



Regular Village Board Meeting Agenda

December 20, 2022 – 7:00 pm
Village Hall, 235 Hickory Street, Pewaukee, WI 53072

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings/Presentations. – None.
3. Approval of Minutes of Previous Meeting.
 - Minutes of the Regular Village Board Meeting – December 6, 2022
4. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker. Speakers are asked to use the podium and state their name and address.*
5. Ordinances.
 - a. Possible Action on Ordinance No. 2022-18, An Ordinance to Amend the Current Fee Schedule for the Clerk and Police Departments
 - b. Possible Action on Ordinance No. 2022-19, An Ordinance Amending Section 2.103 of the Code of Ordinances Regarding Village Board Meeting Time
6. Resolutions.
 - a. Possible Action on Resolution No. 2022-21, A Resolution Revising EMS/Rescue Call Charges Related to Chapter 34 of the Village of Pewaukee Municipal Code
7. Old Business.
 - a. Discussion Regarding Strategic Plan Implementation Progress
 - b. Discussion and Possible Action on Employee Handbook
8. New Business.
 - a. Discussion Regarding Oakton Avenue Railroad Crossing
 - b. Discussion and Possible Action on Gifting Service Weapon to Retired Deputy Chief
 - c. Review and Direction on Findings and Recommendations Regarding Beachfront Safety
 - d. Discussion and Possible Action on Rescheduling February 21, 2023 and April 4, 2023 Village Board Meetings Due to Scheduled Elections
 - e. Discussion and Possible Action on Scheduling Special Village Board Meeting in January
 - f. Discussion and Possible Action on Authorization for Staff Car/Take Home Car for Police Chief
 - g. Monthly Approval of Checks and Invoices for all funds – November 2022
9. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker. Speakers are asked to use the podium and state their name and address.*



Regular Village Board Meeting Agenda

10. Closed Session. – The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding School Resource Officer Agreement with the Pewaukee School District; Memorandum of Understanding with the Pewaukee Police Association; and regarding Fire and EMS Agreement with the City of Pewaukee; and pursuant to Wis. Statute Section 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically regarding Village Administrator and Police Chief.
11. Reconvene Into Open Session.
 - a. Discussion and Possible Action on School Resource Officer Agreement with the Pewaukee School District
 - b. Discussion and Possible Action on Memorandum of Understanding with the Pewaukee Police Association
12. Adjournment.

Note: Notice is hereby given that a quorum of a Village Committee and/or Commission may be present at the Village Board meeting, and if so, this meeting shall be considered an informational meeting of that Committee or Commission and no formal action of that Committee or Commission shall occur. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request such assistance, contact the Village Clerk at 262-691-5660.

Posted December 16, 2022

**VILLAGE OF PEWAUKEE
VILLAGE BOARD MINUTES
December 6, 2022**

1. Call to Order, Pledge of Allegiance, Moment of Silence, and Roll Call

President Knutson called the meeting to order at approximately 7:00 p.m. The Pledge of Allegiance was recited, followed by a moment of silence.

Roll Call was taken with the following Village Board members present: Trustee Ed Hill, Trustee Bob Rohde, Trustee Kelli Belt, Trustee Chris Krasovich, Trustee Craig Roberts, Trustee Jim Grabowski, and President Jeff Knutson.

Also Present: Village Attorney, Mark Blum; Director of Parks and Recreation, Nick Phalin; Chief Tim Heier; Deputy Chief, Mark Garry; Director of Public Works, Dan Naze; DPW Supervisor, Jack Straehler; Library Director, Nan Chape; Administrator, Scott Gosse; and Village Clerk, Casandra Smith.

2. Public Hearings/Presentations - None

3. Approval of Minutes of Previous Meeting

a. Minutes of the Regular Village Board Meeting – November 15, 2022

Trustee Krasovich motioned, seconded by Trustee Roberts to approve the November 15, 2022 minutes as presented.

Motion carried on roll call vote 7-0.

4. Citizen Comments

Mike Heise @ 440 Oakton Ave – Mr. Heise expressed his dislike for the Clark St/Oakton Ave intersection changes regarding the prohibition of left turns and explained how it has affected his property. He asked for the Village Board to discuss this issue at a Board meeting. He has plans from an engineer to restore the intersection and asked to submit a proposal to the railroad commissioner.

Tom Maas @ 342/346 Oakton Ave – Mr. Maas explained that the intersection at Clark St/Oakton Ave has affected his business.

Kathy Gutenkunst @ Riverwood Dr. – Ms. Gutenunst stated that she is an attorney for Mr. Heise and spoke regarding the intersection of Clark & Oakton. She handed the Village Board documents showing an aerial view of the intersection and letters of support from residents/business owners to return the intersection back to its original state. She asked the Village Board to discuss this topic and help derive a solution for all residents and businesses.

Dr. Wall @ 250 Clark St – Mr. Wall expressed his concern for the intersection of Clark and Oakton and explained how it has affected his business negatively.

David Prange @ 434 Oakton Ave – Mr. Prange expressed his concern regarding the intersection of Clark and Oakton and how it has negatively affected his business. He asked that this topic be placed on a future agenda.

Tammy Rinaldi @ 404 Oakton Ave – Ms. Rinaldi read a letter she sent to the railroad commissioner regarding the impact on her business.

Jason Szymanowski @ 304 E Wisconsin Ave – Mr. Szymanowski expressed his concern for safety regarding the intersection of Clark and Oakton due to the number of vehicles that are doing U-turns.

Suzanne Hansen @ 404 Oakton Ave – Ms. Hansen stated she is the owner of the hair salon property and asked the Village Board for help regarding the intersection of Clark and Oakton.

Charlie Shong @ 116 Highland Ave – Mr. Shong spoke regarding the downtown fishing pier and how it is an asset

for the Village. Not all communities have a lakefront. He asked the Board to commit to keeping the pier while looking into grants and using money already allocated for the replacement. He mentioned that the people fishing from the pier will still fish and stated that this may be a safety concern if the pier is removed. Lastly, he asked that staff investigate the 5th wheel in the Ashely Furniture parking lot.

5. Ordinances – None

6. Resolutions

- a. Possible Action on Resolution No. 2022-17, Resolution to Adopt Waukesha County All Hazard Mitigation Plan

Administrator Gosse stated that the Waukesha County All Hazardous Mitigation Plan is a document that sets forth how to respond to emergencies and if an emergency is declared it allows for the Village to file for available grants. Deputy Chief Garry stated that this plan is in place through the U.S. Government and nothing in the document commits the Village to something in the plan; it is groundwork in the event of an emergency.

Trustee Grabowski motioned and Trustee Rohde seconded to approve the Resolution 2022-17, adopting the Waukesha County All Hazard Mitigation Plan as Presented.

Motion carried 7-0.

- b. Possible Action on Resolution No. 2022-18, A Resolution Recognizing the Service of Heather Gergen to the Village of Pewaukee

President Knutson read resolution 2022-18 recognizing the service of Heather Gergen.

Trustee Hill motioned and Trustee Roberts seconded to approve Resolution 2022-18 Recognizing the Service of Heather Gergen as Presented.

Motion carried 7-0.

- c. Possible Action on Resolution No. 2022-19, A Resolution Recognizing the Service of Kevin Yonke to the Village of Pewaukee

President Knutson read resolution 2022-19 recognizing the service of Heather Gergen.

Trustee Hill motioned and Trustee Grabowski seconded to approve Resolution 2022-19 Recognizing the Service of Kevin Yonke as Presented.

Motion carried 7-0.

- d. Possible Action on Resolution No. 2022-20, A Resolution Recognizing 32 Years of Service of Mark Garry II as an Employee of the Village of Pewaukee Police Department

Chief Heier read resolution 2022-19 recognizing 32 years of service of Mark Garry II as an employee of the Village of Pewaukee.

Trustee Krasovich motioned and Trustee Rohde seconded to approve Resolution 2022-19 Recognizing the 32 Years of Service of Mark Garry II as an Employee of the Village of Pewaukee as Presented.

Motion carried 7-0.

Deputy Chief Garry addressed the Village Board and thanked them for their support.

The American Legion Commander John Wallenfang and Mark Johnson read a certificate of appreciation regarding Deputy Chief Mark Garry.

Elaine Kroening, a representative for Positively Pewaukee read a letter of appreciation regarding Deputy Chief's years of teamwork with Positively Pewaukee.

7. Old Business

- a. **Discussion and Possible Action on Employee Handbook Update**

Clerk Smith presented an overview of the updates as presented in the employee handbook. The Village Board discussed the PTO policy presented and the consensus was to have each employee earn their PTO each paycheck,

cap the carryover into the next year, and research what surrounding communities offer before coming back to the Village Board. The Village Board asked that we look at other municipalities and what they offer for an opt-out policy.

b. Discussion and Possible Action Regarding Replacing or Repairing the Fishing Pier

Director Phalin stated that the current pier is 100' long and 8' wide which would cost approximately \$72,000 to replace. He is looking into grants to apply for and asked for direction to determine if the walkway should be installed; it wouldn't make sense to install a walkway that leads to nowhere. Discussions followed regarding the costs and different options for funding the new pier.

Trustee Rohde motioned and Trustee Krasovich seconded to Approve the Replacement of the Fishing Pier not to Exceed \$75,000 as Presented.

Trustee Belt stated all money in the TID is the taxpayers even if the costs are shared among all taxing jurisdictions; the Board can't look at the money as already there to spend. All money spent should be of concern. Attorney Blum stated that when the Joint Review Board looked at the TID they agreed that the fishing pier would be beneficial to the Village.

Trustee Krasovich stated that there are about 50 homes on the lake which is not the majority of residents; the pier brings value to all residents.

Motion carried on roll call vote 4-3; Trustees Grabowski, Belt and Roberts voted nay.

8. New Business

a. Review of Department of Public Works Facility Project and Discussion/Possible Action on Public Works Facility Project Change Order Related to Project Completion Date

Jon Wallenkamp with Kueny Architects, provided an update on the current status of the DPW building project and reviewed a proposed change order relating to the project schedule which would allow a pause for the construction during the winter months, after Phase 1 has been completed. The project will resume in the spring with a completion date of June 9, 2023. Discussion followed regarding the need to pause the project and re-roofing the east side of the pump house for \$7,900.

Trustee Hill motioned and Trustee Grabowski seconded to approve the Temporary Pause During the Winter Months to Re-start in Spring 2023 with a Completion date of June 9, 2023.

Motion carried 7-0.

b. Discussion and Possible Action on Refuse/Recycling Contract Extension

Administrator Gosse presented an extension of the current refuse/recycling contract for 2 years. The extension of the contract allows for a 4% increase unless Waste Management notifies the Village that a larger increase is required due to the increase in CPI. Gosse explained that Waste Management is figuring out all the calculations and once they are provided staff will present the board with new quarterly charges.

Trustee Grabowski motioned and Trustee Rohde seconded to approve the Contract Extension for Refuse/Recycling with Waste Management as Presented.

Motion carried 7-0.

c. Discussion and Possible Action on Intergovernmental Agreement with Waukesha County for Recycling Program

Administrator Gosse explained that the last proceeds received from the County regarding recycling dividends were in 2019. The agreement as presented gives a calculation of how funds would be divided up if the County is above the cap (currently \$3,500,000). Attorney Blum stated that the agreement includes a tipping fee which can levy a charge on participating communities which is decided by Waukesha County employees.

Trustee Grabowski motioned and Trustee Hill seconded to approve the Intergovernmental Agreement between the Village of Pewaukee and Waukesha County Regarding the Municipal Recycling Dividend Program as Presented.

Motion carried 7-0.

d. Discussion and Action to Replace 2019 Professional Services Agreement for Design and Construction Services for Kopmeier Lift Station Reconstruction.

Director Naze stated that the Village had the replacement of the Kopmeier Lift Station in the Capital Improvement Plan in 2019. Once the City determined that the alternate plan was not feasible, he requested an updated services agreement. The new proposal has an increase of about \$20,000. The increase consists of \$11,000 which will be used to make sure the SCADA system is integrated. The Village does have cash on hand for part of the agreement. Naze responded to Trustee Grabowski stating that there are funds in the agreement to work with the railroad commission.

Trustee Grabowski motioned and Trustee Rohde seconded to Approve the Replacement of the 2019 Professional Services Agreement for Design and Construction Services for the Kopmeier Lift Station as presented.

Motion carried 7-0.

e. Discussion and Direction Regarding Finance Committee Role and Responsibility

Trustee Belt stated she envisions the Committee meet monthly to review the budget, budget expectations, develop the budget, and review each department's budget. Discussion followed regarding developing an actual committee or a workgroup. The consensus was to create a group of two Trustees and staff. Treasurer Haack stated that creating a more summarized report out of the financial system would be a good start. The consensus of the Village Board was to allow Trustee Belt and Trustee Roberts to work with staff to report back to the Board to create more transparency and oversight. If a need arises in the future to form a Finance Committee it will be brought to the Village Board.

f. License and Permits

1. Liquor License for "Class B" License

Trustee Rohde motioned and Trustee Grabowski seconded to approve a "Class B" Liquor License in the Village of Pewaukee to be issued to Nettie's Irish Pub, LLC for the remainder of the 2022-2023 license term ending June 30, 2022, upon surrender of the current liquor license issued to Rudolph, LLC as presented.

Motion carried 7-0.

g. Discussion and Direction Regarding Possible Change in Village Board Meeting Time from 7PM to 6PM

President Knutson asked the Board if they would be in favor of moving the start time of the Village Board meetings to 6 p.m. Trustee Hill stated that the Public Works & Safety Committee would need to adjust their normal meeting schedules. The consensus of the Board was to update the Village Ordinance to remove the reference of 7 p.m. and replace it with "as directed by the Village Board". The updated Ordinance will be presented at a future meeting.

h. Discussion and Direction Regarding Acquiring Reserve "Class B" Liquor License(s) From Another Community

President Knutson asked the Village Board if they would be in favor of pursuing another community to ask if they would be willing to sell a "Class B" license. Discussion followed with a consensus to pursue.

i. Discussion and Possible Action Regarding January 3, 2023, Village Board Meeting

President Knutson asked if the Village Board would like to consider skipping the January 3rd, 2022 Village Board meeting.

Trustee Grabowski motioned and Trustee Belt seconded to approve Cancelling the January 3rd, 2022 Village Board Meeting.

Motion carried 7-0.

9. Citizen Comments – None

10. Closed Session. – *The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding Fire and EMS Agreement with the City of Pewaukee and Village Attorney Agreement; and pursuant to Wis. Statute Section 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically regarding Village Administrator.*

Trustee Krasovich motioned and Trustee Rohde seconded to Move into Closed Session at 9:57 p.m.

Motion carried on roll call vote 7-0.

11. Reconvene into Open Session

Trustee Hill motioned and Trustee Grabowski seconded to Move into Open Session at 10:39 p.m.

Motion carried on roll call vote 7-0.

a. Discussion and Possible Action on Village Attorney Agreement

Trustee Hill motioned and Trustee Krasovich seconded to approve the Village Attorney Agreement as Presented.

Motion carried 7-0.

12. Adjournment

Trustee Roberts moved, seconded by Trustee Rohde to adjourn the December 6, 2022 Regular Village Board meeting at approximately 10:40 p.m.

Motion carried 7-0.

Respectfully Submitted,

Cassandra Smith
Village Clerk



To: Jeff Knutson, Village President
Village Board

From: Cassie Smith
Village Clerk

Date: December 16, 2022

Re: Agenda Item 5a, Possible Action on Ordinance 2022-18, an Ordinance to Amend Current Fee Schedule for the Clerk and Police Department.

BACKGROUND

Staff is seeking to update the Village's fee schedule. The prior fee schedule was adopted in 2022 and the attached Ordinance shows the current prices changed with the new fee as proposed.

ACTION REQUESTED

The action requested of the Village Board is to adopt Ordinance 2022-18, to amend the current fee schedule for the clerk department licenses, permits, and services along with listing Police Department service fees.

ANALYSIS

Staff is requesting an update of the current fee schedule as presented based on current costs, resources, and materials needed to sufficiently issue the license, permits, and services. Below is additional information for each fee requesting a change in price.

1. Yard waste Permits increase by \$5 – due to hourly trucking, fuel surcharges, grinding expenses
2. Add the Kennel License (\$10) – previously omitted from the schedule
3. Police parking permits are proposed to eliminate the discount if buying semi-annually/annually.

Staff is recommending approval of the attached 2023 fee schedule as presented.

STATE OF WISCONSIN - VILLAGE OF PEWAUKEE - WAUKESHA COUNTY

ORDINANCE NO.2022-18

**VILLAGE OF PEWAUKEE
TO AMEND THE CURRENT FEE SCHEDULE FOR CLERK AND POLICE DEPARTMENT
LICENSE, PERMITS, AND SERVICES**

The Village Board of the Village of Pewaukee does ordain as follows:

WHEREAS, Wisconsin State Statute 61.34 provides that the Village Board shall have management authority and control over the finances of the Village, and

WHEREAS, the Village Board desires to establish and maintain a fee schedule to assist in covering the cost of issuing permits and licenses and providing certain services related to the Clerk Department activities so these costs do not become the burden of the general Village taxpayer;

NOW, THEREFORE, BE IT ORDAINED, the following fees shall take effect January 1, 2023 upon posting as required by law:

2023 Schedule of Village Fees

Alcohol Licenses

a. Class "A" Beer License	\$100
b. "Class A" Combination License	\$500
c. Class "B" Beer License	\$100
d. "Class B" Combination License	\$500
e. Class "C" Wine License	\$100
f. Class "B" Winery License	\$100
g. "Class A" Reserve License	\$10,000 (year one)
h. Operator/Bartender License (ord. 6.121)	\$50
i. Provisional Operator License (valid 60 days)	\$15

Village Fees

a. Cigarette License (ord. 7.102)	\$100
b. Coin Operated License (ord. 18.111(c))	\$35/device
c. Distributor/Amusement Licenses (ord.18.111(a))	\$75
d. Peddler/Transient Merchant Vendor (ord. 18.122)	\$50
e. Food Vendor License (ord.18.112(7))	\$40
f. Yard Waste Permit (per calendar year) (vb mtg 3.3.20)	\$25 \$30
g. Dog License (ord. 10.117)	
i. Spayed/Neutered	\$15
ii. Non-Spayed/Neutered	\$20
iii. Late Fee (After March 31 st)	\$5
iv. Kennel License (3 or more dogs)	\$10

- h. Weights and Measures Fee (Ord. 18.140) – Fees are Passed through to businesses as assessed by the State of Wisconsin.

Village Permits

- a. Right-of-way Permit (ord. 78.111):
 - i. Driveway/Sidewalk/other terraces per location less than 1,000 feet \$150
 - ii. All Utility/Communications application fee per location over 1,000 feet \$250
 - i. Boring per 1,000 feet \$250
 - iii. ***If all required documents are not received within 30 days of the notice of denial, the application process will start over and a new application and application fee will apply.***

Village Services

- a. Special Assessment Letter (5 business days) \$40
- b. Special Assessment Letter (same day - rush) \$60
- c. Copies per page (letter to ledger size) \$0.25 (includes sales tax)
- d. Copies larger than ledger size Admin Fee \$15 + the actual cost from an outside vendor and plus sales tax
- e. Notary Service per document/page (§ 140.02(9)) \$5
- f. Weed Cutting – Administration Fee in addition to the actual cost of outside vendor service \$25
- g. Snow Removal/Sidewalk Clearing Administration Fee in addition to the actual cost of the private vendor service \$25
- h. Non-Sufficient Check Return Fee (NSF) in addition to the actual cost of the certified letter mailing fee \$40

Police Services

- a. Quarterly Parking Permit \$30 + sales tax
- b. Semi-Annual Parking Permit ~~\$56~~ 60 + sales tax
- c. Annual Parking Permit ~~\$108~~ 120 +sales tax
- d. Warrant Fee \$30
- e. Vehicle Storage per Day \$35
- f. Fingerprinting (ink or digital) \$30
- g. Preliminary Breath Testing (one-time fee) \$20
- h. Collection of Funds upon Execution (max fee = \$60)
 - 10% on the first \$300
 - 5% on second \$300
 - 3% over \$600
- i. Open Record Requests
 - i. Copies per Page (letter size) \$0.25
 - ii. Copies per Disc \$5
 - iii. Colored Photos per Page \$2

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of other portions of the ordinance. This Ordinance shall take effect January 1, 2023, and be in force upon this passage, publication, and posting as required by law. Adopted this 20th day of December 2023.

Jeffrey Knutson, Village President

ATTEST:

Cassandra Smith, Village Clerk

ORDINANCE NO. 2022-19

ORDINANCE AMENDING
SECTION 2.103 OF THE CODE OF ORDINANCES REGARDING
VILLAGE BOARD MEETING TIME

The Village Board of the Village of Pewaukee, Waukesha County, Wisconsin, do ordain as follow regarding Section 2.103(a) of the Village Code:

SECTION ONE:

Section 2.103(a) is hereby amended to read as follows:

Regular meetings of the village board shall be held on the first and third Tuesday of each month at a time as established by the Village Board. Any regular meeting falling upon a legal holiday shall be held on the next following secular day or as established by action of the Village Board at a prior meeting. All meetings of the board shall be held in the Village Hall, including special and adjourned meetings, unless otherwise designated by three-fourths vote of the board. Notice of a substitute meeting place shall be given the public by posting a written notice of the substitute meeting place and time of the meeting on the outer door of the Village Hall at least eight hours prior to such meeting.

SECTION TWO: All ordinances or parts of ordinances contravening the terms and conditions of this ordinance are hereby to that extent repealed.

SECTION THREE: The several sections of this ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of other portions of the ordinance.

SECTION FOUR: This ordinance shall take effect immediately upon passage and publication as required by law.

Passed and adopted this _____ day of _____, 2022, by the Village Board of the Village of Pewaukee.

APPROVED:

Jeffrey Knutson, Village President

Countersigned:

Casandra Smith, Village Clerk



To: Jeff Knutson, President
Village Board

From: Scott A. Gosse
Village Administrator

Date: December 13, 2022

Re: Agenda Item 6a, Possible Action on Resolution No. 2022-21, A Resolution Revising
EMS/Rescue Call Charges Related to Chapter 34 of the Village of Pewaukee Municipal Code

BACKGROUND

The City of Pewaukee has amended the fees it charges for various EMS related services. Attached please find a copy of a draft resolution for Village Board consideration which would amend the Village's charges related to EMS/Rescue Call Charges to mirror the charges adopted by the City of Pewaukee.

ACTION REQUESTED

The action requested of the Village Board is to adopt Resolution No. 2022-21, A Resolution Revising EMS/Rescue Call Charges Related to Chapter 34 of the Village of Pewaukee Municipal Code.

Attachment

RESOLUTION NO. 2022- 21

**A RESOLUTION REVISING EMS/RESCUE CALL CHARGES RELATED TO
CHAPTER 34 OF THE VILLAGE OF PEWAUKEE MUNICIPAL CODE**

WHEREAS, Chapter 34 of the Village of Pewaukee Municipal Code outlines the duties and operations of the Fire Department; and

WHEREAS, the City of Pewaukee Fire and EMS Department has undertaken a review of fees for service related to the provision of EMS care; and

WHEREAS, the City of Pewaukee has adopted fire/rescue emergency fees/charges for the Pewaukee Fire Department's actual costs for providing the services.

NOW THEREFORE, the Village Board for the Village of Pewaukee does hereby resolve to adopt the Village of Pewaukee Fire/Rescue Call Charges as follows to mirror the City's charges for same services:

1. BLS (Basic Life Saving) Rescue Charge
Resident \$1,200.00
Non-Resident \$1,200.00
2. ALS1 (Advanced Life Saving) Emergency Rescue Charge
Resident \$1,700.00
Non-Resident \$1,700.00
3. ALS2 Base Rate
Resident \$1,400.00
Non-Resident \$1,400.00
4. Mileage Charge for Rescue \$27.00 per mile
5. Supply Charge for Rescue \$100.00
6. Drugs / IV Charge for Rescue \$100.00
7. BLS On Scene Care
Resident \$400.00

Non-Resident \$400.00

8. ALS On Scene Care
Resident \$1,000.00
Non-Resident \$1,000.00

SECTION 2: SEVERABILITY.

The several sections of this resolution are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

SECTION 3: EFFECTIVE DATE.

This resolution shall take effect January 1, 2023 upon passage and posting or publication as provided by law.

PASSED and ADOPTED this _____ day of _____, 2022.

APPROVED:

Jeff Knutson, Village President

Countersigned:

Cassie Smith, Village Clerk



To: Jeff Knutson, Village President
Village Board

From: Cassie Smith
Village Clerk

Date: December 16, 2022

Re: Agenda Item: _7b_ Discussion and Possible Action on the Employee Handbook Update

BACKGROUND

After the Village Board discussed the handbook at the October 18th and December 6th, 2022 meetings. The Village Board was concerned about the PTO hours being offered and tasked staff to review surrounding municipalities to see how the Village compares. The results show that there is no one size fits all when it comes to Vacation, Sick, Personal, or Holidays. Each municipality’s time off benefit is different. With that being said the proposed PTO as stated below is being presented for approval with allowing up to 40 hours to be carried over into the next year for use (never being paid out). This will assist employees with any occurrences that come late in the year/early in the following year. Please review the updated policy in section 207 of the proposed handbook. The language has also been updated to state that PTO is accrued per paycheck.

Current "time off" Schedule				Proposed PTO
Year Increments	Vacation	Personal	Sick	Total Hours
Year 1	80	24	80	184
Year 5	120	24	80	224
Year 12	160	24	80	264
Year 20	200	24	80	304

The short-term disability policy has been updated to state that PTO may be used to cover the ‘waiting period’ of 7 days (5 working days).

The opt-out policy has been added to the handbook as Appendix A’. Currently, the Village has an opt-out policy for those employees who do not elect to participate in the Village’s health insurance plan. The policies are very similar but this policy is updated according to the Labor Attorney’s recommendations and gives a proration for employees who are not considered full-time. No additional changes are being recommended in the proposed handbook.

A memo labeled “Vacation Pay Due to Employee Upon Voluntary Termination/Retirement” is attached after the handbook draft and intended to be delivered to employees that did not receive vacation time until reaching their first full year/1st anniversary. The memo would be added to the employee’s file stating that they are due an additional 2 weeks of vacation time upon termination/retirement. This applies to about 9

employees and should satisfy the concerns heard at the October 18th meeting regarding those employees who were required to work 1 full year before receiving vacation time off.

Staff seeks discussion and possible action regarding implementing the handbook on January 1, 2023.

ACTION REQUESTED

The action requested by the Village Board is to review the updated handbook, discuss concerns, and if desired, give approval. The attached document includes any updates made to date.

ANALYSIS

Staff is looking for approval on the draft handbook dated 12/16/2022, to be implemented on January 1, 2023.



EMPLOYEE HANDBOOK
FOR
THE VILLAGE OF PEWAUKEE

as of December 20, 2022

Village of Pewaukee

235 Hickory Street
Pewaukee, Wisconsin 53072

Handbook Adjustments

Creation Date	March 7, 2000
Amended I	June 19, 2001
Amended II	December 20, 2011
Amended III	December 31, 2022

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INTRODUCTION

Welcome to the Village of Pewaukee. This handbook summarizes the policies and procedures of the Village. This Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained in this Handbook constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied.

The Village reserves the right to modify, revoke, suspend or terminate any or all of the plans, policies, and procedures described in this Handbook at any time, at its sole discretion, and without prior notice. This Handbook supersedes any and all previous handbooks, statements, policies, procedures, rules, or regulations whether verbal or written.

No one other than the Village Board may alter or change any of the policies in this handbook. Any alteration or modification by the Village Board must be in writing. No statement or promise by an elected official, administrator, department head, supervisor, agent, or other representatives may be interpreted as a change in policy, nor will any such statement or promise constitute an agreement with any employee.

To the extent that any policy may conflict with federal, state, local laws, Police Department Rules or Regulations, or Collective Bargaining Agreements, the Village will abide by the applicable federal, state, local law, Police Department rules, or regulations adopted by the Police Commission or Collective Bargaining Agreement.

Village employees are employees at will unless otherwise provided by statute or collective bargaining agreement. This means that either the Village or the employee may terminate the employee's employment at any time for any reason, with or without cause and with or without notice, so long it is not for an illegal purpose.

The Village Administrator is responsible for the administration of the policies described in this handbook. The final interpretation of any of the policies in this handbook is vested solely with the Village. Any employee who has a question regarding its application and interpretation should contact the Administrator. Throughout this document, duties and decisions assigned to the Administrator may be performed by other officials designated by the Administrator.

SECTION 1 - EMPLOYMENT

100 Employee Relations Philosophy

The Village of Pewaukee is a service organization and its employees are one of its most important resources in providing services to the community. The Village operates in a manner to deliver services to Village taxpayers at the highest rate of efficiency and the lowest possible cost while ensuring that the Village's workforce is treated in a fair and equitable manner.

101 Organization Description

The Village is governed by a Village President/Village Board form of government. The Administrator is responsible to and under the general direction and policies of the Village President and Village Board and shall be responsible for the proper administration of all Village activities.

The Administrator shall have administrative powers and responsibilities over all departments, department heads, and employees of the Village except for the following: sworn law enforcement officers, and Pewaukee Public Library. The Police Commission has jurisdiction over the discipline, hiring, and firing of sworn law enforcement in compliance with [Sec. 62.13\(5\), Wis. Stats.](#) The library is a joint library governed by an appointed and autonomous Board of Trustees. The employees of the Joint Library follow the policies adopted by the Library's Board of Trustees.

With the exception of sworn law enforcement officers, Pewaukee Public Library personnel, Village Department Heads, and Village officials and officers, as identified in [Chapter 61](#) of the Wisconsin Statutes and Chapter 2, Article III of the Village Ordinances, the Administrator shall have the authority to recruit and hire Village employees within established positions and salary ranges without pre-authorization by the Village Board.

The Village Board is made up of the Village President, elected at large to a two-year term, and six (6) Trustees elected at large, also to (2) two-year terms.

102 Scope

Except as specified in a valid collective bargaining agreement or an individual employment contract, or as otherwise provided by law, employment with the Village is not governed by any written or oral contract and is considered an "at-will" arrangement. This means that you or the Village can end the employment relationship at any time for any reason.

As used in these policies, "employee" means any person employed on a full-time or part-time basis by the Village, whether such employment is regular or temporary. To the extent the provisions of [sec. 62.13, Wis. Stats.](#) apply to police employees, the provisions of that statute take precedence over conflicting provisions of this handbook.

To the extent that provisions of this handbook are not in conflict with the provisions of any collective bargaining agreement covering Village employees, these policies shall apply to union employees. In any case, where there is a conflict between these policies and a collective bargaining agreement, the terms of the collective bargaining agreement shall supersede the provisions of these policies.

Village departments may execute their own rules and policies governing practices within those departments so long as they are not in conflict with the provisions of these policies. Copies of department rules and policies must be provided to the Village Administrator and Village Clerk.

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103 Equal Employment Opportunity

The Village strives to recruit, hire, and maintain a diverse workforce. Equal employment opportunity is good business as well as being the law, and applies to all areas of employment, including recruitment, selection, hiring, training, transfer, promotion, termination, compensation, and benefits.

The Village will not discriminate against any employee or applicant for employment on the basis of age, race, religion, color, sex, national origin, ancestry, disability, arrest or conviction record, sexual orientation, marital status, military participation, pregnancy, or any other characteristic protected by law in any personnel action.

Village employees shall fully support this non-discrimination policy through leadership and personal example. It is every Village employee's duty to help create a job environment that is conducive to effective equal employment opportunities.

104 Classification of Employees

Employees shall be classed as full-time, part-time, or temporary.

- Full-time employees are those who are normally scheduled to work a regular workweek of forty hours.
- Part-time employees are those employees who are normally scheduled to work less than forty hours a week. Part-time employees do not receive benefits, except as otherwise provided in this handbook or as required by law.
- Temporary/seasonal employees are those who work assigned hours for a limited time such as for summer work or employees who work only when called. Except as otherwise provided in this handbook or as required by law, temporary/seasonal employees do not receive benefits.
- A temporary change in the number of hours per week that an employee works will not change the employee's classification.

105 Job Descriptions

Job descriptions will be created and maintained for all regular Village positions.

106 Internal Hiring

Employees applying for internal positions must have a minimum of six months in their current position. This provision may be waived with the approval of the employee's Department Head and the Village Administrator.

To apply for an open position, an employee must complete an employment application and submit it to their Department Head. Upon completion of the interview process, the Administrator will inform all internal candidates regarding the outcome.

107 Application Information

The Village relies on the accuracy and truthfulness of information supplied during the application and hiring process. Any applicant or employee who omits, provides incomplete material data, or misrepresents information may be excluded from consideration or, if already employed, may be subject to disciplinary action, including termination of employment.

108 Performance Evaluations

The Village has adopted an evaluation and merit pay program which may or may not be accompanied by a change in salary or wage rate. Factors addressed in annual performance evaluations may include employees' quality of work, job knowledge, efficiency, judgment, initiative, responsibility, care of equipment, communication, cooperation, work habits, safety awareness and activity, leadership, ability to get along with others, attitude, and attendance, and any other factor managers or the Village deem relevant.

109 Reduction in Force

If the Village decides to permanently or temporarily reduce the workforce, the determination of which positions will be subject to layoffs or furloughs, and the parameters of such, shall be within the Village's discretion. Employees who are separated because of a reduction in force will receive a minimum of ten working days' notice unless emergency circumstances prevent notice.

110 Outside Employment

The Village does not preclude outside employment as long as it does not interfere with Village work. The Village shall be the employee's primary employer and each employee is expected to fully perform the employee's duties with the Village. No outside employment or consulting work shall be carried on during your work hours with us, nor shall our vehicles, equipment, supplies, machines, or other property be used for your secondary work. An employee shall give written notice of all outside employment to the employee's supervisor before the commencement of such employment.

111 Personnel Records

Employees shall notify the Village Clerk of any changes in their name, address, telephone number, dependents, marital status, and/or any other data which may affect benefit status. Notifying the Village of such changes will help avoid problems with payroll and benefit eligibility.

Personnel records are the property of the Village. Access to your personnel records is governed by [Wisconsin Statute § 103.13](#). If you want to review your record under § 103.13, you must contact the Village Clerk. All requests from sources outside the Village for personnel information or employment references concerning applicants, current employees, and former employees shall be forwarded to the Village Administrator.

112 Employment of Relatives

Relatives of an employee will be considered for employment solely on the basis of qualifications and pursuant to the normal hiring processes. Relatives may not be hired if that employment would:

- Create a supervisor/subordinate relationship between the current employee and relative;
- Create the potential for an adverse impact on work performance; or
- Create either an actual conflict of interest or the appearance of a conflict of interest.
- This policy also applies to assigning, transferring, or promoting an employee.
- No employee may use the employee's position to influence the hiring or promotion of a relative. No employee may participate in any decision in any employment matter involving a relative.
- If two employees marry and are in the same chain of command, they will be given the opportunity to select between themselves which of them is to resign or transfer to an open position so that this policy is not violated.

This policy applies to all relatives/family members, including in-law relationships, significant others, domestic partners, siblings, children, parents, and any other relationship the Village deems subject to this policy. The Village reserves the right to determine in all cases if there is a close enough familial relationship that exists to prohibit a supervisory relationship.

113 Nonfraternization

While the Village encourages amicable relationships between members of management and their subordinates, it recognizes that involvement in a romantic relationship may compromise or create a perception that compromises a member of management's ability to perform his/her job.

Any involvement of a romantic nature between a manager, supervisor, or agent of the organization and anyone he/she supervises, either directly or indirectly, is prohibited. Violation of this policy will lead to corrective action up to and including termination of the management individual involved in the relationship.

114 Search

Access to the Village premises is conditioned upon its right to inspect or search the person, vehicle, or personal effects of any employee or visitor. This may include any employee's office, desk, file cabinet, closet, locker, computer files, or similar places. Because even a routine inspection or search might result in the viewing of an employee's personal possessions (e.g., items belonging to the individual, including items purchased with the individual's personal funds, items received as gifts, and items of emotional or sentimental value), personnel are encouraged not to bring any item of personal property into the workplace that they do not want to be revealed to the organization.

Any prohibited materials (or materials that may be deemed to be prohibited) that are found in an employee's possession during an inspection or search will be collected by management and placed in a sealed container or envelope. The employee's name, date, circumstances under which the materials were collected, and by whom they were collected will be recorded and attached to the container or written upon the envelope. If, after further investigation, the collected materials prove not to be prohibited, they will be returned to the employee and the employee will sign a receipt for the contents. If the prohibited materials prove to be illegal and/or dangerous, they will not be returned to the employee but will be turned over to the appropriate law enforcement agency.

SECTION 2 - PAID TIME

201 Hours of Work

The normal workday for full-time employees is eight hours with an unpaid meal period of 30 minutes, during which employees cannot perform any work and are free to leave the premises. The normal workweek for full-time employees shall be forty hours. An unpaid meal period of 30 minutes is provided to any employee who works at least six hours per day. The normal meal period occurs approximately halfway through the workday; however certain departments may require alternate meal periods subject to Department Head discretion. All employees must record their meal period on their timesheet. Employees cannot perform any work during their meal periods and are encouraged to leave their workstations during the meal period.

General office hours of the Village Hall and Police Department are 8:00 a.m. to 4:30 p.m. Monday through Friday. Department of Public Works employees' normal hours of operation is 7:00 a.m. to 3:30 p.m. Monday through Friday. Starting times may vary within departments and offices as the Department Head of each department will determine the schedule. The workweek starts on Monday morning at 12:00 a.m. and ends the following Sunday at 11:59 p.m.

At different times, employees may have to work outside their normal scheduled hours due to but not limited to elections, public meetings, snowplowing, utility maintenance, general maintenance, meter reading, special events, and for similar types of responsibilities required by the position. These duties outside of normal hours are considered part of the job responsibilities for the respective positions.

202 Base Wage Rates

The Administrator will analyze the duties and responsibilities of all positions and annually recommend to the Village Board a compensation level for each job classification and employees within each classification. For employees covered by a labor agreement, wage schedules are included in the labor agreement document.

203 Payday

The Village's pay date is bi-weekly on Friday. Bi-weekly pay for salaried employees shall be calculated by dividing the annual salary by the number of pay periods in a calendar year. Payment shall be made by direct deposit. Payroll statements will be posted to the online portal by 5 p.m. on the pay date. Under certain circumstances, such as a conflict with a holiday, paychecks will be available the workday before the holiday. Any paycheck errors must be reported to the Village Clerk immediately.

