

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

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

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Meeting ID: 875 3987 9704

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AGENDA—COMMON COUNCIL MEETING

Monday, July 26, 2021

6:00 p.m.

1. Roll Call and Pledge of Allegiance.
2. Public Comment. Glendale residents, business owners and property owners are invited to speak to the Council on items that are not on the agenda and are within the City's ability to regulate or control.
3. Consent Agenda:
 - a) Adoption of Minutes of Meeting held on July 12, 2021.
 - b) File Monthly Reports.
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 Approval of Updates to the Employee Personnel Handbook – Bereavement Leave and Paid Time Off.
 - b) Application for Temporary Picnic License filed by Glendale Little League.
 - c) Review and Approval of Lease Agreement with Glendale Little League.
 - d) Review and Approval of Wisconsin Department of Transportation Traffic Mitigation Grant/Agreement for State Project I.D. 1229-04-90 Contract No. 4 (Implementation of emergency vehicle preemption at the W Silver Spring Drive & N Milwaukee River Parkway intersection).
 - e) Pavement rehab nightwork on N Port Washington from W Daphne Road to W Good Hope Road as part of the I-43 Work Zone Prep project (ID 1229-04-70).
5. Commission, Committee, Board Reports: (This is an Opportunity for Council Members to Report on their Respective Committees, Commissions, Boards of which they serve as a Member.)
6. The Common Council will convene in Closed Session per Wis. Stats. §19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Moeckler v. Glendale and Tacitus Bond Claim) and per Wis. Stats. §19.85(1)(e) for Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Bielinski Motion Signage Agreement and North Shore Library Agreement).

7. Reconvene to Open Session and Regular Order of Business.

8. Adjournment.

Upon reasonable notice, efforts will be made to accommodate the needs of persons with disabilities.

3A-3B

7/26/2021

CONSENT
AGENDA

CITY OF GLENDALE COMMON COUNCIL

Meeting Minutes

July 12, 2021

Regular meeting of the Common Council of the City of Glendale held in City Hall, 5909 North Milwaukee River Parkway, Glendale, Wisconsin.

The meeting was called to order by Mayor Bryan Kennedy at 6:00 p.m.

Roll Call: Present: Mayor Bryan Kennedy, Ald. Jim Daugherty, John Gelhard, Richard Wiese, Steve Schmelzling, and JoAnn Shaw. Absent: Ald. Tomika Vukovic.

Other Officials Present: Rachel Safstrom, City Administrator; John Fuchs, City Attorney; Mark Ferguson, Police Chief; Charlie Imig, Director of Public Works; Todd Stuebe, Director of Community Development; and Megan Humitz, City Clerk

PLEDGE OF ALLEGIANCE.

The members of the Common Council, City staff, and all those present pledged allegiance to the flag of the United States of America.

OPEN MEETING NOTICE.

Administrator Safstrom advised that in accordance with the Open Meeting Law, the local news media was advised on Thursday, July 8, 2021, of the date of this meeting; that the Agenda was posted on the official bulletin board of City Hall, the Glendale Police Department, and the North Shore Library; that copies of the Agenda were made available to the general public in the Municipal Building and the Police Department; and those persons who requested, were sent copies of the Agenda.

PUBLIC HEARING: PETITION TO REZONE 6076 AND 6100 NORTH PORT WASHINGTON ROAD (TAX PARCELS 163-8993-000 AND 163-8992-000) FROM B-1, F-2 DISTRICT TO B-1, F-1 DISTRICT.

Administrator Safstrom stated the applicant – Keyhan Sheikholeslami, owner of Ogden Cleaners has been informed by the Wisconsin Department of Transportation that they will need to relocate due to the construction of I-43 and expansion of Port Washington Road. They wish to continue their business in the City of Glendale at 6076 N. Port Washington Road. Currently, the zoning of the property does not allow for this use. At the same time, 6100 N. Port Washington Rd (Valvoline) is a legal non-conforming use. Rezoning both properties will allow for full compliance for both businesses. It will also alleviate concerns of “spot zoning” in the City. Staff has reviewed the location and feels the Ogden Cleaners at 6076 N. Port Washington Road location will be a good fit. The proposed B-1, F1 District zoning classification will permit specialty retail uses in addition to the existing permitted uses. There was no public comment at either of the public hearing. The Plan Commission voted unanimously to recommend the Common Council approve the rezoning.

Mayor Kennedy opened the public hearing. Mayor Kennedy called three times for anyone on the Zoom call or in the Council Chambers that wished to speak for public comment. Hearing no public comment, Ald. Wiese made the motion to close the public hearing, seconded by Ald. Shaw. Ayes: Ald. Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: Ald. Vukovic. Abstain: None. Motion carried.

Motion by Ald. Wiese, seconded by Ald. Daugherty, to approve the Ordinance to Rezone 6076 and 6100 North Port Washington Road (Tax Parcels 163-8993-000 and 163-8992-000) from B-1, F2 District to B-1, F-1 District. Ayes: Ald. Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: Ald. Vukovic. Abstain: None. Motion carried.

PUBLIC COMMENT.

No public comment.

CONSENT AGENDA.

I. File No.

Adoption of Minutes of Meeting held on June 28, 2021 and Approval of Accounts Payable.

Motion by Ald. Schmelzling, seconded by Ald. Shaw, to adopt the minutes of the meeting held on June 28, 2021 and Approve Accounts Payable. Ayes: Ald. Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: Ald. Vukovic. Abstain: None. Motion carried.

OLD BUSINESS.

II. File No.

Review and approval of 2022-2026 Five Year Capital Improvement Plan.

Administrator Safstrom stated a copy of the planned Capital Improvement Program for the years 2022 through 2026 was provided. It was requested that the Council review the projects, particularly for the year 2022, in order that the final approval can be made and included in the projections for the 2022 Annual Program Budget.

Added since the last meeting is the addition of 75 feed of watermain replacement on Good Hope Road. This will coincide with a Milwaukee County project so we do not have to dig it up in the future.

Also added since the last meeting was an update to the police squad pricing. The number of recommended squad cars remains at two squads annually, however a better price has been provided.

Ald. Schmelzling indicated his support of traffic control for Range Line Road and Gree Tree Road. He had questioned the need for a roundabout, but since it is not final there is time to review the situation. Administrator Safstrom clarified this would be a mini-roundabout, as it does not incur the same expense and is based on the space available at the intersection, but would provide the same benefits.

Motion by Ald. Wiese, seconded by Ald. Schmelzling, to approve the 5-Year Capital Improvement Program as presented. Ayes: Ald. Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: Ald. Vukovic. Abstain: None. Motion carried.

III. File No.

Review and approval of Stormwater Management Plan.

Administrator Safstrom stated a copy of the Stormwater Management Plan was provided. This is an update to the City's prior plan from the City Engineer. The plan identifies the goals of the prior plan as well as how the City achieved those goals. With additional regulations from the Wisconsin Department of Natural Resources, this plan identifies several new goals in addition to continuance of current practices. The document was presented at the last meeting, and with no questions or concerns identified, staff is requesting approval of the plan. The changes following the last meeting in the appendix were largely grammatical and amending contact phone numbers.

Motion by Ald. Shaw, seconded by Ald. Daugherty, to approve the Stormwater Management Plan. Ayes: Ald. Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: Ald. Vukovic. None. Abstain: None. Motion carried.

NEW BUSINESS.

IV. File No.

Update and discussion of property located at 7113 N. Navajo Avenue.

Administrator Safstrom stated the request to discuss the property at 7113 N. Navajo Avenue came from Ald. Gelhard. The property is currently under a raze and repair order, and is with the Circuit Court. Ald. Gelhard stated the property has been under repair for three years. The building is uninhabitable, filled with mold, and has a building permit which lapsed July 2020 when construction was supposed to be completed. The City has fined the contractor \$3,600 for failure to complete the construction. The dumpster was removed from the property.

Attorney Fuchs stated a fine has been levied against the construction company working on the property, and that company currently has at least 20 LLCs. The court system uses the state collection process, and in order to collect, Attorney Fuchs is attempting to find the correct FEIN but as of today has yet been unable to discern the right ID number. The City has an ordinance that if a contractor is in debt to the City, they are unable to pull additional permits. The City Inspector has stated the building is irreparable and will not allow the current contractor to complete the work on the building. The owner of the property has listed the building for sale; however, Attorney Fuchs has not been able to get in contact with the broker as they will not return phone calls. If any sale is attempted, the title company will be informed that a lis pendens will be filed and they will be subject to litigation. Now that the lawsuit has been started, there are 45 days for it to be served, with 33 days still remaining. The City is seeking a raze order, because this would keep us under protection of court order and we could not be sued and will have legal finality, as well as allowing the costs to be on the tax bill. Attorney Fuchs advised these cases do not move quickly through the system. After receiving a response, it will be a few weeks before a scheduling conference is held, and then a summary judgement will potentially be issued 60 to 90 days later. If the judgement is granted in the City's favor and there are no issues of fact, the City will be able to proceed with razing the building. Attorney Fuchs highly recommends allowing the process to play out in the court system, as opposed to allowing staff to raze the building and potentially being subject to a lawsuit, as we would not be covered under protection of the courts or insurance coverage.

Ald. Gelhard stated there are residents present from the neighborhood wishing to speak. Glendale resident Kelly Schneider, 7048 N. Navajo Avenue, expressed several concerns about the building at 7113 N. Navajo Avenue. The neighborhood has a lot of children, and there are

contractors coming and going, often late at night, and residents are unsure of what activities are going on in the residence. There was an incident recently on the property when police were called to the property and it was determined that the workers on the property were felons with drug convictions and outstanding arrest warrants. The structure itself is unsafe, and there have been instances where gusts of wind have pushed lumber from the second floor, branches have fallen onto other properties including a neighboring gas meter, and the overall disregard for safety has put others in danger. Ms. Schneider expressed concern that neighbors would like to know what to expect and how long it will be before they see any results with the property, as the Raze and Repair order was issued on May 5, 2021, and whether or not there will be inspections done on the property in the interim. Attorney Fuchs stated it will be an additional 33 days for the property owner to provide a response, after which time dates will begin to be set. If a contractor would come to the property, they would be required to meet with the City inspector, meet the stipulations in place with the court, and if there were a breach of those stipulations, the City would get their order to raze the property. Attorney Fuchs stated the main issue is the property owner sent in the same contractor responsible for the current problems, and the City Inspector is skeptical the house is fixable at this point, let alone by the current contractor.

