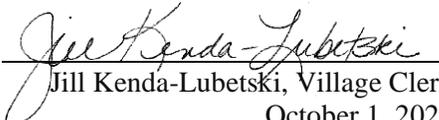


VILLAGE BOARD MEETING
Monday, October 5, 2020
Virtual Meeting by Phone, 6:30 P.M.



PLEASE TAKE NOTICE that a meeting of the Brown Deer Village Board will be held virtually due to the COVID-19 pandemic. The public can access this meeting of the Village Board by dialing **1-301-715-8592**. The public would then need to enter the code: **838-7638-2166** to join the meeting. The public can also join by video by using the following link: <https://us02web.zoom.us/j/83876382166>. Please remember to mute your microphone to reduce background noise. The following items of business will be discussed and possibly acted upon:

- I. Roll Call
- II. **Persons Desiring to be Heard** – Please submit your full name, address, and your comment by 4:30 p.m. October 5, 2020 to manager@browndeerwi.org
- III. **Consent Agenda**
 - A) Consideration of Minutes: September 21, 2020 – Regular Meeting
- IV. **New Business**
 - A) Approve Agreement Between the Village of Brown Deer and the Wisconsin Professional Police Association (WPPA)
 - B) Resolution No. 20__, “Releasing Developer Obligations at 9325 N. Green Bay Rd.”
 - C) Presentation and Discussion on Code enforcement
 - D) Committee Appointment
- V. Village President’s Report
- VI. Village Manager’s Report
- VII. Adjournment



Jill Kenda-Lubetski, Village Clerk
October 1, 2020

PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST ONE BUSINESS DAY PRIOR TO THE MEETING.

**BROWN DEER VILLAGE BOARD
SEPTEMBER 21, 2020 MEETING MINUTES
HELD BY PHONE DUE TO COVID-19 PANDEMIC**

The meeting was called to order by President Montgomery at 6:30 P.M.

I. Roll Call

Present: Village President Montgomery; Trustees: Baker, Quirk, Spencer, Springman, Cherry, Booker

Also, Present: Michael Hall, Village Manager; Susan Hudson, Comptroller; John Fuchs, Village Attorney; Matthew Maederer, Department of Public Works Director; Nate Piotrowski, Community Services Director, Chief Kass, Captain Schmitz, Dana Anderson-Kopczyk, Library Director, Chad Hoier, Park & Recreation Director

II. Persons Desiring to be Heard – Ivory Peoples, 6158 W Silver Brook Lane and Marcel Berg, 8224 N 55th Street

III. Consent Agenda

- A) Consideration of Minutes: August 17, 2020 – Regular Meeting
- B) July 2020 Financial Report
- C) Approve August 2020 Vouchers

It was moved by Trustee Springman and seconded by Trustee Booker with change to spelling to approve the consent agenda item. The motion carried unanimously.

IV. New Business

- A) Health Update by Ann Christiansen of the North Shore Health Department on COVID-19

Ann Christiansen, Health Director for the North Shore Health Department gave an update and data on COVID-19.

This item was for discussion purposed only. No action was taken on this item.

- B) Discussion about Community Based Residential Facilities (CBRFs) and Juvenile Facilities Licensed by the State of Wisconsin

This agenda item was added by the request of President Montgomery. I have consulted with legal counsel on this issue, I have had one on one conversations with President Montgomery, Trustee Baker, Trustee Quirk, and Trustee Springman. I have had discussions with many homeowners about this issue. This was an agenda item and discussed thoroughly at the July 20th, 2020 Village Board meeting.

The following is what was explained:

This type of facility is licensed by the State of Wisconsin. The Village of Brown Deer does not regulate or generate any approval processes for this type of facility. The only thing the Village of Brown Deer does, by request of the State of Wisconsin, is to certify the home is in good condition. The occupancy permit, issued by the Village of Brown Deer, simply certifies that the building complies with building, electrical, water, and sewer codes. If the citizens have further questions or concerns, they should contact the State of Wisconsin.

Contact information:

Lynn Halmar

Child Welfare Licensing Supervisor with Wisconsin Department of Children and Families

dcf.wisconsin.gov | p: 262.446.7864 |

Lynn.Halmar@wisconsin.gov

This item was for discussion purposed only. No action was taken on this item.

C) Approve the Purchase of Electric Polling Books Called “Badger Books” not to exceed \$25,000

What is a Badger Book? It is an electronic poll book. They will be used to check in voters, print tally slips, enter registrations, and record absentee voters.

These electronic poll books will work the same as paper. For instance, just as a voter would sign the paper poll book to get a tally slip in order to get a ballot, the voter will sign the Badger Book. The election inspector will still look up the voters’ names in the poll book, voters will still sign the poll book, and voters will still get a tally slip (voter number). The only difference is that all of this will be done electronically using the Badger Books.

The actual process of voting will not change at all. Voters will still vote on paper ballots and will still place those ballots in the tabulator. The tabulator is not connected to the Badger books in any way. The Badger Books are not connected to the internet or to any other outside source. They are connected only to each other by a private network within the polling place.

It was moved by Trustee Quirk and seconded by Trustee Booker to approve the purchase of Badger Books not to exceed \$25,000. The motion carried unanimously.

D) Approve Liquor License Application for Crab Du Jour

The Village has received an application from Zi Gun Huang to serve and sell alcohol at Crab Du Jour located at 9050 North Green Bay Road (the former Applebee’s). It is my understanding that a representative of the business will be calling in to the Village Board meeting to answer any questions the Village Board may have regarding this application. The restaurant has been open for business to the public since August 14, 2020, offering lunch and dinner. In addition to serving food, they would also like to offer alcoholic beverages for sale. Angelica M. Garcia is being recommended as the appointed agent for the liquor license. A background check was completed by the Police Department, with the recommendation that Ms. Garcia be considered as the Agent for the license.

It was moved by Trustee Spencer and seconded by Trustee Springman to approve the liquor license application for Crab Du Jour. The motion carried unanimously.

E) Waiver of Food Truck License Fees at the Brick Yard Oasis

The Village’s Food Truck license would be waived for trucks that Brick Yard Oasis use during/for their business.

It was moved by Trustee Springman and seconded by Trustee Cherry to approve the waiver of Food Truck License that Brick Yard Oasis. The motion carried unanimously.

F) Waiver of Food Truck License Fees for the 4th of July Annual Celebration

The Village’s Food Truck license would be waived for trucks for the 4th of July Celebration

It was moved by Trustee Quirk and seconded by Trustee Spencer to approve the waiver of Food Truck License for the 4th of July Celebration. The motion carried unanimously

G) Approve the Purchase of the 2021 Police Vehicles

The annual fleet replacement plan for 2021 consists of replacing three Ford Police Utility Vehicles, two to serve as marked patrol vehicles and one to serve as an administrative vehicle.

It was moved by Trustee Springman and seconded by Trustee Baker to approve the purchase of the 2021 police vehicles. The motion carried unanimously

H) Approve the Shelving and Furniture Purchase for the New Library

New commercial grade furniture that can be easily wiped down is strongly recommended. The bid response was unusually high according to the design team; usually a project of this size will see only 2-3 companies bid, but the Brown Deer Public Library received 8. This gave the library deeper than typical discounts on the furniture selected.

The current library does not have any seating to provide comfort or support for extended visits, and most library staff does not have an actual workstation. And, the library now needs to furnish three floors of a library which includes multiple study and community rooms, rather than just one floor and single community room like it currently is now.

It was moved by Trustee Baker and seconded by Trustee Quirk to approve the shelving and furniture purchase for the new library. The motion carried unanimously

I) Approve New Contract with Express News to Produce "Our Brown Deer" magazine

5 years ago, the Village signed a contract with Express News to produce 'Our Brown Deer' Magazine. This was produced with zero cost to the Village. This magazine is a triannual magazine with news, stories and advertising sent to every home and business in the Village. The contract ends this year and we would both like to continue the relationship.

Here are the following changes from the last contract:

- This new contract will automatically renew each year with a withdrawal clause from either party after giving 30 days' notice.
- Express News has seen costs go up over the last 5 years and would like the Village to pay for the bulk mail. This is a cost of \$2,000 per magazine with an annual cost of \$6,000 per year. I have connected the School and asked if they would pay for half of the yearly cost with the Village. The school has agreed. This will have a budget impact of \$3,000 per year to the Village of Brown deer.

It was moved by Trustee Spencer and seconded by Trustee Booker to approve the new contract with Express News to produce "Our Brown Deer" magazine. The motion carried unanimously

J) Discussion and Approval of Advance Disposal Contract Transition to GFL Environmental, Inc for Refuse collection/Disposal and Recycling for the Village of Brown Deer

Advanced Disposal is in the process of being bought out by Waste Management and GFL Environmental. From my discussions with Advanced it sounds like the residential and commercial operations would go to GFL. This deal has been in the works for about 16-months now and still requires DOJ approval (anti-trust laws).

So, what does this mean for Brown Deer? Well, nothing other than there may be some customer service changes and the names on the trucks at some point could change from Advanced to GFL. I confirmed that we would still be dealing with the same staff (drivers/route managers/etc.) for the most part. Our main contact and route manager, Donny Rowan, already signed a letter of intent with GFL. The Village's current contract would be honored until its expiration date of 2025 with no changes and all services remaining the same.

It was moved by President Montgomery and seconded by Trustee Springman to approve the contract with GFL Environmental. The motion carried unanimously

- K) Approve the State/Municipal Agreement (SMA) for the N Green Bay Road/STH 57 & N Teutonia Avenue/CTH D Round-About Project (State Project ID No 2565-07-00/70)

The State has agreed to include the round-about at N. Green Bay Road/STH 57 & N. Teutonia Avenue/CTH D as part of the State's N. Green Bay Road/STH 57 reconstruction project which includes the urban interchange removal and reconfiguration to a traditional signalized at-grade intersection. The Village participation is \$550,000

It was moved by Trustee Baker and seconded by Trustee Springman to approve the State/Municipal agreement for N Green Bay Road. The motion carried 6-1 Trustees Baker, Booker, Cherry, Montgomery, Spencer Springman aye and Trustee Quirk nay

- L) Approve the Temporary Limited Easements (TLEs) at Badger Meter River Park (Tax Key 0279003) and former Glendale Clinic (Tax Key 0100151003) as part of the WisDOT STH 57 Reconstruction (State Project ID No 2270-04-00/70)

As part of the WisDOT N. Green Bay Road/STH 57 reconstruction project two (2) Temporary Limited Easements (TLEs) or Construction Easements are needed by WisDOT from the Village.

