



Village of Bayside  
9075 N Regent Road  
Board of Trustees Meeting  
September 29, 2021  
Village Board Room, 6:00pm

**BOARD OF TRUSTEES  
AGENDA**

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

**II. PLEDGE OF ALLEGIANCE**

**III. PUBLIC HEARING**

- A.** In the matter of an ordinance to amend the Official Bayside Zoning Map, to create a Planned Unit Development District Number One, and to rezone certain properties on the north side of the 400-800 blocks of W. Brown Deer Road and on the west side of the 8800-9000 blocks of N. Port Washington Road to Planned Unit Development District Number One.

**IV. CITIZENS AND DELEGATIONS**

Open to any citizen who wishes to speak on items not on the agenda. Please note there may be limited discussion on the information received, however, no action will be taken. Please state your name and address for the record.

**V. 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 Trustees meeting minutes, July 15, 2021 and August 9, 2021.
2. Summary of Claims for August 7, 2021 through September 24, 2021 in the amount of \$525,208.06.
3. August 2021 Financial Statement.
4. August 2021 Community Impact Report.
5. Village Road Reconstruction Project Charge Order #1.
6. Wisconsin Department of Transportation DT2245 Statement of Non-Reimbursement by the Village's Sanitary Sewer Utility for relocation and adjustment of Village of Bayside sanitary sewer facilities.
7. Memorandum of Understanding with Mediation Resolutions LLC.
8. Grant award from Wisconsin DATCP for Clean Sweep Program in amount of \$4,050.
9. Agreement with Shoreline Services, Inc. for razing services to be performed at 8855 N. Lake Drive.
10. Resolution 21-\_\_\_\_, 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.
11. Resolution 21-\_\_\_\_, In the Matter of Authorizing an Exception to the Levy Limits for Charges for the North Shore Fire Department Pursuant to 2005 Wisconsin Act 484.

12. Resolution 21- \_\_\_\_\_, A Resolution Approving the 2022 North Shore Fire Department Fees For Service Schedule.

## **VI. BUSINESS AGENDA**

### **A. COMMITTEE AND COMMISSION REPORTS**

1. **Public Safety Committee**
  - a. Discussion/action on August 2021 Communications Center Report.
  - b. Discussion/action on August 2021 Police Department Report.
2. **Finance and Administration Committee**
  - a. Discussion/action on Amended and Restated Joint North Shore Library Services Agreement with the Village of Fox Point and River Hills and City of Glendale.
  - b. Discussion/action on August 2021 Administrative Services Report.
3. **Public Works Committee**
  - a. Discussion/action on Engineering Agreement with Clark Dietz Engineering for North Tennyson Drive Flood Reduction Solutions.
  - b. Discussion/action on Engineering Agreement with Clark Dietz Engineering for North Bayside Drive – East Side Sanitary Sewer Capacity Improvements.
  - c. Discussion/update on Milwaukee Metropolitan Sewage District Brown Deer Road Sewer Project/Terrace Area Restoration.
  - d. Discussion/action on August 2021 Department of Public Works Report.
  - e. Discussion/update on 2021 capital projects.
4. **Intergovernmental Cooperation Council**
5. **Board of Zoning Appeals**
  - a. Discussion/action on the request for a special exception by Mike and Stephanie Tack, for the property located at 9300 N Fairway Dr, to allow an installed tree house to remain in place, contrary to Section I 25-90(b) (5), as recommended by the Board of Zoning Appeals.
6. **Architectural Review Committee**
7. **Plan Commission**

- a. Discussion/action on Ordinance 21- \_\_\_\_, An Ordinance to Amend the Official Zoning Map to create Planned Unit Development District Number One, and to Rezone certain properties on the North Side of the 400-800 blocks of W. Brown Deer Road and on the west side of N. Port Washington Road to Planned Unit Development District Number One.

**8. Library Board**

- a. Discussion/action on the August 2021 Library Report.

**9. North Shore Fire Department**

**10. Community Development Authority**

**VII. VILLAGE PRESIDENT'S REPORT**

**VIII. VILLAGE MANAGER'S REPORT**

**IX. VILLAGE ATTORNEY'S REPORT**

**X. MOTION TO ADJOURN TO CLOSED SESSION**

- A. 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 (Dispatch Services Agreement).
- B. 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 (Police Department).

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

- A. Action on items in closed session.

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

**XIII. ADJOURNMENT**

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  
September 29, 2021  
Village Board Room, 6:00pm

BOARD OF TRUSTEES  
SUPPLEMENTAL AGENDA NOTES

I. CALL TO ORDER AND ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. PUBLIC HEARING

- A. In the matter of an ordinance to amend the Official Bayside Zoning Map, to create a Planned Unit Development District Number One, and to rezone certain properties on the north side of the 400-800 blocks of W. Brown Deer Road and on the west side of the 8800-9000 blocks of N. Port Washington Road to Planned Unit Development District Number One.

IV. CITIZENS AND DELEGATIONS

V. CONSENT AGENDA

A. Approval of:

1. Board of Trustees meeting minutes, July 15 and August 9, 2021.
2. Summary of Claims for August 7, 2021 through September 24, 2021 in the amount of \$525,208.06.
3. August 2021 Financial Statement.

Included in the packet is the August 2021 Financial Statement. Revenues and expenditures are on track year-to-date. Approval is recommended.

4. August 2021 Community Impact Report.

Included in the packet is the August 2021 Community Impact Report. Of significant note, the Access Bayside requests have increased 23% year-to-date. Approval is recommended.

5. Village Road Reconstruction Project Change Order #1.

Change Order #1 for the 2021 Street Improvement Project to complete additional work near 9401 N Lake Drive and 1434 E Brown Deer Road, paving of the DPW Fairy Chasm entrance, and paving of the driveway approach at 420 W Fairy Chasm Road, the last item which will be billed back to the property owner as part of a Village stormwater culvert special charge. Approval is recommended.

6. Wisconsin Department of Transportation DT2245 Statement of Non-Reimbursement by **the Village's** Sanitary Sewer Utility for relocation and adjustment of Village of Bayside sanitary sewer facilities.

The attached agreements are between the Village of Bayside and the Wisconsin Department of Transportation as it relates to the Interstate 43 project. This agreement indicates that the Village will not seek reimbursement from the DOT for work that the DOT is completing. Approval is recommended.

7. Memorandum of Understanding with Mediation Resolutions LLC.

Attached is the Memorandum of Understanding with Mediation Resolutions LLC for the myBlue Neighborhood Mediation Program. Approval is recommended.

8. Grant award from Wisconsin DATCP for Clean Sweep Program in amount of \$4,050.

The Village received the Clean Sweep Program grant funds from Wisconsin DATCP in the amount of \$4,050 for prescription drug disposal. Approval is recommended.

9. Agreement with Shoreline Services, Inc. for razing services to be performed at 8855 N. Lake Drive.

In a previous approval, the Village Board authorized the razing of the property at 8855 N Lake Drive as a result of an exterior inspection of the residence and the building inspector's determination that the property is uninhabitable and poses a safety hazard. Since then, the Building Inspector has met with the property owner on numerous occasions and has inspected the interior of the home as well. Pictures are included in the packet from the interior inspection. The Building Inspector has furthered that recommendation and a report is included identifying numerous health, safety, and welfare hazards.

As a result of the Village Board's action, proposals were solicited for the razing of the property at 8855 N Lake Drive. One proposal was received from Shoreline Contracting Services, Inc. Approval is recommended.

10. Resolution 21-\_\_\_\_, 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.

Attached is 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. This resolution is in regard to the pre-payment by property owners for the municipal water projects in 2013 and 2015. The resolution requires the Village Board to approve this in order for the bond holders to be repaid based on monies that have been received from property owners for the pre-payments. Currently, this resolution authorizes the pre-pay for a total of \$15,000 of the 2015 B bonds as well as \$15,000 for the 2013 B bonds. Approval is recommended.

11. Resolution No. \_\_\_\_\_, In the Matter of Authorizing an Exception to the Levy Limits for Charges for the North Shore Fire Department Pursuant to 2005 Wisconsin Act 484

Attached is a resolution authorizing an exception to the levy limit charges for the North Shore Fire Department pursuant to 2005 Wisconsin Act 484. In order for any community within the North Shore Fire Department service area to utilize the levy exemption, all member agency communities need to approve this same resolution. The Village Board, as well as all the member communities, have approved this same resolution for a number of years. This resolution does not financially bind the Village to utilize the levy exemption. The Village has utilized this exemption in the past and is anticipated to use the exemption again as part of the 2022 budget process.

Approval is recommended.

12. Resolution No. \_\_\_\_, A Resolution Approving the 2022 North Shore Fire Department Fees For Service Schedule.

Attached is an updated fee schedule approved by the North Shore Fire Department of Directors at its most recent meeting as part of the 2022 budget process. Annually, the North Shore Fire Department reviews and establishes fees for services provided. The fee schedule requires approvals of the member communities in order to be enacted. Approval is recommended.

VI. BUSINESS AGENDA

a. COMMITTEE AND COMMISSION REPORTS

1. Public Safety Committee

- a. Discussion/action on August 2021 Communications Center Report.

Included in the packet is the August 2021 Communications Center Report. Of significant note, the Text-to-911 program was rolled out to the North Shore communities. Approval is recommended.

- b. Discussion/action on August 2021 Police Department Report.

Included in the packet is the August 2021 Police Department Report. Of significant note, the myBlue Mediation Program is now available to Bayside residents. The first mediation was conducted in September. Approval is recommended.

2. Finance and Administration Committee

- a. Discussion/action on Amended and Restated Joint North Shore Library Services Agreement with the Village of Bayside, Fox Point and River Hills and City of Glendale.

Attached is the Amended and Restated Joint North Shore Library Services Agreement with the Villages of Fox Point, Bayside, River Hills and City of Glendale. This agreement has been a work in progress for the past several years. At the current time, the Village of Fox Point has approved the agreement. The Village of River Hills will be considering the agreement the same night as the Bayside Village Board, and the City of Glendale will be considering the agreement on the following day.

The agreement as drafted updates all of the provisions that were previously identified by the State Department of Public Instruction requiring updating and addressing the concerns expressed by the member communities, and outlines new parameters on the length of term formula allocation, the manner in which library budget requests can be considered and approved by the member communities, establishing both operating and capital funds for the library, fund balance parameters, as well as addresses numerous other issues that have been identified throughout the negotiation process. The Village of Bayside has previously entered into a separate memorandum of understanding to serve as the fiscal agent for the North Shore library, assuming those responsibilities from the Village of Fox Point in 2020.

The agreement does include a contingency that a new library would be constructed as part of the redevelopment within the Village of Bayside at the northwest corner of Brown Deer Road

and Port Washington Road and outlines the timelines and which that process, and approvals would need to occur. The Village President and Village Clerk are authorized and directed to execute the Agreement upon satisfaction of all conditions. In the event the conditions described are not satisfied by December 31, **the Village Board's approval of the Agreement expires, and the Agreement shall not be executed. Approval is recommended.**

- b. Discussion/action on August 2021 Administrative Services Report.

Included in the packet is the August 2021 Administrative Services Report. Of significant note, the Milwaukee County Treasurer has reimbursed the Village \$53,035.44 for the delinquent real estate property taxes. Approval is recommended.

3. Public Works Committee

- a. Discussion/action on Engineering Agreement with Clark Dietz Engineering for North Tennyson Drive Flood Reduction Solutions.

As you will recall, the Village, with the assistance of the Fund for Lake Michigan, Milwaukee Metropolitan Sewerage District, and others, implemented a green infrastructure project on Tennyson Drive. While the green infrastructure currently collects approximately 100,000 gallons of water and stores the water underground, the nature and frequency of large storm events has not rectified the problem with surface and property flooding in the area. The attached engineering agreement with Clark Dietz would examine the effectiveness and impact of previous improvements, examine the flow path modeling that was previously completed for the area, and develop long term recommendations to address large storm events beyond the capacity that which the green infrastructure can accommodate. Approval is recommended.

- b. Discussion/action on Engineering Agreement with Clark Dietz Engineering for North Bayside Drive – East Side Sanitary Sewer Capacity Improvements.

The Village continues to experience greater amounts of private property inflow and infiltration within the sanitary sewer system and the nature and frequency of large storm events continues to change. This proposal would examine sewers in the east side of the Village as far as how they operate, examine flows, and capacity in order to more efficiently handle these large storm events and the influx of private property inflow and infiltration. The attached proposal from Clark Dietz would examine the area near Bayside Drive as well as a large portion of the east side of the Village to provide recommendations to address these concerns as we look to develop an infrastructure that handles these changing patterns. Approval is recommended.

- c. Discussion/update on Milwaukee Metropolitan Sewage District Brown Deer Road Sewer Project/Terrace Area Restoration.

As you will recall, the Village of Bayside and the Milwaukee Metropolitan Sewerage District have entered into an Intergovernmental Agreement to repair and replace sanitary sewer lines between Regent Road and the Railroad Tracks on Brown Deer Road. The bulk of that work will take place in the eastbound lane of Brown Deer Road and on the sidewalk on the South side of the road. The work will remove the current terrace area, the gravel area with decorative cobblestone currently separating the sidewalk and the pathway and road. MMSD has inquired about what the Village would like as part of restoration for the terrace area. The Department of Public Works has explored several options and is recommending that the gravel and cobblestone area, which has deteriorated and has created numerous maintenance issues, be replaced as part of this project, with asphalt. Given the time frame of the project, the decision on whether to pave or restore to gravel would need to occur now, but the work would not be

completed until the end of 2022. This will give the Village time to develop a plan to address aesthetic and safety concerns between the eastbound lane of traffic and the sidewalk on Brown Deer Road. Direction is requested.

- d. Discussion/action on August 2021 Department of Public Works Report.

Included in the packet is the August 2021 Department Public Works Report. Of significant note, yards of yard waste collected has increased 52% year-to-date due to strong storms. Approval is recommended.

- e. Discussion/update on 2021 capital projects.

#### Lift Stations

The lift stations at Bay Point Road and Hermitage Road are near completion.

#### 2021 Stormwater/Road Project

Ditching and culvert replacement has been completed. Road paving has been completed. Final topsoil restoration and hydroseeding restoration is yet to be completed.

#### Solar Panels

The solar panels have been fully functional for over three months. During that time they generated the equivalent of planting 770 trees, has saved 101,924 pounds of carbon dioxide emissions, and generated 65.8 megawatt hours.

#### Storm Sewer Rehabilitation

A 12" storm sewer installation took place at 845 and 847 Glenbrook Road. A 42" and 21" storm sewer outfall repair took place at 700 E Laramie Lane. The project was completed and came in around 15% under budget.

#### CIPP Lining Project

Visu-Sewer, Inc. who was the chosen contractor as the lowest bidder has been performing work on roughly 9,300 linear feet of sanitary sewer mainline spot repairs in the area bounded by Port Washington Road, Pelham Parkway, Fairy Chasm Road, and Brown Deer. The project is currently in progress.

- 4. Intergovernmental Cooperation Council
- 5. Board of Zoning Appeals
  - a. Discussion/action on the request for a special exception by Mike and Stephanie Tack, for the property located at 9300 N Fairway Dr, to allow an installed tree house to remain in place, contrary to Section I 25-90(b) (5), as recommended by the Board of Zoning Appeals.

The Board of Zoning Appeals recommended approval of the request for a special exception by Mike and Stephanie Tack, for the property located at 9300 N Fairway Dr, to allow an installed tree house to remain in place, contrary to Section I 25-90(b) (5) due to the location being the best place for the treehouse to be placed provided it is removed after 15 years; a fence section that is 20 feet wide and allowed to weather to a natural color is installed behind the tree house; if the tree dies the structure is treated as non-conforming and cannot be rebuilt; the climbing wall on the back side is removed; and all of the findings adhere to Section 12-57.



- 6. Architectural Review Committee
- 7. Plan Commission
  - a. Discussion/action on Ordinance No. \_\_\_\_, An Ordinance to Amend the Official Zoning Map to create Planned Unit Development District Number One, and to Rezone certain properties on the North Side of the 400-800 blocks of W. Brown Deer Road and on the west side of N. Port Washington Road to Planned Unit Development District Number One.

The proposed ordinance to amend the official zoning map to create planned unit development district #1, and to rezone certain properties on the north side of the 400 through 800 blocks of West Brown Deer Road and on the west side of North Port Washington Road to planned unit development district #1 is being brought forward as a recommendation by the Plan Commission. As you are aware, the Plan Commission has held numerous meetings on the matter and has recommended the ordinance that is within your packet. The Village Board will hold a public hearing on this matter earlier on the agenda. Attorney Jaekels will provide an overview of the proposed ordinance at the meeting.

- 8. Library Board
  - a. Discussion/action on the August 2021 Library Report.

Included in the packet is the August 2021 Library Report. Of significant note, a total of 551 are children and teens participated in the summer reading challenge. Approval is recommended.

- 9. North Shore Fire Department
- 10. Community Development Authority

VII. VILLAGE PRESIDENT'S REPORT

VIII. VILLAGE MANAGER'S REPORT

IX. VILLAGE ATTORNEY'S REPORT

**X.** MOTION TO ADJOURN TO CLOSED SESSION

- A. 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 (Dispatch Services Agreement).
- B. 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 (Police Department).

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

- A. Action on items in closed session.

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

XIII. ADJOURNMENT

STATE OF WISCONSIN - VILLAGE OF BAYSIDE - MILWAUKEE & OZAUKEE  
COUNTIES

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**REVISED**  
**NOTICE OF PUBLIC HEARING**

**IN THE MATTER OF AN ORDINANCE TO AMEND THE OFFICIAL BAYSIDE ZONING MAP, TO CREATE PLANNED UNIT DEVELOPMENT DISTRICT NUMBER ONE, AND TO REZONE CERTAIN PROPERTIES ON THE NORTH SIDE OF THE 400-800 BLOCKS OF W. BROWN DEER ROAD AND ON THE WEST SIDE OF THE 8800-9000 BLOCKS OF N. PORT WASHINGTON ROAD TO PLANNED UNIT DEVELOPMENT DISTRICT NUMBER ONE.**

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**PLEASE TAKE NOTICE** that a public hearing will be held before the Board of Trustees of the Village of Bayside on September 29, 2021 at 6:00 pm at **Bayside Village Hall Boardroom, 9075 N Regent Road, Bayside, Wisconsin**. The purpose of the public hearing is to consider:

An Ordinance to amend the Official Bayside Zoning Map, to create Planned Unit Development District Number one, and to rezone certain properties on the north side of the 400-800 blocks of W. Brown Deer Road and on the west side of the 8800-9000 blocks of N. Port Washington Road to Planned Unit Development District Number One.

**PLEASE TAKE FURTHER NOTICE** that at such time and place, all interested parties may appear in person, or by attorney or agent, and be heard on this matter.

**DATED** this September 22, 2021.



Lynn Galyardt  
Administrative Services Director



Village of Bayside  
 9075 N Regent Road  
 Board of Trustees Meeting Minutes  
 July 15, 2021

## I. CALL TO ORDER AND ROLL CALL

President Walny called the meeting to order at 6:00pm via remote teleconferencing.

### ROLL CALL

**President:** Eido Walny  
**Trustees:** Mike Barth  
 Darren Fisher-Arrived at 6:10pm  
 Joshua Roling  
 Dan Rosenfeld  
 Bob Rudman  
 Margaret Zitzer

**Also Present:** Village Manager Andy Pederson  
 Police Chief Doug Larsson  
 Village Attorney Chris Jaekels  
 Administrative Services Director Lynn Galyardt  
 Public Works Operations Superintendent Shane Albers  
 Communications Center Director Liane Scharnott  
 There were two people in the audience.

## II. PLEDGE OF ALLEGIANCE

## III. CITIZENS AND DELEGATIONS

Library Representative Tessa Bartels stated she was excited about the potential new development proposal on the northwest corner of Brown Deer Road and Port Washington Road.

## IV. CONSENT AGENDA

### A. Approval of:

1. Board of Trustees meeting minutes, June 30, 2021.
2. Summary of Claims for June 11, 2021 through July 7, 2021 in the amount of \$340,631.45.
3. 2022 Budget Guidelines.
4. June 2021 Financial Statement.
5. June 2021 Community Impact Report.
6. Focus on Energy grant in the amount of \$14,137.50.
7. Discussion/action on Resolution 21-\_\_\_\_, a Resolution amending Resolution 21-04 revising the Village Fee Schedule as referenced by the Village of Bayside Municipal Code.
8. Discussion/action on Resolution 21-\_\_\_\_, a Resolution to amend the 2021 Budget to establish an American Rescue Plan Act Grant Fund.
9. Raze/repair order for 8855 N Lake Drive.

Motion by Trustee Barth, seconded by Trustee Zitzer, to approve the Board of Trustees meeting minutes, June 30, 2021; Summary of Claims for June 11, 2021 through July 7, 2021 in the amount

of \$340,631.45; 2022 Budget Guidelines; June 2021 Financial Statement; June 2021 Community Impact Report; Focus on Energy grant in the amount of \$14,137.50; Discussion/action on Resolution 21-25, a Resolution amending Resolution 21-04 revising the Village Fee Schedule as referenced by the Village of Bayside Municipal Code; Discussion/action on Resolution 21-26, a Resolution to amend the 2021 Budget to establish an American Rescue Plan Act Grant Fund; and the Raze/repair order for 8855 N Lake Drive. Motion carried unanimously by roll call vote.

**V. BUSINESS AGENDA**

**A. COMMITTEE AND COMMISSION REPORTS**

**1. Public Safety Committee**

- a. Discussion/action on Proclamation Honoring Lieutenant Eric Miller for his 23 years of service to the Village of Bayside Police Department.**

Trustee Zitzer stated Lieutenant Miller was leaving to become the Police Chief in Sheboygan Falls. Chief Larsson thanked the Village Board for attending the going away party that was held for Lieutenant Miller.

Motion by Trustee Barth, seconded by Trustee Rudman, to accept the Proclamation Honoring Lieutenant Eric Miller for his 23 years of service to the Village of Bayside Police Department. Motion carried unanimously.

- b. Discussion/presentation from Milwaukee County Office of Emergency Management on Milwaukee County Emergency Mass Notification System.**

Manager Pederson introduced Paul Riegel from the Milwaukee County Office of Emergency Management. Mr. Riegel provided an update on the failure of the Milwaukee County Emergency Mass Notification System during the June 17 event, noting the alert was sent out and error messages were received from the Everbridge system due to an update which caused the failure for residents to be notified. President Walny questioned why there wasn't a redundancy in place to prevent the failure. Mr. Riegel stated he didn't have the answer to that question and noted that steps have been taken to change the system to prevent the failure in the future.

- c. Discussion/action on June 2021 Communication Center Report.**

Director Scharnott provided an overview of the June 2021 Communication Center Report noting the Center received a grant for training to provide telecommunicators with CPR instructions over the phone. The Center also hired two new telecommunicators who will complete initial training in August. Director Scharnott stated the Center had received recertification from the National Center for Missing and Exploited Children and noted call volume had increased.

Motion by Trustee Barth, seconded by Joshua Roling, to accept June 2021 Communication Center Report. Motion carried unanimously.

- d. Discussion/action on June 2021 Police Department Report.**

Chief Larsson provided an overview of the June 2021 Police Department Report noting the new hybrid police vehicle has been sent to the vendor to have equipment and lighting installed and an e-Grant had been submitted for the purchase of an e-Bicycle. Chief Larsson

stated additional training had been accomplished this month and code enforcements had increased.

Trustee Zitzer noted over two dozen items had been sent to auction. Chief Larsson stated these items had been stored in the basement for years and were no longer needed.

Motion by Trustee Roling, seconded by Trustee Barth, to accept the June 2021 Police Department Report. Motion carried unanimously.

**2. Finance and Administration Committee**

**a. Discussion/action on June 2021 Administrative Services Report.**

Director Galyardt provided an overview of the June 2021 Administrative Services Report noting the American Recover Plan Act funds in the amount of \$226,816.76 were received as well as a \$2,554 credit on our workers compensation premium.

Motion by Trustee Zitzer, seconded by Trustee Rudman, to accept the June 2021 Administrative Services Report. Motion carried unanimously.

**b. Discussion/action on Ordinance 21-\_\_\_\_, an Ordinance to Repeal and Recreate Chapter 116 of the Municipal Code with Regard to Signs.**

Trustee Zitzer stated this ordinance was a comprehensive rewrite of the sign code to be compliant with Supreme Court case laws. Attorney Jaekels stated the ordinance addresses all signs.

Manager Pederson stated he had received correspondence from Robert Edelman, E Bay Point Road, who objected to the 180-day limit.

Motion by Trustee Zitzer, seconded by Trustee Rosenfeld, to approve Ordinance 21-723, an Ordinance to Repeal and Recreate Chapter 116 of the Municipal Code with Regard to Signs. Motion carried unanimously.

**3. Public Works Committee**

**a. Discussion/action on June 2021 Department of Public Works Report.**

DPW Operations Superintendent Albers provided an overview of the June 2021 Department of Public Works Report noting 78 Adopt-A-Tree trees were planted. The 2021 stormwater and culvert replacement project was started on Fairy Chasm Road and the mulching project had been completed.

Motion by Trustee Rosenfeld, seconded by Trustee Barth, to accept the June 2021 Department of Public Works Report. Motion carried unanimously.

**b. Discussion/update on 2021 capital projects.**

Manager Pederson stated the lift station site clean ups will be completed this week including restoration, landscaping, and staff training.

Manager Pederson noted the solar panels have been fully functional for over one month. During that month they generated the equivalent of planting 320 trees, have saved 42,326 pounds of carbon dioxide emissions, and generated 27 megawatt hours. There were no electrical charges from WE Energies for the DPW, Village Hall and the Police Department building this month.

Manager Pederson noted the storm sewer rehabilitation project has been delayed until August. A 12" storm sewer installation will be taking place at 845 and 847 Glenbrook Road. A 42" and 21" storm sewer outfall repair will be taking place at 700 E Laramie Lane. Construction is anticipated to begin at the end of the month.

Manager Pederson stated the CIPP Lining Project pre-construction meeting was held this past week. Visu-Sewer, Inc. who was the chosen contractor as the lowest bidder will be performing work on roughly 9,300 linear feet of sanitary sewer mainline spot repairs in the area bounded by Port Washington Road, Pelham Parkway, Fairy Chasm Road, and Brown Deer. The contractor will notify impacted homeowners in the area and minimize the smell associated with the work being completed. Work is anticipated to start in mid-August with notification to the affected property owners being mailed out soon.

4. **Intergovernmental Cooperation Council**-No report.
5. **Board of Zoning Appeals**-No report.
6. **Architectural Review Committee**-No report.
7. **Plan Commission**-No report.
8. **Library Board**
  - a. **Discussion/action on the June 2021 Library Report.**

Trustee Zitzer stated the Library Board had met and discussed the proposed development noting there had been a positive reaction to the project. Manager Pederson noted the Library Board would be issuing a letter of strong support with regards to the project development.

Trustee Zitzer noted the library had celebrated its 35th Anniversary and stated Library Director Bahringer had appeared on the Morning Blend television show.

Motion by Trustee Barth, seconded by Trustee Rosenfeld, to approve the June 2021 Library Report. Motion carried unanimously.

8. **North Shore Fire Department** -No report.
9. **Community Development Authority**-No report.

## **VI. VILLAGE PRESIDENT'S REPORT**

President Walny stated he had been in touch with the Presidents of the Village of Fox Point and River Hills noting they had had a positive reaction to the Brown Deer Road/Port Washington Road project. President Walny noted Lieutenant Miller had mentored many of the current Police Officer's and would be missed.

## **VII. VILLAGE MANAGER'S REPORT**

Manager Pederson stated Saturday morning a DPW recycling event would be held and a Beer Garden event would be held in the afternoon of July 17. Manager Pederson noted the status of the three raze orders was moving forward with a Request for Proposal posted for the Hermitage Road razing with costs to be placed on the property owners tax bill. The Glencoe Place permits have been executed for the demolition of the home. The homeowner on Lake Drive stated the work will be completed by himself to bring the home up to code.

**VIII. VILLAGE ATTORNEY'S REPORT**

Attorney Jaekels noted the 2021 Board of Review process had been completed.

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

Trustee Barth stated volunteers were needed for the upcoming picnic and noted that he would be unable to attend.

**X. 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.**

There was no closed session.

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

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

**XII. ADJOURNMENT**

Motion by Trustee Barth, seconded by Trustee Zitzer, to adjourn the meeting at 6:42pm. Motion carried unanimously.

Respectfully submitted,

Lynn Galyardt, Administrative Services Director





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

President Walny called the meeting to order at 5:00 pm.

