



**AGENDA - SHOREWOOD BOARD OF TRUSTEES**  
**Village Board Meeting**  
**7:30 P.M. – Monday, July 11, 2016**  
**Shorewood Village Hall, 3930 North Murray Avenue**  
**Shorewood, Wisconsin 53211**

Public comments on items not on the agenda are permitted and welcome at the beginning of the Village Board meeting under “Citizens to be Heard.” Public comments on agenda items may be invited after the item has been opened to discussion. Individual speakers should raise their hand so they may be recognized by the Village President and are asked to begin their comments by stating their name and address. Discussion may follow comment on non-agenda items or discussion and action may come at future meetings.

1. Call to Order
2. Roll Call
3. Statement of Public Notice
4. Consent Agenda Items (Items under the consent agenda may be acted upon by one motion. If in the judgment of any Village Board Member, a consent agenda item needs discussion, the item can be placed in the items removed from the consent agenda.)
  - a. Presentation of Accounts July 11, 2016
  - b. Disallowance of Claim – Victoria Lawrence
  - c. Appointments to Village Boards, Commission, and Committees
    1. Board of Appeals – Beth Aldana, move to regular position, term expiration 2018
    2. Board of Appeals – Adam Burns, 1<sup>st</sup> Alternate, term expiration 2019
    3. Board of Appeals – Carlos Pastrana, 2<sup>nd</sup> Alternate, term expiration 2017
    4. Conservation Committee – Caroline Kuebler, term expiration 2018
    5. Elder Services Advisory Board – Priscilla Sharpless, term expiration 2018
    6. Public Art Committee – Jon Krouse, term expiration 2017
  - d. Consideration of special privilege application for outdoor dining at Nino’s Southern Sides located at 4475 N Oakland Ave
  - e. Consideration of special privilege application for hardscape and plantings in public right-of-way at residential property 3839 N Murray Ave
  - f. Consideration of Application for Street Festival Permit for Packer Kick-Off Party, 4000 block of N Oakland Ave, September 11, 2016
  - g. Consideration of Application for Temporary Cabaret License for Packer Kick-Off Party, 4000 block of N Oakland Ave, September 11, 2016
  - h. Consideration of Application for Temporary Extension Request Class “B” Premises for Packer Kick-Off Party, 4000 block of N Oakland Ave, September 11, 2016
5. Items removed from the Consent Agenda
6. June 20, 2016 Village Board Minutes
7. Citizens to be heard – This item is for matters not on the agenda. Discussion may follow comment on non-agenda items or discussion and action may come at future meetings.
8. Presentation – BublR Bicycle Sharing

- 9. New Business
  - a. Budget and Finance
    - 1. Consideration of Cash Flow Funding for 2017 and 2018 Ghost Train Project
  - Community and Business Relations
    - 1. Consideration of Trick or Treat Date and Time – 2016
    - 2. Consideration of Parklet Policy
    - 3. Consideration of Parklet in public right-of-way for Three Lions business located at 4517 N. Oakland Ave
    - 4. Consideration of Parklet in public right-of-way for Camp Bar business located at 4042 N Oakland Ave
  - b. Judiciary, Personnel, and Licensing
    - 1. Consideration of Policy and Sample Agreement for Use of Public Market Area at Metro Market
    - 2. Consideration of Market Area at Metro Market Agreement with Shorewood School District Booster Club
  - c. Public Works
    - 1. Consideration of agreement for traffic study on Lake Drive
  - d. Community Development Authority
    - 1. Consideration of Transfer of \$50,000 to BID for Façade Program for 2016
    - 2. Consideration of amendment to Development Agreement with General Capital
  - e. Public Safety
    - 1. Consideration of RFP for Renovations of the Police Department Building 4057 N Wilson Drive
  - f. Strategic Initiatives
    - 1. Update and Discussion on Wilson Drive Community Task Force process and next steps
- 10. Reports of Village Officials
  - a. Village President
  - b. Village Trustees
  - c. Village Manager
- 11. Items for Future Consideration
- 12. Adjournment

DATED at Shorewood, Wisconsin this 7<sup>th</sup> day of July, 2016.

VILLAGE OF SHOREWOOD  
Tanya O'Malley, WCPC, Village Clerk/Treasurer

Should you have any questions or comments regarding any items on this agenda, contact the Manager's Office at 847-2702. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals.



**PLEASE TAKE NOTICE** that meetings of **STANDING COMMITTEES** of the Village Board will be held in the 2<sup>ND</sup> Floor of Village Hall, 3930 N. Murray Avenue, Shorewood, Wisconsin, as follows:

**BUDGET & FINANCE** – Trustee Michael Maher, Chairperson

Monday, June 11, 2016 at 5:45 p.m. – to consider:

1. Presentation of Accounts July 11, 2016
2. Consideration of Cash Flow Funding for 2017 and 2018 Ghost Train Project
- 3.. Discussion on Utility Rate Policies

**PUBLIC SAFETY COMMITTEE** – Trustee Allison Rozek, Chairperson

Monday, June 11, 2016 at 6:15 p.m. – to consider:

1. Consideration of RFP for Renovations of the Police Department Building 4057 N Wilson Drive
2. Discussion on Parking - Residential Congested Area

**COMMUNITY & BUSINESS RELATIONS** – Trustee Tammy Bockhorst, Chairperson

Monday, June 11, 2016 at 6:30 p.m. – to consider:

1. Consideration of Trick or Treat Date and Time – 2016
2. Consideration of Parklet Policy
3. Consideration of Parklet in public right-of-way for Three Lions business located at 4517 N. Oakland Ave
4. Consideration of Parklet in public right-of-way for Camp Bar business located at 4042 N Oakland Ave
5. Discussion on Citizens Academy Proposal

**JUDICIARY, PERSONNEL, AND LICENSING** – Trustee Ann McKaig, Chairperson

Monday, June 11, 2016 at 6:00 p.m. – to consider:

1. Consideration of Policy and Sample Agreement for Use of Public Market Area at Metro Market
2. Consideration of Market Area at Metro Market Agreement with Shorewood School District Booster Club
3. Consideration of special privilege application for outdoor dining at Nino's Southern Sides located at 4475 N Oakland Ave
4. Consideration of special privilege application for hardscape and plantings in public right-of-way at residential property 3839 N Murray Ave
5. Consideration of Application for Street Festival Permit for Packer Kick-Off Party, 4000 block of N Oakland Ave, September 11, 2016
6. Consideration of Application for Temporary Cabaret License for Packer Kick-Off Party, 4000 block of N Oakland Ave, September 11, 2016
7. Consideration of Application for Temporary Extension Request Class "B" Premises for Packer Kick-Off Party, 4000 block of N Oakland Ave, September 11, 2016

**PUBLIC WORKS COMMITTEE** – Tr. Davida Amenta, Chairperson

Monday, June 11, 2016 at 6:30 p.m. – to consider:

1. Consideration of agreement for traffic study on Lake Drive

**STRATEGIC INITIATIVES COMMITTEE** – Tr. Paul Zovic, Chairperson

Monday, June 11, 2016 at 6:50 p.m. – to consider:

1. Discussion on Wilson Drive Community Task Force

**DATED** this 7<sup>th</sup> day of July, 2016. Tanya O'Malley, WCPC, Village Clerk/Treasurer

Should you have any questions or comments regarding items on this agenda, please contact the Manager's Office 847-2702. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

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**VILLAGE OF SHOREWOOD, WISCONSIN  
CLERK-TREASURER'S OFFICE  
MEMO**

**DATE:** June 28, 2016  
**TO:** Budget and Finance Committee  
**FROM:** Finance Office  
**COPY TO:** Village Board  
Chris Swartz, Village Manager  
**RE:** Accounts Payable and Payroll Vouchers for Presentation and Approval

Presented for your approval are the following accounts payable vouchers:

100 - General Fund		\$ 270,099.70
200 - Library		7,202.00
210 - Elder Service Fund		4,335.50
220 - Marketing & Communications Fund		7,843.00
230 - Shorewood Today Magazine		-
240 - Special Funds		-
250 - Public Art Funds		-
300 - Debt Service Fund		-
400 - Capitol Projects Fund		122,983.98
410 - TIF #1		-
430 - TIF #3		10,577.50
440 - TIF #4		-
450 - TIF #5		-
600 - Parking Utility Fund		882.07
610 - Water Utility Fund		4,230.57
620 - Sewer Utility Fund		925.03
800 - Property Tax Fund		1,417,918.88
900 - Cash Fund		-
	<b>Subtotal:</b>	<u>\$ 1,846,998.23</u>
<b>PLUS:</b> Payroll vouchers per check register dated 6/24/2016		183,646.09
	<b>Grand Total</b>	<b><u>\$ 2,030,644.32</u></b>
	Begin Ck #	End Chk #
Accounts Payable Checks:	23949	24050
Accounts Payable Electronic Checks:	E1735	E1751
Payroll Checks:	2476	2481
Payroll Direct Deposits:	DD9776	DD9884
Payroll Electronic Check Remittances:	E577	E584

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 100 General Fund							
Dept 0000							
100-0000-17110	NLP - Down Pymt Loans	JEFFREY MCROY	DP LOAN REIMBURSEMENT - 1511 LAKE B	1511	06/29/16	4,625.00	23987
100-0000-17130	NLP - Duplex Conversion Loan	CARPET SERVICE INTERN	DP LOAN 1118 KENSINGTON- BARNES	14960	06/29/16	795.00	23958
100-0000-21150	Other Accrued Payables	LAW, INC. HEALTH TRUST	VEBA PREMIUMS - POLICE DEPT JUN 201	1881	06/29/16	192.00	23997
100-0000-21520	GENERAL CLASS	WI DEPT OF EMPLOYEE T	MONTHLY RETIREMENT PREMIUMS JUN	MAY PR JUN PREM	06/30/16	28,881.48	1750
100-0000-21520	PROTECTIVE SERVICE	WI DEPT OF EMPLOYEE T	MONTHLY RETIREMENT PREMIUMS JUN	MAY PR JUN PREM	06/30/16	23,674.21	1750
100-0000-21520	ADDITIONAL PREMIUMS	WI DEPT OF EMPLOYEE T	MONTHLY RETIREMENT PREMIUMS JUN	MAY PR JUN PREM	06/30/16	700.00	1750
100-0000-21530	HEALTH VILLAGE PORTION	UNITED HEALTH CARE OF	HEATH INSURANCE PREMIUMS JUL 2016	C0040866908	06/30/16	125,392.31	1745
100-0000-21531	DENTAL VILLAGE PORTION	DELTA DENTAL PLAN OF	CURRENT DENTAL PREMIUMS JUN 2016	34661	06/30/16	5,368.84	1735
100-0000-24213	Sales Tax Due State	WI DEPT OF REVENUE - S	SALES AND STADIUM TAX MAY 2016	MAY 2016	06/30/16	48.79	1751
Total For Dept 0000						189,677.63	
Dept 1100 Board							
100-1100-51900	Training for Village Trustees	LEAGUE OF WISCONSIN	Training for Village Trustees with the Lea	05/02/2016	06/30/16	70.00	1736
100-1100-53140	Communications/Publications	DEMCO	CIVIC INFO CENTER LITERATURE DISPLAYS	5899033	06/29/16	24.89	23967
100-1100-53140	Metal overhead sign holder fo	GRAND & BENEDICTS INC	Metal overhead sign holder for Civic Info	04/27/2016	06/30/16	25.20	1736
100-1100-53140	Civic Info Center shelf label h	STORE SUPPLY 80082388	Civic Info Center shelf label holders	04/29/2016	06/30/16	15.11	1736
Total For Dept 1100 Board						135.20	
Dept 1410 Manager							
100-1410-51900	registration - Chris	PUBLIC POLICY FORUM 4	registration - Chris	05/06/2016	06/30/16	40.00	1736
100-1410-51900	reg swartz Wi City Manager c	THE ABBEY RESORT AND	reg swartz Wi City Manager conf	04/27/2016	06/30/16	166.02	1736
100-1410-52910	manager's e-newsletter	CTC*CONSTANTCONTACT	manager's e-newsletter	05/09/2016	06/30/16	45.00	1736
100-1410-53100	coffee for meetings	STARBUCKS STORE 09859	coffee for meetings	05/02/2016	06/30/16	13.95	1736
100-1410-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE - JUNE/COPIES MAY 2016	18889701	06/29/16	45.15	23986
100-1410-54130	Awards/Recog	SHOREWOOD, VILLAGE O	EMPLOYEE SERVICE AWARDS	2016-08-16	06/29/16	500.00	24029
100-1410-54130	APWA LUNCHEON	KEWASKUM FROZEN FO	APWA LUNCHEON	05/18/2016	06/30/16	129.77	1736
Total For Dept 1410 Manager						939.89	
Dept 1420 Clerk							
100-1420-51900	Professional Education	OMALLEY, TANYA	REIMBURSE EXPENSE LEAGUE CONF	REIMB LEAGUE 16	06/29/16	95.04	24012
100-1420-51900	League CTFO Conference	LEAGUE OF WISCONSIN	League CTFO Conference	05/09/2016	06/30/16	105.00	1736
100-1420-51900	registration - Diane - Clerks In	LOCAL GOVERNMENT ED	registration - Diane - Clerks Institute	05/05/2016	06/30/16	469.00	1736
Total For Dept 1420 Clerk						669.04	
Dept 1430 Customer Service							
100-1430-52930	CREDIT CARD EXPENSE	POINT N PAY	CREDIT CARD FEES WEB AND COUNTER	MAY 2016	06/30/16	201.18	1741
100-1430-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE - JUNE/COPIES MAY 2016	18889701	06/29/16	27.09	23986
Total For Dept 1430 Customer Service						228.27	
Dept 1510 Finance							
100-1510-51900	gfoa annual conferense eman	AIR CANAD01421578311	gfoa annual conferense emanuelson	05/23/2016	06/30/16	25.00	1736
100-1510-51900	class registration emanuelson	UWM SCE 414-22732	class registration emanuelson	04/29/2016	06/30/16	150.00	1736
100-1510-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE - JUNE/COPIES MAY 2016	18889701	06/29/16	45.15	23986

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 100 General Fund							
Dept 1510 Finance							
Total For Dept 1510 Finance						220.15	
Dept 1900 Other General Admin							
100-1900-52200	Electric - Village Hall	WE ENERGIES - VILLAGE	VILLAGE BUILDINGS GAS/ELECTRIC USAG	0000417818 APR3	06/30/16	972.53	1748
100-1900-52210	Gas - Village Hall	WE ENERGIES - VILLAGE	VILLAGE BUILDINGS GAS/ELECTRIC USAG	0000417818 APR3	06/30/16	538.78	1748
100-1900-52220	Water - Village Hall	SHOREWOOD MUNICIPA	VILLAGE HALL/POLICE/FIRE WATER USAG	06202016	06/30/16	276.48	1743
100-1900-52220	Water - Village Hall	SHOREWOOD MUNICIPA	PRIVATE FIRE CONNECTIONS VILLAGE JU	06202016 FIRE VIL	06/30/16	201.00	1743
100-1900-52990	Other Service Contracts & Fee	DIGICORP INC	APPRIVER EMAIL FILTERING SETUP	313695	06/29/16	1,308.00	23968
100-1900-53110	Computer Supplies	DIGICORP INC	POE INJECTER PATCH CORD	313550	06/29/16	61.50	23968
100-1900-53110	Computer Supplies	DIGICORP INC	2ND POE INJECTOR AND PATCH CORD	313551	06/29/16	61.50	23968
100-1900-53150	Recruitment for Program Assi	MWW*MONSTER.COM 8	Recruitment for Program Assistant positi	05/24/2016	06/30/16	318.00	1736
Total For Dept 1900 Other General Admin						3,737.79	
Dept 2100 Police							
100-2100-45200	Parking Fines	DONAHUE, NICK	CITATION REFUND	CITATION REFUND	06/29/16	50.00	23970
100-2100-46210	Warrant Fees	RACINE COUNTY CLERK O	RACINE COUNTY SHERIFF WARRANT 6-21	RACINE 6-21-16	06/29/16	298.50	24017
100-2100-46210	Warrant Fees	WAUKESHA CNTY SHERIF	WARRANT FEE 6-23-16	16-005059	06/29/16	345.00	24045
100-2100-46210	Warrant Fees	WEST ALLIS POLICE DEPT	WARRANT FEES - KAYLON JOHNSON, WE	WARRANT FEES - K	06/29/16	149.00	24047
100-2100-51330	Uniform Expense	LARK UNIFORM OUTFITT	LARK GRAMS 6-16-16	223436	06/29/16	247.80	23996
100-2100-51330	Uniform Allowance/Tactical B	5.11 TACTICAL.COM 866-	Uniform Allowance/Tactical Bag	05/16/2016	06/30/16	137.14	1736
100-2100-51330	hat smith 536	UNDER ARMOUR DIRECT	hat smith 536	05/02/2016	06/30/16	26.38	1736
100-2100-51355	EMPLOYEE PENSION - POLICE	WI DEPT OF EMPLOYEE T	MONTHLY RETIREMENT PREMIUMS JUN	MAY PR JUN PREM	06/30/16	503.09	1750
100-2100-51900	Training Lunch/Wisconsin Chi	ARBYS 7561 MANITOWO	Training Lunch/Wisconsin Chiefs Meeting	05/19/2016	06/30/16	7.23	1736
100-2100-51900	Training Lunch/EVOC	BUFFALO WILD WINGS 0	Training Lunch/EVOC	05/02/2016	06/30/16	11.97	1736
100-2100-51900	Meals for celebrate police we	DOMINO'S 2092 414-443	Meals for celebrate police week	05/23/2016	06/30/16	50.00	1736
100-2100-51900	Meals for celebrate police we	FALBO BROS PIZZERIA SH	Meals for celebrate police week	05/23/2016	06/30/16	61.71	1736
100-2100-51900	Registration for WCPA summ	PAYPAL *WPLF 402-935-	Registration for WCPA summer conferenc	05/11/2016	06/30/16	135.00	1736
100-2100-51900	Meals for celebrate police we	ZAYNA'S PIZZA MILWAUK	Meals for celebrate police week	05/23/2016	06/30/16	31.95	1736
100-2100-52200	ELECTRIC EXPENSE	WE ENERGIES - POLICE	POLICE BLDG ELECTRIC USAGE 05/05-06/	7425530193 MAY	06/30/16	814.08	1747
100-2100-52210	GAS AND HEAT EXPENSE	WE ENERGIES - POLICE	POLICE BUILDING GAS USAGE 05/04-06-1	7425530193 GAS	06/30/16	95.33	1747
100-2100-52220	03-20001	SHOREWOOD MUNICIPA	VILLAGE HALL/POLICE/FIRE WATER USAG	06202016	06/30/16	142.43	1743
100-2100-52230	Phone and Internet	US CELLULAR	US CELLULAR 6-2-16	014000262	06/29/16	195.01	24041
100-2100-53100	cd dvd sleeves	AMAZON MKTPLACE PM	cd dvd sleeves	05/16/2016	06/30/16	73.91	1736
100-2100-53100	hp305a ink	AMAZON MKTPLACE PM	hp305a ink	05/09/2016	06/30/16	366.99	1736
100-2100-53100	squad camera lysol wipes	AMAZON MKTPLACE PM	squad camera lysol wipes	05/02/2016	06/30/16	157.54	1736
100-2100-53100	video computer fan	AMAZON MKTPLACE PM	video computer fan	04/29/2016	06/30/16	28.92	1736
100-2100-53100	chief ip keyboard	Amazon.com AMZN.COM	chief ip keyboard	05/16/2016	06/30/16	107.44	1736
100-2100-53100	chief phone case	AMAZON.COM AMZN.CO	chief phone case	04/27/2016	06/30/16	41.61	1736
100-2100-53100	administrative meeting lunch	BENJIS DELI SHOREWOO	administrative meeting lunch	05/04/2016	06/30/16	44.76	1736
100-2100-53100	coffee	DISCOUNT COFFEE COM	coffee	04/27/2016	06/30/16	36.75	1736
100-2100-53100	coffee	DISCOUNT COFFEE COM	coffee	04/27/2016	06/30/16	70.00	1736
100-2100-53100	Postage to send handheld pri	THE UPS STORE 1971 SH	Postage to send handheld printer for rep	04/29/2016	06/30/16	18.08	1736
100-2100-53100	late notice envelopes	ULINE *SHIP SUPPLIES 80	late notice envelopes	04/27/2016	06/30/16	163.07	1736

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 100 General Fund							
Dept 2100 Police							
100-2100-53100	assorted zip ties	ULINE *SHIP SUPPLIES 80	assorted zip ties	05/06/2016	06/30/16	49.89	1736
100-2100-53100	Office Supplies	OFFICE DEPOT	OFFICE DEPOT 6-23-16	STTMT DUE 6-23-1	06/30/16	82.62	1740
100-2100-53400	Vehicle Maintenance	LEADER TOWING & TRAN	LEADER 5-31-16 STATEMENT MINUS DOU	46535 46705 4679	06/29/16	275.00	23998
100-2100-53400	Vehicle Maintenance	MACWASH CORPORATIO	MACWASH SCRUB-A-DUB 5-31-16	MACWASH 5-31-1	06/29/16	8.00	24001
100-2100-53500	Dept/Program Supplies	DIGICORP INC	PC FOR PD FRONT DESK	313683	06/29/16	1,026.00	23968
100-2100-53500	Dept/Program Supplies	SIMANDL, KARL	SIMANDL REIMBURSEMENT 6-13-16	SIMANDL REIMB 6	06/29/16	12.00	24031
100-2100-53500	IPAD Case	BEST BUY 00007575 MEN	IPAD Case	05/19/2016	06/30/16	37.82	1736
100-2100-53500	Return Pen Stylus	BEST BUY 00007575 MEN	IPAD Case	05/19/2016	06/30/16	(6.30)	1736
Total For Dept 2100 Police						5,895.72	
Dept 2400 Planning and Development							
100-2400-51900	CNU event	BROWNPAPERTICKETS C	CNU event	05/05/2016	06/30/16	10.00	1736
100-2400-52230	Phone and Internet	AT&T	WIRELESS DATA CHARGES	287244812582X06	06/29/16	54.83	23951
100-2400-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE - JUNE/COPIES MAY 2016	18889701	06/29/16	27.03	23986
100-2400-53200	Book street design guide	CHICAGO BOOKS & JOU 8	Book street design guide	05/06/2016	06/30/16	56.00	1736
Total For Dept 2400 Planning and Development						147.86	
Dept 2900 Other Public Safety							
100-2900-51355	EMPLOYEE PENSION - FIRE	WI DEPT OF EMPLOYEE T	MONTHLY RETIREMENT PREMIUMS JUN	MAY PR JUN PREM	06/30/16	4,158.68	1750
Total For Dept 2900 Other Public Safety						4,158.68	
Dept 3100 Public Works Admin.							
100-3100-51330	Uniform Expense	KAISER, JUDITH	UNIFORM REIMBURSEMENT	042116	06/29/16	33.80	23992
100-3100-51900	SPRING CONFERENCE	AMERICAN PUBLIC WORK	SPRING CONFERENCE	05/02/2016	06/30/16	320.00	1736
100-3100-51900	Management Association	MRA THE MANAGEMENT	Management Association	05/13/2016	06/30/16	305.00	1736
100-3100-53100	Office Supplies	SHOREWOOD PRESS	WORK LOGS	16925	06/29/16	18.67	24028
100-3100-53100	APWA LUNCHEON	DOLLAR TREE MILWAUKE	APWA LUNCHEON	05/19/2016	06/30/16	15.84	1736
100-3100-53100	Office Printer	OFFICEMAX/OFFICEDEPO	Office Printer	05/16/2016	06/30/16	180.58	1736
100-3100-53120	Copy & Print Costs	CENTRAL OFFICE SYSTEM	COPIER CHARGE	135576	06/29/16	84.39	23960
100-3100-54150	Safety Expenses	CINTAS	SUPPLIES FOR MEDICAL CABINET	5005336308	06/29/16	62.17	23962
Total For Dept 3100 Public Works Admin.						1,020.45	
Dept 3230 Bldg Maint - Public Works							
100-3230-53500	Dept/Program Supplies	A1 JANITORIAL SUPPLY	DRAIN CLEANER	A1S23863	06/29/16	546.06	23949
100-3230-53500	Dept/Program Supplies	BATZNER PEST, INC.	EXTERMINATING AT VILLAGE HALL	2097391	06/29/16	45.00	23955
100-3230-53500	Dept/Program Supplies	BATZNER PEST, INC.	EXTERMINATING AT VILLAGE HALL	2097393	06/29/16	45.00	23955
100-3230-53500	Dept/Program Supplies	COMDATA	VARIOUS DEPT SUPPLIES	060116	06/29/16	575.06	23964
100-3230-53500	Dept/Program Supplies	GRAINGER W W INC	VILLAGE HALL DRINKING FOUNTAIN	9936369868	06/29/16	690.50	23976
100-3230-53500	Dept/Program Supplies	J&H HEATING, INC.	VILLAGE HALL HVAC REPAIRS	28148	06/29/16	105.40	23985
100-3230-53500	Dept/Program Supplies	LUETZOW INDUSTRIES	BAGS FOR ALL DEPTS	22293A	06/29/16	488.25	24000
100-3230-53500	Dept/Program Supplies	MCMMASTER-CARR SUPPL	DOOR CLOSER LIBRARY	65464637	06/29/16	307.31	24002
100-3230-53500	Dept/Program Supplies	MENARDS	SEWAGE PUMP	4523	06/29/16	580.00	24003
100-3230-53500	Dept/Program Supplies	MENARDS	CHECK VALVE	4528	06/29/16	29.98	24003

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 100 General Fund							
Dept 3230 Bldg Maint - Public Works							
100-3230-53500	Dept/Program Supplies	RIGHT CHOICE JANITORIA	PAPER PRODUCTS, CLEANING, BATTERIES	113305	06/29/16	324.69	24020
100-3230-53500	Dept/Program Supplies	RINDERLE DOOR CO	UPPER REAR GARAGE REPAIR	18533	06/29/16	173.50	24021
100-3230-53500	Dept/Program Supplies	SHERWIN WILLIAMS	PAINT FOR ATWATER RAILS	7139-5	06/29/16	96.30	24027
100-3230-53500	Dept/Program Supplies	SHERWIN WILLIAMS	PAINT FOR LIGHT POLES	7591-7	06/29/16	18.99	24027
100-3230-53500	Dept/Program Supplies	UNITED P & H SUPPLY CO	VALVE FOR FAUCET	1526288.001	06/29/16	179.26	24040
100-3230-53500	Dept/Program Supplies	WI STEAM CLEANER SALE	SERVICE TO STEAM CLEANER	43422	06/29/16	397.39	24048
100-3230-53500	PARTS FOR PD BOILER	LECTRO COMPONENTS 6	PARTS FOR PD BOILER	04/28/2016	06/30/16	74.35	1736
100-3230-53500	PARTS FOR LIBRARY FAUCET	SPOKANE HRDWR HRDW	PARTS FOR LIBRARY FAUCET	04/28/2016	06/30/16	160.02	1736
Total For Dept 3230 Bldg Maint - Public Works						4,837.06	
Dept 3300 Municipal Garage							
100-3300-52200	DPW GARGAGE	WE ENERGIES - VILLAGE	VILLAGE BUILDINGS GAS/ELECTRIC USAG	0000417818 APR3	06/30/16	146.17	1748
100-3300-52200	INCINERATOR	WE ENERGIES - VILLAGE	VILLAGE BUILDINGS GAS/ELECTRIC USAG	0000417818 APR3	06/30/16	1,076.08	1748
100-3300-52210	DPW GARAGE GAS	WE ENERGIES - VILLAGE	VILLAGE BUILDINGS GAS/ELECTRIC USAG	0000417818 APR3	06/30/16	276.22	1748
100-3300-52220	3-20003	SHOREWOOD MUNICIPA	DPW WTR USAGE 02/15-05/15/2016	06202016 UTL	06/30/16	751.01	1743
100-3300-53400	Vehicle Maintenance	AUTO BRAKE CLUTCH &	PARTS FOR MECHANICS SHOP	349090	06/29/16	297.79	23952
100-3300-53400	Vehicle Maintenance	CARQUEST AUTO PARTS	PARTS FOR SQ 8	2514-498329	06/29/16	12.22	23959
100-3300-53400	Vehicle Maintenance	CARQUEST AUTO PARTS	PARTS FOR #33	2514-497443	06/29/16	13.91	23959
100-3300-53400	Vehicle Maintenance	CARQUEST AUTO PARTS	PARTS FOR #300	2514-497151	06/29/16	9.40	23959
100-3300-53400	Vehicle Maintenance	EWALD AUTOMOTIVE GR	PARTS FOR SQ8	97321	06/29/16	26.76	23973
100-3300-53400	Vehicle Maintenance	HEISER FORD INC	PARTS FOR SQ 5	76429	06/29/16	234.61	23981
100-3300-53400	Vehicle Maintenance	HUMPHREY SERVICE PAR	STOCK FOR MECHANICS	1115542	06/29/16	34.14	23984
100-3300-53400	Vehicle Maintenance	LF GEORGE	PARTS FOR #85	IC54270	06/29/16	223.92	23999
100-3300-53400	Vehicle Maintenance	NAPA AUTO PARTS	SAW BLADE FOR SHOP	448836	06/29/16	20.24	24008
100-3300-53400	Vehicle Maintenance	NAPA AUTO PARTS	SEAT COVERS FOR #35	449159	06/29/16	24.99	24008
100-3300-53400	Vehicle Maintenance	OLD DOMINION BRUSH	LINER SET FOR #63	0090896	06/29/16	351.21	24011
100-3300-53400	Vehicle Maintenance	POMP'S TIRE SERVICE	TIRES FOR SKID LOADER AND GARBAGE	950178719	06/29/16	982.15	24014
100-3300-53400	Vehicle Maintenance	POMP'S TIRE SERVICE	TIRES FOR #90 AND 212	950177793	06/29/16	575.48	24014
100-3300-53400	Vehicle Maintenance	RNOW INC	PARTS FOR #77	2016-49968	06/29/16	579.83	24023
100-3300-53400	Vehicle Maintenance	SILVER SPRING AUTOMO	PARTS FOR #37	57099	06/29/16	136.77	24030
100-3300-53400	Vehicle Maintenance	YES EQUIPMENT & SUPPL	PARTS FOR MECHANICS	00265881	06/29/16	62.30	24050
100-3300-53400	Vehicle Maintenance	YES EQUIPMENT & SUPPL	PARTS FOR #76	00265961	06/29/16	86.11	24050
100-3300-53400	BATTERY CHARGER FOR #82	BATTERY MART OF WINC	BATTERY CHARGER FOR #82	04/27/2016	06/30/16	219.95	1736
100-3300-53410	Fuel and Oil	HERBST OIL INC	UNLEADED FUEL	61925	06/29/16	2,019.55	23982
100-3300-53410	Fuel and Oil	HERBST OIL INC	DIESEL FUEL	61868	06/29/16	883.96	23982
100-3300-53410	2 CYCLE GAS	SHELL OIL 57426364402	2 CYCLE GAS	05/17/2016	06/30/16	30.51	1736
Total For Dept 3300 Municipal Garage						9,075.28	
Dept 3410 Street and Alley							
100-3410-53500	Dept/Program Supplies	MINORS GARDEN CENTE	SOD FOR PANEL ON OAKLAND	0091397	06/29/16	20.25	24005
100-3410-53500	Dept/Program Supplies	NEHER ELECTRIC SUPP IN	BULBS FOR STOCK	391996-03	06/29/16	87.00	24009
100-3410-53500	Dept/Program Supplies	SHERWIN INDUSTRIES IN	ASPHALT	035754	06/29/16	529.13	24026

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Fund 100 General Fund							
Dept 3410 Street and Alley							
100-3410-53500	Dept/Program Supplies	STARK PAVEMENT CORP	ASPHALT	38775	06/29/16	253.50	24034
Total For Dept 3410 Street and Alley						889.88	
Dept 3430 Street Lights							
100-3430-52200	STREET LIGHTING	WE ENERGIES - VILLAGE	VILLAGE BUILDINGS GAS/ELECTRIC USAG	0000417818 APR3	06/30/16	3,996.86	1748
100-3430-52200	ALLEY LIGHTING	WE ENERGIES - VILLAGE	VILLAGE BUILDINGS GAS/ELECTRIC USAG	0000417818 APR3	06/30/16	1,339.69	1748
100-3430-53500	Dept/Program Supplies	GRAINGER W W INC	ADAPTER FOR ELECTRIC DEPT	9135372648	06/29/16	7.86	23976
100-3430-53500	Dept/Program Supplies	KCJ LIGHTING AND ELECT	LIGHT POLE	038561	06/29/16	3,204.25	23993
100-3430-53500	Dept/Program Supplies	NEHER ELECTRIC SUPP IN	SYLVANIA LIGHTS STOCK	348400	06/29/16	368.70	24009
100-3430-53500	Dept/Program Supplies	NEHER ELECTRIC SUPP IN	HP LIGHTS	391336-02	06/29/16	21.74	24009
100-3430-53500	Dept/Program Supplies	NEHER ELECTRIC SUPP IN	50W BULBS	39133-01	06/29/16	41.50	24009
Total For Dept 3430 Street Lights						8,980.60	
Dept 3440 Street Signals							
100-3440-52200	TRAFFIC LIGHTS	WE ENERGIES - VILLAGE	VILLAGE BUILDINGS GAS/ELECTRIC USAG	0000417818 APR3	06/30/16	1,145.71	1748
100-3440-52200	FLASHERS	WE ENERGIES - VILLAGE	VILLAGE BUILDINGS GAS/ELECTRIC USAG	0000417818 APR3	06/30/16	6.21	1748
Total For Dept 3440 Street Signals						1,151.92	
Dept 3450 Street Signs							
100-3450-53500	Dept/Program Supplies	TAPCO	SIGNAGE	529811	06/29/16	516.60	24038
Total For Dept 3450 Street Signs						516.60	
Dept 3510 Refuse Disposal							
100-3510-52950	Disposal Contracts	WASTE MANAGEMENT O	SOLID AND YARD DISPOSAL	0048465-2286-2	06/29/16	17,034.47	24044
Total For Dept 3510 Refuse Disposal						17,034.47	
Dept 3530 Yard Waste / Leaf							
100-3530-52950	Disposal Contracts	WASTE MANAGEMENT O	SOLID AND YARD DISPOSAL	0048465-2286-2	06/29/16	3,060.46	24044
100-3530-53500	Dept/Program Supplies	SHOREWOOD PRESS	STICKERS FOR YARD WASTE	16926	06/29/16	130.00	24028
Total For Dept 3530 Yard Waste / Leaf						3,190.46	
Dept 3610 Forestry							
100-3610-53500	APPLICATOR WAND FOR FOR	SITE ONE LANDSCAPES62	APPLICATOR WAND FOR FORESTRY	05/16/2016	06/30/16	23.03	1736
Total For Dept 3610 Forestry						23.03	
Dept 3620 Parks and Beautification							
100-3620-52200	HUBBARD PARK	WE ENERGIES - VILLAGE	VILLAGE BUILDINGS GAS/ELECTRIC USAG	0000417818 APR3	06/30/16	145.71	1748
100-3620-52200	HUMBOLDT PARK	WE ENERGIES - VILLAGE	VILLAGE BUILDINGS GAS/ELECTRIC USAG	0000417818 APR3	06/30/16	19.52	1748
100-3620-52210	RIVER CLUB	WE ENERGIES - VILLAGE	VILLAGE BUILDINGS GAS/ELECTRIC USAG	0000417818 APR3	06/30/16	20.22	1748
100-3620-52220	03-20001	SHOREWOOD MUNICIPA	VILLAGE HALL/POLICE/FIRE WATER USAG	06202016	06/30/16	276.49	1743
100-3620-52220	3-20004	SHOREWOOD MUNICIPA	DPW WTR USAGE 02/15-05/15/2016	06202016 UTL	06/30/16	530.88	1743
100-3620-52220	3-20005	SHOREWOOD MUNICIPA	DPW WTR USAGE 02/15-05/15/2016	06202016 UTL	06/30/16	114.00	1743
100-3620-52220	3-20005-1	SHOREWOOD MUNICIPA	DPW WTR USAGE 02/15-05/15/2016	06202016 UTL	06/30/16	38.55	1743
100-3620-52220	3-20020	SHOREWOOD MUNICIPA	DPW WTR USAGE 02/15-05/15/2016	06202016 UTL	06/30/16	57.15	1743

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Fund 100 General Fund							
Dept 3620 Parks and Beautification							
100-3620-52220	3-20036	SHOREWOOD MUNICIPA	DPW WTR USAGE 02/15-05/15/2016	06202016 UTL	06/30/16	547.03	1743
100-3620-52220	Water	SHOREWOOD MUNICIPA	DPW WTR USAGE 02/15-05/15/2016	06202016 UTL	06/30/16	282.52	1743
100-3620-52220	3-20021	SHOREWOOD MUNICIPA	VILLAGE WATER USAGE SPRINKLERS 02/1	06202016 VIL JUN	06/30/16	45.90	1743
100-3620-52220	3-20022	SHOREWOOD MUNICIPA	VILLAGE WATER USAGE SPRINKLERS 02/1	06202016 VIL JUN	06/30/16	70.50	1743
100-3620-52220	3-20023	SHOREWOOD MUNICIPA	VILLAGE WATER USAGE SPRINKLERS 02/1	06202016 VIL JUN	06/30/16	70.50	1743
100-3620-52220	3-20024	SHOREWOOD MUNICIPA	VILLAGE WATER USAGE SPRINKLERS 02/1	06202016 VIL JUN	06/30/16	40.95	1743
100-3620-52220	3-20025	SHOREWOOD MUNICIPA	VILLAGE WATER USAGE SPRINKLERS 02/1	06202016 VIL JUN	06/30/16	70.50	1743
100-3620-52220	3-20026	SHOREWOOD MUNICIPA	VILLAGE WATER USAGE SPRINKLERS 02/1	06202016 VIL JUN	06/30/16	45.90	1743
100-3620-52220	3-20027	SHOREWOOD MUNICIPA	VILLAGE WATER USAGE SPRINKLERS 02/1	06202016 VIL JUN	06/30/16	45.90	1743
100-3620-52220	3-20028	SHOREWOOD MUNICIPA	VILLAGE WATER USAGE SPRINKLERS 02/1	06202016 VIL JUN	06/30/16	45.90	1743
100-3620-52220	3-20029	SHOREWOOD MUNICIPA	VILLAGE WATER USAGE SPRINKLERS 02/1	06202016 VIL JUN	06/30/16	27.30	1743
100-3620-52220	3-20030	SHOREWOOD MUNICIPA	VILLAGE WATER USAGE SPRINKLERS 02/1	06202016 VIL JUN	06/30/16	27.30	1743
100-3620-52220	3-20031	SHOREWOOD MUNICIPA	VILLAGE WATER USAGE SPRINKLERS 02/1	06202016 VIL JUN	06/30/16	27.30	1743
100-3620-52220	3-20032	SHOREWOOD MUNICIPA	VILLAGE WATER USAGE SPRINKLERS 02/1	06202016 VIL JUN	06/30/16	27.30	1743
100-3620-52220	3-20033	SHOREWOOD MUNICIPA	VILLAGE WATER USAGE SPRINKLERS 02/1	06202016 VIL JUN	06/30/16	27.30	1743
100-3620-52220	3-20034	SHOREWOOD MUNICIPA	VILLAGE WATER USAGE SPRINKLERS 02/1	06202016 VIL JUN	06/30/16	27.30	1743
100-3620-52940	Landscaping Contracts	GREEN TEAM	NATURAL LAWN CARE ALL AREAS	6567	06/29/16	4,660.00	23978
100-3620-53500	Dept/Program Supplies	ENERCON	MULCH FOR VILLAGE	40258	06/29/16	1,620.00	23971
100-3620-53500	Dept/Program Supplies	GREEN TEAM	WEED CONTROL FOR HUBBARD PARK+	6561	06/29/16	67.00	23978
100-3620-53500	Dept/Program Supplies	SITEONE LANDSCAPE SUP	WASP SPRAY AND IRRIGATION PARTS	76178232	06/29/16	152.17	24032
100-3620-53500	Dept/Program Supplies	SITEONE LANDSCAPE SUP	CONTROLLER FOR IRRIGATION ON CAPIT	76335159	06/29/16	175.42	24032
100-3620-53510	Landscape/Forestry Plantings	MILW, CITY OF	FLOWERS FOR VILLAGE AND SCHOOLS	5140012539	06/29/16	1,563.75	24004
Total For Dept 3620 Parks and Beautification						10,870.26	
Dept 4000 Health							
100-4000-52200	ELECTRIC EXPENSE	WE ENERGIES - LIBRARY	LIBRARY ELECTRIC USAGE 05/05-06/06/1	2847051434 MAY	06/30/16	382.10	1746
100-4000-52210	GAS AND HEAT EXPENSE	WE ENERGIES - LIBRARY	LIBRARY GAS USAGE 05/3-06/2/16	1215377040 MAY	06/30/16	29.67	1746
100-4000-52220	03-20001-01	SHOREWOOD MUNICIPA	WATER USAGE LIBRARY 02/15-05/15/16	JUN 20 2016	06/30/16	48.30	1743
100-4000-52220	05-0000024	SHOREWOOD MUNICIPA	PRIVATE FIRE CONNECTIONS LIBRARY JU	06202016 LIB FIRE	06/30/16	17.29	1743
100-4000-52900	Cleaning and Pest Control	BATZNER PEST, INC.	PEST CONTROL SERVICE VILLAGE CENTER	2094612	06/29/16	6.02	23955
Total For Dept 4000 Health						483.38	
Dept 5140 Village Center							
100-5140-52200	ELECTRIC EXPENSE	WE ENERGIES - LIBRARY	LIBRARY ELECTRIC USAGE 05/05-06/06/1	2847051434 MAY	06/30/16	266.58	1746
100-5140-52210	GAS AND HEAT EXPENSE	WE ENERGIES - LIBRARY	LIBRARY GAS USAGE 05/3-06/2/16	1215377040 MAY	06/30/16	20.70	1746
100-5140-52220	03-20001-01	SHOREWOOD MUNICIPA	WATER USAGE LIBRARY 02/15-05/15/16	JUN 20 2016	06/30/16	33.69	1743
100-5140-52220	05-0000024	SHOREWOOD MUNICIPA	PRIVATE FIRE CONNECTIONS LIBRARY JU	06202016 LIB FIRE	06/30/16	12.06	1743
100-5140-52900	Cleaning and Pest Control	BATZNER PEST, INC.	PEST CONTROL SERVICE VILLAGE CENTER	2094612	06/29/16	4.20	23955
100-5140-53900	Miscellaneous Expenses	ENGINEERED SECURITY S	CAMERAS DOWN LIBRARY	40775	06/29/16	144.00	23972
Total For Dept 5140 Village Center						481.23	
Dept 5200 Atwater Beach and Park							
100-5200-52200	ATWATER BEACH	WE ENERGIES - VILLAGE	VILLAGE BUILDINGS GAS/ELECTRIC USAG	0000417818 APR3	06/30/16	33.53	1748

