidation through verbal or implied threats or destruction of property. Any reported act or threat will be investigated as a serious violation of the city's policy. Any confirmed act or threat will result in disciplinary action, up to and including discharge.

Any employee who has received or witnessed a threat of violence either related to or while on the job must make a report to his or her department head or any available member of management. The report will be kept confidential to every extent possible. The city will investigate all such reports and act appropriately to the situation. When necessary, the city will cooperate with local law enforcement agencies.

Some acts of violence in the workplace can be instigated by people outside the workplace. The city encourages any employee who feels that an outside threat poses a risk within the workplace to report such a situation to his/her department head, City Administrator or mayor. The city will assess the need for special safeguards.

### **WEAPONS AND CONCEAL/CARRY**

Except as otherwise provided herein, the city prohibits employees and non-employees, whether licensed to carry concealed handguns or not, from carrying such weapons or any other weapons on the premises of the city. Premises includes any property owned, leased or controlled by the City, including anywhere the city conducts business or any location in which the employee represents the

city for business purposes. Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length, electric weapons, explosives, and any chemical whose purpose is to cause harm to another person.

This policy does not apply to law enforcement employees who are required, for purposes of their job, to carry weapons.

Notwithstanding the foregoing, city employees are not prohibited, as a condition of employment, from carrying a concealed weapon or ammunition, or from storing a weapon or ammunition, in the employee's own motor vehicle when the vehicle is driven or parked on property owned, leased or controlled by the city.

### **ALCOHOL AND DRUG-FREE WORKPLACE**

The City of Durand is an alcohol and drug-free workplace. No employee of the city shall come to or be at work or be on call while under the influence of alcohol or drugs. Operation of city-owned equipment or vehicles, including ambulances, while under the influence of drugs or alcohol is strictly prohibited. No employee shall come to work or be at work or on call if he/she has consumed alcohol or illegal drugs within eight (8) hours prior to their shift. The consumption, sale, possession, transfer or purchase of illegal drugs by city employees is strictly prohibited.

Exceptions include medications prescribed by a physician. Prescription medications may be possessed and used on premises during working hours by the employee for whom they were prescribed, as long as they have been legally prescribed for the using employee, are kept in their original container and are used in strict accordance with the prescription. In the event an employee is prescribed a medication that might adversely impact his or her behavior, attitude or performance, the employee must give notice of that possibility to his or her department head or City Administrator prior to reporting for work or working with the medication in his or her system.

### **ALCOHOL AND DRUG SCREENING**

The City of Durand Alcohol and Drug Testing Policy is attached hereto as Addendum 2.

The City of Durand participates in the Pepin County Consortium for required Department of Transportation testing for employees holding a commercial drivers license (CDL) and who drive city-owned vehicles. The testing is random and result are held by the Consortium. If a test is returned with a positive result, action will be taken as described in Addendum 2, Disciplinary Action.

### **DUTY TO PARTICIPATE IN INTERNAL INVESTIGATIONS**

All city employees must participate to the fullest extent possible in internal city investigations when requested. A failure to participate in an internal investigation, when requested, will be treated as insubordination.

## **TECHNOLOGY, EQUIPMENT AND INFORMATION USE**

### **INFORMATION SYSTEMS POLICY**

As with all city assets, city-provided cell phones, computer systems, hardware and software are intended for authorized business use only. Employees may not copy or use city purchased/leased software which are contrary to the provisions of the software contract. Inappropriate use of computer hardware and/or software may result in loss of access privileges as well as discipline, up to and including termination.

Inappropriate use includes, but is not limited to:

- Unauthorized attempts to access another employee's e-mail account. Management is authorized to access employee email accounts, if necessary.
- Transmission of sensitive or proprietary information to unauthorized persons or organization.
- Transmission of cartoons, sexually explicit images or messages or any transmission containing ethnic slurs, racial epithets or anything that may be construed as harassment or disparagement of others based on their age, sex, race, national origin, color, disability or religious beliefs.
- Any illegal or unethical computer-related activities or any computer-related activity that could adversely affect the city.
- Use of the city's computer systems, etc. for unauthorized purposes, including for work unrelated to the city's operations and business.
- Use of the city's e-mail system to solicit or address others regarding commercial, personal, religious or political causes or for any solicitations that are not work related.
- Use of the city's computer and e-mail systems that is disruptive, offensive to others or harmful to workplace morale.

Management will have unrestricted access to information stored in the computer systems. Employees should not expect any information stored on the city's computer system to be private. From time to time, especially when an employee is on vacation or on a leave of absence, his or her department head or other management personnel may access the employee's computer or files.

No licensed software is to be copied or "borrowed" for personal use from the city's inventory of software products. In addition, no software is to be loaded onto the local hard drive of network computers, except under the direct supervision of the City Administrator, who will also verify that the software being loaded has a legitimate license for its use.

### **EMAIL POLICY**

The City of Durand has established a policy with regard to access and disclosure of emails created, sent or received by employees using the city's email system. The city intends to honor the policies set forth below but must reserve the right to change them at any time as may be required under the circumstances.

- The city maintains an e-mail system. This system is provided by the city to assist in the conduct of business within the city.
- The e-mail system is licensed by the City of Durand. Additionally, all messages composed, sent or received on the e-mail system are and remain the property of the city. They are not the private property of any employee.
- The use of the e-mail system is reserved solely for the conduct of business at the city. It may not be used for personal business.
- The e-mail system may not be used to solicit for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations.
- The e-mail system is not to be used to create or solicit any offensive or disruptive messages. Among those which are considered offensive are any messages which contain sexual implications, racial slurs, gender-specific comments or other comments that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin or disability.
- The e-mail system may not be used to send or receive copyrighted materials, trade secrets, proprietary financial information or similar materials without prior authorization.
- The city reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the e-mail system for any purpose. The contents of e-mail properly obtained for legitimate business purposes may be disclosed within the city without the permission of the employee.
- The confidentiality of any email should not be assumed. Even when an email is erased, it is still possible to retrieve and read that email. Further, the use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to the city or they are invalid and cannot be used.
- Notwithstanding the city's right to retrieve and read any e-mail messages, such email should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Any exception to this policy must receive prior approval by the city.
- Employees may not use a code, access a file or retrieve any stored information unless authorized to do so. Employees should not attempt to gain access to another employee's emails without their permission. All computer login codes must be provided to the City Administrator. No login code may be used that is unknown to the City Administrator.
- Any employee who discovers a violation of this policy should notify his/her department head.
- Any employee who violates this policy or uses the electronic mail system for improper purposes is subject to discipline, up to and including discharge.

## **CELLPHONE USAGE**

**Use of personal cell phones:** Personal calls and texts should be kept at a minimum during business hours.

**Use of personal cell phones for business purposes/per diem:** A personal cell phone may be used for business purposes, if both the employee and the city agree to such purpose. The city may provide a monthly cell phone per diem for use of a personal cell phone for business purposes to designated employees/elected officials as determined by the City Administrator.

**City provided cell phones:** The city may provide cell phones to some employees for business related purposes. If using a city-issued cell phone, employees shall not have an expectation of privacy in anything they create, store, send or receive. Use of city-issued cell phones is subject to monitoring by the city.

**Use of cell phones while driving:** It is the employee's primary responsibility to drive safely. Using a cell phone, either city-issued or personal, while driving a city vehicle leads to increased risk for the employee and the city and is prohibited.

## **TAPE RECORDING DEVICES AND CAMERA EQUIPMENT**

Unless as a part of their job responsibilities, employees are prohibited from engaging in any surveillance activities in the workplace and/or while on company time, including, but not limited to, the use of cameras, other photographic equipment, and tape-recording devices used to record telephone or other communications.