**ROLL CALL**

**President:** Eido Walny  
**Trustees:** Mike Barth-Excused  
Darren Fisher-Excused  
Joshua Roling  
Dan Rosenfeld  
Bob Rudman  
Margaret Zitzer-Excused

**Also Present:** Village Manager Andy Pederson  
Assistant to the Manager Leah Hofer  
Village Attorney Chris Jaekels  
Administrative Services Director Lynn Galyardt  
Deputy Clerk Elizabeth Spaulding  
There was one person in the audience.

**II. PLEDGE OF ALLEGIANCE**

**III. CONSENT AGENDA**

- A. Refer to Plan Commission a Planned Unit Development Petition Request from Cobalt Partners, LLC and LaMacchia Holdings LLC for proposed planned unit development generally bounded by N. Port Washington Road, W. Brown Deer Road, W. White Oaks Lane, and U.S. Highway Interstate 43 north.**
- B. Accept bid from Shoreline Contracting Services, Inc. (DBA as American Demolition) to raze home at 1219 East Hermitage Road.**

Motion by Trustee Roling, second by Trustee Rudman, to refer to Plan Commission a Planned Unit Development Petition Request from Cobalt Partners, LLC and LaMacchia Holdings LLC for proposed planned unit development generally bounded by N. Port Washington Road, W. Brown Deer Road, W. White Oaks Lane, and U.S. Highway Interstate 43 north and accept bid from Shoreline Contracting Services, Inc. (DBA as American Demolition) to raze home at 1219 East Hermitage Road.

**IV. ADJOURNMENT**

Motion by Trustee Rosenfeld, seconded by Trustee Roling, to adjourn the meeting at 5:02 pm.  
Motion carried unanimously.

Respectfully submitted,

Lynn Galyardt, Administrative Services Director

**SUMMARY OF CLAIMS**

**August 7, 2021 through September 24, 2021**

August 20, 2021	\$38,982.27
August 31, 2021	\$33,156.88
September 17, 2021	\$453,068.91
TOTAL	\$525,208.06

Report Criteria:  
Report type: Summary

Check Issue Date	Check Number	Payee	Amount
08/20/2021	37155	AMAZON/SYNCB	157.70
08/20/2021	37156	BAKER & TAYLOR	4,820.07
08/20/2021	37157	BookPage-ProMotion Inc	588.00
08/20/2021	37158	CLEAN SOURCE LLC	3,600.00
08/20/2021	37159	DAVIS & KUELTHAU S.C.	4,981.13
08/20/2021	37160	DEMCO INC	2,073.71
08/20/2021	37161	FINDAWAY WORLD LLC	535.41
08/20/2021	37162	GREATAMERICA FINANCIAL SERVIC	107.00
08/20/2021	37163	Kanopy Inc	122.00
08/20/2021	37164	Laurie H Anderson	2,500.00
08/20/2021	37165	MEA- SEW	30.00
08/20/2021	37166	Mitel	775.82
08/20/2021	37167	MOTION PICTURE LICENSING CORP	215.00
08/20/2021	37168	PACKERLAND RENT-A-MAT INC.	70.48
08/20/2021	37169	PREMIUM WATERS INC.	67.89
08/20/2021	37170	ROZGA PLUMBING & HEATING COR	1,200.00
08/20/2021	37171	SAFEBUILT LLC Lockbox #88135	3,475.85
08/20/2021	37172	SECURIAN FINANCIAL GROUP	808.69
08/20/2021	37173	TOTER LLC	3,740.30
08/20/2021	37174	UNEMPLOYMENT INSURANCE	750.49
08/20/2021	37175	DAVIS & KUELTHAU S.C.	7,637.50
08/20/2021	999997658	CARTER, JULIE	725.23
Grand Totals:			<u>38,982.27</u>

Report Criteria:  
Report type: Summary

Check Issue Date	Check Number	Payee	Amount
08/31/2021	37178	AMAZON/SYNCB	236.28
08/31/2021	37179	ARLINGTON COMPUTER PRODUCTS	3,523.00
08/31/2021	37180	AT&T MOBILITY	27.69
08/31/2021	37181	BIBLIOTHECA LLC	2,053.00
08/31/2021	37182	BUELOW VETTER BUIKEMA OLSON V	90.00
08/31/2021	37183	DAVIS & KUELTHAU S.C.	2,214.79
08/31/2021	37184	DELTA DENTAL	138.92
08/31/2021	37185	ETNA Supply	128.80
08/31/2021	37186	HERBST OIL	4,479.39
08/31/2021	37187	HORIZON PEST MANAGEMENT LLC	418.00
08/31/2021	37188	KUJAWA ENTERPRISES INC	4,562.50
08/31/2021	37189	LANNON STONE PRODUCTS	2,067.37
08/31/2021	37190	Milwaukee Metropolitan Sewerage	2,400.00
08/31/2021	37191	NORTH SHORE BANK	4,310.64
08/31/2021	37192	Penworthy Company LLC	12.00
08/31/2021	37193	POMP'S TIRE SERVICE INC	992.92
08/31/2021	37194	R. BAUMAN & ASSOCIATES S.C.	695.00
08/31/2021	37195	STREICHER'S	1,965.98
08/31/2021	37196	UNEMPLOYMENT INSURANCE	698.00
08/31/2021	37197	UniFirst Corporation	22.53
08/31/2021	37198	WE ENERGIES -	2,073.03
08/31/2021	37199	DAVIS & KUELTHAU S.C.	47.04
Grand Totals:			<u>33,156.88</u>

## Report Criteria:

Report type: Summary

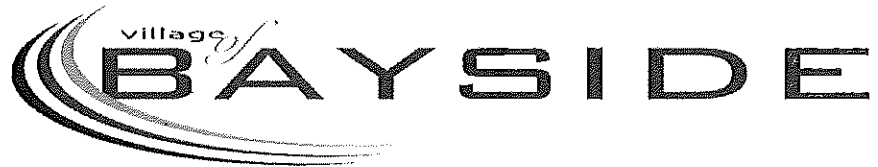
Check Issue Date	Check Number	Payee	Amount
09/17/2021	37203	AMAZON/SYNCB	2,294.57
09/17/2021	37204	ARLINGTON COMPUTER PRODUCTS	14,773.00
09/17/2021	37205	BAKER & TAYLOR	5,873.87
09/17/2021	37206	BAKER TILLY VIRCHOW KRAUSE LLP	825.00
09/17/2021	37207	BATZNER PEST CONTROL	568.00
09/17/2021	37208	Brotzman, Cynthia	100.00
09/17/2021	37209	BUTEYN PETERSON CONSTRUCTION	68,999.00
09/17/2021	37210	CDW GOVERNMENT	2,079.00
09/17/2021	37211	CONCENTRA	71.00
09/17/2021	37212	CREATIVE BRICK	1,115.46
09/17/2021	37213	DAVIS & KUELTHAU S.C.	9,244.96
09/17/2021	37214	DELTA DENTAL	133.20
09/17/2021	37215	EHLERS & ASSOCIATES	3,800.00
09/17/2021	37216	FINDAWAY WORLD LLC	14.58
09/17/2021	37217	GREATAMERICA FINANCIAL SERVIC	107.00
09/17/2021	37218	GRUENBERGER, CATHERINE	50.00
09/17/2021	37219	HERBST OIL	6,168.71
09/17/2021	37220	HUMPHREY SERVICE PARTS INC	590.54
09/17/2021	37221	JOE DE BELAK PLUMBING COMPAN	1,611.50
09/17/2021	37222	Kanopy Inc	135.00
09/17/2021	37223	KAPUR & ASSOCIATES	8,135.68
09/17/2021	37224	KUJAWA ENTERPRISES INC	18,812.50
09/17/2021	37225	LANNON STONE PRODUCTS	2,036.25
09/17/2021	37226	LINCOLN CONTRACTORS SUPPLY	3,836.12
09/17/2021	37227	LMS Holding LLC	600.39
09/17/2021	37228	MINOR'S GARDEN CENTER	14,983.00
09/17/2021	37229	Mitel	387.83
09/17/2021	37230	NORTH SHORE FIRE DEPT-4401	216,128.00
09/17/2021	37231	OFFICE COPYING EQUIPMENT LTD	154.75
09/17/2021	37232	PACKERLAND RENT-A-MAT INC.	72.48
09/17/2021	37233	PARTNERS MFG GROUP	1,537.13
09/17/2021	37234	PARTY COMPANY	400.00
09/17/2021	37235	PATCH 22	1,050.00
09/17/2021	37236	PITNEY BOWES INC	171.75
09/17/2021	37237	PREMIUM WATERS INC.	83.89
09/17/2021	37238	PTM DOCUMENT SYSTEMS	150.25
09/17/2021	37239	RACE DAY EVENTS LLC	1,183.50
09/17/2021	37240	SAFEBUILT LLC Lockbox #88135	6,000.96
09/17/2021	37241	SECURIAN FINANCIAL GROUP	661.00
09/17/2021	37242	Swank Motion Pictures	610.00
09/17/2021	37243	TOTAL ENERGY SYSTEMS LLC	3,567.45
09/17/2021	37244	TRANSCENDENT TECHNOLOGIES	579.00
09/17/2021	37245	UNEMPLOYMENT INSURANCE	4,079.11
09/17/2021	37246	UniFirst Corporation	22.53

Check Issue Date	Check Number	Payee	Amount
09/17/2021	37247	VANDEWALLE & ASSOCIATES	1,692.50
09/17/2021	37248	WE ENERGIES -	4,915.21
09/17/2021	37249	WISCONSIN DNR	176.00
09/17/2021	37250	WISCONSIN DOCUMENT IMAGING	321.53
09/17/2021	37252	DAVIS & KUELTHAU S.C.	40,011.98
09/17/2021	37253	J. APPLESEED, INC	628.50
09/17/2021	37254	JAMES MAE RENTALS, LLC	800.00
09/17/2021	999997690	CARTER, JULIE	725.23
Grand Totals:			<u>453,068.91</u>

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Report Criteria:  
Report type: Summary

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**AUGUST 2021**

**FINANCIAL STATEMENT**

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>TAXES</u>					
10-41100 PROPERTY TAXES	455,029.97	3,226,561.00	3,226,561.00	.00	100.0
10-41300 INTEREST ON DELINQUENT TAXES	.00	11,534.97	12,000.00	465.03	96.1
10-41500 PAYMENT IN LIEU OF TAXES	.00	46,402.21	46,533.00	130.79	99.7
<b>TOTAL TAXES</b>	<b>455,029.97</b>	<b>3,284,498.18</b>	<b>3,285,094.00</b>	<b>595.82</b>	<b>100.0</b>
<u>INTERGOVERNMENTAL</u>					
10-43210 COMMUNITY DEVELOPMENT BLOC	.00	.00	5,598.00	5,598.00	.0
10-43225 PUBLIC SAFETY COMMUNICATION	.00	97,488.00	97,488.00	.00	100.0
10-43235 NORTH SHORE LIBRARY REVENUE	.00	19,521.00	19,521.00	.00	100.0
10-43410 STATE SHARED REVENUES	.00	9,044.43	60,296.00	51,251.57	15.0
10-43415 VIDEO SERVICE PROVIDER AID	.00	14,470.35	7,330.00	7,140.35-	197.4
10-43510 RECYCLING GRANT	.00	25,769.91	25,676.00	93.91-	100.4
10-43530 EXEMPT COMPUTER AID	.00	15,159.62	15,160.00	.38	100.0
10-43535 PERSONAL PROPERTY AID	.00	1,737.78	1,737.00	.78-	100.0
10-43540 STATE TRANSPORTATION AIDS	.00	283,106.13	412,020.00	128,913.87	68.7
10-43545 ST 32 HIGHWAY AIDS	.00	12,738.69	16,954.00	4,215.31	75.1
10-43555 INTERGOVERNMENTAL GRANT	.00	18,137.50	10,000.00	8,137.50-	181.4
10-43600 EXPENDITURE RESTRAINT	.00	78,900.05	78,900.00	.05-	100.0
<b>TOTAL INTERGOVERNMENTAL</b>	<b>.00</b>	<b>576,073.46</b>	<b>750,680.00</b>	<b>174,606.54</b>	<b>76.7</b>
<u>LICENSES &amp; PERMITS</u>					
10-44100 OPERATORS LICENSE	.00	935.00	1,000.00	65.00	93.5
10-44120 LIQUOR LICENSE	.00	3,000.00	2,900.00	100.00-	103.5
10-44140 CIGARETTE LICENSE	.00	200.00	200.00	.00	100.0
10-44220 ANIMAL LICENSES	36.00	1,163.86	1,750.00	586.14	66.5
10-44300 CABLE FRANCHISE FEES	10,308.41	43,391.15	65,000.00	21,608.85	66.8
10-44415 ARC APPLICATION FEES	300.00	2,040.00	2,000.00	40.00-	102.0
10-44420 OCCUPANCY PERMITS	100.00	400.00	250.00	150.00-	160.0
10-44435 TRANSIENT MERCHANT PERMIT	.00	.00	300.00	300.00	.0
10-44460 BUILDING PERMITS	10,221.39	53,175.97	65,000.00	11,824.03	81.8
10-44480 VACANT PROPERTY FEE	.00	1,000.00	.00	1,000.00-	.0
10-44495 EXCAVATION/RIGHT OF WAY/PRIVL	{ 950.00}	5,100.00	15,000.00	9,900.00	34.0
10-44525 FILL PERMIT	550.00	550.00	.00	550.00-	.0
10-44530 RUMMAGE SALE PERMITS	15.00	270.00	120.00	150.00-	225.0
10-44535 DUMPSTER PERMITS	350.00	3,895.00	2,000.00	1,895.00-	194.8
10-44540 SIGN PERMITS	.00	1,060.00	500.00	560.00-	212.0
10-44545 RAIN BARREL	75.00	75.00	.00	75.00-	.0
10-44550 CONDITIONAL USE APPLICATION	300.00	1,200.00	300.00	900.00-	400.0
10-44555 BOARD OF ZONING APPEALS FEES	500.00	3,000.00	500.00	2,500.00-	600.0
10-44560 TREE PROGRAM	.00	12,425.00	5,000.00	7,425.00-	248.5
10-44570 SPECIAL EVENT PERMITS	50.00	490.00	50.00	440.00-	980.0
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>21,855.80</b>	<b>133,370.98</b>	<b>161,870.00</b>	<b>28,499.02</b>	<b>82.4</b>



VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>FINES &amp; FORFEITURES</u>					
10-45100 FINES & FORFEITURES	3,097.18	30,764.11	40,000.00	9,235.89	76.9
10-45125 NOTARY/FINGER	26.50	77.00	100.00	23.00	77.0
TOTAL FINES & FORFEITURES	3,123.68	30,841.11	40,100.00	9,258.89	76.9
<u>PUBLIC CHARGES FOR SERVICES</u>					
10-46110 PROPERTY STATUS REVENUE	1,100.00	4,300.00	4,000.00	300.00-	107.5
10-46120 PUBLICATION FEES	.00	250.00	175.00	75.00-	142.9
10-46125 MISC SERVICE FEE-NOTARY/FINGER	.00	51.00	.00	51.00-	.0
10-46130 DATA SALES	186.44	1,210.84	550.00	660.84-	220.2
10-46150 BRICK DONATIONS	600.00	10,800.00	.00	10,800.00-	.0
10-46310 SPECIAL PICKUPS	1,110.38	9,400.93	8,000.00	1,400.93-	117.5
10-46315 MULCH DELIVERIES	.00	6,782.00	4,800.00	1,982.00-	141.3
10-46330 WELL PERMIT/ABANDONMENT FEES	625.00	2,000.00	.00	2,000.00-	.0
10-46400 EQUIPMENT RENTAL- SEWER FUND	.00	20,000.00	20,000.00	.00	100.0
10-46415 EQUIPMENT RENTAL- STORMWATER	.00	20,000.00	20,000.00	.00	100.0
10-46710 PARK FACILITY RENTAL & PROGRA	567.00	1,929.00	800.00	1,129.00-	241.1
10-46715 PUBLIC WORKS SERVICE REVENUE	291.86	579.70	300.00	279.70-	193.2
TOTAL PUBLIC CHARGES FOR SERVI	4,480.68	77,303.47	58,625.00	18,678.47-	131.9
<u>MISCELLANEOUS REVENUE</u>					
10-48100 INTEREST	5,981.28	59,928.39	110,000.00	50,071.61	54.5
10-48120 REALIZED/UNREALIZED GAIN/LOSS	( 6,108.78)	( 52,519.05)	.00	52,519.05	.0
10-48200 MISCELLANEOUS REVENUE	67.17	2,080.34	500.00	1,580.34-	416.1
10-48210 COPIES	.00	.00	150.00	150.00	.0
10-48215 INTERGOVERNMENTAL REVENUE	.00	22,253.17	.00	22,253.17-	.0
10-48220 FALSE ALARM FEES	.00	1,910.00	5,000.00	3,090.00	38.2
10-48230 RECYCLING PROCEEDS	3,009.11	10,246.74	500.00	9,746.74-	2049.4
10-48240 CREDIT CARD REVENUE	1,994.92	7,310.22	7,000.00	310.22-	104.4
10-48310 EQUIPMENT SALE PROCEEDS	13,064.50	15,938.30	.00	15,938.30-	.0
10-48500 DONATIONS	826.02	6,326.02	10,000.00	3,673.98	63.3
TOTAL MISCELLANEOUS REVENUE	18,834.22	73,474.13	133,150.00	59,675.87	55.2
TOTAL FUND REVENUE	503,324.35	4,175,561.33	4,429,519.00	253,957.67	94.3

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>GENERAL GOVERNMENT</u>					
10-51000-110 WAGES FT	19,661.52	151,666.42	236,083.00	84,416.58	64.2
10-51000-117 HEALTH INSURANCE BUYOUT	166.68	1,333.44	2,000.00	666.56	66.7
10-51000-119 DENTAL INSURANCE BUYOUT	11.32	90.56	208.00	117.44	43.5
10-51000-120 TRUSTEE WAGES	700.00	5,100.00	8,400.00	3,300.00	60.7
10-51000-125 ELECTION WAGES	20.98	1,620.79	3,000.00	1,379.21	54.0
10-51000-130 ELECTIONS SUPPLIES	100.00	2,736.90	3,800.00	1,063.10	72.0
10-51000-150 WISCONSIN RETIREMENT SYSTEM	1,294.87	10,566.25	15,017.00	4,450.75	70.4
10-51000-151 SOCIAL SECURITY	1,543.99	12,480.22	20,402.00	7,921.78	61.2
10-51000-152 LIFE INSURANCE	68.51	609.61	796.00	186.39	76.6
10-51000-153 HEALTH INSURANCE	1,397.69	12,775.12	17,393.00	4,617.88	73.5
10-51000-154 DENTAL INSURANCE	36.23	330.60	362.00	31.40	91.3
10-51000-180 RECRUITMENT	49.95	200.85	171.00	-29.85	117.5
10-51000-208 LEGAL SERVICES-MISC	6,501.50	6,326.00	2,000.00	-4,326.00	316.3
10-51000-210 CONTRACTUAL SERVICES	1,669.68	12,957.53	13,379.00	421.47	96.9
10-51000-211 LEGAL COUNSEL - CONTRACTED	5,028.17	35,197.19	58,583.00	23,385.81	60.1
10-51000-214 AUDIT SERVICES	.00	15,023.12	18,743.00	3,719.88	80.2
10-51000-217 PUBLIC HEALTH SERVICES	.00	14,562.50	29,395.00	14,832.50	49.5
10-51000-219 ASSESSOR SERVICES	3,735.00	24,900.00	24,900.00	.00	100.0
10-51000-221 TELECOMMUNICATIONS	342.15	1,945.17	2,614.00	668.83	74.4
10-51000-225 COMPUTER SUPPORT	.00	.00	1,000.00	1,000.00	.0
10-51000-226 BENEFIT ADMINISTRATIVE FEES	31.92	125.96	200.00	74.04	63.0
10-51000-229 BANKING FEES	446.66	3,677.69	4,200.00	522.31	87.6
10-51000-230 MATERIALS & SUPPLIES	503.88	1,750.75	2,002.00	251.25	87.5
10-51000-238 FINANCIAL ADVISING SERVICES	.00	800.00	6,000.00	5,200.00	13.3
10-51000-300 ADMINISTRATIVE	.00	.00	800.00	800.00	.0
10-51000-310 OFFICE SUPPLIES	359.10	1,079.26	3,717.00	2,637.74	29.0
10-51000-311 POSTAGE	.00	2,322.75	2,600.00	277.25	89.3
10-51000-321 DUES & SUBSCRIPTIONS	30.00	2,702.77	6,430.00	3,727.23	42.0
10-51000-322 TRAINING, SAFETY & CERTS	536.58	3,288.76	8,255.00	4,966.24	39.8
10-51000-323 WELLNESS	.00	.00	1,000.00	1,000.00	.0
10-51000-324 PUBLICATIONS/PRINTING	26.97	409.25	410.00	.75	99.8
10-51000-350 EQUIPMENT REPLACEMENT	.00	.00	2,000.00	2,000.00	.0
10-51000-390 PUBLIC RELATIONS	.00	.00	100.00	100.00	.0
10-51000-500 CONTINGENCY	.00	.00	50,000.00	50,000.00	.0
10-51000-501 COVID 19 CONTINGENCY	.00	50,855.12	89,554.00	38,698.88	56.8
10-51000-510 GENERAL LIABILITY	.00	39,158.69	44,307.00	5,148.31	88.4
10-51000-511 AUTO LIABILITY	.00	4,427.00	5,606.00	1,179.00	79.0
10-51000-512 BOILER INSURANCE	.00	708.00	708.00	.00	100.0
10-51000-513 WORKERS COMPENSATION	2,554.00	47,718.18	50,523.00	2,804.82	94.5
10-51000-515 COMMERCIAL CRIME POLICY	.00	125.24	166.00	40.76	75.5
10-51000-516 PROPERTY INSURANCE	.00	7,099.07	7,418.00	318.93	95.7
10-51000-517 PUBLIC OFFICIAL BONDS	.00	7,399.07	9,816.00	2,416.93	75.4
10-51000-591 MUNICIPAL CODE	.00	.00	4,000.00	4,000.00	.0
<b>TOTAL GENERAL GOVERNMENT</b>	<b>41,709.35</b>	<b>484,069.83</b>	<b>758,058.00</b>	<b>273,988.17</b>	<b>63.9</b>
<u>MUNICIPAL COURT</u>					
10-51200-210 CONTRACTUAL SERVICES	.00	5.00	.00	-5.00	.0
<b>TOTAL MUNICIPAL COURT</b>	<b>.00</b>	<b>5.00</b>	<b>.00</b>	<b>-5.00</b>	<b>.0</b>

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>POLICE</u>					
10-52100-110 WAGES FT	83,049.72	692,258.13	1,108,010.00	415,751.87	62.5
10-52100-111 OVERTIME	1,734.40	8,039.29	30,000.00	21,960.71	26.8
10-52100-116 HOLIDAY PAY	.00	.00	36,286.00	36,286.00	.0
10-52100-117 HEALTH INSURANCE BUYOUT	.00	.00	12,600.00	12,600.00	.0
10-52100-118 SHIFT DIFFERENTIAL PAY	425.00	4,751.00	7,326.00	2,575.00	64.9
10-52100-119 DENTAL INSURANCE BUYOUT	18.88	151.04	680.00	528.96	22.2
10-52100-150 WISCONSIN RETIREMENT SYSTEM	9,257.45	74,039.88	122,031.00	47,991.12	60.7
10-52100-151 SOCIAL SECURITY	6,616.75	53,723.79	91,673.00	37,949.21	58.6
10-52100-152 LIFE INSURANCE	81.39	653.72	855.00	201.28	76.5
10-52100-153 HEALTH INSURANCE	8,090.07	78,206.64	155,107.00	76,900.36	50.4
10-52100-154 DENTAL INSURANCE	111.04	1,114.22	2,705.00	1,590.78	41.2
10-52100-209 HOUSE OF CORRECTION FEES	.00	.00	751.00	751.00	.0
10-52100-210 CONTRACTUAL SERVICES	5,362.12	23,412.58	34,142.00	10,729.42	68.6
10-52100-211 LEGAL COUNSEL-CONTRACTED	4,226.08	14,338.03	24,897.00	10,558.97	57.6
10-52100-213 LEGAL COUNSEL-PERSONNEL	90.00	895.50	1,000.00	104.50	89.6
10-52100-215 MADACC	.00	1,464.18	1,952.24	488.06	75.0
10-52100-221 TELECOMMUNICATIONS	471.87	4,401.59	5,195.00	793.41	84.7
10-52100-225 COMPUTER SUPPORT SERVICES	.00	.00	5,000.00	5,000.00	.0
10-52100-226 BENEFIT ADMINISTRATIVE FEES	.00	1,580.11	1,586.00	5.89	99.6
10-52100-230 MATERIALS & SUPPLIES	758.32	6,877.75	14,356.00	7,478.25	47.9
10-52100-231 FLEET MAINTENANCE	467.92	5,112.31	7,000.00	1,887.69	73.0
10-52100-310 OFFICE SUPPLIES	.00	204.27	1,000.00	795.73	20.4
10-52100-311 POSTAGE	9.05	627.20	800.00	172.80	78.4
10-52100-321 DUES & SUBSCRIPTIONS	.00	455.00	990.00	535.00	46.0
10-52100-322 TRAINING, SAFETY & CERTIFICATI	1,165.00	103.73	4,000.00	4,103.73	( 2.6)
10-52100-323 AMMUNITION	.00	1,141.00	1,600.00	459.00	71.3
10-52100-330 UNIFORM SUPPLIES	85.00	4,403.96	6,500.00	2,096.04	67.8
10-52100-333 MEDICAL SUPPLIES	.00	.00	50.00	50.00	.0
10-52100-340 FUEL MAINTENANCE	1,649.80	11,899.07	17,407.76	5,508.69	68.4
10-52100-519 GASB 45 OBLIGATIONS	.00	46,334.00	46,334.00	.00	100.0
<b>TOTAL POLICE</b>	<b>123,651.76</b>	<b>1,035,980.53</b>	<b>1,741,834.00</b>	<b>705,853.47</b>	<b>59.5</b>
<u>NORTH SHORE FIRE DEPT</u>					
10-52200-224 NORTH SHORE FIRE DEPARTMENT	.00	648,378.00	864,506.00	216,128.00	75.0
10-52200-376 FIRE INSURANCE DUES	.00	22,253.17	.00	-22,253.17	.0
<b>TOTAL NORTH SHORE FIRE DEPT</b>	<b>.00</b>	<b>670,631.17</b>	<b>864,506.00</b>	<b>193,874.83</b>	<b>77.6</b>
<u>BUILDING INSPECTION</u>					
10-52400-110 WAGES FT	.00	20,000.00	20,000.00	.00	100.0
10-52400-250 BUILDING INSPECTIONS	3,475.85	22,333.57	35,750.00	13,416.43	62.5
<b>TOTAL BUILDING INSPECTION</b>	<b>3,475.85</b>	<b>42,333.57</b>	<b>55,750.00</b>	<b>13,416.43</b>	<b>75.9</b>

