



Village of Bayside  
9075 N Regent Road  
Board of Trustees Meeting  
September 26, 2019  
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, August 15, 2019.
2. Summary of Claims for August 3, 2019 through September 13, 2019 in the amount of \$320,775.71.
3. Application for issuance of operator's license request for Romesh Jayasundara, Otto's Bayside, Owen Schultz, Otto's Bayside, Brian Mitchell, Otto's Bayside, Sean Cramer, Otto's Bayside, and John Korinek, Los Paisa, which have been approved by the Police Department.

**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.

- A. 1.** Introduction of Joe Dobrowits, Boy Scout Troop 398 Assistant Scout Master and Merit Badge Councilor and members of the Boy Scout Troop 398.

**V. BUSINESS AGENDA**

**A. COMMITTEE AND COMMISSION REPORTS**

**1. Public Safety Committee**

- a. Discussion/action on the August 2019 Police Department Report.
- b. Discussion/action on the August 2019 Communication Center Report.
- c. Discussion/action on Ordinance 19-\_\_\_\_\_, an Ordinance to repeal and recreate section 26-1 of the Municipal Code with regard to regulation of smoking and electronic smoking devices.
- d. Discussion/action on Ordinance 19-\_\_\_\_\_, an Ordinance to repeal and re-create Section 35-123 of the Municipal Code with regard to residence and presence restrictions for sex offenders.

**2. Public Works Committee**

- a. Discussion/action on the August 2019 Department of Public Works Report.
- b. Discussion/action on Milwaukee Metropolitan Sewerage District Green Infrastructure Funding Agreement for Tennyson Drive Bioretention Facilities.
- c. Discussion/action on Milwaukee Metropolitan Sewage District Green Infrastructure – Bayside Village Hall Dry Basin Expansion Change Order #1.
- d. Discussion/action on Public Tree Inventory and Emerald Ash Borer Management Plan Implementation.
- e. Discussion/update on 2019 Capital Projects.

**3. Finance and Administration Committee**

- a. Discussion/action on the August 2019 Administrative Services Report.
- b. Discussion/action on the August 2019 Financial Statement and Investment Report.
- c. Discussion/action on Resolution 19-\_\_\_\_, a Resolution authorizing the Village of Bayside to file the Federal Railroad Administration Quiet Zone Affirmation Letter.
- d. Discussion/Recommendation on Resolution 19-\_\_\_\_, a Resolution authorizing the Village of Bayside to request permanent locations of Milwaukee County Transit System bus stop locations within the Village of Bayside.
- e. Discussion/action on Resolution 19-\_\_\_\_, a Resolution amending Resolution 19-18 revising the fee schedule as referenced by the Village of Bayside Municipal Code.
- f. Discussion/action on Resolution 19-\_\_\_\_, a Resolution authorizing the partial redemption of special assessment B Bonds, Series 2013A, dated May 16, 2013 and special assessment B Bonds, Series 2015A dated May 7, 2015.
- g. Discussion/action on contract for Community Planning Services.
- h. Discussion/action on agreement for Assessment Services.
- i. Discussion/action on amendment to the engagement letter for Auditing Services.
- j. Discussion/action on Ordinance 19-\_\_\_\_, an Ordinance to Repeal and Recreate Section 104-153 of the Municipal Code with Regard to Maintenance and Repair of Property.

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 August 2019 Library Report.
9. **Community Event Committee**
  - a. Discussion/Update on 2019 Bayside 5k and annual Village Picnic.
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. 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, (Municipal Court Intergovernmental Agreement) and (Library Services Agreement).

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

- A. Action on items in closed session.
  1. Discussion/action on ordinance to abolish Village of Bayside Municipal Court and office of Village of Bayside Municipal Judge effective April 30, 2020.
  2. Discussion/Action on ordinance to join the North Shore Municipal Court effective May 1, 2020.
  3. Discussion/action on Intergovernmental Agreement to provide for Village of Bayside Municipal Court administrative services January 1, 2020 to April 30, 2020 and to set forth the rights and responsibilities of the participating municipalities in the North Shore Municipal Court effective May 1, 2020.

4. Discussion/action on termination/modification of Memorandum of Understanding with the Village of River Hills regarding administration of the Village of Bayside Municipal Court effective January 1, 2020.

### **XIII. 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  
September 26, 2019  
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, August 15, 2019.**
- 2. Summary of Claims for August 3, 2019 through September 13, 2019 in the amount of \$320,775.71.**
- 3. Application for issuance of operator's license request for Romesh Jayasundara, Otto's Bayside, Owen Schultz, Otto's Bayside, Brian Mitchell, Otto's Bayside, Sean Cramer, Otto's Bayside, and John Korinek, Los Paisa, which have been approved by the Police Department.**
- 4.**

**Approval is recommended.**

**IV. CITIZENS AND DELEGATIONS**

- A. 1. Introduction of Joe Dobrowits, Boy Scout Troop 398 Assistant Scout Master and Merit Badge Councilor and members of the Boy Scout Troop 398.**

**V. BUSINESS AGENDA**

**A. COMMITTEE AND COMMISSION REPORTS**

**1. Public Safety Committee**

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

Included in the packet is the August 2019 Police Department report. Of significant note, the inaugural myBlue Night Out was held at Village Hall in recognition of Bayside's new myBlue program and National Night Out. Squad painting, both at myBlue Night Out and the Village Picnic, was a hit. In addition, Officer James Dills is now completing his final phase of training. Upon completion, the Department will be at full staffing levels. **Approval is recommended.**

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

Included in the packet is the August 2019 Communications Center report. Of significant note, the Communications Center recently completed its accreditation process with an onsite evaluation by WILEAG. Formal recognition of the Communications Center successful completion of this designation will be forthcoming. Bayside is the first center in the State to receive such a designation. **Approval is recommended.**

- c. **Discussion/action on Ordinance 19-\_\_\_\_\_, an Ordinance to repeal and recreate section 26-1 of the Municipal Code with regard to regulation of smoking and electronic smoking devices.**

The proposed Ordinance, as recommended by the North Shore Health Department, expands the prohibition of smoking in buildings to include e-cigarettes. Currently, the Village prohibits cigarette smoking in buildings through the State's Clean Indoor Air Law. This law does not currently apply to e-cigarettes. The Village does not currently have any specific ordinances for electronic cigarettes. There are a number of municipalities in Milwaukee County and in the State expanding the definition of smoking to include e-cigarettes, which would then prohibit e-cigarettes in buildings. Currently in Milwaukee County, the following municipalities prohibit e-cigarettes in buildings: Milwaukee, Greenfield, Hales Corners, Oak Creek, Franklin, and Shorewood. Wauwatosa does not allow electronic cigarettes in their municipal buildings. Approval is recommended.

- d. **Discussion/action on Ordinance 19-\_\_\_\_\_, an Ordinance to repeal and re-create Section 35-123 of the Municipal Code with regard to residence and presence restrictions for sex offenders.**

Section 35-123 (d), original domicile residency section, of the Village Code is proposed to be updated to reflect recent changes and current case law within the State of Wisconsin. Approval is recommended.

## **2. Public Works Committee**

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

Included in the packet is the August 2019 monthly Public Works Department report. Of significant note, stump grinding and landscape restoration from the 2019 tree removal has been completed, work is progressing on the 2019 capital projects, crews made preparations for the MillerCoors Fish Creek ravine restoration, and the number of on-demand yard waste requests tripled in its second collection this past August. Approval is recommended.

- b. **Discussion/action on Milwaukee Metropolitan Sewerage District Green Infrastructure Funding Agreement for Tennyson Drive Bioretention Facilities.**

Included in the packet is an agreement with the Milwaukee Metropolitan Sewage District to provide funding for the bio-retention facilities being constructed on Tennyson Drive, both on public and private property. The license agreements for the project were executed with three private property owners at the last Village Board meeting and construction is currently in progress and nearing completion. This Green Infrastructure Funding Agreement along with monies from the grant provided by the Fund for Lake Michigan will cover the costs of the stormwater improvements on both Tennyson and Meadowlark and provide a prototype for future ditch and culvert stormwater management within the Village. The bio-retention facilities constructed on Tennyson, at minimum, can collect 19,550 gallons of water and alleviate nuisance flooding that has plagued the area for years. Based on the construction to date, we anticipate the collection of approximately 40,000 gallons of water. Under the grant, the District will reimburse Green Infrastructure installation costs up to \$26,433 or 50% of Green Infrastructure installation costs, whichever is less. Approval is recommended.

- c. **Discussion/action on Milwaukee Metropolitan Sewage District Green Infrastructure - Bayside Village Hall Dry Basin Expansion Change Order #1.**

The amended agreement included in the packet increases the Village's grant funding amount from \$43,386 to \$93,728, an increase of \$50,342 for the construction of the dry basin expansion north of Village Hall. Monies are provided through the MMSD Green Infrastructure program. **Approval is recommended.**

**d. Discussion/action on Public Tree Inventory and Emerald Ash Borer Management Plan implementation.**

The Village contracted with Wachtel Tree Sciences earlier this year to update the public tree inventory and tree condition assessment report. Village owned trees are designated into two categories, Street trees and Park/Open Space trees. The inventory does not include any trees on private property. Wachtel's inventory provides a condition report which is then used as a work plan for the Village to remove the worst rated trees according to the certified arborist.

A total of 4,348 street trees and 334 park/open space trees were inventoried. The total value of Village owned trees is \$996,465.48. The Village has been working to mitigate the impacts of Emerald Ash Borer since 2009, with the Wisconsin DNR indicating that the disease will peak in Bayside in 2019 and 2020. Over the past 10 years, the Village has removed nearly 500 diseased or dead trees while at the same time planting over 1000 trees. This includes removing 150 trees and planting 120 trees in 2019.

Despite extensive forestry management efforts in recent years, the Village's tree population continues to worsen, primarily due to the Emerald Ash Borer. The tree inventory resulted in the recommendation of immediate removal of additional 317 street trees and 9 park trees as well as placed 748 street trees and 50 park trees on a watch list. Ash trees become brittle from the Ash Borer and can become a public safety hazard. Public Works is currently prioritizing the list of removals for its work plan over the winter. In the coming weeks, DPW staff will begin placing yellow ribbons on trees scheduled for removal over the winter. Letters to impacted residents will be sent at the same time along with information on the adopt-a-tree program.

It's important to note that the inventory and above numbers do not include private property trees. It is estimated that there are as many as 7,000 ash trees in the Village on private property that will eventually require removal. **Informational only, no action is required.**

**e. Discussion/update on 2019 Capital Projects.**

**Sanitary sewer rehabilitation project**

The project is now complete.

**Road construction and stormwater management project**

Ditching and culvert work has been completed on Meadowlark, and work on Tennyson continues. DPW crews have completed constructing the three primary bioretention facilities on private property as well as along the right-of-way on both sides of Tennyson. Overall, nearly 650 cubic yards of fill were removed for the creation of the bioretention facilities. During excavation, DPW did find a failed underground stormwater conveyance system on Tennyson. Portions of the underground system north towards Manor Circle on Tennyson were removed or abandoned while the portion of the system towards Hermitage was refurbished. Landscape restoration has begun with paving scheduled to begin September 25.

**BayPoint/Hermitage Lift Station Upgrades**

This project involves the replacement of both the Bay Point and Hermitage lift stations as approved by the Village Board. Engineering continues with detailed plans being developed, and siting of location for

the upgraded facilities on-going. The related private property inflow and infiltration study is nearing completion. We anticipate final plans and recommendations from the Village Engineer will be forthcoming later this year with anticipated work in 2020.

### **Facility HVAC**

The Village Board approved the HVAC Renovation project at the May meeting. Materials have been ordered and should arrive by late September. The contractor has made minor modifications to the system to enhance functionality and comfortability over the summer. Work is scheduled to begin in October.

### **3. Finance and Administration Committee**

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

Included in the packet is the August 2019 monthly Administrative Services report. Of significant note, both the 2020 DNR Recycling grant and 2020 Community Development Block grant application were completed and submitted. **Approval is recommended.**

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

Included in the packet is the August 2019 financial statement and investment report. Revenues and expenditures are on track in all funds and investments continue to remain on track with the changeover in investment management services. **Approval is recommended.**

#### **c. Discussion/action on Resolution No. 19-\_\_\_\_, a Resolution Authorizing the Village of Bayside to File the Federal Railroad Administration Quiet Zone Affirmation Letter**

Every five years, the Village is required to recertify its desire to continue the quiet zone designation at both of its at-grade railroad crossings. The threshold for recertification is that no adverse changes have been made at the crossings from the time the initial designation was established. Included in the packet is a Resolution authorizing the Village to recertify the quiet zone designation with the Federal Railroad Administration. **Approval is recommended.**

#### **d. Discussion/Recommendation on Resolution 19-\_\_\_\_, a Resolution Authorizing the Village of Bayside to Request Permanent Locations of Milwaukee County Transit System Bus Stop Locations within the Village of Bayside.**

Attached in the packet is a Resolution Authorizing the Village of Bayside to Request Permanent Locations of Milwaukee County Transit System Bus Stop Locations within the Village of Bayside. By way of background, MCTS eliminated the bus stop on Glencoe Place in August without Village knowledge. MCTS has agreed and implemented temporary bus stop locations on Brown Deer Road in front of US Bank and Midwest Bank. In speaking with MCTS and the Elizabeth Residence, the bulk of the passengers using these stops are employees of Elizabeth Residence. Both MCTS and the Elizabeth Residence have expressed interest in having a permanent stop be placed closer to the Elizabeth Residence on Port Washington Road. The attached Resolution requests the change, and if not acceptable to MCTS, requests the temporary bus stops on Brown Deer Road be made permanent. Both the Police Department and Public Works departments have reviewed the new stop location and are recommending approval. **Approval is recommended.**

- e. **Discussion/action on Resolution 19-\_\_\_\_\_, a Resolution amending Resolution 19-18 revising the fee schedule as referenced by the Village of Bayside Municipal Code.**

Attached is an updated fee schedule reflecting changes in the cost of preparing real estate status letter as well as the establishment of commercial remodeling building permit and inspection fee. **Approval is recommended.**

- f. **Discussion/action on Resolution 19-\_\_\_\_\_, a Resolution authorizing the partial redemption of special assessment B Bonds , Series 2013A, dated May 16,2013 and special assessment B Bonds, Series 2015A dated May 7, 2015.**

The attached Resolution is required for the Village to make payment on the 2013 and 2015 special assessment B-Bonds which have been prepaid in advance of their due date by property owners. In total, \$25,000 is being paid off on the 2013 bonds and \$40,000 on the 2015 bonds with this Resolution. **Approval is recommended.**

- g. **Discussion/action on Contract for Community Planning Services.**

The Village currently utilizes Safebuilt, Inc. for its Building Inspections and Building Code and Plan Review services. This agreement for independent planning review services with Mary Censky would provide design, planning, and project review services. While we do not anticipate extensive utilization of such services, this agreement will provide the Village the ability to obtain professional planning expertise for project proposals. One such example would be a potential proposal to rebuild one building at White Oaks Apartments, which was destroyed in the March 2019 fire. Professional services, such as planning, are reimbursable, under the Village Code, by the applicant submitting the proposal. **Approval is recommended.**

- h. **Discussion/action on Agreement for Assessment Services.**

The Village's agreement with Accurate Appraisal, LLC. expires at the end of 2019. Currently, the Village's agreement requires the interior inspection of 1/6 of the Village, annually. Provided recent changes in State law, and a homeowner's ability to refuse an interior inspection but retain Board of Review appeal rights, interior inspection scheduling and compliance has dropped to less than 33 percent.

The Village received three proposals to extend the assessment services agreement. The Village currently pays \$32,000 per year for assessment services. The first proposal included maintaining the current method of full revaluation with 1/6 walkthrough at a cost \$34,900 per year. The second proposal included a full value market revaluation program each year, minus interior inspections at a cost of \$24,900 per year. The third proposal included a blended approach of market revaluations every third year at a cost of \$20,100 per year. Provided the lack of interior inspection scheduling and compliance associated with the first proposal, the potential for significant valuation fluctuations with the third option, the ability to maintain current property values, compliance with State statute, and overall cost, option 2 is being recommended. The new six-year agreement with Accurate Appraisal, LLC. is included in the packet. The agreement will save the Village \$42,600 over the next six years. **Approval is recommended.**

- i. **Discussion/action on Amendment to Engagement Letter for Auditing Services.**

The attached amendment to the engagement letter for auditing services extends the Agreement with Baker Tilly through 2023. The extension provides a similar scope of services with inflationary cost increases between \$425 and \$475 annually over the duration of the agreement. **Approval is recommended.**

j. **Discussion/action on Ordinance 19-\_\_\_\_\_, an Ordinance to Repeal and Recreate Section 104-153 of the Municipal Code with Regard to Maintenance and Repair of Property.**

Village Code currently requires dead trees, limbs and branches be removed within 10 days, or extension as granted by the Village Manager. After a survey of numerous communities and examining the marketplace for the necessary lead time for tree removals, particularly given the Emerald Ash Borer issue, the proposed ordinance revision would require homeowners to remove a dead tree, limb or branch within 45 days of written notification, and the possibility of up to two, thirty (30) day extensions if requested in writing and granted by the Village Manager or designee. **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 August 2019 Library Report.**

Included in your packet is the August 2019 North Shore Library report. Of particular note, the four communities continue to discuss a revised Master Library Services Agreement and Memorandum of Intent for the pending Library renovation project. **Approval is recommended.**

9. **Community Event Committee**

a. **Discussion/Update on 2019 Bayside 5k and annual Village Picnic**

Over 200 people participated in the annual 5k run/ 2 mile. Even more enjoyed the movie Back to the Future and bonfire in Ellsworth Park. Thank you to all who participated and supported the MACC Fund.

The weather was great and the annual Village picnic was enjoyed in record setting ways. Attendees consumed approximately:

- 1,000 Usinger's sausages,
- 900 ears of corn-on-the-cob,
- 800 glasses of beer,
- 450 cans of soda,
- 350 bottles of water,
- 240 bottles of sparkling water,
- 560 ice cream treats,
- 600 bags of popcorn,
- 83 Pilsners glasses sold,

- 20 lbs. of onions,
- 24 lbs. of sauerkraut,
- 10 lbs. of pickles, and
- 3 gallons of paint on myBlue squads.

A special thank you to all of our sponsors and donors, volunteers, Committee members, and Village staff who made the annual picnic and of all of our Village events a reality.

**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. 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, (Municipal Court Intergovernmental Agreement) and (Library Services Agreement).

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

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

1. Discussion/action on ordinance to abolish Village of Bayside Municipal Court and office of Village of Bayside Municipal Judge effective April 30, 2020.
2. Discussion/Action on ordinance to join the North Shore Municipal Court effective May 1, 2020.
3. Discussion/action on Intergovernmental Agreement to provide for Village of Bayside Municipal Court administrative services January 1, 2020 to April 30, 2020 and to set forth the rights and responsibilities of the participating municipalities in the North Shore Municipal Court effective May 1, 2020.
4. Discussion/action on termination/modification of Memorandum of Understanding with the Village of River Hills regarding administration of the Village of Bayside Municipal Court effective January 1, 2020.

**XIII. ADJOURNMENT**



Village of Bayside  
9075 N Regent Road  
Board of Trustees Meeting Minutes  
August 15, 2019

## 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  
**Public Safety Committee Member:** Mort Swerdlow

**Also Present:** Village Manager Andy Pederson  
Assistant Village Manager La'Neka Horton  
Administrative Services Director Lynn Galyardt  
Village Attorney Chris Jaekels  
Library Director Susan Draeger-Anderson  
Lieutenant Paul Picciolo  
Communication Center Supervisor Lonnie Gannett  
There was no one in the audience

## II. PLEDGE OF ALLEGIANCE

## III. PUBLIC HEARING

### A. Public Hearing on the 2020 Community Development Block Grant Funds-Proposed 2020 Village of Bayside Projects.

President Dickman read the above notice and called for public discussion at 6:01pm.

Manager Pederson stated the proposed 2020 Community Development Block Grant project was to fund the wages for the Director of the LX Club. No one from the public commented.

President Dickman closed the Public Hearing at 6:02pm.

## IV. 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, July 18, 2019.
  2. Summary of Claims for July 5, 2019 through August 2, 2019 in the amount of \$154,349.34.
  3. Application for issuance of operator's license request for Sam J. Papermaster, Otto's Bayside, Jill Wesloski, Otto's Bayside and Craig R. Kitzrow, Otto's Bayside, which has been approved by the Police Department.



4. **Authorization for Sale of Garbage Truck.**
5. **Proclamation Recognizing August 25, 2019 as Friendship Circle Day.**

Motion by Trustee Muchin, seconded by Trustee DeGraff, to approve the Board of Trustees meeting minutes, July 18, 2019; Summary of Claims for July 5, 2019 through August 2, 2019 in the amount of \$154,349.34; Application for issuance of operator's license request for Sam J Papermaster, Otto's Bayside, Jill Wesloski, Otto's Bayside and Craig R Kitzrow, Otto's Bayside, which has been approved by the Police Department; Authorization for Sale of Garbage Truck; Proclamation Recognizing August 25, 2019 as Friendship Circle Day. Motion carried unanimously.

#### **V. 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.**

Public Works Committee Member JoAnn Lutz stated not everyone has a computer to request on demand yard waste pick up and would like yard waste to be pick up every two weeks. Manager Pederson stated historically Department of Public Work crews picked up yard waste 13 times per year, and in 2019 an additional three on-demand pickups were added to the calendar. Manager Pederson noted that a yard waste calendar can be picked up at Village Hall or found in the monthly newsletter. Residents can call and have the Village to add their address to the on-demand schedule.

#### **VI. BUSINESS AGENDA**

##### **A. Introduction of Department of Public Works employee Jason Fischer and Assistant Village Manager La'Neka Horton.**

Manager Pederson introduced Jason Fischer who joined the Department of Public Works on August 5, 2019 and the Department is now fully staffed. Jason spent the last 18 years as a professional mechanic. Manager Pederson stated Jason is excited about this career change and the opportunity to join our team, noting Jason will help work on equipment as well as the role of a Municipal operator.

Manager Pederson introduced La'Neka Horton who joined the Village of Bayside as the Assistant Village Manger. Manager Pederson noted that La'Neka has over 20 years of municipal experience from the City of Milwaukee. La'Neka has a Bachelor's Degree in Business Administration and Master's Degree in Management from Cardinal Stritch and previously served as an adjunct professor at Cardinal Stritch College.

##### **B. COMMITTEE AND COMMISSION REPORTS**

###### **1. Public Safety Committee**

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

Lieutenant Picciolo provided an overview of the July 2019 Police Department report stating the Presidential motorcade that passed through the Village didn't have any complications and the Secret Service noted the unique road blocks. Lieutenant Picciolo stated car thefts increased in the North Shore, and officers are visible during the hours of 10pm to midnight which resulted in eight arrests in Bayside. An average of 50 open garage doors were found each week and officers are alerting residents. Lieutenant Picciolo stated that Milwaukee County Transit bus stop at Glencoe Place west of Port Washington Road is closed.

Motion by Trustee Barth, seconded by Trustee Zitzer, on acceptance of the July 2019 Police Department Report. Motion carried unanimously.

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

Supervisor Gannett provided an overview of the July 2019 Communication Center report stating the Communication Center welcomed Samantha Pratt who finished the first phase of training. Supervisor Gannett noted dispatch response time is currently averaging 27 seconds and the staff is working on certification for WILEAG.

Motion by Trustee Barth, seconded by Trustee Rosenfeld, on acceptance of the July 2019 Communication Center Report. Motion carried unanimously.

**2. Public Works Committee**

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

Manager Pederson provided an overview of the July 2019 Department of Public Works report stating that work on the 2019 Ditch and Culvert Project is currently being completed on Tennyson. Brown Deer Road planter beds have been repaired and crews completed stump grinding and landscape restoration on the 150 trees that were removed this year. Manager Pederson noted another 300 infected trees are to be removed in the right of way. Trustee DeGraff questioned the time frame for dead tree removal on a residence property and if grant money is available for the removal of infected trees. Manager Pederson stated the Village Code is 10 days, however myBlue officers are meeting with residents to work on a time frame for removal. Manager Pederson stated We Energies is cutting trees only if the tree is a hazard to the main electric line. If a utility line is private servicing a house, it is up to homeowner to remove tree. Manager Pederson indicated no grant monies are currently available.

Motion by Trustee Barth, seconded by Trustee Walny, on acceptance of the July 2019 Department of Public Works Report. Motion carried unanimously.

**b. Discussion/action on Stormwater License Agreements with 9043, 9055 and 9065 North Tennyson.**

Manager Pederson stated three homeowners have signed the agreement to utilize their private property for the stormwater project. The license agreements would allow Stormwater flow through underground bioretention and vertical French drain structures, allowing water to flow back into the ground. The excavated areas will hold between 20,000 and 40,000 gallons of water. Manager Pederson noted this project will result in successful stormwater management.

