



Village Board Meeting  
Monday, February 18, 2019  
6:30 p.m.

## Minutes

**1. Call to Order, Roll Call** by President Matthew Brockmeier at 6:30pm.

**Members Present:** Mike SanFelippo, Miriam Leavitt, Barbara Ruege, Elizabeth Manian, Eric Stowell, Matthew Brockmeier

**Others Present:** Joe Huiras, Sarah Decker, Vince Decker, Bill Goehring, Staci Schluechtermann, Kari Holl, Jackie Rammer, Julie Neitzke, Tom Donne, Vicki Zimmermann, Pat Depies, Jim Graven, Kathryn Sepstead, Blaine Werner, Kerry Lynch, Terry Flynn

Randy Soerens submitted his resignation from the Village Board, effective immediately.

**2. Action on minutes from the February 4, 2019 Board meeting**

Motion made by Mike SanFelippo, second by Miriam Leavitt to approve the board minutes. All in favor. Motion carried.

**3. Public comments (comments limited to 3 minutes per person)**

Staci Schluechtermann, 243 Christine's Way – Asked board to take a harder look at 2019 as they are the stewards of the budget. 2018 had huge overruns, huge percentages in lawyers and attorney fees. Buy only what is budgeted. Will have to pay back with Interest. Cannot control salaries due to weather and totally gets it.

**4. Discussion, review and possible action on Architectural Review Board and Plan Commission recommendations:**

- **New construction plans on lot 15 and 16 of Woodlands of East Town (Jack's Hillside Court), owned by Vincent and Sarah Decker.**

Motion made by Eric Stowell, second by Elizabeth Manian to approve the plans as presented. All in favor. Motion carried.

- **Consideration for extraterritorial land division requested by Vicki Zimmermann on County Highway CC in the town of Sherman.**

Motion made by Eric Stowell, second by Miriam Leavitt to approve. All in favor. Motion carried.

**5. Discussion, review and possible action regarding the Lakeview Community Library's Annual Report**

2018 report was presented by Director Jackie Rammer. She stated the Lakeview Community Library loaned out over 42,000 items and nearly 6,000 e-books and audiobooks last year. There are 2,619 registered users/card holders who can save money by using the Monarch2Go app to reserve books by scanning the barcode, instead of purchasing. They have two iPads available for in-house checkout, and had over 1,500 computer uses. Over 4,000 people attended nearly 350 programs at the library, the Community Room had 243 reservations by the public, and they

answered over 2,700 reference questions. They offer Homebound Delivery Services, as well as visit the school and provide teachers with materials... oftentimes same day. They received a grant from the American Library Association to increase healthcare knowledge and education to help people find affordable healthcare, and she (Jackie) was chosen as one of 25 librarians throughout the US to become certified in administering community conversations. She (Jackie) also became a Notary Public to offer these services free to the public. In addition to everything previously stated, the librarians also plan programs, read to children, visit the senior center, order and catalog new materials, attend Monarch Library system meetings, and interact with all of you, the community members.

Jackie made a statement, "I know firsthand how much of a difficult time it was for many reasons when discussion of a new library ensued. Something that I am still struggling to grapple with is the sheer amount of rumors and hurtful comments made about the library, its employees, and the (Library) board members who volunteer their time to make the library possible. Please keep in mind that these rumors will continue to be checked each time they are heard, and also keep in mind that you are singlehandedly harming your library if you spread misinformation. We are Librarians which means we thrive on cold hard facts and nothing else.

She finished by saying that they try to make everyone proud. They asked for the public's help in promoting the Lakeview Community Library by checking out materials, hanging posters, sharing posts on Facebook, spreading the word, following them on Instagram, and showing our community and other communities how relevant, important, and amazing our library is.

Elizabeth Manian stated "it must be hard to say the facts and not your opinion."

Blaine Werner asked about the overflow bread. Where does it come from and does the whole community know that it's available?

**6. Discussion regarding discontinued Lakeview Community Library proposal, including statements from members of the Board, and dialogue with members of the public**

-President Brockmeier stated he meets with a lot of people, exploratory, not public meetings, just one on one, brings ideas to the board, and no meetings happening behind scenes.

