



NOTICE

PLEASE TAKE NOTICE that meetings of the **COMMITTEE OF THE WHOLE** and **REGULAR VILLAGE BOARD MEETING** will be held via teleconference on **Wednesday, September 8, 2021**, at the times listed below:

COMMITTEE OF THE WHOLE, 6:00 P.M.

Link: <https://us06web.zoom.us/j/86530465122>

Phone: **312-626-6799**

Meeting id: **865 3046 5122**

1. Overview of the 2022 Budget.
2. Update on ARPA funds. (est. 7:00 p.m.)

REGULAR MEETING OF THE VILLAGE BOARD, 7:30 P.M.

Link: <https://us06web.zoom.us/j/87274223489>

Phone: **312-626-6799**

Meeting id: **872 7422 3489**

Members of the public will be muted and have their video turned off upon entry. Comments will be taken during citizen's comments and if the Village Board accepts comments at other times during an agenda item. When the Village Board starts accepting citizen's comments, members of the public will have the ability to unmute themselves and appear by video by raising their virtual hand (selecting the raise hand under the bottom right side under participant names) after being called upon by the Chair. If participating by phone, unmute themselves by pressing *6. **PLAN ON SPEAKING AT THE MEETING**, please email the Village Clerk at sbruckman@villageofshorewood.org by 5 p.m. on the meeting night.

MEETING FORMAT:

This is a teleconference meeting of the Village Board. The President will be leading the meeting and Board members will be called upon to speak. If there are members of the public on the call that desire to speak on a topic that is NOT on the agenda, they will be provided an opportunity to do so under "Citizen's to be Heard" on the agenda. The President may also allow for the public to speak following Village Board member discussion on an item following the Village Board discussion. To ensure an efficient meeting, members of the public should not speak until called upon to do so.

1. Call to Order
2. Roll Call
3. Statement of Public Notice
4. Special Order of Business
5. 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.) (est. 7:35 p.m.)
 - a. Accept presentation of accounts – September 8, 2021

- b. Consider regular village board minutes – August 2, 2021
 - c. Consider special village board minutes – August 16, 2021
 - d. Consider authorization to hire village clerk.
 - e. Consider service agreement for facility conditions assessment.
 - f. Consider Request for Proposals for consulting services related to a Form-based Code Update of the Village’s Commercial and Mixed-Use Zoning Districts.
 - g. Consider Hubbard Park parking lot reconstruction MMSD Green Infrastructure Funding Agreement.
 - h. Consider special event permit for Shorewood High School Homecoming Parade.
6. Items Removed from the Consent Agenda.
 7. Public Hearing(s)
 - a. Ordinance 3028: An ordinance amendment related to modifications to Chapter 535 Zoning Article IX Off-Street Parking. (est. 7:45 p.m.)
 8. 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.
 9. New Business
 - a. Consider Ordinance 3028: An ordinance amendment related to modifications to Chapter 535 Zoning Article IX Off-Street Parking. (est. 8:05 p.m.)
 - b. Consider proposal for Lake Drive (STH 32) green infrastructure feasibility review. (est. 8:15 p.m.)
 - c. Review RFP for police chief recruitment. (est. 8:25 p.m.)
 - d. Consider next steps for Atwater Beach lifeguard RFP. (est. 8:50 p.m.)
 10. Reports of Village Officials (est. 9:15 p.m.)
 - a. Village President
 - i. Resignation of Police Commission member
 - b. Village Trustees
 - c. Village Manager
 - i. Swearing in interim Village Clerk
 11. Items for Future Consideration
 12. Closed session – the Village Board upon motion duly made, may convene into closed session to confer with legal counsel for the governmental body pursuant to Wis. Stat. 19.85(1)(e) to confer with legal counsel for bargaining reasons regarding the police union agreement. (est. 9:30 p.m.)
 13. Adjournment

DATED at Shorewood, Wisconsin this 2nd day of September 2021.

VILLAGE OF SHOREWOOD
 Sara Bruckman, CMC/WCMC
 Village Clerk

Should you have any questions or comments regarding any items on this agenda,
 contact the Manager's Office at 414-847-2702.

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 all individuals.



VILLAGE OF SHOREWOOD

REPORTS AND PRESENTATIONS TO VILLAGE BOARD

Agenda Item: 2022 Proposed Budget Overview

Date: September 8, 2021

Presenter: Mark Emanuelson

Department: Finance

Overview – Staff has prepared the attached 2022 proposed budget overview in order to summarize the most significant 2022 budgetary items for the Village Board’s review. This is done through the lens of currently adopted policy changes or recommendations, and a review of those impacts compared to the 2021 budget.

There were several major policy items approved by the Village Board that have aided in being able to prepare this proposed budget in order to continue to maintain existing service levels, programs, and projects that are currently in place or have been otherwise approved, and to continue to support the other goals and objectives of the Village Board. They are as Follows:

- Approval of a staff sharing agreement for the Court Clerk with the Village of Brown Deer.
- Approval of several staffing changes and restructuring as a result of staff retirements and turnover.
- Approval of adjustments to the wage rates and salary ranges of numerous positions which increased the village’s ability to recruit and retain high quality employees.
- Approval to change the method of collection for the water utility public fire protection fees which improves comparability between communities and can allow the village to restore annual capital funding to long-term sustainable levels while still maintaining our eligibility for about \$275,000 of state aids under the Expenditure Restraint program.
- Previously approved a fiscal strategy to use excess General Fund reserves to reduce taxes and limit the growth of the village’s tax levy for debt service to a maximum of 5.0% per year until those needs begin to decline in 2025.
- Support for efforts to begin to improve Equity, Diversity, and Inclusion within the organization through continued funding of EDI engagement opportunities, and the proposed development of a strategic plan for continued improvement of Equity, Diversity, and Inclusion within the community.

Addressing these issues in advance of the budget preparation provides staff an opportunity to provide to the Village Board the most accurate initial projection of the anticipated 2022 budgetary needs for the Village to begin the budget review process.

Again, it is staff’s goal that the following budget overview will provide the Village Board with most of the information needed to make any additional budgetary decisions. The full 2022 proposed budget book which provides the line-item details for each department, as well as additional supporting staff worksheets will be posted online on Thursday, September 9th.

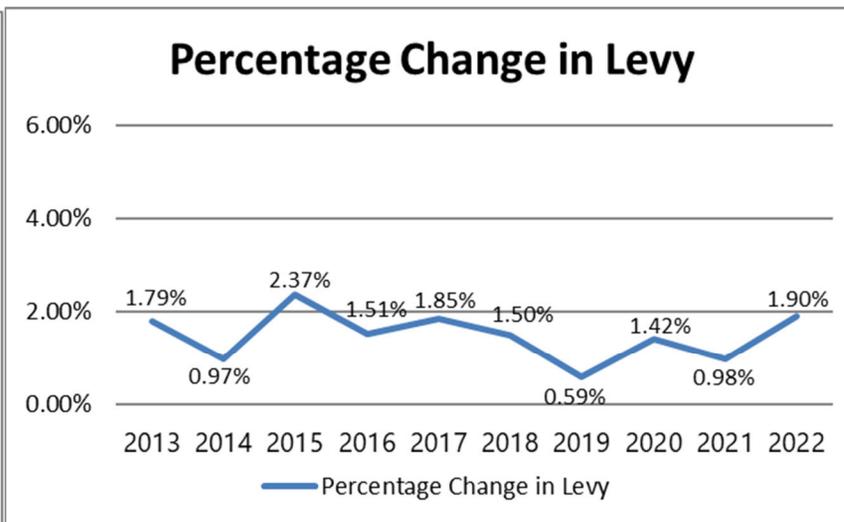
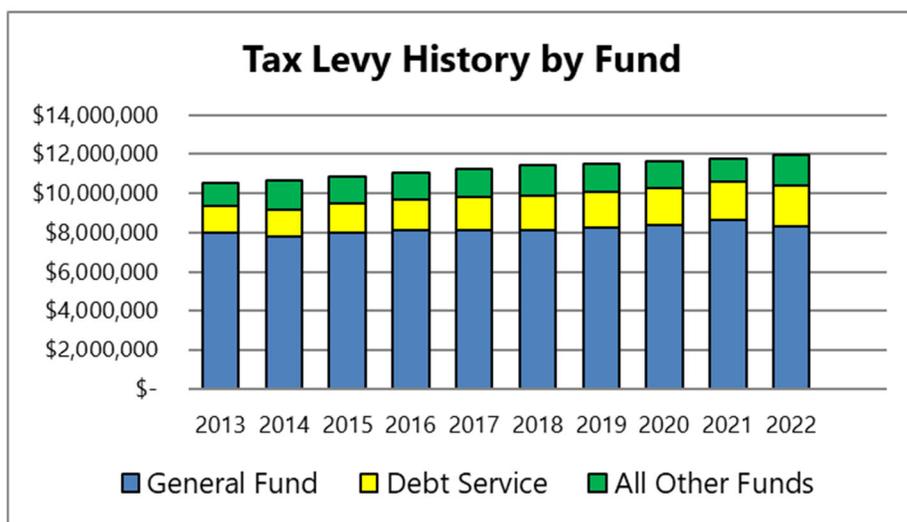
Please contact staff with any questions about budgetary line items or other supporting information so that these general inquiries can be addressed in advance and help facilitate the most effective use of time during the formal budget review sessions.



Budget Metrics – Tax Levy Trends

Tax Levy Trends

- The 2022 proposed budget contains in an overall tax levy increase of 1.90% or \$223,635 over the prior year tax levy. Approximately \$100,000 of this increase relates to a 5.0% increase in the debt service tax levy to pay for past projects.
- This proposed levy will increase the Village portion of a property tax bill for a \$340,000 home by about \$42 in 2022.



Levy Limits

- Levy Limits. As discussed as part of the Village’s long-range financial plan, the levy limit law provides that municipalities cannot increase their annual levy for qualified operating costs, except for an amount equal to their growth in new construction. That amount can be instituted in a lump sum, or spread over a multi-year period at the discretion of the Village Board. Staff has recommended that these amounts be spread over multiple years for added planning stability.
- The Village’s proposed budget is in compliance with the State Levy Limit requirements.



Budget Metrics – Tax Levy Trends

The table below shows the Village’s tax levy history for the past 10 years:

Property Tax Levy by Fund									2022	
Tax Levy	2014 Budget	2015 Budget	2016 Budget	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget	Proposed Budget	% Chg '20 to '21
General Fund	7,827,198	7,997,921	8,113,600	8,134,779	8,152,737	8,269,260	8,404,393	8,650,005	\$8,347,875	-3.49%
Debt Service Fund	1,336,030	1,511,274	1,583,492	1,662,666	1,745,799	1,833,085	1,833,085	1,924,735	\$2,020,975	5.00%
Gen. Capital Projects	539,960	410,406	363,387	443,673	550,486	368,820	387,800	146,000	554,000	279.45%
Library Fund	795,984	812,514	829,890	858,805	876,095	905,085	910,108	928,950	949,060	2.16%
Elder Services Fund	96,481	100,003	105,033	105,499	87,339	107,490	110,975	112,630	114,045	1.26%
Total Village Tax Levy	\$10,630,753	\$10,882,218	\$11,046,002	\$11,250,022	\$11,418,306	\$11,485,740	\$11,648,361	\$11,762,320	\$11,985,955	1.90%
Net Assessed Value *										
(in \$1,000's)	\$ 1,481,542	\$ 1,501,627	\$ 1,418,884	\$ 1,430,447	\$ 1,475,175	\$ 1,464,952	\$ 1,553,815	\$ 1,558,033	\$ 1,658,071	6.42%
Village Only Tax Levy										
Rate per \$1,000	7.175465	7.246951	7.784993	7.864690	7.740306	7.840352	7.496620	7.549468	7.228855	-4.25%
Village portion of tax bill for a \$340,000 home							\$ 2,399	\$ 2,416	\$ 2,458	\$ 42

* Net Assessed Value calculated after 2015 assessment revaluation. Does not include TID improvements.

- The net tax levy change for General Fund operations is (\$302,130) or 3.49% less than the prior year tax levy.
- The debt service levy increased by \$96,240 or 5.00% from the prior year.
- The General Capital Projects Fund levy was restored to sustainable levels and increased by \$408,000 or 279.45% from the prior year.
- The total proposed tax levy increase is \$233,635 or 1.90% in 2022.

2022 Proposed Budget

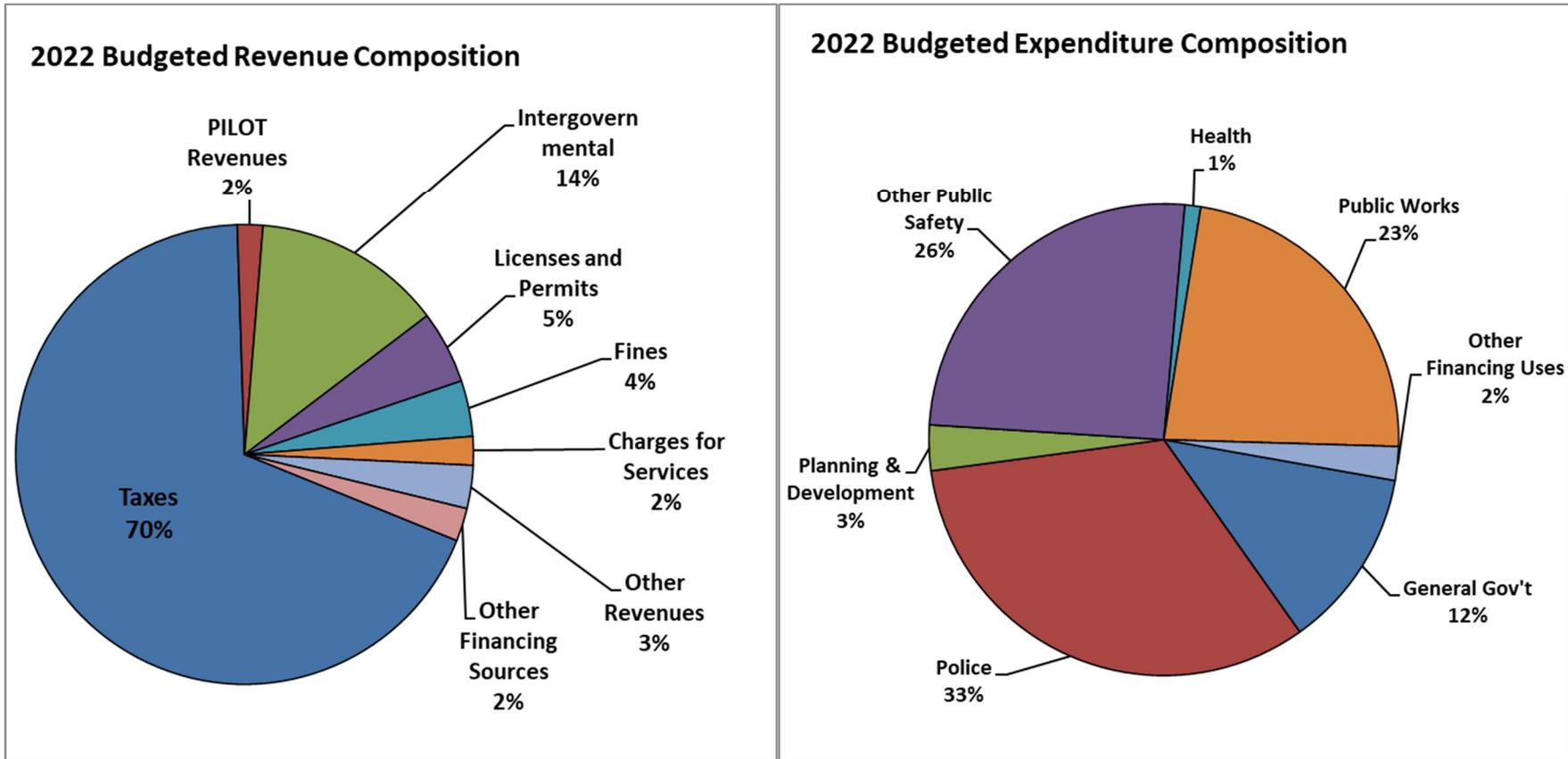
General Fund Summary



	2019	2020	2021	2021	2022	% Chg
	Actual	Actual	Projected	Adopted	Proposed	Budget 21
	Actual	Actual	Projected	Budget	Budget	to '22 prop
Revenues						
Property Taxes	\$ 8,269,259	\$ 8,404,391	\$ 8,650,005	\$ 8,650,005	\$ 8,347,875	-3.5%
PILOT Revenues	207,524	192,884	205,000	225,000	220,000	-2.2%
Intergovernmental	1,478,050	1,433,774	1,483,814	1,472,390	1,635,750	11.1%
Licenses and Permits	607,700	726,750	563,617	588,200	626,700	6.5%
Fines	592,697	475,096	505,000	557,000	479,000	-14.0%
Charges for Services	313,426	267,745	347,852	262,380	270,870	3.2%
Other Revenues	569,085	490,798	307,996	335,495	345,250	2.9%
Other Financing Sources	8,224	31,829	53,100	423,913	283,040	-33.2%
Total Revenues	12,045,965	12,023,267	12,116,384	12,514,383	12,208,485	-2.4%
Expenditures						
General Government	1,261,910	1,378,881	1,412,090	1,476,675	1,513,690	2.5%
Public Safety	7,246,310	7,407,114	7,443,631	7,654,115	7,478,680	-2.3%
Public Works	2,823,216	2,767,115	2,891,939	2,832,950	2,800,010	-1.2%
Health	132,416	144,660	126,730	126,730	133,065	5.0%
Other Financing Uses	253,912	297,321	423,913	423,913	283,040	-33.2%
Total Expenditures	11,717,764	11,995,091	12,298,303	12,514,383	12,208,485	-2.4%
Net Change in Fund Balance	328,201	28,176	(181,919)	0	0	



General Fund Revenue and Expenditure Composition



2022 Proposed Budget



General – Budget Metrics

General Fund Revenue by Source	2019	2020	2021	2021	2022	% Chg
	Actual	Actual	Projected	Adopted Budget	Proposed Budget	Budget 21 to '22 prop
Revenues						
Property Taxes	\$ 8,269,259	\$ 8,404,391	\$ 8,650,005	\$ 8,650,005	\$ 8,347,875	-3.5%
PILOT Revenues	207,524	192,884	205,000	225,000	220,000	-2.2%
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Licenses and Permits	607,700	726,750	563,617	588,200	626,700	6.5%
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Total Revenues	12,045,965	12,023,267	12,116,384	12,514,383	12,208,485	-2.4%

- **Intergovernmental:** The category includes the state transportation, recycling, shared revenues, and expenditure restraint program aids. Staff is expecting a modest net increase in transportation aids in 2022. While this will show as a \$140,000 increase in the General Fund, \$105,000 of these revenues were previously applied to items in the Capital Budget.
- **Licenses and Permits:** The category encompasses the Village's cable TV licenses, building inspection permits, business licenses, and on-street parking permit fees. While cable TV license fees have dropped by about \$25,000, the projected resident usage of on-street parking and those related permit fees have increased by about \$55,000.
- **Fines:** Court Fines-current have been projected to decrease by \$40,000 due to changing trends. Parking fines (net) have been projected to decrease by about \$40,000 due to the drop in overnight parking violations that came with the expansion of the on-street parking permit program.
- **Charges for services:** The 2022 Budgets includes a new \$25,300 line item for chargebacks for court clerk services in the Municipal Court budget.
- **Other Revenues:** The budget for interest on taxes in the Finance department increased by \$10,000 for 2022.
- **Other Financing Sources:** General Fund reserves of \$283,040 are budgeted to support debt service needs for 2022 in order to stabilize the debt service tax levy to a maximum increase of 5.0% from the previous year. The 2021 budget was higher due to an additional transfer to capital.

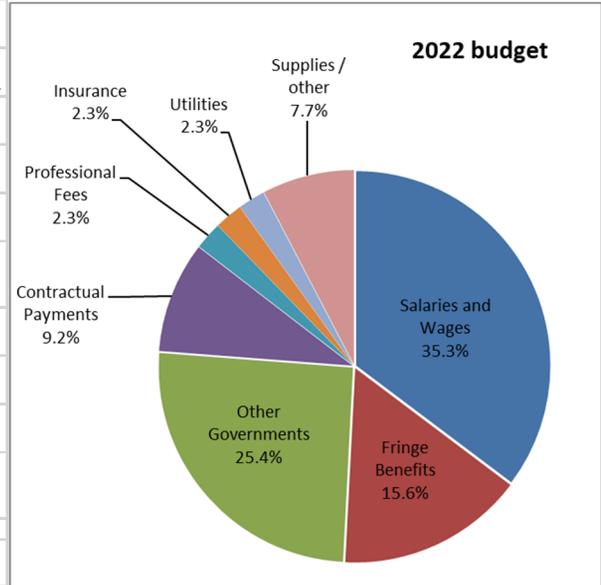


General – Budget Metrics

General Fund Expenditure by Category Summary

The General Fund budgeted expenditures have been summarized into the eight major categories listed above. The information presented show the comparative amounts budgeted for 2021 and 2022, the dollar amount and percentage change from the previous year, and each categories percentage of the total General Fund expenditures.

Category	2021 budget	2022 budget	\$ Change	% Change	% of GF Total Expenditures
Salaries and Wages	4,230,525	4,301,005	70,480	1.7%	35.3%
Fringe Benefits	1,963,735	1,897,820	(65,915)	-3.4%	15.6%
Other Governments	3,298,375	3,097,790	(200,585)	-6.1%	25.4%
Contractual Payments	1,117,360	1,125,640	8,280	0.7%	9.2%
Professional Fees	267,670	279,970	12,300	4.6%	2.3%
Insurance	276,760	285,975	9,215	3.3%	2.3%
Utilities	262,700	274,750	12,050	4.6%	2.3%
Supplies / other	<u>1,097,258</u>	<u>935,535</u>	<u>(161,723)</u>	<u>-14.7%</u>	<u>7.7%</u>
Total Expenditures	12,514,383	12,198,485	(315,898)	-2.5%	100.0%



The proposed budget has been compiled to maintained existing service levels, programs, and projects that are currently in place or have been otherwise approved. There were however a number of factors that have impacted expenditures in the preparation of the current budget.

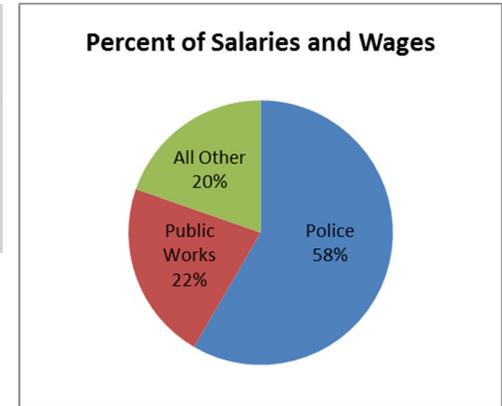
The following pages will provide more detailed information on the composition of each category, and the major factors that have changed from the prior year.



General – Budget Metrics

Salary and Wages

<u>Category</u>	<u>2021 budget</u>	<u>2022 budget</u>	<u>\$ Change</u>	<u>% Change</u>	<u>% of GF Total</u>
Police	2,471,530	2,502,605	31,075	1.3%	20.5%
Public Works	927,375	945,960	18,585	2.0%	7.8%
All Other	<u>831,620</u>	<u>852,440</u>	<u>20,820</u>	2.5%	<u>7.0%</u>
Salaries and Wages	4,230,525	4,301,005	70,480	1.7%	35.3%



Salary and wages make up 35.3% of the General Fund budget. These wages can be summarized into 3 large blocks as illustrated above. This budget includes a base COLA increase of 1.5% for most non-union staff. The current allowable CPI index adjustment for the 2022 Expenditure Restraint Program is 3.3%.

Police: The Police Union contract is currently budgeted for a 2% increase in 2022. With the retirement of the former Deputy Chief there were also a number of position realignments that will result in elimination of that position within the department. In addition, there was a budgetary reduction in the police overtime budget based on department trends since the addition of the swing shift position back in 2018.

The Police department budget is also programmed using a collective total of 6 months of position vacancies that may occur during the new officer recruitment processes as a result of staff turnover and retirements. There are a total of 29 FTE positions in the Police Department.

Public Works: In 2021 the Village Board approved a number of salary changes across the organization based on the current labor market. While the impact of those changes resulted in a 5%-7% wage change for some staff, the overall salary budget is also impacted by the trends and allocations between all public works divisions, which includes the utility operations budgets which are not reported in the General Fund. The proposed budget also reflects the elimination of a Construction Coordinator position and the addition of an Equipment Operator II position to the department.

The DPW salaries budget for general operations is also based on a collective total of 6 months of position vacancies that may occur during the staff recruitment processes as a result of staff turnover and retirements. There are a total of 22.0 FTE positions in the Department of Public Works.

The "All Other" salary category in includes 13.0 FTE positions and reflects general Village Hall staffing levels. There were also a number of wage and staffing changes approved by the Village Board in 2021 for this area. In addition, these changes also resulted in a number of staff allocation adjustments that attribute more time to these functional areas in 2022, which also impacts the budgetary increases over the 1.5% COLA amounts.



General – Budget Metrics

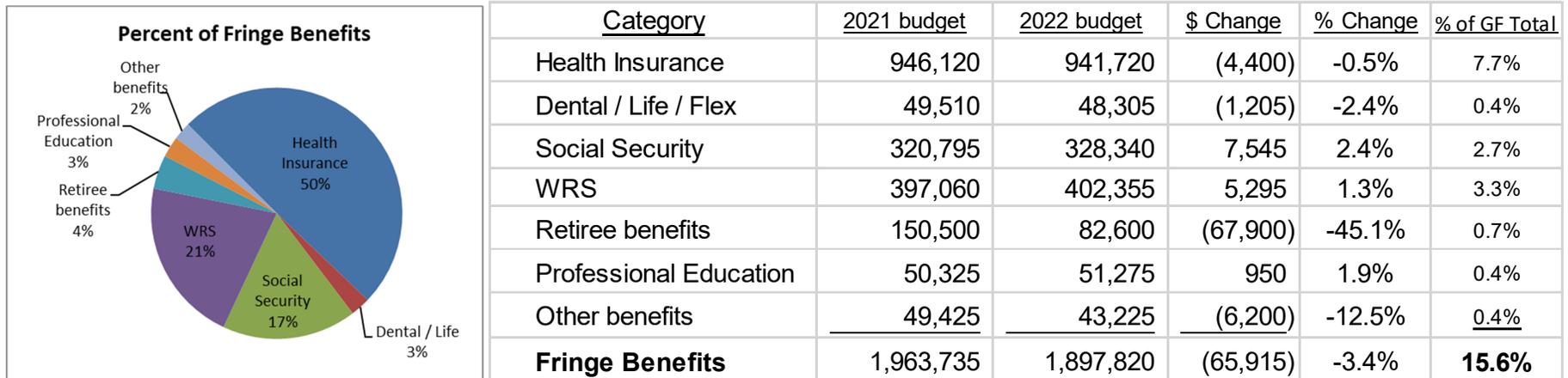
The following table shows a history of the full-time equivalent positions by department over the past 10 years.

Summary of Full Time Equivalent - Budgeted Positions Authorized											Budgeted
Department	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Positions
Village Manager	2.00	2.00	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Clerk / Customer Service	5.00	5.00	5.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	3.00
Finance	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Planning and Development	5.00	5.00	5.00	5.00	5.00	5.00	4.00	4.00	4.00	4.00	4.00
Municipal Court	1.00	1.00	1.00	1.00	1.00	0.75	0.75	0.75	0.75	0.75	1.00
Police *	31.80	31.80	31.80	29.00	29.00	28.50	28.50	28.50	28.50	28.50	28.50
Public Works *	21.85	21.85	21.95	21.95	21.95	21.45	20.95	21.45	20.75	20.75	21.50
Library	13.25	13.25	13.25	13.25	13.40	13.40	13.40	13.40	13.40	13.40	13.65
Senior Resource Center	1.10	1.10	1.10	1.20	1.35	1.35	1.35	1.35	1.35	1.35	1.35
Total Full Time Equivalent	83.00	83.00	83.10	80.40	80.70	80.45	77.95	78.45	77.75	78.00	
Change from previous year	-	-	0.10	(2.70)	0.30	(0.25)	(2.50)	0.50	(0.70)	0.25	

* The budgeted positions within the Police and Public Works divisions both include a reduction of 0.5 FTE's for staff vacancy factors.

General – Budget Metrics

Fringe Benefits



Fringe Benefits make up another 15.6% of the total General Fund budget. They can be summarized into 7 categories as illustrated above.

There is a 3% increase in health insurance premiums in 2022 budget. However, changes in employee enrollment have actually resulted in a slight decrease in health insurance costs for 2022.

WRS costs will increase slightly due to cost fluctuations that would normally be associated with any changes in wages.

Retiree health care costs have declined significantly in 2022 as some former employees will start aging out faster than new retirees are added.

Other Benefits include uniform costs, flexible benefit administration fees, education reimbursements, and auto allowances.

2022 Proposed Budget

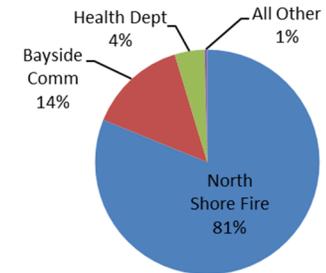


General – Budget Metrics

Other Government payments

<u>Category</u>	<u>2021 budget</u>	<u>2022 budget</u>	<u>\$ Change</u>	<u>% Change</u>	<u>% of GF Total</u>
North Shore Fire	2,350,195	2,513,725	163,530	7.0%	20.6%
Tri-Comm	393,075	439,000	45,925	11.7%	3.6%
Hydrant Rental	417,375	-	(417,375)	-100.0%	0.0%
Health Dept	126,730	133,065	6,335	5.0%	1.1%
All Other	<u>11,000</u>	<u>12,000</u>	<u>1,000</u>	<u>9.1%</u>	<u>0.1%</u>
Other Governments	3,298,375	3,097,790	(200,585)	-6.1%	25.4%

Percent of Other Governments



Other government payments make up 25.4% of the total General Fund budget. They can be summarized into the 5 categories illustrated above.

North Shore Fire: Fire and EMS services are provided to the village by the North Shore Fire Department. While the base operating budget for the NSFD increased by \$51,662 or 2.25%, there was also a change in reporting in 2022 to improve transparency on the cost of these services. Previously, about \$110,000 of annual NSFD equipment related costs were reported in the Village’s capital budget, therefor underrepresenting the total costs for services presented in the general fund. Those costs are now reflected in the total NSFD costs in the General Fund.

Bayside Communications: The baseline Tri-Comm (Bayside) dispatch services contract fees have been budgeted for a 3.0% increase or about \$18,000 after a slight increase in the percentage of that contract that the village pays under the Bayside Communications agreement. In addition, there was also a change in reporting in 2022 to improve transparency on the cost of these services. Previously, about \$28,000 of annual equipment related costs were reported in the Village’s capital budget, therefor underrepresenting the total costs for services presented in the general fund. Those costs are now also reflected in the total dispatch services costs in the General Fund.

Hydrant rental fees: These fees are the cost for public fire protection services which are paid to the water utility. These costs have not changed in 2022. However, in 2021 the Village Board did approve that in 2022 the collection of these fees would be part of the quarterly utility billing. This is consistent with all of the village’s other 20 comparable communities. In addition, this change would be able to facilitate the ability to restore annual capital funding revenues that were previously reduced to help achieve tax levy reductions, back to more long-term sustainable levels without exceeding the village’s expenditure restraint limits. The proposed capital budget does include a \$408,000 increase in tax levy supported expenditures in 2022.

General – Budget Metrics

Contractual Payments



Contractual Payments make up about 9.2% of the total General Fund budget. They can be summarized into 8 categories as illustrated above.

Disposal Costs are expected to increase under the 2022-2026 contract rates and updated consumption estimates based on expected activity. Most notably will be an over 50% increase in recycling costs beginning in October of 2022.

Software costs for the village’s parking and citation enforcement system are decreasing due to the implementation of a new software system.

Software maintenance includes annual police technology costs of \$56,995, general IT system maintenance fees of \$33,985, BS&A service fees of \$13,350, and various other technology support costs. Most of the increases in this area are due to increased renewal costs for police body cameras. However, under the new maintenance contract these costs now include ongoing camera repairs, replacements, or updates, and the village will not be required to budget separately for body camera replacement costs.

The “Other” category includes various other smaller contracted services. The most significant of those items are lifeguard services, poll workers stipends, and contracted inspections services. Poll worker stipends will increase \$12,000 in 2022 due to an increased number of elections.

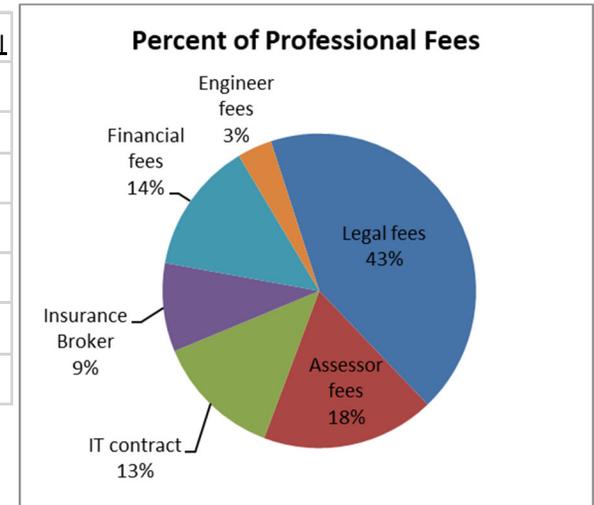
2022 Proposed Budget



General – Budget Metrics

Professional Fees

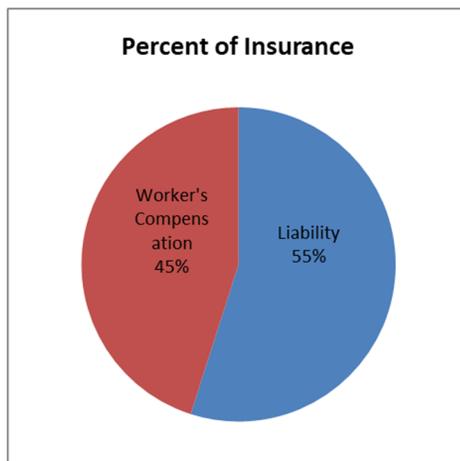
<u>Category</u>	<u>2021 budget</u>	<u>2022 budget</u>	<u>\$ Change</u>	<u>% Change</u>	<u>% of GF Total</u>
Legal fees	120,000	120,000	-	0.0%	1.0%
Assessor fees	46,750	50,000	3,250	7.0%	0.4%
IT contract	31,320	36,450	5,130	16.4%	0.3%
Insurance Broker	25,500	25,500	-	100.0%	0.2%
Financial fees	34,100	38,020	3,920	11.5%	0.3%
Engineering fees	10,000	10,000	-	0.0%	0.1%
Professional Fees	267,670	279,970	12,300	4.6%	2.3%



Professional fees make up 2.3% of the total General Fund budget. They can be summarized into the 6 categories as illustrated above.

The only changes in professional fees are for anticipated annual contract cost increases.

Insurance



<u>Category</u>	<u>2021 budget</u>	<u>2022 budget</u>	<u>\$ Change</u>	<u>% Change</u>	<u>% of GF Total</u>
Liability	149,900	157,100	7,200	4.8%	1.3%
Worker's Comp.	126,860	128,875	2,015	1.6%	1.1%
Insurance	276,760	285,975	9,215	3.3%	2.3%

Insurance costs also make up about 2.3% of the total General Fund budget.

Liability insurance and workers compensation base rates increased slightly in 2022, but the village's workers compensation experience modifier rate also continues to improve to help offset these increased costs.

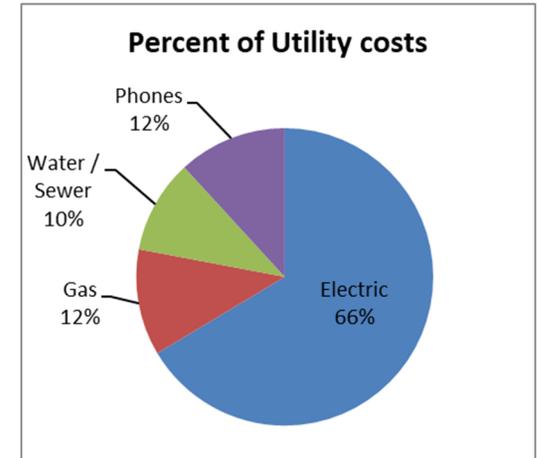
2022 Proposed Budget



General – Budget Metrics

Utility costs

<u>Category</u>	<u>2021 budget</u>	<u>2022 budget</u>	<u>\$ Change</u>	<u>% Change</u>	<u>% of GF Total</u>
Electric	177,500	182,500	5,000	2.8%	1.5%
Gas	33,300	31,750	(1,550)	-4.7%	0.3%
Water / Sewer	22,100	28,000	5,900	26.7%	0.2%
Phones	<u>29,800</u>	<u>32,500</u>	<u>2,700</u>	9.1%	<u>0.3%</u>
Utilities	262,700	274,750	12,050	4.6%	<u>2.3%</u>
					92.3%



Utility costs make up just over 2% of the total General Fund budget. They can be summarized into the 4 categories as illustrated above.

In 2021 the Village’s water and sewer costs will also increase as the Village Board authorized a 25% rate increase for sewer usage fees in preparation for the major southeast sewer project in 2023. In addition, the water utility’s public fire protection fees will also now be collected as part of the quarterly utility billing.

2022 Proposed Budget

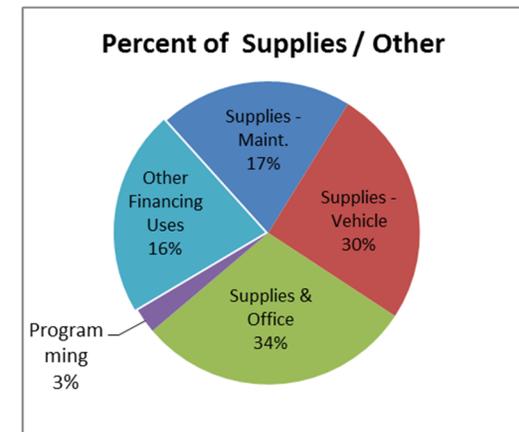


General – Budget Metrics

The remaining 7.7% of the General Fund costs relate primarily to supplies and maintenance costs. Many of these costs are cross charged from one department to another which generates a negative value for Interdepartmental expenses as these charges reduce one budget and then apply the appropriate expense to another department's budget, therefor netting against each other.

Supplies / other

<u>Category</u>	<u>2021 budget</u>	<u>2022 budget</u>	<u>\$ Change</u>	<u>% Change</u>	<u>% of GF Total</u>
Supplies & Office	193,150	212,260	19,110	9.9%	1.7%
Supplies - Maintenance	238,740	278,910	40,170	16.8%	2.3%
Supplies - Vehicle	356,970	285,705	(71,265)	-20.0%	2.3%
Programming	22,000	22,000	-	0.0%	0.2%
Other Financing Uses	423,913	283,040	(140,873)	-33.2%	2.3%
Interdepartmental Exp	<u>(137,515)</u>	<u>(146,380)</u>	<u>(8,865)</u>	6.4%	<u>-1.2%</u>
Supplies / other	1,097,258	935,535	(161,723)		7.7%



The Supplies & Office category includes subscription, postage, copier costs, and other departmental items. This line also includes funding for staff computer replacement and other small office equipment purchases. The increase in this line item is primarily related to a \$12,000 increase in the Village Manager's marketing and communication budget for a new quarterly communications effort, and a \$2,500 increase Zoom communication costs.

Supplies – Maintenance includes \$74,600 for building maintenance which is a \$6,000 increase from 2021, \$50,200 for the salt contract, a new line item of \$25,000 for annual EAB injection costs, \$15,000 for street tree plantings, and various other maintenance costs throughout the DPW budget.

Supplies – Vehicle are for vehicle repairs and operations, including \$129,760 for fuel which was a small increase from 2021, and \$90,000 for vehicle parts and repairs which is a \$75,000 decrease from 2021. This decrease is in part due to an anticipated reduction in outsourced repair costs with the addition of equipment operator II position to assist in some vehicle maintenance work.

Other Financing Uses include General Fund reserves of \$283,040 which are budgeted to support debt service needs in order to stabilize the debt service tax levy at 5.0% in 2022. This is about a \$90,000 increase from the previous year. However, there is also no planned use of General Fund reserves to fund capital costs in 2022. That amount was \$225,000 in 2021.



General – Budget Metrics

Below is a summary of the major General Fund revenue item changes in table format from the 2022 proposed budget.

General Fund Revenues Changes - Summary				
<u>Department</u>	<u>Line item description</u>	<u>2021</u>	<u>2022</u>	<u>Change</u>
Court (1200)	Court fines - current	\$ 120,000	\$ 80,000	\$ (40,000)
Court (1200)	Misc Rev. (Brown Deer)	\$ -	\$ 25,300	\$ 25,300
Manager (1410)	Cable Fees - TW	\$ 85,000	\$ 75,000	\$ (10,000)
Manager (1410)	Cable Fees - ATT	\$ 40,000	\$ 25,000	\$ (15,000)
Finance (1510)	Interest on taxes	\$ 25,000	\$ 35,000	\$ 10,000
Police (2100)	Parking fines - current	\$ 380,000	\$ 320,000	\$ (60,000)
Police (2100)	Parking fines - aging	\$ 10,000	\$ 30,000	\$ 20,000
Police (2100)	On-street parking	\$ 125,000	\$ 180,000	\$ 55,000
GF trans aids	GF trans aids	\$ 735,000	\$ 875,000	\$ 140,000
	net increase in non-tax revenues			\$ 125,300



General – Budget Metrics

Below is a summary of the major General Fund expenditure item changes in table format from the 2022 proposed budget.

General Fund Expenditure Changes - Summary				
<u>Department</u>	<u>Line item description</u>	<u>2021</u>	<u>2022</u>	<u>Change</u>
Manager (1410)	Marketing & Communication	\$ 14,700	\$ 27,000	\$ 12,300
Clerk (1420)	Poll workers	\$ 12,000	\$ 20,000	\$ 8,000
OGA (1900)	Retiree Health	\$ 10,500	\$ 2,500	\$ (8,000)
Police (2100)	Police OT	\$ 100,000	\$ 75,000	\$ (25,000)
Police (2100)	Other benefits	\$ 6,200	\$ -	\$ (6,200)
Police (2100)	Police software	\$ 38,670	\$ 57,000	\$ 18,330
Police (2100)	Other service contract	\$ 80,000	\$ 50,000	\$ (30,000)
OPS (2900)	Dispatch	\$ 393,000	\$ 439,000	\$ 46,000
OPS (2900)	NSFD	\$ 2,350,200	\$ 2,513,725	\$ 163,525
OPS (2900)	Health Department	\$ 123,750	\$ 133,065	\$ 9,315
OPS (2900)	Hydrant rental	\$ 417,375	\$ -	\$ (417,375)
DPW (3100)	Retiree health	\$ 60,000	\$ 18,500	\$ (41,500)
DPW (3300)	Parts & repairs	\$ 165,000	\$ 90,000	\$ (75,000)
DPW (3430)	Contracted electrical	\$ -	\$ 10,000	\$ 10,000
DPW (3100)	Recycling Disposal Fees	\$ 152,090	\$ 174,470	\$ 22,380
DPW (3530)	Contracted leaf	\$ 16,800	\$ -	\$ (16,800)
DPW (3530)	EAB injections	\$ -	\$ 25,000	\$ 25,000
	net reduction in non-staff expenses			\$ (305,025)

2022 Proposed Budget



Budget Metrics – Capital Project Fund

The majority of the Village's capital purchases are for infrastructure projects or larger vehicle, and equipment purchases and are reported in the General Capital Fund. The Village capitalizes all individual equipment purchases over \$5,000 (\$20,000 for infrastructure) with an estimated useful life greater than one year. This fund may also include some smaller equipment or other 1 time expenditures which are included in this budget; however these costs are not capitalized in the financial statements.

Annual Revenues

Because these projects do not qualify for bond funding they must be paid for through the use of annual revenues. Those revenue sources are primarily property taxes and/or a portion of the village's state transportation aids. The Capital Project Fund annual baseline costs for these types of expenditures has been about \$725,000 per year. However, staff has recently realigned about \$80,000 of recurring NFSD and dispatch services annual items to the General Fund in order to improve transparency. As such, the new baseline for annually funded projects is now about \$650,000.

There are several recurring items that are effectively "pre-programmed" that must come out of that funding stream in order to maintain the Village's asset replacement needs and other ongoing commitments. Below is a summary estimate of those annual needs:

"Pre-programmed" costs (Annual funding source budget)	2021			2022		
	<u>budget</u>	<u>baseline</u>	<u>variance</u>	<u>budget</u>	<u>baseline</u>	<u>variance</u>
Police Vehicle Replacement	45,000	100,000	(55,000)	55,000	100,000	(45,000)
DPW Vehicle / Equipment Replacement	73,000	250,000	(177,000)	305,000	250,000	55,000
Tri-Comm (Bayside) annual capital	28,000	28,000	-	-	-	-
NSFD annual capital contributions	30,000	30,000	-	-	-	-
Annual EAB tree management	<u>25,000</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	201,000	433,000	(232,000)	360,000	350,000	10,000

The Village maintains more than \$5 million in vehicles, equipment, and other capital assets used to provide services to the community which must be periodically replaced. These items include \$600,000 in Police vehicles, \$2,000,000 of DPW general vehicles, \$1,000,000 in refuse collections trucks, \$1,500,000 in other DPW equipment used for general operations.

In order to effectively manage the replacement of these items, the condition, estimated useful life, and anticipated replacement dates for each asset is reviewed by department heads each year. Based on this input, these items are then prioritized and incorporated in the annual capital budget in a way that attempts to manage the annual funding levels needed to replace these assets in a fiscally sustainable manner.

2022 Proposed Budget



Budget Metrics – Capital Project Fund

In addition to the village's vehicle and equipment replacement needs, major facilities maintenance and other various non-infrastructure projects are also typically funded through annual revenues. Below is a funding summary and estimate of those annual needs:

"Other" capital costs	2021			2022		
(Annual funding source budget)	<u>budget</u>	<u>baseline</u>	<u>variance</u>	<u>budget</u>	<u>baseline</u>	<u>variance</u>
Village Wide Initiatives	-	-	-	-	-	-
Technology / IT systems	-	-	-	24,000	-	-
Major facility maintenance	-	-	-	25,000	-	-
EAB tree removal program	-	-	-	75,000	-	-
Park improvements / major maintenance	-	-	-	70,000	-	-
Other village capital costs	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	50,000	300,000	(250,000)	194,000	300,000	(106,000)

In 2022 the village finds itself in a favorable position to be able to fund some of the projects that would have otherwise needed to be funded by tax revenues through other one-time revenue sources. The proposed budget calls for the use of \$122,000 from the school district building permit revenues that will be earned in 2022 to fund EDI strategic Planning, Form based zoning code updates, and a CAFR software program. The proposed budget also calls for the use of approximately \$350,000 of capital reserves to support the purchase of a forestry bucket truck that would have otherwise required tax dollars to fund in the future, continued transportation & parking plan implementation, and the police department parking lot improvements.

Bonded Revenues

Larger infrastructure projects with a useful life of more than 20 years are typically funded through municipal bonding. These types of projects include roadways, alleys, sidewalks, and facility replacement or major renovations. While the size and scope of these projects can vary significantly from year to year, so does the matching bond revenues that support those costs. As a result, there is no net impact on annual revenues for these types of items within the Capital Project Fund. The long-term fiscal impact for these items is reflected in the Debt Service Fund budget as the village makes the payments on the bonds which funded those projects.

Additional details on these and other planned projects can be found in the Capital Projects Fund section of this budget.

Utilities Operations

Parking Utility

The Village implemented a new parking fee structure in 2021 as a result of parking and transportation plan review. Fees for off-street monthly permits were reduced by 40%, from \$50 per month in 2020 to \$30 per month in 2021. The Village also be expanded on-street parking accessibility in 2021. As a result, the use of a number of the low usage contracted surface parking lots has been discontinued and the aggregate Parking Utility monthly permit revenues will generally show a 40% decrease based on current trends and anticipated demand. There were also numerous changes in expenditure assumptions based on this review and an anticipated shift in staffing and enforcement costs related to permitting activity.

Water Utility

No increases in fees for water services are planned for 2021. The last Water Utility rate increase was in 2016 when the Public Service Commission (PSC) approved a 14% overall revenue increase for the Water Utility to cover increased operating and infrastructure costs. Please note that while the method of collection for the Public Fire Protections fees will change in 2022, the amount of those fees did not increase.

Purchased water costs from the Milwaukee Water Works accounts for approximately 35% of the utility's overall costs, the other utility costs will vary from year to year based on infrastructure repair needs and other planned activities. Staff currently expects to continue to spend a significant amount of time in early 2022 to complete the meter replacement program. While the 2022 budget reflects a \$134,085 positive net change in equity, this amount, plus \$225,000 of non-cash depreciation costs will be used to make debt service principal payments of \$248,340 and any other smaller capitalized equipment costs in 2022.

