



CITY OF GLENDALE
5909 North Milwaukee River Parkway
Glendale, WI 53209

This meeting is in person, but will broadcast over Zoom.

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AGENDA-COMMON COUNCIL MEETING

Monday, April 27, 2026
6:00 PM

- 1. Roll Call and Pledge of Allegiance**
- 2. State of the City Address**
- 3. Annual Organizational Meeting (Wis. Stat. §62.09)**
 - a. Annual Review of Council Operational Procedures (Ordinance 2.2.16(f))
 - b. Election of Common Council President
 - c. 2026-2027 Common Council Standing Committee Appointments
 - d. Appointments to Various City Committees, Commission and Boards
 - e. Appointment of Timothy Krystyn as the City Forester for 2026
- 4. Public Comment**

Glendale residents, business owners, and property owners are invited to speak to the Council on items that are not on tonight's agenda but are within the City's ability to regulate or control.
- 5. Consent Agenda**
 - a. Approval: Recommendation of the Legislative, Judiciary & Finance Committee for

approval of the Application to Change Agent for Metro Market #876, located at 6969 N Port Washington Road, Glendale, WI 53217

- b. Approval: Recommendation of the Legislative, Judiciary & Finance Committee for approval of the Application to Change Agent for Aldi #42, located at 6825 N Port Washington Road, Glendale, WI 53217
- c. Approval: March 2026 Monthly Reports
- d. Approval: April 13, 2026, Common Council Meeting Minutes

6. Unfinished Business

- a. Review and Possible Action: *Approval* - Employee Handbook Updates

7. New Business

The public may speak to the Council prior to the beginning of deliberations on these items, provided they have notified their respective Alderperson or the Mayor in advance of this meeting.

- a. Review and Possible Action: *Authorization to Execute* - Multi-Year Agreement for Professional Engineering Services with Clark Dietz
- b. Review and Possible Action: *Resolution 2026-11* — Setting the Time and Date of the First Board of Review Meeting
- c. Review and Possible Action: *Approval* - North Shore Health Department Fee Schedule
- d. Review and Possible Action: *Ordinance 2026-04- 02* - Amending Various Sections of 8.4 Regarding "Food Establishment Licensing, Rules and Regulations"

8. Commission, Committee, Board, and Staff Reports

This is an Opportunity for Council Members to Report on their Respective Committees, Commissions, Boards of which they serve as a Member and for Staff and Administrator updates.

9. Adjournment

The Common Council of Glendale currently holds meetings in person at City Hall, or an alternative physical location as allowed by the City Ordinance. As a courtesy to residents, Council meetings will also be made available live on Zoom virtual platform for viewing and possible participation. However, the City cannot guarantee the technology supporting the virtual viewing option will operate perfectly and continuously. The only way to guarantee the ability to offer public comment, or view the meeting uninterrupted, is to appear in person. If the Zoom platform fails, the meeting will continue as scheduled.



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Annual Review of Council Operational Procedures (Ordinance 2.2.16(f))

FROM: Karl Warwick, City Administrator

MEETING: April 27, 2026, Common Council Agenda

MEETING DATE: April 27, 2026

FISCAL SUMMARY:

STATUTORY REFERENCE:

Municipal Code: 2.2.16(f))

BACKGROUND & ANALYSIS: Required review of Glendale Organizational Procedures

RECOMMENDATION:

ACTION REQUESTED:

ATTACHMENTS:

Ordinance Council Operating Procedures

2.2.16 Introduction of business, resolutions and ordinances; disposition of communications.

- (a) *Ordinances to be in writing.* All ordinances submitted to the council shall be in writing and shall begin with a title. Any written material introduced may be referred to the appropriate committee pursuant to section 2-2-5. Any member of the council may require the reading in full of any ordinance or resolution at any time it is before the council.
- (b) *Subject and numbering of ordinances.* Each ordinance shall be related to no more than one subject. Amendment or repeal of ordinances shall only be accomplished if the amending or repealing ordinance contains the number and title of the ordinance to be amended or repealed, and title of amending and repealing ordinances shall reflect their purpose to amend or repeal.
- (c) (1) The common council may take action on an ordinance only if it appears on the written agenda for the meeting at which action is requested.
 - (2) Ordinances will be placed on the agenda for council action only if they are submitted to the city clerk in written form a minimum of five days prior to the meeting at which action is requested.
- (d) *Disposition of petitions, communication, etc.* Every petition or other writing of any kind, addressed to the council, the clerk or other city officer for reference to the common council shall be delivered by the clerk or such other city officer to the mayor and aldermen as soon as convenient after receipt of the same and, in any event, prior to or at the opening of the next meeting of the council following the receipt of the same. Every such petition or other writing, and every paper, communication or other proceeding which shall come before the council for action may be referred by the mayor or presiding officer, unless objected to by a member of the council.
- (e) *Fiscal impact and strategic planning requirements.*
 - (1) All matters of business, resolutions, and ordinances to be considered by the common council, as a condition precedent to consideration if such impact in any way on the city's budget, tax rate, fiscal obligations, or costs, shall be accompanied by a statement of fiscal impact. Such statement shall be prepared by the administrator or his designee, and shall advise the council of the specific fiscal or monetary impact or requirements attendant with the matter to be considered. A matter presented without the requisite fiscal impact statement shall be laid over, except that such a matter may be considered upon a determination of the council by two-thirds vote that there exist emergency or extraordinary exigent circumstances which require immediate action in the interests of the public health, welfare or safety.
 - (2) All matters of business, resolutions, or ordinances submitted to the council for consideration shall be accompanied by a statement pertaining to strategic planning, and consistency with such goals and objectives, and mission statements as from time to time shall have been adopted by the council. Such statements shall be prepared by the administrator or his designee. Approval or passage of any matter of business, resolution, or ordinance submitted as being in conflict with the city's goals and objectives, or mission statements, shall be passed or adopted only upon a legislative finding by the council that such action is in the public interest and upon a two thirds vote of the council.
- (f) *Council operational procedures.*
 - (1) *Council agenda items.*
 - a. Only items which the city has jurisdiction over, or which may affect the city can be placed on the agenda.
 - b. The mayor and aldermen shall have authority to place matters on the agenda through submission for placement to the city administrator. Staff member requests shall be referred to their

respective department heads, and a request for placement of an item on the agenda shall proceed through the department head to the city administrator. Citizen requests and concerns shall be referred to the alderman of the citizen's district, for consideration for disposition or consideration for placement on the agenda by the respective alderman.

(2) *Council standing committees.*

- a. All items for committee consideration must be referred by the common council to the committee for consideration, and committees shall limit their consideration of matters, recommendations, and items to only such matters as properly before them on deferral or authority of the common council.
- b. The legislative and judiciary committee shall review applications and appeals as authorized by the applicable state and local laws without specific referral to them by the common council.
- c. Since time is of the essence in many reviews and appeals, the legislative and judiciary committee is not required to reduce recommendations to writing in advance if they have not been determined at the time of placement on the agenda.

(3) *Council agenda items.* For items placed on the common council agenda, written supporting data must be provided to reasonably apprise all interested parties of the matters under review or appeal.

(4) *Citizen committees.*

- a. Committees have no authority to bind or commit the city to any course of action. Committees have no authority to expend any city funds without the prior approval of the council. Adoption of a budget is not a license to spend.
- b. Alderman liaisons to committees are responsible to keep the council and staff informed of all committee recommendations, and to keep the committee members informed of council actions, policies and directives.

(5) *Staff assistance.* All requests for routine staff assistance or response to citizen complaints may be directed to the appropriate department head. A request for staff assistance shall be deemed routine if it relates, in the alderperson's judgment, to the ministerial functions of the department head's duties. Such requests shall not be deemed to abrogate the department head's discretion in prioritizing the work load and function of his/her department. All other requests for staff assistance or response to citizen complaints of a serious nature shall be routed through the city administrator or his/her designee, who shall then report as soon as reasonably practical the resolution or disposition of the complaint to the alderperson of the district.

(6) *Council information.* All committee, commission and board agendas and minutes which are public records shall be distributed to all council members.

(7) *Proceedings.* The agenda shall proceed as called by the mayor, and subsequent to the clerk announcing the agenda item discussion shall proceed by the council and members of the public, under the authority of the mayor as presiding chair, and followed by such dispositive motion as shall be appropriate within the authority of the council.

(Ord. No. 23-03, § I, 2-27-2023)



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Election of Common Council President

FROM: Karl Warwick, City Administrator

MEETING: April 27, 2026, Common Council Agenda

MEETING DATE: April 27, 2026

FISCAL SUMMARY:

STATUTORY REFERENCE:

Wisconsin Statutes: §62.09(8)(e)

BACKGROUND & ANALYSIS: Wis. Stats. §62.09(8)(e) requires the Common Council, at its organizational meeting, to choose from its members a president who, in the absence of the Mayor, presides at the meetings of the Council and during the absence or inability of the Mayor, has the powers and duties of the Mayor except that the Council President does not have veto authority.

A simple majority (4 votes) is required to elect an individual as Council President.

Members of the Council may make nominations for the Council President. A Council member may nominate themselves.

RECOMMENDATION: Not applicable.

ACTION REQUESTED: Once nominations are completed, a vote is taken for each nomination. The voting continues until a Council member is voted in for Council President.

ATTACHMENTS:

None



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: 2026-2027 Common Council Standing Committee Appointments

FROM: Mayor Bryan Kennedy

MEETING: April 27, 2026, Common Council Agenda

MEETING DATE: April 27, 2026

FISCAL SUMMARY:

STATUTORY REFERENCE:

Municipal Code: 2.2.5

BACKGROUND & ANALYSIS: Public Safety/Public Works

Alderman Steve Schmelzling, Chair
Aldерwoman Tomika Vukovic, Member
Alderman John Gelhard, Member

Legislative, Judiciary and Finance

Aldерwoman JoAnn Shaw, Chair
Alderman Jim Daugherty, Member
Alderman Andrew Franklin, Member

RECOMMENDATION: Approve the Common Council Committee Appointment.

ACTION REQUESTED: Motion to approve the Common Council Committee Appointments.

ATTACHMENTS:

None



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Committee, Commission and Board Appointments

FROM: Mayor Bryan Kennedy

MEETING: April 27, 2026, Common Council Agenda

MEETING DATE: April 27, 2026

FISCAL SUMMARY:

STATUTORY REFERENCE:

BACKGROUND & ANALYSIS: Committee, Commission, and Board Appointments

To be approved at Council Re-organization Meeting, April 27, 2026

Planning and Architectural Review Commission

Two vacancies—three-year term

Re-appoint Fred Cohn and Traci Fernandez, through 2029

Community Development Authority

Two vacancies—four-year term

Re-appoint Peter Brennan and Casey Shorts, through 2030

Board of Appeals

One vacancy, and one alternate—three-year term

Re-appoint Hope Liu and re-appoint alternate Walter Wilson, through 2029

North Shore Library Board of Directors

Two vacancies—three-year term

Re-appoint Theresa Seem and Annie Lane, through 2029

North Shore Water Commission

One vacancy, and one alternate—one-year term

Re-appoint Charlie Imig and re-appoint alternate Karl Warwick, through 2027

Police Commission

One vacancy—five-year term

Re-appoint Paul Kranz, through 2031

North Shore Board of Health

One vacancy, and one alternate—three-year term

Re-appoint Edward Conlin and re-appoint alternate Emily Siegrist, through 2029

North Shore Dementia Consortium

One vacancy—three-year term

Re-appoint Emily Siegrist, through 2029

Board of Review

Two vacancies—four-year term

Re-appoint Monica Parkes and appoint Patrick Pringle, through 2030

RECOMMENDATION: Approve the Committee, Commission and Board Appointments

ACTION REQUESTED: Motion to approve the Committee, Commission and Board Appointments

ATTACHMENTS:

None

SUBJECT: Appointment of Timothy Krystyn as the City Forester for 2026

FROM: Charlie Imig, Director of City Services

MEETING: April 27, 2026, Common Council Agenda

MEETING DATE: April 27, 2026

FISCAL SUMMARY:

Budget Summary:

Budgeted Expenditure:

Budgeted Revenue:

STATUTORY REFERENCE:

Wisconsin Statutes: Wis. Stats. Ch. 27

Municipal Code:

BACKGROUND & ANALYSIS: Per City Code, the City Forester shall annually be appointed by the Mayor, subject to Council confirmation.
at the Council's organizational meetings.

It is the policy of the City to regulate and establish a policy for the control of planting, removal, and maintenance and protection of trees and shrubs in or upon all areas of the City to eliminate and guard against dangerous conditions which may result in injury to persons using the streets, alleys, sidewalks or any public or private areas; to promote and enhance the beauty and general welfare of the City; to prohibit the undesirable and unsafe planting, removal, treatment, and maintenance of trees and shrubs located in the City; and to guard all trees and shrubs both public and private within the City against the spread of disease, insects or pests.

The Common Council designates the City Forester under Wis. Stats. Ch. 27, who may authorize such designee to perform the duties and exercise the powers granted by the Common Council herein.

RECOMMENDATION: Recommend appointment of Timothy Krystyn as the City Forester for

2026.

ACTION REQUESTED: Motion to appoint Timothy Krystyn as the City Forester for 2025.

ATTACHMENTS:

None



CITY OF GLENDALE
POLICE DEPARTMENT

5909 North Milwaukee River Parkway
Glendale, Wisconsin 53209-3815
(414) 228-1753
Fax (414) 228-1707
Email: police@glendale-wi.org

April 6th, 2026

Mayor and Common Council
City of Glendale
5909 N. Milwaukee River Pkwy.
Glendale, Wisconsin 53209

Dear Mayor and Common Council,

Attached is the Glendale Police Department monthly report for March 2026. This report tabulates the total number of calls handled and provides an overview of our monthly activity.

Officers responded to a total of 1302 calls for service in this period. There were 4 Crime Against Persons reported, 48 Crimes Against Property investigated, 47 Crimes Against Society and 8 Flock Alerts.

Should you have any questions regarding this report, or additional suggestions, please don't hesitate to call on me.

Sincerely,

Rhett Fugman
Chief of Police



Monthly Activity Overview Report

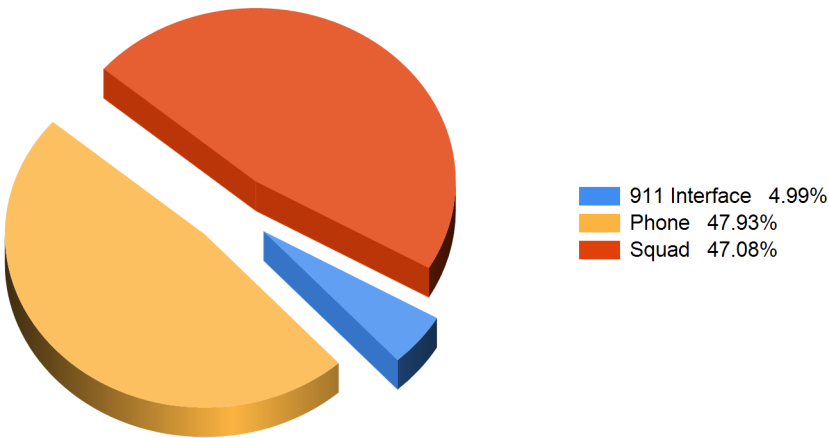
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For Reporting Period: 03/01/2026 - 03/31/2026

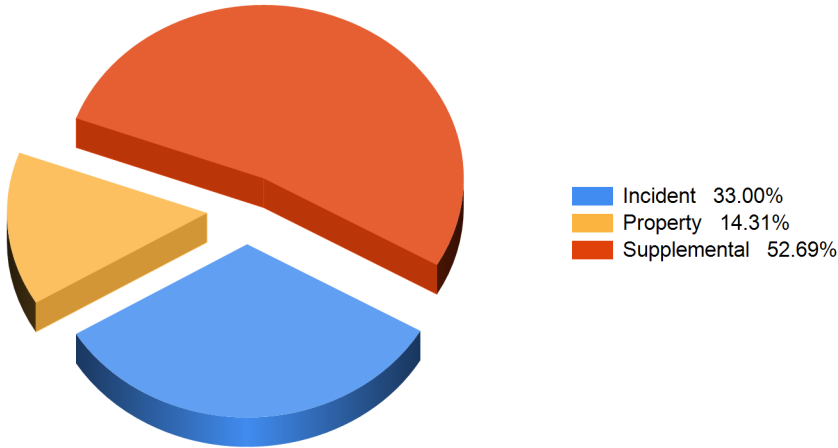
Patrol Area: NULL,DE,DW,FN,FS,G1,G2,G3,G4,G5,RN,RS,SW

NOTE: This report cannot be run based on individual officer - it is based on unique Incident. This report is for specific overview purposes & counts. For individual Officer activities, please refer to Officer Activity Count reports.

Calls



Reports



Reports are selected based upon Dttm report is written and selected if Dttm falls within date range above-specified.

		Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Total		1,302	357	429	516
Calls	911 Interface	65	10	29	26
	Phone	624	98	256	270
	Squad	613	249	144	220

		Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Total		706	113	336	257
Reports	Incident	233	47	94	92
	Property	101	27	33	41
	Supplemental	372	39	209	124



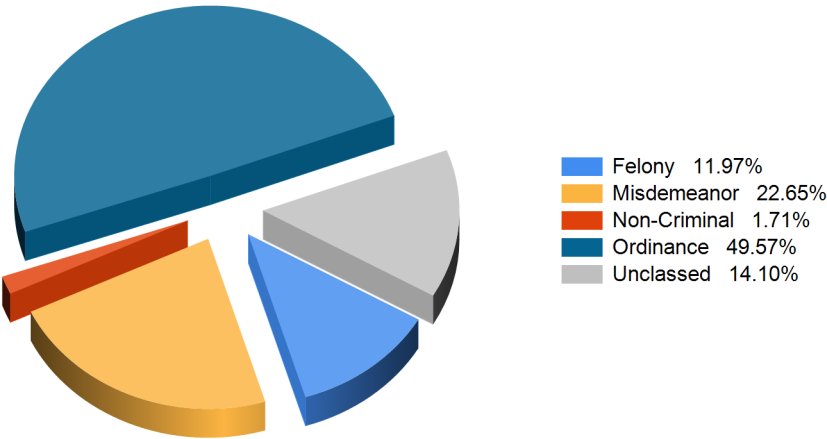
Monthly Activity Overview Report

Printed On: 04/06/26 07:14

For Reporting Period: 03/01/2026 - 03/31/2026

Patrol Area: NULL,DE,DW,FN,FS,G1,G2,G3,G4,G5,RN,RS,SW

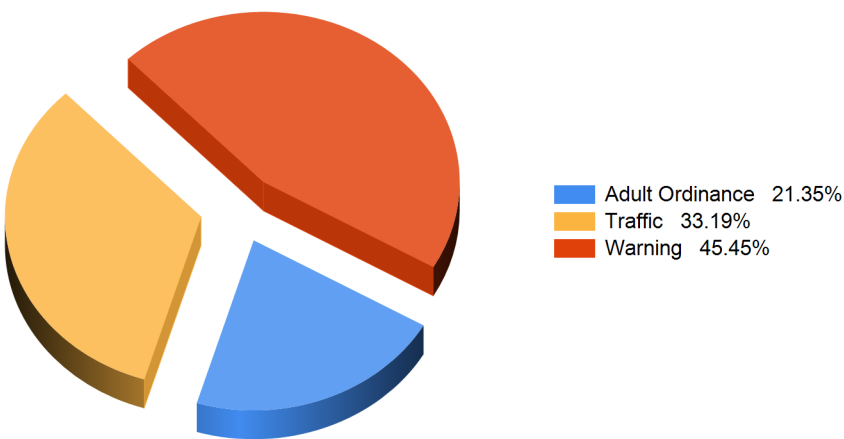
Arrests



Arrests are selected based upon the charge type. Therefore if an arrest was made wherein three charges with different types are noted, the arrest will count under Each charge type.

		Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Total		234	60	42	132
Arrests	Felony	28	7	11	10
	Misdemeanor	53	16	9	28
	Non-Criminal	4	4	0	0
	Ordinance	116	22	17	77
	Unclassed	33	11	5	17

Citations



Citations are counted by Citation Type alone.

		Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Total		446	183	89	174
Citations	Adult Ordinance	101	18	13	70
	Traffic	157	92	24	41
	Warning	188	73	52	63



Monthly Activity Overview Report

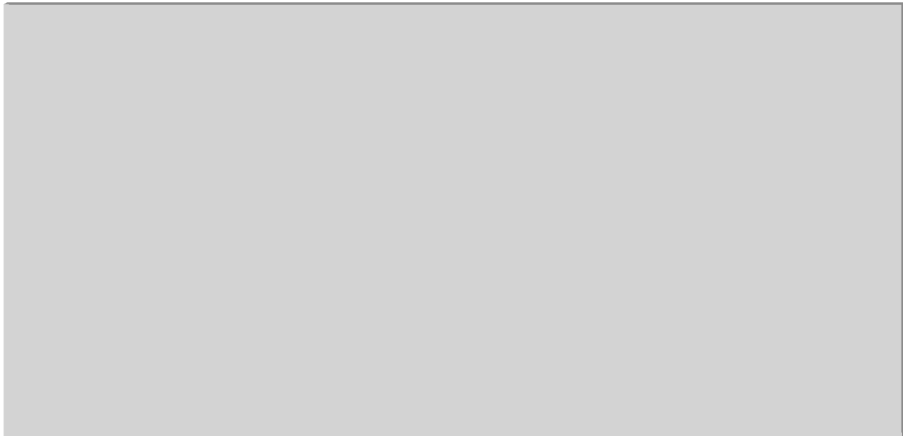
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For Reporting Period: 03/01/2026 - 03/31/2026

Patrol Area: NULL,DE,DW,FN,FS,G1,G2,G3,G4,G5,RN,RS,SW

Field Interview Stops

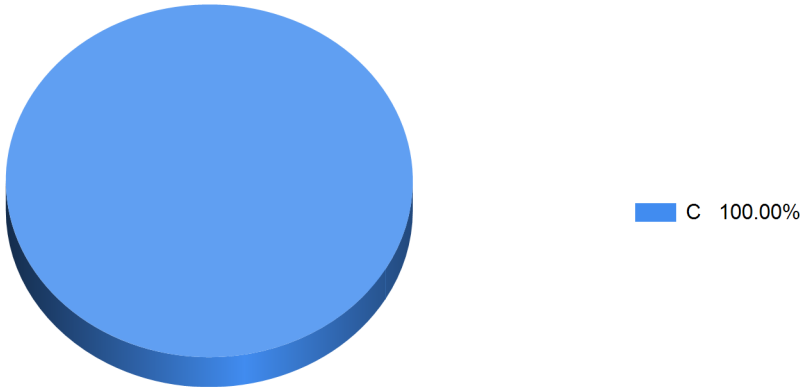
No Data Available



Field Interview Stops are counted by reason for stop.

	Total
Total	0

Crash



Crashes are counted by Crash type alone.

		Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Total		29	3	19	7
crash	C	29	3	19	7



CFS Tally by Hours

Printed On: 04/06/26 07:12

Reporting Period: 03/01/2026 - 03/31/2026

Hourly Breakdown

City of Glendale

	Total	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Total	1,302	84	87	42	27	9	18	54	36	34	40	42	59	65	61	70	58
911 - 911 Hang up/error	68	2	2	3	2	1		2	2	2	2	1		4	3	8	
AC - Animal Complaints	13								1	1		2	3		1	1	
ACPD - Accident - PDO	33			1					3	2	1	1		3	2	6	5
AOA - Assist Other Agency	24	1	2	1			1	1	1		1	2		3			
ASBT - Assault/Battery	7	1	1							1					2		
AV - Abandoned Vehicle	13								1	1	1		4	2		1	1
BA - Burglar Alarm	44	2		4	2	1	2	1	1	1	5		1		1		2
BURG - Burglary	1													1			
CDTP - Property Damage	6													1	2	1	1
CFR107 - SUAS Utilization - GLPD only	1		1														
CHAP - Chapter 51 Commitment	1																
CHECK - Vacation/Business Checks	24	1	6	4	1						1		2				1
CODE - Code Violations	1														1		
DC - Disorderly Conduct	47	1	2	1	1	1	2	1	2		4	4	3		2	3	1
DEATH - Death Investigation	1												1				
DIST - Disturbance	1											1					
DISV - Disabled Vehicle	21		1		1		1	1	1			1		1	2		2
DRIVE - Driving Complaint	22	1							1			2		3		1	2
DRUG - Controlled Substance	1								1								
DV - Domestic Violence	3	1							1							1	
EIP - Entry in Progress	2	1															
ESC - Escort	5		1					1		1				1			
EV - Entry to Vehicle	3						1									1	
EXPO - Indecent Exposure	2						1										1



CFS Tally by Hours

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Reporting Period: 03/01/2026 - 03/31/2026

Hourly Breakdown

	16	17	18	19	20	21	22	23
Total	84	94	58	57	55	61	68	39
911 - 911 Hang up/error	5	5	5	6	6	4	1	2
AC - Animal Complaints	1		1	1	1			
ACPD - Accident - PDO	4	1	1	2	1			
AOA - Assist Other Agency	2	1	1		2	2	2	1
ASBT - Assault/Battery	1				1			
AV - Abandoned Vehicle	1			1				
BA - Burglar Alarm	1	2	1	2	1	6	5	3
BURG - Burglary								
CDTP - Property Damage		1						
CFR107 - SUAS Utilization - GLPD only								
CHAP - Chapter 51 Commitment		1						
CHECK - Vacation/Business Checks		6	1	1				
CODE - Code Violations								
DC - Disorderly Conduct	3	3	2	3	1	4	2	1
DEATH - Death Investigation								
DIST - Disturbance								
DISV - Disabled Vehicle	4	1	1	3	1			
DRIVE - Driving Complaint	3	3	1	2	2	1		
DRUG - Controlled Substance								
DV - Domestic Violence								
EIP - Entry in Progress					1			
ESC - Escort		1						
EV - Entry to Vehicle		1						
EXPO - Indecent Exposure								



CFS Tally by Hours

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Reporting Period: 03/01/2026 - 03/31/2026

Hourly Breakdown

	Total	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
FDCALL - Fire Call - PD	19	1	1	1					1		2	3	1	2	2	1	1
FI - Subject Stop for FI	17	4	4	1	1	1								1			
Fight - Fight	22																
FLOCK - Flock Camera Safety System	8											1	1		2		2
FPROP - Found Property	9									1	1		1				1
FRAUD - Fraud	12									1	1	1	1		1	3	2
FT - Family Trouble	7											1					
HALM - Hold Up Alarm	6						1			1	1	1					1
HAZ - Road Hazard - PD	29	1	1		1	1		2		1	1	2	3	3	4	3	1
HR - Hit and Run	13									2				1		1	
JUV - Juvenile Complaint	34														1	1	3
LOCKOUT - Auto Lockout	8												2	1			
LPROP - Lost Property	1																
MAIT - Milwaukee Area Investigative Team	1												1				
MISSING - Missing	4												1			1	
MVT - Motor Vehicle Theft	2											1					
NOISE - Noise Complaint	9	1															2
NT - Neighbor Trouble	3													1			2
OPEN - Open Door	1				1												
PARK - Parking Complaint	17							1	2	1	1	1	1			1	1
PI - Accident/PI	5										2	1			1		
PROP - Property Damage-Unintentional	2																
PROS - Prostitution	5																
REPO - Repossess A Vehicle	8	1	3	1								1			1		
RFP - Request for Police	73	2	3	1	1	2	1	1	2	4	4	3	6	4	4	6	6
RTHFT - Retail Theft	31											2		2	1	4	3



CFS Tally by Hours

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Reporting Period: 03/01/2026 - 03/31/2026

Hourly Breakdown

	16	17	18	19	20	21	22	23
FDCALL - Fire Call - PD	1	1		1				
FI - Subject Stop for FI		1				1	2	1
Fight - Fight		5	7	5	2	3		
FLOCK - Flock Camera Safety System	1			1				
FPROP - Found Property	2	2		1				
FRAUD - Fraud	1			1				
FT - Family Trouble		1	2	1	1		1	
HALM - Hold Up Alarm			1					
HAZ - Road Hazard - PD	1	2	1					1
HR - Hit and Run	1	3	2	1	2			
JUV - Juvenile Complaint	5	10	6	4	2	1		1
LOCKOUT - Auto Lockout	2		3					
LPROP - Lost Property			1					
MAIT - Milwaukee Area Investigative Team								
MISSING - Missing			1					1
MVT - Motor Vehicle Theft		1						
NOISE - Noise Complaint				2	1		2	1
NT - Neighbor Trouble								
OPEN - Open Door								
PARK - Parking Complaint	3	2		1		2		
PI - Accident/PI	1							
PROP - Property Damage-Unintentional		1	1					
PROS - Prostitution		1		1	1		2	
REPO - Repossess A Vehicle	1							
RFP - Request for Police	5	4	4	3	1	2	1	3
RTHFT - Retail Theft	5	7	2	4	1			



CFS Tally by Hours

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Reporting Period: 03/01/2026 - 03/31/2026

Hourly Breakdown

	Total	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
SHOTS - Shots Fired	7	1						1							1		
SOLIC - Solicitor Complaint	6									1					1	1	2
SPAS - Special Assignment	4															1	1
SUSP - Suspicious Activity	25	1	3	2	1		1				1		2	3		1	1
TELE - Telephone Complaint	9													3			1
THEFT - Theft Complaint	13		1					1		3	2			1	1	1	2
TRES - Trespassing	4		1	1									1				1
TRFC - Traffic Control	1										1						
TRU - Truancy	2												2				
TS - Traffic Stop	431	61	52	20	9		6	39	15	4	6	8	18	18	18	19	2
UTIL - Utilities	8								1				1	2	1		
WEAP - Weapons Complaint	3														1		
WELF - Welfare Check	68		2	1	6	2	1	2		6	2	2	3	4	5	3	7
ZRIDESCH - *Ride Schedule-GLPD ONLY*	31																



CFS Tally by Hours

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Reporting Period: 03/01/2026 - 03/31/2026

Hourly Breakdown

	16	17	18	19	20	21	22	23
SHOTS - Shots Fired	1			1	1			1
SOLIC - Solicitor Complaint		1						
SPAS - Special Assignment			2					
SUSP - Suspicious Activity	1		1	1	2		3	1
TELE - Telephone Complaint	1	3	1					
THEFT - Theft Complaint				1				
TRES - Trespassing								
TRFC - Traffic Control								
TRU - Truancy								
TS - Traffic Stop	21	20	4	5	20	31	30	5
UTIL - Utilities			1		1	1		
WEAP - Weapons Complaint				1			1	
WELF - Welfare Check	6	3	4	1	2	3		3
ZRIDESCH - *Ride Schedule-GLPD ONLY*					1		16	14

North Shore Fire/Rescue – March 2026

Highlights (2-3)		- The Department was unanimously approved by the Commission on Fire Accreditation International for reaccreditation for an additional five year period on March 12. The Commission consists of thirteen members representing the International Association of Fire Chiefs (IAFC), the International City/County Management Association (ICMA), the International Association of Firefighters (IAFF), the Insurance Service Office (ISO) and a collaboration of standards making bodies including the National Fire Protection Association (NFPA). A peer review team consisting of trained assessors visited the Department in December 2025 to complete an onsite assessment and forwarded a recommendation for reaccreditation along with twelve recommendations for continuous improvement for the organization. The Department has now been an accredited Department since 2015. There are approximately 335 fire departments accredited worldwide, eleven of them are in Wisconsin. The Department's Strategic Plan for 2026 can be viewed here. The Strategic Plan is driven by input from both internal and external stakeholders that helps create this forward looking plan for the Department not only for the current year, but a five year window of time. - Four people were treated for various non-life threatening injuries at Bayshore Mall on March 29 between 5:30 PM and 8:00 PM.
Calls for Service	#	1057
Bayside Calls for Service	#	273
Response Time	Minutes	6 Minutes 18 Seconds (Average Response Time to High Acuity Calls for Service)



		January	February	March	April	May	June	July	August	September	October	November	December	YTD
Library Activity	Checkouts	362	14723											15085
	Checkins		21572											21572
	Patron Count		0											0
Patron Activity by Community (daily patron use)	Bayside	3872	4557											8429
	Fox Point	7811	8051											15862
	Glendale	11414	11894											23308
	River Hills	1050	1064											2114
Average Daily Patron Count	Monday		0											0
	Tuesday		0											0
	Wednesday		0											0
	Thursday		0											0
	Friday		0											0
	Saturday		0											0
Drive Thru	Checkouts		123											123
Study Room(s) Usage	Uses per month		243											243
	Hours per month		411.83											411.83
Community/Board Room Usage	Library program		10											10
	Outside group		4											4
	Total uses		14											14
Community/Board Room Hours	Library program		30											30
	Outside group		13.5											13.5
	Total hours		45.5											45.5
Kanopy	Film	212	231											443
Overdrive	Audio	3219	2889											6108
	E-book	2668	2275											4943
	Magazine	1461	1337											2798
	Other	1												1
	Total	7349	6501											13850
	Digital collections	1												1
Filled holds		1	2045											2046
New patrons		3	117											120
New items		635	519											1154
Wifi access		0	0											0
Website visits		3385	5221											8606
Programs offered:	Young child (0-5)*													0
	Child (6-11)													0

Teaching Books (Jan)

*compiled with children if not shown	Young adult (12-18)													0
	Adult (19+)	3	15											18
	General interest (all ages)													0
Total														0
Programming attendance:	Young child (0-5)*													0
	Child (6-11)													0
*compiled with children if not shown	Young adult (12-18)													0
	Adult (19+)	157	323											480
	General interest (all ages)													0
Total														0
Reference questions			1664											1664



NORTH SHORE HEALTH DEPARTMENT MONTHLY REPORT

This report highlights the work done in each of our health priority areas over the past month, as well as other important work and activities done by our department.



COMMUNICATION & COMMUNITY ENGAGEMENT

This involves sharing important health information and building partnerships with communities to promote well-being and improve access to resources.



MENTAL HEALTH & SOCIAL ISOLATION

Mental health and social isolation focuses on emotional, psychological, and social well-being, affecting how people think, feel, and interact with others.



HEALTHY LIVING

(including chronic disease, communicable disease and healthy aging)

Healthy living includes practices that lower illness risk, such as preventing infectious diseases, managing chronic conditions, and encouraging physical activity, nutrition, and wellness.



ENVIRONMENTAL HEALTH

Environmental health examines how the environment—air, water, land, and living conditions—impacts health and works to reduce harmful exposures.



NORTH SHORE HEALTH DEPARTMENT

MONTHLY REPORT

MARCH 2026



NSHD HEALTH PRIORITY AREAS

This report highlights recent progress across NSHD's priority areas from the 2022 Community Health Assessment (CHA) and North Shore THRIVE 2025–2030 Community Health Improvement Plan (CHIP), sharing key initiatives and department activities to promote transparency and adapt to community needs.



PUBLIC HEALTH COMMUNICATION & COMMUNITY ENGAGEMENT

This involves sharing important health information and building partnerships with communities to promote well-being and improve access to resources.



MENTAL HEALTH & SOCIAL ISOLATION

Mental health focuses on emotional, psychological, and social well-being, affecting how people think, feel, and interact with others.



HEALTHY LIVING

Healthy living includes practices that lower illness risk, such as preventing infectious diseases, managing chronic conditions, and encouraging physical activity, nutrition, and wellness.



ENVIRONMENTAL HEALTH

Environmental health examines how the environment—air, water, land, and living conditions—impacts health and works to reduce harmful exposures.