Motion by Trustee Barth, seconded by Trustee Zitzer, to approve Stormwater License Agreements with 9043, 9055 and 9065 North Tennyson.

**c. Discussion/update on 2019 Capital Projects.**

Manager Pederson stated the Sanitary Sewer Rehabilitation Project of approximately 10,000 feet of sewer main, spot repair of the sanitary sewer main on Meadowlark, and 350 feet of stormwater lines underneath east Bay Point and Jonathan Lane extending into the ravine is now complete.

Manager Pederson stated road construction and stormwater management project for both Meadowlark and Tennyson between Hermitage and Fairy Chasm will be resurfaced in 2019. Ditching and culvert work is complete on Meadowlark, and work on Tennyson continues. The Village was awarded a grant in the amount of \$26,000 to assist with stormwater improvements in the area. Formal approval of the grant will be forthcoming at a future meeting. Landscape restoration is scheduled to begin in mid-August with paving tentatively scheduled to begin September 9, 2019.

President Dickman questioned if other areas have laterals in bad repair. Manager Pederson stated there are very few laterals in the Village that don't have issues.

Manager Pederson stated preliminary engineering work is in progress for Lift Station Upgrades.

Manager Pederson stated the HVAC Renovation materials have been ordered and should arrive by late September. The contractor has made minor modifications to the system to enhance functionality and comfortability over the summer. Work is scheduled to begin in October.

### **3. Finance and Administration Committee**

#### **a. Discussion/action on the July 2019 Finance and Administrative Services Report.**

Director Galyardt provided an overview of the July 2019 Finance and Administrative Services Report stating the taxes for 2019 is complete, with \$119,405.06 in delinquent taxes. Director Galyardt stated the modification factor for Worker Compensation is down, resulting in a savings for the Village. Director Galyardt stated the net new construction calculation is .232%, which will allow an increase in the 2020 tax levy by the same amount.

Motion by Trustee DeGraff, seconded by President Dickman, on acceptance on the July 2019 Finance and Administrative Services Report. Motion carried unanimously

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

Trustee Barth stated revenue and expenditures are on track, year-to-date.

Motion by Trustee Muchin, seconded by President Dickman, on acceptance on the July 2019 Financial Statement and Investment Report. Motion carried unanimously.

#### **c. Discussion/action on Ordinance 19-\_\_\_\_, an Ordinance to amend section 8.071 of the Municipal Code with regard to sex offender presence and residency.**

Trustee Barth stated this ordinance is to clarify that registered sex offenders are not allowed within parks and schools. Attorney Jaekels stated the current ordinance prohibits sex offenders to live near schools or parks.

Motion by Trustee Rosenfeld, seconded by Trustee Zitser, to approve Ordinance 19-697, an ordinance to amend Section 8.071 of the Municipal Code with regard to sex offender presence and residency. Motion carried unanimously by roll call vote.

#### **d. Discussion/action on Ordinance 19-\_\_\_\_, an Ordinance to amend section 104-4(k) of the Municipal Code with regard to building permits for re-roofing.**

Manager Pederson stated the ordinance is to make re-roofing square footage for the purposes of permitting uniform in Municipal Code.

Motion by Trustee Rosenfeld, seconded by Trustee Zitser, to approve Ordinance 19-698, an ordinance to amend Section 104-4(k) of the Municipal Code with regard to building permits for re-roofing. Motion carried unanimously by roll call vote.

#### **e. Discussion/action on Resolution 19-\_\_\_\_, a Resolution amending Resolution 19-15 revising the fee schedule as referenced by the**

## **Village of Bayside Municipal Code.**

Trustee Barth stated the fee schedule would include a \$25 processing fee for monies collected for other police agencies.

Motion by Trustee Muchin, seconded by Trustee Zitser, to approve Resolution 19-18, a Resolution amending Resolution 19-15 revising the fee schedule as referenced by the Village of Bayside Municipal Code. Motion carried unanimously by roll call vote.

### **f. Discussion/action authorizing submittal of the 2020 Community Development Block Grant application.**

Trustee Barth stated this is for the reimbursement of expenses related to the employment of the part-time LX Club Coordinator. Trustee Barth noted this request is similar as in past years.

Motion by President Dickman, seconded by Trustee DeGraff, to approve the 2020 Community Development Block Grant application submittal. Motion carried unanimously.

### **4. Intergovernmental Cooperation Council-No report.**

### **5. Board of Zoning Appeals-No report.**

### **6. Architectural Review Committee**

#### **a. Discussion/action on Ordinance 19-\_\_\_\_, an Ordinance to amend Section 104-125(1) of the Municipal Code with regard to fence type.**

Trustee DeGraff stated this clarifies the calculation of openness of a fence based on actual constructed area, not what could be constructed. For example, Village Code allows a 6-foot fence. Applicants have submitted 4-foot solid fence and have been able to count the height between 4 and 6 feet as open. This ordinance would require only the area constructed to be counted as open.

Motion by President Dickman, seconded by Trustee Zitser, to approve Ordinance 19-699, an ordinance to amend Section 104-125(1) of the Municipal Code with regard to fence type. Motion carried unanimously by roll call vote.

### **7. Plan Commission**

#### **a. Discussion/action on amended Conditional Use Permit for 8989 N Port Washington Road to replace and upgrade equipment on existing cell tower.**

Motion by Trustee Muchin, seconded by Trustee Zitser.

### **8. Library Board**

#### **a. Discussion/action on the July 2019 Library Report.**

Susan Draeger-Anderson provided an overview of the July 2019 Library Report, stating the summer reading program is finishing up for the year and plans for renovation for the library is moving forward.

Motion by Trustee Barth, seconded by Trustee Zitser, on acceptance on the July 2019 Library Report. Motion carried unanimously.

**9. Community Event Committee**

**a. 5K**

Director Galyardt stated the Village has 151 participants signed up for the Village of Bayside 5K/2mile run/walk.

**b. Village Picnic**

Director Galyardt stated food will be available from 2pm-6pm. Director Galyardt noted winners of the Emotionally Intelligent Sign contest will be announced at 4pm.

**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-No report.**

Manager Pederson stated that the Milwaukee County Transit System bus route changed and now ends at the Brown Deer Park-N-Ride and this was an administrative decision by The Milwaukee County Transit System. Manager Pederson stated Elizabeth Residence has expressed a safety concern as there isn't a sidewalk for their employees on Brown Deer Road, from the Park-N-Ride into Bayside. Manger Pederson is meeting with the Milwaukee County Transit System.

Manager Pederson stated Sweet Water is bringing 70-100 volunteers from Miller-Coors to help with two projects; clear cut along the railroad track by Regent Rd and fish creek by Ravine Bay. The clearing will be completed by September 6 before the Bayside 5K.

**VIII. VILLAGE ATTORNEY'S REPORT-No report.**

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

None.

**X. CORRESPONDENCE**

Attorney Jaekels stated former Village President, Trustee and Village Attorney, Tom Dought, passed away on August 9, 2019 at the age of 87.

**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 (Intergovernmental Services Agreement and Professional Services Agreement).**

Motion by President Dickman, seconded by Trustee Barth, to adjourn to closed session at 6:46pm 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 (Intergovernmental Services

Agreement and Professional Services Agreement). 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 Barth, to reconvene in open session at 7:07pm pursuant to Section 19.85 (2). Motion carried unanimously.

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

None.

**XIII. ADJOURNMENT**

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

Respectfully submitted,

Lynn Galyardt, Administrative Services Director

## SUMMARY OF CLAIMS

August 3, 2019 through September 13, 2019

August 9, 2019	\$266,809.20
August 23, 2019	\$29,164.01
August 30, 2019	\$20,459.22
September 6, 2019	\$4,343.28
TOTAL	\$320,775.71

Report Criteria:

Report type: Summary

Check Issue Date	Check Number	Payee	Amount
09/06/2019	35399	BROWN DEER MUNICIPAL COURT	313.00
09/06/2019	35400	DOXTATOR, KRISTINA	16.00
09/06/2019	35401	ESLAND, ANTICANETTO	2.00
09/06/2019	35402	HALF TWISTED-HALF KNOT	700.00
09/06/2019	35403	MOSER, MITCHELL	75.00
09/06/2019	35404	SHERWOOD, MIKE	400.00
09/06/2019	35405	STATE OF WISCONSIN COURT	2,837.28
Grand Totals:			4,343.28



## Report Criteria:

Report type: Summary

Check Detail.Amount = {&gt;} 0

Check Issue Date	Check Number	Payee	Amount
08/30/2019	35382	ACA MUSIC AND ENTERTAINMENT	150.00
08/30/2019	35383	ARLINGTON COMPUTER PRODUCTS	1,378.00
08/30/2019	35384	MATHESON TRI-GAS INC DEPT 3028	39.68
08/30/2019	35385	PROFESSIONAL ID CARDS INC.	11.50
08/30/2019	35386	BUELOW VETTER BUIKEMA OLSON V	30.00
08/30/2019	35387	CUMMINS NPOWER LLC	943.34
08/30/2019	35388	DAVIS & KUELTHAU S.C.	1,995.63
08/30/2019	35389	DIVERSIFIED BENEFIT SERVICES	130.00
08/30/2019	35390	EGGERS IMPRINTS	70.00
08/30/2019	35391	HERBST OIL	5,966.64
08/30/2019	35392	HUMPHREY SERVICE PARTS INC	235.27
08/30/2019	35393	JAMES MAE RENTALS, LLC	570.00
08/30/2019	35394	JIM'S STUMP GRINDING, LLC	3,562.00
08/30/2019	35395	LANNON STONE PRODUCTS	1,486.19
08/30/2019	35396	LIESENER SOILS INC	1,320.00
08/30/2019	35397	VILLAGE OF RIVER HILLS	1,633.60
08/30/2019	35398	AMAZON/SYNCB	937.37
Grand Totals:			20,459.22

## Report Criteria:

Report type: Summary

Check Issue Date	Check Number	Payee	Amount
08/23/2019	35356	AMAZON/SYNCB	1,012.72
08/23/2019	35357	AT&T	1,288.13
08/23/2019	35358	BUELOW VETTER BUIKEMA OLSON V	532.00
08/23/2019	35359	DAVIS & KUELTHAU S.C.	4,929.58
08/23/2019	35360	FUSION LLC	3,412.81
08/23/2019	35361	KAPUR & ASSOCIATES	3,629.54
08/23/2019	35362	KONDRICK, DILLON	35.00
08/23/2019	35363	MID-MORaine MUNICIPAL COURT	439.00
08/23/2019	35364	MILW COUNTY TREAS-MUNIC COUR	486.00
08/23/2019	35365	MOLITOR, MATTHEW	5.00
08/23/2019	35366	PROFESSIONAL ID CARDS INC.	11.50
08/23/2019	35367	QUINTEVON MAYHALL HARRIS	536.00
08/23/2019	35368	ROCKIN JUMP	235.00
08/23/2019	35369	SAFE BUILT llc	3,177.35
08/23/2019	35370	SECURIAN FINANCIAL GROUP	543.13
08/23/2019	35371	SPECTRUM BUSINESS	1,152.53
08/23/2019	35372	STATE OF WISCONSIN COURT	1,344.00
08/23/2019	35373	WE ENERGIES	6,046.18
08/23/2019	999996797	CARTER, JULIE	348.54
Grand Totals:			29,164.01

Report Criteria:  
Report type: Summary

Check Issue Date	Check Number	Payee	Amount
08/09/2019	35325	ABRAHAM'S ON-SITE SHREDDING SE	91.00
08/09/2019	35326	AMAZON/SYNCB	1,266.22
08/09/2019	35327	AT&T	179.40
08/09/2019	35328	BIRCHLINE PLANNING LLC	900.00
08/09/2019	35329	C K C Graphics and Signs	25.00
08/09/2019	35330	CITY OF MEQUON	2,095.40
08/09/2019	35331	DAVIS & KUELTHAU S.C.	1,593.00
08/09/2019	35332	DIGGERS HOTLINE INC	786.25
08/09/2019	35333	DILLETT MECHANICAL SERVICE	418.00
08/09/2019	35334	EGGERS IMPRINTS	30.00
08/09/2019	35335	GOVHR USA LLC	9,083.09
08/09/2019	35336	HERBST OIL	4,806.20
08/09/2019	35337	HEY AND ASSOCIATES INC	6,515.74
08/09/2019	35338	JUBELIRER, DAWN	75.00
08/09/2019	35339	KAPUR & ASSOCIATES	33,444.96
08/09/2019	35340	Level (3)	1,761.57
08/09/2019	35341	MTAW	30.00
08/09/2019	35342	PROFESSIONAL ID CARDS INC.	11.50
08/09/2019	35343	SPECTRUM BUSINESS	.00
08/09/2019	35344	STEPP EQUIPMENT COMPANY	130,000.00
08/09/2019	35345	UNEMPLOYMENT INSURANCE	38.41
08/09/2019	35346	VISU-SEWER	7,516.40
08/09/2019	35347	WACHTEL TREE SCIENCE & SERVICE	9,452.00
08/09/2019	35348	WAUKESHA COUNTY TECH COLLEG	63.60
08/09/2019	35349	Void Check	.00
08/09/2019	35350	CTS Group	56,445.00
08/09/2019	35351	LEXISNEXIS	6.50
08/09/2019	35352	CEDAR CREST	174.96
Grand Totals:			266,809.20

## Police Department August 2019 Report

### Highlights / Accomplishments

- There were 57 requests made through Access Bayside requesting department assistance: 33 do-not-solicit, 14 house watch requests, 9 code enforcement, and 1 private property maintenance issues;
- Officer James Dills is in his final phase of training before being released to the midnight shift; there were 106 hours of training attended by Bayside Police Officers.
- *myBlue* Night Out - the evening featured food, games, public safety and DPW vehicles, and a "paint the police car". The Chief and the Sector Officers thank the residents, Village employees, Sobelman's NorthShore, Kurt Schulz Deli, Los Paisa Restaurant & Bar, Sals Pizza of Cedarburg, James Mae Rentals, North Shore Library and North Shore Health Department, Brown Deer Police Department, Fox Point Police Department, North Shore Fire/Rescue for their support and efforts to make the first night out a successful event. Staff estimated over 150 people attended.
- Police officers investigated a suspicious package that was thought to be tied to a threatening telephone call at the Shul Center. A hazmat / explosive potential plan was implemented. NS Fire Department and several public safety agencies responded. The Village of Fox Point was dealing with a similar incident. Neither incident turned out to be dangerous; the threatening phone call is being investigated separately with the help of the Southeastern Wisconsin Threat Analysis Center.
- The Police Department was awarded \$6,000 for OWI enforcement and \$5,000 for seatbelt by the Department of Transportation; it received more than it requested. Chief Larsson attended the annual Wisconsin Department of Transportation Traffic Summit and because of the Department's participation in OWI and seatbelt enforcement efforts, it was recognized by being awarded a second \$4,000 equipment grant.
- Staff attended a Critical Incident Tabletop discussion at Congregation Emanu-El B'ne Jeshurun in River Hills and Nicolet High School. Both involved building staff and responders from the North Shore. Staff also provided security and traffic control for the Friendship Circle "Walk for Friends" event.
- Counselors from the Sojourner Truth House came to four roll calls covering all officers to discuss Domestic Violence Cases and the resources the Sojourner Truth House can provide.
- Staff has been tracking north shore crime rates. There have been 79 burglaries to autos (none in Bayside) and 10 stolen autos (again, none in Bayside).
- Police Officers patrolled 11,458 miles in August, an average of 53 miles per officer each per shift.



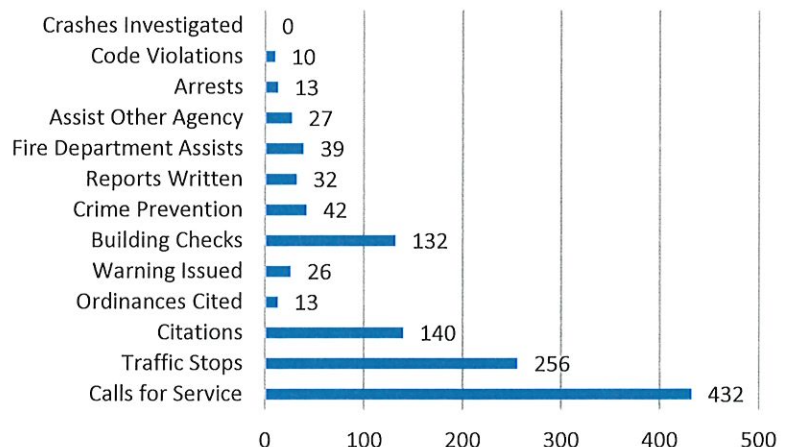
### Month Ahead

- Village 5K Run and Village Picnic
- Operation Clean Sweep Grant Application
- Lakefront Marathon

### Court Clerk

- Fines Levied: \$13,885.00
- Fine Paid: \$2,694.00
- Outstanding: \$11,191.00

### Officer Activity





## Communications Center August 2019 Report

### Highlights/Accomplishments:

- BCC staff completed training on railroad safety and response to railroad incidents. Staff also reviewed fire department run assignments, which specify which units respond to specific calls types in the North Shore.
- Director Scharnott attended an Active Threat tabletop, along with North Shore agencies and administrators, at Nicolet HS.
- New hire Jamie Adams has completed training and will be assigned to day shift for the remainder of 2019.
- Call of the month was a request for police in Shorewood. An employee at Metro Market located a lost two-year-old child at the location. The grandmother called dispatch to report the lost child and was able to respond to the main level in Metro Market to retrieve the child.

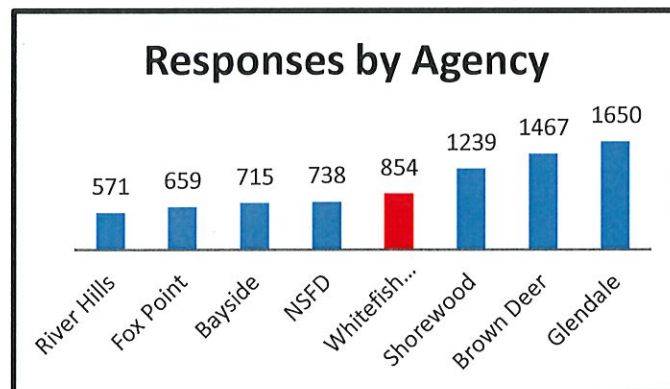
### Metrics:

Metric	Measurement	Actual
Dispatch Time	Time to Dispatch Vehicle	27 seconds
Dispatch Call Review	Call Reviews	97 %
Department Accreditation	Departments	100%

Call Type	Month	2019 YTD	2018 YTD	YTD Change
911	2,551	17,348	17,388	-.2%
Non-Emergency	7,387	40,373	42,632	-5.3%
Outbound	1,723	14,618	13,373	+9.3%
Total	9,110	72,339	73,393	-1.4%

### Top 5 Response Types:

1. Traffic Stop
2. Vacation/Business Check
3. 911 hang up
4. Suspicious Activity
5. Advanced Life Support



### Priorities for Next Month:

- Training Coordinator Krantz will be attending the North Shore Overdose Fatality Meeting on Sept 13<sup>th</sup> with the North Shore departments.
- BCC staff are preparing for North Shore Fire Department certification and onsite visit.
- BCC completed all the requirements for the Wisconsin Law Enforcement Accreditation Group (WILEAG).



Dispatcher Bamberg

STATE OF WISCONSIN  
MILWAUKEE AND OZAUKEE COUNTIES  
VILLAGE OF BAYSIDE

ORDINANCE NO: 19- \_\_\_\_\_

**An Ordinance to Repeal and Recreate Section 26-1 of the Municipal Code  
With Regard to Regulation of Smoking and Electronic Smoking Devices**

---

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

Section One: Section 26-1 of the Municipal Code is hereby repealed and recreated to read as follows:

**Section 26-1 Regulation of Smoking and Electronic Smoking Devices**

- A. *Statutes adopted.* Except as expressly altered by this section, the provisions of § 101.123, § 134.66, and § 254.92, Wis. Stats., as amended from time to time are hereby adopted and incorporated herein by reference as though fully set forth.
- B. **Definitions**
- (1) *Smoking* means burning or holding or inhaling or exhaling any burning, lighted or heated cigar, cigarette, or pipe, or any other device containing lighted or heated tobacco or plant product, whether natural or synthetic, in any manner or in any form. Smoking also includes the use of an electronic smoking device which emits an aerosol, particulates, or vapor, in any manner or in any form.
- (2) *Electronic smoking device* means any product containing or delivering nicotine, or any other legal or controlled substance, whether natural or synthetic, that can be used by a person to simulate smoking through inhalation of vapor, particulates, or aerosol from the device. The term electronic smoking device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-pipes, vape pens, mods, tank systems, or under any other product name or description. The term also includes any component part of such product whether or not sold separately. The term electronic smoking device does not include any product that has been approved by the United States Food and Drug Administration (FDA) for sale as a tobacco cessation product and is being marketed and sold solely for that purpose.
- C. *Sale of electronic smoking devices to minors.* No person shall sell or offer for sale any electronic smoking device, tobacco product, electronic smoking device pod, or nicotine product to any person under 18 years of age.

- D. *Possession of electronic smoking device by persons under the age of 18.* No person under the age of 18 shall possess any electronic smoking device, tobacco product, electronic smoking device pod, or nicotine product.
- E. *Use of electronic smoking devices on school grounds.* No person shall use an electronic smoking device on school grounds or in school buildings.
- F. *Prohibition against smoking.* Smoking is prohibited in any of the following:
- a. Any place in which tobacco smoking is prohibited under § 101.123, Wis Stats.
  - b. Any enclosed indoor area where smoking tobacco is prohibited under § 101.123, Wis Stats.
  - c. All municipal premises, excluding parkland.
- G. *Penalty:* the penalty for a violation of any provision of this section shall be as set by the Village Board from time to time pursuant to Section 1-13.

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

Section Four: 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 September, 2019.

VILLAGE OF BAYSIDE

\_\_\_\_\_  
Samuel D. Dickman, Village President

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

## Memorandum

Date: July 27<sup>th</sup>, 2019

To: Andy Pederson, Village of Bayside Manager  
Doug Larsson, Village of Bayside Police Chief

From: Ann Christiansen, North Shore Health Department Health Director/Officer

RE: North Shore Health Department's support for ordinance prohibiting e-cigarette use

---

In 2019, the Wisconsin Department of Health Services issued a Public Health Advisory to inform the public about increasing trends in the use of e-cigarettes among youth in Wisconsin. Data from the Wisconsin Youth Tobacco Survey showed 20% of Wisconsin high school students were using electronic cigarettes or devices like Juul vaporizers compared to 5% of students who smoke conventional cigarettes. Locally, we have heard that vaping is a concern at North Shore schools, including Nicolet High School.

In 2016, the U.S. Surgeon General released a report concluding that e-cigarette aerosol is not harmless, and the aerosol can contain nicotine and other harmful and potentially harmful chemicals. As a result of growing evidence of the negative health effects from electronic cigarettes, organizations like the Wisconsin Department of Health Services and the American Lung Association encourage municipalities to update and add e-cigarette definitions to their smoke-free air ordinances. Currently, Wisconsin's Clean Indoor Air law, also known as Act 12, only prohibits cigarette smoking in public places, including restaurants and taverns. Many municipalities, including the cities of Milwaukee, Shorewood, Oak Creek, Greenfield, and Franklin have passed ordinances prohibiting e-cigarette use and vaping in the same enclosed places where cigarette smoking is prohibited by Wisconsin State Law, § 101.123(2)), including restaurants, taverns, retail establishments, lodging establishments, and other public indoor places.

The North Shore Health Department recommends the Village of Bayside pass an ordinance prohibiting the use of e-cigarettes and vaping devices in enclosed places where cigarette smoking is prohibited by Wisconsin State Law, § 101.123(2)). By passing an ordinance prohibiting use of electronic cigarettes in places where cigarette smoking is currently not allowed, Bayside would demonstrate its commitment to protecting the public's health from one of the leading causes of heart disease and cancer.



## Vaping and E-Cigarette Use FAQs

### Prepared by North Shore Health Department

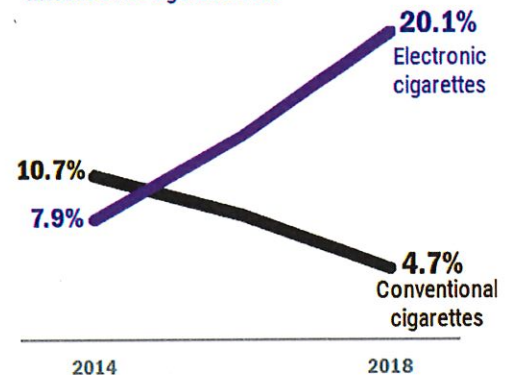
- **What are e-cigarettes?**

- Electronic cigarettes (e-cigarettes) and other “vaping” devices are battery operated products designed to deliver nicotine, flavor and other chemicals. Electronic devices turn chemicals, including highly addictive nicotine, into an aerosol that is inhaled by the user. Most e-cigarettes, vapes, Juul devices are manufactured to look like conventional cigarettes, cigars or pipes, but some resemble everyday items such as pens and USB memory sticks.