It was moved by Trustee Springman and seconded by Trustee Spencer to approve the (TLEs) with the WisDOT. The motion carried unanimously

- M) Pre-Budget Presentation and Discussion of the 2021 Budget

This item was for discussion purposed only. No action was taken on this item

- V. Village President's Report
- VI. Committee Reports
- VII. Village Manager's Reports
- X. Adjournment

It was moved by Trustee Springman and seconded by Trustee Quirk to adjourn at 8:51 p.m. The motion carried unanimously.


Susan Hudson, Deputy Village Clerk

TENTATIVE AGREEMENT
Between the
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
BROWN DEER LOCAL
And
THE VILLAGE OF BROWN DEER
09/16/2020

- 1) **ARTICLE V-TERM:** Term of the agreement 1/1/2021 to 12/31/2022.
- 2) **ARTICLE VI-WAGES:** Wage Increase of 2% per year:

ANNUAL WAGES

<u>Patrol Officer</u>	<u>01/01/21</u>	<u>01/01/22</u>
	2.0%	2.0%
Starting Patrol	59,180.70	60,364.30
After Eighteen (18) Months	66,992.11	68,331.95
After Two (2) Years	73,072.48	74,533.93
After Three (3) Years	76,790.94	78,326.76
After Four (4) Years	80,507.38	82,117.52
<u>Sworn Desk Officers</u>		
Start	48,969.04	49,948.43
After Eighteen (18) Months	53,839.68	54,916.47
After Thirty-Six (36) Months	59,223.65	60,408.12

- 3) **ARTICLE VII-HOURS:** Delete the following:

These assignment positions will be for a minimum period of time not to be less than one (1) year, with the exception of the DARE Officer, who shall be assigned for a 17-week period, or for any other such period less than one (1) year which is deemed appropriate by the Chief of Police.

Add the following language:

"If an Officer in an assignment position is removed from that position mid calendar year, they will be reassigned to their first selected shift preference (Section 4 - Shift Selection) for the remainder of that calendar year. No other Officers' shift assignments will be changed or adjusted due to this reassignment. The Officer that was reassigned will retain all scheduled preapproved vacation days (Article IX - Vacations: Section 3 - Selection) and any regularly scheduled off-days attached to those preapproved vacation days."

4) ARTICLE VIII-ADDITIONAL PAY:

Section 3-Compensatory Time: Change language to reflect the following: "An employee may accumulated up to eighty five (85) hours (10 days) of overtime for use...." and "However, no employee may utilize more than a total of one hundred twenty eight (128) hours, of compensatory time in any calendar year."

5) ARTICLE XIII-SICK AND EMERGENCY LEAVE: Amend language-

"Employees must provide at least ~~thirty (30)~~ sixty (60) days advance notice to"

Agreement between the

VILLAGE OF BROWN DEER

and the

BROWN DEER
PROFESSIONAL POLICE ASSOCIATION
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION



TABLE OF CONTENTS

ARTICLE		PAGE
	AGREEMENT	3
I	RECOGNITION.....	3
II	MANAGEMENT RIGHTS.....	3
III	ASSOCIATION RIGHTS	4
IV	DUES DEDUCTION	5
V	TERM.....	6
VI	WAGES.....	6
VII	HOURS	6
VIII	ADDITIONAL PAY	8
IX	VACATIONS	11
X	HOLIDAYS.....	12
XI	INSURANCE	13
XII	DUTY INCURRED DISABILITY	15
XIII	SICK AND EMERGENCY LEAVE	16
XIV	PENSION	18
XV	JURY DUTY AND MILITARY LEAVE.....	18
XVI	MEDICAL EXAMINATIONS	18
XVII	CLOTHING ALLOWANCE	19
XVIII	BEREAVEMENT LEAVE OF ABSENCE.....	20
XIX	TRAINING.....	21
XX	GRIEVANCES AND GRIEVANCE PROCEDURE	21
XXI	RESIDENCE	23
XXII	DISCIPLINE	24
XXIII	MISCELLANEOUS.....	25
XXIV	SEPARATION BENEFITS	26
XXV	UNPAID LEAVES OF ABSENCE	30
XXVI	WORK STOPPAGES PROHIBITED.....	30
XXVII	EXTENT OF AGREEMENT AND INVALIDITY.....	30
	SIGNATURE PAGE.....	31

1 AGREEMENT

2 This Agreement is entered into by and between the Village of Brown Deer, Wisconsin,
3 hereinafter referred to as the "Village", and the Law Enforcement Employee Relations Division
4 of the Wisconsin Professional Police Association, hereinafter referred to as the "Association", for
5 and on behalf of its affiliate local, the Brown Deer Professional Police Association.

6
7 ARTICLE I - RECOGNITION

8 The Village hereby recognizes the Association as the exclusive bargaining agent for all
9 police officers below the rank of Sergeant, all sworn desk officers. As hereinafter used, the term
10 Employee is defined to mean police officers and sworn desk officers.

11
12 ARTICLE II - MANAGEMENT RIGHTS

13 The Village retains and reserves the sole right to manage its affairs in accordance with all
14 applicable laws, ordinances and regulations. Included in this responsibility, but not limited
15 thereto, is the right:

- 16 A. To determine the kinds and numbers of services to be performed; and the number
17 of positions and classifications thereof to perform such services;
- 18 B. To establish qualifications, test, hire, promote, transfer and assign employees in
19 positions within the Village subject to existing practices and terms of this
20 agreement;
- 21 C. To suspend, demote, discharge, and take other disciplinary action against
22 employees, for just cause;
- 23 D. To layoff employees because of unavailability of work or lack of funds, by
24 seniority within classification (not rank);
- 25 E. To establish reasonable work rules and schedules of work relating to personnel,
26 policy, procedures and practices and matters relating to working conditions;
- 27 F. To maintain efficiency of operations by determining the method and means and
28 the personnel by which such operations are conducted;
- 29 G. To take whatever actions are reasonable and necessary to carry out the duties
30 imposed by law upon the Village, or to carry out the functions of the Village in
31 situations of emergency;

1 H. To introduce new or improved methods or facilities; to change existing methods
2 or facilities;

3 I. To subcontract or contract for goods or services, so long as there is no layoff or a
4 reduction in regularly scheduled work hours of any bargaining unit employee.

5 The Village reserves total discretion with respect to the function or mission of the various
6 departments and divisions, the budget, organization or technology of performing the work.
7 These rights shall not be abridged or modified except as specifically provided for by the terms of
8 this agreement.

9
10 ARTICLE III - ASSOCIATION RIGHTS

11 Section 1 - Bulletin Board: The Association may place a bulletin board for its notices
12 relating to Association business at a mutually agreeable location. Such bulletin board shall be
13 kept neat and orderly by the Association. No scurrilous, libelous, indecent or insulting material
14 may be displayed on such board.

15 Section 2 - Use of Village Rooms: With prior approval of the Chief of Police or his/her
16 designee, the Association may use the conference rooms in the police quarters for Association
17 meetings, provided they do not interfere with the normal functions of the Village.

18 Section 3 - Attendance of Officers at Meetings:

19 A. Subject to immediate recall to duty, not more than one (1) employee then on duty as
20 Officers of the Association or committee members may attend negotiating or grievance meetings
21 with the Village without loss of pay.

22 B. Subject to immediate recall to duty, employees on duty may attend posted Association
23 general meetings for a maximum length of thirty (30) minutes, provided that the meetings take
24 place within the Village Hall, with the exception that one (1) patrol officer as designated by the
25 Chief or his/her designee, must cover their duty assignment. Notice of such Association
26 meetings, which shall not exceed two (2) meetings per calendar year, must be provided to the
27 Chief at least two (2) weeks prior to the meetings.

28 Section 4 - Subpoenaed Officers: Officers who are subpoenaed by the Village/
29 Department to appear at grievance arbitration hearings, prohibited practice hearings, hearings
30 before the Police Commission, and any other type of administrative or Judicial hearing, shall
31 receive compensation for the time during which they are present at the hearing in order to

1 provide testimony. Effective January 1, 1998, employees subpoenaed on behalf of complainants,
2 grievants, employees being disciplined or other moving parties in actions against the Village/
3 Department shall not receive compensation for such testimony.

4
5 ARTICLE IV - DUES DEDUCTION

6 The Village agrees to deduct monthly dues in the amount certified by the Association
7 (WPPA/LEER) from the pay of employees who individually sign a dues deduction authorization
8 form where the Employee is knowingly and affirmatively consenting to the deduction of dues
9 from the employee's paycheck, including any Local Association dues which the employee has
10 authorized to be deducted in conjunction with the WPPA/LEER dues.

11
12 The Village shall deduct the dues amount each month for each employee requesting such
13 deduction, upon receipt of such form and shall remit the total of such deductions, with a list of
14 employees from whom such sums have been deducted, to the WPPA/LEER or Local Association
15 if applicable, in one lump sum not later than the 15th of each month.

16
17 Authorization of dues deduction by a member may be revoked upon notice in writing to the
18 Village, WPPA or to the Local Association and with the understanding that the deduction will
19 cease as reasonably as practical after receipt of written notice of revocation.

20
21 No employee shall be required to join the Association, but membership in the Association shall
22 be made available to all employees in the bargaining unit who apply consistently with the either
23 the WPPA or local Association Constitution and By-Laws. The Village agrees to notify the
24 WPPA office in Madison in writing of the name of any new hire into the bargaining unit. No
25 employee shall be denied membership because of race, creed, color, sex or other legally
26 protected class status.