MARCH HIGHLIGHTS

- Our Public Health Specialist began planning our “How to Save a Life” community event, which will focus on training in hands-only CPR, infant CPR and choking aid, Naloxone administration, and emergency preparedness. We had over 20 folks register for the event in the first 48 hours!
- Our PH Strategist/Preparedness Coordinator led a Measles Tabletop Exercise (TTX) for the team to practice our internal response plans. The team also attended a Measles TTX the was led by DHS.
- Our PH Strategist worked with Brown Deer Farmer's Market on the upcoming market season and events, as well as reached out to the other North Shore Farmer's Markets to attend this summer/fall. Our PH Specialist has been working with our community partners on our summer event schedule, which will begin in May.



WORKFORCE DEVELOPMENT

- Our Public Health (PH) Nurse and Strategist officially passed their final certification exams and became Certified Lactation Counselors! This involved over 90 hours of education and training, 4 competency exams, a final didactic exam, and a final practical exam.
- Our PH Strategist and Specialist attended the Southeast and Regional Public Health Generalists meetings.
- Our PH Strategist attended a Naloxone training on distribution.
- Our Environmental Health Specialist attended a Food Borne Illness TTX with DHS/DATCP, as well as EATS 102 training.



NORTH SHORE HEALTH DEPARTMENT

MONTHLY REPORT

MARCH 2026



MENTAL HEALTH & SOCIAL ISOLATION

- Discussed our Maternal Child Health grant objectives, which we have elected to include perinatal mental health resources and education.
- Worked with community partners to plan multiple Caregiver Social Groups and Breastfeeding circles throughout the North Shore for the year.
- Our team is working with many community partners on our **Mental Health Matters event**, which will take place throughout the month of May.

334
Naloxone
doses
distributed

18
Folks
trained in
Naloxone
use



HEALTHY LIVING

- Our nurses provided **5 vaccines** for folks.
- Eight sharps containers** were sold.
- Our intern updated our list of TB Testing sites for the public.

7
Gallons of
sharps
collected

2
Lactation/
Home
Visits



ENVIRONMENTAL HEALTH

- We began planning for **beach testing season** and updated our data collection process. We will continue testing the four beaches in the North Shore (Atwater, Big Bay, Klode, and Doctor's Park).

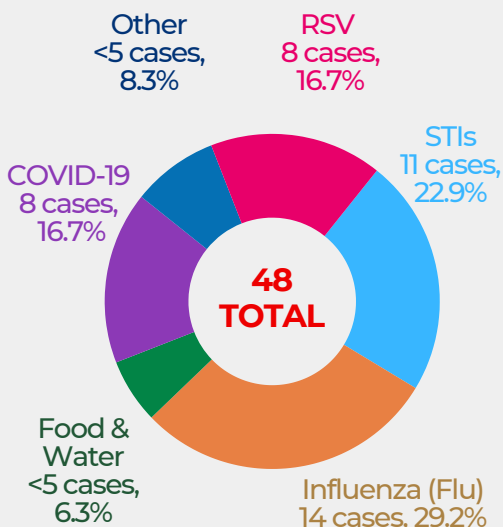


COMMUNICATION & COMMUNITY EVENTS

- We attended **4 community events**.
- Our communications included **14 social media posts** (4 videos, 10 regular posts), 2 newsletters, 5 Healthy Highlights, and an article for magazines.

COMMUNICABLE DISEASES

Probable and Confirmed Cases



CASE MANAGEMENT UPDATES

- 4** Fall-specific calls dispatched, all of which were contacted
- 17** Referrals received and followed up on
- 4** Home visits
- 2** EMS consultations or trainings
- 6** Responses to overdoses
- 6** Community agency site visits

NORTH SHORE ENVIRONMENTAL HEALTH CONSORTIUM

40 Inspections	8 Radon test kits sold
4 Animal bite follow ups	4 New licenses

Service Requests - March 2026

Request Category	Created in period	Closed in period	Average days to close
Animal Concern	1	1	5.8
Utility Billing Questions	0	0	
Property Maintenance and Building Code Violations	4	2	9.1
Speeding & Traffic Enforcement	0	0	
Storm Drainage/Standing Water	0	0	
Snow & Ice Control Service Request	3	3	13.3
Request for Information	0	0	
Public Works Maintenance	0	0	
Illegal Dumping	0	0	
Water Quality Issues	0	0	
Abandoned Vehicle	0	0	
Miscellaneous Police	0	0	
Parks Maintenance	1	0	
Mailbox Damage (From City Snow Control Operations)	1	0	
Pothole	1	1	11.3
Restoration of City Work	0	0	
Right-of-Way Damage (From City Snow Control Operations)	0	0	
Sidewalk Repair	1	0	
Miscellaneous Sanitary Sewer	0	0	
Miscellaneous	0	0	
Street Light	2	1	7.3
Miscellaneous Storm Sewer	1	0	
Damage to City Property	1	0	
Street Sign	1	1	5.7
Traffic Signal	0	0	
Garbage and Recycling Collection	1	1	9
Tree Maintenance	2	1	5
Sink Hole/Ground Settling	1	0	
Street Maintenance General	1	0	
General & Other	0	0	
Dead Animal on City Property	1	1	9.3
Total	23	12	8.42

Revenue by Month	January	February	March	April	May	June	July	August	September	October	November	December	2026 YTD
<i>Proprietary Funds:</i>													
Water	13,868.46	2,613.63	870,881.72										887,363.81
Sewer	0.00	0.00	615,446.00										615,446.00
Storm	0.00	0.00	536,617.28										536,617.28
TOTAL	13,868.46	2,613.63	2,022,945.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,039,427.09
<i>General Funds:</i>													
Property Taxes	3,672,340.27	2,380,310.19	0.00										6,052,650.46
Intergovernmental	336,451.52	1,000.00	0.00										337,451.52
Licenses & Permits	33,779.95	67,137.02	55,613.25										156,530.22
Fines	35,573.97	28,224.08	53,364.04										117,162.09
General Government	105,516.80	111,379.02	91,080.53										307,976.35
TOTAL	4,183,662.51	2,588,050.31	200,057.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,971,770.64

<u>Expenditures</u>	<u>March 2026</u>	<u>Year to Date</u>	<u>Percent Budget</u>
General Fund			
Mayor & Common Council (518.01)	6,191.79	25,900.60	28.14%
Administration (518.02)	62,022.43	336,361.49	51.73%
Finance (518.03)	15,896.87	62,722.16	17.59%
Clerk (518.04)	10,766.39	33,498.95	13.86%
Public Safety (520.19)	674,640.67	2,833,550.57	23.57%
Public Works (522.51)	146,450.49	491,723.52	25.27%
Community Development (528.15)	27,203.21	52,498.72	14.81%
Community Health (524.41)	-	34,287.07	23.90%
Building & Technology (518.12)	28,591.07	140,445.10	30.06%
Library (526.71)	-	126,738.63	25.00%
TOTAL	971,762.92	4,137,726.81	
Proprietary Funds			
Water (900)	410,035.22	717,892.40	11.96%
Sewer (201)	45,527.01	84,055.68	3.36%
Stormsewer (250)	24,570.83	163,392.79	13.34%
TOTAL	480,133.06	965,340.87	
Special Revenue Funds			
Environmental (260)	1,598.86	1,598.86	3.40%
Police Acquisition (204)	-	2,564.00	16.54%
Crime Prevention (205)	2,989.97	7,826.59	31.31%
Refuse & Recycling (221)	175,568.92	264,282.64	26.02%
Hotel (244)	92,007.03	92,105.93	9.21%
Special Events (247)	1,000.00	6,000.00	9.23%
Health & Human Services (248)	89,542.49	332,581.21	31.80%
REM Park (270)	14,868.62	32,369.80	18.51%
Anniversary (274)	-	-	0.00%
ARPA Funds (290)	-	-	0.00%
North Shore Court (275)	69,973.23	270,759.79	20.15%
TOTAL	447,549.12	1,010,088.82	

March 2026	1-Jan	Fund	Current	
	<u>Fund Balance</u>	<u>+ or -</u>	<u>Fund Balance</u>	
General Fund	5,246,865.00	2,834,043.83	8,080,908.83	Property tax revenue already recorded for entire fiscal period
Proprietary Funds	3,511,047.21	(653,326.17)	2,857,721.04	* Net current assets. This method can indicate the liquidity of assets
	27,306,807.00	1,074,086.22	28,380,893.22	** Net of Revenue & Expenditures. This method is aligned with the calculation for other funds.
	27,306,807.00	(25,080,274.74)	2,226,532.26	*** Cash balance. This method uses total balance in cash account and this is the most conservative method.
Special Revenue Funds				
Environmental (260)	770,606.00	209,747.95	980,353.95	
Police Acquisition (204)	143,128.00	(2,564.00)	140,564.00	
Crime Prevention (205)	100,172.00	(6,034.84)	94,137.16	
Economic Development (280)	-	-	-	
Recycling (221)	19,830.00	(151,231.08)	(131,401.08)	timing of revenue is later in the year.
Hotel (244)	225,689.00	66,492.87	292,181.87	
Special Events (247)	(88,781.00)	18,442.49	(70,338.51)	historically negative balance
Health & Human Services (248)	186,342.00	179,849.15	366,191.15	
REM Park (270)	(104,993.00)	(5,900.85)	(110,893.85)	historically negative balance
Anniversary (274)	-	660.00	660.00	
ARPA Funds (290)	136,129.00	-	136,129.00	
North Shore Court (275)	(103,860.00)	(120,099.21)	(223,959.21)	historically negative balance
	1,284,262.00	189,362.48	1,473,624.48	
TOTAL	10,042,174.21	2,370,080.14	12,412,254.35	

*Current Assets - Current Liabilities = Net Current Assets

**Revenue-Expenditure=Net of Revenues & Expenditures

***Cash balance

<u>Revenue</u>	<u>March 2026</u>	<u>Year to Date</u>	<u>Percent Budget</u>
General Fund	200,057.82	6,971,770.64	40.55%
Proprietary Funds			
Water (900)	870,881.72	887,363.81	20.03%
Sewer (201)	615,446.00	615,446.00	24.36%
Stormsewer (250)	536,617.28	536,617.28	45.14%
TOTAL	<u>2,022,945.00</u>	<u>2,039,427.09</u>	
Special Revenue Funds			
Environmental (260)	211,346.81	211,346.81	373.31%
Police Acquisition (204)	-	-	0.00%
Crime Prevention (205)	928.99	1,791.75	5.40%
Refuse & Recycling (221)	80.00	113,051.56	10.77%
Hotel (244)	37,453.71	158,598.80	15.44%
Special Events (247)	155.87	24,442.49	28.76%
Health & Human Services (248)	22,274.08	512,430.36	48.99%
REM Park (270)	350.00	26,468.95	13.14%
Anniversary (274)	240.00	660.00	0.00%
ARPA Funds (290)	-	-	0.00%
North Shore Court (275)	13,421.59	150,660.58	11.74%
TOTAL	<u>286,251.05</u>	<u>1,199,451.30</u>	



Business Review

Glendale, WI

April 6, 2026

Our Partnership

We currently provide the following services to City of Glendale

- Building, Electrical, Mechanical and Plumbing Inspections
- Permit Technician Services
- Plan Review Services
- Zoning Services

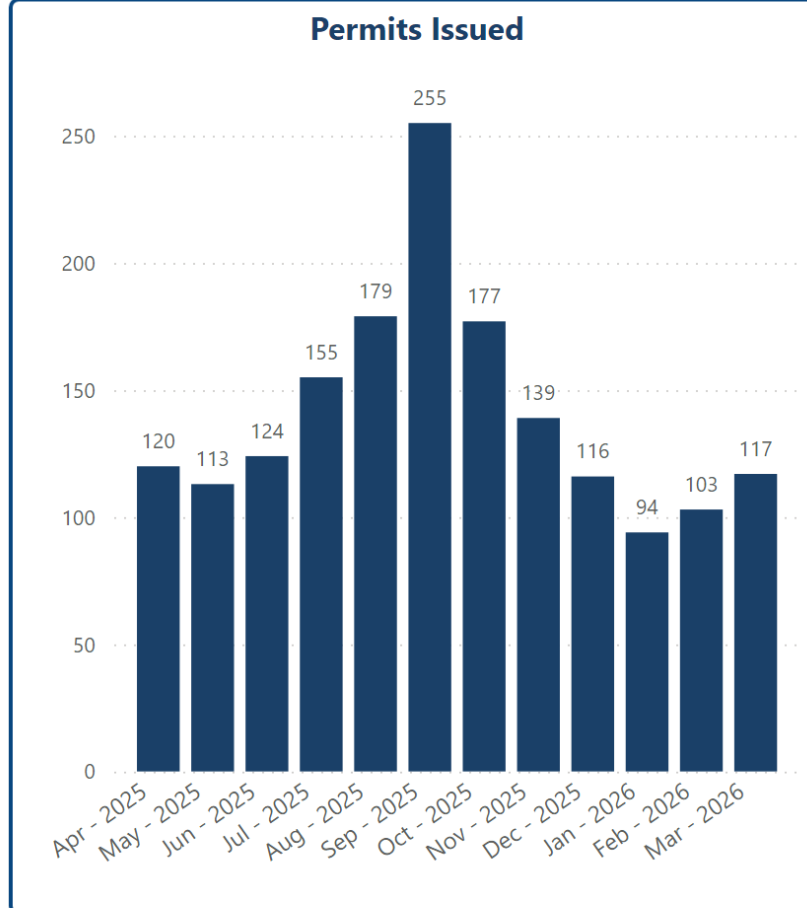


Account Manager	Account Name	Month	Source	Service Category
Alan Greene	Glendale, WI, City of	Multiple selections	All	All

Permits Issued

1,692

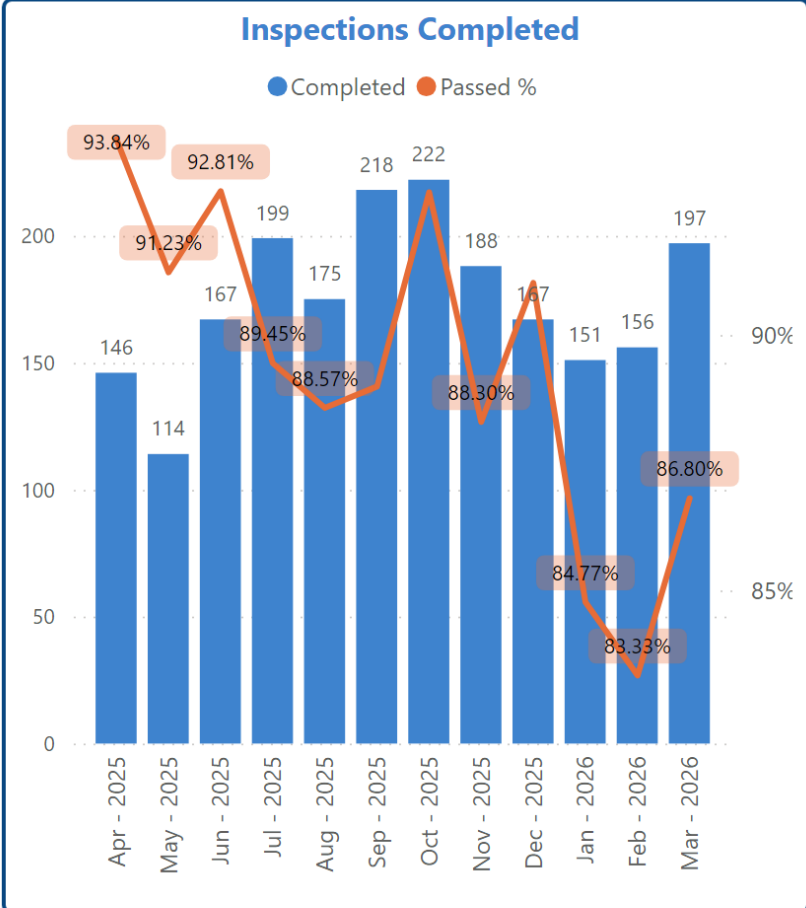
Permits Issued



Inspections Completed

2,100

Inspections Completed



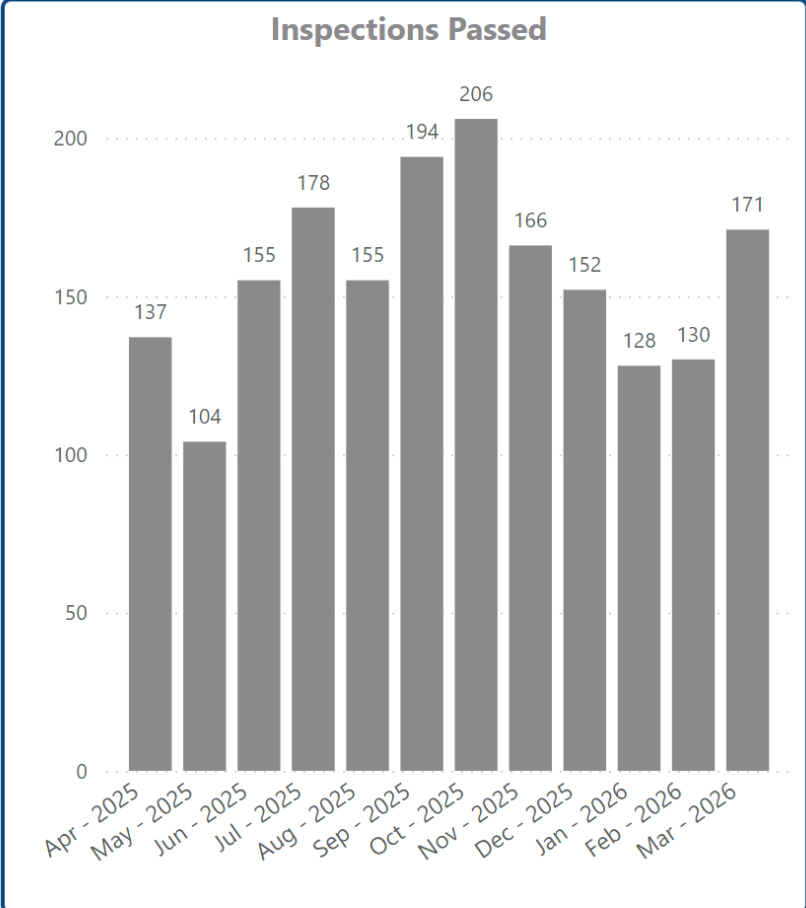
Inspections Passed

1,876

Inspections Passed %

89.33%

Inspections Passed



Note: Inspections Passed and Inspections Passed % : based on whole inspections passed, excludes partial pass.
Passed % = Whole Passed Inspections / Total Inspections

Account Manager

Account Name

Month

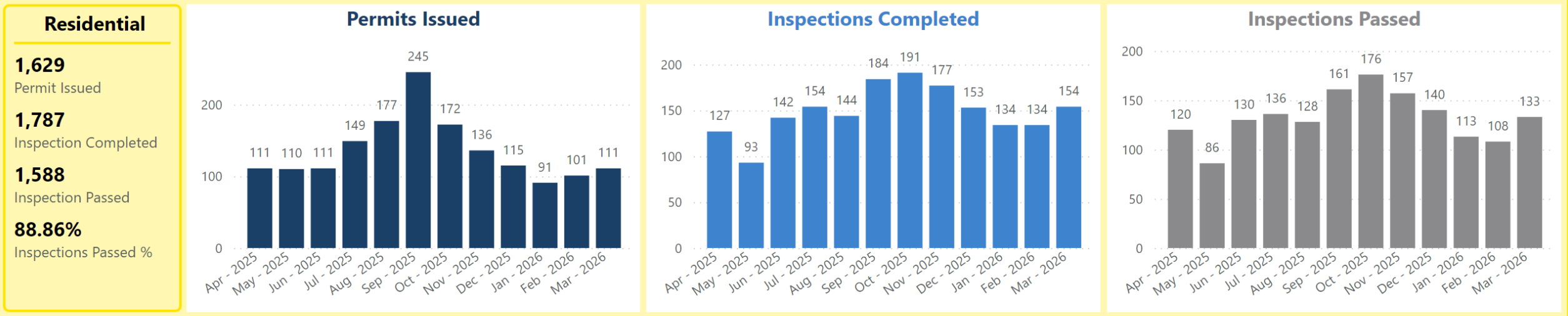
Source

Alan Greene

Glendale, WI, City of

Multiple selections

All



Account Manager

Account Name

Month

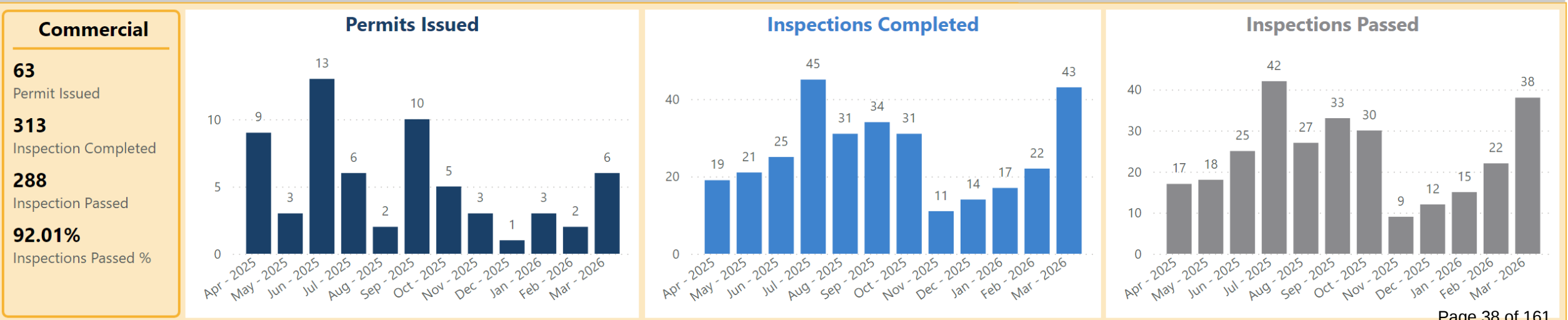
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Alan Greene

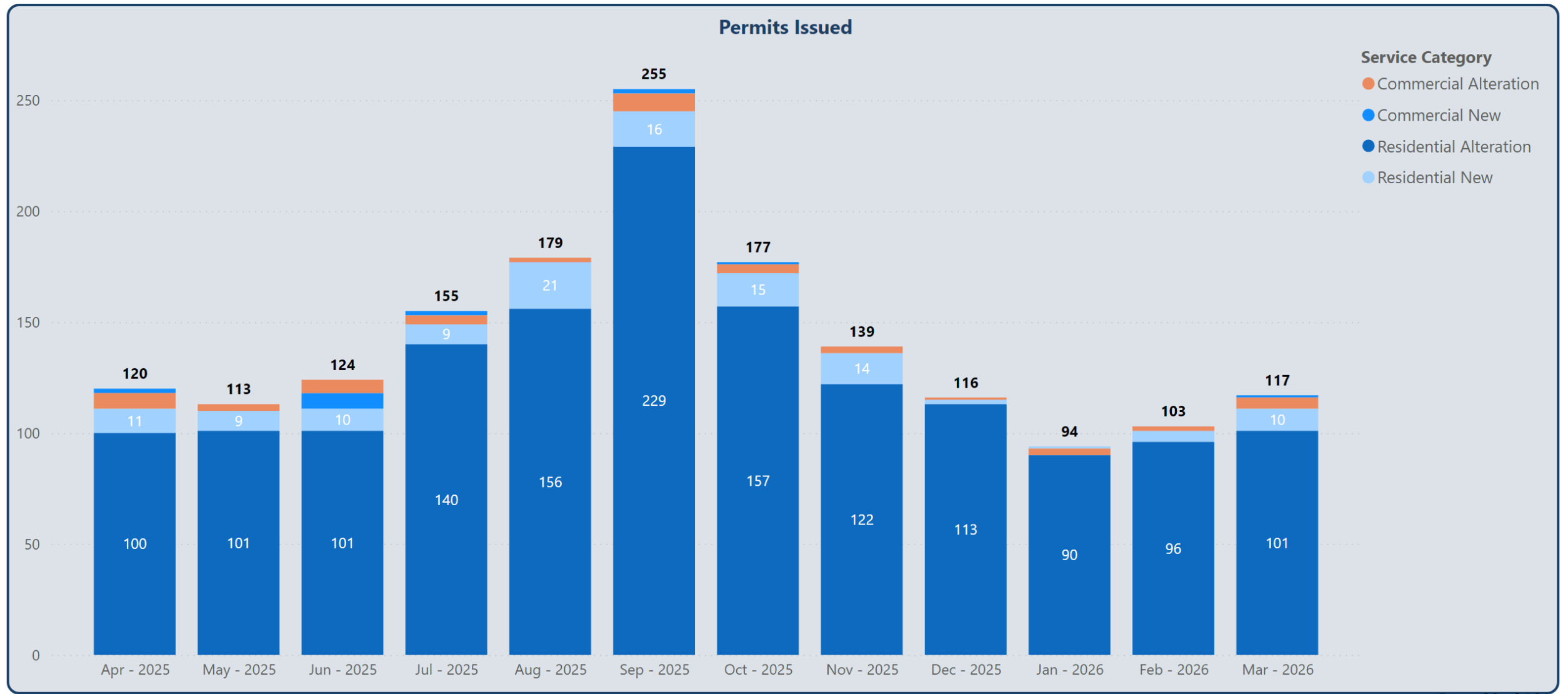
Glendale, WI, City of

Multiple selections

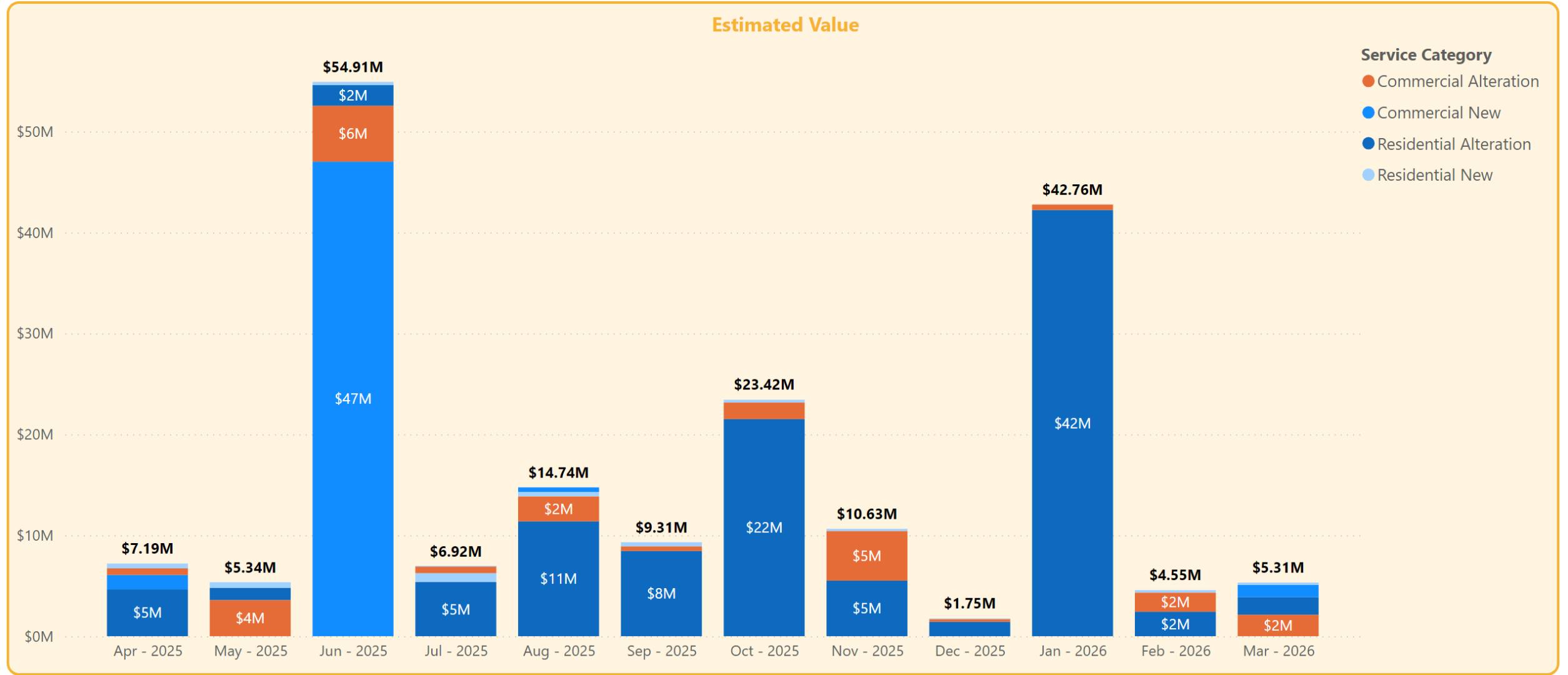
All



Account Manager	Account Name	Month	Source	Service Category
Alan Greene	Glendale, WI, City of	Multiple selections	All	All



Account Manager	Account Name	Month	Source	Service Category
Alan Greene	Glendale, WI, City of	Multiple selections	All	All



Account Manager

Account Name

Month

Source

Service Category

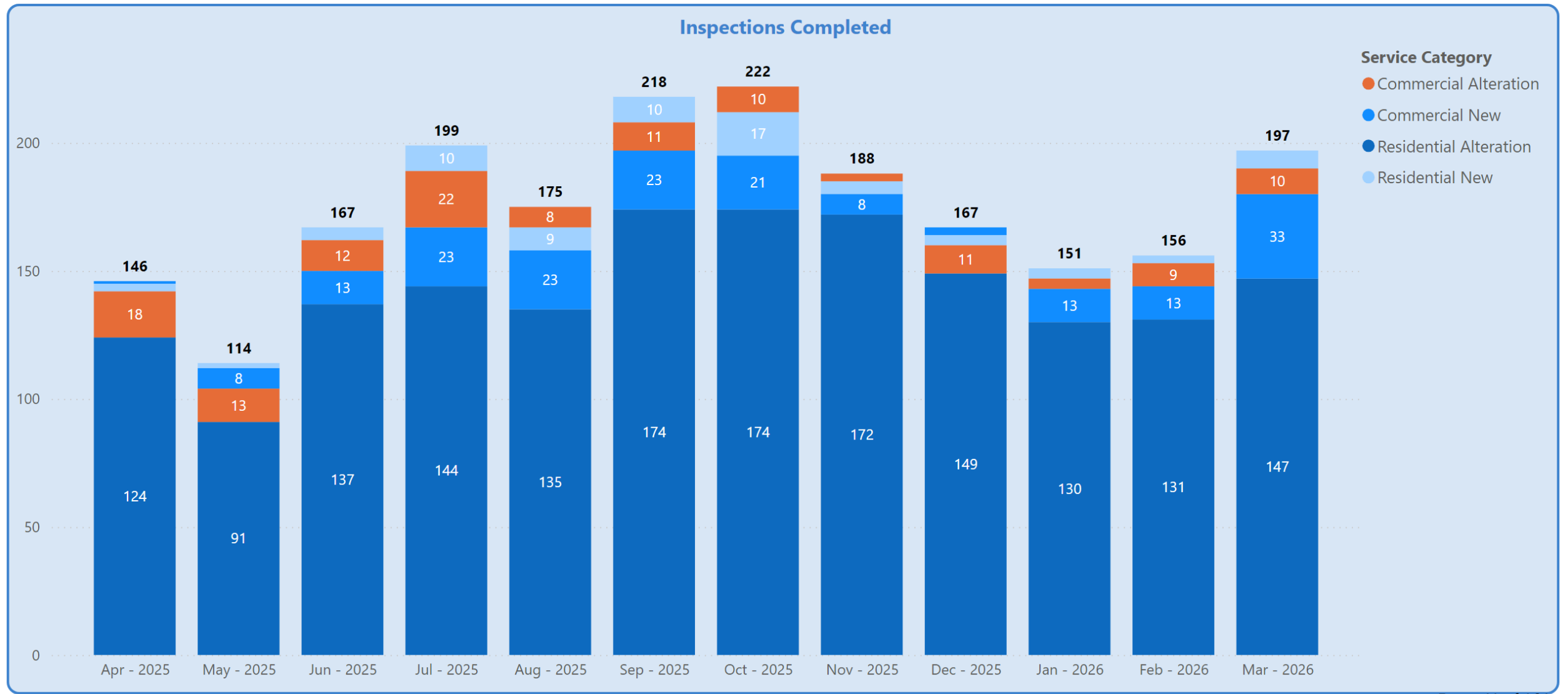
Alan Greene

Glendale, WI, City of

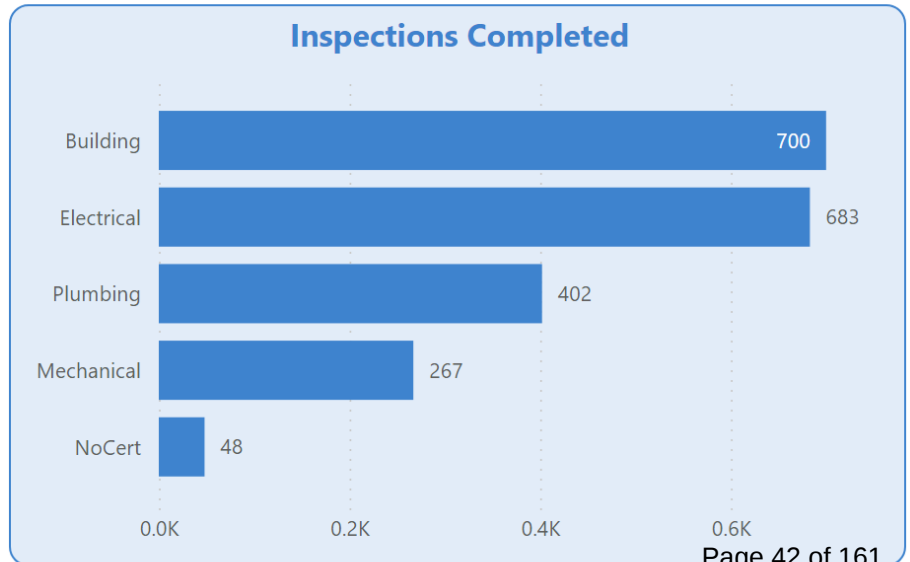
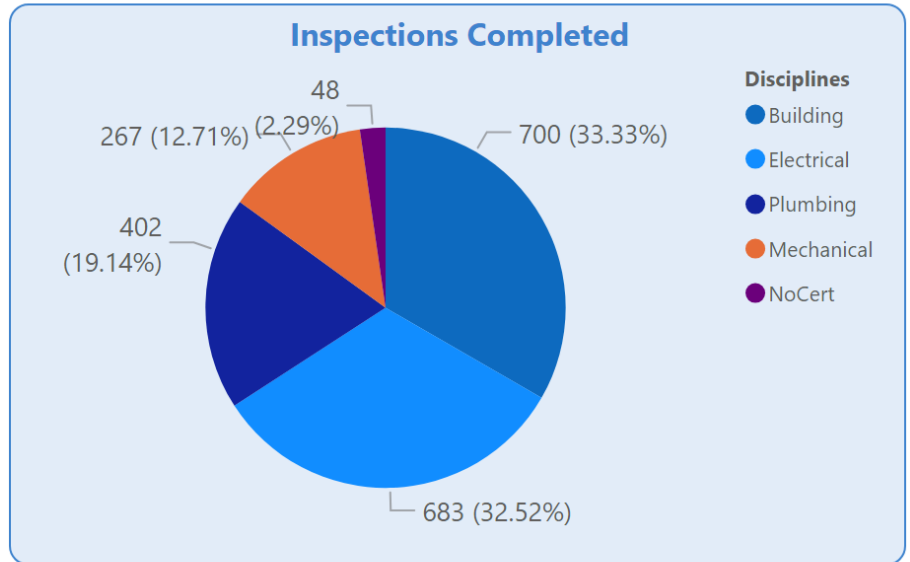
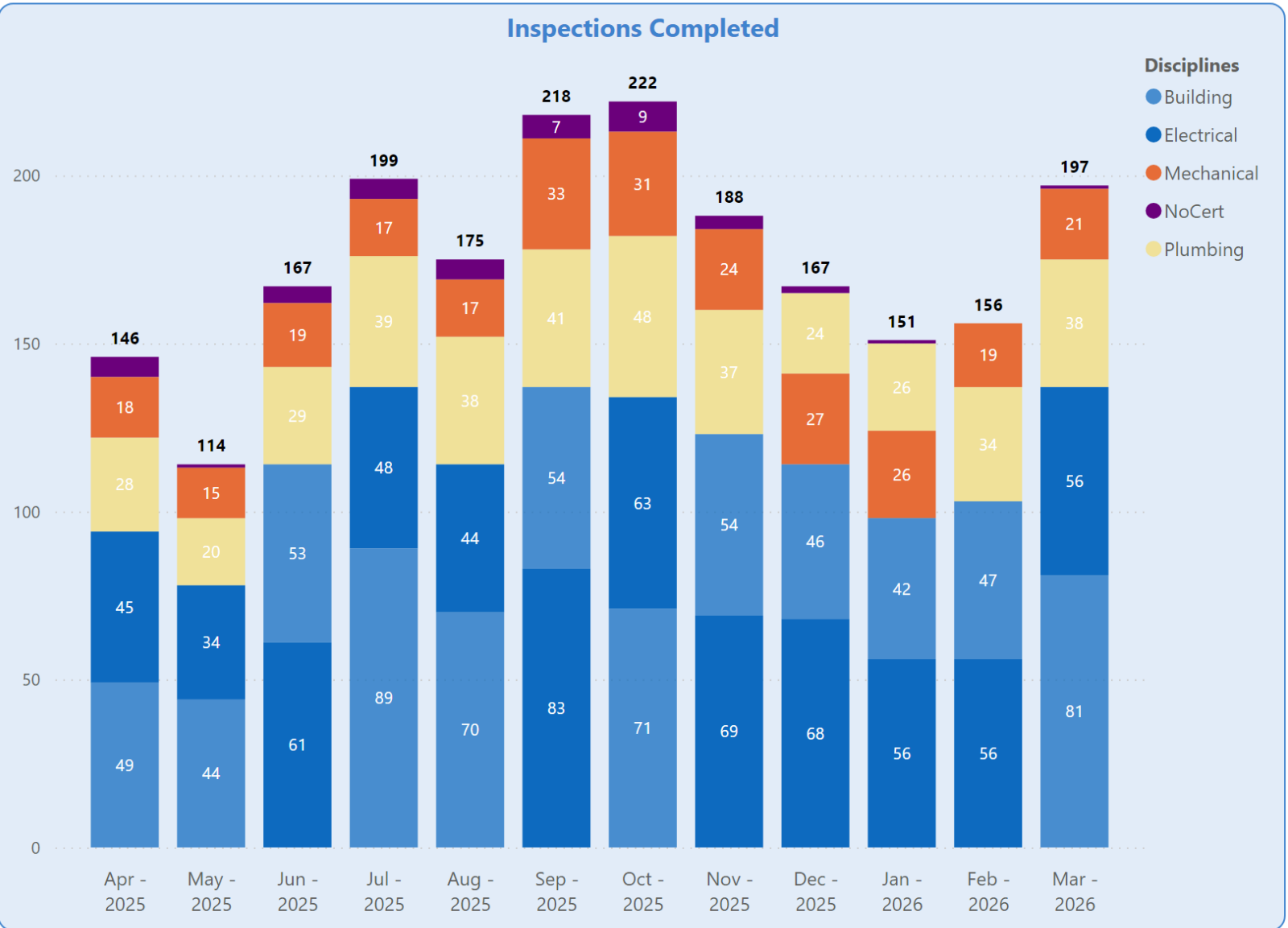
Multiple selections