-Miriam Leavitt stated she is "lucky to participate in three groups" and our role is to listen.

-Elizabeth Manian stated she is "impressed how everyone came together." Elizabeth continued that she reads every letter and her main goal is to make everyone happy.

-Barbara Ruege commented on all the rumors, including the building being sold. All the residents coming together was a big activity. They should run for office and be a part of the community.

*WI Open Meeting Law (Wis. Stat. 19.83(2) and 19.84(2)) In general, the open meetings law grants citizens the right to attend and observe open session meetings of governmental bodies, but does not require a governmental body to allow members of the public to speak or actively participate in the body's meeting. A governmental body is free to determine for itself whether and to what extent it will allow citizen participation at its meetings. The Board may not take formal action on a subject raised in the public comment period, unless that subject is also identified in the meeting notice.*

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-Mike SanFelippo wanted to make sure everyone knew, that he realized they (the library) need new computers, and that this situation snowballed out of control.

-Jackie Rammer responded "We have a 5 year plan, planning to move forward with computers, carpeting and painting with the next meeting on Monday February 25<sup>th</sup>, 2019.

-Eric Stowell stated he was "told the Village was planning to destroy the building".

**7. Discussion, review and possible action regarding replacement of public works truck**

Postponed until next meeting, Mike SanFelippo will do some research?

**8. Discussion, review and possible action to approve the Contract for Emergency Rescue and Ambulance Services for a Southern Portion of Sheboygan County**

Guaranteeing there is coverage in this area. Mike SanFelippo asked if there was county funding. It was explained that we get State funding from Medicate, but the county does not employ anyone. There is just a contract. Motion made by Eric Stowell, second by Elizabeth Manian to approve the contract. All in favor. Motion carried.

**9. Discussion, review and possible action to Adopt the General Records Schedule (records retention)**

This is a new document. Need to provide clarity of rules. Will proceed forward and make sure to get paper copies.

**10. Discussion, review and action on the following:**

**a. Approval of bills:** Motion made by Mike SanFelippo, second by Eric Stowell to pay bills. All in favor. Motion carried.

Check #	Vendor	Total	Check #	Vendor	Total
27039	VFIS Benefits Division	-1385.00	27044	VFIS Benefits Division	1610.00
27043	Collins State Bank	4299.88	27063	Archer Mat Rental	43.66
27064	BMO Harris Bank, CC	2751.59	27065	Casey's General Stores	1008.26
27066	Digger's Hotline	168.00	27067	Doegnitz Ace Hardware	139.33
27068	Exxon Mobil	389.23	27069	Grota Appraisals LLC	1475.00
27070	Hawley Kaufman Kautzer	367.50	27071	Lakeshore Tech College	42287.27
27072	NAPA Parts of Sheboygan	172.40	27073	Praxair Distribution inc.	102.75
27074	Praxair, 2018 expense	509.18	27075	Pro Comm. Syst. of WI	950.00

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27076	Riesterer & Schnell Inc.	270.20	27077	School District of RL	479784.70
27078	Sheboygan County EDC	3160.00	27079	Sheb. Co. Treasurer	271724.73
27080	The Sounder	403.81	27081	VoRL Water Dept.	7601.50
27082	WE Energies	4224.96	27083	WE Energies	370.00
8099	Collins State Bank	896.25	8100	EnduraClean Inc.	327.06
8101	Frontier Communications	102.86	8102	Kaat's Culligan	48.50
8103	Transcat, Inc	176.52	8104	We Energies	6153.34
6887	Collins State Bank	8240.98	6888	Hydro Corp	149.00
6889	WE Energies	2365.65			

**b. Alcohol License:**

**c. Operator License:** Motion made by Miriam Leavitt, second by Eric Stowell to approve the five license applications. All in favor. Motion carried.