## **MISUSE OF EQUIPMENT and THEFT**

Equipment and vehicles are city property and personal use of these items by employees is prohibited, unless authorized by the department head. It is acceptable for an employee who is using a city vehicle, in the course of their employment, to stop for lunch or break. It is not acceptable for an employee to drive a city vehicle for personal reasons, unless approved by the City Council or City Administrator. Employees using city equipment and supplies for personal purposes, without permission, will be subject to discipline.

Employees should take care to use city property safely and properly. Reckless use of city vehicles may violate traffic laws, cause needless expense, and increase the chance of accidents and injuries. Employees are expected to refrain from damaging any city supplies or equipment. Employees who abuse city property will be subject to discipline.

Theft harms employees' and taxpayers' sense of trust, safety, and workplace pride. Theft of property, funds, equipment etc., whether from the city or of a co-worker, will not be tolerated. Employees must have department head's permission before removing any city materials, including tools, damaged goods, fuel, or scrap material from the premises. Disposal of city assets often requires City Council approval. The city has the right to search employees' desks, other city property, and otherwise monitor employee activity.

Falsifying timesheets or expense reports is a violation of the anti-theft policy. Making unauthorized purchases or receiving personal gain from the use of the city's purchasing power is also not allowed. Creating fraudulent expense accounts, customer accounts or vendor accounts is also a violation of this policy. An employee who violates the anti-theft policy will be subject to discipline, which may include dismissal.

## **TRAVEL, VEHICLES AND EXPENSE REIMBURSEMENT**

### **USE OF CITY VEHICLES (to/from home)**

The Public Works Director may take a city vehicle home at night. As all public works employees are considered on-call in cases of emergencies or inclement weather, the Public Works Director has full discretion to allow the public works employees to take a city vehicle home at the end of the work day.

Police Department employees may occasionally take a city vehicle home at the full discretion of the Police Chief.

City vehicles are to be used only for business related to city operations. Personal use of a city vehicle is prohibited.

### **MILEAGE**

Whenever and wherever feasible, employees must use city vehicles for city business and related meetings. When it becomes necessary for an employee to use his or her own vehicle, the city will reimburse the employee at the current federal rate for each mile traveled for city business. Employees are to track the use of their personal vehicle and submit a usage report to the city clerk or City Administrator prior to the next pay period for reimbursement. Late submissions could result in the denial of reimbursement. Employees may use their own vehicles for city-related business only if those vehicles are insured with liability and comprehensive coverage.

### **MEAL REIMBURSEMENT/LODGING**

While away on city business or for education or training, the employee will be reimbursed for meal expenses (not to include alcoholic beverages). Itemized and dated receipts are to be presented to the city clerk or City Administrator prior to the next pay period. The employee may be reimbursed for breakfast, lunch and dinner at the Federal per diem rate, effective as of Jan. 1 annually. The rates used are found at the US General Services Administration website ([gsa.gov](http://gsa.gov)). A gratuity may be paid up to 20% of the cost of the meal.

The city will pay for or provide reimbursement for one hotel room per employee at the state rate provided (typically a queen room).

### **RECREATIONAL ACTIVITIES WHILE ON BUSINESS TRIPS**

While away from the work sites but on city business, an employee who chooses to engage in purely personal recreational activities is acting outside of the scope of his or her employment with the city.

## **ACCESSIBILITY, EMERGENCIES AND WORKPLACE SUPPORT**

### **ACCOMMODATION OF DISABILITIES**

The city recognizes that employees with serious illnesses or disabling conditions may wish to engage in as many of their normal pursuits as their conditions allow. As long as these employees are able to perform the essential functions of the job without posing a direct threat to themselves or to others, they will be reasonably accommodated.

### **INCLEMENT WEATHER**

In the event that inclement weather creates hazardous traveling conditions between an employee's home and their work site, an employee may be granted permission by their department head to leave work early or to arrive at work late. If an event is severe enough that it generates a weather warning issued by the National Weather Service, the City Administrator, mayor or designee may order city offices/building closed. Employees who are able, may choose to work from home. If working from home is not viable, employees are expected to use PTO to replace the time missed from work.

This policy shall not apply to positions responsible for providing protective services or for improving driving conditions. Employees in such positions are expected, as a condition of their respective work, to continue providing services as usual unless otherwise determined by their immediate department head.

## **PERFORMANCE MANAGEMENT/CORRECTIVE ACTION**

### **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 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 right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.

## **SEPARATION FROM EMPLOYMENT**

### **RESIGNATION/TERMINATION**

We hope that your association with the city will be pleasant and that you will grow with us. However, separation from employment may occur and may be voluntary or involuntary. Separation from employment includes but is not limited to resignation, retirement, reduction in work force, failure to return from approved leave, discharge from employment, or disability.

Employees who decide to voluntarily terminate their employment with the city are requested to give proper notice to ensure that a necessary replacement can be recruited with minimal disruption to the workflow. Proper notice varies depending on the situation leading to separation. As an employee plans retirement or resignation, a thirty (30) calendar day notice at minimum is required. If an employee accepts a job transfer, a minimal fourteen (14) calendar day notice is required.

Upon any separation from employment, compensation and benefits which an employee has earned and accrued will be credited to the employee pursuant to current law. The last day worked will in most cases be considered the last day of employment. The city reserves the right to determine the last day of employment. Employees leaving city employment shall return all city property on or before their last day of work.

When possible, an exit interview may be conducted with the departing employee by the City Administrator, mayor or city council designated committee, regardless of the employee's length of service, position or status, or circumstances of the separation. When it is known that the employment separation will be occurring, a meeting should be conducted with the employee to determine the reason(s) for the separation from employment. The purpose of the interview shall be to generate productive and useful information.

## ADDENDUM 1

### GRIEVANCE PROCEDURE

Pursuant to Section 66.0509, Wis. Stat., the City of Durand has established this Grievance Procedure for an employee to utilize for matters concerning discipline, termination, or workplace safety covered by this Grievance Procedure. This Procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the City of Durand. 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 shall use the Grievance Procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues covered by this Grievance Procedure. The City of Durand expects an employee and management to exercise reasonable efforts to resolve any questions, problems or misunderstandings prior to utilizing the Grievance Procedure. An employee subject to a contractual grievance procedure shall follow the contractual grievance procedure to the extent those procedures cover the matters covered by the Grievance Procedure. An employee subject to statutory dispute resolution procedures shall be subject to those procedures to the extent those procedures cover the matters covered by the Grievance Procedure. This Grievance Procedure does not create a legally binding contract.

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

This grievance procedure applies to all City employees, except as noted below. It does **not** apply to:

- Elected officials.
- Individuals appointed to serve on City boards, commissions, or committees.
- Police Department employees who are covered by a collective bargaining agreement that contains its own grievance procedure.
- Police Department employees whose employment matters are governed by Wisconsin Statutes Chapter 164.

Employees excluded under the provisions above are subject to the grievance or disciplinary processes applicable to their position.

This grievance procedure applies only to issues concerning workplace safety, discipline and termination.