All

All



Account Manager	Account Name	Month	Source	Service Category
Alan Greene	Glendale, WI, City of	Multiple selections	All	All



Account Manager

Account Name

Month

Source

Alan Greene

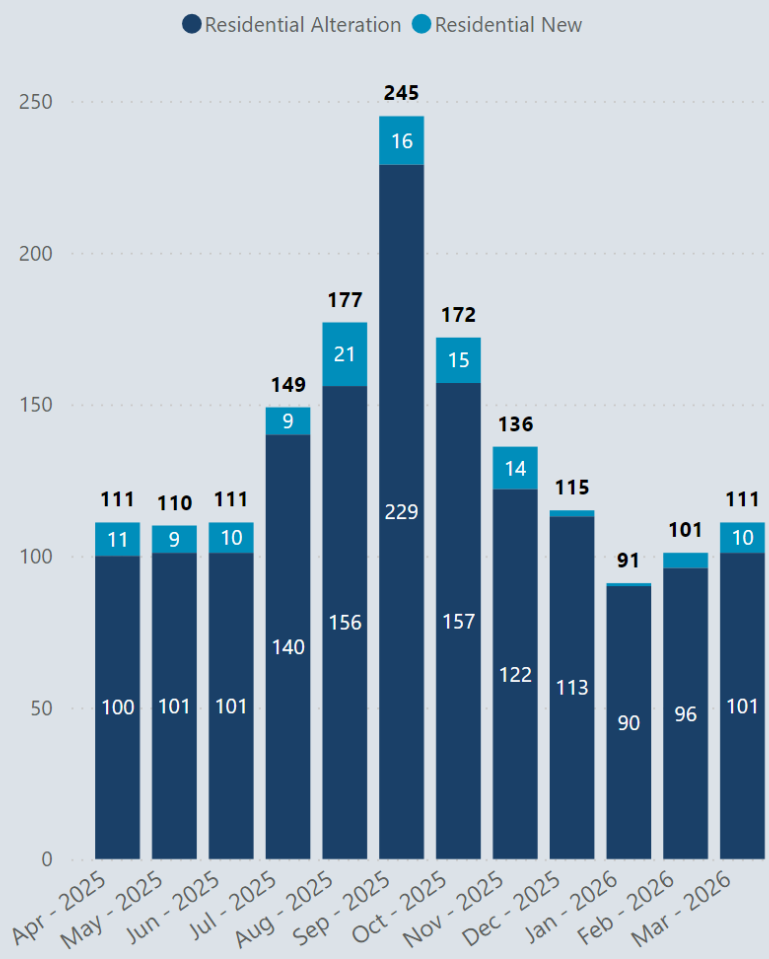
Glendale, WI, City of

Multiple selections

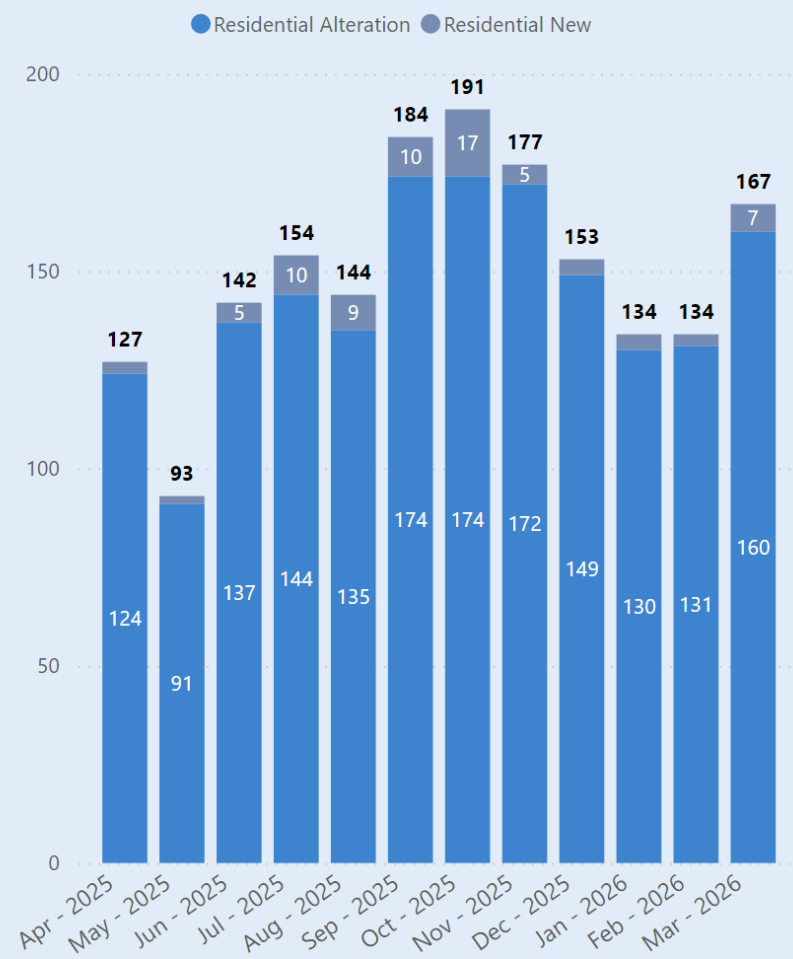
All

Residential

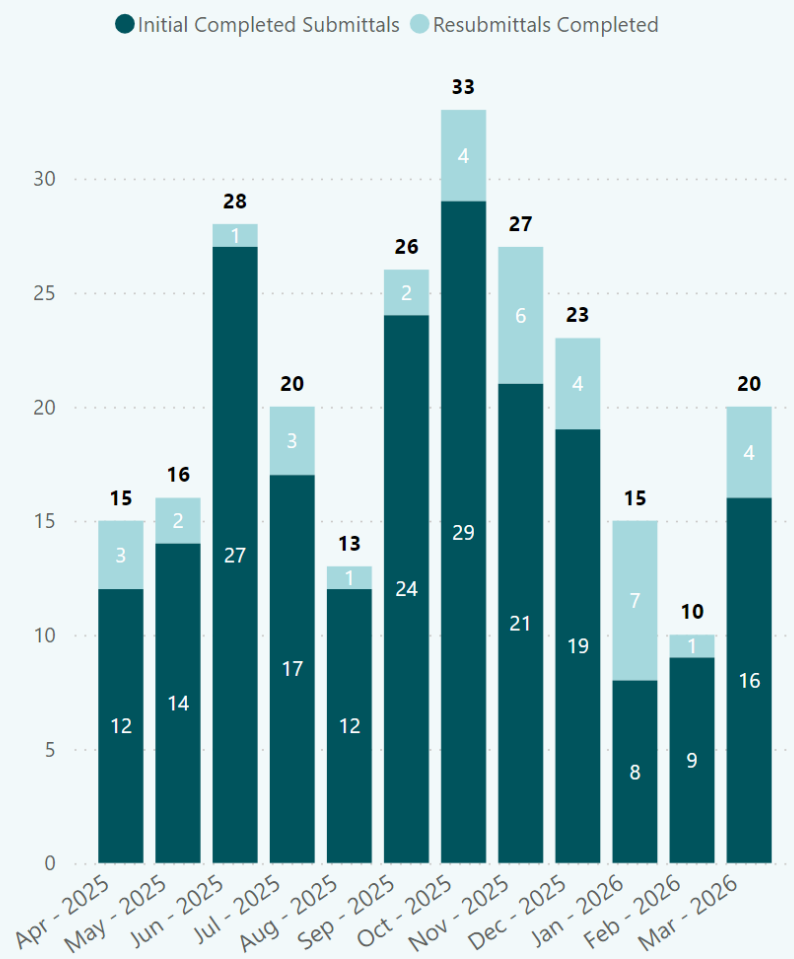
Permits Issued



Inspections Completed



Submittals Completed



Account Manager

Account Name

Month

Source

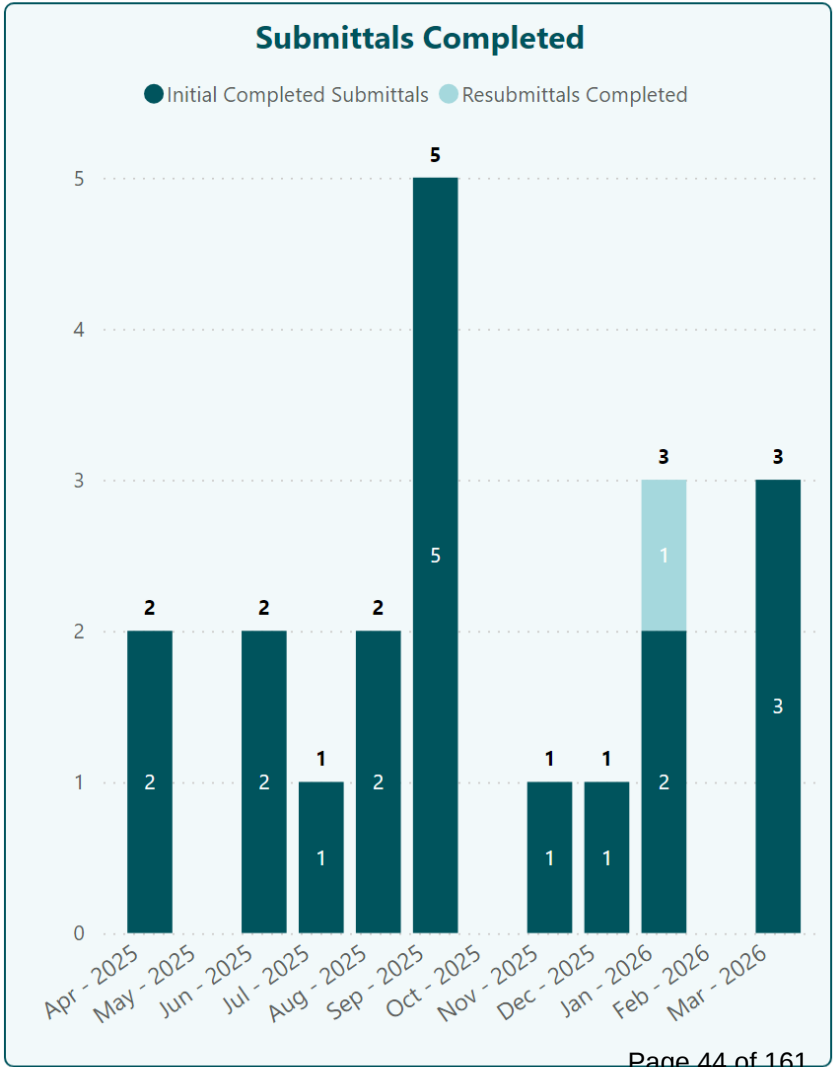
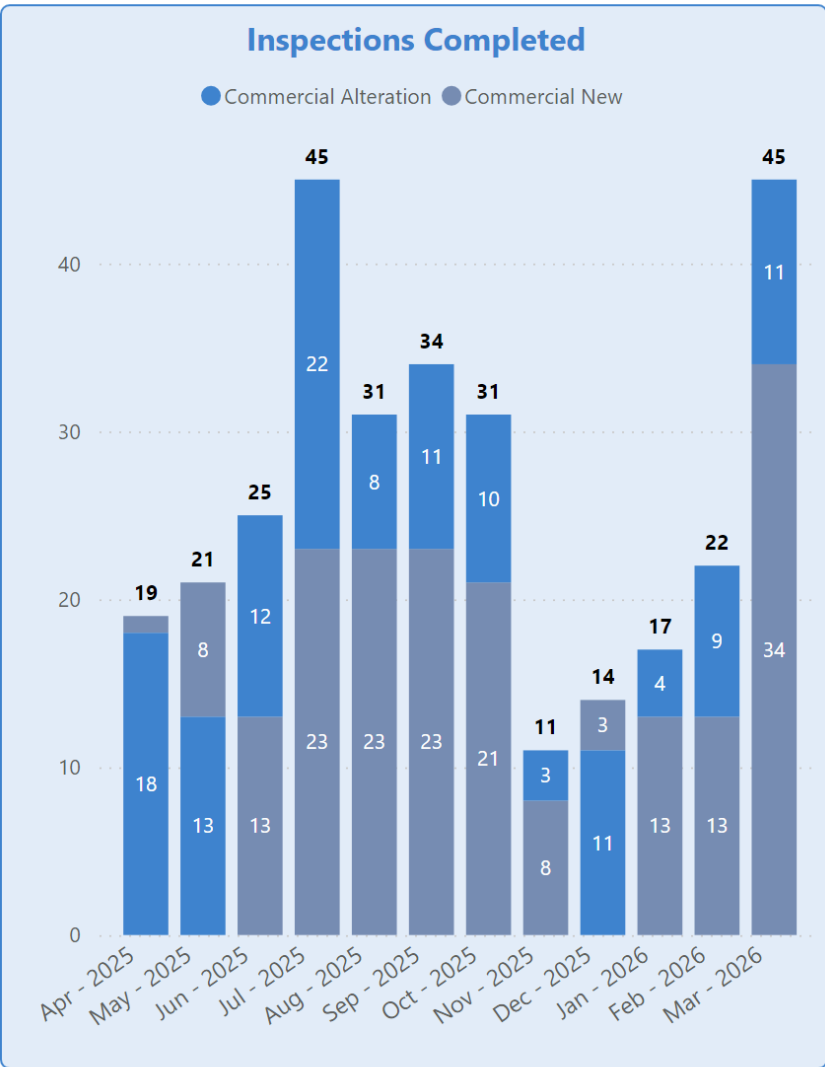
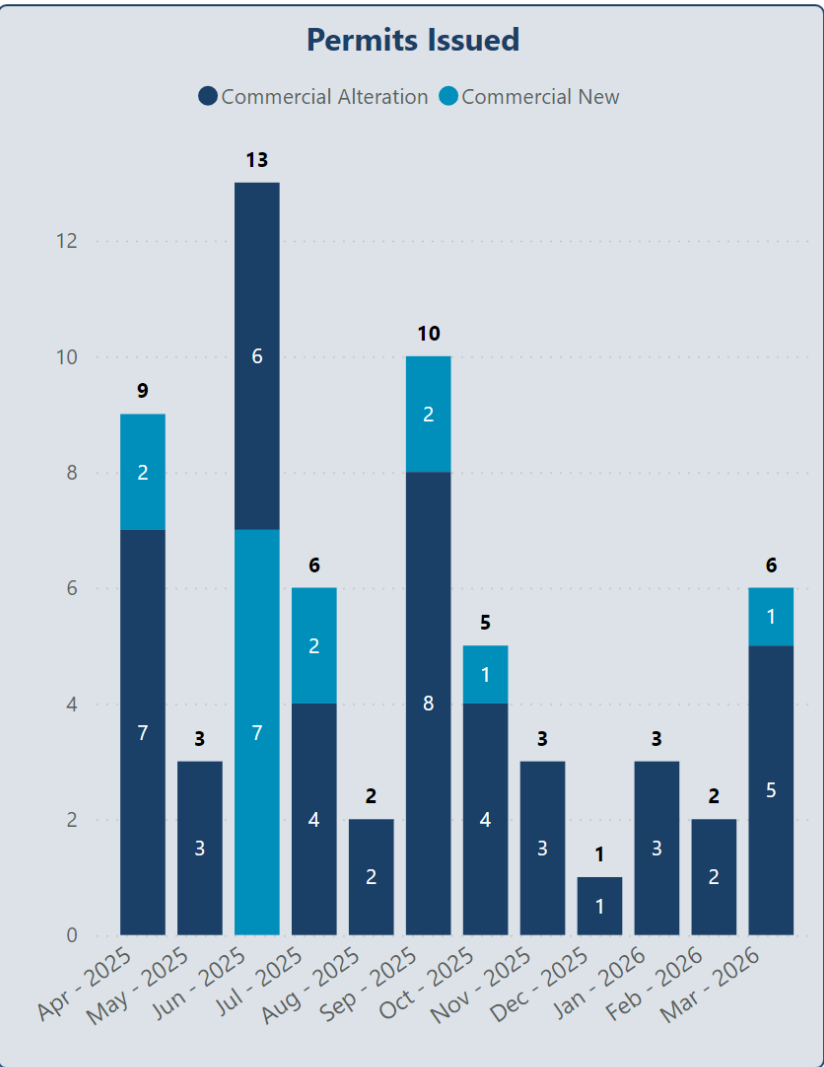
Alan Greene

Glendale, WI, City of

Multiple selections

All

Commercial



Category Group Calculated	Permit Issued	Inspection Completed	Inspections Whole Passed	Inspections Part Passed	Inspections Passed %	Inspeccions Whole Failed	Inspections Failed Code Violation	Inspections Failed Not Present	Inspections Failed Not Ready	Inspections Failed Other
⊕ Residential	1,629	1,787	1,542	46	88.86%	199	118	131	149	0
⊕ Commercial	63	313	265	23	92.01%	25	12	24	14	0
Total	1,692	2,100	1,807	69	89.33%	224	130	155	163	0



CITY OF GLENDALE
5909 North Milwaukee River Parkway
Glendale, WI 53209
MINUTES- Common Council

Monday, April 13, 2026

6:00 PM

1. Roll Call and Pledge of Allegiance

Roll Call: Present: Mayor Kennedy, Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw

Other Officials Present: Deputy City Administrator Jessica Ballweg via zoom, City Attorney Nathan Bayer, Chief of Police Rhett Fugman, City Administrator Assistant Ben Polony, Director of City Services Charlie Imig and City Clerk Marcy Granger

2. Public Comment

Glendale residents, business owners, and property owners are invited to speak to the Council on items that are not on tonight's agenda but are within the City's ability to regulate or control.

None.

3. Consent Agenda

Motion by Ald. Daugherty, second by Ald. Shaw to approve the Consent Agenda. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw Noes: None. Absent: None. Motion passed.

- a. March 23, 2026, Common Council Meeting Minutes
- b. *Proclamation* — Recognizing May 3 through May 9, 2026, as Municipal Clerk's Week
- c. Approval: Accounts Payable
- d. Cancellation of the May 25 and December 28, 2026, Common Council Meetings

4. New Business

The public may speak to the Council prior to the beginning of deliberations on these items, provided they have notified their respective Alderperson or the Mayor in advance of this meeting.

- a. Review and Possible Action: *Proclamation* - Honoring Alderman Phillip Bailey for his

years of service to the City of Glendale

Moved by Ald. Shaw, second by Ald. Vukovic to present Alderman Phillip Bailey with a Proclamation. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None, Absent: None. Motion passed.

- b. Review and Possible Action: *Approval* - Employee Handbook Updates

Moved by Ald. Gelhard, second by Ald. Bailey to layover until the next meeting. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Absent: None. Motion passed.

- c. Review and Possible Action: *Authorization to Execute* — Distinctive Collections Gift In Kind Acknowledgment and Receipt with the University of Wisconsin, Milwaukee

Moved by Ald. Vukovic, second by Ald. Gelhard to Authorize executing Distinctive Collections Gift in Kind Acknowledgment and Receipt with the University of Wisconsin, Milwaukee. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes.: None. Absent: None. Motion passed.

- d. Review and Possible Action: *Budget Amendment* — General Fund, Public Works for Salt for \$70,000

Moved by Ald. Daugherty, second by Ald. Schmelzling to approve a Budget Amendment to the General fund, Public Works for Salt, for \$70,000. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Absent: None. Motion passed.

- e. Review and Possible Action: *Resolution 2026-07* - Endorsing HR 5356 and Urging Congress to Establish a National Infrastructure Bank

Moved by Ald. Vukovic, second by Ald. Shaw to approve Resolution 2026-07 Endorsing HR 5356 and Urging Congress to Establish a National Infrastructure Bank. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes.: None: Absent: None. Motion passed.

- f. Review and Possible Action: *Resolution 2026-08* — Expressing Concern for the WE Energies' Request for a 14% increase in Residential Electric Rates.

Motion by Ald. Bailey, second by Ald. Vukovic to approve Resolution 2026-08 Expressing Concern for the WE Energies' Request for a 14% increase in Residential Electric Rates. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Absent: None. Motion passed.

- g. Review and Possible Action: *Resolution 2026-09* — Resolution Adopting the 2025 Milwaukee County Hazard Mitigation Plan for the City of Glendale

Motion by Ald. Schmelzling, second by Ald. Gelhard to approve Resolution 2026-09 Adopting the 2026 Milwaukee County Hazard Mitigation Plan for the City of Glendale. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Absent: None. Motion passed.

- h. Review and Possible Action: *Ordinance 2026-04-02 - 10.1.14* - Amending Schedule D of Glendale Ordinance

Motion by Ald. Daugherty, second by Ald. Gelhard to approve Ordinance 2026-04-02 10.1.14 Amending Schedule D "Vehicles Required to Stop" of Glendale Ordinance Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Absent: None. Motion passed.

- i. Review and Possible Action: *Resolution 2026-10* — Adding a Stop Sign at Brentwood Lane at Clovernook and Memorializing all Previously Approved Stop Signs in Chapter 10, Schedule "D".

Motion by Ald. Gelhard, second by Ald. Daugherty to approve Resolution 2026-10 Adding a Stop Sign at Brentwood Lane at Clovernook and memorializing all previously approved stop signs in Chapter 10, Schedule "D" Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Absent: None. Motion passed.

- j. Review and Possible Action: *Ordinance 2026-04-01* - Amending Section 15.6.4, Definitions, Repealing and Replacing Section 15.6.9 Permitted Signs by Use, and 15.6.10 Permitted Signs by Definition and Requirements Subsections (a) through (m)

Motion by Ald. Gelhard, second by Ald. Vukovic to approve Ordinance 2026-04-01 amending Section 15.6.4, Definition, Repealing and Replacing Section 15.6.9 Permitted Signs by Use, and 15.6.10 Permitted Signs by Definition and Requirements Subsections (a) through (m) Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Absent: None. Motion passed.

5. Commission, Committee, Board, and Staff Reports

This is an Opportunity for Council Members to Report on their Respective Committees, Commissions, Boards of which they serve as a Member and for Staff and Administrator updates.

City Clerk Marcy Granger thanked the Department of Public Works and all staff for helping with the power outage on Election Day. The voters were only impacted for 10 minutes until the generators started. The power was restored around 11:00am. Chief Rhett Fugman stated the migration out of the Police Department has begun. Ald. Daugherty stated "hats off" to Charlie and the staff in the Department of Public Works. Ald. Bailey Thanked all for the 4 years he has been here, and he will only be about a mile away. Mayor Kennedy attached the ICC meeting and discussed the Library Systems and costs incurred for circulation of items between libraries. The City Staff had the March Madness pool, the winner would receive lunch from Karl — and Karl was the winner.

6. Adjournment

Motion by Ald. Bailey, second by Ald. Shaw to adjourn at 7:10pm. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Absent: None. Motion passed.

Marcy Granger
City Clerk



CITY OF GLENDALE
5909 North Milwaukee River Parkway
Glendale, WI 53209
MINUTES- Common Council

Monday, April 13, 2026

6:00 PM

1. Roll Call and Pledge of Allegiance

Roll Call: Present: Mayor Kennedy, Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw

Other Officials Present: Deputy City Administrator Jessica Ballweg via zoom, City Attorney Nathan Bayer, Chief of Police Rhett Fugman, City Administrator Assistant Ben Polony, Director of City Services Charlie Imig and City Clerk Marcy Granger

2. Public Comment

Glendale residents, business owners, and property owners are invited to speak to the Council on items that are not on tonight's agenda but are within the City's ability to regulate or control.

None.

3. Consent Agenda

Motion by Ald. Daugherty, second by Ald. Shaw to approve the Consent Agenda. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw Noes: None. Absent: None. Motion passed.

- a. March 23, 2026, Common Council Meeting Minutes
- b. *Proclamation* — Recognizing May 3 through May 9, 2026, as Municipal Clerk's Week
- c. Approval: Accounts Payable
- d. Cancellation of the May 25 and December 28, 2026, Common Council Meetings

4. New Business

The public may speak to the Council prior to the beginning of deliberations on these items, provided they have notified their respective Alderperson or the Mayor in advance of this meeting.

- a. Review and Possible Action: *Proclamation* - Honoring Alderman Phillip Bailey for his

years of service to the City of Glendale

Moved by Ald. Shaw, second by Ald. Vukovic to present Alderman Phillip Bailey with a Proclamation. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None, Absent: None. Motion passed.

- b. Review and Possible Action: *Approval* - Employee Handbook Updates

Moved by Ald. Gelhard, second by Ald. Bailey to layover until the next meeting. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes: None. Absent: None. Motion passed.

- c. Review and Possible Action: *Authorization to Execute* — Distinctive Collections Gift In Kind Acknowledgment and Receipt with the University of Wisconsin, Milwaukee

Moved by Ald. Vukovic, second by Ald. Gelhard to Authorize executing Distinctive Collections Gift in Kind Acknowledgment and Receipt with the University of Wisconsin, Milwaukee. Ayes: Ald. Vukovic, Ald. Daugherty, Ald. Gelhard, Ald. Bailey, Ald. Schmelzling, Ald. Shaw. Noes.: None. Absent: None. Motion passed.

- d. Review and Possible Action: *Budget Amendment* — General Fund, Public Works for Salt for \$70,000

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Marcy Granger
City Clerk



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Employee Handbook Updates

FROM: Karl Warwick, City Administrator

MEETING: April 27, 2026, Common Council Agenda

MEETING DATE: April 27, 2026

FISCAL SUMMARY:

STATUTORY REFERENCE:

BACKGROUND & ANALYSIS:

City staff had the labor council review the proposed amendments to the Employee Handbook. He concurred with the staff's recommendation. He recommended adding the phrase underlined and bolded below. The update has been added to the Employee Handbook for consideration. All other sections updated were not recommended for modification.

Workplace Recording Policy: Unauthorized recording of conversations, meetings, or workplace activities can undermine trust, confidentiality, and operational effectiveness. While Wisconsin law permits individuals to record conversations with the consent of at least one participant, employees are prohibited from making recordings in the workplace without prior notice to all parties and the City Administrator's or Chief of Police's approval. **By way of example, and without limitation,** recording is strictly prohibited in the following circumstances: in areas where individuals have a reasonable expectation of privacy, during discussions involving confidential personnel, medical, or legal information, during active investigations or disciplinary proceedings, and when such recording would violate confidentiality obligations or applicable laws. Employees may not use recordings in a manner that disrupts operations, harasses others, or discloses confidential or protected information. Police officials are permitted to make

recordings that follow applicable laws and operating procedures set by the Department and State Law. The City may place recording devices in certain public and employee areas to ensure public and City employee safety.

RECOMMENDATION: Approve the Glendale Employee Handbook

ACTION REQUESTED: Motion to approve the Glendale Employee Handbook.

ATTACHMENTS:

Final Amended Employee Handbook 2026 Amended



CITY OF GLENDALE

EMPLOYEE HANDBOOK

Approved: April 27, 2026

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Employee Acknowledgement
City Separation Agreement
Employee Assistance Program
Organizational Chart

I. INTRODUCTION

A. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

The City desires to be a cohesive, effective, and efficient place of employment with a group of employees who produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, customers, and residents. All employees are required to comply with all applicable Council policies, work rules, job descriptions, terms of this *Handbook*, and legal obligations.

Employees are expected to comply with the standards of conduct established in Council policies, this *Handbook*, and any other relevant policies, regulations, and employment guidelines. This Handbook establishes policies, regulations, and guidelines that are expected to be met, and violations may result in disciplinary action as outlined.

Employment practices described here are for informational purposes only and are not intended to be an exhaustive list of all employment expectations that may be found in other applicable Council policies, work rules, job descriptions, terms of this *Handbook*, and legal obligations. None of the statements, policies, procedures, rules, or regulations contained in this Handbook constitutes a guarantee of any other rights or benefits, or a contract of employment, express or implied. Employment with the City is "at will" except for protective service employees.

The Common Council may modify or change the Handbook at any time. This Handbook supersedes all previous handbooks, statements, contracts, policies, procedures, rules, or regulations given to employees, whether verbal or written.

If any part of this Handbook conflicts with a collective bargaining agreement, the agreement will supersede this Handbook.

B. PURPOSE AND SCOPE

This Handbook documents a system of personnel administration developed to meet the City of Glendale's organizational and personnel employment needs.

Fair treatment of employees in all aspects of personnel administration shall be provided and shall be based solely on consideration of merit factors, except where physical requirements constitute a bona fide occupational qualification.

C. MISSION STATEMENT

The mission of the City of Glendale is to provide quality services to its customers, the "citizens and commerce of Glendale." These services promote safety, quality, and growth. The City seeks to build positive, lasting relationships with its citizens and to ensure growth by being responsive to the City's changing needs.

The City intends to provide a work environment in which people, our most important asset, can participate in reaching desired goals and objectives and take pride in personal and City achievements.

D. RESPONSIBILITY OF THE CITY

All Wisconsin employers, including municipalities, are given broad authority to manage their operations and functions. These rights include, but are not necessarily limited to the following:

- Prescribing and administering rules and regulations essential to accomplishing the services desired by the City Administrator, City Management Team, and the City Council;
- Managing and supervising all employees;
- Hiring, promoting, transferring, assigning, and retaining employees;
- Taking necessary disciplinary action deemed appropriate by the City;
- Maintaining the efficient operations entrusted to the City;
- Determining the methods, means, and personnel by which such operations are to be conducted;
- Establishing the kinds and amounts of services to be performed and the employees who perform those services.

The above rights may be limited by the laws of the State of Wisconsin and the United States of America. Many of these laws are referenced in other portions of this Handbook.

E. CHAIN OF COMMAND

Purpose: The Operation of any government agency depends on an effective chain of command, and the City of Glendale is no exception.

City Common Council: The ultimate decision-making authority for policy in the City of Glendale resides, by law, with the City Common Council (elected officials) under the leadership of the Mayor.

City Administrator: The City Administrator is an employee of the City who is appointed by the Common Council. The City Administrator is the City's chief executive officer. As head of City Administration, the City Administrator is authorized to exercise all the executive and general administrative powers granted under Section 64.11, Wis. Stats.

Management Structure: The Management Structure shall be as indicated in the Organizational Chart located in the Employee Handbook.

This system establishes orderly lines of organization and communication as management personnel unite with City employees to promote and deliver effective services to the community.

The City Administrator is responsible for the development, supervision, and operation of the City and its personnel and facilities. Employees have an obligation to assist the City Administrator in providing professional advice to the Common Council. The City Administrator is generally given the autonomy to determine the best practices for implementing the Common Council's policy decisions.

All employees and supervisors shall be responsible to the Common Council through the City Administrator. Each shall refer matters requiring administrative attention to his/her supervisor, who shall refer such matters to the next higher authority, when necessary, and through the City Administrator to the Common Council.

II. WORKPLACE ENVIRONMENT

A. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City is an equal opportunity employer. Personnel administration in the City shall be conducted so as not to discriminate on the basis of age, race, creed, color, sex, pregnancy, sexual orientation, national origin, disability, political affiliation, handicap, marital status, ancestry, citizenship, arrest or conviction record, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin, use or nonuse of lawful products off City premises during non-working hours, or any other reason prohibited by state or federal law. This policy shall apply to all aspects of employment, including, but not limited to, hiring, placement, assignment, formal and informal training, seniority, transfer, promotion, lay-off, recall, or termination. Similarly, all salaries, wages, benefit programs, and personnel policies shall be administered in conformity with this policy.

The City is responsible for overseeing the equal employment opportunity policy and investigating discrimination complaints.

If an employee believes that an act of discrimination has occurred, the employee may file a discrimination claim under the complaint procedure outlined.

B. FAIR LABOR STANDARDS ACT

The City complies with Federal and State laws regarding minimum wage and overtime pay. Notification of rights under the FLSA is posted in each building and is available in the human resources office.

C. AMERICANS WITH DISABILITIES ACT (ADA)/WISCONSIN FAIR EMPLOYMENT ACT

Purpose: It is the intent of the City to provide employees with a bias-free work environment. The City, upon request, will provide reasonable accommodation in compliance with the law.