Sewer Utility

The Village Board approved a 25% increase in sewer services fees to begin in 2022 in order to prepare for major southeast sewer projects currently scheduled to begin in 2023- 2025. This request was made in part to mitigate an even larger increase that would otherwise be required in 2023 or 2024 and should also allow the utility to be able to self-fund a significant portion of the bond reserves that will be required for this project, as well as to be able to sustain the self-funding of other ongoing system improvements and equipment acquisition needs.

MMSD wastewater treatment charges account for approximately 40% of the utility's overall costs, most other operational costs remain effectively unchanged in 2022. While the 2022 budget reflects a \$913,735 positive net change in equity, this amount, plus \$400,000 of non-cash depreciation costs will be used to make current debt service principal payments of \$590,835 and fund other smaller capitalized infrastructure and equipment costs in 2022, as well as beginning to accumulate the necessary reserves to be able to self-fund the bond reserves anticipated to be needed in 2023 or 2024.

2022 Budget Workshop Sessions

Updated 7/31/21

Wednesday	September 8 – 6:00 (Regular meeting - COW)	Introduction – Village wide overview & General Fund budget metrics, (Village Manager / Finance)
Monday	September 13 - 6:00 (Special B&F meeting)	General Fund departmental budgets / General Capital Budget / Utilities (Village Manager / Finance / GF Department Heads)
Monday	September 20 - 6:00 (Special B&F meeting)	Library / Senior Resource Center / Shorewood Today / Debt service / TID's (Village Manager / Finance / Library / SRC)
Thursday	October 14 - 6:00 (Special B&F Meeting)	Wrap-Up with Village Board – Staff updates & review of follow-up list (Village Manager / Finance)
Monday	November 15 – 7:30 (Village Board meeting)	Public Hearing on the 2022 Budget



VILLAGE OF SHOREWOOD

REPORTS AND PRESENTATIONS TO VILLAGE BOARD

Agenda Item: American Rescue Plan Act (ARPA) – project eligibility update

Date: September 8, 2021

Presenter: Mark Emanuelson

Department: Finance

Overview – The Village of Shorewood was awarded \$1,375,868 under the Federal ARPA Grant Program. The Village has already received the first portion of these funds which was \$637,934 and will receive a similar amount next year. Funds must be expended by December 31, 2024.

As a federal grant, it is extremely important that the Village’s use of these funds complies with:

- General underlying federal grant regulations
- Federal OMB 133 procurement and internal control standards
- The specific program eligibility requirements.

While staff is still reviewing the general federal grant regulations and OMB 133 procurement and internal control standards, we have generally completed our review of the specific program eligibility requirements as outlined in the 151 pages of The Department of Treasury – ARPA Interim Final Rules.

To that end, staff would like to share our summary as applicable to the Village of Shorewood, in order that we may begin the process of evaluating the potential activities or projects that the Village may wish to undertake with this grant funding. The Village Board has already agreed to fund video/audio equipment with these funds in 2021. Two administrative items referred for funding by ARPA in 2022 are document scanning and modifications to the Village Hall lobby/counter area. Further discussion on eligible activities will resume after budget completion. The Village Board’s long term strategy for utilization of the funds will continue as the Board evaluates best use for remaining expenditures after budget conclusion.

The American Rescue Plan Act has four eligible use categories, seven general expenditure categories, and a total of 66 expenditure subcategories. Staff has prepared a summary of the categories that would be most applicable to the Village of Shorewood.

They are as follows: (Page references refer to The Department of Treasury – ARPA Interim Final Rules)

A) Support public health expenditures (p.10)

Based on the listing of possible uses, the village does not really provide any of the identified public health services. While the village could use these funds to cover a significant portion of the village’s NSHD costs (p.20), the use of one-time funding sources to support ongoing operations costs would create an adverse budgetary impact in future years.

However, the village could use these funds for “adaptations to public buildings to implement COVID 19 mitigation tactics” (p.13). Staff has identified the following suggestions:

- Meeting room video upgrades to facilitate remote participation (\$80,000)
- Reconfigure Customer Service lobby and staff area for improved PPE and social distancing for in person activities (\$ TBD)
- Digitalization of documents to be available online, thereby not requiring a Village Hall visit to retrieve records (\$45,000)

B) Address negative economic impacts caused by the public health emergency (p.10)

While there could be many possible programs developed under this classification, there are requirements that “they must be designed to address an economic harm resulting from or exacerbated by the public health emergency” (p.30). There are also requirements that the programs address those identified issues (p.31).

Given the amount of funds available, it would be challenging to envision a program that could be both meaningfully and broadly implemented in the community, without spending a tremendous amount of time to craft and implement these programs.

- The exception to this would be a possible “bonus” funding for the previously approved CDA Emergency Business Assistance Grants (p.34). (\$ TBD)

While the program also specifically identifies “affordable housing development to increase supply of affordable and high-quality living units” (p.39) as an eligible use, it is also in the context of those adversely impacted in our community. As such, it would be challenging to apply this to Shorewood.

C) Provide premium pay for essential workers (p. 45-51)

This section may apply to the concept of giving our police officers a retroactive bonus for working during the pandemic. However, in the context of the program, this is intended for lower income workers. It would be unclear if such a stipend for our police officers could be awarded without requiring additional written justification (p.49). Staff does not recommend this use of funds.

D) Replace lost public sector revenue (p. 51-60)

Lost public sector revenue includes a definition of “general revenue” and advises that recipients should evaluate this on an entity wide basis (p.54). There is also a specific formula identified for the use in calculating these losses (p. 58-59).

At first glance, it does not appear that the village experienced any significant aggregate general revenue loss under these provisions. (See also p. 89-90 *de minimus levels*)

In addition, there are some restrictions for the expenditure of ARPA funds claimed under this category (p. 60). But, as with the possible support for health expenditures, the use of one-time funding sources to support ongoing operations costs would create an adverse budgetary impact in future years. Staff does not recommend this use of funds.

E) Invest in water, sewer, and broadband infrastructure (p.62-68)

The rule aligns the types of eligible project to those that can be supported by the EPA Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSFR) (p. 63).

1) Recipients may invest in necessary improvements to their water infrastructure “including replacement of lead service lines” (p. 67). While this may sound like an exciting opportunity, the scope of the village’s needs compared to the prospective funding availability is relatively small. There would also be concerns about implementation capabilities as well as meeting the spending timeframe if this were considered for some type of village wide program.

However, a targeted effort would most likely be achievable and have a significant public impact.

- Replace the village’s municipal buildings and/or the community’s public or private school’s lead service lines (\$ TBD)

2) Recipients may invest in necessary improvements to their sewer infrastructures, including projects that address the impacts of climate change. This would also include “managing and treating storm water or subsurface drainage water” (p. 67).

- Hubbard Park and police station parking lot Green Infrastructure improvements. (Although these efforts would already be covered by MMSD GI funding) (\$TBD)
- Purchase the Village’s own street sweeper to increase capabilities (\$350,000)

- Purchase 2 new leaf vacuum trucks to improve collections effectiveness. (\$440,000)

3) The broadband component of this section would not apply to the village as our residents do have access to the identified services within the program (p. 71).

Staff would encourage the Village to limit these activities to several large and highly correlated eligibility projects as any activity approved will require significant documentation and will be subject to subsequent federal audit compliance and eligibility review.

A further discussion on these items will be brought forward to the Village Board for consideration at a future date.

Vision 2025 Plan - If this item is addressed in the Vision 2025 Plan, please include in what ways.

General fiscal responsibility

Recommended motion – None.

Fiscal Note / Budget Impact – Use of these funds to support eligible municipal and community needs may reduce the need for future equipment replacement or other infrastructure costs.

VILLAGE OF SHOREWOOD

REPORTS AND PRESENTATIONS TO VILLAGE BOARD



Agenda Item: Voucher Report

Presenter: Mark Emanuelson

Department: Finance

Overview – Consistent with the Village’s Policy #21, Purchasing and Accounts Payable, the attached reports have been prepared by the Finance Department for presentation to the Village Board.

In addition to providing the information required for the Village Board to maintain the general oversight of expenditures, these reports also serve to enhance the transparency of the Village’s expenditures of public funds by making these reports part of the public record.

Please feel free to contact me if there are any questions on specific items.

Vision 2025 Plan – Financial Responsibility

Sustainability – N/A

Recommended motion – Move to accept the attached presentation of accounts reports.

Fiscal Note / Budget Impact – To the best of our knowledge, these items have been processed in accordance with the Village’s purchasing policies as administered by the applicable department heads.

Attachments: - Accounts Payable and Payroll Vouchers Summary
Detailed Presentation of Accounts

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

DATE: September 8, 2021
TO: Budget and Finance Committee
FROM: Finance Office
COPY TO: Village Board
RE: Accounts Payable and Payroll Vouchers for Presentation and Approval

Presented for your approval are the following accounts payable vouchers: 07/28/2021 - 08/30/2021

100 - General Fund		478,435.71
200 - Library		34,566.42
210 - Senior Services		4,200.54
230 - Shorewood Today Magazine		-
300 - Debt Service Fund		770,603.75
400 - Capital Projects Fund		42,163.40
410 - TIF #1		441,100.00
430 - TIF #3		510,133.93
440 - TIF #4		-
450 - TIF #5		1,020.00
600 - Parking Utility Fund		24,714.18
610 - Water Utility Fund		323,861.45
620 - Sewer Utility Fund		258,910.82
700 - CDA		-
800 - Property Tax Fund		2,861.34
900 - Cash Fund		-
	Subtotal:	\$ 2,892,571.54
PLUS: Payroll vouchers per payroll register dated:		
7/30/21		200,061.46
8/13/21		200,572.61
8/27/21		197,795.71
	Grand Total	\$ 3,491,001.32
	Begin Ck #	End Chk #
Accounts Payable Checks:	37880	38017
Accounts Payable Electronic Checks:	2596	2605
Payroll Checks:	2819	2819
Payroll Direct Deposits:	DD23009	DD23304
Payroll Electronic Check Remittances:	EFT1580	EFT1603

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 100 General Fund							
Dept 0000							
100-0000-15220	Prepaid Postage - Hassler	QUADIENT FINANCE USA,	POSTAGE LOAD - MARCH	07162021	08/04/21	1,000.00	37922
100-0000-21520	GENERAL CLASS	WI DEPT OF EMPLOYEE TR	MONTHLY RETIREMENT PREMIUMS - JUNE	0050374	07/29/21	29,778.12	2603
100-0000-21520	PROTECTIVE SERVICE	WI DEPT OF EMPLOYEE TR	MONTHLY RETIREMENT PREMIUMS - JUNE	0050374	07/29/21	30,118.54	2603
100-0000-21520	ADDITIONAL CONTRIBUTIONS	WI DEPT OF EMPLOYEE TR	MONTHLY RETIREMENT PREMIUMS - JUNE	0050374	07/29/21	650.00	2603
100-0000-21530	Health Insurance Payable	WCA GROUP HEALTH TRUST	HEATH INSURANCE PREMIUMS - JULY	0011382075	07/29/21	117,085.31	2602
100-0000-21531	DENTAL VILLAGE PORTION	DELTA DENTAL PLAN OF W	DENTAL PREMIUMS - JULY	1618928	07/29/21	4,078.36	2596
100-0000-21531	DENTAL VILLAGE PORTION	DELTA DENTAL PLAN OF W	DENTAL PREMIUMS - RETIREES - JULY	1618929	07/29/21	752.07	2596
100-0000-21580	Garnishments Payable	WI SCTF	CHILD SUPPORT 07/30/21	07302021	08/04/21	1,799.16	37942
100-0000-21580	Garnishments Payable	WI SCTF	CHILD SUPPORT 08/13/21	08132021	08/18/21	1,799.16	38016
100-0000-23000	Prepaid DCD Deposits	CLICKS	DCD DEPOSITS 1916 CAPITOL CLICKS OC	09182014	08/04/21	500.00	37891
100-0000-23400	CUSTOMER CONV. FEES	PROFESSIONAL ACCOUNT M	MONTHLY PROCESSING FEES - JULY	1005210	08/18/21	2,163.00	37993
100-0000-24213	Sales Tax Due State	WI DEPT OF REVENUE - S	SALES TAX - JUNE	06302021	07/29/21	31.03	2604
100-0000-24213	Sales Tax Due State	KANG, SANGJUN	REFUND - ON STREET PARKING AUGUST 2	PKG REF 080121	08/18/21	2.09	37974
Total For Dept 0000						189,756.84	
Dept 1100 Board							
100-1100-51900	LWM Meeting - Baldauff	LEAGUE OF WISCONSIN MU	LWM Meeting - Baldauff	07/31/2021	08/16/21	270.00	2605
100-1100-51900	LWM Meeting - Ircink	LEAGUE OF WISCONSIN MU	LWM Meeting - Ircink	07/31/2021	08/16/21	270.00	2605
100-1100-51900	LWM Meeting - McKaig	LEAGUE OF WISCONSIN MU	LWM Meeting - McKaig	07/31/2021	08/16/21	270.00	2605
100-1100-51900	Police Commission Handbook	LEAGUE OF WISCONSIN MU	Police Commission Handbook	07/31/2021	08/16/21	15.00	2605
100-1100-53140	Used for video conference	ZOOM.US 888-799-9666 W	Used for video conference calls	07/31/2021	08/16/21	199.90	2605
100-1100-53900	County Executive Crowley \	FIDDLEHEADS COFFEE - S	County Executive Crowley visit	07/31/2021	08/16/21	19.30	2605
100-1100-53900	County Executive Crowley \	NORTH SHORE BOULANGERI	County Executive Crowley visit	07/31/2021	08/16/21	33.25	2605
100-1100-54110	Fourth Of July	CEDAR CREST ICE CREAM	4TH OF JULY ICE CREAM	0992118314	08/18/21	698.04	37957
Total For Dept 1100 Board						1,775.49	
Dept 1200 Court							
100-1200-45120	Court Fines - Current	MILW CNTY TREASURER	COURT FINES& FEES TO THE COUNTY	JUL2021CO	08/18/21	555.79	37986
100-1200-45120	Court Fines - Current	STATE OF WISCONSIN	COURT FINES & FEES TO THE STATE	JUL2021ST	08/18/21	1,174.85	38005
100-1200-45190	Court Fines - Aging	MILW CNTY TREASURER	COURT FINES& FEES TO THE COUNTY	JUL2021CO	08/18/21	587.00	37986
100-1200-45190	Court Fines - Aging	STATE OF WISCONSIN	COURT FINES & FEES TO THE STATE	JUL2021ST	08/18/21	1,242.00	38005
Total For Dept 1200 Court						3,559.64	
Dept 1410 Manager							
100-1410-48900	Miscellaneous Revenue	INTERNAL REVENUE SERVI	CHANGES TO 09/30/2020 FORM 941	07262021	08/04/21	4,824.30	37905
100-1410-48900	Miscellaneous Revenue	INTERNAL REVENUE SERVI	CHANGES TO 12/31/2020 FORM 941	07192021	08/04/21	32,503.39	37906
100-1410-51900	Registration for the WCMA	NIU OUTREACH 815-753-5	Registration for the WCMA Summer Co	07/31/2021	08/16/21	235.00	2605
100-1410-52990	manager's e-newsletter	EIG*CONSTANTCONTACT.CO	manager's e-newsletter	07/31/2021	08/16/21	70.00	2605
100-1410-53100	Tony's adobe pro subscript	ADOBE ACROPRO SUBS 408	Tony's adobe pro subscripton	07/31/2021	08/16/21	15.81	2605
100-1410-53140	Used to store photos, arti	BC.BASECAMP 2 2870262	Used to store photos, articles and	07/31/2021	08/16/21	20.00	2605
100-1410-53140	Used to store photos, arti	BC.BASECAMP 2 2870262	Used to store photos, articles and	07/31/2021	08/16/21	20.00	2605
100-1410-53140	Used to showcase Shorewood	ISSUU 844-477-8	Used to showcase Shorewood Today ma	07/31/2021	08/16/21	39.00	2605
100-1410-53140	Marketing / Communications	ANDERSON, JENNIFER	VILLAGE RELATED CONTENT/FALL EDITIO	08162021	08/18/21	1,500.00	37946
100-1410-53200	Online Subscription servic	Milwaukee Journal 888-	Online Subscription services	07/31/2021	08/16/21	9.99	2605
100-1410-53200	Survey Monkey Subscriptio	SURVEYMONK* T 40972691	Survey Monkey Subscription for Hist	07/31/2021	08/16/21	99.00	2605
100-1410-53200	Memberships & Subscriptio	MEA-SEW	2021-22 MEA-SEW MEMBERSHIP DUES	07312021	08/18/21	30.00	37984
100-1410-54130	Employee luncheon gift car	CULVERS OF BROWN DEER	Employee luncheon gift cards	07/31/2021	08/16/21	100.00	2605
100-1410-54130	Employee luncheon gift car	STARBUCKS STORE 02882	Employee luncheon gift cards	07/31/2021	08/16/21	100.00	2605
100-1410-56130	Equipment/Furniture	PIEPER ELECTRIC	VH SECOND FLOOR OFFICE REMODEL	799494	08/18/21	3,308.75	37992
Total For Dept 1410 Manager						42,875.24	
Dept 1420 Clerk / Customer Service							
100-1420-46336	ON-STREET MONTHLY	KANG, SANGJUN	REFUND - ON STREET PARKING AUGUST 2	PKG REF 080121	08/18/21	37.91	37974

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 100 General Fund							
Dept 1420 Clerk / Customer Service							
100-1420-48900	Miscellaneous Revenue	MUELLER, BENJAMIN	REFUND PARKING OVERPAYMENT PARKER W.	2021-02-10	08/04/21	20.00	37917
100-1420-48900	MMCA luncheon - reimburse	SQ *HUBBARD PARK LODGE	MMCA luncheon - reimbursed check #3	07/31/2021	08/16/21	337.98	2605
100-1420-51300	Health Insurance	NORTH SHORE BANK 4414	QUARTER EMPLOYEE HSA CONTRIBUTION-	07012021	07/29/21	300.00	2600
100-1420-52930	Credit Card Fees	INVOICE CLOUD	CREDIT CARD FEES - JUNE	2194-2021-6	07/29/21	160.90	2597
100-1420-52930	Credit Card Fees	PAYMENTECH-CHASE	CREDIT CARD FEES - JUNE	06302021	07/29/21	50.07	2601
100-1420-53100	Office Supplies	WI DEPT OF JUSTICE	BACKGROUND CHECKS - JULY 2021	2021-08-01	08/04/21	140.00	37940
100-1420-53100	diane's adobe pro subscrip	ADOBE ACROPRO SUBS 408	diane's adobe pro subscripton	07/31/2021	08/16/21	14.99	2605
100-1420-53100	replacement keyboard	AMZN Mktp US*298EL1HX0	replacement keyboard	07/31/2021	08/16/21	24.80	2605
100-1420-53500	plastic storage bins - ele	AMZN Mktp US*219H04IW0	plastic storage bins - elections	07/31/2021	08/16/21	60.98	2605
Total For Dept 1420 Clerk / Customer Service						1,147.63	
Dept 1510 Finance							
100-1510-48900	Miscellaneous Revenue	WI DEPT OF REVENUE - S	SALES TAX - JUNE	06302021	07/29/21	(25.51)	2604
100-1510-52130	Professional Fees Financi	US BANK	ADMINISTRATIVE FEES 4/1/2021 - 6/30	12787502	08/04/21	1,250.00	37934
100-1510-52910	Acrobat pro DC	Adobe Inc 800-83366	Acrobat pro DC	07/31/2021	08/16/21	189.77	2605
100-1510-53100	floor mat - new office	AMAZON.COM*2920F71Q1	A floor mat - new office	07/31/2021	08/16/21	39.99	2605
100-1510-53100	computer supplies - new of	OFFICE DEPOT #141 MILW	computer supplies - new office	07/31/2021	08/16/21	55.98	2605
100-1510-53100	office supplies	THE HOME DEPOT #4919	G office supplies	07/31/2021	08/16/21	5.77	2605
100-1510-53100	New employee luncheon	TST* HARRY'S SHOREWOOD	New employee luncheon	07/31/2021	08/16/21	36.45	2605
100-1510-53100	New Webcam	WM SUPERCENTER #1650	S New Webcam	07/31/2021	08/16/21	34.72	2605
Total For Dept 1510 Finance						1,587.17	
Dept 1900 Other General Admin							
100-1900-52120	Professional Fees Legal	BOARDMAN & CLARK LLP	LEGAL SERVICES PROVIDED	239016	08/04/21	247.50	37887
100-1900-52120	Professional Fees Legal	VON BRIESEN & ROPER SC	PROFESSIONAL SVCS - JUNE	362834	08/04/21	1,265.36	37937
100-1900-52140	Professional Fees - IT Cor	BAYSIDE, VILLAGE OF	IT SERVICES - AUGUST	4818	08/18/21	2,610.00	37951
100-1900-52190	Professional Fees - Insur	R & R INSURANCE SERVIC	SERVICE FEES - SEP	2502062	08/18/21	2,125.00	37997
100-1900-52230.55-00	Phone / Internet - Village	TIME WARNER ENTERTAINM	VH DIGITAL ADAPTOR 7601-6001, 7/17/	07182021	08/04/21	8.75	37933
100-1900-52330	Health Department - Abate	AMERICAN ANIMAL CONTRO	ABATEMENT SERVICES - JULY	37943	08/18/21	200.00	37945
100-1900-52900.55-00	Cleaning and Pest Control	GIBB BUILDING MAINTENA	JANITORIAL SERVICE - AUGUST	16865	08/18/21	1,142.08	37966
100-1900-52900.77-00	Cleaning and Pest Control	GIBB BUILDING MAINTENA	JANITORIAL SERVICE - AUGUST	16865	08/18/21	527.72	37966
100-1900-52990	Network Service Contract	BAYSIDE, VILLAGE OF	IT SERVICES - KNOW BE4 TRAINING	4808	08/04/21	2,546.95	37886
100-1900-52990	Network Service Contract	BAYSIDE, VILLAGE OF	IT SERVICES - OFFICE 365	4811	08/04/21	6,923.72	37886
100-1900-52990	Adobe Acrobat - Bart	ADOBE *800-833-6687 80	Adobe Acrobat - Bart	07/31/2021	08/16/21	149.74	2605
100-1900-52990	UNITRENDS- POLICE SERVER	ARLINGTON COMPUTER PRO	UNITRENDS - POLICE SERVER	0543629-IN	08/18/21	2,687.00	37947
100-1900-53100.55-00	mailing envelopes	AMZN Mktp US*298EL1HX0	mailing envelopes	07/31/2021	08/16/21	36.78	2605
100-1900-53130	Postage Meter Costs - VH	QUADIENT FINANCE USA,	POSTAGE LOAD - MARCH	07162021	08/04/21	104.95	37922
100-1900-53130	Postage Meter Costs - VH	QUADIENT LEASING USA,	LEASE - 9/1/21 TO 8/31/22	58633092	08/18/21	276.00	37994
100-1900-53150	Job Posting for Route Coll	FACEBK HJ3UN6X6Q2 650-	Job Posting for Route Collector and	07/31/2021	08/16/21	50.00	2605
100-1900-53150	Job Posting for Route Coll	FACEBK TU8PS5K7Q2 650-	Job Posting for Route Collector pos	07/31/2021	08/16/21	15.11	2605
100-1900-53150	Job Posting for Route Coll	FACEBK V59FT738Q2 650-	Job Posting for Route Collector pos	07/31/2021	08/16/21	35.00	2605
100-1900-53150	Job Posting for Route Coll	FACEBK XB6ZZ738Q2 650-	Job Posting for Route Collector and	07/31/2021	08/16/21	35.00	2605
100-1900-53150	Annual CDL verifications r	FMCSA D&A CLEARINGHOUS	Annual CDL verifications required b	07/31/2021	08/16/21	25.00	2605
100-1900-53150	Job Posting/Testing/Hirin	CONCENTRA	PRE-EMPLOYMENT TESTING	103415148	08/18/21	127.50	37962
Total For Dept 1900 Other General Admin						21,139.16	
Dept 2100 Police							
100-2100-45290	Parking Fines - Aging	PROFESSIONAL ACCOUNT M	COLLECTION FEES - JULY	1005239	08/18/21	1,509.40	37993
100-2100-51300	Health Insurance	NORTH SHORE BANK 4414	QUARTER EMPLOYEE HSA CONTRIBUTION-	07012021	07/29/21	300.00	2600
100-2100-51900	fraudulent charge- credit	eBay O*04-07267-71152	fraudulent charge- credit card canc	07/31/2021	08/16/21	1,589.56	2605
100-2100-51900	fraudulent charge- credit	eBay O*04-07267-71956	fraudulent charge- credit card canc	07/31/2021	08/16/21	1,800.79	2605
100-2100-51900	fraudulent charge- credit	eBay O*04-07267-72545	fraudulent charge- credit card canc	07/31/2021	08/16/21	3,735.46	2605
100-2100-51900	fraudulent charge- credit	eBay O*07-07267-41518	fraudulent charge- credit card canc	07/31/2021	08/16/21	2,236.29	2605

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 100 General Fund							
Dept 2100 Police							
100-2100-51900	fraudulent charge- credit	eBay O*09-07258-11584	fraudulent charge- credit card canc	07/31/2021	08/16/21	1,611.28	2605
100-2100-51900	fraudulent charge- credit	eBay O*15-07257-19520	fraudulent charge- credit card canc	07/31/2021	08/16/21	1,876.54	2605
100-2100-51900	fraudulent charge- credit	eBay O*15-07257-19520	fraudulent charge- credit card canc	07/31/2021	08/16/21	(1,876.54)	2605
100-2100-51900	fraudulent charge- credit	eBay O*25-07255-46016	fraudulent charge- credit card canc	07/31/2021	08/16/21	2,149.19	2605
100-2100-51900	fraudulent charge- credit	HOTELTONIGHTKIMPTON G	fraudulent charge- credit card canc	07/31/2021	08/16/21	447.00	2605
100-2100-51900	fraudulent charge- credit	WAYFAIR*Wayfair wayfai	fraudulent charge- credit card canc	07/31/2021	08/16/21	(4,027.29)	2605
100-2100-51900	fraudulent charge- credit	WAYFAIR*Wayfair wayfai	fraudulent charge- credit card canc	07/31/2021	08/16/21	4,027.29	2605
100-2100-52230	Phone and Internet	VERIZON WIRELESS	JULY CELLPHONE CHARGES	9885297633	08/18/21	361.06	38010
100-2100-52900	Cleaning and Pest Control	BATZNER PEST, INC.	QUARTERLY PEST CONTROL SERVICE	3170612	08/18/21	103.00	37950
100-2100-52900	Cleaning and Pest Control	CINTAS CORP	BI-MONTHLY MAT REPLACEMENT SERVICE	4092323480	08/18/21	58.18	37958
100-2100-52900	Cleaning and Pest Control	CINTAS CORP	BI-WEEKLY MATREPLACEMENT SERVICE	4091050828	08/18/21	58.18	37958
100-2100-52900	Cleaning and Pest Control	GIBB BUILDING MAINTENA	JANITORIAL SERVICE - AUGUST	16865	08/18/21	1,148.73	37966
100-2100-52910	Software Purch/Maint	WI DEPT OF JUSTICE - T	TIME QTRLY ACCESS CHARGE	455TIME-00000109	08/04/21	486.00	37941
100-2100-52910	Software Purch/Maint	LEXISNEXIS RISK DATA M	JULY ACCURINT FEE	1317241-20210731	08/18/21	100.00	37980
100-2100-52990	AUTO CITATIONS	PROFESSIONAL ACCOUNT M	MONTHLY PROCESSING FEES - JULY	1005210	08/18/21	6,417.14	37993
100-2100-52990	MANUAL CITATIONS	PROFESSIONAL ACCOUNT M	MONTHLY PROCESSING FEES - JULY	1005210	08/18/21	284.43	37993
100-2100-52990	ONLINE FREE PARKING	PROFESSIONAL ACCOUNT M	MONTHLY PROCESSING FEES - JULY	1005210	08/18/21	3,347.00	37993
100-2100-52990	1ST NOTICES	PROFESSIONAL ACCOUNT M	MONTHLY PROCESSING FEES - JULY	1005210	08/18/21	106.75	37993
100-2100-52990	2ND NOTICES	PROFESSIONAL ACCOUNT M	MONTHLY PROCESSING FEES - JULY	1005210	08/18/21	97.00	37993
100-2100-52990	POSTAGE FOR NOTICES	PROFESSIONAL ACCOUNT M	MONTHLY PROCESSING FEES - JULY	1005210	08/18/21	344.75	37993
100-2100-52990	Duncan Contracts & Fees	WI DEPT OF REVENUE	TRIP REVERSAL REQUEST	32412445	08/18/21	65.00	38014
100-2100-53100	misc office supplies	AMZN Mktp US*219NJ2ST2	misc office supplies	07/31/2021	08/16/21	70.72	2605
100-2100-53100	office supplies- macbook c	AMZN Mktp US*293ZD4AJ1	office supplies- macbook case	07/31/2021	08/16/21	18.99	2605
100-2100-53100	office supplies	AMZN Mktp US*2E1218D41	office supplies	07/31/2021	08/16/21	202.44	2605
100-2100-53100	office supplies	METRO MARKET #893 SHOR	office supplies	07/31/2021	08/16/21	9.99	2605
100-2100-53100	office supplies	OFFICE DEPOT #141 MILW	office supplies	07/31/2021	08/16/21	14.99	2605
100-2100-53100	office supplies	SAMS CLUB #6324 MILWAU	office supplies	07/31/2021	08/16/21	2.94	2605
100-2100-53100	office supplies	SAMS CLUB #6324 MILWAU	office supplies	07/31/2021	08/16/21	64.28	2605
100-2100-53100	Office Supplies	GIBB BUILDING MAINTENA	SUPPLIES - JULY	16873	08/18/21	224.78	37966
100-2100-53120	Copy & Print Costs	JAMES IMAGING SYSTEMS	COPY AND PRINT USAGE FOR 06/15/21-0	29743944	08/04/21	300.83	37907
100-2100-53130	mailing bio sample to stat	USPS PO 5675850211 MIL	mailing bio sample to state lab	07/31/2021	08/16/21	6.00	2605
100-2100-53500	Dept/Program Supplies	SHRED-IT USA LLC	SHREDDING SERVICE	8182471952	08/04/21	98.59	37925
100-2100-53500	National Night Out supplie	AMZN Mktp US*2E3DT4YB1	National Night Out supplies	07/31/2021	08/16/21	27.88	2605
100-2100-53500	National Night Out supplie	AMZN Mktp US*2E5BQ9M72	National Night Out supplies	07/31/2021	08/16/21	44.99	2605
100-2100-53500	National Night Out supplie	AMZN Mktp US*2E75A78P1	National Night Out supplies	07/31/2021	08/16/21	91.08	2605
100-2100-53500	National Night Out supplie	AMZN Mktp US*2P0W84451	National Night Out supplies	07/31/2021	08/16/21	29.97	2605
100-2100-53500	National Night Out supplie	AMZN Mktp US*2P6G96FK1	National Night Out supplies	07/31/2021	08/16/21	69.60	2605
100-2100-53500	4th of july parade supplie	METRO MARKET #893 SHOR	4th of july parade supplies	07/31/2021	08/16/21	28.41	2605
100-2100-53500	4th of july parade supplie	PAPA JOHN'S #857 414-2	4th of july parade supplies	07/31/2021	08/16/21	98.34	2605
100-2100-53500	garage supplies	ULINE *SHIP SUPPLIES 8	garage supplies	07/31/2021	08/16/21	86.49	2605
100-2100-53500	squad wash supplies	VILLAGE ACE HDWE GLEND	squad wash supplies	07/31/2021	08/16/21	35.85	2605
100-2100-53500	Dept/Program Supplies	LEADER TOWING & TRANSP	TOW OF VEHICLE FOR EVIDENCE COLLECT	52754	08/18/21	135.00	37979
Total For Dept 2100 Police						30,018.35	
Dept 2400 Planning and Development							
100-2400-44310	Building Permits	CHRIS ABELE	BUILDING PERMIT REIMBURSEMENT - 353	20-0001	08/04/21	82,185.85	37888
100-2400-51120	Contracted Inspectors	KWK ELECTRIC INC	COMMERCIAL ELECT INSPECTS JULY 2021	11416	08/18/21	400.00	37977
100-2400-51300	Health Insurance	NORTH SHORE BANK 4414	QUARTER EMPLOYEE HSA CONTRIBUTION-	07012021	07/29/21	225.00	2600
100-2400-51900	Professional Education	GARY KLINKA	CONTINUING EDUCATION - J BURRIS	021521JB	08/04/21	80.00	37898
100-2400-52230	Phone and Internet	AT&T	WIRELESS DATA CHARGES - J BURRIS	287244812582X072	08/04/21	49.50	37884
100-2400-52230	Phone and Internet	US CELLULAR	WIRELESS DATA CHARGES T KOEPP	0453876123	08/18/21	28.24	38009
100-2400-52930	Credit Card Fees	INVOICE CLOUD	CREDIT CARD FEES - JUNE	2194-2021-6	07/29/21	170.70	2597
100-2400-52930	Credit Card Fees	PAYMENTECH-CHASE	CREDIT CARD FEES - JUNE	06302021	07/29/21	117.01	2601

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 100 General Fund							
Dept 2400 Planning and Development							
100-2400-53200	Building Inspection Certif	DSPS E SERVICE FEE COM	Building Inspection Certification r	07/31/2021	08/16/21	1.10	2605
100-2400-53200	Plumbing Inspection Certif	DSPS E SERVICE FEE COM	Plumbing Inspection Certification r	07/31/2021	08/16/21	1.10	2605
100-2400-53200	Building Inspection Certif	DSPS EPAY ISE 608-2617	Building Inspection Certification r	07/31/2021	08/16/21	55.00	2605
100-2400-53200	Plumbing Inspection Certif	DSPS EPAY ISE 608-2617	Plumbing Inspection Certification r	07/31/2021	08/16/21	55.00	2605
Total For Dept 2400 Planning and Development						83,368.50	
Dept 2900 Other Public Safety							
100-2900-51355	Other Benefits	WI DEPT OF EMPLOYEE TR	MONTHLY RETIREMENT PREMIUMS - JUNE	0050374	07/29/21	1,752.00	2603
100-2900-52995	LIFEGUARD SERVICES 7/19 -	COASTLINE SERVICES LLC	LIFEGUARD SERVICES 7/19 - 7/31	08012021	08/04/21	4,330.00	37893
100-2900-52995	LIFEGUARD SERVICES 8/1 -	COASTLINE SERVICES LLC	LIFEGUARD SERVICES 8/1 - 8/15	08152021	08/18/21	3,375.50	37961
100-2900-52995	Atwater Beach Lifeguards	GIBB BUILDING MAINTENA	ATWATER PARK RESTROOMS - AUGUST	16866	08/18/21	661.00	37966
Total For Dept 2900 Other Public Safety						10,118.50	
Dept 3100 Public Works Admin.							
100-3100-46430	Special Collection Fees	SAUNDERS, KELLY	REFUND - SPECIAL PICKUP	2021-0-21	08/04/21	50.00	37923
100-3100-51300	Health Insurance	NORTH SHORE BANK 4414	QUARTER EMPLOYEE HSA CONTRIBUTION-	07012021	07/29/21	300.00	2600
100-3100-51330	Uniform Expense	ANDERSON, ERIC	UNIFORM REIMBURSEMENT	12 7 20	08/04/21	10.03	36806
100-3100-51330	Uniform Expense	ANDERSON, ERIC	REIMBURSEMENT FOR UNIFORM	ANDERSON_JUNE21	08/04/21	57.63	37882
100-3100-51330	Uniform Expense	SANCHEZ, LUIS	REIMBURSEMENT FOR UNIFORM	SANCHEZ_AUG21	08/18/21	400.00	37999
100-3100-51900	Arborist Recertification -	ISA 678-367-0	Arborist Recertification - Korte	07/31/2021	08/16/21	230.00	2605
100-3100-52230	Phone and Internet	US CELLULAR	CELL SERVICE 7/12 TO 8/11	0450951310	08/04/21	99.83	37935
100-3100-53100	July 4th parade candy	WAL-MART #1650 SAUKVIL	July 4th parade candy	07/31/2021	08/16/21	89.40	2605
100-3100-53120	Copy & Print Costs	GREATAMERICA FINANCIAL	COPIER LEASE - AUGUST	29830023	08/18/21	43.00	37968
100-3100-53120	Copy & Print Costs	OFFICE COPYING EQUIPME	PRINTING & PHOTOCOPIES	AR146098	08/18/21	38.54	37990
100-3100-54150	Safety Expenses	CINTAS	SUPPLIES - MEDICAL CABINET	5070386839	08/04/21	20.33	37889
100-3100-54150	Safety Expenses	CONCENTRA	DRUG SCREEN	14937161	08/04/21	110.00	37895
100-3100-54150	Safety Expenses	MCCONN, INC	SAFETY EQUIPMENT	089496	08/18/21	13.04	37983
Total For Dept 3100 Public Works Admin.						1,461.80	
Dept 3230 Bldg Maint - Public Works							
100-3230-51300	Health Insurance	NORTH SHORE BANK 4414	QUARTER EMPLOYEE HSA CONTRIBUTION-	07012021	07/29/21	225.00	2600
100-3230-53500	Dept/Program Supplies	BATZNER PEST, INC.	EXTERMINATING - VILLAGE HALL	3168697	08/04/21	50.00	37885
100-3230-53500	Dept/Program Supplies	GRAINGER W W INC	PARTS - VILLAGE HALL	9963594404	08/04/21	118.22	37900
100-3230-53500	EMERGENCY LIGHT	GRAINGER W W INC	EMERGENCY LIGHT - VILLAGE HALL	9956217880	08/04/21	33.22	37900
100-3230-53500	CREDIT MEMO	GRAINGER W W INC	EMERGENCY LIGHT - VILLAGE HALL	9956217880	08/04/21	(19.46)	37900
100-3230-53500	Dept/Program Supplies	GRAINGER W W INC	BATTERIES - DPW	9956656731	08/04/21	23.42	37900
100-3230-53500	Dept/Program Supplies	OTIS ELEVATOR CO.	VILLAGE HALL ELEVATOR 8/1 TO 9/30	100400440882	08/04/21	347.84	37920
100-3230-53500	Dept/Program Supplies	OTIS ELEVATOR CO.	ELEVATOR TESTING - VILLAGE HALL	CM24297001	08/04/21	814.00	37920
100-3230-53500	Dept/Program Supplies	STANLEY CONVERGENT SEC	FIRE ALARMS - DPW	6001343964	08/04/21	369.00	37928
100-3230-53500	Village Center Lamp	AMZN Mktp US*214070PM2	Village Center Lamp	07/31/2021	08/16/21	52.99	2605
100-3230-53500	Dept/Program Supplies	AUTOMATIC BUILDING CON	VILLAGE CENTER HVAC REPAIRS	SD359	08/18/21	1,364.52	37948
100-3230-53500	Dept/Program Supplies	AUTOMATIC BUILDING CON	VILLAGE CENTER HVAC REPAIRS	SD351	08/18/21	893.54	37948
100-3230-53500	Dept/Program Supplies	BONAFIDE SAFE & LOCK I	PADLOCKS	INV-3030	08/18/21	148.88	37953
100-3230-53500	Dept/Program Supplies	GIBB BUILDING MAINTENA	DPW JANITORIAL SERVICE - AUGUST	16867	08/18/21	373.74	37966
100-3230-53500	Dept/Program Supplies	GRAINGER W W INC	LED BULBS - VILLAGE CENTER	9001453019	08/18/21	64.74	37967
100-3230-53500	Dept/Program Supplies	GRAINGER W W INC	PARTS - PD	9011423093	08/18/21	296.26	37967
100-3230-53500	Dept/Program Supplies	GRAINGER W W INC	DPW SHOP SUPPLIES	9708720108	08/18/21	291.76	37967
100-3230-53500	Dept/Program Supplies	HOME DEPOT CREDIT SERV	SUPPLIES - BUILDING MAINT	1513155	08/18/21	397.81	37970
100-3230-53500	Dept/Program Supplies	HOME DEPOT CREDIT SERV	STOCK DPW	2022317	08/18/21	222.36	37970
100-3230-53500	Dept/Program Supplies	HOME DEPOT CREDIT SERV	STOCK DPW	6514810	08/18/21	229.06	37970
100-3230-53500	Dept/Program Supplies	HOME DEPOT CREDIT SERV	SUPPLIES - DPW	5011114	08/18/21	215.98	37970
100-3230-53500	Dept/Program Supplies	HOME DEPOT CREDIT SERV	SUPPLIES - DPW	5522725	08/18/21	16.94	37970
100-3230-53500	Dept/Program Supplies	JOHNSON CONTROLS INC	9/1/21 TO 8/31/22 - FIRE ALARM	22433384	08/18/21	674.49	37972

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Fund 100 General Fund							
Dept 3230 Bldg Maint - Public Works							
100-3230-53500	Dept/Program Supplies	ORKIN COMMERCIAL SERVI	EXTERMINATING DPW	214458937	08/18/21	88.00	37991
100-3230-53500	Dept/Program Supplies	SHERWIN WILLIAMS	PAINT - DPW	8209-0	08/18/21	42.34	38000
100-3230-53500	Dept/Program Supplies	STANLEY CONVERGENT SEC	SECURITY SYSTEM MONITORING - DPW	6001371557	08/18/21	376.32	38003
100-3230-53500	Dept/Program Supplies	STANLEY CONVERGENT SEC	SECURITY SYSTEM MAINTENANCE - DPW	6001390783	08/18/21	376.32	38003
100-3230-54160	Hubbard Lodge/ River Club	GRAINGER W W INC	RETURN OF EXIT SIGN	9956217898	08/04/21	(178.61)	37900
100-3230-54160	Hubbard Lodge/ River Club	BLIFFERT LUMBER	LUMBER - HUBBARD PARK STAIRS	2107544519	08/18/21	66.88	37952
100-3230-54160	Hubbard Lodge/ River Club	ORKIN COMMERCIAL SERVI	EXTERMINATING - HUBBARD	214459157	08/18/21	97.00	37991
Total For Dept 3230 Bldg Maint - Public Works						8,072.56	
Dept 3300 Municipal Garage							
100-3300-53400	Vehicle Maintenance	ADVANCE AUTO PARTS	PARTS FOR #30	2514-731373	08/04/21	34.82	37880
100-3300-53400	Vehicle Maintenance	ADVANCE AUTO PARTS	STOCK - MECHANICS	2514-730552	08/04/21	22.50	37880
100-3300-53400	Vehicle Maintenance	ADVANCE AUTO PARTS	STOCK - MECHANICS	2514-729303	08/04/21	101.46	37880
100-3300-53400	Vehicle Maintenance	ADVANCE AUTO PARTS	CREDIT FOR CORE RETURN	2514-726737	08/04/21	(80.00)	37880
100-3300-53400	Vehicle Maintenance	ALSCO, INC.	SHOP TOWELS	IMIL1707815	08/04/21	31.73	37881
100-3300-53400	Vehicle Maintenance	ELLIOTT AUTO SUPPLY CO	STOCK - MECHANICS	50-3451642	08/04/21	19.34	37897
100-3300-53400	Vehicle Maintenance	ELLIOTT AUTO SUPPLY CO	STOCK - MECHANICS	160-106891	08/04/21	88.86	37897
100-3300-53400	Vehicle Maintenance	ELLIOTT AUTO SUPPLY CO	STOCK - MECHANICS	51-440429	08/04/21	7.67	37897
100-3300-53400	Vehicle Maintenance	ELLIOTT AUTO SUPPLY CO	STOCK - MECHANICS	13-1619186	08/04/21	23.01	37897
100-3300-53400	Vehicle Maintenance	GRAINGER W W INC	STOCK - MECHANICS	9962385382	08/04/21	245.42	37900
100-3300-53400	Vehicle Maintenance	GRAINGER W W INC	STOCK - MECHANICS	9968835018	08/04/21	6.80	37900
100-3300-53400	Vehicle Maintenance	GRAINGER W W INC	STOCK - MECHANICS	9965341523	08/04/21	15.28	37900
100-3300-53400	Vehicle Maintenance	LF GEORGE	PARTS FOR #87	IC79845	08/04/21	73.38	37909
100-3300-53400	Vehicle Maintenance	MILW TRACTOR & EQUIPME	PARTS FOR #94	IM01427	08/04/21	271.92	37916
100-3300-53400	Parts for Forestry Weedwac	AMZN MKTP US*296EK4JV1	Parts for Forestry Weedwacker	07/31/2021	08/16/21	14.99	2605
100-3300-53400	repairs to Squad 8	JOHN AMATO CHRYSLER DO	repairs to Squad 8	07/31/2021	08/16/21	153.68	2605
100-3300-53400	Vehicle Maintenance	ALSCO, INC.	SHOP TOWELS	IMIL1712199	08/18/21	31.73	37944
100-3300-53400	Vehicle Maintenance	GRAINGER W W INC	MARKING PAINT	9008824246	08/18/21	33.48	37967
100-3300-53400	Vehicle Maintenance	GRAINGER W W INC	SHOP STOCK	9005515235	08/18/21	15.51	37967
100-3300-53400	Vehicle Maintenance	JOHN PAUL'S GMC	PARTS SQUAD 7	738076	08/18/21	58.63	37971
100-3300-53400	Vehicle Maintenance	JUNIORS TOOLS LLC	TOOLS FOR STUMPER	40293	08/18/21	263.95	37973
100-3300-53400	Vehicle Maintenance	KRIETE LEASING & RENTA	REPAIRS TO #72	R101003564:01	08/18/21	1,364.44	37976
100-3300-53400	Vehicle Maintenance	LF GEORGE	PARTS FOR #87	IC80087	08/18/21	89.51	37981
100-3300-53400	Vehicle Maintenance	MATHESON TRI GAS INC	GAS - MECHANICS	51834136	08/18/21	120.00	37982
100-3300-53410	Fuel and Oil	HERBST OIL INC	UNLEADED FUEL	78294	08/04/21	3,609.07	37904
100-3300-53410	Fuel and Oil	HERBST OIL INC	DIESEL FUEL	78303	08/04/21	2,199.02	37904
100-3300-53410	Fuel and Oil	HERBST OIL INC	UNLEADED FUEL	78298	08/18/21	4,391.60	37969
100-3300-53410	Fuel and Oil	HERBST OIL INC	DIESEL FUEL	78297	08/18/21	3,190.15	37969
Total For Dept 3300 Municipal Garage						16,397.95	
Dept 3410 Street and Alley							
100-3410-51300	Health Insurance	NORTH SHORE BANK 4414	QUARTER EMPLOYEE HSA CONTRIBUTION-	07012021	07/29/21	675.00	2600
100-3410-53500	POTHoles ON 7/16/21	STARK PAVEMENT CORP	ASPHALT	50053285	08/18/21	61.71	38004
100-3410-53510	Supplies - Signs	TAPCO	SIGN POST BASES	I702850	08/04/21	620.50	37931
100-3410-53510	no parking signs	VOSS SIGNS 315-682-6	no parking signs	07/31/2021	08/16/21	477.50	2605
Total For Dept 3410 Street and Alley						1,834.71	
Dept 3430 Street Lights							
100-3430-51120	Contracted Electricians	NEXT ELECTRIC, LLC	TRAFFIC AND STREET LIGHT REPAIR	14699	08/18/21	10,254.91	37989
100-3430-53500	Supplies - Street Lightinç	DIGGERS HOTLINE INC	DIGGERS TICKETS	210 7 55101	08/18/21	241.46	37964
100-3430-53510	Supplies - Traffic Devices	TAPCO	STOCK - TRAFFIC CONTROL MAINT	I703948	08/18/21	331.90	38007
Total For Dept 3430 Street Lights						10,828.27	