- **Heather Benson**
- **Jamie Wendorf**
- **Amy Donner**
- **Samantha Tabbert**
- **Nancy Bunge**

**d. Short-Term Rental License: None**

**e. Building Permits: None**

**f. Correspondence/Communication:**

- **Sheboygan County Sheriff Complaint Report for January 2019**
- **Sheboygan County Economic Development**
- **Sheboygan County Economic Development Thank You**
- **3<sup>rd</sup> Annual Operational Planning Meeting**
- **League of Wisconsin Municipalities 10<sup>th</sup> Annual Policyholder Conference**
- **Between the Lakes Chapter Muskies, Inc donation receipt**
- **Leadership & Management Development UWM Continuing Studies**

**11. Discussion, review and possible action regarding January 2019 employee timecards.**

Noted they were received.

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**12. Discussion, review and possible action regarding January 2019 financial statements.**

Motion made by Barbara Ruege, second by Mike SanFelippo to accept the 2019 financial statements. All in favor. Motion carried.

**13. Discussion, review and possible action regarding AEMT employment status, with a focus on whether this position should be formally considered as a firefighter.**

Matthew Brockmeier Made the following motion "I move to refer the question of employment status for the AEMT to the Special Committee to Consider AEMT Employment Status, with the Special Committee to consider whether the facts support a finding that the AEMT should be considered a protective services employee, and to make recommendations to the Village Board as soon as practicable, with the understanding that this question is not limited to compensation policy." Eric Stowell Second it. All in favor. Motion carried.

**14. Staff and committee reports**

**a. Clerk/Treasurer**

**b. Director of Public Works**

Joe Huiras stated that he was told from the Sheboygan County Highway Department that the salt pile is getting super low and that we need to start rationing what we are using. Joe said he has been rationing all season, but the two ice storms killed our budget. For most of the year we have just been salting intersections, hills, and curves only. He noted this is winter in Wisconsin and people need to drive with caution. Joe will check on finding more salt or a different option. We currently have enough for about four rounds or storms on the trucks.

**c. Committees**

**15. Items for next agenda**

- Work truck
- Food trucks

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**16. Action to enter closed session per Wisconsin Statute 19.85 (1)(c)**

***Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.***

- **Village Staffing – Office**

Roll Call: Miriam Leavitt, yes; Mike SanFelippo, yes; Eric Stowell, yes; Matthew Brockmeier, yes; Barbara Ruege, yes; Elizabeth Manian, yes.

Entered closed session at 7:37pm.

**17. Action to leave closed session and re-enter open session**

Motion made by Eric Stowell, Second by Miriam Leavitt to leave closed session and re-enter open session at 8:20 pm. All in favor. Motion carried.

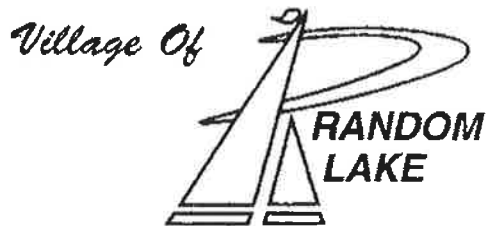
**18. Discussion, review and possible action on closed session recommendations for Village staffing**

No action, no discussion

**19. Adjourn**

Motion made by Mike SanFelippo, second by Barbara Ruege to adjourn at 8:20 pm. All in favor. Motion carried.

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Architectural Review Board  
Monday, February 18, 2019  
6:15 p.m.

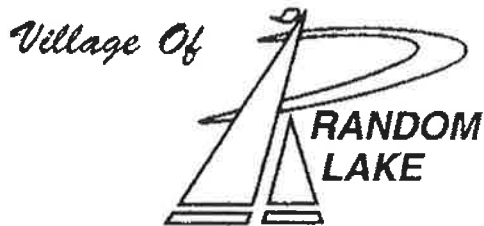
## Minutes

1. Call to Order and Roll Call by chair John Schluechtermann at 6:15 pm.  
Members present: John Schluechtermann, Elizabeth Manian, Joe Huiras  
Others present: Sarah Decker, Vince Decker
2. Discussion, review and possible action on new construction plans on lot 15 and 16 of Woodlands of East Town (Jack's Hillside Court), owned by Vincent and Sarah Decker.  
Motion made by Joe Huiras, Second by Elizabeth Manian to accept the plans as shown. All in favor. Motion Carried.
3. Adjournment  
Motion made by Elizabeth Manian, Second by Joe Huiras to adjourn the meeting at 6:16pm. All in favor. Motion carried.