Policy: The City will ensure equal opportunities for employees with disabilities. A reasonable effort will be made to provide an accessible work environment and additional accommodation, including auxiliary aids and services. Employment practices (e.g., hiring, training, testing, transfers, promotions, compensation, benefits, terminations, etc.) will be administered in a manner that does not discriminate against employees with disabilities.

D. HARASSMENT AND DISCRIMINATION POLICY HARASSMENT, SEXUAL HARASSMENT AND DISCRIMINATION

Purpose: All City employees have the right to work in an environment where they are treated with respect and dignity and are free of all forms of harassment. The City will not tolerate, condone, or allow harassment by any employee or non-employee who conducts business with the City. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race, color, religion, national origin, disability, sex, arrest or conviction record, marital status, sexual orientation, membership in the military reserve, or use or nonuse of lawful products away from work and other protected categories under federal or state law.

Policy: The City is committed to maintaining an environment free from discrimination, harassment, and sexual harassment. In keeping with this commitment, the City prohibits any form of harassment and/or sexual harassment that violates this Policy. This Policy against Harassment and Policy Against

Sexual Harassment, as set forth in this Employee Handbook, prohibits harassment and/or sexual harassment by any City official(s), officer(s), or City employee(s).

Annually, all City officials, officers, and employees shall be required to complete a harassment and sexual harassment training program approved by the City Administrator. Upon completion of said training, the employee shall provide the certificate of completion to their supervisor, who shall place it in the employee's file and track employees who have completed this training. City official(s) and/or officer(s) shall provide the certificate of completion to the City Administrator or designee.

Policy Prohibiting Harassment: The City is committed to maintaining an environment free from discrimination and harassment. In keeping with this commitment, the City will not tolerate any form of harassment that violates this City Policy Against Harassment. This Policy Against Harassment, as set forth in this Personnel Policy Manual, prohibits harassment by or against any City employee, whether such City employee is a public officer or public official of the City.

Prohibited Conduct: This policy prohibits harassment or other workplace discrimination based on a person's protected status under state and federal law. This includes conduct, whether verbal, physical, or visual, that denigrates or shows hostility or aversion toward an individual based upon that person's race, gender, sexual orientation, age, color, religious affiliation, national origin, disability, ancestry, marital status, military status, or other legally protected status. The City will not tolerate harassing conduct that has the purpose or effect of interfering unreasonably with an individual's work performance, affecting an individual's tangible job benefits, or creating an intimidating, hostile, or offensive work environment.

The conduct forbidden by this policy specifically includes, but is not limited to:

1. Epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status; and/or
2. Written or graphic material circulated, available on the City's computer system, or posted or distributed within the workplace that shows hostility toward a person or persons because of their protected status.

The City discourages any such conduct in the workplace, and this policy prohibits harassment based on an individual's protected status, even if it does not rise to the level of a legal violation. Responsibilities of an Employee.

Everyone at the City can help ensure that this workplace is free from prohibited discrimination or harassment. Everyone is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment under this policy. Employees must inform others in the workplace whenever another person's conduct is unwelcome, offensive, inappropriate, or in poor taste. In addition, employees must report complaints about alleged problems or violations of this policy as soon as possible. Employees are expected to come forward promptly and report any problems pursuant to this policy before the alleged offending behavior becomes severe or pervasive. Complaints need not be limited to someone who was the target of the alleged offending conduct. Anyone who has observed an alleged policy violation is also required to report it. No employee or elected/appointed official is exempt from the requirements of this policy.

Procedure for Reporting an Allegation of Harassment: If an employee or other person covered by this policy experiences or witnesses any conduct that he or she believes is inconsistent with this policy, the City expects the person to promptly notify the City Administrator, an employee's supervisor, or department head. This may be done in writing or orally. Any supervisor or department director who receives a complaint or observes conduct that may violate this policy must immediately report the complaint or observation to the City Administrator and/or any member of the City Council. This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or discrimination.

City Response to Complaints of Harassment: All reports of conduct inconsistent with this policy will be investigated promptly. Persons who believe they have been subjected or exposed to discrimination or harassment prohibited by this policy have the right to have any such activity terminated immediately. The City may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place. The City will take further appropriate action once the report has been thoroughly investigated. That action may be a conclusion that a violation occurred, as explained immediately below. The City might also conclude, depending on the circumstances, either that no policy violation occurred or that it cannot determine whether one occurred.

If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, the City will take corrective action, including discipline up to and including termination, as is appropriate under the circumstances, regardless of the parties' job positions. The City may discipline an employee for any inappropriate conduct discovered during the investigation of reports made under this policy, regardless of whether the conduct constitutes a violation of law or even a violation of policy. If the person who engaged in harassment is not an employee of the City, then the City will take whatever corrective action is reasonable and appropriate under the circumstances.

Employees are encouraged to use the above complaint procedure(s) to report and resolve their complaints of harassment or retaliation. The City's policy provides for immediate notice of problems to the individuals listed above, so that the City may address and resolve any problems without waiting for legal proceedings to run their course.

Policy Against Retaliation: The City prohibits any person from treating any employee, former employee, applicant, or other person adversely for reporting harassment, for assisting another employee or applicant in making a report, for cooperating in a harassment investigation, or for filing an administrative claim with the EEOC or a state governmental agency. All persons who experience or witness any conduct they believe to be retaliatory should immediately follow the reporting procedures provided for in this section.

No City employee or City officer shall take any retaliatory action against any City employee due to a City employee's:

1. Disclosure or threatened disclosure of any violation of this Policy; or
2. The provision of information related to or testimony before any public body investigating, hearing or inquiry into any violation of this Policy; or
3. Assistance or participation in a proceeding to enforce the provisions of this Policy.

For the purposes of this Policy, retaliatory action means the reprimand, discharge, suspension,

demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any City employee that is taken in retaliation for a City employee's involvement in protected activity pursuant to this Policy.

No individual making a report will be retaliated against, even if the report is not substantiated in good faith. In addition, any witness will be protected from retaliation. Similar to the prohibition against retaliation contained herein, whistleblower protection is provided from retaliatory action, such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer, that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation;
2. Provides information to or testifies before any public body investigating, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee; or
3. Assists or participates in proceedings to enforce the provisions of the State Officials and Employees Ethics Act.

Confidentiality: In investigating allegations of harassment and imposing discipline, the City will attempt to preserve confidentiality to the extent permitted by the circumstances and the law.

Policy Prohibiting Sexual Harassment: It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct that affects individuals of all genders and sexual orientations. It is the policy of the City to prohibit harassment of any person by any City official, City agent, City employee, City department, or City office based on sex or gender. All City officials, City agents, City employees, and City departments or City offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

Definition of Sexual Harassment: Sexual Harassment is defined as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature, when:

1. Submission to such conduct is made a term or condition of an individual's employment, either explicitly or implicitly; or Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
2. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
3. Conduct which may constitute sexual harassment includes, but is not limited to:
 - a. Verbal Harassment: sexual innuendos, suggestive comments, insults, humor, jokes about: sex, anatomy, or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements of a sexual nature about other employees, even outside of their presence.

- b. Non-verbal Harassment: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls," "smacking" "kissing" noises.
- c. Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- d. Physical Harassment: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- e. Textual/Electronic Harassment: "sexting" (electronically sending messages with sexual content, including pictures or video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (email/text/picture/video messages, intranet/online postings, blogs, instant messages and posts on social network websites, like Facebook and Twitter).
- f. Physical assaults of a sexual nature included, but were not limited to, rape or sexual battery
- g. Unwanted sexual propositions or advances;
- h. Intentional physical conduct which is sexual in nature, such as touching, hugging, kissing, pinching, patting, grabbing, or intentionally brushing the body
- i. Insulting or suggestive sounds (for example, whistling, "catcalls", sexual innuendoes, or, suggestive body gestures, etc.)
- j. Inappropriate references or comments about a person's body or body parts
- k. Sexually oriented jokes that degrade men or women
- l. Cartoons, pinups, calendars, pictures, slogans, etc. of naked men or women or of a sexual nature;
- m. Repeated flirtations or sexual comments
- n. Turning work discussions into sexual topics
- o. Repeating insults against men or women
- p. Comments or behavior that promise benefits for sexual favors
- q. Pressuring a subordinate to go out on a date
- r. Denying a qualified individual job opportunity because of an unqualified individual's voluntary or coerced submission to sexual conduct with a superior
- s. Requiring an individual to submit to unwelcome sexual conduct to receive an employment opportunity
- t. Unwanted sexual advances, propositions, or other sexual comments, including but not limited to sexually oriented gestures, noises, remarks, innuendo, jokes, or comments or verbal abuse of a sexual nature. Also included are preferential treatment and promises of preferential treatment to a person for submitting to sexual conduct; and/or
- u. Sexual or discriminatory displays, publications, or communications anywhere in the City work place by City employees or others including but not limited to pictures, posters, calendars, graffiti, objects, reading materials, or other materials that are suggestive, demeaning, or pornographic and also, including but not limited to, any display, publications(s) or communications(s) made through the use of a computer, cell phone, personal digital assistant ("PDA"), or similar electronic device(s).

The City prohibits any such conduct in the workplace, and this policy prohibits harassment based on an individual's protected status, even if it does not rise to the level of a legal violation. The most severe

and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

Procedure for Reporting an Allegation of Sexual Harassment: An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including, but not limited to, the following:

1. **Electronic/Direct Communication:** If there is sexual harassment in the workplace, the harassed employee should directly and clearly express her/his objection to the conduct as unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be written in a note or memo.
2. **Contact with Supervisory Personnel:** At the same time, direct communication is undertaken; if the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, the City Administrator, or the Mayor.
3. The employee experiencing what she/he believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the City will not be presumed to have knowledge of the harassment.
4. **Resolution Outside the City:** The purpose of this policy is to establish prompt, thorough, and effective procedures for responding to every report and incident so that problems can be identified and remedied by the City. However, all City employees have the right to contact the Equal Employment Opportunity Commission (EEOC) for information on filing a formal complaint with the EEOC. A complaint with the EEOC must be filed within 300 days.
5. **Allegations of Sexual Harassment made against an elected official of the City by another elected official of the City:** In addition to the methods of reporting included above, an elected official may request an independent review of a complaint of sexual harassment by another elected official. The request shall be the City Administrator or the Mayor. The official receiving the request shall take immediate action in accordance with the City's procurement process to retain a qualified individual or entity to conduct an independent review of allegations of sexual harassment in violation of this policy. The outcome of the independent review shall be reported to the City Council.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time, and the location), including, but not limited to, written records such as letters, notes, memos, and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the City. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

Prohibitions on Retaliation for Reporting Sexual Harassment: No City official, City agent, City employee, City department, or City office shall take any retaliatory action against any City employee or official due to a City employee's or official's:

1. Disclosure or threatened disclosure of any violation of this policy; or
2. Providing information related to an investigation or testimony before any public body investigating, hearing or inquiry into any violation of this policy; or
3. Assistance with or participation in a proceeding to enforce the provisions of this policy.

For purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion, transfer, or change in the terms or conditions of employment of any City employee that is taken in retaliation for a City employee's or official's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against, even if the report is not substantiated in good faith. In addition, any witness will be protected from retaliation.

Consequences of a Violation of the Policy Against Sexual Harassment: In addition to any and all other discipline that may be applicable pursuant to City policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements, any person who violates the Prohibition on Sexual Harassment, may be subject to any applicable fines and penalties established pursuant to state law or federal law and applicable disciplinary actions up to and including termination by the City and any person who violates this policy may also be subject to disciplinary action up to and including termination by the City. Each violation may constitute a separate offense. Any discipline imposed by the City shall be separate and distinct from any penalty imposed by a court of law or a state or federal agency.

Consequences for Knowingly Making a False Report of Sexual Harassment: A false report is a report of sexual harassment made by an accuser to achieve an outcome other than stopping sexual harassment or retaliation for reporting it.

A false report is not a report made in good faith that cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to disciplinary action up to and including termination pursuant to applicable City policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

E. PRE-EMPLOYMENT PHYSICAL EXAMINATION

Policy: It is the policy of the City of Glendale to hire employees who can meet the physical requirements of the job for which they are being hired.

All applicants who are offered employment with the City of Glendale must complete a physical examination before commencing employment. This will be coordinated through the Human Resources Department with a health care professional chosen by the City, and at the City's expense.

All applicants must be certified by the health care professional chosen by the City as being able to perform the functions of the position being offered to be employed by the City.

Subsequent Testing: The City may require an employee at any time during the course of their employment to have a physical examination at City expense with reasonable notice, if in the opinion of the City the employee's health or physical condition presents a hazard to the employee, fellow employees, or the public; or if the employee's health or physical condition can reasonably be expected to present a liability to the City.

F. DRUG-FREE WORKPLACE ALCOHOL AND DRUG POLICY

Policy: The City of Glendale prohibits its employees from being under the influence of alcohol while on duty. Employees are also prohibited from possessing, using, or consuming alcoholic beverages on the property. Exemptions to the Policy are permitted for "social" events determined by the City Administrator, particularly for events and activities at Richard E. Maslowski Community Park and other City-sponsored special events. "Under the influence" is defined as any detectible amount of alcohol. Possession of alcohol does not apply to employees who store alcohol in their personal vehicles for consumption off premises.

The City of Glendale prohibits its employees from using, possessing, manufacturing, distributing, selling, or being mentally or physically impaired by any illegal drug during working hours, including lunch or other break periods, or while on City property, except as noted below. "Mentally or physically impaired" is defined as any detectible amount of an illegal drug. Illegal drugs include any "controlled substance" as defined by state and/or federal laws. Examples of such illegal drugs include, but are not limited to: marijuana, hashish, amphetamines, barbiturates, tranquilizers, narcotics, cocaine, and hallucinogens, such as LSD or PCP. The only exception to this policy is as follows:

The use of a "controlled substance" as prescribed by a medical or dental practitioner licensed to prescribe "controlled substances" shall not subject an employee to disciplinary action. If the employee reasonably expects that such use will affect his/her faculties in any way contrary to the safety or functioning of the employee, the employee should report such use to his/her supervisor.

Whenever an employee's supervisor has reasonable cause to believe that an employee is using and/or under the influence of alcohol or an illegal drug, the employee may be required to submit to a reasonable medical examination and may be referred to the City's EAP for further assessment. Any employee who refuses to submit to a reasonable medical examination or accepts a referral to the EAP for assessment may be subject to disciplinary action up to and including discharge.

Employees are strongly encouraged to refrain from all activities that may appear to conflict with the intent of this policy, such as consuming alcoholic beverages before normal working hours. The immediate benefits of adhering to this practice include achieving the highest level of employee performance and well-being.

An employee experiencing a problem with alcohol or drug use is encouraged to utilize the City's Employee Assistance Program. That program is designed to aid employees and their families in dealing with a wide range of personal problems, including alcohol or drug abuse/dependency. Employees will not be disciplined for participation in the Employee Assistance Program; however, if an employee engages in conduct that violates this policy regarding alcohol or other drug use, participation in the program will not excuse the employee from the disciplinary consequences of such conduct.

Violation of this policy will result in disciplinary action, up to and including termination for cause. The City will take appropriate personnel action against such an employee or require the employee to participate in a drug abuse assistance or rehabilitation program, depending on the circumstances.

An employee must notify the City of Glendale of any criminal conviction under a drug or alcohol statute that occurred in the workplace.

G. VIOLENCE IN THE WORKPLACE

Purpose: The City of Glendale is committed to providing a safe and secure workplace for its employees and a safe place of business for its customers.

Policy: The City will investigate allegations of any violent or intimidating behavior, gestures, or acts in the workplace, or of incidents involving the destruction of City property. All threats will be taken seriously, not dismissed as harmless joking, a mere personality issue, or just “blowing off steam.”

This policy applies to any form of workplace violence occurring on the worksite or involving City employees engaged in the performance of their work duties, whether on or off the worksite. Violence occurring at other locations involving City of Glendale employees will fall under this policy if it adversely affects the employee's interests.

This policy also applies to domestic violence situations where physical harm, threat of harm, or fear of harm creates a safety issue for any employee while conducting City of Glendale business. Domestic violence threats at work must be met with the same level of response as any other kind of threat.

Violence Defined: Workplace violence is any direct, conditional, or implied threat, intentional act, or other conduct which reasonably arouses fear, hostility, intimidation, or the apprehension of harm in its target witnesses, regardless of the location of such acts. This includes words or actions, which, by inducing fear, cause a person to do or refrain from doing an act (e.g. a supervisor avoids giving discipline; employees avoid work tasks or work interactions).

Workplace violence also includes vandalism or the destruction of property at the worksite belonging to an employee, customer, vendor, or the employer. The employer's property includes all items owned or leased.

This policy shall not apply to any manager, supervisor, or other person who, acting in a civil manner and within the scope of their authority, is carrying out their duties, such as administering discipline and/or constructive feedback to another employee, or engaging in an enforcement action.

Threat Defined: A threat is the implication or expression of intent to inflict physical or emotional harm and/or actions that a reasonable person would perceive as a threat to personal safety or property.

Threatening behaviors include, but are not limited to:

1. Non-verbal threats, examples of which include glaring or staring with the intent to intimidate or insulting gestures.
2. Mail, facsimile, messages, phone calls, e-mail or any correspondence deemed by a reasonable person to be intimidating, threatening, or coercing.
3. Intimidating, stalking, or coercing fellow employees on or off premises at any time, for any purpose that in the employer's judgment affects its business interest.

Individuals who apply for and obtain a protective or restraining order listing a City facility as a protected area must provide the following to their manager:

- a copy of the petition and declaration used to seek the order,
- a copy of any temporary protective restraining order and/or,
- a copy of a protective restraining order that is made permanent.

Workplace/Worksite Defined: Workplace/worksite means any location where City of Glendale employees are performing their job duties or are contacted regarding their job duties.

No employee may bring unauthorized weapons (whether assembled or unassembled) of any type into their worksite building or worksite vehicle. Employees are allowed to have a weapon in their private vehicle while parked in a municipal lot, but the weapon must be stored out of sight and in a secure location (such as in the trunk of a vehicle or in a locked glove compartment. Law enforcement officers and those employed by the Division of State Patrol, or other law enforcement agencies, may bring Department-authorized firearms to the worksite if authorized by the Police Chief, the Administrator of the Division of State Patrol, the sheriff of any county, or the chief of police of any city, village, or town. Authorization to bring weapons other than firearms to the worksite must be granted by appropriate Department management.

Weapons Defined: Weapon means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm.

Reporting: All employees, especially management employees, are required to report any potentially dangerous behavior or threats they have received, witnessed, or been told about, regardless of severity or the relationship between the parties, to their immediate supervisor or the next supervisor in the chain of command. There will be no retaliation against an employee who makes a good-faith report of such behavior.

Investigation: All complaints of workplace violence will be investigated. Any employee who engages in workplace violence and/or intimidation shall be subject to disciplinary action, up to and including dismissal.

Zero Tolerance: The City of Glendale considers certain actions so egregious that they warrant placing an employee on administrative leave while an investigation is conducted. Employees found to be engaging in these actions would typically be placed on administrative leave with pay pending the completion of an investigation and may receive significant discipline or discharge. Examples of these behaviors include, but are not limited to:

- Hitting, punching, or inflicting bodily harm to another person;

- Bringing an unauthorized weapon into the workplace;
- Deliberate and substantial destruction of City of Glendale property;
- Threatening or intimidating employees, customers or others with force or violence;
- Threatening or intimidating behavior that is repeated or severe enough that it interferes with job performance.

H. WORKPLACE SAFETY/WORKERS COMPENSATION

Purpose: The City of Glendale is committed to furnishing a safe place of employment that includes the use of safety devices and safeguards, methods, and processes reasonably adequate to render employment safe, and other things reasonably necessary to protect the life, health, safety, and welfare of such employees.

Policy: The City of Glendale subscribes to and follows the requirements of the law that relate to the protection of the life, health, safety, and welfare of City employees.

The City of Glendale has developed and maintains a comprehensive safety program that conforms to tried-and-accepted safety practices. This program encourages proper attitudes toward injury and illness prevention among both management and employees. It also requires cooperation in all safety and health matters, not only between supervisors and employees, but also among employees. The safety program's primary objective is to protect the City of Glendale's most valuable asset – its employees.

Workplace Safety: Any unsafe practice or condition affecting persons, property, or equipment must be reported immediately to your supervisor. Should a hazardous situation exist, safety always takes precedence over continuing operations.

Employee: Job safety is everyone's responsibility. As a City employee, you are required to follow all safe work procedures and must always conduct yourself carefully. Most accidents are caused by carelessness and horseplay. When you observe unsafe working conditions, it is your obligation to either correct the problem or report it to your supervisor. It is not your responsibility to attempt a job that appears to be unsafe; ask your supervisor for instruction or clarification. Similarly, all work areas are to be kept clean and free from debris, and tools and equipment are to be kept clean and in good repair. Failure to follow safe work procedures may result in disciplinary action, up to and including immediate termination for cause.

Please refer to the City of Glendale Safety Handbook for more detailed information about safety procedures.

No Retaliation: Retaliation against employees for reporting workplace safety issues or a workplace injury is prohibited and will not be tolerated. Offenders will be subject to disciplinary action up to and including immediate termination for cause.

City employees are encouraged to submit suggestions to their supervisors or Human Resources regarding ways to improve workplace safety. It is our collective workplace, and any suggestion to make it safer will receive careful consideration.

Worker's Compensation: The City carries Worker's Compensation insurance to protect its employees

against losses due to injury or illness caused while in the performance of his/her duties. Whenever an employee is injured in the scope of the employee's employment, he/she shall keep the Worker's Compensation check and receive a supplementary check from the City, the total of the two (2) checks shall be equal to the same amount as if the employee were still receiving his/her normal pay.

Employees who suffer a compensable injury under Worker's Compensation are eligible to receive income continuation for twelve (12) months, or until the employee can return to work, whichever occurs first.

In Case of Injury in the Workplace

1. All injuries, no matter how slight, must be reported immediately to your supervisor. The supervisor will, in turn, immediately report to Human Resources using the City Employee Accident Investigation Form. Sick leave will be utilized for any employee absence until an Accident Investigation Form is completed. (CC8-22-16)
2. If immediate medical attention is required, the injured employee shall be sent to the nearest medical facility capable of handling the type of injury involved.
 - a. If the injury requires immediate emergency medical treatment, the employee shall be transported to the nearest hospital emergency room.
 - b. If an ambulance is needed, 911 shall be dialed.
3. A return-to-work slip shall be provided to the employee's supervisor directly following a doctor's visit. A copy shall be sent to Human Resources immediately.

B. LIGHT DUTY

The best interests of the City and its employees are served when injured or ill employees return to work as soon as they are able. Light-duty work is work that requires only minimal physical exertion and can be performed by an injured or ill employee without jeopardizing the employee's recuperation and without posing a risk of harm to others. When employees are on leave of absence for an injury or illness, the department head may recommend, and the City Administrator may approve a light-duty assignment in accordance with the procedures identified below. There is no guarantee of a light-duty assignment. Light-duty assignments will be considered on a case-by-case basis and in accordance with the City's operational needs.

Further, light-duty assignments are temporary and reserved for employees who can recover from their injuries. Light-duty assignments are intended to benefit the employee and the City, and to the extent that light-duty assignments cease to serve the operational needs of the City, light-duty assignments will be terminated.

1. An employee may be required, or may volunteer, to work in an available revised duty assignment, whether the injury was sustained on-duty or off-duty. The number of light-duty assignments available is limited. Therefore, on-duty injuries have priority over off-duty injuries in the selection of duty assignments.
2. The work the employee performs must be within the physical limitations prescribed by the employee's and/or City-designated physician.

3. The work the employee performs must have existed within the department before the illness or injury occurred.
4. No employee will be moved from his or her regular job to make a light duty situation available to another employee.
5. The performance of light duty work shall not otherwise disrupt the functioning of the department within which the light duty is being performed.
6. Employees may be removed from limited duty assignments if appropriate work is not available, or if the employee cannot satisfactorily perform the work assigned. In most cases, light duty assignments will not be allowed for more than 90 days.
7. It is recognized that the nature of the injury and the skills of the employee will determine what assignments are made. The nature of the injury and the skills of the individual must be balanced against the needs of the department. (ex. an administrative or clerical employee with a broken arm may be able to perform office work that a utility person or mechanic with the same type of injury is unable to do.)
8. The City is the employer, not the department. The primary goal of this policy is for departments to find alternative work assignments for employees assigned to their departments. However, when the employee's department head cannot find suitable work, suitable restricted work may be sought in other departments.
9. An employee who is authorized and assigned light-duty work shall continue in his status as an employee of the City, with the same wages and benefits as in his regular position.
10. The City may require the employee to submit to an examination by another physician at the City's expense to determine the employee's fitness for duty, including light-duty work. The determination of the City's physician will govern in the case of a dispute between the City's physician and the employee's physician. The City also reserves the right to review an employee's status at any time during the duration of the light-duty assignment.
11. The decision of the City Administrator shall be final with respect to the determination of whether a light-duty assignment is available within the limits of the physician's restrictions. No light-duty assignments will be made permanent, and requests for light duty may be denied where there is no reasonable expectation of the employee returning to regular duty within 90 days.
12. If an employee is granted light duty, the light-duty assignment shall generally not exceed 90 days. If at the end of that time, the employee is still not medically released to perform full duties as defined by the employee's official job description, he shall either: (1) be reclassified or reassigned; or (2) be placed on a leave of absence with or without compensation; or (3) apply for a disability pension; or (4) be subject to commencement of the termination process. Such a decision shall be made by the City Administrator based on the circumstances of each specific case and in accordance with applicable laws.
13. The City will treat pregnancy as any other non-job-related disability. Any restrictions imposed by a pregnant employee's physician, or the City-designated physician, will be reviewed to

determine if light-duty assignments are available consistent with the employee's prenatal restrictions.

14. Failure to report for or to perform the assignments under limited-duty work status may result in disciplinary action, up to and including termination for cause.
15. No light-duty assignments shall result in overtime.
16. This policy will be interpreted and applied consistently with the City's obligations under the Family and Medical Leave Act, the Americans with Disabilities Act, and all other applicable laws. Exemptions will be made only as necessary to comply with those laws and as approved by the Common Council.
17. Nothing herein shall be construed to require the City to create a light-duty assignment for an employee. Employees will be assigned light-duty assignments only when the City determines a need exists and only as long as that need exists.

III. PERSONAL CONDUCT POLICIES

A. GENERAL STANDARDS OF PROFESSIONAL & ETHICAL CONDUCT

Purpose: The City of Glendale is committed to maintaining the highest standards of conduct and ethics. This Policy reflects the practices and principles of behavior that support this commitment.

Policy: The City will investigate any possible fraudulent or dishonest use or misuse of City resources or property by staff, management, volunteers, and elected officials. The City will take appropriate action against anyone found to have engaged in fraudulent or dishonest conduct, including disciplinary action by the City, or civil or criminal prosecution when warranted.

All are encouraged to report possible fraudulent or dishonest conduct as provided under the procedures set forth in the next section.

How to Report:

- Concerns about possible fraudulent or dishonest use or misuse of resources should be made in writing and forwarded in a sealed envelope to the appropriate Department Head. In the case of fraudulent or dishonest behavior by a Department Head, the concern should be reported to the City Administrator. In the case of fraudulent or dishonest behavior by the City Administrator, City Council member, or Committee member, the concern should be reported to the Mayor.
- Sufficient information should be provided so that an investigation can be conducted. The envelope should be marked as “Confidential – Standards of Conduct Policy”. These concerns may be submitted on a confidential, anonymous basis if the person so desires.

The City encourages those submitting concerns to put their names to allegations because appropriate follow-up questions and investigation may not be possible unless the source of the information is identified. Anonymous whistleblowers must provide sufficient corroborating evidence to justify the commencement of an investigation. An investigation into unspecified wrongdoing or broad allegations will not be undertaken without verifiable evidence. Because investigators are unable to interview anonymous whistleblowers, it may be more difficult to evaluate the credibility of the allegations and, therefore, less likely to prompt an investigation.

Confidentiality: Complaints under this policy will be handled with sensitivity, discretion, and confidentiality to the extent allowed by the circumstances and the law. Generally, this means that complaints will only be shared with those who have a need to know so that the City can conduct an effective investigation, determine what action to take based on the results of any such investigation, and in appropriate cases, with law enforcement personnel.

Should disciplinary or legal action be taken against a person or persons because of a complaint, such persons may also have the right to know the identity of the person filing the complaint.

Malicious Allegations: May result in disciplinary action.

No Retaliation: Employees of the City may not retaliate against an employee for informing management about an activity that person believes to be fraudulent or dishonest with the intent or effect of adversely affecting the terms or conditions of the employee’s job, including but not limited to threats of physical harm, loss of job, punitive work assignments, or impact on salary or wages.

Employees who believe that they have been retaliated against may file a written complaint with the City Administrator or the Mayor. Any complaint of retaliation will be promptly investigated, and appropriate corrective measures will be taken if the allegations are substantiated. This protection from retaliation is not intended to prohibit managers or supervisors from acting, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.

An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy, or practice in writing to the attention of the appropriate person and provides the City with a reasonable opportunity to investigate and correct the alleged unlawful activity.

A. POLITICAL ACTIVITIES WHILE ON THE JOB

Purpose: The City encourages employees to be active citizens and engage in the political process. However, City employees are expected to recognize the unique position they hold as public employees. The City serves all citizens without regard to political affiliations.

Policy: City employees shall not take part in any political campaigning in their capacity as City employees. When engaging in political activity or discussing issues of public importance, you are expected to ensure that your actions and positions are not attributed to the City.

City resources may not be used to promote a particular candidate or political party.

The distribution or wearing of political badges, buttons or printed matter during working hours or their placement on City property is prohibited at any time. With due consideration for the spirit and letter of this policy, political activities outside of working hours not otherwise attributable to the City or your employment with the City are within the proper exercise of citizenship.

B. CUSTOMER RELATIONS

Policy: As a City employee, it is necessary for you to work with citizens, vendors, and others while performing your job. At all times, such relationships shall be professional. Your interaction with everyone must be courteous and professional. Any physical, verbal, sexual, or other abuse under any circumstances is inappropriate. Courtesy, friendliness, and prompt, effective service are required. You are expected to incorporate these standards into your job.

C. GIFTS & FAVORS

Policy: City employees shall not directly or indirectly solicit or accept any personal gifts, favors, services, money, or anything with an individual or cumulative value of \$25.00 or more from the public or any organization. Employees shall not accept gifts, money, or anything of value for services that they are employed by the City to provide (e.g., enforcing City/State laws and/or codes, enforcing City contracts, inspections, citizen assistance, etc.).

Employees are required to immediately disclose to their Supervisor and the Human Resources Department any offer or receipt of a gift of money or anything of value which may tend to influence the impartial discharge of the employee's duties from any person, business entity or other organization to the employee or a member of his/her immediate family (i.e. father, mother, brother/sister, spouse, children).

Employees with enforcement/inspection/decision-making responsibilities should bear in mind that the donor of gifts, presents, or favors may come to expect or seek preferential treatment later. Gifts from

"grateful/appreciative" citizens are to be discouraged. If gifts cannot be declined gracefully, the employee should report receipt to his/her immediate supervisor, who will coordinate appropriate disposition.

D. TECHNOLOGY USE POLICY

Purpose: The City of Glendale's computers, networks, programs, communication devices and tools, other technology, and internet (collectively "technology") are intended as tools for the City to serve the public and the City and are provided so employees may better perform their job-related responsibilities. Inappropriate use can adversely affect the City, interfere with its employees' work, increase its costs, and even expose it to damage, liability, and security risks.

Policy: The City of Glendale provides technology to employees to support the performance of their duties and operations. The personal use of City technology should be kept to a minimum to ensure efficient and effective operations.

Monitoring: To protect its interests, the City of Glendale reserves the right to monitor all employee use of technology. No employee should expect privacy or secrecy when using technology. Employee use constitutes acceptance of the City's monitoring and disclosure of the employee's use. The City reserves the right to limit the use of its technology at any time for any reason. The City may consent to the disclosure of information about the use of technology or any other property as required by law or otherwise deemed appropriate by the City.

Personal Use: The work of the City of Glendale and the public always come first. Unnecessary or excessive use by one person may tie up equipment or limit others' access. The City's employees are professionals who are expected to exercise responsible professional judgment.

The City of Glendale shall determine whether any use or access is inappropriate and may ask employees to stop any use it believes is inappropriate. In addition, the City may block access to content it believes is not appropriate. If you have a question about whether a particular use of the City's technology is proper, consult your supervisor before engaging in such use.

Electronic Communication: The City of Glendale provides most employees with access to electronic communication tools, including email, phones, computers, and other devices, to better perform their job-related duties. These devices remain the property of the City. Electronic communication should be courteous, concise, focused, and written or spoken in proper terminology. All electronic communications are attributed to the City of Glendale, and when composing electronic communications, employees should keep in mind that personal comments may be perceived as comments made on behalf of the City of Glendale.

Electronic communications may be stored on the City's electronic server and associated systems in different recoverable forms. Employees should not assume that deleting a personal electronic communication removes it as a record. If there is a review of the information or an investigation, litigation, or other proceeding that requires or makes it desirable to review or produce City records, it is likely that electronic communications will be requested and potentially disclosed. Employees should not delete any communications that are records under Wisconsin's Public Records Law.

Employees should not expect privacy or secrecy when using City technology or City-issued communication devices. If internal communication is confidential, it should be distributed personally or by a confidential routing envelope and not by e-mail.

Employees must use their training and skills to flag, report, and avoid communication that appears suspicious and asks for personal information or urgent action, as it may be a phishing attempt.

Social Media: The City of Glendale recognizes that technology is changing at a rapid pace, and the City and its employees must adjust to an ever-changing world. For employees who use social media, the City expects them to do so responsibly and respectfully.

The City of Glendale reserves the right to review employees' use of social media and determine if abuse is occurring. Employees shall not use social media to engage in or post communications or material that would violate any policy or the City's Work Rules. If you have a question about whether a particular use of electronic communication or social media is appropriate, you should consult with your supervisor before making such communication.

Prohibited Software: Software purchased and licensed for personal use shall not be installed on City of Glendale computers. The City may periodically audit computers for installed software not included in the current City-authorized software inventory. All unauthorized software shall be removed, and employees who install such software may be subject to disciplinary action.

Users shall not install software; such action shall be taken by an IT professional, as approved by the City Administrator. Employees may not interfere with, misuse, damage, attempt to damage, delete, appropriate, or otherwise improperly use any property of the City, including, but not limited to, software owned, licensed, utilized, and/or operated by the City.

Required Training: The City of Glendale requires employees to complete cybersecurity awareness training. Cybersecurity training is required for all City employees who have access to technology under the library's control.

Secured IT Items and Server Access: Access to secured IT resources, including servers, databases, network infrastructure, and secured server rooms, is strictly limited to authorized IT personnel. Non-IT personnel are not permitted to access, physically enter, or alter information or software in these secured areas. Employees are expected to adhere to security protocols to protect sensitive information.

Computer Passwords: All user-level passwords (e.g., email, web, desktop computer, etc.) must be unique and modified as required. Passwords must not be included in email messages or other electronic or non-electronic communications, including verbal communication.

Cyber Insurance Compliance: The City of Glendale maintains a cyber insurance policy, and all City employees affected by this policy are expected to comply with it.

