



AGENDA - SHOREWOOD BOARD OF TRUSTEES
Village Board Meeting
7:30 P.M. – Monday, November 21, 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 November 21, 2016
 - b. Appointments to Board, Committees, and Commissions
 - 1) Peter Jordan – Design Review Board, term expiration 2019
 - 2) Elisabeth Witt – Conservation Committee, term expiration 2019
 - 3) Lisa Even – Recreation Advisory Committee, term expiration 2019
5. Items removed from the Consent Agenda
6. October 18, 2016 Special Village Board Minutes
7. November 7, 2016 Village Board Minutes
8. November 14, 2016 Special Village Board Minutes
9. 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.
10. Public Hearing – Proposed Zoning Amendment for the River Site
11. New Business
 - a. Plan Commission
 1. Consideration of Ordinance to rezone properties from B-4 River District and Planned Development District to P-3 Parks Preservation District and Zoning Map amendment
 - b. Public Safety
 1. Consideration of Ordinance to Amend the Residential Daytime Parking Permit Districts

2. Consideration of Body Camera Agreement
 3. Consideration of amending electrical code to comply with State law changes
 - c. Public Works
 1. Consideration of Professional Services Agreement for Engineering for Alleys
 2. Consideration of Professional Services Agreement for Engineering for Sidewalks
 - d. Judiciary, Personnel & Licensing
 1. Consideration of Weights and Measures License Assessments
12. Reports of Village Officials
- a. Village President
 - b. Village Trustees
 - c. Village Manager
13. Items for Future Consideration
14. Adjournment

DATED at Shorewood, Wisconsin this 15th day of November, 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 2ND Floor of Village Hall, 3930 N. Murray Avenue, Shorewood, Wisconsin, as follows:

BUDGET & FINANCE – Trustee Michael Maher, Chairperson

Monday, November 21, 2016 at 5:30 p.m. – to consider:

1. Presentation of Accounts November 21, 2016
2. 3rd Quarter Financial Report

PUBLIC SAFETY COMMITTEE – Trustee Allison Rozek, Chairperson

Monday, November 21, 2016 at 6:15 p.m. – to consider:

1. Consideration of Ordinance to Amend the Residential Daytime Parking Permit Districts
2. Consideration of amendment to Village Electrical Code to comply with Wisconsin State law
3. Discussion of an additional stop sign on Murray at Beverly

COMMUNITY & BUSINESS RELATIONS – Trustee Tammy Bockhorst, Chairperson

Monday, November 21, 2016 at 7:00 p.m. – to consider:

1. Discussion regarding Videotaping Village Meetings

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

Monday, November 21, 2016 at 6:00 p.m. – to consider:

1. Consideration of Appointments to Boards, Committees, and Commissions
2. Consideration of Weights and Measures License Assessments
3. Discussion on Committee Quorum, Attendance Policies, and Term Limits
4. Discussion on Special Event Policy

PUBLIC WORKS COMMITTEE – Tr. Davida Amenta, Chairperson

Monday, November 21, 2016 at 6:45 p.m. – to consider:

1. Consideration of Professional Services Agreement for Engineering for Alleys
2. Consideration of Professional Services Agreement for Engineering for Sidewalks

DATED this 15th day of November, 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: November 15, 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	\$	97,177.69
200 - Library		14,168.71
210 - Elder Service Fund		2,923.66
220 - Marketing & Communications Fund		2,880.00
230 - Shorewood Today Magazine		1,575.00
240 - Special Funds		-
250 - Public Art Funds		-
300 - Debt Service Fund		-
400 - Capitol Projects Fund		37,334.77
410 - TIF #1		17.27
430 - TIF #3		203,893.85
440 - TIF #4		-
450 - TIF #5		-
600 - Parking Utility Fund		5,359.18
610 - Water Utility Fund		58,310.05
620 - Sewer Utility Fund		174,025.06
800 - Property Tax Fund		-
900 - Cash Fund		-
Subtotal:	\$	597,665.24

PLUS: Payroll vouchers per check register dated 11/11/2016 186,013.74

Grand Total \$ 783,678.98

	Begin Ck #	End Chk #
Accounts Payable Checks:	24977	25191
Accounts Payable Electronic Checks:		
Payroll Checks:	2539	2543
Payroll Direct Deposits:	DD10831	DD10922
Payroll Electronic Check Remittances:	EFT637	EFT640

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 100 General Fund							
Dept 0000							
100-0000-23000	BCR15-0002 - P15-0413	Bedrock Sewer & Water I	BD Bond Refund	BCR15-0002	11/16/16	1,000.00	24991
100-0000-23400	Due to Duncan	PROFESSIONAL ACCOUNT	CITATIONS/PARKING PERMISSIONS OCT	MSB0000815	11/16/16	2,289.00	25119
100-0000-24100	Due to MADACC	MILW AREA DOMESTIC A	DOG/CAT LICENSES SOLD SEP/OCT 2016	OCT/SEP 2016	11/16/16	2.60	25094
Total For Dept 0000						3,291.60	
Dept 1100 Board							
100-1100-51900	Professional Education	ROZEK, ALLISON	REIMBURSE CONF FEES LEAGUE CONF	REIMB CONF 2016	11/16/16	300.00	25133
100-1100-53140	Communications/Publications	JOURNAL SENTINEL	NOTICE PUBLICATIONS PLAN COMM BOR	423734-10-16	11/16/16	238.60	25060
Total For Dept 1100 Board						538.60	
Dept 1200 Court							
100-1200-51900	Professional Education	DEMET, DONAL M	OSHKOSH OCT 28, 2016- MILEAGE, DINN	TRAFFIC SEMINAR	11/16/16	237.51	25021
Total For Dept 1200 Court						237.51	
Dept 1410 Manager							
100-1410-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE/COLOR CHARGES - 10/2016	19673161	11/16/16	135.18	25052
100-1410-54100	Sustainability/Conservation	MACKEN,JOANN	BRING BAG SHOREWOOD STICKERS	10132016	11/16/16	63.86	25085
Total For Dept 1410 Manager						199.04	
Dept 1420 Clerk							
100-1420-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE/COLOR CHARGES - 10/2016	19673161	11/16/16	30.07	25052
Total For Dept 1420 Clerk						30.07	
Dept 1421 Elections							
100-1421-51100	Salaries and Wages	ALWAN, AUDREY	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-1	11/16/16	78.00	24978
100-1421-51100	Salaries and Wages	ANDERSON, JENNIFER	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-2	11/16/16	126.00	24981
100-1421-51100	Salaries and Wages	ARDELLINI, JULIANNE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-3	11/16/16	80.00	24982
100-1421-51100	Salaries and Wages	BAUMANN, COLE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-4	11/16/16	68.00	24988
100-1421-51100	Salaries and Wages	BEYER, CLAUDIA	NOVEMBER 2016 ELECTION INSPECTOR P	11/2016-5	11/16/16	64.00	24992
100-1421-51100	Salaries and Wages	BOBBITT, DOROTHY	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-6	11/16/16	118.00	24993
100-1421-51100	Salaries and Wages	BOLES, BARBARA	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-7	11/16/16	128.00	24995
100-1421-51100	Salaries and Wages	BRISELLI, MICHAEL	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-8	11/16/16	144.00	24997
100-1421-51100	Salaries and Wages	CAMPENNI, TORI	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-9	11/16/16	320.00	25000
100-1421-51100	Salaries and Wages	CARNEY, LYNN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-10	11/16/16	128.00	25001
100-1421-51100	Salaries and Wages	CARNEY, MAUREEN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-11	11/16/16	128.00	25002
100-1421-51100	Salaries and Wages	CARROLL, NORMA L	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-12	11/16/16	264.00	25004
100-1421-51100	Salaries and Wages	CURRAN, CAROLYN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-13	11/16/16	140.00	25016
100-1421-51100	Salaries and Wages	CZECHOLINSKI, DIANE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-14	11/16/16	64.00	25017
100-1421-51100	Salaries and Wages	DAVIS, ALICE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-15	11/16/16	78.00	25019
100-1421-51100	Salaries and Wages	DETWILER, EVE N	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-16	11/16/16	80.00	25022
100-1421-51100	Salaries and Wages	DEVILLE, GLORIA	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-17	11/16/16	16.00	25023
100-1421-51100	Salaries and Wages	FREDRICKSON, DALE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-18	11/16/16	134.00	25029
100-1421-51100	Salaries and Wages	GERSCHWILER, SUSAN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-19	11/16/16	128.00	25031
100-1421-51100	Salaries and Wages	GILL, ALEX	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-20	11/16/16	64.00	25033

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 100 General Fund							
Dept 1421 Elections							
100-1421-51100	Salaries and Wages	GLASS, LAUREN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-21	11/16/16	80.00	25034
100-1421-51100	Salaries and Wages	GOULD, VICTOR	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-22	11/16/16	118.00	25035
100-1421-51100	Salaries and Wages	GRATZ, MARSHALL	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-23	11/16/16	60.00	25036
100-1421-51100	Salaries and Wages	GURNEY, JEAN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-24	11/16/16	60.00	25038
100-1421-51100	Salaries and Wages	GUZNICZAK, MARY T	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-25	11/16/16	68.00	25039
100-1421-51100	Salaries and Wages	HENGST, BETH	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-26	11/16/16	64.00	25042
100-1421-51100	Salaries and Wages	HEPPE, THOMAS A	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-27	11/16/16	314.00	25043
100-1421-51100	Salaries and Wages	HILL, ALEX	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-28	11/16/16	28.00	25045
100-1421-51100	Salaries and Wages	HILL, BARBARA	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-29	11/16/16	28.00	25046
100-1421-51100	Salaries and Wages	HOCHWITZ, JULIE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-30	11/16/16	64.00	25047
100-1421-51100	Salaries and Wages	HOFFMAN, ROSE MARIE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-31	11/16/16	16.00	25048
100-1421-51100	Salaries and Wages	JAYNES, NICOLE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-32	11/16/16	64.00	25054
100-1421-51100	Salaries and Wages	JENSEN, JACQUELINE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-33	11/16/16	230.00	25055
100-1421-51100	Salaries and Wages	JHANSALE, SHANTHA	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-34	11/16/16	272.00	25056
100-1421-51100	Salaries and Wages	JOHN, MARILYN W	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-35	11/16/16	192.00	25058
100-1421-51100	Salaries and Wages	JOHNSON, ANDREA	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-36	11/16/16	118.00	25059
100-1421-51100	Salaries and Wages	KAMINSKY, SUSAN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-37	11/16/16	144.00	25062
100-1421-51100	Salaries and Wages	KANE, KATHERINE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-38	11/16/16	116.00	25063
100-1421-51100	Salaries and Wages	KERNS, SUSAN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-39	11/16/16	64.00	25065
100-1421-51100	Salaries and Wages	KIELY MILLER, BARBARA	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-40	11/16/16	60.00	25066
100-1421-51100	Salaries and Wages	KIRCHER, JANE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-41	11/16/16	66.00	25067
100-1421-51100	Salaries and Wages	KNETZGER, BARBARA A	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-42	11/16/16	136.00	25068
100-1421-51100	Salaries and Wages	KREILEIN, JANET	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-43	11/16/16	136.00	25069
100-1421-51100	Salaries and Wages	KRETSCH, DIANE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-44	11/16/16	116.00	25070
100-1421-51100	Salaries and Wages	LATHROP, CATHERINE C	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-45	11/16/16	224.00	25072
100-1421-51100	Salaries and Wages	LATHROP, JAMES A	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-46	11/16/16	168.00	25073
100-1421-51100	Salaries and Wages	LEE, DONALD	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-47	11/16/16	164.00	25075
100-1421-51100	Salaries and Wages	LEITERMAN, JUDITH	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-48	11/16/16	64.00	25076
100-1421-51100	Salaries and Wages	LETOURNEAU, ALAN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-49	11/16/16	80.00	25078
100-1421-51100	Salaries and Wages	LINTEREUR, MARGARET L	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-50	11/16/16	62.00	25080
100-1421-51100	Salaries and Wages	LOZIER, VASHTI	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-51	11/16/16	140.00	25083
100-1421-51100	Salaries and Wages	MACKEDON, MARGARET	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-52	11/16/16	64.00	25084
100-1421-51100	Salaries and Wages	MAKI, LINDA	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-53	11/16/16	64.00	25086
100-1421-51100	Salaries and Wages	MARBLE, JAKE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-54	11/16/16	66.00	25087
100-1421-51100	Salaries and Wages	MCATEER, DONNA	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-55	11/16/16	144.00	25089
100-1421-51100	Salaries and Wages	MCAULIFFE, CHRIS	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-56	11/16/16	78.00	25090
100-1421-51100	Salaries and Wages	MCDONALD, JAMES	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-57	11/16/16	80.00	25091
100-1421-51100	Salaries and Wages	MUSTO, LILLI	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-58	11/16/16	62.00	25100
100-1421-51100	Salaries and Wages	NOBLE, LISA	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-59	11/16/16	140.00	25103
100-1421-51100	Salaries and Wages	OXMAN, MICHELE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-60	11/16/16	192.00	25111
100-1421-51100	Salaries and Wages	PAPENFUS, JOHN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-61	11/16/16	40.00	25112
100-1421-51100	Salaries and Wages	PAPENFUS, MARGUERITE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-62	11/16/16	40.00	25113

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 100 General Fund							
Dept 1421 Elections							
100-1421-51100	Salaries and Wages	PAPIN, JIM	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-63	11/16/16	140.00	25114
100-1421-51100	Salaries and Wages	PERKINS, JUDY	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-64	11/16/16	98.00	25116
100-1421-51100	Salaries and Wages	ROCHE, LUIS	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-65	11/16/16	120.00	25128
100-1421-51100	Salaries and Wages	ROLLINS, KATHLEEN M	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-66	11/16/16	116.00	25129
100-1421-51100	Salaries and Wages	ROSS, WILLIAM	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-67	11/16/16	140.00	25130
100-1421-51100	Salaries and Wages	ROSZAK, DEBORAH	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-68	11/16/16	124.00	25131
100-1421-51100	Salaries and Wages	ROTHROCK, SCOTT	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-69	11/16/16	72.00	25132
100-1421-51100	Salaries and Wages	SACKEN, JEANNEE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-70	11/16/16	144.00	25134
100-1421-51100	Salaries and Wages	SCHECHTER, MIMI	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-71	11/16/16	76.00	25135
100-1421-51100	Salaries and Wages	SCHNEIDER, MAYA	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-72	11/16/16	72.00	25137
100-1421-51100	Salaries and Wages	SCHULTZ, MARCIA L	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-73	11/16/16	140.00	25139
100-1421-51100	Salaries and Wages	SCOTT, BEVERLY	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-74	11/16/16	62.00	25140
100-1421-51100	Salaries and Wages	SEIDMAN, MICHAEL	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-75	11/16/16	118.00	25141
100-1421-51100	Salaries and Wages	SHANKER, NATRAJ	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-76	11/16/16	134.00	25143
100-1421-51100	Salaries and Wages	SHAW, MARIPAT	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-77	11/16/16	80.00	25144
100-1421-51100	Salaries and Wages	SOBON, JEAN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-78	11/16/16	148.00	25149
100-1421-51100	Salaries and Wages	SPECTOR, JOAN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-79	11/16/16	78.00	25150
100-1421-51100	Salaries and Wages	SPENCER, JUDY	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-80	11/16/16	190.00	25151
100-1421-51100	Salaries and Wages	STREHLOW, KATHERINE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-81	11/16/16	110.00	25157
100-1421-51100	Salaries and Wages	SURRIDGE, HELEN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-82	11/16/16	144.00	25160
100-1421-51100	Salaries and Wages	SURRIDGE, STEPHEN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-83	11/16/16	196.00	25161
100-1421-51100	Salaries and Wages	TIMMONS, RHONDA	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-84	11/16/16	144.00	25164
100-1421-51100	Salaries and Wages	VERNON, MELINDA	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-85	11/16/16	112.00	25170
100-1421-51100	Salaries and Wages	VULPAS, JENNIFER	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-86	11/16/16	80.00	25174
100-1421-51100	Salaries and Wages	WAGNER, MARY GRACE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-87	11/16/16	118.00	25175
100-1421-51100	Salaries and Wages	WEBER, BARBARA	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-88	11/16/16	352.00	25178
100-1421-51100	Salaries and Wages	WEINBERG, KAREN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-89	11/16/16	128.00	25179
100-1421-51100	Salaries and Wages	WEISTROP, SUSAN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-90	11/16/16	286.00	25180
100-1421-51100	Salaries and Wages	WELLENSTEIN, MARY JO	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-91	11/16/16	64.00	25181
100-1421-51100	Salaries and Wages	WENEROWICZ, CAROLE	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-92	11/16/16	58.00	25182
100-1421-51100	Salaries and Wages	WESENER, LOIS D	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-93	11/16/16	226.00	25183
100-1421-51100	Salaries and Wages	WILSON, SARAH	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-94	11/16/16	124.00	25186
100-1421-51100	Salaries and Wages	WNUCZEK JR., EDMUND	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-95	11/16/16	64.00	25187
100-1421-51100	Salaries and Wages	YEZEK, KATHLEEN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-96	11/16/16	132.00	25188
100-1421-51100	Salaries and Wages	ZARMI, AVNER	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-97	11/16/16	128.00	25189
100-1421-51100	Salaries and Wages	ZWEIFEL, JOHN	NOVEMBER 2016 ELECTION INSPECTOR P	11-2016-98	11/16/16	80.00	25191
100-1421-53500	Dept/Program Supplies	MILANOWSKI, DIANE	BOARD OF APPEALS APPERANCE	40894	11/16/16	689.00	25092
Total For Dept 1421 Elections						12,323.00	
Dept 1430 Customer Service							
100-1430-53100	Office Supplies	ENVIRONMENTAL INNOV	TONERS FOR CUSTOMER SERVICE PRINTE	235861	11/16/16	220.00	25027
100-1430-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE/COLOR CHARGES - 10/2016	19673161	11/16/16	13.95	25052

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Fund 100 General Fund							
Dept 1430 Customer Service							
Total For Dept 1430 Customer Service						233.95	
Dept 1510 Finance							
100-1510-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE/COLOR CHARGES - 10/2016	19673161	11/16/16	166.20	25052
Total For Dept 1510 Finance						166.20	
Dept 1900 Other General Admin							
100-1900-52120	Professional Fees Legal	CRIVELLO CARLSON MEN	LEGAL SERVICES RENDERED GENERAL OC	1302-208	11/16/16	7,984.00	25013
100-1900-52120	Professional Fees Legal	CRIVELLO CARLSON MEN	LEGAL SERVICES RENDERED COURT OCT 1	1302-209	11/16/16	2,992.00	25013
100-1900-52120	Professional Fees Legal	VON BRIESEN & ROPER S	LEGAL SERVICES RENDERED OCT 2016	223299	11/16/16	1,722.48	25173
100-1900-52120	Professional Fees Legal	VON BRIESEN & ROPER S	LEGAL SERVICES RENDERED SEP 16	223024	11/16/16	3,212.00	25173
100-1900-52900	Cleaning and Pest Control	GIBB BUILDING MAINTEN	MONTHLY JANITORIAL SERVICE/PARTITIO	12704	11/16/16	1,142.08	25032
100-1900-53150	Job Posting/Testing/Hiring	WILLIAM SULLIVAN	BACKGROUND INVESTIGATION FOR BRAN	REPORT NO 2016-	11/16/16	228.33	25185
Total For Dept 1900 Other General Admin						17,280.89	
Dept 2100 Police							
100-2100-45120	Court Fines	MILW CNTY TREASURER	CNTY JAIL, DRIVER, & IID SURCHARGES	OCTOBER2016CNT	11/16/16	664.00	25096
100-2100-45120	Court Fines	STATE OF WISCONSIN	CT COSTS, PEN ASSESSMENT, CRIME LAB	OCTOBER2016ST	11/16/16	1,765.89	25155
100-2100-51330	Uniform Expense	LARK UNIFORM OUTFITT	KADERLIK UNDERSHIRTS	232024	11/16/16	84.97	25071
100-2100-51330	Uniform Expense	LARK UNIFORM OUTFITT	WAIST LENGTH JACKET, FUR TROOPER H	231709	11/16/16	365.40	25071
100-2100-51330	Uniform Expense	RED THE UNIFORM TAILO	WEISFLOG VEST AND EXTRA VEST PLATE	OW64488A	11/16/16	730.70	25126
100-2100-51330	Uniform Expense	STREICHERS	KERR NAME TAG AND HOOK VELCRO	l1234164	11/16/16	9.99	25158
100-2100-51900	Professional Education	HARTFORD POLICE DEPT	OTTO TRAINING	11112016	11/16/16	140.00	25041
100-2100-52230	Phone and Internet	AT&T	BILLING DATE 10252016	414332066810	11/16/16	71.47	24984
100-2100-52230	Phone and Internet	US CELLULAR	BILL DATE 10242016	0161490655	11/16/16	197.50	25167
100-2100-52900	Cleaning and Pest Control	BATZNER PEST, INC.	PEST CONTROL	2174551	11/16/16	30.00	24987
100-2100-52900	Cleaning and Pest Control	GIBB BUILDING MAINTEN	MONTHLY JANITORIAL SERVICE/PARTITIO	12704	11/16/16	986.24	25032
100-2100-52910	Software Purch/Maint	DIGICORP INC	REPLACEMENT DRIVE FOR HP SERVER	315599	11/16/16	465.00	25025
100-2100-52990	Duncan Contracts & Fees	PROFESSIONAL ACCOUNT	CITATIONS/PARKING PERMISSIONS OCT	MSB0000815	11/16/16	6,382.21	25119
100-2100-52990	Duncan Contracts & Fees	PROFESSIONAL ACCOUNT	CITATIONS/PARKING PERMISSIONS OCT	MSB0000815	11/16/16	149.70	25119
100-2100-53100	Office Supplies	CINTAS CORP	REPLACEMENT MATS	10/01/16-10/31/1	11/16/16	62.16	25008
100-2100-53101	Shared Office Costs	GIBB BUILDING MAINTEN	POLICE SUPPLIES CLEANING NOV 16	12704 POL SUP N	11/16/16	103.17	25032
100-2100-53120	Copy & Print Costs	JAMES IMAGING SYSTEM	COPIER AND PRINTING	19588709	11/16/16	425.48	25052
100-2100-53200	Memberships & Subscriptions	NOTARY BOND RENEWAL	NOTARY BOND RENEWAL FOR J SCHMIDT	JSCHMIDTNOTARY	11/16/16	25.00	25106
100-2100-53200	Memberships & Subscriptions	WI DEPT OF FINANCIAL I	NOTARY RECORD FOR JSCHMIDT	JSCHMIDT	11/16/16	20.00	25184
100-2100-53400	Vehicle Maintenance	JIMBOS CAR WASH	CAR WASH	13655	11/16/16	8.50	25057
100-2100-53500	Dept/Program Supplies	LEADER TOWING & TRAN	TOW 98 DODGE NEON WHITE GKD	47418	11/16/16	125.00	25074
Total For Dept 2100 Police						12,812.38	
Dept 2400 Planning and Development							
100-2400-51900	Professional Education	CRYSTAL KOPYDLOWSKI	BSA TRAINING - MILEAGE REIMBURSEME	111016	11/16/16	62.31	25014
100-2400-51900	Professional Education	JUSTIN BURRIS	CROSS CONNECTION TRAINING PARKING	102416102816	11/16/16	149.31	25061
100-2400-52230	Phone and Internet	US CELLULAR	CELLU PHONE CHARGES	0162221682	11/16/16	16.93	25168
100-2400-53100	Office Supplies	QUILL CORPORATION	OFFICE PLIES - CALENDARS	1511846	11/16/16	5.43	25121

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Fund 100 General Fund							
Dept 2400 Planning and Development							
100-2400-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE/COLOR CHARGES - 10/2016	19673161	11/16/16	135.05	25052
100-2400-54620	Loan Program Expenses	TRANS UNION CORPORA	NEIGHBORHOOD LOAN PROGRAM	10643600	11/16/16	70.00	25165
Total For Dept 2400 Planning and Development						709.03	
Dept 2900 Other Public Safety							
100-2900-52990	Other Service Contracts & Fee	TWIN CITY SECURITY INC	OCT 24-OCT 30	12343299	11/16/16	1,499.78	25166
Total For Dept 2900 Other Public Safety						1,499.78	
Dept 3100 Public Works Admin.							
100-3100-46420	Recycling Rebate	WASTE MANAGEMENT O	RESIDENTIAL RECYCLING OCTOBER	5987523-2275-3	11/16/16	(4,215.06)	25176
100-3100-53120	Copy & Print Costs	OFFICE COPYING EQUIPM	COLOR AND BLACK AND WHITE COPYING	338653	11/16/16	19.26	25107
100-3100-54150	Safety Expenses	AMERICAN INDUSTRIAL	HEARING TEST	18449	11/16/16	424.00	24980
100-3100-54150	Safety Expenses	CINTAS	MEDICAL CABINET SUPPLIES	5006388584	11/16/16	54.79	25007
Total For Dept 3100 Public Works Admin.						(3,717.01)	
Dept 3230 Bldg Maint - Public Works							
100-3230-53500	Dept/Program Supplies	AT&T	SECURITY LINE CHARGES	102816	11/16/16	140.21	24985
100-3230-53500	Dept/Program Supplies	BONAFIDE SAFE & LOCK I	KEYS	242135-00	11/16/16	11.58	24996
100-3230-53500	Dept/Program Supplies	COMDATA	SUPPLIES FOR ALL DEPTS	110116	11/16/16	62.58	25011
100-3230-53500	Dept/Program Supplies	CTC SUPPLIES	FLANNEL WIPERS FOR ALL DEPTS	0044168	11/16/16	90.00	25015
100-3230-53500	Dept/Program Supplies	HOME DEPOT CREDIT SER	SUPPLIES FOR VARIOUS DEPARTMENTS	102816	11/16/16	664.68	25049
100-3230-53500	Dept/Program Supplies	ORKIN COMMERCIAL SER	EXTERMINATING AT DPW	134836281	11/16/16	84.08	25110
100-3230-53500	Dept/Program Supplies	ORKIN COMMERCIAL SER	EXTERMINATING AT HUBBARD	134836647	11/16/16	89.50	25110
100-3230-53500	Dept/Program Supplies	STANLEY CONVERGENT S	MONITORING CHARGES FOR SECURITY SY	14045445	11/16/16	309.84	25152
100-3230-53500	Dept/Program Supplies	STATE OF WI - DSPS	PERMIT TO OPERATE ELEVATOR VILLAGE	422359	11/16/16	100.00	25154
Total For Dept 3230 Bldg Maint - Public Works						1,552.47	
Dept 3300 Municipal Garage							
100-3300-53400	Vehicle Maintenance	CARQUEST AUTO PARTS	STOCK FOR MECHANICS	2514-515217	11/16/16	3.50	25003
100-3300-53400	Vehicle Maintenance	CARQUEST AUTO PARTS	PARTS FOR SQ 4	2514-514237	11/16/16	241.08	25003
100-3300-53400	Vehicle Maintenance	CARQUEST AUTO PARTS	STOCK FOR MECHANICS	2514-515218	11/16/16	10.50	25003
100-3300-53400	Vehicle Maintenance	CARQUEST AUTO PARTS	STOCK FOR MECHANICS	2514-515174	11/16/16	22.07	25003
100-3300-53400	Vehicle Maintenance	CARQUEST AUTO PARTS	PARTS FOR #110	2514-514896	11/16/16	3.40	25003
100-3300-53400	Vehicle Maintenance	CARQUEST AUTO PARTS	STOCK FOR MECHANICS	2514-514667	11/16/16	33.81	25003
100-3300-53400	Vehicle Maintenance	CARQUEST AUTO PARTS	JUMP START PACK FOR PD	2514-515339	11/16/16	170.99	25003
100-3300-53400	Vehicle Maintenance	INDUSTRIAL MARKETING	BUSHING TAPER LOCK	041156	11/16/16	165.13	25050
100-3300-53400	Vehicle Maintenance	LINCOLN CONTRACTORS	PARTS #82 AND CREDIT	110916	11/16/16	112.04	25079
100-3300-53400	Vehicle Maintenance	MATHESON TRI GAS INC	CYLINDER GAS RENTAL FOR MECHANICS	14277571	11/16/16	120.00	25088
100-3300-53400	Vehicle Maintenance	NAPA AUTO PARTS	PARTS FOR SQ 6	467283	11/16/16	203.50	25101
100-3300-53400	Vehicle Maintenance	NAPA AUTO PARTS	STOCK FOR MECHANICS	468325	11/16/16	125.97	25101
100-3300-53400	Vehicle Maintenance	OLD DOMINION BRUSH	PARTS FOR #63	0096281	11/16/16	371.98	25109
100-3300-53400	Vehicle Maintenance	OLD DOMINION BRUSH	PARTS FOR LEAF VAC	0096047	11/16/16	153.54	25109
100-3300-53400	Vehicle Maintenance	POMP'S TIRE SERVICE	TIRES FOR SQ 4	950197346	11/16/16	513.92	25118

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Fund 100 General Fund							
Dept 3300 Municipal Garage							
100-3300-53400	Vehicle Maintenance	POMP'S TIRE SERVICE	TIRES FOR #38	950197348	11/16/16	585.08	25118
100-3300-53400	Vehicle Maintenance	RITTER ENGINEERING CO	HOSE ASS AND O RING	52085-001	11/16/16	136.58	25127
100-3300-53400	Vehicle Maintenance	SHERWIN INDUSTRIES IN	PARTS FOR MECHANICS	037161	11/16/16	18.33	25145
100-3300-53410	Fuel and Oil	HERBST OIL INC	UNLEADED FUEL	62472	11/16/16	1,530.02	25044
100-3300-53410	Fuel and Oil	HERBST OIL INC	DIESEL FUEL	62477	11/16/16	2,283.40	25044
Total For Dept 3300 Municipal Garage						6,804.84	
Dept 3430 Street Lights							
100-3430-53500	Dept/Program Supplies	DIGGERS HOTLINE INC	DIGGERS TICKETS FOR OCTOBER	161055101	11/16/16	74.96	25024
Total For Dept 3430 Street Lights						74.96	
Dept 3510 Refuse Disposal							
100-3510-52950	Disposal Contracts	WASTE MANAGEMENT O	SCHOOLS AND VILLAGE RECYCLING AND S	5983310-2275-9	11/16/16	1,261.19	25176
100-3510-52950	Disposal Contracts	WASTE MANAGEMENT O	SOLID AND YARD	0049673-2286-0	11/16/16	13,250.81	25176
Total For Dept 3510 Refuse Disposal						14,512.00	
Dept 3520 Recycling							
100-3520-52950	Disposal Contracts	WASTE MANAGEMENT O	DPW RECYCLING	5986462-2275-5	11/16/16	3,143.56	25176
100-3520-52950	Disposal Contracts	WASTE MANAGEMENT O	SCHOOLS AND VILLAGE RECYCLING AND S	5983310-2275-9	11/16/16	981.93	25176
100-3520-52950	Disposal Contracts	WASTE MANAGEMENT O	RESIDENTIAL RECYCLING OCTOBER	5987523-2275-3	11/16/16	9,776.00	25176
100-3520-52950	Disposal Contracts	WASTE MANAGEMENT O	VILLAGE AND OAKLAND AVE RECYCLING	5987524-2275-1	11/16/16	349.14	25176
Total For Dept 3520 Recycling						14,250.63	
Dept 3530 Yard Waste / Leaf							
100-3530-51100	Salaries and Wages	SERVICE FIRST STAFFING I	TEMPORARY EMPLOYEE LEAF CLEANING	186936	11/16/16	1,864.05	25142
100-3530-51100	Salaries and Wages	SERVICE FIRST STAFFING I	TEMPORARY EMPLOYEES FOR LEAF SEAS	187083	11/16/16	2,079.58	25142
100-3530-52950	Disposal Contracts	WASTE MANAGEMENT O	SOLID AND YARD	0049673-2286-0	11/16/16	4,502.17	25176
Total For Dept 3530 Yard Waste / Leaf						8,445.80	
Dept 3610 Forestry							
100-3610-53500	Dept/Program Supplies	HOME DEPOT CREDIT SER	SUPPLIES FOR VARIOUS DEPARTMENTS	102816	11/16/16	37.78	25049
100-3610-53500	Dept/Program Supplies	LEONARD, A M INC	SUPPLIES FOR FORESTRY	16180238	11/16/16	535.75	25077
100-3610-53500	Dept/Program Supplies	LEONARD, A M INC	SPRAYER FOR FORESTRY	16183659	11/16/16	56.18	25077
100-3610-53500	Dept/Program Supplies	SIEVERT TRUCKING INC.	TOPSOIL	90208	11/16/16	626.00	25147
Total For Dept 3610 Forestry						1,255.71	
Dept 3620 Parks and Beautification							
100-3620-52990	Other Service Contracts & Fee	GREEN TEAM	CAPITOL DR. BED MAINTENANCE	6852	11/16/16	3,599.38	25037
Total For Dept 3620 Parks and Beautification						3,599.38	
Dept 4000 Health							
100-4000-52900	Cleaning and Pest Control	AMERICAN ANIMAL CON	PEST ABATEMENT OCT 2016	20835	11/16/16	200.00	24979
100-4000-52900	Cleaning and Pest Control	GIBB BUILDING MAINTEN	MONTHLY JANITORIAL SERVICE/PARTITIO	12704	11/16/16	180.26	25032
100-4000-5310	TELEPHONE EXPENSE	AT&T	LIBRARY ARM LINES 10/22-11/21/16	414967240510 NO	11/16/16	4.78	24983

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Fund 100 General Fund							
Dept 4000 Health							
100-4000-53101	Shared Office Costs	GIBB BUILDING MAINTEN	LIBRARY SUPPLIES CLEANING NOV 16	12704 LIB NOV16	11/16/16	40.49	25032
						Total For Dept 4000 Health	435.53
Dept 5140 Village Center							
100-5140-52230	Phone and Internet	AT&T	LIBRARY ALARM LINES 10/22-11/21/16	414967240510 NO	11/16/16	10.31	24983
100-5140-52900	Cleaning and Pest Control	GIBB BUILDING MAINTEN	MONTHLY JANITORIAL SERVICE/PARTITIO	12704	11/16/16	106.97	25032
						Total For Dept 5140 Village Center	117.28
Dept 5300 Village Celebrations							
100-5300-53900	Miscellaneous Expenses	GIBB BUILDING MAINTEN	LIBRARY SUPPLIES CLEANING NOV 16	12704 LIB NOV16	11/16/16	28.25	25032
						Total For Dept 5300 Village Celebrations	28.25
Dept 7000 Shared Expenses							
100-7000-53101	Shared Office Costs	GIBB BUILDING MAINTEN	VILLAGE HALL SUPPLIES CLEANING NOV 1	12704 VH SUP NO	11/16/16	217.19	25032
100-7000-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE/COLOR CHARGES - 10/2016	19673161	11/16/16	182.00	25052
100-7000-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE/COLOR CHARGES - 10/2016	19673161	11/16/16	96.61	25052
						Total For Dept 7000 Shared Expenses	495.80
						Total For Fund 100 General Fund	97,177.69
Fund 200 Library							
Dept 5110 Library							
200-5110-46710	Library Fines	LONG, SHEILA	REFUND FOR LOST ITEMS PAID FOR THEN	LIR LONG	11/16/16	18.89	25082
200-5110-46710	Library Fines	LONG, SHEILA	REFUND FOR LOST ITEMS PAID FOR THEN	LIR LONG	11/16/16	6.99	25082
200-5110-46710	Library Fines	SIEGER, JEANNE M. DESI	REFUND FOR LOST ITEM PAID FOR THEN	LIR SIEGER	11/16/16	21.99	25146
200-5110-51900	Professional Education	RACHEL COLLINS	MILEAGE REIMBURSEMENT TO/FROM M	MILEAGE NOV16	11/16/16	48.60	25124
200-5110-52100	Professional Fees	VON BRIESEN & ROPER S	LIBRARY POLICY CONSULTATION WITH VI	223300	11/16/16	132.00	25173
200-5110-52300	Other Intergov'tal pymts	MILW CNTY FEDERATED L	CHARGES FOR SERVICES AND SUPPLIES P	FL-02940	11/16/16	309.46	25095
200-5110-52900	Cleaning and Pest Control	GIBB BUILDING MAINTEN	MONTHLY JANITORIAL SERVICE/PARTITIO	12704	11/16/16	1,513.38	25032
200-5110-52990	Other Service Contracts & Fee	DAVES MAGIKIST CLEANI	MAT SERVICE FOR LIBARY LOBBY OCT 31	258504	11/16/16	54.56	25018
200-5110-52990	Other Service Contracts & Fee	JAMES IMAGING SYSTEM	LIBRARY PUBLIC COPIER LEASE PAYMENT	19632973	11/16/16	195.37	25053
200-5110-52990	Other Service Contracts & Fee	US CELLULAR	JUNE, JULY, AUGUST CHARGES FOR 2 TAB	0162343561	11/16/16	321.18	25169
200-5110-52990	Other Service Contracts & Fee	US CELLULAR	JUNE, JULY, AUGUST CHARGES FOR 2 TAB	0162343561	11/16/16	(25.00)	25169
200-5110-53101	TELEPHONE EXPENSE	AT&T	LIBRARY ALARM LINES 10/22-11/21/16	414967240510 NO	11/16/16	132.30	24983
200-5110-53101	Shared Office Costs	GIBB BUILDING MAINTEN	LIBRARY SUPPLIES CLEANING NOV 16	12704 LIB NOV16	11/16/16	362.51	25032
200-5110-53120	Copy & Print Costs	CDW GOVERNMENT	YELLOW AND BLACK TONER - ADULT PUB	FSJ6233	11/16/16	223.99	25005
200-5110-53120	Copy & Print Costs	CDW GOVERNMENT	YELLOW AND BLACK TONER - ADULT PUB	FSJ6233	11/16/16	173.73	25005
200-5110-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE/COLOR CHARGES - 10/2016	19673161	11/16/16	28.86	25052
200-5110-53130	Postage/Mailings	CDW GOVERNMENT	YELLOW AND BLACK TONER - ADULT PUB	FSJ6233	11/16/16	11.39	25005
200-5110-53130	Postage/Mailings	POLYLINE CORP	POLYBOX CD/DVD CASES - LIBRARY PROC	48074	11/16/16	12.82	25117
200-5110-53500	Dept/Program Supplies	BUDGET LIBRARY SUPPLI	SINGLE DVD CASES - LIBRARY PROCESSIN	14777	11/16/16	135.00	24999
200-5110-53500	Dept/Program Supplies	DEMCO	LABEL PROTECTORS, CD LABELS, BOOK C	5996956	11/16/16	179.16	25020
200-5110-53500	Dept/Program Supplies	MILW CNTY FEDERATED L	CHARGES FOR SERVICES AND SUPPLIES P	FL-02940	11/16/16	652.87	25095
200-5110-53500	Dept/Program Supplies	POLYLINE CORP	POLYBOX CD/DVD CASES - LIBRARY PROC	48074	11/16/16	108.48	25117

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Fund 200 Library							
Dept 5110 Library							
200-5110-54000	Programming	QUILL CORPORATION	PROGRAMMING SUPPLIES AND OFFICE LE	97050564	11/16/16	18.49	25122
200-5110-54000	Programming	QUILL CORPORATION	PROGRAMMING SUPPLIES AND OFFICE LE	97050564	11/16/16	(18.49)	25122
200-5110-54000	Programming	QUILL CORPORATION	PROGRAMMING SUPPLIES AND OFFICE LE	97050564	11/16/16	21.98	25122
200-5110-54000	Programming	QUILL CORPORATION	PROGRAMMING SUPPLIES AND OFFICE LE	97050564	11/16/16	65.92	25122
200-5110-54000	Programming	QUILL CORPORATION	PROGRAMMING SUPPLIES AND OFFICE LE	97050564	11/16/16	19.79	25122
200-5110-54510	Auermiller Expenses	BAKER & TAYLOR	BOOKS PURCHASED WITH AUERMILLER B	AUERM OCT16	11/16/16	1,266.36	24986
200-5110-54900	Onufrock Expenses	BAKER & TAYLOR	ITEMS PURCHASED WITH ONUFROCK ME	ONUFRock OCT 1	11/16/16	1,205.19	24986
200-5110-54900	Onufrock Expenses	SIGNARAMA MILWAUKEE	ONUFRock FURNITURE / AREA DEDICATI	27956	11/16/16	90.00	25148
200-5110-56130	Equipment/Furniture	SIGNARAMA MILWAUKEE	TRAIN TABLE DEDICATION PLAQUE OCT 2	27906	11/16/16	140.00	25148
Total For Dept 5110 Library						7,427.77	
Dept 5111 Adult Materials							
200-5111-53730	Materials	BAKER & TAYLOR	ADULT FICTION MATERIALS OCT 2016	AF OCT16	11/16/16	578.34	24986
200-5111-53730	Materials	BAKER & TAYLOR	ADULT NON-FICTION MATERIALS OCT16	ANF OCT16	11/16/16	2,048.45	24986
200-5111-53730	Materials	BAKER & TAYLOR	ADULT NON FICTION ITEMS OCT 16	CIRC CONTIN OCT	11/16/16	168.62	24986
200-5111-53730	Materials	BAKER & TAYLOR	LARGE PRINT ITEMS FOR COLLECTION OC	LRG PRT OCT16	11/16/16	15.99	24986
200-5111-53740	DVD's	BAKER & TAYLOR	ADULT DVDS FOR LIBRARY COLLECTION O	ADVD OCT16	11/16/16	655.48	24986
200-5111-53750	Audiobooks	BAKER & TAYLOR	AUDIO BOOKS FOR COLLECTION OCT 201	ABKCD OCT16	11/16/16	176.79	24986
200-5111-53770	Music	BAKER & TAYLOR	MUSIC CDS FOR LIBRARY COLLECTION OC	ACD OCT16	11/16/16	575.23	24986
Total For Dept 5111 Adult Materials						4,218.90	
Dept 5112 Childrens Materials							
200-5112-53730	Materials	BAKER & TAYLOR	JUVENILE NON-FICTION CONTINUATIONS	JUV CONTIN OCT 1	11/16/16	189.57	24986
200-5112-53730	Materials	BAKER & TAYLOR	JUVENILE MATERIALS OCT 2016	JUV OCT16	11/16/16	1,096.37	24986
200-5112-53740	DVD's	BAKER & TAYLOR	JUVENILE DVDS OCT 16	JDVD OCT16	11/16/16	196.96	24986
Total For Dept 5112 Childrens Materials						1,482.90	
Dept 5113 Young Adult Materials							
200-5113-53730	Materials	BAKER & TAYLOR	YOUNG ADULT MATERIALS OCT 2016	YA OCT16	11/16/16	1,039.14	24986
Total For Dept 5113 Young Adult Materials						1,039.14	
Total For Fund 200 Library						14,168.71	
Fund 210 Senior Services							
Dept 4600 Senior Services							
210-4600-52100	Professional Fees	MILEWSKI, SHERROD	QIGONG CLASSES	NOVEMBER2016	11/16/16	180.00	25093
210-4600-52100	Professional Fees	VOLODARSKAYA, OLGA	MUSICAL DIRECTION & PIANO PERFORM	OCTOBER2016	11/16/16	420.00	25172
210-4600-52100	Professional Fees	WATTS, MEREDITH	YOGA CLASSES	NOVEMBER 2016	11/16/16	244.00	25177
210-4600-52900	Cleaning and Pest Control	GIBB BUILDING MAINTEN	MONTHLY JANITORIAL SERVICE/PARTITIO	12704	11/16/16	180.26	25032
210-4600-53101	TELEPHONE EXPENSE	AT&T	LIBRARY ALARM LINES 10/22-11/21/16	414967240510 NO	11/16/16	14.43	24983
210-4600-53101	Shared Office Costs	GIBB BUILDING MAINTEN	LIBRARY SUPPLIES CLEANING NOV 16	12704 LIB NOV16	11/16/16	39.55	25032
210-4600-53121	Shared Copy Costs	JAMES IMAGING SYSTEM	LEASE/COLOR CHARGES - 10/2016	19673161	11/16/16	25.42	25052
210-4600-53500	Dept/Program Supplies	PAT MIKKELSEN	DECORATIVE PLATE CLASS	DECEMBER2016	11/16/16	30.00	25115
210-4600-54000	Programming	BECK, KATHY L	CARD INDEXING CLASS	DEC2016	11/16/16	30.00	24990