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Fund 100 General Fund							
Dept 5200 Atwater Beach and Park							
100-5200-53900	Miscellaneous Expenses	PORT-A-JOHN	RESTROOM AT CAPITOL AND LAKE	1256393	06/29/16	380.00	24015
Total For Dept 5200 Atwater Beach and Park						413.53	
Dept 5300 Village Celebrations							
100-5300-54120	national nite out items	PROMO DIRECT 800-7486	national nite out items	05/12/2016	06/30/16	400.00	1736
100-5300-54120	national nite out items	PROMO DIRECT 800-7486	national nite out items	05/11/2016	06/30/16	436.97	1736
Total For Dept 5300 Village Celebrations						836.97	
Dept 7000 Shared Expenses							
100-7000-51325	Flexible Benefit Contribution	DIVERSIFIED BENEFIT SER	FSA ADMIN SERVICES JUN 16	223550	06/29/16	339.47	23969
100-7000-52230	Phone and Internet	TIME WARNER ENTERTAI	BLDG FBR APT1 DPW ACCT 706976601 06	706976601 JUL16	06/29/16	649.42	24039
100-7000-52230	Phone and Internet	TIME WARNER ENTERTAI	VHALL INTERNET ACCT 706976501 06/22-	706976501 JUL 16	06/29/16	587.14	24039
100-7000-52230	Phone and Internet	TIME WARNER ENTERTAI	PRI SERVICE ACCT 706845701 06/18-07/1	706845701 JUL 16	06/29/16	524.13	24039
100-7000-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE - JUNE/COPIES MAY 2016	18889701	06/29/16	182.00	23986
100-7000-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE - JUNE/COPIES MAY 2016	18889701	06/29/16	150.36	23986
100-7000-53131	Shared Postage Costs (Allocat	TOTAL FUNDS BY HASLER	POSTAGE REPLENISH FOR MACHINE JUN	JUN 2016	06/30/16	1,000.00	1744
Total For Dept 7000 Shared Expenses						3,432.52	
Dept 7200 Village Center Shared							
100-7200-52200	Electric	WE ENERGIES - LIBRARY	LIBRARY ELECTRIC USAGE 05/05-06/06/1	2847051434 MAY	06/30/16	4,443.00	1746
100-7200-52210	Gas	WE ENERGIES - LIBRARY	LIBRARY GAS USAGE 05/3-06/2/16	1215377040 MAY	06/30/16	345.01	1746
100-7200-52220	Water	SHOREWOOD MUNICIPA	WATER USAGE LIBRARY 02/15-05/15/16	JUN 20 2016	06/30/16	561.57	1743
100-7200-52220	Water	SHOREWOOD MUNICIPA	PRIVATE FIRE CONNECTIONS LIBRARY JU	06202016 LIB FIRE	06/30/16	201.00	1743
100-7200-57900	Expenditures Charged To Oth	SHOREWOOD MUNICIPA	WATER USAGE LIBRARY 02/15-05/15/16	JUN 20 2016	06/30/16	(561.57)	1743
100-7200-57900	Expenditures Charged To Oth	SHOREWOOD MUNICIPA	PRIVATE FIRE CONNECTIONS LIBRARY JU	06202016 LIB FIRE	06/30/16	(201.00)	1743
100-7200-57900	Expenditures Charged To Oth	WE ENERGIES - LIBRARY	LIBRARY GAS USAGE 05/3-06/2/16	1215377040 MAY	06/30/16	(345.01)	1746
100-7200-57900	Expenditures Charged To Oth	WE ENERGIES - LIBRARY	LIBRARY ELECTRIC USAGE 05/05-06/06/1	2847051434 MAY	06/30/16	(4,443.00)	1746
Total For Dept 7200 Village Center Shared						0.00	
Dept 7300 Public Safety Shared							
100-7300-52200	ELECTRIC EXPENSE	WE ENERGIES - POLICE	POLICE BLDG ELECTRIC USAGE 05/05-06/	7425530193 MAY	06/30/16	1,628.16	1747
100-7300-52210	GAS AND HEAT EXPENSE	WE ENERGIES - POLICE	POLICE BUILDING GAS USAGE 05/04-06-1	7425530193 GAS	06/30/16	190.65	1747
100-7300-52220	03-20001	SHOREWOOD MUNICIPA	VILLAGE HALL/POLICE/FIRE WATER USAG	06202016	06/30/16	142.43	1743
100-7300-57900	Expenditures Charged To Oth	WE ENERGIES - POLICE	POLICE BLDG ELECTRIC USAGE 05/05-06/	7425530193 MAY	06/30/16	(814.08)	1747
100-7300-57900	Expenditures Charged To Oth	WE ENERGIES - POLICE	POLICE BUILDING GAS USAGE 05/04-06-1	7425530193 GAS	06/30/16	(95.33)	1747
Total For Dept 7300 Public Safety Shared						1,051.83	
Total For Fund 100 General Fund						270,099.70	
Fund 200 Library							
Dept 5110 Library							
200-5110-46710	Library Fines	FEIDER, HELENE	REFUND FOR ITEM LOST AND PAID FOR T	LIR FEIDER	06/29/16	24.99	23974
200-5110-46710	Library Fines	HERRIGES, ANDREW	REFUND FOR ITEM LOST AND PAID FOR T	LIR HERRIGES	06/29/16	16.99	23983
200-5110-46710	Library Fines	KRUTHOFF, ANNE	REFUND FOR ITEM LOST AND PAID FOR T	LIR KRUTHOFF	06/29/16	14.95	23995

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Fund 200 Library							
Dept 5110 Library							
200-5110-46710	Library Fines	WITT, ELISABETH	REFUND FOR ITEM LOST AND PAID FOR T	LIR WITT	06/29/16	21.99	24049
200-5110-52200	ELECTRIC EXPENSE	WE ENERGIES - LIBRARY	LIBRARY ELECTRIC USAGE 05/05-06/06/1	2847051434 MAY	06/30/16	3,421.11	1746
200-5110-52210	GAS AND HEAT EXPENSE	WE ENERGIES - LIBRARY	LIBRARY GAS USAGE 05/3-06/2/16	1215377040 MAY	06/30/16	265.66	1746
200-5110-52220	03-20001-01	SHOREWOOD MUNICIPA	WATER USAGE LIBRARY 02/15-05/15/16	JUN 20 2016	06/30/16	432.41	1743
200-5110-52220	05-0000024	SHOREWOOD MUNICIPA	PRIVATE FIRE CONNECTIONS LIBRARY JU	06202016 LIB FIRE	06/30/16	154.77	1743
200-5110-52900	Cleaning and Pest Control	BATZNER PEST, INC.	PEST CONTROL SERVICE VILLAGE CENTER	2094612	06/29/16	53.90	23955
200-5110-52910	Software Purch/Maint	MK SOLUTIONS, INC	VENDOR SERVICE CONTRACT FOR RFID SY	2016070	06/29/16	1,520.00	24006
200-5110-52910	Monthly Charge for Web stati	HTTP GIMLET DOT US 60	Monthly Charge for Web statistics reporti	05/23/2016	06/30/16	20.00	1736
200-5110-53100	Office Supplies	QUILL CORPORATION	FACIAL TISSUE FOR OFFICE AND PUBLIC	6703681	06/29/16	95.99	24016
200-5110-53100	Membership for free shipping	AmazonPrime Membersh	Membership for free shipping	05/19/2016	06/30/16	100.00	1736
200-5110-53100	Baby changing stations for res	BABYCHANGINGSTATION	Baby changing stations for restrooms	04/29/2016	06/30/16	475.83	1736
200-5110-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE - JUNE/COPIES MAY 2016	18889701	06/29/16	9.03	23986
200-5110-53500	Dept/Program Supplies	DEMCO	LIBRARY PROCESSING SUPPLIES BOOK TA	5902014	06/29/16	96.56	23967
200-5110-53500	Dept/Program Supplies	DEMCO	CIVIC CENTER PAMPHLET HOLDERS & LIB	5899099	06/29/16	60.71	23967
200-5110-54000	Book Some Time Program - H	BARNES & NOBLE #2252	Book Some Time Program - Heide	05/16/2016	06/30/16	45.00	1736
200-5110-54000	Book Some Time Program - H	BOSWELL BOOK COMPA	Book Some Time Program - Heide	05/16/2016	06/30/16	45.00	1736
200-5110-54000	Honey sticks for bee program	IN *PATZ MAPLE PRODU	Honey sticks for bee program - Hayley	05/10/2016	06/30/16	32.00	1736
200-5110-54000	Summer Supplies Kids Progra	ORIENTAL TRADING CO 8	Summer Supplies Kids Programs -Friends	05/11/2016	06/30/16	133.94	1736
200-5110-54000	Summer Supplies Kids Progra	ORIENTAL TRADING CO 8	Summer Supplies Kids Programs	05/10/2016	06/30/16	131.22	1736
Total For Dept 5110 Library						7,172.05	
Dept 5111 Adult Materials							
200-5111-53730	Milwaukee Bike Maps	MILWAUKEE MAP SERVIC	Milwaukee Bike Maps	05/02/2016	06/30/16	29.95	1736
Total For Dept 5111 Adult Materials						29.95	
Total For Fund 200 Library						7,202.00	
Fund 210 Senior Services							
Dept 4600 Senior Services							
210-4600-46600	Senior Programming Fees	JUDY SMITH	REFUND FOX LOCKS TOUR	FOXLOCKS	06/29/16	71.00	23990
210-4600-46600	Senior Programming Fees	JUSTINE LEONARD	TOUR REFUND	FOXLOCKS REFUN	06/29/16	71.00	23991
210-4600-46600	Senior Programming Fees	SUE ARMSTRONG	BREWERS GAME REFUND	JUNEBREWERS	06/29/16	25.00	24036
210-4600-52200	ELECTRIC EXPENSE	WE ENERGIES - LIBRARY	LIBRARY ELECTRIC USAGE 05/05-06/06/1	2847051434 MAY	06/30/16	373.21	1746
210-4600-52210	GAS AND HEAT EXPENSE	WE ENERGIES - LIBRARY	LIBRARY GAS USAGE 05/3-06/2/16	1215377040 MAY	06/30/16	28.98	1746
210-4600-52220	03-20001-01	SHOREWOOD MUNICIPA	WATER USAGE LIBRARY 02/15-05/15/16	JUN 20 2016	06/30/16	47.17	1743
210-4600-52220	05-0000024	SHOREWOOD MUNICIPA	PRIVATE FIRE CONNECTIONS LIBRARY JU	06202016 LIB FIRE	06/30/16	16.88	1743
210-4600-52900	Cleaning and Pest Control	BATZNER PEST, INC.	PEST CONTROL SERVICE VILLAGE CENTER	2094612	06/29/16	5.88	23955
210-4600-52990	Other Service Contracts & Fee	RIVERSEDGE CATERING	JUNE LUNCHEON	9861	06/29/16	300.00	24022
210-4600-52990	Plastic Soup Spoons	AMAZON MKTPLACE PM	Plastic Soup Spoons	05/18/2016	06/30/16	50.85	1736
210-4600-52990	Sandwiches for essay contest	CHOCOLATE FACTORY Sh	Sandwiches for essay contest	05/10/2016	06/30/16	170.30	1736
210-4600-52990	Coffee	IN *FIDDLEHEADS COFFE	Coffee	05/11/2016	06/30/16	75.74	1736
210-4600-52990	May 18 Luncheon	IN *RIVERS EDGE CATERE	May 18 Luncheon	05/19/2016	06/30/16	506.00	1736
210-4600-52990	Pickles, Chips & Juice	METRO MARKET 000689	Pickles, Chips & Juice	05/05/2016	06/30/16	33.46	1736

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 210 Senior Services							
Dept 4600 Senior Services							
210-4600-52990	Ice & flowers	METRO MARKET 000689	Ice & flowers	05/13/2016	06/30/16	17.43	1736
210-4600-52990	fruit	TRADER JOE'S #711 QPS	fruit	05/09/2016	06/30/16	14.76	1736
210-4600-53120	Copy & Print Costs	CLARK GRAPHICS	AUGUST CALENDAR OF EVENTS	153349	06/29/16	201.00	23963
210-4600-53500	Dept/Program Supplies	KAISER, JUDITH	FLORAL CENTERPIECES	APRIL 2016	06/29/16	203.28	23992
210-4600-53500	Dept/Program Supplies	SUE PIERAGOSTINI	REIMBURSEMENT FOR FLOWERS	JUNE16	06/29/16	15.81	24037
210-4600-53500	Turtle Bike Bells, Toner, Coffe	AMAZON MKTPLACE PM	Turtle Bike Bells, Toner, Coffee Stirs, Coff	05/20/2016	06/30/16	119.23	1736
210-4600-53500	Alien Bike Bell	AMAZON MKTPLACE PM	Alien Bike Bell	05/19/2016	06/30/16	8.30	1736
210-4600-53500	Whale Bike Bells	AMAZON MKTPLACE PM	Alien Bike Bell	05/19/2016	06/30/16	17.20	1736
210-4600-53500	Giraffe Bike Bells	AMAZON MKTPLACE PM	Plastic Soup Spoons	05/18/2016	06/30/16	35.52	1736
210-4600-53500	Koala Bike Bells	AMAZON MKTPLACE PM	Plastic Soup Spoons	05/18/2016	06/30/16	62.20	1736
210-4600-53500	Alligator Bike bells	AMAZON MKTPLACE PM	Alligator Bike bells	05/17/2016	06/30/16	31.80	1736
210-4600-54000	Programming	BECK, KATHY L	CARD STAMPING	JULY 2016	06/29/16	50.00	23957
210-4600-54000	Programming	KNOWLEDGE VENTURES	HISTORY PROGRAM	JULY 2016	06/29/16	75.00	23994
210-4600-54000	Programming	SCHMEDEMAN, JANN	CARD STAMPING	JULY 2015	06/29/16	50.00	24025
210-4600-54000	April 29 Tour Luncheon	CHEZ JACQUES MILWAUK	April 29 Tour Luncheon	04/29/2016	06/30/16	720.00	1736
210-4600-54000	Transportation for April 29 To	CUSTOM LIMOUSINE 414	Transportation for April 29 Tour	04/27/2016	06/30/16	550.00	1736
210-4600-54140	Signs for Neighborhood of the	SIGNS NOW NEW BERLI	Signs for Neighborhood of the Year	05/06/2016	06/30/16	95.00	1736
210-4600-54900	Soil & peat pots for Gardens-t	STEIN'S GARDEN & HOM	Soil & peat pots for Gardens-to-go	04/29/2016	06/30/16	162.94	1736
210-4600-56130	Coffee Urn	AMAZON MKTPLACE PM	Plastic Soup Spoons	05/18/2016	06/30/16	64.95	1736
210-4600-56130	Extra Rails for wall display sys	IN *GALLERY SYSTEM AR	Extra Rails for wall display system in Villa	05/06/2016	06/30/16	65.61	1736
Total For Dept 4600 Senior Services						4,335.50	
Total For Fund 210 Senior Services						4,335.50	
Fund 220 Marketing & Communications							
Dept 6700 Marketing & Communications							
220-6700-54105	Bike Race	SHOREWOOD PRESS	CRITERIUM PRINTING	17042	06/29/16	70.00	24028
220-6700-54105	Bike Race	SHOREWOOD PRESS	CART CRITERIUM STREET CLOSURE DPW	17004	06/29/16	80.00	24028
220-6700-54110	Fourth Of July	GREATER MILWAUKEE M	MODEL T CARS JULY 4 2016	JUL 4 16	06/29/16	100.00	23977
220-6700-54110	Fourth Of July	JOLLY GIANTS ENTERTAIN	WACKY WHEELER 4TH OF JULY	JULY 4 2016	06/29/16	625.00	23988
220-6700-54110	Fourth Of July	JOLLY GIANTS STILT WAL	STILT WALKER JULY 4 2016	JULY 4 2016	06/29/16	150.00	23989
220-6700-54110	Fourth Of July	MOOD SWING BAND LLC	BAND JULY 4 16	JUL4 16	06/29/16	900.00	24007
220-6700-54110	Fourth Of July	PIONEER DRUM & BUGLE	MARCHING BAND JUL 4 2016	JUL 4 16	06/29/16	2,500.00	24013
220-6700-54110	Fourth Of July	RED HOT DIXIE	JAZZ BAND JUL 4 2016	JUL 4 16	06/29/16	700.00	24019
220-6700-54110	Fourth Of July	ROEDER, RANDY	ROCKING RANDY MUSIC JULY 4 2016	JUL 4 2016	06/29/16	225.00	24024
220-6700-54110	Fourth Of July	SHOREWOOD PRESS	4TH OF JULY POSTER	17031	06/29/16	26.00	24028
220-6700-54110	Fourth Of July	SHOREWOOD PRESS	4TH OF JULY POSTER	17024	06/29/16	30.00	24028
220-6700-54110	Fourth Of July	UW MARCHING BAND	MARCHING BAND JULY 4TH 2016	JULY 4 2016	06/29/16	2,100.00	24042
220-6700-54110	Fourth Of July	VOGT, CHRISTOPHER AAR	JUGGLER JULY 4 2016	JUL 4 16	06/29/16	250.00	24043
220-6700-54115	Summer Concert programs	SHOREWOOD PRESS	CONCERT SERIES	16951	06/29/16	28.00	24028
220-6700-56120	Used to store photos, articles	BC.BASECAMP 2870262 3	Used to store photos, articles and archive	05/23/2016	06/30/16	20.00	1736
220-6700-56120	Used to showcase Shorewood	ISSUU 844-477-8	Used to showcase Shorewood Today mag	05/20/2016	06/30/16	39.00	1736

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 220 Marketing & Communications							
Dept 6700 Marketing & Communications							
Total For Dept 6700 Marketing & Communications						7,843.00	
Total For Fund 220 Marketing & Communications						7,843.00	
Fund 400 General Capital Projects							
Dept 1100 Board							
400-1100-56360	Streetscape (Lights,Signs,Benc	BARBARA KIELY MILLER	WILSON DR PUBLIC COMMENT TRANSCRI	2462016	06/29/16	239.88	23954
400-1100-56360	Wilson Dr Open House suppli	UTRECHT ART 800447189	Wilson Dr Open House supplies	04/29/2016	06/30/16	33.70	1736
Total For Dept 1100 Board						273.58	
Dept 2100 Police							
400-2100-56400	Vehicles	BAYCOM INC	BAYCOM INVOICE 6-15-16	EQUIPINV_003131	06/29/16	3,295.00	23956
400-2100-56400	Vehicles	GENERAL COMMUNICATI	RAPTOR ANTENNA RADAR	226584	06/29/16	1,898.00	23975
400-2100-56400	Vehicles	GENERAL COMMUNICATI	SQ8 - JEEP SET-UP	226017	06/29/16	4,015.50	23975
400-2100-56400	Vehicles	GENERAL COMMUNICATI	SQ2 SET-UP	226540	06/29/16	354.00	23975
400-2100-56400	Vehicles	GENERAL COMMUNICATI	SQ2 SET-UP	226538	06/29/16	6,376.77	23975
Total For Dept 2100 Police						15,939.27	
Dept 3410 Street and Alley							
400-3410-56310	Regular Maintenance	NORTHERN LAKE SERVICE	WATER SAMPLES	296228	06/29/16	225.00	24010
400-3410-56321.16-01	Professional Fees Constructio	STRAND ASSOCIATES INC	2016 COMBINED SEWER	0120917	06/29/16	43,082.21	24035
Total For Dept 3410 Street and Alley						43,307.21	
Dept 3620 Parks and Beautification							
400-3620-56500.16-03	Land Improvements	SOLUTIONS 101 LLC	2016 BOARDWALK AT ATWATER PAYMEN	ATW BOARDWALK	06/29/16	60,986.67	24033
400-3620-56500.16-09	GHOST TRAIN PROJECT	AYRES ASSOCIATES INC	SHWD NIGHT TRAIN PUBLIC ART PROJECT	163838	06/29/16	1,222.00	23953
400-3620-56500.16-09	GHOST TRAIN PROJECT	CHEMISTRY IN PLACE	GHOST TRAIN EXPENSES FEBRUARY 2016	3-3100.00	06/29/16	290.03	23961
400-3620-56500.16-09	GHOST TRAIN PROJECT	CHEMISTRY IN PLACE	GHOST TRAIN EXPENSES MARCH 2016	4-3100-00	06/29/16	347.22	23961
400-3620-56500.16-09	GHOST TRAIN PROJECT	CHEMISTRY IN PLACE	GHOST TRAIN EXPENSES MAY 2016	6-3100.00	06/29/16	618.00	23961
Total For Dept 3620 Parks and Beautification						63,463.92	
Total For Fund 400 General Capital Projects						122,983.98	
Fund 430 TID No. 3 Capital							
Dept 6650 TID Projects							
430-6650-52160.14-08	Professional Fees Specific Dev	CONCORD CONSULTING	SHERMAN ASSOCIATES SENIOR LIVING AP	190231/01	06/29/16	9,767.50	23965
430-6650-52160.14-09	Professional Fees Specific Dev	CONCORD CONSULTING	HARBOR RETIREMENT PROJ LOAN SERVIC	190039/23	06/29/16	810.00	23965
Total For Dept 6650 TID Projects						10,577.50	
Total For Fund 430 TID No. 3 Capital						10,577.50	
Fund 600 Parking Utility							
Dept 0000							
600-0000-24213	Sales Tax Due State	WI DEPT OF REVENUE - S	SALES AND STADIUM TAX MAY 2016	MAY 2016	06/30/16	690.89	1751
Total For Dept 0000						690.89	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 600 Parking Utility							
Dept 3900 Parking							
600-3900-48900	Miscellaneous Revenue	WI DEPT OF REVENUE - S	SALES AND STADIUM TAX MAY 2016	MAY 2016	06/30/16	(10.00)	1751
600-3900-52930	CREDIT CARD EXPENSE	POINT N PAY	CREDIT CARD FEES WEB AND COUNTER	MAY 2016	06/30/16	201.18	1741
Total For Dept 3900 Parking						191.18	
Total For Fund 600 Parking Utility						882.07	
Fund 610 Water Utility							
Dept 0000							
610-0000-13110	WATER RES USAGE	DANIEL J RAYMONDS	UB refund for account: 01-00013174-00	06/20/2016	06/29/16	254.62	23966
Total For Dept 0000						254.62	
Dept 3710 Water Administration							
610-3710-46450	Utility Charges - Residential	WEISS, RICHARD	REFUND ACH PAYMENT TAKEN	3568 SUMMIT	06/29/16	32.64	24046
610-3710-52930	CREDIT CARD EXPENSE	POINT N PAY	CREDIT CARD FEES WEB AND COUNTER	MAY 2016	06/30/16	402.23	1741
610-3710-53100	Office Supplies	SHOREWOOD PRESS	WORK LOGS	16925	06/29/16	18.67	24028
610-3710-53100	LED SPOTLIGHT FOR WATER	AMAZON.COM AMZN.CO	LED SPOTLIGHT FOR WATER DEPT	04/29/2016	06/30/16	49.97	1736
610-3710-53121	Shared Copy Costs	CENTRAL OFFICE SYSTEM	COPIER CHARGE	135576	06/29/16	84.39	23960
610-3710-54150	Safety Expenses	CINTAS	SUPPLIES FOR MEDICAL CABINET	5005336308	06/29/16	62.17	23962
610-3710-54150	TRAINING COURSE	ATYOURPACEONLINE.CO	TRAINING COURSE	04/28/2016	06/30/16	30.00	1736
610-3710-54150	TRAINING COURSE	PAYPAL *AYPO LLC 402-9	TRAINING COURSE	04/27/2016	06/30/16	30.00	1736
Total For Dept 3710 Water Administration						710.07	
Dept 3730 Maint Mains							
610-3730-53500	Dept/Program Supplies	HALQUIST STONE COMPA	3/4" STONE	398505	06/29/16	177.01	23979
610-3730-53500	Dept/Program Supplies	HALQUIST STONE COMPA	3/4" STONE	115150	06/29/16	179.29	23979
610-3730-53500	Dept/Program Supplies	HD SUPPLY WATERWORK	SUPPLIES FOR WATER	622885	06/29/16	489.54	23980
610-3730-53500	Dept/Program Supplies	RCM	CLEAN FILL	160881	06/29/16	200.00	24018
Total For Dept 3730 Maint Mains						1,045.84	
Dept 3740 Maint Services							
610-3740-53500	Dept/Program Supplies	HD SUPPLY WATERWORK	SUPPLIES FOR WATER	622885	06/29/16	197.00	23980
610-3740-53500	Dept/Program Supplies	HD SUPPLY WATERWORK	SUPPLIES FOR WATER	F667844	06/29/16	556.00	23980
610-3740-53500	Dept/Program Supplies	NORTHERN LAKE SERVICE	WATER SAMPLES	296228	06/29/16	30.00	24010
610-3740-53500	REPLACEMENT FILTERS	AMAZON MKTPLACE PM	REPLACEMENT FILTERS	05/12/2016	06/30/16	312.64	1736
610-3740-53500	REPLACEMENT FILTERS	AMAZON MKTPLACE PM	REPLACEMENT FILTERS	05/12/2016	06/30/16	156.32	1736
610-3740-53500	BOTTLED WATER	METRO MARKET 000689	BOTTLED WATER	05/19/2016	06/30/16	6.00	1736
610-3740-53500	SHIPPING FOR WATER MOUN	THE UPS STORE 1971 SH	SHIPPING FOR WATER MOUNT FAUCETS	05/24/2016	06/30/16	81.58	1736
610-3740-53500	Dept/Program Supplies	SHOREWOOD MUNICIPA	PRIVATE FIRE CONNECTIONS VILLAGE JU	06202016 FIRE VIL	06/30/16	100.50	1743
Total For Dept 3740 Maint Services						1,440.04	
Dept 3790 Other Water							
610-3790-54740	Water Testing	NORTHERN LAKE SERVICE	WATER TESTING	296846	06/29/16	540.00	24010
610-3790-54740	Water Testing	NORTHERN LAKE SERVICE	WATER SAMPLES	296334	06/29/16	240.00	24010

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 610 Water Utility							
Dept 3790 Other Water							
Total For Dept 3790 Other Water						780.00	
Total For Fund 610 Water Utility						4,230.57	
Fund 620 Sewer Utility							
Dept 3810 Sewer Administration							
620-3810-46450	Utility Charges - Residential	WEISS, RICHARD	REFUND ACH PAYMENT TAKEN	3568 SUMMIT	06/29/16	20.45	24046
620-3810-52930	CREDIT CARD EXPENSE	POINT N PAY	CREDIT CARD FEES WEB AND COUNTER	MAY 2016	06/30/16	402.24	1741
620-3810-53100	Office Supplies	CENTRAL OFFICE SYSTEM	COPIER CHARGE	135576	06/29/16	84.38	23960
620-3810-53100	Office Supplies	SHOREWOOD PRESS	WORK LOGS	16925	06/29/16	18.66	24028
620-3810-53100	PRINTER CARTRIDGES	OFFICE DEPOT #141 MIL	PRINTER CARTRIDGES	05/16/2016	06/30/16	71.99	1736
620-3810-54150	Safety Expenses	CINTAS	SUPPLIES FOR MEDICAL CABINET	5005336308	06/29/16	62.16	23962
Total For Dept 3810 Sewer Administration						659.88	
Dept 3820 Sewer Maintenance							
620-3820-53400	Vehicle Maintenance	ALSCO	TOWELS FOR VEHICLES	1084383	06/29/16	26.15	23950
620-3820-53400	Vehicle Maintenance	TAPCO	DECALS FOR SEWER AND WATER	529642	06/29/16	164.00	24038
Total For Dept 3820 Sewer Maintenance						190.15	
Dept 3890 Other Sewer							
620-3890-56600.16-08	Utility Infrastructure	NORTHERN LAKE SERVICE	WATER SAMPLES	296228	06/29/16	75.00	24010
Total For Dept 3890 Other Sewer						75.00	
Total For Fund 620 Sewer Utility						925.03	
Fund 800 Tax Agency Fund							
Dept 0000							
800-0000-24200	Due to State	MILW CNTY TREASURER	TAX SETTLEMENT JUN 15, 2016	TAX SETTLE JUN 2	06/30/16	11,449.07	1738
800-0000-24300	Due to Milwaukee County	MILW CNTY TREASURER	TAX SETTLEMENT JUN 15, 2016	TAX SETTLE JUN 2	06/30/16	328,005.32	1738
800-0000-24510	Due to MATC	MILW AREA TECHNICAL C	TAX SETTLEMENT JUNE 15, 2016	TAX SET JUN 16	06/30/16	80,323.86	1737
800-0000-24520	Due to MMSD	MILW METRO SEWERAGE	TAX SETTLEMENT JUN 15 , 2016	TAX SET JUN 16	06/30/16	111,464.38	1739
800-0000-24600	Due to Shorewood School	SCHOOL DISTRICT OF SH	TAX SETTLEMENT JUN 15, 2016	TAX SET JUN 16	06/30/16	886,471.23	1742
800-0000-24610	Due to Whitefish Bay School	WHITEFISH BAY SCHOOL	TAX SETTLEMENT JUNE 15, 2016	TX SET JUN 16	06/30/16	205.02	1749
Total For Dept 0000						1,417,918.88	
Total For Fund 800 Tax Agency Fund						1,417,918.88	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
			Fund Totals:				
			Fund 100 General Fund			270,099.70	
			Fund 200 Library			7,202.00	
			Fund 210 Senior Services			4,335.50	
			Fund 220 Marketing & Communications			7,843.00	
			Fund 400 General Capital Projects			122,983.98	
			Fund 430 TID No. 3 Capital			10,577.50	
			Fund 600 Parking Utility			882.07	
			Fund 610 Water Utility			4,230.57	
			Fund 620 Sewer Utility			925.03	
			Fund 800 Tax Agency Fund			1,417,918.88	
			Total For All Funds:			<hr/> 1,846,998.23	



AT THE EDGE OF THE CITY AND  
THE HEART OF EVERYTHING

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

July 12, 2016

Victoria Lawrence  
6233 W. Silver Spring Drive  
Milwaukee WI 53218

Re: Your Claim Against the Village of Shorewood  
Date of Loss: June 10, 2016

Dear Ms. Lawrence:

Pursuant to Wisconsin Statute 893.80(1g), at its meeting on July 11, 2016, the Village Board of the Village of Shorewood considered your claim for damages, received on June 24, 2016, asserting damage to your vehicle due to a branch from a Village owned tree landing on your vehicle on June 10, 2016, and denied it in full.

No lawsuit may be brought on this claim against the Village or any of its officials, officers, agents, or employees after six (6) months from the date of receipt of this letter.

If you have any questions on this claim, contact the Village Manager's Office at 414.847.2702.

Sincerely,

Tanya O'Malley  
Village Clerk

xc: Nathan Bayer, Village Attorney  
Sarah Bourgeois, Statewide Insurance, Claims Adjuster  
PO Box 5555, Madison, WI. 53705-0555  
File



AT THE EDGE OF THE CITY AND  
THE HEART OF EVERYTHING

### VILLAGE CLERK'S MEMO

DATE: July 7, 2016

TO: Village Board

CC: Trustee Ann McKaig, Chair of the Judiciary, Personnel and Licensing Committee  
Judiciary, Personnel and Licensing Committee

FROM: Tanya O'Malley, Village Clerk/Treasurer

Re: Appointments for Village Boards, Commissions, and Committees

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#### **BACKGROUND**

On June 6, 2016, June 16, 2015, and June 20, 2016, the Judiciary, Personnel, and Licensing Committee interviewed applicants for appointments for Village Boards, Committees, and Commissions. After the interviews the Judiciary, Personnel, and Licensing Committee directed the Village Clerk-Treasurer to place the following appointments on the July 11, 2016 agenda for approval by the Village Board:

- Board of Appeals – Beth Aldana, move to regular position, term expiration 2018
- Board of Appeals – Adam Burns, 1<sup>st</sup> Alternate, term expiration 2019
- Board of Appeals – Carlos Pastrana, 2<sup>nd</sup> Alternate, term expiration 2017
- Conservation Committee – Caroline Kuebler, term expiration 2018
- Elder Services Advisory Board – Priscilla Sharpless, term expiration 2018
- Public Art Committee – Jon Krouse, term expiration 2017

#### **SUGGESTED MOTIONS**

Move to confirm the appointments as listed on the Consent Agenda.



June 28, 2016

To: Public Safety Committee  
Village Board

From: Ericka Lang, Planning Director

**RE: Outdoor Dining Special Privilege application**

The Planning & Development Department received an application for outdoor seating within the public right-of-way Nino's Southern Sides food establishment at 4475 N. Oakland Avenue. The special privilege application requires a seating plan and liability insurance, as provided.

Staff reviewed the application and clarified that there will be a minimum of five feet pedestrian clearance as stated on the application.



# APPLICATION FOR SPECIAL PRIVILEGE APPROVAL

Village of Shorewood  
Date: 10/20/16 11:40:19 AM  
Ref: 00026680  
Receipt: 118616  
Amount: \$50.00

Village of Shorewood  
Planning & Development Department  
3930 N. Murray Avenue, Shorewood, WI 53211  
Phone (414) 847-2640 Facsimile (414) 847-2648  
[www.villageofshorewood.org](http://www.villageofshorewood.org)

26680

<b>OFFICE USE ONLY</b>	<b>FEE</b> \$50.00
Permit ID 16-1091	Received 10-20-16
Insurance Certificate Exp. 10-28-16	
P & D Approval	
Village Board Date	Approved Y N

**Approval by the Village Board of Trustee's is required before any temporary or permanent object is placed within the public way throughout the Village of Shorewood, including overhanging objects according to provisions of Section 66.0425 of the Wisconsin Statutes.**

Property Address: 4475 Oakland	
Description of Improvement:	
Reason for Improvement:	
Is this petition for the approval of <b>OUTDOOR CAFÉ SEATING?</b> YES NO	
Total number of outdoor seats: 30	
APPLICANT INFORMATION	PROPERTY OWNER INFO (if different from applicant)
Name NINO'S SOUTHERN SIDES	Name BK. YUN
Address 4475 N. OAKLAND AVE	Address 4477 N. OAKLAND AVE
City/State/Zip SHOREWOOD WI	City/State/Zip
Phone (414) 964-3663 Alt. Phone (414) 248-9951	Phone Alt. Phone
Email ODELL.ROBINSON@YAHOO.COM	Email

### Material Submission

- A certificate of liability insurance in the sum of \$100,000 - \$300,000 bodily injury, and \$25,000 property damage, insuring the Village against any liability that might arise by reason of this privilege must be filed with this application. This certificate must be kept current throughout the existence of this privilege.
- In case of outdoor seating, the petitioner is required to submit a map indicating the proposed layout/plan of any furniture, planters, or other materials to be placed within the public right-of-way. The plan shall clearly indicate the location and number of tables, chairs, and any other materials (including the measured distance from building to curb and the width of the open sidewalk). Dimensions of all materials must be included. The size, location, and number of items may not be increased from that which is approved.

**Read below and sign for explanation of terms and conditions of special privilege approval.**

### Conditions for Special Privilege Approval

- The petitioner agrees to comply with all laws of the State of Wisconsin and all ordinances of the Village of Shorewood, to abide by any order or resolution of the Village Board affecting this privilege, to be primarily liable for damages to person or property by reason of granting such privilege, and to hold the Village of Shorewood harmless from any or all liability.
- The petitioner agrees to remove said privilege whenever public necessity so requires or when ordered upon resolution adopted by the Village Board.
- The petitioner agrees that the Village of Shorewood, its employees, agents or representatives, shall be held harmless from all liability for injury to the previously mentioned property and damages accruing there from by acts of any Village employees, agents, or representatives in carrying on their assigned duties in such capacity of employment, on the property above described.

Petitioner agrees that if in the opinion of the Planning & Zoning Administrator of the Village of Shorewood, the privileges, projections or encroachments permitted herein become out of repair, unsafe or unsightly, and upon receipt of written notice thereof, petitioner will, within five (5) days from the receipt thereof, maintain, repair, or remove such privilege, projection or encroachment at petitioner's expense. It is further agreed and understood that should petitioner fail to comply with said notice to maintain, repair or remove said privilege, projection or encroachment, the Village of Shorewood will have the right to maintain, repair or remove such privilege, projection or encroachment and charge the cost of same to petitioner or property owner.

5. Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition (subject to the approval of the Planning & Zoning Administrator), any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.

**Outdoor Seating within the Public Right-of-Way**

1. A minimum of **five (5)** feet of the **six-foot** public sidewalk shall remain unobstructed at all times. This shall be a guideline subject to the discretion of the Planning & Development Department and, finally, the Village Board in authorizing such a permit.
2. Tables, chairs, planters, and other items may be located on both sides of the public sidewalk only if Requirement #1 can be completely satisfied and such use was indicated and approved in the original application for the Outdoor Seating Permit.
3. No seating shall be allowed within a designated curbside bus stop area.
4. Seating may extend beyond the petitioner's property lines with the written approval of the adjacent property and/or business owners.
5. Any area provided by this permit shall be used and/or occupied during the specified times:
  - a. Sunday through Thursday until 10 p.m.
  - b. Friday through Saturday until 11 p.m.
 Anyone wishing to use this permit beyond the hours given requires approval from the Village Board of Trustees.
6. The petitioner may request that public street furniture be removed from the immediate area by the Shorewood Department of Public Works. Public street furniture **will not** be moved or rotated on a seasonal basis.
7. The petitioner must cooperate with and be responsive to the Shorewood Department of Public Works (DPW) so that the DPW may efficiently complete tasks and activities related to cleaning and maintenance of the right-of-way.
8. The petitioner shall make arrangements for proper litter control and removal of waste generated by dining patrons. Public waste receptacles will not be provided for this purpose. Sidewalks and public areas must be kept clean and clear of debris.
9. All applicable fees shall be submitted with the Special Privilege permit application. Permits shall be issued on or after April 1 of each calendar year. All permits, regardless of issue date, shall expire on December 31 of the year of issuance. Applications for renewal shall be made in the same manner as the original application. Permits are not transferable or assignable.
10. Violations of the above shall be investigated by the Planning & Development Director. Any violations brought to the attention of the petitioner shall be corrected within a reasonable period of time as determined by the Director. Violations not corrected within five (5) days from being cited or advised of a violation shall be considered uncorrected. Three (3) uncorrected violations shall result in the loss of outdoor seating in the public way.

As the petitioner, I have read the above and agree to all of the conditions. I further agree to inform my employees/staff of these requirements if applicable.

*Orville Robinson*

Signature

*6/20/16*

Date



## Outdoor Seating Agreement

Submit this form with your Special Privilege application if your business has outdoor seating plans that have been approved in 2015 by the Village Board and are on file with the Planning & Development Department.

A new plan is required if seating arrangements will be different from the previous season.

I, ODELL ROBINSON, agree that the outdoor seating plans that the  
(Please Print)

Village of Shorewood has on file from the 2015 outdoor dining season for business

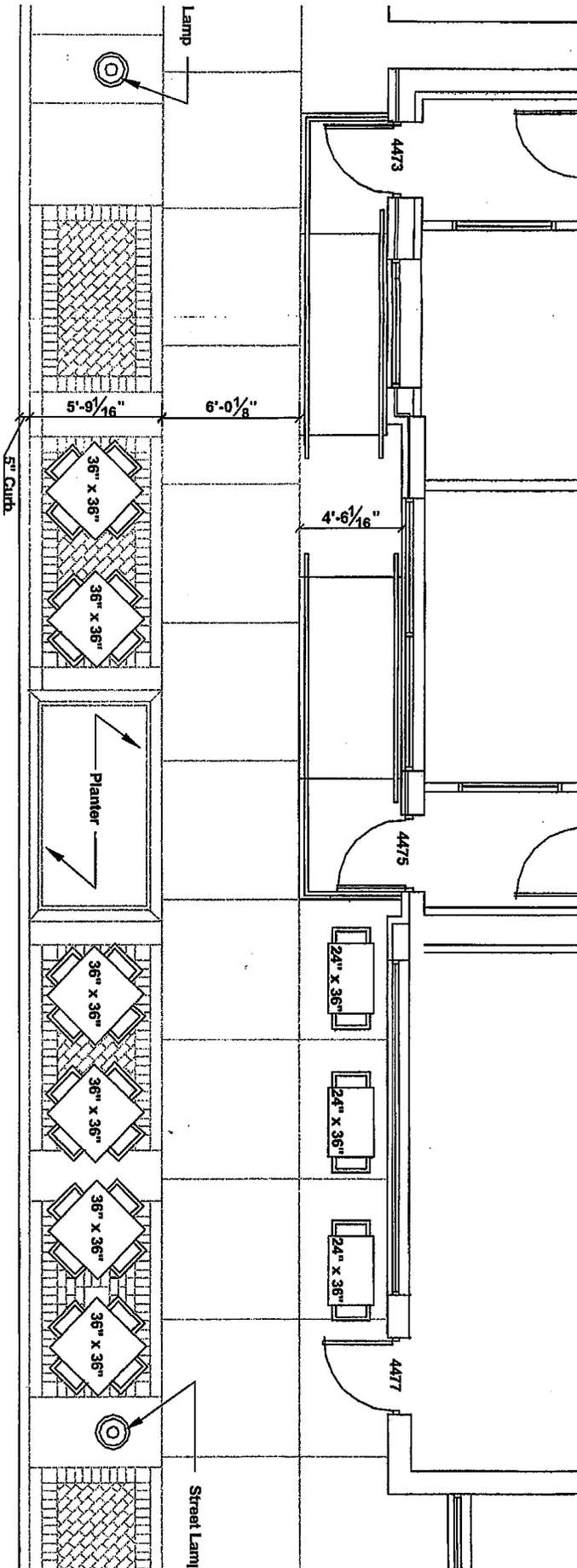
NINU'S SOUTHERN SIDES located at 4475 N. OAKLAND AVE.  
(business name) (business address)

will remain the same and not be altered for the 2016 outdoor dining season.