Notice is hereby given that a majority of the members of the Random Lake Village Board may attend this meeting to gather information about a subject over which they have decision-making responsibility.







Planning Commission Meeting  
Monday, February 18, 2019  
To follow Architectural Review Board

## Minutes

1. Call to Order, Roll Call by chair Matthew Brockmeier at 6:18pm.

Members Present: Matthew Brockmeier, Joe Huiras, John Schluechtermann, Sydney Rader, Elizabeth Manian

Others Present: Sarah Decker, Vince Decker, Vicki Zimmermann

2. Discussion, review and possible action on new construction plans on lot 15 and 16 of Woodlands of East Town (Jack's Hillside Court), owned by Vincent and Sarah Decker.  
Recommendation was made from Architectural Review Board. Lots were approved at last meeting. Motion made by John Schluechtermann, second by Sydney Rader to make a recommendation to the full Village Board. All in favor. Motion carried.
3. Discussion, review and possible action on consideration for extraterritorial land division requested by Vicki Zimmerman on County Highway CC in the Town of Sherman.  
Motion made by John Schluechtermann, second by Sydney Rader to recommend this approval. All in favor. Motion carried.
4. Adjournment  
Motion made by Elizabeth Manian, second by John Schluechtermann to adjourn at 6:24pm. All in favor. Motion carried.

Notice is hereby given that a majority of the members of the Random Lake Village Board may attend this meeting to gather information about a subject over which they have decision-making responsibility.



From: **Robert Harry** <[robert.harry55@gmail.com](mailto:robert.harry55@gmail.com)>

Date: Thu, Feb 21, 2019 at 6:34 PM

Subject: Re: Fourth festivities

To: <[mbrockmeier@randomlakewi.com](mailto:mbrockmeier@randomlakewi.com)>

Cc: Kelly Mesarich <[rlasecretary8@gmail.com](mailto:rlasecretary8@gmail.com)>, Becky Soerens <[bsoerens@wi.rr.com](mailto:bsoerens@wi.rr.com)>

Matthew

So here is what we're looking at doing for the the fourth festivities.

- live bands for the afternoon until the ski show starts.
- blocking off a few parking spots in the boat launch area to accommodate the ski show company
- including 2-3 food trucks down by the beach area
- discussions with a local bar to setup a beer tent of sorts. They would be liable for necessary permits needed for that.
- would it be a possible to change the no wake time? Reason we are asking is to ensure the ski team has adequate time to setup their jumps and skiers. We feel it would be easier to do that without excessive traffic on the lake. Would it be possible to enforce a no wake around 5 or 6?
- we also discussed potentially contracting a deputy sheriff to be in the area to ensure a safe and family friendly environment.

Kelly/Becky, did I forget anything?

Sent from my iPhone

On Feb 17, 2019, at 7:21 AM, Matthew Brockmeier <[brockmeiers@gmail.com](mailto:brockmeiers@gmail.com)> wrote:

Hi Robert. Sorry, I just saw your message (usually best to use my village email for these things - this response is copied to it so you have the address).

We'll need to have a discussion, starting either with the Lake, Parks and Recreation Committee or the whole board. What is your timeline for making decisions on this idea?

Thanks,

Matthew

On Tue, Feb 12, 2019 at 1:40 PM Robert Harry <[robert.harry55@gmail.com](mailto:robert.harry55@gmail.com)> wrote:

Matthew

Our goal is to expand the days festivities on the July 6th celebration. One thought we had was to add food trucks for the day.

I am beginning to talk with some of the truck owners to see if they would be interested in attending. However, what are the village rules for such additions?



Sec. 30-5. - Snow and ice removal.