204 Payroll Deduction

Only deductions required or authorized by law and those authorized in writing by the employee will be deducted from an employee's paycheck. All deductions will be itemized on the employee's paycheck stub. Any payroll questions should be directed to the Village Clerk.

Exempt Employees.

Salary Basis - We pay exempt employees on a "salary basis," meaning you receive a pre-determined amount of compensation each pay period.

Deductions from exempt employees' salaries occur only as permitted by law. If any salaried employee believes that an improper deduction has been made, this information must be reported as soon as possible to the Village Clerk. If we made an improper deduction, we will reimburse you at the next pay date and will take steps to ensure the improper deduction is rectified in the payroll system.

205 Time-Keeping, Overtime, Compensatory Time, Administrative Leave

Overtime Pay

Non-Exempt:

Employees who are not exempt from minimum wage and overtime provisions of the Fair Labor Standards Act. A daily timesheet shall be maintained for each hourly employee. This record shall reflect, daily, start and end times of work, and all absences, including personal time off and other types of leave permitted. Employees must record all time worked. No member of management is allowed to knowingly permit an employee to perform work without recording the time worked. A failure to record actual time worked is a violation of the wage and hour laws and Village Policy.

At the discretion of the supervisor, he/she may require non-exempt employees to work overtime when the Village deems it necessary. Overtime hours shall be compensated at one and one-half times the employee's regular rate of pay for hours worked in excess of forty hours in a workweek. Employees who are required to work on a Sunday or Holiday will receive double time for hours worked on those days. All overtime is required to be preapproved by their supervisor. Only hours worked will be used in calculating overtime. Overtime will be calculated separately in each workweek of the pay period.

Exempt:

Employees who are lawfully exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended. A daily attendance record shall be maintained for each salaried employee. This record shall reflect, daily, all absences, including personal time off and other types of leave permitted. Employees must record all times worked. A failure to record actual time worked is a violation of Village Policy.

Compensatory Time – Non-exempt Employees (hourly employees)

Hourly non-exempt employees may receive compensatory time off in lieu of overtime pay for time worked over 40 hours per week. Compensatory time is subject to the following:

- An employee may elect to accumulate compensatory time rather than be paid overtime. Compensatory time shall be earned at the rate of one and one-half hours for every hour of overtime worked. If an employee works on a holiday or Sunday, he/she shall be entitled to compensatory time at double the hours worked.
- An employee who elects to accumulate compensatory time rather than be paid overtime must designate that election on the employee's bi-weekly timesheet. Once the timesheet is submitted, the designation cannot be changed.
- No more than 80 hours of compensatory time may be accumulated in your compensatory time bank per calendar year. Any overtime hours worked beyond the 80-hour maximum compensatory time accumulation will be paid as overtime pay. Further, you may not use more than 80 hours of compensatory time in a calendar year. The balance in an employee's compensatory bank will be paid out on the second payroll in

December. Compensatory time scheduled to be used as time-off after the last payroll period in December is allowable; the compensatory bank will net the future scheduled time off. Any overtime earned after the second payroll period in December and before January 1st will be paid out as overtime only. Compensatory time will not roll over to the following year.

- Use of compensatory time must be scheduled with the prior approval of the employee's Department Head or designee. Compensatory time may be granted by the Department Head as requested by the employee, provided the final determination of the number of employees who may use compensatory time at any given time is vested in the Department Head to ensure the use of compensatory time does not unduly disrupt the operations of the department. An employee who is absent without prior approval will be considered absent without permission, which may result in discipline, up to and including termination.

Administrative Time - Exempt Employees (salaried employees)

Exempt salaried employees are not eligible for overtime or for compensatory time. Exempt employees include the Village Administrator, Village Clerk, Village Treasurer, Police Chief, Police Deputy Chief, Police Lieutenant, Director of Public Works, and the Public Works Supervisor.

Exempt employees are expected to work a normal full-time 40-hour workweek and any additional hours that are required by their workload or the Village Board. In return, you may occasionally take time off without claiming time from your PTO bank when the workload of your office permits and with prior approval of your supervisor. Administrative time off is not allowed if your absence will impact service delivery, organizational management, or the Village's ability to meet established deadlines or organizational goals. Administrative time off is not accumulated paid out or used to supplement personal time off (PTO). Use of administrative leave on an hour-for-hour basis for time worked in excess of the normal 40-hour workweek shall not be permitted under this policy. Administrative time leave is required to be recorded on your timesheet.

Call-in/Standby Policy

Public Works employees who are on standby or are called in will adhere to the policy as in Appendix 'B'.

206 Holidays

All regular full-time Village employees shall receive their regular pay for the following designated holidays. Permanent part-time employees will receive holiday pay for their normal hours worked on the recognized holiday.

Recognized holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve

Employees must be present to work during the Village's normal workday before and after the normal workday after the holiday unless prior permission has been granted by the Village.

If a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday will be the appropriate holiday. In all cases, the holiday shall be taken in the year in which it is provided. The holiday schedule will be established and posted each year in January by the Village Clerk's office.

Hourly employees who are required to work on a holiday shall receive double time for hours worked in addition to their holiday pay. Salaried employees who are required to work on a holiday can take an equivalent amount of time off as administrative time within two weeks of the incident with the approval of their supervisor.

Employees on a leave of absence (whether paid or unpaid) or on layoff are not eligible for holiday pay. Absence attributable to scheduled personal time off (PTO), paid jury duty or funeral leave shall not affect an employee's eligibility for holiday pay. In cases of suspected misuse of other forms of paid time off to extend a holiday, the Village reserves the right to deny holiday pay.

207 Personal Time Off - PTO

Personal time off (PTO) is provided so that employees may enjoy periods of rest and relaxation as well as take time off for doctor appointments and when sick without the loss of earnings. PTO should be scheduled to ensure that each Department has appropriate staff coverage with a minimum of 14 days advanced notice when feasible. Only one **Department Head** may be out on PTO at a time. Should an unusual circumstance arise where more than one **Department Head** needs to be out at the same time, it must be approved in advance by the Village Administrator.

The Village grants regular full-time employees personal time off with pay at their regular, straight-time rate. Part-time employees are not eligible for PTO unless authorized in writing by the Village Administrator.

PTO is accrued on a prorated basis throughout the calendar year as follows:

1. **7.08 hours accrued per each 80-hour payroll check** during the calendar year of hire.
2. **184 hours annually** accrued bi-weekly starting on January 1st of the employee's first full calendar year of employment and continuing through the employee's 4th calendar year of employment.
3. **224 hours annually** accrued bi-weekly starting on January 1st of the employee's 5th calendar year of employment through the employee's 11th calendar year of employment.
4. **264 hours annually** accrued bi-weekly starting on January 1st of the employee's 12th calendar year of employment through the employee's 19th calendar year of employment.
5. **304 hours annually** accrued bi-weekly starting on January 1st of the employee's 20th calendar year of employment.

Employees on an unpaid leave of absence will not accrue PTO, unless the unpaid leave qualifies as leave under the FMLA.

The full amount of an employee's estimated PTO for any given calendar year is available for the employee's use as of January 1st of that calendar year. However, any PTO used but not yet accrued shall be considered an advancement of PTO to the employee.

PTO hours may not be carried over from one calendar year to the next, except for a maximum of 40 hours, which are for use only in the next calendar year. PTO carried over from the prior year and not used prior to December 31 will be deleted from the employee's PTO bank and will not be paid out under any circumstances, even in the event of an employee's voluntary resignation from employment.

Upon an employee's voluntary resignation from employment, the employee will be paid on a prorated basis for accrued but unused PTO as of their effective date of resignation, but excluding carried-over PTO, provided that the employee provides the Village a minimum two-week written notice of resignation and remains an employee until their initial resignation date. An employee involuntarily terminated by the Village for any reason will not be entitled to a payout of any accrued PTO upon termination.

In the event, an employee's employment is terminated, either by voluntary resignation or involuntarily for any reason, and the employee has used more PTO than the employee has accrued as of the date of termination, the employee shall be required to repay the Village for the PTO used, but not accrued.

For example, if an employee who has 184 hours of PTO available for use on January 1st of the current year uses 100 PTO hours prior to their resignation or termination date on June 30th, they would be required to pay the Village back for the 8 hours of PTO that was used, but never accrued (i.e., Accrual rate of 15.33 hours per month for 6 months equals 92 hours. 100 hours used minus 92 hours accrued equals 8 hours).

The number of employees on PTO at any given time shall be determined by the Department Head. Each Department Head shall schedule and approve PTO usage, giving due consideration to the length of service, Village needs, and the staff required to perform ongoing Village activities.

208 Bereavement Leave

Employees may take up to three (3) consecutive workdays with pay for bereavement leave following the death of a parent, step-parent, spouse, brother, sister, children/step-children, father-in-law, or mother-in-law.

Employees may take one (1) day of paid bereavement leave for the death of an aunt, uncle, niece, nephew, sister-in-law, brother-in-law, grandparent, grandchild and spouse's grandparents, or any other relative in the employee's household or spousal equivalents.

In addition, time off without pay may be allowed by the Village Administrator upon request.

209 Jury Duty

Regular full-time and part-time employees who are directed by a court of law, or compelled by subpoena, to perform jury duty or to appear as a witness in a legal proceeding on a scheduled workday shall be granted a leave of absence without loss of pay during the employee's regular work hours. For purposes of this policy, an employee will be deemed to be required to serve as a witness only in cases in which the employee is not a party, and is compelled to attend by subpoena. Leave will not be paid for days when part-time employees are not scheduled to work.

Jury or witness duty leave shall be granted by the Department Head or Administrator upon presentation of satisfactory evidence of a requirement to perform as a jury member or proof of such subpoena

service and proof of jury service. Employees who are released from jury duty or subpoenaed appearance before the end of their workday are required to contact their Supervisor/Department Head regarding return to work.

Any payment for jury or witness duty, except for mileage payments, shall be reimbursed by the employee to the Village at the time of such payment. The status of the employee for the purpose of determining the length of service, status, responsibility, and salary shall be unaffected by such jury duty or witness leave.

210 Military Leave

The Village will abide by all the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and will grant military leave to all eligible full-time and part-time employees according to all applicable state and/or federal laws. As with any leave of absence, employees must provide advance notice to the supervisor of their intent to take military leave and must provide appropriate documentation unless giving such notice is impossible, unreasonable, or precluded by military necessity.

For the duration of any required Military Leave, upon the employee's presentation of proper evidence to the Village, the Village shall pay the employee the difference between the employee's total military pay, excluding any housing allowance, and the employee's regular pay from the Village provided that the employee's regular pay from the Village is greater than the employee's total military pay, excluding any housing allowance. In the event of required Military Leave for less than two consecutive weeks, any military pay earned on days the employee is not scheduled to work for the Village shall not be counted toward the employee's total military pay for the purposes of calculating differential pay. Differential pay shall be issued by the Village on its regular payroll schedule.

211 Workers Compensation

The Village shall maintain Worker's Compensation insurance coverage of all employees in the manner provided by Wisconsin Statutes covering injuries incurred in the course of their Village employment.

Any employee who sustains an injury while engaged in Village employment shall immediately report the injury to the employee's Department Head or immediate supervisor. A First Report of Injury Form is required to be completed within 24 hours of the incident and to be submitted to the Village Clerk whether or not a claim for Worker's Compensation will be filed.

If the injury requires time off from work the Village will pay the employee's first 3 days (the waiting period) but thereafter, worker's compensation payments will be made as specified by law. Employees may supplement any worker's compensation payments with PTO or compensatory time available if desired.

212 Family Medical Leave

This policy outlines the federal and Wisconsin Family and Medical Leave Acts (FMLA) and applicable rights and obligations. Should this policy conflict with the federal or Wisconsin law, the provisions of the law shall control. The Department of Labor's summary of the federal law follows our FMLA policy.

We administer this FMLA policy on a calendar year basis, except for military caregiver leave.

Definitions of terms such as “serious health condition,” “child,” “parent,” “spouse,” and “domestic partner” are applied as defined in Wisconsin and federal law.

Both Wisconsin and Federal family and medical leave will run concurrently with each other and concurrently with any other leave available to you under our policies or collective bargaining agreements, and under federal or Wisconsin law, including worker’s compensation, to the extent, such leave qualifies for FMLA.

Leave taken under this Policy will not result in any disciplinary action.

Eligibility for Leave.

Wisconsin - You are eligible for Wisconsin family or medical leave if you have worked at least 52 consecutive weeks and have worked at least 1,000 hours (paid leave counts) in the 52-week period before leave begins.

Federal - You are eligible for federal family and medical leave if you have worked for at least 12 months (not necessarily consecutive) and have worked 1,250 hours (only actual hours worked counts) in the 12-month period immediately before leave begins.

Type and Amount of Leave Available.

Wisconsin FMLA

- a) Up to 6 weeks for the birth or adoption of a child, to begin within 16 weeks of the birth or placement.
- b) Up to 2 weeks to care for a child, spouse, domestic partner, or parent (including parents of your spouse or domestic partner) with a serious health condition.
- c) Up to 2 weeks for your own serious health condition.
- d) Wisconsin Bone Marrow and Organ Donation Leave Act: You will receive up to 6 weeks as a bone marrow and/or organ donor upon written verification.

Federal FMLA.

- a) Up to 12 weeks of leave for:
- b) The birth of a child and to care for the newborn within one year of birth;
- c) The placement of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- d) To care for your spouse, child, or parent who has a serious health condition;
- e) A serious health condition that makes you unable to perform the essential functions of your job.

Military Caregiver Leave.

You may take an unpaid leave of up to 26 weeks to care for your parent, spouse, child, or next of kin who is a covered servicemember and who sustains a serious illness or injury while on active military duty. This injury or illness must render the servicemember medically unfit to perform his/her military duties and for which the service member is undergoing medical treatment, recuperation or

therapy, whether inpatient or outpatient or is assigned to the temporary disability retired list. The maximum 26 weeks of leave to care for a service member includes, and is not in addition to, all other FMLA leave.

Qualifying Exigency. Unpaid leave of up to 12 weeks may be taken by you for any “qualifying exigency” that arises because of your spouse, child, or parent serving on active duty, or being notified of an impending call to active-duty status to support a contingency operation. Federal FMLA regulations define a “qualifying exigency” to include such activities as attending certain military events, arranging for alternative childcare or school activities, addressing certain financial and legal arrangements, attending certain counseling sessions, and time for the military member’s rest and recuperation, and attending post-deployment briefings. You may be required to provide documentation to verify eligibility for leave, including providing a copy of active-duty orders.

Intermittent Leave. You may be allowed to take FMLA leave on an intermittent or reduced schedule basis within the parameters set by law. Only the amount of leave taken will count against leave entitlements. Please contact the Village Administrator to discuss the parameters of intermittent or a reduced schedule leave.

Pay During FMLA Leave. In general, both Wisconsin and federal FMLA leaves are unpaid. The employee may substitute any available accrued paid leave for unpaid Wisconsin FMLA leave. After completion of Wisconsin, FMLA leave, the Village will require that the employee substitute any available accrued paid leave for any remaining unpaid federal FMLA leave.

Notification of Your Need for FMLA Leave.

You must notify us of your need for FMLA leave. You should request leave in writing on forms provided by the Village Clerk. The information you provide must be sufficient to allow us to determine that the leave qualifies for FMLA.

You will need to respond to our inquiries as needed so that we may determine if an absence qualifies as FMLA. If you do not provide sufficient information to support a determination, the leave may be denied or delayed.

You need to provide 30 days advance notice of FMLA leave when the need is foreseeable. If that is not possible, or the leave is not foreseeable, you must provide notice as soon as possible. If you cannot give 30 days advance notice for foreseeable leave, without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, your FMLA leave may be denied or delayed.

Medical Certification.

If leave is for your own serious health condition, the serious health condition of a covered family member, or a qualifying exigency, you may be required to provide a medical certification form completed by the health care provider. You must submit the certification form within 15 calendar days of the request. If you make a diligent good faith effort but cannot meet the 15 calendar day deadline, we will give you additional time to provide the certification. We may require you to provide updated medical certification forms periodically to the extent permitted by law.

If you do not provide the medical certification form as requested, your leave (or the continuation of your leave) may be denied or delayed until you provide it. If you never produce a requested certification, the leave is not FMLA covered and will not be protected by FMLA laws.

Genetic Information Nondiscrimination Act (GINA) Notice. GINA prohibits employers and other covered entities from requesting or requiring your genetic information, except as allowed by the law. Please do not provide any genetic information when responding to a request for medical certification. Genetic information includes your family medical history, the results of your or a family member's genetic tests, that you or a family member sought or received genetic services and genetic information of a fetus carried by you or a family member or an embryo held by you for a family member receiving reproductive services.

Insurance and Benefits. You may continue to receive health, dental, and vision insurance coverage while on FMLA on the same terms as if you continued to work. You must continue to pay your share of the premiums through payroll deduction or by direct payment on the first of the month. Subject to COBRA, FMLA, and any other applicable laws, our obligation to maintain health, dental and vision benefits will stop if you inform us of your intent not to return to work at the end of the leave period, if you fail to return to work when your leave entitlement is exhausted, or if you fail to make required payments while on leave. You will continue to earn accrued benefits while the paid leave is substituted for unpaid FMLA time off.

Return to Employment. When you return from FMLA for your own serious health condition, you must provide a return-to-work release signed by your treating physician showing that you can return to duty with or without work restrictions. We will delay your return to work until it is received.

At the end of your FMLA leave, you will be returned to the position you held at the commencement of leave or, if the position is filled, to an equivalent position. The return-to-work entitlement will be no greater than if you had continued in employment without taking leave.

Under Federal FMLA, the return-to-work entitlement does not apply to "key" employees. We will notify you regarding key employee status and its possible implications on job restoration at the time leave is requested.

You must notify your immediate supervisor if your return-to-work date changes. If you want to return to work before leave is scheduled to end, and work is available, you must notify us at least 2 workdays prior to the desired return date.

If you do not return to work from an FMLA leave at the designated time, we will consider you to have voluntarily ended your employment, unless you were unable, because of an emergency, to notify us.

If your FMLA leave expires, and you remain unable to perform the essential functions of your position, your right under the FMLA to your job will end with the expiration of the FMLA leave period. You should contact the Village Administrator to discuss options, which will take into consideration the circumstances of your particular situation and any obligation to reasonably accommodate a disability if one exists as defined by applicable state and federal laws.

See the below U. S. Department of Labor Wage and Hour Division link for additional information:

US Department of Labor FMLA - <https://www.dol.gov/general/topic/benefits-leave/fmla>

213 Leave of Absence

A leave that does not involve paid time off or Family Medical Leave is categorized as an unpaid leave of absence. Employees may request an unpaid leave of absence in writing addressed to the Village Administrator. The request shall outline the requested period and reason for leave. Approvals of requests are at the Village's sole discretion. Failure to report back to work at the expiration of any leave shall be considered a voluntary resignation.

214 Inclement Weather/Emergency Closings

At times, emergencies such as severe weather, fires, power failures, etc., can disrupt Village operations. In extreme cases, these circumstances may require the closing of a Village facility. If non-exempt employees are sent home because of weather conditions or are called at home and instructed not to report to work, the employee may elect to use PTO or compensatory time to cover said hours; otherwise, the hours missed will be unpaid. If you are not able to report to work due to weather conditions, you may use PTO or compensatory time for hours not worked, otherwise, the time off will be unpaid. Employees in essential or emergency operations may be asked to work on a day when operations are officially closed.

215 Travel Policy

The purpose of this policy is to establish the rules governing travel expenses and to detail procedural matters concerning travel authorization, documentation, and accounting. This policy is applicable for all travel expenses incurred on behalf of the Village by employees, elected officials, Village Board, and Commission members.

A. Policy

The Village recognizes that business travel is necessary at times to conduct Village business, and to attend out-of-town professional conferences, training sessions, and meetings to enhance an employee's skill base. The following provisions address the types of reimbursement available to employees, as well as procedures for submitting expenses for reimbursement.

1. Transportation

Commercial carrier fares shall be limited to "coach" or "economy" fares. Travel to and from train stations and airports could be by bus, hotel, taxi, rideshare, or private vehicle. Where a private vehicle is used, mileage will be paid from the Village Hall or the employee's residence, whichever is closer. Receipts for transportation costs are required.

Utilization of Village vehicles is encouraged for business travel. Prior approval must be obtained by the appropriate Department Head. Any expenses (i.e., gasoline or repairs) attributed to Village vehicles, as well as expenses for tolls, parking, and parking garage charges, will be reimbursed upon submission of receipts.

Private vehicles may be utilized for business travel when Village vehicles are not available. Prior approval must be obtained by the Village Administrator and copies of insurance cards must be provided to the Village Clerk. No employee may use any automobile for Village business of any nature unless the

automobile is insured in the amount mandated by State law. Mileage will be reimbursed per the current rate of the Internal Revenue Code, plus tolls, parking, and garage charges, upon submittal of receipts and reimbursement request form.

When driving on Village business, the use or possession of alcohol and/or controlled substances before driving or while driving is prohibited. Employees shall not use electronic devices while driving unless utilizing hands-free devices otherwise exempted by state law or local ordinance. This does not prohibit the use of mobile or portable radios such as CB Radios.

2. Lodging

Employees are expected to stay at mid-priced and economy hotels unless a conference discount is available at more expensive facilities. Receipts for lodging are required. Personal telephone calls, internet access, movie rentals, and other similar charges will not be reimbursed.

Village employees are exempt from paying Sales Tax in Wisconsin and should avoid doing so by furnishing retailers with Tax Exempt certificate (available upon request from the Village Clerk's Office).

Lodging reimbursement shall be limited to the minimum number of nights required to conduct the assigned Village business. Employees choosing to arrive early or stay later will not be reimbursed for additional lodging or related expenses.

Lodging expenses shall not be reimbursed for meetings or conferences held within seventy-five (75) miles of the Village unless prior written approval is obtained from the Village Administrator.

3. Meals, Entertainment & Miscellaneous Expenses

Employees will be reimbursed for meals, tips, and other miscellaneous expenses, upon submittal of itemized receipts. Meal expenses will be limited to the Federal IRS and GSA guidance per diem per day/meal, for purchases outside Waukesha County. Reimbursement for alcoholic beverages is not permitted.

The GSA provides guidance on the appropriate amount for each meal on its website (www.gsa.gov/mie). Please visit the GSA website (www.gsa.gov/perdiem) for guidance for daily meal per diems for your conference/meeting location.

All requests for reimbursement must be submitted within 30 days of the completion of travel. All requests shall be submitted according to Federal IRS and GSA guidance and reimbursement checks will not encompass Sales Tax and/or alcohol charges.

Village employees are exempt from paying Sales Tax in Wisconsin. Village Employees will not be reimbursed taxes. The Employee will present the retailers with Tax Exempt certificate (available upon request in the Village Clerks office)

4. Registration and/or Tuition Fees

Registration and tuition fees for professional and technical meetings and conferences must be pre-approved by the department head and may be reimbursable provided the expense is included in the respective Department budget, upon submission of receipts, or may be paid directly by the Village with prior approval by the Department Head or Administrator (in the case of Department Heads).

5. Travel with Spouse and/or Family

If a spouse and/or other family member travel on an official trip, reimbursement shall be limited to the single rate for the room occupied and only employee meals will be reimbursed.

6. Code of Conduct

While traveling, employees are representing the Village and are expected to conduct themselves in a professional manner that promotes a positive image to instructors, business persons, and the general public.

B. PROCEDURES FOR AUTHORIZATION

1. Travel Authorization

Employees must receive authorization to travel before any business travel is undertaken. Employees should submit their travel request at least 15 days prior to departure and obtain the Supervisor's written authorization for the trip. The travel request must contain the following information:

- a) Employee's name
- b) Destination
- c) Purpose of the trip
- d) Dates of departure and return
- e) Type of transportation requested
- f) Supervisor's written approval

When possible, travel arrangements should be charged or billed directly to the Village.

2. Expense Report

A reimbursement request shall be filled out upon the completion of the business travel and turned into the Village Clerk's Department within 30 days of travel completion. Itemized receipts and your supervisor's signature must be attached to the report to receive reimbursement. Sales tax paid by the employee will not be reimbursed.

216 Driving Policies

The following policies covering the operation of Village vehicles, and personal vehicles used for Village business, are of a general nature. The Village reserves the right to make specific decisions regarding employee use of Village vehicles, unacceptable driving records, suspension of driving privileges, etc. based on the particular circumstances of any given situation.

Authorized drivers will follow safe driving practices and will comply with all Federal, State or local laws governing the operation of motor vehicles and rules of the road. This includes taking all steps to ensure the driver's total concentration and safe operation of vehicles, such as, but not limited to:

- a) Determining clear directions before departure.
- b) Not smoking or vaping in any Village vehicle.

- c) Not manipulating radios, telephones, personal data assistants or other equipment while the vehicle is moving except for conducting official business.
- d) Not talking or texting on cell phones while the vehicle is moving, unless using a hands-free device and only when conducting official business.
- e) Not reaching for objects when taking your eyes off the road would be required to do so.
- f) No employee may use any alcohol within eight (8) hours following an accident.
- g) No person shall use or possess illegal drugs.
- h) No person shall have any measurable alcohol concentration or any detected presence of alcohol or be under the influence of alcohol, illegal drugs, a chemical substance, or other substance that can impair one's ability to operate a motor vehicle or piece of equipment.

Employees who are required to drive in order to perform their job duties must maintain an acceptable driving record. A record that suggests an employee's driving poses an undue risk to the Village will result in the revocation of authorization to drive on Village business. An employee can apply for reinstatement of his/her driving privileges, the granting or denial of which will depend on all relevant factors including but not limited to, maintenance of a clean driving record for one year, agreement by the employee to attend a remedial driving program, at the cost of the employee, and increase automobile liability insurance levels.

- a. Employees who are required to drive in order to perform their job duties must report all infractions or violations incurred while driving, whether incurred during work time or on personal time, to the Village Administrator within 72 hours of the occurrence. The Village may check driving abstracts of those employees who drive in the course of performing their job functions on a periodic basis. Driving convictions received in the course of Village business may be considered grounds for disciplinary action, including possible termination, depending on the circumstances.
- b. Employees who use their personal vehicles to perform any of their job functions must carry adequate insurance coverage. Proof of insurance coverage must be submitted to the Clerk by all such employees.
- c. If you use a vehicle owned, leased, or rented by the Village, you may not use that vehicle for personal reasons unless you receive advanced approval from the Village Administrator.
- d. When a Village vehicle cannot be operated, is unsafe for use, or has been damaged, a supervisor must be notified immediately.
- e. Drivers must operate vehicles carefully and keep them under control at all times, applying codes of defensive driving. Drivers must observe all applicable traffic ordinances, give proper warning signals and operate vehicles in a safe manner at all times.
- f. The driver of a Village vehicle is responsible for it while in his/her charge and will not permit unauthorized persons to drive it.
- g. Drivers are required to turn on the vehicle headlights at all times while driving for Village business.
- h. Drivers and all passengers are required to use seat/safety belts at all times.
- i. Employees who are involved in an accident while driving on Village business must comply with the following policies:
 - i. Stay at the scene of the accident and turn on the four-way flashers.
 - ii. Immediately contact law enforcement and your Supervisor, Department Head, or Village Administrator.

- iii. When requested, give your name, address, Village affiliation and show your driver's license to the other party and law enforcement personnel.
- iv. Complete all necessary worker's compensation and incident report forms within 24 hours of the incident.
- j. Following the accident involving a commercial motor vehicle the employee involved must be tested for alcohol and drugs when any of the following occurs:
 - i. The employee was performing a safety-sensitive function
 - ii. An accident involving bodily injury or fatality
 - iii. A citation is issued to the employee under state or local law for a moving traffic violation arising from the accident.

217 Dress Code Policy

Village employees are expected to dress and act in a manner consistent with the position they hold and the degree to which they contact the public. Village employees are expected to present a personal appearance that projects a positive image of the Village.

Employees that are not required to wear uniforms should dress in appropriate professional departmental attire. If an employee is unsure what constitutes appropriate attire, the employee should check with his/her supervisor or the Village Administrator.

Friday dress code for the Village Hall (or other specifically approved theme days per the Administrator) permits casual attire including jeans that are clean and without holes and tennis/athletic shoes.

An employee's supervisor is required to discuss the subject of personal appearance with the employee if it does not positively reflect the image of the Village. Employees who are inappropriately dressed in the supervisor's opinion may be sent home and required to return to work in acceptable attire. Under these circumstances, the employee shall not be paid for time away from the worksite. Employees who do not comply with this policy may be subject to discipline, up to and including termination.

Department of Public Works employees who are issued a uniform are required to wear the uniform while working for the Village. If an employee is not issued a uniform the employee may wear a plain shirt and pants.

Safety Workwear allowance

Public Works employees are eligible for a work boot allowance up to but not exceeding \$200.00 per year which cannot be carried over to the next year.

The Village will pay the cost of basic OSHA-compliant prescription safety glasses for Public Works employees up to \$385.00 every two years. A detailed statement must be submitted with proof that the safety glasses are OSHA compliant before reimbursement will take place. Safety glasses must be worn with side shields.

In the event an employee can demonstrate the need for new lenses because of a prescription change prior to the regular (2) two-year reimbursement schedule the Village shall reimburse an employee up to \$200.00 for such new lenses.

Village-owned uniforms, tools, supplies, equipment, and facilities shall not be used for private or unauthorized purposes. The Village facilities, equipment, supplies, tools, and uniforms are purchased with tax dollars and are for the sole use of conducting Village business.

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SECTION 3 - BENEFITS

301 Health Insurance

The Village provides group health insurance benefits for eligible Village employees. Employees who meet the individual plan requirements for eligibility may participate in the group health insurance program. Currently, the Village provides insurance through the State of Wisconsin Insurance Plan and applicable rules and regulations of that Plan are followed for covered employees.

The Village has the sole discretion to determine what insurance benefits will be provided and the level of the benefits to be offered. Because of the ever-increasing cost of medical insurance, employees may from year to year be required to contribute an amount toward the cost of monthly premiums as established by the Village Board.

The Village of Pewaukee offers an Opt-Out Incentive for eligible employees who waive the Village's Health Insurance policy. Please refer to Appendix 'A' for details.

302 Dental Insurance

Regular (non-seasonal or temporary) employees working an average of 30 hours per week are eligible for Dental Insurance made available by the Village. The Village shall pay a portion of the dental premium as approved by the Village Board with the employee responsible for the premium balance.

303 Life Insurance

The Village offers employees eligible for WRS a life insurance benefit. (Beginning April 2023).

The life insurance benefit is administered by Employee Trust Funds (ETF) and subject to the applicable plan details and plan documents which may be accessed by the ETF website or by contacting the Clerk.

Employees that are not WRS eligible would not receive life insurance coverage through the Village.

304 Disability Insurance

Short Term Disability

The Village offers employees working 30 hours or more a short-term disability benefit.

The short-term disability benefit is administered Madison National Life Insurance and subject to the applicable plan details and plan documents which may be accessed by contacting the Clerk.

PTO may be used during the seven (7) day waiting period but thereafter, short-term disability payments will be made as specified by the plan details. Employees may supplement short-term disability payments with PTO or compensatory time available if desired subject to the plan details.

Long Term Disability

The Village offers employees working 30 hours or more a long-term disability benefit.

The long-term disability benefit is administered Madison National Life Insurance and subject to the applicable plan details and plan documents which may be accessed by contacting the Clerk.

305 Retirement

The Village participates in the Wisconsin Retirement System (WRS). Employee eligibility and Village employer contributions are established by state law.

Employees who retire with twenty (20) or more years of full-time service with the Village may elect to continue to participate in the Village's health insurance program at the coverage level they have at the time of retirement. For those employees who commence employment with the Village on or after January 1, 2018, the Village will continue to pay an amount equal to 25% of the total monthly premium cost charged at the time the employee retired until the end of the 102nd month after retirement or the date the retired employee reaches Medicare eligibility, whichever occurs first. Thereafter, the retired employee shall pay the entire balance of the premium directly.

The amount paid by the Village will not increase, regardless of any increase in total monthly premium costs. However, the amount paid by the Village may decrease if for any reason such amount would constitute more than 25% of the total monthly premium cost of the retired employee's health plan, in which case the amount paid by the Village shall be adjusted to be no more than 25% of the total monthly premium cost of the retired employee's health plan.

Retired employees eligible to participate in the Village's health insurance program may change from family coverage to single coverage, but may not change from single coverage to family coverage. Additionally, if at any time after retirement a retired employee ceases to participate in the Village's health insurance program, the retired employee will not be entitled to future participation in the program.

Payments will be due to the Village Clerk no later than the 15th day of the month preceding coverage. Retiree benefits in the Village health insurance plan shall be consistent with the policy benefits applicable to general employees. The Village has the sole discretion to determine what insurance benefits will be provided and the level of the benefits to be offered.

For those employees who commenced employment with the Village prior to January 1, 2018, and who are otherwise eligible to continue participation in the Village's health insurance program upon retirement as outlined above, the Village will continue to pay an amount equal to 25% of the total monthly premium cost until the end of the 102nd month after retirement or the date the retired employee becomes Medicare eligible, whichever occurs first. Thereafter, the retired employee shall pay the entire balance of the premium directly. For such employees, the Village's 25% premium contribution will fluctuate proportionately with increases or decreases in the total premium and will not be subject to any cap or maximum amount for as long as the employee is eligible to participate in the Village's health insurance program.

306 Cafeteria Plan

The Village maintains a Cafeteria Plan (Section 125) that allows employees to make pre-tax contributions for their health and dental insurance premiums. Questions about the Cafeteria Plan, qualifying expenses, and applicant limits can be answered by the Village Clerk.

307 Deferred Compensation Program

The Village has a deferred compensation program available for its employees. The participation of the program is 100% funded by the employee. The Village administers the program at no cost to the employee. The Village Clerk can provide information on the specific program/plan offered. This program is available to the Village employees.

308 Licenses

The Village will pay the costs for licenses that are required for the job.

The Village will reimburse Public Works employees for their commercial driver's license cost but the fee of the regular driver's license is paid by employees.

The Village will reimburse Public Works employees for the cost of their first medical appointment to obtain their federal medical card which is required to hold their commercial driver's license. Any additional appointments would be at the expense of the employee.

309 Flexible Spending Plan

Eligible employees can elect to participate in the Flexible Benefit plan, which allows employees to pay for covered medical and dependent care expenses with pre-tax dollars, thereby reducing the amount employees pay in payroll taxes. The rules governing maximum amounts of payroll deductions and reimbursement procedures are established by the IRS. Annual election forms are required to participate in this plan. Contact the Village Clerk for additional information.

310 Employee Assistance Program

The Village has available an Employee Assistance Program (EAP) for regular employees. This program is for all Full-time employees and any employees who work over 30 hours per week (1,560 hours per year) only. The EAP offers confidential help for a variety of needs and concerns such as depression, stress management, anxiety, marital difficulties, relationship problems, family conflict, alcohol or drug addictions, financial or legal concerns, parenting concerns, gambling problems, eating disorders, eldercare, and childcare.

Employees and dependents may contact the Village Clerk or Village Administrator for the phone number for the EAP to schedule an assessment. Employees and dependents may also contact the Village's EAP Coordinator or the Administrator for information about the EAP or assistance in scheduling.

*All sworn officers, including command staff, shall be entitled to the following employee benefits subject to the same terms and conditions as members of the police bargaining unit: group life insurance, hospitalization, and surgical care insurance, dental insurance, long-term disability, flexible spending plan, and sick leave policies.

SECTION 4 - GENERAL POLICIES

401 Code of Ethics / Gifts and Gratuities

An employee may not use or attempt to use the employee's position to obtain financial gain, anything of value, or any advantage, privilege, or treatment for the employee or member of the employee's immediate family's private benefit or for an organization with which the employee is associated.

No employee or member of the employee's immediate family may, directly or indirectly, solicit or accept from any person or entity, directly or indirectly, anything of value if it could reasonably be expected to influence the employee's job performance or could reasonably be considered as a reward for the employee's action or inaction.

No employee may:

Take any employment action affecting, directly or indirectly, a matter in which the employee, a member of his/her or his immediate family, or an organization with which the employee is associated has a financial or personal interest;

Use the employee's position in a way that produces or assists in the production of a benefit, direct or indirect, for the employee, a member of the employee's immediate family either separately or together, or an organization with which the employee or the employee's immediate family member is associated.

This does not prohibit an employee from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses.

No employee shall grant any privilege, anything of value, special consideration, treatment, or advantage to any person beyond that which is available to every other person except as may be specifically provided for by law.

Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between their personal interests and those of the organization. The Village needs to know that the transactions employees participate in are ethical and within the law, both in letter and in spirit.

The Village recognizes that different organizations have different codes of ethics. However, just because a certain action may be acceptable by others outside of the Village as "standard practice," that does mean the practice is acceptable in our organization.

There is no way to develop a comprehensive, detailed set of rules to cover every business situation. It is the expectation of the Village Board that every Village Board member and Village employee will act ethically in the performance of his/her duties so that the actions of the employee will reflect positively on the Village and the employee as an individual. Each employee should at all times conduct himself/herself in a manner that will not conflict with local, state, or federal law. Whenever employees are in doubt, they should consult their supervisor or the Village Administrator.

402 Anti-Harassment and Anti-Retaliation Policy

PURPOSE

The purpose of this policy is to maintain a healthy work environment in which all individuals are treated with respect and dignity and to provide procedures for reporting, investigating, and resolving complaints of harassment, discrimination, and retaliation.

POLICY

The Village is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in an atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, it is the policy of Village to ensure a workplace free of discrimination or harassment based upon age, race, religion, color, sex, national origin, ancestry, disability, arrest or conviction record, sexual orientation, marital status, military participation, or any other characteristic protected by law ("protected status"). Harassment or discrimination based on another's protected status will not be tolerated.

This policy applies to all employees regardless of position in the organization, as well as elected officials, vendors, citizens, and any other third party. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, or business-related social events.

Discrimination:

We are an equal opportunity employer. All employment decisions will be made without regard to a person's protected class status. Protected class discrimination is in direct violation of this policy and will not be tolerated.

Harassment:

For purposes of this policy, harassment is defined as any verbal or physical conduct that is designed to threaten, intimidate, coerce or denigrate an individual because of his/her protected status.