No seating plan is required to be submitted if no changes are made to the previous years approved plans.

Odell Robinson  
Signature

6/20/16  
Date



# Oakland Avenue



(3) 4-TOPS  
 (2) 2-TOPS

SK1

AL CALDERONE PIZZA  
 4475 NORTH OAKLAND AVENUE

SENZA FINE' DESIGN  
 ARCHITECTURE - INTERIOR DESIGN

June 28, 2016



To: Public Works Committee  
Village Board

From: Ericka Lang, Planning Director

**RE: Special Privilege for Plantings in public way at 3839 Murray**

Property owner Linda Murphy at 3839 N. Murray Avenue recently replaced a low retaining wall along the sidewalk within the public way and does not have a special privilege permit on file with the Village.

Analysis

The public right-of-way for this property begins 4 feet back from the interior edge of the sidewalk. There are mature trees all within the PROW along the Shorewood Blvd side of the corner property. There has also been a low retaining wall for some time.

The Village's Special Privilege Permit Policy #24 grants the planning and development director authority to approve these applications for carriage walks, sprinklers and select plantings. All other items in the public way shall be approved by the Village Board. Staff determined this item should be considered by the Village Board because of the recent material replacement for the low retaining wall. Staff does not seek out existing plantings to determine if a Special Privilege application is on file; however, when we observe new items or improvements, we do require approval.

A Certificate of Liability has not yet been provided.

**Suggested motion:**

Motion to approve the side yard plantings and low retaining wall within the public way as presented, at property 3839 N. Murray Ave.



# APPLICATION FOR SPECIAL PRIVILEGE APPROVAL

Village of Shorewood  
Planning & Development Department  
3930 N. Murray Avenue, Shorewood, WI 53211  
Phone (414) 847-2640 Facsimile (414) 847-2648  
[www.villageofshorewood.org](http://www.villageofshorewood.org)

Village of Shorewood  
Date: 10/19/16 9:03 PM  
Ref: 00026681  
Receipt: 118684  
Amount: \$50.00

26681

<b>OFFICE USE ONLY</b>	<b>FEE</b> \$50.00
Permit ID 16-1092	Received 6-20-16
Insurance Certificate Exp.	
P & D Approval	
Village Board Date	Approved Y N

**Approval by the Village is required before any temporary or permanent object is placed within the public way throughout the Village of Shorewood, including overhanging objects according to provisions of Section 66.0425 of the Wisconsin Statutes.**

Property Address: 3839 N MURRAY AVE	
Description of Improvement:	
Reason for Improvement: REPLACE OLD LANDSCAPE TIMBERS ON CORNER OF PROPERTY and have existing trees in public way	
Is this petition for the approval of <b>OUTDOOR CAFÉ SEATING?</b>	CIRCLE YES <input type="radio"/> <b>NO</b> <input checked="" type="radio"/>
Total number of outdoor seats:	
APPLICANT INFORMATION	PROPERTY OWNER INFO (if different from applicant)
Name LINDA MURPHY	Name
Address 3839 N MURRAY	Address
City/State/Zip SHOREWOOD WI 53211	City/State/Zip
Phone 414 9630151 Alt. Phone	Phone Alt. Phone

### Material Submission

- A certificate of liability insurance in the sum of \$100,000 - \$300,000 bodily injury, and \$25,000 property damage, insuring the Village against any liability that might arise by reason of this privilege must be filed with this application. This certificate must be kept current throughout the existence of this privilege.
- In case of outdoor seating**, the petitioner is required to submit a map indicating the proposed layout/plan of any furniture, planters, or other materials to be placed within the public right-of-way. The plan shall clearly indicate the location and number of tables, chairs, and any other materials (including the measured distance from building to curb and the width of the open sidewalk). Dimensions of all materials must be included. The size, location, and number of items may not be increased from that which is approved.

**Read below and sign for explanation of terms and conditions of special privilege approval.**

### Conditions for Special Privilege Approval

- The petitioner agrees to comply with all laws of the State of Wisconsin and all ordinances of the Village of Shorewood, to abide by any order or resolution of the Village Board affecting this privilege, to be primarily liable for damages to person or property by reason of granting such privilege, and to hold the Village of Shorewood harmless from any or all liability.
- The petitioner agrees to remove said privilege whenever public necessity so requires or when ordered upon resolution adopted by the Village Board.
- The petitioner agrees that the Village of Shorewood, its employees, agents or representatives, shall be held harmless from all liability for injury to the previously mentioned property and damages accruing there from by acts of any Village employees, agents, or representatives in carrying on their assigned duties in such capacity of employment, on the property above described.
- Petitioner agrees that if in the opinion of the Planning & Zoning Administrator of the Village of Shorewood, the privileges, projections or encroachments permitted herein become out of repair, unsafe or unsightly, and upon receipt of written notice thereof, petitioner will, within five (5) days from the receipt thereof, maintain, repair, or remove such privilege, projection or encroachment at petitioner's expense. It is further agreed and understood that should petitioner fail to comply with said notice to maintain, repair or remove said privilege, projection or encroachment, the Village of Shorewood will have the right to maintain, repair or remove such privilege, projection or encroachment and charge the cost of same to petitioner or property owner.

**Continue to Page Two – Signature Required**

5. Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition (subject to the approval of the Planning & Zoning Administrator), any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.

### Outdoor Seating within the Public Right-of-Way

1. A minimum of **five (5)** feet of the **six-foot** public sidewalk shall remain unobstructed at all times. This shall be a guideline subject to the discretion of the Planning & Development Department and, finally, the Village Board in authorizing such a permit.
2. Tables, chairs, planters, and other items may be located on both sides of the public sidewalk only if Requirement #1 can be completely satisfied and such use was indicated and approved in the original application for the Outdoor Seating Permit.
3. No seating shall be allowed within a designated curbside bus stop area.
4. Seating may extend beyond the petitioner's property lines with the written approval of the adjacent property and/or business owners.
5. The petitioner may request that public street furniture be removed from the immediate area by the Shorewood Department of Public Works. Public street furniture **will not** be moved or rotated on a seasonal basis.
6. The petitioner must cooperate with and be responsive to the Shorewood Department of Public Works (DPW) so that the DPW may efficiently complete tasks and activities related to cleaning and maintenance of the right-of-way.
7. The petitioner shall make arrangements for proper litter control and removal of waste generated by dining patrons. Public waste receptacles will not be provided for this purpose.
8. All applicable fees shall be submitted with the Special Privilege permit application. Permits shall be issued on or after April 1 of each calendar year. All permits, regardless of issue date, shall expire on December 31 of the year of issuance. Applications for renewal shall be made in the same manner as the original application. Permits are not transferable or assignable.
9. Violations of the above shall be investigated by the Planning & Development Director. Any violations brought to the attention of the petitioner shall be corrected within a reasonable period of time as determined by the Director. Violations not corrected within five (5) days from being cited or advised of a violation shall be considered uncorrected. Three (3) uncorrected violations shall result in the loss of outdoor seating in the public way.

As the petitioner, I have read the above and agree to all of the conditions. I further agree to inform my employees/staff of these requirements if applicable.

Linda Murphy  
Signature

LINDA MURPHY  
Print name

JUNE 20, 2016  
Date

RESIDENTIAL INSPECTION REPORT  
ACTION REQUIRED





AT THE EDGE OF THE CITY AND  
THE HEART OF EVERYTHING

### VILLAGE CLERK'S MEMO

DATE: July 7, 2016  
TO: Judiciary, Personnel and Licensing Committee  
Village Board  
FROM: Tanya O'Malley, Village Clerk/Treasurer  
Re: Street Festival Permit Applications

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#### **BACKGROUND**

The Village has received an application for Street Festival Permit from the following:

- Camp Bar Packer Kick-Off Party, 4000 block of N Oakland, September 11, 2016

Staff has reviewed these requests and does not have any concerns.

#### **RECOMMENDATION**

Grant the permit listed in the Consent Agenda as presented.

VILLAGE OF SHOREWOOD  
3930 N MURRAY AVENUE  
SHOREWOOD WI 53211  
Telephone 847-2601

**APPLICATION FOR STREET FESTIVAL PERMIT – Fee \$100**

Total Paid \$ 100<sup>00</sup> Date Received: 6-22-16  
Permit # \_\_\_\_\_ Certificate of Insurance: \_\_\_\_\_  
List of Vendors Received \_\_\_\_\_

This application must be completed and filed with the Village Clerk not less than 60 days before the date of the planned event.

Please Type or Print Legibly ALL INFORMATION in Black:

Applicant Name Paul Hackbarth  
Applicant Address 4044 N. Oakland  
Business Phone 414-962-5182 Home Phone 262-719-7955  
Date, or series of recurring dates within 2-month period, of event 9-11-16

Actual starting time of event: 11am Actual ending time of event: 4pm

Proposed location of the street festival: 4000 block of N. Oakland

Delineate the location of the borders of the area intended to be used: North of Elm Dale  
to south of Kenmare on Oakland Ave.

Describe types of merchandise to be sold: ~~beer~~ beer

List marketing methods to be used: \_\_\_\_\_

Describe public need or convenience, appropriateness of location, and public safety factors affected such as noise, litter, congestion, impediment to traffic/travel:

There will be a Jumbotron projecting Packers game.  
Clean up will be handled by comp Bar. Businesses will  
still have access through Elm Dale and Kenmare  
and adjacent alleys.

(over)

The applicant agrees to restore the designated area to as near the present condition as possible as determined by the Village including but not limited to the removal of all rubbish and debris; in the event that cleanup and restoration is not done to the satisfaction of the Village and after notice seeking compliance, the Village may proceed to do so; any costs incurred by the Village to clean and restore the designated area will be paid by the applicant.

Attached is a list of all persons and their respective permanent addresses, who have obtained permission from the festival applicant to sell goods or take orders for the later delivery of goods within the designated area of the street festival. This list shall be finalized no later than 2 working days prior to each event for all non-food vendors and 7 working days for food vendors.

The applicant agrees to defend, indemnify and save harmless the Village from and against all liabilities, claims, demands, judgments, losses and all suits at law or in equity, costs and expenses, including reasonable attorney fees, for injury or death of any person or loss or damage to the property of any person, firm, organization or corporation, including both parties hereto and their agents and employees, arising from the holding of such street festival.

\* The applicant will submit proof of general liability coverage for not less than \$1,000,000 and provide an original Certificate of Insurance, naming the Village of Shorewood as an additional insured party.

I have read and fully understand the Street Festival Permit instructions.

Signature of Applicant: \_\_\_\_\_  
Title/Position \_\_\_\_\_ *owner*

Date: 6/23/16

Approvals:

Police Chief \_\_\_\_\_ Date \_\_\_\_\_

Director of Public Works \_\_\_\_\_ Date \_\_\_\_\_

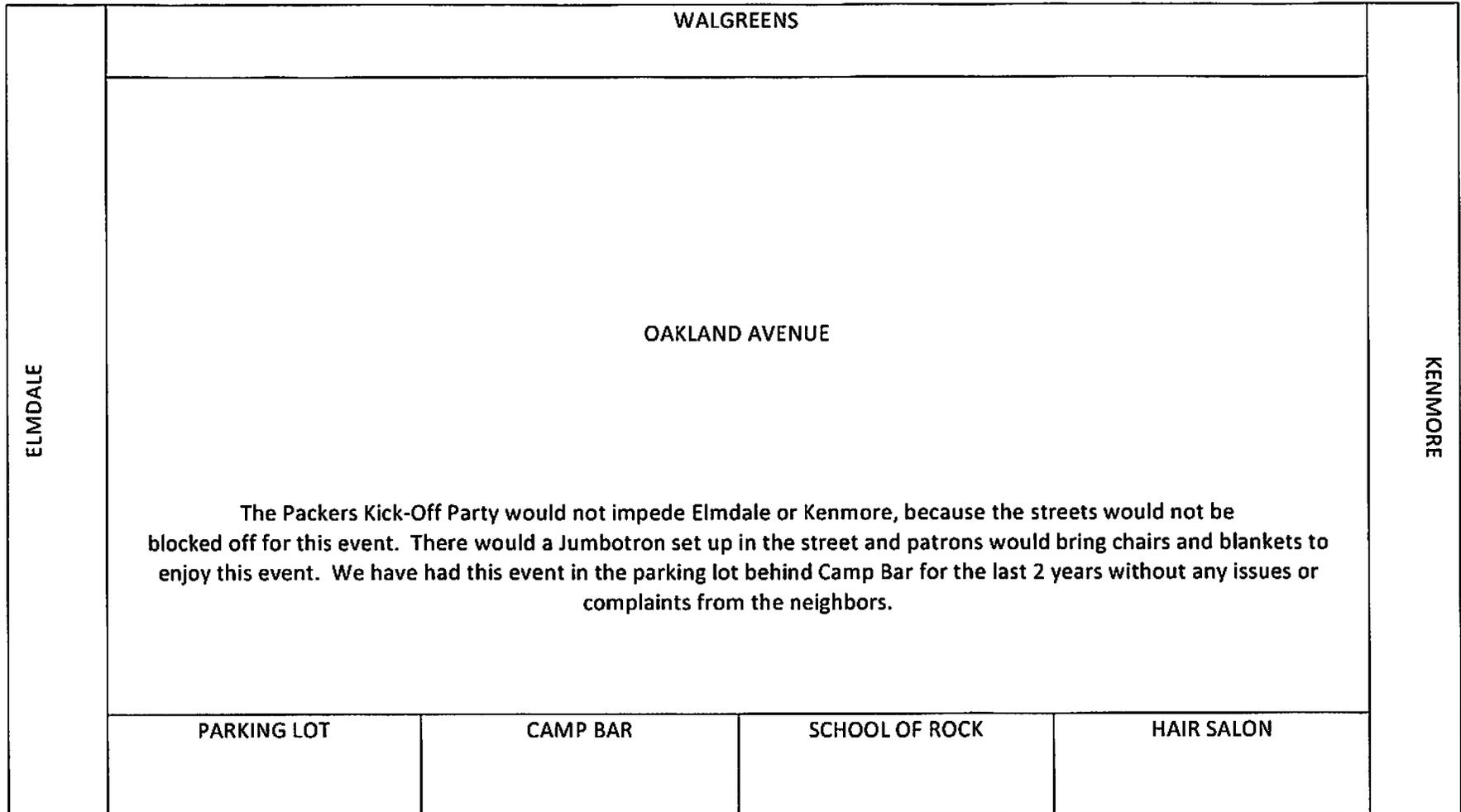
Dept of Community Development \_\_\_\_\_ Date \_\_\_\_\_

Health Dept. \_\_\_\_\_ Date \_\_\_\_\_

Submitted to Village Board for approval 30 days in advance of event: \_\_\_\_\_

Village Board approval: \_\_\_\_\_

Proposed Layout for Packers Kick-Off 9/11/2016





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME	
Provident Insurance Group 9323 W. Greenfield Ave		PHONE (A/C No. Ext) (414)810-3520	FAX (A/C. No) (414)810-3515
West Allis WI 53214		E-MAIL ADDRESS	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED		INSURER A Wilson Mutual	
Sound By Design, LLC 4042 N Oakland Ave Shorewood, WI 53211		INSURER B Wilson Mutual	
		INSURER C Wilson Mutual	
		INSURER D Travelers Insurance	
		INSURER E	
		INSURER F	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			32.011953-70	9/21/2015	9/21/2016	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCLR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE \$ 2,000,000				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRODUCTS - COMPROP AGG \$ 2,000,000				
							\$	
B	AUTOMOBILE LIABILITY			32.011953-70	9/21/2015	9/21/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	N	N				BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			32.011953-70	9/21/2015	9/21/2016	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR	N				N	AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE						\$
							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB6C858155	1/1/2016	1/1/2017	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				N	E L EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E L DISEASE - EA EMPLOYEE \$ 500,000
								E L DISEASE - POLICY LIMIT \$ 500,000
A	Leased & Rented Equipment	N	N	32.011953-70	9/21/2015	09/21/2016	\$ 10,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Village of Shorewood is endorsed as additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

The Village of Shorewood 3930 N. Murray Avenue  Shorewood WI 53211	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2010/05)

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AT THE EDGE OF THE CITY AND  
THE HEART OF EVERYTHING

### VILLAGE CLERK'S MEMO

DATE: July 7, 2016  
TO: Judiciary, Personnel and Licensing Committee  
Village Board  
FROM: Tanya O'Malley, Village Clerk/Treasurer  
Re: Temporary Cabaret License Applications

---

#### **BACKGROUND**

The Village has received an application for Temporary Cabaret License from the following:

- Camp Bar Packer Kick-Off, 4000 block of N Oakland, September 22, 2016

Staff has reviewed these requests and does not have any concerns.

#### **RECOMMENDATION**

Grant the license listed in the Consent Agenda as presented.

VILLAGE OF SHOREWOOD  
3930 N MURRAY AVENUE, SHOREWOOD WI 53211

APPLICATION FOR CABARET LICENSE                      3-day License: \$40

To the Village Board of the Village of Shorewood, Wisconsin

OFFICE USE ONLY

I hereby make application for a Cabaret License in the Village of Shorewood, Wisconsin, from 9/11/16 through 9/11/16 (unless sooner revoked) pursuant to the provisions and limitations of Wisconsin Statutes and Village Ordinance 1052, and hereby agree to comply with all laws, resolutions, ordinances and regulations affecting said activity, if a license be granted me

New \_\_\_ Renew \_\_\_  
Permit # \_\_\_\_\_  
Date Issued \_\_\_\_\_

PLEASE TYPE or PRINT IN BLACK INK, ALL INFORMATION

Full Name of Applicant: Paul Hackett

Home Address: 3453 N. Hackett

Phone Number: 262 719 7955

Driver's Liense Number H216-6536-4019-09

Trade Name: Camp Bar

Business Address: 4044 N. Oakland Ave

Mailing Address [if different]: \_\_\_\_\_

Name & Address of Owner of Premises: Paul Hackett

Are you acting as agent for anyone? No If yes, please explain:

Do you intend to provide dancing facilities for your customers? No

Describe the type of instrumental music you intend to provide: Jambotron

Name of Group Performing: \_\_\_\_\_

Have you had previous experience in operating a restaurant and/or bar that provided instrumental music and dancing? \_\_\_\_\_

If yes, please list the location and dates of such operation: \_\_\_\_\_

Do you presently hold or have an application on file for any other license in the Village of Shorewood? yes

If yes, please indicate type liquor license

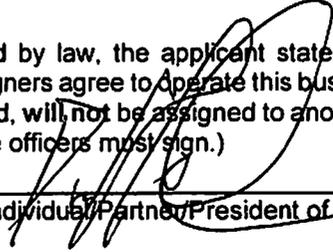
Have you ever been convicted of violating any Federal Law? No State Law? No Local Ordinance? No

If yes, please give details: \_\_\_\_\_

(OVER)

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that the aforementioned information is correct to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license, if granted, will not be assigned to another. (Individual applicants and each member of a partnership must sign, designated corporate officers must sign.)

6/22/16

  
\_\_\_\_\_  
Individual/Partner/President of Corporation

\_\_\_\_\_  
Partner/Secretary of Corporation

\_\_\_\_\_  
Partner/Agent or Premise Manager for Corporation

\*\*\*\*\*  
**OFFICE USE ONLY**

Police Chief Approval \_\_\_\_\_ Date \_\_\_\_\_

Building Inspector Approval \_\_\_\_\_ Date \_\_\_\_\_

Approved by Village Board \_\_\_\_\_

Page 2 of 2 - 3-day Cabaret License Application



AT THE EDGE OF THE CITY AND  
THE HEART OF EVERYTHING

### VILLAGE CLERK'S MEMO

DATE: July 7, 2016  
TO: Judiciary, Personnel and Licensing Committee  
Village Board  
FROM: Tanya O'Malley, Village Clerk/Treasurer  
Re: Temporary Extension Request Class "B" Premises

---

#### **BACKGROUND**

The Village has received an application for Temporary Extension Request Class "B" Premises from the following:

- Camp Bar Packer Kick-Off Party, 4000 block of N Oakland, September 11, 2016

Staff has reviewed this request and does not have any concerns.

#### **RECOMMENDATION**

Grant the request listed in the Consent Agenda as presented.



TEMPORARY EXTENSION REQUEST CLASS "B" OR "C" PREMISES
VILLAGE OF SHOREWOOD, 3930 N MURRAY AVENUE, SHOREWOOD, WI 53211

Village Clerk's Office - 414-847-2608

Name of Event: Parkers Kick Off Event

List date(s) and time(s) of event:

If dates are not consecutive, then separate applications are required to be filed. The hours allowed under an issued special event permit supersede any hours granted with the temporary extension.

- 1. DATE 9/11/16 STATE TIME 11 END TIME 4
2. DATE STATE TIME END TIME
3. DATE STATE TIME END TIME
4. DATE STATE TIME END TIME

Licensee (List name of individual; partners, if partnership; or agent, if a Corporation or LLC):

Paul Heckberth

Corporation or LLC Name if Applicable:

Business Name: Camp Bad

Business Address (include zip code): 4044 N. Oakland Ave

Optional Mailing Address (Include City, State, Zip Code): Shorewood, WI 53211

Identify the specific area(s) for which the temporary extension of premises permit is requested.

Check (✓) all that apply, and list for each the relationship of the area to the premises (Example: north side, 2nd floor, etc.).

Important: All area(s) listed must be contiguous (in direct contact) with the licensed premises.

I own the area(s). I lease the area(s). [X] I will obtain a street festival permit for the area.

I have permission from a special event organization to use the area(s).

Will you be putting up tents 10 x 10 or larger? Yes No [X]

Will you be putting up any temporary construction, such as a stage? Yes No [X]

Will the event include the outside performance of live music/entertainment? [X] Yes No

If "yes" list performance times: 11am Start time 4pm End time

Note: \*A Street Festival Permit is required if blocking off any portion of the street. A Special Privilege Permit is required for use of Village owned property.

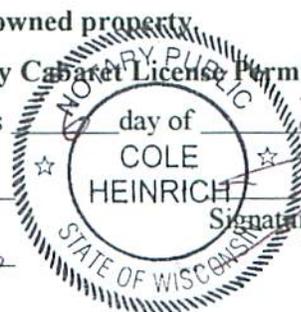
\*\*Please complete a Temporary 3-day Cabaret License Permit if music/entertainment is part of your event.

Subscribed and Sworn to before me this 11 day of July, 2016

[Signature]

Notary Public, State of Wisconsin

My Commission Expires 9/25/16



[Signature] Signature of Applicant



**MINUTES - SHOREWOOD BOARD OF TRUSTEES**  
**Village Board Meeting**  
**June 20, 2016**

**Draft**

1. Call to Order  
President Johnson called the meeting of the Village Board to order at 7:48 p.m. in Village Hall.
2. Roll Call  
President Johnson called the roll. Present: Trustees Davida Amenta, Tammy Bockhorst, Michael Maher, Ann McKaig, Allison Rozek, Paul Zovic.  
  
Others Present: Village Attorney Nathan Bayer, Village Manager Chris Swartz, Assistant Village Manager Tyler Burkart, Clerk-Treasurer Tanya O'Malley, Police Chief Peter Nimmer, Finance Director Mark Emanuelson, Public Works Director Leeann Butschlick, Library Director Rachel Collins, Senior Resource Center Director Elizabeth Price, Planning and Development Director Ericka Lang
3. Statement of Public Notice  
Clerk O'Malley stated that the meeting had been posted and noticed according to law.
4. Consent Agenda Items
  - a. Presentation of Accounts June 20, 2016
  - b. "Class A" Fermented Malt Beverage and Intoxicating Liquor Licenses
    1. Russian Food & Gifts LLC d/b/a Russian Food & Gifts, Agent Nikolay Rogovskiy, 3557 N Oakland Ave
    2. Shorewood Liquor LLC d/b/a Kensington Liquor, Agent, Keith Marquardt, 4496 N Oakland Ave
  - c. Class "B" Fermented Malt Beverage Licenses
    1. Benji's Deli LLC d/b/a Benji's Deli, Agent Michael Price, 4156 N Oakland Ave
  - d. "Class B" Fermented Malt Beverage and Intoxicating Liquor Licenses
    1. North Shore Post 331 Ltd. d/b/a North Shore Post 331, Agent Michael Braun, 4121 N Wilson Drive
  - e. Reserve Class "B" Fermented Malt Beverage and Intoxicating Liquor Licenses
    1. Mega Marts, LLC d/b/a Metro Market #6893, Agent Anthony Kuchinsky, 4075 N Oakland Ave
  - f. Annual Cabaret Licenses
    1. Michael Braun, North Shore Post 331, 4121 N Wilson Drive
  - g. Cigarettes/Tobacco Product Licenses
    1. Spring East LLC, d/b/a BP-Pantry 41, 1604 E Capitol Drive
    2. Shorewood Liquor LLC d/b/a Kensington Liquor, 4496 N Oakland Ave
    3. Mega Marts LLC d/b/a Metro Market #6893, 4075 N Oakland Ave
  - h. Second Hand Article Dealer Licenses
    2. Rethreads LLC, Jacqueline Iribarren, 1920 E Capitol Drive
  - i. Appointments to Village Boards, Commission, and Committees
    1. Plan Commission – Eric Couto, term expiration 2019
    2. Plan Commission – Kari Smith, term expiration 2019
    3. Pedestrian & Bicycle Safety – Jennifer Baynes Picciolo, term expiration 2019
    4. Pedestrian & Bicycle Safety – Daniel Weber-Schulz, term expiration 2017

5. Pedestrian & Bicycle Safety – Matt Peaslee, term expiration 2019

6. Design Review Board – Michael Skauge, term expiration 2019

Tr. Amenta requested the removal of item i.7.

Tr. Maher requested the removal of item h.1.

Tr. Bockhorst moved, seconded by Tr. Zovic to approve the amended consent agenda. Motion carried 7 – 0.

5. Items removed from the Consent Agenda

4.h.1. Second Hand Article Dealer Licenses - Swanky Seconds LLC Allison Rozek, 2223 E Capitol Drive

Tr. Maher moved, seconded by Tr. Bockhorst to approve the Second Hand Article Dealer License for Swanky Seconds. With Tr. Rozek abstaining, motion carried 6 – 0.

4.i.7. Elder Services Advisory Board – John Hein, term expiration 2017

Tr. McKaig stated that Mr. Hein had an interview with the JPL Committee. He had served in the past on the Elder Services Advisory Board and had termed out several years ago. He holds a background that is very helpful to the organization.

Tr. Amenta stated that situations like this needed to be included in an evaluation of the policy on appointments. Mr. Hein had served for a number of years already and would now be eligible for another 9 years.

Tr. McKaig moved, seconded by Tr. Maher to appoint John Hein to the Elder Services Advisory Board. With Trustees Amenta and Rozek voting nay, motion carried 5 – 2.

6. June 6, 2016 Village Board Minutes

Tr. Maher requested that the word “video” be inserted before “recorded” in item 9.b., third paragraph.

Tr. Bockhorst moved, seconded by Tr. Maher to approve the amended June 6, 2016 minutes. Motion carried 7 – 0.

7. Citizens to be heard - None

8. Update on Plein Air

Jenny Heyden presented an update on Plein Air. It will be a one day event on Saturday, September 17, 2016 and will include the rededication of the Plensa.

9. Presentation – Environmental Impact Southeast Combined Sewer Area Project

Mark Kolczaski, Baxter Woodman, Joe Johnston, MWH, and John Steinback, Baxter Woodman presented the update on the potential environmental impacts and assessment of mitigation options for the Combined Sewer Service Area Environmental Assessment.

Jane Cliff, 4487 N Woodburn St, suggested that if there is a map of the existing green infrastructure, it should be provided and if there is not a map, the Village should consider developing one.

10. New Business

- a. Judiciary Personnel and Licensing
1. Consideration of Authorization to Fill Anticipated Vacancy in the Public Works Department  
Tr. McKaig stated that there had been a resignation last week in the Public Works Department. There was a highly desirable candidate from a previous eligibility list that they would like to hire. They would also like to start the process to create an eligibility list for an upcoming vacancy.  
  
Public Works Director Butschlick indicated that there would be a number of upcoming retirements.  
  
Tr. McKaig moved, seconded by Tr. Maher to authorize Village Staff to hire for the current vacant position within the Department of Public Works and begin the process to generate an eligibility list for the anticipated vacancy in late 2016. Motion carried 7 – 0.
- b. Community and Business Relations
1. Consideration of Ordinance 2062 Amending Outdoor Pool Requirements in the Village of Shorewood  
Tr. Bockhorst stated that the ordinance was not more restrictive but was just clarifying the existing ordinance. The Committee recommended eliminating “private temporary above ground swimming pool” from section E.(2).  
  
Tr. Bockhorst moved, seconded by Tr. Zovic to adopt Ordinance #2062 Amending Outdoor Pool Requirements in the Village of Shorewood as amended. Motion carried on roll call vote 7 – 0.
  2. Consideration of Parklet Policy  
Tr. Bockhorst explained that a parklet would involve using the parking space in front of a business to increase the available outdoor space.  
  
Planning and Development Director Lang outlined the changes to the policy that were requested at the Committee meeting.  
  
The Board discussed concerns with the policy, including smoking, drinking, and limitations on numbers, and potential additional changes to the policy. There were a number of questions that still needed to be addressed.  
  
Tr. Bockhorst moved, seconded by Tr. Rozek to support the concept of the parklet policy and direct staff to finalize the policy and bring it back at the next meeting. With Tr. Amenta voting nay, motion carried 6 – 1.
  3. Consideration of Parklet in public right-of-way for Three Lions business located at 4517 N. Oakland Ave  
Tr. Bockhorst moved, seconded by Tr. Rozek to approve the special privilege permit for Three Lions. With Trustees Amenta, Maher, McKaig, Zovic and President Johnson voting nay, motion failed 2 – 5.
- c. Public Works

1. Consideration of Funding for 2016-2017 Capital Improvement Plan Regarding Alleys, Sidewalks, Park Improvements, Public Works Facilities, and Street Lighting  
Manager Swartz indicated that this was a continued discussion from the previous meeting. Most of the decisions had been made but the Board still needed to make a decision regarding funding for sidewalks.

The Board held a discussion on how to fund the sidewalk projects, specifically whether they should be specially assessed or put on the levy. There was no change made at this time but could be considered for the future.

d. Budget & Finance

1. Consideration of Initial Resolution Authorizing \$3,025,000 General Obligation Bonds For Street Improvement Projects  
Tr. Maher moved, seconded by Tr. McKaig to adopt the Initial Resolution Authorizing \$2,840,000 General Obligation Bonds For Street Improvement Projects. Motion carried by roll call vote 7 – 0.
2. Consideration of Initial Resolution Authorizing \$320,000 General Obligation Bonds For Parks And Public Grounds  
Tr. Maher moved, seconded by Tr. Zovic to adopt the Initial Resolution Authorizing \$170,000 General Obligation Bonds For Parks And Public Grounds. Motion carried by roll call vote 7 – 0.
3. Consideration of Initial Resolution Authorizing \$3,570,000 General Obligation Bonds For Police Facilities  
Tr. Maher moved, seconded by Tr. Bockhorst to adopt the Initial Resolution Authorizing \$3,570,000 General Obligation Bonds For Police Facilities. Motion carried by roll call vote 7 – 0.
4. Consideration of Initial Resolution Authorizing \$220,000 General Obligation Bonds For Sewerage Projects  
Tr. Maher moved, seconded by Tr. Bockhorst to adopt the Initial Resolution Authorizing \$295,000 General Obligation Bonds For Sewerage Projects. Motion carried by roll call vote 7 – 0.
5. Consideration of Initial Resolution Authorizing \$1,300,000 General Obligation Bonds For Water System Projects  
Tr. Maher moved, seconded by Tr. Bockhorst to adopt the Initial Resolution Authorizing \$1,300,000 General Obligation Bonds For Water System Projects. Motion carried by roll call vote 7 – 0.
6. Consideration of Resolution Providing For The Sale Of Not To Exceed \$8,435,000 General Obligation Corporate Purpose Bonds, Series 2016a  
Tr. Maher moved, seconded by Tr. Bockhorst to adopt the Initial Resolution Providing For The Sale Of Not To Exceed \$8,175,000 General Obligation Corporate Purpose Bonds, Series 2016a. Motion carried by roll call vote 7 – 0.
7. Consideration of Resolution Providing For The Sale Of Approximately \$2,450,000 Sewer System Revenue Bonds, Series 2016b

Tr. Maher moved, seconded by Tr. Rozek to adopt the Initial Resolution Providing For The Sale Of Approximately \$2,450,000 Sewer System Revenue Bonds, Series 2016b. Motion carried by roll call vote 7 – 0.

8. Consideration of Refunding of the Village's 2008A Community Development Block Grant  
Mike Harrigan, Ehlers Associates, provided information and answered questions.

Tr. Maher moved, seconded by Tr. Bockhorst to approve the current refunding of the Village's 2008A Community Development Bonds. Motion carried by roll call vote 7 – 0.

9. Consideration of Funding Capitol Drive Crosswalks  
Tr. Maher stated that at a previous meeting, there had been a question as to whether TID funds could be used to fund this project. Staff had researched the matter and was recommending that a portion of the costs be allocated to TID 1 and TID 3.

Tr. Maher moved, seconded by Tr. McKaig to fund the Capitol Drive crosswalk corrections, pursuant to the recommendations of the Village of Shorewood Finance Director included in the staff memo dated June 20, 2016. Motion carried 7 – 0.

11. Reports of Village Officials

a. Village President - None

b. Village Trustees

Tr. McKaig reported that she had attended the Estabrook Centennial Party. The first Farmer's Market had been a great hit. The Judiciary, Personnel, and Licensing Committee was halfway through filling vacancies on the Village's Boards, Committees, and Commissions. The Wilson Drive Open House was well organized and had a great turnout.

Tr. Zovic reported that over 200 people had attended the Wilson Drive Open House and that 150-180 written comments had been received and were being transcribed. The Task Force was pleased with the turnout and interaction.

Tr. Bockhorst reported that she was hosting bicyclists from the Bahamas for the bike race.

c. Village Manager

Manager Swartz reported that the Senior Resource Strategic Plan would be presented in August. He gave an update on the crosswalk closings and also indicated that the bike race would be held this Thursday.

12. Items for Future Consideration

Tr. McKaig asked staff to look into and report back to the Strategic Initiatives Committee on information regarding an environmental overlay/conservation easement ordinance and indicated that it may be a tool to help with Wilson Drive and other projects.

13. Closed Session

Tr. Maher moved, seconded by Tr. Zovic to convene into closed session at 10:31 p.m. pursuant to Wis. Stats. 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, more specifically to consider ratification of contract between the Police Union and the Village of Shorewood. Motion carried by roll call vote 7 – 0.

Tr. Maher moved, seconded by Tr. McKaig to reconvene into Open Session at 11:00 p.m. Motion carried by roll call vote 7 – 0.

Tr. Maher moved, seconded by Tr. Bockhorst to approve the tentative Agreement between the Village of Shorewood and the Shorewood Police Association Local 307 as presented in the Chief of Police memo dated June 15, 2016. Motion carried 7 – 0.

14. Adjournment

Tr. Zovic moved, seconded by Tr. Amenta to adjourn at 11:03 p.m. Motion carried 7 – 0.

Respectfully submitted,

Tanya O'Malley, WCPC  
Village Clerk-Treasurer





## The Value to the Village

- **STRATEGIC** Bublr Bikes is aligned with Village planning vision and its position as a bicycle-friendly community.
- **ECONOMIC IMPACT** Bublr Bikes will enhance ongoing and future economic investments.
- **USE BY RESIDENTS** Bublr Bikes will increase resident's transportation choices. Over 60% of Bublr users own their own bicycle. Shorewood residents with bicycles and those without will use Bublr to connect to other travel modes.
- **BRING VISITORS IN** Bublr's Shorewood network immediately connected to Milwaukee. Oakland corridor more accessible
- **HIGH LEVERAGE** Shorewood's investment leverages significant resources. Positions network for long-term success.

