REGULAR VILLAGE BOARD MEETING

MEETING NOTICE AND AGENDA

VILLAGE OF WHITEFISH BAY
5300 North Marlborough Drive

Monday, December 5, 2016, 6:00 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 November 21, 2016.
2. Claims for November, 2016.

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 Certified Survey Map to combine the existing lots at 530/600 E. Carlisle Avenue into a single parcel.

2. Discussion/Action regarding future Village Board meeting dates.

3. Discussion/Action on Resolution No. 2985 – Initial Resolution authorizing $12,380,000 General Obligation Refunding Bonds.

4. Discussion/Action regarding *Bay Leaves* magazine and the Village's Communication Program.

5. Discussion/Action regarding award of the 2017 Tree Pruning Contract.

6. Discussion/Action regarding award of the Lancaster Storm Sewer Lining Project Contract.

7. Discussion/Action regarding Engineer Services Agreement with Clark Dietz.

8. Discussion/Action on agreement with Armstrong Consulting Group, Inc. for 2017 Computer Network Services.

VI. Adjourn

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. Contact Village Hall at (414) 962-6690. It is possible that members of and possibly a quorum of members of other Boards, Commissions, or Committees of the Village including in particular the Plan Commission may be in attendance in the above stated meeting to gather information; no action will be taken by any other Boards, Commissions, or Committees of the Village except by the Board, Commission, or Committee noticed above. Agendas and minutes are available on the Village website (www.wfbvillage.org)

REGULAR VILLAGE BOARD MEETING November 21, 2016

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, November 21, 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 6:02 pm.

Present:	Trustees Davis, Saunders, Miller, Demet, Serebin, Fuda (arrived at 6:04pm) and President Siegel
Also Present:	Village Manager Steve Sheiffer Police Chief Michael Young Finance Director Jen Amerell Assistant Village Manager Paul Boening Director of Building Services Joel Oestreich Director of Public Works John Edlebeck Communication Specialist Jenny Heyden Deputy Clerk Caren Brustmann

II. PUBLIC HEARING ON 2017 VILLAGE BUDGET

1. Public Discussion - None
2. Board Discussion

Trustee Miller confirmed that there is a 1% increase in property taxes including sewer rates, water rates, and storm water utility rates.

III. Consent Agenda

It was moved by Trustee Saunders, seconded by Trustee Davis, and unanimously carried by the Village Board to approve the following items on the consent agenda;

1. Minutes of regular meeting held on November 7, 2016.
2. Investment report for October, 2016.
3. Referral of Ordinance to Plan Commission (Ord. No. 1828 Regarding Member Composition of the Historic Preservation Commission).
4. 2017 Whitefish Bay Business Improvement District Operating Plan.

IV. Report of Village Officers

1. Village Attorney

Village Attorney Chris Jaekels noted the Village has not yet received any applications to place tall telephone polls in right of ways, however Bayside has.

2. Village Manager

Village Manager Steve Sheiffer shared the Village authorized the purchase of three new snow plow trucks.

3. Village President

Village President Julie Siegel shared she will be lighting the tree at the Holiday parade.

4. Miscellaneous Trustee Reports

Trustee Saunders questioned why there are leaves still loose in the street and the process of picking up the remaining piles.

5. Staff Reports – No reports

V. **Petitions and Communications** - None

VI. **General Business**

1. **Presentation by North Shore Health Department Director/Health Officer Ann Christiansen (includes potential Village Board discussion).**

Ann Christiansen from the North Shore Health Department gave an overview of the goals, disease prevention, budget overview, and activities practiced by the Health Department.

2. **Traffic Study Presentation by TADI (Silver Spring Drive and other Miscellaneous Locations) (includes potential Village Board discussion).**

John Campbell, Senior Traffic Engineer of TADI, presented a summary of strategies for reducing crashes throughout the community, focusing on Silver Spring Drive. The presentation addressed both traffic and pedestrian safety.

3. **Discussion/action to adopt Resolution No. 2981 – A Resolution to Increase Local Sewer User Charges.**

It was moved by Trustee Demet, seconded by Trustee Miller, and unanimously carried by the Village Board to adopt Resolution No. 2981 – A Resolution to Increase Local Sewer User Charges.

4. **Discussion/action to adopt Resolution No. 2982 to adopt the 2017 Budget for the following utility funds:**

- **Water Utility**
- **Sewer Utility**
- **Stormwater Utility**
- **Parking Utility**
- **TID No. 2 Fund**

It was moved by Trustee Miller, seconded by Trustee Saunders, and unanimously carried by the Village Board by a roll call vote, to adopt Resolution No. 2982 to adopt the 2017 Budget for the following utility funds:

- Water Utility
- Sewer Utility
- Stormwater Utility
- Parking Utility

5. **Discussion/action to adopt Resolution No. 2983 to extend the tax levy for the year 2016 and to adopt the 2017 Budget for the following funds:**

- **General Fund**
- **Library Fund**
- **Debt Service Fund**
- **Capital Fund**
- **Special Assessment Fund**
- **Borrowed Money Fund**
- **TID No.1 Fund**
- **TID No. 2 Fund**

It was moved by Trustee Davis, seconded by Trustee Demet, and unanimously carried by the Village Board by a roll call vote to adopt Resolution No. 2983 to extend the tax levy for the year 2016 and to adopt the 2017 Budget for the following funds:

- General Fund
- Library Fund
- Debt Service Fund
- Capital Fund
- Special Assessment Fund
- Borrowed Money Fund
- TID No.1 Fund
- TID No. 2 Fund

6. **Discussion/action to adopt Resolution No. 2984 authorizing the extension of assessments, special charges, and delinquencies on the 2016 tax roll for the following:**

- **Streets, sidewalks, alleys and sewer improvement assessments**
- **Business Improvement District assessments**
- **Alley lighting charges**
- **Delinquent water/sewer/stormwater user charges**
- **Miscellaneous delinquent charges**

Trustee Saunders thanked Finance Director Jen Amerell, Village Manager Steve Sheiffer, and Department Heads, for all of their dedicated, hard work towards the 2017 budget.

It was moved by Trustee Serebin, seconded by Trustee Saunders, and unanimously carried by the Village Board by a roll call vote to adopt Resolution No. 2984 authorizing the extension of assessments, special charges, and delinquencies on the 2016 tax roll for the following:

- Streets, sidewalks, alleys and sewer improvement assessments
- Business Improvement District assessments
- Alley lighting charges

- Delinquent water/sewer/stormwater user charges
- Miscellaneous delinquent charges

7. Discussion/action on Ordinance No. 1829 to amend the Traffic Code (regarding an overnight parking permit zone in the 4800 block of Santa Monica Blvd. and a No Parking during School Days zone on Wildwood Ave.).

It was moved by Trustee Serebin, seconded by Trustee Davis, and unanimously carried by the Village Board to adopt Ordinance No. 1829 to amend the Traffic Code (regarding an overnight parking permit zone in the 4800 block of Santa Monica Blvd. and a No Parking during School Days zone on Wildwood Ave.).

8. The Village Board may convene into Closed Session pursuant to Wisconsin State Statute §19.85(1)(e) deliberating or negotiating the purchase of public property, investing of public funds, conducting other specified business whenever competitive and/or bargaining reasons require a closed session – specifically regarding parking lot lease negotiations with the First Church of Christ Scientist - WFB.

It was moved by Trustee Saunders, seconded by Trustee Miller, and unanimously carried by the Village Board to convene into Closed Session pursuant to Wisconsin State Statute §19.85(1)(e) deliberating or negotiating the purchase of public property, investing of public funds, conducting other specified business whenever competitive and/or bargaining reasons require a closed session – specifically regarding parking lot lease negotiations with the First Church of Christ Scientist - WFB.

9. The Village Board may reconvene to open session. The Village Board reserves the right to take action on any topic discussed in closed session.

It was moved by Trustee Fuda, seconded by Trustee Demet, and unanimously carried by the Village Board to reconvene into open session. No Village Board action taken.

VI. **Adjourn**

There being no further business, it was moved by Trustee Fuda, seconded by Trustee Demet and unanimously carried by the Village Board to adjourn the meeting at 7:25pm.

_____

Caren Brustmann
Deputy Clerk

Bank POOL BMO HARRIS BANK

Check Date	Check	Vendor Name	Amount
11/04/2016	30251	ADKINS CONSTRUCTION	125.00
11/04/2016	30252	CLARK DIETZ, INC	9,905.00
11/04/2016	30253	DIEDRICH ELECTRIC	165.00
11/04/2016	30254	FIRE DETECTION GROUP	330.00
11/04/2016	30255	GENERAL FIRE EQUIPMENT	315.00
11/04/2016	30256	GRAEF	10,726.78
11/04/2016	30257	HD SUPPLY WATERWORKS, LTD.	549.28
11/04/2016	30258	M&M TREE SERVICE	2,740.00
11/04/2016	30259	METRO MAINTENANCE & LANDSCAPE	180.00
11/04/2016	30260	NEHER ELECTRIC SUPPLY, INC.	35.80
11/04/2016	30261	NORTH SHORE WATER COMMISSION	30,648.35
11/04/2016	30262	OTIS ELEVATOR COMPANY	490.00
11/04/2016	30263	PETER CORFELD	1,000.00
11/04/2016	30264	PETRO CHOICE	1,974.31
11/04/2016	30265	PITNEY BOWES GLOBAL FIN. SERVICES	183.57
11/04/2016	30266	PLASTICARDS	300.00
11/04/2016	30267	QUILL CORPORATION	184.96
11/04/2016	30268	SAFETY MART	51.58
11/04/2016	30269	SCHMITZ READY MIX, INC.	230.25
11/04/2016	30270	SHERWIN-WILLIAMS CO	685.78
11/04/2016	30271	SUE ATHERTON	140.25
11/04/2016	30272	T & T TREE SERVICE	1,515.00
11/04/2016	30273	THE SIGMA GROUP, INC	27,453.75
11/04/2016	30274	THIRD COAST MASONRY	7,020.00
11/04/2016	30275	TRAFFIC ANALYSIS & DESIGN, INC	9,658.00
11/04/2016	30276	VERIZON WIRELESS	647.70
11/04/2016	30277	W.C.T.C.	149.00
11/04/2016	30278	WELLS FARGO	139.44
11/04/2016	30279	WESTHOFEN WORKS, INC.	2,927.80
11/04/2016	30280	WFA, LLC	2,582.40
11/04/2016	30281	Z BUILDERS SUPPLY CO	88.80
11/11/2016	30288	ALSCO	580.12
11/11/2016	30289	APRIL PREISLER	250.00
11/11/2016	30290	AT&T	353.64
11/11/2016	30291	AUDIO EDITIONS	203.18
11/11/2016	30292	AW DIRECT	360.00
11/11/2016	30293	BAKER & TAYLOR BOOKS	1,718.82
11/11/2016	30294	BAKER & TAYLOR BOOKS	8.61
11/11/2016	30295	BLACKSTONE AUDIO, INC	90.00
11/11/2016	30296	CINTAS CORPORATION	211.90
11/11/2016	30297	CITY WATER LLC	4,025.92
11/11/2016	30298	CLASS C SOLUTIONS GROUP	282.76
11/11/2016	30299	COMPUTE, LLC	150.00
11/11/2016	30300	CUSTOM GROWN GREENHOUSES	2,115.00
11/11/2016	30301	DAVIS & KUELTHAU, S.C.	13,807.28
11/11/2016	30302	DIEDRICH ELECTRIC	105.00
11/11/2016	30303	DIGICORP, INC.	60.00
11/11/2016	30304	DILLETT MECHANICAL SERVICE	752.32
11/11/2016	30305	ELECTION SYSTEMS & SOFTWARE	73.54
11/11/2016	30306	ENVIROTECH EQUIPMENT	817.20
11/11/2016	30307	GARDENER IN THE CITY	340.60
11/11/2016	30308	GOODYEAR COMMERCIAL TIRE	926.13
11/11/2016	30309	GRAEF	23,061.82
11/11/2016	30310	HD SUPPLY WATERWORKS, LTD.	16,761.68
11/11/2016	30311	HERSLOF OPTICAL CO., INC.	195.00
11/11/2016	30312	HOME DEPOT CREDIT SERVICES	301.54
11/11/2016	30313	INTL SOCIETY OF ARBORICULTURE	260.00
11/11/2016	30314	JAMES TURK	138.60
11/11/2016	30315	JAN-PRO OF MILWAUKEE	1,958.00
11/11/2016	30316	JENNY STEINMAN HEYDEN	1,025.00
11/11/2016	30317	KERRY HAINZE	6.02
11/11/2016	30318	LANGE ENTERPRISES, INC.	1,345.50
11/11/2016	30319	LINCOLN CONTRACTORS SUPPLY	38.36
11/11/2016	30320	MAILCOM CONSULTING	4,238.41
11/11/2016	30321	MILWAUKEE COUNTY FED. LIBRARY SYST.	671.23
11/11/2016	30322	MILWAUKEE COUNTY TREASURER	2,131.60
11/11/2016	30323	NEHER ELECTRIC SUPPLY, INC.	564.93
11/11/2016	30324	OFFICE TECHNOLOGY GROUP	369.39
11/11/2016	30325	PAUL LOCKWOOD	114.04
11/11/2016	30326	PETER BRONEK	1,350.00
11/11/2016	30327	PRO-VISION	608.06
11/11/2016	30328	QUILL CORPORATION	703.69
11/11/2016	30329	RADIATOR EXCHANGE	111.28
11/11/2016	30330	STATE OF WI-COURT FINES/SURCHARGES	3,867.47
11/11/2016	30331	TOM'S TRAILERS INC	285.00
11/11/2016	30332	TRUGREEN	2,488.00
11/11/2016	30333	VILLAGE OF SHOREWOOD	15,189.57
11/11/2016	30334	WEDIGE RADIATOR & AC, INC	4,457.00