Harassment can take many forms and may include, but is not limited to:

- a) epithets, slurs, or negative stereotyping;
- b) threatening, intimidating or hostile acts;
- c) denigrating jokes;
- d) verbal abuse;
- e) written or graphic material that denigrates or shows hostility or aversion toward a protected class;
- f) nonverbal conduct, such as staring or making denigrating gestures;
- g) physical conduct, such as stalking, assault, unwanted touching;
- h) any other type of verbal, physical, written, or visual conduct.

Sexual Harassment:

Sexual harassment is a form of harassment and is illegal under state and federal law. This policy protects both male and female employees from sexual harassment. Our policy prohibits all conduct, whether physical, verbal, written or visual that is based on sex, including but not limited to:

Unwelcome sexual flirtations, compliments, advances, requests, or propositions.

Any statements of a sexual nature or referencing one's sexuality, gender, or sexual experience, sexual gestures, innuendos, gestures, suggestions, "kidding", "teasing" or jokes.

Unwelcome touching, patting, pinching, brushing against another's body or attention to an individual's body and physical assault.

The display of sexually related or suggestive pictures or objects including emails or other computer images.

Reporting Harassment, Discrimination, or Retaliation: The Village encourages reporting all perceived incidents of discrimination or harassment, regardless of the offender's identity. The Village will investigate all such reports. Individuals who believe they have been a victim of or have witnessed such conduct should relay their concern(s) to their immediate supervisor. Should the individual not feel comfortable discussing the situation with their immediate supervisor, they should talk with the Village President, Village Administrator, or any other supervisor within the organization.

The Village also prohibits retaliation against any individual who reports discrimination or harassment or participates in the investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation is itself a violation of this Policy and will be subject to disciplinary action, up to and including termination. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

An employee who makes a false or malicious complaint of harassment, discrimination, or retaliation may be subject to appropriate disciplinary action, up to and including termination.

Results of an investigation indicating harassment, discrimination, or retaliation will be dealt with appropriately. An employee who violates this policy may be referred for counseling or training or be subject to disciplinary action, up to and including termination.

Confidentiality:

We understand that matters of harassment or discrimination can be sensitive, and when possible, we will keep complaints and related information in confidence. Disclosure will occur only when necessary to investigate and resolve the matter and when required by law.

403 Violence-Free Workplace

The Village strives to maintain a workplace for employees free from any form of violence. The Village is committed to preventing workplace violence and maintaining a safe work environment. Engaging in any workplace violence or threats of violence may result in immediate termination of employment.

It is up to each employee to help make the Village a safe workplace for all employees. The expectation is that each employee will treat all other employees, residents, and potential customers of the Village with dignity and respect. Employees can and should expect management to care about their safety and to provide as safe a working environment as possible by having preventive measures in place and, if necessary, by dealing immediately with threatening or potentially violent situations which occur.

Prohibited conduct includes, but is not limited to:

- a) Injuring another person physically;
- b) Engaging in behavior that creates a reasonable fear of injury to another person;
- c) Engaging in behavior that subjects another individual to extreme emotional distress;
- d) Possessing, brandishing, or using a weapon of any kind during work hours except for storage in a vehicle consistent with Wisconsin law;
- e) Intentionally damaging property;
- f) Threatening to injure an individual or to damage property
- g) Committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and
- h) Retaliating against any employee who, reports a violation of this policy.
- i) All threats of or actual acts of violence either direct or indirect, should be reported as soon as possible to an employee's immediate department head or supervisor. This includes threats by employees as well as threats by domestic partners, citizens, vendors, solicitors, or any other member of the public. When reporting a threat or actual acts of violence, the employee should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to the department head. An employee should not place him or herself in real or perceived danger. If an employee sees or hears a commotion or disturbance near their workstation, the employee shall not attempt to intercede. The department head or supervisor should be contacted, and, if appropriate, 911 called.

The department head or designee will promptly investigate all reports of threats or actual acts of violence and suspicious individuals or activities. The identity of the individual making the report will be kept confidential to the extent possible. In order to maintain workplace safety and maintain the integrity of the investigation, the Village may suspend employees, either with or without pay, pending the outcome of the investigation.

Employees found to be responsible for threats of, or actual acts of violence or other conduct that is in violation of this policy will be subject to immediate disciplinary action, up to, and including termination of employment. If a person other than a Village employee is found to be responsible for threats or actual acts of violence or other conduct that is in violation of this policy, the Village will prohibit such person from entering onto Village property.

404 Drug and Alcohol-Free Workplace

We will maintain a drug-free and alcohol-free workplace. Accidents, injuries, absenteeism, decreased productivity and property damage can result if you are under the influence of drugs, alcohol, or other substances at work.

Conduct and Discipline. A violation of the following rules may result in disciplinary action or termination:

You are prohibited from using, possessing, manufacturing, selling, distributing, purchasing, or dispensing alcohol or controlled substances/illegal drugs or drug paraphernalia on Village property while performing your job duties or engaged in a Village-sponsored activity, or while on Village business.

You are prohibited from reporting for or remaining on duty or performing assigned job duties while under the influence of alcohol or a controlled substance/illegal drug, or having the prohibited level of alcohol or an illegal drug/controlled substance in your system as indicated by a positive test result.

You may not bring or consume any prescription drugs that are not prescribed for you, or that impair your ability to do your job. You must notify your supervisor or the Village Administrator before engaging in any work if your prescription medication could affect job performance and/or safety.

Criminal convictions for manufacturing, distributing, dispensing, possessing, or using controlled substances/illegal drugs in the workplace must be reported in writing to the Village Administrator no later than 5 calendar days after such conviction.

If you refuse to submit to a drug and/or alcohol test when directed to do so under circumstances consistent with this policy, you will be immediately placed on suspension pending investigation. You may not engage in any conduct that prevents completion of a test or provide false information when tested or attempt to falsify a test result.

You may not use any alcohol within 8 hours following an on-duty accident.

You must comply with requirements for treatment, aftercare, and return to duty, if applicable.

Employee Assistance Program (EAP).

Employees are encouraged to voluntarily seek professional, confidential assistance for alcohol and drug problems. Contact and other information for the EAP provider are located in the Village Clerk's office. You are also encouraged to utilize any programs offered by our insurance programs.

Testing. We will require drug and/or alcohol testing under the following circumstances:

- Pre-Employment: Drug testing is part of the evaluative procedure for new and returning employees and will be conducted upon a conditional offer of employment.
- Reasonable Suspicion: You will be required to test if there is a reasonable suspicion that you are impaired, under the influence of, or have drugs or alcohol in your system. "Reasonable suspicion" means observations of objective facts sufficient to lead a prudent person to conclude that you may be under the influence or have a prohibited substance in your system.
- Post-Accident/Work-Related Incident: We may require drug and alcohol testing following a work-related incident/accident.
- Random: Drug testing may be required on a random basis for those in any safety-sensitive positions.
- Return-to-Duty: Any employee found to have violated this policy and who is allowed to return to work will be required to test prior to returning to duty, and then randomly thereafter, for a one-year period at the employee's expense.

Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable laws.

405 Solicitation

In the interest of maintaining a proper business environment and preventing interference with Village work and inconvenience to its customers, the Village establishes the following rules related to solicitations and distribution of literature on Village property, except as authorized by the Administrator:

Employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions or solicit for any other cause during work time.

Employees may not distribute literature at any time in working areas.

Non-employees may not solicit or distribute literature in or on any Village buildings at any time for any purpose.

"Work time" includes the working time of both the employee doing the soliciting and/or distributing and the employee to whom the soliciting and/or distributing is directed. "Work time" does not include break periods, meal periods, or any other specified periods during the work day when employees are not, with the permission of their supervisor, engaged in performing their work tasks.

"Working areas" includes all areas of Village premises which it owns or has control in which work time activities are taking place and also includes the public areas of the premises.

406 Technology Policy

Overview.

The Village provides you and other authorized users with access to and the use of a variety of information technology resources. These resources are provided to you in an effort to allow you to be more efficient, productive, and to have access to information that is necessary to carry out your responsibilities on behalf of the Village.

You are expected and required to use these information technology resources in a manner consistent with your position and work responsibilities with the Village. The Village establishes policies and monitors operations to protect you from creating legal liabilities and negative publicity for yourself and the Village, either knowingly or unknowingly. The Village expects you to act responsibly, and always in the best interests of the Village.

Use of the Village's Information Technology Resources contrary to the policies contained herein is prohibited.

Definitions.

User:

Any employee or individual who has been authorized and granted access to and use of any Information Technology Resource by the Village of Pewaukee.

Information Technology Resources:

For the purpose of this policy, the Village of Pewaukee defines Information Technology Resources as any equipment, hardware, software, or network account/access that is assigned and/or available for Users to use in the course of their employment. These resources include but are not limited to the following: security access cards and/or Fob's, telephones, mobile phones, iPads or tablets, printers, fax machines, software applications, Internet access, social media access, voice mail, email, computer workstations,

laptop computers, storage media, digital cameras, radios, plotters, scanners, mobile data computers, and copy machines. This policy also applies to access for national and statewide criminal information networks and databases intended for law enforcement purposes.

Electronic Communications:

For purposes of this policy, "electronic communications" includes, but is not limited to, the sending, receipt, and use of information through the Village of Pewaukee's electronic information network (Intranet), the Internet, email, voice mail, telephones, cell phones, law enforcement-related information networks, and databases, or any other information technology resource.

General Provisions.

The Village's Information Technology Resources are designed for Village business use only. The Village recognizes that you may occasionally utilize Information Technology Resources for personal use. Such utilization must not interfere with the use of equipment for Village purposes or an employee's job responsibilities. Further, such use can only be incidental in nature, meaning that it is to be occasional, casual, minor, or insignificant and does not interfere with job performance or impede business-use operations. Finally, the User must provide all non-incidental consumables for such activity, i.e., colored ink, diskettes, flash drives, CD's etc.

Your voice mail, texts, social media messages, or other electronic communications may be read or heard by someone other than the intended recipient, and may even have to be disclosed to outside parties pursuant to public records laws or as part of discovery in connection with litigation. Accordingly, you must ensure that your messages are appropriate, courteous, professional, and in compliance with all other policies, procedures, and ordinances in this Handbook or otherwise created or issued by the Village.

Systems Management and Privacy.

To protect the integrity of any of the Village's Information Technology Resources, and protect legitimate users from the effects of unauthorized or improper use of these facilities, the Village maintains the authority to take any of several steps. This includes the authority to limit or restrict your use of the resources; the authority to access, inspect, copy, remove or otherwise alter any data, file, system, or technology resource that may undermine the proper use of such resources; and any other steps deemed necessary to manage and protect the Village's technology resources. This authority may be exercised with or without notice to you.

All work products created through the use of the Village's Information Technology Resources are the property of the Village of Pewaukee. All communications created, sent, or retrieved through the Village of Pewaukee information technology systems, including but not limited to, the Internet, are also the property of the Village of Pewaukee.

Users shall have no expectations of privacy with respect to any electronic communication or any use of any Village of Pewaukee Information Technology Resources, even those that are password-protected.

The Village of Pewaukee reserves the right to monitor, access, review, copy, store, or delete any electronic communications, including personal messages, from the system for business purposes and to disclose them to supervisors or others as it deems appropriate, or as may be required by law.

Accordingly, you should not utilize any Information Technology Resource to send, receive, or store any messages or information that you wish to keep private.

The Village of Pewaukee shall not be liable for, assume any legal responsibility for, or bear any costs arising out of electronic communications or other information flowing in or out of the Village's Information Technology Resources. The Village of Pewaukee assumes no responsibility for any consequences resulting from any employee or other User who uses any of its Information Technology Resources for any fraudulent or other illicit purposes, or otherwise contrary to the provisions of this Policy.

Prohibited Activity and Use of Good Judgment.

In addition to the policies set forth above, prohibited activities concerning the Village's Information Technology Resources include but are not limited to the following:

- Users will not transmit confidential information unless it is part of the User's scope of Village-related duties.
- Users will not alter any technology resource without authorization from the Village Administrator. This includes the installation, removal, and/or modification of hardware, software, or network equipment.
- Users will refrain from activity that wastes or overloads computing resources such as streaming audio and video unless prior approval has been obtained from the Administrator.
- Users will not initiate, propagate or perpetuate electronic chain letters.
- Users will not knowingly or carelessly perform an act that will interfere with the normal operation of computers, terminals, peripherals, or networks.
- Users shall not use Village computers or network facilities to gain unauthorized access to any computer systems.
- Users shall not make unauthorized attempts to circumvent data protection schemes or uncover security loopholes. This includes creating and/or running programs that are designed to identify security loopholes and/or decrypt intentionally secure data.
- Users will not violate the terms of applicable software licensing agreements or copyright laws.
- Users will not use Village resources for commercial activity, personal gain, religious or political causes, or any other prohibited activity.
- Users will not use electronic communications or any other technology resource to harass, threaten or intimidate others or to send materials that might be deemed inappropriate, derogatory, prejudicial, or offensive. This includes sending repeated, unwanted or unsolicited electronic communications to another user.
- Users will not transmit or reproduce materials that are slanderous or defamatory in nature, or that otherwise violate existing laws, regulations, policies, or which are considered to generally be inappropriate in a workplace.
- Users will not intentionally display images or text that could be considered obscene, lewd, sexually explicit, or harassing. Exceptions would include any images or text involved in a law enforcement investigation.
- Users will not create, send, store, or forward any messages or information that may reasonably be deemed to be intimidating, hostile, or offensive in nature, and/or which are discriminatory on the basis of race, color, religion, age, sex, national origin, sexual orientation, disability, or any other protected class under Wisconsin or federal law.

- Users will not forge the identity of a user or machine in electronic communication or in any other manner.
- Users will not use someone else's identity and password for access to information technology resources without the approval of the Village Administrator or Department Head.
- No email or other electronic communication may be sent which hides the identity of the sender or represents the sender as someone else. All messages communicated on Village email and other electronic communications systems must contain the sending User's name.
- Users will not allow unauthorized individuals to access or use information technology resources.
- Users will not attempt to monitor or tamper with another user's electronic communications, or read, copy, change, or delete another user's files or software without the written permission of the Village Administrator.

Some of the messages or information sent, received, or stored in the Village's Information Technology Resources may be privileged communications between the Village and its attorneys, or other entities. Upon receipt of any such message, do not forward or share it or its contents with any other person in the Village without the authorization of the sender and the Village Administrator. Never forward such messages or information to anyone outside of the Village.

Intellectual Property and Licensing.

The ease of copying through various electronic communications systems poses a serious risk of intellectual property infringement. Users will not violate copyright laws and their fair provisions through inappropriate reproduction and/or distribution of audio, video, still images, or copyrighted text or software. Software that may be marked as "free," "public domain," and "public use" may be free for personal use, but not Village use. Always obtain approval from the Village Administrator before using any publicly available software package.

Do not copy software licensed to the Village of Pewaukee unless you are authorized under the Village of Pewaukee's license to do so. Only software purchased by or licensed to the Village may be installed on Village computers. The use of this software must be compliant with the manufacturer's license agreement and cannot be copied to multiple computers unless permitted by the license agreement. Shareware, freeware, or User-owned software can only be installed on Village computers with prior authorization of the Village Administrator and where not in conflict with copyright laws.

Disposal of Obsolete Hardware and Software. The Village Administrator is solely responsible for the proper disposal of all Village-owned software and hardware.

Reporting Misuse. Any employee or User who becomes aware of misuse of any of the Village of Pewaukee's Information Technology Resources must report it to the Village Administrator immediately.

407 Social Media

The Village encourages the use of social media to further the goals of the Village and the missions of its departments, where appropriate. Village of Pewaukee departments may utilize social media and networking sites to conduct Village business on behalf of the department, provided that the policies of such use as stated herein are followed.

Parameters of Acceptable Use

All Village of Pewaukee social media sites must be approved by the Village Administrator prior to implementation.

Unless specifically approved otherwise by the Village Administrator, departmental use of social media will be for one-way communication only.

The Village's website and citizen portal shall remain the Village's primary and predominant Internet presence. Social media may be used as channels for disseminating time-sensitive information as quickly as possible, and as marketing/promotional channels that are designed to increase the Village's ability to communicate with the widest possible audience.

Where possible, the content posted on the Village's social media sites should contain links directing users back to the Village's official website/citizen portal for in-depth information, forms, documents, or online services necessary to conduct business with the Village.

Where possible, content posted to the Village's social media sites will be available on the Village's website/citizen portal.

All Village social media sites shall comply with all other applicable Village policies and standards, including but not limited to, the Technology Policy, Ethics Code, Anti-Harassment and Discrimination Policy, Workplace Violence Prohibition, and Confidential Information Policy.

Users and visitors to social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication of Village business. All sites shall clearly indicate that they are maintained by the Village of Pewaukee and shall have the Village of Pewaukee logo and contact information clearly and prominently displayed. All sites shall contain a notification that all comments and written communications are monitored and that the Village reserves the right to remove any content that violates this policy.

Departments will use proper grammar and professional communication, avoiding jargon and abbreviations. While social media sites are casual, you must still professionally represent the Village at all times.

Articles, comments, or other communication on such sites containing any of the following content are strictly prohibited:

- Comments not topically related to the particular social medium material being addressed;
- Political statements or information;
- Profanity;
- Content that promotes, fosters, references, or perpetuates discrimination or harassment on the basis of classes protected by State or Federal anti-discrimination laws, and as set forth in the Village's Harassment policy, including but not limited to, race, creed, color, age, sex, religion, national origin, disability or sexual orientation;
- Sexual content or links to sexual content;
- Conduct, comments or references to illegal activity;
- References or information that could compromise another's safety or security;
- Content that violates the legal ownership interest of any other party.

Village social media sites are subject to the State of Wisconsin open records laws. Any content maintained in a social media format that is related to Village business, including a list of subscribers and posted communications, is a public record. Content related to Village business shall be maintained in an accessible format so that it can be produced in response to a request. Village social media sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure. Wisconsin state law and Village of Pewaukee ordinances regarding records retention shall apply to social media formats and social media content. All requests for public records must be forwarded to the Village Clerk's office for response.

The Village reserves the right to restrict or remove any content at its discretion except to the extent prohibited by law.

The Village Administrator shall maintain and keep current a list of all social media tools that are available for use and are approved for use. The Administrator shall also ensure that the Village can immediately edit or remove content from Village social media sites.

Personal Use.

Your personal use of social media sites is prohibited during work hours. You should have no expectation of privacy in your use of any social media accessed at work and/or via Village-owned technology resources.

408 Purchasing

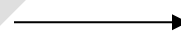
The Village has a purchasing policy for use by the Village Employees. Department heads manage Village budgets as approved by the Village Board. Adherence to Village, State, and Federal bidding for equipment and services purchases must be followed in accordance with Village Municipal Ordinance and State Law

Department of Purchase Under \$5,000



Department Places Order
Vendor Fills Order

Over \$5,000



Prior Approval Is Needed:
Department Head Obtains quotes
Department Head receives Village Board approval
Completes Purchase request

Credit and Purchasing Cards

The Village maintains corporate credit accounts and cards to facilitate purchases. The Village Administrator will designate which employees will be authorized to use Village-issued credit cards. No

one other than the authorized individual is allowed to use a Village-issued credit card and is to safeguard the Credit Card. Village-issued credit cards may only be used for authorized expenditures.

The use of a Village credit card requires adherence to any and all Village policies and procedures currently in effect, including, but not limited to, authorizations, processing, and budgetary issues, in particular the provisions of this Handbook that pertain to attendance at conferences, training and seminars and expenditure of Village funds. Any employee not following such policies will be responsible for the cost of the item charged to the extent permitted by law and will have the privilege of using a Village credit card withdrawn.

Any employee using a Village-issued credit card must also use the Village's tax-exempt status to ensure that no unnecessary charges are incurred through the use of a Village-issued credit card. The tax-exempt form (S-211) can be garnered from the Village Clerk's office.

When using a Village issued credit card, employees must submit the receipt for the items charged, or they will not be processed and will become the responsibility of the employee to the extent permitted by law.

Each month, the Department Head must review all of the expenditures made with the credit cards, ensure that the expenditures are in conformance with Village policies and that all receipts are attached to the monthly credit card statement, prior to submitting the statement for payment. In the event the Department Head determines that an unauthorized expenditure has occurred, the Administrator and Village Clerk must immediately be notified.

Any employee abusing the privilege of using a Village of Pewaukee credit card or failing to abide by credit card policies may be subject to disciplinary action, up to and including discharge.

Fleet Fuel Cards

Each employee required to purchase fuel in Village owned vehicles and equipment may be issued fleet charge cards at the vendor location.

The employees that have been issued a fleet card for Village-owned vehicles or equipment must follow the Village policy. No personal purchases will be allowed. Any employee using a Village-issued fleet card must maintain receipts and submit ALL receipts with the monthly statement on a timely basis.

In the event the Department Head determines that an unauthorized expenditure has occurred, the Administrator and Village Clerk must immediately be notified.

The Department Head in each area will be responsible for reporting and managing authorized users for their department and reporting changes to the Village Clerk or Village Treasurer.

409 Light Duty

Transitional Work Policy

Introduction

The purpose of this policy is to provide for the assignment of alternative work duties on a limited-term basis for employees who have a temporary injury, illness, disability, or are pregnant and unable to

perform their normal work duties to assist employees in returning to their normal job duties as timely as possible. This policy is only available when the Village has light-duty work available.

Scope

The employee, in collaboration with Department Heads and managers, has the responsibility for overall coordination, administration, and implementation of the Transitional Work Policy. The application of the Transitional Work Policy will be as follows:

The employee must provide a copy of the medical restrictions imposed by the employee's health care provider.

The restrictions will be evaluated to determine if there is work available within those restrictions. The assignment of transitional work is always subject to the availability of work within an employee's restrictions. This policy does not guarantee that a transitional assignment will be available, and the assignment of transitional work will be solely at the Village's discretion.

If temporary transitional work is made available and the employee refuses to accept that work, worker's compensation benefits can be discontinued per state statute.

Work assignments will generally be made within the department the employee normally works, but may be assigned to a different Village department if work is available there, at the Village's discretion. Alternative work assignments may not always be full-time. If the employee refuses to take an offered alternative work assignment, the Village is not obligated to offer a different assignment.

Transitional work assignments are by their nature temporary and such assignments will be limited to a maximum of 90 working days. This period may be extended upon approval of the Village Administrator. Employees whose restrictions are determined to be permanent may not be eligible for a transitional work assignment.

The employee will notify their Department Head as soon as practicable of all changes in medical condition and/or restrictions. The Village may require periodic updates regarding an employee's condition, the prognosis for such condition, restrictions, and/or the duration of such restrictions.

To ensure the ongoing safety of employees and the public, any employee who engages in activities that are inconsistent with medical restrictions and/or treatment protocol may be subject to possible disciplinary action. Supervisors are required to report any violation of this requirement to Village Administrator.

SECTION 5 - EMPLOYEE CONDUCT

501 Introduction

To ensure orderly operations and provide the best work environment, we expect you to conduct yourself at all times in a manner that is respectful and will protect the interests and safety of all employees and the organization. This handbook cannot address every conceivable circumstance that may arise. We consider all of our employees to be professionals, and you are expected to exercise responsible judgment. It is not possible to list all the behavior that is unacceptable. The lists below are illustrative and not intended to be all-inclusive. Below are examples of infractions that may result in disciplinary action or termination.

502 Tobacco Use

Smoking, including electronic cigarettes, and the use of tobacco products, is prohibited in any Village building, Village vehicle/equipment, or inside any roofed or permanent structures in Village parks. Smoking will be permitted only outside of Village buildings in designated areas and in accordance with Wisconsin law.

503 Safety

Job safety is very important to all of us. We require safe work practices of all employees and expect you to conduct yourself carefully and safely at all times. You are expected to observe all safety procedures and rules and use required personal protective equipment (PPE) as outlined in the Safety Handbook. Continual emphasis on safety and loss prevention techniques and the refinement of work procedures have been shown to significantly reduce injuries, property damage, and work interruptions. The Village has designated the Director of Public Works as the Safety Director and all employees are required to follow directions given by him/her in the area of Risk Management or safety issues. The Safety Director, or designee, will also keep and maintain incidence logs and keep adequate records as required by the state or federal government.

As a condition of employment, employees are required to perform every task in a safe manner. Supervisors are charged with the responsibility of maintaining a safe work environment and establishing safety rules and adequate training for all under their jurisdiction. Employees are responsible for following the safety rules, wearing the required protective equipment, promptly reporting all unsafe actions, practices, and conditions that they observe, reporting all accidents and injuries occurring within the course of their employment, and cooperating and assisting in the investigation of accidents to identify causes and corrective measures to prevent their occurrence. Employees found not to be wearing required protective equipment will be required to leave the job site until properly attired and may be subject to discipline, up to and including termination, for failing to comply with safety rules and policies.

504 Housekeeping

Good housekeeping throughout all buildings is essential to safety, efficiency, and satisfactory working conditions. Every reasonable effort is made to provide the facilities necessary to maintain a high standard of neatness and cleanliness. Good housekeeping is the responsibility of every employee.

Employees shall know the housekeeping requirements of any job to which they are assigned and are required to carry them out.

505 Tools and Equipment

Village employees shall take pride in their work and in the supplies and equipment that they use in their work. The Village makes a large investment in the equipment and supplies necessary for employees to do their jobs. The Village must pre-approve the purchase of any equipment or furniture. The Village will replace equipment that becomes worn or defective through normal use. Replaced equipment must be returned to the Village.

The Village shall furnish all necessary gloves, belts, hand tools, and all necessary safety equipment for the protection of employees. Employees shall wear and/or utilize safety equipment that is provided by the Village. The Village will be responsible for the cost of cleaning and maintaining the provided equipment, however, employees are responsible for the care necessary to ensure the longest possible life of the issued equipment.

Village employees shall not use Village tools, equipment, or facilities for personal use. The use of Village equipment and/or facilities for personal use will result in disciplinary action.

Supervisors must be notified immediately if any equipment, machines, tools, or vehicles appear to be missing, damaged, defective, or in need of repair.

506 First Aid or Injury

The Village is required to maintain accurate and complete records concerning work-related injuries and illnesses and expects each employee to cooperate in this duty. Therefore, an employee who becomes ill or sustains an injury while at work, no matter how slight, must report it immediately to a supervisor. An injury report needs to be completed and returned to the Village Clerk within 24 hours of the accident. Failure to report any work-related accident or injury is a violation of Village policy and may result in discipline, up to and including discharge.

Employees who require medical assistance will be sent and/or taken for emergency treatment.

507 Attendance and Punctuality

The Village expects prompt and regular attendance from all employees. This means that all employees must be at their appointed workstations on time and fully ready and able to work at their starting time. Proper attendance and punctuality are important in order to maintain a good performance record and to ensure the delivery of services.

Accurate recording of time worked is the responsibility of every employee. Federal and state laws require the Village to keep an accurate record of time worked in order to calculate employee pay and benefits. All employees shall sign their time records to certify the accuracy of all time recorded. Supervisors shall review and sign the time records before submitting them to payroll for processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record. Exempt employees are required to turn in bi-weekly timesheets to the Village Clerk.

The following work rules govern attendance and a violation may be grounds for disciplinary action:

Reporting Absences/Tardiness. If you will be absent from or late for work you must notify your supervisor prior to the normal start of your workday via telephone call or voicemail (texting your supervisor is not acceptable). You must indicate a reason and an expected return to work. If the return-to-work date changes, you must notify your supervisor of the new date as soon as possible.

Employees are encouraged not to schedule personal appointments during regularly scheduled hours of work. If it is necessary to be absent or to leave for a personal appointment, an employee must notify the supervisor as soon as possible, but no later than the day before such an appointment. The time absent must be recorded and employees will not be paid for the time missed from work unless paid leave is permitted and available for use.

Leaving During Work Hours.

You must get permission from your supervisor prior to leaving during work hours unless there is an emergency.

If your time off was a covered FMLA absence, then return to work provisions under the FMLA policy apply. FMLA absences are approved time off and are not counted against you. This attendance policy will be enforced consistent with the federal and state FMLA laws, and as set forth in our FMLA policy.

Whenever the Village Administrator believes that a work release from your doctor is needed to ensure your ability to safely return to your job, or if your return will include certain restrictions that may require accommodation, you will be asked to provide a doctor's report. In the event that an employee is absent for three consecutive workdays, the Village will require a certification of the absences for medical reasons from their health care provider. The Village may also request a doctor's report or fitness for duty certification in cases of suspected leave abuse or to determine fitness for duty when needed.

Any abuse of leave, including but not limited to claiming inability to work due to illness or injury when in fact no such illness or injury exists, will result in disciplinary action.

Service time and the employment relationship shall be ended if you:

- are absent from work without notification to your supervisor or other members of management, unless you cannot notify us for a valid reason as acceptable by the Administrator;
- fail to report to work within 10 days after having been recalled from layoff; or
- fail to report for work at the termination of an authorized leave of absence.

508 Personal Communications

Employees should take care of personal business outside of work. The Village recognizes that there may be times when this is not possible. To minimize the disruption to the workday and other employees, the Village expects that employees will make prudent use of Village telephones and personal cell phones or other electronic communication devices for personal use. Personal communications should be made during lunch or break periods to minimize disruption of the workday, whenever possible. Misuse or abuse of this personal communication privilege may result in disciplinary action, up to and including termination.

Employees should request that friends and relatives call at work only in emergencies. Personal use of Village telephones for long-distance calls, fax machines, and copiers are not permitted without prior Village approval and may be cause for disciplinary action, up to and including discharge.

509 Unacceptable Behavior/Performance

Violations of work rules include, but are not limited to, the following and may be grounds for disciplinary action up to termination:

- Insubordination, disobedience, failure or refusal to follow the written or oral instructions of supervisory authority or failure to carry out work assignments;
- Sleeping on the job, temporarily ceasing to work, wasting production time, or some other form of neglecting job duties and responsibilities;
- Disclosure of confidential information and records to unauthorized persons, when the employee has been informed or should reasonably know that the matter is confidential;
- Intentionally falsifying records or giving false information relating to any matters relevant to Village affairs to other Village, State, or Federal officers or employees responsible for record-keeping or for enforcement of Village, State, or Federal law;
- Failure to observe all safety rules and practices on the job, including failure to use protective equipment and clothing;
- Failure to observe all safety rules and practices in the operation of Village vehicles and equipment;
- Attempting to keep secret or unavailable information or records which are public records or which rightfully should be furnished to other government employees, including unauthorized destruction of records; and,
- Failure by a Department Head or other supervisory person to take appropriate action to enforce or to address infractions of these work rules by employees under his/her supervision;
- Abuse or misuse of Village property, materials, or equipment including motor vehicles;
- Stealing or unauthorized possession of Village property, equipment, or materials;
- Unauthorized use of Village property or equipment including but not limited to vehicles, telephones, computers, copy machines, or mail service; and,
- Selling, giving away, or otherwise transferring Village property or the use of Village property to any person unless specifically authorized to do so by the Village Board or by a Committee of the Village Board.
- Commission of a Federal or State crime during hours of employment as a Village employee or involving the use of any Village property or facility;
- Threatening, attempting to inflict, or inflicting bodily harm upon fellow employees, representatives of other agencies, or members of the public while working as a Village employee, except when exercising a privilege conferred by law, and then only to the extent that such activity is legally privileged;
- Threatening, intimidating, interfering with, or using abusive language toward fellow employees or members of the public while working as a Village employee, including slurs based upon race, creed, gender, or place of national origin;
- Sexual or other harassment of any other employee;
- Unauthorized possession of weapons on the job site or during working hours;
- Making or disseminating false, defamatory or malicious statements concerning other employees, supervisors or officers of the Village;

- Unauthorized possession or use of alcoholic beverages or controlled substances during work hours, while on Village time or property, or while engaging in Village business;
- Reporting to work under the influence of alcohol or controlled substances or manifesting evidence of abuse of alcohol or controlled substances;
- Reporting to work in a condition reasonably likely to be unsafe to the employee, other employees, members of the public or to physical property due to the influence of medication or due to illness;
- Eating or drinking in unauthorized areas or at times when not authorized by supervisory personnel;
- Selling commercial or private products or services on Village time or on Village premises without written authorization;
- Unauthorized solicitation of funds or donations for any purpose on working time;
- Unauthorized distribution of printed matter on working time;
- Unauthorized possession, lending, borrowing, or duplication of Village keys or credit cards; careless or improper use of Village keys or credit cards; or failure to report promptly the loss of Village keys or credit cards;
- When Village employment requires wearing of a uniform, unauthorized or improper use of the uniform, or failure to wear the uniform properly;
- Soliciting or accepting any unauthorized compensation, reward, kickback, gratuity, or gift of any kind of any value for performing any service related to the employee's job as an employee of the Village;
- Intentionally, carelessly, or negligently damaging or destroying property owned by members of the public while performing duties as an employee;
- Conducting lotteries, playing cards for money, booking bets, or any other form of gambling by employees or outsiders on Village time or premises is not permitted.

510 Political Activities

- A. Employees may participate in political activities, but only to the extent that such activities do not interfere with the employee's job duties or use or create the appearance that the employee is using Village employment for political purposes
- B. Permitted Political Activities. The following types of political activities by Village employees are permitted:
 - a. Membership in a political party.
 - b. Participation in political party or campaign activities during non-working hours.
 - c. Making voluntary contributions for political purposes.
 - d. Management of a political campaign for a candidate during non-working hours.
 - e. Display of political signs or other campaign materials at the employee's home.
 - f. Running for a non-partisan office, if the holding of such office would not be incompatible with the employee's status as a Village employee.
- C. Prohibited Political Activities. The following types of political activity by Village employees are prohibited, and shall constitute violations of work rules and may be grounds for disciplinary action:
 - Using the employee's authority, influence, or status as a Village employee to interfere with or affect a nomination or election.

- Using the employee's authority, influence, or status as a Village employee to intimidate, threaten or coerce any person to vote contrary to his/her free choice.
- Using the employee's authority, influence, or status as a Village employee to directly or indirectly intimidate, threaten, or coerce any person to pay, lend or contribute anything of value, including services to any political party, organization or candidate for political purposes.
- Using the employee's authority, influence, or status as a Village employee to threaten or to confer benefits or effect reprisals to secure desired political action or inaction.
- Engaging in political activities while engaged in Village employment duties, such as wearing political identification or campaign materials while on duty, parking a vehicle with a car-top political advertisement on Village-owned property, passing out campaign materials on Village time, placing political stickers or advertising on Village vehicles, or similar activities in which the employee's political activities are intertwined with the duties of the employee's Village employment.
- Participating in the solicitation of funds to be used in any manner for a political campaign or political purpose while on duty as a Village employee.

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SECTION 6 DISCIPLINARY ACTION – END OF EMPLOYMENT

601 Disciplinary Action

We reserve the sole discretion to determine when certain behaviors, conduct, decisions, etc. are inappropriate, even if they are not expressly prohibited or addressed in this handbook. The consequences for any infraction will depend on all relevant circumstances in the particular situation. The purpose of disciplinary action is to eliminate inappropriate conduct, violation of policies, improper behavior, or performance problems. Disciplinary action may include, but is not limited to, oral or written warnings, suspensions without pay, and termination, as deemed necessary under the circumstances. The specific measures taken will depend upon the nature and severity of the conduct and the surrounding circumstances, as determined appropriate by the Village at its discretion.

602 Separation from Service

Resignation/Retirement

Resignations or retirements are voluntary, permanent separations initiated by the employee. It is expected that employees will give as much notice as possible in order to facilitate the recruitment and orientation of new employees. Employees are asked to submit their resignation in writing at least two (2) weeks in advance of their planned departure. Employees who provide the requested notice will be considered to have resigned in good standing.

Pay at Termination. You will be paid all earned wages, pro-rated personal time off and compensatory time when you leave employment. If you leave employment without providing at least 2 weeks' notice of your intent to resign or retire, or you do not remain an active employee during the 14 days after notice of resignation or retirement, unless due to an emergency, or you are terminated for misconduct as determined by the Village, you will forfeit any available Personal time off.

Employees who are involuntarily terminated will not receive payment for any available personal time off upon separation.

Employees who are permanently laid-off will receive payment for any available personal time off upon separation.

603 Grievance Process

Grievance Procedure. This policy is intended to comply with [Section 66.0509, Wis. Stats.](#), and provides a grievance procedure addressing issues concerning workplace safety, discipline, and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats., other than police and fire employees subject to [Section 62.13\(5\), Wis. Stats.](#) An employee may appeal any level of discipline under this grievance procedure. For purposes of this policy, the following definitions apply:

"Employee discipline" for the purposes of this policy includes written reprimands, suspension, and termination, but shall not include the following items:

- Placing an employee on paid administrative leave pending an internal investigation;
- Counseling, meetings, or other pre-disciplinary action;

- Actions taken to address work performance, including the use of a performance improvement plan or job targets;
- Demotion, transfer, or change in job assignment;
- Non-disciplinary wage, benefit, or salary adjustments; or
- Other personnel actions taken by the employer that is not a form of discipline.

"Employee termination" shall include action taken by the employer to terminate an individual's employment for misconduct or performance reasons, but shall not include the following personnel actions:

- Voluntary quit;
- Layoff or failure to be recalled from layoff at the expiration of the recall period;
- Retirement;
- Job abandonment, "no-call, no-show", or another failure to report to work; or
- Termination of employment due to a medical condition, lack of qualification or license, or another inability to perform job duties.

"Workplace safety" as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

- Any written grievance filed under this policy must contain the following information:
 - The name and position of the employee filing it,
 - A statement of the issue involved,
 - A statement of the relief sought,
 - A detailed explanation of the facts supporting the grievance;
 - The date(s) the event(s) giving rise to the grievance took place,
 - The identity of the policy, procedure, or rule that is being challenged;
 - The steps the employee has taken to review the matter, either orally or in writing, with the employee's supervisor; and
 - The employee's signature and the date filed.

Steps of the Grievance Procedure

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

Step 1 – Informal Grievance Resolution: Every reasonable effort should be made by supervisors and employees to resolve questions, problems, and complaints together. Thus, you should first discuss any issues concerning the subjects covered by this grievance procedure with your immediate supervisor.

Step 2 – Written Grievance Filed with the Department Head. If the grievance is not settled at Step 1, the employee must prepare and file a written grievance with the Department Head within five (5) business days of when the employee knows or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance. In

the event the grievance involves the Department Head, the employee may initially file the grievance with the Village Administrator, who shall conduct the Step 2 investigation.