Glendale resident Mary Thompson, 7056 N. Navajo Avenue, stated she is extremely concerned for the safety of the neighborhood children. Her main concern, however, is how many different people have been contacted with the City and how long the process has taken in order to have action taken over the past two years. Ms. Thompson stated her call to City Inspection this month gave the impression that this was an unknown issue to anyone in the City. The grass on the property is extremely overgrown, there are large gaps in the foundation where the rain pours in to the basement, and numerous other hazards. Additionally, there have been a minimum of 20 different contractors on the property, which brings another safety issue into the neighborhood.

Glendale resident Tracy Niss, 7120 N. Navajo Avenue, echoes the sentiments of her neighbors. The property at 7113 N. Navajo Avenue is a safety concern and an eyesore. Ms. Niss has seen someone come to the property recently and mow the lawn, however she is unsure who they are or which company they are with. Administrator Safstrom stated this was a contracted company on behalf of the City, initiated due to the status of the property and the cost will be assessed back to the property.

Ald. Wiese raised the question of property ownership once the building is razed. Administrator Safstrom stated the property owner will still own the land. In the event the property owner defaults on taxes for seven years, the property would revert to Milwaukee County.

Ald. Daugherty stated he believes the best option is not to raze the property until there is a court order in place, even though this could take longer than anyone would like, as the protection of the court is a good idea for the City. Attorney Fuchs added there are no permits currently active, so if any residents in the neighborhood see construction activity on the property they are advised to contact the Police Department who will contact City Administration.

Ald. Schmelzling stated he is concerned with the overall safety of those in the neighborhood, particularly children who would be tempted to go to the property and would like to know if anything could be done to ensure no one goes on the property. Attorney Fuchs stated

the only option is to placard a building with uninhabitable signage. While this places the burden on the families in the neighborhood, it is the only legal option.

Mayor Kennedy stated this item was for discussion only, but that it appears the consensus is to allow for the process to go through the court system, even though everyone would like the house razed.

Ald. Shaw requested updates from staff on changes with the property. Administrator Safstrom will add this to weekly updates to the Council.

Item was discussed for informational purposes only. No action was taken.

V. File No. _____
Discussion and Possible Action on Traffic Safety Concerns for the W. Bender Road and N. Milwaukee River Parkway Intersection.

Administrator Safstrom stated the City of Glendale worked with Traffic Analysis & Design, Inc. (TADI) to conduct a safety study at the intersection of W. Bender Road and N. Milwaukee River Parkway. City staff also noted that stop sign running has been observed at this intersection, particularly eastbound and westbound. Stop sign running can result in severe injuries or fatalities, particularly if a non-motorist is struck. Based upon the results of the study, it is recommended to place stop ahead and stop signs on both sides of W Bender Road at the eastbound and westbound intersection approaches. Also, adding reflective post strips to increase recognition. As well, the “4-Way” plaques will be replaced with “All Way” plaques.

Mr. John Campbell, the TADI representative who wrote the report was present to answer questions from the Council.

Ald. Gelhard raised the question regarding the possibility of installing a flashing red light on the existing stop sign. Administrator Safstrom stated she will look into the cost. There is currently \$4000 recommended for the project. Additional funds may require consideration for a future budget.

Ald. Daugherty stated this intersection is challenging, and is especially dangerous for pedestrians and bicycles; however, he has found the striping on the road to have been a great improvement.

Ald. Schmelzling raised the question if it would make more sense to have Bender Road as an open passage and Milwaukee River Parkway as a two-way stop sign with flashing red lights. Administrator Safstrom stated it would likely result in a speed increase because it would provide a longer run of road, which would then become more dangerous. The current road striping slows the traffic, limiting the traffic from increasing to 45-50 mph speeds. Mr. Campbell added that the results of the traffic numbers in the field put this intersection squarely at being best for an all-way stop. If it were to be a two-way stop, speeds would increase and traffic at the stop signs would find it difficult to cross traffic. The all-way stop reduces speeds for all, and forces drivers to pay attention and interact, making the goal to enhance the message for the need to stop.

Motion by Ald. Daugherty, seconded by Ald. Shaw, to authorize the Director of Public Works to install signage as recommended in the TADI report at W. Bender Road and N. Milwaukee River Parkway. Ayes: Ald. Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: Ald. Vukovic. Abstain: None. Motion carried.

VI. File No.

Resolution Authorizing the Director of Public Works to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund and authorization to dedicate American Rescue Plan Funding for lead lateral replacement.

Administrator Safstrom stated a memorandum was provided by City Engineer Mustafa Emir regarding lead service line replacement. Currently the City has 37 known lead laterals. Administrator Safstrom described the public portion of the lateral as being from the watermain in the street to the curb stop in the yard. The private portion of the lateral is from the curb stop to the home. Dr. Emir has begun the process for the private portion of the lateral replacement to be funded for these properties by WDNR. The City is also able to utilize ARPA funds for the public side of the replacement. These programs would be completed in 2021. A resolution is required prior to submittal of the Private Lead Service Line (LSL) Replacement Program request for financial assistance from State of Wisconsin Environmental Improvement Fund.

Ald. Wiese raised the question of the material of the watermain to the curb-stop. Administrator Safstrom stated it is now comprised of PVC, and was previously iron, but was not lead. The only lead is the lateral.

Ald. Schmelzling raised the question of overall cost saving in labor and staff. Administrator Safstrom stated she did not have the exact numbers, but confirmed we have the lowest costs in the area by far. Currently, we have 37 known lead laterals, and there are 800 properties that staff are not certain are not lead and as such, there is a possibility of the need to return to the Council again later and request additional funding.

Motion by Ald. Wiese, seconded by Ald. Daugherty, to approve the Resolution Authorizing the Director of Public Works to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund and authorization to dedicate American Rescue Plan Funding for lead lateral replacement. Ayes: Ald. Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: Ald. Vukovic. Abstain: None. Motion carried.

Motion by Ald. Schmelzling, seconded by Ald. Daugherty, to allocate \$279,250 of the American Rescue Plan Funding for the public lead lateral replacement. Ayes: Ald. Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: Ald. Vukovic. Abstain: None. Motion carried.

V. File No.

Proclamation Honoring National Rail Safety Week – September 20, 2021 to September 26, 2021

Administrator Safstrom stated the City received a request from Canadian National Railway to declare National Rail Safety Week – September 20, 2021 to September 26, 2021, which is an annual request.

Motion by Ald. Schmelzling, seconded by Ald. Gelhard, to approve the Proclamation Honoring National Rail Safety Week – September 20, 2021 to September 26, 2021. Ayes: Ald. Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: Ald. Vukovic. Abstain: None. Motion carried.

COMMISSION, COMMITTEE AND BOARD REPORTS.

There were several updates from Council members, on the activities of the various Commissions, Committees and Boards on which they serve.

ADJOURNMENT.

There being no further business, motion was made by Ald. Gelhard, seconded by Ald. Daugherty, to adjourn the meeting. Ayes: Ald. Daugherty, Gelhard, Wiese, Schmelzling, and Shaw. Noes: None. Absent: Ald. Vukovic. Abstain: None. Motion carried and adjournment of the Common Council was ordered at 6:54 p.m., until Monday, July 26, 2021, at 6:00 p.m.

Megan Humitz
City Clerk

Recorded: July 13, 2021.



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

July 1, 2021

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 June 2021. This report tabulates the total number of calls handled and provides an overview of our monthly activity.

Officers responded to a total of 1488 calls for service in this period. There were 4 Crimes Against Persons reported, 65 Crimes Against Property investigated and 28 Crimes Against Society.

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

Sincerely,

Mark Ferguson
Chief of Police



CFS Tally by Hours

Printed On: 07/01/21 07:42

Reporting Period: 06/01/2021 - 07/01/2021

Hourly Breakdown

City of Glendale

	Total	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Total	1,488	48	78	81	33	22	26	46	27	46	96	100	78	71	65	55	53
911 - 911 Hang up/error	91	2	1	3	1		1	4	1	3	9	8	6	10	3	5	5
AC - Animal Complaints	26			1				1	1		1	1		1		2	5
ACPD - Accident - PDO	33			1				1		2	3	1	5	1	3		5
AOA - Assist Other Agency	26		2	2	3		1		1	2	3		2		2	1	
ASBT - Assault/Battery	4	1				1									1		
AV - Abandoned Vehicle	4										1	1		2			
BA - Burglar Alarm	36	3	2	1	1	2	2		1		2	1		1	1		
BURG - Burglary	3										1						
CDTP - Property Damage	11				1					1			1	1	2	1	3
CHAP - Chapter 51 Commitment	2										1						
CHECK - Vacation/Business Checks	83	6	8	12	2	1	6	3		4	10	11	4		1	2	
CODE - Code Violations	3														1	1	
COMENG - Community Engagement	1																
CONV - Conveyance	2															1	
CRIME - Crime Prevention	2			2													
DC - Disorderly Conduct	42	1	1	1			1	1		1	1	3	1	5	2	2	6
DEATH - Death Investigation	2								1				1				
DIST - Disturbance	6								1			1	1	1	1		
DISV - Disabled Vehicle	21	1			1	1		1		2	1	1		2	5	1	
DRIVE - Driving Complaint	18		1					1	1	1	1				1	1	1
DRUG - Controlled Substance	4											1	1				
DV - Domestic Violence	5		1												1		
EIP - Entry in Progress	1												1				
ESC - Escort	3											1		1	1		



CFS Tally by Hours

Printed On: 07/01/21 07:42

Reporting Period: 06/01/2021 - 07/01/2021

Hourly Breakdown

	16	17	18	19	20	21	22	23
Total	77	98	73	52	54	65	91	53
911 - 911 Hang up/error	5	2	3	5	5	3	5	1
AC - Animal Complaints	1	2	2	4	1	3		
ACPD - Accident - PDO	3	5		2		1		
AOA - Assist Other Agency		1	1	1	1	1	1	1
ASBT - Assault/Battery				1				
AV - Abandoned Vehicle								
BA - Burglar Alarm	2	2	2	1	4	1	2	5
BURG - Burglary		1	1					
CDTP - Property Damage				1				
CHAP - Chapter 51 Commitment					1			
CHECK - Vacation/Business Checks	5		2	1	1		3	1
CODE - Code Violations				1				
COMENG - Community Engagement		1						
CONV - Conveyance	1							
CRIME - Crime Prevention								
DC - Disorderly Conduct	1	3	4	2	2	3		1
DEATH - Death Investigation								
DIST - Disturbance			1					
DISV - Disabled Vehicle	1	2						2
DRIVE - Driving Complaint	1	2	1		2		3	1
DRUG - Controlled Substance							1	1
DV - Domestic Violence	1			1				1
EIP - Entry in Progress								
ESC - Escort								



