



REGULAR VILLAGE BOARD MEETING

MEETING NOTICE AND AGENDA

**VILLAGE OF WHITEFISH BAY
5300 North Marlborough Drive**

Monday, April 18, 2016, 7:00 PM

- I. Call to Order and Roll Call

- II. Consent Agenda – Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration under General Business.
 1. Minutes of regular meeting held on April 4, 2016.
 2. Investment Report for March 2016.
 3. Class “B” Beer/”Class B” Liquor License for SonFlower, LLC - restaurant to be located at 501 E. Silver Spring Drive.
 4. Annual appointment of Trustees to various Boards, Commissions and Committees.
 5. Village President’s recommended appointments to Boards, Commissions and Committees.

- III. Report of Village Officers
 1. Village Attorney
 2. Village Manager
 3. Village President
 4. Miscellaneous Trustee

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

V. General Business

1. Discussion/action on Resolution No. 2966 to adopt a Lead Water Service Replacement Policy.
2. Discussion/action regarding waiver of the special assessment process for the replacement of privately owned water service lines.
3. Discussion/action regarding Village Manager authorization to approve "Agreements and Temporary Construction Easements for the Replacement of Private Water Service."
4. Discussion/action regarding Village Manager authorization to approve "Agreements and Temporary Construction Easements for the Grading of Lawns, Removal and Replacement of Private Entrance Walks, Driveway, Driveway Edging, Retaining Walls, Fencing and Trees and Bushes to Match Existing Surfaces Outside of the Right of Way Limits."
5. Discussion/action on State / Municipal Agreement - WI DOT Hazard Elimination Safety (HES) Program - Intersection and Traffic Signals - Silver Spring Dr and Bay Ridge Ave.

VI. Adjourn

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

REGULAR VILLAGE BOARD MEETING

A regular meeting of the Board of Trustees of Whitefish Bay was held in the Village Board Room of Village Hall, 5300 North Marlborough Drive, April 4, 2016

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

I. Call to Order and Roll Call

President Siegel called the meeting to order at 7:00 pm.

Present: Trustees Saunders, Miller, Serebin, Fuda, Davis and President Siegel.

Excused: Trustee Demet

Also Present: Village Manager Steve Sheiffer
Assistant Manager Paul Boening
Director of Public Works John Edlebeck
Assistant Clerk Caren Brustmann

II. Consent Agenda

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

1. Minutes of regular meeting held on March 21, 2016.
2. Claims for March 2016.
3. Appointment of Robert Lesinski to the Whitefish Bay Civic Foundation Board.

III. Report of Village Officers

1. Village Attorney – excused
2. Village Manager

Village Manager Steve Sheiffer discussed lead water service lines and the possibility of replacing them during scheduled road construction. The content and levels of lead in the lines and how this content may be affected should these lines be replaced was discussed more in detail. The possible options for reconstruction or replacement of these lines were discussed, as well as the property owner's options for financial planning. The property owner may sign a voluntary assessment form and/or use the Village's financial plan should their line need to be replaced. There will be a neighborhood meeting on April 14th at 6pm to discuss options of replacement and will further be placed on the April 18th agenda for a decision on how to proceed.

3. Village President – no report
4. Miscellaneous Trustee – no reports

IV. Petitions and Communications

Dan Clines, 4618 N. Wilson Dr.; Stated the park across the street from his residence has a bar, which was in reference to the Beer Garden at Estabrook Park. Mr. Clines inquired on

noise control during these events. He was advised to contact the Milwaukee County Parks System.

Robert Crawford, 5017 N. Palisades Rd.; Acknowledged the Public Works Committee members for their hard work, preparedness, and high level discussions during their meetings.

V. General Business

1. Discussion/action on request for an exception to allow construction of a retaining wall within the Village right-of-way at 5418 N. Lake Drive.

Jeff Weber was present on behalf of Flagstone Landscaping to discuss the placement and structure of the wall in detail.

It was moved by Trustee Miller, seconded by Trustee Fuda, and unanimously carried by the Village Board to grant an exception to allow the retaining wall at 5418 N. Lake Drive within Village right-of-way subject to property owner execution of an Indemnification and Hold Harmless Agreement in a form subject to the Village Attorney's approval.

2. Discussion/action on Silver Spring Drive Master Plan Update.

Ray Krueger, chair of the CDA, was present to discuss the adoption and implementation of the Master Plan Update in detail.

It was moved by Trustee Miller, seconded by Trustee Fuda, and unanimously carried by the Village Board to adopt the Silver Spring Drive Master Plan Update.

3. Discussion/action regarding implementation of the Silver Spring Drive Master Plan Update.

Village Manager Steve Sheiffer discussed the details of the implementation of the Silver Spring Drive Master Plan Update as provided in his memo dated March 27, 2016.

4. Discussion/action regarding authorization of additional funding for the Retail Incentive Grant program.

It was moved by Trustee Fuda, seconded by Trustee Miller, and unanimously carried by the Village Board to authorize the use of an additional \$50,000 from TID #1 for the Retail Incentive Grant Program.

5. Discussion/action regarding waiver of the Business Improvement District's 2016 contribution to the Retail Incentive Grant program.

Jeff Comer, president of the BID, was present to share future goals and answer any questions regarding the Grant program.

It was moved by Trustee Fuda, seconded by Trustee Davis, and unanimously carried by the Village Board to waive the BID \$20,000 payment for the Retail Incentive Grant Program for 2016.

6. Discussion/action regarding authorization of additional activities/funds from TID #1.

It was moved by Trustee Fuda, seconded by Trustee Davis, and unanimously carried by the Village Board to authorize from TID #1, the sum of \$5,000 for the development of an implementation plan and \$7,500 for consultant assistance with property owner meetings.