Step 3 – Review by Village Administrator. If the grievance is not settled at Step 2, the employee may appeal the grievance to the Village Administrator within five (5) business days of the receipt of the decision of the department head at Step 2. The Village Administrator or his/her designee will review the matter and inform the employee of his/her decision, if possible, within ten (10) business days of receipt of the grievance.

Step 4 – Impartial Hearing Officer. If the grievance is not settled at Step 3, the employee may request in writing, within five (5) business days following receipt of the Village Administrator's decision, a request for written review by an impartial hearing officer. The Village shall select an impartial hearing officer. The hearing officer shall not be a Village employee. In all cases, the grievant shall have the burden of proof to support the grievance. The impartial hearing officer will determine whether the Village acted in an arbitrary and capricious manner. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.

Step 5 – Review by the Governing Body. If the grievance is not resolved after Step 4, the employee or the Village Administrator shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the Governing Body. For Library employees, the appeal shall be filed with the Library Board. For all other employees, the appeal shall be filed with the Village Board. The Village Board shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The Village Board will inform the employee of its findings and decision in writing within ten (10) business days of the Village Board meeting. The Village Board shall decide the matter by majority vote and this decision shall be final and binding.

An employee may not file a grievance outside of the time limits set forth above. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. An employee will not be compensated for time spent processing his/her grievance through the various steps of the grievance procedure.

DRAFT

ACKNOWLEDGMENT AND RECEIPT OF EMPLOYEE HANDBOOK

The undersigned hereby acknowledges receipt of a copy of the Village Employee Handbook. The employee is responsible for knowing and complying with these policies. The undersigned acknowledges that nothing contained in this Handbook, including policies, practices, and benefits, are intended to create any contractual right, express or implied, to employment or to any particular term or condition of employment. The undersigned also acknowledges that the Village reserves the right to revise, amend or terminate any policy unilaterally without notice at any time.

Sign, Date and submit to the Village Administrator or Village Clerk.

Date: _____

Employee Name – Printed

Employee Signature

DRAFT

DRAFT

Health Insurance Opt-Out Incentive Policy

Village of Pewaukee

“Appendix A”

This Policy describes the opt-out incentive available to eligible Village employees beginning in 2023.

The Village of Pewaukee currently offers a \$1,500 opt-out benefit to those employees who are eligible to participate in the Village’s health insurance plan but choose to waive that coverage. The opt-out option was established to start in 2016 and must be administered in accordance with the Village of Pewaukee Flexible Benefits Plan. Some employees are completely ineligible for this benefit, while others may only be entitled to a partial benefit.

Eligible Employees. To receive the opt-out benefit, a Village employee must be eligible to participate in the Village’s health plan but waive that coverage because the employee is covered under another employer’s group health plan that provides minimum essential coverage. An eligible employee must also return a written election form prepared by the Village to receive any opt-out benefit.

Employees who are covered under the Village health plan because a spouse also works for the Village and maintains family, spousal or other similar coverage are not eligible to receive the opt-out benefit.

Employees who did not elect health care coverage in calendar year 2015 will not be eligible for the opt-out incentive due to the exclusion adopted in 2015 Act 55 and set forth in Wis. Stat. § 40.513(3)(a).

Full-Time Employees. A Village employee who would otherwise receive a full Village contribution towards health insurance, based upon the employee’s regularly scheduled weekly hours, is entitled to receive a full \$1,500 opt-out payment.

Part-Time Employees. A Village employee who is eligible to participate in the Village’s health insurance plan, but who is not entitled to a full Village contribution toward the cost of that benefit will be entitled to receive a reduced opt-out payment based on the percentages as laid out on Resolution 2009-01. The reduced amount will be determined by multiplying \$1,500 by the percentage of the full Village health insurance contribution (50% or 25% based on the number of regularly scheduled work hours).

Benefit Paid Over Time. The Village will spread out the payment of the opt-out benefit over the full calendar year, with an equal payment allocated to each pay period.

New Hires. Any new employee will be eligible for the opt-out benefit on a pro-rated based on the month in which that employee became eligible for Village health insurance coverage.

Future Eligibility. With the exception of any employee who was eligible for, but opted out of, the Village’s health insurance coverage in 2015, an otherwise eligible employee who waives coverage in a future year will be eligible for any opt-out benefit the Village might offer in such future year.

Initially approved: October 20, 2015 and updated with the new handbook.

Call-in / Stand-by Policy

Village of Pewaukee – DPW Employees

“Appendix B”

The Village of Pewaukee Department of Public Works recognizes it has a responsibility to provide coverage for public works and utility functions throughout the Village outside of normal work hours. Weekend duty shall be from Fridays at 3:30 pm to Mondays at 7:00 am in the event a need arises. The switching of schedules between employees needs to be communicated with the direct Supervisor. Employees are required to be on a rotating schedule year-round to ensure adequate staffing. An emergency is defined as a serious, unexpected, and potentially hazardous situation requiring immediate action.

An Employee who is required to work due to an unplanned emergency will be entitled to no less than two (2) hours of compensation at one- and one-half times (1-1/2) his/her hourly rate. If the employee is required to report for an unplanned emergency on a holiday or on a Sunday the employee will be compensated at a rate of two times the employee's pay rate (double time).

Stand-by pay is defined as payment for being available to answer a call immediately, and able to be on-site to an emergency within 45 minutes. If an employee is scheduled to be on stand-by and is unresponsive to accept a call, the employee will not be paid for that day.

Call-in pay is defined as responding to an emergency. An employee will only be paid call-in pay when mobilized to the Village for duty. If the employee on stand-by is qualified to perform the work or emergency, no other employee shall be called into work unless additional help is needed.

Stand-by Policy: Public Works employees are required to rotate after-hours/weekend/holiday/standby responsibilities. The employee shall receive stand-by pay at the rate of 2.5 hours of straight-time pay for each working day/night on standby (weekends are defined as 3:30 p.m. Friday through 11:59 p.m. Saturday, and 12:00 a.m. Sunday through 7:00 a.m. Monday). (If a holiday is preceded by a work day, stand-by begins at 3:30 p.m. the day before the holiday. Stand-by continues following a holiday until 7:00 a.m. the next regular work day. Stand-by time will not be considered as hours worked in the calculation of overtime.

Call-in Policy: Hourly employees shall be paid a minimum of two hours (2) of straight-time pay when they are called into work outside of their normal scheduled hours for unscheduled and/or unplanned events. However, call-ins on a Saturday will be paid at time and a half (x1.5), and call-ins on a Sunday or a holiday will be paid at two times (x2) the employee's hourly rate. A pre-scheduled change in hours to accommodate required work outside an employee's normal work schedule will not be paid as call-in pay, such as force main manhole maintenance prior to heavy morning traffic. A call-in for snow removal which was not anticipated and not previously scheduled would be considered work eligible for call-in pay. However, if work outside an employee's normal work schedule is scheduled prior to the need for snow removal, no call-in pay would be given, as the work was anticipated and considered part of the normal functions of the job.



To: **EMPLOYEE NAME**

From: Cassie Smith
Village Clerk

Date: December 16, 2022

Re: Vacation Pay Due to Employee Upon Voluntary Termination/Retirement

At the December 20, 2022, Village Board meeting, the Board approved a payout of 80 hours of Vacation time upon your retirement/voluntary termination.

The Village approved a new paid time-off (PTO) structure in the updated employee handbook which takes effect on January 1, 2023. The new PTO policy allows employees to accrue PTO on each payroll check based on a defined tier relating to the number of years of employment. The new policy also grants a prorated amount of PTO to new hires in the year in which they begin their employment with the Village. Because this benefit was not previously available to those employees hired prior to January 1, 2023, the Board has authorized the Village to grant you and other such employees a payout of 80 vacation hours upon your retirement/voluntary termination. This is granted to only those employees who did not receive vacation time upon their date of hire.

This vacation payout will be paid at your straight-time rate at the time of retirement/voluntary termination. However, please note that should you be terminated involuntarily, you would not be eligible for this payout.

A copy of this letter will be placed in your employee file.



To: Jeff Knutson, President
Village Board

From: Scott A. Gosse
Village Administrator

Date: December 15, 2022

Re: Agenda Item 8a, Discussion Regarding Oakton Avenue Railroad Crossing

BACKGROUND

This matter is on the Village Board agenda at the request of multiple Trustees. Attached for your review and information please find copies of the Orders from the Office of the Commission of Railroads (OCR) related to the upgrade to the Oakton Avenue rail crossing as well as other rail crossings in Waukesha County related to a WisDOT rail safety crossing project with grant funding provided from the Federal Railroad Administration (FRA). Additional information is also provided from Village Attorney Mark Blum related to this matter. Please note that the Anna Heise Revocable Trust has filed action in Circuit Court against the Village of Pewaukee and the State of Wisconsin Department of Transportation and that this matter remains pending in Circuit Court.

ACTION REQUESTED

The action requested of the Village Board is to review the information the OCR's orders related to the Sealed Corridor Project and more specifically related to the Oakton Avenue rail crossing the Oakton Avenue/Clark Street and Oakton Avenue/Capitol Drive intersections.

ANALYSIS

The OCR references Wis. Stats. Section 195.29 (copy attached) as its authority to order the prohibition of left turns from Oakton Avenue south onto Clark Street and from Oakton Avenue north onto Capitol Drive.

Attachments

OFFICE OF THE COMMISSIONER OF RAILROADS
STATE OF WISCONSIN

Petition of the Wisconsin Department of Transportation for a Determination of the Adequacy of Warning Devices of the Soo Line Railroad Co. tracks with Kopmeier Drive, Wisconsin Avenue, Oakton Avenue, and Forest Grove Drive, in the Village of Pewaukee, Waukesha County, Vettelson Road in the City of Delafield, Waukesha County, and CTH KE in the Town of Delafield, Waukesha County

9150-RX-611

FINAL DECISION

On April 6, 2018, the Wisconsin Department of Transportation (WisDOT) filed a petition with the Office of the Commissioner of Railroads (Office) for a determination pursuant to Wis. Stat. § 195.28 of the adequacy of warning devices at the grade crossings of the Soo Line Railroad (SOO) tracks with Forest Grove Drive, Wisconsin Avenue, Oakton Avenue, and Kopmeier Drive in the village of Pewaukee; CTH KE in the town of Delafield; and Vettleson Road in the city of Delafield.¹

On December 6, 2018, the WisDOT filed updated proposed plans for Wisconsin Avenue and Oakton Avenue to include pedestrian gates.²

An Office investigator inspected the crossings in May 2018, and recommended upgrading the warning devices.³ No hearing was held.

The Commissioner GRANTS the Petition and ORDERS that the warning devices at the Forest Grove Drive, Wisconsin Avenue, Oakton Avenue, Kopmeier Drive, CTH KE and Vettleson Road crossings be upgraded as provided herein.

¹ [PSC REF #340708](#).

² [PSC REF#: 354743](#), [PSC REF#: 354734](#).

³ [PSC REF #342150](#), [PSC REF #342151](#), [PSC REEF #344188](#), [PSC REF #344187](#), [PSC REF #342152](#), [PSC REF #342153](#).

Findings of Fact

1. The SOO operates 23 train movements and no switch movements per day over each crossing with passenger train operations up to 79 mph and freight train speeds up to 60 mph. Each crossing consists of one mainline track.

2. Accidents that do occur here will likely be quite serious, especially if a SOO through train is involved due to their 60 to 79 mph speed. Train speed is strongly correlated with fatalities in train/vehicle accidents. More specifically, crossings with train speeds of 40 mph and over have disproportionate number of fatalities.

3. The WisDOT safety enhancements to the SOO Watertown Subdivision are part of a Federal Railroad Administration (FRA) Safe Transportation of Energy Products (STEP) grant.

4. It is reasonable for the signal materials and installation cost to be paid by the Project. The FRA STEP Grant will contribute up to 80 percent of the total cost. Any additional expenses beyond the amount provided in the grant to complete the project shall be paid from state funds.

5. It is reasonable that the SOO notify the Office upon completion of the signal project.

Forest Grove Drive (crossing no. 390031X / MP 104.33)

6. Forest Grove Drive is 49 feet wide in the vicinity of the crossing and intersects the railroad tracks at an angle of 90 degrees. The roadway approaches to the crossing are level southbound and one percent incline going northbound.

7. Forest Grove Drive carried an average daily traffic (ADT) of 750 according to WisDOT records at a posted speed limit of 25 mph.

8. A driver traveling at 25 mph needs a distance of 175 feet to stop safely. The crossing warning devices are visible from more than 175 feet in each direction. The approach sight distance is adequate.

9. Assuming a train speed of 79 mph, a driver traveling at 25 mph needs to see a train when it is 796 feet from the crossing from a point 175 feet down the highway. The sight distance available in each quadrant from the safe stopping distance is as follows: 116 feet in the northwest quadrant, 992 feet in the northeast quadrant, 171 feet in the southwest quadrant and 289 feet in the southeast quadrant. The corner sight distance is inadequate in the northwest, southwest, and southeast quadrants.

10. At all crossings, except those with gates, a driver stopped 15 feet short of the near rail must be able to see far enough down the track, in both directions, to determine if sufficient time exists for moving their vehicle safely across the tracks to a point 15 feet past the far rail, prior to the arrival of a train.⁴

11. The necessary clearing sight distance at the Forest Grove Drive crossing is 1,958 feet. The available clearing sight distance is as follows: 2,700 feet in the northwest quadrant, 2,500 feet in the northeast quadrant, 2,900 feet in the southwest quadrant, and 1,157 feet in the southeast quadrant. The clearing sight distance is inadequate in the southeast quadrant.

12. The exposure factor at this crossing is 17,250. The exposure factor equals the product of the number of trains per day and the number of highway vehicles per day, which yields a numerical value for the potential conflicts each day at the crossing.

⁴ Required clearing sight distance along both directions of the track, from the stopped position of the vehicle, is dependent upon the maximum train speed and the acceleration characteristics of the “design” vehicle (WB-65 semi truck).

13. No train-vehicle accidents have occurred at this crossing since 1973.

14. The crossing is presently protected with reflective crossbucks and antiquated cantilevered 12-inch LED automatic flashing lights with gates. Conditions warrant upgrading the warning devices at this crossing. The existing warning devices will be adequate until such time as the new warning devices are installed.

15. In order to adequately protect and promote public safety, it is necessary to install and maintain cantilevered 12-inch LED automatic flashing lights with gates, an electronic bell, and constant warning time with raised hardened medians north and south of the crossing because of the train speeds, exposure factor, inadequate corner sight distance in three out of four quadrants, and inadequate clearing sight distance in the southeast quadrant.

Wisconsin Avenue (crossing no. 390532C / MP 105.65)

16. Wisconsin Avenue is 62 feet wide in the vicinity of the crossing and intersects the railroad tracks at an angle of 45 degrees with a right-hand-forward skew. The roadway approaches to the crossing are level.

17. Wisconsin Avenue carried an ADT of 6,100 according to WisDOT records at a posted speed limit of 25 mph.

18. Assuming an angle skew of 45 degrees, a driver traveling at 25 mph needs a distance of 218 feet to stop safely. The crossing warning devices are visible from more than 218 feet in each direction. The approach sight distance is adequate.

19. Assuming an angle skew of 45 degrees, at a train speed of 79 mph, a driver traveling at 25 mph needs to see a train when it is 951 feet from the crossing from a point 218 feet down the highway. The sight distance available in each quadrant from the safe stopping distance is as

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follows: 171 feet in the northwest quadrant, 289 feet in the northeast quadrant, 116 feet in the southwest quadrant and 92 feet in the southeast quadrant. The corner sight distance is inadequate in all four quadrants.

20. At all crossings, except those with gates, a driver stopped 21 feet short of the near rail must be able to see far enough down the track, in both directions, to determine if sufficient time exists for moving their vehicle safely across the tracks to a point 21 feet past the far rail, prior to the arrival of a train.

21. The necessary clearing sight distance at the Wisconsin Avenue crossing is 2,238 feet. The available clearing sight distance is as follows: 175 feet in the northwest quadrant, 1,500 feet in the northeast quadrant, 2,900 feet in the southwest quadrant, and 1,014 feet in the southeast quadrant. The clearing sight distance is inadequate in the northwest, northeast and southeast quadrants.

22. The exposure factor at this crossing is 140,300.

23. One train-pedestrian accident has occurred at this crossing since 1973 - in 2005 with one fatality.

24. The crossing is presently protected with reflective crossbucks and mast mounted 12-inch LED automatic flashing lights with gates. Conditions warrant upgrading the warning devices at this crossing. The existing warning devices will be adequate until such time as the new warning devices are installed.

25. In order to adequately protect and promote public safety, it is necessary to install and maintain 12-inch LED automatic flashing lights with a three quadrant gate system with two gates north of the crossing and one gate south of the crossing for northbound traffic, a side light for

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High Street, two electronic bells, constant warning time and a hardened median strip south of the crossing because of the train speeds, exposure factor, inadequate corner sight distance in all four quadrants, and inadequate clearing sight distance in three quadrants at the crossing of the tracks of the SOO with Wisconsin Avenue in the village of Pewaukee, Waukesha County.

26. The WisDOT is proposing to install pedestrian gates on both sides of the sidewalk on the east side of the Wisconsin Avenue due to its 45-degree, left hand forward skew and the project's aim to create a sealed corridor.

27. The WisDOT proposes to flare out the five-foot sidewalk on the north side so that it intersects the tracks at an angle of about 77 degrees and to install detectable warning panels and gates on both approaches.

28. No change is proposed for the south side of the sidewalk, which, intersects the tracks at an angle of about 50 degrees, left-hand forward skew.

29. No treatment is proposed for the sidewalk on the southeast side of Wisconsin Avenue.

30. The pedestrian's clearing sight distance to the east is inadequate due to track curvature.

31. The Commissioner finds that the installation of gates, channelization, STOP lines, detectable warning surface, LOOK sign (R15-8) and pathway delineation, is necessary to adequately protect and promote public safety at the Wisconsin Avenue pedestrian crossing.

32. It is reasonable to install fencing on the north side of the railroad tracks from Oakton Avenue to Wisconsin Avenue.

Oakton Avenue (crossing no. 390530N / MP 105.19)

33. Oakton Avenue is 49 feet wide in the vicinity of the crossing and intersects the railroad tracks at an angle of 40 degrees with a right-hand-forward skew. The roadway

approaches to the crossing are inclining one percent on the eastbound and westbound approaches.

34. Capitol Drive intersects Oakton Avenue approximately 57 feet from the crossing.

35. Oakton Avenue carried an ADT of 6,300 according to WisDOT records at a posted speed limit of 25 mph.

36. A driver traveling at 25 mph needs a distance of 238 feet to stop safely. The crossing warning devices are visible from more than 238 feet in each direction. The approach sight distance is adequate.

37. Assuming a train speed of 79 mph, a driver traveling at 25 mph needs to see a train when it is 1,023 feet from the crossing from a point 238 feet down the highway. The sight distance available in each quadrant from the safe stopping distance is as follows: 253 feet in the northwest quadrant, 188 feet in the northeast quadrant, 295 feet in the southwest quadrant and 353 feet in the southeast quadrant. The corner sight distance is inadequate in all four quadrants.

38. At all crossings, except those with gates, a driver stopped 23 feet short of the near rail must be able to see far enough down the track, in both directions, to determine if sufficient time exists for moving their vehicle safely across the tracks to a point 23 feet past the far rail, prior to the arrival of a train.

39. The necessary clearing sight distance at the Oakton Avenue crossing is 2,352 feet. The available clearing sight distance is as follows: 1,227 feet in the northwest quadrant, 1,658 feet in the northeast quadrant, 1,674 feet in the southwest quadrant, and 1,390 feet in the southeast quadrant. The clearing sight distance is inadequate in all four quadrants.

40. The exposure factor at this crossing is 144,900.

41. Four train-vehicle accidents have occurred at this crossing since 1973 in 1979, 1982, 2005, and 2009 with one reported fatality (2009) and one reported injury (2005).

42. Train volume is high. The 79 mph train speed presents a substantial risk of injury or death to pedestrians. The pedestrian's view down the tracks is obstructed to the west. The proximity of playgrounds, suggests that numerous young pedestrians, the age group most likely to be 'distracted walkers' will use the Oakton Avenue crossing.

43. The crossing is presently protected with reflective crossbucks and 12-inch LED automatic flashing lights with gates. Conditions warrant upgrading the warning devices at this crossing. The existing warning devices will be adequate until such time as the new warning devices are installed.

44. In order to adequately protect and promote public safety, it is necessary to install and maintain 12-inch LED automatic flashing lights with a three quadrant gate system with two gates east of the crossing and one gate west of the crossing, two electronic bells, pedestrian gates, constant warning time, a hardened median strip west of the crossing, a connecting sidewalk on Oakton Avenue to the sidewalk on Capitol Drive, and fencing because of the train speeds, exposure factor, inadequate corner sight distance in all four quadrants, and inadequate clearing in all four quadrants at the crossing.

45. The Oakton Avenue crossing has sidewalks on the north and south sides that intersect the crossing at an angle of 40 degrees, right-hand forward.

46. The WisDOT is proposing to replace the current the sidewalks with five-foot sidewalks on both sides of Oakton Avenue such that they would intersect the tracks at an angle

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closer to 90 degrees and to install gates and detectable warning panels on both sides, both approaches.¹⁵

47. The WisDOT is not proposing fencing or other channelization to guide pedestrians to use the crossing but will install fencing on the north side of the tracks between the Oakton and Wisconsin Avenue crossings.

48. The Commissioner finds that the installation of pedestrian gates with channelization on both approaches to the crossing on both the north and south sidewalks is necessary to adequately protect and promote public safety at the Oakton Avenue crossing.

Kopmeier Drive (crossing no. 390533J / MP 106.17)

49. Kopmeier Drive is 25 feet wide in the vicinity of the crossing and intersects the railroad tracks at an angle of 90 degrees. The roadway approaches to the crossing are level southbound and an incline of three percent northbound.

50. Kopmeier Drive T-intersects with itself approximately 42 feet from the crossing.

51. Kopmeier Drive carried an ADT of 500 according to WisDOT records at a posted speed limit of 25 mph.

52. A driver traveling at 25 mph needs a distance of 175 feet to stop safely. The crossing warning devices are visible from more than 175 feet in each direction. The approach sight distance is adequate.

53. Assuming a train speed of 79 mph, a driver traveling at 25 mph needs to see a train when it is 796 feet from the crossing from a point 175 feet down the highway. The sight distance available in each quadrant from the safe stopping distance is as follows: 192 feet in the northwest

¹⁵ [PSC REF#: 354734](#) at 2.

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quadrant, 50 feet in the northeast quadrant, 1,200 feet in the southwest quadrant and 50 feet in the southeast quadrant. The corner sight distance is inadequate in the northwest, northeast, and southeast quadrants.

54. At all crossings, except those with gates, a driver stopped 15 feet short of the near rail must be able to see far enough down the track, in both directions, to determine if sufficient time exists for moving their vehicle safely across the tracks to a point 15 feet past the far rail, prior to the arrival of a train.

55. The necessary clearing sight distance at the Kopmeier Drive crossing is 1,958 feet. The available clearing sight distance is 2,000 feet in the northwest quadrant, 2,000 feet in the northeast quadrant, 255 feet in the southwest quadrant, and 132 feet in the southeast quadrant. The clearing sight distance is inadequate in the southeast and southwest quadrants.

56. The exposure factor at this crossing is 11,500.

57. No train-vehicle accidents have occurred at this crossing since 1973.

58. The crossing is presently protected with reflective crossbucks and mast mounted 12-inch LED automatic flashing lights with gates. Conditions warrant upgrading the warning devices at this crossing. The existing warning devices will be adequate until such time as the new warning devices are installed.

59. In order to adequately protect and promote public safety, it is necessary to install and maintain 12-inch LED automatic flashing lights with a four quadrant gate system, an electronic bell, constant warning time and brush clearing because of the train speeds, exposure factor, inadequate corner sight distance in three quadrants, and inadequate clearing sight distance in two quadrants at the crossing of the SOO tracks with Kopmeier Drive.

CTH KE (crossing no. 390535X / MP 108.19)

60. CTH KE is 42 feet wide in the vicinity of the crossing and intersects the railroad tracks at an angle of 80 degrees with left-hand-forward skew. The roadway approaches to the crossing are level.

61. Glacier Road intersects CTH KE approximately 67 feet northeast of the crossing.

62. CTH KE carried an ADT of 7,900 according to WisDOT records at a posted speed limit of 45 mph.

63. A driver traveling at 45 mph needs a distance of 383 feet to stop safely. The crossing warning devices are visible from more than 383 feet in each direction. The approach sight distance is adequate.

64. Assuming a train speed of 79 mph, a driver traveling at 45 mph needs to see a train when it is 808 feet from the crossing from a point 383 feet down the highway. The sight distance available in each quadrant from the safe stopping distance is as follows: 62 feet in the northwest quadrant, 89 feet in the northeast quadrant, 57 feet in the southwest quadrant and 152 feet in the southeast quadrant. The corner sight distance is inadequate in all four quadrants.

65. At all crossings, except those with gates, a driver stopped 15 feet short of the near rail must be able to see far enough down the track, in both directions, to determine if sufficient time exists for moving their vehicle safely across the tracks to a point 15 feet past the far rail, prior to the arrival of a train.

66. The necessary clearing sight distance at the CTH KE crossing is 1,964 feet. The available clearing sight distance is 2,000 feet in the northwest quadrant, 2,300 feet in the

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northeast quadrant, 357 feet in the southwest quadrant, and 349 feet in the southeast quadrant.

The clearing sight distance is inadequate in the southwest and southeast quadrants.

67. The exposure factor at this crossing is 181,700.

68. Two train-vehicle accidents have occurred at this crossing since 1973 in 1979 and 1999 with one reported fatality (1979).

69. The crossing is presently protected with reflective crossbucks and mast mounted 12-inch LED automatic flashing lights with gates. Conditions warrant upgrading the warning devices at this crossing. The existing warning devices will be adequate until such time as the new warning devices are installed.

70. In order to adequately protect public safety 12-inch LED automatic flashing lights with a four quadrant gate system, a sidelight for Glacier Road, an electronic bell, and constant warning time are needed because of the train speeds, exposure factor, inadequate corner sight distance in all quadrants, and inadequate clearing sight distance in two of the four quadrants.

Vettleson Road (crossing no. 390540U / MP 111.79)

71. Vettleson Road is 36 feet wide in the vicinity of the crossing and intersects the railroad tracks at an angle of 75 degrees with a right-hand-forward skew.

72. The roadway approaches to the crossing are level southbound and inclining at one percent northbound.

73. Vettleson Road carried an ADT of 1,500 according to WisDOT records at a posted speed limit of 45 mph.

74. A driver traveling at 45 mph needs a distance of 383 feet to stop safely. The crossing warning devices are visible from more than 383 feet in each direction. The approach sight distance is inadequate southbound due to curvature in the road, and is adequate northbound.

75. Assuming a train speed of 79 mph, a driver traveling at 45 mph needs to see a train when it is 808 feet from the crossing from a point 383 feet down the highway. The sight distance available in each quadrant from the safe stopping distance is as follows: 59 feet in the northwest quadrant, 98 feet in the northeast quadrant, 840 feet in the southwest quadrant and 98 feet in the southeast quadrant. The corner sight distance is inadequate in the northwest, northeast, and southeast quadrants.

76. At all crossings, except those with gates, a driver stopped 16 feet short of the near rail must be able to see far enough down the track, in both directions, to determine if sufficient time exists for moving their vehicle safely across the tracks to a point 16 feet past the far rail, prior to the arrival of a train.

77. The necessary clearing sight distance at the Vettleson Road crossing is 1,964 feet. The available clearing sight distance is 1,194 feet in the northwest quadrant, 491 feet in the northeast quadrant, 765 feet in the southwest quadrant, and 1,100 feet in the southeast quadrant. The clearing sight distance is inadequate in all four quadrants.

78. The exposure factor at this crossing is 34,500.

79. No train-vehicle accidents have occurred at this crossing since 1973.

80. The crossing is presently protected with reflective crossbucks and mast mounted 12-inch LED automatic flashing lights with gates. Conditions warrant upgrading the warning

devices at this crossing. The existing warning devices will be adequate until such time as the new warning devices are installed.

81. In order to adequately protect and promote public safety, it is necessary to install and maintain 12-inch LED automatic flashing lights with a four quadrant gate system, an electronic bell, constant warning time, and brush clearing because of the train speeds, exposure factor, inadequate corner sight distance in three of the four quadrants, and inadequate clearing sight distance in all quadrants at the crossing of the tracks of the SOO with Vettleson Road.

Conclusion of Law

The Office has jurisdiction over this matter under Wis. Stat. §§ 195.03(2), 195.28 and 195.29 and enters this order consistent with the findings of fact.

Discussion on Pedestrian Gates

The WisDOT is proposing to install pedestrian gates at the Wisconsin Avenue and Oakton Avenue crossings due to their skew and the project's aim to create a sealed corridor. The Manual on Uniform Traffic Control Devices (MUTCD) states that when a pedestrian grade crossing is located within 25 feet of the highway-rail grade crossing, the pedestrian grade crossing normally shares the signs and other treatments with the highway-rail grade crossing.¹⁶ The WisDOT states that the skew at the Wisconsin and Oakton crossings (45 and 40 degrees, respectively) creates a situation where a pedestrian could pass what would normally be the shared grade crossing warning devices after they have been activated.

¹⁶ See MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 Ed. (FHWA, Rev. 2012), § 8D.05, providing that the Crossbuck Assembly may be omitted on the approaches to a pathway grade crossing that is located within 25 feet of the traveled way at a highway-rail or highway-LRT grade crossing. Available at <http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/mutcd2009r1r2edition.pdf>.

There are attractions on both sides of the tracks. The Pewaukee Village Park with a large surface parking area is located on the north side near the Oakton Avenue crossing. A second public parking area is also north of the tracks near the Wisconsin Avenue crossing. A public beach, stores and restaurants line Wisconsin Ave on the south side of the tracks. Crossings near such attractions often experience pedestrian surges and these pedestrians can exhibit high inattention and compromised judgment.¹⁷ In locations where pedestrian surges are likely to occur, active warning devices should be provided. The proximity of the attractions also suggests that young pedestrians, the age group most likely to be distracted pedestrians, would either use the Wisconsin Avenue crossing or cross the tracks near Elm Street or Caldwell Street if no fence is in place.

The MUTCD identifies required and optional warning devices that may be applied to maintain the proper warning and control of pedestrians at grade crossings when factors such as sight distance restrictions and high pedestrian activity are present. These include the required crossbuck with stop or yield sign and the optional flashing-lights with or without gates, stop line, edge line delineation, detectable warning surface and pedestrian channelization.

Sight Distance

A pedestrian preparing to cross a single-track at a skew between 75 and 90-degrees must be able to see an oncoming train far enough down the tracks to be able clear the tracks before the train arrives at the crossing. As calculated in the Federal Highway Administration's 2002 *Guidance on Traffic Control Devices at Highway-Rail Grade Crossings*, this sight distance

¹⁷ TRANSIT COOPERATIVE RESEARCH PROGRAM, REPORT 69, Light Rail Service: Pedestrian and Vehicular Safety (2001), available at http://onlinepubs.trb.org/onlinepubs/tcrp/tcrp_rpt_69.pdf.

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includes a 7 feet decision/reaction distance, 2 x10 foot clearances from the centerline of the single track, and, uses a walking speed of 3.5 ft/s.¹⁸

The pedestrian time to clear a single-track grade crossing (seconds (s)) = pedestrian travel distance (feet (ft))/pedestrian speed (ft/s). Thus, based on two 10 ft clearance areas and a 7 ft decision / reaction distance pedestrian time is $(10 \text{ ft} + 10 \text{ ft} + 7 \text{ ft}) / (3.5 \text{ ft/s}) = 7.71 \text{ secs}$. The pedestrian clearing sight distance = pedestrian time to clear at-grade crossing times maximum train speed (79 mph) in ft/s or $7.71 \text{ sec} \times 115.87 \text{ ft/s} = 893.36 \text{ ft}$.

Less capable older pedestrians, because of their shorter stride and slower gait, would travel closer to a speed of 2.8 ft/s.¹⁹ At this speed, it takes 9.6 seconds to clear the tracks and the required clearing sight distance increases to 1,117.3 feet.

Fencing

A six-foot chain link fence is proposed for the north side of the railroad right-of-way between Wisconsin Avenue and Oakton Avenue. Fencing located within the pedestrian and vehicle sight triangles should be no higher than 43 inches. A funding source for fencing, however, has not been identified. Public safety requires that some safety measure be in place to prevent trespassing over the tracks with passenger train speeds up to 79 mph and freight train speeds up to 60 mph.

¹⁸ GUIDANCE ON TRAFFIC CONTROL DEVICES AT HIGHWAY-RAIL GRADE CROSSINGS. Highway/Rail Grade Crossing Technical Working Group, Washington DC: FHWA, November 2002, at 6. Available at http://safety.fhwa.dot.gov/intersection/other_topics/fhwasa09027/resources/Guidance%20On%20Traffic%20Control%20at%20Highway%20Rail%20Grade.pdf.

¹⁹ HANDBOOK FOR DESIGNING ROADWAYS FOR THE AGING POPULATION, Pub. No. FHWA-SA-14-015, Federal Highway Administration, Washington, D.C., June 2014, at 192, available online at https://safety.fhwa.dot.gov/older_users/handbook/aging_driver_handbook_2014_final%20.pdf.

The Commissioner does not believe that he can order installation of fencing on the SOO right-of-way such as that proposed in the WisDOT drawings.²⁰ He may, however, as part of the project, order the WisDOT to install barrier fencing that channelizes pedestrians toward pedestrian gates and to have such fencing extend to 25-feet on either side. But with such large gaps remaining between the crossings, it would be like building a doorway without walls.

Wisconsin Avenue Crossing

A north-south sidewalk crosses the tracks at the west side of the Wisconsin Avenue crossing. The WisDOT proposes to flare out the five-foot sidewalk on the north side so that it intersects the tracks at an angle of about 77 degrees and to install detectable warning panels and gates on both approaches.²¹

No change is proposed for the south side of the sidewalk, which, intersects the tracks at an angle of about 50 degrees, left-hand forward skew. Here, however, the roadway crossing gate arm is located within the sidewalk and once lowered, the gate mechanism and counterweight appear to block nearly half of the sidewalk. Thus, it may be appropriate to install a gate arm that extends across the sidewalk and into the roadway.²²

No treatment is proposed for the sidewalk on the southeast side of Wisconsin Avenue, which, continues through the crossing and leads to what appears to be a crosswalk to the right formed by two stop bars on either side of the mast-mounted lights. While there is a marked west-east sidewalk south of the crossing, persons unfamiliar with the area could find themselves continuing on the sidewalk and crossing the tracks at this location.

²⁰ See [PSC REF#: 354734](#).

²¹ [PSC REF#: 354734](#) at 1.

²² See MUTCD, *supra*, note 16 at § 8D.06.09.

Oakton Avenue crossing

The WisDOT is proposing to install five-foot sidewalks on both sides of Oakton Avenue such that they would intersect the tracks at an angle closer to 90 degrees and to install gates and detectable warning panels on both sides, both approaches. The north sidewalk would direct pedestrian traffic from the corner of Caldwell Street and Capitol drive to cross Capitol via a new crosswalk, toward the new pedestrian railroad crossing. This new sidewalk would also direct westbound pedestrian traffic on the north side of Capitol Drive to use the new pedestrian crossing. Unless some type of channelization is installed at this location, however, there will be nothing in place to direct pedestrians to use the new sidewalk as evidenced by the well-worn path over the tracks between Caldwell Street and Oakton Avenue.

With channelization and other right-of-way fencing in place, there may be a need for swing gates to prevent pedestrians from being trapped inside lowered gates. The Commissioner, however, admits that there is no specific engineering or pedestrian traffic study in this record on which to base reasoned conclusions and requirements for treatment of the proposed crossings. Thus, the Commissioner finds it reasonable to require that the WisDOT submit specific plans for the pedestrian crossings that address those safety measures discussed above, including discussion as to why it may not be appropriate to incorporate additional types of treatment beyond those proposed.

Order

1. Within 90 days of the effective date of this Final Decision, the WisDOT shall submit specific plans for the pedestrian crossings that address those safety measures discussed herein, including discussion of additional types of treatment beyond those that the WisDOT proposed, including, identifying a funding source for the SOO right-of-way fencing.

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2. The **SOO** shall install and maintain cantilevered 12-inch LED automatic flashing lights with gates, an electronic bell, constant warning time circuitry, and other appropriate appurtenances in accordance with such plans as are filed with and approved by the Office at the crossing of its tracks with **Forest Grove Drive**, village of Pewaukee, Waukesha County by **December 21, 2020** (crossing no. 390031X).

3. The **SOO** shall install and maintain 12-inch LED automatic flashing lights with a three quadrant gate system, a side light for High Street, two electronic bells, constant warning time circuitry and other appropriate appurtenances in accordance with such plans as are filed with and approved by the Office at the crossing of its tracks with **Wisconsin Avenue**, village of Pewaukee, Waukesha County by **December 21, 2020** (crossing no. 390532C).

4. The **SOO** shall install and maintain 12-inch LED automatic flashing lights with a three-quadrant gate system, two electronic bells, constant warning time and other appropriate appurtenances in accordance with such plans as are filed with and approved by the Office at the crossing of its tracks with **Oakton Avenue**, village of Pewaukee, Waukesha County by **December 21, 2020** (crossing no. 390530N).

5. The **SOO** shall install and maintain 12-inch LED automatic flashing lights with a four-quadrant gate system, an electronic bell, and constant warning time, and other appropriate appurtenances in accordance with such plans as are filed with and approved by the Office at the crossing of its tracks with **Kopmeier Drive**, village of Pewaukee, Waukesha County by **December 21, 2020** (crossing no. 390533J).

6. The **SOO** shall install and maintain 12-inch LED automatic flashing lights with a four-quadrant gate system, a sidelight for Glacier Road, an electronic bell, and constant warning time,

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and other appropriate appurtenances in accordance with such plans as are filed with and approved by the Office at the crossing of its tracks with **CTH KE**, town of Delafield, Waukesha County by **December 21, 2020** (crossing no. 390535X).