- **What is the scope of the problem in Wisconsin?**

- According to the 2018 Wisconsin Youth Tobacco Survey, 20% of high school students responded that they currently used an electronic vapor product. This is an increase from 8% of students in 2014.
- Nicotine experimentation in youth can lead to a lifetime of nicotine addiction, and e-cigarette use can be a gateway to tobacco product use.

From 2014 to 2018, there was a **154%** increase in e-cigarette use.



- **Are e-cigarettes safe?**

- No. There are over 450 brands of e-cigarettes and none have been proven to be safe. They are not yet regulated by any federal agency.
- It is important not to compare e-cigarette emissions to cigarette emissions, but to consider it as a separate entity. Instead, we should be comparing it to clean, indoor air.
- E-cigarette cartridges can also be used to contain other substances, such as marijuana, heroin, or other illegal drugs.

- **Do e-cigarettes give off more than water vapor?**

- While this is a common misconception, e-cigarettes do give off more than just water vapor. Recent studies conducted by the FDA found detectable levels of carcinogenic chemicals and heavy metals in some e-cigarette products, including an ingredient used in anti-freeze.

- **Who can legally buy e-cigarettes?**

- WI Statute 134.66 (2)(a) prohibits retailers from selling cigarettes, nicotine products, or tobacco products to anyone under 18 years of age.
- A nicotine product is defined as any product that contains nicotine and is not a tobacco product, a cigarette, or a product that has been approved by the FDA for sale as a smoking cessation product or for another medical purpose and is being sold solely for such an approved purpose.
- Retailers are also required to post signage stating that sales to anyone under the age of 18 are prohibited.

- **What are the consequences for a retailer who sells to a minor?**

- Less than \$500 fine if there has not been a previous violation in the past year

- Between \$200 and \$500 fine if there has been a violation within the last year.
- A court has the ability to suspend a license or permit for 3 – 30 days depending on the number of violations.
- **What are Wisconsin state laws surrounding vaping/e-cigarette bans?**
  - Currently, Wisconsin has no state-wide vaping or e-cigarette bans in terms of where they can be used. The only areas vaping is currently prohibited (by state law) are at indoor facilities of State Fair and at main stage area.
- **What local laws are currently in place for e-cigarette /vaping bans?**
  - A growing list of municipalities have passed local ordinances prohibiting vaping and the use of electronic cigarettes in places where cigarette smoking is currently prohibited. In Milwaukee County, the following have passed similar ordinances:
    - Greenfield (Passed Unanimously 10/2014)
    - West Allis (Passed 6-4 on 7/2016)
    - South Milwaukee (Passed 9/2017)
    - Milwaukee (Passed Unanimously 1/2018)
    - Oak Creek (Passed Unanimously 10/2018)
    - Franklin (Passed Unanimously 12/2018)
    - Hales Corners (Passed Unanimously 6/2019)
    - Shorewood (Pass Unanimously 7/2019)
- **How local municipalities enforce vaping bans and/or sales to minors?**
  - Most ordinances provide the ability for the Police Department to enforce prohibitions through compliance checks
  - In Milwaukee, fines begin at \$100 for use of e-cigarettes in any of the banned places
- **Are there any product placement laws for e-cigarette sales in Milwaukee retailer stores?**
  - No. E-cigarettes and cartridges are not required to be behind the counter, and can be found near any other products (toys, candy, etc.)



**NORTH SHORE**  
HEALTH DEPARTMENT

Serving the communities of Bayside, Brown Deer, Fox Point,  
Glendale, River Hills, Shorewood and Whitefish Bay, Wisconsin



## Vaping and E-Cigarette Use FAQs

### Prepared by North Shore Health Department

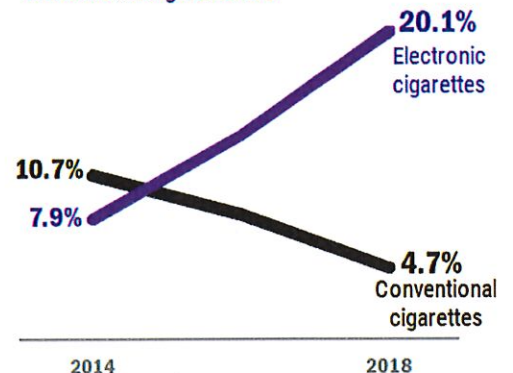
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- E-cigarette cartridges can also be used to contain other substances, such as marijuana, heroin, or other illegal drugs.
- In July 2019, the Wisconsin Department of Health Services sent an alert to local health departments and healthcare providers about eight cases of lung disease in adolescents that may be the result of vaping. Further investigation is ongoing.

- **Do e-cigarettes give off more than water vapor?**

- While this is a common misconception, e-cigarettes do give off more than just water vapor. Recent studies conducted by the FDA found detectable levels of carcinogenic chemicals and heavy metals in some e-cigarette products, including an ingredient used in anti-freeze.

- **Who can legally buy e-cigarettes?**

- WI Statute 134.66 (2)(a) prohibits retailers from selling cigarettes, nicotine products, or tobacco products to anyone under 18 years of age.
- A nicotine product is defined as any product that contains nicotine and is not a tobacco product, a cigarette, or a product that has been approved by the FDA for sale as a smoking cessation product or for another medical purpose and is being sold solely for such an approved purpose.

- Retailers are also required to post signage stating that sales to anyone under the age of 18 are prohibited.
- **What are the consequences for a retailer who sells to a minor?**
  - Less than \$500 fine if there has not been a previous violation in the past year
  - Between \$200 and \$500 fine if there has been a violation within the last year.
  - A court has the ability to suspend a license or permit for 3 – 30 days depending on the number of violations.
- **What are Wisconsin state laws surrounding vaping/e-cigarette bans?**
  - Currently, Wisconsin has no state-wide vaping or e-cigarette bans in terms of where they can be used. The only areas vaping is currently prohibited (by state law) are at indoor facilities of State Fair and at main stage area.
- **What local laws are currently in place for e-cigarette /vaping bans?**
  - A growing list of municipalities have passed local ordinances prohibiting vaping and the use of electronic cigarettes in places where cigarette smoking is currently prohibited. In Milwaukee County, the following have passed similar ordinances:
    - Greenfield (Passed Unanimously 10/2014)
    - West Allis (Passed 6-4 on 7/2016)
    - South Milwaukee (Passed 9/2017)
    - Milwaukee (Passed Unanimously 1/2018)
    - Oak Creek (Passed Unanimously 10/2018)
    - Franklin (Passed Unanimously 12/2018)
    - Hales Corners (Passed Unanimously 6/2019)
    - Shorewood (Pass Unanimously 7/2019)
- **How local municipalities enforce vaping bans and/or sales to minors?**
  - Most ordinances provide the ability for the Police Department to enforce prohibitions through compliance checks
  - In Milwaukee, fines begin at \$100 for use of e-cigarettes in any of the banned places
- **Are there any product placement laws for e-cigarette sales in Milwaukee retailer stores?**
  - No. E-cigarettes and cartridges are not required to be behind the counter, and can be found near any other products (toys, candy, etc.)



**NORTH SHORE**  
HEALTH DEPARTMENT

Serving the communities of Bayside, Brown Deer, Fox Point,  
Glendale, River Hills, Shorewood and Whitefish Bay, Wisconsin



STATE OF WISCONSIN  
MILWAUKEE AND OZAUKEE COUNTIES  
VILLAGE OF BAYSIDE

ORDINANCE NO: 19- \_\_\_\_\_

**An Ordinance to Repeal and Re-create Section 35-123 of the Municipal Code  
With Regard to Residence and Presence Restriction for Sex Offenders**

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

Section One: Section 35-123 of the Municipal Code is hereby repealed and recreated to read as follows:

Sec. 35-123. – Residence and presence restriction for sex offenders.

- (a) *Findings and intent.* The village board finds that studies have shown that repeat sex offenders who use physical violence, and sex offenders who prey on children, are persons who present a serious threat to public safety. Sex offenders are extremely likely to use physical violence when they offend. Many sex offenders commit multiple offenses, have more victims than are reported, and are prosecuted for only a fraction of their crimes. This makes the cost of sex offender victimization to society great, and justifies efforts to protect the public.
- (1) Because reducing both opportunity and temptation will minimize the risk of re-offense for those sex offenders who will re-commit sex offenses against children, there is a compelling need to separate sex offenders from places where children congregate or play in public places.
- (2) It is the intent of the village board to protect the safety and welfare of its citizens by creating zones around places where children regularly gather, in which certain sex offenders are prohibited from establishing residence. It is not the intent of the village board to impose additional punishment on sex offenders.
- (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:

*Child* means a person under the age of 18 years.

*Child safety zone* means an area within 2,000 feet of any Child Oriented Facility defined as a private or public school, recreational trail, navigable water, playground, park having a children's playground, park having athletic facilities used by persons younger than 18 years of age, child care center licensed pursuant to Wis. Stats. § 48.65, or group home as defined in Wis. Stats. § 48.02(7) containing one or more persons younger than 18 years of age, within the village.

*Residence* means a place where a person resides or dwells, or is used by a person as the primary location for basic life functions such as sleeping or eating; whether short- or long-term but for an aggregate of 14 or more days in any one-year period.

*Section* means this section, 35-123.

*Sex offender*, for purposes of this section, means:

- a. Any person who is required to register under Wis. Stats. § 301.45 for any offense against a child.
  - b. Any person who is required to register under Wis. Stats. § 301.45 and who is the subject of a special bulletin notification issued pursuant to Wis. Stats. § 301.46(2m).
  - c. Any person committed to the state department of health services for specialized treatment pursuant to Wis. Stats. § 975.06.
  - d. Any person placed on lifetime supervision by the state department of corrections pursuant to Wis. Stats. § 939.615 or 971.17(1j).
- (c) *Residence and child oriented facility restriction, exceptions.* No sex offender shall establish or maintain a residence within a child safety zone or enter or be present upon any Child Oriented Facility within the Village, except under the following circumstances:
- (1) It is specifically ordered that the sex offender reside within a child safety zone by a circuit court having competent jurisdiction.
  - (2) The sex offender established the residence within 2,000 feet of a private or public school, recreational trail, playground, park having a children's playground, park having athletic facilities used by persons younger than 18 years of age, licensed day care center as defined in Wis. Stats. § 48.65, or group home as defined in Wis. Stats. § 48.02(7) containing one or more persons under the age of 18; reported and registered the residence pursuant to Wis. Stats. § 301.45 before May 3, 2007, and has continuously maintained that residence since then. Interruptions of residence for the following reasons shall not be deemed to disqualify continuous maintenance of residence:
    - a. Incarceration in a state correctional facility.
    - b. Participation in programs as required by the department of corrections.
    - c. Participation in activities as required by the federal or state government, or a federal or state court.
    - d. Interruptions of no longer than 180 days, for any reason.
  - (3) The person is excepted from sex-offender registration pursuant to Wis. Stats. § 301.45(1m).
  - (4) The Child Oriented Facility such as a private or public school, recreational trail, playground, park having a children's playground, park having athletic facilities used by persons younger than 18 years of age, child care center, or group home around which a child safety zone exists first existed after the sex offender established residence and reported and registered the residence pursuant to Wis. Stats. § 301.45.
  - (5) The sex offender's residence is within a jail, juvenile facility or other correctional facility at which the sex offender is serving a court-ordered sentence.

- (6) The sex offender is a minor or ward under guardianship and is residing with his or her parent or guardian.
- (d) *Original domicile restriction.* In addition to and notwithstanding the foregoing, but subject to subsection (c) above, no Sex Offender shall be permitted to reside in the Village, unless such Sex Offender was domiciled in the Village at the time of the offense resulting in the Sex Offender's most recent conviction for committing a crime resulting in Sex Offender status.
- (e) *Sex offenders subject to Wis. Stats. ch. 980.* A sex offender that has been adjudicated a sexually violent person pursuant to Wis. Stats. ch. 980 shall not be in violation of subsection (c) of this section if the sex offender is subject to supervised release under Wis. Stats. ch. 980, the sex offender is residing where he or she is ordered to reside under Wis. Stats. § 980.08, and the sex offender is in compliance with all court orders issued under Wis. Stats. ch. 980.
- (f) *Measurement of distances.* The boundaries of the child safety zone shall be determined by measuring from the outer property boundary (whether within or outside the village) of the Child Oriented Facility such as a private, or public school, recreational trail, playground, park having a children's playground, park having athletic facilities used by persons younger than 18 years of age, child care center, or group home containing one or more persons younger than 18 years of age, as defined in subsection (b) of this section, along the shortest line to the outer property boundary of a sex offender's residence located within the village. If any portion of a property is within a child safety zone, then the entire property shall be deemed within the child safety zone. (am. #6-08) (renum. #6-11 )
- (g) *Map of child safety zone.* The village clerk shall maintain an official map showing the child safety zone defined in subsection (b) of this section, and shall update the map at least from time-to-time to reflect any changes.
- (h) *Penalty.* A person who violates provisions of subsection (c) shall be subject to a forfeiture of not less than \$500.00 and no more than \$1,000.00 for each violation. Each day a violation continues shall constitute a separate offense. The village may also seek equitable relief to gain compliance.
- (i) *Enforcement and appeals.* The village building inspector shall be responsible for enforcement of this section. Any aggrieved party may appeal the decisions of the building inspector to the board of appeals under Wis. Stats. § 62.23(7)(e), whereupon the board of appeals may reverse, amend, condition, or grant an exception to the decision of the building inspector, if the board of appeals determines that the health, safety and welfare of children in the village would not be unduly threatened by such reversal, amendment, condition or exception after consideration of the following factors:
- (1) The nature of the offense that put the person on the registry.
  - (2) The number of years since the offense.
  - (3) Recommendation of any probation officer or parole officer.
  - (4) Recommendation of police department.
  - (5) Treatment or rehabilitation status of person on the registry.
  - (6) Character of surrounding area relative the character of defendant, treatment, or the prior offense or offenses.

- (7) Recommendation of any treating practitioner.
- (8) Proposals for safety assurances of person on the registry.
- (9) Conditions to be placed on any exception from the requirements of this section.

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

Section Four: 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 September, 2019.

VILLAGE OF BAYSIDE

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Samuel D. Dickman, Village President

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Lynn A. Galyardt, Administrative Services  
Director/Village Clerk



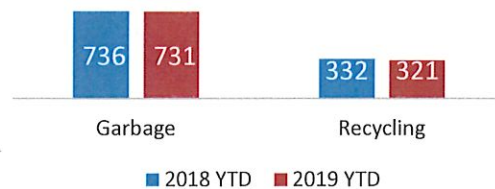
## Department of Public Works

### August 2019 Report

#### Activity by the Numbers

- DPW hosted a recycling day on August 17th, which yielded 74 participants.
- Yard waste collection yielded nearly 1,000 total stops in August. The second on-demand yard waste collection was held, with 180 of those stops signed up for the on-demand yard waste collection, triple the amount of the first on-demand collection
- 9 mulch deliveries

#### YTD Garbage and Recycling Collection (Tons) Comparison



#### Highlights/Accomplishments

- All stump grindings have been cleaned up and restored, project complete.
- 3<sup>rd</sup> quarter Water meter readings for local businesses are complete.
- The 2019 adopt a tree letters to each of the participating residence were distributed. Residents were also distributed stakes to place where they want the tree(s) planted. Diggers Hotline initial markings are being completed, which will take place within the next several days. Will begin the process of finalizing the placement of trees. In all, we will be planting 130 trees as part of the program in 2019.
- The bio-retention system construction on Tennyson is under way and should be completed by the end of next week. The vertical French drains were constructed in the bio-retention areas were completed with most holes being dug 15 feet deep compared to road grade. The area is now being filled with the materials (stone, sand, topsoil, etc.) to complete the bio-retention facilities in advance of the road project starting September 25.

#### Month Ahead

- Ditching project on Tennyson, continuation of excavation and bio retention system construction will continue.
- Completion of 2019 Stormwater Management Project on Tennyson and Meadowlark
- Road construction on Tennyson, Meadowlark, and Ellsworth Park parking lot
- Soil restoration has begun on Meadowlark and will continue throughout the next several weeks.
- Lakefront Marathon preparation.
- Leaf Collection preparation.

#### Stat of the Month

- DPW dedicated approximately 60 work hours cutting down 13,000 pounds of trees for the Miller Coors/ Sweet water clean up in Fish Creek near Ravine Baye.



Miller Coors/ Sweet Water Clean-up project!



## Green Infrastructure Funding Agreement G98004P31

### Tennyson Drive Bioretention Facilities

#### 1. The Parties

This Agreement is between:

- A. the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446; and
- B. the Village of Bayside, 9025 North Regent Road, Bayside, Wisconsin 53217.

#### 2. Basis for this Agreement

- A. The District is responsible for collecting and treating wastewater from local sewerage systems.
- B. During wet weather events, stormwater enters local sewerage systems, increasing the volume of wastewater that the District must convey and treat, and directly enters surface waters, increasing pollution levels in those waterways and increasing the risk of flooding.
- C. Green infrastructure includes bioswales, cisterns, constructed wetlands, green roofs, native landscaping, porous pavement, rain barrels, rain gardens, soil amendments, and trees.
- D. Green infrastructure reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface water.
- E. The District's wastewater discharge permit requires the construction of new green infrastructure detention capacity.
- F. The District wants to promote the installation of green infrastructure.
- G. Bayside owns land on the west side of North Tennyson Drive, north of East Hermitage Road, (Land) and wants to install green infrastructure on the Land.

H. The Wisconsin Department of Natural Resources has made Clean Water Fund loans available to the District for the construction of green infrastructure.

### **3. Date of Agreement**

This Agreement becomes effective when signed by both parties and ends December 31, 2021, except for the annual maintenance reports required by sec. 5.C, the operation and maintenance requirements of sec. 10, and the transfer of ownership notification requirement of sec. 11.

### **4. The Green Infrastructure**

Bayside will:

A. install on the Land three bioretention basins: one with an area of 370 square feet, one with an area of 290 square feet, and one with an area 1,700 square feet, providing a total aggregated detention capacity of 19,550 gallons (Green Infrastructure);

B. complete construction before December 31, 2021;

C. install educational signage that:

(1) is either designed and provided by the District and approved by Bayside or provided by Bayside and approved by the District,

(2) is in a location approved by the District, and

(3) identifies the District as funding the Green Infrastructure, by name, logo, or both;

D. identify the District as funding the Green Infrastructure in any printed matter, web sites, and any other informational materials regarding the Green Infrastructure;

E. install all Green Infrastructure components described in the application for funding;

F. allow the District to inspect the Green Infrastructure and review maintenance records;

G. allow the District to identify Bayside and describe the Green Infrastructure in publicity regarding green infrastructure;

H. inform the District of any promotional events for the Green Infrastructure arranged by Bayside and allow the District to participate; and

I. allow the District to access the Green Infrastructure at reasonable times for promotional events arranged by the District, after notice from the District.

## 5. Reports

A. Bayside will provide to the District:

- (1) a project schedule within 30 days after this Agreement becomes effective;
- (2) monthly progress reports, describing the actions initiated and completed since the preceding report, until the completion of construction. These reports are due before the 10<sup>th</sup> day of each month, starting with the month after submission of the Green Infrastructure schedule;
- (3) plans, including planting plans, and specifications for the Green Infrastructure at least three weeks before the commencement of construction. If requested by the District, Bayside will meet with the District to discuss potential improvements;
- (4) a Baseline Report, using a template provided by the District. This report is due after the conclusion of construction. At a minimum this report will include:
  - (a) a site drawing, showing the completed green infrastructure;
  - (b) a topographic map of the project site;
  - (c) a legal description of the property where the Project is located and the parcel identification number;
  - (d) design specifications and dimensions for all green infrastructure, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
  - (e) a tabulation of the bids received, including bidder name and price;
  - (f) a list of the permits obtained for the Project;
  - (g) a copy of the signed construction contract;
  - (h) photographs of the completed Project;
  - (i) a maintenance plan;
  - (j) an itemization of all design, construction, and education and outreach costs, with supporting documentation;
  - (k) a W-9 Tax Identification Number form;
  - (l) a Small, Women's, and Minority Business Enterprise Report;
  - (m) an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the Project by Bayside, contractors, consultants, and volunteers;
  - (n) a Clean Water Fund Loan Program Disadvantaged Business Enterprise Good Faith Certification Form (EIF Form 8700-294); and
  - (o) a Clean Water Loan Program Disadvantaged Business Enterprise Subcontractor Utilization Form (EPA Form 6100-4).

B. To submit the reports required by par. (A), Bayside must use the District's web-based project management information system (e-Builder).

- C. Bayside will provide annual maintenance reports. These reports will summarize Green Infrastructure performance and maintenance activities during the preceding twelve months. This report is due December 31 of each year. The District must receive these reports for the ten calendar years following the completion of construction. Bayside will use the reporting form available from the District and submit the form as directed by the District.
- D. Bayside will provide the required reports, not a consultant or contractor.
- E. Reports that are late or incomplete may be a basis for terminating this Agreement or making Bayside ineligible for future funding.

## **6. Maintenance Covenant**

After the completion of construction, Bayside will execute a Maintenance Covenant in favor of the District. The extent of the Maintenance Covenant will be limited to the Green Infrastructure. The duration of the Maintenance Covenant will be twenty years. The District will draft and record the Maintenance Covenant.

## **7. District Funding**

- A. The District will reimburse Green Infrastructure installation costs up to \$26,433 or 50% of Green Infrastructure installation costs, whichever is less.
- B. The District will reimburse costs at the rate of \$1.76 per gallon of as-built detention capacity, except for soil amendments, which the District will reimburse at a rate of \$0.50 per gallon of detention capacity; rain barrels, which the District will reimburse at a rate of \$0.90 per gallon of detention capacity; and pavement removal, which the District will reimburse at a rate of \$0.50 per gallon of detention capacity. Pavement removal is eligible for reimbursement only if green infrastructure with an equivalent area replaces the pavement.
- C. The basis for reimbursement will be the detention capacity identified in the Baseline Report, as approved by the District.
- D. Beyond financial support for the Green Infrastructure, the District will not be involved in design, construction, maintenance, or operation.

## **8. Procedure for Payment**

- A. Along with or after the Baseline Report required by sec. 5A(4), Bayside will submit an invoice to the District for the amount to be reimbursed.
- B. The District will provide reimbursement only if:
  - (1) Bayside provides the schedule, monthly reports, and Baseline Report required by sec. 5(A);

(2) Bayside completes construction before December 31, 2021;

(3) the District receives the invoice before December 31, 2021; and

(4) Bayside executes the Maintenance Covenant after the completion of construction.

C. Bayside will invoice the District after the project is completed and Bayside has complied with all requirements of this agreement. Invoices will include: an invoice number, the dates covered by the invoice, a summary of the work performed, the Green Infrastructure Funding Agreement Number (G98004P31) and the name of the District's project manager (Andy Kaminski). To submit invoices, the Consultant will use the District's web-based project management information system (e-Builder).

## **9. Green Infrastructure Changes**

The District will not pay for green infrastructure not described in the application for funding without prior written approval from the District. Bayside must notify the District before decreasing Green Infrastructure detention capacity. The District may reduce the reimbursement amount or terminate this Agreement in response to a reduction of detention capacity.

## **10. Operation and Maintenance**

Bayside will operate and maintain the Green Infrastructure for at least twenty years. If the Green Infrastructure fails to perform as anticipated or if maintaining the Green Infrastructure is not feasible, then Bayside will provide a report to the District explaining the failure of the Green Infrastructure or why maintenance is not feasible. Failure to maintain the Green Infrastructure will make Bayside ineligible for future District funding until Bayside corrects the maintenance problems.

## **11. Transfer of Ownership or Maintenance Responsibilities**

Bayside will notify the District before transferring ownership of the Land or maintenance responsibilities for the Green Infrastructure. The District must receive this notice at least 30 days in advance.

## **12. Utilization of Disadvantaged Businesses**

Bayside will give disadvantaged business enterprises an opportunity to compete for work on this Green Infrastructure by soliciting quotes or bids from those businesses to the maximum extent possible. Disadvantaged businesses include small businesses and businesses owned by women, minorities, or veterans. The District's procurement office will provide a list of these businesses upon request.