Workplace Recording Policy: Unauthorized recording of conversations, meetings, or workplace activities can undermine trust, confidentiality, and operational effectiveness. While Wisconsin law permits individuals to record conversations with the consent of at least one participant, employees are prohibited from making recordings in the workplace without prior notice to all parties and the City

Administrator's or Chief of Police's approval. By way of example, and without limitation, recording is strictly prohibited in the following circumstances: in areas where individuals have a reasonable expectation of privacy, during discussions involving confidential personnel, medical, or legal information, during active investigations or disciplinary proceedings, and when such recording would violate confidentiality obligations or applicable laws. Employees may not use recordings in a manner that disrupts operations, harasses others, or discloses confidential or protected information. Police officials are permitted to make recordings that follow applicable laws and operating procedures set by the Department and State Law. The City may place recording devices in certain public and employee areas to ensure public and City employee safety.

This handbook and policy shall serve as notice that the City may electronically surveille, monitor and/or record through motion picture, videotape, audio recording, visual recording, digital recording, data recording or other similar means both the interior and exterior of the City Hall, as well as any and all of the City's technology resources, electronic computers and/or devices utilized by City employees for any reason, at any time, and without further advance notice.

E. AI Use Policy

Purpose: The purpose of this policy is to establish guidelines for the responsible and ethical use of Artificial Intelligence (AI) technologies by City of Glendale employees. The City recognizes that AI tools can improve efficiency, support decision-making, and enhance public service delivery; however, their use must align with legal, ethical, and operational standards to protect public trust, data security, and the integrity of City operations.

Definitions:

Artificial Intelligence (AI): Any software or system capable of performing tasks that normally require human intelligence, including but not limited to: natural language processing, machine learning, text or image generation, predictive analytics, or automated decision-making.

Generative AI: AI systems that can create text, images, code, or other content (e.g., ChatGPT, Microsoft Copilot, Google Gemini, etc.).

Sensitive information includes, but is not limited to:

- PCI: Credit card and payment information (Payment Card Industry).
- HIPAA: Protected health/medical information.
- CJIS: Criminal Justice and law enforcement data.
- Employee PII: Personal employee records and confidential information.
- Utility Customer Information: Protected under Public Service Commission regulations.
- Patron/User Data: Information protected by statute.
- Closed Session Content: Any information related to closed session meetings.

Policy Statement: Employees may use AI technologies to enhance productivity and service delivery only when such use:

- Complies with applicable laws, regulations, and City policies;

- Protects confidentiality and data security;
- Ensures human oversight, accuracy, and accountability in all outputs; and
- Does not replace human judgment in decision-making or official communications without appropriate review.

Authorized Use:

AI tools may be used for the following purposes:

- Drafting non-sensitive correspondence, reports, or summaries;
- Assisting with research or data analysis;
- Generating templates, checklists, standard forms, or graphics;
- Supporting internal administrative or training functions.

Use of AI for operational or public-facing communications (e.g., press releases, legal documents, or policy drafts) requires review and approval by a supervisor, department head, or the City Administrator.

AI tools that require payment, contracts, or access to sensitive data must be reviewed by the City Administrator prior to adoption.

Prohibited Use:

Employees shall not use AI tools to:

- Input or disclose any sensitive, confidential, or restricted information;
- Rely upon AI outputs for legal, financial, enforcement, or personnel decisions;
- Create or share false, misleading, or biased content;
- Represent AI-generated materials as original, official, or final City documents without review;
- Circumvent established procurement, communication, or information technology procedures.

Accountability and Review: Employees are responsible for verifying the accuracy, appropriateness, and legality of any content or information generated by AI tools. Supervisors must ensure staff receive appropriate training before authorizing AI use.

Open Records: In accordance with Wisconsin's Open Records Law, all records created or maintained by the City of Glendale, including those generated or assisted by Artificial Intelligence (AI), are subject to public disclosure requirements as defined by Chapter 19 of the Wisconsin statutes, case law interpreting Wisconsin's open meetings laws, and/or any federal laws or regulations.

Drafts and Public Access: Wisconsin's Open Records Law provides an exemption for "drafts," defined as records "prepared for the originator's personal use" or created on their behalf.

Final AI-Generated Content: If final AI-generated or AI-assisted output is preserved through traditional means, examples include but are not limited to: being sent via email, saved as a digital document, issued as a memorandum, or published on social media, then that final record is considered accessible and can fulfill an open records request.

Retention of Unsaved AI Content: In situations where final AI-generated or assisted output is not saved in any traditional manner (e.g., remains only within the AI tool interface), employees are required to: Create a dedicated folder titled “AI” within their Documents directory and save each final instance of AI-generated or AI-assisted content as a separate file within that folder, ensuring its availability for review and compliance.

IV. WORKPLACE POLICIES

A. INCOMPATIBLE OUTSIDE EMPLOYMENT

Policy: An individual's employment with the City shall be considered their primary employment. City employees may not engage in outside employment that conflicts with or affects the performance of their duties.

The City does not prohibit employees from accepting outside employment that does not interfere with or conflict with their City duties. During your working hours, you are expected to be working for the City. You are not permitted to work for another employer while you are working for the City.

B. USE OF CITY PROPERTY OR EQUIPMENT

City property/equipment shall be used by employees only in conjunction with the performance of City operations and duties. Any removal/use of City property/equipment for personal, non-work-related use is not permissible.

Public Works employees (only) may use the City Services garage to wash or change a tire on their personal vehicles. Personal use of the City's vehicles, trailers, mowers, hydraulic/electric lift, supplies, and power tools (leaf blowers, chainsaws, etc.) is prohibited.

C. JOB VACANCIES & JOB POSTINGS

Eligibility: Individuals shall be recruited from a geographic area as wide as is necessary to ensure well-qualified candidates apply for the various types of positions.

Nepotism: No two members of an immediate family or intimate relationship shall be employed, promoted, or transferred to any department, division, or work unit when, as a result, they would be directly supervising or receiving direct supervision from the other. Exceptions may only be granted by the Common Council.

Notification: The Human Resource Officeshall recruit for full-time vacant positions. Such various media of publicity shall be used as might be expected to bring notice of vacancies to as many qualified persons as possible. For police personnel, the procedures of the Police & Fire Commissioners shall govern recruitment.

When a full-time position becomes available, there will be internal postings advertising the position. The position may be filled by a fully qualified employee from that department without publishing a vacancy externally.

Acceptance of Applicants: Application for employment may be accepted at any time a vacancy exists. Except for positions in the Police Department, each candidate for municipal employment shall make application in the manner prescribed by the Human Resource Director. Police candidates shall follow procedures established by Police and Fire Commission.

References: As part of the pre-employment procedures, former supervisors, employers, and other references provided by candidates shall be checked. Reference checks made by personal or telephone contact, shall be documented and made part of the applicant's file. These reference checks shall be completed prior to an offer of employment.

Pre-employment testing: As a condition of employment, all new hires (excluding elected officials and poll workers) shall be required to pass a background check, physical, and drug test as it pertains to the position.

D. EVALUATION PERIOD

The evaluation period shall be up to twelve (12) months. The evaluation period is a time for both the employee and his supervisor to get acquainted with and evaluate the employee's new role within the City. All supervisors are encouraged to complete at least one interim performance evaluation before the end of the evaluation period.

The evaluation period does not alter an employee's at-will status. Prior to completion of the probationary period, the department head shall make every effort to evaluate the employee. The following factors may be included in this evaluation:

1. Job performance
2. Work attendance
3. Employee attitude and ability to work with fellow employees
4. Ability to accept responsibility
5. Compliance with established safety standards for the job in question
6. Any other pertinent characteristics determined by the City Administrator

Based upon these criteria the department head and City Administrator will evaluate the employee at the end of the evaluation period and:

1. If the performance has been satisfactory, assign the employee to non-probationary status.
2. If the performance has been unsatisfactory, dismiss the employee.
3. If there is reason to believe that an employee may develop the ability to perform satisfactorily, the evaluation period may be extended for up to six (6) months for the department head and City Administrator to make a further evaluation and for a decision to be made.

Special Licenses and Certifications: During the evaluation period, employees may need to enroll in training programs to perform the essential job duties. If, during an evaluation period, an employee enrolls and completes a required training program, such as a commercial driver's license (CDL), and the cost to the City is in excess of \$2,000, and the employee voluntarily leaves employment with the City during the evaluation period, the Employee shall have the cost of this training deducted from their final paycheck.

E. PROMOTIONS, TRANSFERS & DEMOTIONS

Promotion: Vacancies shall be posted on a designated bulletin board accessible to City employees. Vacancies shall be filled when practical by the promotion of existing employees when, in the judgment of the Human Resource Office and Administrator, it is in the best interest of the City to do so. Promotions in every case must involve a definite increase in duties and responsibilities and shall not be merely for the purpose of affecting an increase in compensation. Promotion, other than for police

officers, shall be based on the applicant's qualifications and record of performance. Applicable Wisconsin State Statutes will apply to the promotion of members of the Police Department.

Transfers: Transfer of an employee from one position to another without significant change in level may be effected when the employee meets the qualification requirements for the particular position; if it is in the best interests of the City; if further training and development of an employee in another position would be beneficial to future staffing potential of the City; and if it meets the personal need of the employee as consistent with the other requirements of this rule.

Demotions: An employee may be demoted to a position of lower grade for which the qualifications are met, for any of the following reasons:

- When an employee would otherwise be laid off because the position is being abolished, lack of work, lack of funds, or because of the return to work from authorized leave of another employee to such a position in accordance with the rules on leave;
- When an employee cannot fulfill the required duties of the position according to the job description for the position, with or without reasonable accommodation as required by law, because of disability.
- When an employee does not possess the necessary qualifications to render satisfactory services in the position held.
- When an employee voluntarily requests such demotion.
- As a disciplinary action taken by a Department Head.

All demotions must receive the approval of the Human Resource Director, except for police personnel, for whom the applicable Wisconsin State Statutes shall govern.

An employee who is demoted against their will may appeal the demotion to the City Administrator. The City Administrator shall carefully consider the appeal and, within 14 days, transmit to the employee a letter containing a decision.

F. LAYOFF & REHIRE

If a layoff is expected, the City will attempt to communicate information about an impending layoff as soon as possible. Management reserves the right to alter the layoff procedure when necessary.

An employee selected for layoff will be given as much notice as is required by law or as much as is reasonable under the circumstances and will be informed of the reason for the layoff, the estimated length of the layoff, and any rights they must appeal their selection for layoff to the Common Council.

Employees within each affected department typically will be selected for layoff in the following order:

- Temporary and part-time employees will be laid off first.
- New employees covered under the Probationary Period will be laid off next.
- Full-time employees will be laid off last, based on their demonstrated ability to perform the available work and their length of service.

Employees will be recalled as needed and based on their ability to perform the job. An employee's length of service is measured from the original date of hire with the City, as long as there has not been a break in service. If a layoff lasts more than 30 calendar days, employment will be terminated. Employees who are terminated due to a layoff will remain on a recall list for one year or until management determines the layoff is permanent, whichever occurs first.

If a determination is made that a layoff is permanent, laid-off employees will be notified in writing via certified mail, return receipt requested. Because removal from the recall list terminates any job rights the employee may have, employees should report to Human Resources if they change their home address or become unavailable for recall.

G. PERSONNEL FILE ACCESS

Written personnel records are essential for establishing factual data on the employment history of all personnel. In addition, to meet a variety of legal requirements, the establishment and maintenance of records related to all personnel department activities are essential.

An individual personnel file shall be maintained for each person employed by the City of Glendale. The active files shall consist of the individual files of all persons currently on the City payroll.

The inactive files shall consist of the individual files of all persons formerly employed by the City. At a minimum, the individual files of all current employees shall contain the following:

- The full name, current address, telephone number, and Social Security number of the employee.
- The title of the position currently held.
- The employee's initial starting date.
- The current salary of the employee.
- The person's original application and/or resume, for employment.
- Any required payroll deduction or withholding authorization forms.
- Payroll Direct Deposit authorization forms.

- All appropriate fringe benefit enrollment and waiver forms.
- All personnel action forms and official correspondence relative to the person's employment with the City of Glendale.

Individual records relative to employee discipline, grievances, physical fitness, occupational injury, and job performance shall be maintained for each employee. Any such records, including individual files, shall be considered confidential to prevent the invasion of privacy and shall be provided only to the employee (or his authorized representative), the Human Resource Department, the individual's supervisor and authorized Federal and State representatives who have authority to review such official records for official reasons.

Access to an individual's personnel file shall be granted in accordance with State laws. Copies of documents contained within an individual's personnel file shall be provided to the individual or his/her authorized representative upon request.

After reviewing his/her personnel records, the employee has the right to request that any records believed to be inaccurate be removed from their file. If the City denies the request, the employee has the right to file a written rebuttal statement and to have it attached to the disputed record. If the City intends to release the disputed record to a third party, the City must also release the attached employee rebuttal statement to the third party.

Third parties who wish to access personnel records will be permitted such access in accordance with State Law. The requesting party shall be assessed a reasonable fee for the cost of reproducing the requested documents as provided under the City's public records policy.

Records will be retained consistent with federal and state requirements.

H. EMPLOYEE DISPUTE RESOLUTION PROCEDURE

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline, and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats. This policy does not apply to represented sworn police officers. An employee may appeal any level of discipline under this grievance procedure. For purposes of this policy, "workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to the same.

Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance.

1. Step 1 – Written Grievance Filed with City Administrator. The employee must prepare and file a written grievance with the City Administrator within five (5) calendar days of when the employee knows, or should have known, of the events giving rise to the grievance. The written grievance must contain the name and position of the employee filing it, a statement of the grievance, the issue involved, the relief sought, the date the event giving rise to the grievance took place, the employee's steps to orally review the matter with the employee's supervisor and the employee's signature and the date. The City Administrator or his designee will

investigate the facts giving rise to the grievance and, if possible, inform the employee of his or her decision within ten (10) business days of receipt of the grievance. In the event the grievance involves the City Administrator, the grievance shall be filed with the Mayor, and the Mayor or his designee shall conduct the Step 1 investigation.

2. Step 2– Impartial Hearing Officer. If the grievance is not settled at the first step, the employee may, within five (5) business days following receipt of the City Administrator’s decision, request written review by an impartial hearing officer. The City shall select the impartial hearing officer. The hearing officer shall not be a City employee. The impartial hearing officer will determine whether the City acted arbitrarily and capriciously. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.
3. Step 3 – Review by City Common Council. If the grievance is not resolved after Step 2, the employee shall request, within five (5) business days of receipt of the written decision from the hearing officer, a written review by the City Common Council. The Common Council shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result by reviewing the record before the hearing officer. The matter will be scheduled for the Common Council’s next regular meeting. The Common Council will inform the employee of its findings and decision in writing within ten (10) business days of the Common Council meeting. The Common Council shall decide the matter by majority vote, and this decision shall be final and binding. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved

I. DISCIPLINARY ACTION

The City will discipline employees if they engage in conduct that is contrary to accepted practices or to the City's interests. Depending upon the seriousness of the offense, violators may receive a verbal warning, a written warning, suspension without pay, or dismissal.

The following are common guidelines you are expected to observe at all times. These guidelines are not inclusive and are not intended to limit the City's right to take other disciplinary action as necessary.

An employee found to have engaged in any of the following acts of misconduct will be subject to discipline, up to and including termination.

1. Dishonesty or falsification of records.
2. Insubordination (refusal to carry out a reasonable order, insolence, talking back, arguing, verbal abuse, or assault of a supervisor, co-worker, or member of the public).
3. Theft or misappropriation.
4. Destruction or negligent use of City equipment or property.
5. Use of intoxicants, illegal drugs, or controlled substances while on duty or closely preceding duty to the extent that the effects on the user are apparent on the job (including abuse of prescription or other medications)
6. Possession of intoxicants or illegal drugs while on duty or closely preceding duty.

7. Fighting or creating a disturbance among co-workers adversely affects morale, production, or the maintenance of proper order.
8. Disorderly or immoral conduct on City premises.
9. Conviction of a serious crime.
10. Unavailability for work because of incarceration.
11. Absence without authorized leave, or misrepresenting the purpose of an authorized leave.
12. Habitual tardiness.
13. Use of official position or authority for personal profit, sexual purpose, or political advantage.
14. Harassment, including sexual harassment, of co-workers, supervisors, subordinates, or citizens.
15. Engaging in discriminatory or abusive conduct with respect to employees and customers protected by equal opportunity laws.
16. Gambling on City property.
17. Disregard or repeated violation of safety rules and regulations.
18. Knowingly making false or malicious statements with the intent to harm or destroy the reputation, authority or official standing of individuals or organizations.
19. Acceptance of any gift, favor, or service in return for performing duties that might reasonably be viewed as tending to improperly influence an employee in the discharge of his official duties.
20. Violation of established department work rules.
21. Negligent work performance or failure to perform duties in accordance with department standards.
22. Participation in a work stoppage, such as strikes or slowdowns.
23. Unauthorized use or abuse of City equipment or property.
24. Failure to report an accident and/or injury within 24 hours.
25. Using abusive, inappropriate, or intemperate language.
26. Sleeping on duty.
27. Theft of time and/or improper modification of time worked records.
28. Failure to return to work the day following the expiration of an authorized leave of absence.
29. Removal of items from the City or a citizen's premise (whether it be junk, salvage, recyclable, or new) without the prior consent of the employee's Department Head.
30. Failure to provide proper personal hygiene or cause unsanitary conditions for others; failure to clean the assigned workplace at the end of the work shift.
31. Leaving or preparing to leave work without permission prior to the scheduled quitting time.
32. Entering and/or gaining access to unauthorized or restricted areas, property or records, or removing them from City premises; breaking and entering City premises.
33. Possessing firearms or other weapons on City premises in unauthorized locations.
34. Acting in a manner of gross neglect, carelessness or negligence resulting in injury, property damage, or other dangerous conditions

J. SEPARATION FROM EMPLOYMENT

Purpose: To establish separation procedures regarding an employee's last day of work whenever an employee retires, resigns, or is terminated from employment with the City. These procedures apply to both civilian and sworn employees.

Policy: Separation procedures should be handled in a professional and dignified manner, regardless of whether the separation was voluntary or involuntary. Separated employees shall be required to return

all department-issued equipment and sign a nondisclosure agreement (Addendum A) that they will not retain or divulge restricted or sensitive information concerning department activities and personnel.

Retirement / Resignation: Employees who choose to discontinue employment with the City of Glendale must provide a two-week written resignation notice. The notice, stating the reason for termination, should be given to the immediate supervisor.

Employees retiring or resigning shall retain access to department equipment and resources throughout their workday. They will return their department-issued equipment by the end of their workday and ensure that all personal belongings are cleared from their workspaces, mailboxes, and lockers.

Employees who resign involuntarily to avoid potential departmental sanctions may be considered as terminated employees for the purposes of this policy.

Termination: Upon notification of termination, the employee shall immediately surrender their department-issued equipment and clear all personal belongings from their workspaces, mailbox, and locker. The employee shall be escorted off the premises by their supervisor.

The supervisor shall also ensure that the employee signs and receives a copy of the nondisclosure agreement.

Should the employee receive termination notification prior to the end of their workday, the separation process will commence immediately. The City Administrator shall determine whether the employee is paid for the remainder of their workday.

Exit Interviews: An exit interview with the Human Resources Department is required. An exit interview form is sent to each employee who is terminating. This form should be returned, as it enables the City of Glendale to evaluate the environment in which employees work and identify areas that require special attention.

J. CREDIT CARD USE @ SMALL PURCHASE POLICY

Purpose: To establish guidelines for the responsible use of city credit cards to facilitate authorized purchases while ensuring control and accountability.

Scope: This policy applies to all municipal employees and officials authorized to use city-issued credit cards.

Credit Cardholder Responsibilities:

1. Security & Safeguarding: Cardholders must always safeguard the physical card and its information.
2. Authorized Use: The issued card can be used only by the authorized cardholder. A City of Glendale credit card or fuel card shall only be used for the purchase of goods or services for official City business as determined by the Employee Handbook, the City's Purchasing Policy, the adopted budget, other adopted City Policies, and my department's rules and regulations. Employees may be financially responsible for purchases not authorized by a City Policy, Document, or approved by the Department Head or by the City Administrator.
3. Documentation: For all transactions, cardholders must maintain and submit detailed itemized receipts and provide a business explanation for the purchase, detailing the goods or services purchased, the cost, and the date of purchase, within the same week the purchase is made.

4. **Lost or Stolen Cards:** If a credit card or fuel card is lost, stolen, or suspected of being used fraudulently, notification must be made to the Department Head as soon as this is determined.
5. **Surrender of Card:** Employees must surrender their cards upon termination for cause or at the City's request.
6. **Tax-Exempt Purchases:** It is the employee's responsibility to notify vendors of tax-exempt status for applicable purchases to avoid sales taxes. Purchases shall be made using the City's tax exemption status. If unable to do this, justification for this variance must be provided and approved by the Department Head.
7. **Fuel Cards:** A fuel card can only be used for city vehicles. No city credit card or fuel card is allowed on personal vehicle fuel purchases. IRS mileage reimbursement rates and provide supporting documentation if a personal vehicle is used for an authorized City Purchase.
8. **Common Vendors:** The City maintains a list of common vendors for the purchase of items such as cleaning supplies, office supplies, food, beverages, building supplies, and grounds supplies. The purchase of items shall be made through the City's common vendors.

Small Purchases: While the City's Purchasing Policy requires authorizations and approvals for single large purchases, the Policy does not apply to purchases of items for amounts under \$2,500. Employees who make purchases in amounts not covered in the Purchasing Policy are expected to ensure these purchases are:

- a. Permitted in the budget, and sufficient funding is allocated.
- b. Necessary for city operations.
- c. Would be approved by the Department Head.
- d. If the purchase requires approval, as indicated in the Handbook, for items such as training, the Employee must obtain prior approval.

V. BENEFITS

A. HEALTH INSURANCE

The City shall provide group health insurance for single or family coverage to employees in qualified full-time and part-time positions on the first day of the next month following the employee's start date, in accordance with the Affordable Care Act.

The City shall pay up to 88 percent of the lowest qualified Milwaukee County health insurance provider in the Plan. In addition, employees in qualified part-time (1,200 hours or more) positions shall contribute to the monthly premium in an amount equal to the percentage of their employment status.

If an employee chooses a non-Milwaukee County plan, the employee's share will be at least 12 percent of the plan's total cost.

Retiree Health Insurance for any employee hired on or before January 1, 2000. An employee hired on or before January 1, 2000, who retires from the City shall be eligible for health insurance coverage subject to the following:

- (1) The retiree must have completed at least twenty (20) years of creditable service with the City of Glendale under the Wisconsin Retirement Fund Program;
- (2) The retired employee will not be eligible for health insurance if they accept health insurance from another employer
- (3) The retired employee shall be eligible and accept the Wisconsin Retirement Fund Pension;
- (4) For any employee, age fifty-five (55) to fifty-nine (59), age fifty (50) to fifty-two (52) for protectives, who retires within the age bracket subject to subsection (a) above, the city will pay fifty percent (50%) of the monthly health insurance premium of the lowest qualified HMO program. The employee must pay fifty percent (50%) of the monthly health insurance premium costs;
- (5) After reaching age fifty-nine (59), or age fifty-three (53) for protectives, the City will pay eighty-eight percent (88%) of the lowest qualified HMO program monthly premium at the time of the employee's retirement. The employee must pay the remainder. In the event current City employees are paying more for coverage, then the retiree shall pay the same amount as current City employees.
- (6) Any employee who retires with a duty-incurred disability and who qualifies for and accepts a disability pension under the Wisconsin Retirement Fund Program and who is under the age of fifty-five (55), age fifty (50) for protectives, and/or has less than twenty (20) years of creditable service with the City of Glendale, shall be eligible to remain in the City's health insurance program, provided he/she, on a monthly basis, pays the full premium. If the retiree acquires a job where health insurance is made available to him/her, the City plan will be terminated. If, at any time, the retiree ceases to participate in the health insurance program, he/she shall not be entitled to reinstatement.

- (7) Retirees over sixty-five (65) years of age and on Medicare shall be eligible to participate in a Medicare plus or extended health insurance program with the City's cost being eighty-eight percent (88%) of the lowest qualified Medicare extended plan. In the event current City employees are paying more for coverage, then the retiree shall pay the same amount as current City employees. A surviving spouse is responsible for the full cost of the insurance if continued coverage is elected.
- (8) Retirees are eligible to continue their participation in the City's dental insurance program at their cost.

Retiree Health Insurance for any employee hired after January 1, 2000. An employee hired after January 1, 2000, who retires from the City shall be eligible for health insurance coverage, subject to the following:

- (1) The retiree must have completed at least twenty (20) years of creditable service with the City of Glendale under the Wisconsin Retirement Fund Program;
- (2) The retired employee will not be eligible for health insurance if they take another job providing health insurance.
- (3) The retired employee shall be eligible and accept the Wisconsin Retirement Fund Pension;
- (4) For any qualifying employee, commencing no sooner than age fifty-five (55) who retires, the City will continue to pay the amount it was paying for the employee's health insurance at the time of the employee's retirement for five years from the date of the employee's retirement. The City's contribution will be frozen at the time of retirement, and the employee will pay the difference.

Note: Police Supervisor positions will receive the retiree health insurance they would have received had they stayed in the Police Association.

Retiree Health Insurance for any employee hired after January 1, 2014. An employee hired after January 1, 2014, who retires from the City, is not eligible for any City contribution toward health insurance.

An employee who is hired after January 1, 2014, and who successfully completes their evaluation period shall be eligible for the following benefit in lieu of any post-employment health insurance benefits (this benefit payment also requires that the employee to remain on the City's health plan ceases at the date of their departure from the City or after the employee's legally mandated continuation coverage (i.e. COBRA) expires):

The City shall pay into the Health Reimbursement account (HRA) for the benefit of the employee, to be used for payment of retiree health insurance premiums, the following sums per regular pay period, paid in accordance with the first payroll effective January 1, 2025, in accordance with the employee's years of service:

<u>General Employee</u>	<u>Protective Services</u>
Year #2: \$50.00	Year #2: \$50.00

	Year #3: \$75.00
	Year #5 \$150.00 (and each successive year thereafter until retirement)

The employee must have completed (15) years of creditable service for protective service and (20) years of creditable service for general employees with the City under the Wisconsin Retirement Fund to be eligible to draw on this account at the time of retirement. If the employee has less than 15 years of service for protective and 20 years of service for general employees, the account reverts to the City in its entirety.

Any protective services employee who retires with a duty-incurred disability under the Wisconsin Retirement Fund shall be eligible to draw on this account, regardless of years of service.

Employees promoted out of a union position that already receives City-paid HRA contributions will continue to receive contributions based on their initial eligibility date.

B. OTHER INSURANCE

Dental Insurance: The City shall provide a Dental Insurance Plan for single or family coverage to employees in qualified full-time and part-time positions, effective on the first day of the next month after the employee's start date. Beginning January 1, 2014, the employee will be responsible for paying the premium in full.

Life Insurance: Generally, beginning on the first day of the next month following six (6) months from the employee's start date, the City will provide each regular full-time employee with a term policy of regular life insurance equal to the employee's annual salary from the previous year as reported to WRS rounded to the next highest thousand. The premium will be paid in full by the City of Glendale.

Additional, Supplemental, and Dependent coverage for Life Insurance is available at the employee's expense.

Liability Insurance: The City shall carry liability insurance, which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees shall be covered for liability in accordance with the terms of the City's liability insurance policy.

Long Term Disability Insurance Program: The City shall provide group long term disability (LTD) insurance for salaried employees in qualified full-time positions on the first day of the next month following the employee's start date. The premium for salaried employees will be paid in full by the City.

Hourly employees have an option to participate in the LTD program. The city shall pay fifty percent (50%) of the cost of providing LTD insurance for hourly employees. The employees shall pay the remaining amount through payroll deduction.

Persons not enrolling during their first period of eligibility must meet the Plan's future eligibility requirements for enrollment.

C. RETIREMENT

All persons employed in qualified regular positions shall be enrolled in the Wisconsin Retirement System (WRS), which serves as the City's pension program.

The City contributes the employer's share. The employee is responsible for making the required WRS contribution as mandated by State Statutes. Under no circumstances shall the City be required to pay the employee's WRS contribution.

The required employee contributions are handled through payroll deduction on a pre-tax basis.

In addition to retirement pension benefits, any employee who becomes disabled may be eligible for permanent disability retirement benefits.

D. DEFERRED COMPENSATION

Employees in full-time positions are eligible to participate in the City's Deferred Compensation Programs. Under this program, an employee may designate a portion of their income for deposit into a special investment account for retirement use. The program offers certain tax advantages to participants. Please refer to the plan documents for further details.

The City does not make contributions to the program.

E. TRAINING, TRAVEL, AND REIMBURSEMENT

Training: The City recognizes that attendance at and participation in seminars or conferences is a valuable tool for updating an employee's job knowledge, skills, and abilities.

The following types of training are offered for City employees, depending upon the operating budgets of area operating area.

1. Recruit Training: Legally mandated training programs that must be completed during the probationary period following original appointment as a prerequisite to continued employment.
2. In-Service Training: Training conducted during working hours on an individual or group basis to improve skill performance, introduce new techniques, and/or keep abreast of developments in the employee's field.
3. Specialized Training/Mandatory Continuing Education: Attendance of conferences, workshops, seminars, and similar programs involving professional training that directly relates to an individual's employment or is required for the employee to maintain required licenses and certifications.
4. Academic Instruction: Completion by correspondence or classroom attendance of coursework provided by accredited educational institutions where such instruction will benefit the municipal service.

Training shall be recommended by the Department Head and approved by the City Administrator prior to registration. No reimbursement or payment for training expenses shall be made without such approval.

Training Seminars: Purpose: All employees are encouraged to attend training seminars or short courses to enhance their knowledge, skills, and abilities in performing their job responsibilities.

Eligibility: All full-time employees who have completed a minimum of six (6) months of employment with the City, and who are in good standing, are eligible to attend training

seminars as determined by the City Administrator or the City Administrator's designee.

Administration: Each fiscal year, the Common Council shall determine the amount of money to be allocated for employee training seminars. Payment for training seminars is subject to the availability of budgeted funds and the approval of the employee's respective Department Head and the City Administrator.

Payment: The City shall pay for training seminars or short courses in the following manner:

1. One hundred percent (100%) registration fee.
2. Single accommodation (if applicable).
3. Coach fare for plane, train, bus transportation, or automobile mileage reimbursement at the rate established by the City (whichever is applicable). The use of a personal vehicle for City travel shall be reimbursed by the established IRS mileage reimbursement rate.
4. Per diem payment of \$75.00 for meals and other miscellaneous expenses (if overnight stay is applicable).
5. The City will only pay for employee expenses.
6. Attendance at training seminars shall be during City work hours and shall be on work time. Therefore, the employee shall receive his applicable rate of pay when attending a training seminar.
7. All training seminars or short courses requiring an overnight stay need to be approved in advance by the City Administrator.
8. Costs incurred by a spouse or other person accompanying an employee, costs for the purchase of alcoholic beverages, rental cars, late checkout charges, parking and other traffic fines, or costs for any other expense not otherwise provided in this section shall not be reimbursed.
9. If funds are not approved in the budget, the Common Council shall determine approval of all these expenses.

F. PROFESSIONAL MEMBERSHIPS

Purpose: Representatives from each department within the City are encouraged to affiliate with professional organizations or societies for which they qualify by education or training, provided that such affiliation produces observable benefits for the City and its respective Department. These professional memberships are separate and distinct from the City or departmental memberships.

Eligibility: Certain positions within the City are eligible to join professional organizations or societies to serve as representatives for their respective departments. These positions include those who propose and recommend programs and policies to the City Council or City Administrator, and those who must approve recommendations for their departments prior to submission. Other supervisory positions shall

be eligible if designated by the City Administrator. The following positions shall be the representatives who are eligible for professional memberships:

- City Administrator
- Director of Community Development
- Executive Assistant
- Finance Director
- Accountant or Accounting Clerk
- Clerk
- Treasurer
- Deputy City Administrator
- Chief of Police
- Captain
- Lieutenant
- Sergeant
- Director of Public Works
- Superintendent of Public Works

Administration: Each fiscal year, the Common Council shall determine the amount of money to be allocated for professional memberships. Professional memberships are subject to the availability of budgeted funds and the City Administrator's approval.

Eligible employees interested in joining a professional organization should submit information regarding the professional organization and the cost of membership to the City Administrator during the annual budget process.

Payment: Both the City and the employee receive benefits from the employee's affiliation with professional memberships. However, the City shall pre-pay or reimburse one hundred percent (100%) of the membership cost.

G. CONFERENCE ATTENDANCE

Purpose: Employees who are eligible for professional memberships may also be eligible to attend the conferences associated with those memberships. These conferences shall be in addition to those conferences that may be a result of City-wide or Departmental memberships.

Eligibility: All employees who are eligible for professional memberships may be eligible to attend the conferences associated with them. The City shall pay for one conference per year as authorized by the City Administrator. Permission may be granted by the City Administrator if there is sufficient benefit to both the employee and the City.

Administration: Each fiscal year, the City Council shall determine the amount of money to be allocated for professional conferences. Payment for conferences is subject to the availability of budgeted funds and the approval of the City Administrator.

Employees interested in attending a professional conference should submit information about the conference and its cost to the City Administrator during the annual budget process. The City Administrator shall approve or deny the request for the attendance of professional conferences.

Attendance is conditional upon the following, to be determined by the City Administrator:

1. Sufficient budgeted funds are available within the current fiscal year.
2. The conference is affiliated with one of the employee's professional memberships.
3. Employee workloads permit their temporary absence from duties.
4. Training and education can be obtained at the conference, which is required as part of mandatory continuing education for a license or certification, and similar training cannot be obtained elsewhere.

Payment: The City shall pay for a professional conference in the following manner:

1. One hundred percent (100%) registration fee.
2. Single accommodations (if applicable to overnight stay).
3. Coach fare for plane, train, bus transportation, or automobile mileage reimbursement at the rate established by the City (whichever is applicable). The use of a personal vehicle for City travel shall be reimbursed by the established IRS mileage reimbursement rate.
4. Per Diem payment of \$50.00 for meals and other miscellaneous expenses.
5. The City will only pay for employee expenses.

Attendance at professional conferences shall be during City work hours and shall be on City time. Therefore, the employee shall receive the normal rate of pay when attending a professional conference.

H. EDUCATIONAL ASSISTANCE

Purpose: Continued training and development of job-related/professional skills is important to the City and its employees.

Policy: If an employee is interested in enhancing job-related skills or education, the employee must first obtain the City Administrator's approval before enrolling in the course program. This benefit is contingent upon financial resources, contracts, and satisfactory completion of the attended course or training.

Payment and Approval: The City Administrator shall approve or deny all tuition assistance applications on the following basis:

1. Sufficient budgeted funds are available within the current fiscal year.
2. The course is related clearly and directly to an employee's current job classification.
3. The number of courses an employee may enroll in during a given semester or quarter shall be reviewed during the approval process and shall not interfere with the employee's ability to perform all job duties and responsibilities.

To have the City pre-pay for a course(s), the employee must submit copies of invoices for tuition, fees, and books to the City prior to beginning coursework. To be reimbursed for a course(s), the employee must submit all receipts for tuition, fees, and books no later than 30 days after beginning coursework.

The employee must complete the coursework, earn a grade of "C" or better, and submit an official grade report. If the course is Pass/Fail, the employee must "Pass" the course. If the employee fails to meet this requirement, the tuition assistance paid to the employee shall constitute a monetary debt owed to the City by the employee. Said debt shall be repaid by the employee or by monetary equivalent deducted from the employee's earnings.

Repayment at Separation: If an employee voluntarily leaves the employment of the City within three (3) years of receiving tuition assistance, the employee will be obligated to repay tuition reimbursements to the City in accordance with the following schedule:

From Payment Date, If you Leave Within	Your Repayment to the City Will Be
Less than 1 year	100%
From 1 to 2 years	50%
From 2 to 3 years	25%
3 years or more	No Repayment

I. EMPLOYEE ASSISTANCE PROGRAM

The City will provide an Employee Assistance Program.