- (a) *Sidewalks to be kept clear.* The owner, occupant or person in charge of each and every building or structure or unoccupied lot in the village fronting or abutting any street shall clean, or cause to be cleaned, the sidewalk in front of or adjoining each such building or unoccupied lot of snow or ice to the width of such sidewalk within 24 hours after the cessation of a snowstorm. When the ice has formed on any sidewalk so that it cannot be immediately removed, the persons herein referred to shall keep the same sprinkled with salt, ashes, sawdust or sand.
- (b) *Deposit in street prohibited.* No person shall deposit, or cause to be deposited, any snow or ice taken and removed from his premises or elsewhere upon any sidewalk, alley, parkway, public place or street in the village. Snow shall not be piled at or near intersections so as to obstruct the view of pedestrians or operators of motor vehicles.
- (c) *Removal by village.* The deposit of any snow or ice upon any sidewalk, alley or street of the village contrary to the provisions of this section shall be and is declared to be a nuisance and, in addition to the penalty provided for violation of this section, the village may summarily remove any snow so deposited and cause the cost of said removal to be charged to the owner of the property from which said snow or ice has been removed. If not paid within 30 days, such charge shall be extended upon the current or next tax roll as a charge for current services, as provided in Wis. Stats. §§ 66.0703

(Code 1994, § 8.05)



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Human Resources  
and  
Staffing Consultants

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# QUALITY ASSURANCE

Quality is at the heart of any successful staffing service. SEEK places quality candidates by thoroughly **screening**, effectively **matching** and consistently **following through with both clients and employees**.

## SCREENING

**Interviewing** - Applicants are interviewed by consultants and recruiters who have access to their work history, level of experience and personality description.

**I-9 Verification** - Legal I-9 information is collected. The e-Verify (formerly S.A.V.E.) program, issued by *Department of Homeland Security*, is used for verification of the authorization of the right to work in the United States. (Systematic Alien Verification for Entitlements Program)

**Confidentiality Agreement** - A confidentiality agreement is signed by each applicant so employees are not sharing confidential company information from one company to the next.

**Testing** - All applicants are given tests specific to their education, experience and skills.

**Employment Verification** - Each candidate has two past employer verifications completed before being placed on an assignment. In some cases, employment verifications may be unavailable and other sources such as volunteer, teacher or PO references may be used in place of employment verifications.

**Education** - All degree, certificates, certifications and licenses are verified at client's request.

**Criminal Checking** - Criminal checks are run on all applicants. State-to-state criminal checks will be run at your request. Placements are not made when convictions have a "substantial relationship" to job duties and work environment or when an applicant misrepresents his/her record.

**Drug Screening** - At your request, drug screening is done prior to any placement.

**Credit Check** - Credit checks are performed by request only.

## MATCHING

Quality matches start with a complete job order. A tour of your worksite may be required. A detailed job order, which includes the following information, is taken

- Hours, pay and start date.
- Percent of day spent on which duties.
- Education, certification and license requirements.
- Types of equipment to be used.
- Dress code.
- Personalities of department staff and corporate culture.

Only qualified candidates are selected. Specific database searches and recruiting are done for each job order.

## FOLLOW-UP

Timely progress calls are made on open orders.

Arrival calls are made on each new job start. Arrival calls can be customized to meet your needs.

Quality Assurance calls are made to clients and to assignment employees each week to ensure continued success. Call frequency can be customized to meet your needs.

Quality Assurance calls to clients are made by SEEK's leadership.

End-of-assignment Quality Assurance checks are highly recommended on each assignment employee.

To ensure partnering success with your company, cross-functional team meetings among your team and SEEK's are recommended and requested as needed, but definitely recommended semi-annually.







## SEEK Careers/Staffing, Inc.®

### Credit Policy

Terms of payment are "Net 10 days from date of invoice" unless special arrangements are made. Any unpaid balance that is 30 days or more past the invoice date will be considered PAST DUE.

A credit limit of \$3,000.00 will be granted to clients using SEEK Careers/Staffing services for the first time. Upon completion of the Client Account Application and subsequent credit approval, that limit may be raised.

Credit terms will be granted for a period of not longer than 60 days.

SEEK Careers/Staffing may suspend services when any unpaid amount reaches 60 days past the invoice date.

Interest of 1% per month may be charged on account balances over 90 days.

Clients must review and verify each invoice upon receipt. Corrections or requests for credit must be submitted to SEEK Careers/Staffing for consideration within 30 days of the invoice date.

Legal collection efforts may be taken on balances that are 90 days past the invoice date. If legal action is required, the client agrees to pay the total amount due plus any reasonable attorney fees and court costs.