Check Date	Check	Vendor Name	Amount
11/11/2016	30335	WEX BANK	2,853.98
11/11/2016	30336	WFA, LLC	4,871.04
11/11/2016	30337	WI DEPT OF JUSTICE	14.00
11/18/2016	30338	ACCURATE RECHARGE	1,471.04
11/18/2016	30339	BADGER UNDERGROUND INC	18,321.00
11/18/2016	30340	BS&A SOFTWARE	450.00
11/18/2016	30341	BUSINESS PRODUCTS CENTER, INC.	385.00
11/18/2016	30342	CARDMEMBER SERVICE	1,800.16
11/18/2016	30343	CONFLUENCE GRAPHICS	61.00
11/18/2016	30344	DIVERSIFIED BENEFIT SERVICES, INC	299.46
11/18/2016	30345	DIXON ENGINEERING, INC.	1,500.00
11/18/2016	30346	DSPS	25.00
11/18/2016	30347	EGELHOFF LAWN MOWER SERVICE	90.35
11/18/2016	30348	EHLERS INVESTMENT PARTNERS, LLC	425.48
11/18/2016	30349	ELECTION SYSTEMS & SOFTWARE	19.80
11/18/2016	30350	ELECTRICAL CONCEPTS	1,075.00
11/18/2016	30351	FAHRNER ASPHALT SEALERS, LLC	24,914.00
11/18/2016	30352	INTEGRATED COMMUNICATIONS-MAS	483.22
11/18/2016	30353	JIM FEIEREISEN	579.89
11/18/2016	30354	LEMBERG ELECTRIC CO., INC.	635.54
11/18/2016	30355	MILLER-BRADFORD & RISBERG, INC.	156,500.00
11/18/2016	30356	MILWAUKEE METRO SEWERAGE DISTRICT	76,962.91
11/18/2016	30357	MINNESOTA LIFE INSURANCE CO.	1,634.89
11/18/2016	30358	NATIONAL BUSINESS FURNITURE	374.64
11/18/2016	30359	NORTH SHORE WATER COMMISSION	1,945.61
11/18/2016	30360	QUILL CORPORATION	83.98
11/18/2016	30361	SCHMITZ READY MIX, INC.	497.25
11/18/2016	30362	SCHOOL DISTRICT OF WFB	236.00
11/18/2016	30363	SHANA HOCKMAN	191.15
11/18/2016	30364	SUE ATHERTON	181.50
11/18/2016	30365	TAPCO	1,317.00
11/18/2016	30366	TYLER TECHNOLOGIES, INC.	5,770.00
11/18/2016	30367	USA BLUEBOOK	711.49
11/18/2016	30368	WE ENERGIES	17,024.38
11/18/2016	30369	WESTHOFEN WORKS, INC.	2,229.75
11/18/2016	30370	WEX BANK	7,187.13
11/18/2016	30371	WFA, LLC	2,373.69
11/18/2016	30372	WIL-KIL PEST CONTROL	185.75
11/23/2016	30380	AARONIN STEEL SALES, INC.	50.01
11/23/2016	30381	AIRGAS USA, LLC	59.22
11/23/2016	30382	ANDREW CHEVROLET	182.94
11/23/2016	30383	ARMSTRONG CONSULTING GROUP INC	225.00
11/23/2016	30384	ASSOCIATED TRUST COMPANY	726.00
11/23/2016	30385	AUTO BRAKE CLUTCH & GEAR CO, INC	705.54
11/23/2016	30386	B.C. HOLLAND, INC.	525.00
11/23/2016	30387	BADGER UNDERGROUND INC	50,917.50
11/23/2016	30388	BATTERIES PLUS	727.75
11/23/2016	30389	BLUETARP FINANCIAL, INC.	57.65
11/23/2016	30390	CARDMEMBER SERVICE	1,005.58
11/23/2016	30391	CARQUEST AUTO PARTS	451.12
11/23/2016	30392	CLASS C SOLUTIONS GROUP	464.75
11/23/2016	30393	CUMBERLAND SERVICENTER, INC.	246.78
11/23/2016	30394	DAVID J. FRANK LANDSCAPE	12,115.00
11/23/2016	30395	DILLETT MECHANICAL SERVICE	3,720.37
11/23/2016	30396	EGELHOFF LAWN MOWER SERVICE	121.60
11/23/2016	30397	ERIC LIU	184.17
11/23/2016	30398	GENERAL FIRE EQUIPMENT	160.00
11/23/2016	30399	GOODYEAR COMMERCIAL TIRE	5,240.37
11/23/2016	30400	GORDON FLESCH COMPANY INC.	438.97
11/23/2016	30401	GRAEF	7,098.17
11/23/2016	30402	GRAINGER	227.25
11/23/2016	30403	IDENTIFIX	18.00
11/23/2016	30404	JENNY STEINMAN HEYDEN	1,237.50
11/23/2016	30405	JOURNAL SENTINEL	92.35
11/23/2016	30406	KELLY SCHNECK	3,385.00
11/23/2016	30407	MIDWEST CUSTOM CLEANING	720.00
11/23/2016	30408	NEHER ELECTRIC SUPPLY, INC.	789.36
11/23/2016	30409	PIRANHA PAPER SHREDDING	35.00
11/23/2016	30410	QUILL CORPORATION	1,200.00
11/23/2016	30411	R.N.O.W., INC.	1,062.42
11/23/2016	30412	RADIATOR EXCHANGE	222.16
11/23/2016	30413	RITTER TECHNOLOGY, LLC	52.28
11/23/2016	30414	SNAP-ON TOOLS	526.93
11/23/2016	30415	STATE OF WISCONSIN	100.00
11/23/2016	30416	TAPCO	248.24
11/23/2016	30417	TASC	127.16
11/23/2016	30418	THE SIGMA GROUP, INC	30,250.00
11/23/2016	30419	TIME WARNER CABLE	2,325.15
11/23/2016	30420	VILLAGE ACE HARDWARE	86.77
11/23/2016	30421	VILLAGE OF SHOREWOOD	821.60
11/23/2016	30422	WESTHOFEN WORKS, INC.	1,231.44

Check Date	Check	Vendor Name	Amount
11/23/2016	30423	WFA, LLC	2,233.56
11/23/2016	30424	ZARNOTH BRUSH WORKS, INC	473.85

POOL TOTALS:

Total of 161 Checks:	691,187.60
Less 0 Void Checks:	0.00
Total of 161 Disbursements:	691,187.60

Memo

DATE: November 9, 2016

TO: Paul Boening, Assistant Village Manager, Whitefish Bay

FR: Tim Barbeau, PE, PLS

RE: Novak Certified Survey Map (CSM)
530 E. Carlisle Avenue

I have reviewed the CSM and find that it is technically acceptable subject to resolution of the following conditions:

1. The CSM shows two homes on one parcel. In accordance with Chapter 16.04 (1)(a), no more than one home is allowed on a lot. It is my understanding that one of the homes will be or has been removed. The CSM should reflect the condition of the property at the time that the document is recorded. If the house has not been removed prior to recording the CSM, I strongly recommend that the Village hold a cash bond or letter of credit to make the sure the second home gets removed.

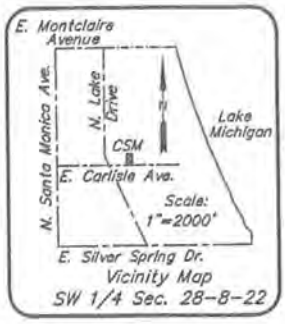
2. Section 236.15(1)(d) requires monuments at all corners pf the lot. The CSM does not show any monumentation for the two front lot corners. Section 236.15 (1)(g) allows for the Department of Administration (DOA) to make other reasonable requirements when strict compliance with setting monumentation would be unduly difficult or will not provide adequate monuments. It is common to allow chiseled crosses in sidewalk if they cannot install a pipe due to the location of a building or driveway; however, by State Statute, the surveyor should request a waiver from the DOA.

Should you have any questions, please feel free to contact me.

Village Board Review - The Plan Commission reviewed the proposed CSM at its meeting on November 15th and recommended that the Village Board approve the CSM subject to conditions #1 and #2 above (Consultant Engineer's Memo dated 11/9/16).

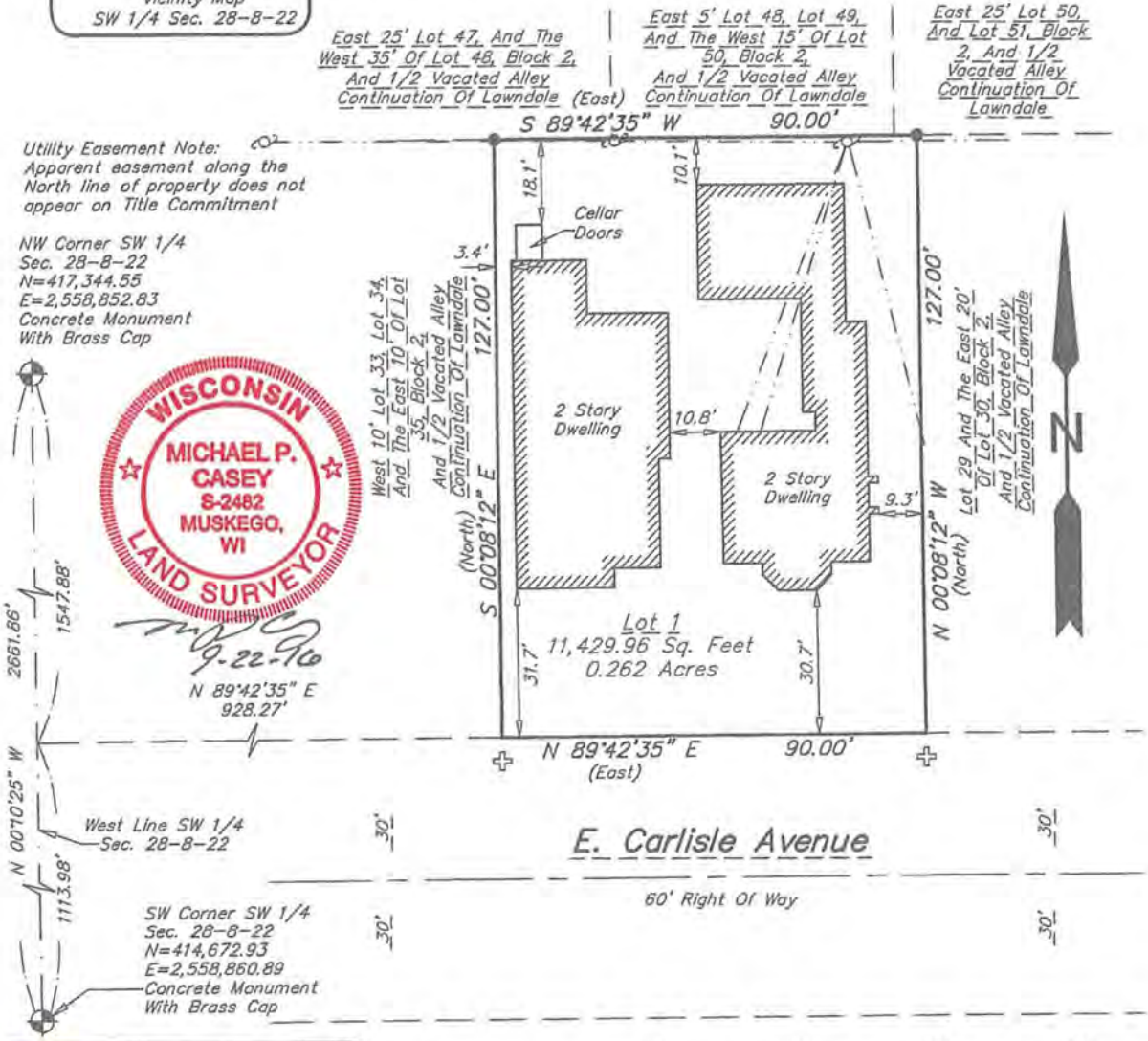
Certified Survey Map No. _____

The West 10 feet of Lot 30, Lot 31, Lot 32, and the East 20 feet of Lot 33, in Block 2, along with the South 1/2 of Vacated alley adjoining said Lots on the North in Continuation Of Lawndale, being a subdivision part of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 8 North, Range 22 East, in the Village of Whitefish Bay, Milwaukee County, Wisconsin.



Legend

- = Found Iron Pipe
- = Set Cross In Concrete Walk @ 5' Offset
- = Power Pole
- = Overhead Wires
- (East) = Bearing Per Plat



Southeast Survey LLC
Registered Land Surveyors
W207S8240 Hillendale Drive
Muskego, WI 53150
Phone: 414-429-4862
Email: Mike@surveyse.com
Website: surveyse.com

Prepared For:
Steven & Christina Novak
530 E. Carlisle Ave.
Whitefish Bay, WI 53217

Prepared By:
Michael P. Casey, P.L.S. #2482
Southeast Survey
W207S8240 Hillendale Drive
Muskego, WI 53150

0 30 60 90

Scale: 1"=30'

Bearings Referenced To The Wisconsin State Plane Coordinate System, South Zone

Southeast Survey Job No. 16141

CERTIFIED SURVEY MAP NO. _____

The West 10 feet of Lot 30, Lot 31, and the East 20 feet of Lot 33, in Block 2, along with the South 1/2 of vacated alley adjoining said Lots on the North in Continuation Of Lawndale, being a subdivision of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 8 North, Range 22 East, in the Village of Whitefish Bay, Milwaukee County, Wisconsin.

Surveyor's Certificate

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Michael P. Casey, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped The West 10 feet of Lot 30, Lot 31, and the East 20 feet of Lot 33, in Block 2, along with the South 1/2 of vacated alley adjoining said Lots on the North in Continuation Of Lawndale, being a subdivision of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 8 North, Range 22 East, in the Village of Whitefish Bay, Milwaukee County, Wisconsin, bounded and described as follows:
Commencing at the Southwest corner of the Southwest 1/4 of said Section 28; thence N 00°10'25" W along the West line of the Southwest 1/4 of said Section 28, 1113.98 feet; thence N 89°42'35" E, 928.27 feet to the point of beginning of lands to be described; thence continuing N 89°42'35" E, 90.00 feet; thence N 00°08'12" W, 127.00 feet; thence S 89°42'35" W, 90.00 feet; thence S 00°08'12" E, 127.00 feet to the point of beginning. Said lands containing 11,429.96 square feet (0.262 acres).