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 210 Senior Services							
Dept 4600 Senior Services							
210-4600-54000	Programming	BOEHM, MICHELLE	YARD CLEANUP FACILITATION	FALL2016	11/16/16	1,020.00	24994
210-4600-54000	Programming	GIBB BUILDING MAINTEN	MONTHLY JANITORIAL SERVICE/PARTITIO	12704	11/16/16	130.00	25032
210-4600-54000	Programming	PAT MIKKELSEN	DECOUPAGE PLATE CLASS	DECEMBER2016	11/16/16	40.00	25115
210-4600-54000	Programming	SCHMEDEMAN, JANN	CARD STAMPING	DECEMBER2016	11/16/16	50.00	25136
210-4600-54140	Shorewood Connects	SUE KELLEY CONSULTING	SHOREWOOD CONNECTS	OCT2016	11/16/16	450.00	25159
Total For Dept 4600 Senior Services						2,923.66	
Total For Fund 210 Senior Services						2,923.66	
Fund 220 Marketing & Communications							
Dept 6700 Marketing & Communications							
220-6700-52100	PROJ MGNMNT PLAN EXE CE	BOEHM, MICHELLE	MARKETING SERVICES OCT 16	OCT 2016	11/16/16	937.50	24994
220-6700-52100	PAID ADVERTISING	BOEHM, MICHELLE	MARKETING SERVICES OCT 16	OCT 2016	11/16/16	150.00	24994
220-6700-52100	MEDIA RELATIONS	BOEHM, MICHELLE	MARKETING SERVICES OCT 16	OCT 2016	11/16/16	180.00	24994
220-6700-54170	WELCOMING NEIGHBORS	BOEHM, MICHELLE	MARKETING SERVICES OCT 16	OCT 2016	11/16/16	312.50	24994
220-6700-54640	Marketing/Advertising	NORTHWOODS	SEARCH ENGINE MARKETING WORK	41663	11/16/16	1,300.00	25105
Total For Dept 6700 Marketing & Communications						2,880.00	
Total For Fund 220 Marketing & Communications						2,880.00	
Fund 230 Shorewood Today							
Dept 1910 Shorewood Today							
230-1910-52100	SHOREWOOD TODAY	BOEHM, MICHELLE	MARKETING SERVICES OCT 16	OCT 2016	11/16/16	1,575.00	24994
Total For Dept 1910 Shorewood Today						1,575.00	
Total For Fund 230 Shorewood Today						1,575.00	
Fund 400 General Capital Projects							
Dept 1100 Board							
400-1100-56360	Streetscape (Lights,Signs,Benc	ZIGNEGO READY MIX INC	PED CROSSING BASES	69525	11/16/16	380.65	25190
400-1100-56360.17-02	Bike Share costs	R A SMITH	BIKESHARE DESIGN SERVICES	127097	11/16/16	1,453.83	25123
Total For Dept 1100 Board						1,834.48	
Dept 1410 Manager							
400-1410-52910	Software Purch/Maint	MSA PROFESSIONAL SER	GIS UPDATES AND PROCESS	15	11/16/16	159.00	25099
400-1410-56200	Building Improvements	LIPPERT TILE COMPANY I	ADDL. PREP WORK ON FLOOR	003-905804	11/16/16	500.00	25081
Total For Dept 1410 Manager						659.00	
Dept 2100 Police							
400-2100-56400	Vehicles	BAYCOM INC	PARTS AND MATERIALS	SRVCE0000000047	11/16/16	611.92	24989
400-2100-56400	Vehicles	GENERAL FIRE EQUIPME	SQ#10 DIAGNOSTIC AND REPAIR	135108	11/16/16	75.00	25030
400-2100-56400	Vehicles	VIKING COMMUNICATIO	SP-EFJ PORTABLE ANTENNA	I02324	11/16/16	46.50	25171
Total For Dept 2100 Police						733.42	
Dept 3410 Street and Alley							

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 400 General Capital Projects							
Dept 3410 Street and Alley							
400-3410-56310	Regular Maintenance	COUNTY MATERIALS COR	BRICK PAVERS	2757723	11/16/16	977.60	25012
400-3410-56310	Regular Maintenance	STOMPER CONCRETE LLC	EXTRA CURB AND GUTTER WORK 2107 C	706	11/16/16	700.00	25156
Total For Dept 3410 Street and Alley						1,677.60	
Dept 3620 Parks and Beautification							
400-3620-56500.16-09	GHOST TRAIN PROJECT	CLEARWING SYSTEMS IN	GHOST TRAIN PROJECT	11607181-2	11/16/16	18,599.70	25010
400-3620-56500.16-09	GHOST TRAIN PROJECT	PRWORKS LLC	GHOST TRAIN JUN-OCT 2016	11032016	11/16/16	4,612.57	25120
400-3620-56500.16-09	Antenna Installation	TAPCO	ANTENNA INSTALLATION WORK FOR GH	I544392	11/16/16	2,094.00	25162
400-3620-56500.16-09	GHOST TRAIN PROJECT	TAPCO	GHOST TRAIN ANTENNA WORK	I544391	11/16/16	7,124.00	25162
Total For Dept 3620 Parks and Beautification						32,430.27	
Total For Fund 400 General Capital Projects						37,334.77	
Fund 410 TID No. 1 Capital							
Dept 6600 TID Administration							
410-6600-53140	Communications/Publications	JAMES IMAGING SYSTEM	LEASE/COLOR CHARGES - 10/2016	19673161	11/16/16	17.27	25052
Total For Dept 6600 TID Administration						17.27	
Total For Fund 410 TID No. 1 Capital						17.27	
Fund 430 TID No. 3 Capital							
Dept 6650 TID Projects							
430-6650-54610	Developer Subsidies	HARBOR SHOREWOOD D	HRA PROJECT DRAW 3	DRAW 3	11/16/16	203,893.85	25040
Total For Dept 6650 TID Projects						203,893.85	
Total For Fund 430 TID No. 3 Capital						203,893.85	
Fund 600 Parking Utility							
Dept 0000							
600-0000-24213	Sales Tax Due State	CHATEAU APARTMENTS	REFUND - BUMPER W - HEPP, CASSIDY	2016-11-08	11/16/16	2.66	25006
600-0000-24213	Sales Tax Due State	NASH APARTMENTS	REFUND BUMPER Z - BERG, JAKE	201611-08	11/16/16	2.66	25102
Total For Dept 0000						5.32	
Dept 3900 Parking							
600-3900-46331	Wilson - W	CHATEAU APARTMENTS	REFUND - BUMPER W - HEPP, CASSIDY	2016-11-08	11/16/16	47.34	25006
600-3900-46333	N Oakland Ave - Z	NASH APARTMENTS	REFUND BUMPER Z - BERG, JAKE	201611-08	11/16/16	47.34	25102
600-3900-52990	Other Service Contracts & Fee	PROFESSIONAL ACCOUNT	CITATIONS/PARKING PERMISSIONS OCT	MSB0000815	11/16/16	4,247.00	25119
600-3900-54310	ATWATER LOT RENT	SCHOOL DISTRICT OF SH	PARKING PERMITS SOLD FOR THE MONT	PKG OCT 16	11/16/16	24.00	25138
600-3900-54311	LAKE BLUFF LOT RENT	SCHOOL DISTRICT OF SH	PARKING PERMITS SOLD FOR THE MONT	PKG OCT 16	11/16/16	36.00	25138
600-3900-54312	FEERICK LOT RENT	FEERICK FUNERAL HOME	PARKING PERMITS SOLD FOR THE MONT	PKG OCT 16	11/16/16	36.00	25028
600-3900-54313	NORTH SHORE BANK LOT REN	NORTH SHORE BANK-PAR	PARKING PERMITS SOLD FOR THE MONT	PKG OCT 16	11/16/16	168.00	25104
600-3900-54314	TCF BANK	TCF BANK	PARKING PERMITS SOLD FOR THE MONT	PKG OCT 16	11/16/16	192.00	25163
600-3900-54315	HIGH SCHOOL EAST LOT RENT	SCHOOL DISTRICT OF SH	PARKING PERMITS SOLD FOR THE MONT	PKG OCT 16	11/16/16	72.00	25138
600-3900-54320	OGDEN LOT RENT	OGDEN DEVELOPMENT G	PARKING PERMITS SOLD FOR THE MONT	PKG RENT OCT 16	11/16/16	57.00	25108
600-3900-54321	EINSTEIN BAGEL LOT	EINSTEIN BAGELS #1490	PARKING PERMITS SOLD FOR THE MONT	PKG RENT OCT16	11/16/16	8.00	25026

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 600 Parking Utility							
Dept 3900 Parking							
600-3900-54339	Lighthouse Lot	KENMORE PLACE 4041 C	LIGHTHORSE PARKING PERMIT OCT 16	PKG RENT OCT 16	11/16/16	59.18	25064
						<u>5,353.86</u>	
Total For Dept 3900 Parking						5,353.86	
Total For Fund 600 Parking Utility						<u>5,359.18</u>	
Fund 610 Water Utility							
Dept 3710 Water Administration							
610-3710-51330	Uniform Expense	BRUNKER, DAVID S	UNIFORM REIMBURSEMENT	110616	11/16/16	139.46	24998
610-3710-52100	Professional Fees	CITY WATER LLC	PROFESSIONAL SERVICES FOR WATER DE	369	11/16/16	2,687.50	25009
610-3710-52300	WATER SERVICE CHARGE	MILW WATER WORKS	CURRENT USAGE 9/30/2016 - 10/31/201	10113.300 OCT 20	11/16/16	1,003.20	25098
610-3710-52300	WATER USAGE CHARGE CCF	MILW WATER WORKS	CURRENT USAGE 9/30/2016 - 10/31/201	10113.300 OCT 20	11/16/16	46,611.18	25098
610-3710-52300	SHOREWOOD FIRE PROTECTI	MILW WATER WORKS	CURRENT USAGE 9/30/2016 - 10/31/201	10113.300 OCT 20	11/16/16	5,253.90	25098
610-3710-53121	Shared Copy Costs	OFFICE COPYING EQUIPM	COLOR AND BLACK AND WHITE COPYING	338653	11/16/16	19.26	25107
610-3710-54150	Safety Expenses	AMERICAN INDUSTRIAL	HEARING TEST	18449	11/16/16	136.00	24980
610-3710-54150	Safety Expenses	CINTAS	MEDICAL CABINET SUPPLIES	5006388584	11/16/16	54.79	25007
Total For Dept 3710 Water Administration						<u>55,905.29</u>	
Dept 3730 Maint Mains							
610-3730-53500	Dept/Program Supplies	RCM	BACK FILL FROM WATER DEPT	162080	11/16/16	250.00	25125
610-3730-53500	Dept/Program Supplies	STARK PAVEMENT CORP	ASPHALT	40032	11/16/16	103.00	25153
610-3730-53500	Dept/Program Supplies	ZIGNEGO READY MIX INC	SLURRY BARTLETT	69523	11/16/16	1,028.00	25190
610-3730-53500	Dept/Program Supplies	ZIGNEGO READY MIX INC	SLURRY MARYLAND	69200	11/16/16	434.80	25190
Total For Dept 3730 Maint Mains						<u>1,815.80</u>	
Dept 3740 Maint Services							
610-3740-53500	Dept/Program Supplies	DIGGERS HOTLINE INC	DIGGERS TICKETS FOR OCTOBER	161055101	11/16/16	74.96	25024
610-3740-53500	Dept/Program Supplies	ZIGNEGO READY MIX INC	SLURRY MURRAY AVE	69524	11/16/16	514.00	25190
Total For Dept 3740 Maint Services						<u>588.96</u>	
Total For Fund 610 Water Utility						<u>58,310.05</u>	
Fund 620 Sewer Utility							
Dept 3810 Sewer Administration							
620-3810-52320	MMSD SEWER CHARGES	MILW METRO SEWERAGE	CURRENT SEWER CHARGES 09/01/2016 -	251-16	11/16/16	173,668.93	25097
620-3810-53500	Dept/Program Supplies	OFFICE COPYING EQUIPM	COLOR AND BLACK AND WHITE COPYING	338653	11/16/16	19.27	25107
620-3810-54150	Safety Expenses	AMERICAN INDUSTRIAL	HEARING TEST	18449	11/16/16	136.00	24980
620-3810-54150	Safety Expenses	CINTAS	MEDICAL CABINET SUPPLIES	5006388584	11/16/16	54.81	25007
Total For Dept 3810 Sewer Administration						<u>173,879.01</u>	
Dept 3820 Sewer Maintenance							
620-3820-53400	Vehicle Maintenance	ALSCO	SHOP TOWELS	1133432	11/16/16	26.15	24977
620-3820-53400	Vehicle Maintenance	INTERSTATE BATTERY	BATTERY FOR SEWER AND WATER	100666905	11/16/16	44.95	25051
620-3820-53500	Dept/Program Supplies	DIGGERS HOTLINE INC	DIGGERS TICKETS FOR OCTOBER	161055101	11/16/16	74.95	25024
Total For Dept 3820 Sewer Maintenance						<u>146.05</u>	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
Fund 620 Sewer Utility							
			Total For Fund 620 Sewer Utility			<u>174,025.06</u>	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check #
			Fund Totals:				
			Fund 100 General Fund			97,177.69	
			Fund 200 Library			14,168.71	
			Fund 210 Senior Services			2,923.66	
			Fund 220 Marketing & Communications			2,880.00	
			Fund 230 Shorewood Today			1,575.00	
			Fund 400 General Capital Projects			37,334.77	
			Fund 410 TID No. 1 Capital			17.27	
			Fund 430 TID No. 3 Capital			203,893.85	
			Fund 600 Parking Utility			5,359.18	
			Fund 610 Water Utility			58,310.05	
			Fund 620 Sewer Utility			174,025.06	
			Total For All Funds:			<hr/> 597,665.24	



AT THE EDGE OF THE CITY AND
THE HEART OF EVERYTHING

VILLAGE CLERK'S MEMO

DATE: November 14, 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

BACKGROUND

On November 7, 2016, the Judiciary, Personnel, and Licensing Committee interviewed applicants for appointment 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 November 21, 2016 agenda for approval by the Village Board:

- Design Review Board – Peter Jordan, term expiration 2019
- Conservation Committee – Elisabeth Witt, term expiration 2019
- Recreation Advisory Committee – Lisa Even, term expiration 2019

The application for this individual can be found in the dropbox folder or is available upon request from the Village Clerk-Treasurer.

SUGGESTED MOTIONS

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



VILLAGE OF SHOREWOOD
VILLAGE BOARD MINUTES
SPECIAL BOARD MEETING

October 18, 2016

1. Call to Order

President Johnson called the meeting of the Village Board to order at 6:05 p.m. in Village Hall.

2. Roll Call

President Guy Johnson called the roll. Present: Trustees Davida Amenta, Tammy Bockhorst, Ann McKaig, Michael Maher, Allison Rozek, Paul Zovic and President Guy Johnson.

Others Present: Village Manager Chris Swartz, Finance Director Mark Emanuelson, Assistant Village Manager Tyler Burkart, Planning and Development Director Ericka Lang, Lead Building Inspector David Henson and Building Inspector/Code Compliance Officer Tim Koepp.

3. Consideration of 2017 Budget Hearing Recommendations

Finance Director Mark Emanuelson provided a summary of previous meetings, including items to be revisited, which are attached are part of these minutes.

Village Board - Professional education.

A motion by Trustee Rozek, seconded by Trustee Amenta, to increase village board professional education to \$3,000. With Trustees McKaig, Maher, Zovic and President Johnson voting nay, the motion failed 3-4.

Village Manager- Interest on Taxes.

Staff change accepted.

Village Manager - Professional Education.

Motion by Trustee Amenta, seconded by Trustee Rozek to reduce the village manager's professional training by \$5,750. With Trustees Bockhorst, McKaig, Maher, Zovic and President Johnson voting nay, the motion failed 2-5.

Elections - Election supplies

Staff change accepted.

Elections - Increasing poll worker pay

Discussion was held on providing additional incentives to recruit poll workers,

such as increased pay, flexible hours, shorter hours, etc. No action was taken, but the board members want to explore this further for future elections.

Planning - Planning Revenues

Remained as requested without further action.

Planning - Code Compliance

A motion by Trustee Amenta, seconded by Trustee Rozek, to reduce the code compliance position to ½ time. With Trustees Bockhorst, McKaig, Maher, Zovic and President Johnson voting nay, the motion failed 2-5.

Debt service stabilization

Remain as proposed without action.

Capital Projects - Wilson Drive

Remained at \$10,000 without action.

Capital Projects - Fund master plan review related to zoning code and parking policies

A motion by Trustee Rozek, seconded by Trustee Amenta to add \$10,000 to capital projects to review the village's zoning code to assure it's in compliance with the village's master plan and review parking policies.

A motion to amend the motion by President Johnson, seconded by Trustee McKaig, to add \$5,000 to capital projects fund to review the village's zoning code to assure it's in compliance with the village's master plan and review parking policies. The motion was withdrawn.

A motion by Trustee Rozek, seconded by Trustee Amenta, to include \$5,000 in the capital projects fund for review of the villages' zoning code to assure its compliance with the village's master plan and review parking policies, to be funded by general fund reserves. With Trustee McKaig voting nay, the motion carried 6-1.

Capital Projects - Boardroom Chairs

A motion by Trustee Maher, seconded by Trustee McKaig, to remove \$6,000 from the capital budget for boardroom chairs. The motion was amended by Trustee Rozek, seconded by Trustee Bockhorst to remove funding for the board room chairs in the amount of \$6,000 and redirect \$2,000 to fund Village Board education. With Trustees McKaig, Maher and President Johnson voting nay, the motion passed 4-3.

Marketing Fund

A motion by Trustee Rozek, seconded by Trustee Amenta, to reduce the marketing fund tax levy contribution by \$12,000. An amendment to the motion by Trustee McKaig, seconded by Trustee Bockhorst, to reduce the marketing fund tax levy contribution by \$6,000. With Trustees Amenta and Rozek voting nay, the amended motion was approved 5-2.

Shorewood Today - Tax Support of \$11,200.

A motion by Trustee Amenta, seconded by Trustee Rozek, to remove tax support from Shorewood Today in the amount of \$11,200. With Trustees Bockhorst, McKaig, Maher, Zovic and President Johnson voting nay, the motion failed 2-5.

The amount for other capital projects that were removed prior to Board consideration were discussed. Discussion focused on the 2017 alley program, IT vulnerability study and agenda management software.

Trustee Rozek stated that there was no discussion on Trustee pay increases as she requested. Discussion will be held outside the budget process.

Finance Director Mark Emanuelson summarized the changes made by the Board based on the decisions made during the meeting; \$10,000 less in tax levy.

4. Adjournment

A motion by Trustee Maher, seconded by Trustee Rozek, to adjourn at 9:10 p.m. Motion Carried 7-0.

Respectfully submitted,

M. Chris Swartz
Village Manager



MINUTES - SHOREWOOD BOARD OF TRUSTEES
Village Board Meeting
November 7, 2016

Draft

1. Call to Order
President Johnson called the meeting of the Village Board to order at 7:50 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, Trustee Paul Zovic.

Others Present: Village Attorney Nathan Bayer, Village Manager Chris Swartz, Assistant Village Manager Tyler Burkart
3. Statement of Public Notice
Assistant Village Manager Burkart stated that the meeting had been posted and noticed according to law.
4. Consent Agenda Items
 - a) Presentation of Accounts November 7, 2016
 - b) Disallowance of Claim – Stephen Vogel
 - c) Appointment to Elder Services Advisory Board – Katy Rollins, term expiration 2019Tr. Bockhorst moved, seconded by Tr. Maher to approve the consent agenda. Motion carried 7-0. Presentation of Accounts November 7, 2016 was pulled from the consent agenda.
5. Items removed from the Consent Agenda

Tr. Maher moved, seconded by Tr. Bockhorst to approve the Presentation of Accounts November 7, 2016. There was a question and discussion about a \$50,000 transfer for a façade grant. Tr. Amenta made a motion to amend the Presentation of Accounts November 7, 2016 to postpone the \$50,000 transfer to the BID until the November 21 meeting for further discussion and consideration. Tr. Rozek seconds the motion. Village Attorney Bayer provided a summary of the Village's role as it relates to authorizing façade grants in the BID. BID Director Jim Plaisted provided some background to the transfer and the specific façade grant submission. CDA member Peter Petrie and Finance Director Mark Emanuelson mentioned some potential procedural options relating to the Village, BID and TID #1. Amendment to motion approved 7-0. The amended motion was approved 7-0.
6. October 17, 2016 Village Board Minutes

Tr. Amenta moved, seconded by Tr. Bockhorst to approve the amended October 17, 2016 Village Board minutes. Motion carried 7-0.
7. Citizens to be heard

No citizens present to express concern or topic to the Village Board.

8. New Business

a. Community Development Authority

1. Consideration of Revisions to Village of Shorewood Business Loan Program

President Johnson provided a summary and some background introducing the CDA business items. CDA Chair Peter Hammond presented to the Village Board some of the major revisions made to the business loan program. The CDA recommended unanimously to move forward the revised versions of the business loan program to the Village Board. Trustees McKaig and Rozek expressed their gratitude towards the CDA and their involvement in revising the program.

Tr. Maher moved, seconded by Tr. Rozek to approve the revised Shorewood Business Loan Program. Motion carried 7-0.

2. Consideration of Revisions to the Village of Shorewood Façade Program

Mr. Hammond gave a brief summary outlining the changes proposed to the façade program. Once again, the CDA recommended unanimously to move forward the revised versions of the façade program to the Village Board. Mr. Hammond presented to the Board some of the limitations and maximum grants set in place for the program. There was some discussion about the steps involved in the application process and how the CDA will uphold the guidelines included in the revised version of the façade program. There was additional discussion about exclusions to the guidelines and steps involved in those particular circumstances, which Mr. Hammond mentioned is clarified in the revised façade program. Additional questions related to size of signs and records retention.

Tr. Maher recommended changing the language so that the line “records will be stored and accessible at Village Hall” struck. Tr. Amenta inquired about limitations to the grants if there is an exclusion to any of the guidelines. There was a comment that the façade grant program should be 12 months instead of 6 months (on page 8) so it matches the time span in the business loan program. Tr. Maher also mentioned that the (30) days on page 9 should be (90) days instead and language in section should be unstruck. In addition, language on page 10 under IV should be struck and following roman numerals should be adjusted based on this change. On page 4, the Board would like the language to reflect the CDA meeting minutes so that it is clearer. In addition, the Board would like to have the CDA add more specific language to application in Attachment D.

Tr. Bockhorst moved, seconded by Tr. McKaig to approve the revised Shorewood Façade Improvement Program. Tr. Bockhorst rescinded her original motion. Tr. Bockhorst moved, seconded by Tr. Zovic to approve the revised Shorewood Façade Improvement Program reflecting the edits made during discussion. Motion carried 7-0.

3. Consideration of MOU between the Village of Shorewood and the CDA

Mr. Hammond provided a brief summary of the MOU and that the CDA unanimously approved and recommended the MOU to the Village Board.

There was discussion on the Village Board's role once the CDA has obtained the transferred funds.

Tr. Maher moved, seconded by Tr. Bockhorst to approve the memorandum of understanding between the Village of Shorewood and the Community Development Authority of the Village of Shorewood to complete the transfer of \$838,500 from TID #1 to the CDA and uphold the included terms of the MOU. Motion carried 5-2. Yeas: Tr. Bockhorst, Tr. Maher, Tr. McKaig, Tr. Zovic, President Johnson. Nays: Tr. Amenta, Tr. Rozek

4. Consideration of the Business Loan Transfers

This topic was deferred to a future meeting.

b. Budget and Finance

1. Consideration of Resolution 2016-18 Approving the 2017 North Shore Fire Department Fees for Service Schedule

Tr. Maher mentioned the Budget and Finance Committee did not have time to review the item. This is a routine annual item that comes to the Village Board annually.

Tr. Maher moved, seconded by Tr. Bockhorst to approve the 2017 North Shore Fire Department Fees for service schedule. Motion carried 7-0. Ayes: Tr. Maher, Tr. Rozek, Tr. McKaig, Tr. Bockhorst, Tr. Zovic, Tr. Amenta, President Johnson. Nays: None.

c. Public Safety

1. Consideration of Ordinance to Amend the Residential Congested Commuter Area Parking District

Tr. Rozek summarized this item, defining parking permit districts and residential congested commuter areas. The Public Safety committee determined to consider turning the designated area in the residential commuter area district and create ordinance for the next Village Board meeting on November 21.

2. Consideration of amending electrical code to comply with State law changes

Tr. Rozek introduced this item to the Village Board. Village staff is recommending changing the ordinance to meet State law changes. These changes will be brought to the November 21 meeting.

d. Public Works

1. Consideration of Village Entrance Sign Proposals

Tr. Amenta mentioned the Public Works committee deferred this topic for the committee to discuss at a later date. Tr. Amenta mentioned there needs to be more discussion on timing of the signs especially as it relates to Wilson Drive, the overall design and the role of a past ad hoc

committee or potentially the Design Review Board on the sign guidelines and specifications.

2. Consideration of special privilege application for installing a drop off box for proposed business, The Sharp Brothers, at 1522 E. Capitol Drive

Tr. Amenta mentioned the new business is proposing to have a drop box for residents to have knives and other objects to be sharpened. The property owners want to make improvements to the property with their own funds.

Tr. Amenta moved, seconded by Tr. McKaig to approve the special privilege application for installing a drop box within the public way at commercial property 1522 E. Capitol Drive. Motion carried 7-0.

3. Consideration of 2017 Alley Reconstruction Program

Tr. Amenta summarized the discussion on the 2017 alley reconstruction program and the Village's potential options for addressing poor conditioned alleys. There was a question about when the Village Board should discuss alternatives to fund an additional \$250,000 for added alley projects starting in 2017 prior to the adoption of the budget and also considering the action taken earlier on alleys this year. The Public Works committee concluded for staff to pursue a program at \$500,000 and propose funding alternatives for the program if funded at that level. Resident Steve Kavalauskas mentioned his support for a progressive alley reconstruction program that funds the reconstruction of multiple alleys. There was some discussion on the impacts of adding the cost onto the Village levy or if funded through General Fund reserves. President Johnson mentioned the idea of approving engineering services for all 4 engineering services but reconstructing 2 of the 4 alleys for 2017. Village Manager Chris Swartz asked the Board if DPW can start receiving information for engineering costs for alleys.

Tr. Amenta moved, seconded by Tr. Zovic to approve 2017 program at \$500,000 funding level reconstructing alleys A, B and D. The 2017 Village Budget would include \$250,000 in alley funding with an additional \$250,000 to be determined by Village staff. Tr. Amenta withdrew her motion. Tr. Maher moved, seconded by Tr. McKaig to move forward with securing cost estimates for engineering services for all four alley reconstruction projects. Motion carried 6-1. Yeas: Tr. Amenta, Tr. Bockhorst, Tr. Maher, Tr. McKaig, Tr. Zovic, President Johnson. Nays: Tr. Rozek.

Village staff will provide some additional recommendations in regards to the alley reconstruction program at the November 14 meeting.

4. Discussion of Refuse and Recycling Collection Options

Department of Public Works Director Leeann Butschlick provided a summary on the refuse and recycling collection options to the Village Board. Staff is recommending the Village Board to continue its discussion to determine the preferred collections service level. These

services need to be determined by January at the latest. Tr. Amenta recommended staff getting proposals for enhanced alley service (defined as karts only; refuse and recycling are collected from the alley if one exists; no items outside the karts) along with weekly and biweekly costs for recycling and hauling collection services. The Village Board confirmed this as a direction for staff to proceed.

9. Reports of Village Officials
 - a. Village President
No report.
 - b. Village Trustees
President Johnson as well as Trustees Bockhorst and Rozek attended the League of Wisconsin Municipalities conference. There was a great session on priority budgeting. Tr. Maher mentioned the yard clean-up was last weekend and went very well.
 - c. Village Manager
There will be a PSC hearing for the rate increase on November 15 at 10 a.m. in the Committee Room. Mr. Emanuelson will be providing a summary to the Village Board. Mr. Swartz also reminded the Board that he sent the items of future consideration spreadsheet to the Village Board. The CDA requests to have a copy of the spreadsheet so they can implement something similar.
10. Items for Future Consideration
Tr. Rozek requests overnight parking and CDA research on programs that financially assist elderly residents on affordability and improvements on homes.
11. Adjournment
Tr. Bockhorst moved, seconded by Tr. Maher to adjourn at 10:47 p.m. Motion carried 7-0.

Respectfully submitted,

Tyler Burkart
Assistant Village Manager



MINUTES - SHOREWOOD BOARD OF TRUSTEES
Village Board Meeting
November 14, 2016

Draft

1. Call to Order
President Johnson called the meeting of the Village Board to order at 6:35 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, Trustee Paul Zovic.

Others Present: Village Attorney Nathan Bayer, Village Manager Chris Swartz, Assistant Village Manager Tyler Burkart, Village Clerk-Treasurer Tanya O'Malley, Director of Public Works Leeann Butschlick, Assistant Director of Public Works Joel Kolste, Finance Director Mark Emanuelson, Planning and Development Director Ericka Lang, Library Director Rachel Collins

3. Public Hearing: Proposed Village of Shorewood 2017 Budget
 - a) Staff Presentation
Finance Director Emanuelson provided an overview of the 2017 Budget.
 - b) Citizens to be heard/public comment
President Johnson opened the public hearing at 6:57 p.m.

No members of the public were present.

President Johnson closed the public hearing at 6:57 p.m.

4. New Business – Budget and Finance
 - a) Consider Approval of Resolution 2016-19 for the Shorewood Business Improvement District 2017 Operating Plan and the 2016 Special Assessment Levy
Jim Plaisted, Shorewood BID Executive Director, and Becky Reinhart, Shorewood BID Treasurer, were present to provide information and answer questions.

Tr. Maher moved, seconded by Tr. Zovic to adopt Resolution 2016-19 for the Shorewood Business Improvement District 2017 Operating Plan and the 2016 Special Assessment Levy. Motion carried by roll call vote 7 – 0.
 - b) Discussion on Review of 2017 Village of Shorewood Budget Proposal
 - c) Consider Approval of Resolution 2016-20 Adopting the 2017 Budget and authorizing the 2016 General Property Tax Levy against all taxable property in the Village of Shorewood
Items 4.b) and 4.c) were taken up together.

Tr. Maher moved, seconded by Tr. McKaig to adopt Resolution 2016-20 Adopting the 2017 Budget and authorizing the 2016 General Property Tax Levy against all taxable property in the Village of Shorewood.

Tr. Rozek moved, seconded by Tr. Amenta to amend the motion to add \$4,250 to

the Capital Budget from the Capital Reserves for the funding of video recording equipment for Board or other meetings. Motion carried 7 – 0.

Tr. Amenta moved, seconded by Tr. Rozek to amend the motion to transfer \$70,000 from General Fund Reserves to the Capital Projects Fund for the purpose of alley reconstruction in 2017. With Trustees Bockhorst, Maher, McKaig, Zovic, and President Johnson voting nay, the motion failed 2 – 5.

With Trustees Rozek and Amenta voting nay, the main motion as amended carried by roll call vote 5 – 2.

- d) Consider Approval of Resolution 2016-21 Authorizing a Special Charge to be levied for Delinquent Water and Sewer Bills
Tr. Maher moved, seconded by Tr. Zovic to adopt Resolution 2016-21 Authorizing a Special Charge to be levied for Delinquent Water and Sewer Bills. Motion carried by roll call vote 7 – 0.
- e) Consider Approval of Resolution 2016-22 Authorizing a Special Charge to be levied for Delinquent Grass Cutting Bills
Tr. Maher moved, seconded by Tr. Zovic to adopt Resolution 2016-22 Authorizing a Special Charge to be levied for Delinquent Grass Cutting Bills. Motion carried by roll call vote 7 – 0.
- f) Consider Approval of Resolution 2016-23 Authorizing a Special Charge to be levied for Delinquent Special Refuse Collections and Disposals
Tr. Maher moved, seconded by Tr. Zovic to adopt Resolution 2016-23 Authorizing a Special Charge to be levied for Delinquent Special Refuse Collections and Disposals. Motion carried by roll call vote 7 – 0.
- g) Consider Approval of Resolution 2016-24 Authorizing a Special Charge to be levied for Delinquent Snow Removal Fees
Tr. Maher moved, seconded by Tr. Zovic to adopt Resolution 2016-24 Authorizing a Special Charge to be levied for Delinquent Snow Removal Fees. Motion carried by roll call vote 7 – 0.
- h) Consider Approval of Resolution 2016-25 Authorizing a Special Charge to be levied for Delinquent Re-Inspection Charges
Tr. Maher moved, seconded by Tr. Zovic to adopt Resolution 2016-25 Authorizing a Special Charge to be levied for Delinquent Re-Inspection Charges. Motion carried by roll call vote 7 – 0.
- i) Consider Approval of Resolution 2016-26 Authorizing a Special Charge to be levied for Delinquent Private Alarm Charge
Tr. Maher moved, seconded by Tr. Zovic to adopt Resolution 2016-26 Authorizing a Special Charge to be levied for Delinquent Private Alarm Charge. With Trustee Rozek voting nay, the motion carried by roll call vote 6-1.
- j) Consider Approval of Resolution 2016-27 Authorizing a Special Tax for the Cost of Replacement of Sidewalks, Carriage Walks, Driveway Approaches, Streets, and Alleys to be levied against each Lot Affected for the year 2015 that was deferred until 2016 in accordance with the terms of the special assessments for such work
Tr. Maher moved, seconded by Tr. Zovic to adopt Resolution 2016-27

Authorizing a Special Tax for the Cost of Replacement of Sidewalks, Carriage Walks, Driveway Approaches, Streets, and Alleys to be levied against each Lot Affected for the year 2015. Motion carried by roll call vote 7 – 0.

5. Adjournment

Tr. Bockhorst moved, seconded by Tr. Zovic to adjourn at 8:07 p.m. Motion carried 7 – 0.

Respectfully submitted,

Tanya O'Malley, WCPC
Village Clerk-Treasurer

MEMORANDUM

November 15, 2016

To: Village Board of Trustees
Cc: Village Attorney Nathan Bayer
Village Manager Chris Swartz

From: Planning Director Ericka Lang

RE: River District proposed zoning amendment



Background

The River District is an area in Shorewood consisting of parcels located along the Milwaukee River, immediately south of Capitol Drive. There are five parcels identified in this area, shown in **Exhibit's A and B**. See **Exhibit F** for an oblique aerial of the district.

In 2008 Shorewood adopted a Shoreland Ordinance (§535-9H) prohibiting development west of the bluff line to the Milwaukee River's shoreline. With the new developments in this district, both developers dedicated the bluff portion to the Village, shown in **Exhibit's A and B** Parcel #2 and Parcel #3. Before these developments, all the parcels in the River District were zoned B-4 for multifamily or for a planned development district.

Earlier this year Milwaukee County requested (**EXH E**) Shorewood rezone the small triangle parcel that they own in the River District to P-3, Parks Preservation District (**EXH A** Parcel #1). Now that the Village owns the bluff parcels, all of the bluff parcels are being recommended for rezoning to P-3.

Analysis

Exhibits C and D are zoning maps of the River District. **Exhibit C** shows the existing zoning and **Exhibit D** shows the proposed zoning amendments.

Referring to map **Exhibit C**, it shows the existing zoning for Parcels #1, #2 and #3, which are the parcels that you are considering amending. The zoning and descriptions for these three parcels are:

Zoning and Parcel Description

- **Parcel 1:** Tax ID 274-9000-000 is a small triangular parcel owned by Milwaukee County
 - Currently zoned B-4 River District, allowing multifamily uses or encouraging Planned Development District.

- **Parcel 2:** Tax ID 275-8993-003 is the river bluff land parallel to Harbor Chase
 - Currently zoned Planned Development District (PDD). The HRA parcels were previously zoned B-4 but were amended for the redevelopment. Planned Development District is a district that adopts the proposed projects zoning for any bulk and uses proposed. For example, if the building is set back 18 feet from the front border, then the front set back will be 18 feet.

-
- **Parcel 3:** Tax ID 275-8991-002 is the river bluff land recently dedicated by Sherman & Associates, parallel with the back River District parcel.
 - Currently zoned B-4 River District, allowing multifamily uses or encouraging PDD.

The proposed amendment is to change the zoning of these three parcels to P-3 Parks Preservation as shown in **Exhibit D**. Per Zoning Section 535-20B, the P-3 District is to preserve the zone for scenic, scientific, historic and recreational uses and encourage the preservation of undeveloped areas along the Milwaukee River. Zoning Code sections are shown in **Exhibit H**.

Plan Commission Recommendation

On October 25, 2016 the Plan Commission motioned to “recommend to the Village Board to rezone the three parcels along the Milwaukee River as presented in the materials dated October 25, 2016”. Vote was unanimous to recommend the amendments.

Staff Request

Staff also recommends zoning amendments for Parcels 1, 2 and 3 to P-3 Parks Preservation District.

Per Zoning Chapter 535, Article 4 Changes and Amendments, Village-initiated zoning amendments go to the Plan Commission for review and recommendation to the Village Board who holds a public hearing. The zoning map and zoning code is amended and approved at the same time. See **Exhibit I** Class II notice for the Village Board public hearing.

Suggested Motion

Move to approve Ordinance # 2066 to rezone properties in the B-4 River District to P-3 Parks Preservation District and amend the Village of Shorewood Zoning Map, as presented in the provided materials.

ORDINANCE NO: 2066

AN ORDINANCE TO REZONE PARCELS CURRENTLY LOCATED IN THE B-4 RIVER DISTRICT AND PDD PLANNED DEVELOPMENT DISTRICT TO THE P-3 PARKS PRESERVATION DISTRICT

At a regular meeting of the Village Board of the Village of Shorewood, Milwaukee County, Wisconsin, held on the 21st day of November, 2016, a quorum being present and a majority of the Board voting therefore, said Board finds:

WHEREAS, the Village of Shorewood previously adopted a “B-4 River District Riparian Restoration and Trail Plan” for the purpose of improving and expanding upon its green spaces extending along the Milwaukee River from Hubbard Park to East Capitol Drive;

WHEREAS, two separate parcels of land were dedicated to the Village of Shorewood along the Milwaukee River bluff between Hubbard park and East Capitol Drive as part of two private redevelopment projects, with the first parcel currently zoned B-4 “River District”, and the second parcel currently zoned PDD “Planned Development District”;

WHEREAS, rezoning both of these newly dedicated parcels as P-3 “Parks Preservation District” would meet the objectives of the Village’s “B-4 River District Riparian Restoration and Trail Plan,” as well as the Milwaukee River Greenway Coalition’s vision of a linear urban greenspace along the Milwaukee River from North Avenue in the City of Milwaukee to Silver Spring Drive;

WHEREAS, Milwaukee County also possesses a parcel of land located along the Milwaukee River immediately south of East Capitol Drive, and this parcel is currently zoned B-4 “River District”;

WHEREAS, Milwaukee County reviewed the zoning of its parcel along the Milwaukee River immediately south of East Capitol Drive and requested in a letter to the Village of Shorewood, dated February 29, 2016 that it be rezoned to P-3 “Parks Preservation District”;

WHEREAS, at a meeting held on October 25, 2016, the Village of Shorewood Plan Commission unanimously recommended amending the zoning of all above referenced parcels to P-3 “Park Preservation District”; and

WHEREAS, upon notice and after public hearing on November 21, 2016, duly held before the Village Board of the Village of Shorewood, it is hereby determined that the general health, safety, and welfare will be promoted and preserved by amending the zoning code and the Zoning Map as here and after described.

NOW THEREFORE, at a regular meeting of the Village Board of the Village of Shorewood, Milwaukee County, Wisconsin, held on the 21st day of November 2016, a quorum being present and a majority of the Board voting therefore, said Board does ordain as follows:

SECTION 1

That the property currently zoned B-4 River District, described as a Milwaukee County owned parcel bounded by 1111 E. Capitol Drive to the east, E. Capitol Drive (SHWY 190) to the north and the Milwaukee River to the west. Legal description NW Quarter Section 9 Township 7 Range 22 E. that part of NW Quarter Section 9 Township 7 Range 22 E. Lying Nely of Milwaukee River in the Village of Shorewood, Milwaukee County, Wisconsin, is hereby zoned P-3 Park Preservation District, as the same as defined in Sec 535-20 B of the general ordinances of the Village of Shorewood. (Tax ID 274-9000-000.)

SECTION 2

That the property currently zoned Planned Development District, described as Lot 2 per Certified Survey Map No. 8690, bordered by the Milwaukee River to the west and Lot 1 to the east, being part of the NW Quarter Section 9 Township 7 Range 22 E, in the Village of Shorewood, Milwaukee County, Wisconsin, is hereby zoned to P-3 Park Preservation District, as defined in Sec 535-20 B of the general ordinances of the Village of Shorewood. (Tax ID 275-8993-003.)

SECTION 3

That the property currently zoned B-4 River District, described as Lot 2 per Certified Survey Map No. 8824, bordered by the Milwaukee River to the west and Lot 1 to the east and being part of the NW Quarter Section 9 Township 7 Range 22 E, in the Village of Shorewood, Milwaukee County, Wisconsin, is hereby zoned to P-3 Park Preservation District, as defined in Sec 535-20 B of the general ordinances of the Village of Shorewood. (Tax ID 275-8991.)

SECTION 4

That the official zoning map of the Village of Shorewood as described in Sec 535-18 of general ordinances of the Village of Shorewood be amended to reflect the zoning changes to the parcels described above.

SECTION 5

That if any subsection, section or portions of this ordinance or the application thereof to any persons as enacted hereunder is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof and the validity of the ordinance in all other respects shall not be affected thereby.

SECTION 6

That all ordinances or parts of ordinances conflicting with the provisions of this ordinance are hereby to such extent repealed.

SECTION 7

That this ordinance shall take effect and be in force from and after its passage and posting.

PASSED AND ADOPTED by the Village Board of the Village of Shorewood, Milwaukee, County, Wisconsin, this 21st day of November, 2016.

Guy Johnson, Village President

Countersigned:

Tanya O'Malley, Village Clerk WCPC

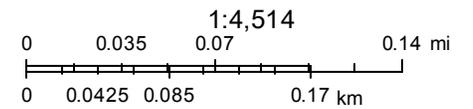
EXHIBIT B

Aerial of River District Parcels, Shorewood



November 14, 2016

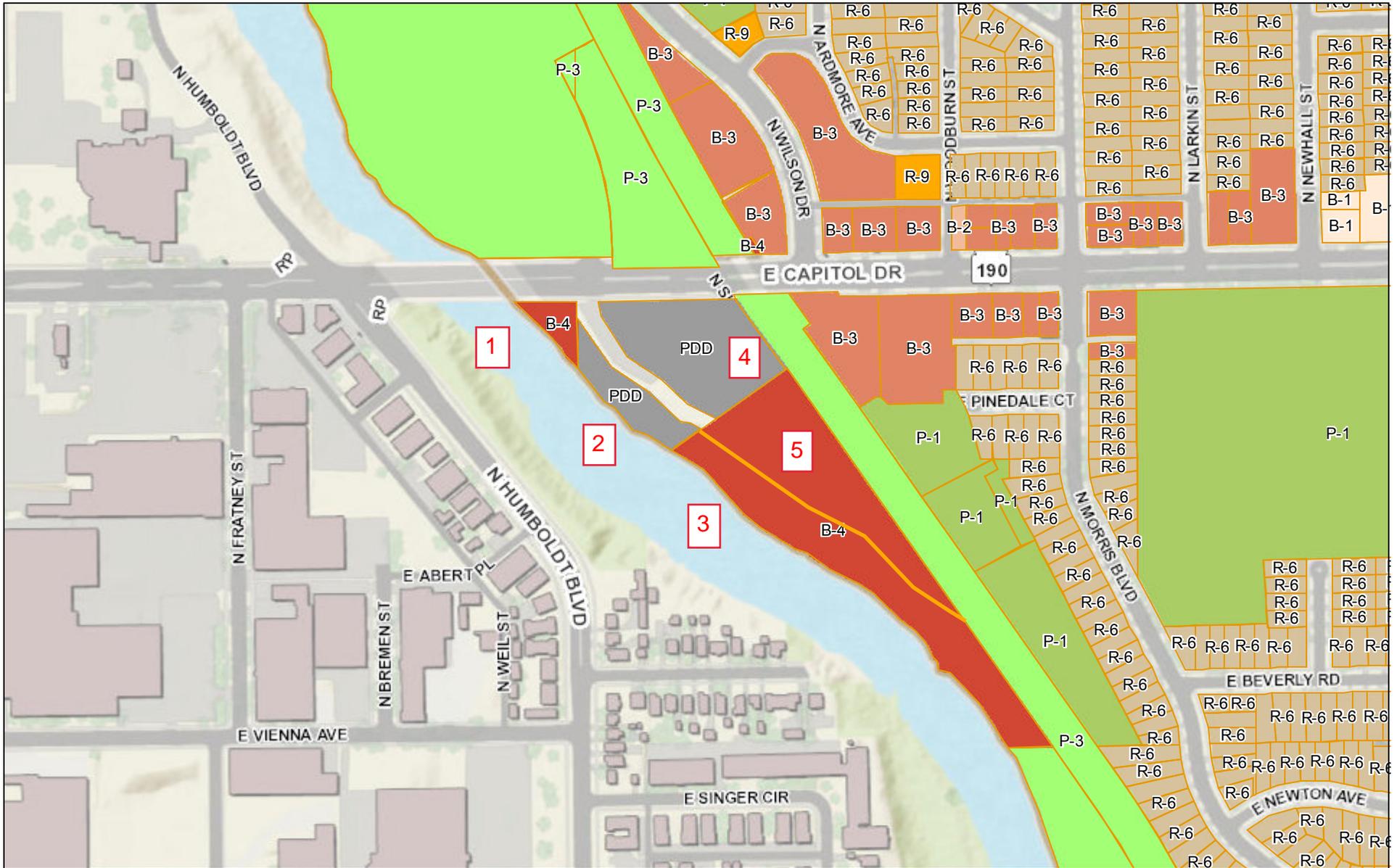
-  Parcels
-  Streets



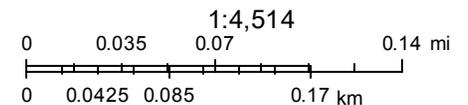
Milwaukee County Land Information Office

EXHIBIT C

Existing Zoning Map Shorewood, River District



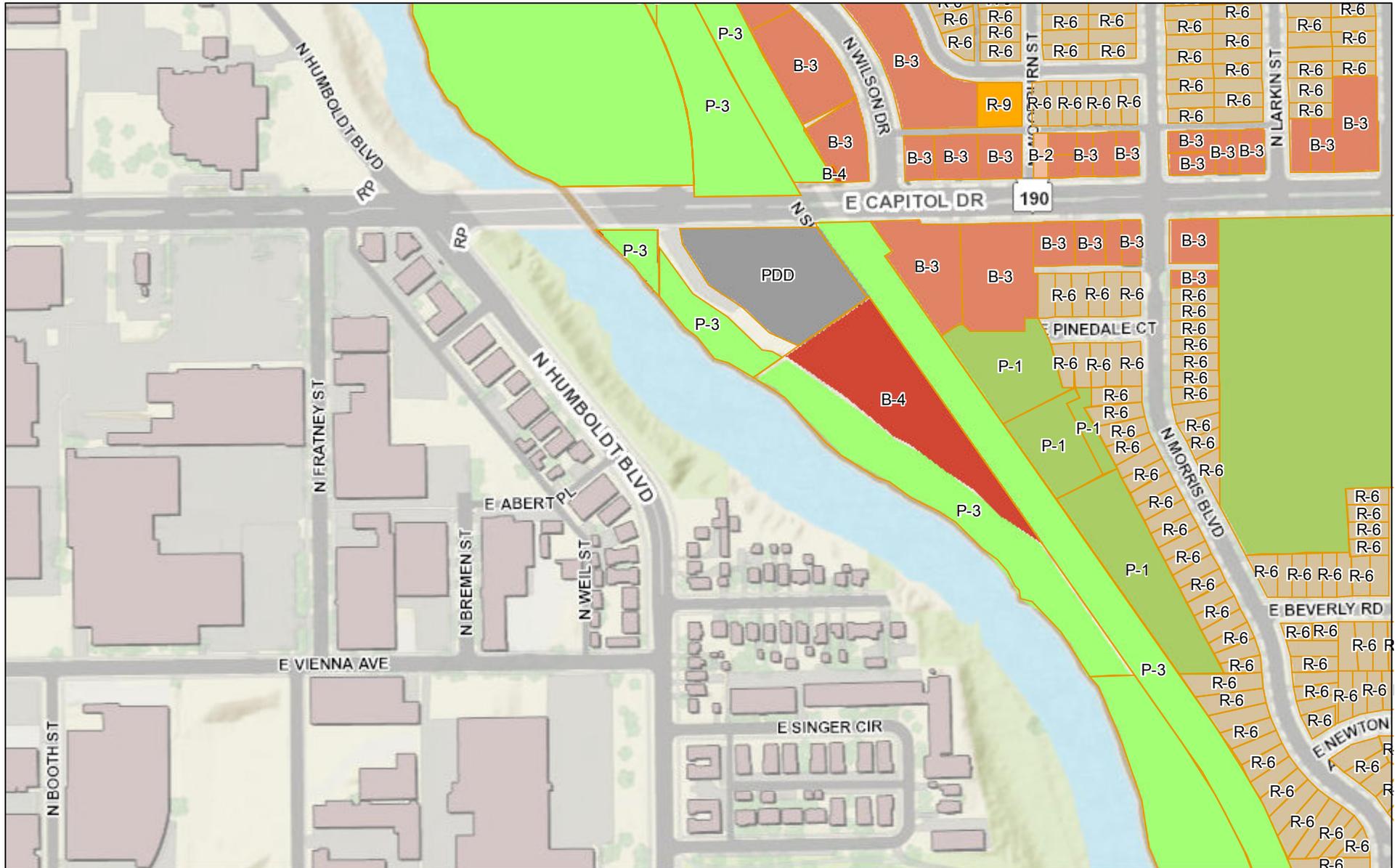
November 14, 2016



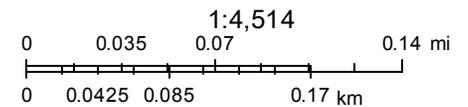
Milwaukee County Land Information Office

EXHIBIT D

Amended Zoning Map- Shorewood, November 21, 2016



November 14, 2016



Milwaukee County Land Information Office

EXHIBIT E



OFFICE OF THE COUNTY EXECUTIVE
Milwaukee County
CHRIS ABELE • COUNTY EXECUTIVE

February 29, 2016

Village President Guy Johnson
Village of Shorewood
3930 N. Murray Ave.
Shorewood, WI 53211

President Johnson,

Milwaukee County has undergone an extensive review of the zoning of its properties. The first review was of Milwaukee County Parks and was completed on January 25, 2016. That review determined that any Milwaukee County Park in your community was already appropriately zoned.