7. Discussion/action on Ordinance No. 1820 regarding establishment of District 4B of the Zoning Code (Park District).

It was moved by Trustee Saunders, seconded by Trustee Davis, and unanimously carried by the Village Board to adopt Ordinance No. 1820 regarding establishment of District 4B of the Zoning Code (Park District).

8. Discussion/action on Ordinance No. 1821 to Rezone those portions of Milwaukee County parkland located in the Village of Whitefish Bay (Big Bay Park and Estabrook Park) from District 4 – Churches, Public Buildings & Grounds to District 4B – Park District.

It was moved by Trustee Saunders, seconded by Trustee Davis, and unanimously carried by the Village Board to adopt Ordinance No. 1821 to rezone those portions of Milwaukee County parkland located in the Village of Whitefish Bay (Big Bay Park and Estabrook Park) from District 4 – Churches, Public Buildings & Grounds to District 4B – Park District.

9. Discussion/action on Ordinance No. 1822 to Certify the District 2 Zoning Designation of the following properties located on E. Courtland Place: 1100, 1106, 1112, 1118, 1124, 1200, 1206, 1212, 1218, 1224, 1230, 1236 and 1242 and to correct the Official Zoning Map of the Village of Whitefish Bay to reflect said designation.

It was moved by Trustee Fuda, seconded by Trustee Saunders, and unanimously carried by the Village Board to adopt Ordinance No. 1822 to Certify the District 2 Zoning Designation of the following properties located on E. Courtland Place: 1100, 1106, 1112, 1118, 1124, 1200, 1206, 1212, 1218, 1224, 1230, 1236 and 1242 and to correct the Official Zoning Map of the Village of Whitefish Bay to reflect said designation.

10. Discussion/action on Resolution No. 2965 to update the Claims Processing Policy.

It was moved by Trustee Serebin, seconded by Trustee Davis, and unanimously carried by the Village Board to approve Resolution No. 2965 to update the Claims Processing Policy and to receive a report once a month.

11. Discussion/action on Ordinance No. 1824 to amend the Traffic Code (regarding traffic control recommendations from the Director of Public Works).

It was moved by Trustee Fuda, seconded by Trustee Serebin, and unanimously carried by the Village Board to adopt Ordinance No. 1824 to amend the Traffic Code (regarding traffic control recommendations from the Director of Public Works).

VI. Adjourn

There being no further business, it was moved by Trustee Fuda, seconded by Trustee Miller, and unanimously carried by the Village Board to adjourn the meeting at 8:17 pm.

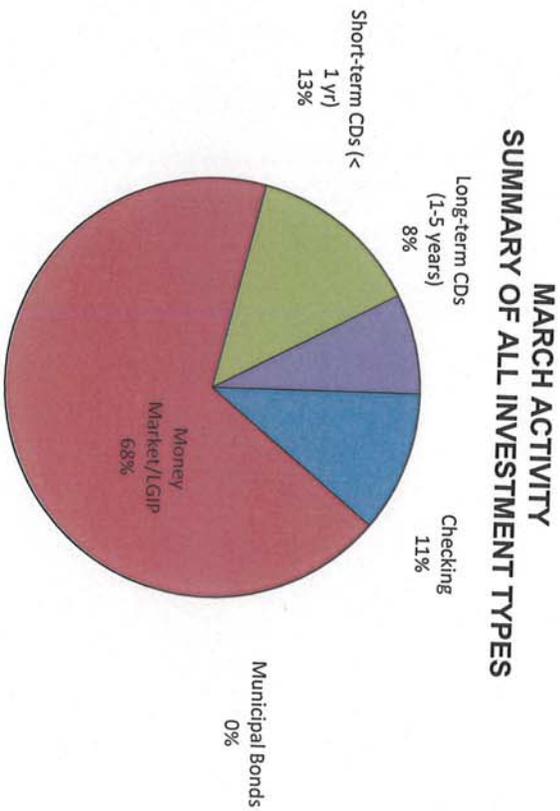
Caren Brustmann
Assistant Clerk

DRAFT

Summary of Investments March 2016

JRA
4/14/2016

Cash/Investment Type	Balance End of Month
BMO Harris Checking Account	\$ 2,416,797.00
LGIP	
Interest earned	\$ 14,518,412.76
6,779.30	
General Investments	
Money Market	\$ 17,819.87
Short-term CDs (less than 1 year)	\$ 1,584,968.40
Long-term CDs (1-5 years)	\$ 1,459,004.76
Municipal Bonds	\$ -
Interest Accrued	\$ 7,867.97
General Bond Proceeds	
Money Market	\$ 1,456.26
Short-term CDs (less than 1 year)	\$ 700,001.30
Long-term CDs (1-5 years)	\$ 250,000.00
Municipal Bonds	\$ -
Interest Accrued	\$ 656.71
Sewer Revenue Bond Proceeds	
Money Market	\$ 479,830.49
Short-term CDs (less than 1 year)	\$ 698,015.99
Long-term CDs (1-5 years)	\$ -
Municipal Bonds	\$ -
Interest Accrued	\$ -
Total - all Sources	
Checking	\$ 2,416,797.00
Money Market/LGIP	\$ 15,017,519.38
Short-term CDs (less than 1 year)	\$ 2,982,985.69
Long-term CDs (1-5 years)	\$ 1,709,004.76
Municipal Bonds	\$ -
Interest Accrued	\$ 15,303.98



ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning June 1st 20 16 ;
ending June 30th 20 16