The City of Glendale recognizes that a wide range of problems, although not always directly related to one's job responsibilities, can adversely affect an employee's job performance and may result from stress experienced in the course of employment. In most instances, employees overcome such personal problems independently, and the effect on job performance is negligible.

(See Addendum B)

J. CAFETERIA PLAN/FLEXIBLE SPENDING ACCOUNT

Beginning on the first day of the next month following thirty (30) days from the employee's start date, the City will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account (FSA) under applicable sections of the Internal Revenue Code to permit employees to authorize deductions from their salary and contribute to an FSA to cover the following expenses:

- a. Payment of insurance premium amounts;
- b. Permitted medical expenses not covered by the insurance plan are subject to the limitations set forth in the Internal Revenue Service Code.
- c. Dependent care costs are subject to the limitations set forth in the Internal Revenue Service Code.

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules, and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections.

Newly hired employees and employees who terminate during the year will receive a pro-rated FSA amount based on the number of months of employment for the calendar year. Being on the payroll for fifteen (15) or more days of the month will constitute a month for this purpose. Excess FSA payments for a terminated employee may be recovered by deducting them from that employee's final paycheck.

K. UNIFORM ALLOWANCE

Public Works

Each employee who is required by the City to wear a uniform and each employee in the Department of Public Works shall be entitled to receive an annual clothing allowance of Three Hundred and Fifty Dollars (\$350.00). Payment, not to exceed said sums, shall be made to an employee upon presentation of a receipt for the purchase of clothing. Upon submission of receipts, the employee shall be reimbursed within fifteen (15) working days.

The City shall pay the cost of one (1) pair of prescription safety glasses and the cost of one (1) eye examination for each employee once every two (2) years, and such total costs shall not exceed Seventy-Five Dollars (\$75.00). They shall also pay the cost of replacement or repairs if damaged or broken during employment.

Police Department

The annual uniform allowance for Supervisors shall be seven hundred (\$700.00) per year. The annual uniform allowance for Desk Clerk shall be three hundred and fifty dollars (\$350.00) per year. The employee's annual allowance will be paid out in two separate increments on January 1st and July 1st of each year.

CELL PHONE POLICY

The purpose of this policy is to provide guidelines governing the use of cellular telephones / Smartphones for both City business and personal use. Additionally, the policy details the City's reimbursement for the business use of an employee's personal device.

The City recognizes that certain employees need to carry mobile devices to perform the essential tasks of their position. The City recognizes that certain law enforcement employees should be provided with a mobile device upon approval by the Chief of Police.

All other employees shall be reimbursed for use of their personal mobile device in accordance with this section. If an employee does not wish to use their personal mobile device for work-related tasks, the City Administrator may issue that employee a City-owned mobile device.

The City Administrator reserves the right to cease payment for any employee's mobile device at any time. In determining which employees will be approved for a mobile device, the following criteria will be considered:

1. Employee's position

2. Whether the employee is out in the field as part of their regular duties
3. Whether the employee regularly works in an “on call” capacity
4. Whether the employee has a responsibility for key City operations and is required to respond to emergency incidents
5. Whether the employee is away from their desk or office (while working) for considerable periods, the resulting lack of communication affects their ability to perform their work.
6. Whether the employee needs mobile communication for personal safety.
7. Whether it is important to contact the employee while they are out of the office.

If a Department Head wishes to request approval for a mobile device for an employee, the request and justification should be made in writing, describing the items listed in this section.

1. On a monthly basis, the City reserves the right to review each department’s use of City-provided cell phones to confirm appropriate use. The City also reserves the rights to periodically review usage to verify compliance.
2. On an annual basis, Department Heads shall review the individual cell phone and Smartphone assignments to determine whether there is a continuing need and whether the cost is justified.

The City reimbursement schedule is the following*:

1. \$50 High usage
2. \$25 Moderate usage

High User- defined as an employee who must be reachable immediately, contacted outside of normal business hours, and travels frequently for the position.

Moderate/Occasional User- defined as an employee who is contacted intermittently and occasionally outside of work.

Employees are expected to use a mobile device responsibly and in accordance with this policy and any applicable work rules. Use of a City cell phone in violation of the City’s policies and work rules, including, but not limited to, excessive personal use beyond the de minimis use standard, may result in revocation of the mobile device and disciplinary action against the employee, up to and including termination.

Receiving a monthly reimbursement means that data on the employee’s personal mobile device may become publicly available under certain circumstances. The City is required to comply with the Wisconsin Public Records Law, including records stored in electronic media. All messages and data transferred from a City server to a personal telephone device will be subject to the City’s public records obligations. Such messages and data shall be archived by the City on its own internal servers. Text messages sent and/or received, and phone logs pertaining to City business, will be retrieved from the employee’s personal service provider if required to comply with the public records law.

Employees who use their personal device for City business agree to cooperate with and assist the City in obtaining records from the employee’s service provider if required for purposes of public

records, an investigation, or because of litigation. For purposes of open records requests, purely personal calls, emails, and texts do not constitute a violation of law or policy, will be redacted, and will not be released under open records law. Employees have no expectation of privacy or confidentiality in electronic communication related to official City business sent, received, or accessed on BYOD devices for which a reimbursement is paid under this policy. Furthermore, by accepting a BYOD reimbursement, the employee consents to a review of their BYOD device in relation to City business or employee discipline. Failure to cooperate with a reasonable City request to review the BYOD device could result in discipline action, including revocation of BYOD privileges, and discipline, up to and including termination for cause.

Employees approved to carry a mobile device for City business or receive a BYOD reimbursement are expected to make a reasonable effort to respond in a timely manner to City business. This includes responding to urgent matters outside normal business hours. Consistent failure to respond in a timely manner to business calls or emails may result in the revocation of cell phone use privileges under this policy and further discipline.

Electronic communication made on City-issued mobile devices or on BYOD mobile devices that involves government policy or business is subject to state record retention requirements and may be subject to the Wisconsin Public Records Law. The content of employee electronic communication may be subject to disclosure in litigation, audits, and other purposes. Users are authorized to make limited incidental use of the City-issued cell phones for personal purposes, but employees have no expectation of privacy or confidentiality in such use. Personal devices of employees receiving reimbursement under the BYOD policy are subject to the same legal requirements under the Wisconsin Public Records Law for communications related to City business. Communications of purely personal nature are exempt.

VI. TIME AT WORK & TIME AWAY FROM WORK

A. WORK SCHEDULES & HOURS OF WORK

The scheduled hours for each full-time position shall generally be forty (40) hours per week in accordance with department policy. Part-time employees shall work a normal schedule of hours averaging less than those established for full-time positions within the department.

Temporary variations in daily or weekly work schedules may be authorized by the Director in response to department needs. The Director, at their direction, may authorize temporary variations in work schedules for subordinate employees to accommodate employee needs or to eliminate or reduce overtime. Any such variations shall be in accordance with the Fair Labor Standards Act. Where applicable, salaried employees, administrative, and professional positions may be allowed to work flexible hours to accommodate workload fluctuations.

The accrual and use of compensatory time and flextime is approved at the discretion of the City Administrator or his designee.

Lunch Periods: A non-paid, one-half-hour lunch period shall normally be provided midway through an employee's shift.

City Hall Staffing: During regular office hours, the minimum staffing level will be 2 staff members. To best assist the public, all City Hall staff must be able to answer questions about the Clerk, Treasurer, Utility, and Administration.

B. OVERTIME

Overtime is defined as time compensated for more than an 8-hour workday. All overtime shall be approved in advance by the employee's immediate supervisor. It is the responsibility of the Director and first-line supervisors to assign overtime work only when emergencies or other compelling additional work cannot be accommodated by reassigning work priorities. Eligibility for overtime compensation shall be determined by individual department policy and the Fair Labor Standards Act. Generally, salaried persons in executive, administrative, or professional positions shall be ineligible for any form of additional monetary compensation for overtime hours worked, but may be allowed to vary their work schedules in accordance with the Work Schedules section above. Exceptions to this general rule may be made by the Common Council.

Non-exempt Employees: Hourly employees shall be eligible for overtime pay at the rate of time and one-half their regular rate of pay for all hours compensated in excess of an 8-hour workday.

Hours compensated will include all types of paid leave.

On Call. Any Public Works employee who accepts a request to remain "on call" outside his/her regular hours for possible work that evening shall receive fourteen (14) hours of pay for each week of the inconvenience. (CC 8-22-16)

An hourly employee called out to return to work outside their scheduled shift will be compensated for a minimum of 2 hours of work. When an employee is called in to work for emergency overtime, the employee shall receive an additional twenty (20) minutes of pay as compensation for travel time.

Holidays. Hourly employees required to work a holiday shall be compensated at double time.

C. PAYROLL

City of Glendale employees are paid twice monthly, with paydays on the 10th and 25th of the month. If a payday falls on a weekend or a holiday observed by the City of Glendale, payroll checks will be distributed on the preceding workday.

Direct Deposit is required for all City employees at a financial institution of the employee's choice.

Final payment of wages to discharged or resigned employees will be made in full by the next scheduled pay period.

D. HOLIDAYS

The following holidays are observed by the City of Glendale. These will be paid holidays for all full-time regular employees:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Juneteenth	

Each regular full-time employee shall receive one (1) floating holiday per calendar year. The floating holiday will be scheduled by mutual consent of the employee and the supervisor. Employees hired on or after July 1 of a calendar year are not eligible for the floating holiday. In the event any employee terminates employment without having taken the floating holiday during a calendar year, such floating holiday shall be canceled and may not be reinstated or paid for. An employee will not be allowed to use a floating holiday after having given notice of termination.

Because the City operations always require attention, it is not possible for every employee to observe the legal holiday on the days noted above. If an employee is required to work on a holiday, they will receive a day off with pay on a date mutually agreed upon between the supervisor and the employee.

If the holiday falls on a Sunday, the subsequent workday shall be observed as the holiday. If the holiday falls on a Saturday, the preceding scheduled workday shall be observed as the holiday.

Each employee shall qualify for the above if that employee has reported for work on the last scheduled workday before and the first scheduled workday after the holiday. This provision is waived if the employee is on vacation.

E. FLEXIBILITY IN THE WORKPLACE

The City supports flexible work arrangements and allows departments to implement these arrangements, where appropriate, for eligible employees. The City recognizes changes in the workforce

trends and the need to improve the efficiency of its operations, better address work, personal, and family demands, and retain valuable employees. This policy outlines the City's commitment to providing flexible work arrangements to enhance employees' work-life balance.

Flexible work arrangements offered at the City include:

- Remote Work
- Flextime
- Compressed Workweek
- Policy Overview

Alternate Work Arrangements Definitions

Remote Work: Employees working at an alternative location (most commonly from home) rather than physically traveling back and forth to a designated site.

Flextime: A standard 40-hour workweek (for full-time employees) is complete, but there is flexibility in establishing daily start and end times. Days of the workweek may have varying start and end times, but the pattern should recur predictably over each workweek.

Compressed Work Week: Employees work 40 hours in fewer than five (5) full workdays. The most common type of compressed workweek is working four (4) 10-hour days or four (4) 9-hour days and one (1) 4-hour day within a week.

- The City operates a compressed work week from Memorial Day to Labor Day, with the City Hall building closing to the public at Noon on Fridays.
- From Labor Day to Memorial Day, the City Hall staff is permitted to operate on a compressed work week, maintaining the regular 8:00 am – 4:30 pm City Hall hours, provided staff are available to offer in-person services to the public, when necessary, such as voter services, property tax payment collection, and other necessary services throughout the calendar year.
- Department of Public Works maintenance staff is permitted to operate on a year-round compressed work schedule, which permits closing the Public Works yard for public access no earlier than 10:30 am on Fridays during a compressed work week, in compliance with all compressed work week compliance requirements.

Eligibility

A flexible work arrangement is a department option, and certain positions, by their nature, are not suited to such arrangements. Participation is not appropriate for all employees, and no employee is entitled to or guaranteed a flexible work arrangement.

An employee's classification, compensation, and benefits will not change if approved for a flexible work arrangement.

Approval

All flexible work arrangements must be approved by the City Administrator. Department Heads are responsible for ensuring flexible work arrangements, approved by the City Administrator, do not disrupt City operations and level of service(s) provided and that employees are productive and

responsive while working. Prior to approval of a flexible work arrangement, supervisors and Department Heads will consider several factors, including but not limited to customer service requirements, equipment availability, employee performance, the level of supervision needed, safety and liability concerns, etc.

To be approved for a Remote Work arrangement, employees must read the outlined Remote Work conditions below. All desired Flexible Work Arrangements must be presented to and approved by the employee's immediate supervisor in advance.

Remote Work Guidelines

Expectations and Responsibilities of Employees

The employee is responsible for maintaining a safe, ergonomic environment under the remote work arrangement.

Employees may be called to work at their regular workplace on the regular remote day to meet workload requirements. The supervisor should provide as much advanced notice as possible. Time spent in normal commuting or ordinary travel from the employee's home to the workplace when no work has been performed at multiple locations shall not be considered as hours worked.

The duties, obligations, and responsibilities of an employee working remotely are the same as those of employees at a centrally located workplace. Employees who work remotely are expected to work from home or another designated location under their flexible work arrangement.

Employees are responsible for maintaining availability, responsiveness, and productivity and quality of work at the expected standard while working remotely. Inadequate availability reduced work production, and/or poor or reduced work quality may be cause for modifications or an end to the remote arrangement.

Employees are responsible for providing a stable, sufficient internet connection to complete their work efficiently. Employees are expected to perform due diligence to protect the security and confidentiality of the City's data and information while working from home or at an off-site location. Employees should continue to abide by the City's Computer, Internet, and Email Use policies.

Equipment and Supplies

Computer and telephone equipment may be provided on a case-by-case basis to employees, but the City, based on availability. Remote access to the City's network may be provided to the employee at the discretion of the IT staff based on recommendations of the employee's supervisor and Department Head. If the City's remote access system included Internet access or other services, the employee may only use this access or service in a manner consistent with City policies (see the City's Computer, Email, and Internet Use policies for more information.)

The City will provide routine maintenance and repairs for City equipment only. The City will not provide maintenance or repairs for employee-owned equipment.

The City will not pay for or reimburse the employee for any communication charges, including internet access or service, cell phone charges, etc., aside from what is outlined in the cell phone reimbursement policy.

Necessary office supplies should be obtained through the normal procurement process. Office furniture will not be provided to employees who telework.

Employees who telework are subject to the same City policies regarding the use of City-provided equipment, supplies, and services as those of employees at the centrally located workplace.

Liability

Workers' compensation coverage is limited to designated work areas in employees' homes or alternate work locations. Employees agree to practice the same safety protocols they would use in the workplace and to maintain safe conditions in their alternate work locations. In the event of a job-related incident, accident, or injury during telework hours, the employee shall report it to their supervisors as soon as possible and follow the normal reporting procedures.

Workers' compensation will not apply to non-job-related injuries that occur while teleworking. The employee also remains responsible for injuries to third parties and/or members of the employee's family on the employee's premises.

Compressed Schedule

- a. The City Administrator may approve Compressed Schedules for City Hall and Public Works employees, provided that all employees work a minimum of forty (40) hours during compressed schedules (excluding leave).
- b. During compressed schedules, employees are not eligible for overtime for time worked in excess of eight (8) hours in a day if the excess of eight (8) hours is the result of the compressed schedule.
- c. The City Administrator may approve a compressed schedule for City Hall employees that could result in City Hall being closed at noon on Fridays from Memorial Day to Labor Day each year.

F. VACATION:

1. VACATION. Vacation is an employee benefit granted to full-time employees based on the employee's length of service.
2. ELIGIBILITY.
 - a. Regular full-time and eligible part-time employees, hired after the approval date of this benefit program.
 - b. All regular full-time or eligible part-time employees hired prior to the approval of this benefit must convert to Vacation as of January 1, 2025, in lieu of the PTO benefit program.
 - c. In case of termination (health, layoff, or misconduct), payment for earned unused vacation will be made via a final paycheck.

VACATION SCHEDULE.

Table 5.1:

The chart is calculated based on an employee's 8-hour day.

Years of Service	Semi-Monthly Hours	Annual Hours	Annual Days	Maximum Accrual Hours Limit
< 1 year	4.0	96	12	-
1-5 years	6.0	144	18	184
6-14 years	7.67	184	23	224
15-20 years	9.33	224	28	248
> 20 years	11.0	264	33	288

* For illustrative purposes only.

Table 5.2:

Chart calculated based on an employee's 8.5-hour day.

Years of Service	Semi-Monthly Hours	Annual Hours	Annual Days	Maximum Accrual Hours Limit
< 1 year	4.25	102	12	-
1-5 years	6.38	153	18	195.5
6-14 years	8.15	195.5	23	238
15-20 years	9.92	238	28	263.5
> 20 years	11.69	280.5	33	306

Employees (hired prior to January 1, 2025) are eligible to convert all accumulated and accrued PTO leave hours into the vacation program.

At the sole discretion of the City Administrator, newly hired employees may be granted vacation at a higher accrual rate than the normal schedule for such employees based on past municipal or related experience.

USE DURING EVALUATION PERIOD. New employees start accruing vacation at the time of hire during their evaluation period. However, any employee who leaves employment for any reason during their first year of employment shall have any vacation days used deducted from the employee's last paycheck.

4. REQUESTS FOR AND USAGE OF VACATION.

- a. Vacation is a benefit available to regular full-time and eligible part-time employees. However, the scheduling of time off depends on the judgment and

discretion of the employee's Department Head or their designee.

- b. Employees shall request Vacation with at least three (3) days' advanced notice. Vacation may be denied by the Department Head or designee if proper advanced notice is not provided. Vacation may be granted if three days' advance notice is not provided, the employee's absence does not negatively affect departmental workload or project completion, and sufficient staffing levels exist, except for leaves covered by FMLA.
- c. Vacation can be taken in hour increments as deemed necessary and desirable by the employee with the approval of the Department Head or designee. Vacation shall be paid at the employee's regular rate of pay.
- d. An employee will continue to accrue Vacation during a leave of absence if the leave is with pay.
- e. If an employee's Vacation days have been exhausted, any additional time off, if granted and allowed under the FMLA, will be unpaid. Negative balances are not permitted. Any employee who has exhausted Vacation and is not eligible for FMLA may be subject to disciplinary action up to and including termination for any further absences.
- f. An employee in an unpaid leave status shall not accrue Vacation.

5. REIMBURSEMENT OF ACCUMULATED VACATION LEAVE.

- a. Upon retirement or resignation, employees who have worked at least six (6) months shall be paid for all accrued but unused Vacation.
- b. Employees may not utilize planned Vacation to extend an employee's last date of employment, nor may it be applied toward the notice period, which is intended as a working notice period.
- c. Employees who resign without a minimum of two (2) weeks' advanced notice shall forfeit their accrued Vacation leave.
- d. Employees who retire in 2025 shall be granted all vacation leave on January 1, like all other employees. If an employee retires in 2025, vacation leave shall be prorated based on the pay periods worked. If an employee uses more vacation time than granted on a pro rata basis, the value of the vacation time used shall be deducted from their final paycheck.

6. SICK LEAVE

- a. All employees eligible for Vacation are also eligible for Sick Leave in accordance with the Employee Handbook.
- b. Employees shall earn 32 hours of Sick Leave annually on January 1st.

- c. Employees shall be granted Sick Leave upon being hired as an eligible employee, on a pro rata basis, determined by the City Administrator.
- d. Sick Leave is provided as paid time off at the employee's regular rate of pay. Paid Sick Leave may be used for the employee's own illness, injury, medical appointments, or to care for a sick eligible family member.
- e. Employees with a previously established Medical Leave Bank shall maintain their balances, and this leave shall be used in accordance with the version of the Employee Handbook when the Medical Leave Bank was created by the City.
- f. All unused Sick Leave is accumulated by the employee, with no maximum accumulation limits. Employees are not required to use Sick Leave in any year.

USES.

- a. Sick Leave may be used in quarter-hour increments. It must be used for legitimate illness, injury, or medical appointments. Sick Leave may also be used for purposes covered under the applicable FMLA (Family and Medical Leave Act)
- b. In the event the Sick Leave is exhausted for qualifying events, the employee shall use Vacation or their Frozen Sick Leave Bank. Time off without pay is not allowed, except for absences covered by FMLA. Negative leave balances are not permitted.
- c. Employees who have a covered event that will require them to be absent for more than three (3) working days must contact their Department Head or designee.
- d. Sick Leave may be accessed for an employee's non-intermittent FMLA after the appropriate certifications have been received and approved by the City Administrator's Office.
- e. Using Sick Leave for intermittent leave may be approved by the City Administrator's Office under certain circumstances, such as prolonged therapies requiring multiple appointments, travel requirements, or symptomatic absences due to treatments.
- f. Sick Leave may be used for the three (3) day waiting period to cover time loss in the event of a Worker's Compensation time loss.
- g. The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of medical leave may result in loss of pay for the duration of the absence and may be considered grounds for disciplinary action.
- h. The Employer may require the employee to provide a certificate of recovery before the employee returns to work from a registered physician as named either by the employee or the Employer.
- i. Employees who are ill should not report to work. Employees who report to work appearing to be ill and in danger of harming themselves or others may be sent

home. Sick leave time will be deducted to account for this time off.

- j. Employees may deduct hours from their Vacation or Frozen Sick Leave balance and transfer the hours to Sick Leave.
- k. If an employee utilizes all his/her Sick Leave hours, another employee may donate up to sixteen (16) hours of accrued Sick Leave per year to the employee.

8. EMPLOYEES HIRED PRIOR TO JANUARY 1, 2022 – FROZEN SICK LEAVE BANK

Employees hired prior to January 1, 2022, will have their balance of sick leave hours as of December 31, 2021, placed in a Frozen Sick HRA Bank. The hours may be transferred from this bank to Sick Leave at the employee's request.

Unused Frozen Sick hours up to 102 days, may be paid out for these employees who have worked at least 20 years in the City of Glendale. The hours will be paid to an HRA account at the time of retirement.

Employees promoted out of a union position to a non-represented position will fall under the above criteria as of their promotion date.

Hours taken out of the Frozen Sick HRA Bank for the Sick Leave cannot be transferred back to the Frozen Sick HRA Bank.

9. SICK LEAVE PAYOUT

Employees are eligible for unused, accumulated sick leave payout as follows at retirement with at least 20 years of service:

Accumulated sick leave, up to a maximum of half of their accumulated sick leave up to 408 hours, is paid out to a health reimbursement account (HRA) in the employee's name to offset post-retirement health expenses.

FAMILY MEDICAL LEAVE

The Federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA) provide employees with the right to take unpaid leave when employees need time off from work to care for themselves or a family member who is seriously ill, to care for a newborn or newly adopted child or to attend to the affairs of a family member who is called to active duty in the military. Questions regarding these laws and the City's FMLA/WFMLA policy should be directed to the City's Human Resources Department.

Eligibility

(1) WFMLA:

- 1. Employee must have worked for the City for more than 52 consecutive weeks.
- 2. Employee must have worked for the City for at least 1,000 hours during the 52-week period preceding the beginning of the leave.

(2) FMLA:

1. Employee must have worked for the City for at least 12 months.
2. Employee must have worked for the City for at least 1,250 hours of service during the 12-month period preceding the beginning of the leave.

Leave Entitlement

Leave under the WFMLA and FMLA will run concurrently under circumstances where an employee's use of leave qualifies under both laws. Leave under the FMLA/WFMA may be taken intermittently or on a reduced leave schedule when medically necessary.

1. WFMLA:

Employees are allowed up to ten workweeks of unpaid leave in a calendar year as follows:

- a. Up to six weeks of unpaid leave for the birth or adoption of a child.
- b. Up to two weeks of unpaid leave for the care of a child, spouse, domestic partner or parent with a serious health condition.
- c. Up to two weeks of unpaid leave for the employee's own serious health condition that makes the employee unable to perform his or her duties.

2. FMLA:

Employees are allowed up to 12 workweeks of unpaid leave in a calendar year for any combination of the following:

- a. Birth, adoption, or foster care placement of the employee's child.
- b. To care for the employee's spouse, child, or parent who has a serious health condition.
- c. For the employee's own serious health condition.
- d. Due to any qualifying exigency arising because of the employee's spouse, son, daughter, or parent serving on active military duty in a foreign country. The U.S. Department of Labor defines eight circumstances that constitute a "qualifying exigency":
 - i. Short-notice deployment (7 days' notice or less)
 - ii. Attend military events/ceremonies and related activities related to active duty or call to active duty
 - iii. Childcare and school activities
 - iv. Financial and legal arrangements
 - v. Counseling
 - vi. Spend time with a military member who is on temporary rest and recuperation leave
 - vii. Post-deployment activities

- viii. Additional activities not encompassed in the other categories, but agreed to by the employer and employee
- 3. Employees are allowed up to 26 workweeks of unpaid leave in a single 12-month period to care for their parent, spouse, child or next of kin who, is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a veteran, and who has a serious injury or illness incurred or aggravated in the line of duty within the last five years that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list.
- 4. Serious Health Condition: Under the FMLA/WFMLA, a “serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Notification of Leave

- (1) Employees requesting FMLA/WFMLA leave should notify the City’s Human Resources Department by submitting a leave request form.
- (2) In the event of foreseeable FMLA/WFMLA leave, the employee must notify the City at least 30 calendar days before the date on which leave is to begin, or as soon as practicable. In the event of unforeseeable leave, notice must be provided to the City as soon as practicable after the commencement of leave.
- (3) Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City’s operations.
- (4) Failure to comply with the notification requirements under this policy may result in the delay or denial of FMLA/WFMLA leave, in which case an employee’s absences may be subject to the City’s regular attendance policy.

Substitution of Paid Leave During FMLA and/or WFMLA Leave

- (1) Under WFMLA, employees may elect to substitute any type of City-provided paid leave (vacation, sick leave, etc.) during WFMLA leave.
- (2) Under FMLA, an employee may be eligible to substitute, or the City may require that the employee substitute, some forms of City-provided paid leave during FMLA leave.
- (3) Under circumstances where an employee is receiving workers compensation, workers compensation will run concurrently with any FMLA/WFMLA leave.

Certification

- (1) An employee taking leave involving the serious health condition of the employee or the employee's family member, or the serious injury or illness of a covered service member, will be required to provide medical certification completed by a health care provider within 15 days of the City's request for certification. The City may require second or third medical opinions, and/or recertification from employees taking FMLA/WFMLA leave, as deemed necessary and permitted by law.
- (2) An employee taking leave due to a qualifying exigency arising as a result of the employee's spouse, son, daughter, or parent serving on active military duty in a foreign country may be required to provide documentation verifying the need for such leave. In such instances, the employee is required to provide the requested documentation within 15 days of the City's request for the documentation.
- (3) Employees returning to work after the completion of FMLA/WFMLA leave for their own serious health condition may be required to submit a fitness-for-duty certification verifying their ability to perform the essential functions of their position.
- (4) The City may require additional certifications from those employees taking FMLA/WFMLA leave as it deems necessary, and as permitted by law.
- (5) The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, the City requires that employees not provide any genetic information when responding to requests for medical information associated with FMLA leave. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.
- (6) Failure to comply with the certification requirements under this policy may result in the delay or denial of FMLA/WFMLA leave, in which case an employee's absences may be subject to the City's regular attendance policy.

Continuation of benefits

- (1) During any period of FMLA/WFMLA leave, an employee will be retained in the employee's elected group benefit plans on the same basis as if the employee had been continuously employed during the employee's leave period. To continue group coverage, the employee must continue to make any contributions that the employee made to the plan before taking leave. In some instances, the City may recover the cost of the employer's contributions towards the employee's group coverage made during the FMLA/WFMLA leave period if the employee fails to return to work upon the conclusion of the employee's leave.

Return to work

- (1) Generally, an employee taking leave under the FMLA/WFMLA will be restored to the job position the employee held prior to taking leave, or to a position with equivalent pay, benefits and other terms of employment.
- (2) An employee who desires to return to work before the scheduled expiration of the employee's FMLA/WFMLA leave must notify the City of such desire as soon as possible, but no later than two working days prior to the employee's requested return date.
- (3) Generally, an employee who fails to return to work after the expiration of the employee's FMLA/WFMLA leave will be subject to the City's regular attendance policy, which may lead to discipline, up to and including discharge.
- (4) As with all leaves of absence, other than military leave, no employee may pursue or engage in outside or supplemental employment (i.e., moonlighting) while on FMLA/WFMLA leave.

Employer Responsibilities

- (1) The law requires that employers covered under the FMLA inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.
- (2) It is unlawful for any employer to: (1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or (2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- (3) An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for violation of the FMLA. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

G. JURY DUTY

All full-time employees of the City shall be granted a leave of absence when serving on a jury.

The City believes its employees serving as jurors should be 'made whole' while serving on a jury. Therefore, employees will receive their regular rate of pay for the time served as a juror plus any mileage reimbursement; however, this requires employees to relinquish the "per diem" portion of the Court paid portion of their jury duty compensation to the City by sending a copy of the court check to Human Resources to have the amount, less mileage, deducted from the next paycheck. As a condition for the above payments, the employee is required to report for work at his/her scheduled hours both before and after jury duty when reasonably possible.

Part-time employees are not eligible for paid time off for jury duty but shall be allowed to modify their work schedule to accommodate such duty when reasonably possible.

H. MILITARY LEAVE POLICY

The City allows military leave for all employees who temporarily leave the City's employment to join and/or serve in the United States military. Further, the City's military leave complies with all requirements of State and Federal law, including the Family and Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA). Questions regarding military leave should be directed to the City's Human Resources Department.

Notification: All employees requesting military leave must notify the Human Resources Department prior to said leave unless precluded by military necessity. The notice must be in writing and, where appropriate, include a copy of the employee's military orders and/or training schedule.

No Loss of Pay or Benefits: The City allows employees to take military leave without loss of pay or benefits. Employees who wish to take military leave without loss of pay must submit pay records from the Military substantiating his/her military pay during the period of leave. The City will then pay the difference between the rate of pay from military service and the employee's normal rate of pay from the City, provided the employee's rate of pay from the City is greater than the employee's rate of pay from military service.

Employees on military leave without loss of pay or benefits for one year must request in writing to have their pay and benefits continued beyond the one-year period. Military leave without loss of pay or benefits is not available to employees who volunteer for active duty or voluntarily remain on active duty beyond the period of their initial call to active duty.

I. BEREAVEMENT LEAVE

Employees shall be allowed up to three (3) days off with pay in the event of death in the immediate family (spouse, child, stepchild, mother, father, stepparent, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, and mother-in-law).

Employees shall be allowed up to four (4) hours of paid leave to attend the funeral of a fellow City employee or official.

J. BAD WEATHER POLICY

If bad weather (such as snow or freezing rain) creates hazardous traveling conditions between an employee's home and his work site, an employee may be granted permission by his supervisor to leave work early, to arrive at work late, or be excused for the day. The City Administrator will determine whether employees will be required to use vacation for time excused.

This policy shall not apply to positions responsible for providing protective services, for improving driving conditions, or attending to emergency infrastructure conditions. Employees in such positions are expected, as a condition of their respective work, to adjust their arrival and departure in accordance with predicted conditions.

SALARY CLASSIFICATION SYSTEM

Pay Grade System

To appropriately compensate employees with varying levels of responsibility, experience, and educational achievement, 11 Pay Grades are used, representing a pay span of approximately 35% from minimum to maximum rate. This series of pay grades and ranges is uniform to facilitate organizational unity and equity among employees who serve in similar positions across the organization.

Position Classification Plan

The Position Classification Plan provides a systematic agreement of positions into the pay grade system. In evaluating each position, a quantitative point factor comparison method is used. The factor comparison method cross-comparisons all jobs on each level of each factor, using eight factors. Jobs of a different character or in different organizational units are compared against all other jobs on all factors. The factor points are weighted to reflect the organization's overall missions, goals, and values.

Administration

Each employee shall receive base pay in accordance with his or her position classification within the Salary Classification System. Only base pay is included within the pay range.

General Administration

The total aggregate base pay amount allocated towards base salaries shall be included in the budget and approved by the Common Council.

The City Administrator or his/her designee shall be responsible for the administration and interpretation of the Pay Plan and shall set base salaries for all employees within the limits of the Salary Classification System.

Base Pay Adjustments

Adjustments (upward or downward) in base pay shall be granted to all eligible employees based on allocations by the Common Council for employee compensation.

All employees are eligible for compensation adjustments on January 1st as approved by the Common Council. All employees whose January 1st salary is below the midpoint of their pay grade may be eligible for an adjustment in base pay on their original anniversary date, up to 2%. The actual increase shall be based on the employees' most recent performance review.

EMPLOYEE ACKNOWLEDGEMENT

I have received a copy of the Employee Handbook. I have read, and I understand its contents. I acknowledge that it is my responsibility to ask questions about anything I do not understand.

I understand that it is my responsibility to comply with all City policies, rules, and expectations as set forth in this Handbook, as well as policies, rules, and expectations that the City may otherwise establish or change from time to time. I further understand and acknowledge that this Handbook provides guidelines and information, but this Handbook is not, nor is it intended to constitute, an employment contract of any kind. I understand that any contract or employment agreement must be authorized and approved by the City Council at a duly noticed meeting. I acknowledge that I have not entered into any such individual agreement or contract by acknowledging receipt of this Handbook or by following any of the provisions of this Handbook. I understand that any contract or employment agreement must be authorized and approved by the Employer and Union to the extent required by law.

I understand that the contents of this Handbook may be changed by the Employer at any time, with or without notice.

_____Initials

I have, as part of this Handbook, received the City's Discrimination, Harassment, and Retaliation-Free Workplace Policy. I have read, and I understand its contents.

_____Initials

I acknowledge that it is my responsibility to ask questions about anything I do not understand in this policy and to comply with its provisions.

_____Initials

After you have read the Handbook, initial and sign this page. Then please detach the page from the Handbook and return it to your supervisor, who will submit it to the Human Resources Department for placement in your personnel file.

Employee's Signature

Date

Print Name

Addendum A
CITY OF GLENDALE
SEPARATION CONFIDENTIALITY AGREEMENT

The undersigned, in consideration of such benefits as have, or continue to be provided, through employment by the City of Glendale, hereby agrees that he/she shall not retain, divulge, or disclose, any restricted or sensitive information, or any matters or information concerning City activities and personnel, subsequent to his/her separation from employment.

Dated this _____ day of _____, 20____.

Print Name:_____

WITNESS:

ADDENDUM B

EMPLOYEE ASSISTANCE PROGRAM

PURPOSE: This chapter sets forth the objectives of the Employee Assistance Program. It defines referral procedures and the administrative structure and identifies the nature of the program features.

PROGRAM OBJECTIVES: The City of Glendale recognizes that a wide range of problems, although sometimes not directly associated with one's job responsibilities, can have an adverse effect on an employee's job performance, and that such problems may be partially a result of stress experienced in the course of employment. In most instances, employees overcome such personal problems independently, and the effect on job performance is negligible. In other instances, normal supervisory assistance will be required to return an employee's job performance to an acceptable level.

In some cases, however, neither the employee's efforts nor the supervisor's has the desired effect of resolving the employee's problem, and unsatisfactory performance persists over a period, either constantly or intermittently. The City Council believes that it is in the interest of the employee, the employee's family, and the City to provide employee services that deal with the problems of alcoholism, drug abuse, and personal problems. The purpose of this policy is to ensure that employees experiencing any of these illnesses receive the same careful consideration and offer of treatment that is currently extended to employees with other illnesses. Similarly, an employee's job performance may also be affected when a member of his family is afflicted with alcoholism, drug dependency, or emotional problems. In that interest, the City extends the same offer of information, referral, and assistance to employees' immediate family members. The illnesses of alcoholism, drug dependency, and emotional disorders will receive financial benefits and insurance coverage in accordance with established employee benefit plans or relevant statutory provisions.