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Fund 100 General Fund							
Dept 3460 Winter							
100-3460-53500	Dept/Program Supplies	VILLAREAL, MIGUEL	MEAL REIMBURSEMENT	03 15 21	08/04/21	17.36	37936
Total For Dept 3460 Winter						17.36	
Dept 3510 Refuse Disposal							
100-3510-52950.03-00	Disposal Contracts - Refus	WASTE MANAGEMENT OF WI	7/1 TO 7/31 SOLID, YARD	0084129-2808-0	08/18/21	30,944.54	38013
100-3510-52950.04-00	Disposal Contracts - Recyc	WASTE MANAGEMENT OF WI	8/1 TO 8/31 OAKLAND AVE	6664999-2275-3	08/18/21	152.00	38013
100-3510-52950.04-00	Disposal Contracts - Recyc	WASTE MANAGEMENT OF WI	7/1 TO 7/31 CURBSIDE	6664573-2275-6	08/18/21	11,856.00	38013
100-3510-52950.04-00	Disposal Contracts - Recyc	WASTE MANAGEMENT OF WI	7/1 TO 7/31 DPW RECYCLE	6664570-2275-2	08/18/21	413.00	38013
100-3510-53510	Supplies - Recycling	REFRIGERANT DEPOT LLC	ELECTRONICS RECYCLING	1002	08/18/21	1,687.00	37998
Total For Dept 3510 Refuse Disposal						45,052.54	
Dept 3530 Yard Waste / Leaf							
100-3530-52950.05-00	Disposal Contracts - Yard	WASTE MANAGEMENT OF WI	7/1 TO 7/31 SOLID, YARD	0084129-2808-0	08/18/21	3,241.52	38013
Total For Dept 3530 Yard Waste / Leaf						3,241.52	
Dept 3610 Forestry							
100-3610-52940	Landscaping Contracts - Me	VILLANI LANDSHAPERS LA	MEDIAN LANDSCAPING - SEPTEMBER	210499-0006	08/18/21	2,922.36	38012
100-3610-53500	Dept/Program Supplies	HOME DEPOT CREDIT SERV	TOOLS - FORESTRY	11333	08/18/21	90.72	37970
100-3610-53500	Dept/Program Supplies	HOME DEPOT CREDIT SERV	LANDSCAPING SUPPLIES	3768802	08/18/21	19.49	37970
100-3610-53500	Dept/Program Supplies	SIEVERT TRUCKING INC.	TOPSOIL BLEND	100785	08/18/21	876.00	38001
100-3610-53500	Dept/Program Supplies	SIEVERT TRUCKING INC.	TOPSOIL BLEND	100754	08/18/21	876.00	38001
100-3610-53500	Dept/Program Supplies	SIEVERT TRUCKING INC.	TOPSOIL BLEND	100717	08/18/21	876.00	38001
Total For Dept 3610 Forestry						5,660.57	
Dept 3620 Parks and Beautification							
100-3620-53500	Dept/Program Supplies	PORT-A-JOHN	SEASONAL RESTROOM - ATWATER	1330538-IN	08/04/21	468.00	37921
100-3620-53500	Dept/Program Supplies	HOME DEPOT CREDIT SERV	STRING TRIMMER SUPPLIES	3050779	08/18/21	53.91	37970
Total For Dept 3620 Parks and Beautification						521.91	
Total For Fund 100 General Fund						478,435.71	
Fund 200 Library							
Dept 0000							
200-0000-24213	Sales Tax Due State	WI DEPT OF REVENUE - S	SALES TAX - JUNE	06302021	07/29/21	14.01	2604
Total For Dept 0000						14.01	
Dept 5110 Library							
200-5110-46710	Library Fines	GOYAL, MUKUL	REFUND FOR LOST ITEM FOUND	LIR GOYAL	08/04/21	10.99	37899
200-5110-46710	Library Fines	WALKER, ADA	REFUND FOR LOST ITEM LATER RETURNED	LIR WALKER	08/04/21	52.97	37938
200-5110-46710	Library Fines	WILKINSON, CHRISTINE	REFUND FOR RETURN OF LOST ITEM	LIR WILKINSON2	08/04/21	11.99	37943
200-5110-46710	Library Fines	BURG, PETER	REFUND FOR RETURNED LOST ITEM	LIR BURG	08/18/21	12.99	37954
200-5110-46710	Library Fines	KATT, CHRISTINA	REFUND FOR LOST ITEM RETURNED	LIR KATT	08/18/21	6.99	37975
200-5110-46710	Library Fines	STATSON, KELLY ANN	REFUND FOR ITEM FOUND AND RETURNED	LIR STATSON	08/18/21	12.99	38006
200-5110-51300	Health Insurance	NORTH SHORE BANK 4414	QUARTER EMPLOYEE HSA CONTRIBUTION-	07012021	07/29/21	1,800.00	2600
200-5110-51900	H. Johnson Library Privacy	UNCC REGISTRATIONS 608	H. Johnson Library Privacy Course	07/31/2021	08/16/21	100.00	2605
200-5110-52230	LIBRARY 24 HOUR MONITORING	AT&T	LIBRARY ALARM LINES 5/23-6/22	07222021	08/04/21	54.35	37883
200-5110-52300	Other Intergov'tal pymts	MILW CNTY FEDERATED LI	TECH, FORMS, SERVICES FROM MCFLS	FL-03417	08/04/21	793.09	37915
200-5110-52900	Cleaning and Pest Control	CLOTHES CLINIC, INC.	LOBBY MAT SERVICE JULY 26	618373	08/04/21	13.53	37892
200-5110-52900	Cleaning and Pest Control	CLOTHES CLINIC, INC.	LOBBY MAT SERVICE 8/09/21	621397	08/18/21	13.53	37960
200-5110-52900	Cleaning and Pest Control	GIBB BUILDING MAINTENA	JANITORIAL SERVICE - AUGUST	16865	08/18/21	1,583.15	37966
200-5110-52900	Cleaning and Pest Control	GIBB BUILDING MAINTENA	JANITORIAL SERVICE - AUGUST	16865	08/18/21	280.00	37966
200-5110-52910	Software Purch/Maint	MILW CNTY FEDERATED LI	TECH, FORMS, SERVICES FROM MCFLS	FL-03417	08/04/21	71.52	37915
200-5110-52910	additional user for Canva	CANVA* 03109-25527669	additional user for Canva Pro	07/31/2021	08/16/21	57.39	2605
200-5110-52910	email service provider suk	EIG*CONSTANTCONTACT.CO	email service provider subscription	07/31/2021	08/16/21	100.00	2605

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Fund 200 Library							
Dept 5110 Library							
200-5110-52910	Monthly Charge for Web sta	HTTP GIMLET DOT US 608	Monthly Charge for Web statistics r	07/31/2021	08/16/21	29.00	2605
200-5110-52990	Other Service Contracts &	GREATAMERICA FINANCIAL	COPIER LEASE AGREEMENT	29760584	08/04/21	224.63	37901
200-5110-52990	Other Service Contracts &	OFFICE COPYING EQUIPME	SERVICE CONTRACT FOR COPIERS	AR141575	08/04/21	216.70	37919
200-5110-52990	Other Service Contracts &	OFFICE COPYING EQUIPME	SERVICE CONTRACT FOR COPIERS	AR146091	08/04/21	168.15	37919
200-5110-53100	Office Supplies	DEMCO	EASY BIND, LABEL PROTECTORS, DISCAR	6961681	08/04/21	214.27	37896
200-5110-53100	Doorbell batteries	AMAZON.COM*2E7UU7P40 A	Doorbell batteries	07/31/2021	08/16/21	5.19	2605
200-5110-53100	desk drawer organizers	AMZN Mktp US*219881DZ0	desk drawer organizers	07/31/2021	08/16/21	22.78	2605
200-5110-53100	ethernet cables	AMZN Mktp US*296Q05PQ0	ethernet cables	07/31/2021	08/16/21	12.84	2605
200-5110-53100	pen refills	AMZN MKTP US*299C05QZ2	pen refills	07/31/2021	08/16/21	20.75	2605
200-5110-53100	boxes for radon meters	AMZN Mktp US*299KD7X50	boxes for radon meters	07/31/2021	08/16/21	19.93	2605
200-5110-53100	super glue	WALGREENS #15188 SHORE	super glue	07/31/2021	08/16/21	5.64	2605
200-5110-53100	Office Supplies	QUILL CORPORATION	PAPER, NOTE PADS, TAPE, LABELS	18672595	08/18/21	235.12	37995
200-5110-53100	Office Supplies	QUILL CORPORATION	DRY ERASE MARKERS	18669002	08/18/21	16.36	37996
200-5110-53200	ALA membership payment- R	AMERLIBASSOC ECOMMERCE	ALA membership payment- Rachel Coll	07/31/2021	08/16/21	305.00	2605
200-5110-53200	S. Lyles membership renew	WISCONSIN LIBRARY ASSO	S. Lyles membership renewal	07/31/2021	08/16/21	107.64	2605
200-5110-53200	Friends WLA membership pay	WISCONSIN LIBRARY ASSO	Friends WLA membership payment	07/31/2021	08/16/21	225.00	2605
200-5110-53500	sticker remover pens	AMZN Mktp US*212NR0S60	sticker remover pens	07/31/2021	08/16/21	52.95	2605
200-5110-53500	Processing Supplies	DEMCO	EASY BIND, LABEL PROTECTORS	6986576	08/18/21	455.71	37963
200-5110-53720	quartly charge for subscri	CHICAGO TRIB SUBSCRIPT	quartly charge for subscriptions	07/31/2021	08/16/21	60.00	2605
200-5110-53720	Barrons subscription montl	D J*BARRON'S 800-568-7	Barrons subscription monthly paymen	07/31/2021	08/16/21	19.99	2605
200-5110-53720	Wall Street Journal subscri	D J*WALL-ST-JOURNAL 80	Wall Street Journal subscription	07/31/2021	08/16/21	134.97	2605
200-5110-53720	NYT daily paper	WALGREENS #15188 SHORE	NYT daily paper	07/31/2021	08/16/21	3.15	2605
200-5110-54000	Programming	DEMCO	BOOKMARKS	6981530	08/04/21	90.54	37896
200-5110-54000	Beads- YA take & make	AMAZON.COM*2E9IP6AN2 A	Beads- YA take & make	07/31/2021	08/16/21	8.70	2605
200-5110-54000	Paper bags	AMZN Mktp US*2100497D2	Paper bags	07/31/2021	08/16/21	56.78	2605
200-5110-54000	YA Programming	AMZN Mktp US*2170V7912	YA Programming	07/31/2021	08/16/21	11.99	2605
200-5110-54000	sidewalk chalk	AMZN MKTP US*290CT2QL2	sidewalk chalk	07/31/2021	08/16/21	15.90	2605
200-5110-54000	bubbles- children's progr	AMZN Mktp US*2929Z6X01	bubbles- children's programming	07/31/2021	08/16/21	45.96	2605
200-5110-54000	craft supplies	AMZN Mktp US*293Q08Q50	craft supplies	07/31/2021	08/16/21	23.26	2605
200-5110-54000	Children's Programming - s	AMZN Mktp US*298CN0730	Children's Programming - slime, bub	07/31/2021	08/16/21	27.98	2605
200-5110-54000	Programming - felt (later	AMZN Mktp US*2E1D01UI1	Programming - felt (later returned)	07/31/2021	08/16/21	38.98	2605
200-5110-54000	YA Take & Make kits	AMZN Mktp US*2E6IG4AX0	YA Take & Make kits	07/31/2021	08/16/21	105.14	2605
200-5110-54000	Gift card - Leo game prize	CITY MARKET SHOREWOOD	Gift card - Leo game prize	07/31/2021	08/16/21	10.00	2605
200-5110-54000	Leo game prize gift card	CULVERS OF SHOREWOOD S	Leo game prize gift card	07/31/2021	08/16/21	10.00	2605
200-5110-54000	Children's programming ite	DOLLAR TREE MILWAUKEE	Children's programming items	07/31/2021	08/16/21	6.33	2605
200-5110-54000	Gift card - Leo game prize	GOODY GOURMETS SHOREWO	Gift card - Leo game prize	07/31/2021	08/16/21	10.00	2605
200-5110-54000	Leo game prize gift card	HIYA TACO SHOREWOOD	Leo game prize gift card	07/31/2021	08/16/21	10.00	2605
200-5110-54000	Adult Take & Make - felt	JOANN STORES #2046 GRE	Adult Take & Make - felt	07/31/2021	08/16/21	42.05	2605
200-5110-54000	YA Take & Make kits	JOANN STORES #2046 GRE	YA Take & Make kits	07/31/2021	08/16/21	34.34	2605
200-5110-54000	Gift card - Leo game prize	MOD PIZZA SHOREWOOD SH	Gift card - Leo game prize	07/31/2021	08/16/21	10.00	2605
200-5110-54000	Podcasing subscription	PODBEAN.COM HTTPSWWW.P	Podcasing subscription	07/31/2021	08/16/21	108.00	2605
200-5110-54000	YA Summer kits	SP * BROWN DOG GADGETS	YA Summer kits	07/31/2021	08/16/21	174.34	2605
200-5110-54000	Adult Take & Make - pins &	WM SUPERCENTER #2452 M	Adult Take & Make - pins & needles	07/31/2021	08/16/21	15.24	2605
Total For Dept 5110 Library						8,386.78	
Dept 5111 Adult Materials							
200-5111-53730	Materials	BAKER & TAYLOR	LARGE PRINT	LRG PRT JULY 2021	08/18/21	124.44	37949
200-5111-53730	Materials	BAKER & TAYLOR	ADULT NON-FICTION BOOKS	AF JULY 2021	08/18/21	557.73	37949
200-5111-53730	Materials	BAKER & TAYLOR	ANF CIRC CONTINUATIONS	CIRC CONT JULY 21	08/18/21	13.54	37949
200-5111-53740	DVD's	BAKER & TAYLOR	MOVIES	ADVVD JULY 2021	08/18/21	407.12	37949
200-5111-53750	Audiobooks	BAKER & TAYLOR	AUDIOBOOKS	ABKCD JULY 2021	08/18/21	116.91	37949
200-5111-53770	Music	BAKER & TAYLOR	MUSIC CDS	ACD JULY 2021	08/18/21	168.75	37949

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Fund 200 Library							
Dept 5111 Adult Materials							
			Total For Dept 5111 Adult Materials			1,388.49	
Dept 5112 Childrens Materials							
200-5112-53730	Materials	BAKER & TAYLOR	CHILDREN'S ANF	JUV CONT JULY 20	08/18/21	31.85	37949
200-5112-53730	Materials	BAKER & TAYLOR	CHILDREN'S BOOKS	JUV JULY 2021	08/18/21	846.38	37949
200-5112-53730	Materials	CAVENDISH SQUARE PUBLI	CHILDREN'S NON FICTION	CAL3325841	08/18/21	195.54	37956
200-5112-53740	DVD's	BAKER & TAYLOR	KIDS COLLECTION DVDS	JDVD JULY 2021	08/18/21	60.07	37949
			Total For Dept 5112 Childrens Materials			1,133.84	
Dept 5113 Young Adult Materials							
200-5113-53730	Materials	BAKER & TAYLOR	YOUNG ADULT MATERIALS	YA JULY 2021	08/18/21	208.74	37949
			Total For Dept 5113 Young Adult Materials			208.74	
Dept 5121 GMF - enhanced							
200-5121-53700	Collection Enhancements	BAKER & TAYLOR	LANGE BEQUEST COLLECTION ENHANCEMEN	LANGE JULY 2021	08/18/21	310.39	37949
200-5121-54010	Lange balloons - summer ce	AMAZON.COM*2E0286791 A	Lange balloons - summer celebration	07/31/2021	08/16/21	14.02	2605
200-5121-54010	balloons Lange / Summer Ce	AMZN Mktp US*2E1H89BI0	balloons Lange / Summer Celebration	07/31/2021	08/16/21	21.98	2605
200-5121-54010	Lange Sponges for summer c	AMZN Mktp US*2E8SF07H1	Lange Sponges for summer celebratio	07/31/2021	08/16/21	6.99	2605
200-5121-54010	Lange / Summer Celebration	OTC BRANDS INC 800-228	Lange / Summer Celebration	07/31/2021	08/16/21	55.88	2605
200-5121-54010	Oriental Trading- Summer P	OTC BRANDS INC 800-228	Oriental Trading- Summer Programs	07/31/2021	08/16/21	160.86	2605
200-5121-56120	Technology	MILW CNTY FEDERATED LI	TECH, FORMS, SERVICES FROM MCFLS	FL-03417	08/04/21	7,093.45	37915
200-5121-56120	Technology	MILW CNTY FEDERATED LI	TECH, FORMS, SERVICES FROM MCFLS	FL-03417	08/04/21	1,671.28	37915
200-5121-56120	Technology	MILW CNTY FEDERATED LI	TECH, FORMS, SERVICES FROM MCFLS	FL-03417	08/04/21	8,208.15	37915
200-5121-56140	Misc. Equipment	MEDIFY AIR, LLC	9 HEPA FILTERS	115606	08/04/21	4,620.88	37912
			Total For Dept 5121 GMF - enhanced			22,163.88	
Dept 5122 Friends - enhanced							
200-5122-53700	Collection Enhancements	BAKER & TAYLOR	FRIENDS FUNDED BOOKS	AD FRND BKS JULY	08/18/21	78.51	37949
200-5122-53700	Collection Enhancements	BAKER & TAYLOR	FRIENDS FUNDED MOVIES	AD FRND MEDIA JU	08/18/21	74.08	37949
200-5122-53760	Lucky Day	BAKER & TAYLOR	FRIENDS FUNDED LUCKY DAY	LUCKY DAY JULY 2	08/18/21	429.02	37949
200-5122-54010	Adult Take & Make supplies	AMZN Mktp US*2E53P1MA0	Adult Take & Make supplies	07/31/2021	08/16/21	134.49	2605
200-5122-54010	Friends - YA Summer Prize	MOD PIZZA SHOREWOOD SH	Friends - YA Summer Prize Gift Card	07/31/2021	08/16/21	25.00	2605
200-5122-54010	Friends - YA Summer Prize	WALGREENS #15188 SHOR	Friends - YA Summer Prize Gift Card	07/31/2021	08/16/21	100.00	2605
			Total For Dept 5122 Friends - enhanced			841.10	
Dept 5123 Other - enhanced							
200-5123-53700	Collection Enhancements	BAKER & TAYLOR	ONUFRACK GIFT BOOKS	ONUFRACK JULY 20	08/18/21	429.58	37949
			Total For Dept 5123 Other - enhanced			429.58	
			Total For Fund 200 Library			34,566.42	
Fund 210 Senior Services							
Dept 4650 SRC Benjamin Services							
210-4650-52100	Professional Fees	JEWISH HOME & CARE CEN	BRAIN HEALTH CLASSES	JULY2021	08/04/21	100.00	37908
210-4650-52100	Professional Fees	MILEWSKI, SHERROD	QIGONG	JULY2021	08/04/21	180.00	37914
210-4650-52990	Deposit for July Picnic	ESTABROOK BEER GARDEN	Deposit for July Picnic	07/31/2021	08/16/21	200.00	2605
210-4650-52990	July Picnic	ESTABROOK BEER GARDEN	July Picnic	07/31/2021	08/16/21	755.50	2605
210-4650-52990	Deposit for Oct. Luncheon	IRENE'S CATERING SERVI	Deposit for Oct. Luncheon	07/31/2021	08/16/21	225.00	2605
210-4650-52990	Refreshments	METRO MARKET #893 SHOR	Refreshments	07/31/2021	08/16/21	40.04	2605
210-4650-54000	SRC Programming	MAY KLISCH, LLC	TASTY BYTES	AUG2021	08/04/21	50.00	37911
210-4650-54000	SRC Programming	SMITH, KATHLEEN	A DATE WITH HISTORY	APRIL & JUNE 202	08/04/21	100.00	37927
210-4650-54000	SRC Programming	SMITH, KATHLEEN	HISTORY PROGRAM	AUGUST2021	08/18/21	50.00	38002
210-4650-54010	Programming Support	EASTSIDE SENIOR SERVIC	VOLUNTEER SERVICES PROGRAM SUPPORT	2021	08/18/21	2,500.00	37965
			Total For Dept 4650 SRC Benjamin Services			4,200.54	

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Fund 210 Senior Services							
Total For Fund 210 Senior Services						4,200.54	
Fund 300 Debt Service Fund							
Dept 8000 Debt Service							
300-8000-58100	Principal	JP MORGAN CHASE	PRINCIPAL PAYMENT 7/29/2021 8/7/12	2012C 07/29 P	07/29/21	245,000.00	2598
300-8000-58100	Principal	JP MORGAN CHASE	PRINCIPAL PAYMENT 7/29/2021 8/7/12	2012C 07/29 P	07/29/21	100,000.00	2598
300-8000-58100	Principal	JP MORGAN CHASE	PRINCIPAL PAYMENT 7/29/2021 8/10/1	2016A 07/29 P	07/29/21	220,000.00	2598
300-8000-58100	Principal	JP MORGAN CHASE	PRINCIPAL PAYMENT 7/29/2021 8/10/1	2016A 07/29 P	07/29/21	325,000.00	2598
300-8000-58100	Principal	JP MORGAN CHASE	PRINCIPAL PAYMENT 07/29/2021 2018A	2018A 07/29 P	07/29/21	115,000.00	2599
300-8000-58200	Interest	JP MORGAN CHASE	INTEREST PAYMENTS 2012 C CORP BONDS	2012C 07/29 I	07/29/21	21,447.50	2598
300-8000-58200	Interest	JP MORGAN CHASE	INTEREST PAYMENTS 2012 C CORP BONDS	2012C 07/29 I	07/29/21	2,100.00	2598
300-8000-58200	Interest	JP MORGAN CHASE	INTEREST PAYMENT 07/29/2021 2016A B	2016A 07/29 I	07/29/21	14,000.00	2598
300-8000-58200	Interest	JP MORGAN CHASE	INTEREST PAYMENT 07/29/2021 2016A B	2016A 07/29 I	07/29/21	89,525.00	2598
300-8000-58200	Interest	JP MORGAN CHASE	INTEREST PAYMENT 07/29/2021 2018A B	2018A 07/29 I	07/29/21	79,631.25	2598
Total For Dept 8000 Debt Service						1,211,703.75	
Dept 9000 Other Financing Sources/Uses							
300-9000-49401	Transfers from TID #1	JP MORGAN CHASE	PRINCIPAL PAYMENT 7/29/2021 8/7/12	2012C 07/29 P	07/29/21	(100,000.00)	2598
300-9000-49401	Transfers from TID #1	JP MORGAN CHASE	INTEREST PAYMENTS 2012 C CORP BONDS	2012C 07/29 I	07/29/21	(2,100.00)	2598
300-9000-49401	Transfers from TID #1	JP MORGAN CHASE	PRINCIPAL PAYMENT 7/29/2021 8/10/1	2016A 07/29 P	07/29/21	(325,000.00)	2598
300-9000-49401	Transfers from TID #1	JP MORGAN CHASE	INTEREST PAYMENT 07/29/2021 2016A B	2016A 07/29 I	07/29/21	(14,000.00)	2598
Total For Dept 9000 Other Financing Sources/Uses						(441,100.00)	
Total For Fund 300 Debt Service Fund						770,603.75	
Fund 400 General Capital Projects							
Dept 3220 Bldg Maint - Police							
400-3220-56200	Police - Building Improven	STRAND ASSOCIATES INC	POLICE STATION LOT - JUNE	0173214	08/04/21	1,060.00	37930
Total For Dept 3220 Bldg Maint - Police						1,060.00	
Dept 3410 Street and Alley							
400-3410-56310	Regular Maintenance	STRAND ASSOCIATES INC	LAKE BLUFF ELEMENTARY STREET LIGHT	0173211	08/04/21	1,465.00	37930
400-3410-56320.21-01	Alleys 2021	SIGMA ENVIRONMENTAL SE	2021 ALLEY RECONSTRUCTION - JUNE	145290	08/04/21	16,846.70	37926
400-3410-56320.21-02	2021 SE Mill & Overlay	STRAND ASSOCIATES INC	2021 MILL & OVERLAY - JUNE	0173210	08/04/21	280.00	37930
400-3410-56321.25-01	Lake Drive Design	WI DEPT OF TRANSPORTAT	LAKE DR. DESIGN - JULY	395-0000228950	08/18/21	16,744.04	38015
400-3410-56321.25-02	N. Oakland Engineering	STRAND ASSOCIATES INC	N OAKLAND DESIGN - JUNE	0173209	08/04/21	755.00	37930
Total For Dept 3410 Street and Alley						36,090.74	
Dept 3470 Sidewalks							
400-3470-56310	Regular Maintenance	STRAND ASSOCIATES INC	ENGINEERING SERVICES - JUNE	0173206	08/04/21	948.75	37930
400-3470-56310	Regular Maintenance	STRAND ASSOCIATES INC	2021 SIDEWALK REPLACEMENT - JUNE	0173212	08/04/21	547.50	37930
400-3470-56310	Regular Maintenance	STRAND ASSOCIATES INC	2021 SIDEWALK REPLACEMENT - JUNE	0173208	08/04/21	841.25	37930
Total For Dept 3470 Sidewalks						2,337.50	
Dept 3620 Parks and Beautification							
400-3620-56500	Land Improvements	WAUSAU TILE INC	PUBLIC WASTE CONTAINERS	626953	08/04/21	2,675.16	37939
Total For Dept 3620 Parks and Beautification						2,675.16	
Total For Fund 400 General Capital Projects						42,163.40	
Fund 410 TID No. 1 Capital							
Dept 9000 Other Financing Sources/Uses							
410-9000-59300	Transfers to Debt Service	JP MORGAN CHASE	PRINCIPAL PAYMENT 7/29/2021 8/7/12	2012C 07/29 P	07/29/21	100,000.00	2598
410-9000-59300	Transfers to Debt Service	JP MORGAN CHASE	INTEREST PAYMENTS 2012 C CORP BONDS	2012C 07/29 I	07/29/21	2,100.00	2598
410-9000-59300	Transfers to Debt Service	JP MORGAN CHASE	PRINCIPAL PAYMENT 7/29/2021 8/10/1	2016A 07/29 P	07/29/21	325,000.00	2598

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Fund 410 TID No. 1 Capital							
Dept 9000 Other Financing Sources/Uses							
410-9000-59300	Transfers to Debt Service	JP MORGAN CHASE	INTEREST PAYMENT 07/29/2021 2016A B	2016A 07/29 I	07/29/21	14,000.00	2598
						<u>441,100.00</u>	
Total For Dept 9000 Other Financing Sources/Uses						441,100.00	
Total For Fund 410 TID No. 1 Capital						<u>441,100.00</u>	
Fund 430 TID No. 3 Capital							
Dept 6650 TID Projects							
430-6650-54610	Developer Subsidies	SHOREWOOD SENIOR APART	PAYGO BOND PAYMENT	07292021	08/04/21	510,133.93	37924
						<u>510,133.93</u>	
Total For Dept 6650 TID Projects						510,133.93	
Total For Fund 430 TID No. 3 Capital						<u>510,133.93</u>	
Fund 450 TID No. 5 Capital							
Dept 6650 TID Projects							
450-6650-52110	Professional Fees Engineer	CLARK DIETZ INC	OAKLAND AVE IMPROVEMENTS	431661	08/04/21	1,020.00	37890
						<u>1,020.00</u>	
Total For Dept 6650 TID Projects						1,020.00	
Total For Fund 450 TID No. 5 Capital						<u>1,020.00</u>	
Fund 600 Parking Utility							
Dept 0000							
600-0000-24213	Sales Tax Due State	WI DEPT OF REVENUE - S	SALES TAX - JUNE	06302021	07/29/21	1,413.15	2604
600-0000-24213	Sales Tax Due State	CARRUTHERS, ADAM	REFUND - NS BANK LOT AUG-DEC 2021	PKG REF 081121	08/18/21	7.83	37955
600-0000-28100	General Obligation Debt	JP MORGAN CHASE	PRINCIPAL PAYMENT 7/29/2021 8/7/12	2012C 07/29 P	07/29/21	20,000.00	2598
						<u>21,420.98</u>	
Total For Dept 0000						21,420.98	
Dept 3900 Parking							
600-3900-46313	North Shore Bank Bldg Lot	CARRUTHERS, ADAM	REFUND - NS BANK LOT AUG-DEC 2021	PKG REF 081121	08/18/21	142.17	37955
600-3900-52140	Professional Fees Technolc	BAYSIDE, VILLAGE OF	IT SERVICES - AUGUST	4818	08/18/21	130.50	37951
600-3900-52990	ONLINE PAID PARKING	PROFESSIONAL ACCOUNT M	MONTHLY PROCESSING FEES - JULY	1005210	08/18/21	1,265.55	37993
600-3900-54314	TCF BANK	TCF BANK	PARKING PERMITS SOLD -JUNE 2020	JUNE	08/04/21	120.13	37932
600-3900-54314	TCF BANK	TCF BANK	PARKING PERMITS SOLD -JULY 2020	JULY 2020	08/04/21	96.10	37932
						<u>1,754.45</u>	
Total For Dept 3900 Parking						1,754.45	
Dept 8000 Debt Service							
600-8000-58200	Interest	JP MORGAN CHASE	INTEREST PAYMENTS 2012 C CORP BONDS	2012C 07/29 I	07/29/21	1,538.75	2598
						<u>1,538.75</u>	
Total For Dept 8000 Debt Service						1,538.75	
Total For Fund 600 Parking Utility						<u>24,714.18</u>	
Fund 610 Water Utility							
Dept 0000							
610-0000-28100	General Obligation Debt	JP MORGAN CHASE	PRINCIPAL PAYMENT 7/29/2021 8/7/12	2012C 07/29 P	07/29/21	50,000.00	2598
610-0000-28100	General Obligation Debt	JP MORGAN CHASE	PRINCIPAL PAYMENT 7/29/2021 8/10/1	2016A 07/29 P	07/29/21	55,000.00	2598
610-0000-28100	General Obligation Debt	JP MORGAN CHASE	PRINCIPAL PAYMENT 07/29/2021 2018A	2018A 07/29 P	07/29/21	30,000.00	2599
						<u>135,000.00</u>	
Total For Dept 0000						135,000.00	
Dept 3710 Water Administration							
610-3710-51300	Health Insurance	NORTH SHORE BANK 4414	QUARTER EMPLOYEE HSA CONTRIBUTION-	07012021	07/29/21	675.00	2600
610-3710-52140	Professional Fees Technolc	BAYSIDE, VILLAGE OF	IT SERVICES - AUGUST	4818	08/18/21	261.00	37951
610-3710-52230	Phone and Internet	US CELLULAR	CELL SERVICE 7/12 TO 8/11	0450951310	08/04/21	73.09	37935
610-3710-52300	WATER SERVICE CHARGE	MILW WATER WORKS	WATER 43,407 CCF - JULY 2021	08022021	08/18/21	54,258.75	37987
610-3710-52300	WATER USAGE CHARGE CCF	MILW WATER WORKS	WATER 43,407 CCF - JULY 2021	08022021	08/18/21	1,096.23	37987
610-3710-52300	SHOREWOOD FIRE PROTECTION	MILW WATER WORKS	WATER 43,407 CCF - JULY 2021	08022021	08/18/21	5,741.09	37987

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Fund 610 Water Utility							
Dept 3710 Water Administration							
610-3710-52910	Software Purch/Maint	STARNET TECHNOLOGIES	NCC MONITORING 7/1 TO 9/30	0091815-IN	08/04/21	180.00	37929
610-3710-52910	Software Purch/Maint	MSA PROFESSIONAL SERVI	GIS SERVICES	R15054009.0-41	08/18/21	390.00	37988
610-3710-52910	Software Purch/Maint	MSA PROFESSIONAL SERVI	GIS SERVICES	R15054009.0-41	08/18/21	455.00	37988
610-3710-52930	Credit Card Fees	INVOICE CLOUD	CREDIT CARD FEES - JUNE	2194-2021-6	07/29/21	986.97	2597
610-3710-52930	Credit Card Fees	PAYMENTECH-CHASE	CREDIT CARD FEES - JUNE	06302021	07/29/21	1,129.17	2601
610-3710-53100	Tablet/Phone Charger	AMZN MKTP US*291926X01	Tablet/Phone Charger	07/31/2021	08/16/21	18.88	2605
610-3710-53100	Tablet Case	AMZN MktP US*2E0KV5D81	Tablet Case	07/31/2021	08/16/21	23.29	2605
610-3710-53100	Tablet Screen Protector	AMZN MktP US*2E4F13BW2	Tablet Screen Protector	07/31/2021	08/16/21	10.99	2605
610-3710-53100	Printer Ink	COMBOINK INK TONER 833	Printer Ink	07/31/2021	08/16/21	48.39	2605
610-3710-53120	Copy & Print Costs	GREATAMERICA FINANCIAL	COPIER LEASE - AUGUST	29830023	08/18/21	43.00	37968
610-3710-53120	Copy & Print Costs	OFFICE COPYING EQUIPME	PRINTING & PHOTOCOPIES	AR146098	08/18/21	38.53	37990
610-3710-54150	Safety Expenses	CINTAS	SUPPLIES - MEDICAL CABINET	5070386839	08/04/21	20.33	37889
610-3710-54150	Safety Expenses	NOWAK, BILL T.	METER TRAINING REFRESHMENTS	NOWAK_JULY21	08/04/21	7.50	37918
610-3710-54150	Safety Expenses	MCCONN, INC	SAFETY EQUIPMENT	089496	08/18/21	13.04	37983
Total For Dept 3710 Water Administration						65,470.25	
Dept 3730 Maint Mains							
610-3730-53500	Dept/Program Supplies	DIGGERS HOTLINE INC	DIGGERS TICKETS	210 7 55101	08/18/21	241.45	37964
610-3730-53500	Dept/Program Supplies	LANNON STONE PRODUCTS	WO #25 MAIN BREAK - STONE	1299268	08/18/21	596.90	37978
610-3730-53500	WO #25 WATER MAIN	STARK PAVEMENT CORP	ASPHALT	50053285	08/18/21	615.29	38004
610-3730-53500	WO 2021-23	ZIGNEGO READY MIX INC	4454 N BARTLETT - SLURRY	126297	08/18/21	595.00	38017
Total For Dept 3730 Maint Mains						2,048.64	
Dept 3740 Maint Services							
610-3740-53500	WO #22, #23, #24 WATER SEF	STARK PAVEMENT CORP	ASPHALT	50053285	08/18/21	484.01	38004
610-3740-53500	Dept/Program Supplies	VERMEER SALES & SERVIC	EQUIPMENT - WATER	20247490	08/18/21	4,396.07	38011
610-3740-53500	WO #22 WATER SERVICE	ZIGNEGO READY MIX INC	SLURRY	126295	08/18/21	178.50	38017
610-3740-53500	WO #23 WATER SERVICE	ZIGNEGO READY MIX INC	SLURRY	126295	08/18/21	119.00	38017
610-3740-53500	WATER SERVICE	ZIGNEGO READY MIX INC	SLURRY	126295	08/18/21	119.00	38017
610-3740-53500	WO 2021-22	ZIGNEGO READY MIX INC	3717 PROSPECT - SLURRY	125513	08/18/21	595.00	38017
610-3740-53500	WO 2021-23	ZIGNEGO READY MIX INC	4201 N PROSPECT - SLURRY	125900	08/18/21	595.00	38017
Total For Dept 3740 Maint Services						6,486.58	
Dept 3790 Other Water							
610-3790-56600.19-03	Downer Avenue Meter Pit	UPI	DOWNER AVE METER PIT	PAYMENT 2	08/18/21	33,537.77	38008
610-3790-56600.20-04	Meter replacement / AMI	MIDWEST METER, INC.	GASKETS	0134161-IN	08/04/21	963.64	37913
610-3790-56600.20-04	Meter replacement / AMI	MIDWEST METER, INC.	METERS	0134165-IN	08/04/21	20,986.58	37913
610-3790-56600.20-04	Meter replacement / AMI	MIDWEST METER, INC.	METERS	0134194-IN	08/04/21	16,244.62	37913
610-3790-56600.20-04	Meter Training Refreshment	EINSTEIN BROS BAGELS14	Meter Training Refreshments	07/31/2021	08/16/21	65.88	2605
610-3790-56600.20-04	Meter Training Lunch 7/19/	IANS PIZZA* IANS PIZZA	Meter Training Lunch 7/19/21	07/31/2021	08/16/21	81.36	2605
610-3790-56600.20-04	Meter Training Refreshment	METRO MARKET #893 SHOR	Meter Training Refreshments	07/31/2021	08/16/21	24.46	2605
610-3790-56600.20-04	Mobile Mini	MOBILE MINI 623-308-3	Mobile Mini	07/31/2021	08/16/21	163.53	2605
610-3790-56600.20-04	Mobile Mini	MOBILE MINI 623-308-3	Mobile Mini	07/31/2021	08/16/21	163.53	2605
610-3790-56600.20-04	Meter replacement / AMI	CITY WATER LLC	AMI METER REPLACEMENT	799	08/18/21	9,577.10	37959
Total For Dept 3790 Other Water						81,808.47	
Dept 8000 Debt Service							
610-8000-58200	Interest	JP MORGAN CHASE	INTEREST PAYMENTS 2012 C CORP BONDS	2012C 07/29 I	07/29/21	4,635.00	2598
610-8000-58200	Interest	JP MORGAN CHASE	INTEREST PAYMENT 07/29/2021 2016A B	2016A 07/29 I	07/29/21	16,015.63	2598
610-8000-58200	Interest	JP MORGAN CHASE	INTEREST PAYMENT 07/29/20212018A BO	2018A 07/29 I	07/29/21	12,396.88	2598
Total For Dept 8000 Debt Service						33,047.51	
Total For Fund 610 Water Utility						323,861.45	

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Fund 620 Sewer Utility							
Dept 0000							
620-0000-28100	General Obligation Debt	JP MORGAN CHASE	PRINCIPAL PAYMENT 7/29/2021 8/7/12	2012C 07/29 P	07/29/21	175,000.00	2598
620-0000-28100	General Obligation Debt	JP MORGAN CHASE	PRINCIPAL PAYMENT 07/29/2021 2018A	2018A 07/29 P	07/29/21	10,000.00	2599
Total For Dept 0000						185,000.00	
Dept 3810 Sewer Administration							
620-3810-52100	Professional Fees	STRAND ASSOCIATES INC	BASIN 6 - JUNE	0173213	08/04/21	3,121.25	37930
620-3810-52140	Professional Fees Technolc	BAYSIDE, VILLAGE OF	IT SERVICES - AUGUST	4818	08/18/21	261.00	37951
620-3810-52230	Phone and Internet	US CELLULAR	CELL SERVICE 7/12 TO 8/11	0450951310	08/04/21	83.73	37935
620-3810-52930	Credit Card Fees	INVOICE CLOUD	CREDIT CARD FEES - JUNE	2194-2021-6	07/29/21	986.97	2597
620-3810-52930	Credit Card Fees	PAYMENTECH-CHASE	CREDIT CARD FEES - JUNE	06302021	07/29/21	1,129.17	2601
620-3810-53120	Copy & Print Costs	GREATAMERICA FINANCIAL	COPIER LEASE - AUGUST	29830023	08/18/21	43.00	37968
620-3810-53120	Copy & Print Costs	OFFICE COPYING EQUIPME	PRINTING & PHOTOCOPIES	AR146098	08/18/21	38.53	37990
620-3810-54150	Safety Expenses	CINTAS	SUPPLIES - MEDICAL CABINET	5070386839	08/04/21	20.33	37889
620-3810-54150	Safety Expenses	MCCONN, INC	SAFETY EQUIPMENT	089496	08/18/21	13.04	37983
Total For Dept 3810 Sewer Administration						5,697.02	
Dept 3820 Sewer Maintenance							
620-3820-51300	Health Insurance	NORTH SHORE BANK 4414	QUARTER EMPLOYEE HSA CONTRIBUTION-	07012021	07/29/21	200.00	2600
620-3820-53500	Dept/Program Supplies	HEIDER AND BOTT CO INC	STOCK - SEWER	857970-000	08/04/21	263.60	37903
620-3820-53500	Dept/Program Supplies	STRAND ASSOCIATES INC	2022 DOWNSPOUT DISCONNECTION - JUNE	0173215	08/04/21	943.75	37930
620-3820-53500	Dept/Program Supplies	DIGGERS HOTLINE INC	DIGGERS TICKETS	210 7 55101	08/18/21	241.45	37964
Total For Dept 3820 Sewer Maintenance						1,648.80	
Dept 3830 Storm Maintenance							
620-3830-53500	Dept/Program Supplies	ZIGNEGO READY MIX INC	CATCHBASIN/INLET REPAIR - SLURRY	125512	08/18/21	595.00	38017
620-3830-53500	DEPT/PROGRAM SUPPLIES	ZIGNEGO READY MIX INC	2412 EDGEWOOD - CEMENT	126296	08/18/21	897.75	38017
Total For Dept 3830 Storm Maintenance						1,492.75	
Dept 3890 Other Sewer							
620-3890-56600.20-08	Bluff Manhole - Lake Drive	STRAND ASSOCIATES INC	ENGINEERING SERVICES - JUNE	0173206	08/04/21	1,680.00	37930
620-3890-56600.20-08	Bluff Manhole - Lake Drive	MILLER ENGINEERS & SCI	4480 N LAKE RETAINING WALL	13607	08/18/21	9,606.00	37985
620-3890-56600.22-22	SE Sewer Engineering / Des	STRAND ASSOCIATES INC	ENGINEERING SERVICES - JUNE	0173206	08/04/21	400.00	37930
620-3890-56600.22-22	SE Sewer Engineering / Des	STRAND ASSOCIATES INC	SEA COMBINED SEWER - JUNE	0173207	08/04/21	9,538.75	37930
Total For Dept 3890 Other Sewer						21,224.75	
Dept 8000 Debt Service							
620-8000-58200	Interest	JP MORGAN CHASE	INTEREST PAYMENTS 2012 C CORP BONDS	2012C 07/29 I	07/29/21	40,260.00	2598
620-8000-58200	Interest	JP MORGAN CHASE	INTEREST PAYMENT 07/29/20212018A BO	2018A 07/29 I	07/29/21	3,587.50	2598
Total For Dept 8000 Debt Service						43,847.50	
Total For Fund 620 Sewer Utility						258,910.82	
Fund 800 Tax Agency Fund							
Dept 0000							
800-0000-21200	Over Payments	COLE, KENNETH	2020 TAX OVERPAYMENT REFUND	239-0498-000-2021	08/04/21	71.33	37894
800-0000-21200	Over Payments	HARSHNER, SAMUEL	2020 TAX OVERPAYMENT REFUND	239-0066-000-2021	08/04/21	16.15	37902
800-0000-21200	Over Payments	LITTLE, VIRGINIA	2020 TAX OVERPAYMENT REFUND	276-0752-263-2021	08/04/21	67.15	37910
800-0000-23200	Shorewood Foundation Activ	STRAND ASSOCIATES INC	ENGINEERING SERVICES - JUNE	0173206	08/04/21	480.00	37930
800-0000-23300	Dog waste stations	DOG WASTE DEPOT 800-78	Dog waste stations	07/31/2021	08/16/21	2,226.71	2605
Total For Dept 0000						2,861.34	
Total For Fund 800 Tax Agency Fund						2,861.34	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #	
Fund Totals:								
			Fund 100 General Fund			478,435.71		
			Fund 200 Library			34,566.42		
			Fund 210 Senior Services			4,200.54		
			Fund 300 Debt Service Fund			770,603.75		
			Fund 400 General Capital Projects			42,163.40		
			Fund 410 TID No. 1 Capital			441,100.00		
			Fund 430 TID No. 3 Capital			510,133.93		
			Fund 450 TID No. 5 Capital			1,020.00		
			Fund 600 Parking Utility			24,714.18		
			Fund 610 Water Utility			323,861.45		
			Fund 620 Sewer Utility			258,910.82		
			Fund 800 Tax Agency Fund			2,861.34		
Total For All Funds:							2,892,571.54	
--- TOTALS BY GL DISTRIBUTION ---								
	100-0000-15220		Prepaid Postage - Hassler (meter)			1,000.00		
	100-0000-21520		GENERAL CLASS			60,546.66		
	100-0000-21530		Health Insurance Payable			117,085.31		
	100-0000-21531		DENTAL VILLAGE PORTION			4,830.43		
	100-0000-21580		Garnishments Payable			3,598.32		
	100-0000-23000		Prepaid DCD Deposits			500.00		
	100-0000-23400		CUSTOMER CONV. FEES			2,163.00		
	100-0000-24213		Sales Tax Due State			33.12		
	100-1100-51900		LWM Meeting - Baldauff			825.00		
	100-1100-53140		Used for video conference calls			199.90		
	100-1100-53900		County Executive Crowley visit			52.55		
	100-1100-54110		Fourth Of July			698.04		
	100-1200-45120		Court Fines - Current			1,730.64		
	100-1200-45190		Court Fines - Aging			1,829.00		
	100-1410-48900		Miscellaneous Revenue			37,327.69		
	100-1410-51900		Registration for the WCMA Summer Conf			235.00		
	100-1410-52990		manager's e-newsletter			70.00		
	100-1410-53100		Tony's adobe pro subscripton			15.81		
	100-1410-53140		Marketing / Communications			1,579.00		
	100-1410-53200		Memberships & Subscriptions			138.99		
	100-1410-54130		Employee luncheon gift cards			200.00		
	100-1410-56130		Equipment/Furniture			3,308.75		
	100-1420-46336		ON-STREET MONTHLY			37.91		
	100-1420-48900		Miscellaneous Revenue			357.98		
	100-1420-51300		Health Insurance			300.00		
	100-1420-52930		Credit Card Fees			210.97		
	100-1420-53100		diane's adobe pro subscripton			179.79		
	100-1420-53500		plastic storage bins - elections			60.98		
	100-1510-48900		Miscellaneous Revenue			(25.51)		
	100-1510-52130		Professional Fees Financial			1,250.00		
	100-1510-52910		Acrobat pro DC			189.77		
	100-1510-53100		floor mat - new office			172.91		
	100-1900-52120		Professional Fees Legal			1,512.86		
	100-1900-52140		Professional Fees - IT Contract			2,610.00		
	100-1900-52190		Professional Fees - Insurance			2,125.00		
	100-1900-52230.55-00		Phone / Internet - Village Hall			8.75		
	100-1900-52330		Health Department - Abatement			200.00		
	100-1900-52900.55-00		Cleaning and Pest Control - VH			1,142.08		
	100-1900-52900.77-00		Cleaning and Pest Control - VC			527.72		
	100-1900-52990		Adobe Acrobat - Bart			12,307.41		
	100-1900-53100.55-00		mailing envelopes			36.78		
	100-1900-53130		Postage Meter Costs - VH			380.95		

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
		100-1900-53150	Job Posting/Testing/Hiring			287.61	
		100-2100-45290	Parking Fines - Aging			1,509.40	
		100-2100-51300	Health Insurance			300.00	
		100-2100-51900	fraudulent charge- credit card cancel			13,569.57	
		100-2100-52230	Phone and Internet			361.06	
		100-2100-52900	Cleaning and Pest Control			1,368.09	
		100-2100-52910	Software Purch/Maint			586.00	
		100-2100-52990	AUTO CITATIONS			10,662.07	
		100-2100-53100	misc office supplies			609.13	
		100-2100-53120	Copy & Print Costs			300.83	
		100-2100-53130	mailing bio sample to state lab			6.00	
		100-2100-53500	National Night Out supplies			746.20	
		100-2400-44310	Building Permits			82,185.85	
		100-2400-51120	Contracted Inspectors			400.00	
		100-2400-51300	Health Insurance			225.00	
		100-2400-51900	Professional Education			80.00	
		100-2400-52230	Phone and Internet			77.74	
		100-2400-52930	Credit Card Fees			287.71	
		100-2400-53200	Building Inspection Certification ren			112.20	
		100-2900-51355	Other Benefits			1,752.00	
		100-2900-52995	LIFEGUARD SERVICES 8/1 - 8/15			8,366.50	
		100-3100-46430	Special Collection Fees			50.00	
		100-3100-51300	Health Insurance			300.00	
		100-3100-51330	Uniform Expense			467.66	
		100-3100-51900	Arborist Recertification - Korte			230.00	
		100-3100-52230	Phone and Internet			99.83	
		100-3100-53100	July 4th parade candy			89.40	
		100-3100-53120	Copy & Print Costs			81.54	
		100-3100-54150	Safety Expenses			143.37	
		100-3230-51300	Health Insurance			225.00	
		100-3230-53500	Village Center Lamp			7,862.29	
		100-3230-54160	Hubbard Lodge/ River Club			(14.73)	
		100-3300-53400	Vehicle Maintenance			3,008.11	
		100-3300-53410	Fuel and Oil			13,389.84	
		100-3410-51300	Health Insurance			675.00	
		100-3410-53500	POTHOLE ON 7/16/21			61.71	
		100-3410-53510	Supplies - Signage			1,098.00	
		100-3430-51120	Contracted Electricians			10,254.91	
		100-3430-53500	Supplies - Street Lighting			241.46	
		100-3430-53510	Supplies - Traffic Devices			331.90	
		100-3460-53500	Dept/Program Supplies			17.36	
		100-3510-52950.03-00	Disposal Contracts - Refuse			30,944.54	
		100-3510-52950.04-00	Disposal Contracts - Recycling			12,421.00	
		100-3510-53510	Supplies - Recycling			1,687.00	
		100-3530-52950.05-00	Disposal Contracts - Yard Waste / Lea			3,241.52	
		100-3610-52940	Landscaping Contracts - Medians			2,922.36	
		100-3610-53500	Dept/Program Supplies			2,738.21	
		100-3620-53500	Dept/Program Supplies			521.91	
		200-0000-24213	Sales Tax Due State			14.01	
		200-5110-46710	Library Fines			108.92	
		200-5110-51300	Health Insurance			1,800.00	
		200-5110-51900	H. Johnson Library Privacy Course			100.00	
		200-5110-52230	LIBRARY 24 HOUR MONITORING			54.35	
		200-5110-52300	Other Intergov'tal pymts			793.09	
		200-5110-52900	Cleaning and Pest Control			1,890.21	
		200-5110-52910	additional user for Canva Pro			257.91	
		200-5110-52990	Other Service Contracts & Fees			609.48	
		200-5110-53100	Doorbell batteries			552.88	
		200-5110-53200	ALA membership payment- Rachel Collin			637.64	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
		200-5110-53500	sticker remover pens			508.66	
		200-5110-53720	quartly charge for subscriptions			218.11	
		200-5110-54000	Beads- YA take & make			855.53	
		200-5111-53730	Materials			695.71	
		200-5111-53740	DVD's			407.12	
		200-5111-53750	Audiobooks			116.91	
		200-5111-53770	Music			168.75	
		200-5112-53730	Materials			1,073.77	
		200-5112-53740	DVD's			60.07	
		200-5113-53730	Materials			208.74	
		200-5121-53700	Collection Enhancements			310.39	
		200-5121-54010	Lange balloons - summer celebration			259.73	
		200-5121-56120	Technology			16,972.88	
		200-5121-56140	Misc. Equipment			4,620.88	
		200-5122-53700	Collection Enhancements			152.59	
		200-5122-53760	Lucky Day			429.02	
		200-5122-54010	Adult Take & Make supplies			259.49	
		200-5123-53700	Collection Enhancements			429.58	
		210-4650-52100	Professional Fees			280.00	
		210-4650-52990	Deposit for July Picnic			1,220.54	
		210-4650-54000	SRC Programming			200.00	
		210-4650-54010	Programming Support			2,500.00	
		300-8000-58100	Principal			1,005,000.00	
		300-8000-58200	Interest			206,703.75	
		300-9000-49401	Transfers from TID #1			(441,100.00)	
		400-3220-56200	Police - Building Improvements			1,060.00	
		400-3410-56310	Regular Maintenance			1,465.00	
		400-3410-56320.21-01	Alleys 2021			16,846.70	
		400-3410-56320.21-02	2021 SE Mill & Overlay			280.00	
		400-3410-56321.25-01	Lake Drive Design			16,744.04	
		400-3410-56321.25-02	N. Oakland Engineering			755.00	
		400-3470-56310	Regular Maintenance			2,337.50	
		400-3620-56500	Land Improvements			2,675.16	
		410-9000-59300	Transfers to Debt Service			441,100.00	
		430-6650-54610	Developer Subsidies			510,133.93	
		450-6650-52110	Professional Fees Engineering			1,020.00	
		600-0000-24213	Sales Tax Due State			1,420.98	
		600-0000-28100	General Obligation Debt			20,000.00	
		600-3900-46313	North Shore Bank Bldg Lot			142.17	
		600-3900-52140	Professional Fees Technology			130.50	
		600-3900-52990	ONLINE PAID PARKING			1,265.55	
		600-3900-54314	TCF BANK			216.23	
		600-8000-58200	Interest			1,538.75	
		610-0000-28100	General Obligation Debt			135,000.00	
		610-3710-51300	Health Insurance			675.00	
		610-3710-52140	Professional Fees Technology			261.00	
		610-3710-52230	Phone and Internet			73.09	
		610-3710-52300	WATER SERVICE CHARGE			61,096.07	
		610-3710-52910	Software Purch/Maint			1,025.00	
		610-3710-52930	Credit Card Fees			2,116.14	
		610-3710-53100	Tablet/Phone Charger			101.55	
		610-3710-53120	Copy & Print Costs			81.53	
		610-3710-54150	Safety Expenses			40.87	
		610-3730-53500	Dept/Program Supplies			2,048.64	
		610-3740-53500	WO #22, #23, #24 WATER SERVICES			6,486.58	
		610-3790-56600.19-03	Downer Avenue Meter PIT			33,537.77	
		610-3790-56600.20-04	Meter replacement / AMI			48,270.70	
		610-8000-58200	Interest			33,047.51	
		620-0000-28100	General Obligation Debt			185,000.00	

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User: PEILBES
DB: Village Of Shore

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF SHOREWOOD
INVOICE DUE DATES 07/28/2021 - 08/30/2021
JOURNALIZED
PAID

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
		620-3810-52100	Professional Fees			3,121.25	
		620-3810-52140	Professional Fees Technology			261.00	
		620-3810-52230	Phone and Internet			83.73	
		620-3810-52930	Credit Card Fees			2,116.14	
		620-3810-53120	Copy & Print Costs			81.53	
		620-3810-54150	Safety Expenses			33.37	
		620-3820-51300	Health Insurance			200.00	
		620-3820-53500	Dept/Program Supplies			1,448.80	
		620-3830-53500	Dept/Program Supplies			1,492.75	
		620-3890-56600.20-08	Bluff Manhole - Lake Drive			11,286.00	
		620-3890-56600.22-22	SE Sewer Engineering / Design			9,938.75	
		620-8000-58200	Interest			43,847.50	
		800-0000-21200	Over Payments			154.63	
		800-0000-23200	Shorewood Foundation Activity			480.00	
		800-0000-23300	Dog waste stations			2,226.71	



**MINUTES - SHOREWOOD BOARD OF TRUSTEES
Committee of the Whole Meeting
August 2, 2021**

1. Call to Order

President McKaig called the Committee of the Whole meeting of the Village Board to order at 6:07 p.m.