That I have made such survey, land division and map by the direction of Steven and Christina Novak, owners of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and and the Land Division and Ordinances of the Village of Whitefish Bay in surveying, dividing and mapping the same.

9-22-16
Date

Michael P. Casey
Professional Land Surveyor S-2482

WISCONSIN
MICHAEL P. CASEY
S-2482
MUSKEGO, WI
LAND SURVEYOR

CERTIFIED SURVEY MAP NO. _____

The West 10 feet of Lot 30, Lot 31, and the East 20 feet of Lot 33, in Block 2, along with the South 1/2 of vacated alley adjoining said Lots on the North in Continuation Of Lawndale, being a subdivision of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 8 North, Range 22 East, in the Village of Whitefish Bay, Milwaukee County, Wisconsin.

Owner's Certificate

We Steven and Christina Novak hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map.

In witness whereof, Steven and Christina Novak, owners, have caused these presents to be signed by, on this ___ day of _____,20__.

_____
Steven Novak

_____
Christina Novak

STATE OF WISCONSIN)
_____ COUNTY) SS

PERSONALLY came before me this _____ day of _____, 20__, Steven and Christina Novak, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
State of Wisconsin
My Commission Expires: _____

WISCONSIN
MICHAEL P. CASEY
S-2482
MUSKEGO, WI
LAND SURVEYOR

9-22-16

This instrument was drafted by
Michael P. Casey, Professional
Land Surveyor S-2482

CERTIFIED SURVEY MAP NO. _____

The West 10 feet of Lot 30, Lot 31, and the East 20 feet of Lot 33, in Block 2, along with the South 1/2 of vacated alley adjoining said Lots on the North in Continuation Of Lawndale, being a subdivision of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 8 North, Range 22 East, in the Village of Whitefish Bay, Milwaukee County, Wisconsin.

Plan Commission Approval

Approved by the Plan Commission of the Village of Whitefish Bay on this_____day of_____20_____.

_____
Julie Siegel
Plan Commission Chairperson

_____
Paul Boening
Plan Commission Secretary

Village Board Approval

Approved by the Village Board of the Village of Whitefish Bay on this_____day of_____20_____.

_____
Julie Siegel
Village Board President

_____
Jennifer Amerell
Village Board Clerk

WISCONSIN
MICHAEL P. CASEY
S-2482
MUSKEGO, WI
LAND SURVEYOR

9-22-16
REV. 10-10-16

This instrument was drafted by
Michael P. Casey, Professional
Land Surveyor S-2482

December 1, 2016

To: Village Board

Subject: 2017 Board Meeting Schedule

From: Steven Sheiffer - Village Manager

The Village Board normal meeting schedule for the first three months of 2017would be:

January 2 and January 16

February 6 and February 20

March 6 and March 20

January 2 is on a day the Village Hall is closed. January 9 Julie and Will are not available. January 16 is the federal Martin Luther King Holiday.

We are proposing the sale of refunding bonds. The actual bond sale can't occur until at least thirty days after the preliminary resolution and also due to the federal holiday isn't feasible on the 16th.

The PWC will be receiving a major proposal for a Village Private Property I and I program at their December 13 meeting. The review of this proposal may require two meetings. Their January meeting would be on January 9.

Thus in January I can identify two options: a short meeting on January 9 only for the sale of the bonds and the regular meeting on January 16, or one meeting on Tuesday January 17.

Major agenda items for the regular January meeting would include the Private Property I and I program; review and prioritization of the pedestrian/traffic improvements; and the Good Hope Road landfill remediation plan.

At the Board meeting Julie will ask for your preferences on the January meeting(s).

On February 6 I am unavailable and I am not anticipating any major agenda items. The meeting may not be necessary, but Julie and Paul can determine this in late January.

On February 20 tentative major agenda items would be a work session on future capital projects/borrowing; review of the consultant's report on Village Hall; and priorities/projects for 2017.

The regularly scheduled March meetings would be held with the major agenda items being related to the fiscal strategy for 2017 – 2019 capital projects/borrowing; and the

use of fund balance to fund retiree health insurance.

At your meeting the Village President will be setting the date for the January Board meeting (s).

cc: Chris Jaekels Esq. - Village Attorney

Village of Whitefish Bay
5300 N. Marlborough Drive
Whitefish Bay, Wisconsin 53217

Memorandum

To: Steve Sheiffer, Village Manager
From: Jen Amerell, Finance Director/Clerk
Date: December 1, 2016
Re: 2017 Refunding Bond Issue

JRA

Background

Ehlers proposes that the Village refinance four existing debt issues: 2008, 2009, 2010 and 2011 GO Bonds with a 2017 borrowing of $10.38 million to take advantage of lower interest rates. Ehlers estimates the refinancing would save the Village a net present value of $423,636 in payments over the next fifteen years.

Attached is the pre-sale report which details the four existing debt issues and the projected savings of refinancing each. If the Village elects to refinance the four debt issues, Ehlers estimates a total of $519,685 in future dollars would be saved, or a net present value of $423,636 (savings projections are net of approximately $200,000 in issuance costs).

Also attached:

- Resolution 2985 – A resolution providing for the sale of $12,380,000 general obligation refunding bonds, Series 2017A

Procedure

There will be an initial resolution providing for the sale of general obligation bonds at Monday's Village Board meeting. There will then be a final resolution on the January 9th or January 17th Village Board meeting awarding the sale of general obligations bonds. Mike Harrigan from Ehlers will attend the Village Board meetings to assist with any questions regarding the pre-sale and sale of the bond.

Recommendation

Staff recommends the Village Board approve the $12.38 million bond refinancing.

Motion

I move that the Village Board adopt resolution #2985, a resolution providing for the sale of $12,380,000 general obligation corporate purpose bonds, series 2017A

EHLERS
LEADERS IN PUBLIC FINANCE

December 5, 2016

Pre-Sale Report for

Village of Whitefish Bay, Wisconsin

$12,380,000 General Obligation Refunding Bonds, Series 2017A

Prepared by:

Michael Harrigan, CIPMA
Senior Municipal Advisor / Chairman of the Board

And

Dawn Gunderson-Schiel, CIPMA
Senior Municipal Advisor / Vice President

Executive Summary of Proposed Debt

Proposed Issue:	$12,380,000 General Obligation Refunding Bonds, Series 2017 A
Purposes:	This issue is being proposed for the purpose of refunding 4 outstanding bond issues of the Village for savings. Overall it is estimated that a total of **$519,865 in future dollars would be saved** vs. the currently scheduled payments. This amounts to an estimated **Net Present Value benefit (today's dollars) of $423,636**. Or 3.31% of the principal being refunded. These savings are NET of all expenses. The breakdown of the issue is as follows: Current Refund 2008, 2009, 2010 Bonds and Advance Refund 2011 A Bonds • Current refund the $2,360,000 Village's General Obligation Corporate Purpose Bonds, dated April 3, 2008. Debt service will be paid from ad valorem property taxes, TID #1 revenues, and water utility revenues. Interest rates on the obligations proposed to be refunded are 3.5% to 4.0%. The refunding is expected to reduce interest expense by approximately $58,650 over the next nine years. The Net Present Value Benefit of the refunding is estimated to be $49,430, equal to 4.51% of the refunded principal. This refunding is considered to be a Current Refunding as the obligations being refunded are either callable (pre-payable) now, or will be within 90 days of the date of issue of the new Bonds. • Current refund the $5,990,000 General Obligation Corporate Purpose Bonds, dated February 12, 2009. Debt service will be paid from ad valorem property taxes, sewer utility revenues, TID #1 revenues and water utility revenues. Interest rates on the obligations proposed to be refunded are 2.6% to 4.2%. The refunding is expected to reduce interest expense by approximately $267,235 over the next 12 years. The Net Present Value Benefit of the refunding is estimated to be $236,527, equal to 6.07% of the refunded principal. This refunding is considered to be a Current Refunding as the obligations being refunded are either callable (pre-payable) now, or will be within 90 days of the date of issue of the new Bonds. • Current refund the $5,920,000 General Obligation Refunding Bonds, dated November 9, 2010. Debt service will be paid from ad valorem property taxes, water utility revenues, sewer utility revenues and payments from Municipal members of the North Shore Fire Department for their proportionate share of the 2010 Bonds issued by the Village on behalf of said department. Interest rates on the obligations proposed to be refunded are 2.0%

	to 3.0%. The refunding is expected to reduce interest expense by approximately $52,421 over the next eight years. The Net Present Value Benefit of the refunding is estimated to be $37,966, equal to 0.99% of the refunded principal. This refunding is considered to be a Current Refunding as the obligations being refunded are either callable (pre-payable) now, or will be within 90 days of the date of issue of the new Bonds. • Advance refund the $5,545,000 General Obligation Corporate Purpose Bonds, Series 2011A, dated May 4, 2011. Debt service will be paid from ad valorem property taxes, TID #1 revenues, water utility revenues and sewer utility revenues. Interest rates on the obligations proposed to be refunded are 3.0% to 4.0%. The refunding is expected to reduce interest expense by approximately $141,559 over the next 15 years. The Net Present Value Benefit of the refunding is estimated to be $99,713, equal to 2.50% of the refunded principal. This refunding is considered an Advance Refunding as the new Bonds will be issued more than 90 days prior to the call date of the obligations being refunded.
Authority:	The Bonds are being issued pursuant to Wisconsin Statutes, Section 67.04. The Bonds will be general obligations of the Village for which its full faith, credit and taxing powers are pledged. The Bonds count against the Village's General Obligation Debt Capacity Limit of 5% of total Village Equalized Valuation. Following issuance of the Bonds, the Village's total General Obligation debt principal outstanding will be $51.1 million, which is 47.3% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $56.9 million.
Term/Call Feature:	The Bonds are being issued for a 14-year term. Principal on the Bonds will be due on March 1 in the years 2018 through 2031. Interest is payable every six months beginning September 1, 2017. The Bonds maturing on and after May 1, 2026 will be subject to prepayment at the discretion of the Village on May 1, 2025 or any date thereafter.
Bank Qualification:	Because the Village is issuing, or expects to issue, more than $10,000,000 in tax-exempt obligations during the calendar year, the Village will be not able to designate the Bonds as "bank qualified" obligations.
Rating:	The Village's most recent bond issues were rated "Aa1" by Moody's Investors Service. The Village will request a new rating for the Bonds. If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the Village's bond rating in the event

	that the bond rating of the insurer is higher than that of the Village.
Basis for Recommendation:	Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Bonds as a suitable option based on: • The expectation this form of financing will provide the overall lowest cost of funds while also meeting the Village's objectives for term, structure and optional redemption. • The Village having adequate General Obligation debt capacity to undertake this financing . • The existing General Obligation pledge securing the obligations to be refunded.
Method of Sale/Placement:	In order to obtain the lowest interest cost to the Village, we will competitively bid the purchase of the Bonds from local and national underwriters/banks. We have included an allowance for discount bidding equal to 1.0% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount. **Premium Bids:** Under current market conditions, most investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." For this issue of Bonds, any premium amount received will be used to reduce the issue size. These adjustments may slightly change the true interest cost of the original bid, either up or down.

Other Considerations:	The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the Village retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.
Review of Existing Debt:	We have reviewed all outstanding indebtedness for the Village and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time. We will continue to monitor the market and the call dates for the Village's outstanding debt and will alert you to any future refunding opportunities.
Continuing Disclosure:	Because the Village has more than $10,000,000 in outstanding debt (including this issue) and this issue is over $1,000,000, the Village will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The Village is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.
Arbitrage Monitoring:	Because the Bonds are tax-exempt obligations/tax credit obligations, the Village must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Exemption Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you.
Risk Factors:	**GO with Planned Abatement:** The Village expects to abate a portion of the Village debt service with tax incremental revenues, water utility revenues, sewer utility revenues and payments from North Shore Fire Department Communities. In the event these revenues are not available, the Village is obligated to levy property taxes in an amount sufficient to make all debt payments. **Current Refunding:** The Bonds are being issued for the purpose of current refunding prior Village debt obligations. Those prior debt obligations are "callable" now and can therefore be paid off within 90 days or less. The new

	Bonds will not be pre-payable until May 1, 2025. This refunding is being undertaken based in part on an assumption that the Village does not expect to have future revenues to pay off this debt and that market conditions warrant the refinancing at this time. **Advance Refunding:** A portion of the Bonds are being issued for the purpose of advance refunding prior Village debt obligations. Only one advance refunding of an original tax-exempt debt obligation is permitted under current IRS rules. This refunding is being undertaken based in part on the following assumptions: • Since the new Bonds will extend the "call" date for this debt, we are assuming that the Village does not expect to have revenues available to pre-pay the current obligations prior to this new call date. • That advance refunding will provide an overall lower debt cost as compared to waiting to refund the issue until its call date.
Other Service Providers:	This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us. **Bond Attorney:** Quarles & Brady LLP **Paying Agent:** Associated Trust Company, N.A. **Rating Agency:** Moody's Investors Service **CPA Escrow Verification Agent:** Barthe & Wahrman **Escrow Agent:** To be determined

This presale report summarizes our understanding of the Village's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the Village's objectives.

Proposed Debt Issuance Schedule

Pre-Sale Review by Board of Trustees:	December 5, 2016
Distribute Official Statement:	Week of January 9, 2017
Conference with Rating Agency:	Week of January 2, 2017
Board of Trustees Meeting to Award Sale of the Bonds:	January 17, 2017
Estimated Closing Date:	January 26, 2016
Redemption Date for 2008 Bonds	April 1, 2017
Redemption Date for 2009 Bonds	April 1, 2017
Redemption Date for 2010 Bonds	April 1, 2017
Redemption Date for 2011 Bonds	May 1, 2018

Attachments

Sources and Uses of Funds

Proposed Debt Service Schedule/Savings Analysis

Bond Buyer Index

Ehlers Contacts

Municipal Advisors:	Michael Harrigan	(262) 796-6165
	Dawn Gunderson-Schiel	(262) 796-6166
Disclosure Coordinator:	Brendan Leonard	(262) 796-6169
Financial Analyst:	Mary Zywiec	(262) 796-6171

The Official Statement for this financing will be mailed to the Board of Trustees at their home address or e-mailed for review prior to the sale date.

