REGULAR VILLAGE BOARD MEETING

AMENDED MEETING NOTICE AND AGENDA
(Amended in accordance with WI State Statute 19.84(3) to add items V-4 and V-5)

WHITEFISH BAY VILLAGE HALL
5300 North Marlborough Drive

Monday, March 16, 2020, 6:00 PM

I. Call to Order and Roll Call

II. Consent Agenda – Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration under General Business.

1. Minutes of the regular meeting held on February 17, 2020.
2. Minutes of the regular meeting held on March 2, 2020.
3. Claims for February, 2020.
4. Investment Report for February, 2020.
5. Temporary Class "B" Beer/"Class B" Wine License for the "Bay Day" event to be held on May 2nd (Applicant: WFB Civic Foundation).
6. Resolution No. 3070 Adopting the 2019 WPDES Storm Water Discharge Permit Annual Report.
7. Approval of Cost Sharing Agreement with the City of Glendale for the Lydell Avenue Reconstruction Project.
8. Referral of Ord. 1864 to the Plan Commission (pertaining to Conditional Uses in the Business District).
9. Referral of Ord. 1865 to the Plan Commission (pertaining to Conditional Use Procedure).

III. Report of Village Officers

1. Village Attorney
2. Village Manager
3. Village President
4. Miscellaneous Trustee

IV. Petitions and Communications – This is an opportunity for anyone to address the Village Board on any issue NOT on the current agenda. While the Board encourages input from residents of the Village, it may not discuss or act on any issue that is not duly noticed on the agenda.

V. General Business

1. COVID-19 update from North Shore Health Director Ann Christiansen.

2. Discussion/action on Ordinance No. 1863 to repeal and recreate Sections 13-65 through 13-78 of the Municipal Code with regard to Stormwater Management Regulations.

3. Discussion/action on Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention.

4. Discussion/action on Resolution No. 3071 Declaring a Public Health Emergency in the Village of Whitefish Bay.

5. Discussion/action regarding organizational impacts in response to COVID-19.

VI. Adjourn

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. Contact Village Hall at (414) 962-6690. It is possible that members of and possibly a quorum of members of other Boards, Commissions, or Committees of the Village including in particular the Plan Commission may be in attendance in the above stated meeting to gather information; no action will be taken by any other Boards, Commissions, or Committees of the Village except by the Board, Commission, or Committee noticed above. Agendas and minutes are available on the Village website (www.wfbvillage.org)

REGULAR VILLAGE BOARD MEETING

A regular meeting of the Board of Trustees of Whitefish Bay was held in the Board Room of Whitefish Bay Village Hall, 5300 North Marlborough Drive, February 17, 2020

Pursuant to law, written notice of this meeting was given to the press and posted on the public bulletin boards.

I. Call to Order and Roll Call

President Siegel called the meeting to order at 6:00 pm.

Present: Trustees Serebin, Buckley, Demet, Fuda (arrived at 6:03pm), Davis, Saunders and President Siegel

Also Present:
Village Manager Paul Boening
Village Attorney Chris Jaekels
Police Chief Michael Young
Police Lieutenant Patrick Whitaker
Assistant Village Manager Tim Blakeslee
Director of Public Works John Edlebeck
Director of Building Services Joel Oestreich
Deputy Clerk Caren Brustmann

II. Consent Agenda

It was moved by Trustee Serebin, seconded by Trustee Davis, and unanimously carried by the Village Board to approve the consent agenda as presented.

1. Claims for January, 2020.
2. Investment Report for January, 2020.

III. Report of Village Officers

1. **Village Attorney** – No report

2. **Village Manager**

Village Manager Paul Boening noted the Spring Primary is tomorrow, Tuesday the 18th. Deputy Clerk Caren Brustmann was recognized for her hard work during election periods.

3. **Village President** – No report
4. **Miscellaneous Trustees** – No reports

IV. Petitions and Communications - None

V. General Business

1. Discussion/action regarding overnight winter parking regulations.

Village Manager Paul Boening introduced the request topic to replace the current "zone system" with an alternate street side parking system during the winter months. The Public Works Committee also recommended the Village Board increase the allowable number of free nights from 15 to 25 per year. Lieutenant Whitaker was present to address any questions or concerns from the Board. Lt. Whitaker also provided a summary of the current overnight parking regulations, and the positive impact alternate side parking would have on Village residents.

PUBLIC COMMENT:

Robert Crawford, 5017 N. Palisades Rd.; Noted residents shouldn't have to carry items a far distance from their residence in the current regulations, and in his opinion, parking permits should be free of charge.

It was moved by Trustee Saunders, seconded by Trustee Buckley, and unanimously carried by the Village Board to direct staff to prepare an ordinance amendment to modify the Village's winter parking regulations and to direct staff to schedule a Public Hearing at a future meeting to solicit public input regarding a potential change.

2. Discussion/action regarding purchase of two rear loader trucks from MacQueen Equipment of Menomonee Falls, WI.

Director of Public Works John Edlebeck introduced the request to purchase 2 used rear packing trucks for weekly yard waste and leaf collection and how they will be funded.

It was moved by Trustee Serebin, seconded by Trustee Fuda, and unanimously carried by the Village Board to approve the purchase of 2 used rear packer trucks from MacQueen Equipment for an amount of $153,000.00 each and to install 2 cab conversions for passenger side low entry from Monroe Truck for an amount not to exceed $20,000.00 each, for a total used truck and cab purchase amount not to exceed $173,000.00 each.

3. Discussion/action regarding contract award for the 2020 Alley Reconstruction Project.

Director of Public Works John Edlebeck introduced the award needed to reconstruct the alley behind the 100 block of East Silver Spring Drive as part of the Rehabilitation Program. Mr. Edlebeck also shared the bid results that were submitted.

It was moved by Trustee Saunders, seconded by Trustee Serebin, and unanimously carried by the Village Board to award the 2020 Alley Reconstruction Project Contract to Forward Contractors for the submitted unit bid prices totaling $71,270.00.

4. The Board may convene into Closed Session pursuant to Wisconsin State Statute §19.85(1)(g) to confer 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 – specifically regarding an excessive assessment claim.

It was moved by Trustee Serebin, seconded by Trustee Buckley, and unanimously carried by the Village Board to convene into Closed Session pursuant to Wisconsin State Statute §19.85(1)(g) to confer 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 – specifically regarding an excessive assessment claim.

5. The Board may reconvene to open session. The Board reserves the right to take action on any topic discussed in closed session.

It was moved by Trustee Serebin, seconded by Trustee Saunders, and unanimously carried by the Village Board to reconvene into open session at 6:54pm.

a. It was moved by Trustee Fuda, seconded by Trustee Saunders, and unanimously carried by the Village Board to deny the claim for excessive assessment for Zaman Properties, LLC (Parcel ID 235-1360-000.

VI. Adjourn

There being no further business, it was moved by Trustee Fuda, seconded by Trustee Saunders, and unanimously carried by the Village Board to adjourn the meeting at 6:54pm.

Caren Brustmann
Deputy Clerk

REGULAR VILLAGE BOARD MEETING

A regular meeting of the Board of Trustees of Whitefish Bay was held in the Board Room of Whitefish Bay Village Hall, 5300 North Marlborough Drive, March 2, 2020

Pursuant to law, written notice of this meeting was given to the press and posted on the public bulletin boards.

I. Call to Order and Roll Call

President Siegel called the meeting to order at 6:00 pm.

Present: Trustees Serebin, Buckley, Demet, Davis, Saunders and President Siegel

Excused: Trustee Fuda

Also Present: Village Manager Paul Boening
Village Attorney Chris Jaekels
Assistant Village Manager Tim Blakeslee
Director of Public Works John Edlebeck
Director of Building Services Joel Oestreich
Deputy Clerk Caren Brustmann

II. Consent Agenda

It was moved by Trustee Demet, seconded by Trustee Saunders, and unanimously carried by the Village Board to approve the consent agenda as presented.

1. Minutes of the regular meeting held on February 3, 2020.
2. Temporary Beer/Wine License for a fish fry dinner at St. Monica Congregation on March 6, 2020.
3. Incentive Grant for Hayat Pharmacy, LLC (tenant space buildout).
4. Acceptance of a memorial bench donation from Monica MacKay for placement at Buckley Park.
5. Approval of request from Wisconsin DOT to acquire .01 acres of public right-of-way at the western border of Craig Counsell Park adjacent to Port Washington Road.

III. Report of Village Officers

1. Village Attorney

Village Attorney Chris Jaekels shared, in an effort to keep up with Legislation, a conditional use permit ordinance will be developed in the near future, which will need approval from the Plan Commission prior to placement on a Village Board agenda.

2. Village Manager

Village Manager Paul Boening noted the incentive grant for Hayat Pharmacy, LLC was approved, as representatives of the pharmacy were present.

3. **Village President** – No report
4. **Miscellaneous Trustees** – No reports

IV. Petitions and Communications

Tom Sherman, 4856 N. Santa Monica Blvd., sent email regarding lawn care and noise complaint resolutions to the Board.

V. General Business

1. **Discussion/action on Ordinance No. 1862 to amend Section 16-8 pertaining to garage size requirements.**

Village Manager Paul Boening shared the Village, upon request of a Village resident and Board Members, has been reviewing its current garage requirements specifically the provisions that mandate 2-car garages. The Board directed staff to draft an Ordinance to eliminate the Zoning Code language pertaining to minimum garage size requirements.

It was moved by Trustee Demet, seconded by Trustee Serebin, and unanimously carried by the Village Board to adopt Ordinance No. 1862 to amend Section 16-8 pertaining to garage size requirements.

2. **Discussion/action regarding Pilot Foundation Drain Disconnect (FDD) Program.**

Village Manager Paul Boening introduced the FDD Pilot Program recommended for approval by the Public Works Committee. The private property disconnection program would create disconnection of private property household foundation drains from the public sanitary sewer system, reducing clear water flows into the system. Director of Public Works John Edlebeck provided detail into the hold of all MMSD funded PPII private lateral lining during the calendar years of 2020 and 2021.

PUBLIC COMMENT:

Tom Sherman, 4856 N. Santa Monica Blvd.; Noted his garage flooded in the past and created a speed bump to improve the flooding.

Matthew Coleman, 4944 N Cumberland Blvd.; Inquired if this program would be contracted out or if the Village would receive a grant for sump pump installation.

It was moved by Trustee Buckley, seconded by Trustee Serebin, and unanimously carried by the Village Board to approve the proposed 2020 Village Foundation Drain Disconnect (FDD) Pilot Program and direct staff to submit a 2020 PPII Program Work Plan to MMSD for review and approval.

VI. Adjourn

There being no further business, it was moved by Trustee Saunders, seconded by Trustee Demet, and unanimously carried by the Village Board to adjourn the meeting at 6:35pm.

Caren Brustmann
Deputy Clerk

DRAFT

Bank Cking ASSOCIATED

Check Date	Check	Vendor Name	Amount	
02/07/2020	56840	ALSCO	342.72	
02/07/2020	56841	AMAZON CAPITAL SERVICES	129.83	
02/07/2020	56842	AMERICAN INDUSTRIAL MEDICAL	186.00	
02/07/2020	56843	ARMSTRONG CONSULTING GROUP INC	6,665.00	
02/07/2020	56844	AT&T	174.58	
02/07/2020	56845	AT&T MOBILITY	15.54	
02/07/2020	56846	BAKER & TAYLOR BOOKS	814.45	
02/07/2020	56847	BS&A SOFTWARE	12,050.00	
02/07/2020	56848	CARDMEMBER SERVICE	3,635.22	
02/07/2020	56849	CARRIE & DAVID OSSWALD	501.35	
02/07/2020	56850	CLARK DIETZ, INC	4,342.60	
02/07/2020	56851	CLIFTONLARSONALLEN LLP	11,299.99	
02/07/2020	56852	COAST TO COAST SOLUTIONS	137.98	
02/07/2020	56853	COMPASS MINERALS AMERICA INC	14,633.42	
02/07/2020	56854	CONFLUENCE GRAPHICS	12.00	
02/07/2020	56855	CORE & MAIN LP	172.00	
02/07/2020	56856	DANA CIANCIARUSO	4,800.00	
02/07/2020	56857	DIEDRICH ELECTRIC	383.25	
02/07/2020	56858	DIGGERS HOTLINE INC.	1,520.00	
02/07/2020	56859	DILLETT MECHANICAL SERVICE	2,817.00	
02/07/2020	56860	ELECTION SYSTEMS & SOFTWARE	144.34	
02/07/2020	56861	FIRST CHOICE TREE CARE	8,234.72	
02/07/2020	56862	GIBB BUILDING MAINTENANCE	2,256.00	
02/07/2020	56863	GRAEF	2,317.67	
02/07/2020	56864	HOLLY SATRAN	444.92	
02/07/2020	56865	HOME DEPOT CREDIT SERVICES	322.34	
02/07/2020	56866	IDEMIA IDENTITY & SECURITY USA LLC	426.00	
02/07/2020	56867	JACOBUS ENERGY	1,361.37	
02/07/2020	56868	JEFF & KRISTIN JOHNSON	1,327.12	
02/07/2020	56869	JOHN & ELLEN SCHAAF	267.88	
02/07/2020	56870	JULIE BOWLES	121.92	
02/07/2020	56871	KATIE KIEKHAEFER	98.21	
02/07/2020	56872	KJELL JOHANSEN	523.53	
02/07/2020	56873	LEADER TOWING	135.00	
02/07/2020	56874	LEXISNEXIS RISK SOLUTIONS	150.00	
02/07/2020	56875	LUCAS & HEIDI FURLONG	398.61	
02/07/2020	56876	MADACC	8.30	
02/07/2020	56877	MICHAEL VITUCCI	574.82	
02/07/2020	56878	MILWAUKEE COUNTY TREASURER	1,458.56	
02/07/2020	56879	MILWAUKEE DOOR SALES & SERVICE, LLC	850.00	
02/07/2020	56880	NEHER ELECTRIC SUPPLY, INC.	252.30	
02/07/2020	56881	NORTH SHORE WATER COMMISSION	37,297.12	
02/07/2020	56882	OFFICE TECHNOLOGY GROUP	196.28	
02/07/2020	56883	OUTDOOR LIGHTING CONST. CO., INC.	2,480.00	
02/07/2020	56884	PETER & JILL HOLBROOK	209.46	
02/07/2020	56885	PETER BRONEK	1,515.00	
02/07/2020	56886	RACINE COUNTY CLERK OF COURT	235.00	
02/07/2020	56887	RICHARD HARRINGTON	9.00	
02/07/2020	56888	SCHOOL DISTRICT OF WFB	171.57	
02/07/2020	56889	SEAN & KRISTINE DUNPHY	567.00	
02/07/2020	56890	SEAN BRUSKIEWICZ	37.73	
02/07/2020	56891	STATE OF WI-COURT FINES/SURCHARGES	3,325.03	
02/07/2020	56892	STEPHEN MOEN	912.00	
02/07/2020	56893	STREICHER'S	2,460.00	
02/07/2020	56894	TEODORA GUDRI	3,651.72	
02/07/2020	56895	TIME WARNER CABLE	2,005.37	
02/07/2020	56896	TIME WARNER CABLE	633.60	
02/07/2020	56897	TYLER TECHNOLOGIES, INC.	8,600.00	
02/07/2020	56898	U.S. CELLULAR	589.76	
02/07/2020	56899	VERIZON WIRELESS	808.53	
02/07/2020	56900	VILLAGE OF SHOREWOOD	15,778.92	
02/07/2020	56901	VIRGINIA ROSE	83.25	
02/07/2020	56902	W.C.T.C.	263.70	
02/07/2020	56903	WACHTEL TREE SCIENCE	2,915.00	
02/07/2020	56904	WELLS FARGO	139.44	
02/07/2020	56905	WESTHOFEN WORKS, INC.	1,005.00	
02/07/2020	56906	WEX BANK	3,603.44	V
02/07/2020	56907	WI DEPT OF JUSTICE	42.00	
02/07/2020	56908	WI MUNICIPAL JUDGES ASSOC	100.00	
02/07/2020	56909	WILLIAM & KELLY MERRILL	1,645.10	
02/07/2020	56910	WILLIAM HARRIS	1,072.89	
02/07/2020	56911	WISCONSIN SUPREME COURT	700.00	
02/07/2020	56912	WM RECYCLE AMERICA	7,535.93	
02/14/2020	56916	ALSCO	448.20	
02/14/2020	56917	ANDREW CHEVROLET	7.74	
02/14/2020	56918	ANYA PRENDERGAST	10.00	
02/14/2020	56919	ARTHUR & KATHRYN POST	10,212.49	
02/14/2020	56920	ASHLEY JOHNSON	100.00	

