



**Village of Bayside
9075 N Regent Road
Board of Trustees Meeting
August 17, 2023
Village Board Room, 6:00pm**

MEETING AGENDA

PLEASE TAKE NOTICE that a meeting of the Bayside Village Board will be held at the Village Hall of the Village of Bayside, 9075 N. Regent Road, Bayside, Wisconsin in addition to virtually. Public can access this meeting of the Village Board by phone or by computer. The phone number is: **+1 312 626 6799**. The Zoom Meeting code is: **849 7557 6856** and the Passcode is: **530746**. <https://bit.ly/3QBBrdT> Persons desiring to speak in the remote format during Agenda Item III, Citizens and Delegations, should register twenty-four hours in advance by calling (414) 206-3915. The following items of business will be discussed and possibly acted upon:

I. CALL TO ORDER AND ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. CITIZENS AND DELEGATIONS

Open to any citizen who wishes to speak. 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.

IV. CONSENT AGENDA

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

Approval of:

- A. July 2023 Financial Statement.
- B. Board of Trustees meeting minutes, July 20, 2023 and July 27, 2023.
- C. Summary of Disbursements for July 14, 2023 through August 4, 2023 in the amount of \$412,389.41.
- D. July 2023 Community Impact Report.
- E. Proposal for Fire Suppression Upgrade for Bayside Communications Center.
- F. Memorandum of Understanding between Village of Bayside and City of Greenfield for Emergency Management 911 Dispatch Services Backup Center
- G. Resolution 23-12, A Resolution to amend the 2023 Annual Program Budget.
- H. 2023 Joint Library Services Agreement
- I. Police Department General Order 3205, 4205, 5103.3, 5104, 5104.01, 5112, 5212, 6101, 6102, 7305, and 7403.
- J. Discussion/action on Resolution 23-13, A Resolution Authorizing the Redemption of the Village's Special Assessment B Bonds, Series 2015A, dated May 7, 2015.

V. BUSINESS AGENDA

- A. **COMMITTEE AND COMMISSION REPORTS**

1. **Public Works Committee**
 - a. Discussion/action on July 2023 Department of Public Works Report.
 - b. Discussion/update on 2023 Capital Projects.
2. **Public Safety Committee**
 - a. Discussion/action on July 2023 Communications Center Report.
 - b. Discussion/action on July 2023 Police Department Report.
3. **Finance and Administration Committee**
 - a. Discussion/action on July 2023 Administrative Services Report.
4. **Library Board**
 - a. Discussion/action on July 2023 Library Report.

VI. VILLAGE PRESIDENT'S REPORT

VII. VILLAGE MANAGER'S REPORT

VIII. VILLAGE ATTORNEY'S REPORT

IX. 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 (Fox Point-Bayside School District Permitting Indemnification Request) (Teamsters Local 200 Police Union Negotiations).

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

- A. Action on items in closed session.

XI. ADJOURNMENT

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)



Village of Bayside
9075 N Regent Road
Board of Trustees Meeting
August 17, 2023
Village Board Room, 6:00pm

SUPPLEMENTAL AGENDA NOTES

- I. **CALL TO ORDER AND ROLL CALL**
- II. **PLEDGE OF ALLEGIANCE**
- III. **CITIZENS AND DELEGATIONS**
- IV. **CONSENT AGENDA**

Approval of:

- A. **July 2023 Financial Statement.**
- B. **Board of Trustees meeting minutes, July 20, 2023 and July 27, 2023.**
- C. **Summary of Disbursements for July 14, 2023 through August 4, 2023 in the amount of \$412,389.41.**
- D. **July 2023 Community Impact Report.**

Included in the packet is the July 2023 Community Impact Report. Of significant note, website visits have reached 89% of the total year goal in just the seventh month. **Approval is recommended.**

- E. **Proposal for Fire Suppression Upgrade for Bayside Communications Center.**

The BCC Data Center's current fire suppression system is undersized and outdated, necessitating replacement. Key issues prompting this include the system's inability to handle the Center's scale, increased equipment, and layout changes. Outdated technology lacks advanced detection, agent distribution, and control mechanisms, potentially leading to malfunctions and non-compliance with safety codes. Mission critical infrastructure equipment's protection is compromised, risking downtime, data loss, and financial impact. Modern fire suppression systems offer rapid response with early detection through sensors, preventing extensive damage. Dry agent selection is also crucial for technology hardware protection. **Approval is recommended.**

- F. **Memorandum of Understanding between Village of Bayside and City of Greenfield for Emergency Management 911 Dispatch Services Backup Center.**

Attached is a Memorandum of Understanding (MOU) between the Village of Bayside and the City of Greenfield to work as 911 dispatch back up centers for their respective communities should unforeseen disruptions occur to their centers. The City of Greenfield has approved the MOU. **Approval is recommended.**

- G. **Resolution 23-12, A Resolution to amend the 2023 Annual Program Budget.**

The proposed resolution addresses several revenue sources that are seeing an increase as a result of corresponding expense or increased service. The expenditures have previously been authorized

by the Village Board and have no negative impact as any requested increase in expenditure has been offset by an increased revenue. Changes are part of mid-year housekeeping procedures. **Approval is recommended.**

H. 2023 Joint Library Services Agreement

The 2023 Joint Library Services Agreement was approved by the Village Board at the May 18, 2023 meeting. Changes were based on the State of Wisconsin Department of Public Instruction (DPI) review of the agreement. The Village of River Hills has since requested minor changes be made. Those changes are included in the packet. **Approval is recommended.**

I. Police Department General Order 3205, 4205, 5103.3, 5104, 5104.01, 5112, 5212, 6101, 6102, 7305, and 7403.

The Police Department is currently going through accreditation and is updating all department policies in advance of the accreditation process. Municipal Code Section 23-51(7) requires approval of policy changes by the Village Board. **Approval is recommended.**

J. Discussion/action on Resolution 23-13, A Resolution Authorizing the Redemption of the Village's Special Assessment B Bonds, Series 2015A, dated May 7, 2015.

Attached is a resolution authorizing the redemption of special assessment B bonds, series 2015A dated May 7, 2015. This resolution is in regard to the pre-payment by property owners for the municipal water project in 2015. The resolution requires the Village Board to approve this in order for the bond holders to be repaid based on monies that have been received from property owners for the pre-payments. This resolution authorized the pre-pay for a total of \$5,000. **Approval is recommended.**

V. BUSINESS AGENDA

A. COMMITTEE AND COMMISSION REPORTS

1. Public Works Committee

a. Discussion/action on July 2023 Department of Public Works Report.

Included in the packet is the July 2023 Department of Public Works Report. Of significant note, the street sign topper project was started and completed. Over 250 street signs were replaced. **Approval is recommended.**

b. Discussion/update on 2023 Capital Projects.

• I-43 North-South

The I-43 North-South project includes the expansion of I-43 from four to six lanes, the reconstruction of five existing interchanges along the corridor, a new interchange at Highland Road, and the replacement of the Union Pacific railroad bridge over I-43 in Glendale. The project also includes the expansion of a section of Port Washington Road in Glendale from two lanes to four lanes.

Within Bayside, the I-43/Brown Deer Road interchange will be reconfigured into a diverging diamond. The previous northbound ramps are permanently closed, and new ramps are currently under construction. The Noise Mitigation Wall (approved by vote of impacted properties) is currently under construction. The new stormwater management pond, located at the previous Port Washington Road off ramp, is also under construction. The new traffic signal at County Line Road and Port Washington Road was anticipated to be installed August 14, but has been delayed as the DOT is trying to locate poles for the signals.

- **Brown Deer Road Sanitary Sewer Replacement**

The MMSD Brown Deer Road Sanitary Sewer Replacement is nearing completion. Paving is expected to be completed on August 21, 2023 with the road opening later that week.

- **2023 Road Project**

The Village will be resurfacing streets and addressing stormwater management in 2023. The streets to be resurfaced include North Sequoia Drive, West Duchess Court, West Jonathan Lane, and North Apple Blossom Lane.

The road resurfacing project will consist of pulverizing the existing pavement, shaping the base of the road, overlaying with new asphalt pavement, and laying a stone shoulder. As part of the 2023 project, the Village is conducting a stormwater analysis for the area and will continue the culvert replacement program to address stormwater concerns caused by non-functioning driveway culverts. Culverts will be analyzed by condition (rotting/rusting/clogged), elevation (align with water flow line), pitch (sloped in appropriate direction), and size (correctly sized to meet flow needs).

The DPW is in phase 6 of 8 of the planned ditching project. DPW is anticipated to be finished with ditching and culvert replacements by the end of August/beginning of September. Milling and paving is anticipated to begin immediately after Labor Day.

- **Tennyson Drive Stormwater Management Infrastructure Project**

The main infrastructure portion of this project has been completed. The shoulder and landscape has been completed. The fabric, drains, and final punchlist items are to be completed in September.

- **East Bayside Sanitary Sewer Relief System**

The project consists of developing a new sanitary sewer relief system, which will extend and connect to another sanitary sewer relief to the intersection of Lake Drive and Manor.

The construction bid was approved at the April 20, 2023, Village Board meeting. The pre-construction meeting and public information meeting was held on June 19. Construction began the week of July 17. The sewer contractor has finished their portion of the work. The milling and paving of the road will begin August 21. The road will remain closed for safety reasons, but local traffic will be able to access the road.

- **Brown Deer Road Sanitary Sewer Infrastructure Study**

Similar to the East Bayside Sanitary Sewer Relief System project, the Village Engineer is preparing a work plan to identify sewer capacity and develop engineered solutions to enhance sanitary sewer capacity in the 8-block area bounded by Brown Deer Road, Krause Place, Iroquois Road, and Navajo Road. The scope of work includes creating a computer model of the sewers in the area and develop recommendations for consideration.

- **MMSD Fish Creek Study**

The scope of the project generally consists of the following:

- Reviewing the hydrologic and hydraulic modeling done by WisDOT and SEWRPC. Fish Creek and its tributaries will be evaluated.
- Examining and documenting field conditions, paying particular attention to stream erosion potential.
- Analyzing alternatives for mitigating flooding within the Village of Bayside.
- Recommending an alternative to reduce risk of flooding to structures in the Village of Bayside while protecting downstream reaches from erosion.

- o Producing preliminary engineering plans, specifications, and cost estimates for the selected alternative.
- o Facilitating stakeholder workshops and public meetings.
The Consultant's evaluations and recommendations will be summarized in the Preliminary Engineering Design Report.

- **MMSD Private Property Infiltration and Inflow Reduction Program**

The Milwaukee Metropolitan Sewerage District Private Property Infiltration and Inflow Reduction project is a pilot project to allow MMSD to rehabilitate the area near the Bay Point lift station. Funded through a grant, MMSD will engineer, project manage, and rehabilitate the private laterals through the MMSD PPII program allocation for the Village. MMSD, in conjunction with the Village, submitted 3 competitive applications which were accepted for this program. The 3 applications cover construction repairs, 5 full lateral replacements, and investigative work.

- 2. **Public Safety Committee**

- a. **Discussion/action on July 2023 Communications Center Report.**

Included in the packet is the July 2023 Communications Center Report. Of significant note, BCC was selected as the Primary PSAP in Milwaukee County and has worked to submit the NextGen911 grant. **Approval is recommended.**

- b. **Discussion/action on July 2023 Police Department Report.**

Included in the packet is the July 2023 Police Department Report. Of significant note, interviews have begun with candidates to fill the vacant police officer position. The application deadline is August 19. **Approval is recommended.**

- 3. **Finance and Administration Committee**

- a. **Discussion/action on July 2023 Administrative Services Report.**

Included in the packet is the July 2023 Administrative Services Report. Of significant note, four new employees were on boarded. **Approval is recommended.**

- 4. **Library Board**

- a. **Discussion/action on July 2023 Library Report.**

Included in the packet is the July 2023 Library Report.

VI. VILLAGE PRESIDENT'S REPORT

VII. VILLAGE MANAGER'S REPORT

VIII. VILLAGE ATTORNEY'S REPORT

IX. 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 (Fox Point-Bayside School District Permitting Indemnification Request) (Teamsters Local 200 Police Union Negotiations).**

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

A. Action on items in closed session.

XI. ADJOURNMENT

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 10 GENERAL FUND						
Account Category: Revenues						
TAXES						
10-00000-41100	PROPERTY TAXES	3,325,474.00	2,906,639.88	0.00	418,834.12	87.41
10-00000-41300	INTEREST ON DELINQUENT TAXES	12,000.00	20,757.20	1,507.18	(8,757.20)	172.98
10-00000-41500	PAYMENT IN LIEU OF TAXES	48,290.00	48,372.01	0.00	(82.01)	100.17
	TAXES	3,385,764.00	2,975,769.09	1,507.18	409,994.91	87.89
INTERGOVERNMENTAL						
10-00000-43210	COMMUNITY DEVELOPMENT BLOCK GR	5,998.00	5,491.45	5,491.45	506.55	91.55
10-00000-43225	PUBLIC SAFETY COMMUNICATION AD	102,421.00	102,421.00	0.00	0.00	100.00
10-00000-43235	NORTH SHORE LIBRARY REVENUE	19,812.00	19,811.86	0.00	0.14	100.00
10-00000-43240	TID ADMINISTRATION	15,000.00	15,000.00	0.00	0.00	100.00
10-00000-43410	STATE SHARED REVENUES	60,298.00	9,044.63	9,044.63	51,253.37	15.00
10-00000-43415	VIDEO SERVICE PROVIDER AID	14,470.00	14,470.35	14,470.35	(0.35)	100.00
10-00000-43510	RECYCLING GRANT	25,704.00	25,716.59	0.00	(12.59)	100.05
10-00000-43523	PUBLIC SAFETY GRANT	26,000.00	6,924.27	1,000.00	19,075.73	26.63
10-00000-43530	EXEMPT COMPUTER AID	15,160.00	15,159.62	15,159.62	0.38	100.00
10-00000-43535	PERSONAL PROPERTY AID	1,738.00	1,737.78	0.00	0.22	99.99
10-00000-43540	STATE TRANSPORTATION AIDS	415,180.00	279,470.40	93,156.80	135,709.60	67.31
10-00000-43545	ST 32 HIGHWAY AIDS	17,013.00	12,775.95	4,258.65	4,237.05	75.10
10-00000-43555	INTERGOVERNMENTAL GRANT	0.00	1,998.68	0.00	(1,998.68)	100.00
10-00000-43600	EXPENDITURE RESTRAINT	78,786.00	78,785.92	78,785.92	0.08	100.00
10-00000-48215	INTERGOVERNMENTAL REVENUE	0.00	27,449.58	27,449.58	(27,449.58)	100.00
	INTERGOVERNMENTAL	797,580.00	616,258.08	248,817.00	181,321.92	77.27
LICENSES & PERMITS						
10-00000-44100	OPERATORS LICENSE	900.00	1,760.00	550.00	(860.00)	195.56
10-00000-44120	LIQUOR LICENSE	2,880.00	3,000.00	0.00	(120.00)	104.17
10-00000-44140	CIGARETTE LICENSE	300.00	300.00	0.00	0.00	100.00
10-00000-44220	ANIMAL LICENSES	1,300.00	1,090.52	0.00	209.48	83.89
10-00000-44300	CABLE FRANCHISE FEES	60,000.00	16,861.16	3,289.81	43,138.84	28.10
10-00000-44415	ARC APPLICATION FEES	2,500.00	3,400.00	225.00	(900.00)	136.00
10-00000-44420	OCCUPANCY PERMITS	750.00	31,100.00	0.00	(30,350.00)	4,146.67
10-00000-44435	TRANSIENT MERCHANT PERMIT	100.00	250.00	0.00	(150.00)	250.00
10-00000-44460	BUILDING PERMITS	95,000.00	326,482.85	85,297.46	(231,482.85)	343.67
10-00000-44480	VACANT PROPERTY FEE	1,000.00	500.00	0.00	500.00	50.00
10-00000-44495	EXCAVATION/RIGHT OF WAY/PRIVLE	10,000.00	11,550.00	1,550.00	(1,550.00)	115.50
10-00000-44525	FILL PERMIT	0.00	4,510.00	0.00	(4,510.00)	100.00
10-00000-44530	RUMMAGE SALE PERMITS	200.00	150.00	30.00	50.00	75.00
10-00000-44535	DUMPSTER PERMITS	3,000.00	10,530.00	950.00	(7,530.00)	351.00
10-00000-44540	SIGN PERMITS	200.00	690.00	170.00	(490.00)	345.00
10-00000-44550	CONDITIONAL USE APPLICATION	600.00	600.00	0.00	0.00	100.00
10-00000-44555	BOARD OF ZONING APPEALS FEES	500.00	1,000.00	1,000.00	(500.00)	200.00
10-00000-44570	SPECIAL EVENT PERMITS	50.00	100.00	50.00	(50.00)	200.00
	LICENSES & PERMITS	179,280.00	413,874.53	93,112.27	(234,594.53)	230.85
FINES & FORFEITURES						
10-00000-45100	FINES & FORFEITURES-NSMC	35,000.00	21,731.77	1,751.03	13,268.23	62.09
10-00000-45105	FINES & FORFEITURES-BAYSIDE SD	10,000.00	5,174.35	680.00	4,825.65	51.74
10-00000-45125	NOTARY/FINGER	100.00	25.00	0.00	75.00	25.00
	FINES & FORFEITURES	45,100.00	26,931.12	2,431.03	18,168.88	59.71

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 10 GENERAL FUND						
Account Category: Revenues						
PUBLIC CHARGES FOR SERVIC						
10-00000-46110	PROPERTY STATUS REVENUE	4,000.00	2,360.00	460.00	1,640.00	59.00
10-00000-46120	PUBLICATION FEES	200.00	200.00	0.00	0.00	100.00
10-00000-46125	LEGAL SERVICE INVOICING	0.00	40,702.63	8,951.36	(40,702.63)	100.00
10-00000-46130	DATA SALES	250.00	50.00	0.00	200.00	20.00
10-00000-46310	SPECIAL PICKUPS	6,500.00	7,495.00	1,870.00	(995.00)	115.31
10-00000-46315	MULCH DELIVERIES	6,000.00	5,745.00	0.00	255.00	95.75
10-00000-46330	WELL PERMIT/ABANDONMENT FEES	0.00	225.00	75.00	(225.00)	100.00
10-00000-46400	EQUIPMENT RENTAL- SEWER FUND	20,600.00	20,600.00	600.00	0.00	100.00
10-00000-46415	EQUIPMENT RENTAL- STORMWATER F	20,600.00	20,600.00	600.00	0.00	100.00
10-00000-46710	PARK FACILITY RENTAL & PROGRAM	1,200.00	5,419.00	586.00	(4,219.00)	451.58
10-00000-46715	PUBLIC WORKS SERVICE REVENUE	3,000.00	1,847.90	30.00	1,152.10	61.60
	PUBLIC CHARGES FOR SERVIC	62,350.00	105,244.53	13,172.36	(42,894.53)	168.80
MISC REVENUE						
10-00000-48100	INTEREST	60,000.00	332,748.46	46,636.01	(272,748.46)	554.58
10-00000-48120	REALIZED/UNREALIZED GAIN/LOSS	0.00	2,842.65	(8,329.22)	(2,842.65)	100.00
10-00000-48200	MISCELLANEOUS REVENUE	500.00	665.85	0.00	(165.85)	133.17
10-00000-48210	COPIES	500.00	907.85	377.15	(407.85)	181.57
10-00000-48220	FALSE ALARM FEES	2,500.00	(364.50)	0.00	2,864.50	(14.58)
10-00000-48230	RECYCLING PROCEEDS	15,000.00	803.04	135.54	14,196.96	5.35
10-00000-48240	CREDIT CARD REVENUE	7,000.00	3,547.02	0.00	3,452.98	50.67
10-00000-48260	INSURANCE AWARDS/DIVIDENDS	0.00	13,765.00	4,667.00	(13,765.00)	100.00
10-00000-48310	EQUIPMENT SALE PROCEEDS	1,000.00	4,060.50	0.00	(3,060.50)	406.05
10-00000-48500	DONATIONS	8,000.00	11,471.25	2,290.00	(3,471.25)	143.39
	MISC REVENUE	94,500.00	370,447.12	45,776.48	(275,947.12)	392.01
	Revenues	4,564,574.00	4,508,524.47	404,816.32	56,049.53	98.77
Account Category: Expenditures						
GENERAL GOVERNMENT						
10-51000-51100	WAGES FT	319,365.00	143,854.01	22,707.12	175,510.99	45.04
10-51000-51170	HEALTH INSURANCE BUYOUT	1,200.00	1,071.32	166.65	128.68	89.28
10-51000-51190	DENTAL INSURANCE BUYOUT	147.00	72.72	11.30	74.28	49.47
10-51000-51200	TRUSTEE WAGES	8,400.00	4,900.00	700.00	3,500.00	58.33
10-51000-51250	ELECTION WAGES	3,400.00	3,452.75	0.00	(52.75)	101.55
10-51000-51300	ELECTIONS SUPPLIES	2,535.00	3,070.63	0.00	(535.63)	121.13
10-51000-51500	WISCONSIN RETIREMENT SYSTEM	26,506.00	11,142.08	1,544.09	15,363.92	42.04
10-51000-51510	SOCIAL SECURITY	25,437.00	12,597.55	1,746.42	12,839.45	49.52
10-51000-51520	LIFE INSURANCE	478.00	286.86	33.92	191.14	60.01
10-51000-51530	HEALTH INSURANCE	45,644.00	17,808.23	2,173.54	27,835.77	39.02
10-51000-51540	DENTAL INSURANCE	881.00	402.33	52.77	478.67	45.67
10-51000-51800	RECRUITMENT	100.00	89.85	0.00	10.15	89.85
10-51000-52100	CONTRACTUAL SERVICES	26,099.00	33,215.36	5,868.84	(7,116.36)	127.27
10-51000-52110	LEGAL COUNSEL - CONTRACTED	61,809.00	55,670.98	11,992.14	6,138.02	90.07
10-51000-52130	LEGAL COUNSEL-PERSONNEL	0.00	1,295.00	0.00	(1,295.00)	100.00
10-51000-52140	AUDIT SERVICES	19,313.00	21,001.79	0.00	(1,688.79)	108.74
10-51000-52170	PUBLIC HEALTH SERVICES	30,522.00	22,891.50	0.00	7,630.50	75.00
10-51000-52190	ASSESSOR SERVICES	24,900.00	21,165.00	0.00	3,735.00	85.00
10-51000-52210	TELECOMMUNICATIONS	1,872.00	1,718.18	159.23	153.82	91.78

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

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GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 10 GENERAL FUND						
Account Category: Expenditures						
GENERAL GOVERNMENT						
10-51000-52250	COMPUTER SUPPORT	1,000.00	0.00	0.00	1,000.00	0.00
10-51000-52260	BENEFIT ADMINISTRATIVE FEES	2,600.00	0.00	0.00	2,600.00	0.00
10-51000-52300	MATERIALS & SUPPLIES	2,700.00	672.11	48.97	2,027.89	24.89
10-51000-52380	FINANCIAL ADVISING SERVICES	3,000.00	0.00	0.00	3,000.00	0.00
10-51000-53000	ADMINISTRATIVE	1,200.00	0.00	0.00	1,200.00	0.00
10-51000-53100	OFFICE SUPPLIES	4,000.00	874.55	7.82	3,125.45	21.86
10-51000-53110	POSTAGE	5,500.00	2,453.58	0.00	3,046.42	44.61
10-51000-53210	DUES & SUBSCRIPTIONS	6,373.00	4,436.05	0.00	1,936.95	69.61
10-51000-53220	TRAINING, SAFETY & CERTS	9,255.00	5,186.93	818.95	4,068.07	56.04
10-51000-53240	PUBLICATIONS/PRINTING	400.00	104.48	35.16	295.52	26.12
10-51000-55000	CONTINGENCY	74,022.00	0.00	0.00	74,022.00	0.00
10-51000-55100	GENERAL LIABILITY	39,198.00	36,732.33	0.00	2,465.67	93.71
10-51000-55110	AUTO LIABILITY	5,345.00	5,345.00	0.00	0.00	100.00
10-51000-55120	BOILER INSURANCE	854.00	0.00	0.00	854.00	0.00
10-51000-55130	WORKERS COMPENSATION	29,179.00	26,423.25	0.00	2,755.75	90.56
10-51000-55150	COMMERCIAL CRIME POLICY	210.00	210.00	0.00	0.00	100.00
10-51000-55160	PROPERTY INSURANCE	7,836.00	8,321.28	0.00	(485.28)	106.19
10-51000-55170	PUBLIC OFFICIAL BONDS	7,615.00	0.00	0.00	7,615.00	0.00
10-51000-55200	TAX REFUNDS/UNCOLLECTIBLES	0.00	3,876.04	3,876.04	(3,876.04)	100.00
10-51000-55910	MUNICIPAL CODE	2,658.00	0.00	0.00	2,658.00	0.00
GENERAL GOVERNMENT		801,553.00	450,341.74	51,942.96	351,211.26	56.18
POLICE						
10-52100-51100	WAGES FT	1,129,242.00	585,202.56	78,723.43	544,039.44	51.82
10-52100-51110	OVERTIME	28,000.00	29,545.69	3,289.55	(1,545.69)	105.52
10-52100-51150	GRANT OVERTIME	26,000.00	4,259.57	0.00	21,740.43	16.38
10-52100-51160	HOLIDAY PAY	37,340.00	3,210.25	565.96	34,129.75	8.60
10-52100-51170	HEALTH INSURANCE BUYOUT	12,600.00	0.00	0.00	12,600.00	0.00
10-52100-51180	SHIFT DIFFERENTIAL PAY	4,500.00	1,672.50	372.50	2,827.50	37.17
10-52100-51500	WISCONSIN RETIREMENT SYSTEM	157,315.00	82,040.87	10,875.69	75,274.13	52.15
10-52100-51510	SOCIAL SECURITY	93,740.00	46,567.98	6,149.89	47,172.02	49.68
10-52100-51520	LIFE INSURANCE	1,111.00	752.03	97.55	358.97	67.69
10-52100-51530	HEALTH INSURANCE	163,527.00	79,159.58	10,112.96	84,367.42	48.41
10-52100-51540	DENTAL INSURANCE	4,263.00	1,580.23	199.90	2,682.77	37.07
10-52100-52090	HOUSE OF CORRECTION FEES	300.00	0.00	0.00	300.00	0.00
10-52100-52100	CONTRACTUAL SERVICES	30,274.00	22,661.75	13,103.00	7,612.25	74.86
10-52100-52110	LEGAL COUNSEL-CONTRACTED	24,723.00	14,814.15	0.00	9,908.85	59.92
10-52100-52130	LEGAL COUNSEL-PERSONNEL	1,000.00	162.50	0.00	837.50	16.25
10-52100-52150	MADACC	1,633.00	1,225.14	408.38	407.86	75.02
10-52100-52210	TELECOMMUNICATIONS	7,483.00	4,744.26	325.70	2,738.74	63.40
10-52100-52250	COMPUTER SUPPORT SERVICES	5,000.00	0.00	0.00	5,000.00	0.00
10-52100-52300	MATERIALS & SUPPLIES	7,500.00	3,992.96	320.53	3,507.04	53.24
10-52100-52310	FLEET MAINTENANCE	7,000.00	690.63	193.41	6,309.37	9.87
10-52100-53100	OFFICE SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
10-52100-53110	POSTAGE	800.00	723.00	0.00	77.00	90.38
10-52100-53210	DUES & SUBSCRIPTIONS	1,100.00	660.00	0.00	440.00	60.00
10-52100-53220	TRAINING, SAFETY & CERTIFICATI	6,500.00	5,322.34	18.85	1,177.66	81.88
10-52100-53230	AMMUNITION	4,000.00	3,999.65	3,999.65	0.35	99.99

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 10 GENERAL FUND						
Account Category: Expenditures						
POLICE						
10-52100-53300	UNIFORM SUPPLIES	7,475.00	4,327.62	0.00	3,147.38	57.89
10-52100-53400	FUEL MAINTENANCE	21,000.00	10,058.08	1,348.47	10,941.92	47.90
10-52100-53900	EMPLOYEE RECOGNITION	100.00	0.00	0.00	100.00	0.00
POLICE		1,784,526.00	907,373.34	130,105.42	877,152.66	50.85
NORTH SHORE FIRE DEPT						
10-52200-52240	NORTH SHORE FIRE DEPARTMENT	893,225.00	669,918.00	0.00	223,307.00	75.00
10-52200-53760	FIRE INSURANCE DUES	0.00	27,449.58	27,449.58	(27,449.58)	100.00
NORTH SHORE FIRE DEPT		893,225.00	697,367.58	27,449.58	195,857.42	78.07
BUILDING INSPECTION						
10-52400-51100	WAGES FT	20,000.00	20,000.00	0.00	0.00	100.00
10-52400-52500	BUILDING INSPECTIONS	52,250.00	70,041.16	0.00	(17,791.16)	134.05
BUILDING INSPECTION		72,250.00	90,041.16	0.00	(17,791.16)	124.62
DEPT OF PUBLIC WORKS						
10-53000-51100	WAGES FT	305,444.00	146,204.90	15,861.28	159,239.10	47.87
10-53000-51110	OVERTIME	4,050.00	3,897.71	0.00	152.29	96.24
10-53000-51120	WAGES PT	14,400.00	3,967.50	2,137.50	10,432.50	27.55
10-53000-51170	HEALTH INSURANCE BUYOUT	1,300.00	1,584.26	257.55	(284.26)	121.87
10-53000-51190	DENTAL INSURANCE BUYOUT	118.00	113.28	18.88	4.72	96.00
10-53000-51500	WISCONSIN RETIREMENT SYSTEM	19,649.00	10,020.30	1,077.34	9,628.70	51.00
10-53000-51510	SOCIAL SECURITY	24,537.00	11,365.12	1,342.40	13,171.88	46.32
10-53000-51520	LIFE INSURANCE	495.00	223.30	23.39	271.70	45.11
10-53000-51530	HEALTH INSURANCE	72,437.00	39,347.58	3,802.60	33,089.42	54.32
10-53000-51540	DENTAL INSURANCE	1,641.00	768.88	82.22	872.12	46.85
10-53000-51800	RECRUITMENT	0.00	535.47	0.00	(535.47)	100.00
10-53000-52000	FACILITY MAINTENANCE & SUPPLIE	23,311.00	7,822.20	535.49	15,488.80	33.56
10-53000-52010	CLEANING & JANITORIAL SERVICES	11,640.00	6,415.27	606.74	5,224.73	55.11
10-53000-52020	HVAC MAINTENANCE	5,627.00	1,124.00	0.00	4,503.00	19.98
10-53000-52100	CONTRACTUAL SERVICES	40,847.00	20,752.77	4,866.25	20,094.23	50.81
10-53000-52160	ENGINEERING	11,600.00	16,226.68	1,816.67	(4,626.68)	139.89
10-53000-52200	UTILITIES	43,640.00	23,055.97	2,137.82	20,584.03	52.83
10-53000-52210	TELECOMMUNICATIONS	768.00	437.62	57.90	330.38	56.98
10-53000-52300	MATERIALS & SUPPLIES	7,250.00	4,103.58	29.79	3,146.42	56.60
10-53000-52310	FLEET MAINTENANCE	40,000.00	20,144.72	125.79	19,855.28	50.36
10-53000-52330	TOOLS	2,000.00	1,462.65	208.09	537.35	73.13
10-53000-53100	OFFICE SUPPLIES	150.00	38.56	0.00	111.44	25.71
10-53000-53210	DUES & SUBSCRIPTIONS	522.00	471.00	0.00	51.00	90.23
10-53000-53220	TRAINING, SAFETY & CERTIFICATI	1,950.00	676.80	0.00	1,273.20	34.71
10-53000-53300	UNIFORM SUPPLIES	1,900.00	1,361.00	871.00	539.00	71.63
10-53000-53340	WINTER OPERATIONS	40,033.00	29,714.26	0.00	10,318.74	74.22
10-53000-53400	FUEL MAINTENANCE	36,000.00	8,907.34	(4,651.01)	27,092.66	24.74
10-53000-53500	EQUIPMENT REPLACEMENT	500.00	459.47	0.00	40.53	91.89
10-53000-53600	EQUIPMENT RENTAL	7,450.00	5,700.00	0.00	1,750.00	76.51
10-53000-53700	TIPPING FEES	75,000.00	27,917.71	635.77	47,082.29	37.22
10-53000-53770	YARD WASTE TUB GRINDING	11,000.00	0.00	0.00	11,000.00	0.00
10-53000-53900	PUBLIC RELATIONS	100.00	0.00	0.00	100.00	0.00
10-53000-54000	STREET MAINTENANCE	9,890.00	0.00	0.00	9,890.00	0.00

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GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 10 GENERAL FUND						
Account Category: Expenditures						
DEPT OF PUBLIC WORKS						
10-53000-54500	SIGNAGE	3,500.00	2,155.33	1,182.49	1,344.67	61.58
10-53000-54600	FORESTRY & LANDSCAPING	9,106.00	6,109.13	0.00	2,996.87	67.09
DEPT OF PUBLIC WORKS		827,855.00	403,084.36	33,025.95	424,770.64	48.69
NORTH SHORE LIBRARY						
10-55100-52270	NORTH SHORE LIBRARY	165,773.00	168,243.35	0.00	(2,470.35)	101.49
NORTH SHORE LIBRARY		165,773.00	168,243.35	0.00	(2,470.35)	101.49
PARKS						
10-55200-51100	WAGES FT	5,600.00	2,885.71	400.00	2,714.29	51.53
10-55200-51510	SOCIAL SECURITY	398.00	220.75	30.60	177.25	55.46
10-55200-52300	MATERIALS & SUPPLIES	750.00	100.00	0.00	650.00	13.33
10-55200-52350	COMMUNITY EVENTS	15,000.00	4,171.12	1,000.99	10,828.88	27.81
PARKS		21,748.00	7,377.58	1,431.59	14,370.42	33.92
Expenditures		4,566,930.00	2,723,829.11	243,955.50	1,843,100.89	59.64
Fund 10 - GENERAL FUND:						
TOTAL REVENUES		4,564,574.00	4,508,524.47	404,816.32	56,049.53	
TOTAL EXPENDITURES		4,566,930.00	2,723,829.11	243,955.50	1,843,100.89	
NET OF REVENUES & EXPENDITURES:		(2,356.00)	1,784,695.36	160,860.82	(1,787,051.36)	
BEG. FUND BALANCE		1,696,002.53	1,696,002.53			
FUND BALANCE ADJUSTMENTS			(326,630.80)			
END FUND BALANCE		1,693,646.53	3,154,067.09			