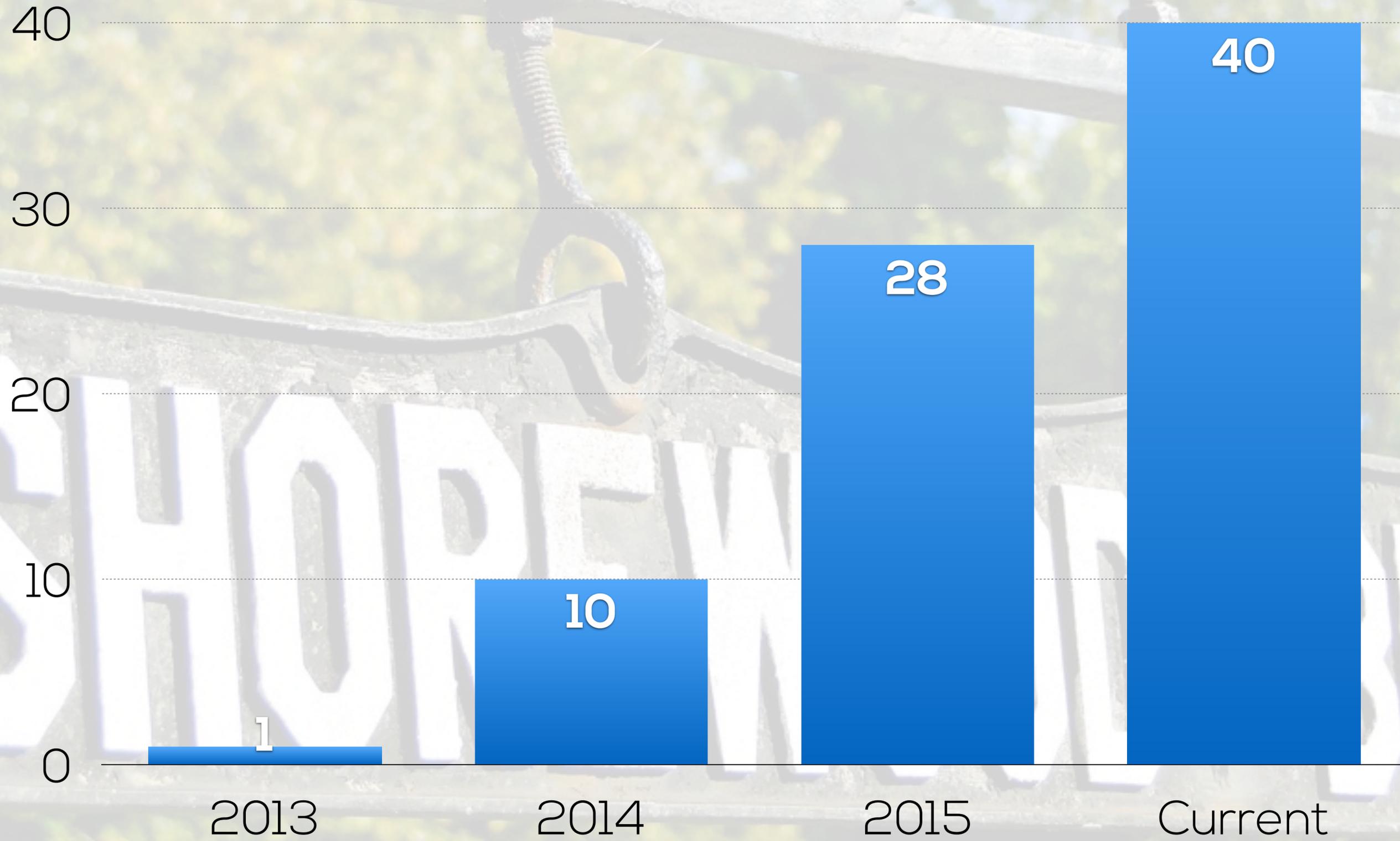
# Automated, Short-Term, Bicycle Travel Option



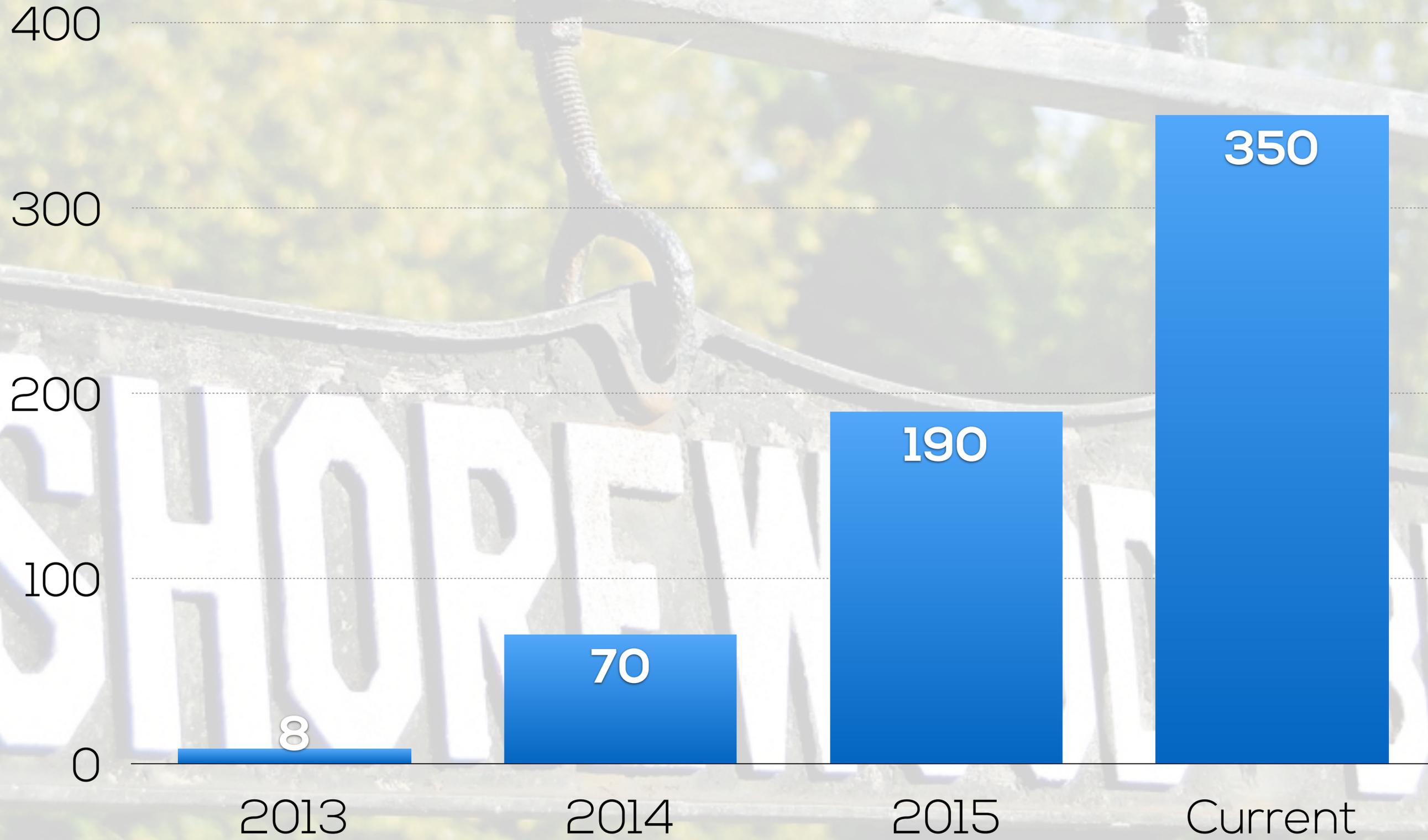
**Bublr by  
the #s**

**SHOREWOOD BLIND.**

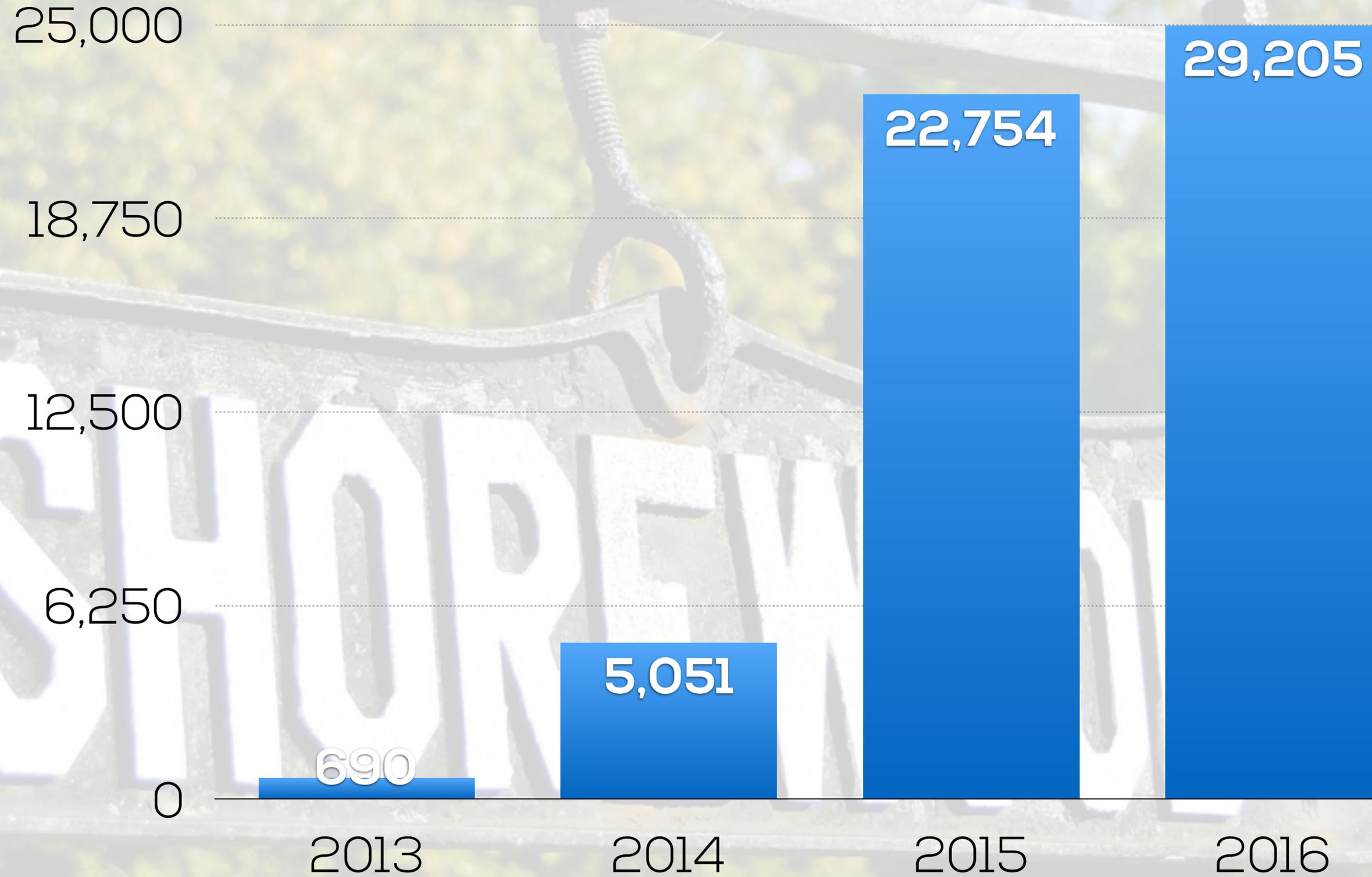
# Total Stations



# Bicycles



# Trips



The background features a close-up of a bicycle's metal frame, showing the seat post, handlebars, and front fork. A sign is attached to the frame with the words "SHORT AND BLIND" in large, raised, white letters. The scene is set outdoors with green foliage and a clear sky in the background.

Nearly  
**100 Stations**  
and over  
**700 Bikes**  
by 2017



## Successful Bike Share: What We've Learned

- **MIXED-USE CORRIDORS** Stations along mixed-use corridors are crucial. Oakland and Capital are ideal.
- **NEAR RESIDENTIAL DENSITY** Stations should be closely positioned near residential density. Shorewood has the highest residential density in Wisconsin.
- **WALKING DISTANCE** Stations should be placed to create short, convenient walking distances for residents and visitors.
- **DENSITY OF DOCKS** Maximize the density of docks to maximize available bikes and bike parking.
- **SET STONG FOUNDATION** Create the best beginning network when possible. Precious public resources used today will benefit Shorewood over next 5-10 years.

# Shorewood Expansion

# 2016 Milwaukee Network



Existing Stations (40)

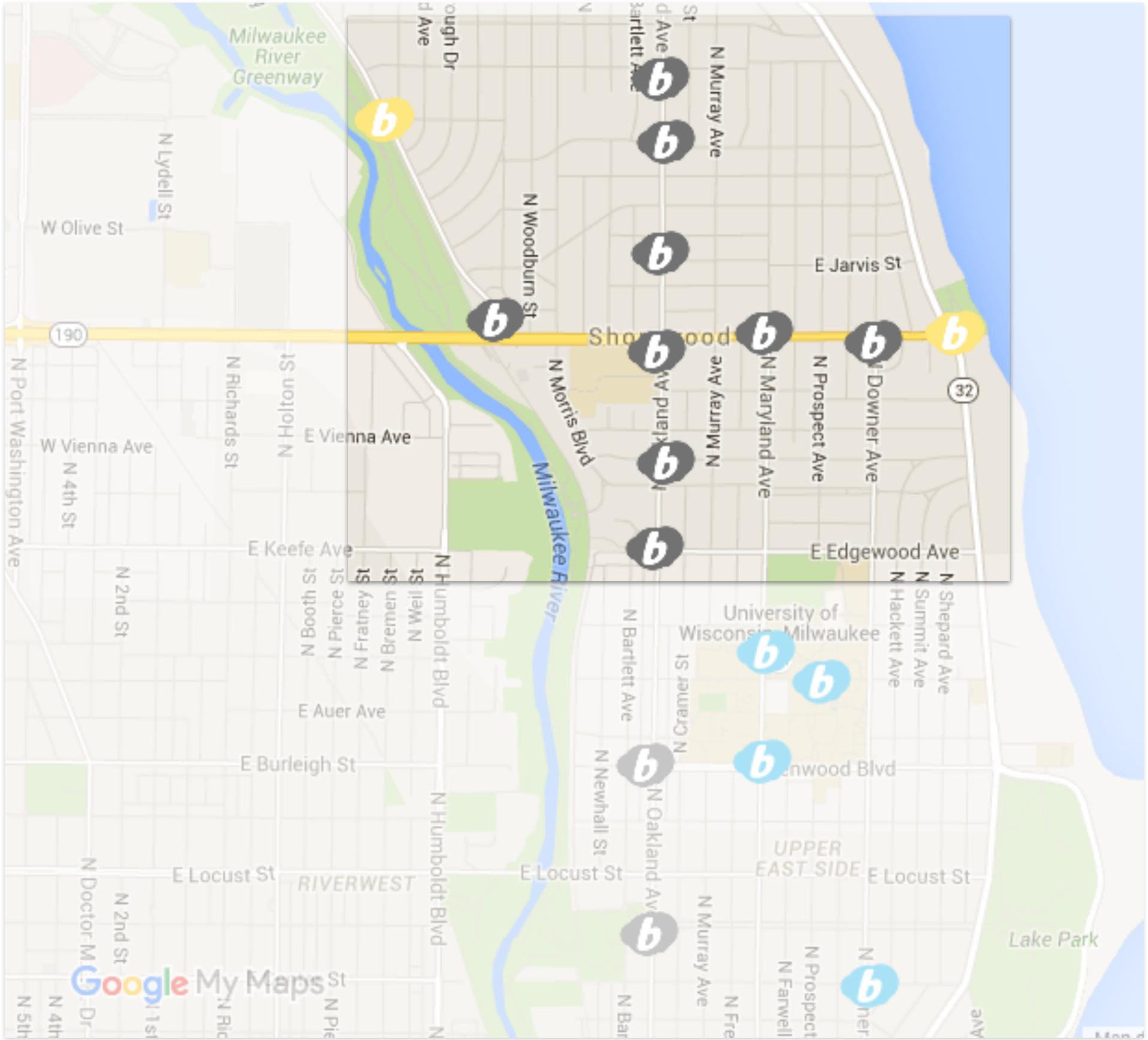


Planned 2016 Stations (12)



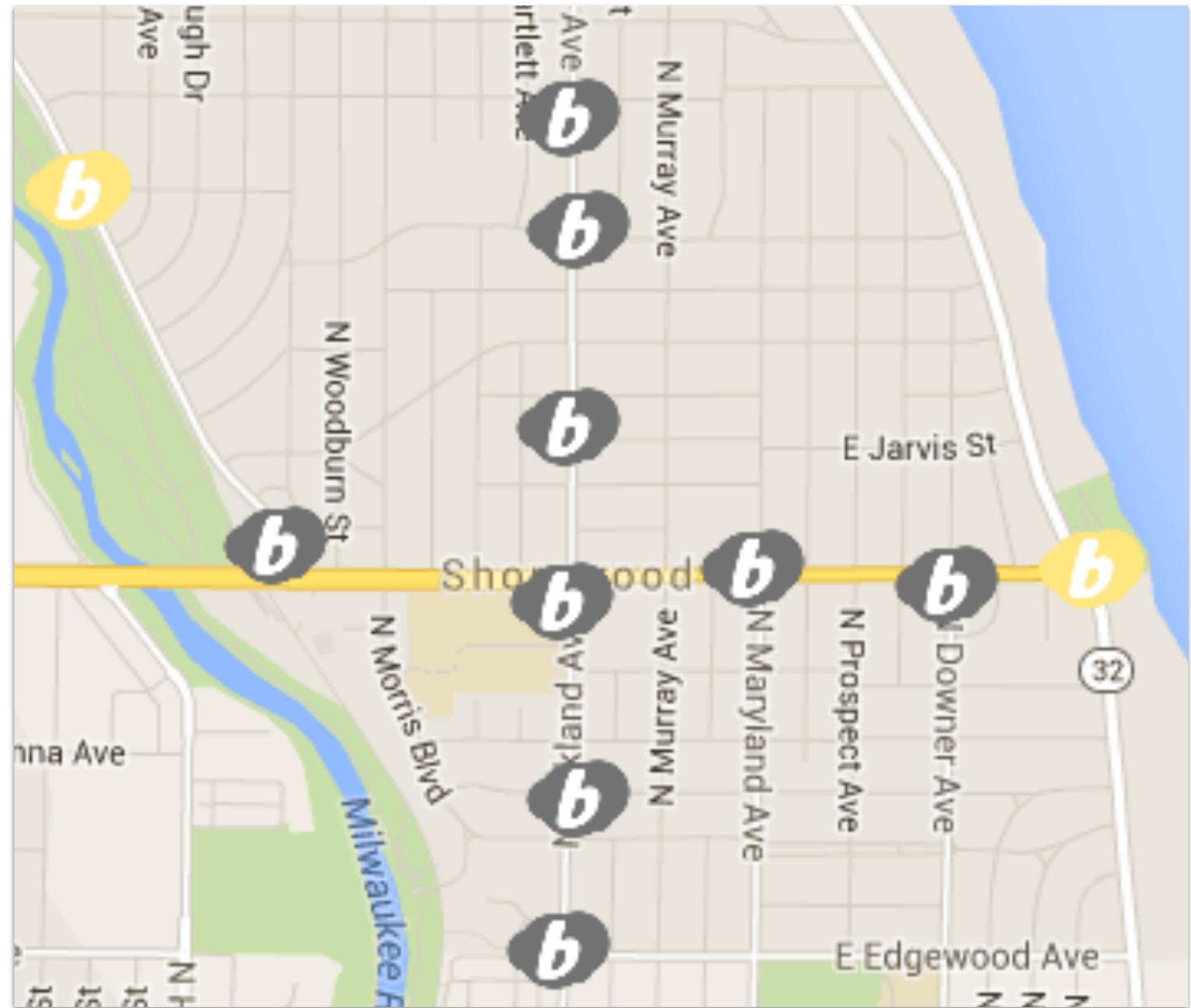
# 2017 Shorewood Expansion

-  TAP\* Eligible Stations (9)
-  Unfunded Priority Sites (2)  
Ineligible for TAP



# 2017 Shorewood Expansion

-  TAP\* Eligible Stations (9)
-  Unfunded Priority Sites (2) Ineligible for TAP



- Funding secured through WisDOT TAP (\*Transportation Alternatives Program)
- Station density is crucial to network success by creating short walking distances and dock capacity
- With these 11 station, ~85% of Shorewood residents will be less than a 4 block walk to a Bublr Bike.



# Current TAP Budget

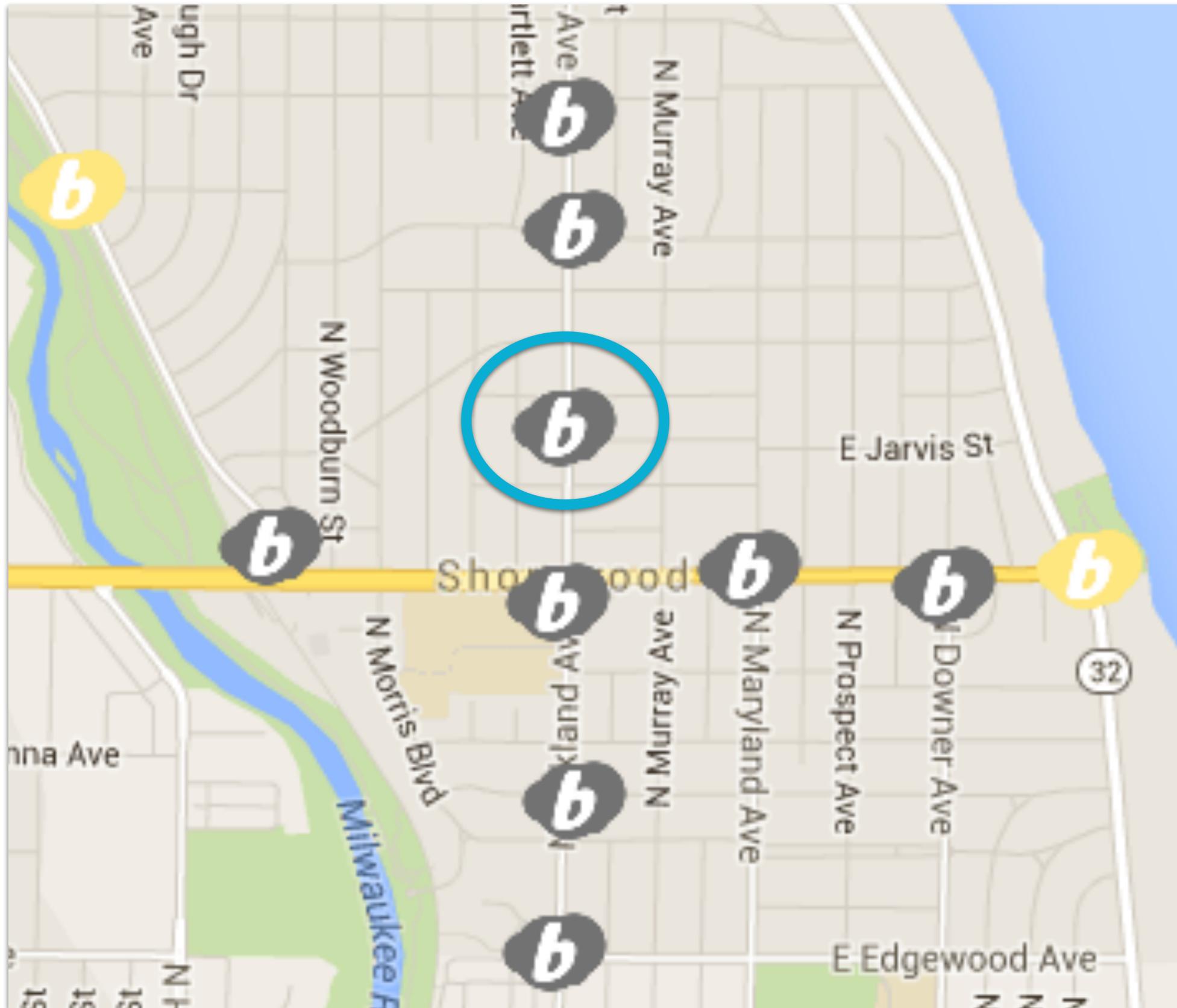
9 Stations, First 5 Years of Operations

	Capital	Operations*
<b>TAP Funds</b>	398,608	55%
<b>Shorewood Capital Funds (TAP Match)</b>	99,652	14%
<b>BublR Bikes raised (users &amp; sponsorship)</b>		225,000 31%
<b>TOTAL</b>	<b>498,260</b>	<b>225,000</b> <b>723,260</b>
per station	55,362	25,000

\* \$5,000/station/year



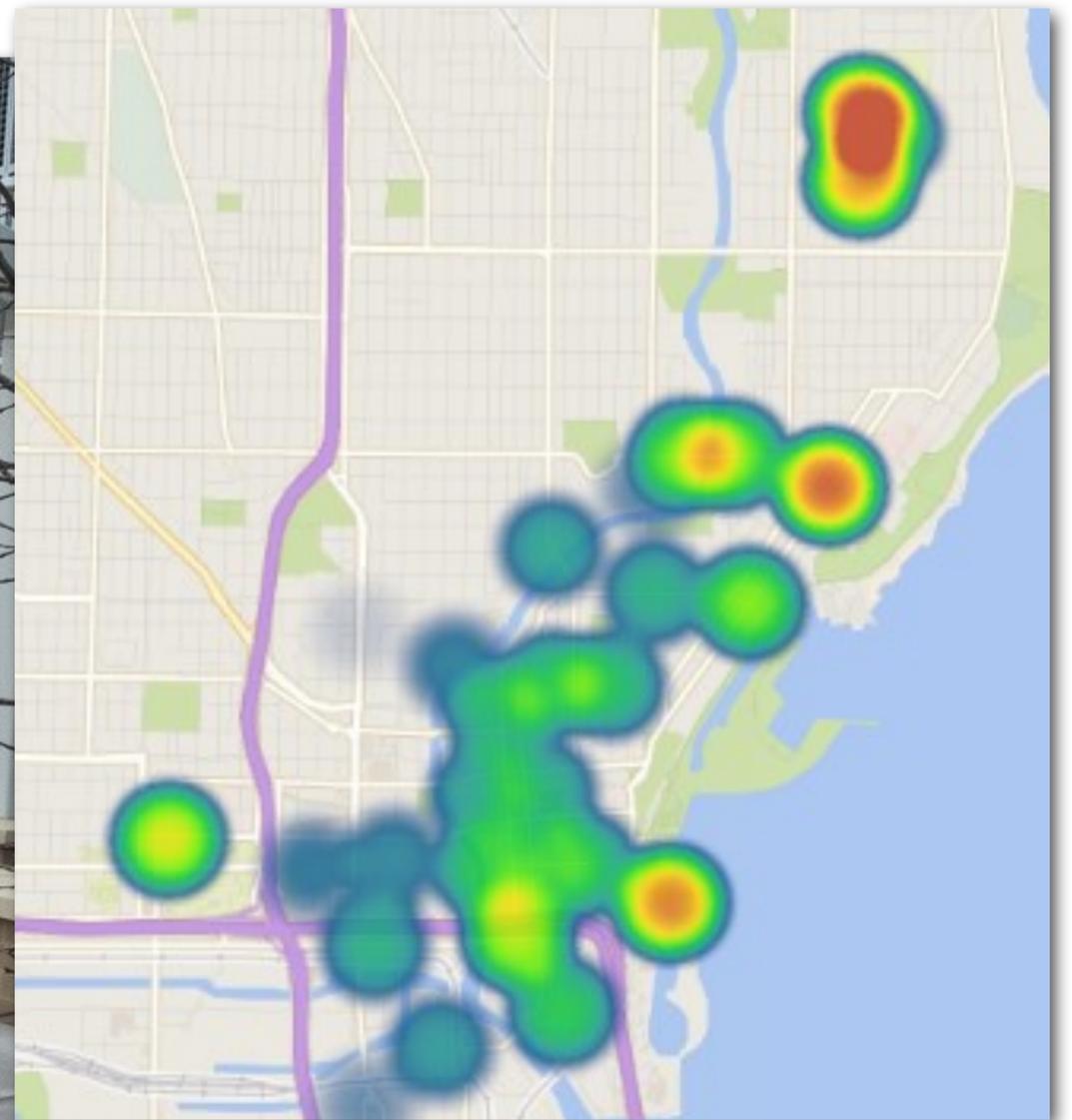
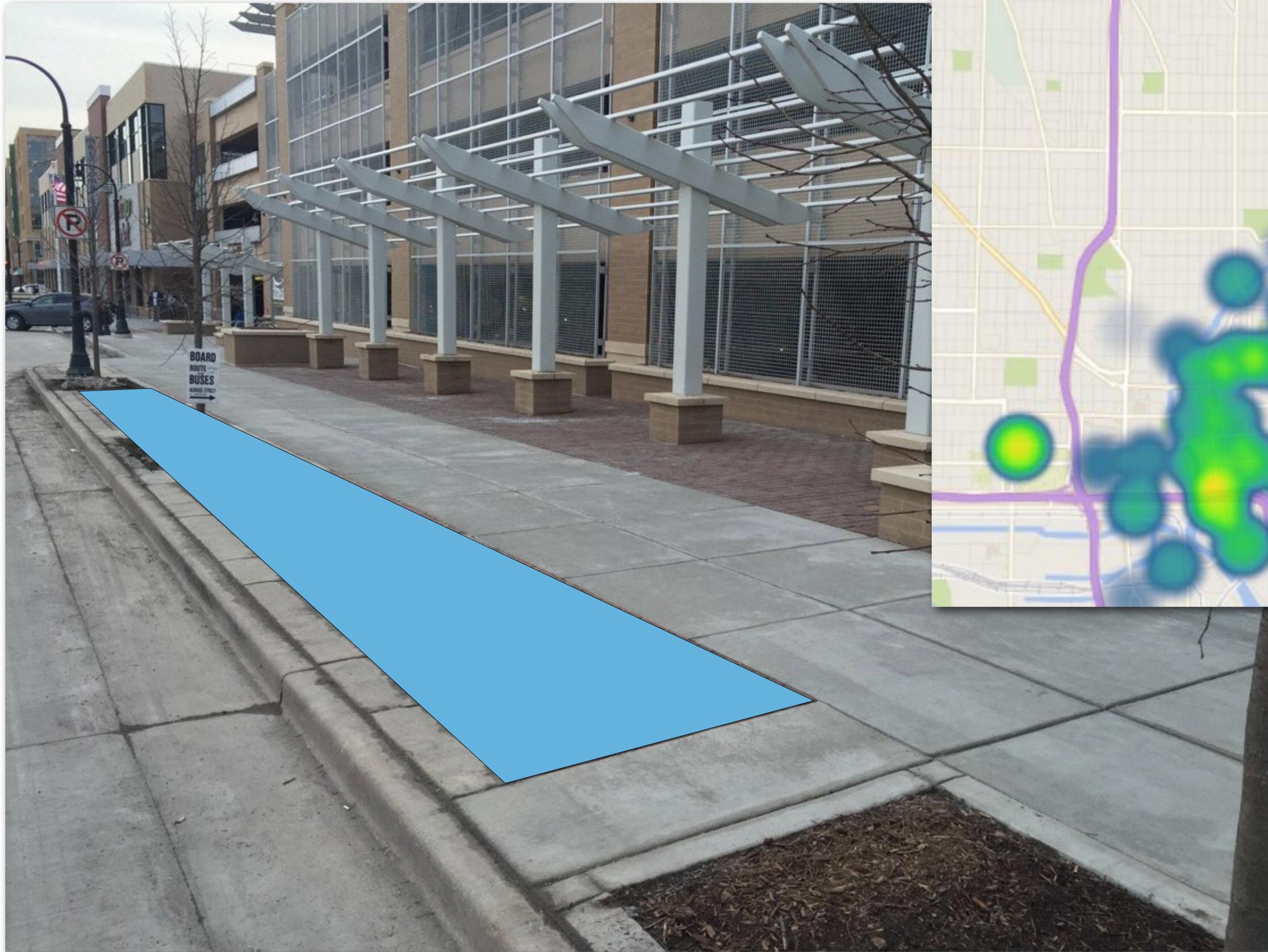
**Proposal**



- Bublr Bikes has pledged for \$20,000 matching funds from General Capital to install a station at the Metro Market in 2016.

### Proposal

1. Shorewood matches \$20,000 General Capital pledge. Metro Market station is installed in 2016, 6-8 weeks after commitment.
2. In 2017, Bublr Bikes will move the Metro Market station to a TAP ineligible location. TAP-funded station installed at Metro Market.
3. Bublr Bikes seeks private support to install station at 2nd TAP ineligible site (station #11)



# Proposed Shorewood Budget

11 Stations, First 5 Years of Operations

	<b>Capital</b>	<b>Operations*</b>	
<b>TAP Funds</b>	398,608		46%
<b>Shorewood Capital Funds (TAP Match)</b>	99,652		12%
<b>Additional Shorewood Capital Funds</b>	20,000		2%
<b>General Capital</b>	20,000		2%
<b>Bublr Bikes raised (users &amp; sponsorship)</b>	50,000	275,000	38%
<b>TOTAL</b>	<b>588,260</b>	<b>275,000</b>	<b>863,260</b>
per station	53,478	25,000	

\* \$5,000/station/year



# Shorewood Leverage

	Shorewood	Others	TOTAL
<b>TAP Funds</b>		398,608	
<b>Shorewood Capital Funds (TAP Match)</b>	99,652		
<b>Additional Shorewood Capital Funds</b>	20,000		
<b>General Capital</b>		20,000	
<b>Bubl'r Bikes raised (users &amp; sponsorship)</b>		345,000	
<b>TOTAL</b>	<b>119,652</b>	<b>763,608</b>	<b>883,260</b>
leverage	14%	86%	





## Proposal

1. **Shorewood matches \$20,000 General Capital pledge.** Metro Market Station is installed in 2016, 6-8 weeks after commitment.
2. **In 2017, BublR Bikes will move the Metro Market station to a TAP ineligible location.** TAP-funded station installed at Metro Market.
3. **BublR Bikes seeks additional private support** to install station at 2nd TAP ineligible site (station #11)



## Benefits

- **LAUNCH THIS YEAR** Kickstart BublR network. See immediate use.
- **PRIVATE SUPPORT** Realize private support. Use to leverage more private support.
- **MONITOR PROGRESS** Use progress to inform larger 2017 expansion.
- **SET FOUNDATION** Create best long-term foundation for Shorewood network.

**Thank You**

## MEMORANDUM

To: Village Board  
From: Chris Swartz  
Re: Ghost Train Cash Flow Requirements  
Date: July 8, 2016

Background: The Village Board of the Village of Shorewood approved the attached resolution supporting the Ghost Train Public Art project. The Public Art Committee now has raised sufficient funds and pledges to complete the project. Project implementation should start later this summer. Because a small portion of the pledges are paid over a three year period, the project will experience some short-term interim cash flow imbalances from the project completion date through the Fall of 2017.

Analysis: On page two of the attached memo dated July 11, 2016 an analysis of the cash flow gap is shown. It is desirable that these short-term cash flow needs not be addressed through the use of Village funds, although the Village Board could approve such interim funding. Staff is recommending that the cash flow gap be funded by temporarily utilizing \$15,000 from the Public Art Fund balance, which will be replenished to the Public Art Fund when these donations are received, and the balance of the funds needed are to be provided by a loan from the Shorewood Historical Society at an interest rate of 3.5%, guaranteed by the ghost train pledges and by Mr. William Nasgovitz, who is a major supporter of the project. All interest costs will be paid from Ghost Train donations. No Village funds will be used to pay interest.

Under this cash flow management plan, the transfer of \$15,000 from the Public Art Fund (currently with a balance of \$20,910) would fund the majority of the cash flow gap projected until February of 2017 when the final electrical contractor payment will be due. The balance of the cash flow cap (between \$5,000 and \$10,000) would be a loan from the Shorewood Historical Society to the Village. Staff would draft the documents required for the loan and loan guarantee documents.

Conclusion: The Public Art Committee is requesting that the Village Board:

- Approve transfer of the funds to the Ghost Train Account from the Public Art Fund in the amount of \$15,000, to be deposited back in the Public Art Fund upon receivables from Ghost Train project pledges.
- Approve a loan from the Shorewood Historical Society to the Village of Shorewood, guaranteed by Ghost Train pledges and by Mr. William Nasgovitz.

The motion for this request is:

A motion to transfer \$15,000 from the Public Art Fund to fund a temporary cash flow gap, to be replenished by Ghost Train pledges and to authorize staff to enter in to a loan agreement with the Village of Shorewood Historical Society for up to \$10,000 to support the balance of the cash flow gap, with the loan being secured by Ghost Train pledges and a personal guarantee by Mr. William Nasgovitz.

# Public *art* Shorewood

## Ghost Train Oakleaf Trail Bridge Project

July 1, 2016

To: Chris Swartz, Village Manager  
Village of Shorewood Board of Trustees

From: Dick Eschner, Chairperson. PAC  
Pat Algiers, Ghost Train Project Manager  
Bob Dean, Ghost Train Project Committee Member

RE: **Ghost Train Project and Financial Summary and Cash Flow Analysis**

### 1. **Project Description:**

A new enhanced lighting and audio system will be installed on the east and west faces of the existing bridge trusses and on the ground. The lighting system will operate during evening hours 12 months during each year. The key feature will involve use of the new lights that will create an illusionary representation of the former Chicago & Northwestern Railroad's "400" (southbound) and "401" (northbound) passenger train passing over the Oakleaf Trail Bridge twice during each night. Each event will include an audio representation of the train. The passage times will last approximately 40-60 seconds in length and will be adjusted to accommodate the differing natural light levels of "non-winter" and "winter" months. During "non-Ghost Train" event time frames, a creative pattern of light will operate during non-daylight hours to continually provide a highly creative and improved vision of the bridge, which will enhance its position as the western gateway into Shorewood.

### 2. **Total Donated and Pledged Funds:**

- a. Total donations to be received through 2018: \$361,000
- b. Total donations to be received by December 31, 2016: \$ 327,000
- c. Multi-year donations to be received after 2016 and through 2018: \$ 34,000
- d. All donations are confidential placed in the Shorewood Foundation's PAC / Ghost Train project account.
- e. The detailed, confidential list of donors has been reviewed with Village of Shorewood staff.

2. **Total Estimated Construction Cost, including Design and Contractor's Fees:** \$ 326,960.

### 3. **Required Non-Construction and related professional service and design contracts:**

- a. Lighting System Design: Creative Lighting Design and Engineering (CLD-E)

**PAC Ghost Train Project and Cash Flow Summary**

July 1, 2016

Page 2.

((3.) Continued)

- b. Public Relations: PR Works
- c. Traffic Safety: Ayers & Associates
- d. Reimbursable Marketing Expenses: Chemistry-in-Place
- e. Structural Engineering Review of Lighting System Details: GRAEF
- f. Legal Counsel: Reinhart Boerner
- g. Project Donor Recognition: through use of donor contributions
- h. Signage: by Shorewood Historical Society via separate funding
- i. Maintenance Funds – 3-years: funds to be transferred from existing Shorewood Foundation PAC account.

Note: use of Maintenance funds will not be required until late 2017, when the contractor’s 100%, 1-year material and labor warranty will be in force. After the project completion in late October, 2017, the light fixture manufacturer will provide a 5-year, 100% warranty for the light fixture materials.

**4. Required Design and Construction Contracts:**

- a. Project Designer: Creative Lighting Design & Engineering, LLC:
- b. Electrical Contractor: Staff Electric
- c. Site Electrical Site Service Modifications: WEPCO Utility
- d. Audio System: ClearWing
- e. Light Fixtures: Spectrum Lighting/ Philips Color Kinetics
- f. Traffic Light Controls modifications: TAPCO

**5. Project Donations Receipt and Payment Schedule:**

Item	2016	2017	2018	Comments
<b>Donations to be received and multi-year Pledges:</b>	\$ 327,000	\$20,000	\$ 14,000	<u>\$ 361,000</u> total pledged donations

**Notes:**

- 1. Item (5) above:
  - a. Specific total listed under 2016 donations are based upon costs that will be incurred and invoice payments that cannot be delayed until 2017 or 2018.
  - b. Donation totals listed for 2017 and 2018 assume receipt of remaining pledges by specific donors who have opted for a multi-year donation plan and are included in the \$361,000 total noted in Page (1), Item (2) above.
  - c. All donors and corresponding pledge amounts are known and are listed in a separate, Confidential PAC spread sheet.

XXXXX

## Ghost Train - Oakleaf Trail Bridge Project

Date: July 11, 2016

To: Chris Swartz, Village Manager  
Village of Shorewood Board of Trustees

From: Dick Eschner, Chairperson. PAC  
Pat Algiers, Ghost Train Project Manager  
Bob Dean, Ghost Train Project Committee Member

### 1. Total Donated and Pledged Funds:

- a. \$361,000 Total pledges and donations received through June 30, 2016
- b. \$327,000 Total Donations to be received through December 31, 2016
- c. \$34,000 Multi-year donations to be received in 2017 and 2018
- d. Donations are placed in the Shorewood Foundation's PAC / Ghost Train project account

### 2. General Project Costs:

a. Public Relations / community engagement:	PR Works:	\$ 8,000
b. Traffic Safety design and analysis:	Ayers & Associates:	\$ 2,600
c. Marketing Expenses:	Chemistry-in-Place:	\$ 5,000
d. Structural Engineering Review:	GRAEF:	\$ 1,800
e. Legal Counsel:	Reinhart Boerner:	<u>\$ 3,500</u>
	<b>SUBTOTAL</b>	<b>\$20,900</b>

### 3. Construction Contracts:

a. Project Design and Consulting:	CLD (Marty Peck):	\$ 32,000
b. Project material costs:	Spectrum Lighting:	\$180,800
c. Electrical Contractor (installation):	Staff Electric:	\$ 69,000
d. Traffic Lights Controls Interface:	PATCO:	\$ 8,600
e. Lighting System Programming:	<b>Identify Contractor:</b>	\$ 960
f. Audio System:	Clear Wing:	\$ 35,300
g. Contingency:	Contingency:	\$ 0

### 4. Post Completion Costs:

a. Permanent Project Signage:	Shorewood Historical Society	
b. Project Dedication engravings:		\$ 5,000
c. Project Dedication Event:		\$ 0
d. Maintenance Funds – 3-years:		\$ 9,000

## Project Expenses and Cash Flow

Item	2016	2017	2018	Comments
<b>1. Donations and Pledges:</b>	<b>\$ 327,000</b>	<b>\$20,000</b>	<b>\$ 14,000.</b>	
<b>2. General Project Costs:</b>	(\$20,900)			
<b>3. Design Services and Construction Expenditures:</b>				
a. CLD Design Fees and Construction Coordination Services	(\$32,000)			Marty Peck
b. Project Materials Costs	(\$180,800)			Spectrum Lighting
c. Electric Contractor (installation)	(\$52,000)	(\$17,000)		Staff Electric
d. Traffic Light Controls	(\$8,600)			PATCO
e. Lighting System Remote Programming Interface	(\$960)			TBD
f. Audio System	(\$35,300)			Clear Wing
g. Misc. Construction / Contingency	(\$0)			Contingency
<b>4. Post Completion Costs</b>				
a. Project Dedication Engravings and other materials	(\$3,000)	(2,000)		
b. Project Dedication and Celebration Event	(\$0)			
c. Maintenance Funding for the Village			(9,000)	
<b>BALANCES / REVERVES (DEFICIT)</b>	<b>(\$7,560)</b>	<b>\$1,000</b>	<b>\$5,000</b>	

### Notes:

1. **Item (1) above:**

All donors and corresponding pledge amounts are known and have been reviewed by the Village of Shorewood Finance Director.

2. **Item (3) above:**

Spare parts for future maintenance are included in item 3(b)

3. **Item (4) above:**

As all project parts and labor costs are warranted in 2017, the project maintenance contribution to the village for 2018-2020 are scheduled to be funded in 2018, see item 4(c)

# MEMORANDUM



Date: July 11, 2016

To: Community and Business Relations Committee

Copy: Peter Nimmer, Police Chief

From: Chris Swartz, Village Manager

Re: Trick or Treat Hours

---

## **BACKGROUND**

Each year the Village Board establishes the date and time to hold “trick or treat” in the Village of Shorewood. Traditionally, the Village has held Trick or Treat on the Sunday before the holiday which would be Sunday, October 30, 2016 from 1-4 p.m. as Halloween falls is Monday, October 31.

The attached document was approved by Intergovernmental Cooperation Council (ICC) resolution (January 2010), and sets a standard Halloween observance schedule (date and time) through 2020. The Village of Shorewood traditionally follow this recommendation when scheduling trick-or-treat hours for the village. The schedule denotes that for 2016, the observance would be held on Sunday, October 30 from 1-4 p.m.

## **ACTION**

If the Board agrees, the motion should be:

**“to approve the official Halloween date and hours in the Village of Shorewood as Sunday, October 30, 2016 from 1-4 p.m.”**

If you have any questions concerning this, please contact me.

**HALLOWEEN OBSERVANCE SCHEDULE  
PROJECTED THROUGH 2020  
(Approved by ICC)**

<u>Year</u>	<u>Observed</u>	<u>Time *</u>	<u>Oct. 31 Falls On</u>
2010	Sun., Oct. 31	1:00 – 4:00 PM	Sunday
2011	Sun., Oct. 30	1:00 - 4:00 PM	Monday
2012	Sun., Oct. 28	1:00 - 4:00 PM	Wednesday
2013	Sun., Oct. 27	1:00 - 4:00 PM	Thursday
2014	Sun., Oct. 26	1:00 - 4:00 PM	Friday
2015	Sat., Oct. 31	1:00 - 4:00 PM	Saturday
2016	Sun., Oct. 30	1:00 - 4:00 PM	Monday
2017	Sun., Oct. 29	1:00 - 4:00 PM	Tuesday
2018	Sun., Oct. 28	1:00 - 4:00 PM	Wednesday
2019	Sun., Oct. 27	1:00 – 4:00 PM	Thursday
2020	Sat., Oct. 31	1:00 – 4:00 PM	Saturday

**Based on approval of ICC resolution (Jan 2010) specifying that trick-or-treat would be held from 1-4 pm the Sunday on or before Oct. 31. When Oct. 31 falls on a Saturday, trick-or-treat would be held that day. The resolution is for 10 years.**

**\* 1:00 - 3:00 PM in West Allis**

July 5, 2016

To: Community and Business Relations Committee – Chair Tr. Tammy Bockhorst  
Village Board of Trustees

From: Planning Director Ericka Lang

**RE: Proposed Parklet Program – meeting #3**

### **Background**

Late May Shorewood business owners of Three Lions Pub requested the Village allow a parklet in the street in front of their business. The Village does not have a policy regarding parklets and began discussion at both June meetings. This is the third meeting discussing a policy.