CFS Tally by Hours

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Reporting Period: 06/01/2021 - 07/01/2021

Hourly Breakdown

	Total	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
EV - Entry to Vehicle	9											2		2	1		1
EXPO - Indecent Exposure	3											2					
FDCALL - Fire Call - PD	19	2				1				1				3			1
FI - Subject Stop for FI	42	5	11	6	2	1	2			1		3	4				
Fight - Fight	4										1			1		1	
FPROP - Found Property	10								1	2	1	1		1			1
FRAUD - Fraud	8										1	2	1	2			1
FT - Family Trouble	3	1											1			1	
FW - Fireworks	4																
GUN - Armed/Shooter/Weapon	1											1					
HALM - Hold Up Alarm	2					1		1									
HAZ - Road Hazard - PD	15					1			2		1	2			3	1	
HR - Hit and Run	4										1	1		1			
JUV - Juvenile Complaint	4																2
LIQ - Liquor Compliance/Violation	3												2		1		
LOCKOUT - Auto Lockout	11						1			1				1	2		2
LPROP - Lost Property	2																
MISSING - Missing	10						1					1					
MVT - Motor Vehicle Theft	10							1					2		1	1	1
NOISE - Noise Complaint	14																
NT - Neighbor Trouble	5																
OPEN - Open Door	20		2	7	7	3	1										
PAID - Police Mutual Aid	1		1														
PARK - Parking Complaint	14	1								2	3	3			3		1
PI - Accident/PI	5			2				1									
PRIS - Prisoner Transport	12					1		1				1					1
PROP - Property Damage-Unintentional	1															1	



CFS Tally by Hours

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Reporting Period: 06/01/2021 - 07/01/2021

Hourly Breakdown

	16	17	18	19	20	21	22	23
EV - Entry to Vehicle				1			1	1
EXPO - Indecent Exposure		1						
FDCALL - Fire Call - PD		1	3		4	2	1	
FI - Subject Stop for FI	1			1	1			4
Fight - Fight							1	
FPROP - Found Property		3						
FRAUD - Fraud	1							
FT - Family Trouble								
FW - Fireworks						2	1	1
GUN - Armed/Shooter/Weapon								
HALM - Hold Up Alarm								
HAZ - Road Hazard - PD	2		1	1	1			
HR - Hit and Run				1				
JUV - Juvenile Complaint				1	1			
LIQ - Liquor Compliance/Violation								
LOCKOUT - Auto Lockout				1			2	1
LPROP - Lost Property		2						
MISSING - Missing	1		1	3	1		2	
MVT - Motor Vehicle Theft	1	1					2	
NOISE - Noise Complaint	1		2	1	1	3	2	4
NT - Neighbor Trouble	2	2				1		
OPEN - Open Door								
PAID - Police Mutual Aid								
PARK - Parking Complaint						1		
PI - Accident/PI	1		1					
PRIS - Prisoner Transport		1		2	1	3	1	
PROP - Property Damage-Unintentional								



CFS Tally by Hours

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Hourly Breakdown

	Total	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
RECV - Recovered Stolen Veh	1																
REPO - Repossess A Vehicle	5		1	1		1	1								1		
RFP - Request for Police	66	3	1	2				5	2	4	3	4	10		3	5	3
ROBB - Robbery	1																1
RORD - Restraining Order	2													1	1		
RTHFT - Retail Theft	28				2						1	2	2	2	1	2	2
SEX - Sex Offense / Assault	1																
SHOTS - Shots Fired	3																
SOLIC - Solicitor Complaint	19							1	2	1	3	2		1	1	2	
SPAS - Special Assignment	3									1	1			1			
SUSP - Suspicious Activity	45	1	4	3	2	3				1	5	3	1	1	2	1	2
TELE - Telephone Complaint	3										1	1					
TEST - Test Call	1											1					
THEFT - Theft Complaint	25								1	1	1	1	2	4	2	2	1
TRES - Trespassing	10							1			1		1		2	2	
TS - Traffic Stop	500	20	41	37	10	5	8	21	7	14	36	32	22	19	12	17	4
UTIL - Utilities	2																
WARR - Warrant Pick UP	1																
WEAP - Weapons Complaint	9				1							1	1		1		1
WELF - Welfare Check	68	1	1				1	2	5	1	2	4	6	6	3	2	3
ZRIDESCH - *Ride Schedule-GLPD ONLY*	30																



CFS Tally by Hours

Printed On: 07/01/21 07:42

Reporting Period: 06/01/2021 - 07/01/2021

Hourly Breakdown

	16	17	18	19	20	21	22	23
RECV - Recovered Stolen Veh								1
REPO - Repossess A Vehicle								
RFP - Request for Police	4	4	3	3	4	2	1	
ROBB - Robbery								
RORD - Restraining Order								
RTHFT - Retail Theft	6	5	3					
SEX - Sex Offense / Assault		1						
SHOTS - Shots Fired				1			1	1
SOLIC - Solicitor Complaint			4	1			1	
SPAS - Special Assignment								
SUSP - Suspicious Activity	1	2	3	3		2	3	2
TELE - Telephone Complaint		1						
TEST - Test Call								
THEFT - Theft Complaint	2	1	4		1	1		1
TRES - Trespassing	2		1					
TS - Traffic Stop	27	47	25	4	18	27	37	10
UTIL - Utilities			1	1				
WARR - Warrant Pick UP						1		
WEAP - Weapons Complaint	1					2	1	
WELF - Welfare Check	3	5	4	7	4	6	2	
ZRIDESCH - *Ride Schedule-GLPD ONLY*							17	13



Monthly Activity Overview Report

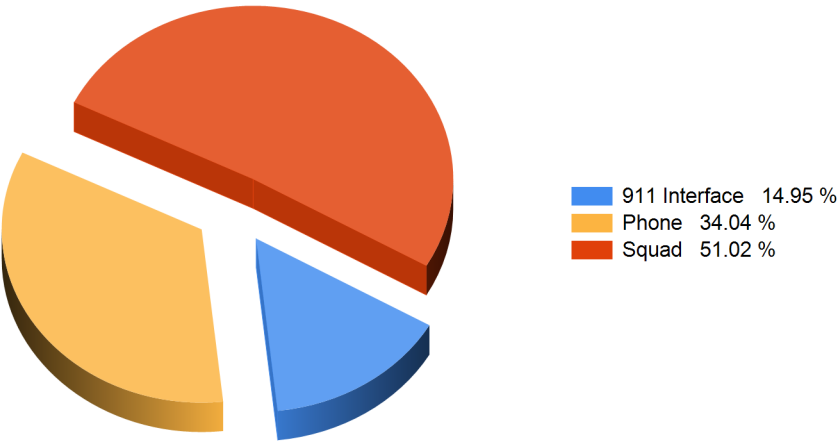
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For Reporting Period: 06/01/2021 - 06/30/2021

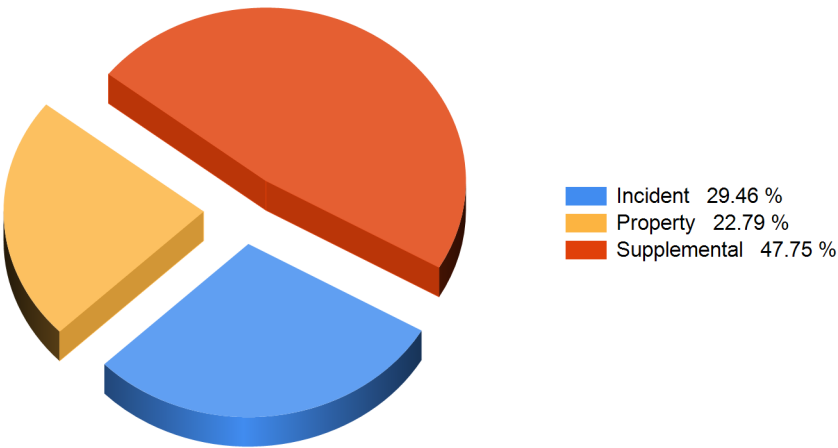
Patrol Area: G1,G2,G3,G4,G5

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	1,425	331	555	539
Calls	911 Interface	213	23	108	82
	Phone	485	67	218	200
	Squad	727	241	229	257

		Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
	Total	689	82	351	256
Reports	Incident	203	30	88	85
	Property	157	25	62	70
	Supplemental	329	27	201	101