BEHAVIOR-MEDICAL PROBLEMS: The behavior-medical problems dealt with in this policy are defined as follows:

- A. Alcoholism: A chronic and progressive illness manifested in repeated and uncontrolled drinking of alcoholic beverages more than for dietary and social uses. Alcoholism is characterized by dependence on the drug alcohol, to the extent that it interferes with the employee's health, safety and/or job performance.
characterized by a psychological and/or physiological dependence to the extent that it interferes with the drug user's health, safety, and/or job performance.
- B. Emotional Illness: An emotional condition characterized by thoughts and actions which are unrealistic, irrational, or inappropriate to the extent that it interferes with the individual's health, safety, and/or job performance.
- C. Other Personal Problems: Problems that interfere with the individual's health, safety, and/or job performance, such as marital, family, financial, legal, or emotional problems.

ADMINISTRATIVE STRUCTURE: The City of Glendale recognizes that the behavioral-medical problems of alcoholism, drug dependency, and emotional illness are highly complex illnesses that can be successfully treated.

It is recognized that the social stigma often associated with alcoholism, drug dependency and emotional illness has no factual basis. It is believed that an enlightened public attitude and a realistic acceptance of

these behavioral-medical problems as illnesses will encourage employees who suspect that they may have such an illness, even in its early stages, to take advantage of the diagnostic, counseling, and treatment services available. Therefore, it is the policy of the City of Glendale to handle such problems within the following framework.

- A. Implementation of this policy should not require, or result in, any special regulation, privileges, or exemptions from the standard administrative practices applicable to job performance requirements. Nor shall there be any inconsistency with Labor Agreements.
- B. The City of Glendale believes that supervisory use of this program should be based on confronting the employee with unacceptable job performance criteria.
- C. It shall be the employee's option to accept or reject a referral for diagnosis or professional treatment. The City of Glendale encourages employees to seek help on their own initiative, and nothing in this policy negates that right.
- D. The fact that an employee accepts, rejects, or fails to respond to treatment for alcoholism, drug abuse, or other personal behavior-medical problems, in no way diminishes the employee's responsibility to meet required job performance standards.
- E. It will be the responsibility of all management and supervisory personnel to follow procedures that assure employees with behavioral-medical problems that their job security or promotional opportunities will not be jeopardized by a request and/or referral for diagnosis and treatment.
- F. All records on employees referred, and actions taken under this program, are to be maintained in the strictest of confidence.
- G. Discussion and speculation about an employee's suspected personal problems, which betrays personal information expressed to Management or fellow personnel, can have the effect of creating gossip and rumor within the organization and as such is prohibited. Such communications are contrary to the intent of the Employee Assistance Program and will certainly undermine the confidence employees must have for the program to be effective.

COORDINATOR RESPONSIBILITIES: The Human Resource Office is designated as the Coordinator of the Employee Assistance program. The Human Resource Office is responsible to:

- A. Establish procedures that ensure counseling, treatment, and referral to outside agencies when necessary.
- B. Ensure that the discussion between the employer and the employee during the evaluation and referral interviews remains confidential.
- C. With the employee's approval, confidentially inform the employee's supervisor of the employee's progress.
- D. Conduct a back-to-work interview with the employee and supervisor when inpatient treatment has occurred.

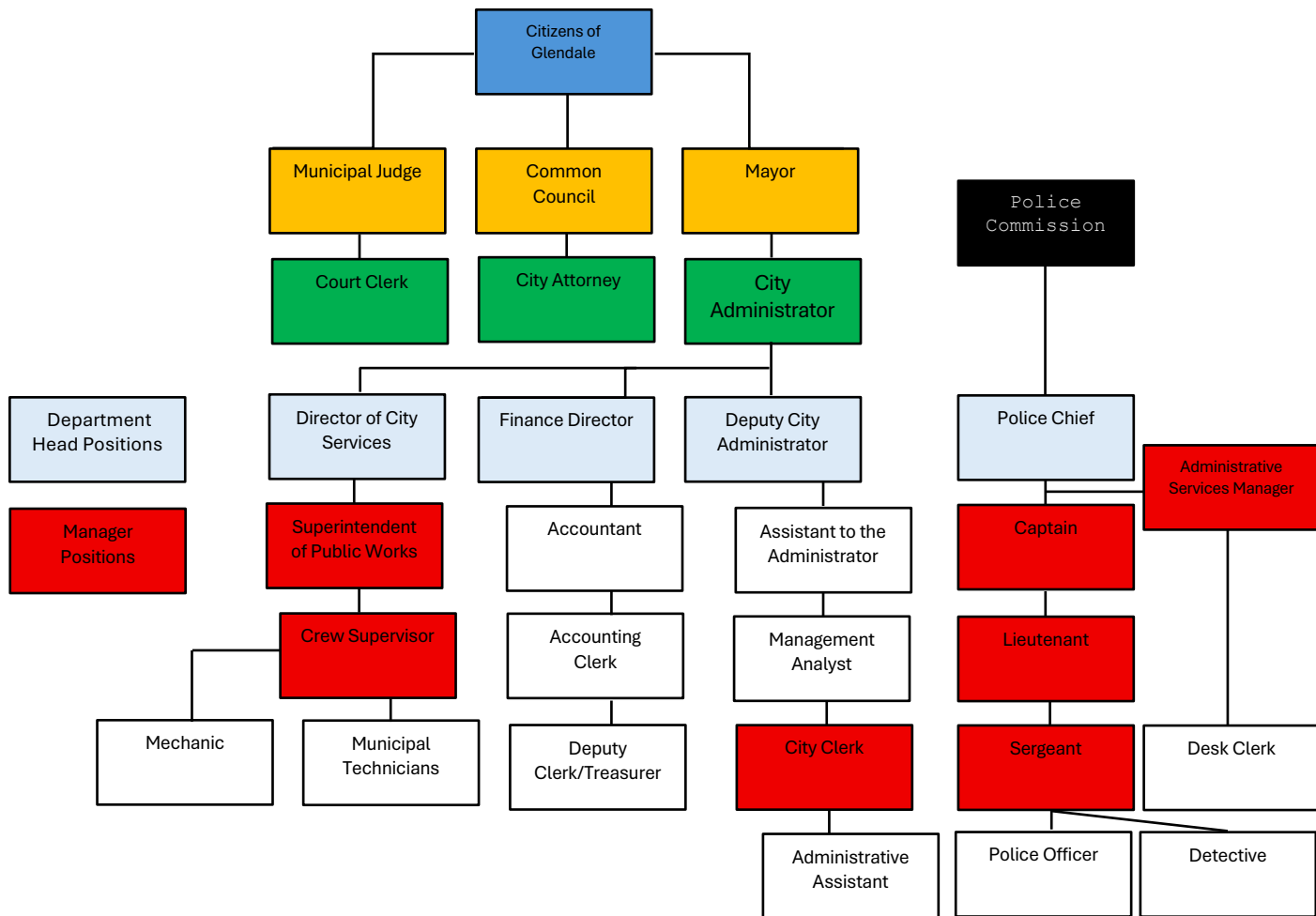
- E. Consult regularly with the management and staff concerning actions taken under this program.

MANAGEMENT RESPONSIBILITIES: All Management will continue to fulfill their personnel management responsibilities about performance efficiency by:

- A. Documenting specific instances where an employee's work performance, behavior or attendance fails to meet acceptable levels or where the employee's pattern of performance appears to be deteriorating.
- B. Advise the Human Resource Office of the employee's performance problem and the possibility of a referral. Management must be able to describe behavior but should not attempt to diagnose or draw conclusions. This is a medical or counseling responsibility.
- C. Informal Recognition: As soon as a department head recognizes that the employee has a continuing performance problem, the department head shall conduct an interview with the employee, focusing on the employee's poor work performance, and shall informally suggest to the employee that he seek assistance in dealing with his problem. At this point, it will be left up to the employee whether to obtain assistance. If unsatisfactory work performance ceases, no further action is needed.
- D. Official Recognition: When an employee's conduct or job performance remains below acceptable levels, and the informal suggestion fails to result in satisfactory improvement, the department head shall do the following:
 - 1. Formally document all the events that have led to the department head's recognition of the problem. Including the following:
 - a. Incident description, numbers, and dates, such as frequency and reasons for absences, discrepancies in job performance, etc.
 - b. Number of informal referrals.
 - 2. Report the information in a memorandum to the employee's supervisor.
 - 3. Set up a mutually acceptable appointment time for the employee to meet with the supervisor and the employee's supervisor.
 - 4. If the employee is uncooperative by failing to keep or reschedule the appointment, or by refusing to enter the program, and the employee's performance remains unacceptable, the department head shall initiate progressive disciplinary action to correct the poor job performance. Information recorded in this report shall include attempts by the department head to formally or informally refer the employee to diagnostic or treatment assistance.
- E. Employees who have made the decision to accept professional treatment, which will require absence from work, will be granted sick leave for this purpose. In case of insufficient sick leave, consideration will be given to granting an employee additional leave of absence without pay. This does not preclude the employee from seeking any other benefits available under relevant statutory provisions.

- F. The Human Resource Office shall determine, based on facts, the employee's ability to continue working during the treatment period. The Human Resource Office may remove an employee from the workforce until information has been obtained and assurances given by a psychologist, psychiatrist, or physician that the employee is able to return to work. City policy and contractual agreements shall be observed.
- G. The Human Resource Office has authorization to review all medical and/or counseling records to determine whether the employee is able to return to work.
- H. The Human Resource Offices shall submit semi-annual reports to the City Council outlining the program's general status. These reports are to be used solely to evaluate the program's effectiveness. Under no circumstances do they contain the names of the individuals involved.
- I. The procedure outlined herein will not apply under circumstances when management has good reason to believe an employee is involved in criminal conduct.

Organizational Chart





5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Review and Possible Action: *Authorization to Execute* - Multi-Year Agreement for Professional Engineering Services with Clark Dietz

FROM:

MEETING: April 27, 2026, Common Council Agenda

MEETING DATE: April 27, 2026

FISCAL SUMMARY:

Budget Summary:

Budgeted Expenditure: Operating and Capital Expenditures for Engineering Services

Budgeted Revenue:

STATUTORY REFERENCE:

BACKGROUND & ANALYSIS: The City currently does not have a Professional Services Agreement for Municipal Engineering Services. Glendale has employed Clark Dietz for the past 8 years. Work is initiated through an agreement for capital project design and inspection services and through staff's approval of work items related to the City's roadway, water, storm sewer, or sanitary sewer systems. I have broken down operational and capital engineering items below to explain the services.

Operational

Operational work is billed and conducted for the General Fund (roadway and general engineering), the Sanitary Fund, the Storm Water Fund, and the Water Fund. Some services are billed individually, and others are spread across various funds based on the amount of work conducted in each area. Some items have established costs, and others are work-order-based because the project scope varies with the amount of work. The frequency of the work and the cost are included in the chart.

The costs provided will be invoiced to these funds, with the remaining budget to cover unanticipated work costs.

Shared Costs

1. *General Consulting* — The general consulting costs cover work, meetings, and communication without billing for each individual contact.
2. *GIS Maintenance — Work* is regularly completed across all funds to update the City's GIS system. This approach will create an annual cost for the work, spread across the various funds.
3. *Capital Improvement Planning* — Sets an annual fee for CIP Planning and spreads it across the fund based on the time spent in each area.

General Fund (101)

Includes costs for roadway maintenance items such as crack filling, pavement marking, and contractor pre-qualifications.

Sanitary Utility (201)

Includes several task-order-based projects primarily for different phases of the required televising programs. Other costs are spread to the funds.

Storm Utility (250)

Includes numerous required tasks for the City's MS4 Permit. Other costs are for various inspections and reports. A flat cost was provided for the annual drainage system maintenance program for the 5 areas to be cleared on a rotating schedule.

Water Utility (900)

Includes mainly costs for shared services and water modeling assistance.

Capital Improvement Program

Identifies projects that are task-order-based, included in the budget, or Capital Improvement Plan. These task orders would be approved by the Common Council.

Agreement Terms

1. 3-year agreement.
2. Rates for projects and for hourly rates would adjust after 2027 with a permitted adjustment in 2028 based on CPI, with a minimum increase of 2% and a maximum of 4%.

Rate Comparisons

1. The rate chart shows the Clark Diets billing rates versus peer engineering firms in Wisconsin for various types of employees who generally perform work for the City.

2. Full rate comparison for 10 competitors

RECOMMENDATION:

ACTION REQUESTED:

ATTACHMENTS:

Glendale 2026 Engineering Competitor Rate Analysis Final v2, Rate Charts, PSA General Services
Glendale 20260421 v7 FINAL



March 17, 2026

Mr. Karl Warwick
City Administrator
City of Glendale
5909 N. Milwaukee River Pkwy.
Glendale, WI 53209

RE: Engineering Hourly Rates Comparison

Dear Karl,

As we work towards finalizing our general service contract with the City, you requested context and comparison of Clark Dietz's hourly rates with other similar firms to show the City is receiving appropriate value with rates offered in Clark Dietz's contracts for services rendered.

As it turns out, as part of our review of industry trends and efforts to make sure our rates are in line with our competitors, we routinely assemble a library of competitors' proposals, especially over the last few years. For the purposes of this memo, we compared to 10 engineering firms.

For simplicity, I have tabulated five main categories of personnel – these represent the most commonly used people in most engineering assignments.

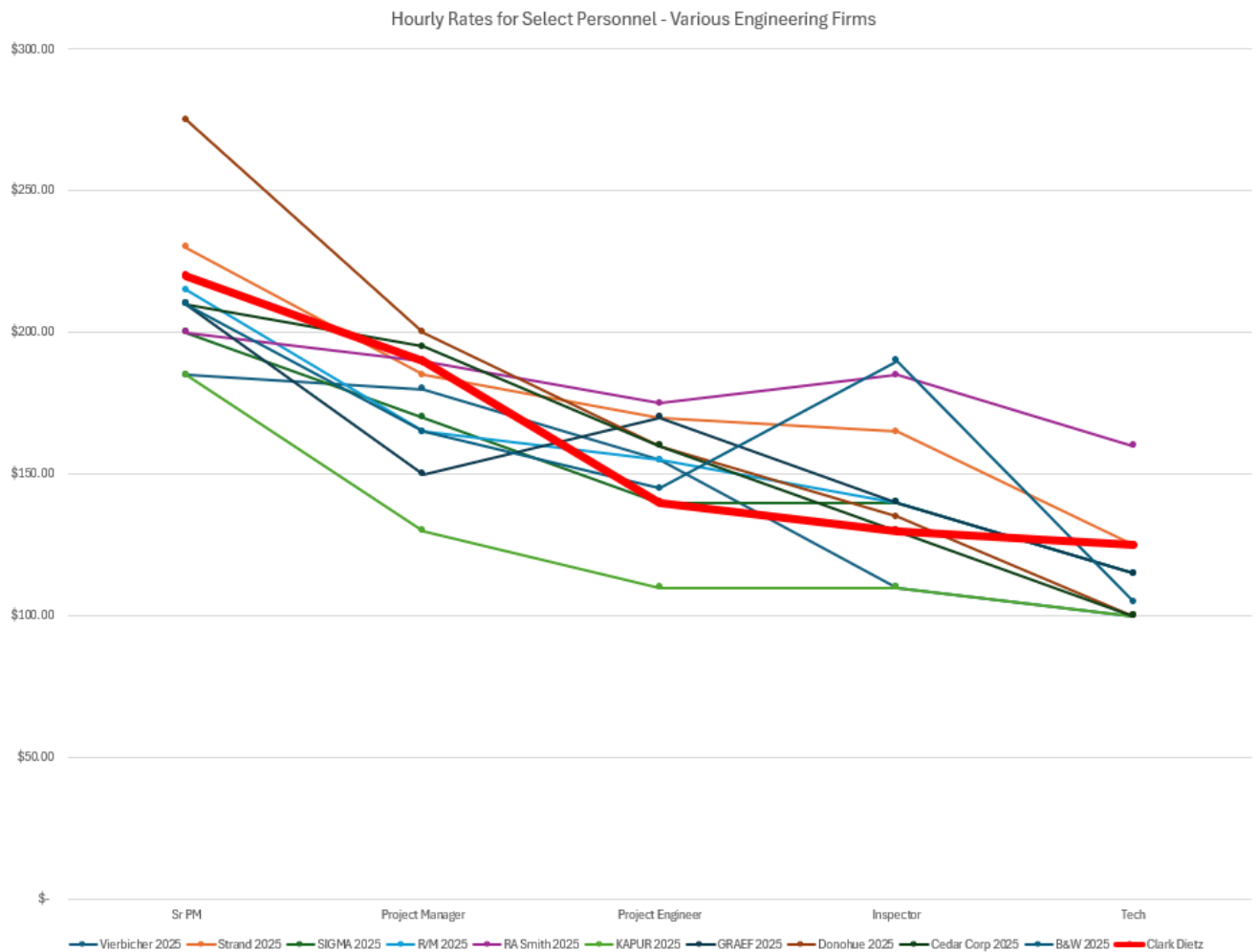
Below is the summary of tabular data:

	Vierbicher	Strand	SIGMA	R/M	RA Smith	KAPUR	GRAEF	Donohue	Cedar Corp	B&W	Clark Dietz
Sr PM	\$ 185.00	\$ 230.00	\$ 200.00	\$ 215.00	\$ 200.00	\$ 200.00	\$ 210.00	\$ 275.00	\$ 210.00	\$ 210.00	\$ 220.00
Project Manager	\$ 180.00	\$ 185.00	\$ 170.00	\$ 165.00	\$ 190.00	\$ 170.00	\$ 150.00	\$ 200.00	\$ 195.00	\$ 165.00	\$ 190.00
Project Engineer	\$ 155.00	\$ 170.00	\$ 140.00	\$ 155.00	\$ 175.00	\$ 140.00	\$ 170.00	\$ 160.00	\$ 160.00	\$ 145.00	\$ 140.00
Inspector	\$ 110.00	\$ 165.00	\$ 140.00	\$ 140.00	\$ 185.00	\$ 130.00	\$ 140.00	\$ 135.00	\$ 130.00	\$ 190.00	\$ 130.00
Tech	\$ 100.00	\$ 125.00	\$ 115.00	\$ 115.00	\$ 160.00	\$ 110.00	\$ 115.00	\$ 100.00	\$ 100.00	\$ 105.00	\$ 125.00

A graph of this table provides much more revealing information as seen on the next page. It's interesting to note that all firms are very similar in price per hour. Firms with high specialty services like Donohue (wastewater treatment plant work) have a narrower range of rates –even their less experienced engineers are more expensive than other municipal engineering staff.

For clarity, the table below averages the 10 firms listed above and compares to Clark Dietz in each of the five categories.

	Average (10 Firms)	Clark Dietz
Sr PM	\$ 213.50	\$ 220.00
Project Manager	\$ 177.00	\$ 190.00
Project Engineer	\$ 157.00	\$ 140.00
Inspector	\$ 146.50	\$ 130.00
Tech	\$ 114.50	\$ 125.00



This graph shows how Clark Dietz's hourly rates compare to 10 other engineering firms. Overall, for the group of engineering companies considered Clark Dietz competitors, we see that our rates, shown as the thick red line, fall right near the middle – we are neither the highest nor the lowest in the group.

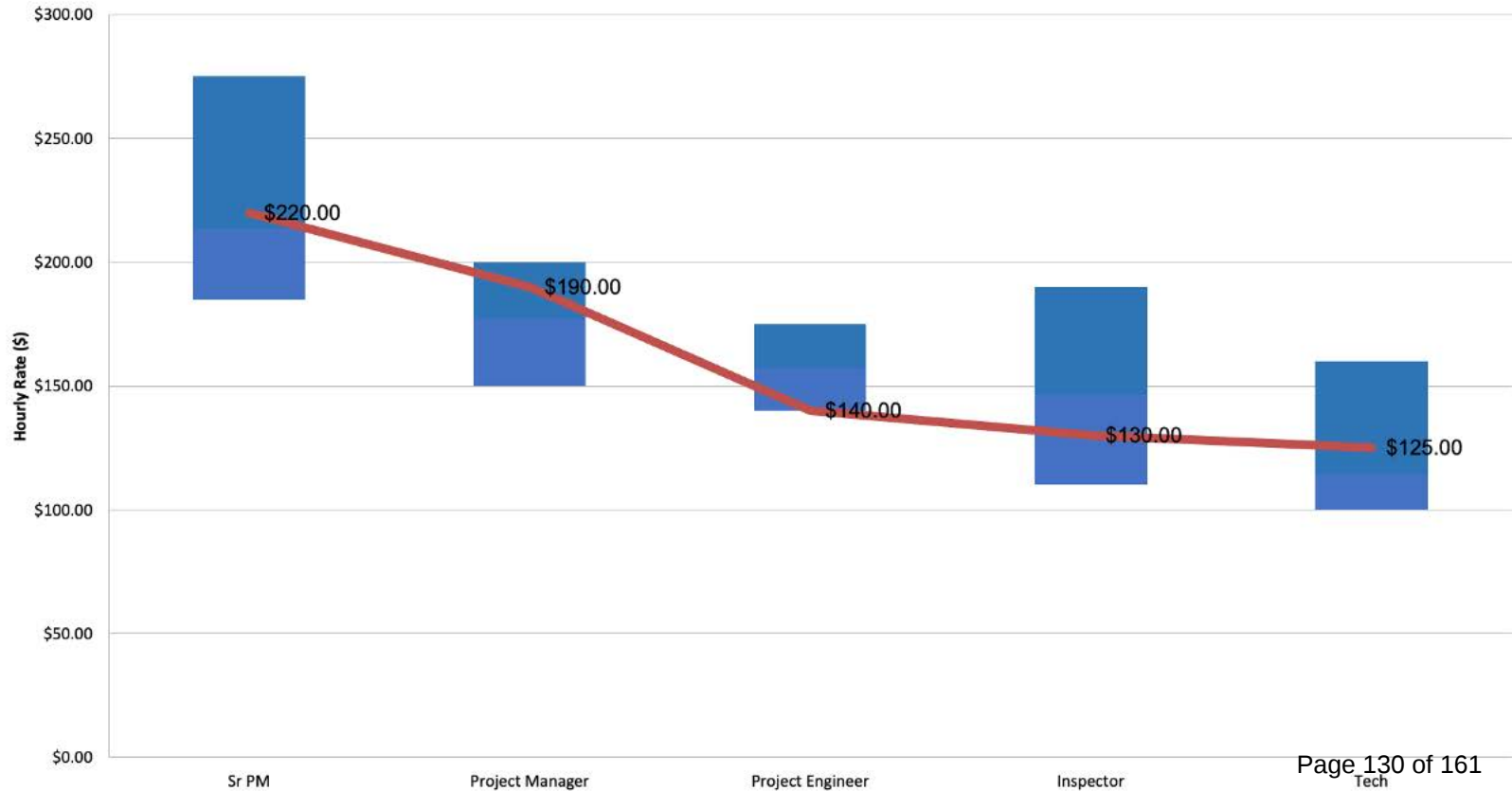
With superior client service, proven efficiency, and rates that compare favorably within the industry, we offer excellent value for the City of Glendale's consulting investment.

Please reach out with any further questions.

Sincerely,
Clark Dietz, Inc.

Emily K. Basalla, PE, CFM
Senior Vice President

Peer Rate Range vs. Clark Dietz



PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

City of Glendale Municipal Engineering Services

This Agreement is by and between

City of Glendale ("Client")

5909 N. Milwaukee River Parkway
Glendale, WI 53209

and

Clark Dietz, Inc. ("Clark Dietz")

759 North Milwaukee Street, Suite 624
Milwaukee, WI 53202

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I - SERVICES BY CLARK DIETZ, and Clark Dietz agrees to perform the Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

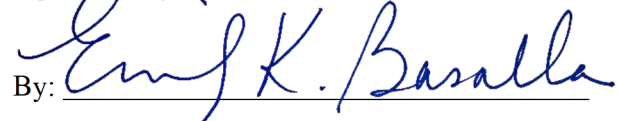
Agreed to by Client

By: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By: _____

Title: Senior Vice President

Date: March 30, 2026

PART I SERVICES BY CLARK DIETZ

A. Project Description

The Client is retaining Clark Dietz to perform Municipal engineering services to be provided on an “as requested” and “as directed” by the Client (“Services”). Services will generally include all tasks and deliverables reasonably necessary to address Client’s needs and within Clark Dietz’s areas of competence, including but not limited to attendance at meetings as requested by the Client, management of City consultants, including oversight, selection, and evaluation, technical opinions regarding matters affecting City government and residents, reviews and comments on various matters as requested and directed by the Client, assistance to Mayor, Alderpersons, and/or Common Council and Staff as directed and requested by the Client.

B. Scope

Clark Dietz will provide services only as specifically requested and directed by the Client, either verbally or upon written notice to proceed based on an approved Task Order for specific services. In general, services include but are not limited to:

- Infrastructure planning
- Engineering Design and/or construction management
- Attendance at meetings, including public information meetings
- Providing engineering opinions on matters affecting City government and/or residents
- Grant research, grant writing, grant management
- Coordination activities with other Agencies or Municipalities
- Providing cost estimates and schedules for planned infrastructure

The “general consulting” task will be provided to cover general inquiries on infrastructure and policies, engineering questions from staff, and meeting attendance. This task will be billed on a monthly retainer basis as shown in Part III. Additional items included herein will be delivered on an hourly basis at the current billing rates. All other services requiring separate task order shall be approved by the City in advance via written Task Order and may be delivered on an hourly basis or lump sum. The Task Order will indicate billing type (hourly or lump sum), the proposed services scope, and an estimate of total cost. Written task orders can be letter proposals or email authorizations.

Invoices will be billed separately according to the City’s General Ledger (GL) accounts:

- General Fund (101)
- Sanitary Utility (201)
- Water Utility (900)
- Storm Utility (250)
- Escrows
- Capital Improvement Projects (420) – budgeted and contracted under individual PSA

Below is a list of annual project tasks that Clark Dietz will provide to the City, with their corresponding Not to Exceed Amounts for 2026. The items included in the budgets below are engineering activities not related to the implementation of the Capital Improvement Program (budgeted and contracted separately). The NTE amounts below are for 2026 and 2027. Starting January 1, 2028, NTE amounts and billing rates will be adjusted as agreed upon based on Consumer Price Index (CPI-U) (Milwaukee) percentage ranging from 2% to 4%. Items with a change in scope for the next year will be renegotiated and submitted prior to January 1st in writing for approval.

Clark Dietz will assist in budgeting for these items in September/October of the preceding year to assist in planning for expected increases or decreases of necessary costs (with justification).

General Tasks (to be distributed below)

General consulting (Total split 50% General, 20% Sanitary, 20% Storm, 10% Water) Costs Distributed Below General inquiries on infrastructure and policies Attendance at internal/external meetings or agency conferences Engineering questions from staff	~8 hours/mo (\$21,600 annual) See below	Annual
GIS Maintenance (Total split 20% General, 10% Sanitary, 40% Storm, 30% Water) Costs Distributed Below Daily/weekly backup services Troubleshooting City input monitoring Requests regarding existing solutions Paper atlas updates	~10 hours/mo (\$16,000 annual) See below	Annual
Capital Improvement Planning (Total split 40% General, 10% Sanitary, 10% Storm, 40% Water) Costs Distributed Below	(\$15,000 annual) See below	Annual
PASER Ratings	TBD	Bi-Annual (2027)

General Fund/Roads (101)

Crack Sealing Program (identify scope, obtain quotes, review completed work)	\$4,000	Annual
Pavement Marking (exhibit preparation and coordination with City)	\$1,500	Annual
Contractor Prequalification (pre-bidding)	\$4,000	Annual
LRIP Planning	\$1,200	Bi-Annual (2027)
Software licensing (ArcGIS, T4 Vault, etc)	At Cost	Annual
General Consulting (50% of total general consulting)	\$10,800	Annual
GIS Maintenance (20% of total GIS maintenance)	\$3,200	Annual
Capital Improvement Planning (40% of total CIP)	\$6,000	Annual
Subtotal (General Fund):		\$30,700 Annual

Sanitary Utility (201)

Sanitary Sewer CCTV Program (3-year bid occurred in 2025 and will not reoccur until 2028) (Manage contractor, video QA/QC, add to videos and laterals to GIS, catalog defects and identify high priority defects)	Task Order	5 Year Cycle
Lining/Repairs	Task Order	2027 & 2028
Televising (Bidding, Contract Management)	Task Order	2029-2031
eCMAR Annual Reporting	\$1,400	Annual
General Consulting (20% of total general consulting)	\$4,320	Annual
GIS Maintenance (10% of total GIS maintenance)	\$1,600	Annual
Capital Improvement Planning (10% of total CIP)	\$1,500	Annual
Subtotal (Sanitary Utility):		\$8,820 Annual

<i>Storm Utility (250)</i>		
Storm Sewer Inspection Program (Manage contractor, GIS input, locations, catalog defects and identify high priority defects and prepare budgetary costs)	\$13,500	Annual
Capital Improvements (Repairs)	Task Order	Annual
Storm Structure Inspection Program Bidding (3-year bid occurred in 2025 and will not re-occur until 2028)	Task Order	3 Years (2028)
MS4 Annual Report	\$2,800	Annual
Outfall Inspections (reporting and coordination with Sweetwater, IDDE Follow Up)	\$3,500	Annual
Quarterly Yard Inspections	\$2,800	Annual
Chapter 13 Annual Reporting	\$1,800	Annual
City-owned BMP inspections	\$1,800	Annual
Maintenance Agreements (Tracking 16 each)	Per Each	Annual
Follow Up on Outstanding Agreements (9 each)	Task Order	One-time
Drainageway Maintenance Program Bidding (Site Visit to determine scope and conditions, prepare bid documents)	\$16,500	Annual
Drainageway Maintenance Construction Engineering	Task Order	Annual
General Consulting (20% of total general consulting)	\$4,320	Annual
GIS Maintenance (40% of total GIS maintenance)	\$6,400	Annual
Capital Improvement Planning (10% of total CIP)	\$1,500	Annual
<i>Subtotal (Storm Utility):</i>		<i>\$54,920 Annual</i>
<i>Water Utility (900)</i>		
Water Infrastructure/Modeling Assistance	\$3,500	Annual
General Consulting (10% of total general consulting)	\$2,160	Annual
GIS Maintenance (30% of total GIS maintenance)	\$4,800	Annual
Capital Improvement Planning (40% of total CIP)	\$6,000	Annual
<i>Subtotal (Water Utility):</i>		<i>\$16,460 Annual</i>
<i>Capital Improvement Program and Other</i>		
Plan Reviews/ROW Permits/Erosion Control Reviews & Inspections	T&M	Upon Request
Silver Spring Drive Construction Assistance	T&M	Upon Request
WisDOT coordination and/or project advocacy	T&M	Upon Request
Floodplain Mitigation/Buyout Program	T&M	Upon Request
Engineering Projects/Construction related to CIP work	Task Order	Upon Request
GIS As-builts of infrastructure work	Task Order	Upon Request
GIS As-builts of private development improvements	Task Order	Upon Request
New GIS Solutions, requests not included in maintenance	Task Order	Upon Request
MMSD Funded Projects (PPII, GI, etc.)	Task Order	Upon Request
Other tasks not otherwise identified in this agreement	Task Order	Upon Request

C. Schedule

Services are provided starting January 1, 2026. This contract will be valid for a period of three (3) years and expires on December 31, 2028.

The attached billing rates will be held for two years (until the end of 2027) for all general task items listed above. As of January 1, 2028, billing rates will be adjusted as stated above.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.
2. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
3. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.

The tasks below can be performed for an additional fee:

1. Preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services;
2. Preparation of assessment roles or schedules;
3. Geotechnical investigations;
4. Processing of Federal permits;
5. Contaminated site Phase I or Phase II environmental assessment investigations or remediation activities;
6. Cultural, historic, archeological, or wetland assessment investigations or remediation activities.
7. Retrieval and procurement of records required pursuant to a Freedom of Information Act request.

The list above is not all-inclusive.

PART II
CLIENT'S RESPONSIBILITIES

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

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be the City Administrator or any future designee identified by City Administration.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

PART III COMPENSATION

A. Compensation

1. Compensation to Clark Dietz for general service requests rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ of this Agreement will be not exceed an annual fee of **\$110,900** and is the total authorized amount under this agreement.

General Fund/Roads (101)	\$30,700
Sanitary Utility (201)	\$8,820
Storm Utility (250)	\$54,920
Water Utility (900)	\$16,460

- a. The annual fee for general consulting services is equal to **\$21,600** and included in the total not to exceed amount listed above (split as detailed in the scope of services). Compensation to Clark Dietz for services rendered for General Consulting will be a **flat monthly rate of \$1,800.**
- b. The additional items shown with costs in the table above (scope of services) will not exceed the remaining **\$89,300** as shown. Each scope item will be billed at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates".
- c. The Not to Exceed fees referenced in Part III, A.1.b. and listed in the table above (scope of services) **do not** include reimbursable project expenses or fees for assignments made through task order or other standalone Professional Services Agreements. These services will address compensation in one of two ways and detailed below.

LUMP SUM - Total compensation to Clark Dietz for services rendered from the approved Task Order will be a lump sum amount as indicated in the Task Order. This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses.

BILLING RATES - Compensation to Clark Dietz for services rendered from the approved Task Order will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Task Order will be a not to exceed amount, and shall include the following:

- d. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz. Clark Dietz will obtain written Client approval before authorizing these services.
- e. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses"

B. Billing and Payment

1. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing. Invoices shall be considered past due if not paid within **45 60** calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by the Client.
 - b. If payment in full is not received by Clark Dietz within **45 60** calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.

- c. If the Client fails to make payments within ~~45~~ 60 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
- d. Client shall make payments to Clark Dietz using one of the following methods:
 - 1) CLARK DIETZ LOCKBOX:
Clark Dietz, Inc.
125 West Church Street
Champaign, IL 61820
 - 2) ELECTRONIC FUNDS/ACH PAYMENT:
Account Name : Clark Dietz, Inc
Bank Name: Hickory Point Bank and Trust
Address: 225 N. Water St.
City/State/Zip: Decatur, Il 62523
Account Number: 3911880
ABA Routing Number: 071124805
 - 3) WIRE TRANSFER (**Wire fees are the responsibility of the sending party*)
Bank Name: Hickory Point Bank and Trust
Address: 225 N. Water St.
City/State/Zip: Decatur, Il 62523
ABA/Routing Number: 071124805
Account Title: Clark Dietz, Inc.
Account Address: 125 W. Church St.
City/State/Zip: Champaign, IL 61820-3510
Account Number: 3911880

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for Clark Dietz to perform its services, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Clark Dietz, the Client agrees that all such electronic files are instruments of service of Clark Dietz, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Clark Dietz. The Client further agrees that Clark Dietz shall have no responsibility or liability to Client or others for any changes made by anyone other than Clark Dietz or for any reuse of the electronic files without the prior written consent of Clark Dietz.

Any changes to the electronic specifications by either the Client or Clark Dietz are subject to review and acceptance by the other party. If Clark Dietz is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants (collectively, Clark Dietz) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Clark Dietz or from any use or reuse of the electronic files without the prior written consent of Clark Dietz.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the services and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Clark Dietz. Clark Dietz's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Clark Dietz because of this Agreement or the performance or nonperformance of services hereunder. The Client and Clark Dietz agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.
- The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.
- Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
15. **LIMITATIONS OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and Clark Dietz, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed Clark Dietz's total fee for services rendered on this Project, or \$250,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
16. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor Clark Dietz, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Clark Dietz shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
17. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.
18. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.
19. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.
20. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.
21. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants.
22. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

23. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
24. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.
25. DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Review and Possible Action: Resolution 2026-11 — Setting the Time and Date of the First Board of Review Meeting

FROM: Marcy Granger, City Clerk

MEETING: April 27, 2026, Common Council Agenda

MEETING DATE: April 27, 2026

FISCAL SUMMARY:

STATUTORY REFERENCE:

Wisconsin Statutes: 70.47(3)(b)

BACKGROUND & ANALYSIS: The Board of Review's purpose is to hear appeals from property owners regarding their assessments. 2026 is an Interim Market Update year. 2025 was a maintenance year. The last full reassessment was in 2024.

