



Village of Bayside  
9075 N Regent Road  
Board of Trustees Meeting  
March 11, 2019  
Village Board Room, 5:30pm

**BOARD OF TRUSTEES  
AGENDA**

**PLEASE TAKE NOTICE** that a meeting of the Village of Bayside Board of Trustees will be held at Bayside Village Hall, 9075 North Regent Road, Bayside, Wisconsin at the above noted time and date, at which the following items of business will be discussed and possibly acted upon:

**I. CALL TO ORDER AND ROLL CALL**

**II. PLEDGE OF ALLEGIANCE**

**III. CONSENT AGENDA**

Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration.

**A. Approval of:**

1. Board of Trustee meeting minutes, February 21, 2019.

**IV. BUSINESS AGENDA**

**A. COMMITTEE AND COMMISSION REPORTS**

**1. Public Works Committee**

- a. Discussion/action on Hey and Associates agreement to perform Village-wide flow path model and analysis.

**2. Public Safety Committee**

- a. Discussion/action on proclamation recognizing April 14-20, 2019, as National Public Safety Telecommunications Week.

**3. Finance and Administration Committee**

- a. Discussion/action on Resolution 19-\_\_\_\_, a resolution authorizing the partial redemption of Special Assessment B Bonds, series 2013a dated May 16, 2013 and Special Assessment B Bonds, series 2015a dated May 7, 2015

**VI. ADJOURNMENT**

Lynn Galyardt, Director of Finance and Administration

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. Contact Village Hall at 414-206-3915. It is possible that members of and possibly a quorum of members of other Boards, Commissions, or Committees of the Village 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.baysidewi.gov](http://www.baysidewi.gov))



Village of Bayside  
9075 N Regent Road  
Board of Trustees Meeting  
March 11, 2019  
Village Board Room, 5:30pm

**BOARD OF TRUSTEES  
SUPPLEMENTAL AGENDA**

**I. CONSENT AGENDA**

**A. Approval of:**

1. Board of Trustee meeting minutes, February 21, 2019. Approval is recommended.

**II. BUSINESS AGENDA**

**A. COMMITTEE AND COMMISSION REPORTS**

**1. Public Works Committee**

- a. Discussion/action on Hey and Associates agreement to perform Village-wide flow path model and analysis.

The agreement from Hey and Associates is for the completion of a Village-wide stormwater flow path model and analysis. Hey and Associates created a flow path model as part of the first phase of the Fund for Lake Michigan Grant for the Pelham-Heath neighborhood and it is an invaluable tool in making stormwater improvement decisions for the future. Having a flow path model for the entire Village will serve as a vital resource in making stormwater improvement decisions for future projects and inform the use of bio-swales, over-excavated ditches, or underground piping.

The total cost of the agreement is \$14,500, \$4,500 would be funded through the Fund for Lake Michigan Phase II Grant and the remainder would be funded through the Stormwater Utility. Approval is recommended.

**2. Public Safety Committee**

- a. Discussion/action on proclamation recognizing April 14-20, 2019, as National Public Safety Telecommunications Week.

The proclamation recognizes the hard work and dedication of the Bayside Communications Center staff for dispatching emergency and non-emergency police and fire services for 65,000 residents in the North Shore. Approval is recommended.

**3. Finance and Administration Committee**

- a. Discussion/action on Resolution 19-\_\_\_\_, a resolution authorizing the partial redemption of Special Assessment B Bonds, series 2013a dated May 16, 2013 and Special Assessment B Bonds, series 2015a dated May 7, 2015

Participants in the 2013 and 2015 municipal water projects continue to pay off their special assessment B Bonds. This resolution authorizes the Village to remit payment to the bond issuing agency, pursuant to the bond covenants. These payments are contingent on residents making full payments in advance of the bond call date and can only be made in March and November. Approval is recommended.



**I. CALL TO ORDER AND ROLL CALL**

President Dickman called the meeting to order at 6:00pm.

**ROLL CALL**

- President:** Sam Dickman
- Trustees:** Michael Barth  
Daniel Muchin  
Robb DeGraff  
Dan Rosenfeld-excused  
Eido Walny-excused  
Margaret Zitzer

- Public Works Committee Member:** JoAnn Lutz-excused
- Public Safety Committee Member:** Mort Swerdlow

**Also Present:** Village Manager Andy Pederson  
Police Chief Doug Larsson  
Village Attorney Chris Jaekels  
There were three people in the audience

**II. PLEDGE OF ALLEGIANCE**

**III. CONSENT AGENDA**

Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration.