7. The **SOO** shall install and maintain 12-inch LED automatic flashing lights with a four quadrant gate system, an electronic bell, constant warning time and, and other appropriate appurtenances in accordance with such plans as are filed with and approved by the Office at the crossing of its tracks with **Vettleson Road** at-grade in the city of Delafield, Waukesha County by **December 21, 2020** (crossing no. 390540U).

8. The **SOO** shall submit to the Office signal and circuit plans with the cost estimate of its proposed installation and upon completion of the signal project, a detailed statement of the actual cost to the Office and to the WisDOT.

9. The signal installation work herein ordered shall not begin until the regional office of the WisDOT informs the railroad that they may start such work and such start notice will not be issued until appropriate federal aid or other funding arrangements have been assured. The cost of the new project initiated before the start notice will not be reimbursed with public funds and shall be the responsibility of the railroad.

10. The **SOO** shall coordinate the signal installation work herein ordered with the municipality and shall submit to the Office a plan and timetable for work completion at least 90 days prior to commencing the work.

11. The **SOO** shall notify the Office upon completion of the signal project.

12. The **SOO** shall clear brush and trees from its right-of-way for 330 feet down the tracks in each direction from the **Wisconsin Avenue, Kopmeier Drive, Vettleson Road** and **CTH KE** crossings by **June 30, 2019**.

13. The **village of Pewaukee** shall maintain advance warning signs (W10-1) on each approach to the **Forest Grove Drive, Wisconsin Avenue, Kopmeier Drive** and **Oakton Avenue** crossings at a distance from the crossing in accordance with the MUTCD.

14. The **city of Delafield** shall maintain advance warning signs (W10-1) on each approach to the **Vettleson Road** crossing at a distance from the crossing in accordance with the MUTCD.

15. **Waukesha County** shall maintain advance warning signs (W10-1) on each approach to the **CTH KE** crossing at a distance from the crossing in accordance with the MUTCD.

16. The **village of Pewaukee** shall install and maintain pavement markings on each approach to the **Forest Grove Avenue, Oakton Avenue, and Kopmeier Drive** crossings in accordance with the Wisconsin MUTCD Supplement (WMUTCD) by **June 30, 2019**.

17. The **village of Pewaukee** shall maintain pavement markings on each approach to the **Wisconsin Avenue** crossing in accordance with the WMUTCD.

18. **Waukesha County** shall maintain pavement markings on each approach to the **CTH KE** crossing in accordance with the WMUTCD.

19. The **city of Delafield** shall install and maintain pavement markings in accordance with the WMUTCD on each approach to the **Vettleson Road** crossing by **June 30, 2019**.

20. The **town of Delafield** shall install and maintain a "parallel tracks" advance warning sign (W10-4 tracks to the left) on Glacier Road for westbound traffic at a distance from the intersection of Glacier Road and **CTH KE** according to the MUTCD.

21. The **village of Pewaukee** shall install and maintain a "parallel tracks" advance warning sign (W10-4 tracks to the right) on **Capitol Drive** for eastbound traffic at a distance from the intersection of **Capitol Drive** and **Oakton Avenue** according to the MUTCD.

22. The **village of Pewaukee** shall install and maintain a "parallel tracks" advance warning sign (W10-3) on **Kopmeier Drive** for eastbound and westbound traffic at a distance from the intersection with **Kopmeier Drive** according to the MUTCD.

23. The **SOO** shall bear no part of the cost of the crossing signal materials or installation, except for any cost assessed to the railroad pursuant to Wis. Stat. § 195.60 for the investigation of this matter by the Office. The railroad shall not pass on those assessment costs either directly or indirectly.

24. If any interested person objects to this order and requests a hearing within 20 days of the date of this order in writing, the office will determine the nature of the objection and may hold a public hearing.

25. This Final Decision is effective one day after service.

26. Jurisdiction is retained.



Yash P. Wadhwa, P.E.
Commissioner of Railroads

kmk:ta:DL:01635823
See attached Notice of Rights

OFFICE OF THE COMMISSIONER OF RAILROADS
4822 Madison Yards Way
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**NOTICE OF RIGHTS FOR REHEARING OR JUDICIAL REVIEW, THE TIMES
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NAMED AS RESPONDENT**

The following notice is served on you as part of the Commissioner's written decision. This general notice is for the purpose of ensuring compliance with Wis. Stat. § 227.48(2), and does not constitute a conclusion or admission that any particular party or person is necessarily aggrieved or that any particular decision or order is final or judicially reviewable.

PETITION FOR REHEARING

If this decision is an order following a contested case proceeding as defined in Wis. Stat. § 227.01(3), a person aggrieved by the decision has a right to petition the Office of the Commissioner of Railroads (Office) for rehearing within 20 days of the date of service of this decision. Wis. Stat. § 227.49. The date of service is shown on the first page. The petition for rehearing must be filed with the Office and served on the parties. The filing of a petition for rehearing does not suspend or delay the order's effective date. Wis. Stat. § 227.49(2). An appeal of this decision may also be taken directly to circuit court through the filing of a petition for judicial review. It is not necessary to first petition for rehearing.

PETITION FOR JUDICIAL REVIEW

A person aggrieved by this decision has a right to petition for judicial review as provided in Wis. Stat. § 227.53. The petition must be filed in circuit court and served upon the Commissioner by personal service or certified mail within 30 days of the date of service of this decision if there has been no petition for rehearing. If a timely petition for rehearing has been filed, the petition for judicial review must be filed within 30 days of the date of service of the order finally disposing of the petition for rehearing, or within 30 days after the final disposition of the petition for rehearing by operation of law pursuant to Wis. Stat. § 227.49(5), whichever is sooner. If an *untimely* petition for rehearing is filed, the 30-day period to petition for judicial review commences the date the Office serves its original decision.²⁴ The Office must be named as respondent in the petition for judicial review.

If this decision is an order denying rehearing, a person aggrieved who wishes to appeal must seek judicial review rather than rehearing. A second petition for rehearing is not permitted.

Revised: March 27, 2018

²⁴ See *Currier v. Wisconsin Dep't of Revenue*, 2006 WI App 12, 288 Wis. 2d 693, 709 N.W.2d 520.

OFFICE OF THE COMMISSIONER OF RAILROADS**STATE OF WISCONSIN**

Petition of the Wisconsin Department of Transportation for a Determination of the Adequacy of Warning Devices of the Soo Line Railroad tracks with Kopmeier Drive, Wisconsin Avenue, Oakton Avenue, and Forest Grove Drive, in the village of Pewaukee, Waukesha County, Vettelson Road in the city of Delafield, Waukesha County, and CTH KE in the town of Delafield, Waukesha County

9150-RX-611

SECOND AMENDED FINAL DECISION

The Commissioner of Railroads issued a *Final Decision* in this docket on February 8, 2019, authorizing the Wisconsin Department of Transportation's (WisDOT) proposed upgrades at the Oakton Avenue crossing of the Soo Line Railroad (SOO) tracks to include a three-quadrant system with mast-mounted flashing-lights and gates, pedestrian gates, and a bungalow with updated constant warning time equipment by December 21, 2020, ([PSC REF#: 359238](#)) later extending the deadline to December 21, 2021. ([PSC REF#: 399859](#))

On August 3, 2021, the Commissioner granted the WisDOT's request to relocate the pedestrian gate on the southeast quadrant installed at a location not designated in the plans and to permanently remove the roadway exit gate at the same quadrant due to interference with vehicles clearing the tracks. (*Amended Final Decision*, [PSC REF#: 417946](#)) The Commissioner also requested any study or analysis that the WisDOT and village of Pewaukee may have conducted regarding safety of, and prohibiting left turns from Oakton Avenue to Capitol Drive.

A joint filing by the WisDOT and village stated that no study had been done on the current configuration at the Oakton Avenue crossing. ([PSC REF#: 419090](#)) However, WisDOT stated that during repeated visits in both May and August 2021, "[it] noticed very concerning traffic behavior resulting in queueing over this high-speed, high-volume railroad crossing,

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particularly related to left turns off Oakton Avenue." The WisDOT requested the Commissioner to perform an investigation on both the eastbound Oakton Avenue left-turn movement onto Capitol Drive and the westbound Oakton Avenue left-turn movement onto Oakton Avenue and Clark Street. The Commissioner finds that such an investigation is unnecessary given the WisDOT's observation of queueing over the tracks in both directions resulting from traffic waiting for left-turning vehicles to complete their turn. Any study is only likely to re-confirm the WisDOT's observations at the crossing.

Thus, under the provisions of Wis. Stat. § 195.29 to determine what, if anything, shall be done to promote the public safety and the means by which it shall be accomplished at the crossing, the Commissioner finds it reasonable to prohibit left turns at the crossing. While prohibiting left-turn signage is one method, signage alone would not force compliance at such a dangerous crossing. However, extending each median west and east will force compliance.

The Commissioner is cognizant that extending the median east on Capitol Drive will be limited by left turns from southbound Capitol Drive to eastbound Capitol Drive.

The Commissioner also finds that the WisDOT request to amend Order Points 4 and 6 of the *Amended Final Decision* is reasonable and so ordered.

Order

1. Order Point 4 of the *Amended Final Decision* is amended to read: The SOO shall relocate the detectable warning field in the southeast quadrant to a location consistent with the Manual on Uniform Traffic Control Devices' requirements relative to the pedestrian gate (within 1.5 ft. of pedestrian gate arm) just near the face of the gate, and install and maintain a north-facing sidelight to the pedestrian gate mast.

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2. Order Point 6 of the *Amended Final Decision* is amended to read: The SOO shall bear the full cost of relocating the detectable warning fields in the southeast quadrant.

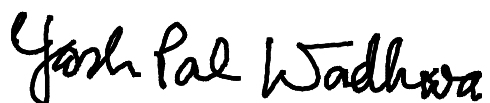
3. The **WisDOT**, in consultation with the **village of Pewaukee**, shall file plans for extending the medians east and west of the crossing to prevent left-turn movements north to Capitol Drive and south to Oakton Avenue/Clark Street, to include no-left-turn signage, by **September 10, 2021** for construction no later than **October 15, 2021**.

4. The **WisDOT** shall bear the full cost of extending the medians.

5. Notwithstanding any other cost apportionment in this order, the SOO shall bear any cost assessed to the railroad pursuant to Wis. Stat. § 195.60 for the investigation of this matter by the Office. The railroad shall not pass on those assessment costs either directly or indirectly.

6. This Second Amended Final Decision is effective one day after service.

7. Jurisdiction is retained.



Yash P. Wadhwa, P.E.
Commissioner of Railroads

DA/ss:DL:01829475

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PETITION FOR REHEARING

If this decision is an order following a contested case proceeding as defined in Wis. Stat. § 227.01(3), a person aggrieved by the decision has a right to petition the Office of the Commissioner of Railroads (Office) for rehearing within 20 days of the date of service of this decision. Wis. Stat. § 227.49. The date of service is shown on the first page. The petition for rehearing must be filed with the Office and served on the parties. The filing of a petition for rehearing does not suspend or delay the order's effective date. Wis. Stat. § 227.49(2). An appeal of this decision may also be taken directly to circuit court through the filing of a petition for judicial review. It is not necessary to first petition for rehearing.

PETITION FOR JUDICIAL REVIEW

A person aggrieved by this decision has a right to petition for judicial review as provided in Wis. Stat. § 227.53. The petition must be filed in circuit court and served upon the Commissioner by personal service or certified mail within 30 days of the date of service of this decision if there has been no petition for rehearing. If a timely petition for rehearing has been filed, the petition for judicial review must be filed within 30 days of the date of service of the order finally disposing of the petition for rehearing, or within 30 days after the final disposition of the petition for rehearing by operation of law pursuant to Wis. Stat. § 227.49(5), whichever is sooner. If an *untimely* petition for rehearing is filed, the 30-day period to petition for judicial review commences the date the Office serves its original decision.¹ The Office must be named as respondent in the petition for judicial review.

If this decision is an order denying rehearing, a person aggrieved who wishes to appeal must seek judicial review rather than rehearing. A second petition for rehearing is not permitted.

Revised: March 27, 2018

¹ See *Currier v. Wisconsin Dept. of Revenue*, 2006 WI App 12, 288 Wis. 2d 693, 709 N.W.2d 520.

OFFICE OF THE COMMISSIONER OF RAILROADS
STATE OF WISCONSIN

Petition of the Wisconsin Department of Transportation for a Determination of the Adequacy of Warning Devices of the Soo Line Railroad tracks with Kopmeier Drive, Wisconsin Avenue, Oakton Avenue, and Forest Grove Drive, in the village of Pewaukee, Waukesha County, Vettelson Road in the city of Delafield, Waukesha County, and CTH KE in the town of Delafield, Waukesha County

9150-RX-611

THIRD AMENDED FINAL DECISION

In its *Amended Final Decision* of August 3, 2021, the Commissioner requested that the WisDOT and village of Pewaukee submit a study or analysis regarding the safety of left turns through the Oakton Avenue crossing.¹ The WisDOT and village responded that no study had been done on the current configuration.² However, during repeated visits in May and August 2021, the WisDOT noticed very concerning traffic behavior resulting in queueing over the crossing, particularly related to left turns off Oakton Avenue. The WisDOT requested that this Office conduct an investigation.

Given the WisDOT's observations, however, on August 27, 2021, the Commissioner issued the *Second Amended Final Decision* requiring the WisDOT and village to file plans for extending the medians east and west of the crossing to prevent left-turn movements north to Capitol Drive and south to Oakton Avenue/Clark Street, by September 10, 2021, for construction no later than October 15, 2021.³

On September 10, 2021, the WisDOT responded that the timeframe outlined in the *Second Amended Final Decision* was unreasonable because a responsible design would need to

¹ [PSC REF#: 417946.](#)

² [PSC REF#: 419090.](#)

³ [PSC REF#: 419643.](#)

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evaluate stormwater, utilities, pedestrians, etc.⁴ The WisDOT's earlier design proposed a median west of the crossing⁵ and later added a median east of the crossing.⁶ Assuming WisDOT's earlier design was also responsible, it should have already conducted the evaluation it now says is needed. Thus, the information needed to design median extensions should be readily available.

The WisDOT goes on to say that extending the medians seems to have been ordered without a proper investigation or full evaluation/study and proposes to do the study it wanted the Office to conduct, but, needs additional time to do so. The Commissioner is not willing to gamble that a catastrophic event with loss of life would wait until traffic patterns and driver inconvenience is studied after first taking 60 days to determine the funding and scope of the study. Pedestrians crossing Capitol Drive or navigating the Clark Street/Oakton Avenue intersection are also at serious risk from left-turning drivers failing to yield to pedestrians by driving through what at peak times would be a narrow window of oncoming traffic.

While the WisDOT agrees that temporarily prohibiting left turns would provide some measure of safety, it provides no suggestion on what measures would achieve an appropriate balance that prohibits left turns generally without burdening emergency vehicles. Three weeks after the *Second Amended Final Decision*, there are no answers for even temporary measures at a crossing with 23 passenger and freight train movements per day crossing paths with an average daily traffic of 6,300 vehicles resulting in an exposure factor of 144,900.

⁴ [PSC REF#: 420493](#).

⁵ [PSC REF#: 340709](#) at 5.

⁶ [PSC REF#: 354734](#) at 3.

Order

1. The **village of Pewaukee** shall prevent left-turn movements over the Oakton Avenue crossing of the SOO tracks north to Capitol Drive and south to Oakton Avenue/Clark Street, by installing temporary bollards or other temporary raised measures including no-left-turn signage, by **October 22, 2021**.

2. The **WisDOT** and **village of Pewaukee** shall file a plan outlining the funding and scope of a study of the traffic at the Oakton Avenue crossing as well as the side streets by **November 5, 2021**.

3. Order Point 3 of the *Second Amended Final Decision* is amended to read: The **WisDOT** and **village of Pewaukee** shall file plans for making permanent no left-turn movements north to Capitol Drive and south to Oakton Avenue/Clark Street, whether by extending the medians east and west of the crossing or any other permanent measure by **February 15, 2022**, for construction no later than **April 15, 2022**.

4. All other terms and conditions of the *Second Amended Final Decision* remain in effect.

5. This *Third Amended Final Decision* is effective upon service.

6. Jurisdiction is retained.



Yash P. Wadhwa, P.E.
Commissioner of Railroads

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The following notice is served on you as part of the Commissioner's written decision. This general notice is for the purpose of ensuring compliance with Wis. Stat. § 227.48(2), and does not constitute a conclusion or admission that any particular party or person is necessarily aggrieved or that any particular decision or order is final or judicially reviewable.

PETITION FOR REHEARING

If this decision is an order following a contested case proceeding as defined in Wis. Stat. § 227.01(3), a person aggrieved by the decision has a right to petition the Office of the Commissioner of Railroads (Office) for rehearing within 20 days of the date of service of this decision. Wis. Stat. § 227.49. The date of service is shown on the first page. The petition for rehearing must be filed with the Office and served on the parties. The filing of a petition for rehearing does not suspend or delay the order's effective date. Wis. Stat. § 227.49(2). An appeal of this decision may also be taken directly to circuit court through the filing of a petition for judicial review. It is not necessary to first petition for rehearing.

PETITION FOR JUDICIAL REVIEW

A person aggrieved by this decision has a right to petition for judicial review as provided in Wis. Stat. § 227.53. The petition must be filed in circuit court and served upon the Commissioner by personal service or certified mail within 30 days of the date of service of this decision if there has been no petition for rehearing. If a timely petition for rehearing has been filed, the petition for judicial review must be filed within 30 days of the date of service of the order finally disposing of the petition for rehearing, or within 30 days after the final disposition of the petition for rehearing by operation of law pursuant to Wis. Stat. § 227.49(5), whichever is sooner. If an *untimely* petition for rehearing is filed, the 30-day period to petition for judicial review commences the date the Office serves its original decision.⁷ The Office must be named as respondent in the petition for judicial review.

If this decision is an order denying rehearing, a person aggrieved who wishes to appeal must seek judicial review rather than rehearing. A second petition for rehearing is not permitted.

Revised: March 27, 2018

⁷ See *Currier v. Wisconsin Dept. of Revenue*, 2006 WI App 12, 288 Wis. 2d 693, 709 N.W.2d 520.

OFFICE OF THE COMMISSIONER OF RAILROADS

STATE OF WISCONSIN

Petition of the Wisconsin Department of Transportation for a Determination of the Adequacy of Warning Devices of the Soo Line Railroad tracks with Kopmeier Drive, Wisconsin Avenue, Oakton Avenue, and Forest Grove Drive, in the village of Pewaukee, Waukesha County, Vettelson Road in the city of Delafield, Waukesha County, and CTH KE in the town of Delafield, Waukesha County

9150-RX-611

ORDER GRANTING EXTENSION

On February 8, 2019, the Commissioner of Railroads issued a *Final Decision* in this docket upgrading the warning devices of the Soo Line Railroad (SOO) tracks with Kopmeier Drive, Wisconsin Avenue, Oakton Avenue, Forest Grove Drive, Vettelson Road, and CTH KE by December 21, 2020. ([PSC REF#: 359238](#))

On November 6, 2020, the SOO sought an extension to December 31, 2021, to allow more time for power to be installed and materials delayed by COVID. ([PSC REF#: 399578](#))

Order

1. The SOO's petition for extension is GRANTED.
2. Order Points 2-7 of the *Final Decision* are amended to read **December 21, 2021**.
3. All other terms and conditions of the *Final Decision* remain in effect.
4. This Order is effective upon service.
5. Jurisdiction is retained.



Yash P. Wadhwa, P.E.
Commissioner of Railroads

DA/ss:DL:01773894
See attached Notice of Rights

OFFICE OF THE COMMISSIONER OF RAILROADS
4822 Madison Yards Way
P.O. Box 7854
Madison, Wisconsin 53707-7854

**NOTICE OF RIGHTS FOR REHEARING OR JUDICIAL REVIEW, THE TIMES
ALLOWED FOR EACH, AND THE IDENTIFICATION OF THE PARTY TO BE
NAMED AS RESPONDENT**

The following notice is served on you as part of the Commissioner's written decision. This general notice is for the purpose of ensuring compliance with Wis. Stat. § 227.48(2), and does not constitute a conclusion or admission that any particular party or person is necessarily aggrieved or that any particular decision or order is final or judicially reviewable.

PETITION FOR REHEARING

If this decision is an order following a contested case proceeding as defined in Wis. Stat. § 227.01(3), a person aggrieved by the decision has a right to petition the Office of the Commissioner of Railroads (Office) for rehearing within 20 days of the date of service of this decision. Wis. Stat. § 227.49. The date of service is shown on the first page. The petition for rehearing must be filed with the Office and served on the parties. The filing of a petition for rehearing does not suspend or delay the order's effective date. Wis. Stat. § 227.49(2). An appeal of this decision may also be taken directly to circuit court through the filing of a petition for judicial review. It is not necessary to first petition for rehearing.

PETITION FOR JUDICIAL REVIEW

A person aggrieved by this decision has a right to petition for judicial review as provided in Wis. Stat. § 227.53. The petition must be filed in circuit court and served upon the Commissioner by personal service or certified mail within 30 days of the date of service of this decision if there has been no petition for rehearing. If a timely petition for rehearing has been filed, the petition for judicial review must be filed within 30 days of the date of service of the order finally disposing of the petition for rehearing, or within 30 days after the final disposition of the petition for rehearing by operation of law pursuant to Wis. Stat. § 227.49(5), whichever is sooner. If an *untimely* petition for rehearing is filed, the 30-day period to petition for judicial review commences the date the Office serves its original decision.¹ The Office must be named as respondent in the petition for judicial review.

If this decision is an order denying rehearing, a person aggrieved who wishes to appeal must seek judicial review rather than rehearing. A second petition for rehearing is not permitted.

Revised: March 27, 2018

¹ See *Currier v. Wisconsin Dept. of Revenue*, 2006 WI App 12, 288 Wis. 2d 693, 709 N.W.2d 520.

CHAPTER 195

RAILROAD AND WATER CARRIER REGULATION

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195.14	Free transportation; reduced rates, passes, limitations.	195.60	Payment of office expenses by railroads and water carriers.
195.15	Transportation contracts, filed.		

Cross-reference: See also *RR*, Wis. adm. code.

195.001 Definitions. In this chapter:

(1m) “Department” means the department of transportation.

(2) “Office” means the office of the commissioner of railroads.

(2m) “Railroad historical society” means a nonprofit historical society that operates railroad locomotives and rolling stock on railroad tracks for the purpose of historic preservation and is not a common carrier.

(3) “Railroad track equipment” means a device that is operated on rails and used primarily for the maintenance of railroads.

History: 1977 c. 29; 1981 c. 347; 1983 a. 189; 1991 a. 269; 1993 a. 16, 123; 2011 a. 101.

195.02 Definitions, scope of chapter, application of statute. (1) In this chapter, unless a different meaning is manifest: “Railroad” means and embraces all corporations, companies, individuals, associations, their lessees, trustees or receivers that own, operate, manage or control any railroad or part of a railroad as a common carrier in this state, or cars, or other equipment used thereon, or bridges, terminals or sidetracks, used in connection therewith, whether owned by such railroad or otherwise.

(3) This chapter applies to the transportation of passengers and property between points within this state, and to the receiving, switching, delivering, storing and handling of such property, and to all water carrier charges connected therewith, and applies to all common carriers engaged in the transportation of passengers or property wholly by rail or partly by rail and partly by water, and to all common carriers of property wholly by water which operate between fixed end points, but shall not apply to transportation of property by water under contract as a private carrier.

(4) This chapter shall not apply to private railroads that are not common carriers.

(4m) Each provision of this chapter applies only to the extent that it is not contrary to or inconsistent with federal law or the constitution of the United States.

(5) “Water carrier” means a common or contract carrier of property by water that operates between fixed end points, but does not include a water carrier under common control with a railroad when transporting freight for continuous carriage or shipment. In

this chapter, “common carrier,” with respect to a water carrier, includes a contract carrier other than a private contract carrier.

History: 1977 c. 29; 1979 c. 110; 1985 a. 187; 2005 a. 179.

Cross-reference: See also *RR*, Wis. adm. code.

195.03 Office; powers and duties, general enumeration. (1) **PRACTICE RULES.** The office may take testimony and administer oaths and may promulgate rules to govern its proceedings and to regulate the mode and manner of all hearings. All hearings shall be open to the public.

(2) **OFFICE INITIATIVE.** In any matter within its jurisdiction under ch. 192 or this chapter, the office may initiate, investigate and order a hearing at its discretion upon such notice as it considers proper.

(7) **STUDY RAILROAD AND WATER CARRIER BUSINESS, DEMAND INFORMATION.** The office may inquire into the management of the business of all railroads and water carriers, and shall keep itself informed as to the manner in which the same is conducted, and may obtain from any railroad or water carrier all necessary information to enable the office to perform the duties and carry out the objects for which it is responsible.

(8) **QUESTIONNAIRES, ANSWERS COMPULSORY.** The office shall prepare forms for the purpose of obtaining the information which it may deem necessary or useful to the proper exercise of its functions, which shall conform as nearly as practicable to the forms prescribed by the federal railroad administration, federal surface transportation board, or other applicable federal agency or authority, and shall furnish the forms to railroads and water carriers, and every railroad and water carrier receiving the forms shall cause the forms to be properly completed and verified under oath by its proper officer and returned to the office within the time fixed by the office.

(9) **EXAMINE BOOKS AND FILES OF RAILROADS AND WATER CARRIERS.** The commissioner of railroads or any person employed by the office for that purpose shall, upon demand, have the right to inspect the books and papers of any railroad or water carrier and to examine under oath any officer, agent or employee of such railroad or water carrier in relation to its business and affairs; provided that any person other than the commissioner of railroads who makes such demand shall produce his or her authority under the hand and seal of the office.

(10) PRODUCTION OF RECORDS AND FILES KEPT OUT OF STATE. The office may, by an order or subpoena to be served in the manner that a circuit court summons is served, require the production within this state, at such time and place as it may designate, of any books, papers or accounts kept by any railroad or water carrier without the state, or verified copies in lieu thereof, if the office shall so order.

(11) UNIFORM SYSTEM OF ACCOUNTING. The office may prescribe a uniform system of keeping and rendering accounts of all railroad and water carrier business transacted in this state, and the time within which railroads and water carriers shall adopt such system; provided that all forms of accounts which may be prescribed by the office shall conform to any applicable requirement under 49 USC 11141 to 11164 or 49 CFR 1201 and, as nearly as practicable, to similar forms prescribed by federal authority.

(12) TIME FOR FILING WATER CARRIER RATE TARIFFS. The office shall fix the time for filing water carrier schedules relative to the transportation of passengers and property and of any service in connection therewith.

(13) SCHEDULE FORMS. The office may prescribe the forms for water carrier schedules.

(14) PASSES TO SHIPPERS. The office may prescribe regulations for free transportation of attendants upon shipments of livestock.

(15) ELEVATORS AND WAREHOUSES. The office may prescribe rules and regulations covering the charges and manner of conducting the business of public elevators and warehouses upon railroad ground.

(16) CAR SERVICE. The office may make reasonable regulations for furnishing cars to shippers, and for moving, loading and unloading cars and for weighing cars and freight, and to test railroad weights and scales used in weighing freight or cars.

(17) PRIVATE TRACKS. The office shall have control of private railroad tracks insofar as the same are used by common carriers for the transportation of freight, in all respects the same as though such tracks were part of a public railroad.

(18) SAFETY DEVICES. The office may make reasonable rules, regulations, specifications and standards for the installation, operation and maintenance of all safety devices and measures.

(19) RAILROAD AND WATER CARRIER STRUCTURES. The office may order the repair or reconstruction of any inadequate or unsafe railroad track or water carrier structure.

(25) DISTRIBUTION OF ORDERS. The office shall upon application furnish certified copies, under its seal, of any order made by it, which shall be prima facie evidence of the facts stated therein.

(28) TITLE. The office may sue and be sued in that name, and may confer with or participate in any proceedings before any regulatory agency of any other state or of the federal government.

(29) TRAIN PRIVILEGES. The employees authorized by the office to perform railroad inspection duties may, in the performance of such duties, ride in and upon any engine, car or train of any class, of any railroad, upon payment of the lawful passenger fare, but such railroad shall not thereby be deemed to become a common carrier of passengers other than on passenger cars.

(30) HEARINGS. (a) The office shall give testimony at the hearing under s. 350.138 (4) (b), or shall submit a written report for introduction into the hearing record, on the factors stated in s. 350.138 (4) (d) 1., 2., 3., and 4.

(b) The office shall give the department of natural resources the office's opinion on whether the snowmobile crossing should be closed or removed in testimony at the hearing under s. 350.1395 (2) (b) 2. or in a written report for introduction into the hearing record.

History: 1971 c. 215, 306; 1977 c. 29 ss. 1325, 1328 to 1333, 1654 (9) (e); 1979 c. 34; 1981 c. 347 ss. 70, 80 (1); 1981 c. 391; 1993 a. 16, 123, 490; 2001 a. 14, 107; 2005 a. 179.

195.04 Complaints, investigation, hearings, notice.

(1) Upon complaint of any person, including any state agency,

water carrier, or railroad, either relating to a railroad as provided under s. 192.324, 192.34, 195.20, 195.28 (1), 195.285 (1), 195.29 (1), (5), or (6), 195.31, or 195.32 or that any water carrier rate, fare, charge, or classification or any regulation or practice whatever affecting the transportation of persons or property, or any service in connection therewith, is in any respect unreasonable or unjustly discriminatory or that any service is inadequate, the office may investigate the complaint and shall set the complaint for hearing. No order may be entered by the office without a public hearing, except as otherwise provided in this chapter.

(2) The office shall, prior to any hearing, notify the water carrier or railroad complained of that a complaint has been made, and 20 days after such notice has been given the office may proceed to set a time and place for a hearing.

(3) The office shall give the water carrier or railroad and the complainant 20 days' notice of the hearing and the matters to be considered and determined. Both the water carrier or railroad and the complainant shall be entitled to be heard and shall have process to enforce the attendance of witnesses.

(4) The notice provided for in subs. (2) and (3) may be combined but if combined the notice shall not be less than 20 days.

History: 1977 c. 29; 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 2005 a. 179.

Cross-reference: See also ch. RR 1, Wis. adm. code.

195.041 Separate rate hearings; absence of direct damage. The office may, when complaint is made of more than one water carrier rate or charge, order separate hearings thereon, and may consider and determine the several matters complained of separately and at such times as it may prescribe. No complaint shall at any time be dismissed because of the absence of direct damage to the complainant.

History: 1977 c. 29; 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 2005 a. 179.

195.042 Summary investigations. Whenever the office believes that any water carrier rate or charge may be unreasonable or unjustly discriminatory or that any service is inadequate or cannot be obtained or that an investigation of any matter relating to any water carrier or, if a matter arising under s. 192.324, 192.34, 195.20, 195.28 (1), 195.285 (1), 195.29 (1), (5), or (6), 195.31, or 195.32, to any railroad should for any reason be made, it may investigate the same with or without notice.

History: 1977 c. 29; 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 2005 a. 179.

195.043 Procedure after summary investigation.

(1) If, after summary investigation, the office becomes satisfied that sufficient grounds exist to warrant a formal hearing being ordered as to the matters investigated, it shall set a time and place for a hearing. The office shall publish notice of any such investigation in its weekly calendar and any report and all matters considered by the office with respect thereto shall be available for public inspection upon request.

(2) Notice of the time and place for such hearing shall be given to the water carrier or railroad, and to such other interested persons as the office deems necessary, as provided in s. 195.04, and thereafter proceedings shall be had and conducted in reference to the matter investigated in like manner as though complaint had been filed with the office relative to the matter investigated, and the same order or orders may be made in reference thereto as if such investigation had been made on complaint.

History: 1977 c. 29; 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 2005 a. 179.

195.044 Witness fees and mileage. (1) Each witness who appears before the office or its agent, by its order, shall receive for attendance the fees and mileage now provided for witnesses in civil cases in courts of record, which shall be audited and paid by the state in the same manner as other expenses are audited and paid, upon the presentation of proper vouchers sworn to by such witnesses and approved by the office. Said fees and mileage shall be charged to the appropriation for the office.

(2) No witness subpoenaed at the instance of parties other than the office is entitled to compensation from the state for attendance

or travel unless the office certifies that the witness' testimony was material to the matter investigated.

History: 1977 c. 29, 273; 1981 c. 347 ss. 71, 80 (1); 1993 a. 16, 123.

195.045 Depositions. The office or any party may in any hearing cause the depositions of witnesses residing within or without the state to be taken in the manner prescribed by law for like depositions in civil actions in circuit courts. Any expense incurred or authorized by the office in taking such depositions shall be charged to the appropriation for the office.

History: 1977 c. 29; 1981 c. 347 s. 80 (1); 1993 a. 16, 123.

Cross-reference: See also s. RR 1.09, Wis. adm. code.

195.046 Record. A full and complete record shall be kept of all proceedings before the office or its hearing examiners.

History: 1977 c. 29; 1981 c. 347 s. 80 (1); 1993 a. 16, 123.

Cross-reference: See also s. RR 1.07, Wis. adm. code.

195.047 Transcripts as evidence. A transcribed copy of the evidence and proceedings or any specific part thereof, on any hearing under this chapter taken by the stenographer, being certified by such stenographer to be a true and correct transcript of all the testimony or of a particular witness, or of other specific part thereof, carefully compared with the original notes, and to be a correct statement of the evidence and proceedings had on such hearing so purporting to be taken and transcribed, shall be received in evidence with the same effect as if such reporter were present and testified to the fact so certified. A copy of such transcript shall be furnished on demand free of cost to any party to such hearing.

History: 1977 c. 29.

195.048 Incriminating evidence. (1) No person may be excused from testifying or from producing books, accounts and papers in any proceeding based upon or growing out of any violation of this chapter on the ground or for the reason that the testimony or evidence may tend to incriminate or subject the person to penalty or forfeiture, but no person having so testified may be prosecuted or subjected to any penalty or forfeiture for or on account of any such testimony. No person so testifying may be exempted from prosecution or punishment for perjury in testifying.

(2) The immunity provided under sub. (1) is subject to the restrictions under s. 972.085.

History: 1977 c. 29, 273; 1989 a. 122.

195.05 Office; water carrier rates, regulations, service, procedure. (1) ORDERS FOR RATES AND SERVICE. Whenever the office shall find that any existing water carrier rate, fare, charge, or classification, or any joint rate, or any regulation or practice affecting the transportation of persons or property, or any service in connection therewith is unreasonable or unjustly discriminatory or that any service is inadequate, it shall determine and by order fix a reasonable rate, fare, charge, classification, joint rate, regulation, practice or service to be imposed, observed and followed in the future, in lieu of that found to be unreasonable or unjustly discriminatory or inadequate.

(2) TIME TO COMPLY WITH ORDERS. Where the order made relates to service, and the same cannot, in the judgment of the office, be complied with within 20 days, the office may prescribe such additional time as in its judgment is reasonably necessary to comply with the order and may on application and for good cause shown further extend the time.

(3) RATES NOT CHANGED BY WATER CARRIER. All water carriers to which the order applies shall make such changes in their schedule on file as may be necessary to make the same conform to said order, and no change shall thereafter be made by any water carrier in any such rates, fares or charges, or in any joint rates except as provided in s. 195.08.

(4) MODIFICATION OF ORDERS. The office may by order at any time, upon notice to the water carrier and after opportunity to be heard, rescind, alter or amend any order fixing any rate or rates,

fares, charges or classification, or any other order made by the office.

History: 1981 c. 347 s. 80 (1); 1985 a. 187; 1993 a. 16, 123; 2005 a. 179.

Res judicata is inapplicable to commission orders since no time limitation is imposed for petitioning to reopen and the commission can rescind the previous executory order at any time. Village of Prentice v. Wisconsin Transportation Commission, 123 Wis. 2d 113, 365 N.W.2d 899 (Ct. App. 1985).

195.055 Judicial review. All orders and determinations of the office are subject to judicial review under ch. 227.

History: 1977 c. 29; 1981 c. 347 s. 80 (1); 1993 a. 16, 123.

195.06 Office orders prima facie lawful. All orders, determinations and decisions made by the office shall be in force and effective 20 days after the same has been served as required by s. 227.48 unless the office shall specify a different date upon which the same shall be effective, and shall be prima facie lawful, and all regulations, practices and service prescribed by the office shall be in force and shall be prima facie lawful and reasonable, until finally found otherwise upon judicial review thereof instituted pursuant to ch. 227.

History: 1975 c. 414 s. 28; 1981 c. 347 s. 80 (1); 1985 a. 182 s. 57; 1993 a. 16, 123.

195.07 Law enforcement. (1) POWERS. The office shall inquire into the neglect or violation of the laws of this state by water carriers and railroads, or by the officers, agents or employees thereof, or by persons operating water carriers and railroads, and shall report violations to the attorney general.

(2) ATTORNEY GENERAL AND DISTRICT ATTORNEY TO PROSECUTE. Upon request of the office, the attorney general or the district attorney of the proper county shall aid in any investigation, hearing or trial had under, and shall institute and prosecute all necessary actions or proceedings for the enforcement of, laws relating to water carriers and railroads.

(3) ACTIONS, CHARACTER, VENUE. Any forfeiture, fine or other penalty provided in chs. 192 to 195 may be recovered as a forfeiture in a civil action brought in the name of the state in the circuit court of Dane County, or in the county that would be the proper place of trial under s. 801.50.

History: 1977 c. 29; 1981 c. 347 s. 80 (1); 1985 a. 29; 1993 a. 16, 123; 2005 a. 179.

195.08 Water carrier rates, schedules, service.

(1g) DEFINITION. In this section "schedules" does not include "timetables".

(1r) SERVICE RATES TO BE ADEQUATE AND JUST. Every water carrier shall furnish reasonably adequate service and facilities, and the charges made for the transportation of passengers or property or for any service in connection therewith, or for the receiving, delivering, storing or handling of property shall be reasonable and just, and every unjust and unreasonable charge for such service is prohibited and declared to be unlawful.

(2) SCHEDULES; PUBLICATION. Every water carrier shall print in plain type and file with the office schedules which shall be open to public inspection showing all rates, fares and charges for the transportation of passengers and property and any service in connection therewith which it has established and which are in force at the time between all points in this state upon its line or any line controlled or operated by it. The schedules shall plainly state the places upon its line or any line controlled or operated by it in this state between which passengers and property will be carried, and there shall be filed therewith the classification of freight in force.

(3) SCHEDULES, RULES AND REGULATIONS. Every water carrier shall publish with and as a part of such schedules all rules and regulations that in any manner affect the rates charged or to be charged for the transportation of passengers or property and its charges for delay in loading or unloading property or for rendering any other service in connection with the transportation of persons or property.