2. Statement of Public Notice

Clerk Bruckman stated that the meeting had been posted and noticed according to law.

3. Roll Call

Clerk Bruckman called the roll. Present via teleconference: President McKaig, Trustees Jim Arndorfer, Tammy Bockhorst, Arthur Ircink, Kathy Stokebrand and Wesley Warren. Tr. Baldauff was excused

Others Present: Village Manager Rebecca Ewald, Lieutenant Thomas Liebenthal, Planning and Development Director Bart Griepentrog, Elder Services Director Elizabeth Price, Library Director Rachel Collins. Police Commissioners Jen Anderson, Richard Cole, Craig Bullock, Mike O'Brien, and Chuck Carlson

4. Presentation "The role, duties and jurisdiction of police and fire commissions" – Atty. Zach (6:22 p.m.)

President McKaig explained there are three points that there is a difference of opinion on, and the group is seeking clarification on the following: what language needs to be on the complaint form, the role of the Police Commission in oversight of complaints, and the role of the Village Board delegating additional duties to the Police Commission. She further explained the goal for the evening are to receive and clarify the guidance, answer questions and hear public comment.

Kristin Sziarto, shared the following letter via email from the Police Accountability Group
April 22, 2021

An Open Letter about Police Reform to the New Shorewood Board of Village Trustees

From the Shorewood Moving Forward/Shorewood Solidarity Network Police Accountability Committee

We have experienced a seemingly unending litany of deaths of African Americans at the hands of police in America, including a man killed in Minnesota after being stopped for a minor issue, and a child shot in Chicago after turning around with his hands up. We are one problematic police interaction away from a similar tragedy. Shorewood needs to acknowledge that people of color have reported many experiences of racist harassment by the police.

As the recent Weiss evaluation of the Shorewood Police Department noted, Shorewood's police practices and policy do not currently reflect best practice in the 21st century.

Shorewood has the opportunity to be a model for the rest of the region in the development of a police department structure designed to prevent these kinds of horrible events.

To this end, the undersigned call on the Shorewood Village Board to pass policies and take the

necessary actions as quickly as possible to ensure the following:

1. Bring the SPD complaint process up to national best practice, based on the detailed recommendations provided to the Police Chief and Board members by the Shorewood Moving Forward/Shorewood Solidarity Network Police Accountability Committee. This includes reinstating the role of the Shorewood civilian Police Commission in overseeing the process. *The Weiss report stated that the outdated and ineffective complaint process could be changed in 60 days. We are more than 60 days past the publication of the report. There is no excuse for further delay.*
2. Ban non-safety-related traffic stops by SPD (for example, hanging air freshener, tinted license plate, broken tail-light). Traffic stops should only be made for substantive traffic safety issues (dangerous speeding, erratic driving, DUI). *Research indicates that traffic stops made for non-safety reasons are: A) dangerous for both the officer making the stop and the persons being stopped, B) ineffective ways to increase public safety and identify crime, C) the source of long-term tensions and conflict between the police and the community, D) responsible for the majority of inequity in traffic stops, including harassment of persons of color.*

Moving forward, the Village Board should act to ensure the following:

1. Collection of robust data on all police interactions with the public, including identification of the demographics of all persons engaged with by police. To the extent allowed by law, this data should be fully and freely available to the public in a form that is easily analyzed. Funds must be made available to ensure that full data collection and transparency is possible.
2. Limiting the role of armed, sworn police in Shorewood to cases where research indicates an armed response is necessary.
3. Hiring personnel with the expertise to respond when an armed response is neither necessary nor recommended, including the areas of mental health and routine traffic safety stops.

This is not everything that needs to be done, but it would represent a solid beginning.

With the seating of the new Village Board, including members who have spoken specifically about responding to the urgent issue of policing in Shorewood, now is the time for action.

We are presenting this letter to the Board and expect it to appear on the agenda of the first Village Board meeting with new members on May 3rd, leading to 1) a formal vote to adopt this statement and 2) a commitment to the actions it demands.

Shorewood Moving Forward and Shorewood Solidarity Network as well as the individuals listed below expect the Village Board to submit a formal report on the actions to address these issues in 60 days. [As of earlier today, more than 75 people across the Village have signed this letter]

We call on the larger Shorewood community to step forward to support this effort, including attending the May 3rd meeting of the new Village Board.

Please go to www.bit.ly/VBletter if you would like to join in signing this letter to the Village Board.

Signed,

Members of the Shorewood Moving Forward Board of Directors

- Joslyn Hegelmeyer, Vice President, Rebecca Kirchman, Tia Medley, President, Pamela Miller, Aaron Schutz, Michelle Waite,

Shorewood Solidarity Network Steering Committee representatives, including,

- Chuck Carlson (Shorewood Police Commissioner), Caroline Kuebler, Ivonne Murphy, Stephen Murphy, Kristin Sziarto

Members of the Shorewood Moving Forward/Shorewood Solidarity Network Police Accountability Committee:

- Norma Duckworth , McKenzie Edmonds , Liz Egan, Beth Giacobassi, Blanche Kushner , Elly Pick , Alissa Ratzsch , Aaron Schutz, Dori Frankel Steigman, Kristin Sziarto, Sarah Wang

Additional Community Signatories as of 5/3/21:

- Matt Mente, Corinne Carlson, Deborah Wilk, Emily Berry, Anjum Alden, Mary Maruszewski, Oliver Konecny, Susan Hersh, Rachel Davauer, Steven Burnham, Kristina Elfe, Alexandra Polzin, Kathy Dahlk, Lorinda Shearburn, Sarah O'Connor, Debra Timko, Sarah Johnson, Theresa Heeg, Tonieh Welland, Michelle Boehm, Kathleen McKeown, Rachel Ellerman, Patty Sibbersen, Sydney Shimko, Leah Bates, Lindsay Hayden, Erin Guest, Susie Seidelman, Max Wellenstein, Andrew Kincaid, Marlee Carlson, Naomi Soldon, Matt Weiss, Jonathan Smucker, Lynne Milner, Donna Pollock, Colin Plese, Jennifer Plese, Megan Schultz, Ingrid Pierson, Michael Newman, Meghan Hilliard, Alice, david dreis, Tim Loduha, Katharine McDonnell, Jerry, Kathy Dahlk, Suzy Clarkson Holstein, Jacquelyn Shanti, Ryan Holifield, Heidi Bradley, Hamid Ouali, Michael Giacobassi, Judith Winn, Linda Laarman, Scott Planey, Caroline Planey

The Village Board agreed to extend the meeting until 8:00 p.m.

The Village Board briefly asked questions around chapter 504 but due to time constraints were asked to email questions to Attorney Zach.

5. Public Comments (7:35 p.m.)

Judith Winn, 2715 E Jarvis St., Shorewood, 53211; she clarified she was speaking as a citizen of the Village, not on behalf of an organization. Through the League of Women's Voters in Milwaukee County she has been involved in a study of Milwaukee's Fire and Police Commission and noted those are different from other municipalities. She noted through that study the importance and potential for civilian input and oversight. She hopes Shorewood will maximize the potential for civilian oversight.

Kristin Sziarto, 4018 N Morris Blvd, Shorewood, 53211; noted it is disturbing to hear how little power the Police Commission has but clarified the Police Accountability group has never asked for the Police Commission to investigate complaints but that they receive copies of the complaints as well as the Village Offices.

Elly Pick, 4411 N Stowell Ave., Shorewood, 53211; noted she was disappointed in the role of the Police Commission and the transparency available. There needs to be an online complaint process in the Village, it is intimidating to formally go to the Shorewood Police Department and fill out a formal complaint. The Police Commission should receive a copy of the complaint. She noted disappointment in the diversity of appointments to the commission.

Aaron Schutz, 4225 N Woodburn, Shorewood, 53211; stated that it needs to be acknowledged that the Milwaukee suburbs are the most segregated suburbs in the nation. He noted Shorewood's African

American population is around 3%, they do not want to move into Shorewood, and we need to ask why. There is concern about the police in the suburban areas. The Village needs to become a more diverse place and citizen oversight of the police would assist with that.

Michelle Waite, 4335 N Wildwood Ave., Shorewood, 53211; noted her application for the Police Commission was rejected. She noted how would the commission file charges if they were not aware of an informal complaint. She also noted the required language on the complaint form seemed to apply to charges only and not a simple complaint.

Stephanie, would like to see an increase in power of the Police Commission and civilian oversight. She questioned who gets to decide who appoints the Police Commission members.

Shana Davis, 1817 E Menlo Blvd., Shorewood, 53211; questioned what specific protocol for allowing community members to have a voice in appointing Police Commissioners, what is the timeline and steps to make that happen.

Ryan Clancey, 2543 S Howell Ave., Milwaukee; noted he has previously filed complaints against Sheriff's Department and Milwaukee Police and has firsthand experience on the complaint process with both. He noted to advocate for a petition of referendum for citizen oversight.

Norma Duckworth, when individuals are running for office, residents get to hear a push of what they are going to do to make things better for everyone. Accountability and transparency are very important, it is unsettling knowing when there is an emergency having to wait long enough, particularly for people of color. She noted not all the officers are horrible, there are good people serving at the Police Department but has had a bad experience with some of the officers. At the end of the day, we need to hold everyone accountable.

Chuck Carlson, asked if the emails to Attorney Zach would be included some place for public record and questioned what process President McKaig followed to appoint a Police Commissioner. President McKaig noted the individual was up for re-appointment and that individual was in good standing and eligible for another term.

6. Village Board and Police Commission discussion on the presentation – No discussion occurred.

7. Tr. Bockhorst moved and Tr. Ircink seconded to adjourn at 8:10 p.m. Motion carried 6 – 0



MINUTES - SHOREWOOD BOARD OF TRUSTEES
Village Board Meeting
August 2, 2021

1. Call to Order

President McKaig called the meeting of the Village Board to order at 8:17 p.m.

2. Roll Call

Ms. Bruckman called the roll. Present via teleconference: President McKaig, Trustees Jim Arndorfer, Melissa Moore Baldauff, Tammy Bockhorst, Arthur Ircink, Kathy Stokebrand and Wesley Warren.

Others Present: Village Manager Rebecca Ewald, Assistant Village Manager Tyler Burkart, Village

Attorney Nathan Bayer, Finance Director/Treasurer Mark Emanuelson, and Police Chief Peter Nimmer

3. Statement of Public Notice

Ms. Bruckman stated that the meeting had been posted and noticed according to law.

4. Special Order of Business (8:19 p.m.) –

- a. Consider Resolution 2021-21 Awarding the Sale of \$2,585,000 General Obligation Water Project Bonds, Series 2021A.

Tr. Bockhorst moved, seconded by Tr. Ircink to approve Resolution 2021-21 Awarding the Sale of \$2,585,000 General Obligation Water Project Bonds, Series 2021A to Robert W. Baird. Motion carried 6 – 0.

5. Consent Agenda Items (8:19 p.m.)

- a. Accept Presentation of Accounts – August 2, 2021
- b. Consider regular Village Board Minutes – July 6, 2021
- c. Consider Application for Cigarette/Tobacco License – Lakeshore Petrol Pump LLC, 2521 E Capitol Dr., Shorewood.
- d. Consider Application for Special Privilege Approval for a retaining wall in the public right of way at 4509 N. Newhall St.
- e. Consider Application for Special Privilege Approval for a raised planter in the public right of way at 1300 E. Lake Bluff Blvd.
- f. Consider Application for Special Privilege Approval for landscaping in the public right of way at 4430 N. Lake Dr.
- g. Consider Lake Bluff streetlight control cabinet replacement project management and communication plan
- h. Consider Parade Application for “Chris Kegel Slow Roll” event, Saturday, September 26, 2021.
- i. Consider Park and Beach Permit and Short-Term Cabaret for Friends of Atwater Beach, Saturday, August 28, 2021.

Tr. Warren moved, seconded by Tr. Bockhorst to approve the consent agenda. Tr. Ircink requested to remove item 5c and Tr. Stokebrand requested to remove items 5g and 5i. Motion carried 6 – 0 with items 5c, 5g, and 5i removed.

6. Items Removed from the Consent Agenda (8:21 p.m.) –

5c; Consider Application for Cigarette/Tobacco License – Lakeshore Petrol Pump LLC, 2521 E Capitol Dr., Shorewood.

Tr. Ircink noted he pulled this because he does not support the sale of tobacco.

Tr. Warren moved, seconded by Tr. Stokebrand to approve the application for Cigarette/Tobacco License – Lakeshore Petrol Pump LLC, 2521 E Capitol Dr., Shorewood. Motion carried 4 – 0 - 2 with Trustees Bockhorst and Ircink abstaining by a roll call vote.

5g; Consider Lake Bluff streetlight control cabinet replacement project management and communication plan.

Tr. Stokebrand noted the communication seemed incomplete.

Tr. Stokebrand moved, seconded by President McKaig to defer Lake Bluff streetlight control cabinet replacement project management and communication plan. Motion failed 1 – 5 with Tr. Stokebrand voting aye.

Tr. Bockhorst moved, seconded by Tr. Ircink to approve the Lake Bluff streetlight control cabinet replacement project management and communication plan and that the communication plan is present prior to beginning of work and forwarded to the Village Board as available. Motion carried 5 – 1 with Tr. Stokebrand voting nay by a roll call vote.

5i; Consider Park and Beach Permit and Short-Term Cabaret for Friends of Atwater Beach, Saturday, August 28, 2021.

Tr. Stokebrand noted the event is no longer called Surf Atwater.

Tr. Stokebrand moved, seconded by Tr. Arndorfer to approve the Park and Beach Permit and Short-Term Cabaret for Friends of Atwater Beach, Beach Bash, Saturday, August 28, 2021. Motion carried 6 – 0 by a roll call vote.

7. Public Hearing(s) (8:45 p.m.) – None

8. Citizens to be heard – This item is for matters not on the agenda. Discussion may follow comment on non-agenda items or discussion and action may come at future meetings. (8:45 p.m.) – None

9. New Business

- a. Consider Initial Resolution 2021-20 Establishing the method of public fire protection charges for the Shorewood municipal water utility. (8:45 p.m.)

Tr. Warren moved, seconded by Tr. Ircink approval of Resolution 2021—20 Establishing the method of public fire protection charges for the Shorewood municipal water utility. Motion carried 6 - 0 by a roll call vote.

- b. Update on Q2 financial report (8:50 p.m.)
Director Emanuelson provided an updated included in the Village Board packet. The Village is on target with budget goals.

- c. Consider next steps for parking improvements (8:54 p.m.)
Manager Ewald provided a brief compressive review on parking in the last six months.

Tr. Warren questioned when the discussion on lowering fees and vacation parking will take place. Manager Ewald explained it would need to be reviewed prior to budget.

Tr. Bockhorst explained the board should evaluate the ability to purchase all day passes if you must live in a single family or duplex, this precludes a lot of people. Either get rid of that option for everyone or make it equitable that everyone can participate. She also noted she would like to see a renter on the TAG.

Tr. Warren moved, seconded by Tr. Ircink to Maintain on street overnight parking permits and update the enforcement time frame to 2:00 am to 5:00 am., discontinue alternate side parking on all Village streets except for N. Oakland Ave. and E. Capital Dr. (east of N. Oakland Ave), enforcement of alternate side parking on these two streets would be performed seven days a week and holidays, maintain winter parking regulations (December 1 – March 1), perform a sign audit for all areas currently posted and eliminate signage where road does not necessitate the regulation, conduct a review of 2-hour and 15-minute parking signage for future implementation, purchase signage in 2021 and install based upon staff capacity, refer the practice of vacation permits and private business

requests for on street public parking to the TAG or Community and Business Relations Committee for further review and review the daytime parking permit policy. Motion carried 6 – 0 by a roll call vote.

- d. Consider Resolution 2021-19 Amending Fee Schedule, procedures and forms regarding open records. (9:25 p.m.)

Manager Ewald provided a brief update.

Tr. Ircink supports the Village moving forward with a document management system and getting everything scanned in.

Tr. Warren supports not charging for small requests and would support charging for larger requests. People should be allowed to bring their own scanners.

Tr. Stokebrand expressed she supports digitizing and would like to see a tab on the Village website to provide resident's access.

Tr. Bockhorst mentioned the League Magazine had a great article on open records.

Geoff Davidian was unable to provide comment due to technical issues on his end.

Tr. Stokebrand moved, seconded by Tr. Warren to approve Resolution 2021-19 Amending Fee Schedule for open records, making scanning paper copies to an electronic format reflect no charge for the cost of scanning and requiring staff scan in all records request provided unless they are more than 20 pages or not feasible given the Village's digital equipment and documents associated and attached reflecting the policy direction provided: Record request form, Procedure for record requests and Scanning/Printing Request Form with the change to item 2c to say if the requester poses a question not a records request, the record custodian is advised to respond if they know the answer and if the request is reasonable. Motion carried 5 – 0 – 1 with Tr. Bockhorst abstaining by a roll call vote.

10. Reports of Village Officials (10:16 p.m.)

- a. Village President –

- i. Tr. Arndorfer – liaison for Bi-Board

- b. Village Trustees –

- Tr. Stokebrand shared the Shorewood Artisan Market is this weekend

- Tr. Ircink shared the Feast will be September 11

- c. Village Manager –

- Update on future meeting format.

- Scheduling a special Village Board meeting to discuss a possible mask mandate and lifeguard RFP.

11. Items for future consideration (10:25 p.m.) –

Tr. Warren moved, seconded by Tr. Ircink to direct staff to include a discussion about Shorewood joining the Gun Safety Consortium in the September Budget process. Motion carried 5 – 0 – 1 with Tr. Stokebrand abstaining.

Tr. Stokebrand moved to place a temporary moratorium on accepting new commercial building permits until the Village Code is changed to reflect the goals outlined in the Comprehensive Plan 2040 plan with additional comments from residents and businesses. Motion failed for lack of a second.

Tr. Ircink moved, seconded by Tr. Warren to hold a Special Village Board Meeting at the discretion of

the Village Manager on scheduling for Mask Up Shorewood masking indoors and lifeguards. Motion carried 6 – 0 by a roll call vote.

12. Adjournment.

Tr. Ircink moved and Tr. Warren seconded to adjourn at 10:34 p.m. Motion carried 6 - 0.

Respectfully submitted,

Sara Bruckman, CMC/WCMC
Village Clerk



MINUTES - SHOREWOOD BOARD OF TRUSTEES
Village Board Meeting
August 16, 2021

1. Call to Order

President McKaig called the meeting of the Village Board to order at 6:31 p.m.

2. Roll Call

Mr. Burkart called the roll. Present via teleconference: President McKaig, Trustees Jim Arndorfer, Melissa Baldauff, Tammy Bockhorst, Arthur Ircink, Kathy Stokebrand and Wesley Warren (arrived at 6:32 p.m.).

Others Present: Village Attorney Nathan Bayer, Assistant Village Manager Tyler Burkart, Police Commission Chair Richard Cole

3. Statement of Public Notice

Mr. Burkart stated that the meeting had been posted and noticed according to law.

4. Citizens to be Heard

Mr. Chuck Carlson (2606 E. Olive St.) mentioned the Police Commission would begin efforts to hire a new Police Chief. He expressed the Police Commission needs to be a diverse body. Mr. Carlson announced his resignation from the Police Commission and expressed his support for President McKaig to appoint Michelle Waite.

Ms. Stephanie Spicuzza (no address provided) inquired about how to increase the Police Commission oversight and explore optional powers. Mr. Burkart informed Ms. Spicuzza that she can call him at the office the following day to go through the next steps. Ms. Spicuzza also expressed interest for the Village to get more community input and add more diversity onto its committees.

Ms. Michelle Waite (no address provided) expressed a bias existed from Attorney Zach and bypassing the RFP process would be a bad idea. There was an inquiry about if the Village reached out to Senator Taylor to take her up on her offer for assistance. President McKaig mentioned she plans to follow up with the senator.

5. New Business

a. Consider Atwater Beach Lifeguard Service Agreement for 2022-2024

Mr. Burkart introduced the proposed service agreement with USA Management and thanked Mr. Eric Gietzen for his four years of service managing lifeguards for the Village. Ms. Alison Abbott was in attendance on behalf of USA Management. Mr. Burkart reported that there are still some outstanding items yet to be agreed upon with the service agreement but wants to give this opportunity for the Village Board to discuss the service agreement knowing the cost of the agreement would increase if not approved by the end of August. Ms. Abbott mentioned the Village could save \$1,545 per year if the agreement would start the fourth weekend of June instead of the third weekend of June. Ms. Abbott did not have any update to provide on what

the exact penalty would be if the Village terminated the agreement before the end of the effective date. Mr. Burkart mentioned that the need for USA Management to access a landline telephone and WiFi hotspot were two other issues the Village has currently with complying with the proposed agreement. Ms. Abbott expressed that not all sites who they provide lifeguards to are able to comply with these clauses and USA Management doesn't perform an audit to assure those clauses are met.

There was a Board inquiry about why Mr. Gietzen is ending his service with the Village. Mr. Burkart explained that Mr. Gietzen announced several months ago to the Village he had other plans to travel for future summers that wouldn't make him available to manage the lifeguards. The Board asked about why the September 1 deadline was in place for the Board to approve the contract language. Ms. Abbott explained USA Management needs to finalize their client list in advance so they can begin working on recruitment and hiring efforts. The Board expressed they would like for additional analysis to be completed on the telephone line and hotspot before a decision could be made. There was discussion about the \$150 per day additional charge if necessary for additional recruitment activities. Mr. Burkart clarified that charge only goes into effect if the Village approves it. There was also discussion about if service levels and costs would stay relatively the same between this vendor and our current one. Mr. Burkart explained service levels should remain the same but the cost will slightly increase with this vendor.

Mr. Burkart presented another option for the Board to consider, which would be authorizing staff to sign a letter of intent to enter into an agreement with USA Management pending the resolution of the outstanding items discussed. This action would help keep the rates the same past September 1 and still allow the Board to consider the service agreement during a September Board meeting. Mr. Bayer clarified what this action would mean for the Village. Mr. Bayer also addressed some of the liability concerns with the proposed contract language. It was asked if USA Management has visited the site at Atwater Beach yet, which Ms. Abbott responded they have yet to do so. There was also discussion about whether the Village should enter into a one year or shorter agreement to test out the relationship first.

Tr. Warren moved to authorize staff to enter into a letter of intent with USA Management subject to resolution of the issues around a telephone line and the WiFi hotspot and return with a completed agreement for the September Board meeting along with the vendor performing a site visit. President McKaig seconded the motion. The motion was approved by a 7-0 roll call vote.

- b. Consider Ordinance 3027 or Resolution 2021-22 – Face Covering Requirements during the COVID-19 Pandemic

President McKaig and Mr. Burkart introduced options and the differences between them for the Board to consider.

Tr. Stokebrand moved to strongly encourage the community to follow CDC guidance. Tr. Bockhorst seconded the motion.

Ms. Alissa Evans from Mask Up Shorewood thought the motion was weak. She mentioned business communication to patrons currently doesn't reflect the CDC guidelines. She discussed the high transmission definition and the need for all to mask up indoors. Ms. Evans expressed that time is crucial now with school starting soon.

There was discussion by the Board about how children under the age of 12 are still ineligible for the vaccine. Tr. Warren, Tr. Ircink, and Tr. Arndorfer all made comments expressing support for a resolution instead of the current motion as they felt it was a stronger response. There was discussion about incorporating methods of a complaint process in the Village communication. Mr. Burkart responded to a question about what the difference would be between the current motion and a resolution, which he proclaimed the Village could use the resolution to include in their communications and even provide a copy to businesses and community groups.

Tr. Stokebrand and Tr. Bockhorst withdrew their original motion.

Tr. Warren moved to adopt Resolution 2021-22 as reflected in the proposed language and work with the BID to promote the resolution with businesses. Tr. Ircink seconded the motion. Motion approved by a 7-0 roll call vote.

- c. Consider waiving purchasing policy and agreement to hire legal counsel for Police Commission.

President McKaig introduced and presented this item. There was an inquiry about the process last time for the Police Chief vacancy, which President McKaig explained the circumstances now are different than the last time when the Police Chief was retiring and provided longer notice. There was discussion about what happens if this item would not be approved tonight. It was clarified by Mr. Burkart that the Board could still approve Mr. Zach as the temporary legal counsel until the Village fully completes an RFP process for the long-term service agreement. Mr. Richard Cole was in attendance to summarize the need for the Police Commission to have legal counsel.

During public comment, Ms. Waite questioned why when it was stated back in October 2020 there was a need for legal counsel for the Police Commission but nothing has been done to fulfill that need until now. Ms. Spicuzza spoke agreeing to Ms. Waite's comments.

There was continued discussion of the impacts if the Police Commission didn't meet until the RFP process was completed, which would delay multiple Police hirings and the Police Chief recruitment.

During additional public comment, Ms. Donna Pollock expressed her concerns of Mr. Zach and the importance of conducting an RFP process.

Tr. Bockhorst moved to waive the purchasing policy temporarily to approve a legal agreement with Attorney Zach for the Police Commission and direct staff to prepare an RFP process. Tr. Warren seconded the motion. Mr. Burkart clarified that he interprets this motion to allow staff to temporarily use Mr. Zach's services until the Village performs an RFP process for Police Commission legal counsel services, which it intends to initiate that process as soon as possible. The Board conveyed that was an accurate interpretation. The motion was approved by a 6-0 roll call vote with one abstention from Ms. Baldauff due to not hearing Attorney Zach's presentation on August 2.

- d. Consider amendment to Policy No. 32 Video Recording Public Meetings.

President McKaig introduced and presented the desire to record Police Commission meetings. The proposed amendment would change the policy to make this possible. Mr. Cole expressed

support for this amendment.

Tr. Stokebrand moved to amend Policy 32 Video Recording Public Meetings to include recording the Police Commission and provide minutes reflecting motions and results thereof for the Police Commission. Tr. Ircink seconded the motion. Motion was approved by a 7-0 roll call vote.

6. Adjournment.

Tr. Bockhorst moved and Tr. Ircink seconded to adjourn at 8:43 p.m. Motion carried 7 - 0.

Respectfully submitted,

Tyler Burkart
Assistant Village Manager



VILLAGE OF SHOREWOOD

REPORTS AND PRESENTATIONS TO VILLAGE BOARD

Agenda Item: Consider Authorization to Hire a Village Clerk

Date: September 8, 2021

Presenter: Tyler Burkart, Assistant Village Manager **Department:** Village Manager's Office

Agenda Item Discussion – *Please provide a summary of the agenda item along with bullet points highlighting the main items and key issues to be discussed.*

Sara Bruckman has been the Village Clerk for almost four years. She has resigned her position of Village Clerk. This position coordinates elections, business licenses, records retention, and tax payment collection. The Village Clerk supervises two Election and Licensing Clerks who provide vital customer service for the Village. This position provides ample support to Village Board, Board of Review, and Board of Appeals meetings. Basic duties of a municipal clerk are also established in the Wisconsin statutes in [section 61.25](#). See the attached job description for more information.

The Village Manager's Office recommends recruiting and hiring another Village Clerk immediately. If approved, Village staff anticipates having someone hired and on staff by November.

Fiscal Note / Budget Impact – Please include the budget impact for this agenda item.

Staff does not anticipate any budget impacts to this position based on salary as no changes are being modified to the current salary range. The salary range for this position is \$64,480 to \$81,590.

Action Required / Recommended – *Please include the recommended motion or possible actions for this agenda item.*

Recommend motion: "I move to authorize staff to hire for the Village Clerk position."

Attachments – *Please list the following attachments and supporting documents for this agenda item.*

1. Job Description



Village of Shorewood, Wisconsin

Job Description

POSITION TITLE: Village Clerk
REPORTS TO: Village Manager
DEPARTMENT: Village Clerk's Office

GENERAL NATURE OF POSITION

In accordance with general policies and objectives of the Village Manager and Village Board: supervise and administers all aspects of elections, licensing, Board of Review, make and deliver the tax roll, and provide leadership to customer service operations at Village Hall .

Successful candidates may be required to pass a physical examination, a background check, and a drug screening as a condition of employment.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Elections

1. Position handles all aspects of candidate filings and provides election information to candidates.
2. Coordinate candidate open house forum
3. Arrange for programming of voting equipment; create test deck for voting equipment; conduct preliminary and public tests of voting equipment.
4. Maintain candidate information in statewide voter registration system; create mailing labels and coordinate mailing of absentee ballots; 4-year purge of voting system; correspond with Electors; generate required reports for the Wisconsin Elections Commission.
5. Coordinates election efforts with other entities as needed, including polling locations, ballot creation, notices, and Board of Canvass.
6. Recruit and train Election Inspectors, review timesheets and provide payroll information.
7. Maintain and train Election Inspectors on Badger Books

Licensing

1. Administer original and renewal license application process for Village licenses to include preparation of packets, review of applications for completeness, explanation of the process to new applicants.
2. Responsible for all compliance work related to Village licenses, including background checks, publication of notices and annual reporting to the State.
3. Provide Village Board with information to make informed decisions when acting upon license applications.
4. All aspects of weights and measures license to include calculate device costs for businesses; provide Village Board with list and calculation to make informed decision as to cost per device; supervise creation of invoices, prepare and issue licenses to businesses upon payment.
5. Process and issue Special Event, Park Permits and Block Parties

Taxes

1. Clerk's office will respond to tax roll questions.
2. Clerk's office will process and collect tax payments

Board of Review

1. Coordinate scheduling of Open Book and Board of Review with appropriate individuals.
2. Employee is responsible for administration of Board of Review meetings, including preparation and distribution of notices, agendas, packets; meeting attendance and minutes;
3. Work with residents to receive objection forms, and provide notice of hearing, and correspondence after proceeding.
4. Coordinate training opportunities for members for certification and recertification requirements.
5. Prepare Statement of Assessment.

Record Keeping

1. Work with Village Manager's Office to ensure the Village is in compliance with Open Records and records retention laws and policies.
2. Act as Administrator for the document imaging system.
3. Scan current documents into document imaging system, file hard copy appropriately.
4. Train staff to scan and retrieve documents in system.
5. Maintain and monitor retention schedule.

Village Board

1. Prepare Agenda as directed by Village Manager.
2. Employee is responsible for administration of Village Board meetings, including preparation and distribution of notices, agendas, packets; meeting attendance and minutes; and setup and downloading of video recordings.
3. Prepare memos as needed.
4. Obtain signed Ordinances, Resolutions, Contracts and Agreements as needed.
5. Staff Liaison to Judiciary, Personnel and Licensing Committee.

Other

1. Supervise staff in the Village Clerk's Office
2. Assist other departments with proper publication and public notice requirements.
3. Attend conferences/seminars as necessary to maintain proficient in job responsibilities.
4. Attend meetings of the Village Board and Committees as required.
5. Attend Department Head meetings.
6. Prepare Clerk's Office Budget and Annual Report
7. Responsible for administration of Board of Appeals meetings including obtaining quorum, and minutes
8. Responsible for coordination and administration of the Annual Joint Review Board Meeting including obtaining quorum and minutes
9. Performs other duties as requested by Village Manager.

SUPERVISION RESPONSIBILITIES

The Village Clerk supervises the Election & Licensing Clerks, carrying out these responsibilities in accordance with the Village's policies and applicable laws. Responsibilities include interviewing, training, planning, assigning, directing and reviewing work, evaluating performance, participation in hiring, rewarding and disciplining of employee, addressing complaints and resolving problems.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: Minimum of three years experience in municipal government administration is required and one year of supervisory experience is preferred for understanding of clerk responsibilities. Previous experience as a Wisconsin municipal Clerk in a strong customer service setting is preferred. Clerk Certification required within a reasonable period of time after hire.

LANGUAGE SKILLS: Ability to read, understand and interpret general business periodicals, professional journals, technical procedures and governmental regulations. Ability to write reports, business correspondence and procedure manuals, to effectively present information and respond to questions from groups of managers, residents and the general public. Employee must be proficient in speaking and understanding the English language.

MATHEMATICAL SKILLS: Employee must have the ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, etc. using appropriate equipment to work with mathematical concepts such as probability, statistical inference and to apply concepts such as fractions, percentages, ratios, proportions, algebra and geometry to practical situations.

REASONING ABILITY: Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form. Ability to define problems, collect data, establish facts and draw valid conclusions.

OTHER SKILLS AND ABILITIES: Strong organizational skills and a pleasant and efficient manner for interaction with Village officials, management and staff. Position requires a basic knowledge of journal entries and the ability to make independent judgment without immediate review.

TECHNOLOGY SKILLS: Proficient in Microsoft Windows environment and Microsoft Office products, specifically including Word, Excel, and Outlook; knowledge of Microsoft Access. Position requires a working knowledge of modern office procedures and equipment.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; and talk and hear. The employee is occasionally required to stand, walk and stoop kneel, crouch or crawl.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, peripheral vision and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

(This job description is prepared to comply with the Federal Americans with Disabilities Act and the Village of Shorewood's Implementation Plan for Americans with Disabilities Act which was adopted by the Village Board on September 4, 1992)



VILLAGE OF SHOREWOOD

REPORTS AND PRESENTATIONS TO VILLAGE BOARD

Agenda Item: Consider facility condition assessment vendor agreement.

Date: September 8, 2021

Presenter: Rebecca Ewald, Village Manager

Department: Village Manager's Office

History – Please include a timeline of historical relevant events related to this agenda item. This may include previous Village Board action, policies, planning documents, etc. If able, hyperlink to previous agenda packets (include page number) to reference information. If there is no relevant history, N/A should be entered in this space.

1. 2019 – Facility condition assessments to financial plan for future facility improvements were recommended by Village staff. Ideally this information would be prepared for all Village facilities; however, an incremental approach based upon building age, that included the Village Hall and Public Works complex was submitted for consideration in the 2020 capital budget to limit the financial impact. The condition assessment was not included in the budget.
2. 2020 – Village staff recommended and the Village Board approved including capital funds in the 2021 budget to complete a facility assessment for Village Hall and the Public Works complex.
3. 2021 – the budgeted capital request is located on [pg.155 of the 2021 budget](#).
4. March 15, 2021 – the Budget & Finance Committee reviewed the RFP and recommended it to the Village Board for approval, with relabeling the priority titles of improvements within the document.
5. [April 5, 2021](#) – Village Board approved the RFP located on [pg.98 of the packet](#).
6. July 6, 2021 – the Public Works Committee recommended FGMA for approval by the Village Board.

Agenda Item Discussion – Please provide a summary of the agenda item along with bullet points highlighting the main items and key issues to be discussed.

Tr. Ircink, Village Manager Ewald, DPW Director Bustchlick and Ast. Director Kolste received six proposals and interviewed three firms: Buera Veritas, FGMA and Kueny/Wold. Both FMGA and Kueny were requested to provide updated costs proposals, as the initial amounts did not fall within the budgeted amount.

	DPW	VH	TOTAL	Revised Proposal
Bureau Veritas	\$7,525	\$6,985	\$14,510	
FGMA	\$28,030	\$21,490	\$49,520	\$18,120
GRAEF	\$8,493	\$17,470	\$25,963	
Kueny/Wold	\$13,865	\$14,590	\$28,455	\$20,000
Legacy Architecture	\$21,560	\$21,560	\$43,120	
Terracon	\$16,875	\$29,880	\$46,755	

After review and consideration, the review team selected FGMA, the lowest updated proposal. The Public Works Committee also recommended the FGMA proposal and attached is the service agreement for services, reviewed and approved by the Village Attorney.

Community and Business Outreach – *If applicable, did you notify the community groups and businesses that are directly impacted by this agenda item. Please specify in attached communication plan how community groups and businesses will be informed of action after Village Board consideration.*

Yes No

If Yes, identify how and what community groups and businesses were notified.

Action Required / Recommended – *Please include the recommended motion or possible actions for this agenda item.*

Possible motion: *“I moved to approve the facility condition assessment vendor agreement with FGMA.”*

Attachments – *Please list the following attachments and supporting documents for this agenda item. Some attachments may be hyperlinked. Include Fiscal notes, if applicable, as the first attachment following this memorandum. Attachments may include: agreements/contracts, presentation materials, letters, service proposals, etc.*

1. Scoring rubric
2. FGMA proposal
3. FGMA service agreement

Facility Condition Assessments - Village Hall & Public Works Complex

Name of Evaluators: Trustee Arthur Ircink, Rebecca Ewald, Joel Kolste

Instructions:

For each vendor/consultant, rank them on a scale of 1-5 for each category with 1 being the lowest performer and 5 being the highest performer in the grey shaded box. Then, weight each of the selection criteria with a percentage (cells in row B). The percentages for all the selection criteria must add up to 100%. If you did it correctly, a green box should show up on the bottom of row B. If it isn't done correctly, then a red box will appear.

Selection Criteria		Bureau Veritas	FGMA	GRAEF	KUENY	LEGACY	TERRACON
Past record of performance	Rank (1-5)	5	5	2	5	5	5
	10%						
Quality of written proposal	Rank (1-5)	3	4	1	4	5	3
	10%						
Experience and technical competence	Rank (1-5)	5	5	3	5	5	5
	20%						
Understanding of approach	Rank (1-5)	1	5	3	4	3	3
	30%						
Cost to execute services	Rank (1-5)	5	5	4	5	2	1
	30%						
Percentages add up to 100?	100%						
Total Points		3.6	4.9	3.0	4.6	3.5	3.0

DRAFT AIA® Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« Village of Shorewood »
« 3930 N. Murray Avenue »
Shorewood, Wisconsin 53211

and the Architect:
(Name, legal status, address and other information)

« FGM Architects Inc. »
« 219 N. Milwaukee Street, Suite 325 »
« Milwaukee, Wisconsin 53202 »

for the following Project:
(Name, location and detailed description)

« Village of Shorewood Village Hall & Public Works Facility Condition Assessment »

Village Hall	Department of Public Works
3930 Murray Avenue	3801 Morris Avenue
Shorewood, Wisconsin 53211	Shorewood, Wisconsin 53211

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

See AIA B210

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same

or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 Commercial General Liability

Policy limits of not less than «one million dollars » (\$ «1,000,000.00 ») for each occurrence and «two million dollars » (\$ «2,000,000.00 ») in the aggregate for bodily injury and property damage.

.2 Automobile Liability

Covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «one million dollars » (\$ «1,000,000.00 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

.3 Workers' Compensation

« At statutory limits »

.4 Professional Liability

Covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « Two million dollars » (\$ «2,000,000.00 ») per claim and «three million dollars » (\$ «3,000,000.00 ») in the aggregate.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the

Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard

Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

<< >>

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

<< >>

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Lump Sum Fee of Eighteen thousand, one hundred twenty and 00/1000 (\$18,120.00)

.2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	« »	percent (« »)	%)
Construction Documents Phase	« »	percent (« »)	%)
Construction Phase	« »	percent (« »)	%)
Total Basic Compensation	one hundred	percent (100)	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category

Rate

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect.
- .2 AIA Document B210-2017, Standard Form of Architect’s Services: Facility Support
- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)
« »
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Village of Shorewood Facility Condition Assessment Request for Proposal
FGM Architects Fee Proposal
FGM Architects Qualifications Proposal

Use of Village Logo/Graphics

It is understood and agreed that Village logos/graphics may not be used by the Service Provider or its agents in any promotional materials without prior approval of the Village.

Independent Contractor.

It is understood and agreed that the Architect is an independent contractor for the performance of all services described within this Agreement.

Assignment.

This Agreement and interests hereunder are not to be assigned.

Wisconsin Law.

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

Complete Agreement.

This Agreement (as to all parts incorporated by reference herein) represents the entire of listing of the terms between the parties. This Agreement may be modified only in writing by an amendment signed by both parties.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

« »
« »

(Printed name and title)

ARCHITECT *(Signature)*

« »
« »

(Printed name, title, and license number, if required)

ARCHITECT *(Signature)*

« »
« »

(Printed name, title, and license number, if required)



VILLAGE OF SHOREWOOD

REPORTS AND PRESENTATIONS TO VILLAGE BOARD

Agenda Item: Consider RFP for consulting services related to a Form-Based Code Update of the Village's Commercial and Mixed-Use Zoning Districts.

Date: September 2, 2021

Presenter: Bart Griepentrog, AICP

Department: Planning and Development

History – Please include a timeline of historical relevant events related to this agenda item. This may include previous Village Board action, policies, planning documents, etc. If able, hyperlink to previous agenda packets (include page number) to reference information. If there is no relevant history, N/A should be entered in this space.

The Village's recently adopted [Comprehensive Plan 2040](#) defines four [strategic directions](#), the first of which is to "Ensure Redevelopment on Capitol and Oakland Meets Community Goals." The first sub-point of this direction is to "Engage in a form-based corridor planning study of the Capitol and Oakland corridors and adopt specific, form-based zoning standards for these corridors that address physical design and performance, in addition to land use. Through this process, develop specific requirements and urban design features for buildings on Capitol and Oakland, based on surrounding context."

Form-Based Zoning Standards are further defined within the Comprehensive Plan on page 182, as follows:

Unlike conventional zoning, which emphasizes regulation of land uses (and separating land uses), form-based zoning regulations emphasize the physical character of development (development "form"). Form-based standards address land uses but focus on how development relates to the context of surrounding development. In particular, a zoning code with form-based standards considers the relationships between buildings and the street, pedestrians and vehicles, and public spaces and private spaces. This Plan does not recommend giving up land use control but rather recommends a hybrid approach that regulates land use with the addition of specific, form-based standards.

Form-based standards are developed following a public design process, which creates consensus and a clear vision as it relates to which aspects of the community should remain, change, and be a model for future development, and big picture wishes. The updated code is the implementation of that vision. Adopting form-based standards would enable the Village to take a proactive approach toward potential redevelopment on Oakland and Capitol by establishing upfront what the community wants rather than reacting to what it dislikes. For further reading on form-based codes, refer to [Form-Based Codes: A Step-by-Step Guide for Communities](#), which is a handbook developed by the Chicago Metropolitan Agency for Planning for use by communities in the Chicago metro area.

Additional information on form-based zoning may also be found at www.formbasedcodes.org.

For reference, the Plan Commission has submitted a “zoning map review” and an “updated zoning code relative to site design standards” as desired initiatives in 2019, 2020 and 2021. Implementation was deferred for the completion of the Comprehensive Plan Update.

Agenda Item Discussion – *Please provide a summary of the agenda item along with bullet points highlighting the main items and key issues to be discussed.*

Based on the level of expertise and time required, a consultant will need to be hired to perform the requested study. An RFP to solicit consulting services was reviewed and approved by the Plan Commission at their August 24, 2021 meeting. The RFP included a proposed Project Scope for the project, including a minimum expectation of public engagement. Should additional public engagement be requested or required during the process, all responses are to include “the rate at which the Village would be charged for additional work.”

The publication timeline of what the Plan Commission had recommended has been slightly modified to push up the publication of the RFP, if approved by the Village Board.

The project is expected to take approximately 6 months. The recommendation to solicit consultation services will be followed up with a Capital Fund request of \$50,000 within the 2022 budget.

Community and Business Outreach – *If applicable, did you notify the community groups and businesses that are directly impacted by this agenda item. Please specify in attached communication plan how community groups and businesses will be informed of action after Village Board consideration.*

Yes No

If Yes, identify how and what community groups and businesses were notified.

Action Required / Recommended – Please include the recommended motion or required action for this agenda item.

I move to approve the RFP for consulting services related to a Form-Based Code Update of the Village’s Commercial and Mixed-Use Zoning Districts.

Fiscal Note / Budget Impact – **Please include the budget impact for this agenda item.**

The Village Board will need to allocate funds for this project in the 2022 Capital Reserve budget. An estimated cost of \$50,000 has been suggested.

Attachments – Please list the following attachments and supporting documents for this agenda item.