**A. Approval of:**

1. **Board of Trustee meeting minutes, January 17, 2019.**
2. **Summary of Claims for January 1, 2019 through February 8, 2019 in the amount of \$876,716.40.**
3. **License Agreement between the Village of Bayside and James Butz and Bridget Paul at 133 E Fairy Chasm Road.**

Motion by Trustee Muchin, seconded by Trustee DeGraff, to approve the Board of Trustee meeting minutes, January 17, 2019; Summary of Claims for January 1, 2019 through February 8, 2019 in the amount of \$876,716.40; License Agreement between the Village of Bayside and James Butz and Bridget Paul at 133 E Fairy Chasm Road. Motion carried unanimously.

**IV. CITIZENS AND DELEGATIONS**

None.

**V. BUSINESS AGENDA**

**A. COMMITTEE AND COMMISSION REPORTS**

1. **Public Safety Committee**

**a. Introduction of Police Officer Veronika Metanova.**

Chief Larsson stated Police Officer Veronika Metanova started with the Village on January 28, holds bachelor's and master's degrees from Concordia University and completed the basic police academy training at the Milwaukee Area Technical College.

**b. Discussion/action on the January 2019 Police Department Report.**

Chief Larsson provided an overview of the January 2019 Police Department Report noting Veronika Metanova joined the Department, there were 10,142 miles patrolled, and the Sector Chief Program was presented at the Coffee with the Village Manager event.

Motion by Trustee Barth, seconded by Trustee Muchin, on acceptance of the January 2019 Police Department Report. Motion carried unanimously.

**c. Discussion/action on the January 2019 Communication Center Report.**

Manager Pederson provided an overview of the January 2019 Communication Center Report noting calls were down 10% in January 2019 in comparison to January 2018, the Center completed training on Flight for Life response, and Director Scharnott was attending the Wisconsin Active Threat Conference in preparation for a North Shore tabletop training drill.

Motion by Trustee Barth, seconded by Trustee Muchin, on acceptance of the January 2019 Communication Center Report. Motion carried unanimously.

**d. Discussion/action on the 2018 Police Department Annual Report.**

Chief Larsson provided an overview of the 2018 Police Department Annual Report noting Officers Paul Picciolo and Cory Fuller were promoted to Lieutenant; Wisconsin Law Enforcement Accreditation Group (WILEAG) CORE accreditation status was achieved; 301 miles were patrolled on average per shift; 787 hours of training were completed; and, 17,924 calls for service, 1,060 citations and 244 arrests were processed in 2018.

Motion by Trustee Barth, seconded by Trustee Zitzer, on acceptance of the 2018 Police Department Annual Report. Motion carried unanimously.

**e. Discussion/update on Police Department Community Engagement program, myBlue, Building the Bond...One Street at a Time.**

Chief Larsson provided an overview of the new Police Department community engagement program, myBlue, stating myBlue is the tailored delivery of non-urgent advice, resources, and individualized police services to eight neighborhoods within Bayside as well as providing which officer is assigned to each neighborhood.

**2. Public Works Committee**

**a. Discussion/action on the January 2019 Department of Public Works Report.**

Manager Pederson provided an overview of the January 2019 Department of Public Works Report noting crews removed 16 trees in the 2019 removal project, 101 tons of salt were used clearing 26 inches of snow during three (3) major events, and the Bird City USA application was submitted.

Motion by Trustee Barth, seconded by Trustee Zitzer, on acceptance of the January 2019 Department of Public Works Report. Motion carried unanimously.

**b. Discussion/action on the 2018 Public Works Annual Report.**

Manager Pederson provided an overview of the 2018 Public Works Annual Report noting 71 trees were removed, 66 were ash trees impacted by Emerald Ash Borer; 47 driveway culverts were replaced and 11,200 feet of stormwater ditching was completed; 18,400 feet of sanitary sewer mains were cleaned and 16,146 feet were televised; 8,222 piles of yard waste and 2,985 piles of loose leaves were collected; collection hours were down 15% as a whole and yard waste hours were down 29%; and, 37 trees were planted as part of the Adopt-A-Tree Program.

Motion by Trustee DeGraff, seconded by Trustee Barth, on acceptance of the 2018 Public Works Annual Report. Motion carried unanimously.

**c. Discussion/action on Kapur and Associate's Engineering Agreement for 2019 Tree Inventory Update.**

Manager Pederson stated the engineering agreement with Kapur and Associates was for preliminary work necessary for the tree inventory update, loading the updated inventory into the Village's geographic information system (GIS) upon inventory completion and the total cost of the agreement was for \$1,640 to be funded through the Urban Forestry Grant.