(4) SCHEDULES, COPIES IN TERMINALS. Two copies of said schedules for the use of the public shall be kept in every terminal

and office of such water carrier in such form and place as to be easily accessible to the public.

(7) **CHANGES IN SCHEDULE.** No change shall be made in any schedule, or in any classification, unless the change shall be plainly indicated upon existing schedules, or by filing new schedules in lieu thereof, 30 days prior to the time the same are to take effect. Copies of all new schedules shall be filed as required in this section in every terminal and office of such water carrier at places to or from which the rates in such schedules apply, 30 days prior to the time the same are to take effect, unless the office shall prescribe a less time.

(9) **COMPLAINT AGAINST CHANGE IN SCHEDULES.** Whenever a complaint is filed with the office before any change in any water carrier schedule, or in any classification, rule, regulation or practice becomes effective to the effect that the change is unreasonable or unjustly discriminatory, the office shall give notice to the water carrier that a complaint has been made, may investigate the complaint and shall set the complaint for hearing. The office may, in its discretion, by order, stay the change pending the determination of the matters investigated at any time before the change shall take effect. If the change complained of is found unreasonable or unjustly discriminatory, the change shall not take effect and, if the change has become effective, the office shall order the discontinuance thereof. The office may fix and order substituted for any such change such rates, joint rates, fares, charges, classification, rule, regulation, practice or service as it shall have determined to be just and reasonable and which shall be charged, imposed or followed in the future, and shall make such order respecting such rule, regulation, practice or service as it shall determine to be reasonable and which shall be observed and followed in the future. Procedure and notice shall be as provided in s. 195.04 (2) to (4).

(11) **FREIGHT CLASSIFICATION.** There shall be but one classification of freight which shall be uniform on all water carriers.

History: 1977 c. 29; 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 1999 a. 83; 2005 a. 179.

195.09 Commodity rates. Concentration, commodity, transit and other special contract rates are permitted, but all such rates shall be open to all shippers for a like kind of traffic under similar circumstances and conditions, and shall be subject to the provisions of this chapter.

195.10 Emergency rates. The office shall have power, when deemed by it necessary to prevent injury to the business or interests of the people or water carriers of this state in consequence of any emergency to be judged of by the office, to temporarily alter, amend, or, with the consent of the water carrier company concerned, suspend any existing passenger rates, freight rates, schedules and orders on any water carrier in this state. Such rates so made by the office shall apply on one or more of the water carriers in this state or any portion thereof as may be directed by the office, and shall take effect at such time and remain in force for such length of time as may be prescribed by the office.

History: 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 2005 a. 179.

195.11 Discriminations prohibited. (1) If any water carrier, or any agent or officer thereof, shall directly or indirectly, or by any device whatsoever, charge, demand, collect or receive a greater, less or different compensation for the transportation of persons or property or of any service in connection therewith than that prescribed in the tariffs then in force, or than it charges, demands, collects or receives from any other person, firm or corporation for a like and contemporaneous service, such water carrier shall be deemed guilty of unjust discrimination, which is hereby prohibited.

(2) It shall be unlawful for any water carrier to demand, charge, collect or receive from any shipper a less compensation for the transportation of property or for any service rendered or to be rendered by said water carrier, in consideration of said shipper furnishing any part of the facilities incident thereto; but any water carrier may rent any facilities incident to transportation and pay

a reasonable rental therefor, but no payment shall be made by any carrier to an industry for performing any part of the service incident to the origination or determination of shipments which the carriers have assumed to perform under the provisions of the bill of lading.

History: 2005 a. 179.

195.12 Preference by water carriers prohibited. If any water carrier shall make or give any undue or unreasonable preference or advantage to any person, firm or corporation, or shall subject any person, firm or corporation to any undue or unreasonable prejudice or disadvantage in any respect whatsoever, such water carrier shall be deemed guilty of unjust discrimination, which is hereby prohibited.

History: 2005 a. 179.

195.13 Rebates and concessions, unlawful to accept. It shall be unlawful for any person, firm or corporation knowingly to accept or receive any rebate, concession or discrimination in respect to water carrier transportation of property wholly within this state, or for any service in connection therewith, whereby any such property shall, by any device whatsoever, be transported at a less rate than that named in the tariffs in force, or whereby any service or advantage is received other than is therein specified. Any person, firm or corporation violating the provisions of this section shall forfeit not less than \$100 nor more than \$1,000 for each offense.

History: 1997 a. 254; 2005 a. 179.

195.14 Free transportation; reduced rates, passes, limitations. (1) This chapter does not prohibit the carriage, storage or handling by water carriers of freight free or at reduced rates for the United States, the state, or any municipality thereof, or for charitable purposes, or to and from fairs and expositions for exhibition thereat, or household goods the property of water carrier employees, or commodities shipped by employees for their exclusive use or consumption; or the issuance of mileage, commutation, party or excursion passengers' tickets; or the sale of such tickets as were usually and customarily sold at reduced rates prior to June 15, 1905; provided the same are issued and sold without discrimination to all persons applying therefor under like circumstances and conditions.

(2) (a) Water carriers may give transportation free or at reduced rates to any minister of the gospel, officers or agent of incorporated colleges, inmates of soldiers' homes, regular agents of charitable societies when traveling upon the business of the society only, destitute and homeless persons, water carrier officers, attorneys, physicians, directors, employees or members of their families, or to former water carrier employees or members of their families where the employees have become disabled in the water carrier service, or are unable from physical disqualification to continue in the service, or to members of families of deceased water carrier employees.

(b) Water carriers may exchange passes with officers, attorneys, physicians or employees of other water carriers and members of their families. No person holding any public office or position under the laws of this state shall be given transportation free or at reduced rates that are not open to the public, except that notaries public and regular employees of a water carrier or other public utility who are candidates for or hold public office for which the annual compensation is not more than \$300 to whom no passes or privileges are extended beyond those that are extended to other regular employees of such corporations may be granted free transportation or reduced rates for the transmission of any message or communication.

(3) Upon any shipment of livestock or other property of such nature as to require the care of an attendant, the water carrier may furnish to the shipper or persons designated by the shipper, free transportation for such attendant, including return passage to the point at which the shipment originated; provided, there shall be no discrimination in reference thereto.

(4) Except as provided in this section, no free transportation for intrastate traffic shall be given by any water carrier.

History: 1993 a. 213, 482; 1997 a. 254; 1999 a. 32; 2005 a. 179.

195.15 Transportation contracts, filed. Every water carrier shall, when required and within the time fixed by the office, deliver to the office for its use copies of all contracts which relate to the transportation of persons or property, or any service in connection therewith, made or entered into by it with any other water carrier or any shipper or other person doing business with it.

History: 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 2005 a. 179.

195.16 Pass lists. Every water carrier shall keep and for 2 years preserve a record of every ticket, pass or mileage book issued to a resident of this state free or for a money consideration less than that charged the general public. Such record shall consist of the name of the recipient, the amount received, and the reason for issuance, and shall be open to inspection by the office upon reasonable notice during such period of 2 years.

History: 1977 c. 29 s. 1654 (9) (e); 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 2005 a. 179.

195.19 Relocation of facilities. (2) WATER CARRIER FREIGHT. All water carriers shall keep and maintain adequate and suitable buildings and facilities for the receiving, handling and delivering of freight transported or to be transported by such water carriers.

(4) RELOCATION OF RAILROAD FACILITIES. Any city, village or town may cooperate with a railroad in grade crossing elimination or relocation, elimination or relocation of switchyards, round-houses or terminals and may appropriate or borrow money therefor.

History: 1981 c. 347 s. 80 (1); 1993 a. 16, 123, 246; 1995 a. 225; 2005 a. 179.

195.20 Joint use of railroad property. Whenever, upon complaint and after hearing had, the office finds that public convenience and necessity require the use by one or more railroads of the tracks, wires, poles, rights-of-way, switches, bridges or other property belonging to another railroad over or on any street, railroad, railway, right-of-way, bridge or viaduct, upon or over which said railroads have a right to operate, and that such use will not prevent the owners or other users thereof from performing their public duties, nor result in irreparable injury to such owners or other users thereof, the office may, by order, direct that such use be permitted, and prescribe a reasonable compensation and reasonable terms and conditions for such joint use.

History: 1981 c. 347 s. 80 (1); 1993 a. 16, 123.

195.21 Warehouses. Any person proposing to erect or maintain a public elevator or public warehouse for the purchase, sale, storage, receiving or shipping of grain, or other personal property, to be received from or transported upon any water carrier, shall be furnished by such water carrier at a reasonable rental, a site upon its property or terminal; and any private elevator or warehouse situated upon such grounds may be converted into a public elevator or warehouse at the option of the owner, upon notice in writing to the water carrier and thereby be permitted to remain thereon under the same conditions as provided herein for a public elevator or warehouse; and the office shall, upon application by such owner, if the public interest so requires, by order, direct the water carrier to furnish such site and the office shall make reasonable regulations therefor and in case of disagreement, the office shall determine the rental therefor. Elevators and warehouses erected or maintained under the foregoing provisions of this section shall be subject to such rules and regulations as to charges and the manner of conducting business as the office shall prescribe.

History: 1981 c. 347 s. 80 (1); 1993 a. 16, 123, 490; 2005 a. 179.

195.25 Medical supplies on trains. (1) No railroad company shall operate any train that is not equipped with at least one medical emergency case with suitable equipment which shall be at all times kept in a definitely fixed, convenient and accessible place on such trains.

(2) Any railroad company violating this section shall forfeit not less than \$25 nor more than \$100. Any person who shall remove or destroy or cause the removal or destruction of the medical supplies required under sub. (1) after the railroad company has supplied them shall be subject to the same penalty.

History: 1985 a. 187; 1997 a. 254.

195.26 Safety devices; block system. Every railroad and water carrier shall adopt reasonably adequate safety measures and install, operate and maintain reasonably adequate safety devices for the protection of life and property to the extent consistent with federal law. If after investigation the office shall determine that public safety requires it, the office may, if permitted under federal law, order a railroad to install, operate and maintain a block system or order a railroad or water carrier to install, operate, and maintain any other safety device or measure as may be necessary to render the operation of the railroad or water carrier reasonably safe.

History: 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 2005 a. 179.

195.27 Safe tracks and bridges. Every railroad shall construct and maintain its tracks, bridges and line structures in a reasonably adequate and safe manner consistent with federal law.

History: 1977 c. 418; 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 2005 a. 179.

195.28 Protecting grade crossings. (1) PETITION; HEARING; ORDER. Upon petition of the department, city council, village board, town board, superintendent of highways or by 5 or more electors in any town, village or city, or of any railroad corporation or railroad historical society, to determine whether a public highway and railroad grade crossing protects and promotes public safety, the office may investigate and issue an appropriate order without a public hearing. If the petitioner, railroad, railroad historical society or any interested party objects to the order and requests a hearing within 20 days after the date that the order is issued, the office shall proceed under s. 195.04. Notice of an investigation or hearing shall be served upon the department, which shall be an interested party, and any recommendation it may file with the office at or prior to a hearing, if there is one, regarding crossing protection shall be considered as evidence in the proceeding. The office shall determine whether the existing warning devices at such crossing are adequate to protect and promote public safety. If the office determines, either without or after a hearing, that protection is not adequate, it may order the railroad company or railroad historical society to keep a flagman at the crossing or to install automatic signals or other suitable safety device at specific locations at such crossing. The office may order the relocation of existing signals and devices to improve protection at a crossing. Any crossing protection installed or maintained as approved by the office, whether by order or otherwise, shall be deemed adequate and appropriate protection for the crossing.

(1m) ARTERIAL STOP SIGNS. In any proceeding under sub. (1), the office may by order require that the state or municipality install at any crossing involved in such proceeding an official stop sign.

(2) INSTALLATION COSTS. The cost of any signal or other crossing protection device which is ordered installed under sub. (1) and the cost of installing any such device shall be paid by the department from the appropriations under s. 20.395 (2) (gj), (gr) and (gx).

(3) MAINTENANCE COSTS. Except as otherwise provided in this subsection, the cost of maintaining crossing protection devices ordered under sub. (1) shall be the responsibility of the railroad or railroad historical society. Any railroad company or railroad historical society that incurs expenses for maintenance of signals or other safety devices may file a claim for reimbursement with the department regardless of the date of installation of the signals or devices. At the close of each fiscal year the department shall reimburse claimants under this subsection for 50 percent of the costs, as determined by the office, incurred for maintenance of railroad crossing protection devices from the appropriations under s. 20.395 (2) (gj) and (gq). If the amount in the appropriations under s. 20.395 (2) (gj) and (gq) is not adequate to fund maintenance

reimbursement under this subsection, the amount shall be pro-rated in the manner determined by the office.

(4) PREVIOUS OFFICE ORDERS. Subsection (3) applies to maintenance costs for all crossing protection devices regardless of any prior order of the office apportioning maintenance costs.

History: 1973 c. 155; 1973 c. 243 s. 82; 1975 c. 135; 1977 c. 29 ss. 1654 (8) (b), 1656 (43); 1979 c. 34; 1981 c. 20 ss. 1504, 2202 (51) (c); 1981 c. 347 s. 80 (1); 1985 a. 29 s. 3202 (51); 1987 a. 27; 1989 a. 31; 1991 a. 269; 1993 a. 16, 123; 1997 a. 135; 2005 a. 179, s. 24.

Cross-reference: See also ss. RR 2.07, 2.08, 2.09, 2.10, and 2.11, Wis. adm. code.

195.285 Exempt railroad crossings. (1) Upon the petition of a railroad corporation, the department, or the governing body of any city, village, town or county asserting that the stopping of vehicles under s. 346.45 at a railroad crossing is hazardous to human life, the office shall hold a hearing on the matter as provided under s. 195.04. Notice of petition shall be served upon the department, which shall be an interested party, and any recommendations it may file with the office regarding the hazardous effect of vehicles stopping at such crossings shall be considered as evidence in the proceedings. Upon the recommendation of the department and concurrence by the office, the petition may be dismissed without holding a hearing. If, upon the public hearing, the office determines that it would be in the public interest to exempt vehicles specified in s. 346.45 from stopping at such grade crossing, it may order the public body having jurisdiction over the highway to erect signs, signals, markings or other devices exempting such vehicles from stopping at the crossing.

(2) Signs placed upon the order of the office under this section shall exempt vehicles from stopping as required under s. 346.45, unless a train, an engine, or railroad track equipment is occupying or approaching the crossing.

(3) The department shall establish standards for the type of signs, signals, markings or other devices for exempting vehicles from stopping as required under s. 346.45 and their location in relation to the highway and railroad track. The office may upon petition or its own motion, with or without a hearing, order the removal of a sign exempting vehicles from stopping at a crossing.

History: 1975 c. 63; 1977 c. 29 ss. 1654 (8) (a), (9) (f), 1656 (43); 1981 c. 347 s. 80 (1), (2); 1985 a. 29; 1993 a. 16, 123; 2011 a. 101.

195.286 Highway crossings, advance warning signs.

(1) RAILROADS TO FURNISH; PLACEMENT. Each railroad company shall furnish to each county in which it operates, upon request of the county highway commissioner, a sufficient quantity of advance warning signs to enable the county and town to comply with this section. The county highway commissioner on roads maintained by the county and the town board on roads maintained by the town shall immediately install and thereafter maintain such signs in good condition, near each grade crossing (other than state trunk highway crossings and crossings within the limits of cities and incorporated villages). The town board shall requisition its needs for advance warning signs from the county highway commissioner. The cost of such installation and maintenance shall be paid out of moneys received by the county or town, as the case may be, for highway maintenance. The department shall provide, install and maintain advance warning signs at all railroad grade crossings on the state trunk highway system outside of cities and incorporated villages. The department, upon petition and upon investigation and finding that such signs are impracticable or unnecessary on any highway, may release the town, county or state from the provisions of this section as to such highway.

(2) SIGNS DESCRIBED. Such signs shall be round and of a size, color and message as specified by the department and approved by the office. Any change in these signs shall not be retroactive.

(3) LOCATION. Such signs shall be placed in conspicuous locations beside every highway which crosses a railroad at grade (outside of cities and incorporated villages) as near as practicable to the traveled portion of the highway on each side of such crossing, at a location and in a manner to be prescribed by the department, the county highway commissioner or the town board, or, if the crossing is so near city or village limits that the sign will be within

such limits, by the city council or the village board, as the case may be.

(4) DUPLICATES. In case any sign installed as provided in this section, other than that on the state trunk highway system, is destroyed or becomes illegible by any cause whatsoever, the railroad company, upon request from the county highway commissioner, shall forthwith deliver another such sign at the crossing near which it is to be installed; neither the installation of said signs nor the failure to install or maintain the same shall render the town, county or state liable for any accident that may occur by reason of such installation or neglect.

(5) OTHER SIGNS PROHIBITED. No other sign of the general size or appearance of the signs provided for in this section shall be placed or permitted upon any highway, nor any sign between such advance signs except signs or signals required by law or permitted by the office for protection at railway crossings.

(6) PENALTIES RELATING TO INTERFERENCE WITH SIGNS. Any person who removes, throws down, injures or defaces any sign required by this section shall, upon conviction, be fined not more than \$25.

(7) PENALTIES GENERALLY. Any person or corporation upon conviction for the violation of any of the provisions of this section, except sub. (6), shall forfeit not less than \$100 nor more than \$200 for each violation.

(8) PROSECUTIONS. The district attorney shall prosecute any person violating this section, or begin and maintain any civil action necessary for its enforcement upon the demand of any county highway commissioner, the department, or the office.

History: 1977 c. 29 ss. 1301, 1654 (8) (b), (9) (e); 1977 c. 272; Stats. 1977 s. 195.286; 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 1997 a. 254; 2005 a. 95, 179.

195.29 Railroad highway crossings. (1) PETITION, HEARING, ORDER.

Upon petition by the common council or board of any city, village, town or county within or bordering upon which a highway or street crosses a railroad, or a highway or street is proposed to be laid out across a railroad, or a public highway bridge across a railroad is required to connect existing streets or highways, or upon petition by any railroad whose track crosses or is about to cross, or is crossed or about to be crossed by a street or highway, or upon petition by the department, in cases where provision has been made for the improvement of the highway adjacent to such crossing under any state aid or federal aid law, that public safety requires an alteration in such crossing, its approaches, the method of crossing, the location of the highway or crossing, or the closing of the crossing, and the substitution of another therefor at grade or not at grade, or the removal of obstructions to the view at such crossing, the relocation of the highway, or requires the determination of the manner of making such new crossing, or of making the proposed improvement or promoting the public safety or public convenience through any other reasonable method, and praying that the same may be ordered, the office shall give notice to the parties in interest and proceed to investigate the same and to order a hearing thereon in the manner provided by s. 195.04. The office shall determine what, if anything, shall be done to promote the public safety and the means by which it shall be accomplished, whether by the relocation of the highway, the alteration in such crossing, approaches, mode of crossing, location of highway crossing, closing of highway crossing, with or without the substitution of another therefor, the construction of a public highway bridge, the removal of obstructions to sight at crossing, or by the use of other reasonable methods, and by whom the same shall be made, and in case of new crossings the advisability of allowing such crossings to be established and manner of making them.

(2) APPORTIONMENT OF EXPENSE. The office shall fix the proportion of the cost and expense of alterations, removals and new crossings, or any other work ordered, including the damages to any person whose land is taken, and the special damages which the owner of any land adjoining the public street or highway shall sustain by reason of a change in the grade of such street or highway,

or by reason of the removal of obstructions to view at such crossings, to be paid or borne by the railroad companies and the municipalities in interest. In fixing such proportion, the office may order such cost and expense so apportioned to be paid by the parties against which the apportionment shall be made.

(3) RESTORATION OF SPUR TRACKS. Whenever the office shall have ordered a separation of the grade of a railway from the grade of a street or highway, it may, if safe and practicable and if a necessity exists therefor, order the alteration, restoration and connection of any track serving an industry. Demand for such restoration shall be in writing and filed with the office within 90 days after the date of the order for the separation of grades, and any such track for which no such demand shall have been made shall be deemed abandoned. If the office shall order the alteration, restoration and connection of any such track, it shall by its order apportion the cost thereof between the owner of the industry served and the railway company, in such proportion as to the office may seem just and equitable; and the office shall in its order prescribe the terms and conditions for securing the payment of such cost.

(4) GRADE SEPARATION IN MILWAUKEE COUNTY. The office may upon petition of any town, city or village, or upon its own motion, when the interests of the public demand it and it is found practicable so to do, establish the grade of the tracks of any railroad, or of all the railroads throughout any county having a population of 750,000 or more, or any part thereof, and the grades of the streets or highways, or any of them, where they cross such railroad track or tracks, in anticipation of the future separation of grades of the railroad tracks from the grades of such streets or highways. The office, before making any such order, shall mail notice to the railroad company or companies affected, the owners or occupants of any building abutting on that part of the railroad the grade of which is to be established, all 1st class cities in the county, and if the grades to be established are outside the 1st class city, the towns, cities or villages in which such grades are to be established, of the filing of such petition or that the office contemplates establishing such grades, and fixing a time at which the 1st class cities and such other towns, cities or villages and the railroad company or companies affected thereby and any other person or corporation interested therein may be heard. The grades so established under this subsection shall be described by reference to a base or datum line to be established by the office, from which all elevations and the height of all grades shall be measured, and the grades so established shall be such that when brought to the established grade the railroad tracks will cross the streets and highways above or below the same. Such order shall not necessarily require a present change in grade but the office may at any time order the railroad track or tracks and the street and highways brought to the grade established or any street or highways closed by the order, in accordance with sub. (1), and may, at the time of making the order, apportion the cost of separating the grades as provided in sub. (2).

(5) ELIMINATION OF GRADE CROSSINGS, COSTS. Upon petition of the department, or of the common council or board of any city, village, town, or county, alleging that one or more of them have undertaken or propose to undertake to relocate or improve an existing highway or to construct a new highway in such manner as to eliminate a highway grade crossing with any railroad or so as to permanently divert a material portion of the highway traffic from a highway grade crossing with any railroad, the office shall issue notice of investigation and hearing, as provided in s. 195.04. If upon such hearing the office finds that the public safety will be promoted by the highway relocation, improvement, or new construction, the office shall order the old crossings closed and new crossings opened as are deemed necessary for public safety. The order shall require the railroad company or companies to pay to the interested municipality or municipalities such sum as the office finds to be an equitable portion of the cost of the highway relocation, improvement, or new construction, if the work is performed by the municipalities; or to the secretary of administration if the work is performed by the state; or to the proper county treasurer if the work is performed by the county. The sum shall be

added to the joint fund available for the improvement and may be expended in like manner as the other portions of the fund.

(6) VIEW AT CROSSINGS; TREES AND BRUSH NEAR CROSSINGS; FORFEITURE. Every railroad shall keep its right-of-way clear of brush or trees for a distance of not less than 330 feet in each direction from the center of its intersection at grade with any public highway to provide an adequate view of approaching trains or railroad track equipment from the highway. Every municipality shall keep the public highways within its jurisdiction clear of brush and shall adequately trim all trees within 330 feet of the center of any railroad highway grade crossing. Every person or corporation owning or occupying any land adjacent to any railroad highway grade crossing shall keep all brush cut and adequately trim all trees on the land within the triangles bounded on 2 sides by the railway and the highway, and on the 3rd side by a line connecting points on the center lines of the railway and the highway, 330 feet from the intersection of the center lines. The office, upon its own motion, or upon any complaint to the effect that any work required by this subsection has not been performed, after due notice and hearing, may order the corporation, municipality or person at fault to perform the work; provided, however, that if the physical conditions at any crossing are such that the performance of the required work will not materially improve the view for highway traffic, or, if unreasonable loss would be caused thereby, the office may excuse the party in interest from performing the same. The office may also order the cutting of brush and the trimming of trees at private farm crossings as may be necessary and reasonable. If any person shall violate any provision of this section, or shall fail, neglect or refuse to obey any order made by the office under this section, or any judgment or decree made by any court upon such an order, for every such violation, failure or refusal such person shall forfeit not less than \$25 nor more than \$150.

(7) STRUCTURE REQUIREMENTS. Whenever the office shall order the construction or reconstruction of a crossing not at grade, it may direct that the structure required shall be of such character and constructed of such materials as it shall deem appropriate to the situation and necessary for the public interest.

(8) ACQUISITION OF LANDS. Any lands needed to carry out the provisions of this section may be acquired.

History: 1977 c. 29 ss. 1654 (8) (b), 1656 (43); 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 2003 a. 33; 2011 a. 101; 2017 a. 207 s. 5.

A landowner incurs no liability to highway users who are injured as result of the landowner's violation of sub. (6). *Wells v. Chicago & North Western Transportation Co.* 98 Wis. 2d 328, 296 N.W.2d 559 (1980).

195.30 Railroad crossings; grade separation, safety devices.

(1) Upon a petition by the common council of any city, or the board of any village, town or county within which a railroad crosses another railroad at grade, or by any such railroad, that public safety requires an alteration in the crossing or the installation of protective appliances, the office shall give notice to the parties in interest, and proceed to investigate the same and may order a hearing on the matter. The office shall determine what alteration in such crossing, if any, shall be made, and by whom made and maintained, or what protective appliances shall be installed, operated and maintained at the crossing and by whom installed, operated and maintained. The office shall fix the proportion of the cost and expense of such change in grade and maintenance of the crossing or of the installation, operation and maintenance of the safety appliance which shall be paid by the railroad companies, respectively.

(2) The provisions of this section shall apply to drawbridges, junctions and other fouling points on railroads.

History: 1981 c. 347 s. 80 (1); 1993 a. 16, 123.

195.307 Snowmobile rail crossings. Sections 195.28, 195.285, 195.286, and 195.29 do not apply to snowmobile rail crossings for which a permit is issued under s. 350.138.

History: 2001 a. 14.

195.31 Bridges made safe. Whenever a complaint is lodged with the office by the common council of any city, the vil-

lage board of any village, a member of a town board, or a supervisor of highways, or by 5 or more electors and taxpayers in any town, or 5 or more electors of the county in which such bridge is located, and who are users of such bridge or railway, to the effect that a bridge erected over a stream intersecting a public highway or highways upon which a railway is constructed and operated, is unsafe and dangerous to travelers over such highway or highways or bridge or railroad, and that public safety requires the alteration, the repair or reconstruction of such bridge, or the substitution of another bridge therefor, it shall be the duty of the office to give notice to the party or parties in interest, other than the petitioners, of the filing of such complaint, and to furnish a copy of the complaint to the party or parties in interest other than the petitioners, and to order a hearing thereon, in the manner provided for hearings in ss. 195.04 to 195.043. The office may proceed in a similar manner in the absence of a petition when, in the opinion of the office, public safety requires the alteration, repair or reconstruction of a bridge or the substitution of another bridge for the bridge in question. After the hearing, the office shall determine what alteration or repair or reconstruction of such bridge, and the approaches thereto, shall be made, or if it shall determine that public safety requires the substitution of a new bridge, it shall determine the character, manner of construction and location of such bridge and the approaches thereto. The office shall fix the proportion of the cost and expense of such alteration, repair, reconstruction or substitution of a new bridge, including the damage to any person whose land is taken, and the special damage which the owner of any land adjoining the approaches to said bridge shall sustain by reason of the alteration, repair, reconstruction or substitution of a new bridge, to be paid by the railroad company and the city, village or town in interest.

History: 1977 c. 29 ss. 1654 (9) (e), 1656 (43); 1981 c. 347 s. 80 (1); 1993 a. 16, 123.

195.32 Safety gates on drawbridges. Whenever a complaint is filed with the office to the effect that any drawbridge is not equipped with gates or other safety devices, the office may notify the proper party or parties in interest of the complaint, and may proceed to investigate the complaint and to hold a hearing on the matter in the manner provided for hearings in ss. 195.04 to 195.043. If after the investigation the office determines that public safety requires the erection and maintenance of gates or other safety devices at the points mentioned in the complaint, it may order the county, city, village, town, corporation or person whose duty it is to maintain such bridge to erect and maintain at such points such gates or other safety devices as the office prescribes. The office may conduct the investigations, hold the hearings and make the orders provided for in this section upon its own motion in the same manner and with the same effect as though a complaint were filed.

History: 1977 c. 29 ss. 1654 (9) (e), 1656 (43); 1981 c. 347 s. 80 (1); 1993 a. 16, 123.

195.34 Reports of accidents, investigation. Every water carrier shall report to the office all accidents resulting in injury to persons arising from its operation. The office may issue rules concerning the reporting of accidents by water carriers and may also, if public interests require, cause an investigation of any accident. Every railroad shall submit to the office a copy of any accident or injury report provided by the railroad to the applicable federal authority for all collisions, derailments or other accidents resulting in injury to persons, equipment, or roadway arising from its operation. The office may issue rules concerning the submission of copies of federal reports under this section and may also, to the extent permitted by federal law, participate in any accident investigation.

History: 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 2005 a. 179.

Cross-reference: See also ss. RR 2.12 and 2.13, Wis. adm. code.

195.35 Treble damages. (1) If any director, officer, employee or agent of a railroad or water carrier, in the course of the discharge of his or her duties, willfully, wantonly or recklessly

causes to be done or permits to be done any matter, act or thing in this chapter prohibited or declared to be unlawful, or willfully, wantonly or recklessly fails to do any act, matter or thing required to be done by this chapter, the railroad or water carrier shall be liable to the person injured thereby in treble the amount of damages sustained in consequence of the violation. No recovery as in this section provided shall affect a recovery by the state of the penalty prescribed for such violation.

(2) The burden of proof in an action under sub. (1) rests with the person injured to prove the case by clear and convincing evidence.

History: 1979 c. 89; 1991 a. 39; 2005 a. 179.

A treble damage claim is no longer a separate cause of action because gross negligence is to be compared like all other negligence. *Kania v. Chicago & North Western Railway Co.* 57 Wis. 2d 761, 204 N.W.2d 681 (1973).

195.36 General penalty upon railroads and water carriers. If any railroad or water carrier shall violate any provision of this chapter, or shall do any act herein prohibited, or shall fail or refuse to perform any duty enjoined upon it, for which a penalty has not been provided, or shall fail, neglect or refuse to obey any lawful requirement or order made by the office, or any judgment or decree made by any court upon its application, for every such violation, failure or refusal in respect to any matter prescribed by this chapter such railroad or water carrier shall forfeit not less than \$100 nor more than \$10,000. The act, omission or failure of any officer, agent or other person employed by any railroad or water carrier, acting within the scope of his or her employment, shall be deemed to be the act, omission or failure of such railroad or water carrier.

History: 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 2005 a. 179.

195.37 Water carrier freight charges; collection, refund. (1) COMPLAINTS, INVESTIGATIONS, HEARINGS, FINDINGS, REFUND. The office may investigate the complaint of any person aggrieved that the charge exacted by a water carrier for the transportation of property between points in this state, or for any service in connection with transportation of property, or that the charge exacted by a water carrier for the storage of such property, or that any charge exacted by a water carrier is erroneous, illegal, unusual or exorbitant and shall set the complaint for hearing as provided in s. 195.04 (2) to (4). If the office finds that the rate or charge exacted by a water carrier is erroneous, illegal, unusual or exorbitant, it shall find what would have been a reasonable rate or charge for such service. If the rate or charge so found is less than the charge exacted, the carrier shall refund the excess.

(2) ACTIONS; FINDINGS AS EVIDENCE, DEFENSES. In an action to recover the amount of such excess charge, the findings of the office shall be prima facie evidence of the truth of the facts found by it, and no carrier shall be permitted to avail itself of the defense that the shipment involved was in fact made on the published tariff rate in force at the time such shipment was made, but no carrier making a refund upon the order of the office or the judgment of a court shall be liable for any penalty or subject to any prosecution on account of making such refund.

(3) LIMITATION FOR FILING CLAIM. All complaints provided for in sub. (1), except those for straight overcharges, shall be filed with the office within 2 years after delivery of the shipment of property at destination, subject to sub. (6).

(4) STRAIGHT OVERCHARGES, LIMITATION OF ACTIONS, EXCEPTION. (a) In this subsection, "straight overcharge" means a charge in excess of those applicable under the lawful tariffs on file with the office.

(b) For recovery of a straight overcharge, neither this section nor s. 195.38 shall be considered exclusive remedies. Complaints for the recovery of a straight overcharge may be filed or actions begun within 3 years from the delivery of the shipment of property at destination, and not after, except that if a claim for the overcharge has been presented in writing to the carrier within the 3-year period, the period shall be extended to include 6 months

from the time that notice in writing is given by the carrier to the claimant of disallowance of the claim or any part of the claim.

(5) **ACTIONS BY CARRIERS, LIMITATION.** Actions by carriers for the recovery of charges for the transportation of property between points in Wisconsin, or for any service in connection therewith, or for the storage of such property, or for any car service or demurrage charge, or any part thereof, shall be begun within 3 years after the delivery of the shipment of property at destination with respect to which the charge is made and not after.

(6) **LIMITATION ACTION, EXTENDED BY CARRIER.** If, on or before the expiration of the 2–year period of limitation under sub. (3) or of the 3–year period of limitation under sub. (4), a carrier commences an action for the recovery of charges in respect to the same transportation service, or without bringing action collects charges in respect of that service, the periods of limitation under subs. (3) and (4) shall be extended to include 90 days from the time that the carrier’s action is commenced or the charges are collected by the carrier.

History: 1977 c. 29; 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 1997 a. 254; 2005 a. 179.

195.38 Water carrier freight bills; examination; refunds. Within 3 years after the delivery of any shipment of property at destination by a water carrier, any person, firm or corporation may submit to the office, by mail or in person, any water carrier expense bill or receipt showing charges paid for transportation of such property by freight for the purpose of having the expense bill or receipt examined with respect to the correctness of weights, rates and charges indicated thereon. Upon receipt of any such expense bill or receipt, the office may make such examination as is necessary, and if it is found that any such weights, rates or charges are incorrect, the office shall order the water carrier in error to refund to the person, firm or corporation which submitted such expense bills or receipts, any over or excessive charges paid by such person, firm or corporation.

History: 1977 c. 29; 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 2005 a. 179.

195.45 Common carriers of passengers or property by water; certificate required. (1) No person shall operate as a common carrier of passengers or property by water except in accordance with the terms and conditions of a certificate of public convenience and necessity issued by the office. The office shall issue any certificate upon a finding that the service proposed to be performed is in the public interest and required by public convenience and necessity.

(2) Application for the certificate shall be made on forms furnished by the office and shall contain such information as the office requires.

(3) Every application for a certificate under this section shall be accompanied by a filing fee of \$40.

(4) The office may promulgate rules for the operation of this section.

History: 1981 c. 347 s. 80 (1); 1993 a. 16, 123.

Cross-reference: See also ch. RR 4, Wis. adm. code.

195.50 Information, papers and accounting. (1) Any officer, agent or employee of any railroad or water carrier who fails to fill out and return any forms required by this chapter, or fails to answer any question therein, or knowingly gives a false answer to any such question, or evades the answer to any such question where the fact inquired of is within his or her knowledge, or who, upon proper demand, fails to exhibit to the office or department or any person authorized to examine the same, any book, paper, account, record or memoranda of such railroad or water carrier which is in the possession or under control of the officer, agent or employee, or who fails to properly use and keep the system of accounting prescribed by the office, or who refuses to do any act or thing in connection with such system of accounting when so directed by the office or its authorized representatives, shall forfeit not less than \$100 nor more than \$1,000 for each offense.

(2) A forfeiture of not less than \$500 nor more than \$1,000 shall be recovered from the railroad or water carrier for each such offense when such officer, agent or employee acted in obedience to the direction, instruction or request of such railroad or water carrier or any general officer thereof.

History: 1977 c. 29, 273; 1981 c. 347 s. 80 (1); 1993 a. 16, 123; 2005 a. 179.

195.60 Payment of office expenses by railroads and water carriers. (1) Whenever the office in a proceeding upon its own motion, on complaint, or upon an application to it deems it necessary in order to carry out the duties imposed upon it by law to investigate the books, accounts, practices and activities of, or make appraisals of the property of any railroad or water carrier or to render any engineering or accounting services to any railroad or water carrier, the railroad or water carrier shall pay the expenses attributable to such investigation, appraisal or service. The office shall ascertain such expenses, and shall render a bill therefor, by mail, to the railroad or water carrier, either at the conclusion of the investigation, appraisal or services, or during its progress. The bill shall constitute notice of assessment and demand of payment thereof. The railroad or water carrier shall, within 30 days after the mailing thereof, pay to the office the amount of the special expense for which it is billed. Ninety percent of the payment shall be credited to the appropriation account under s. 20.155 (2) (g). The total amount, in any one calendar year, for which any railroad or water carrier becomes liable, by reason of costs incurred by the office within such calendar year, shall not exceed four–fifths of one percent of its gross operating revenues derived from intrastate operations in the last preceding calendar year. Where, under this subsection, costs are incurred within any calendar year, which are in excess of four–fifths of one percent of such gross operating revenues, the excess costs shall not be chargeable as part of the remainder under sub. (2) but shall be paid out of the general appropriation to the office. Nothing in this subsection shall prevent the office from rendering bills in one calendar year for costs incurred within a previous year. For the purpose of calculating the costs of investigations, appraisals and other services under this subsection, 90 percent of the costs determined shall be costs of the office and 10 percent of the costs determined shall be costs of state government operations.

(2) The office shall annually, within 90 days after the close of each fiscal year, ascertain the total of its expenditures during such year which are reasonably attributable to the performance of its duties relating to railroads and water carriers. For purposes of such calculation, 90 percent of the expenditures so determined shall be expenditures of the office and 10 percent of the expenditures so determined shall be expenditures for state government operations. The office shall deduct therefrom all amounts chargeable to railroads and water carriers under sub. (1) and s. 201.10 (3). A sum equal to the remainder plus 10 percent of the remainder shall be assessed by the office to the several railroads and water carriers in proportion to their respective gross operating revenues during the last calendar year, derived from intrastate operations. Such assessment shall be paid within 30 days after the bill has been mailed to the several railroads and water carriers, which bill shall constitute notice of assessment and demand of payment thereof. The total amount which may be assessed to the railroads and water carriers under authority of this subsection shall not exceed 1.85 percent of the total gross operating revenues of such railroads and water carriers, during such calendar year, derived from intrastate operations. Ninety percent of the payment shall be credited to the appropriation account under s. 20.155 (2) (g). The railroads and water carriers shall furnish such financial information as the office requires for purposes of this section.