TO THE GOVERNING BODY of the: Town of } Whitefish Bay
 Village of }
 City of }

County of Milwaukee Aldermanic Dist. No. _____ (if required by ordinance)

02

Applicant's WI Seller's Permit No. <u>456-1029205089</u> FEIN Number: <u>81-1358035</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>8.33</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>41.67</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>5.00</u>
TOTAL FEE	\$ <u>55.00</u>

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Sunflower, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Member Anne Marie Arroyo</u>	<u>5764 N. Santa Monica Blvd</u>	<u>Whitefish Bay, WI 53217</u>
Vice President/Member	<u>Member Tameka Dawn Greene</u>	<u>5764 N. Santa Monica Blvd</u>	<u>Whitefish Bay, WI 53217</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Anne Marie Arroyo</u>		
Directors/Managers			

3. Trade Name Sun Flower Bistro Business Phone Number 414-861-8127
4. Address of Premises 501 E. Silver Spring Drive Whitefish Bay, WI Post Office & Zip Code 53217

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 2/7/2016 of registration. Yes No
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Sold in restaurant dining area inside and outside patio and inside bar.

10. Legal description (omit if street address is given above): Stored in restaurant and basement of restaurant.

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued?
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
this 12 day of February, 20 16
[Signature]
(Clerk/Notary Public)
My commission expires 10/21/17

Anne Marie Arroyo
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
[Signature]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk/Deputy Clerk
<u>4/8/16</u>	<u>4/15/16</u>		<u>[Signature]</u>
Date license granted	Date license issued	License number issued	

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Whitefish Bay County of Milwaukee
 City

The undersigned duly authorized officer(s)/members/managers of San Flower LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as San Flower Bistro
(trade name)

located at 501 E. Silver Spring Drive Whitefish Bay WI 53217

appoints Anne Marie Arroyo
(name of appointed agent)
5764 N. Santa Monica Boulevard Whitefish Bay, WI 53217
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 47 years

Place of residence last year 5764 N. Santa Monica Boulevard Whitefish Bay, WI 53217

For: San Flower, LLC
(name of corporation/organization/limited liability company)

By: _____
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Anne Marie Arroyo, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Anne Marie Arroyo 2-10-2016 Agent's age 47
(signature of agent) (date)
5764 N. Santa Monica Boulevard Whitefish Bay, WI 53217 Date of birth 8-14-1968
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
 (Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Arroyo		Anne Marie			
Home Address (street/route)		Post Office	City	State	Zip Code
5764 N. Santa Monica Blvd			Whitefish Bay	WI	53217
Home Phone Number		Age	Date of Birth	Place of Birth	
414-801-8127		47	08-14-1968	Milwaukee	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Member** of **SanFlower, LLC**
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 47 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

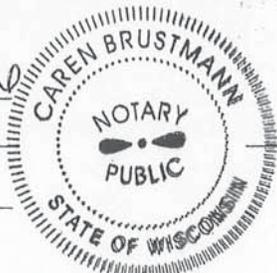
6. Named individual must list in chronological order last two employers.

Employer's Name Harley-Davidson Motor Co	Employer's Address 3200 W. Juneau Ave Milwaukee WI	Employed From 1/2003	To 12/2015
Employer's Name M&I First National Leasing	Employer's Address 250 E. Wisconsin Ave Milwaukee WI	Employed From 9/1999	To 12/2002

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 12 day of February, 2016
[Signature]
(Clerk/Notary Public)
My commission expires 10/21/17



[Signature]
(Signature of Named Individual)



AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Greene</u>		(first name) <u>Tamela</u>	(middle name) <u>DAWN</u>	
Home Address (street/route) <u>5764 N. Santa Monica Blvd</u>		Post Office	City <u>Whitefish Bay</u>	State <u>WI</u> Zip Code <u>53217</u>
Home Phone Number <u>414-801-8126</u>		Age <u>53</u>	Date of Birth <u>9-7-62</u>	Place of Birth <u>Portsmouth, OH</u>

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Member of San Flower, LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 16.5 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name <u>Haley-Davidson Motor Co.</u>	Employer's Address <u>3700 W. Juneau Ave, Kiel, WI</u>	Employed From <u>8/99</u>	To <u>12/15</u>
Employer's Name <u>The Kaiser Group</u>	Employer's Address <u>No longer in business Pittsburgh PA</u>	Employed From <u>8/98</u>	To <u>8/99</u>

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 12 day of February, 2016
[Signature]
(Clerk/Notary Public)



[Signature]
(Signature of Named Individual)

My commission expires 10/21/17



Printed on Recycled Paper



Village of Whitefish Bay
5300 N. Marlborough Drive
Whitefish Bay, Wisconsin 53217
Phone: 414-962-6690
Fax: 414-962-5651

Memorandum

To: Village Board
From: Paul Boening – Assistant Village Manager
Date: April 11, 2016
Re: Annual Appointment of Trustees to various Boards and Committees

In accordance with Village Code requirements, Village Trustee appointments to Boards and Committees shall occur annually each April.