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>DEPARTMENT OF PUBLIC WORKS</u>					
10-53000-110 WAGES FT	19,587.02	254,272.08	303,960.00	49,687.92	83.7
10-53000-111 OVERTIME	.88-	4,695.26	5,200.00	504.74	90.3
10-53000-112 WAGES PT	163.44	429.03	.00	-429.03	.0
10-53000-150 WISCONSIN RETIREMENT SYSTEM	1,111.99	14,982.60	20,057.00	5,074.40	74.7
10-53000-151 SOCIAL SECURITY	1,397.92	17,273.66	23,574.00	6,300.34	73.3
10-53000-152 LIFE INSURANCE	60.89	571.14	557.00	-14.14	102.5
10-53000-153 HEALTH INSURANCE	5,973.02	79,186.34	91,315.00	12,128.66	86.7
10-53000-154 DENTAL INSURANCE	129.07	1,710.98	1,903.00	192.02	89.9
10-53000-200 FACILITY MAINTENANCE & SUPPLIE	1,401.05	79,367.33	97,500.00	18,132.67	81.4
10-53000-201 CLEANING & JANITORIAL SERVICES	595.34	7,351.63	11,400.00	4,048.37	64.5
10-53000-202 HVAC MAINTENANCE	.00	.00	4,200.00	4,200.00	.0
10-53000-210 CONTRACTUAL SERVICES	4,725.26	25,038.24	38,727.00	13,688.76	64.7
10-53000-216 ENGINEERING	.00	1,503.00	20,000.00	18,497.00	7.5
10-53000-220 UTILITIES	5,010.45	27,572.75	55,000.00	27,427.25	50.1
10-53000-221 TELECOMMUNICATIONS	145.97	1,279.11	2,300.00	1,020.89	55.6
10-53000-226 BENEFIT ADMINISTRATIVE FEES	.00	91.94	114.00	22.06	80.7
10-53000-230 MATERIALS & SUPPLIES	1,510.63	4,308.90	5,092.54	783.64	84.6
10-53000-231 FLEET MAINTENANCE	2,099.45	17,710.38	31,163.00	13,452.62	56.8
10-53000-233 TOOLS	151.17	1,155.47	1,515.47	360.00	76.2
10-53000-310 OFFICE SUPPLIES	18.07	18.07	150.00	131.93	12.1
10-53000-321 DUES & SUBSCRIPTIONS	.00	6.53-	525.00	531.53	( 1.2)
10-53000-322 TRAINING, SAFETY & CERTIFICATI	7.00	1,150.98	1,934.53	783.55	59.5
10-53000-330 UNIFORM SUPPLIES	.00	265.21	1,800.00	1,534.79	14.7
10-53000-334 WINTER OPERATIONS	.00	19,505.51	40,000.00	20,494.49	48.8
10-53000-340 FUEL MAINTENANCE	2,451.80	12,495.74	19,000.00	6,504.26	65.8
10-53000-350 EQUIPMENT REPLACEMENT	.00	4,894.84	6,200.00	1,305.16	79.0
10-53000-360 EQUIPMENT RENTAL	.00	8,685.00	8,685.00	.00	100.0
10-53000-370 TIPPING FEES	15,282.56	54,059.80	71,000.00	16,940.20	76.1
10-53000-377 YARD WASTE TUB GRINDING	.00	.00	8,500.00	8,500.00	.0
10-53000-390 PUBLIC RELATIONS	30.13	30.13	100.00	69.87	30.1
10-53000-400 STREET MAINTENANCE	.00	1,000.00	7,700.00	6,700.00	13.0
10-53000-450 SIGNAGE	.00	1,899.80	2,000.00	100.20	95.0
10-53000-460 FORESTRY & LANDSCAPING	.00	4,851.78	6,815.00	1,963.22	71.2
10-53000-465 TREE DISEASE MITIGATION	.00	2,064.14	15,000.00	12,935.86	13.8
<b>TOTAL DEPARTMENT OF PUBLIC WO</b>	<b>61,851.35</b>	<b>649,414.31</b>	<b>902,987.54</b>	<b>253,573.23</b>	<b>71.9</b>
<u>NORTH SHORE LIBRARY</u>					
10-55100-227 NORTH SHORE LIBRARY	.00	160,277.00	160,277.00	.00	100.0
<b>TOTAL NORTH SHORE LIBRARY</b>	<b>.00</b>	<b>160,277.00</b>	<b>160,277.00</b>	<b>.00</b>	<b>100.0</b>

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PARKS</u>					
10-55200-110 WAGES FT	.00	.00	5,200.00	5,200.00	.0
10-55200-151 SOCIAL SECURITY	.00	.00	398.00	398.00	.0
10-55200-230 MATERIALS & SUPPLIES	500.00	507.46	507.46	.00	100.0
10-55200-235 COMMUNITY EVENTS	2,295.01	3,347.60	15,000.00	11,652.40	22.3
<b>TOTAL PARKS</b>	<b>2,795.01</b>	<b>3,855.06</b>	<b>21,105.46</b>	<b>17,250.40</b>	<b>18.3</b>
<u>DEPARTMENT 59242</u>					
10-59242-900 TRANSFER OUT	.00	46,000.00	46,000.00	.00	100.0
<b>TOTAL DEPARTMENT 59242</b>	<b>.00</b>	<b>46,000.00</b>	<b>46,000.00</b>	<b>.00</b>	<b>100.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>233,483.32</b>	<b>3,092,566.47</b>	<b>4,550,518.00</b>	<b>1,457,951.53</b>	<b>68.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>269,841.03</b>	<b>1,082,994.86</b>	<b>120,999.00-</b>	<b>-1,203,993.86</b>	<b>895.0</b>

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

SANITARY SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>INTERGOVERNMENTAL</u>					
20-43210 INTERGOVERNMENTAL GRANTS	.00	1,958.79	.00	-1,958.79	.0
TOTAL INTERGOVERNMENTAL	.00	1,958.79	.00	-1,958.79	.0
<u>PUBLIC CHARGES FOR SERVICES</u>					
20-46410 RESIDENTIAL SEWER	3,472.00	792,608.00	795,088.00	2,480.00	99.7
20-46420 COMMERCIAL SEWER	5,735.20	55,725.79	100,000.00	44,274.21	55.7
20-46425 POLICE LEASE REVENUE	.00	34,230.00	34,230.00	.00	100.0
20-46450 SEWER INTERGOVERNMENTAL REV	.00	11,709.00	.00	-11,709.00	.0
TOTAL PUBLIC CHARGES FOR SERVI	9,207.20	894,272.79	929,318.00	35,045.21	96.2
<u>MISCELLANEOUS REVENUE</u>					
20-48100 INTEREST	8.96	71.01	.00	-71.01	.0
TOTAL MISCELLANEOUS REVENUE	8.96	71.01	.00	-71.01	.0
TOTAL FUND REVENUE	9,216.16	896,302.59	929,318.00	33,015.41	96.5

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

SANITARY SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>GENERAL SEWER</u>					
20-51000-110 WAGES FT	4,484.15	61,030.29	123,597.00	62,566.71	49.4
20-51000-111 OVERTIME	309.54	788.48	900.00	111.52	87.6
20-51000-117 HEALTH INSURANCE BUYOUT	41.66	333.28	500.00	166.72	66.7
20-51000-119 DENTAL INSURANCE BUYOUT	3.78	30.24	54.00	23.76	56.0
20-51000-150 WISCONSIN RETIREMENT SYSTEM	321.72	2,550.02	8,404.00	5,853.98	30.3
20-51000-151 SOCIAL SECURITY	360.13	2,844.10	9,566.00	6,721.90	29.7
20-51000-152 LIFE INSURANCE	13.30	147.06	263.00	115.94	55.9
20-51000-153 HEALTH INSURANCE	371.26	6,551.15	21,741.00	15,189.85	30.1
20-51000-154 DENTAL INSURANCE	8.78	163.39	453.00	289.61	36.1
20-51000-210 CONTRACTUAL SERVICES	245.21	142,337.07	274,993.00	132,655.93	51.8
20-51000-214 AUDIT SERVICES	.00	2,825.40	3,525.00	699.60	80.2
20-51000-216 ENGINEERING	.00	6,722.36	34,678.00	27,955.64	19.4
20-51000-220 UTILITIES	556.05	9,045.03	10,423.24	1,378.21	86.8
20-51000-221 TELECOMMUNICATIONS	.00	119.15	214.00	94.85	55.7
20-51000-226 BENEFIT ADMINISTRATIVE FEES	.00	20.79	23.00	2.21	90.4
20-51000-230 MATERIALS & SUPPLIES	139.27	1,583.64	2,000.00	416.36	79.2
20-51000-231 FLEET MAINTENANCE	93.04	657.91	1,500.00	842.09	43.9
20-51000-232 LIFT STATION MAINTENANCE	.00	.00	6,126.76	6,126.76	.0
20-51000-233 TOOLS	.00	.00	1,500.00	1,500.00	.0
20-51000-234 DIGGERS HOTLINE	.00	1,782.40	2,000.00	217.60	89.1
20-51000-311 POSTAGE	.00	300.00	400.00	100.00	75.0
20-51000-322 TRAINING, SAFETY & CERTIFICATI	.00	297.00	2,286.00	1,989.00	13.0
20-51000-340 FUEL MAINTENANCE	.00	3,200.00	3,200.00	.00	100.0
20-51000-350 EQUIPMENT REPLACEMENT	.00	.00	1,000.00	1,000.00	.0
20-51000-360 EQUIPMENT RENTAL-GENENERAL FU	.00	20,000.00	20,000.00	.00	100.0
20-51000-510 GENERAL LIABILITY INSURANCE	.00	1,769.62	2,134.00	364.38	82.9
20-51000-513 WORKERS COMPENSATION	.00	1,649.26	1,652.00	2.74	99.8
20-51000-515 COMMERCIAL CRIME POLICY	.00	8.30	11.00	2.70	75.5
20-51000-516 PROPERTY INSURANCE	.00	2,789.10	2,914.00	124.90	95.7
20-51000-801 CAPITAL PROJECTS	.00	29,009.66	320,331.00	291,321.34	9.1
<b>TOTAL GENERAL SEWER</b>	<b>6,947.89</b>	<b>298,554.70</b>	<b>856,389.00</b>	<b>557,834.30</b>	<b>34.9</b>
<u>DEPRECIATION</u>					
20-53000-700 DEPRECIATION	.00	.00	3,138.00	3,138.00	.0
<b>TOTAL DEPRECIATION</b>	<b>.00</b>	<b>.00</b>	<b>3,138.00</b>	<b>3,138.00</b>	<b>.0</b>
<u>DEBT</u>					
20-58100-617 PRINCIPAL REDEMPTION - CWFL	.00	.00	80,806.00	80,806.00	.0
20-58100-618 PRINCIPAL REDEMPTION - BOND	.00	.00	173,750.00	173,750.00	.0
20-58100-621 INTEREST - BOND	14,046.25	39,084.64	48,426.00	9,341.36	80.7
20-58100-626 INTEREST-CLEAN WATER FUND LOA	.00	3,959.86	6,964.00	3,004.14	56.9
<b>TOTAL DEBT</b>	<b>14,046.25</b>	<b>43,044.50</b>	<b>309,946.00</b>	<b>266,901.50</b>	<b>13.9</b>

VILLAGE OF BAYSIDE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING AUGUST 31, 2021

SANITARY SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>AMORTIZATION OF DEBT</u>					
20-58291-226 BOND ISSUANCE FEES	.00	39,446.38	.00	-39,446.38	.0
TOTAL AMORTIZATION OF DEBT	.00	39,446.38	.00	-39,446.38	.0
TOTAL FUND EXPENDITURES	20,994.14	381,045.58	1,169,473.00	788,427.42	32.6
NET REVENUE OVER EXPENDITURES	11,777.98-	515,257.01	240,155.00-	-755,412.01	214.6



VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

STORMWATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
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22-43210 INTERGOVERNMENTAL GRANTS	.00	.00	40,000.00	40,000.00	.0
TOTAL SOURCE 43	.00	.00	40,000.00	40,000.00	.0
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PUBLIC CHARGES FOR SERVICES					
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22-46405 RESIDENTIAL STORMWATER	1,659.20	386,862.00	384,178.00	-2,684.00	100.7
22-46425 COMMERCIAL STORMWATER	4,532.30	77,071.25	154,449.00	77,377.75	49.9
22-46430 RIGHT-OF-WAY MANAGEMENT	200.00	14,800.00	10,000.00	-4,800.00	148.0
TOTAL PUBLIC CHARGES FOR SERVI	6,391.50	478,733.25	548,627.00	69,893.75	87.3
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OTHER FINANCING SOURCES					
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22-49100 PROCEEDS OF LONG-TERM DEBT	.00	310,000.00	.00	-310,000.00	.0
22-49120 PROCEEDS OF PREMIUM	.00	10,890.00	.00	-10,890.00	.0
TOTAL OTHER FINANCING SOURCES	.00	320,890.00	.00	-320,890.00	.0
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TOTAL FUND REVENUE	6,391.50	799,623.25	588,627.00	-210,996.25	135.9

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

STORMWATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
22-53000-110 WAGES FT	17,942.01	69,006.72	123,597.00	54,590.28	55.8
22-53000-111 OVERTIME	1,321.38	1,321.38	900.00	-421.38	146.8
22-53000-117 HEALTH INSURANCE BUYOUT	41.66	333.28	500.00	166.72	66.7
22-53000-119 DENTAL INSURANCE BUYOUT	3.78	30.24	54.00	23.76	56.0
22-53000-150 WISCONSIN RETIREMENT SYSTEM	1,227.96	3,848.44	8,404.00	4,555.56	45.8
22-53000-151 SOCIAL SECURITY	1,416.96	4,326.53	9,566.00	5,239.47	45.2
22-53000-152 LIFE INSURANCE	34.88	147.28	263.00	115.72	56.0
22-53000-153 HEALTH INSURANCE	4,400.44	10,306.53	21,741.00	11,434.47	47.4
22-53000-154 DENTAL INSURANCE	95.83	229.12	453.00	223.88	50.6
22-53000-210 CONTRACTUAL SERVICES	7,424.60	8,325.83	9,536.00	1,210.17	87.3
22-53000-214 AUDIT SERVICES	.00	1,325.74	1,654.00	328.26	80.2
22-53000-216 ENGINEERING	.00	3,848.00	62,164.00	58,316.00	6.2
22-53000-220 UTILITY EXPENSES	56.52	545.20	2,400.00	1,854.80	22.7
22-53000-221 TELECOMMUNICATIONS	.00	.00	100.00	100.00	.0
22-53000-226 BENEFIT ADMINISTRATIVE FEES	.00	13,822.27	23.00	-13,799.27	60096.8
22-53000-230 MATERIALS & SUPPLIES	2,296.10	4,784.02	4,900.00	115.98	97.6
22-53000-232 LIFT STATION MAINTENANCE	.00	500.00	2,000.00	1,500.00	25.0
22-53000-322 TRAINING, SAFETY & CERTIFICATI	.00	50.00	1,000.00	950.00	5.0
22-53000-327 CULVERT MATERIALS	4,174.14	10,940.61	18,493.00	7,552.39	59.2
22-53000-328 LANDSCAPING MATERIALS	1,150.23	3,400.89	37,000.00	33,599.11	9.2
22-53000-329 EXCAVATION AND DISPOSAL	.00	.00	12,600.00	12,600.00	.0
22-53000-340 FUEL MAINTENANCE	.00	2,500.00	2,500.00	.00	100.0
22-53000-350 EQUIPMENT REPLACEMENT	.00	45,922.90	62,000.00	16,077.10	74.1
22-53000-360 EQUIPMENT RENTAL	.00	20,000.00	20,000.00	.00	100.0
22-53000-510 GENERAL LIABILITY INSURANCE	.00	2,182.30	2,634.00	451.70	82.9
22-53000-513 WORKERS COMPENSATION	.00	1,617.10	1,620.00	2.90	99.8
22-53000-515 COMMERCIAL CRIME POLICY	.00	8.30	11.00	2.70	75.5
22-53000-516 PROPERTY INSURANCE	.00	2,707.72	2,829.00	121.28	95.7
22-53000-801 CAPITAL PROJECTS	.00	55,412.99	163,331.00	107,918.01	33.9
<b>TOTAL DEPARTMENT 53000</b>	<b>39,286.03</b>	<b>267,443.39</b>	<b>572,273.00</b>	<b>304,829.61</b>	<b>46.7</b>
<b>TRANSFER TO OTHER FUND</b>					
22-59200-900 ADMINISTRATIVE/TRANSFER TO	.00	64,430.00	64,430.00	.00	100.0
<b>TOTAL TRANSFER TO OTHER FUND</b>	<b>.00</b>	<b>64,430.00</b>	<b>64,430.00</b>	<b>.00</b>	<b>100.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>39,286.03</b>	<b>331,873.39</b>	<b>636,703.00</b>	<b>304,829.61</b>	<b>52.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>32,894.53-</b>	<b>467,749.86</b>	<b>48,076.00-</b>	<b>-515,825.86</b>	<b>972.9</b>

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

PUBLIC SAFETY COMMUNICATIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>TAXES</u>					
26-41100	.00	297,783.00	297,783.00	.00	100.0
TOTAL TAXES	.00	297,783.00	297,783.00	.00	100.0
<u>SOURCE 46</u>					
26-46220	5,416.50	236,144.65	266,538.00	30,393.35	88.6
TOTAL SOURCE 46	5,416.50	236,144.65	266,538.00	30,393.35	88.6
<u>INTERGOVERNMENT REVENUE</u>					
26-47130	.00	1,563,362.79	2,084,484.00	521,121.21	75.0
TOTAL INTERGOVERNMENT REVENUE	.00	1,563,362.79	2,084,484.00	521,121.21	75.0
<u>MISCELLANEOUS REVENUE</u>					
26-48100	.00	58,237.04	53,025.00	-5,212.04	109.8
TOTAL MISCELLANEOUS REVENUE	.00	58,237.04	53,025.00	-5,212.04	109.8
TOTAL FUND REVENUE	5,416.50	2,155,527.48	2,701,830.00	546,302.52	79.8

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

PUBLIC SAFETY COMMUNICATIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PUBLIC SAFETY COMMUNICATIONS</u>					
26-51000-110 WAGES FT	90,970.37	776,209.64	1,492,249.00	716,039.36	52.0
26-51000-111 OVERTIME	9,169.39	47,088.78	45,000.00	-2,088.78	104.6
26-51000-116 HOLIDAY PAY	1,147.09	13,417.55	30,902.00	17,484.45	43.4
26-51000-117 HEALTH INSURANCE BUYOUT	541.66	5,458.27	7,500.00	2,041.73	72.8
26-51000-119 DENTAL INSURANCE BUYOUT	37.76	309.63	997.00	687.37	31.1
26-51000-150 WISCONSIN RETIREMENT SYSTEM	6,635.03	56,058.68	105,850.00	49,791.32	53.0
26-51000-151 SOCIAL SECURITY	7,176.61	60,763.56	120,551.00	59,787.44	50.4
26-51000-152 LIFE INSURANCE	191.89	1,603.73	2,550.00	946.27	62.9
26-51000-153 HEALTH INSURANCE	21,790.82	194,963.88	392,087.00	197,123.12	49.7
26-51000-154 DENTAL INSURANCE	449.23	4,077.08	7,157.00	3,079.92	57.0
26-51000-180 RECRUITMENT	963.74	2,950.32	2,500.00	-450.32	118.0
26-51000-200 FACILITY MAINTENANCE & SUPPLIE	175.55	9,926.24	14,298.00	4,371.76	69.4
26-51000-201 CLEANING & JANITORIAL SERVICES	855.12	7,845.87	11,183.00	3,337.13	70.2
26-51000-210 CONTRACTUAL SERVICES	1,374.20	6,774.31	8,353.00	1,578.69	81.1
26-51000-213 LEGAL COUNSEL-PERSONNEL	.00	.00	1,000.00	1,000.00	.0
26-51000-214 AUDIT SERVICES	.00	1,325.74	1,654.00	328.26	80.2
26-51000-220 UTILITIES	4,229.02	14,018.00	24,240.00	10,222.00	57.8
26-51000-221 TELECOMMUNICATIONS	4,620.76	52,095.24	117,562.00	65,466.76	44.3
26-51000-225 COMPUTER SUPPORT SERVICES	.00	924.00	3,500.00	2,576.00	26.4
26-51000-226 BENEFIT ADMINISTRATIVE FEES	.00	401.96	479.00	77.04	83.9
26-51000-230 MATERIALS & SUPPLIES	139.83	3,855.90	5,000.00	1,144.10	77.1
26-51000-236 LICENSING & MAINTENANCE	4,961.32	143,636.66	175,368.00	31,731.34	81.9
26-51000-310 OFFICE SUPPLIES	.00	216.44	1,800.00	1,583.56	12.0
26-51000-311 POSTAGE	.00	400.00	500.00	100.00	80.0
26-51000-321 DUES & SUBSCRIPTIONS	.00	2,813.00	3,000.00	187.00	93.8
26-51000-322 TRAINING, SAFETY & CERTIFICATI	.00	1,948.60	3,000.00	1,051.40	65.0
26-51000-500 CONTINGENCY	.00	.00	14,112.00	14,112.00	.0
26-51000-510 GENERAL LIABILITY	.00	4,740.14	5,728.00	987.86	82.8
26-51000-513 WORKERS COMPENSATION	.00	2,395.52	2,400.00	4.48	99.8
26-51000-515 COMMERCIAL CRIME POLICY	.00	70.16	93.00	22.84	75.4
26-51000-516 PROPERTY INSURANCE	.00	3,162.11	3,730.00	567.89	84.8
<b>TOTAL PUBLIC SAFETY COMMUNIC</b>	<b>152,680.99</b>	<b>1,419,451.01</b>	<b>2,604,343.00</b>	<b>1,184,891.99</b>	<b>54.5</b>
<u>TRANSFER TO OTHER FUND</u>					
26-59217-900 ADMINISTRATIVE/TRANSFER TO	.00	97,488.00	97,488.00	.00	100.0
<b>TOTAL TRANSFER TO OTHER FUND</b>	<b>.00</b>	<b>97,488.00</b>	<b>97,488.00</b>	<b>.00</b>	<b>100.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>152,680.99</b>	<b>1,516,939.01</b>	<b>2,701,831.00</b>	<b>1,184,891.99</b>	<b>56.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>147,264.49-</b>	<b>638,588.47</b>	<b>1.00-</b>	<b>-638,589.47</b>	<b>638588</b>

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

LONG TERM FINANCIAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>TAXES</u>					
30-41100 PROPERTY TAXES	.00	792,089.00	792,089.00	.00	100.0
TOTAL TAXES	.00	792,089.00	792,089.00	.00	100.0
<u>LICENSES &amp; PERMITS</u>					
30-44350 CELL TOWER FEES	2,027.33	16,151.80	23,031.00	6,879.20	70.1
TOTAL LICENSES & PERMITS	2,027.33	16,151.80	23,031.00	6,879.20	70.1
<u>INTERGOVERNMENT REVENUE</u>					
30-47111 FOX POINT REVENUE	.00	2,352.50	14,705.00	12,352.50	16.0
30-47115 B SERIES ADMIN FEE	.00	14,525.00	14,525.00	.00	100.0
TOTAL INTERGOVERNMENT REVENUE	.00	16,877.50	29,230.00	12,352.50	57.7
<u>MISCELLANEOUS REVENUE</u>					
30-48100 INTEREST	.00	690.06	.00	-690.06	.0
30-48200 MISC REVENUE	.00	5,172.50	.00	-5,172.50	.0
30-48300 NSFD	165,257.50	170,515.00	170,515.00	.00	100.0
TOTAL MISCELLANEOUS REVENUE	165,257.50	176,377.56	170,515.00	-5,862.56	103.4
<u>OTHER FINANCING SOURCES</u>					
30-49100 PROCEEDS OF LONG-TERM DEBT	.00	4,148,176.41	.00	-4,148,176.41	.0
30-49120 PROCEEDS OF PREMIUM	.00	76,953.39	.00	-76,953.39	.0
30-49250 TRANSFER FROM STORMWATER FUN	.00	64,430.00	64,430.00	.00	100.0
TOTAL OTHER FINANCING SOURCES	.00	4,289,559.80	64,430.00	-4,225,129.80	6657.7
TOTAL FUND REVENUE	167,284.83	5,291,055.66	1,079,295.00	-4,211,760.66	490.2

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

LONG TERM FINANCIAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>DEBT</u>					
30-58100-215 MADACC	.00	263.95	2,583.00	2,319.05	10.2
30-58100-226 BENEFIT ADMINISTRATIVE FEES	.00	19,064.18	1,400.00	-17,664.18	1361.7
30-58100-595 PAYMENT TO ESCROW AGENT	.00	57,251.37	.00	-57,251.37	.0
30-58100-611 NSFD STATION #5	.00	160,000.00	160,000.00	.00	100.0
30-58100-612 FOX POINT/RIVER HILLS DISPATCH	.00	2,352.50	34,833.00	32,480.50	6.8
30-58100-614 UNFUNDED LIABILITY PRINCIPAL	.00	26,000.00	26,000.00	.00	100.0
30-58100-616 2011 GENERAL OBLIGATION	.00	975,200.00	76,250.00	-898,950.00	1279.0
30-58100-618 PRINCIPAL- 2014 BOND	.00	125,000.00	330,000.00	205,000.00	37.9
30-58100-619 2016 GENERAL OBLIGATION	.00	.00	125,000.00	125,000.00	.0
30-58100-620 2018 GENERAL OBLIGATION	.00	70,000.00	70,000.00	.00	100.0
30-58100-621 INTEREST ON BOND	24,820.00	129,543.49	196,465.00	66,921.51	65.9
30-58100-623 UNFUNDED LIABILITY INTEREST	.00	4,465.55	4,466.00	.45	100.0
<b>TOTAL DEBT</b>	<b>24,820.00</b>	<b>1,569,141.04</b>	<b>1,026,997.00</b>	<b>-542,144.04</b>	<b>152.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>24,820.00</b>	<b>1,569,141.04</b>	<b>1,026,997.00</b>	<b>-542,144.04</b>	<b>152.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>142,464.83</b>	<b>3,721,914.62</b>	<b>52,298.00</b>	<b>-3,669,616.62</b>	<b>7116.7</b>

VILLAGE OF BAYSIDE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING AUGUST 31, 2021

POLICE CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>TAXES</u>					
40-41100 PROPERTY TAXES	.00	71,480.00	71,480.00	.00	100.0
40-41130 FIRE & RESCUE PROPERTY TAXES	.00	28,711.00	28,711.00	.00	100.0
TOTAL TAXES	.00	100,191.00	100,191.00	.00	100.0
<u>INTERGOVERNMENTAL</u>					
40-43210 INTERGOVERNMENTAL GRANTS	.00	10.00	750.00	740.00	1.3
40-43215 POLICE REVENUE	.00	.00	10,500.00	10,500.00	.0
TOTAL INTERGOVERNMENTAL	.00	10.00	11,250.00	11,240.00	.1
TOTAL FUND REVENUE	.00	100,201.00	111,441.00	11,240.00	89.9

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

POLICE CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CAPITAL PROJECTS</u>					
40-91000-801 CAPITAL PROJECTS	.00	69,491.00	75,711.00	6,220.00	91.8
40-91000-802 CAPITAL LEASE	.00	34,230.00	34,230.00	.00	100.0
40-91000-803 CAPITAL EQUIPMENT	1,965.98	1,965.98	3,000.00	1,034.02	65.5
TOTAL CAPITAL PROJECTS	1,965.98	105,686.98	112,941.00	7,254.02	93.6
TOTAL FUND EXPENDITURES	1,965.98	105,686.98	112,941.00	7,254.02	93.6
NET REVENUE OVER EXPENDITURES	1,965.98-	5,485.98-	1,500.00-	3,985.98	( 365.7)



VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

DEPARTMENT OF PUBLIC WORKS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>TAXES</u>					
41-41100	.00	50,000.00	50,000.00	.00	100.0
	.00	50,000.00	50,000.00	.00	100.0
<u>INTERGOVERNMENTAL</u>					
41-43540	.00	37,548.00	37,548.00	.00	100.0
	.00	37,548.00	37,548.00	.00	100.0
<u>PUBLIC CHARGES FOR SERVICES</u>					
41-46320	407.50	6,981.78	.00	-6,981.78	.0
	407.50	6,981.78	.00	-6,981.78	.0
<u>OTHER FINANCING SOURCES</u>					
41-49100	.00	1,015,000.00	.00	-1,015,000.00	.0
41-49120	.00	54,939.58	.00	-54,939.58	.0
	.00	1,069,939.58	.00	-1,069,939.58	.0
	407.50	1,164,469.36	87,548.00	-1,076,921.36	1330.1

VILLAGE OF BAYSIDE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING AUGUST 31, 2021

DEPARTMENT OF PUBLIC WORKS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%	
<u>CAPITAL PROJECTS</u>						
41-91000-226	BENEFIT ADMINISTRATIVE FEES	.00	25,545.51	.00	-25,545.51	.0
41-91000-801	CAPITAL PROJECTS	.00	9,779.88	200,000.00	190,220.12	4.9
41-91000-803	CAPITAL EQUIPMENT	.00	.00	12,016.00	12,016.00	.0
TOTAL CAPITAL PROJECTS		.00	35,325.39	212,016.00	176,690.61	16.7
TOTAL FUND EXPENDITURES		.00	35,325.39	212,016.00	176,690.61	16.7
NET REVENUE OVER EXPENDITURES		407.50	1,129,143.97	124,468.00-	-1,253,611.97	907.2

VILLAGE OF BAYSIDE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING AUGUST 31, 2021

ADMIN SERVICES CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>TAXES</u>					
42-41100 PROPERTY TAXES	.00	125,602.00	125,602.00	.00	100.0
TOTAL TAXES	.00	125,602.00	125,602.00	.00	100.0
<u>OTHER FINANCING SOURCES</u>					
42-49210 TRANSFER FROM GENERAL FUND	.00	46,000.00	46,000.00	.00	100.0
TOTAL OTHER FINANCING SOURCES	.00	46,000.00	46,000.00	.00	100.0
TOTAL FUND REVENUE	.00	171,602.00	171,602.00	.00	100.0