Motion by President Dickman, seconded by Trustee Barth, on acceptance of Kapur and Associate's Engineering Agreement for 2019 Tree Inventory Update. Motion carried unanimously.

**d. Discussion/action of Kapur and Associate's Hermitage and Bay Point Lift Station Condition Assessment Report.**

Manager Pederson stated the Village retained Kapur and Associates to complete a site inspection and lift station analysis to determine future improvements to the system. Manager Pederson provided an overview of the findings and recommendations, which would cost an estimated \$92,800 for the Hermitage lift station and \$162,800 for the Bay Point lift station. Manager Pederson stated the next steps would be to commission the Village Engineer to develop plans and specifications to address the identified issues.

Motion by Trustee DeGraff, seconded by Trustee Barth, on acceptance of Kapur and Associate's Hermitage and Bay Point Lift Station Condition Assessment Report. Motion carried unanimously.

**e. Discussion/action on contract award for the 2019 Storm and Sanitary Sewer Rehabilitation Project.**

Manager Pederson stated four (4) contactors bid on 10,480 linear feet of cured-in-place pipe (CIPP) lining for sanitary and storm sewer throughout the Village as well as one (1) sanitary sewer main spot repair on Meadowlark Lane and provided a recommendation to award the contract to Visu-Sewer at the low base bid of \$295,539.50 to be funded through the 2018 borrowing.

Motion by President Dickman, seconded by Trustee Zitzer, on acceptance of contract award for the 2019 Storm and Sanitary Sewer Rehabilitation Project. Motion carried unanimously.

**f. Discussion/action on contract award for the 2019 Street Improvement Project.**

Manager Pederson stated two (2) contractors bid on resurfacing North Meadowlark Lane and North Tennyson Drive between Fairy Chasm and Hermitage Roads, the Ellsworth Park parking lot, and 50

driveway aprons with a recommendation to award the contract to Stark Asphalt at the low bid of \$226,252 to be funded through the 2018 borrowing.

Motion by Trustee DeGraff, seconded by President Dickman, on acceptance of contract award for the 2019 Street Improvement Project. Motion carried unanimously.

**g. Discussion/action on contract award for Tree Removal Project.**

Manager Pederson stated Wallace Tree Care provided a quote of \$24,500 to cut trees down to a height where Village crews could cut the remainder from the ground with the work to be funded in part through the Urban Forestry Grant and monies available from savings in Department of Public Works personnel due to vacancies.

Motion by President Dickman, seconded by Trustee DeGraff, on acceptance of contract award for Tree Removal Project. Motion carried unanimously.

**h. Discussion/action on Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District and Village of Bayside to Recognize Joint TMDL Implementation Initiatives.**

Manager Pederson stated that as the Village contributes financially to the Milwaukee Metropolitan Sewerage District (MMSD), the Intergovernmental Cooperation Agreement would allow the Village to count projects completed by MMSD towards achieving Department of Natural Resources stormwater quality requirements.

Motion by Trustee DeGraff, seconded by Trustee Zitzer, on acceptance on Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District and Village of Bayside to Recognize Joint TMDL Implementation Initiatives. Motion carried unanimously.

**3. Finance and Administration Committee**

**a. Discussion/action on the December 2018 Financial Statement.**

Trustee Barth noted that expenditures and revenues were in line with 2018 fiscal year-to-date.

Motion by Trustee DeGraff, seconded by Trustee Zitzer, on acceptance of the December 2018 Financial Statement. Motion carried unanimously.

**b. Discussion/action on the January 2019 Finance and Administrative Services Report.**

Manager Pederson provided an overview of the January 2019 Finance and Administrative Services Report noting the final journal entries and invoices were entered for 2018, final 2018 payroll reports for the IRS and State of Wisconsin were completed, and Quarterly General Transportation and Connecting Highway Aids were received.

Motion by President Dickman, seconded by Trustee DeGraff, on acceptance of the January 2019 Finance and Administrative Services Report. Motion carried unanimously.

**c. Discussion/action on the January 2019 Financial Statement and Investment Report.**

Trustee Barth noted that expenditures and revenues were in line with 2019 fiscal year-to-date.