RECOMMENDATION: Review and approve Resolution 2026-11 — Setting the Time and Date of the First Board of Review Meeting

ACTION REQUESTED: Motion to approve Resolution 2026-11 — Setting the Time and Date of the First Board of Review Meeting on July 22nd, 2026.

ATTACHMENTS:

BOR Resolution 2026-11

**RESOLUTION 2026-11
SETTING THE TIME AND DATE OF THE
FIRST 2026 BOARD OF REVIEW MEETING**

WHEREAS, Section 70.47(3)(b) of the Wisconsin Statutes permits the Common Council, by ordinance or resolution, to set the time and date of the first Board of Review meeting provided that the Board must be in session for at least two hours between 8:00 a.m. and 12:00 midnight; and

WHEREAS, a notice must be published in the official city newspaper at least fifteen (15) days before the first meeting of the Board of Review.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk be directed to publish in the official city newspaper, at least fifteen (15) days before the first meeting of the Board of Review, that the time, date and place of the Board of Review will be Wednesday, July 22, 2026 in the City Hall Council Chambers beginning at 4:00 p.m.

PASSED AND ADOPTED by the Common Council of the City of Glendale this 27th of April 2026.

CITY OF GLENDALE

Bryan Kennedy
Mayor

Countersigned:

Marcy Granger
City Clerk

SUBJECT: Review and Possible Action: North Shore Health Department Fee Schedule

FROM: Becky Rowland, Health Director/Health Officer
Brad Simerly, Senior Environmental Health Specialist/Deputy Health Officer

MEETING: April 27, 2026, Common Council Agenda

MEETING DATE: April 27, 2026

FISCAL SUMMARY:

STATUTORY REFERENCE:

BACKGROUND & ANALYSIS: Overview

The North Shore Environmental Health Consortium (NSEHC), administered by the North Shore Health Department, is responsible for licensing and inspecting food establishments, temporary events, farmers' markets, public pools, and hotels, and for investigating related public health complaints.

The NSEHC program is fee-supported and has not implemented a fee increase in the past three years. Projections indicate an estimated programmatic shortfall of ~\$30,000 in 2026. The proposed fee adjustments, which are aligned with our current Agent Contract with DATCP, will address this shortfall, while ensuring the continued delivery of essential public health services.

Proposed Fee Changes

1. Across-the-Board 15% Increase

Aside from the adjustments in the box below, a 15% increase is proposed for all program fees to maintain operations, meet regulatory obligations, and address rising administrative and personnel costs, including DATCP reimbursement requirements.

2. Targeted Market-Aligned Adjustments

In addition to the standard increase, certain license categories require further adjustment to better align with fees in neighboring health departments. See attached table.

Detailed Adjustments

Category	License Type	2025 Fee	2026 Fee
Retail Food (No Meals)	Prepackaged	\$90.00	\$144.00
Retail Food (No Meals)	Simple Non-TCS	\$90.00	\$203.00
Retail Food (No Meals)	Complex	\$1,339.00	No Change
Hotels	All Types	-	No Change
Tourist Rooming	-	\$110.00	\$340.00
Houses			
Public Pools	Simple	\$274.00	\$329.00
Public Pools	Moderate w/ Features	-	No Change
Public Pools	Complex w/ Features	-	No Change

Note: All other fees associated with the license categories receiving additional adjustments have been increased proportionally, consistent with the standard 15% increase applied across the remaining program fees.

Rationale for the Adjustments

- Fiscal Stability: Prevents the projected deficit and aligns revenue with program costs
- Regional Consistency: Aligns fees with those of surrounding jurisdictions
- Regulatory Compliance: Supports required DATCP agent program functions
- Operational Sustainability: Ensures continued inspection, enforcement, and complaint response services

Next Steps

Upon approval, the updated fee schedule will be implemented for the next licensing cycle. The attached schedule provides full details on all adjusted fees.

For questions prior to the meeting, please contact the North Shore Health Department at (414) 371-2980.

RECOMMENDATION: Consider approval of the updated fee schedule.

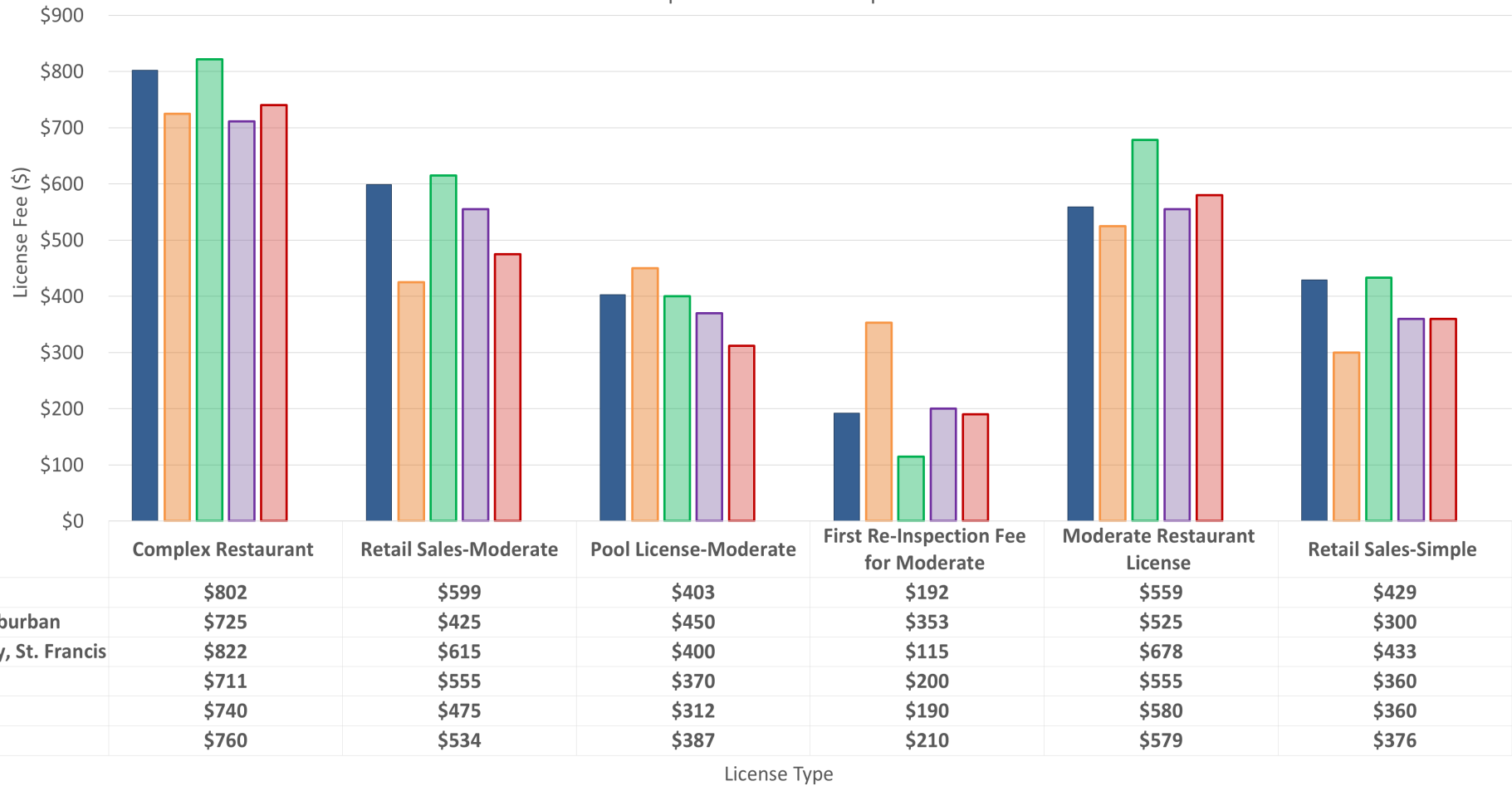
ACTION REQUESTED: Motion to approve the updated fee schedule to be implemented for the next licensing cycle.

ATTACHMENTS:

Fee Charts 2026, Fee Schedule 2026



Municipal License Fee Comparison





North Shore Environmental Health Consortium Proposed Fee Schedule 2026-27						
	Annual	Preinspection	Reinspection	Plan review	Consultation	Late fee
Serving Meals						
Simple (Includes Mobile)	\$397.00	\$208.00	\$192.00	\$199.00	\$159.00	\$79.00
Moderate	\$559.00	\$281.00	\$192.00	\$291.00	\$159.00	\$112.00
Complex	\$802.00	\$401.00	\$192.00	\$416.00	\$159.00	\$160.00
Prepackaged	\$199.00	\$100.00	\$192.00	\$102.00	\$159.00	\$40.00
Micro Market (Single)	\$46.00					\$9.00
Micro Market (Multiple)	\$69.00					\$14.00
Additional Prep Area	\$209.00	\$104.00	\$192.00	\$104.00	\$159.00	\$42.00
Mobile Service base-Prepackaged	\$199.00	\$100.00	\$192.00	\$103.00	\$159.00	\$42.00
Mobile Service Base-Simple	\$397.00	\$208.00	\$192.00	\$199.00	\$159.00	\$79.00
Mobile Service Base-Moderate	\$559.00	\$281.00	\$192.00	\$291.00	\$159.00	\$112.00
Mobile Service Base-Complex	\$802.00	\$401.00	\$192.00	\$416.00	\$159.00	\$160.00
Transient Retail TCS	\$175.00					
Transient Retail Non-TCS	\$100.00					
School Kitchen						
Satellite	\$196.00	\$98.00	\$192.00	\$98.00	\$159.00	\$39.00
Full Service	\$500.00	\$250.00	\$192.00	\$250.00	\$159.00	\$100.00
Not Serving Meals						
Prepackaged	\$144.00	\$72.00	\$192.00	\$72.00	\$159.00	\$29.00
Simple Non-TCS	\$203.00	\$102.00	\$192.00	\$102.00	\$159.00	\$41.00
Simple TCS	\$429.00	\$215.00	\$192.00	\$215.00	\$159.00	\$86.00
Moderate	\$599.00	\$300.00	\$192.00	\$300.00	\$159.00	\$120.00
Complex	\$1,339.00	\$671.00	\$192.00	\$671.00	\$159.00	\$268.00
Transient Retail TCS	\$175.00					
Transient Retail Non-TCS	\$100.00					
Hotels						
5-30 rooms	\$472.00	\$235.00	\$192.00	\$236.00	\$159.00	\$94.00
31-99 rooms	\$552.00	\$276.00	\$192.00	\$276.00	\$159.00	\$110.00
100-199 rooms	\$634.00	\$318.00	\$192.00	\$318.00	\$159.00	\$127.00
200 or more rooms	\$934.00	\$467.00	\$192.00	\$467.00	\$159.00	\$187.00
Tourist Rooming House	\$340.00	\$170.00	\$192.00			\$68.00
Bed and Breakfast						
	\$281.00	\$141.00	\$192.00	\$141.00	\$159.00	\$56.00
Pools						
Simple	\$329.00	\$165.00	\$192.00	\$165.00	\$159.00	\$66.00
Simple with Features	\$443.00	\$222.00	\$192.00	\$222.00	\$159.00	\$89.00
Moderate	\$403.00	\$202.00	\$192.00	\$202.00	\$159.00	\$80.00
Moderate with Features	\$504.00	\$252.00	\$192.00	\$252.00	\$159.00	\$100.00
Complex	\$503.00	\$252.00	\$192.00	\$252.00	\$159.00	\$100.00
Complex with Features	\$590.00	\$295.00	\$192.00	\$295.00	\$159.00	\$118.00
Additional Fees						
Operating Without a License	\$960.00					
Inspection No Processing	\$46.00					
Inspection w/Processing	\$97.00					
No Certified Food Manager	\$224.00					

SUBJECT: Amending Various Sections of 8.4 Regarding "Food Establishment Licensing, Rules and Regulations"

FROM: Becky Rowland, Health Director/Health Officer
Brad Simerly, Senior Environmental Health Specialist/Deputy Health Officer

MEETING: April 27, 2026, Common Council Agenda

MEETING DATE: April 27, 2026

FISCAL SUMMARY:

STATUTORY REFERENCE:

Wisconsin Statutes: 97.41
Municipal Code: Ch. 8.4

BACKGROUND & ANALYSIS:

The North Shore Environmental Health Consortium (NSEHC) respectfully requests updates to Title 8-Health and Sanitation, Chapter 8.4, Food Establishment Licensing, Rules and Regulations, of the City Code of Ordinances to align local code with current operational needs and fee-supported program requirements.

1. Update Definitions in Ch. 8.4.4 – Reinspection and Reinspection Fee

The NSEHC requests revised definitions clarifying that a reinspection occurs whenever a follow-up inspection is required to verify correction of violations, including the first required reinspection. When a re-inspection occurs, it is outlined in the policy. A reinspection fee may be charged for the first and any subsequent reinspections.

2. Update Ch. 8.4.11(e) – Inspection and Re-inspection

Last year, the NSEHC completed 133 reinspections. We request that this section be updated to charge a reinspection fee beginning with the first reinspection. This change is to increase revenue by ~\$22,000 in reinspection fees and ~\$4,000 in staff time.

3. Update Ch. 8.4.27 – Expiration Dates

The NSEHC requests that the boarding/rooming house license expiration date be corrected to June 30 to maintain consistency with all other licensing categories.

These updates will ensure consistency across ordinance sections and maintain the long-term financial viability of the fee-supported environmental health program.

RECOMMENDATION: Consider approval of the updated ordinance.

ACTION REQUESTED: Motion to approve Ordinance 2026-04-02, amending Various Sections of 8.4 Regarding "Food Establishment Licensing, Rules and Regulations"

ATTACHMENTS:

CHAPTER 8.4 FOOD ESTABLISHMENT LICENSING RULES AND REGULATIONS, Food Ordinance Amendment

CHAPTER 8.4 FOOD ESTABLISHMENT LICENSING, RULES AND REGULATIONS

8.4.1 Definitions.

The following definitions shall apply in the interpretation and the enforcement of this chapter:

- (a) This article is adopted pursuant to authority provided by Wis. Stats. § 97.41 which authorizes local health departments to become the designated agent of the state Department of Agriculture Trade and Consumer Protection (ATCP) for the purpose of issuing permits, making investigations or inspections and enforcing the applicable state administrative codes for the operations of retail food establishments, restaurants, hotels and motels, tourist rooming houses, bed and breakfast establishments, campgrounds, recreational and educational camps, tattoo and body piercing establishments, public swimming pools, and establishments possessing Class A, Class B, or Class C alcohol beverage licenses (for sanitation and health purposes and not alcohol licensing purposes), and in making investigations and inspections of food vending machines, their operators, vending machine commissaries, and the national school lunch and breakfast program and establishing permit and inspection fees related to the inspections and issuance of such permits.
- (b) The city, as a member of the North Shore Health Department and North Shore Environmental Health Consortium (NSEHC) grants authority to the NSEHC, as an agent of the ATCP, to enforce the provisions of the Code and State Statutes and Administrative Codes.
- (c) The North Shore Health Department, acting through the NSEHC is required to enter into a contract with the ATCP regarding the powers and duties that it will be authorized to perform under the applicable statutes, this article and the contract.

8.4.2 Applicability.

The provisions of this article shall apply to the owner, operator or agents thereof, of any hotel, motel, tourist rooming house, restaurant, food establishment, bed and breakfast establishment, campground, recreational and educational camp, public swimming pools, tattoo and body piercing establishments, establishments possessing Class A, Class B, or Class C alcohol beverage licenses, vending machine commissaries or vending machines and the national lunch and breakfast program in the city.

8.4.3 Regulations, rules, and laws adopted by reference.

The applicable laws, rules, definitions and regulations as sets forth in Wis. Stats. chs. 97, 125, 251, 254; Chapters ATCP 72, 73, 74, 75, 76, 78, 79 of the Wisconsin Administrative Code; and Chapter SPS 390 of the Wisconsin Administrative Code, and any future amendments thereof are hereby incorporated herein and adopted by reference, and shall be made available for public inspection.

8.4.4 Definitions.

The following definitions shall apply in the interpretation and the enforcement of this chapter:

Department or local health department. North Shore Health Department.

Duplicate permit fee. The fee for the replacement of the original permit.

Environmental health consortium. The North Shore Health Department for the purposes set forth in section 8.4.1.

Health officer. The director of the North Shore Health Department, which is the health department for the city.

Inspection fee. The fee charged for inspection services required or a fee charged for inspecting a mobile retail food establishment or transient retail food establishment that has a valid license from another jurisdiction or the department.

Late fee. The fee for failure to pay established fees by June 30 or the due date, if different.

Licensed establishment. An establishment that has a current and valid license that is required under this article.

Permit or license. The document issued by the department that authorizes a person to operate an establishment. The terms "permit" and "license," as used throughout this article, shall be interchangeable.

Pre-inspection fee. The fee paid for an inspection made before issuance of an initial permit or when there is a change of operator.

Re-inspection. The mandatory inspection to ensure that priority, priority foundation or recurring violations have been corrected.

(1)

Re-inspection fee. The fee for the first and subsequent re-inspections needed to address compliance issues with the statutes and administrative codes.

Routine inspection. The annual evaluation of a licensee's operation of its establishment
(Ord. No. 24-12, § I, 10-14-2024)

8.4.5 Enforcement and right to enter premises.

After the health officer or designee presents official credentials and provides notice of the purpose of, and an intent to conduct an inspection, the person in charge shall allow the regulatory authority to determine if the establishment is in compliance with applicable codes by allowing access to the establishment, allowing inspection, and providing information and records to which the regulatory authority is entitled according to law, during the establishments hours of operation and other reasonable times.

8.4.6 Obstruction of health department employees.

No person may assault, restrain, threaten, intimidate, impede, interfere with or otherwise obstruct the department or its authorized agent or designee in the performance of their duties under this section, and the operator shall not give false information with the intent to mislead the department or its authorized agent or designee.

If the person in charge denies access to the regulatory authority, the regulatory authority shall:

- (a) Inform the person in charge that:
 - (1) The permit holder is required to allow access to the regulatory authority as specified under section 8.4.5 of this ordinance.
 - (2) Access is a condition of the acceptance and retention of an establishments permit to operate as specified under section 8.4.7.

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- (3) If access is denied, an order issued by the appropriate authority allowing access, hereinafter referred to as an inspection order, may be obtained according to law.
 - (b) Make a final request for access.
 - (c) If denied access to an establishment for an authorized purpose and after complying with subsection (a) above, the department may apply for the issuance of an inspection order to gain access as provided in law.
 - (d) The regulatory authority may order access for one or more of the following purposes, subject to law for gaining access:
 - (1) If admission to the premises of an establishment is denied or other circumstances exist that would justify an inspection order under law, to make an inspection including taking photographs;
 - (2) To examine and take samples of the food; and
 - (3) To examine the records on the premises relating to food purchased, received, or used by the establishment.
 - (e) The department's inspection order shall
 - (1) Stipulate that access be allowed on or to the described premises, food, or records under the order's provision;
 - (2) Provide a description that specifies the premises, food or records subject to the order; and
 - (3) Specify areas to be accessed and activities to be performed.

8.4.7 Licensing.

No person may operate or provide the services, food or other products that requires a license under this article without first having obtained a current and valid license. This paragraph does not apply to food vendors which qualify for exemption under ATCP 75.063-75.065.

- (a) A pre-licensing inspection shall not be conducted, or a pre-inspection fee charged for an immediate family transfer, when at least one individual who had an ownership in a newly formed business entity, a mobile retail food establishment license transfer from an agent issued license to a state issued license.
- (b) Except for transient retail food establishments, no permit shall be granted to any person under this article without a pre-inspection by the department of the premises for which the permit shall be granted.
- (c) No permit shall be issued until all application fees have been paid.

(Ord. No. 24-12, § II, 10-14-2024)

8.4.8 Sanitation regulations applicable regardless of license exemption.

Statutory exemptions from the requirement to obtain a food license does not exclude any person handling food for public consumption from inspection and compliance with all sanitation requirements of this article and shall pay all necessary fees as it pertains to the fee schedule associated with such action.

8.4.9 Application.

All applicants must apply on forms furnished by the department. All applications for permits shall be made in writing to the local department where the business is located. All applications shall list the true, legal names of the owners or operators of the business, including partners and managing members of limited liability companies and the addresses. All corporations and limited liability companies applying for licensure shall be registered with the state, and the name of the registered agent shall be placed on the application. The agent's name and address shall be kept current. The applicant shall provide documents which reflect the aforementioned registration to the department. The department shall either approve the application or deny the permit within 30 days after receipt of a complete application.

8.4.10 Construction or alteration of food establishments.

- (a) No person shall erect, construct, enlarge or alter a food establishment without first submitting to the department or its designee plans (drawings) which clearly show and describe the amount and character of the work proposed and without first receiving approval of submitted plans. Such plans shall include a floor plan, equipment plan and specifications, wall, floor and ceiling finishes, and plans and specifications for food service kitchen ventilation and plumbing, an intended menu, anticipated volume of food to be stored, prepared, and sold or served, HACCP (Hazard Analysis Critical Control Points) plans, variance requests and standard procedures that ensure compliance with the Wisconsin Food Code. Submitted plans shall give all information necessary to show compliance with applicable health codes. Submitted plans shall be retained by the department or its designee and shall treat as confidential in accordance with law. Information that meets the criteria specified in law for a trade secret and is contained on inspection report forms and in plans and specifications submitted.
- (b) At the option of the department or its designee, plans need not be submitted to execute minor alterations to a food establishment. Approved plans shall not be changed or modified unless approval of such changes or modifications shall have first been obtained from the department or its designee.

8.4.11 Inspection and re-inspection.

- (a) Except as specified in subsection (b) of this section, a permit holder shall at the time of the inspection correct a violation of a priority item or priority foundation item of the Food Code, or any item of critical nature within the applicable code associated with license held by that establishment, or if deemed critical by the regulatory authority and implement corrective actions.
- (b) Considering the nature of the potential hazard involved and the complexity of the corrective action needed, the regulatory authority may agree to or specify a longer time frame as specified in policy for critical, priority, priority foundation, and core items.
- (c) At the conclusion of the inspection the regulatory authority shall provide a copy of the completed inspection report and the notice to correct violations to the permit holder or to the person in charge, and request a signed acknowledgement of receipt.
 - (1) If the permit holder or the person in charge refuses to sign acknowledgment the regulatory authority shall:
 - a. Inform the person who declines to sign an acknowledgement of receipt of inspectional findings that a signature does not represent agreement with findings,
 - b. Refusal to sign an acknowledgment of receipt will not affect the permit holder's obligation to correct the violations noted in the inspection report within the time frames specified; and

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- c. Make a final request that the permit holder or the person in charge sign an acknowledgment receipt of inspectional findings.
 - (d) As a condition of license renewal, all establishments licensed under this article shall consent to an annual inspection and re-inspection and all unscheduled or complaint based inspections. License renewal may be withheld pending inspection, re-inspection and compliance with these regulations.
 - (e) Whenever an order or directive is issued on a health code violation which requires a re-inspection to determine compliance, a fee shall be charged and a re-inspection shall be made in a timely manner as determined by local policy and documented by the department following the time period given in the order or directive. If, upon the first re-inspection, the order or directive is found not to have been complied with and additional re-inspections are required, a fee shall be assessed to the responsible party for each additional re-inspection to compensate for the costs of such re-inspections. Payment is due on written demand from the department.

8.4.12 Hold order, warning or hearing not required.

- (a) The regulatory authority may issue a hold order according to policy to a permit holder or to a person who owns or controls the food, as specified previously in this ordinance, without prior warning, notice of a hearing, or a hearing on the hold order.
- (b) According to time limits imposed by Wis. Stats. §97.12, the regulatory authority may place a hold order on a food that:
 - (1) Originated from an unapproved source;
 - (2) May be unsafe, adulterated, or not honestly presented;
 - (3) Is not labeled according to law, or, if raw molluscan shellfish, is not tagged or labeled according to law; or
 - (4) Is otherwise not in compliance with this ordinance.
- (c) If the regulatory authority has reasonable cause to believe that the hold order will be violated, or finds that the order is violated, the regulatory authority may remove the food that is subject to the order to a place of safekeeping.

8.4.13 Procedure for issuing new or renewal license.

- (a) The department shall issue a license to each applicant for a new or renewal license that meets all the requirements of this article and has paid to the department all applicable fees.
- (b) If an applicant for a permit to operate is denied, the regulatory authority shall provide the applicant with a notice that includes:
 - (1) The specific reasons and citations to the Code for the permit denial;
 - (2) The actions, if any, that the applicant must take to qualify for a permit; and
 - (3) Advisement of the applicant's right of appeal and the process and time frames for appeal that are provided in law.

8.4.14 Nonpayment of fees.

- (a) A license will not be issued until all applicable fees, late fees and processing charges are paid.

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- (b) No license shall be issued to any person that owes the city for overdue forfeitures, unpaid real or personal property taxes, assessments or special charges, late fees, permit fees or license fees relating to a current or previous licensed establishment until all such outstanding amounts are paid.
 - (c) No license shall be issued for any premises or property for which there are outstanding real or personal property taxes, assessments or special charges, late fees, permit fees or license fees relating to a current or previous licensed establishment until all such outstanding amounts are paid.

8.4.15 Changes to be reported.

- (a) A licensee shall notify the department whenever there is a change in any information that is reported in the application form. The licensee shall make this notification in writing within five days after the change occurs.
- (b) The owner of any premises for which a license has been granted shall promptly notify the department in writing of their intention to cease operations.

8.4.16 Ceasing operations and reporting.

- (a) Whenever the department or permit holder finds a condition in a licensed establishment which is determined to be a direct and immediate hazard to public health such as fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent foodborne illness outbreak, gross insanitary occurrence or condition, or other circumstances that may endanger public health, the permit may be suspended without notice or warning or the permit holder shall immediately discontinue operations and notify the regulatory authority.
- (b) If operations are discontinued, the permit holder shall obtain approval from the regulatory authority before resuming operations.
- (c) A permit holder need not discontinue operations in an area of an establishment that is unaffected by the imminent health hazard as deemed so by the regulatory authority.

8.4.17 Suspension of a permit or license.

- (a) Whenever the department has reasonable grounds to believe there are violations that constitute a health hazard that are serious but not an immediate threat to the public health, or for recurring or repeated violations, a permit may be suspended if the department serves a written notice of the violations and corrective actions required to the licensee, the agent or employee in charge of the licensed premises shall specify a reasonable time limit for any corrective action required, indicate a re-inspection shall be made to certify that reasons for the suspension have been eliminated and that the permit holder may request an appeal hearing by submitting a timely request as specified in section 8.4.18.
- (b) Upon notification of suspension, the permit must be surrendered to the department until the time or reissuance.
- (c) The department may suspend any permit or license issued under this article upon failure to pay any fees due under this article. The department will notify the permit holder in writing that the permit has been suspended and the reason why. The suspension will continue until payment of all past due fees.

8.4.18 Reinstatement of a suspended license.

The license holder whose license has been suspended may at any time request reinstatement of the license. Accompanied by a signed statement by the applicant that the violations have been corrected, within seven days after the request for re-inspection, the department or its designee shall make a re-inspection and thereafter and as

many additional re-inspections deemed necessary to assure that the applicant has complied with the requirements. If the findings indicate compliance, the department may reinstate the license.

8.4.19 Revocation of license.

For serious or repeated violations of any of the requirements of this article, or for interference with the health officer or his designee in the performance of their duties, the health officer or his designee may permanently revoke the license issued under this article. Prior to such actions, the health officer shall notify the license holder in writing, stating the reasons for which the license is revoked. When a license is revoked, the owner or operator shall turn over the license to the health officer or his designee and cease operations immediately.

8.4.20 Reapplication of a revoked license.

A person whose license has been revoked may, at any time, make reapplication for a revoked license. Within seven days after the receipt of satisfactory application, accompanied by a signed statement by the applicant that the violations have been corrected, the department or its designee shall make a pre-inspection and thereafter as many additional re-inspections as deemed necessary to assure that the applicant has complied with the requirements. If the findings indicate compliance, the department may reinstate the license.

8.4.21 Appeal.

Any person refused or denied a license or who has had a license revoked or suspended, or wishes to dispute any order issued by the regulatory authority may appeal through the appeal procedure provided under the provisions of Wis. Stats. §§ 68.07—68.16.

8.4.22 Rights of recipients of orders or decisions.

A recipient of an order or decision may file a petition for judicial review in a court of competent jurisdiction after available administrative appeal remedies are exhausted.

8.4.23.1 Conditions warranting remedy.

The regulatory authority may seek administrative or judicial remedy to achieve compliance with the provisions of this ordinance if an establishment:

- (a) Fails to have a valid permit to operate;
- (b) Violates any term or condition of a permit as specified within ordinance;
- (c) Allows serious or repeated code violations to remain uncorrected beyond time frames for correction approved, directed, or ordered by the regulatory authority;
- (d) Fails to comply with regulatory authority order issued concerning an employee or conditional employee suspected of having a disease transmissible through food by infected persons;
- (e) Fails to comply with a hold order;
- (f) Fails to comply with an order issued as of a hearing for an administrative remedy;
- (g) Fails to comply with a summary of suspension order issued by the regulatory authority.

8.4.24 Violation of this article.

- (a) No person shall violate any provisions of this article.
- (b) The department or its designee shall enforce any provision of this article, and the enforcement provisions of the statutes or state administrative code sections adopted by this article and Wis. Stats. ch. 93, department of agriculture, trade and consumer protection which are hereby incorporated herein as though fully set forth pertaining to the authority for compliance and enforcement of these provisions: Section ATCP 75 of the Wisconsin Administrative Code.

8.4.25 Compliance and enforcement.

- (a) If upon inspection, the department or its designee finds that any licensed or unlicensed establishment is conducted or managed in violation of the ordinances or regulations of the city, laws of the state, or regulation of any agency of the state prescribing standards of health or sanitation, the department or its designee shall serve a written order upon the licensee, his agent or employee in charge of the licensed premises or the person responsible for the violation, notifying him of such violations.
- (b) In extreme cases where a violation poses an immediate health hazard as determined by the department or its designee or in the case of repeating occurrences of the same violation by the same person, the actions specified in subsection (c) of this section may be initiated immediately.
- (c) If a person does not comply with a written order from the department or its designee, the person may be subject to one or more of the following actions, and/or penalties:
 - (1) Issuance of a citation. The departments' health officer or any other person duly authorized by the health officer is authorized pursuant to Wis. Stats. §800.02 to issue municipal citations for any violations of the provision of this article.
 - (2) A re-inspection fee.
 - (3) Suspension of license.
 - (4) Revocation of license.
 - (5) Commencement of legal action against the person seeking a court imposed forfeiture.
 - (6) Commencement of legal action against the person seeking an injunction to stop, abate the violation and/or correct the damage created by the violation.
 - (7) Any other action authorized by this article or by other applicable laws as deemed necessary by the department or its designee.
 - (8) The initiation of one action or penalty under this section does not exempt the apparent violator from any additional actions and/or penalties listed in this section.
 - (9) Operates without a certificate of occupancy issued by the city.

8.4.26 Fees.

- (a) *Established; location.* The fees for licenses, inspections, services and activities performed by the department in carrying out its responsibilities under the article shall be reviewed and approved by the common council and shall be on file and open to the public in the department's office and the office of the city clerk.
- (b) *Fees to accompany application.* Licenses fees imposed under this article shall accompany the license application. The department shall issue the applicant a receipt for the license fee.

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- (c) *Refunds.* No fee paid may be refunded, unless a refund is requested prior to receiving a completed application or for work not yet completed.
 - (d) *Fees kept separate.* All fees shall be accounted for separately and applied to the expenses under this article.

8.4.27 Expiration dates.

- (a) All licenses issued under provisions of this article shall expire, unless otherwise ordered by the department or authorized agent, as follows:
 - (1) Food/drink: June 30.
 - (2) Hotel/motel: June 30.
 - (3) Public swimming pool: June 30.
 - (4) Boardinghouse/rooming house: June 30.
 - (5) Bed and breakfast: June 30.
 - (6) Recreational and educational camps: June 30.
 - (7) Campgrounds: June 30.
 - (8) Tattoo or body piercing establishment: June 30.
 - (9) Vending machines: June 30.
 - (10) Tourist room house: June 30.
- (b) The licenses shall expire at 12:00 a.m. of the last effective day of the license, unless otherwise provided by this article or applicable provisions of state law.

(Ord. No. 24-12, § III, 10-14-2024)

8.4.28 Renewal.

The department, prior to the expiration date, shall furnish renewal notices. It is the responsibility of the owner or operator to complete the application form and pay the appropriate fee before the expiration date of such license.

8.4.29 Conflicts.

Whenever conflicts between this article and other city ordinances or state and federal regulations occur, the more stringent rule shall apply.

ORDINANCE NO. 2026-04-02

An Ordinance Amending Section 8.4 “Food Establishment Licensing, Rules and Regulations” amending the Code of General Ordinances of the City of Glendale

At a regular meeting of the Common Council of the City of Glendale, Milwaukee County, Wisconsin, held on this 27th day of April 2026, a quorum being present and a majority of the Council voting therefore, said Common Council finds:

WHEREAS, the Glendale Code of General Ordinances provides rules and regulations for food establishments; and

WHEREAS, the rules and regulations are generally administered by the North Shore Environmental Health Consortium (NSEHC); and

WHEREAS, the NSEHC desires to adjust its fee structures and amend its re-inspection requirements; and

Now, therefore, the Common Council does ordain as follows:

SECTION I

Chapter 8.4.4. “Definitions” is hereby amended as follows:

Re-inspection. The mandatory inspection to ensure that priority, priority foundation or recurring violations have been corrected.

Re-inspection fee. The fee for the first and subsequent re-inspections needed to address compliance issues with the statutes and administrative codes.

SECTION II

Chapter 8.4.11(e). “Inspection and Re-Inspection” is hereby repealed in its entirety and replaced with the following:

- (e) Whenever an order or directive is issued on a health code violation which requires a re-inspection to determine compliance, a fee shall be charged and a re-inspection shall be made in a timely manner as determined by local policy and documented by the department following the time period given in the order or directive. If, upon the first re-inspection, the order or directive is found not to have been complied with and additional re-inspections are required, a fee shall be assessed to the responsible party for each additional re-inspection to compensate for the costs of such re-inspections. Payment is due on written demand from the department.

SECTION III

Chapter 8.4.27(a) 4 is hereby repealed in its entirety and replaced with the following:

(4) Boardinghouse/rooming house: June 30.

SECTION IV

If any subsection, section or portions of this article or the sections of this ordinance as enacted hereunder is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct, and independent provision and such holdings shall not affect the validity of the remaining portions hereof. All ordinances or parts of ordinances contravening the terms and provisions of this ordinance are hereby to that extent repealed.

SECTION V

All ordinances or parts of ordinances contravening the terms and provisions of this ordinance are hereby to that extent repealed.

SECTION VI

This Ordinance shall take effect upon passage and publication as provided by law, and the City Clerk shall so amend the Code of Ordinances of the City of Glendale and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council of the City of Glendale, this 27th day of April 2026.

Mayor Bryan Kennedy

Countersigned:

Marcy Granger, City Clerk