## **13. Responsibilities of Bayside**

Bayside is solely responsible for:

- A. planning, designing, constructing, and maintaining the Green Infrastructure, including selecting and paying consultants, contractors, and suppliers;
- B. the safety of employees, contractors, and guests;
- C. compliance with all federal, state, and local laws and any permits, certificates, or licenses required to complete the Green Infrastructure; and
- D. insurance. The District will not provide any insurance coverage of any kind for the Green Infrastructure or Bayside.

#### **14. Indemnification**

Bayside will defend, indemnify, and hold harmless the District and the District's Commissioners, employees, and agents against any damages, costs, liability, and expense whatsoever, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the Green Infrastructure. Nothing in this Agreement is a waiver of the opportunity and right to rely upon the process, limitations, and immunities set forth in the Common Law or Wis. Stats., sec. 893.80.

#### **15. Modifying this Agreement**

Any modification to this Agreement will be in writing and signed by the District and Bayside.

#### **16. Terminating this Agreement**

- A. The District may terminate this Agreement at any time before the commencement of construction. After construction has commenced, the District may terminate the Agreement only for good cause, including, but not limited to, breach of this Agreement by Bayside.
- B. Bayside may terminate this Agreement at any time. However, Bayside will not receive any payment from the District if the Green Infrastructure is incomplete.

#### **17. Exclusive Agreement**

This Agreement is the entire agreement between Bayside and the District regarding reimbursement for the Green Infrastructure.

#### **18. Severability**

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

## **19. Applicable Law**

The laws of the State of Wisconsin govern this Agreement.

## **20. Resolving Disputes**

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually acceptable mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after a mediation session, then either party may take the matter to court.

## **21. Notices**

All notices and other communications related to this Agreement will be in writing and will be considered given as follows:

- A. when delivered personally to Bayside's address as stated on this Agreement; or
- B. three days after being deposited in the United States mail, with postage prepaid to the Bayside's address as stated on this Agreement.

## **22. Independence of the Parties**

This Agreement does not authorize any party to make promises binding upon the other party or to contract on the other party's behalf.

## **23. Assignment**

Bayside may not assign any rights or obligations under this Agreement without notice to the District.

## **24. Public Records**

Bayside will produce any records in the possession of Bayside that relate to this Agreement and are requested from the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. Bayside will indemnify the District against any claims, demands, and causes of action resulting from the failure to comply with this requirement. Nothing in this Agreement is a waiver of the opportunity and right to rely upon the process, limitations, and immunities set forth in the Common Law or Wis. Stats., sec. 893.80.

## **25. Conflicts**

If Bayside identifies a relationship with the District or the District's Commissioners or staff that could provide an advantage or cause a conflict of interest and if Bayside did not disclose this relationship in the application for funding, then Bayside will notify the District within five (5) days of identifying it.



**26. Signature Authority**

The persons signing this Agreement certify they have authority from the entity they represent to execute this Agreement.

**27. Inspection by the Department of Natural Resources**

Bayside will allow the Department of Natural Resources to inspect the project during construction.

**MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT**

**VILLAGE OF BAYSIDE**

By: \_\_\_\_\_  
Kevin L. Shafer, P.E.  
Executive Director

By: \_\_\_\_\_  
Andy Pederson  
Village Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Attorney for the District

Green Solutions Funding Agreement G98005P15

**Bayside Village Hall Dry Basin Expansion**

**Change Order One**

This Change Order One is between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the Village of Bayside (Bayside), 9075 North Regent Road, Bayside, Wisconsin 53217.

The District and Bayside amend **Section 4 District Funding**, the first sentence, to increase the funding amount from \$43,386 to \$93,728, an increase of \$50,342.

**4. District Funding**

The District will reimburse Bayside for the cost of the project described in the attached project description(project), up to \$93,728.

**MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT**

**VILLAGE OF BAYSIDE**

By: Karen L. Sands By: Andy Pederson  
Karen L. Sands, AICP, ENV SP Andy Pederson  
Director of Planning, Research and Village Manager  
Sustainability

Date: 5/6/19 Date: 5-2-19

Approved as to Form

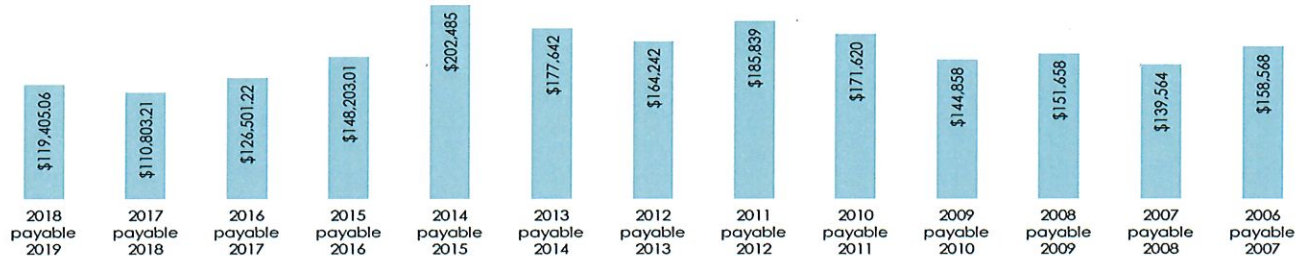
By: Dennis A. Norcia  
Attorney for the District

## Administrative Services August 2019 Report

### Activity by the Numbers

- There was a total of 210 signups for the 2019 5k event.
- The quarterly US Bank rebate in the amount of \$1,606.27 was received.

Delinquent Property Taxes by Year



### Finance and Administration Highlights

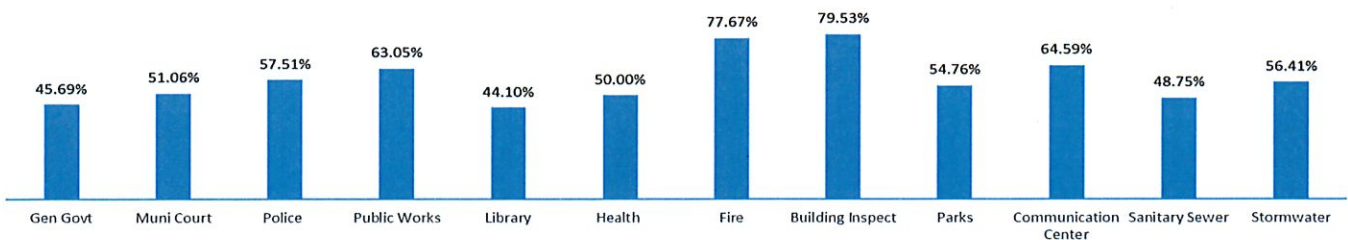
- The Department of Natural Resources 2020 Recycling grant application was completed and submitted to the DNR.
- The 2020 Community Development Block grant application was completed and submitted to Milwaukee County.
- The 2018 tax data was submitted to Milwaukee County and fund was closed out for 2018 taxes payable in 2019.

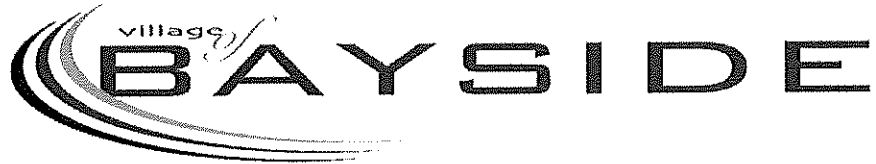
### Month Ahead

- 2020 Budget preparation.

Revenues						
	2019 YTD	2018 YTD		2019 vs. 2018	2019 Budget	Trending
General Fund	\$4,212,743.17	\$3,401,034.43		23.9%	\$4,270,196	99%
Sanitary Sewer	\$861,083.48	\$844,525.46		2.0%	\$949,050	91%
Stormwater	\$466,821.80	\$961,283.44		-51.4%	\$527,522	88%
Consolidated Dispatch	\$1,910,048.82	\$1,840,753.46		3.8%	\$2,361,618	81%
Expenditures						
	2019 YTD	2018 YTD		2019 vs. 2018	2019 Budget	Trending
General Fund	\$2,723,699.45	\$2,426,654.84		12.2%	\$4,544,092	60%
Sanitary Sewer	\$605,302.41	\$584,697.27		3.5%	\$1,241,658	49%
Stormwater	\$297,595.82	\$415,868.85		-28.4%	\$527,522	56%
Consolidated Dispatch	\$1,546,179.01	\$1,588,306.75		-2.7%	\$2,394,003	65%

Percentage of 2019 Budget Spent





**AUGUST 2019**

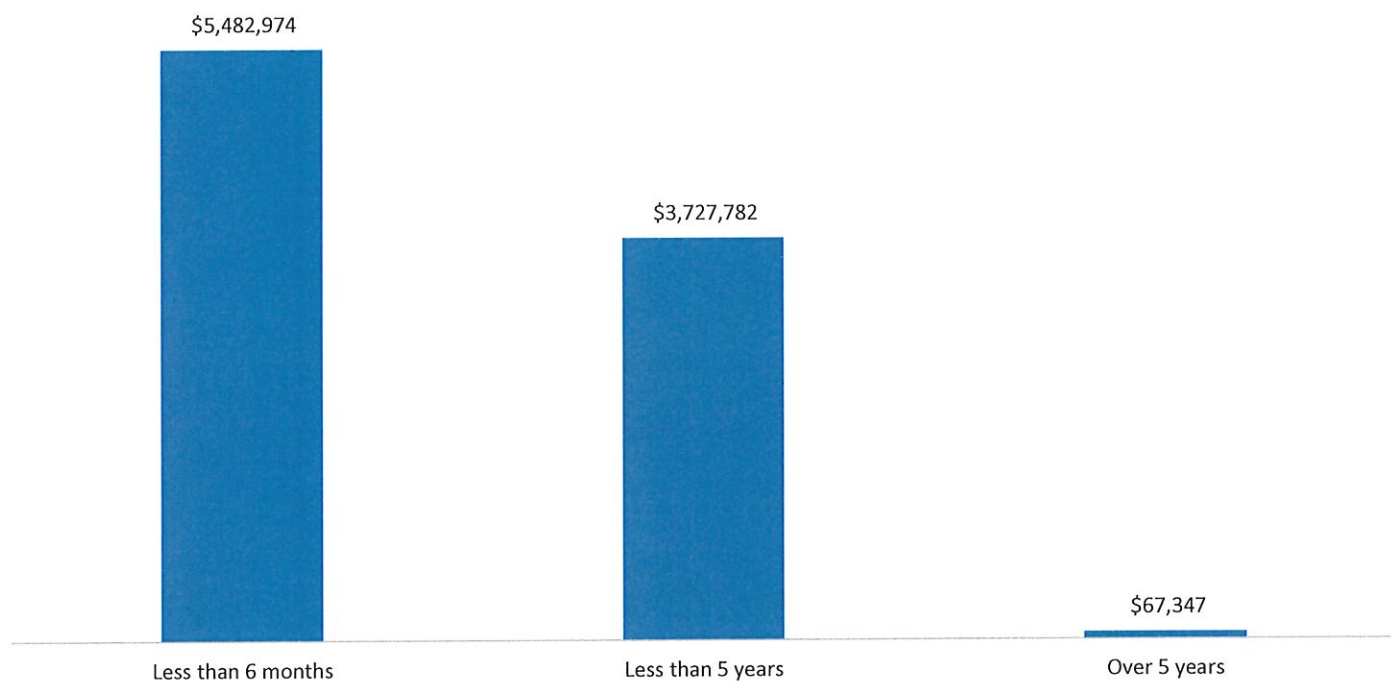
**FINANCIAL STATEMENT  
and  
INVESTMENT REPORT**

Village of Bayside  
Monthly Investment returns

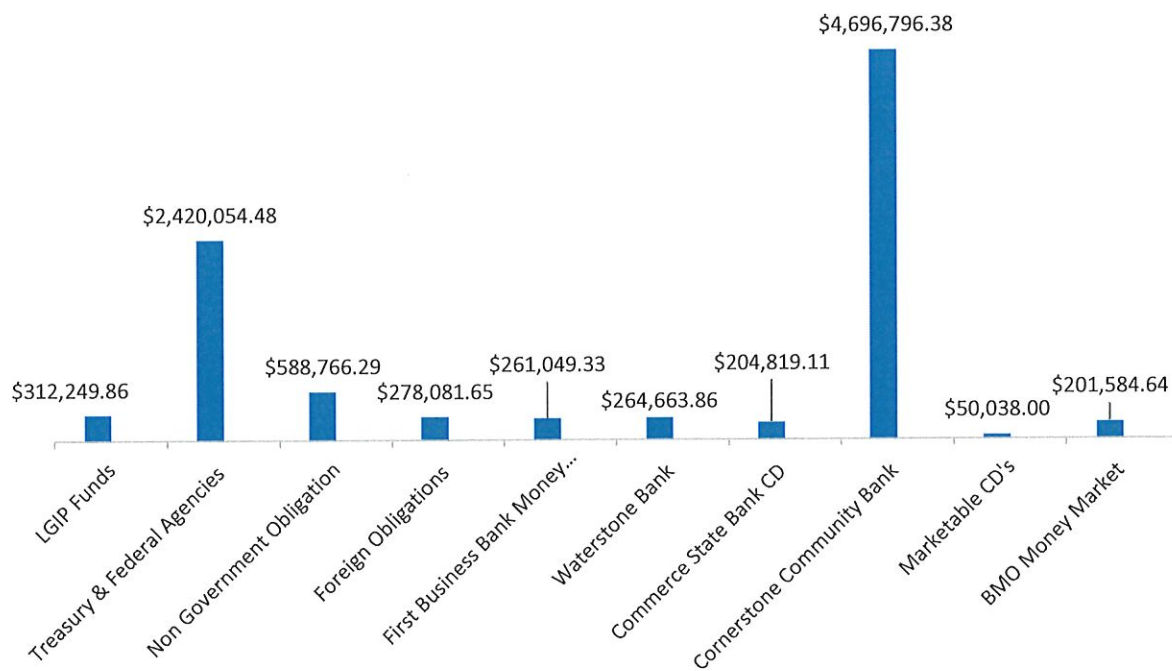
2019

	January EOM Balance	Interest Income	Interest Rate	February EOM Balance	Interest Income	Interest Rate	March EOM Balance	Interest Income	Interest Rate
Cornerstone Community Bank	709,749.68		0.00%	222,096.98		0.00%	606,801.45		0.00%
CWFL Reserve	31,952.54	67.70	2.50%	32,013.82	61.28	2.50%	32,077.41	63.59	2.50%
Money Market	131,191.47	277.97	2.50%	131,443.07	251.60	2.50%	131,704.16	261.09	2.50%
Investment Portfolio	8,300,522.46	20,729.61	2.50%	6,398,468.14	16,099.97	2.50%	6,399,292.44	20,729.61	2.50%
Fees	-	-	-	-	-	-	-	-	-
First Business Bank	259,273.98	263.98	0.88%	259,512.65	238.67	1.21%	259,760.08	247.43	1.21%
Fees	-	-	-	-	-	-	-	-	-
Waterstone Bank									
Fees	-	-	-	-	-	-	-	-	-
Municipal Checking	417,324.14	30.33	0.10%	12,433.30	22.73	0.10%	26,554.05	1.20	0.10%
Money Market	10,026.03	0.85	0.10%	10,026.80	0.77	0.10%	10,027.65	0.85	0.10%
CD-23 month	249,764.64	522.86	2.25%	250,288.60	523.96	2.25%	250,762.85	474.25	2.25%
Commerce State Bank CD	201,944.66		2.11%	201,944.66		2.11%	204,819.11		2.70%
LGIP General	307,905.60	644.76	2.47%	308,485.77	580.17	2.47%	309,133.95	648.18	2.47%
LGIP Sewer	4.34	0.01	2.47%	4.35	0.01	2.47%	4.36	0.01	2.47%
LGIP Road Reserve	10.00	0.02	2.47%	10.02	0.02	2.47%	10.04	0.02	2.47%
Trust Investment	3,449,512.24	6,015.59	1.91%	3,453,973.66	16,117.58	1.91%	3,472,780.17	6,161.00	1.91%
Fees		(417.95)			(831.16)			(399.88)	
Non Cash Asset Transaction fee		(229.81)			(661.45)			(152.80)	
Total Investment portfolio	\$ 14,069,181.78	\$ 27,905.92	1.71%	\$ 11,280,701.82	\$ 32,404.15	1.74%	\$ 11,703,727.72	\$ 28,034.55	1.78%
	April EOM Balance	Interest Income	Interest Rate	May EOM Balance	Interest Income	Interest Rate	June EOM Balance	Interest Income	Interest Rate
Cornerstone Community Bank	231,220.70		0.00%	457,939.66		0.00%	198,242.76		0.00%
CWFL Reserve	32,147.72	70.31	2.50%	32,215.98	68.26	2.50%	32,277.76	61.78	2.50%
Money Market	131,992.83	288.67	2.50%	132,273.09	280.26	2.50%	132,526.76	253.67	2.50%
Investment Portfolio	5,464,878.19	13,155.92	2.50%	5,401,483.06	11,610.16	2.50%	4,223,865.61	10,339.33	2.50%
Fees	-	-	-	-	-	-	-	-	-
First Business Bank	260,033.36	273.28	1.21%	260,298.38	265.02	1.21%	260,538.00	239.62	1.21%
Fees	-	-	-	-	-	-	-	-	-
Waterstone Bank									
Fees	-	-	-	-	-	-	-	-	-
Municipal Checking	35,217.50	2.76	0.10%	49,104.96	5.36	0.10%	49,110.99	6.03	0.10%
Money Market	10,028.47	0.82	0.10%	10,029.32	0.85	0.10%	10,030.15	0.83	0.10%
CD-23 month	251,288.90	526.05	2.25%	251,288.90	510.15	2.25%	252,327.28	528.23	2.25%
Commerce State Bank CD	204,819.11		2.70%	204,819.11		2.70%	204,819.11		2.70%
LGIP General	309,766.47	632.52	2.49%	310,412.31	645.84	2.49%	311,044.94	618.14	2.42%
LGIP Sewer	4.37	0.01	2.49%	4.38	0.01	2.49%	4.38	0.01	2.42%
LGIP Road Reserve	10.06	0.02	2.49%	10.08	0.02	2.49%	10.08	0.02	2.42%
Trust Investment	3,478,873.12	7,616.08	2.13%	3,498,575.08	9,300.13	2.13%	3,515,220.64	6,176.75	2.02%
Fees		(401.65)			(396.86)			(422.50)	
Non Cash Asset Transaction fee		(188.46)			(438.01)			(718.80)	
Total Investment portfolio	\$ 10,410,280.80	\$ 21,976.33	1.80%	\$ 10,608,454.31	\$ 21,851.19	1.80%	\$ 9,190,018.46	\$ 17,083.11	1.78%
	July EOM Balance	Interest Income	Interest Rate	August EOM Balance	Interest Income	Interest Rate	Annualized Return Average		
Cornerstone Community Bank	425,559.19		0.00%	142,688.41		0.00%	0.00%		
CWFL Reserve	32,349.16	71.40	2.50%	32,412.69	63.53	2.50%	2.50%		
Money Market	132,819.92	293.16	2.50%	133,080.76	260.84	2.50%	2.50%		
Investment Portfolio	5,765,563.53	9,675.42	2.47%	4,388,614.52	10,311.28	2.42%	2.49%		
Fees	-	-	-	-	-	-	-		
First Business Bank	260,820.66	282.66	1.21%	261,049.33	228.67	1.07%	1.15%		
Fees	-	-	-	-	-	-	-		
Waterstone Bank									
Fees	-	-	-	-	-	-	-		
Municipal Checking	1,262.07	5.23	0.10%	1,262.07	2.00	0.10%	0.10%		
Money Market	10,031.00	0.85	0.10%	10,031.85	0.85	0.10%	0.10%		
CD-23 month	252,839.54	512.26	2.25%	253,369.94	530.40	2.25%	2.25%		
Commerce State Bank CD	204,819.11	-	2.70%	204,819.11	-	2.70%	2.55%		
LGIP General	311,660.36	629.91	2.38%	312,235.31	574.94	2.17%	2.42%		
LGIP Sewer	4.40	0.01	2.38%	4.41	0.01	2.17%	2.42%		
LGIP Road Reserve	10.12	0.02	2.38%	10.14	0.02	2.17%	2.42%		
Trust Investment	3,515,483.90	6,361.97	2.03%	3,538,525.06	6,426.07	2.07%	2.01%		
Fees		(430.56)			(419.56)				
Non Cash Asset Transaction fee		(415.33)			(157.76)				
Total Investment portfolio	\$ 10,913,222.96	\$ 16,987.00	1.77%	\$ 9,278,103.60	\$ 17,821.29	1.71%	1.76%		

### Investment Portfolio by Maturity Date



### Summary of Investment Types



VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>TAXES</u>					
10-41100 PROPERTY TAXES	457,541.44	3,105,389.00	3,105,289.00	100.00-	100.0
10-41300 INTEREST ON DELINQUENT TAXES	1.90	12,996.39	12,000.00	996.39-	108.3
10-41500 PAYMENT IN LIEU OF TAXES	.00	33,785.70	42,378.00	8,592.30	79.7
<b>TOTAL TAXES</b>	<b>457,543.34</b>	<b>3,152,171.09</b>	<b>3,159,667.00</b>	<b>7,495.91</b>	<b>99.8</b>
<u>INTERGOVERNMENTAL</u>					
10-43210 COMMUNITY DEVELOPMENT BLOC	.00	.00	5,598.00	5,598.00	.0
10-43225 PUBLIC SAFETY COMMUNICATION	.00	94,099.00	94,099.00	.00	100.0
10-43410 STATE SHARED REVENUES	.00	9,048.89	60,324.00	51,275.11	15.0
10-43510 RECYCLING GRANT	.00	25,679.27	25,634.00	45.27-	100.2
10-43520 STATE FIRE INSURANCE	.00	22,223.11	.00	22,223.11-	.0
10-43530 EXEMPT COMPUTER AID	.00	15,159.62	14,801.00	358.62-	102.4
10-43540 STATE TRANSPORTATION AIDS	.00	277,580.19	402,837.00	125,256.81	68.9
10-43545 ST 32 HIGHWAY AIDS	.00	12,634.29	16,873.00	4,238.71	74.9
10-43555 INTERGOVERNMENTAL GRANT	.00	3,580.00	.00	3,580.00-	.0
10-43600 EXPENDITURE RESTRAINT	.00	79,998.00	79,998.00	.00	100.0
<b>TOTAL INTERGOVERNMENTAL</b>	<b>.00</b>	<b>540,002.37</b>	<b>700,164.00</b>	<b>160,161.63</b>	<b>77.1</b>
<u>LICENSES &amp; PERMITS</u>					
10-44100 OPERATORS LICENSE	110.00	1,155.00	1,000.00	155.00-	115.5
10-44120 LIQUOR LICENSE	.00	3,000.00	3,000.00	.00	100.0
10-44140 CIGARETTE LICENSE	.00	300.00	300.00	.00	100.0
10-44210 BICYCLE LICENSE	.00	20.00	.00	20.00-	.0
10-44220 ANIMAL LICENSES	.00	1,348.38	1,500.00	151.62	89.9
10-44300 CABLE FRANCHISE FEES	12,478.18	55,886.45	74,000.00	18,113.55	75.5
10-44415 ARC APPLICATION FEES	180.00	1,500.00	2,580.00	1,080.00	58.1
10-44420 OCCUPANCY PERMITS	.00	100.00	140.00	40.00	71.4
10-44435 TRANSIENT MERCHANT PERMIT	.00	520.00	300.00	220.00-	173.3
10-44460 BUILDING PERMITS	5,551.00	61,593.03	52,000.00	9,593.03-	118.5
10-44480 VACANT PROPERTY FEE	750.00	1,500.00	.00	1,500.00-	.0
10-44495 EXCAVATION/RIGHT OF WAY/PRIVL	2,700.00	16,642.50	8,700.00	7,942.50-	191.3
10-44520 HOME OCCUPATION FEES	.00	150.00	.00	150.00-	.0
10-44525 FILL PERMIT	1,600.00	1,600.00	.00	1,600.00-	.0
10-44530 RUMMAGE SALE PERMITS	20.00	170.00	220.00	50.00	77.3
10-44535 DUMPSTER PERMITS	300.00	730.00	60.00	670.00-	1216.7
10-44540 SIGN PERMITS	.00	675.00	700.00	25.00	96.4
10-44550 CONDITIONAL USE APPLICATION	.00	900.00	300.00	600.00-	300.0
10-44555 BOARD OF ZONING APPEALS FEES	.00	500.00	.00	500.00-	.0
10-44560 TREE PROGRAM	1,600.00	6,900.00	5,000.00	1,900.00-	138.0
10-44570 SPECIAL EVENT PERMITS	150.00	300.00	250.00	50.00-	120.0
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>25,439.18</b>	<b>155,490.36</b>	<b>150,050.00</b>	<b>5,440.36-</b>	<b>103.6</b>