27 It is expressly understood and agreed that WPPA/LEER will refund to the Village or the
28 employee involved any dues erroneously deducted by the Village and paid to WPPA/LEER
29 and/or the Local Association. WPPA/LEER shall indemnify and hold the Village harmless
30 against any and all third-party claims, demands, suits, order, judgments or any other forms of

1 liability against or incurred by the Village, including all costs of defense and attorney's fees,
2 which may arise out of Employer's compliance with this Article.

3
4 ARTICLE V – TERM

5 This Agreement shall be effective on January 1, 2019 and shall remain in full force and effect
6 until and including December 31, 2020. The amounts due because of retroactive application of
7 this Agreement shall be paid within forty-five (45) days of execution.

8
9 ARTICLE VI – WAGES

10 Officers shall be paid for services performed in accordance with the following schedule (The
11 schedule is prior to VEBA contributions as defined in Article XI, Section 6(b):

12 ANNUAL WAGES

13
14

<u>Patrol Officer</u>	<u>01/01/19</u>	<u>01/01/20</u>
	2.0%	2.0%
Starting Patrol	56,882.64	58,020.29
After Eighteen (18) Months	64,390.72	65,678.54
After Two (2) Years	70,234.99	71,639.69
After Three (3) Years	73,809.06	75,285.24
After Four (4) Years	77,381.18	78,928.80
<u>Sworn Desk Officers</u>		
Start	47,067.52	48,008.87
After Eighteen (18) Months	51,749.01	52,784.00
After Thirty-Six (36) Months	56,923.93	58,062.40

15
16 Salary (straight-time and overtime) shall be paid bi-weekly on a Thursday for the two (2)
17 week pay period ending on the Saturday prior to the payday and be paid by direct deposit to the
18 bank of record for the respective employee.

19 ARTICLE VII – HOURS

20 Section 1 - Normal Work Day: The normal work day for employees covered by this
21 agreement shall be eight and one-half (8.5) consecutive hours.

1 Section 2 - Work Cycle Defined: The normal work cycle for employees covered by this
2 agreement shall be a 4-2 cycle, four (4) days on followed by two (2) days off. The 4-2 cycle
3 shall be applicable to shift personnel to include patrol officers.

4 Section 3 - Assignment Positions: The Department will assign employees to various
5 assignment positions. These positions shall work a schedule of 5-2, 5-2, 4-3 work week, with the
6 work day consisting of eight and one-half (8.5) consecutive hours. These assignment positions
7 may include, but are not limited to, Investigator, DARE Officer, Youth Services, and other
8 special assignments as designated and determined by the Chief of Police. These assignment
9 positions will be for a minimum period of time not to be less than one (1) year, with the
10 exception of the DARE Officer, who shall be assigned for a 17-week period, or for any other
11 such period less than one (1) year which is deemed appropriate by the Chief of Police. The
12 specific officer assigned to these positions will be at the discretion of the Chief of Police for this
13 time period. The 4-3 work week within the above work cycle will be determined once for the
14 year by the Chief of Police. The three consecutive off days will be determined by the Chief or
15 his/her designee on January 1 of each year. This work schedule shall be in effect for the entire
16 year.

17 Sworn Desk Officers under this contract shall work a schedule of 5-2, 5-2, 4-3 work
18 weeks with the work day consisting of eight and one-half (8.5) consecutive hours.

19 Section 4 - Shift Selection: The regular shift assignments for employees shall be
20 determined once each year by the Chief of Police as follows: On October 15 of each year, each
21 employee shall indicate his shift preference in order, from first to last. The Chief of Police shall
22 thereupon make assignments of employees to the particular shifts. In making his decisions, he
23 shall take into consideration the needs of the department and the public, the capability and
24 qualifications of the employee, the employee's length of service in rank and his expressed shift
25 preference. The Chief of Police shall post the shift assignments for the ensuing year prior to
26 October 31 of each year and the schedule so posted shall take effect on January 1st of each
27 calendar year. The Chief of Police shall make his decisions and assignments in an equitable and
28 objective manner. If no shift preference is expressed, the Chief of Police shall make the
29 assignment he/she deems appropriate and such assignment shall be final.

30 No employee shall have his regular shift involuntarily rescheduled except as above, save
31 for emergencies, but only for the duration of the emergency as determined by the Chief of Police,

1 provided, however, that an employee's shift may be temporarily rescheduled for the purpose of
2 the training of that employee and/or any other employee(s). The duration of such a temporary
3 rescheduling of an employee's shift shall not exceed four (4) consecutive work days.

4 The above described procedure for shift assignments shall not, however, prohibit
5 temporary changes in assignment necessitated by injury, illness or absence due to vacation,
6 holiday, jury duty, bereavement leave, or compensatory time. When such temporary shifts in
7 assignments are made, as much prior notice shall be given as possible, and every reasonable
8 effort shall be made to avoid requiring an employee to work two (2) shifts within any twenty-
9 four (24) hour period.

10 Section 5 - Shift Trades: An employee may provide a substitute, by trade, for duty but
11 the substitute shall be in the same classification and sufficiently qualified. In any case,
12 substitution may only be made by forty-eight (48) hours prior notice to and with the approval of
13 the Chief of Police or his/her designee.

14 No employee may make a substitution when there is an outstanding obligation to repay.
15 The Village shall not be liable for any overtime pay or the recovery of any time for such
16 substitution. The Village shall be reimbursed for any overtime pay for which it shall be liable by
17 the failure of any of the trading employees to report in accordance with the trade by the
18 employee instituting the substitution. The Village is authorized to recover this amount by payroll
19 deduction.

20 Section 6. Posting of Schedule. The posting of the monthly Department work schedule
21 shall occur no later than the first day of the preceding month (i.e./July work schedule shall be
22 posted by June 1). The exception shall be for the month of January, for which the work schedule
23 shall be posted no later than December 15.

24 25 ARTICLE VIII - ADDITIONAL PAY

26 Section 1 - Overtime: Working time shall be recorded in intervals of one-quarter ($\frac{1}{4}$) hour.
27 Employees required to work in excess of the normal work day or work week shall be paid at the
28 rate of time and one-half ($1\frac{1}{2}$) for the excess.

29 The regular off days(s) of an employee attending training may be rescheduled by the
30 Chief of Police or his/her designee, without resulting in any overtime payment for such

1 rescheduling, for the purpose of having that employee attend a training program. Attendance at a
2 training program on such employee's regular off days(s) will be compensated at straight time.

3 Section 2 - Call-In-Pay: Employees recalled to police duty on off-days or after release
4 from their regular shift shall be paid overtime and in no case for less than two (2) hours, unless
5 the time is contiguous to their scheduled work shift. The Department reserves the right to assign
6 the employee to a full two (2) hours of work, under circumstances in which the employee is
7 called in pursuant to the terms of this section.

8 Section 3 - Compensatory Time: An employee may accumulate up to sixty eight (68)
9 hours (8 days) of overtime for use, at the rate of one and one -half (1½) hours for each hour of
10 overtime work as off time from his regular schedule. The election to so accumulate shall be
11 exercised in writing in advance. However, no employee may utilize more than a total of eighty
12 five (85) hours, ten (10) days, of compensatory time in any calendar year.

13 Compensatory off time shall be as selected by the employee as early as possible and shall
14 be subject to the approval of the Chief of Police or his/her designee. Such selection may be
15 canceled when another employee scheduled to work during the time selected does not report,
16 providing, however, that the employee who has made the selection may provide an acceptable
17 substitute to avoid the cancellation. In no instance shall the Village be liable for overtime
18 because of the selection of compensatory time off or a substitution by reason thereof.

19 However, compensatory time may be taken off on short notice, with the approval of the
20 shift commander, when it appears that the size of the force is sufficient to permit it. If such
21 approval is granted upon the assumption that a particular employee will report for duty and he, in
22 fact, does not report, such approval may be withdrawn even after the start of the work day, but
23 the employee so ordered to report shall not lose the time prior to his reporting to duty.

24 Any accumulated overtime unused at year end shall be discharged by payment in cash to
25 the employee at such time. Accumulated compensatory time remaining at the end of the year
26 shall be paid to employees on a separate check on the last pay day of the year. An employee
27 may also convert any accumulation at any time to payment on a regular pay day by at least five
28 (5) business days prior written notice.

29 For an officer to carry over compensatory time from one year to the next, the following
30 conditions must be met.

- 31
32 1. The officer has a vacation allotment of ten (10) days or less.

- 1 2. The officer may carry over a maximum of thirty four (34) hours of banked
2 compensatory time.
- 3 3. The compensatory time that is carried over shall only be used for time off during
4 the following year. At the end of the next year any unused/banked compensatory
5 time which had been carried over will be paid out as per the contract.
- 6 4. The request for carryover of unused compensatory time shall be submitted to the
7 Office of the Chief of Police on or before December 1.
- 8 5. Employees with a vacation allotment of more than ten (10) days may carry over
9 up to seventeen (17) hours of compensatory time from one year to the next.

10 Section 4 - Acting Shift Leader: In those cases where a supervisor is not on duty a patrol
11 officer shall be designated by the Chief of Police or his/her designee as acting shift leader. Such
12 acting shift leader shall be paid an additional six dollars (\$6) per hour for such hours during
13 which he/she serves as acting shift leader.

14 The Chief of Police or his/her designee shall create and maintain a list of police officers
15 qualified as acting shift leaders and shall post such list. Acting shift leaders shall be selected
16 from such list.

17 Section 5 - Distribution of Scheduled Overtime: Scheduled overtime shall be offered to
18 employees as equally as practical. In the event overtime is offered and not accepted, such offer
19 shall be counted in determining whether overtime is distributed equally.

20 Scheduled overtime is defined as overtime planned in advance and placed on the working
21 schedule. It does not include extensions of work hours, nor time involved in a particular
22 investigation.

23 Section 6 - Hourly Rate: For full-time employees, the hourly rate shall be determined by
24 division of the annual salary by 2068.

25 Section 7 - Training Travel Time: Employees attending schools, seminars, etc., outside
26 of Milwaukee and any of the adjacent counties at the direction of the employer, shall receive
27 compensatory time at a straight time rate for travel time in excess of the normal working hours.
28 Travel time compensation for out of state training shall be up to but not to exceed 17 hours. This
29 time is to be used /scheduled within the following 30 days or prior to the training period, with the
30 following exceptions where no travel time will be paid:

- 31 A. Travel, when any portion of the trip is done by air.