Check Date	Check	Vendor Name	Amount
02/14/2020	56921	AT&T	155.22
02/14/2020	56922	AUTOMATIC TRANSMISSION DESIGN	2,415.00
02/14/2020	56923	BADGER UNDERGROUND INC	115,589.00
02/14/2020	56924	BADGER UNDERGROUND INC	22,365.00
02/14/2020	56925	BATTERIES PLUS LLC	107.95
02/14/2020	56926	BIRCHWOOD	5,280.00
02/14/2020	56927	BLACKSTONE PUBLISHING	320.00
02/14/2020	56928	CARQUEST AUTO PARTS	494.26
02/14/2020	56929	CHICAGO TITLE COMPANY	425.00
02/14/2020	56930	CONFLUENCE GRAPHICS	16.00
02/14/2020	56931	COREY fUHRMAN & KSENIYA	784.69
02/14/2020	56932	DAILY REPORTER PUBLISHING CO.	107.45
02/14/2020	56933	DANIEL FITZGIBBONS	9.02
02/14/2020	56934	DEMCO	333.85
02/14/2020	56935	GREGORY & LAURA ROEHL	1,348.45
02/14/2020	56936	HANEEN H. ALI	122.60
02/14/2020	56937	HARTFORD POLICE DEPARTMENT	140.00
02/14/2020	56938	INTERGOVERNMENTAL COOPERATION MILW	350.00
02/14/2020	56939	JACOBUS ENERGY	1,096.42
02/14/2020	56940	JAMES & NANCY POMES	7,503.30
02/14/2020	56941	JOHN JANSSEN	1,000.00
02/14/2020	56942	MACQUEEN EQUIPMENT	11,143.39
02/14/2020	56943	MARK & CAITLIN KAEPPLER	192.06
02/14/2020	56944	METRO MUNICIPAL CLERK'S ASSOCIATION	17.00
02/14/2020	56945	MICHAEL A CARROLL	16.51
02/14/2020	56946	MID CITY PLUMBING	26,110.68
02/14/2020	56947	MILLER-BRADFORD & RISBERG, INC.	2,033.06
02/14/2020	56948	MILWAUKEE COUNTY FED. LIBRARY SYST.	5,040.00
02/14/2020	56949	MINNESOTA LIFE INSURANCE CO.	1,465.70
02/14/2020	56950	MUNICIPAL TREASURERS ASSN. OF WI	55.00
02/14/2020	56951	NAPA	12.87
02/14/2020	56952	NORTH SHORE WATER COMMISSION	1,669.45
02/14/2020	56953	OFFICE COPYING EQUIPMENT	167.05
02/14/2020	56954	OSCAR GREGG	100.00
02/14/2020	56955	PAL CORPORATION	3,694.25
02/14/2020	56956	PATRICK & MANDY SEVERSON	151.11
02/14/2020	56957	POM INCORPORATED	500.40
02/14/2020	56958	PUBLIC SERVICE COMMISSION OF WI	870.73
02/14/2020	56959	RCLRC	50.00
02/14/2020	56960	REVERE ELECTRIC SUPPLY CO	935.53
02/14/2020	56961	SAMUEL OLSON & HEIDI GEMPELER	35.11
02/14/2020	56962	SIDECAR PUBLICATIONS, LLC	348.00
02/14/2020	56963	SILVER SPRING AUTOMOTIVE , INC.	124.51
02/14/2020	56964	SMART INTERACTIVE MEDIA, LLC	250.00
02/14/2020	56965	SNAP-ON TOOLS	229.99
02/14/2020	56966	STAPLES ADVANTAGE	54.50
02/14/2020	56967	TASC	785.98
02/14/2020	56968	THERESA HOGE	20.70
02/14/2020	56969	WEA INSURANCE TRUST	104,820.73
02/14/2020	56970	WESTHOFEN WORKS, INC.	691.25
02/14/2020	56971	WEX BANK	3,549.98
02/14/2020	56972	WI DEPARTMENT OF TRANSPORTATION	13,584.34
02/21/2020	56973	ADANNA AMANZE	749.36
02/21/2020	56974	ADVANCED DISPOSAL SERVICES	3,059.06
02/21/2020	56975	ALLISON FANTETTI	52.93
02/21/2020	56976	AMAZON CAPITAL SERVICES	29.00
02/21/2020	56977	BADGER UNDERGROUND INC	7,559.00
02/21/2020	56978	BLACKSTONE PUBLISHING	110.54
02/21/2020	56979	BRADLEY JAMES TETZLAFF	117.48
02/21/2020	56980	BRAKE & EQUIPMENT CO.	620.08
02/21/2020	56981	BRIAN & MICHELLE PLEMEL	5,262.06
02/21/2020	56982	CALIBRE PRESS	169.00
02/21/2020	56983	CHARLES & AMANDA BORK	939.66
02/21/2020	56984	CUMBERLAND SERVICENTER, INC.	418.77
02/21/2020	56985	DANIEL & WENDY GODDEN	50.41
02/21/2020	56986	DELTA DENTAL OF WISCONSIN	6,002.52
02/21/2020	56987	FIRST CHOICE TREE CARE	8,393.08
02/21/2020	56988	GALE	177.40
02/21/2020	56989	GENE BRITTAIN & MERIKE MILL	6,818.83
02/21/2020	56990	GRAHAM & KAREN MASSETTI MORAN	227.23
02/21/2020	56991	HERSLOF OPTICAL CO., INC.	226.00
02/21/2020	56992	JACOBUS ENERGY	1,440.75
02/21/2020	56993	JACQUELINE DARR	592.66
02/21/2020	56994	JEAN CALIFANO & KRISTEN HOLLAND	636.94
02/21/2020	56995	JONATHAN ARNOLD	418.58
02/21/2020	56996	JOSEPH & DIANE ZENI	232.77
02/21/2020	56997	KEVIN & ANDREA KENEALEY	1,542.05
02/21/2020	56998	KEVIN & CASSANDRA MC CAULEY	796.32
02/21/2020	56999	LISA KUZNICKI TRUST	397.58
02/21/2020	57000	MARK & MARCELLA WEBER	120.99
02/21/2020	57001	MTAW	100.00

Check Date	Check	Vendor Name	Amount
02/21/2020	57002	NATHANIEL & ALLISON ROTH	82.04
02/21/2020	57003	NICOLE GARRETT	39.95
02/21/2020	57004	ORANGEBOY, INC	4,500.00
02/21/2020	57005	OTIS ELEVATOR COMPANY	5,513.00
02/21/2020	57006	PHILIP & EILEEN GEYGAN	145.29
02/21/2020	57007	ROBERT JR & ISONO BRADY	415.16
02/21/2020	57008	SALVATORE & KATHRYN AMATO	898.55
02/21/2020	57009	SNAP-ON TOOLS	735.89
02/21/2020	57010	TAPCO	131.00
02/21/2020	57011	THE OSTHOFF RESORT	164.00
02/21/2020	57012	THE SIGMA GROUP, INC	1,215.00
02/21/2020	57013	TIMOTHY & CATHERINE MATTKE	185.00
02/21/2020	57014	TODD & SANDRA SHUNNESON	292.80
02/21/2020	57015	VIDEO BREAD	105.00
02/21/2020	57016	VILLAGE ACE HARDWARE	17.91
02/21/2020	57017	VILLAGE OF BROWN DEER	20,039.50
02/21/2020	57018	VILLAGE OUTDOOR LIVING	36.75
02/21/2020	57019	WESTHOFEN WORKS, INC.	156.00
02/21/2020	57020	WIL-KIL PEST CONTROL	55.25
02/28/2020	57024	ADAM WARSH	120.00
02/28/2020	57025	AFLAC	460.72
02/28/2020	57026	AMAZON CAPITAL SERVICES	78.94
02/28/2020	57027	ANTHONY MARINETTI & KARI BLOHM	176.74
02/28/2020	57028	ASSOCIATED TRUST COMPANY	475.00
02/28/2020	57029	AT&T	88.86
02/28/2020	57030	BEAR GRAPHICS	620.74
02/28/2020	57031	BRAKE & EQUIPMENT CO.	56.58
02/28/2020	57032	BRIAN & DEBORAH GRAYESKI	26.05
02/28/2020	57033	CLARK DIETZ, INC	7,665.00
02/28/2020	57034	CONCENTRA HEALTH SERVICES	185.00
02/28/2020	57035	CORE & MAIN LP	5,300.00
02/28/2020	57036	CVS PHARMACY CORPORATE	318.00
02/28/2020	57037	DALE DACZYK	30.00
02/28/2020	57038	DANIEL COURTIER	90.00
02/28/2020	57039	DANIEL MARKEY	145.00
02/28/2020	57040	DAVID HRYNIEWICKI	90.00
02/28/2020	57041	DAVIS & KUELTHAU, S.C.	772.00
02/28/2020	57042	DON NARDI	60.00
02/28/2020	57043	EDDIE GAMEZ JR	210.00
02/28/2020	57044	EDLO AUTO TRIM	315.00
02/28/2020	57045	ELECTION SYSTEMS & SOFTWARE	56.23
02/28/2020	57046	ERIN GRANSTROM	360.00
02/28/2020	57047	GORDON FLESCH COMPANY INC.	469.00
02/28/2020	57048	GRAEF	2,358.75
02/28/2020	57049	GRAINGER	185.40
02/28/2020	57050	GREATAMERICA FINANCIAL SVCS	93.00
02/28/2020	57051	IDEAL PROPERTY MANAGEMENT	1,000.00
02/28/2020	57052	INA MARGULIS	60.00
02/28/2020	57053	JAY BRUSTMANN	30.00
02/28/2020	57054	JESSE BARKOW	30.00
02/28/2020	57055	JULIE LAUDON	271.61
02/28/2020	57056	KEVIN KAEGI	30.00
02/28/2020	57057	LAKESIDE INTERNATIONAL TRUCK	120.62
02/28/2020	57058	LARRY ROSCOE	113.28
02/28/2020	57059	LAURA & PHILIP KOSKI	2.00
02/28/2020	57060	LAWRENCE & JUNKO ABBOTT	1,001.19
02/28/2020	57061	LINCOLN CONTRACTORS SUPPLY	38.61
02/28/2020	57062	LISA MC FARLAND-BRIESKE	126.28
02/28/2020	57063	MILWAUKEE JOURNAL SENTINEL	105.21
02/28/2020	57064	NEENAH FOUNDRY COMPANY	2,306.94
02/28/2020	57065	PATRICK MCCARTHY	137.28
02/28/2020	57066	PATRICK MURPHY	190.00
02/28/2020	57067	PAUL LOCKWOOD	120.00
02/28/2020	57068	PAUL WITTE	60.00
02/28/2020	57069	PURCHASE POWER	1,605.98
02/28/2020	57070	RALPH ZEIT	90.00
02/28/2020	57071	ROBB GREGG	375.00
02/28/2020	57072	RUSSELL BLANK	90.00
02/28/2020	57073	SAFETY MART	215.69
02/28/2020	57074	SAFETY-KLEEN SYSTEMS, INC.	80.00
02/28/2020	57075	SCOTT & MELISSA ANDERSON	493.32
02/28/2020	57076	SCOTT HUST	80.00
02/28/2020	57077	SHRED-IT USA	49.89
02/28/2020	57078	SNAP-ON TOOLS	911.49
02/28/2020	57079	SPENCER CHARCZUK	510.00
02/28/2020	57080	STACY BROCK & IAN MCLELLAN	40.00
02/28/2020	57081	STARK PAVEMENT CORPORATION	90,583.88
02/28/2020	57082	STATE OF WISCONSIN	50.00
02/28/2020	57083	THERESA HOGE	60.00
02/28/2020	57084	TIM BLAKESLEE	320.00
02/28/2020	57085	TIME WARNER CABLE	813.56

Check Date	Check	Vendor Name	Amount
02/28/2020	57086	TONY JOHNSON	60.00
02/28/2020	57087	TRUCK COUNTRY OF WISCONSIN	117.99
02/28/2020	57088	VILLAGE ACE HARDWARE	16.62
02/28/2020	57089	VILLAGE OF SHOREWOOD	14,771.66
02/28/2020	57090	WAUSAU EQUIPMENT COMPANY	3,778.05
02/28/2020	57091	WE ENERGIES	18,678.40
02/28/2020	57092	WEDIGE RADIATOR & AC, INC	350.00
02/28/2020	57093	WESTHOFEN WORKS, INC.	174.75
02/28/2020	57094	WHITEFISH BAY BID	48,500.00
02/28/2020	57095	WIL-KIL PEST CONTROL	621.25
02/28/2020	57096	WM RECYCLE AMERICA	6,830.92

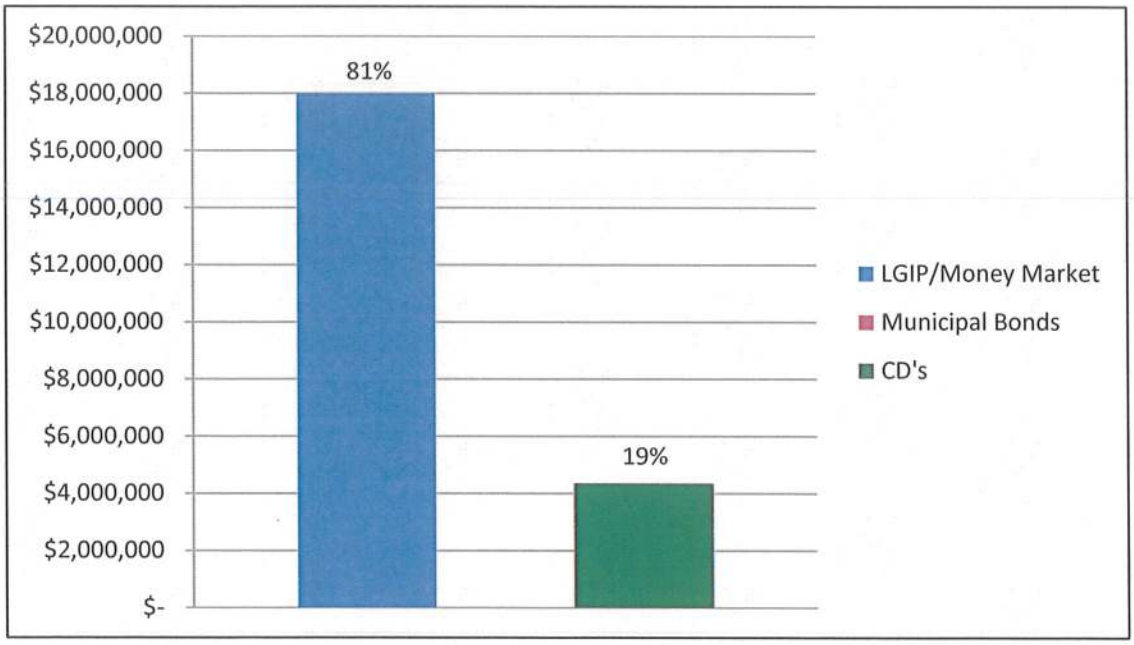
CKING TOTALS:

Total of 251 Checks:	835,163.52
Less 1 Void Checks:	3,603.44
Total of 250 Disbursements:	831,560.08

Monthly Investment Summary

February 2020

	General Investments	Post Retirement Investments	Total
LGIP/Money Market	$ 17,997,259	$ -	$ 17,997,259
Muncipal Bonds	-	-	-
CD's:			
Less than 1 Year	1,661,275	342,560	2,003,835
1 to 3 Years	1,621,976	717,030	2,339,006
3 to 5 Years	-	-	-
Total CD's	3,283,251	1,059,590	4,342,841
Total Investments	$ 21,280,510	$ 1,059,590	$ 22,340,100
Accrued Interest	$ 11,988	$ 2,374	$ 14,362



APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE $ _____ Application Date: 3/5/20

☐ Town ☑ Village ☐ City of Whitefish Bay County of Milwaukee

The named organization applies for: *(check appropriate box(es).)*

☑ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☑ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5/2/2020 and ending 5/2/2020 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. **ORGANIZATION** *(check appropriate box)* ☐ Bona fide Club ☐ Church ☑ Lodge/Society ☐ Veteran's Organization ☐ Fair Association
   (a) Name Whitefish Bay Civic Foundation
   (b) Address 5400 N. Marlborough Drive, Whitefish Bay WI 53217 *(Street)* ☐ Town ☑ Village ☐ City
   (c) Date organized 12/1/1973
   (d) If corporation, give date of incorporation _____
   (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☑
   (f) Names and addresses of all officers:
   President Tom Gleason
   Vice President Tom Gleason Rob Lesinski
   Secretary Nick Bandoch
   Treasurer Kendra Mahoney
   (g) Name and address of manager or person in charge of affair: Dean Gruber
   4647 N. Lake Drive, Whitefish Bay, WI 53217

2. **LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:**
   (a) Street number 6000 N. Lake Drive, Whitefish Bay, WI 53217 (Klode Park)
   (b) Lot _____ Block _____
   (c) Do premises occupy all or part of building? _____
   (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. **NAME OF EVENT**
   (a) List name of the event Green Day in the Bay, A Bay Day Event
   (b) Dates of event May 2, 2020

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Whitefish Bay Civic Foundation *(Name of Organization)*

Officer _____ 3/7/20 *(Signature/date)* Officer _____ 3/9/2020 *(Signature/date)*

Officer _____ 3/7/2020 *(Signature/date)* Officer _____ 3/9/20 *(Signature/date)*

Date Filed with Clerk _____ Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

STATE OF WISCONSIN : MILWAUKEE COUNTY : VILLAGE OF WHITEFISH BAY

RESOLUTION NO. 3070

ADOPTING THE 2019 WPDES STORM WATER DISCHARGE PERMIT ANNUAL REPORT

WHEREAS, the Village of Whitefish Bay is required to comply with the conditions of its Wisconsin Pollution Discharge Elimination System General Permit (WPDES); and

WHEREAS, the requirement for the drafting, acknowledgement of the report by elected officials, and submittal of an Annual Report certifying permit compliance is a condition of the permit dated March 30, 2020; and

WHEREAS, the Village Board of the Village of Whitefish Bay has reviewed the 2019 Annual Report and recommends adoption by resolution.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Whitefish Bay does hereby adopt the attached WPDES Permit Number WI-S061565 Annual Report, dated March 30, 2020 through this resolution.

PASSED AND ADOPTED this 16th day of March, 2020.

_____

Julie A. Siegel, Village President

Countersigned:

_____

Jennifer R. Amerell, Village Clerk

State of Wisconsin
Department of Natural Resources
PO Box 7921, Madison WI 53707-7921
dnr.wi.gov

Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit

Form 3400-224 (R 08/19)

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted separately from this report to the Department.