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>FINES &amp; FORFEITURES</u>					
10-45100 FINES & FORFEITURES	9,251.79	50,893.26	65,000.00	14,106.74	78.3
10-45120 COURT SERVICE FEE	.00	25.00	.00	25.00-	.0
10-45125 MISC SERVICE FEE-NOTARY/FINGER	.50	54.50	625.00	570.50	8.7
TOTAL FINES & FORFEITURES	9,252.29	50,972.76	65,625.00	14,652.24	77.7
<u>PUBLIC CHARGES FOR SERVICES</u>					
10-46110 PROPERTY STATUS REVENUE	640.00	4,380.00	2,000.00	2,380.00-	219.0
10-46120 PUBLICATION FEES	.00	175.00	175.00	.00	100.0
10-46130 DATA SALES	24.80	670.55	500.00	170.55-	134.1
10-46310 SPECIAL PICKUPS	1,430.00	6,910.00	8,000.00	1,090.00	86.4
10-46315 MULCH DELIVERIES	1,470.00	6,061.00	5,500.00	561.00-	110.2
10-46320 GARBAGE & RECYCLING	260.00	2,360.00	2,600.00	240.00	90.8
10-46330 WELL PERMIT/ABANDONMENT FEES	.00	75.00	.00	75.00-	.0
10-46400 EQUIPMENT RENTAL- SEWER FUND	.00	17,500.00	17,500.00	.00	100.0
10-46415 EQUIPMENT RENTAL- STORMWATER	.00	17,500.00	17,500.00	.00	100.0
10-46710 PARK FACILITY RENTAL & PROGRA	80.00	863.50	770.00	93.50-	112.1
10-46715 PUBLIC WORKS SERVICE REVENUE	79.00	1,472.00	285.00	1,187.00-	516.5
TOTAL PUBLIC CHARGES FOR SERVI	3,983.80	57,967.05	54,830.00	3,137.05-	105.7
<u>MISCELLANEOUS REVENUE</u>					
10-48100 INTEREST	18,279.82	169,274.29	130,000.00	39,274.29-	130.2
10-48110 UNREALIZED GAIN/LOSS	16,349.34	40,145.20	.00	40,145.20-	.0
10-48120 REALIZED GAIN/LOSS	685.31	15,534.31	.00	15,534.31-	.0
10-48200 MISCELLANEOUS REVENUE	28.23	1,533.49	500.00	1,033.49-	306.7
10-48210 COPIES	.00	163.17	600.00	436.83	27.2
10-48220 FALSE ALARM FEES	50.00	3,125.00	1,200.00	1,925.00-	260.4
10-48230 RECYCLING PROCEEDS	31.52	1,056.62	2,060.00	1,003.38	51.3
10-48260 INSURANCE AWARDS/DIVIDENDS	1,606.27	25,268.96	.00	25,268.96-	.0
10-48310 EQUIPMENT SALE PROCEEDS	.00	38.50	5,500.00	5,461.50	.7
TOTAL MISCELLANEOUS REVENUE	37,030.49	256,139.54	139,860.00	116,279.54-	183.1
TOTAL FUND REVENUE	533,249.10	4,212,743.17	4,270,196.00	57,452.83	98.7



VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>GENERAL GOVERNMENT</u>					
10-51000-110 WAGES FT	29,525.27	148,646.99	232,225.00	83,578.01	64.0
10-51000-117 HEALTH INSURANCE BUYOUT	175.00	1,295.89	2,400.00	1,104.11	54.0
10-51000-119 DENTAL INSURANCE BUYOUT	11.32	122.49	109.00	-13.49	112.4
10-51000-120 TRUSTEE WAGES	700.00	5,600.00	8,400.00	2,800.00	66.7
10-51000-125 ELECTION WAGES	.00	1,947.13	3,500.00	1,552.87	55.6
10-51000-130 ELECTIONS SUPPLIES	.00	11,445.43	13,900.00	2,454.57	82.3
10-51000-150 WISCONSIN RETIREMENT SYSTEM	1,930.62	9,738.73	15,571.00	5,832.27	62.5
10-51000-151 SOCIAL SECURITY	2,218.94	11,813.50	20,589.00	8,775.50	57.4
10-51000-152 LIFE INSURANCE	74.21	781.50	1,049.00	267.50	74.5
10-51000-153 HEALTH INSURANCE	2,209.87	19,044.90	25,781.00	6,736.10	73.9
10-51000-154 DENTAL INSURANCE	50.58	396.35	1,033.00	636.65	38.4
10-51000-180 RECRUITMENT	.00	6,192.50	6,702.00	509.50	92.4
10-51000-208 LEGAL SERVICES-MISC	1,360.00	769.50	2,000.00	1,230.50	38.5
10-51000-210 CONTRACTUAL SERVICES	587.54	5,455.25	13,000.00	7,544.75	42.0
10-51000-211 LEGAL COUNSEL - CONTRACTED	4,929.58	29,597.94	58,003.00	28,405.06	51.0
10-51000-213 LEGAL COUNSEL-PERSONNEL	237.00	414.00	1,000.00	586.00	41.4
10-51000-214 AUDIT SERVICES	.00	15,836.43	18,063.00	2,226.57	87.7
10-51000-217 PUBLIC HEALTH SERVICES	.00	14,041.50	28,083.00	14,041.50	50.0
10-51000-219 ASSESSOR SERVICES	.00	32,000.00	32,000.00	.00	100.0
10-51000-221 TELECOMMUNICATIONS	376.29	1,707.17	3,000.00	1,292.83	56.9
10-51000-225 COMPUTER SUPPORT	.00	545.05	1,000.00	454.95	54.5
10-51000-226 BENEFIT ADMINISTRATIVE FEES	52.00	1,337.07	1,360.00	22.93	98.3
10-51000-229 BANKING FEES	419.56	3,302.17	4,200.00	897.83	78.6
10-51000-230 MATERIALS & SUPPLIES	477.26	1,154.33	1,798.00	643.67	64.2
10-51000-238 FINANCIAL ADVISING SERVICES	.00	.00	6,000.00	6,000.00	.0
10-51000-300 ADMINISTRATIVE	.00	215.00	800.00	585.00	26.9
10-51000-310 OFFICE SUPPLIES	300.75	2,361.06	4,000.00	1,638.94	59.0
10-51000-311 POSTAGE	.00	1,000.00	2,700.00	1,700.00	37.0
10-51000-321 DUES & SUBSCRIPTIONS	1,530.00	3,829.00	4,000.00	171.00	95.7
10-51000-322 TRAINING, SAFETY & CERTS	189.61	5,313.97	11,500.00	6,186.03	46.2
10-51000-323 WELLNESS	.00	.00	1,000.00	1,000.00	.0
10-51000-324 PUBLICATIONS/PRINTING	.00	56.44	100.00	43.56	56.4
10-51000-350 EQUIPMENT REPLACEMENT	.00	.00	218,800.00	218,800.00	.0
10-51000-390 PUBLIC RELATIONS	.00	27.21	.00	-27.21	.0
10-51000-500 CONTINGENCY	.00	.00	50,000.00	50,000.00	.0
10-51000-509 POLLUTION LIABILITY	.00	.00	904.00	904.00	.0
10-51000-510 GENERAL LIABILITY	.00	14,941.94	21,562.00	6,620.06	69.3
10-51000-511 AUTO LIABILITY	.00	12,349.60	19,096.00	6,746.40	64.7
10-51000-512 BOILER INSURANCE	.00	669.00	779.00	110.00	85.9
10-51000-513 WORKERS COMPENSATION	.00	44,633.32	59,859.00	15,225.68	74.6
10-51000-515 COMMERCIAL CRIME POLICY	.00	1,031.00	1,865.00	834.00	55.3
10-51000-516 PROPERTY INSURANCE	.00	4,113.99	8,130.00	4,016.01	50.6
10-51000-517 PUBLIC OFFICIAL BONDS	.00	7,721.76	12,454.00	4,732.24	62.0
10-51000-520 TAX REFUNDS/UNCOLLECTIBLES	.00	2.96	.00	-2.96	.0
10-51000-591 MUNICIPAL CODE	.00	1,199.64	4,000.00	2,800.36	30.0
<b>TOTAL GENERAL GOVERNMENT</b>	<b>44,635.40</b>	<b>422,651.71</b>	<b>922,315.00</b>	<b>499,663.29</b>	<b>45.8</b>

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>MUNICIPAL COURT</u>					
10-51200-113 JUDGE FEES	.00	1,800.00	3,600.00	1,800.00	50.0
10-51200-151 SOCIAL SECURITY	.00	137.70	.00	-137.70	.0
10-51200-208 SPECIAL PROSECUTORIAL SERVICES	18.50	592.00	4,841.30	4,249.30	12.2
10-51200-210 CONTRACTUAL SERVICES	1,633.60	15,918.32	35,679.00	19,760.68	44.6
10-51200-211 LEGAL COUNSEL-CONTRACTED	1,977.13	15,741.42	23,660.00	7,918.58	66.5
10-51200-321 DUES & SUBSCRIPTIONS	.00	100.00	100.00	.00	100.0
10-51200-325 JUDICIAL EDUCATION	.00	758.70	758.70	.00	100.0
TOTAL MUNICIPAL COURT	3,629.23	35,048.14	68,639.00	33,590.86	51.1
<u>POLICE</u>					
10-52100-110 WAGES FT	113,269.80	615,346.12	956,287.00	340,940.88	64.4
10-52100-111 OVERTIME	4,717.12	16,523.90	40,000.00	23,476.10	41.3
10-52100-112 WAGES PT	2,479.95	12,142.57	20,065.00	7,922.43	60.5
10-52100-116 HOLIDAY PAY	.00	.00	29,310.00	29,310.00	.0
10-52100-117 HEALTH INSURANCE BUYOUT	.00	1,000.00	3,000.00	2,000.00	33.3
10-52100-118 SHIFT DIFFERENTIAL PAY	450.00	4,157.00	2,000.00	-2,157.00	207.9
10-52100-119 DENTAL INSURANCE BUYOUT	18.88	132.89	91.00	-41.89	146.0
10-52100-150 WISCONSIN RETIREMENT SYSTEM	11,245.30	59,580.44	98,182.00	38,601.56	60.7
10-52100-151 SOCIAL SECURITY	9,096.63	49,128.09	80,880.00	31,751.91	60.7
10-52100-152 LIFE INSURANCE	65.28	534.40	817.00	282.60	65.4
10-52100-153 HEALTH INSURANCE	9,623.87	94,479.67	195,421.00	100,941.33	48.4
10-52100-154 DENTAL INSURANCE	127.79	1,353.09	3,888.00	2,534.91	34.8
10-52100-180 RECRUITMENT	.00	803.50	803.50	.00	100.0
10-52100-209 HOUSE OF CORRECTION FEES	.00	128.49	360.00	231.51	35.7
10-52100-210 CONTRACTUAL SERVICES	595.92	17,858.32	42,292.00	24,433.68	42.2
10-52100-213 LEGAL COUNSEL-PERSONNEL	295.00	1,295.00	1,649.00	354.00	78.5
10-52100-215 MADACC	.00	1,115.13	1,160.00	44.87	96.1
10-52100-221 TELECOMMUNICATIONS	1,055.11	4,282.60	5,196.00	913.40	82.4
10-52100-225 COMPUTER SUPPORT SERVICES	.00	34.13	5,000.00	4,965.87	.7
10-52100-230 MATERIALS & SUPPLIES	315.14	2,988.18	6,025.29	3,037.11	49.6
10-52100-231 FLEET MAINTENANCE	347.72	5,313.08	8,000.00	2,686.92	66.4
10-52100-310 OFFICE SUPPLIES	32.35	519.14	1,200.00	680.86	43.3
10-52100-311 POSTAGE	.00	419.92	500.00	80.08	84.0
10-52100-321 DUES & SUBSCRIPTIONS	.00	969.00	1,260.00	291.00	76.9
10-52100-322 TRAINING, SAFETY & CERTIFICATI	2,332.23	11,259.51	12,449.50	1,189.99	90.4
10-52100-323 AMMUNITION	.00	360.00	1,560.00	1,200.00	23.1
10-52100-330 UNIFORM SUPPLIES	1,455.75	4,354.67	7,150.00	2,795.33	60.9
10-52100-333 MEDICAL SUPPLIES	.00	527.86	528.71	.85	99.8
10-52100-340 FUEL MAINTENANCE	2,047.27	12,618.36	24,000.00	11,381.64	52.6
10-52100-350 EQUIPMENT REPLACEMENT	.00	3,399.00	3,399.00	.00	100.0
10-52100-390 EMPLOYEE RECOGNITION	.00	39.24	100.00	60.76	39.2
10-52100-518 POLICE PROFESSIONAL LIABILITY	.00	9,834.78	15,862.00	6,027.22	62.0
10-52100-519 GASB 45 OBLIGATIONS	.00	.00	52,904.00	52,904.00	.0
TOTAL POLICE	159,571.11	932,498.08	1,621,340.00	688,841.92	57.5

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
	<u>DEPARTMENT 52200</u>					
10-52200-224	NORTH SHORE FIRE DEPARTMENT	.00	624,483.00	832,645.00	208,162.00	75.0
10-52200-376	FIRE INSURANCE DUES	.00	22,223.11	.00	-22,223.11	.0
	TOTAL DEPARTMENT 52200	.00	646,706.11	832,645.00	185,938.89	77.7
	<u>BUILDING INSPECTION</u>					
10-52400-110	WAGES FT	.00	20,000.00	20,000.00	.00	100.0
10-52400-250	BUILDING INSPECTIONS	3,177.35	30,623.90	43,650.00	13,026.10	70.2
	TOTAL BUILDING INSPECTION	3,177.35	50,623.90	63,650.00	13,026.10	79.5

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>DEPARTMENT OF PUBLIC WORKS</u>					
10-53000-110 WAGES FT	25,834.64	193,336.71	260,715.00	67,378.29	74.2
10-53000-111 OVERTIME	.00	5,220.18	5,006.00	-214.18	104.3
10-53000-112 WAGES PT	5,640.48	24,469.79	51,669.00	27,199.21	47.4
10-53000-117 HEALTH INSURANCE BUYOUT	.00	.00	1,400.00	1,400.00	.0
10-53000-119 DENTAL INSURANCE BUYOUT	.00	.00	152.00	152.00	.0
10-53000-150 WISCONSIN RETIREMENT SYSTEM	1,796.02	12,333.24	20,455.00	8,121.76	60.3
10-53000-151 SOCIAL SECURITY	2,326.65	14,484.94	25,275.00	10,790.06	57.3
10-53000-152 LIFE INSURANCE	48.42	466.50	575.00	108.50	81.1
10-53000-153 HEALTH INSURANCE	6,152.65	66,263.06	82,050.00	15,786.94	80.8
10-53000-154 DENTAL INSURANCE	122.44	1,318.36	1,631.00	312.64	80.8
10-53000-180 RECRUITMENT	256.21	306.16	225.00	-81.16	136.1
10-53000-200 FACILITY MAINTENANCE & SUPPLIE	886.65	8,443.01	24,000.00	15,556.99	35.2
10-53000-201 CLEANING & JANITORIAL SERVICES	581.74	6,572.68	11,500.00	4,927.32	57.2
10-53000-202 HVAC MAINTENANCE	.00	1,250.00	4,200.00	2,950.00	29.8
10-53000-210 CONTRACTUAL SERVICES	4,549.63	19,738.90	33,933.00	14,194.10	58.2
10-53000-220 UTILITIES	4,226.56	32,263.12	54,500.75	22,237.63	59.2
10-53000-221 TELECOMMUNICATIONS	369.37	1,533.99	3,749.00	2,215.01	40.9
10-53000-230 MATERIALS & SUPPLIES	236.93	1,573.45	4,991.00	3,417.55	31.5
10-53000-231 FLEET MAINTENANCE	797.47	10,283.40	35,600.00	25,316.60	28.9
10-53000-233 TOOLS	95.70	423.44	2,500.00	2,076.56	16.9
10-53000-310 OFFICE SUPPLIES	32.35	58.53	150.00	91.47	39.0
10-53000-321 DUES & SUBSCRIPTIONS	.00	215.00	1,035.00	820.00	20.8
10-53000-322 TRAINING, SAFETY & CERTIFICATI	.00	434.85	4,000.00	3,565.15	10.9
10-53000-330 UNIFORM SUPPLIES	89.66	830.19	2,000.00	1,169.81	41.5
10-53000-334 WINTER OPERATIONS	.00	19,786.44	33,966.00	14,179.56	58.3
10-53000-340 FUEL MAINTENANCE	6,744.12	10,452.30	26,775.00	16,322.70	39.0
10-53000-350 EQUIPMENT REPLACEMENT	1,378.00	1,378.00	2,935.00	1,557.00	47.0
10-53000-360 EQUIPMENT RENTAL	.00	5,700.00	6,700.00	1,000.00	85.1
10-53000-370 TIPPING FEES	134.29	27,854.05	57,000.00	29,145.95	48.9
10-53000-377 YARD WASTE TUB GRINDING	.00	.00	7,400.00	7,400.00	.0
10-53000-390 PUBLIC RELATIONS	.00	159.00	159.00	.00	100.0
10-53000-400 STREET MAINTENANCE	.00	.00	7,700.00	7,700.00	.0
10-53000-450 SIGNAGE	.00	712.53	2,000.00	1,287.47	35.6
10-53000-460 FORESTRY & LANDSCAPING	392.46	8,960.76	10,000.00	1,039.24	89.6
10-53000-465 TREE DISEASE MITIGATION	13,014.00	50,110.25	49,749.25	-361.00	100.7
TOTAL DEPARTMENT OF PUBLIC WO	75,706.44	526,932.83	835,696.00	308,763.17	63.1
<u>DEPARTMENT 55100</u>					
10-55100-227 NORTH SHORE LIBRARY	.00	68,645.39	155,663.00	87,017.61	44.1
TOTAL DEPARTMENT 55100	.00	68,645.39	155,663.00	87,017.61	44.1

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PARKS</u>					
10-55200-110 WAGES FT	600.00	3,380.00	5,200.00	1,820.00	65.0
10-55200-151 SOCIAL SECURITY	45.90	258.57	398.00	139.43	65.0
10-55200-230 MATERIALS & SUPPLIES	356.32	658.72	2,000.00	1,341.28	32.9
10-55200-435 BASEBALL FIELD	.00	.00	250.00	250.00	.0
TOTAL PARKS	1,002.22	4,297.29	7,848.00	3,550.71	54.8
<u>DEPARTMENT 59240</u>					
10-59240-900 TRANSFER OUT	.00	36,296.00	36,296.00	.00	100.0
TOTAL DEPARTMENT 59240	.00	36,296.00	36,296.00	.00	100.0
TOTAL FUND EXPENDITURES	287,721.75	2,723,699.45	4,544,092.00	1,820,392.55	59.9
NET REVENUE OVER EXPENDITURES	245,527.35	1,489,043.72	273,896.00-	-1,762,939.72	543.7

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

SANITARY SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PUBLIC CHARGES FOR SERVICES</u>					
20-46410 RESIDENTIAL SEWER	6,776.00	772,948.00	776,820.00	3,872.00	99.5
20-46420 COMMERCIAL SEWER	922.66	52,884.92	138,000.00	85,115.08	38.3
20-46425 POLICE LEASE REVENUE	.00	34,230.00	34,230.00	.00	100.0
TOTAL PUBLIC CHARGES FOR SERVI	7,698.66	860,062.92	949,050.00	88,987.08	90.6
<u>MISCELLANEOUS REVENUE</u>					
20-48100 INTEREST	118.78	1,020.56	.00	-1,020.56	.0
TOTAL MISCELLANEOUS REVENUE	118.78	1,020.56	.00	-1,020.56	.0
TOTAL FUND REVENUE	7,817.44	861,083.48	949,050.00	87,966.52	90.7

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

SANITARY SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>GENERAL SEWER</u>					
20-51000-110 WAGES FT	7,189.29	68,443.27	143,021.00	74,577.73	47.9
20-51000-111 OVERTIME	.00	85.86	244.00	158.14	35.2
20-51000-117 HEALTH INSURANCE BUYOUT	37.50	266.65	850.00	583.35	31.4
20-51000-119 DENTAL INSURANCE BUYOUT	3.78	28.91	47.00	18.09	61.5
20-51000-150 WISCONSIN RETIREMENT SYSTEM	345.81	2,868.48	9,427.00	6,558.52	30.4
20-51000-151 SOCIAL SECURITY	541.44	3,429.89	11,078.00	7,648.11	31.0
20-51000-152 LIFE INSURANCE	8.47	119.18	279.00	159.82	42.7
20-51000-153 HEALTH INSURANCE	595.91	6,443.11	22,083.00	15,639.89	29.2
20-51000-154 DENTAL INSURANCE	12.24	129.30	616.00	486.70	21.0
20-51000-180 RECRUITMENT	9,083.09	9,112.59	60.00	-9,052.59	15187.7
20-51000-210 CONTRACTUAL SERVICES	560.00	133,574.90	262,540.00	128,965.10	50.9
20-51000-214 AUDIT SERVICES	.00	3,068.56	3,500.00	431.44	87.7
20-51000-216 ENGINEERING	35,069.46	64,742.89	82,733.00	17,990.11	78.3
20-51000-220 UTILITIES	667.82	3,702.40	7,000.00	3,297.60	52.9
20-51000-221 TELECOMMUNICATIONS	7.57	47.20	360.00	312.80	13.1
20-51000-226 BENEFIT ADMINISTRATIVE FEES	6.50	66.11	170.00	103.89	38.9
20-51000-230 MATERIALS & SUPPLIES	.00	481.34	3,000.00	2,518.66	16.0
20-51000-231 FLEET MAINTENANCE	.00	97.00	1,000.00	903.00	9.7
20-51000-232 LIFT STATION MAINTENANCE	.00	3,300.00	14,550.00	11,250.00	22.7
20-51000-233 TOOLS	.00	804.87	3,500.00	2,695.13	23.0
20-51000-234 DIGGERS HOTLINE	786.25	1,217.30	2,070.00	852.70	58.8
20-51000-311 POSTAGE	.00	400.00	400.00	.00	100.0
20-51000-322 TRAINING, SAFETY & CERTIFICATI	.00	2,113.59	3,000.00	886.41	70.5
20-51000-340 FUEL MAINTENANCE	.00	3,200.00	3,200.00	.00	100.0
20-51000-350 EQUIPMENT REPLACEMENT	.00	9,116.68	9,118.00	1.32	100.0
20-51000-360 EQUIPMENT RENTAL-GENENERAL FU	.00	17,500.00	17,500.00	.00	100.0
20-51000-510 GENERAL LIABILITY INSURANCE	.00	1,736.07	2,800.00	1,063.93	62.0
20-51000-513 WORKERS COMPENSATION	.00	1,553.65	1,916.00	362.35	81.1
20-51000-515 COMMERCIAL CRIME POLICY	.00	144.00	144.00	.00	100.0
20-51000-516 PROPERTY INSURANCE	.00	1,146.88	3,194.00	2,047.12	35.9
20-51000-801 CAPITAL PROJECTS	7,516.40	201,567.05	318,500.00	116,932.95	63.3
<b>TOTAL GENERAL SEWER</b>	<b>62,431.53</b>	<b>540,507.73</b>	<b>927,900.00</b>	<b>387,392.27</b>	<b>58.3</b>
<u>DEPRECIATION</u>					
20-53000-700 DEPRECIATION	.00	.00	3,138.00	3,138.00	.0
<b>TOTAL DEPRECIATION</b>	<b>.00</b>	<b>.00</b>	<b>3,138.00</b>	<b>3,138.00</b>	<b>.0</b>
<u>DEBT</u>					
20-58100-617 PRINCIPAL REDEMPTION - CWFL	.00	.00	77,115.00	77,115.00	.0
20-58100-618 PRINCIPAL REDEMPTION - BOND	.00	.00	153,750.00	153,750.00	.0
20-58100-621 INTEREST - BOND	17,908.75	58,989.49	69,056.00	10,066.51	85.4
20-58100-626 INTEREST-CLEAN WATER FUND LOA	.00	5,805.19	10,699.00	4,893.81	54.3
<b>TOTAL DEBT</b>	<b>17,908.75</b>	<b>64,794.68</b>	<b>310,620.00</b>	<b>245,825.32</b>	<b>20.9</b>

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

SANITARY SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
TOTAL FUND EXPENDITURES	80,340.28	605,302.41	1,241,658.00	636,355.59	48.8
NET REVENUE OVER EXPENDITURES	72,522.84-	255,781.07	292,608.00-	-548,389.07	87.4



VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

STORMWATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
22-43210 INTERGOVERNMENTAL GRANTS	.00	30,000.00	.00	-30,000.00	.0
TOTAL SOURCE 43	.00	30,000.00	.00	-30,000.00	.0
 PUBLIC CHARGES FOR SERVICES					
22-46405 RESIDENTIAL STORMWATER	3,183.10	362,850.50	363,080.00	229.50	99.9
22-46425 COMMERCIAL STORMWATER	1,047.68	59,493.80	139,442.00	79,948.20	42.7
22-46430 RIGHT-OF-WAY MANAGEMENT	200.00	14,477.50	25,000.00	10,522.50	57.9
TOTAL PUBLIC CHARGES FOR SERVI	4,430.78	436,821.80	527,522.00	90,700.20	82.8
TOTAL FUND REVENUE	4,430.78	466,821.80	527,522.00	60,700.20	88.5

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

STORMWATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
22-53000-110 WAGES FT	18,381.14	66,352.86	143,023.00	76,670.14	46.4
22-53000-111 OVERTIME	.00	85.86	750.00	664.14	11.5
22-53000-112 WAGES PT	206.76	855.36	.00	-855.36	.0
22-53000-117 HEALTH INSURANCE BUYOUT	37.50	266.65	850.00	583.35	31.4
22-53000-119 DENTAL INSURANCE BUYOUT	3.78	28.91	47.00	18.09	61.5
22-53000-150 WISCONSIN RETIREMENT SYSTEM	1,092.37	3,550.31	9,427.00	5,876.69	37.7
22-53000-151 SOCIAL SECURITY	1,370.85	4,200.07	11,078.00	6,877.93	37.9
22-53000-152 LIFE INSURANCE	16.88	119.05	279.00	159.95	42.7
22-53000-153 HEALTH INSURANCE	3,013.52	11,829.86	22,083.00	10,253.14	53.6
22-53000-154 DENTAL INSURANCE	60.34	236.68	616.00	379.32	38.4
22-53000-210 CONTRACTUAL SERVICES	560.00	1,152.74	1,123.00	-29.74	102.7
22-53000-211 LEGAL COUNCIL-CONTRACTED	1,327.50	1,475.00	147.50	-1,327.50	1000.0
22-53000-214 AUDIT SERVICES	.00	1,397.51	1,594.00	196.49	87.7
22-53000-216 ENGINEERING	1,005.04	27,539.52	32,651.00	5,111.48	84.4
22-53000-220 UTILITY EXPENSES	97.53	854.31	2,400.00	1,545.69	35.6
22-53000-221 TELECOMMUNICATIONS	7.56	47.19	250.00	202.81	18.9
22-53000-226 BENEFIT ADMINISTRATIVE FEES	6.50	51.37	170.00	118.63	30.2
22-53000-230 MATERIALS & SUPPLIES	.00	394.00	3,352.50	2,958.50	11.8
22-53000-232 LIFT STATION MAINTENANCE	.00	500.00	2,500.00	2,000.00	20.0
22-53000-322 TRAINING, SAFETY & CERTIFICATI	.00	713.75	2,000.00	1,286.25	35.7
22-53000-327 CULVERT MATERIALS	1,486.19	7,044.32	38,000.00	30,955.68	18.5
22-53000-328 LANDSCAPING MATERIALS	1,465.24	4,949.23	35,119.00	30,169.77	14.1
22-53000-340 FUEL MAINTENANCE	.00	2,500.00	2,500.00	.00	100.0
22-53000-342 CONSTRUCTION MATERIALS	8,415.74	74,876.21	72,495.00	-2,381.21	103.3
22-53000-350 EQUIPMENT REPLACEMENT	.00	.00	2,000.00	2,000.00	.0
22-53000-360 EQUIPMENT RENTAL	.00	17,500.00	17,500.00	.00	100.0
22-53000-410 STORMWATER MANAGEMENT	.00	7,341.79-	.00	7,341.79	.0
22-53000-510 GENERAL LIABILITY INSURANCE	.00	2,077.68	3,351.00	1,273.32	62.0
22-53000-513 WORKERS COMPENSATION	.00	1,428.65	1,916.00	487.35	74.6
22-53000-515 COMMERCIAL CRIME POLICY	.00	144.00	144.00	.00	100.0
22-53000-516 PROPERTY INSURANCE	.00	1,121.37	3,194.00	2,072.63	35.1
22-53000-801 CAPITAL PROJECTS	.00	183.15	45,500.00	45,316.85	.4
<b>TOTAL DEPARTMENT 53000</b>	<b>38,554.44</b>	<b>226,133.82</b>	<b>456,060.00</b>	<b>229,926.18</b>	<b>49.6</b>
<b>TRANSFER TO OTHER FUND</b>					
22-59200-900 ADMINISTRATIVE/TRANSFER TO	.00	71,462.00	71,462.00	.00	100.0
<b>TOTAL TRANSFER TO OTHER FUND</b>	<b>.00</b>	<b>71,462.00</b>	<b>71,462.00</b>	<b>.00</b>	<b>100.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>38,554.44</b>	<b>297,595.82</b>	<b>527,522.00</b>	<b>229,926.18</b>	<b>56.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>34,123.66-</b>	<b>169,225.98</b>	<b>.00</b>	<b>-169,225.98</b>	<b>.0</b>

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

COMM DEVELOPMENT AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
23-48210 PROJECT FEES	.00	3,837.39	.00	-3,837.39	.0
TOTAL SOURCE 48	.00	3,837.39	.00	-3,837.39	.0
TOTAL FUND REVENUE	.00	3,837.39	.00	-3,837.39	.0

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

COMM DEVELOPMENT AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
23-51000-230 PROFESSIONAL SERVICES	.00	16,889.00	16,063.00	-826.00	105.1
TOTAL DEPARTMENT 51000	.00	16,889.00	16,063.00	-826.00	105.1
TOTAL FUND EXPENDITURES	.00	16,889.00	16,063.00	-826.00	105.1
NET REVENUE OVER EXPENDITURES	.00	13,051.61-	16,063.00-	-3,011.39	( 81.3)

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

PUBLIC SAFETY COMMUNICATIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>TAXES</u>					
26-41100 PROPERTY TAXES	.00	286,523.00	286,523.00	.00	100.0
TOTAL TAXES	.00	286,523.00	286,523.00	.00	100.0
<u>INTERGOVERNMENT REVENUE</u>					
26-47130 CONTRACT REVENUE	98,850.48	1,504,246.47	2,005,662.00	501,415.53	75.0
26-47135 RECORDS MANAGEMENT ADMINIST	.00	16,757.00	16,757.00	.00	100.0
TOTAL INTERGOVERNMENT REVENUE	98,850.48	1,521,003.47	2,022,419.00	501,415.53	75.2
<u>MISCELLANEOUS REVENUE</u>					
26-48100 CONSOLIDATED SERVICE BILLINGS	14,273.47	76,655.67	52,676.00	-23,979.67	145.5
26-48200 MISCELLANEOUS REVENUE	.00	25,866.68	.00	-25,866.68	.0
TOTAL MISCELLANEOUS REVENUE	14,273.47	102,522.35	52,676.00	-49,846.35	194.6
TOTAL FUND REVENUE	113,123.95	1,910,048.82	2,361,618.00	451,569.18	80.9

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

PUBLIC SAFETY COMMUNICATIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PUBLIC SAFETY COMMUNICATIONS</u>					
26-51000-110 WAGES FT	139,102.81	757,604.03	1,231,839.00	474,234.97	61.5
26-51000-111 OVERTIME	7,356.01	53,303.76	76,000.00	22,696.24	70.1
26-51000-116 HOLIDAY PAY	682.75	5,211.77	29,543.00	24,331.23	17.6
26-51000-117 HEALTH INSURANCE BUYOUT	708.36	4,833.46	7,500.00	2,666.54	64.5
26-51000-119 DENTAL INSURANCE BUYOUT	26.43	211.14	1,223.00	1,011.86	17.3
26-51000-150 WISCONSIN RETIREMENT SYSTEM	9,225.86	50,277.99	86,668.00	36,390.01	58.0
26-51000-151 SOCIAL SECURITY	10,944.14	59,565.99	102,821.00	43,255.01	57.9
26-51000-152 LIFE INSURANCE	160.37	1,208.57	1,821.00	612.43	66.4
26-51000-153 HEALTH INSURANCE	19,311.87	173,866.52	291,871.00	118,004.48	59.6
26-51000-154 DENTAL INSURANCE	385.05	3,143.70	4,349.00	1,205.30	72.3
26-51000-180 RECRUITMENT	167.95	1,135.95	1,225.00	89.05	92.7
26-51000-200 FACILITY MAINTENANCE & SUPPLIE	1,134.66	13,755.69	20,480.00	6,724.31	67.2
26-51000-201 CLEANING & JANITORIAL SERVICES	463.87	4,581.91	4,455.00	-126.91	102.9
26-51000-210 CONTRACTUAL SERVICES	560.00	1,306.25	14,081.00	12,774.75	9.3
26-51000-213 LEGAL COUNSEL-PERSONNEL	.00	.00	1,000.00	1,000.00	.0
26-51000-214 AUDIT SERVICES	.00	1,397.50	1,594.00	196.50	87.7
26-51000-220 UTILITIES	2,178.05	14,957.24	24,240.00	9,282.76	61.7
26-51000-221 TELECOMMUNICATIONS	14,149.11	74,357.49	139,758.00	65,400.51	53.2
26-51000-225 COMPUTER SUPPORT SERVICES	.00	.00	2,020.00	2,020.00	.0
26-51000-226 BENEFIT ADMINISTRATIVE FEES	65.00	587.40	1,700.00	1,112.60	34.6
26-51000-230 MATERIALS & SUPPLIES	1.48	2,855.69	4,575.00	1,719.31	62.4
26-51000-236 LICENSING & MAINTENANCE	418.50	135,783.04	148,836.00	13,052.96	91.2
26-51000-310 OFFICE SUPPLIES	32.35	247.27	1,800.00	1,552.73	13.7
26-51000-311 POSTAGE	.00	400.00	500.00	100.00	80.0
26-51000-321 DUES & SUBSCRIPTIONS	439.00	2,533.00	2,552.00	19.00	99.3
26-51000-322 TRAINING, SAFETY & CERTIFICATI	.00	4,699.53	5,000.00	300.47	94.0
26-51000-351 MAINTENANCE CONTRACTS	.00	75,005.29	77,302.00	2,296.71	97.0
26-51000-390 EMPLOYEE RECOGNITION	.00	153.83	300.00	146.17	51.3
26-51000-510 GENERAL LIABILITY	.00	4,516.86	7,285.00	2,768.14	62.0
26-51000-513 WORKERS COMPENSATION	.00	2,284.38	2,896.00	611.62	78.9
26-51000-515 COMMERCIAL CRIME POLICY	.00	1,049.00	1,049.00	.00	100.0
26-51000-516 PROPERTY INSURANCE	.00	1,245.76	3,621.00	2,375.24	34.4
TOTAL PUBLIC SAFETY COMMUNIC	207,513.62	1,452,080.01	2,299,904.00	847,823.99	63.1
<u>TRANSFER TO OTHER FUND</u>					
26-59217-900 ADMINISTRATIVE/TRANSFER TO	.00	94,099.00	94,099.00	.00	100.0
TOTAL TRANSFER TO OTHER FUND	.00	94,099.00	94,099.00	.00	100.0
TOTAL FUND EXPENDITURES	207,513.62	1,546,179.01	2,394,003.00	847,823.99	64.6
NET REVENUE OVER EXPENDITURES	94,389.67-	363,869.81	32,385.00-	-396,254.81	1123.6

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

LONG TERM FINANCIAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
	<u>TAXES</u>					
30-41100	PROPERTY TAXES	.00	761,415.00	761,415.00	.00	100.0
	TOTAL TAXES	.00	761,415.00	761,415.00	.00	100.0
	<u>LICENSES &amp; PERMITS</u>					
30-44350	CELL TOWER FEES	1,948.42	15,529.00	23,031.00	7,502.00	67.4
	TOTAL LICENSES & PERMITS	1,948.42	15,529.00	23,031.00	7,502.00	67.4
	<u>INTERGOVERNMENT REVENUE</u>					
30-47100	RIVER HILLS REVENUE-DISPATCH	.00	2,938.75	20,878.00	17,939.25	14.1
30-47111	FOX POINT REVENUE	.00	2,602.50	15,205.00	12,602.50	17.1
30-47115	B SERIES ADMIN FEE	.00	17,203.00	17,203.00	.00	100.0
	TOTAL INTERGOVERNMENT REVENUE	.00	22,744.25	53,286.00	30,541.75	42.7
	<u>MISCELLANEOUS REVENUE</u>					
30-48300	NSFD	167,977.50	175,955.00	.00	-175,955.00	.0
	TOTAL MISCELLANEOUS REVENUE	167,977.50	175,955.00	.00	-175,955.00	.0
	<u>OTHER FINANCING SOURCES</u>					
30-49250	TRANSFER FROM STORMWATER FUN	.00	71,462.00	71,462.00	.00	100.0
	TOTAL OTHER FINANCING SOURCES	.00	71,462.00	71,462.00	.00	100.0
	TOTAL FUND REVENUE	169,925.92	1,047,105.25	909,194.00	-137,911.25	115.2



VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

LONG TERM FINANCIAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>DEBT</u>					
30-58100-215 MADACC	.00	364.38	2,583.00	2,218.62	14.1
30-58100-226 BENEFIT ADMINISTRATIVE FEES	.00	1,200.00	1,400.00	200.00	85.7
30-58100-611 NSFD STATION #5	.00	160,000.00	160,000.00	.00	100.0
30-58100-612 FOX POINT/RIVER HILLS DISPATCH	.00	5,541.25	36,083.00	30,541.75	15.4
30-58100-614 UNFUNDED LIABILITY PRINCIPAL	.00	21,000.00	21,000.00	.00	100.0
30-58100-616 2011 GENERAL OBLIGATION	.00	.00	76,250.00	76,250.00	.0
30-58100-618 PRINCIPAL- 2014 BOND	.00	120,000.00	330,000.00	210,000.00	36.4
30-58100-619 2016 GENERAL OBLIGATION	.00	.00	120,000.00	120,000.00	.0
30-58100-620 2018 GENERAL OBLIGATION	.00	90,000.00	90,000.00	.00	100.0
30-58100-621 INTEREST ON BOND	29,370.00	165,546.48	241,058.00	75,511.52	68.7
30-58100-623 UNFUNDED LIABILITY INTEREST	.00	6,775.55	6,776.00	.45	100.0
TOTAL DEBT	29,370.00	570,427.66	1,085,150.00	514,722.34	52.6
TOTAL FUND EXPENDITURES	29,370.00	570,427.66	1,085,150.00	514,722.34	52.6
NET REVENUE OVER EXPENDITURES	140,555.92	476,677.59	175,956.00-	-652,633.59	270.9

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

POLICE CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>TAXES</u>					
40-41100 PROPERTY TAXES	.00	89,749.00	89,749.00	.00	100.0
40-41130 FIRE & RESCUE PROPERTY TAXES	.00	28,305.00	28,305.00	.00	100.0
TOTAL TAXES	.00	118,054.00	118,054.00	.00	100.0
<u>INTERGOVERNMENTAL</u>					
40-43210 INTERGOVERNMENTAL GRANTS	.00	725.00	600.00	-125.00	120.8
40-43215 POLICE REVENUE	.00	337.30	.00	-337.30	.0
TOTAL INTERGOVERNMENTAL	.00	1,062.30	600.00	-462.30	177.1
<u>OTHER FINANCING SOURCES</u>					
40-49210 TRANSFER FROM GENERAL FUND	.00	36,296.00	36,296.00	.00	100.0
TOTAL OTHER FINANCING SOURCES	.00	36,296.00	36,296.00	.00	100.0
TOTAL FUND REVENUE	.00	155,412.30	154,950.00	-462.30	100.3

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

POLICE CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CAPITAL PROJECTS</u>					
40-91000-801 CAPITAL PROJECTS	.00	28,305.00	28,305.00	.00	100.0
40-91000-802 CAPITAL LEASE	.00	34,230.00	34,230.00	.00	100.0
40-91000-803 CAPITAL EQUIPMENT	.00	56,556.30	85,386.00	28,829.70	66.2
TOTAL CAPITAL PROJECTS	.00	119,091.30	147,921.00	28,829.70	80.5
TOTAL FUND EXPENDITURES	.00	119,091.30	147,921.00	28,829.70	80.5
NET REVENUE OVER EXPENDITURES	.00	36,321.00	7,029.00	-29,292.00	516.7

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

DEPARTMENT OF PUBLIC WORKS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>TAXES</u>					
41-41100 PROPERTY TAXES	.00	111,900.00	111,900.00	.00	100.0
TOTAL TAXES	.00	111,900.00	111,900.00	.00	100.0
<u>INTERGOVERNMENTAL</u>					
41-43540 STATE TRANSPORTATION AID	.00	46,731.00	46,731.00	.00	100.0
41-43545 STH 32 CONNECTING HIGHWAY AI	.00	81.00	81.00	.00	100.0
TOTAL INTERGOVERNMENTAL	.00	46,812.00	46,812.00	.00	100.0
<u>PUBLIC CHARGES FOR SERVICES</u>					
41-46320 GARBAGE CONTAINER & FEES	95.00	1,065.00	.00	-1,065.00	.0
TOTAL PUBLIC CHARGES FOR SERVI	95.00	1,065.00	.00	-1,065.00	.0
<u>MISCELLANEOUS REVENUE</u>					
41-48100 INTEREST	.02	.16	.00	-.16	.0
41-48310 EQUIPMENT SALES	.00	.00	30,000.00	30,000.00	.0
TOTAL MISCELLANEOUS REVENUE	.02	.16	30,000.00	29,999.84	.0
TOTAL FUND REVENUE	95.02	159,777.16	188,712.00	28,934.84	84.7

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

DEPARTMENT OF PUBLIC WORKS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CAPITAL PROJECTS</u>					
41-91000-801 CAPITAL PROJECTS	6,445.00	6,257.21	407,826.00	401,568.79	1.5
41-91000-803 CAPITAL EQUIPMENT	130,000.00	287,866.69	16,900.00	-270,966.69	1703.4
TOTAL CAPITAL PROJECTS	136,445.00	294,123.90	424,726.00	130,602.10	69.3
TOTAL FUND EXPENDITURES	136,445.00	294,123.90	424,726.00	130,602.10	69.3
NET REVENUE OVER EXPENDITURES	136,349.98	134,346.74	236,014.00	-101,667.26	( 56.9)

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

ADMIN SERVICES CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>SOURCE 41</u>					
42-41100 PROPERTY TAXES	.00	130,000.00	130,000.00	.00	100.0
TOTAL SOURCE 41	.00	130,000.00	130,000.00	.00	100.0
<u>SOURCE 46</u>					
42-46740 COMMUNITY EVENT DONATIONS	890.50	15,514.50	10,000.00	-5,514.50	155.2
TOTAL SOURCE 46	890.50	15,514.50	10,000.00	-5,514.50	155.2
TOTAL FUND REVENUE	890.50	145,514.50	140,000.00	-5,514.50	103.9

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

ADMIN SERVICES CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CAPITAL PROJECTS</u>					
42-91000-235 COMMUNITY EVENTS	1,915.53	4,524.06	15,000.00	10,475.94	30.2
42-91000-519 GASB 45 OBLIGATIONS	15,926.68	102,977.25	164,552.00	61,574.75	62.6
42-91000-801 CAPITAL PROJECTS	.00	2,710.61	71,210.61	68,500.00	3.8
42-91000-803 CAPITAL EQUIPMENT	.00	1,691.00	1,691.00	.00	100.0
TOTAL CAPITAL PROJECTS	17,842.21	111,902.92	252,453.61	140,550.69	44.3
TOTAL FUND EXPENDITURES	17,842.21	111,902.92	252,453.61	140,550.69	44.3
NET REVENUE OVER EXPENDITURES	16,951.71-	33,611.58	112,453.61-	-146,065.19	29.9

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

PUBLIC SAFETY COMM CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>SOURCE 41</u>					
46-41100 PROPERTY TAXES	.00	19,666.00	19,666.00	.00	100.0
TOTAL SOURCE 41	.00	19,666.00	19,666.00	.00	100.0
<u>INTERGOVERNMENTAL REVENUE</u>					
46-47110 CONTRACT REVENUE	.00	137,660.48	157,326.00	19,665.52	87.5
TOTAL INTERGOVERNMENTAL REVE	.00	137,660.48	157,326.00	19,665.52	87.5
TOTAL FUND REVENUE	.00	157,326.48	176,992.00	19,665.52	88.9



VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2019

PUBLIC SAFETY COMM CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>DEPARTMENT 91000</u>					
46-91000-801 CAPITAL PROJECTS	50,000.00	50,000.00	.00	-50,000.00	.0
46-91000-803 CAPITAL EQUIPMENT	.00	.00	322,229.50	322,229.50	.0
TOTAL DEPARTMENT 91000	50,000.00	50,000.00	322,229.50	272,229.50	15.5
TOTAL FUND EXPENDITURES	50,000.00	50,000.00	322,229.50	272,229.50	15.5
NET REVENUE OVER EXPENDITURES	50,000.00-	107,326.48	145,237.50-	-252,563.98	73.9

STATE OF WISCONSIN  
MILWAUKEE AND OZAUKEE COUNTIES  
VILLAGE OF BAYSIDE

RESOLUTION NO: 19-\_\_\_\_\_

**A Resolution Authorizing the Village of Bayside to File  
the Federal Railroad Administration Quiet Zone Affirmation Letter**

---

**WHEREAS**, the Federal Railroad Administration (FRA) requires that a locomotive horn be sounded while trains approach and enter public highway-rail grade crossings; and

**WHEREAS**, the FRA provides the Secretary of Transportation the authority to make reasonable exceptions; and

**WHEREAS**, the Village of Bayside seeks to preserve and enhance the quality of life for its residents by establishing and maintaining quiet zones, within which routine use of train horns at crossings is prohibited during specified hours; and

**WHEREAS**, the Village of Bayside has previously received the FRA designation for quiet zones within Village limits; and

**WHEREAS**, the Village of Bayside can rectify its quiet zone as the conditions which established the initial quiet zone have not changed or been impacted in any adverse manner since its implementation; and

**WHEREAS**, the Village of Bayside intends to continue the requirements and orometers to maintain its quiet zoned designation; and

**WHEREAS**, the Village requests a Partial Quiet Zone restricting the use of locomotive horns between the hours of 10:00 p.m. and 7:00 a.m. be continued; and

**NOW THEREFORE, BE IT RESOLVED** by the Village Board staff to submit application for recertification of the Partial Quiet Zone designation of the Union Pacific Railroad for at-grade public highway-rail crossings at N. Regent Road and W. Fairy Chasm Road

**PASSED AND ADOPTED** by the Village Board of the Village of Bayside this \_\_\_\_ day of September, 2019.

VILLAGE OF BAYSIDE

\_\_\_\_\_  
Samuel D. Dickman,  
Village President

Attest:

\_\_\_\_\_  
Lynn A. Galyardt,  
Administrative Services Director

STATE OF WISCONSIN  
MILWAUKEE AND OZAUKEE COUNTIES  
VILLAGE OF BAYSIDE

RESOLUTION NO: 19- \_\_\_\_\_

**A Resolution Authorizing the Village of Bayside to File  
the Milwaukee County Transit Bus Route 63 Letter**

---

**WHEREAS**, Milwaukee County Transit System (MCTS) bus service is an important and valued of the area, offering safe and affordable transportation; and

**WHEREAS**, Milwaukee County Transit System (MCTS) recently made the decision to change the Bus Route 63 layover stop location from W. Glencoe Place and N. Port Washington Rd to the Brown Deer East Park and Ride Lot; and

**WHEREAS**, Milwaukee County Transit System (MCTS) has created two temporary bus stops, located at 400 W. Brown Deer Rd., and 501 W. Brown Deer Rd.; and

**WHEREAS**, the location change has significantly impacted The Village of Bayside because this is the only route in the Village, impacting employees in the area who most utilize the route are now getting off in an area without sidewalks and further away from their destination; and

**NOW THEREFORE, BE IT RESOLVED** the Village of Bayside request that Milwaukee County Transit System permanently change the Bus Route 63 layover to stop Southbound at 9279 N. Port Washington Rd.

**BE IT FURTHER RESOLVED** by the Village of Bayside that if the Bus Route 63 layover can not be changed to stop Southbound at 9279 N. Port Washington Rd, it would be acceptable to make the two temporary stops at 400 W. Brown Deer Rd. and 501 W. Brown Deer Rd. permanent stops.

