



Village of Bayside  
9075 N Regent Road  
Board of Trustees Meeting  
February 20, 2020  
Village Board Room, 6:00pm

**BOARD OF TRUSTEES  
AGENDA**

**PLEASE TAKE NOTICE** that a meeting of the Village of Bayside Board of Trustees will be held at Bayside Village Hall, 9075 North Regent Road, Bayside, Wisconsin at the above noted time and date, at which the following items of business will be discussed and possibly acted upon:

**I. CALL TO ORDER AND ROLL CALL**

**II. PLEDGE OF ALLEGIANCE**

**III. CONSENT AGENDA**

Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration.

**A. Approval of:**

1. Board of Trustees meeting minutes, January 16, 2020.
2. Summary of Claims for January 10, 2020 through February 7, 2020 in the amount of \$1,153,793.14.
3. Application for issuance of operator's license request for Emilee Seegert, Otto's Bayside and Joseph Krajcik, Sendiks Bayside, which have been approved by the Police Department.
4. Family and Medical Leave Act Policy

**IV. CITIZENS AND DELEGATIONS**

Open to any citizen who wishes to speak on items not on the agenda. Please note there may be limited discussion on the information received, however, no action will be taken. Please state your name and address for the record.

**V. BUSINESS AGENDA**

**A. COMMITTEE AND COMMISSION REPORTS**

**1. Public Works Committee**

- a. Discussion/action on the January 2020 Department of Public Works Report.
- b. Discussion/action on the Department of Public Works 2019 Annual Report.
- c. Discussion/action on contract award for the 2020 Street Improvement Program.
- d. Discussion/action on contract award for 2020 Lake Drive and Fairy Chasm Road Stormwater Project.
- e. Discussion/action on contract award with Kapur and Associates, Inc. for the 2020 Collection of Data and Closed-Circuit Television Inspection of Sanitary Sewer Main.

- f. Discussion/action on Resolution 20-\_\_\_\_, a Resolution authorizing the Village of Bayside to file the Urban Forestry Grant.
- g. Discussion/action on Milwaukee Metropolitan Sewage District Green Infrastructure Change Orders.
- h. Discussion/action on Ordinance 20-\_\_\_\_, An Ordinance to Repeal and Recreate Chapter 38-Solid Waste of the Municipal Code.
- i. Discussion/action on Landscape Maintenance Agreement.

**2. Finance and Administration Committee**

- a. Discussion/action on the January 2020 Administrative Services Report.
- b. Discussion/action on January 2020 Financial Report.
- c. Presentation/discussion of 2019 Village Communications Report.
- d. Discussion/action on Memorandum of Understanding with the North Shore Library for Fiscal Agent Services.

**3. Public Safety Committee**

- a. Presentation of Wisconsin Law Enforcement Accreditation Group CVMIC Core Leadership Award to Bayside Communications Center.
- b. Discussion/action on Resolution 20-\_\_\_\_, a resolution authorizing the Village of Bayside to file the U.S. Department of Commerce and the U.S. Department of Transportation's 911 Grant Program.
- c. Discussion/action on the January 2020 Communication Center Report.
- d. Discussion/action on Ordinance 20-\_\_\_\_, An Ordinance to Re-number Section 35-4 of the Municipal Code and to Create a New Section 35-4 Adopting Milwaukee County Regulations Applicable to County Parks.
- e. Discussion/action on fines and forfeitures for Municipal Court.
- f. Discussion/action on the January 2020 Police Department Report.
- g. Discussion/action on Intergovernmental Agreement for Law Enforcement Services the 2020 Democratic National Convention in Milwaukee County, WI.

**4. Intergovernmental Cooperation Council – No report.**

**5. Board of Zoning Appeals – No report.**

**6. Architectural Review Committee - No report.**

**7. Plan Commission – No report.**

- 8. Library Board**
  - a. Discussion/action on the January 2020 Library Report.
- 9. Community Event Committee**
  - a. Discussion/update on 2020 Community Events.
  - b. Discussion/action on Community Events Committee.
- 10. North Shore Fire Department – No report.**
- 11. Community Development Authority-No report.**

**VI. VILLAGE PRESIDENT'S REPORT**

**VII. VILLAGE MANAGER'S REPORT**

**VIII. VILLAGE ATTORNEY'S REPORT**

**IX. MISCELLANEOUS BUSINESS BY THE TRUSTEES AS MAY PROPERLY BE BROUGHT BEFORE THE BOARD**

**X. CORRESPONDENCE**

**XI. ADJOURNMENT**

Lynn Galyardt, Administrative Services Director

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. Contact Village Hall at 414-206-3915. It is possible that members of and possibly a quorum of members of other Boards, Commissions, or Committees of the Village may be in attendance in the above stated meeting to gather information; no action will be taken by any other Boards, Commissions, or Committees of the Village except by the Board, Commission, or Committee noticed above. Agendas and minutes are available on the Village website ([www.baysidewi.gov](http://www.baysidewi.gov))



Village of Bayside  
9075 N Regent Road  
Board of Trustees Meeting  
February 20, 2020  
Village Board Room, 6:00pm

**BOARD OF TRUSTEES  
SUPPLEMENTAL AGENDA NOTES**

**I. CALL TO ORDER AND ROLL CALL**

**II. PLEDGE OF ALLEGIANCE**

**III. CONSENT AGENDA**

**A. Approval of:**

1. Board of Trustees meeting minutes, January 16, 2020.
2. Summary of Claims for January 10, 2020 through February 7, 2020 in the amount of \$1,153,793.14.
3. Application for issuance of operator's license request for Emilee Seeger, Otto's Bayside and Joseph Krajcik, Sendiks Bayside, which have been approved by the Police Department.
4. Family and Medical Leave Act Policy

The attached draft Family and Medical Leave Act policy is included in the packet for consideration. The policy is necessary as a result of the growth in Village staffing to over 50 employees, due to expanding the dispatch and information technology operations as well as the addition of the North Shore Library employees. The policy is drafted based on both the state and federal medical leave act and brings the Village into compliance with both laws. **Approval is recommended.**

**IV. CITIZENS AND DELEGATIONS**

**V. BUSINESS AGENDA**

**A. COMMITTEE AND COMMISSION REPORTS**

**1. Public Works Committee**

- a. Discussion/action on the January 2020 Department of Public Works Report.

Included in the packet is the January 2020 Department of Public Works report. Of significant note, crews have removed 77 right of way trees through the end of January, completed Christmas tree collection with over 335 trees collected, and responded to seven winter storms totally over 21 inches of snow in January. Of interesting note, crews on average used 17 tons of salt per event. **Approval is recommended.**

- b. Discussion/action on the Department of Public Works 2019 Annual Report.

Included in the packet is the 2019 Annual Department of Public Works report. Specifically, DPW collected 1,157 tons of garbage, 493 tons of recycling, 6,125 piles of yard waste, and 1,854 piles of loose leaves in 2019. 1,135 residents participated in the 2019 Clean Up and Recycling Days. Crews also completed the Tennyson Drive project in which approximately 5,200 feet of right of way was

reditched, 14 driveway culverts were replaced, and crews excavated over 1,500 yards of material to create the bio storage facilities on Tennyson Drive. Crews also cleaned over 27,000 feet of sanitary sewer lines, oversaw 16,000 feet of televising and nearly 10,000 feet of sanitary sewer mainline were lined in 2019. Crews also removed 124 Village right of way trees, coordinated the planting of over 100 new trees in the right of way, conducted 176 special pick-ups, and 55 mulch deliveries. Crews completed this work while at the same time hiring three new employees and onboarding those employees during the 2019 calendar year. Overall, it was a successful year for the Department of Public Works. **Approval is recommended.**

**c. Discussion/action on contract award for the 2020 Street Improvement Program.**

Bids were accepted for the 2020 Street Improvement Project. The base bid included the repaving of E. Bay Point Road from Lake Drive to Tennyson Drive, Fairy Chasm Road from Fielding Drive to the East Termini, N. Lake Drive from Bay Point Road to Manor Circle as well as driveway approaches as part of the stormwater improvement project. Monies for the project have been previously bonded for and are included in the 2020 budget. Two bids were received from Payne & Dolan, Inc. and Stark Asphalt. The low bid for the base bid was \$258,694.50 and the alternate bid of \$36,168. The overall project cost was approximately 2% below what was budgeted. **Approval is recommended.**

**d. Discussion/action on contract award for 2020 Lake Drive and Fairy Chasm Road Stormwater Project.**

In connection with the 2020 road project, the Village will also undertake a stormwater project that completes work in the general vicinity of the previously outlined road reconstruction project. Connecting in an underground stormwater system that catches water at the middle of the intersection on Lake Drive and Fairy Chasm Road, new underground pipes will take the water south to Manor Circle and then west on Manor Circle to Ellsworth Park. This will alleviate surface flooding on Fairy Chasm Road as well as Lake Drive and relieve pressure on water heading into the ravine on Bay Point Road.

Bids were received and a low bid was for \$119,080 with Highway Landscapers, Inc. Work on this project will start immediately after the Fourth of July and be completed in early August in advance of the road project beginning. The road project would commence shortly after this project is completed. Monies are budgeted in the 2020 budget through the borrowing of money in the stormwater fund. **Approval is recommended.**

**e. Discussion/action on contract award with Kapur and Associates, Inc. for the 2020 Collection of Data and Closed-Circuit Television Inspection of Sanitary Sewer Main.**

Over the past five years, the Village has engaged the service of Kapur & Associates to complete CCTV inspection of sanitary sewer mains throughout the Village. 2020 represents the final year of this project to complete the entire Village. Work will include the televising inspection of 26,500 linear feet of sanitary pipe and reviewing and making recommendations for the southwest portion of the Village, south of Fairy Chasm Road and west of Rexleigh Road. **Approval is recommended.**

**f. Discussion/action on Resolution 20-\_\_\_\_, a Resolution authorizing the Village of Bayside to file the Urban Forestry Grant.**

Included in the packet is a resolution authorizing the Village to file the Urban Forestry Grant application. The Village is requesting \$25,000 in grant funds from the Wisconsin Department of Natural Resources. The resolution is required in order for the Village to file request for the grant. **Approval is recommended.**

**g. Discussion/action on Milwaukee Metropolitan Sewage District Green Infrastructure Change Orders.**

Included in the packet is the Milwaukee Metropolitan Sewage District Green Infrastructure Change Orders. The Village will receive an additional \$104,187 in grant funding for both the Tennyson Drive project and Village Hall dry detention basin. Approval is recommended.

**h. Discussion/action on Ordinance 20-\_\_\_\_, An Ordinance to Repeal and Recreate Chapter 38-Solid Waste of the Municipal Code.**

Included in the packet is both an ordinance recommendation as well as track changes version of recommended changes to Chapter 38 of the municipal code, which addresses solid waste. The code was last updated in 1994 and there are a significant amount of housekeeping issues that need to be updated. The primary updates include the removal of repetitive and contradictory definitions as well as changes to the industry as it relates to the collection of garbage, recycling, and yard waste. It also updates and includes new items that we are able to accept through the Village Hall recycling program. Approval is recommended.

**i. Discussion/action on Landscape Maintenance Agreement.**

Included in the packet is the Landscape Maintenance Agreement with KEI which is a 5-year agreement. KEI is the current service provider as the result of a previous RFP process. They will provide all labor, equipment, tools, materials, supervision, and any other service necessary to complete spring clean up, and weekly and bi-weekly mowing of the Village property areas. The financial terms are outlined in the packet. Approval is recommended.

**2. Finance and Administration Committee**

**a. Discussion/action on the January 2020 Administrative Services Report.**

Included in the packet is the January 2020 Administrative Services Report. Of significant note, staff has been preparing for the first of four elections in 2020 with February 18 being the first. In addition, staff as been transitioning the North Shore Library employees over to the Village of Bayside which has added a total of 29 employees to the Village's payroll. Approval is recommended.

**b. Discussion/action on January 2020 Financial Report.**

Included in the packet is the January 2020 Financial Report. Approval is recommended.

**c. Presentation/discussion of 2019 Village Communications Report.**

Included in the packet is the 2019 Village Communications Report. Overall, the Village provides various platforms to communicate with the residents including three social media platforms, the monthly printed Village Scene, the weekly Bayside Buzz newsletter, Village website, Access Bayside, and other forms of communication.

In 2019, the Village had 579,180 unique interactions with the public through its various communication platforms, which is a 46% increase form 2018. Overall, the Village reached 313,728 people through Facebook, had 87,700 impression on Twitter, and created a new DPW Dan series as well as SeeClickFix tutorials on YouTube, published 12 Village Scenes that included 156 articles, distributed the weekly Bayside Buzz newsletter sending out 108,859 emails with an average open rate of 58% , which is 36% higher than the industry average for open rates.

Access Bayside, the Village increased its number of requests processed from 1,186 in 2018 to 2,339 in 2019. On average, the Village took .7 days to acknowledge your request, 7.2 days to

complete a request, and 67% of requests were closed within the service-level agreements that have been established by the Village. Bayside has been recognized by SeeClickFix as the top small community in the country for the number of requests and the rate of closure for those requests.

The Village website was visited 46,256 times in 2019 with over 117,000 page views. The Village website continues to be a well utilized resource for the public. **Approval is recommended.**

**d. Discussion/action on Memorandum of Understanding with the North Shore Library for Fiscal Agent Services.**

Included in the packet is a Memorandum of Understand between the Village of Bayside and the North Shore Library for Bayside to serve as the fiscal agent, human resources, and administrative services for the North Shore Library. This is the result of the transition of the fiscal agent status from the Village of Fox Point to the Village of Bayside in 2020. The four communities have all passed resolutions authorizing Bayside to be the fiscal agent, however, a separate memorandum of understanding need to be approved between Bayside and the North Shore Library to establish the roles, responsibilities, an expectation of the new arrangement as well as establish the financial terms. The specified amount to provide the services is \$19,521 for the year 2020 and annual increases in the future will be equivalent to the annual operating budget increase of the North Shore Library. The Library Board will be discussing and taking action on the MOU on the morning of the Village Board meeting. **Approval is recommended.**

**3. Public Safety Committee**

**a. Presentation of Wisconsin Law Enforcement Accreditation Group CVMIC Core Leadership Award to Bayside Communications Center.**

The Wisconsin Law Enforcement Accreditation Group has recognized the Bayside Communications Center with the CVMIV Core Leadership Award. **Approval is recommended.**

**b. Discussion/action on Resolution 20-\_\_\_\_, a resolution authorizing the Village of Bayside to file the U.S. Department of Commerce and the U.S. Depart of Transportation's 911 Grant Program.**

Included in the packet is a resolution authorizing the Village of Bayside to file for the US Department of Commerce and the US Department of Transportation's 911 Grant. The grant request is to assist with the funding of the replacement of the telephone system within the dispatch center. The grant would allow the Village to recoup 40% of the cost of the replacement telephone system which is projected to be approximately \$400,000. Grant awards should be made by the end of February. **Approval is recommended.**

**c. Discussion/action on the January 2020 Communication Center Report.**

Included in the packet is the January 2020 Communication Center Report. Of significant note, the Center continues to process calls and dispatch them with an average of 26 seconds per call. In addition, staff is working on a 911 education program curriculum to be used at Stormonth School in May for Safety Week. **Approval is recommended.**

**d. Discussion/action on Ordinance 20-\_\_\_\_, An Ordinance to Re-Number Section 35-4 of the Municipal Code and to Create a New Section 35-4 Adopting Milwaukee County Regulations Applicable to County Parks.**

Included in the packet is an ordinance to create a new Section 35-4 adopting Milwaukee County regulations applicable to county parks. This will provide the police department the ability to enforce county ordinances in Doctors Park. **Approval is recommended.**

**e. Discussion/action on fines and forfeitures for Municipal Court.**

Meetings with the Municipal Judge of the North Shore have been held to discuss the standardization of fines and forfeitures associated with the newly formed North Shore Municipal Court. The Village of Bayside, City of Glendale, and Village of Brown Deer have been discussing the recommendation for this standardization and a recommendation will be forthcoming on an updated fines and forfeitures schedule at the meeting.

**f. Discussion/action on the January 2020 Police Department Report.**

Included in the packet is the January 2020 Police Department report. Of significant note, there were 11 instant winners and four grand prize winners as part of the police trading card contest. Plans are being made to re-initiate the spring trading card program in the spring as there are approximately 1/3 of the cards left over for distribution. Also, officers drove approximately 10,000 miles for the month averaging 53 miles per officer, emphasizing visibility in the Village by the Police Department. **Approval is recommended.**

**g. Discussion/action on Intergovernmental Agreement for Law Enforcement Services the 2020 Democratic National Convention in Milwaukee County, WI.**

The City of Milwaukee has presented the enclosed Intergovernmental Agreement for Fire and Other Protection Services for the 2020 Democratic National Convention. The agreement calls for reimbursement of Department's personnel expenses related to events covered by the Agreement. Department staff has been participating in event planning meetings and is prepared to meet the needs of the event. **Approval is recommended.**

**4. Intergovernmental Cooperation Council – No report.**

**5. Board of Zoning Appeals – No report.**

**6. Architectural Review Committee-No report.**

**7. Plan Commission – No report.**

**8. Library Board**

**a. Discussion/action on the January 2020 Library Report.**

Included in the packet is the January 2020 Library Report. Of significant note, Youth Services introduced a new STEAM Storytime. STEAM Storytime's goal is to teach age-appropriate science, technology, engineering, art, and math through literacy. Youth Services also began a new early literacy program, "Music and Movement," a music and dance exploration program for families with children under 5 years old. **Approval is recommended.**

**9. Community Event Committee**

**a. Discussion/update on 2020 Community Events.**

Staff has begun organizing the 2020 Community Events, including Clean Up Days, Recycling Days, the Village Picnic, 5K race, myBlue Night Out, and Fourth of July parade. This year, staff is working to rebrand the 5K race to include a Wine and Walk option for those interested in a more



casual walk alternative. **Approval is recommended.**

**b. Discussion/action on Community Events Committee.**

For the last 2 years, the Committee has acted as an annual ad hoc committee. The Committee's duties include fundraising and volunteer coordination. The Committee has struggled to retain members. In the absence of the committee, Village staff has been working to fundraise and coordinate volunteers. A decision should be made to continue to Committee or redistribute responsibilities. **Approval is recommended.**

10. North Shore Fire Department – **No report.**

11. Community Development Authority-**No report.**

VI. VILLAGE PRESIDENT'S REPORT

VII. VILLAGE MANAGER'S REPORT

VIII. VILLAGE ATTORNEY'S REPORT

IX. MISCELLANEOUS BUSINESS BY THE TRUSTEES AS MAY PROPERLY BE BROUGHT BEFORE THE BOARD

X. CORRESPONDENCE

XI. ADJOURNMENT



Village of Bayside  
 9075 N Regent Road  
 Board of Trustees Meeting Minutes  
 January 16, 2020

## I. CALL TO ORDER AND ROLL CALL

President Dickman called the meeting to order at 6:00pm.

### ROLL CALL

**President:** Sam Dickman  
**Trustees:** Mike Barth  
 Daniel Muchin  
 Robb DeGraff  
 Dan Rosenfeld  
 Eido Walny  
 Margaret Zitzer

**Public Works Committee Member:** JoAnn Lutz-Excused

**Also Present:** Village Manager Andy Pederson  
 Assistant Village Manager La'Neka Horton  
 Police Chief Doug Larsson  
 Administrative Services Director Lynn Galyardt  
 Communications Center Director Liane Scharnott  
 Village Attorney Chris Jaekels  
 There was no one in the audience.

## II. PLEDGE OF ALLEGIANCE

## III. CONSENT AGENDA

Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration.

### A. Approval of:

1. Board of Trustees meeting minutes, December 17, 2019.
2. Summary of Claims for December 7, 2019 through January 9, 2020 in the amount of \$129,213.02.
3. Application for issuance of operator's license request for Jesse Papermaster, Otto's Bayside, which has been approved by the Police Department.

Motion by Trustee DeGraff, seconded by Trustee Barth, to approve the Board of Trustees meeting minutes, December 17, 2019; Summary of Claims for December 7, 2019 through January 9, 2020 in the amount of \$129,213.02; and the Application for issuance of operator's license request for Jesse Papermaster, Otto's Bayside, which has been approved by the Police Department.  
 Motion carried unanimously.

## IV. CITIZENS AND DELEGATIONS

Open to any citizen who wishes to speak on items not on the agenda. Please note there may be limited discussion on the information received, however, no action will be taken. Please state your name and address for the record.

None

**V. BUSINESS AGENDA**

**A. COMMITTEE AND COMMISSION REPORTS**

**1. Public Safety Committee**

**a. Discussion/action on the December 2019 Police Department Report.**

Chief Larsson provided an overview of the December 2019 Police Department Report stating three new officers have transitioned to the myBlue program due to shift changes as of January 1 and the transition to Glendale Municipal Court has been completed.

Motion by President Dickman, seconded by Trustee Rosenfeld, on acceptance of the December 2019 Police Department Report. Motion carried unanimously.

**b. Discussion/action on the December 2019 Communication Center Report.**

Director Schamott provided an overview of the December 2019 Communication Center Report stating 911 calls are increased due to weather and related vehicle crashes, new hire Yulonda Horton was progressing well in the training program and staff will be speaking with school children at Stormonth Elementary School.

Motion by President Dickman, seconded by Trustee Barth, on acceptance of the December 2019 Communication Center Report. Motion carried unanimously.

**2. Public Works Committee**

**a. Discussion/action on the December 2019 Department of Public Works Report.**

Manager Pederson provided an overview of the December 2019 Department of Public Works Report stating leaf collection was completed, 75 tree removals were completed and the holiday recycling drop-off had a total of 189 cars in three hours. Manager Pederson noted staff would be placing informational stickers on residents' recycling cans.

Motion by President Dickman, seconded by Trustee Barth, on acceptance of the December 2019 Department of Public Works Report. Motion carried unanimously.

**b. Discussion/action on Resolution 20-\_\_\_\_, a resolution proclaiming the celebration of 2020 Arbor Day in the Village of Bayside.**

Motion by Trustee Barth, seconded by Trustee Walny, on approval of Resolution 20-01, a resolution proclaiming the celebration of 2020 Arbor Day in the Village of Bayside. Motion carried unanimously.

**c. Discussion/action on Resolution 20-\_\_\_\_, a resolution proclaiming the celebration of 2020 World Migratory Bird Day in the Village of Bayside.**

Motion by Trustee Barth, seconded by Trustee Rosenfeld, on approval of Resolution 20-02, a resolution proclaiming the celebration of 2020 World Migratory Bird Day in the Village of Bayside. Motion carried unanimously.

**d. Discussion/action on contract award for the 2020 Sanitary Sewer Rehabilitation Project.**

Manager Pederson stated the Village received five competitive bids to complete the 2020 Sanitary Sewer Rehabilitation Project noting Visu-Sewer, Inc. is the low bidder with a total base bid of \$238,872.50. The Village recommends accepting the base bid and rejecting the alternate bid as the City of Mequon is coordinating and paying for the alternate bid.

Motion by President Dickman, seconded by Trustee Barth, on approval of the contract award for the 2020 Sanitary Sewer Rehabilitation Project base bid.

**3. Finance and Administration Committee**

**a. Discussion/action on the December 2019 Administrative Services Report.**

Director Galyardt provided an overview of the December 2019 Administrative Services Report stating the Household Hazardous Waste Clean Sweep grant funds were received and the process to transition to Municipal Court duties being handled by Glendale was completed.

Motion by Trustee DeGraff, seconded by Trustee Walny, on acceptance of the December 2019 Administrative Services Report. Motion carried unanimously.

**b. Discussion/action on the December 2019 Financial Statement and Investment Report.**

Trustee Barth stated revenues and expenditures are on track in all funds with revenues exceeding budgeted amounts.

Motion by Trustee Walny, seconded by Trustee Zitzer, on acceptance of the December 2019 Financial Statement and Investment Report. Motion carried unanimously.

**c. Discussion/action on 2019 Administrative Services Annual Report.**

Director Galyardt stated staff assisted 1,568 voters in two elections, 614 building permits were processed and along with the Community Events Committee hosted three successful events.

Motion by President Dickman, seconded by Trustee Walny, on acceptance of the 2019 Administrative Services Annual Report. Motion carried unanimously.

**d. Discussion/action on update to Identity Theft Prevention Program.**

Manager Pederson stated this is required due to the Stormwater and Sanitary Sewer Utility billing process and an update was recommended to be made to include operating systems.

Motion by Trustee DeGraff, seconded by Trustee Zitzer, on approval of the update to Identity Theft Prevention Program. Motion carried unanimously.

**4. Intergovernmental Cooperation Council – No report.**

**5. Board of Zoning Appeals – No report.**

**6. Architectural Review Committee-No report.**

**7. Plan Commission – No report.**

**8. Library Board**

**a. Discussion/action on the December 2019 Library Report.**

Manager Pederson provided an overview of the December 2019 Library Report stating many discussions had been held this week regarding the draft new Library Services Agreement library funding formula.

Motion by Trustee Barth, seconded by Trustee Rosenfeld, on acceptance of the December 2019 Library Report. Motion carried unanimously.

**9. Community Event Committee-** No report.

**10. North Shore Fire Department** – No report.

**11. Community Development Authority-**No report.

**VI. VILLAGE PRESIDENT'S REPORT** – No report.

**VII. VILLAGE MANAGER'S REPORT**

Manager Pederson stated the Department of Transportation would be holding open houses regarding the upcoming changes on the 1-43 project.

**VIII. VILLAGE ATTORNEY'S REPORT**

**IX. MISCELLANEOUS BUSINESS BY THE TRUSTEES AS MAY PROPERLY BE BROUGHT BEFORE THE BOARD**

**X. CORRESPONDENCE**

**XI. MOTION TO ADJOURN TO CLOSED SESSION**

**A. Pursuant to Section 19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons allow a Closed Session, (Library Services Agreement).**

**B. Pursuant to Section 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 Manager Performance Evaluation).**

Motion by Trustee DeGraff, seconded by Trustee Barth, to adjourn to closed session at 6:35pm Pursuant to Section 19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons allow a Closed Session, (Library Services Agreement) and pursuant to Section 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 Manager Performance Evaluation). Motion carried unanimously by roll call vote.

**XII. MOTION TO RECONVENE IN OPEN SESSION Pursuant to Section 19.85 (2)**

Motion by President Dickman, seconded by Trustee DeGraff, to reconvene in open session at 7:08pm pursuant to Section 19.85 (2). Motion carried unanimously by roll call vote.

**A. Action on items in closed session.**

Trustee Barth provided a summary of the Village Manager 2019 performance evaluation.

**XIII. ADJOURNMENT**

Motion by President Dickman, seconded by Trustee DeGraff, to adjourn the meeting at 7:10pm.  
Motion carried unanimously.

Respectfully submitted,

Lynn Galyardt, Administrative Services Director

**SUMMARY OF CLAIMS**

**January 20, 2020 through February 7, 2020**

January 10, 2020	\$322,719.86
January 23, 2020	\$2,690.35
January 24, 2020	\$402,205.82
January 31, 2020	\$326,860.10
February 7, 2020	\$99,317.01
TOTAL	\$1,153,793.14

## Report Criteria:

Report type: Summary

Check Issue Date	Check Number	Payee	Amount
01/10/2020	35701	ABRAHAM'S ON-SITE SHREDDING SE	91.00
01/10/2020	35702	ACCURATE APPRAISAL LLC	4,980.00
01/10/2020	35703	AMAZON/SYNCB	346.47
01/10/2020	35704	ARIENS, JULIE	6.08
01/10/2020	35705	BARTH, ANNE	5,710.94
01/10/2020	35706	BIRCHLINE PLANNING LLC	900.00
01/10/2020	35707	BOHLEN, MICHAEL	189.64
01/10/2020	35708	CIVIC SYSTEMS	3,348.00
01/10/2020	35709	CUMMINS NPOWER LLC	4,162.24
01/10/2020	35710	CVMIC	65,526.00
01/10/2020	35711	DAVIS & KUELTHAU S.C.	13,805.29
01/10/2020	35712	DIVERSIFIED BENEFIT SERVICES	315.00
01/10/2020	35713	FEHR GRAHAM	364.56
01/10/2020	35714	FILLINGER, JUSTIN	104.10
01/10/2020	35715	FRANZ, STEPHEN	172.62
01/10/2020	35716	GOLDMAN, BARRY J	148.49
01/10/2020	35717	ISM INVESTMENTS	73.44
01/10/2020	35718	KEBBEKUS, KENNETH B	138.99
01/10/2020	35719	Level (3)	1,807.86
01/10/2020	35720	MADACC	328.01
01/10/2020	35721	METRO MUNICIPAL CLERKS ASSOCI	30.00
01/10/2020	35722	MUNICIPAL CODE CORPORATION	476.00
01/10/2020	35723	NORTH SHORE FIRE DEPT-4401	213,422.00
01/10/2020	35724	SAFEBUILT llc	3,205.85
01/10/2020	35725	SECURIAN FINANCIAL GROUP	632.15
01/10/2020	35726	SISSON, DAVID	446.75
01/10/2020	35727	TAYLOR COMPUTER SERVICES INC	19.50
01/10/2020	35728	TOMCZUK, NATHAN	136.30
01/10/2020	35729	VILLAGE OF RIVER HILLS	1,306.88
01/10/2020	35730	WCMA	219.00
01/10/2020	35731	WM RECYCLE AMERICA	306.70
Grand Totals:			<u>322,719.86</u>



Report Criteria:

Report type: Summary

Check.Check number = 35773-35775

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Check Issue Date	Check Number	Payee	Amount
01/23/2020	35773	Dolan, Dermot	804.86
01/23/2020	35774	MOLINSKI, ALYSSA L.	180.00
01/23/2020	35775	NORTH SHORE BANK	1,705.49
Grand Totals:			<u>2,690.35</u>

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## Report Criteria:

Report type: Summary

Check Issue Date	Check Number	Payee	Amount
01/24/2020	35739	ALADTEC INC	2,620.00
01/24/2020	35740	AMAZON/SYNCB	505.78
01/24/2020	35741	ARLINGTON COMPUTER PRODUCTS	704.00
01/24/2020	35742	CENTURYLINK	3,615.72
01/24/2020	35743	CITY OF MEQUON	1,063.28
01/24/2020	35744	CTS Group	4,460.85
01/24/2020	35745	CUMMINS NPOWER LLC	186.00
01/24/2020	35746	CVMIC	5,134.00
01/24/2020	35747	DEER CREEK TECHNOLOGIES LLC	275.00
01/24/2020	35748	DIGGERS HOTLINE INC	41.60
01/24/2020	35749	EGGERS IMPRINTS	873.00
01/24/2020	35750	GENERAL FIRE EQUIPMENT	343.45
01/24/2020	35751	HUMPHREY SERVICE PARTS INC	578.30
01/24/2020	35752	JOURNAL SENTINAL-78932	45.46
01/24/2020	35753	KAIN ENERGY CORP	820.00
01/24/2020	35754	KAPUR & ASSOCIATES	23,057.28
01/24/2020	35755	MATHESON TRI-GAS INC DEPT 3028	46.13
01/24/2020	35756	MCKEW, DONALD	151.17
01/24/2020	35757	MILWAUKEE COUNTY OFFICE OF TH	92.86
01/24/2020	35758	Milwaukee Metropolitan Sewerage	65,345.87
01/24/2020	35759	MUNICIPAL CODE CORPORATION	259.62
01/24/2020	35760	PARTNERS MFG GROUP	1,987.61
01/24/2020	35761	POND, ROBERT	156.98
01/24/2020	35762	PROPHOENIX CORPORATION	99,219.33
01/24/2020	35763	STARK PAVEMENT CORPORATION	186,765.52
01/24/2020	35764	WI DEPT OF JUSTICE - TIME	2,166.00
01/24/2020	35765	X-CENTRIC	980.00
01/24/2020	999996969	CARTER, JULIE	711.01
Grand Totals:			402,205.82

Report Criteria:  
Report type: Summary

Check Issue Date	Check Number	Payee	Amount
01/31/2020	35780	ALLIANCE FOR INNOVATION	40.00
01/31/2020	35781	AT&T	1,337.60
01/31/2020	35782	AT&T MOBILITY	27.69
01/31/2020	35783	CONVERGED TECHNOLOGY PROFE	9,488.72
01/31/2020	35784	CTS Group	293,245.87
01/31/2020	35785	GREATAMERICA FINANCIAL SERVIC	328.00
01/31/2020	35786	HOUSE OF CORRECTIONS	298.90
01/31/2020	35787	HUMPHREY SERVICE PARTS INC	160.21
01/31/2020	35788	LV ENTERPRISES, LLC	3,953.00
01/31/2020	35789	MCLEEA	135.00
01/31/2020	35790	MID-AMERICAN RESEARCH CHEMI	4,907.00
01/31/2020	35791	MJ GUNSMITHING LLC	100.00
01/31/2020	35792	PROFESSIONAL COMM SYSTEMS OF	680.00
01/31/2020	35793	RENEWABLE FOREST PRODUCTS, IN	6,500.00
01/31/2020	35794	VILLAGE OF BROWN DEER	500.00
01/31/2020	35795	WAUKESHA COUNTY TECH COLLEG	465.00
01/31/2020	35796	WE ENERGIES	3,331.61
01/31/2020	35797	WI DEPT OF JUSTICE - TIME	600.00
01/31/2020	35798	WILEAG	350.00
01/31/2020	35799	WM RECYCLE AMERICA	411.50
Grand Totals:			326,860.10

Report Criteria:  
Report type: Summary

Check Issue Date	Check Number	Payee	Amount
02/07/2020	35803	AMAZON/SYNCB	754.93
02/07/2020	35804	ARLINGTON COMPUTER PRODUCTS	12,081.50
02/07/2020	35805	BAYCOM	252.50
02/07/2020	35806	BTAC ACQUISTION CORP	1,496.78
02/07/2020	35807	C K C Graphics and Signs	2,300.00
02/07/2020	35808	DAVIS & KUELTHAU S.C.	5,061.85
02/07/2020	35809	DIVERSIFIED BENEFIT SERVICES	234.15
02/07/2020	35810	ELECTRICAL CONCEPTS	866.81
02/07/2020	35811	GREENLIGHT E RECYCLING LLC	1,310.00
02/07/2020	35812	HERBST OIL	5,875.40
02/07/2020	35813	HOLLOWAY, CHUCKSON	200.00
02/07/2020	35814	JOHNSON, TYANN	246.72
02/07/2020	35815	KUSTOM SIGNALS INC	4,405.00
02/07/2020	35816	MATC	150.12
02/07/2020	35817	MATHESON TRI-GAS INC DEPT 3028	46.13
02/07/2020	35818	MIDWEST TAPE, LLC	99.70
02/07/2020	35819	MILWAUKEE COUNTY EMS	5,712.00
02/07/2020	35820	MILWAUKEE COUNTY FEDERATED LI	40,100.00
02/07/2020	35821	PACKERLAND RENT-A-MAT, INC.	121.28
02/07/2020	35822	PARTNERS MFG GROUP	493.18
02/07/2020	35823	RMC, LLC	448.00
02/07/2020	35824	STARK PAVEMENT CORPORATION	4,890.00
02/07/2020	35825	WE ENERGIES	7,124.22
02/07/2020	35826	X-CENTRIC	810.00
02/07/2020	35827	ZACKER, RONALD J	3,861.74
02/07/2020	35828	Void Check	.00
02/07/2020	35829	FRANKLIN EQUIPMENT	375.00
Grand Totals:			99,317.01

<b>VILLAGE OF BAYSIDE POLICY: HR009</b>	Title: <b>Family and Medical Leave Act (FMLA)</b>	
	Issue date: February 6, 2020	Updated: February 6, 2020
Policy Source: Human Resources	Policy Audience: All Employees	Section: Human Resources  Total pages: 10

I. PURPOSE

This policy outlines the eligibility requirements and procedures for Village of Bayside employees under the Wisconsin Family and Medical Leave Act (FMLA), section 103.10, Wisconsin Statutes, and the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. § et seq., as amended.

II. POLICY

It is the policy of the Village of Bayside to provide The Family and Medical Leave Acts provide eligible employees with up to 12 workweeks of unpaid protected leave each calendar year for specified family and medical reasons. The eligibility and entitlements are defined differently under federal and state law.

III. WISCONSIN FAMILY AND MEDICAL LEAVE ACT (WISCONSIN FMLA)

A. Eligibility for Wisconsin FMLA

1. To be eligible for Wisconsin FMLA, a Village employee must have completed 52 consecutive weeks of service, and at least 1,000 hours of service in the 52 weeks immediately prior to the leave commencing.

B. Benefits Under the Wisconsin FMLA

1. For an employee's own serious health condition; 2 weeks
2. For the care of an employee's spouse, domestic partner (as defined in section 40.02(21c) or section 770.01(1) of the Wisconsin Statutes), child, parent, parent-in-law or parent of domestic partner who has a serious health condition; 2 weeks.

In the case of leave to care for a child age eighteen (18) or older, the medical certification must establish that the child cannot care for himself or herself because of a serious health condition.

3. For the birth of the employee's child, placement for adoption or foster care as a precondition to adoption under Wisconsin State Statute 48.90(2) or to care for the employee's newborn child; 6 weeks.
4. Substitution of Paid Leave- Wisconsin FMLA  
An employee may substitute accrued paid, medical leave bank (MLB), vacation, compensatory time, or vacation for unpaid Wisconsin FMLA leave.

#### IV. FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA)

A. Employees are eligible for PTO upon hire or transfer into an eligible position.

1. To be eligible for federal FMLA leave, an employee must have worked for the Village of Bayside for 12 months, which need not be continuous, and also have worked a minimum of 1,250 hours during the previous 12 months. An employee does not have to have worked for 12 months in a row (seasonal work counts), but if there is a break in service that lasted more than seven years, the period of employment prior to the seven-year break does not count (except if the break was due to National Guard or Reserve duty, or a written agreement exists where the employer intends to rehire the employee after break in service).

B. Federal FMLA Benefits

1. The Federal FMLA entitles eligible Village employees to a combined maximum of twelve (12) weeks of leave per calendar year for any one or combination of the following reasons:

1. For an employee's own serious health condition, such as an illness, injury, impairment, or physical or mental condition that also involves one of the following:
  - a. Two (2) visits to a health care provider for the condition within 30 days of the first day of a period of incapacity, and the first visit to the provider must take place within seven (7) days of the first day of incapacity, or
  - b. More than three (3) consecutive full calendar days of incapacity plus a regimen of continuing treatment or
  - c. For a serious chronic health condition, at least two (2) visits to a health care provider per year.
2. For the care of an employee's spouse, child, or parent who has a serious health condition.

In the case of leave to care for a child age eighteen (18) or older, in addition to having a serious health condition, the medical certification must establish that the child is incapable of self-care because of a mental or physical disability. The term "incapable of self-care" means that the person needs daily assistance or supervision to provide daily self-care in several of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs), which include caring for one's grooming and hygiene, bathing, dressing, eating, cooking cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories and using a post office.

3. For the birth, placement for adoption of to care for the employee's newborn child. Entitlement to leave in connection with the birth of a child expires twelve (12) months after the child is born or place for adoption.

C. Substitution of Paid Leave- Federal FMLA

1. Federal law permits an employee to substitute accrued medical leave bank, paid time off (PTO), vacation or compensatory time for unpaid FMLA leave.
2. Federal law permits an employer to require that an employee substitute applicable accrued paid leave for unpaid FMLA leave and employees on FMLA leave under the federal law will be required to substitute such paid leave to the extent it is available. In the event an employee has more than one source of accrued paid leave available and eligible for substitution (such as vacation, compensatory time, paid time off, or medical leave bank), the employee may choose which source of other accrued paid leave shall be applied for substitution.

V. EMPLOYEE RESPONSIBILITIES

A. Provide Advance Notice for Leaves that are Foreseeable

For leaves that are foreseeable, an employee must submit a request for leave at least 30 days prior to when the leave would begin, or as soon as practicable, meaning the same business day or following business day that the need for leave became known. Any period of delay may result in the denial of FMLA leave.

B. Comply with Village Call-in

Employees must comply with the Village's notification policy or established call-in procedures for reporting absences. Any period of delay in notification may result in the denial of FMLA leave

C. Notifying the Department in an Emergency situation

In emergency situations, where the need for leave was not foreseeable (for example, a sudden serious health condition), an employee shall contact his or her immediate supervisor as well as the FMLA Administrator as soon as practicable following the beginning of the leave of absence. When this occurs, the leave may be approved on a provisional basis, with final approval being contingent upon receipt of the completed appropriate forms.

D. Provide Sufficient and Complete Information

Employees must provide sufficient and complete information regarding the reason they are requesting leave, the timing of the leave, and when they are expected to return to work.

E. Scheduling and Notice of Planned Medical Treatment or to Care for a Family member

If an employee intends to take FMLA because of planned medical treatment or for care of a spouse, parent or child, the employee must:

1. Make a reasonable effort to schedule the medical treatment or supervision so that it does not unduly disrupt their department's operations, subject to the approval of the health care provider involved; and

2. Give their department advance notice of the medical treatment or supervision in a reasonable and practicable manner.

F. Notify the FMLA Administrator if there is a Need for Additional Leave Time

If an employee needs additional leave time, he/she must contact the FMLA Administrator prior to the time he/she is expected to return and make necessary arrangements. Failure to return from leave may result in loss of right to reinstatement.

VI. REQUIRED FORMS

A. Medical Certification Forms

1. For Employee's Serious Health Condition

1. Employees must have their health care provider complete the Certification of Healthcare Provider for Employee's Serious Health Condition form. Information provided on the medical certification must be complete and sufficient.

2. Clarification of Information on Medical Certification Form

1. If the medical certification is incomplete or insufficient, the FMLA Administrator must notify the affected employee via the FMLA Designation Notice, stating the additional information required. The Employee will have seven (7) calendar days to provide the additional information. If an employee fails to submit a complete and sufficient medical certification despite the opportunity to correct the deficiency, FMLA leave may be denied.
2. The FMLA Administrator, but not the employee's immediate supervisor, may ask the employee's health care provider to clarify information provided on the medical certification form. The FMLA Administrator may contact the health care provider directly to authenticate a Certification. With the employee's written permission, FMLA Administrator may contact the employee's health care provider to clarify information on the medical certification or discuss incomplete information.

3. For Family Member's Serious Health Condition

1. Employees must have a health care provider complete the Certification of Healthcare Provider for Family Member's Serious Health Condition form. Information provided on the medical certification must be complete and sufficient.

B. Recertification- Federal FMLA

1. The following events may trigger a requirement for medical recertification and the timing of the certification:



1. When a serious health condition extends beyond a single year an annual medical certification may be required in January or upon first request in new calendar year.
2. A medical certification may be required every six (6) months in connection with a reported absence for Federal and/or State leave.
3. When there is a significant change in the circumstances described in a previous certification (for example, the duration or frequency of the absence, the nature or severity of the illness, complications), a new medical certification may be required.
4. When a certification is submitted under circumstances where there is reason to doubt the validity of the medical certification, a new medical certification may be required.

C. Return to Work Release- Federal FMLA

1. Notification to employee via the FMLA Designation Notice: At the time leave is approved the village will notify employees in writing whether a return to work release is required prior to returning to work.
2. A return to work release will be required from employees returning from continuous FMLA leaves of five (5) days or longer.
3. During intermittent or reduced schedule FMLA, a return to work release can be required every 30 days if a reasonable safety concern exists.
4. Required return to work release must be complete and sufficient. If a required return to work release is not complete or sufficient, employees will be notified in writing of the deficiencies and given seven (7) calendar days to provide the required information. If the employee fails to provide the required information, the Village of Bayside may delay the employee's return to work or deny the leave.