Part I. Municipal Contact Information

This form covers the activities during calendar year 2019

Name of Municipality	Facility ID No. (FIN)	☒ Check to update mailing address information
Village of Whitefish Bay	31330	

Mailing Address	City	State	ZIP Code
151 W Fairmount Ave	Whitefish Bay	WI	53217

Primary Municipal Contact Person (Authorized Representative for MS4 Permit) ☐ Check to update contact information

Name	Title		
Spencer Charczuk	Staff Engineer		
Mailing Address	City	State	ZIP Code
151 W Fairmount Ave	Whitefish Bay	WI	53217
Phone Number (include area code)	Email		
(414) 962-6690	s.charczuk@wfbvillage.org		

[+] **Additional Contact Information (optional)**
Individual with responsibility for (check all that apply):

☐ I&E Program ☐ IDDE Program ☐ IDDE Response Procedure Manual ☐ Municipal-wide Water Quality Plan
☐ Ordinances ☐ Pollution Prevention Program ☐ Post-Construction Program ☒ Winter Roadway Maintenance

First & Last Name	Title		
Pat McCarthy	Public Works Superintendent		
Mailing Address	City	State	ZIP Code
151 W Fairmount Ave	Whitefish Bay	WI	53217
Phone Number (include area code)	Email		
(414) 962-6690	p.mccarthy@wfbvillage.org		

[+] **Additional Contact Information (optional)**
Individual with responsibility for (check all that apply):

☒ I&E Program ☐ IDDE Program ☐ IDDE Response Procedure Manual ☐ Municipal-wide Water Quality Plan
☐ Ordinances ☐ Pollution Prevention Program ☐ Post-Construction Program ☐ Winter Roadway Maintenance

First & Last Name	Title		
Jacob Fincher	Acting Director		
Mailing Address	City	State	ZIP Code
600 E Greenfield	Milwaukee	WI	53204
Phone Number (include area code)	Email		
(414) 982-1766	fincher@swwtwater.org		

1. Does the municipality rely on another entity to satisfy any of the permit requirements? ◉ Yes ◯ No

☒ Public Education and Outreach - Respect Our Waters (Jacob Fincher, Southeastern Wisconsin Watersheds Trust, Inc.)

☒ Public Involvement and Participation - Respect Our Waters (Jacob Fincher, Southeastern Wisconsin Watersheds Trust,

☐ Illicit Discharge Detection and Elimination -

☐ Construction Site Pollutant Control -

☐ Post-Construction Storm Water Management - _____

☐ Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)? ◯ Yes ◉ No ◯ Unsure

Part II. Storm Water Program Evaluation – Minimum Control Measures

1. Public Education and Outreach

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Mechanism that best describes how the topic message was conveyed to your population. Use the [+] to add multiple Mechanisms. For Quantity, choose the range for the number of Mechanisms chosen (i.e., number of workshops, events).

Topics	Mechanism	Quantity (optional)	Estimated People Reached (optional)	Regional Effort?
Detection and elimination of illicit discharges Select all applicable audiences targeted for this topic. ☒ Businesses ☐ Contractors ☐ Developers ☒ General Public ☒ Industries ☐ Public Employees ☒ Residential ☒ School Groups ☒ Other:	Social media posts	50+	100+	◉ Yes ◯ No
	Media offerings (radio and TV ads, press release, etc.)	50+	100+	◉ Yes ◯ No
	Active distribution of print media (mailings, newsletters, etc.)	10-19	100+	◉ Yes ◯ No
	Informational booth at event	10-19	100+	◉ Yes ◯ No
	Website	1-9	100+	◉ Yes ◯ No
	Workshops	1-9	100+	◉ Yes ◯ No
	Direct one-on-one communication	50+	100+	◉ Yes ◯ No
	Digital: Video Pre-roll, non-skip ads, banner adds	50+	100+	◉ Yes ◯ No

Topics	Mechanism	Quantity (optional)	Estimated People Reached (optional)	Regional Effort?
Management of materials that may cause storm water pollution from automobiles, pet waste, household hazardous waste and household practices Select all applicable audiences targeted for this topic. ☒ Businesses ☒ Contractors ☐ Developers ☒ General Public ☒ Industries ☐ Public Employees ☒ Residential ☒ School Groups ☐ Other:	Social media posts	50+	100+	◉ Yes ◯ No
	Active distribution of print media (mailings, newsletters, etc.)	10-19	100+	◉ Yes ◯ No
	Informational booth at event	10-19	100+	◉ Yes ◯ No
	Website	1-9	100+	◉ Yes ◯ No
	Media offerings (radio and TV ads, press release, etc.)	50+	100+	◉ Yes ◯ No
	Workshops	1-9	100+	◉ Yes ◯ No
	Direct one-on-one communication	50+	100+	◉ Yes ◯ No
	Digital: Video Pre-roll, non-skip ads, banner ads	50+	100+	◉ Yes ◯ No
Beneficial onsite reuse of leaves and grass clippings/proper use of lawn and garden fertilizers and pesticides Select all applicable audiences targeted for this topic. ☒ Businesses ☒ Contractors ☐ Developers ☒ General Public ☒ Industries ☐ Public Employees ☒ Residential ☒ School Groups ☐ Other:	Social media posts	50+	100+	◉ Yes ◯ No
	Media offerings (radio and TV ads, press release, etc.)	50+	100+	◉ Yes ◯ No
	Active distribution of print media (mailings, newsletters, etc.)	10-19	100+	◉ Yes ◯ No
	Informational booth at event	10-19	100+	◉ Yes ◯ No
	Website	1-9	100+	◉ Yes ◯ No
	Direct one-on-one communication	1-9	100+	◉ Yes ◯ No
	Digital: Video Pre-roll, non-skip ads, banner ads	50+	100+	◉ Yes ◯ No
	Workshops	1-9	100+	◉ Yes ◯ No
Management of streambanks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways Select all applicable audiences targeted for this topic. ☐ Businesses ☐ Contractors ☐ Developers ☐ General Public ☐ Industries ☐ Public Employees ☐ Residential	Did not focus on this topic this reporting year			◯ Yes ◯ No

Topics	Mechanism	Quantity (optional)	Estimated People Reached (optional)	Regional Effort?
☐ School Groups ☐ Other:				
Infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks Select all applicable audiences targeted for this topic. ☐ Businesses ☐ Contractors ☐ Developers ☐ General Public ☐ Industries ☐ Public Employees ☐ Residential ☐ School Groups ☐ Other:	Social media posts	50+	100+	◉ Yes ◯ No
	Media offerings (radio and TV ads, press release, etc.)	50+	100+	◉ Yes ◯ No
	Informational booth at event	10-19	100+	◉ Yes ◯ No
	Website	1-9	100+	◉ Yes ◯ No
	Workshops	1-9	100+	◉ Yes ◯ No
	Direct one-on-one communication	50+	100+	◉ Yes ◯ No
	Digital: Video Pre-roll, non-skip ads, banner ads	50+	100+	◉ Yes ◯ No
Inform and where appropriate educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices Select all applicable audiences targeted for this topic. ☒ Businesses ☒ Contractors ☐ Developers ☒ General Public ☒ Industries ☐ Public Employees ☒ Residential ☒ School Groups ☐ Other:	Website	1-9	100+	◉ Yes ◯ No
Identify businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences on methods of storm water pollution prevention Select all applicable audiences targeted for this topic. ☒ Businesses ☒ Contractors ☐ Developers ☐ General Public ☐ Industries ☐ Public Employees ☐ Residential ☐ School Groups ☐ Other:	Direct one-on-one communication	1-9	1-10	◯ Yes ◉ No
Promote environmentally sensitive land development designs by developers and designers, including green infrastructure and low impact development Select all applicable audiences targeted for this topic. ☐ Businesses ☒ Contractors	Direct one-on-one communication	1-9	1-10	◯ Yes ◉ No

Topics	Mechanism	Quantity (optional)	Estimated People Reached (optional)	Regional Effort?
☒ Developers ☐ General Public ☐ Industries ☐ Public Employees ☐ Residential ☐ School Groups ☐ Other:				
Other				○ Yes ○ No

b. Brief Public Education and Outreach program information for inclusion in the Annual Report. If your response exceeds 250 characters, attach supplemental information on the attachments page.
Green Day in Bay and Recycle Day occurred. Village contributes to Sweet Water for SW Education. Brochures displayed at library that help educate public on SW and GI. See appendix 1(a).

2. Public Involvement and Participation

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Mechanism that best describes how the topic message was conveyed to your population. Use the [+] to add multiple Mechanisms. For Quantity, choose the range for the number of Mechanisms chosen (i.e., number of workshops, events).

Topics	Mechanism	Quantity (optional)	Estimated People Reached (optional)	Regional Effort?
Storm Water Management Plan and/or updates	Website	1-9	51-100	○ Yes ◉ No
Select all applicable participants targeted for this topic. ☐ Businesses ☐ Contractors ☒ Developers ☒ General Public ☐ Industries ☐ Public Employees ☒ Residential ☐ School Groups ☐ Other:				
Storm water related ordinance and/or updates	Website	1-9	51-100	○ Yes ◉ No
Select all applicable participants targeted for this topic. ☐ Businesses ☐ Contractors ☒ Developers ☒ General Public ☐ Industries ☐ Public Employees ☒ Residential ☐ School Groups ☐ Other:				
MS4 Annual Report	Government Event (public hearing, council meeting, etc.)	1-9	11-50	○ Yes ◉ No
Select all applicable participants targeted for this topic. ☐ Businesses ☐ Contractors ☐ Developers ☒ General Public ☐ Industries ☐ Public Employees ☒ Residential ☐ School Groups ☐ Other:	Website	1-9	11-50	○ Yes ◉ No
Volunteer Opportunities	Clean up event	1-9	11-50	○ Yes ◉ No

Topics	Mechanism	Quantity (optional)	Estimated People Reached (optional)	Regional Effort?
Select all applicable participants targeted for this topic. ☐ Businesses ☐ Contractors ☐ Developers ☒ General Public ☐ Industries ☐ Public Employees ☒ Residential ☐ School Groups ☐ Other:	Group BMP installation	1-9	11-50	○ Yes ◉ No
Other				○ Yes ○ No

b. Brief Public Involvement and Participation program information for inclusion in the Annual Report. If your response exceeds 250 characters, attach supplemental information on the attachments page.

Public Works Committee officials are briefed and updated on issues relating to MS4 Permit at monthly Public Works Committee meetings. Village approved resolution 3050on April 15, 2019 to recognize the MS4 Permit. See appendix 4 and 5. Appendix 1(b)

3. Illicit Discharge Detection and Elimination

a. How many total outfalls does the municipality have? 7 ☐ Unsure

b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? 3 ☐ Unsure

c. From the municipality's routine screening, how many were confirmed illicit discharges? 0 ☐ Unsure

d. How many illicit discharge complaints did the municipality receive? 1 ☐ Unsure

e. From the complaints received, how many were confirmed illicit discharges? 1 ☐ Unsure

f. How many of the identified illicit discharges did the municipality eliminate in the reporting year? (If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.) 1 ☐ Unsure

Fractured underground fuel tank leached into a sump and was discharged to grade. This was immediately recognized and emergency response was done to prevent impacts on local waterways. Event was reported to required agencies.

g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year.

☒ Verbal Warning 0

☒ Written Warning (including email) 0

☒ Notice of Violation 0

☒ Civil Penalty/Citation 0

Additional information:

h. Brief Illicit Discharge Detection and Elimination program information for inclusion in the Annual Report. If your response exceeds 250 characters, attach supplemental information on the attachments page.

Accessible outfalls are inspected monthly, more difficult to reach ones inspected quarterly. Testing locations are rotated yearly.

4. Construction Site Pollutant Control

a. How many total construction sites were active at any point in the reporting year? 65 ☐ Unsure

b. How many construction sites did the municipality issue permits for in the reporting year? 65 ☐ Unsure

c. Do the above numbers include sites <1 acre? ◉ Yes ◯ No ◯ Unsure

d. How many erosion control inspections did the municipality complete in the reporting year? 175 ☐ Unsure

e. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

☐ No Authority	
☒ Verbal Warning	60
☒ Written Warning (including email)	12
☒ Notice of Violation	0
☒ Stop Work Order	2
☒ Civil Penalty/Citation	0
☐ Forfeiture of Deposit	
☐ Other – Describe _____	# _____

Additional information:

f. Brief Construction Site Pollutant Control program information for inclusion in the Annual Report. If your response exceeds 250 characters, attach supplemental information on the attachments page.

All building construction occurred on lots less than one acre. Records of those sites are on file and available. Erosion control plans are in place through building inspection.

5. Post-Construction Storm Water Management

a. How many sites with new structural storm water management facilities have received local approvals? 1 ☐ Unsure

b. How many privately owned storm water management facilities were inspected in the reporting year? (Inspections completed by private land owners and submitted to the permittee should be included in the reported number.) 2 ☐ Unsure

c. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

☐ No Authority	
☒ Verbal Warning	0
☒ Written Warning (including email)	0
☒ Notice of Violation	0
☐ Civil Penalty/Citation	
☐ Forfeiture of Deposit	
☒ Complete Maintenance	0

☒ Bill Responsible Party 0

☐ Other – Describe _____ # _____

Additional information: _____

f. Brief Post-Construction Storm Water Management program information for inclusion in the Annual Report. If your response exceeds 250 characters, attach supplemental information on the attachments page.
Staff conducts bi-annual inspections on green infrastructure. The Village partnered with the Garden Club to have a bio-swale and raingarden installed at Silver Spring Park. See Appendix 1(c)

6. Pollution Prevention

Storm Water Management Facility Inspections ☐ Not Applicable

a. Enter the total number of municipally owned or operated structural storm water management facilities. 5 ☐ Unsure

b. How many new municipally owned storm water management facilities were installed in the reporting year? 0 ☐ Unsure

c. How many municipally owned storm water management facilities devices were inspected in the reporting year? 5 ☐ Unsure

d. What elements are looked at during inspections? Debris, overgrowth, invasive plants, soil conditions, obstructions to weir.

e. How many of these facilities required maintenance? 0 ☐ Unsure

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) ☐ Not Applicable

f. How many inspections of municipal properties have been conducted in the reporting year? 1 ☐ Unsure

g. Have amendments to the SWPPPs been made? ◉ Yes ○ No ○ Unsure

h. If yes, describe what changes have been made: SWPPP at Public Yard is currently in the process of being implemented.

Collection Services (street sweeping, catch basin sumps, leaf collection)

Street Sweeping/Cleaning Program ☐ Not Applicable

i. Did the municipality conduct street sweeping/cleaning during the reporting year? ◉ Yes ○ No ○ Unsure

j. If known, how many tons of material were collected? 165 ☐ Unsure

k. Does the municipality have a low hazard exemption for this material? ○ Yes ◉ No

l. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?

◉ Yes

○ No- Explain _____

○ Not Applicable

Catch Basin Sump Cleaning Program ☐ Not Applicable

m. Did the municipality conduct catch basin sump cleaning during the reporting year? ◉ Yes ○ No ○ Unsure

n. How many catch basin sumps were cleaned in the reporting year? _____ ☐ Unsure

o. If known, how many tons of material were collected? 40 ☐ Unsure

p. Does the municipality have a low hazard exemption for this material? ◯ Yes ◉ No

q. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?

◉ Yes

◯ No-Explain

◯ Not Applicable

◯ Unsure

Leaf Collection Program ☐ Not Applicable

r. Does the municipality conduct curbside leaf collection? ◉ Yes ◯ No ◯ Unsure

s. Does the municipality notify homeowners about pickup? ◉ Yes ◯ No ◯ Unsure

t. Where are the residents directed to store the leaves for collection?

☒ Pile on terrace ☒ Pile in street ☒ Bags on terrace ☐ Unsure

☐ Other – Describe

u. What is the frequency of collection? Weekly beginning in October

v. Is collection followed by street sweeping/cleaning? ◉ Yes ◯ No ◯ Unsure

Winter Road Management ☐ Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

w. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? 38 ☐ Unsure

x. Provide amount of de-icing products used by month last winter season. Select the product used below and enter the quantity used each month.

Solids (tons)

Product	Oct	Nov	Dec	Jan	Feb	Mar*
Select Product						

Liquids (gallons)

Product	Oct	Nov	Dec	Jan	Feb	Mar*
Select Product						

y. Was salt applying machinery calibrated in the reporting year? ◉ Yes ◯ No ◯ Unsure

z. Have municipal personnel attended salt reduction strategy training in the reporting year? ◉ Yes ◯ No ◯ Unsure

If yes, describe what training was provided: Seminar held by local consulting firms that discussed winter operations i

When: 09/19/2019

How many attended: 1

Internal (Staff) Education & Communication

aa. Has training or education been held for municipal or other personnel involved in implementing each of the pollution prevention program elements? ◯ Yes ◉ No ◯ Unsure

If yes, describe what training was provided:

When:

How many attended:

ab. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected officials: Resolution 3050 recognizes MS4 by the Village Board

Other municipal officials: Village Website

Appropriate staff (such as operators, Department heads, and those that interact with the public):

One to one interacion

ac. Brief Pollution Prevention program information for inclusion in the Annual Report. If your response exceeds 250 characters, attach supplemental information on the attachments page.

Village also utilizes prewetting to reduce scatter. Salting is done on major collectors and arterials with secondary streets only having intersections and mid block. See appendix 1(d).

7. Storm Sewer System Map

a. Did the municipality update their storm sewer map this year? ◯ Yes ◉ No ◯ Unsure

If yes, check the areas the map items that got updated or changed:

- ☐ Storm water treatment facilities
- ☐ Storm pipes
- ☐ Vegetated swales
- ☐ Outfalls
- ☐ Other

b. Brief Storm Sewer Map information for inclusion in the Annual Report. If your response exceeds 250 characters, attach supplemental information on the attachments page.

The Village is in the process of updating the GIS system and plans to have completion by the end of the year.