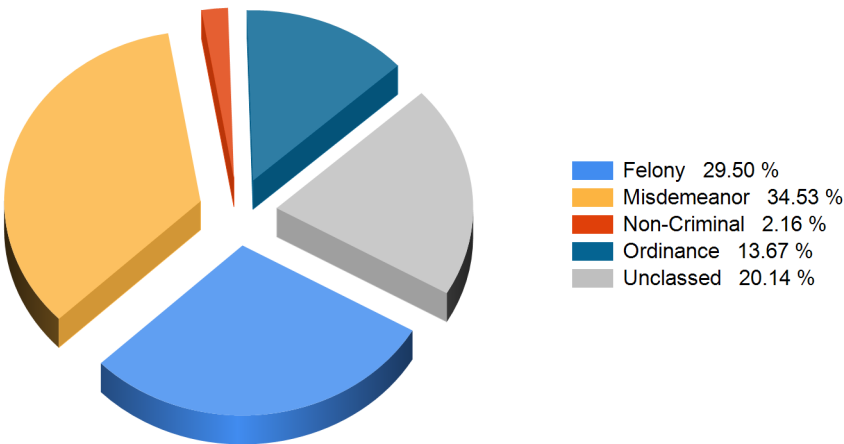
Monthly Activity Overview Report

Printed On: 07/01/21 07:44

For Reporting Period: 06/01/2021 - 06/30/2021

Patrol Area: G1,G2,G3,G4,G5

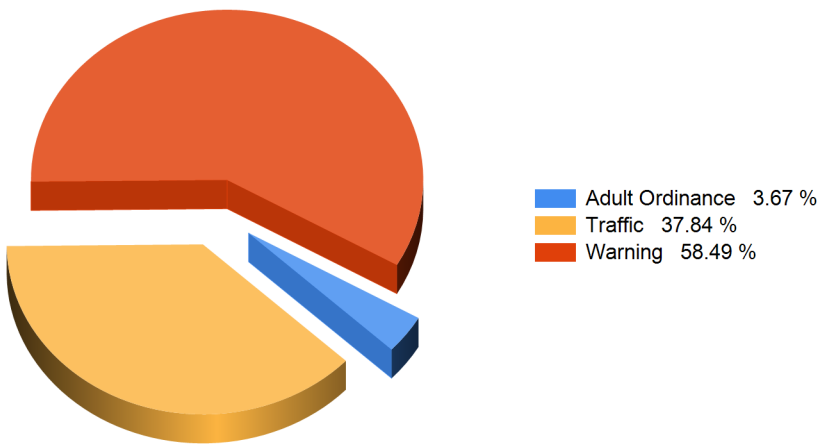
Arrests



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	139	36	66	37
Arrests Felony	41	9	25	7
Misdemeanor	48	8	25	15
Non-Criminal	3	2	1	0
Ordinance	19	7	7	5
Unclassified	28	10	8	10

Citations



Citations are counted by Citation Type alone.

	Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Total	480	133	165	182
Citations Adult Ordinance	19	4	10	5
Traffic	196	52	52	92
Warning	265	77	103	85



North Shore Library

June 2021

Highlights / Accomplishments

- **I Love North Shore Library Buttons:** Library staff gave away over 500 “I Love North Shore Library” buttons to patrons throughout the month of June in celebration of the library’s 35th year!
- The Youth Services Department hosted 20 virtual events, with a total of 252 attendees. We also dipped our toe back into in-person programming. 106 individuals attended our outdoor Art in the Park event. Our first Popsicles and Prizes event distributed 65 popsicles to summer readers.
- Our Ready for Reading program is operating at capacity. Each Monday evening, Hannah leads children and caregivers through a different angle of kindergarten readiness. Each child receives their very own book to keep every week, and parents receive literacy tips, activity suggestions, and more.
- Summer is seeing an increase in programming and number of participants. We have also begun our outreach events by attending schools, reaching over 140 kids last month, and attending the Fox Point Farmer’s market with story time, every last Saturday of the month through September.
- Library Director Annie Bahringer was a guest on the Milwaukee’s The Morning Blend on June 2nd, talking about libraries and how they have remained relevant throughout the pandemic. Because of this appearance, new patron cards increased 112% in June! Website visits also rose as well as our monthly in-library visitors!
- The library has also put out all of our remaining furniture and computers for patron use!

PHYSICAL ITEMS CHECKED OUT



13573

E-ITEMS CHECKED OUT



4837

CURBSIDE PICK-UPS



72

NEW CARDS ISSUED



73

DAYS OPEN



26 Days

WEBSITE VISITS



4477

VISITORS



6419

COMPUTER SESSIONS



442

OF CHILDRENS CLASSES



20

OF ADULT CLASSES



14

PARTICIPANTS IN ADULT CLASSES



407

PARTICIPANTS IN CHILDREN CLASSES



252

**MINUTES OF THE
NORTH SHORE WATER COMMISSION
MEETING OF WEDNESDAY, JUNE 9, 2021**

The North Shore Water Commission held a meeting on Wednesday, June 9, 2021 using an internet-based conferencing platform called Zoom.

Meeting was called to order at 8:00 A.M. by Mr. Imig.

Present:

Scott Botcher, Member (Fox Point)
Charlie Imig, Chair (Glendale)
John Edlebeck, Secretary (Whitefish Bay)

Also Present:

Below are individuals that attended the meeting and were recognized by the Commission.

Eric Kiefer, Plant Manager & Recording Secretary
Duane Ziege, Maintenance Supervisor

MINUTES

It was moved by Mr. Edlebeck, seconded by Mr. Botcher, and unanimously carried to approve the minutes for the meeting held May 12.

MONTHLY REPORT OF PLANT OPERATIONS

Mr. Kiefer presented the monthly report of plant operations. He noted that production in May 2021 versus 2020 was up by 7.5 MG. Furthermore, We Energies invoices for Bender electric and Klode electric are still being estimated.

Mr. Imig asked Mr. Kiefer about any supply chain issues associated with sodium hypochlorite. He replied that he hasn't encountered any problems. He indicated that he has multiple vendors and that sodium hypochlorite is synthesized at facilities throughout the United States. It appears to be readily available.

Below are the items that were submitted to the Commission in the operations and maintenance report ahead of the meeting.

1. Anthony Ortiz has taken the DNR Surface Water exam. The results from the exam still are not available.
2. Travis Leanna has successfully received the DNR Surface Water certification.
3. Liquid Assets Diving Service came to assist plant staff in clearing out the sediment in the 4000' carrier line for the mussel control feed system. The feeding of the muriatic acid and flushing has increased the water flow through the carrier line.
4. Plant staff have completed the annual rapid sand filter maintenance.
5. Plant staff drained, cleaned and inspected basin #1. Staff found a broken sludge collection

sprocket, a flocculation paddle and several chains. The necessary parts are being ordered and the repairs will be made.

6. Plant staff is draining basin #2 for cleaning and inspection.
7. 3Fold IT installed the new phone system.
8. Annual meter calibration and exchanging has been completed by plant staff.
9. Plant staff have been working on pressure washing and sealing the walls on the upper deck area at Klode Park.

The report was placed on file without any motion.

ANNUAL OPERATING BUDGET

The budget reports were submitted ahead of the Commission meeting. Mr. Kiefer noted that the Commission is approximately \$74,000 under budget as of April 30.

The monthly reports were put on file without motion.

MONTHLY BILLS

It was moved by Mr. Botcher, seconded by Mr. Edlebeck, and unanimously carried that payments be approved and authorization be given to the Fiscal Agent to make such payments.

<u>Vendor</u>	<u>Amount</u>
Alexander Chemical (treatment chemical: fluoride)	\$8,517.60
Amazon (insulating foam sealant, wipes, baking soda, arduino, replacement keyboard and mouse, towel, cable ties, floor protectors, and fire hose)	\$880.33
Brooks Angell (reimb: first aid, CPR, AED training)	\$90.00
Cintas (uniforms)	\$200.65
Concentra (respirator review and fit test)	\$396.50
Dan Cherny (reimb: first aid, CPR, AED training)	\$79.00
Diggers Hotline (standard email tickets)	\$24.36
Diversified Benefit Services (Section 125 plan admin)	\$95.00
Eric Kiefer (reimb: conference registration and color copies)	\$110.34
Falls Manufacturing (fabrication of custom plates)	\$668.95
Fuchs & Boyle (legal services)	\$409.50
Grainger (markers, stopwatch, fiberglass plate, clamps, grease, hangers, LED lamps, fire hose, insole, gloves, and scraper)	\$600.67
Hawkins (treatment chemical: aqueous ammonia and LPC-5)	\$1,142.82
Home Depot (insulation, plumbing supplies, and electrical supplies)	\$146.83
Idexx (colilert growth media and collection vessels)	\$4,140.57
Indelco (6 in PVC pipe and fittings)	\$656.10
Kaseya (back up services to Google applications)	\$420.00
L&S Electric (electric motor 3/4 HP for fan)	\$264.00
McMasterCarr (2 in EPDM gaskets)	\$19.81
Milport (treatment chemical: sodium hypochlorite)	\$2,996.25

Nalco (treatment chemical: Veligon TL-M)	\$1,114.76	
Northern Lake Service (compliance monitoring)	\$76.00	
Office Copying Equipment (maintenance payment for copier)	\$11.72	
Quill (toner for HP machine and picture frames)	\$297.90	
Retroff Jeanson (monthly accounting services)	\$1,159.00	
Securian (employee life insurance)	\$158.46	
Spectrum (internet service and phone)	\$604.83	
Swanson Flo (valve for travelling screen flushing system at Klode)	\$1,498.98	
USA Bluebook (lab reagents and tube assemblies for pumps)	\$1,057.79	
Viking Chemical (treatment chemical: phosphoric acid)	\$1,285.55	
Village Ace Hardware (electrical supplies, replacement gas and diesel cans, herbicide, plumbing supplies, paint, and masonry sealant)	\$440.54	
Village of Fox Point (gasoline)	\$119.80	
WaterStone Bank (credit card - General Fund)	\$541.22	
-- AT&T (monthly internet charge): \$80.25		
-- Google (google apps for business): \$84.00		
-- Mail N More (shipment of lead services): \$316.12		
-- StraightTalk (cell phone charges): \$45.86		
-- Zoom (monthly fee and adjustment): \$14.99		
We Energies (Bender electric - ESTIMATE)	\$14,524.97	
We Energies (Bender gas - ESTIMATE)	\$378.68	
We Energies (Green Tree electric)	\$17.06	
We Energies (Henry Clay electric)	\$17.47	
We Energies (Klode electric - ESTIMATE)	\$4,214.73	
We Energies (Klode gas)	\$26.78	
Wisconsin State Lab of Hygiene (fluoride analysis)	\$26.00	
	SUB-TOTAL	\$49,431.52
<u>Capital Fund</u>		
L&S Electric (VFD replacement for raw water pump #4)		\$11,632.71
	SUB-TOTAL	\$11,632.71
	TOTAL	\$61,064.23

CAPITAL PROJECTS UPDATE

Mr. Kiefer provided the Commission with 4 payment requests. The first was for the Reservoir Upgrade Project (2020-1) in the amount of \$21,231.94. He explained that the project finished several months ago and this is the final payment. Mr. Kiefer noted that SEH will submit a final invoice for any remaining work they need to complete. Once that invoice is received, the Reservoir Upgrade Project will officially be complete.

The second payment request was for the Filter Upgrade Project (2021-1) in the amount of

\$60,238.48. Mr. Kiefer explained that SwansonFlo shipped the filter valve actuators that were approved several months ago.