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GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 20 SANITARY SEWER FUND						
Account Category: Revenues						
PUBLIC CHARGES FOR SERVIC						
20-00000-46410	RESIDENTIAL SEWER	828,800.00	812,304.74	0.00	16,495.26	98.01
20-00000-46420	COMMERCIAL SEWER	80,500.00	69,833.96	32,324.50	10,666.04	86.75
20-00000-46425	POLICE LEASE REVENUE	5,498.00	5,498.00	0.00	0.00	100.00
	PUBLIC CHARGES FOR SERVIC	914,798.00	887,636.70	32,324.50	27,161.30	97.03
MISC REVENUE						
20-00000-48100	INTEREST	200.00	1,552.40	248.39	(1,352.40)	776.20
	MISC REVENUE	200.00	1,552.40	248.39	(1,352.40)	776.20
	Revenues	914,998.00	889,189.10	32,572.89	25,808.90	97.18
Account Category: Expenditures						
GENERAL SEWER						
20-51000-51100	WAGES FT	138,738.00	50,868.89	6,780.59	87,869.11	36.67
20-51000-51110	OVERTIME	1,000.00	0.00	0.00	1,000.00	0.00
20-51000-51170	HEALTH INSURANCE BUYOUT	750.00	267.86	41.67	482.14	35.71
20-51000-51190	DENTAL INSURANCE BUYOUT	81.00	24.24	3.78	56.76	29.93
20-51000-51500	WISCONSIN RETIREMENT SYSTEM	9,434.00	3,439.13	458.00	5,994.87	36.45
20-51000-51510	SOCIAL SECURITY	10,613.00	3,817.95	511.51	6,795.05	35.97
20-51000-51520	LIFE INSURANCE	259.00	84.75	8.56	174.25	32.72
20-51000-51530	HEALTH INSURANCE	26,185.00	5,760.78	252.98	20,424.22	22.00
20-51000-51540	DENTAL INSURANCE	448.00	120.36	6.23	327.64	26.87
20-51000-52100	CONTRACTUAL SERVICES	278,180.00	171,666.50	84,396.52	106,513.50	61.71
20-51000-52140	AUDIT SERVICES	3,604.00	3,881.38	0.00	(277.38)	107.70
20-51000-52160	ENGINEERING	88,852.50	44,624.16	5,806.66	44,228.34	50.22
20-51000-52200	UTILITIES	8,500.00	2,927.53	753.53	5,572.47	34.44
20-51000-52210	TELECOMMUNICATIONS	120.00	102.64	0.00	17.36	85.53
20-51000-52260	BENEFIT ADMINISTRATIVE FEES	43.00	43.00	0.00	0.00	100.00
20-51000-52300	MATERIALS & SUPPLIES	1,750.00	1,364.33	0.00	385.67	77.96
20-51000-52310	FLEET MAINTENANCE	2,000.00	442.40	0.00	1,557.60	22.12
20-51000-52320	LIFT STATION MAINTENANCE	14,200.00	0.00	0.00	14,200.00	0.00
20-51000-52340	DIGGERS HOTLINE	2,150.00	1,763.20	881.60	386.80	82.01
20-51000-53110	POSTAGE	400.00	400.00	0.00	0.00	100.00
20-51000-53220	TRAINING, SAFETY & CERTIFICATI	2,000.00	242.00	0.00	1,758.00	12.10
20-51000-53400	FUEL MAINTENANCE	4,000.00	4,000.00	4,000.00	0.00	100.00
20-51000-53500	EQUIPMENT REPLACEMENT	1,750.00	12,193.35	0.00	(10,443.35)	696.76
20-51000-53600	EQUIPMENT RENTAL-GENERAL FUND	20,600.00	20,600.00	600.00	0.00	100.00
20-51000-55100	GENERAL LIABILITY INSURANCE	1,726.00	1,726.00	0.00	0.00	100.00
20-51000-55130	WORKERS COMPENSATION	2,272.00	1,704.00	0.00	568.00	75.00
20-51000-55150	COMMERCIAL CRIME POLICY	14.00	14.00	0.00	0.00	100.00
20-51000-55160	PROPERTY INSURANCE	3,012.00	3,215.04	0.00	(203.04)	106.74
20-51000-58010	CAPITAL PROJECTS	746,125.50	97,495.59	17,753.59	648,629.91	13.07
20-51000-58030	CAPITAL EQUIPMENT	20,149.43	0.00	0.00	20,149.43	0.00
	GENERAL SEWER	1,388,956.43	432,789.08	122,255.22	956,167.35	31.16
DEPRECIATION						
20-53000-57000	DEPRECIATION	225,000.00	0.00	0.00	225,000.00	0.00
	DEPRECIATION	225,000.00	0.00	0.00	225,000.00	0.00
DEBT						

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GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 20 SANITARY SEWER FUND						
Account Category: Expenditures						
DEBT						
20-58100-56170	PRINCIPAL REDEMPTION - CWFL	84,673.00	0.00	0.00	84,673.00	0.00
20-58100-56180	PRINCIPAL REDEMPTION - BOND	185,000.00	0.00	0.00	185,000.00	0.00
20-58100-56210	INTEREST - BOND	53,509.00	17,164.95	0.00	36,344.05	32.08
20-58100-56260	INTEREST-CLEAN WATER FUND LOAN	3,484.00	0.00	0.00	3,484.00	0.00
	DEBT	326,666.00	17,164.95	0.00	309,501.05	5.25
	Expenditures	1,940,622.43	449,954.03	122,255.22	1,490,668.40	23.19
Fund 20 - SANITARY SEWER FUND:						
	TOTAL REVENUES	914,998.00	889,189.10	32,572.89	25,808.90	
	TOTAL EXPENDITURES	1,940,622.43	449,954.03	122,255.22	1,490,668.40	
	NET OF REVENUES & EXPENDITURES:	(1,025,624.43)	439,235.07	(89,682.33)	(1,464,859.50)	
	BEG. FUND BALANCE	3,349,873.15	3,349,873.15			
	END FUND BALANCE	2,324,248.72	3,789,108.22			

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GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 22 STORMWATER UTILITY FUND						
Account Category: Revenues						
INTERGOVERNMENTAL						
22-00000-43210	INTERGOVERNMENTAL GRANTS	98,652.00	0.00	0.00	98,652.00	0.00
	INTERGOVERNMENTAL	98,652.00	0.00	0.00	98,652.00	0.00
PUBLIC CHARGES FOR SERVIC						
22-00000-46405	RESIDENTIAL STORMWATER	408,543.00	408,068.69	0.00	474.31	99.88
22-00000-46425	COMMERCIAL STORMWATER	154,000.00	77,538.49	38,728.91	76,461.51	50.35
22-00000-46430	RIGHT-OF-WAY MANAGEMENT	15,000.00	41,400.00	300.00	(26,400.00)	276.00
	PUBLIC CHARGES FOR SERVIC	577,543.00	527,007.18	39,028.91	50,535.82	91.25
	Revenues	676,195.00	527,007.18	39,028.91	149,187.82	77.94
Account Category: Expenditures						
DEPT OF PUBLIC WORKS						
22-53000-51100	WAGES FT	144,536.00	86,974.22	14,737.51	57,561.78	60.17
22-53000-51110	OVERTIME	950.00	0.00	0.00	950.00	0.00
22-53000-51120	WAGES PT	0.00	2,865.00	2,145.00	(2,865.00)	100.00
22-53000-51170	HEALTH INSURANCE BUYOUT	750.00	267.95	41.68	482.05	35.73
22-53000-51190	DENTAL INSURANCE BUYOUT	81.00	24.41	3.80	56.59	30.14
22-53000-51500	WISCONSIN RETIREMENT SYSTEM	9,828.00	5,902.34	1,000.28	3,925.66	60.06
22-53000-51510	SOCIAL SECURITY	11,057.00	6,682.65	1,253.68	4,374.35	60.44
22-53000-51520	LIFE INSURANCE	262.00	122.31	20.86	139.69	46.68
22-53000-51530	HEALTH INSURANCE	25,103.00	11,396.89	1,688.16	13,706.11	45.40
22-53000-51540	DENTAL INSURANCE	512.00	247.18	37.27	264.82	48.28
22-53000-52100	CONTRACTUAL SERVICES	9,541.00	11,654.56	1,052.57	(2,113.56)	122.15
22-53000-52140	AUDIT SERVICES	1,692.00	1,822.21	0.00	(130.21)	107.70
22-53000-52160	ENGINEERING	46,000.00	11,106.66	2,769.17	34,893.34	24.14
22-53000-52200	UTILITY EXPENSES	2,500.00	1,227.63	93.16	1,272.37	49.11
22-53000-52210	TELECOMMUNICATIONS	100.00	0.00	0.00	100.00	0.00
22-53000-52260	BENEFIT ADMINISTRATIVE FEES	43.00	43.00	0.00	0.00	100.00
22-53000-52300	MATERIALS & SUPPLIES	2,300.00	1,225.35	0.00	1,074.65	53.28
22-53000-52320	LIFT STATION MAINTENANCE	2,000.00	500.00	0.00	1,500.00	25.00
22-53000-52380	FINANCIAL ADVISING SERVICES	2,000.00	0.00	0.00	2,000.00	0.00
22-53000-53220	TRAINING, SAFETY & CERTIFICATI	1,000.00	0.00	0.00	1,000.00	0.00
22-53000-53270	CULVERT MATERIALS	40,000.00	21,811.85	3,830.48	18,188.15	54.53
22-53000-53280	LANDSCAPING MATERIALS	42,606.00	11,393.66	6,675.00	31,212.34	26.74
22-53000-53290	EXCAVATION AND DISPOSAL	15,000.00	0.00	0.00	15,000.00	0.00
22-53000-53400	FUEL MAINTENANCE	5,000.00	5,000.00	5,000.00	0.00	100.00
22-53000-53600	EQUIPMENT RENTAL	20,600.00	20,600.00	600.00	0.00	100.00
22-53000-55100	GENERAL LIABILITY INSURANCE	4,625.00	4,625.00	0.00	0.00	100.00
22-53000-55130	WORKERS COMPENSATION	2,272.00	1,704.00	0.00	568.00	75.00
22-53000-55150	COMMERCIAL CRIME POLICY	14.00	14.00	0.00	0.00	100.00
22-53000-55160	PROPERTY INSURANCE	2,925.00	3,025.92	0.00	(100.92)	103.45
	DEPT OF PUBLIC WORKS	393,297.00	210,236.79	40,948.62	183,060.21	53.45
TRANS TO OTHER FUND						
22-59200-59000	ADMINISTRATIVE/TRANSFER TO	73,598.00	73,598.00	0.00	0.00	100.00
	TRANS TO OTHER FUND	73,598.00	73,598.00	0.00	0.00	100.00
CAPITAL PROJECTS						
22-53000-53500	EQUIPMENT REPLACEMENT	104,300.00	103,328.86	0.00	971.14	99.07

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 22 STORMWATER UTILITY FUND						
Account Category: Expenditures						
CAPITAL PROJECTS						
22-53000-58010	CAPITAL PROJECTS	249,816.96	27,477.93	0.00	222,339.03	11.00
	CAPITAL PROJECTS	354,116.96	130,806.79	0.00	223,310.17	36.94
	Expenditures	821,011.96	414,641.58	40,948.62	406,370.38	50.50
Fund 22 - STORMWATER UTILITY FUND:						
	TOTAL REVENUES	676,195.00	527,007.18	39,028.91	149,187.82	
	TOTAL EXPENDITURES	821,011.96	414,641.58	40,948.62	406,370.38	
	NET OF REVENUES & EXPENDITURES:	(144,816.96)	112,365.60	(1,919.71)	(257,182.56)	
	BEG. FUND BALANCE	1,070,712.11	1,070,712.11			
	END FUND BALANCE	925,895.15	1,183,077.71			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 23 COMM DEVELOPMENT AUTHORITY						
Account Category: Revenues						
MISC REVENUE						
23-00000-48200	MISCELLANEOUS REVENUE	111,000.00	13,000.19	118.50	97,999.81	11.71
	MISC REVENUE	111,000.00	13,000.19	118.50	97,999.81	11.71
	Revenues	111,000.00	13,000.19	118.50	97,999.81	11.71
Account Category: Expenditures						
GENERAL GOVERNMENT						
23-51000-52300	PROFESSIONAL SERVICES	150,000.00	48,298.69	22,192.50	101,701.31	32.20
	GENERAL GOVERNMENT	150,000.00	48,298.69	22,192.50	101,701.31	32.20
TRANS TO OTHER FUND						
23-59210-59000	TRANSFER OUT	15,000.00	15,000.00	0.00	0.00	100.00
	TRANS TO OTHER FUND	15,000.00	15,000.00	0.00	0.00	100.00
	Expenditures	165,000.00	63,298.69	22,192.50	101,701.31	38.36
Fund 23 - COMM DEVELOPMENT AUTHORITY:						
	TOTAL REVENUES	111,000.00	13,000.19	118.50	97,999.81	
	TOTAL EXPENDITURES	165,000.00	63,298.69	22,192.50	101,701.31	
	NET OF REVENUES & EXPENDITURES:	(54,000.00)	(50,298.50)	(22,074.00)	(3,701.50)	
	BEG. FUND BALANCE	(69,425.17)	(69,425.17)			
	END FUND BALANCE	(123,425.17)	(119,723.67)			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 26 PUBLIC SAFETY COMMUNICATIONS						
Account Category: Revenues						
TAXES						
26-00000-41100	PROPERTY TAXES	313,023.00	313,023.00	0.00	0.00	100.00
	TAXES	313,023.00	313,023.00	0.00	0.00	100.00
INTERGOVERNMENTAL						
26-00000-46220	INTERGOVERNMENTAL REVENUE	422,796.00	306,381.32	53,525.00	116,414.68	72.47
26-00000-47130	CONTRACT REVENUE	2,191,160.00	1,718,678.35	623,097.35	472,481.65	78.44
	INTERGOVERNMENTAL	2,613,956.00	2,025,059.67	676,622.35	588,896.33	77.47
MISC REVENUE						
26-00000-48100	CONSOLIDATED SERVICE BILLINGS	70,308.00	52,763.15	6,455.34	17,544.85	75.05
	MISC REVENUE	70,308.00	52,763.15	6,455.34	17,544.85	75.05
	Revenues	2,997,287.00	2,390,845.82	683,077.69	606,441.18	79.77
Account Category: Expenditures						
PUBLIC SAFETY COMM						
26-51000-51100	WAGES FT	1,671,481.00	840,520.36	115,446.84	830,960.64	50.29
26-51000-51110	OVERTIME	40,800.00	69,039.88	5,674.51	(28,239.88)	169.22
26-51000-51160	HOLIDAY PAY	31,541.00	4,743.10	0.00	26,797.90	15.04
26-51000-51170	HEALTH INSURANCE BUYOUT	4,500.00	2,494.00	458.33	2,006.00	55.42
26-51000-51190	DENTAL INSURANCE BUYOUT	381.00	185.02	37.76	195.98	48.56
26-51000-51500	WISCONSIN RETIREMENT SYSTEM	113,660.00	62,022.74	8,236.28	51,637.26	54.57
26-51000-51510	SOCIAL SECURITY	127,868.00	67,090.26	8,862.65	60,777.74	52.47
26-51000-51520	LIFE INSURANCE	2,735.00	1,475.45	206.65	1,259.55	53.95
26-51000-51530	HEALTH INSURANCE	368,745.00	178,696.30	20,484.36	190,048.70	48.46
26-51000-51540	DENTAL INSURANCE	9,099.00	3,750.78	451.65	5,348.22	41.22
26-51000-51800	RECRUITMENT	2,500.00	3,341.84	225.85	(841.84)	133.67
26-51000-52000	FACILITY MAINTENANCE & SUPPLIE	29,133.00	5,299.32	0.00	23,833.68	18.19
26-51000-52010	CLEANING & JANITORIAL SERVICES	11,659.00	9,012.85	876.36	2,646.15	77.30
26-51000-52100	CONTRACTUAL SERVICES	9,819.00	9,445.95	3,518.49	373.05	96.20
26-51000-52130	LEGAL COUNSEL-PERSONNEL	1,000.00	0.00	0.00	1,000.00	0.00
26-51000-52140	AUDIT SERVICES	1,692.00	1,822.21	0.00	(130.21)	107.70
26-51000-52200	UTILITIES	26,480.00	11,331.48	993.17	15,148.52	42.79
26-51000-52210	TELECOMMUNICATIONS	148,690.00	39,411.32	1,603.51	109,278.68	26.51
26-51000-52250	COMPUTER SUPPORT SERVICES	3,500.00	548.44	39.97	2,951.56	15.67
26-51000-52260	BENEFIT ADMINISTRATIVE FEES	860.00	0.00	0.00	860.00	0.00
26-51000-52300	MATERIALS & SUPPLIES	10,000.00	1,879.74	65.15	8,120.26	18.80
26-51000-52360	LICENSING & MAINTENANCE	225,767.00	220,391.75	0.00	5,375.25	97.62
26-51000-53100	OFFICE SUPPLIES	1,800.00	0.00	0.00	1,800.00	0.00
26-51000-53110	POSTAGE	500.00	432.40	0.00	67.60	86.48
26-51000-53210	DUES & SUBSCRIPTIONS	3,400.00	510.00	0.00	2,890.00	15.00
26-51000-53220	TRAINING, SAFETY & CERTIFICATI	11,000.00	6,395.12	0.00	4,604.88	58.14
26-51000-53300	CLOTHING/EMPLOYEE EXPENSES	840.00	0.00	0.00	840.00	0.00
26-51000-53900	EMPLOYEE RECOGNITION	250.00	149.50	0.00	100.50	59.80
26-51000-55000	CONTINGENCY	30,000.00	0.00	0.00	30,000.00	0.00
26-51000-55100	GENERAL LIABILITY	7,274.00	7,274.00	0.00	0.00	100.00
26-51000-55130	WORKERS COMPENSATION	2,385.00	1,788.75	0.00	596.25	75.00
26-51000-55150	COMMERCIAL CRIME POLICY	118.00	118.00	0.00	0.00	100.00
26-51000-55160	PROPERTY INSURANCE	4,061.00	4,349.76	0.00	(288.76)	107.11

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 26 PUBLIC SAFETY COMMUNICATIONS						
Account Category: Expenditures						
PUBLIC SAFETY COMM						
	PUBLIC SAFETY COMM	2,903,538.00	1,553,520.32	167,181.53	1,350,017.68	53.50
TRANS TO OTHER FUND						
	26-59217-59000 ADMINISTRATIVE/TRANSFER TO	102,421.00	102,421.00	0.00	0.00	100.00
	TRANS TO OTHER FUND	102,421.00	102,421.00	0.00	0.00	100.00
	Expenditures	3,005,959.00	1,655,941.32	167,181.53	1,350,017.68	55.09
Fund 26 - PUBLIC SAFETY COMMUNICATIONS:						
	TOTAL REVENUES	2,997,287.00	2,390,845.82	683,077.69	606,441.18	
	TOTAL EXPENDITURES	3,005,959.00	1,655,941.32	167,181.53	1,350,017.68	
	NET OF REVENUES & EXPENDITURES:	(8,672.00)	734,904.50	515,896.16	(743,576.50)	
	BEG. FUND BALANCE	781,049.83	781,049.83			
	END FUND BALANCE	772,377.83	1,515,954.33			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 30 LONG TERM FINANCIAL FUND						
Account Category: Revenues						
TAXES						
30-00000-41100	PROPERTY TAXES	819,601.00	819,601.00	0.00	0.00	100.00
	TAXES	819,601.00	819,601.00	0.00	0.00	100.00
INTERGOVERNMENTAL						
30-00000-47115	B SERIES ADMIN FEE	11,541.00	0.00	0.00	11,541.00	0.00
	INTERGOVERNMENTAL	11,541.00	0.00	0.00	11,541.00	0.00
LICENSES & PERMITS						
30-00000-44350	CELL TOWER FEES	26,244.00	15,968.30	2,318.90	10,275.70	60.85
	LICENSES & PERMITS	26,244.00	15,968.30	2,318.90	10,275.70	60.85
MISC REVENUE						
30-00000-48300	NSFD	168,796.00	165,137.50	165,137.50	3,658.50	97.83
	MISC REVENUE	168,796.00	165,137.50	165,137.50	3,658.50	97.83
OTHER FINANCING SOURCES						
30-00000-49250	TRANSFER FROM STORMWATER FUND	73,598.00	73,598.00	0.00	0.00	100.00
	OTHER FINANCING SOURCES	73,598.00	73,598.00	0.00	0.00	100.00
	Revenues	1,099,780.00	1,074,304.80	167,456.40	25,475.20	97.68
Account Category: Expenditures						
DEBT						
30-58100-52150	MADACC	1,788.00	220.28	0.00	1,567.72	12.32
30-58100-55950	PAYMENT TO ESCROW AGENT	6,500.00	1,400.00	0.00	5,100.00	21.54
30-58100-56100	2021A GENERAL OBLIGATION	155,000.00	0.00	0.00	155,000.00	0.00
30-58100-56110	NSFD STATION #5	165,000.00	165,000.00	165,000.00	0.00	100.00
30-58100-56140	UNFUNDED LIABILITY PRINCIPAL	31,697.00	31,697.37	0.00	(0.37)	100.00
30-58100-56190	2016 GENERAL OBLIGATION	135,000.00	135,000.00	0.00	0.00	100.00
30-58100-56200	2018 GENERAL OBLIGATION	55,000.00	55,000.00	0.00	0.00	100.00
30-58100-56210	INTEREST ON BOND	165,778.00	92,006.25	1,897.50	73,771.75	55.50
30-58100-56230	UNFUNDED LIABILITY INTEREST	1,664.00	1,664.11	0.00	(0.11)	100.01
30-58100-56240	2021 B GO DEBT	330,000.00	0.00	0.00	330,000.00	0.00
	DEBT	1,047,427.00	481,988.01	166,897.50	565,438.99	46.02
	Expenditures	1,047,427.00	481,988.01	166,897.50	565,438.99	46.02
Fund 30 - LONG TERM FINANCIAL FUND:						
	TOTAL REVENUES	1,099,780.00	1,074,304.80	167,456.40	25,475.20	
	TOTAL EXPENDITURES	1,047,427.00	481,988.01	166,897.50	565,438.99	
	NET OF REVENUES & EXPENDITURES:	52,353.00	592,316.79	558.90	(539,963.79)	
	BEG. FUND BALANCE	564,629.77	564,629.77			
	END FUND BALANCE	616,982.77	1,156,946.56			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 40 POLICE CAPITAL						
Account Category: Revenues						
TAXES						
40-00000-41100	PROPERTY TAXES	40,000.00	40,000.00	0.00	0.00	100.00
40-00000-41130	FIRE & RESCUE PROPERTY TAXES	46,086.00	46,086.00	0.00	0.00	100.00
	TAXES	86,086.00	86,086.00	0.00	0.00	100.00
INTERGOVERNMENTAL						
40-00000-43210	INTERGOVERNMENTAL GRANTS	2,125.00	7,613.00	0.00	(5,488.00)	358.26
40-00000-43215	POLICE REVENUE	12,000.00	0.00	0.00	12,000.00	0.00
	INTERGOVERNMENTAL	14,125.00	7,613.00	0.00	6,512.00	53.90
LICENSES & PERMITS						
40-00000-44350	CELL TOWER FEES	98,000.00	56,000.00	10,500.00	42,000.00	57.14
	LICENSES & PERMITS	98,000.00	56,000.00	10,500.00	42,000.00	57.14
	Revenues	198,211.00	149,699.00	10,500.00	48,512.00	75.53
Account Category: Expenditures						
CAPITAL PROJECTS						
40-91000-58010	CAPITAL PROJECTS	46,086.00	42,091.00	0.00	3,995.00	91.33
40-91000-58020	CAPITAL LEASE	5,498.00	5,498.00	0.00	0.00	100.00
40-91000-58030	CAPITAL EQUIPMENT	132,714.00	63,477.90	0.00	69,236.10	47.83
	CAPITAL PROJECTS	184,298.00	111,066.90	0.00	73,231.10	60.26
	Expenditures	184,298.00	111,066.90	0.00	73,231.10	60.26
Fund 40 - POLICE CAPITAL:						
	TOTAL REVENUES	198,211.00	149,699.00	10,500.00	48,512.00	
	TOTAL EXPENDITURES	184,298.00	111,066.90	0.00	73,231.10	
	NET OF REVENUES & EXPENDITURES:	13,913.00	38,632.10	10,500.00	(24,719.10)	
	BEG. FUND BALANCE	38,886.25	38,886.25			
	END FUND BALANCE	52,799.25	77,518.35			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 41 DEPARTMENT OF PUBLIC WORKS						
Account Category: Revenues						
TAXES						
41-00000-41100	PROPERTY TAXES	150,000.00	150,000.00	0.00	0.00	100.00
	TAXES	150,000.00	150,000.00	0.00	0.00	100.00
PUBLIC CHARGES FOR SERVIC						
41-00000-46320	GARBAGE CONTAINER & FEES	5,000.00	7,527.90	540.00	(2,527.90)	150.56
41-00000-46725	MAILBOX REPLACEMENT	0.00	3,200.00	600.00	(3,200.00)	100.00
	PUBLIC CHARGES FOR SERVIC	5,000.00	10,727.90	1,140.00	(5,727.90)	214.56
MISC REVENUE						
41-00000-48200	MISCELLANEOUS REVENUE	0.00	90.00	0.00	(90.00)	100.00
41-00000-48260	INSURANCE AWARDS/DIVIDENDS	0.00	7,219.00	5,000.00	(7,219.00)	100.00
	MISC REVENUE	0.00	7,309.00	5,000.00	(7,309.00)	100.00
	Revenues	155,000.00	168,036.90	6,140.00	(13,036.90)	108.41
Account Category: Expenditures						
CAPITAL PROJECTS						
41-91000-58010	CAPITAL PROJECTS	318,872.44	53,302.64	22,433.87	265,569.80	16.72
41-91000-58030	CAPITAL EQUIPMENT	161,000.00	36,420.58	0.00	124,579.42	22.62
	CAPITAL PROJECTS	479,872.44	89,723.22	22,433.87	390,149.22	18.70
	Expenditures	479,872.44	89,723.22	22,433.87	390,149.22	18.70
Fund 41 - DEPARTMENT OF PUBLIC WORKS:						
	TOTAL REVENUES	155,000.00	168,036.90	6,140.00	(13,036.90)	
	TOTAL EXPENDITURES	479,872.44	89,723.22	22,433.87	390,149.22	
	NET OF REVENUES & EXPENDITURES:	(324,872.44)	78,313.68	(16,293.87)	(403,186.12)	
	BEG. FUND BALANCE	1,753,066.50	1,753,066.50			
	FUND BALANCE ADJUSTMENTS		326,630.80			
	END FUND BALANCE	1,428,194.06	2,158,010.98			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 42 ADMIN SERVICES CAPITAL						
Account Category: Revenues						
TAXES						
42-00000-41100	PROPERTY TAXES	73,000.00	73,000.00	0.00	0.00	100.00
	TAXES	73,000.00	73,000.00	0.00	0.00	100.00
	Revenues	73,000.00	73,000.00	0.00	0.00	100.00
Account Category: Expenditures						
CAPITAL PROJECTS						
42-91000-55190	GASB 45 OBLIGATIONS	43,000.00	28,730.03	2,711.28	14,269.97	66.81
42-91000-58030	CAPITAL EQUIPMENT	30,000.00	0.00	0.00	30,000.00	0.00
	CAPITAL PROJECTS	73,000.00	28,730.03	2,711.28	44,269.97	39.36
	Expenditures	73,000.00	28,730.03	2,711.28	44,269.97	39.36
Fund 42 - ADMIN SERVICES CAPITAL:						
	TOTAL REVENUES	73,000.00	73,000.00	0.00	0.00	
	TOTAL EXPENDITURES	73,000.00	28,730.03	2,711.28	44,269.97	
	NET OF REVENUES & EXPENDITURES:	0.00	44,269.97	(2,711.28)	(44,269.97)	
	BEG. FUND BALANCE	650,062.34	650,062.34			
	END FUND BALANCE	650,062.34	694,332.31			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 46 PUBLIC SAFETY COMM CAPITAL						
Account Category: Revenues						
TAXES						
46-00000-41100	PROPERTY TAXES	23,067.00	23,067.00	0.00	0.00	100.00
	TAXES	23,067.00	23,067.00	0.00	0.00	100.00
INTERGOVERNMENTAL						
46-00000-47110	CONTRACT REVENUE	161,469.00	161,469.00	0.00	0.00	100.00
	INTERGOVERNMENTAL	161,469.00	161,469.00	0.00	0.00	100.00
	Revenues	184,536.00	184,536.00	0.00	0.00	100.00
Account Category: Expenditures						
CAPITAL PROJECTS						
46-91000-58010	CAPITAL PROJECTS	128,000.00	22,702.24	0.00	105,297.76	17.74
46-91000-58030	CAPITAL EQUIPMENT	173,539.65	96,197.59	0.00	77,342.06	55.43
	CAPITAL PROJECTS	301,539.65	118,899.83	0.00	182,639.82	39.43
	Expenditures	301,539.65	118,899.83	0.00	182,639.82	39.43
Fund 46 - PUBLIC SAFETY COMM CAPITAL:						
	TOTAL REVENUES	184,536.00	184,536.00	0.00	0.00	
	TOTAL EXPENDITURES	301,539.65	118,899.83	0.00	182,639.82	
	NET OF REVENUES & EXPENDITURES:	(117,003.65)	65,636.17	0.00	(182,639.82)	
	BEG. FUND BALANCE	605,344.56	605,344.56			
	END FUND BALANCE	488,340.91	670,980.73			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 50 LIBRARY FUND						
Account Category: Revenues						
INTERGOVERNMENTAL						
50-00000-47400	JOINT LIBRARY RECEIVABLES	967,232.00	767,484.98	199,747.21	199,747.02	79.35
	INTERGOVERNMENTAL	967,232.00	767,484.98	199,747.21	199,747.02	79.35
MISC REVENUE						
50-00000-47410	LIBRARY COPY FEES	5,000.00	2,369.84	244.46	2,630.16	47.40
50-00000-47420	LIBRARY FINES	16,000.00	9,315.19	1,064.04	6,684.81	58.22
50-00000-47430	NET LENDER REVENUE	115.00	138.00	0.00	(23.00)	120.00
50-00000-47440	MISC REVENUE	0.00	2,679.75	0.00	(2,679.75)	100.00
50-00000-47450	LOST BOOK REVENUE	3,000.00	1,311.55	161.66	1,688.45	43.72
50-00000-47500	DONATIONS	0.00	3,240.90	0.00	(3,240.90)	100.00
50-00000-47600	FRIENDS OF THE LIBRARY-CREDIT CARD S	36,155.00	38,120.46	218.42	(1,965.46)	105.44
	MISC REVENUE	60,270.00	57,175.69	1,688.58	3,094.31	94.87
	Revenues	1,027,502.00	824,660.67	201,435.79	202,841.33	80.26
Account Category: Expenditures						
NORTH SHORE LIBRARY						
50-61000-51100	FULL TIME SALARIES	347,130.00	190,272.79	26,902.41	156,857.21	54.81
50-61000-51120	PART TIME SALARIES	256,449.00	117,893.49	17,099.62	138,555.51	45.97
50-61000-51170	HEALTH INSURANCE BUYOUT	4,000.00	2,142.93	333.34	1,857.07	53.57
50-61000-51190	DENTAL INSURANCE BUYOUT	735.00	242.76	37.76	492.24	33.03
50-61000-51500	WISCONSIN RETIREMENT	22,225.00	12,938.52	1,829.36	9,286.48	58.22
50-61000-51510	SOCIAL SECURITY	47,300.00	23,291.21	3,314.69	24,008.79	49.24
50-61000-51520	LIFE INSURANCE	712.00	593.05	83.48	118.95	83.29
50-61000-51530	HEALTH INSURANCE	52,030.00	34,686.56	4,335.82	17,343.44	66.67
50-61000-51540	DENTAL INSURANCE	882.00	724.62	93.50	157.38	82.16
50-61000-51550	UNFUNDED LIABILITY-WRS	14,059.00	0.00	0.00	14,059.00	0.00
50-61000-52000	FACILITY MAINTENANCE & SUPPLIE	5,000.00	498.68	0.00	4,501.32	9.97
50-61000-52010	CLEANING & JANITORIAL SERVICES	30,200.00	11,442.06	1,800.00	18,757.94	37.89
50-61000-52020	HVAC MAINTENANCE	3,000.00	1,014.00	0.00	1,986.00	33.80
50-61000-52100	CONTRACTUAL SERVICES	34,510.00	30,583.15	428.18	3,926.85	88.62
50-61000-52110	LEGAL COUNSEL	2,500.00	732.00	0.00	1,768.00	29.28
50-61000-52200	UTILITIES	38,000.00	23,734.38	2,819.23	14,265.62	62.46
50-61000-52210	TELECOMMUNICATIONS	3,000.00	2,346.09	0.00	653.91	78.20
50-61000-52270	SYSTEM EXPENSE MCFLS	43,295.00	41,542.10	0.00	1,752.90	95.95
50-61000-52290	BANKING FEES	150.00	0.00	0.00	150.00	0.00
50-61000-52300	MATERIALS & SUPPLIES	8,500.00	7,148.95	838.16	1,351.05	84.11
50-61000-52400	MISC COLLECTION MATERIALS	4,500.00	338.91	0.00	4,161.09	7.53
50-61000-52410	PERIODICALS	7,500.00	5,814.31	0.00	1,685.69	77.52
50-61000-52420	ADULT BOOKS	26,500.00	10,522.24	1,716.27	15,977.76	39.71
50-61000-52430	JUVENILE BOOKS	18,000.00	7,748.97	793.22	10,251.03	43.05
50-61000-52440	ADULT MEDIA	6,500.00	3,070.23	198.44	3,429.77	47.23
50-61000-52450	JUVENILE MEDIA	3,500.00	300.79	141.81	3,199.21	8.59
50-61000-52460	LOST BOOKS REPLACEMENTS	5,000.00	1,311.46	233.30	3,688.54	26.23
50-61000-52470	ADULT PROGRAMMING	3,000.00	484.43	0.00	2,515.57	16.15
50-61000-52480	JUVENILE PROGRAMMING	6,000.00	1,009.88	0.00	4,990.12	16.83
50-61000-53100	OFFICE SUPPLIES	8,500.00	6,230.10	336.44	2,269.90	73.30
50-61000-53110	POSTAGE	150.00	356.46	0.00	(206.46)	237.64
50-61000-53210	DUES-EDUCATIONAL	1,225.00	796.00	0.00	429.00	64.98

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 50 LIBRARY FUND						
Account Category: Expenditures						
NORTH SHORE LIBRARY						
50-61000-53220	TRAINING	4,750.00	1,695.08	0.00	3,054.92	35.69
50-61000-53230	PROMO & ADVERTISING	2,000.00	1,217.69	297.50	782.31	60.88
50-61000-53500	EQUIPMENT REPLACEMENT	1,000.00	522.99	0.00	477.01	52.30
50-61000-55010	SALES TAX EXPENSE	200.00	0.00	0.00	200.00	0.00
50-61000-55100	INSURANCE AND BONDING	6,020.00	6,020.00	0.00	0.00	100.00
50-61000-55130	WORKERS COMP INSURANCE	1,026.00	769.50	0.00	256.50	75.00
50-61000-55350	LEASE/CONDO FEES	36,082.00	29,971.00	3,214.00	6,111.00	83.06
50-61000-58120	ADULT (FOL)	11,000.00	3,841.72	408.21	7,158.28	34.92
50-61000-58130	JUVENILE (FOL)	12,000.00	4,667.59	1,176.31	7,332.41	38.90
50-61000-58150	CIRCULATION (FOL)	3,900.00	0.00	0.00	3,900.00	0.00
50-61000-58300	FRIENDS OF THE LIBRARY BOOK SALES	0.00	1,236.85	0.00	(1,236.85)	100.00
50-61000-58350	MCFLS REPLACEMENTS	9,255.00	882.75	0.00	8,372.25	9.54
NORTH SHORE LIBRARY		1,091,285.00	590,636.29	68,431.05	500,648.71	54.12
Expenditures		1,091,285.00	590,636.29	68,431.05	500,648.71	54.12
Fund 50 - LIBRARY FUND:						
TOTAL REVENUES		1,027,502.00	824,660.67	201,435.79	202,841.33	
TOTAL EXPENDITURES		1,091,285.00	590,636.29	68,431.05	500,648.71	
NET OF REVENUES & EXPENDITURES:		(63,783.00)	234,024.38	133,004.74	(297,807.38)	
BEG. FUND BALANCE		131,096.16	131,096.16			
END FUND BALANCE		67,313.16	365,120.54			

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BAYSIDE

Balance As of 07/31/2023

GL Number	Description	2023 Amended Budget	YTD Balance 07/31/2023	Activity For 07/31/2023	Available Balance 07/31/2023	% Bdgt Used
Fund: 60 LIBRARY CAPITAL FUND						
Account Category: Revenues						
MISC REVENUE						
60-00000-47500	DONATIONS	200,000.00	15,946.97	695.00	184,053.03	7.97
	MISC REVENUE	200,000.00	15,946.97	695.00	184,053.03	7.97
	Revenues	200,000.00	15,946.97	695.00	184,053.03	7.97
Account Category: Expenditures						
CAPITAL PROJECTS						
60-91000-58010	CAPITAL PROJECTS	200,000.00	132,737.54	23,425.00	67,262.46	66.37
	CAPITAL PROJECTS	200,000.00	132,737.54	23,425.00	67,262.46	66.37
	Expenditures	200,000.00	132,737.54	23,425.00	67,262.46	66.37
Fund 60 - LIBRARY CAPITAL FUND:						
	TOTAL REVENUES	200,000.00	15,946.97	695.00	184,053.03	
	TOTAL EXPENDITURES	200,000.00	132,737.54	23,425.00	67,262.46	
	NET OF REVENUES & EXPENDITURES:	0.00	(116,790.57)	(22,730.00)	116,790.57	
	BEG. FUND BALANCE	255,306.14	255,306.14			
	END FUND BALANCE	255,306.14	138,515.57			
Report Totals:						
	TOTAL REVENUES - ALL FUNDS	12,202,083.00	10,818,751.10	1,545,841.50	1,383,331.90	
	TOTAL EXPENDITURES - ALL FUNDS	13,876,945.48	6,861,446.55	880,432.07	7,015,498.93	
	NET OF REVENUES & EXPENDITURES:	(1,674,862.48)	3,957,304.55	665,409.43	(5,632,167.03)	



Village of Bayside
9075 N Regent Road
Board of Trustees Meeting
July 20, 2023
Village Board Room, 6:00pm

**BOARD OF TRUSTEES
Meeting Minutes**

I. CALL TO ORDER AND ROLL CALL

Chairperson Barth called the meeting to order at 6:00 pm.