Motion by President Dickman, seconded by Trustee DeGraff, on acceptance of the January

2019 Financial Statement and Investment Report. Motion carried unanimously.

**d. Discussion/action on 2018 Communications Report.**

Manager Pederson provided an overview of the 2018 Communications Report noting Facebook likes increased by 13.1% and followers increased 12.5%; Twitter impressions increased by 70.4% from 2017; Bayside Buzz average open rate was 46.3%, which was 25.3% higher than industry average; website visits increased by 18.6% from 2017; 1,186 service requests were submitted through Access Bayside, which was an all-time high and a 16.7% increase from 2017; and, the Village submitted 139 articles through the Village Scene, which averaged 11 per month and was a 43.2% article increase from 2017.

Motion by President Dickman, seconded by Trustee Zitzer, on acceptance of the 2018 Communications Report. Motion carried unanimously.

**e. Discussion/action on Resolution 19-\_\_\_, a resolution supporting State of Wisconsin levy limit exemptions for consolidated dispatch centers.**

Manager Pederson stated consolidating dispatch into the Bayside Communications Center has decreased call processing time by over one minute and is projected to save over \$28 million over a 20-year study period; the seven north shore communities continue to save money through the consolidation, but modest year over year community costs cannot be incorporated into current levy limits; and provided a recommendation to pass the resolution supporting a narrow exemption for consolidated dispatch centers from levy limits.

Motion by President Dickman, seconded by Trustee Muchin, on Resolution 19-05, a resolution supporting State of Wisconsin levy limit exemptions for consolidated dispatch centers. Motion carried unanimously by roll call vote.

**f. Discussion/action on Resolution 19-\_\_\_, a resolution to amend the 2018 Budget to reflect changes in revenues and expenditures.**

Manager Pederson stated that the item was a 2018 year-end housekeeping measure for the Sanitary Sewer Fund.

Motion by Trustee Zitzer, seconded by Trustee Muchin, on Resolution 19-06, a resolution to amend the 2018 Budget to reflect changes in revenues and expenditures. Motion carried unanimously by roll call vote.

**g. Discussion/action on Resolution 19-\_\_\_, a resolution amending resolution 18-29 revising the fee schedule as referenced by the Village of Bayside Municipal Code.**

Manager Pederson stated the change to the fee schedule would increase the driveway culvert replacement project fee to \$600 for those within the road project and \$1,000 for those outside of the road project boundaries as a result of increased supply and labor costs.

Motion by President Dickman, seconded by Trustee Muchin, on Resolution 19-07, a resolution to amending resolution 18-29 revising the fee schedule as referenced by the Village of Bayside Municipal Code. Motion carried unanimously by roll call vote.

**h. Discussion/action on North Shore Environmental Health Consortium.**

Manager Pederson stated the North Shore Environmental Health Consortium was a fee-funded program which has not increased in three years and the Consortium recommended a 4% increase for all program fees to maintain services and cover program costs.

Motion by Trustee DeGraff, seconded by Trustee Muchin, on North Shore Environmental Health consortium. Motion carried unanimously.

**i. Presentation/discussion of Village Investment portfolio by Joseph Olson of BMO Global Asset management.**

Joseph Olson from BMO Global Asset management provided the annual overview of the Village's Investment portfolio in the BMO Global Asset Management program.

- 4. Intergovernmental Cooperation Council-No report**
- 5. Board of Zoning Appeals-No report**
- 6. Plan Commission-No report**
- 7. Architectural Review Committee-No report**
- 8. Library Board**

**a. Discussion/update on 2018 North Shore Library 2018 in Review.**

Library Director Draeger-Anderson provided an overview of the North Shore Library 2018 in Review noting 39,512 checkouts by Bayside residents; 126,347 citizens visited the library; 927 new library members; 239,334 physical items checked out; and, the Library created an e-newsletter to keep patrons informed about programming and services.

**9. Community Event Committee**

**a. Appointment of Margaret Zitzer as Ad Hoc Community Events Committee Chair.**

Manager Pederson stated Trustee Zitzer would replace Trustee Rosenfeld as Chair of the Ad Hoc Community Events Committee.

Motion by Trustee Muchin, seconded by Trustee Barth, to approve the appointment of Margaret Zitzer as Ad Hoc Community Events Committee Chair. Motion carried unanimously.

**b. Appointment of Erin LeMoine as 2019 Volunteer Committee Chair.**

Manager Pederson stated Erin LeMoine would be tasked with coordinating and facilitating volunteer efforts for 2019 community events.

Motion by Trustee Muchin, seconded by Trustee DeGraff, to approve the appointment of Erin LeMoine as 2019 Volunteer Committee Chair. Motion carried unanimously.