Village of Whitefish Bay

Sizing	Preliminary 2017A G.O. Refunding Bonds
Refunding	
Current Refund 2008 $2,360,000 G.O. Bonds dated 4/3/08	
Principal due 4/1/17	1,095,000
Interest due 4/1/17	20,513
Current Refund 2009 $5,995,000 G.O. Bonds	
Principal due 4/1/17	3,895,000
Interest due on 2/1/17 & 4/1/17	94,670
Current Refund 2010 $5,920,000 G.O. Refdg Bonds	
Principal due 4/1/17	3,820,000
Interest due on 4/1/17	49,496
Advance Refund $5,545,000 Bonds Dated 5/4/11 years 2019-31	
Est. Escrow Cost	4,161,006
Less: Levied funds available	(966,545)
Required Capital for Refunding	**12,169,140**
Costs of Issuance:	
Underwriting Discount @10.00/$1,000	123,800
Financial Advisor	34,900
Bond Counsel	17,000
Disclosure Counsel (if chosen)	10,200
CPA Verification	2,500
Escrow Agent Fee	2,500
Rating Expense	18,000
Paying Agent Associated (If terms)	675
Total Funds Required	12,378,715
Less: Estimated Interest Earnings .002	(1,475)
Amount due to Rounding (Available for Debt Service)	2,760
BOND ISSUE SIZE	**$12,380,000**

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Village of Whitefish Bay

Estimated Refunding Savings

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Existing Debt Service To Be Refunded

Issue	2008 GO Bonds			2009 GO Bonds			2010 GO Bonds			2011 GO Bonds		
Amount	$2,360,000			$5,995,000			$5,920,000			$5,545,000		
Dated	3-Apr-08			12-Feb-09			9-Nov-10			4-May-11		
Year	Prin (4/1)	Rate	Interest	Prin (2/1)	Rate	Interest	Prin (4/1)	Rate	Interest	Prin (5/1)	Rate	Interest
2017	185,000	3.50%	37,788		2.60%	142,005	520,000	2.00%	93,793		3.00%	143,063
2018	200,000	3.50%	31,050	330,000	2.85%	137,303	535,000	2.25%	82,574		3.00%	143,063
2019	75,000	3.75%	26,144	345,000	3.10%	127,253	545,000	2.50%	69,743	300,000	3.00%	138,563
2020	80,000	3.75%	23,238	355,000	3.30%	116,048	560,000	2.55%	55,790	300,000	3.13%	129,375
2021	80,000	3.75%	20,238	370,000	3.40%	103,900	575,000	2.80%	40,600	300,000	3.13%	120,000
2022	85,000	3.85%	17,101	385,000	3.60%	90,680	590,000	3.00%	23,700	275,000	3.38%	110,672
2023	90,000	3.85%	13,733	400,000	3.70%	76,350	250,000	3.00%	11,100	275,000	3.38%	101,391
2024	95,000	4.00%	10,100	440,000	3.85%	60,480	245,000	3.00%	3,675	300,000	3.50%	91,500
2025	100,000	4.00%	6,200	230,000	4.00%	47,410				325,000	3.50%	80,563
2026	105,000	4.00%	2,100	245,000	4.00%	37,910				300,000	3.75%	69,250
2027				250,000	4.10%	27,885				310,000	3.75%	57,813
2028				260,000	4.15%	17,365				325,000	4.00%	45,500
2029				285,000	4.20%	5,985				325,000	4.00%	32,500
2030										325,000	4.00%	19,500
2031										325,000	4.00%	6,500
2032												
2033												
2034												
Total	1,095,000		187,690	3,895,000		990,573	3,820,000		380,974	3,985,000		1,289,250

NON REFUNDED Existing Debt

Issue	2009 GO Bonds		2011 GO Bonds		TOTAL EXISTING DEBT SERVICE PAYMENTS	Existing Debt to be paid by Issuer	Proposed 2017A Refunding Portion				Total Savings
Amount	$5,995,000		$5,545,000				$12,380,000				
Dated	12-Feb-09		4-May-11				26-Jan-17				
Year	Prin (2/1)	Interest	Prin (5/1)	Interest			Prin (3/1)	Rate[1]	Interest	Total	
2017	315,000	4,095	250,000	12,000	1,702,743	1,547,640			155,103	155,103	0
2018			275,000	4,125	1,738,114	279,125	1,160,000	1.53%	250,833	1,410,833	48,156
2019					1,626,701		1,350,000	1.61%	231,092	1,581,092	45,610
2020					1,619,450		1,360,000	1.68%	208,800	1,568,800	50,650
2021					1,609,738		1,375,000	1.76%	185,276	1,560,276	49,461
2022					1,577,153		1,365,000	1.90%	160,209	1,525,209	51,945
2023					1,217,573		1,025,000	2.05%	136,735	1,161,735	55,838
2024					1,245,755		1,095,000	2.19%	114,249	1,209,249	36,506
2025					789,173		665,000	2.30%	94,623	759,623	29,550
2026					759,260		640,000	2.50%	78,975	718,975	40,285
2027					645,698		550,000	2.77%	63,358	613,358	32,340
2028					647,865		570,000	2.95%	47,333	617,333	30,533
2029					648,485		590,000	3.10%	29,780	619,780	28,705
2030					344,500		320,000	3.20%	15,515	335,515	8,985
2031					331,500		315,000	3.30%	5,198	320,198	11,303
2032					0						0
2033											0
2034											
Total	315,000	4,095	525,000	16,125	16,503,706	1,826,765	12,380,000		1,777,076	12,881,584	519,865

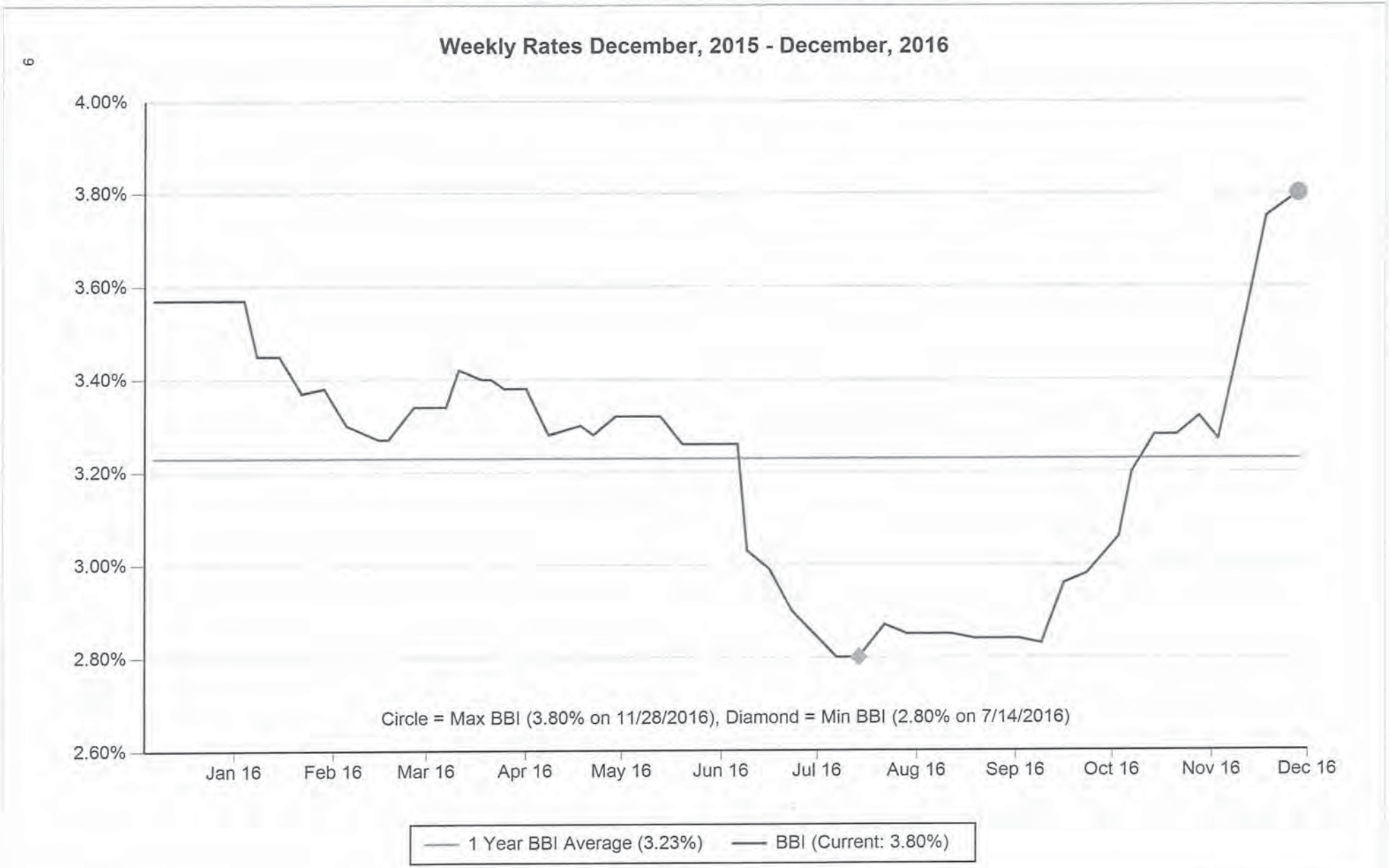
Rates based on NONBQ Aa2 sale 10/12/16 + .50

NET FUTURE VALUE SAVINGS 519,865

NET PRESENT VALUE SAVINGS AS A PERCENT OF REFUNDED PRINCIPAL = 3.31% 423,636

Pre Sale Estimates

1 YEAR TREND IN MUNICIPAL BOND INDICES



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer

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Resolution No. 2985

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY $12,380,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017A

WHEREAS the Village of Whitefish Bay, Milwaukee County, Wisconsin (the "Village") is presently in need of approximately $12,380,000 for the public purpose of refunding obligations of the Village, including interest on them, specifically, the General Obligation Corporate Purpose Bonds, dated April 3, 2008; the General Obligation Corporate Purpose Bonds, dated February 12, 2009; the General Obligation Refunding Bonds, dated November 9, 2010; and the General Obligation Corporate Purpose Bonds, Series 2011A, dated May 4, 2011, maturing on May 1, 2019 and thereafter; and

WHEREAS it is desirable to borrow said funds through the issuance of general obligation refunding bonds pursuant to Section 67.04 of the Wisconsin Statutes;

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Issuance of Bonds. The Village shall issue approximately $12,380,000 in principal amount of its General Obligation Refunding Bonds, Series 2017A (the "Bonds") for the purpose above specified.

Section 2. Sale of Bonds. The Village Board hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Village Board shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Bond Sale. The Village Clerk be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the Village Clerk may determine and to cause copies of a complete, official Notice of Bond Sale and other pertinent data to be forwarded to interested bidders as the Village Clerk may determine.

Section 4. Official Statement. The Village Clerk shall cause an Official Statement concerning this issue to be prepared by the Village's financial advisor, Ehlers & Associates, Inc. The appropriate Village officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Passed and approved this 5th day of December, 2016.

_____
Julie Siegel, President

Attest:

_____
Jennifer R. Amerell, Village Clerk

December 1, 2016

To: Village Board

Subject: Discussion/Action on regarding Bay Leaves Magazine and the Village's Communications Program

From: Steven Sheiffer - Village Manager

Periodically a citizen or Board Members will express concerns about Bay Leaves Magazine. The Village has now instituted a weekly electronic newsletter. Attached is a background memorandum from Jenny Heyden.

This agenda item was scheduled to provide an opportunity for the Board to discuss the communications program and provide future direction.

cc: Chris Jaekels Esq. - Village Attorney

Village of Whitefish Bay
5300 N Marlborough Ave
Whitefish Bay, WI 53217

Memorandum
To: Steve Sheiffer, Village Manager
From: Jenny Heyden, Communications Specialist
Date: Dec. 1, 2016
Re: **Bay Leaves & Communications Plan Review: Village of Whitefish Bay**

Summary: Bay Leaves Magazine
The Village of Whitefish Bay entered into an agreement with Best Version Media on November 19, 2012 (attached), which outlined the working parameters between the Village and Best Version Media (BVM):

"1. BVM will customize and publish a monthly village newsletter that will be a positive and family-friendly publication and will serve as an additional resource for the Village to facilitate consistent communication with its residents."

BVM agrees to cover all costs of production and mailing through advertising revenues. The Village does not control design or editorial content of the newsletter, but does receive a proof each month prior to publication, and receives a final .pdf for online archival purposes. BVM reserves the right to cease production due to lack of advertiser revenue, at which time BVM could request help from the village to fill a revenue gap before discontinuing the publication.

Content:
Per the agreement Item 4., "the Village grants BVM permission to 'gather and publish information, articles, pictures etc. for the newsletter.' – and Village is granted 4 8.5x11" pages worth of content per month. From agreement Item 5., "...BVM owns the copyrights to content, design, articles, name, headings, et cetera of the newsletter except for content that is public record or articles/photos submitted by the Village."

Distribution:
The current distribution of the Magazine is 5,235, a number that was provided in an Excel file 2012 to BVM from the Village that includes "single family homes plus 303 E. Henry Clay (one copy to the lobby)" (per an email from Christa Banholzer dated 10/6/2016, attached). A request for the complete list from BVM for review was declined. A list provided by the Village assessor which includes business and rental and condo addresses shows hundreds of addresses for rentals and condos that are currently not receiving the Bay Leaves publication. The issue of non-distribution of the magazine to condo and rental units has come up in recent negative resident feedback. The agreement states in Item 5., that the Village will *"also supply NC with a list of addresses in an Excel or equivalent file for mailing purposes,"* but it appears this was a one-time option, as there is no record of further supplementation of a list. The current response by BVM to a request to include rental/condo units in a recent meeting was met with a a cost to the Village: citing Item 6 in the agreement:

"BVM reserves the right not to mail to apartment/duplexes or condo complexes. If the Village would like to have the newsletter sent to apartments or duplexes BVM will need the number of

units/addresses and would only charge the Village for postage and the additional newsletters ($3/ea) to be sent to those areas."