1. RFP – Form Based Code Zoning Update



Request for Proposal – To be Issued September 13, 2021

VILLAGE OF SHOREWOOD – FORM BASED CODE ZONING UPDATE

Proposal Requested

The Village of Shorewood is seeking a consultant to update the [Commercial and Mixed-Use Districts](#) within its Zoning Code to include form-based elements alongside updated use classifications. The Village's [Central District Master Plan Design Guidelines](#) shall serve as a starting point, but incorporation of additional “best practice” form-based elements are expected. This project is being initiated upon the recent adoption of the [Village of Shorewood Comprehensive Plan 2040](#). The consultant will work with the Planning & Development Director, Plan Commission and Design Review Board to review the existing code and built environment, facilitate public engagement, and draft the proposed update for consideration by the Village Board.

See the Project Scope included within this RFP for complete details.

Project Background

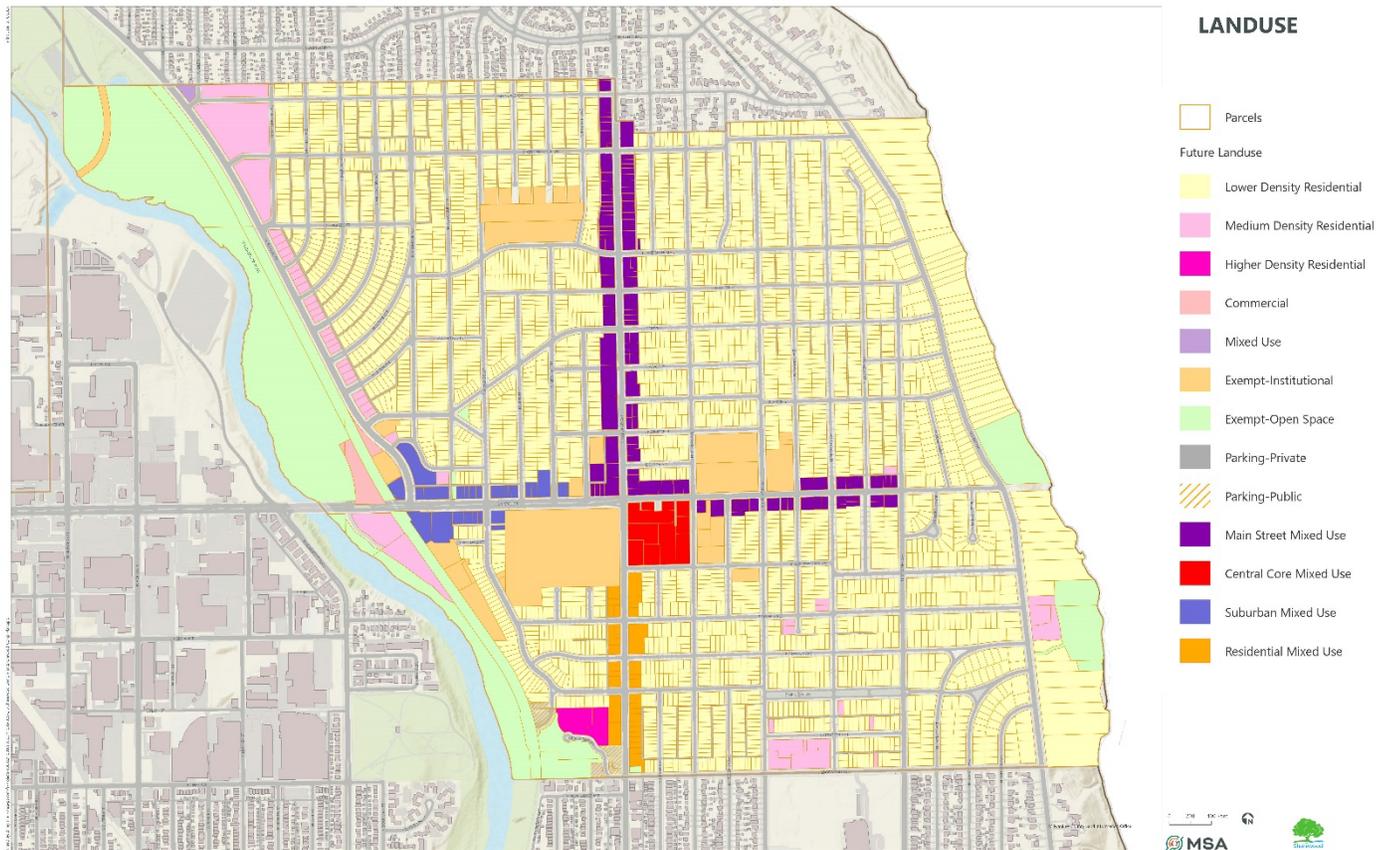
The village of Shorewood, Wisconsin (population 13,315 – 1.6 sq. miles) is located within Milwaukee County's North Shore communities. It is a built-out, first-ring, urban suburb of the city of Milwaukee that is amongst the most densely developed municipalities in the state of Wisconsin. The village is a walkable and bikeable community served by public transit. It is located adjacent to the University of Wisconsin-Milwaukee, and within a short commute to employment within Downtown Milwaukee.

Over the last decade, the village has witnessed significant growth in its commercial corridors, much of which was accomplished through Planned Development Districts. Some of that recent growth has challenged community perceptions. Based on known [redevelopment opportunities](#) and its desirable location and real estate market, the village expects to see continued redevelopment. It is hoped that a well-designed form-based code will foster predictable improvements that are compatible with existing context and aligned with community expectations.





There are two intersecting commercial corridors (N. Oakland Ave. and E. Capitol Dr.) in the village that have significant multi-story office, residential and mixed-use properties. This project will focus on updating the zoning standards of these corridors. The N. Oakland Ave. corridor is approximately 1.25 miles. North of E. Capitol Dr. it serves as the village’s traditional, walkable main street. N. Oakland Ave. south of E. Capitol Dr. contains areas of mixed-use development but is more high-density residential in character. E. Capitol Dr., which is also State Highway 190, features a two-lane divided roadway west of N. Oakland Ave., but a more walkable small-scale development pattern east of N. Oakland Ave. E. Capitol Dr. also features significant portions of institutional development (Shorewood High School, Atwater Elementary School and St. Robert’s Church).



The project will be led by the Planning & Development Director under the oversight of the Plan Commission and in consultation with the Design Review Board. Ultimate approval will be required through the Village Board.

Additional engagement with other Village committees and staff will be expected throughout the process. Communication with and to those groups will be coordinated through the project leader (Planning and Development Director).

Estimated Timeline

The Village anticipates that this update can be undertaken in the winter and spring with approval in summer of 2022. Details of the RFP timeline are noted below.

RFP published	September 13, 2021
Deadline for proposal questions and notice of interest	September 24, 2021
Proposal question responses emailed to consultants of interest	October 1, 2021
Proposals due	October 15, 2021
Firms notified of interview (if needed)	October 29, 2021
Interviews (if needed)	November 8-12, 2021
Plan Commission recommendation	November 23, 2021
Village Board approval of contract	December 6, 2021

The proposed review timeline is subject to change at the discretion of the Village. The Village anticipates the need to conduct interviews within this RFP process. The Village will not be legally obligated to adhere to the dates for interviews, recommendations, and award. Interviews will be with staff and possible representative(s) of the Plan Commission, Design Review Board and Village Board.

Project Scope

PRIMARY WORK PRODUCT: This contract will result in a proposed form-based code, meant to update the present zoning ordinance and other local land development regulations that apply to Shorewood’s commercial corridors.

Task 1 Initial Review, Analysis and Project Introduction

- A. Research and Interviews.** The Consultant will review the existing, applicable zoning standards and design guidelines in preparation to commence the project. Upon familiarity, the Consultant will interview appropriate stakeholders involved with the project. These interviews will include groups and individuals including elected officials, nonprofit organization leaders, property owners, neighborhood representatives, local design professionals, developers, business organizations, and municipal staff.
- B. Site Analysis.** The Consultant will become familiar with the physical details of Shorewood’s commercial corridors and the historic patterns of urbanism and architecture in the surrounding area.
- C. Communication.** The Consultant will draft a press release to inform the local community about the planning efforts to be undertaken. The Consultant will provide information for the Village of Shorewood’s website, including text, photographs, maps, renderings, and other images. This material will describe the Consultant’s credentials and help explain the project’s process.
- D. Project Introduction.** The Consultant will introduce the project and present the findings from their initial review and analysis to the Plan Commission.

Task 2 Public Design Process

- A. Generate necessary background maps.** The Village of Shorewood will provide all necessary base map information as needed by the Consultant. These documents will be used to produce the maps that will be used during the preparation of the form-based code.
- B. Public Workshop and/or Design Charrette.** The Consultant will organize and lead at least two design workshops or full planning charrettes to engage the community, gather ideas and goals, and formulate implementation strategies. The Consultant will tailor the workshops or charrettes to obtain maximum community input to produce the best possible master plan on which to base the new code. The charrette format will also take into consideration the findings of the initial site analysis, input from staff, and information obtained at previous meetings, workshops, and interviews. While the result will be new land development regulations, the public process will include discussions of alternatives for street design, street connectivity, and town planning strategies that create vital town centers, corridors, and livable neighborhoods. At the conclusion of the workshops, the Consultant will present the work generated to-date to the Plan Commission, including plans, renderings, and initial coding ideas that reflect ideas articulated in the workshops. It is essential that local government officials attend this presentation along with citizens, stakeholders and staff.

Task 3 Drafting the Form-Based Code

- A. Design Parameters for the Form-Based Code.** The new code will regulate development to ensure high-quality public spaces defined by a variety of building types and uses including housing, retail, and office space. The new code will incorporate a regulating plan, building form standards, use regulations as needed, descriptive building or lot types, and other elements needed to implement the principles of functional and vital urbanism and practical management of growth. Sections of this document would typically include the following:
 - 1. Overview, including definitions, principles, and intent; and explanation of the regulations and process in clear user-friendly language.
 - 2. Regulating Plan (a schematic representation of the master plan) illustrating the location of streets, blocks, public spaces (such as greens, squares, and parks), and other special features. Regulating plans may also include aspects of Building Form Standards such as “build-to-lines” or “required building lines” and building type or form designations.
 - 3. Building Form Standards governing basic building form, placement, and fundamental urban elements to ensure that all buildings complement neighboring structures and the street. These standards should be based upon study of building types appropriate for the region, climate, and neighborhood vitality.
 - 4. As determined to be necessary, building or lot types, architectural standards, landscape standards and parking standards shall be incorporated.
- B. Integration of the Form-Based Code.** The form-based code must be integrated into the Village of Shorewood’s existing regulatory framework in a manner that ensures procedural consistency, conformity with state and local legal requirements, provides clarity as to applicability of existing regulations, and maximizes the effectiveness of the code.

Task 4 Refining the Form-Based Code

- A. Presentation of First Draft.** The Consultant will present the first draft of the form-based code to the Plan Commission for the purpose of gathering comments. The presentation may be made before a joint gathering of municipal boards and committees, as determined by the Village of Shorewood.
- B. Presentation of the Second Draft.** After making revisions in response to comments on the first draft, the Consultant will present the second draft of the form-based code at another meeting to the Plan Commission for recommendation of approval, as determined by the Village of Shorewood.

Task 5 Approval Process

- A. Public Hearing Presentations.** Upon recommendation of the draft form-based code by the Plan Commission, the consultant will make a formal presentation to the Village Board.
- B. Additional Revisions.** The Consultant will be responsible for up to two rounds of revisions that may become necessary between presentations. Village staff will be responsible for collecting comments, questions, and suggestions for these refinements from various sources and consolidating them into a series of action items for revision or responses.

Proposal Content

The proposal should not exceed 10 single-sided pages, not including appendices, and should address the following:

1. Transmittal Information
 - a. Firm's name, address, telephone number and contact person(s).
 - b. Firm's confirmation of understanding of the project and commitment to provide the appropriate personnel, equipment and facilities to perform the scope of services as defined in this document.
2. Approach
 - a. Provide a description of the anticipated planning efforts in relation to the defined Project Scope.
 - b. Identify your expected public engagement efforts, including number and purpose of meetings or other activities. Please include details of virtual or in-person expectations.
 - c. Outline your proposed staffing levels and activities.
 - d. Provide estimated hours for all tasks.
3. Personnel Experience

For each project team member please submit a BRIEF description of the following:

 - a. Name
 - b. Proposed responsibilities
 - c. Professional registrations
 - d. Description of related past experience, particularly experience of a similar capacity on projects of comparable size and/or scope
 - e. Profiles or resumes may be included within appendices.
4. Previous work samples and references
 - a. Provide examples of previous, related work, including at least one adopted municipal form-based code. Full documents may be attached as hyperlinks or appendices, as necessary.
 - b. Provide a list of references of comparable clients.

5. Cost
 - a. Provide a cost “not to exceed” per task along with an hourly rate for each project team member working on those tasks and the expected hours by task and position to satisfactorily perform the scope of services.
 - i. Costs shall be commensurate to the proposed work. The Village does not anticipate costs to exceed \$50,000 but will review all proposals.
 - b. Please note there will be no reimbursement for travel time, meals, or mileage; these incidental costs should be included in the hourly rates.
 - c. Describe the circumstances under which you would propose to modify the fees, including the rate at which the Village would be charged for additional work, and how you would communicate such a potential modification to the Village of Shorewood.
6. Contract
 - a. Please attach a copy of your standard contract for these types of services in the email submitting the proposal.
7. Insurance
 - a. The proposal must include either a description of the firm’s insurance or a certificate of insurance outlining the firm’s insurance policies which evidence compliance with the requirements noted in the *Terms and Conditions* section of this RFP.

Terms and Conditions

Payment Terms

All invoices for services will be processed within 30 days based upon completion of defined deliverables to be confirmed within the contract, pending verification and the receipt of any required documentation of services provided in accordance with the terms of the agreement. Payment will be issued based on monthly invoices for payment based on an hourly rate and identification of percentage of tasks completed.

Insurance

The successful firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Village. Such insurance shall be primary. Prior to execution of the written contract, the successful firm shall furnish the Village with a Certificate of Insurance listing the Village as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement. Failure to submit an insurance certificate, as required, can make the contract voidable at the Village’s discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by Village of Shorewood.

Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

Assignment or Subcontract

The contract may not be assigned or subcontracted by the firm without the written consent of the Village. If all or a portion of the contract work is proposed to be assigned or subcontracted, the name of the individual(s) to complete the work, address and firm proposed shall be submitted within the scope of the proposal.

Independent Contractor Status

The firm agrees that it is an Independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

Indemnification and Defense of Suits

The firm agrees to indemnify, hold harmless, and defend the Village, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the firm, its employees, agents or subcontractors.

Contract Period

The term of this contract will be specified in the contract based on the expected timeline to complete the required analysis and plan document.

Termination of Contract

To be defined in the contract.

Professional Services Contract

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the firm’s technical and price proposals, and any other written offers/clarifications made by the firm and accepted by the Village, will be incorporated into a contract between the Village and the firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Village Board, execution of the contract by the proper Village officials, and delivery of the fully executed contract to the firm. Acceptance may be revoked

at any time prior to delivery of the fully executed contract to the successful firm. The contract may be amended only by written agreement between the firm and the Village of Shorewood.

Selection Criteria

Village staff will consider the following in evaluation of the proposals:

1. Past record of performance of the consultant and team on similar projects.
2. Quality and content of the written proposal.
3. Experience and technical competence of the consultant and project team assigned to the project (developing municipal form-based codes, building community consensus, written and oral presentation skills, etc.), including previous work samples and references.
4. Familiarity of the consultant with the types of issues typically encountered on projects such as this and the recommended alternatives to address such issues.
5. General understanding and agreement with the consultant's approach to the project, including public engagement and the Village's confidence in the consultant's ability to satisfactorily perform the work.
6. Ability to complete the project within the necessary time frame.
7. Participation of Disadvantaged Business Enterprises.
8. Cost.

Instructions to Firms

Submittal Instructions

1. Please provide one (1) digital copy of the proposal to:
Bart Griepentrog, AICP, Planning & Development Director
bgriepentrog@villageofshorewood.org
Identify proposal name within the subject line of the email:
Form-Based Code Zoning Update
Deadline:
4:30 PM CST
Friday, October 22, 2021
2. Proposals will be accepted on or before the deadline identified above. Proposals received after that date and time will be rejected. Proposals will not be opened publicly.
3. Questions regarding this RFP should only be directed to staff member identified above. Contact with elected officials, committee members and other staff members is grounds for disqualification.

This RFP does not commit the Village to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. Depending on cost, the Village may opt to remove portions of the scope, prior to the contract period. The Village reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the Village of Shorewood to do so.

Amendments

Amendment of proposals may be done as follows:

By Village: This Request for Proposals may be amended by the Village in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be mailed to prospective vendors.

By Firm: Proposals may only be amended by submitting a later-dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the proposal due date, unless requested by the Village.

Proposals may be withdrawn only in total, and only by a written request to the Village prior to the time and date scheduled for opening of proposals.

Contract Administration

The primary contact for contract administration of this proposal:

Bart Griepentrog, AICP, Planning & Development Director

bgriepentrog@villageofshorewood.org

(414) 847-2647

In the absence of the primary contact, the secondary contact for contraction administration is:

Rebecca Ewald, Village Manager

rewald@villageofshorewood.org

(414) 847-2701

- END DOCUMENT -



VILLAGE OF SHOREWOOD

REPORTS AND PRESENTATIONS TO VILLAGE BOARD

Agenda Item: Consider Hubbard Park parking lot reconstruction MMSD Green Infrastructure Funding Agreement. (meeting #5)

Date: September 8, 2021

Presenter: Leeann Butschlick, Public Works Director

History – Please include a timeline of historical relevant events related to this agenda item. This may include previous Village board action, policies, planning documents, etc. If able, hyperlink to previous agenda packets (include page number) to reference information. If there is not relevant history, N/A should be entered in this space.

- 05/02/2019 Comprehensive engineering review of Village’s municipal parking lot identifies Hubbard Park as candidate for reconstruction
Project included in Long Range Financial Plan
- 11/16/2020 Project included in 2021 Village Budget
- 12/7/2020 Village Board approves design engineering services [RFP document](#)
- 2/1/2021 Village Board awards design engineering contract to SEH, Inc.
- 6/7/2021 Public Works Committee reviews GI scope/design alternatives and makes recommendation to full Village Board (Alternative C)
- 6/21/2021 Village Board approves design Alternative C

Agenda Item Discussion – Please provide a summary of the agenda item along with bullet points highlighting the main items and key issues to be discussed.

Please recall the Village’s intention to use its Milwaukee Metropolitan Sewerage District Green Infrastructure municipal allocation to fund portions of the green infrastructure components of the project. Attached is the funding agreement provided by MMSD.

Fiscal Note - if applicable, please address the financial impacts of the item.

Under the terms of the District’s program, it will reimburse green infrastructure installation costs up to \$39,266.50 or 50% of GI installation costs, whichever is less.

	Area			Retention Rate				Retention				Reimbursement Rate			Reimbursement
Native Plantings	1470	sf	x	0.4	gal/sf	=	588	gal	@	1.95	\$/gal	=	\$1,146.60		
Rain Garden	750	sf	x	4.4	gal/sf	=	3300	gal	@	1.95	\$/gal	=	\$6,435.00		
Permeable Pavers	5350	sf	x	3	gal/sf	=	16050	gal	@	1.95	\$/gal	=	\$31,297.50		
Depaving	1300	sf	x	0.2	gal/sf	=	260	gal	@	0.5	\$/gal	=	\$130.00		
Green Roof	132	sf	x	1	gal/sf	=	132	gal	@	1.95	\$/gal	=	\$257.40		
													\$39,266.50		

Community and Business Outreach – *If applicable, did you notify the community groups and business that are directly impacted by this agenda item. Please specify in the attached communication plan how community groups and businesses will be informed of action after Village Board consideration.*

Yes No

If yes, identify and what community groups and businesses were notified.
Conceptual plans were reviewed with Russ Davis of Hubbard Park Lodge.

Action Required/Recommended – *Please include the recommended motion of possible actions for this agenda item.*

Suggested motion: I move that Hubbard Park parking lot design Alternative 3 be identified as the selected alternative and authorize staff to proceed with final design.

A proposed project timeline is outlined below:

10/31/2021	Construction plan documents complete
2/9/2022	Construction bid opening
2/21/2022	Construction contract award
4/2022	Anticipated construction start
6/2022	Anticipated construction completion

Attachments – *Please list the following attachments and supporting documents for this agenda item. Some attachments may be hyperlinked. Include Fiscal notes, if applicable, as the first attachment following this memorandum. Attachments may include: agreements/contracts, presentation materials, letters, service proposals, etc.*

1. Hubbard Park parking lot Reconstruction Green Infrastructure Funding Agreement G98004P82



Green Infrastructure Funding Agreement G98004P82

Hubbard Park Parking Lot Reconstruction

1. The Parties

This Agreement is between the:

- A. Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204; and
- B. Village of Shorewood (Shorewood), 3801 North Morris Boulevard, Shorewood, Wisconsin 53211.

2. Basis for this Agreement

- A. The District is responsible for collecting and treating wastewater from local sewerage systems.
- B. During wet weather events, stormwater enters local sewerage systems, increasing the volume of wastewater that the District must convey and treat and directly enters surface waters, increasing pollution levels in those waterways and increasing the risk of flooding.
- C. Green infrastructure includes, but is not limited to, bioswales, cisterns, constructed wetlands, green roofs, native landscaping, porous pavement, rain barrels, rain gardens, soil amendments, and trees.
- D. Green infrastructure reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface water.
- E. The District's wastewater discharge permit includes a goal of 50 million gallons of green infrastructure detention capacity by March 31, 2024.
- F. In the District's 2035 Vision, a strategic objective is capturing the first half inch of rainfall in green infrastructure.

G. Shorewood owns land 3565 North Morris Boulevard, Shorewood (Land), and wants to install green infrastructure on the Land.

H. The Wisconsin Department of Natural Resources has made Clean Water Fund loans available to MMSD for the construction of green infrastructure.

3. Date of Agreement

This Agreement becomes effective when signed by both parties and ends December 31, 2023, except for the access to maintenance records required by sec. 4.F, the annual maintenance reports required by sec. 5.C, the operation and maintenance requirements of sec. 10, and the transfer of ownership notification requirement of sec. 11.

4. The Green Infrastructure

Shorewood will:

A. remove from the land 1,300 square feet of pavement and install on the Land 1,470 square feet of native landscaping; 5,350 square feet of porous pavement; 750 square feet of rain garden; and 132 square feet of green roof, providing a detention capacity of 20,330 gallons (Green Infrastructure);

B. complete construction before December 31, 2023;

C. install educational signage that:

(1) is either designed and provided by the District or provided by Shorewood and approved by the District,

(2) is in a location approved by the District, and

(3) identifies the District as funding the Green Infrastructure, by name, logo, or both;

D. identify the District as funding the Green Infrastructure in any printed matter, web sites, social media posts, and any other informational materials regarding the Green Infrastructure;

E. install all Green Infrastructure components described in the application for funding;

F. allow the District to inspect the Green Infrastructure and review maintenance records;

G. allow the District to identify Shorewood and describe the Green Infrastructure in publicity regarding green infrastructure;

H. inform the District of any promotional events for the Green Infrastructure arranged by Shorewood and allow the District to participate; and

I. allow the District to access the Green Infrastructure at reasonable times for promotional events arranged by the District, after notice from the District.

5. Reports

A. Shorewood will provide to the District:

- (1) a project schedule within 30 days after this Agreement becomes effective;
- (2) monthly progress reports, describing the actions initiated and completed since the preceding report, until the completion of construction. These reports are due before the 10th day of each month, starting with the month after submission of the Green Infrastructure schedule;
- (3) plans, including planting plans, and specifications for the Green Infrastructure before construction;
- (4) a Baseline Report, using forms provided or approved by the District. This report is due after the conclusion of construction. This report will include:
 - (a) a site drawing, showing the completed green infrastructure;
 - (b) a topographic map of the project site;
 - (c) a legal description of the property where the Project is located and the parcel identification number;
 - (d) design specifications for all green infrastructure, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
 - (e) a tabulation of the bids received, including bidder name and price;
 - (f) a list of the permits obtained for the Project;
 - (g) a copy of the signed construction contract;
 - (h) photographs of the completed Project;
 - (i) a maintenance plan;
 - (j) an itemization of all design, construction, and education and outreach costs, with supporting documentation;
 - (k) a W-9 Tax Identification Number form;
 - (l) a Small, Women's, and Minority Business Enterprise Report; and
 - (m) an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the Project by Shorewood, contractors, consultants, and volunteers;
 - (n) a Clean Water Fund Loan Program Disadvantaged Business Enterprise Good Faith Certification Form (EIF Form 8700-294); and
 - (o) a Clean Water Loan Program Disadvantaged Business Enterprise Subcontractor Utilization Form (EPA Form 6100-4).

B. To provide the reports required by par. (A), Shorewood may use the U.S. mail, another delivery service, or electronic mail. Shorewood will send reports to:

Green Infrastructure Funding Agreement G98004P82
Hubbard Park Parking Lot Reconstruction

Andrew Kaminski, Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1482
akaminski@mmsd.com

- C. Shorewood will provide annual maintenance reports. These reports will summarize Green Infrastructure performance and maintenance activities during the preceding twelve months. This report is due December 31 of each year. The District must receive these reports for the ten calendar years following the completion of construction. Shorewood will use the reporting form available from the District and submit the form as directed by the District.
- D. Shorewood will provide the required reports, not a consultant or contractor.
- E. Reports that are late, incomplete, or missing may be a basis for rescinding this Agreement or making Shorewood ineligible for future funding.

6. Conservation Easement

After the completion of construction, Shorewood will execute a conservation easement in favor of the District. The extent of the conservation easement will be limited to the Green Infrastructure. The duration of the conservation easement will be twenty years. The District will draft and record the conservation easement.

7. District Funding

- A. The District will reimburse Green Infrastructure installation costs up to \$39,266.50 or 50% of Green Infrastructure installation costs, whichever is less, except schools, churches, and registered 501(c)(3) nonprofit organizations are subject to a maximum reimbursement rate of 75%.
- B. The District will reimburse costs at the rate of \$1.95 per gallon of as-built detention capacity, except the District will reimburse the cost of rain barrels at a rate of \$0.90 per gallon and reimburse the cost of soil amendments and pavement removal at a rate of \$0.50 per gallon.
- C. The basis for reimbursement will be the detention capacity identified in the Baseline Report, as approved by the District.
- D. Beyond financial support for the Green Infrastructure, the District will not be involved in design, construction, maintenance, or operation.

8. Procedure for Payment

- A. Along with or after the Baseline Report required by sec. 5.A(4), Shorewood will submit an invoice to the District for the amount to be reimbursed.

B. The District will provide reimbursement only if:

- (1) Shorewood provides the schedule, monthly reports, and Baseline Report required by sec. 5(A);
- (2) Shorewood completes construction before December 31, 2023;
- (3) the District receives the invoice before December 31, 2023; and
- (4) Shorewood executes the Conservation Easement after the completion of construction.

C. Shorewood will electronically submit the invoice as directed by the District.

9. Green Infrastructure Changes

- A. The District will not pay for green infrastructure not described in the application for funding without prior written approval from the District.
- B. Shorewood must notify the District before decreasing Green Infrastructure detention capacity. The District may reduce the reimbursement amount or terminate this Agreement in response to a reduction of detention capacity.
- C. The District will not provide additional funding for additional detention capacity not requested in the original proposal.

10. Operation and Maintenance

Shorewood will operate and maintain the Green Infrastructure for at least twenty years. If the Green Infrastructure fails to perform as anticipated or if maintaining the Green Infrastructure is not feasible, then Shorewood will provide a report to the District explaining the failure of the Green Infrastructure or why maintenance is not feasible. Failure to maintain the Green Infrastructure will make Shorewood ineligible for future District funding until Shorewood corrects the maintenance problems.

11. Transfer of Ownership or Maintenance Responsibilities

Shorewood will notify the District before transferring ownership of the Land or maintenance responsibilities for the Green Infrastructure. The District must receive this notice at least 30 days in advance.

12. Utilization of Disadvantaged Businesses

Shorewood will give disadvantaged business enterprises an opportunity to compete for work on this Green Infrastructure by soliciting quotes or bids from those businesses to the maximum extent possible. Disadvantaged businesses include small businesses and businesses owned by

women, minorities, or veterans. The District's procurement office will provide a list of these businesses, upon request.

13. Responsibilities of Shorewood

Shorewood is solely responsible for:

- A. planning, designing, constructing, and maintaining the Green Infrastructure, including selecting and paying consultants, contractors, and suppliers;
- B. the safety of employees, contractors, and guests;
- C. compliance with all federal, state, and local laws and any permits, certificates, or licenses required to complete the Green Infrastructure; and
- D. insurance. The District will not provide any insurance coverage of any kind for the Green Infrastructure or Shorewood.

14. Indemnification

Shorewood will defend, indemnify, and hold harmless the District and the District's Commissioners, employees, and agents against any damages, costs, liability, and expense whatsoever, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the Green Infrastructure. Nothing in this Agreement is a waiver of the opportunity and right to rely upon the process, limitations, and immunities set forth in Wis. Stats., sec. 893.80.

15. Modifying this Agreement

Any modification to this Agreement will be in writing and signed by the District and Shorewood.

16. Terminating this Agreement

- A. The District may terminate this Agreement at any time before the commencement of construction. After construction has commenced, the District may terminate the Agreement only for good cause, including, but not limited to, breach of this Agreement by Shorewood.
- B. Shorewood may terminate this Agreement at any time but will not receive any payment from the District if the Green Infrastructure is incomplete.

17. Exclusive Agreement

This Agreement is the entire agreement between Shorewood and the District regarding reimbursement for the Green Infrastructure.

18. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

19. Applicable Law

The laws of the State of Wisconsin govern this Agreement.

20. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually acceptable mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after a mediation session, then either party may take the matter to court.

21. Notices

All notices and other communications related to this Agreement will be in writing and will be considered given as follows:

- A. when delivered personally to the address stated in this Agreement; or
- B. three days after being deposited in the United States mail, with postage prepaid to the address stated in this Agreement.

22. Independence of the Parties

This Agreement does not authorize any party to make promises binding upon the other party or to contract on the other party's behalf.

23. Assignment

Shorewood may not assign any rights or obligations under this Agreement without notice to the District.

24. Public Records

Shorewood will produce any records in the possession of Shorewood that relate to this Agreement and are requested from the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. Shorewood will indemnify the District against any claims, demands, and causes of action resulting from a failure to comply with this requirement.

25. Conflicts

If Shorewood identifies a relationship with the District or the District’s Commissioners or staff that could provide an advantage or cause a conflict of interest and if Shorewood did not disclose this relationship in the application for funding, then Shorewood will notify the District within five (5) days of identifying it.

26. Signature Authority

The persons signing this Agreement certify they have authority from the entity they represent to execute this Agreement.

27. Inspection by the Department of Natural Resources

Shorewood will allow the Department of Natural Resources to inspect the Green Infrastructure during construction.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

VILLAGE OF SHOREWOOD

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Ann McCullough McKaig
President

Date _____

Date _____

Approved as to Form

Attorney for the District



VILLAGE OF SHOREWOOD

REPORTS AND PRESENTATIONS TO VILLAGE BOARD

Agenda Item: Special Event Permit for the Shorewood High School Homecoming Parade,
Friday, September 24, 2021.

Date: September 8, 2021

Presenter: Sara Bruckman, CMC/WCMC

Department: Clerk/Customer Service

History – *Please include a timeline of historical relevant events related to this agenda item. This may include previous Village Board action, policies, planning documents, etc. If able, hyperlink to previous agenda packets (include page number) to reference information. If there is no relevant history, N/A should be entered in this space.*

July 2018 – Village Board approved a Special Event Permit for the September 14, 2018, Shorewood High School Homecoming Parade.

September 2019 – Village Board approved a Special Event Permit for the September 27, 2019, Shorewood High School Homecoming Parade.

Agenda Item Discussion – *Please provide a summary of the agenda item along with bullet points highlighting the main items and key issues to be discussed.*

This agenda includes consideration of a Special Event Permit for the Shorewood High School Homecoming Parade, Friday, September 24, 2021.

Staff has reviewed the request and has no concerns. Police Staff have not charged for their presence in the past.

Community and Business Outreach – *If applicable, did you notify the community groups and businesses that are directly impacted by this agenda item. Please specify in attached communication plan how community groups and businesses will be informed of action after Village Board consideration.*

Yes No

Action Required / Recommended – *Please include the recommended motion or possible actions for this agenda item.*

Recommend motion: I move to approve the Special Event Permit for the Shorewood High School Homecoming Parade on Friday, September 24, 2021.

Attachments – *Please list the following attachments and supporting documents for this agenda item. Some attachments may be hyperlinked. Include Fiscal notes, if applicable, as the first attachment following this memorandum. Attachments may include: agreements/contracts, presentation materials, letters, service proposals, etc.*

1. Special Event Permit Application – Parade
2. Parade Route
3. Certificate of Insurance (pending)

Application and all accompanying materials should be submitted to:
Village of Shorewood, Village Clerk, 3930 N Murray Ave, Shorewood WI 53211

Village of Shorewood
Date: 10/25/2021 10:24:43 AM
Receipt: 207730
Receipt #: 100-00

Special Event Permit Application – Fee (\$100)

SUMMARY OF EVENT

Event Title: SHS Homecoming Parade Date(s) of Event: 9/24/21

Event Location: See attached map

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.

Standard Homecoming Parade with floats, marching band, etc.

Anticipated Attendance (participants, staff, vendors, crowd, etc.): 4-50 students / a few staff members

Is this a multi-day event? Yes No

If so, how many days? _____

Start Date: _____

End Date: _____

EVENT ORGANIZER INFORMATION

Applicant Name: Jason Lowery

Group Represented: SHS Student Council

Address: 1701 E. Capitol Drive

Phone: (414) 477-8585 Email: jjlowery1@gmail.com

Person In Charge of Event: Jason Lowery

On-Site Contact: " On-Site Phone: "

Billing Address: 1701 E. Capitol Drive

DETAILED EVENT INFORMATION

Event Set Up Date: 9/24 Time: 4:00

Start Time For Event: 4:00 a.m./p.m. End Time For Event: 5:00 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: 4:00 - 5:00

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: JASON LOWERY

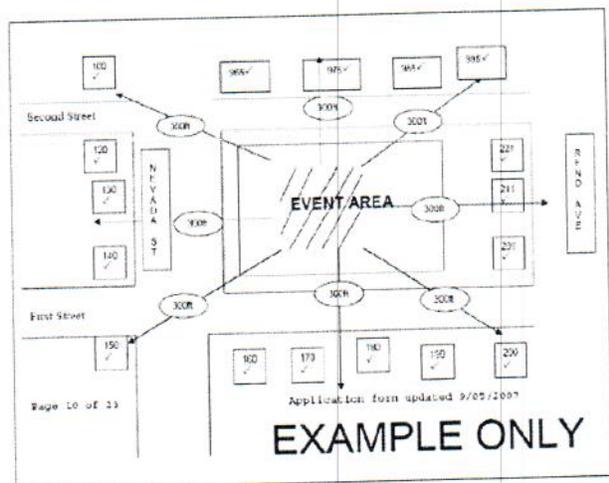
Picnic Tables Needed? Yes No Amount Needed & Locations _____

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

8/4/21
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

8/4/21
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: _____

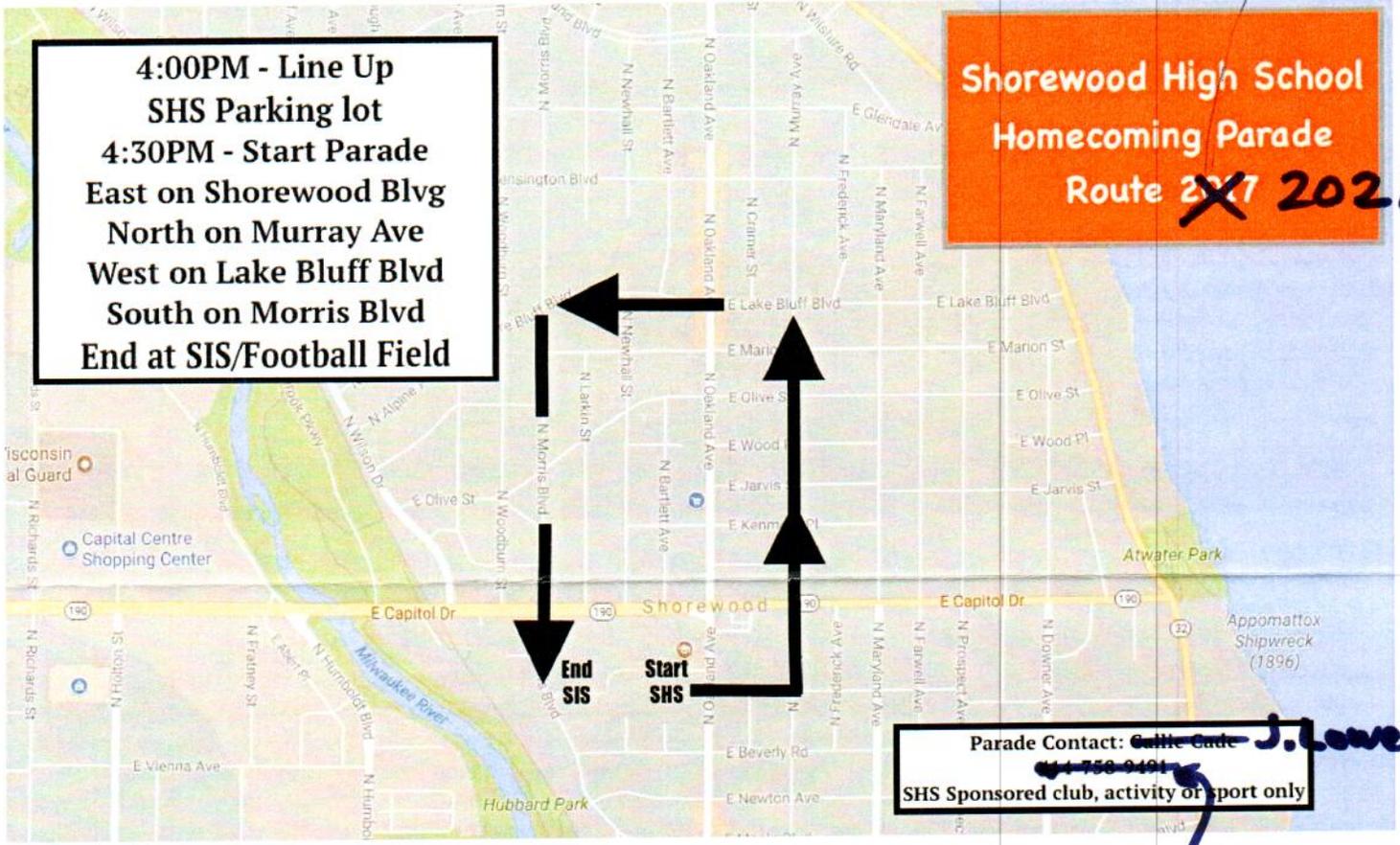
Village Board Approval Date: _____

Permit Number: _____

Notes: _____

**4:00PM - Line Up
SHS Parking lot
4:30PM - Start Parade
East on Shorewood Blvg
North on Murray Ave
West on Lake Bluff Blvd
South on Morris Blvd
End at SIS/Football Field**

**Shorewood High School
Homecoming Parade
Route ~~207~~ 2021**



**Parade Contact: ~~Callie Gade~~ *J. Lowery*
414-758-9191
SHS Sponsored club, activity or sport only**

*414
477
8585*

2



VILLAGE OF SHOREWOOD

REPORTS AND PRESENTATIONS TO VILLAGE BOARD

Agenda Item: Consider Ordinance 3028: An ordinance amendment related to modifications to Chapter 535 Zoning Article IX Off-Street Parking.

Date: September 2, 2021

Presenter: Bart Griepentrog, AICP

Department: Planning and Development

History – Please include a timeline of historical relevant events related to this agenda item. This may include previous Village Board action, policies, planning documents, etc. If able, hyperlink to previous agenda packets (include page number) to reference information. If there is no relevant history, N/A should be entered in this space.

In 2018, the Plan Commission listed their top initiative as an update to the Village’s Comprehensive Plan. That update was completed on April 21, 2021 by adoption of the [Village of Shorewood Comprehensive Plan 2040](#). The second initiative listed was to “research/revise off-street parking requirements.” That initiative also subsequently topped the Plan Commission’s list in both 2019 and 2020.

This initiative aligned with greater general planning practice, which in recent decades has debated both the actual and societal costs of off-street parking provisions. Off-street requirements gained favor in eras of greater suburbanization and run counter to Shorewood’s streetcar suburb development pattern and sustainability ethos, which values environmentalism, density and walkability. For reference, Shorewood’s off-street parking regulations were first adopted in 1951 via Ordinance 688.

Off-street parking requirements were replicated municipality by municipality in what has become to be known as “zoning by Xerox,” which did not take into account local contexts. Most recently, municipalities have taken up the issue in terms of affordability and equity, citing the high costs associated with requiring the development of parking spaces. As noted in a recent Milwaukee Journal Sentinel article entitled [“A Shorewood apartment development would have limited parking spaces. That upsets neighbors but reflects an national trend.”](#), many municipalities have begun reducing or eliminating parking requirements. The article notes that the City of Milwaukee reduced their parking requirements in 2002 as part of their zoning code overhaul.

As previously shared with the Plan Commission, the Congress for the New Urbanism’s [Enabling Better Places Users’ Guide to Zoning Reform](#), which was developed in similar Midwestern context, provides short-term and mid-term fixes to allow communities to ease into these discussions. Notably, the guide offers recommendations for parking reform, including the establishment of on-street parking and reduction of minimum parking requirements in Main Street districts and their adjacent neighborhoods. It notes that “mismatch is particularly important where buildings are older and properties are small, and it is difficult or impossible to add new parking.” Further steps include discussion of eliminating the requirements all together, understanding that market conditions and lending practices are often more relevant to identifying how much off-street parking should be provided, rather than arbitrary municipal

standards. It notes that municipalities should be focused on where the parking is located, not how much is provided.

An overview of off-street parking requirements and possible modifications are was presented to the Plan Commission for discussion and at their [June 22, 2021](#) and [July 27, 2021](#) meetings. At the June 22nd meeting, staff presented an overview of the current regulations and questions for possible modifications. After discussion, the Plan Commission requested that staff bring back a proposal for review, inclusive of updates to applicability, use categories, scheduled requirements, including possible credits and minimum thresholds, general requirements , special exception notices and articles on parking information and trends. Those materials, including public comment were published in the [July 27, 2021 Plan Commission Meeting Packet](#). At the conclusion of the July 27th meeting, the Plan Commission voted to recommend that the Village Board adopt an ordinance amendment to update the existing regulations.

Agenda Item Discussion – *Please provide a summary of the agenda item along with bullet points highlighting the main items and key issues to be discussed.*

The Village’s Off-Street Parking requirements are detailed within the Village Code in [Article IX](#) of Chapter 535 Zoning. As a general starter, per [535-50](#), these requirements are applicable as follows:

The provisions of this chapter related to required parking facilities, lots or spaces shall apply only to new buildings or structures and to substantially altered buildings or structures. However, all facilities, lots or spaces used for the parking of vehicles shall be used, maintained and operated as required under this chapter.

Substantially altered buildings are defined as buildings with alterations where “more than 50% of the assessed value, as equalized, of the building or structure are affected.” This is often difficult to confirm and rarely triggered in the commercial district where commercial tenants often only occupy portions of multi-story/use buildings.

Additionally, [535-46A\(2\)](#) states that “No occupancy or use permit shall be issued wherever required unless the required parking spaces shall have been provided on the approved plan or as hereinafter allowed.” However, occupancy and use permits do not always relate to newly constructed or substantially altered buildings.

Within the proposed code update, staff is suggesting that new buildings or structures, substantially enlarged buildings or structures or changes in use classification be the trigger for off-street parking requirements. A substantial enlargement would be defined as “an addition that adds 25% or more to the building’s total floor area or 2,500 sq. ft., whichever is less.” This would clarify that existing land use and development patterns may be continued and reused, without need for conformance or special exceptions. Conformance would continue to be triggered by redevelopment, but also refocused towards substantial enlargements and use changes, and not be based on the value of improvements. Use changes would be triggered by conversions to/from the following occupancy categories: assembly,

business, educational, factory, high hazard, institutional, mercantile, residential, storage and utility/miscellaneous. (See 535-46)

Moving beyond confirmation of the applicability of this article, the schedule of requirements defined in [535-47](#) has been the most often discussed in need of review. It is split into the following categories:

- A. Dwelling and lodging uses.
- B. Schools, institutions, auditoriums and other places of assembly.
- C. Recreational uses, commercial and non-commercial.
- D. Business district uses.

A. Dwelling and lodging uses are further split into four categories: hotels, commercially-zoned multi-family dwelling units; residentially-zoned multi-family dwelling units, and one- and two-family dwellings. Except for guest parking, all parking spaces associated with multi-family and one- and two-family dwellings are required to be located within enclosed garages.

Hotels	One space per lodging unit, plus additional spaces as required for affiliated uses
Commercially-zoned multi-family dwelling units	1.75 spaces per dwelling unit
Residentially-zoned multi-family dwelling units	
One bedroom unit	One space per unit
Two bedroom unit	1.25 spaces per unit
Three bedroom unit	1.5 spaces per unit
Guest parking	One space per 10 units
One- and Two-family dwellings	One space per unit

The recently adopted [Village of Shorewood Comprehensive Plan 2040](#) detailed four [strategic directions](#), three of which related to aspects of redevelopment: (1) Ensure redevelopment on Capitol and Oakland meets community goals; (2) Promote inclusivity, racial equity and diversity in Shorewood; and, (3) Work toward an affordable cost of living for all Shorewood residents. Reviewing parking requirements can be seen as a first step in the process of implementation.

Most notably, staff would recommend consideration that the Village enact consistency across parking standards for dwelling and lodging uses at one space per unit. In order to simplify the code, staff is also suggesting that multi-family dwellings be considered the same within all of the Village’s zoning districts. This change would better reflect the Village’s historical development pattern, which currently provides only 0.34 parking spaces per multi-family units, align more closely with neighboring municipalities, allow greater opportunity for small-scale redevelopment and treat dwelling unit types more equitably. A spreadsheet detailing multi-family apartments alongside their number of units, required parking and provided parking has been provided for reference. (Mixed use properties were not included, as staff was unable to verify the allocation of stalls to users.)

One- and two-family dwellings would also be uniformly required to provide one space per dwelling. No changes to hotel uses are proposed. (See 535-47A)

B. Schools, institutions, auditoriums and other places of assembly require various amounts, ranging from the number or parking spaces per seats offered, square footage available, student capacity or employees.

Auditoriums, gymnasiums, stadiums, grandstands, meeting halls, exhibition halls and said categories as accessory uses to schools, churches and other institutional establishments	One space for every five seats or 90 linear inches of seating space
Churches	One space for every six seats or 108 linear inches of seating space
Hospitals	One space for each four beds, plus one space for each staff or visiting doctor, plus one space for each four employees
Libraries, museums, galleries and aquariums	One space for every 500 sq. ft. of floor area
Nursing homes	One space for every six beds, plus one space for every four employees (based on maximum shift)
Colleges, universities, junior colleges, high schools and other institutions of higher learning	One space for every seven students (based on maximum number), plus one space for each employee
Junior high schools, elementary schools and nursery schools	One space for each employee

Staff is proposing to rename this category as “Educational, Institutional and Other Assembly Uses.” In order to simplify the code, a general requirement of one space for every 500 sq. ft. of floor area or five seats at maximum capacity, whichever is most applicable, is proposed. Requirements to hospitals and nursing homes would be merged and defined into their own category. Schools would be split into primary and secondary categories with slight updates to requirements for secondary schools that align with the employee parking defined in hospitals and nursing homes.

C. Recreational facilities for both commercial and non-commercial uses require one space for every four persons at maximum capacity, plus one for each employee.

Staff is recommending that this section be eliminated.

D. Business district uses generally require one space per 250 sq. ft. of floor area for retail or office use, unless further specified.

Automobile service [and gas] stations	Three spaces per service stall and one space per island of gas pumps
Banks	One space for every 300 sq. ft. of floor area, plus one space per employee
Beauty parlors	One space per 100 sq. ft. of floor area
Public utilities or public service buildings containing machinery and equipment	One space for every employee (minimum of three)
Funeral homes	One space per 100 sq. ft. of floor area
Medical and dental offices	Four spaces per doctor/dentist, plus one space per each employee (maximum shift)
Restaurants	20 spaces per 1,000 sq. ft. of floor area for sit down restaurants
Other uses	Most similar, as determined by Planning and Zoning Administrator

Similar to the Educational, Institutional and Other Assembly category, staff is recommending that the Business district uses category provide more general requirements. Acknowledging the already built-out nature of the district, a desire to maintain walkability, and an understanding of the generally small-scale spaces that currently exist, staff is proposing to exempt the first 2,500 sq. ft. of space from off-street parking requirements. Staff believes this also aligns with the [Village's 2025 Vision Statement](#), which seeks a “vibrant urban community” with “attractive and thriving local service, retail and hospitality businesses.” Commercial space beyond that would require one space for every additional 500 sq. ft. above the first 2,500 sq. ft. [For reference, Fiddleheads Coffee, which occupies 1,900 sq. ft., was provided a Special Exception via the Plan Commission in 2020.]