**c. Appointment of Dan Rosenfeld and John Krampf as 2019 Fundraiser Committee Co-Chairs.**

Manager Pederson stated Trustee Rosenfeld and John Krampf would lead fundraising efforts for the 2019 community events.



Motion by Trustee Barth, seconded by Trustee Muchin, to approve the appointment of Dan Rosenfeld and John Krampf as 2019 Fundraiser Committee Co-Chairs. Motion carried unanimously.

**10. North Shore Fire Department**

- a. Discussion/action on Resolution 19-\_\_\_, a resolution confirming obligation to contribute to North Shore Fire Department's budget to pay debt service on bonds issued by the Village of Whitefish Bay on behalf of the North Shore Fire Department.**

Manager Pederson stated the item was related to the Whitefish Bay fire station remodeling project; borrowing for the project would be feathered to not increase property taxes for Village debt related to the North Shore Fire Department; and, only interest would be paid until current North Shore Fire Department debt expired in 2022.

Motion by Trustee Muchin, seconded by Trustee Barth, to approve Resolution 19-08, a resolution confirming obligation to contribute to North Shore Fire Department's budget to pay debt service on bonds issued by the Village of Whitefish Bay on behalf of the North Shore Fire Department. Motion carried unanimously by roll call vote.

- b. Discussion/action on Resolution 19-\_\_\_\_, a resolution approving the "single or multi-year capital" budget to remodel the Whitefish Bay fire station in 2019.**

Motion by Trustee Muchin, seconded by Trustee Barth, to approve Resolution 19-09, a resolution approving the "single or multi-year capital" budget to remodel the Whitefish Bay fire station in 2019. Motion carried unanimously by roll call vote.

**11. Community Development Authority-No report**

**VI. VILLAGE PRESIDENT'S REPORT-No report**

**VII. VILLAGE MANAGER'S REPORT**

Manager Pederson stated that he would attend the Northing Bundt Cakes ribbon cutting ceremony the week of February 25.

**VIII. VILLAGE ATTORNEY'S REPORT-No report**

**IX. MISCELLANEOUS BUSINESS BY THE TRUSTEES AS MAY PROPERLY BE BROUGHT BEFORE THE BOARD**

**X. CORRESPONDENCE**

**XI. MOTION TO ADJOURN TO CLOSED SESSION**

- A. Pursuant to Section 19.85 (1) (c) Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (Village Manager Performance Evaluation);**
- B. Pursuant to Section 19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons allow a Closed Session (Municipal Court Memorandum of Understanding and Library Services**

**Agreement).**

Motion by Trustee Muchin, seconded by President Dickman, to adjourn to closed session at 7:10pm Pursuant to Section 19.85 (1) (c) Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (Village Manager Performance Evaluation); Pursuant to Section 19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons allow a Closed Session (Municipal Court Memorandum of Understanding and Library Services Agreement). Motion carried unanimously.

**XII. MOTION TO RECONVENE IN OPEN SESSION Pursuant to Section 19.85 (2)**

Motion by Trustee Muchin, seconded by President Dickman, to reconvene in open session at 7:35pm pursuant to Section 19.85 (2). Motion carried unanimously.

**A. Action on items in closed session.**

Trustee Barth provided a summary of the Village Manager 2018 performance evaluation.

**XIII. ADJOURNMENT**

Motion by Trustee Barth, seconded by Trustee Zitzer, to adjourn the meeting at 7:38pm. Motion carried unanimously.

Respectfully submitted,

Lynn Galyardt, Director of Finance and Administration

**Hey and Associates, Inc.**

Engineering, Ecology and Landscape Architecture

MILWAUKEE, WISCONSIN

8755 W. HIGGINS ROAD, SUITE 835

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

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VOLO, ILLINOIS

March 4, 2019

Mr. Andy Pederson  
Village Manager  
Village of Bayside  
9075 N Regent Rd.  
Bayside, WI, 53217

Proposal No.: 19-0064

Re: Village of Bayside Neighborhood Flow Path Mapping and Drainage Improvement Plan  
Bayside, Wisconsin

Dear Mr. Pederson:

Hey and Associates, Inc. (Hey) would like to thank you for the opportunity to continue working with Village of Bayside on stormwater management throughout the Village. We understand that contracting for the project will go through the Village and the project is partially grant funded through the Fund for Lake Michigan.