The third payment request was for the Video Surveillance Improvements Project (2021-2) in the amount of \$1,905.66. Mr. Kiefer explained that almost all of the materials and equipment for the video surveillance project have been purchased. This payment request includes labor and materials associated with the project.

The fourth payment request was for the IT Improvements Project (2021-3) in the amount of \$3,652.52. Mr. Kiefer explained that the old phone system was replaced with a VOIP based system. He reported that it was time-consuming to get the existing speaker system to work with the new phone system; otherwise, he was pleased with how everything turned out.

It was moved by Mr. Edlebeck, seconded by Mr. Botcher, and unanimously carried to approve all 4 payment requests as described in Mr. Kiefer's memos dated 6/9/2021.

WISCONSIN DEPT OF TRANSPORTATION LAND ACQUISITION

Mr. Kiefer explained that there have been a number of emails that have been exchanged with the member municipalities regarding the sale of property pertaining to the WisDOT I-43 expansion project.

He explained that Fox Point and Whitefish Bay adopted a joint resolution to authorize the sale; City of Glendale anticipates adopting it at the next Council meeting on June 14. Mr. Kiefer went through the associated paperwork that also needs to be signed by the member municipalities.

Mr. Botcher and Mr. Edlebeck reported that several key individuals will not be readily available after Friday. Mr. Kiefer will work quickly to get signatures from Fox Point and Whitefish Bay.

No action was taken regarding this item.

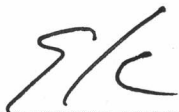
NEXT MEETING

The next regular meeting was scheduled for Wednesday, July 14, 2021 at 8:00 A.M.; the meeting will be online via Zoom.

ADJOURNMENT

It was moved by Mr. Botcher, seconded by Mr. Edlebeck, and unanimously carried to adjourn at 8:21 A.M.

Submitted by:



Eric Kiefer, Plant Manager and Recording Secretary

6/11/2021

Date



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Review and Approval of Revisions to the City of Glendale Employee Handbook.

FROM: Rachel Safstrom, City Administrator

MEETING DATE: July 26, 2021

FISCAL SUMMARY:

Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND/ANALYSIS:

The current Employee Handbook was approved by the Council on September 9, 2013, and last revised November 2020. The Employee Handbook is for all non-represented employees.

RECOMMENDATION:

The request presented to the Council is for a comprehensive paid time off policy to replace the traditional vacation and sick leave policy. The policy was distributed to all employees for review. After comments were received, the policy was amended to what is being presented to Council.

The policy includes three components, Paid Time Off (PTO), Medical Leave Bank and HRA Bank:

The PTO hours can be used at the employee's discretion for time away from work. This includes any time necessary for illness. PTO provides flexibility to employees and supports a work-life balance. This policy also allows for employees to donate PTO to employees that may be in need.

The Medical Leave Bank can have hours added annually from the PTO hours at the employee's request. These hours can be used for FMLA related events.

The HRA Bank is a separate amount that current employees may have banked with an anticipated payout at the time of retirement. These hours can be transferred to the Medical Leave Bank at the employee's request; however, they cannot be replenished if unused.

An added request is to authorize the City Administrator to advance the schedule for four employees that were not offered an accelerated vacation schedule at the time of hire. Two were hired prior to the accelerated schedule being implemented. The other two have recently been given promotions and this incentive was requested; however, the personnel handbook does not authorize me to grant the request.

An additional change to the handbook would be to the Bereavement Leave section. The change allows for leave in the event of a stepparent death.



5909 North Milwaukee River Parkway
Glendale, WI 53209

ACTION REQUESTED:

Motion to Approve the Revisions to the City of Glendale Employee Handbook for paid time off and bereavement leave as presented.

ATTACHMENTS:

1. Updates to the Employee Handbook.

E. VACATION

~~Vacation is an employee benefit granted to full-time regular employees based on the employee's length of service. No vacation time is granted during the employee's first calendar year of employment. During the second calendar year of employment, vacation is granted based on the following schedule (varies with the union contract):~~

_____	After One (1) Year	2 Weeks
_____	Seven Years	3 Weeks
_____	Fourteen Years	4 Weeks
_____	Twenty Years	5 Weeks

~~In cases of termination (health, layoff, or misconduct), payment for earned unused vacation will be made via a final paycheck.~~

~~Use During Probationary Period. New employees accrue, but may not use vacation benefits during the initial six (6) month orientation period, unless approved by the Common Council.~~

~~Accumulation. Vacation credit may not be accumulated or carried over from year to year, unless prior approval is obtained from the City Administrator.~~

~~Minimum Usage. Vacation may be used in no less than one (1) day increments, unless approved by employee's supervisor.~~

~~Scheduling. The Department Head shall determine the number of employees on vacation at any one time. When possible, employees shall make vacation requests to their immediate supervisor at least two (2) weeks prior to the dates requested.~~

~~Accelerated Vacation Schedule. New employees hired with prior years of experience will be placed on an accelerated vacation schedule as follows:~~

_____	Upon hire	3 Weeks (prorated for first year)
_____	Seven Years	4 Weeks
_____	Fourteen Years	5 Weeks

~~Vacation pay is equal to an employee's rate per day, whether exempt or non-exempt. This rate is equal to the current hourly rate of pay times the number of hours the person is normally scheduled to work.~~

E. PAID TIME OFF:

1. PAID TIME OFF. Paid Time Off (PTO) is intended to be used for a variety of traditional types of time away from work, including vacation, personal illness, personal business, doctor appointments, family time, and personal voluntary community service; however, an employee does not have to designate the reasons for the scheduled absences being requested.

Another portion of the PTO program is the Medical Leave Bank, which may only be used for the employee's extended illness, injury, disability, or hospitalization

The PTO program is intended to assist the City in managing staffing needs in order to meet the operational needs of the City.

2. ELIGIBILITY.

- a. Regular full-time and eligible part-time employees, hired after the approval date of this benefit program must participate in this program. Participation in this program is in lieu of eligibility for participation in Vacation and Sick Leave benefit programs.
- b. All regular full-time or eligible part-time employees hired prior to the approval of this benefit must convert to PTO as of January 1, 2022 in lieu of Vacation and Sick Leave benefit programs. If an employee is promoted out of a union position to non-represented, the conversion of time will be as of the promotion date.

3. PTO ACCRUAL SCHEDULE. PTO shall be accrued on a semi-monthly basis. PTO increases with years of service in accordance with the following schedule and is allocated accordingly on a semi-monthly basis.

Employees who change job titles which involves a schedule change to or from an 8-hour day will have a conversion of time to reflect the proper allocation of PTO.

Table 5.1:
Chart calculated based on an employee's 8-hour day

YEARS OF SERVICE	SEMI-MONTHLY / ANNUAL PTO ELIGIBILITY*	MAXIMUM ACCRUAL LIMIT
< 1 year	4.0 hrs every payroll = 96 hrs per year (12 days)	--
1 - 5 years	6.0 hrs every payroll = 144 hrs per year (18 days)	184 hrs (23 days)
6 - 14 years	7.67 hrs every payroll = 192 hrs per year (23 days)	224 hrs (28 days)
15 - 20 years	9.33 hrs every payroll = 224 hrs per year (28 days)	248 hrs (31 days)
> 20 years	11.0 hrs every payroll = 264 hrs per year (33 days)	288 hrs (36 days)

* for illustrative purposes only.

** During the first year of PTO for an employee group, the maximum accrual limit will be effective as of December 31 of the first year.

Table 5.2:

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

YEARS OF SERVICE	SEMI-MONTHLY / ANNUAL PTO ELIGIBILITY*	MAXIMUM ACCRUAL LIMIT
< 1 year	4.25 hrs every payroll = 102 hrs per year (12 days)	--
1 - 5 years	6.38 hrs every payroll = 153 hrs per year (18 days)	195.5 hrs (23 days)
6 - 14 years	7.15 hrs every payroll = 195.5 hrs per year (23 days)	238 hrs (28 days)
15 - 20 years	9.92 hrs every payroll = 238 hrs per year (28 days)	280.5 hrs (31 days)
> 20 years	11.69 hrs every payroll = 280.5 hrs per year (33 days)	306 hrs (36 days)

* for illustrative purposes only.

** During the first year of PTO for an employee group, the maximum accrual limit will be effective as of December 31 of the first year.

During the first sixty (60) days of employment, an eligible employee shall accrue PTO but shall not be eligible to use it or receive reimbursement for accrued PTO upon resignation of employment within the first sixty (60) days of employment.

Regular part-time employees working more than 30 hours per week will receive a pro-rated portion of PTO based on the number of hours they typically work. To calculate the accrual for regular part time employees, hours worked are divided by 40; multiplied by hours of PTO benefit per years of continuous service.

If an employee leaves employment with the City mid-pay period, the amount of PTO for that pay period will be pro-rated based on hours actually worked.

Changes in the semi-monthly PTO accrual rate shall become effective at the beginning of the pay period in which the anniversary date of the qualified employee falls.

New employees will begin to accrue PTO during their first pay period during which the employee works at least seventy (70) percent of the initial pay period.

Employees (hired prior to January 1, 2022) are eligible to convert all accumulated and accrued vacation leave hours into the PTO program.

At the sole discretion of the City Administrator, newly hired employees may be granted PTO at a higher accrual rate than the normal schedule for such employees.

4. REQUESTS FOR AND USAGE OF PTO.

- a. PTO is a benefit to be used by every regular full-time and eligible part-time employee. However, the scheduling of time off is dependent upon the judgment and discretion of the employee's Department Head or his/her designee. This includes surgery or other treatment for medical conditions covered by the FMLA policy that can be scheduled in advance, vacations, personal days, etc.
- b. Employees are strongly encouraged to take forty (40) consecutive hours annually, but in any event must use a minimum of forty (40) hours during the course of the year. New employees having worked for the City for less than a year will not be subject to this requirement.
- c. PTO can be requested to be taken in, hourly increments, or daily increments as deemed necessary and desirable by the employee with the agreement of the Department Head or designee. All PTO will be paid at the employee's regular rate of pay.
- d. An employee will continue to accrue PTO during a leave of absence as long as the leave is with pay.
- e. If an employee's accrued PTO days have been exhausted, additional time off, if granted and as allowed by FMLA, will be unpaid. Negative balances are not permitted. Any employee who has exhausted PTO 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 PTO.
- g. In the event, an employee utilizes all his/her Medical Leave Bank hours, another employee may donate up to sixteen (16) hours of accrued PTO per year to the employee.