ROLL CALL

President: Eido Walny - excused
Trustees: Mike Barth
Elizabeth Levins
Kelly Marrazza - excused
Dan Rosenfeld -excused
Bob Rudman
Margaret Zitzer

Also Present: Village Manager Andy Pederson
Administrative Services Director Rachel A. Safstrom
Assistant to the Village Manager Leah Hofer
Village Attorney Chris Jaekels
Police Chief Thomas Liebenthal
Communications Center Director Liane Scharnott
Communications Center Deputy Director Mandy Majors
5 Audience members

II. PLEDGE OF ALLEGIANCE

III. CITIZENS AND DELEGATIONS

Gerry Feldman, 133 E Glencoe Place (see attached).

IV. PUBLIC HEARING

- A.** In the Matter of 2024 Community Development Block Grant Funds – Proposed 2024 Village of Bayside Project: LX Club

There was no public comment. Trustee Levins questioned the funds. Trustee Barth explained the funds are limited to use. This is a long standing agreement with the Village of Fox Pointto fund the LX Club Coordinator position. The Public Hearing was closed at 6:04 p.m.

V. CONSENT AGENDA

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

- A. June 2023 Financial Statement.
- B. Board of Trustees meeting minutes, June 15, 2023.
- C. Summary of Disbursements for June 7, 2023 through July 14, 2023 in the amount of \$828,170.22.
- D. June 2023 Community Impact Report.
- E. Application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor requests from Maxfields, LLC at 333 W Brown Deer Road which has been reviewed by the Police Department.
- F. Right-of-Way License Agreement with 828 E Ellsworth Lane.
- G. Resolution 23-11, a Resolution Amending Resolution 23-09 revising the Village Fee Schedule.
- H. Engineering Proposal for Outfall Review, Storm System Inventory, and Improvements to operations in the Ellsworth and 621 Pond Lift Station Service Areas.
- I. Engineering Proposal for GIS enhancements.
- J. Proposal from Energenecs for Stormwater Pump Control Panels.
- K. Submittal of the 2024 Community Development Block Grant application.
- L. 2024-2026 Community Development Block Grant Milwaukee County Cooperation Agreement.

Motion by Trustee Zitzer, seconded by Trustee Levins, to approve: June 2023 Financial Statement; Board of Trustees meeting minutes, June 15, 2023; Summary of Disbursements for June 7, 2023 through July 14, 2023 in the amount of \$828,170.22; June 2023 Community Impact Report; Application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor requests from Maxfields, LLC at 333 W Brown Deer Road which has been reviewed by the Police Department; Right-of-Way License Agreement with 828 E Ellsworth Lane; Resolution 23-11, a Resolution Amending Resolution 23-09 revising the Village Fee Schedule; Engineering Proposal for Outfall Review, Storm System Inventory, and Improvements to operations in the Ellsworth and 621 Pond Lift Station Service Areas; Engineering Proposal for GIS enhancements; Proposal from Energenecs for Stormwater Pump Control Panels; Submittal of the 2024 Community Development Block Grant application; and 2024-2026 Community Development Block Grant Milwaukee County Cooperation Agreement. Motion carried unanimously by roll call vote.

VI. BUSINESS AGENDA

A. COMMITTEE AND COMMISSION REPORTS

1. Public Works Committee

- a. Discussion/action on June 2023 Department of Public Works Report.

Manager Pederson stated the Department launched the Adopt-A-Drain Program which allows residents to adopt, inspect, and take care of storm drains in the Village. Four drains have been adopted so far. Mr. Pederson also stated the vacancy for Municipal Technician was filled. The new employee has many years of experience and will hopefully be at the next meeting to introduce to the Village Board.

Motion by Trustee Zitzer, seconded by Trustee Levins, to approve the June 2023 Department of Public Works Report. Motion carried unanimously.

- b. Discussion/update on 2023 Capital Projects.

Manager Pederson stated construction stated the I-43 project continues with significant lane changes south of Bayside in the next few days.

Mr. Pederson stated the MMSD Brown Deer Road Sanitary Sewer Replacement has been

delayed and is now expected to be complete on August 23, 2023

Mr. Pederson stated the East Bayside Sanitary Sewer project has received approval from Southeastern Region Planning Commission and Wisconsin Department of Natural Resources. The project is anticipated to take 6-7 weeks and be completed around September 15.

2. **Public Safety Committee**

- a. Discussion/action on June 2023 Communications Center Report.

Communication Center Director Scharnott stated there has been a focus this month on staff training.

Manager Pederson commended Communications Center Director Scharnott, IT Director Foscatto and Village President Walny on their efforts in obtaining the PSAP Grant. This designation for Milwaukee County will allow the Village to receive up to \$500,000 annually to fund technology and service enhancements in the Communications Center.

Motion by Trustee Rudman, seconded by Trustee Barth, to approve the June 2023 Communications Center Report. Motion carried unanimously.

- b. Discussion/action on June 2023 Police Department Report.

Chief Liebenthal stated Officer Bunting completed courses to be a certified instructor for de-escalation. Officer Bunting will be able to instruct other officers in the department and the North Shore in handling encounters without violence.

Motion by Trustee Barth, seconded by Trustee Rudman, to approve the June 2023 Police Department Report. Motion carried unanimously.

3. **Finance and Administration Committee**

- a. Discussion/action on June 2023 Administrative Services Report.

Administrative Services Director Safstrom briefly reviewed the June 2023 report highlighting that the new LandNav tax collection software has been implemented. The 2023 Board of Review is completed with six cases heard and one adjustment made.

Motion by Trustee Zitzer, seconded by Trustee Levins, to approve the June 2023 Administrative Services Report. Motion carried unanimously.

4. **Library Board**

- a. Discussion/action on June 2023 Library Report.

Motion by Trustee Barth, seconded by Trustee Rudman, to accept the June 2023 Library Report. Motion carried unanimously.

5. **Plan Commission**

- a. Discussion/action on the request for a Conditional Use Permit for Ralyn Tea House at 8824 N Port Washington Road.

Manager Pederson stated the Plan Commission reviewed this request for a Conditional Use Permit and has recommended approval.

Motion by Trustee Zitzer, seconded by Trustee Rudman, to approve the Conditional Use Permit for Ralyn Tea House at 8824 N Port Washington Road. Motion carried unanimously.

6. **Board of Zoning Appeals**

- a. Discussion/action on the request for a special exception by Fox Point-Bayside Middle School for the property located at 601 E Ellsworth Ln for:
- Unenclosed Storage contrary to Section 32-48(9-10)
 - Unenclosed Storage contrary to Section 32-48(12)
 - Fences contrary to Section 104-125 a)(8)(b), a)(8)(d), and a)(9)
 - Impervious Surface contrary to Section 125-3(g)(2)
 - Right-of-Way Plantings contrary to Section 41-2(a)
 - Temporary Signs contrary to Section 116-8

Manager Pederson stated the Board of Zoning Appeals met Tuesday, July 18 and recommended approval of the requests for exception.

Motion by Trustee Zitzer, seconded by Trustee Levins, to approve the request for special exception by Fox Point-Bayside Middle School for the property located at 601 E Ellsworth Ln for: Unenclosed Storage contrary to Section 32-48(9-10); Unenclosed Storage contrary to Section 32-48(12); Fences contrary to Section 104-125 a)(8)(b), a)(8)(d), and a)(9); Impervious Surface contrary to Section 125-3(g)(2); Right-of-Way Plantings contrary to Section 41-2(a); Temporary Signs contrary to Section 116-8. Motion carried unanimously.

VII. VILLAGE PRESIDENT'S REPORT

No Report.

VIII. VILLAGE MANAGER'S REPORT

No Report.

IX. VILLAGE ATTORNEY'S REPORT

Attorney Jaekels gave a brief overview of the status of current litigation.

X. ADJOURNMENT

Motion by Trustee Levins, seconded by Trustee Zitzer, to adjourn the meeting at 6:22 p.m. Motion carried unanimously.

Attachment

Good evening, esteemed trustees, cherished friends, and valued neighbors. I'm Gerry Feldman of 133 East Glencoe Place, and I am here tonight out of concern for our democracy.

Last time I stood before this body, the presiding officer interrupted my speech, declaring by spontaneous executive action that introductory statements will no longer be allowed. It made me wonder, why do we recite the pledge of allegiance only to deny our constituents the very liberties and justice we claim to uphold?

This is a democracy, not a dictatorship. We are bound by rules and laws that safeguard our freedom of expression and participatory rights in public matters. No one has the right to undermine or disrespect these principles, least of all those who have been elected to serve the public interest.

This is not unlike what happened earlier in this pandemic. Several of our neighbors who could not attend in person gave me their written authorization to speak up for them, to have their voices heard. But what did the presiding officer do? Dismissed their authority, used that gavel as a weapon to silence me, and even threatened to have me arrested. Can you believe it? Let me remind you, that gavel is a symbol of the people's will. It is bestowed upon the presiding officer to serve their interests, not to override them.

Of course, that whole situation could have been avoided by using Zoom. All it takes is one person with a smartphone. Yet we were told at the time that Zoom access to meetings would be impossible, even though neighboring communities like Fox Pont were using Zoom routinely to accommodate constituents who were unable to attend in person. Well, hallelujah! Baruch Hashem! Nes Gadol Haya Po! We now have Zoom!

Opacity is a tremendous roadblock to justice. Hiding behind closed doors, denying Zoom access to meetings -- this was nothing short of a deliberate scheme to suppress public engagement. The very people entrusted with the responsibility to safeguard the people's interests exploited the pandemic to suppress public involvement, to bulldoze through legislation that has immense consequences for our community. And this is not the kind of legislation that benefits hardworking families, no. It's precisely designed to line the pockets of wealthy developers, leaving struggling families in the dust for a whopping 22 years, at a time when inflation is out of control and our economy is teetering on the brink of recession. It's unbelievable, but it's true.

Such conduct is not only shameful but also contrary to our American principles. It reveals a betrayal of our trust and fundamental values. The residents of Bayside and the wider community deserve an explanation and tangible changes. If community leaders find themselves unwilling or unable to provide the ethical, accountable, transparent and honest leadership that their constituents expect of them, they should step aside.

I thank you all for your time, your consideration, and your unwavering commitment to our village.



Village of Bayside
9075 N Regent Road
Board of Trustees Meeting
July 27, 2023
Village Board Room, 8:00 am

**BOARD OF TRUSTEES
Meeting Minutes**

I. CALL TO ORDER AND ROLL CALL

President Walny called the meeting to order at 8:00 am.

ROLL CALL

President: Eido Walny
Trustees: Elizabeth Levins
Bob Rudman
Margaret Zitzer
Kelly Marrazza
Dan Rosenfeld - Excused
Mike Barth - Excused

Also Present: Village Manager Andy Pederson
Administrative Services Director Rachel A. Safstrom
Assistant to the Village Manager Leah Hofer
Village Attorney Chris Jaekels
Deputy Clerk/Treasurer Madeline Moltzan
No Audience members

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. Consent of Village to Collateral Assignment of Development Agreement and Municipal Revenue Obligations requested by Bayside Development Partners II, LLC and OneNorth Building C, LLC pursuant to terms of Development Agreement Dated December 20, 2021.

Motion by Trustee Zitzer, seconded by Trustee Rudman, to Consent of Village to

Collateral Assignment of Development Agreement and Municipal Revenue Obligations requested by Bayside Development Partners II, LLC and OneNorth Building C, LLC pursuant to terms of Development Agreement Dated December 20, 2021.

Trustee Levins requested Item 1 be removed from the consent agenda for discussion.

Trustee Levins expressed concerns with the process of the agreement indicating it may be better at the Finance Committee for review prior to Village Board approval. Trustee Levins also questioned the various components of the agreement presented for consent.

Attorney Jaekels stated that the developer believes this consent is not required. The Village has insisted on a right to consent within the agreement; however, if the Village does not approve, the developer intends to proceed. The Village is not a party to the loan.

The motion to offer consent of the Collateral Assignment of the Development Agreement and Municipal Revenue Obligations requested was carried 4-1 (Levins-Nay).

IV. ADJOURNMENT

Motion by Trustee Zitzer, seconded by Trustee Rudman, to adjourn the meeting at 8:06 am. Motion carried unanimously.

CHECK REGISTER FOR VILLAGE OF BAYSIDE

CHECK DATE 07/14/2023 - 08/04/2023

Check Date	Check	Vendor Name	Amount
Bank GEN GENERAL POOLED CHECKING			
07/18/2023	195(E)	CARTER, JULIE	1,483.10
07/18/2023	196(E)	DEPT OF EMPLOYEE TRUST FUND	122,104.74
07/18/2023	197(E)	DIVERSIFIED BENEFIT SERVICES	825.41
07/18/2023	198(E)	EFTPS	36,231.00
07/18/2023	199(E)	EMPOWER-GREATWEST	5,512.50
07/18/2023	200(E)	NORTH SHORE BANK	225.00
07/18/2023	201(E)	US BANK	21,860.00
07/18/2023	204(E)	WI DEPARTMENT OF REVENUE	6,129.13
07/18/2023	39198	AMAZON/SYNCB	1,065.29
07/18/2023	39199	BAKER & TAYLOR	3,196.10
07/18/2023	39200	CITY OF GLENDALE	387.48
07/18/2023	39201	CLEAN SOURCE LLC	1,800.00
07/18/2023	39202	DELTA DENTAL	188.68
07/18/2023	39203	Kanopy Inc	154.80
07/18/2023	39204	MANNEDGE CONSULTING LLC	2,500.00
07/18/2023	39205	MILWAUKEE JOURNAL SENTINEL	35.16
07/18/2023	39206	NICOLA, ABIGAIL	150.00
07/18/2023	39207	NORTH SHORE FIRE DEPT-4401	27,449.58
07/18/2023	39208	PREMIUM WATERS INC.	60.86
07/18/2023	39209	SP COMMUNICATIONS	297.50
07/18/2023	39210	STREICHER'S	2,728.22
07/18/2023	39211	TACTICAL SOLUTIONS	327.00
07/18/2023	39212	VEOLIA ENVIRONMENTAL SERVICES	4,205.20
07/18/2023	39213	WE ENERGIES	2,431.75
07/18/2023	39214	WI Dept of Financial Institut	20.00
Total 07/18/2023:			241,368.50
07/31/2023	205(E)	DIVERSIFIED BENEFIT SERVICES	2,904.62
07/31/2023	206(E)	EFTPS	36,406.37
07/31/2023	207(E)	EMPOWER-GREATWEST	5,433.69
07/31/2023	208(E)	NORTH SHORE BANK	225.00
07/31/2023	209(E)	WI DEPARTMENT OF REVENUE	6,143.41
Total 07/31/2023:			51,113.09
08/03/2023	39215	AFLAC	13.80
08/03/2023	39216	AMUNDSEN DAVIS	2,060.33
08/03/2023	39217	AT&T	1,157.05
08/03/2023	39218	Clark Dietz	8,742.50
08/03/2023	39219	DIGGERS HOTLINE INC	881.60
08/03/2023	39220	EGGERS IMPRINTS	32.00
08/03/2023	39221	FIRST SUPPLY LLC	2,174.49
08/03/2023	39222	IDEMIA IDENTITY & SECURITY	2,783.00
08/03/2023	39223	INNERFACE ARCHITECTURAL SIGNA	139.33
08/03/2023	39224	JENNIFER DROSSART	105.00
08/03/2023	39225	MCDONALD SCHAEFER LLC	11,900.00
08/03/2023	39226	PACKERLAND RENT-A-MAT INC.	40.76
08/03/2023	39227	ROTE OIL	3,129.12
08/03/2023	39228	UniFirst Corporation	29.80
08/03/2023	39229	VISU-SEWER	17,753.59
08/03/2023	39230	WI DEPT OF JUSTICE - TIME	2,180.25
08/03/2023	39231	WI SCTF	1,473.24
08/03/2023	39232	WM RECYCLE AMERICA	635.77
08/03/2023	39233	AMAZON/SYNCB	2,275.24
08/03/2023	39234	AMUNDSEN DAVIS	34,066.14
08/03/2023	39235	AMUNDSEN DAVIS	118.50
08/03/2023	39236	ANGELA KRAUSE	35.00
08/03/2023	39237	BATZNER PEST CONTROL	28.00
08/03/2023	39238	CHARLES OJIELO & MICHELLE OJE	130.37
08/03/2023	39239	Clark Dietz	1,650.00
08/03/2023	39240	EGGERS IMPRINTS	839.00
08/03/2023	39241	FORWARD TS, LTD	159.27
08/03/2023	39242	GREATAMERICA FINANCIAL SERVIC	103.00
08/03/2023	39243	JEAN SCHROEDER	35.28
08/03/2023	39244	JEFF FISHBACH	35.00
08/03/2023	39245	JESSIE PETERSON	35.00
08/03/2023	39246	LISA MORGEN-BARRIENTOS & NORM	476.70
08/03/2023	39247	LV ENTERPRISES LLC	3,214.00
08/03/2023	39248	MARIBETH YOUNGBERG	35.00
08/03/2023	39249	MARY WITTE	80.00
08/03/2023	39250	MM ELECTRIC	9.00
08/03/2023	39251	MOTION PICTURE LICENSING CORP	279.16
08/03/2023	39252	NICOLE MAHER	16.25

CHECK REGISTER FOR VILLAGE OF BAYSIDE

CHECK DATE 07/14/2023 - 08/04/2023

Check Date	Check	Vendor Name	Amount
Bank GEN GENERAL POOLED CHECKING			
08/03/2023	39253	Northland Business System	5,441.70
08/03/2023	39254	PACKERLAND RENT-A-MAT INC.	40.76
08/03/2023	39255	Rinka	9,025.00
08/03/2023	39256	STREICHER'S	1,271.43
08/03/2023	39257	THOMSON REUTERS - WEST	204.96
08/03/2023	39258	VOIANCE LANGUAGE SERVICES LLC	10.00
08/03/2023	39259	WI DEPT. OF TRANS-7366	5,062.43
Total 08/03/2023:			<u>119,907.82</u>
GEN TOTALS:			
Total of 75 Checks:			412,389.41
Less 0 Void Checks:			0.00
Total of 75 Disbursements:			<u>412,389.41</u>



Community Impact Report

July 2023

FISCAL INTEGRITY: Provide sound financial management and future financial stability.

Metric	2022 Total	2023 YTD	5 Year Average	Target	Status
Bond Rating	Aa	Aa	Aa	Aa	●
GFOA Budget	Yes	Yes	Yes	Yes	●
GFOA ACFR	Yes	Yes	Yes	Yes	●
Grant \$	\$1,056,054	\$826,914	\$412,764	\$300,000	●
Fund Balance	30%	30%	28%	30%	●

Metric	2022 Total	2023 YTD	5 Year Average	Target	Status
Property Status	99	50	121	120	●
ICMA CPM	No	n/a	Yes	Yes	●
Total Permits	675	369	564	400	●
WComp Mod	0.74	0.81	0.95	1.0	●

COMMUNITY COLLABORATION: Maintain equitable, diverse, and inclusive community partnerships.

Metric	2022 Total	2023 YTD	5 Year Average	Target	Status
Meetings/Events	51	43	50	55	●
Ordinances	11	6	11	15	●
Resolutions	28	11	32	25	●
myBlue Contacts	194	469	155	N/A	●

Metric	2022 Total	2023 YTD	5 Year Average	Target	Status
Drop Off Day Cars	1,162	611	795	800	●
Codes Enforced	239	153	173	N/A	●
Votes Cast	7,055	3,820	4,837	7,250	●
Elections	4	2	2.8	2	●

CONNECTED COMMUNICATION: Provide proactive, reliable, and transparent communications.

Metric	2022 Total	2023 YTD	5 Year Average	Target	Status
Buzz open rate	66%	70%	58%	65%	●
Website Visits	61,205	35,988	52,077	40,000	●
Social Media	242,356	226,727	333,782	450,000	●
Newsletter	12	7	12	12	●

Metric	2022 Total	2023 YTD	5 Year Average	Target	Status
SCF Requests	2,517	1,875	2,228	2,700	●
SCF DTA	0.3	0.23	.78	1	●
SCF DTC	2.0	2.09	10.62	7	●
SCF SLA%	92%	92.25%	78.8%	90%	●

SERVICE EXCELLENCE: Provide solution-based innovative services.

Metric	2022 Total	2023 YTD	5 Year Average	Status
Dispatch Time	55 sec.	45 sec.	38 sec	●
Dispatch Calls	106,677	60,316	106,400	●
911 Calls	25,789	13,600	26,521	●
BCC Train Hrs.	3,917	5,677	2,234	●
Call Reviews	97.5%	98%	98%	●
Calls for Police	4,571	4,489	5,398	●
Police Accred.	Yes	Yes	Yes	●

Metric	2022 Total	2023 YTD	5 Year Average	Status
Police Calls	69,145	41,452	72,945	●
Fire Calls	11,474	7,024	9,169	●
EMD Use	633	5,059	N/A	●
Miles Patrolled	90,354	42,714	103,901	●
Traffic Stops	1,823	960	2,177	●
Citations	879	460	882	●

SUSTAINABLE RESILIENCE: Provide environmental stewardship and promote future resilience.

Metric	2022 Total	2023 YTD	5 Year Average	Target	Status
Garbage Tons	1,273	655	1,273	1,500	●
Recycling Tons	446	235	485	500	●
Yard Waste (yds)	1,987	1,315	2,735	2,500	●
Special Pickups	147	83	171	165	●
Diversion Rate	26%	26%	28%	30%	●

Metric	2022 Total	2023 YTD	5 Year Average	Target	Status
Culvert Replaced	38	43	34	30	●
Rx Drugs (lbs)	487	235	506	450	●
Tree City USA	Yes	Yes	Yes	Yes	●
Sewer Cleaned	23,361	0	25,730	26,000	●
Bird City USA	Yes	Yes	Yes	Yes	●

* = per year data unavailable



USA Fire Protection

A Subsidiary of APi Group, Inc.

- Full Service Fire Protection Contractor -

7-24-2023

Village of Bayside
9075 N Regent Rd
Bayside WI 53217

Attention: Emma Baumgartner

Reference: Clean Agent System Upgrade for IT Room

Dear Emma

Thank you for the opportunity to provide you with pricing for the above referenced project which includes the following.

Clean Agent Fire Suppression System Upgrade \$47,821.00

- 1) Provide 1 Cylinder with required amount of HFC-125
- 2) Provide 3 addressable relay modules to interface with existing dampers between IT room and dispatch center
- 3) Provide addressable smoke detectors for above ceiling space.
- 4) Provide discharge piping to protect subfloor, hot isle/cold isle and above ceiling space.
- 5) Provide labor and material to install, program and test.
- 6) Provide labor and material to remove existing cylinder and discharge piping.

Conditions

- 1) Our Price is valid for 30 days.
- 2) Price does not include any connected to unconnected reserve cylinders.
- 3) Price does not include sealing of any penetrations or openings to provide a tight enclosure. This is required for the clean agent system to work as designed. Doors must have sweeps and/or weather-stripping installed. Door closers are also required.
- 4) Price includes (1) room integrity door fan test. If testing fails additional test will be required at an additional cost of \$975.00 per test
- 5) Price does not include any dampers, damper wiring, or wiring to shut down HVAC equipment. It is required that all duct work which leaves or enters the hazard has dampers which close on system discharge. Any self-contained HVAC unit needs to shut down upon system discharge. Relays will be provided from fire suppression system for interface to dampers or HVAC shutdowns. Unless otherwise noted above.
- 6) Price does not include any EPO or shunt trip wiring to disconnect power to computers and/or other equipment in room. Contacts are provided in an agent release control panel if chosen to be used. It is not required that power to the equipment be shut off during a discharge.

NEW BERLIN – 15775 W Schaefer Court, New Berlin, WI 53151 PH: 262-782-3311 Fax: 262-782-3539

APPLETON - 1080A North Perkins St, Appleton, WI. 54914 Ph: 920-836-3344 Fax: 920-836-3862

MADISON – Ph: 608-838-7181 Fax: 608-838-4868



USA Fire Protection

A Subsidiary of APi Group, Inc.

- Full Service Fire Protection Contractor -

- 7) Our price is based on work being done during normal working hours (7:00AM-3:30PM Monday through Friday)

If you have any questions or need any additional information regarding the above mentioned codes or your fire protection needs, please feel free to contact me at 262-754-6243 or jamie.ehmer@usafp.us

Customer Acceptance

Authorized Signature: _____
Printed Name: _____
Date: _____
Phone: _____
Purchase Order: _____
Site Contact: _____
Site Phone: _____

United States Alliance Fire Protection

Jamie C Ehmer
Alarm & Detection/Special Hazards

Terms of payment are net thirty (30) days from date of invoice. Invoices may be rendered on a progress basis for work completed through the date of invoicing and purchaser agrees to pay such progress billings in full. Purchaser agrees that payment to seller shall not be contingent upon settlement of insurance claim or reimbursement by another party. A service charge will be charged and added to the price on all payments past due and owed by the purchaser under this contract at a monthly rate of 1.5% or at a rate allowed under applicable law. Purchaser shall pay any reasonable attorney fees incurred in the collection of past due accounts.

MEMORANDUM OF UNDERSTANDING

Between Village of Bayside and City of Greenfield

Subject: Emergency Management 911 Dispatch Services Backup Center

Effective Date: July 2023

This Memorandum of Understanding (MOU) is made and entered into this [Effective Date], by and between the Village of Bayside, represented by [Village Representative Name and Title], located at [Village Address], hereinafter referred to as "Bayside," and the City of Greenfield, represented by [City Representative Name and Title], located at [City Address], hereinafter referred to as "Greenfield."

WHEREAS, both parties recognize the importance of providing efficient and effective emergency management services to their respective communities; and

WHEREAS, Bayside and Greenfield acknowledge the need to establish a collaborative arrangement to ensure uninterrupted 911 dispatch services in case of any unforeseen disruptions to their respective dispatch centers; and

WHEREAS, this MOU outlines the terms and conditions for establishing an Emergency Management 911 Dispatch Services Backup Center;

NOW, THEREFORE, the parties hereby agree as follows:

1. Purpose:

The purpose of this MOU is to formalize the collaborative effort between Bayside and Greenfield to establish an Emergency Management 911 Dispatch Services Backup Center. The Backup Center will serve as a contingency facility to ensure the continuity of emergency dispatch services in the event of emergencies, technical failures, natural disasters, or any other incidents that may affect the primary dispatch centers.

2. Scope of Services:

- 2.1. Bayside shall make available its emergency management facilities and resources to Greenfield during times of need, subject to the terms outlined in this MOU, and vice versa.
- 2.2. Greenfield shall have access to Bayside's 911 dispatch system, infrastructure, and support services to facilitate seamless emergency call handling and dispatching during backup operations, and vice versa.

3. Responsibilities:

- 3.1 Provide access to its 911 dispatch center and associated equipment to authorized personnel during backup operations.
- 3.2. Designate a point of contact who will coordinate with designated representative for backup center activation and deactivation procedures.
- 3.3. Ensure the Backup Center's readiness, including regular maintenance of equipment, testing of

communication systems, and training of personnel to ensure efficient functioning during emergencies.

3.4 Prioritize the use of the Backup Center for emergency call handling and dispatching purposes during disruptions to its primary dispatch center.

3.5. Provide personnel with the necessary training and orientation to effectively utilize backup facilities and resources.

3.6. Appoint a point of contact responsible for coordinating during backup center operations.

4. Activation and Deactivation of Backup Center:

4.1. The Backup Center shall only be activated when the primary dispatch center is unable to provide adequate 911 services due to emergencies or technical failures.

4.2. The decision to activate or deactivate the Backup Center shall be mutually agreed upon by both parties, with the aim of ensuring the best possible emergency response for both communities.

5. Term and Termination:

5.1. This MOU shall become effective as of the date first written above and shall remain in effect until terminated by either party.

5.2. Either party may terminate this MOU by providing written notice of its intent to terminate at least 30 days before the desired termination date.

6. Indemnification/Hold Harmless:

6.1. Bayside shall hold harmless and indemnify Greenfield for and from any and all liability in any way arising from or related to any activity undertaken by Bayside (or its agents, employees and/or subcontractors) pursuant to, in regard to or in any way relating to any aspect of this Agreement or any action authorized by this Agreement or taken pursuant to this Agreement (whether expressly authorized or not).

6.2 Greenfield shall hold harmless and indemnify Bayside for and from any and all liability in any way arising from or related to any activity undertaken by Greenfield (or its agents, employees and/or subcontractors) pursuant to, in regard to or in any way relating to any aspect of this Agreement or any action authorized by this Agreement or taken pursuant to this Agreement (whether expressly authorized or not).

7. Insurance:

Each Party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

8. Governmental Immunities and Damage Limitations:

No provision of this Agreement is intended, nor shall be construed, to be a waiver for any purpose of any provision of Wis. Stat. Sections 893.80 or 345.05 or any other notice requirements, governmental immunities, or damage limitations that may apply to Bayside or Greenfield, their employees, officials or agents.

9. Confidentiality:

Both parties shall maintain the confidentiality of any sensitive information or data accessed or shared during the backup center operations, in compliance with applicable laws and regulations.

10. Amendments:

Any amendments to this MOU shall be made in writing and duly signed by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Village of Bayside and the City of Greenfield have executed this Memorandum of Understanding as of the date first written above.

[Signature]

[Village Representative Name and Title]

Village of Bayside

[Signature]

[City Representative Name and Title]

City of Greenfield

The image shows two handwritten signatures in black ink. The first signature is for the Village of Bayside representative and is written in a cursive style. The second signature is for the City of Greenfield representative and is also in cursive, appearing more stylized and larger than the first. The signatures are positioned over the corresponding text labels.

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

RESOLUTION NO: 23-12

A Resolution to amend the 2023 Annual Program Budget.

WHEREAS, Resolution 22-24, a resolution adopting the 2023 Annual Program Budget and establishing the 2022 tax levy, was adopted on November 17, 2022;

WHEREAS, the Village of Bayside finds it necessary to amend the Annual Program Budget to be consistent with the Fund Balance Policy; and

WHEREAS, several revenue sources are seeing an increase as a result of a corresponding expense or increased services; and

WHEREAS, as staff reviews the 2023 projections in preparation for the 2024 budget cycle it has been noted that several items may come in over budget while others may see a decrease; and

WHEREAS, it is a good practice to amend a budget mid-year when practical to ensure the overall expenditures are not exceeded.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES, that it hereby amends the 2023 Annual Program Budget as indicated on the attachment;

PASSED AND ADOPTED by the Village Board of the Village of Bayside this seventeenth day of August, 2023.

VILLAGE OF BAYSIDE

Eido M. Walny, Village President

Rachel A. Safstrom
Administrative Services Director

		2023 Adopted	Increased Revenue	Decreased Revenue	2023 Amended Budget
GENERAL FUND					
General Fund Revenues					
10-00000-43555	Intergovernmental Grant	-	6,025		6,025
10-00000-43540	State Transportation Aid	415,180		42,553	372,627
10-00000-48215	State Fire Insurance	-	27,450		27,450
License and Permits					
10-00000-44420	Occupancy Permits	750	30,350		31,100
10-00000-44460	Building Permits	95,000	243,310		338,310
10-00000-44535	Dumpster Permits	3,000	7,500		10,500
Public Charges for Services					
10-00000-46125	Legal Service/Developer Invoicing	-	40,000		40,000
10-00000-46310	Special Pickups	6,500	5,500		12,000
10-00000-46710	Park Facility Rental & Programs	1,200	5,300		6,500
10-00000-46715	Public Works Service Revenue	3,000	11,684		14,684
Interest/Miscellaneous					
10-00000-48100	Interest	\$60,000	304,744		364,744
10-00000-48110	Unrealized & Realized Gain/Loss - Investments	-			
10-00000-48260	Insurance Awards/Dividends	-	9,098		9,098
GENERAL FUND EXPENDITURES					
General Government					
		2023 Adopted	Increase Expense	Decrease Expense	2023 Amended Budget
Personnel					
10-51000-51170	Health Insurance Buyout	1,200	610		1,810
10-51000-51250	Elections wages	3,400	53		3,453
10-51000-51530	Health Insurance	45,644		14,374	31,270
Supplies/Contractual					
10-51000-51300	Elections supplies	2,535	1,965		4,500
10-51000-51800	Recruitment	100	20		120
10-51000-52100	Contractual Services	26,099	901		27,000
10-51000-52140	Audit Services	19,313	4,689		24,002
10-51000-52210	Telecommunications	1,872	486		2,358
10-51000-53000	Administrative	1,200		200	1,000
10-51000-53110	Postage	5,500		500	5,000
10-51000-53240	Publications & Printing	400		296	104
10-51000-55000	Contingency	74,022		20,848	53,174
10-51000-55100	General Liability	39,198		2,466	36,732
10-51000-55130	Workers Compensation	29,179	6,053		35,232
10-51000-55160	Property Insurance	7,836	485		8,321
10-51000-55170	Public Official Bonds	7,615		7,615	-
10-51000-55200	Tax Refunds/Uncollectible	-	3,876		3,876
Legal					
10-51000-52110	Legal Counsel-Contracted	61,809	23,191		85,000
10-51000-52130	Legal Counsel-Personnel	-	1,500		1,500
Public Safety					
Police					
Personnel					
10-52100-51100	Wages	\$1,129,242		12,500	1,116,742
10-52100-51110	Overtime	28,000	12,500		40,500
10-52100-51170	Health Insurance Buyout	12,600	6,300		18,900
10-52100-51520	Life Insurance	1,111	33		1,144
10-52100-51530	Health Insurance	163,527		6,300	157,227

		2023 Adopted	Increase Expense	Decrease Expense	2023 Amended Budget
10-52100-51540	Dental Insurance	4,263		33	4,230
Supplies/Contractual					
10-52100-51800	Recruitment	-	750		750
10-52100-52110	Prosecutorial Services	24,723	4,513		29,236
10-52100-52210	Telecommunications	7,483	1,000		8,483
10-52100-52250	Computer Support	5,000		1,490	3,510
10-52100-53100	Office Supplies	1,000		750	250
Inspections, Code Enforcement & Zoning					
10-52400-52500	Building Inspections	52,250	136,792		189,042
Public Works					
Personnel					
10-53000-51110	Overtime	4,050	1,050		5,100
10-53000-51170	Health Insurance Buyout	1,300	1,700		3,000
10-53000-51190	Dental Insurance Buyout	118	199		317
10-53000-51530	Health Insurance	72,437		2,949	69,488
Supplies/Contractual					
10-53000-51800	Recruitment	\$0	535		535
10-53000-52000	Facility Maintenance & Supplies	23,311		1,374	21,937
10-53000-52160	Engineering	11,600	14,410		26,010
10-53000-52300	Tools	2,000	124		2,124
10-53000-53300	Uniform Supplies	1,900	300		2,200
10-53000-53340	Winter Operations	40,033		535	39,498
10-53000-53400	Fuel Maintenance	36,000		300	35,700
10-53000-53600	Equipment Rental	7,450	1,250		8,700
Shared Services					
10-55100-52270	Library-North Shore	165,773	2,470		168,243
SANITARY SEWER FUND					
Expenses					
20-51000-52100	Contractual Services	278,180	1,820		280,000
20-51000-52140	Audit Services	3,604	296		3,900
20-51000-52200	Utilities	8,500		1,751	6,749
20-51000-53500	Equipment Replacement	1,750	10,444		12,194
20-51000-55130	Workers Compensation	2,272		568	1,704
20-51000-55160	Property Insurance	3,012	203		3,215
20-51000-58010	Capital Projects	728,300		10,444	717,856
STORMWATER FUND					
Expenses					
Supplies/Contractual					
22-53000-52100	Contractual services	\$ 9,541	2,547		12,088
22-53000-52140	Audit Services	1,692	130		1,822
22-53000-52200	Utilities	2,500		200	2,300
22-53000-53220	Training, Safety & Certifications	1,000		250	750
22-53000-53280	Landscaping Materials	42,606		2,606	40,000
22-53000-53290	Excavation and Disposal	15,000	2,500		17,500
22-53000-53500	Equipment Replacement	104,300		1,654	102,646
22-53000-55130	Workers Compensation	2,272		568	1,704
22-53000-55160	Property Insurance	2,925	101		3,026
PUBLIC SAFETY COMMUNICATIONS					
Expenditures					
Personnel					
26-51000-51100	Wages	1,671,481		86,200	1,585,281

		2023 Adopted	Increase Expense	Decrease Expense	2023 Amended Budget
26-51000-51110	Overtime	40,800	86,200		127,000
26-51000-51170	Health Insurance Buyout	4,500	285		4,785
26-51000-51190	Dental Insurance Buyout	381	143		524
26-51000-51530	Health Insurance	368,745		1,101	367,644
26-51000-51540	Dental Insurance	9,099		146	8,953
Professional Services					
26-51000-51800	Recruitment	2,500	1,000		3,500
26-51000-52130	Legal Counsel-Personnel	1,000		1,000	-
26-51000-52140	Audit Services	1,692	530		2,222
26-51000-52210	Telecommunications	148,690		10,000	138,690
26-51000-52360	Licensing & Maintenance	217,095	10,000		227,095
26-51000-55160	Property Insurance	4,061	289		4,350

JOINT LIBRARY SERVICES
AGREEMENT

VILLAGES OF BAYSIDE, FOX POINT, RIVER HILLS, AND THE CITY OF GLENDALE

Amended and Restated June 7, 2023

THE AMENDED AND RESTATED
FOX POINT-BAYSIDE-GLENDALE-
RIVER HILLS JOINT LIBRARY
AGREEMENT

This Agreement is an Intergovernmental Cooperation Agreement pursuant to Sections 66.0301 and 43.53, Wis. Stats., made and entered into as of the 7th day of June 2023 (hereinafter referred to as either "this Agreement" or "the 2023 Agreement" by and between the Village of Bayside (hereinafter referred to as "Bayside"), City of Glendale (hereinafter referred to as "Glendale"), Village of Fox Point (hereinafter referred to as "Fox Point"), and Village of River Hills (hereinafter referred to as "River Hills"). Each of the four communities shall be referred to hereinafter as a "Member Agency". Collectively, the four communities shall be referred hereinafter to as the "Member Agencies".