Due to their unique impacts, the specific use category for automobile service stations would be maintained. The medical and dental category would be expanded to specifically include veterinary clinics and updated to require parking to be considered as a part of a conditional use permit, with the general guidance of four spaces per practitioner.

Based on feedback received at the June 22nd Plan Commission meeting, staff is proposing to add a section for Adjustments to Requirements. As drafted, this section would allow adjacent, on-street parking to be counted towards off-street requirements, subject to the parking being available to all members of the public. Staff had initially considered providing credits for access to transit, but realized that the entire corridor would qualify.

Section [535-49](#) provides general requirements for all parking areas, including accessibility, location, materials, lighting, dimensions, screening, quantity, permission, “vehicle” type and maintenance. (See the attached full details of the Article attached to this memo.)

Staff is recommending that the general requirements section be updated, as well. As defined within the draft, “tandem” parking spaces would be allowed to count towards requirements, if they are controlled by the same household/dwelling unit. [For reference, the Cornerstone redevelopment at

4510 N. Oakland Ave. was allowed to install tandem spaces, where vehicles controlled by the same household would park one in front of the other, similar to that of a residential driveway, within their Planned Development District approval in 2010.] Wheel stop requirements would be removed. The screening of parking lots would be triggered for review upon new occupancy and shall be subject to the review of the Design Review Board. The code would be modified to allow up to two unenclosed parking spaces for one- and two-family dwellings, if compliant with green space requirements (30% of the lot), as opposed to only one per dwelling. And, screening requirements on residential lots would be limited to the street side yards.

Lastly, section [535-51](#) outlines a process by which applicants may seek a Special Exception to any of the provisions within this article. It contains factors of consideration, application and review procedures, including an appeals process.

Based on feedback received by the Plan Commission and staff during recent applications, the proposed amendment would initiate the same notice and public hearing requirements for special exceptions as conditional use permits. Prior to consideration, applications would be subject to a class II notice in the Village newspaper and mailed notices to the owners of record of properties within 200 ft.

Community and Business Outreach – *If applicable, did you notify the community groups and businesses that are directly impacted by this agenda item. Please specify in attached communication plan how community groups and businesses will be informed of action after Village Board consideration.*

Yes No

Publication of the proposed ordinance amendment took place through a required class II notice in the official Village newspaper. Two publicly noticed Plan Commission meetings were held to discuss the matter, and the Planning & Development Director attended the July 21, 2021 BID meeting to solicit additional feedback.

Action Required / Recommended – Please include the recommended motion or required action for this agenda item.

I move to approve Ordinance 3028: An ordinance amendment related to modifications to Chapter 535 Zoning Article IX Off-Street Parking.

Fiscal Note / Budget Impact – Please include the budget impact for this agenda item.

N/A

Attachments – Please list the following attachments and supporting documents for this agenda item.

1. Chapter 535 Article IX Off-Street Parking (redlined suggested changes)
2. Apartment data (buildings by units, parking required/provided, date of construction)
3. Ordinance 3028: An ordinance amendment related to modifications to Chapter 535 Zoning Article IX Off-Street Parking.

Chapter 535

Article IX Off-Street Parking

§ 535-45. Definitions.

As used in this article, the following terms shall have the meanings indicated:

EMPLOYEES, NUMBER OF

The greatest number of persons to be employed at any one period during the day or night on the premises.

FLOOR AREA

Unless otherwise specified herein, shall mean the sum of the gross horizontal area of the several floors of the building or structure, excluding all areas that are devoted exclusively to storage or other accessory uses; all horizontal dimensions shall be measured from the inside of the exterior walls.

MOBILE HOME

A vehicle designed to be driven or drawn upon a highway by a motor vehicle and designed, equipped and used or intended to be used primarily for sleeping, eating and living quarters, and shall include trailers, campers, motor homes and the like.

MULTIFAMILY DWELLING

Housing facilities for more than two families, including apartment houses, cooperatives, condominiums, row houses, townhouses and similar dwellings.

NUISANCE

The act of spreading or depositing stones, rocks, loose materials or dust from or upon said parking facilities, lots or spaces; or permitting, causing or making disturbing noises resulting from the use of said parking facilities, lots or spaces; or lighting of said parking facilities, lots or spaces or the use of vehicular lights which shall be so bright or glaring as to disturb the comfort, quiet and repose of persons in the vicinity; or permitting, causing or allowing said parking facilities, lots or spaces or surrounding areas or vehicles parked or stored thereon to become unsightly or in disrepair due to inadequate maintenance. Each such act is hereby declared to be detrimental to the public health, safety and welfare.

NURSING HOME

Any place which is devoted primarily to the maintenance and operation of facilities for the care of the elderly, chronically ill, infirm individuals or incurable persons, or a place of rest for those persons suffering bodily disorders, in which three or more persons, not members of the family residing on the premises, are received and provided with food, shelter and care, but such facilities shall not include hospitals, clinics, diagnostic treatment centers, or other like uses.

OCCUPANTS, TOTAL NUMBER OF

Includes all employees plus any other person or persons frequenting or occupying the building, structure or premises at any one time for which parking is to be provided.

PARKING FACILITY

An area used for the parking of vehicles contained in a building or structure designed or adopted for the purpose of parking vehicles, or an area of land where the parking of vehicles is permitted under Village ordinances and subject to all of the provisions and conditions thereof.

PARKING LOT

Any outdoor area or uncovered plot, place or parcel of land or any portion thereof where more than two vehicles may be parked, but shall not include approved driveways thereunder, and shall be permitted in accordance with the provisions of § 535-29 of this chapter.

PARKING SPACE

An area used for the parking of a vehicle.

PARKING STRUCTURE

Parking spaces and adjacent access drives, aisles and ramps that are located in a structure with two or more levels where the parking structure is not the principal use of the premises; this term may include parking spaces that are integrated into a larger structure that houses the principal use of the premises.

[Added 10-20-2008 by Ord. No. 1944]

SUBSTANTIAL ENLARGEMENT

~~More than 50% of the assessed value, as equalized, of the building or structure affected. An addition that adds 25% or more to the building's total floor area or 2,500 sq. ft., whichever is less.~~

VEHICLE

Every device, in, upon or by which any person or property is or may be transported or drawn upon a highway, and shall include boats and mobile homes but not bicycles for which separate storage space shall be provided.

§ 535-46. Applicability and authority to require parking facilities.

~~Unless otherwise specified, the provisions of this chapter related to required parking facilities, lots or spaces shall apply only to new buildings or structures, substantially enlarged buildings or structures or changes in use classification. However, all facilities, lots or spaces used for the parking of vehicles shall be used, maintained, and operated as required under this chapter.~~

A. Building permit; ~~occupancy or use permit.~~

(1) No building permit shall be issued for a new building or for substantial ~~alterations or~~ enlargements ~~or change in use classification, as determined by the building code,~~ for any existing building unless there is included with the application and plans for such structure, ~~alteration~~ or enlargement a plot plan showing the required special purpose off-street parking spaces, in accordance with § 535-47 hereof.

~~(2) No occupancy or use permit shall be issued wherever required unless the required parking spaces shall have been provided on the approved plan or as hereinafter allowed.~~

(2) The maximum number of parking spaces which may be included within a parking lot is 100 parking spaces. Where the total required parking under § 535-47 exceeds 100 spaces, no permit may be issued unless the plans for construction, alteration or enlargement include a parking structure as part of the plan. At a minimum, 50% of the total required parking spaces shall be in the structure. Where the parking structure borders or fronts the street, at least 50% of the street level area shall be occupied by one or more permitted uses or uses otherwise approved.

B. A permit shall be obtained by an owner or agent for the construction of any parking space, parking lot, parking facility, or appurtenance thereto, and for any driveway. A permit fee as provided by the Village Fee Schedule shall be payable upon the filing of an application for such permit.

§ 535-47. Schedule of requirements.

A. Dwelling and lodging uses.

- (1) Apartment hotels, hotels, motels and private clubs: one parking space per room or suite of rooms comprising a lodging unit, plus such additional spaces as may be required herein for affiliated uses, such as restaurant and bar facilities, meeting rooms and retail sales areas.
- (2) Multifamily dwelling units ~~in B-1 through B-4 Districts:~~ 1.00.75 parking spaces per dwelling unit.
 - (a) A minimum of 50% of parking in the B-4 District shall be underground or in an enclosed parking facility.
 - (b) All required parking for multifamily dwelling units, except guest parking, shall be provided in an approved garage, except in the B-4 District.

~~(3) Multifamily dwelling units in all Residence Districts R-1 through R-10:~~

- ~~(a) Efficiency and one-bedroom units: one parking space per dwelling unit.~~
- ~~(b) Two-bedroom dwelling units: 1.25 parking spaces per dwelling unit.~~
- ~~(c) Three or more bedroom units: 1 1/2 parking spaces per dwelling unit.~~
- ~~(d) In addition to the above requirements: one parking space per 10 units for guest parking and servicing the facility.~~
- ~~(e) All required parking for multifamily dwelling units, except guest parking, shall be provided in an approved garage.~~

(3) One- and two-family dwellings:

- (a) ~~Single family dwellings:~~ There shall be a minimum of one parking space per dwelling unit in an approved garage.
- ~~(b) Two family dwellings: one parking space in an approved garage per dwelling unit.~~
- (b) No vehicle except an automobile may be parked in the front setback or between adjacent residences when the parking area parallels an existing residence on the adjoining property. In addition, on corner lots, no vehicle except an automobile may be parked within the front setback of the property where located nor within the front setback of any adjacent property.

B. Educational, Institutional and Other Assembly Uses. ~~Schools, institutions, auditoriums and other places of assembly:~~

- (1) ~~Assembly and institutional uses, including churches, libraries and funeral homes, and auditoriums, gymnasiums, stadiums, grandstands, meeting halls, exhibition halls and said categories as accessory uses to schools, churches and other institutional establishments.~~
 - (a) One parking space for every 500 sq. ft. of floor area or five seats at maximum capacity ~~or for each 90 linear inches of seating space~~ in the main auditorium ~~or area of assembly hall, whichever is most applicable, unless specifically listed.~~

(b) When such facilities for public assembly are accessory to a school, church or other institution, and when approved by the Planning and Development Department, the required number of parking spaces may be reduced by the number of spaces provided as herein required for the applicable school, church or other institution.

~~(2) Churches: one parking space for every six seats or for each 108 linear inches of seating space.~~

(2) Hospitals and nursing homes: one parking space for each four beds, ~~plus one parking space for each staff or visiting doctor,~~ plus one parking space for each four employees.

~~(4) Libraries, museums, art galleries and aquariums: one parking space for every 500 square feet of floor area.~~

~~(5) Nursing homes: one parking space for every six beds, plus one parking space for every four employees, based on the maximum number of employees present at any one period during the day or night on the premises.~~

(3) Schools.

(a) Primary schools (junior high schools, elementary schools and nursery schools): one parking space for each faculty member or other employee.

(b) Secondary schools (colleges, universities, junior colleges, high schools and other institutions for higher learning): one parking space for every seven students, based upon the maximum number of students that can be accommodated in accordance with designed capacity, and one space for each four faculty members or other employees.

~~C. Recreational uses, commercial or noncommercial: one parking space for every four persons as per the designed capacity of the facility, plus one parking space for each employee.~~

C. Business district uses: one parking space per ~~250~~ 500 square feet of floor area above 2,500 sq. ft. for retail, service or office uses not specifically listed below.

(1) Automobile service stations: one parking space for each island of gasoline pumps, plus three parking spaces for each service stall.

~~(2) Banks and savings and loan associations: one parking space for every 300 square feet of floor area, plus one parking space for every three employees.~~

~~(3) Beauty parlors: one parking space for every 100 square feet of floor area.~~

~~(4) Public utilities or public service buildings containing machinery and equipment: one parking space for every employee present at any one time (minimum of three spaces) plus adequate loading and unloading space.~~

~~(5) Funeral homes: one parking space for every 100 square feet of floor area.~~

(2) Medical, and dental offices, and veterinary clinics: subject to review by the Plan Commission as a conditional use, with general guidance of four spaces per doctor, dentist or veterinarian; plus one space per each employee at the time the greatest number of employees are present.

~~(7) Restaurants: 20 parking spaces per 1,000 square feet of floor area for sit-down restaurants.~~

(3) Other uses. Parking spaces for other permitted uses that are not retail or office or not listed herein shall be provided in accordance with the requirements of the use most similar to the use proposed, to be determined by the Planning and Zoning Administrator or ~~his~~ their designee.

D. Adjustments to Requirements. For any use except one- and two-family dwellings, the number of parking spaces required for a particular use may be reduced in accordance with the following credits:

(1) One space for each on-street parking space that is located immediately adjacent to the site of the use, provided that such on-street space is available for public use during the hours of operation of the use. To qualify for this credit, an on-street parking space shall be in compliance with all village parking regulations and shall measure at least 20 feet long if a parallel space.

§ 535-48. Nuisances.

- A. All parking facilities, lots or spaces shall be constructed and maintained so as not to cause, create or permit a nuisance as defined in this article.
- B. In the event that any parking facility, lot or space becomes a nuisance as defined herein, the Building Inspector shall notify the owners or persons in charge of the parking facility, lot or space, by certified mail, to maintain, repair or beautify the same. If such notice is not complied with in a reasonable time from the date thereof, the Building Inspector shall maintain, repair, remove or replace, as the case may require, either by contract or by Village forces, and shall certify the costs thereof as provided by law, to have them levied as special charges against such property, and the Village Clerk is hereby authorized and directed to enter such charges onto the tax roll.

§ 535-49. General requirements for all parking areas.

- A. All parking spaces shall be directly accessible to driveways, alleys or streets without passing through other parking spaces, ~~unless controlled by the same household/dwelling unit~~. Driveways, truck loading spaces and other required work and open spaces shall not be considered as parking spaces.
- B. In the Business Districts B-1 through B-4 at least 25% and in all other districts at least 75% of all parking facilities or spaces required hereunder shall be located on the same premises as the building to which assigned and shall either be owned by the person, firm or corporation required to provide such parking facilities or spaces pursuant to this article or such person, firm or corporation shall have use of such parking facilities or spaces during normal business hours and for so long a period as the use exists for which the parking spaces or facilities are required. In the Business Districts B-1 through B-4 no more than 75% and in all other districts no more than 25% of the parking facilities or spaces required herein shall be located off of the premises of the building to which assigned and in no case more than 400 feet from said building. More than one person, firm, or corporation may share a parking facility or space required hereunder, but in no event shall the total number of spaces available be less than the total number required under this article for each person, firm, or corporation sharing such facility. Further, in those cases where the person, firm, or corporation required to provide parking facilities or spaces must lease or rent them in order to comply with the parking code provisions, no building or occupancy permit shall be issued until a copy of a written agreement to lease said required facilities or spaces is filed with the Village; said agreement shall be kept in full force and effect for so long as said use and occupancy shall continue.
- C. All parking facilities, lots and spaces, and driveways serving the same, shall be hard surfaced, having a good and sufficient subbase with a concrete or asphaltic concrete overlay or asphaltic

penetrating coat thereon, free of dust, loose stones or gravel; said facilities, lots or spaces shall be adequately drained, subject to the approval of the Building Inspector.

(1) R-1 through R-6 Districts. All residential parking spaces and driveways shall have a good and sufficient subbase with overlay composed of concrete, asphalt, brick or stone pavers thereon; such spaces and driveways shall be adequately drained subject to the approval of the Building Inspector.

D. There shall be sufficient space and sight distance provided at all times to permit safe and ready access to each parking space and to the public highway; the premises shall be provided with a minimum number of entrances and exits, the width of which shall be in accordance with accepted design standards; that which is included under this subsection shall be subject to the approval of the Building Inspector.

E. In the business districts, where illumination from streetlights to adjacent parking facilities, lots or spaces is no less than one footcandle power, no additional illumination of the premises will be required. Where such illumination is not available, a minimum illumination of one footcandle power of such premises shall be provided, installed and maintained in a manner so as not to reflect or glare onto adjoining streets or premises. When night parking is permitted on such premises, the same shall at all times be adequately lighted as herein required.

F. Parking facilities shall provide marked parking spaces no less than nine feet wide and 18 feet in length.

G. Parking lots shall conform to the following additional requirements and regulations:

(1) ~~To prevent the extension of any part of the parked vehicle into or onto any required setback, side yard, adjacent premises or public way, an adequate and approved wheel stop or bumper shall be provided for each space.~~ It shall be a violation of this article if any vehicle is not parked within the lines of a marked parking space or if parked in more than one marked space. Excepted from the parking space dimensions set forth herein shall be spaces located in the parking lots not governed by the use requirements of § 535-47 of this article. In such cases, market considerations shall control the size of parking spaces in parking lots as determined by the Planning and Development Department of the Village but subject to approval of the Village Board.

(2) The premises shall be screened from any public street upon which it abuts or from any adjoining residential property, except for openings for ingress and egress, by a decorative wall or fence, or a substantial growth of shrubbery, or a berm; provided, however, that the height of said screening shall be approximately 42 inches, but in no event more than 48 inches, provided, further, that any wall or fence constructed hereunder shall be of a natural or manufactured material which shall be compatible with adjacent or adjoining structures, so that such wall or fence will not adversely affect the aesthetic quality or character of the area.

Such screening as required hereunder shall ~~all~~ be ~~required upon new occupancy and shall be~~ subject to the approval of the ~~Building Inspector Design Review Board~~. Where a solidly constructed decorative wall or fence is provided along the interior lot line, the minimum setback for the parking area shall be five feet from said lot line. That fence shall be located a minimum of one foot from said lot line.

H. Other requirements.

(1) Parking on a lot is prohibited, except on approved driveways or approved parking spaces.

(2) Parking of vehicles other than automobiles is prohibited, except in the rear yard of a lot.

- (3) Outdoor parking spaces other than approved driveways shall not be constructed in the front yard or side yard of a lot; provided, however, that on corner lots outdoor parking spaces may be constructed in ~~a the street~~ side yard of a lot.
- (4) ~~Parking spaces to accommodate more than one motor vehicle outside of a garage on a single family lot in the R-1 through R-6 Residential Districts are prohibited.~~ Parking spaces for up to two motor vehicles may be permitted in the R-1 through R-6 Residential Districts, ~~subject to required green space requirements. on lots with a two family dwelling.~~ Outside parking spaces in the R-1 through R-6 Residential Districts shall only be permitted if they are in addition to the required parking in an approved garage.
- (5) Parking spaces ~~adjacent to the public way or to another residential lot within the street side yard of a corner lot~~ shall be screened as provided in Subsection G(2) of this section. ~~Screening of parking spaces located in the rear yard of a lot by means of a decorative wall or fence or a substantial growth of shrubbery or a berm shall be no less than four feet in height nor more than six feet in height.~~
- (6) Parking in the public way is prohibited, except upon the public highway where permitted.
- I. It shall be unlawful for any person to park any vehicle at any time on any land of which he is not the owner, without the owner's permission.
- J. The parking of mobile homes or any other vehicles in the Village of Shorewood while the same are being used or occupied as living quarters by any person or persons is expressly prohibited.
- K. The parking of mobile homes or other vehicles unless legally licensed under Wisconsin Statutes on any land in the Village of Shorewood shall be prohibited except on licensed used car lots, as provided for in Chapter 506, Article I of this Code.
- L. The parking facilities, lots or spaces required pursuant to this article shall be provided and maintained so long as the use exists for which the same is designed.
- M. Such use for which parking facilities, lots or spaces are provided shall not be changed to any use requiring more parking space unless additional parking space is provided as required herein.
- N. The control of abandoned and inoperable motor vehicles shall be subject to the provisions of Article IX of Chapter 500 of the Village Code.

§ 535-50. Applicability. Reserved

~~The provisions of this chapter related to required parking facilities, lots or spaces shall apply only to new buildings or structures and to substantially altered buildings or structures. However, all facilities, lots or spaces used for the parking of vehicles shall be used, maintained and operated as required under this chapter.~~

§ 535-51. Special exceptions.

- A. The Plan Commission, upon application as required herein, may grant a special exception to the provisions and requirements of this article.
- B. ~~Notice and public hearing required. The Village Clerk shall give notice of the required public hearing through publication of a Class II Notice, under Chapter 985 of the Wisconsin Statutes in the official Village newspaper. To the extent practical, the Planning and Development Department shall also provide notice to the owners of record of properties within 200 feet of the property for which the special exception is being considered at least seven days prior of the hearing; however, compliance with this neighboring property owner notice shall not be a~~

requirement for providing proper legal notice in order to take action, nor shall its noncompliance invalidate any action taken.

- C. Prior to granting a special exception, the Plan Commission shall consider all of the following as applicable:
- (1) The effect the granting of the exception will have on adjacent parking and traffic conditions.
 - (2) The effect the granting of the exception will have on the appearance and character of the applicant's property, adjacent property and neighboring property.
 - (3) The effect the granting of the exception will have on the property values of the applicant's property, adjacent property and neighboring property.
 - (4) Whether the granting of the exception will serve a public or desirable or useful purpose.
 - (5) Whether the spirit and intent of the requirements of this article are being carried out.
 - (6) Recommendations of any boards or committees to which the Plan Commission refers the application for advice.
 - (7) Intensity of use, deviation from typical use classifications, access to transit, and physical constraints to meeting parking requirements.
 - (8) If senior housing is proposed, the number of employees on site, the type of senior housing, the parking needs of the residents, if any, and the ratios from the Institute of Transportation Engineers parking generation report ratios for senior housing should be reviewed.
 - (9) Historical conditions and whether additional parking requirements for new or expanded use may be satisfied with incremental increase commensurate with new or expanded use.
 - (10) Evidence that actual parking demands may be less than code requirements.
 - (11) Availability of shared parking, including satisfactory documentation of shared parking to satisfy the parking demand.
 - (12) Alternative transportation that has been reasonably shown to reduce the need for parking.
 - (13) Such other matters as the Plan Commission deems relevant and material.
- D. Application for a special exception permit may be obtained from the Planning and Zoning Administrator upon the payment of a fee as provided by the Village Fee Schedule, which shall not be refundable.
- E. The Plan Commission shall either approve or disapprove the application for a special exception hereunder, in accordance with the provisions of this article, shall specify the requirement or requirements that will be expected from the application and shall find that the special exception is not inconsistent with the applicable provisions herein.
- F. The Plan Commission's decision may be appealed to the Board of Appeals in accordance with the provisions of §§ 535-56 and 535-57. The Board of Appeals, after a hearing, may affirm, reverse or remand with recommendations any order, requirement, decision or determination of the Plan Commission made under this section. The Board of Appeals shall decide all appeals under this subsection within 30 days after final hearing and shall transmit a signed copy of the Board's decision to the appellant and to the Planning and Development Department.

PARCEL #	PROPERTY ADDRESS	NAME (OWNER)	# UNITS	REQUIRED OFF-STREET PARKING (1:1.75)	PROVIDED OFF-STREET PARKING	ACTUAL RATIO	YEAR OF CONSTRUCTION
276-0778-000	2121 E CAPITOL DR	The Annason (Katz)	63	111	12	0.19	1931
275-8987-006	1700 E RIVER PK	River Park	213	373	54	0.25	1975
237-0223-000	4442 N OAKLAND AVE	Wilshire (Shoreline)	25	44	0	0.00	1932
237-0229-000	4480 N OAKLAND AVE	(Eastmore)	24	42	0	0.00	1931
236-0006-000	4455 N OAKLAND AVE	(Blankenstein Enterprises)	24	42	0	0.00	1928
236-0005-000	4459 N OAKLAND AVE	Savannah	18	32	0	0.00	1927
240-0415-000	1428 E CAPITOL DR	(Eastmore)	21	37	0	0.00	1929
275-8987-005	1600 E RIVER PK	River Park	214	375	54	0.25	1977
240-0139-000	4221 N OAKLAND AVE	Stratford Apartments (Shoreline)	19	34	0	0.00	1928
276-0716-000	3909 N MURRAY AVE	Fountainview	102	179	90	0.88	1965
276-0714-000	3955 N MURRAY AVE	Villager (Edgewater)	48	84	47	0.98	1962
240-0414-000	1420 E CAPITOL DR	(Eastmore)	20	35	0	0.00	1929
275-1024-000	1717 E NEWTON AVE	(Joseph Trust)	13	23	4	0.31	1928
237-0228-000	4474 N OAKLAND AVE	(Eastmore)	18	32	3	0.17	1930
237-0226-000	4460 N OAKLAND AVE	(Optimum)	18	32	2	0.11	1929
237-0227-000	4468 N OAKLAND AVE	(Eastmore)	18	32	2	0.11	1929
276-0603-000	3950 N FARWELL AVE	Casanova Apts	36	63	20	0.56	1927
276-0715-000	3939 N MURRAY AVE	Shorewood East (GG 3939)	48	84	48	1.00	1964
276-0766-000	3948 N MURRAY AVE	(Capital 47, Eastmore)	12	21	9	0.75	1928
275-1023-000	1721 E NEWTON AVE	(JAH 13)	12	21	0	0.00	1927
275-1001-000	1720 E NEWTON AVE	(MK Field Four)	12	21	0	0.00	1927
275-1002-000	1716 E NEWTON AVE	(Capital 47, Eastmore)	12	21	0	0.00	1927
239-0079-000	4001 N PROSPECT AVE	(Shoreline)	35	62	32	0.91	1926
240-0016-000	1320 E CAPITOL DR	(Capital IJS, Eastmore)	30	53	30	1.00	1964
239-0310-000	1809 E MARION ST	Marion Manor (Shoreline)	24	42	0	0.00	1925
240-0258-000	4333 N OAKLAND AVE	Charleston East	48	84	47	0.98	1968
239-0164-000	4428 N OAKLAND AVE	Danbury (Shoreline)	13	23	6	0.46	1930
239-0165-000	4422 N OAKLAND AVE	(1800-1804 E North Ave / Golderberg Family)	13	23	6	0.46	1930
275-1117-000	3833 N OAKLAND AVE	(Robert Nash/Pech Property)	13	23	6	0.46	1928
276-0733-000	3975 N CRAMER ST	Capital Crest (Key Management)	18	32	20	1.11	1956
275-1118-000	3825 N OAKLAND AVE	(Capital 45, Eastmore)	13	23	6	0.46	1928
239-0679-000	1900 E CAPITOL DR	Paramount (Edgewater)	27	48	27	1.00	1958
275-1119-000	3819 N OAKLAND AVE	(Diversified Prop, Oakland)	12	21	6	0.50	1927
239-0306-000	1800 E OLIVE ST	(Eastmore)	12	21	0	0.00	1928
240-0356-000	4008 N MORRIS BL	(Bradshaw)	13	23	7	0.54	1928
240-0357-000	4000 N MORRIS BL	(Neufeld-Kaplan)	13	23	5	0.38	1928
240-0013-000	1315 E ELMDALE CT	(BTS5)	25	44	34	1.36	1968
236-0451-000	4272 N WILSON DR	(Capital 45, Eastmore)	14	25	6	0.43	1931
276-0604-000	3951 N FARWELL AVE	(Contardi)	12	21	0	0.00	1924
239-0595-000	1801 E JARVIS ST	(Decker Real Estate)	12	21	0	0.00	1926
275-1148-000	1723 E BEVERLY RD	(Atlas Properties)	9	16	0	0.00	1926
239-9999-000	1809 E LAKE BLUFF BL	(Joy Frederick)	12	21	0	0.00	1926
276-0557-000	3532 N OAKLAND AVE	(William Ho)	8	14	5	0.63	1928
276-0558-000	3540 N OAKLAND AVE	(Shoreland Holdings)	8	14	6	0.75	1928
276-0559-000	3546 N OAKLAND AVE	(3546 Company)	8	14	5	0.63	1928
276-0560-000	3552 N OAKLAND AVE	(St. James Estates)	8	14	7	0.88	1928
276-0561-000	3560 N OAKLAND AVE	(Lots LTD)	8	14	5	0.63	1928
276-0563-000	3576 N OAKLAND AVE	(Friedman Trustee)	8	14	4	0.50	1927
239-0381-000	1809/1807 E OLIVE ST	(Capital 46, Eastmore)	12	21	1	0.08	1928
275-1149-000	1717 E BEVERLY RD	Casanova Apts	8	14	0	0.00	1926
239-0377-000	1808/1806 E WOOD PL	(Eastwood Apartments)	12	21	0	0.00	1928
239-0596-000	1800 E KENMORE PL	(Katz)	8	14	0	0.00	1926
275-1121-000	1714 E BEVERLY RD	(Capital 47, Eastmore)	8	14	0	0.00	1926
276-0169-000	3582 N OAKLAND AVE	(Gad Trustee)	8	14	0	0.00	1925
239-0594-000	1807 E JARVIS ST	(Jane Maley)	8	14	0	0.00	1926
236-0174-000	1714 E KENSINGTON BL	(LA2)	6	11	2	0.33	1925
241-1013-000	4305 N MARLBOROUGH DR	(Joel Pech)	11	20	5	0.45	1931
239-0080-000	4006/4000 N FARWELL AVE	(Capitol Farwell)	18	32	19	1.06	1952
239-0597-000	1806 E KENMORE PL	(Katz)	8	14	0	0.00	1925
236-0502-000	4205 N OLSEN AVE	(Peck Family Investments)	6	11	4	0.67	1945
276-0659-000	2318/2316 E BEVERLY RD	(Slava & Olga Tuzhilkov)	9	16	0	0.00	1917
276-0265-000	3554 N PROSPECT AVE	(Joel Pech)	8	14	6	0.75	1920
276-0030-000	3820 N OAKLAND AVE	(Joseph & Wendy Scherwenka)	8	14	10	1.25	1922
276-0562-000	3568 N OAKLAND AVE	(St. James Estates)	8	14	6	0.75	1921
236-0499-000	4304 N ALPINE AVE	(Ferrara Rev Trust)	6	11	6	1.00	1945
240-9984-000	1552/1550 E CAPITOL DR	(2M Properties)	8	14	12	1.50	1943
239-0673-000	1805 E ELMDALE CT	(York Hill Capital)	6	11	6	1.00	1926
276-0293-000	2200 E STRATFORD CT	(Carl Mueller)	6	11	2	0.33	1918
240-9985-000	1562/1560 E CAPITOL DR	(2M Properties)	8	14	12	1.50	1943
241-1004-000	4305 N SHEFFIELD AVE	(Sharon Kerbs)	6	11	5	0.83	1943
241-1010-000	4304 N SHEFFIELD AVE	(Howard Siegman)	6	11	6	1.00	1944
236-0534-000	1204 E OLIVE ST	(Wayne Lutynski)	6	11	4	0.67	1945
241-1036-000	4314 N WILSON DR	(David & Linda Schulz)	6	11	5	0.83	1943
241-1038-000	4302 N WILSON DR	(Joel Pech)	6	11	8	1.33	1943
240-0411-000	4006 N WOODBURN ST	(William Ho)	4	7	0	0.00	1944
240-0421-000	1401/1403 E ELMDALE CT	(Joseph & Diana Dean)	4	7	6	1.50	1927
241-1037-000	4308 N WILSON DR	(Sharon Kerbs)	6	11	5	0.83	1943
241-1002-000	4378 N WILSON DR	(Timothy & Laroye Brusnahan)	6	11	8	1.33	1943
239-0648-000	1804 E ELMDALE CT	(Dittmann Family Trust)	7	13	6	0.86	1926
276-0576-000	3951 N PROSPECT AVE	(Prospect Capital)	6	11	3	0.50	1915

236-0531-000	4204 N OLSEN AVE	(Ferrara Rev Trust)	6	11	3	0.50	1945
236-0501-000	4244 N WILSON DR	(Ott Rev Trust)	6	11	5	0.83	1945
241-1035-000	4320 N WILSON DR	(Joel Pech)	6	11	8	1.33	1943
241-1003-000	4370 N WILSON DR	(Sharon Kerbs)	6	11	4	0.67	1943
241-1011-000	4348 N WILSON DR	(Grimmer)	6	11	7	1.17	1944
276-0658-000	3807 N PROSPECT AVE	(Premier 3807 Prospect)	6	11	0	0.00	1920
236-0500-000	4250 N WILSON DR	(Ferrara Rev Trust)	6	11	4	0.67	1945
241-1012-000	4340 N WILSON DR	(Wayne Lutynski)	6	11	6	1.00	1944
241-1000-000	4392 N WILSON DR	(Hansa & Chanderbhan Choithani)	6	11	5	0.83	1943
236-0532-000	4214 N WILSON DR	(Leto)	6	11	4	0.67	1945
241-1001-000	4384 N WILSON DR	(Wayne Lutynski)	6	11	8	1.33	1943
236-0533-000	4206 N WILSON DR	(Cardinale)	6	11	4	0.67	1945
276-0689-000	2221-2219 E BEVERLY	(Michael Vittuci)	5	9	6	1.20	1918
236-0450-000	4282 N WILSON DR	(Joel Pech)	4	7	6	1.50	1947
236-0448-000	4290 N WILSON DR	(Joel Pech)	4	7	6	1.50	1947
236-0449-000	4286 N WILSON DR	(Joel Pech)	4	7	6	1.50	1947
275-1000-000	3715 N OAKLAND AVE	(Heidi Neizow-Semholz)	4	7	4	1.00	1947
235-0051-000	4400 N WILSON DR	Colonial Court (Karademas)	218	382	318	1.46	1947
			1960	3430	1166	0.34	

ORDINANCE NO. 3028

AN ORDINANCE AMENDMENT RELATED TO MODIFICATIONS TO
CHAPTER 535 ZONING ARTICLE IX OFF-STREET PARKING.

WHEREAS, the Village of Shorewood first enacted off-street parking regulations via Ordinance 688 in 1951 at a time of increasing suburbanization and auto-centricity;

WHEREAS, the majority of Shorewood's development occurred prior to auto-centricity in a human-scaled, dense, walkable and transit-oriented fashion that has made it a desirable place to live;

WHEREAS, the Village of Shorewood Plan Commission identified the need to research/revise off-street parking requirements within both their 2019 and 2020 initiatives;

WHEREAS, the Village undertook a Parking and Transportation Analysis in 2019-2020 that identified available on-street parking and ultimately led to the adoption of Ordinance 3013 amending the Village's night parking regulations, which expanded the availability of on-street parking;

WHEREAS, the review of off-street parking requirements aligns with greater planning principles, which in recent decades has debated both the actual and societal costs of off-street parking regulations;

WHEREAS, current regulations do not align with the village's existing context and particularly do not equitably treat residential development, resulting in less affordable and more land-intensive development;

WHEREAS, the Village of Shorewood Plan Commission discussed the proposed modifications at their June 22, 2021 and July 27, 2021 meetings and ultimately recommended that the Village Board consider the changes via an ordinance amendment;

WHEREAS, a class two public hearing notice was published in the official newspaper on August 18, 2021 and August 25, 2021 to notify all interested parties of a public hearing at the September 8, 2021 Village Board meeting to discuss the matter.

NOW THEREFORE, at a regular meeting of the Village Board of the Village of Shorewood, Milwaukee County, Wisconsin, held on the 8th day of September 2021, by a favorable vote of the members being present and therefore, said Board does ordain as follows:

SECTION 1

That Section 535-45 "Definitions" of Article IX "Off-Street Parking" of Chapter 535 "Zoning" is amended to remove the definition of "Substantial" and replace it with the following definition for "Substantial Enlargement".

* * *

SUBSTANTIAL ENLARGEMENT

An addition that adds 25% or more to the building's total floor area or 2,500 sq. ft., whichever is less.

* * *

SECTION 2

That Section 535-46 "Authority to require parking facilities" of Article IX "Off-Street Parking" of Chapter 535 "Zoning" is renamed "Applicability and authority to require parking facilities" and replaced as follows:

§ 535-46. Applicability and authority to require parking facilities.

Unless otherwise specified, the provisions of this chapter related to required parking facilities, lots or spaces shall apply only to new buildings or structures, substantially enlarged buildings or structures or changes in use classification. However, all facilities, lots or spaces used for the parking of vehicles shall be used, maintained, and operated as required under this chapter.

A. Building permit.

- (1) No building permit shall be issued for a new building or for substantial alterations or enlargements or change in use classification, as determined by the building code, for any existing building unless there is included with the application and plans for such structure, alteration, or enlargement a plot plan showing the required special purpose off-street parking spaces, in accordance with § 535-47 hereof.
- (2) The maximum number of parking spaces which may be included within a parking lot is 100 parking spaces. Where the total required parking under § 535-47 exceeds 100 spaces, no permit may be issued unless the plans for construction, alteration or enlargement include a parking structure as part of the plan. At a minimum, 50% of the total required parking spaces shall be in the structure. Where the parking structure borders or fronts the street, at least 50% of the street level area shall be occupied by one or more permitted uses or uses otherwise approved.

B. A permit shall be obtained by an owner or agent for the construction of any parking space, parking lot, parking facility, or appurtenance thereto, and for any driveway. A permit fee as provided by the Village Fee Schedule shall be payable upon the filing of an application for such permit.

SECTION 3

That Section 535-47 “Schedule of requirements” of Article IX “Off-Street Parking” of Chapter 535 “Zoning” is replaced as follows:

§ 535-47. Schedule of requirements.

A. Dwelling and lodging uses.

- (1) Apartment hotels, hotels, motels and private clubs: one parking space per room or suite of rooms comprising a lodging unit, plus such additional spaces as may be required herein for affiliated uses, such as restaurant and bar facilities, meeting rooms and retail sales areas.
- (2) Multifamily dwelling units: 1.00 parking space per dwelling unit.
 - (a) A minimum of 50% of parking in the B-4 District shall be underground or in an enclosed parking facility.
 - (b) All required parking for multifamily dwelling units, except guest parking, shall be provided in an approved garage, except in the B-4 District.
- (3) One- and two-family dwellings:
 - (a) There shall be a minimum of one parking space per dwelling unit in an approved garage.
 - (b) No vehicle except an automobile may be parked in the front setback or between adjacent residences when the parking area parallels an existing residence on the adjoining property. In addition, on corner lots, no vehicle except an automobile may be parked within the front setback of the property where located nor within the front setback of any adjacent property.

B. Educational, Institutional and Other Assembly Uses.

- (1) Assembly and institutional uses, including churches, libraries and funeral homes, and auditoriums, gymnasiums, stadiums, grandstands, meeting halls, exhibition halls and said categories as accessory uses.
 - (a) One parking space for every 500 sq. ft. of floor area or five seats at maximum capacity in the main area of assembly, whichever is most applicable, unless specifically listed.
 - (b) When such facilities for public assembly are accessory to a school, church or other institution, and when approved by the Planning and

Development Department, the required number of parking spaces may be reduced by the number of spaces provided as herein required for the applicable school, church or other institution.

- (2) Hospitals and nursing homes: one parking space for each four beds, plus one parking space for each four employees.
 - (3) Schools.
 - (a) Primary schools (junior high schools, elementary schools and nursery schools): one parking space for each faculty member or other employee.
 - (b) Secondary schools (colleges, universities, junior colleges, high schools and other institutions for higher learning): one parking space for every seven students, based upon the maximum number of students that can be accommodated in accordance with designed capacity, and one space for each four faculty members or other employees.
- C. Business district uses: one parking space per 500 square feet of floor area above 2,500 sq. ft. for retail, service or office uses not specifically listed below.
- (1) Automobile service stations: one parking space for each island of gasoline pumps, plus three parking spaces for each service stall.
 - (2) Medical, dental, and veterinary clinics: subject to review by the Plan Commission as a conditional use, with general guidance of four spaces per doctor, dentist or veterinarian.
 - (3) Other uses. Parking spaces for other permitted uses that are not retail or office or not listed herein shall be provided in accordance with the requirements of the use most similar to the use proposed, to be determined by the Planning and Zoning Administrator or their designee.
- D. Adjustments to Requirements. For any use except one- and two-family dwellings, the number of parking spaces required for a particular use may be reduced in accordance with the following credits:
- (1) One space for each on-street parking space that is located immediately adjacent to the site of the use, provided that such on-street space is available for public use during the hours of operation of the use. To qualify for this credit, an on-street parking space shall be in compliance with all village parking regulations and shall measure at least 20 feet long if a parallel space.

SECTION 4

That Subsection 535-49A within Section 535-49 “General requirements for all parking areas” of Article IX “Off-Street Parking” of Chapter 535 “Zoning” is replaced as follows:

- A. All parking spaces shall be directly accessible to driveways, alleys or streets without passing through other parking spaces, unless controlled by the same household/dwelling unit. Driveways, truck loading spaces and other required work and open spaces shall not be considered as parking spaces.

SECTION 5

That Subsection 535-49G within Section 535-49 “General requirements for all parking areas” of Article IX “Off-Street Parking” of Chapter 535 “Zoning” is replaced as follows:

- G. Parking lots shall conform to the following additional requirements and regulations:

- (1) It shall be a violation of this article if any vehicle is not parked within the lines of a marked parking space or if parked in more than one marked space. Excepted from the parking space dimensions set forth herein shall be spaces located in the parking lots not governed by the use requirements of § 535-47 of this article. In such cases, market considerations shall control the size of parking spaces in parking lots as determined by the Planning and Development Department of the Village but subject to approval of the Village Board.
- (2) The premises shall be screened from any public street upon which it abuts or from any adjoining residential property, except for openings for ingress and egress, by a decorative wall or fence, or a substantial growth of shrubbery, or a berm; provided, however, that the height of said screening shall be approximately 42 inches, but in no event more than 48 inches, provided, further, that any wall or fence constructed hereunder shall be of a natural or manufactured material which shall be compatible with adjacent or adjoining structures, so that such wall or fence will not adversely affect the aesthetic quality or character of the area.

Such screening as required hereunder shall be required upon new occupancy and shall be subject to the approval of the Design Review Board. Where a solidly constructed decorative wall or fence is provided along the interior lot line, the minimum setback for the parking area shall be five feet from said lot line. That fence shall be located a minimum of one foot from said lot line.

SECTION 6

That Subsection 535-49H within Section 535-49 “General requirements for all parking areas” of Article IX “Off-Street Parking” of Chapter 535 “Zoning” is amended to read as follows:

- H. Other requirements.

* * *

- (3) Outdoor parking spaces other than approved driveways shall not be constructed in the front yard or side yard of a lot; provided, however, that on corner lots outdoor parking spaces may be constructed in a the street side yard of a lot.
- (4) Parking spaces for up to two motor vehicles may be permitted in the R-1 through R-6 Residential Districts, subject to required green space requirements. Outside parking

spaces in the R-1 through R-6 Residential Districts shall only be permitted if they are in addition to the required parking in an approved garage.

- (5) Parking spaces within the street side yard of a corner lot shall be screened as provided in Subsection G(2) of this section.

* * *

SECTION 7

That Section 535-50 “Applicability” of Article IX “Off-Street Parking” within Chapter 535 “Zoning” is renamed “Reserved” and its current contents are deleted.

SECTION 8

That Subsection 535-51B within Section 535-51 “Special exceptions” of Article IX “Off-Street Parking” within Chapter 535 “Zoning” is inserted as follows and the remaining subsections are re-lettered sequentially.

§ 535-51. Special exceptions.

* * *

- B. Notice and public hearing required. The Village Clerk shall give notice of the required public hearing through publication of a Class II Notice, under Chapter 985 of the Wisconsin Statutes in the official Village newspaper. To the extent practical, the Planning and Development Department shall also provide notice to the owners of record of properties within 200 feet of the property for which the special exception is being considered at least seven days prior of the hearing; however, compliance with this neighboring property owner notice shall not be a requirement for providing proper legal notice in order to take action, nor shall its noncompliance invalidate any action taken.

* * *

SECTION 9

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 8th day of September 2021.

Ann McKaig, Village President

Countersigned:

Sara Bruckman, CMC/WCMC, Village Clerk

Village Board Public Hearing

September 8, 2021

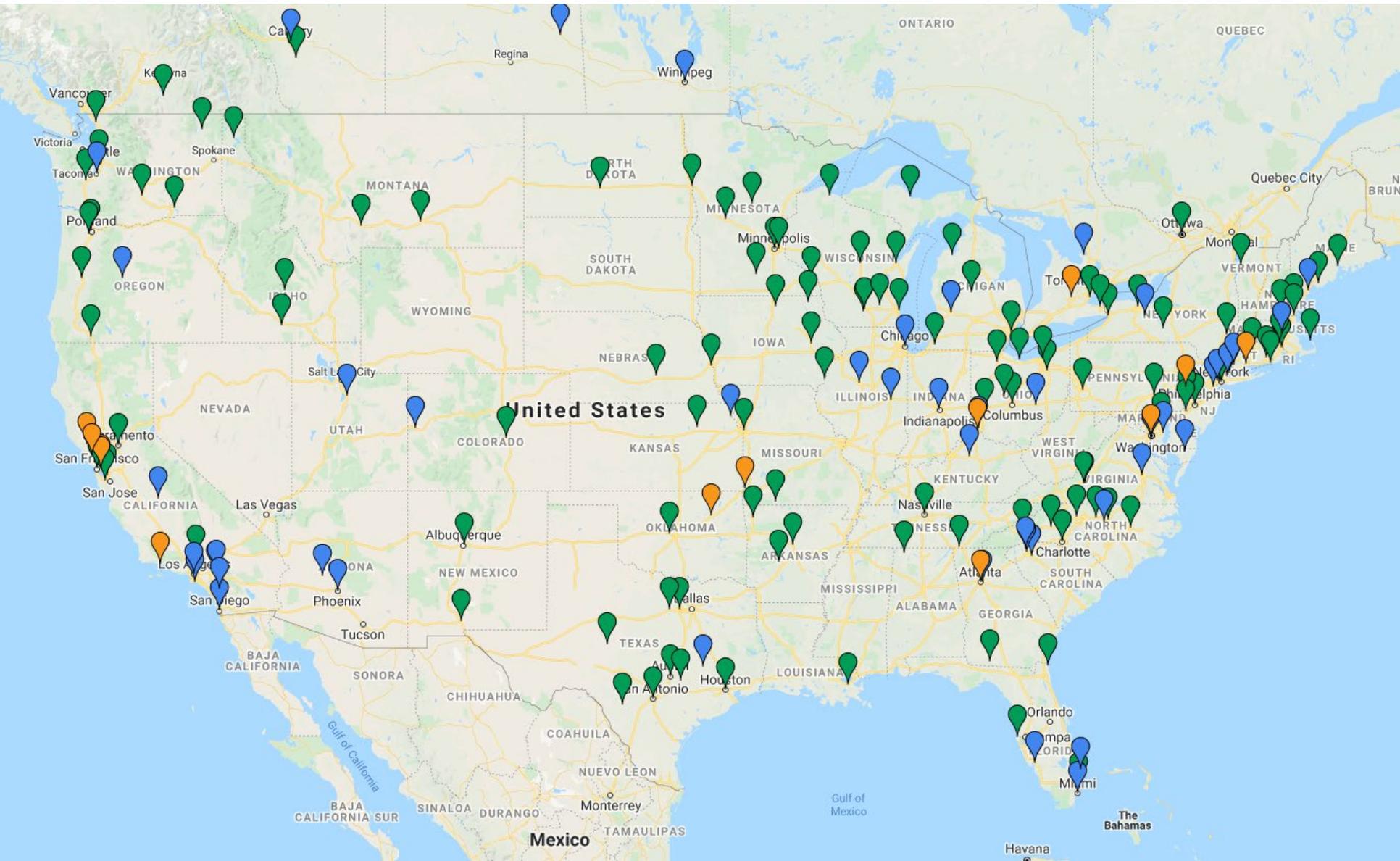


7a. Article IX Off-Street Parking

- Top Plan Commission Initiative from 2019 & 2020
 - (Second initiative in 2018)
- Requirements seen as out-of-date and in need of review
 - Evidenced by issuance of Special Exceptions
- “Zoning by Xerox”
 - Suburban in nature
 - Irrespective of local development patterns
- Associated with zoning reform to “enable better places”
 - Location and design already regulated by design guidelines in commercial district
- Direction provided to staff to draft code update at June 22, 2021 Plan Commission meeting
- Plan Commission recommendation July 27, 2021 (5-2)

Current Planning Context

- Minimums commonly reduced
- “High Cost of Free [Required] Parking”
 - Providing parking is costly to develop, yet adds little taxable value (TIF)
 - Extraneous costs as well (social and environmental)
 - Does not advance walkability, bike-ability or transit usage
 - Affordability
 - Equity & Inclusivity
- Parking *provisions* a function of the market
- Parking *location* defined by code (Commercial Guidelines)
- Requirements recently eliminated in cities



First Established in 1951 (Ordinance 688)

shall have been provided for in accordance with those designated on the approved plan.

(3) Schedule of Requirements. Off-street automobile parking facilities shall be provided as follows:

A.) For one and two family residences - one parking space per dwelling unit.