Our staff has completed the second phase of its review and has reviewed the remaining inventory of land that is owned by Milwaukee County and maintained by our Department of Parks, Recreation and Culture. This list of parcels includes land that is used for parkways, trails and environmental management.

After reviewing this list, and your community's zoning code, we believe it is appropriate to have these parcels rezoned. Consequently, Milwaukee County formally requests that the attached parcels be rezoned as P-3.

Our staff is happy to submit any follow up materials necessary to complete the rezoning. If you have any questions, please do not hesitate to contact Teig Whaley-Smith, Director, Department of Administrative Services at 414-278-4808, teig.whaley-smith@milwaukeecountywi.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Abele".

Chris Abele
Milwaukee County Executive

Attachment

Parcel # **Parcel is Adjacent to or Part of the Following Parkway:**
2749000000 Milwaukee River Parkway

Change to P-3

River District WEST VIEW



EXHIBIT G- Milwaukee County Parcel, at Capitol Dr, south side



EXHIBIT H

Village of Shorewood, WI
Wednesday, October 19, 2016

Chapter 535. Zoning

Article IV. Zoning Districts

§ 535-20. Public and semipublic districts.

- A. P-1 School, Church and Public Building District. The P-1 District is comprised mainly of long-standing public and semipublic buildings in areas throughout the Village. Beyond municipal buildings and public schools, additional permitted uses include private schools, churches and accessory buildings, and facilities devoted to public recreational purposes.
- (1) Principal use: public and private schools, including accessory uses and buildings; children's nurseries; churches and accessory rectories; and municipal buildings and facilities, including those devoted to recreational purposes.
 - (2) Conditional uses: see Article V.
 - (3) Building:
 - (a) Area, maximum: 30% of lot coverage.
 - (b) Height, maximum: 50 feet.
 - (4) Setback:
 - (a) Front, minimum: 25 feet.
 - (b) Rear, minimum: 15 feet.
 - (c) Side:
 - [1] Interior, minimum: 10 feet.
 - [2] Street side, minimum: 15 feet.^[1]
 - [1] *Editor's Note: Original § 8-304D(2), P-2 Hospital Zone District, which immediately followed this subsection, was repealed 6-5-2006 by Ord. No. 1911.*
- B. **P-3 Park Preservation District.** The aim of the P-3 District is to preserve this zone for scenic, scientific, historic and recreational uses in this zone and to encourage the preservation of undeveloped areas along the Milwaukee River and Lake Michigan.
- (1) Principal use: preserve for scenic, historic, scientific and recreational uses.
 - (2) Lot:

- (a) Width: no minimum.
- (b) Area: no minimum.
- (3) Building:
 - (a) Area: no minimum.
 - (b) Height, maximum: 30 feet.
- (4) Setback:
 - (a) Front, minimum: 15 feet from all lot lines.
 - (b) Rear, minimum: 15 feet from all lot lines.
 - (c) Side, minimum: 15 feet from all lot lines.

§ 535-21. Commercial, mixed-use and river districts.

[Amended 2-21-1994 by Ord. No. 1678; 6-5-2006 by Ord. No. 1911; 10-23-2006 by Ord. No. 1917]

A. B-1 Commercial Use District. The B-1 Commercial Use District is intended to provide the Village with a mix of retail, service, restaurant, office, and residential uses in a pedestrian-friendly, active shopping environment. Building massing, scale and appearance and the general character of this district should be oriented toward a "small town," "Main Street," pedestrian character. To encourage further retail development within the district, especially in the core blocks extending from the Capitol and Oakland intersection, first-floor commercial is required.

- (1) Permitted uses.
 - (a) Principal use:
 - [1] Commercial use only on first floor (ground level).
 - [2] Commercial use or apartment use above first floor.
 - [3] Selling and storing only within the premises (within the building).
 - (b) The following uses are permitted provided that they shall be retail establishments and primarily selling and storing new merchandise, and except that the sale or display of firearms or ammunition suitable for use in a firearm is prohibited:

Permitted Retail Uses

Appliance stores
 Bakeries employing not over 7 employees
 Candy and ice cream shops
 China, glassware and crockery stores
 Clothing stores
 Delicatessens
 Department stores
 Drugstores
 Electronics stores

- (a) Front: build-to line of 15 feet from the street curblin, unless the lot line is at a distance greater than 15 feet from the curblin, then the build-to line shall be the lot line.
[Amended 2-25-2008 by Ord. No. 1935]
- (b) Rear: minimum of 5 feet from rear lot line or alley; except that where the rear lot line is adjacent to a residential district, the setback is 10 feet. The Plan Commission may grant a special exception from the rear setback for underground parking garage entrances, not to exceed 15 feet in height, pursuant to the provisions of § **535-51**; except that, in lieu of the criteria in § **535-51B**, the Plan Commission shall consider the following criteria in an application for a special exception from the rear setback for an underground parking garage entrance:
[Amended 6-16-2008 by Ord. No. 1939]
- [1] Safety concerns related to vehicular traffic.
 - [2] Distance of the entrance relative to the other property lines.
 - [3] Aesthetics of the entrance.
 - [4] Such other matters as the Plan Commission deems relevant and material.
- (c) Side:
- [1] Zero, unless applicable Building Code requirements for dwelling units require a greater distance, and except that it shall be 10 feet for a lot that borders a single- or two-family residential district.
 - [2] Corner lots: a build-to line of 20 feet from the street curblin, except that the side yard setback on corner lots shall be reviewed by the Plan Commission to determine whether a twenty-foot build-to line or another corner lot side yard build-to line is appropriate due to parking considerations and the layout of the intersection.
[Amended 2-25-2008 by Ord. No. 1935]
- (7) Design guidelines. Central District Design Guidelines (see Subsection **G**) shall apply to construction of new buildings, the structural alteration of or additions to existing building and any substantial modifications to the exterior of any buildings in this district.
- D. **B-4 River District.** The B-4 River District is intended to be a multifamily residential district. However, the Village also seeks to encourage a high-quality planned development that incorporates views of the Milwaukee River and a sensitive design approach toward the natural features of the river corridor. These Village objectives can be implemented by means of a Planned Development District (§ **535-22**). In the absence of a Planned Development District, the provisions of this subsection are applicable. No lots in the B-4 District may be divided or subdivided unless the property is rezoned Planned Development District.
- (1) To promote coordination and connectivity between land uses, development sites, and buildings, an area plan should be submitted to the Village in addition to the specific site plan that is being proposed for actual development. This area plan should be a diagram that indicates the following general features on land surrounding the subject development site:

- (a) Existing land uses.
 - (b) Potential land uses.
 - (c) Existing densities.
 - (d) Potential densities.
 - (e) Major easements (existing and proposed).
 - (f) Parks and open space.
 - (g) Regional/Village trails and greenways.
 - (h) Broad floodplains and large wetlands.
 - (i) Bluffline.
 - (j) Large water features (lakes, creeks, ponds and rivers).
 - (k) Proposed site plan.
- (2) Site plans should maintain or enhance a green, wooded appearance from the Milwaukee River, with lower building heights nearer to the river and taller building heights away from the river and nearer the Oak Leaf Trail. Access points, driveways, and streets should be planned for the entire River District so that they are consolidated and shared with all properties within the district. Such points, driveways, and streets shall be indicated on both the area plan and site plan and coordinated between sites. Parking shall be predominately underground or within a structure. At a minimum, 20% of the buildable area (i.e., not including setback area) shall be maintained as landscaped green space.
- (3) Permitted uses: multifamily residential dwellings with at least two floors.
- (4) Uses prohibited: one- and two-family dwellings.
- (5) Conditional uses: no conditional uses except as authorized by the Plan Commission; see § **535-10B** and Article **V**.
- (6) Building:
- (a) Height: see Subsection **F**, Building height overlay, of this section.
 - (b) Area: no minimum.
- (7) Lot:
- (a) Width, minimum: 40 feet.
 - (b) Area, minimum: 4,500 square feet.
- (8) Setback:
- (a) Front, minimum: 15 feet.
[Amended 2-25-2008 by Ord. No. 1935]
 - (b) River and/or bluffline: per § **535-9H(8)**.
 - (c) Oak Leaf Trail (right-of-way) minimum: five feet.
 - (d) Property line minimum: 15 feet.

EXHIBIT I



Notice of Public Hearing Village Board of Trustees Village of Shorewood, WI

PLEASE TAKE NOTICE that a Public Hearing of the Shorewood Board of Trustees will be held on **Monday November 21, 2016** at 7:30 P.M., in the Village Hall Court Room, 3930 N. Murray Avenue, Shorewood, WI 53211, at which time the following matter(s) will be considered:

1. Consideration of recommendation by the Plan Commission to amend the zoning for parcels:
 - a) Amend from B-4 Multifamily to P-3 Park Preservation, a Milwaukee County owned parcel bounded by 1111 E. Capitol Drive to the east, E. Capitol Drive to the north and the Milwaukee River to the west. Legal description NW $\frac{1}{4}$ Section 9-7-22 E. that part of NW $\frac{1}{4}$ Section 9-7-22 E. Lying Nely of Milwaukee River in the Village of Shorewood, Milwaukee County, Wisconsin. Tax ID 274-9000-000.
 - b) Amend from Planned Development District to P-3 Park Preservation for Lot 2 per Certified Survey Map No. 8690, bordered by the Milwaukee River to the west and Lot 1 to the east, being part of the NW $\frac{1}{4}$ 9-7-22 E, in the Village of Shorewood, Milwaukee County, Wisconsin. Tax ID 275-8993-003.
 - c) Amend from B-4 Multifamily to P-3 Park Preservation for Lot 2 per Certified Survey Map No. 8824, bordered by the Milwaukee River to the west and Lot 1 to the east and being part of the NW $\frac{1}{4}$ 9-7-22 E, in the Village of Shorewood, Milwaukee County, Wisconsin. Tax ID 275-8991.

The proposed zoning map is on file at Shorewood Village Hall, 3930 N. Murray Avenue, Shorewood.

Dated at Shorewood, Wisconsin, the 26th day of October, 2016

Village of Shorewood
Tanya O'Malley, WCPC
Village Clerk

Publish: November 3, 2016
November 10, 2016

VILLAGE OF SHOREWOOD POLICE DEPARTMENT

MEMORANDUM



To: Public Safety Committee
From: Peter A. Nimmer, Chief of Police
Date: November 21, 2016
Re: Residential Daytime Parking Permit Districts

Background:

It should be noted that this is an updated memo to my original memo dated October 31, 2016. This updated memo accounts for the changes in available parking spaces on each of the streets and includes an updated ordinance based upon the recommendations at the November 7, 2016 Public Safety Committee meeting.

In early September of 2015, the Shorewood Police Department and Village Hall were approached by residents in the 4100 block of North Prospect Avenue regarding the congested parking on their street during the week. The residents indicated to the department that they believed most of the vehicles parked on the street were faculty and students from UWM taking advantage of the parking unrestricted parking regulations on their street.

Village Manager Chris Swartz requested the police department to conduct a count of the vehicles parked on Prospect, Stowell, and Downer north of Capitol to Jarvis. The police department conducted those counts on October 2, 2015 and October 5, 2015.

In order to conduct the vehicle count to compare to the available spaces on each of the streets, the police department used the Village's GIS program. First, the police department looked at the total length in feet of each of the streets from Capitol to Jarvis which was approximately 809 feet. We then accounted for driveways, the required 4ft from each side of the driveways on each of the streets. Based upon the above information and considerations Prospect had 507 feet of available parking, Stowell had 486 feet of available parking, and Downer had 799 feet of available parking. We then used 20 feet for the length of a vehicle and estimated the number of available parking spaces on each of the streets. Prospect has 23 available, Stowell has 22 available, and Downer has 38 available parking spots. ****It should be noted the numbers above were updated since the last memo dated October 31, 2016 to reflect a more accurate number of the available parking spots on each of the streets which has changed the percentages as well.

The October 2, 2015 count revealed the following:

STREET	# of available spaces	*10 AM	*2 PM	% of available parking occupied	
				10 AM	2PM
Prospect	23	17	12	74%	52%
Stowell	22	10	10	45%	45%
Downer	38	25	20	66%	52%

*Represents number of vehicles parked and counted at each time of the day

Again, October 5, 2015 the police department conducted a vehicle count. In addition to counting the vehicles the police department wrote down each and every plate number to determine if they were residents or commuters. It should be noted that of the 80 vehicles parked on the three streets only 5 or 8% listed to a Shorewood residence. We concede that maybe someone did not have their current address listed on their license plates but we used the information available at the time.

Below are the results of the October 5, 2015 vehicle count:

STREET	# of available spaces	*10 AM	% occupied	# of Residents
Prospect	23	19	82%	1
Stowell	22	11	50%	2
Downer	38	30	78%	2

*Represents number of vehicles parked and counted at each time of the day

At the October 5, 2015 Shorewood Village Board Meeting, Andrew Rothrock of 4024 North Prospect Avenue spoke to the Village Board regarding his concerns of the congested parking on his street as well as the other streets north of Capitol.

At the February 1, 2016 Public Safety Committee this item was discussed along with the results of the October vehicle counts. Public Safety Committee at that time gave direction to staff to survey the residents in the area regarding this issue.

Following the February 1, 2016 meeting, the Village conducted a survey of the residents in the area by sending several letters indicating the Village was considering expanding the Residential Congested Commuter Area north of Capitol on Prospect, Stowell, and Downer.

The Village sent letters to residents in April and June informing them of the possible ordinance change along with an opportunity to give their input at two meetings held by the Village staff. In August, a letter was sent indicating that only Downer would be considered for the. Following the August letter, a petition was signed by residents Prospect indicating their desire to be included in ordinance change. The Village held three open meetings, two for residents and one for the businesses regarding this topic.

This topic was discussed at multiple Public Safety Committees for discussion in 2016. At the September Public Safety Committee several residents came to the meeting to indicate their support for this ordinance change.

Following the October 17, 2016 Public Safety Committee meeting the police department again was asked to conduct a vehicle count by the Village Manager. The police department conducted the vehicle counts on 6 different days. On two of the days the department recorded every plate number to determine whether or not the vehicle was registered to a Shorewood address.

Below are the results of the vehicle counts.

October 19, 2016 *Represents number of vehicles parked and counted at each time of the ay

STREET	# of available spaces	*10 AM	*2 PM	% of available parking occupied	
				9 AM	2PM
Prospect	23		15	65%	
Stowell	22		12	55%	
Downer	38		26	68%	

October 20, 2016

STREET	# of available spaces	*10 AM	*2 PM	% of available parking occupied	
				9 AM	2PM
Prospect	23	13	14	56%	60%
Stowell	22	10	16	45%	72%
Downer	38	13	25	34%	66%

October 21, 2016

STREET	# of available spaces	*10 AM	*2 PM	% of available parking occupied	
				9 AM	2PM
Prospect	23	11	9	48%	39%
Stowell	22	9	12	40%	55%
Downer	38	12	11	32%	29%

October 24, 2016 (#) of residents based upon plate numbers

STREET	# of available spaces	*10 AM	*2 PM	% of available parking occupied	
				9 AM	2PM
Prospect	23	9 (4)	14 (4)	39%	60%
Stowell	22	11 (2)	16 (5)	50%	72%
Downer	38	18 (5)	23 (6)	47%	60%

October 25, 2016

STREET	# of available spaces	*10 AM	*2 PM	% of available parking occupied	
				9 AM	2PM
Prospect	23	12	15	52%	65%
Stowell	22	7	7	31%	31%
Downer	38	11	24	29%	63%

October 26, 2016 (#) of residents based upon plate numbers

STREET	# of available spaces	*10 AM	*2 PM	% of available parking occupied	
				9 AM	2PM
Prospect	23	12 (3)	15 (3)	52%	65%
Stowell	22	10 (2)	13 (2)	45%	59%
Downer	38	11 (3)	17 (3)	29%	48%

It should be noted that when the vehicle counts were taken a vast majority of the vehicles were occupying the spaces closest to Capitol. A majority of the unoccupied spaces were at the north end of these streets.

This item was also discussed at the November 7, 2016 Public Safety Committee and it was recommend by the committee to make North Prospect and North Downer streets Residential Daytime Parking Permit Districts instead of extending the RCA in to these areas. The ordinance was changed to reflect these recommendations.

I have attached the proposed Village Ordinance that was drafted and approved by the Village Attorney for your review.

MOTION:

To adopt the ordinance amendment to the Residential Parking Permit Districts as presented.

Peter A. Nimmer
Chief of Police

ORDINANCE NO:

An Ordinance to Create New Residential Daytime Parking Permit Districts

At a regular meeting of the Village Board of the Village of Shorewood, Milwaukee County, Wisconsin, held on this 21st day of November, 2016, a quorum being present and a majority of the Board voting therefore, said Board finds:

WHEREAS, the Village Board has determined the following streets in residential areas are being used for parking by commuter vehicles, that the average number of vehicles of that kind parking on these streets is in excess of 25% of the number of parking spaces, and the total number of spaces actually occupied by any vehicles exceeds 65% of the number of spaces on these streets, which are: the west side of prospect Avenue from East Capitol Drive to Jarvis Street, and the west side of Downer Avenue from 120 feet north of Capitol Drive to Jarvis Street;

WHEREAS, the Village Board previously created a “residential congested commuter area” that included areas that were already designated as “residential daytime parking permit districts,” and these overlapping areas can now be removed from the “daytime parking districts” as a result; and

WHEREAS, the Village Board has inherent authority to regulate parking in Village streets pursuant to Wis. Stat. § 349.13(1g); and

NOW THEREFORE, at a regular meeting of the Village Board of the Village of Shorewood, Milwaukee County, Wisconsin, held on the 21st day of November, 2016, a quorum being present and a majority of the Board voting therefore, said Board does ordain as follows:

SECTION 1

That Subsection (1) of Subsection E, Issuance of permits to Residents, of Section 25, Residential parking permits, of Article VIII, Parking Limits and Restrictions, of Chapter 500, Vehicles and Traffic, of the General Ordinances of the Village of Shorewood is hereby repealed and recreated as follows:

E. Issuance of permits to residents.

(1) After said survey has been completed and submitted to the Village Board and the survey discloses that more than 25% of the parking spaces in the area are occupied by commuter vehicles and more than 65% of the available spaces are occupied, said Board may declare the area a permit parking district and shall authorize the Village Clerk’s office to issue on-street daytime parking permits to the residents of the district per the Village of Shorewood Fee Schedule.

SECTION 2

That Subsection (1), District A, of Subsection H, Locations of residential daytime parking permit districts, of Section 25, Residential parking permits, of Article VIII, Parking Limits and Restrictions, of Chapter 500, Vehicles and Traffic, of the General Ordinances of the Village of Shorewood is hereby repealed and recreated as follows:

H. Locations of residential daytime parking permit districts.

(1) District A. The west side of Prospect Avenue bounded by East Capitol Drive on the south, to Jarvis Street on the north, where parking is restricted to a two-hour limitation at certain times without permit.

SECTION 3

That Subsection (2), District B, of Subsection H, Locations of residential daytime parking permit districts, of Section 25, Residential parking permits, of Article VIII, Parking Limits and Restrictions, of Chapter 500, Vehicles and Traffic, of the General Ordinances of the Village of Shorewood is hereby repealed and recreated as follows:

H. Locations of residential daytime parking permit districts.

(2) District B. The west side of Downer Avenue bounded on the south by the area 120 feet north of Capitol Drive, to Jarvis Street on the north, where parking is restricted to a two-hour limitation at certain times without permit.

SECTION 4

That Subsection (8), District H, of Subsection H, Locations of residential daytime parking permit districts, of Section 25, Residential parking permits, of Article VIII, Parking Limits and Restrictions, of Chapter 500, Vehicles and Traffic, of the General Ordinances of the Village of Shorewood is hereby repealed.

SECTION 5

Because of the elimination of Subsection (8), that current Subsections (9), District I, and (10), District J, of Subsection H, Locations of residential daytime parking permit districts, of Section 25, Residential parking permits, of Article VIII, Parking Limits and Restrictions, of Chapter 500, Vehicles and Traffic, of the General Ordinances of the Village of Shorewood, can be renumbered Subsections (8) and (9), respectively, and renamed District H and District I, respectively.

SECTION 6

That Subsection (11), District K, of Subsection H, Locations of residential daytime parking permit

districts, of Section 25, Residential parking permits, of Article VIII, Parking Limits and Restrictions, of Chapter 500, Vehicles and Traffic, of the General Ordinances of the Village of Shorewood is hereby repealed.

SECTION 7

That if any subsection, section or portions of this ordinance or the application thereof to any persons as enacted hereunder is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof and the validity of the ordinance in all other respects shall not be affected thereby.

SECTION 8

That all ordinances or parts of ordinances conflicting with the provisions of this ordinance are hereby to such extent repealed.

SECTION 9

That this ordinance shall take effect and be in force from and after its passage and publication pursuant to law.

PASSED AND ADOPTED by the Village Board of the Village of Shorewood, Milwaukee County, Wisconsin, this 21st day of November, 2016.

Guy Johnson, Village President

Countersigned:

Tanya O'Malley, Village Clerk

VILLAGE OF SHOREWOOD POLICE DEPARTMENT

MEMORANDUM



To: Village of Shorewood Board Members
From: Peter A. Nimmer, Chief of Police
Date: November 21, 2016
Re: Consideration for the purchase of Body Worn Cameras

Same Memo as presented September 27, 2016 and November 7, 2015 Public Safety Committee Meeting with updated contract language as requested and attached.

BACKGROUND:

During the budget process last year for the 2017 budget the Village Board requested and eventually directed \$30,000 to be put into the 2017 Budget the authorization for the purchase of Body Worn Cameras (BWC). As a result of the request by the Village Board, the police department started the research to determine the most appropriate solution. The reason we are bringing this back before the board prior to the purchase is for the fact that our recommended choice of body cameras will have a financial impact over the next five year period.

Among the police executives whose departments use body-worn cameras, there is an overall perception that the cameras provide a useful tool for law enforcement. For these agencies, the perceived benefits that body-worn cameras offer-capturing a video recording of critical incidents and encounters with the public, strengthening police accountability, and providing a valuable new type of evidence-largely outweigh the potential drawbacks. This is based upon research and interviews conducted by the Police Executive Research Forum.

The benefits include accountability and transparency, reducing complaints and resolving officer-involved incidents, identifying and correcting internal agency problems, evidence documentation and they also help to identify and correct internal agency problems.

There are numerous considerations to be taken into account when implementing a body-worn camera program such as privacy considerations, determining when to record, as well as data storage, retention, policy implementation, and disclosure.

Our research has shown that administering a body-worn camera program requires considerable ongoing financial and staffing commitments. Our department must provide ongoing training programs, ensure that cameras are properly maintained, fix technical problems, and address other issues that may arise both internally and externally.

According to many police executives, one of the most significant administrative costs-at least in terms of staff resources-involves the process of reviewing and categorizing videos. In addition, responding to public disclosure requests was found to be one of the biggest challenges that departments face. It can take several hours to review and redact one video and this will certainly have an impact on our administrative personnel resources.

The other significant found in our research is the data storage costs associated with a body worn camera program. There will be a significant amount of video that will need to be stored by statute, as evidence, citizen complaints, etc.

There are numerous companies that sell body-worn cameras that we explored prior to recommending a certain product for our agency.

RECOMMENDATION:

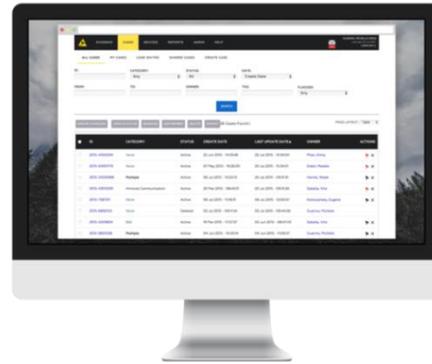
The department is recommending the Axon Body Camera and the Evidence.com data storage solution. In addition, to the body cameras we will be purchasing 6 Axon Fleet cameras to replace our aging and very costly squad cameras. The squad cameras and the body cameras will work together and will use the same storage method which is very important not to have multiple platforms for video.

The Axon body camera is a very durable camera, fairly compact, easy to attach to uniform, has a 30 second pre-record and audio record, and is extremely easy for the officer to download the camera.

It should be noted there have been several high profile incidents when body cameras were being worn but were not manually turned on by the officer. These situations are usually high stress situations where the officers either forget or do not have time. The Axon camera can and will be turned when officer's use emergency lights, open the squad door, and other cameras that are not on can be remotely turned on when other officers arrive on the scene that have their cameras on and active. This is a feature not often associated with body camera technology at this time.



In addition to the body camera we would be purchasing the Evidence.com cloud storage option. The officer places the camera in a cradle, the video is downloaded via a secure internet connection to Evidence.com and within minutes the video is accessible to view. The storage of this video is more secure than using local storage and meets all the standards required for evidence. The storage of this video is more secure than using local storage and meets all the standards required for evidence. The Milwaukee County DA's office also has an account and we can simply transfer the video to them through Evidence.com. We would no longer have to burn DVD's.



FINANCIAL IMPACT:

I have attached a document that lists 6 separate options for the Axon body cameras for your information. I am recommending the department chooses option 4. This allows for the cameras to be upgraded every 2.5 as the technology advances and the upgrade is at no cost to us. It allows for enough cloud storage for the video per year (this was discussed with our IT staff). It also includes the squad fleet camera which will replace our current in squad systems. Our current in squad systems are failing only a monthly basis and will need to be replaced whether we do this or not. It should be noted the cost of a traditional in squad video system is approximately \$5,000/each @ 6 squads totals \$30,000.

The cost to purchase 20 body cameras, 6 fleet cameras, licensing, and storage will be \$31,468.00. Over the next four years it will be \$14,512.50. The total cost for five years will be \$89,518.50.

I will present a couple of body camera videos from our department when we tested these units. We tested two other units L3 and Viewu.

Respectfully submitted,

Peter A. Nimmer

Chief of Police



MASTER SERVICES AND PURCHASING AGREEMENT

between

TASER INTERNATIONAL, INC.

and

SHOREWOOD POLICE DEPARTMENT - WI

CITY Agreement Number:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and SHOREWOOD POLICE DEPARTMENT - WI, (**Agency, Party** or collectively **Parties**) having its principal place of business at 3936 N MURRAY AVE, SHOREWOOD, WI, 53211, is entered into as of November, 30, 2016 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quotes # Q-77305 and Q-77302 (the **Quotes**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

1 Term. This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 Evidence.com Subscription Term: The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period.

1.2 Professional Services Term: Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 Definitions.

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by TASER, TASER affiliates, business partners of TASER or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER under this Agreement.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and TASER reserves the right to cancel any orders resulting from such errors. TASER reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Resolution Time" means the elapsed time between TASER's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER's reasonable control.

"Services" means all services provided by TASER pursuant to this Agreement.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3** **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.
- 4** **Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5** **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment. Failure to notify TASER within the 10 day rejection period will be deemed as acceptance of Product.
- 6** **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 **Warranties.**

7.1 Hardware Limited Warranty. TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.2 **Warranty Limitations.**

7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the

product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

- 7.3.3** A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

- 8** **Product Warnings.** See our website at www.TASER.com for the most current product warnings.
- 9** **Design Changes.** TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 10** **Insurance.** TASER will maintain at TASER's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.
- 11** **Indemnification.** TASER will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12** **IP Rights.** TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.
- 13** **IP Indemnification.** TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14** **Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this

Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

For Cradlepoint purchases only: The Agency is responsible for complying with the Cradlepoint end user license agreement. The Agency acknowledges that the term of the Cradlepoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that Cradlepoint installation services are not within the scope of this Agreement.

15 **Termination.**

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts on a prorated basis.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

15.4 After Termination. TASER will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. TASER has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

15.5 Post-Termination Assistance. TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all customers. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All TASER Pricing is considered confidential and competition sensitive.

16.2 Excusable delays. TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

16.5 Independent Contractors. The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

16.6 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

16.7 Non-discrimination and Equal Opportunity. During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

16.15 Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

TASER International, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
Address: 17800 N. 85th Street Scottsdale, AZ 85255

Attn: Contracts

Email: contracts@taser.com

SHOREWOOD POLICE DEPARTMENT - WI

Signature: _____
Name: _____
Title: _____
Date: _____
Address: 3936 N MURRAY AVE, SHOREWOOD, WI,
53211

Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from TASER and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.
- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact TASER immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
- 4 **Our Support.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com

Services.

- 5 **Data Privacy.** TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. For use of Totally Unlimited Evidence.com Licenses TASER reserves the right to limit the types of content the Agency can store and share using the Services.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content.
- 8 **Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
 - 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

- 10** **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

Professional Services Appendix

1 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

<p>System set up and configuration Setup Axon® Mobile on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). Virtual Assistance Included</p>
<p>Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using “admin” credentials from Agency. Work with Agency’s IT to configure its network to allow for maximum bandwidth and proper operation within Agency’s network environment. Virtual Assistance Included</p>
<p>Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>
<p>Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency’s desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.</p>
<p>Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER’s observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.</p>
<p>System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.</p>
<p>Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, TASER’s on-site professional services team will provide training for instructors who can support the Agency’s subsequent Axon camera and Evidence.com training needs.</p>
<p>End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.</p>
<p>Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go live review session</p>

- 1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.
- 2 **Out of Scope Services.** TASER is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
- 3 **Delivery of Services.**

 - 3.1. **Hours and Travel.** TASER personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by TASER personnel to Agency premises will not be charged as work hours performed.
 - 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes TASER to access relevant Agency computers and network systems solely for the purpose of performing the Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 5 **Site Preparation and Installation.** Prior to delivering any Services, TASER will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or TASER), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by TASER under this Agreement, including the environmental specifications for the Products, TASER will provide the updates or modifications to Agency when they are generally released by TASER to TASER customers.
- 6 **Acceptance Checklist.** TASER will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that TASER did not complete the Services in substantial conformance with this Agreement, the Agency must notify TASER in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. TASER will address the issues and then will re-present the Checklist for approval and signature. If TASER does not receive the signed Checklist or a

written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

- 7** **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to TASER negligence. However, regardless of any assistance provided by TASER: (i) TASER will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by TASER under this Section is without warranty, express or implied; and (iii) in no event will TASER be liable for loss of, damage to, or corruption of Agency data from any cause.

TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1** **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.

- 2** **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

- 3** **SPARE Product.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1.** Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.

- 4** **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade

Model. Thirty days after the Upgrade Models are received, the Agency must return the products to TASER or TASER will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

4.1. TAP Axon Camera Upgrade Models.

4.1.1. If the Agency purchased TAP for Axon Cameras as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

4.1.2. If the Agency purchased Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

4.2. TAP Dock Upgrade Models. TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5. TAP Termination. If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

5.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

5.2. TASER will not and has no obligation to provide the free Upgrade Models.

5.3. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

5.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

5.5. If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 696-7643

Peter Nimmer
(414) 847-2610
pnimmer@villageofshorewood.org



Quotation

Quote: Q-77305-3
Date: 10/7/2016 8:33 AM
Quote Expiration: 11/15/2016
Contract Start Date*: 12/15/2016
Contract Term: 5 years

AX Account Number:
112211

Bill To:
SHOREWOOD POLICE DEPT
3936 N MURRAY AVE
SHOREWOOD, WI 53211
US

Ship To:
Peter Nimmer
SHOREWOOD POLICE DEPT
3936 N MURRAY AVE
SHOREWOOD, WI 53211
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chad Gappa	(480) 502-6255	cgappa@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Hardware/E.com Year 1: Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
23	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 9,177.00	USD 3,450.00	USD 5,727.00
23	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
23	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
23	11508	MOLLE MOUNT, DOUBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
23	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 4,692.00	USD 0.00	USD 4,692.00
3	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 4,485.00	USD 0.00	USD 4,485.00
3	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 105.00	USD 0.00	USD 105.00
3	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 648.00	USD 0.00	USD 648.00
4	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 1,872.00	USD 0.00	USD 1,872.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
21	87101	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 180.00	USD 3,780.00	USD 0.00	USD 3,780.00
210	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,970	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 1,477.50	USD 0.00	USD 1,477.50
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 0.00	USD 2,500.00
Hardware/E.com Year 1: Due Net 30 Total Before Discounts:						USD 28,736.50
Hardware/E.com Year 1: Due Net 30 Discount:						USD 3,450.00
Hardware/E.com Year 1: Due Net 30 Net Amount Due:						USD 25,286.50

Free Spare Camera

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11508	MOLLE MOUNT, DOUBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Free Spare Camera Total Before Discounts:						USD 0.00
Free Spare Camera Net Amount Due:						USD 0.00

Year 2: Due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 1,872.00	USD 0.00	USD 1,872.00
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
21	87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 180.00	USD 3,780.00	USD 0.00	USD 3,780.00
210	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
23	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 4,692.00	USD 0.00	USD 4,692.00
3	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 648.00	USD 0.00	USD 648.00
1,970	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 1,477.50	USD 0.00	USD 1,477.50
Year 2: Due 2017 Total Before Discounts:						USD 12,469.50
Year 2: Due 2017 Net Amount Due:						USD 12,469.50

Year 3: Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 1,872.00	USD 0.00	USD 1,872.00
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
21	87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 180.00	USD 3,780.00	USD 0.00	USD 3,780.00
210	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
23	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 4,692.00	USD 0.00	USD 4,692.00
3	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 648.00	USD 0.00	USD 648.00
1,970	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 1,477.50	USD 0.00	USD 1,477.50
Year 3: Due 2018 Total Before Discounts:						USD 12,469.50
Year 3: Due 2018 Net Amount Due:						USD 12,469.50

Year 4: Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 1,872.00	USD 0.00	USD 1,872.00
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
21	87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 180.00	USD 3,780.00	USD 0.00	USD 3,780.00
210	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
23	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 4,692.00	USD 0.00	USD 4,692.00
3	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 648.00	USD 0.00	USD 648.00
1,970	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 1,477.50	USD 0.00	USD 1,477.50
Year 4: Due 2019 Total Before Discounts:						USD 12,469.50
Year 4: Due 2019 Net Amount Due:						USD 12,469.50

Year 5: Due 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 1,872.00	USD 0.00	USD 1,872.00
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
21	87501	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 180.00	USD 3,780.00	USD 0.00	USD 3,780.00
210	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
23	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 4,692.00	USD 0.00	USD 4,692.00
3	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 648.00	USD 0.00	USD 648.00
1,970	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 1,477.50	USD 0.00	USD 1,477.50
Year 5: Due 2020 Total Before Discounts:						USD 12,469.50
Year 5: Due 2020 Net Amount Due:						USD 12,469.50

Subtotal	USD 75,164.50
Estimated Shipping & Handling Cost	USD 80.00
Grand Total	USD 75,244.50

Complimentary Evidence.com Tier Upgrade Through September 2016

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 2016. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In September 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery sometime in 2017. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

\$150 per camera full deployment discount if order is placed by 11/15/16.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Quote: Q-77305-3

Please sign and email to Chad Gappa at cgappa@taser.com or fax to (480) 696-7643

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TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 696-7643



Peter Nimmer
(414) 847-2610
pnimmer@villageofshorewood.org

Quotation

Quote: Q-77302-4
Date: 10/7/2016 8:34 AM
Quote Expiration: 11/15/2016
Contract Start Date*: 1/15/2017
Contract Term: 5 years

AX Account Number:
112211

Bill To:
SHOREWOOD POLICE DEPT
3936 N MURRAY AVE
SHOREWOOD, WI 53211
US

Ship To:
Peter Nimmer
SHOREWOOD POLICE DEPT
3936 N MURRAY AVE
SHOREWOOD, WI 53211
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chad Gappa	(480) 502-6255	cgappa@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Axon Fleet System Compatibility

Additional costs may be incurred by the customer related to installing or optimizing their wireless infrastructure in order to achieve the desired wireless download speeds, access point coverage, band width or network stability. These costs are solely the responsibility of the customer.

Hardware/E.com Year 1: Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
12	74003	CAMERA SYSTEM, AXON FLEET	USD 399.00	USD 4,788.00	USD 1,794.00	USD 2,994.00
12	74025	MOUNT ASSEMBLY, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
12	74024	BATTERY SYSTEM, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	74027	Axon Fleet Dongle	USD 0.00	USD 0.00	USD 0.00	USD 0.00
12	87032	4 YEAR EXTENDED WARRANTY AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	85163	UNLIMITED EVIDENCE.COM FLEET: YEAR 1 PAYMENT	USD 468.00	USD 2,808.00	USD 0.00	USD 2,808.00
Hardware/E.com Year 1: Due Net 30 Total Before Discounts:						USD 7,596.00
Hardware/E.com Year 1: Due Net 30 Discount:						USD 1,794.00
Hardware/E.com Year 1: Due Net 30 Net Amount Due:						USD 5,802.00

Year 2: Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	85164	UNLIMITED EVIDENCE.COM FLEET: YEAR 2 PAYMENT	USD 468.00	USD 2,808.00	USD 0.00	USD 2,808.00
Year 2: Due 2018 Total Before Discounts:						USD 2,808.00
Year 2: Due 2018 Net Amount Due:						USD 2,808.00

Year 3: Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	85165	UNLIMITED EVIDENCE.COM FLEET: YEAR 3 PAYMENT	USD 468.00	USD 2,808.00	USD 0.00	USD 2,808.00
Year 3: Due 2019 Total Before Discounts:						USD 2,808.00
Year 3: Due 2019 Net Amount Due:						USD 2,808.00

Year 4: Due 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	85166	UNLIMITED EVIDENCE.COM FLEET: YEAR 4 PAYMENT	USD 468.00	USD 2,808.00	USD 0.00	USD 2,808.00
Year 4: Due 2020 Total Before Discounts:						USD 2,808.00
Year 4: Due 2020 Net Amount Due:						USD 2,808.00

Year 5: Due 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	85167	UNLIMITED EVIDENCE.COM FLEET: YEAR 5 PAYMENT	USD 468.00	USD 2,808.00	USD 0.00	USD 2,808.00
Year 5: Due 2021 Total Before Discounts:						USD 2,808.00
Year 5: Due 2021 Net Amount Due:						USD 2,808.00

Subtotal	USD 17,034.00
Estimated Shipping & Handling Cost	USD 41.92
Grand Total	USD 17,075.92

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery sometime in 2017. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

Unlimited Axon Fleet License Includes:

- Evidence.com Pro License
- Extended warranty coverage on Axon Fleet cameras for the duration of the contract term
- Unlimited Storage for files uploaded from your Axon Fleet cameras

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Quote: Q-77302-4

Please sign and email to Chad Gappa at cgappa@taser.com or fax to (480) 696-7643

THANK YOU FOR YOUR BUSINESS!

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November 15, 2016



TO: Village Board
Cc: Village Manager Chris Swartz
Village Attorney Nathan Bayer

FROM: Planning Director Ericka Lang

RE: Proposed Ordinance - Amendment to Village of Shorewood Electrical Code

Background

As of April 1, 2013 Wisconsin Statute 101.861 stated “municipalities may no longer impose any registration, licensing, or certification requirements on electrical contractors, electricians, or electrical inspectors.” Per Shorewood Electrical Code 275-2, “no person shall perform electrical work in the Village unless said party is licensed or is a bona fide employee of a party licenses hereunder by the Village.”

Recommendation

Staff is recommending the attached changes to Shorewood’s Electrical Code Chapter 275 to remove any local license requirement. Shorewood’s Planning & Development Department has not required local electrical licenses since 101.861 was adopted.

Evaluation

The Village Board discussed the recommended amendments and made various administrative clarifications that was provided to staff. Those changes have been incorporated.

Suggested Motion

Motion to adopt Ordinance No 2065 An Ordinance to Repeal the Requirement that Electricians Obtain Licensing from the Village of Shorewood.

ORDINANCE NO. 2065

An Ordinance to Repeal the Requirement that Electrical Contractors or Electricians Obtain
Licensing From the Village of Shorewood

At a regular meeting of the Village Board of the Village of Shorewood, Milwaukee County, held on this 7th day of November, 2016, a quorum being present and a majority of the Board voting therefore, said Board finds:

WHEREAS, the state legislature has preempted local municipal licensing of electrical contractors and electricians;

WHEREAS, pursuant to Wis. Stat. §101.861, “municipalities may no longer impose any registration, licensing, or certification requirements on electrical contractors, electricians, or electrical inspectors.”; and

WHEREAS, Shorewood’s Village Code needs to be modified to remove now prohibited licensing requirements on electrical contractors and electricians; and

NOW THEREFORE, at a regular meeting of the Village Board of the Village of Shorewood, Milwaukee County, Wisconsin, held on the 17th day of September, 2016, a quorum being present and a majority of the Board voting therefore, said Board does ordain as follows:

SECTION 1:

That Section 2: License Required, of Chapter 275: Electrical Standards, of the General Ordinances of the Village of Shorewood is hereby repealed and replaced as follows:

§ 275-2. License required.

No person, firm, partnership or corporation shall install, alter or repair any electrical wiring, fixtures or other electrical apparatus in the Village of Shorewood without first procuring a valid license therefor as provided hereinafter, unless excepted hereunder.