Whereas, Bayside, Fox Point, Glendale, and River Hills have operated and funded the North Shore Library pursuant to the Joint Library Agreement that the Member Agencies entered into as of January 1, 1985 ("1985 Agreement") and the Amended and Restated Joint Library Agreement entered into as of June 27, 2022 ("2022 Agreement") to serve the needs of the public, and

Whereas, Bayside, Fox Point, Glendale, and River Hills have mutually benefited, both financially and through the provision of services, and

Whereas, Bayside, Fox Point, Glendale, and River Hills have found it advisable to continue the operation and funding of the North Shore Library with the changes and amendments as set forth in this 2023 Agreement,

NOW, THEREFORE, for and in consideration of the following mutual covenants and terms contained herein, the Member Agencies agree as follows:

1. **LIBRARY BOARD** The 1985 Agreement created and established a Joint Library Board ("Board") for the purpose of operating a public library to be known as the "North Shore Library" ("Library"). The Member Agencies will agree to the location of the facility. The Board shall operate the facility for use by residents and others. The Board shall administer all future contractual relationships between the Member Agencies and the Milwaukee County Federated Library System for continuing library privileges for the public.

1.1 **BOARD MEMBERS** The Board shall have ten (10) members, each of whom shall be a resident of the Member Agencies with exception of the school district representative. Four members shall be appointed by the Mayor of Glendale and confirmed by the Glendale Common Council; Two members shall be appointed by the Village President of Fox Point and confirmed by the Fox Point Village Board; Two members shall be appointed by the Village President of Bayside and confirmed by the Bayside Village Board; One member shall be appointed by the Village President of River Hills and confirmed by the River Hills Village Board. One school district representative shall be appointed by the Mayor or Village President and confirmed by the Common Council or Village Board of the member agency in which the library physically resides. Each Member Agency shall appoint one member of its governing body to serve as one of its appointed members of the Board for three-year terms to expire April 30 of any year.

1.2 TERMS OF OFFICE The ten-member board shall be divided into three classes as provided in Wisconsin Statutes Section 43.54(1)(b). Each appointment shall be for a three-year term, provided that if, after such appointment, the appointee changes their residence to a location outside the Member Agency which appointed them, the term shall immediately expire, and a successor shall be appointed, Otherwise, members shall serve until successors are appointed.

Vacancies on the Board shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made.

1.3 OFFICERS The Board shall elect a President, Vice President, Secretary/Treasurer, and such other officers as they deem necessary, The Board shall conduct an organizational meeting for the election of officers at its annual May meeting.

1.4 MEETINGS Meetings of the Board shall be held not less frequently than once per month, and otherwise upon the written request of a least three Board members. Meeting locations shall rotate between the Library and the Member Agency City/Village Hall(s). A majority of the members of the Board shall constitute a quorum for the transaction of any business at a meeting of the Board, and the Board shall determine Rules of Order to adopt for conducting business. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Board.

1.5 COMPENSATION No compensation shall be paid to members of the Board for their services.

1.6 POWERS Except as limited by this 2023 Agreement or amendments hereto, the Board shall have all the powers and duties authorized for library boards by Chapter 43, Wisconsin Statutes. Among others, the Library Director, subject to Library Board approval, shall have the following powers and duties:

1.6.1 Provide library services to Member Agencies and others.

1.6.2 Purchase, install, and maintain programming, technology, equipment, collection and circulation materials and services as necessary to provide services associated directly with the joint library operation within approved budget allocations.

1.6.3 Manage, operate, and administer the personnel and operations of the Library.

1.6.4 Repair, maintain, and renew the physical assets of the Library Including, but not limited to, its premises, equipment, and collection.

1.6.5 Prepare and adopt an annual budget for the Library's annual operating expenses as well as a capital budget.

1.6.6 Establish and make public rules and regulations governing the use of facilities operated by the Board pursuant to § 43.52, Wisconsin Statutes.

1.6.7 Discontinue library privileges to any person who violates the rules and regulations adopted and published by the Board.

1.6.8 The Board created by this Agreement shall not be considered a separate legal entity, unless specifically required by State Statute.

2. OPERATING EXPENSE BUDGET Member Agencies shall pay their share of the operating expense budget related to the joint library operation as specified by formula allocation contained in Section 6 (the "Member Agency Cost Allocation"). For purposes of this Agreement, operating expenses shall include the usual and ordinary cost of operation of the Library and the repair and renewal of the Library's physical assets including without limitation expenses of and ordinary additions to the collection and the purchase, installation, and maintenance of technology and programming necessary to provide library services to the Member Agencies. Annual operating expense budget increases shall not exceed the average of the Member Agencies' previous year's levy limits percentage increases, plus one percent (1%), for operating expenses of the Library. Should a Member Agency's levy limit exceed the other Member Agencies levy limits by more than one percent (1%), that Member Agency's levy limit increase shall be removed from the calculation. The Board, moreover, is not required to seek or obtain Member Agencies' approval if the Board presents and adopts an operating expense budget within the 1% limit. Member Agencies, by written unanimous consent, may increase the budgeted allocation beyond the allowable annual increase set forth in this Section 2.

2.1 The Board shall provide the fiscal agent with its annual operating and capital expense budget and Member Agency Cost Allocation, by September 15 each year.

2.2 No expenditures shall be made or contracted for by the Board or any Library employee with respect to any current or proposed item of operating expense until such time that it has been approved by the Board.

2.3 All annual unspent operating monies shall be placed in an operating fund balance account with the fiscal agent.

2.4 Should a significant community specific event occur or be requested by a Member Agency served by the Library, and the Library incurs additional costs related to the event, the Member Agency involved shall be responsible for any additional costs incurred.

3. CAPITAL EXPENSE BUDGET The Library shall prepare and adopt an annual budget for the Library's capital expenses and a five-year capital improvement plan, by September 15, each year. For purposes of this Agreement, capital expenses are expenses, other than operating expenses, that are intended to provide a long-term benefit, such as the purchase of real property or fixtures attached to real property, and physical equipment with an expected useful life of more than five (5) years.

3.1 No expenditures shall be made or contracted for by the Board or any Library employee with respect to any current or proposed Item of capital expense until such time that it has been approved by the Board.

3.2 Upon unanimous approval of the annual capital improvements budget by the governing bodies of the Member Agencies, the Library may make or contract for approved capital project expenditures of up to approved budget amount for each specific capital funding request.

3.3 A designated Capital Reserve Fund shall be established and funded annually at the same percentage as the respective Member Agency's current Member Agency Cost

Allocation. This Capital Reserve Fund shall be used for current, anticipated, unforeseen, or future major capital purchases. The Library will include an annual report of capital fund related activities by June 30, annually. The Capital Reserve Fund balance will be capped at \$100,000, as of September 1 each year. If the Capital Reserve Fund balance exceeds \$100,000 on September 1 of any year, the Library Director shall provide the fiscal agent with the appropriate allocation to reduce the community contribution proportionally in the subsequent year(s) by the then current Member Agency Cost Allocation.

3.4 All annual unspent capital monies shall be placed in the Capital Reserve Fund with the fiscal agent.

4. EMPLOYEES The Board shall appoint a Library Director. The Library Director shall appoint other employees within the prescribed duties, compensation, and approved Library budget. The Library Director and other employees appointed by the Director shall be employees of the fiscal agent.

4.1 The power to control the activities of those employees and to establish their compensation shall be delegated to and exercised by the Library Director, subject to approval by the Library Board. Said employees shall be entitled to such fringe benefits as are provided administrative employees of the fiscal agent, including, where applicable, group, life, health, and dental insurance and FICA and participation in the Wisconsin Retirement System.

4.2 The Library Director shall develop and maintain personnel policies for Library employees and as necessary, shall budget accordingly, subject to approval by the Library Board. All personnel costs of Library employees shall be included in the annual budget referred to within this Agreement and shared by the Member Agencies as specified within this Agreement.

5. FISCAL AGENT The fiscal agent shall be established by a separate Memorandum of Understanding ("MOU"), which shall include terms and compensation deemed necessary by the Board as necessitated by Library operations, between the Library and a Member Agency, currently the Village of Bayside. The fiscal agent is designated to pay all expenditures approved by the Board and to receive all Library revenues. Said fiscal agent may co-mingle Library funds with other funds of their Member Agency but shall keep separate records of all Library receipts and expenditures.

5.1 The fiscal agent shall provide payroll and accounts payable services in an electronic method as well as other services in a manner that enhances the efficiency of the administration of the Library.

5.2 The fiscal agent shall procure and maintain for the Library, at Library expense, during the term of this Agreement, insurance to cover this operation. Such insurance shall include, but not be limited to property, workers' compensation, general and auto liability, energy systems, errors and omissions, and employee dishonesty insurance coverage. Such liability policies shall name each of the Member Agencies as an additional insured.

5.3 The fiscal agent shall keep complete and provide accurate records of all receipts expenditures of the Board as well as an annual audit, which shall be available for public inspection.

6. MEMBER AGENCIES CONTRIBUTION The Member Agencies shall bear and pay the net operating expenses and capital expenditures of the Library as established according to the following formula.

a. Each Member Agency shall pay a fixed allocation of five (5) percent of the annual Library budgets.

b. The remaining ninety-five percent (95%) contribution of each Member Agency shall be proportional to the population of each Member Agency as determined by the most recent decennial United States Census.

6.1 The Board shall provide the fiscal agent with its annual operating and capital budget and Member Agency Cost Allocation, by September 15 each year. The Library Director shall provide the Member Agencies their community allocation within three business days of approval by the Board. Member Agencies shall have ten (10) business days after receipt of the annual operating and capital budget to object to the implementation of the formula allocation of the budget. The Board shall resolve any such objections by a majority vote of the Board. After the objection period concludes, the Member Agency Cost Allocations shall be considered final and accepted by each Member Agency.

7. PAYMENTS Operating budget payments shall be made in advance for each calendar quarter fifteen (15) days prior to the last day of the first, fourth, seventh, and tenth month of the year. Capital contributions shall be due and payable by Member Agencies by January 31, unless modified annually through written mutual agreement by the Board and the Member Agency.

7.1 If a Member Agency fails to pay in full any payment to be made by it as provided by this Agreement on the due date, the Member Agency shall be Indebted to the Library for the payment due, plus interest at an annual percentage rate of eighteen percent (18%), from the due date until full payment. In the event a Member Agency commences legal action regarding payments due under this Agreement, the prevailing party in such action shall be entitled to its costs, disbursements, and reasonable attorney's fees.

7.2 On September 15 of each year, the Library Director shall compute the amount of revenue received by the Library from non-resident usage fees during the preceding year. If non-resident usage fees are greater than \$1,000 in the preceding fiscal year, the fiscal agent shall credit the amount of such revenues against the amounts due from the Member Agencies in accordance with the Member Agency Cost Allocation In effect during the preceding year for the upcoming year.

8. MILWAUKEE COUNTY FEDERATED LIBRARY SYSTEM The Library shall participate in the Milwaukee County Federated Library System (hereinafter "MCFLS") until such time as the Member Agencies shall unanimously agree that such participation should cease or this 2023 Agreement is terminated, Nothing contained in this 2023 Agreement shall require any participating Member Agency to continue its participation in the MCFLS provided, however, that in the absence of unanimous agreement by the Member Agencies, the decision of any participating Member Agency to cease its participation in the MCFLS shall not affect the Library's continuing participation in the MCFLS and further provided that the Library shall make whatever reductions in service to the residents of such non-participating Member Agency as may be required as a result of such Member Agency's decision to cease its participation in the MCFLS by the provisions of the agreement or agreements governing the Library's continuing participation in the MCFLS.

8.1 The Board has the power to recommend to the governing bodies of the Member Agencies as to the desirability of continuing the contractual relationships of the Member Agencies with the MCFLS, and to make such recommendations it deems appropriate with respect to the specific terms of such continuing contractual relationships.

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11. PARTICIPATION Should municipalities not currently a Member Agency contract for the services of the Library, contribute assets, capital, revenue, or personnel, or make any other contribution which reduces the cost to the Library for its services, a credit shall be issued to the Member Agencies. The credit shall be the reasonable estimated amount of the pro-rata cost savings of such contribution both for a reduction in on-going operating costs allocation and operating cost budget. Adding an additional municipality would require an amendment of this Agreement.

12. TERM OF AGREEMENT AND WITHDRAWAL This Agreement shall take effect upon the effective date stated herein after adoption by the governing body of each Member Agency of a resolution approving the Agreement and authorizing its execution. This Agreement shall remain in effect in perpetuity subject to the following:

12.1 Any Member Agency wishing to withdraw from the 2023 Agreement may do so any time after January 1, 2042, with at least three (3) years written notice delivered to the Clerk for and addressed to the governing bodies of each of the other Member Agencies. Any notice to withdraw shall specify a withdrawal date of December 31, of the year that the Member Agency intends to withdraw so that a withdrawing Member Agency shall continue to participate for at least three full calendar years after delivering its notice of withdrawal.

12.2 Withdrawal of any participating Member Agency without the express written consent of each of the other Member Agencies shall not result in dissolution of the Library and no withdrawing Member Agency shall ever have any claim against any of the assets used by the Library or the proceeds thereof.

12.3 Should any Member Agency withdraw from the 2023 Agreement, it shall be obligated for its share of any debt service (principal and interest) incurred while that Member Agency was under the Agreement, unless such debt is assumed by another Member Agency or some third person or entity. This section shall not apply to any new debt incurred during the withdrawal notice period.

12.4 The fact that a Member Agency is paying or is required to pay on debt service (principal

and interest) incurred while that Member Agency was a member of the Library shall not entitle a terminated Member Agency after termination to any of the services provided by the Library.

12.5 This Agreement may be terminated and unilaterally dissolved only by express written agreement of all of the Member Agencies which are participating in this Agreement and which have maintained in a current status their financial obligation hereunder. Upon such dissolution, the assets used by the Library shall be divided among the Member Agencies, then participating in accordance with the ratio of expense sharing in existence in the year of termination. In the event of a dispute with respect to such distribution, all assets shall be sold with proceeds thereof distributed on the same basis.

12.6 All notices of withdrawal issued prior to the effective date of the 2023 Agreement are rendered null and void upon the full execution of the 2023 Agreement.

13. WARRANTIES AND DAMAGES Member Agencies agree that there are no warranties, express or implied, by this Agreement or otherwise, as to the service and as to any parts of any systems design, program, implementation, modification or other service provided by the Library. There is no implied warranty of merchantability or fitness for a particular purpose. There is no warranty of any other kind. Nothing herein is intended to limit or preclude any claims Member Agencies may have against any third parties, including manufacturers, sellers, dealers, repairers, service providers, installers or others, nor shall this provision be construed as relating to, or defining in any way, liability as to third parties.

14. THIRD PARTY LIABILITY It is expressly understood by and between the parties that each party shall be responsible, in the event of a claim, or judgment by a court of competent jurisdiction, for liability to a third party, to the extent liability of the party shall be found. Nothing in this Agreement shall be construed to limit the right of contribution of any party against the other. In the event of liability to a third party, this Agreement is intended to be solely between the parties hereto and its terms shall not be construed to add, supplement, or grant any rights, benefits or privileges of any kind whatsoever to any third party or parties.

15. DISPUTE RESOLUTION The parties agree that in the event of any dispute over the terms, performance, or administration of this Agreement they will submit first to mediation through the Wisconsin Policy Forum, or a mediator mutually agreed upon by all parties. In any litigation thereafter, the substantially prevailing party shall be entitled to its attorneys' fees and costs.

16. AMENDMENTS Any amendments to this Agreement or any exhibit hereto shall be approved by the governing bodies of all Member Agencies.

17. HOLD HARMLESS Any uninsured liability, costs of damages for personal injury, property damage, or any other loss of whatever nature incurred by the Library shall be the liability of the Library, subject to the contributions of the Member Agencies herein described. Any such uninsured liability, costs, or damage shall be paid proportionately by each of the Member Agencies in accordance with the Member Agency Cost Allocation.

18. ASSIGNMENT This Agreement may not be assigned.

19. SEVERABILITY If any provision of this Agreement shall be held or declared invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof.

20. WISCONSIN LAW This Agreement is to be interpreted in accordance with the laws of the State of Wisconsin.

21. NO WAIVER OF IMMUNITIES Nothing in this Agreement shall constitute a waiver in whole or in part, of any immunities of the Member Agencies under § 893.80 Wis. Stats. or any other statutory or common law.

22. ACKNOWLEDGMENT Member Agencies acknowledge by the signature of its duly authorized representative below that Member Agency or its authorized agent has read and understands all the terms and conditions of this Agreement as set forth herein, and Member Agency fully understands that the Library is a provider of equipment and service and not an insurer, and Member Agency agrees to be bound by such terms and conditions.

23. ENTIRE AGREEMENT This document, including any and all attachments, unless specified as illustrative, constitutes the entire agreement between Member Agencies on this subject matter and is intended as a final expression of the agreement of the parties and the complete and exclusive statement of the terms of the agreement. This 2023 Agreement is intended to amend and restate the 1985 and the 2022 Agreement except for the current lease described in Section 9.2 of the 1985 Agreement (and documents that show, evidence, or discuss the current lease) and the 2015 Amendment to the 1985 Agreement described in Section 10 of the 2023 Agreement. The items excepted shall continue in force undisturbed. No provision of this Agreement shall be deemed waived, amended or modified by any party unless such waiver, amendment or modification is in writing signed by the party sought to be bound by the waiver, amendment or modification.

24. PRESUMPTIONS This Agreement is the result of negotiations between the parties, each of whom was represented by counsel. No party may claim or enjoy any presumption with regard to the interpretation of this Agreement based on its draftsmanship.

25. AUTHORITY The undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective parties.

In witness whereof, this Agreement has been executed to take effect as of the day and year set forth above by the respective officers of the respective Member Agencies, being duly authorized by their respective governing bodies so to do.

SIGNATURE PAGE FOLLOWS ON THE NEXT PAGE

Village of Bayside

Village President

Village Clerk

Village of Fox Point

Village President

Village Clerk

City of Glendale

Mayor

City Clerk

Village of River Hills

Village President

Village Clerk

JOINT LIBRARY SERVICES
AGREEMENT

VILLAGES OF BAYSIDE, FOX POINT, RIVER HILLS, AND THE CITY OF GLENDALE

Amended ~~June 27, 2022~~
and Restated April 23, 2023, June 7, 2023

THE AMENDED AND RESTATED
FOX POINT-BAYSIDE-GLENDALE-
RIVER HILLS JOINT LIBRARY
AGREEMENT

This Agreement is an Intergovernmental Cooperation Agreement pursuant to Sections 66.0301 and 43.53, Wis. Stats., made and entered into as of the ~~23rd~~-7th day of ~~April~~-June 2023 (hereinafter referred to as either "this Agreement" or "the 2023 Agreement" by and between the Village of Bayside (hereinafter referred to as "Bayside"), City of Glendale (hereinafter referred to as "Glendale"), Village of Fox Point (hereinafter referred to as "Fox Point"), and Village of River Hills (hereinafter referred to as "River Hills"). Each of the four communities shall be referred to hereinafter as a "Member Agency". Collectively, the four communities shall be referred hereinafter to as the "Member Agencies".

Whereas, Bayside, Fox Point, Glendale, and River Hills have operated and funded the North Shore Library pursuant to the Joint Library Agreement that the Member Agencies entered into as of January 1, 1985 ("1985 Agreement") and the Amended and Restated Joint Library Agreement entered into as of June 27, 2022 ("2022 Agreement") to serve the needs of the public, and

Whereas, Bayside, Fox Point, Glendale, and River Hills have mutually benefited, both financially and through the provision of services, and

Whereas, Bayside, Fox Point, Glendale, and River Hills have found it advisable to continue the operation and funding of the North Shore Library with the changes and amendments as set forth in this 2023 ~~Amended~~ Agreement,

NOW, THEREFORE, for and in consideration of the following mutual covenants and terms contained herein, the Member Agencies agree as follows:

1. LIBRARY BOARD The 1985 Agreement created and established a Joint Library Board ("Board") for the purpose of operating a public library to be known as the "North Shore Library" ("Library"). The Member Agencies will agree to the location of the facility. The Board shall be given operate the facility ~~from the Member Agencies~~ for use by residents and others. The Board shall administer all future contractual relationships between the Member Agencies and the Milwaukee County Federated Library System for continuing library privileges for the public.

1.1 BOARD MEMBERS The Board shall have ten (10) members, each of whom shall be a resident of the Member Agencies with exception of the school district representative. Four members shall be appointed by the Mayor of Glendale and confirmed by the Glendale Common Council; Two members shall be appointed by the Village President of Fox Point and confirmed by the Fox Point Village Board; Two members shall be appointed by the Village President of Bayside and confirmed by the Bayside Village Board; One member shall be appointed by the Village President of River Hills and confirmed by the River Hills Village Board. One school district representative shall be appointed by the Mayor or Village President and confirmed by the Common Council or Village Board of the member agency in which the library physically resides. Each Member Agency shall appoint one member of its governing body to serve as one of its appointed members of the Board for three-year terms to expire April 30 of any year.

1.2 TERMS OF OFFICE The ten-member board shall be divided into three classes as provided in Wisconsin Statutes Section 43.54(1)(b). Each appointment shall be for a three-year term, provided that if, after such appointment, the appointee changes their residence to a location outside the Member Agency which appointed them, the term shall immediately expire, and a successor shall be appointed, Otherwise, members shall serve until successors are appointed.

Vacancies on the Board shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made.

1.3 OFFICERS The Board shall elect a President, Vice President, Secretary/Treasurer, and such other officers as they deem necessary, The Board shall conduct an organizational meeting for the election of officers at its annual May meeting.

1.4 MEETINGS Meetings of the Board shall be held not less frequently than once per month, and otherwise upon the written request of a least three Board members. Meeting locations shall rotate between the Library and the Member Agency City/Village Hall(s). A majority of the members of the Board shall constitute a quorum for the transaction of any business at a meeting of the Board, and the Board shall determine Rules of Order to adopt for conducting business. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Board.

1.5 COMPENSATION No compensation shall be paid to members of the Board for their services.

1.6 POWERS Except as limited by this 2023 Agreement or amendments hereto, the Board shall have all the powers and duties authorized for library boards by Chapter 43, Wisconsin Statutes. Among others, the Library Director, subject to Library Board approval, shall have the following powers and duties:

1.6.1 Provide library services to Member Agencies and others.

1.6.2 Purchase, install, and maintain programming, technology, equipment, collection and circulation materials and services as necessary to provide services associated directly with the joint library operation within approved budget allocations.

1.6.3 Manage, operate, and administer the personnel and operations of the Library.

1.6.4 Repair, maintain, and renew the physical assets of the Library Including, but not limited to, its premises, equipment, and collection.

1.6.5 Prepare and adopt an annual budget for the Library's annual operating expenses as well as a capital budget.

1.6.6 Establish and make public rules and regulations governing the use of facilities operated by the Board pursuant to § 43.52, Wisconsin Statutes.

1.6.7 Discontinue library privileges to any person who violates the rules and regulations adopted and published by the Board.

1.6.8 ~~The Board~~ Created by this Agreement shall not be considered a separate legal entity, unless specifically required by State Statute.

2. OPERATING EXPENSE BUDGET Member Agencies shall pay their share of the operating expense budget related to the joint library operation as specified by formula allocation contained in Section 6 (the "Member Agency Cost Allocation"). For purposes of this Agreement, operating expenses shall include the usual and ordinary cost of operation of the Library and the repair and renewal of the Library's physical assets including without limitation expenses of and ordinary additions to the collection and the purchase, installation, and maintenance of technology and programming necessary to provide library services to the Member Agencies. Annual operating expense budget increases shall not exceed the average of the Member Agencies' previous year's levy limits percentage increases, plus one percent (1%), for operating expenses of the Library. Should a Member Agency's levy limit exceed the other Member Agencies levy limits by more than one percent (1%), that Member Agency's levy limit increase shall be removed from the calculation. The Board, moreover, is not required to seek or obtain Member Agencies' approval if the Board presents and adopts an operating expense budget within the 1% limit. Member Agencies, by written unanimous consent, may increase the budgeted allocation beyond the allowable annual increase set forth in this Section 2.

2.1 The Board shall provide the fiscal agent with its annual operating and capital expense budget and Member Agency Cost Allocation, by September 15 each year.

2.2 No expenditures shall be made or contracted for by the Board or any Library employee with respect to any current or proposed item of operating expense until such time that it has been approved by the Board.

2.3 All annual unspent operating monies shall be placed in an operating fund balance account with the fiscal agent.

2.4 Should a significant community specific event occur or be requested by a Member Agency served by the Library, and the Library incurs additional costs related to the event, the Member Agency involved shall be responsible for any additional costs incurred.

3. CAPITAL EXPENSE BUDGET The Library shall prepare and adopt an annual budget for the Library's capital expenses and a five-year capital improvement plan, by September 15, each year. For purposes of this Agreement, capital expenses are expenses, other than operating expenses, that are intended to provide a long-term benefit, such as the purchase of real property or fixtures attached to real property, and physical equipment with an expected useful life of more than five (5) years.

3.1 No expenditures shall be made or contracted for by the Board or any Library employee with respect to any current or proposed Item of capital expense until such time that it has been approved by the Board.

3.2 Upon unanimous approval of the annual capital improvements budget by the governing bodies of the Member Agencies, the Library may make or contract for approved capital project expenditures of up to approved budget amount for each specific capital funding request.

3.3 A designated Capital Reserve Fund shall be established and funded annually at the same percentage as the respective Member Agency's current Member Agency Cost

Allocation. This Capital Reserve Fund shall be used for current, anticipated, unforeseen, or future major capital purchases. The Library will include an annual report of capital fund related activities by June 30, annually. The Capital Reserve Fund balance will be capped at \$100,000, as of September 1 each year. If the Capital Reserve Fund balance exceeds \$100,000 on September 1 of any year, the Library Director shall provide the fiscal agent with the appropriate allocation to reduce the community contribution proportionally in the subsequent year(s) by the then current Member Agency Cost Allocation.

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and interest) incurred while that Member Agency was a member of the Library shall not entitle a terminated Member Agency after termination to any of the services provided by the Library.

12.5 This Agreement may be terminated and unilaterally dissolved only by express written agreement of all of the Member Agencies which are participating in this Agreement and which have maintained in a current status their financial obligation hereunder. Upon such dissolution, the assets used by the Library shall be divided among the Member Agencies, then participating in accordance with the ratio of expense sharing in existence in the year of termination. In the event of a dispute with respect to such distribution, all assets shall be sold with proceeds thereof distributed on the same basis.

12.6 All notices of withdrawal issued prior to the effective date of the 2022-2023 Agreement are rendered null and void upon the full execution of the 2022-2023 Agreement.

13. WARRANTIES AND DAMAGES Member Agencies agree that there are no warranties, express or implied, by this Agreement or otherwise, as to the service and as to any parts of any systems design, program, implementation, modification or other service provided by the Library. There is no implied warranty of merchantability or fitness for a particular purpose. There is no warranty of any other kind. Nothing herein is intended to limit or preclude any claims Member Agencies may have against any third parties, including manufacturers, sellers, dealers, repairers, service providers, installers or others, nor shall this provision be construed as relating to, or defining in any way, liability as to third parties.

14. THIRD PARTY LIABILITY It is expressly understood by and between the parties that each party shall be responsible, in the event of a claim, or judgment by a court of competent jurisdiction, for liability to a third party, to the extent liability of the party shall be found. Nothing in this Agreement shall be construed to limit the right of contribution of any party against the other. In the event of liability to a third party. This Agreement is intended to be solely between the parties hereto and its terms shall not be construed to add, supplement, or grant any rights, benefits or privileges of any kind whatsoever to any third party or parties.

15. DISPUTE RESOLUTION The parties agree that in the event of any dispute over the terms, performance, or administration of this Agreement they will submit first to mediation through the Wisconsin Policy Forum, or a mediator mutually agreed upon by all parties. In any litigation thereafter, the substantially prevailing party shall be entitled to its attorneys' fees and costs.

16. AMENDMENTS Any amendments to this Agreement or any exhibit hereto shall be approved by the governing bodies of all Member Agencies.

17. HOLD HARMLESS Any uninsured liability, costs of damages for personal injury, property damage, or any other loss of whatever nature incurred by the Library shall be the liability of the Library, subject to the contributions of the Member Agencies herein described. Any such uninsured liability, costs, or damage shall be paid proportionately by each of the Member Agencies in accordance with the Member Agency Cost Allocation.

18. ASSIGNMENT This Agreement may not be assigned.

19. SEVERABILITY If any provision of this Agreement shall be held or declared invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof.

20. WISCONSIN LAW This Agreement is to be interpreted in accordance with the laws of the State of Wisconsin.

21. NO WAIVER OF IMMUNITIES Nothing in this Agreement shall constitute a waiver in whole or in part, of any immunities of the Member Agencies under § 893.80 Wis. Stats. or any other statutory or common law.

22. ACKNOWLEDGMENT Member Agencies acknowledge by the signature of its duly authorized representative below that Member Agency or its authorized agent has read and understands all the terms and conditions of this Agreement as set forth herein, and Member Agency fully understands that the Library is a provider of equipment and service and not an insurer, and Member Agency agrees to be bound by such terms and conditions.

23. ENTIRE AGREEMENT This document, including any and all attachments, unless specified as illustrative, constitutes the entire agreement between Member Agencies on this subject matter and is intended as a final expression of the agreement of the parties and the complete and exclusive statement of the terms of the agreement. This 2023 Agreement is intended to amend and restate the 1985 and the 2022 agreement Agreement except for the current lease described in Section 9.2 of the 1985 Agreement (and documents that show, evidence, or discuss the current lease) and the 2015 Amendment to the 1985 Agreement described in Section ~~11-10~~ of the 2022-2023 Agreement. The items excepted shall continue in force undisturbed. No provision of this Agreement shall be deemed waived, amended or modified by any party unless such waiver, amendment or modification is in writing signed by the party sought to be bound by the waiver, amendment or modification. ~~This Agreement is not binding unless approved in writing by an authorized representative of each Member Agency.~~

24. PRESUMPTIONS This Agreement is the result of negotiations between the parties, each of whom was represented by counsel. No party may claim or enjoy any presumption with regard to the interpretation of this Agreement based on its draftsmanship.

25. AUTHORITY The undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective parties.

In witness whereof, this Agreement has been executed to take effect as of the day and year set forth above by the respective officers of the respective Member Agencies, being duly authorized by their respective governing bodies so to do.

SIGNATURE PAGE FOLLOWS ON THE NEXT PAGE

Village of Bayside

Village President

Village Clerk

Village of Fox Point

Village President

Village Clerk

Village of River Hills

Village President

Village Clerk

City of Glendale

Mayor

City Clerk

BAYSIDE POLICE DEPARTMENT

GENERAL ORDER

SECTION: 3200

ORDER: 3205

ISSUE DATE:

REVIEW DATE: August 01, 2026

LAST REVIEW: August 01, 2023

SUBJECT: TRAINING

PAGE 1 OF 6

I PURPOSE AND SCOPE

It is the policy of the Bayside Police Department to provide training to all employees in order to promote departmental efficiency and effectiveness, to establish and maintain standards of excellence in performance and service, and to achieve the maximum development of each employee's potential.

II TRAINING CONTINUUM

- A. All officers will complete a recognized recruit training program prior to assignment in any capacity in which the officer can carry a weapon or is in a position to make an arrest.
- B. Prior to being issued a departmental duty weapon, new officers will complete a familiarization course with a department firearms instructor who is State of Wisconsin Law Enforcement Standards Board (LESB) certified.
- C. Prior to being authorized to carry and use a Electronic Control Device (ECD), new officers will complete training on the ECD with the department's ECD certified instructor.
- D. Upon assignment to patrol duty, officers will complete the department's Field Training program satisfactorily.
- E. All officers will attend annual training, to include a minimum of 24 hours recertification training.
 - 1. As part of the 24 hours of recertification training, all officers shall be required to annually complete the handgun qualification approved by the LESB and receive at least 4 hours of LESB approved vehicle pursuit training biennially.
 - 2. Any in-house training provided on LESB Unified Tactics topics shall have an LESB certified instructor in that topic monitor or conduct the training.

III FIELD TRAINING

- A. The nationally recognized Field Training Officers Program will be used as one model to train new officers. This model is consistent with the Community Oriented Problem Solving philosophy of the department. The FTO program is a problem-based

learning, training and evaluating program for evaluating police trainees. The main objectives of the FTO program are as follows:

1. To formulate learning opportunities for the new officers that meet or exceed the training needs of the policing agency and the expectations of the community;
2. To have trainees apply their academy learning to the community environment by giving them real-life problem-solving activities;
3. To foster the trainee's growing independence from the Field Training Officer over the course of the program;
4. To produce graduates of the training program who are capable of providing responsible, community focused police services;
5. To prepare trainees to use a problem-solving approach throughout their careers by employing problem-based learning methods;
6. To design fair and consistent evaluations that address a trainee's skills, knowledge and ability to problem solve effectively.

B. Assignment of Probationary Officers to Field Training

1. All probationary officers shall be placed in the Field Training Program upon successful completion of Basic Recruit Training. If the probationary officer is already certified or certifiable by the Wisconsin Training and Standards Bureau, he/she shall be placed directly into the Field Training Program. The Field Training program will last a minimum of 4 weeks.
2. The probationary officer shall be assigned to a specific FTO and shall be assigned the same work schedule as that FTO.
3. When possible, the officer will be assigned alternate FTO's and rotate to other shifts for training for exposure to other shifts and activities. These assignments will be made by the FTO Program Coordinator.
4. The FTO training and evaluation period for the probationary officer may be extended at the discretion of the Chief of Police.