President Siegel is recommending the following appointments for the 2016-17 term:

President Siegel

- Plan Commission (Chairperson per Code)
- Community Development Authority

Trustee Davis

- Civic Foundation Liaison
- Public Works Committee (Alternate)
- Building Codes Review Committee (Chair)

Trustee Demet

- Library Board
- Building Codes Review Committee

Trustee Saunders

- Historic Preservation Commission
- Building Codes Review Committee

Trustee Fuda

- Public Works Committee

Trustee Miller

- Public Works Committee (Chair)
- Community Development Authority

Trustee Serebin

- Public Works Committee
- Plan Commission

2016 Appointments – Village President’s Nominations

* All listed individuals are being recommended for reappointment

<i>NAME</i>	<i>POSITION</i>	<i>NEW TERM EXPIRES</i>
<u>ROY WAGNER</u>	<u>ARC (CHAIRPERSON)</u>	<u>2019</u>
<u>BOB ROWE</u>	<u>ARC (ALTERNATE)</u>	<u>2017 (1 YR FOR ALTERNATES)</u>
<u>MARY LAFROMBOIS</u>	<u>ARC (ALTERNATE)</u>	<u>2017 (1 YR FOR ALTERNATES)</u>
<u>PETER QUEHL</u>	<u>ARC (ALTERNATE)</u>	<u>2017 (1 YR FOR ALTERNATES)</u>
<u>KYLE BROWN</u>	<u>ARC (ALTERNATE)</u>	<u>2016 (1 YR FOR ALTERNATES)</u>
<u>MARK JOHNSON</u>	<u>BOARD OF APPEALS (CHAIRPERSON)</u>	<u>2019</u>
<u>PETER KUCHA</u>	<u>BOARD OF APPEALS (ALTERNATE)</u>	<u>2017 (1 YR FOR ALTERNATES)</u>
<u>MICHAEL KELLEY</u>	<u>BOARD OF APPEALS (ALTERNATE)</u>	<u>2017 (1 YR FOR ALTERNATES)</u>
<u>CHRISTOPHER WARE</u>	<u>BOARD OF REVIEW</u>	<u>2021</u>
<u>HANK SCHNEIDER</u>	<u>BOARD OF REVIEW</u>	<u>2021</u>
<u>MOLLY ZILLIG</u>	<u>BOARD OF REVIEW (ALTERNATE)</u>	<u>2017 (1 YR FOR ALTERNATES)</u>
<u>KEVIN SCHUK</u>	<u>BID (BUSINESS MEMBER)</u>	<u>2019</u>
<u>JONATHAN NIEHAUS</u>	<u>BID (BUSINESS MEMBER)</u>	<u>2019</u>
<u>MICHAEL DWYER</u>	<u>COMMUNITY DEVELOPMENT AUTHORITY</u>	<u>2020</u>
<u>CAROL KRIGBAUM</u>	<u>HISTORIC PRESERVATION</u>	<u>2019</u>
<u>THOMAS FEHRING</u>	<u>HISTORIC PRESERVATION</u>	<u>2019</u>
<u>JULIE GILPIN</u>	<u>HISTORIC PRESERVATION</u>	<u>2018</u>
<u>MARK HUBER</u>	<u>PLAN COMMISSION</u>	<u>2019</u>
<u>JOSEPH SAUER</u>	<u>PLAN COMMISSION</u>	<u>2019</u>
<u>JULIE GILPIN</u>	<u>POLICE COMMISSION</u>	<u>2021</u>
<u>CHRISTOPHER SIMENZ</u>	<u>BOARD OF HEALTH</u>	<u>2018</u>

April 15, 2016

To: Village Board

Subject: Discussion/ Action on Agenda Items Related to Lead Water Service replacements including Resolution #2966.

From: Steven Sheiffer - Village Manager *Steve*

Background Information

Village records indicate there are 4848 water service lines in the Bay. We have completed data input on all of the old records and have found 62% of the private water service lines are lead. Within the public right of way the number of lead water services is expected to be higher. However, given the age of some of the information, field verification should occur before the actual replacement of any water service lines.

The water in the mains is at about 50% of the allowable lead limit. The North Shore Health Department has data that shows about 40% of North Shore children have been tested and 17% had an elevated lead level based on a fairly new, more stringent Federal standard. Under the old standard the percentage was about 2%. For Whitefish Bay, of the 90 children tested, only 3 were above this new limit. There are also many potential sources of lead exposure besides drinking water.

Studies have shown that if only a portion of a lead water service line is replaced, the risk of lead exposure at the homeowners tap may temporarily increase. Information about ways to protect yourself against lead exposure can be found on the websites of the North Shore Water Commission as well as North Shore Health Department.

In the past 15 years when the Village replaced water main it replaced some of the public water service lines with copper or plastic. We believe there are approximately 600 properties where a new non-lead public water service line had been installed during that period. It is assumed most of the public water service lines replaced were lead. The affected property owners were not informed at that time that they should replace their side of the service line which may have been lead.

The Village has three major infrastructure projects scheduled for 2016.

- a. On Elkhart Avenue the water main is being replaced including the Village's portion of the water service lines. Of the 40 service lines, 33 are expected to be lead on the property owners side.
- b. On Sheffield Avenue the water main is not being replaced. Of the 40 service lines, 5 are expected to be lead on the property owners side.
- c. On Berkeley Boulevard the water main is not being replaced except for a small 100 foot section of main. Of the 77 service lines, 18 service lines are expected to be

lead on the property owners side.

It is estimated that most Village-owned water services in the public right of way are lead water services. This is being confirmed now that construction has begun. The exact number on each street is unknown at his time.

The Public Works Director has estimated costs as follows:

- a. Average estimated Village cost to open cut and bore lead water service replacement on reconstruction projects: \$3,000.00 - \$4,000.00
- b. Average estimated Village cost to open cut and bore lead water service replacement on non-reconstruction projects: \$7,000.00 - \$10,000.00
- c. Average estimated Property owner cost to open cut and bore lead water service replacement: \$2,000.00 - \$4,000.00

The Village cost for the new service lines on Elkhart Avenue was included in the bids. For Sheffield Avenue and Berkeley Boulevard there are a total of 117 properties. If you assume most of the water services in the public right of way are lead, the additional cost to the Village would be approximately \$ 350,000. We are currently field verifying this information and expenses may vary. This additional cost can be managed within the Board's adopted fiscal strategy.