VII. PURSUANT TO STATE AND FEDERAL LAWS, THE VILLAGE OF BAYSIDE'S ADMINISTRATION OF THE FMLA BENEFIT INCLUDES THE FOLLOWING:

- A. Wisconsin and Federal Family and Medical Leave Act benefits run concurrently for a combined maximum of 12 (twelve) weeks of FMLA per calendar year.
- B. Requires employees to substitute paid leave to the extent it is available when utilizing Federal FMLA.
- C. Paid leave includes medical leave bank, vacation, PTO, and compensatory time and donated accrued time off, as permitted under the state and federal laws, respectively.
- D. Adopting the standard under Federal FMLA to limit spouses who are both employees of the Village to a combined total of twelve (12) weeks of FMLA leave during any calendar year for

the birth or placement of a child or for the care of a parent with serious health condition.

- E. The Village will provide FMLA notices to the employee within five (5) business days.
- F. The employee will be restored to the same or an equivalent job upon return from leave.
- G. During an FMLA leave, the Village will maintain the employee's health and dental insurance coverage. Employees will continue to pay their share of the premium contributions for health and dental insurance during the time of their leave. While on unpaid FMLA, the employee will be billed for their monthly premium and failure to make payments will result in termination of health and dental benefits.
- H. If the employee fails to return to work after taking FMLA leave and the failure is not due to circumstances which would otherwise entitle the employee to FMLA leave or are otherwise beyond the employee's control, the employee is liable for the payment of all health and dental insurance premiums paid by the Village during the unpaid portion of the FMLA leave.
- I. Employees may voluntarily settle or release their FMLA claims without court approval. Employees may not, however, prospectively or retroactively waive their FMLA rights.
- J. The Village shall adjust employees' service time for all unpaid FMLA leave periods.
- K. An employee absent from work due to leave under the FMLA is not entitled to unemployment compensation benefits.

#### VIII. FEDERAL MILITARY FAMILY LEAVE

##### A. Eligibility

1. To be eligible, an employee must have worked for the Village of Bayside for 12 months, which need not be continuous, and worked a minimum of 1,250 hours during the previous 12 months. An employee does not have to have worked for 12 months in a row (seasonal work counts), but if there is a break in service that lasted more than seven years, the period of employment prior to the seven-year break does not count, except if the break was due to National Guard or Reserve duty or a written agreement exists where the employer intends to rehire employee after break in service.
2. Village employees may not substitute paid sick leave for Federal Military Family Leave. Other forms of accrued paid leave, however, such as vacation, PTO, medical leave bank, and compensatory time, may be substituted for Federal Military Family Leave.
3. When spouses are both employed by the Village, they are limited to a combined total of 26 workweeks in a "single 12-month period" if the leave is to care for a covered servicemember with a serious injury or illness.

##### B. Military Caregiver Leave

Eligible employees may take up to 26 work weeks of unpaid time during a single 12-month period to care for a covered servicemember with a serious illness or injury incurred in the line of duty. Next of kin may qualify as caregivers.

1. An eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness may take up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the servicemember.
2. A "covered servicemember" is
  1. current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or
  2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness
3. A "covered veteran" is a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.
4. A "serious injury or illness" of a servicemember is one that
  1. Was incurred by a servicemember in the line of duty on active duty, or
  2. Existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.
5. A "serious injury or illness" of a covered veteran is one that was incurred by the veteran in the line of duty on active duty (or existed before the beginning of the veteran's active duty and was aggravated by service in the line of duty on active duty and manifested itself before the servicemember became a covered veteran and is either:
  1. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or rating; or
  2. a physical or mental condition for which the covered veteran has received U.S. Department of Veterans Affairs Service-Related Disability Rating of 50% or greater, and such rating is based in whole or in part, on the condition precipitating the need for leave; or

3. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service; or
  4. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregiver.
6. The "single 12-month period" for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later.
  7. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered servicemember.)

C. Qualifying Exigency Leave

1. Eligible employees may use 12 unpaid work weeks of normal FMLA leave for "any qualifying exigency" arising from a member of the Regular Armed Forces, National Guard or Reserves called to active duty or on active duty as the result of a federal call to active duty with deployment to a foreign country.
2. An eligible employee may take up to a total of 12 workweeks of unpaid leave during the normal 12-month period established by the employer for FMLA leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation.
3. "Qualifying exigencies" are:
  1. Issues arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of seven (7) days from the date of notification.
  2. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
  3. Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are

necessary due to circumstances arising from the active duty or call to active duty of the covered military member;

4. Making or updating financial and legal arrangements to address a covered military member's absence.
5. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active military member who is on short-term duty or call to active duty status of the covered military member;
6. Taking up to fifteen (15) days of leave to spend time with a covered temporary, rest and recuperation leave during deployment.
7. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member.

#### D. Intermittent Military Family Leave

1. FMLA leave may be taken intermittently whenever medically necessary to care for a covered servicemember with a serious injury or illness. FMLA leave also may be taken intermittently for a qualifying exigency arising out of the active duty status or call to active duty of a covered military member.
2. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the department's operation.

#### E. Notice Requirements for Military Family Leave

##### 1. Employee Notice

1. Employees seeking to use military caregiver leave must provide 30 days advance notice of the need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered servicemember. If is foreseeable but 30 days advance notice is not practicable, the employee must provide notice as soon as practicable – generally, either the same or next business day.
2. An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable.
3. When the need for military family leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case.

2. Designation of Leave as Counting Against FMLA Entitlements

When Military Family Leave is being taken for an FMLA-qualifying reason, the Village will notify the employee that the leave is designated and will be counted as FMLA leave. The Village will designate leave that qualifies as both leave to care for a covered servicemember with a serious injury or illness and leave to care for a qualifying family member with a serious health condition as leave to care for a covered servicemember in the first instance.

F. Certification Requirements for Military Family Leave

1. A request for military family leave must be supported by an appropriate certification in the form titled Certification of Qualifying Exigency for Military Family Leave or Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave.
2. The Village may use a health care provider, a human resource professional, a departmental FMLA Administrator, or a management official – but not the employee’s direct supervisor – to authenticate or clarify a medical certification of a serious injury or illness, or an Invitational Travel Order or Invitational Travel Authorization.
3. The Village of Bayside may contact the individual or entity named in a certification of leave for a qualifying exigency for purposes of verifying the existence and nature of the meeting.

## Summary Chart on Federal and Wisconsin FMLA for Village of Bayside Employees

FMLA LEAVE TYPE	ANNUAL LEAVE STATE	ANNUAL LEAVE FEDERAL	PAID LEAVE SUBSTITUTION ALLOWED WITH FMLA	NOTES
SHC - Self	2 weeks paid or unpaid	12 weeks paid before unpaid	STATE: sick leave, medical leave bank, PTO compensatory time, or vacation FEDERAL: sick leave, medical leave bank, PTO, compensatory time or vacation	SHC: Serious Health Condition FMLA under state and federal run concurrently when employee is eligible for both
SHC - Family member including spouse, domestic partner*, child, parent, parent-in-law or parent of domestic partner*	2 weeks paid or unpaid		STATE: medical leave bank, sick leave, PTO compensatory time, or vacation	SHC: Serious Health Condition *Domestic Partner: as defined in section 40.02(21c) or section 770.01(1) of the Wisconsin Statutes FMLA under state and federal run concurrently when employee is eligible for both
SHC - Family member including spouse, parent, child or child of domestic partner		12 weeks paid before unpaid	FEDERAL: medical leave bank, PTO, compensatory time or vacation	SHC: Serious Health Condition FMLA under state and federal run concurrently when employee is eligible for both. Spouses who are both employed by the Village are capped at a combined 12 weeks of leave to care for a parent and for birth/placement of a child
Birth/placement for adoption	6 weeks paid or unpaid	12 weeks paid before unpaid	STATE: medical leave bank, sick leave, PTO compensatory time, or vacation FEDERAL: medical leave bank, PTO, compensatory time or vacation	STATE: commence within 16 weeks of birth, limited to 6 weeks per birth or placement event, regardless of calendar year/placement FEDERAL: commence within 1 year of birth/placement FMLA under state and federal run concurrently when employee is eligible for both. Spouses who are both employed by the Village are capped at a combined 12 weeks of leave for birth or placement and to care for a parent
Foster Care	No provision.	12 weeks paid before unpaid	FEDERAL: compensatory time or PTO, vacation	FMLA must commence within 12 months of placement for foster care
Intermittent	Permitted for all types of family and medical leaves	Permitted for SHC; not permitted for birth/adoption unless employer agrees		FMLA Administrator may request updated certification intermittently, but at least annually.

**NOTES:**  
Paid Leave: Employee may choose whether to substitute paid or unpaid FMLA under state; employee must substitute paid leave when utilizing federal FMLA before going unpaid.

Employee may choose which source of allowed paid leave to apply for substitution when utilizing the FMLA benefit. Annual leave entitlement is based on calendar year

FMLA under state and federal run concurrently; federal entitlement is capped at 12 weeks total for all reasons except for military caregiver leave, see Employee's Guide to Military Family Leave for further details  
Medical Certification for chronic conditions should be updated each calendar year.



## FMLA Notice of Eligibility and Notice of Employee Rights & Responsibilities

<b>TO:</b> <i>(Employee Name)</i>
<b>FROM:</b> <i>(Employer Representative)</i>
<b>DATE:</b>
On _____, you informed us that you needed leave beginning on _____ for

### EMPLOYEE NOTICE OF ELIGIBILITY

This Notice is to inform you that you:

- Have met the requirement of length of service needed to apply for FMLA leave (see next section for Rights and Responsibilities).
- Are **not** eligible for FMLA leave, because *(only one reason need be checked, although you may not be eligible for other reasons)*:
  - You have not met the FMLA's 12-month length of service requirement. As of the first day of requested leave, you will have worked approximately \_\_\_\_\_ months towards this requirement.
  - You have not met the FMLA's hours of service requirement.

### NOTICE OF EMPLOYEE RIGHTS & RESPONSIBILITIES FOR TAKING FMLA

As explained above, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. However, in order to determine whether your absence qualifies as FMLA leave, you must return the following information by \_\_\_\_\_ (date). *(If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances.)* If sufficient information is not provided in a timely manner, your leave may be denied.

- Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request  *is*  *is not* enclosed.
- Sufficient documentation to establish the required relationship between you and your family member.
- Other information needed *(such as documentation for military family leave)*:
- No additional information requested.

If your leave does qualify as FMLA leave you will have the following responsibilities while on FMLA leave:

- The Village of Bayside will maintain your health and dental insurance coverage. You will continue to pay your share of the premium contributions for health and dental insurance during the time of your leave. While on unpaid FMLA, you will be billed for your monthly premium and failure to make payments will result in termination of health and dental benefits. Questions should be directed to the FMLA Administrator at (414)206-3912.



- If you fail to return to work after taking FMLA leave and the failure is not due to circumstances which would otherwise entitle you to FMLA leave or are otherwise beyond your control, you are liable for the payment of all health and dental insurance premiums paid by the Village of Bayside during the unpaid portion of the FMLA leave.
- You must submit a Request for FMLA form to cover each pay period of absence.
- You must provide at least a 2-day advance notice of your intent to return to work earlier than indicated on the medical certification.

- You will be required to use your accrued paid sick, medical leave, PTO, vacation and/or compensatory time during your Federal FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement. If you do not have accrued paid leave available, you may take unpaid FMLA leave. Your service date is adjusted for all unpaid time.

If your leave does qualify as FMLA leave you will have the following rights while on FMLA leave:

1. You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated on a calendar year basis (January – December).
2. You have the right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on \_\_\_\_\_ (date).
3. Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work as long as you continue to make your share of the premium payment.
4. You must be restored to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
5. If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; 2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

Once we obtain the information from you as specified above, we will inform you, within 5 business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have questions please do not hesitate to contact your departmental FMLA Administrator, \_\_\_\_\_ at (414)\_\_\_\_\_.



# REQUEST FOR FAMILY AND MEDICAL LEAVE

## Under the Federal FMLA and/or Wisconsin FMLA

Please complete this form for each instance of leave requested and submit along with the certification form if appropriate to your departmental FMLA Leave Administrator. (Medical Certifications may be provided in sealed envelope for confidentiality.) A new request form is to be completed for each pay period in which FMLA leave is requested. You will be notified whether your request is approved or denied.

### EMPLOYEE INFORMATION

Name:	ID #:
Department:	E-Mail:
Job Title:	Phone: ( )

### TYPE OF LEAVE

Medical Leave for Employee's Own Serious Health Condition.

Family Leave to Care for Family Member with a Serious Health Condition  
 Name of Family Member: \_\_\_\_\_  
 Address: \_\_\_\_\_ (City/State)  
 Relationship to Employee: \_\_\_\_\_ If Son or Daughter, Date of Birth: \_\_\_\_\_

*Indicate Spouse, Domestic Partner\*, Parent, Son, Daughter, Parent-in-Law, or Parent of Domestic Partner\**  
*\*Domestic Partner for WFMLA only: as defined in section 40.02(21c) or section 770.01(1) of the Wisconsin Statutes*

Family Leave For:  
 Birth of My Child  
 Placement of a Child with me for Adoption  
 Placement of a Child with me for Foster Care (Federal FMLA only)  
 Anticipated date of Birth or Placement: \_\_\_\_\_ Actual Date of Birth or Placement: \_\_\_\_\_

Military Family Leave to Care for a Covered Service Member with a Serious Health Condition  
 Name of Service Member: \_\_\_\_\_ Relationship to Employee: \_\_\_\_\_

Military Family Leave Exigency Leave  
 Name of Service Member: \_\_\_\_\_ Relationship to Employee: \_\_\_\_\_

### AMOUNT OF LEAVE REQUESTED

		Medical Leave	Vacation	Comp. Time	Holiday	Unpaid Leave
List the Date/Month/Year	From:					
	To:					
Total Hours:						

### EMPLOYEE CERTIFICATION AND SIGNATURE

I hereby certify that the information given is true and correct to the best of my knowledge. I understand that misrepresentation of the reason for leave or any of the facts supporting the need for leave may result in denial of the leave and disciplinary action up to and including discharge:

<i>Employee Signature</i>	<i>Date</i>

- Reviewed by FMLA Administrator on \_\_\_\_\_
- Reviewed by Supervisor on \_\_\_\_\_
- Payroll File

Certification of Health Care Provider for  
Employee's Serious Health Condition  
(Family and Medical Leave Act)

U.S. Department of Labor

Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT

OMB Control Number: 1235-0003

Expires: 8/31/2021

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: \_\_\_\_\_

Employee's job title: \_\_\_\_\_ Regular work schedule: \_\_\_\_\_

Employee's essential job functions: \_\_\_\_\_

Check if job description is attached: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: \_\_\_\_\_  
First Middle Last

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: ( ) Fax: ( )

**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No  Yes. If so, dates of admission:

\_\_\_\_\_

Date(s) you treated the patient for condition:

\_\_\_\_\_

Will the patient need to have treatment visits at least twice per year due to the condition?  No  Yes.

Was medication, other than over-the-counter medication, prescribed?  No  Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?  
 No  Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_

2. Is the medical condition pregnancy?  No  Yes. If so, expected delivery date: \_\_\_\_\_

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition:  No  Yes.

If so, identify the job functions the employee is unable to perform:

\_\_\_\_\_

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART B: AMOUNT OF LEAVE NEEDED**

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? \_\_\_ No \_\_\_ Yes.

If so, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? \_\_\_ No \_\_\_ Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?  
\_\_\_ No \_\_\_ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

\_\_\_\_\_

Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? \_\_\_ No \_\_\_ Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?  
\_\_\_ No \_\_\_ Yes. If so, explain:

\_\_\_\_\_  
\_\_\_\_\_

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Certification of Health Care Provider for  
Family Member's Serious Health Condition  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

OMB Control Number: 1235-0003  
Expires: 8/31/2021

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: \_\_\_\_\_  
First Middle Last

Name of family member for whom you will provide care: \_\_\_\_\_  
First Middle Last

Relationship of family member to you: \_\_\_\_\_

If family member is your son or daughter, date of birth: \_\_\_\_\_

Describe care you will provide to your family member and estimate leave needed to provide care:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?  
 No  Yes. If so, dates of admission: \_\_\_\_\_

Date(s) you treated the patient for condition: \_\_\_\_\_

Was medication, other than over-the-counter medication, prescribed?  No  Yes.

Will the patient need to have treatment visits at least twice per year due to the condition?  No  Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?  
 No  Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_  
\_\_\_\_\_

2. Is the medical condition pregnancy?  No  Yes. If so, expected delivery date: \_\_\_\_\_

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such as medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**PART B: AMOUNT OF CARE NEEDED:** When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care.

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? \_\_\_ No \_\_\_ Yes.

Estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

During this time, will the patient need care? \_\_\_ No \_\_\_ Yes.

Explain the care needed by the patient and why such care is medically necessary:

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5. Will the patient require follow-up treatments, including any time for recovery? \_\_\_ No \_\_\_ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

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Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

---

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? \_\_\_ No \_\_\_ Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

Explain the care needed by the patient, and why such care is medically necessary:

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7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? \_\_\_ No \_\_\_ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_ times per \_\_\_ week(s) \_\_\_ month(s)

Duration: \_\_\_ hours or \_\_\_ day(s) per episode

Does the patient need care during these flare-ups? \_\_\_ No \_\_\_ Yes.

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Health Care Provider**

\_\_\_\_\_  
**Date**

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

# Certification For Disabled Adult Child For Coverage Under FMLA

Employee Name: \_\_\_\_\_ Patient Name: \_\_\_\_\_

Company Name: \_\_\_\_\_ FMLA Leave Number: \_\_\_\_\_

This form must be completed, along with the Certification Form for Leave for care of a Family Member, and returned to us via fax.

An employee may take FMLA leave to care for a child who is 18 years of age or older if the adult child is incapable of self-care because of a mental or physical disability. A disability is a condition that substantially limits a major life activity. The adult child is incapable of self-care if active assistance or supervision is required to provide daily self-care in three or more activities of daily living. The presence of a disability should be evaluated based on the adult child's condition at the time that the leave is to commence.

## **Step 1: Certify that a Disability Exists.**

At the time of leave, does your patient have a physical or mental impairment that substantially limits a major life activity as compared to most people?  Yes  No

*If yes, what major life activity/ies is/are limited by the impairment?*

- |  |  |                                   |                                   |  |
|--|--|-----------------------------------|-----------------------------------|--|
| <input type="checkbox"/> Bending         | <input type="checkbox"/> Hearing                 | <input type="checkbox"/> Reaching | <input type="checkbox"/> Speaking | <input type="checkbox"/> Other: (describe) |
| <input type="checkbox"/> Breathing       | <input type="checkbox"/> Interacting With Others | <input type="checkbox"/> Reading  | <input type="checkbox"/> Standing |  |
| <input type="checkbox"/> Caring For Self | <input type="checkbox"/> Learning                | <input type="checkbox"/> Seeing   | <input type="checkbox"/> Thinking |  |
| <input type="checkbox"/> Concentrating   | <input type="checkbox"/> Lifting                 | <input type="checkbox"/> Sitting  | <input type="checkbox"/> Walking  |  |
| <input type="checkbox"/> Eating          | <input type="checkbox"/> Performing Manual Tasks | <input type="checkbox"/> Sleeping | <input type="checkbox"/> Working  |  |

*If yes, what major bodily function(s) is/are affected by the impairment?*

- |   |  |  |  |
|---|--|--|--|
| <input type="checkbox"/> Bladder        | <input type="checkbox"/> Digestive     | <input type="checkbox"/> Lymphatic             | <input type="checkbox"/> Reproductive                |
| <input type="checkbox"/> Bowel          | <input type="checkbox"/> Endocrine     | <input type="checkbox"/> Musculoskeletal       | <input type="checkbox"/> Respiratory                 |
| <input type="checkbox"/> Brain          | <input type="checkbox"/> Genitourinary | <input type="checkbox"/> Neurological          | <input type="checkbox"/> Special Sense Organs & Skin |
| <input type="checkbox"/> Cardiovascular | <input type="checkbox"/> Hemic         | <input type="checkbox"/> Normal Cell Growth    | <input type="checkbox"/> Other: (describe)           |
| <input type="checkbox"/> Circulatory    | <input type="checkbox"/> Immune        | <input type="checkbox"/> Operation of an Organ |  |

What is the expected duration of the impairment, including any residual effects?

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

## **Step 2: Describe Assistance Needed with Self-Care.**

At the time of the leave, is that patient incapable of completing at least three (3) activities of daily living, such as bathing, dressing, cooking or taking public transportation, and require assistance from the parent requesting FMLA leave?  Yes  No

*If yes, what three (3) activities of daily living is your patient incapable of? Please describe.*

\_\_\_\_\_  
\_\_\_\_\_

## **Step 3: Sign.**

Medical Professional's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: 877-462-3652

Confidential Fax: 877-309-0218

Certification for Serious Injury or  
Illness of a Current  
Servicemember - -for Military Family Leave  
(Family and Medical Leave Act)

U.S. Department of Labor

Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT

OMB Control Number: 1235-0003  
Expires: 8/31/2021

**Notice to the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a serious injury or illness of a current servicemember to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 CFR 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 CFR 1635.9, if the Genetic Information Nondiscrimination Act applies.

**SECTION I: For Completion by the EMPLOYEE and/or the CURRENT SERVICEMEMBER for whom the Employee Is Requesting Leave**

**INSTRUCTIONS to the EMPLOYEE or CURRENT SERVICEMEMBER:** Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a servicemember. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. 2613, 2614(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 CFR 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

**SECTION II: For Completion by a UNITED STATES DEPARTMENT OF DEFENSE ("DOD") HEALTH CARE PROVIDER or a HEALTH CARE PROVIDER who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 CFR 825.125**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed on Page 2 has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

A complete and sufficient certification to support a request for FMLA leave due to a current servicemember's serious injury or illness includes written documentation confirming that the servicemember's injury or illness was incurred in the line of duty on active duty or if not, that the current servicemember's injury or illness existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that the current servicemember is undergoing treatment for such injury or illness by a health care provider listed above. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the servicemember's condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 CFR 1635.3(f), or genetic services, as defined in 29 CFR 1635.3(e).

**SECTION I: For Completion by the EMPLOYEE and/or the CURRENT SERVICEMEMBER for whom the Employee Is Requesting Leave:**

(This section must be completed first before any of the below sections can be completed by a health care provider.)

**Part A: EMPLOYEE INFORMATION**

Name and Address of Employer (this is the employer of the employee requesting leave to care for the current servicemember):

\_\_\_\_\_  
Name of Employee Requesting Leave to Care for the Current Servicemember:

\_\_\_\_\_  
First Middle Last

Name of the Current Servicemember (for whom employee is requesting leave to care):

\_\_\_\_\_  
First Middle Last

Relationship of Employee to the Current Servicemember:

Spouse  Parent  Son  Daughter  Next of Kin

**Part B: SERVICEMEMBER INFORMATION**

(1) Is the Servicemember a Current Member of the Regular Armed Forces, the National Guard or Reserves?  
Yes  No

If yes, please provide the servicemember's military branch, rank and unit currently assigned to:

\_\_\_\_\_

Is the servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as a medical hold or warrior transition unit)?

Yes  No

If yes, please provide the name of the medical treatment facility or unit:

\_\_\_\_\_

(2) Is the Servicemember on the Temporary Disability Retired List (TDRL)?  
Yes  No

**Part C: CARE TO BE PROVIDED TO THE SERVICEMEMBER**

Describe the Care to Be Provided to the Current Servicemember and an Estimate of the Leave Needed to Provide the Care:

\_\_\_\_\_

**SECTION II: For Completion by a United States Department of Defense ("DOD") Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 CFR 825.125. If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator).**

(Please ensure that Section I above has been completed before completing this section. Please be sure to sign the form on the last page.)

**Part A: HEALTH CARE PROVIDER INFORMATION**

Health Care Provider's Name and Business Address: \_\_\_\_\_

Type of Practice/Medical Specialty: \_\_\_\_\_

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; (4) a DOD non-network TRICARE authorized private health care provider, or (5) a health care provider as defined in 29 CFR 825.125:

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**PART B: MEDICAL STATUS**

(1) The current Servicemember's medical condition is classified as (Check One of the Appropriate Boxes):

**(VSI) Very Seriously Ill/Injured** – Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

**(SI) Seriously Ill/Injured** – Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

**OTHER Ill/Injured** – a serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.

**NONE OF THE ABOVE** (Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.)

(2) Is the current Servicemember being treated for a condition which was incurred or aggravated by service in the line of duty on active duty in the Armed Forces? Yes  No

(3) Approximate date condition commenced: \_\_\_\_\_

(4) Probable duration of condition and/or need for care: \_\_\_\_\_

- (5) Is the servicemember undergoing medical treatment, recuperation, or therapy for this condition? Yes  No

If yes, please describe medical treatment, recuperation or therapy:

\_\_\_\_\_

**PART C. SERVICEMEMBER'S NEED FOR CARE BY FAMILY MEMBER**

- (1) Will the servicemember need care for a single continuous period of time, including any time for treatment and recovery? Yes  No

If yes, estimate the beginning and ending dates for this period of time: \_\_\_\_\_

- (2) Will the servicemember require periodic follow-up treatment appointments? Yes  No

If yes, estimate the treatment schedule: \_\_\_\_\_

- (3) Is there a medical necessity for the servicemember to have periodic care for these follow-up treatment appointments? Yes  No

- (4) Is there a medical necessity for the servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)?  
Yes  No

If yes, please estimate the frequency and duration of the periodic care:

\_\_\_\_\_

\_\_\_\_\_

Signature of Health Care Provider: \_\_\_\_\_ Date: \_\_\_\_\_

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. 2616; 29 CFR 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE PATIENT.**

Certification for Serious Injury  
or Illness of a Veteran for  
Military Caregiver Leave  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE EMPLOYEE

OMB Control Number: 1235-0003  
Expires: 8/31/2021

**Notice to the EMPLOYER**

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking military caregiver leave under the FMLA leave due to a serious injury or illness of a covered veteran to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 CFR 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 CFR 1635.9, if the Genetic Information Nondiscrimination Act applies.

**SECTION I: For completion by the EMPLOYEE and/or the VETERAN for whom the employee is requesting leave**

**INSTRUCTIONS to the EMPLOYEE and/or VETERAN:** Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for military caregiver leave under the FMLA leave due to a serious injury or illness of a covered veteran. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. 2613, 2614(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 CFR 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

(This section must be completed before Section II can be completed by a health care provider.)

**Part A: EMPLOYEE INFORMATION**

Name and address of employer (this is the employer of the employee requesting leave to care for a veteran):

Name of employee requesting leave to care for a veteran:

First

Middle

Last

Name of veteran (for whom employee is requesting leave):

First

Middle

Last

Relationship of employee to veteran:

Spouse  Parent  Son  Daughter  Next of Kin  (please specify relationship):



**Part B: VETERAN INFORMATION**

(1) Date of the veteran's discharge:

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(2) Was the veteran **dishonorably** discharged or released from the Armed Forces (including the National Guard or Reserves)? Yes  No

(3) Please provide the veteran's military branch, rank and unit at the time of discharge:

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(4) Is the veteran receiving medical treatment, recuperation, or therapy for an injury or illness?  
Yes  No

**Part C: CARE TO BE PROVIDED TO THE VETERAN**

Describe the care to be provided to the veteran and an estimate of the leave needed to provide the care:

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**SECTION II: For completion by: (1) a United States Department of Defense ("DOD") health care provider; (2) a United States Department of Veterans Affairs ("VA") health care provider; (3) a DOD TRICARE network authorized private health care provider; (4) a DOD non-network TRICARE authorized private health care provider; or (5) a health care provider as defined in 29 CFR 825.125.**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee named in Section I has requested leave under the military caregiver leave provision of the FMLA to care for a family member who is a veteran. For purposes of FMLA military caregiver leave, a serious injury or illness means an injury or illness incurred by the servicemember in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the servicemember became a veteran, and is:

- (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
- (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.

A complete and sufficient certification to support a request for FMLA military caregiver leave due to a covered veteran's serious injury or illness includes written documentation confirming that the veteran's injury or illness was incurred in the line of duty on active duty or existed before the beginning of the veteran's active duty and was aggravated by service in the line of duty on active duty, and that the veteran is undergoing treatment, recuperation, or therapy for such injury or illness by a health care provider listed above. Answer fully and completely all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA military caregiver leave coverage. Limit your responses to the veteran's condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 CFR 1635.3(f), or genetic services, as defined in 29 CFR 1635.3(e).

(Please ensure that Section I has been completed before completing this section. Please be sure to sign the form on the last page and return this form to the employee requesting leave (See Section I, Part A above). **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.**)

**Part A: HEALTH CARE PROVIDER INFORMATION**

Health care provider's name and business address:

\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Type of Practice/Medical Specialty: \_\_\_\_\_

Please indicate if you are:

- a DOD health care provider
- a VA health care provider
- a DOD TRICARE network authorized private health care provider
- a DOD non-network TRICARE authorized private health care provider
- other health care provider

**PART B: MEDICAL STATUS**

Note: If you are unable to make certain of the military-related determinations contained in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as, DOD Recovery Care Coordinator) or an authorized VA representative.

- (1) The Veteran's medical condition is:
- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating.
  - A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50% or higher, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave.
  - A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment.
  - An injury, including a psychological injury, on the basis of which the covered veteran is enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.
  - None of the above.
- (2) Is the veteran being treated for a condition which was incurred or aggravated by service in the line of duty on active duty in the Armed Forces?    Yes     No
- (3) Approximate date condition commenced: \_\_\_\_\_
- (4) Probable duration of condition and/or need for care: \_\_\_\_\_
- (5) Is the veteran undergoing medical treatment, recuperation, or therapy for this condition?    Yes     No
- If yes, please describe medical treatment, recuperation or therapy:
- \_\_\_\_\_

**PART C: VETERAN'S NEED FOR CARE BY FAMILY MEMBER**

"Need for care" encompasses both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the veteran is unable to care for his or her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport him or herself to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the veteran who is receiving inpatient or home care.

- (1) Will the veteran need care for a single continuous period of time, including any time for treatment and recovery?  
Yes     No
- If yes, estimate the beginning and ending dates for this period of time: \_\_\_\_\_
- (2) Will the veteran require periodic follow-up treatment appointments?    Yes     No
- If yes, estimate the treatment schedule: \_\_\_\_\_

- (3) Is there a medical necessity for the veteran to have periodic care for these follow-up treatment appointments?  
Yes  No
- (4) Is there a medical necessity for the veteran to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)? Yes  No

If yes, please estimate the frequency and duration of the periodic care:

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Signature of Health Care Provider: \_\_\_\_\_ Date: \_\_\_\_\_

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. 2616; 29 CFR 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE EMPLOYEE REQUESTING LEAVE (As shown in Section I, Part "A" above).**

Certification of Qualifying Exigency  
For Military Family Leave  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



OMB Control Number: 1235-0003  
Expires: 8/31/2021

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. Please complete Section I before giving this form to your employee. Your response is voluntary, and while you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.309.

Employer name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II fully and completely. The FMLA permits an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Your response is required to obtain a benefit. 29 CFR 825.310. While you are not required to provide this information, failure to do so may result in a denial of your request for FMLA leave. Your employer must give you at least 15 calendar days to return this form to your employer.

Your Name: \_\_\_\_\_  
First Middle Last

Name of military member on covered active duty or call to covered active duty status:  
\_\_\_\_\_  
First Middle Last

Relationship of military member to you: \_\_\_\_\_

Period of military member's covered active duty: \_\_\_\_\_

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a military member's covered active duty or call to covered active duty status. Please check one of the following and attach the indicated document to support that the military member is on covered active duty or call to covered active duty status.

A copy of the military member's covered active duty orders is attached.

Other documentation from the military certifying that the military member is on covered active duty (or has been notified of an impending call to covered active duty) is attached.

I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status.

**PART A: QUALIFYING REASON FOR LEAVE**

1. Describe the reason you are requesting FMLA leave due to a qualifying exigency (including the specific reason you are requesting leave):

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2. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military; a document confirming the military member's Rest and Recuperation leave; a document confirming an appointment with a third party, such as a counselor or school official, or staff at a care facility; or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation supporting this request for leave is attached.

Yes  No  None Available

**PART B: AMOUNT OF LEAVE NEEDED**

1. Approximate date exigency commenced: \_\_\_\_\_

Probable duration of exigency: \_\_\_\_\_

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency?

Yes  No

If so, estimate the beginning and ending dates for the period of absence:

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3. Will you need to be absent from work periodically to address this qualifying exigency? Yes  No

Estimate schedule of leave, including the dates of any scheduled meetings or appointments:

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Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (i.e., 1 deployment-related meeting every month lasting 4 hours):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours \_\_\_\_\_ day(s) per event.

**PART C**

If leave is requested to meet with a third party (such as to arrange for childcare or parental care, to attend counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (i.e., either the telephone or fax number or email address of the individual or entity). This information may be used by your employer to verify that the information contained on this form is accurate.

Name of Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Describe nature of meeting: \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART D**

I certify that the information I provided above is true and correct.

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

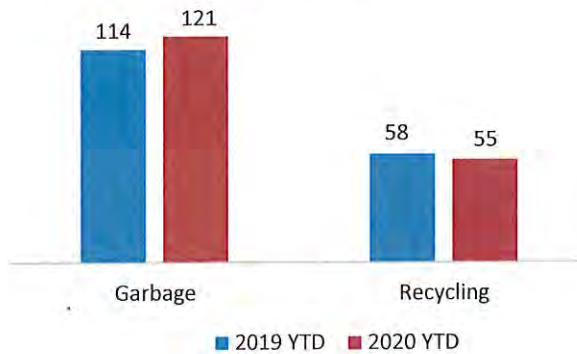
If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. 2616; 29 CFR 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE EMPLOYER.**

# Department of Public Works January 2020 Report

## Activity by the Numbers

- Crews have been working diligently to remove affected ash trees in the village right-of-way. Through the end of January, 77 trees have been removed.
- A holiday tree collection was held on January 8<sup>th</sup> and 15<sup>th</sup> with 335 trees collected.
- Crews worked through 7 winter storm events totaling over 21" of snow accumulations and one ice storm. The crews average use was 17 tons of salt per event.

YTD Garbage and Recycling  
Collection (Tons) Comparison



## Highlights/Accomplishments

- Crews started to clean out downed trees in Fish Creek on the back side of the waste piles in the DPW yard.
- DPW staff met with Accutemp, the new HVAC contractor, to go over preventative maintenance of the new equipment.
- Received a rental bucket truck to help reach tall trees in the right-of-way. The truck is here through the middle of March.
- Staff attended an in-person meeting with the Wisconsin Department of Transportation (DOT) on the I-43 project that is scheduled to start and impact our area late in 2021, early 2022.
- Operations Superintendent sat down with each crew person to receive the new performance appraisal form and lay out the 2020 goals.
- Modifying the IT room to become an office for the IT director. It will be finished in early February.
- Crews have started to apply accepted recycling stickers to all recycling cans in the village. This project is expected to take several weeks to complete.

## Month Ahead

- Dead tree removal in the right-of-way to continue throughout the Village.
- Continue to perform sanitary sewer jet cleaning.
- Continue DPW building cleaning and organization on bad weather days as well as performing pop up winter operations.
- Began planning for the storm water improvement project this year which will be started early summer.
- Continue recycling can accepted recycling sticker application to all recycling cans in the village.





**Department of Public Works  
2019 Annual Report**



Shane Albers, Operations Superintendent  
Bryan Herbst, Technician  
Scott Matusewic, Technician  
Matt Wackt, Technician  
Chad Call, Technician  
Jason Fischer, Technician  
Dennis Miliacca, Limited Term Employee  
Richard Kerns, Limited Term Employee

# Executive Summary

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The Department of Public Works (DPW) is comprised of eight (8) employees – an operations superintendent, five (5) municipal/service technicians, and two (2) limited-term employees. This team is dedicated to providing many of the core services Village residents expect and appreciate. The notable service areas of public works include:

- Stormwater Management
- Sanitary Sewer Maintenance
- Snowplowing
- Bulk Item Pick-Up
- Forestry and Landscaping
- Parks and Recreation
- Road Repair
- Mulch Delivery
- Garbage and Recycling Collection
- Leaf and Yard Waste Collection

The DPW crew takes pride in caring for over seven (7) acres of Ellsworth Park, four (4) tennis/pickleball courts, baseball diamond, and pavilion. Crews maintain 46.3 lane miles and 14,500 feet of sidewalks throughout the year.

Maintaining critical infrastructure in the sanitary sewer and stormwater systems are a top priority. DPW oversees the operations of three (3) lift stations, 135,000 feet of sanitary sewer lines, and 602 manholes. In 2019, crews cleaned over 27,551 feet of sanitary sewer lines, oversaw the televising of over 16,000 feet of sewer lines, the lining of 10,145 feet and completed monthly maintenance at each lift station.

The ditch and culvert system in the Village is responsible for storing and draining stormwater to Indian Creek, Fish Creek, and/or Lake Michigan. Key pieces of infrastructure include the 621 Brown Deer pond, Ellsworth Park pond, and nearly 100 cross-culverts. The DPW crew replaced 14 driveway culverts, 3 cross culverts, regraded 5,200 feet of stormwater ditch and excavated over 1,500 yards of material to create bio-storage systems on Tennyson Drive in 2019 as part of a continual improvement process of the stormwater system.

A core service of the department is to collect garbage, recycling, yard waste, and loose leaves throughout the Village. In 2019, DPW collected 1,157 tons of garbage, 493 tons of recycling, 6,125 piles of yard waste, and 1,852 piles of loose leaves. Additionally, 1,135 residents participated in the 2019 Clean-Up and Recycle Days.

This report provides a glimpse into the Department of Public Works accomplishments and outlines the goals that have been set for 2020.

# 2019 Fast Facts

## Projects Complete by the DPW crew:

- Removed 124 trees, with 107 being Ash trees, based on the 2014 tree inventory.
- Collaborated with the Schlitz Audubon Nature Center to remove 12 trees and hazardous limbs along Lake Drive.
- Replaced 14 culverts and completed approximately 5,200 feet of stormwater ditching.
- Completed crack sealing on roads throughout the Village.
- Completed monthly sewer lift station maintenance.
- Handled set up and take down for Elections, Clean-Up Days, Village Picnic, Bayside 5K, and 4<sup>th</sup> of July events.
- Completed 176 special pick-ups and 55 mulch deliveries, generating \$17,794.06 in revenue.
- Cleaned 27,551 feet of sanitary sewer mains.
- 1,135 participants attended 8 Clean-Up and Recycle Days.
- Collected 6,125 piles of yard waste and 1,852 piles of loose leaves.
- Collected 1,157 tons of garbage and 493 tons of recycling.

## Projects Overseen by Department:

- 135 trees were planted on Village property and rights-of-way.
- Street resurfacing project on two (2) streets in the Village and the Ellsworth Park parking lot.
- Continued integration of SeeClickFix service requests and work orders into operations.
- 27,551 feet of sanitary sewer televising.
- Sanitary Sewer main line lining of 10,145 feet and the restoration work when it was completed.
- Received Tree and Bird City Designations.

## Hours by Function



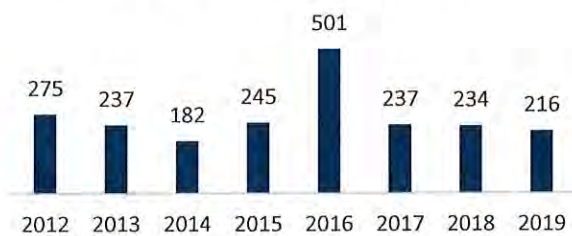
# Collections

Collection hours are comprised of garbage and recycling collection, up-the-drive service, yard waste, leaf vacuum, and special pick-ups. The largest decrease in collection hours was special pick-ups at 18%. As a percentage of total hours, collections made up 24% of the crew's time.

## Collections Hours vs. Total Hours

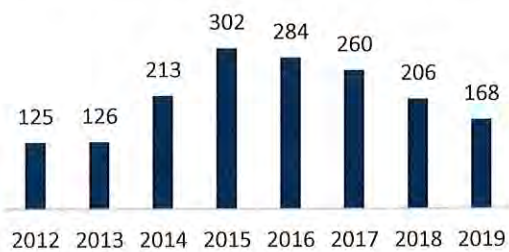


## Leaf Collection Hours



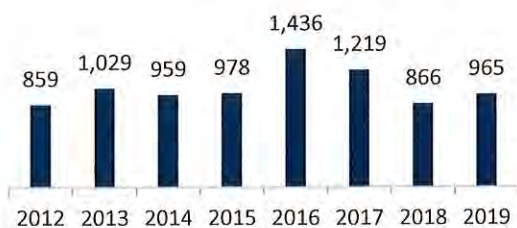
Leaf vacuum hours decreased by eighteen (18) hours, or 8%, between 2018 and 2019. However, 216 hours represents the second lowest number of hours dedicated to loose-leaf collection over the last eight (8) years. By having a back-up collection system in place and taking advantage of on-demand, request-based collections, the Village will continue to see highly efficient leaf collections.

## Special Pick-Up Hours



The Department of Public Works crew completed 176 special pick-ups in 2019, which is 54 pick-up increase from 2018. The number of pick-ups completed increased by 31%, the time spent on completing special pick-ups decreased by nearly 18%. In 2019, the Village offered special pick-ups on a bi-weekly basis during slower times of the year for impact on number of special pick-ups and time spent on collections.

## Yard Waste Hours



Sixteen (16) yard waste collection weeks were completed in 2019, which included eight (8) regular collections, six (6) bagged collections and three (3) on-demand collections. Yard waste hours increased by about 11% between 2018 and 2019.

## Collections

The graphs below depict the hours spent on automated and up-the-drive garbage and recycling service. There was a decrease in automated garbage numbers and an increase in automated recycling hours as well as up-the-drive garbage and recycling hours. In total, automated collection hours decreased by .2% and up-the-drive collection time increased by 13%.