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

ADMIN SERVICES CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CAPITAL PROJECTS</u>					
42-91000-519 GASB 45 OBLIGATIONS	6,720.73	12,766.00	136,717.00	123,951.00	9.3
42-91000-801 CAPITAL PROJECTS	1,065.00	60,552.31	59,487.00	-1,065.31	101.8
42-91000-803 CAPITAL EQUIPMENT	.00	.00	75,000.00	75,000.00	.0
TOTAL CAPITAL PROJECTS	<u>7,785.73</u>	<u>73,318.31</u>	<u>271,204.00</u>	<u>197,885.69</u>	<u>27.0</u>
TOTAL FUND EXPENDITURES	<u>7,785.73</u>	<u>73,318.31</u>	<u>271,204.00</u>	<u>197,885.69</u>	<u>27.0</u>
NET REVENUE OVER EXPENDITURES	<u>7,785.73-</u>	<u>98,283.69</u>	<u>99,602.00-</u>	<u>-197,885.69</u>	<u>98.7</u>

VILLAGE OF BAYSIDE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING AUGUST 31, 2021

ARPA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
43-43700 ARPA GRANT FUNDS	.00	226,816.76	226,817.00	.24	100.0
TOTAL SOURCE 43	.00	226,816.76	226,817.00	.24	100.0
TOTAL FUND REVENUE	.00	226,816.76	226,817.00	.24	100.0

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

ARPA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
43-51000-803	ARPA EQUIPMENT	.00	.00	226,817.00	226,817.00	.0
	TOTAL DEPARTMENT 51000	.00	.00	226,817.00	226,817.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	226,817.00	226,817.00	.0
	NET REVENUE OVER EXPENDITURES	.00	226,816.76	.00	-226,816.76	.0

VILLAGE OF BAYSIDE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

PUBLIC SAFETY COMM CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>TAXES</u>					
46-41100	.00	21,962.00	21,962.00	.00	100.0
TOTAL TAXES	.00	21,962.00	21,962.00	.00	100.0
<u>SOURCE 43</u>					
46-43210	.00	131,197.55	.00	-131,197.55	.0
TOTAL SOURCE 43	.00	131,197.55	.00	-131,197.55	.0
<u>INTERGOVERNMENTAL REVENUE</u>					
46-47110	.00	153,735.07	153,735.00	-.07	100.0
TOTAL INTERGOVERNMENTAL REVE	.00	153,735.07	153,735.00	-.07	100.0
TOTAL FUND REVENUE	.00	306,894.62	175,697.00	-131,197.62	174.7

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

PUBLIC SAFETY COMM CAPITAL

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>DEPARTMENT 91000</u>					
46-91000-801 CAPITAL PROJECTS	.00	140,318.31	155,211.51	14,893.20	90.4
46-91000-803 CAPITAL EQUIPMENT	.00	3,849.82	51,000.00	47,150.18	7.6
TOTAL DEPARTMENT 91000	.00	144,168.13	206,211.51	62,043.38	69.9
TOTAL FUND EXPENDITURES	.00	144,168.13	206,211.51	62,043.38	69.9
NET REVENUE OVER EXPENDITURES	.00	162,726.49	30,514.51-	-193,241.00	533.3



VILLAGE OF BAYSIDE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING AUGUST 31, 2021

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>LIBRARY FUND</u>					
50-47400 JOINT LIBRARY RECEIVABLES	.00	753,007.48	953,032.00	200,024.52	79.0
50-47410 LIBRARY COPY FEES	65.41	1,535.79	10,000.00	8,464.21	15.4
50-47420 LIBRARY FINES	1,086.73	8,727.27	27,000.00	18,272.73	32.3
50-47430 NET LENDER REVENUE	.00	169.00	175.00	6.00	96.6
50-47440 MISC REVENUE	1,750.70	1,783.20	.00	-1,783.20	.0
50-47450 LOST BOOK REVENUE	134.70	1,625.35	5,000.00	3,374.65	32.5
50-47500 DONATIONS	.00	2.48	250.00	247.52	1.0
TOTAL LIBRARY FUND	3,037.54	766,850.57	995,457.00	228,606.43	77.0
TOTAL FUND REVENUE	3,037.54	766,850.57	995,457.00	228,606.43	77.0

VILLAGE OF BAYSIDE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2021

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
50-50230-900 WIS RETIREMENT UNFUNDED PAYME	.00	.00	13,571.00	13,571.00	.0
TOTAL DEPARTMENT 50230	.00	.00	13,571.00	13,571.00	.0

GENERAL LIBRARY

50-61000-110 LIBRARY DIRECTOR SALARY	6,906.84	52,062.82	82,868.00	30,805.18	62.8
50-61000-120 SALARIES-OTHER LIBRARY STAFF	33,624.37	259,835.61	529,655.00	269,819.39	49.1
50-61000-150 WISCONSIN RETIREMENT	1,791.82	13,483.02	26,594.00	13,110.98	50.7
50-61000-151 SOCIAL SECURITY	3,025.69	23,813.12	46,950.00	23,136.88	50.7
50-61000-152 LIFE INSURANCE	15.12	69.39	120.00	50.61	57.8
50-61000-153 HEALTH INSURANCE	5,832.91	46,804.83	100,476.00	53,671.17	46.6
50-61000-154 DENTAL INSURANCE	67.95	490.74	.00	-490.74	.0
50-61000-156 UNEMPLOYMENT	.00	.00	4,000.00	4,000.00	.0
50-61000-210 CONTRACTUAL SERVICES	.00	19,521.00	19,521.00	.00	100.0
50-61000-218 LEGAL FEES	.00	.00	2,500.00	2,500.00	.0
50-61000-221 ELECTRIC	2,073.03	20,521.50	33,530.00	13,008.50	61.2
50-61000-222 TELEPHONE	775.82	3,515.35	4,650.00	1,134.65	75.6
50-61000-223 WATER/SEWER	67.89	1,148.54	2,850.00	1,701.46	40.3
50-61000-227 SYSTEM EXPENSE	.00	43,706.13	46,357.00	2,650.87	94.3
50-61000-230 MAINTENANCE	4,711.37	15,800.32	36,500.00	20,699.68	43.3
50-61000-233 EQUIPMENT MAINTENANCE	2,855.89	10,038.51	10,634.00	595.49	94.4
50-61000-310 SUPPLIES	5,323.29	13,407.73	18,800.00	5,392.27	71.3
50-61000-311 POSTAGE	.00	52.73	600.00	547.27	8.8
50-61000-321 DUES-EDUCATIONAL	21.00	135.51	1,200.00	1,064.49	11.3
50-61000-322 STAFF TRAINING	132.92	1,581.91	3,390.00	1,808.09	46.7
50-61000-323 PROMO & ADVERTISING	588.00	622.75	1,350.00	727.25	46.1
50-61000-345 MILEAGE	.00	.00	700.00	700.00	.0
50-61000-399 BANK SERVICE FEE	.00	.00	100.00	100.00	.0
50-61000-500 CONTINGENCY	.00	.00	36,486.00	36,486.00	.0
50-61000-501 SALES TAX EXPENSE	.00	169.11	500.00	330.89	33.8
50-61000-510 INSURANCE AND BONDING	.00	.00	1,400.00	1,400.00	.0
50-61000-513 WORKERS COMP INSURANCE	.00	247.94	1,350.00	1,102.06	18.4
50-61000-535 LEASE/CONDO FEES	.00	.00	23,139.00	23,139.00	.0
50-61000-811 REFERENCE-SERIALS	.00	777.98	8,985.00	8,207.02	8.7
50-61000-812 ADULT BOOKS	2,494.54	14,148.78	21,000.00	6,851.22	67.4
50-61000-813 JUVENILE BOOKS	1,226.07	11,613.78	16,500.00	4,886.22	70.4
50-61000-815 NONPRINT MEDIA	1,007.99	4,085.50	8,200.00	4,114.50	49.8
50-61000-830 ADULT PROGRAMS	274.14	524.11	2,000.00	1,475.89	26.2
50-61000-835 LOST BOOKS	282.48	800.52	5,000.00	4,199.48	16.0
TOTAL GENERAL LIBRARY	73,099.13	558,979.23	1,097,905.00	538,925.77	50.9

DEPARTMENT 61060

50-61060-900 TRANSFER OUT	.00	100,000.00	100,000.00	.00	100.0
TOTAL DEPARTMENT 61060	.00	100,000.00	100,000.00	.00	100.0

VILLAGE OF BAYSIDE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING AUGUST 31, 2021

LIBRARY FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>%</u>
TOTAL FUND EXPENDITURES	73,099.13	658,979.23	1,211,476.00	552,496.77	54.4
NET REVENUE OVER EXPENDITURES	70,061.59-	107,871.34	216,019.00-	-323,890.34	49.9

VILLAGE OF BAYSIDE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING AUGUST 31, 2021

LIBRARY CAPITAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>OTHER FINANCING SOURCES</u>					
60-49250 TRANSFER FROM OPERATING FUND	.00	100,000.00	100,000.00	.00	100.0
TOTAL OTHER FINANCING SOURCES	.00	100,000.00	100,000.00	.00	100.0
TOTAL FUND REVENUE	.00	100,000.00	100,000.00	.00	100.0
NET REVENUE OVER EXPENDITURES	.00	100,000.00	100,000.00	.00	100.0

# Village of Bayside Community Impact Report August 2021

## PUBLIC MEETINGS/EVENTS



## POLICE VISIBILITY



## DISPATCH TIME



## GRANT \$ AWARDED



## GARBAGE TONS YTD



## DIVERSION RATE



## WEB SITE VISITS



## BOND RATING



## MYBLUE CONTACTS



## DISPATCH CALLS



## FUND BALANCE



## RECYCLING TONS YTD



## ACCESS BAYSIDE REQUESTS



## SOCIAL MEDIA REACH



## ACCREDITATION



## GFOA EXCELLENCE



## GFOA CAFR



## ICMA CPM EXCELLENCE



## TREE CITY USA



## BIRD CITY USA



## BUZZ OPEN RATE



\*Metrics compared to 2020 YTD

VAS

CONTRACT CHANGE ORDER

Change Order: No. 1

Date: September 3, 2021

Name of Project: 2021 Street Improvement Program

OWNER: Village of Bayside

CONTRACTOR: Payne & Dolan, Inc.

ENGINEER: Kapur & Associates, Inc.

The following changes are hereby made to the Contract Documents: (attach supplemental documentation):

**Additional road work:**

- 1. Asphalt pavement overlay (approx. 2") in the vicinity of 9401 N. Lake Drive ..... \$ 3,765.00
- 2. Asphalt patching in the vicinity of 1434 E. Brown Deer Road ..... \$ 2,380.00
- 3. DPW entrance/asphalt approach relay approx. 25' from E. Fairy Chasm Road..... \$ 5,625.00
- 4. Asphalt driveway approach relay for 420 W. Fairy Chasm Road approx. 15' from road \$ 1,350.00

Total: \$13,120.00

Change to CONTRACT PRICE:	<u>\$ 13,120.00</u>
Original CONTRACT PRICE:	<u>\$195,495.00</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER:	<u>\$195,495.00</u>
The CONTRACT PRICE due to this CHANGE ORDER will be increased by:	<u>\$ 13,120.00</u>
The new CONTRACT PRICE including this CHANGE ORDER will be	<u>\$208,615.00</u>

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by 3 calendar days.

The CONTRACTOR and OWNER hereby agree that the compensation to the CONTRACTOR affected hereby constitutes full settlement of the claims of the CONTRACTOR under this contract arising out of or incident to the changes effected hereby.

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended by the ENGINEER: Yuriy Amelyan, Project Manager  
(Name & Title)  
Y Amelyan (Signature) Date 9-03-2021

Accepted by the CONTRACTOR: Justin Zollitsch, Payne & Dolan, Inc (Project Manager) Jeffrey M Batchelor (Agent)  
(Name & Title)  
Jeffrey M Batchelor (Signature) Date 9/7/21

Approved by the OWNER: Andy Pederson, Village Manager  
(Name & Title)  
\_\_\_\_\_  
(Signature) Date \_\_\_\_\_

## CONTRACT CHANGE ORDER

**PAYNE & DOLAN INC**  
**N3 W23650 Badinger Rd.**  
**Waukesha, WI 53187**  
**(262) 524-1255 Fax: (262) 513-1633**



Note: This Change Order becomes part of and is in conformance with the original contract

DATE: August 10, 2021  
 PROJECT NAME: VO Bayside 2021 Streets  
 PROJECT LOCATION: Bayside  
 P & D PROJECT MANAGER: Justin Zollitsch  
 P & D JOB NUMBER: 156015  
 CHANGE ORDER: 4  
 OWNER/CONTRACTOR REFERENCE #:  
 OWNER/CONTRACTOR: V/O Bayside

We (owner/contractor) hereby authorize Payne & Dolan, Inc. to make the following changes as stated below:

	Est. Quantity	Unit Price		Unit Price
420 W FAIRY CHASM DRIVEWAY	1	LS	\$1,350.00	\$1,350.00

\*remove stone and pave 3" approx. 15' from road ~25sy\*

**TOTAL: \$1,350.00**

Accepted: The above prices and specifications of this Change Order are satisfactory and hereby accepted. All work, which is subject of this Change Order is to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

\_\_\_\_\_  
Signature of Authorized Agent

**PAYNE & DOLAN, INC.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date of Acceptance

## CONTRACT CHANGE ORDER

**PAYNE & DOLAN INC**  
**N3 W23650 Badinger Rd.**  
**Waukesha, WI 53187**  
**(262) 524-1255 Fax: (262) 513-1633**



Note: This Change Order becomes part of and is in conformance with the original contract

DATE: August 10, 2021  
 PROJECT NAME: VO Bayside 2021 Streets  
 PROJECT LOCATION: Bayside  
 P & D PROJECT MANAGER: Justin Zollitsch  
 P & D JOB NUMBER: 156015  
 CHANGE ORDER: 3  
 OWNER/CONTRACTOR REFERENCE #:  
 OWNER/CONTRACTOR: V/O Bayside

We (owner/contractor) hereby authorize Payne & Dolan, Inc. to make the following changes as stated below:

	Est. Quantity	Unit Price	
DPW APPROACH	1	LS	\$5,625.00

**\*remove and replace approach approx. 25' from the road ~98sy\***

**TOTAL: \$5,625.00**

Accepted: The above prices and specifications of this Change Order are satisfactory and hereby accepted. All work, which is subject of this Change Order is to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

\_\_\_\_\_  
Signature of Authorized Agent

**PAYNE & DOLAN, INC.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date of Acceptance



## CONTRACT CHANGE ORDER

**PAYNE & DOLAN INC**  
**N3 W23650 Badinger Rd.**  
**Waukesha, WI 53187**  
**(262) 524-1255 Fax: (262) 513-1633**



Note: This Change Order becomes part of and is in conformance with the original contract

DATE: August 10, 2021  
 PROJECT NAME: VO Bayside 2021 Streets  
 PROJECT LOCATION: Bayside  
 P & D PROJECT MANAGER: Justin Zollitsch  
 P & D JOB NUMBER: 156015  
 CHANGE ORDER: 2  
 OWNER/CONTRACTOR REFERENCE #:  
 OWNER/CONTRACTOR: V/O Bayside

We (owner/contractor) hereby authorize Payne & Dolan, Inc. to make the following changes as stated below:

	Est. Quantity	Unit Price	
1434 E BROWN DEER RD PATCH	1	LS	\$2,380.00
*mill butt joints and 2" overlay*			\$2,380.00
<b>TOTAL:</b>			<b>\$2,380.00</b>

Accepted: The above prices and specifications of this Change Order are satisfactory and hereby accepted. All work, which is subject of this Change Order is to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

\_\_\_\_\_  
 Signature of Authorized Agent  
  
**PAYNE & DOLAN, INC.**  
 \_\_\_\_\_  
 Company Name  
  
 \_\_\_\_\_  
 Date of Acceptance

\_\_\_\_\_  
 Signature of Authorized Agent  
  
 \_\_\_\_\_  
 Company Name  
  
 \_\_\_\_\_  
 Date of Acceptance

## CONTRACT CHANGE ORDER

**PAYNE & DOLAN INC**  
**N3 W23650 Badinger Rd.**  
**Waukesha, WI 53187**  
**(262) 524-1255 Fax: (262) 513-1633**



Note: This Change Order becomes part of and is in conformance with the original contract

DATE: August 10, 2021  
 PROJECT NAME: VO Bayside 2021 Streets  
 PROJECT LOCATION: Bayside  
 P & D PROJECT MANAGER: Justin Zollitsch  
 P & D JOB NUMBER: 156015  
 CHANGE ORDER: 1  
 OWNER/CONTRACTOR REFERENCE #:  
 OWNER/CONTRACTOR: V/O Bayside

**We (owner/contractor) hereby authorize Payne & Dolan, Inc. to make the following changes as stated below:**

	Est. Quantity	Unit Price		Total
9401 N Lake Drive 2" Overlay	1	LS	\$3,765.00	\$3,765.00
<b>*2" mill and overlay ~115sy*</b>				
<b>TOTAL:</b>				<b>\$3,765.00</b>

Accepted: The above prices and specifications of this Change Order are satisfactory and hereby accepted. All work, which is subject of this Change Order is to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

\_\_\_\_\_  
 Signature of Authorized Agent  
  
**PAYNE & DOLAN, INC.**  
 \_\_\_\_\_  
 Company Name  
  
 \_\_\_\_\_  
 Date of Acceptance

\_\_\_\_\_  
 Signature of Authorized Agent  
  
 \_\_\_\_\_  
 Company Name  
  
 \_\_\_\_\_  
 Date of Acceptance

VAG

### STATEMENT OF NON-REIMBURSEMENT BY UTILITY

Wisconsin Department of Transportation  
DT2245 11/2016

Referencing the project identified below, **Village of Bayside**, (COMPANY) a public utility company, a quasi utility, cooperative or municipal utility will not be requesting compensation for the relocation of their facilities.

Project Description Title: I-43 NORTH SOUTH FREEWAY Limits: W COUNTY LINE RD INTERCHANGE Highway: IH 43 County: OZAUKEE	Project ID(s) Design: 1229-04-02 Construction: 1229-04-74 Right of Way: 1229-04-22 UA No.: 681 Utility: 1229-04-22
Facility Type: Sewer	

COMPANY reserves the right to request compensation from the Wisconsin Department of Transportation, (DEPARTMENT) for compensable utility relocations on this project if: relocation costs increase, accommodating changes to the project plan, or accommodating changes to the relocation plans of other utility companies. If the COMPANY subsequently requests compensation and the DEPARTMENT agrees to payment on this project, the DEPARTMENT and COMPANY are required to execute an agreement. It is expressly understood and agreed that any work by COMPANY prior to execution of an agreement between COMPANY and the DEPARTMENT shall be at COMPANY sole expense.

#### COMPANY

Village of Bayside

(Company Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

CONVENTIONAL SYMBOLS		
SECTION LINE	PARCEL NUMBER	UTILITY NUMBER
QUARTER LINE	SECTION CORNER	NON-MONUMENTED POINT
SECTION REFERENCE LINE	NOTATION FOR COMBUSTIBLE FLUIDS	FOUNDATION PIN
NEW REFERENCE LINE	NOTATION FOR HIGH VOLTAGE TRANSMISSION LINES	VALVE (GAS, WATER, ETC.)
EXISTING RAW LINE	PROPOSED HIGH VOLTAGE TRANSMISSION LINES	SIGN
PROPOSED LINE	TEMP. UNLITEN CASSETTE AREA	ONE GREENE SIGN
SOI, THE, AND OTHER RAW LINES	EASIMENT AREA (HIGHWAY, REPAIRMENT LIMITED, OR RESTRICTED DEVELOPMENT)	
SLOPE INTERCEPT	RESTRICTED DEVELOPMENT	
COORDINATE POINTS	TRANSFUSION STRUCTURES	
UNDERGROUND FACILITY (GAS, WATER, ELECTRIC, ETC.)	EASIMENTS	
FILE ACQUISITION AREA (SAMPLING AND TEST CODES)	EXISTING TO BE REMOVED	
TEMP. UNLITEN CASSETTE AREA	BOUNDING (TO BE REMOVED)	
EASIMENT AREA (HIGHWAY, REPAIRMENT LIMITED, OR RESTRICTED DEVELOPMENT)		
TRANSFUSION STRUCTURES		
EASIMENTS		
EXISTING TO BE REMOVED		
BOUNDING (TO BE REMOVED)		
PARALLEL OFFSETS		
CONVENTIONAL UTILITY SYMBOLS	CURVE DATA ABBREVIATIONS	
WATER	LONG CHORD	LCR
CH	LONG CHORD BEARING	LCB
TELEPHONE	RADIUS	R
OVERHEAD TRANSMISSION LINES	DEGREE OF CURVE	D
SEWER	CENTRAL ANGLE	A CENTRAL
CLEARANCE SIGN	LENGTH OF CURSE	L
FIRE HYDRANT	TANGENT	T
SANITARY SEWER	DISCRETE ANGLE	DA
SYMBOLS	DISCRETE BACK	DB
ELECTRICITY		
POWER POLE		
TELEPHONE POLE		
HIGH VOLTAGE LINE		
CONVENTIONAL ABBREVIATIONS		
ACCESS RIGHTS	AC	QUART
ACCESS	AC	PAGE
AHEAD	AH	POINT OF TANGENCY
ALTERNATE	AL	PROPORTION
AND OTHERS	ET AL	RECORDED AS
BLK	BLK	REEL IMAGE
BLOCK	BLK	REFERENCE LINE
CENTERLINE	CA	RESERVATION LIMITED EASEMENT
CERTIFIED SURVEY MAP	CSM	POINT OF BEGINNING
CONCRETE	CONC	POINT OF CURVATURE
COUNTY	CO	POINT OF COMMENCING CURVE
COUNTY TRUNK HIGHWAY	CTH	POINT OF INTERSECTION
DISTANCE	DIST	REMAINING
CDOT	CDOT	RESTRICTIVE DEVELOPMENT EASEMENT
ENCUMBRANCE NUMBER	ENC	FRONT
EASEMENT	EASE	RIGHT OF WAY
EXISTING	EX	SECTION
GRASSY	GR	SECTION
GRASSY	GR	SQUARE FEET
HIGHWAY EASEMENT	HE	STATE TRUNK HIGHWAY
INDICATED BY SIGN	ID	SECTION
LAND CONTRACT	LC	TELEPHONE FEESTAL
LEFT	LT	TEMPORARY UNLITEN EASEMENT
MONUMENT	MON	TRANSFORMATION PROJECT PLAT
NATIONAL GEODETIC SURVEY NUMBER	NCS	UNITED STATES HIGHWAY
	NO	VIOLATE

**NOTES:**

POSITIONS SHOWN ON THIS PLAT ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, BROWN COUNTY (L. MAD 81) (NO. 7) ADJUSTMENT (H US SURVEY 1815). COORDINATES SHOWN ARE GRID COORDINATES AND ARE TO BE USED AS GRID OR GRIDING VALUES ON THIS PLAT.

RIGHT OF WAY MONUMENTS ARE TYPE 2 MONUMENTS (TYPICALLY 3/4" X 2 1/4" REBAR) AND WILL BE PLACED PRIOR TO COMPLETION OF THE PROJECT.

RIGHT OF WAY MONUMENTS ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS OF PUBLIC RECORD".

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND ARE EXISTING OCCUPANCIAL LINES. THIS PLAT IS NOT A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT OF WAY LINES, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

FOR CURRENT ACCESS/EXISTING INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN WAUKESHA.

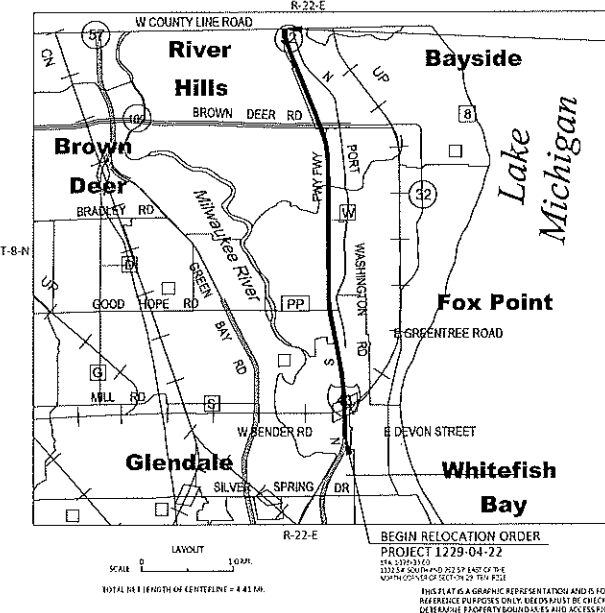
INFORMATION FOR BANKS OF EXISTING HIGHWAY RIGHT OF WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON DETAIL SHEETS.

ON-ROADWAY FOR THE RIGHT OF WAY IS IDENTIFIED ALONG AND REFERENCED TO A NEW REFERENCE LINE.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT TREES OR VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLE) ON THIS PLAT APPLIES AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS ISSUED.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT TREES OR VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (PLE) ON THIS PLAT APPLIES AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS ISSUED.

AN EASEMENT FOR HIGHWAY PURPOSES (HE) AS LONG AS SO USED, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT TREES OR VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE.