## Grievance Procedure

For purposes of this policy, the following definitions apply:

Definitions:

1. "Employee" includes all employees; full-time, ¾ time, part-time, temporary, seasonal and paid-on-call employees.
2. "Employee discipline" includes all levels of progressive discipline including employment action that results in the issuance of discipline to the employee, including a verbal or written warning, suspension - with or without pay, demotion, or termination but shall not include the following items:
  - Placing an employee on paid administrative leave pending an internal investigation.
  - Counseling, meetings or other pre-disciplinary action.
  - Actions taken to address work performance, including use of a performance improvement plan or job targets.
  - Demotion, transfer or change in job assignment; or
  - Other personnel actions taken by the employer that are not a form of progressive discipline.
3. "Employee termination" shall include action taken by the employer to terminate an individual's employment for misconduct or performance reasons, but shall not include the following personnel actions:
  - Voluntary quit.
  - Layoff or failure to be recalled from layoff at the expiration of the recall period or reduction in force.
  - Resignation or 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.
4. "Workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

### Timelines and Grievance Format:

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.

Step 1: Verbal Grievance and Dispute Resolution. Within five (5) working days of the termination, employee discipline or actual or reasonable knowledge of the workplace safety issue and prior to filing a written Grievance, the Grievant must discuss the dispute with the department head who made the decision. The department head and employee must informally attempt to resolve the dispute. The department head shall notify the mayor of this meeting and the results of the meeting.

Step 2: Written Grievance Submission. The employee must file a written Grievance within ten (10) calendar days of the termination, employee discipline or actual or reasonable knowledge of the workplace safety issue. The Grievance must be in writing and must be filed with the department head and with the City Administrator. The Grievance shall contain a clear and concise statement and must include all of the following information:

- The name and position of the employee filing it.
- A statement of the issue involved.
- A statement of the remedy sought by the employee.
- A detailed explanation of the facts supporting the grievance.
- The date(s) the event(s) giving rise to the grievance took place.
- 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.
- A Grievance alleging a workplace safety issue shall also identify the workplace rules allegedly violated, if applicable.

Step 3: Administrative Response. The City Administrator or the Mayor or their designee ("Administration") shall meet with the Grievant within fifteen (15) working days of receipt of the written Grievance to discuss voluntary resolution of the Grievance. If those discussions resolve the Grievance, the parties shall sign a written statement to that effect. If those discussions do not resolve the Grievance, then the Administration will provide a written response to the Grievant within five (5) working days of the meeting if possible; this time may be extended by the Administration if good faith efforts are being taken to gather additional information required to make a reasonable decision. The written response shall contain a statement of the date the meeting between the Administration and the Grievant occurred, the decision to sustain or deny the Grievance, and the deadline for the Grievant to appeal the Grievance to an Impartial Hearing Officer (IHO).

Step 4: Impartial Hearing. The decision of the Administration shall be final unless the Grievant files a written appeal requesting a hearing before an Impartial Hearing Officer (IHO). The written appeal shall be filed with the City Administrator within five (5) working days of the Administrative Response. The Impartial Hearing Officer (IHO) shall conduct an investigation and hearing according to the procedures below (see Hearing Procedure).

The Impartial Hearing Officer (IHO) shall file a written response within fourteen (14) calendar days of the close of the hearing; this time may be extended by the Impartial Hearing Officer if good faith efforts are being taken to gather additional information required to make a reasonable decision.

Step 5: Appeal for Review. The non-prevailing party may file a written request for review by the City Council within ten (10) calendar days of receipt of the Impartial Hearing Officer's written response.

## **Hearing Procedure**

Selection of Hearing Officer. Following receipt of the appeal requesting a hearing before an Impartial Hearing Officer (IHO), the Administration shall appoint an Impartial Hearing Officer (IHO) based on the nature of the matter in dispute. The Hearing Officer may require parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party and decide if a transcript is necessary. The Hearing Officer shall apply relaxed standards for the admission of evidence and may allow or request oral or written arguments and replies.

Pre-Hearing Conference and Timelines. The Administration, Grievant and Impartial Hearing Officer (IHO) shall conduct a pre-hearing conference and select a date for hearing not more than forty-five (45) calendar days from the date of the appeal. The Impartial Hearing Officer (IHO) shall assign dates for preliminary matters that may arise prior to the hearing.

Conciliation. Prior to the Hearing, the parties and Impartial Hearing Officer (IHO) may engage in conciliation meetings to resolve the dispute. In cases involving allegations of workplace safety, the conciliation meeting shall be mandatory and shall occur not more than ten (10) working days after assignment to the Impartial Hearing Officer. The Impartial Hearing Officer's (IHO) involvement in any conciliation process shall not disqualify the Impartial Hearing Officer (IHO) from hearing the merits of any Grievance unless all parties agree to replacing the Impartial Hearing Officer (IHO).

Representation. The Grievant shall have the right to representation during the Grievance Procedure at the Grievant's expense. The representative shall not be a material witness to the dispute.

Record of Proceedings. The Impartial Hearing Officer (IHO) shall conduct the proceedings and make a record of the proceedings. Following the issuance of the decision, the record shall be provided to the City Administrator for preservation.

Burdens. The Grievant shall bear the burden of production and burden of proof. The rules of evidence shall not be strictly followed, but no factual conclusions may be based solely on hearsay evidence. Not less than ten (10) days prior to the hearing, the Grievant and the Administration shall exchange lists of witnesses and documentary evidence that they intend to introduce at the proceedings. No additional witnesses or documentary evidence shall be permitted without the permission of all parties.

Written Response. After receiving the evidence and closing the hearing, the Impartial Hearing Officer (IHO) shall issue a written response. The written response shall be served on the Grievant in person or by certified mail, return receipt requested. The Impartial Hearing Officer (IHO) may request oral or written arguments and replies. The recommendation shall contain findings of fact, analysis and a recommendation. The Impartial Hearing Officer (IHO) must answer the following question:

- Based on the preponderance of the evidence presented, has the Grievant proven the decision of the Administration was arbitrary or capricious?

Powers of the Hearing Officer. The Impartial Hearing Officer (IHO) shall have the power to issue a response to the Grievance. The Impartial Hearing Officer (IHO) shall have no power to issue

any remedy, but the Impartial Hearing Officer (IHO) may recommend a remedy. Remedial authority shall be subject to the determination and approval of the City Council.

### **Appeal to the City Council**

Appeal for Review. The non-prevailing party may file a written request for review of the Hearing Officer's (IHO) decision within ten (10) calendar days of receipt of the Impartial Hearing Officer's (IHO) written response. For Library employees, the appeal shall be filed with the Library Board, except that if the Library Board is the immediate supervisor of the employee, said appeal shall be filed with the City Council. For all other employees, the appeal shall be filed with the City Council. The City Council 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 City Council's next regular meeting. The City Council will inform the employee of its findings and decision in writing within ten (10) working days of the meeting. The City Council shall decide the matter by majority vote and this decision shall be final and binding.

### **Importance of Timelines and Process**

Importance of Timelines and Process. A Grievance will be processed pursuant to the established timelines. A Grievant may advance a Grievance to the next step if a response is not provided within the designated timeframes. A Grievant may not file or advance a Grievance outside of the designated timeframes. The Administration may advance a Grievance to the next step at the written request of either the Grievant or the Administration. The timelines may be modified by mutual agreement of the Grievant and Administration. The failure of the Grievant to follow the timelines and other requirements in this policy shall result in the Impartial Hearing Officer (IHO) not having jurisdiction over this matter and shall terminate the Grievance Procedure for that Grievance. The Impartial Hearing Officer (IHO) shall have the authority to determine whether the Impartial Hearing Officer (IHO) has jurisdiction, which may be subject to review by the governmental body. An employee must process his/her grievance outside of normal work hours, unless the employee elects to use accrued paid time (PTO, comp time etc.) in order to be paid for time spent processing his/her grievance through the various steps of the grievance procedure.