If the Village's service line is replaced and the resident's portion is not then there is expected to be a temporary increase in lead levels. The length of time is not definitive. Initial and daily flushing of the line inside the house would be advised. Some of the property owners may also have lead piping inside of their house.

The 2016 budget estimate for Water Utility rate payer revenue is \$1,940,879. The Village's costs are funded thru Debt issuance. For each \$19,408 increase in Debt Service a 1% rate increase may be necessary. Each \$10,000 bonded over 20 years would have an average debt service of \$ 720 at a 3% interest rate and equal annual debt service payments.

If the Village elected to replace 2500 service lines separate from street reconstruction projects at an estimated cost of \$7,000 each, the total cost would be \$ 17,500,000. The average debt service increase would be approximately \$1,260,000 and the rate increase would be approximately 65%.

If a Village side service line is replaced outside of a reconstruction project, then the road surface will normally need to be cut. If the street is concrete, the patch will be effective and permanent. If a bituminous street is cut several times, the patches will result in small areas of even surfaces. However, if a significant number of cuts are made in a

bituminous street, just patching will not be sufficient. The street will need to be milled and overlaid at an approximate cost of \$50 per lineal foot or approximately \$264,000 per mile. The number of miles necessary is indeterminate. This cost would be in addition to the 65% rate increase and be shared by the Water Utility and General Fund.

Proposed Policy

The attached Resolution and Policy include full background information.

In summary:

- a. A formal uniform policy is proposed.
- b. Whenever the Village undertakes a full pavement reconstruction project all known Village lead service lines would be replaced at Village Cost.

Property owners would be provided with full information and be encouraged to voluntarily replace their lead service line at their cost.

- c. For all other properties not related to a full pavement reconstruction project:
 1. If a property owner replaces their lead service line due to documented leaks, the Village would replace the public side at Village expense.
 2. For known properties where the Village has replaced the public lead water service line in prior years, the Village will encourage property owners to replace their privately owned portion of the lead water service from their shutoff valve to their water meter, or take other appropriate actions.
- d. The Village would provide information; construction coordination; and a voluntary financing plan (Waiver of Special Assessment Process) for private service line replacement work.

The proposed policy should be considered a “work in progress” so that as new information becomes available it can be amended.

Policy Implementation

Policy implementation will require an Agreement and Temporary Construction Easement and a Waiver of Special Assessment. The remaining two agenda items authorize the procedure and delegates approvals to the Village Manager.

Recommendations

The Public Works Committee and Village Manager recommend:

The Village Board vote to “adopt resolution # 2966 and the Lead Water Service Replacement Policy.”

The Village Board vote to “authorize the Village Manager to approve voluntary Waivers of the Special Assessment Process for the replacement of private water services.”

The Village Board vote to “authorize the Village Manager to approve Agreements and Temporary Construction Easements for the Replacement of Private Water Service.”

Thank you for your consideration.

cc: Chris Jaekels Esq - Village Attorney

STATE OF WISCONSIN : MILWAUKEE COUNTY : VILLAGE OF WHITEFISH BAY

RESOLUTION NO.2966

ADOPTING A LEAD WATER SERVICE REPLACEMENT POLICY FOR THE VILLAGE OF
WHITEFISH BAY

The Board of Trustees of the Village of Whitefish Bay adopts the following Resolution:

WHEREAS, the Village's Water System includes Village owned lead water service laterals from the main to the water shut off valve in the vicinity of the property line; and

WHEREAS, private property owners are responsible for the water service laterals from the water shut off to the water meter; and

WHEREAS, the privately owned water service laterals may also be lead; and

WHEREAS, when either the public or private lead service line is replaced during construction there may be a temporary increase in lead levels in the water; and

WHEREAS, the Village Board has concluded that in order to protect the Public Health a program to replace lead water service lines in the Village is required; and

WHEREAS, the Village Board has concluded that a uniform, formal, and public lead water service replacement policy is in the public interest; and

WHEREAS, the Public Works Committee and Village Manger have recommended the attached " Village of Whitefish Bay Lead Water Service Replacement Policy "effective April 18, 2016; and

NOW, THEREFORE, the Village Board of the Village of Whitefish Bay, Milwaukee County, Wisconsin, HEREBY RESOLVES to adopt the attached Village of Whitefish Bay Lead Water Service Replacement Policy effective April 18, 2016

PASSED AND APPROVED this the 18th day of April 2016, by the Village Board of the Village of Whitefish Bay, Wisconsin.

Julie Siegel, Village President

(Attest)

Jennifer Amerell, Village Clerk

4/15/16 draft

Village of Whitefish Bay

Lead Water Service Replacement Policy

(Adopted April 18, 2016 by Resolution #2966).

¹Introduction

The Village is responsible for the costs associated with property owner water service replacement from the water main to the service shutoff valve, located anywhere from the back of curb to the property line on the homeowner side of the public sidewalk. The property owner is then responsible for the remainder of the water service replacement, from the service shutoff valve into the home connecting to the water meter.

The Village of Whitefish Bay potable drinking water is supplied by the North Shore Water Commission and meets all state and federal drinking water standards for the numerous regulated constituents, including lead. Studies however have shown that if only a portion of a lead water service line is replaced, the risk of lead exposure at the homeowners tap may temporarily increase. Information about lead water services and ways to protect yourself against lead exposure can be found on the websites of the North Shore Water Commission as well as North Shore Health Department. The Village does not have a complete and accurate list of existing pipe material for all private property owner water services in the Village. Public Works Department staff will continue to revise and update the list it does have and field verify as appropriate.