RAW PROJECT NUMBER 1229-04-22	SHEET NUMBER 4.01	TOTAL SHEETS --
PLAT OF RIGHT OF WAY REQUIRED FOR IH-43 NORTH - SOUTH FREEWAY		
W. BENDER RD. - W. COUNTY LINE RD		
WI-43	MILWAUKEE COUNTY	
CONSTRUCTION PROJECT NUMBER 1229-04-71		

**END RELOCATION ORDER**  
PROJECT 1229-04-22

BY: JEFFREY D. ...  
DATE: 08/23/2021

**Kapur**  
all in

7711 N. Paul Washington Road  
Milwaukee, Wisconsin 53217  
414.761.2229  
k@kapur.com

ORIGINAL PLANS PREPARED BY

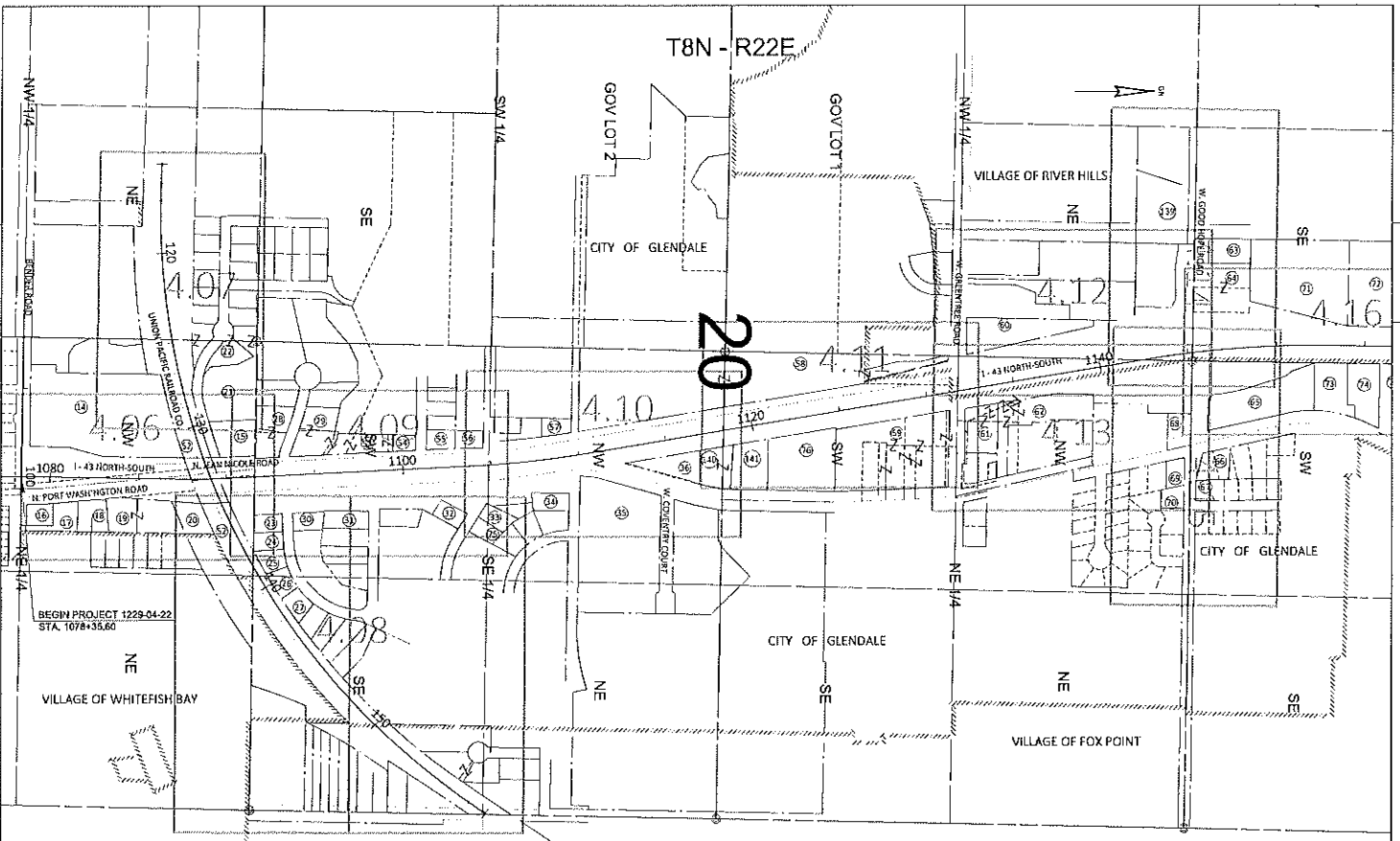
**STATE OF WISCONSIN**  
DEPARTMENT OF TRANSPORTATION

APPROVED FOR THE DEPARTMENT  
DATE: 08/23/2021

REVISION DATE  
01/21/2021  
03/06/2021  
03/06/2021  
03/03/2021

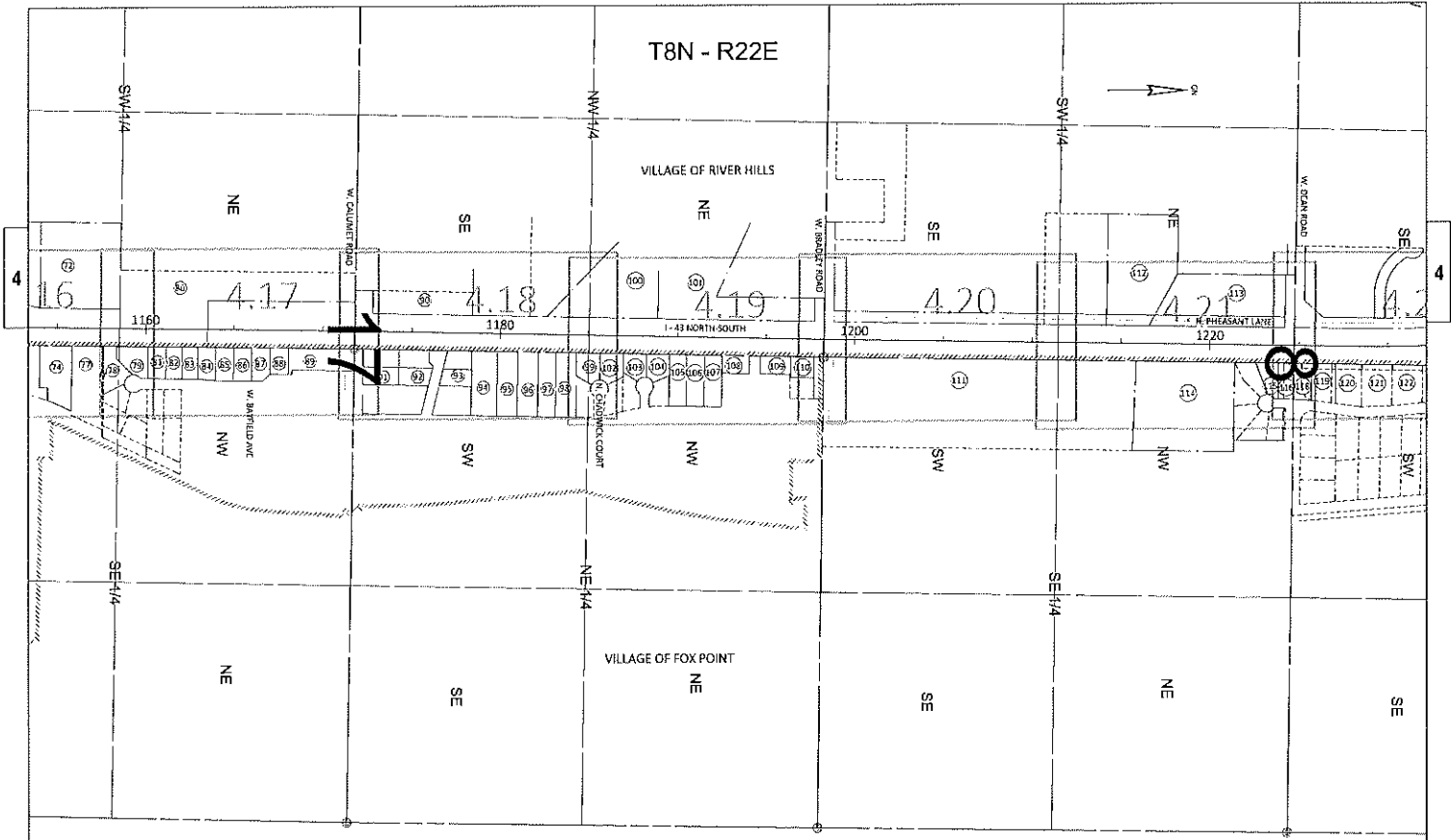
FILE NAME: S:\DOT\DOT\_2021\113\_143\_NORTH\_SOUTH\_FREEWAY\_EVALUATION\_SURVEY\_PLAT\1229-04-22\_MILWAUKEE\_VIR\_PLAT\_1229-04-22\_TITLE.DWG PLOT DATE: 1/23/2021 7:20 AM PLOT BY: BRIAN DOCKE, PS PLOT NAME: LAYOUT NAME: TITLE 4.01





REVISION DATE 09/24/2021 09/24/2021 09/24/2021 09/24/2021	DATE: AUGUST 17, 2020 GRADE FACTOR: 1/1A	SCALE: FEET 0 250 500	HWY: IH-43 COUNTY: MILWAUKEE	STATE R/W PROJECT NUMBER: 1229-04-22 CONSTRUCTION PROJECT NUMBER: 1229-04-71	PLAT SHEET: 4.03 PS&E SHEET: E
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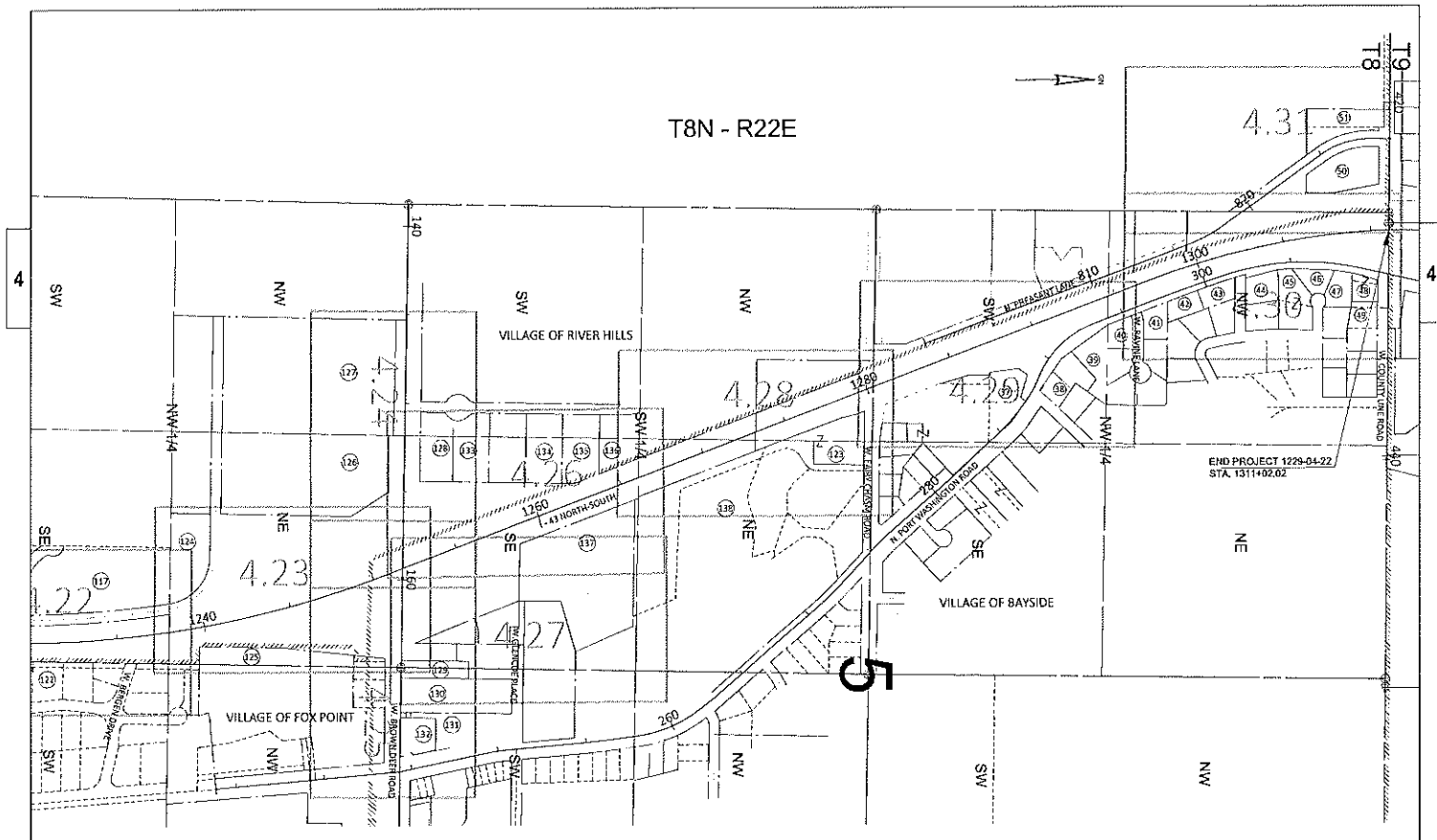
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REGION DATE: 01/15/2021 01/15/2021 01/15/2021	DATE: AUGUST 17, 2020 GRID FACTOR: N/A	SCALE: HET 	HWY: IH-43 COUNTY: MILWAUKEE	STATE R/W PROJECT NUMBER: 1229-04-22 CONSTRUCTION PROJECT NUMBER: 1229-04-71	PLAT SHEET: 4.04 PS&E SHEET: E
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FILE NAME: P:\1229-04-22\1229-04-71.dwg      PLOT DATE: 8/30/2021 3:50 PM      PLOT SIZE: 8.5x11.69 IN      PLOT NAME:      PLOT SCALE: 1"=500 FT      148 1229-04-22 4.04

T8N - R22E



REVISION DATE 02/02/2021 03/05/2021 03/09/2021	DATE: AUGUST 17, 2020 GRID FACTOR: N/A	SCALE: FEET 0 250 500	HWY: IH-43 COUNTY: MILWAUKEE	STATE R/W PROJECT NUMBER: 1229-04-22 CONSTRUCTION PROJECT NUMBER: 1229-04-71	PLAT SHEET: 4.05 PS&E SHEET: E
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CONG. MON.  
 BY VILLAGE OF  
 RIVER HILLS  
 DATE: 08/17/20  
 BY: J. J. [unreadable]  
 PROJECT NO.: 1229-04-22

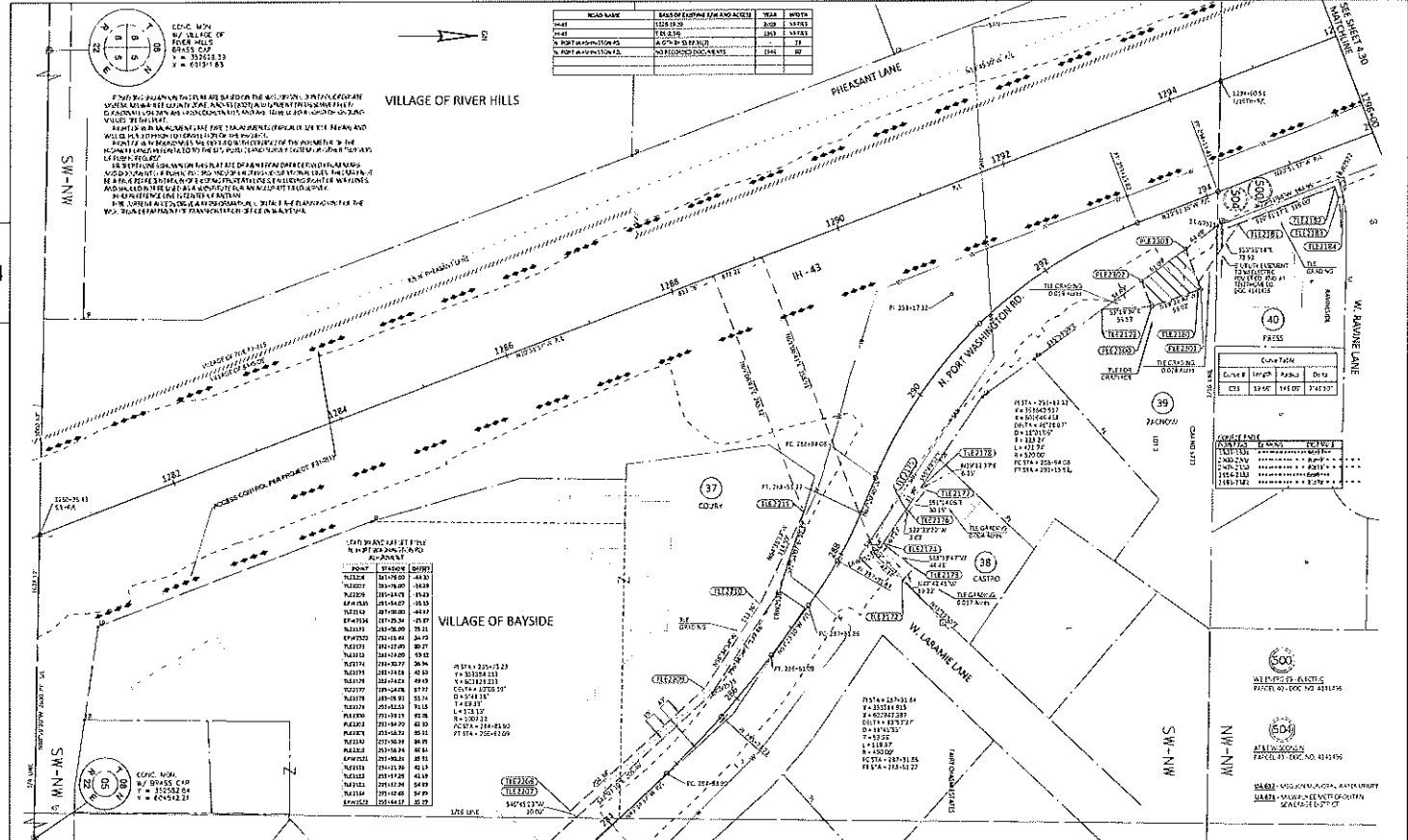
VILLAGE OF RIVER HILLS

ROAD NAME	DATE OF EXPIRY (YEAR/MONTH)	YEAR	WIDTH
STATE ST.	12/31/20	2020	33 FT
W. WASHINGTON ST.	12/31/20	2020	33 FT
W. WASHINGTON ST.	12/31/20	2020	33 FT
W. WASHINGTON ST.	12/31/20	2020	33 FT

THE PLAN IS A PRELIMINARY PLAN FOR THE PROPOSED CONSTRUCTION OF THE PROJECT. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE. THE PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

VILLAGE OF BAYSIDE

POINT	ELEVATION	COORDINATES
10001	40.00	1794.00 N 1794.00 E
10002	40.00	1794.00 N 1794.00 E
10003	40.00	1794.00 N 1794.00 E
10004	40.00	1794.00 N 1794.00 E
10005	40.00	1794.00 N 1794.00 E
10006	40.00	1794.00 N 1794.00 E
10007	40.00	1794.00 N 1794.00 E
10008	40.00	1794.00 N 1794.00 E
10009	40.00	1794.00 N 1794.00 E
10010	40.00	1794.00 N 1794.00 E
10011	40.00	1794.00 N 1794.00 E
10012	40.00	1794.00 N 1794.00 E
10013	40.00	1794.00 N 1794.00 E
10014	40.00	1794.00 N 1794.00 E
10015	40.00	1794.00 N 1794.00 E
10016	40.00	1794.00 N 1794.00 E
10017	40.00	1794.00 N 1794.00 E
10018	40.00	1794.00 N 1794.00 E
10019	40.00	1794.00 N 1794.00 E
10020	40.00	1794.00 N 1794.00 E
10021	40.00	1794.00 N 1794.00 E
10022	40.00	1794.00 N 1794.00 E
10023	40.00	1794.00 N 1794.00 E
10024	40.00	1794.00 N 1794.00 E
10025	40.00	1794.00 N 1794.00 E
10026	40.00	1794.00 N 1794.00 E
10027	40.00	1794.00 N 1794.00 E
10028	40.00	1794.00 N 1794.00 E
10029	40.00	1794.00 N 1794.00 E
10030	40.00	1794.00 N 1794.00 E
10031	40.00	1794.00 N 1794.00 E
10032	40.00	1794.00 N 1794.00 E
10033	40.00	1794.00 N 1794.00 E
10034	40.00	1794.00 N 1794.00 E
10035	40.00	1794.00 N 1794.00 E
10036	40.00	1794.00 N 1794.00 E
10037	40.00	1794.00 N 1794.00 E
10038	40.00	1794.00 N 1794.00 E
10039	40.00	1794.00 N 1794.00 E
10040	40.00	1794.00 N 1794.00 E
10041	40.00	1794.00 N 1794.00 E
10042	40.00	1794.00 N 1794.00 E
10043	40.00	1794.00 N 1794.00 E
10044	40.00	1794.00 N 1794.00 E
10045	40.00	1794.00 N 1794.00 E
10046	40.00	1794.00 N 1794.00 E
10047	40.00	1794.00 N 1794.00 E
10048	40.00	1794.00 N 1794.00 E
10049	40.00	1794.00 N 1794.00 E
10050	40.00	1794.00 N 1794.00 E



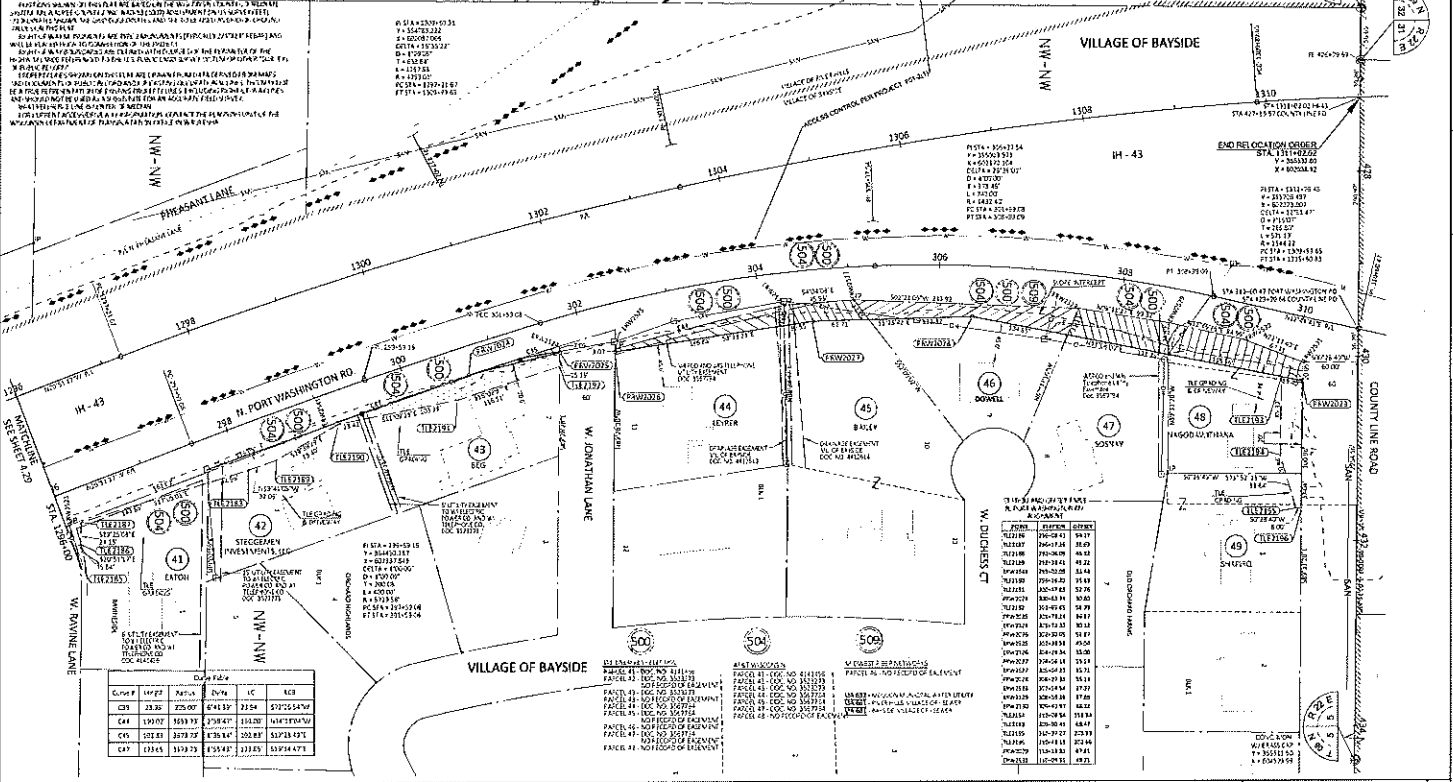
REVISION DATE: 08/17/2020 DRAWN BY: J. J. [unreadable] CHECKED BY: J. J. [unreadable]	DATE: AUGUST 17, 2020 SCALE: 1" = 20'	HWY: IH - 43 COUNTY: MILWAUKEE	STATE R/W PROJECT NUMBER: 1229-04-22 CONSTRUCTION PROJECT NUMBER: 1229-04-71	PLAT SHEET: 4.29 PS&E SHEET: E
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NO. OF LOTS	NO. OF LOTS	NO. OF LOTS	NO. OF LOTS
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
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20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
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25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
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35	35	35	35
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90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

NE  
E  
S  
W

VILLAGE OF RIVER HILLS

VILLAGE OF BAYSIDE



Comp #	Lot #	Area	IC	ECB
C01	23.36	275.07	6741.33	2754
C04	192.07	353.73	7384.47	111.20
C05	521.81	3279.72	13364.7	202.87
C07	175.54	3119.73	11234.9	117.84

Parcel #	Area	IC	ECB
Parcel 41	23.36	275.07	6741.33
Parcel 42	192.07	353.73	7384.47
Parcel 43	521.81	3279.72	13364.7
Parcel 44	175.54	3119.73	11234.9

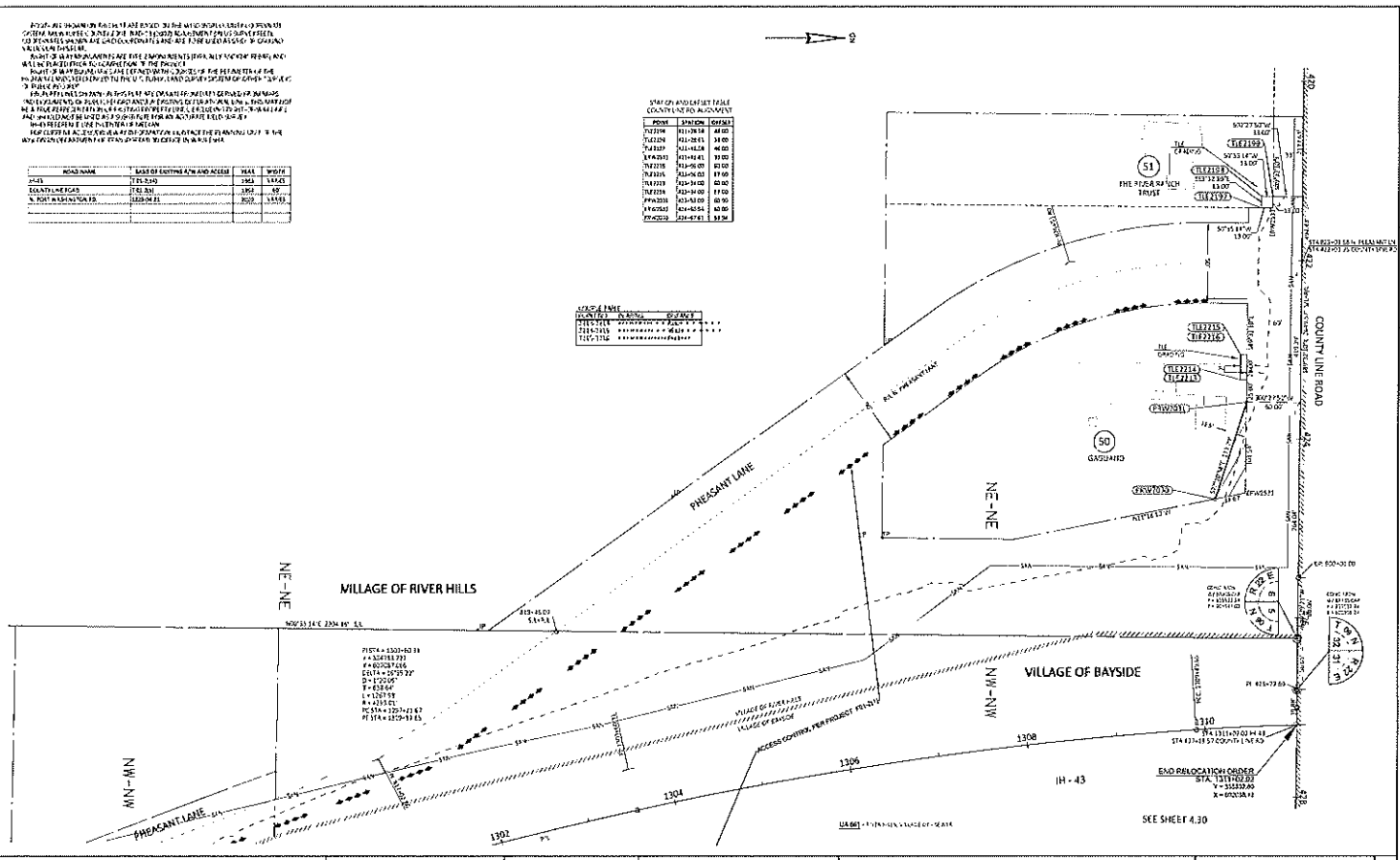
REVISED DATE: 09/03/2021	DATE: AUGUST 17, 2020	SCALE: FEET	HWY: IH - 43	STATE R/W PROJECT NUMBER: 1229-04-22	PLAT SHEET: 4.30
GRID FACTOR:		0 50 100	COUNTY: MILWAUKEE	CONSTRUCTION PROJECT NUMBER: 1229-04-71	PS&E SHEET: E

THIS PLAN IS A PART OF THE PROJECT AND IS NOT TO BE USED SEPARATELY FROM THE OTHER PARTS OF THE PROJECT. THE PROJECT IS SUBJECT TO THE APPROVAL OF THE LOCAL AND STATE AGENCIES. THE PROJECT IS SUBJECT TO THE APPROVAL OF THE LOCAL AND STATE AGENCIES. THE PROJECT IS SUBJECT TO THE APPROVAL OF THE LOCAL AND STATE AGENCIES.

ROAD NAME	DATE OF CONSTRUCTION AND ACCESS	TYPE	WIDTH
PREASANT LAKE	1963	LANE	12.00
PREASANT LAKE	1963	LANE	12.00
PREASANT LAKE	1963	LANE	12.00

FROM	TO	STATION	REMARKS
7+00	7+10	40.00	
7+10	7+20	40.00	
7+20	7+30	40.00	
7+30	7+40	40.00	
7+40	7+50	40.00	
7+50	7+60	40.00	
7+60	7+70	40.00	
7+70	7+80	40.00	
7+80	7+90	40.00	
7+90	8+00	40.00	
8+00	8+10	40.00	
8+10	8+20	40.00	
8+20	8+30	40.00	
8+30	8+40	40.00	
8+40	8+50	40.00	
8+50	8+60	40.00	
8+60	8+70	40.00	
8+70	8+80	40.00	
8+80	8+90	40.00	
8+90	9+00	40.00	

LINE	REMARKS	REMARKS
1	100% GRADE	
2	100% GRADE	
3	100% GRADE	
4	100% GRADE	
5	100% GRADE	
6	100% GRADE	
7	100% GRADE	
8	100% GRADE	
9	100% GRADE	
10	100% GRADE	



FILE NO: 1229-04-71 DATE: AUGUST 17, 2020 SCALE: FEET COUNTY: MILWAUKEE HWY: IH - 43 STATE R/W PROJECT NUMBER: 1229-04-22 CONSTRUCTION PROJECT NUMBER: 1229-04-71 PLAT SHEET: 4.31 P&S SHEET: E	DATE: AUGUST 17, 2020 SCALE: FEET COUNTY: MILWAUKEE HWY: IH - 43 STATE R/W PROJECT NUMBER: 1229-04-22 CONSTRUCTION PROJECT NUMBER: 1229-04-71 PLAT SHEET: 4.31 P&S SHEET: E	DATE: AUGUST 17, 2020 SCALE: FEET COUNTY: MILWAUKEE HWY: IH - 43 STATE R/W PROJECT NUMBER: 1229-04-22 CONSTRUCTION PROJECT NUMBER: 1229-04-71 PLAT SHEET: 4.31 P&S SHEET: E	DATE: AUGUST 17, 2020 SCALE: FEET COUNTY: MILWAUKEE HWY: IH - 43 STATE R/W PROJECT NUMBER: 1229-04-22 CONSTRUCTION PROJECT NUMBER: 1229-04-71 PLAT SHEET: 4.31 P&S SHEET: E
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FILE NAME: P:\1229-04-71\1229-04-71.dwg  
 PLOT DATE: 8/27/2020 4:31 PM  
 PLOT BY: P&S-VARTNA  
 PLOT SCALE: 1" = 200'



## Mediation Resolutions

P.O. Box 1902  
Brookfield, WI 53008-1902  
(262) 825-3037  
mediationresolutions@outlook.com

V A 7

August 10, 2021

Re. Memorandum of Understanding

Chief Douglas R. Larsson  
Bayside Police Department  
9075 N. Regent Road  
Bayside, WI 53217

Dear Chief Larsson:

This letter outlines the relationship between Mediation Resolutions LLC and the Village of Bayside regarding the Bayside Mediation Center. Both parties agree that mediation services will be offered in the year 2021, beginning on September 1, 2021, under the following terms. **The following areas of dispute will be considered appropriate for mediation referral by the Police Department and/or any Village Officials:**

Neighbor/Neighbor disputes including but not limited to:

- Noise complaints
- Barking dogs
- Boundary issues
- Landlord/Tenant disputes
- Family disputes (excluding placement, visitation or custody)
- Juvenile disputes

**The following is a fee schedule for the various levels of service which will be provided.** This schedule for communities remains at the same rates and levels of community service as in 2012.