This proposal outlines the scope of services to perform flow path analysis for the entire Village including incorporating detailed stormwater infrastructure data as available. In addition, detail will be added to the flow path model in the area where the Village plans to resurface the roads that have had stormwater management problems. The Village is planning to resurface N Sleepy Hollow Lane, E Standish Place, and N Tennyson Drive. The flow path model will allow potential opportunities to be identified to improve the stormwater issues in this area.

**Task 1: Kickoff Meeting**

Hey will attend a meeting on 2/25/2019 with the Village and project team discuss the scope and goals of the project.

**Task 2: Prepare Village-wide Flow Path Model**

Hey will perform the necessary ArcHydro processes to provide the flow path data for the entire Village. A draft exhibit showing the flow paths for the area to be resurfaced will be prepared for the public meeting to be held on March 5, 2019. A refined flow path model will be developed based on any additional information that might be obtained from the public meeting, if the plans for the storm sewer infrastructure to the west of the problem area can be provided, or if additional field data is obtained by the Village. It is assumed that Hey will not attend the public meeting and that the Village will provide comments and input to update the flow path exhibit, as necessary.

This includes one day of field verification of overland flow paths, detention basins, and other stormwater management features. We will coordinate this visit with the Village in the event any assistance or additional information is needed.

**Task 3: Analyze Flow Paths**

Hey will use the flow paths to look for opportunities for incorporation of additional stormwater management infrastructure in conjunction with the areas where street resurfacing is planned. The possible opportunities to be explored could include measures such as stormwater, flood management, and green infrastructure on private properties and in the Village right-of-way.

**Fees**

<b>TASK</b>	<b>FEE</b>
1. Kickoff Meeting	\$500.00 LS
2. Prepare Flow Path Model	\$12,500.00 T&M
3. Analyze Flow Paths	\$1,500.00 T&M
<b>TOTAL</b>	<b>\$14,500.00</b>

Reimbursable expenses shall be included in the fees noted above and include, but are not necessarily limited to, travel, reproductions, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Any additional meetings or supplemental work would be in addition to the above amount or by separate proposal. Our Standard Terms and Conditions are attached.

If this agreement is acceptable, please sign below and return this proposal to our office. Upon receipt, we will sign and return a fully executed copy for your records. This proposal is valid for 60 days from the date of this letter. Should you have any questions, please contact the project manager, Patrick Lach at our Chicago office.

\_\_\_\_\_  
Hey and Associates, Inc.

\_\_\_\_\_  
Village of Bayside

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Compensation**

<b>Profession</b>	<b>Hourly Bill Rate</b>
<b>Principal</b>	\$195-205
<b>Engineering</b>	
Senior Civil Engineer	\$170
Civil Engineer I to V	\$105-145
Engineering Designer	\$150
Water Resources Specialist I to IV	\$95-125
Engineering Technician I to II	\$95-110
<b>Ecological Services</b>	
Senior Project Scientist	\$160
Environmental Services Manager	\$140
Environmental Scientist I to V	\$90-130
Environmental Intern	\$45
<b>Landscape Architecture</b>	
Senior Landscape Architect	\$165
Landscape Architect I to V	\$105-145
Landscape Designer	\$100
<b>Erosion Control</b>	
Senior Erosion and Sediment Control Specialist	\$165
Erosion and Sediment Control Specialist	\$90
<b>Subsurface Drainage Services</b>	
Subsurface Drainage Services Manager	\$120
<b>Design Support</b>	
CAD Manager	\$100
CAD Technician	\$95
GIS Specialist	\$85
<b>Administration</b>	
Senior Administrator	\$110
Accounting/Marketing Administrator	\$70
Administrative Assistant	\$65
<b>Expert Testimony</b>	
Rates to be determined on per-project basis	

**Reimbursable Expense**

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	\$ .65/mile
Copies	\$ .20/page
Software/Digital Resource Charge	\$100.00/project
ATV Usage	\$ 40.00/hour
ATV Discing, Herbicide, Spraying, Mowing	\$ 45.00/hour
Boat Usage	\$ 75.00/hour
Chain Saw Usage	\$ 20.00/hour
Additional Plotting, B & W	\$ .90/sq. ft.
Additional Plotting, Color	\$ 2.75/sq. ft.
Additional Plotting, Mylar	\$ 4.50/sq. ft.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station	\$100.00/day
Unmanned Aerial Reconnaissance	Per Project

**Insurance**

Throughout the duration of the project, Hey will procure and maintain the following insurance:

<b>Liability</b>	<b>Limits of Liability</b>
Workers' Compensation and Employer's Liability	\$ 500,000 each incident
Commercial General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

**Billing**

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1¼ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts.