(3) If any railroad or water carrier against which a bill has been rendered under sub. (1) or (2) within 30 days after the rendering of such bill neglects or refuses to pay the same or fails to file objections to the bill with the office, the office shall transmit to the secretary of administration a certified copy of the bill, together with notice of neglect or refusal to pay the bill, and on the same day the office shall mail to the railroad or water carrier against which the

bill has been rendered a copy of the notice which it has transmitted to the secretary of administration. Within 10 days after the receipt of such notice and certified copy of such bill, the secretary of administration shall levy the amount stated on such bill to be due, with interest, by distress and sale of any goods and chattels, including stocks, securities, bank accounts, evidences of debt, and accounts receivable belonging to such delinquent railroad or water carrier. Such levy by distress and sale shall be governed by the provisions of s. 74.10, 1985 stats., except that it shall be made by the secretary of administration and that said goods and chattels anywhere within the state may be levied upon.

(4) (a) Within 30 days after the date of the mailing of any bill as provided by subs. (1) and (2), the railroad or water carrier against which such bill has been rendered may file with the office objections setting out in detail the grounds upon which the objector regards the bill to be excessive, erroneous, unlawful or invalid. The office, after notice to the objector, shall hold a hearing upon such objections, not less than 5 nor more than 10 days after such notice. If after such hearing the office finds any part of the bill to be excessive, erroneous, unlawful or invalid it shall record its findings upon its minutes and transmit to the objector an amended bill, in accordance with such findings. The amended bill shall have in all ways the same force and effect under this section as an original bill rendered under subs. (1) and (2).

(b) If after the hearing the office finds the entire bill unlawful or invalid, it shall notify the objector of such determination, in which case the original bill shall be deemed void.

(c) If after the hearing the office finds that the bill as rendered is neither excessive, erroneous, unlawful or invalid, either in whole or in part, it shall record such findings upon its minutes, and transmit to the objector notice of such finding.

(d) If any bill against which objections have been filed is not paid within 10 days after notice of a finding that such objections have been overruled and disallowed by the office has been mailed to the objector, the office shall give notice of such delinquency to the secretary of administration and to the objector, in the manner provided in sub. (3). The secretary of administration shall then proceed to collect the amount of the bill as provided in sub. (3). If an amended bill is not paid within 10 days after a copy thereof

is mailed to the objector by registered mail, the office shall notify the secretary of administration and the objector as in the case of delinquency in the payment of an original bill. The secretary of administration shall then proceed to collect the amount of the bill as provided in the case of an original bill.

(5) No suit or proceeding shall be maintained in any court for the purpose of restraining or in any way delaying the collection or payment of any bill rendered under subs. (1) and (2). Every railroad or water carrier against which a bill is rendered shall pay the amount thereof, and after such payment may in the manner herein provided, at any time within 2 years from the date the payment was made, sue the state in an action at law to recover the amount paid with legal interest thereon from the date of payment, upon the ground that the assessment was excessive, erroneous, unlawful, or invalid in whole or in part. If it is finally determined in such action that any part of the bill for which payment was made was excessive, erroneous, unlawful, or invalid, the secretary of administration shall make a refund to the claimant as directed by the court, which shall be charged to the appropriations to the office.

(6) No action for recovery of any amount paid under this section shall be maintained in any court unless objections have been filed with the office as provided in this section. In any action for recovery of any payments made under this section the claimant shall be entitled to raise every relevant issue of law, but the office's findings of fact made pursuant to this section shall be prima facie evidence of the facts therein stated.

(7) The following shall be deemed to be findings of fact of the office, within the meaning of this section:

(a) Determinations of fact expressed in bills rendered under this section; and

(b) Determinations of fact set out in those minutes of the office which record the action of the office in passing upon said bills, and in passing upon objections thereto.

(8) The procedure by this section providing for determining the lawfulness of bills and the recovery back of payments made pursuant to such bills shall be exclusive of all other remedies and procedures.

History: 1977 c. 29; 1981 c. 347 s. 80 (1); 1981 c. 391; 1987 a. 378; 1993 a. 16, 123, 491; 1995 a. 27; 1997 a. 140; 1999 a. 150; 2001 a. 16; 2003 a. 33; 2005 a. 179.
Cross-reference: See also ss. RR 2.01, 2.02, 2.03, and 2.04, Wis. adm. code.

MEMORANDUM

TO: Village of Pewaukee Board Members
FROM: Village Attorney Mark Blum
SUBJECT: Oakton Avenue/Clark Street Intersection
DATE: December 12, 2022

As the Board is aware, the Public Works Staff has placed barricades at the intersection of Clark Street and Oakton Avenue to prevent left turn movements from Oakton to Clark and in turn, from Clark to Oakton. The purpose of this is to follow through on an Order issued by the Commissioner of Railroads, which requires the DOT and the Village implement such restrictions on turn movements in order to (in their estimation) make the railroad crossing at Oakton Avenue safer. The OCR Staff has advised that they have received complaints from a property owner stating he/she daily observes queuing across the railroad tracks as a result of individuals waiting to make left turns and therefore, obstructing the flow of traffic along Oakton. While the law requires that drivers not cross the tracks until they can see the area across the tracks is open for traffic movement, individuals nevertheless stop on the tracks, creating a safety situation leading to the kind of circumstance that recently occurred in the City of Brookfield where a train struck a vehicle in such a position.

In any event, at the December 6th Board meeting, Mr. Heise (the owner of property adjacent to Oakton Avenue and which obtains access to Oakton via Clark Street), along with his attorney, made statements during the Citizen Comment section of the meeting suggesting that it was up to the Village Board to decide whether there would be a restriction on the turn movements from and to Clark Street from Oakton. While I do not doubt there is truth to the statements that he made regarding concerns being expressed by his tenants regarding their ability to have truck traffic service their property, the reality is that the Office of the Commissioner of Railroads has determined the current configuration of the intersection at Oakton and Clark creates a safety hazard for the railroad crossing as explained above. Therefore, while Mr. Heise, as well as other residents in the area, may desire the restrictions on turn movements at Clark and Oakton be removed, the reality is that this cannot occur without violating the Order of the Commissioner of Railroads.

For background purposes, I want to provide some information for the Board concerning how we got to this point and the actions the Village Staff has taken to try and address the situation. Hopefully, this information will be of assistance to you in addressing this matter with your constituents.

As the Board may recall, the Wisconsin DOT sought a Federal Railroad Administration safe transportation of energy products (STEP) Grant to provide sealed corridor crossing upgrades in several municipalities, including the Village of Pewaukee. In order for the funding to be obtained, a design consistent with the requirements of the Federal Railroad Administration was required. This led to the DOT preparing a design, which modified the pedestrian and road crossings at Oakton, as well as the signalization of the intersection. The DOT moved ahead with this project and as part of it, there were some restrictions on turn lane access from Oakton Court to Oakton Avenue, which Mr. Heise and his tenants have been using to access Oakton Avenue. Mr. Heise demanded that the access point remain open; however, the DOT design precluded it. Nevertheless,

Mr. Heise took the position that this was the responsibility of the Village and brought a lawsuit against the Village claiming there had been a taking without compensation which was impairing the value of his property. This case remains in Waukesha County Circuit Court.

In addition to the Federal Railroad Administration funding for the sealed corridor project, the State of Wisconsin provided a state match to this funding to allow for these improvements to take place. This intersection has been on the radar screen of the OCR since this project was originally proposed based on a request of WisDOT to evaluate the safety of the crossing which was submitted to OCR on April 6, 2018. This application included a request for OCR to evaluate the adequacy of the warning devices at Oakton Avenue. The OCR investigated the crossing and then required that the signals be upgraded. Following the investigation of the OCR and as part of its assessment of the Oakton Avenue crossing, OCR ordered it was necessary to install and maintain 12” LED automatic flashing lights; a three quadrant gate system, with two gates east of the crossing and one gate west; two electronic bells; pedestrian gates; constant warning time; a hardened median strip west of the crossing; a connecting sidewalk on Oakton to the sidewalk on Capital; fencing because of the train speeds, as well as the exposure factor from inadequate corner sight distance and inadequate clearing in all four quadrants of the crossing. This Order was amended on multiple subsequent occasions with the Third Amended Order being the last action by OCR. This Third Amended Order contained multiple Order points; the first of which requires that the Village prevent left turns off mainline Oakton/Capital Drive by the placement of a physical barrier, which would also have the collateral impact of preventing left turns from the intersecting roadway onto Oakton, i.e., Clark Street. In making this determination, OCR observed (on multiple occasions on site visits) there was “very concerning traffic behavior resulting in queuing over the crossing, particularly related to left turns off of Oakton Avenue”. In response to this, DOT and the Village observed that this requirement was being imposed without a traffic study being done to determine how this will affect the operation of the Oakton/Clark intersection. However, in response to that observation, the Commissioner stated the following: “The Commissioner is not willing to gamble that a catastrophic event with loss of life would wait until traffic patterns and driver inconvenience is studied... .” OCR went on to state that “pedestrians crossing Capitol Drive are navigating the Clark Street/Oakton Avenue intersection are also at serious risk from left-turning drivers failing to yield to pedestrians by driving through, what at peak times, would be a narrow window of oncoming traffic”.

As a result, OCR ordered that the Village prevent left turn movements over the Oakton Avenue crossing of the Soo tracks north to Capitol Drive and south to Oakton Avenue by installing temporary bollards or other temporary raised measures, including no left turn signage, by October 22, 2021. The second Order point provided that DOT and the Village would file a plan outlining the funding and scope of a study of the traffic at Oakton Avenue crossing, as well as the side streets by November 5, 2021. The third Order point provides that the DOT and the Village shall file plans for making permanent no left turn movements, whether by extending the medians east and west of the crossing or any other permanent measure by February 15, 2022 for construction no later than April 15, 2022. The DOT and Village responded that because temporary restrictions on the turn movements at Oakton and Clark had already been imposed, a traffic study at this point would be useless as it would not show the pre-closure impact on this area, which is really what is necessary in order to evaluate this closure. At the direction of the Village Board, I submitted a letter dated November 10, 2021 (a copy of which is enclosed), which asks that the OCR reopen this case and that the current Order be stayed so the complete impact of this closure can be studied and

understood before a final Order is entered. A copy of the Third Amended Order is also attached for your review. The Village received a response from OCR, which found that too much time had elapsed since the original Order and the Village's response for the OCR to be willing to reopen this matter. In addition, the Commissioner decided not to respond to the DOT filing, which had raised additional points.

In summary, the OCR is saying it believes there is a safety issue at the Oakton crossing resulting from the allowance of left turn movements at adjacent intersections, including that at Clark Street. As a result, they have shown no willingness to further evaluate this situation, despite the request of both the Village and DOT.

At this point, the Village has been in discussions with DOT and have asked DOT to prepare plans for the permanent closure, and also to make arrangements for the funding for this as the Village does not believe this construction should be its financial responsibility.

Based upon the comments made by Mr. Heise, his attorney and others, suggesting that OCR was open to a possible revision to this agreement, I submitted a letter to OCR asking whether its position has changed since its email to us of March 4, 2022, a copy of which is attached. If that position has, in fact, changed, then we can enter into discussions with them. However, I do not believe the reinstallation of the access point from Oakton Court to Oakton Avenue, or removal of the extension of the medians to prevent left turn movements, will be something OCR will accept as its own observations have concluded that the allowance of these left turn movements or other cross-traffic access around the crossing will interfere with traffic movement across the tracks and therefore, present a safety issue which is unacceptable. Please also keep in mind that the cost of the improvements to this intersection was primarily paid for by FRA Grants.

As a result, those improvements must be consistent with the FRA Rules. Again, I think that it is unlikely they will provide relief from their existing Order when the very purpose of the Grants, i.e., to prevent safety, would be undermined by allowing for these left turn movements to occur.

Regardless of what Mr. Heise or other residents may believe, I do not think the Village has the authority to ignore the Orders of the OCR and in fact, if this were to occur, I believe the Village could expect enforcement proceedings to be brought against it.

Thank you for your consideration of these comments.

Respectfully submitted,

Mark G. Blum

MGB/jb
Enc.

LAW OFFICES OF

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November 10, 2021

Via Email (yash.wadhwa@wisconsin.gov) ONLY

Mr. Yash P. Wadhwa, PE
Commissioner of Railroad for WI
4822 Madison Yards Way
PO Box 7854
Madison, WI 53707-7854

Re: File No. 9150-RX-611

Dear Mr. Wadhwa:

Please be advised this office represents the Village of Pewaukee, Waukesha County, Wisconsin. I am writing regarding the Petition of the Wisconsin Department of Transportation for a determination of the adequacy of warning devices for the crossings of the Soo Line railroad tracks with Kopmeier Drive, Wisconsin Avenue, Oakton Avenue and Forest Grove Drive in the Village of Pewaukee (Waukesha County), Vettelson Road in the City of Delafield (Waukesha County) and CTH KE in the Town of Delafield (Waukesha County). In reviewing the file, it appears there has been three Amendments to the Final Decision of your Office with respect to this Petition.

In addition, I am in receipt of a copy of a letter dated October 20, 2021 from the Wisconsin Department of Transportation, specifically, Kris Sommers, PE (Supervisor, Railroad Engineering and Safety), which noted their review of the Third Amended Final Decision. In that letter, the DOT notes there was an erroneous assumption made that your Office assumed that there had been a traffic study that was done regarding the need for further median extensions affecting left turns from Capital Drive or Clark/Oakton Avenue onto the mainline Oakton Avenue/Capital Drive. Such a study was not done as this is sealed corridor project, which is managed by DOT based upon a grant received from the Federal Railroad Administration. The Village of Pewaukee was not a party to that grant, nor the improvements related to the sealed corridor project.

Despite this, Order Point 1 requires the Village to prevent left turns off mainlines Oakton/Capital Drive. That Order Point ignores the fact that the placement of the physical barrier called for to prevent left turns will have the collateral impact of shutting off left turns from the side roads onto the mainline. This impact will be adverse to the traffic patterns in this area. The Village agrees with DOT that this Order Point should be stayed pending a traffic study, which would assess the implications of this action. The Village

is particularly concerned with the impact this would have on emergency and fire vehicle route changes, and the response times associated therewith.

This Order Point required that the Village install signs by October 22, 2021. The Village joins in the request made by the DOT that the installation be delayed to November 22, 2021. Indeed, the impact these signs would have on this corridor should also be assessed through a traffic study before the implementation of this signage as required. With regard to Order Point 2, which requires WisDOT and the Village to file a plan outlining the funding and scope of a traffic study, I would reiterate the Village was not a party to this sealed corridor project and has not appropriated (nor does it have) any funds available to participate in the traffic study.

Order Point 3 requires WisDOT and the Village to file plans for making permanently no left turn movements from Capital Drive and south to Oakton Avenue/Clark Street, either by extending the medians east and west of the crossing or other permanent measures by February 15, 2022 for construction no later than April 15, 2022. The Village would ask that this requirement be stayed pending the completion of the traffic study and the assessment of the impacts this would have on traffic movements within this corridor. We believe it is only prudent for these impacts to be weighed against the safety benefits to the railroad crossing which these closures would make. We agree with the State that the ordering of these permanent measures before the traffic study is conducted would ignore the impacts to eliminating the side road left turns and may very well create additional safety concerns arising from the new traffic pattern and the rerouting of traffic in general.

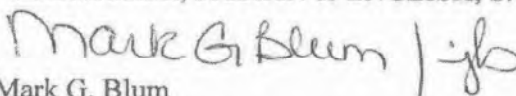
While the Village recognizes it is somewhat irregular, we would request the OCR consider a rehearing on these matters and pending that rehearing, that the current Order Points in the Third Amended Decision be stayed.

The area where this crossing exists is a main corridor for use by Village residents and others in the area. Unfortunately, the configuration of the crossing as it relates to the surrounding roadways is irregular to say the least. The Village is concerned that more safety issues not be created in the name of the potential safety gains of this sealed corridor.

Thank you for your consideration of these comments.

Sincerely,

HIPPENMEYER, REILLY, BLUM,
SCHMITZER, FABIAN & ENGLISH, S.C.


Mark G. Blum
Village Attorney

MGB/jb

Cc: Kris Sommers, WisDOT Railroad Engineering & Safety
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Mark G. Blum

From: Graves, Heather - OCR <Heather.Graves@wisconsin.gov>
Sent: Friday, March 4, 2022 2:14 PM
To: Sommers, Kristen - DOT; Stern, Lisa - DOT; 'Daniel Naze'; Mark G. Blum; 'Brian Osborne'
Subject: 9150-RX-611 Unexecuted Order

All,

Earlier this week the Office received a safety complaint regarding the Oakton Avenue crossing (email dated 3/1, and f/u correspondence by phone with Office staff, 3/2). The complainant frequently observes this crossing. The complainant observes queuing over the crossing in each direction daily.

The Office would like to remind all parties that the orders in the previous decisions are in effect. The Office acknowledges that WisDOT and the village both filed correspondence/requests related to this matter. The village request for re-hearing was not timely and is denied. Wis. Stat. 227.49(1-2) and (5) *(1) A petition for rehearing shall not be a prerequisite for appeal or review. Any person aggrieved by a final order may, within 20 days after service of the order, file a written petition for rehearing which shall specify in detail the grounds for the relief sought and supporting authorities. An agency may order a rehearing on its own motion within 20 days after service of a final order. This subsection does not apply to s. 17.025 (3) (e). No agency is required to conduct more than one rehearing based on a petition for rehearing filed under this subsection in any contested case.*

(2) The filing of a petition for rehearing shall not suspend or delay the effective date of the order, and the order shall take effect on the date fixed by the agency and shall continue in effect unless the petition is granted or until the order is superseded, modified, or set aside as provided by law. (5) The agency may order a rehearing or enter an order with reference to the petition without a hearing, and shall dispose of the petition within 30 days after it is filed. If the agency does not enter an order disposing of the petition within the 30-day period, the petition shall be deemed to have been denied as of the expiration of the 30-day period.

The Commissioner does not intend to respond to the WisDOT filing requesting an amended order dated 11/15/21.

The Office encourages the parties to work on a long term solution that will allow left-turns from side roads onto the mainline (Oakton Ave), as well as act swiftly to correct safety issues identified in the Third Amended Final Decision dated 9/22/21.

Heather Graves

Legislative/Public Policy Analyst-Supervisor
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OFFICE OF THE COMMISSIONER OF RAILROADS**STATE OF WISCONSIN**

Petition of the Wisconsin Department of Transportation for a Determination of the Adequacy of Warning Devices of the Soo Line Railroad tracks with Kopmeier Drive, Wisconsin Avenue, Oakton Avenue, and Forest Grove Drive, in the village of Pewaukee, Waukesha County, Vettelson Road in the city of Delafield, Waukesha County, and CTH KE in the town of Delafield, Waukesha County

9150-RX-611

THIRD AMENDED FINAL DECISION

In its *Amended Final Decision* of August 3, 2021, the Commissioner requested that the WisDOT and village of Pewaukee submit a study or analysis regarding the safety of left turns through the Oakton Avenue crossing.¹ The WisDOT and village responded that no study had been done on the current configuration.² However, during repeated visits in May and August 2021, the WisDOT noticed very concerning traffic behavior resulting in queueing over the crossing, particularly related to left turns off Oakton Avenue. The WisDOT requested that this Office conduct an investigation.

Given the WisDOT's observations, however, on August 27, 2021, the Commissioner issued the *Second Amended Final Decision* requiring the WisDOT and village to file plans for extending the medians east and west of the crossing to prevent left-turn movements north to Capitol Drive and south to Oakton Avenue/Clark Street, by September 10, 2021, for construction no later than October 15, 2021.³

On September 10, 2021, the WisDOT responded that the timeframe outlined in the *Second Amended Final Decision* was unreasonable because a responsible design would need to

¹ PSC REF#: 417946.

² PSC REF#: 419090.

³ PSC REF#: 419643.

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evaluate stormwater, utilities, pedestrians, etc.⁴ The WisDOT's earlier design proposed a median west of the crossing⁵ and later added a median east of the crossing.⁶ Assuming WisDOT's earlier design was also responsible, it should have already conducted the evaluation it now says is needed. Thus, the information needed to design median extensions should be readily available.

The WisDOT goes on to say that extending the medians seems to have been ordered without a proper investigation or full evaluation/study and proposes to do the study it wanted the Office to conduct, but, needs additional time to do so. The Commissioner is not willing to gamble that a catastrophic event with loss of life would wait until traffic patterns and driver inconvenience is studied after first taking 60 days to determine the funding and scope of the study. Pedestrians crossing Capitol Drive or navigating the Clark Street/Oakton Avenue intersection are also at serious risk from left-turning drivers failing to yield to pedestrians by driving through what at peak times would be a narrow window of oncoming traffic.

While the WisDOT agrees that temporarily prohibiting left turns would provide some measure of safety, it provides no suggestion on what measures would achieve an appropriate balance that prohibits left turns generally without burdening emergency vehicles. Three weeks after the *Second Amended Final Decision*, there are no answers for even temporary measures at a crossing with 23 passenger and freight train movements per day crossing paths with an average daily traffic of 6,300 vehicles resulting in an exposure factor of 144,900.

⁴ PSC REF#: 420493.

⁵ PSC REF#: 340709 at 5.

⁶ PSC REF#: 354734 at 3.

Order

1. The **village of Pewaukee** shall prevent left-turn movements over the Oakton Avenue crossing of the SOO tracks north to Capitol Drive and south to Oakton Avenue/Clark Street, by installing temporary bollards or other temporary raised measures including no-left-turn signage, by **October 22, 2021**.

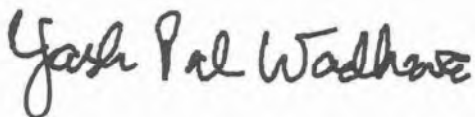
2. The **WisDOT** and **village of Pewaukee** shall file a plan outlining the funding and scope of a study of the traffic at the Oakton Avenue crossing as well as the side streets by **November 5, 2021**.

3. Order Point 3 of the *Second Amended Final Decision* is amended to read: The **WisDOT** and **village of Pewaukee** shall file plans for making permanent no left-turn movements north to Capitol Drive and south to Oakton Avenue/Clark Street, whether by extending the medians east and west of the crossing or any other permanent measure by **February 15, 2022**, for construction no later than **April 15, 2022**.

4. All other terms and conditions of the *Second Amended Final Decision* remain in effect.

5. This *Third Amended Final Decision* is effective upon service.

6. Jurisdiction is retained.



Yash P. Wadhwa, P.E.
Commissioner of Railroads

See attached Notice of Rights
DA/ss:DL:01833157

OFFICE OF THE COMMISSIONER OF RAILROADS
4822 Madison Yards Way
P.O. Box 7854
Madison, Wisconsin 53707-7854

**NOTICE OF RIGHTS FOR REHEARING OR JUDICIAL REVIEW, THE TIMES
ALLOWED FOR EACH, AND THE IDENTIFICATION OF THE PARTY TO BE
NAMED AS RESPONDENT**

The following notice is served on you as part of the Commissioner's written decision. This general notice is for the purpose of ensuring compliance with Wis. Stat. § 227.48(2), and does not constitute a conclusion or admission that any particular party or person is necessarily aggrieved or that any particular decision or order is final or judicially reviewable.

PETITION FOR REHEARING

If this decision is an order following a contested case proceeding as defined in Wis. Stat. § 227.01(3), a person aggrieved by the decision has a right to petition the Office of the Commissioner of Railroads (Office) for rehearing within 20 days of the date of service of this decision. Wis. Stat. § 227.49. The date of service is shown on the first page. The petition for rehearing must be filed with the Office and served on the parties. The filing of a petition for rehearing does not suspend or delay the order's effective date. Wis. Stat. § 227.49(2). An appeal of this decision may also be taken directly to circuit court through the filing of a petition for judicial review. It is not necessary to first petition for rehearing.

PETITION FOR JUDICIAL REVIEW

A person aggrieved by this decision has a right to petition for judicial review as provided in Wis. Stat. § 227.53. The petition must be filed in circuit court and served upon the Commissioner by personal service or certified mail within 30 days of the date of service of this decision if there has been no petition for rehearing. If a timely petition for rehearing has been filed, the petition for judicial review must be filed within 30 days of the date of service of the order finally disposing of the petition for rehearing, or within 30 days after the final disposition of the petition for rehearing by operation of law pursuant to Wis. Stat. § 227.49(5), whichever is sooner. If an *untimely* petition for rehearing is filed, the 30-day period to petition for judicial review commences the date the Office serves its original decision.⁷ The Office must be named as respondent in the petition for judicial review.

If this decision is an order denying rehearing, a person aggrieved who wishes to appeal must seek judicial review rather than rehearing. A second petition for rehearing is not permitted.

Revised: March 27, 2018

⁷ See *Currier v. Wisconsin Dept. of Revenue*, 2006 WI App 12, 288 Wis. 2d 693, 709 N.W.2d 520.

In the Matter of

Date: December 2, 2022

To: Scott Gosse

From: Timothy HEIER

Chief of Police

Re: Deputy Chief Mark Garry Retirement Item 8b

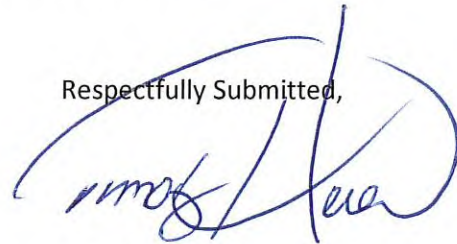
Effective December 18, 2022, Deputy Chief Mark Garry will retire from the Village of Pewaukee Police Department. Deputy Chief Garry has made a request to retain his Sig Sauer 1911 TACOPS firearm.

Deputy Chief Garry has served the department for over 32 years. In the past, the Village Board has discussed "gifting" the sidearm that a sworn member carries to the officer upon his/her request at retirement. In the cases of Ed Baumann, Duane Hachtel, Ed Braun, John Maloney, Tim Otto, Terry Grabow, Jim Memmel and Pete Latona, The Village Board voted to "gift" the weapon.

My request is that the Village Board of Trustees discusses and takes possible action to "gift" the firearm to Deputy Chief Garry. If the Board decides in the affirmative, I will make sure that the firearm is transferred to Deputy Chief Garry after all legalities are satisfied.

The "trade-in" value of the firearm at Sig Sauer about \$325 plus a transfer fee.

Respectfully Submitted,



Timothy HEIER

Chief of Police



To: Jeff Knutson, President
Village Board

From: Scott A. Gosse
Village Administrator

Date: December 15, 2022

Re: Agenda Item 8c, Review and Direction on Findings and Recommendations Regarding Beachfront Safety

BACKGROUND

This matter is on the Village Board agenda at the request of Trustee Krasovich. Trustee Krasovich advised that she compiled and will findings and recommendations from the August review of beachfront safety issues that was completed with the help of residents, first responders, and elected officials.

ACTION REQUESTED

The action requested of the Village Board is to review the information to be shared by Trustee Krasovich and provide direction on this matter.



To: Jeff Knutson, President
Village Board

From: Scott A. Gosse
Village Administrator

Date: December 15, 2022

Re: Agenda Item 8d, Discussion and Possible Action on Scheduling Special Village Board Meeting in January

BACKGROUND

This matter is on the Village Board agenda at the request of Trustee Rohde in the event a special meeting may be needed related to the Fire/EMS Agreement negotiations with the City of Pewaukee in advance of the regular January 17, 2023 Village Board meeting.

ACTION REQUESTED

The action requested of the Village Board is to schedule a tentative special meeting prior to the January 17, 2023 Village Board meeting.



To: Jeff Knutson, President
Village Board

From: Scott A. Gosse
Village Administrator

Date: December 15, 2022

Re: Agenda Item 8e, Discussion and Possible Action on Rescheduling February 21, 2023 and April 4, 2023
Village Board Meetings Due to Scheduled Elections

BACKGROUND

This matter is on the Village Board agenda as the scheduled February 21 and April 4, 2023 Village Board meetings fall on the Spring Primary and Spring General Election dates.

ACTION REQUESTED

The action requested of the Village Board is to reschedule these two meetings.



To: Jeff Knutson, President
Village Board

From: Scott A. Gosse
Village Administrator

Date: December 15, 2022

Re: Agenda Item 8f, Discussion and Possible Action on Authorization for Staff Car/Take Home Car for Police Chief

BACKGROUND

This matter is on the agenda at the request of President Knutson regarding the possible authorization for the Police Chief to have a take home staff vehicle available for use.

ACTION REQUESTED

The action requested of the Village Board is to determine if a take home staff car should be provided for the Chief of Police.

ANALYSIS

The Chief of Police at one point in time was provided a staff vehicle for take home use; however, that was voluntarily given up by former Chief Baumann when the Village took over the lake patrol and a SUV was purchased which provided the Department with a vehicle that had towing capability. Since that time, a take home vehicle has not been available. Should the Village Board determine a take home vehicle is appropriate, this would result in a squad car set for rotation to be retained and not sold at auction.

Report Criteria:

Report type: Invoice detail
 Check.Type = {<->} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
0						
11/22	11/20/2022	0	ACH KWIK TRIP INC - FU	DPW 10-2022	DPW- OCT 2022	2,177.84
11/22	11/20/2022	0	ACH KWIK TRIP INC - FU	PD 10-2022	POLICE- OCT 2022	2,917.11
11/22	11/20/2022	0	ACH KWIK TRIP INC - FU	SEWER 10-20	SEWER- OCT 2022	196.88
11/22	11/20/2022	0	ACH KWIK TRIP INC - FU	STORM 10-20	STORM- OCT 2022	781.39
11/22	11/20/2022	0	ACH KWIK TRIP INC - FU	WTR 10-2022	WATER- OCT 2022	600.44
Total 0:						6,673.66
70766						
11/22	11/04/2022	70766	ACCURATE GRAPHICS IN	42914	CLERK/WINDOW ENVELOPES (6000)	850.59
Total 70766:						850.59
70767						
11/22	11/04/2022	70767	AMAZON/SYNCB	455648486458	LIBRARY/ 4 ADULT FIC BOOKS	55.80
11/22	11/04/2022	70767	AMAZON/SYNCB	455649587443	LIBRARY/BUILDING SUPPLIES - PAPER TOWEL	183.00
11/22	11/04/2022	70767	AMAZON/SYNCB	456685898657	LIBRARY/SUPPLIES PLANNER	16.66
11/22	11/04/2022	70767	AMAZON/SYNCB	538599357765	LIBRARY/SUPPLIES COPY PAPER	354.50
11/22	11/04/2022	70767	AMAZON/SYNCB	575958363678	LIBRARY/JUV PROGRAMMING TUNNEL FOR TODDLERS	19.99
11/22	11/04/2022	70767	AMAZON/SYNCB	599396567384	LIBRARY/JUV FIC BOOKS	16.00
11/22	11/04/2022	70767	AMAZON/SYNCB	664634749966	LIBRARY/SUPPLIES PLANNERS	32.12
11/22	11/04/2022	70767	AMAZON/SYNCB	734636363757	LIBRARY/JUV PROGRAMMING	48.38
11/22	11/04/2022	70767	AMAZON/SYNCB	779643696869	LIBRARY/ 1 ADULT FIC BOOKS	13.86
11/22	11/04/2022	70767	AMAZON/SYNCB	793748463987	LIBRARY/ADULT 3 DVDS	61.24
11/22	11/04/2022	70767	AMAZON/SYNCB	854973646893	LIBRARY/SUPPLIES PROJECTOR	89.96
11/22	11/04/2022	70767	AMAZON/SYNCB	863698867668	LIBRARY/SUPPLIES FIXTURE DISPLAYS	30.69
11/22	11/04/2022	70767	AMAZON/SYNCB	865363465674	LIBRARY/JUV PROGRAMMING-SCIENCE FEST	49.98
11/22	11/04/2022	70767	AMAZON/SYNCB	875873696539	LIBRARY/SUPPLIES DESK CALENDAR	6.48
11/22	11/04/2022	70767	AMAZON/SYNCB	956387985476	LIBRARY/SUPPLIES PLANNER AND CALENDAR	31.98
Total 70767:						1,010.64
70768						
11/22	11/04/2022	70768	ARAMARK UNIFORM & C	6140059666	SEWER UNIFORMS	127.05
11/22	11/04/2022	70768	ARAMARK UNIFORM & C	6240069806	SEWER UNIFORMS	172.17
11/22	11/04/2022	70768	ARAMARK UNIFORM & C	6240071232	MAT EXCHANGE OCT 2022	38.00
11/22	11/04/2022	70768	ARAMARK UNIFORM & C	6240072231	SEWER UNIFORMS	125.89
11/22	11/04/2022	70768	ARAMARK UNIFORM & C	6240073842	SEWER UNIFORMS	127.05
Total 70768:						590.16
70769						
11/22	11/04/2022	70769	ASSOCIATED APPRAISAL	165163	FULL VALUE MAINT-NOV 2022	3,541.67
Total 70769:						3,541.67
70770						
11/22	11/04/2022	70770	AUTOZONE STORES LLC	4338701809	#102 HEADLAMPS X2	45.98
Total 70770:						45.98

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
70771						
11/22	11/04/2022	70771	BATZNER PEST CONTRO	3430532	LIBRARY/PEST MGMT OCT 2022	94.00
Total 70771:						94.00
70772						
11/22	11/04/2022	70772	CORE & MAIN LP	R760064	24 HYD EXT MAIN ST & MARYKNOLL	1,081.80
Total 70772:						1,081.80
70773						
11/22	11/04/2022	70773	DIVERSIFIED BENEFIT S	365345	FLEX ADMIN OCTOBER 2022	156.14
Total 70773:						156.14
70774						
11/22	11/04/2022	70774	EMMONS BUSINESS INT	214158	EBI CONSULTING DESIGN/BID SERVICES	1,870.00
Total 70774:						1,870.00
70775						
11/22	11/04/2022	70775	FUEL SYSTEMS INC	557478	#105 EXHAUST PARTS	112.05
Total 70775:						112.05
70776						
11/22	11/04/2022	70776	GUZAN, CHRISTOPHER J	10122022	LIBRARY/ADULT PROGRAM	250.00
Total 70776:						250.00
70777						
11/22	11/04/2022	70777	JF AHERN COMPANY	535024	LIBRARY/SPRINKLER INSP-OCT QTRLY	158.00
Total 70777:						158.00
70778						
11/22	11/04/2022	70778	KNITT, CRAIG A.	10122022	LIBRARY/ADULT PROGRAM	250.00
Total 70778:						250.00
70779						
11/22	11/04/2022	70779	MACQUEEN EQUIPMENT,	W05626	#303 DIAGNOSE & REPAIR ERROR CODES IN COMPUTER. PRO	2,012.02
Total 70779:						2,012.02
70780						
11/22	11/04/2022	70780	MENARDS-CAPITAL ONE	314326322038	GALVANIZED SHEET METAL FOR BASMENT CEILING REPAIRS	51.14
11/22	11/04/2022	70780	MENARDS-CAPITAL ONE	314326422045	2X4X8 STUDS (2) FOR BASEMENT CEILING REPAIRS	8.50
11/22	11/04/2022	70780	MENARDS-CAPITAL ONE	314326422069	GALVANIZED SHEET METAL & DRILL BIT FOR BASMENT CEILIN	24.71
11/22	11/04/2022	70780	MENARDS-CAPITAL ONE	314327822040	2X4X8 STUD FOR BASEMENT CEILING REPAIRS	15.00
11/22	11/04/2022	70780	MENARDS-CAPITAL ONE	314328522043	#502 & #503 END OF SEASON CLEANING SUPPLY	16.45
11/22	11/04/2022	70780	MENARDS-CAPITAL ONE	314328722088	GALVANIZED SHEET METAL & SCREWS FOR BASEMENT CEILIN	42.15
11/22	11/04/2022	70780	MENARDS-CAPITAL ONE	326126622097	GALVANIZED SHEET METAL & SCREWS FOR BASEMENT CEILIN	30.96
Total 70780:						188.91

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
70781						
11/22	11/04/2022	70781	MENARDS-PEWAUKEE	7520	3RD FLOOR EXTERIOR DOOR	487.80
Total 70781:						487.80
70782						
11/22	11/04/2022	70782	MIDWEST FIBER NETWO	29204	DPW/INTERNET-NOVEMBER2022	150.13
11/22	11/04/2022	70782	MIDWEST FIBER NETWO	29205	WATER/INTERNET-NOVEMBER 2022	150.13
11/22	11/04/2022	70782	MIDWEST FIBER NETWO	29206	SEWER/INTERNET NOVEMBER2022	150.13
Total 70782:						450.39
70783						
11/22	11/04/2022	70783	RUEKERT & MIELKE, INC	143590	SANITARY SEWER SCADA SERVICES	2,070.69
11/22	11/04/2022	70783	RUEKERT & MIELKE, INC	143592	WELL 2 RADIUM COMPLIANCE	1,214.88
Total 70783:						3,285.57
70784						
11/22	11/04/2022	70784	SALEM PRESS INC	181668	LIBRARY/ADULT NON FICTION	98.28
Total 70784:						98.28
70785						
11/22	11/04/2022	70785	SOERENS FORD INC	46439	#645 WIPER BLADE X2	31.16
Total 70785:						31.16
70786						
11/22	11/04/2022	70786	STARK PAVEMENT CORP	PAY APP 3	EAST WISCONSIN WATER REPLACEMENT	383,230.47
Total 70786:						383,230.47
70787						
11/22	11/04/2022	70787	STATE OF WISCONSIN C	10312022	STATE SURCHARGES	2,547.12
Total 70787:						2,547.12
70788						
11/22	11/04/2022	70788	THE EXPEDITERS, INC	3411	MH GROUTING FOR I/I	4,250.00
Total 70788:						4,250.00
70789						
11/22	11/04/2022	70789	THE MASTER'S TOUCH, L	2022 POSTAG	2022 TAX BILL POSTAGE- ESTIMATED	1,562.85
Total 70789:						1,562.85
70790						
11/22	11/04/2022	70790	WAUKESHA COUNTY TR	10312022	COUNTY SURCHARGES	751.00
11/22	11/04/2022	70790	WAUKESHA COUNTY TR	2022-2004013	INMATE BILLING	37.60
Total 70790:						788.60
70792						
11/22	11/09/2022	70792	BAKER & TAYLOR BOOK	2037055610	LIBRARY/11 ADULT NON FICTION BKS	210.97