Part III. Final Evaluation

1. **Fiscal Analysis** Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Program Element	Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
Public Education and Outreach	$500.00	$500.00	$500.00	General revenue fund
Public Involvement and Participation	$250.00	$250.00	$250.00	General revenue fund
Illicit Discharge Detection and Elimination	$750.00	$750.00	$750.00	Storm water utility
Construction Site Pollutant Control	$0.00	$0.00	$0.00	Permit fee and/or deposit/escrow
Post-Construction Storm Water Management	$0.00	$0.00	$0.00	Permit fee and/or deposit/escrow
Pollution Prevention	$20,000.00	$20,000.00	$20,000.00	General revenue fund
Storm Water Quality Management	$40,000.00	$40,000.00	$40,000.00	General revenue fund
Storm Sewer System Map	$12,500.00	$12,500.00	$12,500.00	General revenue fund Storm water utility
Other:				

Please provide a justification for any zeros ("0") entered in the Fiscal Analysis.
Construction site pollutant control and post-construction storm water management is included in the general inspections.

2. Water Quality

a. Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to? ◯ Yes ◉ No ◯ Unsure

If so, explain:

b. Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to? ◯ Yes ◉ No ◯ Unsure

If so, explain:

c. Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year? ◯ Yes ◉ No ◯ Unsure

d. Has the municipality evaluated their storm water practices to reduce the pollutants of concern? ◉ Yes ◯ No ◯ Unsure

3a. Total Maximum Daily Loads (TMDLs) *(For permittees covered under the MS4 individual permits only.)*

a. Does the municipality discharge to any of the following approved TMDLs? (Select all that apply.)

- ☐ Rock River Basin and/or Beaver Dam Lake
- ☐ Lower Fox River Basin and Lower Green Bay
- ☐ Lake St. Croix
- ☐ Tainter Lake and Lake Menomin
- ☒ Milwaukee River
- ☐ Wisconsin River

- ☐ Other: _____
- ☐ Does not apply

3b. Total Maximum Daily Loads (TMDLs) *(For permittees covered under the MS4 general permit no. S050075-03 only.)*

a. Does the municipality discharge to any of the following approved TMDLs? (Select all that apply.)

- ☐ Rock River Basin and/or Beaver Dam Lake (Appendix A)
- ☐ Lower Fox River Basin and Lower Green Bay (Appendix A)
- ☐ Lake St. Croix (Appendix A)
- ☐ Tainter Lake and Lake Menomin (Appendix A)
- ☐ Milwaukee River (Appendix B)
- ☐ Wisconsin River (Appendix C)
- ☐ Other: _____
- ☐ Does not apply

4. Additional Information Based on the municipality's storm water program evaluation in Part II, describe any proposed changes to the municipality's storm water program. If your response exceeds 250 characters, attach supplemental information on the attachments page.

The Village is working with MMSD Green Solutions to gather funds to aid in future projects. The Village is constantly evaluating and looking for ways to improve water quantity and quality.

Part IV. Request for Assistance on Understanding Permit Programs (optional)

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs? Please select from the options below.

- ☐ **Public Education and Outreach**
- ☐ **Illicit Discharge Detection and Elimination**
- ☐ **Post-Construction Storm Water Management**
- ☐ **Storm Water Quality Management**
- ☐ **Storm Sewer System Map**
- ☐ **Public Involvement and Participation**
- ☐ **Construction Site Pollutant Control**
- ☐ **Pollution Prevention**
- ☐ **Water Quality Concerns**
- ☐ **Compliance Schedule Items Due**
- ☐ **MS4 Program Evaluation**

Certification

I hereby certify that I am an authorized representative of the municipality covered under Village of Whitefish Bay's MS4 Permit for which this annual report is being submitted and that the information contained in this document and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Authorized Representative Printed Name	Authorized Representative Printed Title
Spencer Charczuk	Staff Engineer
Email	Phone Number
s.charczuk@wfbvillage.org	(414) 962-6690

Signature of Authorized Representative _____ Date Signed (mm/dd/yyyy) _____

February 25, 2020

City of Glendale, Wisconsin
Lydell Avenue Roadway Reconstruction Project

Actual Contract Awarded Unit Bid - Cost Allocation Review by:
John Edlebeck, P.E.
Director of Public Works
Village of Whitefish Bay, Wisconsin

ITEM	AMOUNT
Miscellaneous Items (Sign, sign post, temporary gravel driveway ramps, sodding)	$ 3,506.70
Sidewalk, Curb and Gutter Replacement Items (ADA sidewalk ramps, spot curb/gutter replacement)	$ 13,785.83
Roadway Items	
(4" Asphalt Pavement Removal)	$18,506.11
(4" Asphalt Pavement Paving)	$69,102.40
(Asphalt Butt Joint)	$ 1,716.00
(Adjusting Valve Boxes)	$ 2,250.00
(Adjusting Inlet Covers)	$ 3,000.00
Storm Sewer Items (Lydell Avenue / Lakeview Avenue drainage)	$10,444.00
Pavement Marking Items	$ 3,169.13

Recommended Village of Whitefish Bay Cost Allocation *$125,480.17*
+ 14,519.83 (Engineering)
$140,000.00

I recommend the Whitefish Bay Village Board enter into a written agreement with the Glendale City Council to make a one-time, lump sum total payment of ~~$125,480.17~~ in support of this project as designed and specified and that this amount is a fair cost share for both municipalities. I would further recommend that no additional payments beyond this amount by the Village of Whitefish Bay are to be made for this project.

→ $140,000
RWB

INTERGOVERNMENTAL AGREEMENT FOR ROAD RECONSTRUCTION - LYDELL AVENUE

This agreement is entered into, effective the last date of execution, between the City of Glendale, "City" and the Village of Whitefish Bay "Village" under authority of Section 66.03012 of the Wisconsin Statutes, for the purpose of sharing the cost of engineering and reconstruction of a street upon which both communities border, it being in the public interest to promote economic efficiency and cost savings to both communities.

RECITALS

Whereas City and Village both border on and own roughly half the right of way upon which a public street, Lydell Avenue is situated, and

Whereas Lydell Avenue is in need of repair and reconstruction, and

Whereas it is in the public interest to share the cost both for engineering and reconstruction and repair of Lydell Avenue, hereinafter the "PROJECT."

Now therefore City and Village agree as follows:

AGREEMENT

1. City shall be responsible for contracting for engineering and design costs, and further for contracting for construction costs to include sanitary and storm sewer on the Glendale side, and to include milling and overlay, sidewalk, curb, and gutter replacement. City shall hold the contract for construction and engineering costs.

2. City shall invoice Village for a pro rata proportion of costs as incurred, and the total Village contribution will be $140,000 towards both construction and engineering costs.

3. The project shall be designed, built, and constructed in substantial conformity with the current conceptual plans as set forth in exhibit A attached hereto and incorporated herein.

4. Engineering services shall be retained in accord with the engineering contract between City and Clark Dietz, a copy of which is attached hereto and incorporated herein as exhibit B.

5. Unforeseen costs or change orders will be reviewed by City and Village, and each side agrees to use its best efforts to determine a fair and equitable allocation of any such costs. Such costs shall not be approved unless and until such agreement is reached.

6. All construction repair contracts shall be provided to the Village by City for review prior to final approval. City will employ its best efforts to assure Village that any modifications reasonably necessary to accommodate the needs of Village will, to the extent possible, be incorporated in the construction contracts.

7. In the event disputes arise under this agreement each party agrees to non-binding mediation by a single mediator as a condition precedent to filing any suit. In the event the parties cannot agree on a mediator the parties will request the Chief Judge of Milwaukee County to select a mediator on their behalf.

8. This agreement shall be governed by the laws of the State of Wisconsin, including but not limited to all public bid laws applicable to the project.

The forgoing Intergovernmental Agreement for Road Reconstruction – Lydell Avenue, consisting of two pages plus this signature page is entered into this:

March_____, 2020

Community Development Authority of the City of Glendale

_____

Executive Director

March_____, 2020

Village of Whitefish Bay

_____

Village President

_____

Village Clerk

VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: President Julie Siegel & Village Board of Trustees

REPORT FROM: Paul Boening – Village Manager

DATE: March 12, 2020

AGENDA ITEM: Referral of Ordinances to Plan Commission:
- Ord. 1864 to the Plan Commission (pertaining to Conditional Uses in the Business District).
- Ord. 1865 to the Plan Commission (pertaining to Conditional Use Procedure).

ACTION REQUESTED: __Ordinance ___Resolution _√_Motion (Consent Agenda)

BACKGROUND

Attorney Jaekels drafted the attached Ordinances, which upon adoption will bring Whitefish Bay's Municipal Code into conformance with recent State Law changes pertaining to Conditional Uses. From a legal standpoint, this is a housekeeping matter.

Plan Commission review is required prior to Village Board action on Zoning Code amendments.

The Ordinances will be brought back for final Village Board discussion and action after review by the Plan Commission.

RECOMMENDED ACTION BY VILLAGE BOARD

Approval of Consent Agenda, which includes referral of both ordinances to the Plan Commission for review and recommendation.

C: Department Heads
Attorney Jaekels

STATE OF WISCONSIN MILWAUKEE COUNTY VILLAGE OF WHITEFISH BAY

ORDINANCE NO: 1864

An Ordinance to Amend Section 16-21D of the Municipal Code with Regard to Conditional Uses in the Business District

---

The Village Board of the Village of Whitefish Bay, Milwaukee County, Wisconsin does ordain as follows:

Section One: Section 16-21D of the Municipal Code is hereby deleted and recreated to read as follows:

D. Conditional Use and Architecture and Aesthetics Approval Process.

(1) Conditional Use Permits shall be subject to the procedures set forth in Section 16-16.

(2) Architecture and aesthetic design shall be subject to approval of the Community Development Authority (CDA) or Architectural Review Commission (ARC) if so regulated under any other provision of the Municipal Code.

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

Section Three: This ordinance shall take effect and be in force from and after its passage and posting.

PASSED AND ADOPTED by the Village Board of Trustees of the Village of Whitefish Bay this ___ day of _____, 2020.

VILLAGE OF WHITEFISH BAY

_____
Julie Siegel, Village President

_____
Jennifer Amerell, Village Clerk

DRAFT

STATE OF WISCONSIN MILWAUKEE COUNTY VILLAGE OF WHITEFISH BAY

ORDINANCE NO: 1865

An Ordinance to Repeal and Recreate Section 16-16 of the Municipal Code with Regard to Conditional Uses

---

The Village Board of the Village of Whitefish Bay, Milwaukee County, Wisconsin does ordain as follows:

Section One: Section 16-16 of the Municipal Code is hereby repealed and recreated to read as follows:

Conditional Use Permits

Section 16-16. Conditional Use Procedure.

(1) Purpose and Applicability. The development and execution of this Chapter is based upon the division of the Village into zoning districts, within which districts the use of land and buildings, and bulk and location of buildings and structures in relation to the land, are mutually compatible and substantially uniform. However, there are certain uses which, because of their unique characteristics, cannot be properly classified as unrestricted permitted uses in any particular district or districts, without consideration, in each case, of the impact of those uses upon neighboring land or public facilities, and of the public need for the particular use at a particular location. Such uses, nevertheless, may be necessary or desirable to be allowed in any particular district or districts provided that due consideration is given to their location, development, and operation. Such uses are classified as conditional uses and require a conditional use permit except as specified under subsection (14).

(2) Initiation of Conditional Use Permit. Any person, firm, corporation, or organization having a freehold interest or a possessory interest entitled to exclusive possession, or a contractual interest that may become a freehold interest or an exclusive possessory interest, and that is specifically enforceable on the land for which a conditional use is sought, may file an application to use such land for one or more of the conditional uses in the zoning district in which such land is located.

(3) Application for Conditional Use Permit. No application for a conditional use permit shall be placed on any agenda as an item to be acted upon unless the Village Manager or Designee has certified acceptance of a complete application. Prior to publication of the required Notice of Public Hearing, the applicant shall provide the Village Manager or Designee with the complete application certified by the Village Manager or Designee, including an easily reproducible electronic copy plus hard copies in a quantity directed by the Village Manager or Designee. Said complete application shall be comprised of all of the following:

(a) A completed conditional use permit application form furnished by the Village Manager or Designee.

(b) A scale map of the subject property showing all lands for which the conditional use permit is proposed, and all other lands within 300 feet of the boundaries of the subject property, together with the names and addresses of the owners of all lands on said map

as the same appear on the current records of the Register of Deeds. All lot dimensions of the subject property, a graphic scale, and a north arrow shall be provided.

(c) A written description of the proposed conditional use describing the type, duration, and density of activities, buildings, and structures proposed for the subject property and their general locations, plus such additional information as may be required for the particular land use under the Zoning Code.

(d) A site plan of the subject property, with any alterations as may be proposed to accommodate the conditional use. Said site plan shall conform to any applicable requirements of the Zoning Code, and any additional requirements as may be specified for the particular land use under Article 3 Zoning Districts. If the conditional use will make use of existing site improvements only, a site plan need only be of sufficient detail to confirm the portion of the site used by the conditional use.

(e) Written justification for the proposed conditional use consisting of the reasons why the applicant believes the proposed conditional use is appropriate, particularly as evidenced by compliance with the approval criteria set forth in this Section and all applicable requirements of this Chapter.

(f) Any other plans and information deemed necessary by the Village Manager or Designee or the Plan Commission to ensure that the requirements of this Chapter are or will be fulfilled.

(g) Any required fee per the fee schedule approved by the Village Board.

(4) Village Manager or Designee Review and Recommendation.

(a) The Village Manager or Designee shall determine whether the application is complete and fulfills the requirements of this Chapter. Only a complete application in the determination of the Village Manager or Designee shall be entitled to a public hearing. The Village Manager or Designee shall inform the applicant if the application is incomplete in his or her determination.

(b) Once the Village Manager or Designee determines that the application is complete, the Village Manager or Designee or designee shall authorize the public hearing and prepare a written evaluation of the application based on the criteria for evaluating conditional use permits in subsection (8) below. The Village Manager or Designee shall forward a copy of the evaluation to the Plan Commission.

(5) Public Hearing. The Village Clerk shall schedule a public hearing before the Plan Commission to be held within 45 days after acceptance of a complete application as determined by the Village Manager or Designee. Notice of the time, place, and purpose of such hearing shall be given by publication as a Class 2 Notice in conformance with the requirements of Wis. Stats. § 62.23(7)(d) and (de). The Village Clerk shall also send said notice to the applicant, owners of record of all lands within 100 feet of the boundaries of the subject property at least five days prior to the date of such public hearing. Failure to mail said notice or failure to meet the time requirements herein, provided it is unintentional, shall not invalidate proceedings under this Section.

(6) Review and Action by the Plan Commission. Within 60 days after the public hearing, or an extension of said period requested in writing or electronic format by the applicant and granted by the Commission, the Plan Commission shall take final action on the conditional use permit request. Prior to acting on a conditional use permit application, the Plan Commission may

request further information and/or additional reports from the Village Manager or Designee, the applicant, outside experts and/or any other source. The Commission may approve the conditional use as originally proposed, may approve the proposed conditional use with conditions or modifications, or may deny approval of the proposed conditional use and include reasons for denial. Any action to approve or amend the proposed conditional use permit requires a majority vote of Commission members in attendance.

(7) Appeal to the Village Board. An appeal of a decision under subsection (6) may be taken to the Village Board by any person, firm or corporation; any officer, department, board, commission or agency of the Village, who is aggrieved by the decision. Such appeal shall be made in writing to the Village Manager or Designee within ten days after the date of the Commission's decision. In the case of an appeal:

(a) The Village Manager or Designee shall issue no permits to enable commencement or continuation of building and other activities authorized by the conditional use permit and shall issue a "stop work" order for any such activities already commenced.

(b) The Village Manager or Designee shall immediately notify the applicant and property owner of the appeal in writing and shall schedule the appeal for Village Board consideration.

(c) The Village Board shall, by resolution, make a final decision to grant, with or without conditions, or to deny each application for a conditional use permit after receiving and reviewing the Commission's or Committee's findings and making its own findings as to whether or not the proposed use will satisfy the criteria for approval set forth in section (8), and shall have all of the powers of the Commission under this Section. The Village Board's determination shall be final and subject to appeal to Federal or state court under any procedure authorized by statute.

(8) Review Criteria for Conditional Use Permit.

(a) If the applicant meets, or agrees to meet, all of the applicable requirements specified in this Chapter and conditions imposed by the Plan Commission, the Commission shall under Wis. Stats. § 62.23(7)(de)2.a. grant the conditional use permit. The Village may require written agreement from the applicant in a form prescribed by the Village Attorney.

(b) Any decision to grant or deny the conditional use permit must be supported by substantial evidence, as that term is defined in Wis. Stats. § 62.23(7)(de)1.b. Any condition or modification must be related to the purpose of this Chapter, reasonable, measurable to the extent practicable, and based on substantial evidence.

(c) To the extent consistent with Subsections (a) and (b), no conditional use permit shall be granted unless the Plan Commission finds that the use authorized thereby meets the following criteria:

1. The proposed conditional use is consistent with the Comprehensive Plan, this Chapter, and all other plans, programs, and ordinances adopted by the Village.

2. The proposed conditional use, in its proposed location and as depicted on the required site plan, will not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the

provisions of this Chapter, the Comprehensive Plan, or all other plans, programs, and ordinances adopted by the Village.

3. The proposed conditional use will maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
4. The proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities, or services provided by public agencies serving the subject property.
5. The potential public benefits of the proposed conditional use outweigh potential adverse impacts of the proposed conditional use, after taking into consideration the applicant's proposal and any requirements recommended by the applicant to ameliorate such impacts.

(9) Issuance, Notice, and Recording of Conditional Use Permit or Denial. Within 30 days following the granting of a conditional use permit, the Village Manager or Designee shall issue to the applicant the approved conditional use permit. Said permit shall enumerate the details of the conditional use permit, including an identifiable description of the use and subject property and any specific conditions or requirements of approval. The Village Manager or Designee shall record the conditional use permit against the property, assigning all costs thereof to the applicant, and shall make record of the conditional use permit on the Official Zoning Map. In the case of a denial of a conditional use permit, the Village Manager or Designee shall provide written notification to the applicant that the conditional use permit was denied, including the reasons for denial.