1 B. Travel, when the training is in Milwaukee or any of the adjacent counties.

2
3 C. The cost of meals shall not be paid or reimbursed by the Department for training
4 within Milwaukee County or any adjacent county.

5 Section 8 - Relief Shift: Officers assigned to a relief shift, as defined by the Chief in
6 Departmental Policy, shall receive an additional \$0.25 per hour.

7 Section 9 - FTO Compensation: Officers acting as FTO's shall receive two dollars
8 (\$2.00) per hour, additional salary for all hours in which the officer performs such duties.

9
10 ARTICLE IX - VACATIONS

11 Section 1 - Length of Vacations: Employees working part-time for less than 1040 hours
12 a year, shall earn vacation from the time they are employed based on year of employment
13 accrued at the rate of one-twelfth (1/12) of the earned vacation per month, in accordance with the
14 following schedule. However, no employee shall continue to accrue vacation while on an unpaid
15 leave of absence.

16 Section 2 - New Employees: An employee hired between 1/1 and 3/31 will receive 5
17 days of vacation to be used in the same calendar year. An employee hired between 4/1 and 6/30
18 will receive 3 days of vacation to be used in the same calendar year. An employee hired between
19 7/1 and 9/30 will receive 2 days to be used in the same calendar year. An employee hired on or
20 after 10/1 will receive vacation at the beginning of the following calendar year in accordance
21 with Year 1.

22 Beginning on January 1st of the next calendar year following the employee's anniversary date,
23 the new hire will be considered to be in Year 1 of employment with the Department for purposes
24 of the schedule below. Thus, on January 1st, the new hire will have 10 days of vacation to be
25 used that calendar year.

26
27 YEAR OF EMPLOYMENT

EARNED VACATION

28	Year 1 through Year 6	10 days per year
29	Year 7 through Year 14	15 days per year
30	Year 15	17 days per year
31	Year 16	18 days per year
32	Year 17 through Year 20	20 days per year
33	Year 21 through Year 25	25 days per year
34	Year 26 through Year 28	26 days per year.

1 employee's regular straight time rate of pay. When payment is selected, the payment shall be
2 with a separate check on the last pay day in November. If any employee selects payment in lieu
3 of Holidays, the Chief or his designee must be notified in writing on or before November 1 of the
4 year in question.

5 Section 2 - Engagement: Paid off-days in lieu of holidays shall be assigned by the Chief
6 of Police or his/her designee upon the request of employees. If the personnel available is
7 adequate in the view of the Chief of Police or his/her designee, the request shall be granted. If
8 requested prior to the duty schedule posting date (between the 10th and 15th day of the month) the
9 off day shall be entered on the work schedule for the subsequent month. If the request is made
10 after the posting date, and if the request is approved, the posted duty schedule shall be revised
11 accordingly. Requests shall be honored in the order of request but, if two (2) or more employees
12 on the same day request the same holiday, preference shall be given to the employee with the
13 greatest length of service in rank.

14 Notwithstanding any of the above, upon the occurrence of an emergency, off-days may
15 be canceled upon such notice as is feasible under the circumstances. Upon such cancellation,
16 employees shall receive a day's pay at the rate of time and one-half (1½) as compensation for the
17 canceled off-day.

18 ARTICLE XI - INSURANCE

19 Section 1 - Term Life Insurance: Term life insurance shall be made available to all
20 employees upon employment, and thereafter during January of each year. The Village shall pay
21 the full premium for term life insurance with coverage to the even thousand dollars exceeding
22 the current year's annual earnings, if such earnings are not an even multiple by one thousand
23 dollars. An employee electing to participate at a date after employment shall comply with the
24 insurers then existing requirements.

25 Section 2 - Hospitalization and Surgical Care:

26 (A) Employees, shall be provided with hospitalization and surgical care insurance in a
27 standard form issued by an insurer licensed in Wisconsin (conventional
28 insurance), with coverage, as selected by the employee, for a single person or
29 family. Employees shall be responsible for deductibles and co-insurance
30 designated by the plan under the above options.
31
32

1 Upon assuming the position, the employee shall be paid the scheduled salary appropriate for the
2 position and the disabled employee's length of service with the Village.

3
4 ARTICLE XIII - SICK AND EMERGENCY LEAVE

5 Section 1 - Sick Leave: All full-time police officers on a regular schedule for not less
6 than 1040 hours a year shall be entitled to receive full or prorated share of pay for those days
7 during which they are ill, subject to the following limitations and provisions:

- 8 A) Medical proof of illness for absence may be required at the discretion of the Chief
9 of Police or his/her designee. The Village agrees to pay the cost of such an
10 examination where the Village sends the employee to a doctor of the Village's
11 choice, and if there is any employee medical cost attached to the visit as a result
12 of the Village's health plan (deductible/co-pay provisions).
- 13 B) Annual sick leave shall be granted up to, and including, twelve (12) days per year;
14 however, no sick leave shall be granted prior to the completion of ninety (90)
15 days of service to the Village. Sick leave shall accrue at the rate of one-twelfth
16 (1/12) of said annual sick leave per month of service to the Village after these
17 ninety (90) days.
- 18 C) Maximum accrued sick leave which may be carried is one-hundred twenty (120)
19 days.
- 20 D) Additional sick leave, in emergency conditions, may be advanced by the Village
21 Manager. Such amounts advanced by the Village Manager shall be paid back by
22 the employee, when he/she has accrued sufficient sick leave to permit such days
23 advanced to be paid back.
- 24 E) All employees taking sick leave must call in, or have a call placed, informing their
25 superior that they are sick, the nature of the illness, and the anticipated date of
26 return. Such call shall be made as soon as reasonably possible and, if possible, at
27 least two (2) hours prior to the commencement of the shift.
- 28 F) The sick leave pay allowance may be used by the employee absent from duty
29 because of the unexpected and serious illness or injury to members of his family
30 living in the same household. Such use shall not be permitted beyond the period
31 reasonably required by the officer to make appropriate arrangements.

1 G) Employees who have reached the maximum accumulation of sick leave shall
2 receive the following benefit as a sick leave incentive plan:

3 If the employee uses no sick leave within the 6-month period of January 1
4 to June 30, or July to December 31, the employee shall be granted one (1)
5 paid personal leave day, to be scheduled upon mutual agreement between
6 the Chief of Police or his/her designee and the employee in question. The
7 personal leave day earned under this section shall be taken within the
8 succeeding six (6) month period as defined above. The Village shall not
9 be liable for any overtime for such personal leave day.

10 Section 2 - Emergency Leave: Emergency leave may be granted at the discretion of the
11 Village Manager. Such emergency leave shall be charged against sick time.

12 Section 3 - Use of Sick Leave for Cosmetic & Elective Surgery: Sick leave pay shall not
13 be granted for cosmetic surgery or for elective surgery where the expected result will not
14 significantly improve function and where there is no likelihood that omission of the surgery will
15 result in worsening of function nor increased risk or disability. Sick leave pay shall likewise not
16 be granted for non-emergency extraction of teeth nor for bridge work unless it follows
17 emergency extraction.

18 Sick leave pay shall, however, be payable when cosmetic or elective surgery or non-
19 emergency extraction of teeth results in an unforeseen disability, to the extent that such disability
20 extends beyond that which is the normal consequences to the cosmetic or elective surgery or
21 emergency extraction.

22 Employees must provide at least thirty (30) days' advance notice to the Chief or his
23 designee prior to any elective or non-emergency surgery, so that scheduling of the surgery and
24 recuperation can be accomplished without disruption to the operations of the Department.

25 Section 4 - Extensive Use of Sick Leave: In the event an employee knows in advance
26 that extended sick leave benefits will be needed, he shall advise the Chief of Police or his/her
27 designee as soon as the need is known. Any employee who makes use of more than six (6)
28 absence "periods" (as defined in the Village of Brown Deer Employee Personnel Manual) with
29 pay in any twelve-month period may be required, at the Village's expense, to submit to a general
30 physical examination to determine his readiness and availability for duty.

1 appointment for the examination at a time when the police officer is off duty, the employee shall
2 be paid for the time devoted to the examination at the rate of time and one-half (1½).

3
4 ARTICLE XVII - CLOTHING ALLOWANCE

5 The Village of Brown Deer will possess the financial responsibility for the payment of all
6 items specified as initial issue and additional authorized items when the individual employee has
7 sufficient funds remaining within their authorized uniform allowance. Each full-time sworn
8 officer, upon completion of two (2) years of service, shall be entitled to an annual uniform
9 allowance of up to \$575.00 for sworn officers.

- 10 (A) The Chief of Police shall be responsible for the management of all payments,
11 issuance, repairs and replacement of those authorized items.
- 12 (B) The administration of the uniform allowance fund will be accomplished with the
13 Department maintaining a separate accounting ledger on an annual basis as to the
14 account as a whole, indicating the employee his/her position, the allowance, items
15 purchased, date paid, amount and balance in account.
- 16 (C) A separate equipment/uniform issue control roster will be maintained on a
17 continuing basis on each employee indicating all equipment and uniforms issued
18 or purchased from the uniform allowance funds.
- 19 (D) To be eligible for payment, each employee shall provide the Department with the
20 following:
- 21 (1) Proof of payment by the employee to vendor for uniform maintenance;
22 (2) An itemized invoice from a specific vendor for uniform replacement items
23 received;
- 24 (3) For the purpose of the uniform allowance section, a vendor includes the
25 provider of any item of the uniform and/or any commercial dry cleaner,
26 laundry, tailor, or any private person but not a member of the employee's
27 immediate family.
- 28 (E) Employees who retire or resign between January 1 and June 30 shall be entitled to
29 one-half of the annual contractual clothing allowance. Employees who retire
30 between July 1st and December 31st shall receive a pro-rata portion of one-half of
31 the annual clothing allowance. Any excess used by the employee prior to his/her

1 retirement or resignation may be debited against the employee's final payroll
2 check(s).