Annual public full roadway pavement and utility reconstruction projects in the Village provide cost effective opportunities for both the Village as well as property owners to replace existing lead water services with new copper or plastic water services. This is true whether the water main replacement is or is not part of the full roadway pavement or utility reconstruction project scope of work.

With this in mind, the Village encourages property owners with lead water services to replace their private water service, or take other appropriate actions, where

¹ This policy is a statement of intent on behalf of the Village Board with regard to its desired approach to its discretionary authority and that of Village employees. It creates no ministerial duty whatsoever on the part of the Village or its employees and requires discretionary funding from the Village and discretionary acts on the part of the Village and its employees. In no way can this Policy form the basis of a claim for liability against the Village.

the Village desires to proceed with water service replacement in the public right of way. The Village will endeavor to assist those property owners by providing contractor resources, if desired, to assist in the decision making process, and if applicable, incorporating the water service replacement work into larger roadway or utility reconstruction projects at the property owners expense.

Statement of Policy

A. Full roadway pavement removal and reconstruction work

When the Village is completing full roadway pavement removal and reconstruction work, the Village shall make an effort to replace all known lead water services within the public right of way with non-lead services from the water main to the shutoff valve located at approximately the property line, at the full expense of the Village. The Village will attempt to notify and educate those property owners of the benefits of either (i) paying for the replacement of their private lead water service from the shutoff valve to their water meter or (ii) taking other appropriate actions.

The Village will provide property owners the ability to utilize Village contractors to complete their private lead water service replacement work, at the full expense of the property owner. The Village will also establish and maintain a voluntary financing program (Waiver of Special Assessment) with payments that are repaid to the Village with interest. This program would be made available to property owners to fund their private lead water service replacement work.

B. Replacement of Lead Water service Lines not related to full roadway pavement removal and reconstruction work

- 1) Property Owner requests the Village replace the Village owned water service line

Upon the written request by a property owner who has documented leaks in their private lead water service line that requires its replacement, the Village, at its full expense, may replace the lead water service in the public right of way from the water main to the shutoff valve.

Prior to the replacement the property owner must submit a written request including a commitment to replace their lead water service line concurrently with the replacement of the Village line.

2) Village has replaced the Village owned lead water service line in the past

For known properties where the Village has replaced the public lead water service line, the Village encourages property owners to replace their privately owned portion of the lead water service from their shutoff valve to their water meter, or take other appropriate actions.

The Village upon written request of the property owner will provide property owners the ability to utilize Village contractors to complete their private lead water services replacement work, at the full expense of the property owner. Replacements will be scheduled during the following year construction season for cost efficiency reasons.

The Village will provide the voluntary "Waiver of Special Assessment" funding mechanism to be used by property owners at their discretion for work completed by the Village on behalf of the property owner. No work should proceed on the Village's part on private property without a signed "Agreement and Temporary Construction Easement for Replacement of Private Water Service".

Policy Implementation

A. Protocol for Lead Water Service Replacement During Full Roadway Pavement and Utility Reconstruction Projects

The Village will attempt to identify known water service pipe material for private water service laterals on all properties located on the full roadway pavement and utility reconstruction projects. Note that the Village does not have records indicating existing water service pipe material for private laterals on all properties in the Village.

The Village will attempt to notify each property owner by letter regarding:

- Pipe material of their water service per Village records, as well as directions on how property owners can identify existing water service pipe material
- Information regarding lead water services and lead exposure as well as resources for property owners to obtain more information on this matter
- Scope and timing of the proposed full roadway pavement or utility reconstruction project

- Desire by the Village to replace all lead water services and encouragement to the property owners to replace their side of the water service or take other appropriate actions.
- Estimated cost associated to the homeowner for water service replacement on their side.
- Estimated cost associated to the Village for water service replacement
- Description of the Village Waiver of Special Assessment Process available to the property owner.
- Deadline date for the property owner to notify the Village of their desire to replace their private water service, determination of desire to include it in the proposed public project and sign the Special Assessment Waiver and Temporary Construction Easement or desire to proceed as separate privately contracted work.

The Village will then schedule or coordinate this water service replacement work with the contractor performing the reconstruction project per bid prices, with a utility contractor under contract by the Village or with the property owner's utility contractor.

All work by the Village on private property will require the appropriate "Agreement/Temporary Construction Easement" and "Waiver of Special Assessment" to be signed by the property owner.

The Village Finance Director will be given property owner and billing information for this private work if the work is completed under Village contract. Assessments will be sent out to affected property owners by the Finance Director.

B. Protocol for Lead Water Service Replacement Not Related to Full Roadway Pavement and Utility Reconstruction Projects

1. For property owner requests due to a leaking private lead water service line

The Village will be responsive to property owners and assist them in confirming that their water service pipe material is lead. Note that the Village does not have records indicating existing water service pipe material for all properties in the Village.

Upon receipt of the appropriate documentation the Village will then schedule or coordinate this water service replacement work with a utility contractor under

contract by the Village or with the property owner's utility contractor. All work by the Village on private property will require the appropriate "Agreement/Temporary Construction Easement" and "Waiver of Special Assessment" to be signed by the property owner.

The Village will fund its replacement of the Village lead water service line to avoid any partial lead water service replacements initiated by property owners.

2. For property owner replacements where the Village has in prior years replaced the public water service line with copper or plastic.

The Village will be responsive to property owners and assist them in confirming that their water service pipe material is lead. Note that the Village does not have records indicating existing water service pipe material for all properties in the Village.