(10) Effect of Denial. No conditional use permit application that has been denied (either wholly or in part) shall be resubmitted for a period of 12 months from the date of said order of denial, except on grounds of new evidence or proof of change of factors relative to the review criteria in subsection (8) that are found valid by the Village Manager or Designee.

(11) Penalties, Revocation, or Modification of an Approved Conditional Use Permit.

(a) Any violation of an approved conditional use permit shall be subject to Section 17-18, as well as equitable relief in circuit court.

(b) A conditional use permit shall be automatically revoked if:

1. All buildings and other improvements authorized by the conditional use permit have not been developed, and the conditional use has not commenced operation, within two years of final site plan approval, unless the Commission has extended this period by request of the applicant, based on reasons beyond the reasonable control of the applicant.
2. Once initially made operational, the operation of the conditional use has been discontinued for a period exceeding one year. The burden of proof shall be with the conditional use permit holder or operator to conclusively demonstrate that the conditional use was operational during this period.

(c) A conditional use permit may be revoked or modified by the Plan Commission, where the Commission determines that the use, its operation, and/or associated improvements are not in compliance with (i) the terms of this Chapter including one or more criteria in subsection (8) and/or (ii) the approved conditional use permit including any associated plan or approval condition. The Commission may commence proceedings to consider

revocation or modification, with such proceedings following the process in subsections (5) and (6). An appeal of any such decision shall be allowed per subsection (7).

(12) Duration and Transfer. The Commission may approve a conditional use permit with a limitation on the Permit's start date, duration, and/or transfer if such limitations(s) relate to the purpose of this Chapter and the conditional use permit review criteria in subsection (8). Unless the Commission approved a conditional use permit with a transfer limitation, or the Zoning Code prescribes a transfer limitation for the particular conditional use, all requirements of the approved conditional use permit shall be continued regardless of ownership or operation of the subject property or use and shall run with the land, except as otherwise limited by this Chapter or by a specific condition attached to the conditional use permit.

(13) Amendments to Approved Conditional Use. Any expansion of or amendment to a previously approved conditional use permit or grandfathered conditional use, including any change in an associated plan or approval condition found to be material by the Village Manager or Designee, shall be processed in accordance with subsections (2) through (10), except where its initial approval allowed expansion or amendment by some other process.

(14) Expansion or Modification of Conditional Use. Any substantial expansion or modification of any conditional use or any previously approved condition of such use, in the determination of the Village Manager or Designee, shall require application and Village consideration of a new or amended conditional use permit under this Section.

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

Section Three: This ordinance shall take effect and be in force from and after its passage and posting.

PASSED AND ADOPTED by the Village Board of Trustees of the Village of Whitefish Bay this ___ day of _____, 2020.

VILLAGE OF WHITEFISH BAY

_____
Julie Siegel, Village President

_____
Jennifer Amerell, Village Clerk

DRAFT

VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: President Julie Siegel & Village Board of Trustees

REPORT FROM: Paul Boening – Village Manager

DATE: March 12, 2020

AGENDA ITEM: COVID-19 update from North Shore Health Director Ann Christiansen.

ACTION REQUESTED: __Ordinance ___Resolution _√_Information/Discussion

North Shore Health Director Ann Christiansen will be in attendance to provide a COVID-19 update and to answer questions from the Village Board.

C: Department Heads
Attorney Jaekels

March 6, 2020

Memo to: President Siegel and Members of the Whitefish Bay Village Board

From: John Edlebeck, P.E., Director of Public Works

Re: Repeal and recreate Sections 13-65 through 13-78 of the Municipal Code with regard to Stormwater Management Regulations (Ordinance # 1863)

In December, 2017 the Village received from Strand Associates draft Stormwater Management Regulations as a portion of a work product from a 70% State / 30% Village funded DNR Stormwater Management Planning Grant that the Village successfully secured prior to 2015. This DNR grant was utilized to update our Stormwater Management Program within the Village. In 2018-19 Village staff worked with Clark Dietz staff to review these draft recommendations and make additional needed final changes, revisions and additions. These draft recommendations have been finalized and now include references to all applicable current Federal, State and local MMSD rules and regulations.

In late August, 2019 the Village Stormwater Management Program regulated by our DNR MS-4 Stormwater Permit was audited by DNR staff. The results of that audit were sent to the Village in December, 2019 with a response by Village staff in January, 2020. At this time we are working with DNR staff to address all requested items identified in the DNR MS-4 Audit report. Adoption of current and up to date Stormwater Management Regulations is on that checklist.

Staff Recommendation

With an April 8, 2020 scheduled DNR / Village MS-4 Permit Audit Review and Enforcement Meeting, Village staff is recommending that the Village Board proceed at this time deleting and recreating in the Municipal Code the recommended Village Stormwater Management Regulations.

Recommended Action:

To adopt Ordinance #1863 to repeal and recreate Sections 13-65 through 13-78 of the Municipal Code with regard to Stormwater Management Regulations.

STATE OF WISCONSIN MILWAUKEE COUNTY VILLAGE OF WHITEFISH BAY

ORDINANCE NO: 1863

An Ordinance to Repeal and Recreate Sections 13-65 through 13-78 of the Municipal Code with Regard to Stormwater Management Regulations

---

The Village Board of the Village of Whitefish Bay, Milwaukee County, Wisconsin does ordain as follows:

Section One: Sections 13-65 through 13-78 are hereby deleted and recreated to read as follows:

ARTICLE VIII STORMWATER MANAGEMENT REGULATIONS

§ 13-65 Purpose and Intent of Section.

A. PURPOSE. The general purpose of this Section is to set forth stormwater requirements and criteria that will diminish the threats to public health, safety, welfare, and the aquatic environment due to runoff of stormwater from land development activity. Specific purposes are to:

(1) Further the maintenance of safe and healthful conditions.

(2) Prevent and control the adverse effects of stormwater, prevent and control soil erosion, prevent and control water pollution, protect spawning grounds, fish, and aquatic life.

(3) Assure the safe capacity of existing drainage facilities and receiving water bodies; prevent undue channel erosion; control increases in the scouring and transportation of particulate matter; prevent conditions that endanger downstream property.

(4) Control building sites, placement of structures, and land uses, and promote sound economic growth.

B. INTENT. The intent of this Section is to manage the long-term, post- construction stormwater discharges from land development activities. Where such system plans have been developed and approved by the Village, it is the intent that all land development activities will include stormwater management measures that meet performance standards set forth in those approved plans. Where such stormwater management system plans have not been developed or approved, it is the intent of the Village that the generic stormwater management standards set forth be applied unless otherwise excepted by the Department of Public Works.

§ 13-66 Definitions.

AGRICULTURAL means the planting, growing, cultivating, and harvesting of crops; growing and tending of gardens, and trees; harvesting of trees.

CEASE AND DESIST ORDER means a court issued order to halt land developing activity that is being conducted without the required permit.

COMMON PLAN OF DEVELOPMENT OR SALE means all lands included within the boundary of a certified survey or subdivision plat created for the purpose of development or sale of property where multiple separate and distinct land developing activity may take place at different times and on different schedules.

DESIGN STORM means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency, and total rainfall depth.

DISCHARGE VOLUME means the quantity of runoff discharged from the land surface as the result of a rainfall event.

FEE IN LIEU means a payment of money to the Village in place of meeting all or part of the stormwater performance standards required by this Section.

FINANCIAL GUARANTEE means a performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to the Village by the permit holder to assure that requirements of this Section are carried out in compliance with the stormwater management plan.

GROSS AGGREGATE AREA means the total area, in acres, of all land located within the property boundary containing the land development activity.

GROUNDWATER ENFORCEMENT STANDARD means a numerical value expressing the concentration of a substance in groundwater which is adopted under Sec. 160.07 Wis. Stats. and Sec. NR 140.10 or Sec. 160.09 Wis. Stats., and Sec. NR 140.12.

GROUNDWATER PREVENTIVE ACTION LIMIT means a numerical value expressing the concentration of a substance in groundwater which is adopted under Sec. 160.15 Wis. Stats., and Sec. NR 140.10, 140.12, or 140.20.

IMPERVIOUS SURFACE means a surface that releases the rainfall as surface runoff during a large portion of the design rainfall event. Rooftops, sidewalks, parking lots, and street surfaces are examples of impervious surfaces.

INFILTRATION means the process by which rainfall or surface runoff percolates or penetrates into the underlying soil.

LAND DEVELOPMENT ACTIVITY means any construction or re- development of buildings, roads, parking lots, paved and unpaved storage areas, and similar facilities, but not including agricultural activity.

MAINTENANCE AGREEMENT means a legal document that is filed with the Milwaukee County Register of Deeds as a property deed restriction, and which provides for long-term maintenance of stormwater management practices.

NON-STORM DISCHARGE means a discharge to the storm sewer system created by process other than stormwater runoff.

NON-STRUCTURAL MEASURE means a practice, technique, or measure to reduce the volume, peak flow rate, or pollutants in stormwater that does not require the design or installation of fixed stormwater management facilities.

OFF-SITE means located outside the property boundary described in the permit application for land development activity.

OTHER THAN RESIDENTIAL DEVELOPMENT means development of the following land uses: commercial; industrial; government and institutional; recreation; transportation, communication, and utilities.

ON-SITE means located within the property boundary described in the permit for the land development activity.

PEAK FLOW DISCHARGE RATE means the maximum rate at which a unit volume of stormwater is discharged.

PERVIOUS SURFACE means a surface that infiltrates rainfall during a large portion of the design rainfall event. Well-managed lawns, fields and woodlands are examples of pervious surfaces.

POST-CONSTRUCTION STORMWATER DISCHARGE means any stormwater discharged from a site following the completion of land disturbing construction activity and final site stabilization.

POST-DEVELOPMENT CONDITION means the extent and distribution of land cover types, anticipated to occur under conditions of full development that will influence stormwater runoff and infiltration.

PRE-DEVELOPMENT CONDITION means the extent and distribution of land cover types present before the initiation of land development activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.

PRE-TREATMENT means the treatment of stormwater prior to its discharge to the primary stormwater treatment practice in order to reduce pollutant loads to a level compatible with the capability of the primary practice.

RESIDENTIAL DEVELOPMENT means that which is created to house people, including the residential dwellings as well as all attendant portions of the development including lawns, driveways, sidewalks, garages, and access streets. Residential development includes single family, multi-family, apartments, and trailer parks.

SITE RESTRICTION means any physical characteristic which limits the use of a stormwater best management practice as prescribed in the "Storm Water Post-Construction Technical Standards."

STOP WORK ORDER means an order issued by the Building Inspector that all construction activity on the site be stopped.

STORMWATER MANAGEMENT PLAN means a document that identifies what actions will be taken to reduce stormwater quantity and pollutant loads from land development activity to levels meeting the purpose and intent of this Section.

STORMWATER MANAGEMENT SYSTEM PLAN is a comprehensive plan developed to address stormwater drainage and non-point source pollution control problems on a watershed or sub-watershed basis, and which meets the purpose and intent of this Section.

STORMWATER RUNOFF means that portion of the precipitation falling during a rainfall event, or that portion of snowmelt, that runs off the surface of the land and into the natural or artificial conveyance or drainage network.

STRUCTURAL MEASURE means source area practices, conveyance measures, and end-of-pipe treatment that are designed to control stormwater runoff pollutant loads, discharge volumes, and peak flow discharge rates.

SURFACE WATER means a "navigable" body of water as that term is defined in Section 281.31(2)(d) Wis. Stats. as amended from time to time.

VILLAGE PERSONNEL or AUTHORIZED PERSONNEL means employees of the Village of Whitefish Bay or those agents authorized by the Village Board to implement these stormwater management.

GREEN INFRASTRUCTURE means a stormwater management system or combination of systems that uses vegetation, soils and natural processes to mimic nature's ability to soak up and store stormwater.

VEGETATED CONTROL MEASURES means vegetated swales, bioretention areas, rain gardens, amended soil landscape areas, pocket wetlands, or similar practices that are designed and intended to provide stormwater treatment and control. regulations.

WATERS OF THE STATE means those portions of Lake Michigan and Lake Superior within the boundaries of Wisconsin, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within the State or its jurisdiction.

§ 13-67 Stormwater Management Plan and Facilities Required.

A. PLAN AND FACILITIES REQUIRED. No person shall proceed with any residential, commercial, industrial, or institutional land development or redevelopment, or with the land division of property without providing appropriate stormwater management facilities that adequately control stormwater runoff from such development or subdivided property. A site-specific stormwater management plan must be submitted and approved by the Village before any required new stormwater management facilities are constructed, unless exempted or waived pursuant to the provisions of this Section. An approved site-specific stormwater management plan is also required before an existing drainage system is relocated, deepened, widened, enlarged, filled, obstructed, or otherwise altered in preparation for land use development or land division of

property. The plan must be submitted and approved before any land development is commenced or a land subdivision plat or by the Village certified survey map approved and recorded.

B. Public Easements shall overlay all public storm sewers, ditches and swales not located in Village owned right of way. All public drainage easements shall be labeled as "Public Drainage Easements" on plats of survey, site plans, and as-built drawings.

§ 13-68 Applicability.

A. APPLICABILITY. This Section applies as set forth below to land development activities that meet applicability criteria specified in this Section. This Section also applies as set forth below to land development activities that are smaller than the minimum applicability criteria if such activities are part of a larger common plan of development or sale that meets any of the following applicability criteria, even through multiple separate and distinct land development activities may take place at different times on different schedules:

(1) Applicability requirements listed in the current publication of Chapter 13 Surface Water and Stormwater of the Milwaukee Metropolitan Sewerage District Rules.

(2) Applicability requirements listed in the current publication of Chapter NR 151 Runoff Management, Subchapter III - Non-Agricultural Performance Standards.

(3) For phased developments, the cumulative effect of all phases shall be considered.

(4) Land development activity of any size that, as determined by majority vote of the Village Board after consulting with the Village Engineer and the Department of Public Works, is likely to result in stormwater runoff which exceeds the safe capacity of existing Village owned drainage facilities or receiving surface waters, which causes undue channel erosion, unreasonably increases surface water pollution by scouring or the transportation of particulate matter, or endangers downstream property on a surface water.

B. JURISDICTION. This Section applies to all lands and waters, and all land development activities within boundaries of the Village of Whitefish Bay.

C. EXEMPTIONS. The following activities are exempt from stormwater management plan requirements:

(1) Exemptions from Discharge Quantity requirements shall be those listed in the current publication of Chapter 13 (Surface Water and Stormwater) of the Milwaukee Metropolitan Sewerage District Rules.

(2) Exemptions from Discharge Quality requirements shall be those listed in Chapter NR 151 Runoff Management, Subchapter III - Non-Agricultural Performance Standards.

(3) Facilities, or portions thereof, for which a Special Exception is granted pursuant to Section 16.20 of the Zoning Code.

§ 13-69 Stormwater Management Standards.

A. STORMWATER MANAGEMENT CRITERIA.

(1) The site-specific stormwater management system plan required under the provisions of this Section shall be designed in accordance with good engineering practice. The specific methods to be used in the calculation of peak rates of discharge, volumes, and water quality conditions and of the hydraulic capacities of storage and conveyance facilities shall be left to the judgment of the professional engineer preparing the plan subject, however, to the approval of the Village.

(2) The stormwater management plan should consider an analysis of at least two green infrastructure BMPs appropriate for the site as compared to the use of traditional BMPs only. If green infrastructure BMPs are not proposed, the analysis should include a Wisconsin professional engineer's statement as to why green infrastructure BMPs are not suitable or recommended for the stormwater management plan.

B. STORMWATER DISCHARGE QUANTITY STANDARDS.

(1) The conveyance and storage facilities incorporated into the site-specific stormwater management system plan required under this Section shall be designed as an integral part of complementary minor and major subsystem.

(2) The minor subsystem shall be designed to avoid nuisance flooding of streets and yards and shall accommodate the peak rate of runoff from rainfall events up to and including the 10-year recurrence interval event. The rainfall intensity shall be determined based on appropriate times of concentration from relationships established and published by NOAA Atlas 14, Precipitation-Frequency Atlas of the US, Volume 8, Version 2.0: Midwestern States, Published in 2013.

(3) The complementary major subsystem shall consist of the public streets and interconnected flow paths to the streets and from the streets to receiving streams and watercourses. The major system shall be designed to accommodate peak rates of discharge from rainfall events up to and including the 100-year recurrence interval event without inundation of exposed basements, building basement window wells, basement entryways, or the first floors of buildings, utilizing a one-foot freeboard.

(4) Unless otherwise provided for, all land development activities subject to this Section shall establish on-site management practices to control the peak flow rates of stormwater discharged from the site. On-site management practices shall be used to meet the following minimum performance standards:

C. PEAK FLOW DISCHARGE

(1) Discharge Quantity Management requirements shall be those listed in the current publication of Chapter 13 (Surface Water and Stormwater) of the Milwaukee Metropolitan Sewerage District Rules:

(2) The area included in discharge limit calculations in the form of cfs/acre shall consist of the entire portion of the site draining to the discharge location under consideration.

(3) Green Infrastructure BMPs, including vegetated control measures, are permissible means for achieving peak discharge requirements.

(4) If the land development site or the proposed stormwater management facility currently receives or is proposed to receive surface runoff originating from off-site tributary watershed areas, the stormwater management criteria shall only apply to the portion of the total runoff that originates from the land being developed.

(5) Any stormwater management pond shall fully contain the runoff from the tributary watershed area during the 100-year, 24-hour rainfall with a SCS TYPE II distribution under the post-development conditions. The tributary watershed area consists of all on-site and off-site areas draining to the pond.

(6) Emergency overland flow for all stormwater facilities shall be provided to prevent exceeding the safe capacity of downstream drainage facilities and prevent endangerment of downstream property or public safety.