B.) For multiple family dwellings of three (3) or four (4) family units - one parking space per family unit; for multiple family dwellings of more than four (4) units - parking space equal in number to not less than eighty-seven per cent. (87%) of the number of family dwelling units therein.

C.) For hotels - one parking space for each three (3) guest or sleeping rooms, plus one (1) additional space for each five (5) employees.

D.) For tourist homes, cabins or motels - one (1) parking space for each guest or sleeping room.

E.) For Hospitals - one parking space for each four (4) beds, plus one (1) space for each staff or visiting doctor, plus one (1) space for each four (4) employees.

F.) For clinics - three (3) parking spaces per doctor engaged at the clinic, plus one additional space for each staff or visiting doctor, plus One (1) space per two (2) employees.

G.) For bowling alleys - four (4) parking spaces for each alley, plus one (1) additional space for each two employees.

H.) For theatres - one (1) parking space for each four (4) seats, plus one (1) additional space for each two employees.

I.) For churches - one parking space for each four (4) seats, plus one (1) additional parking space for each two (2) employees.

J.) For Office, Professional or Public Buildings - one (1) parking space for each separate office or tenant, plus one (1) additional space for each four (4) employees, including all occupants.

K.) Restaurants, night clubs, tea rooms, lunch counters, or the like - one (1) parking space for each four (4) employees, plus one (1) additional space

Local context

- Majority of Village developed prior to enactment
- Actual proportion of parking spaces to multi-family units in Shorewood: 0.34

PARCEL #	PROPERTY ADDRESS	NAME (OWNER)	# UNITS	REQUIRED OFF-STREET PARKING (1:1.75)	PROVIDED OFF-STREET PARKING	ACTUAL RATIO	YEAR OF CONSTRUCTION
276-0778-000	2121 E CAPITOL DR	The Annason (Katz)	63	111	12	0.19	1931
275-8987-006	1700 E RIVER PK	River Park	213	373	54	0.25	1975
237-0223-000	4442 N OAKLAND AVE	Wilshire (Shoreline)	25	44	0	0.00	1932
237-0229-000	4480 N OAKLAND AVE	(Eastmore)	24	42	0	0.00	1931
236-0006-000	4455 N OAKLAND AVE	(Blankenstein Enterprises)	24	42	0	0.00	1928
236-0005-000	4459 N OAKLAND AVE	Savannah	18	32	0	0.00	1927
240-0415-000	1428 E CAPITOL DR	(Eastmore)	21	37	0	0.00	1929
275-8987-005	1600 E RIVER PK	River Park	214	375	54	0.25	1977
240-0139-000	4221 N OAKLAND AVE	Stratford Apartments (Shoreline)	19	34	0	0.00	1928
276-0716-000	3909 N MURRAY AVE	Fountainview	102	179	90	0.88	1965
276-0714-000	3955 N MURRAY AVE	Villager (Edgewater)	48	84	47	0.98	1962
236-0449-000	4286 N WILSON DR	(Joel Pech)	4	7	6	1.50	1947
275-1000-000	3715 N OAKLAND AVE	(Heidi Netzow-Sennholz)	4	7	4	1.00	1947
235-0051-000	4400 N WILSON DR	Colonial Court (Karademias)	218	382	318	1.46	1947
			1960	3430	1166	0.34	

- Transportation and Parking Analysis (2019) showed capacity
- On-street permits available

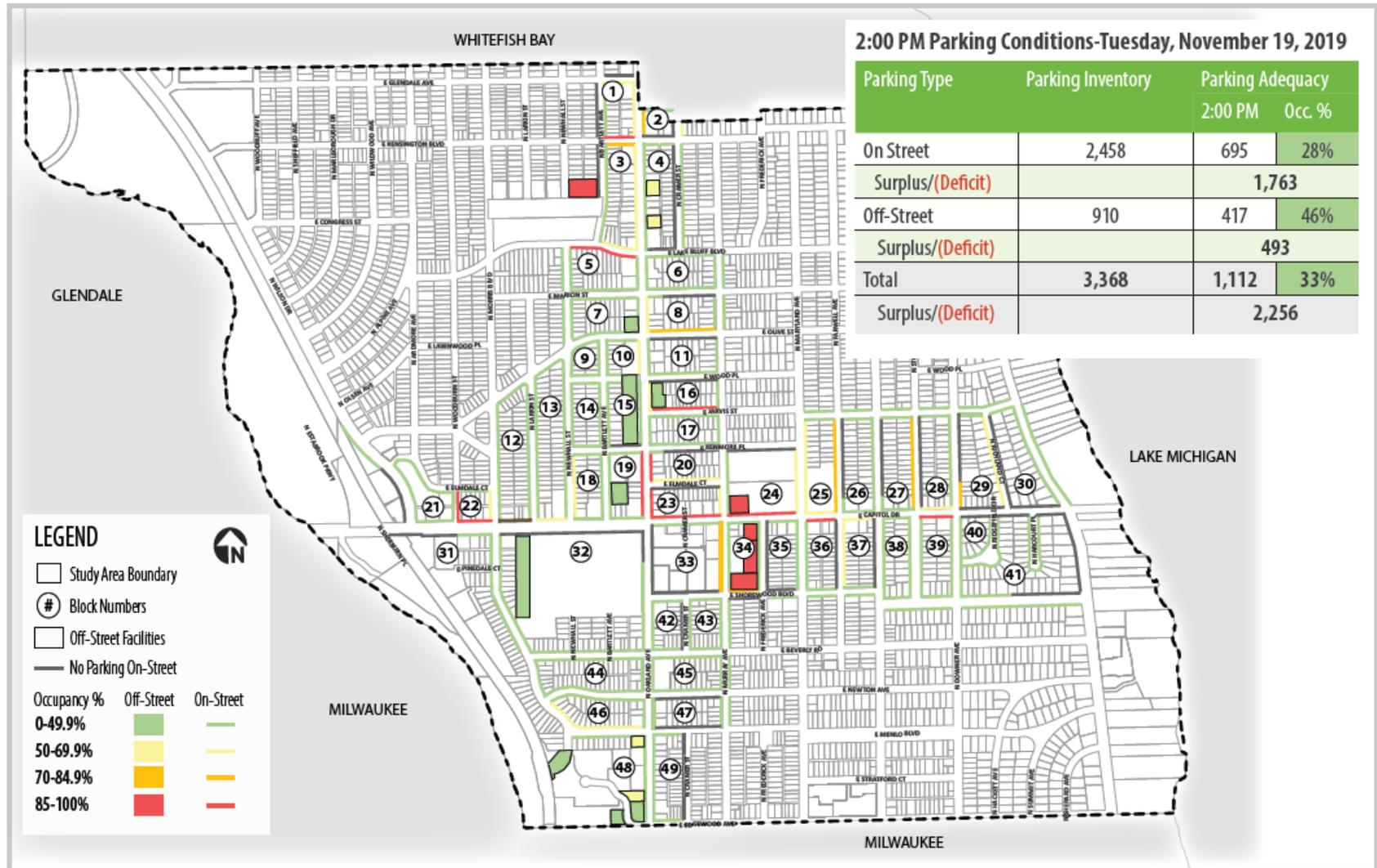


Exhibit 8: Parking Occupancy Percentage for 2:00 PM

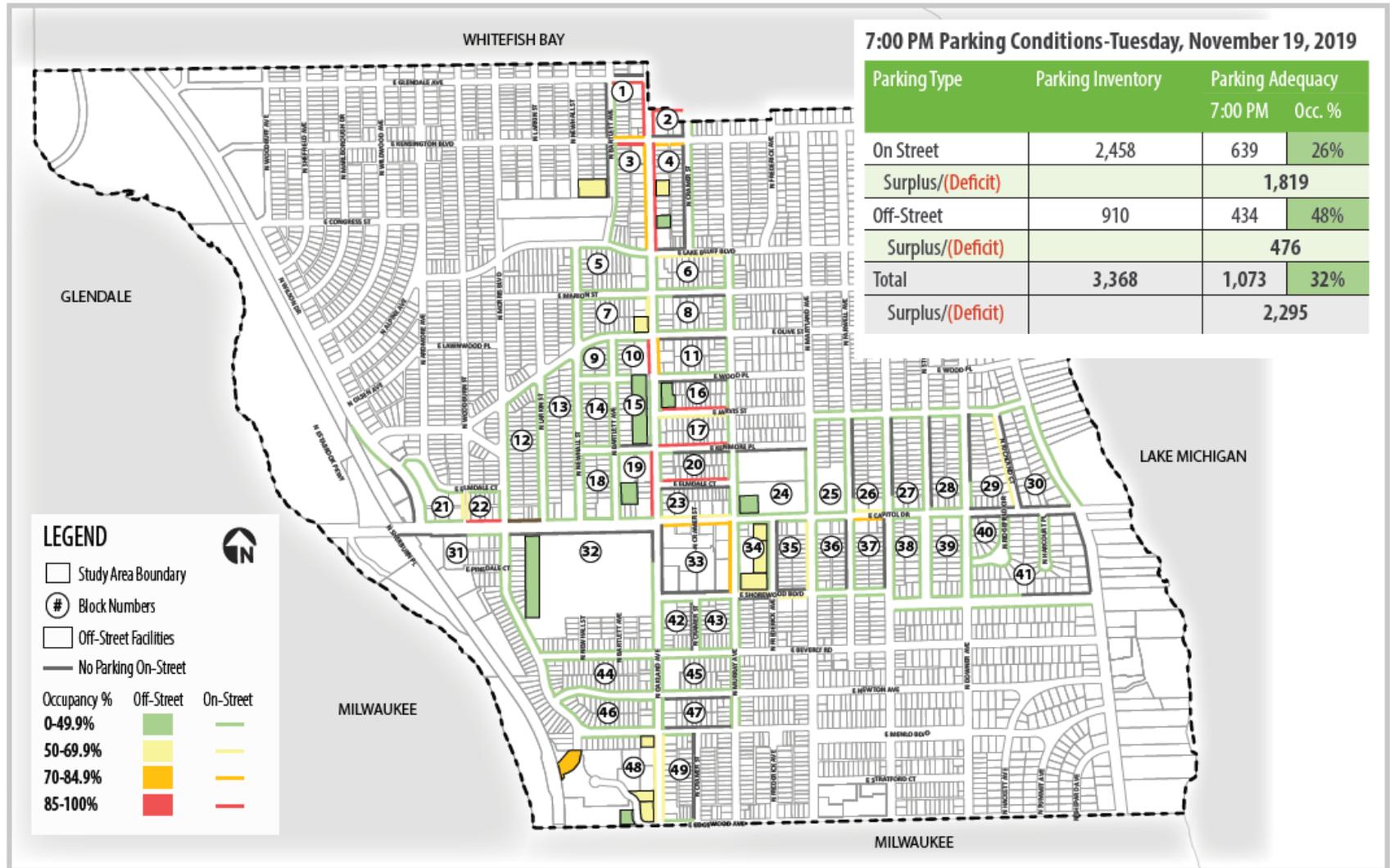


Exhibit 9: Parking Occupancy Percentage for 7:00 PM

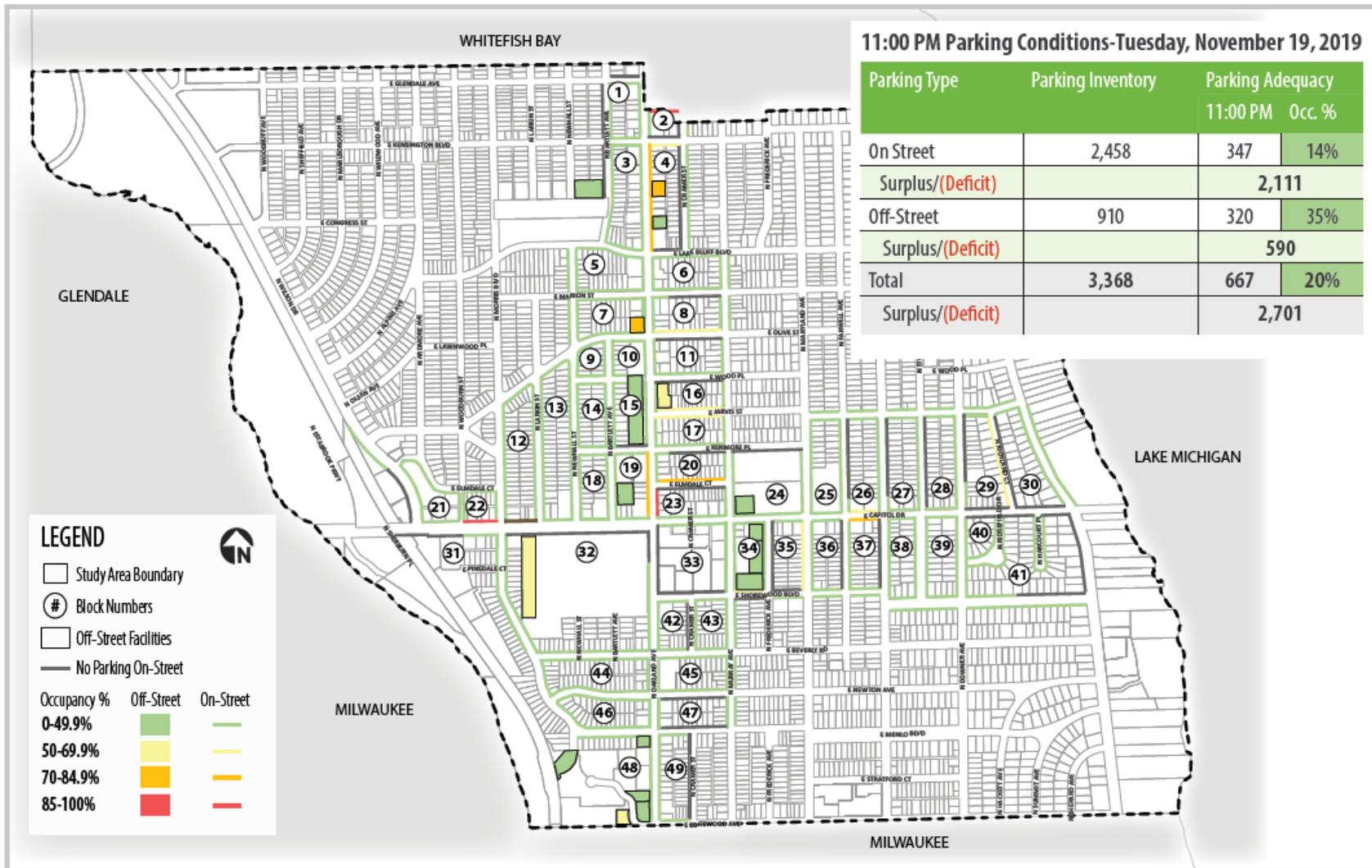


Exhibit 10: Parking Occupancy Percentage for 11:00 PM

Applicability

- Currently triggered “only” by new buildings or structures, or “substantial alterations” (535-50)
- Proposed Update
 - Consolidate 535-46 (permits) and 535-50
 - Substitute “substantial alteration” with “substantial enlargement”
 - An addition that adds 25% or more to the building’s total floor area or 2,500 sq. ft., whichever is less.
 - Removed occupancy or use permit confusion
 - Triggered by change in use classification instead

Use categories

- Consolidated from 4 categories into 3
 - Dwelling and Lodging Uses
 - Educational, Institutional and Other Assembly Uses
 - Renamed from “Schools, institutions, auditoriums and other places of assembly
 - Business District Uses
- Removed “Recreational Uses”

Ratio modifications

- Dwelling and Lodging Uses (535-47A)
 - No changes to hotels (1:1)
 - Modify multi-family dwellings to 1 per unit
 - Maintains required parking
 - Does not eliminate, as others have done
 - Recommended ratio from Congress for New Urbanism's SmartCode
 - Aligns closer with reality of built environment
 - Above City of Milwaukee requirements (1:0.67)
 - Aligns equitably with single-family and duplex requirements (1:1)
 - Recognition of special exception approvals
 - Recognition of land value and small-scale development
 - Treats all multi-family dwelling units the same
 - Only allowed in commercial zoning districts
 - No changes to single and two-family dwellings

Existing Requirements and Comparisons

Dwelling and Lodging Uses	Shorewood	Whitefish Bay	Milwaukee	SmartCode
Hotels	1:unit, plus additional spaces for accessory uses		1:1,000 sq. ft.	1:room
Commercially-zoned Multi-family B1-B5 (medium to high density)	1.75:unit	1.5:family, plus 1 space for every 10 units	.67:unit, with available reductions	1:1
Residentially-zoned Multi-family R8-R9 (low density)	1 BR – 1:unit 2BR - 1.25:unit 3BR – 1.5:unit Guest - 1:10 units	1.5: family, plus 1 space for every 10 units	1:1, with available reductions	1:1.5
One- and Two-Family dwellings	1:unit		None	

Ratio modifications

- Educational, Institutional and Other Assembly Uses (535-47B)
 - Creates general requirement
 - One space for every 500 sq. ft. of floor area or five seats at maximum capacity
 - Maintains separate requirements for:
 - Hospitals and nursing homes
 - One space for every four beds, plus one parking space for each four employees
 - Schools
 - Primary – one space for each faculty member/employee
 - Secondary – one space for every seven students and one space for each four faculty members/employees

Existing Requirements and Comparisons

Assembly Uses	Shorewood	Whitefish Bay	Milwaukee
General Assembly	1:5 seats or 90 linear inches of seating space		
Primary Schools	1:employee		None
Secondary Schools	1:7 students, plus 1:employee	HS - 1:5 students College – 1:2 students	None
Churches	1:6 seats or 108 inches of seating space		1:6 seats
Libraries	1:500 sq. ft.		None
Funeral Homes	1:100 sq. ft.	1:6 seats	1:100 sq. ft.
Hospitals	1:4 beds, plus 1:doctor, plus 1:4 employees		1:4 beds
Nursing homes	1:6 beds, plus 1:4 employees		1:4 beds

Ratio modifications

- Business District Uses (535-47C)
 - Creates general requirement
 - One space for every 500 sq. ft. of floor area above 2,500 sq. ft.
 - Threshold acknowledges small-scale, built environment
 - 2,500 sq. ft. aligns with “substantial enlargement”
 - Maintains separate requirements for:
 - Auto service stations – One parking space for each island of gasoline pumps, plus three spaces for each service stall
 - Medical, dental and veterinary clinic – By conditional use, with guidance of four spaces per practitioner

Existing Requirements and Comparisons

Office/Retail	Shorewood	Whitefish Bay	Milwaukee
General Office	1:250 sq. ft.	1:250 sq. ft.	1:500 sq. ft. (first 2,000 sq. ft.), 1:1000 sq. ft. (above 2,000 sq. ft.)
General Retail	1:250 sq. ft.	1:300 sq. ft.	1:1,000 sq. ft. (max 3.5:1,000 sq. ft.)
Personal Services (beauty parlors)	1:100 sq. ft.	2:station, but not less than 1:250 sq. ft.	General retail
Banks	1:300 sq. ft., plus 1:employee	1:250 sq. ft.	
Medical Offices	4:doctor, plus 1:employee	1:200 sq. ft.	General office
Restaurants	1:50 sq. ft.	1:150 sq. ft.	General retail

Adjustments to Requirements (535-47D)

- Reduction for immediately adjacent on-street parking
- No credit for transit access, full district qualifies

General Requirements (535-49)

- Allowance for “tandem” spaces
- Removal of wheel stop requirements
 - Consider removal of “Exception” clause within
- Screening of parking lots triggered by new occupancy
 - To be reviewed by Design Review Board
- Allowance for up to 2 vehicle parking spaces on residential property, subject to required green space
- Removal of rear and side-yard screening

Special Exceptions (535-51)

- Include notice and public hearing requirements.
 - Same as Conditional Use Permit
 - Class II publication
 - 200 ft. radius mailing



VILLAGE OF SHOREWOOD

REPORTS AND PRESENTATIONS TO VILLAGE BOARD

Agenda Item: Consider proposal for Lake Drive (STH 32) green infrastructure feasibility review (meeting #5)

Date: September 8, 2021

Presenter: Leeann Butschlick, Director

Department: Public Works

History – *Please include a timeline of historical relevant events related to this agenda item. This may include previous Village Board action, policies, planning documents, etc. If able, hyperlink to previous agenda packets (include page number) to reference information. If there is no relevant history, N/A should be entered in this space.*

4/16/2018	With WisDOT approval, Village Board approves reconfiguration of Lake Drive from four to two driving lanes.
5/11/2020	WisDOT approves Kapur Associates project design scope
6/15/2020	Village Board approves revised State and Municipal Agreement for Lake Drive reconstruction.
10/19/2020	WisDOT representative presents October 15, 2020 design options letter to Village Board
12/8/2020	WisDOT representative presents design options letter to Village Board which includes replace-in-kind option and acknowledges Village Board unanimous desire to maintain roadway in current configuration.
5/25/2021	WisDOT holds virtual Public Information Meeting #1
7/2021	WisDOT issues project update letter to Shorewood residents which states focus on maintaining current roadway width of 44 feet.

Agenda Item Discussion – *Please provide a summary of the agenda item along with bullet points highlighting the main items and key issues to be discussed.*

In 2013, the Village published its [Guidebook for Green Infrastructure](#). Since that time, all Village capital improvement projects have been evaluated during the design engineering phase for green infrastructure feasibility.

WisDOT has relayed that all costs (evaluation, engineering and construction) related to GI are non-participating and will be 100% Village cost. At the Village's request, Kapur, Inc., the project design engineer, has provided the attached proposal.

Fiscal Note – *If applicable, please address the financial impacts of the item.*

As of this date, the Village's estimated share of the Lake Drive reconstruction is \$277,500 (design plus reimbursable) plus utility costs, currently broadly estimated at \$4.6 million. These costs have been included in the 2021-2030 Long Rang Financial Plan.

Community and Business Outreach – *If applicable, did you notify the community groups and businesses that are directly impacted by this agenda item. Please specify in attached communication plan how community groups and businesses will be informed of action after Village Board consideration.*

Yes

No

If Yes, identify how and what community groups and businesses were notified.

Conservation Committee members have been notified of this item.

Action Required / Recommended – *Please include the recommended motion or possible actions for this agenda item.*

Suggested motion: *“I move acceptance of the Kapur, Inc. proposal for professional engineering services for Lake Drive (Edgewood Avenue to Kensington Boulevard) green infrastructure feasibility study in the amount of five thousand nine hundred forty-two dollars and no cents (\$5,942.00).”*

Attachments – *Please list the following attachments and supporting documents for this agenda item. Some attachments may be hyperlinked. Include Fiscal notes, if applicable, as the first attachment following this memorandum. Attachments may include: agreements/contracts, presentation materials, letters, service proposals, etc.*

1. Kapur proposal

September 1, 2021

Rebecca Ewald
Village Manager
Village of Shorewood
3930 N Murray Avenue
Shorewood, WI 53211

RE: **Contract for Professional Engineering Services
Lake Drive (Edgewood Avenue to Kensington Boulevard)
Green Infrastructure Feasibility Study**

Dear Ms. Ewald:

Kapur & Associates, Inc. (Kapur) is pleased to submit this proposed contract and scope of work to the Village of Shorewood, WI (Client) for professional engineering services for the referenced project on Lake Drive.

SCOPE OF SERVICES

Kapur's scope of services includes the following tasks in accordance with your August 25, 2021 email.

Task 1: Green Infrastructure Evaluation

Evaluate and identify Green Infrastructure opportunities and Best Management Practices (BMPs) within the Lake Drive right-of-way between Edgewood Avenue and Kensington Boulevard. It is assumed that improvements would be constructed in conjunction with WisDOT's pavement replacement project. Analyze solutions for storage and removal. A technical kick-off meeting with Village staff is included in this task. Up to two (2) consultant staff members will attend the kick-off meeting. One (1) site visit is included in this task.

Task 2: Probable Construction Cost Estimates

Develop probable construction cost estimates for Green Infrastructure solutions that are determined to be feasible in Task 1.

Task 3: Funding Mechanisms

Determine if the Green Infrastructure solutions identified in Task 1 are grant eligible. Evaluate funding mechanisms and opportunities.

Task 4: Feasibility Summary Report

Prepare a technical memorandum summarizing the feasibility of Green Infrastructure solutions. Provide a matrix to document the results of Tasks 1, 2, and 3. Attendance for up to two (2) consultant staff members at one (1) technical meeting with Village staff is included in this task to share the results.





While the following items are not included, these services could be added via a contract amendment:

- Presenting findings and preparing a presentation for the Conversation Committee and/or Village Board
- Providing field survey of existing features
- Performing design and TSS removal calculations
- Preparing construction plans
- Assembling bidding documents and coordinating with contractors
- Applying for grants and permits on behalf of the Village

SCHEDULE

Kapur will complete the above scope of work by December 31, 2021.

FEES AND BILLINGS

The professional fees to complete the above scope of work will be a lump sum of **\$5,942** as shown in the attached Fee Breakdown Chart. Compensation in excess of the total contract amount shall not be allowed unless approved by a written contract amendment.

ACCEPTANCE

If this proposed contract is acceptable, please sign and date this original copy on Standard General Contract Terms and return it to our office. Thank you for the opportunity to submit this proposed contract. My team is looking forward to continuing work with you on this project. Should you have any questions, or require further information, please call me at (414) 751-7230.





STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

Article 1 Scope of Services

ENGINEER shall provide CLIENT with services in connection with the Project as described in Scope of Services. ENGINEER shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with the ENGINEER's service.

Unless otherwise specifically included in the proposal, ENGINEER's scope of services does not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of the land, air or water.

Article 2 Schedule of Services

ENGINEER shall start and complete work as set forth in the Scope of Services. ENGINEER shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of ENGINEER's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement.

Article 3 CLIENT's Responsibility

CLIENT shall do the following in a timely manner so as not to delay the service of ENGINEER:

3.1 Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints.

3.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the ENGINEER may use and rely upon in performing the services under this Agreement. Verification of the accuracy and completeness of any information provided by the CLIENT is beyond the scope of this agreement.

Article 4 Payment Terms

CLIENT agrees to pay all fees within 45 days of the date of the invoice. Balances due over 45 days will be assessed an interest rate of 1.5 % per month. CLIENT agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

CLIENT understands and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits or secure financing for the project.

Article 5 Term and Termination

ENGINEER's obligation to render services under this Agreement will extend for a period that may reasonably be required for the services to be provided, including extra work and required extensions. If CLIENT fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed or suspended by CLIENT for more than three months for reasons beyond ENGINEER's control, ENGINEER may, after giving seven days' written notice to CLIENT, suspend or terminate services under this Agreement.

If payment is not received within 45 days of the date of invoice, ENGINEER reserves the right, after giving seven days' written notice to CLIENT, to suspend services to the CLIENT or to terminate this Agreement. ENGINEER shall not be liable to CLIENT or any third parties for any damages caused by the suspension or termination of work for non-payment. CLIENT may terminate this Agreement for any reason or without cause upon 30 days' written notice to ENGINEER. If any work covered by this Agreement is suspended, terminated or abandoned for any reason other than ENGINEER'S breach of the Agreement, the CLIENT shall compensate the ENGINEER for

services rendered to the date of written notification of such suspension, termination or abandonment.

Article 6 Indemnity

CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent or intentional acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

Article 7 Ownership and Copyright of Documents

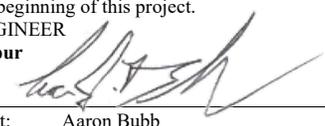
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional service for the purpose of purchasing or identifying property or constructing the project. Reuse or modification of any such documents by CLIENT, without ENGINEER's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages and expenses, including attorneys' fees, arising out of such use by CLIENT or by others acting through the CLIENT.

Article 8 Electronic Media

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic formats, or other types of information furnished by ENGINEER to CLIENT such as text, data or graphics, are only for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software applications packages, operating systems or computer hardware differing from those in use by ENGINEER at the beginning of this project.

ENGINEER

Kapur

By: 
Print: Aaron Bubb
Title: Associate Project Manager
Date: September 1, 2021

The above and foregoing proposal is hereby accepted and ENGINEER is authorized to proceed with the work.

CLIENT

Village of Shorewood

By: _____
Print: _____
Title: _____
Date: _____





LAKE DRIVE GREEN INFRASTRUCTURE FEASIBILITY STUDY

CIVIL ENGINEERING FEE BREAKDOWN CHART

Task Description	Project Manager	Project Engineer II	Staff Engineer	Total Cost
	\$159.00	\$112.00	\$91.00	
	hours	hours	hours	
Task 1 - Green Infrastructure Evaluation				
Technical Kick-Off Meeting	1	2		\$383.00
Evaluate and Identify Green Infrastructure Opportunities and BMPs		2	8	\$952.00
Analyze Solutions for Storage and Removal		2	8	\$952.00
Site Visit		4		\$448.00
Subtotals Task 1				\$2,735.00
Task 2 - Probable Construction Cost Estimates				
Develop Probable Construction Cost Estimates	1		6	\$705.00
Subtotals Task 2				\$705.00
Task 3 - Funding Mechanisms				
Determine Grant Eligibility		4		\$448.00
Evaluate Funding Mechanisms and Opportunities		4		\$448.00
Subtotals Task 3				\$896.00
Task 4 - Feasibility Summary Report				
Prepare Technical Memorandum		4		\$448.00
Create Summary Matrix			8	\$728.00
Report QA/QC	1			\$159.00
Attend Technical Meeting with Village to Share Results	1	1		\$271.00
Subtotals Task 4				\$1,606.00
Project Total Cost for Scope of Services				\$5,942.00



VILLAGE OF SHOREWOOD

REPORTS AND PRESENTATIONS TO VILLAGE BOARD

Agenda Item: Review the RFP for Police Chief recruitment services.

Date: September 8, 2021

Presenter: Rebecca Ewald

Department: Village Manager's Office

History – Please include a timeline of historical relevant events related to this agenda item. This may include previous Village Board action, policies, planning documents, etc. If able, hyperlink to previous agenda packets (include page number) to reference information. If there is no relevant history, N/A should be entered in this space.

1. July 31, 2021 – Village received resignation notice from Chief Nimmer.
 2. August 27, 2021 – Police Commission approved Thomas Liebenthal as interim acting chief.
-

Agenda Item Discussion – Please provide a summary of the agenda item along with bullet points highlighting the main items and key issues to be discussed.

The Village of Shorewood is embarking on hiring a new police chief. From a high level perspective this process will include the following next steps: retain a consultant to recruit for the position, conduct a recruitment and select a chief. In the first step, retaining a consultant to recruit for the position, the Village Board is responsible for approving the RFP for police chief recruitment and authorizing funds to pay for services, an unforeseen expenditure not previously budgeted requiring approval pursuant to the [Policy 21 Purchasing and Accounts Payable](#).

On 9/2 the Village Manager's Memo, Village website, Village social media outlets shared a draft of the RFP for police chief recruitment services. President McKaig also conducted two meetings with Police Department personnel to review the next steps and opportunities for all stakeholders to provide feedback.

A new email address has been created for all written public comments and feedback on this topic policechiefrecruitment@shorewoodwi.gov. All comments received to this email by September 13 at noon will be compiled and forwarded to the Village Board for their review in advance of approving the RFP along with any recommendations forthcoming from the Human Relations Commission and Police Commission on the dates below. All of the meetings below are open to the public and each meeting listed will provide stakeholders the opportunity to provide verbal feedback on the RFP.

In keeping with the values of the organization and leadership and in response to public interest, the goal is to make the process of selecting a new police chief transparent and accessible. So far, this includes regular communication about every step of the process- beginning to end, creation of opportunities for public participation, complete stakeholder list and communication strategies to engage them.

We have created an initial list of stakeholder groups. We will use digital and print communication channels to engage them throughout the process. The list includes: Police Commission, Village Board, Public Safety Committee, Human Relations Commission, citizen groups, Police Department employees, Village employees, Shorewood School District, Shorewood Business Improvement District, Milwaukee County Dismantling Barriers Team, community at large, Friends of Atwater Beach, Senior Resource

Center, Shorewood Public Library, Friends of Estabrook Park, neighboring police departments and Village religious institutions (churches and schools).

Stakeholders are encouraged to participate in the RFP review process. Here are the opportunities to provide comments on the draft RFP for recruitment services:

- Written comments submitted via email to policechiefrecruitment@shorewoodwi.gov by September 13 – noon CST
- Village Board Meeting - September 8 at 7:30 p.m. via zoom
- Human Relations Commission – September 9 at 6:30 p.m. via zoom
- Police Commission Meeting – September 15 at 5:30 p.m. via zoom

An overview of the process and steps can be found on the Village website [here](#). Stakeholders that desire to receive notification of upcoming opportunities to participate in process and be made aware of meetings and public input opportunities are encouraged to sign up via [Notify Me](#) on the Village website. The webpage will be updated as more information becomes available and key actions steps featured in the Village Manager’s memo and Village social media outlets.

Following the deadline for proposal submission, all proposals will be uploaded to the website for public review. Stakeholders will again be provided the opportunity to provide written comments through the policechiefrecruitment@shorewoodwi.gov and provided the opportunity to provide verbal comments at future meetings.

In keeping with practice related to RFP submittal review, recommendation and approval, this RFP will be assigned to the Public Safety Committee. At the direction of President McKaig, the Public Safety Chair is asked to convene a panel of reps from Public Safety Committee, Human Relations Commission, Police Commission, and Village Manager’s Office to review the proposals and public comments received as a group. They are asked to bring the Village Board a recommendation on 9/20. Comments received by the public will compiled and provided to this group for review prior to providing a recommendation to the Village Board in accordance with the timeline outlined within the RFP.

Community and Business Outreach – *If applicable, did you notify the community groups and businesses that are directly impacted by this agenda item. Please specify in attached communication plan how community groups and businesses will be informed of action after Village Board consideration.*

Yes No

If Yes, identify how and what community groups and businesses were notified:

The Village Manager’s Office met with President McKaig for initial direction and community and business stakeholders have been engaged via the 9/2 Village Manager’s Memo, website and social media as referenced above.

Action Required / Recommended – *Please include the recommended motion or possible actions for this agenda item.*

No action will take place at this meeting. The Village Board will review and provide comments on the draft RFP and process. The Board will also provide the public the opportunity to provide verbal comments at this time.

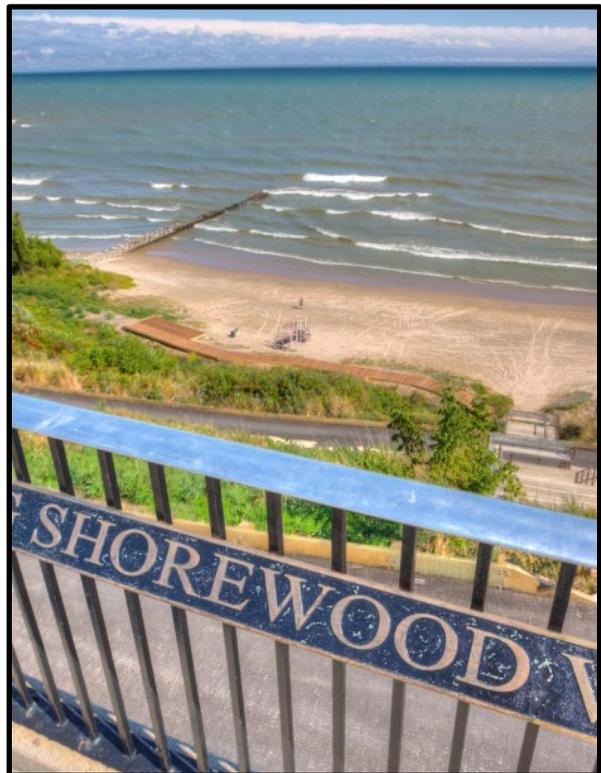
All written comments submitted, actions from the Human Relations Commission and Police Commission, along with a summary of all verbal comments will be provided to the Village Board in advance of their September 20 Village Board meeting in which the draft RFP will be considered. Based upon the comments received staff will prepare a redlined draft of the RFP to assist the Board with possibilities for additional consideration on September 20. All comments and redlines draft will be provided in the regular September 20 Village Board meeting packet available online.

Attachments – *Please list the following attachments and supporting documents for this agenda item. Some attachments may be hyperlinked. Include Fiscal notes, if applicable, as the first attachment following this memorandum. Attachments may include: agreements/contracts, presentation materials, letters, service proposals, etc.*

1. Draft – Services for Police Chief Recruitment

REQUEST FOR PROPOSALS

POLICE CHIEF RECRUITMENT SERVICES



REQUEST FOR PROPOSALS

Police Chief Recruitment Services

Release Date: Monday, September 20, 2021

Closing Date: Wednesday, October 13, 2021 by 4:30 PM
All RFP's must be received by the closing date and time.

Contact Person: Tyler Burkart
Assistant Village Manager
414-847-2705
tburkart@villageofshorewood.org

Village of Shorewood
3930 N. Murray Avenue
Shorewood, WI 53211

I. INTRODUCTION

The Village of Shorewood is seeking services from a qualified executive search firm to assist the Village Board in recruiting candidates for the vacancy of Police Chief.

II. BACKGROUND

The Village of Shorewood, incorporated in 1900, is a border suburb of Milwaukee located between Lake Michigan and the Milwaukee River. Today, the community is a fully developed community of approximately 13,859 people. It covers an area of approximately 1.6 square miles making Shorewood the most densely populated community in the State of Wisconsin.

The community is primarily residential with a diverse mixture of single-family homes, duplexes and apartments. The community boasts a revitalized and vibrant business district centered on the main streets of North Oakland Avenue and East Capitol Drive. There is no industrial development within the community. Open space and parkland comprise approximately 130 acres or 13% of the community's land area.

The Village currently operates with the following departments: Police, Planning and Development, Finance, Clerk's Office, Public Works, the Senior Resource Center, and the Shorewood Public Library. The North Shore communities, with Shorewood included, have consolidated services for Fire/Rescue, Dispatch and Health. The total Village budgeted expenditures for FY2021 is approximately \$30.1 million (including General Fund, General Capital, Debt Service, all Enterprise Funds, TID, and all Utility Funds).

The Village of Shorewood has operated with a Village Manager since 1928. The current Village Manager Rebecca Ewald has been Village Manager for 3 years since 2017. The outgoing Village Chief is Peter Nimmer, who has held the position of Police Chief for the last 6 years. The Village is governed by an elected Village Board consisting of a President and six Trustees. All elected officials serve three year terms on a staggered schedule and are elected by the Village

at-large. The Village Board appoints the Village Manager, who is responsible for the day-to-day operation of the Village, as well as implementation of Board policies. Many residents take an active role in the community, indicated by the large number of volunteers who serve on various boards, commissions and committees.

The Police Department is budgeted for 1 Police Chief, 2 Captains, 5 Sergeants, 15 Police Officers, and 2 Detectives. The department also has an Administrative Services Manager, a Public Safety Clerk, and 2 Community Service Officers. The department moved into a new space at 4057 N. Wilson Dr. that was renovated to meet the needs of our Police Department and assist their operations in 2017. There are a total of 17 officers who make up the police union. A five person Police Commission is appointed by the Village President. The commission is concerned with police personnel matters. It prepares an eligibility list of job applicants for police positions following a prescribed examination and selection procedure. The commission also approves promotions and reviews certain disciplinary action

More information can be found on the village website at <http://www.villageofshorewood.org>.

III. SCOPE OF SERVICES

The following summarizes the scope of services needed for the Police Chief recruitment process:

- Have a preliminary meeting with the Police Commission to discuss process, recruitment strategy and answer questions about the process.
- Meet with the Police Commission, the Village Board, the Village Manager, the Human Relations Commission, department heads, and/or stakeholder groups as necessary to facilitate the development of an appropriate candidate profile and list of priorities for the new Police Chief.
- Convene a public meeting so the residents can provide their comments and thoughts about attributes they want in the Police Chief.
- Develop and administer a search for appropriate candidates by using a position announcement and applicable job posting resources. Incorporate recruitment methods that will recruit a talented candidate pool with a diverse background and a strong track record of community engagement.
- Answer questions from candidates and collect application materials.
- Review all application materials received, comparing them to the candidate profile and perform screening interviews, psychological testing, etc. as needed.
- Select the most qualified candidates based on the candidate profile developed and setup interviews for candidates with the Police Commission; provide a written report summarizing the overall candidate pool and the qualifications of those to be interviewed.
- Include steps in the selection and hiring process that evaluates a candidate's ability to integrate community-based policing principles; prioritize equity, diversity and inclusion in the Police Department organization and community; actively engage with residents and community groups; assess and implement policing best practices and innovative solutions to meet the demands of the Shorewood community.
- Advise the Police Commission on interview strategies and appropriate questions to ask candidates; attend the interview sessions and assist the Police Commission in narrowing the candidate pool to finalists.

- Conduct complete background check on finalist candidates and advise the Police Commission of the results.
- Facilitate the final interview process and assist the Police Commission to make a selection as needed.
- Assist with employment contract negotiations.
- Provide guidance on the transition of the Police Chief position.
- List and provide any optional services that are recommended for the Village's process – if so, please identify each additional cost for every optional service you recommend or propose performing.

The Police Commission would like the ability to remain flexible throughout the process and may change the outlined process depending on the candidate pool or other circumstances.

IV. PROPOSAL CONTENT AND REQUIREMENTS

The proposal should provide a concise description of the proposer's capabilities to satisfy the requirements for each deliverable specified in the Scope of Services. If your firm cannot fulfill a requirement, please include a section that explains why and how you can still provide this service adequately. While additional information may be presented, the items listed in Scope of Services must be completely addressed in your proposal. Submit an electronic copy in PDF via email to tburkart@villageofshorewood.org.

The proposal should include the following:

Transmittal Information

- Firm's name, address, telephone number and contact person.
- Firm's confirmation of understanding of the services and commitment to provide the appropriate personnel and equipment to perform the scope of services as defined in this document.

Approach

- Provide a description of the anticipated services.
- Outline your proposed staffing levels and activities.
- Clarify how your process will recruit and select candidates who possess community-based policing principles; prioritize equity, diversity and inclusion in the Police Department organization and community; actively engage with residents and community groups; assess and implement policing best practices and innovative solutions to meet the demands of the Shorewood community.
- Provide estimated hours for all tasks. Include any optional services not listed in this RFP that would be important to the Police Chief recruitment and hiring process.

Experience

- Identify professional registrations or certifications of personnel performing services.
- Add description of related past experience, particularly experience of a similar capacity on projects of comparable size and/or scope.

Cost

- Include a table such as the one illustrated in Attachment A that outlines an estimated cost and hours for each service listed.
- Include a proposed payment schedule and clarify the cost is a do not exceed.

Contract

- Attach a copy of your standard contract (if available) for these types of services in the proposal.
- Review the terms and conditions in this RFP and confirm in your proposal if you would be able to adhere to all the terms and conditions listed from the Village.

Insurance

- Include either a description of the firm’s insurance or a certificate of insurance outlining the firm’s insurance policies.
- Description must show compliance with the requirements noted in the Terms and Conditions section of this RFP.

Examples of Work

- Provide up to three different examples of programs or services you’ve performed for other municipalities.
- The work should demonstrate a high-quality service.

References

- Provide references of current or previous clients you have worked with in the past.
- It is highly recommended to include at least one municipality (preferably several municipalities) as a reference.

V. SELECTION PROCESS

RFP Issued	September 21, 2021
Deadline to schedule a pre-meeting (if needed)	September 29, 2021
Deadline to conduct a pre-meeting (if needed)	October 6, 2021
Proposals due	October 13, 2021
Interviews and Review of Proposals	October 18 – 27, 2021
Review Proposals at Village Board and Make Recommendation	November 1, 2021
Finalize Service Agreement with Firm	November 10, 2021
Village Board Considers Service Agreement	November 15, 2021

VI. TERMS AND CONDITIONS

The Village requests the following terms and conditions to be included in the service agreement:

Village Costs

The Village will pay the Service Provider for the services provided as described. Such payment shall be full compensation for all services rendered and for all supervision, labor, liability insurance, and other incidental costs.

Payment Terms

The Village will be responsible for following the payment schedule outlined by the selected Service Provider. Village will make payment as long as it receives invoice at least thirty days prior to outlined payment schedule and Service Provider successfully completed services as outlined.

Insurance

The successful firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Village. Such insurance shall be primary. Prior to execution of the written contract, the successful firm shall furnish the Village with a Certificate of Insurance listing the Village as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement. Failure to submit an insurance certificate, as required, can make the contract voidable at the Village's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by Village of Shorewood.

Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

Assignment or Subcontract

The contract may not be assigned or subcontracted by the firm without the written consent of the Village. If all or a portion on the contract work is proposed to assigned or subcontracted, the name of the individual(s) to complete the work, address and firm proposed shall be submitted within the scope of the proposal.

Independent Contractor Status

The firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

Indemnification and Defense of Suits

The firm agrees to indemnify, hold harmless, and defend the Village, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the firm, its employees, agents or subcontractors.

Contract Period and Termination of Contract

The contract period will be ongoing until all services outlined in the scope of services is completed. The Village reserves the right to cancel this Agreement within (30) days written notice. If the Service Provider elects to cancel the Agreement, it must provide (30) days written notice and it must be mutual between the Village and the Service Provider. If the Service Provider cancels this Agreement after advance payment for services has been rendered per the terms, the Service Provider will only be compensated on a pro-rata basis for actual work performed, and any remaining advance payment will be returned to the Village.

Professional Services Contract

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the firm's technical and price proposals, and any other written offers/clarifications made by the firm and accepted by the Village, will be incorporated into a contract between the Village and the firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Village Board, execution of the contract by the proper Village officials, and delivery of the fully-executed contract to the firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful firm. The contract may be amended only by written agreement between the firm and the Village of Shorewood.

VII. SELECTION CRITERIA

The Village will consider the following in evaluation and selection of the proposals:

- General understanding of the scope of services.
- Quality and content of the written proposal.
- Experience and technical competence associated with the scope of services requested.
- Ability to execute recruitment strategies and selection criteria that measures a candidate's knowledge of community-based policing, EDI principles, and other areas identified in the finalized candidate profile.
- Ability to perform the scope of services within an appropriate time frame and necessary parameters.
- Cost to execute the services.

VIII. INSTRUCTIONS TO FIRMS

Submittal Instructions

- Please provide (1) digital copy of the proposal via email only to:
Project Manager: Tyler Burkart, Assistant Village Manager, Village of Shorewood
Email: tburkart@villageofshorewood.org
Identify proposal name into subject line of email: Police Chief Recruitment Services
Deadline: 4:30 p.m. CST, Wednesday, October 13, 2021
- Proposals will be accepted on or before the deadline identified above. Proposals received after that date and time will be rejected. Proposals will not be opened publicly.
- Questions regarding this RFP should only be directed to staff member identified above. Contact with elected officials, committee members and other staff members is grounds for disqualification.

This RFP does not commit the Village to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The Village reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the Village of Shorewood to do so.

Amendments

Amendment of proposals may be done as follows:

By Village: Proposals may be amended by the Village in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be mailed to prospective vendors.

By Firm: Proposals may only be amended after receipt by the Village by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the Village.

Proposals may be withdrawn only in total, and only by a written request to the Village prior to the time and date scheduled for opening of proposals.

Contract Administration

The staff member is the primary contact for contract administration of this proposal:

Tyler Burkart, Assistant Village Manager
tburkart@villageofshorewood.org
414-847-2705

In the absence of the primary contract, the secondary contact for contract administration is:

Rebecca Ewald, Village Manager
rewald@villageofshorewood.org
414-847-2701



VILLAGE OF SHOREWOOD

REPORTS AND PRESENTATIONS TO VILLAGE BOARD

Agenda Item: Consider next steps on Atwater Beach Lifeguard RFP.

Date: September 8, 2021

Presenter: Tyler Burkart, Assistant Village Manager **Department:** Village Manager's Office

History – *Please include a timeline of historical relevant events related to this agenda item. This may include previous Village Board action, policies, planning documents, etc. If able, hyperlink to previous agenda packets (include page number) to reference information. If there is no relevant history, N/A should be entered in this space.*

1. 2003 – Shorewood Recreation announces this is their last year to provide lifeguards to the Village.
2. 2004-2011 – No lifeguards present at Atwater Beach.
3. 2012-2016 – Milwaukee County provides lifeguard services for the Village of Shorewood through a contractual agreement.
4. Spring 2017 – Milwaukee County informed the Village of Shorewood they could no longer provide lifeguard services to Atwater Beach due to the inability to recruit enough lifeguards.
5. July 2017 – Village enters agreement with agency that provides crossing guards to hire temporary security guards down at Atwater Beach for the remaining summer months.
6. January 2018 – Village hires Coastline Services, LLC to provide lifeguard services for the summer 2018 season ([link](#)).
7. January 22, 2019 – Village Board authorizes staff to issue RFP for Atwater Beach Lifeguards ([link](#)).
8. January 23, 2019 – Village posts RFP ([link](#)).
9. February 13, 2019 – Proposals due to the Village. Village only receives one response. Milwaukee County Parks was not interested in submitting a proposal.
10. March 18, 2019 – Village enters into a three-year agreement with Coastline Services, LLC ([link](#)).
11. June 21, 2021 – Village Board authorizes staff to initiate RFP process for Atwater Beach lifeguard services after Coastline Services, LLC informs the Village this will be their final year of service ([link](#)).
12. August 16, 2021 – Village staff presents consideration of new Atwater Beach lifeguard proposal. Village Board asks staff to continue working with vendor on finalizing agreement with feedback and identify financial impact of costs related to vendor's requests to have a telephone and WiFi hotspot available ([link](#)).