The Village will then schedule or coordinate this water service replacement work with a utility contractor under contract by the Village or with the property owner's utility contractor. All work by the Village on private property will require the appropriate "Agreement/Temporary Construction Easement" and "Waiver of Special Assessment" to be signed by the property owner.

The Village will make every effort to share:

- Information regarding lead water services and lead exposure as well as resources for property owners to obtain more information on this matter
- Schedules of any known proposed upcoming Village Public Works projects adjacent to their property
- Estimated costs associated to the homeowner for water service replacement
- Estimated costs associated to the Village for water service replacement
- Description of the Village voluntary special assessment process available to the property owner and waiver of special assessment hearing.

Village Finance Director will be given property owner and billing information for this private work if the work is completed under Village contract. Assessments will be sent out to affected property owners by the Finance Director.

Attachments

“Voluntary Waiver of Special Assessment Notices and Hearing”

“Agreement and Temporary Construction Easement for Replacement of Private Water Service”

**AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT
FOR
REPLACEMENT
OF
PRIVATE WATER SERVICE**

This agreement ("**Agreement**") is made and entered into this ___ day of _____, 2016 by and between _____ ("**Owner**") and the VILLAGE OF WHITEFISH BAY, a Wisconsin municipal corporation, including the Village of Whitefish Bay Water Utility (collectively "**Village**") (each individually "**Party**" or collectively, "**Parties**").

WITNESSETH:

WHEREAS, Owner owns certain property located at _____, Whitefish Bay, Wisconsin (the "**Property**"); and

WHEREAS, Village intends to replace the water main and/or the lead water service line it owns which provides water service to the Property; and

WHEREAS, the Owner desires to replace the private water lateral connecting the water main to the Property; and

WHEREAS, the Owner requests that the Village replace said private water lateral.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants of the Parties hereto, it is hereby agreed as follows:

1. The Village will remove and replace any existing private water service lateral on the Property that is connected to a water main that the Village intends to replace, from approximately the private property line of the Property to and into the occupied structure(s) on the Property and will connect the new water service to the existing water meter(s) located on the Property ("**Installation**").

2. The Owner hereby provides a temporary construction easement ("**Easement**") to the Village for purposes of the Installation. The Village will conduct the Installation in a workman like manner and will restore the Property to substantially the condition in which it existed prior to the Installation ("**Restoration**"). Village Restoration shall continue through at least one full growing season. The Easement shall remain in place from the date of execution of this Agreement until the later of completion of Installation and Restoration, or December 31, 2017. Access pursuant to this Easement on the part of the Village, its contractors, agents, employees, or subcontractors, shall be limited to daylight hours and shall only be upon reasonable advance notice to the Owner.

3. Owner agrees that all costs of Installation and Restoration are the responsibility of the Owner, and the Property will be assessed for all costs of Installation subject to, and in accordance with, the Voluntary Waiver of Special Assessment Notices and Hearing which has been executed by Owner and provided to Village.

4. Upon completion of the Installation (exclusive of Restoration), ownership rights and responsibility including all costs of, and responsibilities for, operation, maintenance, repair, and use of the Installation shall be the responsibility of the Owner and Village shall have no responsibility whatsoever for such costs, other than the completion of Restoration through one full growing season.

5. All manufacturer and contractor warranties or guarantees with regard to the Installation and Restoration shall inure to the benefit of the Owner. The Village provides no guarantee or warranty whatsoever with regard to the Installation and Restoration once complete.

6. The Owner and the Village hereby indemnify and hold one another harmless for any injuries, losses, damages, costs and expenses to the extent resulting from their own acts, omissions, or negligence.

7. This Agreement shall run with the land and shall inure to the benefit of, and be binding upon, the Owner, the Village and their respective heirs, successors and assigns including, without limitation, all subsequent owners of the Property.

8. This Agreement shall be governed by the laws of the State of Wisconsin without giving effect to its conflict of laws provisions.

9. No change or modification of this Agreement shall be valid unless in writing and signed by the Owner and the Village.

10. The invalidity or unenforceability of any provision of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted.

11. The Parties to this Agreement had full opportunity to negotiate its terms and consult with counsel based on authorship. Neither Party shall claim or enjoy any preference or advantage with regard to the interpretation of its terms.

12. No delay or omission by a Party in exercising any right or power arising out of any opposing Party default or inaction under the terms or conditions of this Agreement shall be construed to be a waiver of that right or power. A waiver by one Party of any of the obligations of the other Party shall not be construed to be a waiver of any breach of any other terms or conditions in the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to take effect as of the date first written above.

OWNER:

By: _____

and

VILLAGE

VILLAGE OF WHITEFISH BAY, WISCONSIN
a municipal corporation,

By: _____

Steven Sheiffer, Village Manager

This instrument was drafted by:

Christopher J. Jaekels, Esq.
Davis & Kuelthau, s.c.
111 East Kilbourn Avenue – Suite 1400
Milwaukee, Wisconsin 53202

April 11, 2016

To: Village Board

Subject: Authorization for the Village Manager to approve Agreement and Temporary Construction Easements Concerning the Reconstruction of Berkeley Boulevard

From: Steven Sheiffer - Village Manager 

As part of the Berkeley reconstruction project, the Village has worked with the adjacent property owners to remove the hill - hump for safety reasons. This requires work on six private properties to tie in the grades at Village expense.

The Village Attorney prepared the attached "Agreement for the Grading of Lawns, Removal and Replacement of Private Entrance Walks, Driveway, Driveway Edging, Retaining Walls, Fencing and Trees and Bushes to Match Existing Surfaces Outside of the Right of Way Limits."