5. FTO trained officers may be utilized as a training/retraining resource for an officer who has been absent for extended periods. This use shall be determined by the Chief of Police or their designee.
 6. FTO's are responsible for completing evaluations and reporting on recruit's performance with the FTO Program Coordinator. At the end of the FTO program, the FTO Program Coordinator will make a recommendation to the Chief of Police as to the officer's successful completion of the program.
- C. When there is a vacancy for Field Training Officers, an announcement will be made requesting candidates to submit his/her request in writing. Selection will be based on the officer's experience, performance, and ability to perform functions of a FTO. The Chief of Police, or their designee, will make the final selection.
 - D. Field Training Officers will complete a recognized FTO training course prior to field training new officers.
 - E. Daily and immediate supervision of the FTO will be by his or her respective shift supervisor. The Training Coordinator will be the Field Training Officer Program Coordinator and will supervise the FTO on matters relating to the FTO program.
 - F. Upon direction of the Chief of Police, sworn personnel returning to patrol from extended absences or assignments may be assigned a FTO so that the officer can be refamiliarized with policies, procedures, forms and other changes necessary to aid in a smooth transition.

IV REMEDIAL TRAINING

- A. Remedial training is defined as personalized training used to correct a specific deficiency which may have been identified through:
 1. Performance evaluations;
 2. Evaluations during field training;
 3. Observations by a supervisor during routine duties;
 4. Following a sustained complaint by a citizen or other source
- B. Upon recommendation of an employee's supervisor, remedial training shall be scheduled for employees who;
 1. Consistently demonstrate a lack of skill, knowledge, or ability in the performance of job-related skills;

2. Have been disciplined for conduct which can be corrected through remedial training.
 3. When a supervisor determines that an employee needs remedial training, they shall forward a memo to the Chief of Police stating the deficiency, The Chief of Police shall make a determination of the stated need and recommend a course of action to correct any deficiency found.
- C. Personnel in need of remedial training shall be notified in writing and informed of the reason for the need, as well as the date, time and location of the remedial training.
- D. Upon completion of remedial training, all test scores, certifications, or other pertinent documents shall be forwarded to the Chief of Police for evaluation and inclusion in the employee's personal file.
- E. Failure to participate or respond to remedial training may result in a recommendation for disciplinary action.

V TRAINING RECORDS

- A. The Administrative Lieutenant shall maintain a "master" training record for each department employee which permanently documents attendance of department personnel at training sessions. The records shall include but are not limited to the following, which will be provided by the departments Training Officer or the Chief's designee:
1. Training registration application/confirmation
 2. Type of training
 3. Title of training
 4. Date and number of hours of training and
 5. Location of training
 6. Lodging and travel arrangements as required, including expense receipts
 7. Course curriculum
 8. Completion certificate, training diploma certificate, etc.
- B. Upon successful completion of a training course, the employee shall provide if available, a copy of the certificate of completion if applicable, to the Administrative Lieutenant for filing into the master training record.

VI CAREER DEVELOPMENT

- A. Career development is a process that is utilized to provide opportunities for individual growth and development at all levels. It is designed to promote productive, efficient,

and effective job performance and to improve the overall level of individual job satisfaction. It is through career development that upward mobility of personnel, professional growth, and improved job performance may be enhanced.

- B. Career development shall include career counseling by administrative staff, training seminars, programs and schools, as well as collateral assignments.
- C. Employees may submit training requests to their shift supervisor (Lieutenant or above), consistent with Order 3202 regarding requests for training.
- D. Following promotion to a higher rank, the promoted officer will, as soon as practical, be provided the necessary additional training to provide him/her with the skills and knowledge to perform the duties of the job description for the new rank.
- E. Although the majority of department personnel are generalists, the department will identify and provide appropriate training opportunities for all positions that require specialized training.
- F. Specialized training consists of instruction for personnel assigned to new or specialized positions within the department. Specialized training shall commence as soon as practical after assignment or appointment.

VII ANNUAL TRAINING

- A. The intent of annual recertification training is to meet state-mandated 24-hour training requirements, as well as augment previous training and skills with current information regarding changes in legislation, advances in technology, revisions in policy, and areas of special interest and skill.
- B. Pursuant to ss.165.85 (4)(bn)(1) all sworn officers shall complete at least 24 hours of annual recertification training as referred in section II(E) above. Officers who do not complete 24 hours of recertification training will be subject to decertification. Officers decertified by the Wisconsin Training and Standards Bureau may be terminated from their employment at the Bayside Police Department.
 - 1. The State mandated training referred in section II(E) above is met when an officer completes in any combination at least 24 hours of:
 - a. State approved in-service training provided by their employer; and/or
 - b. Instruction from schools that offer state approved recertification training.
- C. Civilian employees shall also meet any training mandates consistent with maintaining certifications, advances in technology, or areas of special interest and skill.
- D. Roll Call training shall be provided and utilized to provide information on items such as new laws, directives/policies, amended policies, new equipment, etc. Roll Call training shall also be used to update officers on officer safety issues and other tactical concerns.
- E. Any in-house training provided on LESB Unified Tactics topics shall have an LESB certified instructor in that topic monitor or conduct the training

VIII CIVILIAN EMPLOYEE ORIENTATION

- A. All new employees shall receive a new employee orientation.
 - 1. To include information regarding salary, benefits, policies and general work rules.
 - 2. The Chief of Police shall provide information regarding the police department's role, purpose, goals, policies, procedures, general orders, contract and working conditions, rules and regulations, as well as the responsibilities and rights of employees.
- B. Employees assigned to civilian positions shall receive training in addition to orientation to ensure a complete understanding of job responsibilities.
- C. Supervisors in charge of civilian personnel shall be responsible for annual re-training as may be deemed necessary or appropriate. Training needs may be determined through observation, evaluation, job analysis, or work performance. Annual re-training should be designed to update skills to increase knowledge of job responsibilities.

By Order Of:

Thomas Liebenthal
Chief of Police

BAYSIDE POLICE DEPARTMENT

GENERAL ORDER

SECTION: 4200

ORDER: 4205

ISSUE DATE:

REVIEW DATE: August 7, 2026

LAST REVIEW: August 7, 2023

SUBJECT: PERSONNEL LOCKERS / FILE CABINETS

PAGE 1 OF 3

I. POLICY

It is the policy of the Bayside Police Department to provide storage space for employees to maintain their equipment and work related papers. An employee locker room is provided for the storage of uniforms and other work related equipment. In addition, file cabinets are provided for the storage of work related papers. It is the intent of this agency to enhance the overall performance of the organization by providing space to their employees that can make them more efficient and productive.

II. PURPOSE

This policy outlines the types of materials that can and cannot be stored in lockers and file cabinets. In addition, it clearly defines the parameters of use and the fact that these items, while assigned to employees, remain the property of the department and that there is no expectation of privacy associated with their use.

2007 Wisconsin Act 118 created WI Statute 175.22 which requires a written policy on privacy in locker rooms. "Recording device" is defined as a camera, a video recorder, or any other device that may be used to record or transfer images.

III. PROCEDURES

A. PERSONNEL LOCKERS

1. LOCKERS GENERAL

Even though personnel lockers are assigned to individuals, they remain the property of the Village of Bayside and, as such, they are subject to ownership of, and control by, the Village of Bayside.

2. PROHIBITIONS

Personnel of the department are not permitted, unless directed by the Chief of Police, to:

- a. Use any lock except that issued by the department.
- b. Switch lockers without approval.

- c. Affix cartoons, pictures, photographs, graphics, notes, or printed articles without direct relationship to the actual performance of law enforcement duties, to the interior surface areas of the locker. The exterior surface area of the locker shall be free of any items. Family photos of good taste are exempt from this section.
- d. Store gaseous, explosive, corrosive or biohazard materials in any locker except for a reasonable amount of duty-related ammunition not to exceed 150 rounds total.
- e. Keep and store evidence.
- f. Leave an assigned locker unlocked except when tended.
- g. Locker combinations are confidential and are not to be shared among personnel.

3. **INSPECTIONS**

All personnel lockers, and items and/or containers therein, are subject to Inspection:

- a. On an annual basis as a matter of routine.
- b. On a random basis periodically or daily.
- c. At the discretion of a command officer.

Personnel lockers are not private property and there is to be no expectation of privacy with regard to their contents. Lockers and contents are to be kept neat, clean and orderly by the individual assigned the locker. Generally, lockers will be inspected in the presence of the employee assigned the locker. The Village of Bayside does not and will not assume responsibility for personal items placed in any locker.

B. **FILE CABINETS**

1. **FILE CABINETS GENERAL**

Each officer will be assigned a cabinet drawer, similar to the way our lockers are assigned. These file cabinets will be kept in the muster room. Each drawer will have an officer's name on it and will be for that officers use. Even though file cabinets are assigned to individuals; they remain the property of the Village of Bayside and, as such, they are subject to the ownership of the control by, the Village of Bayside.

2. **MATERIALS TO BE FILED**

These drawers are provided for officers to maintain an organized filing system. In addition, officers may keep:

- a. Copies of reports that are needed for court cases (NO ORIGINAL REPORTS SHALL BE FILED IN THESE CABINETS).
- b. Notes and other papers that are being used for ongoing investigations when a police report has yet to be created.

- c. Copies of records that officers wish to retain, such as time sheets or authorized absence requests.
- d. Duty related books, records and information.

3. **RESTRICTIONS**

- a. These file drawers are to be used for files only. No other items are authorized. Other property that officers wish to keep available should be stored in their locker or at home.
- b. The file drawer must be kept neat and in an orderly fashion that meets the standards set forth by the shift commander.

4. **INSPECTIONS**

All personal file cabinets, and items and/or containers therein, are subject to inspection:

- a. On an annual basis as a matter of routine.
- b. On a random basis periodically or daily.
- c. At the discretion of a command officer.

Personnel file drawers are not private property and there is to be no expectation of privacy with regard to their contents. Files and contents are to be kept neat, clean and orderly by the individual assigned the file drawer

5. **LOCKER ROOM PRIVACY**

2007 Wisconsin Act 118 created WI Statute 175.22 which requires a written policy on privacy in locker rooms. "Recording Device" is defined as a camera, a video recorder, or any other device that may be used to record or transfer images.

- a. All persons using or entering the locker rooms shall conduct themselves in such a manner as to protect the privacy of other users.
- b. No person may use a cell phone or other recording device to capture, record, or transfer a representation of a nude or partially nude person in the locker room.
- c. To protect the privacy of users there will be no interviews of persons in the locker room by news media or other persons not associated with the Department.

By Order Of:

Thomas Liebenthal
Chief of Police

BAYSIDE POLICE DEPARTMENT

GENERAL ORDER

SECTION: 5100

ORDER: 5103.3

ISSUE DATE:

REVIEW DATE: August 7, 2026

LAST REVIEW: August 7, 2023

SUBJECT: VEHICLE PURSUITS

PAGE 1 OF 20

I. PURPOSE AND SCOPE

Vehicle pursuits expose innocent citizens, law enforcement, and fleeing violators to the risk of serious injury or death. It is the policy of the department that officers engaging in pursuits will do so with due regard for the safety of themselves, the public, and the law violator. The primary purpose of this policy is to provide officers with guidance in balancing the safety of the public and themselves against law enforcement's duty to apprehend violators of the law (Wis. Stat. §346.03(6)).

Another purpose of this policy is to minimize the potential for pursuit-related crashes. Vehicle pursuits require officers to exhibit a high degree of common sense and sound judgement. Officers must not forget that the immediate apprehension of a suspect is generally not more important than the safety of the public and pursuing officers.

II. GENERAL POLICY STATEMENT

Deciding whether to pursue a motor vehicle is a critical decision that must be made quickly and under difficult and unpredictable circumstances. In recognizing the risk to public safety created by vehicle pursuits, no officer or supervisor shall be criticized or disciplined for deciding not to engage in or terminate a vehicle pursuit due to the risk involved. It is recognized that vehicle pursuits are not always predictable, and decisions made pursuant to this policy will be evaluated according to the totality of the circumstances reasonably available at the time of the pursuit.

Officers must remember that the most important factors to the successful conclusion of a pursuit are proper self-discipline and sound professional judgement. An officer's conduct during the pursuit must be objectively reasonable; that is, what a reasonable officer would do under similar circumstances. An individual's unreasonable desire to apprehend a fleeing suspect at all costs has no place in professional law enforcement.

III. DEFINITIONS

Vehicle pursuit – An event involving one or more peace officers attempting to apprehend a suspect who is attempting to avoid arrest while operating a motor vehicle by using high speed or other evasive tactics, such as increasing the speed of the vehicle, extinguishing the lights of the vehicle, disregarding traffic warning signs, stop signs, red lights, driving off the roadway, turning suddenly or driving in a legal manner but willfully failing to yield to an officer's signal to stop. (Wis. Stat §85.07(8)(a)).

Non-Pursuit - Instances in which a Police Officer turns on their squad emergency lights and/or siren while ordering a vehicle to pull over, the vehicle does not comply with this order, and the Police Officer does not pursue the fleeing vehicle.

Due regard - The degree of care a reasonably careful person, performing similar duties, and acting under similar circumstances, would show.

Blocking or vehicle intercept - A slow-speed coordinated maneuver where two or more law enforcement vehicles simultaneously intercept and block the movement of a suspect vehicle, the driver of which may be unaware of the impending enforcement stop. The goal is containment and preventing a pursuit. Blocking is not a moving or stationary roadblock.

Boxing-in - A tactic designed to stop a violator's vehicle by surrounding it with law enforcement vehicles and then slowing all vehicles to a stop.

Pursuit Intervention Technique (PIT) – A trained maneuver intended to terminate the pursuit by causing the violator's vehicle to spin out and come to a stop.

Tire deflation device (e.g., Stop Sticks) – A device that extends across the roadway and is designed to puncture the tires of the pursued vehicle.

Ramming – The deliberate act of impacting a violator's vehicle with another to functionally damage or otherwise force the violator's vehicle to stop. Ramming is not a trained maneuver and may only be used when deadly force is justified.

Roadblocks - A tactic designed to stop a violator's vehicle by intentionally placing a vehicle or other immovable object in the path of the violator's vehicle.

Primary unit or squad - The police squad that initiates a pursuit or any squad that assumes control of the pursuit.

Secondary unit or squad – The second police car in a pursuit whose focus is radio communications and backup to the primary unit or squad.

Terminate - In the context of this policy, the term “terminate” shall be construed to mean to discontinue or to stop pursuing the fleeing vehicle.

IV. OFFICER RESPONSIBILITIES

It is the policy of this department that a vehicle pursuit shall be conducted with the visible signal of flashing, oscillating, or rotating red and blue lights and also an audible signal by means of a siren activated on an authorized emergency vehicle to comply with Wis. Stat. §346.03(3).

The following policy is established to provide officers with guidance for driving with due regard and caution for the safety of all persons using the highway (Wis. Stat. §346.03(5)). Officers have a duty to pursue and apprehend offenders who attempt to flee in a motor vehicle, however, officers must continually consider the risks created by the pursuit. If the level of danger created by the pursuit outweighs the necessity for immediate apprehension, then the pursuit should be terminated.

Any officer, regardless of rank or years of service, has the authority to order the termination of any pursuit, when in his/her professional judgement, the existing dangers to the officer(s) and/or public outweigh the need to apprehend the suspect(s).

V. WHEN TO INITIATE A PURSUIT

Officers are authorized to initiate a pursuit when it is reasonable to believe that a suspect is attempting to evade arrest or detention by fleeing in a vehicle that has been given a signal to stop by a peace officer (Wis. Stat. §346.03).

A. Pursuits of violators extending outside of the Village of Bayside are strongly discouraged for all of the following:

- 1 All traffic related violations
- 2 All municipal ordinance violations
- 3 Misdemeanor offenses that do not meet the criteria for Domestic Abuse under Wis. Stat. § 968.075
- 4 Felony offenses that do not involve the threat or use of force.

5. Wanted subjects except those wanted for misdemeanor offenses that meet the criteria for Domestic Abuse under Wis. Stat. § 968.075, and/or felony offenses that involve the threat or use of force.
 - a. It should be noted that subjects wanted for Violation of Probation or Violation of Parole are wanted for violating the conditions of probation or parole that are imposed upon them by the Court. As such the underlying offense for which the subject is on probation or parole shall not be considered when determining whether to initiate a pursuit.
- B. Pursuits should not be undertaken by police units carrying passengers other than on-duty police officers.
- C. For the purposes of this policy, pursuits extending onto or entering the Village limits of Bayside on I-43 shall be considered to be outside of the Village of Bayside. For incidents taking place on I-43 the Milwaukee County Sheriff's Office shall be the primary law enforcement agency. All requests for assistance pertaining to pursuits on I-43 will be referred to the Milwaukee County Sheriff's Office.

The following factors individually and collectively shall be considered in deciding whether to initiate or continue a pursuit. (Wis. Stat. §346.03(6)):

- A. The seriousness of the known or reasonably suspected crime and its relationship to community safety. Pursuits for persons suspected of violent or serious crimes are more justifiable than those for persons suspected of less serious offenses.
- B. The importance of protecting the public and balancing the known or reasonably suspected offense and the apparent need for immediate capture against the risks to officers, innocent motorists, and others.
- C. Necessity of pursuit if the identity of the suspect is known or can be determined.
- D. The apparent nature of the suspect (e.g., whether the suspect represents a serious threat to public safety)
- E. The safety of the public in the area of the pursuit, including the type of area, time of day, the amount of vehicular and pedestrian traffic (e.g., school zones), physical design of roadway (e.g., narrow roads, blind curves, frequent intersections, numerous roadway access points/driveways, hazardous vehicle maneuvers), and the speed of the pursuit relative to these factors.
- F. The pursuing officer's familiarity with the area of the pursuit, the quality of the communication between pursuing units and the dispatcher/supervisor, and the driving capabilities of the pursuing officers under the circumstances of the pursuit.
- G. The weather and road conditions that unreasonably increase the danger of the pursuit when weighed against the risks resulting from the suspect's escape.
- H. Weather conditions that may restrict visibility and vehicle stability and performance.

- I. The performance capabilities of the vehicles used in the pursuit in relation to the speed and other conditions of the pursuit.
- J. The officer's training and experience.
- K. The officer's ability to control his/her emotions and prevent them from affecting his/her decisions.
- L. Apparent age of the driver. Officers should use caution in pursuing offenders who do not appear to have very much driving experience, such as youthful offenders.
- M. The number of police vehicles involved.
- N. Lack of/limited supervisory involvement during the pursuit.
- O. Other persons in or on the pursued vehicle (e.g., passengers, co-offenders and hostages).

VI. SPEED LIMITS

The speed of a pursuit is a factor that should be evaluated on a continuing basis by the officer and supervisor. Vehicle speeds shall be taken into consideration to prevent endangering public safety, officer safety and the safety of the occupants of the fleeing vehicle. (WI Stat. §346.03(6)).

Officers and supervisors shall also consider these factors when determining the reasonableness of the speed of the pursuit:

- A. Pursuit speeds have become unreasonably unsafe for the surrounding conditions (traffic and road conditions).
- B. Pursuit speeds have exceeded the driving ability of the officer.
- C. Pursuit speeds are beyond the capabilities of the pursuit vehicle, therefore making its operation unsafe.

VII. SPECIAL CIRCUMSTANCES

- A. If an officer in the unmarked patrol vehicle becomes involved in a pursuit, an officer in a marked patrol vehicle shall, as soon as possible, become the primary pursuit vehicle, that is, occupy a position on the roadway nearest the pursued vehicle, while the unmarked vehicle takes a secondary position in the pursuit. If a second officer in a marked patrol vehicle is available to be involved in the pursuit, the unmarked patrol vehicle shall, as soon as possible, relinquish the secondary position in the pursuit to the officer in the second marked patrol vehicle. The officer in the second marked patrol vehicle shall then assume the secondary unit responsibilities listed below. The unmarked patrol unit may then assume a trailing position in the pursuit with permission of a supervisor/shift commander.

- B. There will be no caravans. Only the primary and one backup squad from the Department should participate in the active pursuit. Additional squads from the Department can be assigned to monitor the pursuit and respond to the termination site if possible.
- C. No more than two Village of Bayside squads will continue in any pursuit into another jurisdiction unless there is a reasonable officer safety concern that would require additional manpower to safely effect the arrest (i.e., armed subjects or number of occupants).
- D. Officers should not attempt to pass other units involved in the pursuit unless the passing officer received specific permission from the primary unit or Commanding Officer.
- E. The pursuing officer may encounter unfamiliar environmental conditions outside of the jurisdiction, and if the individual officer is not familiar with the pursuit environment once outside the Village of Bayside, that negative factor must be considered in continuing the pursuit.
- F. When outside of the Village of Bayside, pursuing officers can yield the primary pursuit car position to the police agency with jurisdiction where the pursuit is located as soon as a squad from that agency can assume that position.
- G. Within other jurisdictions, the supervisors of assisting agencies retain the option of declining to assist in the actual pursuit. This decision is based on the elements within their department's policy and their evaluation of all known facts and the determination that it is a detriment to public safety. If this decision is made, the agency called upon to assist may request the originating agency to immediately discontinue the pursuit. The pursuit will be terminated if advised to do so by another agency in their jurisdiction.

VIII. NON-AUTHORIZED PURSUITS

A pursuit is not authorized when the identity of the driver is known and the risk of engaging in a pursuit outweighs the need for immediate capture of the driver/suspect.

IX. PRIMARY UNIT RESPONSIBILITIES

The initial pursuing unit shall notify dispatch that they are engaged in a pursuit and provide information including, but not limited to:

- A. Police unit identification
- B. The reason for the pursuit
- C. The location and direction of travel
- D. The speed of the fleeing vehicle
- E. The description of the fleeing vehicle and license plate number, if known
- F. The number of occupants

- G. The description of the occupants
- H. The weather, road, and traffic conditions
- I. The identity of other agencies involved in the pursuit.
- J. Information concerning the use of firearms, threat of force, injuries, hostages or other unusual hazards or observations.
- K. Actions of the fleeing vehicle such as, traveling the wrong way on a divided highway, driving in the wrong lane of traffic, disregarding traffic signs or signals and other behaviors forcing other vehicles to take evasive actions.

Unless relieved by a supervisor or secondary unit, the officer in the primary unit shall be responsible for broadcasting the progress of the pursuit. Unless circumstances reasonably indicate otherwise, the primary unit should relinquish the responsibility of broadcasting the progress of the pursuit to a secondary unit or aircraft joining the pursuit to minimize distractions and allow the primary unit to concentrate foremost on safe pursuit tactics. Radio communication should be maintained on the proper radio channel and if the pursuit leaves or is likely to leave our jurisdiction, the secondary unit or the shift commander/supervisor should inform dispatch to patch the pursuit into the Milwaukee County Sheriff's countywide pursuit channel.

X. SECONDARY UNIT RESPONSIBILITIES

The second officer involved in the pursuit is responsible for:

- A. Immediately notifying the dispatcher of his/her entry into the pursuit.
- B. Remaining at a safe distance behind the primary unit unless directed to assume the role of primary officer, or if the primary unit is unable to continue the pursuit.
- C. Relieving the primary unit of the responsibility of broadcasting the pursuit once as soon as feasibly possible.
- D. Broadcasting the progress of the pursuit unless the situation indicates otherwise.
- E. Serving as backup to the primary unit once the subject has been stopped.

XI. PURSUIT DRIVING TACTICS

The decision to use specific driving tactics requires the same assessment of considerations outlined in the factors to be considered concerning pursuit initiation and termination. The following are tactics for units involved in the pursuit:

- A. Officers, considering their driving skills and vehicle performance capabilities, will space themselves from other involved vehicles such that they are able to see and avoid hazards or react safely to maneuvers by the fleeing vehicle.

- B. Because intersections can present increased risks, pursuing units shall exercise due caution and slow down as may be necessary for safe operation when proceeding through controlled intersections.
- C. Officers may proceed past a red or stop signal or stop sign but only after slowing down as may be necessary for safe operation (Wis. Stat § 346.03(2)(a)).
- D. As a general rule, officers should not pursue a vehicle driving the wrong way on a roadway, highway or freeway.
- E. Notifying the appropriate law enforcement agency if it appears the pursuit may enter their jurisdiction.
- F. Officers involved in a pursuit should not attempt to pass other units unless the situation indicates otherwise or they are requested to do so by the primary unit and a clear understanding of the maneuver process exists between the involved officers.

XII. PURSUIT TRAILING

In the event that the initiating unit from this agency relinquishes control of the pursuit to another unit or jurisdiction, that initiating unit may, with permission of a supervisor/shift commander, trail the pursuit to the termination point in order to provide information and assistance for the arrest of the suspect.

The term "trail" means to follow the path of the pursuit at the posted speed limit, while obeying all traffic laws and without activating emergency equipment. If the pursuit is at a slow rate of speed, the trailing unit will maintain sufficient distance from the pursuit units to clearly indicate an absence of participation in the pursuit.

XIII. SUPERVISOR/SHIFT COMMANDER RESPONSIBILITY

- A. The Shift Commander should monitor the pursuit and give appropriate direction.
- B. Upon becoming aware of a pursuit, immediately notifying involved officers and Bayside Communications Center of supervisory/shift command presence and ascertaining all reasonably available information to continuously assess the situation and risk factors associated with the pursuit in order to ensure that the pursuit is conducted within established department guidelines.

- C. Exercising management and control of the pursuit even if not engaged in it.
- D. Ensuring that no more than the number of required law enforcement units needed are involved in the pursuit under the guidelines set forth in this policy.
- E. Ensuring the notification and/or coordination of outside agencies if the pursuit either leaves or is likely to leave the jurisdiction of this agency.
- F. Control and manage Bayside PD units when a pursuit enters another jurisdiction.
- G. The Shift Commander should respond immediately to the scene where Bayside Police Officers were the Primary or Secondary unit pursuing a vehicle and the pursuit resulted in a crash or serious injury. If there are no other officers in the Village for coverage and there is not an active search for suspects or active threats to officer safety, the Shift Commander will designate a Bayside Police Officer to cover the Village. Additional officers may be called in if needed at the Shift Commander's discretion. Notification of appropriate Command Staff is also required.
- H. Assistance to other jurisdictions that pursue a vehicle into the Village of Bayside should be provided in a manner consistent with this policy. If the pursuit leaves the Village of Bayside, the assistance is terminated unless specifically requested by the pursuing agency.
- I. Assistance outside of the Village of Bayside should be provided by this Department only when specifically requested and authorized by the Shift Commander or Command Officer.

XV. WHEN TO TERMINATE A PURSUIT

Pursuits should be discontinued whenever the totality of objective circumstances is known, or which reasonably ought to be known, to the officer or supervisor and those circumstances indicate that the present risk of continuing the pursuit reasonably appears to outweigh the seriousness of the alleged crime or risk resulting from the suspect's escape. (WIS Admin Code LES 3.07(1)(c))

Operating an emergency vehicle in a pursuit with emergency lights and siren does not relieve the operator of an authorized emergency vehicle of the duty to drive with due regard for the safety of all persons and does not protect the driver from the consequences of reckless disregard for the safety of others. (Wis. Stat. §346.03(5)).

The above factors on when to initiate a pursuit are expressly included herein and will apply equally to the decision to discontinue as well as the decision to initiate a pursuit.

Officers and supervisors must objectively and continuously weigh the seriousness of the offense against the potential danger to innocent motorists, themselves, and the public when electing to continue a pursuit.

In addition to the factors listed above, the following must be considered when deciding to terminate a pursuit:

- A. Pursuits of violators that involve suspect vehicle factors that pose a great danger to the public, (i.e., driving the wrong way on a divided highway, driving into oncoming traffic or on the wrong side of the roadway, driving the wrong way on a one-way street, etc.) are strongly discouraged.
- B. As an officer safety issue, as a pursuit continues or leaves our jurisdiction the ability of backup officers to respond, or assist is an important risk factor to consider when determining whether to continue the pursuit.
- C. The distance between the pursuing officers and the fleeing vehicle is so great that further pursuit would be futile or require the pursuit to continue for an unreasonable time and distance.
- D. The pursued vehicle's location is no longer known.
- E. The hazards to uninvolved motorists outweigh the capture of the offender for the alleged or suspected offense.

XIV WHEN AN OFFICER MUST TERMINATE:

- A. Officer Override - When directed to terminate by any officer regardless of rank or years of service, the pursuing officer(s) shall terminate the pursuit.
 - 1. This shall be applied as an officer override where an objective view is being maintained when determining the need for the continuation of a pursuit and the safety of those involved.
 - 2. In the application of this section, the seniority or rank of the overriding officer shall not be grounds for disobeying the termination order.
- B. When the level of danger created by the pursuit outweighs the need for immediate apprehension.
- C. The officer's pursuit vehicle sustains damage or mechanical failure that renders it unsafe to drive.
- D. The pursuit vehicle has an emergency equipment failure that causes the vehicle to no longer qualify for use in emergency operations. (Wis. Stat. §346.03(3)).
- E. When it is necessary to stop to render aid to an injured person and no other officer is available to do so.

- F. An officer's ability to communicate using radio is compromised or is otherwise unable to relay information to other officers or dispatch.

XV. PURSUIT INTERVENTION

- A. Pursuit intervention is an attempt to terminate the ability of a suspect to continue to flee in a motor vehicle through tactical application of technology, tire deflation devices, blocking, boxing-in, PIT, ramming or roadblock procedures.
- B. Use of pursuit intervention tactics should be employed only after approval of a supervisor or shift commander. In deciding whether to use intervention tactics, officers and/or supervisors/shift commanders should balance the risk of allowing the pursuit to continue with the potential hazards arising from the use of each tactic to the public, the officers, and persons in or on the pursued vehicle. With this in mind, the decision to use any intervention tactic should be reasonable in light of the circumstances apparent to the officer at the time of the decision.
- C. The use of firearms to disable a pursued vehicle is not generally an effective tactic and involves all the dangers associated with discharging firearms. Officers should not utilize firearms during an ongoing pursuit unless the conditions and circumstances meet the requirements authorizing the use of deadly force.
- D. Any pursuit intervention tactic, depending upon the conditions and circumstances under which it is used, may present dangers to the officers, the public or anyone in or on the vehicle being pursued. Certain applications of intervention tactics may be construed to be a use of deadly force and are subject to the requirements for such use. Officers shall consider these facts and requirements prior to deciding how, when, where and if an intervention tactic should be employed.
 - 1. Blocking or vehicle intercept should only be considered in cases involving felony suspects who pose a threat to public safety, and when officers reasonably believe that attempting a conventional enforcement stop will likely result in the driver attempting to flee in the vehicle. Because of the potential risk involved, this technique should only be employed by officers who have received training in such tactics and after giving consideration to the following:
 - a. The need to immediately stop the suspect vehicle or prevent it from leaving substantially outweighs the risk of injury or death to occupants of the suspect vehicle, officers or other members of the public.
 - b. All other reasonable intervention techniques have failed or reasonably appear ineffective.
 - c. Employing the blocking maneuver does not unreasonably increase the risk to officer safety.

- d. The target vehicle is stopped or traveling at a low speed.
 - e. At no time should civilian vehicles be used to deploy this technique.
2. Officers employed by the Bayside Police Department are not trained in the Pursuit Intervention Technique (PIT) and are not authorized to use the PIT as a pursuit intervention tactic.
3. Ramming a fleeing vehicle should be done only after other reasonable tactical means at the officer's disposal have been exhausted. This tactic should be reserved for situations where there does not appear to be another reasonable alternative method. Ramming is not a trained maneuver and may only be used when deadly force is justified.
4. Boxing-in is where the suspect vehicle is surrounded by squad cars. The squad cars gradually slow, bringing the suspect vehicle to a safe, gradual stop. Because of the potential risk involved, this technique should only be employed by officers who have received training in such tactics and after giving consideration to the following:
- a. Because the actions of the suspect cannot be controlled, this is a high-risk maneuver and should only be employed in relatively safe circumstances.
 - b. The use of such a technique must be carefully coordinated with all involved units, taking into consideration the circumstances and conditions apparent at the time, as well as the potential risk of injury to officers, the public and occupants of the pursued vehicle
 - c. Unintentional contact is not considered ramming.
5. Tire deflation devices should be deployed only when it is reasonably apparent that only the pursued vehicle will be affected by their use. Prior to the deployment of tire deflation devices, the officer shall notify pursuing units and the supervisor/shift commander of the intent and location. Officers should carefully consider the limitations of such devices as well as the potential risk to officers, the public and occupants of the pursued vehicle. If the pursued vehicle is a vehicle transporting hazardous materials or a school bus transporting children, officers and supervisors should weigh the potential consequences against the need to immediately stop the vehicle.
- a. Only officers who have received training in the use of controlled deflation devices are authorized to deploy these devices.
 - b. Controlled devices shall not be used to stop fleeing motorcycles unless the use of deadly force is objectively reasonable.

- c. They may be deployed outside of the Village only for pursuits initiated by this agency if circumstances permit and upon approval of the shift commander.
- d. The officer deploying the device should do so from a position of relative safety.
- e. The officer deploying the device should make reasonable efforts to avoid placing the device in the roadway too soon, when it would be foreseeable that vehicles other than the fleeing vehicle would be drive over the device.
- f. The officer should notify other squads whether or not the deployment was successful. The officer should retrieve the device as soon as safely possible after deployment.
- g. If a citizen vehicle is immobilized, the shift commander should coordinate with the owner and a Matter Of should be completed.

6. Roadblocks involve completely blocking the roadway, and no alternate route is provided. The suspect has two options, voluntarily stop or crash. Roadblocks require that other traffic must be diverted or stopped before reaching the roadblock area, that the roadblock be identified with emergency lighting to give warning and positioned where the suspect has adequate sight distance and time to stop. Special care is required when using roadblocks to ensure that uninvolved persons are not placed in a position of danger, and that the fleeing motorist is afforded a reasonable opportunity to stop safely. Whenever possible, an emergency roadblock should be set in a well-lighted area, using all emergency lighting equipment possible.

- a. The use of a roadblock must be approved by the shift commander.
- b. Because of the potential for serious injury or death, roadblocks may only be used as a last resort and when the use of deadly force is justified.
- c. Officers must communicate to ensure that their actions are coordinated, and not put officers or the public at risk.

XVI. POST-PURSUIT – NON-APPREHENSION

- A. When a pursuit is terminated, the pursuing officer(s) shall:
 1. Extinguish all emergency lights and siren.
 2. Notify communications that he/she has terminated the pursuit and his/her location, including last known direction and speed of the fleeing vehicle.
 3. Pull over to the side of the roadway and stop for one (1) minute with their squad camera and/or body camera still activated, if these tools are working properly. For officer safety purposes, the rear-facing emergency lights may be activated to ensure the squad car is not struck from behind by oncoming or passing traffic.

4. After one (1) minute pause has passed, officers may proceed to the area at the posted speed limit they last observed the vehicle to look for a crash that may have occurred stemming from the pursuit.
5. If an apprehension or crash occurs after the termination, the officer shall proceed to the scene in an effort to assist.

XVII. INTERJURISDICTIONAL CONSIDERATIONS

When a pursuit enters another agency's jurisdiction, the primary officer or shift commander, taking into consideration distance traveled, unfamiliarity with the area and other pertinent facts, should determine whether to request the other agency to assume the pursuit. Unless entry into another jurisdiction is expected to be brief, it is generally recommended that the primary officer or supervisor ensure that notification is provided to each outside jurisdiction into which the pursuit is reasonably expected to enter, regardless of whether such jurisdiction is expected to assist.

XVIII. ASSUMPTION OF PURSUIT BY ANOTHER AGENCY

Bayside Police Department officers will discontinue the pursuit when another agency has assumed the pursuit, unless the continued assistance of the Bayside Police Department is requested by the agency assuming the pursuit, and approved by the Bayside Police Department shift commander. Upon discontinuing the pursuit, the primary unit may proceed upon request, with or at the direction of a supervisor/shift commander, to the termination point to assist in the investigation. A supervisor should coordinate with the agency managing the termination point to determine the supervisor's need to respond or otherwise assist in the investigation. The supervisor should obtain any information that is necessary for inclusion in any reports from the agency managing the termination point.

The role and responsibilities of officers at the termination of a pursuit that was initiated by this department shall be coordinated with appropriate consideration of the units from the agency assuming the pursuit.

Notification of a pursuit in progress should not be construed as a request to join the pursuit. Requests to or from another agency to assume a pursuit should be specific. Because of communication limitations between local agencies, a request for another agency's assistance will mean that its personnel will assume responsibility for the pursuit. For the same reasons, when a pursuit leaves another jurisdiction and a request for assistance is made to this department, the other agency should relinquish control.