### **Analysis**

Staff reviewed at least five municipal parklet programs and support a well thought-out policy to fully understand the potential impact on the surrounding businesses and neighborhoods. Per discussion with the CBR on June 6 and a second meeting June 20, staff drafted the attached parklet program/policy for your review.

Staff also gathered further information about the City of Milwaukee's parklet policy:

- 1) Minimum distance is 20 feet from any intersection
- 2) Must follow on-street parking requirements, eg, locate 4 feet from driveways
- 3) Length of parklet may be the entire width of the business façade
- 4) Width limited to 6 feet. Originally approved 7 feet but felt too close to traffic
- 5) DPW accepts Public Excavation (Alter) Application and submits to council
- 6) Requires 42 inch railing height
- 7) DPW reviews for property water draining
- 8) Allows March 15 – November 15
- 9) For the Third Ward Architectural Review Board applications, the BID/design must approve and provide documentation to council.

### **Staff Recommendation**

Staff recommends the proposed policy with several modifications since the last CBR discussion.

1. Increase the length of parklets. In discussion with business owners from Camp Bar and Three Lions that are applying for parklets, both agreed that a parklet limited to less than two parking spaces in length is not economically feasible for the limited number of tables, cost of the parklet and ongoing labor/maintenance; therefore, staff increased the parklet width from 27 feet to 40 feet. Three Lions façade width is 44 feet and Camp Bar's is 60 feet. Camp's parklet would max at 46 feet if there were excluding their driveway.
2. Decrease width/depth of parklet. Many programs identified 7-foot parklet depths. Staff is recommending 6 feet per discussion with business owner that has a parklet, sharing opinion that 7 feet is too close to traffic.
3. Decrease the distance from intersection. The last review had the minimum distance from an intersection at 40 feet. Staff is recommending changing it to 20 feet. The current on-street parking regulation from an intersection is 15 feet.
4. Decrease the distance from approach. The code requires all vehicles parked 4 feet from any driveway or approach. The last discussion was 20 feet and staff is recommending changing it to 10 feet.

Staff did not add any language of limiting smoking on parklets that was discussed at the previous meeting.

The special privilege application form was modified to add language from the parklet policy. Staff took this opportunity to change two items under the outdoor seating section so that it would match parklet requirements. Both items may not be put out before March 15 and must be taken out of the public way by November 15.

**Materials Enclosed**

- Map of Shorewood showing eligible locations
- Example map of inlet locations in the 4400 block of Oakland
- Parklet policy
- Code section 500-14 on general parking restrictions

**Suggested Motion**

Move to approve the proposed policy for seasonal installation of parklets in the commercial district public right-of-way as presented.

## ***Village of Shorewood Draft Parklet Policy***

The Village of Shorewood defines parklets as a sidewalk extension located adjacent to a sidewalk curb that provides more space and amenities for people. Parklets support local businesses and encourage pedestrian activity by creating new space for people to gather.

For the purpose of this policy, parklets shall be an extension of a business or businesses used by their customers.

### ***I. Eligible Locations***

- a) Oakland Avenue, between Capital Drive northward to Glendale Avenue.
- b) Oakland Avenue, between Edgewood Avenue to Beverly Road.
- c) Capitol Drive, between Downer Avenue to Cramer Street.

### ***II. Ineligible Locations***

- a) Adjacent to bus stop
- b) Within 10 feet of vehicle approach, such as parking lot or alley
- c) Within 20 feet of an intersection
- d) Within 10 feet of a fire hydrant per 500-14A
- e) Not within 6 feet of an inlet
- f) All other on-street locations along Oakland Avenue and Capitol Drive not listed above.

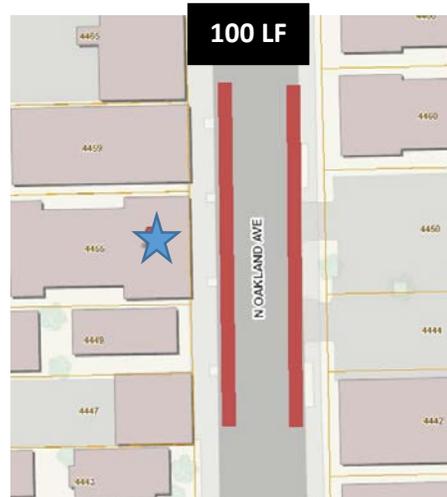
### ***III. Parklet Dimensional Requirements***

- a) Maximum 2 parking space lengths, 40 feet total.
- b) May not extend beyond a business façade width
- c) Limited to 6-foot depth
- d) Parklet shall be flush with sidewalk

### ***IV. Approval Process***

- a) Submit Special Privilege application  
Material Requirements:
  - 1) Site plan to scale showing parklet, public sidewalk and building line, with all dimensions, to scale.
  - 2) Elevation and material description.
  - 3) Provide written notification of proposed parklet to neighboring businesses and residents.
    - a. Notice given to businesses and residents within 100 lineal feet on each side of the business and including businesses and residents on the opposite side of the street, paralleling the distance of the business side

- b. Notice provided not less than 10 days prior to the scheduled Village Board meeting.
- c. Provide copy of written notification and list of receivers.



- b) Pre-approval by Public Works Director and Chief of Police
- c) Approval by Design Review Board
- d) Review by Building Inspector for structural elements
- e) Review by Planning Director for program criteria
- f) Final approval by Village Board
- g) Annual application

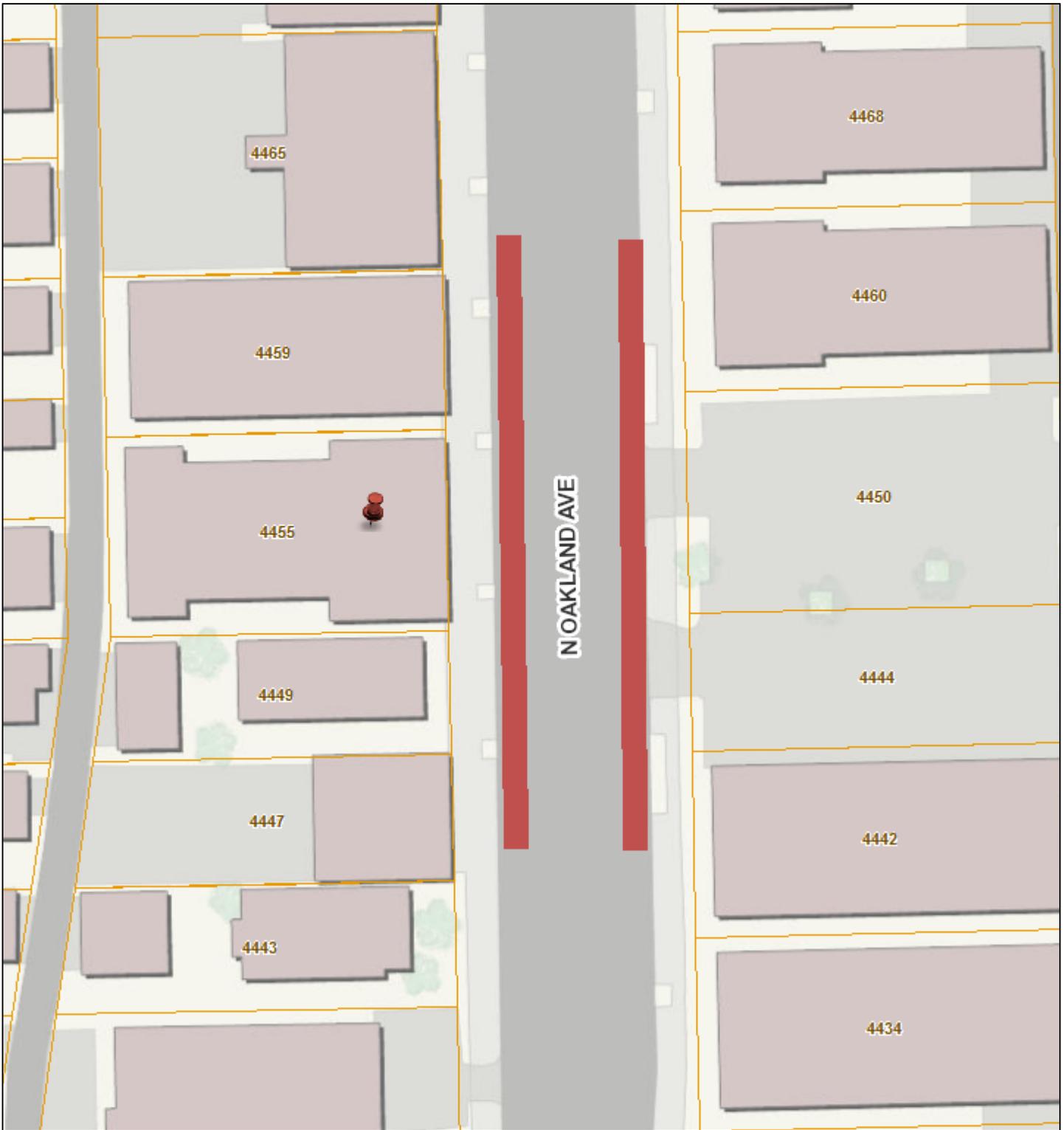
**V. Program Criteria**

- a) Allowed between March 15 – October 15
- b) ADA accessible from sidewalk
- c) Use quality exterior use materials and include design elements; encourage planters
- d) Railings on three sides, 42-inch height
- e) Provide reflectors on approaching traffic side and other visual cues such as planters.
- f) Require minimum 6-foot pedestrian way along public sidewalk
- g) Require modification of existing food/beverage license
- h) Limit hours of use to 7:00 a.m. to 10:00 p.m. during weekday and 11:00 p.m. during weekend
- i) Amplified music prohibited
- j) Noise complaints that are not addressed is a reason for revoking special privilege permit or non-renewal
- k) Village has the right for removal should road repairs or construction be required or emergency utility repairs
- l) Provide current liability insurance on file with the Village
- m) Provide appropriate disposal for cigarette butt waste

***VI. Additional Criteria considered at Village Board Discretion***

- a) May limit number of parklets per block
- b) May consider current parking conditions or other existing conditions in vicinity
- c) Ma consider any other relevant factor that the board deems appropriate

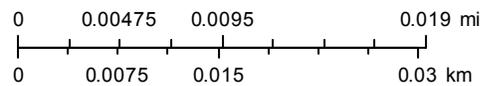
# ArcGIS Web Map



June 24, 2016

1:564

- Address Numbers
- Parcels
- Streets



Milwaukee County Land Information Office



# APPLICATION FOR SPECIAL PRIVILEGE APPROVAL

Village of Shorewood  
 Planning & Development Department  
 3930 N. Murray Avenue, Shorewood,  
 WI 53211  
 Phone 414.847.2640  
 Email: PAD@villageofshorewood.org  
[www.villageofshorewood.org](http://www.villageofshorewood.org)

OFFICE USE ONLY	FEE	\$50.00
Permit ID	Received	
Insurance Certificate Exp.		
P & D Approval		
Village Board Date	Approved	Y N

**Approval by the Village Board of Trustee's is required before any temporary or permanent object is placed within the public way throughout the Village of Shorewood, including overhanging objects according to provisions of Section 66.0425 of the Wisconsin Statutes.**

Property Address:			
Improvement Category (check one)			
<input type="checkbox"/> Plantings	<input type="checkbox"/> Outdoor Seating	<input type="checkbox"/> Parklet	<input type="checkbox"/> Other
Description of Improvement:			
Reason for Improvement:			
APPLICANT INFORMATION		PROPERTY OWNER INFO (if different from	
Name		Name	
Address		Address	
City/State/Zip		City/State/Zip	
Phone	Alt. Phone	Phone	Alt. Phone
Email		Email	

## Material Submission

1. A certificate of liability insurance in the sum of \$100,000 - \$300,000 bodily injury, and \$25,000 property damage, insuring the Village against any liability that might arise by reason of this privilege must be filed with this application. This certificate must be kept current throughout the existence of this privilege.
2. Site plan showing proposed item(s) in public way and pictures of location.
3. For **Outdoor seating**, the petitioner is required to submit a map indicating the proposed layout/plan of any furniture, planters, or other materials to be placed within the public right-of-way. Specifically:
  - Location and number of tables, chairs, and any other materials
  - Measured distance from building to curb and the width of the open sidewalk).
  - Dimensions of all materials must be included.
 The size, location, and number of items may not be increased from that which is approved.

4. For **Parklets**, the petitioner is required to submit:
  - Site plan to scale showing parklet, public sidewalk and building line
  - Include all dimensions of parklet and distance from building to parklet
  - Elevation and material description
  - Provide one copy of a written notice to neighboring businesses and residents within 100 Linear Feet including properties opposite side of the street. Include separate list of addresses. Provide notice 10 days prior to Village Board consideration.

**Read below and sign for explanation of terms and conditions of special privilege approval.**

**General Conditions for Special Privilege Approval**

1. The petitioner agrees that the Village of Shorewood, its employees, agents or representatives, shall be held harmless from all liability for injury to the previously mentioned property and damages accruing there from by acts of any Village employees, agents, or representatives in carrying on their assigned duties in such capacity of employment, on the property above described.
2. The petitioner agrees to remove said privilege whenever public necessity so requires or when ordered upon resolution adopted by the Village Board.
3. The petitioner agrees to comply with all laws of the State of Wisconsin and all ordinances of the Village of Shorewood, to abide by any order or resolution of the Village Board affecting this privilege, to be primarily liable for damages to person or property by reason of granting such privilege, and to hold the Village of Shorewood harmless from any or all liability.
4. Petitioner agrees that if in the opinion of the Planning & Zoning Administrator of the Village of Shorewood, the privileges, projections or encroachments permitted herein become out of repair, unsafe or unsightly, and upon receipt of written notice thereof, petitioner will, within five (5) days from the receipt thereof, maintain, repair, or remove such privilege, projection or encroachment at petitioner's expense. It is further agreed and understood that should petitioner fail to comply with said notice to maintain, repair or remove said privilege, projection or encroachment, the Village of Shorewood will have the right to maintain, repair or remove such privilege, projection or encroachment and charge the cost of same to petitioner or property owner.
5. Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition (subject to the approval of the Planning & Zoning Administrator), any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.
6. The petitioner must cooperate with and be responsive to the Shorewood Department of Public Works (DPW) so that the DPW may efficiently complete tasks and activities related to cleaning and maintenance of the right-of-way.

**Outdoor Seating within the Public Right-of-Way Requirements**

1. A minimum of **five (5)** feet of the **six-foot** public sidewalk shall remain unobstructed at all times. This shall be a guideline subject to the discretion of the Planning & Development Department and, finally, the Village Board in authorizing such a permit.

2. Tables, chairs, planters, and other items may be located on both sides of the public sidewalk only if Requirement #1 can be completely satisfied and such use was indicated and approved in the original application for the Outdoor Seating Permit.
3. No seating shall be allowed within a designated curbside bus stop area.
4. Seating may extend beyond the petitioner's property lines with the written approval of the adjacent property and/or business owners.
5. Any area provided by this permit may be used and/or occupied during the specified times:
  - a. Sunday through Thursday until 10 p.m.
  - b. Friday through Saturday until 11 p.m.
 Anyone wishing to use this permit beyond the hours given requires approval from the Village Board of Trustees.
6. The petitioner may request that public street furniture be removed from the immediate area by the Shorewood Department of Public Works. Public street furniture **will not** be moved or rotated on a seasonal basis.
7. The petitioner shall make arrangements for proper litter control and removal of waste generated by dining patrons. Public waste receptacles will not be provided for this purpose. Sidewalks and public areas must be kept clean and clear of debris.
8. All applicable fees shall be submitted with the Special Privilege permit application. Permits shall be issued on or after **March 15** of each calendar year. All permits, regardless of issue date, shall expire on **November 15** of the year of issuance. Applications for renewal shall be made in the same manner as the original application. Permits are not transferable or assignable.
9. Violations of the above shall be investigated by the Planning & Development Director. Any violations brought to the attention of the petitioner shall be corrected within a reasonable period of time as determined by the Director. Violations not corrected within five (5) days from being cited or advised of a violation shall be considered uncorrected. Three (3) uncorrected violations shall result in the loss of outdoor seating in the public way.

#### **Parklet within the Public Right-of-Way**

*Parklet is a sidewalk extension located adjacent to a sidewalk curb that provides more space and amenities for people. They shall be an extension of a business used by their customers*

1. The location of parklets **may be** in the following areas: Oakland Ave, between Capitol Dr northward to Glendale Ave; Oakland Ave, between Edgewood Ave northward to Beverly Rd; Capitol Dr, between Downer Ave westward to Cramer St. and be constructed of quality materials.
2. The location of Parklets **may not** be adjacent to bus stops; not within 10 feet of a vehicle approach; not within 20 feet of an intersection; not within 10 feet of a fire hydrant; not within six (6) feet of an inlet; not at any location as described in Requirement #1.
3. A parklet **may not**: extend beyond a business façade; not be wider than 40 feet as measured parallel to the business façade, and not have a depth greater than six (6) feet.
4. A minimum of **six (6) feet** of the public sidewalk shall remain unobstructed at all times. This shall be a guideline subject to the discretion of the Planning & Development Department and, finally, the Village Board in authorizing such a permit.
5. The petitioner shall make arrangements for proper litter control and removal of waste generated by dining patrons. Public waste receptacles will not be provided for this purpose. Sidewalks and public areas must be kept clean and clear of debris.

6. Any area provided by this permit may be used and/or occupied during the specified times:
  - a. Sunday through Thursday until 10 p.m.
  - b. Friday through Saturday until 11 p.m.Anyone wishing to use this permit beyond the hours given requires approval from the Village Board of Trustees.
7. All applicable fees shall be submitted with the Special Privilege permit application. Permits shall be issued on or after **March 15** of each calendar year. All permits, regardless of issue date, shall expire on **November 15** of the year of issuance. Applications for renewal shall be made in the same manner as the original application. Permits are not transferable or assignable.
8. The parklet shall provide railings on three sides that are not parallel to the street curb and be ADA accessible and the parklet must be flush with the sidewalk.
9. Reflectors shall be placed on vertical features on the oncoming traffic side.
10. Amplified music is prohibited. Noise complaints that are not addressed is a reason for revoking special privilege permit or non-renewal.
11. Violations of the above shall be investigated by the Planning & Development Director. Any violations brought to the attention of the petitioner shall be corrected within a reasonable period of time as determined by the Director. Violations not corrected within five (5) days from being cited or advised of a violation shall be considered uncorrected. Three (3) uncorrected violations shall result in the loss of outdoor seating in the public way.

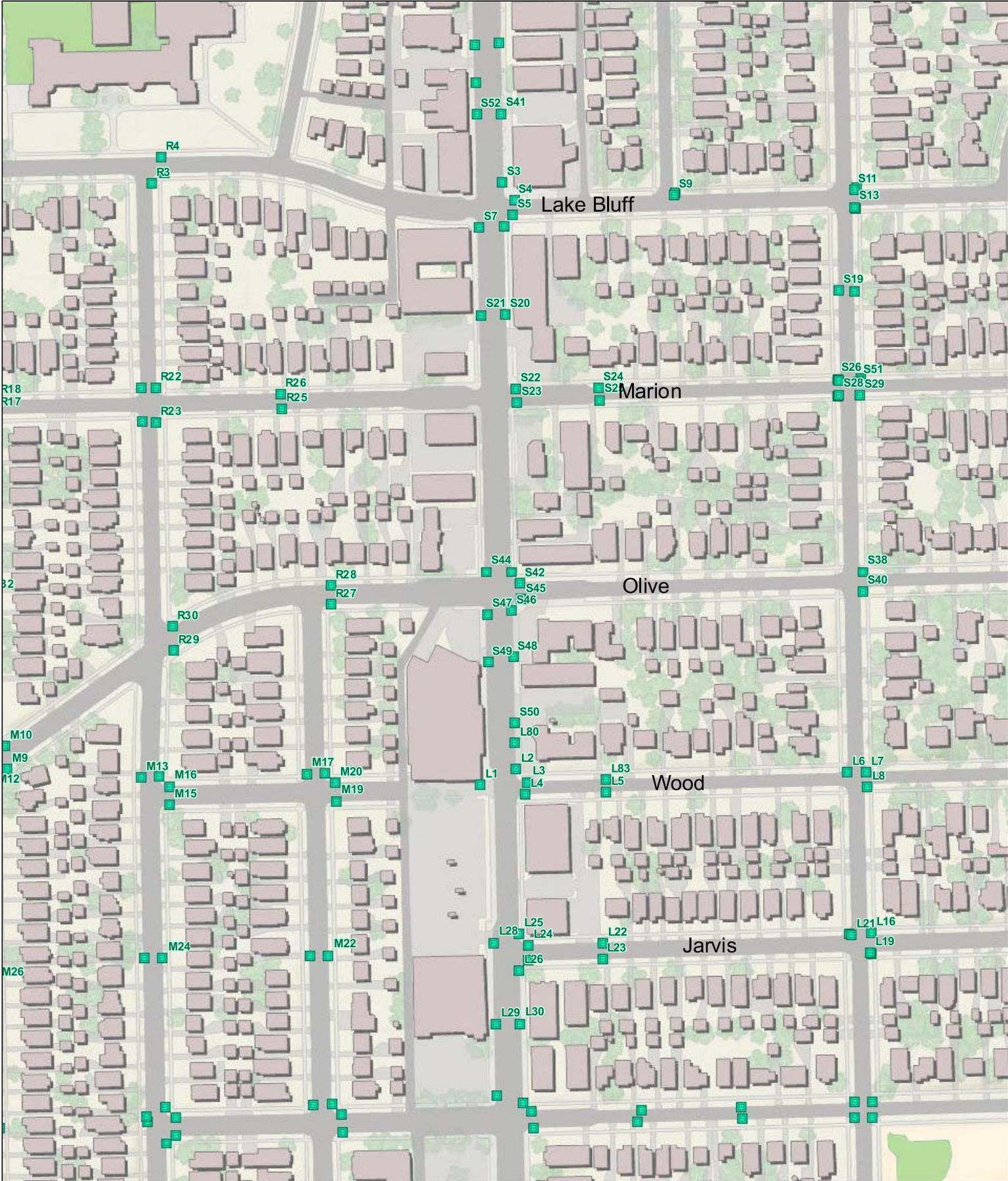
***As the petitioner, I have read the above and agree to all of the conditions.***

***I further agree to inform my employees/staff of these requirements if applicable.***

\_\_\_\_\_  
Signature

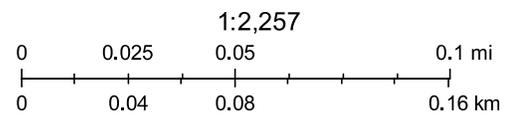
\_\_\_\_\_  
Date

# Oakland Inlets - Jarvis to Lake Bluff



June 27, 2016

□ Curb Inlets



Village of Shorewood, WI  
Friday, June 24, 2016

## Chapter 500. Vehicles and Traffic

### Article VIII. Parking Limits and Regulations

#### § 500-14. General parking restrictions.

- A. No person shall stop or leave any vehicle standing in any of the following places, except an emergency vehicle or, in the case of any other vehicle, temporarily, for the purpose of and while actually engaged in loading or in receiving or discharging passengers and while the vehicle is attended by a licensed operator so that it may be promptly moved in case of an emergency or to avoid obstruction of traffic:
- (1) In a loading zone.
  - (2) In an alley in a business or residential district.
  - (3) Within 10 feet of a fire hydrant unless a greater distance is indicated by an official traffic sign.
  - (4) Within four feet of the entrance to an alley or a private road or driveway, unless a greater distance is indicated by an official traffic sign.
  - (5) Closer than 15 feet to the near limits of a crosswalk.
  - (6) Between the sidewalk and the curb of a public street.
  - (7) Between or adjacent to any public building in such manner as to block fire exits or emergency vehicle or emergency personnel access to such building.
  - (8) Upon any portion of a highway where and at the time when parking is prohibited, limited or restricted by official traffic signs.
- B. There shall be no parking by any vehicle except a legally licensed bus or emergency vehicle in a bus loading zone.
- C. There shall be no parking by any vehicle except a legally licensed taxicab or emergency vehicle in a taxicab stand.



June 28, 2016

To: Village Board  
Cc: Public Works Director Leeann Butschlick  
From: Planning Director Ericka Lang

**RE: Special Privilege Application for Parklet at 4517 Oakland**

Three Lions Pub owners are requesting approval of a parklet in front of their business at 4517 N. Oakland Avenue and have submitted a Special Privilege Application for your consideration.

**Analysis**

The facade length of Three Lions Pub is 44 feet. The proposed parklet would be approximately 40 feet long and 8 feet deep. At each end of the parklet there will be concrete planters and the northern planter will have reflectors on it.

The parklet removes 2 on-street parking spaces. There's approximately 70 on-street parking spaces surrounding the 4500 block of Oakland (see attached block map). In 2014, the Village worked with Three Lions to help identify alternative parking spaces for their employees and reached out to Lake Bluff Elementary School that agreed to supply 20 parking spaces.

**Staff Recommendation**

The proposed parklet does not meet the criteria identified in the draft parklet policy. Staff recommends that the Three Lions Pub parklet is modified to meet all program requirements should the Village Board approve it.

**Suggested Motion**

Move to approve the special privilege application for a parklet in the public way for Three Lions Pub at 4517 N. Oakland Avenue with the condition that the parklet meets all requirements of the Shorewood parklet policy.



# APPLICATION FOR SPECIAL PRIVILEGE APPROVAL

Village of Shorewood  
 Planning & Development Department  
 3930 N. Murray Avenue, Shorewood, WI 53211  
 Phone (414) 847-2640 Facsimile (414) 847-2648  
[www.villageofshorewood.org](http://www.villageofshorewood.org)

<b>OFFICE USE ONLY</b>	<b>FEE \$50.00</b>
Permit ID <u>716-0928</u>	Received <u>5-25-16</u>
Insurance Certificate Exp. <u>5/25/17</u>	
P & D Approval	
Village Board Date <u>4/6/16</u>	Approved Y N

26501

*Approval by the Village Board of Trustee's is required before any temporary or permanent object is placed within the public way throughout the Village of Shorewood, including overhanging objects according to provisions of Section 66.0425 of the Wisconsin Statutes.*

Property Address: <u>4515 N. Oakland Ave</u>			
Description of Improvement: <u>Parklet decking in front of the restaurant</u>			
Reason for Improvement: <u>To increase outdoor seating</u>			
Is this petition for the approval of <b>OUTDOOR CAFÉ SEATING</b> ? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
Total number of outdoor seats: _____			
APPLICANT INFORMATION		PROPERTY OWNER INFO (if different from applicant)	
Name <u>Christopher Tinker</u>		Name <u>Windemere Properties (agent)</u>	
Address <u>9714 W Ruby Ave</u>		Address <u>219 N. Milwaukee St</u>	
City/State/Zip <u>Wauwatosa, WI, 53225</u>		City/State/Zip <u>Milwaukee, WI, 53202</u>	
Phone <u>414-881-8551</u>	Alt. Phone _____	Phone <u>414-271-0210</u>	Alt. Phone _____
Email <u>Tink@threelionspub.com</u>		Email <u>windprop@earthlink.net</u>	

### Material Submission

1. A certificate of liability insurance in the sum of \$100,000 - \$300,000 bodily injury, and \$25,000 property damage, insuring the Village against any liability that might arise by reason of this privilege must be filed with this application. The Village should be listed as a certificate holder on the insurance and the liability insurance must be kept current throughout the existence of this privilege.
2. **In case of outdoor seating**, the petitioner is required to submit a map indicating the proposed layout/plan of any furniture, planters, or other materials to be placed within the public right-of-way. The plan shall clearly indicate the location and number of tables, chairs, and any other materials (including the measured distance from building to curb and the width of the open sidewalk). Dimensions of all materials must be included. The size, location, and number of items may not be increased from that which is approved.

**Read below and sign for explanation of terms and conditions of special privilege approval.**

### Conditions for Special Privilege Approval

1. The petitioner agrees to comply with all laws of the State of Wisconsin and all ordinances of the Village of Shorewood, to abide by any order or resolution of the Village Board affecting this privilege, to be primarily liable for damages to person or property by reason of granting such privilege.
2. The petitioner agrees to remove said privilege whenever public necessity so requires or when ordered upon resolution adopted by the Village Board.
3. The petitioner agrees that the Village of Shorewood, its employees, agents or representatives, shall be held harmless from all liability for injury to the previously mentioned property and damages accruing there from by acts of any Village employees, agents, or representatives in carrying on their assigned duties in such capacity of employment, on the property above described.
4. Petitioner agrees that if in the opinion of the Planning & Zoning Administrator of the Village of Shorewood, the privileges, projections or encroachments permitted herein become out of repair, unsafe or unsightly, and upon receipt of written notice thereof, petitioner will, within five (5) days from the receipt thereof, maintain, repair, or remove such privilege, projection or encroachment at petitioner's expense. It is further agreed and understood that should petitioner fail to comply with said notice to maintain, repair or remove said privilege, projection or encroachment, the Village of Shorewood will have the right to maintain, repair or remove such privilege, projection or encroachment and charge the cost of same to petitioner or property owner.

5. Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition (subject to the approval of the Planning & Zoning Administrator), any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.

### Outdoor Seating within the Public Right-of-Way

1. A minimum of **five (5)** feet of the **six-foot** public sidewalk shall remain unobstructed at all times. This shall be a guideline subject to the discretion of the Planning & Development Department and, finally, the Village Board in authorizing such a permit.
2. Tables, chairs, planters, and other items may be located on both sides of the public sidewalk only if Requirement #1 can be completely satisfied and such use was indicated and approved in the original application for the Outdoor Seating Permit.
3. No seating shall be allowed within a designated curbside bus stop area.
4. Seating may extend beyond the petitioner's property lines with the written approval of the adjacent property and/or business owners.
5. Any area provided by this permit shall be used and/or occupied during the specified times:
  - a. Sunday through Thursday until 10 p.m.
  - b. Friday through Saturday until 11 p.m.Anyone wishing to use this permit beyond the hours given requires approval from the Village Board of Trustees.
6. The petitioner may request that public street furniture be removed from the immediate area by the Shorewood Department of Public Works. Public street furniture **will not** be moved or rotated on a seasonal basis.
7. The petitioner must cooperate with and be responsive to the Shorewood Department of Public Works (DPW) so that the DPW may efficiently complete tasks and activities related to cleaning and maintenance of the right-of-way.
8. The petitioner shall make arrangements for proper litter control and removal of waste generated by dining patrons. Public waste receptacles will not be provided for this purpose. Sidewalks and public areas must be kept clean and clear of debris.
9. All applicable fees shall be submitted with the Special Privilege permit application. Permits shall be issued on or after April 1 of each calendar year. All permits, regardless of issue date, shall expire on December 31 of the year of issuance. Applications for renewal shall be made in the same manner as the original application. Permits are not transferable or assignable.
10. Violations of the above shall be investigated by the Planning & Development Director. Any violations brought to the attention of the petitioner shall be corrected within a reasonable period of time as determined by the Director. Violations not corrected within five (5) days from being cited or advised of a violation shall be considered uncorrected. Three (3) uncorrected violations shall result in the loss of outdoor seating in the public way.

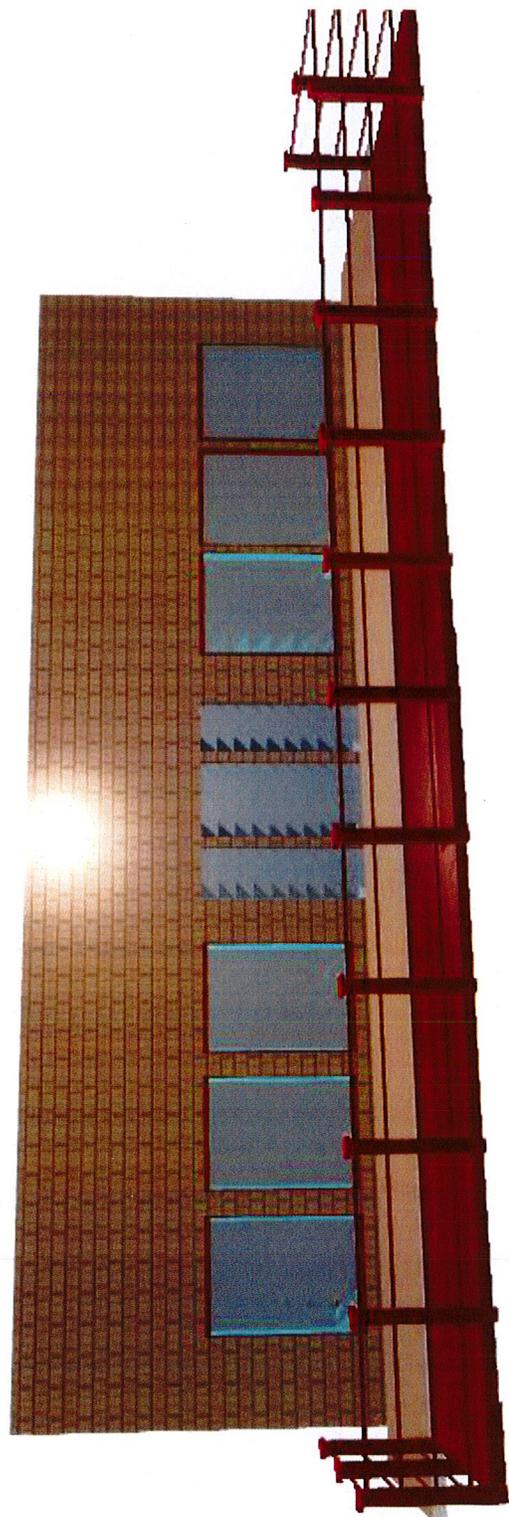
As the petitioner, I have read the above and agree to all of the conditions. I further agree to inform my employees/staff of these requirements if applicable.

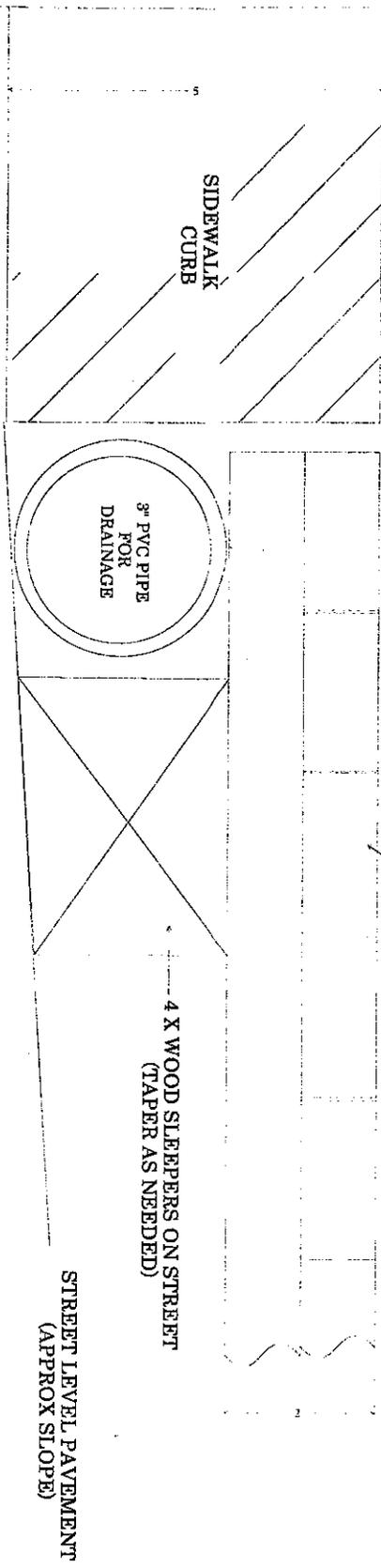
  
\_\_\_\_\_  
Signature

5/24/16  
\_\_\_\_\_  
Date

## Proposal

Three Lions would like to propose the addition of a parklet in front of the restaurant. The extra outdoor seating will allow the restaurant to cater for those customers who desire outdoor seating during the summer months. We understand the importance of quality and fitting with the village aesthetic, and will design and construct accordingly. To ensure this, we contacted (First Step Design), the company that designed and installed the first ever parklet in Wisconsin (on Murray Avenue, between North Ave and Thomas Ave). Using their knowledge and expertise, we will ensure that safety precautions are built into the design. Please see the designs attached.





WOOD DECK PANELS

SIDEWALK CURB

3" PVC PIPE FOR DRAINAGE

4 X 4 WOOD SLEEPERS ON STREET (TAPER AS NEEDED)

STREET LEVEL PAVEMENT (APPROX SLOPE)

# SECTION @ CURB

3 LIONS PUB PROPOSED PARKLET

FIRST STEP DESIGN

SECTION

Scale: 1/2" = 1'-0"  
 Date: 5/11/16  
 Approved by:

Drawn by: SP  
 Revised:

Drawing number:  
 3

3 LIONS PUB  
4515 N OAKLAND AVE  
SHOREWOOD, WI 53211

3 LIONS PUB

SIDEWALK

0'-8"

44'-0"

CONCRETE PLANTERS  
(VERIFY SIZE AND  
LOCATION)

20 X 20 WOOD  
DECK TILES

POSTS & RAILING TYP.  
(STYLE T.B.D.)

CONCRETE PLANTERS  
(VERIFY SIZE AND  
LOCATION)

W  
S E N

PLAN VIEW

- 5-27-16
- E.Lany- reduce width of parklet to have planters directly in front of facade.
  - Add reflectors to northern planters
  - obtain updated Lake Bluff School parking passes for staff

3 LIONS PUB PROPOSED PARKLET

Scale: 1/2"  
Date: 4/29/16

Approved by:

Drawn by: SP  
Revised: 5/17/2016

FIRST STEP DESIGN

PLAN VIEW

Drawing number:

## Seating Plan

It is our intention to keep the "current seating plan" the same. The picnic bench set-up has helped ensure a clear thoroughfare for the public. With regard to seating on the parklet, we intend to use rod iron patio furniture (black in color) set up in a uniform linear fashion. In addition we are will add umbrellas to the tables to increase visibility to traffic. We also intend to place two large planters at the North-East and South-East corners of the parklet for further safety reasons.



June 28, 2016

To: Village Board  
Cc: Public Works Director Leeann Butschlick  
From: Planning Director Ericka Lang

**RE: Special Privilege Application for Parklet at 4044 N. Oakland**

Camp Bar owner Paul Hackbarth is requesting approval of a parklet in front of the business at 4044 N. Oakland Avenue and has submitted a Special Privilege Application for your consideration. Mr. Hackbarth also owns the property.

#### **Analysis**

The facade length of Camp Bar is 60 feet. The proposed parklet would be 40 feet long and 6 feet deep, located more than 4 feet from their driveway. The other adjacent property is a surface lot for an apartment building. The parklet removes 2 on-street parking spaces and is located over 80 feet from the southern intersection. Mr. Hackbarth plans to keep the existing outdoor seating on the sidewalk. The enclosed elevation and pictures is from the owners parklet in Milwaukee that was recently installed.

#### **Staff Recommendation**

The proposed parklet meets the criteria identified in the draft parklet policy except for required approvals. Staff recommends that the Camp Bar completes the required process for installing a parklet should the Village Board approve the policy.

#### **Suggested Motion**

Move to approve the special privilege application for a parklet in the public way for Camp Bar at 4044 N. Oakland Avenue with the condition that the parklet meets all requirements of the Shorewood parklet policy.



# APPLICATION FOR SPECIAL PRIVILEGE APPROVAL

Village of Shorewood  
 Planning & Development Department  
 3930 N. Murray Avenue, Shorewood, WI 53211  
 Phone (414) 847-2640 Facsimile (414) 847-2648  
[www.villageofshorewood.org](http://www.villageofshorewood.org)

Village of Shorewood  
 06/24/2016 10:42 PM  
 Ref 00026737  
 Receipt 119159  
 Amount \$50.00

26737

<b>OFFICE USE ONLY</b>	<b>FEE</b> \$50.00
Permit ID <b>16-1142</b>	Received <b>0.24.16</b>
Insurance Certificate Exp.	
P & D Approval	
Village Board Date	Approved Y N

**Approval by the Village Board of Trustee's is required before any temporary or permanent object is placed within the public way throughout the Village of Shorewood, including overhanging objects according to provisions of Section 66.0425 of the Wisconsin Statutes.**

Property Address: <b>4044 N. OAKLAND AVE.</b>	
Description of Improvement: <b>PARKLETT 40x6</b>	
Reason for Improvement: <b>Outdoor Seating, to improve vibrancy of Shorewood's Streetscape.</b>	
Is this petition for the approval of <b>OUTDOOR CAFE SEATING?</b> <span style="margin-left: 200px;"><b>YES</b></span> <span style="margin-left: 100px;">NO</span>	
Total number of outdoor seats: <b>36</b>	
APPLICANT INFORMATION	PROPERTY OWNER INFO (if different from applicant)
Name <b>PAUL HACKBARTH</b>	Name <b>SAME</b>
Address <b>4044 N. OAKLAND</b>	Address
City/State/Zip <b>Shorewood</b>	City/State/Zip
Phone <b>262-719-7155</b>   Alt. Phone	Phone   Alt. Phone
Email <b>paul@soundbydesign.org</b>	Email

### Material Submission

1. A certificate of liability insurance in the sum of \$100,000 - \$300,000 bodily injury, and \$25,000 property damage, insuring the Village against any liability that might arise by reason of this privilege must be filed with this application. The Village should be listed as a certificate holder on the insurance and the liability insurance must be kept current throughout the existence of this privilege.
2. **In case of outdoor seating**, the petitioner is required to submit a map indicating the proposed layout/plan of any furniture, planters, or other materials to be placed within the public right-of-way. The plan shall clearly indicate the location and number of tables, chairs, and any other materials (including the measured distance from building to curb and the width of the open sidewalk). Dimensions of all materials must be included. The size, location, and number of items may not be increased from that which is approved.