We anticipate six of these Agreements.

I request the Village Board vote to: "authorize the Village Manager to execute on behalf of the Village the agreements for the Grading of Lawns, Removal and Replacement of Private Entrance Walks, Driveway, Driveway Edging, Retaining Walls, Fencing and Trees and Bushes to Match Existing Surfaces Outside of the Right of Way Limits for Berkeley Boulevard.

Thank you for your consideration.

cc: Chris Jaekels Esq - Village Attorney

**AGREEMENT FOR GRADING OF LAWN, REMOVAL AND REPLACEMENT OF
PRIVATE ENTRANCE WALK, DRIVEWAY, DRIVEWAY EDGING, RETAINING
WALLS, FENCING AND TREES/BUSHES TO MATCH EXISTING SURFACE
OUTSIDE OF RIGHT OF WAY LIMITS**

This agreement ("**Agreement**") is made and entered into this ___ day of _____, 2016 by and between Judson Snyder and Jessica Snyder ("**Owner**") and the VILLAGE OF WHITEFISH BAY, a Wisconsin municipal corporation ("**Village**") (each individually "**Party**" or collectively, "**Parties**").

WITNESSETH:

WHEREAS, Owner owns certain property located at 6224 North Berkeley Boulevard, Whitefish Bay, Wisconsin 53217 ("**Property**"); and

WHEREAS, the Village intends to attenuate the public right-of-way ("**ROW**") by regrading adjacent to the front yard of the Property; and

WHEREAS, the Village desires to regrade and restore the Property to match the new grade of the ROW.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants of the Parties hereto, it is hereby agreed as follows:

1. The Village will regrade the Property and remove and replace private entrance walks, driveways, driveway edging, retaining walls, fencing and landscaping ("**Installation**") in the front yard of the Property. The Installation will be of a quality as good as or better than the current condition of the Property in all respects.

2. The Owner hereby provides a temporary construction easement ("**Easement**") to the Village for purposes of the Installation. The Village will conduct the Installation in a workman like manner and will restore the Property to substantially the condition in which it existed prior to the Installation ("**Restoration**"). The Easement shall remain in place from the date of execution of this Agreement until the later of completion of Installation and Restoration, or December 31, 2016. Access pursuant to the Easement on the part of the Village, its contractors, agents, employees, or subcontractors, shall be limited to daylight hours and upon reasonable advance notice to the Owner.

3. All costs of Installation and Restoration shall be at the sole expense of the Village. **Driveway will be replaced in kind approximately the first 15 feet from property line. Existing flagstone abutting the sidewalk and driveway to be reset after grading is complete. Contractor shall take proper precautions not to disturb the existing basketball hoop. Project yard regrading will coordinate with homeowner private tree removal work.** Any preapproved reasonable costs incurred by the Owner in furtherance of the Installation and Restoration shall be reimbursed to the Owner by the Village upon thirty (30) days written notice.

April 15, 2016

To: Village Board

Subject: State / Municipal Agreement
WI DOT Hazard Elimination Safety (HES) Program
Intersection and Traffic Signals - Silver Spring Dr and Bay Ridge Ave

From: John Edlebeck - Director of Public Works 

Summary

The Village applied for and was awarded the above described WI DOT HES grant for the replacement of the traffic signals and roadway improvements at the intersection of Silver Spring Drive and Bay Ridge Road. This intersection is known to have a higher than average vehicular crash rate combined with a high traffic and pedestrian volume. These intersection improvements will greatly improve safety for motorists, pedestrian and bicyclists.

The project scope includes both design engineering and construction with funding 90% state and 10% Village. Attached is a copy of the Agreement. The Village's share would be funded by TID#1.

Recommendations

The Public Works Committee and Village Public Works Director recommend:

The Village Board vote to "approve the State / Municipal Agreement for the WI DOT Hazard Elimination Safety (HES) Program for the Intersection and Traffic Signal work at Silver Spring Dr and Bay Ridge Ave, and authorize the Village Manager to execute it."

Thank you for your consideration.

cc: Steve Sheiffer, Village Manager
Chris Jaekels Esq - Village Attorney



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Date: April 11, 2016
 I.D.: 2090-03-01/71
 Road Name: E Silver Spring Dr.
 Limits: Intersection with Bay Ridge Ave
 County: Milwaukee
 Roadway Length: 0.01 Miles

The signatory Village of Whitefish Bay, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase		Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	1	\$ 41,200	\$ 37,080	90%	\$ 4,120	10%
Construction: Roadway	1	\$ 286,443	\$ 257,799	90%	\$ 28,644	10%
Total Cost Distribution		\$ 327,643	\$ 294,879		\$ 32,764	

1 Federal funding maximum of \$37,080 for Design, and \$257,799 for Construction
 Costs in excess of this amount shall be the responsibility of the Municipality.

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the Village of Whitefish Bay (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title SE Region Planning Chief	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:

- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal/State participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all community sensitive solutions and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
 9. Basis for local participation as specified in Surface Transportation Program—(H.S.I.P.) Safety regulations: Participation is based on actual costs incurred, all costs listed in Table I: Summary of Costs are approximate

costs unless otherwise noted.

- (a) Funding for preliminary engineering: Design is funded with 90% Federal funding up to a maximum of \$37,080 when the Municipality agrees to provide the remaining 10% and any funds in excess of the federal funding maximum.
- (b) Funding for construction: Construction is funded with 90% Federal funding up to a maximum of \$257,799 when the Municipality agrees to provide the remaining 10% and any funds in excess of the federal funding maximum.

[END]