3 Employees who have completed eighteen (18) months of service may receive
4 reimbursement (subject to conditions [a] through [d]) for clothing and equipment purchased prior
5 to their completion of twenty four (24) months of service; such reimbursement shall be debited
6 against their first year of clothing allowance, which is to begin as of the employee's completion
7 of two (2) years of service.

8 Replacement of Damaged Clothing: When an employee sustains a loss of an article of
9 issued clothing or equipment in the course of duty and not the result of carelessness or
10 negligence by the employee, he shall be paid an additional amount equivalent to the loss of wear
11 resulting from such damage. Such amount shall be determined pro rata from an estimate of the
12 remaining useful life of the article had it not been damaged. An employee required to wear
13 civilian clothing on duty shall qualify for such payment, but the amount paid shall not exceed the
14 price of the issued uniform counter part as determined by the Chief of Police or his/her designee.
15 The application for the additional payment shall be in the form of a written and sworn statement.
16

17 ARTICLE XVIII - BEREAVEMENT LEAVE OF ABSENCE

18 Section 1 - Bereavement leave of three (3) consecutive days, with pay for normal duty
19 days, for close relatives such as parents (both sides), wife, husband, children, brother or sister,
20 brother-in-law, sister-in-law, grandparents of the officer or spouse, and grandchild shall be
21 granted. Such bereavement leave shall be deducted from accumulated sick leave for all leave
22 which exceeds three (3) days per calendar year. The length of absence for bereavement up to a
23 three (3) day maximum will depend upon the distance of travel and shall be granted at the
24 discretion of the Police Chief or the Village Manager. Employees shall be granted a total of one
25 (1) additional day a year to be charged against the sick leave allowance either to act as a
26 pallbearer or to attend the funeral of a relative not within the above definition.

27 Section 2 - At the discretion of the Chief of Police, employees requesting bereavement
28 leave may be required to provide proof of death in the form of a death notice, death certificate,
29 statement from the undertaker, or any other appropriate documentation.
30

1 ARTICLE XIX - TRAINING

2 Each employee shall be required to attend training sessions as scheduled by the Chief of
3 Police or his/her designee providing, however, that no employee shall be required to attend
4 training sessions during his/her vacation, or on a day selected in lieu of a holiday. No employee
5 shall be required to attend training sessions on any off days which are attached to pre-approved
6 vacation selected during the annual November vacation picks, unless deemed necessary by the
7 Chief or his/her designee.

8 Notice of training sessions shall be given by posting thirty (30) days in advance, if
9 possible, providing that shorter notice may be given if the Village has less than 30 days' notice of
10 the training.

11 Posting of training or requests for an employee to attend a training session with less than
12 30 days' notice requires the full recognition and preservation of all employees' requested and
13 scheduled regular off days, vacations, holidays, comp days and shift trades.

14 Probationary employees will assume all traveling expenses to training schools or
15 academies.

16
17 ARTICLE XX - GRIEVANCES AND GRIEVANCE PROCEDURE

18 Section 1 - Definition of Grievant: A "grievant" may be an individual employee, a group
19 of employees or the collective bargaining representative. However, the collective bargaining
20 representative may be a "grievant" only if the individual employees alleged to be affected by said
21 grievance are named on the face of the grievance.

22 Section 2 - Definition of Grievance: A "grievance" is defined as a claim based upon an
23 event or condition concerning the interpretation, meaning or application of this Agreement. A
24 grievance does not include any type of complaint by an employee, or employees, or by the
25 collective bargaining representative respecting any disciplinary action.

26 Section 3 - Grievance Procedure: Grievances shall be processed in the following manner:

27 Step 1: The employee and/or a representative of the Association shall take the
28 grievance up in writing with the employee's Shift Commander within ten
29 (10) days of the grievant's knowledge of the occurrence of the event
30 causing the grievance. The Shift Commander shall attempt to make a

1 mutually satisfactory adjustment in writing and, in any event, shall be
2 required to give an answer in writing within five (5) days.

3 Step 2: The Grievance shall be considered settled in Step 1 unless, within five (5)
4 days after the Shift Commander's answer is due, the grievance is presented
5 to the Division Commander. The Division Commander shall respond to
6 the grievance in writing, within five (5) days.

7 (Step 1 and Step 2 of the grievance procedure may be bypassed by mutual
8 consent of the parties. In such instances, the grievance shall be submitted
9 on the next higher step within the ten (10) day limit of knowledge or
10 occurrence detailed in Step 1.)

11 Step 3: The grievance shall be considered settled in Step 2 unless, within five (5)
12 days from the date of the Division Commander's written answer or last
13 date due, the grievance is presented, in writing, to the Chief of Police. The
14 Chief of Police shall respond in writing to the Association representative
15 or employee within ten (10) days.

16 Step 4: The grievance shall be considered settled in Step 3 above unless, within
17 ten (10) days from the date of the Chief's written answer or last date due,
18 the grievance is presented, in writing, to the Village Manager. The Village
19 Manager shall respond in writing to the Association representative or
20 employee within ten (10) days.

21 NOTE: If the grievance is the type which raises the questions of just cause regarding
22 disciplinary action, then the Police Commission is substituted for the Village Manager in
23 this step.

24 The grievance shall be considered settled at Step 4 above unless within ten (10) days
25 from the Step 4 answer or the last date due the grievant or representative requests (with notice to
26 the Village) the Wisconsin Employment Relations Commission to submit a panel of five (5)
27 arbitrators. The parties shall alternately strike names from the panel until one remains. A coin
28 toss shall determine the party to strike first. The remaining arbitrator shall be notified of his/her
29 selection to hear the matter.

1 The arbitrator shall hold a hearing at a time and place convenient to the parties.
2 Following this hearing, the arbitrator shall issue a written award which shall be final and binding
3 on both parties.

4 The arbitrator shall not add to, nor subtract from, the express terms of this Agreement.

5 All expense involved in the arbitration, including transcript fees, if any, shall be borne
6 equally by the parties. However, depositions, attorney fees or any other similar expenses shall be
7 borne by the party incurring said expense(s).

8 All appeals of duly filed grievances not submitted by the grievant or his representative
9 within the time limits specified shall be termed abandoned grievances.

10 In the event that the employer fails to respond to a grievance within the specific time
11 limits within the grievance procedure, the grievance shall be considered to have automatically
12 moved to the next step in the grievance procedure.

13 The time limits referred to in this Article are exclusive of Saturdays, Sundays and
14 holidays recognized by this Agreement. Said time limits may be extended by mutual consent of
15 the parties.

16 Representative(s) chosen by the grievant may be present and participate at any step of the
17 grievance procedure.

18 19 ARTICLE XXI - RESIDENCE

20 All employees hired after August 6, 1990 shall reside within a twenty-two and one half
21 (22.5) mile radius of the Police Department Station. Such residency shall be established within
22 six (6) months after completion of the employee's probationary period as a Village employee.
23 The employee must adhere to this residency requirement during the time in which he/she is
24 employed by the Village as an employee of the Police Department.

25 26 ARTICLE XXII - DISCIPLINE

27 Discipline shall be administered pursuant to the Rules and Regulations and Section 62.13
28 (5) of the Wisconsin Statutes and in accordance with the following:

- 29 1. When a written accusation of misconduct meriting discipline has been made
30 against an employee, by someone other than a member of the department, before
31 any interview of the employee he/she shall be advised that he/she is under

1 suspicion and of the general nature of the charges. The interview of the suspected
2 employee shall be made at such time and place as is reasonable, under the
3 circumstances as determined by the Chief of Police or his/her designee. If the
4 employee has reason to believe that the accusation, if true, might result in a
5 criminal charge, the employee will be allowed the right to retain and consult
6 counsel.

7 2. Prior to the imposition of discipline, the employee shall be fully advised of the
8 nature of the accusation against him and of the provision of the rules and
9 regulations or of the law upon which the discipline is based.

10 3. An employee who has been disciplined, and discipline is defined to extend from a
11 reprimand on the one side to discharge on the other, may appeal from such
12 discipline by requesting in writing that a charge be filed against the employee by
13 the Chief of Police or his/her designee with the Police Commission pursuant to
14 Section 62.13 (5) Wisconsin Statutes and upon such request the Chief of Police or
15 his/her designee shall duly file such written charge and proceedings shall
16 thereafter be conducted pursuant to such Section. A copy of the charges filed
17 with the Commission shall be provided to the employee. If the Police
18 Commission does not accept jurisdiction of the charge, the reprimand may be
19 presented, in writing, to the Village Manager, along with any documentation
20 prepared in support of the charge by the Chief of Police or his/her designee. The
21 Village Manager shall, if the charged employee desires, meet with the employee
22 and a representative of his/her choice, in an informal setting to review the
23 discipline in question.

24 The Village Manager, following the meeting with the disciplined employee and
25 his/her representative, may select for the following alternatives:

- 26 1. He may sustain the reprimand in question, as issued.
- 27 2. He may overturn the reprimand in question.
- 28 3. He may modify the reprimand.
- 29 4. He may direct that the reprimand be removed from the personnel file of
30 the employee in question, after a time determined to be appropriate by the
31 Village Manager.

1 5. Any other solution or remedy that the Village Manager determines to be
2 appropriate under the circumstances.

3 The above shall be conducted pursuant to procedures established by the Village
4 Manager, in his sole discretion. However, the Village Manager's proceedings shall
5 not deny an employee the opportunity to present relevant documents, evidence or
6 witnesses at the meeting at the employee's own expense. The official record of the
7 proceedings shall be a transcript prepared by a court reporter. The cost of the
8 court reporter, and the cost of the transcript of the hearing shall be divided equally
9 between the village and the employee. An electronic recording of the hearing may
10 also be made by either the employee or the Village. However, the transcript
11 prepared by the court reporter shall be the official record of the meeting. The
12 decision of the Village Manager shall not be subjected to any appeal procedure
13 except when the Village Manager has directed that a written reprimand remain in
14 an employee's personnel file for more than three (3) years.