- \$50.00-Case management for initial referral
- \$75.00-If first party agrees to mediate and the case manager contacts the second party.
- \$100.00-Case management for multi-party disputes (3 or more groups of people)
- \$125.00-Mediation not scheduled, but telephone conciliation or resolution as a result of the case manager's intervention
- \$125.00-Mediation scheduled, but cancelled and not rescheduled -mediator was obtained, paperwork sent to parties, etc.
- \$125.00-Mediation scheduled, but one of the parties fails to show up
- \$250.00-Basic two-party mediation hearing held
- \$300.00-Multi-party mediation hearing held (disputes of 3 or more groups of people)

**Mediation Resolutions LLC will provide:**

- Experienced management and knowledge
- A well trained and experienced group of mediators
- Presentations and/or in-service trainings to police department personnel and to city/village official administrative staff
- Staff and/or voicemail to receive calls
- Zoom and/or face-to-face mediation sessions at the village
- Any follow-up client evaluations of the services provided
- A Disposition Notice to the referring police officer or village official and the village official overseeing this program
- Quarterly statistics regarding the outcome of referrals

**The city/village will:**

- Identify, refer through a developed mechanism and encourage cases for mediation
- Assist in generating police and village official knowledge of the service
- Provide or assist in arranging free space to conduct the mediations locally
- Provide security backup when the case has been identified by the police as volatile
- Provide printing for brochures if Mediation Resolutions LLC provides material appropriate
- Provide direct feedback about the program success

This is an informal agreement and at any time, by letter to the other party, either party may withdraw from this Memorandum of Understanding.

Thank you for the opportunity to allow Mediation Resolutions LLC to serve you in 2021.

Sincerely,

*Cathy Warmington*

Cathy Warmington  
Mediation Resolutions LLC

2022 Clean Sweep Grant Allocations

APPLICANT	Prescription Drugs Final	Drug Box Buy
Adams County	\$700.00	
Village of Bayside	\$4,050.00	
Franklin Health Department	\$2,400.00	
Jefferson County	\$3,350.00	
Kewaunee County	\$3,200.00	
La Crosse County	\$4,200.00	
Langlade County Land Conservation Dept	\$3,300.00	
Manitowoc County	\$6,700.00	1
Northwest Regional Planning Commission*	\$4,150.00	
Oconto County Health and Human Services	\$4,150.00	
Oneida County Solid Waste	\$3,200.00	
Village of Oregon Police Department	\$1,550.00	
Pierce County Solid Waste Department	\$6,600.00	
City of Racine Public Health Department	\$6,700.00	3
Rock County Public Health Department	\$4,150.00	
St. Francis Police Department	\$800.00	
Washington Ozaukee Public Health Department	\$6,250.00	
Waunakee Police Department	\$1,550.00	
Waupaca County	\$3,950.00	
Wauwatosa Health Department	\$4,050.00	
<b>Total</b>	<b>\$75,000.00</b>	<b>4 boxes</b>

# PROPOSAL

**Shoreline Contracting Services, Inc. (D.B.A. AMERICAN DEMOLITION)**  
9168 N 124<sup>th</sup> Street  
Milwaukee, WI 53224  
414-355-1400 Fax: 414-355-1405

Location of Project Site: 8855 North Lake Drive – Village of Bayside  
Owner’s Agent for Project Site: Leah Hofer – Village of Bayside  
Prime Contractor: American Demolition  
Address: 9168 N. 124<sup>th</sup> Street  
Milwaukee, WI 53224  
Prime Contractor’s Agent: Emily J. Huf  
Date of Proposal: September 10<sup>th</sup>, 2021

AMERICAN DEMOLITION hereby proposes to perform all the work required for the following:  
Demolition and complete foundation removal of a single family home and all improvements (driveway, slabs, foundation, steps, etc.) located at the above referenced address. Disposal will be by both recycling and landfill. Contractor will provide our standard insurance coverage, demolition and plumbing permits, and all labor & machinery necessary for site clearance. All Salvage rights are retained by the contractor upon contract signing. Dead trees will be removed, and excavation will be filled with soil, and disturbed area left seeded and mulched for erosion control.

**Owner Agrees:**

- \* To call WE Energies at 1-866-423-0364 and arrange for gas & electric disconnection for the demolition, & provide Contractor with a letter of completion of disconnection. May take 8 weeks.
- \* Any/All costs for required asbestos inspection, state DNR notification, +/- abatement is the Owner’s responsibility. Abatement is to be done by others if required.
- \* **Price includes disconnect of sewer and water at the lot line only. If disconnection in the main or videotaping of the disconnection is required, that cost is not included and will be charged as an extra.**
- \* Does not include removal or pumping of oil tanks, septic tanks, or well abandonment (if any).
- \* Prices quoted are for empty buildings & slab removal based on 4” thickness unless otherwise noted.
- \* Contractor not responsible for damages due to normal use of demolition equipment.

This proposal includes the terms and conditions on the reverse side hereof and any documents specifically referred to above. All work to be performed in accordance with the drawings and specifications (if any) specifically referred to above and to be completed in a substantial and workmanlike manner for the sum of: **\$20,580.00**

(Twenty Thousand Five Hundred Eighty Dollars and 00/100 ) with payments to be made as follows: **Down payment waived at signing, with BALANCE DUE ON COMPLETION of project.** Down payments are not refundable. Payments more than 30 days past due shall be subject to one and one-half percent per month finance and collection charge.

AMERICAN DEMOLITION  
*Emily J. Huf*  
Office Manager

**ACCEPTANCE:**

The above proposal, including the terms on the reverse side hereof, are accepted. You are authorized to do the work as specified.

Date: \_\_\_\_\_ Signature \_\_\_\_\_ Printed \_\_\_\_\_

## General Conditions

**Time for acceptance:** This proposal shall expire if not accepted within 5 days of this proposal, unless a later time is acceptable to Shoreline Contracting Services, Inc. (d.b.a. AMERICAN DEMOLITION) as evidenced by our acceptance of your down payment.

**Performance:** Where no specific date is fixed, we shall be allowed reasonable time to perform the work. The contract price shall be subject to reasonable adjustment if Shoreline is not permitted to commence or continue work for periods of 60 days or longer in the aggregate as a result of delays caused in whole or in part by others. We shall not be responsible for default, damage, loss or delay in performance due to labor trouble, fires, accidents, floods, collapse or other causes beyond our control or due to shortages of materials or transportation facilities.

**Insurance:** We carry public damage and workmen's compensation insurance and consequently will not honor any charges against us for such and similar coverage. Any expense incurred by us for insurance or bond to cover our liability under any "hold harmless" or "indemnity" clause or clause of a similar nature in any contract, specifications, letter of acceptance or notice submitted by you or your contractors which in any way requires us to insure any liability which is not imposed on us by law, shall be paid by you. We will provide you with a certificate of insurance if requested. Umbrella Liability will be not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.

**Over-Time:** Unless specifically contracted otherwise, the work is to be performed during regular working hours and upon regular work days.

**Changes in Plans or Specification:** No credit or allowance shall be granted for alterations or modifications in work or materials required by you, unless such credit allowance has been agreed to by us in writing before such alterations or modifications are made. All change shall be in writing.

**Work Not Conforming By Law:** Each of us (in this paragraph, referred to as an "Indemnifying Party") agrees to indemnify and save the other of us (in this paragraph, referred to as an "Indemnified Party") from any damage or loss sustained, directly or indirectly, by reason of the Indemnifying Party's inaccurate or unlawful plans or specifications or by reason of the Indemnifying Party's failure to comply with this agreement and/or any laws, rules or regulations in connection with the performance of this agreement.

**Clean Air Requirements:** It is the responsibility of the Owner to advise Shoreline of any conditions known to exist which would subject Shoreline to the EPA rules and regulations dealing with asbestos, beryllium, mercury and any other hazardous substances. It is agreed that failure to so notify Shoreline in writing of such known conditions shall subject the Owner to indemnify and save Shoreline from the requirements and penalties of the Act which may eventuate in connection with this project. Shoreline shall promptly notify the Owner if we discover such conditions.

**Acceptance of Work:** Work performed hereunder shall be deemed accepted by you for purposes of payment unless we are notified in writing to the contrary within ten days following completion of the job, however, such acceptance shall not limit your rights whether in connection with latent defects in our services or otherwise.

**Other Conditions:** This proposal is based on items visible on site or explicitly specified herein. Any unusual items discovered such as those listed below, but not limited to same, shall be the responsibility of the owner. Such work to be done by Shoreline, if you agree in writing, on a time and material basis or as otherwise agreed. 1) Abandoning hollow walks under sidewalks. 2) Abandoning hollow walks projecting under streets. 3) Sewer and water seals except those located in a single trench. 4) Concrete floors, footings and walls thicker or reinforced more than normal or more than specified. 5) Cutting, shoring or bracing if required, unless specified. 6) Handwork because of common walls, or to protect adjacent property unless specified. 7) Municipal or private utility replacements or relocations, temporary or permanent. 8) Ecological requirements not specifically included in contract. For example; unless explicitly addressed, work does not include removal of paint cans, fuel barrels, contaminated soil, asbestos, etc.

**Miscellaneous:** If acceptance of this offer is made on other than this form, such acceptance shall be subject to the conditions herein. There are no representations, promises, warranties, agreements or understandings not expressed herein. Headings are used for convenience only and are not part of this contract.

## Notice of Lien Rights

As required by Wisconsin construction lien law, Shoreline hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to Shoreline are those who contract directly with the owner or those who give the owner notice within 60 days after they furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to his mortgage lender, if any. Shoreline agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.



Bond No. \_\_\_\_\_

**BID BOND**

The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Shoreline Contracting Services, Inc.  
dba American Demolition, 9168 N. 124th Street, Milwaukee, WI 53224

as Principal hereinafter called the Principal, and Old Republic Surety Company  
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,  
are held and firmly bound unto The Village of Bayside

as Obligee, hereinafter called the Obligee, in the sum of 5% of the amount bid

Dollars (\$ \_\_\_\_\_ ), for the payment of which sum well and truly to be made, the said Principal and the  
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for Demolition of house located at 8855 North  
Lake Drive, Bayside, WI

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for  
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the  
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference  
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the  
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of September, 2021

*Mirce Matuszajt*  
Witness

Shoreline Contracting Services, Inc.  
Principal (Seal)

By: *[Signature]*  
Name/Title

Old Republic Surety Company  
Surety



*Daniel J. Polaski*  
Witness

By: *Daniel J. Polaski*  
Attorney-in-Fact



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

PAUL J. POLASKI, VICTORIA K SCHWARTZ, DEANN R. LEMKE, DANIEL T. POLASKI, CRAIG A. LEMKE JR, OF ELM GROVE, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 8TH day of MAY, 2020.

OLD REPUBLIC SURETY COMPANY

*Karen J. Haffner*

Assistant Secretary



*Alan Pavlic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 8TH day of MAY, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My commission expires: 9/28/2022

### CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-5009

Signed and sealed at the City of Brookfield, WI this \_\_\_\_\_ day of \_\_\_\_\_.



*Karen J. Haffner*

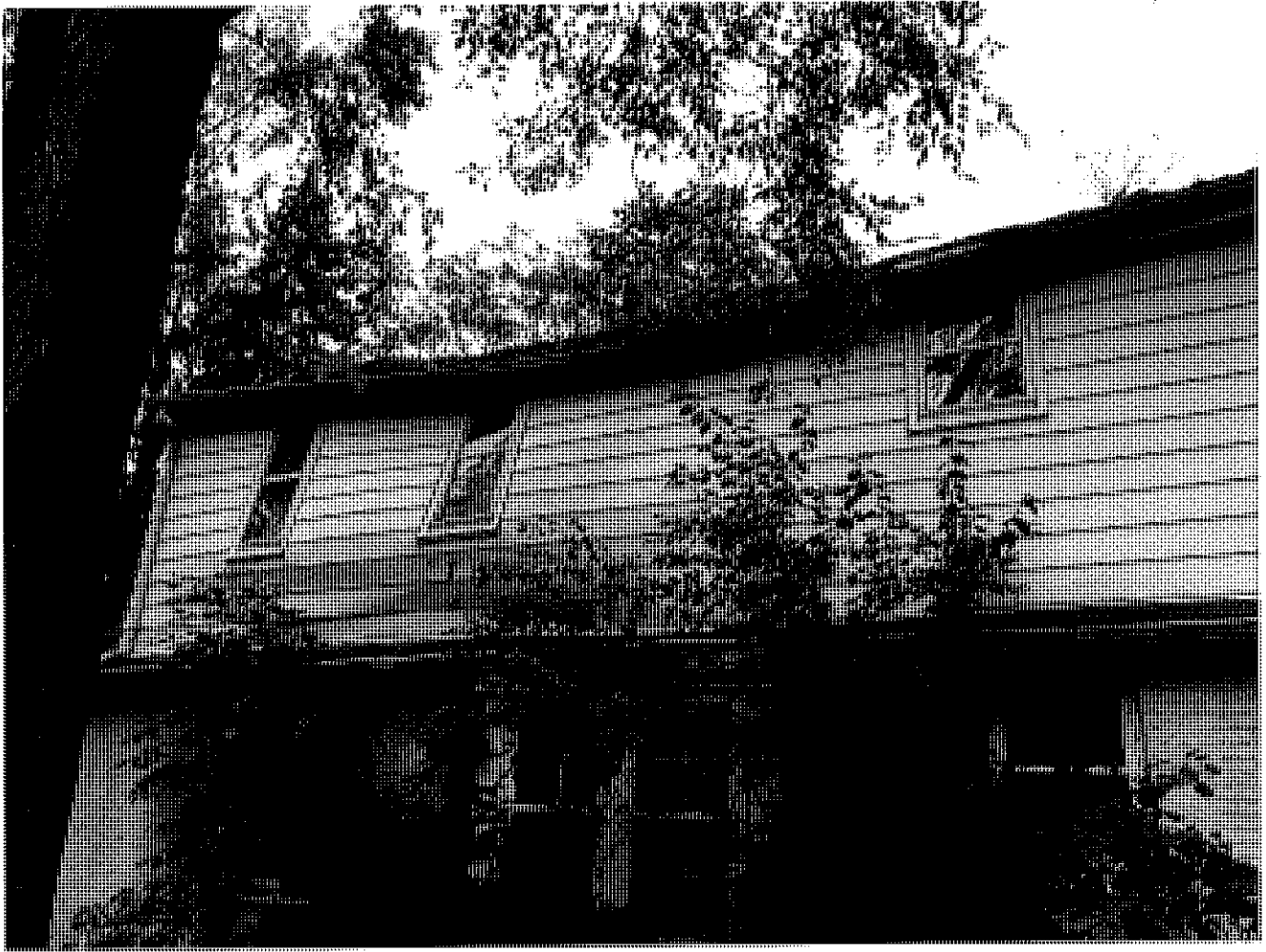
Assistant Secretary

REPUBLIC ASSOCIATES OF WI, INC























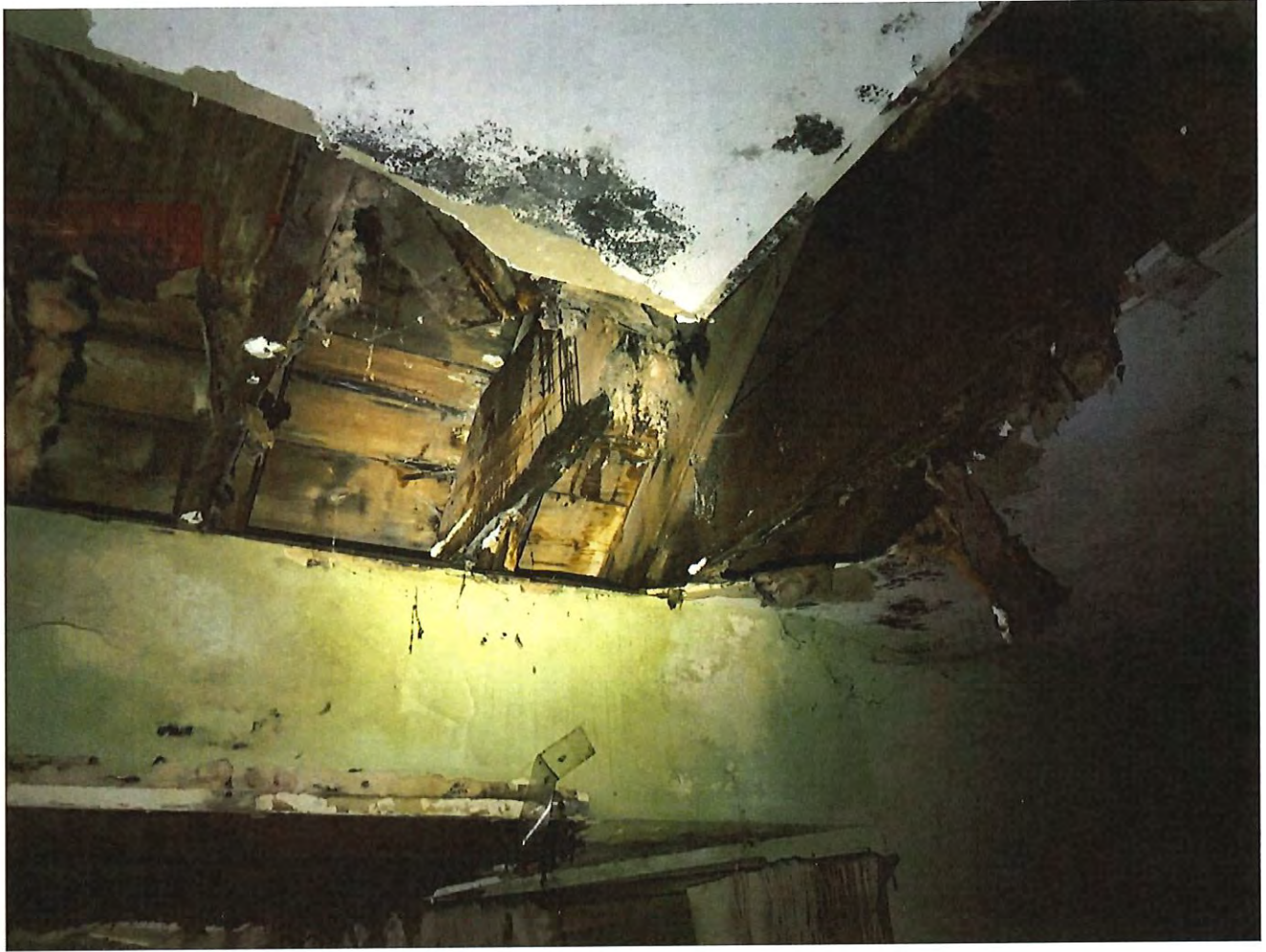










































**VILLAGE OF BAYSIDE  
MILWAUKEE COUNTY, WISCONSIN**

**RAZE OR REPAIR ORDER**

TO: Jeffrey Alan Westover  
8855 N. Lake Drive  
Bayside, WI 53217

RE: 8855 N. Lake Drive  
Tax Key No. 021-9966-000

PLEASE TAKE NOTICE that the Village of Bayside Building Inspector has determined that the structure located at 8855 N. Lake Drive, Village of Bayside, Wisconsin, also known by Tax Key No. 021-9966-000 is out of repair and consequently dangerous, unsafe and otherwise unfit for use or occupation until necessary repairs have been made. The owner of this property has 30 days from service of this Order in which to repair or raze the structure. In order to satisfy this Raze or Repair Order, repairs to be made shall include the following:

- Repair to bring structure into compliance with Village Code including, but not limited to, holes in roof and leaning exterior walls.

This Order is made pursuant to the provisions of Section 104-49 of the Bayside Municipal Code and Section 66.0413 Wis. Stats. The failure to comply with the terms of this Order shall result in the Village of Bayside seeking remedies available under the statutory section cited including the razing of the offending structure by Court Order.

Dated this \_\_\_\_\_ day of July, 2021.

---

Tod Doeblen  
Village of Bayside Building Inspector



## 855 N Lake Dr. Investigation Report

On September 13, 2021, at 14:00 Hours I inspected the above property.

I took a series of 31 pictures showing the condition of the structure and the house. Those pictures will be uploaded for the file.

Major structural damage caused by roof leaking is on the rear west exterior of the house. Going upstairs found there was significant damage to the rafter tails and the 2 x 4 structural wall rear wall. The roof would need to be completely redone all new sheathing and either a metal or asphalt roofing system. Approximately 20% of the roof rafters would either need to be replaced or have some type of structural member to augment their deteriorated state.

Interior the west wall will need to be removed and rebuilt with all new structural 2 x 4 and sheathing. In walking on the second floor floor they were definite spots that the floor was spongy unknown if it was from the carpet being so wet and buckling or the actual underlayment was compromised. There are also portions of the first-floor floor that were soggy.

In observing throughout the house, I would determine that all the drywall and all the insulation would need to be replaced in order to prevent any further mold or deterioration damage.

The house does have working electrical, the homeowner stated that the well pump does work. He did state that the natural gas furnace was operational.

In summary looking at the total condition of the house and with the unknown of structural stability of 2 x 4 walls underneath the drywall, and with all of the other water damage throughout the house it is this inspector's conclusion that the cost of repairs would exceed 50% of the value of the house and is a structural hazard and would conclude that this house needs to be razed.

Tod Doebler

SAFEbuilt Inspector

STATE OF WISCONSIN  
MILWAUKEE AND OZAUKEE COUNTIES  
VILLAGE OF BAYSIDE

RESOLUTION NO: 21-\_\_\_\_\_

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 \$15,000 of the 2013 Bonds and redeem \$5,000 of certain maturities or mandatory redemption payments (the "Prepaid 2013 Bonds") on November 1, 2021 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 \$15,000 of the 2015 Bonds and redeem \$5,000 of certain maturities (the "Prepaid 2015 Bonds") on November 1, 2021 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 November 1, 2021, 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.

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 29th day of September, 2021.

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Village Clerk

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 date and in the amounts; bear interest at the rate; and have CUSIP No. as set forth below have been called for prior payment on November 1, 2021 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>	\$15,000 <sup>1</sup>	2.55%	073152AK6**

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 November 1, 2021.

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 through mandatory redemption in each of the years 2022 - 2023 and maturing in the year 2024 will be reduced by \$5,000.

\* To be provided to Bond Trust Services Corporation at least thirty-five (35) days prior to November 1, 2021. 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 November 1, 2021. 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 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 November 1, 2021 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	\$5,000	2.60%	073152BC3**
5/1/2025	5,000	2.75	073152BD1**
5/1/2026	5,000	2.90	073152BE9**

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 November 1, 2021.

Said Bonds will cease to bear interest on November 1, 2021.

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 November 1, 2021. 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.

# NORTH SHORE FIRE/RESCUE

## Office of the Fire Chief

Robert Whitaker

To: NSFD Member City Council/Village Boards  
Date: September 15, 2021  
Subject: Resolution 21-03

Section 66.0602(3)(h) provides that levy limits otherwise applicable to municipalities under Chapter 66 of Wisconsin Statutes do not apply to the amount that a city or village may levy in that year to pay for charges assessed by a joint fire department to the extent that the amount levied to pay for such charges would cause the city or village to exceed the limits imposed under Section 66.0602, Wis. Stats.

The exemption applies if the total charges assessed by the Department for the budget year do not exceed the previous year's charges by a percentage that is less than or equal to the percentage change in the US Consumer Price Index for all urban consumers, US City Average, as determined by the US Department of Labor for the 12 months ending on September 30<sup>th</sup> of the year of the levy plus 2%. Additionally, the Statute requires that for the exemption to be applicable, the governing bodies of all the cities and villages served by the Department must adopt a resolution in favor of exceeding such levy limit.

The applicable CPI change is 3.38% (estimated), so under State Statute, the allowable increase is 5.38%. The Department's actual increase in charges is 2.5%.

It is my understanding that several member municipalities are interested in using the levy limit exemption for 2022. The North Shore Fire Department Board of Directors voted to recommend approval of this resolution to the seven member communities at its meeting on September 14, 2021. Enclosed is a resolution for consideration by each member municipality. It is important each community consider this resolution prior to November 15, 2021.

If approved, please forward a signed copy of your municipality's resolution.

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

**RESOLUTION NO: 21-**

**A Resolution In the Matter of Authorizing an Exception to the Levy Limits  
for Charges to the North Shore Fire Department Pursuant to 2005 Wisconsin  
Act 484**

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**WHEREAS**, the Village of Bayside is a participating member of the North Shore Fire Department under the North Shore Fire Services Agreement, and

**WHEREAS**, the Wisconsin Legislature has enacted 2005 Wisconsin Act 484 on May 30, 2006, published on June 13, 2006; and

**WHEREAS**, Act 484 creates Section 66.0602(3)(h), Wis. Stats., which statute provides that levy limits otherwise applicable do not apply to the amount that a city or village may levy in that year to pay for charges assessed by a joint fire department to the extent that the amount levied to pay for such charges would cause the city or village to exceed the limits imposed under Section 66.0602, Wis. Stats.; and

**WHEREAS**, the exception to the levy limit applies only if the total charges assessed by the joint fire department for the current year increase, relative to the total charges assessed for the previous year, by a percentage that is less than or equal to the percentage change in the US Consumer Price Index for all urban customers, US city average, as determined by the US Department of Labor for the 12 months ending on September 30<sup>th</sup> of the year of the levy, plus 2%; and

**WHEREAS**, the exception to levy limits under Act 484 further only applies if the governing body of each city and village served by the North Shore Fire Department adopts a resolution in favor of exceeding such levy limit as may be applicable;

**NOW THEREFORE, BE IT RESOLVED** that the Village of Bayside hereby authorizes a levy for charges assessed by the joint fire department which exceeds the limit as described and imposed by Section 66.0602, Wis. Stats., but only to the extent as authorized by Section 66.0602(3)(h)2a, Wis. Stats., and

**PASSED AND ADOPTED** by the Village Board of Trustees of the Village of Bayside this twenty-ninth day of September, 2021.

VILLAGE OF BAYSIDE

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Eido Walny  
Village President

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Lynn Galyardt  
Administrative Services Director/Clerk/Treasurer



# NORTH SHORE FIRE/RESCUE

## Office of the Fire Chief

Robert Whitaker

To: Village Boards/Common Council  
 Date: September 15, 2021  
 Subject: 2022 Fee Schedule

Enclosed is the proposed 2022 Fee for Service Schedule and Resolution 21-04 for your consideration.

The Fee Schedule is annually updated by the Board of Directors and requires that at least five of the seven member municipalities pass a local resolution regarding the fee schedule at the Council/Board level. There are three different types of fees charged by the Department, fees for emergency services, fees for fire prevention permits/inspections and administrative fees. The North Shore Fire Department Board recommended approval of this fee schedule to the member municipalities at its September 14, 2021 Meeting.

### **Fees for Emergency Services**

This area primarily consists of fees for emergency medical services provided by the Department. Emergency fees will remain the same as they were in 2021. The Department utilizes an average of the Medical Care Commodities and Medical Care Service CPI as its basis for adjusting Emergency Service Fees. The average of these two numbers were just below 0%.

### **Fire Prevention Permits/Inspections**

The fee schedule in this area has no changes from 2021.

### **Administrative Fees**

The fee schedule in this area has no changes from 2021.