### Automated Garbage and Recycling Hours

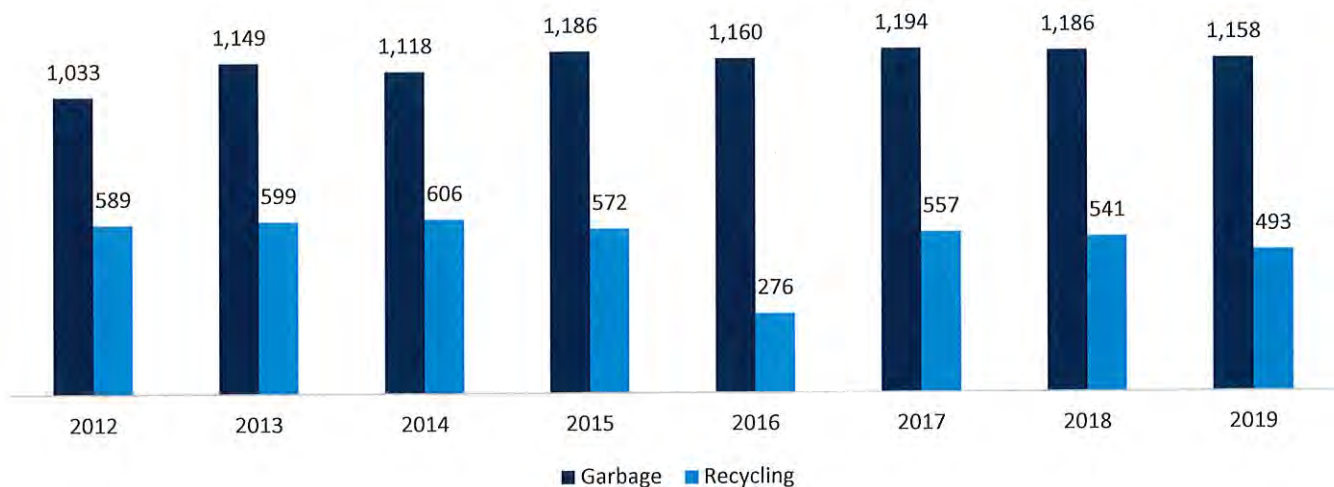


### Up-the-Drive Garbage and Recycling Hours



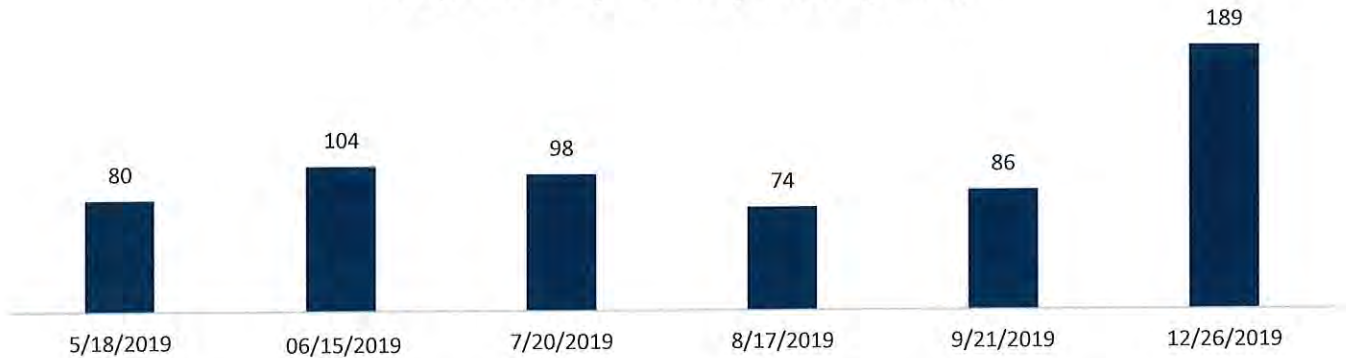
Garbage and recycling tonnage were both down in 2019 in comparison 2018. Changing trends in recyclable items (e.g. lighter shipping boxes from online shopping and plastic bottles opposed to newspapers and magazines) may partly explain the continuing downward trend in recycling. Furthermore, plastic recycling is being regulated closer, this will also drive this number down moving forward.

### Recycling and Garbage Tonnage Collected



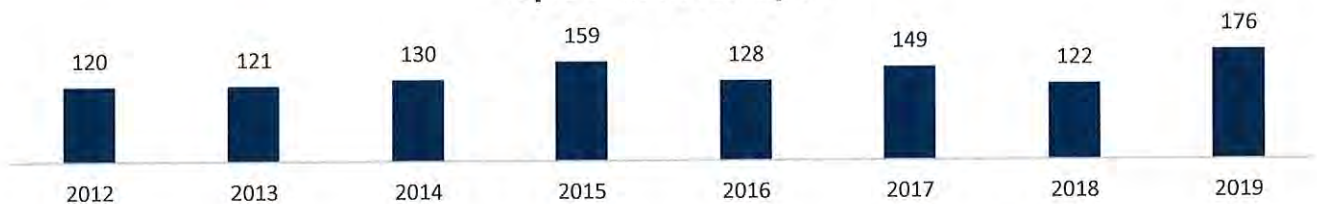
In 2019, there were six (6) Recycling Days held with 631 cars participating. On average, 105 cars came to each event. In 2018, seven (7) drop-off days were held with an average of 63 cars coming to each event.

### Drop-Off Day Participation (Cars)



In addition to the Clean-Up and Recycling Days, residents have the ability to schedule a fee-based special pick-up. Public Works completed 176 special pick-ups in 2019, which generated \$11,553.06 in revenue. Between special pick-ups and mulch deliveries, the Village received \$17,794.06 in revenue last year.

### Special Pick-Ups



### Revenue Generated



The Department of Public Works experimented with two (2) changes in collections in 2019. Special pick-ups were offered on the first and third Thursday for the months of January, February, March, April, November, and December. These have been historically slower times in the year and allowed DPW more time to focus on other activities and projects. The Department offered three (3) on-demand yard waste collections which was requested through the Village website or Access Bayside mobile app.

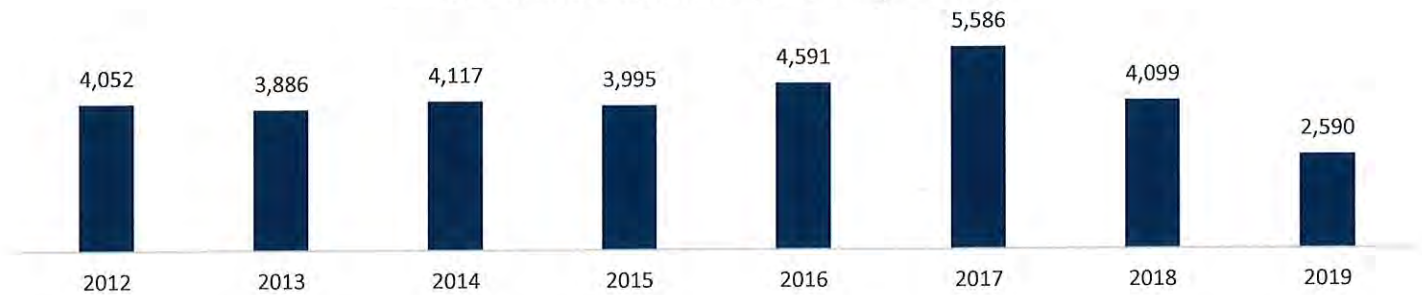
The Village will offer six (6) Recycling Days for recycling, yard waste, scrap metal, and electronics as well as two (2) larger Clean-Up Days in 2020. These events will be advertised in the Bayside Buzz, Village Scene, and on social media.

# Infrastructure Maintenance

Infrastructure maintenance hours consist of road repair, stormwater, equipment/vehicle maintenance, and sewer. Infrastructure maintenance hours resulted in:

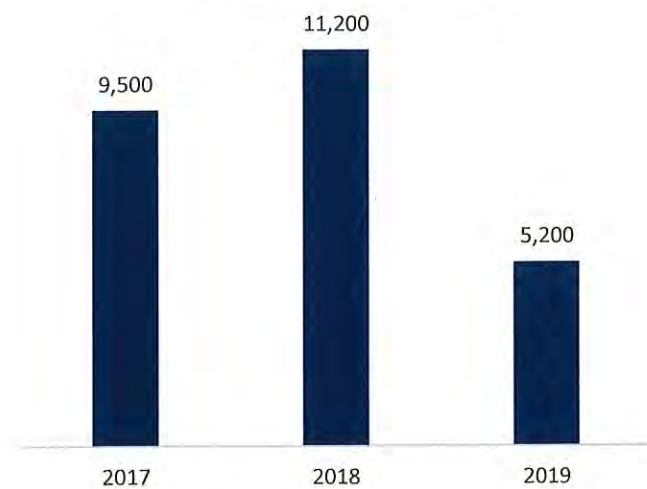
- Cleaning over 27,551 feet of sanitary sewer main.
- Replacing 14 driveway culverts, three (3) cross culverts and completing 5,200 feet of ditching in the culvert replacement program.
- Completing mainly 3 large bio-retention systems on Tennyson Drive.

## Infrastructure Maintenance (Hours)

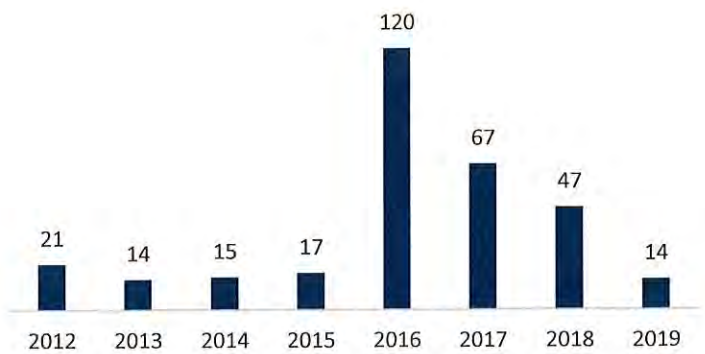


Since the start of the culvert replacement program in 2016, crews have replaced 248 driveway culverts and completed over 43,200 feet of stormwater ditch re-grading. This approach maximizes the storage capacity of the ditch system, ensures proper pitch to move stormwater to outlet points, and installs new culverts to prevent blockages or back-ups in the stormwater system.

## Feet of Ditching



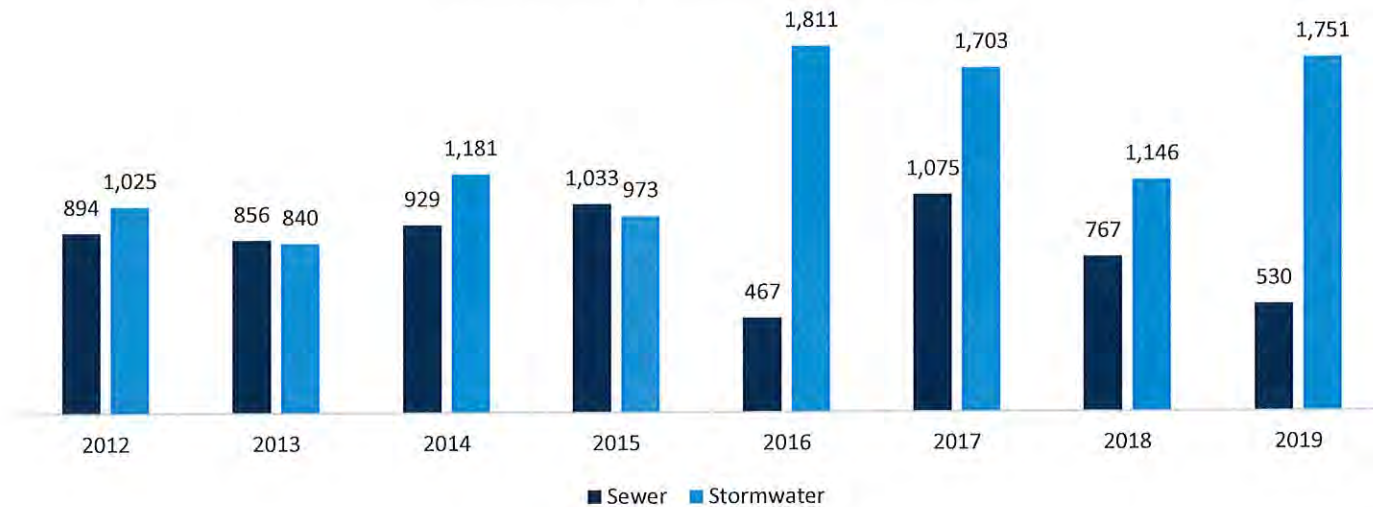
## Culverts Replaced



## Infrastructure Maintenance

Sewer and stormwater hours are spent maintaining critical pieces of Village infrastructure. Crews completed monthly lift station maintenance at the Village's three (3) lift stations and cleaned over 27,551 linear feet of sanitary sewer main. Stormwater hours are spent on the annual culvert replacement program, maintaining the ponds at Ellsworth Park and 621 Brown Deer Road, and completing other projects on an as-needed basis.

### Sewer and Stormwater Hours



**Look Ahead:** The Department of Public Works will work towards the annual sanitary sewer main line cleaning goals of 26,200 linear feet in 2020. Approximately 26,500 linear feet of sanitary sewer main line will be televised in the west portions of the Village. 9,065 linear feet of sanitary sewer main line will be rehabilitated in 2020 with the majority of the work to be cured-in-place pipe (CIPP) lining. Sanitary sewer manholes will be rehabilitated on an as-needed basis with the emphasis being on those in the road project area.

It is estimated that 40 driveway culverts will be replaced and over 6,000 feet of stormwater ditching will be re-graded in the culvert replacement project, which will primarily occur within the 2020 road project boundaries (North Lake Drive between East Bay Point and Manor Circle; East Bay Point between North Lake Drive and North Tennyson Avenue; East Fairy Chasm between North Fielding Road and East Termini; and Manor Circle from North Lake Drive and East Ellsworth Lane).

Due to employee turnover, total Public Works hours were down 2,875 hours or 23%. For comparison, infrastructure maintenance hours were down 1,509 hours, or 37%. Unfortunately, infrastructure maintenance can be one of the first areas to see a decrease in hours during times of short-staffing due to service necessity as well as crew capacity and capability. Public Works filled three (3) vacant positions in 2019; infrastructure maintenance hours between sanitary sewer and stormwater are anticipated to increase from 2019.



# Facilities/Seasonal/Misc.

This category includes building maintenance, elections, grass/weed removal, tree planting/removal, recreations, and snow/ice removal.

DPW responded to 926 service requests over the course of 2019 through Access Bayside, the Village's online platform and mobile application.

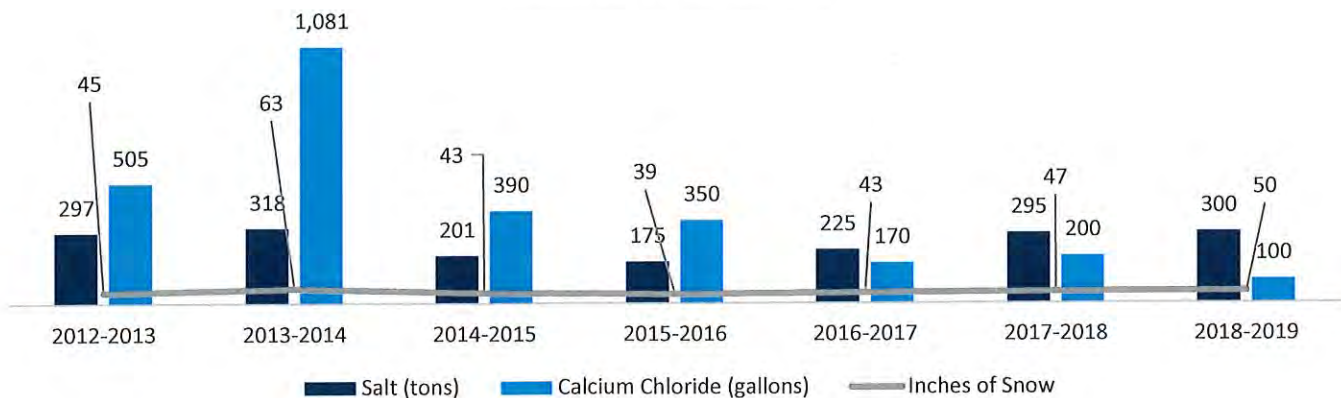
## Service Requests by Type



Crews oversaw, mulched, and watered 135 trees through the Village's Adopt-A-Tree Program in 2019. The program allows the Village to replenish the urban forest with diverse tree species while creating tree-lined roadways and continuing a tree-care partnership with residents. The Adopt-A-Tree Program is the Village's primary tool in maintaining a resilient urban forest as the Emerald Ash Borer (EAB) continues to decimate the ash tree population. As a result of the Emerald Ash Borer, the Village removed 107 ash trees in 2019. Ash trees account for 86% of the 134 trees that the Village removed in 2019.

The Department of Public Works crew removes snow from 46.3 lane miles of roadway and 14,500 feet of sidewalks. To accomplish this task, the Village has available three (3) plow trucks, two (2) one-ton truck, a pick-up truck, and a skid steer with a snowblower attachment.

## Winter Operations



# 2020 Top Goals

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- Rehabilitate manholes in the 2020 road project areas to repair the structure and reduce inflow and infiltration.
- Replace stormwater culverts and cross culverts in the 2020 road project areas as well as ditch regrading efforts to ensure adequate stormwater flow.
- Fund for Lake Michigan Stormwater Grant Project to create and implement shared public and private property stormwater management projects.
- Maintain training for new crew members.
- Avoid down time with the Village fleet to ensure services are being provided in the most efficient and effective manner.
- Engage in tree removal efforts to maintain aesthetically pleasing and safe rights-of-way.
- Meet the annual goal of 26,200 feet of sanitary sewer jetting.
- Continue in-house crack-sealing efforts and line-stripping.
- Conduct monthly sewer lift station maintenance.
- Finalize Wakefield Court cul-de-sac project to include stormwater improvements and landscape restoration.
- Oversee the 2020 road project, sewer rehabilitation project, sewer televising project, and the lift station rehabilitation project.



V A 1 C



**KAPUR & ASSOCIATES, INC.**  
CONSULTING ENGINEERS

we listen. we innovate. we turn your vision into reality.

December 19, 2019

Mr. Andrew K. Pederson  
Village Manager  
Village of Bayside  
9075 North Regent Road  
Bayside, Wisconsin 53217-1800

Re: 2020 Street Improvement Program  
Village of Bayside

Dear Mr. Pederson:

Bids were received from two (2) General Contractors: Payne & Dolan, Inc. and Stark Asphalt, Inc. to complete the 2020 Street Improvement Program as detailed in the plans and specifications prepared by our office.

After review of the bids, it was determined that Payne & Dolan, Inc. is the apparent low bidder with the following total bid amounts:

- Total Base Bid - \$ 258,694.50;
- Alternate Bid No.1 - \$ 36,168.00;

Payne & Dolan, Inc. has performed this type of work on previous projects and the firm is qualified to complete the items under this contract.

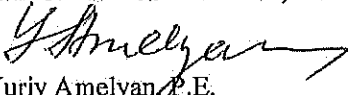
Based on the budget, Kapur & Associates, Inc. recommends the award both the Base Bid in amount of \$258,694.50 and Alternate Bid 1 in amount of 36,168.00 to Payne & Dolan, Inc.

I have included a bid tabulation of all bidders for your records.

Should you have any comments or need additional information, please call me at (414) 751-7285.

Sincerely,

KAPUR & ASSOCIATES, INC.

  
Yuriy Amelyan, P.E.  
Associate / Project Manager

Cc: La'Neka Horton, Assistant Village Manager

**2020 Street Improvement Project  
VILLAGE OF BAYSIDE, WISCONSIN**

**BID OPENING: 10:15 A.M. Thursday, December 19, 2019**

<b>Payne &amp; Dolan, Inc.</b>	<b>Stark Pavement Corp.</b>
N3 W23650 Badinger Road	12845 W. Burleigh Road
Waukesha, Wisconsin 53188	Brookfield, WI 53005
PH: 262-366-5168	PH: 414-466-0644
FAX: 262-513-1633	FAX: 414-784-6841

<b>BASE BID</b>			
<b>E. Bay Point Road (from Lake Drive to Tennyson Drive)</b>			
ITEM NO.	ITEM	QTY.	UNIT
1	Mill and Remove of Approximately 4-Inch of Material and Regrade Base Course	1,800	SY
2	HMA Pavement (Roadway)	460	TON
3	Tack Coat	150	GAL
4	Undercutting (EBS of Soft/Spongy Areas)	130	CY
5	Crushed Aggregate ¾-Inch Shouldering Material	30	TON
6	3-Inch TB Stone	260	TON
7	Geogrid Reinforcement, Tensar BX1200	260	SY
8	Landscaping Restoration (Topsoil, Hydroseed, Mulch and Fertilizer)	500	SY
9	Traffic Control	1	LS
<b>Subtotal for E. Bay Point Road:</b>			

UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$ 4.00	\$ 7,200.00	\$ 4.05	\$ 7,290.00
\$ 63.55	\$ 29,233.00	\$ 66.50	\$ 30,590.00
\$ 2.20	\$ 330.00	\$ 2.25	\$ 337.50
\$ 23.50	\$ 3,055.00	\$ 24.90	\$ 3,237.00
\$ 45.00	\$ 1,350.00	\$ 54.50	\$ 1,635.00
\$ 22.50	\$ 5,850.00	\$ 25.50	\$ 6,630.00
\$ 2.30	\$ 598.00	\$ 3.00	\$ 780.00
\$ 8.75	\$ 4,375.00	\$ 8.75	\$ 4,375.00
\$ 1,300.00	\$ 1,300.00	\$ 800.00	\$ 800.00
	<b>\$ 53,291.00</b>		<b>\$ 55,674.50</b>

<b>E. Fairy Chasm Road (from Fielding Road east to the Private Road)</b>			
ITEM NO.	ITEM	QTY.	UNIT
1	Mill and Remove of Approximately 5-Inch of Material and Regrade Base Course	3,400	SY
2	HMA Pavement (Roadway)	1,050	TON
3	Tack Coat	170	GAL
4	Undercutting (EBS of Soft/Spongy Areas)	140	CY
5	Crushed Aggregate ¾-Inch Shouldering Material	50	TON
6	3-Inch TB Stone	280	TON
7	Geogrid Reinforcement, Tensar BX1200	280	SY
8	Landscaping Restoration (Topsoil, Hydroseed, Mulch and Fertilizer)	650	SY
9	Traffic Control	1	LS
<b>Subtotal for E. Fairy Chasm:</b>			

UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$ 4.00	\$ 13,600.00	\$ 4.05	\$ 13,770.00
\$ 63.55	\$ 66,727.50	\$ 66.50	\$ 69,825.00
\$ 2.20	\$ 374.00	\$ 2.25	\$ 382.50
\$ 23.50	\$ 3,290.00	\$ 24.90	\$ 3,486.00
\$ 45.00	\$ 2,250.00	\$ 54.50	\$ 2,725.00
\$ 22.50	\$ 6,300.00	\$ 25.50	\$ 7,140.00
\$ 2.30	\$ 644.00	\$ 3.00	\$ 840.00
\$ 8.75	\$ 5,687.50	\$ 8.75	\$ 5,687.50
\$ 1,300.00	\$ 1,300.00	\$ 800.00	\$ 800.00
	<b>\$ 100,173.00</b>		<b>\$ 104,656.00</b>

<b>N. Lake Drive (from Bay Point Road to Manor Circle)</b>			
ITEM NO.	ITEM	QTY.	UNIT
1	Mill and Remove of Approximately 5-Inch of Material and Regrade Base Course	2,950	SY
2	HMA Pavement (Roadway)	950	TON
3	Tack Coat	150	GAL
4	Undercutting (EBS of Soft/Spongy Areas)	130	CY
5	Crushed Aggregate ¾-Inch Shouldering Material	40	TON
6	3-Inch TB Stone	260	TON
7	Geogrid Reinforcement, Tensar BX1200	260	SY
8	Landscaping Restoration (Topsoil, Hydroseed, Mulch and Fertilizer)	500	SY
9	Traffic Control	1	LS
<b>Subtotal for N. Lake Drive:</b>			

UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$ 4.00	\$ 11,800.00	\$ 4.05	\$ 11,947.50
\$ 63.55	\$ 60,372.50	\$ 66.50	\$ 63,175.00
\$ 2.20	\$ 330.00	\$ 2.25	\$ 337.50
\$ 23.50	\$ 3,055.00	\$ 24.90	\$ 3,237.00
\$ 45.00	\$ 1,800.00	\$ 54.50	\$ 2,180.00
\$ 22.50	\$ 5,850.00	\$ 25.50	\$ 6,630.00
\$ 2.30	\$ 598.00	\$ 3.00	\$ 780.00
\$ 8.75	\$ 4,375.00	\$ 8.75	\$ 4,375.00
\$ 1,300.00	\$ 1,300.00	\$ 800.00	\$ 800.00
	<b>\$ 89,480.50</b>		<b>\$ 93,462.00</b>

<b>Driveway Approaches Pavement (After Culvert Replacement by Others)</b>			
ITEM NO.	ITEM	QTY.	UNIT
1	HMA Driveway Pavement (Assuming 25 Driveways)	150	TON
<b>Subtotal for HMA Driveway Pavement:</b>			

UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$ 105.00	\$ 15,750.00	\$ 104.00	\$ 15,600.00
	<b>\$ 15,750.00</b>		<b>\$ 15,600.00</b>

**TOTAL BASE BID - 2020 STREET IMPROVEMENT PROJECT:**

**\$ 258,694.50**                      **\$ 269,392.50**

<b>ALTERNATE BID NO. 1</b>			
<b>E. Manor Circle (from Ellsworth Lane to Lake Drive)</b>			
ITEM NO.	ITEM	QTY.	UNIT
1	Mill and Remove of Approximately 4-Inch of Material and Regrade Base Course	1,400	SY
2	HMA Pavement (Roadway)	360	TON
3	Tack Coat	70	GAL
4	Undercutting (EBS of Soft/Spongy Areas)	60	CY
5	Crushed Aggregate ¾-Inch Shouldering Material	20	TON
6	3-Inch TB Stone	120	TON
7	Geogrid Reinforcement, Tensar BX1200	120	SY
8	Landscaping Restoration (Topsoil, Hydroseed, Mulch and Fertilizer)	200	SY
9	Traffic Control	1	LS
<b>TOTAL ALTERNATE BID NO. 1:</b>			

UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$ 4.00	\$ 5,600.00	\$ 4.05	\$ 5,670.00
\$ 63.55	\$ 22,878.00	\$ 66.50	\$ 23,940.00
\$ 2.20	\$ 154.00	\$ 2.25	\$ 157.50
\$ 23.50	\$ 1,410.00	\$ 24.90	\$ 1,494.00
\$ 45.00	\$ 900.00	\$ 54.50	\$ 1,090.00
\$ 22.50	\$ 2,700.00	\$ 25.50	\$ 3,060.00
\$ 2.30	\$ 276.00	\$ 3.00	\$ 360.00
\$ 8.75	\$ 1,750.00	\$ 8.75	\$ 1,750.00
\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00
	<b>\$ 36,168.00</b>		<b>\$ 37,921.50</b>

February 12, 2020

Mr. Andrew K. Pederson  
Village Manager  
Village of Bayside  
9075 North Regent Road  
Bayside, Wisconsin 53217-1800

Re: Lake Drive Storm Water Improvement Project  
Village of Bayside

Dear Mr. Pederson:

Bids were received from three (3) General Contractors to complete Lake Drive Storm Water Improvement Project as detailed in the plans and specifications prepared by our office.

After reviewing of the bids, it was determined that Highway Landscapers, Inc. is the apparent low bidder with the total base bid amount of \$119,080.00

Highway Landscapers, Inc. has performed this type of work on previous their projects and the firm qualified to complete the items under this contract.

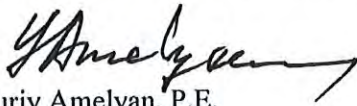
Kapur & Associates, Inc. recommends the award of this project to Highway Landscapers, Inc.

I have included a bid tabulation of all bidders for your records.

Should you have any comments or need additional information, please call me at (414) 751-7285.

Sincerely,

KAPUR & ASSOCIATES, INC.

  
Yuriy Amelyan, P.E.  
Associate / Project Manager

Cc: La'Neka Horton, Assistant Village Manager

**Lake Drive/Fairy Chasm Storm Sewer Project**  
**Village of Bayside, Wisconsin**

**BID OPENING: 10:00 a.m. on Wednesday, February 12, 2020**

**BASE BID**

ITEM #	ITEM	QTY.	UNIT	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
203.01	Removing Small Pipe Culverts	3	EACH	\$ 250.00	\$ 750.00	\$ 25.00	\$ 75.00	\$ 240.00	\$ 720.00
204.011	Removing Asphaltic Surface	440	SY	\$ 5.00	\$ 2,200.00	\$ 15.75	\$ 6,930.00	\$ 8.00	\$ 3,520.00
204.022	Removing Inlets	1	EACH	\$ 500.00	\$ 500.00	\$ 575.00	\$ 575.00	\$ 500.00	\$ 500.00
204.0245	Removing Storm Sewer (12-Inch)	125	LF	\$ 15.00	\$ 1,875.00	\$ 20.00	\$ 2,500.00	\$ 46.00	\$ 5,750.00
204.027	Abandoning Culvert Pipes (with Cellular Concrete)	2	EACH	\$ 2,375.00	\$ 4,750.00	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00
204.028	Sealing Pipes	4	EACH	\$ 350.00	\$ 1,400.00	\$ 275.00	\$ 1,100.00	\$ 800.00	\$ 3,200.00
521.1012	Apron Endwalls for Culvert Pipe Steel 12-Inch	3	EACH	\$ 220.00	\$ 660.00	\$ 550.00	\$ 1,650.00	\$ 260.00	\$ 780.00
521.1015	Apron Endwalls for Culvert Pipe Steel 15-Inch	2	EACH	\$ 240.00	\$ 480.00	\$ 660.00	\$ 1,320.00	\$ 295.00	\$ 590.00
521.1018	Apron Endwalls for Culvert Pipe Steel 18-Inch	1	EACH	\$ 260.00	\$ 260.00	\$ 725.00	\$ 725.00	\$ 340.00	\$ 340.00
530.0112	Culvert Pipe Corrugated Polyethylene 12-Inch	27	LF	\$ 50.00	\$ 1,350.00	\$ 15.00	\$ 405.00	\$ 55.00	\$ 1,485.00
606.02	Riprap Medium (Field Stone)	5	CY	\$ 150.00	\$ 750.00	\$ 490.00	\$ 2,450.00	\$ 80.00	\$ 400.00
611.2004	Manholes 4-FT Diameter	2	EACH	\$ 2,500.00	\$ 5,000.00	\$ 900.00	\$ 1,800.00	\$ 4,900.00	\$ 9,800.00
611.2005	Manholes 5-FT Diameter	2	EACH	\$ 2,750.00	\$ 5,500.00	\$ 1,100.00	\$ 2,200.00	\$ 6,880.00	\$ 13,760.00
611.3003	Inlets 3-FT Diameter	2	EACH	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 3,600.00	\$ 7,200.00
611.3004	Inlets 4-FT Diameter	2	EACH	\$ 1,750.00	\$ 3,500.00	\$ 540.00	\$ 1,080.00	\$ 4,550.00	\$ 9,100.00
628.701	Inlet Protection Type B	6	EACH	\$ 50.00	\$ 300.00	\$ 24.00	\$ 144.00	\$ 100.00	\$ 600.00
628.7504	Temporary Ditch Checks	8	EACH	\$ 150.00	\$ 1,200.00	\$ 25.00	\$ 200.00	\$ 100.00	\$ 800.00
643.5	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00
645.012	Geotextile Type HR	15	SY	\$ 5.00	\$ 75.00	\$ 24.00	\$ 360.00	\$ 18.00	\$ 270.00
690.015	Sawing Asphalt	1,080	LF	\$ 3.00	\$ 3,240.00	\$ 2.75	\$ 2,970.00	\$ 2.80	\$ 3,024.00
SPV.2001	Stainless Steel Weir on 24" RCCP (STA 84+34) Special	1	EACH	\$ 1,250.00	\$ 1,250.00	\$ 800.00	\$ 800.00	\$ 2,790.00	\$ 2,790.00
SPV.2002	Ditch Regrading Special	570	LF	\$ 12.00	\$ 6,840.00	\$ 7.90	\$ 4,503.00	\$ 18.00	\$ 10,260.00
SPV.4412	PVC Storm Sewer 12-inch (Granular Backfill) Special	210	LF	\$ 70.00	\$ 14,700.00	\$ 130.00	\$ 27,300.00	\$ 152.00	\$ 31,920.00
SPV.4415	PVC Storm Sewer 15-inch (Granular Backfill) Special	100	LF	\$ 76.00	\$ 7,600.00	\$ 135.00	\$ 13,500.00	\$ 156.00	\$ 15,600.00
SPV.4418	PVC Storm Sewer 18-inch (Granular Backfill) Special	425	LF	\$ 82.00	\$ 34,850.00	\$ 145.00	\$ 61,625.00	\$ 152.00	\$ 64,600.00
SPV.4518	PVC Storm Sewer 18-inch (Excavated Backfill) Special	130	LF	\$ 75.00	\$ 9,750.00	\$ 140.00	\$ 18,200.00	\$ 139.00	\$ 18,070.00
SPV.9002	Inlet Cover, R-2471 Special	4	EACH	\$ 600.00	\$ 2,400.00	\$ 540.00	\$ 2,160.00	\$ 940.00	\$ 3,760.00
SPV.9003	Manhole Cover, R-1661-A Special	4	EACH	\$ 600.00	\$ 2,400.00	\$ 588.00	\$ 2,352.00	\$ 940.00	\$ 3,760.00
<b>TOTAL FOR BASE BID:</b>					<b>\$ 119,080.00</b>		<b>\$ 159,924.00</b>		<b>\$ 222,599.00</b>

**Highway Landscapers, Inc**  
 1900 Bohm Drive  
 Little Chute, WI 53140  
 P: 920-759-1701  
 F: 920-759-1702

**Cornerstone One, LLC**  
 20865 Enterprise Avenue  
 Brookfield, WI 53045  
 P: 262-896-9006  
 F: 262-896-9004

**Wood Sewer & Excavating**  
 E9238 County Road X  
 New London, WI 54961  
 P: 920-982-7721  
 F: 920-982-7809

**CONTRACT BETWEEN  
VILLAGE OF BAYSIDE  
AND  
KAPUR & ASSOCIATES, INC.  
FOR  
2020 CCTV INSPECTION OF SANITARY SEWER MAIN (OPTION-1)**

We are pleased that the Village has selected Kapur & Associates, Inc. to perform the professional engineering services for the referenced project.

The scope of work includes time for collection of data and closed circuit televising (CCTV) work as follows:

- Preparation of CCTV location map (determine the size and length for each televised sanitary sewer segment) and field coordination with TV contractor and residents.
- Televising of approximately 26,500 L.F. of sanitary pipes;
- Review video's and determine the physical condition of sanitary sewer main;
- Preparation of summary report;
- Recommendation for rehab and construction cost estimate.

Total fees for this service is not to exceed amount of \$19,463.00  
Our fees are detailed in the attached Fee Schedule.

Receipt of a signed copy of this document will constitute an executed agreement.

For Kapur & Associates, Inc.,

By: 

Yuriy Amelyan  
Associate

Date: 01-16-2020

For the Village of Bayside,

By: \_\_\_\_\_

Andrew K. Pederson,  
Village Manager

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

**COST NOT TO EXCEED**  
**BAYSIDE 2020 SANITARY SEWER MAIN CLOSED CIRCUIT TELEVISIONING**  
**OPTION-1**

TASK	Project Manager	Project Engineer	Cad Technician	Total Task Hours	Total Task Cost
	\$155.00	\$109.00			
Review as-builts of sanitary sewer system and preparation of proposed CCTV location map	2		2	4	\$470.00
Televising of sanitary and sewer main pipes	Approximately 26,500 Feet @ \$0.45				\$11,925.00
Field coordination with TV contractor and residents		10		8	\$1,090.00
Review DVD's and determine physical condition of sanitary sewer main	4	24		28	\$3,236.00
Preparation of summary report, recommendation for rehab and cost estimate	4	18	2	24	\$2,742.00
<b>TOTAL</b>	10	52	2	64	<b>\$19,463.00</b>



**CONTRACT BETWEEN  
VILLAGE OF BAYSIDE  
AND  
KAPUR & ASSOCIATES, INC.  
FOR  
2020 CCTV INSPECTION OF SANITARY SEWER MAIN (OPTION-2)**

We are pleased that the Village has selected Kapur & Associates, Inc. to perform the professional engineering services for the referenced project.

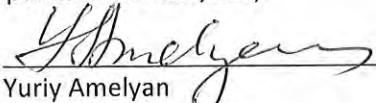
The scope of work includes time for collection of data and closed circuit televising (CCTV) work as follows:

- Preparation of CCTV location map (determine the size and length for each televised sanitary sewer segment) and field coordination with TV contractor and residents.
- Televising of approximately 24,000 L.F. of sanitary pipes;
- Review video's and determine the physical condition of sanitary sewer main;
- Preparation of summary report;
- Recommendation for rehab and construction cost estimate.

Total fees for this service is not to exceed amount of \$17,684.00  
Our fees are detailed in the attached Fee Schedule.

Receipt of a signed copy of this document will constitute an executed agreement.

For Kapur & Associates, Inc.,

By:   
Yuriy Amelyan  
Associate

Date: 01-16-2020

For the Village of Bayside,

By: \_\_\_\_\_  
Andrew K. Pederson,  
Village Manager

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

**COST NOT TO EXCEED**  
**BAYSIDE 2020 SANITARY SEWER MAIN CLOSED CIRCUIT TELEVISIONING**  
**OPTION-2**

TASK	Project Manager	Project Engineer	Cad Technician	Total Task Hours	Total Task Cost
	\$155.00	\$109.00			
Review as-builts of sanitary sewer system and preparation of proposed CCTV location map	2		2	4	\$470.00
Televising of sanitary and sewer main pipes	Approximately 24,000 Feet @ \$0.45				\$10,800.00
Field coordination with TV contractor and residents		10		8	\$1,090.00
Review DVD's and determine physical condition of sanitary sewer main	4	20		24	\$2,800.00
Preparation of summary report, recommendation for rehab and cost estimate	4	16	2	22	\$2,524.00
<b>TOTAL</b>	10	52	2	64	<b>\$17,684.00</b>



KAPUR & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
7711 N. PINE AVE. SUITE 100  
MILWAUKEE, WISCONSIN 53212-1111  
www.kapurengrneers.com

PROJECT:  
2020 SANITARY SEWER CCTV INSPECTION

LOCATION:  
VILLAGE OF BAYSIDE

CLIENT:  
BAYSIDE

RELEASE:  
PROPOSAL

REVISIONS:

#	DATE	DESCRIPTION



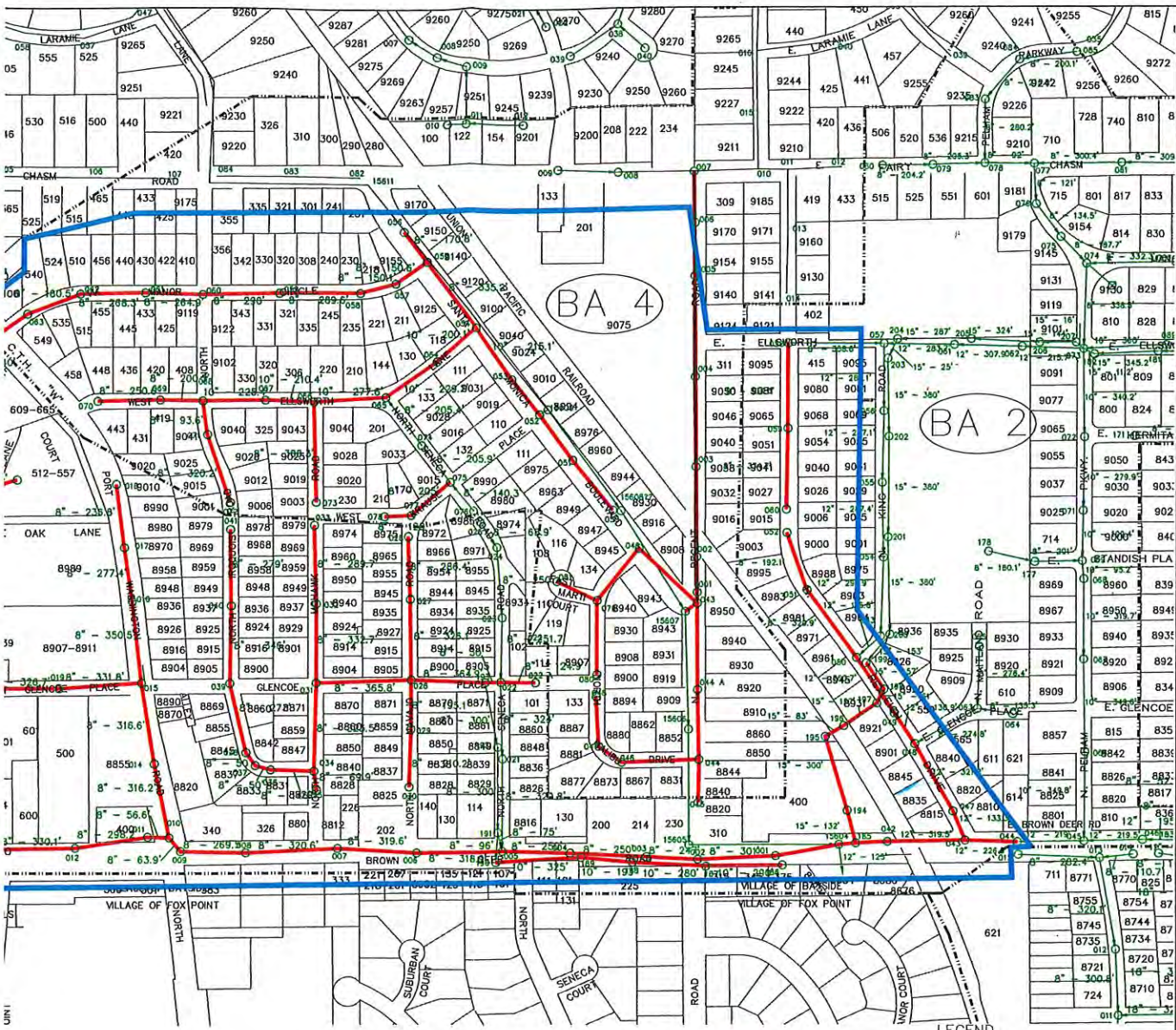
SCALE: 1" = 20'

SEAL:

LOCATION MAP

PROJECT MANAGER:  
PROJECT NUMBER:  
DATE: 3/19

SHEET NUMBER:  
**1**



— PROPOSED 2020 SANITARY SEWER CCTV INSPECTION  
— PROPOSED 2020 SANITARY SEWER CCTV BOUNDARY



- LEGEND
- CCTV WORK COMPLETED
  - CCTV WORK PROPOSED
  - SANITARY MAIN CIPP LINED
  - SANITARY MANHOLE REHABILITATED

ADDRESS AND LOCATION MAP  
 PAST SANITARY SEWER CCTV AND REHABILITATION WORK  
**VILLAGE OF BAYSIDE**



STATE OF WISCONSIN  
MILWAUKEE AND OZAUKEE COUNTIES  
VILLAGE OF BAYSIDE

RESOLUTION NO: 20-\_\_\_\_\_

**A Resolution Authorizing the Village of Bayside to file  
the Urban Forestry Grant Application**

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**WHEREAS**, the Village of Bayside is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.; and

**WHEREAS**, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

**WHEREAS**, the applicant requests a grant agreement to carry out the project;

**THEREFORE, BE IT RESOLVED**, the Village of Bayside will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

**BE IT FURTHER RESOLVED**, the Village of Bayside will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the Village Manager, its employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

**PASSED AND ADOPTED** by the Village Board of Trustees of the Village of Bayside this \_\_\_\_\_ day of February, 2020.

VILLAGE OF BAYSIDE

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Samuel D. Dickman, Village President

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Lynn A. Galyardt, Administrative Services  
Director, Village Clerk/Treasurer

STATE OF WISCONSIN  
MILWAUKEE AND OZAUKEE COUNTIES  
VILLAGE OF BAYSIDE

ORDINANCE NO: 20 - \_\_\_\_\_

**An Ordinance to Repeal and Recreate Chapter 38 of the Municipal Code  
With Regard to Solid Waste**

The Village Board of the Village of Bayside, Milwaukee and Ozaukee Counties, Wisconsin does ordain as follows:

Section One: Chapter 38-1 through Chapter 38-73 of the Municipal Code is hereby repealed and recreated as follows:

Chapter 38 - SOLID WASTE

ARTICLE I. - IN GENERAL

Sec. 38-1. - Composting.