Title:
Bay Leaves, The Official News Magazine of the Village of Whitefish Bay, Wisconsin
The title of the publication is currently "Bay Leaves, The Official News Magazine of the Village of Whitefish Bay, Wisconsin." This magazine title is not specified by name in the agreement between the Village and BVM. However, there are two references to the title of the publication.

From agreement Item 5., "...BVM owns the copyrights to content, design, articles, name, headings, et cetera of the newsletter except for content that is public record or articles/photos submitted by the Village."

And, second, there is a reference to the "official" qualifier being removed in the event of the agreement termination (p. 2 of agreement, Paragraph 1 following Item 7.):

"...Should Whitefish Bay want to discontinue this working relationship with Best Version Media they are able to do so with a 60 day written notice. At which time, Best Version Media may still put out a newsletter for Whitefish Bay residents but it would not be considered the 'official Village of Whitefish Bay newsletter.' After ceasing a relationship with BVM, representatives of the village are not able to contact current businesses contracted with BVM for the purpose of taking those sponsors away and using them for a separate newsletter affiliated with the Village or another company."

Satisfaction Survey:
A survey was sent out via the Electronic Newsletter and Facebook 7/2016 and a summary of the results is attached.

Communication Overview:
Village Communications Overview is attached.

Options:

- Keep agreement as is with no change
- Delete word "*Official*" from title of Magazine
- Add non-single family homes to distribution of Bay Leaves for added cost
- Village suggests/defines one cover story/year

Attachments:
1. Agreement with Village and Neighborhood Communications, LLC, on behalf of Best View Media.
2. Best View Media Email and map 10/6/16 confirming details of arrangement.
3. Satisfaction Survey of Online and Print Media Communications from July, 2016
4. Communication Overview of Current Online and Print Media Communications, November 20, 2016.

Neighborhood Communications LLC

November 19th, 2012

General Guidelines & Agreement between the Village of Whitefish Bay and Best Version Media (aka BVM or NC)

The purpose of this agreement is to establish working parameters between the Village of Whitefish Bay ("Village") and Best Version Media ("BVM"). This document outlines arrangements that the Village and BVM agree to:

1. BVM will customize and publish a monthly village newsletter that will be a positive and family-friendly publication and will serve as an additional resource for the Village to facilitate consistent communication with its residents.

2. The Village will be able to submit content to be published on a regular basis. BVM's production team will work with the Village to ensure the quality of the look and timeliness of the newsletter but will not edit grammar and spelling of content submitted by the Village. BVM will allocate up to four 8.5 x 11 full pages worth of space each month as standard space for the Village. At BVM's discretion this space can be spread out over the entire publication if needed and is not limited to four completely exclusive pages back to back of only Village content. If more space is needed for any month by the Village they can request more space. This request must be received 1 month before the deadline in which they would like more space available. BVM may or may not be able to accommodate the request depending on ad revenue. If ad revenue is not at the level to increase page counts for the additional information then the Village is able to pay for the additional pages needed to accommodate the needed space that month. The Village can choose not to submit content any month if it may not have any. If they will not have any content to submit then the Village will notify BVM 1 month before the next deadline so that BVM will have enough time to still provide excellent newsletter content and resources with relevant and timely articles about things going on in Whitefish Bay.

3. BVM will sell advertisements to area businesses that want to support this initiative. BVM will attempt to maintain an approximate 50/50 ad to content ratio and as a company policy does not go over 60% ads in any newsletter. Advertisers will be appropriate in nature and BVM will avoid controversial topics in any ads such as but not limited to slander and overly inappropriate images. Any political or religious related ads will be paid advertisements. Each newsletter will have a statement of indemnity so that residents know that both the Village and BVM do not necessarily endorse ad content.

4. The Village grants BVM permission to gather and publish information, articles, pictures, etc. for the newsletter. Any Whitefish Bay resident who does not wish to be featured or give information to BVM will not be required to do so.

"Bringing Neighbors Together"

5. The Village will provide BVM with who will be in charge of sending approved content to BVM by our deadline as well as to whom BVM will send newsletter proofs to before print. The deadline for receiving content is always the 23rd of the month for the following month's issue (e.g. January 23rd = March Edition). The Village will also supply NC with a list of addresses in an Excel or equivalent file for mailing purposes. The names of residents should be deleted from the list so only the addresses remain. These addresses will not be sold, used, or distributed to any other 3rd party. BVM owns the copyrights to content, design, articles, name, headings, et cetera of the newsletter except for content that is public record or articles/photos submitted by the Village. BVM has the right to use any Whitefish Bay newsletter copies or files for promotional material in and for the company.

6. BVM will cover the cost of production and mailing expenses through advertising revenues. Village taxes will not go towards the production of this newsletter unless BVM provides a quote for a separate project (or page increase) outside the scope of this agreement as requested by the Village. BVM reserves the right not to mail to apartment/duplexes or condo complexes. If the Village would like to have the newsletter sent to apartments or duplexes BVM will need the number of units/addresses and would only charge the Village for postage and the additional newsletters to be sent to those areas.

7. BVM will email the newsletter proof to the designated Village representative for proofing each month. Additional articles and content will not be permitted at the time of editing. Only changes to existing content or the replacing of some content which takes up the same amount of space in the current designed proof will be permitted. The Village will have 3 full business days to review the proof and make any needed changes to the existing content. If additional days are needed due to vacations or other unforeseen delays at the Village then additional time can be requested that month. All newsletter proofs will be automatically approved to print after 3 business days have passed assuming no proofing extension has been requested and approved. The Village will not dictate the overall design of the newsletter and understands BVM has staff designers who will handle the design of each month publication. The specific pages in which Village content go on will change from month to month at the discretion of the BVM designer.

Lastly, BVM reserves the right to cease production due to lack of advertiser revenue. If that becomes a danger BVM would request help from the Village to fill a revenue gap first before discontinuing the publication. The Village has the right to approve or deny the request but will at least be given the option. BVM would provide the Village 30 days notice should such a situation arise in which revenues are lacking. No 1st publication will be produced until BVM reaches its breakeven cost point. Should Whitefish Bay want to discontinue this working relationship with Best Version Media they are able to do so with a 60 day written notice. At which time, Best Version Media may still put out a newsletter for Whitefish Bay residents but it would not be considered the "official Village of Whitefish Bay newsletter." After ceasing a relationship with BVM, representatives of the Village are not able to contact current businesses contracted with BVM for the purpose of taking those sponsors away and using them for a separate newsletter affiliated with the Village or another company.

The production team at Best Version Media is looking forward to working with the Village of Whitefish Bay. Any questions can be directed to Paul Lubinski 262-227-9984

Authorized Village Signature _____

Date 12/5/12

Heyden, Jenny

From:	Christa Banholzer <cbanholzer@bestversionmedia.com>
Sent:	Thursday, October 06, 2016 9:44 AM
To:	Heyden, Jenny; Durand Kathy
Subject:	Re: Bay Leaves Update
Attachments:	Screen Shot 2016-10-06 at 9.21.32 AM.png

Good Morning, Jenny!

We hope you are having a great start to your day. We have some information for you.

1. The current Bay Leaves publication is mailed either presorted standard or 3rd Class mail.
2. There are no extra copies placed publicly or in hotels etc.
3. Best Version Media mails the Bay Leaves to single family dwellings in Whitefish Bay, however, 303 E Henry Clay is on the mailing list and would receive one copy.
4. The list is NOT purchased monthly, it is a "stand alone" list.

As soon as you are able, please send us the addresses of the multi-unit dwellings so we can check those against the mailing list.

This is one of our older magazines and the mailing list was developed from the attached map of Whitefish Bay.

If the Village would like to place a standing, monthly order we can help you with that process.
The minimum order is 20 magazines and they cost $3 each.

We hope this clarifies things a bit!
Have a wonderful day!

Best,

Chrome File Edit View History Bookmarks People Window Help

Whitefish Bay - Google Ma

https://www.google.com/maps/place/Whitefish+Bay,+WI/@43.1177758,-87.9088396,14.12z/data=!4m5!3m4!1s0x88051e5d80734d6f:0xa8fb86

Apps Apple Facebook BVMLogo250.gif Twitter Wikipedia Yahoo! News Popular

OS X Updates A
New software is rea
installed.

Upgrade wfbsurvey

+ Create Survey

My Surveys Library Examples Survey Services Plans & Pricing

Upgrade to get meaningful results: View all your responses and get powerful analysis. View Pricing →

Whitefish Bay Newsletter Survey 2...

Summary Design Survey Collect Responses Analyze Results

CURRENT VIEW

+ FILTER + COMPARE + SHOW

No rules applied

Rules allow you to FILTER, COMPARE and SHOW results to see trends and patterns. Learn more »

SAVED VIEWS (1)

Original View (No rules applied)

+ Save as...

EXPORTS

SHARED DATA

No shared data

Sharing allows you to share your survey results with others. You can share all data, a saved view, or a single question summary. Learn more »

Share All

RESPONDENTS: 21 of 21

Export All Share All

Question Summaries Data Trends Individual Responses

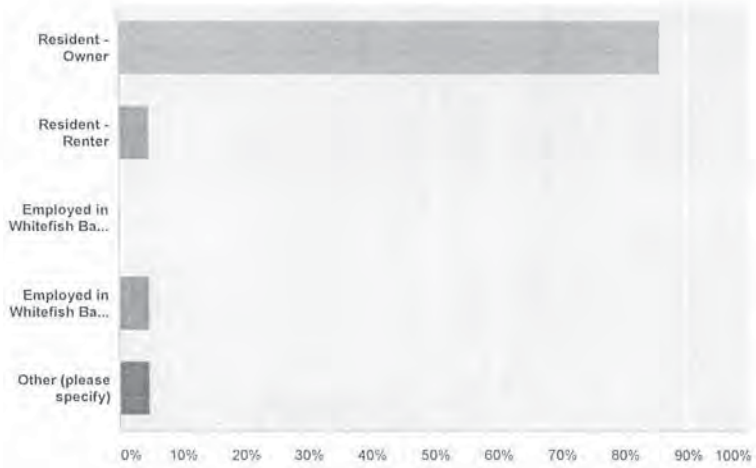
PAGE 1: August 2016 Communications Survey

Q1

Customize Export

How would you identify yourself in the Village of Whitefish Bay?

Answered: 21 Skipped: 0



Answer Choices	Responses	
Resident - Owner	85.71%	18
Resident - Renter	4.76%	1
Employed in Whitefish Bay, live elsewhere	0.00%	0
Employed in Whitefish Bay, live in Whitefish Bay	4.76%	1
Other (please specify) Responses	4.76%	1

Total Respondents: 21

Q2

Customize Export

How do you Inform Yourself about the Village of Whitefish Bay?

Answered: 20 Skipped: 1

Bay Leaves monthly prin...

Village Weekly

Answer Choices	Responses	
Bay Leaves monthly print publication	10.00%	2
Village Weekly Online Newsletter	55.00%	11
Village Website wfbvillage.org	5.00%	1
Village Facebook Page	25.00%	5
North Shore Now print publication subscription	5.00%	1
North Shore Now Online	0.00%	0
Total		20

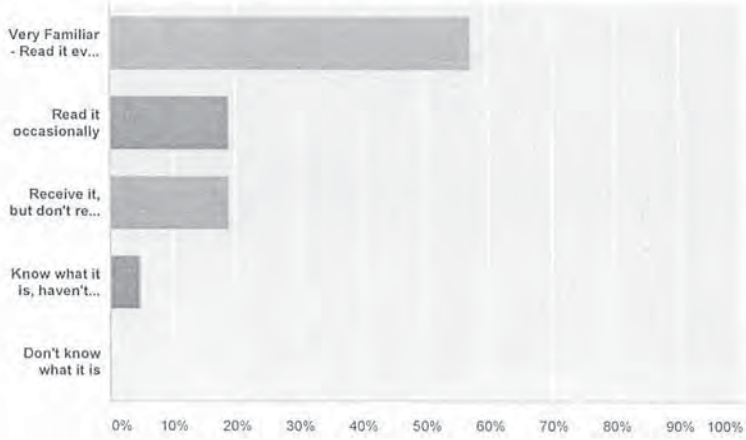
Comments (7)

Q3

Customize Export

Howfamiliar are you with the monthly print magazine, Bay Leaves?

Answered: 21 Skipped: 0



Answer Choices	Responses	
Very Familiar - Read it every month and save it til the next one comes	57.14%	12
Read it occasionally	19.05%	4
Receive it, but don't read it or read only one piece of it (please specify which piece)	19.05%	4
Know what it is, haven't read it	4.76%	1
Don't know what it is	0.00%	0
Total		21

Q4

Export

What is the one thing you like best about the Bay Leaves?

Answered: 13 Skipped: 8

Responses (13) | Text Analysis | My Categories

PRO FEATURE
Use text analysis to search and categorize responses; see frequently-used words and phrases. To use Text Analysis, upgrade to a GOLD or PLATINUM plan.

Upgrade Learn more »

Categorize as... | Filter by Category | Search responses

Showing 13 responses

The only thing of interest is the real estate info. The rest is useless and it always goes in the recycle bin the same day it arrives.
8/2/2016 8:47 AM View respondent's answers

General & seasonal information
8/2/2016 7:21 AM View respondent's answers

Community News - upcoming happenings around the Bay
8/1/2016 9:08 PM View respondent's answers

The feature story is nice
8/1/2016 3:30 PM View respondent's answers

Family profile
8/1/2016 1:41 PM View respondent's answers

I like that is all local (WFB) related information news
8/1/2016 1:12 PM View respondent's answers

Nothing
8/31/2016 6:09 AM View respondent's answers

Q5

Export

If you could change something about the Bay Leaves print magazine what would it be?

Answered: 11 Skipped: 10

Responses (11) | Text Analysis | My Categories

PRO FEATURE
Use text analysis to search and categorize responses; see frequently-used words and phrases. To use Text Analysis, upgrade to a GOLD or PLATINUM plan.