SECTION 2:

That Subsection “A” of Section 3: Electrician qualifications and credentials, of Chapter 275: Electrical Standards, of the General Ordinances of the Village of Shorewood is hereby repealed and replaced as follows:

§ 275-3. Electrician qualifications and credentials.

A. A master electrician certificate issued by the State of will be accepted by the Village as evidence of qualification, provided that said license is valid and current.

SECTION 3:

That Subsection “B” of Section 3: Electrician qualifications and credentials, of Chapter 275: Electrical Standards, of the General Ordinances of the Village of Shorewood is hereby repealed in its entirety.

SECTION 4:

That the existing Subsection “C” of Section 275-3: Electrician qualifications and credentials, of Chapter 275: Electrical Standards, is hereby repealed, and a new Subsection “B” is created as follows:

§ 275-3. Electrician qualifications and credentials.

B. An owner-occupant of a single-family dwelling or an owner-occupant of a two-family dwelling may perform electrical work in the dwelling in which he resides per Wisconsin State Stats.101.862(4)(a). The scope of such work is to be limited to one-hundred-twenty-volt circuits and only if such circuit is protected by a single main disconnect switch of dead front construction. In such case, a homeowner's permit application outlining the scope of work to be accomplished will be filed with the Planning and Development Department; said work shall then be performed by the applicant only. The Village Fee Schedule shall be applicable. No work shall be commenced until a permit is issued. The work to be done will require a preliminary or rough-in inspection where wall or similar closing is necessary and before any walls are closed and circuits are energized. Final inspection will be required after completion of the work. If, upon inspection, the work completed by the owner-occupant is not in accordance with the State and Village Electrical Codes, upon order of the Electrical Inspector, the owner-occupant shall immediately remove or cause to be removed the defective work or have said work immediately corrected by a licensed electrical contractor under a separate permit application. The Electrical Inspector shall not engage in providing design or instruction for untrained individuals. Any person violating the provisions of this subsection or any provision of the Shorewood Electrical Code shall be subject to the penalties as hereinafter set forth.

SECTION 5:

That the existing Subsection “D” of Section 275-3: Electrician qualifications and credentials, of Chapter 275: Electrical Standards, is hereby repealed, and a new Subsection “C” is created as follows:

§ 275-3. Electrician qualifications and credentials.

D. Maintenance personnel employed in public or private buildings, homeowners, shall be permitted to make those minor repairs which, by their nature, can be performed by persons not having experience in electrical wiring; these shall include the replacement of switches,

receptacles and fixtures with a rating of not more than 20 amperes, but shall not include the extension of circuits or the adding, replacing or creating of new circuits. No license or permit will be required for this minor work. All other electrical work shall be done under permit in accordance with § 275-6 hereof and under the direct supervision of a person licensed hereunder.

SECTION 6:

That Section 4: License procedure, of Chapter 275: Electrical Standards, of the General Ordinances of the Village of Shorewood is hereby repealed in its entirety, and the section number reserved for potential future use.

SECTION 7:

That Subsection “B” of Section 6: Application for permit, of Chapter 275: Electrical Standards, of the General Ordinances of the Village of Shorewood is hereby repealed and replaced as follows:

§ 276-6. Application for permit.

B. If the applicant shall fail to obtain a permit on the day on which an electrical installation has been started, except in emergency cases, the total fees for such purpose shall be triple the normal fees charged. No further permits will be issued to any licensee until all arrearage in fees have been paid and compliance had with all lawful orders of the Electrical Inspector.

SECTION 8:

That Subsection “A” of Section 9: Certificate of Inspection; protection of meters, of Chapter 275: Electrical Standards, of the General Ordinances of the Village of Shorewood is hereby repealed and replaced as follows:

§ 275-9. Certificate of Inspection; protection of meters.

A. Current shall not be turned on in any electrical wiring until a certificate of inspection has been issued by the Electrical Inspector to the utility furnishing the same. The closing of meter loops or other temporary connections will not be permitted by the Planning and Development Department until inspection has been made and a certificate of inspection issued.

SECTION 9:

That Section 10: Conformity with National Electrical Code as amended by Wisconsin State Electrical Code Comm 16, of Chapter 275: Electrical Standards, of the General Ordinances of the Village of Shorewood is hereby repealed and replaced as follows:

§ 275-10. Conformity with National Electrical Code as amended by Wisconsin State Electrical Code SPS 316.

All electrical work, including the placing of wires and other equipment, shall be done in conformity with the National Electrical Code and Wisconsin State Electrical Code SPS 316 as it now exists and may, from time to time, be modified or amended. The additional rules and regulations as set forth in this chapter are hereby adopted as supplementary to the National Electrical Code and Wisconsin State Electrical Code SPS 316 regulations for the installation of all electrical wiring and electrical apparatus and other electrical installations in the Village. All such installations shall comply with all said regulations and shall be done in the same manner as in the judgment of the Electrical Inspector will not endanger life or cause fire. Where requirement of state law and local ordinances conflict, the stricter requirement shall govern.

SECTION 10:

That Section 12: Enforcement by municipal citation, of Chapter 275: Electrical Standards, of the General Ordinances of the Village of Shorewood is hereby repealed and replaced as follows:

§ 275-12. Enforcement by municipal citation.

In addition to all other powers granted to the Planning Director, Building Inspector or their designee to enforce the provisions of this chapter, the Planning Director, Building Inspector or their designee is authorized pursuant to § 800.02, Wis. Stats., to issue municipal citations for violations of any of the provisions of this chapter.

SECTION 11:

That if any subsection, section, or portions of this ordinance or the application thereof to any persons as enacted hereunder is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof and the validity of the ordinance in all other respects shall not be affected thereby.

SECTION 12:

That all ordinances or parts of ordinances conflicting with the provisions of this ordinance are hereby to such extent repealed.

SECTION 13:

This ordinance shall be in full force and effect after its passage and posting as provided by law.

PASSED AND ADOPTED by the Village Board of Village of Shorewood, Milwaukee, County, Wisconsin, this 7th day of November, 2016.

Guy Johnson, Village President

Countersigned:

Tonya O'Malley, Village Clerk

Chapter 275. ELECTRICAL STANDARDS

§ 275-1. Purpose.

The purpose of this chapter is to provide certain minimum standards, procedures and requirements for the installation, repair and maintenance of electrical wiring, materials, fixtures, equipment and apparatus in connection with the use of electricity in buildings and structures in the Village.

§ 275-2. License required.

No person, firm, partnership or corporation shall install, alter or repair any electrical wiring, fixtures or other electrical apparatus in the Village of Shorewood without first procuring a valid license therefor as provided hereinafter, unless excepted hereunder. ~~In addition, no person shall perform electrical work in the Village unless said party is licensed or is a bona fide employee of a party licensed hereunder by the Village, except as provided in § 275-3C hereof.~~

§ 275-3. Electrician qualifications and credentials.

A. A master electrician certificate issued by the State of Wisconsin ~~or issued by the City of Milwaukee~~ will be accepted by the Village as evidence of qualification, provided that said license is valid and current; ~~a Village electrical license will be issued to such applicant producing such documentation without the need for any further examination of the applicant.~~

[Amended 1-4-1999 by Ord. No. 1777]

B. ~~A current licensed Shorewood electrical contractor without a State of Wisconsin master electrician certificate from the State of Wisconsin or a City of Milwaukee license may renew a Shorewood electrical license for the next year, provided that all previous permit and license fees have been paid in full and any corrections of previous work in violation have been completed.~~

[Amended 1-4-1999 by Ord. No. 1777]

~~B~~C. An owner-occupant of a single-family dwelling or an owner-occupant of a two-family dwelling may perform electrical work in the dwelling in which he resides per Wisconsin State Stats.101.862(4)(a). The scope of such work is to be limited to one-hundred-twenty-volt circuits and only if such circuit is protected by a single main disconnect switch of dead front construction. ~~Under these conditions, no license shall be required of said dwelling owner.~~ In such case, a homeowner's permit application outlining the scope of work to be accomplished will be filed with the Planning and Development Department; said work shall then be performed by the applicant only. The Village Fee Schedule *Editor's Note: The Village Fee Schedule is on file in the Village offices.* shall be applicable. No work shall be commenced until a permit is issued. The work to be done will require a preliminary or rough-in inspection where wall or similar closing is necessary and before any walls are closed and circuits are energized. Final inspection will be required after completion of the work. If, upon inspection, the work completed by the owner-occupant is not in accordance with the State and Village Electrical Codes, upon order of the Electrical Inspector, the owner-occupant shall immediately remove or cause to be removed the defective work or have said work immediately corrected by a licensed electrical contractor under a separate permit application. The Electrical Inspector shall not engage in providing design or instruction for untrained individuals. Any person violating the provisions of this subsection or any provision of the Shorewood Electrical Code shall be subject to the penalties as hereinafter set forth.

[Amended 2-25-2008 by Ord. No. 1935; 9-8-2009 by Ord. No. 1956]

CD. Maintenance personnel employed in public or private buildings; and owner-occupants homeowners, and contractors with valid electrical licenses per § 275-2 shall be permitted to make those minor repairs which, by their nature, can be performed by persons not having experience in electrical wiring; these shall include the replacement of switches, receptacles and fixtures with a rating of not more than 20 amperes, but shall not include the extension of circuits or the adding, replacing or creating of new circuits. No license or permit will be required for this minor work. All other electrical work shall be done under permit in accordance with § 275-6 hereof and under the direct supervision of a person licensed hereunder.

[Amended 9-8-2009 by Ord. No. 1956]

§ 275-4. License procedure. (Reserved)

~~A. All applications shall be made to the Electrical Inspector, and all such licenses shall be issued by him or his duly authorized agent.~~

~~B. All licenses shall be issued annually, effective the first day of January each year and terminating the 31st day of December the following year.~~

[Amended 9-5-2006 by Ord. No. 1916]

~~C. An original license shall be issued upon payment of a fee. A renewal license shall be issued upon the payment of the annual fee. Any license in effect, if not renewed by the 31st day of January each year, shall lapse; the renewal of said license thereafter shall be as an original license and require a fee. Fees as described within this subsection shall be as enumerated in the Village Fee Schedule.~~

[Amended 2-25-2008 by Ord. No. 1935]

§ 275-5. Permit required; emergency work.

A. No person, firm, partnership or corporation shall install, repair, maintain or alter any electric wiring or any electrical fixture, equipment or apparatus without securing a permit before the day on which such work is started, unless otherwise provided herein. Application shall be made in accordance with the provisions of § 275-6 of this chapter; excepted here from are minor repairs to switches, receptacles and fixtures.

B. All emergency work shall be reported to the Electrical Inspector within two days after commencing such work and a permit submitted immediately thereafter.

§ 275-6. Application for permit.

[Amended 2-25-2008 by Ord. No. 1935]

A. The Electrical Inspector shall issue permits for the electrical installations for light, heat or power. Application shall be made on forms furnished by the Electrical Inspector, which shall state clearly the work or alterations to be performed. All later deviations from the original permit issued will require a supplemental application listing such deviations or additions but with no additional minimum fee. Fees as required by the Village Fee Schedule are to be paid to the Planning and Development Department at the time of application. A temporary permit will be required for all electricity furnished to construction sites during the construction period. Permit application for temporary work shall specify the period of time for which such wiring is to remain in service. Service shall be cut off at the end of the specified period and shall not be reconnected without the written permission of the Electrical Inspector.

B. If ~~licensee~~ the applicant shall fail to obtain a permit on the day on which an electrical installation has been started, except in emergency cases, the total fees for such purpose shall be triple the normal fees

charged. No further permits will be issued to any licensee until all arrearage in fees have been paid and compliance had with all lawful orders of the Electrical Inspector.

- C. In new construction of commercial and/or multi-occupancy buildings, the location of this equipment is to be clearly described before a building permit will be granted by the Building Inspector. *Editor's Note: Subsection C, formerly § 275-11B(1), was re-designated 9-8-2009 by Ord. No. 1956.*

§ 275-7. Permit fees and inspection charges.

- A. Fees and inspection charges shall be as listed under the Village Fee Schedule.
- B. One rough-in as required and one final inspection will be given without further fee. If re-inspection is required, a fee will be charged for each re-inspection required as enumerated in the Village Fee Schedule. *[Amended 7-17-1995 by Ord. No. 1714; 9-8-2009 by Ord. No. 1956]*
- C. All fees to be paid hereunder are to be paid to the Planning and Development Department before inspection will be made. If said fees are not paid as required, said omission shall be considered a violation of the Village Code and shall be subject to the penalties hereinafter enumerated. In addition, any permit issued hereunder shall be subject to immediate suspension upon order of the Electrical Inspector. *[Amended 2-25-2008 by Ord. No. 1935]*

§ 275-8. Authority of Electrical Inspector.

- A. The Electrical Inspector or his authorized ~~designee assistant~~ shall have the right to enter any building or premises in the discharge of his official duties and for that purpose shall be given prompt access on notification to the proper authority.
- B. The Electrical Inspector or his authorized ~~designee assistant~~ shall order the utility to cut off the electric current from any building or equipment which is found to be in an unsafe condition, and no person, firm or corporation shall reconnect the same until written permission is given by the Electrical Inspector.
- C. Wiring for which a permit has been issued shall not be concealed until accepted by the Electrical Inspector.
- D. The Electrical Inspector or competent person delegated by him shall have the power to cause the removal of all wires, and the turning off of all electrical currents, where the circuits interfere with the work of the Fire Department during progress of a fire.

§ 275-9. Certificate of inspection; protection of meters.

- A. Current shall not be turned on in any electrical wiring until a certificate of inspection has been issued by the Electrical Inspector to the utility furnishing the same. The closing of meter loops or other temporary connections will not be permitted by the ~~Inspection~~ Planning and Development Department until inspection has been made and a certificate of inspection issued.
- B. Where it is necessary for more prompt action to be taken than the regular routine will allow, it will be necessary for the licensee or his agent to come to the office of the Electrical Inspector personally and obtain the necessary certificate and deliver the same in person to the appropriate department of WE Energies.

[Amended 2-25-2008 by Ord. No. 1935]

- C. Certificates to be issued hereunder shall be issued only when work has been performed by a licensee.
- D. All meter sockets shall have meter protection installed before certificates will be issued.

§ 275-10. Conformity with National Electrical Code as amended by Wisconsin State Electrical Code ~~Comm~~ SPS 316.

[Amended 9-5-2006 by Ord. No. 1916; 9-8-2009 by Ord. No. 1956]

All electrical work, including the placing of wires and other equipment, shall be done in conformity with the National Electrical Code and Wisconsin State Electrical Code ~~Comm~~ SPS 316 as it now exists and may, from time to time, be modified or amended. The additional rules and regulations as set forth in this chapter are hereby adopted as supplementary to the National Electrical Code and Wisconsin State Electrical Code ~~Comm~~ SPS 316 regulations for the installation of all electrical wiring and electrical apparatus and other electrical installations in the Village. All such installations shall comply with all said regulations and shall be done in the same manner as in the judgment of the Electrical Inspector will not endanger life or cause fire. Where requirement of state law and local ordinances conflict, the stricter requirement shall govern.

§ 275-11. (Reserved)

Editor's Note: Former § 275-11, Installation requirements, amended 2-25-2008 by Ord. No. 1935, was repealed 9-8-2009 by Ord. No. 1956. Said ordinance also re-designated former § 275-11B(1) as § 275-6C.

§ 275-12. Enforcement by municipal citation.

[Amended 10-24-2005 by Ord. No. 1894; 2-25-2008 by Ord. No. 1935]

In addition to all other powers granted to the ~~Planning and Zoning Administrator~~ Director, Building Inspector or their designee to enforce the provisions of this chapter, the ~~Planning and Zoning Administrator~~ Director, Building Inspector or their designee is authorized pursuant to § 800.02, Wis. Stats., to issue municipal citations for violations of any of the provisions of this chapter.

§ 275-13. Appeals.

Subject to other provisions of this chapter, any person aggrieved by an administrative ruling, judgment or decision may appeal for a hearing before the Board of Appeals within ~~10~~30 days after the issuance of such ruling, judgment or decision. A nonrefundable appeal fee as provided by the Village Fee Schedule shall accompany each and every appeal brought hereunder. The Village Clerk shall give notice of a hearing to the appellant, to be held within 30 days after service of the notice on the appellant, said service to be served either personally or by certified mail addressed to the appellant's last known address. All other interested parties may be given written notice of said hearing by regular mail. Upon conclusion of the hearing held by the Board of Appeals, the Board shall make a ruling. The written decision of the Board shall be mailed to the appellant by the Village Clerk within 10 days of said decision. Any determination by the Board of Appeals may be appealed to the Circuit Court of Milwaukee County as provided by law.

§ 275-14. Violations and penalties.

A. Any person, firm, partnership, limited liability company or corporation found guilty of violating any of the provisions of this chapter shall be subject to a forfeiture in a sum not less than \$25 nor more than \$2,000 and the costs of prosecution and in default of the payment thereof shall be imprisoned in the county jail or house of correction of Milwaukee County for a period not to exceed 90 days. Every day such violation continues shall constitute a separate offense.

[Amended 2-25-2008 by Ord. No. 1935]

B. In addition to the provisions of Subsection A hereunder, compliance with the provisions of this chapter may be enforced by Village officers by in junctional order issued upon the suit of the Village or of any owner of real estate within the Village.

NOT PART OF CODE References:

101.862(4)(a) (a) A residential property owner who installs, repairs, or maintains electrical wiring on premises that the property owner owns and occupies as a residence, unless a license or registration issued by the department is required by local ordinance.

101.862(4)(d) (d) A person engaged in installing, repairing, or maintaining equipment or systems that operate at 100 volts or less.

101.862(4)(n) (n) A person who installs a replacement for an existing switch or outlet if the replacement switch or outlet has a rating of not more than 20 amperes.

MEMORANDUM

November 16, 2016

To: Trustee Davida Amenta, Chairperson
Public Works Committee

From: Leeann Butschlick, Director of Public Works

Copy: Village Board
Chris Swartz, Village Manager
Joel Kolste, Assistant Director Public Works

Re: 2017 Alley Program Engineering



Your November 21 Committee and Village Board agendas include discussion regarding the Village's 2017 alley program engineering.

Background

As you have discussed at some length, the Village will begin an alley reconstruction program in 2017. Staff solicited engineering proposals for the design of four alleys as identified at your November 7, 2016 Village Board meeting. For your reference, a map of the alleys (labelled A, B, C and D is attached).

Engineering, Inspection and Administration

Attached please find proposals from Clark Dietz, Stantech and Strand Associates, Inc. to provide the 2017 Alley Program engineering services. Below, please find a summary table:

Firm	Cost	Est. Hours	Ave. Hourly Cost
Clark Dietz	\$48,100	388	\$123.97
Stantech	\$43,500	366	\$118.85
Strand Associates, Inc.	\$45,000	406	\$110.84

Recommendations

Staff certainly believes that all firms are amply qualified to engineer the project. Based upon a review of the proposals, staff believes that Strand Associates provided the most comprehensive evaluation of the 2017 program with careful consideration of key construction issues, including potential encroachment concerns and green design/construction options.

As you know, Strand has successfully engineered large infrastructure improvement programs for the Village in the last several years, including the 2012 Basin 1 Sewer Improvement Program and the 2016 Beverly Road Reconstruction.

Suggested motion: I move approval of a professional services agreement with Strand Associates in the amount of forty five thousand dollars (\$45,000.00).

Funding

The amount budgeted and borrowed for the 2017 alley program was \$250,000. At its November 7 meeting, the Village Board directed staff to obtain consultant proposals to engineer all four alleys with current pavement condition ratings of two or less (labelled A – D on the attached illustration). Please recall that construction cost estimates of the four identified alleys totals \$754,320.00

As noted above, staff's recommended consultant (Strand) proposed fee totals \$45,000. On a percentage basis, staff estimates the engineering fees related to the approved \$250,000 program (alleys A and D), to be \$14,850. Engineering fees related to the remaining alleys (B & C) is \$30,150.

Funding options for the 2017 program are outlined in the attached November 8, 2016 memo from Finance Director Mark Emanuelson.

I will be present at your meeting Monday evening. In the meantime, please contact me at 414-847-2650 or via email at lbutschlick@villageofshorewood.org if you should have any questions regarding this item.



AT THE EDGE OF THE CITY AND
THE HEART OF EVERYTHING

FINANCE DIRECTOR'S MEMO

November 8, 2016

TO: Village Board
FROM: Mark Emanuelson, Finance Director
RE: Alley funding review

Based on discussion at the November 7th Village Board meeting, staff has prepared the following review of the issues and options that might be available in order to facilitate additional discussion of expanding the 2017 alley reconstruction program beyond the \$250,000 funding levels that the Village Board approved during the 2016 bonding recommendations this past summer.

In May 2016 staff prepared a memo to review various funding options and provide some analysis specific to the general issue at hand. Although the context of this memo was to contemplate an increase to the proposed \$500,000 alley reconstruction plan at the time, and to show the long term fiscal impact of a sustained alley program, the metrics of the funding options still remain applicable. The only exception is that the Village is now projecting to have less than \$100,000 in capital reserves upon adoption of the 2017 budget as currently prepared.

While staff's core recommendation has always been to fund long-term infrastructure projects using bond proceeds, there were five other options identified.

- Tax levy for costs
- Defer other capital needs
- Special Assessments
- Capital reserve use
- General fund reserve use

Please review the attached memo on Alley Funding Options for the full staff comments on these potential funding options.

One of the primary metrics staff uses for budgeting impact is the "quick math" that for every \$5,000 of change in tax levy, it will impact the "typical" \$300,000 homeowner, by \$1.00 in property taxes.

In June 2016 staff also prepared a debt impact memo related to the proposed 2016 bonding and several 2017 projects that, while included in the 2017-2026 Long-Range Financial Plan, had not yet been formally approved by the Village Board.

The key take away from this memo is the fiscal impact of bonding for every \$250,000 of projects is expected to cost an average of an additional \$3.25 per household for ongoing debt service. A copy of this memo has also been attached for your reference.

Staff's current recommendation is not to modify the 2017 proposed budget at this time based on a potential change in project implementation scope.

As with many other projects where budgets are developed based on estimated costs, staff will respond to the ultimate funding needs of the project based on the implementation decisions of the Village Board. While in this case it may be due to a change in scope, the underlying solutions would be no different than a significant change in budgeted cost estimates, or implementing an unplanned capital initiative.

If the Village Board decides to make a change in project scope once more detailed project engineering and cost estimates can be prepared, there will likely be a number of options to increase the available funding for this project based on those decisions.

- If the TID #5 developer loan of \$6,500,000 is requested early next year, additional funds could be added to this bonding to support a higher level of alley reconstruction than previously funded. This would minimize the costs related to issuing a separate bonding to raise these funds.
- The Village could do a special borrowing in 2017 to fund these costs. At that time staff may also recommend borrowing for refuse equipment if those decisions have also been reached.
- The Village could pass a reimbursement resolution and then loan the capital projects fund the appropriate amounts from general fund reserves until additional bonding could be secured in 2018. This could be done without violating the Village's expenditure restraint limits.
- The Village could reconsider special assessing property owners for a significant portion of project costs and then apply any remaining available capital reserves to meet any funding gaps.

If you have any additional questions, or other alternatives to propose, please let us know as soon as possible so that we may respond as promptly as possible.



November 8, 2016

Ms. Leeann Butschlick
Director of Public Works
Village of Shorewood
3930 N. Murray Ave.
Shorewood, WI 53211

Re: Proposal for Design Services
2017 Alley Program Design and Bidding

Dear Leeann,

Our Shorewood Service Team proposes to perform the design and public bidding of the 2017 Alley Program as follows:

- 1- "T" Alley between Marlborough and Wildwood, Wilson and Congress: The top of the "T" is 268 feet in length and parallel to Wilson Drive. The leg of the "T" extends 850 feet to Congress Street. Together, both segments are 25 feet wide and a total of 3,100 square yards of construction would be expected.
 - a. The estimated cost of reconstruction for this alley in CONCRETE is \$233,000
 - b. The estimated cost of reconstruction for this alley in ASPHALT is \$200,000
- 2- "T" Alley between Wildwood and Alpine, Wilson and Congress: The top of the "T" is 264 feet in length and parallel to Wilson Drive. The leg of the "T" extends 1,218 feet to Congress Street. Together, both segments are 25 feet wide and a total of 4,116 square yards of construction would be expected.
 - a. The estimated cost of reconstruction for this alley in CONCRETE is \$310,000
 - b. The estimated cost of reconstruction for this alley in ASPHALT is \$270,000
- 3- "J" Alley between Olson, Olive, Wilson and Ardmore: The top of the "J" is 304 feet long and parallel to Wilson Drive. The leg of the "J" extends to Olsen Avenue and covers 514 feet. Together, both segments are 25 feet wide and a total of 2,272 square yards of construction would be expected.
 - a. The estimated cost of reconstruction for this alley in CONCRETE is \$171,000
 - b. The estimated cost of reconstruction for this alley in ASPHALT is \$150,000
- 4- Alley between Kensington and Lake Bluff School, Larkin and Newhall: this is a 25 feet wide, 462 feet long alley where a total of 1,280 square yards of construction would be expected.
 - a. The estimated cost of reconstruction for this alley in CONCRETE is \$95,000
 - b. The estimated cost of reconstruction for this alley in ASPHALT is \$87,000



A. Project Approach

The alleys of the 2017 program should be bid in concrete and asphalt to give Shorewood the opportunity to evaluate and grab any available savings from alternative materials.

In any case, we would recommend that the bid documents include either of these suggested additions as an alternate bid item to give the Village the option to select the combination of projects that is in its best interest after bid opening.

B. Scope of Work

Task 1- Project Meetings Clark Dietz will:

1. Attend the project kick-off and data compilation meeting
2. Attend the utility Coordination meeting
3. Attend the project public information meeting
4. Attend the bid opening
5. Attend the bid selection and recommendation meeting with Village Staff

Task 2 - Alley Design

Clark Dietz will conduct design activities related to the reconstruction of the alley and the drainage structures:

1. Filed survey activities to capture necessary and relevant data within the Village right-of-way including but not limited to the following:
 - a. If or when appropriate and required, Storm sewer manholes, inlets, catch basins for possible repairs or replacement, if needed and appropriate.
 - b. Alley grades to assure positive drainage.
 - c. Sufficient radius information to achieve smooth transitions to adjacent streets.
2. Coordination of necessary state permit requirements
 - a. Wisconsin DNR WPDES permit for land disturbance in excess of 1 acre.

Task 3 - Construction Document Preparation and Bid Process

Clark Dietz will prepare the necessary construction documents, including but not limited to:

1. Preparation of construction drawings
2. Adaptation of Village standard specifications to project as necessary
3. Publication of the appropriate notices
4. Preparation of a construction cost estimate



5. Provision of the final plan set
6. Manage distribution of plan sets and bid documents (bids to be submitted to Director of Public Works, bid opening at the Department of Public Works)
7. Prepare recommendation of the selected contractor following review and evaluation of the bids received.
8. Prepare contract award documents for signatures.

C. Professional Fee

We are providing a level of effort and professional fee based on the three alleys of the 2017 Alley Project. The hours and hourly rates are provided in the following table. The not-to-exceed fee for this work will be \$48,100.

	<i>Project Manager</i>	<i>Design Manager</i>	<i>Designer</i>	<i>Survey Tech</i>	
TASKS	Mustafa Emir	Kevin Risch	Brandon Flunker	Andy Torola	TOTALS
	\$190	\$160	\$100	\$125	
Project Management	6				6
Topographic Survey				60	60
Preliminary Design		32	60		92
Final Design		40	80		120
Specifications		32	60		92
Meetings	6				6
Bidding		8	4		12
<i>Hours</i>	12	112	204	60	388
<i>Fee</i>	\$2,280	\$17,920	\$20,400	\$7,500	\$48,100

Sincerely,
 Clark Dietz, Inc.

Mustafa Emir, PhD, PE
 Vice President

WORK ORDER APPROVAL

 Guy Johnson, Village President

 Date

PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

Village of Shorewood 2017 Alley Program Engineering

This Agreement is by and between

Village of Shorewood (“Client”)

3930 North Murray Avenue
Shorewood WI 53211

and

Clark Dietz, Inc. (“Clark Dietz”)

759 North Milwaukee Street, Suite 624
Milwaukee, WI 53202

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____

Name: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By:  _____

Name: Mustafa Emir, PhD, PE

Title: Vice President

Date: _____

**PART I
SERVICES BY CLARK DIETZ**

A. Project Description

The “Client” is retaining Clark Dietz to perform Engineering services for the 2017 Alley Program as follows:

- “T” Alley between Marlborough and Wildwood, Wilson and Congress: The top of the “T” is 268 feet in length and parallel to Wilson Drive. The leg of the “T” extends 850 feet to Congress Street. Together, both segments are 25 feet wide and a total of 3,100 square yards of construction would be expected.
- “T” Alley between Wildwood and Alpine, Wilson and Congress: The top of the “T” is 264 feet in length and parallel to Wilson Drive. The leg of the “T” extends 1,218 feet to Congress Street. Together, both segments are 25 feet wide and a total of 4,116 square yards of construction would be expected.
- “J” Alley between Olson, Olive, Wilson and Ardmore: The top of the “J” is 304 feet long and parallel to Wilson Drive. The leg of the “J” extends to Olsen Avenue and covers 514 feet. Together, both segments are 25 feet wide and a total of 2,272 square yards of construction would be expected.
- Alley between Kensington and Lake Bluff School, Larkin and Newhall: this is a 25 feet wide, 462 feet long alley where a total of 1,280 square yards of construction would be expected.

B. Scope

Task 1- Project Meetings Clark Dietz will:

1. Attend the project kick-off and data compilation meeting
2. Attend the utility Coordination meeting
3. Attend the project public information meeting
4. Attend the bid opening
5. Attend the bid selection and recommendation meeting with Village Staff

Task 2 - Alley Design

Clark Dietz will conduct design activities related to the reconstruction of the alley and the drainage structures:

1. Filed survey activities to capture necessary and relevant data within the Village right-of-way including but not limited to the following:
 - a. If or when appropriate and required, Storm sewer manholes, inlets, catch basins for possible repairs or replacement, if needed and appropriate.

- b. Alley grades to assure positive drainage.
 - c. Sufficient radius information to achieve smooth transitions to adjacent streets.
2. Coordination of necessary state permit requirements
 - a. Wisconsin DNR WPDES permit for land disturbance in excess of 1 acre.

Task 3 - Construction Document Preparation and Bid Process

Clark Dietz will prepare the necessary construction documents, including but not limited to:

1. Preparation of construction drawings
2. Adaptation of Village standard specifications to project as necessary
3. Publication of the appropriate notices
4. Preparation of a construction cost estimate
5. Provision of the final plan set
6. Manage distribution of plan sets and bid documents (bids to be submitted to Director of Public Works, bid opening at the Department of Public Works)
7. Prepare recommendation of the selected contractor following review and evaluation of the bids received.
8. Prepare contract award documents for signatures.

C. Schedule

Alley Bidding is targeted for February 2017.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State Wisconsin.
2. Mustafa Emir shall be the designated Clark Dietz representative assigned to the Client.
3. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
4. This agreement does not include geotechnical investigations.
5. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.

6. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

E. Electronic Data Format

1. The Reports and Drawings for this project will be provided to Client in printed and digital format.
2. Reports will be provided in MS Office and Adobe Acrobat format.
3. Drawings will be provided (if requested by the Client) in AutoCAD format.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Leeann Butschlick, Director of Public Works, Village of Shorewood.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**PART III
COMPENSATION**

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$48,100.
2. The compensation authorized by this Agreement shall include the following:
 - a. Payment for outside consulting and/or professional services performed by a sub-consultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
 - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

1. Timing/Format
 - a. Invoices for Clark Dietz's fee shall be submitted in monthly invoices reflecting the Services completed for that month. Invoices are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
 - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. Billing Records
Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV
EQUAL EMPLOYMENT OPPORTUNITY

WISCONSIN CLAUSE

In connection with the performance of work under this contract, Clark Dietz (hereinafter referred to as the "Consultant") agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to insure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 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. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

The Client agrees that Clark Dietz shall not be liable to a third-party for more than Clark Dietz's fair share of damages or liabilities suffered by the third-party, when those damages or liabilities were caused, in whole or in part, by the Client's negligent acts in connection with the Project, or caused, in whole or in part, by the acts of others for whom the Client is legally liable or responsible.

Neither the Client nor Clark Dietz shall be obligated to pay contribution to the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$210.00
Engineer 8	200.00
Engineer 7	190.00
Engineer 6	175.00
Engineer 5	155.00
Engineer 4	140.00
Engineer 3	125.00
Engineer 2	110.00
Engineer 1	100.00
Technician 6	160.00
Technician 5	130.00
Technician 4	120.00
Technician 3	105.00
Technician 2	85.00
Technician 1	75.00
Clerical	80.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

Vehicles		
Autos		\$0.54/mile
Field Vehicles		\$60.00/day or \$0.54/mile (per agreement)
Survey Van		\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment		\$20.00/hour
GPS Survey Equipment		\$30.00/hour
Nuclear Soils Compaction Gauge		\$50.00/day
CADD Usage		\$20.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")		\$0.10/copy
Color Copies* (8.5"x11")		\$0.50/copy
Color Copies* (11"x17")		\$1.50/copy
Large Format Plotting and/or Copying*		
(12"x18")		\$0.50/sheet
(22"x34" or 24"x36")		\$1.75/sheet
(30"x42")		\$2.50/sheet
(36"x48")		\$3.00/sheet
Large Format Scanning*		
(12"x18")		\$.30/sheet
(22"x34" or 24"x36")		\$1.00/sheet
(30"x42")		\$1.50/sheet
(36"x48")		\$2.00/sheet
Hotels & Motels	}	At Cost
Meals		
Federal Express & UPS		
Public Transportation		
Film and Development		
Supplies		

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and subconsultants will be billed at 110% of actual costs to cover handling and administrative expenses.



Stantec Consulting Services Inc.
12075 Corporate Parkway Suite 200, Mequon WI 53092-2649

November 15, 2016
File: Shorewood Proposal 2017 Alleyways

Attention: Leeann Butschlick
3930 N. Murray Avenue
Shorewood, WI 53211

Dear Leeann,

Thank you for the invitation to propose on the 2017 Shorewood Alley Projects. We hope this letter proposal meets the needs of the Village for comparing proposals for this project. To be at the beginning of another infrastructure reconstruction program for the Village is exciting and something I am proud to participate in.

INTRODUCTION

As you are aware, I was the lead designer for developing the current street reconstruction program the Village is still using today. The design program started in 2004 has shown to be exactly what the Village needed. I am hopeful that, once again, I have the design program standard that will bring long term success to the alleyway program.

DESIGN PROGRAM APPROACH

To assist in the design approach, we are proposing, I want to discuss the next steps the Village will take on the street program and how this concept can be applied to the alleyway program. I have attached 2 exhibits to this letter proposal.

The first exhibit is the 60+ year design approach for the streets. For the street design, the curb elevations are established to meet the adjacent properties. A 2% slope from the curb is the centerline of the road. This initial project should provide the Village with 20+ years of a solid roadway. After 20 years, the Village should partake in a mill and overlay project. As you can see in the middle diagram of this exhibit, an edge mill process along the curb with a depth of 2" tapering to 0" deep 8' from the curb should be created. Once this tapered edge mill is created, a 2" overlay over the entire road is installed. Because the curb elevation stays the same, but the centerline elevation is raised by 2", the cross slope of the road is a bit steeper at 3.1%.

This same process is again repeated at the 40-year mark and the street will have a 4.2% cross slope. The street is then left for more than 20 years to full deteriorate before a new fully reconstructed road way is constructed. The mill and overlay costs are roughly 20% of the cost of a full street reconstruction project.



November 15, 2016
Leeann Butschlick
Page 2 of 4

Reference:

This same approach is being proposed for the alleyway program for the Village of Shorewood. The difference is the alleys would be a bit in the reverse order. As you can see in the second exhibit, the initial design of the alley would be steeper than a typical street at 3.7%. Because the centerline of the alley is below the edges of the alley, the side slopes are sloped down (versus up for roads). When you have overlay projects in the future, the centerline of the alleyway is higher in elevation and the side slope of the alley decreases. In the exhibit, the initial alley would have a side slope of 3.7%. After the first overlay project, the slope would lessen to 2.6% and 1.5 % for the final overlay project.

With this approach to the alley program, the Village can know they have put the right design approach in the first design that allows for the most cost effective long term rehabilitation projects and long term investments into the infrastructure.

PROPOSED COSTS

The Village has conducted a pavement rating process and developed 4 alleys to consider for the 2017 program. In reviewing the projects, it was clear immediately that the alleys are much more difficult to collect field survey data. Due to this, the survey costs are a larger percentage of the design costs for a standard roadway. Balancing this with the design efforts, the following table of design costs for each alleyway (as identified in the 11/1/16 Memo by DPW Butschlick). A list of assumptions is also provided below the table.

ALLEY	PROJECT COST	PROPOSED ENG. FEE
A	\$89,810	\$5,300
B	\$217,350	\$12,050
C	\$288,120	\$16,500
D	\$159,040	\$9,200
	TOTAL	\$43,050

Service Provided – for the above fee, the following work is proposed for the project. Stantec will:



November 15, 2016
Leeann Butschlick
Page 3 of 4

Reference:

- Survey the project limits collecting existing private and public utility lines, centerline of alleyway, private access aprons (at alley edge and further towards property), trees, fences, edge of alleyway, garage / structures adjacent to alley. It is important to note the number of items necessary to survey is much more dense than that of a standard street reconstruction.
- Develop 30%, 60%, 90%, and final construction document plan sets and specifications for the Village. A meeting is proposed for each stage to review the plan with the Village. The design elements from the meetings will be tracked and incorporated into the documents for the next plan set review stage.
- Provide 4 copies of the 30%, 60%, 90%, and final construction documents. The construction plans will be in the 11x17 format. The construction specifications will be a standard 8 ½ x 11.
- Provide design assistance and documents including the ad for bid and bid document publication. Service includes bidding question clarifications. Service would end once bids are received and reviewed. All construction administration and project inspections would be additional services.

Assumptions:

- Survey during clear conditions. Due to surveying being such a larger part of the project cost, a snow packed site will increase survey costs.
- Two or more alleys will be authorized. If only 1 alley is authorized, costs could increase.
- Stantec will not be required to conduct neighborhood design meetings or workshops.
- All easements and or Right of Way acquisition or clarifications would be extra
- Soil borings would be paid directly to a geotechnical service if required



November 15, 2016
Leeann Butschlick
Page 4 of 4

Reference:

Should you have any questions regarding these costs, approach, or assumptions contained herein, feel free to call. I look forward to working with the Village to develop another successful infrastructure replacement program for years to come.

Regards,

STANTEC CONSULTING SERVICES INC.

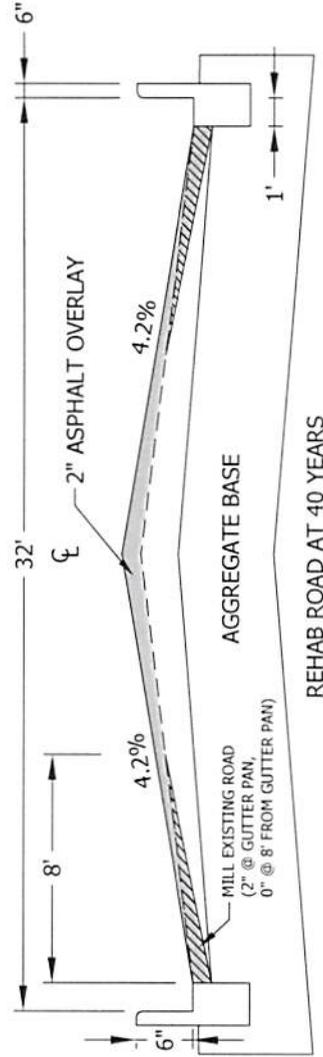
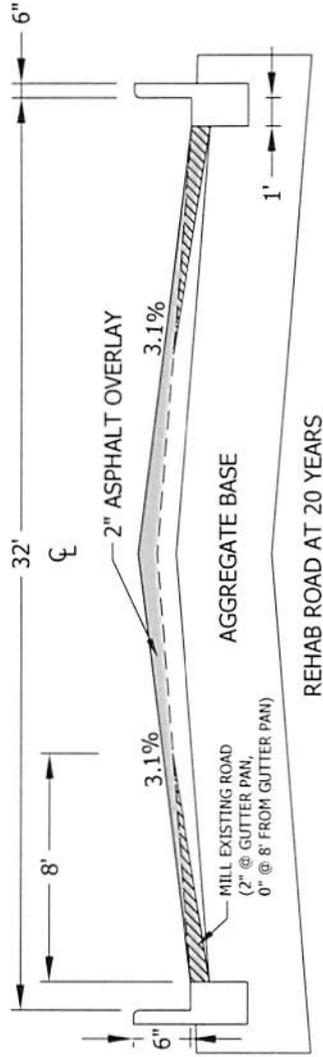
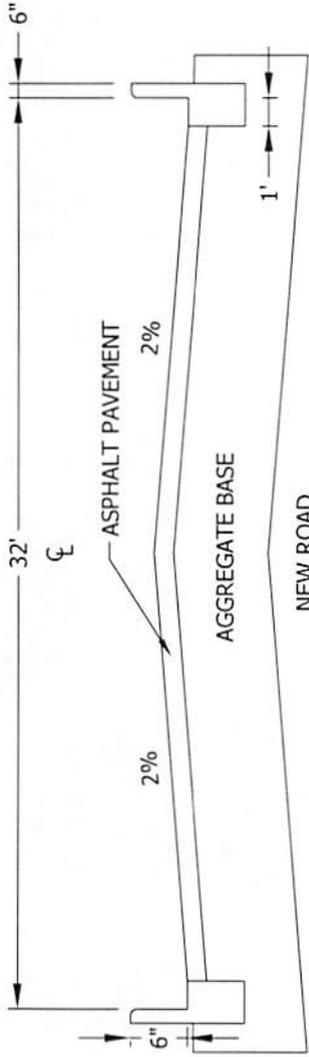
A handwritten signature in black ink that reads "Kevin Kimmes".