- (a) *Purpose.* The purpose of this section is to promote the recycling of yard wastes through composting and to establish minimum standards for proper composting maintenance.
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:  
*Composting* is the controlled biological reduction of organic waste to humus.
- (c) *Maintenance.* Compost piles shall be maintained using approved composting procedures to comply with the following requirements:
- (1) Compost shall be enclosed in a freestanding compost bin. Each compost bin shall be no larger in volume than 125 cubic feet and no taller than 48 inches.
  - (2) Compost bins shall be so maintained as to prevent the attraction of rodents, animal pests or insects.
  - (3) Compost bins shall be maintained so as to prevent unpleasant odors.
  - (4) No compost bin shall be permitted to deteriorate to such condition as to have an adverse effect on the surrounding property or neighborhood or village in general.
  - (5) Compost bins shall be located not less than three feet from a property line or principal building or dwelling and three feet from any detached accessory building. A variance from these setback requirements may be applied for if the property owner can show a hardship exists which prohibits compliance. Any variance application must include a signed written approval of the variance request from adjacent property owners. Variances may be granted by the architectural review committee. Screening and/or fencing of compost bins may be required as a condition of a variance being granted.
  - (6) Compost bins may be located only in a rear yard. No compost bin on a corner lot shall be located less than ten feet from the property line adjacent to a street.
- (d) *Penalty provision.* The penalty provisions of section 1-13 are hereby adopted, and any person found guilty of a violation of this section shall upon conviction be subject to the penalties provided for in section 1-13.

Secs. 38-2—38-20. - Reserved.

## ARTICLE II. - REFUSE AND YARD WASTE COLLECTION AND DISPOSAL

### Sec. 38-21. - 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:

*Commercial* refers to business enterprises and activities associated therewith, including religious institutions, educational institutions, charitable organizations and apartment buildings.

*Construction waste* means waste from building construction, alteration or repair and earth from excavation.

*Contractor* means an individual or business entity which receives payment for work.

*Domestic* refers to dwelling units and household activities associated therewith.

*Garbage* means waste, animal, fish, fowl, fruit or vegetable matter, including fruit of yard trees, incident to and resulting from the use, preparation and storage of food for human consumption, including spoiled food, but does not include items when enclosed in containers of a noncombustible nature.

*General refuse* means the worthless, useless part of something; trash; leavings; stones; bricks.

*Premises* means a parcel of land and may consist of one or more village lots upon which any building or group of buildings is located and shall include more than one building located upon a lot or lots under a single ownership or management.

*Special refuse* consists of large items such as appliances, water tanks and other large household equipment items and mattresses.

*Waste/rubbish* means useless, unused, unwanted or discarded material.

*Yard waste* means the organic, clean, woody vegetative material no greater than six (6) inches in diameter waste produced from the growing, trimming and removal of branches, bushes, shrubs, leaves, plants, roots, stumps, garden debris, and similar items. The term "yard waste" does not include dirt or grass.

### Sec. 38-22. - Yard refuse; construction waste.

- (a) No person shall dump, place or cause to be placed on any part of the right-of-way of any public roadway any refuse, debris, rubbish, garbage, leaves or other litter of any kind except as hereinafter specifically permitted.
- (b) The department of public works will not collect any contractor's material, refuse, construction waste, or yard refuse. The collection and disposal of these items shall be the responsibility of the property owner.
- (c) Yard waste limitations and instructions for pickup.
  - (1) Tree limbs up to six inches in diameter and not longer than five feet in length laying parallel to the roadway near the roadside will be collected.
  - (2) *Yard refuse*. Any plant or woody material must be placed at the roadside. Material should be combined into one (1) pile per property needing collection. Residents shall place any smaller materials in brown yard waste bags or reusable containers. Any material placed in plastic bags will not be collected.
  - (3) *Seasonal leaves and lawn raking*. During the period of collection as defined herein, the department of public works will collect leaves when those leaves have been raked at the edge of the roadside beginning in October and through the end of November, weather permitting, and at other times as determined by the village manager from time to time.
  - (4) *Bulk item pickup*. Excessive amounts of yard waste will not be collected without a scheduled bulk-item pick up. See section 38-24 on special refuse collection. Amounts are determined to be excessive if they are greater than five feet by five feet by ten feet or 250 cubic feet, whichever is less.

Sec. 38-23. - Preparation, storage and disposal.

- (a) Domestic wastes, unless specifically excluded, shall be collected by the department of public works in a manner that is regulated by the village and set forth by the village manager from time to time.
- (b) Only those carts which are authorized by the village shall be picked up.
- (c) The carts, which are issued by the village, are owned and maintained by the property and must stay with the property.
- (d) Carts must be out and available for pick up by 7:00 a.m. the day of the pickup. Carts cannot be placed curbside earlier than 5:00 p.m. the day before scheduled pickup.
- (e) Carts shall be returned by the occupant to the point of storage within 12 hours after pickup.
- (f) Carts must be placed within three feet of the edge of the pavement, either on the terrace or at the end of your driveway, and must have the back side of the cart with the wheels and handle facing away from the street.
- (g) Carts containing unacceptable materials will not be collected.
- (h) Loose items stored outside of carts will not be picked up.

Sec. 38-24. - Special refuse collection.

- (a) Large appliances, bulky materials, excessive yard waste or excess waste will not be picked up except by special pickup notice. These pickups must be scheduled in advance. Items to be picked up must be placed three (3) feet from the edge of the pavement; either on the terrace or at the end of the property's driveway or such other location agreed upon by the Department of Public Works. These collections require a fee.
- (b) If a resident misses rubbish and/or roadside collection, arrangements may be made to have these materials collected by requesting a rubbish callback, which shall require a fee.
- (c) A fee schedule is established and shall be in such amounts as established by the village board from time to time by ordinance or resolution.

Sec. 38-25. - Removal of noncomplying refuse and charge therefor.

If refuse not complying with the exceptions provided in this article has been placed on any part of the public roadway or right-of-way adjacent to any property, the resident or occupant shall remove the same within three days after receiving notice from the village. Upon the failure of any such person to comply with the three-day notice, the village shall remove the prohibited materials from the right-of-way or the public roadway and charge the full costs of such removal, including dumping or disposal fees, to the owner of the abutting real estate. The costs of removal shall be paid within ten days after billing by the village. If such costs are not paid when due, the charges shall bear interest at the rate of 1½ percent per month from the due date until paid. Any charges and accrued interest that are not paid by December 1 of the year of billing shall be entered on the tax roll as a special charge against the real estate.

Sec. 38-26. - General rules.

The village board may adopt general rules relating to roadside pickup and related matters, which rules are incorporated in this article by reference. A copy of the rules initially adopted by the village board and subsequently amended shall be furnished in writing to all village residents by means of the village website or otherwise and shall at all times remain on file in the office of the village clerk. Violation of the rules adopted by the village board and incorporated in this article by reference shall constitute a violation of this article and subject the person violating such rules to the penalty provisions of section 38-27.

Sec. 38-27. - Penalty provision.

Any person found guilty of a violation of this article shall upon conviction be subject to the penalties provided for in section 1-13.

Secs. 38-28—38-57. - Reserved.

ARTICLE III. - RECYCLING



Sec. 38-58. - Purpose.

The purpose of this article is to promote recycling, composting, and resource recovery through the administration of an effective recycling program as provided in Wis. Stats. §§ 287.10—287.13 and Wis. Admin. Code ch. NR 544.

Sec. 38-59. - Statutory authority.

This article is adopted as authorized under Wis. Stats. §§ 287.10—287.13 and 61.35 and Wis. Admin. Code ch. NR 544.

Sec. 38-60. - Abrogation and greater restrictions.

It is not intended by this article to repeal, abrogate, annual, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this article imposes greater restrictions, the provisions of this article shall apply.

Sec. 38-61. - Interpretation.

In their interpretation and application, the provisions of this article shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the state statutes. Where any terms or requirements of this article may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this article is required by state statutes, or by a standard in Wis. Admin. Code ch. NR 544, and where the provision of this article is unclear, the provision shall be interpreted in light of the state statutes and the Wis. Admin. Code ch. NR 544 standards in effect on December 22, 1994, or in effect on the date of the most recent text amendment to this article.

Sec. 38-62. - Applicability.

The requirements of this article apply to all persons within the village.

Sec. 38-63. - Administration.

The provisions of this article shall be administered by the village manager.

Sec. 38-64. - 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:

*Bi-metal container* means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

*Container board* means corrugated paperboard used in the manufacture of shipping containers and related products.

*HDPE* means high-density polyethylene.

*LDPE* means low-density polyethylene.

*Magazines* means magazines and other materials printed on similar paper.

*Major appliance* means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove.

*Multiple-family dwelling* means a property containing five or more residential units, including those which are occupied seasonally.

*Newspaper* means a newspaper and other materials printed on newsprint.

*Nonresidential facilities and properties* means commercial, retail, industrial, institutional and governmental facilities and properties. The term "nonresidential facilities and properties" does not include multiple-family dwellings.

*Office paper* means printing and writing papers.

*Other resins or multiple resins* means plastic resins.

*Person* includes any individual, corporation, partnership, association, local governmental unit, as defined in Wis. Stats. § 66.299(1)(a), state agency or authority or federal agency.

*PETE* means polyethylene terephthalate.

*Plastic container* means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack that is originally used to contain a product that is the subject of a retail sale.

*Postconsumer waste* means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Wis. Stats. § 144.61(5), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Wis. Stats. § 144.44(7)(a)1.

*PP* means polypropylene.

*PS* means polypropylene.

*PVC* means polyvinyl chloride.

*Recyclable materials* for curbside collection includes empty and clean cardboard, paper, glass bottles and containers, food and beverage cans and containers, and plastic bottles and containers.

*Solid waste* has the meaning specified in Wis. Stats. § 287.01(10).

*Solid waste facility* has the meaning specified in Wis. Stats. § 287.01(11).

*Solid waste treatment* means any method, technique or process that is designed to change the physical, chemical or biological character or composition of solid waste.

*Treatment* includes incineration.

*Waste tire* means a tire that is no longer suitable for its original purpose.

#### Sec. 38-65. - Separation of recyclable materials.

Occupants of single-family and two- to four-unit residences, multiple-family dwellings and nonresidential facilities and properties shall separate the following materials from postconsumer waste:

- (1) Lead acid batteries.
- (2) Major or minor appliances.
- (3) Waste oil.
- (4) Yard waste.
- (5) Aluminum containers.
- (6) Bi-metal containers.
- (7) Corrugated paper or other container board.
- (8) Glass containers.
- (9) Magazines.
- (10) Newspaper.
- (11) Office paper.
- (12) Rigid plastic containers.
- (13) Steel containers.
- (14) Waste tires.
- (15) Electronics
- (16) Prescription Drugs
- (17) Household Hazardous Waste

Sec. 38-66. - Separation requirements exempted.

The separation requirements of section 38-65 do not apply to the following:

- (1) Occupants of single-family and two- to four-unit residences, multiple-family dwellings and nonresidential facilities and properties that send their postconsumer waste to a processing facility licensed by the state department of natural resources that recovers the materials specified in section 38-65 from solid waste in as pure a form as is technically feasible.
- (2) Solid waste that is burned as a supplemental fuel at a facility if less than 30 percent of the heat input to the facility is derived from the solid waste burned as supplemental fuel.
- (3) A recyclable material specified in section 38-65(5) through (17) for which a variance has been granted by the department of natural resources under Wis. Stats. § 287.11(2m), or Wis. Admin. Code § NR 544.14.

Sec. 38-67. - Care of separated recyclable materials.

To the greatest extent practicable, the recyclable materials separated in accordance with section 38-65 shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other nonrecyclable materials, including, but not limited to, household hazardous waste, medical waste and agricultural chemical containers. Recyclable materials shall be stored in a manner that protects them from wind, rain and other inclement weather conditions.

Sec. 38-68. - Management of lead acid batteries, major appliances, waste oil and yard waste.

Occupants of single-family and two- to four-unit residences, multiple-family dwellings and nonresidential facilities and properties shall manage lead acid batteries, major appliances, waste oil and yard waste as follows:

- (1) Lead acid batteries shall be taken to a retail business for exchange at the time of purchase of a replacement battery.
- (2) Major appliances shall be disposed of by a firm that collects and disposes of such items for salvage.
- (3) Waste oil shall be deposited into the waste oil receptacle located to the rear of the village hall.
- (4) Yard waste shall be placed at the roadside of the occupant's dwelling for collection. Plastic bags shall not be used for yard waste disposal.

Sec. 38-69. - Preparation and collection of recyclable materials.

Except as otherwise directed by the village board, occupants of single-family and two- to four-unit residences shall do the following for the preparation and collection of the separated materials specified in section 38-65:

- (1) Aluminum containers shall be rinsed of product residue and deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- (2) Bi-metal containers shall be rinsed of product residue and deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- (3) Corrugated paper or other container board shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- (4) Glass containers shall be rinsed of product residue and any caps removed and discarded. The containers shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- (5) Magazines shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- (6) Newspapers shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- (7) Office paper shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.

- (8) Rigid plastic containers shall be prepared and collected as follows:
  - a. Plastic containers shall be rinsed of product residue and any caps removed and discarded. The containers shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- (9) Steel containers shall be rinsed of product residue and any caps removed and discarded. The containers shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- (10) Waste tires shall be taken to a retail tire vendor for disposal at the time of replacement.
- (11) Electronics shall be taken to an authorized electronics recycler for disposal in accordance with Wisconsin Act 50.
- (12) Prescription drugs shall be taken to the Police Department or authorized facility for appropriate disposal.
- (13) Household Hazardous Waste shall be taken to licensed facilities for proper disposal.

Sec. 38-70. - Responsibilities of owners or designated agents of multiple-family dwellings.

- (a) Owners or designated agents of multiple-family dwellings shall do all of the following to recycle the materials specified in section 38-65(5) through (17):
  - (1) Provide adequate, separate containers for the recyclable materials.
  - (2) Notify tenants in writing at the time of renting or leasing the dwelling and at least semiannually thereafter about the established recycling program.
  - (3) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
  - (4) Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.
- (b) The requirements specified in subsection (a) of this section do not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the department of natural resources that recovers for recycling the materials specified in section 38-65(5) through (17) from solid waste in as pure a form as is technically feasible.

Sec. 38-71. - Responsibilities of owners or designated agents of nonresidential facilities and properties.

- (a) Owners or designated agents of nonresidential facilities and properties shall do all of the following to recycle the materials specified in section 38-65(5) through (17):
  - (1) Provide adequate, separate containers for the recyclable materials.
  - (2) Notify in writing, at least semiannually, all users, tenants and occupants of the properties about the established recycling program.
  - (3) Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.
  - (4) Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.
- (b) The requirements specified in subsection (a) of this section do not apply to the owners or designated agents of nonresidential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the department of natural resources

that recovers for recycling the materials specified in section 38-65(5) through (17) from solid waste in as pure a form as is technically feasible.

Sec. 38-72. - Enforcement.

- (a) For the purpose of ascertaining compliance with the provisions of this article, any authorized officer, employee or representative of the village may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and nonresidential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the village who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.
- (b) Any person who violates a provision of this article may be issued a citation by the village to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this subsection.
- (c) Persons violating the provisions of this article shall be punished, upon conviction, as provided in section 1-13.

Section Two: All ordinances or parts of ordinances conflicting with the provisions of this ordinance are hereby and to such extent repealed.

Section Three: This ordinance shall take effect and be in force from and after its passage and posting.

PASSED AND ADOPTED by the Village Board of Trustees of the Village of Bayside this twentieth day of February, 2020.

VILLAGE OF BAYSIDE

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Samuel D. Dickman, Village President

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Lynn A. Galyardt, Director of Finance and Administration/Village Clerk

## Chapter 38 - SOLID WASTE<sup>[1]</sup>

### Footnotes:

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**State Law reference**— Solid waste generally, Wis. Stats. chs. 287—289; littering, Wis. Stats. § 287.81; solid waste reduction, recovery and recycling, Wis. Stats. § 287.07 et seq.; municipal solid waste duties and powers, Wis. Stats. §§ 287.09, 287.10.

### ARTICLE I. - IN GENERAL

#### Sec. 38-1. - Composting.

(a) *Purpose.* The purpose of this section is to promote the recycling of yard wastes through composting and to establish minimum standards for proper composting maintenance.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Composting* is the controlled biological reduction of organic waste to humus.

~~*Yard waste* is the organic waste produced from the growing, trimming and removal of grass, branches (not exceeding one inch in diameter), bushes, shrubs, plants, leaves and garden debris.~~

(c) *Maintenance.* Compost piles shall be maintained using approved composting procedures to comply with the following requirements:

(1) Compost shall be enclosed in a freestanding compost bin. Each compost bin shall be no larger in volume than 125 cubic feet and no taller than 48 inches.

(2) Compost bins shall be so maintained as to prevent the attraction of rodents, animal pests or insects.

(3) Compost bins shall be maintained so as to prevent unpleasant odors.

(4) No compost bin shall be permitted to deteriorate to such condition as to have an adverse effect on the surrounding property or neighborhood or village in general.

(5) Compost bins shall be located not less than three feet from a property line or principal building or dwelling and three feet from any detached accessory building. A variance from these setback requirements may be applied for if the property owner can show a hardship exists which prohibits compliance. Any variance application must include a signed written approval of the variance request from adjacent property owners. Variances may be granted by the architectural review committee. Screening and/or fencing of compost bins may be required as a condition of a variance being granted.

(6) Compost bins may be located only in a rear yard. No compost bin on a corner lot shall be located less than ten feet from the property line adjacent to a street.

(d) *Penalty provision.* The penalty provisions of section 1-13 are hereby adopted, and any person found guilty of a violation of this section shall upon conviction be subject to the penalties provided for in section 1-13.

(Code 1997, § 82-1; Ord. No. 326, § 1(11.09), 8-6-1992; Ord. No. 95-365, § 1, 12-7-1995; Ord. No. 01-483, § 1, 8-1-2001)

Secs. 38-2—38-20. - Reserved.

## ARTICLE II. - REFUSE AND YARD WASTE COLLECTION AND DISPOSAL

### Sec. 38-21. - 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:

*Commercial* refers to business enterprises and activities associated therewith, including ~~churches, religious institutions, public and parochial~~ educational institutions, charitable organizations and apartment buildings.

*Construction waste* means waste from building construction, alteration or repair and earth from excavation.

*Contractor* means an individual or business entity which receives payment for work.

~~*Curb refuse* means tree branches, shrub clippings, fruit of yard trees, leaves, stones, bricks and other refuse collected around the yard of a residence.~~

*Domestic* refers to dwelling units and household activities associated therewith.

*Garbage* means waste, animal, fish, fowl, fruit or vegetable matter, including fruit of yard trees, incident to and resulting from the use, preparation and storage of food for human consumption, including spoiled food, but does not include items when enclosed in containers of a noncombustible nature.

*General refuse* means the worthless, useless part of something; trash; leavings.

*Premises* means a parcel of land and may consist of one or more village lots upon which any building or group of buildings is located and shall include more than one building located upon a lot or lots under a single ownership or management.

*Special refuse* consists of large items such as appliances, water tanks and other large household equipment items and mattresses.

*Waste/rubbish* means useless, unused, unwanted or discarded material.

*Yard refuse-waste* means the organic, clean, woody vegetative material no greater than six (6) inches in diameter waste produced from the growing, trimming and removal of branches, bushes, shrubs, leaves, plants, roots, stumps, garden debris, and similar items. The term "yard waste" does not include dirt or grass.

(Code 1997, § 82-31; Ord. No. 325, § 1(11.08a), 6-4-1992; Ord. No. 98-414, §§ 1—3, 5-7-1998)

### Sec. 38-22. - Yard refuse; construction waste.

- (a) No person shall dump, place or cause to be placed on any part of the right-of-way of any public roadway any refuse, debris, rubbish, garbage, leaves or other litter of any kind except as hereinafter specifically permitted.
- (b) The department of ~~community and utility services~~ public works will not collect any contractor's material, refuse, construction waste, or yard refuse. The collection and disposal of these items shall be the responsibility of the property owner.
- (c) Yard ~~waste-refuse~~ limitations and instructions for pickup.
  - (1) ~~Tree limbs.~~ Tree limbs up to ~~five-six~~ inches in diameter and not longer than five feet in length laying parallel to the roadway near the roadside will be collected.
  - (2) *Yard refuse.* Any plant or woody material must be placed at the roadside. ~~Any like m~~ Material should be combined ~~to reduce the amount of~~ into one (1) piles on the per property needing collection. Residents ~~are asked to shall~~ place any smaller materials in brown yard waste bags or reusable containers. Any material placed in plastic bags will not be collected.

- (3) *Seasonal leaves and lawn raking.* During the period of collection as defined herein, the department of ~~community and utility services~~public works will collect leaves when those leaves have been raked at the edge of the roadside beginning in October and through the end of November, weather permitting, and at other times as determined by the village ~~board~~manager from time to time.
- (4) *Bulk item pickup.* Excessive amounts of yard waste will not be collected without a scheduled bulk-item pick up. See section 38-24 on special refuse collection. Amounts are determined to be excessive if they are greater than five feet by five feet by ten feet or 250 cubic feet, whichever is less.

(Code 1997, § 82-32; Ord. No. 325, § 1(11.08b), 6-4-1992; Ord. No. 98-414, § 4, 5-7-1998; Ord. No. 02-501, §§ 1—3, 10-3-2002; Ord. No. 14-648, § 1, 6-12-2014)

Sec. 38-23. - Preparation, storage and disposal.

- (a) Domestic wastes, unless specifically excluded, shall be collected by the department of ~~community and utility services~~public works in a manner that is regulated by the village and set forth by the village ~~board~~manager from time to time.
- (b) Only those carts which are authorized by the village shall be picked up.
- (c) The carts, which are issued by the village, are owned and maintained by the property and must stay with the property.
- (d) Carts must be out and available for pick up by 7:00 a.m. the day of the pickup. Carts cannot be placed curbside earlier than 5:00 p.m. the day before scheduled pickup.
- (e) Carts shall be returned by the occupant to the point of storage within 12 hours after pickup.
- (f) Carts must be placed within three feet of the edge of the pavement, either on the terrace or at the end of your driveway, and must have the back side of the cart with the wheels and handle facing away from the street.
- (g) Carts containing unacceptable materials will not be collected.
- (h) Loose items stored outside of carts will not be picked up.

(Code 1997, § 82-33; Ord. No. 325, § 1(11.08c), 6-4-1992; Ord. No. 08-579, § 1, 3-6-2008; Ord. No. 10-611, § 1, 7-22-2010)

Sec. 38-24. - Special refuse collection.

- (a) Large appliances, bulky materials, excessive yard waste or excess waste will not be picked up except by special pickup notice. These pickups must be scheduled in advance. Items to be picked up must be placed adjacent to a residence driveway outside of the garage three (3) feet from the edge of the pavement; either on the terrace or at the end of the property's driveway or such other location agreed upon by the Department of Public Works. These collections require a fee.
- (b) If a resident misses rubbish and/or roadside collection, arrangements may be made to have these materials collected by requesting a rubbish callback, which shall require a fee.
- (c) A fee schedule is established and shall be in such amounts as established by the village board from time to time by ordinance or resolution.

(Code 1997, § 82-34; Ord. No. 325, § 1(11.08d), 6-4-1992; Ord. No. 98-414, § 5, 5-7-1998; Ord. No. 02-501, § 4, 10-3-2002; Ord. No. 08-580, § 1, 3-6-2008; Ord. No. 14-648, § 2, 6-12-2014)



Sec. 38-25. - Removal of noncomplying refuse and charge therefor.

If refuse not complying with the exceptions provided in this article has been placed on any part of the public roadway or right-of-way adjacent to any property, the resident or occupant shall remove the same within three days after receiving notice from the village. Upon the failure of any such person to comply with the three-day notice, the village shall remove the prohibited materials from the right-of-way or the public roadway and charge the full costs of such removal, including dumping or disposal fees, to the owner of the abutting real estate. The costs of removal shall be paid within ten days after billing by the village. If such costs are not paid when due, the charges shall bear interest at the rate of 1½ percent per month from the due date until paid. Any charges and accrued interest that are not paid by December 1 of the year of billing shall be entered on the tax roll as a special charge against the real estate.

(Code 1997, § 82-35; Ord. No. 325, § 1(11.08e), 6-4-1992)

Sec. 38-26. - General rules.

The village board may adopt general rules relating to roadside pickup and related matters, which rules are incorporated in this article by reference. A copy of the rules initially adopted by the village board and subsequently amended shall be furnished in writing to all village residents by means of the village [newsletter website](#) or otherwise, ~~shall be posted at conspicuous places in the village,~~ and shall at all times remain on file in the office of the village clerk. Violation of the rules adopted by the village board and incorporated in this article by reference shall constitute a violation of this article and subject the person violating such rules to the penalty provisions of section 38-27.

(Code 1997, § 82-36; Ord. No. 325, § 1(11.08f), 6-4-1992)

Sec. 38-27. - Penalty provision.

Any person found guilty of a violation of this article shall upon conviction be subject to the penalties provided for in section 1-13.

(Code 1997, § 82-37; Ord. No. 325, § 1(11.08g), 6-4-1992)

Secs. 38-28—38-57. - Reserved.

ARTICLE III. - RECYCLING

Sec. 38-58. - Purpose.

The purpose of this article is to promote recycling, composting, and resource recovery through the administration of an effective recycling program as provided in Wis. Stats. §§ 287.10—287.13 and Wis. Admin. Code ch. NR 544.

(Code 1997, § 82-71; Ord. No. 94-346, § 48.1.02, 12-22-1994)

Sec. 38-59. - Statutory authority.

This article is adopted as authorized under Wis. Stats. §§ 287.10—287.13 and 61.35 and Wis. Admin. Code ch. NR 544.

(Code 1997, § 82-72; Ord. No. 94-346, § 48.1.03, 12-22-1994)

Sec. 38-60. - Abrogation and greater restrictions.

It is not intended by this article to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this article imposes greater restrictions, the provisions of this article shall apply.

(Code 1997, § 82-73; Ord. No. 94-346, § 48.1.04, 12-22-1994)

Sec. 38-61. - Interpretation.

In their interpretation and application, the provisions of this article shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the state statutes. Where any terms or requirements of this article may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this article is required by state statutes, or by a standard in Wis. Admin. Code ch. NR 544, and where the provision of this article is unclear, the provision shall be interpreted in light of the state statutes and the Wis. Admin. Code ch. NR 544 standards in effect on December 22, 1994, or in effect on the date of the most recent text amendment to this article.

(Code 1997, § 82-74; Ord. No. 94-346, § 48.1.05, 12-22-1994)

Sec. 38-62. - Applicability.

The requirements of this article apply to all persons within the village.

(Code 1997, § 82-75; Ord. No. 94-346, § 48.1.07, 12-22-1994)

Sec. 38-63. - Administration.

The provisions of this article shall be administered by the village manager.

(Code 1997, § 82-76; Ord. No. 94-346, § 48.1.08, 12-22-1994)

Sec. 38-64. - 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:

*Bi-metal container* means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

*Container board* means corrugated paperboard used in the manufacture of shipping containers and related products.

~~*Foam polystyrene packaging* means packaging made primarily from foam polystyrene that satisfies one of the following criteria:~~

- ~~(1) Is designed for serving food or beverages.~~
- ~~(2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.~~
- ~~(3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.~~

*HDPE* means high-density polyethylene, ~~labeled by the SPI Code #2.~~

*LDPE* means low-density polyethylene, ~~labeled by SPI Code #4.~~

*Magazines* means magazines and other materials printed on similar paper.

*Major appliance* means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove.

*Multiple-family dwelling* means a property containing five or more residential units, including those which are occupied seasonally.

*Newspaper* means a newspaper and other materials printed on newsprint.

*Nonresidential facilities and properties* means commercial, retail, industrial, institutional and governmental facilities and properties. The term "nonresidential facilities and properties" does not include multiple-family dwellings.

*Office paper* means ~~high-grade~~ printing and writing papers ~~from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high-grade. The term "office paper" does not include industrial process waste.~~

*Other resins or multiple resins* means plastic resins ~~labeled by the SPI Code #7.~~

*Person* includes any individual, corporation, partnership, association, local governmental unit, as defined in Wis. Stats. § 66.299(1)(a), state agency or authority or federal agency.

*PETE* means polyethylene terephthalate, ~~labeled by the SPI Code #1.~~

*Plastic container* means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack that is originally used to contain a product that is the subject of a retail sale.

*Postconsumer waste* means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Wis. Stats. § 144.61(5), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Wis. Stats. § 144.44(7)(a)1.

*PP* means polypropylene, ~~labeled by the SPI Code #5.~~

*PS* means polypropylene, ~~labeled by the SPI Code #6.~~

*PVC* means polyvinyl chloride, ~~labeled by the SPI Code #3.~~

*Recyclable materials for curbside collection* includes ~~lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers; waste tires; and bi-metal containers empty and clean cardboard, paper, glass bottles and containers, food and beverage cans and containers, and plastic bottles and containers.~~

*Solid waste* has the meaning specified in Wis. Stats. § 287.01(10).

*Solid waste facility* has the meaning specified in Wis. Stats. § 287.01(11).

*Solid waste treatment* means any method, technique or process that is designed to change the physical, chemical or biological character or composition of solid waste.

*Treatment* includes incineration.

*Waste tire* means a tire that is no longer suitable for its original purpose ~~because of wear, damage or defect.~~

~~*Yard waste* means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than six inches in diameter. The term "yard waste" does not include stumps, roots or shrubs with intact root balls.~~

(Code 1997, § 82-77; Ord. No. 94-346, § 48.1.10, 12-22-1994)

Sec. 38-65. - Separation of recyclable materials.

Occupants of single-family and two- to four-unit residences, multiple-family dwellings and nonresidential facilities and properties shall separate the following materials from postconsumer waste:

- (1) Lead acid batteries.
- (2) Major or minor appliances.
- (3) Waste oil.
- (4) Yard waste.
- (5) Aluminum containers.
- (6) Bi-metal containers.
- (7) Corrugated paper or other container board.
- ~~(8) Foam polystyrene packaging.~~
- (98) Glass containers.
- ~~(409)~~ Magazines.
- ~~(140)~~ Newspaper.
- ~~(121)~~ Office paper.
- ~~(132)~~ Rigid plastic containers.  
~~made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins.~~
- ~~(143)~~ Steel containers.
- ~~(154)~~ Waste tires.
- (15) Electronics
- (16) Prescription Drugs
- (17) Household Hazardous Waste

(Code 1997, § 82-78; Ord. No. 94-346, § 48.1.11, 12-22-1994)

Sec. 38-66. - Separation requirements exempted.

The separation requirements of section 38-65 do not apply to the following:

- (1) Occupants of single-family and two- to four-unit residences, multiple-family dwellings and nonresidential facilities and properties that send their postconsumer waste to a processing facility licensed by the state department of natural resources that recovers the materials specified in section 38-65 from solid waste in as pure a form as is technically feasible.
- (2) Solid waste that is burned as a supplemental fuel at a facility if less than 30 percent of the heat input to the facility is derived from the solid waste burned as supplemental fuel.
- (3) A recyclable material specified in section 38-65(5) through ~~(175)~~ for which a variance has been granted by the department of natural resources under Wis. Stats. § 287.11(2m), or Wis. Admin. Code § NR 544.14.

(Code 1997, § 82-79; Ord. No. 94-346, § 48.1.12, 12-22-1994)

Sec. 38-67. - Care of separated recyclable materials.

To the greatest extent practicable, the recyclable materials separated in accordance with section 38-65 shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other nonrecyclable materials, including, but not limited to, household hazardous waste, medical waste and agricultural chemical containers. Recyclable materials shall be stored in a manner that protects them from wind, rain and other inclement weather conditions.

(Code 1997, § 82-80; Ord. No. 94-346, § 48.1.13, 12-22-1994)

Sec. 38-68. - Management of lead acid batteries, major appliances, waste oil and yard waste.

Occupants of single-family and two- to four-unit residences, multiple-family dwellings and nonresidential facilities and properties shall manage lead acid batteries, major appliances, waste oil and yard waste as follows:

- (1) Lead acid batteries shall be taken to a retail business for exchange at the time of purchase of a replacement battery.
- (2) Major appliances shall be disposed of by a firm that collects and disposes of such items for salvage.
- (3) Waste oil shall be deposited into the waste oil receptacle located to the rear of the village hall.
- (4) Yard waste shall be placed at the roadside of the occupant's dwelling for collection. Plastic bags shall not be used for yard waste disposal.

(Code 1997, § 82-81; Ord. No. 94-346, § 48.1.14, 12-22-1994)

Sec. 38-69. - Preparation and collection of recyclable materials.

Except as otherwise directed by the village board, occupants of single-family and two- to four-unit residences shall do the following for the preparation and collection of the separated materials specified in section 38-65:

- (1) Aluminum containers shall be rinsed of product residue and deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- (2) Bi-metal containers shall be rinsed of product residue and deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- (3) Corrugated paper or other container board shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- ~~(4) Foam polystyrene packaging shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.~~
- (54) Glass containers shall be rinsed of product residue and any caps removed and discarded. The containers shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- (65) Magazines shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- (76) Newspapers shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- (87) Office paper shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- (98) Rigid plastic containers shall be prepared and collected as follows:

- a. Plastic containers ~~made of PETE~~ shall be rinsed of product residue and any caps removed and discarded. The containers shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.
- b. ~~Plastic containers made of HDPE shall be rinsed of product residue and any caps removed and discarded. The containers shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.~~
- c. ~~Plastic containers made of PVC shall be rinsed of product residue and any caps removed and discarded. The containers shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.~~
- d. ~~Plastic containers made of LDPE shall be rinsed free of product residue, and caps shall be removed and discarded. The containers shall be placed into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.~~
- e. ~~Plastic containers made of PP shall be rinsed free of product residue, and caps shall be removed and discarded. The containers shall be placed into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.~~
- f. ~~Plastic containers made of PS shall be rinsed free of product residue, and caps shall be removed and discarded. The containers shall be placed into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.~~
- g. ~~Plastic containers made of other resins or multiple resins shall be rinsed free of product residue, and caps shall be removed and discarded. The containers shall be placed into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.~~

(409) Steel containers shall be rinsed of product residue and any caps removed and discarded. The containers shall be deposited into approved recycling carts and placed on the right-of-way for collection by the village at the designated dates and times.

(4410) Waste tires shall be taken to a retail tire vendor for disposal at the time of replacement.

(11) Electronics shall be taken to an authorized electronics recycler for disposal in accordance with Wisconsin Act 50.

(12) Prescription drugs shall be taken to the Police Department or authorized facility for appropriate disposal.

(13) Household Hazardous Waste shall be taken to licensed facilities for proper disposal.

(Code 1997, § 82-82; Ord. No. 94-346, § 48.1.15, 12-22-1994; Ord. No. 10-610, § 1, 7-22-2010)

Sec. 38-70. - Responsibilities of owners or designated agents of multiple-family dwellings.

- (a) Owners or designated agents of multiple-family dwellings shall do all of the following to recycle the materials specified in section 38-65(5) through (175):
  - (1) Provide adequate, separate containers for the recyclable materials.
  - (2) Notify tenants in writing at the time of renting or leasing the dwelling and at least semiannually thereafter about the established recycling program.
  - (3) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
  - (4) Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.

- (b) The requirements specified in subsection (a) of this section do not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the department of natural resources that recovers for recycling the materials specified in section 38-65(5) through (175) from solid waste in as pure a form as is technically feasible.

(Code 1997, § 82-83; Ord. No. 94-346, § 48.1.16, 12-22-1994)

Sec. 38-71. - Responsibilities of owners or designated agents of nonresidential facilities and properties.

- (a) Owners or designated agents of nonresidential facilities and properties shall do all of the following to recycle the materials specified in section 38-65(5) through (175):
- (1) Provide adequate, separate containers for the recyclable materials.
  - (2) Notify in writing, at least semiannually, all users, tenants and occupants of the properties about the established recycling program.
  - (3) Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.
  - (4) Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.
- (b) The requirements specified in subsection (a) of this section do not apply to the owners or designated agents of nonresidential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the department of natural resources that recovers for recycling the materials specified in section 38-65(5) through (175) from solid waste in as pure a form as is technically feasible.

(Code 1997, § 82-84; Ord. No. 94-346, § 48.1.17, 12-22-1994)

~~Sec. 38-72. - Prohibitions on disposal of recyclable materials separated for recycling.~~

~~No person may dispose in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in section 38-65(5) through (15) that have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.~~

~~(Code 1997, § 82-85; Ord. No. 94-346, § 48.1.18, 12-22-1994)~~

Sec. 38-723. - Enforcement.

- (a) For the purpose of ascertaining compliance with the provisions of this article, any authorized officer, employee or representative of the village may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and nonresidential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the village who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.
- (b) Any person who violates a provision of this article may be issued a citation by the village to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law

relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this subsection.

- (c) Persons violating the provisions of this article shall be punished, upon conviction, as provided in section 1-13.

(Code 1997, § 82-86)





February 14, 2020

Andy Pederson  
Village of Bayside  
9075 N. Reagent Road  
Bayside, WI 53217

**RE: Landscape Management Services at Village of Bayside**

Dear Andy,

Thank you for your past business. We are pleased to submit our renewal quotation for Landscape Management Services.

KEI will provide all labor, equipment, tools, materials, supervision, and any other service necessary to complete the following in an orderly and professional manner.

**Spring Clean-up**

Accumulated winter debris, leaf accumulations, matted grass, etc., will be cleaned up and removed. Minor and incidental gravel accumulations will be raked from turf. Minor and incidental sod scraps from snowplowing damage will either be put back in place or removed. All generated debris will be collected and hauled off site.

**Weekly Mowing**

Weekly mowing of Village areas identified as follows:

1. Village Hall/PD Property
2. Ellsworth Park
3. Brown Deer Rd. Entry Medians
4. Intersection of Lake Drive/BDR
5. Port Washington Road Islands
6. PWR ROW (south of Laramie)
7. PWR ROW (north of Laramie)

### **Bi-Weekly Mowing**

Bi-Weekly mowing of Village areas identified as follows:

1. Brown Deer Rd. Ditches
2. NSFD
3. Tennyson Island
4. Regent Road Island
5. Broadmoor Cul-de-sacs
6. Ravine Baye Curve Trimming
7. Miller Court
8. Buttles/Lake Ditch
9. Fielding/Buttles Island
10. Pelham/Buttles Island
11. Sleepy Hollow Cul-de-sac
12. Standish Cul-de-sac
13. 621 Brown Deer Road Pond
14. Pelham/E. Manor Island
15. W. County Line Road
16. Wakefield Court
17. I-43 Off Ramp Porkchops
18. Brown Deer Road Residential Ditches
19. Fairway Circle Cul-de-sacs

### **Bed Maintenance**

Maintain Village planting beds. Work to include weeding through a combination of hand pulling and spraying. Removal of spent perennials, flowers and sucker growth on ornamental trees. Areas identified as follows:

1. Southwest corner of PWR and CLR (planter)
2. Cul-de-sacs in north shore east
3. Lions Gates at corner of Lake Drive and Fairy Chasm
4. Northwest corner of BDR and Lake Drive
5. Village entrance bed on Lake Drive, south of Buttles Pl.
6. Median beds along N. PWR
7. Ellsworth Park beds
8. Village hall Property Beds
9. Planter bed south of BDR (in front of River Point Shopping Center)
10. Planter bed at dead end of Fairy Chasm
11. Median beds along BDR
12. Sprays on Brown Deer Road terrace area

### **Hedging / Trimming of Shrubs**

All formal shrubs and hedges will be shaped and hedged once during the season.

### **Contract Price, Payment Schedule, and Term:**

Total Contract Price Less any Applicable Tax:       \$32,000.00

To be paid in eight (8) equal monthly installments of \$4,000.00

This contract shall be in effect for the following term:

April 1, 2020 to November 30, 2020  
April 1, 2021 to November 30, 2021 Price: \$36,500.00  
April 1, 2022 to November 30, 2022 Price: \$37,919.00  
April 1, 2020 to November 30, 2020 Price: \$38,298.00  
April 1, 2020 to November 30, 2020 Price: \$38,681.00

## Purpose & Overview

Contractor shall ensure the proper maintenance of all Village owned properties, including Village Hall/Police Department grounds, Ellsworth Park, and all medians & cul-de-sacs, Maintenance includes, but it not limited to mowing, string trimming, weeding, all Village maintained right-of-way, as well as plantings, pruning, watering and site cleaning subject to the inspection of the Village Manager or designee (the "Work").

### Agreement Requirements and Obligations

- a. The work specified hereunder provides for the maintenance of all Village owned property and Village maintained right-of-ways. The sizes of the areas given in the schedules are estimated from Village maps, are general, and not exact. Work is done on a weekly or biweekly basis, depending upon the location.
- b. Contractor shall commence operations within 10 days after notification by the Village, unless agreed upon by both parties. Work shall be done under the direction of and subject to the inspection of the Village Manager or designee.
- c. All Work and materials supplied under this proposal shall conform to Occupational Safety Health Organization (OSHA) and Department of Industry Labor and Human Relations (DIHLR) regulations.
- d. Contractor shall be responsible for damage resulting from his operations including, but not limited to: street lights; sprinkler systems; trees and plantings on private property, parkways and adjacent lawns; sidewalks and drive approach; picnic tables; fencing. The contractor shall repair ruts in lawn resulting from operations. Damaged sidewalk slabs, street lights, street or traffic signs, picnic tables, or fencing will be repaired by Village with the cost of repairs to be deducted from funds due the contractor. Damage to adjoining trees shall be repaired or replaced immediately as directed by the Village. Broken or damaged branches that are hanging shall be removed by the contractor before leaving the location.
- e. Contractor shall operate between the hours of 7:00 A.M. to 7:00 P.M., Monday through Saturday, except legal holidays. Work will be allowed on Sundays or holidays only with the written approval of the Village Manager or designee. Work done on Sundays or holidays without the written approval shall not be paid by the Village. The unpaid sum will be considered and treated not as a penalty, but as fixed, agreed, and liquidated damages due to the Village.
- f. The Village reserves the right to request correction of the Work that is deemed unsatisfactory and the right terminate the Contract upon advanced notice of thirty (30) days, after a notice to correct has been issued, if in the opinion of the Village Manager, the work is not being done in accordance with the specifications or if the Contractor does not exercise due diligence to avoid unnecessary damage to public and/or private property. All costs for correction requests shall be at the Contractor's expense.
- g. Services shall be paid upon the areas completed and approved by the Village. Payment shall be made through the Village's payable process in arrears.
- h. Contractor shall provide, erect, and maintain a safe worksite. Adequate safety jackets shall be worn at all times by personnel. The contractor shall provide adequate grounds personnel to control and protect traffic, pedestrians, and personnel at all times.
- i. At the end of each workday, the Contractor shall clean up all debris collected and/or resulting from his operations to the satisfaction of the Village. The Contractor shall dispose of materials at a location provided by the Village. No extra charge shall be allowed for hauling of materials. The bid prices shall include the cost of all of the phases of each respective operation.
- j. This is a limited service contract for 2017 renewable at the Village's option. Village shall have the option to terminate this Contract for convenience on thirty (30) days' notice without penalty.

## Scope of Work

**General Landscape Work Requirements**

The Village requires that the shrubbery, perennial beds, tree mulch rings located on the medians/service drives off Brown Deer Road, Port Washington Road, Village maintained medians and right-of-ways, and other locations as specified, be maintained as required by the Village in this document.

- a. Contractor shall mow, trim and maintain the overall appearance of all Village right of way areas, as outlined in the specifications of this document.
- b. Contractor shall keep all Village owned and maintained properties clear of unwanted growth of plants, including but not limited to weeds and invasive species.
- c. Contractor shall monitor all plants and recommend replacement or alternative solutions for failing plants, vacant locations, or at the Village's request.
- d. All plant materials shall be as free of insects and disease, as feasibly possible. Public and environmental safety is to be considered when applying pesticides. The Contractor may apply herbicide in accordance with State regulations to all plant bed areas and/or edges, around trees in combination with line trimming. Herbicide shall not migrate nor shall it affect trees or plants in the beds. The Contractor shall submit herbicide descriptions and application rates to the Village Manager or designee for approval.
- e. As necessary, Contractor may provide watering to plantings to ensure their survival (after planting or during summer dry conditions if needed).
- f. Contractor shall remove litter and debris during maintenance visits in order to ensure a neat appearance.
- g. Contractor shall rake smooth and cultivate soil surfaces regularly.