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
11/22	11/09/2022	70792	BAKER & TAYLOR BOOK	2037056070	LIBRARY/4 ADULT NON FICTION BKS	76.75
11/22	11/09/2022	70792	BAKER & TAYLOR BOOK	2037110532	LIBRARY/17 YA BOOKS	169.41
11/22	11/09/2022	70792	BAKER & TAYLOR BOOK	2037111207	LIBRARY/8 ADULT FICTION	124.50
11/22	11/09/2022	70792	BAKER & TAYLOR BOOK	2037111217	LIBRARY/10 REPLACEMENT ACCT BKS	92.15
11/22	11/09/2022	70792	BAKER & TAYLOR BOOK	2037111454	LIBRARY/4 JUVENILE BKS	72.12
11/22	11/09/2022	70792	BAKER & TAYLOR BOOK	2037111986	LIBRARY/ 5 AUTO YOURS ACCT BOOKS	78.58
Total 70792:						824.48
70793						
11/22	11/09/2022	70793	BLACKSTONE PUBLISHI	2071250	LIBRARY/1 ADULT NON FICTION AUDIO	34.94
Total 70793:						34.94
70794						
11/22	11/09/2022	70794	CITY OF PEWAUKEE	November	NOVEMBER FIRE	163,570.42
Total 70794:						163,570.42
70795						
11/22	11/09/2022	70795	CONCENTRA HEALTH SE	15998704	D.WHYSOL DOT DRUG TESTING	120.00
Total 70795:						120.00
70796						
11/22	11/09/2022	70796	FERGUSON ENTERPRIS	0224962	KINGLOCK HYDRANT LOCKS (6)	606.12
Total 70796:						606.12
70797						
11/22	11/09/2022	70797	HARTLAND OVERHEAD	17861	MAINTENANCE & REPAIR ON 12' SALLY PORT GARAGE DOOR	210.00
Total 70797:						210.00
70798						
11/22	11/09/2022	70798	HIPPENMEYER REILLY B	53607 & 5360	MUNI COURT LEGAL	4,986.30
Total 70798:						4,986.30
70799						
11/22	11/09/2022	70799	LEAGUE OF WI MUNICIP	WM00067171	DEDUCTIBLE/WEED BOAT HIT SWIM DECK/ WEGNER	1,000.00
Total 70799:						1,000.00
70800						
11/22	11/09/2022	70800	LINCOLN CONTRACTOR	I15265	#135 SAFETY SWITCH	85.00
Total 70800:						85.00
70801						
11/22	11/09/2022	70801	MIDWEST TAPE	5028933734	LIBRARY/JUVENILE 1 DVD	11.24
11/22	11/09/2022	70801	MIDWEST TAPE	502893685	LIBRARY/2 ADULT DVD	34.48
11/22	11/09/2022	70801	MIDWEST TAPE	502893686	LIBRARY/ 2 ADULT CDS	27.98
11/22	11/09/2022	70801	MIDWEST TAPE	502893687	LIBRARY/ 2 ADULT CDS	20.98
11/22	11/09/2022	70801	MIDWEST TAPE	502893688	LIBRARY/2 ADULT DVD	38.23
11/22	11/09/2022	70801	MIDWEST TAPE	502893735	LIBRARY/JUVENILE 1 DVD	5.24

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 70801:						138.15
70802						
11/22	11/09/2022	70802	OTIS ELEVATOR COMPA	F1000003006	OTIS ELEVATOR FEE	225.00
Total 70802:						225.00
70803						
11/22	11/09/2022	70803	POMP'S TIRE SERVICE I	60289843	#646 TIRES (4)	594.52
Total 70803:						594.52
70804						
11/22	11/09/2022	70804	RUEKERT & MIELKE, INC	143591	EVERGREEN WATERMAIN RELAY GIS UPDATES	2,781.00
Total 70804:						2,781.00
70805						
11/22	11/09/2022	70805	SAFETY-KLEEN SYSTEM	90248077	WASTE OIL DISPOSAL	175.00
Total 70805:						175.00
70806						
11/22	11/09/2022	70806	SALEM PRESS INC	181670	LIBRARY/ADULT NON FICTION	154.44
Total 70806:						154.44
70807						
11/22	11/09/2022	70807	WASTE MANAGEMENT	0397735-4163	WASTE MANAGEMENT REFUSE MONTHLY	26,027.70
Total 70807:						26,027.70
70808						
11/22	11/09/2022	70808	WE ENERGIES	713258480 Se	WE ENERGIES	287.55
Total 70808:						287.55
70809						
11/22	11/09/2022	70809	WISCONSIN LIBRARY AS	14893	LIBRARY/MEMBERSHIP RENEW-J. WEGENER	169.77
Total 70809:						169.77
70810						
11/22	11/08/2022	70810	AUTOZONE STORES LLC	4338704483	#401/3M BLK WETHERSTRIP	16.82
Total 70810:						16.82
70811						
11/22	11/08/2022	70811	BADGER METER INC	80111828	BEACON HOSTING SERVICE- OCT 2022	100.56
Total 70811:						100.56
70812						
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037043856	LIBRARY/11 YA BOOKS	117.96
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037049937	LIBRARY/ 1 JUVENILE FICTION	6.53

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037052482	LIBRARY/14 JUV BOOKS	189.31
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037054429	LIBRARY/12 ADULT NON FICTION BKS	224.53
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037057548	LIBRARY/18 ADULT FICTION	307.87
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037059313	LIBRARY/ 8 AUTO YOURS ACCT BOOKS	134.69
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037059627	LIBRARY/9 ADULT FIC BOOKS	141.39
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037069195	LIBRARY/25 ADULT FICTION BKS	381.02
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037070518	LIBRARY/ 4 JUVENILE BOOKS	48.18
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037071375	LIBRARY/8 YA BOOKS	93.21
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037073086	LIBRARY/ 5 JUVENILE FICTION	42.59
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037073165	LIBRARY/ 8 AUTO YOURS ACCT BOOKS	131.70
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037078380	LIBRARY/20 ADULT NON FICTION BKS	374.87
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037079108	LIBRARY/55 YA BOOKS	576.40
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037086490	LIBRARY/20 ADULT FICTION	302.82
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037086568	LIBRARY/15 JUV BOOKS	194.83
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037087381	LIBRARY/3 JUVENILE FICTION	23.66
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037092934	LIBRARY/21 YA BOOKS	223.53
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037094078	LIBRARY/33 ADULT NON FICTION BKS	617.10
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037094642	LIBRARY/ 9 AUTO YOURS ACCT BOOKS	148.14
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037096737	LIBRARY/61 YA BOOKS	904.73
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037100056	LIBRARY/6 ADULT NON FICTION BKS	127.22
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037103889	LIBRARY/40 ADULT FICTION	724.26
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037106017	LIBRARY/ 2 CONTINUATION ACCT	156.98
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037107540	LIBRARY/15 ADULT NON FICTION BKS	275.31
11/22	11/08/2022	70812	BAKER & TAYLOR BOOK	2037110745	LIBRARY/12 YA BOOKS	213.98
Total 70812:						6,682.81
70813						
11/22	11/08/2022	70813	BAKER TILLY US, LLP	BT2218575	FINANCIAL SERVICES 30% AUDIT	4,948.00
Total 70813:						4,948.00
70814						
11/22	11/08/2022	70814	BLACKSTONE PUBLISHI	2067955	LIBRARY/ADULT 6 AUDIO CDS	238.70
11/22	11/08/2022	70814	BLACKSTONE PUBLISHI	2068697	LIBRARY/ADULT 2 AUDIO CDS	85.90
11/22	11/08/2022	70814	BLACKSTONE PUBLISHI	2069162	LIBRARY/ADULT 1 AUDIO CDS	40.54
11/22	11/08/2022	70814	BLACKSTONE PUBLISHI	2069563	LIBRARY/ADULT 5 AUDIO CDS	170.74
11/22	11/08/2022	70814	BLACKSTONE PUBLISHI	2069963	LIBRARY/YA 9 AUDIO CDS	405.70
11/22	11/08/2022	70814	BLACKSTONE PUBLISHI	2070345	LIBRARY/ADULT 3 AUDIO CDS	104.82
Total 70814:						1,046.40
70815						
11/22	11/08/2022	70815	BV TETZLAFF	21749	12" VALVE REPAIR WESTFIELD WAY & MAJESKIE DR	1,652.14
Total 70815:						1,652.14
70816						
11/22	11/08/2022	70816	CITY OF BROOKFIELD	20222566	3RD QTR 2022 PROCESS CHARGES-KIRKLAND	13,002.55
11/22	11/08/2022	70816	CITY OF BROOKFIELD	20222586	3RD QTR CAPITAL CHARGES	239,167.16
Total 70816:						252,169.71
70817						
11/22	11/08/2022	70817	CIVIC PLUS LLC	244338	MUNICODE ADMIN SUPPORT 12/01/22-11/30/23	275.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 70817:						275.00
70818						
11/22	11/08/2022	70818	CONLEY MEDIA LLC	6333071022	PC PH AD OCT	67.19
Total 70818:						67.19
70819						
11/22	11/08/2022	70819	CUMMINS SALES & SERV	F6-41821	VILLAGE HALL GENERATOR AIR FILTER AF257	26.70
Total 70819:						26.70
70820						
11/22	11/08/2022	70820	GREY HOUSE PUBLISHIN	181669	LIBRARY/ADULT NON-FIC	182.52
Total 70820:						182.52
70821						
11/22	11/08/2022	70821	HAWKINS INC	6310173	CHLORINE	2,395.68
Total 70821:						2,395.68
70822						
11/22	11/08/2022	70822	HYDROCORP	0069415	CROSS CONNECT PRGM OCT 2022	2,137.00
Total 70822:						2,137.00
70823						
11/22	11/08/2022	70823	JANI-KING OF MILWAUKE	MIL11220418	LIBRARY/JANITORIAL SVC NOV 2022	2,623.44
Total 70823:						2,623.44
70824						
11/22	11/08/2022	70824	LAKE COUNTRY AUTOCA	93264	#636 CANISTER VENT VALVE & CANISTER PURGE VALVE REPL	547.30
Total 70824:						547.30
70825						
11/22	11/08/2022	70825	MEI TOTAL ELEVATOR S	987410	LIBRARY/ELEVATOR SERVICE - LABOR AND MATERIAL	297.00
Total 70825:						297.00
70826						
11/22	11/08/2022	70826	MICHAEL W. HALL	001	LIBRARY/YA PROGRAM	80.00
Total 70826:						80.00
70827						
11/22	11/08/2022	70827	MIDWEST METER INC	0148056	4" CELLULAR RADIOS	510.00
11/22	11/08/2022	70827	MIDWEST METER INC	0148063-CM	CM RETURNED 9" CABLE AND FITTINGS	250.00-
11/22	11/08/2022	70827	MIDWEST METER INC	0148317	RUBBER GASKETS 3/4"	60.00
11/22	11/08/2022	70827	MIDWEST METER INC	0148536	M35 CHAMBER SS THRUST ROLLER	92.40
Total 70827:						412.40

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
70828						
11/22	11/08/2022	70828	MIDWEST TAPE	502781766	LIBRARY/ 2 ADULT CDS	24.98
11/22	11/08/2022	70828	MIDWEST TAPE	502781768	LIBRARY/4 ADULT DVD	97.46
11/22	11/08/2022	70828	MIDWEST TAPE	502781769	LIBRARY/1 ADULT DVD	22.49
11/22	11/08/2022	70828	MIDWEST TAPE	502782350	LIBRARY/2 ADULT DVD	44.98
11/22	11/08/2022	70828	MIDWEST TAPE	502782351	LIBRARY/ 1 JUV CD	8.79
11/22	11/08/2022	70828	MIDWEST TAPE	502798870	LIBRARY/JUVENILE 1 DVD	23.24
11/22	11/08/2022	70828	MIDWEST TAPE	502818683	LIBRARY/1 ADULT DVD	13.49
11/22	11/08/2022	70828	MIDWEST TAPE	502818684	LIBRARY/ADULT 5 DVDS	95.20
11/22	11/08/2022	70828	MIDWEST TAPE	502818685	LIBRARY/ADULT 3 DVDS	60.72
11/22	11/08/2022	70828	MIDWEST TAPE	502818686	LIBRARY/1 ADULT DVD	14.99
11/22	11/08/2022	70828	MIDWEST TAPE	502818687	LIBRARY/ 2 ADULT CDS	23.98
11/22	11/08/2022	70828	MIDWEST TAPE	502818689	LIBRARY/JUVENILE 1 DVD	14.99
11/22	11/08/2022	70828	MIDWEST TAPE	502819200	LIBRARY/JUVENILE 2 DVD	26.23
11/22	11/08/2022	70828	MIDWEST TAPE	502819201	LIBRARY/JUVENILE 1 DVD	12.74
11/22	11/08/2022	70828	MIDWEST TAPE	502819202	LIBRARY/JUVENILE 1 DVD	17.24
11/22	11/08/2022	70828	MIDWEST TAPE	502837296	LIBRARY/2 ADULT DVD	48.73
11/22	11/08/2022	70828	MIDWEST TAPE	502853383	LIBRARY/ADULT 3 DVDS	101.21
11/22	11/08/2022	70828	MIDWEST TAPE	502853879	LIBRARY/2 ADULT DVD	38.23
11/22	11/08/2022	70828	MIDWEST TAPE	502853890	LIBRARY/ 2 ADULT CDS	19.98
11/22	11/08/2022	70828	MIDWEST TAPE	502853892	LIBRARY/1 ADULT DVD	17.99
11/22	11/08/2022	70828	MIDWEST TAPE	502853893	LIBRARY/1 ADULT DVD	18.74
11/22	11/08/2022	70828	MIDWEST TAPE	502853894	LIBRARY/1 ADULT DVD	26.24
11/22	11/08/2022	70828	MIDWEST TAPE	502853895	LIBRARY/2 ADULT DVD	53.23
11/22	11/08/2022	70828	MIDWEST TAPE	502853896	LIBRARY/1 ADULT DVD	23.24
Total 70828:						849.11
70829						
11/22	11/08/2022	70829	NEPTUNE CROSS-CONN	22-229	WELL 5 BACKFLOW REPAIR	326.90
Total 70829:						326.90
70830						
11/22	11/08/2022	70830	PEWAUKEE SCHOOL DIS	DEC 2022	MOBILE HOME FEES-DEC 2022	89.65
Total 70830:						89.65
70831						
11/22	11/08/2022	70831	POMP'S TIRE SERVICE I	60288614	#112 SERVICE CALL FOR RR TIRE REPAIR	488.87
Total 70831:						488.87
70832						
11/22	11/08/2022	70832	WAUKESHA LIME AND ST	1834764	COLD PATCH	242.15
Total 70832:						242.15
70833						
11/22	11/08/2022	70833	WE ENERGIES	4244297760	WE ENERGIES LIGHTING	341.12
11/22	11/08/2022	70833	WE ENERGIES	4344295441	WASTEWATER ELEC OTHER LIFT STATIONS	10,703.31
11/22	11/08/2022	70833	WE ENERGIES	4344297504	WE ENERGIES DPW	2,116.83
Total 70833:						13,161.26

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
70834						
11/22	11/18/2022	70834	ALL-WAYS CONTRACTO	54352	KVP TOP SOIL- TURF REPAIR PARK RENO	1,360.00
Total 70834:						1,360.00
70835						
11/22	11/18/2022	70835	CERTIFIED PRODUCTS I	24598	(6) QUAD LOADS OF COMPOST	240.00
Total 70835:						240.00
70836						
11/22	11/18/2022	70836	CONLEY MEDIA LLC	3256611022-2	PH AD/BUDGET NOTICE 2023	210.28
Total 70836:						210.28
70837						
11/22	11/18/2022	70837	CONSOLIDATED ELECTR	5890-1140909	STREET LIGHTS PHOTO EYE FOR NORTHSHORE DR	25.58
Total 70837:						25.58
70838						
11/22	11/18/2022	70838	E H WOLF & SONS INC	243555	(300) GALLONS GENERATOR DIESEL FUEL	1,358.71
Total 70838:						1,358.71
70839						
11/22	11/18/2022	70839	FASTSIGNS OF WAUKES	2194-9057	POLICE/PARKING PRMTS (200) & STICKERS	735.50
Total 70839:						735.50
70840						
11/22	11/18/2022	70840	GREY HOUSE PUBLISHIN	975970	LIBRARY/REFERENCE BOOK	148.50
Total 70840:						148.50
70841						
11/22	11/18/2022	70841	INDUSTRIAL MARKETING	044187	#401 6" CLEANOUT PORT PLUG ASSY	103.09
Total 70841:						103.09
70842						
11/22	11/18/2022	70842	LANGE ENTERPRISES IN	81856	SIGN BRACKETS	2,142.50
Total 70842:						2,142.50
70843						
11/22	11/18/2022	70843	LEAGUE OF WI MUNICIPAL	Claim No.: WM	LIABILITY DEDUCTIBLE - MENARD CLAIM	1,000.00
11/22	11/18/2022	70843	LEAGUE OF WI MUNICIPAL	WM00067171	REIMBURSEMENT FOR GRILL DAMAGE/PD	750.00
Total 70843:						1,750.00
70844						
11/22	11/18/2022	70844	LINCOLN CONTRACTOR	i22471	GREEN MARKING PAINT	219.24
Total 70844:						219.24

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
70845						
11/22	11/18/2022	70845	MENARDS-PEWAUKEE	8041	3RD FLOOR DOOR REPAIR	83.42
Total 70845:						83.42
70846						
11/22	11/18/2022	70846	MIDWEST TAPE	502893689	LIBRARY/ADULT 3 DVDS	50.97
11/22	11/18/2022	70846	MIDWEST TAPE	502893730	LIBRARY/1 ADULT DVD	14.99
11/22	11/18/2022	70846	MIDWEST TAPE	502893731	LIBRARY/ 1 ADULT CDS	10.39
11/22	11/18/2022	70846	MIDWEST TAPE	502893733	LIBRARY/1 ADULT DVD	18.74
Total 70846:						95.09
70847						
11/22	11/18/2022	70847	NAPA AUTO PARTS	150178	#105/U BOLT	6.87
11/22	11/18/2022	70847	NAPA AUTO PARTS	150265	#401/WEATHERSTRIP ADHESIVE	22.16
11/22	11/18/2022	70847	NAPA AUTO PARTS	150325	#104 & #109 SANDER LIGHT	58.89
11/22	11/18/2022	70847	NAPA AUTO PARTS	150426	MISC LIGHT BULBS FOR SHOP STOCK	26.34
11/22	11/18/2022	70847	NAPA AUTO PARTS	150678	#202/BRAKE PADS	38.79
11/22	11/18/2022	70847	NAPA AUTO PARTS	150701	#112/FUEL FILTERS & HYDRAULIC FILTER	76.53
11/22	11/18/2022	70847	NAPA AUTO PARTS	150806	#112/AIR FILTER	47.93
Total 70847:						277.51
70848						
11/22	11/18/2022	70848	NORTH CENTRAL UTILIT	W496026	PIPE MOUNT JACK	198.92
11/22	11/18/2022	70848	NORTH CENTRAL UTILIT	W496207	#137 PIPE MOUNT JACK LEG	164.11
11/22	11/18/2022	70848	NORTH CENTRAL UTILIT	W596047	RETURN PIPE JACK MOUNT	198.92
Total 70848:						164.11
70849						
11/22	11/18/2022	70849	NORTHERN EQUIPMENT	237290	GENERATOR ABOVE GROUND FUEL TANK ALARM REPAIR	574.00
Total 70849:						574.00
70850						
11/22	11/18/2022	70850	NORTHERN LAKE SERVI	426888	BACTERIA SAMPLES	92.00
11/22	11/18/2022	70850	NORTHERN LAKE SERVI	427649	BACTERIA SAMPLES	92.00
11/22	11/18/2022	70850	NORTHERN LAKE SERVI	427932	BACTERIA SAMPLES ROUTINE	92.00
11/22	11/18/2022	70850	NORTHERN LAKE SERVI	427984	WATER SAMPLING - RADIUM	285.60
11/22	11/18/2022	70850	NORTHERN LAKE SERVI	428183	BACTERIA SAMPLE ASA CLARK	23.00
Total 70850:						584.60
70851						
11/22	11/18/2022	70851	POMP'S TIRE SERVICE I	950442134	#128 (2) FRONT TIRES	285.90
Total 70851:						285.90
70852						
11/22	11/18/2022	70852	SABEL MECHANICAL LLC	220721	KOPMEIER LIFT STATION MOTOR SHAFT REPAIR	797.50
Total 70852:						797.50

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
70853						
11/22	11/18/2022	70853	SAFETY-KLEEN SYSTEM	89224198B	PARTS WASHER SOLVENT EXCHANGE	323.39
Total 70853:						323.39
70854						
11/22	11/18/2022	70854	SNOW PLOW SOLUTION	32914	#153 SALTDogg SPINNER PADDLE	109.24
Total 70854:						109.24
70855						
11/22	11/18/2022	70855	TAPCO	11739386	REPLACEMENT SCHOOL ZONE BEACON X2 PAID BY INSURAN	7,189.90
Total 70855:						7,189.90
70856						
11/22	11/18/2022	70856	TDS	#5660 - NOV 2	TELEPHONE	1,907.21
Total 70856:						1,907.21
70857						
11/22	11/18/2022	70857	WASTE MANAGEMENT	0000309-2275	WM STREET SWEEPINGS DISPOSAL	2,772.66
Total 70857:						2,772.66
70858						
11/22	11/18/2022	70858	WAUKESHA COUNTY	OCT 2022	COVE-230 SUSSEX ST/CHARGEBACK	60.00
11/22	11/18/2022	70858	WAUKESHA COUNTY	SEPT 2022	349 EVERGREEN WM EASEMENT ROW	90.00
Total 70858:						150.00
70859						
11/22	11/18/2022	70859	WAUKESHA LANDSCAPE	12788	LEAF DISPOSAL (10) LOADS	350.00
Total 70859:						350.00
70860						
11/22	11/18/2022	70860	WE ENERGIES	435408983	LIBRARY/UTILITIES 10/22	3,260.01
Total 70860:						3,260.01
70861						
11/22	11/18/2022	70861	ZABEL, GRANT	11092022	POLICE/REIMBURSE FOR COMPUTER ADAPTOR/GRANT ZABEL	28.97
Total 70861:						28.97
70862						
11/22	11/18/2022	70862	ZIMMERMANN, JANICE	SAC001	LIBRARY/1000 BOOKS PROGRAM	85.00
Total 70862:						85.00
70863						
11/22	11/23/2022	70863	BOPPRE, RYAN	11.15.22	R.BOPPRE SAFETY TOE SHOE REIMBURSEMENT	120.00
Total 70863:						120.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
70864						
11/22	11/23/2022	70864	CENTER POINT LARGE P	1966804	LIBRARY/BOOKS/LARGE PRINT (2)	49.14
Total 70864:						49.14
70865						
11/22	11/23/2022	70865	DIVERSIFIED BENEFIT S	367805	FLEX ADMIN NOVEMBER 2022	156.14
Total 70865:						156.14
70866						
11/22	11/23/2022	70866	ELLIOTT'S ACE HARDWA	844104	BLEACH & BRUSH FOR CLEAING PIPE CONNECTION FOR VALV	29.97
11/22	11/23/2022	70866	ELLIOTT'S ACE HARDWA	844124	1 1/4" HOLE SAW	11.99
11/22	11/23/2022	70866	ELLIOTT'S ACE HARDWA	844242	BATTERY FOR METER PROGRAM TOOL	10.98
11/22	11/23/2022	70866	ELLIOTT'S ACE HARDWA	844258	2 CYCLE OIL	34.23
11/22	11/23/2022	70866	ELLIOTT'S ACE HARDWA	844293	#139 SAFETY PINS FOR HITCH AND LEAF BOX	4.01
11/22	11/23/2022	70866	ELLIOTT'S ACE HARDWA	844297	#201 METER BUCKET SUPPLIES	52.26
11/22	11/23/2022	70866	ELLIOTT'S ACE HARDWA	844315	#105 MISC NUTS & BOLTS	6.00
11/22	11/23/2022	70866	ELLIOTT'S ACE HARDWA	844477	#203 METER BUCKET SUPPLIES	29.68
11/22	11/23/2022	70866	ELLIOTT'S ACE HARDWA	844506	#305 DIAGONAL PLIER	12.29
11/22	11/23/2022	70866	ELLIOTT'S ACE HARDWA	844525	#139 3/8 QUICK LINK GALV	4.59
11/22	11/23/2022	70866	ELLIOTT'S ACE HARDWA	844627	LIGHT BULBS	8.49
Total 70866:						204.49
70867						
11/22	11/23/2022	70867	FOTH, BRIAN H	11162022	POLICE/REIMBURSE WORK SHOES/FOTH	69.99
Total 70867:						69.99
70868						
11/22	11/23/2022	70868	GIUFFRE BROS. CRANE	104133	STORAGE 10.31 TO 11.27.22	320.00
Total 70868:						320.00
70869						
11/22	11/23/2022	70869	HEIER, TIMOTHY	10142022B	POLICE/SHERATON HOTEL REIMBURSE-HEIER	1,174.60
Total 70869:						1,174.60
70870						
11/22	11/23/2022	70870	HERNANDEZ ROOFING L	5890	PD GARAGE LOWER ROOF REPAIR - INFRASTRUCTURE RESE	15,428.00
Total 70870:						15,428.00
70871						
11/22	11/23/2022	70871	IDEMIA IDENTITY & SECU	151551	POLICE/LIVESCAN MAINTENANCE & SUPPORT	2,815.00
Total 70871:						2,815.00
70872						
11/22	11/23/2022	70872	JAMES IMAGING SYSTE	32765715	LIBRARY/MONTHLY COPIER CONTRACT	793.53
Total 70872:						793.53

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
70873						
11/22	11/23/2022	70873	LEXISNEXIS RISK DATA	145123020220	POLICE/RECORD CHKS-NOVEMBER 2022	150.00
Total 70873:						150.00
70874						
11/22	11/23/2022	70874	MIDWEST TAPE - HOOPL	502902584	LIBRARY/DIGITAL ACCT ENDING 10-31-2022	506.19
Total 70874:						506.19
70875						
11/22	11/23/2022	70875	PERSONNEL EVALUATIO	45678	POLICE/PEP TEST BILLING MILLER AND STERLING	40.00
Total 70875:						40.00
70876						
11/22	11/23/2022	70876	PROHEALTH CARE LABO	10001841529	POLICE/LEGAL BLOOD DRAW/11/02/2022	108.15
Total 70876:						108.15
70877						
11/22	11/23/2022	70877	PROHEALTH MEDICAL G	315535	LIBRARY/NEW HIRE SCREENING	73.00
Total 70877:						73.00
70878						
11/22	11/23/2022	70878	RUEKERT & MIELKE, INC	143777	WELL 3 SCADA	200.25
11/22	11/23/2022	70878	RUEKERT & MIELKE, INC	143778	OFFSITE WATERMAIN GIS UPDATES	2,479.55
11/22	11/23/2022	70878	RUEKERT & MIELKE, INC	143779	WELL 2 RADIUM COMPLIANCE	333.75
11/22	11/23/2022	70878	RUEKERT & MIELKE, INC	143780	WELL 4 HMO	1,257.00
11/22	11/23/2022	70878	RUEKERT & MIELKE, INC	143781	WELL 4 HMO	247.00
Total 70878:						4,517.55
70879						
11/22	11/23/2022	70879	STREICHERS	1597636	POLICE/UNIFORM JACKET RHODE	199.99
11/22	11/23/2022	70879	STREICHERS	1597926	POLICE/UNIFORM MICHALSEN	25.08
11/22	11/23/2022	70879	STREICHERS	1598731	POLICE/UNIFORM SHIRTS CIMPL	115.96
Total 70879:						341.03
70880						
11/22	11/23/2022	70880	TAYLOR COMPUTER SER	23963	POLICE/IT MONTHLY BILLING	2,057.38
Total 70880:						2,057.38
70881						
11/22	11/23/2022	70881	TDS	2626915668 N	TELEPHONE	169.30
Total 70881:						169.30
70882						
11/22	11/23/2022	70882	US CELLULAR	0541433828	POLICE/CELL PHONES 10/02/2022-11/02/2022	461.72
Total 70882:						461.72

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
70883						
11/22	11/23/2022	70883	WAUKESHA COUNTY TE	S0785386	POLICE/FTO TRAIN-CROUSE/MANAGEMENT-FOTH	465.00
Total 70883:						465.00
70884						
11/22	11/23/2022	70884	WAUKESHA COUNTY TR	2022-4003005	#646 FULL SERVICE WITH VEHICLE INSPECTION, INSTALL (4) N	2,472.25
Total 70884:						2,472.25
70885						
11/22	11/23/2022	70885	WE ENERGIES	4355190043	WE ENERGIES LIGHTING	4,339.23
11/22	11/23/2022	70885	WE ENERGIES	4358978514	ELECTRIC RESERVOIRS	13,254.11
Total 70885:						17,593.34
70886						
11/22	11/23/2022	70886	WERNER ELECTRIC SUP	s6940351	VILLAGE HALL ENTRY LIGHT PHIL 429950	47.84
Total 70886:						47.84
70887						
11/22	11/23/2022	70887	WISCONSIN STATE LABO	727074	FLUORIDE TEST 10.05.22	26.00
Total 70887:						26.00
70888						
11/22	11/23/2022	70888	ZORN COMPRESSOR &	384523-00	PARKER FLOAT DRAIN	72.60
Total 70888:						72.60
300000016						
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	08-22 INTERE	INTEREST REVERSAL/NS CC	2.11-
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	09.14.22.	LAKE DELTON MONKS/MEALS KH & CS SYMPOSIUM	44.42
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	09.16.22.	CULVERS/MEALS KH & CS-SYMPOSIUM	21.08
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	1042000314.	WAL-MART/ELECTION ORGANIZER FOR NURSING HOME	21.97
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	112-5554045-7	AMZ/COLORED PAPER-ELECTIONS	95.81
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	112-5800709-3	AMZ/ORGANIZATION CONTAINER/ELECTIONS	41.56
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	113-2896802-3	REV PROV CR AMAZON.C/MEMO BOOKS PD	316.78
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	113-2896802-3	CR AMZ/MEMO BOOKS PD	316.78-
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	114-3977599-6	AMZ/FILE FOLDERS MAILING ENVELOPES PD	40.49
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	169680798.	ZOOM/MONTHLY SUBSCRIPTION	14.99
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	2002328740.	GADGET GUARD/PHONE PROTECTOR	7.99
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	9/1/2022 .	MILWAUKEE JOURNAL 888-426-0/MO ONLINE/HEIER	7.99
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	9/23/2022.	WI DFI/NOTARY RENEWAL-JULIE BUDDENHAGEN	20.00
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	9/29/2022.	WEST BEND MUT INS/BOND FOR NOTARY/BUDDENHAGEN	20.00
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	DXBP9p2B.	DOJ/OPER RECORD CKS (1)	7.00
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	EMAIL CONF1	USPS/2 CENT ELECTION ENVELOPE STAMPS	.64
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	FALL 2022.	APWA WI/FALL CONFERENCE	125.00
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	FALL2022.	APWA WI/FALL CONFERENCE	125.00
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	INV169351180	ZOOM/MONTHLY SUBSCRIPTION	13.38
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	R2209A67138.	PAYPAL/SQUAD LAPTOP REPAIRS/GARRY	479.95
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	R2209A68074.	PAYPAL/SQUAD LAPTOP REPAIRS/GARRY	479.95
11/22	11/01/2022	300000016	ACH NORTH SHORE BAN	RIIRerrv.	DOJ/OPER RECORD CKS (4)	28.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 300000016:						1,593.11
300000018						
11/22	11/24/2022	300000018	ACH WI EMPLOYEE TRU	DEC HEALTH	DECEMBER HEALTH INSURANCE	55,999.82
Total 300000018:						55,999.82
Grand Totals:						1,043,583.

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-00-21337-000-200	55,999.82	.00	55,999.82
110-00-21400-000-000	517.81	317,942.24-	317,424.43-
110-00-21761-000-000	89.65	.00	89.65
110-00-45100-000-000	3,298.12	.00	3,298.12
110-00-48500-000-100	.00	2.11-	2.11-
110-00-51120-000-000	13,002.55	.00	13,002.55
110-00-51120-000-100	2,804.88	.00	2,804.88
110-00-51200-000-140	50.98	.00	50.98
110-00-51300-000-000	3,594.50	.00	3,594.50
110-00-51300-000-110	696.99	.00	696.99
110-00-51300-000-140	275.00	.00	275.00
110-00-51420-000-140	1,029.41	.00	1,029.41
110-00-51440-000-000	1,911.66	.00	1,911.66
110-00-51470-000-000	277.47	.00	277.47
110-00-51511-000-000	1,562.85	.00	1,562.85
110-00-51520-000-000	3,541.67	.00	3,541.67
110-00-51600-000-310	2,841.91	.00	2,841.91
110-00-51980-000-000	1,062.28	.00	1,062.28
110-00-52100-000-140	2,815.00	.00	2,815.00
110-00-52100-000-310	6,562.34	.00	6,562.34
110-00-52100-000-320	298.15	.00	298.15
110-00-52100-000-330	4,179.02	316.78-	3,862.24
110-00-52100-000-340	7.99	.00	7.99
110-00-52100-000-350	1,639.60	.00	1,639.60
110-00-52100-000-380	1,480.10	.00	1,480.10
110-00-52100-000-400	411.02	.00	411.02
110-00-52200-000-000	131,491.75	.00	131,491.75
110-00-53310-000-311	1,865.95	198.92-	1,667.03
110-00-53330-000-310	3,734.38	.00	3,734.38
110-00-53420-000-310	11,895.83	.00	11,895.83
110-00-53620-000-000	20,267.52	.00	20,267.52
110-00-53635-000-000	6,175.18	.00	6,175.18
110-00-55200-000-000	15,965.42	.00	15,965.42
110-00-55300-000-000	16,113.25	.00	16,113.25
110-00-59900-000-000	1,000.00	.00	1,000.00
200-00-21400-000-000	.00	18,978.00-	18,978.00-
200-00-55200-000-000	1,360.00	.00	1,360.00
200-00-57324-003-000	2,190.00	.00	2,190.00
200-00-57622-000-000	15,428.00	.00	15,428.00
450-00-21400-000-000	.00	4,948.00-	4,948.00-

GL Account	Debit	Credit	Proof
450-00-51570-000-000	4,948.00	.00	4,948.00
455-00-21400-000-000	.00	2,812.27-	2,812.27-
455-00-51580-000-000	182.00	.00	182.00
455-00-51700-000-000	1,315.14	.00	1,315.14
455-00-51800-000-000	1,315.13	.00	1,315.13
600-00-21400-000-000	250.00	300,055.12-	299,805.12-
600-00-50605-004-000	1,232.38	.00	1,232.38
600-00-50605-006-000	62.78	.00	62.78
600-00-50622-000-000	12,966.98	.00	12,966.98
600-00-50625-004-000	326.90	.00	326.90
600-00-50630-003-000	610.60	.00	610.60
600-00-50631-002-000	2,395.68	.00	2,395.68
600-00-50641-001-000	268.03	.00	268.03
600-00-50650-002-000	94.39	.00	94.39
600-00-50651-003-000	1,682.11	.00	1,682.11
600-00-50653-005-000	673.38	250.00-	423.38
600-00-50654-002-000	606.12	.00	606.12
600-00-50655-002-000	129.96	.00	129.96
600-00-50700-001-000	600.44	.00	600.44
600-00-50700-002-000	38.79	.00	38.79
600-00-50700-003-000	81.94	.00	81.94
600-00-50903-004-000	50.28	.00	50.28
600-00-50904-001-000	110.43	.00	110.43
600-00-50923-002-000	3,052.63	.00	3,052.63
600-00-50923-003-000	2,367.25	.00	2,367.25
600-00-50923-005-000	73.08	.00	73.08
600-00-50930-004-000	125.00	.00	125.00
600-00-50931-001-000	272,505.97	.00	272,505.97
650-00-21400-000-000	.00	5,208.73-	5,208.73-
650-00-53310-000-310	781.39	.00	781.39
650-00-53310-100-310	1,000.00	.00	1,000.00
650-00-53330-000-310	142.07	.00	142.07
650-00-53330-100-310	16.45	.00	16.45
650-00-53440-000-310	2,918.82	.00	2,918.82
650-00-53635-000-000	350.00	.00	350.00
675-00-21400-000-000	.00	554.65-	554.65-
675-00-53310-100-310	242.15	.00	242.15
675-00-53470-000-310	312.50	.00	312.50
700-00-21400-000-000	.00	372,853.88-	372,853.88-
700-00-50821-000-000	724.60	.00	724.60
700-00-50822-002-000	9,864.31	.00	9,864.31
700-00-50822-003-000	401.95	.00	401.95
700-00-50822-005-000	266.53	.00	266.53
700-00-50822-007-000	225.00	.00	225.00
700-00-50822-010-000	646.60	.00	646.60
700-00-50822-013-000	1,358.71	.00	1,358.71
700-00-50831-006-000	2,012.02	.00	2,012.02
700-00-50832-002-000	797.50	.00	797.50
700-00-50832-003-000	838.31	.00	838.31
700-00-50835-002-000	209.17	.00	209.17
700-00-50836-000-000	110.44	.00	110.44
700-00-50851-004-000	50.28	.00	50.28
700-00-50856-002-000	125.00	.00	125.00
700-00-50857-000-000	151,137.15	.00	151,137.15
700-00-50990-000-000	204,086.31	.00	204,086.31
900-00-21400-000-000	.00	19,954.44-	19,954.44-
900-00-55110-000-141	8,225.83	.00	8,225.83

GL Account	Debit	Credit	Proof
900-00-55110-000-142	2,224.93	.00	2,224.93
900-00-55110-000-144	1,355.92	.00	1,355.92
900-00-55110-000-146	242.77	.00	242.77
900-00-55110-000-310	3,355.44	.00	3,355.44
900-00-55110-000-311	3,260.01	.00	3,260.01
900-00-55110-000-312	506.19	.00	506.19
900-00-55110-000-313	733.37	.00	733.37
900-00-55110-000-500	49.98	.00	49.98
960-00-21400-000-000	.00	1,044.42-	1,044.42-
960-00-55200-000-155	473.20	.00	473.20
960-00-55200-000-165	571.22	.00	571.22
Grand Totals:	<u>1,045,119.56</u>	<u>1,045,119.56-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"