5. UNSCHEDULED LEAVE.

- a. Unscheduled leave/absences are defined as unscheduled time off that is unapproved in advance by the Department Head or designee. If less than three (3) working days' notice are given for any requested time off, the absence is considered unscheduled.
- b. When unscheduled leave is necessary, employees shall notify their Department Head or designee prior to the beginning of their scheduled reporting time within the time period designated by the Department Head, and shall inform their Department Head or designee of an anticipated date of return.
- c. A Department Head or designee may grant approval of a request by an

employee to use PTO with less than three (3) day notice if the employee's absence does not negatively affect departmental workload, project completion, and sufficient staffing levels exists except for leaves covered by FMLA.

- d. Employees are limited to three (3) unscheduled occurrences in a calendar year. Employees with more than three (3) unscheduled occurrences must file a memorandum of circumstance to the supervisor for approval.
- e. 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 on PTO time by the department supervisor.

6. ACCUMULATION.

PTO Accrual Maximums are capped semi-monthly at the numbers set forth in Table 5.1. If the cap is exceeded, the excess PTO hours automatically will be transferred into the employee's Medical Leave Bank.

7. REIMBURSEMENT OF ACCUMULATED PTO LEAVE.

- a. Upon retirement or resignation in good standing from City service, employees who have worked at least six (6) months shall be paid for all accrued but unused PTO leave (excluding Medical Leave Bank hours).
- b. Employees may not utilize planned PTO to extend an employee's last date of employment, nor may it apply towards the notice period which is intended as a working notice period.
- c. Employees who quit without a minimum of two (2) weeks' notice shall forfeit their accrued PTO leave.

8. MEDICAL LEAVE BANK.

The other portion of the PTO program for employees is the Medical Leave Bank. The purpose of the Bank is to address the long-term medical needs for an employee's personal illness or the personal illness of an eligible family member.

a. USES.

- i. The medical needs must be for qualifying events as described in the Family and Medical Leave Act policy for personal or family medically related reasons (i.e. illness, injury, medical emergency or military exigencies for the employee or family members) and consequently, the employee must provide the City with an FMLA application which is acceptable to the City.

- ii. In the event the Medical Leave Bank is exhausted for qualifying events, employee will use PTO. Time off without pay is not allowed, except for absences covered by FMLA. Negative balances are not permitted.
- iii. Employees who have a covered event that will require the employee to be absent for longer than three (3) working days, are required to contact their Department Head or designee.
- iv. The Medical Leave Bank account may be accessed for an employee's non-intermittent FMLA after the appropriate certifications have been received and approved by the Human Resource Department.
- v. Using the Medical Leave Bank for intermittent leave may be allowed upon approval by the Human Resource Director or designee under certain circumstances such as prolonged therapies necessitating multiple appointments, travel requirements or symptomatic absences due to treatments.
- vi. The Medical Leave Bank account may be used for the three (3) day waiting period to cover time loss in the event of a Worker's Compensation time loss.
- vii. 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.
- viii. 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.
- ix. Employees may accumulate up to a maximum of 480 hours in their Medical Leave Bank. Once an employee's Bank reaches a maximum of 480 hours, no more hours will be credited to the employee's Bank until the accumulated hours fall below the 480 hour maximum.
- x. Upon an employee's separation from employment, the Medical Leave Bank is not payable.

b. INCREASING MEDICAL LEAVE BANK ACCOUNT HOURS.

Employees may build hours in their account by rolling hours from their PTO into their Medical Leave Bank account.

There are two ways in which to accomplish this:

- i. To the extent that the PTO balance exceeds the Accrual Maximum, those hours will automatically be transferred to the Medical Leave Bank account.
- ii. Prior to December 15 of each year, employees can elect to deduct hours from the PTO balance and transfer the hours to the Medical Leave Bank account.

9. EMPLOYEES HIRED PRIOR TO JANUARY 1, 2022 – HRA BANK

Employees hired prior to January 1, 2022, will have their balance of sick leave hours as of December 31, 2021, placed in an HRA Bank. The hours may be transferred from this bank to the Medical Leave Bank at the employee's request on January 15 of any given year.

Unused 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 the non-represented position will fall under the above criteria as of their promotion date.

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

F. 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 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 as a result 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 (paid time off, 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 it deems necessary, and as 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 which provides greater family or medical leave rights.

VI. TIME AT WORK & TIME AWAY FROM WORK

G. SICK LEAVE

~~Accumulation. Full-time employees shall earn six and two-third (6 2/3) hours of sick time for every month of employment, or 10 days per year. The maximum accumulation for employees shall be two hundred twelve (212) days.~~

~~Use of Sick Leave. Said time may be used to prevent loss of pay from absences from work caused by employee illness or injury not occurring in the course of his/her employment. Sick leave may also be used in the event of the illness of an immediate family member who is living in the same household as the employee. Sick leave may not be paid unless the employee who is eligible for such pay has given his/her department head prior notice of absence if at all possible.~~

~~Notification: Sick leave may not be paid unless the employee who is eligible for such pay has given his/her department head prior notice of absence if at all possible. Employees are required to contact their supervisor prior to their scheduled shift indicating their illness or the illness of their family. Sick leave will not be paid unless the employee satisfactorily complies with any request by the department head or the City Administrator for medical~~

~~certification of the sickness by a physician and/or other evidence of actual sickness. In the event of any absence exceeding two (2) consecutive days, such proof of sickness will be required before any payment of sick leave is made to the employee. (CC8-22-16) Sick leave may be used in no less than 30 minute increments.~~

~~Sick Leave Payout. Employees are eligible for unused, accumulated sick leave payout as follows with 20 years of service:~~

~~Accumulated sick leave, to a maximum of 102 days, paid out to a health reimbursement account in the employee's name to offset post-retirement health expenses.~~

~~H. JURY DUTY~~

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 employment with the City to join and/or serve in the military forces of the United States. 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 who take military leave to do so 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 that are on military leave without loss of pay or benefits for one year must request in writing to have the continuation of their pay and benefits extended 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, step-parent, 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 off with pay for the specific purpose of attending the funeral of a fellow City employee or official.



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Application for Temporary Picnic License filed by Glendale Little League

FROM: Megan Humitz, City Clerk

MEETING DATE: July 26, 2021

FISCAL SUMMARY:

Budget Summary:	General Fund
Budgeted Expenditure:	N/A
Budgeted Revenue:	\$10.00

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	7.2.16

BACKGROUND/ANALYSIS:

The Glendale Little League is seeking approval for a Temporary Class "B" Picnic Licenses for the Glendale Little League Family Fund Day, held at 1401 West Civic Drive, on September 11, 2021 from 10:00 a.m. to 6:00 p.m.

All applications are on file in the Clerk's office. The Police Department has completed their review and recommends approval.

The Clerks's Office is requesting Council approval of this application, as the Glendale Little League has not submitted a request for a Temporary Class "B" Picnic License in several licensing periods. In addition, it is necessary for the Council to waive the prohibition of the sale and distribution of alcoholic beverages on City property for Glendale Little League events.

RECOMMENDATION:

Staff recommends approval of the Temporary Class "B" Picnic License as requested.

ACTION REQUESTED:

Motion to approve the applications for Temporary Class "B" Picnic License filed by the Glendale Little League.

ATTACHMENTS:

None



5909 North Milwaukee River Parkway
Glendale, WI 53209

SUBJECT: Review and Approval of Lease Agreement with Glendale Little League.

FROM: Rachel Safstrom, City Administrator

MEETING DATE: July 26, 2021

FISCAL SUMMARY:

Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND/ANALYSIS:

The City of Glendale has a long standing lease agreement with the Glendale Little League. The Glendale Little League utilizes and maintains the land located on West Civic Drive. The previous lease agreement was signed in 2009 and was for ten years. Recently, I was made aware of the agreement lapse and have an updated agreement attached.

RECOMMENDATION:

The new lease is for 2021-2030. The President of the Glendale Little League has reviewed and approved the document as it is presented.

Staff anticipates the organization to present some improvements to the property for Council approval in the near future.

ACTION REQUESTED:

Motion to approve the City of Glendale Stormwater Management Plan as presented.

ATTACHMENTS:

1. Draft Lease with Glendale Little League.

LEASE

This Agreement, by and between the GLENDALE LITTLE LEAGUE (the “League”), and the THE CITY OF GLENDALE (the “City”).

WHEREAS, the City is the owner of:

Approximately ten acres of land located on West Civic Drive, Glendale, Wisconsin, used and programmed as of the date hereof by the Little League (the Little League property).

WHEREAS, the League desires to lease and manage the Little League property for recreational use;

WHEREAS, the City desires to provide the land for recreational use;

WHEREAS, the City and the League desire to enter into an Agreement setting forth the specific terms, and conditions for a long-term lease of the Little League property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree that the City shall lease the Little League property to the League and the League shall lease the Little League property from the City upon the following terms and conditions:

1. The City shall lease to the League the Little League property for a term commencing with the execution of this lease until 2030, for a fee of \$1.00 to be paid upon execution of this lease.
2. The City shall retain ownership and control of the Little League property and no sublease affecting the Little League property shall be entered into by the League without express written consent of the City.
3. The League, at its expense, shall be responsible for the facility development, maintenance, management, promotion and programming of the Little League property.
4. In the event the League no longer requires the Little League property for recreational purposes, such property shall no longer be subject to the terms and conditions of this Agreement and full control of such property shall revert to the City. Upon reversion to the City, and unless released by the City, the League shall retain responsibility for the

obligation as set forth in paragraph 3 of this agreement for a period of sixty (60) days from the date notice is provided that the League no longer requires the property.

5. All planning and development of the Little League property shall be done by agreement so as to conform with existing City ordinances and regulations governing the construction and/or use of improvements or structures on the Little League property. Alterations, repairs, construction, or any development of the property shall require approval of the Common Council, which approval shall not be unreasonably withheld.

6. The City as the primary property owner shall retain responsibility and liability for any pre-existing conditions that may be on said lands and shall indemnify the League against any and all such claims, causes or actions or damages related to pre-existing conditions. The City shall name the League as an additional insured on its liability insurance for the subject property and shall furnish confirmation of such to the League.