**Read below and sign for explanation of terms and conditions of special privilege approval.**

### Conditions for Special Privilege Approval

1. The petitioner agrees to comply with all laws of the State of Wisconsin and all ordinances of the Village of Shorewood, to abide by any order or resolution of the Village Board affecting this privilege, to be primarily liable for damages to person or property by reason of granting such privilege.
2. The petitioner agrees to remove said privilege whenever public necessity so requires or when ordered upon resolution adopted by the Village Board.
3. The petitioner agrees that the Village of Shorewood, its employees, agents or representatives, shall be held harmless from all liability for injury to the previously mentioned property and damages accruing there from by acts of any Village employees, agents, or representatives in carrying on their assigned duties in such capacity of employment, on the property above described.
4. Petitioner agrees that if in the opinion of the Planning & Zoning Administrator of the Village of Shorewood, the privileges, projections or encroachments permitted herein become out of repair, unsafe or unsightly, and upon receipt of written notice thereof, petitioner will, within five (5) days from the receipt thereof, maintain, repair, or remove such privilege, projection or encroachment at petitioner's expense. It is further agreed and understood that should petitioner fail to comply with said notice to maintain, repair or remove said privilege, projection or encroachment, the Village of Shorewood will have the right to maintain, repair or remove such privilege, projection or encroachment and charge the cost of same to petitioner or property owner.

5. Should this special privilege be discontinued for any reason whatsoever, petitioner agrees to remove all construction work executed pursuant to this special privilege, to restore to its former condition (subject to the approval of the Planning & Zoning Administrator), any curb, pavement, or other public improvement which was removed, changed or disturbed by reason of the granting of this privilege. Petitioner further agrees not to contest the validity of Section 66.0425 of the Wisconsin Statutes, or the legality of this special privilege in any way.

### Outdoor Seating within the Public Right-of-Way

1. A minimum of **five (5)** feet of the **six-foot** public sidewalk shall remain unobstructed at all times. This shall be a guideline subject to the discretion of the Planning & Development Department and, finally, the Village Board in authorizing such a permit.
2. Tables, chairs, planters, and other items may be located on both sides of the public sidewalk only if Requirement #1 can be completely satisfied and such use was indicated and approved in the original application for the Outdoor Seating Permit.
3. No seating shall be allowed within a designated curbside bus stop area.
4. Seating may extend beyond the petitioner's property lines with the written approval of the adjacent property and/or business owners.
5. Any area provided by this permit shall be used and/or occupied during the specified times:
  - a. Sunday through Thursday until 10 p.m.
  - b. Friday through Saturday until 11 p.m.Anyone wishing to use this permit beyond the hours given requires approval from the Village Board of Trustees.
6. The petitioner may request that public street furniture be removed from the immediate area by the Shorewood Department of Public Works. Public street furniture **will not** be moved or rotated on a seasonal basis.
7. The petitioner must cooperate with and be responsive to the Shorewood Department of Public Works (DPW) so that the DPW may efficiently complete tasks and activities related to cleaning and maintenance of the right-of-way.
8. The petitioner shall make arrangements for proper litter control and removal of waste generated by dining patrons. Public waste receptacles will not be provided for this purpose. Sidewalks and public areas must be kept clean and clear of debris.
9. All applicable fees shall be submitted with the Special Privilege permit application. Permits shall be issued on or after April 1 of each calendar year. All permits, regardless of issue date, shall expire on December 31 of the year of issuance. Applications for renewal shall be made in the same manner as the original application. Permits are not transferable or assignable.
10. Violations of the above shall be investigated by the Planning & Development Director. Any violations brought to the attention of the petitioner shall be corrected within a reasonable period of time as determined by the Director. Violations not corrected within five (5) days from being cited or advised of a violation shall be considered uncorrected. Three (3) uncorrected violations shall result in the loss of outdoor seating in the public way.

As the petitioner, I have read the above and agree to all of the conditions. I further agree to inform my employees/staff of these requirements if applicable.

\_\_\_\_\_  
Signature

6/24/16  
\_\_\_\_\_  
Date



# DESIGN REVIEW BOARD APPLICATION - COMMERCIAL

Village of Shorewood  
Planning & Development Department  
3930 N. Murray Avenue, Shorewood, WI 53211  
Phone (414) 847-2640 Facsimile (414) 847-2648  
www.villageofshorewood.org

Village of Shorewood  
Date: 01/24/2016 2:51:42 PM  
Receipt 119159  
Amount \$75.00

26738

Two sets of the project's plans are required to be on file with the Planning and Development Dept. prior to placement on the Design Review Board meeting agenda.

Design Review Board Meeting Agendas are distributed by mail the Thursday prior to the meeting. If you'd prefer email please indicate below.

OFFICE USE ONLY	
PERMIT #	16-1143 FEE: \$75
DATE RECEIVED:	0.24.16
SCHEDULED MEETING:	1.14.16
OUTCOME:	

Property Address: 4042 Oaklark	Business Name: CAMP Bar
<b>Owner's Information</b>	<b>Applicant Information Contractor? YES NO</b>
Name: Paul Hackbart	Name:
Address: 4042 N. Oakland	Address:
City/State/Zip: Shorewood WI	City/State/Zip:
Phone #: Alt #:	Phone #: Alt #:
Email:	Email:
<b>Architectural Firm Name:</b>	
Address:	Phone #:
City/State/Zip:	Alt #:
Contact:	Email:

I would like any agendas, materials or correspondences emailed ONLY. YES NO

Describe in detail the proposed improvement and/or sign installation to the address listed above.

Panklet in street R.O.W. 40' x 6'

Has a building permit been submitted? YES NO Are the project's plans attached? YES NO

### Sign Information

Sign Location, Style and Dimensions NA

Sign Materials

\*\*Monument Signs with concrete footings need a ROUGH Inspection before concrete foundation can be poured\*\*

Will sign be illuminated? YES NO If YES, name of Electrical Contractor:

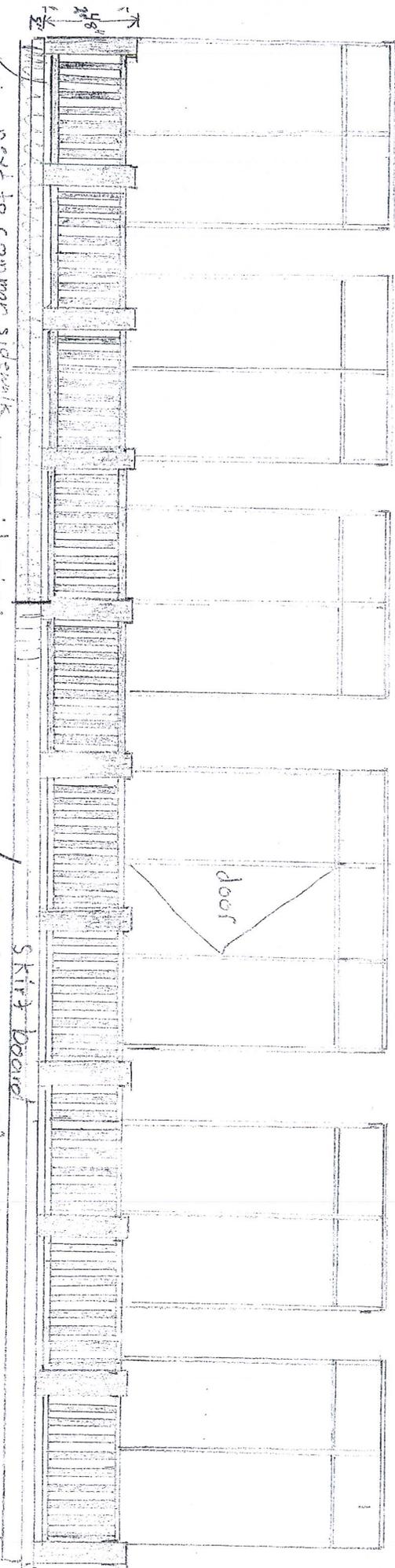
OFFICE USE ONLY – Staff comments and Findings of Design Review Board after consideration of the criteria as outlined in Section 225-12 or 445

Camp Bar  
4044 N Oakland Ave.  
Shorewood, WI 53211

#### ADDENDUM TO PARKLETT APPLICATION

1. Attached are the plans for the Parklett we recently finished construction at our Milwaukee location in the Third Ward. (See attached pictures)
2. Parklett will look identical, and use only the finest materials to compliment the façade of Camp Bar Shorewood and the beautiful street scape of Oakland Ave.
3. The drawing in the packet will be sized down (length) to meet Shorewood's approved size.
4. We own the building at 4044 N Oakland Ave., so no landlord approval will be needed.
5. Our certificate of insurance is already on file with Village of Shorewood for café/parklett seating.
6. Parklett will follow outdoor hours already in place at Camp Shorewood to respect our neighbors. (10AM school nights, 11PM Weekends)
7. Parklett will be designed in sections for easy removal and setup yearly.

Building above



Failing next to common sidewalk  
 4" cedar rails  
 4" cedar spindles  
 1 1/2" decking

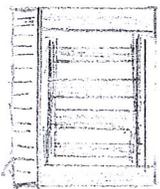
Side view  
 1 1/2" decking  
 squares on adjustable  
 pilars to allow 4" of drainage

Top View



Skirt Board  
 elevated deck approx 1 1/2" from street level  
 North elevation  
 Existing window locations are approx.

1/4 scale  
 11/17/21



West elevation

above siding in match with elevation  
elevated a meter

6' 36"



6" space for drainage  
Helps to match existing  
concrete upper siding

1" decking  
on 1/2" inch  
fall piers to  
allow drainage

1/4 scale

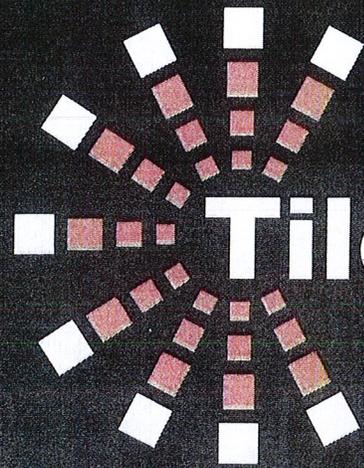
East and West Elevation







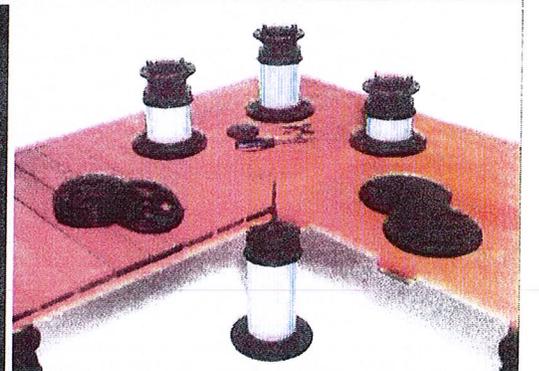
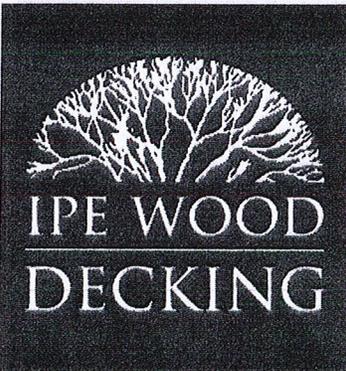
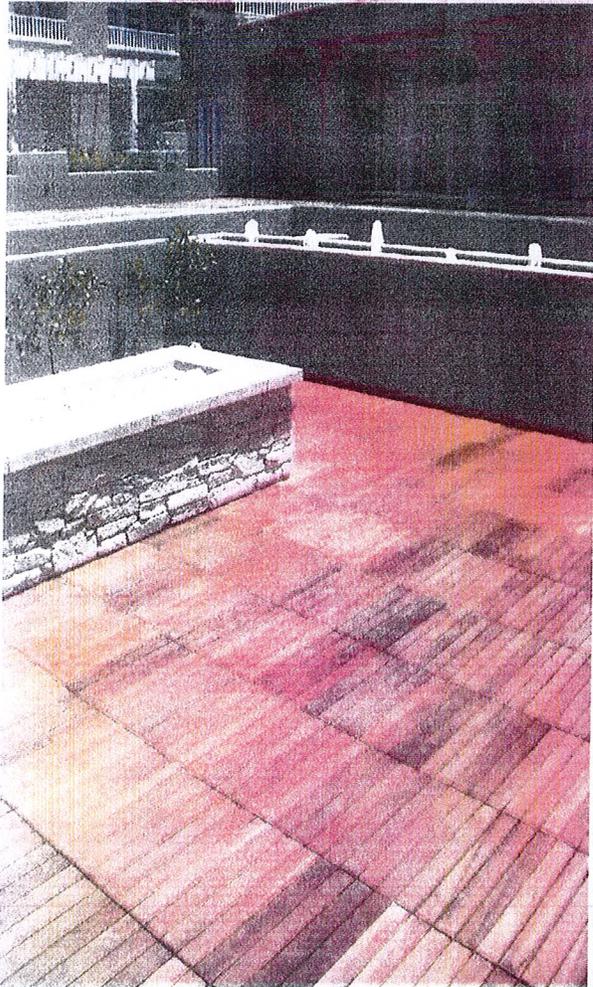




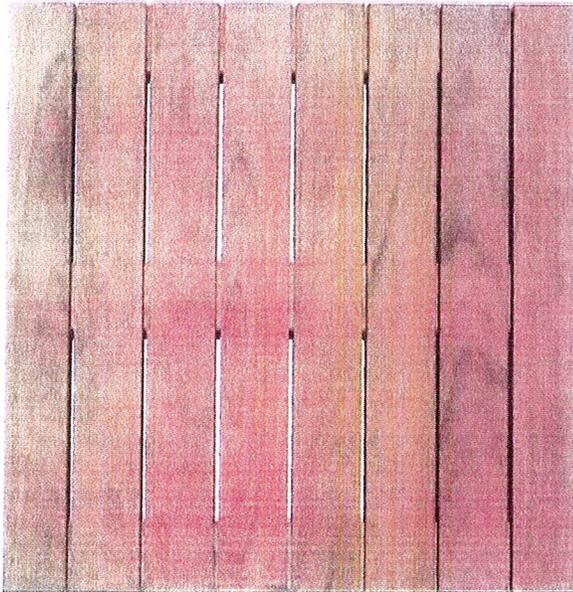
**Tile Tech**

**IPÊ-Tile™**

*Paving America one step at a time!*



MANUFACTURER OF IPÊ WOOD TILES & ADJUSTABLE PEDESTAL SYSTEMS



**DIMENSIONS:**

- 20" x 20" x 1-1/2"
- 24" x 24" x 1-5/8"
- 24" x 48" x 1-5/8" (Custom Size)

**SURFACE:**

- Smooth
- Grooved

**WEIGHT:**

- 5.75lbs per SqFt *LIGHT WEIGHT!*

**FIRE RATING:**

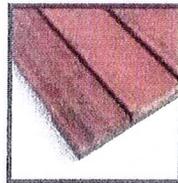
- Class A  
(ASTM E108-07a Spread of Flame)

**HARDNESS:**

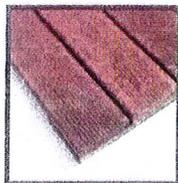
- 3,680 lbs (Janka Rating)

Tile Tech's IPÉ Wood paving tiles are designed for constructing raised wood decks over exterior surfaces such as rooftops, terraces and plazas, in both residential and commercial applications.

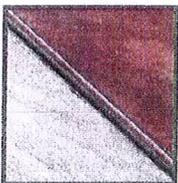
Our IPÉ Wood Tiles are constructed from kiln dried 1x3 IPÉ wood face slats secured to 3 IPÉ wood support runners (battens) using corrosion resistant stainless steel screws. Due to their high structural strength, dimensional stability and low flexing, Tile Tech's IPÉ paving tiles are specifically designed for installation on our pedestal supports, enabling decks with a perfectly horizontal surface to be built over sloping or irregular surfaces. Pedestals can be either fixed height or adjustable for slop compensation. The Pedestal System provide a broad footprint that can easily be installed and placed directly on top of roofing and waterproofing systems with no insulation.



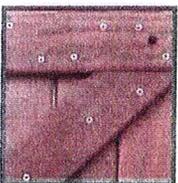
**Smooth Surface** Structural IPÉ Deck tiles is our most popular tile and exceeds the Americans with Disabilities Act requirements for Static Coefficient of friction in a wet environment (ASTM-C1028-89)



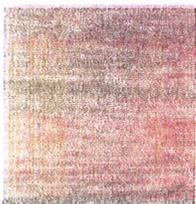
**Grooved Surface** Structural IPÉ Deck tiles provide the highest slip resistance for wet climates. often specified when added slip resistance is desired but not required.



**Sealed or Weathered** IPÉ Deck Tiles can be sealed to maintain its natural beauty or it can be allowed to weather to a beautiful silver gray. To retain the rich color, an oil based finish with ultraviolet inhibitors is recommended.



**Structurally** constructed with 7/8" thick boards for extra strength and resistance to flexing. A slot cut in the corner of each tile enables a special washer to be inserted and invisibly screwed to the top of the pedestal, thus locking down the tiles and ensuring a safe, secure and level surface.



Weathered

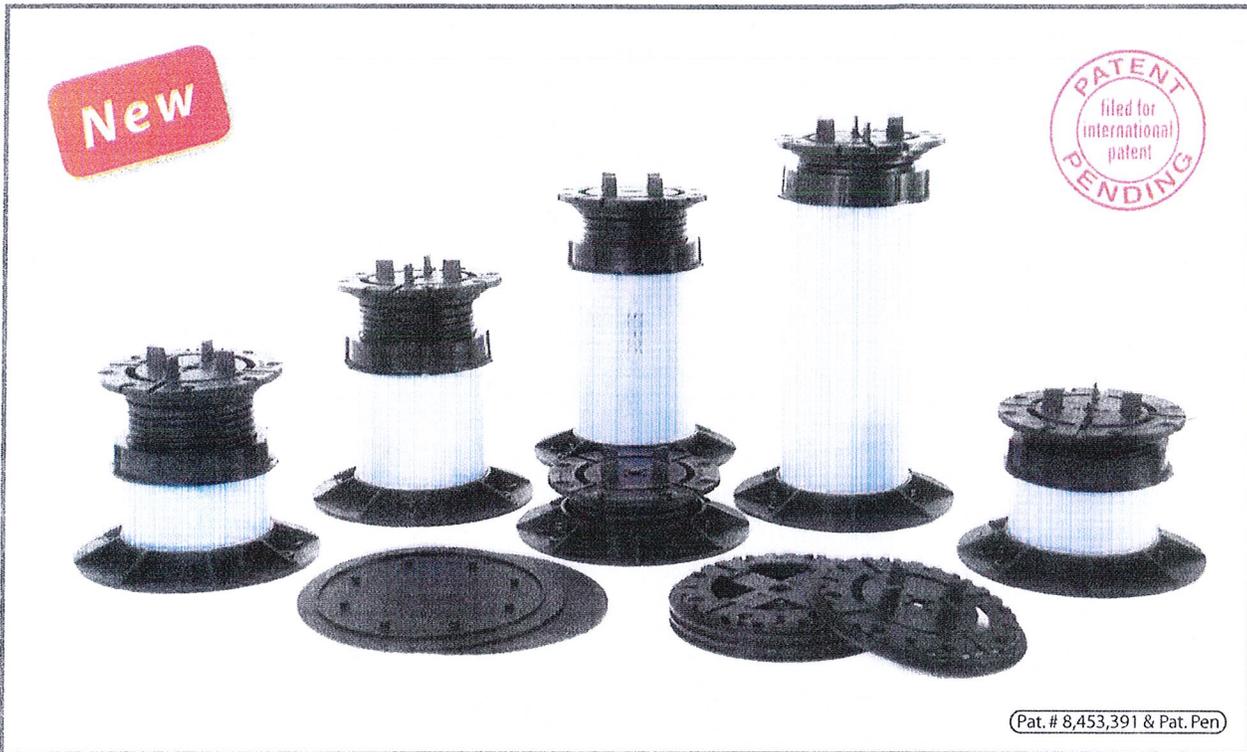


Waxed



Varnished

# H Y B R I D



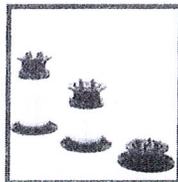
Adjustable Pedestal System

*The Tile Tech Pedestal System is designed for concrete pavers or IPE Wood Tiles to lay level over a built up roof.* The substrate can be either concrete or wood structure, with a roof membrane over the top.

Our new Hybrid Pedestal™ System consists of 7 standard components and off-the-shelf, 4.215" diameter SDR-35 PVC pipe. The PVC pipe allows the pedestal system to vary in height up to 22+ inches and is cut to the desired height using 12" chop saw. The Uni-Base is then "press fit" on to one end of the PVC pipe and a Uni-Collar on to the other end and require no gluing or other attachments. Either 3/4" or 1-1/2" Uni-Insert is then screwed in to the Uni-Collar allowing for fine height adjustments. The assembly is completed by aligning and locking the Uni-Cap with the Uni-Insert. The Uni-Cap features include built-in self-leveling and removable 1/8" spacer tabs for proper paver spacing and joint alignment.



**Stackable caps** allow for minor height adjustments from 1/2" up to 6" and can compensate for slopes of 0% to 3% by aligning the built-in slope compensator of one cap relative to another. *Simple, easy and affordable!*



**Single model design** allows for all height applications from low as 1/2" and as high as 22" resulting in reduced labor and material cost.

*Eliminates leftover parts and pieces!*

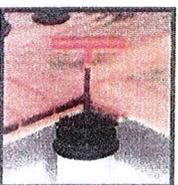


**PVC pipe adjustment** allows the pedestal system to vary in heights up to 22+ inches by using off-the-shelf 4"Ø SDR-35 PVC pipe available everywhere. *Eliminates material & shipping cost!*



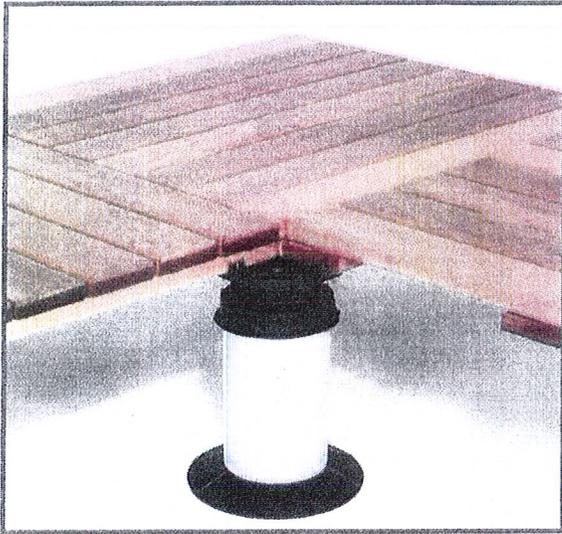
**Screw adjustment** allows for quick and easy fine height tuning for an additional 3/4" or 1-1/2" depending on model size of UNI-INSERT™ used.

*Eliminates having to cut pipe exactly!*

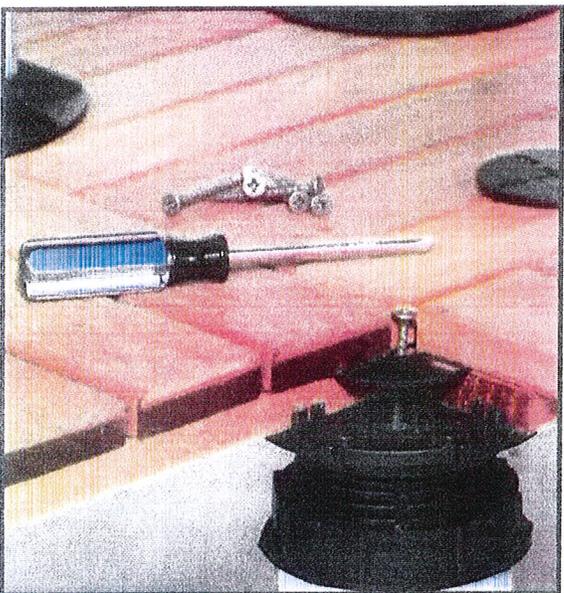
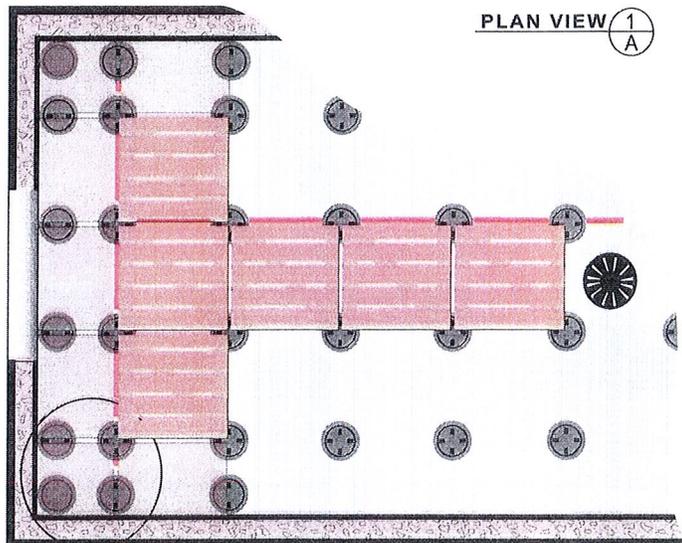


**Self-Leveling** head allows for slope compensation of 0% to 6% in any direction. Allen or Hex key will allow for leveling while loaded with pavers.

*Eliminates having to remove pavers to make adjustments!*



1. In a typical installation do not start first row of pavers at perimeter wall, instead begin installation of full pavers at the second row in the roof field.
2. Mark perpendicular guidelines on substrate surface to ensure square layout.
3. The first height of the pedestal is then determined and PVC pipe is cut with a standard 12" shop saw to the required height, less 3/8" for bottom base and collar insets plus buffer pad. The Uni-Insert will provide an additional 3/4" or 1-1/2" of height depending on the model size used.
4. Install initial pavers along guidelines forming a "T" pattern. Install remaining field pavers out from "T".
5. Perimeter pavers are installed last and normally cut and less than full size to ensure proper layout and fit. Pedestal spacer tabs can be removed in order to position pedestals at perimeter just tangent to wall.
6. Any section of the roof that receives concrete pavers that is not restrained by an abutting wall or parapet must be "boxed in" by some field installed restraint. No movement should be allowed at the perimeter of a paver system.



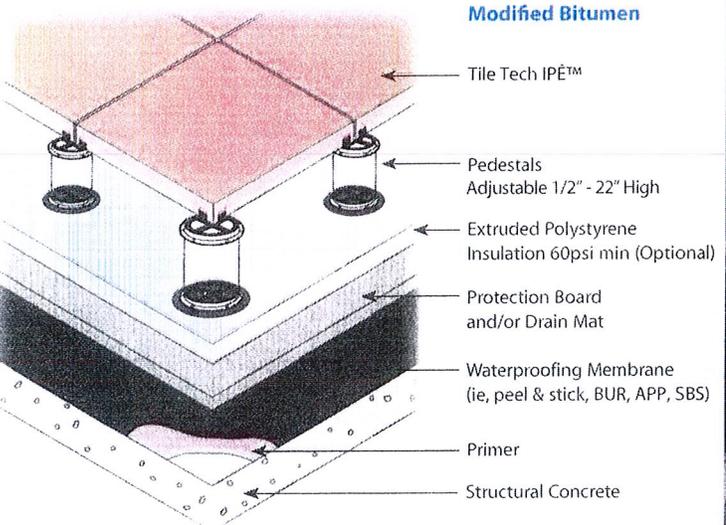
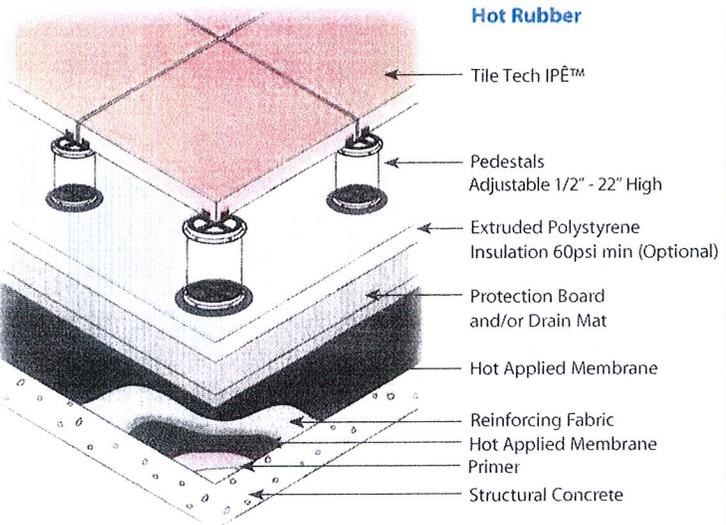
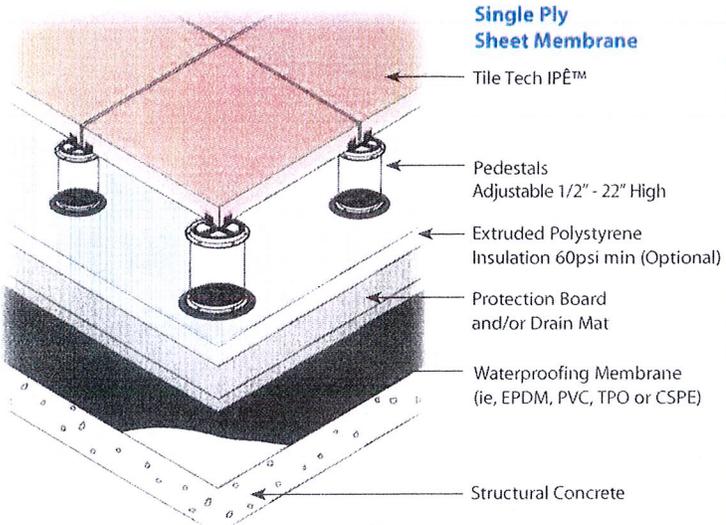
## A step above the rest...

**Quick water drainage.** The gap between and under Tile Tech IPE Tiles™ allows for rapid water discharge on to substrate surface.

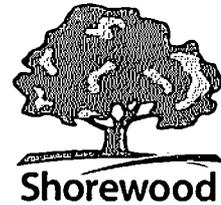
**Concealment of utilities, pipes and drains.** The void between the IPE Tile and membrane can be used to accommodate pipes and services including drains, but retain easy access for maintenance and repair.

**Thermal insulation & protection.** The void between the paving and membrane encourages constant air circulation, extending the life of the waterproofing and improving heat insulation in addition to protecting the substrate surface from UV degradation.

**Level paving & significant less weight.** With no requirement for special surface preparations, such as sand or aggregate bedding the floating system provides a level, light weight solution, allowing structures to be built with less loading on structure and at substantially lower cost.







## MEMORANDUM

Date: July 11, 2016

To: Village Board

From: Chris Swartz, Village Manager

Re: Metro Market Public Market Area

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### **Background.**

As part of the Metro Market plan, a covered market area was planned in front of the parking structure, to provide additional "street activity" between the Metro Market and the Mosaic building. The concept was to have a small open air market, entertainment and the opportunity to showcase local organizations and businesses.

### **Analysis.**

The logistical issue for such a market to occur is, "who will operate it" and under what ordinance and policy. After considerable discussion with the Village attorney and Judiciary, Personnel and Licensing Committee, it was determined that a Special Use Permit (for right-of-way use) would be the vehicle an individual or organization would be required to obtain to use the space. In addition, a policy for use would then be adopted so that rules for use would be documented. The policy is attached for your consideration.

Relative to "who will operate the market," staff considered an in-house operation and talked with the BID and the Shorewood Farmer's Market organization. These options were not viable for 2016. The Shorewood Booster Club had interest in operating the market in 2016 (they operate the annual craft show at Shorewood High School). In this regard staff drafted a sample agreement for a group, like the Booster Club, to utilize the space as a fundraiser for their organization. The sample agreement is attached.

### **Conclusion.**

Staff is requesting that:

1. A policy for use of the market area be considered for adoption as attached.

Market Area Space  
Page 2  
July 11, 2016

2. A sample agreement for use by an organization or business be considered for approval as attached.
3. Consideration of authorizing staff to enter into an agreement with the Shorewood Booster Club, per attached sample agreement.

The motions required are:

1. To Approve policy and sample agreement for individual or organization use of the Metro Market area market space within the Village right-of-way.
2. To authorize staff to execute an agreement with the Shorewood Booster Club, for utilization of the Metro Market area market space within the public right-of-way for the year 2016 only.

If you have any questions, please contact me.

/Chris



**Shorewood**

**MEMORANDUM**

**Village Attorney's Office**

Nathan J. Bayer  
William P. Dineen

**TO:** Chris Swartz, Village Manager

**FROM:** Nathan J. Bayer, Village Attorney

**DATE:** July 5, 2016

**RE:** Outdoor Urban Market Policy

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Enclosed please find a draft of the proposed outdoor urban market policy. Below is a brief description of why it is structured in this manner.

By mandate of state law, the Village Code grants the power to issue or deny a special privilege permit to operate in the public right of way solely to the Village Board. However, both state law and Shorewood's Code allow the Board to rely heavily upon Village Departments to review each application, and to rely upon the recommendation of these departments on whether or not to grant a special privilege. In fact, Section 466-18 E of Shorewood's Code states that "The Village Board Shall refer to the Director of Public Works, Planning and Zoning Administrator, Building Inspector and the Chief of Police or their designees all petitions for special privileges for their consideration and recommendation." In other words, the collective knowledge base of these departments can be used in deciding whether to recommend or deny an application, and it is contemplated that the Board will act on the departments' collective recommendation.

The new proposed "policy" tells an applicant for a special privilege permit the criteria he or she must meet in order to garner a positive recommendation from all the Village Departments that must review the application.

Utilizing this approach is preferable to creating a new ordinance for one very specific, and very small, piece of property in the public right of way. It also gives the municipality the flexibility to amend its policy as the need arises rather than amending ordinances.

This approach is similar to, and consistent with, the approach the Village is taking on creating criteria for proposed "parklets." In each case, while a special privilege permit is still needed from the Village Board, the new policy informs applicants of the criteria the Village Departments will be applying when deciding whether or not to recommend issuance of a permit. This makes the process more open and transparent.

***Village of Shorewood:  
Policy Establishing Criteria for Issuance of a Special Privilege Permit to Use the Outdoor Urban Market  
located on Oakland Ave.***

**Background**

When the Metro Market was constructed along Oakland Ave., the Village worked with the developer to include a unique space intended to foster public activity and discourse, and to allow local artists and community groups to sell arts, crafts, and related goods. This approximately 800 square foot area, which is partially sheltered by canvas covering, is located on the West Side of N. Oakland Ave at E. Wood Place, in front of the shared parking structure. It is referred to herein as the “outdoor urban market.” Here is a photo of the space:



It is anticipated that the outdoor urban market can be utilized simultaneously by up to five groups or individuals from June until October, with programming occurring between 9:00 am and 2:00 pm on Saturdays, and some holidays.

**Purpose of Policy**

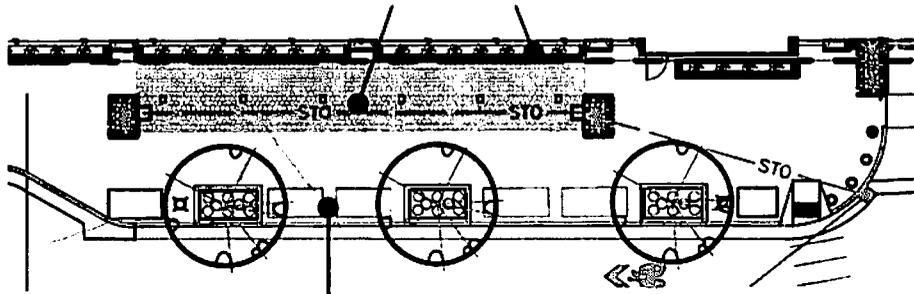
While the outdoor urban market is adjacent to the sidewalk, it is still located within the public right of way. Because of this, a “special privilege permit” under Village Code §446-18 needs to be issued before private groups can utilize this area.

Pursuant to Village Code, a special privilege permit to operate in the public right of way is to be granted or denied by the Village Board. However, § 446-18 E also dictates that “The Village Board shall refer to the Director of Public Works, Planning and Zoning Administrator, Building Inspector and the Chief of Police or their designees all petitions for special privileges for their consideration and recommendation.” The purpose of this policy is to set the conditions that a permit applicant must meet in order to secure the various Village Department’s “recommendation” that the full Board grant a privilege. This criteria is unique to the outdoor urban market designated above. This criteria does not apply to applications for special privileges in other public right of ways.

Given the large number of individuals and groups it is anticipated will wish to utilize the outdoor urban market, and the considerable time it is anticipated will be necessary to coordinate scheduling and handling logistics, it is not practical for the Village to manage this coordination, or issue potentially hundreds of limited special privilege permits in five hour blocks during the course of the year. The Board would have to consider each application individually as well. Thus, the Village will entertain the issuance of a single special privilege permit to one non-profit group, to allow activity as enumerated in this policy. After issuance, the non-profit group would then coordinate the use of the market by other individuals/groups for enumerated uses only. As owner of the land on which the outdoor urban market is situated, the Village retains the right to utilize the market for activities directly sponsored by the municipality, and will work with any permit holder to coordinate when the municipality takes precedence over other activities.

### **Site Description**

The outdoor urban market is located on the West Side of N. Oakland Ave at E. Wood Place, in front of the shared parking structure, as depicted in the photo above and the diagram below. The shaded area on the diagram shows where the canvas covering would shelter the market area intended to be used by individuals or groups per the criteria described herein. This space is 66' by 12', and constitutes 792 square feet. It can accommodate up to 5 separate groups under its awnings. The spaces are demarcated by six colonnades spaced 10 feet apart with a canvas covering.



Any special privilege permits issued would be limited to this space only.

### **Programming Objectives**

Any holder of a special privilege permit for the outdoor urban market shall agree to foster programming that meets the following program objectives, which aim to:

- Activate the street front by fostering social interaction and creating a sense of community and neighborliness.
- Provide a sense of comfort or safety to people gathering and using the space.
- Reflect the community's local character and personality.
- Encourage use and interaction among a diverse cross section of the community.
- Provide consistent and equitable activities promoting Shorewood business district and complement existing businesses.

The permit holder shall agree to meet from time to time with Village staff to evaluate whether the programming objectives are being met and to make changes as requested by the Village.

### **Eligible Activities for Outdoor Urban Market**

Any holder of a special privilege permit for the outdoor urban market shall agree to only coordinate the following activities:

- Fundraising or advocating events for nonprofit groups with ties to the Village of Shorewood (e.g., boy or girl scouts, Shorewood Foundation, school booster clubs, humane society, etc.)
- Educational exhibits (e.g., conservation committee, sustainable awareness showcase, battery drop off, etc.)
- Art or cultural displays
- Sales of arts or crafts (no food sales)
- Entertainment, music or performances consistent with the programming objectives
- Shorewood business showcases
- Educational or promotional activities of the Shorewood School District
- Promotional activities sponsored by the Shorewood Business Improvement District

Any commercial activity is intended to be limited to local community groups and artists as opposed to commercial product vendors. The permit holder shall agree to meet from time to time with Village staff to evaluate whether use is being limited to eligible activities, and to make any changes as requested by the Village.

### **Programming dates and times**

Programming in the outdoor urban market shall be limited to Saturdays, between the hours of 9:00 am and 2:00 pm, from June 1 through October 31, and on holidays as appropriate.

### **Additional conditions on use of the outdoor urban market**

In addition to the conditions placed upon a special privilege permit holder enumerated in Village Code § 466-18 C, the permit holder for the outdoor urban market shall agree to the following additional conditions:

- No organization may use the space more than 12 times in one year.
- The adjacent sidewalk space must be unobstructed at all times.
- Equipment, goods, tables, chairs and the like shall be contained within the 792 square foot area described herein.
- All garbage within the market area shall be removed and the site left in the same or better state than before the activity.
- Card table displays are not allowed.

- Groups scheduled to use the outdoor urban market that fail to appear on their assigned date are not eligible for events for the remainder of the year.
- As owner of the land on which the outdoor urban market is situated, the Village retains the right to utilize the market for activities directly sponsored by the municipality. The municipality will work with the permit holder to coordinate these events.

### **Application Process**

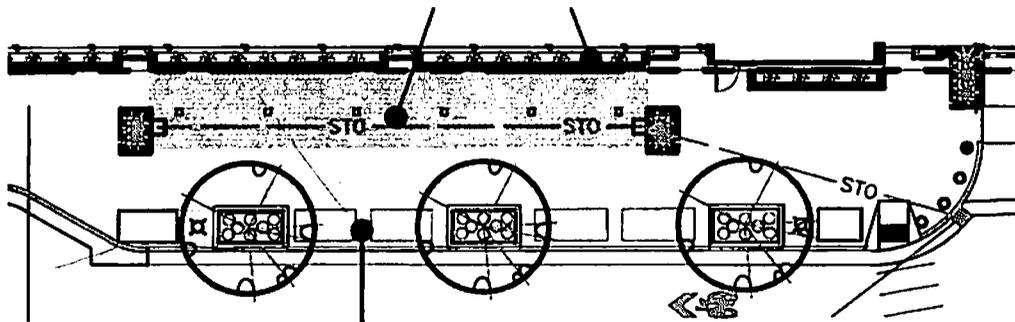
Applications shall be filed in accordance with Village Code § 466-18 B. Applicants should familiarize themselves with all the conditions, requirements, and limitations placed on a conditional use permits contained in Village Code Section § 466-18.

**AGREEMENT CONCERNING USE OF THE SPECIAL PRIVILEGE PERMIT FOR THE OUTDOOR URBAN MARKET LOCATED ON OAKLAND AVENUE**

This Agreement is between the Village of Shorewood and \_\_\_\_\_, and its purpose is to establish the guidelines under which \_\_\_\_\_ will operate the special privilege permit issued for the outdoor urban market located on Oakland Avenue. In exchange for the Village Board issuing a special privilege permit to \_\_\_\_\_, to allow it to operate in the outdoor urban market located on Oakland Ave., which is situated in the public right of way, \_\_\_\_\_ agrees to coordinate and supervise activities within the outdoor urban market as described below. For this consideration, \_\_\_\_\_ agrees to abide by all terms and conditions herein.