Kevin Kimmes, P.E.
Associate
Phone: (262) 888-3706
Kevin.Kimmes@stantec.com

Attachment: Design Exhibit for Street and Alleys

C.

kk document2

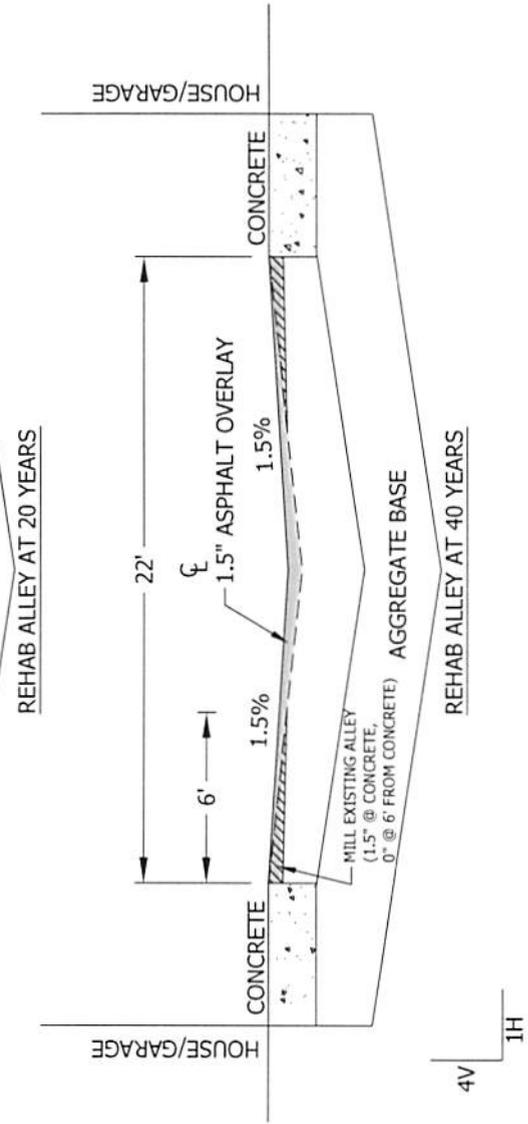
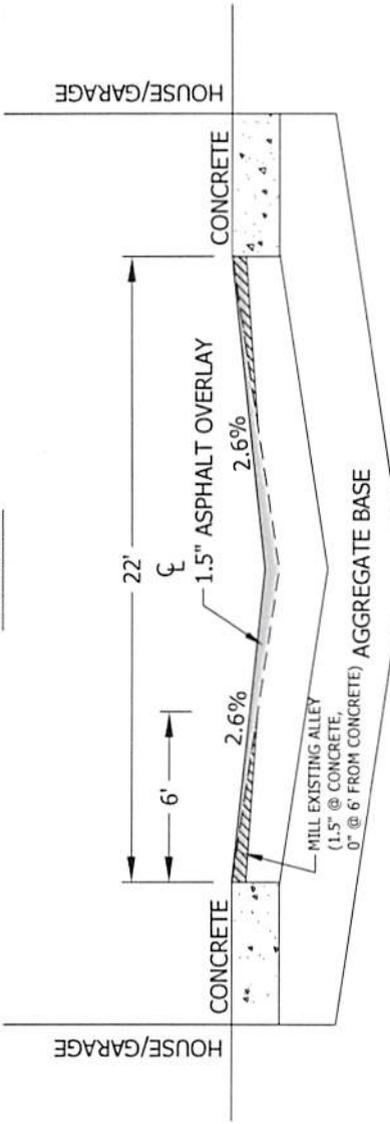
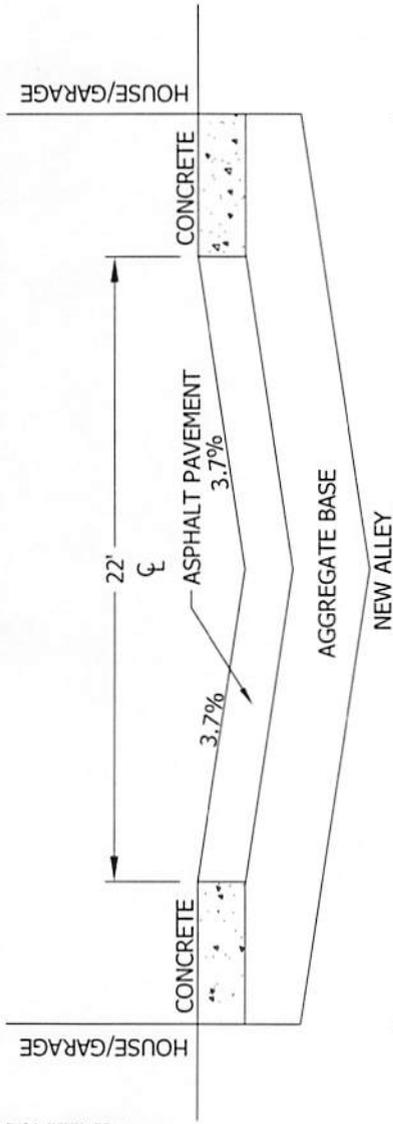


4V | 1H

Plot Date: 11/13/2014 10:56am
 Drawing Name: C:\Users\lamesh.Duhal\Shorewood\Shorewood.dwg
 User: lamesh

60+ YEAR DESIGN FOR STREETS

VILLAGE OF SHOREWOOD



Plot Date: 11/12/2014 - 10:04am
 Drawing Name: C:\Users\james1\Desktop\Shorewood\Shorewood.dwg
 User: James

60+ YEAR DESIGN FOR ALLEYS

VILLAGE OF SHOREWOOD

Professional

Engineering

Services

2017 Alley Resurfacing Project

Proposal

Village of Shorewood,
WI

November 16, 2016





Strand Associates, Inc.®
126 N. Jefferson Street, Suite 350
Milwaukee, WI 53202
(P) 414-271-0771
(F) 414-271-8312

November 16, 2016

Leeann Butschlick
Director of Public Works
Village of Shorewood
3801 N. Morris Boulevard
Shorewood, WI 53211

Re: 2016 Alley Resurfacing Project

Dear Ms. Butschlick:

On behalf of Strand Associates, Inc.®, thank you for the opportunity to submit the following proposal for the 2017 Alley Maintenance Project. We have assembled a qualified team of engineers that will be an excellent fit to serve the Village of Shorewood. The following features of our firm have enabled us to successfully meet the needs of other similar projects:

- **More than 70 years of service signifies our organizational strength and commitment to quality.**
- **Attention to detail during design phase minimizes change orders, delays, and resident complaints during construction.**
- **Proactive approach results in a successful project completed on time.**
- **Clear understanding and history with the Village generates an accurate fee.**
- **Key project team members' experience with the Village provides understanding of expectations, which reduces Village effort.**
- **Community appreciation of staff efforts is proven by past and related successful projects.**

Transmittal Information:

Philip Bzdusek, Ph.D., P.E., Project Manager
126 North Jefferson Street, Suite 350 | Milwaukee, WI 53202
Phone: 414-271-0771/Fax: 414-271-8312 | E-mail: Phil.Bzdusek@strand.com

We look forward to working with the Village on this project. If there are any questions about this proposal, please call.

Sincerely,

STRAND ASSOCIATES, INC.®

Philip A. Bzdusek, Ph.D., P.E.

P160.987/PAB:krv



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Firm Profile

More Than 70 Years of Service Signifies Our Organizational Strength and Commitment to Quality

Celebrating our 70th anniversary, Strand Associates, Inc.® has been providing exceptional civil and environmental engineering services to our clients since 1946. We attribute our organizational strength to our talented engineers, effective management, and, most of all, commitment to nurturing long-term client relationships.

Our Corporate Mission states that we are *dedicated to helping our clients succeed through excellence in engineering*. In accordance with this mission, we are continually expanding our staff and service offerings to broaden our base of experience and knowledge so that we can provide more creative and comprehensive solutions to meet the continually evolving needs of our clients.

Our areas of specialization include civil and municipal engineering; stormwater management; water supply engineering; wastewater treatment and conveyance engineering; transportation engineering; electrical and HVAC engineering; building/facility engineering, architecture, and sustainable design; aviation; natural gas distribution; wetland delineation, mitigation, and restoration; ecosystem study and restoration; GIS and mapping; land development; construction observation; and financial assistance services.

To efficiently serve our national client base, we have 11 offices throughout the country, including offices in Madison and Milwaukee, Wisconsin.

Reliable Consulting Service Has Cultivated Long-Standing Client Relationships

Our clients rely on us as a partner in addressing their engineering and science needs. We develop and maintain long-standing affiliations, many extending into several decades of service. For some clients, we serve as appointed engineers and are active committee members; for others, we serve as specialty consultants to their in-house staff on an as-needed basis. With all of our clients, our service is flexible and tailored to their needs.

We understand the value our clients place on *consistency* of personnel and *continuity* in project development. Accordingly, we expend every effort to make sure that the team initially chosen is involved with a project from beginning to end.

High Level of Service Made Possible Because of Dedicated, Results-Oriented Staff

Clients find reassurance in the fact that each of our engineers is supported by the expertise of a multidisciplinary engineering firm. This approach enables use of all our firm's resources while maintaining the personal involvement associated with a single point of contact; a person who has been trained to provide assistance through planning, design, and implementation.

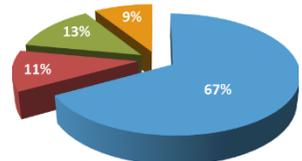
Only with solid management practices could a company in this industry establish such an impressive tenure. We are owned and operated by our active engineering staff.

Our expert staff of 380 employees represents the academic backgrounds and experience of all disciplines normally necessary to successfully complete a project. More than 60 colleges and universities are represented on our staff. Our engineers have an average of more than 10 years of experience and the majority are licensed or have advanced degrees.



Our Milwaukee office.

Our commitment to long-term client relationships is a major factor in our success.



- Professional Engineers/ Specialists
- Other Professionals
- Technical Support
- Administrative Support



Project Understanding and Approach

Attention to Detail During Design Phase Minimizes Change Orders, Delays, and Resident Complaints During Construction

Project Understanding

The Village has developed an Alley Maintenance program for 2017 that consists of the design of four alleys with construction of one to four alleys depending on the amount of available funding. This is the first year of this program and it is critical that design and construction are well executed.

The four alleys being considered are:

- A. 320 feet of alley between N. Larkin St. and N. Newhall St. south of E. Kensington Blvd.
- B. 1118 feet of alley between N. Marlborough Dr. and N. Wildwood Ave. from N. Wilson Dr. to E. Congress St.
- C. 1482 feet of alley between N. Wildwood Ave. and N Alpine Ave. from N. Wilson Dr. to E Congress St.
- D. 818 feet of alley between N. Olsen Ave. and E. Olive St. from Wilson Dr. to N. Ardmore Ave.



Significant cracking and pavement deterioration necessitating reconstruction can be easily seen.



Alley	Length (Lineal Feet)	Estimated Reconstruction Cost
A	320	\$70,000
B	1,118	\$220,000
C	1,482	\$300,000
D	818	\$160,000
Total	3,738	\$750,000



The alleys range from 14 to 20 feet wide, and fall on the PASER rating scale of 1-2, which is considered failing. All of the alleys currently planned for the 2017 Alley Maintenance Program show significant signs of deterioration. Specific Alley Reconstruction design elements include the following:

- Replace alley pavement and garage approaches as required
- Replace alley base
- Coordinate with Utility companies
- Replace storm sewer and inlets within project corridor (very few locations)
- Review green infrastructure opportunities in the project corridor

Design services will consist of:

- Conducting a project kickoff meeting, project status meeting, and public information meeting.
- Providing topographic survey of village right of way within the project corridor, including sufficient data to cut cross sections at each garage approach.
- Developing design drawings and specifications for full reconstruction of alleys utilizing a 5-inch pavement thickness and 8 inches of aggregate base.
- Completing storm sewer design for limited amount of storm sewer in alleys.
- Evaluating feasibility of incorporating green infrastructure into the design and available funding sources. If feasible, incorporating green infrastructure into the design.
- Completing necessary permit applications.
- Assisting Village in obtaining the services of the Geotechnical Engineer to obtain soil borings.
- Preparing and printing three sets of contract documents for signature, five sets for contractor use, and three sets for Village use.
- Preparing an opinion of probable construction cost.
- Preparing advertisement to bid for publishing. Project documents will be available via Quest.
- Managing distribution of contract documents and preparing recommendation of the selected contractor.



Project design will protect resident property such as retaining walls.

In addition to the above tasks, we will communicate with the Village regularly as design issues and questions arise.

Project Approach

We understand the 2017 Alley Maintenance program is the start to a long-term program and having a well-executed project for future years to model is critical. The alley corridors are challenging spaces to reconstruct because of the proximity of utility poles, retaining walls, garages, etc. During construction, residents will be inconvenienced when their access to garages and parking is limited. Our design will focus on addressing the above challenges and minimizing disruption to residents. Below are specific project challenges we will address during design.

Construction Restraints

Resident Property

Because of the nature of the project, alley reconstruction will be adjacent to resident property such as retaining walls and garages. Our design will include construction details to protect property while constructing the project. Where retaining walls are adjacent to the alley, we may be required to pull permits for the retaining wall construction to obtain additional details to complete an analysis. Our survey will include sufficient data to allow evaluation of each garage approach so proper grades into and out of the garage can be designed. In some situations, removal of driveway approaches will likely be required to improve drainage while maintaining proper slopes.



Early coordination with Utility companies will be necessary to develop a plan to protect utility poles within project site.



Utility Coordination

Utility poles are located throughout the project corridor within the pavement and alley base planned for removal. We have had discussions with Utility companies, and they indicated that they would prefer to sequentially work their way from pole to pole, excavating and backfilling around one pole at a time while holding the pole where the work is occurring.

Drainage Improvements

Typically, pavement deteriorates because of poor soils beneath the pavement and/or poor drainage. Our design will focus on improving drainage throughout the project corridor while maintaining appropriate slopes on the garage approaches to avoid cars from “bottoming out” when pulling into and out of the garages.

Subgrade Improvements

As mentioned above, pavement deteriorates due to poor soils. Based on our past experience in the Village, clay soils are prevalent throughout the village. We will assist the village in obtaining the services of a geotechnical engineer to complete soil borings throughout the project corridor to evaluate the condition of the soils. Since the alleys have heavy vehicle traffic (such as garbage trucks), poor soils will likely require removal and replacement. Our project will include a quantity for removal of poor soils.

Resident Access

The proposed project will have a significant impact on residents whose homes utilize the alleys. This includes a mix of single-family and multi-family residences. As a part of the design process, we will work with the Village to address concerns and add specific requirements to the contract documents to minimize access impacts. Having a well thought out design is critical to keeping the project on schedule and avoiding delays during construction while waiting for decisions to be made on items that could have been addressed during design.

We will utilize the public informational meeting to inform residents of the planned activities and address any stakeholder comments.

Communication with Stakeholders

We have gained significant experience in responding to and engaging stakeholders from some of our other projects for the Village. While this project may not have the same level of public involvement, our experience will prove to be an asset to the Village. Our approach is illustrated through a process where the goal is to inform, consult, involve, and collaborate to provide best-fit solutions. We will use this as our foundation for engaging stakeholders.

The first task is working with the Village to identify key stakeholders and define an appropriate level of stakeholder involvement. We envision that the large number of residents utilizing the alley will warrant a public meeting. At the meeting, we will bring aerial exhibits of the specific alley corridor to gather information from the stakeholders. We will discuss existing problems they are experiencing, such as driveway bottoming out with their vehicles, insufficient stormwater management, etc. From these meetings, we will incorporate comments into our design. It will also be important to communicate with emergency services to notify them of the impending construction and to see whether there are any constraints within the alleys that must be taken into consideration.

Sustainability Opportunities

We realize the Village of Shorewood is always looking for opportunities to enhance the sustainability (green infrastructure) of its infrastructure while improving water quality in Lake Michigan and the Milwaukee River. We have reviewed soil borings from the Basin SH50001 Street and Utility Improvements, the 2016 Road Reconstruction Program, the 2016 Street Reconstruction, and the Combined Sewer Improvements Program, indicating that much of the village is underlain by clay soils.



Many single-family and multi-family residents require proactive public involvement.



These types of soils do not easily allow infiltration of stormwater and reduce the opportunities for green infrastructure. One potential option to reduce runoff and reduce peak flows is to utilize permeable pavement within the alleys. Permeable pavements are an alternative to traditional concrete or asphalt paving that allows rainfall and stormwater to percolate through the paved surface and reach the soil below, providing a means for stormwater management on-site through infiltration. The effectiveness of permeable pavement systems is largely attributed to the design and maintenance of the system. Permeable pavements are not applicable in all instances that traditional concrete or asphalt applications are used, but through careful planning and design, can be installed as effective best management practices that can reduce peak flow rates and volumes of surface runoff.

We understand the Village does not have equipment to plow an inverted crown cross section so a traditional green alley would be difficult to maintain. Alternate options will be discussed and evaluated if determined to be feasible for the types of maintenance equipment owned by the Village.

Potential funding for green infrastructure features is available through the Milwaukee Metropolitan Sewerage District and the Fund for Lake Michigan. **We have not included costs for securing funding in our project cost.**



Traditional asphalt pavement can be seen on the left while porous asphalt can be seen on the right.



Project Schedule

Our Proactive Approach Results in a Successful Project Completed On Time

We understand the Village’s desire to have the 2017 Alley Maintenance Project design completed and advertised for bids by early 2017. We will proactively communicate and coordinate the work with project stakeholders, Utilities, and agencies to avoid delays.

The project team was selected based on both the skills required and the availability to provide excellent service. We utilize a firm-wide scheduling system that is updated monthly by every Project Manager. This system allows us to accurately identify our current and projected workload. Key staff can be committed to this project with the assurance they have the necessary availability.

Project Schedule	
Kickoff Meeting	Week of December 5, 2016
Project Survey	Week of December 5, 2016
Design Review Meeting	Week of January 9, 2017
Public Information Meeting	TBD
Project Advertisement	Early February 2017
Bid Opening	Late February 2017
Construction Award	March 2017



Key Personnel

Key Project Team Members' Experience With the Village Provides Understanding of Expectations, Reducing Village Effort

We have dedicated four key staff to the project. Our local presence allows us to quickly and cost-effectively field-verify design questions and meet with Village staff. **Phil Bzdusek, Ph.D., P.E.**, will serve as Project Manager and attend all meetings, including the public informational meeting. Pat Rank will serve as the Quality Control Engineer. Colin Doherty and Andrew Toay will be project engineers for the design effort. (Refer to the *Cost Spreadsheet* for a summary of the proposed staffing hours.)

Our entire project team has been part of successful design and construction projects for the Village.

Members of our project team have worked together effectively in the past and will serve as an excellent resource for the Village of Shorewood. In addition to the project team's unique combination of experience, knowledge, and credentials, we are committed to working closely with staff to address the Village's needs and to make this project a success.



Project Manager

Philip A. Bzdusek, Ph.D., P.E., has more than 11 years of design and project management experience and is completing construction administration services for the Village of Shorewood for the 2016 Road Reconstruction Program and the 2016 Combined Sewer Improvements Program. In addition, Phil served as project manager for the Village of Shorewood Basin SH5001 Street and Utility Improvements project, and 2016 Road Reconstruction Program design, which is similar to the 2017 Alley Reconstruction Project. Phil has also served as lead project engineer/designer for several street and utility projects, including the Village of Jackson Sherman Road Interceptor and Water Main, Village of Menomonee Falls Stanley Drive Infrastructure Improvements Project, Village of Bonduel State and Washington Street Reconstruction. Phil understands the role of providing project management services and will work with his staff to deliver a successful project.



Phil will serve as the Village of Shorewood's point of contact.



Proposed responsibilities include project management, primary point of contact for the Village involving design services, and attending public meetings. Phil's experience working with the Village makes him a great asset to the 2017 Alley Maintenance Program.

Quality Control Engineer

Pat J. Rank, P.E., has more than 22 years of municipal engineering experience, including utilities, streets, alleys, highways, and streetscape improvements. Recent projects include the 2016 Road Reconstruction Program, Village of Shorewood, Basin SH5001 Street and Utility Improvements Project, Village of Shorewood reconstruction of 2nd Street in New Glarus, reconstruction and rehabilitation of Observatory Drive on the UW-Madison campus, reconstruction and rehabilitation of Wyman Mall on the UW-Whitewater campus, and Phases II and III of the water main improvements for the Algoma Sanitary District No. 1. These projects included many similar tasks to those necessary for the 2017 Alley Maintenance Program.



Pat will provide quality control for the project.

Project Engineer

Colin R Doherty, P.E., has 8 years of design and construction experience on various municipal and highway projects throughout Wisconsin and will assist in the design of the 2017 Alley Maintenance Program. Colin recently served as the Resident Project Representative for the 2016 Road Reconstruction Program and the 2016 Combined Sewer Improvements Program. In addition, Colin also served as the lead designer on the Northwestern Avenue Reconstruction project in Racine, Wisconsin which contained a wide variety of urban reconstruct challenges. His knowledge of the village combined with his construction and design experience allows him to identify and resolve issues early in the design phase.



Colin will aid in design and coordination with Village staff and residents.

Because of the large number of residents who utilize the alleys, good communication with the public will be vital to delivery of a successful project. Colin's past experience working with Village staff and residents will be a valuable asset in this regard.

Project Engineer

Andrew E. Toay will assist throughout the project, providing staff engineering services, surveying, and construction management. Andrew has worked on a variety of utility and roadway projects, including the 2016 Road Reconstruction Program in the village of Shorewood; 22nd Street Reconstruction in Mt. Pleasant, Wisconsin; City of Oak Creek South 5th Avenue reconstruction; utility design for the City of Bayfield; and roadway design of US 51 near Madison, Wisconsin. Andrew has experience in many parts of the design process, including design, drafting, plan preparation, and cost estimation.



Andrew will aid in design and public coordination.

No Subconsultants Results in Improved Project Coordination, Quality, and Efficiency

We propose no subconsultants and will provide all engineering services from one office location, resulting in improved project coordination, quality, and efficiency.



Firm Experience

Community Appreciation of Staff Efforts is Proven by Past and Related Successful Projects

Reflecting back on more than 70 years of operation, we understand that it is the confidence our clients place in us that has made us successful.

2016 Road Reconstruction Program – Shorewood, WI

The 2016 Road Reconstruction Project corridor included design of approximately 3,550 linear feet of roadway reconstruction in a residential neighborhood with a mix of single-family and multi-family residences. The corridor was desperately in need of reconstruction due to deteriorating pavement. As part of this project we designed a new vertical profile to improve drainage, added catch basins at strategic locations in the corridor, and designed pedestrian ramps to meet ADA requirements. The roadway reconstruction project included approximately 1,100 feet of milling and overlaying, storm sewer replacement, 2,700 feet of 6-inch water main replacement, and replacement of 51 water service lines. Our clear and detailed design documents resulted in very competitive bidding, with the low bid cost matching our estimated cost. Change orders during design were very low and within the project budget.

Our firm also had the opportunity to serve as Resident Project Representatives (RPR) for the construction phase. Phil Bzdusek was Project Manager and primary point of contact for the Village. Phil also responded to contractor requests for information, reviewed pay requests, attended progress meetings, issued change orders, and reviewed shop drawings. Phil communicated frequently with residents and the Village to coordinate activities, such as residents moving or remodeling around construction activities.

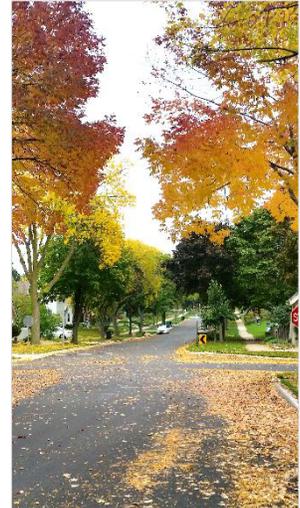
Colin Doherty was Resident Project Representative and ensured contractor adherence to specifications, tracked quantities, and communicated with residents. Due to good communication with the Village and contractor, field obstacles were smoothly resolved, leading to the project being completed on time and budget. Resident communication was a key factor in successful project delivery as resolving resident issues and keeping residents informed of upcoming construction operations lead to minimal access issues.

Basin SH5001 Street and Utility Improvements – Shorewood, WI

In July 2010, the Village of Shorewood suffered catastrophic property damage from historic rainfall events, which caused widespread flooding and basement backups. In response, the Village hired our firm to complete preliminary engineering for sanitary sewer improvements in Basin SH5001. We were subsequently hired to complete detailed design and provide construction observation services for the recommended improvements.

Final design was based on the recommended alternative from the preliminary engineering report and included installation of 2,050 feet of 18-inch-diameter sewer, some at depths greater than 20 feet; 865 feet of 15-inch sewer; 95 feet of 12-inch sewer; and 810 feet of 8-inch sewer. The project included two relief structures to protect residents from basement backups.

Approximately 685 feet of 19- by 30-inch horizontal elliptical storm sewer was installed to provide additional storm sewer capacity in an area subject to localized flooding. As part of the design, all catch basin structures and clay inlet leads were replaced. The project included full road reconstruction of East Olive Street along the project corridor and resurfacing of North Newhall Street, also in the project corridor. Phil Bzdusek served as Project Manager for construction administration, working with the Village’s representative to complete construction. Phil’s role included attendance at the preconstruction meeting, select shop drawing review, and responding to contractor and Village representative questions.



East Beverly Road reconstruction project.



Project design provides functional and aesthetic value to the Village.

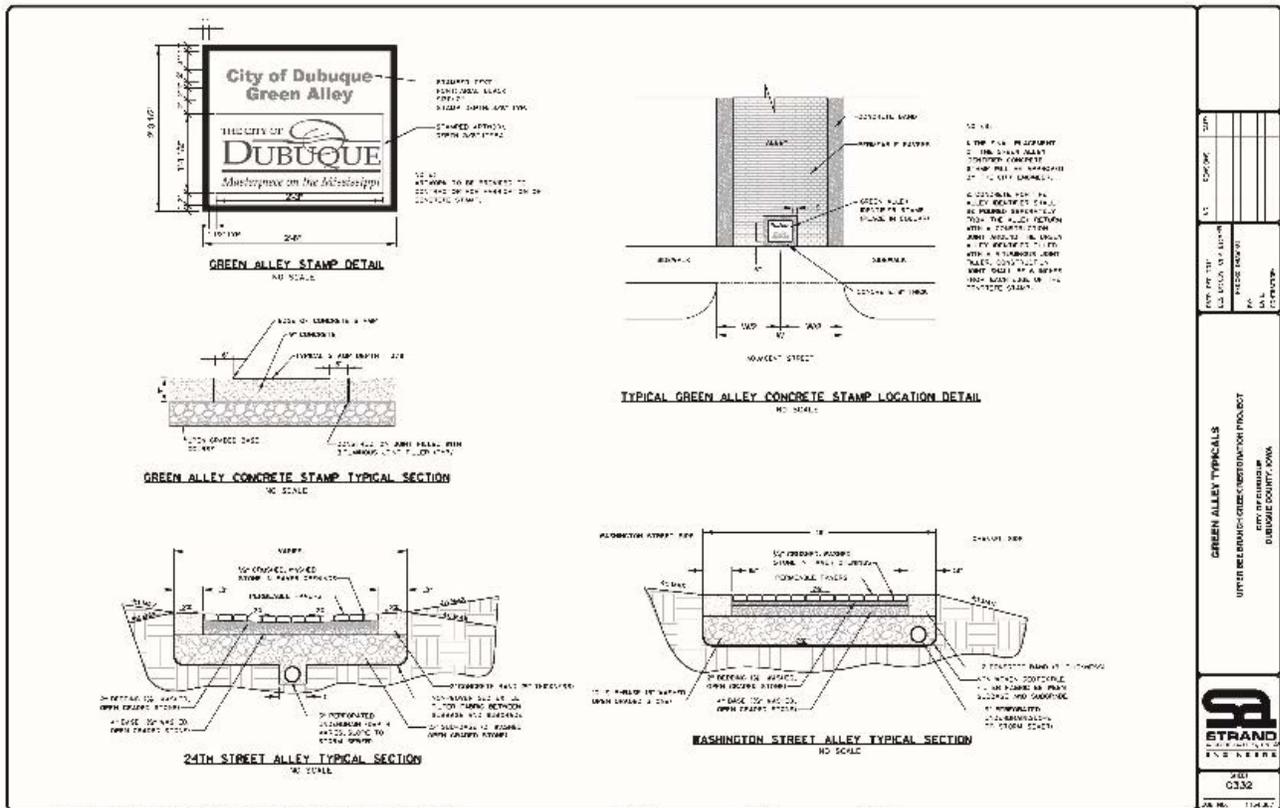
Alley and Lane Improvement Projects – Monee and Lemont, IL

We provided design and construction observation services on several small pavement reconstruction projects in alleys and lanes for the Villages of Lemont and Monee. In general, these projects have addressed rehabilitation or improvement of roadway sections serving rear-yard garages and in some cases main entryways for residential homes. In most cases, drainage for the pavement is very poor, resulting in accelerated pavement deterioration.

The projects have focused on improvements to drainage along with the actual pavement and the usability of the roadway for the property owners. Inverted crowns and new storm sewer extensions have been designed to provide positive drainage.

Upper Bee Branch Creek Restoration & Green Alleys – Dubuque, IA

The City of Dubuque has invested nearly \$179 million for a 12-phase, 20-year infrastructure initiative to address severe and frequent flash flooding in the Bee Branch Watershed. As part of this overall initiative, we were hired to develop plans for the Upper Bee Branch Creek Restoration project. This project involves daylighting an existing culvert to an open channel creek and using stormwater-quality features such as green alleys, bio-retention basins, and stormwater separators to promote sustainability in addition to flood mitigation. The green alleys provide a pervious surface that will reduce runoff and allow stormwater to infiltrate into the existing soil.



Multiple alleys were involved in the project in order to address the severe and frequent flash flooding.

We have currently designed three alleys, adjacent to the proposed creek corridor, comprised of permeable interlocking concrete pavers that will reduce runoff, recharge groundwater, filter pollutants, and reduce the amount of debris accumulation in the stormwater system and creek.



Louisville MSD Green Demonstration Project for CSO Control, Magnolia Alley Infiltration Trench – Louisville, KY

The intersection of Ormsby Avenue and Magnolia Alley located in the Old Louisville neighborhood had experienced recurring flooding over the years due to the combined sewer system being under capacity. During an extreme rain event in August of 2009, several feet of water filled the intersection, flooding multiple businesses and parking lots. As a result, the Old Louisville Neighborhood Association and Louisville Metropolitan Sewer District commissioned our firm to determine a solution for the problem.

Since the flooding was a result of a downstream combined sewer system backup, adding capacity to the system locally would have no impact on the future flooding. Therefore, we investigated the use of infiltration techniques rather than traditional conveyance to provide additional capacity for stormwater at this location. The low point at the Ormsby/Magnolia intersection is the outfall for stormwater coming from both directions along Magnolia Alley. Two AT&T utility duct banks were located within the alley, restricting the available storage space and presenting unknown challenges regarding their location and depth.

With the use of vacuum excavations to determine their exact location, we designed a drainage system running the length of the alley which would intercept flow along the pavement and transfer it to an infiltration trench located between the utilities in the middle of the street. The infiltration trench, positioned beneath the pavement, was able to capitalize on the high infiltration rates exhibited in this area to store and remove water at its source prior to collecting at the low point of the intersection.

The project also replaced deteriorating inlets at the Ormsby/Magnolia intersection and upgraded the sidewalk ramps with detectable warnings to meet ADA requirements. Ultimately, the project has been able to significantly reduce the frequency of flooding by removing nearly 2 million gallons of stormwater from the combined sewer each year at a cost of just 12 cents per gallon.



The trench was constructed under the asphalt pavement and patched with new inlets along the edge of the pavement.



All intersection sidewalk ramps were upgraded to meet ADA compliance with detectable warnings.



Project Cost

Key Project Team Members' Experience with the Village Provides Understanding of Expectations, Reducing Village Effort

The *Project Cost* spreadsheet is on the following page.

The proposed cost of our services reflects the level of service that this project requires for the Village to provide proper village-wide benefit. Furthermore, delivery of a quality design results in tighter bid results (i.e., the contract documents are more clear so the contractor doesn't include as much contingency), fewer change orders during construction, and fewer design changes during construction, which results in an overall lower project cost. Selecting an engineering firm with a lower cost generally indicates the firm will dedicate fewer hours or experienced personnel to the project, which is reflected by the level of detail included in the plans and specifications. As with previous projects completed for the Village, our compensation will be on an hourly rate basis. If the project requires less effort than anticipated, the Village will realize a cost savings on the project, much like the cost savings that has been realized on previous projects with the Village. This cost reflects the following benefits:

- **Our understanding of village-wide goals is foundational to a successful project.**
- **Our project approach yields thorough design.**
- **Our project team's demonstrated success on similar projects provides confidence that the 2017 Alley Maintenance Program will be handled with expertise.**

We are committed to providing a high quality product at a fair price that provides the best benefit to the Village with the lowest overall project cost. We have calculated a preliminary opinion of probable construction cost of approximately \$750,000 based on past bidding information in the village. Our fee is approximately 6.0 percent of the construction cost, which is very fair for a project of this scope.

Village of Shorewood 2017 Alley Reconstruction Program

Firm Name: Strand Associates, Inc.

Project Staffing						
Name of Key Staff	Phil Bzdusek	Patrick Rank	Colin Doherty	Andrew Toay		
Project Role	Project Manager/ Project Engineer	Quality Control	Project Engineer	Project Engineer	Secretary	Technician
Rate (\$/Hr)*	\$ 135.00	\$ 190.00	\$ 100.00	\$ 95.00	\$ 75.00	\$ 85.00

	Estimated Hours					
Task						
<i>Project Management</i>	24	2	0	0	0	0
<i>Design</i>	40	8	120	120	4	32
<i>Construction Document Preparation and Bid Process</i>	16	4	8	8	20	0
Total	\$ 10,800	\$ 2,700	\$ 12,800	\$ 12,200	\$ 1,800	\$ 2,700

Total Document Reproduction Expenses = \$ 2,000
 Total Compensation**= \$ 45,000

*Rates are adjusted July 1st every year. Above rates are estimates for rates beginning July 2017 and include estimated expenses.

**We have calculated a preliminary opinion of probable construction cost of approximately \$750,000. Our fee as a percentage of construction cost is 6.0%.



Letters of Recommendation

References Will Attest That We Are “*Dedicated to Our Client’s Success Through Excellence in Engineering*”

The letters of recommendation included on the following pages are a tribute to our firm’s approach to providing high-quality, professional engineering services for our clients.

Our Corporate Mission states that we are *dedicated to helping our clients succeed through excellence in engineering*. In accordance with this mission, we are continually expanding our staff and service offerings to broaden our base of experience and knowledge so that we can provide more creative and comprehensive solutions to our clients’ needs.

We have developed and maintained long-standing affiliations, many extending into several decades of service. For some clients, we serve as appointed engineers and are active committee members; for others, we serve as specialty consultants to their in-house staff on an as-needed basis. With all of our clients, our service is flexible and tailored to their unique needs.



Department of Public Works
Engineering Division
Robert F. Phillips, P.E., City Engineer

City-County Building, Room 115
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4751
Fax: (608) 264-9275
engineering@cityofmadison.com
www.cityofmadison.com/engineering

Assistant City Engineer
Michael R. Dailey, P.E.

Principal Engineer 2
Gregory T. Fries, P.E.
Christopher J. Petykowski, P.E.

Principal Engineer 1
Christina M. Bachmann, P.E.
Eric L. Dundee, P.E.
John S. Fahrney, P.E.

Facilities & Sustainability
Jeanne E. Hoffman, Manager

Operations Manager
Kathleen M. Cryan

Mapping Section Manager
Eric T. Pederson, P.S.

Financial Manager
Steven B. Danner-Rivers

January 4, 2016

Subject: East Johnson Street Reconstruction - 2014

Dear Sir or Madam:

Strand Associates Inc. was hired by the Wisconsin Department of Transportation to provide construction oversight of the of East Johnson Street reconstruction project within the City of Madison in 2014. The project was a joint effort between the Wisconsin Department of Transportation and the City of Madison.

Strand's experienced construction oversight team provided excellent construction inspection and oversight services which helped make the project successful. East Johnson Street is a fully developed urban corridor with complicated urban reconstruction challenges. The corridor includes many businesses, large multi-unit residences and single family homes. Strand Associates provided professional interaction with contractors, sub-contractors, businesses and residents throughout the construction process. They listened carefully to stakeholders concerns and were able to deliver solutions that worked for all of the stakeholders. Strand Associates was very responsive to all stakeholders during construction of the project.

We highly recommend Strand Associates to any community with similar needs as an excellent engineering firm to work with.

Please do not hesitate to contact Glen Yoerger of my staff at (608) 261-9177 if you have any questions regarding this project.

Sincerely,

Robert F. Phillips, P.E.
City Engineer

Office of the City Engineer

John C. Rooney, P.E.
Assistant Commissioner of Public Works/
City Engineer



City Hall
730 Washington Avenue
Racine, Wisconsin 53403
262-636-9191
Fax: 262-636-9545

November 6, 2013

Re: Recommendation for Strand Associates, Inc.*

To Whom It May Concern:

I am writing this letter to recommend Strand Associates, Inc.* to fulfill your upcoming need for engineering services. The City of Racine has been working with Strand since 2007 on several complex roadway projects. Although the selection process for each has been competitive, we have continued to select Strand because of their exceptional performance on existing contracts and the innovation and proficiency Strand brings to new projects.

These projects include Northwestern Avenue (STH 38) resurfacing, Durand Avenue (STH 11) reconstruction, Northwestern Avenue (STH 38) reconstruction, and Washington Avenue (STH 20) reconstruction. In total, they comprise over 4 miles and have an estimated construction value of \$25 million. Typical project characteristics include complex intersections, urban cross sections, pedestrian and bicycle accommodations, utilities, drainage, signals, lighting, landscaping, and way-finding. From a technical standpoint, Strand has excelled at developing design solutions that satisfy an array of challenges while meeting the community's needs. Financially, Strand has been very cost conscious by proposing cost-saving alternatives, low energy, and low maintenance solutions where feasible.

From a public involvement standpoint, Strand has been very involved at presenting project concepts in the community and to various boards. These projects traverse communities that have diverse economics, cultures, and land use. Strand has excelled at gaining stakeholder approvals for these projects.

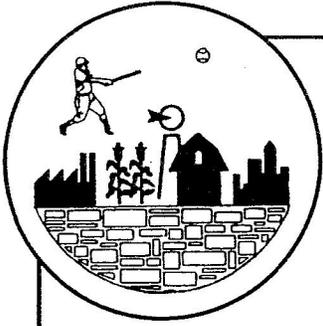
Strand has managed their projects with a high degree of professionalism. I am always confident of the project status and budget. Though all projects encounter unforeseen challenges, Strand has been proactive in addressing challenges and changes and has kept me in a position where I am informed and confident in our collaborative approach.

In summary, I have valued my relationship with Strand and highly recommend them for any upcoming project. Please contact me for any additional information regarding Strand's qualifications.

Sincerely



John C. Rooney, P.E.
Assistant Commissioner of Public Works/City Engineer



Village of Lannon

20399 W. Main Street • P.O. Box 456 • Lannon, Wisconsin 53046 • 262-251-7690

November 6, 2013

Re: Recommendation for Strand Associates, Inc.®

To Whom It May Concern:

I am writing this letter to recommend Strand Associates for your engineering needs. Strand has been an engineering consultant to the Village of Lannon since 2008 and has served officially as our Village Engineer since early 2012. Strand's exceptional performance on individual projects gave our Public Works Committee and Village Board great confidence in hiring them as our Village Engineer.

As Village Engineer, Strand has provided design and permitting services for the ongoing upgrades at the Joeck's Memorial Park and Schneider Park baseball complexes. This included upgrading stadium lighting and new field layouts. Routine services Strand provides are review of developer plans, PASER road ratings, review of quarry blast reports, local road maintenance, right-of-way work permits, proposed utility connections, and all technical issues that come before the plan commission.

Strand continues to provide the Village the experience and depth of resources to perform at a high level on all our engineering tasks. Their response time to Village inquires has been excellent with a return call within hours. I recommend Strand without hesitation to provide engineering services to your organization.

Sincerely,

Dave Nagler, President
Village of Lannon

**VILLAGE OF SHOREWOOD, WISCONSIN
2017 ALLEY MAINTENANCE PROGRAM**

**ENGINEERING SERVICES
WORK ORDER NO. 16-02**

ENGINEER's PROJECT No. 3646.{ }

Project Description:

Design and preparation of construction documents for alley reconstruction in the Village of Shorewood as described in Attachment A.

Engineering Services:

The general provisions of this Contract are enumerated in the Professional Engineering Services Agreement between the VILLAGE and the ENGINEER dated March 3, 2011. The scope of services for this PROJECT is included as Attachment A.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated March 3, 2011. The ENGINEER's fee shall be computed on the basis of their hourly billing rates for time performed plus reimbursement of expenses including travel costs (which total amount for design will not exceed \$45,000).

Submitted by: **Strand Associates, Inc.®**

Approved by: **Village of Shorewood, Wisconsin**

DRAFT

By: _____

By: _____

Name: Matthew S. Richards

Name: _____

Title: Corporate Secretary

Title _____

Date: _____

Date: _____

NOT FOR SIGNATURE

Additional Comments and Conditions:

Schedule:

Services will begin upon execution of this Work Order, which is anticipated the week of December 5, 2016. Services are scheduled for completion in February 2017.

Attachment A Work Order No. 16-02

Project Information:

The PROJECT will provide design services for alley reconstruction and storm sewer for the 2017 Alley Maintenance Program. The program consists of approximately 3,750 feet of total alley reconstruction between N. Larkin Street and N. Newhall Street south of E. Kensington Boulevard, between N. Marlborough Drive and N. Wildwood Avenue from N. Wilson Drive to E. Congress Street between N. Wildwood Avenue and N. Alpine Avenue from N. Wilson Drive to E. Congress Street, and between N. Olsen Avenue and E. Olive Street from Wilson Drive to N. Ardmore Avenue. Storm sewer inlets will be replaced in areas of reconstruction.

Scope of Services:

The ENGINEER will provide the following services to the VILLAGE.

Design Services

1. Attend PROJECT kickoff meeting.
2. Provide topographic survey within the VILLAGE's right-of-way between N. Larkin Street and N. Newhall Street south of E. Kensington Boulevard between N. Marlborough Drive and N. Wildwood Avenue from N. Wilson Drive to E. Congress Street between N. Wildwood Avenue and N. Alpine Avenue from N. Wilson Drive to E. Congress Street, and between N. Olsen Avenue and E. Olive Street from Wilson Drive to N. Ardmore Avenue.
3. Provide design for storm sewer inlets and inlet leads.
4. Provide design for alley reconstruction and driveway approach reconstruction.
5. Correspond with local utilities.
6. Provide an opinion of probable construction cost at completion of the preliminary design and final design.
7. Prepare traffic control drawings.
8. Provide preliminary and final drawings for the VILLAGE's review and comments.
9. Attend one meeting with the VILLAGE to review the preliminary drawings.
10. Attend one public informational meeting with the VILLAGE to review the PROJECT.
11. Prepare a Wisconsin Department of Natural Resources Notice of Intent application.
12. Incorporate VILLAGE standard specifications into PROJECT specifications.

VILLAGE REVIEW

DRAFT

13. Prepare PROJECT specifications and drawings for bidding. The VILLAGE shall require the contractor to name the ENGINEER as additional insured for liability insurance and provide the ENGINEER with the same indemnifications as provided to the VILLAGE.

Bidding-Related Services

1. Provide the VILLAGE with the Advertisement to Bid for publishing.
2. Prepare and electronically distribute Bidding Documents via QuestCDN eBidDoc™ system to prospective contractors and suppliers.
3. Address questions from prospective bidders.
4. Provide addenda as necessary.
5. Attend bid opening.
6. Tabulate and analyze bid results and assist the VILLAGE in the award of the Construction Contract.
7. Prepare three sets of Contract Documents for signature.
8. Prepare five sets of drawings and specifications for contractor use and three sets for VILLAGE use.

Schedule:

The anticipated schedule is summarized below:

	<u>Date</u>
Notice to Proceed	December 2016
Survey	December 2016
Preliminary Documents	January 2017
Final Documents	February 2017
Bidding	February 2017

Service Elements Not Included:

The following services are not included in this Work Order. If such services are required, they will be provided as noted.

1. Additional Design Services: Any services of this type will be provided under a separate work order with the VILLAGE.
2. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to the VILLAGE for securing land rights necessary for proposed improvements will be provided through a separate work order with the VILLAGE.

VILLAGE REVIEW

DRAFT

3. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by the VILLAGE.
4. Public Utility Design Services: Any services of this type will be provided under a separate work order with the VILLAGE.
5. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this this Work Order.
6. Wetland Delineation and Permit Application: Any services of this type will be provided under a separate work order with the VILLAGE.

VILLAGE-Provided Documents:

1. Geographic information system mapping files.
2. Available record drawings for existing utilities.

MEMORANDUM

November 16, 2016

To: Trustee Davida Amenta, Chairperson
Public Works Committee



From: Leeann Butschlick, Director of Public Works

Copy: Village Board
Chris Swartz, Village Manager
Joel Kolste, Assistant Director Public Works

Re: 2017 Sidewalk Program Engineering

Your November 21 Committee and Village Board agendas include discussion regarding the Village's 2017 sidewalk program engineering.

Background

On the reverse, please find an illustration of the Village's Sidewalk Replacement Program schedule. Please recall that this program, administered by DPW, occurs in odd calendar years. As you will note, this year's project is generally in the north central area of the Village.

Sidewalk replacement is currently the only infrastructure improvement for which the Village assesses the cost to the adjacent property. Public walks are assessed at 100% of the replacement cost on the primary frontage and 50% of the cost on the secondary frontage (non-address side) in the cases of corner lots.

In previous programs (2011 and 2013), the DPW utilized student intern/technicians as project inspections. It was determined for the 2015 program that professional inspection and administration would improve the program for residents and The Sigma Group was awarded a professional services agreement for the engineering, administration and inspection duties related to the program. The program generally went well, though staff has identified some changes for more effective implementation and improved customer service.

As in 2015, staff recommends that the cost of the inspection services be incorporated into the square foot assessed cost.

Engineering, Inspection and Administration

Attached please find proposals from The Sigma Group, Clark Dietz and Strand Associates, Inc. to provide the 2017 Sidewalk Program services. Below, please find a summary table:

Firm	Cost	Total Hours	Field/Insp. Hours	Ave. Hourly Cost
The Sigma Group	\$20,880	238	176	\$87.73
Clark Dietz	\$19,900	200	160	\$99.50
Strand Associates, Inc.	\$25,000	239	160	\$104.60

As noted above, The Sigma Group administered the 2015 sidewalk program. A 2008 sidewalk program was administered under contract by Bonestroo and Associates, project managed by Mustafa Emir, then a principal with that firm. Staff is fully confident that both have a good understanding of the requirements of the program and that both proposals adequately address the project scope and any staff concerns.