## **ADDENDUM 2**

### **DRUG AND ALCOHOL TESTING POLICY**

In order to carry out the City of Durand's commitment to an alcohol and drug-free workplace, we reserve the right to require that employees submit to testing in accordance with our substance abuse policy and applicable law. This policy is intended to provide employees with appropriate notice regarding both your and our rights as they relate to drug testing.

### **DISCLOSURES**

Any employee with a commercial driver's license (CDL) who drives city-owned vehicles will be subject to random drug and alcohol testing through the Pepin County Consortium as required by Federal and state law. The city does not receive results of these tests; however, if a positive test is returned, the city will be notified and the disciplinary section of this addendum will apply.

Police Department employees shall refer to the Durand Police Department Policy/Procedure book for requirements on drug and alcohol testing.

### **WHO MAY BE SUBJECT TO TESTING**

#### **1. Pre-employment**

Testing shall be required of any applicant who has received a conditional offer of employment for a position within the City of Durand and who is required to hold a commercial driver's license or who will be driving any City owned vehicles in order to perform their job for the City of Durand. If the job offer is subsequently withdrawn, the City of Durand will notify the applicant of the reasons for its actions.

#### **2. Reasonable Suspicion**

The City of Durand may require an employee to be tested when it reasonably suspects that an employee is:

- a. under the influence of drugs or alcohol.
- b. has violated the City of Durand's written work rules prohibiting drug and alcohol use.
- c. has sustained or caused another employee to sustain personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.
- e. determination of reasonable suspicion will be in the sole discretion of management.

### 3. Treatment Program/Evaluation

Employees who have been referred to chemical dependency treatment or evaluation or are participating in a treatment program may be required to submit to testing during the evaluation or treatment period and for a period of up to two years following completion of any prescribed treatment program.

The City of Durand shall randomly select employees who are required to hold a commercial driver's license or who are driving city owned vehicles in order to perform their job for unannounced drug and alcohol testing using a random number table or a computer-based, random number generator that is matched with an employee's identifying number. Testing dates will be reasonably spread throughout the year. All covered employees shall have an equal chance of selection, regardless of the number of previous selections.

Once the random selection has been made, the City of Durand will not waive the selection of any employees identified through the random process. Selected employees are expected to proceed to the test site immediately.

## CONDUCTING THE TESTING

- a. Consent. All persons to be tested will be required to complete and sign an employee consent form witnessed by the City Administrator or other member of management.
- b. Refusal to Participate. An applicant or employee has the right to refuse testing. However, a refusal of testing will be treated as a failure to comply with the City of Durand's policy and will generally result in termination of employment or withdrawal of offer of employment.
- c. The Laboratory. The laboratory selected to perform testing will be certified by the Drug and Alcohol Testing Industry Association (DATIA), the National Institute on Drug Abuse (NIDA), or other appropriate certifying agency in good standing.
- d. Test Results.
  - i. Negative Test Results [passed tests]. Individuals who test negative on an initial drug or alcohol test will be given written notice of the test result within three days after the City of Durand is notified of the result. Likewise, individuals who test negative on a confirmatory test taken after a positive initial test will be given written notice of the test result within three days after the City of Durand is notified of the result.
  - ii. Positive Test Results [failed test]. A confirmatory test will automatically be performed on all samples that result in a positive test result on an initial test. Individuals who test positive on the confirmatory test will be notified in writing of the test result and of the right to explain the result, including any

over the counter or prescription medications they have taken, within three days after the City of Durand has been notified of the result. Individuals who wish to provide explanatory information regarding their positive confirmatory test result may do so using the “Notification of Test Result and Request for Retest” form within three working days after receiving notice of the positive test result. Such forms may be obtained from the City Administrator.

Individuals who wish to have a retest of their confirmatory test must notify the City Administrator in writing of their intention to have the retest within five (5) working days after being notified of the confirmatory test result. Persons requesting a confirmatory retest are required to complete and sign the appropriate form and are responsible for the cost of the retest, which must be paid in advance of the test. This form may be obtained from the City Administrator.

- iii. **Right to Test Result.** An employee has the right to request and receive from the City of Durand a copy of the test result report on any drug or alcohol test.

## **COSTS**

All costs related to alcohol and drug testing will be paid by the City of Durand, with the exception of confirmatory retests that must be paid for in advance by the employee requesting the retest.

## **DISCIPLINARY ACTION IN RESPONSE TO A POSITIVE RESULT.**

- a. **Interim Disciplinary Action:** The City of Durand reserves the right to transfer an employee with a positive test to another position at the same rate of pay or to temporarily suspend the employee pending the outcome of the confirmatory test (and, if requested, the confirmatory re-test) if the City of Durand believes that it is reasonably necessary to do so to protect the health or safety of the employee, co-employees or the public. An employee who is suspended without pay will be reinstated with back pay if the confirmatory test or re-test is negative.
- b. **Discharge:** The City of Durand will discharge an employee if the employee tests positive on a confirmatory test, subject to any limitations on discharge under State or Federal Law.

## **PRIVACY OF TEST RESULTS.**

- a. Test results and other information acquired as a result of the testing program are private and confidential information and will not be disclosed by the City of Durand or the testing laboratory to another employee or to third party individuals, government agencies, or private organizations without written consent of the employee being tested.

- b. Evidence of a positive test result on a confirmatory test, however, may be used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing, or a judicial proceeding, provided the information is relevant to the hearing or proceeding. Such evidence may also be disclosed to any Federal agency or other unit of the United States government as required under Federal law, regulation, or order. Evidence of a positive test result on a confirmatory test may also be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment.
  
- c. The City of Durand will provide an employee with access to information in the employee's file relating to positive test result reports and other information acquired in the testing process as well as conclusions drawn from or actions taken based upon such information.

**DRUG AND ALCOHOL TESTING CONSENT FORM**

1. I have been allowed to read and inspect a written copy of the City of Durand’s policies on substance abuse and drug/alcohol testing.
2. I have read the entire contents of this policy and I am aware and fully understand: (a) the policy and its contents; (b) what conduct the policy prohibits and the consequences of such conduct (c) my rights under the policy and the consequences of such conduct; (d) my rights under the policy and the consequences if I exercise certain rights; and (e) that certain events as described in the policy may result in adverse personnel action, including my termination from employment.
3. I understand that this policy in any form, and any employee handbook including this policy, are not a unilateral employment contract or offer thereof.
4. I hereby voluntarily consent to allow the City of Durand, or its health service providers, or other persons or entities acting for or with them to collect a body component (blood, urine, breath, or any combination thereof) from me for testing for alcohol and/or drugs. I understand that the laboratory selected by my employer may conduct testing and other analysis on the sample provided by me. I further voluntarily consent to the laboratory’s disclosure to my employer of the results of my drug and/or alcohol test and other information related to the test.

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Employee’s Printed Name

\_\_\_\_\_  
Date

*Office use only*

*Received by:* \_\_\_\_\_ *Date:* \_\_\_\_\_

## ACKNOWLEDGMENT FORM

I acknowledge that I have **received** a copy of the handbook entitled "The City of Durand Employee Handbook" ("Handbook"). I have read and understand its contents. ***I understand that my employment is "at will," and that the City or I may terminate my employment at any time.*** I also understand that nothing contained in the handbook may be construed to imply a contract or a guarantee of continuing employment with the city. I understand that the city reserves the right to eliminate, modify and improve any and all of the policies and rules at any time with or without notice. However, I understand that, for any such change to be effective, it must be approved by the City Council.

I understand that all representations or oral statements by any department head or other employee of the city cannot convey or supersede the written terms of this handbook or alter my at-will employment.

I further understand and acknowledge that this handbook and its terms supersede and nullify all previous personnel policies, manuals, handbooks or practices, whether written or not, of the city.