Hey and Associates Inc. (Hey), with seven (7) days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project. The rates presented herein are effective for the period January 1, 2019 through December 31, 2019 .

**Limitation of Costs**

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

**Client's Responsibilities**

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement. Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

**Cost Opinions**

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

**Standard of Care**

The standard of care for all services performed by Hey under the agreement will be the care and skill ordinarily used by members of the Hey's profession practicing under similar circumstances at the same time and in the same locality. Hey makes no warranties, express or implied, under this Agreement or otherwise, in connection with Hey's services.

**Means & Methods**

Hey will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

**Mutual Indemnification**

Subject to the foregoing provisions, the Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of the Consultant or anyone for whom the Consultant is legally responsible, subject to any limitations of liability contained in this Agreement. Without waiving any statutory or common law immunities or limitations on liability, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Client's contractors, consultants or anyone for whom Client is legally liable.

**Copyright Indemnification**

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless HEY from and against any and all costs, losses and damages (including but not limited to all attorney fees and charges, all court or arbitration or other dispute resolution costs, and any time spent by HEY in defense of any such claims) resulting from any claims brought against HEY alleging copyright, trademark, or patent infringement or any other cause of action or regulatory decision resulting from the HEY's use of, or reliance on, the design, plans and specifications provided by the Owner for the Project. This provision shall survive the completion of the services provided under this Agreement.

**Consequential Damages**

To the fullest extent permitted by law, Owner and Hey waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

**Termination**

Either party may terminate this Agreement upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Hey may terminate this Agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate Hey for services performed prior to the termination, together with Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Hey's termination of consultant agreements and authorized Additional Services.

**Dispute Resolution**

Owner and Hey agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then such Dispute shall be resolved by a court of competent jurisdiction.

**STATE OF WISCONSIN  
MILWAUKEE AND OZAUKEE COUNTIES  
VILLAGE OF BAYSIDE**

**A Proclamation Recognizing April 14 – 20, 2019 as  
National Public Safety Telecommunications Week**

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**WHEREAS**, emergencies can occur at any time that require police, fire, or emergency medical services; and

**WHEREAS**, when an emergency occurs, the prompt response of police officers, public works, firefighters, and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS**, the safety of our officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who contact the Bayside Communications Center; and,

**WHEREAS**, public safety telecommunicators are the first and most critical contact our citizens have with emergency services; and,

**WHEREAS**, public safety telecommunicators are the single vital link for our police officers, firefighters, and emergency medical personnel by monitoring their activities by radio, providing them information and ensuring their safety; and,

**WHEREAS**, Bayside Communications Center telecommunicators have contributed substantially to the apprehension of criminals, the suppression of fires and treatment of patients; and,

**WHEREAS**, each telecommunicator has exhibited compassion, understanding and professionalism during the performance of his or her job in the past year;

**NOW, THEREFORE**, I, Samuel Dickman, Village President do hereby proclaim the week of April 14 – 20, 2019 as:

**NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK**

throughout the Village of Bayside in honor of the men and women whose diligence and professionalism keep our village and citizens safe, and urge all citizens along with all agencies and organizations to dully note this occasion.

VILLAGE OF BAYSIDE

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Samuel D. Dickman, Village President

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Lynn A. Galyardt, Director of Finance and  
Administration, Village Clerk/Treasurer

STATE OF WISCONSIN  
MILWAUKEE AND OZAUKEE COUNTIES  
VILLAGE OF BAYSIDE

RESOLUTION NO: 19-\_\_\_\_\_

RESOLUTION AUTHORIZING THE PARTIAL REDEMPTION OF  
SPECIAL ASSESSMENT B BONDS, SERIES 2013A  
DATED MAY 16, 2013 AND  
SPECIAL ASSESSMENT B BONDS, SERIES 2015A  
DATED MAY 7, 2015

WHEREAS, the Village of Bayside, Milwaukee and Ozaukee Counties, Wisconsin (the "Village") issued Special Assessment B Bonds, Series 2013A, dated May 16, 2013 (the "2013 Bonds") and Special Assessment B Bonds, Series 2015A, dated May 7, 2015 (the "2015 Bonds") (collectively, the "Bonds"); and

WHEREAS, the Village has received prepayment of certain special assessments payable in installments and in anticipation of which the Bonds were issued ("Special Assessment Prepayments"); and

WHEREAS, the Bonds are required to be partially redeemed on any principal or interest date after Special Assessment Prepayments are received in such a manner that the remaining principal maturities shall be as equal as possible; and