7. The League shall assume responsibility and liability for claims, causes of action and damages arising out of or in any way relating to accidents or injuries occurring upon or in any way relating to the use of the property and shall indemnify the City against any and all such claims, causes of action or damages. The League shall name the City as an additional insured on its liability insurance for the subject property and shall furnish confirmation of such to the City.

8. This lease and the rights of lessee hereunder may not be sublet or assigned without authorization of the Common Council.

9. In the event of a public emergency, or other natural disaster requiring temporary emergency use of the premises, the City shall have the right to enter upon the premises only as necessary to protect the public health and welfare.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2021.

GLENDALÉ LITTLE LEAGUE

CITY OF GLENDALÉ

President
Attest:

Mayor, Bryan Kennedy
Attest:

Secretary

City Clerk, Megan Humitz

Approved as to form:

League Attorney

John Fuchs, City Attorney



SUBJECT: Review and Approval of Wisconsin Department of Transportation Traffic Mitigation Grant/Agreement for State Project I.D. 1229-04-90 Contract No. 4 (Implementation of emergency vehicle preemption at the W Silver Spring Drive & N Milwaukee River Parkway intersection)

FROM: Charlie Imig, Director of Public Works

MEETING DATE: July 26, 2021

FISCAL SUMMARY:

Budget Summary:	Mitigation Grant
Budgeted Expenditure:	\$10,300
Budgeted Revenue:	\$10,300

STATUTORY REFERENCE:

Wisconsin Statutes:	
Municipal Code:	

BACKGROUND/ANALYSIS:

The Wisconsin Department of Transportation (WisDOT) would like to enter into an agreement with the Department of Public Works (DPW) to provide funds for traffic mitigation impacts related to the I-43 N-S reconstruction project. Funds will be used to reimburse DPW for the implementation of emergency vehicle preemption (EVP) at the W Silver Spring Drive & N Milwaukee River Parkway intersection. The preemption will improve response times and safety for responding agencies both during regular operations and when impacted by IH-43 diversion.

The monies provided by this agreement will allow for design, equipment purchase and implementation of EVP, at no cost to the City. The Common Council has already approved a similar agreement with for the Department of Public Works

Additionally, the WisDOT project team coordinated with North Shore Fire recently and discussed their request to add EVP along several of their routes to I-43. The requested intersections belonging to Glendale are as follows:

- N Port Washington Road & W Bender Road/W Devon Street
- N Port Washington Road & W Corrigan Drive
- N Port Washington Road & W Town Center Way
- W Silver Spring Drive & N Mohawk Avenue/N Bayshore Drive
- W Silver Spring Drive & N Milwaukee River Parkway

WisDOT will provide equipment and services for these improvements, including inspection of existing conduit, traffic signal plan revisions, emergency vehicle preemption equipment as needed to retrofit the intersection (including but not limited to detectors, discriminators, phase selectors and cable) and the installation of equipment



5909 North Milwaukee River Parkway
Glendale, WI 53209

RECOMMENDATION:

WisDOT coordinated with North Shore Fire stating that this project will improve response times and safety for responding agencies both during regular operations and when impacted by IH-43 diversion. Therefore, staff recommends approval of the Agreement between the Wisconsin Department of Transportation and the Glendale Department of Public Works for the Traffic Mitigation Grant/Agreement for State Project I.D. 1229-04-90 Contract No. 4 (Implementation of emergency vehicle preemption at the W Silver Spring Drive & N Milwaukee River Parkway intersection).

ACTION REQUESTED:

Motion to approve the Traffic Mitigation Grant/Agreement between the Wisconsin Department of Transportation and the Glendale Department of Public Works for State Project I.D. 1229-04-90 Contract No. 4 (Implementation of emergency vehicle preemption at the W Silver Spring Drive & N Milwaukee River Parkway intersection).

ATTACHMENTS:

1. Traffic Mitigation Grant/Agreement for State Project I.D. 1229-04-90 Contract No. 4 (Implementation of emergency vehicle preemption at the W Silver Spring Drive & N Milwaukee River Parkway intersection)

AGREEMENT BETWEEN
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF GLENDALE

State Project I.D. 1229-04-90 Contract No. 4

This agreement is a formal partnership, made and entered into between the Wisconsin Department of Transportation (DEPARTMENT) and the City of Glendale (CITY), provides for services and equipment as described herein. The DEPARTMENT and CITY are partnering during the IH43 N-S reconstruction project (PROJECT) to ensure safer and more efficient travel in the corridor and on adjacent routes.

The DEPARTMENT advises implementation of a comprehensive and cost-effective transportation management plan that will help ensure the safety, accessibility and mobility for the traveling public in the PROJECT area. The PROJECT area is defined as IH43 between W Silver Spring Drive and WIS 60. Included in the PROJECT area are local alternate routes adjacent to the interstate.

To mitigate traffic impacts caused by the PROJECT, the DEPARTMENT will reimburse the CITY for their actual costs up to \$10,300. In turn, the CITY will implement emergency vehicle preemption at the CITY intersection listed below. The preemption will improve response times and safety for responding agencies both during regular operations and when impacted by IH43 diversion.

The monies provided by this agreement will allow for design, equipment purchase and implementation of emergency vehicle preemption at the following CITY intersection:

- W Silver Spring Drive & N Milwaukee River Parkway

Equipment and services will include:

- Inspection of existing conduit
- Traffic signal plan revisions
- Emergency vehicle preemption equipment as needed to retrofit the intersection (including but not limited to detectors, discriminators, phase selectors and cable)
- Installation of equipment

Basis of Payment

The CITY shall charge actual costs incurred and attributable to the work performed and described above under this agreement to the DEPARTMENT. The DEPARTMENT will provide to the CITY reimbursable funding for these charges up to \$10,300. Billings shall be directed by the CITY to the attention of Allison Blackwood Wisconsin Department of Transportation, Southeast Region, 141 NW Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798 and will include a statement of expenses supported by a description of items and services provided and expended. The DEPARTMENT shall pay the bill promptly upon receipt thereof.

Notifications

Other correspondence and notifications required under this agreement shall be given as follows:

Notice to the City: Charlie Imig, Director of Public Works
City of Glendale
5909 N Milwaukee River Parkway
Glendale, Wisconsin 53209
(414) 228-1705
c.imig@glendalewi.gov

Notice to the Department: Allison Blackwood, P.E.
WisDOT SE Region
141 NW Barstow St
Waukesha, WI 53187-0798
(414) 750-1882
allison.blackwood@dot.wi.gov

Signatures

This agreement may only be amended by a written document signed by each of the parties hereto.

APPROVED

For the City of Glendale

Date

APPROVED

For the Wisconsin Department of Transportation

Date

APPROVED

Governor, State of Wisconsin

Date



SUBJECT: Pavement rehab nightwork on N Port Washington from W Daphne Road to W Good Hope Road as part of the I-43 Work Zone Prep project (ID 1229-04-70).

FROM: Charlie Imig, Director of Public Works

MEETING DATE: July 26, 2021

FISCAL SUMMARY:

Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	11.2.9

BACKGROUND/ANALYSIS:

The Wisconsin Department of Transportation has authorized a project on I-43 from Silver Spring Drive to WIS 60. The project involves the rehabilitation or replacement of 6 bridges within the project area, and the reconstruction of the existing pavement not to preclude future modernization.

As part of the project, the Department is planning pavement rehab on N Port Washington Road from W Daphne Road to W Good Hope Road. This work will be done as part of the I-43 Work Zone Prep project (ID 1229-04-70), which was let on July 13, 2021. This project will be done in advance of the mainline freeway work as N Port Washington Road will be a part of the detour route. The present condition of the Road is impetus for the rehab project.

Steve Hoff, WisDOT Project Manager for the I-43 N/S project told staff that they are anticipating that this work will take 3 to 4 weeks to complete, and it will occur in September and October 2021. Due to the higher traffic volumes on N Port Washington Road, WisDOT is currently indicating in their contract Special Provisions that this work needs to be done at night.

Hoff further explained that he feels the obvious big advantage to doing the work at night is to avoid the back-ups on N Port Washington Road that would occur if lanes were closed during the day instead. He also wrote that it's important to note that this work is being done at the request of the Milwaukee County DOT to improve the condition of this stretch of N Port Washington Road in Glendale. He believes that everyone that drives through here and lives or works in this area will benefit from the improved condition of the pavement. As far as the work itself, the louder work (pavement removal) will be done earlier in the night so the areas can be excavated, concrete poured and then cured in time for everything to be open by the morning.

Glendale City Ordinance 11.2.9(10) does allow an exception to the Loud and Unnecessary Noise Prohibited to the provisions of this section. The exception has been used for WisDOT and City projects alike.

RECOMMENDATION:

This is for informational purposes; however, staff wanted to bring this to the Council's attention as location of the aforementioned project is close to residential areas. As with any road project, there will be associated noise.



5909 North Milwaukee River Parkway
Glendale, WI 53209

ACTION REQUESTED:

For information and discussion.