Name (Please print) \_\_\_\_\_

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

*Please return this statement within three days of receipt to your department head.*

Sec. 103-107. - Unoccupied or inoperative structures and unoccupied lots.

All vacant buildings shall be kept in accordance with the provisions of this article and shall be registered as set forth in the Durand Municipal Code.

Sec. 103-108. - Penalty.

- (a) Whenever the person responsible under this chapter with the maintenance of a structure or premises fails to comply with any final order as provided in this article, the city may file an action seeking injunctive relief or other remedies.
- (b) Whoever violates any provision of this article, or fails to comply with any final order, upon subject to the enforcement provisions provided for in the Durand Municipal Code. A separate offense shall be deemed committed each day on which a violation occurs or continues.
- (c) Whoever violates any provision of this article, or fails to comply with any final order, on more than one subject matter in any two year period separate and distinct from a conviction upon a prior subject matter, shall be subject to escalating fines and forfeitures as provided for in the Durand Municipal Code.

(Ord. No. 521, § XIII, 9-23-2015)

#### ARTICLE V. - VACANT BUILDING REGISTRATION REQUIREMENTS

Sec. 103-125. - Purpose.

Registering of vacant residential buildings or any other vacant building, including, but not limited to, buildings designed for manufacturing, industrial, storage or commercial uses is essential for the proper enforcement of the city's building, fire, and zoning code and to safeguard persons, property, and the general welfare.

(Ord. No. 522, § I, 9-23-2015)

Sec. 103-126. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Owner* means the person in whom is vested all or part of the legal title to the property or all or part of the beneficial ownership and right to present use and enjoyment of the premises.

*Secured* means a building that has a permanent door or window in each appropriate building opening that is secured to prevent unauthorized entry and has all its door and window components intact and unbroken.

*Unsecured* means any building that does not meet the definition of secured.

*Vacant* means a building which lacks a habitual presence of human beings who have a legal right to be on the premises, or at which substantially all lawful business, or construction operation or residential occupancy is at a level of at least 60 percent occupied. An owner occupied single family home or owner occupied two family dwelling residential

property shall not be deemed vacant if it has been used as a residence by the owner for a period of at least six within the previous 12 months and the owner intends to resume residing at the property. A commercial property may further be defined as vacant if it is not being used for commercial purposes, having regular business hours, and operating under a state business license.

*Violation* means that an order has been issued by the city and the conditions forming the basis for the order have not been fully abated

(Ord. No. 522, § II, 9-23-2015)

#### Sec. 103-127. - Registration required.

- (a) The owner of any building that has become vacant shall within 60 days after the building becomes vacant or within 60 days after assuming ownership, whichever is later, file a registration statement for each such building on forms provided by the city. Such registration shall be valid for a period of 12 months and shall be renewed upon expiration.
- (b) Upon filing of the vacant property registration application such owner or agent shall pay a fee to the city administrator-clerk-treasurer. Failure to pay said fee and failure to submit payment within 30 days of the renewal date shall have a 25 percent penalty assessed. Any delinquent registration fees owed as of October 15th shall be further assessed a ten percent penalty and filed with the Pepin County Treasurer for assessment on the annual property tax bill. The city may, in addition to other remedies, pursue foreclosure on any properties not in compliance with this article.

(Ord. No. 522, § III, 9-23-2015)

#### Sec. 103-128. - Exemptions.

The following are exempt from the provisions of this article.

- (1) Property owned by governmental bodies and the Pepin County Housing Authority.
- (2) Property that is undergoing an active renovation or rehabilitation and all required permits have been obtained. Registration shall be required immediately upon expiry of building permit deadline.
- (3) Commercial properties that are being utilized as a supporting property for another commercial building.
- (4) Residential condominium and rental units in buildings whose vacancy rate exceeds 40 percent.
- (5) Properties that are part of an estate that is in probate and are not subject to bankruptcy.

(Ord. No. 522, § V, 9-23-2015)

#### Sec. 103-129. - Owner responsibilities.

The owner of any building that has become vacant shall:

- (1) Enclose and secure the building as defined in section 103-126.
- (2)

Acquire and maintain liability insurance in an amount not less than \$500,000.00 for buildings designed primarily for residential use and not less than \$1,000,000.00 for any other building. Evidence of this insurance shall be submitted with the completed registration forms to register the property.

(3) Minimum requirements.

- a. Lot maintenance. Lot maintenance standards include the lot the building stands on and the surrounding right-of-way and shall meet the following:
  - (i) All grass and weeds on the premises including abutting sidewalks, gutters and alleys shall be kept below 12 inches in height and all dead or broken trees, tree limbs or shrubbery shall be cut and removed from the premises.
  - (ii) Any public sidewalk shall be shoveled and clear of snow as required by the Durand Municipal Code.
  - (iii) Junk, rubbish, and waste, including but not limited to any mail or flyers that have been delivered to the building, shall not be permitted to accumulate on any portion of the exterior lot of the building.
  - (iv) The lot shall be maintained so that water does not accumulate or pool on impervious surfaces.
  - (v) All fences and gates shall be maintained in sound condition and in good repair.
- b. Exterior maintenance. The exterior property shall comply with all exterior property maintenance requirements as set forth by the Durand Municipal Code.
- c. Interior maintenance.
  - (i) It is prohibited to accumulate or permit the accumulation of junk, trash, debris, boxes, lumber, scrap metal, or any other materials that may produce any health, fire, safety hazard, or provide harborage for insects, rodents, or other vermin.
  - (ii) Every foundation, roof, floor, wall, stair, ceiling, or other structural support shall be safe and capable of supporting the loads associated with the normal usage and shall be kept in sound condition and repair.
  - (iii) Any plumbing fixtures shall be maintained with no leaking pipes, and all pipes for water shall be either completely drained or heated to resist being frozen.
  - (iv) Every owner shall be responsible for the extermination of insects, rodents and other vermin on the premises.

(Ord. No. 522, § VI, 9-23-2015)

Sec. 103-130. - Penalties.

- (a) Any owner failing to comply with the provisions of this article shall be subject to the penalties of a Class B offense as defined by the Durand Municipal Code.
- (b) Subsequent violations shall constitute a separate offense and may entail a higher class offense as defined by the Durand Municipal Code.

(Ord. No. 522, § VII, 9-23-2015)

Sec. 103-131. - Appeals.

- (a) Any owner who feels that they should be entitled to an exemption from this article must file an appeal with the city administrator-clerk-treasurer no later than 15 business days past the deadline to submit vacant building registration forms.
- (b) Upon receipt of the appeal, the city administrator-clerk-treasurer shall forward the appeal request to the community development committee whereby a hearing will be scheduled. The committee shall hear the case and recommend to city council to accept, deny, accept with conditions, or deny with conditions the applicants request for exemption from the provisions of this article.

(Ord. No. 522, § VIII, 9-23-2015)



104 E Main St  
PO Box 202  
Durand, WI 54736

## POLICE DEPARTMENT

(715) 672-5948  
www.durandwipolice.com

### March Report

#### NUMBER OF DISPATCHED EVENTS, FEBRUARY 2026- 124

- 42- Traffic Stops
- 16- Welfare Checks
- 15- Public Relations
- 10- Other
- 9- Assist Other Agencies
- 8- Disorderly Conduct
- 7- 911 Hang-up
- 6- Assist Fire/ EMS
- 4- Animal Complaints
- 4- Fraud/Theft
- 3- Alarms

In February, I attended the Wisconsin Chiefs of Police Association Winter Conference. The presentations I attended included Use of Force in America: Lessons Learned from Minnesota, Legal Update, Prevention and Response to Sextortion: Jordan DeMay Case Study, Purpose and Compassion at Work, Labor and Employment Law Legal Updates, Media Relations, and an update from Attorney General Kaul. It was a highly beneficial conference with excellent presenters.