**PASSED AND ADOPTED** by the Village Board of the Village of Bayside this \_\_\_\_ day of September 2019.

VILLAGE OF BAYSIDE

\_\_\_\_\_  
Samuel D. Dickman,  
Village President

Attest:

\_\_\_\_\_  
Lynn A. Galyardt,  
Administrative Services Director

**STATE OF WISCONSIN  
MILWAUKEE AND OZAUKEE COUNTIES  
VILLAGE OF BAYSIDE**

**RESOLUTION NO: 19-\_\_**

**A Resolution Amending Resolution 19-18 revising the fee schedule as  
referenced by the Village of Bayside Municipal Code**

---

**WHEREAS**, the adopted Municipal Code makes reference to fees charged by the verbiage “shall be in such amount as established by the Village Board from time to time by ordinance or resolution”; and

**WHEREAS**, it is prudent that the fees be reviewed for cost effectiveness; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Village of Bayside, Milwaukee and Ozaukee Counties, Wisconsin, that the following fee schedule, as referenced by the Village of Bayside Municipal Code, be approved as defined in the attached schedule.

**PASSED AND ADOPTED** by the Village Board of the Village of Bayside this \_\_\_\_ day of September, 2019.

VILLAGE OF BAYSIDE

\_\_\_\_\_  
Samuel D. Dickman  
Village President

\_\_\_\_\_  
Lynn Galyardt, Administrative Services  
Director

# VILLAGE OF BAYSIDE FEE SCHEDULE

## RESOLUTION # 19-18

	Minimum
<b>ARCHITECTURAL REVIEW COMMITTEE APPLICATION</b>	\$60
<b>RESIDENTIAL BUILDING PERMITS</b>	
▪ ACCESSORY STRUCTURES (INCLUDES SHEDS AND DECKS), (REQUIRES ARC APPROVAL)	\$125
▪ ADDITIONS (\$0.32/SQ. FT) (REQUIRES ARC APPROVAL)	\$125
▪ ELECTRICAL PERMIT (\$12/\$1,000)	\$60
▪ FOUNDATION REPAIR (\$12/\$1,000)	\$125
▪ HVAC PERMIT (\$12/\$1,000)	\$60
▪ PLUMBING PERMIT (\$12/\$1,000)	\$60
▪ NEW STRUCTURE (\$0.32/SQ. FT)	\$85
▪ REMODELING (\$12/\$1,000)	\$85
▪ REROOFING (\$12/\$1,000)	\$85
▪ WINDOWS (\$12/\$1,000)	\$60
▪ CERTIFICATE OF COMPLIANCE	
o BASIC PACKAGE – INITIAL INSPECTION	\$150
o TWO-FOR PACKAGE – INITIAL INSPECTION AND ONE FOLLOW-UP INSPECTION	\$200
o ALL-INCLUSIVE PACKAGE – INITIAL INSPECTION, FOLLOW-UP INSPECTION, AND TWO FOLLOW-UP INSPECTIONS	\$275
o RE-INSPECTION FEE	\$100 per inspection
▪ OCCUPANCY PERMIT, RESIDENTIAL	\$50
▪ RAZING, RESIDENTIAL (.12/SQ. FT.)	\$85
▪ PERMIT RENEWAL	50% of permit, not less than minimum
▪ NEW HOME PLAN REVIEW	\$200
▪ ADDITIONAL PLAN REVIEW	\$100
▪ ALTERATION/REPAIR PLAN REVIEW*(PLAN REVIEWER MAY WAIVE FEES FOR ALTERNATIONS DEEMED MINOR IN SCOPE)	\$50
▪ EARLY START (FOOTINGS AND FOUNDATION)	\$175
▪ WATER LATERAL - OUTSIDE	\$60
▪ SEWER LATERAL- OUTSIDE	\$60
<b>COMMERCIAL BUILDING PERMITS</b>	
▪ ELECTRICAL PERMIT (\$12/\$1,000)	\$75
▪ PLUMBING PERMIT (\$12/\$1,000)	\$75
▪ HVAC PERMIT (\$12/\$1,000)	\$75
▪ NEW STRUCTURES, ADDITIONS (\$0.34/SQ. FT)	\$150
▪ <b>REMODELING (\$12/\$1,000)</b>	<b>\$85</b>
▪ REPLACEMENT & MISC ITEMS	\$75
▪ OCCUPANCY PERMIT, COMMERCIAL	\$100
▪ OCCUPANCY, TEMPORARY	\$100/30 days
▪ PERMIT RENEWAL	50% of permit, not less than minimum
▪ RAZING, COMMERCIAL (.12/SQ. FT.)	\$85



## VILLAGE OF BAYSIDE FEE SCHEDULE

### RESOLUTION # 19-18

▪ NEW CONSTRUCTION PLAN REVIEW	\$300 + \$25/unit
▪ ADDITIONAL PLAN REVIEW	\$150
▪ ALTERATION/REPAIR PLAN REVIEW*(PLAN REVIEWER MAY WAIVE FEES FOR ALTERNATIONS DEEMED MINOR IN SCOPE)	\$150
▪ EARLY START (FOOTINGS AND FOUNDATION)	\$275
▪ WATER LATERAL - OUTSIDE	\$60
▪ SEWER LATERAL- OUTSIDE	\$60
▪ BUILDING/HVAC/FIRE SYSTEMS PLAN REVIEW FEES	Per SPS Table 302.31-2
▪ PLUMBING PLAN REVIEW FEES	Per SPS table 302.64 & SPS table 302.64-1

	Minimum
<b>BUILDING</b>	
▪ ANNUAL VACANT PREMISES REGISTRATION FEE	\$250
▪ ANNUAL VACANT PREMISES FEE	\$500
▪ BUILDING PERMIT REFUND	Amount over minimum fee
▪ EROSION CONTROL, RESIDENTIAL	\$150
▪ EROSION CONTROL, COMMERCIAL	\$200 for first acre \$100 per acre thereafter
▪ FAILURE TO CALL FOR INSPECTION	\$50
▪ FENCES	\$60
▪ RE-INSPECTION FEE	\$40
▪ RELEASE AND INDEMNIFICATION WAIVER	\$500
▪ SPECIAL OCCUPANCIES: OUTDOOR POOLS, TOWERS, TENTS	\$100
▪ STATE SEAL	\$50
▪ SWIMMING POOLS (\$11.50/\$1,000)	\$110
▪ TRANSFER OF SOLID FILL	\$250 plus: \$15 per Single Axle Truck - \$30 per Multi Axle Truck
▪ WORK WITHOUT PERMIT	Double Normal Fees
▪ ROAD BOND FOR NEW HOME CONSTRUCTION	\$10,000

	Minimum
<b>ADMINISTRATION</b>	
▪ COPIES - STANDARD SHEET OF PAPER, BLACK & WHITE	\$0.25/page
▪ COPIES - STANDARD SHEET OF PAPER, COLOR	\$0.50/page
▪ DELINQUENT INVOICE PENALTY CHARGE	1.5%/month
▪ ELECTRONIC TAX ROLL	\$50
▪ DUBBING AN AUDIO TAPE/CD	\$35
▪ NON-SUFFICIENT CHECKS	\$50
▪ NOTARIZING DOCUMENTS	\$0.50
▪ LEGAL PUBLICATION	\$35.00
▪ MUNICIPAL COURT MOTION FEE	Not less than \$5, no more than \$200
▪ <b>REAL ESTATE PROPERTY STATUS FEE</b>	<b>\$50</b>
▪ STOP PAYMENT OF CHECK	\$50

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## VILLAGE OF BAYSIDE FEE SCHEDULE

### RESOLUTION # 19-18

▪ TAX ROLL – ALPHA OR STREET	\$25 + \$0.25/page
▪ VOTED POLL LIST	\$25 + \$5/1,000 voters + \$0.25/page
▪ VOTER - ABSENTEE LISTING	\$50 + \$5/1,000 voters + \$0.25/page
▪ VOTER REGISTRATION LIST – ALPHA AND STREET	\$25 + \$5/1,000 voters
<b>ALCOHOLIC BEVERAGES</b>	
▪ CLASS "A" FERMENTED	\$100
▪ CLASS "B" FERMENTED	\$100
▪ CLASS "A" INTOXICATING	\$500
▪ CLASS "B" INTOXICATING	\$500
▪ OPERATOR'S LICENSE - INITIAL	\$55
▪ OPERATOR'S LICENSE - RENEWAL	\$55
<b>ANIMALS</b>	
▪ ANIMAL FANCIER PERMIT	\$25
▪ DOG & CAT LICENSES - 5 MONTHS OF AGE AFTER JULY 1- ALTERED	\$6
▪ DOG & CAT LICENSES - 5 MONTHS OF AGE AFTER JULY 1-UNALTERED	\$12
▪ DOG & CAT LICENSES - NEUTERED OR SPAYED	\$12
▪ DOG & CAT LICENSES - UNALTERED	\$24
▪ DOG & CAT LICENSES – PAID AFTER 3/31-ALTERED	\$18
▪ DOG & CAT LICENSES – PAID AFTER 3/31-UNALTERED	\$36
▪ GROOMING ESTABLISHMENTS	\$100
▪ KENNEL PERMIT	\$100
▪ PET SHOPS	\$100
<b>BUSINESSES</b>	
▪ CIGARETTE AND TOBACCO PRODUCTS RETAILER LICENSE	\$100
▪ PRECIOUS METALS, ETC.	\$100
<b>PUBLIC WORKS</b>	
	<b>Minimum</b>
▪ ADDITIONAL GARBAGE CONTAINER PERMIT - ANNUAL	\$55
▪ CALLBACKS FOR GARBAGE AND RECYCLING	\$40
▪ CULVERT REPLACEMENT (WITHIN ROAD PROJECT)	\$600
▪ CULVERT REPLACEMENT (NOT WITHIN ROAD PROJECT)	\$1,000
▪ DRIVEWAY/CULVERT/IMPERVIOUS SURFACE PERMIT	\$100
▪ SECTION 104-9 DISCHARGE COMPLIANCE – EXPOSED STONE FINISH	
o 12 INCHES DEEP (FOUR FEET WIDE - \$40/LINEAR FOOT)	\$400
o 18 INCHES DEEP (FOUR FEET WIDE - \$50/LINEAR FOOT)	\$500
o 24 INCHES DEEP (FOUR FEET WIDE - \$60/LINEAR FOOT)	\$600
▪ SECTION 104-9 DISCHARGE COMPLIANCE – TOP DRESSED FINISH	
o 12 INCHES DEEP (FOUR FEET WIDE - \$60/LINEAR FOOT)	\$600
o 18 INCHES DEEP (FOUR FEET WIDE - \$70/LINEAR FOOT)	\$700
o 24 INCHES DEEP (FOUR FEET WIDE - \$80/LINEAR FOOT)	\$800
▪ GARBAGE OR RECYCLING CART	\$65
▪ GARBAGE OR RECYCLING CART RENTAL (PER WEEK)	
o FIRST CART PER WEEK	\$25
o EACH ADDITIONAL CART PER WEEK	\$5

## VILLAGE OF BAYSIDE FEE SCHEDULE

### RESOLUTION # 19-18

▪ CUTTING OF GRASS/DPW LABOR SERVICES RATE	\$81/first hour, \$23/15 minutes thereafter
▪ MULCH DELIVERY FEE (WITHIN VILLAGE)	
o 5 YARDS	\$90
o 10 YARDS	\$165
o 15 YARDS	\$240
o 20 YARDS	\$300
o 25 YARDS	\$350
▪ MULCH DELIVERY FEE 5 MILE RADIUS OUTSIDE OF VILLAGE-LABOR AND EQUIPMENT	\$180/5 yards
▪ LOADING FEE	\$40
▪ NO PARKING SIGNS	\$25
▪ ONE TIME UP THE DRIVE PICKUP COLLECTION FEE	\$40
▪ RAIN BARRELS	\$45 each, three for \$125
▪ RIGHT OF WAY PERMIT	
o EXCAVATION FEE	\$200
o RIGHT OF WAY FEE	\$100
▪ SANITARY SEWER USER CHARGE	\$484
▪ SEWER CONNECTION CHARGE	\$2,500
▪ SPECIAL EVENT PERMIT (INCLUDES UP TO 4 BARRICADES)	\$50
▪ SPECIAL PICKUP (2 PERSON CREW, 20 MINUTES) ADDITIONAL TIME BEYOND 20 MINUTES BILLED AT DPW LABOR SERVICES RATE THEREAFTER	\$75
▪ STORMWATER MANAGEMENT REVIEW	\$200 + actual costs
▪ STORMWATER USER CHARGE	\$229
▪ STREET CUTTING	
o LESS THAN 100 SQ. FT.	\$200
o BOND FOR STREET CUTTING - \$1,000	
o 100 – 500 SQ. FT.	\$300
o BOND FOR STREET CUTTING - \$3,000	
o OVER 500 SQ. FT.	\$500
o BOND FOR STREET CUTTING - \$5,000	
▪ TV RECYCLING FEE	\$40
▪ MONITORS AND OTHER DISPLAY ITEMS	\$20
▪ UNENCLOSED STORAGE PERMIT (DUMPSTER, ROLL-OFF BOX OR OTHER REFUSE RECEPTACLE EXCEEDING 2.5 CUBIC YARDS IN SIZE)	\$50/First 60 days \$60/60 day extension
▪ UP-THE-DRIVE GARBAGE AND RECYCLING COLLECTION SERVICE	\$1,018.37
▪ WELL OPERATION FEE	\$25/ every five years

### EMERGENCY SERVICES

▪ FALSE SECURITY ALARM PENALTIES (BURGLAR)	Minimum
o ONE AND TWO FAMILY, FIRST FALSE SECURITY ALARM	Warning
o ONE AND TWO FAMILY, SECOND FALSE SECURITY ALARMS	\$50.00
o ONE AND TWO FAMILY, THIRD FALSE SECURITY ALARMS	\$75.00



## VILLAGE OF BAYSIDE FEE SCHEDULE

### RESOLUTION # 19-18

o ONE AND TWO FAMILY, FOURTH FALSE SECURITY ALARMS	\$100.00
o ONE AND TWO FAMILY, FIFTH AND SUBSEQUENT FALSE SECURITY ALARMS	\$200.00
o ALL OTHER PROPERTIES, FIRST FALSE SECURITY ALARM	Warning
o ALL OTHER PROPERTIES, SECOND FALSE SECURITY ALARMS	\$300.00
o ALL OTHER PROPERTIES, THIRD FALSE SECURITY ALARMS	\$350.00
o ALL OTHER PROPERTIES, FOURTH FALSE SECURITY ALARMS	\$400.00
o ALL OTHER PROPERTIES, FIFTH AND SUBSEQUENT FALSE SECURITY ALARMS	\$500.00
▪ FALSE FIRE ALARM PENALTIES	
o ONE AND TWO FAMILY, FIRST FALSE FIRE ALARM	Warning
o ONE AND TWO FAMILY, SECOND FALSE FIRE ALARM	\$50.00
o ONE AND TWO FAMILY, THIRD FALSE FIRE ALARMS	\$75.00
o ONE AND TWO FAMILY, FOURTH FALSE FIRE ALARMS	\$100.00
o ONE AND TWO FAMILY, FIFTH AND SUBSEQUENT FALSE FIRE ALARMS	\$200.00
o ALL OTHER PROPERTIES, FIRST FALSE FIRE ALARM	Warning
o ALL OTHER PROPERTIES, SECOND FALSE FIRE ALARMS	\$300.00
o ALL OTHER PROPERTIES, THIRD FALSE FIRE ALARMS	\$350.00
o ALL OTHER PROPERTIES, FOURTH FALSE FIRE ALARMS	\$400.00
o ALL OTHER PROPERTIES, FIFTH AND SUBSEQUENT FALSE FIRE ALARMS	\$500.00

### OFFENSES & MISC. PROVISIONS

▪ CONTRIBUTING TO TRUANCY	Minimum Not less than \$50, no more than \$500
▪ FINDINGS & DISPOSITIONS 2 <sup>ND</sup> VIOLATION	\$100 + costs
▪ SUBSEQUENT VIOLATIONS COMMITTED WITHIN 12 MONTHS OF A PREVIOUS VIOLATION	\$500
▪ TRANSIENT MERCHANT INVESTIGATION FEE	\$150
o EVERY PERSON THEREAFTER	\$20

### POLICE

▪ ACCIDENT REPORT	\$6.50
▪ COMPUTER REPORT	\$2
▪ DATA 911 DVD/AUDIO	\$15
▪ DATA 911 DVD/VEHICLE VIDEO	\$35
▪ FINGERPRINTING	\$20

## VILLAGE OF BAYSIDE FEE SCHEDULE

### RESOLUTION # 19-18

▪ PHOTO	\$2
▪ SPEED TRAILER RENTAL	\$100/day
▪ POLICE SPECIAL EVENTS - COORDINATION AND ATTENDANCE	\$95/hour
▪ SERVICE FEE FOR COLLECTIONS FOR OTHER AGENCIES	\$25
<b>SECONDHAND GOODS</b>	
▪ RUMMAGE SALE	\$10
<b>SIGNS</b>	
▪ FINE	\$60
▪ SIGN PERMIT - UP TO 25 SQUARE FEET	\$200
▪ SIGN PERMIT 25 - 100 SQUARE FEET	\$300
▪ SIGN PERMIT - TEMPORARY SIGNS	\$35
▪ SIGN PERMIT - VARIANCES	\$100
<b>ELLSWORTH PARK</b>	
▪ BALL DIAMOND RENTAL	\$35 + \$200 Deposit
▪ PARK PAVILION RENTAL	\$35 + \$35 Deposit
▪ TENNIS COURT RENTAL	\$3/hr per Resident \$6/hr per Non-Resident
<b>TRAFFIC AND VEHICLES</b>	
▪ BICYCLE REGISTRATION	\$10
▪ VEHICLE STORAGE	\$10
<b>ZONING</b>	
	<b>Minimum</b>
▪ BOARD OF ZONING APPLICATION	\$500
▪ BROWN DEER ROAD OVERLAY	\$300
▪ COMMUNITY-BASED RESIDENTIAL FACILITIES CONDITIONAL USE	\$300
▪ CONDITIONAL USE PERMIT APPLICATION	\$300
▪ LAND DIVISIONS	\$250
▪ HOME OCCUPATIONS	\$40
▪ OVERLAY USE "D" BUSINESS DISTRICT	\$250
▪ PLANNED RESIDENTIAL DEVELOPMENT	\$250
▪ PLANNED UNIT COMMERCIAL DEVELOPMENT DISTRICT PETITION	\$500/acre plus cost incurred by Village

Resolution No. \_\_\_\_\_

RESOLUTION AUTHORIZING THE PARTIAL REDEMPTION OF  
SPECIAL ASSESSMENT B BONDS, SERIES 2013A  
DATED MAY 16, 2013 AND  
SPECIAL ASSESSMENT B BONDS, SERIES 2015A  
DATED MAY 7, 2015

WHEREAS, the Village of Bayside, Milwaukee and Ozaukee Counties, Wisconsin (the "Village") issued Special Assessment B Bonds, Series 2013A, dated May 16, 2013 (the "2013 Bonds") and Special Assessment B Bonds, Series 2015A, dated May 7, 2015 (the "2015 Bonds") (collectively, the "Bonds"); and

WHEREAS, the Village has received prepayment of certain special assessments payable in installments and in anticipation of which the Bonds were issued ("Special Assessment Prepayments"); and

WHEREAS, the Bonds are required to be partially redeemed on any principal or interest date after Special Assessment Prepayments are received in such a manner that the remaining principal maturities shall be as equal as possible; and

WHEREAS, the Village has determined that it is necessary, desirable and in the best interest of the Village to prepay a total of \$25,000 of the 2013 Bonds and redeem \$5,000 of certain maturities or mandatory redemption payments (the "Prepaid 2013 Bonds") on November 1, 2019 as more fully described on Exhibit A attached hereto and incorporated herein by this reference with the Special Assessment Prepayments;

WHEREAS, the Village has determined that it is necessary, desirable and in the best interest of the Village to prepay a total of \$40,000 of the 2015 Bonds and redeem \$5,000 of certain maturities (the "Prepaid 2015 Bonds") on November 1, 2019 as more fully described on Exhibit B attached hereto and incorporated herein by this reference with the Special Assessment Prepayments;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that the Prepaid 2013 Bonds and the Prepaid 2015 Bonds are called for prior payment on November 1, 2019, at the price of par plus accrued interest to the date of redemption.

The Village Clerk is hereby directed to work with Ehlers and Associates, Inc. ("Ehlers") to cause timely notice of the call of the Prepaid 2013 Bonds and the Prepaid 2015 Bonds by providing notice in substantially the form attached hereto as Exhibit A and Exhibit B. All actions heretofore taken by the officers and agents of the Village to effectuate the redemption of the Prepaid 2013 Bonds and the Prepaid 2015 Bonds are hereby ratified and approved.

The Village Board hereby ratifies and approves the retention of Ehlers to provide financial advisory services in connection with this transaction and Quarles & Brady LLP to provide legal services in connection with this transaction.

Passed and Approved this \_\_\_\_\_ day of September, 2019.

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Village Clerk

EXHIBIT A

NOTICE OF PARTIAL CALL\*

VILLAGE OF BAYSIDE  
MILWAUKEE AND OZAUKEE COUNTIES, WISCONSIN  
SPECIAL ASSESSMENT B BONDS, SERIES 2013A  
DATED MAY 16, 2013

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on November 1, 2019 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
5/1/2021 <sup>1</sup>	\$10,000 <sup>1</sup>	1.95%	073152AG5**
5/1/2024 <sup>2</sup>	10,000 <sup>2</sup>	2.55	073152AK6**
5/1/2033 <sup>3</sup>	5,000 <sup>3</sup>	4.15	073152AU4**

Upon presentation and surrender of said Bonds to Bond Trust Services Corporation, Roseville, Minnesota, the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on November 1, 2019.

By Order of the  
Village Board of the Village of Bayside  
Village Clerk

Dated \_\_\_\_\_

<sup>1</sup> As a result of this redemption, the principal amount of Bonds paid through mandatory redemption in the year 2020 will be reduced by \$5,000 and the principal amount of the Bonds to be paid on the May 1, 2021 maturity date will also be reduced by \$5,000.

<sup>2</sup> As a result of this redemption, the principal amount of Bonds paid through mandatory redemption in each of the years 2022-2023 will be reduced by \$5,000.

<sup>3</sup> As a result of this redemption, the principal amount of Bonds paid on the May 1, 2033 maturity date will be reduced by \$5,000.

\* To be provided to Bond Trust Services Corporation at least thirty-five (35) days prior to November 1, 2019. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile or electronic transmission or in any other manner required by the Depository, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days prior to November 1, 2019. This Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

\*\* Represents a portion of the principal amount outstanding of this maturity.

EXHIBIT B

NOTICE OF PARTIAL CALL\*

VILLAGE OF BAYSIDE  
MILWAUKEE AND OZAUKEE COUNTIES, WISCONSIN  
SPECIAL ASSESSMENT B BONDS, SERIES 2015A  
DATED MAY 7, 2015

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on November 1, 2019 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
5/1/2021	\$5,000	2.15%	073152AZ3**
5/1/2022	5,000	2.30	073152BA7**
5/1/2023	5,000	2.45	073152BB5**
5/1/2024	5,000	2.60	073152BC3**
5/1/2025	5,000	2.75	073152BD1**
5/1/2026	5,000	2.90	073152BE9**
5/1/2027	5,000	3.05	073152BF6**
5/1/2028	5,000	3.20	073152BG4**

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before November 1, 2019.

Said Bonds will cease to bear interest on November 1, 2019.

By Order of the  
Village Board of the Village of Bayside  
Village Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail, overnight express delivery, facsimile or electronic transmission or in any other manner required by the Depository, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to November 1, 2019. This Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

\*\* Represents a portion of the principal amount outstanding of this maturity.

V A 39

August 19, 2019

Village of Bayside  
Attn: Village Manager, Andy Pederson  
9075 N Regent Road  
Bayside, WI 53217

Dear Mr. Pederson,

Thank you for the opportunity to meet and preview the Cobalt submittal of July 15, 2019. While that project has been withdrawn at this time, I understand that the Village may still be interested in establishing a contractor relationship for other Planning Services as may be needed on a case-by-case basis going forward.

I'm pleased to offer my services.

My experience as a professional planner includes extensive review and processing of new use/development proposals from the point of initial contact by the applicant/developer through final dispensation by the Village Planning Commission, Village Board,... Project types that I handle rather routinely include CSM and Subdivision Platting, Conditional Use Grant, Variance, Wireless Infrastructure, Temporary Uses, Commercial, Industrial and Multi-Family Site Plan/Plan of Operations, and PUD review and recommendation. Within these rather broad item types, there are the fine (*and critical*) code details to be applied as well such as architecture, landscaping, circulation/parking, signage, lighting,... That is another area of expertise for me.

I am experienced in coordinating the review of planning and development project proposals with, for instance, public safety, public works, engineering, finance, legal and administrative staff for their critical input or participation if/as needed. I am experienced in zoning enforcement work, have drafted many new and amended zoning ordinances, worked in redrafting comprehensive plans, managed subordinate and peer-team planning and administrative staff and prepared capital improvements plans.