**Description of the area in the public right of way that constitutes Shorewood’s “Outdoor Urban Market”**

Shorewood’s “outdoor urban market” is located on the West Side of N. Oakland Ave at E. Wood Place, in front of the shared parking structure, as depicted in the photo and diagram below. The shaded area on the diagram shows where the canvas covering would shelter the market area intended to be used by individuals or groups per the criteria described herein. This space is 66’ by 12’, and constitutes 792 square feet. It can accommodate up to 5 separate groups under its awnings. The spaces are demarcated by six colonnades spaced 10 feet apart with a canvas covering.



The special privilege permit issued to \_\_\_\_\_ is limited to this space only.

### **Programming Objective Requirements**

The purpose of the special privilege permit is to allow \_\_\_\_\_ to coordinate the use of the outdoor urban market by other groups that qualify per the criteria enumerated below. \_\_\_\_\_ hereby agree to only foster programming that meets the following program objectives, which aim to:

- Activate the street front by fostering social interaction and creating a sense of community and neighborliness.
- Provide a sense of comfort or safety to people gathering and using the space.
- Reflect the community's local character and personality.
- Encourage use and interaction among a diverse cross section of the community.
- Provide consistent and equitable activities promoting Shorewood business district and complement existing businesses.

\_\_\_\_\_ also agrees to meet from time to time with Village staff to evaluate whether the programming objectives are being met and to make changes as requested by the Village.

### **Activity Requirements**

\_\_\_\_\_ agrees to only coordinate the following activities:

- Fundraising or advocating events for nonprofit groups with ties to the Village of Shorewood (e.g., boy or girl scouts, Shorewood Foundation, school booster clubs, humane society, etc.)
- Educational exhibits (e.g., conservation committee, sustainable awareness showcase, battery drop off, etc.)
- Art or cultural displays
- Sales of arts or crafts (no food sales)
- Entertainment, music or performances consistent with the programming objectives
- Shorewood business showcases
- Educational or promotional activities of the Shorewood School District
- Promotional activities sponsored by the Shorewood Business Improvement District

Any commercial activity is intended to be limited to local community groups and artists as opposed to commercial product vendors. The permit holder shall agree to meet from time to time with Village staff to evaluate whether use is being limited to eligible activities, and to make any changes as requested by the Village.

### **Programming Date and Time Requirements**

\_\_\_\_\_ agrees that programming in the outdoor urban market shall be limited to Saturdays, between the hours of 9:00 am and 2:00 pm, from June 1 through October 31, and on holidays as appropriate.

**Additional Misc. Requirements**

\_\_\_\_\_ agrees to the following additional conditions on programming:

- No organization may use the space more than 12 times in one year.
- The adjacent sidewalk space must be unobstructed at all times.
- Equipment, goods, tables, chairs and the like shall be contained within the 792 square foot area described herein.
- All garbage within the market area shall be removed and the site left in the same or better state than before the activity.
- Card table displays are not allowed.
- Groups scheduled to use the outdoor urban market that fail to appear on their assigned date are not eligible for events for the remainder of the year.
- The special privilege permit holder must also meet all conditions enumerated in Village Code § 466-18 C, including, but not limited to, insuring requirements, accepting liability for any damages resulting from use of the special privilege, and removing any obstructions in the public right of way as ordered by the municipality.
- The special privilege permit holder acknowledges that the permit may be revoked at any time by the Village Board.
- As owner of the land on which the outdoor urban market is situated, the Village retains the right to utilize the market for activities directly sponsored by the municipality. The municipality will work with the permit holder to coordinate these events.

**Assignment**

This Agreement and interests hereunder are not to be assigned.

**Wisconsin Law.**

This Agreement shall be governed by and construed with the laws of the State of Wisconsin.

**Complete Agreement.**

This Agreement represents the entire of listing of the terms between the parties. This Agreement may be modified only in writing by an amendment signed by both parties.

**Endorsement.**

By endorsing this Agreement both \_\_\_\_\_ and the Village indicate that each has the authority to bind to the terms of this Contract.

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
VILLAGE

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized representative of  
\_\_\_\_\_



AT THE EDGE OF THE CITY AND  
THE HEART OF EVERYTHING

## MEMORANDUM

**TO:** Public Works Committee  
Village Board of Trustees  
Guy Johnson, Village President  
**FROM:** Tyler Burkart, Assistant Village Manager  
**DATE:** July 11, 2016  
**RE:** Lake Drive Traffic Count

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### SUMMARY

The Pedestrian and Bicycle Safety Committee along with the Village Board adopted the Pedestrian and Bicycle Master Plan in 2015. The plan established main priorities and projects for the Pedestrian and Bicycle Safety Committee to work on. One of the main priorities for the Pedestrian and Bicycle Safety Committee is making Lake Drive more pedestrian and bicycle friendly. Lake Drive currently is a four lane road throughout Shorewood that allows residents and visitors to park in the outer lanes during particular non-peak hours. Once Lake Drive enters Whitefish Bay, the road becomes only two lanes with additional space on the side of the street for parking and bicycle use. The Village of Whitefish Bay a few years ago was able to restripe Lake Drive to transform the road from four lanes to two lanes in order to encourage vehicles to drive at slower speeds and create a more bicycle friendly street.

The Pedestrian and Bicycle Safety Committee recommends for the Village Board to consider restriping Lake Drive north of Capitol Drive to be a two lane road instead of four lanes. Since Lake Drive is a state highway, the Village of Shorewood needs to perform a traffic count before it can even consider and ask the state for permission to restripe Lake Drive. It is recommended the traffic count only assess Lake Drive north of Capitol Drive due to heavy traffic use south of Capitol Drive. The Village of Shorewood staff received three bids to perform the traffic count. After reviewing the bids, Village staff recommends to move forward with Ayres Associates for a total cost of \$4,300. Not only was this bid less expensive by roughly \$5,000 compared to the other two bids, but the traffic engineer who would complete the traffic study, Kenneth Voigt, completed the same traffic study on Lake Drive for the Village of Whitefish Bay. Mr. Voigt can help bring experience from his work with Whitefish Bay and WisDOT (Wisconsin Department of Transportation) to perform a reliable traffic study. The Village also received proposals from TADI (Traffic Analysis & Design, Inc.) and Strand Associates.

Village staff has attached the proposed contract from Ayres Associates to complete the traffic study. In order to obtain the most impactful data, staff and Ayres Associates are proposing to perform the traffic study in September when school is back in session. Once the traffic study is completed, staff will work with the Pedestrian and Bicycle Safety Committee along with WisDOT on future plans for Lake Drive.

**BUDGET IMPACT**

The Village proposes to use \$4,300 out of reserves to fund the Lake Drive traffic study.

**RECOMMENDED MOTION**

“I move to enter into an agreement with Ayres Associates for \$4,300 to perform a traffic study on Lake Drive north of Capitol Drive to assess the capability of the road to be restriped as a two lane road.”

# **Lake Drive Lane Reduction Traffic Study Capitol Drive to Kensington Boulevard Village of Shorewood, Wisconsin**

## **Background**

The Village of Shorewood (CLIENT) would like to redesign the segment of Lake Drive (STH 32) between Capitol Drive and Kensington Boulevard (North Village Limits) to reduce the number of through traffic lanes to one lane in each direction with a pavement marked area to be used for on-street parking and bicyclists. The Wisconsin Department of Transportation (WisDOT) has requested that the Village conduct a traffic study to determine if the lane reduction project will adversely affect intersection traffic operating conditions. The following Scope of Services has been prepared by Ayres Associates (CONSULTANT) to conduct the WisDOT requested traffic study.

## **SCOPE OF SERVICES**

### **Task 1: Data Collection**

- a. The CLIENT will provide the CONSULTANT with electronic digital aerial photograph of the Lake Drive study corridor.
- b. The CLIENT will provide the CONSULTANT with traffic signal timings for the Lake Drive intersection with Capitol Drive.
- c. The CONSULTANT will collect traffic movement counts at the Lake Drive intersection with Capitol Drive during the weekday morning 6:00 AM to 9:00 AM and 3:00 PM to 6:00 PM evening peak traffic periods.
- d. The CONSULTANT will survey on-street parking regulations along the Lake Drive study corridor.

### **Task 2: Analysis**

- a. The CONSULTANT will analyze existing morning and evening peak hour traffic operating conditions for the Lake Drive intersection with Capitol Drive to identify traffic movement Level of Service and maximum queuing.
- b. The CONSULTANT will identify intersection improvements to maintain acceptable Level of Service operation, minimize queuing and enhance pedestrian crossings with potential changes in signal timing and lane use designations at the Lake Drive intersection with Capitol Drive.
- c. The CONSULTANT will prepare a typical lane reduction pavement marking concept drawing for a typical Lake Drive intersection with a neighborhood street and with Capitol Drive.

### **Task 3: Report**

The CONSULTANT will prepare a Technical Memorandum of the study procedures and findings.

**Task 4: Meetings**

The CONSULTANT will attend one meeting with the CLIENT and/or WisDOT officials to discuss the study findings.

**SCHEDULE**

The CONSULTANT will submit a Lake Drive Lane Reduction Technical Memorandum to the CLIENT within 30 days of receipt of signed agreement or a Notice to Proceed.

**RESPONSIBILITY OF CLIENT AND OTHERS**

The CLIENT will be responsible for providing timely review of the technical memorandum drafts.

**ADDITIONAL SERVICES**

Tasks not described in the Scope of Services will be considered additional (extra) services, and can be conducted upon written amendment to this agreement.

**a. If Authorized Task**

If authorized, the CONSULTANT will prepare a conceptual lane reduction pavement marking drawing for the Lake Drive study corridor. The conceptual lane marking plan will be submitted to the CLIENT within 14 days of receipt of an 'If Authorized' task agreement or written Notice to Proceed.

**b. COMPENSATION for 'IF AUTHORIZED' Task**

Compensation for the above 'If Authorized' Task shall be a lump sum amount of One Thousand Five Hundred dollars (\$1,500.00).

**COMPENSATION**

Compensation for the above Scope of Services shall be a lump sum amount of Four Thousand Three Hundred dollars (\$4,300.00).

**CONTRACT TERMS AND CONDITIONS**

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

**ACCEPTANCE**

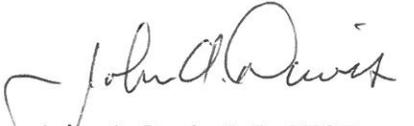
If this proposal and terms and conditions are acceptable to you, a signature below will serve as our authorization to proceed.

This proposal is valid until July 15, 2016 unless extended by us in writing.

Proposed by Consultant:

Accepted by Client:

Ayres Associates Inc



John A. Davis, P.E., PTOE  
 Manager, Traffic Engineering

\_\_\_\_\_  
Client's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**FOR ADDITIONAL TASK**

To authorized the performance of the ADDITIONAL TASK of a conceptual drawing described previously in this proposal is authorized approved for and terms and conditions are acceptable to you, a signature below will serve as our authorization to proceed.

Accepted by Client:

\_\_\_\_\_  
Client's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachments: Contract Terms and Conditions

**AYRES ASSOCIATES  
CONTRACT TERMS AND CONDITIONS**

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Client in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Client on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Client, and without liability whatsoever to Client, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Client shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Client, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Client agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Client agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Client agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Client. Consultant shall furnish a Certificate of Insurance to Client upon written request. Client agrees that Consultant shall not be liable or responsible to Client for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Client agrees to limit Consultant's professional liability to an amount of the Consultant's fee. In the event that Client does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Client's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**12. Ownership of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Client for any other purpose without the prior written consent of Consultant.

**13. Electronic Files:** Client and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

**14. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

**15. Controlling Law:** This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Client.

**16. Assignment of Rights:** Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**17. Third Party Benefits:** This contract does not create any benefits for any third party.

**18. Dispute Resolution:** Client and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Client and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

**19. Exclusion of Special, Indirect, Consequential, and Liquidated Damages:** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

**20. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Client's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**21. Amendments:** This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



AT THE EDGE OF THE CITY AND  
THE HEART OF EVERYTHING

## FINANCE DIRECTOR'S MEMO

July 11, 2016

TO: Village Board

FROM: Mark Emanuelson, Finance Director

RE: 2016 Façade projects

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The Community Development Authority has recently recommended that \$50,000 of funding for the Façade Grant program for the remainder of 2016 be approved for transfer to the Business Improvement district to support the ongoing program needs. This funding will be needed in order to provide the BID with adequate resources to meet the demands of the currently approved projects.

As staff prepares to close the TID 1 project activity accounts as this district nears the end of the allowable spending period, staff recommends that the Village Board authorize the transfer of the applicable amounts of funds that the Business Improvement District will need to implement the projects that are approved for this program for the remainder of 2016.

This is required to assist staff in both planning for the final TID 1 projections that will be presented to the Village Board later this fall, as well as to ensure that there is a clear transition point between current ongoing program activities during the TID spending period, and the funding for any future projects that will be supported by the CDA after the transfers approved by the Village Board for these purposes are executed at the end of the year.

Thank you for your consideration of this matter.

Recommended Motion: Move to authorize staff to provide additional Façade Grant program funding to the Business Improvement District in the amount of \$50,000 for 2016 program projects only.

# MEMORANDUM



Date: July 11, 2016

To: Peter Hammond, Chair CDA  
Guy Johnson, President

From: Chris Swartz, Village Manager

Re: Amendment to Agreement between Village of Shorewood and General Capital

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The Developer Agreement between the Village of Shorewood and General Capital for TIF #5 development required that the Village loan General Capital \$6.5 million with an interest equal to the Village's interest rate plus 5 basis points (.05%). The Village has delayed the bonding for this loan at the request of General Capital, as they have not determined if they would still require the loan as outlined in the Developer's Agreement. Because of the request for the delay by General Capital, our attorney has recommended that an amendment to the Developer's Agreement be executed, to:

1. Acknowledge that they requested the delay.
2. Acknowledge that all issuance and interest cost related to the delay would fall directly on General Capital.

Attached is the analysis by Attorney Bruce Block dated June 29, 2016. If acceptable the motion would be to "approve the amendment to the Developer's Agreement between the Village of Shorewood and General Capital as recommended by Attorney Bruce Block in the letter dated June 29, 2016."

Should there be any questions, please contact me.

/Chris



Reinhart Boerner Van Deuren s.c.  
P.O. Box 2965  
Milwaukee, WI 53201-2965

1000 North Water Street  
Suite 1700  
Milwaukee, WI 53202-3197

Telephone: 414-298-1000  
Fax: 414-298-8097  
Toll Free: 800-553-6215  
reinhartlaw.com

June 29, 2016

Mr. Chris Swartz  
Village Manager  
Village of Shorewood  
3930 North Murray Avenue  
Shorewood, WI 53211

Dear Chris:

Re: Timing of Funding the Village Loan for  
the General Capital/Metro Market  
Project

As you have requested, set forth below is a summary of: (a) the present agreement between General Capital and the Village with respect to the timing of the debt issue for funding the Village Loan; and (b) General Capital's request to modify that agreement.

A. Current Agreement.

1. The original Development Agreement contemplated that the Village would issue the debt for both the grant portion of the Village's financial assistance for the project and the Village Loan at the same time. However, the Development Agreement provides that the Village Loan is not to be disbursed to the developer until after completion of Phase II and the issuance of Certificates of Occupancy for all apartment units. (The borrower under the loan would be the owner of the parking structure component of the project, and the loan would be secured by a first mortgage lien on the parking structure.)

2. Because the Development Agreement requires the developer to repay not only the principal amount of the Village Loan disbursed to the developer but also all costs associated with the Village Loan (including bond issuance costs plus all capitalized interest), if the Village had borrowed the Village Loan funds at the same time as the Village issued the debt for the grant, there would have been close to \$1 million added to the developer's repayment obligation due to capitalized interest. Accordingly, both parties were desirous of pushing back the date of the bond issue for the Village Loan, although the developer was concerned about interest rate risk (since the rate charged on the Village Loan is essentially a pass-through of the underlying bond rate).

3. Therefore, the parties entered into a Supplement to the Development Agreement that allowed the Village to defer issuing the debt for the Village Loan until such time as the Village chose, so long as the required repayment amounts from the developer did not exceed what such amounts would have been had the bonds been issued at the time that the debt for the grant funds was issued. The intent was that the Village would monitor interest rates so that it would never get upside down on the Village Loan (i.e., that the amounts the developer was obligated to pay were less than the amounts due on the underlying bonds). Because of the savings on capitalized interest as a result of deferring the bond issue, there could an increase in the interest rates and the Village would still be okay.

4. The Village has been monitoring interest rates and, in fact, rates have either stayed flat or dropped. Thus, the delay has only been a benefit to both parties.

**B. General Capital's Proposal.**

1. The Village is now in the process of issuing debt for other Village projects. For purposes of efficiency, it would be advantageous for the Village to issue the debt for the Village Loan as part of the other borrowing. Under the terms of the Supplement, the Village has the right to do so.

2. The developer, however, would prefer that the Village not issue the debt at this time for two reasons: (a) the completion of Phase II is a number of months away, so there will still have to be a sizable capitalized interest component added to the developer's repayment obligation (much lower than it would have been, but a significant sum). Also, interest rates have stayed low and so the rate risk from continued deferral seems manageable; and (b) in the process of marketing the grocery store for sale, the developer has concluded that a purchaser may want to acquire the parking structure as well. If the purchaser acquires the parking structure and the grocery store together, the purchaser may have a financing package that covers both assets—in which case the developer would have to cover the prepayment penalties associated with the repayment of the Village Loan (a needless and not insignificant expense). So at this point, the developer wants to preserve its flexibility with respect taking down the loan, and has requested that the Village not issue the debt right now.

3. Because the developer is requesting the deferral, the developer understands that the "cap" on the repayment terms set forth in the Supplement should no longer apply. The developer must assume full interest rate risk. Further, the developer understands that the Village's obligation to fund the loan cannot be open-ended. The developer must fish or cut bait at some point.

Based upon the foregoing, I have prepared the enclosed Amendment to the Supplement. This Amendment: (a) provides that the Village will not issue the debt underlying the Village Loan until the Village receives notice from the developer to proceed; (b) eliminates

Mr. Chris Swartz  
June 29, 2016  
Page 3

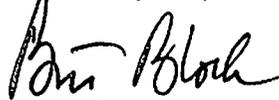
the cap on the repayment that is set forth in the Supplement; and (c) provides that unless the developer delivers notice to the Village that the developer wants to proceed with the Village Loan on or before 30 days after completion of Phase II, the Village's obligation to provide the Village Loan terminates.

The proposed Amendment is acceptable to the developer and the developer has submitted the Amendment to its lender for approval, since any amendment to the Development Agreement requires lender consent.

Overall, this Amendment only works to the Village's advantage. By eliminating the cap, the Village has no rate risk; whatever the costs are for issuing the debt and whatever the rate is at that time, the developer assumes all costs. Moreover, it puts a time limit on the developer for requesting the Village Loan. Accordingly, unless there is a compelling reason for the Village to issue the debt for the Village Loan now, I recommend that the Village Board approve the Amendment.

Please give me a call if you have any questions or require additional information.

Yours very truly,



Bruce T. Block

34294867

Enc.

## AMENDMENT TO SUPPLEMENT TO DEVELOPMENT AGREEMENT

This Amendment to Supplement to Development Agreement is dated as of \_\_\_\_\_, 2016 by and among GenCap Shorewood Grocery, LLC, GenCap Shorewood Apartments, LLC and GenCap Shorewood Garage, LLC (the foregoing are collectively referred to as the "Developer", and GenCap Shorewood Garage, LLC is individually referred to as the "Borrower"), Michael Weiss ("Weiss") and the Village of Shorewood (the "Village").

### RECITALS

Developer, Weiss (as a guarantor) and the Village entered into a Development Agreement ("Development Agreement") and a Supplement to Development Agreement ("Supplement") both dated as of December 31, 2014. All capitalized terms set forth herein shall have the meaning ascribed to same in the Development Agreement or the Supplement.

The Development Agreement provided that the Village would issue debt to fund the Village Loan at the time that the Village issued the debt to fund the Village Investment.

Pursuant to the Supplement, the Village the Developer and Weiss agreed that the Village could defer issuing the debt to fund the Village Loan to a later date selected by the Village provided that the payment obligations of the Borrower under the Village Loan would not exceed the payment obligations set forth on the Baseline Payment Schedule.

The Village is now prepared to issue the debt to fund the Village Loan, but the Developer (inclusive of the Borrower) and Weiss have requested that the Village not issue such debt at this time.

The parties desire to amend the Supplement to modify the Borrower's obligation with respect to the Village Loan.

### AGREEMENTS

In consideration of the Recitals (which are incorporated herein by reference) and the covenants set forth herein, the parties agree as follows:

- A. The Village shall not issue the debt to fund the Village Loan until such time as the Borrower notifies the Village in writing that the Borrower desires the Village to do so. The Borrower expressly acknowledges that the Village must follow certain procedures in order to issue such debt, and that the Village Loan proceeds may not be available for up to seventy-five days following the date of Borrower's notice.
- B. The payment schedule for repayment of the Village Loan shall be calculated in accordance with Article II, paragraph B.2. of the Development Agreement, and shall not be capped or limited by the Baseline Payment Schedule. The concept of the Baseline Payment Schedule set forth in paragraphs 2 and 4 of the Supplement is hereby eliminated. The actual interest rate payable on the Village's debt issued to fund the Village Loan shall be incorporated

into the formula set forth in the Development Agreement in arriving at the Borrower's payment Schedule for the Village Loan that will be attached to the Development Agreement as Exhibit E.

C. The Borrower must provide the written notice described in paragraph 1, above, not later than thirty (30) days following the date that the Village issues certificates of occupancy for all of the apartments in Phase II. If the Borrower fails to provide such written notice by that date, then the Village's obligation to provide the Village Loan to the Borrower shall terminate.

D. To the extent of any inconsistencies among the Development Agreement, the Supplement and this Amendment to Supplement to Development Agreement, this Amendment to Supplement to Development Agreement shall control.

VILLAGE OF SHOREWOOD, WISCONSIN

By: \_\_\_\_\_,  
\_\_\_\_\_, President

Attest: \_\_\_\_\_,  
\_\_\_\_\_, Village Clerk

GENCAP APARTMENTS, LLC

By: General Capital Management, Inc.

\_\_\_\_\_  
Michael Weiss, President

GENCAP SHOREWOOD GARAGE, LLC

By: General Capital Management Inc.

\_\_\_\_\_  
Michael Weiss, President

GENCAP SHOREWOOD GROCERY, LLC

By: General Capital Management Inc.

\_\_\_\_\_  
Michael Weiss, President

\_\_\_\_\_  
Michael Weiss, as Guarantor

# MEMORANDUM



Date: July 11, 2016

To: Village Board

From: Chris Swartz, Village Manager

Re: Police Station Design RFP

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## **Background.**

The Village Board approved the purchase and improvement of the "A B Data building" on Wilson Drive. The next step is to conduct a request for qualifications (RFQ) for professional services to design, bid the project and provide construction services. The process we have used for similar services is 1) to have the Board approve the RFQ, 2) when approved, send the RFQ to known firms who specialize in these services and 3) put the RFQ on our website. A panel of staff and one or two trustees will 1) review the RFQS when they come in, 2) select a finalist, 3) conduct interviews and 4) make a recommendation to the Board as to the preferred firm.

## **Analysis.**

Staff prefers to develop the RFQ for services of a construction manager contract, whereby the Village would hire a construction manager who would work with an architect to provide design services, labor, materials and project management during construction as the general manager. The construction manager would also develop bid specifications for subcontractors, bid the project to subcontractors, review the bids, recommend the lowest cost qualified bidder and manage the day-to-day operations of the project, including recommending payment of invoices. This is different than the traditional method whereby an architectural firm is hired to do design, specifications, bidding and bid recommendations only. Under this method of service delivery, the construction manager is the person who bids on the entire job and does not work for the client (us).

I have attached the proposed RFQ and an article (albeit old is a good reference document) on construction management services. In being a bit creative, I am also asking the Board to consider developing an RFQ for traditional services as described, to compare the cost and level of services under each method.

Police Station Design RFP  
July 11, 2016  
Page 2

**Motion.**

In conclusion, staff is asking for approval of the RFQ and process, to include the possibility of also doing a parallel RFQ for traditional architectural services, if deemed advantageous to the Village. (I will, by separate e-mail, provide a sample traditional RFQ.)

**The motion would be “to authorize staff to go out for Request for Qualifications, for services related to the A B Data building police station design and construction management services pursuant to the RFQ as presented, and to also authorize staff to in parallel, if deemed in the best interest if the village to conduct and RFQ for traditional architectural services.”**

Please let me know if you have any questions in this regard.

/Chris



**VILLAGE OF SHOREWOOD  
REQUEST FOR QUALIFICATIONS AND PROPOSALS  
FOR CONSTRUCTION MANAGEMENT SERVICES RELATING  
TO SHOREWOOD POLICE DEPARTMENT RENOVATION  
PROJECT**

**July \_\_, 2016**

## **I. GENERAL INFORMATION**

Issue Date:

Deadline for Submission  
of Proposals:

Project Name: Shorewood Police Department Renovation Project

Project Site: 4057 N Wilson Drive, Shorewood, WI

Owner Name: Village of Shorewood

Owner Contact Information: Chris Swartz, Village Manager,  
3930 N. Murray Avenue  
Shorewood, WI 53211

## **II. PROJECT SUMMARY/GENERAL SCOPE OF WORK**

The Village of Shorewood (“Village”) is soliciting proposals for construction management services to assist with completion of renovations on the property located at 4057 N Wilson Drive, Village of Shorewood, Milwaukee County, Wisconsin. More specifically, to convert the existing facility into a police station that meets the needs of the community. The firm Zimmerman Architectural Studios, Inc. completed some preliminary design development drawings at the direction of the Village for the purpose of developing a concept and direction for the plan. It is intended that these preliminary drawings, which are attached hereto, will provide guidance on development of final plans and specifications through coordination between the Village, the construction manager, and an architect yet to be selected. Specific tasks for the construction manager are delineated in the “Scope of Services” below.

The purpose of this RFP is to identify qualified firms and seek proposals that address the construction management services needed to assist the Village in proceeding with the Shorewood Police Department Renovation Project pursuant to the Project Summary/General Scope of Work, and the Scope of Services outlined below. All actual construction services on the project will be bid pursuant to Wis. Stat. § 61.54 and Wis. Stat. § 61.15. We requesting your qualifications as well as your proposal for construction management services as set forth herein.

### **III. COMMUNITY BACKGROUND**

The Village of Shorewood was established on the western shores of Lake Michigan over 100 years ago. It is bordered on the east by the lake, on the south by the City of Milwaukee and the University of Wisconsin-Milwaukee, and on the west by the Milwaukee River. The police department serves a Village that encompasses approximately 1.5 square miles. Approximately 80% of the Village is zoned as residential with a population of 13,724.

### **IV. SCOPE OF SERVICES**

It is anticipated that the construction manager will create continuity during both the design and construction phases of work, and assist the municipality in keeping the project on time and on budget, while retaining the most qualified building construction contractors pursuant to the public bidding process as dictated by Wis. Stat. § 61.54 and Wis. Stat. § 61.15, for the Shorewood Police Department Renovation Project.

Pre-Construction services are to include:

- Meet with the Village to gain a thorough understanding of the project and budget, and assist in selection of an architect to complete final plans and specifications.
- As part of the design development process, work with the Village to develop appropriate construction phases and schedules under which all work will eventually be completed pursuant to Village budget planning.
- As part of the design development process, work with the Village of Shorewood to select an architect (prefer Zimmerman Design, but require other alternate firms to:
- Facilitate development of two (2) schematic design alternatives based upon and consistent with the preliminary design development drawings created by Zimmerman Architectural Studios, Inc., and designed to be constructed within the budget constraints as outlined herein, as well renderings (two interior) and (two exterior if determined to be required) of a selected schematic design, as well as other required architectural services.

- As part of the design development process, work to develop schedules and deadlines for the multiple phases of the construction project, to be determined by the Village based upon budgeting parameters.
- As part of the design development process, work with the selected architect and the Village to facilitate creation of full construction documents for all work which will be constructed under the budget parameters and phasing defined in the design development process. Include all design work, including civil, structural, architectural and mechanical/electrical/ plumbing.

Construction phase services are to include:

- Based upon final plans and specifications for the project, assist in preparing invitations to bid and bid forms, including bid packages, for all final construction work to be bid pursuant to Wis. Stat. § 61.54 and Wis. Stat. § 61.15, so the Village can identify the lowest qualified bidders.
- Provide all necessary services in monitoring the work of construction contractors, including but not limited to verifying code compliance, adherence to land use restrictions, compliance with storm water requirements, fire department requirements and any other governmental/ regulatory requirements prior to proceeding to full design in the construction phase. Attend public meetings and or meeting with regulatory officials as required for plan approvals.
- Determine appropriate design/construction contingencies and owner contingencies, and define how they will be managed.
- Assist the Village with issuing purchase orders for owner direct material purchases and preparing requests for payment.
- Develop a detailed construction schedule. Identify all phasing and sequencing required for the execution of the work. Insure that the schedule meets the needs of all major stakeholders and facility users.

- Advise Village on material selection, construction means and methods and constructability issues. Advise on requirements to pre-purchase materials or issues necessary for maintaining schedule.
- Develop and implement a quality control program. Identify in advance any Village involvement in the submittal review process. Define a testing program and identify a scope and budget for testing services.
- Provide project supervision and management. Full-time on-site supervision is required during construction. The services of construction project management and design contract administration will be per the requirements of the American Institute of Architects, and agreed upon in advance with the Village.
- Provide a secured web site or FTP site which shall be capable of providing all project information to include, but not limited to: plans, specifications, submittals, correspondence, photos, reports, meeting minutes, schedules, pay applications and other documents as may be required.
- Implement a safety program, both for the workers and for the users of the existing facilities during construction. Develop a site utilization plan for each phase of work, providing necessary separations between the construction activities and the ongoing operations of the facilities.
- Project meetings involving the project manager and the Village will be required no less than twice monthly.
- Project reporting will be required monthly, with project status reports being provided in both a level of detail required by the Village to manage the project, and at a level of detail which can be used as a communication tool for the Village.
- Develop and manage processes for monthly pay applications, direct-owner purchase invoicing, contingency use, change management and change order review and processing.

- Coordinate work with the Village's staff, vendors, suppliers and any direct contractors related to furnishings, fixtures, equipment and technology.

Post construction phase services to include:

- Complete punch list work, commissioning, operations and maintenance manuals and owner training for each phase of work in conjunction with the turnover of those phases. Provide as-built drawings in both paper and electronic (both .pdf and .dwg) formats. Implement a warranty process.
- Manage issuance of record drawings, operation manuals and warranties at conclusion of construction.

## **V. BUDGETARY PARAMETERS**

The total cost of the Shorewood Police Department Renovation Project, inclusive of architectural services, construction management services, construction services, and all related services, is not to exceed 1 million dollars.

## **V. ANTICIPATED PROJECT SCHEDULE**

Review of Proposals:

Village Board of Trustees'  
Consideration of Contract Award:

Contract Implementation:

Start of renovations:

Completion of renovations:

## **VI. REQUIREMENTS OF THE PROPOSAL**

Please include the following in the submission package:

- **Executive Summary:** Submit a one-page cover letter describing the respondent's qualifications, capacity, capability to perform and commitment to the project budget within the prescribed timeframe.
- **History of Firm(s):** Give an overview of the respondent's company history and philosophy.
- **Firm(s) Organization:** Submit an organizational chart for this project, to include the proposed team, their names and roles on the project. Key personnel must be assigned to this project and cannot be removed without written authorization from the Owner. The selected firm will assign one qualified individual, who will be the firm's contact person responsible for directing and coordinating all the activities of the firm's personnel and that of all designers and subcontractors. The firm must submit the names of any consulting firms it plans to utilize, their proposed staff, and relevant experience.
- **Approach to Project:** Describe the respondent's approach to the project.
- **Past Projects & References:** Include a list of similar projects and contact names, phone numbers and email addresses.
- **Safety Record:** The respondent shall submit its safety rating for the past 5 years along with its approach to safety on this project. Explain what specifically will be done for this project to be proactively maintaining a safe environment for the workers, staff, and users of the facilities.
- **Bonding:** Include a letter from the respondent's bonding company stating ability to bond this project.
- **Cost Proposal:** Please provide a fee proposal for Scope of Services described herein.

## **VIII. OTHER INSTRUCTIONS TO BIDDERS**

- **Questions**

All questions relating to the project scope and construction should be directed to:

Chief Peter Nimmer

- **Examination of the Project Site**

Bidders may visit the Project Site in order to prepare their proposals. Access shall be arranged with Chief Peter Nimmer

- **Submission of Proposal**

The proposal, and 10 must be submitted in a sealed envelope clearly marked "Municipal Police Department Proposal" with the bidder's name and address. The Proposal shall be submitted to:

3930 N. Murray Avenue  
Shorewood, WI 53211

## **Commissioning Large Public Projects Using Construction Manager at Risk (CM@R)**

**Greg Cunningham, AIA**  
*Enovity, Inc.*

### **Synopsis**

Over the past ten years, an alternative method of project delivery has evolved from the construction management and builder industry that has become known as Construction Manager at Risk. CM@R is, in essence, a project delivery method where an owner contracts with a single entity to provide CM services during design; then provides labor, materials and project management during construction as a General Contractor. CM@R offers the alternative of a customer-oriented approach to project delivery, through collaboration during the design phase that is based on trust between the owner, construction manager, designer, and commissioning provider. It allows for constructability input and early cost feedback and the ability to “Fast Track”. Using an open-book approach to trade subcontracts, it rewards performance and can be less risky to the owner, with the potential for fewer claims/lawsuits and fewer change orders.

This presentation discusses this delivery system in detail, contrasting it to other non-traditional and traditional methods, and addresses the potential savings as well as the impact on the implementation of formal owner-advocate commissioning authority responsibilities. Also, we will discuss formalizing contracts for the commissioning provider and adverse project scenarios that can significantly influence the success of commissioning efforts. The author uses recent experience with a large complex and multi-phased public construction project as a reference for some of the more relevant issues.

### **About the Author**

Greg Cunningham, AIA is co-principal of Enovity, Inc., a San Francisco-based commissioning and energy engineering firm and provider of operations, maintenance and repair (OM&R) services to the Federal Government. The firm’s recent commissioning work has focused on large projects for federal, state and local government that have used the Design/Build and Construction Manager at Risk delivery approaches.

Mr. Cunningham has written papers and has been a presenter at conferences, including the 2004 NCBC, and has given professional seminars on a diverse range of topics related to commissioning, building performance and energy evaluations, throughout his more than 25 years of experience in the construction industry. He is a member of the American Institute of Architects. Enovity is a member of the Building Commissioning Association.

## Introduction

Large public construction projects can be among the most difficult and complex projects to execute successfully, presenting dilemmas that challenge even the most experienced and capable agency managers. Deciding on the appropriate project delivery approach, navigating restrictive bidding requirements, dealing with multiple user groups, and negotiating contracts with savvy contractors are just some of the skills required. With increasing frequency, public sector owner/managers are looking to professional construction management firms for assistance in minimizing potential risks to their project's viability. Managing risk is likely the highest priority for public agencies because the landscape is littered with government projects crippled by litigation and construction delays.

While construction managers have become skilled in many areas that can help reduce owner risk, this assistance cannot eliminate all risk factors and owners must share some of that risk. Among the prominent risk concerns in the public sector are third party liability and construction litigation, the administrative burden of servicing multiple design and construction contracts, and the challenges of ensuring a high level of construction quality and building performance. As buildings have evolved in more complex ways, public and private owners alike are becoming increasingly aware that a critical part of risk management is a well-planned quality control program that features systems commissioning at its core.

More than a few of the larger building construction ("brick and mortar") firms have become increasingly sophisticated in their internal technical management and project planning capabilities as they fill their portfolios with large complex public projects. Coinciding with the growth in the construction management industry, this escalating quality of services and increased professionalism in the building sector has helped transform the entire construction industry and has paved the way for new approaches to project delivery.

Over the last thirty years, public agencies across the U.S. have lobbied their state legislatures to allow non-traditional project delivery methods, such as design-build. Over the past ten years, an alternative method of project delivery has evolved from the construction management and builder industry that has become known as Construction Manager at Risk (CM@R).

This paper discusses this relatively new project delivery method, its strengths and weaknesses, and utilizes the author's recent experience in commissioning a large complex government project that utilizes CM@R as a reference point to discuss different ways of contracting for and executing commissioning services.

### ***Project Management vs. Project Delivery – A Historical Look***

In order to fully appreciate this subject, it is important to start by making a distinction between project management, which is essentially a set of services, and project delivery, which is a process approach, because CM@R tends to blur the line between the two.

Cost estimating consultant can address budget and schedule. All else can be done by a qualified A/E team.

**Construction management (CM) is a means for coordinating the process of design and construction that may include planning, staffing, organizing, budgeting, scheduling, monitoring, and quality control.** Prior to the late 1980s, construction management in the public sector was the responsibility of the agency's project manager, who managed the risks inherent to traditional design-bid-build projects for the government. The industry that evolved into what is today known as professional CM-agency services matured during this period. Large corporate project management and engineering staffs, charged with large complex construction programs, began to be usurped by hired professionals as owners out-sourced management tasks to more effectively focus on their core missions. Today, it is not uncommon for larger public building projects and many private sector projects to benefit from, now mature, professional CM-agency service offerings.

Difficult to justify CM's fee on smaller projects - not enough cost to cut or service req'd.

Design-bid-build (D-B-B), design-build (D-B), and (CM@R) are delivery systems that have evolved to move a project from early design development to substantial completion and building occupancy. All are delivery options that are essentially designed to assign responsibility (risk) for providing design and construction services to one or more parties, either residing with the owner in D-B-B, residing with the contractor + designer in D-B, or with the construction manager as in CM@R. This shift in risk is key to the understanding of the differences between construction management and project delivery.

Delivery alternatives began to gain favor in the private sector due to the real or perceived notion that low-bid contracts too often results in inferior buildings. D-B became popular in the mid-1990s as clients responded to pressures to get the product to market quickly and cheaply; issues no less important today, as evidenced by the popularity of D-B in private and public arena. D-B project delivery has grown from 5% of U.S. construction in 1985 to 33% in 1999, and has been projected to surpass D-B-B as early as 2005.<sup>1</sup>

Throughout the 1990s, federal, state and local governments were able to de-construct procurement from the regulated environment and began to recognize the value of non-traditional delivery, desiring to shift as much risk to a third party as possible. Relaxing government regulations, allowing D-B and later CM@R for public sector projects, has helped public agencies and the construction industry as a whole.

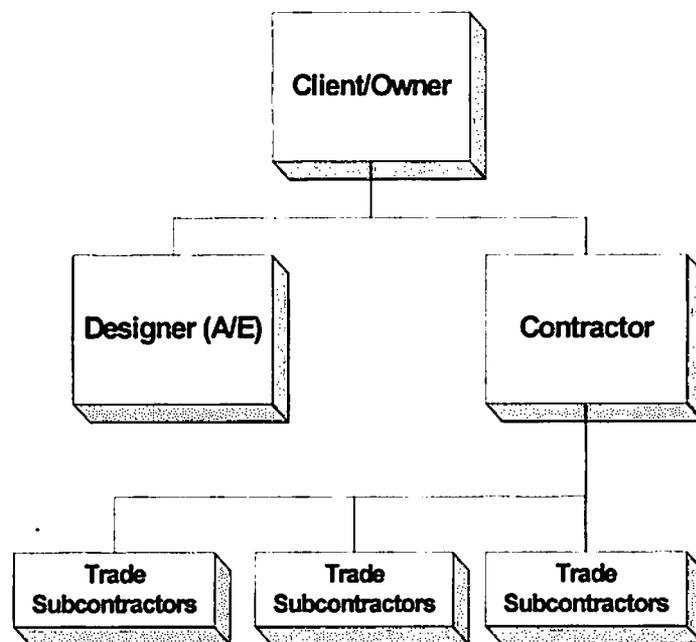
Over the past five years, enacted laws and industry support has paved the way for CM@R in the public sector. New York, Florida, Texas, California and Arizona are just a few states that have passed legislation favorable to CM@R. The American Institute of Architects, typically a conservative group, has also publicly supported the method where appropriate. In school construction, CM@R has become the preferred delivery system in some states. In California, for example, the U.C.'s Office of the President recently created a set of contracts to assist UC Campus Facility Managers develop projects using CM@R. Texas has been particularly active, with nearly a third of its projects now using CM@R, representing \$300-\$500 million per year in construction.<sup>2</sup> Across the U.S., CM@R has been estimated to account for more than \$48 billion on average each year in construction contracts between 2001 and 2004.

1: Construction Specification Institute, 2003

2: Gary J. Tulacz, Business & Labor, CM At-Risk Gains in a Down Market As Schools, Health Care Remain Hot, (6/14/2004 Issue)

## A Comparison of Traditional and Non-traditional Project Delivery

There are clear and important differences between D-B-B, D-B and CM@R. Traditional D-B-B is characterized by separate contracts between the owner and designer (A/E), and the owner and contractor, and there is typically no interaction between the designer and contractor during the design phase, (see Figure 1). Much of the risk for completing the project, based on a price guarantee, is held by the contractor. Still, throughout the process, the owner retains significant potential risk due to design documents that may be incomplete, that may contain errors or omissions, or that may represent a building that is over-budget. Of particular relevance, a low-bid environment often results in cost pressures that can lead to conflicts and tension during commissioning and acceptance.



Incomplete documents and Errors & Omissions should not be automatically caught by or absorbed by CM at risk. Good chance that Owner still pays for change order unless you have a Guaranteed Max. Price. To shift that risk to CM, you will pay a premium and in reality, on a small project, there shouldn't be that many issues with the construction documents. A cost estimator should be able to provide a good check to make sure project is on budget before it goes to bid.