(7) If surface runoff leaves the site at more than one location, discharge at each location must individually meet the standards set forth in this Section. The discharge comparisons shall be made at stormwater conveyance facilities (i.e., ditches, culverts, storm sewers, stormwater detention ponds, channels, streams, etc.) that are located immediately downstream of each discharge location of the land development site.

(8) Impacts to the hydraulic performance of downstream conveyance or storage facilities shall be avoided. Where such changes are proposed, the impact of the proposal on existing stormwater detention ponds shall be assessed using a methodology acceptable to the Village.

(9) All stormwater runoff conveyance facilities within the boundaries of the property that is being developed shall be sized to adequately carry the runoff from a 10-year recurrence interval rainfall of 0.5, 1, 6, or 12-hour duration, depending on the duration that results in the most critical peak runoff rate from the area under consideration. In some cases, less sophisticated computation methods such as the Rational Method may be used with prior written Village approval.

(10) For storms exceeding the design capacity of the conveyance system, overland drainage routes shall direct the excess runoff to any stormwater management pond proposed for the site.

(11) When the Soil Conservation Service TR-55 Method is used to calculate peak flow discharge rates and runoff volumes for the pre- development condition, NRCS curve numbers shall be used. When other methods for computing runoff are used, they shall assume comparable runoff conditions.

D. STORMWATER DISCHARGE QUALITY STANDARDS. Unless otherwise provided, all land development activities subject to this Section shall establish on-site management practices to control the quality of stormwater discharged from the site. On-site management practices shall be used to meet the following minimum standards:

(1) Discharge Quality Management requirements shall be those listed in Chapter NR 151 Runoff Management, Subchapter III - Non-Agricultural Performance Standards.

(2) Stormwater Quality ponds shall be designed and constructed in accordance with Storm water post-construction technical standards.

(3) Stormwater discharges shall be pre-treated prior to infiltration where necessary to prolong maintenance of the infiltration practice and to prevent discharge of stormwater pollutants at concentrations that will result in exceedances of groundwater preventive action limits or enforcement standards established by the Department of Natural Resources in NR 140 Wisconsin Administrative Code as amended from time to time. Stormwater shall not be injected underground through excavations or openings that would violate NR 812.05 Wis. Admin. Code as amended from time to time.

(4) Only Green Infrastructure BMPs that do not clog are permissible for achieving total suspended solids requirements.

E. INFILTRATION

(1) Infiltration requirements shall be those listed in Chapter NR 151 Runoff Management, Subchapter III - Non-Agricultural Performance Standards.

(2) Infiltration Exclusions shall be those listed in Chapter NR 151 Runoff Management, Subchapter III - Non-Agricultural Performance Standards.

(3) Infiltration Exemptions requirements shall be those listed in Chapter NR 151 Runoff Management, III - Non-Agricultural Performance Standards.

(4) Green Infrastructure BMPs are permissible means for achieving infiltration requirements.

F. EXCEPTIONS. The Village Board may establish stormwater management requirements either more or less stringent than those set forth in this subsection, provided that at least one of the following conditions apply:

(1) The Department of Public Works determines that a higher level of protection is needed to protect sensitive resources.

(2) The Department of Public Works determines that a higher level of protection from flooding is required to protect the public health and safety.

(3) The Department of Public Works determines that more restrictive discharge controls are needed because existing downstream conveyance or storage facilities are or will be rendered inadequate as a result of development activity.

(4) The Department of Public Works determines that the land development activity is covered by an approved stormwater management system plan that contains management requirements consistent with the purpose and intent of this Section.

(5) Provisions are made to manage stormwater by an off-site facility, provided that all of the following conditions for the off-site facility are met:

a. The facility is in place,

b. The facility is designed and adequately sized to provide a level of stormwater control equal to or greater than would be provided by on-site practices meeting the requirements of this Section.

c. The facility has a legally obligated entity responsible for its long-term operation and maintenance.

d. The Department of Public Works finds that meeting the minimum on-site management requirements of this Section is not feasible due to space or site restrictions.

G. FEE IN LIEU OF ON-SITE STORMWATER MANAGEMENT PRACTICES. Where the Village Board waives all or part of the minimum on-site stormwater management requirements under this Section, the applicant may be required to pay a fee in an amount determined by the Village Board. To assist the Village Board in setting the fee, the Department of Public Works shall recommend an equitable distribution of the cost for land, engineering design, construction, and maintenance of stormwater management practices needed to serve the land development.\

H. FUELING AND VEHICLE MAINTENANCE AREAS. Fueling Area Performance Standard shall be those listed in Chapter NR 151 Runoff Management, Subchapter III - Non-Agricultural Performance Standards.

§ 13-70 Permitting Requirements, Procedures and Fees.

A. PERMIT REQUIRED. No landowner or land operator may undertake a land development activity subject to this Section without receiving a permit from the Department of Public Works prior to commencing the proposed activity.

B. PERMIT APPLICATION, FEES, AND COSTS. Unless specifically excluded by this Section, any landowner or operator desiring a permit shall submit to the Village a permit application made on a form provided.

(1) Unless otherwise excepted by this Section, a permit application must be accompanied by the following in order that the permit application be considered by

the Department of Public Works: a stormwater management plan, a maintenance agreement, and a non-refundable permit administration fee.

(2) The stormwater management plan, maintenance agreement financial guarantee and fees shall meet the requirements of this Section.

(3) The Applicant shall reimburse the Village for all of the Village's costs and expenses incurred (including professional and attorneys' fees) in reviewing the application.

C. REVIEW AND APPROVAL OF PERMIT APPLICATION. The Department of Public Works shall review any permit application that is submitted with a stormwater management plan, maintenance agreement, and the required fees and make a recommendation to the Village Board for approval, approval with modifications, or denial. The following procedure shall be used:

(1) Within 30 business days of the receipt of a complete permit application, including all items as required by this subsection, the Department of Public Works shall inform the applicant whether the application, plan and maintenance agreement are approved or disapproved.

(2) If the stormwater permit application, plan and maintenance agreement are approved, or if an agreed upon payment of fees in lieu of stormwater management practices is made, the Department of Public Works shall issue the permit.

(3) If the stormwater permit application, plan or maintenance agreements are disapproved, the Department of Public Works shall detail in writing of the reasons for disapproval.

(4) If additional information is submitted, the Department of Public Works shall have 15 business days from the date the additional information is received to inform the applicant that the plan and maintenance agreement are either approved or disapproved.

(5) All permits require Village Board approval.

D. PERMIT CONDITIONS. All permits issued under this Section shall be subject to the following conditions, and holders of permits issued under this Section shall be deemed to have accepted these conditions. The Department of Public Works may suspend or revoke a permit for violation of a permit condition, following written notification of the permittee. An action to suspend or revoke this permit may be appealed in accordance with this Section.

(1) Compliance with this permit does not relieve the permit holder of the responsibility to comply with other applicable federal, state, and local laws and regulations.

(2) The permit holder shall design and install all structural and non- structural stormwater management measures in accordance with tile approved stormwater management plan and this permit.

(3) The permit holder shall notify the Village at least 3 working days before commencing any work in conjunction with the stormwater management plan, and within the next working day upon completion of the stormwater management practices. If required as a special condition, the permit holder shall make additional notification according to a schedule set forth by the Village so that practice installations can be inspected during construction.

(4) Practice installation required as part of this Section shall be certified "as-built" by a licensed professional engineer. Completed stormwater management practices must pass a final inspection to determine if they are in accordance with the approved stormwater management plan and this Section. The Village shall notify the permit holder in writing of any changes required in such practices to bring them into compliance with the conditions of this permit.

(5) The permit holder shall notify the Village of any significant modifications it intends to make to an approved stormwater management plan. The Village may require that the proposed modifications be submitted for approval prior to incorporation into the stormwater management plan and execution.

(6) The permit holder shall maintain all stormwater management practices in accordance with the stormwater management plan until the practices are transferred to subsequent private owners as specified in the approved maintenance agreement.

(7) The permit holder authorizes the Village to perform any work or operations necessary to bring stormwater management measures into conformance with the approved stormwater management plan, and consents to a special assessment or charge against the property as authorized under Sec. 66.0627 Wis. Stats. as amended from time to time, or to charging such costs against the financial guarantee posted under this Section.

(8) If so directed by the Village, the permit holder shall repair at the permit holder's own expense all damage to adjoining municipal facilities and drainage ways caused by stormwater runoff, where such damage is caused by activities that are not in compliance with the approved stormwater management plan.

(9) The permit holder shall permit property access to the Village personnel for the purpose of inspecting the property for compliance with the approved stormwater management plan and this permit.

(10) Where a stormwater management plan involves changes in direction, increases in peak rate and/or total volume of runoff from a site, the Village may require the permittee to make appropriate legal arrangement with adjacent property owners concerning the prevention of endangerment to property or public safety.

(11) The permit holder is subject to the enforceable actions detailed in this Section if the permit holder fails to comply with the terms of this permit.

E. PERMIT DURATION. Permits issued under this section shall be valid from the date of issuance through the date the Village notifies the permit holder that all stormwater management practices have passed the final inspection required under the Permit.

§ 13-71 Stormwater Management Plan Contents.

A. PLAN REQUIREMENTS. The stormwater management plan required under this Section shall contain any information the Village may need to evaluate the environmental characteristics of the area affected by land development activity, the potential impacts of the proposed development upon the quality and quantity of stormwater discharges, the potential impacts upon water resources and drainage utilities, and the effectiveness and acceptability of proposed stormwater management measures in meeting the performance standards set forth in this Section.

The plan shall include computations of peak flow rates and discharge volumes at each point of discharge into and out of the site concerned under existing and planned development and redevelopment conditions. The data shall include times of concentration to key junctions in flow paths and to points of discharge into and out of the site.

The plan shall consist of narrative descriptions and explanations; maps, charts, and graphs; tables; photographs; supporting calculations; and references to recognized engineering text and manuals as may be necessary to provide a clear and concise description of the plan. The sources of maps and data presented in the plan shall be identified.

For phased developments, the site development stormwater management plan shall consider the cumulative effect of all phases.

Unless specified otherwise by this Section, stormwater management plans shall contain at a minimum the following information:

(1) Name, address, and telephone number for the following or their designees: landowner; developer; project engineer for practice design and certification; person(s) responsible for installation of stormwater management practices; person(s) responsible for maintenance of stormwater management practices prior to the transfer, if any, of maintenance responsibility to another party.

(2) A proper legal description of the property proposed to be developed referenced to the U.S. Public Land Survey system or to block and lot numbers with a recorded land subdivision plat.

B. PRE-DEVELOPMENT SITE CONDITIONS. The plan shall include a map and description of the existing conditions of the site concerned including:

(1) A map of the site at a scale of 1 inch equals 100 feet or larger showing the property boundaries referenced to the U. S. Public Land Survey system or to a lot and block of a recorded subdivision plat; the topography of the site including contours shown at an interval of 2 feet or less, together with such spot elevations as may be necessary; the contours and spot elevations shall be referenced to the National Geodetic Vertical Datum of 1929, or to Village Datum with prior written approval from the Village.

(2) The hydrologic and hydraulic characteristics of the site including drainage flow paths and directions of flow onto, though, and out of the site; related drainage basin boundaries, including off-site tributary areas; times of concentration.

(3) The location of areas where stormwater may collect or percolate into the ground.

(4) Locations where runoff enters the site from adjacent tributary areas together with the size of those areas expressed in acres.

(5) Locations where runoff leaves the site and the contributing watersheds to each of these locations expressed in acres.

(6) 2-year, 24-hour, SCS TYPE II peak runoff rate at each location where runoff leaves the site, expressed in cubic feet per second.

(7) Ground water elevations referred to the National Geodetic Vertical Datum of 1929 or to Village Datum with prior written approval from the Village.

(8) Soils by hydrologic group.

(9) Cover type and condition.

(10) Location and extent of impervious surfaces, including type and condition of the surfaces.

(11) Locations and outlines of all buildings or other structures.

(12) Location of all receiving bodies of surface water on or within 100 feet of the site into which stormwater flows.

(13) Locations and size of wetlands on or within 100 feet of the site. Wetland boundary delineation shall be made in accordance with Wis. Adm. Code NR 103.08 (1m).

(14) Location and extent of the 100-year recurrence interval flood hazard area associated with any perennial stream or watercourse on or within 100 feet of the site.

(15) Information regarding current water quality objectives and current water quality conditions in any perennial watercourses located on or within 100 feet to the site.

(16) Locations, sizes, and elevations of all existing storm sewers, channels, ditches, detention or retention ponds, or other engineered drainage facilities on or within 100 feet of the site; the elevations being referred to the National Geodetic Datum of 1929 or to Village Datum with prior written approval from the Village.

C. PROPOSED POST-DEVELOPMENT SITE CONDITIONS. The plan shall describe the alterations proposed at to the site and the resulting proposed post-development conditions. The description shall include:

(1) Explanation of the provisions to preserve and use natural topography and land cover features to minimize changes in peak flow runoff rates and volumes to surface waters.

(2) Proposed changes in the planimetry of the site, and in the topography of the site by contours having the same contour interval and referred to the same datum as used to present the topography of the existing site conditions.

(3) The location and outline of all proposed buildings or other structures.

(4) Changes in the location, extent and type of impervious surfaces.

(5) The location and extent of areas where vegetation is to be disturbed or planted.

(6) Impacts on existing natural storage or infiltration areas.

(7) Changes in the drainage flow paths into, through, and out of the site, and related changes in drainage basin boundaries.

(8) The location, elevations, and sizes of all proposed minor and major stormwater management facilities; the former including all storm sewers and inlets, and the latter including curbed roadways, roadway ditches, culverts, storage facilities, and interconnected flow paths; all elevations being referred to the National Geodetic Vertical Datum of 1929 or to Village Datum with prior written approval from the Village.

(9) Any changes to lakes, streams, watercourses, or wetlands on or within 100 feet of the site concerned.

(10) The location and widths of required public rights-of-way or easements needed to accommodate the recommended stormwater management facilities.

D. ANTICIPATED IMPACTS. The plan shall contain a description of the following anticipated impacts of stormwater runoff from the proposed development, redevelopment, or land division as managed by the facilities and measures recommended in the plan:

(1) Computed runoff discharge rate as indicated by Chapter 13 MMSD rules and NR 151 WDNR regulations.

(2) Computed runoff volume for the 1.5-inch, 4-hour rainfall with a Huff Distribution.

(3) All major assumptions used in developing input parameters shall be clearly stated. The computations shall be made for each discharge point in to and out of the site, and the geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s), including off-site tributary watershed areas.

(4) Changes in the locations and conveyance capacities of stormwater discharge points from and to the site concerned.

(5) Adequacy of receiving storm sewer, engineered stormwater management facility or watercourse to convey or store the anticipated peak rate of stormwater discharge from the site concerned, giving due consideration to existing and off-site flows.

(6) Changes in the location and extent of the 100-year recurrence interval flood hazard area of any perennial watercourse location within, through, or within 100 feet of, the site concerned.

(7) Results of investigations of soils and groundwater required for the placement and design of stormwater management measures.

(8) Changes in ground water elevations referred to National Geodetic Vertical Datum of 1929 or to Village Datum with prior written approval from the Village.

E. PROPOSED STORMWATER MANAGEMENT FACILITIES AND MEASURES. The plan shall include a definitive description of the proposed stormwater management facilities and measures for the control of the quantity and quality of the anticipated stormwater runoff from the proposed development, redevelopment, or land division.

All site investigations, plans, designs, computations, and drawings shall be certified as prepared in accordance with accepted current engineering practice and in accordance with "WDNR_Storm Water Post-Construction Technical Standards," "WDNR_Storm Water Construction Technical Standards," and "Standard Specifications for Sewer and Water Construction in Wisconsin."

The description of the proposed management facilities shall include:

(1) For detention and retention facilities: locations, areas, depths, volumes, inlet and outlet configurations, and elevation of the bottoms, and of key inlet and outlet control structures; all elevations being referred to National Geodetic Vertical Datum of 1929 or to Village Datum with prior written approval from the Village.

(2) For conveyance facilities: locations of inlets and manholes and associated rim and invert elevations, and pipe sizes, slope and materials; locations, elevations, and cross sections of ditches, swales and channels; and culvert sizes, inlet and outlet configurations and elevations; all elevations being referred to National Geodetic Vertical Datum of 1929 or to Village Datum with prior written approval from the Village.

(3) Design computations and all applicable assumptions for the stormwater conveyance (open channel, closed pipe, etc.) system.

(4) Detailed drawings including cross-sections and profiles of all permanent stormwater conveyance and treatment practices.

(5) Design computations and all applicable assumptions for stormwater quality practices (sedimentation type, filtration type, infiltration type) as needed to show that practices are appropriately sized to accommodate runoff from the 1.5-inch rainfall.

(6) Erosion Control Plan in accordance with the "WDNR Storm water construction technical standards," published and periodically updated by the Wisconsin Department of Natural Resources.

(7) Measures to abate any potential pollution of surface and ground waters.

(8) A schedule for the construction of the recommended stormwater management facilities and estimates of attendant capital and operation and maintenance costs.

(9) A maintenance plan developed for the life of each stormwater management practice including the required maintenance activities and maintenance activity schedule.

(10) Other information as needed by the Village to determine compliance of the proposed stormwater management measures with the provisions of this Section.

F. EXCEPTIONS. The Village may prescribe alternative submittal requirements for applicants seeking an exemption to on-site stormwater management performance standards under this Section.

§ 13-72 Maintenance Agreement.

A. MAINTENANCE AGREEMENT REQUIRED. The maintenance agreement required for stormwater management practices under this Section shall be an agreement between the Village and the permittee to provide for maintenance of stormwater practices beyond the duration period of this permit. The agreement or recordable document shall be recorded with the Milwaukee County Register of Deeds so that it is binding upon all subsequent owners of land served by the stormwater management practices.