Agenda Item Discussion – *Please provide a summary of the agenda item along with bullet points highlighting the main items and key issues to be discussed.*

CURRENT UPDATE: Village staff worked with Bayside IT to estimate costs for the telephone plan and WiFi hotspot. Bayside IT estimates a one-time cost of \$500 for these improvements as well as an annual cost of \$750. Staff has yet to be informed by the vendor if they performed a site visit as requested by the Village Board during the August 16 meeting. In addition, the Village received word of another municipality who was terminating the vendor's services this year due to poor performance as well as recruiting and employing lifeguards who didn't have the proper certifications.

If the Village wants to still pursue the current contract with USA Management, they are willing to do a service agreement as a one-year agreement with an option to renew for two more years. This would allow the Village to try their services for one year before considering extending it for two more years. The set amount for all three years would be up to \$32,480. There would be no discount for the third year under this proposal. Attached is the updated agreement.

PREVIOUS UPDATE: Several years ago, the Village contracted with the Shorewood Recreation Department to manage lifeguards at Atwater Beach. Shorewood Recreation Department declined to provide lifeguards after 2003. Lifeguards weren't available at Atwater Beach until 2012 when the Village began contracting with Milwaukee County Parks. This arrangement continued until 2017 when the County informed the Village they couldn't recruit enough lifeguards to staff Atwater Beach as well as several of their own pools. The Village ended up contracting with a firm to provide security guards who were at the beach for the summer to impose beach rules. The Village started contracting with Eric Gietzen of Coastline Services, LLC in 2018 to manage the lifeguards at Atwater Beach, who recently announced that 2021 will be their final year providing lifeguard services.

Therefore, the Village will need a new solution to lifeguards at Atwater Beach starting in 2022. Village staff issued an RFP and directly promoted the RFP to several lifeguard companies throughout the country. The Village also presented the RFP to the Shorewood School District Recreation Department and the Village of Fox Point in case they determined a desire to collaborate on these services. The Village only received one response to the RFP from USA Management. The initial proposal from USA Management is included in the packet.

After meeting with USA Management, Village staff feels comfortable recommending to the Village Board to enter into a three-year service agreement with the vendor to manage lifeguard services at Atwater Beach. The service agreement includes costs to manage, recruit, hire, and train lifeguards. It also includes costs for the administrative operations behind the lifeguard services. It is important to note that this proposal meets the Board's inquiry to move the start date for lifeguard services up a week to the third weekend of June and concludes the same time (third weekend of August) as previous years. The proposal also includes a minimum of \$15 per hour for lifeguards, which is consistent to the pay of the lifeguards hired by Coastline Services, LLC. The proposal does provide additional costs in case the Village wants an Aquatics Director on-site at all times as well as pay lifeguards to be on-call in case of an unexpected absence. The Aquatics Director would be a full-time supervisor who would not be a lifeguard but oversee operations. Staff is not recommending these added services or costs at this time.

If approved, the Village will work with USA Management to conduct an audit of our equipment that we bought for Coastline Services to utilize. This audit will indicate what additional equipment is needed for USA Management. The Board should anticipate a small additional expense in the Atwater Beach lifeguard line item for 2022 compared to 2023 and 2024 to accommodate equipment expenses. Also if approved, we will be asking for the Shorewood Recreation Department's and School District's cooperation in recruiting students to be lifeguards.

Community and Business Outreach – *If applicable, did you notify the community groups and businesses that are directly impacted by this agenda item. Please specify in attached communication plan how community groups and businesses will be informed of action after Village Board consideration.*

Yes

No

Fiscal Note – *Please include comments on the fiscal impact of this action.*

The service agreement is setup similarly to the Coastline Services agreement, which there is a do not exceed number. If there are days cancelled due to weather or other reasons, a credit will be applied to the following year. The Village will pay the vendor up to \$32,480 for 2022 through 2024. This is slightly higher than the \$30,850 allocated in the 2021 adopted budget for Coastline Services. Some additional funds will need to be allocated for the 2022 budget to fund any additional equipment needed for USA Management along with the requested telephone service and WiFi hotspot. On page 108 of the [2021 Budget Book](#), feel free to look at the past history of 100-2900-52995 Atwater Beach Lifeguards for more historic information.

Action Required / Recommended – *Please include the recommended motion or possible actions for this agenda item.*

Possible motion: “I move to authorize staff to re-issue the RFP for Atwater Beach Lifeguard services.”

Alternative motion: “I move to authorize staff to enter into an agreement with USA Management.”

Attachments – *Please list the following attachments and supporting documents for this agenda item. Some attachments may be hyperlinked. Include Fiscal notes, if applicable, as the first attachment following this memorandum. Attachments may include: agreements/contracts, presentation materials, letters, service proposals, etc.*

1. Service Agreement with USA Management
2. USA Management Revised Proposal and Service Agreement Attachment
3. RFP for Atwater Beach Lifeguard Services

SERVICE AGREEMENT

This Agreement is between the Village of Shorewood, Milwaukee County, WI (hereinafter referred to as "Village") and USA Management (hereinafter referred to as "Service Provider") for Lifeguard Services at Atwater Beach for 2022-2024.

In consideration of the mutual agreements contained herein, the Village and Service Provider agree as follows:

1. The Village will:

- a. The Village will pay the Service Provider up to \$32,480 in 2022, 2023, and 2024 for the services provided as described within this Agreement. These maximum payments include payments outlined in section 1b. Such payment shall be full compensation for all services rendered and for all supervision, labor, liability insurance, and other incidental costs.
- b. The Village will make the following payments each month: \$3,248 by January 1, \$1,624 by February 1, \$3,248 by April 1, \$9,744 by June 1, \$9,744 by July 1, and \$4,872 by August 1. Village will make these payments as long as it receives invoice at least thirty days prior to date payments are due and receives report demonstrating time worked and services rendered. It is agreed the Village will not pay more than \$93,570, excluding payment for equipment mutually agreed upon by both parties, for services described in this Agreement from 2022 through 2024. Under no circumstance shall the total payments to the Service Provider for services rendered exceed \$93,570 between the initiation of the Agreement through the 2024 season.
- c. To expedite payment of invoices under this Agreement, the invoices should be sent to the following:

Tyler Burkart, Assistant Village Manager
Shorewood Village Hall
3930 N. Murray Avenue
Shorewood, WI 53211

- d. The Village owns and will make available lifeguard supplies, materials, and equipment required by the Service Provider. Equipment that may need to be replaced or added will be purchased by the Village as long as the Village mutually agrees with the Service Provider the equipment is necessary for the lifeguard services. The Service Provider shall make requests for equipment by July for the following year so the Village can allocate funding in the Village's Atwater Beach lifeguarding budget for potential equipment replacement and to be paid for by the Village. The Village will be responsible for covering replacement costs of equipment unless equipment breaks due to negligent use from the Service

Provider, which the Service Provider would then be responsible for covering the costs.

2. The Service Provider will:

- a. Provide a Waterfront Certified Lifeguard Facility Manager who will:
 - Conduct daily support for lifeguard staff during operating hours of 11 a.m. through 4 p.m.
 - Act as lifeguard when conditions warrant.
 - Facilitate beach usage log to record estimated beachgoers per day.
 - Make determinations on the decrease or increase usage of lifeguards pending weather and other factors.
 - Maintain uniform reporting in incident log.
 - Evaluate daily conditions and beach activity to determine and adjust staffing levels.
 - Ensure lifeguard staff has all resources necessary to perform rescue work.
 - Designate and manage swimming area with roped buoy markers.
 - Conduct periodic in-service protocol drills to ensure emergency procedures are adequate.
 - Conduct at least one pre-season and one post-season meeting with Shorewood Police and North Shore Fire and Rescue to discuss/update beach emergency and rescue protocol.
 - Conduct water quality safety check as per Village request.

- b. Provide waterfront certified lifeguard coverage at Atwater Beach daily starting the third Saturday of June through the third Sunday of August from 11:00 a.m. through 4:00 p.m. The Service Provider shall have three lifeguards present pending weather or mutual understanding between the Village and the Service Provider.

- c. Hire and train lifeguards at \$15 per hour who will provide the following services:
 - Ensure that all water safety rules are observed by swimmers, utilizing a good knowledge of all aspects of water safety procedures.
 - Perform rescue work and when necessary render first aid until such time as a qualified doctor or other emergency personnel is present.
 - Ensure that all swimmers in the water are accounted for at all times.
 - Perform daily swimming area and beach safety sweeps.
 - Prepare daily incident/accident reports.
 - Ensure all Village rules and regulations pertaining to the beach are posted and observed.
 - Identify and address beachgoers who do not obey beach rules and regulations.
 - Handle inquiries or complaints from beach goers in a diplomatic and professional manner.

- d. The Service Provider will submit an invoice for the above-mentioned payment schedule (section 1b) at least thirty days prior to the payment deadlines or prior to the A/P due dates. Once lifeguarding services begin in June, the Service Provider should submit a report to the Village monthly showing the number of hours worked by each lifeguard and Facility Manager. If payment for hours worked and the one-time payment exceeds the maximum outlined in section 1a, Service Provider will be responsible for still providing services outlined in agreement and compensating their employees for the remaining labor.
- e. The Service Provider will inform the Village of all materials, equipment and supplies necessary to perform or provide the services described. The Village Manager's Office must authorize all materials, equipment and supplies requested by the Service Provider.
- f. If the hours and cost of service performed by the Service Provider doesn't meet the contracted cost of \$32,480 for 2022 and 2023, a credit shall be applied to the following year. If a credit is to be applied, the first invoice for the following year shall identify the credit and reduce the first payment by that amount. The Service Provider agrees that the Village shall not pay more than \$93,570 for services defined in this Agreement over the three years of this Agreement. If there is a credit remaining after the 2024 service year, the Service Provider shall send a check to the Village in that amount.
- g. The Service Provider will provide proof of liability insurance with a minimum of \$1,000,000 of coverage and worker's compensation insurance.
- h. The Service Provider will be obligated to perform the services described in accordance with the standards of care, skill and judgment which may be expected of professional who performs similar work.
- i. At the close of the Service Provider's work, the Service Provider will remove all materials and equipment to the appropriate storage location.

3. Duration

This Agreement will become effective upon signature and all work to be completed by the third Sunday of August of each year. The Village reserves the right to cancel this Agreement within (30) days written notice. If the Service Provider elects to cancel the Agreement, it must provide (30) days written notice and it must be mutual between the Village and the Service Provider. If the Service Provider cancels this Agreement after advance payment for services has been rendered per the terms of section 1b. herein, the Service Provider will only be compensated on a pro-rata basis for actual work performed, and any remaining advance payment will be returned to the Village.

4. Use of Village Name

It is understood and agreed that the name of the Village and the municipal location may not be used by the Service Provider or its agents in any promotional materials without prior approval of the Village.

5. Independent Contractor

It is understood and agreed that the Service Provider is an independent contractor for the performance of all services described within this Agreement.

6. Assignment

This Agreement and interests hereunder are not to be assigned.

7. Liability

The Village specifically notes that it has not purchased insurance coverage for the Service Provider or its agents or employees. Nothing contained in this Agreement is intended as a waiver of the Village to rely upon the immunities or limitations to liability as may be contained within Wisconsin Statutes §893.80 or other applicable law.

8. Wisconsin Law.

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

9. Complete Agreement

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

10. Aquatic Management Agreement

All parties included in this Agreement adhere to all the terms and conditions stated in the Aquatic Management Agreement attached to this Agreement.

11. Endorsement

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

Dated: _____

VILLAGE OF SHOREWOOD

BY: _____
Ann McKaig, Village President

Dated: _____

COASTLINE SERVICES, LLC

BY: _____
Alison Abbott, USA Management

USA Pools of Wisconsin



Aquatic Facility Management
Village of Shorewood
Shorewood, WI

USA
MANAGEMENT
Professional Aquatic Management

Join Us



In supporting Youth Scholarships, Programs and Water Safety

When you do business with **USA Management** we will donate \$200 on your behalf!

Choose a fund! (check one)

- Lifeguard Scholarships:** being a lifeguard can be costly and many do not have the means to enter into the job force. They may have to obtain or maintain their certifications as well as lifeguard equipment. Your contributions aid by providing scholarship money to those who cannot otherwise afford employment.

- Water Safety with WAW(Watch Around Water):** often communities and facilities cannot afford to provide lifesaving equipment or programs to their youth. This fund provides lifejackets utilizing neoprene to float as well as swim lessons to all ages. Swimming lessons is the #1 way to prevent drowning.

Receive a charitable donation receipt.



Staffing Your Aquatic Facility



 Guard station/ zone

USA
MANAGEMENT
Professional Aquatic Management

Management Package Pricing



Silver

Gold

Platinum

1 Year \$27,270.00

Add \$2,320.00

Add \$5,210.00

Advertise
 Recruit
 Interview
 Hire
 Onboard
 Certification training
 Onsite Training
 Provide staff
 Schedules
 Daily Operations
 Management
 Payroll
 Support water safety
 Risk Management
 Audits

Advertise
 Recruit
 Interview
 Hire
 Onboard
 Certification training
 Onsite Training
 Provide staff
 Schedules
 Daily Operations
 Management
 Payroll
 Support water safety
 Risk Management
 Audits

*Staff wages are \$2.00 higher per hour

Advertise
 Recruit
 Interview
 Hire
 Onboard
 Certification training
 Onsite Training
 Provide staff
 Schedules
 Daily Operations
 Management
 Payroll
 Support water safety
 Risk Management
 Audits

*Staff wages are \$5.00 higher per hour

Aquatic Management Agreement

THIS AGREEMENT, between USA Pools of Wisconsin (the "Company") and Village of Shorewood (the "Owner"), is to provide management services by the Company of the Owner's aquatic facility located in Lake County, WI, in accordance with the specification, conditions, and terms set forth herein.

1. OPERATIONAL TIMES

DATES OF OPERATION:

June 18th, 2022 through August 21st, 2022

HOURS OF OPERATION:

Monday 11:00am-4:00pm	Thursday 11:00am-4:00pm	Sunday 11:00am-4:00pm
Tuesday 11:00am-4:00pm	Friday 11:00am-4:00pm	
Wednesday 11:00am-4:00pm	Saturday 11:00am-4:00pm	

2. SCOPE OF SERVICES:

Advertise & Recruit	Promote Programs & Events	Manage Daily Operations
Interview & Pre-Screen	Hire & On-boarding	Risk Management
Training	Support Water Safety	Provide Staff

3. PAYMENTS : The Company hereby proposes to perform the work and services set forth above for the price of \$32,480.00 for 2022 (1 year) swim year upon specification, conditions and terms as set forth herein. Payments by Owner to Company shall be made in accordance with the following schedule:

		DUE					
Total Contract Price		1-Jan	1-Feb	1-Apr	1-Jun	1-Jul	1-Aug
1 Year	\$32,480.00	\$3,248.00	\$1,624.00	\$3,248.00	\$9,744.00	\$9,744.00	\$4,872.00

Note: if payment schedule is past the month of signing, payments must be caught up to reflect the payment schedule

***Contract Price listed is reflective of Platinum Package pricing.**

Add Alternate 1: _____ (initial to accept)

Aquatic Director \$9,890.00 (Payments – 10% Signing, Equal payments May 1 through August 1)

Add Alternate 2: _____ (initial to accept)

On Call Team Member \$1,480.00 (Payments – 10% Signing, Equal payments May 1 through August 1)

4. PROPOSAL EXPIRATION OPTION: This contract is void at the Company's option if not executed by the Owner and returned to the Company 60 days after June 29, 2021.

5. ACCEPTANCE: Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto. If Owner elects the three year option price, the renewal date in the Effective Date section of the Agreement will be waived during the term of the three year period. Owner may cancel the Agreement for nonperformance by the Company as provided in the Cancellation section of the Agreement. Owner acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this agreement and bind the property owner of the pool facility. Owner agrees to the contract specifications in the proceeding body Agreement. Any actual changes must be listed in a separate Addendum.

USA Pools of Wisconsin

Village of Shorewood

By: USA Management, LLC

Name: _____

By: Contract Department

Date: August 21, 2021

By: _____

Authorized Agent - "Owner"

Date: _____

Check 1YR____ or 3YR____

EFFECTIVE DATE: This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim season(s) June 18, 2022, through August 21, 2022, with two (2) additional year renewal options for June 17, 2023, through August 20, 2023, and June 15, 2024, through August 18, 2024. The Owner shall provide written communication by certified mail to the Company if Owner elects not to renew the two (2) additional renewal options prior to September 15th of 2022 and/or September 15th of 2023. **AFTERWARDS, THIS AGREEMENT SHALL THEN CONTINUE FROM YEAR TO YEAR ON THE SAME TERMS AND CONDITIONS SET FORTH HEREIN, AT AN AMOUNT NOT TO EXCEED AN INCREASE OF TEN (10%) PERCENT EACH SWIM YEAR. IN THE EVENT THAT OWNER DESIRES NOT TO RENEW AND EXTEND THIS AGREEMENT AS PROVIDED HEREIN, OWNER SHALL PROVIDE COMPANY WITH WRITTEN NOTICE BY CERTIFIED MAIL DELIVERED TO 1595 PEACHTREE PKWY SUITE 204-344 CUMMING, GA 30041 PRIOR TO SEPTEMBER 15, OF EACH YEAR.**

DEFINITION OF "FACILITY": The term "facility" in this Agreement refers to the are of Atwater Park below the bluff, extending into the designated swimming area along the Atwater Park shoreline.

TELEPHONE: The Owner agrees to be responsible for and to provide an operational touch-tone telephone thirty (30) days prior to opening and accessible to personnel at facility site. Consistent with health department regulations and for safety reasons, the Service Provider will only provide lifeguards at the facility when the land line telephone is operational." The telephone must be capable of receiving incoming calls and be a dedicated land line for communication and management purposes. The telephone cannot be cellular or portable for facility location and address will not register with Emergency Services.

FIRST AID KIT: Owner agrees to be responsible for supplying and maintaining a completely stocked first aid kit, consistent with local health department regulations. Owner agrees to pay for first aid kit or supplies as needed.

MINIMUM SAFETY STANDARDS: Owner agrees and acknowledges a responsibility to provide a facility that that meets all applicable building codes, local health department regulations, and "minimum safety standards" as defined herein. The National Electric Code (NFPA), the CDC's Recreational Water Illness Prevention, and any and all local health and building codes shall be used as minimum standards for safety herein. The National Electric Code is available from the nfpa.org or Batterymarch Park, Quincy, MA 02169; the CDC information is from cdc.gov or Clifton Rd, Atlanta, GA 30333; and your local health codes are available from the county environmental health department.

Owner agrees to complete all needed repairs inside facility's enclosure. The Company shall assist the Owner at Owner's facility into compliance with minimum safety standards including but not limited to:

1. Safety equipment: ring buoy(s), rescue tube(s), Coast Guard approved Life Jackets, shepherd hook(s), first aid kit, safety rope with buoys.
2. Provide Company a safe working environment.

Payment for work and equipment to bring Owner's facility within minimum standards on the above items shall be the responsibility of the Owner in accordance with section **PAYMENT DISCLOSURE**.

MINIMUM WATER SAFETY STANDARDS: The Company shall maintain adequate staffing levels as provided for in section **OPERATIONALTIMES** to meet the "10/20 Rule" and/or the "5-minute Scanning Strategy". The Company defines minimum water safety standards as "the reasonable supervision and protection afforded to swimmers in all aquatic facilities" located on the premises of an aquatic facility. Company shall retain personnel and staff that will meet the lifeguard certification standards set forth by the American Red Cross and the local or State Department of Public Health.

The Owner agrees, unless otherwise agreed upon, to provide all aquatic safety rescue equipment necessary to provide quality care for swimmers who patronize the swimming facility including, but not limited to, for each facility, rescue tubes, lifeguard stand/stations, spinal extrication board with head/neck stabilizing supports, supplemental oxygen, Automatic External Defibrillators (AED), seal-easy face masks, Bag Valve Masks

(BVM's) (for adult/child/Infant), first aid kit, bloodborne kit, ring buoy/rope, shepherd's hook, fanny packs, surgical gloves and one V- vacuum suction device.

Company shall provide one unannounced safety audit per quarter per facility and report finding of the audit upon completion. The audit shall include unedited video and a written evaluation.

Company agrees to designate a representative to attend Owner's "monthly" meetings to report on aquatic facility's operations. Owner agrees to provide Company a 30-day notice of Owner's scheduled "monthly" meetings.

Company shall develop and establish an Emergency Action Plan (EAP) to maintain overall safety for Owner's facility, which must be approved in writing by Owner. Copies of the EAP will be made available prior to the opening of the facility.

The Owner agrees, unless otherwise agreed upon, to provide on ample amount of Coast Guard Approved Life Jackets (CGLJ) for all swimmers at Owner's facility that is less than 48" (inches). This water safety equipment is necessary to provide quality care for swimmers who patronize the facility to ensure their water safety. Company agrees to provide proper signage and measuring instrument to standardize swimmers who are less than 48" (inches) to provide the CGLJ. Company shall provide and administer a water safety "swim test" (swim 1 length of facility and tread water for 60 seconds) for swimmers that are 48" (inches) or less to test their "basic" water safety swimming skills.

Owner's aquatic swimming facility shall be separated into "safety zone(s)". Company shall assist Owner to determine water surface square footage. Company shall recommend an adequate number of safety zones to provide the highest level of supervision and water safety based on local and state regulations, industry standards, the 10/20 rule and the 5-minute scanning strategy. Company recommends that supervision by certified personnel be required for any use of the facility. Owner agrees to indemnify and hold Company harmless for any claims arising from use of facility other than during supervised hours. Company agrees to write schedule per the conditions of this agreement except where the schedule is changed due to inclement weather, repairs, fecal matter contamination or the Owner's request for modification of personnel's shifts. Company shall schedule personnel to operate the facility in accordance with section **OPERATIONALTIMES**.

Note: If Owner elects to change the schedule in accordance with section **OPERATIONALTIMES** any time during this agreement, the Owner agrees to provide 7 day written notice to allow company time to accommodate schedule change.

Under normal conditions three (3) personnel shall be at facility site. Company may determine personnel requirements based on bathing load, facility size, established safety zone(s), 10/20 Rule and/or the 5 Minute Scanning Strategy. Company shall notify Owner of any necessary staffing increases to accommodate a higher level of security and/or a higher level for customer service. Increased staffing levels could be provided for; heavy usage, private parties or events, holidays and/or any other activity that arises that is not a "normal condition" of facility.

PERSONNEL: Company personnel who work with the Owner's facility in fulfilling the terms of this Agreement shall be employees of the company and be directed solely by the Company.

1. The Company shall maintain at its expense personnel to perform Company's responsibilities hereunder. Company shall have sole and complete authority for recruiting, hiring, training, promoting, supervising, compensating motivating and disciplining such personnel for establishing the terms and conditions of their work environment. Such personnel shall be under the Company's exclusive direction and control.
2. The Company shall train personnel. Personnel not performing up to the standards of the Owner will be replaced by the Company within 5 days of receipt of written request by Owner or designated representative.
3. Personnel shall have the authority to discipline patrons at the Owners facility within their best judgment and sole discretion consistent with the published and posted rules of the Owner, and minimum safety standards as established herein.
4. Personnel are not required to tolerate abusive language or physical confrontations by

facilities members or guests. If either occurs, the facility Owner or guest will be required to leave the active area and/or premises at the request of personnel. Should guest not comply, the local authorities shall be called. Company has authority to call the appropriate law enforcement authority for assistance and/or arrest if the Company feels necessary. Company feels this action is in the best interest of other facility members or guest and/or company personnel.

5. The Owner remains solely responsible for decisions to readmit anyone temporarily banned from Owners facility. Decisions to temporarily ban or readmit violators shall be immediately conveyed in writing between the parties to this Agreement.
6. Anyone not abiding by the rules or blatantly disregarding them shall be warned and may be asked to leave the facility. Should any individual pose an ongoing problem, that matter will be brought to the attention of Company's office and Owner's contact person.
7. Facility will not be staffed any day that public school are in session unless specifically noted in Dates of Operations on page one of this agreement.
8. Company's management staff shall train personnel on operation of Owner's facility.
9. Company's staff shall supervise personnel.
10. Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its personnel at Owner's facility. Owner acknowledges that such information and investment is a valuable asset of Company's business. Owner agrees not to hire or contract (without the prior written consent of Company) any personnel or former personnel of the Company directly or indirectly to work at, service, or be connected in any way with the facility named herein for a period of one (1) year from the date of expiration or cancellation of this agreement. Owner further agrees not to contract for aquatic management, maintenance or services as described herein with any other company or individual who makes use of former Company's personnel to work at, service, or be connected in any way at the facility named herein for a period of one (1) year from the date of expiration or cancellation of this agreement. If Owner works with Company's staff directly or indirectly, Owner agrees to pay Company 30% of the total Agreement price as a placement fee.

PERSONNEL RESPONSIBILITIES: Personnel shall be required to be responsible for the following duties:

1. Supervise designated facility.
2. Record bathing load at facility.
3. Support water safety.
4. Enforcing Owner and Company's rules for the safety and convenience of Owner's patrons.
5. Assisting Owner in monitoring usage of facility.
6. Assist with picking up trash at facility.
7. Lock and secure facility upon closing.
8. Owner agrees to report and document any action that may jeopardize the spirit and content of this agreement to company's corporate office.

RAIN DAY: In the event of severe weather, Company shall temporarily close the facility whenever threatening weather approaches for the overall safety of swimmers and patrons. This shall not require any change or adjustment in any provision to this agreement. Lightning, thunder and high winds shall constitute severe weather and are a danger to swimmers. At the first occurrence of thunder or lightning, facility shall be closed to swimmers for 30 minutes. Should thunder or lightning persist, facility shall remain closed until 30 minutes after the last occurrence of thunder or lightning. Deck area shall also be closed for 30 minutes after each occurrence of lightning.

UNUSUAL CONDITIONS: Emergency Closing of facility: The Owner and/or the Company may close the facility in an emergency situation, whether the emergency is caused by a breakdown of equipment, any act of God, repairs, or by any other causes outside the control of Company. This shall not require any change or adjustment in any provisions of this agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore facility to normal operation Company shall refund fifty percent (50%) of the daily operational cost to Owner until such time as the facility is reopened for normal operation.

The facility shall be closed to swimming in cases where Fecal Matter is present. To comply with national, state and local codes and recommendations, the Company shall close Owners facility in the event that fecal matter, vomit, or blood should contaminate the facility.

Although glass is not permitted in the facility area during operation, glass can enter the facility area due to vandalism, after hour parties or storms that blow glass top tables into facility. Generally, colored glass entering the facility can be identified and removed. Clear glass is not easily seen, and it is a requirement of the local and state health department that the pool be drained, surface scrubbed and cleaned, refilled and water rebalanced.

SUPPLIES: Company shall provide chemicals and facility supplies at an additional cost to Owner. Company shall purchase supplies on an as needed basis. Owners shall pay for all supplies purchased by Company. Owner agrees to supply, at its expense bathhouse supplies and retain a cleaning service for the bathhouse. The Company agrees to perform light cleaning of Owners bathhouse. Owner agrees to be responsible for providing, with no cost to Company, to include but not limited to the following items/equipment; water hoses, algae brushes, chemicals and chemical systems, pool vacuum, leaf net, pool poles, water test kit/reagents, vacuum hoses, trash receptacles, gas and blower, flow meters, pressure gauges, mops, toilet brush, brooms, buckets, algaecides, clarifiers, automatic pool fill with auto shut off, operation manual, and trash can liners.

REPAIR WORK: The Company shall stand ready to perform any repair work needed during the term of this agreement. It is understood that repair work is an independent covenant of this contract and notwithstanding any alleged breach of any other covenant. The Owner remains solely responsible for all labor and parts to repair its pumps, filters, chemical injection systems and any other physical items not specifically mentioned. Owner shall have the option of using other contractors for repair work. Work performed by Company shall be invoiced as follows:

1. Any work or equipment to be provided by Company or Company's Sub Contractors shall be undertaken only upon authorization by the designated representative of Owner. Upon authorization, Company shall perform work and invoice Owner. Owner agrees to pay repair bills and invoices in accordance with section **PAYMENT DISCLOSURE**.
2. The Company shall arrange for repair of plumbing or electrical equipment/services at the Owner's request. Owner agrees to pay invoice in accordance with section **PAYMENT DISCLOSURE**.
3. The Company shall assist the Owner with regards to any necessary major repairs.

ADDITIONAL PERSONNEL: The Company agrees to schedule personnel for extra hours of operation at the written request of the Owner and subject to the following:

1. At the option of the Owner, the Company shall schedule personnel for additional hours of operation not covered in section **OPERATIONAL TIMES**. Owner agrees to be responsible for giving the Company no less than seven (7) days of prior written notice. The cost for additional hours not covered by this agreement in section **OPERATIONAL TIMES** is \$29.50 per hour per

person. Additional hours are subject to the availability of personnel.

2. The Company shall not schedule any personnel beyond the hour of 11:00 p.m.
3. Personnel scheduled by the Company, other than those specified in this contract, shall be at the rate of \$29.50 per hour. Amount shall be payable to the Company with the seven (7) day prior written notice. This cost is in addition to the fees as provided hereinafter.

INSURANCE/LIABILITY: The Company shall maintain the following coverage:

- 1) Worker's Compensation insurance covering all persons engaged on behalf of the Company in the performance of the terms of this agreement.
- 2) General liability insurance in the amount of \$1,000,000.00
- 3) Professional liability insurance and punitive damages in the amount of \$1,000,000.00

Upon written request by Owner, Company agrees to supply copies of certificates of insurance to the Owner verifying the above-mentioned insurance coverage. Company further agrees to list Owner as an additionally insured on policy for a fee of \$350 payable in accordance with section **PAYMENT DISCLOSURE**. It is the responsibility of the Owner to provide all other insurance coverage.

Company assumes no liability for any damage or injury to any persons or property arising from or caused by Acts of God. Except as to the employees of the Company, Company assumes no liability for any damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal. The Company assumes no liability for the acts of any "Good Samaritan" or "First Responders". The Company shall not be liable or responsible to any person or entity for any loss, injuries and/or damages that arise at any time, except such loss, injuries and/or damages that are the direct result of acts or omissions of the Company or its employees. The Company shall not be liable for loss of or damage to the personal property of any person or persons utilizing the facility or its facilities. The Owner further agrees to indemnify and hold the Company harmless from any and all claims (including claims of vicarious and/or joint and several liability), injuries or damages to persons or property arising from any event or circumstance occurring at the facility or its facilities except for those acknowledged by the company as, or proven in a legal proceeding to be, proximately caused by the negligence or gross negligence of the Company or its employees.

The Owner agrees to maintain and keep in full force and affect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident/each person.

The Company shall not be liable for claims arising from defects in the Owner's premises, equipment, amenities, furniture, or recreation equipment. Owner asserts and attests that all items are in a safe and usable condition and meet any and all necessary standards for usage. Company may notify Owner of any conditions that may pose a hazard but is not required to do so. It is the sole responsibility of the Owner to repair, remove or replace any defective items that are the property of the Owner.

Owner agrees to provide Company with proof of insurance in the form of Certificates of insurance verifying the above-mentioned insurance coverage.

MISCELLANEOUS:

1. Owner agrees to communicate any comments, suggestions, or complaints concerning the facility, facility staff, or management service directly to the Company's corporate office.
2. When Company's personnel are not scheduled to work at Owners facility the Company shall assume no responsibility or liability at the facility before or after specified hours of operation.
3. To comply with national, state and local codes and recommendations, the Company shall close Owners facility in the event that fecal matter, vomit, or blood should contaminate the facility.
4. If there is a change in local, state or federal laws concerning minimum wage, or concerning any other cost aspect relating to this proposal, the Company may present additional charges to Owner for Owners approval.
5. Company shall recruit personnel utilizing local advertising in schools, newspapers, social media and recruiting job boards. In the event that standard industry methods do not produce required minimums for staffing, owner agrees that company shall provide additional incentive pay or discounted certifications and uniform costs to allow a broader opportunity for personnel. In the event that company must utilize these methods to insure performance under the Agreement, Owner shall provide a per diem reimbursement to company for management of any staffing shortage of an amount not to exceed \$150 per day. Owner shall have right to approve or reject this request.
6. Company reserves the right to close facility if air temperature is 59 degrees or lower. This shall not require any change or adjustment in any provision to this agreement.
7. Company shall provide Owner a management tool for accessing Company's network that provides and stores real time data and documents such as payment information, invoices, schedules, facility data reports, service requests, etc. Owner also agrees to provide a WIFI hotspot at Owners facility.
8. Company shall provide Owner an option to reward the staff at Owners facility with a gratuity for their outstanding service from the past swim year. This benefit would be equally distributed at the direction of the Owner representative.

COSTS/EXPENSES: The Owner agrees to pay all reasonable costs and expenses incurred by the Company, in connection with the management of Owners facility. Any and all reasonable fees and out-of-pocket expenses incurred by the Company in connection with the management of Owners facility including but not limited too; insurance, amendments, renewals, hiring, recruiting, staffing, training, water safety and extensions of operations shall be paid by Owner in accordance with section **PAYMENT DISCLOSURE**.

EXTENSION OF OPERATION: At the option of the Owner, the Company shall schedule and maintain the facility and provide services to allow swimming before or after the dates in section **OPERATIONALTIMES**. The Owner agrees to notify Company in writing thirty (30) days prior to the "extension of operation". The cost for "extension of operation" not covered by this agreement shall be \$36.50 per hour. Amount shall be payable to the Company with the thirty (30) day written notice prior to the "extension of operation". This cost is in addition to the fees as provided hereinafter.

PAYMENT DISCLOSURE: The Company hereby proposes to perform the work and services set forth above for the year upon specification, conditions and terms as set forth herein in accordance with section **PAYMENTS**. Payments by Owner to Company shall be made in accordance with the section **PAYMENTS**.

Contract Payments are due as indicated above. Any contract payment not made within five (5) days of the dates listed above shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event contract payment are not received within (10) days of the dates listed above, the

Company shall have the right, at its option, and within its sole discretion, to interrupt its services under this Agreement and to withdraw and remove all personnel and supplies from Owner's facilities without any further or additional notice to Owner. Any and all other Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, must be accompanied with a fifty percent (50%) deposit. Furthermore, any payments not made on or before ten (10) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received fifteen (15) days from the due date, the Company shall have the right, at its option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove all personnel and any unpaid for parts, equipment, and/or supplies from Owner's facilities without any further or additional notice to Owner. Any such interruption or termination notwithstanding, Owner shall be fully responsible for all payments provided herein.

In the event that the Company elects to pursue collection of any amounts due under this Agreement, Owner shall pay all said amounts, together with the interest at the rate of 18% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorneys fees.

CANCELLATION: The Owner shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

- (1) Owner shall notify corporate office during the swim season (1595 Peachtree Pkwy suite 204-344 Cumming, GA 30041) by certified mail and by phone of any problem regarding performance as detailed in the Agreement. Company shall have five (5) business days following receipt of certified notification to remedy stated violation of agreement. (the "Remedy Period")
- (2) If Company fails to remedy the violation within the "Remedy Period" as detailed in this Agreement; Owner may then cancel this Agreement by providing Company written notice of cancellation via certified mail, within ten (10) days of the end of the remedy period. This agreement shall then terminate five (5) days after the receipt thereof by the Company. (the "Termination Date")
- (3) In the event that the Owner terminates agreement by procedure stated above, the Owner shall be entitled to a refund for monies paid in advance. Refund to Owner shall be calculated as follows:
Divide the contract price by the total number of days of operation (the first day of the contracted swim season to the last day of the contracted swim season as determined in section 1 of this Agreement). This daily operation cost shall be multiplied by the number of days facility was operated under this Agreement. That amount shall be subtracted from the amount of the contract price paid to the Company by Owner as of the termination date. Company shall refund the remainder amount paid to the Company by Owner as of the termination date.
- (4) Refund shall be paid within fourteen (14) business days after termination.

OWNER CONTACT PERSON: Please direct all Company communications to the following Owner/ Representative: Owner agrees at least one of the designated "contact person(s)" below is an elected official and/or officer of the Owners organization.

VENUE AND GOVERNING LAW: This Contract shall be governed by and construed according to the Laws of where the Company is domiciled. Venue and jurisdiction for any disputes arising out of this Contract shall be in

the State or Superior Courts of where the Company is domiciled.

ENTIRE AGREEMENT, MODIFICATION, and BINDING EFFECT: This Agreement constitutes the entire agreement of the parties and supercedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding to ensure the benefit of the Owner and Company and so their respective heirs, successors and assigns.

STRICT COMPLIANCE: No failure of Company to exercise any power or right granted herein or to insist compliance by Owner with its obligations and duty herein shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

SEVERABILITY: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

NONWAIVER: Owner and Company agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement.

EXTENSIONS: Unless otherwise agreed to by Owner and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

ATTORNEYS FEES & DAMAGES: In the event of Owners breach of Agreement or legal action to enforce the rights of Company under the terms of this Agreement, the parties agree that the Company shall be entitled to receive as additional damages, any and all litigation expenses, including attorney's fees. Owners further agrees to pay Company 50% of the total Agreement price if Owner elects not to keep the "EFFECTIVE DATE" section of the Agreement valid and in full force permitted by law.

END OF AQUATIC MANAGEMENT AGREEMENT

CUSTOMER CONTACTS

Please complete upon signing

PRIMARY CONTACT:

Name: _____

Title or Position: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone: () _____

Email: _____

SECONDARY CONTACT:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone: () _____

Email: _____

ACCOUNTING CONTACT:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone: () _____

Email: _____

BILLING ADDRESS:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

FACILITY INFORMATION:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone: () _____

Office Use ONLY:

Management _____ Maintenance _____ OWCW _____

Total Hours _____



Request for Proposal – Issued 6/22/2021
ATWATER BEACH LIFEGUARD SERVICES
Village of Shorewood

Proposal Requested

The Village of Shorewood is requesting proposals from qualified parties for lifeguarding services at Atwater Beach. The desired service agreement is for a 3-year term (2022-2024) with an option for renewal.

Project Background and Description

Several years ago, the Village contracted with the Shorewood Recreation Department to manage lifeguards at Atwater Beach. Shorewood Recreation Department declined to provide lifeguards after 2003. Lifeguards weren't available at Atwater Beach until 2012 when the Village began contracting with Milwaukee County Parks. This arrangement continued until 2017 when the County informed the Village they couldn't recruit enough lifeguards to staff Atwater Beach as well as several of their own pools. The Village ended up contracting with a firm to provide security guards who were at the beach for the summer to impose beach rules. The Village started contracting with Eric Gietzen of Coastline Services, LLC in 2018 to manage the lifeguards at Atwater Beach, who recently announced that 2021 will be their final year providing lifeguard services.

It has been tradition for the Village of Shorewood to have lifeguards present during peak hours (11 a.m. to 4 p.m.) from the fourth Saturday in June to the third Sunday in August. The Village is pursuing having a public or private party to be considered to provide lifeguarding services at Atwater Beach long-term. All equipment is purchased and currently owned by the Village of Shorewood. The selected party will be able to utilize the equipment owned by the Village and provide waterfront certified lifeguard coverage to oversee safety at Atwater Beach for peak hours during the summer.

Estimated Timeline

Action items in the estimated timeline are at the discretion of the project manager and are meant to provide a clear understanding of the proposal steps; the schedule is subject to change.

Action Item	Date
RFP Issued	June 22, 2021
Deadline to Schedule Pre-Meeting (if needed)	June 29, 2021
Deadline to Conduct Pre-Meeting (if needed)	July 7, 2021
Proposals Due	July 14, 2021
Interviews and Review of Proposals (if needed)	July 19-23, 2021
Make Recommendation on Contractor	July 23, 2021
Finalize Service Agreement with Contractor	July 28, 2021
Village Board Considers Service Agreement	August 2, 2021

Project Scope

Task 1 Provide a Waterfront Certified Lifeguard Supervisor/Manager who will:

- A.) Conduct daily support for lifeguard staff during operating hours of 11 a.m. through 4 p.m.
- B.) Manage lifeguard schedules to assure at least two guards (including supervisor) are on duty at all times when beach is open. Reduce the number of guards or close the beach due to weather or other reasons. If closing the beach, notify the Police Department and Village Manager's Office.
- C.) Act as lifeguard when conditions warrant.

- D.) Facilitate beach usage log to record estimated beachgoers per day. Share record with Village staff at the conclusion of the lifeguarding season.
- E.) Maintain uniform reporting in incident log.
- F.) Evaluate daily conditions and beach activity to determine and adjust staffing levels. Any reduction in staffing levels must be reported each week to Village staff.
- G.) Ensure lifeguard staff has all resources necessary to perform rescue work.
- H.) Designate and manage swimming area with roped buoy markers.
- I.) Conduct periodic in-service protocol drills to ensure emergency procedures are adequate.
- J.) Conduct at least one pre-season and one post-season meeting with Shorewood Police, the Village Manager's Office, and North Shore Fire and Rescue to discuss/update beach emergency, rescue protocol and other expectations.
- K.) Conduct water quality safety check as per Village request.

Task 2 Provide Waterfront Certified Lifeguard coverage at Atwater Beach

- A.) Perform coverage at Atwater Beach daily starting third Saturday in June through third Sunday in August from 11:00 a.m. through 4:00 p.m.
- B.) Ensure that all water safety rules are observed by swimmers, utilizing a good knowledge of all aspects of water safety procedures.
- C.) Perform rescue work and when necessary render first aid until such time as a qualified doctor or other emergency personnel is present.
- D.) Ensure that all swimmers in the water are accounted for at all times.
- E.) Perform daily swimming area and beach safety sweeps.
- F.) Prepare daily incident/accident reports.
- G.) Ensure all Village rules and regulations pertaining to the beach are posted and observed.
- H.) Identify and address beachgoers who do not obey beach rules and regulations.
- I.) Handle inquiries or complaints from beachgoers in a diplomatic and professional manner.

Proposal Content

The proposal should not exceed ten (10) single-sided pages and should address the following:

- A.) Transmittal Information.
 - 1. Contractor's name, address, telephone number and contact person.
 - 2. Contractor's confirmation of understanding of the program and commitment to provide the appropriate personnel and equipment to perform the scope of services as defined in this document.

- B.) Approach.
 - 1. Provide a description of the anticipated services.
 - 2. Outline your proposed staffing levels and activities.
 - 3. Specify how you will be recruiting and selecting the lifeguards.
 - 4. Provide estimated hours for all tasks. Divide out estimated hours for the supervisor and lifeguards to be on duty. This shall be a not to exceed number.

- C.) Contractor Experience.
 - 1. Professional registrations or certifications of managers and drivers.
 - 2. Description of related past experience, particularly experience of a similar capacity on projects of comparable size and/or scope.

- D.) Cost.
 - 1. The Village is proposing to lock in a do not exceed cost annually.

2. Please include a table such as the one illustrated in Attachment A – Cost Sheet for 2019, 2020, and 2021.

E.) Contract

1. Please attach a copy of your standard contract (if available) for these types of services in the proposal.

F.) Insurance

1. The proposal must include either a description of the firm's insurance or a certificate of insurance outlining the firm's insurance policies which evidence compliance with the requirements noted in the *Terms and Conditions* section of this RFP.

G.) Examples of Work

1. Please provide up to three different examples of programs or services you've performed for other municipalities. The work should demonstrate a high quality service.

H.) References

1. Please provide references of current or previous clients you have worked with in the past.
2. It is highly recommended to include at least one municipality as a reference.

Terms and Conditions

Village Costs

The Village will pay the Service Provider for the services provided as described. Such payment shall be full compensation for all services rendered and for all supervision, labor, liability insurance, and other incidental costs.

Payment Terms

The Village will be responsible for following the payment schedule outlined by the selected Service Provider. Village will make payment as long as it receives invoice at least thirty days prior to outlined payment schedule and Service Provider successfully completed services as outlined. Scheduled invoice should include hours logged by both the supervisor and lifeguards.

Insurance

The successful firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Village. Such insurance shall be primary. Prior to execution of the written contract, the successful firm shall furnish the Village with a Certificate of Insurance listing the Village as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement. Failure to submit an insurance certificate, as required, can make the contract voidable at the Village's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by Village of Shorewood.

Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

Assignment or Subcontract

The contract may not be assigned or subcontracted by the firm without the written consent of the Village. If all or a portion on the contract work is proposed to assigned or subcontracted, the name of the individual(s) to complete the work, address and firm proposed shall be submitted within the scope of the proposal.

Independent Contractor Status

The firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

Indemnification and Defense of Suits

The firm agrees to indemnify, hold harmless, and defend the Village, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the firm, its employees, agents or subcontractors.

Contract Period and Termination of Contract

The contract period will be for 3 years, pending finalization of the service agreement. The Village reserves the right to cancel this Agreement within (30) days written notice. If the Service Provider elects to cancel the Agreement, it must provide (30) days written notice and it must be mutual between the Village and the Service Provider. If the Service Provider cancels this Agreement after advance payment for services has been rendered per the terms, the Service Provider will only be compensated on a pro-rata basis for actual work performed, and any remaining advance payment will be returned to the Village.

Professional Services Contract

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the firm's technical and price proposals, and any other written offers/clarifications made by the firm and accepted by the Village, will be incorporated into a contract between the Village and the firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Village Board, execution of the contract by the proper Village officials, and delivery of the fully-executed contract to the firm. Acceptance may be revoked

at any time prior to delivery of the fully-executed contract to the successful firm. The contract may be amended only by written agreement between the firm and the Village of Shorewood.

Selection Criteria

Village staff will consider the following in evaluation of the proposals:

1. General understanding of the scope of services.
2. Quality and content of the written proposal.
3. Experience and technical competence associated with the scope of services requested.
4. Ability to perform the program and scope of services within the necessary parameters.
5. Cost to execute services.

Instructions to Firms

Submittal Instructions

1. Please provide (1) digital copy of the proposal via email only to:
Project Manager: Tyler Burkart, Assistant Village Manager, Village of Shorewood
Email: tburkart@villageofshorewood.org
Identify proposal name into subject line of the email: Atwater Beach Lifeguard Services
Deadline: 4:00 p.m. CST, Wednesday, July 14, 2021
2. Proposals will be accepted on or before the deadline identified above. Proposals received after that date and time will be rejected. Proposals will not be opened publicly.
3. Questions regarding this RFP should only be directed to staff member identified above. Contact with elected officials, committee members and other staff members is grounds for disqualification.

This RFP does not commit the Village to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The Village reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the Village of Shorewood to do so.

Amendments

Amendment of proposals may be done as follows:

By Village: Proposals may be amended by the Village in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be mailed to prospective vendors.

By Firm: Proposals may only be amended after receipt by the Village by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the Village.

Proposals may be withdrawn only in total, and only by a written request to the Village prior to the time and date scheduled for opening of proposals.

Contract Administration

The staff member is the primary contact for contract administration of this proposal:

Tyler Burkart, Assistant Village Manager
tburkart@villageofshorewood.org
414-847-2705

In the absence of the primary contract, the secondary contract for contraction administration is:

Rebecca Ewald, Village Manager
rewald@villageofshorewood.org
414-847-2701



Request for Proposal – Issued 6/22/2021
ATWATER BEACH LIFEGUARD SERVICES
Village of Shorewood
Attachment A – Cost Sheet

Please provide the following details to inform the Village of estimated costs. The costs you provide below is a do not exceed number. Feel free to create your own cost sheet for ease of completion as long as it follows the format included below.

- Beach open 11 a.m. to 4 p.m. from third Saturday in June through third Sunday in August
- Two lifeguards from 11 a.m. to 1 p.m. and 3 to 4 p.m.
- Three lifeguards from 1 to 3 p.m.
- One of the lifeguards can be the Lifeguard Supervisor/Manager
- We ask that lifeguards be hired at a minimum of \$15 per hour.

Lifeguard Costs	2022	2023	2024
Rate per hour for Lifeguards			
Estimated Total Number of Hours			
Total Estimated Cost for Lifeguards			
Lifeguard Supervisor/Manager Costs	2022	2023	2024
Rate per hour for Lifeguard Supervisor			
Estimated Total Number of Hours			
Total Estimated Cost for Lifeguard Supervisor			
Other Personnel/Administrative Costs	2022	2023	2024
1. Include Name, Title, Total # of Hours, Total Cost			
2.			
3.			
Other Anticipated Costs	2022	2023	2024
1. Type of Cost, One-time/Reoccurring, Total Cost			
2.			
3.			
4.			
5.			
Total Estimated Cost	2022	2023	2024
Note: This is a “do not exceed” cost			