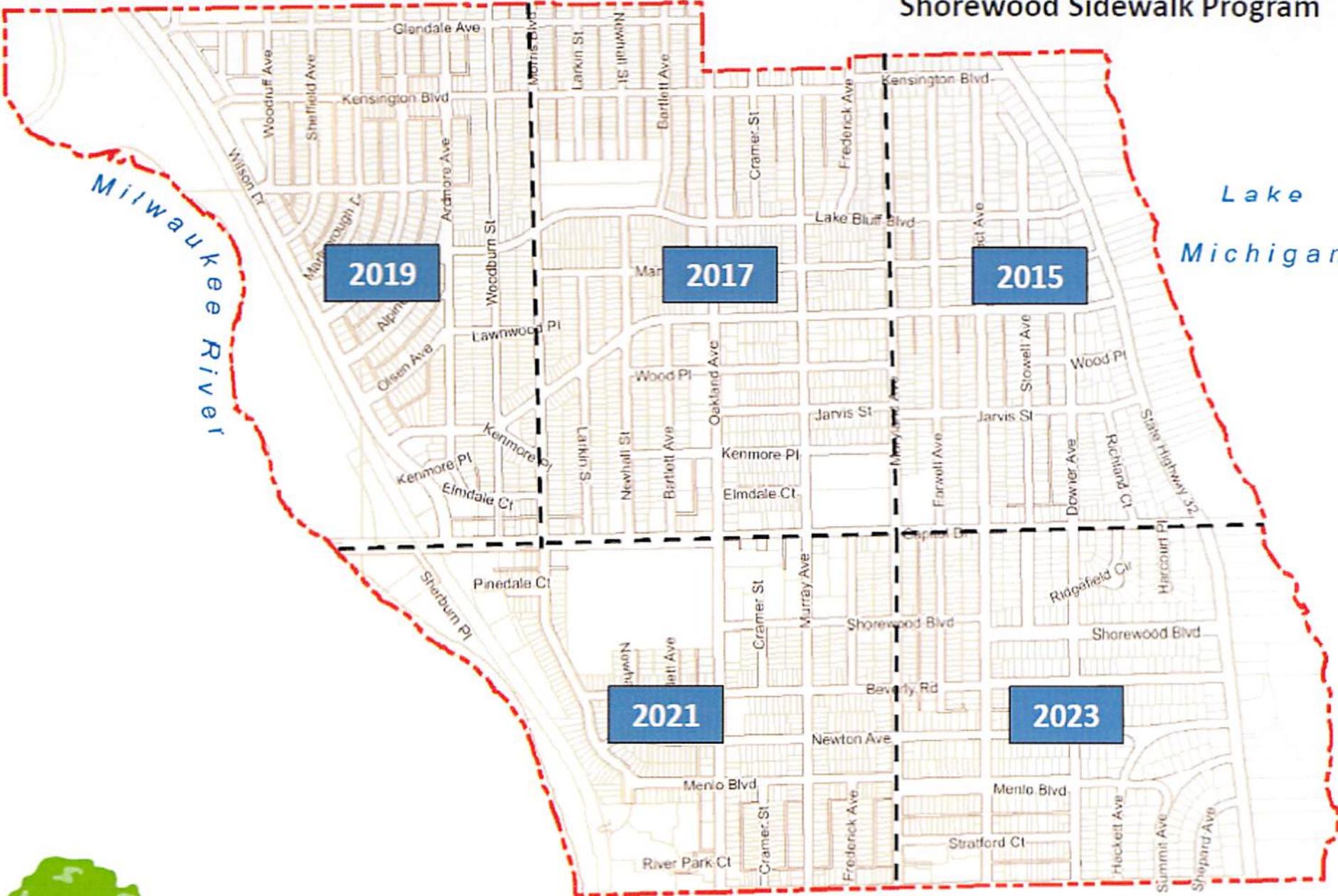
Recommendations

As Clark Dietz's proposed fee is a not-to-exceed total, staff recommends acceptance of this proposal for the 2017 Sidewalk Program.

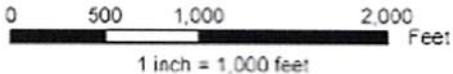
Suggested motion: I move approval of a professional services agreement with Clark Dietz in the amount of nineteen thousand and nine hundred dollars (\$19,900.00) for the 2017 Shorewood Sidewalk Replacement Program.

I will be present at your meeting Monday evening. In the meantime, please contact me at 414-847-2650 or via email at lbutschlick@villageofshorewood.org if you should have any questions regarding this item.

Shorewood Sidewalk Program



Village of Shorewood



November 15, 2016

Project Reference #16590

Ms. Leanne Butschlick
Director of Public Works
Village of Shorewood
3930 N. Murray Avenue
Shorewood, WI 53211

**Re: Village of Shorewood 2017 Sidewalk Replacement Program
Proposal for Program Administration/Oversight**

Dear Ms. Butschlick:

The Sigma Group, Inc. (Sigma) is pleased to submit this proposal to provide professional engineering services for the management and oversight of the Village of Shorewood's (Village) 2017 Sidewalk Replacement Program (Project). This proposal presents our understanding of the Project, scope of work, and fees to provide management and oversight services. Assumptions are listed along with the proposal to identify the scope of services to be provided within the proposed estimate.

Sigma acted as the Village's consultant for the 2015 Sidewalk Replacement Program. Through our experience working with the Village and the residents, we have gained knowledge that will help the project to be completed in a timely and coordinated manner. This program can be challenging and requires significant communication with Village residents, and Sigma is committed to be an active, engaged consultant. Key lessons learned through our experience that will enhance our performance for the 2017 Program include:

- **One primary contact for both sidewalk marking and resident interaction to ensure clear communication between Village and residents.**
- **Preconstruction photos to document existing conditions and other items of concern to residents including irrigation, special pavement, etc.**
- **Detailed scheduling with contractor to ensure that residents know when and if they will not have access to driveways.**

Project Understanding

We understand that the Village inspects, assesses, and replaces public sidewalks in various sections of the Village on a biennial basis. The Project includes the following general tasks:

- Bidding of work to obtain contractor costs (by Sigma)
- Initial sidewalk inspection to identify required replacements (by Sigma)

- Assessment of property owners based on bids received (by Village)
- Assessment letters to be sent to construction (by Village)
- Contracting of work (by Village)
- Construction administration/oversight of contractors (by Sigma)
- Project closeout (by Sigma)

Based on our discussions with the Village and the Shorewood Sidewalk Program Exhibit, the sidewalk replacement is anticipated from North Morris Boulevard to North Oakland Avenue, between East Glendale Avenue and East Capital Drive. An estimated total of sidewalk square footage replacement was not discussed or provided, but for the purposes of this proposal, Sigma will approximate 25,000 square foot (1,000 squares) of public sidewalk. This amount is based on historical quantities of past sidewalk replacement programs and the comparison of past areas versus proposed areas in the Village.

Scope of Work

Sigma is proposing to the construction administration and oversight services for the Project, consisting of the following tasks and activities:

- Bidding Services
 - Preparation of upfront bid documents
 - Invitation to bidders
 - Instructions to bidders
 - Bid form
 - Bidder qualifications form
 - Bid bond
 - Prevailing wage rate determination
 - Preparation of General Requirements
 - Summary of work
 - Measurement and payment
 - Contract close out
 - Preparation of Contract Documents
 - Owner/contractor agreement
 - General contract conditions
 - Supplementary conditions
 - Performance bond
 - Payment bond
 - Preparation of Technical Specifications
 - Earthwork
 - Asphaltic pavement
 - Portland cement concrete sidewalk and appurtenances
 - Landscaping/surface restoration

- Preparation of Typical Details
 - Typical sidewalk details
 - Drive approach details
 - Curb/gutter details
 - Patching details
 - Curb ramp details
 - Carriage walk details
 - Sidewalk stamping details
- Bid Assistance
 - Bid advertisement
 - Pre-bid meeting
 - Respond to contractor questions during bidding/bid addenda
 - Bid evaluation/recommendation
- Construction Administration Services
 - Field marking of sidewalk replacements
 - Pre-construction documentation of conditions using photos
 - Construction kick-off meeting
 - Oversight of removals (part time)
 - Replacement inspection/oversight (part time)
 - Response to citizen questions
 - Daily tracking of quantities
 - Weekly confirmation of contractor quantities
 - Review of contractor progress invoices
 - Issuance of contractor change orders
 - Weekly progress reports to Village
 - Punchlist inspection
 - Final acceptance inspection
 - Issuance of substantial completion documents

Professional Fees

Sigma is proposing to provide our services, as outlined above on a time and materials basis. The fees have been itemized by Bidding Services and Construction Administration Services, as outlined above. Sigma's proposed fees are:

Bidding Services (not-to-exceed):	\$ 3,680
Construction Administration Services (estimate):	<u>\$17,200</u>
Total Estimate Fee:	\$20,880

Because Sigma is close in proximity to the Project, Sigma will not charge the Village for any mileage on the Project.

Sigma's Construction Administration Services fee estimate is based on the following assumptions:

- Sigma will provide part time inspection services (assumed 30 hours per week) during sidewalk removals over an estimated time frame of five weeks
- Advertising fees will be paid directly by the Village

Sigma's proposed rates are:

- Sr. Project Engineer/Project Manager: \$120/hour
- Project Engineer: \$80/hour
- **Company Vehicle Mileage: No Charge to the Village**
- **Personal Vehicle Mileage: No Charge to the Village**
- **Printing: No Charge to the Village (anticipate most transmittals will be electronic)**
- **Shipping/Postage: No Charge to the Village (electronic transmittals or by hand)**

We are looking forward to utilizing our past experience with the 2015 Village Sidewalk Replacement Program and working with you again on this 2017 Village Sidewalk Replacement Program. Should you have any questions or require further definition of the work that has been proposed, please contact us at your convenience. Thank you for your time and consideration.

Sincerely,
The Sigma Group



John Kastner, P.E.
Senior Project Manager



Christopher Carr, P.E.
Civil Engineering Group Leader

Enc.: Contract
Work Authorization

Cc: Bob Peschel, Sigma

Fee Proposal Calculation Sheet - Final
Project: Shorewood 2017 Sidewalk Replacement Program



			Consulting Costs		Total Cost
	Pr. Mngr. \$120	Proj Engr. \$80	Total Labor Costs	Sub-Contracting Expenses	
Bidding Services					
Upfront bid documents	2	4	\$560		\$560
General requirements	1	2	\$280		\$280
Technical specifications	2	4	\$560		\$560
Typical details	2	4	\$560		\$560
Bid advertistement	4		\$480		\$480
Pre-bid meeting	4	2	\$640		\$640
Bid addenda	1		\$120		\$120
Bid evaluation/recommendation	4		\$480		\$480
Task Subtotal	20	16	\$3,680	\$0	\$3,680
Construction Administration					
Notice of award	2		\$240		\$240
Field marking		24	\$1,920		\$1,920
Construction kick-off meeting	2	2	\$400		\$400
Removal oversight	2	60	\$5,040		\$5,040
Replacement oversight	2	40	\$3,440		\$3,440
Response to citizen questions	2	8	\$880		\$880
Review of contractor invoices/quantity confirmation	4	8	\$1,120		\$1,120
Change Orders	2	2	\$400		\$400
Weekly progress reports	4	8	\$1,120		\$1,120
Punchlist inspection	2	8	\$880		\$880
Final inspection	2	8	\$880		\$880
Closeout documents/substantial completion	2	8	\$880		\$880
Task Subtotal	26	176	\$17,200	\$0	\$17,200

Total = \$20,880

THE SIGMA GROUP, INC.
SERVICES AGREEMENT

Project Reference No. 16590

THIS AGREEMENT is entered into on this _____ day of _____ 2016 by and between The Sigma Group, Inc. (hereinafter called "Sigma") and Village of Shorewood (hereinafter called the "Client").

W I T N E S S E T H:

WHEREAS, Client desires that Sigma perform professional consulting services as described in this Agreement; and

WHEREAS, Sigma agrees to perform such services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto agree as follows:

1. Site.

"Site" means the location on which the Services will be performed or to which they relate. The Site is defined in the Work Authorization, which is attached hereto as Exhibit A and is incorporated herein by this reference.

2. Services.

(a) Services. Services mean those services to be performed by Sigma pursuant to Agreement. The scope of the Services is set forth in the Work Authorization. Additional Work Authorizations may be issued pursuant to this Agreement if agreed to by the Parties. Under such circumstances, this Agreement shall be expressly incorporated by reference into each subsequent Work Authorization and the services pursuant to each Work Authorization shall be performed pursuant to this Agreement and the applicable Work Authorization. To the extent any term of this Agreement conflicts with a term of any Work Authorization, then the terms of this Agreement shall control. (b) Standard of Care. Sigma shall exercise that degree of care, skill and judgment that is usually exercised by a professional person or firm in the performance of services similar to the Services at the same time, under similar circumstances and conditions and in the same or similar locality.

(c) Permits and Licenses. Except as required by the scope of Services, Client shall obtain all permits and licenses that are necessary for the performance of the Services. If the scope of Services includes Sigma obtaining on behalf of Client any such permits or licenses, then Client shall fully cooperate with Sigma in obtaining any such permits and licenses. Client shall pay all costs and fees required for such permits and licenses.

(d) Safety. Sigma is not responsible for safety precautions and programs at the Site except as it relates to the Services and then only to the extent of its own personnel.

(e) Regulatory Matters. Except as required by the scope of Services, Sigma will not meet or confer with any member of any federal, state or local regulatory agency concerning the Services without obtaining the prior consent of Client.

(f) Compliance with Law. Sigma shall substantially comply with all laws and regulations, which to its knowledge, information and belief; apply to its obligations under this Agreement. If any change in laws or regulations applicable to the Services after the execution of this Agreement results in a change in the scope of Services, then Client is responsible to Sigma for any increased cost or expense relating to the same.

(g) Warranty. Other than any express warranty contained in this Agreement, Sigma makes no warranty with respect to the Services. All other warranties, express or implied, are hereby disclaimed.

3. Contract Time.

Sigma shall commence and complete the Services within a reasonable time following the execution and delivery of this Agreement or at such later time as otherwise agreed to by the Parties in writing.

4. Alterations of Instruments of Service.

Client agrees that designs, plans, specifications, reports, and similar documents prepared by Consultant are instruments of professional service and, as such, no matter who owns or uses them, they may not under any circumstances be altered by any party except Consultant. Client warrants that Consultant's instruments of service will be used only and exactly as submitted by Consultant. Accordingly, Client shall waive any claim against Consultant, and shall, to the fullest extent permitted by law, indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from unauthorized alteration of Consultant's instruments of service by Client, its employees, agents and contractors. Client also shall compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim. Such compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

5. Compensation and Payment.

(a) Compensation. Client shall pay Sigma compensation for the Services. The compensation shall be based on a fixed fee, time and materials basis based on those rates contained in the Hourly Rate Fee Schedule, which, if applicable, is attached to the Work Authorization, or as otherwise agreed to by the Parties. The method for determining the amount of compensation is prescribed in the Work Authorization. Any proposed charges or time to complete the Services represents only an estimate of the possible charges and/or time required to perform the Services.

(b) Payments. Sigma shall submit progress invoices to Client on a monthly basis showing the Services performed during the invoice period and the charges therefore. Payments shall be due and owing upon Client's receipt of each invoice. Interest of 1% per month shall accrue on any invoice balance not paid within thirty (30) days when due. All payments received will first apply to accrued interest and then principal balances. Client shall be responsible to Sigma for any and all costs Sigma may incur in collecting any outstanding invoices or enforcing any term of this Agreement. Timely and full payments of invoices are of the essence of this Agreement.

6. Change in Services.

Any service performed by Sigma outside the scope of the Services shall constitute an additional service, which, unless otherwise agreed in writing, shall be performed on a time and materials basis. Client may request that Sigma perform services outside the scope of the Services by a written change order. The change order shall set forth the change in services, compensation for the change in services and an extension of time the Services.

7. Site Access, Information and Conditions.

(a) Site Access. Client shall provide Sigma and its consultants, contractors and agents with access to the Site, any facilities located on the Site and any adjacent lands thereto so that Sigma can properly and timely perform the Services. Client shall obtain, at its own expense, any and all permits, licenses, easements, rights-of-way, agreements and permission necessary for such access.

(b) Site and Other Information.

(i) Client represents and warrants that prior to the execution and delivery of this Agreement, Client has supplied to Sigma all information and documents in its possession, custody or control that are material to the Site or necessary for the proper and timely performance of the Services, including, but not limited to: surveys describing the physical characteristics and any legal limitations of the Site; a legal description of the Site; and reports, surveys, drawings or tests concerning the conditions of the Site, including the presence of Hazardous Waste, as defined herein, or the location of subterranean structures and conditions ("Site Information").

(ii) Client shall promptly supply to Sigma Site Information through the performance of the Services if such information or documents become known to Client. Client shall obtain, at its cost and expense, any Site Information as reasonably requested by Sigma if such Site Information is not required to be obtained by Sigma in the scope of Services.

(iii) Client shall give prompt notice to Sigma whenever it becomes aware of any development, event or condition that materially or adversely affects the Site or scope, timing or cost of the Services.

(iv) Client shall cooperate fully with Sigma in the performance of its Services. Client's obligations with respect to cooperation, compliance with laws and obtaining permits, licenses, access and Site Information are of the essence of this Agreement.

(c) Diggers Hotline. Sigma shall contact Digger's Hotline prior to any underground drilling, excavation or intrusion by Sigma. Sigma shall not be liable for damage or injury to any subterranean structures or conditions, or the consequences of such damage or injury, that were not identified by Digger's Hotline or the Client supplied information prescribed in subparagraph (b) above.

(d) Changed Conditions. The discovery of any hazardous or toxic substance, waste, material, pollutant or contaminant included under or regulated by Resource Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") or any other similar federal, state or local law, regulation or ordinance or that would pose a health, safety or environmental hazard ("Hazardous Waste"), concealed physical conditions or underground obstructions, conditions or utilities at or around the Site that were not brought to the attention of Sigma prior to the date of this Agreement, or any subsequently issued Work Authorization, will constitute a materially different site condition entitling Sigma, at its option, to terminate the Agreement (and to receive payment for all Services performed up to and including the date of such termination) or to receive an extension of time to complete the Services in a duration at least equal to the delay caused by such condition(s) and an adjustment in the compensation for the Services in an amount at least equal to the costs and expenses Sigma incurs because of such condition(s).

8. Hazardous Materials.

(a) Presence and Disposal of Contaminated Materials. Sigma is not responsible for Hazardous Wastes that may exist at the Site. Sigma assumes no possession or control for Hazardous Waste that may be present at the Site. Client acknowledges that Sigma has played no part in and assumes no responsibility for generation or creation of any Hazardous Waste that may exist at the Site. Nothing in this Agreement shall be construed or interpreted as

requiring Sigma to assume the status of, and Client acknowledges that Sigma does not act in the capacity nor assume responsibilities of Client or others, as an owner, handler, generator, operator, transporter or arranger in the treatment, storage, disposal or transportation of any Hazardous Waste. Sigma shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated Hazardous Waste, whether directly or indirectly generated from Sigma's performance of the Services hereunder. Client shall be responsible for the disposal of any such waste materials and shall be the named party on any such waste manifests. Notwithstanding anything to the contrary in this Agreement, Client shall defend, indemnify and hold Sigma and its officers, directors, employees, agents, consultants, contractors, successors and assigns harmless from any and all claims arising out of or relating to the presence of Hazardous Wastes at the Site or the treatment, storage, transportation or disposition of the same.

(b) Samples. If samples collected by Sigma or received by Sigma on behalf of Client contain Hazardous Waste, Sigma shall, after testing and analysis, return the samples to Client for final disposal or treatment. Client shall complete all forms necessary and pay all costs for storage, transport and disposal or treatment of samples. Client acknowledges and agrees that Sigma is acting as a bailee and at no time assumes title to such samples.

9. No Third Party Reliance.

This Agreement shall not create any rights or benefits to parties other than Client or Consultant. Client shall not under any circumstances permit such reliance except with Consultant's express written consent. Consultant may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including without limitation, any provision limiting Consultant's liability, (ii) use such information only for the purposes contemplated by Consultant in performing its services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced.

10. Ownership of Instruments of Professional Service.

Plans, specifications, reports, boring logs, calculations, field data, field notes, laboratory test data, estimates, training materials and similar documents and materials (other than samples) prepared by or for Consultant as instruments of professional service are Consultant's property. Consultant shall retain these instruments of professional service for seven (7) years following submissions of final project deliverables, during which period Consultant's instruments of professional service will be made available for Client's review at any reasonable time.

11. Indemnification.

(a) Client shall indemnify, defend and hold Sigma and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to this Agreement, the Site or the Services, but only to the extent caused by Client's breach of this Agreement or the negligence or willful acts or omissions of Client or anyone for whose acts or omissions Client may be liable.

(b) Sigma shall indemnify, defend and hold Client and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to the Services, but only to the extent caused by Sigma's breach of this Agreement or the negligence or willful acts or omissions of Sigma or anyone for whose acts or omissions Sigma may be liable.

12. Limitation of Liability and Waiver of Consequential Damages. To the fullest permitted by law, Sigma's liability under this Agreement shall not exceed the limits of Sigma's insurance.

13. Insurance.

Sigma shall maintain in connection with the Services, until the earlier of the completion of the Services or termination of this Agreement, one or more insurance policies with the following coverage and limits:

Worker's Compensation	Statutory
Employer's Liability:	\$1,000,000 per accident \$1,000,000 per employee (disease)
Commercial General Liability:	\$2,000,000 per occurrence
Bodily Injury and Property Damage: (including Environmental Impairment Coverage or Pollution coverage endorsement)	\$2,000,000 aggregate
Professional Liability Errors & Omissions: (including Environmental Impairment Coverage or Pollution coverage endorsement)	\$2,000,000 limit
Automobile Liability:	\$1,000,000 per occurrence

14. Suspension and Termination.

(a) Client may terminate this Agreement for cause if Sigma breaches a material term of this Agreement and fails to commence and continue action to cure the breach within seven (7) days of Sigma's receipt of Client's written notice of termination, which termination notice shall describe with particularity the breach all other material information relating thereto.

(b) Sigma may suspend the Services, in whole or in part, under any Work Authorization if payment on any invoice is not made in full within thirty (30) days when due or in the event of a Force Majeure condition, as prescribed in Section 15 below. Sigma will return to work within a reasonable time after payment of the outstanding invoice(s) giving rise to the suspension or resolution of the event or cause giving rise to the Force Majeure.

(c) Sigma may terminate this Agreement and any outstanding Work Authorization if (i) the Services under any Work Authorization are suspended for more than thirty (30) consecutive days, (ii) Sigma reasonably believes, in Sigma's sole decision, that Client is withholding information from Sigma, is not cooperating with Sigma or is hindering Sigma's performance of its obligations under this Agreement or is in violation of laws and is not willing to take appropriate or sufficient corrective action, (iii) if a payment on an invoice is not made in full within thirty (30) days when due or (iv) Client breaches a material term of this Agreement. Sigma shall give Client seven (7) days' written notice of Sigma's intent to terminate the Agreement and any outstanding Work Authorization. Client shall have an opportunity to fully cure the alleged condition, default or breach giving rise to the termination within said seven (7) day period.

15. Force Majeure.

Sigma shall not be responsible for any suspension, delay or failure to perform if such suspension, delay or failure is caused by an occurrence beyond Sigma's reasonable control, including, but not limited to, Site conditions, Hazardous Wastes, acts of God,

acts or omissions of Client or anyone for whose acts or omissions Client may be responsible, Client's breach of this Agreement, government or other regulatory orders, changes in the Services, changes in applicable law, war, legal disputes, rebellion, sabotage or riots, theft or floods, weather, fires, explosions, or other catastrophes. Sigma shall be entitled to an extension of time to perform the Services in a duration at least equal to the length of any suspension or delay caused by a foregoing type of condition. Client shall pay Sigma all costs and damages attributable to any suspension or delay not caused by Sigma.

16. Sigma As Independent Contractor.

Sigma, in performing the Services, shall be deemed to be an independent contractor and not an agent or employee of Client.

17. Assignment of Agreement.

Client shall not assign this Agreement in whole or in part without the prior written consent of Sigma, which consent shall not be unreasonably withheld. Any assignment not made in accordance with this Agreement shall be void.

18. Subcontracts.

Sigma may subcontract any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Sigma of any of its obligations to Client under this Agreement.

19. Survival of Obligations.

Obligations of the parties under this Agreement shall survive termination or suspension of the Services or of this Agreement.

20. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and Sigma. There are no third party rights or benefits under this Agreement, except as explicitly noted in this Agreement.

21. Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

22. Notices.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by facsimile, commercial delivery services, in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

23. Governing Law.

This Agreement and any disputes arising thereunder shall be governed by the laws of the State of Wisconsin without giving effect to provisions of law that would result in the application of the substantive law of any other state.

24. Severability.

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

25. Reports and Ownership of Documents.

Upon payment in full to Sigma for all Services, Sigma shall furnish one (1) copy of each report required to be produced by Sigma to Client. Additional copies shall be furnished for the

cost of copying. With the exception of such report(s) to Client, all other documents and information relating to the preparation of the report(s), including, but not limited to, notes, support data, text data, memoranda and other preparation materials are and remain the property of Sigma.

26. Wisconsin Construction Lien Law.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, SIGMA HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO SIGMA, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. SIGMA AGREES TO COOPERATE WITH CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

27. Counterparts.

This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

28. Further Assurances.

Sigma and Client each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the other Party, all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either Party hereto for the purpose of or in connection with consummating the Services described herein.

29. Dispute Resolution.

(a) All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, shall be, at Sigma's sole discretion, subject to binding arbitration. If arbitration is elected by Sigma, then such arbitration shall be held in accordance with, at Sigma's sole discretion, Wis. Stats. Chapter 788 before an arbitrator mutually agreeable to either parties or the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(b) The forum and venue for any arbitration or litigation shall be Milwaukee County, Wisconsin. Sigma's preservation and/or perfection of its lien rights, including the commencement of a foreclosure action relating the same, shall not be deemed a waiver of Sigma's right to arbitration.

(c) In no event shall a demand for arbitration or commencement of litigation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of Services, whichever date shall occur earlier.

30. Testimony.

Sigma agrees that, at the request of Client, the persons performing the Services under this Agreement shall be made available as consultants or witnesses, at 2.0 times the Hourly Rate Schedule, in any litigation, hearing or proceeding to explain or defend, as appropriate, any aspect of methods used by Sigma, or results or conclusions developed in connection with Sigma's Services described in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Sigma and on behalf of Client as of the date first above written.

Firm: Village of Shorewood _____

Signature: _____

Name (please print): _____

Title (please print): _____

Date: _____

THE SIGMA GROUP, INC. _____

Signature: _____

Name (please print): _____

Title (please print): _____

Date: _____

**EXHIBIT A
WORK AUTHORIZATION NO. 1**

Project Reference No.: 16590

This Work Authorization is entered into by and between The Sigma Group, Inc. ("Sigma") and Village of Shorewood ("Client"). This Work Authorization incorporates by reference the Agreement entered into by the Parties dated _____, 2016 (the "Agreement"). The Agreement is hereby amended and supplemented as follows:

Site: Village of Shorewood - 2017 Sidewalk Replacement Program

General Description of Basic Services.

Client hereby authorizes Sigma to perform and complete the following Service(s):

1. Those Services contained in Sigma's proposal dated November 15, 2016, which is attached hereto and incorporated herein by this reference# 16590.

2. _____

Compensation.

1. Bidding Services	\$3,680
2. Construction Administration Services	\$17,200
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
Total	\$20,880

Other Terms. [Insert any other terms specific to the work authorization, i.e., dates of performance.]

1. _____

Firm: Village of Shorewood

Signature: _____

Name (please print): _____

Title (please print): _____

Date: _____

THE SIGMA GROUP, INC.

Signature: _____

Name (please print): _____

Title (please print): _____

Date: _____



October 17, 2016

Ms. Leeann Butschlick
Director of Public Works
Village of Shorewood
3930 N. Murray Ave.
Shorewood, WI 53211

Re: Proposal for Design Services
2017 Sidewalk Program Management

Dear Leeann,

Our Shorewood Service Team proposes to perform the management and public bidding of the 2017 Sidewalk Program within the area bound by northern Village limits, Maryland Avenue, Capitol Drive and Morris Boulevard.

Scope of Work

Task 1- Field Work –

Anticipated Effort: 40 hours

Perform field inspection of all sidewalks for removal/replacement within the 2017 sidewalk project area

1. Mark, measure, and record removal/replacement quantities by address – create digital database.
2. Calculate removal/replacement quantities
3. Generate cost estimate
4. Prepare resident communications and compile address database for those affected. We anticipate that the Village staff will generate and mail letters of information to affected residents.

Task 2- Resident Communications –

Anticipated Effort: 40 hours

1. Field resident questions related to assessment and the project.
2. Provide homeowners with proposed dates for construction.

Task 3 – Sidewalk Construction -

Anticipated Effort: 120 hours

1. Supervise work performed by contractor for removal/replacement of concrete sidewalk
2. Verify quantities of removal/replacement of concrete sidewalk, including saw cutting, handicap ramps, and restoration
3. Generate pay requests as requested by contractor



4. Provide ongoing removal/replacement quantities, including restoration
5. Inspect final product and workmanship
6. Generate final pay request
7. Close out project

Once final field inspections are complete for closeout, we will work with Village staff to enter the field inspection results into the Shorewood Sidewalk software, prepare, and mail the assessment letters to the residents.

Professional Fee

We anticipate that the total level of effort for this project will be 160 hours. We will include language in the bid documents that will compel bidders to complete the job in a condensed schedule to reduce disruptions and maintain project progress through the summer.

The Professional Services Fee for the 2017 Sidewalk Project will be invoiced on an hourly basis and the total fee will not exceed **\$19,900**.

Sincerely,
Clark Dietz, Inc.

Mustafa Emir, PhD, PE
Vice President

PROPOSAL ACCEPTANCE

Guy Johnson, Village President

Date

PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

Village of Shorewood 2017 Sidewalk Program Engineering

This Agreement is by and between

Village of Shorewood (“Client”)

3930 North Murray Avenue
Shorewood WI 53211

and

Clark Dietz, Inc. (“Clark Dietz”)

759 North Milwaukee Street, Suite 624
Milwaukee, WI 53202

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____

Name: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By:  _____

Name: Mustafa Emir, PhD, PE

Title: Vice President

Date: _____

**PART I
SERVICES BY CLARK DIETZ**

A. Project Description

The “Client” is retaining Clark Dietz to perform Engineering services for the 2017 Sidewalk Program in the area bound by northern Village limits, Maryland Avenue, Capitol Drive and Morris Boulevard.

B. Scope

Task 1- Field Work

Perform field inspection of all sidewalks for removal/replacement within the 2017 sidewalk project area

1. Mark, measure, and record removal/replacement quantities by address – create digital database.
2. Calculate removal/replacement quantities
3. Generate cost estimate
4. Prepare resident communications and compile address database for those affected. We anticipate that the Village staff will generate and mail letters of information to affected residents.

Task 2- Resident Communications

1. Field resident questions related to assessment and the project.
2. Provide homeowners with proposed dates for construction.

Task 3 – Sidewalk Construction

1. Supervise work performed by contractor for removal/replacement of concrete sidewalk
2. Verify quantities of removal/replacement of concrete sidewalk, including saw cutting, handicap ramps, and restoration
3. Generate pay requests as requested by contractor
4. Provide ongoing removal/replacement quantities, including restoration
5. Inspect final product and workmanship
6. Generate final pay request
7. Close out project

Once final field inspections are complete for closeout, we will work with Village staff to enter the field inspection results into the Shorewood Sidewalk software, prepare, and mail the assessment letters to the residents.

C. Schedule

Sidewalk Bidding is targeted for March 2017.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State Wisconsin.
2. Mustafa Emir shall be the designated Clark Dietz representative assigned to the Client.
3. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
4. This agreement does not include geotechnical investigations.
5. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
6. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

E. Electronic Data Format

1. The Reports and Drawings for this project will be provided to Client in printed and digital format.
2. Reports will be provided in MS Office and Adobe Acrobat format.
3. Drawings will be provided (if requested by the Client) in AutoCAD format.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Leeann Butschlick, Director of Public Works, Village of Shorewood.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**PART III
COMPENSATION**

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$15,900.
2. The compensation authorized by this Agreement shall include the following:
 - a. Payment for outside consulting and/or professional services performed by a sub-consultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
 - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

1. Timing/Format
 - a. Invoices for Clark Dietz's fee shall be submitted in monthly invoices reflecting the Services completed for that month. Invoices are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
 - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. Billing Records
Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV
EQUAL EMPLOYMENT OPPORTUNITY

WISCONSIN CLAUSE

In connection with the performance of work under this contract, Clark Dietz (hereinafter referred to as the "Consultant") agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to insure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 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. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

The Client agrees that Clark Dietz shall not be liable to a third-party for more than Clark Dietz's fair share of damages or liabilities suffered by the third-party, when those damages or liabilities were caused, in whole or in part, by the Client's negligent acts in connection with the Project, or caused, in whole or in part, by the acts of others for whom the Client is legally liable or responsible.

Neither the Client nor Clark Dietz shall be obligated to pay contribution to the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$210.00
Engineer 8	200.00
Engineer 7	190.00
Engineer 6	175.00
Engineer 5	155.00
Engineer 4	140.00
Engineer 3	125.00
Engineer 2	110.00
Engineer 1	100.00
Technician 6	160.00
Technician 5	130.00
Technician 4	120.00
Technician 3	105.00
Technician 2	85.00
Technician 1	75.00
Clerical	80.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

Vehicles		
Autos		\$0.54/mile
Field Vehicles		\$60.00/day or \$0.54/mile (per agreement)
Survey Van		\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment		\$20.00/hour
GPS Survey Equipment		\$30.00/hour
Nuclear Soils Compaction Gauge		\$50.00/day
CADD Usage		\$20.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")		\$0.10/copy
Color Copies* (8.5"x11")		\$0.50/copy
Color Copies* (11"x17")		\$1.50/copy
Large Format Plotting and/or Copying*		
(12"x18")		\$0.50/sheet
(22"x34" or 24"x36")		\$1.75/sheet
(30"x42")		\$2.50/sheet
(36"x48")		\$3.00/sheet
Large Format Scanning*		
(12"x18")		\$.30/sheet
(22"x34" or 24"x36")		\$1.00/sheet
(30"x42")		\$1.50/sheet
(36"x48")		\$2.00/sheet
Hotels & Motels	}	At Cost
Meals		
Federal Express & UPS		
Public Transportation		
Film and Development		
Supplies		

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and subconsultants will be billed at 110% of actual costs to cover handling and administrative expenses.



Strand Associates, Inc.®
126 N. Jefferson Street, Suite 350
Milwaukee, WI 53202
(P) 414-271-0771
(F) 414-271-8312

November 15, 2016

Ms. Leeann Butschlick
Director of Public Works
Village of Shorewood
3930 N. Murray Avenue
Shorewood, WI 53211

Re: 2017 Sidewalk Replacement Program

Dear Ms. Butschlick:

On behalf of Strand Associates, Inc.®, thank you for the opportunity to submit the following proposal to provide oversight and management of the 2017 Sidewalk Replacement Program. We have assembled a qualified team of engineers we believe will be an excellent fit to serve the Village of Shorewood. Phil Bzdusek will serve as project manager and lead the design/bidding/construction effort. The following features of our firm have enabled us to successfully meet the needs of other similar projects.

- **Our recent construction oversight of the 2016 Road Reconstruction Program and Combined Sewer Improvement projects gives us insight into the Village's construction oversight process and needs.**
- **Overall project savings are realized by attention to detail in design and construction.**
- **Effective resident communication leads to community appreciation as issues are swiftly resolved.**

We have outlined the project understanding, scope of services, project cost, and project schedule in the paragraphs below.

Project Understanding

The Village of Shorewood implements a sidewalk replacement program every other year to identify, assess, and replace failing sections of sidewalk in the village. The square footage of sidewalk replaced in past programs was 42,000 square feet in 2013 and 44,000 square feet in 2015. Due to the 2015 sidewalk replacement limits extending to North Oakland Avenue and spot locations of sidewalk being replaced during the 2016 Street Reconstruction Program and Combined Sewer Improvements project, the anticipated square footage for 2017 will most likely be below the 2013 and 2015 totals. We understand the 2017 Sidewalk Replacement Program will include the following items:

- Initial sidewalk review to identify areas in need of replacement (performed by Village).
- Preparation of bidding documents and details.
- Assessment of property owners based on contractor price and square footage (performed by Village).
- Contracting of work (performed by Village).
- Part-time construction management/observation of contractor work.
- Project final inspection and punch list.

Ms. Leeann Butschlick
Director of Public Works
Village of Shorewood
Page 2
November 15, 2016

The 2017 project encompasses the area north of East Capital Drive, east of North Oakland Avenue, west of North Maryland Avenue, and south of the northern village limits. Sidewalk will be replaced on North Murray Avenue and North Maryland Avenue to a lesser extent because of the limits of the 2015 sidewalk program being extended to North Oakland Avenue and the recent reconstruction of North Murray Avenue and North Frederick Avenue.

Scope of Services

Design- and bid-related services will consist of the following tasks:

- Prepare project specifications, including advertisement to bid, instructions to bidders, agreement, bonds, general conditions, technical specifications, and typical details.
- Conduct review meeting with the Village to discuss project scope and sequencing requirements.
- Advertise project for bid.
- Respond to contractor questions during bidding.
- Prepare addenda.
- Premark sidewalk prior to bid advertisement (performed by Village and engineer)
- Attend bid opening.
- Evaluate bids.

Construction-related services will consist of the following tasks:

- Prepare and attend preconstruction kick-off meeting.
- Field mark sidewalk to be replaced.
- Provide part-time (20 hours/week for 8 weeks) observation services for removal and replacement of sidewalks.
- Prepare weekly status reports.
- Serve as the project contact for residents and contractors and assist the Village in addressing resident concerns.
- Maintain daily records of contractor activities, on-site labor and equipment, and completed quantities.
- Review contractor payment requests and preparing recommendations for project payments.
- Prepare change orders for work outside of the contract.
- Prepare punch list for contractor work still to be completed.
- Conduct final inspection and recommendation for acceptance.

Project Cost

Our proposed fee is \$25,000. Should work progress such that less effort is needed, we will reduce our billings accordingly. For a complete breakdown of the fee, please see the *Project Cost* attachment.

Ms. Leeann Butschlick
Director of Public Works
Village of Shorewood
Page 3
November 15, 2016

Project Schedule

We propose to complete project documents within 8 weeks of notice-to-proceed to allow for advertisement to bid in early 2017.

Transmittal Information:

Philip Bzdusek, Ph.D., P.E., Project Manager
126 North Jefferson Street, Suite 350 | Milwaukee, WI 53202
Phone: 414-271-0771/Fax: 414-271-8312 | E-mail: Phil.Bzdusek@strand.com

We look forward to working with the Village on this project. If there are any questions about this proposal, please call.

Sincerely,

STRAND ASSOCIATES, INC.®



Philip A. Bzdusek, Ph.D., P.E.

P160.988./PAD:krv

Project Cost - Village of Shorewood 2017 Sidewalk Replacement Program

Firm Name: Stand Associates, Inc.
Please identify project: 2017 Sidewalk Replacement Program

Project Staffing			
Name of Key Staff	Philip A. Bzdusek	Project Engineer	Clerical
Project Role	Project Manager	Resident Project Representative	Office Production
Rate (\$/Hr)	\$140	\$85	\$75

Task	Estimated Hours	Estimated Hours	Estimated Hours	
Design and Bidding Services including Design Review Meeting	24	12	10	
Construction Support/Submittal Review	12	0	2	
Prconstruction Meeting, Construction Progress Meeting, and weekly updates	12	Included with RPR Hours	2	
Resident Project Representative (RPR)	0	160	0	
Pay request reviews and Change Order preparation	12	Included with RPR Hours	2	
Communication with Contractors and Residents	6	Included with RPR Hours	0	
Total Hours	66	172	16	
				Total
Total Cost	\$9,200	\$14,600	\$1,200	\$25,000

**VILLAGE OF SHOREWOOD, WISCONSIN
2017 SIDEWALK REPLACEMENT PROGRAM**

**ENGINEERING SERVICES
WORK ORDER NO. 16-03**

ENGINEER's PROJECT No. 3646. { }

Project Description:

Design and construction-related services for the 2017 Sidewalk Replacement Program in the Village of Shorewood as described in Attachment A.

Engineering Services:

The general provisions of this Contract are enumerated in the Professional Engineering Services Agreement between the VILLAGE and the ENGINEER dated March 3, 2011. The scope of services for this PROJECT is included as Attachment A.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated March 3, 2011. The ENGINEER's fee shall be computed on the basis of their hourly billing rates for time performed plus reimbursement of expenses including travel costs (which total amount for Construction Services will not exceed \$25,000).

Submitted by: **Strand Associates, Inc.®**

Approved by: **Village of Shorewood, Wisconsin**

DRAFT

By: _____

By: _____

Name: Matthew S. Richards

Name: _____

Title: Corporate Secretary

Title _____

Date: _____

Date: _____

NOT FOR SIGNATURE

Additional Comments and Conditions:

Schedule:

Services will begin upon execution of this Work Order, which is anticipated the week of December 5, 2016. Services are scheduled for completion in June 2017.

**Attachment A
Work Order No. 16-03**

Project Information:

The PROJECT will provide design services and bidding- and construction-related services for replacement of approximately 42,000 square feet of sidewalk in the area north of East Capital Drive, east of North Oakland Avenue, west of North Maryland Avenue, and south of the northern VILLAGE limits.

Scope of Services:

The ENGINEER will provide the following services to the VILLAGE.

Design Services

1. Attend PROJECT kickoff meeting.
2. Correspond with local utilities.
3. Provide preliminary and final specifications with drawing details for the VILLAGE's review and comments.
4. Attend one meeting with the VILLAGE to review the 50 percent specifications with drawing details.
5. Incorporate VILLAGE standard specifications into PROJECT specifications.
6. Prepare PROJECT specifications with drawing details for bidding. The VILLAGE shall require the contractor to name the ENGINEER as additional insured for liability insurance and provide the ENGINEER with the same indemnifications as provided to the VILLAGE.

Bidding-Related Services

1. Provide the VILLAGE with the Advertisement to Bid for publishing.
2. Prepare and electronically distribute Bidding Documents via QuestCDN eBidDoc™ system to prospective contractors and suppliers.
3. Address questions from prospective bidders.
4. Provide addenda as necessary.
5. Attend bid opening.
6. Tabulate and analyze bid results and assist the VILLAGE in the award of the Construction Contract.
7. Prepare three sets of Contract Documents for signature.
8. Prepare five sets of specifications for contractor use and three sets for VILLAGE use.

Construction-Related Services

1. Provide contract administration Services including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at construction progress meetings, and participation in project closeout.
2. Provide resident project representative part-time observation of construction. In furnishing observation services, ENGINEER's efforts will be directed toward determining for VILLAGE that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the contract Documents. The Director of Public Works for the Village of Shorewood, Wisconsin, will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents.
3. Provide record drawings in paper and electronic format from information compiled from contractor's records. ENGINEER is providing Services only for record drawings based on the records presented to ENGINEER by contractor and VILLAGE. Engineer will not be liable for the accuracy of the record drawing information provided by contractor and VILLAGE.

Schedule:

The anticipated schedule is summarized below:

	<u>Date</u>
Notice to Proceed	December 2016
Final Documents	February 2017
Bidding	February 2017
Begin Construction-Related Services	March 2017
Completion	June 2017

Service Elements Not Included:

The following services are not included in this Work Order. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Work Order.

2. Additional Design Services: Any services of this type will be provided under a separate work order with the VILLAGE.

VILLAGE REVIEW

DRAFT

3. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to the VILLAGE for securing land rights necessary for proposed improvements will be provided through a separate work order with the VILLAGE.
4. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by the VILLAGE.
5. Public Utility Design Services: Any services of this type will be provided under a separate work order with the VILLAGE.
6. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this this Work Order.
7. Wetland Delineation and Permit Application: Any services of this type will be provided under a separate work order with the VILLAGE.

VILLAGE-Provided Documents:

1. Geographic information system mapping files.
2. Available record drawings for existing utilities.
3. Identification of sidewalk requiring replacement.



AT THE EDGE OF THE CITY AND
THE HEART OF EVERYTHING

VILLAGE CLERK'S MEMO

DATE: November 14, 2016

TO: Trustee Ann McKaig, Chair of the Judiciary, Personnel and Licensing Committee
Judiciary, Personnel and Licensing Committee
Village Board

FROM: Tanya O'Malley, Village Clerk/Treasurer

Re: Weights and Measures Assessments

BACKGROUND

Chapter 524 of the Village Code allows the Village to recover the annual Weights and Measures fee paid to the State of Wisconsin by assessing each weighing and measuring device. The State of Wisconsin provides a Weights and Measures Census Report each year, identifying the number of devices in the Village. After receiving this information, the Village Clerk prepares a proposed assessment schedule to be considered by the Village Board.

ANALYSIS

The State of Wisconsin Weights and Measures Census Report for the fiscal year July 1, 2015 through June 30, 2016 indicates 204 weighing/measuring devices in the Village of Shorewood. The Village of Shorewood received an invoice from the State of Wisconsin for \$2,800 for the Weights and Measures service. The 2016 assessment per device is \$13.73, compared to \$20.44 in 2015, at which time 137 devices were assessed.

The amount collected per device will pay the invoice provided for the service. Each of the 20 businesses will pay an additional \$25 license fee to cover the administration of the program and issuance of the licenses.

SUGGESTED MOTION

Move to approve the proposed assessment schedule of Weights and Measures for the July 1, 2015 to June 30, 2016 period.