Additionally, our monthly training focused on the use of Axon cameras, Axon software, and the Taser 10. I am also pleased to report that our new evidence room is complete, and we will be moving into the space shortly.

Finally, I will be on vacation out of state from March 13–22. During my absence, Sgt. Schellhorn will be in charge. I will remain available by phone if needed.

Sincerely Submitted,

Chief Stan Ridgeway

# **Durand Municipal Ambulance Service**

City Council Meeting

March 11, 2026 6pm

## **December Report**

Total calls: 30

Transfers: 1

## **February Training:**

- Workhorse payroll with Angie Morgan
- February Training starts our new Regions Training

## **Upcoming training:**

- Traumatic Brain Injury
  - Triage
- Crew Resource Management

## **Upcoming Events:**

None

## **Updates:**

None

Sincerely,  
Angie Bignell-EMS Director

3/11/2026 9:07 AM

Check Register - Full Report - ALL

Page: 1

ALL Checks

ACCT

GENERAL FUND CHECKING ACCOUNT

Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
31387	3/11/2026	ALCIVIA	Ⓞ
		Water supplies	
620-00-57540-000-640		WATER TRANS. & DISTR. SUPPLIES	20.97
		Water supplies 1147001	
100-00-55210-350-000		PARKS & RECREATION REP & MAINT	45.98
		Parks repair/maint 1146655	
100-00-53230-350-000		GARAGE REP & MAINTENANCE	4.59
		Shop repair/maint 1146539	
100-00-55210-350-000		PARKS & RECREATION REP & MAINT	22.50
		1146506	
100-00-53230-350-000		GARAGE REP & MAINTENANCE	11.58
		1145501	
660-00-57320-000-833		SEWER MAINTENANCE TO PLANT	15.99
		1145315	
100-00-55210-350-000		PARKS & RECREATION REP & MAINT	3.25
		1083414	
100-00-53230-350-000		GARAGE REP & MAINTENANCE	23.96
		1083402	
Total			148.82
31388	3/11/2026	AMERICAN HERITAGE LIFE INSURANCE COMPANY	Ⓞ
100-00-21590-000-000		CANCER INS. DEDUCTION PAYABLE	15.73
		96883	
100-00-21586-000-000		DISABILITY INS DEDUCT PAYABLE	72.36
		96883	
Total			88.09
31389	3/11/2026	AT & T MOBILITY	Ⓞ
		PD TELEPHONE	
100-00-52100-320-000		POLICE TELEPHONE/UTILITIES	196.89
		PD TELEPHONE 287301856736X03012026	
Total			196.89
31390	3/11/2026	AUTO PARTS OF DURAND LLC	
		POLICE DEP 2021 RAM	
100-00-52100-240-000		POLICE VEHICLE MAINT.	83.02
		POLICE DEP 2021 RAM 1274	
Total			83.02

3/11/2026 9:07 AM

Check Register - Full Report - ALL

Page: 2

ALL Checks

ACCT

GENERAL FUND CHECKING ACCOUNT

Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
31391	3/11/2026	BADGER METER, INC.	Ⓞ
620-00-57580-000-682		WATER ADMIN. & GEN-OUTSIDE SER 80229418	128.80
		<b>Total</b>	<b>128.80</b>
31392	3/11/2026	BARCO PRODUCTS COMPANY	
100-00-55420-390-000		SWIMMING POOL GEN OPERATIONS INVRCO37328	8,349.10
		<b>Total</b>	<b>8,349.10</b>
31393	3/11/2026	BAUER BUILT, INC.	Ⓞ
100-00-53411-340-000		SNOW REMOVAL OPER SUPL 600204628	36.05
		<b>Total</b>	<b>36.05</b>
31394	3/11/2026	BCE - BUREAU OF CORRECTIONAL ENTERPRISES CUSTOM SIGN	
100-00-53470-340-000		STREET SIGNS & MARKINGS OP SUP CUSTOM SIGN 924-004720	47.97
		<b>Total</b>	<b>47.97</b>
31395	3/11/2026	BOUND TREE MEDICAL, LLC.	Ⓞ
670-00-57100-340-000		OPERATING SUPPLIES 86110624	187.14
670-00-57100-340-000		OPERATING SUPPLIES 86115568	290.28
		<b>Total</b>	<b>477.42</b>
31396	3/11/2026	CATALIS LLC TAX SYSTEM	Ⓞ
100-00-51610-390-000		CITY HALL-GEN OPERATIONS TAX SYSTEM INV308370989	1,080.00
		<b>Total</b>	<b>1,080.00</b>
31397	3/11/2026	CEDAR CORPORATION MADISON STREET	Ⓞ

Dated From: From Account:  
 Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-59990-023-000		CAPITAL OUTLAY-ROADWAYS	2,500.00
		MADISON STREET 127704	
100-00-59990-023-000		CAPITAL OUTLAY-ROADWAYS	6,900.00
		6TH AVE E 127705	
<b>Total</b>			<b>9,400.00</b>

31398 3/11/2026 CINTAS CORPORATION  
 PARK

100-00-55210-390-000		PARKS & RECREATION GEN OPER	18.46
		PARK 4260423603	
100-00-51610-390-000		CITY HALL-GEN OPERATIONS	18.46
		4260423603	
620-00-57540-000-640		WATER TRANS. & DISTR. SUPPLIES	18.46
		4260423603	
660-00-57310-000-827		SEWER OPER. EXP.-SUPP & EXP	18.46
		4261058365	
100-00-53230-370-000		GARAGE UNIFORMS	18.46
		4261058365	
640-00-57340-000-851		OFFICE SUPP. & EXP.	18.46
		4261058365	
<b>Total</b>			<b>110.76</b>

31399 3/11/2026 CITY OF DURAND  
 HYDRANT

620-00-57540-000-640		WATER TRANS. & DISTR. SUPPLIES	0.00
		HYDRANT	
670-00-57400-397-000		AMBULANCE UTILITIES	100.37
		BADGER	
100-00-52100-390-000		POLICE GENERAL OPERATIONS	100.37
		BADGER	
100-00-55210-220-000		PARKS & RECREATION UTILITIES	131.92
		MEMORIAL PARK	
660-00-57310-000-827		SEWER OPER. EXP.-SUPP & EXP	199.32
		WWTP	
100-00-55210-220-000		PARKS & RECREATION UTILITIES	132.70
		OLD FIRE HALL	
100-00-51610-220-000		CITY HALL-UTILITIES EXP	135.42
		CITY HALL/GARAGE	

3/11/2026 9:07 AM

Check Register - Full Report - ALL  
ALL Checks  
GENERAL FUND CHECKING ACCOUNT

Page: 4  
ACCT

Dated From:  
Thru:

From Account:  
Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-55210-220-000		PARKS & RECREATION UTILITIES TARRANT PARK	175.35
100-00-55420-220-000		SWIMMING POOL UTILITIES POOL	585.67
100-00-55420-220-000		SWIMMING POOL UTILITIES #3	232.52
660-00-57310-000-827		SEWER OPER. EXP.-SUPP & EXP LIFT STATION	41.30
100-00-55210-220-000		PARKS & RECREATION UTILITIES CHIPPEWA VIEW PARK	31.40
660-00-57310-000-827		SEWER OPER. EXP.-SUPP & EXP WWTP GARAGE	375.63
620-00-57540-000-640		WATER TRANS. & DISTR. SUPPLIES CEMETERY	16.10
620-00-57540-000-640		WATER TRANS. & DISTR. SUPPLIES CITY LOT	16.10
Total			2,274.17
31400	3/11/2026	COMPUTER INTEGRATION TECHNOLOGIES, INC.	Ⓞ
100-00-51610-390-000		CITY HALL-GEN OPERATIONS 511262	35.72
100-00-52100-390-000		POLICE GENERAL OPERATIONS 511262	35.72
100-00-53410-390-000		ROADWAYS & STREETS GEN OPERAT 511262	35.72
620-00-57580-000-681		WATER ADMIN AND GENERAL-UTILIT 511262	35.71
640-00-57340-000-851		OFFICE SUPP. & EXP. 511262	35.71
660-00-57340-000-851		SEWER ADMIN & GEN-OFFICE SUPP 511262	35.71
670-00-57400-390-000		GENERAL OPERATIONS 511262	35.71
Total			250.00
31401	3/11/2026	DAIRY STATE BANK TIF	Ⓞ
430-00-58100-000-000		PRINCIPAL PAYMENTS	66,952.50

3/11/2026 9:07 AM

Check Register - Full Report - ALL  
ALL Checks  
GENERAL FUND CHECKING ACCOUNT

Page: 5  
ACCT

Dated From:  
Thru:

From Account:  
Thru Account:

Check Nbr	Check Date	Payee	Amount
430-00-58200-000-000		INTEREST PAYMENTS TIF	4,455.90
<b>Total</b>			<b>71,408.40</b>
31402	3/11/2026	DARRELL HINRICHS PD CLEANING	Ⓢ
100-00-52100-310-000		POLICE OFFICE SUPPLIES PD CLEANING	30.00
670-00-57400-310-000		OFFICE SUPPLIES EMS CLEANING	30.00
100-00-51610-350-000		CITY HALL-REP & MAINT CLEANING 2/21 AND 3/7	90.00
<b>Total</b>			<b>150.00</b>
31403	3/11/2026	DELTA DENTAL OF WISCONSIN DENTAL INS	Ⓢ
100-00-21580-000-000		HEALTH INSURANCE PAYABLE DENTAL INS 2497945	1,461.56
<b>Total</b>			<b>1,461.56</b>
31404	3/11/2026	DOAR, DRILL, & SKOW S.C. ATTN FEE	Ⓢ
100-00-51310-390-000		CITY ATTORNEY ATTN FEE 207961	176.00
<b>Total</b>			<b>176.00</b>
31405	3/11/2026	DUNN COUNTY FIRE CHIEFS ASSOCIATION 2026 DUES	Ⓢ
670-00-57100-340-000		OPERATING SUPPLIES 2026 DUES 359	100.00
<b>Total</b>			<b>100.00</b>
31406	3/11/2026	DURAND FIRE DISTRICT Ladder Truck Payment	Ⓢ
100-00-59990-011-000		CAPITAL OUTLAY-FIRE DEPT Ladder Truck Payment 1259	53,355.71
<b>Total</b>			<b>53,355.71</b>
31407	3/11/2026	DURAND FRESH MARKET	Ⓢ

3/11/2026 9:07 AM

Check Register - Full Report - ALL  
ALL Checks  
GENERAL FUND CHECKING ACCOUNT

Page: 6  
ACCT

Dated From:  
Thru:

From Account:  
Thru Account:

Check Nbr	Check Date	Payee	Amount
660-00-57320-000-833		SEWER MAINTENANCE TO PLANT	77.77
670-00-57400-210-000		TRAINING EXPENSE	26.98
<b>Total</b>			<b>104.75</b>

31408 3/11/2026 DURAND PUBLISHING CO. Ⓞ

100-00-55210-390-000		PARKS & RECREATION GEN OPER POOL DIRECTOR AD	234.00
100-00-51110-390-000		CITY COUNCIL-GEN OPERATIONS MINUTES	437.40
100-00-51110-390-000		CITY COUNCIL-GEN OPERATIONS LIQ LICENSE	52.00
100-00-51110-390-000		CITY COUNCIL-GEN OPERATIONS LIQ KINGFISHER	52.00
100-00-53410-390-000		ROADWAYS & STREETS GEN OPERAT 6TH AVE E	741.00
<b>Total</b>			<b>1,516.40</b>

31409 3/11/2026 FLEET FEET - MENOMONIE UNIFORMS Ⓞ  
Previous Year Expense

670-00-57100-390-000		GENERAL OPERATIONS UNIFORMS 1346	1,236.16
<b>Total</b>			<b>1,236.16</b>

31410 3/11/2026 GALL'S, LLC Ⓞ

100-00-52100-370-000		POLICE UNIFORMS 033964082	147.99
<b>Total</b>			<b>147.99</b>

31411 3/11/2026 GFL ENVIRONMENTAL Ⓞ

660-00-57310-000-827		SEWER OPER. EXP.-SUPP & EXP GFL UV0000490902	124.10
100-00-51610-390-000		CITY HALL-GEN OPERATIONS GFL	56.37
100-00-53230-390-000		GARAGE GEN OPERATIONS GFL	56.36

3/11/2026 9:07 AM

Check Register - Full Report - ALL  
ALL Checks  
GENERAL FUND CHECKING ACCOUNT

Page: 7  
ACCT

Dated From:  
Thru:

From Account:  
Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-53410-390-000		ROADWAYS & STREETS GEN OPERAT GFL	56.36
100-00-53410-390-000		ROADWAYS & STREETS GEN OPERAT GFL	56.36
660-00-57310-000-827		SEWER OPER. EXP.-SUPP & EXP GFL	56.36
640-00-57340-000-851		OFFICE SUPP. & EXP. GFL	56.36
670-00-57400-397-000		AMBULANCE UTILITIES GFL	114.75
100-00-52100-340-000		POLICE OPERATING SUPPLIES GFL	114.74
<b>Total</b>			<b>691.76</b>

31412 3/11/2026 KWIK TRIP, INC. Ⓞ

100-00-52100-330-000		POLICE GASOLINE EXPENSE DPD	682.12
100-00-53240-330-000		ST MACHINERY GASOLINE DPW	79.64
640-00-57310-000-827		SUPPLIES & EXPENSE DPW	79.64
620-00-57520-000-660		WATER PUMPING EXP - TRANSP DPW	79.64
660-00-57310-000-828		SEWER OPER. EXP.-TRANSP. DPW	79.64
100-00-55210-390-000		PARKS & RECREATION GEN OPER DPD	79.62
670-00-57100-330-000		GASOLINE EXPENSE EMS	351.54
<b>Total</b>			<b>1,431.84</b>

31413 3/11/2026 M-TECH SOLUTIONS LLC Ⓞ

100-00-52100-350-000		POLICE REPAIRS & MAINT. 6328	259.00
<b>Total</b>			<b>259.00</b>