Figure 1: Design-Bid-Build

When a CM-agent is brought in to help manage a D-B-B project, a separate contract with the owner establishes the third party advisor-only role, (see Figure 2). While an amount of risk can be shifted to the CM for delivering a design within budget, it is usually very limited. In a professional advisory capacity, CMs are often contracted for preconstruction services, which may include: hiring an A/MEP, overseeing the design, providing constructability reviews, developing design phase cost estimates, and directing value engineering exercises. Bidding services can include assisting or directing the bidding process, helping to write construction contracts, and helping the owner make informed decisions that relate to time and budget. During construction, a primary task is managing the owner's quality assurance (QA) program that will include a formal commissioning process.

Other than estimating, the types of preconstruction services aren't really needed for this project. Help with the construction contract may be useful, but AIA standard contracts should be used which covers almost everything. And the A/E team should be addressing quality in the field.

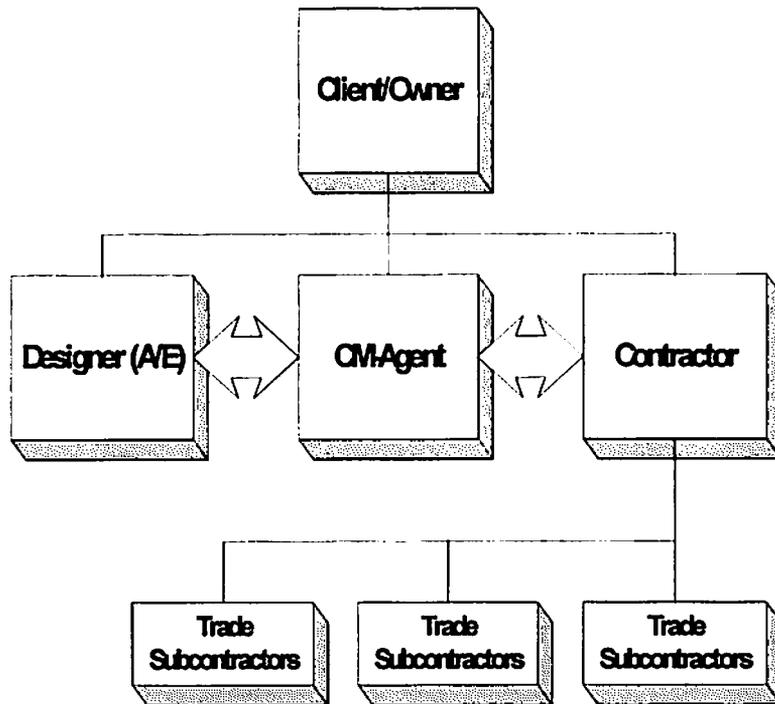


Figure 2: CM-Agent

Design-build contracts allow the owner to shift some or all of the responsibility for design and construction onto a third party that is typically a contractor-led or designer-led team, (see Figure 3). The owner sacrifices control over the design and potentially the building performance for the ability to shift much of the project risk onto the D-B entity.

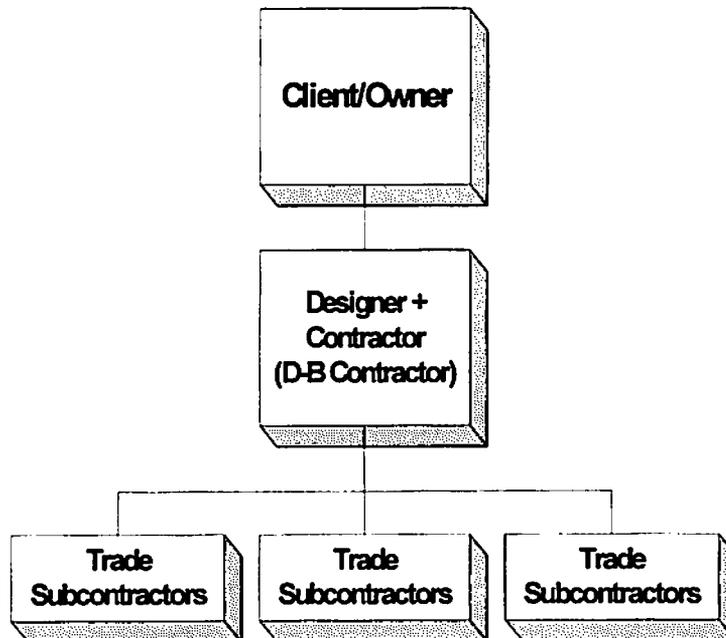


Figure 3: Design-Build

Owners often use services of a design/quality control advisory team to help the owner convey project expectations to the D-B firm through performance specifications. This “Bridging” team, often made up of an A/E and CM, is contracted separately to the owner to establish the design direction and required building performance that may include an established commissioning protocol, (see Figure 4). The CM’s role can be limited to providing anticipated project costs during concept design, or can involve a greater depth of services that includes advisory and quality control for the owner during construction that includes formal commissioning oversight.

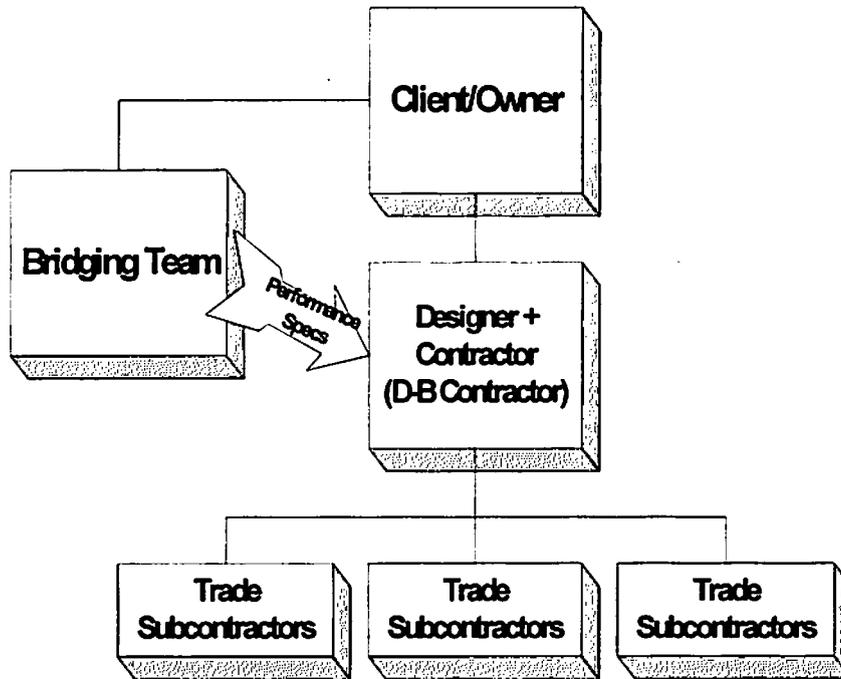


Figure 4: Design-Build with Bridging A/MEP

CM@R (also known as CM/GC and CMc), is in essence a project delivery method where an owner contracts with a single entity to provide CM services during design, who then provides labor, materials and project management during construction as a General Contractor. The term “at risk” usually refers to the fact that the construction manager holds the trade contracts and takes on the performance risk using the “guaranteed maximum price” (GMP), an often-used term for the cost guarantee on the work.

Borrowing characteristics of design-bid-build, negotiated construction contracts, traditional CM-agent relationships, and aspects of design-build contracts, the CM@R delivery system has been embraced by a growing number of government agencies. During design, the CM becomes a collaborative member of the project team along with the designer who is usually contracted separately to the owner as is traditional with design-bid-build, (see Figure 5). As in negotiated construction arrangements, expertise is available during design to provide constructability and cost reviews and builders are not forced to accept the lowest-cost trade subcontracts. Similar to design-build contracts, an owner can contract for both CM and construction to a single source, can secure a

guarantee on total project cost, can begin construction before design is complete, and can specify the performance of the project. Centralization of the responsibility for construction under a single contract can facilitate a more manageable and predictable project, provide a bonded guaranteed maximum price for the work, potentially saving time and money, and a reduction of risk for the owner.

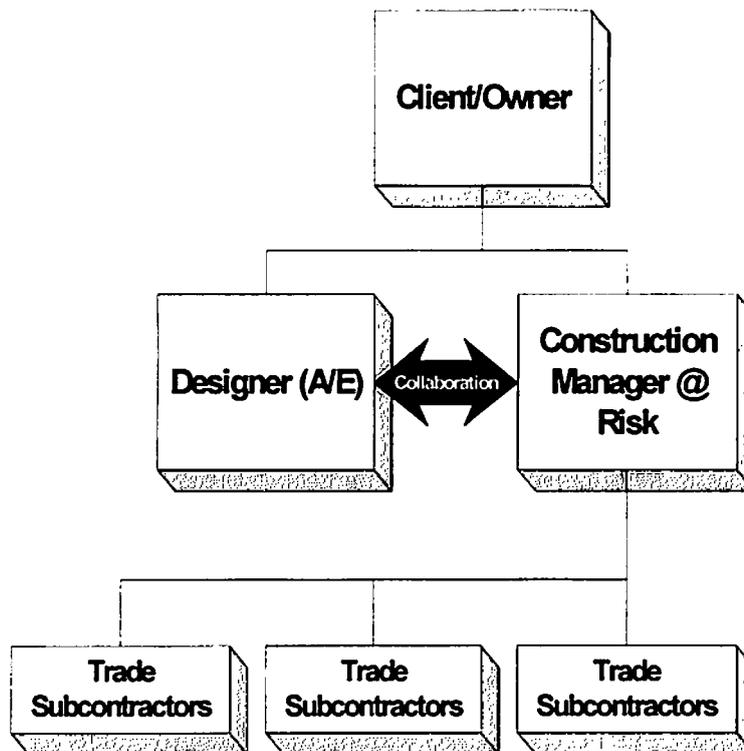


Figure 5: CM at Risk

Since CM@R in the initial project stages is essentially a management activity, an owner can procure these services through an RFP that identifies the best qualified, staffed and experienced firm, rather than through a low-bid process. Since the selected CM@R will remain throughout the project, it is important for owner to ensure that the RFP and evaluation process rewards those CM@R firms with commissioning expertise. The contract between the CM@R firm and the owner may be completed before or after the owner has already contracted with the designer, although it is generally preferred to have the CM on-board as soon as the designer is hired.

The CM@R contract is based on a cost plus fee with a fixed cap, the GMP. The CM's fee for the design phase covers overhead, profit and professional services. The GMP includes the fees of the subcontractors, the CM's fee, the CM's contingency, the fees related to the General Conditions, and an estimated cost (contingency) for any un-bid portions of the contract. In CM@R, the owner typically reimburses subcontractor costs without markup, and the CM@R pays the subs when paid by the owner. Typical contracts allow the CM to charge a breakeven labor multiple on key project personnel plus a risk premium of 2-4%.

of the cost of the project. These fees must be high enough for the CM@R to take on the additional risk.

Most owners will retain a separate contingency for construction changes that he/she are likely to make. If there are any costs that exceed the GMP that are not related to changes in the contract documents, the CM is fully liable. In addition, owners will pay for the General Conditions, which are reimbursable to the CM@R. These include the cost of the CM@R's on-site management staff and on-site overhead, in addition to construction-related items such as job-site trailer, temporary power, clean-up services and other services that are not trade-specific.

Like design-bid-build, the level of quality control is dictated by the prescriptive specifications developed by the designer, allowing the owner more control over the final outcome than is typically expected in D-B contracts. This level of control of quality has distinct advantages over design-build for an owner interested in instituting a commissioning program.

Unique to CM@R, the contract identifies two distinct project phases: pre-construction services (CM phase) and construction phase (GMP) services. During the pre-construction phase, the CM provides recommendations to the designer and owner on probable construction costs, constructability and engineered system alternates, minimizing materials and labor cost escalations, and scheduling of shop drawings and submittals, materials procurement, installation, commissioning and substantial completion. The GMP is typically defined by the CM@R at between 50% and 100% design completion. Cost contingencies agreed to by both parties ensure that unforeseen circumstances do not derail the project. When the CM@R contract transitions from a purely CM role to an at-risk responsibility, there usually is no independent CM that assumes the responsibilities for quality control.

Summarized below are some of the characteristics and potential benefits of CM@R:

- A customer-oriented focus approach to project delivery
- Ability to pre-qualify CM@R firms
- Collaborative process (not adversarial, based on trust among all participants)
- Contractors involved early (constructability input in the design phase)
- Early cost feedback
- Ability to Fast Track
- Open book approach
- Rewards performance
- Higher quality product
- Better risk management
- Fewer claims/lawsuits
- Low cost growth (fewer change orders)
- Potential savings are returned to the Owner

A valid question is, "How does the CM@R delivery system save the owner money?" Some will argue that by making the selection process qualifications-based, rather than

based on low bid, as is the case for GCs in design-bid-build, the CM's financial-based motivation is replaced with the motivation to build a trusting, collaborative environment with an owner by providing a high quality professional service and by setting the stage for repeat business. Early involvement by the CM@R in the design phase clearly has the potential for cost savings to the owner. However, by shifting the cost guarantee burden onto the CM, a case can be made that the actual savings may be less than promised if the CM is too conservative and risk-averse. While the cost savings potential exists, there is no guarantee that it will save more than any other delivery system; it can be argued that firms operating in the CM@R environment need to maximize profits just like GCs do, once the contract transitions to the construction phase.

Subcontractor costs and fees are "open book", allowing an opportunity for lower risk due to cost creep and unexpected charges to the owner. However, the real savings to the owner are almost directly proportional to how well the CM performs in assisting the designer in developing the most cost effective program solution, in navigating the project in a timeframe that is significantly shorter than any other method, in skillfully navigating the best value from all of the trade subcontractors, in exercising reasonableness in negotiating the fee for CM services with the owner, and most importantly in carefully developing the cost of the General Conditions and the contingencies for the GMP. For an unsophisticated public sector owner, these latter items – excessive CM fees and unreasonable costs associated with General Conditions - can wipe out any of the other potential cost savings associated with CM@R.

Data from recent Florida school projects, completed using different project delivery systems, suggests that the low-bid approach was actually less expensive than CM@R in eighty percent of the cases. While the dataset was not large enough to be significant, the important factor was that in two projects, the low bid environment resulted in expensive lawsuits and loss of use of the facility for some period of time.<sup>4</sup> In public projects, lawsuits and late openings can be disastrous. A separate 2000 study by the Construction Financial Management Association (CFMA) showed no significant difference in costs to the owner between CM@R and traditional low-bid lump sum GC-based contracts.<sup>5</sup>

As a relatively new delivery approach, CM@R is perceived by some to be another name for a set of services that are already available in the industry. It is not difficult to believe that some in the CM-agency profession are threatened by large contractors - already comfortable with risk-taking – seen as gaining market share by annexing CM services offerings, general contracting "while wearing a tie." David Richter, president of the project management group at Hill International, was quoted recently as saying: "CM-at-risk is often just general contracting with some preconstruction services thrown in. A construction manager is supposed to sit on the same side of the table as the owner. But once CM takes on risk, it ceases to be the sole agent for the owner and now has its own interests at stake." As for the issue of the amount of risk, a representative of the GSA may have said it best when he recently referred to it as "CM At-Low Risk"

<sup>4</sup> The Risk in CM "At-Risk", Warner Strang, CM eJournal, 2002 CMAA

<sup>5</sup> CFMA Annual Financial Survey, 2000, p 53

## **Oakland International Airport Terminal Expansion Project (TEx)**

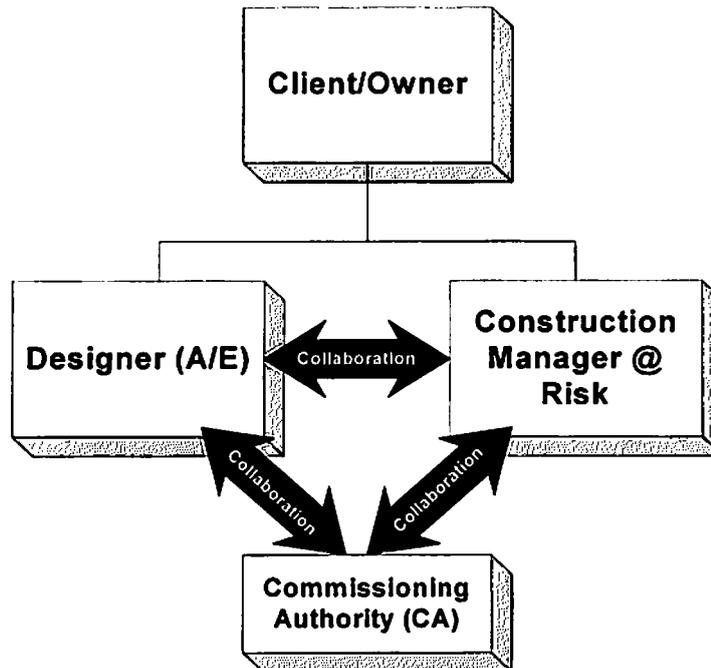
CM@R is being used by the Port of Oakland to execute the \$1.4 billion Oakland Airport's Terminal Expansion (TEx) Project. The main features of the project, for which the author is providing commissioning services, are a new 98,000 square foot passenger terminal, the renovation of an existing 110,000 square foot passenger terminal building, and a new central chilled and hot water plant that serves both buildings. Turner Construction, rated by ENR as the top CM@R firm in the U.S. in 2003 and 2004 in terms of contract value, was hired by the Port to provide CM@R services for the project.

TEx is a large, complex, multi-phased construction project, incorporating sustainable design principles (pending application for a LEED™-certified rating), along with the high-level security and controlled access restrictions that typify every airport in the U.S. post 9/11. Among the challenges involved in the executing and commissioning the project are: the necessity to occupy completed spaces immediately following construction, a phased completion schedule, Port local business participation requirements, and an automation controls integration to an existing airport-wide enterprise EMS front-end.

Turner Construction was not initially contracted to the Port until the design had significantly progressed well into construction documents, which is atypical of most CM@R projects; CM@R firms are often brought on-board early in the design phase. Even though the contract developed by the Port called for pre-construction services followed by a GMP, as is traditional in CM@R, there was insufficient time for effective pre-construction collaboration between Turner and the designers and no chance of an effective critique of the drawings and specifications. Without the early benefit of CM involvement, the Port was forced to confirm project probable cost evaluations and perform constructability reviews initially on its own. Fortunately, Turner was able to confirm a guaranteed maximum price (GMP) that ultimately was approved by the Port.

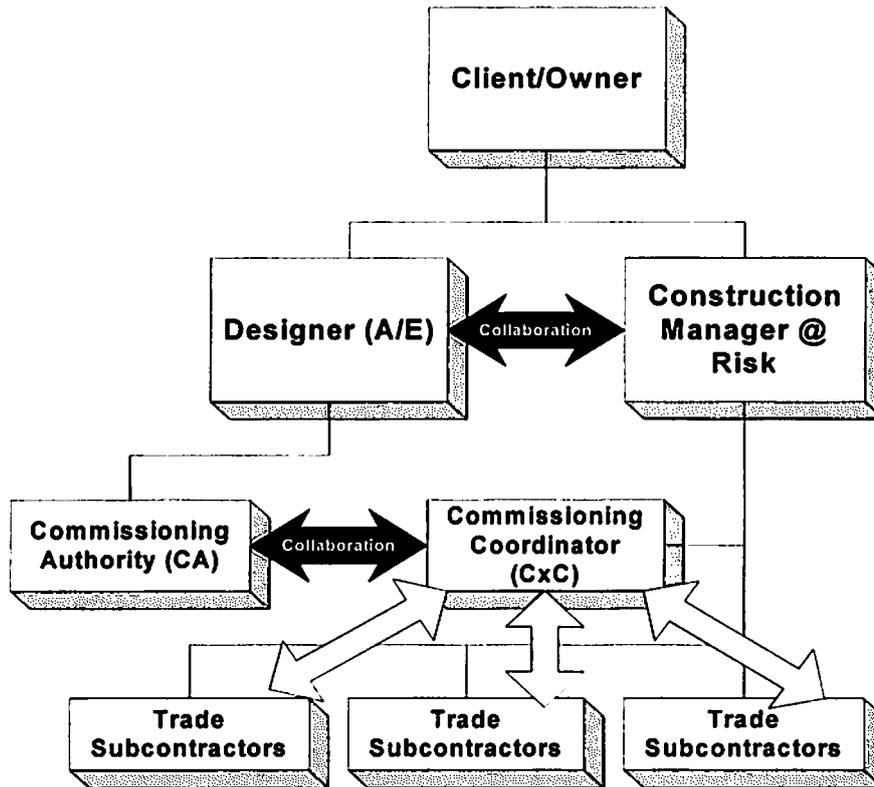
The commissioning program was also initially delayed due to procurement and contracting issues. The author's firm was contracted as the project's Commissioning Authority (CA) through the existing contract with the designer, and subsequently provided design review and input in the development of the commissioning specifications that were included in the Turner's bidding and development activities for the contract GMP.

Figure 6 below illustrates the idealized contractual relationships and collaboration on the project. During design, there was actually little collaborative between the designer and CM@R firm or between the Commissioning Authority and the CM@R firm.



**Figure 6: CM at Risk with Commissioning Authority – Design Phase**

Although not ideal, the Commissioning Plan was developed after GMP contract documents were completed. However, because the commissioning specifications were reasonably thorough, the Plan was received without dissent or additional cost impact. The Commissioning Plan stipulated that the CM@R name a Commissioning Coordinator (CxC), a peer-to-peer, collaborative, point-of-contact for the CA, who is responsible for scheduling, coordination and execution of the commissioning activities for the CM@R, and who acts as a liaison between the Commissioning Authority and trade subcontractors, (see Figure 7). This interface helps to alleviate some of the potential tension that can arise between trade subcontractors and the CA as potential disputes can be headed off by the CxC. The CxC is normally present at significant commissioning field (milestone) activities in order to record and confirm acceptance on behalf of the CM@R. For the Oakland Airport project, the CxC is a Turner MEP Project Manager.



**Figure 7: CM at Risk with Commissioning Authority – Construction Phase**

The final GMP was developed in two phases. Turner bid the project to subcontractors based on the 95% construction documents in developing an initial GMP. Once the 100% CDs were completed, Turner effectively re-bid the project to the lowest bidders to finalize the contract GMP, reflecting the differences (changes, additions, and subtractions) between the 95% and 100% CDs. This unusual CM@R protocol was one of many that characterized the project.

As stipulated by the contract, Turner does not perform any construction work and Turner even bid out the General Conditions; e.g., they provide no field labor and are subcontracting site items such as barriers, trailers, etc. Most CM@R firms do not perform the actual construction work, furnish trade labor or do any portion of that work, other than to provide materials and equipment for a project. CM@R is a management-first arrangement and the Port wanted to avoid even the perception of a conflict of interest, from the owner's and subcontractor's perspective, avoiding cherry-picking by the CM@R for those trades or construction packages that they might otherwise execute on design-build or design-bid-build projects. A subcontractor that believes they are operating on an unfair playing field may not deliver superior services at a competitive price.

Turner is marking up bonded subcontractor's fees, taking a small negotiated percentage. This is also unusual for a CM@R project, where it is not uncommon to see zero markups. Numerous project contingencies were negotiated into the contract, with the Port allowing

the potential for the CM@R to share savings for unused portions. And of course the Port maintains a separate owner-contingency as a risk buffer.

The CM@R contract also contains liquidated damages for failure to complete on-time, also somewhat unusual for a CM@R contract. There is reason to suggest that this element undermines the potential for a collaborative environment and motivates the CM@R's to use all means necessary to avoid project delays. For obvious reasons, liquidated damages can have a detrimental impact on the success of the commissioning program if the CM@R finds itself up against a limited timeline to complete the project acceptance phase.

When the CM@R contract transitions from a purely CM role to an at-risk role, there usually is no independent CM that assumes the responsibilities for quality control and the Q/C program is left to the CM@R. A/E standard contracts rarely cover this area and unless an independent third party is brought on-board, there may be no owner-advocate oversight in this critical area. However, like design-bid-build, the level of quality control is dictated by the prescriptive specifications developed by the designer, allowing the owner more control over the final outcome than is typically expected in D-B contracts.

For a variety of reasons, public agencies can find themselves limited in their ability to contract separately for commissioning services. In this case, an alternative might be to have the CA contract directly with the CM@R and for the CM@R to include the fee in the GMP. In an ideal environment, where the CM@R can maintain protection of the owner's interests as well as their own, this might work. Indeed, during the design phase, the CA and CM@R can work collaboratively in the interests of the owner. However, once the CM@R contract enters the construction phase, all bets are off. The CA must be aware of the potential conflict of interest inherent in attempting to serve two masters. This is no different than contracting for Commissioning Authority services to the GC on a D-B-B project.

The "slippery slope" for commissioned projects using a CM@R delivery system with a GMP is when a problem arises during construction that has the potential to push the project cost over the GMP. When this occurs, it is arguable that the CM@R firm might be inclined to look the other way and to show less enthusiasm in discovering big problems in the field. If a commissioning provider has been contracted to the CM@R in this scenario, the pressures can be too great and can lead to conflicts for the provider and problems for the owner.

If, for some reason, the commissioning entity is not brought on board before the GMP is set, then it is important that the owner recognizes that fees associated with these services should be included in the owner's contingency clause. Owners should always avoid having to "shoe-horn" the commissioning requirements into the project after the GMP is set.

The challenge for the CM@R firm is to reconcile the difference between protecting the owner and protecting their business, and therein lies a potential conflict of interest. When

faced with a difficult decision, such as whether or not to self-report on work done improperly, it often comes down to an ethical choice that the CM must make between “doing the right thing”; i.e., cutting into his profit, or doing whatever it takes to bury the problem, a situation that is not unique to CM@R.

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AT THE EDGE OF THE CITY AND  
THE HEART OF EVERYTHING

## FINANCE DIRECTOR'S MEMO

July 11, 2016

TO: Village Board/Finance Committee  
FROM: Mark Emanuelson, Finance Director  
RE: Utility rate setting management strategy

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In the coming weeks staff will be required to submit a request to the Public Service Commission (PSC) if the village wishes to obtain approval to increase the Shorewood Water Utility rates in time to become effective for the utility's next eligible increase on 1/1/17. The approval process of any proposed rate increase from the PSC could take up to 90 days and therefore our submission would need to be completed prior to the end of September.

Staff currently estimates that the Shorewood Water Utility will have a positive cash flow in 2016 somewhere around \$10,000 - \$100,000 depending on main maintenance costs this fall. However given the Utility's beginning negative cash balance of (\$376,918) this could still leave the utility in a deficit unrestricted cash position in excess of (\$275,000).

If no action is taken to change the Shorewood Water Utility rates in 2017, staff estimates that the Water Utility will have a near break-even cash flow in 2017 depending on main maintenance costs, and then back to a negative cash flow in 2018 due to increased costs. This does not include the impact of any potential increases in the Milwaukee Water Works wholesale purchased water costs to the utility in excess of our baseline cost inflation factor of 3% per year.

In order to bring the Water Utility back into a net positive cash position by the end of 2018, preliminary staff estimates project that an overall revenue increase of approximately 15% would be necessary. Please be aware that this increase is for overall utility revenues, and that the specific portions of this increase may not be evenly distributed between the private fire fees paid by the village, the flat fixed rate fees based on meter sizing, and finally the volume usage rate fees.

Given these circumstances, and with the recognition the increased utility rates are not generally received favorably within the community, staff would like to develop a strategy for utility rate management that addresses these concerns. In order to better understand the critical factors of the rate setting process, and to formulate a rate setting strategy that clearly identifies the goals that are trying to be achieved, it may be helpful to review the context of some key financial indicators that will guide staff in rate setting policy implementation.

## **Financial Indicators**

When evaluating the appropriate levels to set utility rates, there are several key financial indicators that should be considered as part of the Village's overall objectives. These indicators are operating income, cash from operations, debt service / infrastructure costs, the rate of return on investment, and the debt coverage ratio of the utility.

### Operating Income:

Operating income is fairly straight forward; operating revenues, as in charges for services, less operating expenses, equals operating income. It is important to note that certain revenues, like interest income from investments are not included in operating income. Similarly, debt service principal and interest payments are not considered operating expenses.

Depreciation expense is included as an operating expense as this theoretically represents the value of the assets used to carry out business operation in that year. So if an asset lasts 50 years, the utility records  $1/50^{\text{th}}$  of the cost of that asset as an operating expense each year as that assets useful life is consumed.

### Cash from Operations:

Cash from Operations is simply operating income, plus depreciation expense. Depreciation expense is added to back to operating income to get cash from operations because depreciation expense is an accounting entry that is a non-cash expenditure. We did not have to write a check to recognize a depreciation expense.

Cash from operations is the amount of cash generated each year that will be available to pay for non-operating costs such as debt service principal and interest payments, or other capital asset purchases.

### Debt service costs

For most utilities, debt is issued to pay for any significant infrastructure replacement projects or other major capital purchases. This occurs for several reasons, but the most prevalent is that utility rates are typically only set high enough to pay for existing costs, but not high enough to be able to stockpile the cash that would be required to be able to pay upfront for the future costs of infrastructure replacement.

On the surface, it may seem that the amount of depreciation expense charged to the utility each year should be able to pay for the debt service of the assets being depreciated. However, there are two things that generally do not make that possible. First, you have to pay interest on debt which introduces an additional cost not covered by depreciation, and secondly, by the end of the useful life of an asset, the cost of replacing long lived infrastructure assets is usually dramatically higher than the cost of the original asset which was being depreciated.

### Return on Investment

The rate of return on investment is expressed as a percentage of operating income over the net value of the utility's paid assets. The reason utilities need to have a return on investments in this context, is to be able to have enough income (cash), to be able to cover the difference between the cost of depreciation and the debt service requirements of the utility for infrastructure replacement.

The rate of return on investment is also the primary constraint that the PSC uses to measure if the rates that a utility is requesting are set at a "reasonable" level for consumers. The current benchmark used by the PSC is a 6.5% limit on the rate of return that a utility's charges for services should generate. Anything more than a 6.5% rate of return is generally reviewed with greater scrutiny.

### Debt Coverage Ratio

The debt coverage ratio is expressed as a ratio of cash from operations over debt service needs. This is the end of the day number that indicates if you are generating enough cash from operations to be able to pay your debt service costs.

For example: If your cash from operations were \$200,000 and your debt service costs were \$250,000, your debt coverage ratio would be 0.80. This means that you are only generating enough cash to pay for 80% of your debt service needs from current operations. A ratio of 1.00 mean that you have achieved a "cash" break even, and a ratio of 1.10 would mean that you were able to generate a cash surplus from operations.

In order for a utility to be able to issue its own revenue bonds, the general fiscal standard is that the utility must be able to demonstrate that they can maintain a minimum debt coverage ratio of 1.25. This gives creditors the confidence that the utility's revenues will be more than sufficient to enable them to make timely debt service payments. Over time, this also allows the utility to build up a certain level of cash reserves to be able to address unanticipated expenditures without impacting their ability to meet there other obligations.

### **Rate Setting Policy Issues**

At the heart of the discussion then, is what fiscal benchmarks should staff target for rate setting and how should we try to achieve those benchmarks?

### Where are we now?

The Shorewood Water Utility has some unique issues to consider in this process.

First, given our current net asset values, even if requesting the maximum targeted return on investment rate increase from the PSC, it is uncertain if the utility will be able to achieve a debt coverage ratio of 1.0. Another words, simply be cash self-sufficient. This level would be very close to the cash break-even point for the utility, and would certainly not be able to restore the utility back to an overall positive cash position.

Second, now that the Village is investing significantly in utility infrastructure again, the debt service costs will also continue to increase significantly for the 6-10 years based on the current projects in last year's long-range capital plan. In 2016 debt service costs for the Shorewood Water Utility were approximately \$400,000. By 2023 staff projects that debt service costs will be over \$750,000 per year and will continue to increase for the foreseeable future.

Other costs are also expected to increase by roughly \$50,000 per year as well. This means that even with the maximum benchmark increase in 2017, a significant increase in 2019 will also be required just to attempt to get back to the "cash" breakeven point.

### **Proposed guidance options:**

Staff would like to initiate a discussion for the adoption of a long-term rate setting policy to act as the benchmark for staff to submit rate filings to the PSC and to be able to effectively communicate future rate expectations to the board and our customers. Below is a listing of several different rate management policies, in descending order of achieving utility self-sufficiency, which could be adopted to offer the guidance necessary to accomplish these goals.

#### Staff recommends option A:

**A)** Pursue minimum rate increase necessary (preliminary estimate 15%) in 2017 in order to try to bring utility back to an overall positive cash position by 2018. Continue to pursue minimum needed rate increases every 2 years thereafter to maintain a debt coverage ratio of 1.25, start to build sufficient utility reserves in order to cover unexpected costs, and become eligible to issue its own revenue bonds for future infrastructure replacement needs.

#### Other Options:

**B)** Pursue a 10% rate increase in 2017, and a 15% increase in 2019 in order to try to bring utility back to an overall positive cash position by 2020. Continue to pursue rate increases every 2 years thereafter, with the goal of gradually increasing the utilities debt coverage ratio to 1.25 by the year 2021 and start to build sufficient utility reserves in order to cover unexpected costs, and become eligible to issue its own revenue bonds for future infrastructure replacement needs.

**C)** Pursue a 10% rate increase in 2017, and grant the utility any necessary funds to bring the utility back to a positive cash position at the end of 2017. Continue to pursue the necessary rate increases every 2 years thereafter in order to maintain a projected debt coverage ratio to 1.10 in order to try to break even each year. Continue to grant the utility any necessary funds to cover any budget shortfalls.

A summary of the projected rates increases that would be necessary to achieve each of these goals is presented on the following page.

The following table summarizes the projected rates increase that would be necessary to achieve each of various rate setting objectives previously described for the next 10 years.

<b>Utility rate forecast matrix</b>												
<b>Utility</b>	<b>Option</b>	<b>* 2017</b>	<b>**2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Water	A	15%		15%		10%		10%		10%		10%
Sewer	A		10%		15%		15%		15%		8%	
Water	B	10%		15%		15%		10%		10%		10%
Sewer	B		10%		15%		15%		15%		8%	
Water	C	10%		15%		10%		10%		10%		10%
Sewer	C		10%		12%		12%		12%		10%	
<p>* In 2017, in order to get back to self sufficiency by 2018, the water utility would need to increase rates by 15%. Obtaining approval for this level of increase from the PSC would be outside the normal allowable limits. Normal limits will allow for a maximum increase of 8%. With a 8% increase, staff projects that the water utility would be near a break even level in 2017, but would return to a negative cash flow again in 2018.</p>												
<p>** Since the sewer utility is already above the cash break even level, the increase indicated in 2018 is the amount that would be needed for the sewer utility to maintain a debt cover ratio to 1.25 in options A and B. These rate include debt cost for \$20 million in SE Sewer improvement from 2018-2022.</p>												

Option Summary:

- A) Debt coverage ratio goal of 1.25 (revenue bond eligible) as soon as possible
- B) Debt coverage ratio goal of 1.25 (revenue bond eligible) by 2021
- C) Debt coverage ratio goal of 1.10 (break-even) - Village funds deficits



## VILLAGE OF SHOREWOOD CITIZEN'S ACADEMY



### 2016 Program Proposal

#### **Purpose**

The Village of Shorewood values civic engagement and opportunities for the public to learn about civic services. The Village is creating a Shorewood Citizen's Academy to allow residents and visitors a chance to learn more about their community. The beauty behind the citizen's academy is that it is intended for a diverse audience. Whether you are a resident of the community for 30 years, a new business owner, a curious high school student, a prospective homeowner looking to move into the community or a resident looking for volunteer opportunities in the community, the citizen's academy serves to all demographics and backgrounds.

This is an innovative program that offers community leaders and officials to talk about services and volunteer opportunities. The citizen's academy serves as a new tool that enhances the Village communication by creating a hands-on learning opportunity for several individuals. As the Village continues to evolve its communication plan to serve the residents of the community, the citizen's academy is a program that meets the evolving community demand. Lastly, the academy will allow Village officials a chance to work hands-on with residents and perhaps make improvements to services based on received feedback.

#### **Structure**

There will be a total of 20 spots reserved for the citizen's academy. There will be a total of six citizen's academy sessions with each session lasting two hours (6 – 8 p.m.). Citizen's academy sessions will take place on a Thursday night. The makeup of a session can range from a guest speaker to a tour of a facility. Throughout the night, those participating in the citizen's academy will be able to ask questions and interact with guest presenters. These will not be public meetings and the sessions will be closed to those individuals who signed up for the academy. At the end of each session, evaluations will be given out to the academy members to provide feedback and input towards the sessions for next year.

#### **Recruitment and Marketing**

The Village of Shorewood will begin recruiting and publicizing the citizen's academy in July. The Village will publicize the sign-up window for the academy through multiple communication avenues, which includes the Village manager's memo, social media, the information board and the civic information center in the Village Center, the Village and School District websites, and the Shorewood Today magazine (if needed). Village staff will also be available at the conservation fair and the Summer Concert Series to inform residents of the opportunity. The Village Manager's Office will work with North Shore Now to see if they would write an article on the citizen's academy. Lastly, staff liaisons will encourage all newly appointed committee members to sign up for the academy.

## **Application Process and Selection**

Those interested in the academy will need to fill out a short application form and turn in to the Village Manager's Office. The selection process for the academy will be completed based on the timeliness applications are turned in. Therefore, entry into the academy will be on a first come-first serve basis and residents will also be given priority. If the academy is full and applications are still being turned in, those applications will be saved for the following year and those individuals will have the chance to be the first ones to sign up. You do not need to be a resident in order to sign up for the academy. The academy is partially designed for a prospective resident or business owner interested in the Shorewood community.

The Village will continue to accept applications through the end of August. The Village Manager's Office will contact the selected participating academy members in September to confirm their spot in the academy and inform them of the upcoming schedule. Even after the window is closed to sign up for the current year's academy, individuals will be allowed to fill out an application for the next year's academy at any time. Application forms will be available on the Village website, the Village Hall and Village Center lobbies, and at the Civic Information Center.

## **Proposed Schedule and Speakers**

The following is a proposed schedule for the 2016 citizen's academy program:

-  **Session One – Shorewood's History, Structure of Government & Budgeting.** Karen de Hartog from the Shorewood Historical Society will be invited to provide a 30-minute presentation on the history of Shorewood, providing some context on how Shorewood started and significant events that led to Shorewood of today. Village Manager Chris Swartz will also provide some background on the Village structure of government, and Customer Service Director Diane DeWindt-Hall will discuss the customer service culture of the organization. Then, for the second half of the session Mr. Swartz will team up with Finance Director Mark Emanuelson to discuss the multiple components involved with the Village budget as well as Village financing and other revenue sources such as parking and utility billing.
  
-  **Session Two – Community Service through Representation & Volunteering.** The academy will invite several representatives to present and share their stories. Milwaukee County officials, County Executive Chris Abele and County Supervisor Sheldon Wasserman will be invited to talk for the first 30 minutes about County services and plans. The next remaining 30 minutes will be allocated to those representatives at the State and Federal level (Representative David Bowen, Senator Lena Taylor and U.S. Representative Gwen Moore) to discuss their involvement in representing the citizens of Shorewood and current issues they are discussing. Village President Guy Johnson will then be present for 30 minutes to discuss current issues the Village Board is facing. Village Clerk-Treasurer Tanya O'Malley will provide a summary on voting in Shorewood, and Assistant Village Manager Tyler Burkart will summarize the volunteer options available with the Village and with other community groups.

✚ **Session Three – Public Works & Infrastructure.** Academy members will be invited to the Department of Public Works building to learn more about Shorewood's Public Works operations. Public Works Director Leeann Butschlick will review some of the updates related towards road rehabilitation, stormwater infrastructure, snow and ice control, refuse and recycling collection, water quality and other significant issues. Village Engineer Mustafa Emir will be available to respond to any engineering or design questions about the Village infrastructure. Then, Assistant Public Works Director Joel Kolste will take the academy members on a tour of the DPW facility as they have an opportunity to see the equipment and vehicles up close.

✚ **Fall Break** will occur between first three and last three sessions to allow academy members some time off.

✚ **Session Four – Planning & Development.** Planning and Development Director Ericka Lang will review some of the comprehensive plans the Village has adopted recently. This will include a full update on the Wilson Drive Task Force and other projects associated to any of the comprehensive plans. Ms. Lang will also provide a summary on the work related to the building inspectors and variety of permits needed for different projects. Jim Plaisted from the Shorewood Business Improvement District will be in attendance to provide a 20 minute presentation on his role in the business community and the benefits of a business improvement district. Lastly, Michael Harrigan from Ehlers will present for the remaining 30 minutes on tax incremental financing and the factors involved with making TIF policy decisions.

✚ **Session Five – Education & Learning.** This session will focus on educational opportunities for all ages from Shorewood, ranging from K-12, adults and seniors in the community. Shorewood Schools Superintendent Dr. Bryan Davis will be present to provide information and updates with the Shorewood School District. This 60-minute presentation will highlight some of the activities occurring at each of the schools, the issues being discussed by the School Board, and how the tax dollars are utilized by the district. Library Director Rachel Collins will then transition with a 30-minute presentation on educational and learning opportunities being offered through the Shorewood Public Library. Ms. Collins will also share some enlightening statistics about the Library. Senior Resources Coordinator Elizabeth Price will conclude with a 30-minute summary on senior programming and ways seniors are staying involved in the community.

✚ **Session Six – Public Safety.** This session will invite the academy members to the Police Department building for a presentation on the Police Department by Police Chief Peter Nimmer and a presentation on the North Shore Fire Department consolidation by Fire Chief Robert Whitaker. Then, academy members will be offered a tour of the current facility and some of the equipment and vehicles the Public Safety departments utilize to keep the community safe. Chief Nimmer will identify some of the benefits of the space at the AB Data building and how that space will improve Police operations.