XIV. PURSUITS EXTENDING INTO THIS JURISDICTION

The agency that initiates a pursuit shall be responsible for conducting the pursuit. Units from this department should not join a pursuit unless specifically requested to do so by the agency whose police officers are in pursuit. The exception to this is when a single unit from the initiating agency is in pursuit. Under this circumstance, a unit from this department may join the pursuit until sufficient units from the initiating agency join the pursuit.

When a request is made for this department to assist or take over a pursuit that has entered this jurisdiction, the supervisor/shift commander should consider these additional factors:

- A. Ability to maintain the pursuit
- B. Circumstances serious enough to continue the pursuit
- C. Adequate staffing to continue the pursuit
- D. The public's safety within this jurisdiction
- E. Safety of the pursuing officers

As soon as practicable, a supervisor or the shift commander should review a request for assistance from another agency. The shift commander or supervisor, after consideration of the above factors, may decline to assist in or assume the other agency's pursuit.

Assistance to a pursuing outside agency by officers of this department will terminate at the Village limits provided that the pursuing peace officers have sufficient assistance from other sources. Ongoing participation from this department may continue only until sufficient assistance is present.

If a pursuit from another agency terminates within this jurisdiction, officers shall notify the initiating agency of the termination of the pursuit, provide appropriate assistance to peace officers from the initiating and other involved agencies including, but not limited to, scene control, coordination and completion of supplemental reports and any other assistance requested or needed.

XX. USE OF FORCE

- A. Officers shall not discharge a firearm from a moving vehicle except as the ultimate measure of self-defense or defense of another when the suspect is using deadly force.
- B. An officer shall not intentionally ram or bump a fleeing vehicle to stop it unless the use of deadly force is authorized.
- C. At the termination of a pursuit, officers must make a cautious, tactical approach of the suspect vehicle. Suspect(s) shall be taken into custody by officers using only the necessary amount of force to effect the arrest.

D. Section A and B above are considered deadly force and are governed by the Department's Use of Force Policy (G.O. 5104).

XXI. COMMUNICATIONS

A. If the pursuit is confined within the Village limits, radio communications will be conducted on the primary channel unless instructed otherwise by a supervisor or communications dispatcher. If the pursuit leaves the jurisdiction of this department or such is imminent, involved units should, whenever available, remain on the primary channel.

B. If the pursuit leaves the jurisdiction of this department, communications and the responsibilities of the Bayside Communications Center will be handled in accordance with the Bayside Communications Center's Radio System Standard Operating Procedure. A copy of that standard operating procedure is attached to this policy.

XXII. NOTIFICATION, REPORTING, AND POST-PURSUIT REVIEW

A. The Chief of Police shall be notified of all pursuits by telephone or in-person as soon as safety permits.

B. The Chief of Police shall notify the Village Manager of all pursuits within 4 hours of the conclusion of the incident.

C. Debriefing and documentation

1. Vehicle Pursuit

a. A written incident report and a TraCS pursuit report will be generated by the primary officer after every pursuit that officers of this Department engage in.

b. The Shift Lieutenant shall review and forward the TraCS pursuit report to the State, as required by Wisconsin Statute 85.07(8)(b).

c. The Shift Lieutenant, as soon as practical, shall arrange for a critique of the pursuit for all officers involved. Officers will discuss tactics used, specific problems and hazards, and policy adherence. The Shift Lieutenant shall prepare a written summary of the pursuit critique to document the information discussed.

d. A copy of every pursuit report and post pursuit critique summary will be forwarded to the Chief of Police for review.

e. If the shift Lieutenant is the initiating officer for the pursuit, these responsibilities shall be handled by the Shift Lieutenant assigned to the proceeding shift chronologically (for example, if the Dayshift Lieutenant initiates a pursuit, the Second Shift Lieutenant handles these responsibilities; etc.).

2. Non-Pursuit

- a. A written incident report and a TraCS pursuit report by the primary officer will be generated after every non-pursuit that involves officers of this Department.
- b. The Shift Lieutenant shall review and forward the TraCS pursuit report to the State, as required by Wisconsin Statute 85.07(8)(b).

D. On a semiannual basis, the Command Staff shall meet to discuss pursuits that have occurred throughout the year.

XXIII. REGULAR AND PERIODIC PURSUIT TRAINING

In addition to initial and supplementary training on pursuits, all certified sworn employees will participate, no less than biennially, in at least four hours of training addressing this policy, pursuit guidelines, driving techniques, new technology and the importance of vehicle safety and protecting the public at all times. Training will include recognition of the need to balance the known offense and the need for immediate capture against the risks to officers and others. At least four hours of the training curriculum will be based on the model standards promulgated by the Law Enforcement Standards Board (LESB) and shall be delivered by a LESB-certified Emergency Vehicle Operations and Control (EVOC) instructor (Wis. Stat. § 165.85; Wis. Admin. Code § LES 3.07(4)). The department shall ensure that notification of training on pursuits that is completed by each officer employed by the Bayside Police Department during the biennial training period is reported to the LESB. For purposes of LESB reporting obligations, the time period for annual training begins July 1st, and ends June 30th.


XXIV. POLICY REVIEW

Certified members of this department shall certify in writing that they have received, read and understand this policy initially and upon any amendments (Wis. Stat. § 346.03(6)).

By Order Of:

Thomas Liebenthal
Chief of Police

ATTACHMENT

	Standard Operating Procedure	Implementation Date	07.24.19
	Radio System	Revision Date	04.19.23
Section	Administrative	Rescinded Date	
Written By:	A. Krantz Training Coordinator	Last Reviewed Date	04.19.23
Revised By:	M. Majors Deputy Director		07.24.19
Approved By:	L Schamott Director		04.19.23

Purpose:

To outline the policy and procedure to be followed when operating the radio system.

Scope:

This Standard Operating Procedure (SOP) applies to all BCC employees and agencies served by the BCC.

DEFINITIONS

BCC	Bayside Communications Center
Agency Employees	An employee of an agency served by BCC
FCC	Federal Communications Commission
MCSO	Milwaukee County Sheriff's Office
NSFD	North Shore Fire Department
WCSD	Waukesha County Sheriff's Office

POLICY/PROCEDURE

Introduction

The Bayside Communications Center (BCC) utilizes the Waukesha County Oasis Radio System. The Oasis Radio System provides the ability to utilize more than one talk-group and allows for enhanced inter-agency communications capabilities. Milwaukee County and Waukesha County have a Memorandum of Understanding to utilize the Oasis Radio System. BCC is located in Milwaukee County and is therefore governed by Milwaukee County.

Both Milwaukee and Waukesha County have established guidelines for the use of Waukesha's Oasis radio system. This order is drawn from those guidelines. Failure to follow these guidelines may result in the revocation of the authorization to use these systems as strict adherence to those guidelines and current FCC rules are mandatory.

Radio System Operations:

- 1) BCC will continuously maintain a 24-hour two-way radio communication between the Communications Center and agency employees.
- 2) All radio transmissions are to be professional in manner.
 - a) No employee shall transmit any sounds, noises, music, or communications containing unprofessional, obscene, indecent, profane words, language, or statements with a similar meaning or intended innuendo.
 - b) No employee shall use the radio to reprimand or argue with any other employee or agency employees.
- 3) All employees shall properly identify themselves when transmitting or acknowledging a broadcast.
- 4) Only trained and recognized 10 codes and plain English shall be used to ensure effective communication.
- 5) No employee shall willfully or maliciously interfere with or cause interference to any radio communication or signal. Any intentional jamming or the frequencies will be investigated, and disciplinary action will be taken against the individual involved, including those who knowingly permitted this activity.

Radio Channel Assignments

There are sixteen radio talk groups programmed on each radio. The banks are identified on the radio as Zone A, Zone

B, Zone C, Zone D, Zone E, Zone F, Zone G, Zone H, Zone I, Zone J, Zone K, Zone L, Zone M, Zone N, Zone P and Zone Z. See Appendix A, B and C for talk groups in each bank and an explanation of their intended use.

1) **Police Assigned Radio Channels:**

- a) Bayside, Brown Deer, Fox Point and River Hills Police Departments are assigned "NSPDDISN" as their primary radio channel for contacting the BCC.
 - (1) Bayside, Fox Point and River Hills Police Departments are assigned "NSPDTAC8" as their Officer-to-Officer radio channel.
 - (2) Brown Deer Police Department is assigned "NSPDTAC4" as their Officer-to-Officer radio channel.
- b) Glendale, Shorewood, and Whitefish Bay Police Departments are assigned "NSPDDISS" as their primary radio channel for contacting the BCC.
 - (1) Glendale Police Department is assigned "NSPDTAC3" as their Officer-to-Officer radio channel.
 - (2) Shorewood and Whitefish Bay Police Departments are assigned "NSPDTAC7" as their Officer-to-Officer radio channel.
- c) Bayside, Brown Deer, Fox Point, Glendale, River Hills, Shorewood, and Whitefish Bay Police Departments are assigned "NSPDTAC2" as their assigned primary radio channel for secondary information (10-28's, 10-29's, warrant info, case numbers, etc.)
- d) Special events channels are assigned on an as needed basis. These channels are "NSPDLAW1", "NSPDLAW2", "NSPDLAW3", and "NSPDLAW4".

2) **Fire Assigned Radio Channels:**

- a) NSFD is assigned NSFDDIS1 as their primary radio channel for contacting the BCC.
- b) NSFD is assigned NSFDTAC2, NSFDTAC3 and NSFDTAC4 as their secondary radio channels used primary for scene management and internal communications.
- c) NSFD is assigned MCFIRECAL as the primary contact between other jurisdictions in Milwaukee County.
- d) NSFD is assigned MCEMSCOM and MCNSCOM2 as their contact with Milwaukee County Emergency Medical Services Communications.
- e) NSFD is assigned OAIFERN and IFERNVHF as their contact with MABAS Divisions for Mutual aid call ups.
- f) NSFD usage of Patched Tactical Talk groups when on scene of larger incidents shall be determined by the Scene Commander.

Interagency Radio Communications Operational Guidelines

Waukesha County will have overall operational control of all countywide radio talk groups utilized by public safety agencies on the Oasis Radio System.

- 1) All municipal dispatch centers with OASIS Radio capabilities will actively monitor the "OALAWCAL" talk group.
- 2) All units utilizing any of the countywide talk groups will identify themselves by their agency and unit designation. ("Bayside Police Squad 201 to Milwaukee Sheriff Dispatch on OALAWCAL")
- 3) Milwaukee County Sheriff's Department talk group "OALAWCAL" is designated as the initial contact point for inter-agency radio communications ("Sheriff to Agency", "Agency to Sheriff", "Agency to Agency"), for those agencies that cannot communicate directly on a local talk group.
- 4) The use of "OALAWCAL" will generally be restricted to brief radio transactions or short duration emergency transmissions. This talk group is also authorized for use during a vehicle pursuit or other dynamic emergency incident in which there is likelihood that the incident will cross-jurisdictional boundaries. Refer to Multi-Jurisdictional Vehicle Pursuits.

- 5) Talk groups "OAGTAC1" through "OAGTAC12" have been designated as the primary interagency communications and multi-agency mutual aid channels for Milwaukee County.
- 6) Longer duration interagency radio communications should switch to one of the countywide talk groups as soon as possible.
- 7) The Milwaukee County Sheriff's Department Dispatch Center serves as the clearinghouse for use of all countywide talk groups and will be responsible for the assignment and restriction of specific talk group channels during emergencies, tactical incidents, or heavy radio traffic.

Multi-Jurisdictional Vehicle Pursuits

Use of the "OALAWCAL" talk group is authorized during a vehicle pursuit that is likely to enter or has entered another jurisdiction.

- 1) "OALAWCAL" can be used by mobile units that are engaged in the pursuit, or by the initiating agency's dispatch center to re-broadcast pertinent pursuit information. This may be accomplished by manually switching to "OALAWCAL", as a multi-select broadcast or via a talk group "patch", based upon each individual agency's procedures and technical capabilities.
- 2) Dispatching for, and the management of the incident shall remain the responsibility of the initiating agency.
- 3) The MCSO Dispatch Center's responsibilities during a pursuit initiated by another agency will generally be limited to restricting the use of "OALAWCAL" by other users.
- 4) Following the termination of the active pursuit stage, the use of "OALWACAL" should conclude as soon as feasible. Mobile units should return to their primary talk group channels or coordinate further actions on one of the sixteen countywide mutual aid talk groups.

Radio Failures

BCC has the availability to utilize WISCOM radio talk groups in the event of radio failures on the Oasis System.

- 1) RCAL21SE – WISCOM Southeastern Region calling talk group
- 2) RTAC22SE through RTAC24SE – WISCOM Southeastern Region tactical talk groups
- 3) SCALL1 – WISCOM Statewide calling talk group
- 4) STAC1 through STAC8 – WISCOM Statewide Tactical talk groups

All units utilizing any of WISCOM talk groups shall identify themselves by their agency and unit designation. ("Bayside Police Squad 201 to Milwaukee Sheriff Dispatch on RTAC22SE")

BAYSIDE POLICE DEPARTMENT		
GENERAL ORDER	SECTION: 5100	ORDER: 5104
	ISSUE DATE:	
	REVIEW DATE: August 3, 2026	
	LAST REVIEW: August 3, 2023	
SUBJECT: USE OF FORCE		PAGE 1 OF 12

I PURPOSE AND SCOPE

To establish guidelines for the appropriate use of force that adhere to applicable federal, state, and local laws.

II POLICY

It is the policy of the Bayside Police Department that officers are to use only that force which is both reasonable and necessary to effectively bring an incident under control, while protecting the lives and safety of officers and others.

Sanctity of human Life - Officers shall make every effort to preserve and protect human life and the safety of all persons. Officers shall also respect and uphold the dignity of all persons at all times in a nondiscriminatory manner.

The U.S. Supreme Court, in Graham v. Connor, said that use of force must be "objectively reasonable" in the given situation.

When using force, an officer is required to act in good faith to achieve a legitimate law enforcement objective. Officers are authorized to use force that is objectively reasonable based on the totality of the circumstances, including:

- The severity of the alleged crime at issue.
- Whether the suspect poses an imminent threat to the safety of officers and/or others; and
- Whether the suspect is actively resisting or attempting to evade arrest by flight.

In deciding as to the reasonableness of force, courts recognize that law enforcement officers have to make split-second decisions and reactions. The reasonableness of the force used must be judged in the light of the circumstances as they appeared to the officer at the time, and which an ordinarily prudent and intelligent officer, in the same situation, would have deemed reasonable under the circumstances.

In addition to this policy officers are also governed by WI Stat. 175.44; Law enforcement use of force, and WI. Stat. 939.48; Self-defense and defense of others.

All sworn personnel shall receive training on this policy and demonstrate their understanding of this policy before being authorized to carry a firearm or other authorized weapon. All sworn personnel will receive annual training on this policy and any related legal updates.

III DEFINITIONS

Active Resistance: Behavior which physically counteracts an officer's control efforts, and which creates a risk of bodily harm to the officer, subject and/or other persons.

Assaultive Behavior: Direct actions or conduct that generates bodily harm.

Chokehold: A physical maneuver that restricts an individual's ability to breathe for the purposes of incapacitation. The use of a chokehold is prohibited, except in those situations where the use of deadly force is allowed by law.

Continued Resistance: Maintaining a level of counteractive behavior that is not controlled by an officer's current efforts.

Control: Established when a subject is voluntarily complying with the legal directions of an officer or restrained so that they are forced to comply with the officer's legal direction.

DAAT: Wisconsin Defensive and Arrest Tactics which is a system of verbalization skills coupled with physical alternatives.

Deadly Force: The intentional use of a firearm or other instrument that creates a high probability of death or great bodily harm.

De-escalation: Concept that involves an officer's use of time, distance, and relative positioning in combination with Professional Communication Skills to attempt to stabilize a situation and reduce the immediacy of threat posed by an individual.

De-escalation is incorporated throughout the Disturbance Resolution options and the term de-escalate is also used to describe the reduction of an application of force.

De-escalation may not be a viable option in every situation as there are many factors that influence its applicability. An officer must have the position of advantage to apply the concept of de-escalation. Although the law enforcement profession has a great deal of inherent risks, officers are not required to take unnecessary risks in order to apply this concept as their risks need to be strategic, deliberate, and consistent with other DAAT principles.

Electronic Control Device: (ECD) – Are instruments in which a safe amount of electricity is used to affect the sensory and/or motor nervous system of the body. The Department’s authorized ECD is the TASER.

Less Lethal Force Philosophy: The concept of planning and force application with less potential for causing death or serious injury than other police tactics.

Great Bodily Harm: As defined in S. 939.22 (14): Bodily injury which creates a substantial risk of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily injury.

Greater Danger Exception: The only reason for shooting if the target has not been “isolated” is if a failure to shoot would place those innocent persons and/or yourself and other officers in greater danger of death or great bodily harm.

Hobble Restraint: Belt-type restraint used to secure a subject’s legs and ankles in order to restrict the subject’s ability to kick or run.

Imminent Threat: An impending likelihood; in this context "Imminent Threat" of death or great bodily harm to you or another is a justification for the use of deadly force.

Intervention Options: Included within DAAT, a range of force options / responses available to an officer, each mode reflecting the need for an increasing level of control.

Last Resort: Those situations where certain immediate and drastic measures must be undertaken by an officer in order to protect human life. Force used in these situations may involve the use of techniques or weapons not covered or authorized by policy, however, must still comply with the reasonable and necessary standard set forth in Graham v. Conner.

Passive Resistance: Non-threatening, Non-Compliant behavior.

Reasonable Belief: Belief formed when facts or circumstances the officer knows, or should know, are such as to cause any ordinary, prudent, and reasonable intelligent officer to act or think in a similar way under similar circumstances, even though such belief may later be determined to be erroneous.

IV DISTURBANCE RESOLUTION

- A. DAAT provides the basis for proper use of force by Wisconsin law enforcement officers. Force levels are identified under Intervention Options as part of Disturbance Resolution.

Refer to attachment: **Disturbance Resolution**

- B. Officers are expected to attempt to establish and maintain control through the use of presence and dialogue. However, an officer may escalate to control, through the use of any or all force options, as deemed necessary and reasonable. Intervention Options should not be looked at as a continuum, rather as a toolbox in which an officer’s options are based on their Threat Assessments Opportunities.

Once control of a subject or subjects has been established an officer should de-escalate to a force level sufficient to maintain control.

- C. During the initial approach or contact, the officer(s) must attempt to determine the extent or degree to which the subject(s) present a threat to you and others. Officers should use this threat assessment to help identify safety concerns and potential responses.

V MEDICALLY SIGNIFICANT BEHAVIOR

Medically Significant Behavior is a variety of behaviors that indicate a serious and potentially life-threatening medical condition is present. Persons exhibiting Medically Significant Behavior can pose a threat to themselves, officers, and others. Officers may be required to use force to control the person so that they can receive immediate medical attention.

Officers should assess the situation to determine whether a person's actions or behavior are a result of criminal intent or a medical crisis.

- A. Considerations for dealing with Medically Significant Behavior:

- Request medical assistance as early as possible.
- Avoid increasing the subject's agitation or excitement.
- Minimize physical struggles with subject.
- Minimize use of restraints.
- Weigh the need for immediate control against risk to the subject.
- Maximize officer numbers to minimize the initial levels of force.
- Taser distance deployment has a greater chance of success than other intervention options due to the subject's high pain threshold.
- Stabilize and handcuff.
- Advise medical personnel of observations and behavior and suggest a chemical restraint.
- Position subject to facilitate deep breathing, if possible.
- Quickly transport subject to the hospital.

- B. The Non-Criminal Medical Situation Test should guide an officer's use of force decision.

1. Was the person experiencing a medical emergency that rendered him or her incapable of making a rational decision under circumstances that posed an immediate threat of serious harm to themselves or others?
2. Was some degree of force reasonably necessary to ameliorate the immediate threat?
3. Was the force reasonably necessary under the circumstances?

VI DEADLY FORCE

An officer may use deadly force only as a last resort when the officer reasonably believes that all other options have been exhausted or would be ineffective. An officer may use deadly force only to stop behavior that has caused or imminently threatens to cause death or great bodily harm to the officer or another person. If practical and feasible, an officer shall give a verbal warning before using deadly force.

- A. Officers are authorized to use deadly force to:
1. To protect the officer or others from an imminent threat of death or great bodily harm; and/or
 2. An officer may use deadly force against a fleeing suspect if:
 - a) Deadly force is necessary to prevent the escape, and
 - b) The officer has probable cause to believe that the suspect poses a significant threat of death or serious injury to the officer or others. US Supreme Court decision, Tennessee v. Garner
 - c) A verbal warning should be given, unless it is not feasible to do so in the particular circumstances, before deadly force is used to prevent escape.
- B. To meet the criterion of "imminent threat," the person to whom the officer is intending deadly force must have all of the following:
1. The displayed or indicated intent to cause great bodily harm or death to you or another person(s).
 2. A weapon capable of inflicting great bodily harm or death (conventional or unconventional weapon).
 3. The delivery system for utilization of that weapon, i.e., the means of using the weapon to inflict harm.
- C. After an officer has determined that deadly force is necessary to stop a person and all other reasonable alternatives having been precluded, the officer must fulfill certain "target requirements." These include the following:
1. Target Acquisition: Has the officer acquired a target to shoot at.
 2. Target Identification: Does the target which has been "acquired" place the officer(s) and or others in "imminent danger" of death or great bodily harm. Does the acquired target have a weapon, intent, and delivery system.
 3. Target Isolation: The officer must make every effort to isolate the target from other innocent persons unless the Greater Danger Exception is applicable.

- D. An officer shall not threaten the use of deadly force unless he would be justified under this policy to use such force. Before using deadly force, the officer should, if possible:
 - 1. Attempt to identify him/herself
 - 2. Order the suspect to desist from the imminently threatening activity, and.
 - 3. Threaten to use deadly force if the officer's lawful order is not obeyed.
- E. No distinction shall be made relative to the age, sex, or race of the intended target of deadly force.
- F. Deadly force against an animal is justified under the following circumstances:
 - 1. For self-defense
 - 2. To prevent substantial harm to the officer or another, or
 - 3. When the animal is so badly injured that humanity requires its relief from further suffering, with approval from the shift commander.
- G. Officers are not authorized to shoot at or from a moving vehicle unless as a “Last Resort” or when the Greater Danger theory applies.
- H. Warning shots are not authorized unless deadly force is justified and as a “Last Resort.”

VII USE OF FORCE PROCEDURES

- A. Officers should attempt to de-escalate the incident using presence and dialogue when feasible and appropriate.
- B. Officers should evaluate the incident to determine the level of force necessary to achieve and maintain control. The level of force must be necessary and reasonable.
- C. Once control is achieved, officers must adjust their use of force to that level which is reasonable in order to maintain control.
- D. Once a subject has been handcuffed and are under control, they should be moved to a position that will avoid positional asphyxia or other medical dangers.
- E. Officers shall use equipment and control techniques that are authorized by the department and consistent with their current training.

It is understood that techniques and equipment may not always be successful, and officers may have to resort to “not trained, but justified” techniques and equipment

to achieve control. These types of use of force must still comply with the reasonable and necessary standard set forth in Graham v. Conner.

- F. Handcuffing and searching will be accomplished through the application of current training techniques as taught through the DAAT System.
- G. Handcuffs may be used in a non-arrest situation provided that the use of handcuffs is reasonable and necessary.
- H. The trained target areas for the baton are the knee area, elbow area and lower abdominal area.
- I. A hobble restraint may be used to further stabilize a subject who is resisting or is a threat to escape. Officers shall not “hog tie” or place a subject in a position that hinders breathing for extended periods in an attempt to lessen the likelihood of respiratory related issues.
- J. The Taser is a conducted energy weapon that affects the sensory and motor functions of the central nervous system. The purpose of the Taser is to overcome active resistance or the threat of active resistance. The Taser falls within the Control Alternatives of the Intervention Options.
- K. The use of chokeholds and the LVNR is prohibited, except in situations where the use of deadly force is allowed by law.
- L. Kinetic Energy Impact Projectiles
 - 1. The purpose of the Kinetic Impact Projectiles is to impede a subject, preventing him or her from continuing resistive, assaultive, or otherwise dangerous behavior. The Kinetic Energy Impact Munition is a Less Lethal option.
 - 2. The Drag Stabilized 12-Gauge Bean Bag Round is the authorized Kinetic Energy Impact Projectile and is placed at the level of Protective Alternatives.
 - 3. Officers authorized to use the Drag Stabilized 12-Gauge Bean Bag Round will successfully complete an initial certification and receive annual training.
 - 4. Circumstances appropriate for the deployment include, but are not limited to, situations in which:
 - a) The suspect is armed with a weapon and the tactical circumstances allow for the safe application of approved munitions.
 - b) The suspect has made credible threats to harm him/herself and others.
 - c) The suspect is engaged in riotous behavior or is throwing rocks, bottles, or other dangerous projectiles at people and/or officers.

- d) There is probable cause to believe that the suspect has already committed a crime of violence and is refusing to comply with lawful orders.
5. Kinetic Energy Impact Projectiles may be delivered to the subject's body in accordance with the following guidelines:
 - a) Primary target area are legs and buttocks. In addition to legs and buttocks, arms may also be considered a primary target under some circumstances. The Officer must consider the proximity of the targeted portion of the arm to vital areas of the body. The Primary areas are considered when incapacitation is necessary, but the threat is not imminent. Multiple impacts to the primary target areas should be considered before progressing to the secondary target area.
 - b) Secondary Target Area is the lower abdomen. The secondary target area is considered when incapacitation is critical due to the imminent threat posed by the subject, but deadly force has not yet become necessary.
 - c) Head / Neck / Chest / Kidney area (back): Intentional impact to these areas should be avoided unless the use of deadly force is justified.
6. In each instance where Kinetic Energy Impact Projectiles are utilized a determination should be made regarding the need for lethal cover. Lethal cover is required in all cases where the subject has a firearm.
7. Subjects who are struck by a Kinetic Energy Impact Projectile will be transported to a medical facility for evaluation.
8. Injuries will be photographed.
9. Discharged munitions should be recovered and inventoried.

VIII DUTY TO INTERVENE

Officers shall, without regard for chain of command, intervene to prevent or stop another law enforcement officer from using force that does not comply with the requirements for use of force and/or deadly force identified in this policy and WI. Stat. 175.44. in the course of that law enforcement officer's official duties if all of the following apply:

- The officer observes the non-compliant use of force
 - The circumstances are such that it is safe for the officer to intervene.
- A. Officers have a duty to intervene when they observe an officer using excessive force or have inadvertently placed a subject in a position of danger. Intervention should be done in a manner that protects the safety of everyone involved.

- B. An officer who intervenes shall report the intervention to his or her immediate supervisor as soon as practical after the occurrence of the use of such force. Reports are to be documented in an internal memorandum.
- C. The statutory duty to intervene requirement is not limited to on-duty officers, it applies to officers regardless of duty status or location. As such, officers should consider the circumstances to determine whether or not it is safe for the officer to intervene. Some factors to consider are:
- If the officer is in his or her jurisdiction.
 - If the officer is familiar or known to the other officers on scene.
 - If the officer is in uniform or otherwise immediately identifiable as a law enforcement officer.
 - If the officer has the necessary tools or protective equipment to safely intervene.
 - Is the observed use of force in the context of an ongoing tactical situation or other high-threat situation.
 - Is the officer's intervention likely to escalate the situation.
- D. Supervisors that receive a report of an officer intervention shall, as soon as practical, investigate the incident. The incident shall be documented and forwarded to the Chief of Police for review. If the officer intervention was for a use of force by an officer from another agency, then the supervisor will notify a supervisor from that agency of the incident.

IX DUTY TO REPORT NONCOMPLIANT USE OF FORCE

An officer who, in the course of his or her law enforcement duties, witnesses another law enforcement officer use force that does not comply with the requirements for use of force and/or deadly force identified in this policy and WI. Stat. 175.44. in the course of that law enforcement officer's official duties shall report the noncompliant use of force as soon as practical after

X WHISTLEBLOWER PROTECTIONS

No officer may be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to employment, or threatened with any such treatment, because the officer reported, or is believed to have reported, any noncompliant use of force or intervened to prevent or stop a noncompliant use of force.

XI USE OF FORCE INCIDENTS

- A. Officers shall closely monitor all subjects who were physically subjected to the use of force. Timely medical attention shall be provided for subjects who were injured or complain of injuries resulting from the use of force.
1. Medical attention will be summoned for those people who cannot recover from the effects of OC spray within 45 minutes of exposure, have an adverse

reaction from the effects of a Taser or OC deployment, or who request medical attention.

2. If the TASER probes are imbedded in sensitive tissue areas (such as the neck, face, groin, or the breast area of a female) the officer shall arrange transport to a medical facility for removal. If the probes are imbedded in non-sensitive tissue areas, officers shall arrange for medical personnel to respond to the scene, if safe, to remove the probes. Removed probes shall be handled as a biohazard, packaged accordingly, and destroyed.
 3. People struck by a Kinetic Energy Impact Projectile will be transported to a medical facility for evaluation.
- B. Officers shall notify the shift supervisor as soon as practical whenever force is used.
 - C. All use of force incidents above compliance holds shall be documented on a Bayside Police Department Use of Force Report. The officer shall document the circumstances requiring the use of force and the intervention options used. The report shall be reviewed by the shift supervisor for reasonableness and policy compliance. All Bayside Police Department Use of Force Reports shall be forwarded to the Chief of Police or appropriate command staff for review.
 - D. In cases where deadly force was used against a person, whether or not any injury occurred, or where the subject received significant injuries from the use of non-deadly force, a supervisory investigation shall be conducted. In these cases the officer(s) involved shall be placed on administrative leave, without loss of pay or benefits, for a period to be determined by the Chief of Police. The term of administrative leave may be determined by the circumstances surrounding the incident, the officer's ability to cope with the incident and their desire to return to duty, and the course of the investigation.
 - E. A supervisor will be immediately notified whenever a firearm is discharged, either intentionally or accidentally while engaging in subject control. The incident will be documented on a Bayside Police Department Use of Force report.
 - F. Applicable use of force data will be submitted to the WI DOJ Use of Force and Arrest-Related Data Collection (UFAD) through TraCs. An analysis of use of force incidents will be conducted annually to identify trends that could reveal the need for training, equipment, or policy modifications.

XII USE OF FORCE ANALYSIS

Annually, a member of the Command Staff designated by the Chief of Police should prepare a report on use of force incidents. The report should be submitted to the Chief of Police. The report should not contain the names of officers, suspects, or case numbers, and should include:

- (a) The identification of any trends in the use of force by members.
- (b) Training needs recommendations.

- (c) Equipment needs recommendations.
- (d) Policy revision recommendations.

XIII POLICY AVAILABILITY

The Chief of Police or the authorized designee shall ensure that this policy (Wis Stat.§ 66.0511):

- A. Is made available free of charge within three business days of the request.
- B. Is publicly available on the department website and updated promptly upon amendment.

By Order Of:

Thomas Liebenthal
Chief of Police



DISTURBANCE RESOLUTION



APPROACH CONSIDERATIONS

Decision-Making

- Justification
- Desirability

Tactical Deployment

- Control of Distance
- Relative Positioning
- Relative Positioning with Multiple Subjects
- Team Tactics

Tactical Evaluation

- Threat Assessment Opportunities
- Officer/Subject Factors
- Special Circumstances
- Level/Stage/Degree of Stabilization

INTERVENTION OPTIONS

Mode

Purpose

- | | |
|----------------------------|---|
| A. Presence | To present a visible display of authority |
| B. Dialogue | To verbally persuade |
| C. Control Alternatives | To overcome passive resistance, active resistance, or their threats |
| D. Protective Alternatives | To overcome continued resistance, assaultive behavior, or their threats |
| E. Deadly Force | To stop the threat |

FOLLOW-THROUGH CONSIDERATIONS

- | | |
|----------------------|---|
| A. Stabilize | Application of restraints, if necessary |
| B. Monitor/Debrief | |
| C. Search | If appropriate |
| D. Escort | If necessary |
| E. Transport | If necessary |
| F. Turn-Over/Release | Removal of restraints, if necessary |

BAYSIDE POLICE DEPARTMENT

GENERAL ORDER

SECTION: 5100

ORDER: 5104.01

ISSUE DATE:

REVIEW DATE: August 3, 2026

LAST REVIEW: August 3, 2023

SUBJECT: ELECTRONIC CONTROL DEVICE

PAGE 1 OF 8

I PURPOSE AND SCOPE

This policy provides guidelines for the issuance and use of Electronic Control Device (ECD)s.

II POLICY

An Electronic Control Device (ECD) is a device intended to control violent or potentially violent individuals while minimizing risk of serious injury. Its intended purpose is to counteract active resistance to arrest and is considered a control alternative in accordance with the Use of Force Continuum. The Department's authorized ECD is the TASER.

III ISSUANCE AND CARRYING ECDS

Only members who have successfully completed department-approved training by a certified instructor may be issued and carry the ECD.

ECDs are issued for use during a member's current assignment. Those leaving a particular assignment may be required to return the device to the department's inventory.

Officers shall only use the ECD and cartridges that have been issued by the Department.

Members carrying the ECD shall perform a function test on the unit prior to every shift in accordance with their training for the ECD. Any ECD that displays fault icons, has laser/light issues, does not register seated cartridges, or has low battery life should be taken out of service. When an ECD is taken out of service, the agency's ECD instructor shall be notified.

When carried while in uniform, officers shall carry the ECD in an approved holster on the side opposite the officer's duty weapon.

- A. All ECDs shall be clearly and distinctly marked to differentiate them from the duty weapon and any other device.
- B. Whenever practicable, officers should carry two or more cartridges on their person when carrying the ECD.
- C. Officers shall be responsible for ensuring that the ECD carried for their assigned

shift is in good working order.

Officers are not authorized to carry department ECDs while off-duty.

Officers shall ensure that ECDs are returned to and secured in the approved storage location within the Bayside Police Department at the end of their assigned shift.

IV VERBAL AND VISUAL WARNINGS

A verbal warning of the intended use of the ECD should precede its application unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances. The purpose of the warning is to:

- A. Provide the individual with a reasonable opportunity to voluntarily comply.
- B. Provide other officers and individuals with a warning that the ECD may be deployed.

If, after a verbal warning, an individual is unwilling to voluntarily comply with an officer's lawful orders and it appears both reasonable and feasible under the circumstances, the officer may, but is not required to, display the electrical arc or the laser in a further attempt to gain compliance prior to the application of the ECD. The aiming laser should never be intentionally directed into the eyes of another as it may permanently impair his/her vision.

The fact that a verbal or other warning was given or the reasons it was not given shall be documented by the officer deploying the ECD in the related report.

V USE OF THE ECD

The ECD has limitations and restrictions requiring consideration before its use. The ECD should only be used when its operator can safely approach the subject within the operational range of the device. Although the ECD is generally effective in controlling most individuals, officers should be aware that the device may not achieve the intended results and be prepared with other options. At no time should an officer hold both a firearm and the ECD simultaneously.

The application of an ECD is likely to cause intense, but momentary pain. As such, officers should carefully consider and balance the totality of the circumstances available prior to using the ECD, including, but not limited to, the following factors:

- A. The conduct of the individual being confronted (as reasonably perceived by the officer at the time).
- B. Officer/subject factors (i.e., age, size, relative strength, skill level, injury/exhaustion)

- C. Number of officers vs. subject(s).
- D. Influence of drugs/alcohol (mental capacity).
- E. Proximity of weapons.
- F. The degree to which the subject has been effectively restrained and his/her ability to resist despite being restrained.
- G. Time and circumstances permitting, the availability of other options (what resources are reasonably available to the officer under the circumstances).
- H. Seriousness of the suspected offense or the reason for contact with the individual.
- I. Training and experience of the officer.
- J. Potential for injury to citizens, officers, and suspects.
- K. Risk of escape.
- L. Other exigent circumstances.

VI APPLICATION OF THE ECD

The ECD may be used in any of the following circumstances, when the circumstances perceived by the officer at the time indicate that such application is reasonably necessary to control a person:

- A. The subject is violent or physically resisting.
- B. The subject has demonstrated, by words or action, an intention to be violent or physically resist, and reasonably appears to present the potential to harm officers, him/herself or others.

Mere flight from a pursuing officer, without other known circumstances or factors, is not good cause for the use of the ECD to apprehend an individual.