**SAMPLE**

**Corporate Headquarters**  
1160 Opportunity Dr. • PO Box 148  
Grafton, WI 53024-0148  
262.377.8888 • Fax 262.377.2760  
www.seekcareers.com

**COMMERCIAL INSURANCE**

Certificates of insurance will be provided upon acceptance of our bid.

**WORKERS' COMPENSATION**

PMA Companies, Inc.	Policy No. 201800-04-18-75-6	Policy Term: 07/01/18 - 07/01/19
<u>Employer's Liability</u>		
Bodily Injury by Accident	\$ 500,000 Each Accident	
Bodily Injury by Disease	\$ 500,000 Each Employee	
Bodily Injury by Disease	\$ 500,000 Policy Limit	

**LIABILITY COVERAGE**

General Liability Professional Liability Employment Practices Liability Hired and Non-owned Auto Zurich American Ins. Co.	Policy No. PRA9699412-06	Policy Term: 07/01/18 - 07/01/19
Bodily Injury & Property Damage Combined	\$ 1,000,000 Each Occurrence	\$ 2,000,000 Aggregate
Premises Medical Payments	\$ 10,000 Each Person	

**PROPERTY COVERAGE**

All Physical Loss (Except Specific Exclusions)

Zurich American Insurance Co. All Locations	Policy No. PRA5913064-05 \$ 5,361,258 Blanket	Policy Term: 07/01/18 - 07/01/19
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**CRIME (THIRD PARTY)**

Zurich American Insurance Co.	Policy No. PRA9699412-06	Policy Term: 07/01/18 - 07/01/19
	\$ 5,000,000 Each Occurrence	

**AUTO LIABILITY**

Commercial Auto

Zurich American Insurance Co.	Policy No. PRA9699412-06	Policy Term: 07/01/18 - 07/01/19
	\$ 1,000,000 Combined Single Limit	

**EXCESS LIABILITY (UMBRELLA)**

General Liability  
Hired and Non-owned Auto Liability  
Employer's Liability  
Professional Liability

American Guarantee and Liability Insurance Co. (Zurich)	Policy No. UMB9467514-06	Policy Term: 07/01/18 - 07/01/19
	\$10,000,000 Each Occurrence	

Revised 07.30.18

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American Staffing Association • National Association of Personnel Services



## PLACEMENT SERVICE AGREEMENT Village of Random Lake

CLASSIFICATION	WC CODE	MARK UP %	Buy-Out
Corporate Support (Office/Accounting)	8810	60%	520 Hours*
Payrolling (Client Recruited)		45%	N/A
Direct Hire		20% of first year's annual salary (See Direct-Hire Service Agreement)	N/A

- Client Agrees to Attached Staffing Expectations (**Attachment A**)
- **Drug Screening – None at this time.** Should that change at client request, Oral Drug Screening will be done prior to assignment placement at client cost of \$25.00 for negative results.
- Client agrees to pay a surcharge of \$.25/billable hour (including overtime hours) for costs associated with the Affordable Care Act charged as a line item on each invoice. SEEK reserves the right to adjust this rate with a 30-day written notice.
- Mark Up Based on Pay Rate and on Overtime Pay Rate. SEEK's policy is to round Assignment Employees' time to the nearest quarter hour.

\*Buy-Out Policy – see proposal page.

These rates are in effect through **March 31, 2020**.

If the Federal, State or local taxes change during the agreement period, SEEK reserves the right to adjust its bill rates accordingly, with a 30-day written notice. A minimum of four hours are required for each assignment.

Client and SEEK intend that assigned employees under this agreement are SEEK's common law employees for calculation of the employer mandate responsibilities under the Affordable Care Act and that SEEK will reimburse, indemnify, and hold harmless Client for any taxes, penalties, or other liabilities assessed under Code §4980H for not providing "minimum essential coverage" under an "eligible employer-sponsored plan" each within the meaning of Code §5000A(f)(1)(B). SEEK will fully cooperate, at its own cost, with Client's efforts to object to or appeal any such determination of liability or potential liability.