Upgrade Learn more »

Categorize as... | Filter by Category | Search responses

Showing 11 responses

While it says it is the "news magazine" of Whitefish Bay, there is never any news in it. I don't care when the pumpkins are coming, tell me when the trick or treaters are coming. Tell me when the first/last week of yard refuse pickup is. When is the first/last week of picking up leaves in the fall. For local elections, who are the candidates, and what issues are important to them. Before it went monthly and got glossy and full of advertisements the Bay Leaves was a valuable source of information. Now it's just more junk in the mailbox.
8/2/2016 8:47 AM View respondent's answers

I would remove the profiles
8/2/2016 7:21 AM View respondent's answers

?
8/1/2016 9:08 PM View respondent's answers

Come up with a different idea for a cover story! I hate reading all the profiles of the over achieving WFB families.
8/1/2016 8:37 PM View respondent's answers

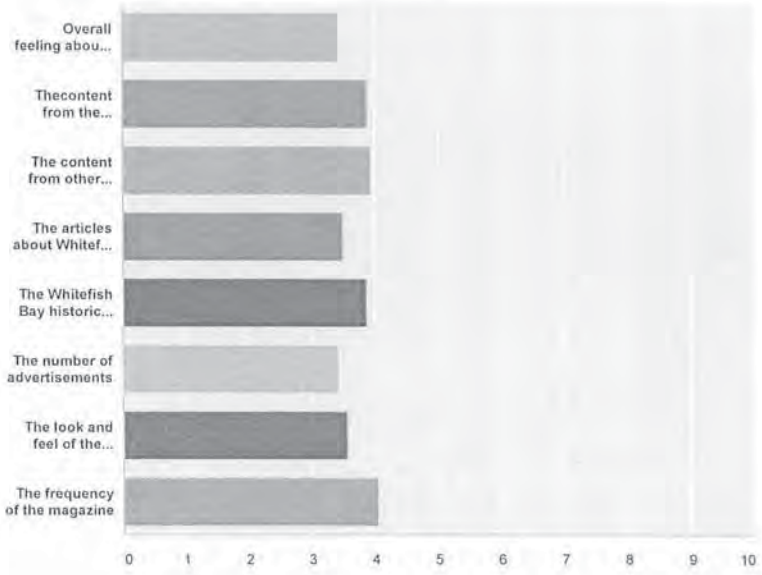
I would like more information about local crime, maybe like a crime blotter like north shore now has and more interesting articles from the police department. More than just the usual "lock your doors" reminder they give every other month.
8/1/2016 1:12 PM View respondent's answers

Q6

Customize Export

On a scale of 1-5, with5 being the best, how would you rate the following items aboutthe Bay Leaves?

Answered: 20 Skipped: 1



	Very Poor	Poor	Fair	Good	Very Good	Total	Weighted Average
Overall feeling about the magazine	10.00% 2	10.00% 2	20.00% 4	45.00% 9	15.00% 3	20	3.45
Thecontent from the Villagesuch as garbage pickup, election information,	5.00% 1	5.00% 1	15.00% 3	45.00% 9	30.00% 6	20	3.90
The content from other entities in the Village such as Recreation department, 55+ program, Library, NS Health Dept., Schools, Business Improvement District	0.00% 0	0.00% 0	30.00% 6	45.00% 9	25.00% 5	20	3.95
The articles about Whitefish Bay families	15.00% 3	10.00% 2	10.00% 2	40.00% 8	25.00% 5	20	3.50
The Whitefish Bay historical article	5.88% 1	0.00% 0	17.65% 3	52.94% 9	23.53% 4	17	3.88
The number of advertisements	10.53% 2	5.26% 1	36.84% 7	26.32% 5	21.05% 4	19	3.42
The look and feel of the magazine	10.53% 2	5.26% 1	21.05% 4	42.11% 8	21.05% 4	19	3.58
The frequency of the magazine	5.56% 1	0.00% 0	11.11% 2	50.00% 9	33.33% 6	18	4.06

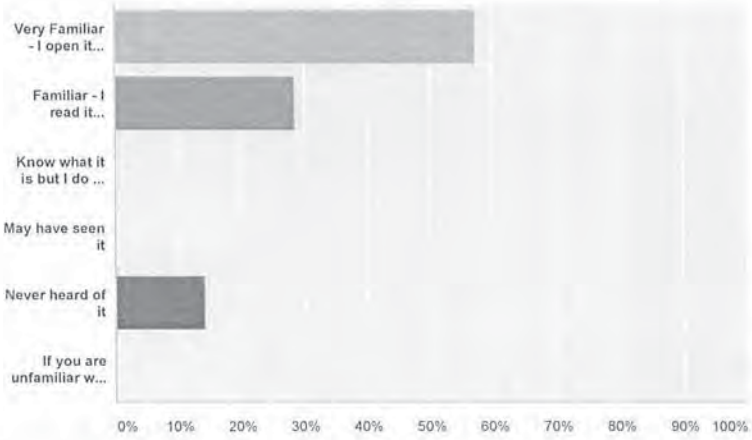
Comments (3)

Q7

Customize Export

How familiar are you with the Friday Email Newsletter from tne Village of Whitefish Bay?

Answered: 21 Skipped: 0



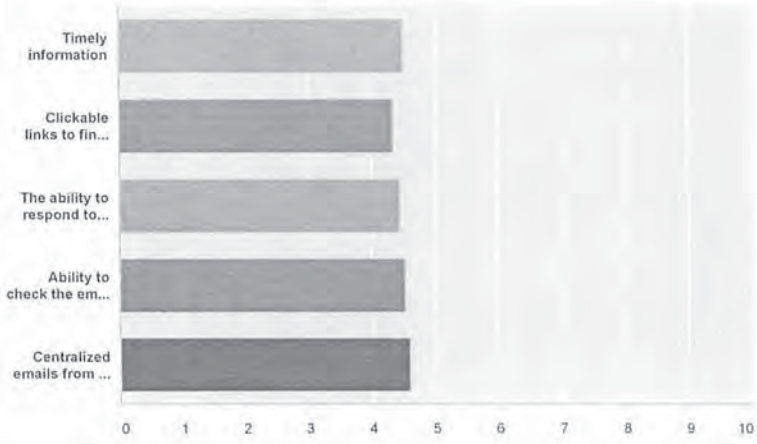
Answer Choices	Responses	
Very Familiar - I open it when it comes on Friday	57.14%	12
Familiar - I read it occasionally	28.57%	6
Know what it is but I do not subscribe to it or open it if I am subscribed	0.00%	0
May have seen it	0.00%	0
Never heard of it	14.29%	3
If you are unfamiliar with the Email Newsletter here is a sample: Responses	0.00%	0
Total		21

Q8

Customize Export

On a scale of 1-5, with5 being the best, how would you rate the following items aboutthe Village WeeklyEmail Newsletter?

Answered: 18 Skipped: 3



	Very poor	Poor	Fair	Good	Very Good	Total	Weighted Average
Timely information	0.00% 0	0.00% 0	11.11% 2	27.78% 5	61.11% 11	18	4.50
Clickable links to find out more or download documents	0.00% 0	0.00% 0	11.76% 2	41.18% 7	47.06% 8	17	4.35
The ability to respond to someone and ask questions directly to the email	0.00% 0	0.00% 0	6.25% 1	43.75% 7	50.00% 8	16	4.44
Ability to check the email on my phone or computer	0.00% 0	0.00% 0	0.00% 0	47.06% 8	52.94% 9	17	4.53
Centralized emails from the Village organizes the information	0.00% 0	0.00% 0	0.00% 0	41.18% 7	58.82% 10	17	4.59

Comments (1)

Community: Developers • Facebook • Twitter • LinkedIn • Our Blog • Google+ • YouTube
About Us: Management Team • Board of Directors • Integrations • Newsroom • Office Locations • Jobs • Sitemap • Help
Policies: Terms of Use • Privacy Policy • Anti-Spam Policy • Security Statement • Email Opt-In • Accessibility

Language: English • Español • Português • Deutsch • Nederlands • Français • Русский • Italiano • Dansk • Svenska • 日本語 • 한국어 • 中文(繁體) • Türkçe • Norsk • Suomi

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Village Communications Overview:

Weekly Online Email Newsletter

- Started: February, 2016 (10 Months)
- Distribution: 3,128
- Emailed from Village Hall to any subscriber – includes businesses, single family and multiple unit rental, condo and town home. May include multiple residents of same household.
- Consolidates relevant information from all Village departments plus outside organizations
- Readership: High level of open rate: average 38%
- Cross posted to Social Media – reach of 1,100 additional residents who share/comment/interact with content. https://www.facebook.com/whitefishbay/

Bay Leaves Monthly Magazine

- Contract dated 11/19/12 between Village of Whitefish Bay and Best View Media.
- Distribution: 5,235 (same list since 2012)
- Limitations/Range: Mailed presort standard or 3rd class mail at the start of each month to Single Family Households in Whitefish Bay (plus 1 copy to 303 E. Henry Clay).
- Content limitations per contract: Village content limited to up to four 8.5x11" full pages of space each month.
- Best View Media makes all editorial decisions, arranges all ad sales. Content from Village is limited.
- Online .pdf of magazine is archived and available on the Village Website.

Police Department: Nixle and Notify Me

Village of Whitefish Bay Facebook: Page Members (Likes): 1,148

Village of Whitefish Bay
5300 N. Marlborough Drive
Whitefish Bay, Wisconsin 53217

Phone: 414-962-6690
Fax: 414-962-5651

Memorandum

To: Julie Siegel, Village Board President
All Village Board Trustees

From: John Edlebeck, Public Works Director
Kevin Kaegi, Public Works Superintendent/Village Forester

Date: November 28, 2016

Re: 2017 Winter Tree Pruning Contract

Each year the Village hires a contractor to prune trees within the street parkway or on public lands throughout the Village. The tree pruning, throughout the entire village, is completed on a 7-year cycle. The contractor is hired to do the tallest and largest trees. Village crews will work in the same area pruning the smaller trees. The 2017 pruning area is provided on the attached map. Due to limited labor and the cost of the equipment necessary to reach the taller trees, the Village has found that this is a cost effective way of managing our urban forest.

The Village received two bids on November 28, 2016 after inviting five qualified contractors to bid. A qualified bidder must have a "Certified Arborist" on its' staff. The two bids received were:

M & M Tree Service – $68.00
Voss Tree Service – Did not submit a bid
T & T Tree Service – $65.00
Crawford Tree Service – Did not submit a bid
Davey Tree Service – Did not submit a bid

T&T Tree Service has successfully completed previous tree pruning projects for the Village of Whitefish Bay. T&T has also demonstrated quality work while completing previous EAB and other miscellaneous tree removal projects for the village.

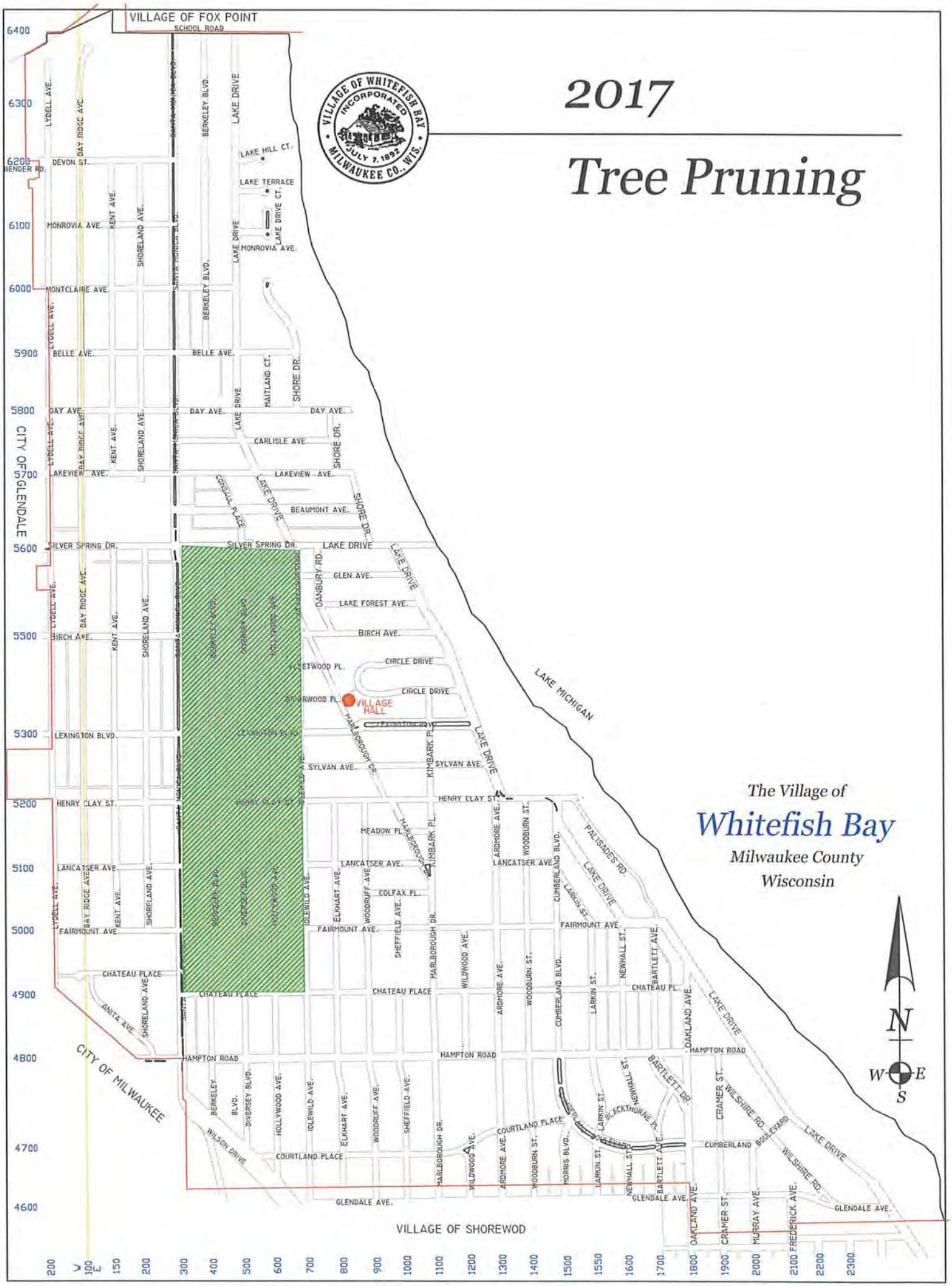
Recommendation:

Award the 2017 Tree Pruning Project to T&T Tree Service. With approximately 650 trees to prune within the 2017 designated area, this project is anticipated to come in under the budgeted amount of $43,000 from Account # 88000-231.