**Special Events and Activities Work Requirements**

In addition to the landscape work outlined above, the Contractor shall perform the following landscape maintenance work as required to the Village.

1. **MEMORIAL DAY WEEKEND:** The Contractor shall closely coordinate their work schedule with the Village at this time. The Contractor shall ensure all Village owned and maintained properties, particularly Ellsworth Park, have the best appearance for this holiday weekend.
2. **4TH OF JULY:** The Contractor shall closely coordinate their work schedule with the Village at this time. The Contractor shall ensure all Village owned and maintained properties, particularly Ellsworth Park, have the best appearance for this holiday.
3. **LABOR DAY WEEKEND:** The Contractor shall closely coordinate their work schedule with the Village at this time. The Contractor shall ensure all Village owned and maintained properties, particularly Ellsworth Park, have the best appearance for this holiday weekend.
4. **ANNUAL PICNIC:** The Contractor shall closely coordinate their work schedule with the Village at this time. The second Saturday in September (unless otherwise designated) the Village holds an annual picnic at Ellsworth Park. Tents and picnic services will be setup the week prior to the picnic. It is imperative that all plant bed preparation and other work be completed for this event.

## Terms & Conditions

The Contractor agrees to furnish labor and materials and is authorized by you to treat the property at the address shown on the front of this agreement. You represent and warrant to the Contractor that the person signing this agreement on your behalf has the authority to grant the contractor the right to treat the property in accordance with this agreement. The procedures used will be determined solely by the contractor.

Should an application or treatment cause direct damage to any turf or plant, the contractor will either replace the turf or plant or provide you with reasonable replacement costs. The contractor is in no event responsible for any incidental, consequential, or special damages arising or resulting from the performance or nonperformance of any obligations under this agreement. Damages such as emotional distress, lost profits, lost time from work, and other such incidental or consequential damages are not recoverable under this contract.

**Special Notes:** No oral interpretation shall be made to any meaning of these specifications. Interpretations, if made, shall be in written form. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. This contract shall be interpreted and enforced in accordance with the laws of the state of Wisconsin. The failure of the contractor to enforce any right accruing under this agreement shall not be construed as a waiver of a subsequent right of the contractor to enforce the same or any other right, term or condition.

Nothing contained within this agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 5.893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

**Insurance:** Contractor shall provide occurrence based General Liability and Umbrella Liability insurance naming Village, its elected or appointed officials, and its employees as additional insureds in coverage amounts and from carriers with "A" rating or better by A.M. Best Co. Contractor shall also provide proof of Worker's compensation and automobile liability insurance in coverage amounts and from carriers with "A" rating or better by A.M. Best Co.

**Termination:** This agreement shall be subject to termination upon the occurrence of the following events: If either party hereto defaults on any of its material obligations, representations or warranties under this agreement, the non-defaulting party shall notify the other party in writing, specifying in sufficient details the nature and extent of such breach and, unless within forty-five (45) calendar days after receipt of written notice of such default the defaulting party remedies the default, this agreement will terminate. If (a) either party files a petition for bankruptcy or is adjudicated a bankruptcy; (b) a petition in bankruptcy is filed against either party; (c) either party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy law; (d) either party discontinues its business, then the other party shall have the right to terminate this agreement immediately upon written notice.

In the event such separation becomes necessary or the client needs to truncate this agreement prior to its scheduled conclusion, the services provided, rental and/or lease agreements made, materials procured on behalf of the client to date will be recalculated per prevailing Time and Material rates and converted into a Time and Material billing to date so as to make the contractor whole with respect to this agreement. Should there be a difference between the Time and Material billing and the payments made to date; the client will pay the greater of the two.

You agree to notify the contractor in writing in the event that you sell the property which is the subject of this agreement. This agreement will be terminated upon receipt by contractor of your written notice that you have sold the property.

**Notice of Lien Rights:** As required by the Wisconsin Construction Lien Law, Kujawa Enterprises, Inc. (KEI) hereby notifies the owner that persons or companies furnishing labor or materials for the improvement on the owner's land may have lien rights on owner's land and buildings if they are not paid for such labor or materials. Those entitled to lien rights, in addition to the undersigned KEI are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the improvement. Accordingly, the owner will probably receive notices from those who furnish labor or materials for the improvement and should give a copy of each notice received to his mortgage lender, if any. KEI agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

**Notice to Customer:** Before we apply any pesticides to your property, we will provide you with any of the following information that you request: the chemical or brand name of each pesticide that may be applied; a copy of the pesticide label for each pesticide that may be applied (the label will tell you of the pesticide active ingredient, use direction and safety precautions); each date on which pesticides will be applied; a contact name, address and telephone number where you can obtain further information about the pesticide application.

**Acceptance:** The Contractor reserves the right to re-bid any proposals that are not accepted within 30 days of bid date submitted. This Agreement is subject to Contractor's capacity at the time Contractor receives the executed contract and Customer Account(s) are current. If at that time there is not any remaining capacity or Account(s) is/are more than 60 days overdue, then Contractor has the right to suspend or void this contract.

**Payment Terms:** Monthly per the following schedule. All payments are due in full by the fifteenth (15) day of the month. The contractor reserves the right to assess a late fee of 1.5% per month (18% annually), on all late payments over 30 days. If the owner's account is past due, the contractor may with written notice, suspend its obligation to perform services until the contractor receives all amounts past due and owing. During the period of such suspension, the owner agrees and understands that the contractor will not be liable for any costs or damages, including but not limited to consequential damages, to the owner or any other party that may arise from or be related to such suspension of services. The owner agrees to pay all reasonable attorney's fees and all other costs incurred by the contractor to collect past due amounts.

Please review our proposal and terms and conditions carefully, and do not hesitate to call with any questions and/or comments you may have.

If you find this proposal acceptable, please sign where indicated and return to KEI. You may fax your acceptance to my attention at (414) 766-9780.

Thank you again for your consideration.

Sincerely,

**KUJAWA ENTERPRISES, INC.**



Nathan Ekman  
Account Manager

Accepted: \_\_\_\_\_

Date \_\_\_\_\_

Print Name: \_\_\_\_\_

**Payment Options:**

Invoice Me Monthly

Please send invoice via US mail

Please send invoice via email

Please call me to:

Set up an ACH payment

Change my billing contact info

## Administrative Services January 2020 Report

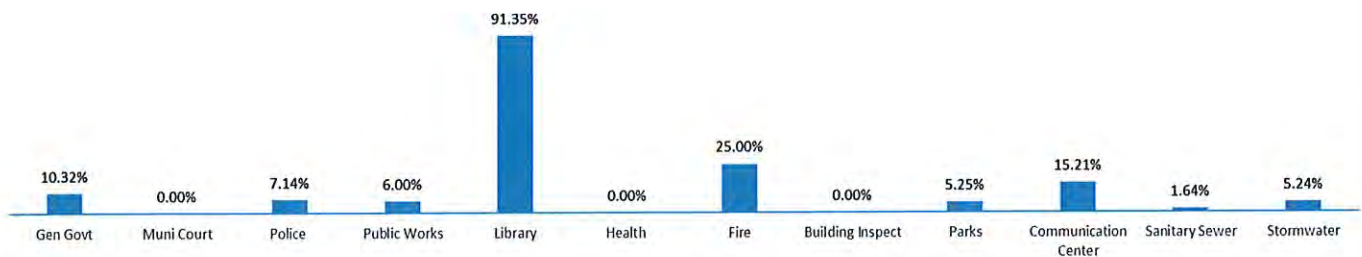
### Highlights/Accomplishments:

- Absentee voting has begun for the February 18 Spring Primary election. In Milwaukee County, there are 2 contests for judges, the Justice of the Supreme Court and Circuit Court as well as the County Executive. Ozaukee County has one contest, the Justice of the Supreme Court.
- Tax collection continues:
  - 2019 Ozaukee County YTD: 67.99% (2018 YTD: 65%)
  - 2019 Milwaukee County YTD: 72.80% (2018 YTD: 69%)
- Tobacco licensing information was submitted to the Wisconsin Department of Health Services.
- Pre-election and public testing of the election equipment for both Milwaukee and Ozaukee County was held.
- Staff attended several Badger Book Electronic poll book informational and training meetings. Badger Books will be debuted at the February 18 2020 Spring Primary Election.
- December tax settlements for both Counties were calculated, and the wire transfers were submitted.
- Fourth quarter sewer and stormwater billing invoices in the amount of \$65,992.87 were calculated and mailed out.
- Transition of the North Shore Library Fiscal Agent from the Village of Fox Point was completed. There were a total of 29 Library employees added to our payroll.
- The 2019 payroll reports were completed and submitted to the IRS and the State of Wisconsin.

### Priorities for Next Month:

- Tax collection.
- Administering the 2020 Spring Primary Election.

Percentage of 2020 Budget Spent



Revenues					
	2020 YTD	2019 YTD	2020 vs. 2019	2020 Budget	Trending
General Fund	\$810,800.93	\$1,157,618.34	-30.0%	\$4,384,769	18%
Sanitary Sewer	\$747,333.31	\$558,633.48	33.8%	\$1,086,368	69%
Stormwater	\$359,768.34	\$262,530.60	37.0%	\$543,965	66%
Consolidated Dispatch	\$825,075.53	\$686,222.78	20.2%	\$2,612,850	32%
Library	\$204,171.97	\$0.00	100.0%	\$976,476	21%
Expenditures					
	2020 YTD	2019 YTD	2020 vs. 2019	2020 Budget	Trending
General Fund	\$618,848.68	\$455,084.32	36.0%	\$4,384,770	14%
Sanitary Sewer	\$25,797.55	\$11,806.05	118.5%	\$1,571,048	2%
Stormwater	\$28,479.24	\$8,012.85	255.4%	\$543,965	5%
Library	\$49,861.28	\$0.00	100.0%	\$1,016,476	5%
Consolidated Dispatch	\$397,515.33	\$166,473.00	138.8%	\$1,571,048	25%

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**JANUARY 2020  
FINANCIAL STATEMENT**



VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%	
<u>TAXES</u>						
10-41100	PROPERTY TAXES	620,805.80	620,805.80	3,184,461.00	2,563,655.20	19.5
10-41300	INTEREST ON DELINQUENT TAXES	.00	.00	12,000.00	12,000.00	.0
10-41500	PAYMENT IN LIEU OF TAXES	14,221.00	14,221.00	46,127.00	31,906.00	30.8
	<b>TOTAL TAXES</b>	<b>635,026.80</b>	<b>635,026.80</b>	<b>3,242,588.00</b>	<b>2,607,561.20</b>	<b>19.6</b>
<u>INTERGOVERNMENTAL</u>						
10-43210	COMMUNITY DEVELOPMENT BLOC	.00	.00	5,598.00	5,598.00	.0
10-43225	PUBLIC SAFETY COMMUNICATION	.00	.00	95,953.00	95,953.00	.0
10-43410	STATE SHARED REVENUES	.00	.00	60,321.00	60,321.00	.0
10-43510	RECYCLING GRANT	.00	.00	25,679.00	25,679.00	.0
10-43530	EXEMPT COMPUTER AID	.00	.00	15,160.00	15,160.00	.0
10-43540	STATE TRANSPORTATION AIDS	109,918.21	109,918.21	402,837.00	292,918.79	27.3
10-43545	ST 32 HIGHWAY AIDS	4,227.87	4,227.87	16,954.00	12,726.13	24.9
10-43600	EXPENDITURE RESTRAINT	.00	.00	79,944.00	79,944.00	.0
	<b>TOTAL INTERGOVERNMENTAL</b>	<b>114,146.08</b>	<b>114,146.08</b>	<b>702,446.00</b>	<b>588,299.92</b>	<b>16.3</b>
<u>LICENSES &amp; PERMITS</u>						
10-44100	OPERATORS LICENSE	110.00	110.00	1,000.00	890.00	11.0
10-44120	LIQUOR LICENSE	.00	.00	3,000.00	3,000.00	.0
10-44140	CIGARETTE LICENSE	.00	.00	300.00	300.00	.0
10-44220	ANIMAL LICENSES	484.91	484.91	1,750.00	1,265.09	27.7
10-44300	CABLE FRANCHISE FEES	5,408.24	5,408.24	74,000.00	68,591.76	7.3
10-44415	ARC APPLICATION FEES	.00	.00	2,000.00	2,000.00	.0
10-44420	OCCUPANCY PERMITS	150.00	150.00	140.00	10.00	107.1
10-44435	TRANSIENT MERCHANT PERMIT	.00	.00	300.00	300.00	.0
10-44460	BUILDING PERMITS	6,692.60	6,692.60	65,000.00	58,307.40	10.3
10-44495	EXCAVATION/RIGHT OF WAY/PRIVL	7.50	7.50	15,000.00	14,992.50	.1
10-44530	RUMMAGE SALE PERMITS	15.00	15.00	220.00	205.00	6.8
10-44535	DUMPSTER PERMITS	160.00	160.00	1,000.00	840.00	16.0
10-44540	SIGN PERMITS	115.00	115.00	700.00	585.00	16.4
10-44550	CONDITIONAL USE APPLICATION	.00	.00	300.00	300.00	.0
10-44560	TREE PROGRAM	.00	.00	5,000.00	5,000.00	.0
10-44570	SPECIAL EVENT PERMITS	.00	.00	250.00	250.00	.0
	<b>TOTAL LICENSES &amp; PERMITS</b>	<b>13,143.25</b>	<b>13,143.25</b>	<b>169,960.00</b>	<b>156,816.75</b>	<b>7.7</b>
<u>FINES &amp; FORFEITURES</u>						
10-45100	FINES & FORFEITURES	8,474.15	8,474.15	50,000.00	41,525.85	17.0
10-45125	MISC SERVICE FEE-NOTARY/FINGER	1.00	1.00	100.00	99.00	1.0
	<b>TOTAL FINES &amp; FORFEITURES</b>	<b>8,475.15</b>	<b>8,475.15</b>	<b>50,100.00</b>	<b>41,624.85</b>	<b>16.9</b>

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>PUBLIC CHARGES FOR SERVICES</u>					
10-46110	650.00	650.00	3,100.00	2,450.00	21.0
10-46120	.00	.00	175.00	175.00	.0
10-46130	114.60	114.60	550.00	435.40	20.8
10-46310	581.76	581.76	8,000.00	7,418.24	7.3
10-46315	.00	.00	4,800.00	4,800.00	.0
10-46320	277.50	277.50	2,600.00	2,322.50	10.7
10-46330	275.00	275.00	10,000.00	9,725.00	2.8
10-46400	.00	.00	17,500.00	17,500.00	.0
10-46415	.00	.00	17,500.00	17,500.00	.0
10-46710	.00	.00	800.00	800.00	.0
10-46715	.00	.00	1,000.00	1,000.00	.0
TOTAL PUBLIC CHARGES FOR SERVI	1,898.86	1,898.86	66,025.00	64,126.14	2.9
<u>MISCELLANEOUS REVENUE</u>					
10-48100	36,314.30	36,314.30	140,000.00	103,685.70	25.9
10-48200	1,466.49	1,466.49	500.00	966.49-	293.3
10-48210	.00	.00	150.00	150.00	.0
10-48220	310.00	310.00	5,000.00	4,690.00	6.2
10-48230	.00	.00	1,000.00	1,000.00	.0
10-48240	.00	.00	7,000.00	7,000.00	.0
10-48310	20.00	20.00	.00	20.00-	.0
TOTAL MISCELLANEOUS REVENUE	38,110.79	38,110.79	153,650.00	115,539.21	24.8
TOTAL FUND REVENUE	810,800.93	810,800.93	4,384,769.00	3,573,968.07	18.5

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>GENERAL GOVERNMENT</u>					
10-51000-110	19,141.94	19,141.94	251,280.00	232,138.06	7.6
10-51000-117	141.68	141.68	2,100.00	1,958.32	6.8
10-51000-119	11.32	11.32	217.00	205.68	5.2
10-51000-120	700.00	700.00	8,400.00	7,700.00	8.3
10-51000-125	.00	.00	6,000.00	6,000.00	.0
10-51000-130	.00	.00	7,600.00	7,600.00	.0
10-51000-150	1,653.63	1,653.63	17,805.00	16,151.37	9.3
10-51000-151	1,436.96	1,436.96	21,573.00	20,136.04	6.7
10-51000-152	177.71	177.71	1,088.00	910.29	16.3
10-51000-153	4,051.72	4,051.72	24,294.00	20,242.28	16.7
10-51000-154	101.27	101.27	544.00	442.73	18.6
10-51000-208	.00	.00	2,000.00	2,000.00	.0
10-51000-210	583.16	583.16	12,578.00	11,994.84	4.6
10-51000-211	.00	.00	58,583.00	58,583.00	.0
10-51000-213	.00	.00	8,033.00	8,033.00	.0
10-51000-214	.00	.00	18,403.00	18,403.00	.0
10-51000-217	.00	.00	28,645.00	28,645.00	.0
10-51000-219	4,980.00	4,980.00	24,900.00	19,920.00	20.0
10-51000-221	254.35	254.35	2,900.00	2,645.65	8.8
10-51000-225	.00	.00	1,000.00	1,000.00	.0
10-51000-226	185.00	185.00	510.00	325.00	36.3
10-51000-229	430.59	430.59	4,200.00	3,769.41	10.3
10-51000-230	.00	.00	2,500.00	2,500.00	.0
10-51000-238	.00	.00	6,000.00	6,000.00	.0
10-51000-300	.00	.00	800.00	800.00	.0
10-51000-310	43.73	43.73	4,000.00	3,956.27	1.1
10-51000-311	.00	.00	5,000.00	5,000.00	.0
10-51000-321	1,552.00	1,552.00	4,161.00	2,609.00	37.3
10-51000-322	.00	.00	11,500.00	11,500.00	.0
10-51000-323	.00	.00	1,000.00	1,000.00	.0
10-51000-324	.00	.00	100.00	100.00	.0
10-51000-350	.00	.00	2,000.00	2,000.00	.0
10-51000-390	.00	.00	100.00	100.00	.0
10-51000-500	.00	.00	50,000.00	50,000.00	.0
10-51000-509	.00	.00	886.00	886.00	.0
10-51000-510	20,194.32	20,194.32	21,218.00	1,023.68	95.2
10-51000-511	5,134.00	5,134.00	19,669.00	14,535.00	26.1
10-51000-512	549.00	549.00	802.00	253.00	68.5
10-51000-513	12,068.55	12,068.55	59,859.00	47,790.45	20.2
10-51000-515	151.04	151.04	1,921.00	1,769.96	7.9
10-51000-516	.00	.00	8,374.00	8,374.00	.0
10-51000-517	9,624.00	9,624.00	12,828.00	3,204.00	75.0
10-51000-591	250.00	250.00	4,000.00	3,750.00	6.3
<b>TOTAL GENERAL GOVERNMENT</b>	<b>83,415.97</b>	<b>83,415.97</b>	<b>719,371.00</b>	<b>635,955.03</b>	<b>11.6</b>

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%	
<u>MUNICIPAL COURT</u>						
10-51200-113	JUDGE FEES	.00	.00	900.00	900.00	.0
10-51200-151	SOCIAL SECURITY	.00	.00	69.00	69.00	.0
10-51200-208	SPECIAL PROSECUTORIAL SERVICES	.00	.00	5,000.00	5,000.00	.0
10-51200-211	LEGAL COUNSEL-CONTRACTED	.00	.00	23,897.00	23,897.00	.0
TOTAL MUNICIPAL COURT		.00	.00	29,866.00	29,866.00	.0
<u>POLICE</u>						
10-52100-110	WAGES FT	67,352.21	67,352.21	1,023,408.00	956,055.79	6.6
10-52100-111	OVERTIME	337.42	337.42	35,000.00	35,337.42	( 1.0)
10-52100-112	WAGES PT	2,504.51	2,504.51	29,164.00	26,659.49	8.6
10-52100-116	HOLIDAY PAY	.00	.00	32,267.00	32,267.00	.0
10-52100-117	HEALTH INSURANCE BUYOUT	.00	.00	18,900.00	18,900.00	.0
10-52100-118	SHIFT DIFFERENTIAL PAY	25.00	25.00	3,360.00	3,335.00	.7
10-52100-119	DENTAL INSURANCE BUYOUT	18.88	18.88	906.00	887.12	2.1
10-52100-150	WISCONSIN RETIREMENT SYSTEM	7,152.11	7,152.11	114,366.00	107,213.89	6.3
10-52100-151	SOCIAL SECURITY	5,389.41	5,389.41	87,618.00	82,228.59	6.2
10-52100-152	LIFE INSURANCE	130.42	130.42	798.00	667.58	16.3
10-52100-153	HEALTH INSURANCE	15,798.41	15,798.41	136,189.00	120,390.59	11.6
10-52100-154	DENTAL INSURANCE	234.71	234.71	2,583.00	2,348.29	9.1
10-52100-209	HOUSE OF CORRECTION FEES	.00	.00	1,000.00	1,000.00	.0
10-52100-210	CONTRACTUAL SERVICES	4,130.80	4,130.80	41,373.00	37,242.20	10.0
10-52100-213	LEGAL COUNSEL-PERSONNEL	.00	.00	1,000.00	1,000.00	.0
10-52100-215	MADACC	328.01	328.01	1,300.00	971.99	25.2
10-52100-221	TELECOMMUNICATIONS	427.34	427.34	5,196.00	4,768.66	8.2
10-52100-225	COMPUTER SUPPORT SERVICES	.00	.00	5,000.00	5,000.00	.0
10-52100-226	BENEFIT ADMINISTRATIVE FEES	.00	.00	1,140.00	1,140.00	.0
10-52100-230	MATERIALS & SUPPLIES	1,062.64	1,062.64	6,025.00	4,962.36	17.6
10-52100-231	FLEET MAINTENANCE	211.48	211.48	7,000.00	6,788.52	3.0
10-52100-310	OFFICE SUPPLIES	6.15	6.15	1,000.00	993.85	.6
10-52100-311	POSTAGE	29.88	29.88	700.00	670.12	4.3
10-52100-321	DUES & SUBSCRIPTIONS	675.00	675.00	1,560.00	885.00	43.3
10-52100-322	TRAINING, SAFETY & CERTIFICATI	329.12	329.12	6,953.00	6,623.88	4.7
10-52100-323	AMMUNITION	.00	.00	1,600.00	1,600.00	.0
10-52100-330	UNIFORM SUPPLIES	.00	.00	6,500.00	6,500.00	.0
10-52100-333	MEDICAL SUPPLIES	49.99	49.99	1,205.00	1,155.01	4.2
10-52100-340	FUEL MAINTENANCE	1,598.50	1,598.50	24,000.00	22,401.50	6.7
10-52100-390	EMPLOYEE RECOGNITION	.00	.00	100.00	100.00	.0
10-52100-518	POLICE PROFESSIONAL LIABILITY	12,139.20	12,139.20	16,179.00	4,039.80	75.0
10-52100-519	GASB 45 OBLIGATIONS	.00	.00	56,893.00	56,893.00	.0
TOTAL POLICE		119,256.35	119,256.35	1,670,283.00	1,551,026.65	7.1
<u>DEPARTMENT 52200</u>						
10-52200-224	NORTH SHORE FIRE DEPARTMENT	213,422.00	213,422.00	853,689.00	640,267.00	25.0
TOTAL DEPARTMENT 52200		213,422.00	213,422.00	853,689.00	640,267.00	25.0

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>BUILDING INSPECTION</u>					
10-52400-110 WAGES FT	.00	.00	20,000.00	20,000.00	.0
10-52400-250 BUILDING INSPECTIONS	.00	.00	35,750.00	35,750.00	.0
TOTAL BUILDING INSPECTION	.00	.00	55,750.00	55,750.00	.0
<u>DEPARTMENT OF PUBLIC WORKS</u>					
10-53000-110 WAGES FT	25,583.34	25,583.34	305,350.00	279,766.66	8.4
10-53000-111 OVERTIME	2,673.89	2,673.89	3,500.00	826.11	76.4
10-53000-112 WAGES PT	1,779.29	1,779.29	47,571.00	45,791.71	3.7
10-53000-117 HEALTH INSURANCE BUYOUT	83.33	83.33	500.00	416.67	16.7
10-53000-119 DENTAL INSURANCE BUYOUT	.00	.00	57.00	57.00	.0
10-53000-150 WISCONSIN RETIREMENT SYSTEM	1,930.86	1,930.86	20,848.00	18,917.14	9.3
10-53000-151 SOCIAL SECURITY	2,228.35	2,228.35	24,415.00	22,186.65	9.1
10-53000-152 LIFE INSURANCE	119.16	119.16	517.00	397.84	23.1
10-53000-153 HEALTH INSURANCE	15,401.43	15,401.43	70,459.00	55,057.57	21.9
10-53000-154 DENTAL INSURANCE	359.73	359.73	1,586.00	1,226.27	22.7
10-53000-200 FACILITY MAINTENANCE & SUPPLIE	333.92	333.92	25,000.00	24,666.08	1.3
10-53000-201 CLEANING & JANITORIAL SERVICES	583.66	583.66	11,500.00	10,916.34	5.1
10-53000-202 HVAC MAINTENANCE	.00	.00	4,200.00	4,200.00	.0
10-53000-210 CONTRACTUAL SERVICES	429.74	429.74	33,824.00	33,394.26	1.3
10-53000-216 ENGINEERING	.00	.00	16,728.00	16,728.00	.0
10-53000-220 UTILITIES	.00	.00	59,000.00	59,000.00	.0
10-53000-221 TELECOMMUNICATIONS	20.00	20.00	2,865.00	2,845.00	.7
10-53000-230 MATERIALS & SUPPLIES	453.51	453.51	5,150.00	4,696.49	8.8
10-53000-231 FLEET MAINTENANCE	1,092.03	1,092.03	31,163.00	30,070.97	3.5
10-53000-233 TOOLS	.00	.00	1,000.00	1,000.00	.0
10-53000-310 OFFICE SUPPLIES	44.93	44.93	150.00	105.07	30.0
10-53000-321 DUES & SUBSCRIPTIONS	205.00	205.00	925.00	720.00	22.2
10-53000-322 TRAINING, SAFETY & CERTIFICATI	357.76	357.76	3,500.00	3,142.24	10.2
10-53000-330 UNIFORM SUPPLIES	186.74	186.74	1,800.00	1,613.26	10.4
10-53000-334 WINTER OPERATIONS	165.71	165.71	36,000.00	35,834.29	.5
10-53000-340 FUEL MAINTENANCE	1,754.64	1,754.64	24,000.00	25,754.64	( 7.3)
10-53000-360 EQUIPMENT RENTAL	.00	.00	8,500.00	8,500.00	.0
10-53000-370 TIPPING FEES	.00	.00	71,000.00	71,000.00	.0
10-53000-377 YARD WASTE TUB GRINDING	.00	.00	10,000.00	10,000.00	.0
10-53000-390 PUBLIC RELATIONS	.00	.00	100.00	100.00	.0
10-53000-400 STREET MAINTENANCE	.00	.00	7,700.00	7,700.00	.0
10-53000-450 SIGNAGE	.00	.00	2,000.00	2,000.00	.0
10-53000-460 FORESTRY & LANDSCAPING	.00	.00	10,000.00	10,000.00	.0
10-53000-465 TREE DISEASE MITIGATION	.00	.00	30,000.00	30,000.00	.0
TOTAL DEPARTMENT OF PUBLIC WO	52,277.74	52,277.74	870,908.00	818,630.26	6.0
<u>NORTH SHORE LIBRARY</u>					
10-55100-227 NORTH SHORE LIBRARY	162,194.00	162,194.00	177,555.00	15,361.00	91.4
TOTAL NORTH SHORE LIBRARY	162,194.00	162,194.00	177,555.00	15,361.00	91.4

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PARKS</u>					
10-55200-110 WAGES FT	350.00	350.00	5,200.00	4,850.00	6.7
10-55200-151 SOCIAL SECURITY	26.77	26.77	398.00	371.23	6.7
10-55200-230 MATERIALS & SUPPLIES	8.98	8.98	1,500.00	1,491.02	.6
10-55200-435 BASEBALL FIELD	.00	.00	250.00	250.00	.0
TOTAL PARKS	385.75	385.75	7,348.00	6,962.25	5.3
TOTAL FUND EXPENDITURES	630,951.81	630,951.81	4,384,770.00	3,753,818.19	14.4
NET REVENUE OVER EXPENDITURES	179,849.12	179,849.12	1.00-	-179,850.12	179849

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

SANITARY SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PUBLIC CHARGES FOR SERVICES</u>					
20-46210 INTERGOVERNMENTAL GRANTS	.00	.00	150,000.00	150,000.00	.0
20-46410 RESIDENTIAL SEWER	747,250.00	747,250.00	777,138.00	29,888.00	96.2
20-46420 COMMERCIAL SEWER	.00	.00	125,000.00	125,000.00	.0
20-46425 POLICE LEASE REVENUE	.00	.00	34,230.00	34,230.00	.0
TOTAL PUBLIC CHARGES FOR SERVI	747,250.00	747,250.00	1,086,368.00	339,118.00	68.8
<u>MISCELLANEOUS REVENUE</u>					
20-48100 INTEREST	83.31	83.31	.00	-83.31	.0
TOTAL MISCELLANEOUS REVENUE	83.31	83.31	.00	-83.31	.0
TOTAL FUND REVENUE	747,333.31	747,333.31	1,086,368.00	339,034.69	68.8

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

SANITARY SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>GENERAL SEWER</u>					
20-51000-110	6,718.73	6,718.73	147,056.00	140,337.27	4.6
20-51000-111	.00	.00	900.00	900.00	.0
20-51000-117	95.83	95.83	1,200.00	1,104.17	8.0
20-51000-119	3.78	3.78	135.00	131.22	2.8
20-51000-150	305.51	305.51	9,979.00	9,673.49	3.1
20-51000-151	498.57	498.57	11,513.00	11,014.43	4.3
20-51000-152	36.49	36.49	265.00	228.51	13.8
20-51000-153	2,913.74	2,913.74	20,131.00	17,217.26	14.5
20-51000-154	80.08	80.08	453.00	372.92	17.7
20-51000-210	194.94	194.94	274,122.00	273,927.06	.1
20-51000-213	.00	.00	150,000.00	150,000.00	.0
20-51000-214	.00	.00	3,525.00	3,525.00	.0
20-51000-216	7,272.28	7,272.28	43,091.00	35,818.72	16.9
20-51000-220	.00	.00	7,000.00	7,000.00	.0
20-51000-221	.00	.00	360.00	360.00	.0
20-51000-226	.00	.00	170.00	170.00	.0
20-51000-230	.00	.00	2,000.00	2,000.00	.0
20-51000-231	.00	.00	1,000.00	1,000.00	.0
20-51000-232	4,907.00	4,907.00	11,550.00	6,643.00	42.5
20-51000-233	.00	.00	3,500.00	3,500.00	.0
20-51000-234	.00	.00	2,130.00	2,130.00	.0
20-51000-311	.00	.00	400.00	400.00	.0
20-51000-322	.00	.00	2,425.00	2,425.00	.0
20-51000-340	.00	.00	3,200.00	3,200.00	.0
20-51000-350	.00	.00	1,000.00	1,000.00	.0
20-51000-360	.00	.00	17,500.00	17,500.00	.0
20-51000-510	2,366.40	2,366.40	2,800.00	433.60	84.5
20-51000-513	393.96	393.96	1,954.00	1,560.04	20.2
20-51000-515	10.24	10.24	147.00	136.76	7.0
20-51000-516	.00	.00	3,290.00	3,290.00	.0
20-51000-700	.00	.00	3,138.00	3,138.00	.0
20-51000-801	.00	.00	540,389.00	540,389.00	.0
TOTAL GENERAL SEWER	25,797.55	25,797.55	1,266,323.00	1,240,525.45	2.0
<u>DEBT</u>					
20-58100-617	.00	.00	78,939.00	78,939.00	.0
20-58100-618	.00	.00	163,750.00	163,750.00	.0
20-58100-621	.00	.00	53,183.00	53,183.00	.0
20-58100-626	.00	.00	8,853.00	8,853.00	.0
TOTAL DEBT	.00	.00	304,725.00	304,725.00	.0
TOTAL FUND EXPENDITURES	25,797.55	25,797.55	1,571,048.00	1,545,250.45	1.6
NET REVENUE OVER EXPENDITURES	721,535.76	721,535.76	484,680.00-	-1,206,215.76	148.9



VILLAGE OF BAYSIDE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2020

STORMWATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PUBLIC CHARGES FOR SERVICES</u>					
22-46405 RESIDENTIAL STORMWATER	359,768.34	359,768.34	379,516.00	19,747.66	94.8
22-46425 COMMERCIAL STORMWATER	.00	.00	154,449.00	154,449.00	.0
22-46430 RIGHT-OF-WAY MANAGEMENT	.00	.00	10,000.00	10,000.00	.0
TOTAL PUBLIC CHARGES FOR SERVI	359,768.34	359,768.34	543,965.00	184,196.66	66.1
TOTAL FUND REVENUE	359,768.34	359,768.34	543,965.00	184,196.66	66.1

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

STORMWATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
22-53000-110 WAGES FT	5,043.34	5,043.34	147,217.00	142,173.66	3.4
22-53000-111 OVERTIME	.00	.00	900.00	900.00	.0
22-53000-112 WAGES PT	26.27	26.27	.00	-26.27	.0
22-53000-117 HEALTH INSURANCE BUYOUT	95.83	95.83	1,200.00	1,104.17	8.0
22-53000-119 DENTAL INSURANCE BUYOUT	3.78	3.78	135.00	131.22	2.8
22-53000-150 WISCONSIN RETIREMENT SYSTEM	194.17	194.17	9,998.00	9,803.83	1.9
22-53000-151 SOCIAL SECURITY	383.07	383.07	11,433.00	11,049.93	3.4
22-53000-152 LIFE INSURANCE	34.29	34.29	265.00	230.71	12.9
22-53000-153 HEALTH INSURANCE	2,190.48	2,190.48	20,131.00	17,940.52	10.9
22-53000-154 DENTAL INSURANCE	63.83	63.83	453.00	389.17	14.1
22-53000-210 CONTRACTUAL SERVICES	194.93	194.93	1,138.00	943.07	17.1
22-53000-214 AUDIT SERVICES	.00	.00	1,624.00	1,624.00	.0
22-53000-216 ENGINEERING	15,785.00	15,785.00	66,000.00	50,215.00	23.9
22-53000-220 UTILITY EXPENSES	.00	.00	2,400.00	2,400.00	.0
22-53000-221 TELECOMMUNICATIONS	.00	.00	250.00	250.00	.0
22-53000-226 BENEFIT ADMINISTRATIVE FEES	.00	.00	170.00	170.00	.0
22-53000-230 MATERIALS & SUPPLIES	80.00	80.00	2,500.00	2,420.00	3.2
22-53000-232 LIFT STATION MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
22-53000-322 TRAINING, SAFETY & CERTIFICATI	.00	.00	2,000.00	2,000.00	.0
22-53000-327 CULVERT MATERIALS	.00	.00	38,000.00	38,000.00	.0
22-53000-328 LANDSCAPING MATERIALS	165.71	165.71	37,000.00	36,834.29	.5
22-53000-340 FUEL MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
22-53000-342 CONSTRUCTION MATERIALS	900.00	900.00	27,760.00	26,860.00	3.2
22-53000-350 EQUIPMENT REPLACEMENT	.00	.00	2,000.00	2,000.00	.0
22-53000-360 EQUIPMENT RENTAL	.00	.00	17,500.00	17,500.00	.0
22-53000-510 GENERAL LIABILITY INSURANCE	2,922.00	2,922.00	3,452.00	530.00	84.7
22-53000-513 WORKERS COMPENSATION	386.30	386.30	1,916.00	1,529.70	20.2
22-53000-515 COMMERCIAL CRIME POLICY	10.24	10.24	144.00	133.76	7.1
22-53000-516 PROPERTY INSURANCE	.00	.00	3,194.00	3,194.00	.0
22-53000-801 CAPITAL PROJECTS	.00	.00	75,000.00	75,000.00	.0
<b>TOTAL DEPARTMENT 53000</b>	<b>28,479.24</b>	<b>28,479.24</b>	<b>478,280.00</b>	<b>449,800.76</b>	<b>6.0</b>
<b>TRANSFER TO OTHER FUND</b>					
22-59200-900 ADMINISTRATIVE/TRANSFER TO	.00	.00	65,685.00	65,685.00	.0
<b>TOTAL TRANSFER TO OTHER FUND</b>	<b>.00</b>	<b>.00</b>	<b>65,685.00</b>	<b>65,685.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>28,479.24</b>	<b>28,479.24</b>	<b>543,965.00</b>	<b>515,485.76</b>	<b>5.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>331,289.10</b>	<b>331,289.10</b>	<b>.00</b>	<b>-331,289.10</b>	<b>.0</b>

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

PUBLIC SAFETY COMMUNICATIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%	
<u>TAXES</u>						
26-41100	PROPERTY TAXES	292,175.00	292,175.00	292,175.00	.00	100.0
	TOTAL TAXES	292,175.00	292,175.00	292,175.00	.00	100.0
<u>SOURCE 46</u>						
26-46220	INTERGOVERNMENTAL REVENUE	.00	.00	217,852.00	217,852.00	.0
	TOTAL SOURCE 46	.00	.00	217,852.00	217,852.00	.0
<u>INTERGOVERNMENT REVENUE</u>						
26-47130	CONTRACT REVENUE	511,307.06	511,307.06	2,045,228.00	1,533,920.94	25.0
	TOTAL INTERGOVERNMENT REVENUE	511,307.06	511,307.06	2,045,228.00	1,533,920.94	25.0
<u>MISCELLANEOUS REVENUE</u>						
26-48100	CONSOLIDATED SERVICE BILLINGS	21,593.47	21,593.47	57,595.00	36,001.53	37.5
	TOTAL MISCELLANEOUS REVENUE	21,593.47	21,593.47	57,595.00	36,001.53	37.5
	TOTAL FUND REVENUE	825,075.53	825,075.53	2,612,850.00	1,787,774.47	31.6

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

PUBLIC SAFETY COMMUNICATIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PUBLIC SAFETY COMMUNICATIONS</u>					
26-51000-110	81,846.40	81,846.40	1,409,362.00	1,327,515.60	5.8
26-51000-111	3,649.11	3,649.11	46,000.00	42,350.89	7.9
26-51000-116	1,576.38	1,576.38	28,894.00	27,317.62	5.5
26-51000-117	583.36	583.36	8,500.00	7,916.64	6.9
26-51000-119	26.43	26.43	1,314.00	1,287.57	2.0
26-51000-150	5,715.23	5,715.23	99,228.00	93,512.77	5.8
26-51000-151	6,444.60	6,444.60	114,168.00	107,723.40	5.6
26-51000-152	304.52	304.52	1,903.00	1,598.48	16.0
26-51000-153	34,822.55	34,822.55	303,738.00	268,915.45	11.5
26-51000-154	755.00	755.00	5,527.00	4,772.00	13.7
26-51000-180	.00	.00	1,000.00	1,000.00	.0
26-51000-200	26.25	26.25	20,365.00	20,338.75	.1
26-51000-201	838.36	838.36	7,889.00	7,050.64	10.6
26-51000-210	.00	.00	9,033.00	9,033.00	.0
26-51000-213	.00	.00	1,000.00	1,000.00	.0
26-51000-214	.00	.00	1,624.00	1,624.00	.0
26-51000-220	.00	.00	24,240.00	24,240.00	.0
26-51000-221	5,573.46	5,573.46	121,216.00	115,642.54	4.6
26-51000-225	.00	.00	8,500.00	8,500.00	.0
26-51000-226	.00	.00	1,700.00	1,700.00	.0
26-51000-230	234.60	234.60	5,000.00	4,765.40	4.7
26-51000-236	98,029.45	98,029.45	167,717.00	69,687.55	58.5
26-51000-310	18.98	18.98	1,800.00	1,781.02	1.1
26-51000-311	.00	.00	500.00	500.00	.0
26-51000-321	80.00	80.00	3,000.00	2,920.00	2.7
26-51000-322	.00	.00	6,000.00	6,000.00	.0
26-51000-350	.00	.00	25,127.00	25,127.00	.0
26-51000-351	150,010.58	150,010.58	77,302.00	-72,708.58	194.1
26-51000-390	.00	.00	100.00	100.00	.0
26-51000-510	6,323.40	6,323.40	7,504.00	1,180.60	84.3
26-51000-513	572.19	572.19	2,838.00	2,265.81	20.2
26-51000-515	84.48	84.48	1,080.00	995.52	7.8
26-51000-516	.00	.00	3,730.00	3,730.00	.0
TOTAL PUBLIC SAFETY COMMUNIC	397,515.33	397,515.33	2,516,899.00	2,119,383.67	15.8
<u>TRANSFER TO OTHER FUND</u>					
26-59217-900	.00	.00	95,953.00	95,953.00	.0
TOTAL TRANSFER TO OTHER FUND	.00	.00	95,953.00	95,953.00	.0
TOTAL FUND EXPENDITURES	397,515.33	397,515.33	2,612,852.00	2,215,336.67	15.2
NET REVENUE OVER EXPENDITURES	427,560.20	427,560.20	2.00-	-427,562.20	213780

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

LONG TERM FINANCIAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%	
<u>TAXES</u>						
30-41100	PROPERTY TAXES	792,089.00	792,089.00	792,089.00	.00	100.0
	TOTAL TAXES	792,089.00	792,089.00	792,089.00	.00	100.0
<u>LICENSES &amp; PERMITS</u>						
30-44350	CELL TOWER FEES	1,948.42	1,948.42	23,031.00	21,082.58	8.5
	TOTAL LICENSES & PERMITS	1,948.42	1,948.42	23,031.00	21,082.58	8.5
<u>INTERGOVERNMENT REVENUE</u>						
30-47100	RIVER HILLS REVENUE-DISPATCH	.00	.00	20,503.00	20,503.00	.0
30-47111	FOX POINT REVENUE	.00	.00	14,955.00	14,955.00	.0
30-47115	B SERIES ADMIN FEE	.00	.00	15,486.00	15,486.00	.0
	TOTAL INTERGOVERNMENT REVENUE	.00	.00	50,944.00	50,944.00	.0
<u>MISCELLANEOUS REVENUE</u>						
30-48300	NSFD	.00	.00	173,395.00	173,395.00	.0
	TOTAL MISCELLANEOUS REVENUE	.00	.00	173,395.00	173,395.00	.0
<u>OTHER FINANCING SOURCES</u>						
30-49250	TRANSFER FROM STORMWATER FUN	.00	.00	65,685.00	65,685.00	.0
	TOTAL OTHER FINANCING SOURCES	.00	.00	65,685.00	65,685.00	.0
	TOTAL FUND REVENUE	794,037.42	794,037.42	1,105,144.00	311,106.58	71.9

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

LONG TERM FINANCIAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>DEBT</u>					
30-58100-215 MADACC	.00	.00	2,583.00	2,583.00	.0
30-58100-226 BENEFIT ADMINISTRATIVE FEES	.00	.00	1,400.00	1,400.00	.0
30-58100-611 NSFD STATION #5	.00	.00	160,000.00	160,000.00	.0
30-58100-612 FOX POINT/RIVER HILLS DISPATCH	.00	.00	35,458.00	35,458.00	.0
30-58100-614 UNFUNDED LIABILITY PRINCIPAL	.00	.00	23,000.00	23,000.00	.0
30-58100-616 2011 GENERAL OBLIGATION	.00	.00	76,250.00	76,250.00	.0
30-58100-618 PRINCIPAL- 2014 BOND	.00	.00	330,000.00	330,000.00	.0
30-58100-619 2016 GENERAL OBLIGATION	.00	.00	120,000.00	120,000.00	.0
30-58100-620 2018 GENERAL OBLIGATION	.00	.00	70,000.00	70,000.00	.0
30-58100-621 INTEREST ON BOND	6,697.50	6,697.50	212,401.00	205,703.50	3.2
30-58100-623 UNFUNDED LIABILITY INTEREST	.00	.00	5,689.00	5,689.00	.0
 TOTAL DEBT	 6,697.50	 6,697.50	 1,036,781.00	 1,030,083.50	 .7
 TOTAL FUND EXPENDITURES	 6,697.50	 6,697.50	 1,036,781.00	 1,030,083.50	 .7
 NET REVENUE OVER EXPENDITURES	 787,339.92	 787,339.92	 68,363.00	 -718,976.92	 1151.7