Client agrees to refrain from employing, directly or indirectly, or otherwise using the services of the assigned employee within one year from the last date of temporary placement through SEEK, except as described in the Buy-Out Policy. Client also agrees to refrain from referring SEEK candidates or assignment employees to other departments or other companies without SEEK's written permission. The fee for our services shall be due if a candidate is engaged, without informing SEEK, to perform his/her services in any capacity, directly (as a staff member) or indirectly (as an independent contractor, consultant or any other arrangement), by the company or any of its affiliates as a result of our referral within one year of that referral. The fee is based upon the candidate's projected first year estimated gross compensation times 30%.

**The following items are covered in the bill rate:** Sourcing, Recruiting, Screening, Social Security, State Unemployment, Federal Unemployment, Comprehensive Liability Insurance, Workers Compensation and Crime Insurance Coverage.

Terms: Net 10 days from date of invoice. Clients must review and verify each invoice upon receipt. Corrections or requests for credit must be submitted to SEEK for consideration within 30 days of the invoice date.

**The undersigned acknowledges receipt and acceptance of these placement terms and conditions and is authorized to sign on behalf of Client. All assigned employees after February 20, 2019 will be subject to the above terms and rates.**

Village of Random Lake		SEEK Careers/Staffing, Inc.	
Authorized Signature _____	Date _____	Authorized Signature _____	Date _____
Name (please print)		Name <i>Clay Schneider</i>	
Title		Title <i>Business Development Partner</i>	



**Client Staffing Expectations  
for  
Village of Random Lake**

1. **Background Checks –**  
State specific criminal checks (CCAP) are run on all applicants at no cost to client (national background checks are run for candidates who have lived in multiple states); however Client-required out-of-state criminal checks will be done on a pass-through cost basis. SEEK complies with all applicable state and federal laws including discrimination based on criminal conviction history and job placements are made utilizing the “substantial relationship” legal guidelines for placement consideration.
2. **Specific Client Orientation –**  
Assignment Employees will be compensated for “Client-required” orientations completed by SEEK and billed to client.
3. **Work Requirements –**
  - a. No lifting over 50 pounds unassisted.
  - b. No elevated or below ground work, no use of ladders other than rolling staircases with side-rails, no use of scaffolds.
  - c. Without SEEK approval – No work with overhead cranes or saws.
4. **Safety –**  
Client agrees to comply with SEEK’s “Commitment to Safety and Health”. Client also agrees to comply with the OSHA guidelines regarding client safety responsibilities for temporary employee onsite job training and site safety. SEEK agrees to provide OSHA required general safety training before placing candidates at client location.  
  
Client agrees assignment employees will **not be placed in any forklift driving position without gaining prior approval** from SEEK. Client agrees to train and certify forklift operators as required by OSHA regulations, when position requires such skill set and provide SEEK the assignment employee’s training acknowledgement. Client agrees that neither SEEK nor its officers, directors or employees shall be liable for physical loss or damage to such vehicles or their contents when forklift driving is a job requirement for SEEK assignment employees. Client further agrees to indemnify and hold harmless SEEK, its officers, directors and employees from all claims, losses, damages and expenses (including the expense of litigation) arising out of its temporary employees’ operation, use or loss of such vehicles and/or their contents.
5. **Indemnification –**  
SEEK and Client shall defend, indemnify and hold harmless each other, its Affiliates, and each of their respective officers, employees and agents against all claims, damages, liability, losses, fines, judgments, costs and expenses, including, without limitation, court costs and reasonable attorney fees, relating to or arising out of (a) breach of the Agreement; (b) failure to comply with any law; (c) negligence, gross negligence, intentional misconduct, or fraud; (d) damage to property or for bodily injury (including death) or (d) a breach of the confidentiality provisions in this Agreement.
6. Client agrees assignment employees **will not travel** from one location to another during the work day.

Initial \_\_\_\_\_

Date \_\_\_\_\_



**Assignment to Direct Hire  
Standard Buy-Out  
Policy and Fee**

SEEK's Buy-Out (liquidation) policy and fee is based on the length of time that an assignment (temporary) employee has been on an assignment with a specific company.

An Assignment Employee assigned to **Village of Random Lake** may be hired by **Village of Random Lake** as a Regular Employee at any time in accordance with the terms and conditions and, subject to the payment, if any, of the fees set forth below.