ATTACHMENTS:

1. N Port Washington Road Pavement Rehab ID 1229-04-70 location map plan

UTILITY INTERESTS REQUIRED		
PARCEL NUMBER	OWNER(S)	INTERESTS REQUIRED
641	CITY OF GLENDALE SEWER AND WATER	MUNICIPAL AGREEMENT

LEGEND

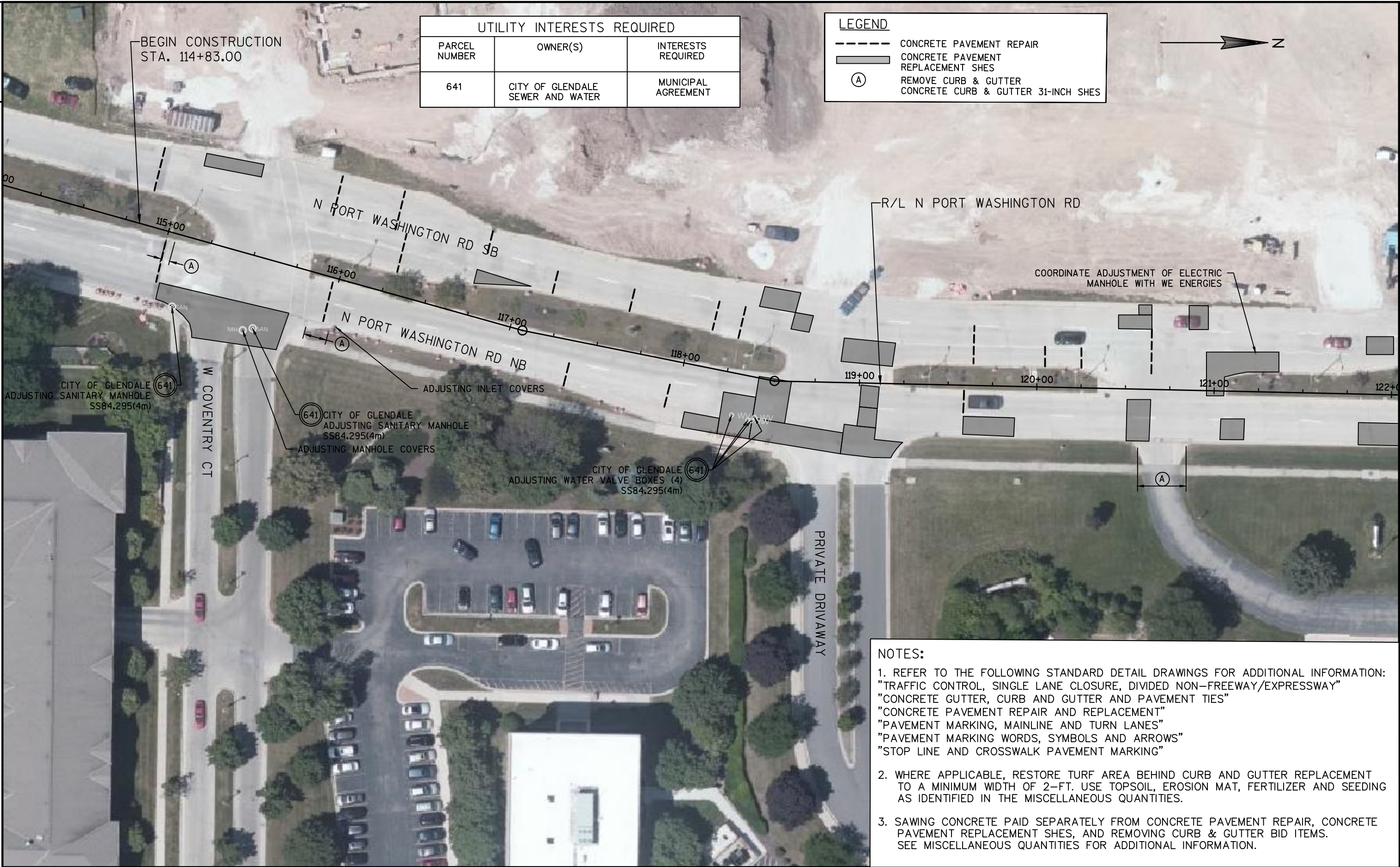
CONCRETE PAVEMENT REPAIR

■

CONCRETE PAVEMENT
REPLACEMENT SHES

Ⓐ

REMOVE CURB & GUTTER
CONCRETE CURB & GUTTER 31-INCH SHES



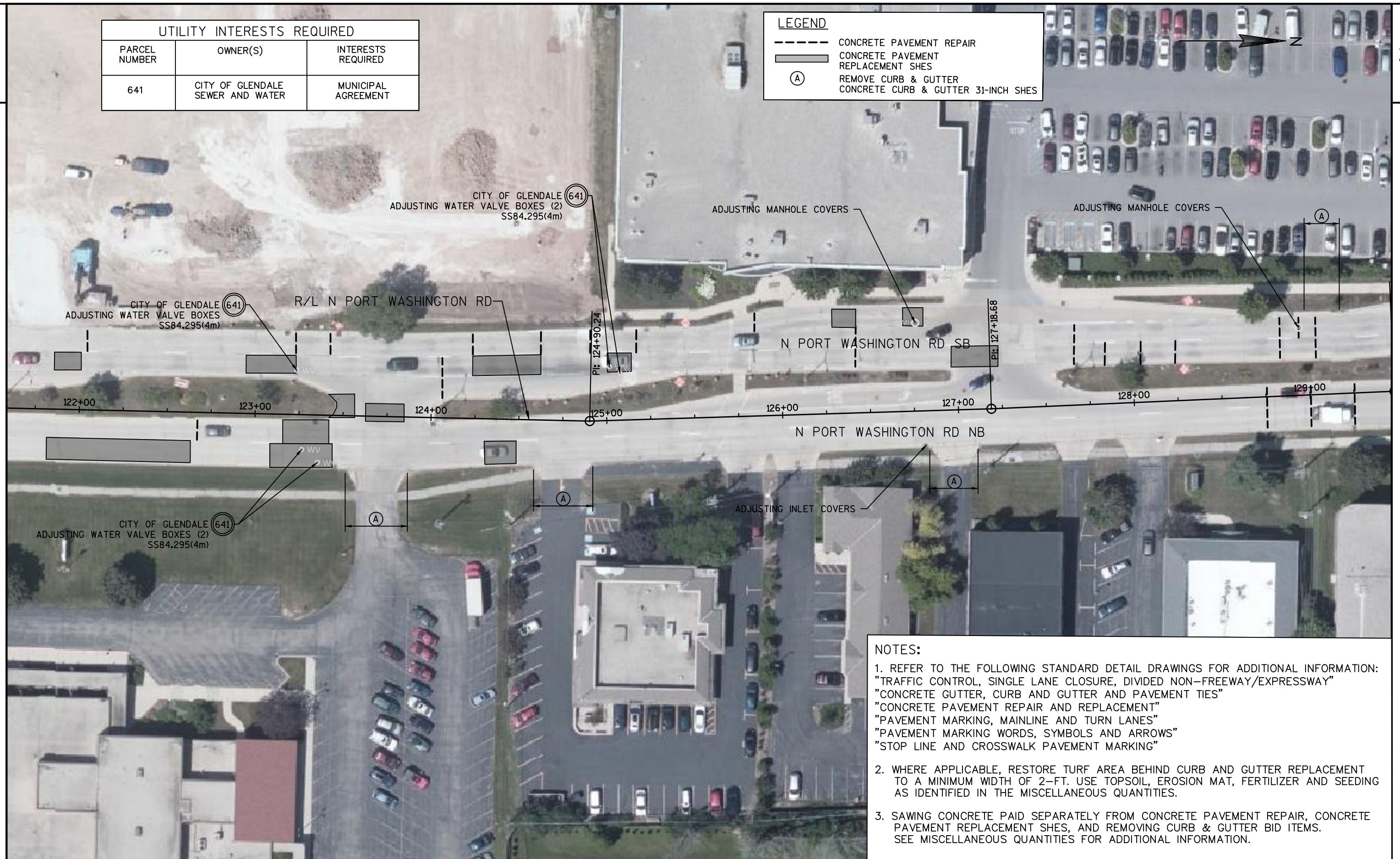
- NOTES:
- REFER TO THE FOLLOWING STANDARD DETAIL DRAWINGS FOR ADDITIONAL INFORMATION:
"TRAFFIC CONTROL, SINGLE LANE CLOSURE, DIVIDED NON-FREEWAY/EXPRESSWAY"
"CONCRETE GUTTER, CURB AND GUTTER AND PAVEMENT TIES"
"CONCRETE PAVEMENT REPAIR AND REPLACEMENT"
"PAVEMENT MARKING, MAINLINE AND TURN LANES"
"PAVEMENT MARKING WORDS, SYMBOLS AND ARROWS"
"STOP LINE AND CROSSWALK PAVEMENT MARKING"
 - WHERE APPLICABLE, RESTORE TURF AREA BEHIND CURB AND GUTTER REPLACEMENT TO A MINIMUM WIDTH OF 2-FT. USE TOPSOIL, EROSION MAT, FERTILIZER AND SEEDING AS IDENTIFIED IN THE MISCELLANEOUS QUANTITIES.
 - SAWING CONCRETE PAID SEPARATELY FROM CONCRETE PAVEMENT REPAIR, CONCRETE PAVEMENT REPLACEMENT SHES, AND REMOVING CURB & GUTTER BID ITEMS. SEE MISCELLANEOUS QUANTITIES FOR ADDITIONAL INFORMATION.

UTILITY INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTERESTS REQUIRED
641	CITY OF GLENDALE SEWER AND WATER	MUNICIPAL AGREEMENT

LEGEND

- CONCRETE PAVEMENT REPAIR
- ▬ CONCRETE PAVEMENT REPLACEMENT SHES
- (A) REMOVE CURB & GUTTER
- CONCRETE CURB & GUTTER 31-INCH SHES



NOTES:

- REFER TO THE FOLLOWING STANDARD DETAIL DRAWINGS FOR ADDITIONAL INFORMATION:
 - "TRAFFIC CONTROL, SINGLE LANE CLOSURE, DIVIDED NON-FREWAY/EXPRESSWAY"
 - "CONCRETE GUTTER, CURB AND GUTTER AND PAVEMENT TIES"
 - "CONCRETE PAVEMENT REPAIR AND REPLACEMENT"
 - "PAVEMENT MARKING, MAINLINE AND TURN LANES"
 - "PAVEMENT MARKING WORDS, SYMBOLS AND ARROWS"
 - "STOP LINE AND CROSSWALK PAVEMENT MARKING"
- WHERE APPLICABLE, RESTORE TURF AREA BEHIND CURB AND GUTTER REPLACEMENT TO A MINIMUM WIDTH OF 2-FT. USE TOPSOIL, EROSION MAT, FERTILIZER AND SEEDING AS IDENTIFIED IN THE MISCELLANEOUS QUANTITIES.
- SAWING CONCRETE PAID SEPARATELY FROM CONCRETE PAVEMENT REPAIR, CONCRETE PAVEMENT REPLACEMENT SHES, AND REMOVING CURB & GUTTER BID ITEMS. SEE MISCELLANEOUS QUANTITIES FOR ADDITIONAL INFORMATION.

PROJECT NO: 1229-04-70

HWY: IH 43

COUNTY: MILWAUKEE/OZAUKEE

PLAN DETAILS

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