B. AGREEMENT PROVISIONS. The maintenance agreement shall contain the following information and provisions:

(1) Identification of the stormwater facilities and designation of the drainage area served by the facilities.

(2) A schedule for regular maintenance of each aspect of the stormwater management system consistent with the stormwater management plan.

(3) Identification of the landowner(s), organization or municipality responsible for long-term maintenance of the stormwater management practices.

(4) The landowner(s), organization, or municipality shall maintain stormwater management practices in accordance with the schedule included in the agreement.

(5) The Village is authorized to access the property to conduct inspections of stormwater practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

(6) The Village shall maintain public records of the results of the site inspections, shall inform the landowner responsible for maintenance of the inspection results, and shall specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.

(7) That if the Building Inspector notifies the party designated under the maintenance agreement of maintenance problems that require correction, the specific corrective actions shall be taken within a reasonable time frame determined by the Village.

(8) The Village is authorized to perform the corrective actions identified in the inspection report if the landowner does not make the required corrections in the specified time period. The Village shall enter the amount due on the tax rolls and collect the money as a special charge against the property pursuant to Sec. 66.0627 Wis. Stats., as amended from time to time.

§ 13-73 Financial Guarantee.

A. ESTABLISHMENT OF THE GUARANTEE. The Village Board may require the submittal of a financial guarantee, the form and type of which shall be acceptable to the Village. The financial guarantee shall be in an amount determined by the Village to be the estimated cost of construction and the estimated cost of maintenance during the period which the designated party in the maintenance agreement has maintenance responsibility. The financial guarantee shall give the Village the authorization to use the funds to complete the project if the landowner defaults or does not property implement the approved stormwater management plan.

B. CONDITIONS FOR RELEASE. Conditions for the release of the financial guarantee are as follows:

(1) The Village shall release the portion of the financial guarantee established to assure installation of stormwater practices, minus any costs incurred by the Village to complete installation of practices, upon submission of "as built plans" by a licensed professional engineer. The Village may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.

(2) The Village shall release the portion of the financial security established to assure maintenance of stormwater practices, minus any costs incurred by the Village, at such time that the responsibility for practice maintenance is passed on to another entity via an approved maintenance agreement.

§ 13-74 Fee Schedule.

A. BASIS. Fees as described in this Section shall be determined by the Village Board from time to time. Fees shall be related to the costs involved in handling permit applications, reviewing plans, conducting site inspections, and administering the stormwater management program.

§ 13-75 Illicit Discharges and Unauthorized Connections.

A. DISCHARGES PROHIBITED. No person may discharge, spill or dump substances or materials which are not entirely composed of stormwater into receiving bodies of water, storm sewers of drainage facilities, or onto driveways, sidewalks, parking lots or other wares that discharge into the Village drainage system.

B. CONNECTIONS PROHIBITED. It shall be a violation of this chapter to connect a sanitary sewer pipe or drain, connect a pipe or drain that contributes pollutants associated with industrial activity; or connect any hydraulic conveyance facility that introduces non-stormwater discharges to the Village stormwater drainage system and

facilities. All such non-stormwater discharges into the Village stormwater system and facilities shall be defined as illicit discharges.

(1) Illicit discharges shall cease, desist, and be abated by the person or persons responsible within 24 hours of notice from the Building Inspector. If the person or persons responsible fail to cease, desist, and abate the illicit discharge, the Village may take such action itself and seek reimbursement in Municipal or Circuit Court or via special assessment under 66.0627 Wis. Stats.

C. EXEMPTIONS. The following activities are exempt from the provisions of this section unless found to have an adverse impact on the stormwater:

(1) Discharges authorized by a permit issued by the Wisconsin Department of Natural Resources.

(2) Discharges resulting from firefighting activities.

(3) Discharges in compliance with construction site erosion controls or stormwater management regulations contained in this Section.

(4) Facility maintenance activities undertaken by any federal, state, county, or municipal agency, such activities, however, being subject to construction erosion control measures.

(5) Discharges from uncontaminated pumped ground water, potable water source, roof drains, foundation drain and sump pump, air conditioning condensation, springs, lawn watering or irrigation, individual residential car washing, and swimming pools if the water has been dechlorinated.

D. PENALTY. Violations shall be subject to enforcement procedures and penalties set forth in this Section.

§ 13-76 Inspection, Enforcement and Penalties.

A. INSPECTION. Village personnel shall carry out inspections, investigations, and monitoring to assess and confirm compliance with the requirements of this Section.

(1) Village Personnel will inspect, conduct surveillance, and monitor the municipal drainage system and discharge outfalls on an annual basis to assess system performance and water quality. Findings of non-compliance with this Section during regular inspection, surveillance, or monitoring of the Village drainage system shall initiate further investigation to identify the source of the pollution discharge to the drainage system.

(2) Village Personnel will inspect land development activity for compliance with permit conditions as defined in this Section.

B. PUBLIC NUISANCE. The following shall be deemed to constitute public nuisances and may be prosecuted as such by the Village or by aggrieved property owners:

(1) Any development, redevelopment, or property land division that is commenced without an approved stormwater management plan as required by this Section.

(2) Any land development activity initiated after the effective date of this Section by any person, firm, association, or corporation subject to the Section provisions shall be deemed a violation unless conducted in accordance with said provisions.

(3) Any drainage facility not maintained in accordance with this Section.

(4) Any illicit discharge as defined in this Section to the Village stormwater drainage system and facilities.

(5) Any activity that adversely impacts on surface or ground water quality or endangers the health and safety of the public.

C. COMPLIANCE ORDER. The Building Inspector shall notify the responsible owner or operator by certified mail of any non-complying activity. The notice shall describe the nature of the violation, remedial actions needed, a schedule for remedial action, and additional enforcement action that may be taken.

(1) Upon receipt of written notification from the Building Inspector, the responsible owner or operator of the non-complying activity or property shall make corrections as necessary to meet the requirements set forth in this ordinance.

(2) If the permit holder or the person(s) in violation of this Section continue non-compliant practices, Village Personnel may enter upon the land and perform the work or other operations necessary to bring the said activity into conformance with requirements of this Section. The Village shall keep a detailed accounting of the costs and expenses of performing this work. If applicable, these costs and expenses shall be deducted from any financial security posted pursuant to this Section. Where such a security has not been established, or where such a security is sufficient to cover these costs, the costs and expenses shall be entered on the tax roll as a special charge against the property and collected with any other taxes levied thereon for the year in which the work is completed.

(3) The Building Inspector is authorized to post a stop order on all activity in violation of this Section, or to request the Village attorney to obtain a cease and desist order.

(4) If the violations to this Section are likely to result in damage to private properties, public facilities, or waters of the state, Village Personnel may take emergency actions necessary to prevent such damage. The costs incurred by the Village plus interest and legal costs shall be billed to the owner of title of the property.

(5) The Department of Public Works may revoke a permit issued under this Section for non-compliance with this Section.

(6) Any person, firm, association, or corporation who does not comply with the provisions of this Section shall be subject to a forfeiture of not less than $50.00 nor more than $1,000.00 per offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense.

(7) Compliance with this Section may be enforced by injunction, citation, and abatement of nuisance or other appropriate and available remedy. It shall not be necessary to prosecute for forfeiture before resorting to injunctional proceedings.

§ 13-77 Appeals.

A. BOARD OF APPEALS. The Board of Appeals created pursuant to Section 16.20 of the Municipal Code as authorized by Sections 62.23(7)(e) and 68. 11, Wis. Stats. as amended from time to time:

(1) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the Village in administering this Section.

(2) Upon appeal, may authorize variances from the provisions of this Section which are not contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of this Section will result in unnecessary hardship.

(3) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.

(4) Shall be authorized to grant full or partial Special Exceptions pursuant to Section 16.20 of the Municipal Code.

B. WHO MAY APPEAL. Appeals to the Board of Appeals may be taken by any aggrieved party.

ARTICLE IX VIOLATIONS

§ 13-78 Penalties and Remedial Work by the Village:

A. Any person who shall violate any provision of this chapter shall be subject to a penalty as provided in Section 17.04 of this code, in addition to the specific penalties provided in this chapter. A separate offense shall be deemed committed on each day on which a violation of this chapter occurs or continues.

B. As a further remedy for violation, any provision of this Chapter, the Village Board hereby authorizes the Plumbing Inspector or designee to take such remedial action on the property as is necessary to remedy any such violation, and authorizes the Village Treasurer to place the cost of such work, including all remedial and direct and indirect costs on the property tax bills for the property in question as a special charge for current services pursuant to Section 66.06.0627 Wis. Stats.

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

Section Three: This ordinance shall take effect and be in force from and after its passage and posting.

PASSED AND ADOPTED by the Village Board of Trustees of the Village of Whitefish Bay this ___ day of _____, 2020.

VILLAGE OF WHITEFISH BAY

_____

Julie Siegel, Village President

_____

Jennifer Amerell, Village Clerk

Village of Whitefish Bay Police Department

Interoffice Memo

To:	Paul Boening Village Manager
Fr.:	Michael Young Chief of Police
Subject:	DNC Intergovernmental Agreement
Date:	Friday, March 13, 2020

It has been a common pattern amongst cities hosting the national party conventions to request assistance from outside law enforcement agencies. These requests go to neighboring, regional and out of state law enforcement agencies. Groups of City of Milwaukee Police Officers have supported the last several conventions. This agreement lists out the expectations of all participants and establishes how financial reimbursement is made. We have pledged our two officers who are participants of the North Shore Mobil Field Force to assist in the policing of the DNC in Milwaukee. The Mobil Field Force consists of several officers from each north shore law enforcement agency who have received additional training in crowd control response. As the 2 officers will be reimbursed by the City of Milwaukee we will have funds to replace these officers on our schedule as needed.

Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin

Village of Whitefish Bay

This Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of February 19, 2020, (the "Effective Date") by and between the City of Milwaukee, Wisconsin ("City") and the Village of Whitefish Bay (the "Agency") for the provision of law enforcement services to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention delegates, dignitaries, media and the general public.

1. Definitions.

"Agreement" means this Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

"Agency" is defined in the introductory paragraph of this Agreement.

"Agency Commanding Officer" means the member of Agency Personnel designated by Agency to receive assignments from the City MPD Commanding Officer, to coordinate Agency Personnel in such a manner as to carry out those assignments, and to receive and respond to such administrative requests as City MPD deem necessary to fulfill the requirements of the Security Plan and fulfill the requirements of the federal security grant under which Agency will serve as a subrecipient. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

"Agency Personnel" means all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency's obligations under this Agreement. "Agency Personnel" includes, but is not limited to, Agency's LEOs.

"Agency Emergency Event" means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency's jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

"City" is defined in the introductory paragraph of this Agreement. "City" includes City MPD.

"City MPD" means the City of Milwaukee Police Department, a department of the City.

"City MPD Commanding Officer" means any of the following City MPD chain of command: Chief of Police Alfonso Morales, Asst. Chief Michael Brunson, or their designees. The City may amend this list of individuals at any time by providing notice to the Agency In Writing.

"City MPD Policies" means City MPD's Code of Conduct and standard operating procedures, along with those state and local laws regulating police services in the State of Wisconsin and the City of Milwaukee, as may be amended from time to time. City MPD's Code of Conduct and standard operating procedures are available online at *https://city.milwaukee.gov/Directory/police/About-MPD/Code-of-Conduct.htm#.XMhwordKiUk.*

"Convention" means the 2020 Democratic National Convention scheduled to take place from July 13 to 16, 2020, for which the City has been selected as the host city.

"Convention Facilities" means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

"Convention Security Period" means the time period set forth in the Security Plan during which Agency's law enforcement services are required to supplement the City's law enforcement services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately July 10, 2020 through July 20, 2020.

"DNC" means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

"Effective Date" is defined in the introductory paragraph of this Agreement.

"Host Committee" means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

"In Writing" means a written document signed by the City MPD Commanding Officer(s) utilizing forms attached hereto as Exhibit D. PDF signatures are acceptable. E-mail authorizations are "In Writing" only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not "In Writing" and should not be used for official purposes.

"LEO" means a law enforcement officer employed by the Agency who is licensed or certified as a law enforcement officer according to the state and local laws of the Agency.

"Metropolitan Area" means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan. "Metropolitan Area" may include locations outside of what is traditionally thought of as metropolitan Milwaukee.

"Party" means either the City or Agency, individually.

"Parties" means the City and Agency, collectively.

"Security Plan" means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

"USDHS" means the United States Department of Homeland Security.

"USSS" means the United States Secret Service.

2. Authority.

2.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel. Wisconsin Statutes § 66.0303 allows a Wisconsin law enforcement agency to enter into a mutual aid agreement with a law enforcement agency of another state subject to certain statutory limitations, including the approval of the Attorney General of the State of Wisconsin. If Agency is located in a state other than Wisconsin, Agency Personnel may not act with any arrest or other police authority in Wisconsin, pursuant to Wis. Stat. 175.46.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party's governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

3. Background.

3.1. The City has been designated as the host city of the Convention by the DNC, to be held July 13 to 16, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been classified by the federal government as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MPD, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency provides law enforcement services to the Village of Whitefish Bay, Wisconsin, under the police powers and law enforcement authority granted under applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MPD Commanding Officer.

4. Organizational Structure.

4.1. Unified Law Enforcement Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City MPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MPD is the Lead Local Law Enforcement Agency. City MPD is the lead local law enforcement agency for purposes of Convention security and law enforcement. City MPD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MPD as necessary, or upon request of Agency.

4.3. City MPD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MPD Policies. City MPD will identify the relevant City MPD Policies within the training materials City MPD will provide to Agency on or before April 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel, and shall train Agency Personnel on those City MPD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MPD Policies, Agency will instruct its Agency Personnel to follow City MPD Policies with respect to the services provided by Agency hereunder.

5. Agency Responsibilities.

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MPD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MPD, and in conformance with the deadlines specified by City MPD. City MPD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MPD will need to accommodate the schedules of many different agencies.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to assignments in which Agency Personnel are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency Personnel shall be determined solely by City MPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by City MPD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MPD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of City MPD Commanding Officer and the requirements of the Security Plan shall control. Any refusal to accept an assignment may result in Agency not being reimbursed for personnel costs under Section 7 of this Agreement.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MPD Commanding Officer, Agency Personnel shall be placed in an "on duty" status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MPD presently expects to provide a tactical operating and briefing manual to Agency Personnel as they arrive in the City,

which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MPD, the City Comptroller, and the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency's performance under this Agreement or any matter in which Agency Personnel is identified by City MPD as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank.]

5.7. Agency Personnel Names to be Sent to City MPD. Agency will provide to City MPD a list of all Agency Personnel that Agency intends to provide under this Agreement at least two months before the first scheduled training session, presently scheduled for April 1, 2020. The list shall be provided in the following format attached as Exhibit A. An electronic version of this spreadsheet will be made available upon request.

5.8. LEO Criteria. Each of the LEOs provided by Agency shall meet the following criteria:

5.8.1. Each LEO must be duly licensed or certified as a law enforcement officer or equivalent by the State of Wisconsin or by the authority of the state in which the Agency is located. Statutory certification requirements for Agency LEOs shall be forwarded to the City MPD with the list of all Agency Personnel required by Section 5.7.

5.8.2. Each LEO, by reason of experience, training and physical fitness must be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

5.8.3. Each LEO participating in crowd control or management assignments as part of the Major Incident Response Team, as determined by City MPD, must have completed Mobile Field Force training or its equivalent and will complete other training as required by City MPD or USSS based upon the LEO's Convention assignment.

5.8.4. Each LEO must have been employed as a licensed or certified police officer for a minimum of two years by the Agency.

5.8.5. Each LEO must be an officer in good standing with the Agency. The Agency shall promptly notify the City MPD in the event that any LEO is no longer an officer in good standing with the Agency and the Agency shall remove that LEO from the list of Agency Personnel.

5.8.6. No LEO may have (i) been sued in an individual capacity in the last three years and adjudicated as liable for violations of the first amendment of the U.S. Constitution, or (ii) have any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

5.9. Agency Personnel Equipment.

5.9.1. Each LEO shall be equipped by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon, radio, a device that contains oleoresin of capsicum, an electronic control device, and a personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Convention Facilities any other chemical or other non-lethal munitions except as provided by City MPD unless authorized by City MPD.

5.9.2. A complete, sanctioned, equipment list will be provided to Agency as part of the preparatory materials provided by City MPD no later than April 1, 2020. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MPD in writing no later than June 1, 2020, and (b) City MPD consents In Writing to the use of the requested additional equipment.

5.9.3. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.10. City MPD Can Decline Agency Personnel. At any time during the term of this Agreement, City MPD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MPD declines assignment or deployment of Agency Personnel due to no fault of Agency or Agency Personnel, City MPD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7 of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in Section 14 of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MPD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

6. City Responsibilities. In addition to its lead local law enforcement responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel as determined necessary by City MPD and USSS. Training will include the provision of preparatory materials and training according to the schedule described in Section 4.3.

6.2. Transportation and Food. Agency Personnel will commute to and from the City on the days they are assigned to provide services for the Convention. The commute will be to a location designated by the City MPD Commanding Officer based upon Agency Personnel's assignment each day. City will provide food for Agency Personnel while on duty. City MPD will provide food location assignments to Agency prior to the Convention Security Period. City will not provide lodging to Agency Personnel due to Agency's proximity to the Metropolitan Area.

6.3. Procuring Insurance. City is in the process of procuring a law enforcement liability insurance policy to cover certain liabilities of the Parties associated with the Convention. Said insurance policy will include coverage for the Agency and the Agency Personnel supplied to City for the purpose of fulfilling Agency's obligations under this Agreement for the Convention. Certificates of insurance shall be provided to Agency prior to the Convention Security Period. In the event that the policy cannot be procured before the Convention Security Period, City will notify Agency in writing.