VILLAGE OF BAYSIDE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2020

POLICE CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>TAXES</u>					
40-41100 PROPERTY TAXES	39,006.00	39,006.00	39,006.00	.00	100.0
40-41130 FIRE & RESCUE PROPERTY TAXES	.00	.00	28,711.00	28,711.00	.0
TOTAL TAXES	39,006.00	39,006.00	67,717.00	28,711.00	57.6
<u>INTERGOVERNMENTAL</u>					
40-43215 POLICE REVENUE	.00	.00	3,750.00	3,750.00	.0
TOTAL INTERGOVERNMENTAL	.00	.00	3,750.00	3,750.00	.0
TOTAL FUND REVENUE	39,006.00	39,006.00	71,467.00	32,461.00	54.6

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

POLICE CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CAPITAL PROJECTS</u>					
40-91000-801 CAPITAL PROJECTS	.00	.00	28,711.00	28,711.00	.0
40-91000-802 CAPITAL LEASE	.00	.00	34,230.00	34,230.00	.0
40-91000-803 CAPITAL EQUIPMENT	3,726.00	3,726.00	8,526.00	4,800.00	43.7
TOTAL CAPITAL PROJECTS	3,726.00	3,726.00	71,467.00	67,741.00	5.2
TOTAL FUND EXPENDITURES	3,726.00	3,726.00	71,467.00	67,741.00	5.2
NET REVENUE OVER EXPENDITURES	35,280.00	35,280.00	.00	-35,280.00	.0



VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

DEPARTMENT OF PUBLIC WORKS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>TAXES</u>					
41-41100	46,247.00	46,247.00	46,247.00	.00	100.0
	46,247.00	46,247.00	46,247.00	.00	100.0
<u>INTERGOVERNMENTAL</u>					
41-43540	.00	.00	46,731.00	46,731.00	.0
	.00	.00	46,731.00	46,731.00	.0
<u>PUBLIC CHARGES FOR SERVICES</u>					
41-46320	1,025.00	1,025.00	.00	-1,025.00	.0
	1,025.00	1,025.00	.00	-1,025.00	.0
<u>MISCELLANEOUS REVENUE</u>					
41-48100	.01	.01	.00	-.01	.0
41-48310	.00	.00	16,450.00	16,450.00	.0
	.01	.01	16,450.00	16,449.99	.0
	47,272.01	47,272.01	109,428.00	62,155.99	43.2

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

DEPARTMENT OF PUBLIC WORKS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CAPITAL PROJECTS</u>					
41-91000-801 CAPITAL PROJECTS	5,656.30-	5,656.30-	300,000.00	305,656.30	( 1.9)
41-91000-803 CAPITAL EQUIPMENT	.00	.00	65,000.00	65,000.00	.0
TOTAL CAPITAL PROJECTS	<u>5,656.30-</u>	<u>5,656.30-</u>	<u>365,000.00</u>	<u>370,656.30</u>	<u>( 1.6)</u>
TOTAL FUND EXPENDITURES	<u>5,656.30-</u>	<u>5,656.30-</u>	<u>365,000.00</u>	<u>370,656.30</u>	<u>( 1.6)</u>
NET REVENUE OVER EXPENDITURES	<u>52,928.31</u>	<u>52,928.31</u>	<u>255,572.00-</u>	<u>-308,500.31</u>	<u>20.7</u>

VILLAGE OF BAYSIDE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2020

ADMIN SERVICES CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>SOURCE 41</u>					
42-41100 PROPERTY TAXES	200,602.00	200,602.00	200,602.00	.00	100.0
TOTAL SOURCE 41	200,602.00	200,602.00	200,602.00	.00	100.0
<u>SOURCE 46</u>					
42-46740 COMMUNITY EVENT DONATIONS	.00	.00	10,000.00	10,000.00	.0
TOTAL SOURCE 46	.00	.00	10,000.00	10,000.00	.0
TOTAL FUND REVENUE	200,602.00	200,602.00	210,602.00	10,000.00	95.3

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

ADMIN SERVICES CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CAPITAL PROJECTS</u>					
42-91000-235	.00	.00	15,000.00	15,000.00	.0
42-91000-519	11,321.23	11,321.23	142,102.00	130,780.77	8.0
42-91000-801	.00	.00	53,500.00	53,500.00	.0
TOTAL CAPITAL PROJECTS	11,321.23	11,321.23	210,602.00	199,280.77	5.4
TOTAL FUND EXPENDITURES	11,321.23	11,321.23	210,602.00	199,280.77	5.4
NET REVENUE OVER EXPENDITURES	189,280.77	189,280.77	.00	-189,280.77	.0

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

PUBLIC SAFETY COMM CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%	
<u>TAXES</u>						
46-41100	PROPERTY TAXES	21,584.00	21,584.00	21,548.00	-36.00	100.2
	TOTAL TAXES	21,584.00	21,584.00	21,548.00	-36.00	100.2
<u>INTERGOVERNMENTAL REVENUE</u>						
46-47110	CONTRACT REVENUE	150,838.97	150,838.97	150,839.00	.03	100.0
	TOTAL INTERGOVERNMENTAL REVE	150,838.97	150,838.97	150,839.00	.03	100.0
	TOTAL FUND REVENUE	172,422.97	172,422.97	172,387.00	-35.97	100.0
	NET REVENUE OVER EXPENDITURES	172,422.97	172,422.97	172,387.00	-35.97	100.0

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
50-47400 JOINT LIBRARY RECEIVABLES	201,172.13	201,172.13	938,948.00	737,775.87	21.4
50-47410 LIBRARY COPY FEES	1,098.55	1,098.55	10,000.00	8,901.45	11.0
50-47420 LIBRARY FINES	1,901.29	1,901.29	27,000.00	25,098.71	7.0
50-47430 NET LENDER REVENUE	.00	.00	278.00	278.00	.0
50-47500 DONATIONS	.00	.00	250.00	250.00	.0
 TOTAL SOURCE 47	 204,171.97	 204,171.97	 976,476.00	 772,304.03	 20.9
 <u>OTHER FINANCING SOURCES</u>					
50-49300 FUND BALANCE APPLIED	.00	.00	40,000.00	40,000.00	.0
 TOTAL OTHER FINANCING SOURCES	 .00	 .00	 40,000.00	 40,000.00	 .0
 TOTAL FUND REVENUE	 204,171.97	 204,171.97	 1,016,476.00	 812,304.03	 20.1

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2020

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
50-50230-900 WIS RETIREMENT UNFUNDED PAYME	.00	.00	13,571.00	13,571.00	.0
TOTAL DEPARTMENT 50230	.00	.00	13,571.00	13,571.00	.0
DEPARTMENT 61000					
50-61000-110 LIBRARY DIRECTOR SALARY	8,323.82	8,323.82	80,000.00	71,676.18	10.4
50-61000-111 OVERTIME	.00	.00	14,200.00	14,200.00	.0
50-61000-120 SALARIES-OTHER LIBRARY STAFF	27,154.04	27,154.04	482,425.00	455,270.96	5.6
50-61000-150 WISCONSIN RETIREMENT	1,543.56	1,543.56	28,544.00	27,000.44	5.4
50-61000-151 SOCIAL SECURITY	2,371.12	2,371.12	43,070.00	40,698.88	5.5
50-61000-152 LIFE INSURANCE	.00	.00	120.00	120.00	.0
50-61000-153 HEALTH INSURANCE	.00	.00	94,052.00	94,052.00	.0
50-61000-156 UNEMPLOYMENT	.00	.00	4,000.00	4,000.00	.0
50-61000-218 LEGAL FEES	.00	.00	2,500.00	2,500.00	.0
50-61000-221 ELECTRIC	3,331.61	3,331.61	32,397.00	29,065.39	10.3
50-61000-222 TELEPHONE	.00	.00	2,400.00	2,400.00	.0
50-61000-223 WATER/SEWER	.00	.00	2,850.00	2,850.00	.0
50-61000-227 SYSTEM EXPENSE	.00	.00	43,639.00	43,639.00	.0
50-61000-230 MAINTENANCE	567.91	567.91	35,220.00	34,652.09	1.6
50-61000-233 EQUIPMENT MAINTENANCE	2,431.50	2,431.50	13,050.00	10,618.50	18.6
50-61000-310 SUPPLIES	12.50	12.50	18,800.00	18,787.50	.1
50-61000-311 POSTAGE	.00	.00	600.00	600.00	.0
50-61000-321 DUES-EDUCATIONAL	.00	.00	1,000.00	1,000.00	.0
50-61000-322 STAFF TRAINING	136.09	136.09	3,385.00	3,248.91	4.0
50-61000-323 PROMO & ADVERTISING	.00	.00	1,350.00	1,350.00	.0
50-61000-345 MILEAGE	.00	.00	700.00	700.00	.0
50-61000-399 BANK SERVICE FEE	.00	.00	100.00	100.00	.0
50-61000-500 CONTINGENCY	.00	.00	1,062.00	1,062.00	.0
50-61000-501 SALES TAX EXPENSE	.00	.00	500.00	500.00	.0
50-61000-510 INSURANCE AND BONDING	.00	.00	1,400.00	1,400.00	.0
50-61000-513 WORKERS COMP INSURANCE	.00	.00	1,350.00	1,350.00	.0
50-61000-535 LEASE/CONDO FEES	3,953.00	3,953.00	51,600.00	47,647.00	7.7
50-61000-811 REFERENCE-SERIALS	.00	.00	9,985.00	9,985.00	.0
50-61000-812 ADULT BOOKS	.00	.00	21,000.00	21,000.00	.0
50-61000-813 JUVENILE BOOKS	.00	.00	16,500.00	16,500.00	.0
50-61000-815 NONPRINT MEDIA	36.13	36.13	8,200.00	8,163.87	.4
50-61000-830 ADULT PROGRAMS	.00	.00	3,000.00	3,000.00	.0
TOTAL DEPARTMENT 61000	49,861.28	49,861.28	1,018,999.00	969,137.72	4.9
TOTAL FUND EXPENDITURES	49,861.28	49,861.28	1,032,570.00	982,708.72	4.8
NET REVENUE OVER EXPENDITURES	154,310.69	154,310.69	16,094.00-	-170,404.69	958.8

VILLAGE OF BAYSIDE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2020

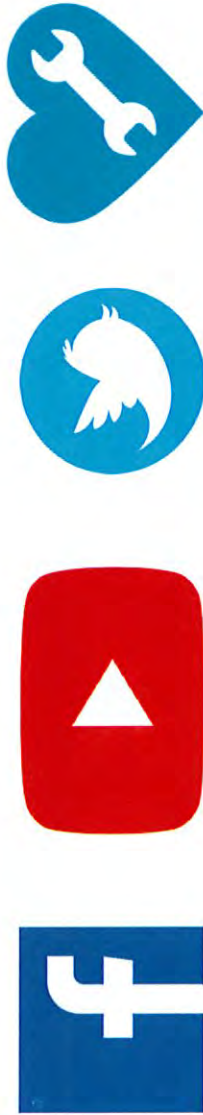
LIBRARY CAPITAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
60-91000-801 CAPITAL PROJECTS	.00	.00	294,098.00	294,098.00	.0
TOTAL DEPARTMENT 91000	.00	.00	294,098.00	294,098.00	.0
TOTAL FUND EXPENDITURES	.00	.00	294,098.00	294,098.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	294,098.00-	-294,098.00	.0





Village Communications  
2019 Annual Report



### 3 SOCIAL MEDIA PLATFORMS



Facebook  
YouTube  
Twitter

### VILLAGE SCENE



### E-NEWSLETTER: BAYSIDE BUZZ



### ACCESS BAYSIDE



### VILLAGE WEBSITE



579,180

Total unique interactions in  
2019: a 46% increase from  
2018

# Facebook

- 982 page likes
  - ↑ 13% from 2018
- Reach of 313,728
  - ↑ 96% from 2018

## Top Post

### Heroic Team Effort

It is not easy to report to you that we almost lost one of our own last week. An incident occurred Thursday, March 21, which was very unsettling for our family of employees. Newly hired DPW employee Matt Wackl suffered a cardiac arrest while on break with his co-workers. He had what seemed like cardiac and epileptic symptoms when his colleagues realized he had stopped breathing. At that time, his DPW colleague Scott Matuszewic, who is also a volunteer firefighter/EMT with the Cedarburg Fire Department, immediately responded beginning CPR. Colleagues simultaneously called 911 and retrieved the AED machine that had been installed in 2015. The machine was used immediately on Matt, who no longer had a pulse by this time. Two stocks helped regulate his heartbeat. Bayside Police and the NSFD arrived soon after this emergency procedure took place. Once emergency personnel stabilized Matt, he was transported to a hospital. We are very relieved to report that Matt is doing well and is enjoying recuperating with his wife and 4-year old daughter. We will continue to check in on the well-being of Matt and his family as the days and weeks unfold. **Reach of 2,950 with 407 engagements.**



# Twitter

- 87,700 Impressions
  - ↑ 58% increase from 2018
- 334 Followers
  - ↑ 8% increase from 2018

## Top Tweet

Looking to help those involved in yesterday's fire. Donate now.  
North Shore Fire/Rescue. Village of Bayside Police Department  
[https://www.facebook.com/story.php?story\\_fbid=10151249974029987&id=38259619986 ...](https://www.facebook.com/story.php?story_fbid=10151249974029987&id=38259619986...)

**11,684 Impressions and 77 Engagements**



# YouTube

- DPW Dan Series
  - 397 views
- SeeClickFix Tutorial Series
  - 27 views
- Facebook Video Views
  - 3,205 Views

## Top Viewed Video

DPW Dan Yard Waste Collection Do's and Don'ts

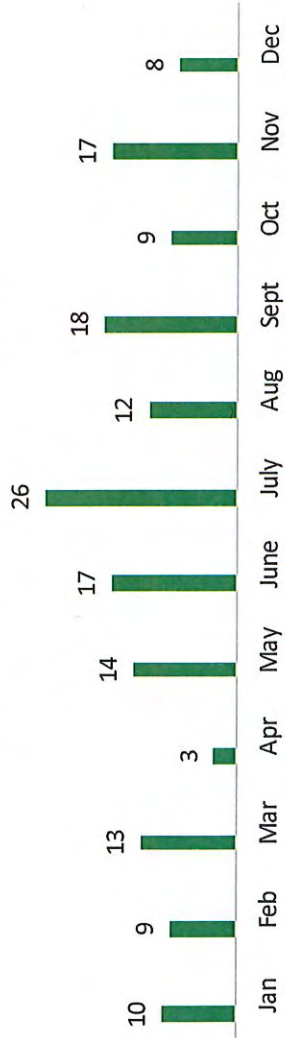
290 Views





# Village Scene

Village Articles by Month



Mailed to  
**1,584**  
homes

**156**  
Village  
articles  
submitted

**19,008**  
copies  
mailed in  
2019

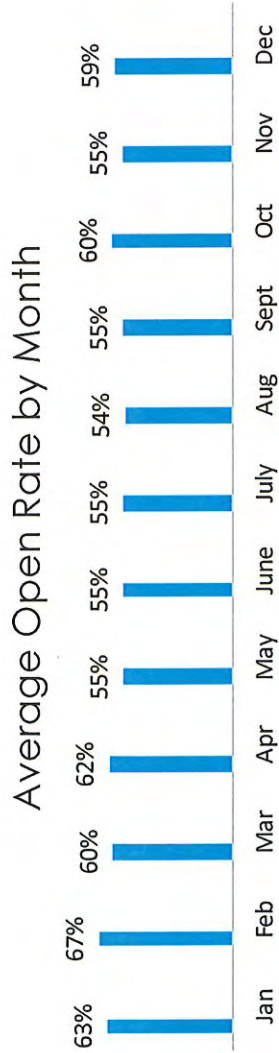


# Bayside Buzz

58%  
Average  
Open  
Rate

52  
E-newsletters  
sent

Approx.  
108,859  
emails sent



# Access Bayside

.7

Days to  
Acknowledge

7.2

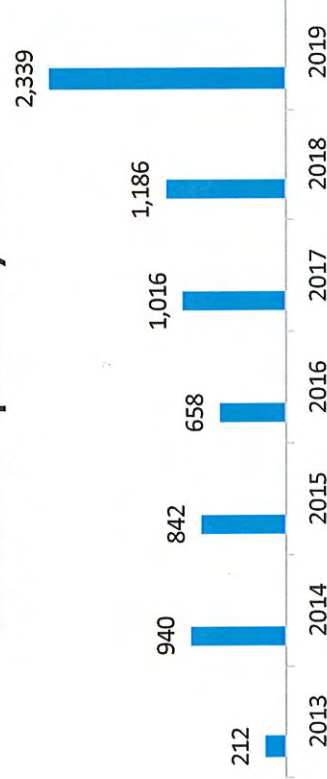
Days to  
Complete

67%

of requests  
closed within  
service level  
agreement  
(SLA)



## Service Requests by Year





Village of  
**BAYSIDE**  
 Wisconsin

# Village Website

**117,570**  
 Total Page Views

**90,287**  
 Total Unique Page Views

**46,256**  
 Total Visits

**4,983**  
 Total Site Searches

**2:27**  
 Average Visit Duration

### Top 5 Site Searches

KEYWORD	SEARCHES
Taxes	85
Do Not Solicit	66
Yard Waste	42
Jobs	36
Recycling	31

### Top 5 Pages Visited

PAGE	PAGE VIEWS	UNIQUE PAGE VIEWS
Garbage and Recycling	5,686	4,661
Service Requests	4,075	2,853
Tax Information	3,938	2,838
Yard Waste	3,058	2,539
Property Info	3,266	2,446

**MEMORANDUM OF UNDERSTANDING****between****NORTH SHORE LIBRARY AND VILLAGE OF BAYSIDE****for****Fiscal Agent, Human Resource, and Administrative Services**

This Memorandum of Understanding (MOU) is between the Village of Bayside (Bayside) and the North Shore Library (Library) for Fiscal Agent, Human Resource, and Administrative Services for the North Shore Library.

The Parties agree as follows:

- The Village of Fox Point, River Hills and Bayside and City of Glendale have authorized the Village of Bayside to serve as the fiscal agent for the North Shore Library, effective January 1, 2020.
- Effective January 1, 2020, Bayside will transition the employment of all North Shore Library employees from the Village of Fox Point to the Village of Bayside;
- The initial term of the MOU shall begin on January 1, 2020 for 20 years and shall automatically renew for five-year periods thereafter. During the initial or any subsequent term, either party may notify the others of its intent to withdraw for any reason whatsoever from the MOU or not to renew the MOU with at least three (3) years advance written notice prior to the end of a term, subject to the terms here within.
- The Library Board shall appoint a Library Director. The Library Director shall appoint other employees within the prescribed duties, compensation, and budget as approved by the Library Board. The Library Director and other employees appointed by the Director shall be employees of Bayside.
- The power to control the activities of those employees and to establish their compensation shall be delegated to and exercised by the Library Board. Said employees shall be entitled to such fringe benefits as are provided to administrative employees of Bayside, including, where applicable, group, life, health, and dental insurance and FICA and participation in the Wisconsin Retirement System, consistent with the terms of employment for Bayside.
- The Library Board shall develop, approve, and maintain personnel policies for Library employees and as necessary, shall budget accordingly.
- The Library Board shall adopt and comply with Bayside's financial and accounting policies, unless the Library Board deems otherwise.
- The Library Board shall maintain a separate "Donations Fund" in which all gifts, bequests, devises or endowments made to the Library shall be deposited. Bayside shall

**MEMORANDUM OF UNDERSTANDING  
NORTH SHORE LIBRARY and VILLAGE OF BAYSIDE**

keep separate records with respect to the Donations Fund. Revenues and expenditures from the Friends of the Library and North Shore Library Foundation will be administered by each agency, respectively.

- Bayside is designated to pay all expenditures approved by the Library Board and to receive all Library Board revenues. Bayside may co-mingle Board funds with other funds of their agency but shall keep separate records of all Library Board receipts and expenditures.
- Bayside shall provide payroll, accounts payable, and human resources services in an electronic method as well as other services in a manner that enhances the efficiency of the administration of the Library.
- Bayside shall keep complete and provide accurate records of all receipts and expenditures of the Board, which shall be available for public inspection.
- Bayside shall procure and maintain, for the Library, insurance to cover this operation. Such insurance shall include, but not be limited to property, workers' compensation, general and auto liability, energy systems, errors and omissions, and employee dishonesty insurance coverage.
- Bayside shall provide additional human resources and administrative services as well as policy recommendations as deemed necessary and as required by both parties for the effective, efficient, and legal administration of the Library.
- Bayside shall provide secure technological connectivity and licensing between Bayside and the Library to efficiently administer the activities outlined within the MOU.
- The Library Board shall provide Bayside with its Annual Operating and Capital Cost Budget and Member Agency Cost Allocation, by September 15 each year.
- Bayside shall provide the Member Agencies with their community contribution allocation as provided by the Library Board within ten (10) business days after the approval and objection period for the annual operating and capital budget.
- Bayside shall administer the Member Agency formula allocation as specified in the joint library services agreement.
- Bayside shall bill Member Agencies for annual operating costs fifteen (15) days prior to the last day of the first, fourth, seventh, and tenth month of the year.
- All annual unspent operating monies shall be placed in an operating fund balance account with Bayside.
- In the event a capital fund is established, all annual unspent capital monies shall be placed in a capital fund balance account with Bayside.
- Bayside shall complete an annual audit of the Library.

**MEMORANDUM OF UNDERSTANDING  
NORTH SHORE LIBRARY and VILLAGE OF BAYSIDE**

- The Library shall compensate Bayside for the services hereby specified in an amount equal to nineteen thousand, five hundred and twenty one dollars (\$19,521) for the fiscal year 2020. Annual increases shall thereafter be equivalent to the Member Agencies annual operating budget percentage increase.

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Village of Bayside

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
North Shore Library

**STATE OF WISCONSIN  
MILWAUKEE AND OZAUKEE COUNTIES  
VILLAGE OF BAYSIDE**

**RESOLUTION NO: 20-\_\_\_\_\_**

**A Resolution authorizing the Village of Bayside to file the  
U.S. Department of Commerce and the U.S. Department of Transportation's 911 Grant Program**

**WHEREAS**, the Bayside Communications Center is a consolidated PSAP that provides emergency dispatch of police, fire, and EMS in the North Shore Communities of Bayside, Fox Point, River Hills, Brown Deer, Shorewood, Whitefish Bay, Glendale, as well as serves the North Shore Fire Department; and

**WHEREAS**, the Bayside Communications Center, which consolidated in 2012, is now seeking to replace end of life hardware and call handling equipment to align with NENA NextGen standards; and

**WHEREAS**, as the primary PSAP, the Bayside Communication Center's support and commitment will significantly impact Milwaukee County and the communities it serves; and

**WHEREAS**, the 911 Grant Program provides federal funding to help 911 call centers nationwide upgrade equipment and operations so that citizens, first responders, and 911 call-takers can use digital, IP-based, broadband-enabled technologies to coordinate emergency responses; and

**WHEREAS**, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

**WHEREAS**, the applicant requests a grant agreement to carry out the project;

**THEREFORE, BE IT RESOLVED**, the Village of Bayside will comply with all local, state, and federal rules, regulations, and ordinances relating to this project and the cost-share agreement;

**BE IT FURTHER RESOLVED**, the Village of Bayside will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the Village Manager, its official or employee, to act on its behalf to:

1. Sign and submit the grant application.
2. Sign a grant agreement between applicant and the U.S. Department of Commerce and the U.S. Department of Transportation.
3. Submit interim and/or final reports to the U.S. Department of Commerce and the U.S. Department of Transportation.
4. Submit reimbursement requests and, if applicable, contractor invoices to the U.S. Department of Commerce and the U.S. Department of Transportation.
5. Sign and submit other required documentation.

**PASSED AND ADOPTED** by the Village Board of Trustees of the Village of Bayside this \_\_\_\_\_ day of February, 2020.

VILLAGE OF BAYSIDE

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Samuel D. Dickman, Village President

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Lynn A. Galyardt, Administrative Services  
Director, Village Clerk/Treasurer

Wisconsin Department of Military Affairs

OEC Grant Announcement

**2019-22 Federal NextGen9-1-1  
Reimbursement Grant Program**

Application Submission Deadline:  
February 4, 2020

## Grant Announcement:

# 2019-22 Federal NextGen9-1-1 Reimbursement Grant

### Contact Information for this Grant Funding Opportunity

Program Manager: Jessica Jimenez, *NextGen9-1-1 Program Manager* (608)-888-5520  
[Jessica.Jimenez@wisconsin.gov](mailto:Jessica.Jimenez@wisconsin.gov)

Grants Specialist: Laurie Borgers, *NextGen9-1-1 Grants Specialist* (608) 888-5505  
[Laurie.Borgers1@wisconsin.gov](mailto:Laurie.Borgers1@wisconsin.gov)

**Application Submission:** Applications must be emailed as attachments to [interop@wisconsin.gov](mailto:interop@wisconsin.gov) by the **application deadline of February 4, 2020**. The application title page and narrative documents must be a .docx file and the budget worksheet must be an .xlsx file. Emailed applications should be labeled with the subject "NG911 Grant Application".

**Description:** The Wisconsin Department of Military Affairs/Office of Emergency Communications (DMA/OEC) is pleased to announce the availability of federal funding for Wisconsin Public Safety Answering Points (PSAPs) through the Federal 9-1-1 Grant Program. This grant will assist local 9-1-1 centers in Wisconsin in the purchase of much needed 9-1-1 call answering equipment to move forward with NextGeneration9-1-1 (NG9-1-1) capabilities and interconnect with the statewide Emergency Services IP Network (ESInet) that will replace the existing 9-1-1 infrastructure in the state.

DMA/OEC will provide funding for PSAPs that have "end of life" CPE to acquire NextGen-capable Customer Premise Equipment (CPE), also known as Call Handling Equipment (CHE).

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**Agencies must have submitted a response to the 2019 PSAP survey for the Wisconsin Statewide 9-1-1 Telecommunications System Assessment in order to apply.**

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The Statewide 9-1-1 Telecommunications System Assessment is available on our website at: [https://dma.wi.gov/DMA/divisions/oec/library/2019/2019\\_WI\\_Statewide\\_911\\_System\\_Assessment-FINAL-1.pdf](https://dma.wi.gov/DMA/divisions/oec/library/2019/2019_WI_Statewide_911_System_Assessment-FINAL-1.pdf)

A list of agencies that responded to the 2019 PSAP survey can be found here: [https://dma.wi.gov/DMA/divisions/oec/library/2019/WI\\_PSAP\\_Listing2019\\_Survey\\_Respondents.xlsx](https://dma.wi.gov/DMA/divisions/oec/library/2019/WI_PSAP_Listing2019_Survey_Respondents.xlsx)





Due to limitation of funds, those that do not currently have NextGen-capable CPE will be prioritized. Awards will be weighted based on number of answering positions, with priority given to PSAPs with a higher average cost per answering position.

**Opportunity Category:** *Competitive*

**Eligible Costs:** Primary PSAPs shall be eligible to apply for allowable expenses related to **CPE hardware and software replacement**.

The following items are considered allowable expenses under this grant program:

- Hardware/software in either on-site or hosted environment that enables the PSAP to receive incoming emergency 9-1-1 calls (voice and non-voice) as provided by the 9-1-1 system service provider
- Computer monitor/intelligent display
- Computer equipment needed to operate a workstation such as: mouse, speakers, keyboard, work aid input devices, etc.
- Telecommunicator headsets
- Installation/configuration services
- Professional services during installation to include project management, engineering, technicians
- Call handling reporting software
- Mapping software such as ArcGIS, RapidSOS, etc.
- Logging recorders that are i3 capable
- Instant Recall Recorder (IRR)
- Training on equipment directly

*For equipment* – Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. Equipment purchased through this grant program must comply with current NG9-1-1 standards listed in the [FY 2019 Department of Homeland Security's SAFECOM guidance](#).

**Ineligible Costs:** Ineligible costs include those costs that are unallowable under the Cost Principles of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>1</sup> Please note that costs that are ineligible for the 9-1-1 Grant Program may not be included as matching funds.

Ineligible costs specific to funds awarded under the 9-1-1 Grant Program Include:

- Costs to operate legacy E-9-1-1 or 9-1-1 systems.
- Costs to operate the NG9-1-1 system after it is fully operational.
- Activities related to construction.

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<sup>1</sup> [2 CFR Part 200, Subpart E.](#)



- Independent verification and validation (IV & V) testing for product, service, and system purchases.
- Land mobile radio equipment, e.g. subscriber units, repeaters

**Match/Cost Sharing Requirement:** Under the Federal 9-1-1 Grant Program, there is a 40% non-federal cost share/match requirement.

Types of Match for this grant program –

- *Cash Match:* Cash (hard) match includes non-federal cash spent for project related costs, according to the program guidance. Allowable cash match may only include those costs that are eligible expenses under the grant program and are compliant with [2 CFR §200.400 - .475](#) Cost Principles for State, Local, and Indian Tribal Governments and [2 CFR Part 200](#) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Examples of allowable funding sources that can be used for your match amount include:

- Local government budget (e.g. tax levy, bond)
- Donated funds

Sources that CANNOT be used for your match amount include:

- Other federal grants such as the Homeland Security Grant Program
- Local funds already allocated as match on another federal grant
- Any federal funds
- In-kind match

A few important things to note about Match:

- Allowable sources of match must meet the requirements of [2 CFR §200.306](#).
- Records of all expenditures related to match/cost share must be kept in the same manner as your records for the grant funds.
- The source of the match funds must be identified in the grant application.
- Every item must be verifiable (i.e. tracked and documented).
- Matching funds must be an allowable expense as listed above in Eligible Costs
- Any claimed match expense can only be counted once.
- Matching funds must be applied towards the same project expenses you are requesting in this grant application and not for a different project.
- Matching funds must be from the same fiscal periods as the project funded by the federal funds.
- Because this is a reimbursement grant, you must be able to fund the full project upfront and not just the 40% match amount.



**Be sure to include information about the source and amount of your match in your application narrative and budget worksheet.**

*How to calculate match amount –*

- Total Project Budget x 0.60 = Total Federal Share (reimbursement amount)
- Total Project Budget x 0.40 = Required match amount

For example, for a grant award of \$10,000, the calculation would be:

1. \$10,000 x 0.60 = \$6,000 total federal share to be reimbursed
2. \$10,000 x 0.40 = \$4,000 minimum non-federal match amount required

**Grant Timeline**



NOTE: These timelines may change at any point during the grant process. Changes will be communicated to all applicable parties

**Important Dates:**

*Application Period:* December 2019 – February 4, 2020

*Award Notice:* No later than February 28, 2020

*Project Start Date:* February 28, 2020

*Progress Report:* August 31, 2020

*Project End Date:* June 30, 2021

**Anticipated Funding Amount:** \$2.7 million has been made available for local grants. Funding for individual grants will be determined based on the number of eligible applications received. You should use your required vendor quote(s) to determine your estimated project budget and consider the maximum amount that you are able to match from non-federal sources.

Your proposed project budget total must reflect a maximum of 60% federal share and a minimum of 40% local match. Funding allocated for this grant program must clearly state in the local budget that it is for supplementing the grant to avoid being disqualified for supplanting.

DMA and the Grant Evaluation Team reserve the right to limit the maximum amount that will be funded for individual grants based on available federal funds.



**Source of Funds:** This federal grant was authorized in 2012 under the NG911 Advancement Act of 2012 (Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, Title VI, Subtitle E), which allocated \$109.2 million to states, territories, and tribal organizations. CFDA Number 20.615, 9-1-1 Grant Program

**Basic Grant Conditions** - All grant recipients must follow the basic federal grant conditions outlined below:

*Dun & Bradstreet Number and System for Award Management (SAM)* – All subgrantees must have an active Dun and Bradstreet Data Universal Numbering System (DUN) number in order to apply for federal funding. DUNS can be requested at <http://fedgov.dnb.com/webform> or by calling 1-866-705-5711. Check with your agency's financial office before registering for a DUNS number - it is likely your agency already has one.

In addition, all subgrantees must register or have an active registration with the System for Award Management (SAM). SAM.gov is the primary registrant database for the U.S. Federal Government and subgrantees are required to update or renew their registration at least once per calendar year to maintain an active status. Failure to maintain an active status will potentially result in de-obligation of funds. SAM registration can be requested at <https://www.sam.gov/SAM/>

*Audit Requirement of Federal Fund (2 CFR §200.501)* – These requirements apply to non-profit organizations, institutions of higher education, and local governments, when they, or one of their departments, receives federal funds. Any entity receiving more than \$750,000 in federal funds from all sources within a 12-month period must have a single audit performed on the use of the funds. Each subgrantee shall sign assurances to abide by this requirement.

*Transparency Act Reporting of Federal Funds* – The Federal Funding Accountability and Transparency Act (FFATA) requires DMA to report specific subgrantee award information for each award greater than \$25,000 with federal funds received after October 1, 2010. Prior to receiving funds, each subgrantee will be solicited for information, when necessary, to supply DMA with the proper information necessary to meet this requirement.

*Nondiscrimination Requirements* – Any recipient of federal funds, along with their subcontractors, must comply with 28 CFR Part 42, all statutorily-imposed nondiscrimination requirements such as civil rights requirements, reporting of adverse finding of discrimination, equal opportunity program requirements, which may also include, but is not limited to:

- Omnibus Crime Control and Safe Streets Act of 1968
- Victims of Crime Act
- Juvenile Justice and Delinquency Prevention Act of 2002
- Civil Rights Act of 1964
- Rehabilitation Act of 1973
- Americans with Disabilities Act of 1990



- Education Amendments of 1972
- Age Discrimination Act of 1975
- 28 CFR Part 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations)

*Grants and Cooperative Agreements with State and Local Governments (2 CFR §200.201)* – This regulation establishes consistency and uniformity among Federal agencies in the management of grants and cooperative agreements with state, local, and federally recognized Indian tribal governments.

*Special Conditions* – Subgrantees with special conditions on their awards are prohibited from expending any funds until those identified conditions are approved by DMA/OEC. Typical special conditions may be, but are not limited to, additional documentation and online trainings. Failure to comply with any and/or all special conditions may result in de-obligation of grant funding. Any Special Conditions will be communicated in the awards package.

### **Supplanting**

Supplanting funds under the Federal 9-1-1 Grant Program is prohibited.

- *Definition* – To deliberately reduce state or local funds because of the existence of federal funds.
- *Prohibition* – Federal funds awarded must be used to **supplement** existing funds for project activities and must not *replace* those funds that have been appropriated for the same purpose.
- *Example of Supplanting* – When state/local funds are appropriated for a stated purpose and federal funds are awarded for that same purpose, the state/local replaces its state/local funds with federal funds, thereby reducing the total amount of state/local funds available for the stated purpose.
- *Monitoring* – Supplanting will be the subject of application review, post award monitoring, and audit.
- *Considerations* – PSAPs may put out an RFP and/or contract in anticipation of the grant program but they must indicate that award and fulfillment of the contract may be contingent on grant funding. Applicants that choose to allocate match funding ahead of the grant program will not be given more consideration than other applicants. The funding allocated for this purpose must clearly state in the local budget that it is for supplementing the grant to avoid being disqualified for supplanting.

### **Joint Applications**

A joint application is when two or more agencies from different municipalities submit one grant application to purchase equipment under a shared contract. Joint applications will be accepted if agencies would like to coordinate with one or more PSAPs to contract for a hosted CPE solution.



If submitting a joint application, you must include a cover page for all agencies involved in the application and identify a lead agency. When submitting a joint application, a Letter of Intent must be submitted by all agencies involved.

## Application Requirements

### APPLICATION NARRATIVE (40 points)

The Application Narrative is a word-processed document of no more than ten (10) single or double-spaced pages with easy to read font (10-point minimum). An Application Narrative template is included in Appendix B.

As part of the application process, you must submit an Application Narrative that details the following:

- A cover page with the following information:
  - Your agency name
  - Agency's physical address
  - Agency's mailing address
  - A main point of contact (project director) and secondary point of contact information including name, title, email, and phone number
  - Your signing official's name, title, email, and phone number
  - If submitting a joint application, you must include a point of contact for all agencies involved in the application and identify a lead agency
- A brief description of your PSAP including:
  - Whether you answer wireless and/or landline 9-1-1 calls
  - The number of workstations located within your PSAP, identifying the number of existing active, back up, and training positions
  - If submitting a joint application, you must include the above information for all agencies involved.
- A brief summary of the proposed project to be funded. Thoroughly explain why this equipment needs replacement (e.g. existing equipment is/was at end of life by a certain date; current equipment is not NextGen-capable).
- A description of the proposed procurement method that will be used to purchase the equipment, including a list of NextGen9-1-1 standards as identified in the DHS SAFECOM Grant Guidance that the equipment will meet once implemented. This procurement method must follow your local procurement rules. You must provide separate justification for sole-sourced contracts. If your agency has already received bids for equipment and



signed a contract, provide a description of the procurement method used and attach the final contract.<sup>2</sup>

- A proposed timeline that includes a proposed start date and anticipated procurement and implementation schedule.
- An explanation of matching funds including source(s) of non-federal match.
- An explanation of how the budget worksheet relates to the project and the vendor quote(s) provided. You should include as much information as possible regarding how the budget worksheet was developed, and if necessary, why the lowest vendor quote was not used.

## **SUPPORTING DOCUMENTATION (40 POINTS)**

The following should be included with your application materials as attachments:

- Your existing equipment contract that includes an original purchase date
- A statement from current vendor that includes current specifications of equipment at the PSAP that would indicate whether the equipment is NextGen-capable, as well as whether the equipment is currently being supported by the vendor
- Two or more vendor quotes for new equipment to be purchased. Vendor quotes must be less than 90 days old. In the vendor quote, highlight the line items that appear in your Budget Worksheet. If you are utilizing a sole-source contract, only one quote is needed.
- **RECOMMENDED:** A letter of commitment from governance board/council
- If submitting a joint application, a Letter of Intent must be submitted by all agencies involved.

## **BUDGET WORKSHEET (20 POINTS)**

The Budget Worksheet shall be submitted in the form of a spreadsheet. A template and example of the Budget Worksheet are provided in Appendix C.

The spreadsheet must include the following:

- A proposed budget for the project for which grant funding is sought
- A demonstration that the project meets the allowable expenses under this grant program
- The amount of non-federal matching funds and the source of matching funds that will fund at least 40% of the project cost. Be sure to include information about the source and amount of your match in your application narrative and budget. Because of the type of grant program and eligible expenses, in-kind match will not be accepted. Match does not have to be 60% / 40% split per line item as long as the match is 40% of the total grant request.
- If the budget lists an equipment purchase, ensure that it is the type of equipment allowed by DMA under the grant program.

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<sup>2</sup> In order to avoid supplanting, the final contract must include a statement that fulfillment of the contract is contingent on grant funding.



- Sufficient detail to interpret how costs were estimated or calculated.
- The project budget must clearly distinguish those costs proposed to be supported with federal funds as well as those costs contributed by the applicant as the non-federal match.
- If you must provide more than the 40% match amount to cover the cost of your project, please include that information in your budget worksheet.

Remember to include computations that clearly show how the costs were derived for each list item. Applicants may submit additional back up documentation as part of their Budget Worksheet.

## APPLICATION CHECKLIST

Applications must be emailed as attachments to [interop@wisconsin.gov](mailto:interop@wisconsin.gov) with the subject "NG911 Grant Application":

- Cover Page (Appendix A)
- Application Narrative (Appendix B)
- Existing Equipment Contract showing original purchase date
- Vendor Statement
- Vendor Quote(s)
- Letter of Commitment (recommended)
- Budget Worksheet (Appendix C)
- For Joint Applications: Letter of Intent for all agencies

## REPORTING REQUIREMENTS

If awarded a grant, your agency will be responsible for completing a progress reports as listed in the award package. A template for the progress report will be included in your award package.

## GRANT MODIFICATIONS

During your project period, you can also request modifications to your grant. Modifications must be submitted for the following changes:

- Any changes in approved budget that are more than 10% of the total project budget – for example, if the cost for a piece of equipment is less than you anticipated, you can adjust your budget to purchase another eligible item for the same project. However, your total





award amount cannot be changed, and your match amount may be no less than 40% of the total project cost.

- Changing project staff (i.e. Project Director, Signing Official)
- Significant delays in timeline or requesting an extension to the project period. If all activities have not been completed, you may request a change in your end date, no later than 30 days prior to the project end date.

Grant budgets may not be changed ninety (90) days prior to the end of grant performance period. If you think you will have unspent funds at the end of your grant period, you must notify OEC grant staff as soon as possible.

Modification requests should be submitted in writing, via a letter of attachment, sent to the [Interop@wisconsin.gov](mailto:Interop@wisconsin.gov) E-mail address.

## REIMBURSEMENT

Reimbursement will occur when you submit your closeout materials. Reimbursements will be paid in a paper check unless electronic means are requested specifically by the agency prior to the payment. Additional forms to enable electronic payment may need to be completed.

## CLOSEOUT

After the project period of your grant has ended, you will need to submit all closeout documents and complete closeout requirements within 30 days after the end of the grant. Extension requests must be submitted a minimum of 30 days **before** the end date of your grant and will be reviewed by program staff on a case-by-case basis. There is no guarantee of an extension request approval and extensions may be contingent on federal deadlines.

In order to closeout a grant, DMA requires submission of:

- A final programmatic report
- A final financial report
- Grant Reimbursement Request Form – expenditures on the Grant Reimbursement Form must have been incurred within the approved period of performance listed on your award documents.
- Receipts of any equipment or items identified on the Grant Reimbursement Request Form and a copy of the procurement policy authorizing that type of purchase.
- A match validation memorandum signed by the Chief Financial Officer verifying and validating which match funds were used and that the use of those grant funds complies with all applicable CFR requirements.
- A final equipment inventory form – this form is required for any equipment purchased with a single per unit cost in excess of \$5,000. Inventory reports are required with a closeout request.



Upon completion of the closeout process, DMA/OEC will send a Closeout Letter to subgrantees, advising the grant is closed. Specific closeout requirements will be a part of the grant award package.

## **APPLICATION DOCUMENTS**

### **Appendix A: Cover Page Template**

Link to attachment: [https://dma.wi.gov/DMA/divisions/oec/library/2019/2019NG9-1-1\\_Grant\\_Cover\\_Page\\_TemplateFINAL.docx](https://dma.wi.gov/DMA/divisions/oec/library/2019/2019NG9-1-1_Grant_Cover_Page_TemplateFINAL.docx)

Be sure to save as a new file or your changes may be lost.

### **Appendix B: Application Narrative Template**

Link to attachment: [https://dma.wi.gov/DMA/divisions/oec/library/2019/2019NG9-1-1\\_Grant\\_Application\\_Narrative\\_TemplateFINAL.docx](https://dma.wi.gov/DMA/divisions/oec/library/2019/2019NG9-1-1_Grant_Application_Narrative_TemplateFINAL.docx)

Be sure to save as a new file or your changes may be lost.