WHEREAS, the Village has determined that it is necessary, desirable and in the best interest of the Village to prepay a total of \$20,000 of the 2013 Bonds and redeem \$5,000 of certain maturities or mandatory redemption payments (the "Prepaid 2013 Bonds") on May 1, 2019 as more fully described on Exhibit A attached hereto and incorporated herein by this reference with the Special Assessment Prepayments;

WHEREAS, the Village has determined that it is necessary, desirable and in the best interest of the Village to prepay a total of \$65,000 of the 2015 Bonds and redeem \$5,000 of certain maturities (the "Prepaid 2015 Bonds") on May 1, 2019 as more fully described on Exhibit B attached hereto and incorporated herein by this reference with the Special Assessment Prepayments;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that the Prepaid 2013 Bonds and the Prepaid 2015 Bonds are called for prior payment on May 1, 2019, at the price of par plus accrued interest to the date of redemption.

The Village Clerk is hereby directed to work with Ehlers and Associates, Inc. ("Ehlers") to cause timely notice of the call of the Prepaid 2013 Bonds and the Prepaid 2015 Bonds by providing notice in substantially the form attached hereto as Exhibit A and Exhibit B. All actions heretofore taken by the officers and agents of the Village to effectuate the redemption of the Prepaid 2013 Bonds and the Prepaid 2015 Bonds are hereby ratified and approved.



EXHIBIT B

NOTICE OF PARTIAL CALL\*

VILLAGE OF BAYSIDE  
MILWAUKEE AND OZAUKEE COUNTIES, WISCONSIN  
SPECIAL ASSESSMENT B BONDS, SERIES 2015A  
DATED MAY 7, 2015

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on May 1, 2019 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
5/1/2020	\$5,000	2.00%	073152AY6**
5/1/2021	5,000	2.15	073152AZ3**
5/1/2022	5,000	2.30	073152BA7**
5/1/2023	5,000	2.45	073152BB5**
5/1/2024	5,000	2.60	073152BC3**
5/1/2025	5,000	2.75	073152BD1**
5/1/2029	5,000	3.35	073152BH2**
5/1/2030	5,000	3.50	073152BJ8**
5/1/2031	5,000	3.65	073152BK5**
5/1/2032	5,000	3.80	073152BL3**
5/1/2033	5,000	3.90	073152BM1**
5/1/2034	5,000	4.00	073152BN9**
5/1/2035	5,000	4.10	073152BP4**

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before May 1, 2019.

Said Bonds will cease to bear interest on May 1, 2019.

By Order of the  
Village Board of the Village of Bayside  
Village Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail, overnight express delivery, facsimile or electronic transmission or in any other manner required by the Depository, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to May 1, 2019. This Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

\*\* Represents a portion of the principal amount outstanding of this maturity.

EXHIBIT A

NOTICE OF PARTIAL CALL\*

VILLAGE OF BAYSIDE  
MILWAUKEE AND OZAUKEE COUNTIES, WISCONSIN  
SPECIAL ASSESSMENT B BONDS, SERIES 2013A  
DATED MAY 16, 2013

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on May 1, 2019 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
5/1/2024 <sup>1</sup>	\$5,000 <sup>1</sup>	2.55%	073152AK6**
5/1/2027 <sup>2</sup>	15,000 <sup>2</sup>	3.05	073152AN0**

Upon presentation and surrender of said Bonds to Bond Trust Services Corporation, Roseville, Minnesota, the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on May 1, 2019.

By Order of the  
Village Board of the Village of Bayside  
Village Clerk

Dated \_\_\_\_\_

<sup>1</sup> As a result of this redemption, the principal amount of Bonds paid on the May 1, 2024 maturity date will be reduced by \$5,000.

<sup>2</sup> As a result of this redemption, the principal amount of Bonds paid through mandatory redemption in each of the years 2025-2026 will be reduced by \$5,000 and the principal amount of the Bonds to be paid on the May 1, 2027 maturity date will also be reduced by \$5,000.

\* To be provided to Bond Trust Services Corporation at least thirty-five (35) days prior to May 1, 2019. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile or electronic transmission or in any other manner required by the Depository, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days prior to May 1, 2019. This Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

\*\* Represents a portion of the principal amount outstanding of this maturity.

The Village Board hereby ratifies and approves the retention of Ehlers to provide financial advisory services in connection with this transaction and Quarles & Brady LLP to provide legal services in connection with this transaction.

Passed and Approved this 11th day of March, 2019.

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President

Attest:

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Village Clerk