7. Payment Terms.

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either

through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Upon the City receiving the federal grant described in Section 7.4, below, Exhibit B may be updated to match the then-current federal regulations for the federal grant. The City expects to be awarded the federal grant in early 2020. Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection (1) of this Section 7.1, are incurred at Agency's own risk.

7.1.1. *Payment for Agency Personnel Time.* Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training for each Agency Personnel whose services are actually utilized (including "on duty status" set forth in Section 5.4, or an auxiliary status) by the City MPD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel are considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MPD Commanding Officer or designee and the time that they check out with a City MPD Commanding Officer or designee at the end of their shift. Agency Personnel are also considered to be working when they are being transported to the Convention Facility to which they are assigned before and after their shift in a vehicle authorized by City MPD. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the meeting place for City MPD transportation of Agency Personnel to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Security Period assignment unless pre-approved In Writing.

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least two months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-

exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MPD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, City may withhold a reasonable amount of any due payment until corrective action has been taken or completed. City may withhold payment for any Agency Personnel refusing to perform the work assigned by City MPD pursuant to Section 5.3 of this Agreement. This right is in addition to and not in lieu of the City's right of termination.

7.3. Failure of City to Obtain Security Grant. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City's security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity.

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a subrecipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be made available to Agency upon request after the grant is actually awarded. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

8. Law Enforcement Procedures.

8.1. No Police Authority. Unless Agency is from a municipality located in the State of Wisconsin, Agency Personnel may not act with the arrest or other police authority of a law enforcement officer of any Wisconsin law enforcement agency pursuant to Wis. Stat. 175.46. Except as provided in this Section 8.1, the services to be

provided by Agency Personnel shall be limited to security detail in accordance with the procedures and assignments that shall be provided by City MPD.

8.2. Activities. Law enforcement methods employed by the LEOs shall conform to the lawful commands of the City MPD Commanding Officer or his/her designee, City MPD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

9. Term. The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials.

10. Consideration. Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MPD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

11. Independent Contractor.

11.1. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between the City and Agency, if required by Section 13.3 of this Agreement.

11.2. Payment of Wages and Benefits for Agency Personnel. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency shall be responsible for the payment of any compensation or death benefits to

Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City shall reimburse Agency for those expenses to the extent required by state law.

11.3. Discipline / Probable Cause Matters. City shall refer disciplinary matters involving Agency Personnel to Agency. Based on the judgment of City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Milwaukee Police Department or an external law enforcement agency, as appropriate, for investigation with appropriate notice to Agency.

12. Liability.

12.1. Indemnification. The City shall indemnify Agency and Agency Personnel for liability to third parties incurred while Agency Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

13. Records.

13.1. Agency to Comply. Agency shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

13.2. Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5, below, prior to disclosure. For purposes of this Paragraph, the term "record" shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. seq*. Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4 of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4 should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

13.6. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration of the records retention period described in Section 13.4, above.

14. Early Termination.

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may withhold payment of

costs for any particular Agency Personnel if that Agency Personnel receives training from City MPD and fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency or Agency Personnel fails to cure such default within seven calendar days after the City or City MPD provides Agency with notice of such failure.

14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to March 1, 2020, upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement after March 1, 2020, only upon the occurrence of an Agency Emergency Event. If Agency terminates prior to the Convention Security Period, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement. If Agency terminates during the Convention Security Period, City shall pay to Agency only those costs, funds, or other payments for work performed by Agency prior to the moment of termination.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsec. 14.2.2 if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 7 calendar days after the Agency provides City with notice of such failure.

14.3. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

15. Governing Law. This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

16. Notices. All notices required under this Agreement shall be provided to:

To the City: Alfonso Morales
Chief of Police
749 West State Street
Milwaukee, WI 53233
MPDChief@milwaukee.gov
Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to:

Deputy City Attorney Mary Schanning
City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202
mschan@milwaukee.gov

and

Nicholas DeSiato
Chief of Staff
Milwaukee Police Department
749 West State Street
Milwaukee, WI 53233
nidesi@milwaukee.gov

To Agency: Chief Michael Young
Village of Whitefish Bay
5300 North Marlborough Drive
Whitefish Bay, WI 53217
M.Young@wfbvillage.org

17. Additional Provisions.

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

17.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq*.

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

The Parties have executed this Agreement as on the dates set forth below.

CITY OF MILWAUKEE

_____

Alfonso Morales, Chief of Police
Dated this _____ day of _____, 2020.

_____

Martin Matson, City Comptroller
Dated this _____ day of _____, 2020

Authorizing Resolution: 191192

Approved as to Form and Execution:

_____

Office of the City Attorney
Dated this _____ day of _____, 2020.

VILLAGE OF WHITEFISH BAY

_____

Julie Siegel, President
Dated this _____ day of _____, 2020.

_____

Jennifer Amerell, Clerk
Dated this _____ day of _____, 2020.

1077-2018-1850: 265280

Exhibit A

List of Agency Personnel and Commanding Officer

(Electronic version available from Captain Derrick Harris, dharri@milwaukee.gov)

Agency:	
Agency Commanding Officer:	
Date:	
Commanding Officer Signature:	

Name	Payroll ID Number	LEO Rank	Hourly Wage Rate / Overtime Rate	Hourly Fringe Benefit Cost	Mobile Field Force Training completed? yes/no

Exhibit B

(Electronic version available from Captain Derrick Harris, dharri@milwaukee.gov)

Exhibit C

(Electronic version available from Captain Derrick Harris, dharri@milwaukee.gov)

Exhibit D

Additional Expenditure Authorization Form - "In Writing"

Directions for Use of This Form: Use this form to obtain approval for additional expenditures "In Writing," pursuant to your Agency's Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin "Agreement." Please note that your agency will not be reimbursed for any expenditures that were not expressly agreed to in the expense estimate provided pursuant to Section 7.1.2 of the Agreement unless you have both (1) obtained a valid signature on this form before making the expenditure, and (2) provide the City will the supporting documentation necessary for reimbursement described in Exhibit B of the Agreement.

Agency Information	
Agency:	
Agency Personnel Completing Form:	
Date:	
Additional Expenditure Information	
Expenditure Requested:	
Reimbursable Cost:	
Vendor:	
Description/Purpose:	
Additional Memo (optional):	
City of Milwaukee Commanding Officer Approval Information	
Name:	
Rank:	
Date:	
Signature:	
Memo (optional):	

VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: President Julie Siegel & Village Board of Trustees

REPORT FROM: Paul Boening – Village Manager

DATE: March 16, 2020

AGENDA ITEM: Discussion/action on Resolution No. 3071 Declaring a Public Health Emergency in the Village of Whitefish Bay.

ACTION REQUESTED: __Ordinance _√_Resolution ___Information/Discussion

BACKGROUND

Wisconsin State Statute 323.11 authorizes local governments to declare a local state of emergency. The North Shore Comprehensive Emergency Management Plan (CEMP) also includes provisions pertaining to declaring a local state of emergency (attached). The attached Resolution (3071) complies with the requirements of State Statute 323.11.

In response to COVID-19, the Federal Government, State of Wisconsin and Milwaukee County have all declared states of emergency that correspond to their specific government functions. Whitefish Bay's declaration will enable the Village to efficiently administer the local government to meet the needs of disaster relief. The declaration will permit flexibility from certain policies, laws and procedures in the interest of public safety. From a purchasing standpoint, it will allow expenditures to be made in an expedited manner as opposed to complying with normal bidding requirements. For a comprehensive list of applicable powers, please refer to Section G of the CEMP (attached).

RECOMMENDED ACTION

To adopt resolution 3071 Declaring a Public Health Emergency in the Village of Whitefish Bay.

C: Department Heads
Attorney Jaekels

6. Despite these potentially unavoidable limitations, the North Shore municipalities will endeavor to make every reasonable effort within their capabilities to respond to the dangers and hardships imposed by emergency or disaster events, i.e., based on the situation, the information available, and the resources at hand.

7. This Plan is adopted to protect and preserve the public peace, health, safety, and welfare. Its provisions shall be liberally construed for the accomplishment of these purposes. Moreover, nothing contained in this Plan is intended to be nor shall be construed to create or form the basis for any liability on the part of the North Shore municipalities or its officers, employees or agents, for any injury or damage resulting from failure of any public official or employee to comply with the provisions of this Plan, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this Plan on the part of the North Shore municipalities by any of its officers, employees or agents.

8. The Plan is not intended to limit or restrict initiative, judgment, or independent action required to provide an appropriate and effective emergency and disaster response.

9. It is expressly the purpose of this Plan to provide for and promote the health, safety and welfare of the general public. It is not intended to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by its provisions.

G. LEGAL BASIS.

1. Wisconsin statutes provide local government, principally the Chief Elected Official, with emergency powers to control emergency situations. If necessary, the North Shore municipalities shall use these powers during emergency situations (See Basic Plan Section VI "References and Authorities). These powers include:

   a. When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, each North Shore municipality's Chief Elected Official may proclaim that a state of emergency exists for the municipality and/or issue a disaster declaration for the municipality. The municipality's Chief Elected Official or their designee may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers in order to cope with the disaster. These powers include:

      (1) To administer the municipal government effectively to meet the needs of the disaster relief. This includes the power to authorize the transfer of funds from and to individual departments and agencies until such time as this can be assumed by the governing body or the appropriate committees; serve as chief spokesman for the municipality and take all steps required to keep the public informed on protection and survival steps that may be needed; take all necessary steps to provide for the safekeeping of all county records and documents essential to the function of government; establish priorities in the procurement of supplies and services; control the resources of all municipal departments and utilize these resources to the most advantage in dealing with the emergency or recovery efforts; provide for the accounting of all emergency disbursements and review their need based on the priority of the operation; direct the resources of the municipality anywhere within the State of Wisconsin to insure the well being of municipal residents; administer the relocation of municipal government and provide for its functional ability during an emergency; appoint and direct special task groups as required for emergency operations.

      (2) To assemble all department heads for the purpose of forming an advisory body to offer advice

upon the need for and to supervise emergency services to the impacted area(s).

(3) Seek mutual aid and to contract with other units of government for the use of manpower, specialized services, and equipment.

(4) To contract on a cost basis with private industry, leasing companies or contractors for services, manpower and equipment.

(5) To order all municipal employees to immediate active duty.

(6) To order municipal departments to concentrate their manpower and equipment in a given area or areas.

(7) To authorize any municipal owned or leased property to be made available as emergency shelters, food and water dispensing areas, hospitals, morgues, bases of operations and the like.

(8) To order municipal employees and equipment to be utilized in the transportation of equipment, supplies, food, water, materials, messages and the like, from place to place to assist any governmental, American Red Cross or non-governmental organizations (NGOs) operating within the county.

(8) To suspend ordinary municipal services.

(9) Order a curfew for the general public or any segment of the general public in all or any portion of the county.

(10) To close any street, park or public facility within the municipality.

(11) To order the evacuation of citizens or take other protective actions deemed necessary.

(12) To request state disaster declarations and assistance from Milwaukee County, the Governor of the State of Wisconsin and the President of the United States, and other agencies, as appropriate.

(13) To take all steps reasonably necessary to preserve the public health, safety and welfare and property of the citizens and residents of the North Shore Municipalities.

b. A local disaster declaration activates the recovery aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance.

H. POLICIES.

1. In order to protect lives and property and in cooperation with other elements of the community (e.g. business, volunteer sector, social organizations, etc.), it is the policy of the North Shore municipalities to strive to mitigate, prepare for, respond to and recover from all natural and man–caused emergencies and disasters.

2. Because of the nature of emergencies and disasters (causing damages, interruptions and shortfalls to municipal resources), it is the policy of the North Shore municipalities that citizens are encouraged to be self–sufficient for a minimum of 72 hours should an emergency or disaster occur.

3. Wisconsin Statute Section 323 delineates the responsibility of North Shore municipal governments to protect life, property, and the environment. Local government has the primary responsibility for its own emergency management activities (CPG 1-20). When the emergency exceeds the local and County government's capability to respond, assistance will be requested from the State government. The federal government will provide assistance, via the state, when appropriate.

VILLAGE BOARD
OF THE
VILLAGE OF WHITEFISH BAY

RESOLUTION NO. 3071

A RESOLUTION DECLARING A PUBLIC HEALTH EMERGENCY IN RESPONSE TO THE COVID-19 CORONAVIRUS

The Village Board of the Village of Whitefish Bay, Milwaukee County, Wisconsin, does ordain as follows:

The Village Board of the Village of Whitefish Bay adopts the following resolution:

WHEREAS, COVID-19, a novel strain of the coronavirus, was detected in December, 2019, and has subsequently spread throughout numerous countries and the United States including Wisconsin; and

WHEREAS, international organizations, the federal, state, and local governments are all working together to contain COVID-19; and

WHEREAS, citing the World Health Organization's declaration of a Public Health Emergency of International Concern, and the United States Department of Health and Human Services declaration of a Public Health Emergency, the State of Wisconsin has declared a Public Health Emergency by Executive Order #72; and

WHEREAS, the Village of Whitefish Bay has been working to protect the community from the spread of this disease, and to prepare for the impacts it may have; and

WHEREAS, in order to protect the health and well-being of residents and visitors, the Village of Whitefish Bay must avail itself of all resources needed to respond to and contain the presence of COVID-19.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Whitefish Bay:

1. There does now exist within the Village of Whitefish Bay a public health emergency, as defined in Wis. Stat. § 323.02(16), such that the Village of Whitefish Bay declares a disaster pursuant to Wis. Stat. § 323.11 that will impair transportation, food or fuel supplies, medical care, fire, health or police protection, or other critical systems of the Village.

2. During the existence of said local emergency, the emergency management powers, functions, and duties of the Village of Whitefish Bay shall be those prescribed by federal and state law, and Village ordinances and resolutions.

3. All Village departments shall, as necessary and appropriate, work cooperatively with internal and external stakeholders and take all necessary and appropriate measures to prevent and respond to incidents of COVID-19 in the community.

4. Pursuant to Wis. Stat. § 323.11, this Health Emergency Declaration shall be in place for sixty (60) days from the signed date or until revoked or extended by Resolution.

PASSED AND ADOPTED by the Village Board of the Village of Whitefish Bay on the 16th day of March, 2020.

APPROVED:

_____
Julie Siegel, Village President

ATTEST:

_____
Jennifer Amerell, Village Clerk/Treasurer

VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: President Julie Siegel & Village Board of Trustees

REPORT FROM: Paul Boening – Village Manager

DATE: March 16, 2020

AGENDA ITEM: Discussion/action regarding organizational impacts in response to COVID-19

ACTION REQUESTED: __Ordinance __Resolution _√_Discussion/Action

BACKGROUND

In response to COVID-19, public health officials are providing guidance and directives aimed at containing the spread of the virus. This past weekend, the Director of the National Institute of Allergy and Infectious Diseases advocated for additional restrictions on outside activity. As Board members are aware, schools in Wisconsin have already closed or will close as of Wednesday (per Governor's Order). The Whitefish Bay Public Library is also closed to the public (per Library Board action).

As the number of confirmed COVID-19 cases continues to rise, I am asking the Village Board to strongly consider temporarily closing Village Hall to the public to protect the safety and welfare of Village employees and the general public and to reduce the potential for community spread. I would recommend doing so until at least Monday, April 13th, which corresponds to the Whitefish Bay School District's closure. The Village Board could revisit the topic on April 6th.

PROPOSAL

- Close Village Hall/PD Window/Building Services counter to the public effective tomorrow, 3/17/20. Public access will resume on Monday, April 13, 2020 unless modified earlier. The Village Board will revisit this issue on Monday, April 6, 2020.
- If the State of Wisconsin does not amend the requirement to provide in-person absentee voting/registration hours, Village Hall will be open solely for that purpose as follows:
  3/23, 3/24, 3/25 – 8am – Noon, 3/26 and 3/27 – 12:30pm – 4:30pm.
  3/30, 3/31, 4/1 – 8am – Noon, 4/2 and 4/3 – 1pm – 5pm.
- Village Hall, PD Administrative and Building Services staff will report to work throughout the closure period. We expect a significant number of requests for mailed ballots, which will require more staff power than usual to process. Phone lines will remain operational and staff will answer calls during normal business hours.
- The Village will promote online or mailed payment of tax bills, utility bills, citations, parking tickets, etc. Credit card processing fees have been temporarily waived.
- Utility Bills scheduled to be mailed in April will be postponed to May.

- The Village will promote mailing of building, electrical, plumbing and HVAC permit applications and fees.
- The Village will promote utilizing the online parking permit system.
- On-site building, plumbing, electrical and HVAC inspections will be limited to the greatest extent possible. Inspectors will utilize photos and other means of evidence in lieu of on-site visits when practical.
- Scheduled Municipal Court sessions will be rescheduled following review by Judge Christensen and Court Clerk Linda Small.
- Employees who are able to conduct certain activities remotely may request approval to work from home from their direct supervisor. Such requests will be reviewed and decided on a case-by-case basis in consideration of all key factors.
- This proposal does not apply to sworn Police (classified as essential for emergency purposes).
- At this time, refuse and recycling collection and other DPW services are proposed to continue subject to compliance with CDC guidelines/directives regarding social distancing, hygiene, etc. However, replacement of water meters within homes will temporarily be discontinued.
- Fees for Special Refuse/Recycling pickups will be temporarily suspended due to requirement for in-person payment of such fees.
- Tim Blakeslee (in consultation with Atty. Jaekels) will review the ability to utilize technology and phone access for Village meetings (members, applicants and public attendees) while ensuring compliance with Wisconsin's Open Meetings Laws. Upcoming meetings include:
    - ARC – Thursday, March 19th
    - Public Works Committee – Tuesday, March 31st

RECOMMENDED ACTION

To approve the COVID-19 Operational Proposal as outlined above subject to any specific modifications from the Village Board.