31414 3/11/2026 NTEC Ⓞ  
ACCT #2959

Dated From: From Account:  
 Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-55420-320-000 ACCT #2959		SWIMMING POOL TELEPHONE POOL	18.72
100-00-53411-390-000 ACCT #2959		SNOW REMOVAL GEN OPERATIONS POOL	18.71
100-00-52100-320-000 ACCT #3238		POLICE TELEPHONE/UTILITIES PD	111.29
670-00-57100-320-000 ACCT #3210		TELEPHONE EMS	99.56
100-00-51610-320-000 ACCT #4038		CITY HALL-TELEPHONE CITY HALL	233.57
660-00-57310-000-827 ACCT #3354		SEWER OPER. EXP.-SUPP & EXP SEWER PLANT	187.23
110-00-55110-320-000 ACCT#4002		TELEPHONE LIBRARY	43.64
100-00-52100-290-000		POLICE DEPARTMENT RENT RENT BADGER BUILDING	750.00
670-00-57100-225-000		RENT EMS RENT	750.00
<b>Total</b>			<b>2,212.72</b>
<hr/>			
31415	3/11/2026	PEPIN COUNTY HIGHWAY DEPT PROJECT 330-11-00	Ⓢ
100-00-53410-350-000 PROJECT 330-11-00		ROADWAYS & STREETS REP & MAINT	8,952.22
<b>Total</b>			<b>8,952.22</b>
<hr/>			
31416	3/11/2026	QUADIENT FINANCE USA, INC POSTAGE	Ⓢ
100-00-51610-310-000 POSTAGE		CITY HALL-OFFICE SUPPLIES 7900 0440 8144 2067	280.00
620-00-57550-000-681		WATER CUST. ACCTS. OFFICE SUPP POSTAGE	220.00
640-00-57340-000-851		OFFICE SUPP. & EXP. POSTAGE	220.00
660-00-57340-000-851		SEWER ADMIN & GEN-OFFICE SUPP POSTAGE	220.00
670-00-57400-310-000		OFFICE SUPPLIES POSTAGE	60.00
<b>Total</b>			<b>1,000.00</b>

Dated From: From Account:  
 Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
31417	3/11/2026	QUADIENT LEASING USA, INC POSTAGE MACHINE	Ⓢ
100-00-51610-310-000		CITY HALL-OFFICE SUPPLIES POSTAGE MACHINE Q2235542	156.40
<b>Total</b>			<b>156.40</b>
31418	3/11/2026	QUILL CORPORATION CLERK OFFICE SUPPLIES	Ⓢ
100-00-51610-310-000		CITY HALL-OFFICE SUPPLIES CLERK OFFICE SUPPLIES 47793304	31.24
100-00-53410-390-000		ROADWAYS & STREETS GEN OPERAT STREETS 47793304	24.99
620-00-57550-000-681		WATER CUST. ACCTS. OFFICE SUPP WATER OFFICE SUPPLIES 47793304	25.00
660-00-57340-000-851		SEWER ADMIN & GEN-OFFICE SUPP SEWER OFFICE SUPPLIES 47793304	24.99
640-00-57310-000-827		SUPPLIES & EXPENSE STORMSEWER 47793304	6.25
100-00-52100-310-000		POLICE OFFICE SUPPLIES AMB OFFICE SUP 47793304	12.50
100-00-51610-310-000		CITY HALL-OFFICE SUPPLIES 47808878	12.90
100-00-53410-390-000		ROADWAYS & STREETS GEN OPERAT 47808878	55.91
620-00-57550-000-681		WATER CUST. ACCTS. OFFICE SUPP 47808878	10.30
660-00-57340-000-851		SEWER ADMIN & GEN-OFFICE SUPP 47808878	10.32
640-00-57310-000-827		SUPPLIES & EXPENSE 47808878	2.58
100-00-52100-310-000		POLICE OFFICE SUPPLIES 47808878	5.16
<b>Total</b>			<b>222.14</b>
31419	3/11/2026	RICHARDSON ELECTRIC INC	Ⓢ
660-00-57320-000-833		SEWER MAINTENANCE TO PLANT 29225	624.25
<b>Total</b>			<b>624.25</b>

3/11/2026 9:07 AM

Check Register - Full Report - ALL

Page: 10

ALL Checks

ACCT

GENERAL FUND CHECKING ACCOUNT

Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
31420	3/11/2026	SECURIAN FINANCIAL GROUP, INC. POLICY NUMBER 002832L	Ⓞ
100-00-21585-000-000		LIFE INSURANCE PAYABLE POLICY NUMBER 002832L	497.92
		APRIL 2026	
		<b>Total</b>	<b>497.92</b>
31421	3/11/2026	SPC DISTRIBUTORS LLC DBA RECSUPPLY	
100-00-55420-390-000		SWIMMING POOL GEN OPERATIONS 540378	1,362.00
100-00-55420-390-000		SWIMMING POOL GEN OPERATIONS 540326	1,720.33
		<b>Total</b>	<b>3,082.33</b>
31422	3/11/2026	STREICHER'S	Ⓞ
100-00-52100-370-000		POLICE UNIFORMS I1811517	14.97
		<b>Total</b>	<b>14.97</b>
31423	3/11/2026	TACTICAL SOLUTIONS PD VESTS	Ⓞ
100-00-59990-016-000		CAPITAL OUTLAY-POLICE DEPT PD VESTS	1,872.91
		11213	
		<b>Total</b>	<b>1,872.91</b>
31424	3/11/2026	WE ENERGIES WELL PUMP 3	Ⓞ
620-00-57540-000-640		WATER TRANS. & DISTR. SUPPLIES WELL PUMP 3	446.41
		5830681946	
100-00-55420-220-000		SWIMMING POOL UTILITIES 1420 E PROSPECT ST	25.50
		5830915674	
660-00-57310-000-827		SEWER OPER. EXP.-SUPP & EXP 1500 W WELLS BLDG 2	2,172.43
		5836282798	
620-00-57540-000-640		WATER TRANS. & DISTR. SUPPLIES 1400 W WELLS ST	397.17
		5836282798	
100-00-53230-220-000		GARAGE UTILITES 116 E MAIN	347.66
		5832185590	
100-00-53230-220-000		GARAGE UTILITES 104 E MAIN ST	360.68
		5832282840	

3/11/2026 9:07 AM

Check Register - Full Report - ALL

Page: 11

ALL Checks

ACCT

GENERAL FUND CHECKING ACCOUNT

Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-51610-220-000		CITY HALL-UTILITIES EXP	360.68
		104 E MAIN ST	
		5832282840	
660-00-57310-000-827		SEWER OPER. EXP.-SUPP & EXP	360.67
		PO BOX 202	
		5832282840	
620-00-57540-000-640		WATER TRANS. & DISTR. SUPPLIES	450.84
		5832282840	
640-00-57340-000-851		OFFICE SUPP. & EXP.	270.50
		5832282840	
660-00-57310-000-827		SEWER OPER. EXP.-SUPP & EXP	561.48
		1500 WELLS ST	
		5831849497	
620-00-57540-000-640		WATER TRANS. & DISTR. SUPPLIES	9.24
		5830934989	
620-00-57540-000-640		WATER TRANS. & DISTR. SUPPLIES	9.24
		5838193379	
		Total	5,772.50
31425	3/11/2026	XCEL ENERGY	Ⓞ
		STREET LIGHT	
100-00-53420-220-000		STREET LIGHTING UTILITES	215.80
		ACCOUNT 52-6740844-4	
100-00-53420-220-000		STREET LIGHTING UTILITES	7.19
		STREET LIGHT	
		ACCOUNT 52-6740844-4	
		Total	222.99
		Grand Total	179,342.01

Dated From:  
Thru:

From Account:  
Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	96,748.35
Total Expenditure from Fund # 110 - DURAND FREE LIBRARY	43.64
Total Expenditure from Fund # 430 - TAX INCREMENT DISTRICT #3	71,408.40
Total Expenditure from Fund # 620 - WATER UTILITY	1,883.98
Total Expenditure from Fund # 640 - STORM WATER UTILITY	689.50
Total Expenditure from Fund # 660 - SEWER UTILITY	5,185.65
Total Expenditure from Fund # 670 - AMBULANCE SERVICE	3,382.49
Total Expenditure from all Funds	179,342.01