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

**RESOLUTION NO: 21-**

**A Resolution Approving the 2022 North Shore Fire Department Fees For  
Service Schedule**

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**WHEREAS**, the Board of Directors of the North Shore Fire Department has recommended that the 2022 North Shore Fire Department Fees for Services, attached to and made a part of this Resolution (hereinafter the "Service Fees"), be approved by each of the municipalities a party to the 1994 Amended and Restated North Shore Fire Department Agreement (hereinafter "the Agreement"); and

**WHEREAS**, the Agreement requires that all fees for service must be submitted to the governing bodies of the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood and Whitefish Bay and the City of Glendale for approval by not less than five (5) of these seven (7) municipalities; and

**WHEREAS**, upon approval by not less than five (5) of these seven (7) municipalities the appropriate North Shore Fire Department officials are authorized to charge and collect the Service Fees; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Bayside that the Village of Bayside hereby approves the Service Fees in the form presented as attached and directs the Village Clerk to provide a certified copy of this Resolution to the North Shore Fire Department.

**PASSED AND ADOPTED** by the Village Board of Trustees of the Village of Bayside this twenty-ninth day of September, 2021.

VILLAGE OF BAYSIDE

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Eido Walny  
Village President

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Lynn Galyardt  
Administrative Services Director/Clerk/Treasurer



# Bayside Communications Center

## August 2021

### Highlights / Accomplishments

- BCC rolled out text-to-911 to the North Shore Communities. As part of Next Gen 911, this provides 911 to those that are unable to call. "Call if you can, text if you can't".
- Supervisor Reed is part of the North Shore Active Threat committee, which will be meeting next week to discuss upcoming training for the North Shore.
- BCC staff are preparing for the Bayside Fall Fest in late September. BCC will have an informational booth and staff will be volunteering to assist in 911 education for this event.
- Staff are completing training on police beats and dispatching protocol for each community. Next month police training will focus on radio patching.

#### • PHONE CALLS



#### 911 CALLS



#### CALL REVIEWS



#### • POLICE CALLS



#### • FIRE CALLS



#### • ALS CALLS



#### • REQUEST FOR POLICE



#### TRAFFIC STOPS



#### • 911 HANG UPS



#### • ANSWER TIME



#### DISPATCH TIME



#### ACCREDITATION





# Police Department August 2021

## Highlights / Accomplishments

- Bayside Police are participating in the State's "Drive Sober or Get Pulled Over" campaign that operates until September 6. Nationally, one person is killed about every 52 minutes in a drunk-driving crash.
- The Chief and sector officers met with the Village Manager to discuss intuitive, instinctive code violation problem solving. The meeting generated thoughtful suggestions on ways to integrate individual observations into a corporate, collective mindset that relies on unconventional solutions.
- Lieutenant Fuller is completing his 3-week leadership program, and Officers Metanova and Santarelli are the new Field Training Officers for newly hired officers.
- The myBlue Mediation Program is now available. Bayside police officers have been trained in how and when to access the new Bayside Mediation Center. Police officers will be able to refer residents who have complaints about each other to the mediation service when normal efforts by police do not work.
- The second annual myBlue Night Out was successful. The event was well attended and offered free food and games as well as hours-long opportunities for the community to meet the police officers. Attendance was down from the 2019 event, likely due to Covid concerns.
- The family and friends of Sam Schnoll of Bayside enjoyed pizza and tour of the PD, DPW, BCC and the NSFD as a result of Sam collecting all 15 myBlue trading cards in 2020. The pizza party could not be offered until the pandemic restrictions relaxed. Officers Klawitter and Janssen were the chaperone / hosts.

### REPORTS WRITTEN



### CALLS FOR SERVICE



### ASSIST AGENCIES



### TRAFFIC STOPS



### CITATIONS



### WARNINGS



### MILES PATROLLED



### CRIME PREVENTION



### ARRESTS



### CODES ENFORCED



### ORDINANCES



### ACCREDITATION



\*Metric compared to 2020 YTD

**JOINT LIBRARY  
SERVICES AGREEMENT**

VILLAGES OF BAYSIDE, FOX POINT, RIVER HILLS, AND CITY OF  
GLENDALE

September 22, 2021

DRAFT

THE AMENDED AND RESTATED  
FOX POINT-BAYSIDE-GLENDALE-RIVER HILLS  
JOINT LIBRARY AGREEMENT

This Agreement is an Intergovernmental Cooperation Agreement pursuant to Sections 66.0301 and 43.53, Wis. Stats., made and entered into as of the 1<sup>st</sup> day of January 2022 (hereinafter referred to as either "this Agreement" or "the 2022 Agreement" by and between the Village of Bayside (hereinafter referred to as "Bayside"), City of Glendale (hereinafter referred to as "Glendale"), Village of Fox Point (hereinafter referred to as "Fox Point"), and Village of River Hills (hereinafter referred to as "River Hills"). Each of the four communities shall be referred to hereinafter as a "Member Agency". Collectively, the four communities shall be referred hereinafter to as the "Member Agencies".

**Whereas**, Bayside, Fox Point, Glendale, and River Hills have operated and funded the North Shore Library pursuant to the Joint Library Agreement that the Member Agencies entered into as of January 1, 1985 ("1985 Agreement") to serve the needs of the public, and

**Whereas**, Bayside, Fox Point, Glendale, and River Hills have mutually benefited, both financially and through the provision of services, and

**Whereas**, Bayside, Fox Point, Glendale, and River Hills have found it advisable to continue the operation and funding of the North Shore Library with the changes and amendments as set forth in this 2022 Agreement,

**NOW, THEREFORE**, for and in consideration of the following mutual covenants and terms contained herein, the Member Agencies agree as follows:

**1. LIBRARY BOARD** The 1985 Agreement created and established a Joint Library Board ("Board") for the purpose of operating a public library to be known as the "North Shore Library" ("Library"). The Member Agencies will agree to the location of the facility. The Board shall be given the facility from the Member Agencies for use by residents and others. The Board shall administer all future contractual relationships between the Member Agencies and the Milwaukee County Federated Library System for continuing library privileges for the public.

**1.1 BOARD MEMBERS** The existing members of the Board as of December 31, 2021 shall continue as Board members until such time as the Member Agencies reappoint or replace them with new members. As of January 1, 2022, the Board shall have nine (9) members, each of whom shall be a resident of the Member Agencies. Four members shall be appointed by the Mayor of Glendale and confirmed by the Glendale Common Council; Two members shall be appointed by the Village President of Fox Point and confirmed by the Fox Point Village Board; Two members shall be appointed by the Village President of Bayside and confirmed by the Bayside Village Board; One member shall be appointed by the Village President of River Hills and confirmed by the River Hills Village Board. Each Member Agency shall appoint one member of its governing body to serve as one of its appointed members of the Board for three year terms to expire April 30 of any year.

**1.2 TERMS OF OFFICE** The nine-member board shall be divided into three classes as provided in Wisconsin Statutes Section 43.54(1)(b). Each appointment shall be for a three-year term, provided that if, after such appointment, the appointee changes their residence to a location outside the Member Agency which appointed them, the term shall immediately expire, and a successor shall be appointed. Otherwise, members shall serve until successors are appointed.

Vacancies on the Board shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made.

**1.3 OFFICERS** The existing officers as of January 1, 2022 shall continue in office until such time as the Board in its discretion holds a meeting at which time the members of the Board may elect a President, Vice President, Secretary/Treasurer, and such other officers as they deem necessary. The Board shall conduct an organizational meeting for the election of officers at its annual May meeting.

**1.4 MEETINGS** Meetings of the Board shall be held not less frequently than once per month, and otherwise upon the written request of a least three Board members. Meeting locations shall rotate between the Library and the Member Agency City/Village Hall(s).

A majority of the members of the Board shall constitute a quorum for the transaction of any business at a meeting of the Board, and the Board shall determine Rules of Order to adopt for conducting business. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Board.

**1.5 COMPENSATION** No compensation shall be paid to members of the Board for their services.

**1.6 POWERS** Except as limited by this 2022 Agreement or amendments hereto, the Board shall have all the powers and duties authorized for library boards by Chapter 43, Wisconsin Statutes. Among others, the Board shall have the following powers and duties:

**1.6.1** The Board shall provide library services to Member Agencies and others.

**1.6.2** The Board shall purchase, install, and maintain programming, technology, equipment, collection and circulation materials and services as necessary to provide services associated directly with the joint library operation within approved budget allocations.

**1.6.3** The Board will manage, operate, and administer the personnel and operations of the Library.

**1.6.4** The Board shall repair, maintain, and renew the physical assets of the Library including, but not limited to, its premises, equipment, and collection.

**1.6.5** The Board shall prepare and adopt an annual budget for the Library's annual operating expenses as well as a capital budget.

**1.6.6** The Board may establish and make public rules and regulations governing the use of facilities operated by the Board pursuant to § 43.52, Wisconsin Statutes.

**1.6.7** The Board may, in its discretion, discontinue library privileges to any person who violates the rules and regulations adopted and published by the Board.

**1.6.8** The Board created by this Agreement shall not be considered a separate legal entity, unless specifically required by State Statute .

**2. OPERATING EXPENSE BUDGET** Member Agencies shall pay their share of the operating expense budget related to the joint library operation as specified by formula allocation contained in Section 6 (the "Member Agency Cost Allocation"). For purposes of this Agreement, operating expenses shall include the usual and ordinary cost of operation of the Library and the repair and renewal of the Library's physical assets including without limitation expenses of and ordinary additions to the collection and the purchase, installation, and maintenance of technology and programming necessary to provide library services to the Member Agencies. Annual operating expense budget increases shall not exceed the average of the Member Agencies' previous year's levy limits percentage increases, plus one percent (1%), for operating expenses of the Library.

Should a Member Agency's levy limit exceed the other Member Agencies levy limits by more than one percent (1%), that Member Agency's levy limit increase shall be removed from the calculation. The Board, moreover, is not required to seek or obtain Member Agencies' approval if the Board presents and adopts an operating expense budget within the 1% limit. Member Agencies, by written unanimous consent, may increase the budgeted allocation beyond the allowable annual increase set forth in this Section 2.

**2.1** The Board shall provide the fiscal agent with its annual operating and capital expense budget and Member Agency Cost Allocation, by September 15 each year.

**2.2** No expenditures shall be made or contracted for by the Board or any Library employee with respect to any current or proposed item of operating expense until such time that it has been approved by the Board.

**2.3** All annual unspent operating monies shall be placed in an operating fund balance account with the fiscal agent.

**2.4** Should a significant community specific event occur or be requested by a Member Agency served by the Library, and the Library incurs additional costs related to the event, the Member Agency involved shall be responsible for any additional costs incurred.

**3. CAPITAL EXPENSE BUDGET** The Library shall prepare and adopt an annual budget for the Library's capital expenses and a five-year capital improvement plan, by September 15, each year. For purposes of this Agreement, capital expenses are expenses, other than operating expenses, that are intended to provide a long term benefit, such as the purchase of real property or fixtures attached to real property, and physical equipment with an expected useful life of more than five (5) years.

**3.1** No expenditures shall be made or contracted for by the Board or any Library employee with respect to any current or proposed item of capital expense until such time that it has been approved by the Board.

**3.2** Upon unanimous approval of the annual capital improvements budget by the governing bodies of the Member Agencies, the Library may make or contract for approved capital project expenditures of up to approved budget amount for each specific capital funding request.

**3.3** A designated Capital Reserve Fund shall be established and funded annually at the same percentage as the respective Member Agency's current Member Agency Cost Allocation. This Capital Reserve Fund shall be used for current, anticipated, unforeseen, or future major capital purchases. The Library will include an annual report of capital fund related activities by June 30, annually. The Capital Reserve Fund balance will be capped at \$100,000, as of September 1 each year. If the Capital Reserve Fund balance exceeds \$100,000 on September 1 of any year, the Library Director shall provide the fiscal agent with the appropriate allocation to reduce the community contribution proportionally in the subsequent year(s) by the then current Member Agency Cost Allocation.

**3.4** All annual unspent capital monies shall be placed in the Capital Reserve Fund with the fiscal agent.

**4. EMPLOYEES** The Board shall appoint a Library Director. The Library Director shall appoint other employees within the prescribed duties, compensation, and approved Library budget. The Library Director and other employees appointed by the Director shall be employees of the fiscal agent.



**4.1** The power to control the activities of those employees and to establish their compensation shall be delegated to and exercised by the Board. Said employees shall be entitled to such fringe benefits as are provided administrative employees of the fiscal agent, including, where applicable, group, life, health, and dental insurance and FICA and participation in the Wisconsin Retirement System.

**4.2** The Board shall develop, approve, and maintain personnel policies for Library employees and as necessary, shall budget accordingly. All personnel costs of Library employees shall be included in the annual budget referred to within this Agreement and shared by the Member Agencies as specified within this Agreement.

**5. FISCAL AGENT** The fiscal agent shall be established by a separate Memorandum of Understanding ("MOU"), which shall include terms and compensation deemed necessary by the Board as necessitated by Library operations, between the Library and a Member Agency, currently Bayside. The fiscal agent is designated to pay all expenditures approved by the Board and to receive all Library revenues. Said fiscal agent may co-mingle Library funds with other funds of their Member Agency but shall keep separate records of all Library receipts and expenditures.

**5.1** The fiscal agent shall provide payroll and accounts payable services in an electronic method as well as other services in a manner that enhances the efficiency of the administration of the Library.

**5.2** The fiscal agent shall procure and maintain for the Library, at Library expense, during the term of this Agreement, insurance to cover this operation. Such insurance shall include, but not be limited to property, workers' compensation, general and auto liability, energy systems, errors and omissions, and employee dishonesty insurance coverage. Such liability policies shall name each of the Member Agencies as an additional insured.

**5.3** The fiscal agent shall keep complete and provide accurate records of all receipts expenditures of the Board as well as an annual audit, which shall be available for public inspection.

**6. MEMBER AGENCIES CONTRIBUTION** The Member Agencies shall bear and pay the net operating expenses and capital expenditures of the Library as established according to the following formula:

a. Each Member Agency shall pay a fixed allocation of five (5) percent of the annual Library budgets.

b. The remaining ninety-five percent (95%) contribution of each Member Agency shall be proportional to the population of each Member Agency as determined by the most recent decennial United States Census.

**6.1** The Board shall provide the fiscal agent with its annual operating and capital budget and Member Agency Cost Allocation, by September 15 each year. The Library Director shall provide the Member Agencies their community allocation within three business days of approval by the Board. Member Agencies shall have ten (10) business days after receipt of the annual operating and capital budget to object to the implementation of the formula allocation of the budget. The Board shall resolve any such objections by a majority vote of the Board. After the objection period concludes, the Member Agency Cost Allocations shall be considered final and accepted by each Member Agency.

**7. PAYMENTS** Operating budget payments shall be made in advance for each calendar quarter fifteen (15) days prior to the last day of the first, fourth, seventh, and tenth month of the year. Capital contributions shall be due and payable by Member Agencies by January 31, unless modified annually through written mutual agreement by the Board and the Member Agency.

**7.1** If a Member Agency fails to pay in full any payment to be made by it as provided by this Agreement on the due date, the Member Agency shall be indebted to the Library for the payment due, plus interest at an annual percentage rate of eighteen percent (18%), from the due date until full payment. In the event a Member Agency commences legal action regarding payments due under this Agreement, the prevailing party in such action shall be entitled to its costs, disbursements, and reasonable attorney's fees.

**7.2** On September 15 of each year, the Library Director shall compute the amount of revenue received by the Library from non-resident usage fees during the preceding year. If non-resident usage fees are greater than \$1,000 in the preceding fiscal year, the fiscal agent shall credit the amount of such revenues against the amounts due from the Member Agencies in accordance with the Member Agency Cost Allocation in effect during the preceding year for the upcoming year.

**8. DONATIONS FUND** The Board shall maintain a separate "Donations Fund" in which gifts, bequests, devises or endowments made to the Library shall be deposited. The amounts in the Donations Fund shall not be included in the budget required by this 2022 Agreement. All assets in the Donations Fund shall be used exclusively for the purposes of the Library. All expenditures from the Donations Fund shall be specifically and individually authorized by the Board by formal resolution at a meeting of the Board. The fiscal agent shall keep separate records with respect to the Donations Fund.

**9. MILWAUKEE COUNTY FEDERATED LIBRARY SYSTEM** The Library shall participate in the Milwaukee County Federated Library System (hereinafter "MCFLS") until such time as the Member Agencies shall unanimously agree that such participation should cease or this 2022 Agreement is terminated. Nothing contained in this 2022 Agreement shall require any participating Member Agency to continue its participation in the MCFLS provided, however, that in the absence of unanimous agreement by the Member Agencies, the decision of any participating Member Agency to cease its participation in the MCFLS shall not affect the Library's continuing participation in the MCFLS and further provided that the Library shall make whatever reductions in service to the residents of such non-participating Member Agency as may be required as a result of such Member Agency's decision to cease its participation in the MCFLS by the provisions of the agreement or agreements governing the Library's continuing participation in the MCFLS.

**9.1** The Board has the power to recommend to the governing bodies of the Member Agencies as to the desirability of continuing the contractual relationships of the Member Agencies with the MCFLS, and to make such recommendations it deems appropriate with respect to the specific terms of such continuing contractual relationships.

**10. COMMUNITY COORDINATION COUNCIL** A Community Coordination Council ("CCC") is created and shall be composed of a representative of the fiscal agent; the Chief Administrative Officer, or designee, of each Member Agency; and the Library Director. The CCC is advisory in nature and shall discuss and provide input and recommendations on matters that enhance the service delivery, efficiency, and facility management between the Library and Member Agencies. Meetings of the CCC shall be held not less frequently than once each calendar quarter, and otherwise upon the written request of a least two CCC members.

**11. OWNERSHIP OF ASSETS** Physical assets acquired by the Board shall be owned by the Library, subject to the provisions for division of assets on termination of this Agreement. The Member Agencies entered into an Amendment to the 1985 Agreement as of the date of December 18, 2015 (hereinafter "2015 Amendment") for the purpose of acquiring ownership of a portion of the space that was being leased for library purposes. Nothing in this 2022 Agreement shall be construed to amend or supersede the 2015 Amendment. The remainder of the existing facility at 6800 N. Port Washington Road is two condominiums, one owned by the City of Glendale and the other by the City of Glendale and Villages of Bayside, Fox Point and River Hills. Any future physical facility, excluding the existing Library at 6800 Port Washington Road, Glendale, WI 53217, in which

the Library is located, shall be owned and operated by the North Shore Library, subject to execution of a separate agreement.

**12. PARTICIPATION** Should a municipalities not currently a Member Agency contract for the services of the Library, contribute assets, capital, revenue, or personnel, or make any other contribution which reduces the cost to the Library for its services, a credit shall be issued to the Member Agencies. The credit shall be the reasonable estimated amount of the pro-rata cost savings of such contribution both for a reduction in on-going operating costs allocation and operating cost budget. Adding an additional municipality would require an amendment of this Agreement.

**13. TERM OF AGREEMENT AND WITHDRAWAL** This Agreement shall take effect upon the effective date stated herein after adoption by the governing body of each Member Agency of a resolution approving the Agreement and authorizing its execution. This Agreement shall remain in effect in perpetuity subject to the following:

**13.1** Any Member Agency wishing to withdraw from the 2022 Agreement may do so anytime after January 1, 2042, with at least three (3) years written notice delivered to the Clerk for and addressed to the governing bodies of each of the other Member Agencies. Any notice to withdraw shall specify a withdrawal date of December 31, of the year that the Member Agency intends to withdraw so that a withdrawing Member Agency shall continue to participate for at least three full calendar years after delivering its notice of withdrawal.

**13.2** Withdrawal of any participating Member Agency without the express written consent of each of the other Member Agencies shall not result in dissolution of the Library and no withdrawing Member Agency shall ever have any claim against any of the assets used by the Library or the proceeds thereof.

**13.3** Should any Member Agency withdraw from the 2022 Agreement, it shall be obligated for its share of any debt service (principal and interest) incurred while that Member Agency was under the Agreement, unless such debt is assumed by another Member Agency or some third person or entity. This section shall not apply to any new debt incurred during the withdrawal notice period.

**13.4** The fact that a Member Agency is paying or is required to pay on debt service (principal and interest) incurred while that Member Agency was a member of the Library shall not entitle a terminated Member Agency after termination to any of the services provided by the Library.

**13.5** This Agreement may be terminated and unilaterally dissolved only by express written agreement of all of the Member Agencies which are participating in this Agreement and which have maintained in a current status their financial obligation hereunder. Upon such dissolution, the assets used by the Library shall be divided among the Member Agencies, then participating in accordance with the ratio of expense sharing in existence in the year of termination. In the event of a dispute with respect to such distribution, all assets shall be sold with proceeds thereof distributed on the same basis.

**13.6** All notices of withdrawal issued prior to the effective date of this 2022 Agreement are rendered null and void upon the full execution of this 2022 Agreement.

**14. WARRANTIES AND DAMAGES** Member Agencies agree that there are no warranties, express or implied, by this Agreement or otherwise, as to the service and as to any parts of any systems design, program, implementation, modification or other service provided by the Library. There is no implied warranty of merchantability or fitness for a particular purpose. There is no warranty of any other kind. Nothing herein is intended to limit or preclude any claims Member Agencies may have against any third parties, including manufacturers, sellers, dealers,

repairers, service providers, installers or others, nor shall this provision be construed as relating to, or defining in any way, liability as to third parties.

**15. THIRD PARTY LIABILITY** It is expressly understood by and between the parties that each party shall be responsible, in the event of a claim, or judgment by a court of competent jurisdiction, for liability to a third party, to the extent liability of the party shall be found. Nothing in this Agreement shall be construed to limit the right of contribution of any party against the other in the event of liability to a third party. This Agreement is intended to be solely between the parties hereto and its terms shall not be construed to add, supplement, or grant any rights, benefits or privileges of any kind whatsoever to any third party or parties.

**16. DISPUTE RESOLUTION** The parties agree that in the event of any dispute over the terms, performance, or administration of this Agreement they will submit first to mediation through the Wisconsin Policy Forum, or a mediator mutually agreed upon by all parties. In any litigation thereafter, the substantially prevailing party shall be entitled to its attorneys' fees and costs.

**17. AMENDMENTS** Any amendments to this Agreement or any exhibit hereto shall be approved by the governing bodies of all Member Agencies.

**18. HOLD HARMLESS** Any uninsured liability, costs of damages for personal injury, property damage, or any other loss of whatever nature incurred by the Library shall be the liability of the Library, subject to the contributions of the Member Agencies herein described. Any such uninsured liability, costs, or damage shall be paid proportionately by each of the Member Agencies in accordance with the Member Agency Cost Allocation.

**19. ASSIGNMENT** This Agreement may not be assigned.

**20. SEVERABILITY** If any provision of this Agreement shall be held or declared invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof.

**21. WISCONSIN LAW** This Agreement is to be interpreted in accordance with the laws of the State of Wisconsin.

**22. NO WAIVER OF IMMUNITIES** Nothing in this Agreement shall constitute a waiver in whole or in part, of any immunities of the Member Agencies under § 893.80 Wis. Stats. or any other statutory or common law.

**23. ACKNOWLEDGMENT** Member Agencies acknowledge by the signature of its duly authorized representative below that Member Agency or its authorized agent has read and understands all the terms and conditions of this Agreement as set forth herein, and Member Agency fully understands that the Library is a provider of equipment and service and not an insurer, and Member Agency agrees to be bound by such terms and conditions.

**24. ENTIRE AGREEMENT** This document, including any and all attachments, unless specified as illustrative, constitutes the entire agreement between Member Agencies on this subject matter and is intended as a final expression of the agreement of the parties and the complete and exclusive statement of the terms of the agreement. This 2022 Agreement is intended to amend and restate the 1985 agreement except for the current lease described in Section 9.2 of the 1985 Agreement (and documents that show, evidence, or discuss the current lease) and the 2015 Amendment to the 1985 Agreement described in Section 11 of the 2022 Agreement. The items excepted shall continue in force undisturbed. No provision of this Agreement shall be deemed waived, amended or modified by any party unless such waiver, amendment or modification is in writing signed by the party sought to be bound by the waiver, amendment or modification.

This Agreement is not binding unless approved in writing by an authorized representative of each Member Agency.

**25. PRESUMPTIONS** This Agreement is the result of negotiations between the parties, each of whom was represented by counsel. No party may claim or enjoy any presumption with regard to the interpretation of this Agreement based on its draftsmanship.

**26. AUTHORITY** The undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective parties.

DRAFT

**In witness whereof**, this Agreement has been executed to take effect as of the day and year set forth above by the respective officers of the respective Member Agencies, being duly authorized by their respective governing bodies so to do.

**Village of Bayside**

By \_\_\_\_\_, President Date \_\_\_\_\_

\_\_\_\_\_, Clerk Date \_\_\_\_\_

**City of Glendale**

By \_\_\_\_\_, Mayor Date \_\_\_\_\_

\_\_\_\_\_, Clerk Date \_\_\_\_\_

**Village of Fox Point**

By \_\_\_\_\_, President Date \_\_\_\_\_

\_\_\_\_\_, Clerk Date \_\_\_\_\_

**Village of River Hills**

By \_\_\_\_\_, President Date \_\_\_\_\_

\_\_\_\_\_, Clerk Date \_\_\_\_\_



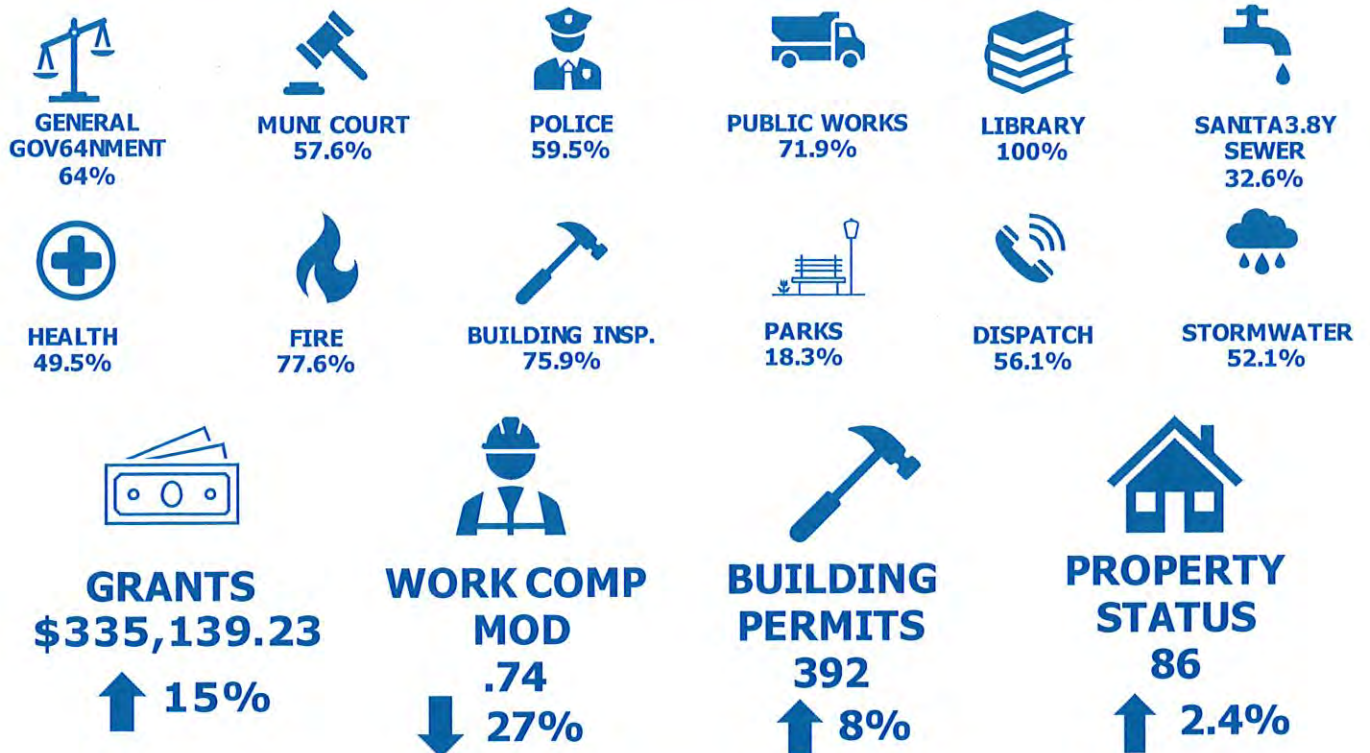
# Administrative Services August 2021

## Highlights / Accomplishments

- The 2022 Department of Natural Resources Recycling Grant application was completed and submitted. This grant is used to offset the cost of the Village's recycling program.
- The 2021 average assessed value of a residential home in the Village of Bayside is \$398,995. The 2020 average assessed value was \$382,611.
- The Milwaukee County Treasurer has reimbursed the Village \$53,035.44 for the delinquent real estate property taxes.
- The Wisconsin Compensation Rating Bureau has notified the Village that the experience modification factor for 2022-2023 is now .74. Last year's mod factor was .98. The mod factor is used to calculate our workers compensation insurance premium rate.