VII SPECIAL DEPLOYMENT CONSIDERATIONS

The use of the ECD on certain individuals should generally be avoided unless the totality of the circumstances indicates that other available options reasonably appear ineffective or would present a greater danger to the officer, the subject or others, and the officer reasonably believes that the need to control the individual outweighs the risk of using the device. This includes:

- A. Individuals who are known to be pregnant.
- B. Elderly individuals or obvious juveniles.
- C. Individuals with obviously low body mass.
- D. Individuals who are handcuffed or otherwise restrained.

- E. Individuals who have been recently sprayed with a flammable chemical agent or who are otherwise in close proximity to any known combustible vapor or flammable material, including alcohol-based oleoresin capsicum (OC) spray.
- F. Individuals whose position or activity may result in collateral injury (e.g., falls from height, operating vehicles).

Because the application of the ECD in the drive-stun mode (i.e., direct contact without probes) relies primarily on pain compliance, the use of the drive-stun mode generally should be limited to supplementing the probe-mode to complete the circuit, or as a distraction technique to gain separation between officers and the subject, thereby giving officers time and distance to consider other force options or actions.

The ECD shall not be used to psychologically torment, elicit statements or to punish any individual.

VIII TARGETING CONSIDERATIONS

Reasonable efforts should be made to target lower center mass and avoid the head, neck, chest and groin. If the dynamics of a situation or officer safety do not permit the officer to limit the application of the ECD probes to a precise target area, officers should monitor the condition of the subject if one or more probes strikes the head, neck, chest or groin until the subject is examined by paramedics or other medical personnel.

IX MULTIPLE APPLICATIONS OF THE ECD

Officers should apply the ECD for only one standard cycle and then evaluate the situation before applying any subsequent cycles. Multiple applications of the ECD against a single individual are generally not recommended and should be avoided unless the officer reasonably believes that the need to control the individual outweighs the potentially increased risk posed by multiple applications.

If the first application of the ECD appears to be ineffective in gaining control of an individual, the officer should consider certain factors before additional applications of the ECD, including:

- A. Whether the probes are making proper contact.
- B. Whether the individual has the ability and has been given a reasonable opportunity to comply.
- C. Whether verbal commands, other options or tactics may be more effective.

Officers should generally not intentionally apply more than one ECD at a time to a single subject.

Officers, if feasible, should attempt to handcuff the subject during the "window of opportunity" created by the 5 second cycle.

X DANGEROUS ANIMALS

The ECD may be deployed against an animal as part of a plan to deal with a potentially dangerous animal, such as a dog, if the animal reasonably appears to pose an imminent threat to human safety and alternative methods are not reasonably available or would likely be ineffective.

XI ACTIONS FOLLOWING DEPLOYMENTS

Officers who use an ECD against a person shall restrain the subject as soon as tactically feasible and conduct an initial medical assessment of the subject.

The North Shore Fire Department shall be notified if:

- A. The probes penetrate an individual's skin.
- B. If subject requests medical attention.
- C. The subject is suspected to be under the influence of drugs or alcohol.
- D. The subject may be pregnant.
- E. The officer deems a medical response necessary for any other reason.

If the probe has penetrated the head, neck, groin, or a woman's breast, the probe and the subject should be stabilized in order to avoid injuries prior to the removal of the probe. In those instances, the subject will be transported to a medical facility for probe removal by medical personnel.

Any individual exhibiting signs of distress or who is exposed to multiple or prolonged ECD applications shall be transported to a medical facility for examination or medically evaluated prior to booking.

Subjects in the custody of the Bayside Police Department who have been subject to an ECD application should be checked periodically for changes in wellbeing.

Officers shall notify a supervisor/shift commander of all ECD discharges. Anti-Felon Identification tags (AFID) should be collected and the expended cartridge, along with both probes and wire, should be submitted into evidence. The cartridge serial number should be noted and documented on the evidence paperwork. The evidence packaging should be marked "Biohazard" if the probes penetrated the subject's skin. Used ECD probes shall be treated as a sharps biohazard, similar to a used hypodermic needle, and handled appropriately using universal precautions.

XII MEDICAL TREATMENT

Consistent with local medical personnel protocols and absent extenuating circumstances, only appropriate medical personnel should remove ECD probes from a person's body.

All persons who have been struck by ECD probes or who have been subjected to the electric discharge of the device shall be medically assessed prior to booking. Additionally, any such individual who falls under any of the following categories should, as soon as practicable, be examined by paramedics or other qualified medical personnel:

- A. The person is suspected of being under the influence of controlled substances and/ or alcohol.
- B. The person may be pregnant.
- C. The person reasonably appears to be in need of medical attention.
- D. The ECD probes are lodged in a sensitive area (e.g., groin, female breast, head, face, neck).
- E. The person requests medical treatment.

Any individual exhibiting signs of distress or who is exposed to multiple or prolonged applications (i.e., more than 15 seconds) shall be transported to a medical facility for examination or medically evaluated prior to booking. If any individual refuses medical attention, such a refusal should be made directly to medical personnel and shall be fully documented in related reports. If an audio recording is made of contact or an interview is conducted with the individual, any medical refusal should be included, if possible.

The transporting officer shall inform any person providing medical care or receiving custody that the individual has been subjected to the application of the ECD.

XIII DOCUMENTATION

Officers shall document all ECD discharges in the Incident Report and the Use of Force form. Notification shall also be made to a supervisor in compliance with the Use of Force Policy.

XIV REPORTS

The officer should include the following in the arrest/crime report:

- A. Identification of all personnel firing ECDs.
- B. The name of the individual that the ECD was used upon.
- C. Identification of all witnesses.

- D. Medical care provided to the subject. If medical care is rejected by the subject, the name of the medical personnel to whom the rejection of care was made.
- E. Observations of the subject's physical and physiological actions.
- F. Any known or suspected drug use, intoxication or other medical problems.
- G. If photographs were taken of injuries sustained by the subject, include injuries caused by ECD probes (i.e., probe sites), as the result of the ECD deployment.
- H. The department assigned number for the ECD.
- I. The serial number for the discharged ECD cartridge
- J. Any unintentional discharges, pointing the device at a person, laser activation and arcing of the device.

XV SUPERVISOR RESPONSIBILITIES

When possible, supervisors/shift commanders shall respond to calls when they reasonably believe there is a likelihood the ECD may be used. A supervisor/shift commander shall respond to all incidents where the ECD was activated. Supervisors/shift commanders shall ensure that photographs of injuries, to include ECD probe sites, are taken, and that witnesses are interviewed.

A supervisor shall review each incident where a person has been exposed to an activation of the ECD. The device's onboard memory should be downloaded through the data port by the department's ECD instructor and saved with the related arrest/crime report.

XVI TRAINING

Personnel who are authorized to carry the ECD shall be permitted to do so only after successfully completing the initial department-approved training conducted by a certified instructor. Any personnel who have not carried the ECD as a part of their assignment for a period of six months or more shall be recertified by a department-approved ECD instructor prior to again carrying or using the device.

Proficiency training for personnel who have been issued ECDs shall occur every year. A reassessment of an officer's knowledge and/or practical skill may be required at any time if deemed appropriate by the Chief of Police. All training and proficiency for ECDs will be documented in the officer's training file and reported to the State of Wisconsin Law Enforcement Standards Board.

Officers who do not carry ECDs should receive training that is sufficient to familiarize them with the device and with working with officers who use the device.

The ECD Instructor is responsible for ensuring that all members who carry ECDs have received initial and annual proficiency training. Periodic audits should be used for verification.

Application of ECDs during training could result in injury to personnel and should not be mandatory for certification.

The agency ECD instructor should ensure that all training includes:

- A. A review of this policy.
- B. A review of the Use of Force Policy.
- C. Performing reaction-hand draws to reduce the possibility of unintentionally drawing and firing a firearm.
- D. Target area considerations, to include techniques or options to reduce the unintentional application of probes near the head, neck, chest and groin.
- E. Handcuffing a subject during the application of the ECD and transitioning to other force options.
- F. De-escalation techniques.
- G. Restraint techniques that do not impair respiration following the application of the ECD.

By Order Of:

Thomas Liebenthal
Chief of Police

BAYSIDE POLICE DEPARTMENT

GENERAL ORDER

SECTION: 5100

ORDER: 5112

ISSUE DATE:

REVIEW DATE: August 7, 2026

LAST REVIEW: August 7, 2026

SUBJECT: CRIME VICTIM AND WITNESS ASSISTANCE

PAGE 1 OF 4

I PURPOSE AND SCOPE

Department members are to provide information and assistance to victims of crimes, and in some cases witnesses, as provided by Wisconsin Statutes 949 and 950, no later than 24 hours after initial contact with them. Additionally, officers are expected to provide victims and witnesses with referral notices to the D.A.'s Office Victim Witness Unit, social services, or other organizations when appropriate.

II POLICY

The Department has a victim's rights form containing contact information and resources for crime victims, which includes the State's bill of rights for victims and witnesses, along with contact information for Crime Victim Compensation. This form is to be given to persons who are the victim of a crime.

- A. Officers do not need to give out the form to businesses who are the victim of a crime or individuals who are the victim of an ordinance violation.
- B. If the victim is a victim of an officer-involved death, as defined in WI Statute 175.47(1)(c), information about filing a complaint, and the inquest process, must be provided.
- C. In addition to notifying victims/witnesses of available services, officers are also to provide them with a follow-up business card containing the case number, contact information to report additional information or receive information about the status of the case, and the subsequent steps in processing the case, if known by the officer at the time. Officers are to provide victims with reasonable and timely information about the status of the investigation upon request. Officers are also to advise victims/witnesses with whom to contact if they are threatened or intimidated by the suspect, suspect's companions, or family.
- D. Victims of crimes have the right to be treated with fairness, dignity, and respect for his or her privacy by public officials, employees, or agencies. This does not

impair the right or duty of a public official or employee to conduct his or her official duties reasonably and in good faith.

- E. Victims and witnesses have a right to the expeditious return of their property when it's no longer needed as evidence.
- F. Witnesses are entitled to a speedy disposition of the case to minimize the length of time of their responsibilities to the investigation. Officers should not unnecessarily prolong the investigation.
- G. Victims and witnesses of crimes have the right not to have his or her personal identifiers, as defined in WI Stat. 85.103 (1) and including an electronic mail address, used, or disclosed by a public official, employee, or agency for a purpose that is unrelated to the official responsibilities of the official, employee or agency.
- H. Victims of certain offenses, under WI Act 351, are also entitled to accompaniment by a victim advocate from a non-governmental agency when the victim makes a request for an advocate. If such a request is made, and the person making the request is a victim of one of the identified crimes in Act 351, Department members are to contact the Sexual Assault Treatment Center at 414-219-5555. Department members will assist the victim in arranging to have such an advocate present during the interview process and/or court related proceedings. The identified crimes in Act 351 are listed below:

940.22	Sexual Exploitation by a Therapist
940.225	Sexual Assault
940.302	Human Trafficking (Involving a commercial sex act)
948.02	Sexual Assault of a Child
948.025	Repeated Acts of Sexual Assault of the Same Child
948.05	Sexual Exploitation of a Child
948.051	Trafficking of a Child
948.055	Causing a Child to View or Listen to Sexual Activity
948.06	Incest with a Child
948.07	Child Enticement
948.075	Use of a Computer to Facilitate a Child Sex Crime
948.08	Soliciting a Child for Prostitution
948.085	Sexual Assault of a Child Placed in Substitute Care

948.09	Sexual Intercourse with a Child Sixteen or Older
948.095	Sexual Assault of a Child by a School Staff Person
948.10	Exposing Genitals, Pubic Area or Intimate Parts
948.11	Exposing a Child to Harmful Material, Descriptions or Narrations

III SAFE AT HOME PROGRAM

- A. Safe at Home is a statewide address confidentiality program that provides victims of actual or threatened domestic abuse, child abuse, sexual abuse, stalking, trafficking, and those who fear for their physical safety with a legal substitute address to be used for both public and private purposes and is governed by Wis. Stat. § 165.68 and administered by the Department of Justice Office of Crime Victim Services.
- B. Applicants approved for the Safe at Home program are assigned an address that is a legal substitute for the participant's actual address, and the participant is assigned a program authorization card, which contains the participant's legal name, assigned address, DOJ seal, and an expiration date.
- C. Department members coming in contact with a person who is enrolled in the Safe at Home program for any reason (e.g., victim, witness, suspect) shall use the person's Safe at Home program assigned address on any citations or reports.
1. Department members shall document in the citation or report narrative that the person's Safe at Home address was used in the report.
 2. If the person does not have their Safe at Home program card at the time of the contact, the member may contact the Safe at Home program to confirm the person's participation at safeathome@doj.state.wi.us or (608) 266-6613 (Monday – Friday 8:00am – 4:30pm).
 3. Department members shall not use the person's home address, work address, school address, or addresses of the person's spouse or children on any citations or reports under any circumstances. A person who intentionally releases a program participant's actual address information is guilty of a misdemeanor (Wis. Stat. 165.68(7)).

D. REQUESTS FOR PARTICIPANT'S HOME ADDRESS

1. If department members need to access a participant's actual home address in conjunction with a welfare check, child welfare investigation, or other investigation, the member may contact the Safe at Home program during normal business hours at 608-266- 6613 or obtain a court order.

2. Department members will need to provide why the participant's home address is needed, who will have access to the participant's home address, and how it will remain as confidential if released to the member.
3. Department members shall destroy any correspondence received from Safe at Home as it relates to data protection and security when the information is no longer needed or required. Department members shall utilize the person's Safe at Home address in any corresponding reports.

By Order Of:

Thomas Liebenthal
Chief of Police

BAYSIDE POLICE DEPARTMENT

GENERAL ORDER

SECTION: 5200

ORDER: 5212

ISSUE DATE:

REVIEW DATE: August 8, 2026

LAST REVIEW: August 8, 2023

SUBJECT: NALOXONE USE

PAGE 1 OF 3

I PURPOSE AND SCOPE

The purpose of this policy is to guide members in the storage and use of Naloxone.

II POLICY

The Bayside Police Department recognizes that employees may be unintentionally exposed to controlled substances in a medical emergency and/or may come in contact with someone suffering from an opiate overdose. Naloxone is an emergency medication that may counter the effects of an exposure/overdose; therefore it is the policy of the Bayside Police Department to allow officers who have successfully completed the department approved training to carry and administer Naloxone in accordance with their training and this policy.

III PROCEDURE

A. Storage of Naloxone

1. Naloxone should be stored so the packaging and dose is not damaged.
2. Naloxone is stored at a proper temperature (59-86F) and kept out of direct light.
3. Officers are encouraged to carry Naloxone on their person so it can be administered quickly if needed.
4. Naloxone should also be maintained in the following areas where there is a high risk of unintentional exposure:
 - (a) Evidence Processing Room
 - (b) Booking Room
 - (c) Report Writing Room

B. Indicators of Opioid Overdose/Exposure

1. Indications of a potential opioid overdose can include but is not limited to statements by persons with recent knowledge of the victim's habits and activities, previous knowledge of opioid use or abuse, and the presence of drugs, medicine containers, or drug paraphernalia. Naloxone should be administered when the following criteria are met:

- (a) The officer assesses that the person is in respiratory distress related to opioid use and would benefit from its administration.

C. Administering Naloxone

1. Officers should use universal precautions, such as wearing gloves, and being mindful of things like needles.
 2. Be prepared to render additional aid or for the patient to become sick or combative and to mitigate these risks, especially for officer safety which may include a pat down for weapons. Rapid reversal of an opioid overdose may lead to vomiting and/or agitated behavior.
 3. If there is legal justification for an arrest and the need to handcuff the subject, the subject may be handcuffed in the front if possible and safe to do so at the request of EMS.
 4. When an Officer has arrived at the scene of a medical emergency prior to the arrival of EMS and has made a determination that the patient is believed to be suffering from an opiate overdose, the responding officer will administer Naloxone if available as prescribed in training. The following steps should be taken:
 - (a) The Officer should conduct a medical assessment as prescribed during training; consider statements from witnesses regarding drug use; and note any evidence of drug use observed at the scene.
 - (b) If, based on the Officer's training and observations, the Officer reasonably believes that there has been an opiate overdose; Naloxone should be utilized. Officers should be aware that a rapid reversal of an opiate overdose may cause projectile vomiting by the patient, Confusion, paranoia and/or violent behavior.
 5. Upon the arrival of EMS, advise them of officer's observations, the fact the Naloxone was administered, time of the dose, number of doses, observations after giving Naloxone, and any other care of the patient. This is necessary not only for them to provide care for the patient, but to meet reporting requirements to the Milwaukee County Office of Emergency Management.
 6. If a subject that has been given Naloxone is in police custody, the patient will need medical clearance prior to transport to the department or any other facility.
- D. Officers should document and collect any evidence for any employee accident reporting, law enforcement investigation, or emergency detention and complete required documentation or reports.
- E. Any lost, used or damaged Naloxone will be reported to the employee's supervisor as soon as practicable.
- F. The Department will coordinate with the North Shore Fire Department for training on the administration of Naloxone for employees.

IV REPORTING

Any use officer who administers Naloxone will be required to complete the Milwaukee County OEM-EMS Division-Naloxone Use by Law Enforcement Report online form. Prior to submitting the form, a supervisor shall review the form and give the approval for submittal. This will be documented in the incident report.

Supervisors who approve the Naloxone Use by Law Enforcement Report will ensure that this information is also included in the department's monthly report to the Wisconsin Department of Health and Human Services.

By Order Of:

Thomas Liebenthal
Chief of Police

BAYSIDE POLICE DEPARTMENT

GENERAL ORDER

SECTION: 6100

ORDER: 6101

ISSUE DATE:

REVIEW DATE: July 7, 2026

LAST REVIEW: July 7, 2023

SUBJECT: RELEASE OF INFORMATION

PAGE 1 OF 2

I PURPOSE

To control the flow and dissemination of department information while protecting the privacy and rights of those persons who depend on the professionalism of this department. The Chief of Police is the legal custodian of department records, SS. 19.33. The command staff of the department has the authority to authorize the release of records unless otherwise specified in this order.

II POLICY

A record request may be in writing or by oral request. To monitor and record the requests received by our department, the requester's name, address, phone number, and specific record(s) requested will be required prior to approval. Any third-party requests that contain personal identifying information derived from Department of Transportation records must comply with the Drivers Privacy Protection Act (DPPA). Please refer to Bayside Police Department Order 6101.01 for further explanation.

- A. This Department will record all requests for records on a "request for records" form and forward it to the Chief or a designated Lieutenant for approval. Police Officers (non-ranking) may not provide complaints or records without approval from a command staff member.
- B. Department members fulfilling requests for records shall have completed training pertaining to the Wisconsin public records law.
- C. Reports and complaints are generally available Monday through Friday from 8:00 a.m. to 4:00 p.m. or by prior arrangement.
- D. Accident reports, ambulance reports and complaints are available to those persons named in the report as a victim without prior approval from a member of the command staff or supervisor.
- E. A record generated from another jurisdiction in possession by this department is part of the official Department record. Release of the

outside agency's record/report should be cleared prior to release, by the originating agency.

- F. Costs of complaints or reports are in accordance to listed costs on the "request for records" form or any posted directive. A ranking officer can waive costs if justified.
- G. Any juvenile report and/or record will not be released without proper approval or court order.
- H. A ranking officer may release any record to another law enforcement agency, as necessary. There will be no charge for records so released.
- I. All complaints, records, files, reports, and computer-generated information are considered property of the Bayside Police Department and shall be released in accordance with state law and the approval of the Chief or his/her designee.
- J. Wisconsin Department of Transportation records will not be released by this department and must be requested from the Department of Transportation.

By Order Of:

Thomas Liebenthal
Chief of Police

BAYSIDE POLICE DEPARTMENT

GENERAL ORDER

SECTION: 6100

ORDER: 6102

ISSUE DATE:

REVIEW DATE: July 6, 2026

LAST REVIEW: July 6, 2023

SUBJECT: COMPLAINT PROCEDURE

PAGE 1 OF 8

I PURPOSE AND SCOPE

The effective handling of citizen complaints regarding department personnel is critical to maintaining positive police community relations. Good police community relations ensure the continuing support of citizens for general police efforts and encourage cooperation in specific investigations. The interests of individual officers and citizens who believe themselves to have been aggrieved by the actions of members of this department are best served through the effective and credible investigation and resolution of those complaints.

II POLICY

This department will thoroughly and objectively investigate all allegations of misconduct received from any source outside or inside the department. Each complaint will be investigated to its logical conclusion with the results documented and reported to all concerned parties.

While encouraging the filing of legitimate complaints against the department or department personnel as a means by which both can be held accountable to the public, the department simultaneously seeks to hold the members of the public responsible for filing false and malicious allegations against its officers. In cases of this nature, the complainants will be informed that appropriate legal proceedings will be instituted to remedy such an action. In some cases, the extent of the investigation may simply be limited to substantiating the falsity of the accusation. Whoever knowingly makes a false complaint regarding the conduct of a law enforcement officer is subject to a Class A Forfeiture. A forfeiture not to exceed \$10,000 under provisions of Wisconsin State Statute 946.66(1).

III DEFINITIONS

Personnel Complaint: A complaint against a member of the department. Personnel complaints are categorized as:

- A. Procedural Complaints: A complaint based on actions, rather than the conduct, behavior, or demeanor of an employee. Procedural complaints concern actions, which if properly performed, would conform to the directives of the department, i.e., complaints over why a vehicle was towed, parking enforcement, traffic enforcement, etc.
- B. Minor Complaints: A complaint based primarily on the conduct of the officer identified in the complaint and alleging a deliberate or neglectful, though minor, violation of a department directive, rule, or regulation.

Examples of minor misconduct include rudeness, verbal indiscretion, minor traffic infractions, failure to follow procedures, failure to properly document police activity, attendance problems, enforcement actions that are not bias related etc.

C. Serious Complaints: A complaint based primarily on the conduct of the officer(s) identified in the complaint and alleging a deliberate or neglectful violation of a department directive, procedure, rule or regulation, or state statute. Examples of serious misconduct include, but are not limited to the following:

1. Unbecoming Conduct
2. Inappropriate or excessive use of force
3. Breach of a civil right
4. Exhibition of bias or harassment
5. Untruthfulness under oath, during an investigation, in a police report, or about official matters.
6. Insubordination
7. Abuse of position, authority, or access to confidential information
8. Repeated acts of unsatisfactory performance
9. Commission of a felony or misdemeanor
10. Failure to report others who commit serious misconduct.

Internally Generated Complaint: A complaint about any of the above-listed misconduct that is observed by another member of the department. An internally generated complaint can be made by any member of the department and will be documented in writing.

Preliminary Investigation: The first level of investigation that is conducted after a personnel complaint is received. The preliminary investigation includes, but is not limited to, a review of the complaint, obtaining supporting documents or evidence, obtaining written statements, obtaining video recordings, etc.

IV CITIZEN COMPLAINTS

In accordance with SS. 66.312(3), the department shall make available for public scrutiny the specific procedures to be followed for registering and resolving a complaint by any person regarding the conduct of the department or one of its members.

The office of the Chief of Police shall maintain the records and be the official repository of all complaints made against the department for its members. The Chief of Police in accordance with applicable federal and/or state laws will maintain such records that will be filed by year. These records will also include unsubstantiated complaints made against the department and/or its members. The Chief or his designee shall review all complaints annually to determine if any patterns or tendencies of behavior exist and need to be addressed.

V RECEIPT OF CITIZEN COMPLAINTS

All members of the department are charged with the responsibility to courteously and willingly receive any complaint that may be made against the department or any member of the department.

Citizen complaints must be made in writing and include the following information:

- A. Name of complainant
- B. Address of complainant

- C. Complainants phone number
- D. Brief explanation of alleged complaint including date, time, location and individual(s) involved.

To help facilitate the written complaint, citizens wishing to make a complaint will be provided with a copy of the Bayside Police Department Citizen Complaint Form and the accompanying Citizen Complaint Procedure brochure. Copies of these documents are included in this policy as an attachment. The department member receiving the written complaint form should review the signature line of the form to see if the form has been signed. If the form is not signed at the time it is submitted, the department member receiving the form should request that the citizen sign the form, however, refusal to do so will not constitute a basis for refusing to accept the complaint. The department member accepting the Citizen Complaint Report form may verbally inform the citizen making the complaint of the warning listed in SS946.66(2); "Whoever knowingly makes a false complaint regarding the conduct of a law enforcement officer is subject to a Class A forfeiture."

All written complaints accepted shall be referred to the Chief of Police as soon as possible.

VI RECEIPT OF INTERNALLY GENERATED COMPLAINTS

Whenever a department member reports alleged misconduct to a supervisor, the supervisor shall document the complaint in writing and forward it to the Chief of Police.

Employees making an internally generated complaint about a supervisor may report the complaint to any command staff officer on the department. If the allegation of misconduct is serious, the command staff officer may request the department member document the allegation in writing. The written complaint will be forwarded to the Chief of Police.

VII PROCESSING OF COMPLAINTS

All complaints received against the department, or its members, will be forwarded to the office of the Chief of Police. The Chief or his designee shall cause a record to be made and maintained of the complaint and make assignment of an appropriate investigating officer. It will be the decision of the Chief of Police whether he/she will conduct the investigation, assign to another ranking officer, or contact an outside investigative agency. If the alleged misconduct is criminal in nature, the Chief of Police will notify the District Attorney's office and request the assistance of an outside agency to investigate the complaint.

The Chief of Police shall coordinate and exercise supervision over investigations of personnel complaints and internally generated complaints alleging minor, serious or criminal misconduct against employees.

VIII INVESTIGATION OF COMPLAINTS

The supervisor assigned to investigate the complaint will conduct a preliminary investigation to determine if a violation of department directives, rules, regulations, or state statutes has occurred. If the preliminary investigation leads the supervisor to believe the complaint is a procedural complaint that stems from a misunderstanding, the supervisor may attempt to mediate and resolve the misunderstanding. For these situations, the supervisor will document the results of his/her preliminary investigation and forward it to the Chief of Police.

If the preliminary investigation leads the supervisor to believe the complaint is a minor or serious complaint, the supervisor to whom an investigation is assigned will contact the complainant as soon as possible. The supervisor will provide the complainant with his/her contact information. Every attempt shall be made to keep the complainant(s) informed and updated of the progress of an investigation if it appears the investigation will not be completed in 72 hours. It is the responsibility of the Chief of Police or his/her designee to provide this information to the complainant(s) and record the date and time they were contacted.

When the supervisor is prepared to interview the accused employee, the supervisor will first notify the employee of the nature of the allegation(s) the supervisor is investigating. This notification will be accomplished in a timely manner and in writing. Before asking the employee any questions, the supervisor will ensure that the employee understands his/her rights as outlined on the Internal Investigation Warning form. The supervisor will ask the employee to sign the Internal Investigation Warning form, acknowledging receipt, and understanding of his/her rights.

Upon the completion of the investigation, the supervisor will prepare a detailed report describing the investigation. The supervisor will include a determination of whether a department directive, policy or procedure was violated.

IX DISPOSITION OF COMPLAINTS

Once a personnel or internally generated complaint has been fully investigated, the supervisor shall forward his/her investigation report to the Chief of Police. Upon receipt of the investigation report, the Chief of Police shall determine if the allegation is:

- A. **Unfounded:** The investigation conclusively showed the incident complained about did not occur, or that the individual named in the complaint was not involved.
- B. **Exonerated:** The incident complained about did occur, but was justified, lawful and proper.
- C. **Non-Sustained:** The investigation failed to reveal enough evidence to clearly prove or disprove the allegation.
- D. **Sustained:** The investigation disclosed enough evidence to clearly prove the allegation.

The Chief of Police will then review the investigation and determine the most appropriate course of action. The Chief of Police will notify the complainant and all involved officers of the findings of the investigation at the earliest convenience of all parties involved. In matters involving wrongdoing by any officer, discipline will be determined by the Chief in accordance with any collective bargaining agreements and department policy pertaining to disciplinary actions. Members of the department have review and appeal procedures as afforded under Wisconsin Statutes, current collective bargaining agreements and departmental policy pertaining to disciplinary action.

By Order Of:

Thomas Liebenthal
Chief of Police

ATTACHMENTS



Bayside Police Department Citizen Complaint Form

The Bayside Police Department takes seriously all complaints regarding the service provided by the Department and the conduct of its members. The Department will accept and address all complaints of misconduct in accordance with policy and applicable federal, state, and local law.

No member of the Bayside Police Department will attempt to interfere or influence your right to complain about the service this department provides to you. Your complaint will be thoroughly and impartially investigated. Before completing this form, please refer to the citizen complaint brochure that explains the process and defines possible findings. Date: _____

Complainant Information	
Name:	_____
	(Last) (First) (Middle)
Address:	_____
Home Phone:	_____ Date of Birth: _____
Cell Phone:	_____ Email: _____
Work Phone:	_____ Work Hours: _____

Employee Involved
Name, Badge #, Rank (if known), or description: _____

Incident Information		
Date:	Time:	Location:

Witness Information		
<i>(Additional witness names can be added to the back of the form)</i>		
Name:	_____	
	(Last)	(First) (Middle)
Address:	_____	
Home Phone:	_____	Cell Phone: _____
Name:	_____	
	(Last)	(First) (Middle)
Address:	_____	
Home Phone:	_____	Cell Phone: _____

CITIZEN COMPLAINT PROCEDURE



VILLAGE OF BAYSIDE POLICE DEPARTMENT
9075 N Regent Rd
Bayside, WI 53217

Per Wisconsin State Statute 946.66: "Whoever knowingly makes a false complaint regarding the conduct of a law enforcement officer is subject to a Class A forfeiture."

THE VILLAGE OF BAYSIDE'S CITIZEN COMPLAINT PROCEDURE HELPS YOU, THE COMMUNITY AND THE POLICE

If you have a complaint about police practices, or interference with your rights by police officers, what can you do?

The Village of Bayside Police Department welcomes constructive criticism of the Department or valid complaints about its members or procedures. The prompt, thorough and impartial investigation of each complaint is essential to get and keep the trust and confidence of the people we serve. Without that trust and confidence, effective policing is not possible.

Police officers must be free to use their best judgment to take action in a reasonable, lawful and impartial manner without fear of reprisal. At the same time, they must strictly observe the rights of all people.

HOW TO MAKE A COMPLAINT

Complaints must be submitted in writing to:

Village of Bayside Police Department
9075 N Regent Rd
Bayside, WI 53217

A complaint may be made at ANY time of day or night to ANY police officer. Complaints should then be referred to the duty-ranking officer, who will forward a report to the Chief of Police for assignment of the investigation.

The person assigned to investigate your complaint will ask the following information:

- Your name, address and telephone number
- The date and time of the incident about which you are complaining
- The names, address and telephone numbers of any witnesses, if available

- If the incident involved is an arrest, the name, address and telephone number of the person arrested, if known.
- If the incident involves a police officer, you will be asked for their name. If you do not have this information, simply tell what happened, when and where.
- Details of the incident or action which prompted your complaint.

INVESTIGATION PROCEDURE

You will be asked to make a written report to the Department about the incident.

The officer who investigates the complaint will contact all available witnesses, including police officers, examine any relevant physical evidence and gather all information pertinent to each allegation made in the complaint. If there is more than one allegation, each will be examined on its own merits.

The investigation can take from two to four weeks to complete, and you will be notified of the results of the investigation.

There are four possible findings in each case:

- **Unfounded** – The investigation conclusively proved the incident complained of did not occur, or that the individual names in the complaint were not involved.
- **Exonerated** – The act which provided the basis for the complaint did occur; however, the investigation revealed the act was justified, lawful and proper.
- **Not Sustained** – The investigation failed to reveal sufficient evidence to clearly prove or disprove the allegation.
- **Sustained** – The investigation disclosed sufficient evidence to clearly prove the allegation.

The Chief of Police reviews all internal investigation reports. When a finding of

"sustained" is made, the Chief of Police will make a decision regarding the corrective action to be taken.

One or more corrective action(s) may be taken by the Chief of Police, subject to provisions of any collective bargaining agreements, Village of Bayside Police Department policy and Village Bayside policy. These actions include counseling, oral reprimand, written reprimand, suspension, demotion, and removal from the Department.

CONCLUSION

Your valid complaints and criticisms help protect the community from possible misconduct by police. At the same time, a thorough and impartial investigation provides a procedure to protect police officers from unwarranted charges when they perform their duties properly. The intent is to be fair to both the citizens and the police officer.

Per Wisconsin State Statute 946.66, "whoever knowingly makes a false complaint regarding the conduct of a law enforcement officer is subject to a Class A Felony."



VILLAGE OF BAYSIDE POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

BAYSIDE POLICE DEPARTMENT

GENERAL ORDER

SECTION: 7300

ORDER: 7305

ISSUE DATE:

REVIEW DATE: August 8, 2026

LAST REVIEW: August 8, 2023

SUBJECT: BODY WORN CAMERA

PAGE 1 OF 9

I PURPOSE

Body worn cameras can help improve the high-quality public service expected of police officers and promote the perceived legitimacy and sense of procedural justice that the community expects of the Department. Body-worn cameras can create a public record that allows the entire community to see an accurate chain of events. This policy shall be in compliance with §165.87

The purpose of this policy is to establish the use, maintenance and storage of body worn cameras (BWCs) and BWC data, the limitations the Department imposes on which officers may wear a BWC, and the limitations the Department imposes on situations, persons, or encounters that may be recorded by a BWC.

II POLICY

All sworn officers on duty will wear a department owned body camera. When available, the use of a body camera during a shift will be mandatory.

III DEFINITIONS

- A. **USE OF FORCE INCIDENT** – Any amount of force beyond cooperative handcuffing used by an officer to control an uncooperative person.
- B. **BODY WORN CAMERA** – A portable audio and/or video recording device which can be worn on an officer's body.
- C. **MOBILE AUDIO / VIDEO RECORDING EQUIPMENT** – Portable, wireless, electronic devices designed for capturing audio and/or video recordings. This includes body worn cameras.
- D. **RECORD SUBJECT:** An individual recorded by a BWC to whom all the following apply: the individual is depicted in the recording or the individual's voice is audible; the individual's identity is known to law enforcement; the individual is not suspected of committing a crime or other violation of law in connection with the law enforcement officer's presence in the location that was recorded; the individual is not a law enforcement officer who was acting in an official capacity unless a crime or other

violation of law has been committed against the law enforcement officer while the law enforcement officer was present at the location that was recorded.

- E. **REQUESTER:** Any person who requests inspection or copies of a record, except a committed or incarcerated person, unless the person requests inspection or copies of a record that contains specific references to that person or his/her minor children for whom he/she has not been denied physical placement and the record is otherwise accessible to the person by law.
- F. **CLOUD STORAGE:** A mode of data storage where the digital data is stored in computer servers located offsite and accessed via Internet. The storage is in computers stored offsite and accessed by the internet. The storage is typically maintained by a third party under contractual agreement with the Bayside Police Department and Village of Bayside. This offsite storage shall meet CJIS requirements.
- G. **OFFICER INVOLVED DEATH:** An incident that involves a death of an individual that results directly from an act of an omission of a law enforcement officer while the law enforcement officer is on duty or while the law enforcement officer is off-duty but performing activities that are in the scope of his/her law enforcement duties (§ 175.47(1)(c)).
- H. **OTHER CRITICAL INCIDENT:** An incident involving a law enforcement officer that results in death or injury which may result in death to a person that is caused by a member's actions occurring while in police custody; or any incident that the Chief of Police or his designee declares a critical incident. An injury to a person because of a firearm discharge by a law enforcement officer, not resulting in death shall also be considered a critical incident.
- I. **REDACTION:** A process, conducted by specific authorized personnel, for censoring and/or obscuring a part of written, audio, and/or video media for legal, security, and/or privacy purposes.
- J. **SQUAD CAMERA:** Any camera system mounted in a police squad used to capture actions of a law enforcement officer or squad audibly and visually.

IV EQUIPMENT

- A. The Bayside Police Department utilizes GETAC body worn cameras that are used in conjunction with the squad camera system.
- B. Only Department authorized Body-Worn Cameras (BWCs) will be used by Department personnel. Personally owned BWCs are prohibited.
- C. All sworn personnel will be issued a BWC.
- D. Officers should not share their BWC with any other officers unless authorized by a Commanding Officer.
- E. Charging units will be available for officers to recharge their BWC in the station and all marked squad cars.
- F. The Chief will designate a lieutenant to be responsible for the maintenance and

monitoring of the body worn cameras.