I am confident that my diverse background in planning and community development, combined with excellent communications and human relations skills, have prepared me to serve the Village of Bayside very successfully in the Planners role.

Kind regards,

*Mary M Censky*

**Mary M. Censky**  
262-255-1878 Office  
262-565-8967 Cell  
[gtcenskys@sbcglobal.net](mailto:gtcenskys@sbcglobal.net)

**Mary Censky**

W161 N10552 Brook Hollow Drive  
Germantown, WI 53022  
(262) 255-1878

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**Organized, analytical, personable and professional individual offering expert land use planning, zoning and community development skills together with collateral proficiencies in team management, supervision, planning/zoning finance strategies in support of economic development, and inter/intra governmental and public communications.**

**OBJECTIVE:**

Utilize extensive, ongoing and current experience in the fields of land use, zoning, community planning and development together with well refined technical skills, team building/management, supervision and outstanding public communications abilities to serve the Community in carrying out its development goals and objectives.

**EMPLOYMENT HISTORY:**

2006 - Present	Village Planner - Planning Services Provider	Village of Pewaukee, WI Village of Big Bend, WI
1997 - 2006	Development Project Planner/Vice-President	Landmark Real Estate & Development
1995 - 1997	Planner/Real Estate Projects Manager	SECURA Development, Inc.
1992 - 1995	Town Planner	Town of Menasha, WI
1987 - 1992	City Planner	City of Mequon

**EXPERIENCE:****Land Use Planning, Zoning and Community Development**

- Serve as initial staff contact for information on zoning, comprehensive plans and other land use regulations applicable to any new residential, commercial and/or industrial development project proposals.
- Review, analyze, counsel and present all new development proposals to the Planning Commission, Common Council, Board of Zoning Appeals and others for their review and consideration. The review and analysis phase relates primarily to assessing a projects compliance with the zoning code, land use plan, applicable state/federal laws, etc. Counseling being largely a matter of communicating with an applicant to refine their project/proposal until it is in keeping with not only the Village Codes but also a community's character and vision for the future. Presentation includes both the written and oral reports given to the applicable commission/council for their authoritative consideration. Extensive plan reading, review and interpretation and report experience.
- Coordinate interdepartmental review of new projects (i.e. engineering, building inspections, park departments) and coordinate review with other governmental agencies (i.e. Wisconsin Dept. of Transportation, DNR, neighboring municipalities, etc.).



- Prepare meeting agendas; Coordinate proper public hearing notices and publications; Draft minutes.
- Drafting and administration of comprehensive plans including the land use, environmental, housing, economic development, park and open space, environmental, transportation and sewer service area elements. These plans set forth public policy and long range community vision for each of the stated categories.
- Experienced in complete zoning code redrafts, code section changes and "policy" development.
- Experienced in (successful) grant application writing and project administration through various programs of the WEDC, WDNR and Wisconsin Historical Society. Also experienced in TIF and TID creation.
- Extensive experience in zoning code enforcement and approved site plan compliance reviews.
- Staff liaison to such standing bodies as Planning Commission, Common Council, Board of Appeals, Architectural Board, Park Board, Historic Preservation Commission, ...
- Experienced in the local landmark designation process and general practices of historic preservation.
- Special projects experience includes such varied tasks as comparative fee for services analysis, business site and housing stock inventory/analysis, parking study, fiscal impact analysis.
- Staff liaison to civic, cultural and other special purpose groups.
- Experienced in the preparation of job descriptions, hiring, performance evaluations, personnel relations and other attendant supervisory/management responsibilities.
- Experienced in preparation, defense and administration of departmental budgets.

#### Collateral Skills

- Proficient in the use of Microsoft Word, Excel, Power Point, Adobe and several special purpose planning related software packages. I also possess a working knowledge of Windows based interactive geographic information systems and CAD systems.
- Excellent written and oral communications skills with proven successful track record of availing these skills to achieve desired results.

#### **EDUCATION**

Bachelor of Science - Regional Analysis/Urban Planning      UW-Green Bay      Awarded May, 1987  
(Supportive Fields• Communications and Economics)

#### **EMPLOYER CONTACTS, SALARY HISTORY AND PERSONAL REFERENCES**

All available upon request

## CONTRACT FOR PLANNING SERVICES

This agreement is made on \_\_\_\_\_, 2019 between the Village of Bayside ("Village") and Mary M. Censky, Planner, W161 N10552 BrookHollow Drive, Germantown, WI 53022 ("Contractor").

WHEREAS, the Village desires to have the Contractor provide the full and ordinary range of professional community planning services to support Village staff, the Village Plan Commission and the Village Board functions and similar;

WHEREAS, the Contractor agrees to provide these professional services for the Village under the terms and conditions set forth herein;

IN CONSIDERATION of the mutual promises set forth in this contract, it is agreed by and between the Village and Contractor as follows:

1. **DISCRIPTION OF SERVICES**

The services to be performed by the Contractor includes all services generally performed by Contractor in the Contractor's usual line of business, including, but not limited to, those services as described on the Attachment(s) to this agreement.

2. **RELATIONSHIP OF PARTIES**

The parties intend that an Independent Contractor-employer relationship will be created by this contract. Village is interested only in the results to be achieved, and the conduct and control of the work will lie solely with contractor. Contractor is not to be considered an agent or employee of the Village for any purpose. The Contractor is not entitled to any of the benefits that the Village provides for Village employees. It is understood that the Village does not necessarily agree to use the Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed while under contract with the Village, except as otherwise provided in paragraph 10 hereunder.

3. **ORGANIZATIONAL RESPONSIBILITY**

During the term of this Agreement, and when performing such duties as hereunder described, the Contractor shall be responsible to the Village Board and Plan Commission through the Village Manager, or in his absence, the Village President.

4. **PAYMENT**

Village shall pay the Contractor \$60.00 per hour for planning services. Payment by the Village to the Contractor shall be monthly. The Contractor's billing shall indicate the date, description of services provided, and the amount of time expended each day such services are provided.

5. **TERM OF AGREEMENT**

This agreement shall be for a term of one year commencing upon the date of its execution. The agreement shall be annually renewable thereafter on the same term unless terminated as provided hereunder.

6. **ITEMS PROVIDED BY THE VILLAGE TO SUPPORT THE SERVICES**

- a. Any and all legal costs and legal counsel as well as engineering costs and engineering work related to the services provided herein, which work will be provided for the Contractor by the Village while performing work for the Village.
- b. Long-term file care/maintenance.
- c. All travel requiring the Contractor's personal vehicle shall be paid to the Contractor at the then applicable business expense mileage rate established by the IRS from time to time.

7. **RESERVATION OF RIGHTS**

The Village reserves the right to review and comment on Contractor's services throughout the duration of the agreement to ensure the Village's satisfaction with the results of Contractor's services. This reservation does not alter the Independent Contractor-employer status of the parties, nor does it create an employer-employee relationship.

8. **ASSIGNMENT**

This Agreement shall not be assignable by the Contractor without the written consent of the Village.

9. **NOTICE**

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and by personal delivery or sent by certified or registered mail to the principal place of business of the Village or principal place of business of the Contractor.

10. **AVOIDANCE OF A CONFLICT OF INTEREST**

To avoid a conflict of interest, the Contractor shall not undertake any planning work for any contiguous community, property owner, or developer of a project within the Villages corporate limits, unless authorized to do so by the Village Board.

11. **TERMINATION**

This Agreement is terminable at will by either party upon sixty (60) days prior written notice to the other party.

**In witness whereof, the parties have executed this agreement the day and year first written above.**

CONTRACTOR

VILLAGE OF BAYSIDE

\_\_\_\_\_  
Mary M. Censky, Planner

\_\_\_\_\_  
Sam Dickman, Village President

\_\_\_\_\_  
Andy Pederson, Village Manager

## **ATTACHMENT 1**

### **DESCRIPTION OF SERVICES**

The contractor shall provide community planning services to the Village. These services shall include attendance at Planning Commission meetings, Village Board meetings, and related public meetings, workshops,... as directed if/as needed; and, advising the Village Planning Commission, Village Board and similar/related committee's/commission's on technical items of a planning nature; and undertaking planning-related work items referred to the Contractor by the Village Manager.

Services to be provided by the Contractor are anticipated to include, though not necessarily limited to, the following:

- Preparatory research work and preparation of advisory reports for Planning Commission meetings where a finding or recommendation from Contractor to the Planning Commission and/or other Village officials is required. This may include items such as, but not limited to, concept/consultative use and development plans; actionable plans such as site, architecture, lighting, landscaping, signage and related plans of operation, rezoning and annexation matters, preliminary and final plats, PUD's, development agreements, redevelopment proposals, certified survey maps and similar.
- Any additional planning projects such as comprehensive plan, master land use plan and/or zoning code redrafts or updates, which work is outside the scope of services described above, shall be mutually agreed to by the parties including the scope of such services, method of work and amount of compensation.
- Consulting with applicants and/or miscellaneous inquiries to provide information/feedback attendant to their various specific land use/development matters.
- Such other time expended and work/services rendered as may be mutually agreed upon between the Village and Contractor from time to time.

All work under this agreement shall be referred to the Contractor by the Village Manager, Village Board and/or their duly authorized representatives.

# Agreement for Assessment Services

Prepared for:

**VILLAGE OF BAYSIDE**

By

Accurate Appraisal, LLC

**Section I**

Agreement for FULL VALUE PROGRAM

Provided by Accurate Appraisal LLC.

For

VILLAGE OF BAYSIDE, MILWAUKEE AND OZAUKEE Counties for the assessment  
years of 2020 through 2025

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**Agreement completion date of August 31th of each year**

Fee for services rendered:

Accurate shall be paid the sum of:

**FULL VALUE PROGRAM**  
**For \$149,400**



\_\_\_\_\_  
Jim Danielson  
Member  
Accurate Appraisal LLC

8/16/2019  
Date

\_\_\_\_\_  
Authorized Client Signature

\_\_\_\_\_  
Date

# **AGREEMENT FOR FULL-VALUE FULL VALUE PROGRAM**

## **Section II**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the  
VILLAGE OF BAYSIDE, MILWAUKEE AND OZAUKEE Counties, State of  
Wisconsin, party of the first part, hereinafter referred to as "Client",  
AND

ACCURATE APPRAISAL LLC., PO BOX 415, MENASHA, WI 54952, party of the  
second part, hereinafter referred to as "Accurate".

## **SCOPE OF SERVICES**

Accurate shall provide the Client with assessing services by Wisconsin Department of  
Revenue Certified Personnel for the 2020 – 2025 assessment years which includes the  
following:

1. Accurate shall update and maintain 100% real property assessment records for the  
Client. Said service shall include the assessment of all new construction, remodeling,  
additions and changes relating to improvements removed for any reason such as fire,  
demolition, etc. through building permits. All inspections requested by property  
owners and/or Board of Review will be granted. Accurate shall reapportion value  
brought about through property splits. This service shall also include all property  
values be kept in market value compliance in accordance with the Wisconsin  
Department of Revenue's yearly equalized values.
2. Accurate shall prepare and mail personal property blotters from a list supplied by the  
Client of the accounts to be assessed. Accurate will analyze returned personal  
property blotters from the merchants in order to establish the proper assessment.
3. Accurate shall be required to attend Open Book and all Board of Review meetings  
and shall be responsible for defending all assessments. The Open Book meeting  
shall be conducted as needed. All meeting times shall be consecutive. The meetings  
shall be scheduled by Accurate with the Clerk. The Open Book meetings shall be  
completed no later than the agreement date specified in Section III of this agreement.
4. Accurate shall enter real estate and personal property assessments in the current  
assessment roll so that it may be submitted to the Board of Review.



5. Accurate shall retain the right to employ additional certified personnel at Accurate's expense as deemed necessary to complete the assessment roll in a timely manner. Responsibility for the content and accuracy of the assessment roll regardless of the use of other personnel shall, however, rest with Accurate.
6. The Client's responsibilities will be to supply Accurate with adequate office space in or near the Client's Village Hall. Items to be mailed such as, but not limited to, assessor's final report and personal property blotters will be the responsibility of Accurate.
7. Without waiving any statutory or common law immunities or limitations on liability, the Client will hold harmless Accurate from all claims and liabilities due to the assessment of property and as the agent for the Client as it relates to the specific services outlined in this agreement. Claims or liabilities, which result from the intentional or negligent acts or omissions of Accurate, its employees, agents and representatives, shall be the responsibility of Accurate.
8. This agreement between the Client and Accurate shall begin 14 days after final adjournment of Board of Review in 2020 through 14 days after final adjournment of Board of Review in 2025. It is expected the work will commence with the mailing of personal property blotters and be completed after the final adjournment of the Board of Review and any necessary follow up questions and/or work because of appeals of Board of Review decisions.
9. Accurate shall submit monthly invoices based upon a percentage complete. The Client reserves the right to retain a 10% holdback pending final completion of all terms and conditions of the contract.
10. Accurate shall provide advice and opinion for assessment matters and will defend values through the appeal process beyond the Open Book and Board of Review.
11. Accurate shall complete its Board of Review hearings under this agreement no later than the date specified in section II of this agreement, except for delays caused by the Client, Counties or state. Accurate may request a thirty-day extension to the contract upon written agreement with the Client.
12. Accurate shall maintain full insurance coverage to protect and hold harmless the Client. Limits of liability shall be not be less than the amounts listed below in this contract:

#### INSURANCE COVERAGE

##### General Liability

General Aggregate	\$ 4,000,000
Each Occurrence	\$ 1,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 10,000

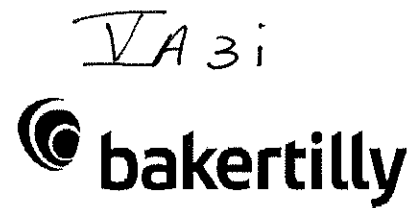
13. Accurate shall consider the cost approach, market approach, and income approach in the valuation of all land and improvements where applicable.
14. Accurate shall use Computer Assisted Mass Appraisal software to accurately provide the Client with records of the maintenance and revaluation. For both residential and commercial valuation, Global Valuation Systems or any other applicable CAMA software package will be utilized following market data, Volume II of the Assessor manual and Marshall & Swift cost tables. The cost of the yearly maintenance fee for the software will be at no additional cost to the Client. The data will be available to the public on [accurateassessor.com](http://accurateassessor.com); building data and appointment scheduling will also be available at no additional expense to the Client.
15. Photographs of all improved parcels will be taken digitally at no additional expense to the Client.
16. All expenses incurred by Accurate during the contract such as postage, phone calls, etc...., will be at no additional expense to the Client.
17. Accurate will promote understanding of the assessment process with taxpayers and the Client. The Client and Accurate shall work to maintain good public relations throughout the assessment program.
18. Accurate shall also maintain, at its expense, an “800” telephone number.

### **Section III**

#### **Services for FULL VALUE PROGRAM**

	Full Value Program
Description of Service	2020: Market Revaluation
	2021: Market Revaluation
	2022: Market Revaluation
	2023: Market Revaluation
	2024: Market Revaluation
	2025: Market Revaluation
Yearly Cost	\$24,900
Term of Contract	6 Year Extension
Total Contract	\$149,400





Baker Tilly Virchow Krause, LLP  
777 E Wisconsin Ave, 32nd Fl  
Milwaukee, WI 53202-5313

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F: +1 (414) 777 5555

[bakertilly.com](http://bakertilly.com)

August 9, 2019

Village Board  
c/o Mr. Andrew Pederson  
Village of Bayside  
9075 North Regent Road  
Bayside, WI 53217-1800

Dear Mr. Pederson:

Thank you for using Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "we" or "our") as your auditors.

The purpose of this letter (the "Engagement Letter") is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the Village of Bayside ("you" or "your").

#### **Service and Related Report**

We will audit the basic financial statements of the Village of Bayside as of and for the years ended December 31, 2019, 2020, 2021, 2022 and 2023, and the related notes to the financial statements. Upon completion of our audit, we will provide the Village of Bayside with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the Village of Bayside we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Combining and Individual Fund Financial Statements

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the Village of Bayside's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village of Bayside's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Management's Discussion and Analysis
- > Budget Comparison Schedules
- > OPEB - related schedules
- > Pension - related schedules

#### **Our Responsibilities and Limitations**

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities.

The audit will include obtaining an understanding of the Village of Bayside and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards.

We will design our audit to obtain reasonable, but not absolute, assurance of detecting errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

### **Management's Responsibilities**

The Village of Bayside's management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the Village of Bayside involving: (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements; and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the Village of Bayside received in communications from employees, former employees, analysts, grantors, regulators, or others.

Mr. Andrew Pederson  
Village of Bayside

August 9, 2019  
Page 4

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Village of Bayside complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the "Act"). Baker Tilly is not recommending an action to the Village of Bayside; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

#### **Nonattest Services**

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Financial statement preparation
- > Adjusting journal entries
- > Compiled regulatory report

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

Mr. Andrew Pederson  
Village of Bayside

August 9, 2019  
Page 5

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

In addition to the audit services discussed above, we will compile the annual Financial Report Form to the Wisconsin Department of Revenue. See Addendum A attached, which is an integral part of this Engagement Letter.

#### **Other Documents**

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

The Village of Bayside may wish to include our report on these financial statements in an official statement or some other securities offering. You agree that the aforementioned audit report or reference to Baker Tilly will not be included in such offering without our prior written permission or consent. Upon notification, auditing standards will require our involvement with the official statement, and any procedures related to this involvement will be a separate agreement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to regulators, the Village of Bayside hereby authorizes us to do so.



Mr. Andrew Pederson  
Village of Bayside

August 9, 2019  
Page 6

### Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Village of Bayside's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Village of Bayside is unable to provide such schedules, information, and assistance, Baker Tilly and you will mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Financial Audit					
Village	\$ 20,150	\$ 20,550	\$ 20,950	\$ 21,400	\$ 21,450
Sewer	3,500	3,525	3,550	3,575	3,600
Preparation of Financial					
Report Form	<u>1,100</u>	<u>1,100</u>	<u>1,100</u>	<u>1,100</u>	<u>1,100</u>
Total	<u>\$ 24,750</u>	<u>\$ 25,175</u>	<u>\$ 25,600</u>	<u>\$ 26,075</u>	<u>\$ 26,150</u>

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision, and billing arrangements we use in connection with these professionals.

Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

Mr. Andrew Pederson  
Village of Bayside

August 9, 2019  
Page 7

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Village of Bayside, unless otherwise prohibited. In the event we are requested by the Village of Bayside or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Village of Bayside, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the Village of Bayside, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the Village of Bayside with any other services you may find necessary or desirable.

#### **Resolution of Disagreements**

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, Judicial Arbitration & Mediation Services ("JAMS"), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Mr. Andrew Pederson  
Village of Bayside

August 9, 2019  
Page 8

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

#### **Limitation on Damages and Indemnification**

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter, not otherwise covered by insurance, shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, without waiving any statutory or common law immunities or limitations on liability, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

#### **Other Matters**

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Mr. Andrew Pederson  
Village of Bayside

August 9, 2019  
Page 9

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the Village of Bayside will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Village of Bayside violates this non-solicitation clause, the Village of Bayside agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

Baker Tilly Virchow Krause, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the Village of Bayside and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Village of Bayside's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

Mr. Andrew Pederson  
Village of Bayside

August 9, 2019  
Page 10

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Wendi M. Unger, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Wendi M. Unger is available at 414 777 5423, or at [wendi.unger@bakertilly.com](mailto:wendi.unger@bakertilly.com).

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP

A handwritten signature in black ink that reads "Baker Tilly Virchow Krause, LLP". The signature is written in a cursive, flowing style.

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

---

Official's Name

---

Official's Signature

---

Title

---

Date

## ADDENDUM A

We will perform the following services:

1. We will compile, from information you provide, the annual Financial Report Form to the Wisconsin Department of Revenue, for the year ended December 31, 2019. Upon completion of the compilation of the annual Financial Report Form, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the Village of Bayside, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the annual Financial Report Form to you as a result of this engagement.

Our report on the annual Financial Report Form of the Village of Bayside is presently expected to read as follows:

Management is responsible for the 2019 Financial Report Form C for the year ended December 31, 2018 included in the accompanying prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the 2019 financial report form C included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the 2019 Financial Report form C included in the prescribed form.

The Financial Report Form C included in the accompanying prescribed form is presented in accordance with the requirements of the Wisconsin Department of Revenue, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Wisconsin Department of Revenue and is not intended to be and should not be used by anyone other than this specified party.

### Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

## **Management's Responsibilities**

The Village of Bayside's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the Financial Report Form C included in the form prescribed by the Wisconsin Department of Revenue, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the Financial Report Form C, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

STATE OF WISCONSIN  
MILWAUKEE AND OZAUKEE COUNTIES  
VILLAGE OF BAYSIDE

ORDINANCE NO: 19- \_\_\_\_\_

**An Ordinance to Repeal and Recreate Section 104-153 of the Municipal Code  
With Regard to Maintenance and Repair of Property**

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

Section One: Section 104-153 of the Municipal Code is hereby repealed in its entirety and recreated to read as follows:

Section 104-153 Maintenance and Repair.

- (a) *Required.* Every owner, occupant or manager (or their agent) of property shall maintain the same and keep every building or structure in a reasonable state of repair
- (b) *Exteriors.* With respect to all buildings and structures on the property, the owner, occupant or manager (or their agent) shall keep the exterior thereof in a neat and attractive appearance and structurally sound, and shall paint and repaint the wooden portion thereof as may be reasonably required to maintain the same, and shall keep stone or brick adequately tuck-pointed and shall keep other building material in a neat, attractive and structurally sound condition.
- (c) *Plantings and lawns.* The owner, occupant or manager (or their agent) of all premises shall maintain trees, shrubs and other plantings as necessary to create a neat and attractive appearance. Yards shall be kept free of noxious weeds as identified in Wis. Stats. § 66.96(2). Grass shall be cut, including the grass in the area between the lot line and the shoulder of every highway, street or road, including private rights-of-way but not interstate highways, abutting such property, as often as may be necessary to maintain a neat and attractive appearance, but in no event shall grass or weeds be permitted to grow in excess of five inches in height. The foregoing provisions regarding maintenance of living and removal of dead trees, limbs or shrubs shall not apply to those trees, limbs or shrubs standing in contiguous wooded areas in excess of two acres except to the extent that any such living or dead tree, limb or shrub represents a risk of harm to neighbors, neighboring property, or the public at large.
- (d) *Notice to owner.* If any weeds, grass dead trees, shrubs, branches, brush, or plantings required to be removed or cut as provided by this section have not been removed or cut, or if any exterior maintenance has not been performed as required by this section, notice to comply with this section shall be given by the village manager or his designee to the owner of the real estate by having a written notice delivered to such owner or a member



of the owner's household of suitable age and discretion, or by mailing the same to the last known address of the owner, which notice shall refer to this section and advise the owner in the case of dead trees, shrubs or branches to remove all dead trees, shrubs or branches within 45 days (which period may be extended by the Village Manager upon written request for up to two 30-day extensions subject to the Village Manager finding just cause in each instance) and in the case of any other maintenance and repair violation under this section to maintain the property within any other time limits set forth by the village board.

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

Section Four: 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 September, 2019.

VILLAGE OF BAYSIDE

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Samuel D. Dickman, Village President

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Lynn A. Galyardt, Administrative Services  
Director/Village Clerk



## North Shore Library August 2019

### Activity by the Numbers

- 10,866 Residents visited the North Shore Library
- 19,667 Physical Items checked out
- 79 New Library Cards Issued
- 27 days North Shore Library was open
- 3,997 E-items checked out by NSL residents
- 2,678 WIFI Sessions
- 1,551 Public Computer Sessions
- 3,378 Website Visits
- 29 Community Room
- 167 Study Room use

### Classes

- 8 Children's Classes with 264 Participants
- 17 Adult Classes with 261 Participants
- 5 Outreach Events with 408 Interactions

### Highlights/Accomplishments

- Take a look at the bottom of your library receipt next time you check out. It provides an estimate of how much money you saved by borrowing the items rather than purchasing them. North Shore Library patrons saved more than \$4.7 million dollars in 2018 alone! Your library card is the biggest money saver in your wallet. Use it often!
- The North Shore Library has been awarded the prestigious *2019 Programming Innovation Award* from the Wisconsin Library Association. As one of just five awards, it recognizes the library's innovative and excellent programs that engage community members and inspire learning. The Library was honored for its Memory Connection Center and classes offered for Dementia Caregivers.
- The North Shore Library Youth Summer Reading Program, ended August 3 with a total of 963 Summer Readers signed-up. During the eight weeks of the Summer Reading Program, Youth Services Staff held 75 programs, story times and outreach events and reached 1,900 participants during these events!
- Library staff participated in both the Glendale and Bayside National Night Out, Fox Point Farmer's Market and the Glendale Root Beer Fest in August.