Encl.

2017

Tree Pruning



The Village of

Whitefish Bay

Milwaukee County

Wisconsin

November 22, 2016

To: Village President Siegel and Members of the Village Board
From: John Edlebeck, Director of Public Works
Re: **Lancaster Storm Sewer Lining Project (Lydell Avenue to Port Washington Road)**

Since 2010 the Village has experienced localized street flooding in the Lancaster Avenue area from Lydell Avenue to the east. In an attempt to remedy this matter, the Village Board contracted with the consulting engineering firm of SEH to scope and design a storm sewer project to reduce or eliminate this flooding. In 2011 Phase 1 storm sewer improvements were constructed on Lancaster Avenue from Kent Avenue to Lydell Avenue. The design was then begun on the Phase 2 storm sewer improvements to the west and was nearing completion by early 2015. Monies were borrowed by the Village at that time in anticipation of the upcoming Phase 2 storm sewer project.

In 2015, both Village Engineer Mustafa Emir and I reviewed the project design, scope and cost estimate and recommended that the Phase 2 project not be constructed as proposed. Village Public Works Department staff at that time inspected, televised and cleaned the existing downstream storm sewer pipe to better understand the existing conditions. Substantial physical blockages and impediments were found in the downstream storm sewer pipes that were removed, providing for unobstructed downstream stormwater flow. It is anticipated that this cleaning will provide for the needed pipe capacity to substantially minimize or reduce any future upstream surface flooding, however minor storm sewer improvements are still being considered within the intersection for possible 2017 installation.

This storm sewer lining project was bid out in late September 2016 with a cost estimate of $225,000.00. On October 12, 2016 five bids were received and opened with the low bid submitted by Visu-Sewer in the amount of $157,563.75. Funding for this work will be from previously borrowed funds by the Village identified for stormwater improvements.

The Public Works Committee recommends the award of the Lancaster Storm Sewer Lining Project contract to Visu-Sewer for the unit price bid amount not to exceed $157,563.75.

ClarkDietz

Engineering Quality of Life

October 12, 2016

John Edlebeck, PE
Director of Public Works
Village of Whitefish Bay
155 W. Fairmont Avenue
Whitefish Bay, WI 53217

Re: 2016 Lancaster Storm Sewer Lining Project

Dear John,

I reviewed and tabulated the three bids received for the 2016 Lancaster Storm Sewer Lining Project and confirm that the as-read low bidder, Visu-Sewer Inc. of Pewaukee, Wisconsin is the low bidder for this project. The bid amounts are as follows:

Lametti & Sons, Inc:	$ 178,650.00
Leak Eliminators LLC:	$ 227,355.00
Michels Corporation:	$ 161,981.25
Terra Engineering and Construction:	$ 198,525.00
Visu-Sewer Inc:	$ 157,563.75

Overall, the bids came in very favorably for the Village. Accordingly, Clark Dietz recommends that the Village award a contract to the low responsible bidder, **Visu-Sewer Inc. of Pewaukee, Wisconsin** in the amount of $157,563.75.

Sincerely,

Clark Dietz, Inc.

Mustafa Emir, PhD, PE
Village Engineer

November 23, 2016

To: Village President Siegel and Members of the Village Board
From: John Edlebeck, Director of Public Works
Re: **Village Engineer Services Contract Renewal - Clark Dietz**

In 2014 the Village Board decided to contract for needed Village Engineering services in lieu of a full time village employee providing those services. The Village Board solicited and interviewed several local civil engineering consulting firms for these services. Following that process, the Village Board selected the engineering firm of Clark Dietz and signed a two year engineer services contract agreement for the years 2015-2016. I have attached three memorandums from Steve Sheiffer dating from July – December 2014 that identifies the decision making process to contract out for Village Engineering services and then the decision making process to select Clark Dietz at that time.

Each and every employee of Clark Dietz that I have had contact with over the past 18 months on our various Village projects has been professional, thorough and responsive. It is my opinion it is in the Village's best economic interest to continue this successful relationship. Clark Dietz has been an invaluable resource in the successful operation of our department.

It is the Public Works Committee recommendation to recommend a two year renewal (2017-2018) of the Village Engineer Services Agreement to Clark Dietz as outlined in the attached proposal.

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

Village of Whitefish Bay Municipal Engineering Services

This Agreement is by and between

Village of Whitefish Bay ("Client")
5300 N. Marlborough Drive
Whitefish Bay, WI 53217

and

Clark Dietz, Inc. ("Clark Dietz")
759 North Milwaukee Street, Suite 624
Milwaukee, WI 53202

Who agree as follows:

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

Agreed to by Client	**Agreed to by Clark Dietz**
By: _____	By: _____
Name: _____	Name: Mustafa Emir, PhD, PE
Title: _____	Title: Vice President
Date: _____	Date: _____

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The Client is retaining Clark Dietz to perform Municipal engineering services to be provided on an "as requested" and "as directed" by the Client ("**Services**"). Services will generally include all tasks and deliverables reasonably necessary to address Client's needs and within Clark Dietz's areas of competence, including but not limited to attendance at meetings as requested by the Client, management of Village consultants, including oversight, selection, and evaluation, technical opinions regarding matters affecting Village government and residents, reviews and comments on various matters as requested and directed by the Client, assistance to Village Board and Staff as directed and requested by the Client.

B. Scope

Clark Dietz will provide Services **only as specifically requested and directed by the Client**, and upon written notice to proceed based on an approved Work Order for specific Services. Services includes but is not limited to:

- Infrastructure planning
- Engineering Design and/or construction management
- Attendance at meetings, including public information meetings
- Providing engineering opinion on matters affecting Village government and or residents
- Grant research, grant writing, grant management
- Coordination activities with other Agencies or Municipalities
- Providing cost estimates and schedules for planned infrastructure

Services will be delivered on an hourly fee basis. All Services shall be approved by Client in advance in the form of a Work Order setting forth the proposed Services with an estimate of the total cost at rates and costs at or below the Schedule of General Billing Rates and the Schedule of Project Related Expenses, or an agreed upon fixed fee.

C. Schedule

Services are expected to start in January 2017.

D. Assumptions/Conditions

This Agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State Wisconsin.

2. Mustafa Emir shall be the designated Clark Dietz representative assigned to the Client.

3. This Agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.

4. This Agreement does not include geotechnical investigations.

5. This Agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.

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

E. Electronic Data Format

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

F. Village Engineer Designation

Mustafa Emir, PhD, PE shall be designated as the Village Engineer for Client via this Agreement with Clark Dietz. In the event that Mr. Emir (or a Client approved Designee) is no longer available to service the Client as Clark Dietz designated representative to the Client's satisfaction, Client may terminate this Agreement on ten (10) days written notice.

PART II
CLIENT'S RESPONSIBILITIES

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

A. Information/Reports

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

B. Representative

A designated representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be John Edlebeck, Director of Public Works, Village of Whitefish Bay or any future designee identified by the Director of Public Works, Village Manager or Village Attorney.**

C. Decisions

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

PART III
COMPENSATION

A. Compensation

1. Compensation to Clark Dietz for Services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement shall not exceed the hourly billing rates shown in the attachment, "Schedule of General Billing Rates" without prior written consent of Client.

2. The compensation authorized by this Agreement will be determined at the time of each assignment, and shall include the following:
   a. Payment for outside consulting and/or professional Services performed by a sub-consultant will be at actual invoice cost to Clark Dietz plus five percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these Services.
   b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus five percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

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

2. Billing Records
   Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for six (6) years after completion.

PART IV
EQUAL EMPLOYMENT OPPORTUNITY

WISCONSIN CLAUSE

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

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. DELAYS. If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.

4. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Either party may terminate this Agreement without cause on one hundred twenty (120) days written notice. Client shall pay Clark Dietz for all Services rendered prior to termination, plus any expenses of termination.

5. REUSE OF INSTRUMENTS OF SERVICE. All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.

6. ELECTRONIC MEDIA. Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

8. SAFETY. Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.

9. RELATIONSHIP WITH CONTRACTORS. Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

10. THIRD PARTY CLAIMS: This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.

11. MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

12. PROPRIETARY INFORMATION. Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. INSURANCE. Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts subject to Client approval and in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz and Client as additional insureds on its commercial general liability policy relating to the Project, and such coverages shall be primary.

14. INDEMNITIES. Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional Services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS

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

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

15. LIMITATIONS OF LIABILITY. The Village agrees that, to the fullest extent permitted by law, Clark Dietz's total liability to the Village for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this Agreement from any causes, including but not limited to, Clark Dietz's negligence, error, omissions, strict liability, or breach of contract shall not exceed Two Million Dollars ($2,000,000).

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

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

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

19. REMODELING AND RENOVATION. For Clark Dietz' Services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. CLIENT'S CONSULTANTS. Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of Services performed for this project by other consultants of the Client.

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

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

23. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after the claiming party knew or reasonably should have known of the facts giving rise to the cause of action.

24. DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the Services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

25. TERM. This Agreement shall be for an initial two (2) year term commencing January 1, 2015 and ending on December 31, 2016 and shall automatically renew for successive one (1) year terms on each anniversary date thereafter unless either party notifies the other in writing by September 1 of the current year of non-renewal for the succeeding year.

SCHEDULE OF GENERAL BILLING RATES

TITLE	HOURLY RATE
Principal	$230.00
Engineer 8	210.00
Engineer 7	190.00
Engineer 6	180.00
Engineer 5	160.00
Engineer 4	140.00
Engineer 3	125.00
Engineer 2	110.00
Engineer 1	100.00
Technician 6	160.00
Technician 5	135.00
Technician 4	125.00
Technician 3	105.00
Technician 2	85.00
Technician 1	75.00
Clerical	80.00

Mustafa Emir – Village Engineering – General Services	175.00
Mustafa Emir – Project Work - Special Assignments	190.00
Public Works Committee Meetings (per person)	250.00/meeting
Village Board Meetings (per person)	300.00/meeting
Neighborhood Meetings (per person)	350.00/meeting

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and sub-consultants will be billed at 105% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

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

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and sub-consultants will be billed at 105% of actual costs to cover handling and administrative expenses.

July 17, 2014

To: Public Works Committee

Subject: Future Plan for DPW Staffing and Municipal Engineering Services

From: Steve Sheiffer, Interim Village Manager

Executive Summary

The Asst. DPW Superintendent and Asst. Village Engineer positions are currently vacant. The Asst. DPW Superintendent position would be replaced by a service worker and an existing employee would be promoted to Working Foreman at an annual savings of $13,378. The Asst. Village Engineer position would be replaced by a contracted municipal engineering/owners representative firm.

Background

Currently the DPW organization includes the following positions: Director of Public Works/ Village Engineer; DPW Superintendent; Asst. Village Engineer; Asst. DPW Superintendent; Engineering Technician; and 18 other positions including 1 mechanic; 5 positions dedicated to sanitation; and 12 other positions that provide all water, sewer, streets, parks, trees, and street lighting maintenance along with support of special events and multiple minor special projects.

Two positions are currently vacant: and there total budgeted cost foe salary and benefits are: Asst. Village Engineer -$97,152 and Asst. DPW Superintendent - $ 88,378. The Asst. DPW Superintendent position was created in 2013 to provide additional supervisory; project management; and citizen response capabilities to the Department. An Engineering Technician was promoted to the position.

The engineering design and construction management services for specific construction projects are contracted out. The Asst. Village Engineer would coordinate special projects; and with the Director of Public Works administer the construction projects. The Engineering Technician is responsible for maintenance of the GIS System; sidewalk replacement; mill and overlay and a number of other technical projects. Everyone in management/engineering responds to a significant number of citizen enquiries.

Options

Over the last ninety days I have been reviewing the past and present demands on the department; the method of delivering engineering services in other communities; projected major projects over the next few years; and concerns expressed by the Trustees. Capital projects for 2015 will consist only of projects currently under design. This allows for an opportunity over the next six to nine months for the updating of strategies for storm water and sanitary sewer and developing a new 2016-2021 capital program.

As a result I would like to present for PWC review alternative approaches for both of the vacant positions to the current staffing approach.

A. Assistant Public Works Superintendent – As currently structured this is primarily a management/supervisory position although the person regularly participated in snow plowing, anti icing and as part of a crew for maintenance and emergencies. The position was also part of the evening/weekend rotation. The position was created in the DPW reorganization of 2013 to build depth in the Department. When the Superintendent was out the DPW Director would fill the role of scheduling, directing, and managing daily crew activities, and responding to citizen calls and concerns related to solid waste collection, parks and forestry. The Asst. position was created to fill that role supervision and to build institutional knowledge.

   As an alternative I would propose to promote one of the existing employees to a Working Foreman position and add an additional service worked to DPW. The estimated cost of this approach is approximately $75,000 which is an annual savings of $ 13,378. This approach will increase the number of employee hours available for basic service functions of the Department while still providing the necessary time for supervision; special projects; and citizen communication.

B. Assistant Village Engineer –This position was created in February 2008 in response to the increased number of capital projects. Prior to 2006 the Village had a very limited capital program. Prior to the creation of this position, the Director of Public Works/ Village Engineer with the assistance of an Engineering Technician oversaw all capital projects.