V PROCEDURE

A. Training

1. All officers using a BWC device shall receive initial and periodic training in the use of the equipment.
2. Periodic training will involve review of this policy to include information that will ensure an incident is accurately documented and properly stored.
3. Officers responsible for the maintenance, storage, and release of body camera footage will receive training on procedures and policy requirements related to those functions.

B. Responsibilities of Personnel Assigned BWC

1. Care and use of the mobile audio/video recording equipment is the responsibility of the officer assigned to that equipment and shall be used in conformity with police department policy and training.
2. Prior to each shift, officers shall determine whether their recording equipment is working properly and shall report any problems to the Shift Supervisor as soon as practical.
3. Body worn cameras should be worn facing forward using a department approved mounting device that hangs from the shoulder lapel or magnetic mount on the officer's uniform shirt or exterior vest carrier upper pocket.
 - a. The purpose is to put the camera in the best position to record as much audio/video information as possible.
 - b. Officers are not expected to jeopardize their safety in exchange for obtaining better audio/video recordings.
 - c. It is the responsibility of the officer to ensure their assigned body camera is charged at the beginning of the shift. It may be necessary for an officer to charge their assigned camera during their shift or any shift extensions.
4. At the end of each shift, officers shall return their assigned BWC to the charging dock/ data upload station inside the Roll Call Room, located within the secure perimeter of the Bayside Police Station.

C. BWC Activation, Deactivation, and Recording Limitations

1. The body camera shall be turned on prior to making contact with the public. Officers should record their interactions while in direct or indirect (telephonic) contact with the public. Examples include but are not limited to:

- a. Officer/subject contacts during traffic stops.
 - b. Officer/subject contacts during an arrest including approach, custody, statements, transport, police department booking process and release.
 - c. Officer/subject contacts of arrested subjects taken to the Milwaukee County Jail. Recordings will cease upon entry to these facilities unless approved by facility staff.
 - d. Any other contacts with persons under circumstances that lead the officer to believe that the specifics of the contact may need to be retrieved or reviewed.
 - e. When responding "emergency" to any call.
2. The body cameras are programmed to activate when the squad camera is activated or within proximity of another Bayside Squad camera is within proximity. It shall be the responsibility of the officer to ensure his or her body camera has activated.
 3. Continuous, non-stop recording during all official citizen contacts or incidents of an enforcement nature is recommended.
 - a. If a person, during a citizen contact or enforcement action, wants to give an officer confidential information (Confidential Informant), the initial recording shall be stopped. The officer shall then turn the camera back on to record the CI information. If the officer transitions back to the initial investigation, the recording shall be stopped and restarted again for the purposes of recording the initial investigation or contact information.
 - b. The recording dealing with any CI information shall be saved and downloaded to a disc and given to the Chief or his/her designee to be saved with the CI files.
 4. The equipment may be deactivated during non-enforcement activities such as:
 - a. Officer to officer conversations about items such as charging issues and other general conversations.
 - b. Protecting accident scenes from other vehicular traffic.
 - c. Conducting extended traffic control or awaiting a tow truck.
 - d. Rescue calls not of enforcement in nature.
 - e. Other routine citizen contact incidents (ie patronizing a business, engaging in an impromptu conversation that does not require a call for service)
 - f. When engaged in community outreach events, such as neighborhood/community stakeholder meetings and department outreach programs.

- g. If an officer fails to activate the body worn camera, fails to record the entire contact, or interrupts the recording, the officer shall document why a recording was not made, was interrupted, or was terminated in the incident report.
- 5. Officers shall document in all pertinent reports whenever recordings are made during an incident in question.
- 6. Each officer equipped with a body worn camera shall record enforcement contacts they are participating in. If multiple officers are involved in an enforcement contact, all officers should record the contact. Officers are encouraged to inform their supervisors of any recorded sequences that may be of value for training purposes.
- 7. Officers may not intentionally alter recordings in any way.
- 8. Officers shall not use mobile audio/video recording equipment to record personal conversations, disciplinary actions, administrative discussions, union discussions, supervisors' directives, talks between employees, or to capture or record in department locker rooms.
- 9. Use of body worn cameras or recording equipment is for on-duty, official police business only. Officers are reminded of the restrictions in Wisconsin State Statute 175.22 prohibiting audio or video recording in locker rooms. The GETAC system does not allow for any employee of the village or GETAC to delete any video or audio recording. Members of the command staff and officers assigned to assist with maintaining equipment may lock a video to prevent other officers from viewing a recording made in error.

VI OFFICER PROCEDURES FOR RECORDING

- A. In squads equipped with a squad camera system, officers shall sync their body cameras to their squad cameras anytime the squad camera software has been reset.
- B. Upon completion of a recording, the camera will prompt the officer to categorize the recording.
- C. Officers shall title their recording utilizing one of the four preloaded categories which include:
 - 1. Traffic Stop
 - 2. Accident
 - 3. Calls for Service.
 - 4. Accident
- D. A recording that does not fit one of these categories shall be marked calls for service.

- E. If a choice is not made, and the prompt times out, is the responsibility of the officer to categorize the recording utilizing the GETAC software once the video has uploaded to the cloud storage.
- F. When synced with the squad camera, officers shall label their squad recording to match the body camera recording with the case number and incident category.

VII RECORDING CONTROL AND MANAGEMENT

- A. Recordings are stored using the secure GETAC Cloud Storage System as contracted by GETAC. This system requires officers to title and categorize their video files.
 - 1. Officers are able to view their recorded BWC videos utilizing their secure login to the GETAC Cloud Server. Officers may download video to diskettes or to the department "Shared Video" folder for saving for future cases.
 - 2. Any video to be used in criminal court shall be downloaded to a diskette and placed into property using proper procedures. Additional downloaded copies may be placed with the printed copy of the incident report or saved on the Bayside Police Department's internal cloud server.
 - 3. Video on the GETAC cloud server shall be retained for a minimum of 180 days. Recordings will automatically be deleted from the GETAC Cloud Server when they expire unless an extension is made by the Chief of Police or his or her designee.
 - 4. Exceptions for longer Retention are:
 - a. Data must be retained until disposition of the investigation, case, or complaint.
 - b. An encounter that resulted in the death of any individual or actual or alleged physical injury to an individual.
 - c. An encounter that resulted in a custodial arrest.
 - d. A search during an authorized temporary questioning (commonly referred to as "Terry Stop") as provided under current law.
 - e. An encounter that included the use of force by a law enforcement officer, except if the only use of force was the use of a firearm to dispatch an injured wild animal.
 - f. An entity making which submits a preservation order or court order within 180 days after the incident.
 - g. Body camera data may not be destroyed at any time after the receipt of an open records request except as provided by current law.

- h. Body worn camera data that is used in a criminal, civil or administrative proceeding may not be destroyed except: upon final disposition, including appeals; a determination from the court or hearing examiner that the data is no longer needed; or the data is no longer needed or an order from the court or hearing examiner.
- B. Downloaded video for any criminal case shall be placed into the Department's cloud server folder marked DA Video.
 - 1. The officer shall create a folder in the video DA Video folder and label the new folder with the case number and the last name of the offender.
 - 2. Any lieutenant may share videos in the DA Video folder with prosecutors of the Milwaukee or Ozaukee County District Attorney's Office or personnel with either district attorney's office that are responsible for handling video for staff.
- C. The Chief or his or her designee can also then copy any necessary videos to a removable storage device as needed for the purpose of open records or sharing with other law enforcement agencies for investigative purposes.

VIII RELEASE OF BWC RECORDINGS

- A. Recordings are subject to existing State of Wisconsin open records laws. Requests for release of BWC recordings will be handled in accordance with the Department's policy that pertains to Release of Information.
 - 1. A reproduction fee for the duplication of recordings will be established by the Village of Bayside.
 - 2. Body camera data are, in general, open to inspection and copying under the Open Records Law. An exception to the general rule that body camera data are open to inspection and copying relating to the:
 - a. Treatment of minors and victims of a sensitive or violent crimes
 - b. Record subject who is in a location where the record subject has a reasonable expectation of privacy who is captured by body camera data, specifically, the privacy of a record subject who is a minor, is a victim of a sensitive or violent crime, or has a reasonable expectation of privacy must be maintained and that access to such data must be provided only if the public interest in allowing access is so great as to outweigh that public policy. In these cases, the protected record subject's face and anything else that would allow the protected record subject to be identified may be redacted using pixelization or another method of redaction.
 - c. A decision to redact body camera footage pursuant to these provisions is subject to be challenged in a mandamus action in the same manner as are any other decisions to deny access to part or all of a record under the Open Records Law.

- d. The provisions regarding the privacy of a victim of a sensitive or violent crime do not apply if the record subject, or his or her next of kin if the record subject is deceased, does not object to granting access to the data. The presumption regarding the privacy of a minor does not apply if the parent or legal guardian of the minor does not object to granting access to the data.
 - e. The presumption regarding the privacy of an individual with a reasonable expectation of privacy does not apply if the individual does not object to granting access to the data.
- B. Records requests may be redacted by using the GETAC software to pixilate any face or object that meets the state standards for redaction. Records releases may also redact the time frame to meet the requested needs of the requestor. All redacted video will create a new video file with the original kept on the cloud server unedited.
- C. The “record subject” is an individual recorded by the BWC to whom all of the following apply:
 - 1. The individual is depicted in the recording, or the individual's voice is audible in the recording.
 - 2. The individual's identity is known to the law enforcement agency.
 - 3. The individual is not suspected of committing a crime or other violation of law in connection with the law enforcement officer's presence in the location that was recorded.
 - 4. The individual is not a law enforcement officer who was acting in an official capacity, unless a crime or other violation of law has been committed or is alleged to have been committed against the law enforcement officer while the law enforcement officer was present at the location that was recorded.
- D. Additionally, all of the provisions related to the release of body camera data do not prohibit investigators investigating an officer-involved death from releasing body camera data when required to do so under current law.
- E. Recordings may be duplicated for another criminal justice agency when required for trial, or otherwise authorized by the Chief or the Chief's designee.
- F. Recordings may be shown to Bayside Police Department employees for training, quality assurance and evaluation purposes.
 - 1. Recordings may be shown to persons other than Bayside Police Department employees provided prior approval is obtained from the Chief or the Chief's designee.

IX BWC FILES OF SIGNIFICANT USE OF FORCE INCIDENTS

- A. As soon as practicable after the incident is under control, a supervisor shall direct the collection and upload of all known BWC files from the following types of incidents:
1. All incidents involving the use of deadly force against a person.
 2. All incidents involving the use of force by an officer that result in great bodily harm or death to a person.
 3. All BWC files from all officers and detectives involved in motor vehicle pursuits that result in great bodily harm or death to a person.
 4. Any other incident as directed by the Chief or his/her designee.
- B. During Use of Force incidents, courts recognize that law enforcement officers must react quickly and make split-second decisions. The reasonableness of the force used must be judged in the light of the circumstances as they appeared to the officer at the time, and which an ordinarily prudent and intelligent officer, in the same situation, would have deemed reasonable under the circumstances. As such, video evidence of Use of Force incidents may not accurately reflect the perceptions, observations, thoughts, and feelings of the officer at the time of the incident. To provide an accurate account of the officer's Use of Force justifications, the officer should report and document their use of force prior to reviewing any video of the incident. If necessary, the officer can document additional information in a supplemental report after reviewing the video.
1. For officer-involved deaths and critical incidents resulting in injury that may result in death, the officer shall not view video of the incident prior to providing a statement. Reference Policy 208 Section V.D, Investigation of Officer-Involved Critical Incidents.
 2. For all other Use of Force incidents above compliance holds, an officer may review video evidence prior to documenting a Use of Force incident with supervisor approval.
 3. No citizen witness(es) to these incidents shall view any BWC files from the incident prior to being interviewed, without an authorization from the Chief of Police or his/her designee.

By Order Of:

Thomas Liebenthal
Chief of Police

BAYSIDE POLICE DEPARTMENT

GENERAL ORDER

SECTION: 7400

ORDER: 7403

ISSUE DATE:

REVIEW DATE: August 7, 2026

LAST REVIEW: August 7, 2023

SUBJECT: COMMUNICATIONS

PAGE 1 OF 5

I INTRODUCTION

The Bayside Police Communications Center (BPCC) serves the communities of Brown Deer, Fox Point, Glendale, River Hills, Shorewood, Whitefish Bay, and Bayside. The Center provides 24-hour service for receiving emergency and non-emergency calls, dispatching, and continuous radio communication with on duty personnel from member police agencies as well as the North Shore Fire Department. The Center is under the control of the Village of Bayside.

II BAYSIDE COMMUNICATIONS CENTER

- A. BPCC is physically located in the Village of Bayside at 9075 N. Regent Road. The Center has its own wing located directly north of the existing Police Department, and attached to the existing building.
- B. A Communications Director is currently in charge of the day-to-day operations of the Communications Center. A Deputy Director and Telecommunicator Supervisors provide support to the Director. All complaints or concerns regarding the Center should be forwarded to the Communications Director. In the absence of the Communications Director, the Deputy Director and Telecommunicator Supervisors will currently address any complaints or concerns regarding the operation of the Center.
- C. The Communications Director is responsible for making sure security measures are in place for the Center, including equipment protection, back-up resources and alternate power sources. During a power outage, the Center will run off of power provided by an external generator unit that is located onsite and turns on automatically in the event of a power outage. This unit self tests itself monthly.
- D. In the event the Bayside Police Communications Center becomes inoperable, the backup dispatch site is the Oak Creek Communications Center.

III SQUAD ASSIGNMENTS

- A. At the beginning of each shift, all Police Department Shift Commanders will fill out a roster, detailing the squad assignments, which will include the Officer in charge, assignments of all on-duty personnel, along with portable radio number,

squad, and any other additional information for each Officer. Officers not on the roster will be considered off duty unless specified by specialization. This information should be faxed to Communications at 414-351-8810 or sent via email to NSFDroster@baysidewi.gov.

- B. Each portable radio and squad has its own unique unit identifier assigned to it. During radio transmissions a unit identifier number is displayed in the BCC, therefore, the Shift Commander must indicate on the assignment sheet the portable radio number and vehicle number each person is using. It will be the responsibility of the individual Officer to notify dispatch if there is a change of vehicle or portable radio during the shift.
- C. Calls for service and other assignments for both the fire and police departments shall be dispatched based upon CAD recommendations. Any changes to this protocol shall be the responsibility of the requesting agencies supervisor to contact Communications.
 - 1. If all patrol vehicles are out of service the calls will be given to the shift commander. The shift commander will then:
 - a. Handle the call; or,
 - b. Advise the Center to hold the call for the next available squad; or,
 - c. Call for mutual aid.
 - 2. The North Shore Fire Department Command Staff will contact the Communications Center with staffing and equipment changes in the event all of their personnel and equipment are in use or there needs to be changes to the CAD.

RADIO PROCEDURES

- A. The seven North Shore Police Departments (Bayside, Brown Deer, Fox Point, Glendale, River Hills, Shorewood, and Whitefish Bay), as well as the North Shore Fire Department run their communications through the BCC. All the departments are on the Waukesha County Oasis radio system. The primary dispatch talk group for the north Police agencies (Bayside, Brown Deer, Fox Point and River Hills) will be NSPDDISN. The primary dispatch talk group for the south Police agencies (Glendale, Shorewood, and Whitefish Bay) primary talk group will be NSPDDISS. Traffic-related inquiries for all Police agencies shall be run on NSPDTAC2. If for any reason any of these talk groups are unavailable, the BCC will designate another available talk group. There are several talk groups available to all the North Shore Police Departments to share in the event multiple jurisdictions need to communicate in an emergency. NSFD has four available channels they utilize for their operations.
 - 1. The Milwaukee County Sheriff OALAWCAL talk group, otherwise known as Sheriff F2, is a talk group monitored by the Sheriff's Department as well as other Police agencies on the system and will be generally restricted to emergencies or direct communications with Milwaukee Sheriff Dispatch.

OALAWCAL is also authorized for use during vehicle pursuits or other dynamic emergency incidents in which there is likelihood that the incident will cross jurisdictional boundaries. There are county wide mutual aid talk groups (OAGTAC1 – OAGTAC12) available for use when mutual aid squads from other jurisdictions are involved in an incident. The incident commander of an incident and/or the BCC shall notify the Milwaukee County Sheriff's Department Dispatch to request a county wide talk group.

2. Squad numbers shall be used to identify Officers during radio transmissions; the BCC will be identified by using the word, "dispatch". When communication will another dispatch center or with squads from other jurisdictions, Officers are to use agency name, squad number and talk group identifier for clarity (i.e. Bayside 201 to Sheriff Dispatch on Sheriff F2)
3. When referring to various talk groups, over the radio personnel will use the actual name of the talk group for clarity (i.e. "NSPDDISN" NSPDDISS, "NSPDTAC2" etc.)
4. Calls for service, enforcement activities, self-initiated activity, and other vital information are to be communicated by radio. Officers will keep the Communications Center advised of their current status at all times and notify the Telecommunicator when they arrive at calls and when they are back in service. Officers must also advise the BCC of any relevant information and the disposition for all assignments.
5. Assignments and radio transmissions are to be done using plain text; commonly used 10 codes are acceptable.

IV TELECOMMUNICATOR RESPONSIBILITIES

- A. Calls for service and other assignments will be dispatched based upon CAD recommendations. Telecommunicator's will record when an Officer is on an assignment, out of service or available, and are responsible for ensuring an Officer's current status is reflected in CAD. A Supervisor will be dispatched to an incident upon request of on-scene personnel and is to be notified of pending calls when no squads are available.
 1. Telecommunicator's will obtain and generate a CAD record of relevant information for calls for service and self-initiated activity, to include:
 - a) Location of reported incident
 - b) Incident Type
 - c) Date and Time incident reported.
 - d) Name, address, and phone number of complainant, whenever possible.
 - e) CAD number
 - f) Officers assigned, primary and backup if available
 - g) Time of dispatch, Officer arrival, and time completed.
 - h) Disposition

2. Telecommunicator's will query local, state, and federal criminal justice information systems upon Officer request.
3. Telecommunicator's are responsible for monitoring radio traffic and advising squads of major crimes, incidents or other information that occur in other jurisdictions, which may be relevant to, or impact Police operations. Officers should also make every attempt to scan with their available squad and portable radios to ensure they get this information.
4. The BCC maintains service area maps, procedures, and telephone numbers for procuring emergency and necessary external services. Telecommunicator's are responsible for referencing these materials as necessary or upon Officers request.
5. Circumstances requiring the notification of key personnel, emergency notifications, or the need to contact off-duty personnel will be made by a Police Supervisor. This Supervisor may or may not request BCC make the notification(s).

V TELEPHONE CALLS

- A. Emergency 911 calls are received at the BCC. The enhanced 911 System will allow the Telecommunicator to view the address from where the call originates. For hang up calls and calls from where there is no response the Telecommunicator will attempt to call back the number. If no response is received and the call plots (Phase 2) to an address in the North Shore, a squad will be sent to investigate. If it is determined that an emergency does not exist, the Officer will inform the caller the 911 lines are to be used for emergencies and dispatch the appropriate Officer. Telecommunicator's will promptly route misdirected emergency calls to appropriate agencies following BCC procedures.
- B. All the North Shore Police Departments as well as NSFD have their own non-emergency phone numbers. These numbers are physically answered by staff located at the respective agency. In the event the call comes in after established business hours, the BCC will receive the call and route to the appropriate personnel. Calls for service received by staff should be rerouted back to the BCC for assignment.

VI RECORDED TELEPHONE CALLS AND RADIO TRANSMISSIONS

- A. The BCC has the ability to record all incoming phone calls and radio transmissions along with immediate playback capabilities.
- B. Recordings are maintained in a secure location electronically for a minimum of 90 days. In the event a recording is needed for evidence or investigation purposes, a written request must be submitted to the Captain or Lieutenant of Police for approval. The recordings will be made available in the appropriate medium.
 - 1) The following information must be contained in the request:
 - a) Date
 - b) Approximate time of call
 - c) Type of call (i.e. radio or telephone)
 - d) If radio, the frequency the call was on

VII WARRANT CONFIRMATION

- A. In the event an Officer encounters an individual with a warrant, it is the duty of the Officer to confirm a positive identity of the individual before BCC staff may confirm the validity of any active warrant(s) with the issuing agency.
- B. When a warrant is discovered, Telecommunicators are to advise Officers of such information discretely through 10 code 10-99, or ask if they are “clear for information”, before relaying such information. This procedure advises Officers of sensitive information that could potentially jeopardize their safety.
- C. Once an Officer has established a positive identity of the individual, BCC staff must also be provided with the individual’s information prior to confirming the validity of any warrant(s). Once the warrant is confirmed by the issuing agency through the BCC, Officers may then take the subject into custody for the warrant(s).

By Order Of:

Thomas Liebenthal
Chief of Police



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Chicago
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Madison
Milwaukee
Minneapolis
Naples
Phoenix
Tampa
Tucson
Washington, D.C.

August 9, 2023

VIA EMAIL

Ms. Rachel Safstrom
Administrative Services Director
Village of Bayside
Village Hall
9075 North Regent Road
Bayside, WI 53217

Re: Redemption of \$5,000 of the Special Assessment B Bonds, Series 2015A,
dated May 7, 2015 (the "2015A Bonds")

Dear Ms. Safstrom:

Ehlers & Associates, Inc. asked us to prepare the attached **Resolution** to call \$5,000 of the outstanding 2015A Bonds for redemption. It is our understanding that this resolution will be considered by the Village Board at a meeting to be held on August 17, 2023.

If you have not already done so, please include the title of the Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the Village (or if the Village has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). **If the meeting will be a virtual meeting, please be sure to include on the agenda and the notices the dial-in number or other information necessary for the public and the media to access and monitor the meeting.** The attached **Certificate of Compliance with Open Meeting Law** must be completed in connection with the Village Board meeting at which the Resolution is adopted.

A vote of at least a majority of a quorum of the Village Board is necessary to adopt the Resolution. The Resolution should be adopted in the same manner as other resolutions of the Village are adopted. Please complete the attached **Excerpts of Minutes** form to record the attendance at the meeting and vote on the Resolution.

QB\84016204.1

Ms. Rachel Safstrom
August 9, 2023
Page 2

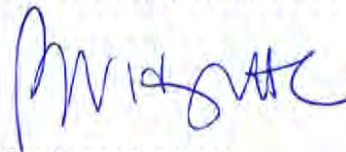
Following the adoption of the Resolution, please return an executed copy to us together with an executed copy of the Excerpts of Minutes and the Certificate of Compliance With Open Meeting Law.

Directions as to how to provide notice of redemption of the 2015A Bonds are contained in the Resolution and the Notice of Call attached to it. We understand that Ehlers & Associates, Inc. will assist you in distribution of the Notice.

If you have any questions regarding these documents or any other matter, please do not hesitate to call me at (414) 277-5790.

Very truly yours,

QUARLES & BRADY LLP



Bridgette Keating

BJK:DLL

Enclosures

cc: Mr. Andrew Pederson (w/enc. via email)
Mr. Joe Murray (w/enc. via email)
Ms. Sara Beecher (w/enc. via email)
Ms. Annie Mallon (w/enc. via email)
Ms. Kathy Myers (w/enc. via email)
payingagent@ehlers-inc.com (w/enc. via email)
Ms. Dawn Leifer (w/enc. via email)

Resolution No. _____

RESOLUTION AUTHORIZING THE REDEMPTION OF
THE VILLAGE'S SPECIAL ASSESSMENT B BONDS, SERIES 2015A,
DATED MAY 7, 2015

WHEREAS, the Village of Bayside, Milwaukee and Ozaukee Counties, Wisconsin (the "Village") issued its Special Assessment B Bonds, Series 2015A, dated May 7, 2015 (the "2015 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 2015 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 \$5,000 of the 2015 Bonds and redeem \$5,000 of the 2035 maturity (the "Prepaid 2015 Bonds") on November 1, 2023 as more fully described on Exhibit A 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 2015 Bonds are called for prior payment on November 1, 2023, 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 2015 Bonds by providing notice in substantially the form attached hereto as Exhibit A. All actions heretofore taken by the officers and agents of the Village to effectuate the redemption of 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 17th day of August, 2023.

President

Attest:

Village Clerk

EXHIBIT A

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 date and in the amount; bear interest at the rate; and have CUSIP No. as set forth below have been called for prior payment on November 1, 2023 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>
5/1/2035	\$5,000	4.10%	073152BP4**

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, 2023.

Said Bonds will cease to bear interest on November 1, 2023.

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, 2023. This Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

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

3. **Notification of Media.** On the _____ day of _____, 20__ at approximately _____ o'clock __.m., I communicated or caused to be communicated, the time, date, place and subject matter (including specific reference to the borrowing) of said meeting to those news media who have filed a written request for such notice, and to the official newspaper of the _____, or, if none exists, to a news medium (County, City, etc.) likely to give notice in the area.

4. **Open Meeting Law Compliance.** Said meeting was a _____ meeting of the (regular, special, adjourned annual, etc.) _____ which was called, noticed, held and (County Board, Common Council, etc.) conducted in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and State statutes.

Name:
Title:

Attest:

Name:
Title:

(SEAL)

(Note: Questions regarding this form or open meeting law compliance generally should be directed to local counsel or Quarles & Brady LLP.)

Excerpts of Minutes of Meeting
of the
Village Board of the
Village of Bayside

A meeting of the Village Board of the Village of Bayside, Milwaukee and Ozaukee Counties, Wisconsin, was duly called, noticed, held and conducted in the manner required by the Village Board and the pertinent Wisconsin Statutes on August 17, 2023. The President called the meeting to order at _____ .m.

The following members were present:

The following members were absent:

(Here occurred business not pertinent to the redemption of the 2015A Bonds.)

The following resolution was then moved by _____ and seconded by _____:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE REDEMPTION OF
THE VILLAGE'S SPECIAL ASSESSMENT B BONDS,
SERIES 2015A, DATED MAY 7, 2015

(A true copy of the resolution as adopted is attached hereto and incorporated herein by reference.)

Upon the vote being taken, the following voted

Aye:

Nay:

Abstaining:

and the resolution was declared adopted.

(Here occurred business not pertinent to the redemption of the 2015A Bonds.)

Upon motion made and seconded, the Village Board adjourned.

* * * * *

Certification of Minutes Excerpt

I am the duly qualified and acting Village Clerk of the Village of Bayside, Milwaukee and Ozaukee Counties, Wisconsin.

I hereby certify that the foregoing is a true and correct excerpt of the official minutes of the Village Board meeting of March 16, 2023, with respect to Village Board action to authorize the redemption of the Special Assessment B Bonds, Series 2015A, dated May 7, 2015.

I further certify that the attached is a true and correct copy of the resolution adopted by the Village Board at such meeting.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity on August 17, 2023.

(SEAL)

Village Clerk



Department of Public Works

July 2023

Highlights and Accomplishments

- The DPW Crew completed the Village Wide Mulch campaign.
- The street sign topper capital project was started and completed. Over 250 street signs were replaced.
- DPW team members painted several drains that have been adopted by residents.
- The 2023 culvert project has continued in the Apple Orchards neighborhood. Great progress is being made and the project is on target to be completed by the first week of September.
- DPW hosted a Recycling Day and had 115 residents participate.
- The green swale capital project has started. The overgrown vegetation has been cleared ahead of the ditch construction.

Metric	Measurement	2022 Total	2023 YTD	5 Year Average	Target	Status (comp. 5 yr avg)
Garbage Collected	Tons	1,273	655	1,273	1,200	
Recycling Collected	Tons	446	235	485	500	
Diversion Rate	=Rec/(Rec+Garb)	26%	26%	28%	30%	
Yard Waste Collection	Stops	7,463	4,870	6,964	7,500	
Yard Waste Collected	Yards	1,987	1,315	2,735	2,500	
Recycling/ Clean Up Day Participants	Cars	1,162	611	1,004	800	
Access Bayside Requests	Requests Closed	682	684	761	700	
Special Pickups	Pickups	147	83	171	165	
Mulch Deliveries	Deliveries	42	38	57	60	
Mulch Delivered	Yards	540	285	497	500	
Sewer Main Cleaned	Feet	23,361	0	25,730	26,000	
Manholes Inspected	Manholes	57	0	12	12	
Ditch Line	Feet	8,150	4,783	7,870	5,000	
Culvert Replacement	Culverts	38	43	34	30	
Tree Removal	Trees	187	8	125	<10	
Trees Planted	Trees	75	46	88	50	



Bayside Communications Center

July 2023

Highlights and Accomplishments

- Director Scharnott and Deputy Director Majors attended the Village Budget retreat to present BCC 2024 budget needs.
- BCC is honored to be selected as the Primary PSAP in Milwaukee County and has worked hard to submit the NG911 grant that is afforded with this opportunity.
- BCC staff attended National Night Out in Glendale and myBlue night out in Bayside in July.
- BCC welcomes two new hires to the team: Theresa Mae Reiss-Ortiz and Brian Gass.

Metric	Measurement	2022 Total	2023 YTD	5 Year Average	Status (comp. 5 yr. avg)
Phone Calls	Calls	106,677	60,316	106,400	
911 Calls	Calls	25,789	13,600	26,521	
911 Hang Ups	Hang Ups	3,094	1,936	3,428*	
Answer Time	Seconds	4	4	4	
Dispatch Time	Seconds	55	45	38	
Police Calls	Calls	69,145	41,452	72,945*	
Fire Calls	Calls	11,474	7,024	9,169*	
EMD Protocol Use	Number of Calls	633	5,059	N/A	
Request for Police	Requests	3,145	1,924	2,736	
Traffic Stops	Number of Stops	16,877	11,153	17,388	
Training Hours	Hours	3,917	5,677	2,234	
Call Reviews	%	97.5%	98%	98%	
Text to 911	Number of sessions	3	29	N/A	



Police Department

July 2023

Highlights and Accomplishments

- The Police Department participated in a Coffee with a Cop event with the Fox Point Police Department on July 9th from 12:30 pm to 2:30 pm. The event was held at the Friendship Circle in Fox Point and was well attended.
- Officer Dills hosted a pickup basketball event at Bayside Middle School on July 9th from 1pm to 3:30 pm. The event provided students who participated an opportunity to interact and connect with Officer Dills in a relaxed atmosphere.
- Officer Bowe celebrated his 17th anniversary with the Bayside Police Department this week. Congratulations to Officer Bowe on this career milestone.
- Interviews have begun with candidates to fill our vacant police officer position. The department has received 23 applications for the position thus far. The application deadline is August 19, 2023.
- The Police Department held an internal meeting to update our progress towards completion of our re-accreditation through the Wisconsin Law Enforcement Accreditation Group (WILEAG). Our WILEAG Core Accreditation is due for renewal in January of 2024.
- Police Department completed firearms training this week. All the officers have now transitioned to our new 9 mm handguns and successfully completed the State mandated qualification course during the training.

Metric	Measurement	2022 Total	2023 YTD	5 Year Average	Status (comp. 5 yr avg)
Calls for Service	Calls	4,571	4,489	5,488	○
Community Engagement / myBlue Sector Activity	Contacts	194	469	Incomplete Data	●
Traffic Stops	Stops	1,823	960	2135	○
Citations	Citations	879	460	892	○
Warnings	Warnings	1,100	559	1028	○
Arrests	Arrests	86	47	137	○
Ordinance Enforcement	Tickets Issued	39	18	62	○
Crimes Against Persons	Count	9	3	7	○
Crimes Against Property	Count	48	18	53	○
Crimes Against Society	Count	32	18	39	○
Reports Written	# Written	706	464	899	○
Patrol Miles Driven	# Miles	90,354	42,714	103,901	●
Code Enforcement	Notices Issued	239	153	176	○
Business/ Vacation Checks	# Performed	1,761	1,006	1,642	●
Crime Prevention	Notices Given	170	115	290	●
False Alarms	Count	118	42	85	●
Accidents Investigated	Count	59	35	68	○
Outside Agency Assists	Count	221	132	269	○
Field Interviews Conducted	Contacts	82	62	103	○
Speed Sign/Trailer Deployment	Location Count	14	24	26	●
Rx Drugs Collected	Pounds	487	235	475	●



Administrative Services

July 2023

Highlights and Accomplishments

- Completed monthly and quarterly reports for payroll.
- Received in quarterly payment of General Transportation Aids from the State.
- Completed filing of liquor licenses with Wisconsin Department of Revenue.
- Completed filing of the Video Service Provider Report with the Wisconsin Department of Revenue.
- Received Fire Dues from State of WI.
- Onboarded four new employees.

Metric	Measure	YTD%	Measure	YTD%
General Fund	Revenue	98.8%	Expenditure	59.6%
BCC	Revenue	79.8%	Expenditure	55.1%

Metric	Measure	YTD%	Measure	YTD%
Sanitary Sewer	Revenue	97.2%	Expenditure	23.2%
Storm Water	Revenue	77.9%	Expenditure	50.5%

Metric	Measurement	2022 Total	2023 YTD	5 Year Average	Target	Status (comp. 5 yr avg)
Grants	\$	\$1,050,237.80	\$826,914	\$412,764	\$300,000	
Property Status	Number	99	50	121	120	
Total Permits	Number	675	369	564	400	
Public Meetings	Number	46	29	50	55	
Ordinances	Number	11	6	11	10	
Resolutions	Number	28	11	32	25	
Communications Reach	Digital Interactions	242,356	226,727	333,782	450,000	
SCF Created	Number	2,517	1,875	2,228	2,700	
SCF DTA	Number	0.3	0.23	.78	1	
SCF DTC	Number	2.0	2.09	10.62	7	
SCF SLA Days	% in SLA	92%	92.25%	78.8%	90%	
Elections	Number	4	2	2.8	4	
Votes Cast	Number	7,055	3,820	4,837	7,250	



		January	February	March	April	May	June	July	August	September	YTD
Library Activity	Checkouts	15896	14468	16318	14886	14405	17350	17905			111228
	Checkins	12170	11458	13547	12153	11575	11304	13395			85602
	Patron Count	6997	6287	7385	6881	5819	8018	7810			49197
Patron Activity by Community	Bayside	2296	2152	2382	2279	2458	2595	2723			9714
	Fox Point	5212	4670	5164	5151	5154	5308	5466			20777
	Glendale	7548	6973	7764	7341	7450	7650	8213			30205
	River Hills	703	585	677	632	640	681	721			2630
Curbside		41	42	37	14	28	28	23			213
Study Room(s) Usage	Uses per month	117	85	95	98	106	131	98			730
	Hours per month	213.7	173.7	169.52	194.33	211.28	312.13	218.22			1492.88
Community Room Usage	Library program	27	34	37	29	39	32	26			224
	Outside group	11	6	7	9	9	7	2			51
	Total uses	38	40	44	38	48	39	28			275
Community Room Hours	Library program	30	37	47	48	40	40	31			273
	Outside group	30.5	15	17	16.5	17.5	11	9			116.5
	Total hours	60.5	52	64	64.5	57.5	51	40			389.5
Kanopy	Film	122	115	235	260	337	204	185			1458

Overdrive	Audio	1733	1578	1815	1737	1990	1943	2103		12899
	E-book	2308	1943	2330	2353	2247	2124	2376		15681
	Magazine	736	741	845	790	620	578	698		5008
	Total	4777	4262	4990	4880	4857	4645	5177		33588
Hoopla	Digital collections	643	655	638	611	770	655	648		4620
Filled holds		4353	4010	4059	4880	3577	4228	3860		28967
New patrons		64	63	59	60	51	79	76		452
New items		351	415	501	382	439	400	440		2928
Wifi access		701	554	622	634	659	627	586		4383
Website visits		5147	4678	4939	5038	5167	5750	5199		35918
Programs offered: in person	Young child (0-5)*					3	7			38
	Child (6-11)	12	15	21	13	6	10	18		23
*compiled with children if not shown	Young adult (12-18)	0	0	1	1	1	4	3		10
	Adult (19+)	7	9	7	4	4	8	12		51
	General interest (all ages)	1	0	1	1	2	1	2		8
Programming attendance: in person	Young child (0-5)*					74	213			776
	Child (6-11)	230	288	450	219	55	237	642		521
*compiled with children if not shown	Young adult (12-18)	0	0	16	0	1	12	11		40
	Adult (19+)	163	40	43	15	24	61	89		435
	General interest (all ages)	11	0	29	13	108	20	13		194
Reference questions		206	694	1068	981	849	2024	1897		7719