15
16 ARTICLE XXIII - MISCELLANEOUS

17 Section 1 - Stand-by Duty: Employees shall not be required to standby when off duty
18 awaiting a recall to duty.

19 Section 2 - Janitorial Duties: The Village shall not assign employees to perform
20 significant janitorial duties or maintenance repair work on a regular basis. This provision shall
21 not, however, prohibit occasional clean-up duties necessitated by the unexpected for the purpose
22 of keeping the station or vehicles neat and orderly nor prohibit vehicular maintenance of the
23 nature of replacement of bulbs, windshield wipers, vacuuming of the interior, trips to car washes.

24 Section 3 - Probationary Period: All employees of the Police Department,
25 including Patrol Officers and Sworn Desk Officers shall be on probation for eighteen (18)
26 months following the date of employment in the position. Sworn Desk Officers who become
27 Patrol Officers shall serve a twelve (12) month probation period, in the event the Desk Officer
28 has previously completed his/her eighteen (18) month probation period as a Desk Officer.
29 During such probationary period, employment may be terminated by the Village without
30 recourse by either the terminated employee or the Association to the grievance procedure.

1 Section 4 - Resignation: Employees must provide thirty (30) days' advance notice of
2 resignation. Such notice shall be provided to the Village Manager and to the Chief of Police.
3 Employees who fail to provide thirty (30) days' notice shall not be eligible for any separation
4 benefit, and shall, in addition, be liable to the Village for \$500 in liquidated damages, which
5 shall be deducted from the final paycheck or paychecks of the employee.

6
7 ARTICLE XXIV - SEPARATION BENEFITS

8 Section 1 - Separation From Employment - Other Than Retirement or Death: When
9 separation from employment with the Village, other than by death, or retirement under the
10 provisions of the Wisconsin Retirement Plan, the following benefits shall accrue to the separated
11 employee who has completed his/her probationary period:

12 (A) Vacation. All vacation accrued but not used from the preceding year, and that
13 which is accrued but not used in the year during which separation occurs, shall be
14 included in a single payment at the time of such separation. The entitlement shall
15 be that portion of the allowance based upon length of service as the number of full
16 months worked after the anniversary is to twelve.

17 (B) Holidays. All holidays earned but not used during the year of separation shall be
18 included in a single payment at the time of such separation. All holidays used but
19 unearned during the year of separation shall be deducted from monies due the
20 employee. The number of holidays earned shall be determined on the basis of the
21 proportion of the calendar year that the employee worked and not on when the
22 holidays occur.

23 (C) Sick Leave. Accrued and unused sick leave will be paid by a single check,
24 providing the employee has been employed by the Village for the equivalent of
25 fifteen (15) full years up to a maximum of seventy-five days of accrued sick
26 leave.

27 For employees hired on or after January 1, 2010, a maximum of ten (10)
28 days of accrued sick leave will be paid.

29 (D) Deferred Compensation. An employee shall have the right, if the employee so
30 elects, to transfer any payments due him for vacation, holiday, compensatory
31 time, or sick leave to a deferred compensation account at a financial organization

1 designated by the Village, providing transfer is in compliance with Federal
2 limitation for tax deference.

3 Section 2 - Separation From Employment - Retirement or Death: Upon separation from
4 employment with the Village, by retirement under the provisions of the Wisconsin Retirement
5 Plan, or upon the death of the employee, the following benefits shall accrue to the separated
6 employee or his/her spouse or estate:

7 (A) Vacation. All vacation accrued but not used from the preceding year and that
8 which is accrued but not used in the year during which separation occurs may, at
9 the employee's option, be included in a single payment at the time of such
10 separation; or be paid out in succeeding normal pay periods, until such funds are
11 exhausted. The entitlement earned shall be that portion of the entitlement based
12 upon length of service as the number of full months worked after the anniversary
13 is to twelve.

14 (B) Holidays. All holidays earned but not used during the year of separation may, at
15 the employee's option, be included in a single payment at the time of such
16 separation, or be paid out in succeeding normal pay periods, until such funds are
17 exhausted. All holidays used but unearned during the year of separation shall be
18 deducted from monies due the employee. The entitlement earned shall be that
19 portion of eleven that the number of months worked in the calendar year is to
20 twelve.

21 (C) Sick Leave. Eligible employees shall be provided with a maximum of one
22 hundred twenty (120) days of unused accumulated sick leave, by the Village to be
23 deposited into the employee's VEBA account for the payment of post-retirement
24 hospitalization and surgical care premiums, if the retiree has been employed by
25 the Village for the equivalent of twenty (20) full years of service to the Village.
26 For employees hired on or after January 1, 2012, there shall be no payment of
27 accumulated sick leave upon retirement. For such employees the Village shall
28 contribute, if the employee has five (5) years of service to the Village as a sworn
29 police officer, all sick leave over sixty (60) days into the employee's VEBA
30 account. Such contribution shall be made upon the employee's annual
31 anniversary date. If the eligible employee leaves the employment of the Village

1 prior to his/her anniversary date, the amount which is to be deposited into the
2 VEBA account shall be prorated based upon the portion of the year which the
3 employee has worked. In addition, employees hired on or after January 1, 2012
4 who have five (5) years of service to the Village as a sworn police officer shall
5 have one (1) day of wages contributed annually to the employee's VEBA account.

6 (D) Use of Benefits for Payment of Health Premium. At the election of the employee,
7 any vacation or holidays may be applied to the payment of hospitalization and
8 surgical care premiums until all such funds are exhausted. Upon such election,
9 these funds shall be retained in escrow by the Village until paid out and any
10 interest earned shall accrue to the Village. Any amount unexpended for this
11 purpose shall be paid to the employee, his spouse, or his estate.

12 (E) Health Insurance for Retirees. Up until the age of 52 years old, retired employees
13 shall be permitted to retain health insurance coverage at their sole expense. The
14 retired employee shall make monthly payments of premium due to the Village
15 Treasurer. Failure to make such payments shall result in termination of coverage.
16 An employee who retires after at least twenty-five (25) years of service to the
17 Village shall be eligible for the regular health insurance coverage provided by the
18 Village, with the Village paying \$400 per month for family coverage and \$200 for
19 single at the time the employee retires (effective January 1, 2007, \$500 per month
20 for family and \$250 for single). The Employee will be responsible for any
21 increase in the premium. For employees who retire after at least twenty-five (25)
22 years of service and do not elect to take the health insurance offered by the
23 Village, the Village will contribute \$300 per month for family coverage and \$150
24 per month for single coverage into the VEBA account (effective January 1, 2007).
25 This provision will take effect when the employee reaches 52 years of age and
26 will remain in effect until the employee becomes eligible for Medicare, or ten (10)
27 years have elapsed since the date of retirement, or whichever comes first.
28 Retirees shall receive the same benefits as are provided to active employees,
29 including any benefit change which may occur subsequent to an employee's
30 retirement.

1 However, for employees hired on or after 1/1/17, if a retired employee is 55 years
2 of age or more (age 50 or more for the protective service category as defined by
3 WRS) and has twenty (20) years of service or more with the Village, the Village
4 shall pay \$150.00 per month toward the single premium and \$300.00 per month
5 toward the family premium until the retiree is eligible for Medicare or becomes
6 eligible for health insurance coverage by reason of the employment of the retiree
7 or retiree's spouse.

8 (F) Distribution of Escrow Funds. Upon the death of a retired employee, any earned
9 and unused vacation or holiday pay in the custody of the Village shall be paid to
10 the spouse or estate of the deceased employee in a single payment.

11 Section 3 - Date of Separation: The last day worked by an employee shall be considered
12 the date of separation for that employee.

13 Section 4 - Determination of Vacation Accrual During the Year of Separation: If, on the
14 date of separation, an employee has unused vacation earned in the prior year, this unused
15 vacation time shall be considered when determining the amount of vacation earned during the
16 year in which separation occurs. However, additional vacation time shall not accrue on vacation
17 earned during the year in which separation occurs and which is taken after the date of separation.

18 Section 5 - Tax Computation and Deductions From Lump Sum Pay-outs of Vacation,
19 Holiday and Sick Leave Benefits:

20 (A) All wages paid in Sections 1 through 4 are considered taxable income and subject
21 to any applicable taxes (federal, state, FICA).

22 (B) Taxes for lump sum payouts will be calculated at a rate utilizing a bi-weekly
23 payment plan methodology.

24 Section 6 - Advance Notice of Retirement: Employees shall provide the Village Manager
25 and the Chief of Police with six (6) months non-binding advance notice of intent to retire from
26 employment in the Village. Employees who fail to provide sixty (60) days' notice, as provided
27 here, shall not be eligible for any of the separation in benefits which are provided pursuant to
28 Article XXIV of this Agreement.

29

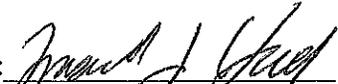
SIGNATURE PAGE

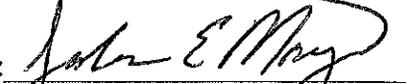
IN WITNESS WHEREOF, the parties referred to above have caused these premises to be duly executed the day and year first above written.