Village of Shorewood
Weights and Measures Assessments
July 1, 2015 to June 30, 2016

Name	Business Address	Mail Address	# Devices	Assessment Charge	\$25 fee	Total Amt
Amstar	4000 N Wilson Dr	4000 N Wilson Dr	18	\$13.73	\$25.00	\$272.14
Benjamins Deli	4160 N Oakland	4160 N Oakland	2	\$13.73	\$25.00	\$52.46
Spring East d/b/a BP-Pantry 41	1602 E Capitol	1602 E Capitol	24	\$13.73	\$25.00	\$354.52
C.C. Conrad Jewelers	4014 N Oakland	4014 N Oakland	1	\$13.73	\$25.00	\$38.73
Chocolate Factory	4330 N Oakland	4330 N Oakland	2	\$13.73	\$25.00	\$52.46
City Market	2205 E Capitol	2205 E Capitol	1	\$13.73	\$25.00	\$38.73
Colectivo	4500 N Oakland	4500 N Oakland	2	\$13.73	\$25.00	\$52.46
Goody Gourmets	4425 N Oakland	4425 N Oakland	1	\$13.73	\$25.00	\$38.73
Lakeshore Mobil	2521 E Capitol	2521 E Capitol	26	\$13.73	\$25.00	\$381.98
Metro Market	4075 N Oakland	4075 N Oakland	59	\$13.73	\$25.00	\$835.07
Mixa Jewelers	4320 N Okland Ave	4320 N Okland Ave	1	\$13.73	\$25.00	\$38.73
Oakland BP	3624 N Oakland	9425 W Brown Deer Rd Milwaukee WI 53224	24	\$13.73	\$25.00	\$354.52
Shorewood BP	1513 E Capitol	1513 E Capitol	22	\$13.73	\$25.00	\$327.06
Sendiks	4027 N Oakland	4027 N Oakland	14	\$13.73	\$25.00	\$217.22
Shorewood Coin Shop	4409 N Oakland	4409 N Oakland	1	\$13.73	\$25.00	\$38.73
Starbucks	4170 N Oakland	csliva@starbucks.com 206-447-1575	1	\$13.73	\$25.00	\$38.73
Stone Creek Coffee	4106 N Oakland	4106 N Oakland	1	\$13.73	\$25.00	\$38.73
The UPS Store	4230 N Oakland	4230 N Oakland	2	\$13.73	\$25.00	\$52.46
Walgreens	4035 N Oakland Ave	Attn: Licensing P O Box 901, Deerfield IL 60015		\$13.73	\$25.00	\$25.00
Yo Mama Frozen Yogurt	4521 N Oakland	4521 N Oakland	2	\$13.73	\$25.00	\$52.46

SHOREWOOD POLICE DEPARTMENT

MEMORANDUM



To: Public Safety Committee
From: Thomas Liebenthal, Lieutenant
CC: Peter A. Nimmer, Chief of Police
Date: November 21, 2016
Re: Traffic Control at the Intersection of Murray Ave and Beverly Rd

Updated Information:

This memo is the same memo from the November 7, 2016 PSC meeting. I have added an attachment, the Manual on Uniform Traffic Control Devices for your review. It should be noted that the MUTCD gives the following guidance: The decision to install multiway stop control should be based on an engineering study.

In addition, the Ped and Bike Safety Committee met on November 15, 2016 and discussed this topic and recommended the stop sign be installed.

The financial impact to install the stop sign and mark the pavement would be approximately \$500.00.

Background:

On Sunday, September 18, 2016, I met with Shorewood resident Kate Greenway regarding her concerns involving the intersection of Murray Avenue and Beverly Road. Ms. Greenway reported that she has noticed a general increase in the speeds of vehicles that utilize Beverly Road. She states she has especially noticed the increased speeds since recent completion of the roadway construction near this intersection. She also expressed concern over the lack of traffic control mechanisms in place at that intersection. She provided examples of northbound and southbound traffic on Murray making abrupt turns onto Beverly at high speeds and examples of eastbound and west bound traffic on Beverly failing to stop of the stop sign or "rolling" through the stop sign at that intersection. She stated she has observed several "close calls" at the intersection involving both motorized and pedestrian traffic due to the aforementioned concerns. Based on her concerns, Ms. Greenway would like to see the following traffic controls placed at this intersection:

- A four-way stop controlling traffic coming from each direction.
- Stop signs that are larger in size than the current signs used at this intersection
- A crosswalk painted onto the roadway at that intersection.

I looked at the physical traffic control mechanisms in place at the intersection. Eastbound and westbound traffic on Beverly is controlled by a stop sign in place for traffic flowing in those directions. The signs are well placed and highly visible from a distance as well as up close. There are no traffic controls in place for northbound and southbound traffic on Murray. Additionally, there is no crosswalk painted on the roadway at that location.

Analysis:

Over the past 12 months, there has been one personal injury traffic crash and one driving complaint for a subject that failed to obey the stop sign at that intersection. The personal injury crash involved a

bicyclist that failed to stop for the stop sign and collided with an oncoming vehicle that had the right of way. The cyclist was issued a citation from that incident.

I compared this data with data for the intersection of Murray Ave and Newton Ave. That intersection also has a stop sign controlling eastbound and westbound traffic and no traffic controls for northbound and southbound traffic. There is also no painted crosswalk at that intersection.

Over the past 12 months, there have been no crashes at that intersection and one complaint of an individual failing to obey the stop sign. Our CAD shows a call created for a PDO crash at that intersection March 8, 2016. However, the call was created in error as the caller was in the City of Milwaukee at the intersection of Murray Ave and Newport Ave.

I also looked at the data from the intersection of Murray Ave and Shorewood Blvd. That intersection has a four-way stop sign as well as a painted crosswalk on the roadway. There were no crashes and no complaints for failure to obey the stop sign at that intersection over the past 12 months.

In looking at the intersection of Murray Ave and Beverly Rd, I found multiple factors that may warrant adding additional traffic controls at this intersection. First of all is Murray Ave is a traffic artery for westbound traffic on Capitol Drive that wishes to go southbound from Capitol Dr. Due to the no left turn sign at Capitol Dr. and Oakland Ave, and the fact that Cramer St does not go through southbound from Capitol Dr., drivers wishing to go south would need to use Murray Ave in order to travel southbound.

Secondly, the intersection of Shorewood Blvd and Oakland Ave is controlled by a traffic control light. This could delay drivers wishing to turn left (southbound) onto Oakland Ave from Shorewood Blvd. Conversely, the intersection of Beverly and Oakland is controlled by a two-way stop sign controlling eastbound and westbound traffic on Beverly Rd. Drivers wishing to avoid the traffic control signal would use Beverly Rd in order to ultimately go south on Oakland Ave. If those drivers were already using Murray Ave to travel southbound, as described above, they would travel through the intersection of Murray Ave and Beverly Rd to accomplish this.

Next, the intersection of Murray Ave and Beverly Rd is near the proximity of Shorewood High School, School Village Hall, Shorewood Library and Atwater School. Each of these buildings has the potential to add additional motorized and foot traffic in the general area; especially on weekdays during the school year. Many of those additional pedestrians and drivers would be teenagers who would be less likely to be aware of the potential hazards that exist at intersections.

Lastly, there are multiple large apartment complexes on Murray Ave (between Shorewood Blvd. and Capitol Dr), on Shorewood Blvd (between Murray Ave and Oakland Ave), and on Oakland Ave (Between Shorewood Blvd and Capitol Drive). The amount of residents in those building alone greatly adds to the potential pedestrian and motorized traffic in the area. Not to mention that traffic wishing to travel eastbound in the area would have to utilize Capitol Dr. or Beverly Rd due to Shorewood Blvd being a one-way street from Frederick Ave. to Murray Ave. This would also lead to increased traffic at the intersection of Murray Ave and Beverly Rd.

Recommendations:

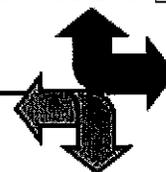
Based on these factors and Ms. Greenway's reported observations, I would recommend the following:

- Make the intersection of Murray Ave and Beverly Rd a four-way stop intersection controlled by stop signs in each direction.
- Add a painted crosswalk to the roadway to increase visibility of the intersection to oncoming traffic and provide a defined crosswalk for pedestrian traffic.


[FHWA Home](#) | [Feedback](#)

 Search MUTCD Site:

Manual on Uniform Traffic Control Devices (MUTCD)



Knowledge

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Chapter 2B. Regulatory Signs

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Section 2B.01 Application of Regulatory Signs

Standard:

Regulatory signs shall be used to inform road users of selected traffic laws or regulations and indicate the applicability of the legal requirements.

Regulatory signs shall be installed at or near where the regulations apply. The signs shall clearly indicate the requirements imposed by the regulations and shall be designed and installed to provide adequate visibility and legibility in order to obtain compliance.

Regulatory signs shall be retroreflective or illuminated to show the same shape and similar color by both day and night, unless specifically stated otherwise in the text discussion of a particular sign or group of signs (see [Section 2A.08](#)).

The requirements for sign illumination shall not be considered to be satisfied by street, highway, or strobe lighting.

Section 2B.02 Design of Regulatory Signs

Support:

Most regulatory signs are rectangular, with the longer dimension vertical. The shapes and colors of regulatory signs are listed in [Tables 2A-3](#) and [2A-4](#), respectively. Exceptions are specifically noted in the following Sections.

The use of educational plaques to supplement symbol signs is described in [Section 2A.13](#).

Guidance:

Changeable message signs displaying a regulatory message incorporating a prohibitory message that includes a red circle and slash on a static sign should display a red symbol that approximates the same red circle and slash as closely as possible.

Section 2B.03 Size of Regulatory Signs

Standard:

The sizes for regulatory signs shall be as shown in [Table 2B-1](#).

Guidance:

The Freeway and Expressway sizes should be used for higher-speed applications to provide large signs for increased visibility and recognition.

Option:

The Minimum size may be used on low-speed roadways where the reduced legend size would be adequate for the regulation or where physical conditions preclude the use of the other sizes.

The Oversized size may be used for those special applications where speed, volume, or other factors result in conditions where increased emphasis, improved recognition, or increased legibility would be desirable.

Signs larger than those shown in Table 2B-1 may be used (see [Section 2A.12](#)).

Table 2B-1. Regulatory Sign Sizes

Sign	MUTCD Code	Section	Conventional Road	Expressway	Freeway	Minimum	Oversized
Stop	R1-1	2B.04	750 x 750 (30 x 30)	900 x 900 (36 x 36)	—	600 x 600 (24 x 24)	1200 x 1200 (48 x 48)
Yield	R1-2	2B.08	900 x 900 x 900 (36 x 36 x 36)	1200 x 1200 x 1200 (48 x 48 x 48)	1500 x 1500 x 1500 (60 x 60 x 60)	750 x 750 x 750 (30 x 30 x 30)	—
To Oncoming Traffic	R1-2a	—	600 x 300 (24 x 12)	—	—	—	—
4-Way	R1-3	2B.04	300 x 150 (12 x 6)	—	—	—	—
All Way	R1-4	2B.04	450 x 15 (18 x 6)	—	—	—	—
Yield Here to Peds	R1-5	2B.11	450 x 450 (18 x 18)	—	—	—	—
Yield Here to Pedestrians	R1-5a	2B.11	450 x 600 (18 x 24)	—	—	—	—
In-Street Ped Crossing	R1-6,R1-6a	2B.12	300 x 900 (12 x 36)	—	—	—	—
Speed Limit (English)	R2-1	2B.13	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	—	—
Speed Limit (Metric)	R2-1	2B.13	600 x 900 (24 x 36)	900 x 1350 (36 x 54)	1200 x 1650 (48 x 66)	—	—
Truck Speed Limit (English)	R2-2	2B.14	600 x 600 (24 x 24)	900 x 900 (36 x 36)	1200 x 1200 (48 x 48)	—	—
Truck Speed Limit (Metric)	R2-2	2B.14	600 x 750 (24 x 30)	900 x 1050 (36 x 42)	1200 x 1350 (48 x 54)	—	—
Night Speed Limit (English)	R2-3	2B.15	600 x 600 (24 x 24)	900 x 900 (36 x 36)	1200 x 1200 (48 x 48)	—	—
Night Speed Limit (Metric)	R2-3	2B.15	600 x 750 (24 x 30)	900 x 1050 (36 x 42)	1200 x 1350 (48 x 54)	—	—
Minimum Speed Limit (English)	R2-4	2B.16	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	—	—
Minimum Speed Limit (Metric)	R2-4	2B.16	600 x 900 (24 x 36)	900 x 1350 (36 x 54)	1200 x 1650 (48 x 66)	—	—
Combined Speed Limit (English)	R2-4a	2B.16	600 x 1200 (24 x 48)	900 x 1800 (36 x 72)	1200 x 2400 (48 x 96)	—	—
Combined Speed Limit (Metric)	R2-4a	2B.16	600 x 1350 (24 x 54)	900 x 1950 (36 x 78)	1200 x 2550 (48 x 102)	—	—
Fines Higher	R2-6	2B.17	600 x 600 (24 x 24)	900 x 900 (36 x 36)	1200 x 1200 (48 x 48)	—	—

Sign	MUTCD Code	Section	Conventional Road	Expressway	Freeway	Minimum	Oversized
Turn Prohibition	R3-1,2,3,4,18	<u>2B.19</u>	600 x 600 (24 x 24)	900 x 900 (36 x 36)	—	—	1200 x 1200 (48 x 48)
Mandatory Movement Lane Control	R3-5 series	<u>2B.21</u>	750 x 900 (30 x 36)	—	—	—	—
Optional Movement Lane Control	R3-6	<u>2B.22</u>	750 x 900 (30 x 36)	—	—	—	—
Mandatory Movement Lane Control	R3-7	<u>2B.21</u>	750 x 750 (30 x 30)	—	—	—	—
Advance Intersection Lane Control	R3-8,8a,8b	<u>2B.23</u>	variable x 750 (variable x 30)	—	—	—	—
Two-Way Left Turn Only (overhead mounted)	R3-9a	<u>2B.24</u>	750 x 900 (30 x 36)	—	—	—	—
Two-Way Left Turn Only (ground mounted)	R3-9b	<u>2B.24</u>	600 x 900 (24 x 36)	—	—	—	900 x 1200 (36 x 48)
Reversible Lane Control (symbol)	R3-9d	<u>2B.25</u>	2700 x 1200 (108 x 48)	—	—	—	—
Reversible Lane Control (ground mounted)	R3-9f	<u>2B.25</u>	750 x 1050 (30 x 42)	—	—	—	—
Advance Reversible Lane Control Transition Signing	R3-9g,9h	<u>2B.25</u>	2700 x 900 (108 x 36)	—	—	—	—
End Reverse Lane	R3-9i	<u>2B.25</u>	2700 x 1200 (108 x 48)	—	—	—	—
Preferential Only Lane Ahead (ground mounted)	R3-10 series	<u>2B.26</u>	750 x 1050 (30 x 42)	900 x 1500 (36 x 60)	1950 x 2400 (78 x 96)	—	—
Preferential Only Lane Operation (ground mounted)	R3-11 series	<u>2B.26</u>	750 x 1050 (30 x 42)	—	1950 x 2400 (78 x 96)	—	—
Preferential Only Lane Ends (ground mounted)	R3-12 series	<u>2B.26</u>	750 x 1050 (30 x 42)	900 x 1500 (36 x 60)	1200 x 2100 (48 x 84) 1200 x 2400 (48 x 96)	—	—
Preferential Only Lane Ahead (overhead mounted)	R3-13 series	<u>2B.26</u>	1650 x 900 (66 x 36)	2100 x 1200 (84 x 48)	3600 x 1950 (144 x 78) 3600 x 2400 (144 x 96)	—	—
Preferential Only Lane Operation (overhead mounted)	R3-14 series	<u>2B.26</u>	1800 x 1500 (72 x 60)	2400 x 1800 (96 x 72)	3600 x 2650 (144 x 106) 3600 x 3100 (144 x 124) 3600 x 2250 (144 x 90)	—	—
HOV 2+ Lane Ends (overhead mounted)	R3-15 series	<u>2B.26</u>	1650 x 900 (66 x 36)	2100 x 1200 (84 x 48)	2550 x 1500 (102 x 60)	—	—
Do Not Pass	R4-1	<u>2B.29</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	450 x 600 (18 x 24)	—

Sign	MUTCD Code	Section	Conventional Road	Expressway	Freeway	Minimum	Oversized
Pass With Care	R4-2	<u>2B.30</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	450 x 600 (18 x 24)	—
Slower Traffic Keep Right	R4-3	<u>2B.31</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	—	—
Trucks Use Right Lane	R4-5	<u>2B.32</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	—	—
Truck Lane XX Meters (XX Feet)	R4-6	<u>2B.32</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	—	—
Keep Right	R4-7,7a,7b	<u>2B.33</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	450 x 600 (18 x 24)	—
Keep Left	R4-8	<u>2B.33</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	450 x 600 (18 x 24)	—
Do Not Enter	R5-1	<u>2B.34</u>	750 x 750 (30 x 30)	900 x 900 (36 x 36)	1200 x 1200 (48 x 48)	—	—
Wrong Way	R5-1a	<u>2B.35</u>	900 x 600 (36 x 24)	900 x 600 (36 x 24)	1050 x 750 (42 x 30)	—	—
No Trucks	R5-2,2a	<u>2B.36</u>	600 x 600 (24 x 24)	750 x 750 (30 x 30)	900 x 900 (36 x 36)	—	1200 x 1200 (48 x 48)
No Motor Vehicles	R5-3	<u>2B.36</u>	600 x 600 (24 x 24)	—	—	—	—
Commercial Vehicles Excluded	R5-4	<u>2B.36</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	—	—
Vehicles with Lugs Prohibited	R5-5	<u>2B.36</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	—	—
No Bicycles	R5-6	<u>2B.36</u>	600 x 600 (24 x 24)	750 x 750 (30 x 30)	900 x 900 (36 x 36)	—	1200 x 1200 (48 x 48)
Non-Motorized Traffic Prohibited	R5-7	<u>2B.36</u>	750 x 600 (30 x 24)	1050 x 600 (42 x 24)	1200 x 750 (48 x 30)	—	—
Motor-Driven Cycles Prohibited	R5-8	<u>2B.36</u>	750 x 600 (30 x 24)	1050 x 600 (42 x 24)	1200 x 750 (48 x 30)	—	—
Pedestrians, Bicycles, Motor-Driven Cycles Prohibited	R5-10a	<u>2B.36</u>	750 x 900 (30 x 36)	—	—	—	—
Pedestrians and Bicycles Prohibited	R5-10b	<u>2B.36</u>	750 x 450 (30 x 18)	—	—	—	—
Pedestrians Prohibited	R5-10c	<u>2B.36</u>	600 x 300 (24 x 12)	—	—	—	—
One Way	R6-1	<u>2B.37</u>	900 x 300 (36 x 12)	1350 x 450 (54 x 18)	1350 x 450 (54 x 18)	—	—
One Way	R6-2	<u>2B.37</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	900 x 1200 (36 x 48)	450 x 600 (18 x 24)	—
Divided Highway Crossing	R6-3,3a	<u>2B.38</u>	750 x 600 (30 x 24)	900 x 750 (36 x 30)	—	600 x 450 (24 x 18)	—
No Parking	R7-1,2,2a,3,4,5,6,7,8,107,108	<u>2B.39</u>	300 x 450 (12 x 18)	—	—	—	—
Van Accessible	R7-8a,8b	<u>2B.40</u>	450 x 225 (18 x 9)	—	—	300 x 150 (12 x 6)	—
No Parking, Bike Lane	R7-9,9a	<u>9B.09</u>	300 x 450 (12 x 18)	—	—	—	—

Sign	MUTCD Code	Section	Conventional Road	Expressway	Freeway	Minimum	Oversized
No Parking (with transit logo)	R7-107a	<u>2B.39</u>	300 x 750 (12 x 30)	—	—	—	—
No Parking / Restricted Parking (combined sign)	R7-200	<u>2B.40</u>	600 x 450 (24 x 18) 300 x 750 (12 x 30)	—	—	—	—
Tow Away Zone	R7-201,201a	<u>2B.40</u>	300 x 150 (12 x 6)	—	—	—	—
This Side of Sign	R7-202	<u>2B.39</u>	300 x 150 (12 x 6)	—	—	—	—
No Parking on Pavement	R8-1	<u>2B.39</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	—	—
No Parking Except on Shoulder	R8-2	<u>2B.39</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	—	—
No Parking	R8-3	<u>2B.39</u>	600 x 750 (24 x 30)	900 x 900 (36 x 36)	1200 x 1200 (48 x 48)	450 x 600 (18 x 24)	—
No Parking (symbol)	R8-3a	<u>2B.39</u>	600 x 600 (24 x 24)	900 x 900 (36 x 36)	1200 x 1200 (48 x 48)	300 x 300 (12 x 12)	—
Emergency Parking Only	R8-4	<u>2B.42</u>	750 x 600 (30 x 24)	750 x 600 (30 x 24)	1200 x 900 (48 x 36)	—	—
No Stopping on Pavement	R8-5	<u>2B.39</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	—	—
No Stopping Except on Shoulder	R8-6	<u>2B.39</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	—	—
Emergency Stopping Only	R8-7	<u>2B.42</u>	750 x 600 (30 x 24)	1200 x 900 (48 x 36)	—	—	—
Do Not Stop on Tracks	R8-8	<u>2B.42</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	—	—	—
Tracks Out of Service	R8-9	<u>8B.09</u>	600 x 600 (24 x 24)	900 x 900 (36 x 36)	—	450 x 450 (18 x 18)	—
Stop Here When Flashing	R8-10	<u>8B.10</u>	600 x 900 (24 x 36)	—	—	600 x 750 (24 x 30)	—
Walk on Left Facing Traffic	R9-1	<u>2B.43</u>	450 x 600 (18 x 24)	—	—	—	—
Cross Only at Crosswalks	R9-2	<u>2B.44</u>	300 x 450 (12 x 18)	—	—	—	—
No Pedestrian Crossing	R9-3	<u>2B.44</u>	300 x 450 (12 x 18)	—	—	—	—
No Pedestrian Crossing (symbol)	R9-3a	<u>2B.44</u>	450 x 450 (18 x 18)	600 x 600 (24 x 24)	750 x 750 (30 x 30)	—	—
Use Crosswalk	R9-3b	<u>2B.44</u>	450 x 300 (18 x 12)	—	—	—	—
No Hitch Hiking	R9-4	<u>2B.43</u>	450 x 600 (18 x 24)	—	—	450 x 450 (18 x 18)	—
Hitch Hiking Prohibition (symbol)	R9-4a	<u>2B.43</u>	450 x 450 (18 x 18)	—	—	—	—
Bicyclists (symbol) Use Ped Signal	R9-5	<u>9B.10</u>	300 x 450 (12 x 18)	—	—	—	—
Bicyclists (symbol) Yield to Peds	R9-6	<u>9B.10</u>	300 x 450 (12 x 18)	—	—	—	—
Keep Left/Right to Pedestrians & Bicyclists (symbols)	R9-7	<u>9B.11</u>	300 x 450 (12 x 18)	—	—	—	—

Sign	MUTCD Code	Section	Conventional Road	Expressway	Freeway	Minimum	Oversized
Travel-path Restriction							
Pedestrian Crosswalk	R9-8	<u>6F.12</u>	900 x 450 (36 x 18)	—	—	—	—
Sidewalk Closed	R9-9	<u>6F.13</u>	750 x 450 (30 x 18)	—	—	—	—
Sidewalk Closed, Use Other Side	R9-10	<u>6F.13</u>	1200 x 600 (48 x 24)	—	—	—	—
Sidewalk Closed Ahead, Cross Here	R9-11	<u>6F.13</u>	1200 x 900 (48 x 36)	—	—	—	—
Sidewalk Closed, Cross Here	R9-11a	<u>6F.13</u>	1200 x 600 (48 x 24)	—	—	—	—
Cross On Green Light Only	R10-1	<u>2B.45</u>	300 x 450 (12 x 18)	—	—	—	—
Pedestrian Traffic Signal Signs	R10-2, 2a,3,3a,3b, 3c,3d,4,4a,4b	<u>2B.45</u>	225 x 300 (9 x 12)	—	—	—	—
Countdown Pedestrian Sign	R10-3e	<u>2B.45</u>	225 x 375 (9 x 15)	—	—	—	—
Left on Green Arrow Only	R10-5	<u>2B.45</u>	600 x 750 (24 x 30)	—	—	—	1200 x 1500 (48 x 60)
Stop Here on Red	R10-6	<u>2B.45</u>	600 x 900 (24 x 36)	—	—	—	—
Stop Here on Red	R10-6a	<u>2B.45</u>	600 x 750 (24 x 30)	—	—	—	—
Do Not Block Intersection	R10-7	<u>2B.45</u>	600 x 750 (24 x 30)	—	—	—	—
Use Lane with Green Arrow	R10-8	<u>2B.45</u>	600 x 750 (24 x 30)	900 x 1050 (36 x 42)	—	—	1500 x 1800 (60 x 72)
Left (Right) Turn Signal	R10-10	<u>2B.45</u>	600 x 750 (24 x 30)	—	—	—	—
No Turn on Red	R10-11,11a	<u>2B.45</u>	600 x 750 (24 x 30)	—	—	—	1200 x 1200 (48 x 48)
No Turn on Red	R10-11b	<u>2B.45</u>	600 x 600 (24 x 24)	—	—	—	750 x 750 (30 x 30)
Left Turn Yield on Green	R10-12	<u>2B.45</u>	600 x 750 (24 x 30)	—	—	—	—
Emergency Signal	R10-13	<u>2B.45</u>	900 x 600 (36 x 24)	—	—	—	—
Turning Traffic Must Yield To Pedestrians	R10-15	<u>2B.45</u>	750 x 900 (30 x 36)	—	—	—	—
U-Turn Yield to Right Turn	R10-16	<u>2B.45</u>	750 x 900 (30 x 36)	—	—	—	—
Right Turn on Red Arrow After Stop	R10-17a	<u>2B.45</u>	750 x 900 (30 x 36)	—	—	—	—
Traffic Laws Photo Enforced	R10-18	<u>2B.46</u>	900 x 450 (36 x 18)	1200 x 750 (48 x 30)	1800 x 900 (72 x 36)	—	—
Photo Enforced	R10-19	<u>2B.46</u>	600 x 450 (24 x 18)	900 x 750 (36 x 30)	1200 x 900 (48 x 36)	—	—
MON—FRI (and times) (3 lines)	R10-20a	<u>2B.45</u>	600 x 600 (24 x 24)	—	—	—	—
SUNDAY (and times) (2 lines)	R10-20a	<u>2B.45</u>	600 x 450 (24 x 18)	—	—	—	—
Left Turn Signal—Yield on Green	R10-21	<u>2B.45</u>	750 x 900 (30 x 36)	—	—	—	—

Sign	MUTCD Code	Section	Conventional Road	Expressway	Freeway	Minimum	Oversized
Bike Actuation	R10-22	<u>9B.12</u>	300 x 450 (12 x 18)	—	—	—	—
Keep Off Median	R11-1	<u>2B.47</u>	600 x 750 (24 x 30)	—	—	—	—
Road Closed	R11-2	<u>2B.48</u>	1200 x 750 (48 x 30)	—	—	—	—
Road Closed - Local Traffic Only	R11-3,3a,3b,4	<u>2B.48</u>	1500 x 750 (60 x 30)	—	—	—	—
Weight Limit	R12-1,2	<u>2B.49</u>	600 x 750 (24 x 30)	900 x 1200 (36 x 48)	—	—	900 x 1200 (36 x 48)
Weight Limit	R12-3	<u>2B.49</u>	600 x 900 (24 x 36)	—	—	—	—
Weight Limit	R12-4	<u>2B.49</u>	900 x 600 (36 x 24)	—	—	—	—
Weight Limit	R12-5	<u>2B.49</u>	600 x 900 (24 x 36)	900 x 1200 (36 x 48)	1200 x 1500 (48 x 60)	—	—
Metric Plaque	R12-6	<u>2B.49</u>	600 x 225 (24 x 9)	—	—	—	—
Weigh Station	R13-1	<u>2B.50</u>	1800 x 1200 (72 x 48)	2400 x 1650 (96 x 66)	3000 x 1100 (120 x 84)	—	—
Truck Route	R14-1	<u>2B.51</u>	600 x 450 (24 x 18)	—	—	—	—
Hazardous Material	R14-2,3	<u>2B.52</u>	600 x 600 (24 x 24)	750 x 750 (30 x 30)	900 x 900 (36 x 36)	—	1050 x 1050 (42 x 42)
National Network	R14-4,5	<u>2B.53</u>	600 x 600 (24 x 24)	750 x 750 (30 x 30)	900 x 900 (36 x 36)	—	1050 x 1050 (42 x 42)
Railroad Crossbuck	R15-1	<u>8B.03</u>	1200 x 225 (48 x 9)	—	—	—	—
Look	R15-8	<u>8B.16</u>	900 x 450 (36 x 18)	—	—	—	—

Notes:

1. Larger signs may be used when appropriate
2. Dimensions are shown in millimeters followed by inches in parentheses and are shown as width x height

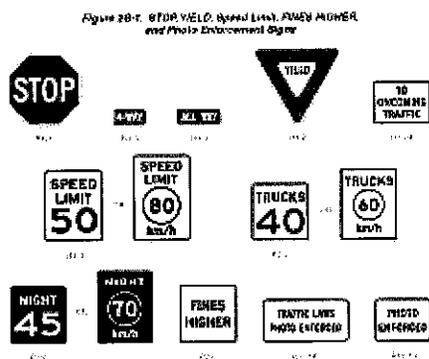
Section 2B.04 STOP Sign (R1-1)

Standard:

When a sign is used to indicate that traffic is always required to stop, a STOP (R1-1) sign (see Figure 2B-1) shall be used.

The STOP sign shall be an octagon with a white legend and border on a red background. Secondary legends shall not be used on STOP sign faces. If appropriate, a supplemental plaque (R1-3 or R1-4) shall be used to display a secondary legend. Such plaques (see Figure 2B-1) shall have a white legend and border on a red background. If the number of approach legs controlled by STOP signs at an intersection is three or more, the number on the supplemental plaque, if used, shall correspond to the actual number of legs controlled by STOP signs.

Figure 2B-1 STOP, YIELD, Speed Limit, FINES HIGHER, and Photo Enforcement Signs



At intersections where all approaches are controlled by STOP signs (see Section 2B.07) a supplemental plaque (R1-3 or R1-4) shall be mounted below each STOP sign.

Option:

The ALL WAY (R1-4) supplemental plaque may be used instead of the 4-WAY (R1-3) supplemental plaque.

Support:

The design and application of Stop Beacons are described in [Section 4K.05](#).

Section 2B.05 STOP Sign Applications

Guidance:

STOP signs should be used if engineering judgment indicates that one or more of the following conditions exist:

- A. Intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
- B. Street entering a through highway or street;
- C. Unsignalized intersection in a signalized area; and/or
- D. High speeds, restricted view, or crash records indicate a need for control by the STOP sign.

Standard:

Because the potential for conflicting commands could create driver confusion, STOP signs shall not be installed at intersections where traffic control signals are installed and operating except as noted in [Section 4D.01](#).

Portable or part-time STOP signs shall not be used except for emergency and temporary traffic control zone purposes.

Guidance:

STOP signs should not be used for speed control.

STOP signs should be installed in a manner that minimizes the numbers of vehicles having to stop. At intersections where a full stop is not necessary at all times, consideration should be given to using less restrictive measures such as YIELD signs (see [Section 2B.08](#)).

Once the decision has been made to install two-way stop control, the decision regarding the appropriate street to stop should be based on engineering judgment. In most cases, the street carrying the lowest volume of traffic should be stopped.

A STOP sign should not be installed on the major street unless justified by a traffic engineering study.

Support:

The following are considerations that might influence the decision regarding the appropriate street

upon which to install a STOP sign where two streets with relatively equal volumes and/or characteristics intersect:

- A. Stopping the direction that conflicts the most with established pedestrian crossing activity or school walk routes;
- B. Stopping the direction that has obscured vision, dips, or bumps that already require drivers to use lower operating speeds;
- C. Stopping the direction that has the longest distance of uninterrupted flow approaching the intersection; and
- D. Stopping the direction that has the best sight distance to conflicting traffic.

The use of the STOP sign at highway-railroad grade crossings is described in [Section 8B.08](#). The use of the STOP sign at highway-light rail transit grade crossings is described in [Section 10C.04](#).

Section 2B.06 STOP Sign Placement

Standard:

The STOP sign shall be installed on the right side of the approach to which it applies. When the STOP sign is installed at this required location and the sign visibility is restricted, a Stop Ahead sign (see [Section 2C.29](#)) shall be installed in advance of the STOP sign.

The STOP sign shall be located as close as practical to the intersection it regulates, while optimizing its visibility to the road user it is intended to regulate.

STOP signs and YIELD signs shall not be mounted on the same post.

Guidance:

Other than a DO NOT ENTER sign, no sign should be mounted back-to-back with a STOP sign in a manner that obscures the shape of the STOP sign.

Support:

[Section 2A.16](#) contains additional information about separate and combined mounting of other signs with STOP signs.

Guidance:

Stop lines, when used to supplement a STOP sign, should be located at the point where the road user should stop (see [Section 3B.16](#)).

If only one STOP sign is installed on an approach, the STOP sign should not be placed on the far side of the intersection.

Where two roads intersect at an acute angle, the STOP sign should be positioned at an angle, or shielded, so that the legend is out of view of traffic to which it does not apply.

Where there is a marked crosswalk at the intersection, the STOP sign should be installed in advance of the crosswalk line nearest to the approaching traffic.

Option:

At wide-throat intersections or where two or more approach lanes of traffic exist on the signed approach, observance of the stop control may be improved by the installation of an additional STOP sign on the left side of the road and/or the use of a stop line. At channelized intersections, the additional STOP sign may be effectively placed on a channelizing island.

Support:

[Figure 2A-2](#) shows examples of some typical placements of STOP signs.

Section 2B.07 Multiway Stop Applications

Support:

Multiway stop control can be useful as a safety measure at intersections if certain traffic conditions

exist. Safety concerns associated with multiway stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multiway stop control is used where the volume of traffic on the intersecting roads is approximately equal.

The restrictions on the use of STOP signs described in [Section 2B.05](#) also apply to multiway stop applications.

Guidance:

The decision to install multiway stop control should be based on an engineering study.

The following criteria should be considered in the engineering study for a multiway STOP sign installation:

- A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signals.
- B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
 3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of minimum values. Criterion C.3 is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.

Section 2B.08 YIELD Sign (R1-2)

Standard:

The YIELD (R1-2) sign (see [Figure 2B-1](#)) shall be a downward-pointing equilateral triangle with a wide red border and the legend YIELD in red on a white background.

Support:

The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need to slow down or stop when necessary to avoid interfering with conflicting traffic.

Section 2B.09 YIELD Sign Applications

Option:

YIELD signs may be used instead of STOP signs if engineering judgment indicates that one or more of the following conditions exist:

- A. When the ability to see all potentially conflicting traffic is sufficient to allow a road user traveling at the posted speed, the 85th-percentile speed, or the statutory speed to pass through the intersection or to stop in a reasonably safe manner.
- B. If controlling a merge-type movement on the entering roadway where acceleration geometry and/or sight distance is not adequate for merging traffic operation.
- C. The second crossroad of a divided highway, where the median width at the intersection is 9 m (30 ft) or greater. In this case, a STOP sign may be installed at the entrance to the first roadway of a divided highway, and a YIELD sign may be installed at the entrance to the second roadway.
- D. An intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.

Standard:

A YIELD (R1-2) sign shall be used to assign right-of-way at the entrance to a roundabout intersection.

Section 2B.10 YIELD Sign Placement**Standard:**

The YIELD sign shall be installed on the right side of the approach to which it applies. YIELD signs shall be placed on both the left and right sides of approaches to roundabout intersections with more than one lane on the signed approach where raised splitter islands are available on the left side of the approach. When the YIELD sign is installed at this required location and the sign visibility is restricted, a Yield Ahead sign (see [Section 2C.29](#)) shall be installed in advance of the YIELD sign.

The YIELD sign shall be located as close as practical to the intersection it regulates, while optimizing its visibility to the road user it is intended to regulate.

YIELD signs and STOP signs shall not be mounted on the same post.

Guidance:

Other than a DO NOT ENTER sign, no sign should be mounted back-to-back with a YIELD sign in a manner that obscures the shape of the YIELD sign.

Support:

[Section 2A.16](#) contains additional information about separate and combined mounting of other signs with YIELD signs.

Guidance:

Yield lines, when used to supplement a YIELD sign, should be located at a point where the road user should yield (see [Section 3B.16](#)).

Where two roads intersect at an acute angle, the YIELD sign should be positioned at an angle, or shielded, so that the legend is out of view of traffic to which it does not apply.

Except at roundabout intersections, where there is a marked crosswalk at the intersection, the YIELD sign should be installed in advance of the crosswalk line nearest to the approaching traffic.

At a roundabout intersection, to prevent circulating vehicles from yielding unnecessarily, the face of the YIELD sign should not be visible from the circulatory roadway.

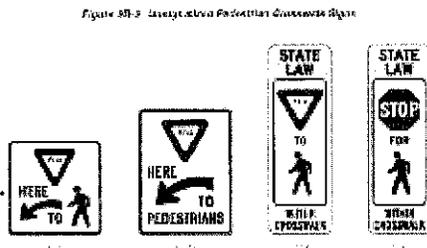
Option:

At wide-throat intersections or where two or more approach lanes of traffic exist on the signed approach, observance of the yield control may be improved by the installation of an additional YIELD sign on the left side of the road and/or the use of a yield line. At channelized intersections, the additional YIELD sign may be effectively placed on a channelizing island.

Section 2B.11 Yield Here to Pedestrians (R1-5, R1-5a)

Standard:

If yield lines are used in advance of an unsignalized marked midblock crosswalk, Yield Here To Pedestrians (R1-5, R1-5a) signs (see Figure 2B-2) shall be placed 6.1 to 15 m (20 to 50 ft) in advance of the nearest crosswalk line (see Section 3B.16 and Figure 3B.15).

Figure 2B-2 Unsignalized Pedestrian Crosswalk Signs**Section 2B.12 In-Street Pedestrian Crossing Signs (R1-6, R1-6a)****Option:**

The In-Street Pedestrian Crossing (R1-6 or R1-6a) sign (see Figure 2B-2) may be used to remind road users of laws regarding right of way at an unsignalized pedestrian crossing. The legend STATE LAW may be shown at the top of the sign if applicable. The legends STOP FOR or YIELD TO may be used in conjunction with the appropriate symbol.

Guidance:

If an island (See Chapter 3G) is available, the In-Street Pedestrian Crossing sign, if used, should be placed on the island.

Standard:

The In-Street Pedestrian Crossing sign shall not be used at signalized locations.

The STOP FOR legend shall only be used in States where the State law specifically requires that a driver must stop for a pedestrian in a crosswalk.

If used, the In-Street Pedestrian Crossing sign shall have a black legend (except for the red STOP or YIELD sign symbols) and border on either a white and/or fluorescent yellow-green background.

If the In-Street Pedestrian Crossing sign is placed in the roadway, the sign support shall comply with the breakaway requirements of the latest edition of AASHTO's "Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" (See Addresses).

Support:

The provisions of Section 2A.18 concerning mounting height are not applicable for the In-Street Pedestrian Crossing sign.

Option:

The In-Street Pedestrian Crossing sign may be used seasonably to prevent damage in winter because of plowing operations, and may be removed at night if the pedestrian activity at night is minimal.

Section 2B.13 Speed Limit Sign (R2-1)**Standard:**

After an engineering study has been made in accordance with established traffic engineering practices, the Speed Limit (R2-1) sign (see Figure 2B-1) shall display the limit established by law, ordinance, regulation, or as adopted by the authorized agency. The speed limits shown shall be in multiples of 10 km/h or 5 mph.

Guidance:

At least once every 5 years, States and local agencies should reevaluate non-statutory speed limits on segments of their roadways that have undergone a significant change in roadway characteristics or surrounding land use since the last review.

No more than three speed limits should be displayed on any one Speed Limit sign or assembly.

When a speed limit is to be posted, it should be within 10 km/h or 5 mph of the 85th-percentile speed of free-flowing traffic.

Option:

Other factors that may be considered when establishing speed limits are the following:

- A. Road characteristics, shoulder condition, grade, alignment, and sight distance;
- B. The pace speed;
- C. Roadside development and environment;
- D. Parking practices and pedestrian activity; and
- E. Reported crash experience for at least a 12-month period.

Two types of Speed Limit signs may be used: one to designate passenger car speeds, including a nighttime information or minimum speed limit that might apply; and the other to show any special speed limits for trucks and other vehicles.

A changeable message sign that changes the speed limit for traffic and ambient conditions may be installed provided that the appropriate speed limit is shown at the proper times.

A changeable message sign that displays to approaching drivers the speed at which they are traveling may be installed in conjunction with a Speed Limit sign.

Guidance:

If a changeable message sign displaying approach speeds is installed, the legend YOUR SPEED X km/h (MPH) or such similar legend should be shown. The color of the changeable message legend should be a yellow legend on a black background or the reverse of these colors.

Support:

Advisory Speed signs are discussed in Sections [2C.36](#) and [2C.46](#) and Temporary Traffic Control Zone Speed signs are discussed in Part 6.

Section 2B.14 Truck Speed Limit Sign (R2-2)**Standard:**

Where a special speed limit applies to trucks or other vehicles, the legend TRUCKS XX km/h (MPH) or such similar legend shall be shown on the same panel as the Speed Limit sign or on a separate R2-2 sign (see [Figure 2B-1](#)) below the standard legend.

Section 2B.15 Night Speed Limit Sign (R2-3)**Standard:**

Where different speed limits are prescribed for day and night, both limits shall be posted.

Guidance:

A Night Speed Limit (R2-3) sign (see [Figure 2B-1](#)) should be reversed using a white retroreflectorized legend and border on a black background.

Option:

A Night Speed Limit sign may be combined with or installed below the standard Speed Limit (R2-2) sign.

Section 2B.16 Minimum Speed Limit Sign (R2-4)

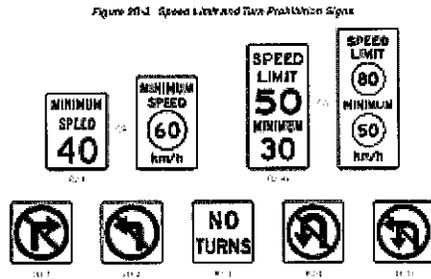
Standard:

A Minimum Speed Limit (R2-4) sign (see Figure 2B-3) shall be displayed only in combination with a Speed Limit sign.

Option:

Where engineering judgment determines that slow speeds on a highway might impede the normal and reasonable movement of traffic, the Minimum Speed Limit sign may be installed below a Speed Limit (R2-1) sign to indicate the minimum legal speed. If desired, these two signs may be combined on the R2-4a sign (see Figure 2B-3).

Figure 2B-3 Speed Limit and Turn Prohibition Signs



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AT THE EDGE OF THE CITY AND
THE HEART OF EVERYTHING

MEMORANDUM

TO: Tr. Tammy Bockhorst, Chair of Community of Business Relations Committee
Village Board of Trustees

FROM: Chris Swartz, Village Manager
Tyler Burkart, Assistant Village Manager

DATE: November 21, 2016

RE: Shorewood Village Board and Committee Meetings

OVERVIEW

The Community and Business Relations Committee expressed interest in expanding video recording capabilities to other Village Board meetings. Staff initially thought of the idea of having all committee meetings in the Court Room to be more efficient and accessible; however, coordinating a plan for such a change will take substantial amount of planning and implementation time. Staff understands the importance of implementing video recording capabilities as soon as possible and will continue evaluating the option proposed on November 7.

The proposal staff would like the Village Board to consider is to have the committee meetings in the Court Room and the Committee Room only and that a second video camera will be purchased and installed in the Committee Room for video recording those meetings the Village Board recommends taping. The purchase, testing and installation of the additional video camera can be done within the next 30 to 45 days.

IMPACT

The following table illustrates the staff and cost impacts of video recording Village meetings. Approximately each set of meetings will use 45 minutes of staff's time to complete the process to video record the entire meeting and publish on the YouTube Channel and the Village website. Currently staff is only video recording one meeting (full Village Board meetings); so 45 minutes of staff time every other week is used on video recordings. If the Village Board commits to taping two sets of committee meetings and the CDA meetings along with the current Village Board meetings, this would be 7 sets of meetings requiring video recording, which equates to roughly 5 hours and 15 minutes of staff time per month to complete.

Staff Task per Meeting	Time per Meeting
Setup & Take Down	5 minutes
Initiate Download of Meetings	10 minutes
Edit Meetings with YouTube Editor	20 minutes
Publish Video and Post on Website	10 minutes
Total Staff Time per Meeting	45 minutes

Below are estimates of the two costs associated with purchasing a second video camera for the Committee Room.

Items to Purchase	Cost of Purchase
Video Camera and Mounting Equipment	\$700
Additional Memory Card	\$30
Total Cost	\$730

CONCLUSION

Staff can prepare the Committee Room in January for video recording capabilities. It is an understanding that additional funds from reserves will be carried over and allocated for additional video recording equipment. Staff will research alternative equipment to make the process more efficient for staff and report back on the research to the Village Board some time in 2017.

The next step for the Community and Business Relations Committee is to determine which meetings should be video recorded. Based on past conversations, one proposal was to include all Village Board (full and committee) meetings as well as CDA meetings to be video recorded. The committee will also determine if staff's recommendation to only tape meetings in the Court Room and Committee Room (not the Village Manager's Office committee room or elsewhere). This topic will continue to be an agenda item for the Community and Business Relations Committee for December and will go to the full Board once the committee arrives at a recommendation.



Shorewood

MEMORANDUM

Village Attorney's Office

Nathan J. Bayer
William P. Dineen

TO: Chris Swartz, Village Manager
FROM: Nathan Bayer, Village Attorney
DATE: September 1, 2016
RE: Quorums for Committees and Boards

I was asked to prepare a short memorandum addressing quorum requirements with respect to citizen boards and committees. In order to create a convenient reference guide I am also including a brief discussion of the standing committees established by the Village Board pursuant to Shorewood Village Code § 155-9.

Most of the village ordinances establishing committees and boards specifically address the number of members necessary to form a quorum in order to hold meetings and conduct business, and these are addressed below. Where no number is specified, or where any ambiguity arises, the default number to constitute a quorum is a simple "majority" of the number of members of that committee or board. Wisconsin Statute § 99.001(8)(m) dictates that when no other number is specified "a quorum of a public body is a majority of the number of members fixed by law." This is also consistent with Robert's Rules of Orders, which the board adheres to pursuant to Village Code § 155-7.