**Village of Random Lake** agrees to refrain from employing, directly or indirectly, or otherwise using the services of the assigned employee within three months from the last date of temporary placement through SEEK, except as described in the Buy-Out Policy.

**Village of Random Lake** also agrees to refrain from referring SEEK candidates or assignment employees to other departments or other companies without SEEK's written permission.

<b>Light Industrial and Corporate Support</b>	
<b>Total Hours Worked 520 Buy-Out Hours</b>	<b>% of First Year Annual Salary/Wage</b>
0 - 40 hours	20%
41 - 80 hours	18%
81 - 120 hours	16%
121 - 160 hours	14%
161 - 200 hours	12%
201 - 240 hours	10%
241 - 280 hours	8%
281 - 320 hours	7%
321 - 360 hours	6%
361 - 440 hours	5%
401 - 440 hours	4%
441 - 480 hours	3%
481 - 520 hours	2%
520+ hours	0%



**Corporate Headquarters**  
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 Grafton, WI 53024-0148  
 262.377.8888 • fax 262.377.2760  
 www.seekcareers.com

**DIRECT-HIRE SERVICE AGREEMENT**

All candidates secured through SEEK are on a client company-paid basis only. Your acceptance of referred candidates from SEEK constitutes your agreement with our fee schedule.

The fee for our services shall be due if a candidate is engaged to perform his/her services in any capacity, directly (as a staff member) or indirectly (as an independent contractor, consultant, temporary worker or any other arrangement), by the company or any of its affiliates as a result of our referral within one year of that referral. The fee is also earned in the event that your company refers our candidate to another company who engages our candidate. The fee is based upon the candidate's projected first year estimated gross compensation. The estimated gross compensation includes projected commissions, bonuses, incentives and perquisites and shall be estimated at not less than the amount earned by the candidate in his/her last position. While projected annual compensation is used to determine the fee, anticipated or actual duration of the candidate's employment is not a factor in computing the amount due. Fee percentage:

**20% Fee of First-Year Annual Salary**

Part-time placements depend on annual compensation and are at a minimum of \$2,500.00.

For example, if a person's annual salary is \$30,000, the fee would be \$6,000. Example:  $\$30,000 \times 0.20 = \$6,000$

Terms: Net 20 for 60-calendar-day guarantee. Net 30 for 30-calendar-day guarantee.  
 Fees are billed on the date that the candidate begins to perform services.

**DETAILS OF GUARANTEE:** If the candidate is terminated or leaves for "cause," within the guarantee period, SEEK will endeavor to find one replacement only at no additional cost to you, provided that we are notified in writing within five (5) days after the candidate's termination and are permitted to locate the replacement candidate on an exclusive basis for a period of thirty (30) days. If both of these stipulations are not met, this guarantee is null and void. In lieu of our being able to tender a replacement candidate within sixty (60) days, we will issue a credit or refund 100 percent of the original fee, depending upon your request.

If the candidate is terminated by the client between 30 and 60 calendar days for reasons other than "cause," SEEK will charge 1/100<sup>th</sup> of the fee for each calendar day during which the candidate was employed at your company, unless SEEK is allowed to replace the candidate for the same position.

The above-mentioned arrangement is on a contingency basis, in that there is no charge for our services unless you engage the candidate we have located for you. In certain situations, we will work on a retained basis. That arrangement would depend on the level and nature of the specific assignment.

We conduct reference checks for our own purposes. In evaluating candidates, you, the client company, agree to thoroughly check candidate references independently. SEEK is a Wisconsin registered employment agent.

The undersigned acknowledges receipt and acceptance of SEEK's placement terms and conditions.

Village of Random Lake

SEEK Careers/Staffing, Inc.

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Servicing Your Success®**

Appleton • Beaver Dam • Eau Claire • Fond du Lac • Grafton • Green Bay • Hudson • Manitowoc • Milwaukee North  
 Milwaukee South • Oshkosh • Sheboygan • Stevens Point • Watertown • Waukesha • Wausau • West Bend, WI and Eagan, MN

American Staffing Association • National Association of Personnel Services