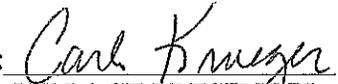
Dated this 18 day of December, 2018

VILLAGE OF BROWN DEER

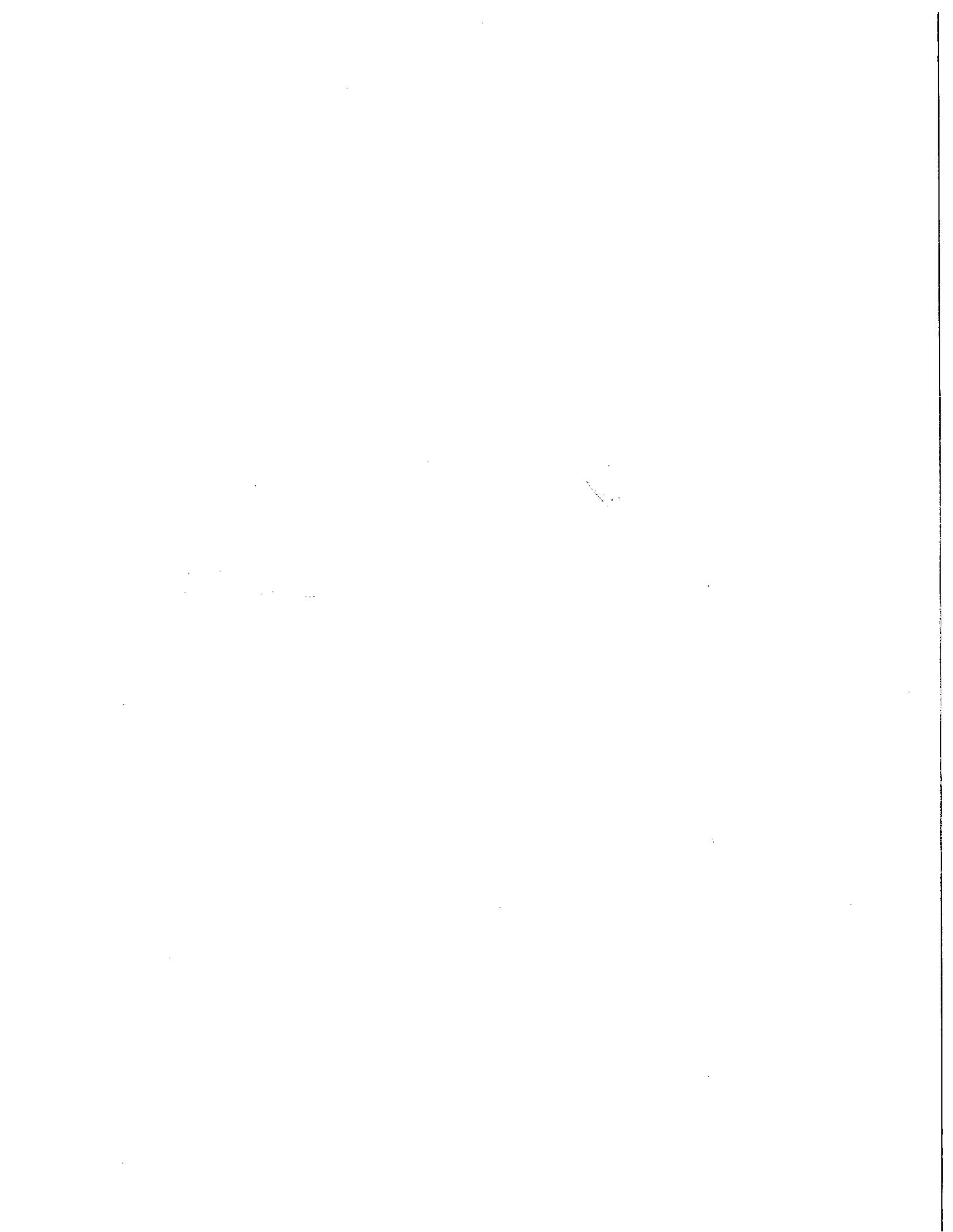
WISCONSIN PROFESSIONAL POLICE
ASSOCIATION - LAW ENFORCEMENT
EMPLOYEE RELATIONS DIVISION,
BROWN DEER LOCAL

BY: 
VILLAGE MANAGER

BY: 
PRESIDENT - LOCAL

BY: 
VILLAGE PRESIDENT

BY: 
WPPA LEER





REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Village Board
ITEM DESCRIPTION: Review and Approve a Resolution Releasing Developer Obligations at 9325 N. Green Bay Road
PREPARED BY: Nathaniel Piotrowski, Community Development Director
REPORT DATE: September 30, 2020

ANALYSIS:

The Learning Experience Day Care, currently under construction at 9325 N. Green Bay, identified an old development agreement that is still in place for the property. The old development agreement applied to the former Hearthside nursing home that was located on site. It is no longer applicable to the new project as a new development agreement is now in place. Attached is a resolution that would release the old development agreement and clear title for the day care.

RECOMMENDATION:

Staff recommends approval of the resolution to release the agreement. Please feel free to contact Nate Piotrowski at (414) 371-3061, if you have any questions.

Resolution Releasing Developer
Obligations

Resolution No. _____

1. **WHEREAS**, the Village Board has determined that it is in the public interest to release any developer obligations arising under a development agreement dated May 04, 1978 recorded with the Milwaukee County Register of Deeds on June 26, 1978 in Reel 1122 Image 185 to 189, which development agreement applies to and affects the premises then known as Certified Survey Map No. 693, part of the northeast ¼ of Section 2, T8N, R21E in the Village of Brown Deer, Milwaukee County Wisconsin TPN 010-0163; and

2. **WHEREAS**, the Village Board finds that such development agreement is obsolete, and that the area as hereinabove described in paragraph 1 has been conveyed, and redeveloped with the approval of the Village Board for uses other than as contemplated by such development agreement, all in the public interest, and in the interest of enhancing the tax base of the Village of Brown Deer; and

3. **WHEREAS**, such development agreement is deemed by the Village of Brown Deer Village Board to be inapplicable to the current and future use of the above described property;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Brown Deer that all agreements referenced in such development agreement, are hereby rescinded, and all current and future owners, developers, tenants, occupants, and users of the property described in paragraph 1, are forever released and discharged from any obligations under the development agreements as listed in paragraph 1 of this resolution;

BE IT FURTHER RESOLVED, that a copy of this resolution be recorded with the Register of Deeds for Milwaukee County.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer, this ____ day of _____, 2020.

Wanda Montgomery, Village President

Countersigned:

Jill Kenda-Lubetski, Village Clerk



Code Enforcement

The Goal of Code Enforcement

COMPLIANCE



How do you get compliance?

- The general public believe the answer to this question is very simple.
- A perceived code violation means the person must comply or the Village writes a ticket.
- A ticket doesn't solve the problem.
- In reality If you want to gain compliance you MUST consider what I call the "Human Factor".



What is the Human Factor?

- Personality issues
- Mental issues
- Financial issues
- Physical issues
- Family issues
- Neighbor issues
- Management issues
- Lack of control over issues



Typical code violations

- Abandoned and/or inoperable vehicles
- Long grass and weed violations
- Illegal signs, such as advertising flyers and portable ground signs
- Housing maintenance issues
- Illegal dumping of garbage and debris
- Illegal dumping of oils and other hazardous materials into storm drains
- Overflowing garbage or other garbage problems
- Overgrown foliage blocking stop signs, impeding sight of driveways or making corners dangerous
- Parking regulations in residential neighborhoods - on-street parking and parking on lawns
- Zoning and occupancy issues



CODE

General Steps to Compliance

- Step 1: Receive Complaint
- Step 2: Investigation
- Step 3: Notification
- Step 4: Time
- Step 5: Reinspection
- 98% of legitimate complaints are satisfied
- What If compliance is not gained?
- Step 6: Non-Compliance / legal



Steps to Compliance

- Step 1: Receiving a complaint
- Once received a complaint is broken down into 4 different areas:
 1. Property Violation - Police Department
 2. Building Code - Building Inspector
 3. Development Agreement - Community Development
 4. Health and Safety - North Shore Health



Investigation

- Step 2: Investigation
- Not all complaints are valid violations.
- Step 3: Notification
- In all cases we need to make sure the owner understands and is aware of the code violation. This can take time to locate the owner depending on the violation.
- Step 4: Time
- This can take anywhere from 7 to 30 days depending on the violation, sometimes more.



Follow Up

- Step 5: Reinspection
- Did the person comply and if not why? Do they need more time or does the "Human Factor" come into play?
- Majority of complaints are solved immediately
- Very rarely do complaints require escalated action and require a municipal ticket.



Non-Compliance

Municipal citation - This is a very long process to go through the court and it doesn't guarantee compliance. This process can take a minimum of 6 months to get through the system just to see the judge for the first time. Depending on the violation you may need to deal with state or county laws which would increase the amount of time.





Committee/Board/Commission Reappointment Form

Thank you for your involvement with the Village of Brown Deer. To assist in processing your reappointment, please complete the top section of the form and sign. To offer additional comments, feel free to complete any other lines on the form. As you may recall, the Village President recommends all citizen appointments to the Village Board of Trustees for approval. Any information provided may further support your reappointment.

Name: (as you like to be addressed) Donna Zimmer

Address: 5491 W Fairy Chasm Road Phone No.: 414-840-3411

E-Mail: dbzimmer@aol.com Years as Brown Deer Resident: 41 years

What Village committee(s) are you currently serving on? 4th of July

Would you like to be re-appointed? (circle one) Yes No

Signature: Donna B. Zimmer Date: 9-22-2020

Applicant information is subject to public release under state law.

Optional additional information:

Why are you interested in serving with this particular group: I have served one term and

feel that I would like to see some of the changes we talked about implemented to improve upon our great 4th of July celebration.

Qualifications for serving on this group: while none of my paid positions would necessarily qualify me to be on this committee, I have always felt it important to volunteer in the community in which you live to give back in some way.

Other Community Involvement: member (multiple positions) of the Welcome Wagon Club of Brown Deer, board member (multiple positions) of the Muscular Dystrophy Association of Southeastern Wisconsin, current Election worker in BD, current BD Neighborhood Watch Sec/Treasurer, current Treasurer of ladies group at church since 2002, Regular Blood donor

Occupation / Employer: Retired

Family Details: Husband Allen (42 yrs) retired from USPS, older son deceased, 2nd son resident of BD, daughter - student at CUW, 3 grandchildren in BD schools

Leisure Activities / Hobbies: reading, crocheting, needlework, love spending time with family, enjoy theater productions



Dates: 10/5/2020

BOARD

STAFF

Referred residents to Nate regarding flooding in different neighborhoods in the Village.

MEETINGS

Attended the Joint Review Board and Appointed Chair of the Board

Appointed to the State Council on Health Equity by Governor Tony Evers. Attended the inaugural meeting on September 30, 2020

CONSTITUENTS

Helping residents to access the Village process for voting and identifying where they can drop off their ballots.

Addressing concern from a family as it related to possible sink hole on their property. Referred to Matthew and Michael.