My understanding is the request for a primer on "quorums" arose primarily over concerns that the Design Review Board has had difficulty gathering enough members to constitute a quorum. The good news is that the code section setting up the Design Review Board offers some creative ways in which a quorum may be convened. For starters, even though the Design Review Board shall consist of nine members, Village Code § 225-12 states that only four members of the Board constitutes a quorum. Beyond that, under certain conditions, *former* members of the Board can attend meetings in order to reach a quorum. Village Code § 225-12(C) authorizes "3 former members of the Design Review Board" to "serve as alternate members pursuant to subsection D(4) of this section." Village Code § 225-12(D)(4) further provides that "In the event that there are at least 3 [active] members present, a specified former member may serve as a voting member for the purpose of providing a quorum to conduct the meeting." Thus, in a situation where only three of the nine active members of the Design Review Board can attend a meeting, a former member previously designed as an "alternate member" can be contacted, attend a meeting, and even vote.

Some questions have also recently arisen with respect to the Wilson Drive Task Force and its subgroups. The individuals that comprise the Task Force and subgroups are citizen volunteers who have agreed to give advice and make recommendations to the Strategic Initiatives Committee ("SIC"), which is a standing committee of the Village Board. The Task Force and the subgroups have no power to take direct action on behalf of either the SIC or the Board. Accordingly, the SIC can establish whatever rules it deems fit to govern meetings of the Task Force and its subgroups. The Task Force and the subgroups could meet and confer with less than a majority, unless the SIC has promulgated a rule dictating that a quorum is necessary to meet. Absent that, there is no minimum number to meet. Pursuant to our previous discussions, we do recommend that all meetings of the Task Force and subgroups continue to be publicly noticed and open to the public.

Village Code § 155-9 establishes the following six standing committees of the Village Board: Community and Business Relations, Budget and Finance, Public Works, Strategic Initiatives, Judiciary, Personnel and Licensing, and Public Safety. As there are only three appointed members on each of these committees, two members constitute a quorum. However, even though the Village President and Village Manager are also listed as "ex officio" members of all standing committees, as well as all special committees, commissions and boards, their attendance should not be counted in determining whether a quorum exists. Also, the Village President and Village Manager should not vote on any committee or board on which they are acting only as "ex officio" members.

The Village Code also enumerates the specific number of members that must be present at a meeting to constitute a quorum for the following boards and committees:

Pursuant to Village Code § 16-4, the Traffic Safety Committee shall have 8 members, and 5 shall constitute a quorum.

Pursuant to Village Code § 16-21, the Pedestrian and Bicycle Safety Committee shall have 7 members, and 4 shall constitute a quorum.

Pursuant to Village Code § 16-22, the Public Arts Committee shall have 7 members, and 4 shall constitute a quorum.

Pursuant to Village Code § 26-3, the Community Relations Committee have 9 members, and 5 shall constitute a quorum.

Pursuant to Village Code § 68-15, the Board of Review shall have 5 members, and 3 shall constitute a quorum.

Pursuant to Village Code § 125-2, the Civil Service Commission shall consist of 5 members, and 3 shall constitute a quorum.

Pursuant to Village Code § 530-3, the Library Board shall have 7 members, and 4 shall constitute a quorum.

Pursuant to Village Code § 535-54, the Board of Appeals shall have 5 members, and 3 shall constitute a quorum.

Please let me know if there are any follow up questions associated with establishing a quorum for the various boards and committees.



AT THE EDGE OF THE CITY AND
THE HEART OF EVERYTHING

VILLAGE CLERK'S MEMO

DATE: September 15, 2016

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

FROM: Tanya O'Malley, Village Clerk/Treasurer

Re: Village Boards, Commissions, and Committees

BACKGROUND

The Judiciary, Personnel and Licensing (JPL) Committee is taking a closer look at volunteer committees, commissions and boards. Specifically, the JPL Committee is assessing the structure of the terms as well as attendance and membership requirements for each volunteer committee. The JPL Committee requested staff to compile a list of characteristics for each volunteer committee. This information has been compiled into a spreadsheet, which is attached to this memorandum. The JPL Committee will be using this spreadsheet for further analysis and discussion.

Board of Appeals

Statute/Code	Members	Term Length	Term Limits	Appointing Agent	Requirements for Membership	Quorum	Alternates	Ex-Officio Voting Rights	Meetings
VC: 535-52	5, 2 alternates	3 year terms		Chair - Village President w/o confirm by Village Board, others - JPL	Residents, Village Clerk is secretary	3 (535-54C)	2 allowed by code		2nd Tuesday each month, as needed.

Board of Review

Statute/Code	Members	Term Length	Term Limits	Appointing Agent	Requirements for Membership	Quorum	Alternates	Ex-Officio Voting Rights	Meetings
VC: 68-15	5, 4 alternates	5 year terms		Village President w/JPL, confirm by Village Board	Residents	3 (\$70.47)	4 allowed by Code		At least once during 30 days after 2nd Monday in May, then as needed.

Community Development Authority

Statute/Code	Members	Term Length	Term Limits	Appointing Agent	Requirements for Membership	Quorum	Alternates	Ex-Officio Voting Rights	Meetings
\$66.431, \$66.40	7 total, 2 from Village Board	4 year terms		two - Village President w/confirm by Village Board. Others, JPL	Residents	Majority, 4			1st Friday of each month, as needed.

Conservation Committee

Statute/Code	Members	Term Length	Term Limits	Appointing Agent	Requirements for Membership	Quorum	Alternates	Ex-Officio Voting Rights	Meetings
VC: 16-14	13 members	3 year terms		Village President w/JPL and Village Board, 1 student by SHS Principal	Residents, SHS Student	Majority, 7			1st Thursday of each month or by Chair, any three members or any Village official.

Design Review Board

Statute/Code	Members	Term Length	Term Limits	Appointing Agent	Requirements for Membership	Quorum	Alternates	Ex-Officio Voting Rights	Meetings
VC: 225-12	9, 3 alternates	3 year terms		Village President w/JPL, confirmation by Village Board	2 architects, 2 architects/design professionals, 1 real estate broker and four additional members	Majority, 4	3 allowed by code	Village Manager, Village Attorney and Planning/Zoning Administrator or their designees	2nd and 4th Thursdays each month, 1st and 3rd Thursdays in Nov/Dec.

Elder Services Advisory Board

Statute/Code	Members	Term Length	Term Limits	Appointing Agent	Requirements for Membership	Quorum	Alternates	Ex-Officio Voting Rights	Meetings
	7 members	3 year terms		Village President w/JPL, confirmation by Village Board		Majority, 4			1st Thursday of each month.

Library Board

Statute/Code	Members	Term Length	Term Limits	Appointing Agent	Requirements for Membership	Quorum	Alternates	Ex-Officio Voting Rights	Meetings
§43, VC: 350-1	7 members	3 year terms	3 terms, per Library Board of Trustees Bylaws	Village President w/JPL, confirmatoin by Village Board, 1 by School District.	Residents	Majority, 4			2nd Wednesday of the month and by call of director/president as necessary.

<http://shorewoodlibrary.org/content/content/GOV-2%20Library%20Board%20Bylaws.pdf>

Parks Commission

Statute/Code	Members	Term Length	Term Limits	Appointing Agent	Requirements for Membership	Quorum	Alternates	Ex-Officio Voting Rights	Meetings
§3.1501, §3.1504, VC: 16-8	7 members	3 year terms		Village President w/JPL, confirmation by Village Board	Residents	Majority, 4			2nd Tuesday each month.

Pedestrian & Bicycle Safety Committee

Statute/Code	Members	Term Length	Term Limits	Appointing Agent	Requirements for Membership	Quorum	Alternates	Ex-Officio Voting Rights	Meetings
VC: 16-18	7 members	3 year terms		Village President w/JPL, confirmation by Village Board	Residents/Business Owners	Majority, 4			2nd Tuesday each month.

Plan Commission

Statute/Code	Members	Term Length	Term Limits	Appointing Agent	Requirements for Membership	Quorum	Alternates	Ex-Officio Voting Rights	Meetings
VC: 16-1, §61.35, §62.23	9 total - Village President & 1 Trustee, 7 members	Village President & Trustee - 1 year term, members - 3 year terms		Village President with confirmation by Village Board	Residents	Majority, 5		Village Planner & Building Inspector	4th Tuesday each month, as needed.

Police Commission

Statute/Code	Members	Term Length	Term Limits	Appointing Agent	Requirements for Membership	Quorum	Alternates	Ex-Officio Voting Rights	Meetings
VC: 16-6, §3.503	5 members	5 year terms		Village President without confirmation by Village Board	Residents	Majority, 3			Meets on an as needed basis.

Public Art Committee

Statute/Code	Members	Term Length	Term Limits	Appointing Agent	Requirements for Membership	Quorum	Alternates	Ex-Officio Voting Rights	Meetings
VC: 16-22	7 members	3 year terms		Village President w/JPL, confirmation by Village Board	Appropriate skills, knowledge, experience	Majority, 4			Call of the chair when requested by Staff, member or Chair. As needed on Wednesdays and Fridays.

Recreation & Community Services Advisory Committee

Statute/Code	Members	Term Length	Term Limits	Appointing Agent	Requirements for Membership	Quorum	Alternates	Ex-Officio Voting Rights	Meetings
VC: 16-12, §3.1505	10 members	3 year terms		5 by Village President w/JPL & Village Board. 5 by School Board.		Majority, 6			Meetings are held on a quarterly basis.

Village Board

Statute/Code	Members	Term Length	Term Limits	Appointing Agent	Requirements for Membership	Quorum	Alternates	Ex-Officio Voting Rights	Meetings
VC: 155, §1.101, §1.125	7 total - 6 Trustees, 1 President	3 year terms		Village President w/JPL, confirmation by Village Board		Majority, 4. Lesser may adjourn			1st and 3rd Mondays each month.



AT THE EDGE OF THE CITY AND
THE HEART OF EVERYTHING

MEMORANDUM

TO: Judiciary, Personnel and Licensing (JPL) Committee
FROM: Tyler Burkart, Assistant Village Manager
DATE: November 7, 2016
RE: Volunteer Committee and Board Attendance Policy

OVERVIEW

Village staff was asked by the Judiciary, Personnel and Licensing (JPL) Committee to review other volunteer committee and board attendance policies, determine the best practices associated with these types of policies, and draft a policy to include in the handbook to address this issue. Currently in the handbook, the JPL Committee has the ability to remove a volunteer from a committee for any reason. Removal from a committee does require a 2/3 vote of the Village Board. Establishing more-detailed language on volunteer committee attendance in the handbook will provide further direction to the Village Board when determining the removal of a volunteer strictly due to lack of attendance. Such a policy will help the committees maintain active volunteers and avoid quorum issues for future meetings.

The following language is proposed to be included under the Attendance heading (Part D) and under the Removal heading (Part E) in Section 1 on page 2 of the Boards, Committees and Commissions Handbook. Track changes below demonstrate the proposed language:

D. Attendance

It should be emphasized that regular attendance at meetings is critical to the effective operation of any Board, Committee, or Commission. Such attendance ensures a steady flow of communication and keeps everyone abreast of current topics under discussion. ~~A member who often misses meetings may be subject to removal and/or replacement.~~ A member failing to attend three consecutive regular meetings or more than fifty percent of all regular meetings over a calendar year will be subject to removal and/or replacement. All staff liaisons should contact the Judiciary, Personnel and Licensing Committee for further review if a committee member violates the attendance requirement. The Judiciary, Personnel and Licensing Committee will then uphold the guidelines outlined in Section 1.E Removal in order to remove a volunteer committee member if action is needed. If a member is unable to attend a meeting because of business, vacation or illness, please advise the chairperson and staff liaison of your board, commission or committee in advance of the meeting. The purpose of this policy is to help assure all Boards, Committees or Commissions can maintain, to the greatest extent possible, a full complement of active, participating members.

E. Removal

A member may be removed from participating on a Board, Committee or Commission for any reason. The matter will be brought to the attention of the Judiciary, Personnel and Licensing committee for review. Upon review it may be determined that the Judiciary, Personnel and Licensing committee would meet with the member or the member will be contacted and asked to resign from their appointment. If the member does not voluntarily resign from their appointment, notification will be sent to the member that the matter will be placed on the Village Board agenda for review. Removal of the member requires a 2/3 vote of the Village Board.

ANALYSIS

The language is drafted so that it applies to meetings that either meet monthly or quarterly. For those that meet monthly, members would be subject for removal if they missed 7+ of the last 12 meetings in a calendar year or 3 consecutive meetings at any time. For those that meet quarterly, members would be subject for removal if they missed 3+ of the last 4 meetings in a calendar year or 3 consecutive meetings at any time.

Currently there is no proposed language in the policy addressing exemptions to being removed. Usually the main exemption discussed in this matter relates to a significant long-term illness. It is recommended as a best practice to avoid any exemptions in an attendance policy for two reasons. First of all, if a member misses meetings due to health and is removed from the committee, the resident can re-apply at any time afterwards when they are healthy to do so and the Village Board can consider their application and reappointment at that time. Secondly, listing no exemptions will help the JPL Committee along with the Village Board execute an equitable process when it comes to managing attendance for all boards, committees and commissions.

Lastly, some policies and handbooks will provide two separate guidelines for attendance based on whether or not the member's absences were excused and communicated in advance to the chair and/or staff liaison. Staff can certainly look at additional language if the JPL Committee would like to explore that direction.



AT THE EDGE OF THE CITY AND
THE HEART OF EVERYTHING

VILLAGE CLERK'S MEMO

DATE: November 7, 2016

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

FROM: Tanya O'Malley, Village Clerk/Treasurer

Re: Discussion for Village Boards, Commissions, and Committees

BACKGROUND

On May 16, 2016, the Judiciary, Personnel and Licensing (JP&L) Committee, directed the Village Clerk to begin scheduling interviews for filling upcoming/existing vacancies on Village Boards, Committees, and Commissions.

INTERVIEW SCHEDULE

At this time no additional interviews have been scheduled.

VACANCIES

Attached is an updated listing of current vacancies on the various Village Boards, Committees, and Commissions. This listing assumes that any appointments listed on the Village Board agenda for consideration are approved.

RECOMMENDATIONS

If appropriate, direct the Village Clerk-Treasurer to schedule additional interviews

If appropriate, direct the Village Clerk-Treasurer to place specific appointments on an upcoming agenda for JP&L and/or Village Board consideration

Village Boards, Committees, and Commissions

Committee	Number of Vacancies	Notes
Board of Appeals	0	
Board of Review	3	1 Regular - Expiration 2020 1 Alternate - Expiration 2018 1 Alternate - Expiration 2017
Community Development Authority	0	
Conservation Committee	0	
Design Review Board	0	
Elder Services Advisory Board	1	1 - Expiration 2019
Library Board	0	
Parks	0	
Ped & Bike Safety	0	
Plan Commission	0	
Police	1	1 - Expiration 2021
Public Art Committee	1	1 - Expiration 2019
Recreation Advisory Committee	0	



AT THE EDGE OF THE CITY AND
THE HEART OF EVERYTHING

MEMORANDUM

TO: Tr. Ann McKaig, Chair of Judiciary, Personnel and Licensing Committee
Village Board of Trustees

FROM: Chris Swartz, Village Manager
Tyler Burkart, Assistant Village Manager

DATE: November 21, 2016

RE: Special Events Policy

OVERVIEW

In a typical year, the Village receives several requests from outside groups to conduct special events that may require staff time and other significant Village resources. It is a best practice to have a special event policy that sets the rules and processes outside groups need to follow when it comes to seeking appropriate Village resources. A special event can be defined as a temporary entertainment and/or amusement activity open to the general public and organized, produced or sponsored by a person, group or organization.

A policy allows the Village an opportunity to set clear guidelines and an approval process involving both Village staff and the Village Board. The policy also discusses guidelines towards Village communications of these events, financial responsibilities, and additional provisions for fun runs. The policy draft attached to this memorandum has been created and reviewed by all departments involved in the process (Department of Public Works, Police Department, Clerk/Treasurer's Office, and the Village Manager's Office).

Adopting a special events policy will also change some of the ordinance language we have in the Village Code. Currently we have two sections that address special events: Chapter 397 on Parades and Chapter 462 on Street Festivals. Both of these items are covered under the new special events policy. Therefore, both of these ordinances will be removed from the Village Code and replaced with new language on special events, which will be inserted into Chapter 462.

NEXT STEPS

Village staff is asking the Judiciary, Personnel and Licensing (JPL) Committee to review the drafted special events policy and new ordinance language along with providing comments and feedback to staff. It is anticipated that this policy will be reviewed and discussed at several JPL Committee meetings before taking the policy to the Village Board. Staff is asking the Village Board to take action on this policy before April 1, 2017.



Policy No. xx	Page: 1	Page 1-4 Policy Page 5-7 Application
Title: Special Events		
Authority: Shorewood Village Board		

A. PURPOSE

The purpose of this policy is to set rules and processes that will guide the Village staff in seeking an appropriate use of Village resources, clearly defined financial responsibilities, a formal event approval process and consistent promotion and communication of special events within the Village.

B. DEFINITIONS

A special event is a temporary entertainment and/or amusement activity, open to the general public and organized, produced or sponsored by a person, group or organization or the Village. The event is extraordinary in that:

- The event is not ordinarily conducted on a daily or regular normal average use basis as a lawful use of the premises upon which such event is to occur,
- The event cannot be held completely within the confines of an existing building on such premises,
- And for which event it is reasonably anticipated that the number of persons attending will at any time exceed the maximum occupancy of the existing building(s) on the property or will substantially exceed the regular normal average patronage and traffic generated otherwise attending such premises as a result of its regular normal average and lawful use.

Such special events include, but are not limited to: festivals, carnivals, 5K or ‘Fun Run’s, firework displays, parades, concerts, picnics and fairs. Exceptions to these examples would be neighborhood block parties. Block parties will require the Block Party Application form.

A Village-Sponsored event is an event that the Village of Shorewood agrees to help coordinate on an annual basis. Examples of Village-Sponsored events include but are not limited to: 4th of July Parade and firework display, Summer Concert Series, Plein Air Shorewood and National Night Out.

Legacy Events that exempted from this policy include but are not limited to: the Shorewood Criterium Bike Race, Shorewood Men’s Club summer BBQ and Business Improvement District events.

C. PROCESS FOR APPLICATION AND APPROVAL

1. The interested group, organization or individual will meet with the Village Clerk to determine the type of permit required for their event. At which time, the Clerk will then distribute the appropriate forms and applications required, along with any other pertinent information needed based on timeline of event.

2. Upon return of the materials, the Village Clerk or a representative will collect the permit fee and review the application. If appropriate, the application will then be reviewed by the Clerk to determine completeness and accuracy of Village participation. If more information is required, the Clerk or relevant department may contact the interested party directly to obtain it.

3. If necessary, the application materials will then be subject to departmental (Police, Public Works and in some cases Planning Departments) review and/or revision. Departmental review will be scheduled on an as-needed basis by the Village Clerk. The maximum number of days for staff review will depend on the event. Departmental review may result in recommended conditions of approval to be considered by the Village Clerk, Village Manager or the Village Board. If needed, Village Staff will reach out to other entities.

4. After review, the group, organization or individual or their designee will then be asked to meet with the involved departments at a mutually agreed upon time and place so that all information can be shared and if any changes were made (as a result of departmental review listed in step 3), materials can be updated at that time.

5. After Village staff and the applicant reach an agreement for the Special Event, the event will then be presented to the Village Board at the next available meeting for review and possible approval. If approval has been granted by the Village Board, the event may proceed as scheduled and also may be promoted by the Village, if the event fits the criteria as set forth in Section E of this policy.

A. If the application is approved, the applicant will receive a permit, and the event shall not be modified without prior approval of the Village Board, Village Manager or of the Village Clerk. The Village Clerk is authorized to approve minor modifications. Modifications that require Village Manager approval include, but are not limited to: changes in the dates, duration and location of the event.

B. If the application is denied, the Clerk or their designee will provide notification to the applicant stating reasons for the denial.

6. Decisions of the Village Board to approve or deny an application, and any conditions of an approved permit may be appealed to the Village Board of Appeals as provided in the Village Code. And the Village Board of Appeals will follow the appeals process as stated in Village Code §535-56.

It should be noted that all Special Event applications *must* be considered by the Village Board. Applications will not be scheduled for Village Board review and approval until all required information has been provided and all staff reviews have been completed.

D. CRITERIA FOR APPROVAL

New events that are unique in nature will be evaluated on a case by case basis and will also be subject to Village Board approval.

Special events sponsored by and held on the property owned by other governmental agencies including, but not limited to the Shorewood School District, Milwaukee County, and the State of Wisconsin are required to obtain special events permits from the Village but will have their fees waived.

The fee amount will be based upon if the applicant is for- or non-profit and listed in the Village's annual Fee Schedule.

Parks throughout the Village are not able to be reserved. These areas are for public use and if the event takes place in a Village park area, it is acknowledged that it will remain open to residents and/or visitors

during said event. It should be noted that Estabrook Park is a Milwaukee County Park and not subject to this Village policy.

All approved Special Events that require street and/or public parking lot closures can begin no earlier than 11:00am (including setup) and must end no later than 5:00pm (including cleanup) on the same day. Additionally, these events may only take place on Saturdays or Sundays.

A limit of 5 total private events that require street and/or public parking lot closure will be allowed per calendar year, excluding neighborhood block parties and Village-sponsored events.

The Village of Shorewood has set a Special Event limit as follows: any business, group, organization or individual may not hold more than two (2) Special Events per year.

Non Village-Sponsored events that require the closure of Capitol Drive and/or Oakland Avenue and adjacent areas will be denied by the Village Clerk without departmental review.

If the event includes an admission charge, sale of event promotional items such as, but not limited to clothing and souvenirs, charges to exhibitors or vendors for booth or display space, sponsorship involving cash donations to the sponsoring organization, on-site solicitation of donations or any other cash income, an event budget shall be submitted showing estimated income by source, estimated event production expenditures and identifying the planned beneficiary or beneficiaries of any excess of income over expenditures.

E. VILLAGE COMMUNICATION & PROMOTION POLICY

The Village of Shorewood has many communication resources, including but not limited to: the weekly Manager's Memo, social media platforms, Village website, the Library's Civic Information Center and the Village Center's Information Board.

When a resident or any individual would like to apply to use Village communication resources for promotion of their event, it will be at the Village Manager or his/her designee's discretion.

Events that the Village will not allow, promote, advertise or assist in under any circumstances include but are not limited to:

- A business solely using Village resources for commercial or solicitation purposes.
- Any obscene, profane, defamatory libelous or false advertising or language.
- Gambling or illegal purpose or activity.
- Promotion or endorsement of commercial products or services.
- A violation of the Village's policies and ordinances, or any purposes that violates State or Federal laws.
- Any event that is not open to the general public.
- Any event that is discriminatory and/or prejudiced towards others.
- Political candidates for local, state or federal office, or to individuals or links to personal home or campaign pages.
- To prevent the appearance of impropriety, any event/organization that is subject to a Village governmental action, whether seeking Village Board approval, code amendment or administrative action, or which is the subject of enforcement. Should something similar be

promoted, the Village Manager or his/her designee has authority to remove and/or stop promotion of said event.

By promoting and/or advertising an event, it does not constitute an endorsement of said organization or individual or of any particular actions or positions taken by any organization or individual.

F. VILLAGE FINANCIAL RESPONSIBILITIES

Village staff will be responsible for determining additional resources needed for the special events and the cost for those resources will be billed to the applicant.

Requested Village services can be but are not limited to: traffic control, parking restrictions, special barricading, emergency services, additional collections or cleanup, on-site security monitoring of events or other special event needs. The financial impact of these requests may be the responsibility of the applicant(s) and a subsequent cost estimate may be given by the involved departments as required. If applicable, a deposit for the estimated costs may be asked upon and provided prior to the application being considered by the Village Clerk's office.

The Village Board shall from time to time by resolution as it deems necessary and appropriate provide for and set all rates, charges and fees for Street Festival Permit applications, use of, or impact to, Village facilities and other costs related to special events.

Except as provided for with respect to Village-Sponsored Events, fee waivers for Street Festival Permit application fees, rental fees and other related costs are prohibited.

G. ADDITIONAL PROVISIONS FOR 'FUN RUN' EVENTS

Definition: a 'Fun-Run' is an untimed, non-competitive charity event in where participants run a defined amount of distance, the start and/or end of which must be contained within the Village limits.

Roads in the Village for running and other fitness events will not be closed unless the event is considered a legacy or regional event (examples include but are not limited to: the Lakefront Marathon and UPAF Ride for the Arts).

Village staff reserves the right to work with the applicant to determine the most appropriate route or course for each event so that automobile and pedestrian traffic, reasonable noise levels and other conditions are not adversely affected and are safe and orderly for all involved. Applicants proposing the closure of Village streets must obtain the appropriate permits as set forth in of the Shorewood Village Code.

All participants will be subject to applicable traffic laws. Participants are also required to wait at intersections until it is clear of vehicle traffic. The applicant will supply a certificate of liability insurance naming the Village as an additionally insured. Volunteers that are being used to flag and alert traffic do not have the authority to stop or direct traffic.

Walkers are required to use the sidewalk. Runners should use the parking lane on Village streets and stay as close to the left as possible (facing traffic approaching). Children are to be supervised by adults and not allowed to run in the streets unattended.

The Village encourages applicants to use cones throughout the route to notify neighbors and residents of the route/course and potential runners in the area.



Special Event Permit Application – Fee (based on Schedule)

SUMMARY OF EVENT

Event Title: _____ Date(s) of Event: _____

Event Location: _____

Nature of Event: Street Festival Parade (March, Procession, Bike Race/Ride, Foot Race/Ride)

Site Plan Requirement: All applicants are required to submit a detailed Site Plan/Map. Site plans/maps must include location, any street closures, barricades, race/parade routes, stages, alcohol sale location, tents, etc.

Certificate of Insurance, naming the Village of Shorewood as an additional insured party, must be attached before permit can be issued.

Description of Event: Describe what you are planning so that reviewing officials can determine whether city services will be needed.

Anticipated Attendance (participants, staff, vendors, crowd, etc.): _____

Is this a multi-day event? Yes No If so, how many days? _____

Start Date: _____

End Date: _____

EVENT ORGANIZER INFORMATION

Applicant Name: _____

Group Represented: _____

Address: _____

Phone: _____ Email: _____

Person In Charge of Event: _____

On-Site Contact: _____ On-Site Phone: _____

Billing Address: _____

DETAILED EVENT INFORMATION

Event Set Up Date: _____ Time: _____

Start Time For Event: _____ a.m./p.m. End Time For Event: _____ a.m./p.m.

Alcohol Being Served*? Yes No Licensed Agent: _____

*An application for a Temporary Class "B"/"Class B" Retailer's License must be submitted and approved to serve alcohol.

Barricades Needed? Yes No Amount Needed & Locations: _____

Will A Temporary Structure or Tent Be On-Site? Yes No Does the Tent have Sidewalls? Yes No

Police Services Requested? Yes No Hours & Dates Police Services Needed: _____

Trash Receptacles Needed? Yes No Amount Needed & Locations _____

Applicant(s) have agreed to take responsibility for the setup of any barrels/barricades and cleanup of the event. Yes No

Person(s) Responsible for Setup before & Clean Up after the Event: _____

Picnic Tables Needed? Yes No Amount Needed & Locations _____

Will Your Event Involve Live Performances, Loud Speakers or a DJ*? Yes No

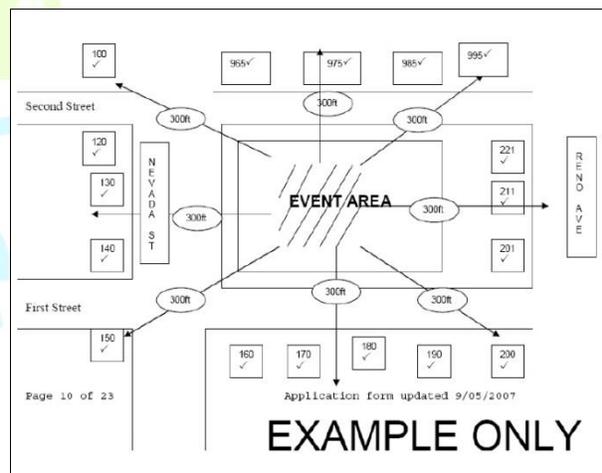
*An application for a 3-day Cabaret license must be submitted and approved.

IMPACTED NEIGHBOR NOTIFICATION

The Event Organizer shall notify all residences and businesses within any street closure or lane restriction area of the upcoming event.

Notification shall include the following information:

- Event name
- Dates and times of event
- A brief description of the event
- Any closure areas
- Where attendees will be parking



AFFIDAVIT OF APPLICANT

I, the undersigned applicant, or authorized agent thereof, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Shorewood to approve the Special Event and other permits herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Shorewood in the conduct of the Special Event described herein.

Signature of Applicant

Date of Signature

I/We, the undersigned, agree to abide by all Village Ordinances and the rules and regulations which are made part of this permit application and hereby release, discharge, hold harmless and agree to defend the Village of Shorewood, its officers, agents, and employees from and against any and all loss that may arise out of or result from, in any way, in whole or in part, the scheduled event, the conduct or actions of any individual participating in or attending the scheduled event, the issuance of the Road Closing Permit or the closing of any road (whether or not a Permit has been issued) for the scheduled event.

Signature of Applicant

Date of Signature

VILLAGE OF SHOREWOOD STAFF USE ONLY

POLICE DEPARTMENT REVIEW

Approval Recommended: YES NO

VILLAGE MANAGER REVIEW

Approval Recommended: YES NO

PUBLIC WORKS DEPARTMENT REVIEW

Approval Recommended: YES NO

VILLAGE CLERK REVIEW

Approval Recommended: YES NO

PLANNING DEPARTMENT REVIEW

Approval Recommended: YES NO

VILLAGE BOARD CONSIDERATION

Village Board Meeting Date: _____

Village Board Approval Date: _____

Permit Number: _____

Notes: _____

PROPOSED ORDINANCE LANGUAGE

Chapter 462 Special Events

§ 462-1 Purpose.

The purpose is to establish rules and processes that will guide the Village in seeking an appropriate use of Village resources, clearly defined financial responsibilities, a formal event approval process and consistent promotion and communication of special events within the Village.

§ 462-2 Definitions.

APPLICANT

Any person, group or organization that is applying or has applied for a special event permit.

SPECIAL EVENT

A temporary entertainment and/or amusement activity, open to the general public and organized, produced or sponsored by a person, group or organization or the Village. The event is extra ordinary in that:

- The event is not ordinarily conducted on a daily or regular normal average use basis as a lawful use of the premises upon which such event is to occur,
- The event cannot be held completely within the confines of an existing building on such premises,
- And for which event it is reasonably anticipated that the number of persons attending will at any time exceed the maximum occupancy of the existing building(s) on the property or will substantially exceed the regular normal average patronage and traffic generated otherwise attending such premises as a result of its regular normal average and lawful use.

VILLAGE SPONSORED EVENT

An event that the Village of Shorewood agrees to help coordinate on an annual basis.

§ 462-3 Permit required; exceptions.

- A. No person shall engage in, participate in, aid, form, or start any special event unless a special event permit has been obtained from the Village Clerk, which shall be approved by the Village Board.
- B. This chapter shall not apply to neighborhood block parties. Block parties will require a Block Party Application form.

§ 462-4 Application for permit.

An applicant seeking issuance of a special event permit shall file an application with the Village

Clerk on forms provided by such officer or their designee.

- A. Filing. An application for a special event permit shall be filed with the Village Clerk not less than 30 days before consideration by the Village Board.
- B. Late applications. The Village Clerk, where good cause is shown therefor, shall have the authority to consider any application hereunder which is filed less than 30 days before the date such event is proposed to be conducted.
- C. Fee. There shall be a fee charged for a special event permit. (See Village Fee Schedule.)

All special event applications are required to include all information on the appropriate form.

§ 462-5 Permit issuance.

The Village Clerk, upon approval of the Village Board, shall issue a permit from a consideration of the application and from such other information as may otherwise be obtained.

§ 462-6 Appeal of permit denial.

Any applicant aggrieved shall have the right to appeal the denial of a special event permit to the Village Board of Appeals. The appeal shall follow the standard process in Village Code §535-56.

§ 462-7 Duties of applicant.

An applicant shall comply with all permit directions and conditions and with all applicable policies, laws and ordinances. The special event coordinator or other person heading or leading such activity shall carry the special event permit during the conduct of the event.

§ 462-8 Insurance requirement.

Each applicant shall furnish a certificate of insurance showing insurance written by a company licensed in the State of Wisconsin, approved by the Village and covering any and all liability or obligations which may result from the operations by the applicant's employees, agents, contractors or subcontractors. The certificate shall provide that the company will furnish the Village with a ten-day written notice of cancellation, nonrenewal or material change. The policy insurance shall provide minimum combined single limits for bodily injury and property damage of \$1,000,000 or such other insurance as deemed to be adequate by the Village Attorney.

§ 462-9 Revocation of permit.

The Village Clerk, with written approval of the Village Manager and the Chief of Police, shall have the authority to revoke a special event permit issued hereunder upon appropriate circumstances and review.

§ 462-10 Violations and penalties.

[Amended 5-20-1991 by Ord. No. 1602]

Except where a penalty is otherwise prescribed, the penalty for violation of any provision of this chapter shall be as set forth in § **115-1** of the Village Code.

CURRENT ORDINANCE LANGUAGE TO REMOVE

Chapter 397 Parades

[HISTORY: Adopted by the Village Board of the Village of Shorewood as Ch. 13, Art. 11 and § 13-1703 of the 1986 Code. Amendments noted where applicable.]

§ 397-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

CHIEF OF POLICE

The Chief of Police of the Village of Shorewood.

PARADE

Any number of people engaged in a march, ceremony, show, exhibition, pageant, demonstration, or procession of any kind, or any similar display in or upon any street, sidewalk, alley, park, parkway, or any other public way or public place in the Village.

PARADE PERMIT

A permit as required by this chapter.

PERSON

Any person, firm, partnership, association, corporation, company or organization of any kind.

VILLAGE

The Village of Shorewood.

§ 397-2. Permit required; exceptions.

- A. No person shall engage in, participate in, aid, form, or start any parade unless a parade permit shall have been obtained from the Village Clerk, which shall be approved by the Chief of Police and the Village Manager.
- B. This chapter shall not apply to:
 - (1) Funeral processions.
 - (2) Students going to and from school classes or participating in educational activities, provided that such conduct is under the immediate direction and supervision of the proper school authorities.
 - (3) A governmental agency acting within the scope of its function.

§ 397-3. Application for permit.

A person seeking issuance of a parade permit shall file an application with the Village Clerk on forms provided by such officer.

- A. Filing. An application for a parade permit shall be filed with the Village Clerk not less than 15 days before the date on which it is proposed to conduct the parade.

- B. Contents. The application for a parade permit shall set forth the following information:
- (1) The name, address, and telephone number of the person seeking to conduct such parade;
 - (2) If the parade is proposed to be conducted for, on behalf of, or by an organization, the name, address, and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization;
 - (3) The name, address, and telephone number of the person who will be the parade chairman and who will be responsible for its conduct;
 - (4) The date when the parade is to be conducted;
 - (5) The route to be traveled, the starting point, and the termination point;
 - (6) The approximate number of persons who, and animals and vehicles which, will constitute such parade, the type of animals and the description of the vehicles;
 - (7) The hours when such parade will start and terminate;
 - (8) A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;
 - (9) The location by streets of any assembly areas for such parade;
 - (10) The time at which units of the parade will begin to assemble at any such assembly area or areas;
 - (11) The interval of space to be maintained between units of such parade;
 - (12) If the parade is designed to be held by or in behalf of or for any person other than the applicant, the applicant for such permit shall file with the Village Clerk a communication in writing from the person proposing to hold the parade authorizing the applicant to apply for the permit on his behalf; and
 - (13) Any additional information which the Village Clerk shall find reasonably necessary to a fair determination as to whether a permit should be issued.
- C. Late applications. The Village Clerk, where good cause is shown therefor, shall have the authority to consider any application hereunder which is filed less than 15 days before the date such parade is proposed to be conducted.
- D. Fee. There shall be a fee charged for a parade permit. (See Village Fee Schedule.)

§ 397-4. Standards for issuance.

The Village Clerk, upon written approval of the Village Manager and Chief of Police, shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, he finds that:

- A. The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;
- B. The conduct of the parade will not require the diversion of so great a number of police officers of the Village to properly police the line of movement and the areas contiguous thereto as to prevent adequate police protection to the Village;
- C. The conduct of such parade will not prevent or interfere with the operation of any public service within the Village which it may be necessary to provide during the period the parade is in progress;
- D. The concentration of persons and vehicles at assembly points of the parade will not unduly interfere with proper police and fire service or ambulance service to areas contiguous to such assembly points;

- E. The conduct of the parade is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct, or to create a disturbance;
- F. The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route; and
- G. The parade is not to be held for the sole purpose of advertising any product or goods and is not designed to be held purely for private profit.

§ 397-5. Action on application.

The Village Clerk shall act upon the application for a parade permit within three days after the filing thereof. If the application is not approved, the Village Clerk shall mail to the applicant, within five days after the date upon which the application was filed, a notice of the action, stating the reasons for the denial of the permit.

§ 397-6. Appeal of permit denial.

Any person aggrieved shall have the right to appeal the denial of a parade permit to the Village Board. The appeal shall be taken within 10 days after notice. The Village Board shall act upon the appeal at its next meeting after the receipt of same or within a reasonable time thereafter.

§ 397-7. Alternative permit.

The Village Clerk, in denying an application for a parade permit, with the written approval of the Village Manager and Chief of Police, shall be empowered to authorize the conduct of the parade on a date, at a time, or over a route different from that named by the applicant. An applicant desiring to accept an alternative permit shall, within five days after notice of the action of the Village Clerk, file a written notice of acceptance with the Village Clerk. An alternate parade permit shall conform to the requirements of and shall have the effect of a parade permit under this chapter.

§ 397-8. Contents of permit.

Each parade permit shall state the following information:

- A. Starting time;
- B. Speed of travel;
- C. Maximum interval of space to be maintained between units of parade;
- D. The portions of the streets to be traversed that may be occupied by the parade;
- E. The maximum length of the parade; and
- F. Such other information as the Village Clerk shall find necessary to the enforcement of this chapter.

§ 397-9. Duties of permittee.

A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances. The parade chairman or other person heading or leading such activity shall carry the parade permit upon his person during the conduct of the parade.

§ 397-10. Public conduct during parades.

- A. Interference. No person shall unreasonably hamper, obstruct or impede, or interfere with any parade or parade assembly, or with any person or vehicle participating or used in a parade.
- B. Driving through parades. No driver of a vehicle shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade.
- C. Parking on parade route. The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade. Signs shall be posted to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this chapter.

§ 397-11. Revocation of permit.

The Village Clerk, with written approval of the Village Manager and the Chief of Police, shall have the authority to revoke a parade permit issued hereunder upon application of the standards of issuance as herein set forth.

§ 397-12. Violations and penalties.

[Amended 5-20-1991 by Ord. No. 1602[1]]

Except where a penalty is otherwise prescribed, the penalty for violation of any provision of this chapter shall be as set forth in § **115-1** of the Village Code.

[1]

Editor's Note: Amended at time of adoption of Code (see Ch. **1**, General Provisions, Art. **I**).

CURRENT ORDINANCE LANGUAGE TO REMOVE

Chapter 462 Street Festivals

[HISTORY: Adopted by the Village Board of the Village of Shorewood as Ch. 10, Art. 3 of the 1986 Code. Amendments noted where applicable.]

GENERAL REFERENCES

Parades — See Ch. **397**.

Rummage sales — See Ch. **437**.

Streets, sidewalks and public areas — See Ch. **466**.

§ 462-1. Purpose.

It is recognized that the primary purpose of a public street, alley or sidewalk is to permit pedestrian and vehicular travel and to provide access to abutting properties. It is further recognized that the commercial use of the public streets, alleys or public ways for the sale or vending of merchandise or other material is a privilege rather than a right which may be prohibited or closely regulated to encourage the safe, convenient and uninterrupted use of the public streets for travel. It is, therefore, declared to be the purpose of this chapter to regulate commercial street activity as otherwise specifically provided for by this chapter.

§ 462-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

GOODS

Food, property and personal property of any kind and includes goods provided incidental to services offered or sold.

OTHER PUBLIC PREMISES

Any premises owned or controlled by the Village, or any board or agency thereof, and dedicated for use by the public generally and includes premises appurtenant to public buildings.

PERMANENT MERCHANT

A vendor who, for at least one year prior to the consideration of the application, has continuously operated an established place of business in this Village.

PUBLIC WAY

Any public thoroughfare dedicated, condemned, acquired or created in accordance with the statutes for street, alley or pedestrian way purposes.

STREET FESTIVAL

Any fair or event taking place on any public way or other public premises, including open markets and farmers' markets, but exclusive of parades, processions, bicycle or foot races.

VENDOR

Any person who sells goods or takes sales orders for the later delivery of goods on any public way or other public premises.

§ 462-3. Permit required.

- A. No person may hold a street festival on any public way or other public premises in this Village without having obtained a permit under this chapter.
- B. No person may act as a vendor on any public way or other public premises except as permitted under this chapter.
- C. The requirements of this chapter, including the described permit, shall be in addition to any ordinance, permit or license requirement of the Village Code or state law.

§ 462-4. Exemptions.

The following shall be exempt from all provisions of this chapter:

- A. Food sales regulated under Chapter **299**, Food, Lodging and Recreational Safety and Licensing.
- B. Transient merchants regulated under Chapter **480** of this Code.
- C. Permanent merchants conducting a temporary sidewalk sale.
- D. Any vendor who sells goods or takes orders for the later delivery of goods within the designated area of any Village-permitted street festival, provided that the person is registered and operating with the permission of the applicant for the street festival permit.

§ 462-5. Application for permit.

- A. Applicants for a street festival permit shall complete and return an application form furnished by the Village Clerk. Such application shall include the name and address of the applicant and shall describe the proposed location of the street festival and delineate the location of the borders of the area intended to be used with particularity. The application shall describe the types of merchandise to be sold, marketing methods to be used, public need or convenience, the appropriateness of the location, the public safety factors affected (for example and without limitation, noise, litter, congestion, impediment to traffic and travel) and the overall effect the festival would have on the general neighborhood. In addition:
 - (1) Street festival sales. All permit applications for street festivals as defined in § **462-1** shall include 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; such list shall be finalized no later than two working days prior to each event for all nonfood vendors and seven working days for food vendors.
 - (2) Indemnification. The street festival permit application shall contain the following statement: "The applicant agrees to defend, indemnify and save harmless the Village from and against all liabilities, claims, demands, judgments, and 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." No permit may be issued unless the applicant has agreed to the terms of this statement on the written application.

- (3) Insurance. Each applicant shall furnish a certificate of insurance showing insurance written by a company licensed in the State of Wisconsin, approved by the Village and covering any and all liability or obligations which may result from the operations by the applicant's employees, agents, contractors or subcontractors. The certificate shall provide that the company will furnish the Village with a ten-day written notice of cancellation, nonrenewal or material change. The policy insurance shall provide minimum combined single limits for bodily injury and property damage of \$1,000,000 or such other insurance as deemed to be adequate by the Village Attorney.
 - (4) Cleanup. The applicant shall agree 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 are 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.
- B. Completed application forms will be transmitted to the Health Department, the Police Department, the Planning and Development Department and the Department of Public Works for review. After approval by each of these departments, all applications for street festivals will be submitted to the Village Board of Trustees for consideration at least 30 days in advance of the event. An application may be for one date or for a series of recurring dates which may not exceed a two-month period.
 - C. A street festival permit may also have additional restrictions and limitations placed upon it as deemed appropriate by the Village Board.
 - D. Fee. Each application shall be accompanied by a fee as designated within the Village Fee Schedule.

§ 462-6. Inspections; suspension or revocation of permit.

- A. Inspection. The Village Health Officer, the Police Chief or their duly designated agents, after proper identification, shall be permitted to inspect and investigate any vendor and the vendor's wares and records regarding sales, in the designated street festival area, for the purpose of determining compliance with the provisions of this chapter and other applicable Village and state regulations.
- B. Suspension. Whenever the Village Health Officer, the Village Police Chief, or their designees find unsanitary or other conditions in the operation of a vendor's business which are determined to constitute a substantial hazard to the public, they may, without warning, notice or hearing, issue an order to the permittee, operator or employee in charge of said business citing such conditions and specifying the corrective action to be taken and the time period to be allowed for completion of the corrective action. If conditions warrant, such order may also include immediate suspension of the permit, and all further vending shall cease immediately. Failure to allow inspection is grounds for suspension.
- C. Revocation. For serious or repeated violators of any of the requirements of this chapter or other applicable Village and state regulations, or for interference with Village officers or inspectors in the performance of their duties, the permit granted hereunder may be

permanently revoked. The permit holder shall be given notice, in writing, with the notice stating that the permit shall be revoked on a date certain five days after the notice is given, unless the permit holder requests a hearing prior to the date certain.

§ 462-7. Appeals.

Any permit holder whose permit has been suspended or revoked or any applicant that has been denied a street festival permit may, upon written request to the Village Clerk, appeal the suspension, revocation or denial to the Village Board of Appeals pursuant to § **535-56** of this Code.

§ 462-8. Violations and penalties.

Except where a penalty is otherwise prescribed, the penalty for violation of any provision of this chapter shall be as set forth in § **115-1** of the Village Code

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Editor's Note: Amended at time of adoption of Code (see Ch. **1**, General Provisions, Art. **I**).