The alternative is to hire a municipal engineering firm to provide general engineering support services and to function as the owner's representative in overseeing all major capital projects. Basically you contract with a firm; rather than hiring an employee. The firm would designate a lead engineer for the Village services. Either the firm or other engineering firms may still be hired for design/ construction management of specific projects. The Village would continue to utilize an Engineering Technician for the sidewalk replacement, and mill and overlay programs. These are less complicated projects and it is far more cost effective to continue to do them in house. Attached are the major responsibilities of the Engineering Technician position.

Analysis of Engineering Options

Option 1 – Municipal Employee

Pros: Probably less costly. Employee would be available in Village full time.

Cons: Limited expertise and experience. A single person; rather than a team. Employee turnover.

Option 2 – Engineering Firm

Pros: A team of engineers. Expertise in a large number of engineering areas

Cons: Probably more expensive

Recommendation

Fundamentally the difference is the consulting firm is a team with diverse expertise to advise the Village Board, Manager, and Department Heads. Given the complexity of the sanitary sewer and storm water systems in the Village and the number and diversity of capital projects, I would recommend the Village proceed in the future by utilizing an Engineering firm; rather than filling the vacant Asst. Village Engineer position.

If the PWC and Village Board approved of this recommendation, we would develop a request for qualifications and invite a number of Engineering Firms to respond. As part of this process a scope of services would be refined. The PWC would narrow the number of firms and the Village Board would make the final decision. The goal would be to complete this process by the end of October so the firm would be available to assist the development of the 2016 – 2021 capital program during the first 3 months of 2016.

Cc: Village Board
Department Heads

October 10, 2014

To: Board of Trustees

Subject: Authorization to Negotiate an Agreement with Clark Dietz, Inc. to serve as the Village's Municipal Engineering Consultant

From: Steve Sheiffer, Interim Village Manager

Executive Summary

At the August 4 Village Board Meeting the Board authorized the Public Works Committee and Interim Village Manager to proceed with the process of engaging a Municipal Engineering Consultant to replace the Assistant Village Engineer position. An RFP were developed and distributed to twelve firms. The Public Works Committee interviewed six firms on July 2 and 6. The Village President also attended. Following the interviews: Trustee Miller moved: The Committee recommend the Village retain Clark Dietz as the outside Engineering firm to represent Whitefish Bay. Trustee Serebin seconded the motion and it passed unanimously. In order to implement the Public Works Committee vote I recommend the Board vote to: "Authorize the Village Manager to Negotiate an Agreement with Clark Dietz, Inc. to serve as the Village's Municipal Engineering Consultant". The agreement would then be placed on a future Board agenda for approval.

Background

1. The Original Proposal

At the August 4 Village Board Meeting the Board authorized the Public Works Committee and Interim Village Manager to proceed with the process of engaging a Municipal Engineering Consultant to replace the Assistant Village Engineer position which had a budgeted cost of $97, 152. Below are excerpts from the agenda memorandum that relate to that decision.

Excerpts:

"The engineering design and construction management services for specific construction projects are contracted out. The Asst. Village Engineer would coordinate special projects; and with the Director of Public Works administer the construction projects. The Engineering Technician is responsible for maintenance of the GIS System; sidewalk replacement; mill and overlay and a number of other technical projects. Everyone in management/engineering responds to a significant number of citizen enquiries.

Over the last ninety days I have been reviewing the past and present demands on the department; the method of delivering engineering services in other communities; projected major projects over the next few years; and concerns expressed by the Trustees. Capital projects for 2015 will consist only of projects currently under design. This allows for an opportunity over the next six to nine months for the

updating of strategies for storm water and sanitary sewer and developing a new 2016-2021 capital program.

Assistant Village Engineer –This position was created in February 2008 in response to the increased number of capital projects. Prior to 2006 the Village had a very limited capital program. Prior to the creation of this position, the Director of Public Works/ Village Engineer with the assistance of an Engineering Technician oversaw all capital projects.

The alternative is to hire a municipal engineering firm to provide general engineering support services and to function as the owner's representative in overseeing all major capital projects. Basically you contract with a firm; rather than hiring an employee. The firm would designate a lead engineer for the Village services. Either the firm or other engineering firms may still be hired for design/ construction management of specific projects. The Village would continue to utilize an Engineering Technician for the sidewalk replacement, and mill and overlay programs. These are less complicated projects and it is far more cost effective to continue to do them in house. Attached are the major responsibilities of the Engineering Technician position.

Recommendation

Fundamentally the difference is the consulting firm is a team with diverse expertise to advise the Village Board, Manager, and Department Heads. Given the complexity of the sanitary sewer and storm water systems in the Village and the number and diversity of capital projects, I would recommend the Village proceed in the future by utilizing an Engineering firm; rather than filling the vacant Asst. Village Engineer position. "

2. The Selection Process

The attached cover letter and RFP were developed and distributed to twelve firms. Eight responded. The attached criteria for evaluating the proposals were developed. The Public Works Committee interviewed six firms on July 2 and 6. The Village President also attended. The interview for each firm was approximately one hour and the Committee conducted it in an interactive manner with multiple Committee questions on a variety of subjects. The attached questions were developed in advanced as broad guidance.

Following the interviews the Committee discussed the various engineering firms. Trustee Miller moved: The Committee recommend the Village retain Clark Dietz as the outside Engineering firm to represent Whitefish Bay. Trustee Serebin seconded the motion and it passed unanimously.

3. Supplemental Information

Clark Dietz's project Manager will be Mustafa Emir who has extensive municipal engineering experience on the North Shore including Whitefish Bay. The Trustees have received a copy of their proposal. Mr. Emir will be attending the Village Board meeting to answer any questions.

In the Public Works Committee discussion, the focus was on the new model we are implementing. The Director of Public Works is primarily responsible for operations and related engineering issues and the Engineering firm is primarily responsible for planning and implementation of the capital program and public works construction projects. The Municipal Engineer is a trusted advisor and will be responsible for the implementation of projects, but the Committee envisions a competitive process for other firms to design specific projects. The Village Manger and the Municipal Engineer would identify these projects and would oversee all of the projects. The Village Manager is responsible to the Trustees for oversight and coordination; ensuring the Public Works Committee and Trustees are involved in the decision making; and for the Village's communication with the residents.

Over the six months that the Assistant Village Engineer position has been vacant, Dan, Kevin, Spencer, Paul, and I have been able to successfully respond to a large number of citizen items that previously were handled by the Assistant. In combination with the time savings associated with not assessing projects, I now estimate that our annual cost for the Municipal Engineering firm will be in the range of $50,000 to $60,000 for the planning; communication; advisory; supervisory; and minor engineering parts of the process. Specific projects are budgeted and billed separately.

Dan and I had an excellent meeting with Mustafa this week to begin to organize responsibilities and estimate hours. We are all in agreement with the Public Works Committee's thoughts. I also discussed with Mustafa any potential conflicts of interest and he will recluse himself and his firm if we see one.

4. **Recommendation**

In order to implement the Public Works Committee vote I recommend the Board vote to: "Authorize the Village Manager to Negotiate an Agreement with Clark Dietz, Inc. to serve as the Village's Municipal Engineering Consultant".

The agreement would then be placed on a future Board agenda for approval.

Please let me know if you need any additional information.

Cc: Department Heads
Chris Jaekels, Esq.

December 29, 2014

To: Village Board

Subject: Agenda Items Related to Engineering Services

From: Steven Sheiffer - Village Manager

There are three actions on the agenda.

The first is the approval of the general Engineering Agreement with Clark Dietz. This is generally a generic agreement, but it does include the requirement that Mustafa Emir serve as Principal and thus as Village Engineer. The Agreement is for two years with subsequent one year renewals. The Agreement includes their generic fee schedule and the Village's right to terminate the Agreement. The Village Attorney has approved the Agreement.

The second and third are the approval of work orders #1 and #2. Any work performed by the Engineering firm would be authorized by work order. Further they include the cost estimate for the project and the actual billing rates with a significant discount from the general rate schedule. Each of these have been discussed and negotiated by Mustafa and me,

Work Order #1 totals $ 83,750. The cost of the Assistant Village Engineer position was $97,000, but the numbers are not comparable.

The first category is all the miscellaneous Engineering services that occur during the year and would be budgeted at $30,000. These are services that the Public Works Director or I would request. The time is based on an estimate that I made after talking with Dan Naze and Mustafa. I also made an estimate of meeting attendance and asked for a fixed fee per meeting; rather than an hourly rate. The budget for this item is $3,850. The two items combined are $33,850 and would have been provided by the Assistant Village Engineer in the past.

There is a requested budget authorization of $31,800 for the Capital Programming process. I am envisioning a major strategic planning process. First we would prepare a report on what we have accomplished in recent years. This wouldn't be just projects undertaken, but also an analysis of what progress we have made toward the storm water standard and of addressing both the flooding and the sanitary sewer basement backups. We would then develop goals/standards for future projects. We would then develop the specific project list and program while addressing the fiscal impacts. This is

a high priority project since it will guide our efforts to address the sanitary sewer and storm water issues and major financial expenditures. If we did this process with staff as in the past, we probably would have used about $15,000 of staff time

I would compare the $33,850 for general engineering services plus the $31,800 or a total of $65,650 to the $97,000 we used to spend on a staff position.

The fourth item in Work Order #1 is the development of the Private Property I and I program with a budget of $18,100. When I looked at the cost of a separate consultant the estimate was $25,000.

Work Order #2 is for $10,360 for project specific work for the Lancaster storm sewer project. Major project specific work is outside of the scope of the General Engineering services in Work Order #1. This work is critical to move this project forward towards 2015 construction.

I recommend the approval of the Agreement and Work Orders #1 and #2, I would also like to request the Board authorize the Village Manager to authorize work orders up to a certain amount. This would expedite some minor projects, would you consider this authorization at a number of up to $5,000 or even $10,000.

Please let me know if you need additional information prior to the meeting.

cc: Chris Jaekels Esq - Village Attorney.

Dr: Mustafa Emir - Clark Dietz.

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: December 2, 2016

Re: Approval – 2017 Computer Network Services Contract

Background:

Mike Armstrong (d/b/a as Armstrong Consulting Group, Inc.) has submitted the attached agreement for providing computer network services to the Village of Whitefish Bay in 2017.

Summary:

The proposed agreement outlines the same scope of work as in previous years. Mr. Armstrong possesses strong institutional knowledge about the Village's technology needs, network, equipment and security. The 2017 contract is for $38,480, which matches the amount that was included in the approved 2017 Budget.

Recommendation:

Approve the 2017 agreement with Armstrong Consulting Group, Inc. in an amount not to exceed $38,480.

COMPUTER NETWORK SERVICE AGREEMENT
BETWEEN THE VILLAGE OF WHITEFISH BAY
AND ARMSTRONG CONSULTING GROUP, INC.
January 1, 2017

The Village of Whitefish Bay ("Village") and Armstrong Consulting Group, Inc. and Mike Armstrong ("Consultant") agree as follows:

1. Consultant shall provide computer network services for the calendar year commencing the date of this contract, which shall be renewable each calendar year thereafter by written agreement of the parties. Services shall include those services reasonable and customary for providing all services for the maintenance of municipal computer networks (including police, library and public works) including but not limited to the following:

   a. Police Department, Village and library computer network service hours of Monday through Friday, 8:00 a.m. to 5:00 p.m.;

   b. Four-hour emergency return call time;

   c. 12-hour on-site service response time;

   d. Network file server disaster recovery;

   e. Windows workstation support and repair;

   f. Network equipment configuration (i.e., routers and firewalls);

   g. General network administration;

   h. Consulting and advice on network security and viruses;

   i. After hour services via pager or telephone, if available.

2. **Services not Included.** This contract does not include cost of hardware and software replacement or purchase nor does it cover training on software or hardware or malware removal.

3. **Term of the Contract.** The term of this contract is from the date of execution of this Contract to December 31, 2017, renewable thereafter by its terms.

4. **Contract Payment.** Consultant shall be paid in full $ 38,480.00 for the above-referenced services, which will be due and payable within ten days of receipt of invoice from Consultant.

5. **Termination.** The Village may terminate this contract upon seven days written notice to Consultant. The Village shall pay Consultant a prorated amount for the percentage of the month of services completed.

6. **Ownership of Documents, Information, and Intellectual Property and Confidentiality Thereof.** All documents, information, and intellectual property generated or accessed pursuant to this contract is the property of the Village. Consultant shall maintain confidentiality with regard to these items at all times unless disclosure is required by law.

7. **Indemnification.** Consultant indemnifies and holds Village harmless for any claims resulting from Consultant's acts, errors or omissions.

8. **Liability.** Consultant shall be liable to the Village for any real, consequential, or incidental damages accruing to the Village to the extent they result from the acts, errors or omissions of Consultant which are not within the standard of care ordinarily applied by similarly situated Consultants providing similar services in southeastern Wisconsin.

9. **Entire Agreement.** This writing constitutes the entire agreement between the parties. All previous agreements whether oral or written are hereby superceded and merged into this document. This contract can only be amended in writing signed by both parties.

10. **Choice of Law.** This contract is to be interpreted in accordance with the laws of the State of Wisconsin.

11. **Interpretive Presumption.** This contract is the result of negotiations between the parties. As such, both parties have had the opportunity to review the contract and consult with counsel. Neither party shall claim nor enjoy any presumption with regard to the interpretation of this contract based on authorship.

12. **This Contract Constitutes the First Month's Invoice.** This contract, by its signatures, shall constitute an invoice for the first month of services by Consultant. As such, Village shall deliver payment for the first month services within ten days execution of the Agreement by both parties.

13. **Notices.** Notices to either party shall be provided at the following addresses:

To Consultant:

Mike Armstrong
Armstrong Consulting Group, Inc.
P. O. Box 351
Sussex, WI 53089-0351

To Village:

Village Manager
Village of Whitefish Bay
5300 North Marlborough Drive
Whitefish Bay, WI 53217

14. **Duly Authorized Signatures.** Signatories to this Agreement represent that they are duly authorized to execute it on behalf of their respective parties.

ARMSTRONG CONSULTING GROUP, INC.

By:_____
Mike Armstrong

VILLAGE OF WHITEFISH BAY

By:_____
Steven Sheiffer, Village Manager

By:_____
Jennifer Amerell, Village Clerk/Treasurer