EVENTS

Planning a Community Conversation on Race/Race relations – Facilitated by invited Facilitator (TBA)

Wanda Montgomery
Village of Brown Deer President

Village Manager Report – Village Board Meeting 10/5/20

- Signed up for CVMIC training – “Facing Bias”
- Met to discuss new API site budget
- Held department head meeting to discuss 2021 budget
- Attended the Joint Review Board to approve changes to TID #3 and TID #4
- Met with Craig Raddatz to discuss Original Village and tour new library
- Prepared Code Enforcement Presentation for Village Manager goals
- Attended Governor’s staff virtual meeting
- Attended introduction meeting of Milwaukee County OEM Director – Cassandra Libal
- Discussed future new library budget with library director
- Held 2021 pre-budget meeting with the public
- Attended CVMIC annual meeting
- Discussed the Farmers market and future changes
- Made staffing changes in the Clerk’s office
- Prepared and discussed transition plan after the retirement of Payroll and Benefits Coordinator.
- Talked with several residents about various issues
- Attended meeting with Northshore Managers to discuss various issues
- Finalized WPPA 2-year contract negotiations with Chief Kass
- Prepared village board agenda
- Meeting with DPW employees about 2021 budget
- Discussion with DPW Director about new fleet software and digitizing fleet inventory

6 Village Manager 2020 goals. Progress in red.

1. Investigate Digital Marketing Plan- by August 2020. The marketing plan could include:
 - a. Investigate video recording Village Board meetings
 - i. This has been completed.
 - b. Invest in website to improve ease of use-Update information provided
 - i. We have purchased CivicPlus Package to accomplish this goal.
 - c. Tracker/Text messages communication
 - i. We have purchased CivicPlus Package to accomplish this goal.
2. Implement Village Board orientation manual- having one on one meeting with new trustees and others as needed
 - i. Completed the manual
3. Review-Communicate the Comprehensive Plan hold public meeting(s) with village stakeholders by December 2020
 - i. Held a Plan Commission meeting on February 10th to discuss
 - ii. Held a Village Board meeting on February 17th to discuss
 - iii. Will hold a Plan Commission meeting on October 12th to discuss
 - iv. Added a CIP project budget \$25,000 to update the plan in 2021
4. Communicate committee membership to citizens by April 2020
 - i. This was posted on the website
5. Communicate information on Code enforcement and reporting procedures
 - i. Chief Kass reports every month on the code enforcement. Village Board meeting will have a presentation on October 5th.
6. Hold 2 Meet the Manager events (one at lunch time one right before a board meeting)
 - i. Held a Manager event on March 2nd
 - ii. Held a Manager event on October 1st



MANAGER REPORT

September 30, 2020

OPERATIONAL STATUS:

Due to the COVID-19 Pandemic the Department is still operating under its Pandemic Policing policy, however; we have relaxed restrictions and are resuming proactive enforcement strategies and scheduling traffic grants. Overall activity (calls for service and enforcement) has returned to pre-COVID-19 levels.

PERSONNEL:

The Sergeant promotional process is ongoing. A meeting with the Police Commission is being arranged for approval of the selected candidate(s).

The Department is participating in the North Shore Police In-Service training. Topics include:

- Legal Update
- Advanced Law Enforcement Response Training
- Defense and Arrest Tactics Update
- OWI Field Sobriety Testing
- Emergency Vehicle Operations and High-Risk Traffic Stops

NOTEWORTHY EVENTS:

Chief Kass and Village Manager Hall negotiated with the Brown Deer Professional Police Association and have come to a tentative agreement for 2021-2022.

Chief Kass met with other Milwaukee County Law Enforcement Executives and discussed policing issues facing the county, including more potential protests.

The Department has seen a dramatic increase in drug and gun seizures this year. So far, year to date, the Department has seized 46 guns and had 88 drug violations compared to 19 guns and 86 drug violations for all of 2019.

WEEKLY DEPARTMENTAL REPORT – PUBLIC WORKS

COMMITTEE: Village Manager/Board, Finance/Public Works, Traffic/Public Safety, Beautification

PREPARED BY: Matthew S. Maederer, PE, Director of Public Works/Village Engineer

REPORT DATE: October 1st, 2020

GENERAL: The DPW crew is working on a stockpile storage area at the Village owned outlot located in the NW quadrant of N. 55th Street and W. Beaver Creek Parkway. The crew is grading the area with stone and our asphalt contract will pave. Concrete block will be used to create formal bins and some landscaping berms will be created for screening the area. The DPW has used this location for excess mulch storage, trees, and spoils from water main breaks.

The Director is working on the State Municipal Agreements (SMAs) and the State Municipal Maintenance Agreements (SMMAs) for the two (2) WisDOT projects scheduled in 2021 and 2022, respectively. The STH 100 (W. Brown Deer Road) project is scheduled for 2021 and includes streetscaping elements (colored concrete at intersections and median plantings). The STH 57 reconstruction project is scheduled for 2022 and also includes streetscaping (colored concrete and median plantings) along with a stormwater facility located at the former Glendale Clinic.

The Director is working with the engineering consultant Ruckert-Mielke to develop a scope of services for the next phase of Beaver Creek streambank stabilization from N. 68th Street to N. 64th Street. The scope of services will be presented at the October Finance & Public Works Committee.

The Director is working with our street light maintenance contractor, Outdoor Lighting, on a 4-year contract renewal/extension to maintain the six (6) Village owned street lighting systems. The contract renewal will be presented at the October Finance & Public Works Committee.

The week of September 28th Fahrner Asphalt Sealers will be completing infrared asphalt patching around 20-total manholes throughout the Village. The DPW crew identified problematic manholes that would conflict with winter operations. The infrared asphalt patching ensures a smooth surface.

The week of September 21st the Village's concrete contractor was here working on various curb replacements, sidewalk replacements, etc. Concrete work occurred in the Brown Deer business park adjacent to catch basins that were repaired, the Original Village where a previous water main break was and on Maura/Silver Brook where a water main break occurred.

The week ending September 25th the Village's asphalt paving contractor, MJ Construction, was in the Village completing asphalt patching at various locations. Patching occurred in the Brown Deer business park adjacent to the catch basin repairs and at several water main break locations.

Work continues on W. Bradley Road between N. 60th Street and N. 51st Street. The project is joint with the City of Milwaukee. Milwaukee General Contractors is completing concrete curb, sidewalk, and ped ramp removals and replacements. The center concrete median on Bradley immediately east of 60th

Street will be completely removed. Payne & Dolan is scheduled for milling (2-inch depth) and asphalt paving during mid-October.

The Water Utility water main relay along N. Sherman Blvd (south of Bradley to Calumet) is ongoing. The Utility is replacing fire hydrants, directional drilling new water services, replacing valves and abandoning redundant mains.

The demolition of the old DPW building continues. The sewer and water utilities have been abandoned and the main building structure razed. Demolition and site-work will continue this fall. The F-Street project will add apartments at the property and will be complete by fall of 2021.

On Tuesday, September 29th the Director attending a conference call with MMSD and SEWRPC to discuss some revised Beaver Creek floodplain modeling and alternatives analysis due to the naturalization of Beaver Creek from Village Park to N. Green Bay Road. The naturalization (change from concrete) resulted in a change in the floodplain modeling results.

On Thursday, October 1st the Director attended a conference call with the F-Street Group and Rinka Architects to discuss site lighting as part of the old DPW development in the Original Village.

WINTER OPERATIONS: The Director and Operations Supervisor met with a rep from Roman Electric to go over some work needed to install a new calcium chloride 3-phase, 5-HP pump near the salt dome. The pump will be used to fill trucks with calcium chloride which is used for pre-wetting the road-salt. The calcium chloride tank is 6,000 gallons and was installed this summer.

The 2020-2021 salt bid was received by WisDOT. The Village ordered 1,000-tons if guaranteed fill salt for the season with 200-tons of salt on reserve. This season's price is \$73.32/ton (last season's price was \$72.59). DPW has a reserve of 900-tons in the dome currently. We use on average 1,000 tons of salt per season.

SANITARY SEWER: A pipe fracture was discovered on Cedarburg Road after a resident reported a sinkhole. The pipe will be CIPP lined and the sinkhole filled with slurry before asphalt paving.

The Director is working on the 2020 Cured In-Place Pipe (CIPP) lining project which will take place in the Bradley Estates subdivision later this fall. All the sewer mains will be lined, and some pipes are being analyzed for capacity. The bid opening is scheduled for October 28th and the work will occur throughout the winter ending in spring of 2021.

The Sanitary Sewer Technician is currently cleaning sewer lines in Basin No. 4003 (Donges Woods Subdivision) on Carlotta.

STORMWATER: The street sweeper is running every day during the fall months on the curb and gutter roadways as per the Village's stormwater MS4 permit with the WDNR along with Village owned parking lots and porous asphalt.

The DPW crew finished catch basin repairs in the Brown Deer Business Park along Deerwood Drive and Deerbrook Trail and some catch basins in the Meadowside subdivision.

BEAUTIFICATION/FORESTRY: The Village crews mowed grass at the DPW, Library, Bradley Road and Badger Meter River Park. The Village's grass mowing contractor, Fox Services, completed a full median mowing and weekly mowing at Village Hall, Fairy Chasm, and the Library.

STREETS & TRAFFIC: The Engineering Technician is working on the 2020 roadway re-paving program bidding documents and streets list along with estimating the public improvements in the Original Village as part of the F-Street development project at the old DPW site. Public improvements include, but are not limited to, sidewalk addition on N. 43rd Street and angle on-street parking addition along Deerwood Drive south of Larry's to Peabody's/Wade Weissman.

The DPW crew is filling potholes as time allows.

REFUSE AND RECYCLING: The Director submitted the annual recycling grant application to the WDNR. The Village receives approximately \$43,000 annually to help offset recycling services costs. The Village's annual recycling expenditures budget is approx. \$400,000. Recycling services include residential collection (contracted through Advanced Disposal) and the resident drop-off site located at the new DPW off of Arbon Drive. Revenue is generated through the annual \$80 recycling charge.

The DPW crew was out picking litter in the public right-of-way the week of September 21st ahead of the weekly grass mowing. Special attention was given to the main highways (i.e. Brown Deer Road, Green Bay Road, Teutonia, and Sherman).

The DPW crew services the new Recycling Center each morning. The crew condenses all the bins and removes the brush from the brush pile area. Advanced Disposal changes out/empties all the 20-yd containers each day.

PARKS & RECREATION: No Update.