### **Appendix C: Budget Worksheet Template**

Link to attachment: [https://dma.wi.gov/DMA/divisions/oec/library/2019/2019NG9-1-1\\_Grant\\_Budget\\_Spreadsheet\\_TemplateFINAL.xlsx](https://dma.wi.gov/DMA/divisions/oec/library/2019/2019NG9-1-1_Grant_Budget_Spreadsheet_TemplateFINAL.xlsx)

Be sure to save as a new file or your changes may be lost.

## **CONTACT INFORMATION**

For general questions related to the Federal 9-1-1 Grant Program, please send an email to [interop@wisconsin.gov](mailto:interop@wisconsin.gov) and someone will assist you as soon as possible.





**2019-22 Federal NextGen9-1-1 Reimbursement Grant Program  
COVER PAGE**

<b>1. Applicant</b>	<b>Agency Name:</b> Bayside Communications Center
	<b>Physical Address:</b> 9075 N Regent Rd Bayside, WI 53217
	<b>Mailing Address:</b> 9075 N Regent Rd Bayside, WI 53217
<b>2. Main Point of Contact (Project Director)</b>	<b>Name:</b> Liane Scharnott
	<b>Title:</b> Director
	<b>Email:</b> <a href="mailto:lscharnott@baysidewi.gov">lscharnott@baysidewi.gov</a>
	<b>Phone Number:</b> 414-313-4832
<b>3. Secondary Point of Contact</b>	<b>Name:</b> Andrea Kranz
	<b>Title:</b> Training Coordinator
	<b>Email:</b> <a href="mailto:akrantz@baysidewi.gov">akrantz@baysidewi.gov</a>
	<b>Phone Number:</b> 414-430-3732
<b>4. Signatory Official</b>	<b>Name:</b> Andy Pederson
	<b>Title:</b> Village Manager
	<b>Email:</b> <a href="mailto:apederson@baysidewi.gov">apederson@baysidewi.gov</a>
	<b>Phone Number:</b>
<b>5. Applicant Type</b>	<b>Single Agency Application</b>
<b>Date of Submission:</b>	January 31, 2020



## 2019-22 Federal NextGen9-1-1 Reimbursement Grant Program

### APPLICATION NARRATIVE

AGENCY NAME:	Bayside Communications Center
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1. A brief description of your PSAP including whether you answer wireless and/or wireline 9-1-1 calls and the number of workstations in your PSAP, identifying the number of existing active, back up, and training positions. If submitting a joint application, you must include the above information for all agencies involved.

Bayside Communications Center is a consolidated PSAP in Milwaukee County that provides emergency dispatch services for (7) North Shore police departments as well as one consolidated fire department. The Bayside Communications Center answers both 911 emergency and non-emergency calls, including wireless and landline calls for service for the communities of Bayside, Brown Deer, Fox Point, Glendale, Shorewood and Whitefish Bay. The Bayside Communications Center currently has five active PSAP positions to accommodate minimum staffing requirements, as well as two back up PSAP positions and one supervisor PSAP position.

2. Provide a brief summary of the proposed project to be funded. Thoroughly explain why this equipment needs replacement (e.g. existing equipment is/was at end of life by a certain date; current equipment is not NextGen-capable).

Bayside Communications' current 9-1-1 database management and 9-1-1 call routing service hardware and operating system was purchased in December of 2011. Our current equipment is end of life, and as such has led to corruption in the database resulting in the inability to effectively transfer phone calls. In addition, the alarm monitoring that is tied to the Intrado phone system is in constant "alarm" state, alerting that there are errors. To resolve this, we need to upgrade our current call handling equipment, which in turn will align the center with the necessary equipment to accommodate future ESInet solutions. As stated by the vendor in our attached documentation, our current equipment is end of life, and we will need to replace and upgrade it.

3. A description of the proposed procurement method that will be used to purchase the equipment, including a list of NextGen9-1-1 standards as identified in the DHS SAFECOM Grant Guidance that the equipment will meet once implemented. This procurement method must follow your local procurement rules. You must submit separate justification for sole-sourced contracts. If your agency has already received bids for equipment and signed a contract, provide a description of the procurement method used and attach the final contract.



## 2019-22 Federal NextGen9-1-1 Reimbursement Grant Program

The 9-1-1 database management and 9-1-1 call routing service hardware and operating system will be a direct purchase made with our current vendor, Intrado. When Bayside Communications Center consolidated in 2012, the seven agencies we serve signed an agreement to incorporate capital funding to be contributed annually for large scale purchases such as this. In addition, as our equipment is end of life, replacement is necessary. By replacing the hardware and equipment it will improve emergency communication capabilities while ensuring emergency communication interoperability. As required by the Village of Bayside, this vendor meets our "Sole Source Purchase Justification" requirement, which is included in this packet as a supporting document. As we currently own Intrado software, use of this vendor would align with our current equipment and provide a cost saving. Upgrading our equipment would align to the following NextGen911 standards:

- IP-enabled NG911 architecture to accommodate NENA i3 and text messaging capabilities
  - Seamless connectivity between PSAP's for the transmission and reception of multimedia type data (text messages, pictures, and video)
  - Use of P25 compliant LMR equipment for P25 compliance as outlined by DHS
  - Align with FirstNet and FCC technical and eligibility requirements
  - Ensuring redundancy in critical infrastructure facilities to identify and trace all single points of failure
  - Sustaining backup systems, critical infrastructure, backup power, etc
  - NextGen 911 capabilities and established system access, security controls(NENA-STA-010, NG-SEC, NENA 04-503)
  - Network access and security (NENA-INF-014.1-2016)
4. A proposed timeline including a proposed start date and anticipated procurement and implementation schedule.

The proposed start date and anticipated procurement is March 2, 2020. Upon notification of grant funding, Bayside Communications Center would work with Intrado to sign the quote and establish delivery and onsite installation. The vendor initially indicated they require a 4 month lead time, which would allow us time to develop and internal strategy to decommission the existing phone system, which has many points of failure, and set up and convert to a new phone system with updated software and hardware. The implementation has an estimated date of August 3<sup>rd</sup>, 2020, depending on vendor availability.



## 2019-22 Federal NextGen9-1-1 Reimbursement Grant Program

5. An explanation of local matching funds including the source(s) of the non-federal match.

The 9-1-1 database management and 9-1-1 call routing service hardware and operating system will be purchased using our fully funded Capitol which is sourced by the seven municipalities that we provide PSAP services for; including (7) police departments and (1) consolidated fire department. Each agency has signed an agreement and recognize the value that technology holds in the communications center. To prepare for future technology needs, the agencies agreed to contribute annually to a capital fund to be used for these needs. The contract signed was approved by all village boards at the time of consolidation, and each municipality is billed quarterly for services and capital contribution amounts. The non-federal match required by Bayside Communications would come directly from this capital account, as intended in the signed agency agreements.

6. An explanation of how the budget worksheet relates to the project and the vendor quote(s) provided. You should include as much information as possible regarding how the budget worksheet was developed, and if necessary, why the lowest vendor quote was not used.

Attached in our documentation is a letter from our vendor describing the upgrade and documenting that our equipment is end of life, as well as a quote from the same vendor, outlining expenses to implement and upgrade our system. The budget worksheet outlines all the expenses as well as the matching funds, which will come from our fully funded capital account. Each line item in the budget worksheet is taken directly from the quote provided by the vendor and broken down to indicate federal funds versus local funds. As we are authorizing this as a sole source vendor, there is only one quote and one vendor that aligns to the needs of the Bayside Communications Center.

7. List of Attachments:

- Existing Equipment Contract showing original purchase date
- Vender Statement
- Vender Quote
- Letter of Commitment
- Budget Worksheet
- Sole source Contract Justification



Positron VIPER and  
Power 911 Intelligent Workstations

for

Bayside, WI

The terms and conditions available at <http://www.positron911.com/legal/PositronTerms.pdf> will apply to this Quote, unless the parties have entered into a separate mutually executed agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply.

Accepted and Agreed

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Summary

Item	Cost
Positron VIPER	\$94,945.75
Power 911 Software	\$0.00
Power MIS Software	\$0.00
ePrinter Software	\$1,320.75
IWS Hardware	\$40,507.00
Critical Spares	\$9,945.00
Site Survey	\$3,350.00
Cut-Over Assistance	\$3,350.00
Administrator & Call-Taker Training	\$4,850.00
Maintenance Training	\$9,000.00
Installation Services	\$17,850.00
Project Management	\$5,650.00
System Architecture (SA Support for ECCP)	\$8,050.00
<i>Special Sales Discount</i>	<i>-\$5,000.00</i>
<b>Total</b>	<b>\$193,818.50</b>

## Maintenance Services

Item	Cost
Software Evergreen - Annual Cost, Starting Year 2	\$17,366.36
Software Evergreen - Warranty + 4 Years - Prepaid and Discounted	\$69,465.45
Help Desk - Annual Cost, Starting Year 2	\$6,516.67
Help Desk - Warranty + 4 Years - Prepaid and Discounted	\$26,066.67



## Configuration Parameters

### Positron VIPER

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Total Number of E9-1-1 Trunks Supported	10
Total Number of Administrative Lines Supported	4

### Answering Positions

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Number of Power 911 Workstations to Upgrade	8
Number of Buttons per Position	1,280 on-screen.

### Power 911 Intelligent Workstation Features

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Location Module (ANI/ALI)	Included
Computer Telephony Module (on-screen telephony)	Included
Contact Module (Call & Transfer - Voice and/or Data)	Included
On-line Message Board (a.k.a. Flash Bulletin Module)	Included
Lists Module (Call Lists and Queries)	Included
Toolbar (a.k.a. Call Detail Tool)	Included
Incident Manager Software (Incident Detailing + Premise + SOP)	Included
Integrated Call Recorder	Included
Integrated TDD	Included
Add on Recorder for Radio	Included
Data Transfer to Remote FAX Machines or via E-Mail (XDC)	Not Included
UPS for Workstation PCs (30 minutes)	Not Included
UPS for IWS Servers	Not Included

### MIS Solution

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Power MIS	Included
ePrinter	Optional

Model #	Description	Qty	Unit Cost	Total
<b><sup>1</sup> Positron VIPER</b>				
912800	VIPER Gateway Shelf	4		
912801	CAMA Interface Module (CIM)	3		
912814	Administrative Interface Module (AIM)	2		
912827	VIPER Backroom Mounting Kit	1		
914711	Four Post Rack	1		
912802	Primary VIPER Application Server	1		
912822	Secondary VIPER Application Server	1		
912803	Primary VIPER SoftSwitch	1		
912823	Secondary VIPER SoftSwitch	1		
912813	-48V Power Supply	2		
912819/24	Cisco 3750 v2 24 port Switch	2		
912811	Backroom Position Access License	9		
912812	PBX Access License - Per Workstation	8		
912890	Media Kit Prebuilt Building Block	1		
912920	ECCP Workstation License	8		
913850/S	VIPER Enabling Kit - SONIC	8		
			<b>Subtotal \$</b>	<b>94,945.75</b>
<b><sup>1</sup> Power 911 Software</b>				
913100/CD	Power 911 CD Media & Documentation	1		
913100/U	Power 911 Client Access License (CAL)	8		
913202/U	Power 911 Server Access License (SAL)	8		
913152/U	Power 911 Add On Recorder for Radio	8		
			<b>Subtotal \$</b>	<b>-</b>
<b><sup>1</sup> Power MIS Software</b>				
920100/U	Power MIS Server Software License	1		
920101/U	Power MIS Concurrent Client Access License	1		
920102/U	Power MIS Data License	8		
920100/CD	Power MIS CD Media & Documentation	1		
			<b>Subtotal \$</b>	<b>-</b>
<b><sup>1</sup> ePrinter Software</b>				
917310/11	ePrinter Software and Documentation	1		
917311/11	ePrinter - Self Tutorial CD	1		
			<b>Subtotal \$</b>	<b>1,320.75</b>

Model #	Description	Qty	Unit Cost	Total
<sup>1</sup> IWS Hardware				
IWS Workstations				
914102/BB	IWS Workstation Prebuilt Product Bundle	8		
Common IWS Hardware				
914431/R	IWS Server Tape Backup System - Rack Moun	1		
Power 911 Server				
914230/G6/R/BB	IWS Type B Rack Server Prebuilt Building Blc	1		
914244/G6	300GB SAS Hot Plug Hard Disk	2		
Power MIS Server				
914230/G6/R/BB	IWS Type B Rack Server Prebuilt Building Blc	1		
914244/G6	300GB SAS Hot Plug Hard Disk	2		
914422	Additional Backup Exec SQL Agent	1		
ePrinter Hardware				
E10004	Rocket Port Express Quadcable	1		
Peripherals				
600150	50 Pin Punch Blocks	2		
915109	TSI Alarm Panel 6025	1		
207-990000-046	25 Pair Amphenol Cable	2		
			Subtotal \$	40,507.00

<sup>1</sup> Critical Spares				
912801	CAMA Interface Module (CIM)	1		
912814	Administrative Interface Module (AIM)	1		
912819/24	Cisco 3750 v2 24 port Switch	1		
912813	Power Supply (-48V DC)	1		
913850/S	Positron VIPER Enabling Kit - Sonic	1		
			Subtotal \$	9,945.00

<sup>2</sup> Site Survey				
950100	Site Survey	1		
960575	Site Survey - Living Expense Per Day	3		
960580	Site Survey - Travel Fee	1		
			Subtotal \$	3,350.00

Model #	Description	Qty	Unit Cost	Total
<b>Cut-Over Assistance</b>				
950500	Cut-Over Assistance - Price Per Day	1		
950575	Living Expense - Per Day/Per Person	3		
950580	Travel Fee - Per Person	1		
			Subtotal \$	3,350.00
<b>Administrator &amp; Call-Taker Training</b>				
960801	Power 911 Administrator Training - Per Day	1		
960801	Power 911 Call Taker Training - Per Day	1		
960575	Training - Living Expense Per Day	3		
960580	Training - Travel Fee	1		
			Subtotal \$	4,850.00
<sup>3</sup> <b>Maintenance Training</b>				
960802	M100 Training - Per Day/Per Person	8		
960802	M200 Training - Per Day/Per Person	10		
			Subtotal \$	9,000.00
<b>Installation Services</b>				
950856	Backroom Staging - up to 8 positions	1		
950850	Positron IWS Staging - up to 8 positions	1		
950104	Professional Services (per day)	6		
960575	Living Expense Per Day	8		
960580	Travel Fee	1		
			Subtotal \$	17,850.00
<b>Project Management</b>				
950510	Project Management	1		
			Subtotal \$	5,650.00
<b>System Architecture (SA Support for ECCP)</b>				
950515	System Architecture - Router Configuration	2		
950515	System Architecture - Onsite ECCP Config	2		
960575	Living Expense Per Day	4		
960580	Travel Fee	1		
			Subtotal \$	8,050.00
<b>Special Sales Discount</b>				
Special Sales Discount		1		
			Subtotal -\$	5,000.00
<b>Total</b>				<b>\$ 193,818.50</b>

Model #	Description	Qty	Unit Cost	Total
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### Maintenance Services

#### <sup>4,6</sup> Software Evergreen - Annual Cost, Starting Year 2

912800/SE1	Software Evergreen for VIPER	1		
913100/SE1	Software Evergreen for Power 911	1		
920100/SE1	Software Evergreen for Power MIS	1		
			Subtotal \$	17,366.36

#### <sup>4</sup> Software Evergreen - Warranty + 4 Years - Prepaid and Discounted

912800/SE5	Software Evergreen for VIPER	1		
913100/SE5	Software Evergreen for Power 911	1		
920100/SE5	Software Evergreen for Power MIS	1		
			Subtotal \$	69,465.45

#### <sup>5,6</sup> Help Desk - Annual Cost, Starting Year 2

912800/HD1	Help Desk for VIPER	1		
913100/HD1	Help Desk for Power 911	1		
920100/HD1	Help Desk for Power MIS	1		
914100/HD1	Help Desk for IWS Hardware	1		
			Subtotal \$	6,516.67

#### <sup>5</sup> Help Desk - Warranty + 4 Years - Prepaid and Discounted

912800/HD5	Help Desk for VIPER	1		
913100/HD5	Help Desk for Power 911	1		
920100/HD5	Help Desk for Power MIS	1		
914100/HD5	Help Desk for IWS Hardware	1		
			Subtotal \$	26,066.67

### Optional Equipment

#### <sup>7</sup> Monitors - Upgrade to Touch-Screen Displays

E10045	Touch Screen 19 Inch LCD Monitor	10		
			Subtotal \$	10,150.00

## Notes

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- 1 This quotation provides a configuration to replace the customer's current Life Line 100 controller with a new VIPER system. This quote also provide software upgrades to the existing 8 positions at Bayside WI. New IWS Workstations and servers have been included in the quote. It is also assumed that the customer's existing Power 911 positions are covered by a valid Software Evergreen agreement and therefore no upgrades have been charged to the client.

**Additional VIPER / IWS / Network Equipment Required:**

- \* Customer to provide routers for ECCP integration
- \* Two (2) ALI Modems (Analog 202T)
- \* One (1) Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.
- \* Serial Printer - either replaced by ePrinter or customer-supplied
- \* Laser Printer - customer-supplied
- \* Network Cabling - customer-supplied
- \* ePrinter workstation or rack-mounted server - customer-supplied

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- 2 The Site Survey is intended to identify any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted system. Additional costs may be incurred upon completion of the Site Survey.
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- 3 This quote provides technical training for 1 person to take place at the Intrado Longmont, CO training facility. Customer is responsible for all travel and living expenses incurred by its attendees.

The quoted training provides the following:

**M100 Training - System Administration - 4 Day Course:**

The M100 System Administration course centers on the configuration of Power 911, Power Map and Power MIS. By the end of the course the learners will have configured a Positron 911 system and used the software as a dispatcher would on site. This is also an excellent class for PSAP Supervisors or Administrators who require a more in-depth training than what is offered on-site.

**M200 Training - Power 911 Installation, Configuration & Maintenance - 5 Day Course:**

The M200 VIPER / Power 911 Installation, Configuration & Maintenance course focuses on system architecture, system connectivity and interoperability as well as system verification. By the end of this course the learners will have installed a Viper and Power 911 system and performed system verification testing.

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## Notes

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- 4 This service is designed to protect the customer's initial Software investment by maintaining optimized system performance and functionality. The most recent versions of the purchased software product will be available during the contract period to the customer's designated maintenance personnel who will be responsible for its deployment at the site.

The Software Evergreen Program includes shipment of new software versions, minor and major releases, and problem workarounds to be deployed by the customer's designated maintenance personnel.

*Please note that this service does not apply to any third party software updates such as the Windows operating system (O/S), and the Relational Data Base Managemet Software (RDBMS) MS SQL.*

*Please note that for the yearly option an escalator factor of minimum 3% on the previous year's total will apply for subsequent years.*

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- 5 This service is designed to provide 24x7 access to our customer call center for product support.

It also provides remote diagnostics capabilities, allowing our technicians to dial in and troubleshoot remotely.

In the event that a problem cannot be corrected remotely, a Intrado technician will be dispatched to the site in order to remedy any critical service affecting issue. A mutually agreed upon response time will be negotiated between Intrado and the customer upon the award of the contract.

If the site has not contracted on-site maintenance services, the customer will then be charged for on-site assistance at the current Intrado labour and material rates plus air fare cost.

*Please note that this service does not cover the cost of either Intrado or third party hardware or software components (except for the period of standard Warranty coverage and optional, additional Extended Warranty or Software Evergreen coverages available for purchase from Intrado).*

*Please note that Intrado strongly recommends the purchase of this option as a value added service which will provide full access to Intrado's trained Help Desk technicians to assist with any issue resolution required. Should this option not be selected, service calls made to Intrado's Help Desk will be individually charged at Intrado's current rates.*

*Please note that for the yearly option an escalator factor of minimum 3% on the previous year's total will apply for subsequent years.*

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## Notes

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6 Annual maintenance costs shown are for year 2 only. An increase of 3% per annum will be applied for years 3-5. The 3% yearly increase is waived if the 5 year plan is purchased at time of contract signature.

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7 All optional modules in this quote have been priced under the assumption that they will be purchased and installed concurrently with the base system. If these modules are to be installed at a later date, additional travel and living expenses may apply.

Maintenance Services have not been included for optional modules.  
Once the customer has finalized their configuration, a revised quotation will be provided with equipment and services costs revised as necessary.

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## Terms

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**PRICING** All prices are in U.S. Funds.  
Taxes, if applicable, are extra.  
FCA Intrado, Montreal. Shipping costs are prepaid and charged.

**PAYMENT** NET 30 Days

**DELIVERY** TBD.

**VALIDITY** 120 days.

Notwithstanding anything to the contrary in Intrado's standard terms and conditions referenced on the cover page to this Quote: (i) no insurance requirements in such terms will apply to the Village; and (ii) no limitations on time to file an action or lawsuit in such terms will apply.





Bayside PD 911  
9075 North. Regen Road  
Bayside, WI 53217

RE: VIPER / Power911 911 Call Handling Equipment Upgrade

This letter is to provide Bayside PD 911 with information on your current call handling equipment that is in use today.

**Original Purchase Date:** December 21, 2011

**Current Supported Equipment Specifications:**

VIPER	4.1 Sp4
P911	5.5 Sp4
Power MIS	4.6 Sp3

While your current equipment is Next Gen 911 capable, the hardware and operating system is near end of life and support. In addition, the current statistical reporting product Power MIS, has been manufactured discontinued and is no longer supported.

Upgrading your current call handling equipment will provide you with the hardware and software requirements needed to accommodate a future ESInet solution.

Intrado's Emergency Response Systems are designed to natively support emergency call handling to meet the specific needs of emergency service providers and are engineered for high performance computing (HPC) and public safety grade environments. The system's modular design supports an array of design options that can be customized to provide enhanced fault tolerance and geographic diversity to meet the operational needs of each customer.

The VIPER system's IP based architecture and modular design accommodates next generation NENA i3 and Text Messaging capabilities while maintaining support for legacy 911 call delivery infrastructures. Various gateway modules provide the interfaces to decode ANI (or Caller ID) and convert the voice signal to SIP. As an IP platform VIPER inherently supports Voice over IP formats. As PSAP transition to Next Generation delivery mechanisms traditional gateway interfaces can be replaced or augmented to support Next Generation Gateways.

Please do not hesitate to reach out to me if I can be of any further assistance.

Sincerely,

Sandra McLaren  
Senior Account Executive  
678-877-0413  
smclaren@intrado.com

1601 Dry Creek Drive, Ste 250  
Longmont, Co 80503

800-232-0900  
www.intrado.com



## **System Upgrade**

*for*

**Bayside PD, WI**

**(Direct Sale)**

**Quote Number: 22193**

**Version: 5**

**January 27, 2020**

The terms and conditions available at [west.com/legal-privacy/terms/#call-handling](http://west.com/legal-privacy/terms/#call-handling) as of the date of this Quote will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information of Intrado, and such information may not be used or disclosed without prior written consent.

**Summary - 7 Years - Bayside PD**

Item	Cost
Systems	\$108,030.53
Services	\$47,912.06
Recurring Services	\$62,720.00
Maintenance	\$214,200.00
<b>Total:</b>	<b>\$432,862.59</b>

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$108,030.53	\$47,912.06	\$8,960.00	\$25,800.00	\$190,702.59
Year 2			\$8,960.00	\$31,400.00	\$40,360.00
Year 3			\$8,960.00	\$31,400.00	\$40,360.00
Year 4			\$8,960.00	\$31,400.00	\$40,360.00
Year 5			\$8,960.00	\$31,400.00	\$40,360.00
Year 6			\$8,960.00	\$31,400.00	\$40,360.00
Year 7			\$8,960.00	\$31,400.00	\$40,360.00
<b>Totals</b>	<b>\$108,030.53</b>	<b>\$47,912.06</b>	<b>\$62,720.00</b>	<b>\$214,200.00</b>	<b>\$432,862.59</b>

## Configuration Parameters - Bayside PD

### Site Configuration

Total Positions	8
Total Number of E9-1-1 CAMA Trunks	Up to 12
Total Number of FXO Lines	Up to 12
Total Number of ISDN-PRI channels (T1)	0
SIP Interface to 3 <sup>rd</sup> Party PBX	Included
ECCP	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Included

### Systems

VIPER	\$42,746.25
Power Stations	\$41,769.00
Power 911	\$0.00
Power Metrics Setup Fees	\$4,700.00
Sentry	\$1,170.00
VIPER Alarm Monitoring Setup	\$1,500.00
TXT29-1-1 Setup Fees	\$5,725.00
Power 911 Hardware	\$5,415.00
Common Hardware	\$5,200.00
Network Equipment	\$1,450.00
Freight Charges	\$1,319.28
Third Party Solutions	\$2,736.00
VIPER Alarm Monitoring	\$4,200.00

### Professional Services

Staging	\$3,750.00
Project Survey	\$3,350.00
Installation	\$11,850.00
eLearning	\$395.00
Call Taker and Admin Training	\$6,750.00
CCS Training	\$3,350.00
Project Management Services	\$12,767.06

### Recurring Services

TXT29-1-1 Recurring Services	\$39,900.00
Power Metrics Recurring Services	\$22,820.00

### Maintenance

Software Subscription	\$58,800.00
Software Protection and Remote Tech Support	\$20,160.00
On-Site Maintenance	\$117,600.00
Hardware Protection	\$13,440.00

Model#	Description	Qty	List Price	Selling Price	Total
<b>VIPER</b>					
912817/BB	7 Foot Cabinet Prebuilt Building Block	1			
912890/BB	Media Kit Prebuilt Building Block	1			
912800	VIPER Gateway Shelf	3			
912801	CAMA Interface Module (CIM)	3			
912811/U	Application Server Position Access License Upgrade	9			
912812/U	PBX Access License Upgrade	8			
912814	Admin Interface Module (AIM)	3			
P10008	License to Connect Non-Intrado Recording Device	1			
912925	SIP I/F to 3rd Party PBX License - Per Position	8			
C10036	Power Cord Cable with A/C twist lock connector	3			
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	2			
912716/S	Cisco Stacking module for C2960-X	2			
				<b>Subtotal</b>	<b>\$42,746.25</b>

**Power Stations**

914121/1	IWS Workstation - Software and Configuration	8			
914600/3	IWS External Programmable Keypad - 24 Buttons	8			
911801	A9C G3, Desk Mounting Kit	8			
911809	A9C G3, Call Handling Accessories	8			
911810-1	A9C G3 : Bundle	8			
911785	Position Image - Power Station Gen3	1			
				<b>Subtotal</b>	<b>\$41,769.00</b>

**Power 911**

913100/BAK/U	Power 911 Backup License Upgrade	1			
913100/U	Power 911 Client Access License Upgrade	7			
913152/U	Power 911 Add-on Recorder for Radio Upgrade	8			
913202/U	Power 911 Server Access License Upgrade	8			
913152/CD	ITRR Media Kit	1			
				<b>Subtotal</b>	<b>\$0.00</b>

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**Power Metrics Setup Fees**

P10200	Power Metrics - Service set-up: single RDDM: MIS Enabled	1		
			<b>Subtotal</b>	<b>\$4,700.00</b>

**Sentry**

P10232	ELM Class 1	1		
P10233	ELM Class 2	4		
			<b>Subtotal</b>	<b>\$1,170.00</b>

**VIPER Alarm Monitoring Setup**

915137/1	Set-Up Fee	1		
			<b>Subtotal</b>	<b>\$1,500.00</b>

**TXT29-1-1 Setup Fees**

ITXTOTF4	TXT29-1-1 P911 Integrated One-time-fee per PSAP (5-10 seats)	1		
P10063	ITS Equipment	1		
			<b>Subtotal</b>	<b>\$5,725.00</b>

**Power 911 Hardware**

914960	IWS Server RACK Bundle - Type A	1		
			<b>Subtotal</b>	<b>\$5,415.00</b>

**Common Hardware**

914956	1U Keyboard/LCD/Trackball/8-Port KVM	1		
P10114/R	Backup Disk Solution for Windows Server	1		
			<b>Subtotal</b>	<b>\$5,200.00</b>

**Network Equipment**

914148	Firewall Appliance	1		
914148/CD	Call Handling Firewall - Media Set	1		
			<b>Subtotal</b>	<b>\$1,450.00</b>

**Staging**

950852	Front Room Equipment Staging - Per Position	8		
950853	Back Room Equipment Staging - Per Cabinet	1		
			<b>Subtotal</b>	<b>\$3,750.00</b>

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**Project Survey**

950100	Project Survey (per Site)	1		
960575	Living Expense per Day per Person	3		
960580	Travel Fee per Person	1		
			<b>Subtotal</b>	<b>\$3,350.00</b>

**Installation**

950104	Professional Services (per Day)	6		
960575	Living Expense per Day per Person	8		
960580	Travel Fee per Person	1		
			<b>Subtotal</b>	<b>\$11,850.00</b>

**eLearning**

960108/3	Three (3) Hours of eLearning	1		
			<b>Subtotal</b>	<b>\$395.00</b>

**Call Taker and Admin Training**

960780	Power 911 Administrator Training	1		
960801	Power 911 User Training	2		
960575	Living Expense per Day per Person	5		
960580	Travel Fee per Person	1		
			<b>Subtotal</b>	<b>\$6,750.00</b>

**CCS Training**

P10087	CCS Training	1		
960575	Living Expense per Day per Person	3		
960580	Travel Fee per Person	1		
			<b>Subtotal</b>	<b>\$3,350.00</b>

**Project Management Services**

950510	Project Management Services	1		
			<b>Subtotal</b>	<b>\$12,767.06</b>

**Freight Charges**

FREIGHT	Freight Charges	1		
			<b>Subtotal</b>	<b>\$1,319.28</b>

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**Third Party Solutions**

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Q13315	MONITOR, TOUCHSCREEN, 22", WIDE, LED BACKLIT LCD, TN, FULL HD 1080p	8
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**Subtotal      \$2,736.00**

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**TXT29-1-1 Recurring Services**

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P10062	ITS Service (Annual) Year 1	1
ITXTARF2	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats) Year 1	1
P10062	ITS Service (Annual) Year 2	1
ITXTARF2	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats) Year 2	1
P10062	ITS Service (Annual) Year 3	1
ITXTARF2	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats) Year 3	1
P10062	ITS Service (Annual) Year 4	1
ITXTARF2	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats) Year 4	1
P10062	ITS Service (Annual) Year 5	1
ITXTARF2	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats) Year 5	1
P10062	ITS Service (Annual) Year 6	1
ITXTARF2	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats) Year 6	1
P10062	ITS Service (Annual) Year 7	1
ITXTARF2	TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (5-10 Seats) Year 7	1

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**Subtotal      \$39,900.00**



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**Power Metrics Recurring Services**

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P10222	Power Metrics - 5-9 pos. annual service per PSAP Year 1	1	
P10219	Power Metrics Suite - Annual access contract per PSAP Year 1	1	
P10222	Power Metrics - 5-9 pos. annual service per PSAP Year 2	1	
P10219	Power Metrics Suite - Annual access contract per PSAP Year 2	1	
P10222	Power Metrics - 5-9 pos. annual service per PSAP Year 3	1	
P10219	Power Metrics Suite - Annual access contract per PSAP Year 3	1	
P10222	Power Metrics - 5-9 pos. annual service per PSAP Year 4	1	
P10219	Power Metrics Suite - Annual access contract per PSAP Year 4	1	
P10222	Power Metrics - 5-9 pos. annual service per PSAP Year 5	1	
P10219	Power Metrics Suite - Annual access contract per PSAP Year 5	1	
P10222	Power Metrics - 5-9 pos. annual service per PSAP Year 6	1	
P10219	Power Metrics Suite - Annual access contract per PSAP Year 6	1	
P10222	Power Metrics - 5-9 pos. annual service per PSAP Year 7	1	
P10219	Power Metrics Suite - Annual access contract per PSAP Year 7	1	
			<b>Subtotal</b>
			<b>\$22,820.00</b>

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**Software Subscription**

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950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 1	1
950999/SUB1-S	Software Sub Service - 1 Year/Position – Supplemental Position Year 1	3
950999/SUB1	Software Subscription Service - 1 Year/Position Year 1	4
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 2	1
950999/SUB1-S	Software Sub Service - 1 Year/Position – Supplemental Position Year 2	3
950999/SUB1	Software Subscription Service - 1 Year/Position Year 2	4
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 3	1
950999/SUB1-S	Software Sub Service - 1 Year/Position – Supplemental Position Year 3	3
950999/SUB1	Software Subscription Service - 1 Year/Position Year 3	4
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 4	1
950999/SUB1-S	Software Sub Service - 1 Year/Position – Supplemental Position Year 4	3
950999/SUB1	Software Subscription Service - 1 Year/Position Year 4	4
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 5	1
950999/SUB1-S	Software Sub Service - 1 Year/Position – Supplemental Position Year 5	3
950999/SUB1	Software Subscription Service - 1 Year/Position Year 5	4
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 6	1
950999/SUB1-S	Software Sub Service - 1 Year/Position – Supplemental Position Year 6	3
950999/SUB1	Software Subscription Service - 1 Year/Position Year 6	4
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 7	1
950999/SUB1-S	Software Sub Service - 1 Year/Position – Supplemental Position Year 7	3
950999/SUB1	Software Subscription Service - 1 Year/Position Year 7	4
<b>Subtotal</b>		<b>\$58,800.00</b>

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**Software Protection and Remote Tech Support**

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950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 2	1
950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos – Supplemental Pos Year 2	3
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 2	4
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 3	1
950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos – Supplemental Pos Year 3	3
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 3	4
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 4	1
950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos – Supplemental Pos Year 4	3
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 4	4
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 5	1
950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos – Supplemental Pos Year 5	3
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 5	4
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 6	1
950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos – Supplemental Pos Year 6	3
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 6	4
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 7	1
950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos – Supplemental Pos Year 7	3
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 7	4

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**Subtotal      \$20,160.00**

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**On-Site Maintenance**

950999/ONS1-1-S	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys - Supplemental Position Year 1	3
950999/ONS1-1-B U	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys -- Back Up Position Year 1	1
950999/ONS1-1	On-Site Maintenance (1 Year), (per position / per year for 1 to 10 positions) Year 1	4
950999/ONS1-1-S	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys - Supplemental Position Year 2	3
950999/ONS1-1-B U	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys -- Back Up Position Year 2	1
950999/ONS1-1	On-Site Maintenance (1 Year), (per position / per year for 1 to 10 positions) Year 2	4
950999/ONS1-1-S	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys - Supplemental Position Year 3	3
950999/ONS1-1-B U	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys -- Back Up Position Year 3	1
950999/ONS1-1	On-Site Maintenance (1 Year), (per position / per year for 1 to 10 positions) Year 3	4
950999/ONS1-1-S	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys - Supplemental Position Year 4	3
950999/ONS1-1-B U	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys -- Back Up Position Year 4	1
950999/ONS1-1	On-Site Maintenance (1 Year), (per position / per year for 1 to 10 positions) Year 4	4
950999/ONS1-1-S	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys - Supplemental Position Year 5	3
950999/ONS1-1-B U	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys -- Back Up Position Year 5	1
950999/ONS1-1	On-Site Maintenance (1 Year), (per position / per year for 1 to 10 positions) Year 5	4
950999/ONS1-1-S	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys - Supplemental Position Year 6	3
950999/ONS1-1-B U	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys -- Back Up Position Year 6	1
950999/ONS1-1	On-Site Maintenance (1 Year), (per position / per year for 1 to 10 positions) Year 6	4
950999/ONS1-1-S	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys - Supplemental Position Year 7	3
950999/ONS1-1-B U	On-Site Maint - 1 Year/Pos - 1 to 10 pos sys -- Back Up Position Year 7	1
950999/ONS1-1	On-Site Maintenance (1 Year), (per position / per year for 1 to 10 positions) Year 7	4
<b>Subtotal</b>		<b>\$117,600.00</b>

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**VIPER Alarm Monitoring**

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915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 1	5		
915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 2	5		
915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 3	5		
915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 4	5		
915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 5	5		
915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 6	5		
915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 7	5		
			<b>Subtotal</b>	<b>\$4,200.00</b>

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**Hardware Protection**

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950999/HPSA1-S	Hardware Protect Stand Alone Sys - 1 Year/Pos - Supplemental Position Year 2	3	
950999/HPSA1-BU	Hardware Protect Stand Alone Sys - 1 Year/Pos - Back Up Position Year 2	1	
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position Year 2	4	
950999/HPSA1-S	Hardware Protect Stand Alone Sys - 1 Year/Pos - Supplemental Position Year 3	3	
950999/HPSA1-BU	Hardware Protect Stand Alone Sys - 1 Year/Pos - Back Up Position Year 3	1	
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position Year 3	4	
950999/HPSA1-S	Hardware Protect Stand Alone Sys - 1 Year/Pos - Supplemental Position Year 4	3	
950999/HPSA1-BU	Hardware Protect Stand Alone Sys - 1 Year/Pos - Back Up Position Year 4	1	
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position Year 4	4	
950999/HPSA1-S	Hardware Protect Stand Alone Sys - 1 Year/Pos - Supplemental Position Year 5	3	
950999/HPSA1-BU	Hardware Protect Stand Alone Sys - 1 Year/Pos - Back Up Position Year 5	1	
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position Year 5	4	
950999/HPSA1-S	Hardware Protect Stand Alone Sys - 1 Year/Pos - Supplemental Position Year 6	3	
950999/HPSA1-BU	Hardware Protect Stand Alone Sys - 1 Year/Pos - Back Up Position Year 6	1	
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position Year 6	4	
950999/HPSA1-S	Hardware Protect Stand Alone Sys - 1 Year/Pos - Supplemental Position Year 7	3	
950999/HPSA1-BU	Hardware Protect Stand Alone Sys - 1 Year/Pos - Back Up Position Year 7	1	
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position Year 7	4	
			<b>Subtotal</b>
			<b>\$13,440.00</b>
			<b>Total</b>
			<b>\$432,862.59</b>

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## Notes

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- 1 Customer to provide the following peripheral equipment, as required:

**Additional Backroom Equipment Required:**

Two (2) modems to ALL Database (If not using SIP)

One (1) Network Laser Printer

Amphenol cables and punch blocks

A high-speed Internet-based VPN Connection for Remote Monitoring and Maintenance must be provisioned.

**Additional Power IWS Equipment Required:**

Each IWS position requires sufficient CAT5e/CAT6 Network Cabling (3 per position) not normally supplied by Intrado, to reach the Network Switches in the back room.

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- 2 The 3rd Party Recorder Interface Kit provides the following:

- 1) Physical IP packet-capture solution. This is the mechanism by which the VIPER SIP and RTP packets are securely shared with the 3rd party recorder.
- 2) VIPER 3rd party recording license. This is the VIPER-side license that enables a 3rd party recorder to have a one-way IP connection to VIPER. One is needed per VIPER node.
- 3) Packet description document. This document details all of the VIPER SIP/RTP messages that are relevant for a 3rd party recorder.

Please note that in all cases, Intrado will not be responsible for the support or provisioning of the 3rd party recorder.

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- 3 Sentry fees do not include Intrado monitoring of the site's performance via the Sentry system.

The Sentry Monitoring System has been configured to monitor all Intrado provided hardware which has an IP address. This includes, but is not limited to, Servers, workstations, A9C, network switches, routers, etc.

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- 4 **Intrado's Remote Monitoring Service** monitors all IWS products as well as most third party equipment. The service forwards alarms and alerts to a centralized Intrado. Network Operations Center for monitoring. This service requires the purchase of Sentry hardware from Intrado.

Intrado's Technical Support Center receives remote customer alarms and alerts 24x7x365, notifying Intrado of any irregular behavior including faults and performance threshold crossings requiring attention. Minimum action includes contacting of either the customer directly or the assigned on-site service personnel to provide the appropriate technical response.

Automatic remote troubleshooting of the alarm is performed only if Remote Support services are purchased.

The dispatching of Intrado technician support after an alarm is received and troubleshooting has been performed is available only if On-Site Support Services are purchased.

**Intrado Life & Safety Solutions Corporation Responsibilities:**

- Remote Monitoring of customer based PSAP equipment.
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- Contacting of either the PSAP directly or their assigned on-site service personnel upon receipt of the alarm.
  - Clearing of the alarm upon notification of the customer.

**Customer Responsibilities:**

- Establish business rules regarding alarm notifications and escalation conditions within the Sentry system. Designation of customer contact points or its assigned on-site service personnel.
- 

**5** **Professional Services:** This quote represents an estimate of labor costs to perform the work described in this quote. If the amount of labor needed to correct the issue can't be accomplished time allotted in this quote, Intrado will contact the customer representative before performing additional labor. If the actual labor to perform the work is significantly less than the amount quoted, the final charge may be adjusted.

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**6** ITS provides an alternative to customers that have not purchased our platinum level A9-1-1 Routing Service which provides 9-1-1 calls and signaling over redundant diverse MPLS links between the Intrado Data Center and the customer facility. The ITS solution establishes a secure VPN between the customer facility and the Intrado Data Center over a VPN utilizing the customer's Public IP connection.

Please note that the installation services are already included and are based on the following part numbers:

- 950104 – Professional Services (Per Day)
  - 960575 – Living Expenses (Per Day)
  - 960580 – Travel Fee (Per Person)
- 

**7** The Project Survey is intended to identify any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted system. Additional costs may be incurred upon completion of the Project Survey.

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**8** **Comprehensive Project Management**

This is a service offered to partners that do not have a Project Manager assigned to the project, where Intrado's Comprehensive Project Management (CPM) provides a Project Manager that coordinates all project activity.

The CPM provides complete, end-to-end project management support and services that could include on-site support, project documentation, formal reporting, as well as coordination of deliveries both internally as well as with the partner and the end customer.

The CPM level of service includes all services in the basic level plus the following:

- Site survey is reviewed (or initiated and then reviewed) to verify that site and system environment are ready for installation
  - Scope of Work is completed (includes a Project Schedule of key dates)
  - Review system design
  - Site and/or network diagram are completed as required
  - 3rd Party contractors included in the sales order are contacted and managed
  - Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site
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- Comprehensive risk assessment and mitigation planning
  - Overall project coordination
  - Weekly project status meetings are scheduled, led and documented
  - Customer configuration for staging is collected and communicated
  - Equipment staging (if ordered) and shipping is managed"
  - Coordinate on-site delivery
  - Equipment receipt and inventory is validated
  - Intrado resources are scheduled and managed with project implementation and cut-over requirements
  - Maintain all project related communications and documentation
  - Complete Site Book for delivery to end customer at time of handover to service
  - Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services
- 

- 9 **Software Subscription Service** provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado software. Customers may then request the new release or version from Intrado based on applicability of the release to customer's system. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

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- 10 **Software Protection and Remote Technical Support** is a coverage requirement with the purchase and ownership of Intrado CPE system equipment. The coverage requirement is effective after the expiration of the system warranty, but a purchase order for the service, for at least one year duration, is required at the time of any new system purchase.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders.

Once a Software Protection and Remote Technical Support service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services.

a. For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.

b. For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.

If a contract for Software Protection and Remote Technical Support expires without renewal, causing a lapse in coverage, the customer's access to the Support Center will be discontinued and a notification of services termination will be issued. Reinstatement of the lapsed coverage will require the following from the customer:

- a) Payment in full for the lapsed period at the prevailing per-seat rate
  - b) Purchase of a new maintenance agreement (one-year or five-year)
  - c) System Recertification fees in the form of a Class A inspection at \$1,500.00 per day plus related travel and expense charges.
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### Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Intrado will publish periodic software release bulletins to customers which announce important product updates for Intrado software. Customers may then request the new update from Intrado based on applicability of the release to customer's system. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

### Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

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- 11** On-site Support Services are primarily designed to assist with issues that require system expertise in troubleshooting and restoration at the customer's location.

On-site Support Services include travel costs and time and labor related to the service incident. Also included in the service are quarterly on-site preventative and routine maintenance reviews (four per year) of the customer's Intrado system. These maintenance visits can include the installation of routine updates to software. Training, configuration changes, reprogramming and system upgrade labor are not included in this offering, but are available for purchase.

On-Site Support Services options include the designation of a technician dedicated specifically to the customer's deployment(s), or alternately a non-dedicated resource available for use with other customers. Intrado may engage third-party vendors to provide the On-Site Support Services.

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- 12** Hardware Protection Service provides for the replacement of any non-operating Intrado provided hardware component, with the exception of monitors. This offering only provides for the replacement of the hardware item. Installation services and training (if needed) are not included. This service does not cover items where warranty has been voided due to abuse, Force Majeure or other actions.

When the Intrado Technical Support Center concludes that an item is non-operational, a fully functioning new or refurbished unit will be shipped to the customer. This unit will then become the property of the customer and will restore the functionality of the non-working item, but it may not be the exact same model as the original. The shipment of the replacement item will include a pre-printed shipping label used for the return of the nonworking item from the customer.

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- 13** Intrado's fully integrated Text to 9-1-1 solution is incorporated into the Power 9-1-1 display complete with drop down text. Text messages "ring" just like 9-1-1 calls coming in and are routed under the same routing/ACD rules applied by the PSAP. Text sessions can be transferred to any enabled user on the Viper system. All wireless carriers currently enabling text messaging can be reached through this system.

Pricing is based on the number of positions and PSAPs in the quote. The only variable cost is related to connectivity and the network engineering hours needed to configure the connectivity based upon the PSAP's requirements. Connectivity is available via the A9-1-1 ESInet or the PSAP's internet interface, which will be secured by Intrado Life & Safety Solutions Corporation.

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TXT29-1-1 services will be provided in accordance with the applicable Service Guide at <https://www.west.com/legal-privacy/terms/#call-handling>.

PSAP billing will begin upon completion of deployment and text readiness delivery from Intrado to the PSAP. Completion is defined as the PSAP being able to accept text messages.

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

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**14** **Power Metrics**

Intrado retains title to all premise-based equipment and software provided to customer in connection with the Power Metrics service (including RDDMs), which will be removed and returned to Intrado at the conclusion of the service.

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

Power Metrics services will be provided in accordance with the applicable Service Guide at <https://www.west.com/legal-privacy/terms/#call-handling>.

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**Terms**

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**VENDOR NAME**      **Intrado Life & Safety Solutions Corporation**

Include quote number and customer EIN/Tax Identification Number on P.O.

**SUBMIT P.O.**      [ordermanagement.safetyservices@west.com](mailto:ordermanagement.safetyservices@west.com)

**PRICING**            All prices are in USD  
Taxes, if applicable, are extra.  
Handling and Shipping charges are extra unless specified on the quote.

**SHIPPING TERMS**    FCA (Montreal), INCOTERMS 2010

**PAYMENT**            Per Contract

**DELIVERY**            TBD

**VALIDITY**            **Quote expires on July 25, 2020.** However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.

**COPYRIGHT**            The information contained in this document is proprietary to Intrado Life & Safety Solutions Corp and is offered solely for the purpose of evaluation.

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## Revision History

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Revision Level	Proposal Writer	Notes	Date Revised
1	CSTENGEL	Original	October 15, 2017
2	RCRAWFORD	Multiple edits.	July 01, 2019
3	VYOCKEY	V3-Date Refresh	October 14, 2019
4	VYOCKEY	V4-Please include shipping charges in the quote.	January 24, 2020
5	MDESEVE	Removed Refresher Training	January 27, 2020



January 27, 2020

Jessica Jimenez  
NextGen 9-1-1 Program Manager  
WI Department of Military Affairs/Office of Emergency Communications  
2400 Wright Street  
Madison, Wi. 53708

**RE: Letter of Commitment to Federal NextGen 9-1-1 Grant Program funding in State of Wisconsin**

Dear Ms. Jimenez,

I am writing this letter to express my support for the 2019-22 Federal NextGen 9-1-1 Grant reimbursement grant available in the State of Wisconsin.

Bayside Communications Center is a consolidated PSAP that provides emergency dispatch of police, fire and EMS in the North Shore Communities of Bayside, Fox Point, River Hills, Brown Deer, Shorewood, Whitefish Bay, Glendale, as well as serves the North Shore Fire Department.

Timing of this grant is appropriate, as Bayside Communications Center, which consolidated in 2012, is now seeking to replace end of life hardware and call handling equipment to align with NENA NextGen standards. Bayside Communications Center is excited about the opportunity to be on the forefront of NextGen 9-1-1 and interconnect with the statewide ESInet infrastructure the state, for improved interoperability.

As a primary PSAP, Bayside Communications Center's support and commitment will significantly impact Milwaukee County and the communities we serve. We are dedicated to implementing the software and infrastructure necessary in coordination with this grant announcement.

Sincerely,

A handwritten signature in black ink, appearing to read "Samuel D. Dickman", is written over a large, stylized, light-colored scribble or watermark.

Samuel D. Dickman  
Village President



**Village of Bayside**  
**SOLE SOURCE PURCHASE JUSTIFICATION**

Sole source purchasing should be avoided unless it is clearly necessary and justifiable. If a sole source purchase is to be made, the Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. This documentation must be provided and approved before a purchase is made. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the Village's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$500 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$500 to \$1,000 a formal written justification shall be forwarded to the Director of Finance and Administration who will concur with the sole source or recommend reviewing additional competitive sources.
3. Sole source purchase exceeding \$1,000 must be approved by the Department Head, Director of Finance and Administration and the Village Manager.

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1. Provide a detailed explanation of the good or service to be purchased and the vendor.

In 2011, the Communications Center purchased 911 call handling software through Intrado, which is now end of life. We currently own licensing and software through Intrado and have received a quote to upgrade existing equipment through Intrado. As the equipment is specific to Intrado, no other vendor can upgrade.

2. Provide a brief description of the intended application for the service or goods to be purchased.

This software is NG-9-1-1 capable software for call processing and will be capable of text to 911 and with the ability to accommodate a future ESInet Solution.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

Our equipment is an Intrado product which can only be upgraded by this vendor. While there are other vendors, we own licensing an equipment with Intrado that is currently installed in the dispatch center and therefore it is advantageous for us to stay with this vendor. Selecting a new vendor would be costly and would require a complete new install and purchasing of equipment.

4. Describe your efforts to identify other vendors to furnish the product or services.

Intrado products are installed in the dispatch center, and are in need of upgrades. No other vendor has the authority to upgrade Intrado equipment. To select a new vendor would be costly and require a complete uninstall of Intrado and installation of a new vendor product.

5. How did you determine that the sole source vendor's price was reasonable?

Intrado is vendor specific and they are the only company that can support and upgrade our existing equipment. We have been Intrado customers since 2011, and they have supported the dispatch center throughout that time.

6. Which of the following best describes this sole source procurement? Select all that apply.

- Product or vendor is uniquely qualified with capability not found elsewhere.
- Urgency due to public safety, serious financial injury or other. Explain.
- Procurement is of such a specialized nature due to experience, expertise, or proximity
- Lack of acceptable quotes or bids.
- Product compatibility or the standardization of a product.
- Continuation of a phased project.
- Proposal development is uneconomical.

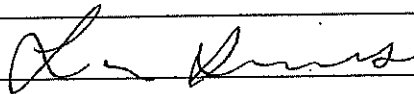
Department: Bayside Public Safety Communications

Preparer: Liane M Scharnott

Vendor Name: Intrado

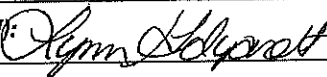
Expected amount of purchase or contract: \$430,000

Department Head Signature:



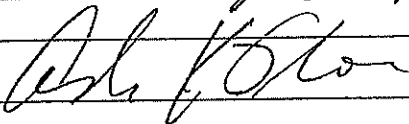
Date: 1/29/2020

Director of Finance and Administration Signature (if required):



Date: 1/29/2020

Village Manager Signature (if required):



Date: 1/29/2020



**Applicant Organization:** Bayside Communications Center

Single Agency Application

**Project Contact Name:** Liane Scharnott

**Project Contact Email:** lscharnott@baysidewi.gov

**Project Contact Phone:** 414-313-4832

**Proposed Beginning and Ending Dates of Project**

March, 2020 TO August, 2020

Month, Year

Total Estimated Project Cost	218,662.59				
Grant Award Amount	131,197.55				
Local Funds (Matching Contribution)		Minimum Match Required	87,465.04		
<b>COSTS - Category</b>	<b>Federal Funds</b>	<b>Local Funds</b>	<b>Comments - Cost Description</b>	<b>Source/Calculation of Funds Estimates</b>	
HW - Hardware	42,746.25		VIPER	Vender A Quote Page 3, Page 4 (Lines 1-12)	
HW - Hardware	41,769.00		Power Stations	Vender A Quote Page 3, Page 4 (Lines 13-18)	
HW - Hardware		5,870.00	Power Metrics Set up Fees and Sentry Monitoring service	Vender A Quote Page 3, Page 5 (Lines 1-3)	
HW - Hardware	1,500.00		VIPER Alarm Monitoring Setup	Vender A Quote Page 3, Page 5 (Line 4)	
HW - Hardware		5,725.00	TXI2911 Set up Fees	Vender A Quote Page 3, Page 5 (Lines 5-6)	
HW - Hardware	5,415.00		Power 911 Hardware	Vender A Quote Page 3, Page 5 (Line 7)	
HW - Hardware		5,200.00	Common Hardware	Vender A Quote Page 3, Page 5 (Lines 8-9)	
HW - Hardware	1,450.00		Network Equipment	Vender A Quote Page 3, Page 5 (Lines 10-11)	
OSR - Other Services		3,750.00	Staging	Vender A Quote Page 3, Page 5 (Lines 12-13)	
OSR - Other Services		3,350.00	Project Survey	Vender A Quote Page 3, Page 6 (Lines 1-3)	
OSR - Other Services	11,850.00		Installation	Vender A Quote Page 3, Page 6 (Lines 4-6)	
TR - Training	5,097.30	5,397.70	cLearning, Refresher and CCS Training	Vender A Quote Page 3, Page 6 (Lines 7-14)	
OSR - Other Services		12,767.06	Project Management Services	Vender A Quote Page 3, Page 6 (Line 15)	
OSR - Other Services		1,319.28	Freight Charges	Vender A Quote Page 3, Page 6 (Line 16)	
OSR - Other Services		2,736.00	3rd Party Solutions - Touch Screen Monitors	Vender A Quote Page 3, Page 7 (Line 1)	
OSR - Other Services	22,820.00		Power Metrics Services	Vender A Quote Page 3, Page 8 (Lines 1-14)	
OSR - Other Services		39,900.00	TXI2911 Fees	Vender A Quote Page 3, Page 7 (Lines 2-15)	
<b>GRAND TOTAL</b>	<b>131,197.55</b>	<b>87,465.04</b>			

## Communications Center January 2020 Report

### Highlights/Accomplishments:

- BCC will participate in a joint North Shore Active Shooter training in March 2020.
- Bayside Communications Center is honored to be nominated for the CIVMIC Gold Standard Award. Director Scharnott will be receiving the award at the Chiefs' Conference on Feb 11, 2020.
- Supervisor Reed is working on a 911 education program curriculum to be used at Stormonth School in May for Safety Week. The program will review the basics of 911.
- Call of the month was a welfare check at Pick N Save in Brown Deer- Caller reported a possibly intoxicated subject came into Pick N Save with her two children, purchased alcohol and was stumbling back to her vehicle. Contact was made with the female subject who was taken into custody.

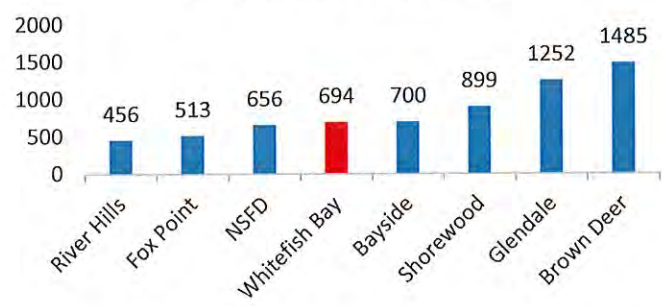
Metric	Measurement	Actual
Dispatch Time	Time to Dispatch Vehicle	27 seconds
Dispatch Call Review	Call Reviews	89%
Department Accreditation	Departments	100%

Call Type	Month	2019 YTD	2018 YTD	YTD Change
911	1,984	1,984	1,947	+1.9%
Non-Emergency	6,209	6,209	6,539	-5.0%
Outbound	1,792	1,792	1,769	+1.3%
Total	8,193	8,193	8,486	+3.5%

### Top 5 Response Types:

1. Traffic Stop
2. Vacation/Business Check
3. 911 hang up
4. Suspicious Activity
5. Advanced Life Support

### Responses by Agency



### Priorities for Next Month:

- BCC submitted a NG911 grant and are eagerly awaiting the announcement of funding in Milwaukee County.
- 911 Special Committee will be meeting at Oak Creek on February 18, to review Rapid SOS for dispatch call processing.
- IT Staff are working toward the 2020 Pro Phoenix software migration.



Dispatcher  
Tyler Glaser

STATE OF WISCONSIN  
MILWAUKEE AND OZAUKEE COUNTIES  
VILLAGE OF BAYSIDE

ORDINANCE NO: 20- \_\_\_\_\_

**An Ordinance to Re-Number Section 35-4 of the Municipal Code and to Create a  
New Section 35-4 Adopting Milwaukee County Regulations Applicable to County Parks**

The Village Board of the Village of Bayside, Milwaukee and Ozaukee Counties, Wisconsin does ordain as follows:

Section One: Section 35-4 of the Municipal Code is hereby re-designated as Section 35-5.

Section Two: Section 35-4 is re-created to read as follows:

Sec. 35-4. – Milwaukee County Regulations for Public Parks Adopted.

Chapter 47 of the Milwaukee County Code of General Ordinances, exclusive of any provisions therein relating to the penalties to be imposed for the punishment for violations of that Chapter, is herewith adopted by reference and made part of this Chapter as more fully set forth herein. The Sections and subsections of Chapter 47 of the Milwaukee County Code of General Ordinances are herewith adopted as Sections and subsections of this Chapter of the Bayside Municipal Code. Any act required to be performed or prohibited by Chapter 47 of the Milwaukee County Code of General Ordinances is incorporated herein by reference and is required or prohibited by this Code.

Section Three: Severability: In the event that any provision of this Ordinance is for any reason held to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, such portions of this Ordinance shall be deemed separate, distinct and independent provisions of the Ordinance and all remaining portions of this Ordinance shall remain in full force and effect.

Section Four: All ordinances or parts of ordinances conflicting with the provisions of this ordinance are hereby to such extent repealed.

Section Five: This ordinance shall take effect and be in force after its passage and posting pursuant to law.

PASSED AND ADOPTED by the Village Board of Trustees of the Village of Bayside this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

VILLAGE OF BAYSIDE

\_\_\_\_\_  
Samuel D. Dickman, Village President

\_\_\_\_\_  
Lynn A. Galyardt, Director of Finance and  
Administration/Village Clerk

## Police Department January 2020 Report

### Highlights / Accomplishments

- Highpoints – SMART Goals and performance appraisals for all police officers and staff were completed; 3 police officers were assigned to their sectors as they rotated off of the midnight shift, preparation continued for the transition to Municipal Court in Glendale; the police annual report was completed; stale warrants were purged; the uniform virtual store has been “stocked”; a police officer was selected to enhance the Department’s Facebook page; grant were closed and applications for new grants were written; FY2019 expenditures and payables were reviewed.
- Police Training – Chief attended a three-day law and best practices update; preparatory training continued for the DNC security effort; CVMIC presented its 2020 training catalog; Officers attended advanced drug detection, thermal imaging, arrest tactics, fraud prevention, elder crime update, use of radar, and safe practices.
- Community Interaction – Police Officers helped with the Scouts’ Pinewood derby, assisted two residents with crime prevention advice, and proved extra security to Bayside Middle School at their request.
- By the Numbers – Police Officers drove 9,931 patrol miles for an average of 53 miles per officer per shift; activity was up slightly in most areas (below). In 2019 the Department issued 120 warnings, 88 citations and dedicated 176 hours to reimbursable traffic enforcement grants (not included in normal statistics).



*Officer Chris Janssen (L) and Lt. Corry Fuller (R) and 2 firefighters congratulate the Scouts at the Pinewood Derby*

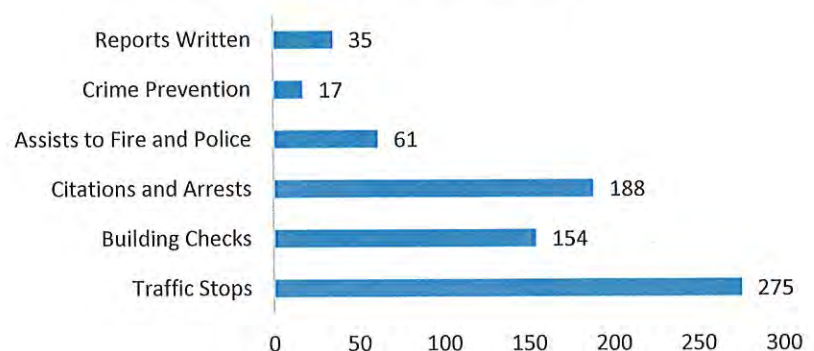
### myBlue

- There have been 11 “instant winners” and 4 grand prize winners in the Police Trading Card contest;
- Plans for a Spring Trading Card Program are being made
- Two residents contacted Sector Officers for vacation checks and advice on neighbor trouble
- Neighbors watching a Fire Department response quickly identified their Sector Officer at the scene and began a dialogue, other casual conversations are increasing

### Month Ahead

- Active Shooter practical training for NS police departments
- Constructing the 2019 Annual Police Report
- Security training for SANC and Friendship Circle
- Preparing for Drug Take Back Day
- Exploring the “doorbell camera network” idea

### Top Five Activities and Traffic Enforcement



VA 39

Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin

[Agency Name]

This Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of [redacted], 2020, (the "Effective Date") by and between the City of Milwaukee, Wisconsin ("City") and the [redacted] (the "Agency") for the provision of law enforcement services to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention delegates, dignitaries, media and the general public.

**1. Definitions.**

"Agreement" means this Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

"Agency" is defined in the introductory paragraph of this Agreement.

"Agency Commanding Officer" means the member of Agency Personnel designated by Agency to receive assignments from the City MPD Commanding Officer, to coordinate Agency Personnel in such a manner as to carry out those assignments, and to receive and respond to such administrative requests as City MPD deem necessary to fulfill the requirements of the Security Plan and fulfill the requirements of the federal security grant under which Agency will serve as a subrecipient. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

"Agency Personnel" means all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency's obligations under this Agreement. "Agency Personnel" includes, but is not limited to, Agency's LEOs.

"Agency Emergency Event" means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency's jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

"City" is defined in the introductory paragraph of this Agreement. "City" includes City MPD.

"City MPD" means the City of Milwaukee Police Department, a department of the City.

“City MPD Commanding Officer” means any of the following City MPD chain of command: Chief of Police Alfonso Morales, Asst. Chief Michael Brunson, or their designees. The City may amend this list of individuals at any time by providing notice to the Agency In Writing.

“City MPD Policies” means City MPD’s Code of Conduct and standard operating procedures, along with those state and local laws regulating police services in the State of Wisconsin and the City of Milwaukee, as may be amended from time to time. City MPD’s Code of Conduct and standard operating procedures are available online at <https://city.milwaukee.gov/Directory/police/About-MPD/Code-of-Conduct.htm#.XMhwordKiUk>.

“Convention” means the 2020 Democratic National Convention scheduled to take place from July 13 to 16, 2020, for which the City has been selected as the host city.

“Convention Facilities” means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s law enforcement services are required to supplement the City’s law enforcement services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately July 10, 2020 through July 20, 2020.

“DNC” means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Host Committee” means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

“In Writing” means a written document signed by the City MPD Commanding Officer(s) utilizing forms attached hereto as Exhibit D. PDF signatures are acceptable. E-mail authorizations are “In Writing” only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not “In Writing” and should not be used for official purposes.

“LEO” means a law enforcement officer employed by the Agency who is licensed or certified as a law enforcement officer according to the state and local laws of the Agency.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan. “Metropolitan Area” may include locations outside of what is traditionally thought of as metropolitan Milwaukee.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

“USDHS” means the United States Department of Homeland Security.

“USSS” means the United States Secret Service.

## **2. Authority.**

2.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel. Wisconsin Statutes § 66.0303 allows a Wisconsin law enforcement agency to enter into a mutual aid agreement with a law enforcement agency of another state subject to certain statutory limitations, including the approval of the Attorney General of the State of Wisconsin. If Agency is located in a state other than Wisconsin, Agency Personnel may not act with any arrest or other police authority in Wisconsin, pursuant to Wis. Stat. 175.46.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party's governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

## **3. Background.**

3.1. The City has been designated as the host city of the Convention by the DNC, to be held July 13 to 16, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been classified by the federal government as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MPD, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency provides law enforcement services to the [REDACTED], Wisconsin, under the police powers and law enforcement authority granted under applicable state law.

Commented [MS1]: Agency's normal home jurisdiction

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MPD Commanding Officer.

#### 4. Organizational Structure.

4.1. Unified Law Enforcement Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City MPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MPD is the Lead Local Law Enforcement Agency. City MPD is the lead local law enforcement agency for purposes of Convention security and law enforcement. City MPD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MPD as necessary, or upon request of Agency.

4.3. City MPD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MPD Policies. City MPD will identify the



relevant City MPD Policies within the training materials City MPD will provide to Agency on or before April 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel, and shall train Agency Personnel on those City MPD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MPD Policies, Agency will instruct its Agency Personnel to follow City MPD Policies with respect to the services provided by Agency hereunder.

## **5. Agency Responsibilities.**

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MPD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MPD, and in conformance with the deadlines specified by City MPD. City MPD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MPD will need to accommodate the schedules of many different agencies.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to assignments in which Agency Personnel are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency Personnel shall be determined solely by City MPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by City MPD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MPD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of City MPD Commanding Officer and the requirements of the Security Plan shall control. Any refusal to accept an assignment may result in Agency not being reimbursed for personnel costs under Section 7 of this Agreement.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MPD Commanding Officer, Agency Personnel shall be placed in an "on duty" status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MPD presently expects to provide a tactical operating and briefing manual to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MPD, the City Comptroller, and the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency's performance under this Agreement or any matter in which Agency Personnel is identified by City MPD as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank.]

5.7. Agency Personnel Names to be Sent to City MPD. Agency will provide to City MPD a list of all Agency Personnel that Agency intends to provide under this Agreement by March 1, 2020. The list shall be provided in the following format attached as Exhibit A. An electronic version of this spreadsheet will be made available upon request.

5.8. LEO Criteria. Each of the LEOs provided by Agency shall meet the following criteria:

5.8.1. Each LEO must be duly licensed or certified as a law enforcement officer or equivalent by the State of Wisconsin or by the authority of the state in which the Agency is located. Statutory certification requirements for Agency LEOs shall be forwarded to the City MPD with the list of all Agency Personnel required by Section 5.7.

5.8.2. Each LEO, by reason of experience, training and physical fitness must be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

5.8.3. Each LEO participating in crowd control or management assignments as part of the Major Incident Response Team, as determined by City MPD, must have completed Mobile Field Force training or its equivalent and will complete other training as required by City MPD or USSS based upon the LEO's Convention assignment.

5.8.4. Each LEO must have been employed as a licensed or certified police officer for a minimum of two years by the Agency.

5.8.5. Each LEO must be an officer in good standing with the Agency. The Agency shall promptly notify the City MPD in the event that any LEO is no

longer an officer in good standing with the Agency and the Agency shall remove that LEO from the list of Agency Personnel.

5.8.6. No LEO may have (i) been sued in an individual capacity in the last three years and adjudicated as liable for violations of the first amendment of the U.S. Constitution, or (ii) have any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

5.9. Agency Personnel Equipment.

5.9.1. Each LEO shall be equipped by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon, radio, a device that contains oleoresin of capsicum, an electronic control device, and a personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Convention Facilities any other chemical or other non-lethal munitions except as provided by City MPD unless authorized by City MPD.

5.9.2. A complete, sanctioned, equipment list will be provided to Agency as part of the preparatory materials provided by City MPD no later than April 1, 2020. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MPD in writing no later than June 1, 2020, and (b) City MPD consents In Writing to the use of the requested additional equipment.

5.9.3. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.10. City MPD Can Decline Agency Personnel. At any time during the term of this Agreement, City MPD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MPD declines assignment or deployment of Agency Personnel due to no fault of Agency or Agency Personnel, City MPD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7 of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may

recall its Agency Personnel in accordance with the termination procedures set forth in Section 14 of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MPD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

**6. City Responsibilities.** In addition to its lead local law enforcement responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel as determined necessary by City MPD and USSS. Training will include the provision of preparatory materials and training according to the schedule described in Section 4.3.

6.2. Transportation and Food. Agency Personnel will commute to and from the City on the days they are assigned to provide services for the Convention. The commute will be to a location designated by the City MPD Commanding Officer based upon Agency Personnel's assignment each day. City will provide food for Agency Personnel while on duty. City MPD will provide food location assignments to Agency Personnel prior to the Convention Security Period. City will not provide lodging to Agency Personnel due to Agency's proximity to the Metropolitan Area.

6.3. Procuring Insurance. City is in the process of procuring a law enforcement liability insurance policy to cover certain liabilities of the Parties associated with the Convention. Said insurance policy will include coverage for the Agency and the Agency Personnel supplied to City for the purpose of fulfilling Agency's obligations under this Agreement for the Convention. Certificates of insurance shall be provided to Agency prior to the Convention Security Period. In the event that the policy cannot be procured before the Convention Security Period, City will notify Agency in writing.

**7. Payment Terms.**

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Upon the City receiving the federal grant described in Section 7.4, below, Exhibit B may be updated to match the then-current federal regulations for the federal grant. The City expects to be awarded the federal grant in early 2020. Any costs

incurred by Agency prior to receiving pre-approval pursuant to subsection (1) of this Section 7.1, are incurred at Agency's own risk.

7.1.1. *Payment for Agency Personnel Time.* Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training for each Agency Personnel whose services are actually utilized (including "on duty status" set forth in Section 5.4, or an auxiliary status) by the City MPD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel are considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MPD Commanding Officer or designee and the time that they check out with a City MPD Commanding Officer or designee at the end of their shift. Agency Personnel are also considered to be working when they are being transported to the Convention Facility to which they are assigned before and after their shift in a vehicle authorized by City MPD. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the meeting place for City MPD transportation of Agency Personnel to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Security Period assignment unless pre-approved In Writing.

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least two months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MPD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, City may withhold a reasonable amount of any due payment until corrective

action has been taken or completed. City may withhold payment for any Agency Personnel refusing to perform the work assigned by City MPD pursuant to Section 5.3 of this Agreement. This right is in addition to and not in lieu of the City's right of termination.

7.3. Failure of City to Obtain Security Grant. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City's security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity.

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a subrecipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be made available to Agency upon request after the grant is actually awarded. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

## **8. Law Enforcement Procedures.**

8.1. No Police Authority. Unless Agency is from a municipality located in the State of Wisconsin, Agency Personnel may not act with the arrest or other police authority of a law enforcement officer of any Wisconsin law enforcement agency pursuant to Wis. Stat. 175.46. Except as provided in this Section 8.1, the services to be provided by Agency Personnel shall be limited to security detail in accordance with the procedures and assignments that shall be provided by City MPD.

8.2. Activities. Law enforcement methods employed by the LEOs shall conform to the lawful commands of the City MPD Commanding Officer or his/her designee, City MPD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

**9. Term.** The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials.

**10. Consideration.** Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MPD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

**11. Independent Contractor.**

11.1. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between the City and Agency, if required by Section 13.3 of this Agreement.

11.2. Payment of Wages and Benefits for Agency Personnel. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City shall reimburse Agency for those expenses to the extent required by state law.

11.3. Discipline / Probable Cause Matters. City shall refer disciplinary matters involving Agency Personnel to Agency. Based on the judgment of City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Milwaukee Police Department or an external law enforcement agency, as appropriate, for investigation with appropriate notice to Agency.

## 12. Liability.

12.1. Indemnification. The City shall indemnify Agency and Agency Personnel for liability to third parties incurred while Agency Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

## 13. Records.

13.1. Agency to Comply. Agency shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

13.2. Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5, below, prior to disclosure. For purposes of this Paragraph, the term "record" shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the



federal grant described in Section 7.4 of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4 should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

13.6. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration of the records retention period described in Section 13.4, above.

#### **14. Early Termination.**

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may withhold payment of costs for any particular Agency Personnel if that Agency Personnel receives training from City MPD and fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency or Agency Personnel fails to cure such default within seven calendar days after the City or City MPD provides Agency with notice of such failure.

##### 14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to March 1, 2020, upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement after March 1, 2020, only upon the occurrence of an Agency Emergency Event. If Agency terminates prior to the Convention Security Period, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement. If Agency terminates during the Convention Security Period, City shall pay to Agency only those costs, funds, or other payments for work performed by Agency prior to the moment of termination.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsec. 14.2.2 if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 7 calendar days after the Agency provides City with notice of such failure.

14.3. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

**15. Governing Law.** This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

**16. Notices.** All notices required under this Agreement shall be provided to:

To the City: Alfonso Morales  
Chief of Police  
749 West State Street  
Milwaukee, WI 53233  
*MPDChief@milwaukee.gov*  
Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to:

Deputy City Attorney Mary Schanning  
City Hall, Room 800  
200 East Wells Street

Milwaukee, WI 53202  
mschan@milwaukee.gov

and

Nicholas DeSiato  
Chief of Staff  
Milwaukee Police Department  
749 West State Street  
Milwaukee, WI 53233  
nidesi@milwaukee.gov

To Agency: [Agency to populate]

**17. Additional Provisions.**

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

17.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

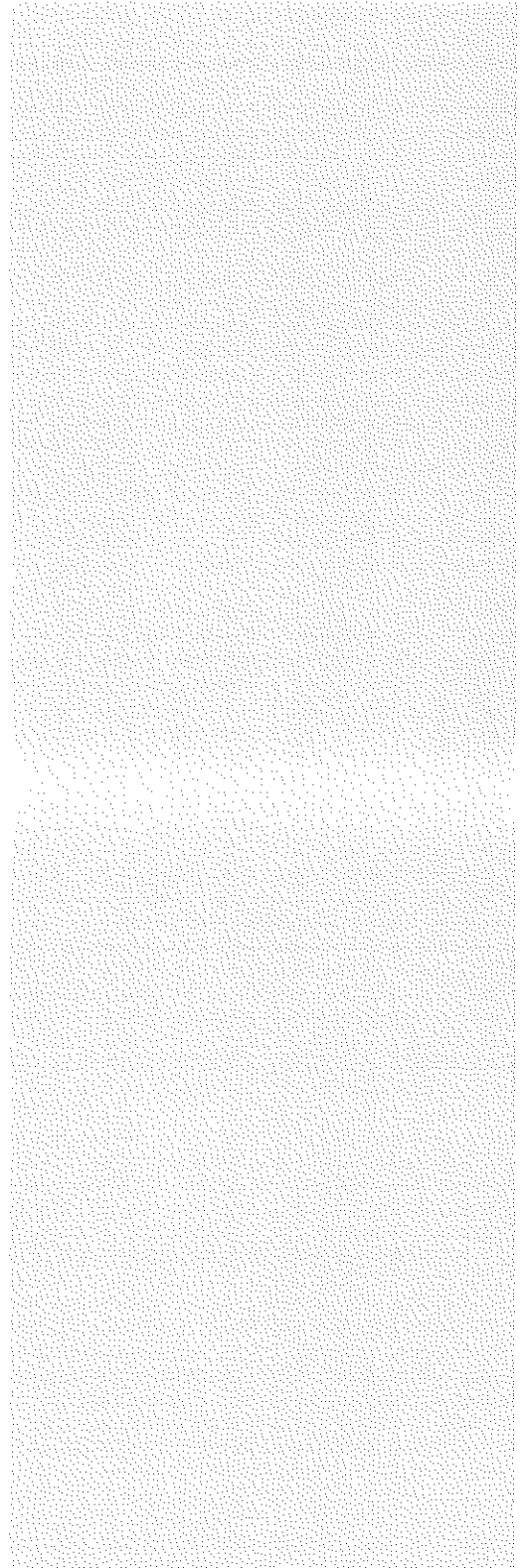
17.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or

compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

***SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)***



The Parties have executed this Agreement as on the dates set forth below.

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Alfonso Morales, Chief of Police  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Martin Matson, City Comptroller  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

Authorizing Resolution: 191193

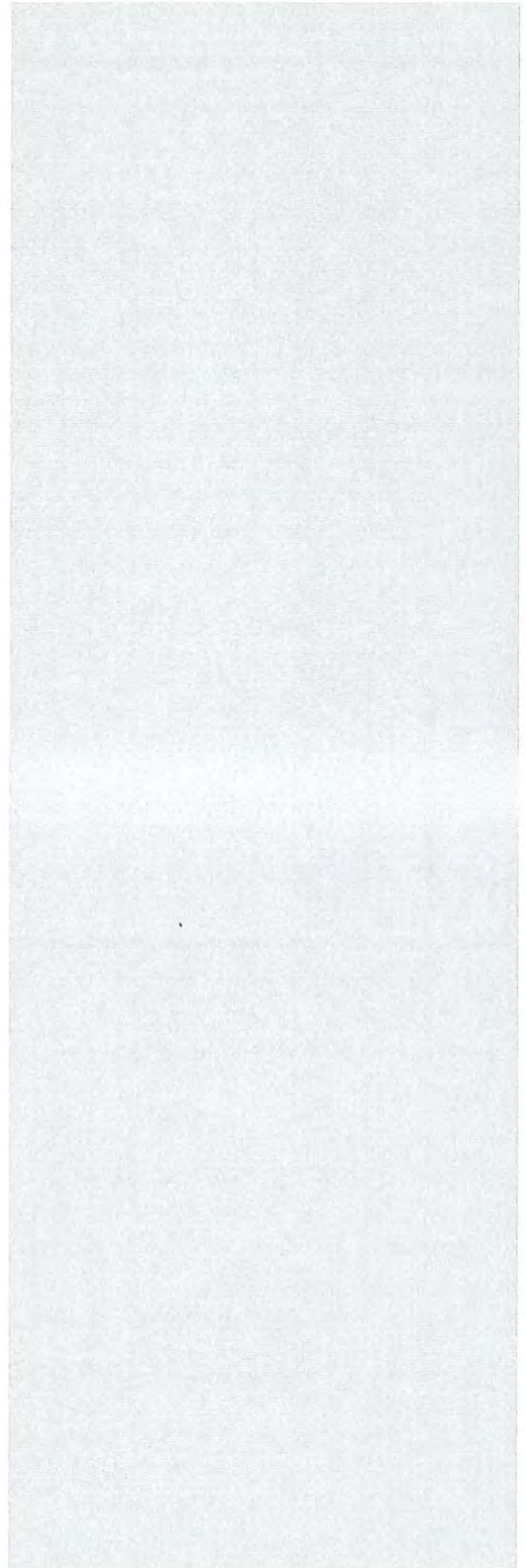
Approved as to Form and Execution:

\_\_\_\_\_  
Office of the City Attorney  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**[AGENCY NAME]**

By: \_\_\_\_\_  
**[Name and Title]**  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

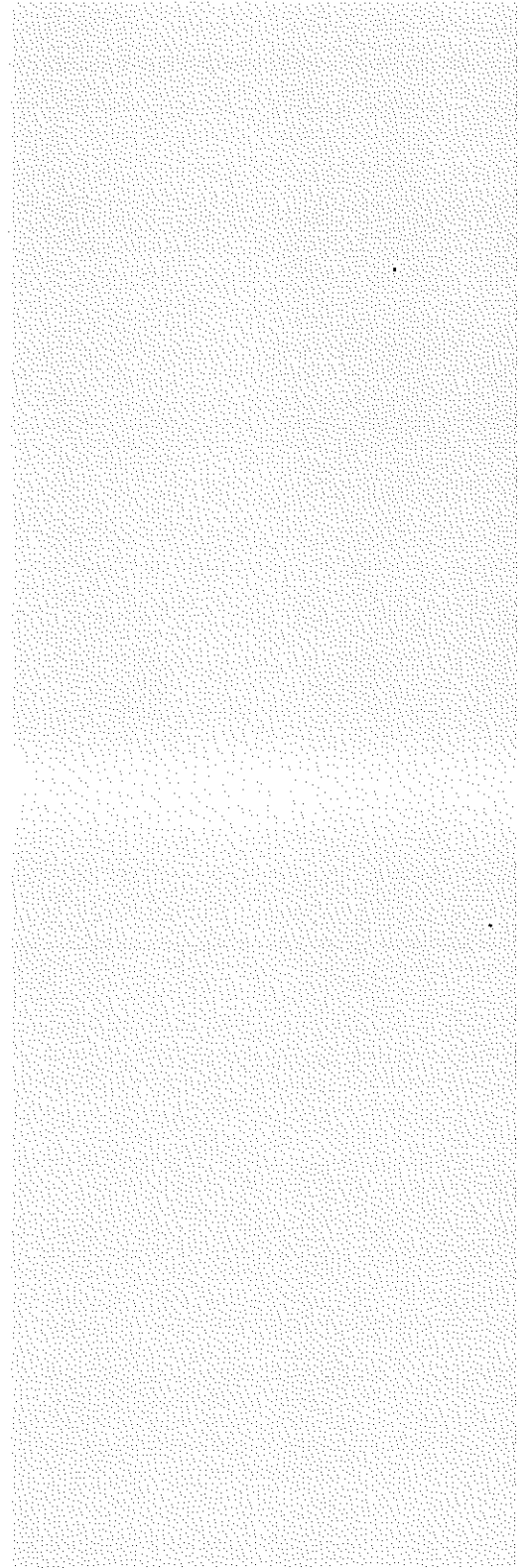
By: \_\_\_\_\_  
**[Name and Title]**  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.





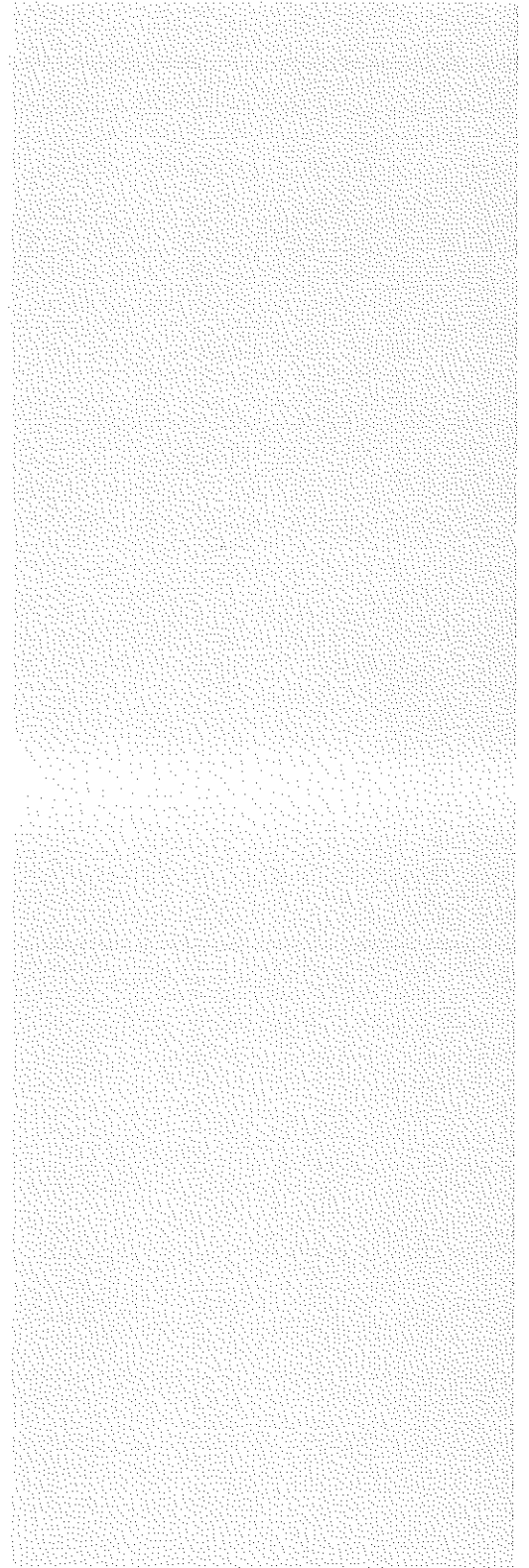
**Exhibit B**

(Electronic version available from Captain Derrick Harris, [dharris@milwaukee.gov](mailto:dharris@milwaukee.gov))



**Exhibit C**

(Electronic version available from Captain Derrick Harris, [dharris@milwaukee.gov](mailto:dharris@milwaukee.gov))





**Exhibit D**

**Additional Expenditure Authorization Form - "In Writing"**

Directions for Use of This Form: Use this form to obtain approval for additional expenditures "In Writing," pursuant to your Agency's Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin "Agreement." Please note that your agency will not be reimbursed for any expenditures that were not expressly agreed to in the expense estimate provided pursuant to Section 7.1.2 of the Agreement unless you have both (1) obtained a valid signature on this form before making the expenditure, and (2) provide the City with the supporting documentation necessary for reimbursement described in Exhibit B of the Agreement.

<b>Agency Information</b>	
Agency:	
Agency Personnel Completing Form:	
Date:	
<b>Additional Expenditure Information</b>	
Expenditure Requested:	
Reimbursable Cost:	
Vendor:	
Description/Purpose:	
Additional Memo (optional):	
<b>City of Milwaukee Commanding Officer Approval Information</b>	
Name:	
Rank:	
Date:	
Signature:	
Memo (optional):	



## North Shore Library January 2020

### Activity by the Numbers

- 9,773 Residents visited the North Shore Library
- 18,060 Physical Items checked out
- 3,797 E-items checked out by NSL residents
- 59 New Library Cards Issued
- 30 days North Shore Library was open
- 2,408 WIFI Sessions
- 1,221 Public Computer Sessions
- 3,334 Website Visits
- 52 Community Room uses
- 114 Study Room uses

### Classes

- 25 Children's Classes with 475 Participants
- 17 Adult Classes with 151 Participants

### Highlights/Accomplishments

- The Adult Services team attended the annual online Wisconsin Winter Web Conference participating in sessions on Programming with Purpose, Social Media Marketing, Reader's Advisory and Managing Multi-generational Library Staff.
- The Adult Services staff hired and began onboarding a new part-time Adult Reference Librarian.
- Youth Services introduced a new STEAM Storytime. STEAM Storytime's goal is to teach age-appropriate science, technology, engineering, art and math through literacy using the library's resources.
- Read Play Grow, our story time for children under 23 months and their caregivers continued to grow with 118 people attending in January. That is a 72% increase over the previous two years' numbers in January. Read Play Grow encourages caregivers and their young children to sing, play, listen to stories and begin to socialize with their peers, all important parts of early reading development.
- Youth Services Staff began a new early literacy program, "Music and Movement", an hour long music and dance exploration program for families with children under 5 years old. Music and Movement is held in the evening to accommodate working families and those caregivers who cannot get to the library during the day. The goal is to provide an early literacy program focusing on music, because according to a 2016 study at the University of Southern California's Brain and Creativity Institute, musical experiences in childhood can actually accelerate brain development, specifically in the areas of language acquisition and reading skills.



*Library Makers - Creating a Marble Run*