	GENERAL GOVERNMENT	SANITARY SEWER	STORM WATER	DISPATCH CENTER	NORTH SHORE LIBRARY
R E V E X P					
	94%/68%	96%/33%	136%/54%	80%/56%	77%/62%

## PERCENTAGE OF 2021 BUDGET SPENT



\*Metrics compared to 2020 YTD



September 1, 2021

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

Re: North Tennyson Drive – Flood Reduction Solutions

Dear Andy,

As a follow up on our discussion regarding the on-going street, ditch, and property flooding issues at North Tennyson Drive, we are proposing to conduct an engineering evaluation, followed by assistance in procuring the necessary facilities to address these issues.

The existing low-lying section of Tennyson has been a long-standing flood prone area – and our proposed services aim to support previous efforts in this area, namely:

- 1- The existing bio-retention facility provides some relief and stores runoff during heavy rains. However, because the bio-retention area cannot infiltrate the stored runoff in a timely fashion, surface flooding continues to occur when rainfall exceeds the bio-retention capacity.
  - a. We will compute the relationship between rainfall and expected flooding and provide realistic intervention options/alternatives for your consideration.
- 2- The vertical pipe installed by DPW is an effective way to help evacuate the stored volume during storms, but the idea can be further developed.
  - a. We will perform hydraulic evaluation to identify the size of pump, energy requirements, and force main discharge size, layout, and route for your consideration.
  - b. The goal is to install a permanent facility that replaces current DPW efforts at this location.
  - c. We will also identify a discharge route and a discharge location that can safely get rid of this water.

Following the work described here, Clark Diet will produce a design memorandum that describes the recommended work, list of anticipated benefits, cost estimate of engineering, construction, and construction inspection, and a potential timeline for implementation.





If the recommended course of action in the memorandum is acceptable to the Village, we would then provide a proposal for engineering design services to procure this permanent facility and assist the Village in its bidding and construction.

Our proposed fee to complete the work is \$6,900. Please sign and return this document to signify your acceptance of this proposal.

Thank you very much for your consideration.

Sincerely,

Clark Dietz, Inc.

Mustafa Emir, PhD, PE  
Regional Director

**WORK ORDER APPROVAL**

\_\_\_\_\_  
Andy Pederson

\_\_\_\_\_  
Village Manager  
Title

\_\_\_\_\_  
Date



September 1, 2021

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

Re: North Bayside Drive – East Side Sanitary Sewer Capacity Improvements

Dear Andy,

As a follow up on our discussion regarding the potential capacity improvement needs on the east side sewer system, Clark Dietz proposes to conduct a hydraulic analysis to identify the root cause of hydraulic constraints and offer solution alternatives to improve flow capacities as needed.

From our previous knowledge of the sewer on Bayside Drive, we know that the existing pipe is very shallow and the routing of the flow is quite circuitous, which often contributes to hydraulic restrictions.

We expect to provide you with at least three approaches to address the problem:

1. Rerouting/reconstruction of the Bayside Drive sewer, including a consideration to flow south instead of north to Fairy Chasm
2. Maintaining the current sewer, but increasing the downstream hydraulic capacity in the system, including a consideration to direct flow west on Fairy Chasm instead of turning south on Tennyson Drive as it does today
3. Finding an alignment to extend the existing relief sewer from its terminus at Manor and Lake Drive easterly towards Bayside Drive.

The evaluation of these alternatives will involve creating a computer model of the sewers in the area. Remnants of past models may be available from previous consultants – but if not, Clark Dietz will develop a model for the purpose.

Following the assessment of the options listed above, Clark Dietz will produce a design memorandum that describes the recommended work, list of anticipated benefits, cost estimate of engineering, construction, and construction inspection, and a potential timeline for the implementation.



If the recommended course of action in the memorandum is acceptable to the Village, we would then provide a proposal for engineering design services to procure this permanent facility and assist the Village in its bidding and construction.

Our proposed fee to complete the work described herein is \$11,400. Please sign and return this document to signify your acceptance of this proposal.

Thank you very much for your consideration.

Sincerely,

Clark Dietz, Inc.

Mustafa Emir, PhD, PE  
Regional Director

**WORK ORDER APPROVAL**

\_\_\_\_\_  
Andy Pederson

\_\_\_\_\_  
Village Manager  
Title

\_\_\_\_\_  
Date



# Department of Public Works August 2021

## Highlights / Accomplishments

- The 2021 Storm Water Project continued. To date the department has replaced 24 culverts and completed ditching on over 2300 feet of area. The crew's schedule got pushed back three weeks due to heavy storms that created flooding and tree damage.
- In August, three individual severe storms came through the area. Each storm brought challenges that required the response from the DPW team. Heavy rainfalls created flash flooding and high winds paired with soft ground caused many trees throughout the village to be blown over. In all instances the entire department responded to secure the village and manage storm water. In response to these storms the Department completed a special storm clean up and held an impromptu garbage event for residents to bring spoiled food and yard waste in.
- A manhole was repaired on Lake Drive that had a broken riser ring.
- Monthly lift station maintenance was performed, and no issues were found.

### GARBAGE TONS YTD



### RECYCLING TONS YTD



### DIVERSION RATE



### YARD WASTE COLLECTION STOPS



### YARDS OF YARD WASTE COLLECTED



### RECYCLING DAY PARTICIPANTS



### SEE CLICK FIX REQUESTS CLOSED



### MULCH DELIVERIES



### YARDS OF MULCH DELIVERED



### SEWER MAIN CLEANED

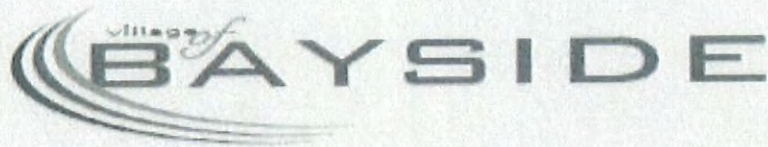


### CULVERTS REPLACED



### TREES REMOVED





**Application for Appearance before the  
Board of Appeals**

Owner's Name Mike + Stephanie Tack

Property Address 9300 N. Fairway Dr., Bayside

Telephone Mike's cell: 262-227-4609 Stephanie's cell: 262-227-5199

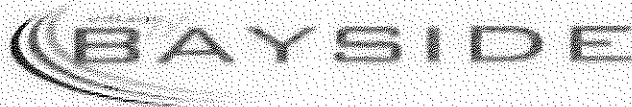
Email Steph.a.tack@gmail.com

Proposed project details (type of work, size, materials, etc.):

Tree house. Two levels with an enclosed area approximately 42 sq. ft. Structure includes a climbing wall on the back and ladder to get up in front. There is also a slide that splits the structure from back to front. Under the enclosed area is a spot to hang hammocks. We plan to paint the structure a very neutral color this year.

Fee: \$500.00

- ~ Lower platform 80 sq. ft
- ~ Upper platform 90 sq. ft.
- ~ Pressure treated lumber



**APPLICATION FOR SPECIAL EXCEPTION TO ZONING CODE REQUIREMENTS**

The Board of Appeals, pursuant to Wis. Stats. 62.23(7)(e), and, Section 125-57(e) of the Zoning Ordinance, and after appropriate notice and hearing, may, with regard to any requirement imposed by the Zoning Ordinance, or any other section of the Municipal Code which specifically allows for special exceptions, recommend a special exception to the Village Board for approval. Notice of application for special exception shall be provided to all property owners adjoining or abutting the property proposed for a special exception. Denials of special exceptions shall not be appeal able to the Village Board.

1. State the section of the Village of Bayside Municipal Code for which you are requesting a special exception:

10 feet from property line

2. Give a brief description of what you want to do and why.

We built a tree house surrounding a large tree near the property line & would like to keep it in its place.

3. State why compliance with Municipal Code is unreasonably burdensome or negatively impacts the use of the property.

We built it not knowing the 10 foot rule.

4. State how the Special Exception requested, including any proposed restrictions, will be consistent with the existing character of the neighborhood; will not effectively undermine the application or enforcement of the Code to other properties; and will be in harmony with the purpose and intent of the Code.

We didnt take down any trees & is next to unusable property. It is well made & used by neighborhood kids.

Applicant Printed Name

Stephanie Tack

Applicant Signature

Stephanie Tack

Date

7/10/2021

## Sec. 125-90. - "B" residence district regulations.

- (a) *Permitted uses.* In a "B" residence district no building or premises, unless otherwise provided in this chapter, shall be erected or used, except as a single-family dwelling, together with accessory uses incidental thereto, provided always the accessory use does not constitute or become a public or private nuisance.
- (b) *Areas.* In a "B" residence district, no building may be erected, enlarged or altered except in accordance with section 125-3(b) and as follows:
- (1) The lot area of a lot on which a dwelling is erected or proposed to be erected shall not be reduced to less than 22,000 square feet for each family.
  - (2) A front yard of not less than 30 feet shall be provided for every building on a lot for which a setback is not hereafter provided for.
  - (3) Every building shall be set back from the centerline of each adjoining street or area reserved for highway purposes, or any extension or separated portion thereof hereafter established, not less than the street setback specified upon the official zoning map; except that the following reductions may be made from the setbacks specified on the official zoning map:
    - a. Five feet when depth of lot is more than 80 feet but less than 90 feet;
    - b. Ten feet when depth of lot is more than 70 feet but less than 80 feet;
    - c. 15 feet when depth of lot is 70 feet or less;

however, no setback will be less than 15 feet plus half the width of the abutting road or area reserved for highway purposes.

- (4) A side yard of not less than ten feet shall be provided for on each side of every building.
- (5) A rear yard of not less than 20 feet shall be provided for every building, except one of not less than ten feet shall be provided for a building used for or classified as an accessory use.
- (6) Lot frontage shall be not less than 85 feet. Exceptions may be permitted to conform with cul-de-sac design or when considered in the total street design.

(Code 1967, § 22.05; Code 1997, § 106-193; Ord. No. 98-420, § 5, 7-1-1998; Ord. No. 01-483, § 9, 8-1-2001)

Hello Bayside Board of Appeals

By way of introduction, we are the Tacks. Me (Mike) and Stephanie have been married almost 14 years and have three kids: Charlotte (9), Andrew (7) and Owen (3). We moved to Bayside about 5 years ago and have loved the community and the neighborhood.

In May of 2020 when the fear and unknown of COVID was gaining steam, my father in law came to us with an idea. Knowing that we were going to be home bound for a while, he suggested we build a treehouse. We knew that pre built playgrounds were already in short supply given shipping issues and companies not being able to operate during the pandemic, so building something was likely our best bet. I also think this was an opportunity for a my father in law to do something for his grand kids. They bring him a ton of joy and I think he ultimately wanted to help build something for them that they could use during COVID but also for years to come.

We got the kids involved in the idea process and started to look online. Two ideas kept going up. One is that it had to have some kind of protection. Second, they liked the ones that were built around trees. Pinterest gave us a bunch of great ideas (see attached) and so we started to draw what it could look like in our yard. In our backyard, we only have one tree that is more toward the middle of the property. This tree is pretty small and wasn't going to work for what the kids were hoping for. That led us to pick a tree near the back of our yard. NOTE: We really thought that our property went further back and did not realize these trees were extremely close to the lot line. We thought we had at least until the power lines which would have given us several more feet.

After several sketches and ideas we got to work just before the wood shortage and price surge began. Over the course of several weekends, my father in law and I started building. The design is as follows:

- A little house with windows that is tall enough to accommodate kids heights as they grow
- A set of stairs/ladder leading to the little house
- A lower and an upper platform, both built around the tree
- A ladder that goes to a trap door
- A slide to get down
- A rock climbing wall on the back
- Under the house, a spot equipped with 2 hammocks

A 10 week delay in the slide led us to a mid summer completion. Not only did this bring immediate joy to our kids but also to the kids in our neighborhood. Over the last several years, we have been lucky enough to have families move in with kids similar in age to us. Quickly this became a place they could all hang out, use their imaginations and have a space that is their own.

There were a few things are backyard neighbor had concerns about which we are more than willing to address. One included not having any electricity in the treehouse. We will not have power back there and won't even run extension cords to have things like hanging lights. The rest of the concerns involved the look. This list below is not limited to these options so if something else comes up we are more than willing to consider.

- He mentioned either leaving the treehouse it's natural color or painting it grey. That is great and we are happy to do either. Our original idea was to paint the house part grey and then stain the rest of it some kind of darker stain so that it blended into the trees. We would be more than happy to have Woody Ok the colors before we moved forward.
- We could make either a natural fence right at the property line with arborvitae or tall grasses or a more permanent fence to deter children from entering his property.



-One thing that we have not discussed is essentially closing off the back of the treehouse. Right now, the back has a climbing wall which is another entry into the treehouse. Closing off the back would lead to less of a possibility of kids entering into his property.

Again, we are open to any of these to make our neighbor feel more comfortable.

2020 was obviously such a crummy year. We know we have it better than most and feel super fortunate to be able to build something that that brings enjoyment, laughter and excitement in such tough times. This project has only been about giving our kids something that we thought would make them happy, and it really has done that.

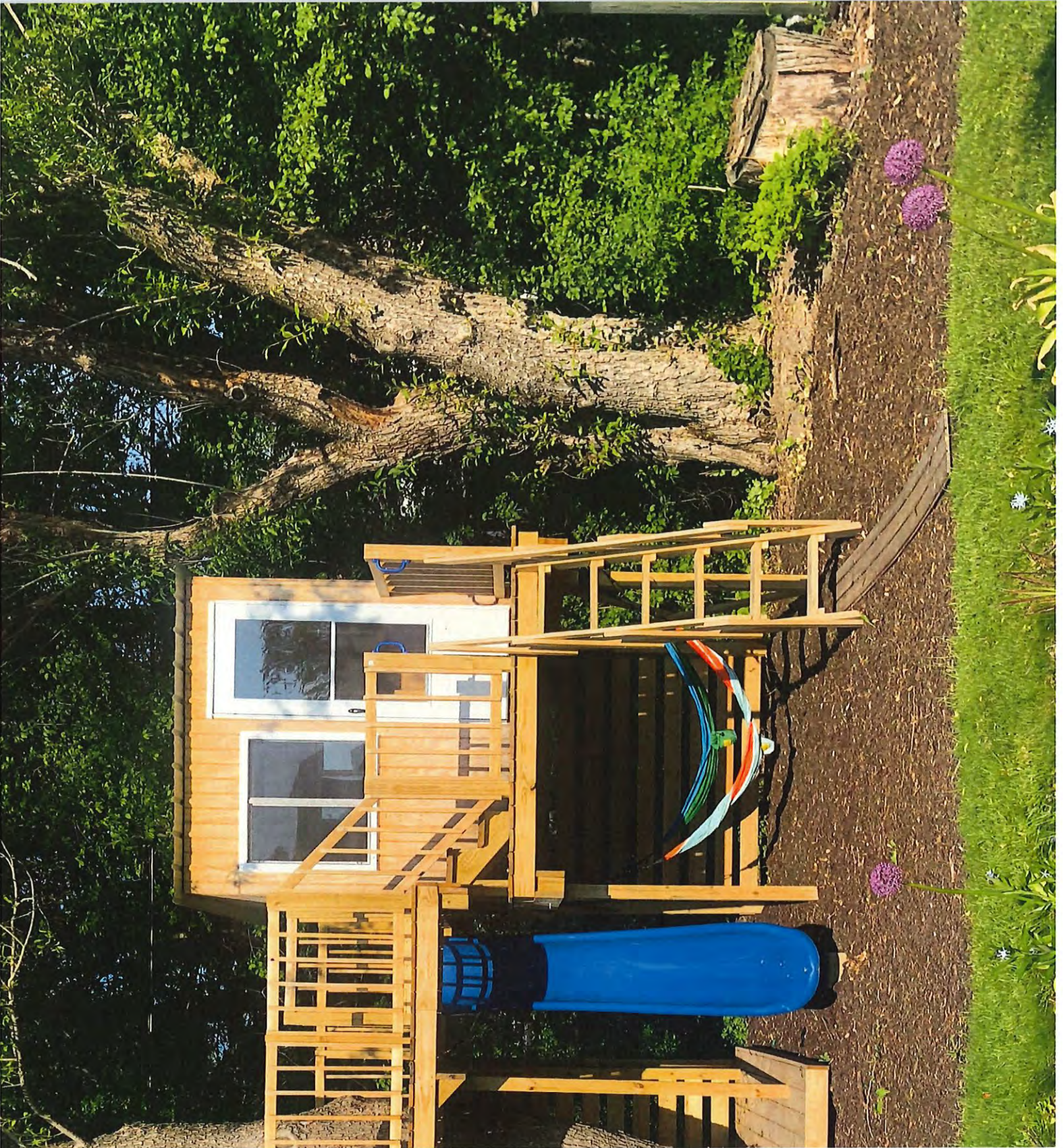
We thank you for your consideration.

Mike and Stephanie Tack



**eehouse**

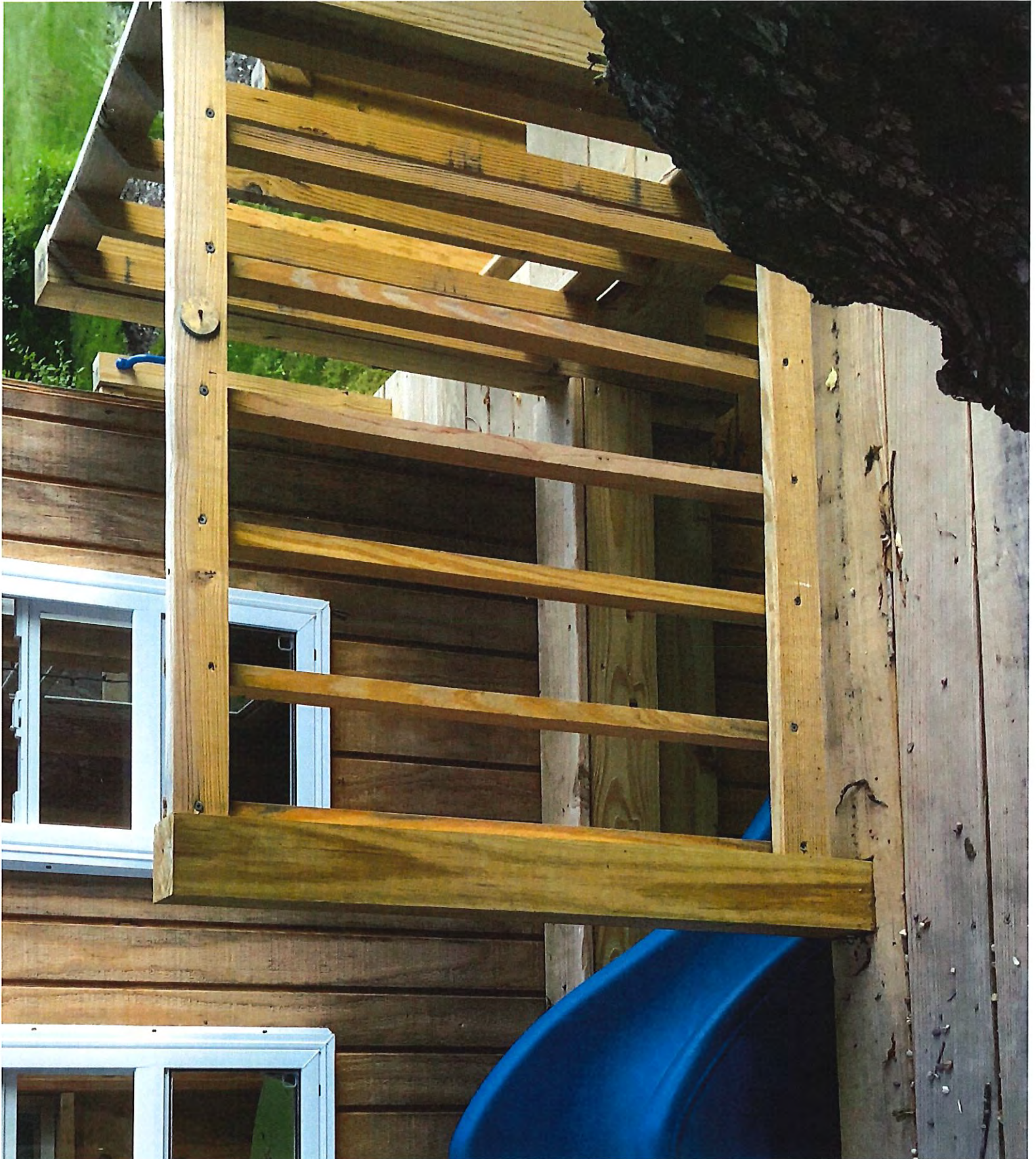
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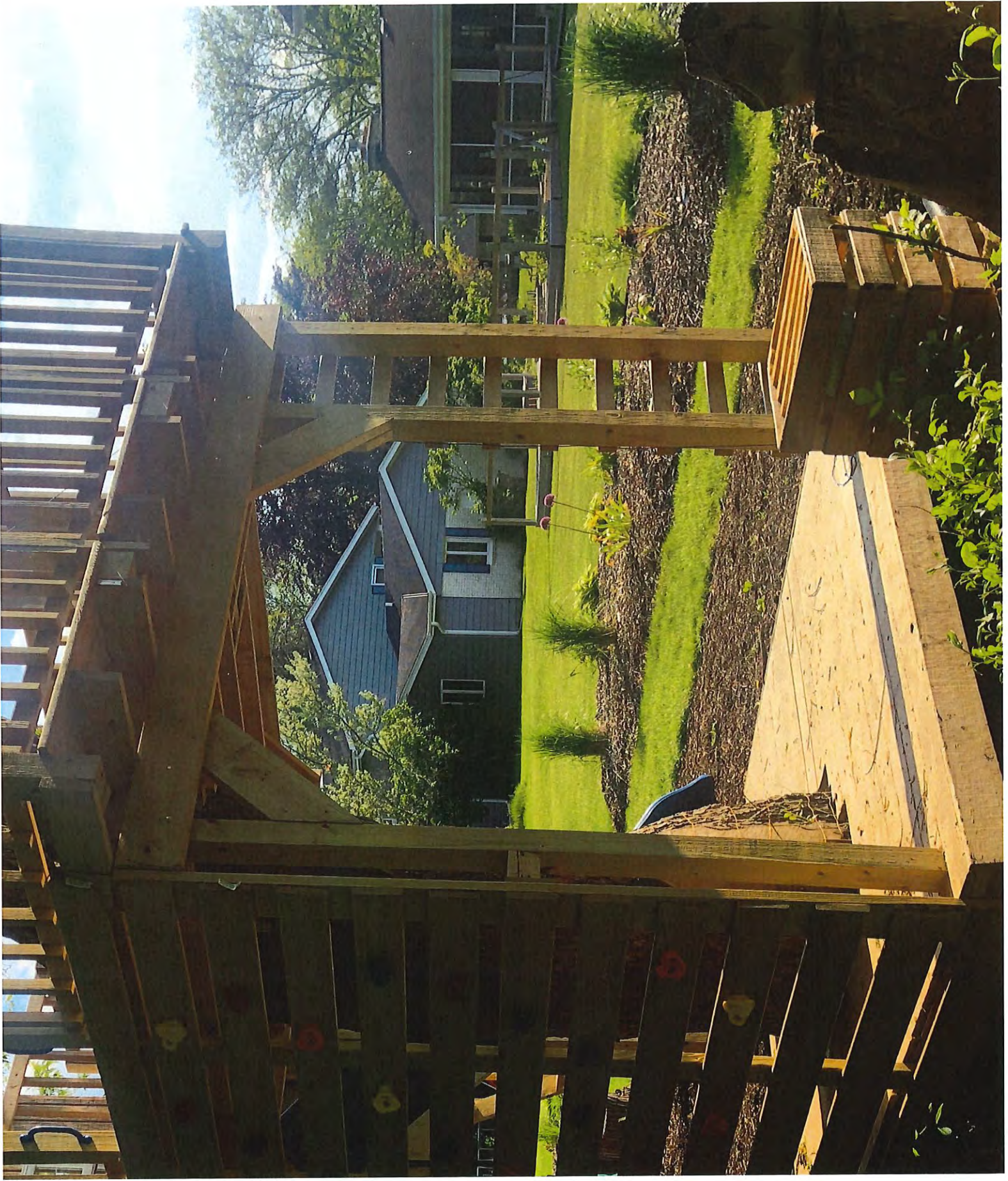
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**Subject:** Re: Tree House ideas

**Date:** Monday, July 26, 2021 at 9:49:06 AM Central Daylight Time

**From:** Woody Dugan

**To:** Andy Pederson, Sug

Good morning, Andy...thanks for staying on top of the issue.

Mary Louise and I are very satisfied with the direction of the correspondence below and agree to all of it and will sign related paperwork. We feel the children's safety is paramount and hope the neighbors can follow through with the arborvitae. We are constantly uncovering bottles and sharp sticks which can endanger anyone.

I expect the board of appeals will have to be involved. If you/they require our presence, please be in touch.

Our thanks to Stephanie and all.

Woody Dugan

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**From:** Andy Pederson <apederson@baysidewi.gov>

**Sent:** Monday, July 26, 2021 10:16 AM

**To:** Woody Dugan <woodydugan@hotmail.com>

**Subject:** FW: Tree House ideas

Woody-

I am not sure if this may be of interest. Mike and Stephanie Tack asked that I forward this to you. Thanks,

Andy

Are you signed up for the [Bayside Buzz?](#)

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

414-206-3925  
[www.baysidewi.gov](http://www.baysidewi.gov)

---

**From:** Stephanie Tack <steph.a.tack@gmail.com>  
**Date:** Sunday, July 25, 2021 at 9:38 PM  
**To:** Andy Pederson <apederson@baysidewi.gov>  
**Subject:** Tree House ideas

Hi Andy,

We are writing to offer up some possibilities as it relates to our treehouse. As you know our neighbor has some concerns and we hope we can make him comfortable with one or several of the options below. This treehouse has been such a fun rallying point for kids in the neighborhood so we'd hate to have to take it down.

I quickly want to start with something we unintentionally omitted in our email to Woody which was his concern about electricity in the treehouse. **We will 100% not put electricity out there.** At this moment, we have some battery powered string lights up there that we will take down. Additionally, this last Christmas the kids wanted to decorate so we ran an extension cord out there to string up lights. I'm not sure if his concern was having actual power in the treehouse but regardless we won't have any kind of electricity even if it's running from our house.

As far as the look and feel and other concerns, again we are willing to be more than accommodating. This list below is not limited to these options so if something else comes up we are more than willing to consider.

- He mentioned either leaving the treehouse it's natural color or painting it grey. That is great and we are happy to do either. Our original idea was to paint the house part grey and then stain the rest of it some kind of darker stain so that it blended into the trees. We would be more than happy to have Woody Ok the colors before we moved forward.

- We could make a natural fence right at the property line with arborvitae or tall grasses thereby deterring children from entering his yard.

- We could make a more permanent fence made of wood

- One thing that we have not discussed is essentially closing off the back of the treehouse. Right now, the back has a climbing wall which is another entry into the treehouse. Closing off the back would lead to less of a possibility of kids entering into his property.

It was never our intention to make any neighbors feel uncomfortable with this build. Our goal all along was to provide, not only our kids, but the neighborhood kids something they could be excited about. It has been really neat to provide that space for all of them. We do hope that the treehouse is something that can be enjoyed for years more to come.

If you could forward this onto Woody, we would really appreciate it.  
Hope you had a great weekend.

Thank you.

Mike and Stephanie Tack

**CAUTION:** This email originated from outside of the North Shore Consolidated O365 Email System (Bayside, Glendale, Shorewood and North Shore Fire & Rescue). Do not click links or open attachments unless you recognize the sender and know the content is safe.

STATE OF WISCONSIN

VILLAGE OF BAYSIDE

MILWAUKEE AND OZAUKEE COUNTIES

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND THE OFFICIAL BAYSIDE ZONING MAP, TO CREATE PLANNED UNIT DEVELOPMENT DISTRICT NUMBER ONE, AND TO REZONE CERTAIN PROPERTIES ON THE NORTH SIDE OF THE 400-800 BLOCKS OF W. BROWN DEER ROAD AND ON THE WEST SIDE OF THE 8800-9000 BLOCKS OF N. PORT WASHINGTON ROAD TO PLANNED UNIT DEVELOPMENT DISTRICT NUMBER ONE**

The Village Board of the Village of Bayside, Milwaukee, and Ozaukee Counties, Wisconsin Does Ordain As Follows:

Section One:

WHEREAS, a petition for zoning change having been filed to change the zoning on nine (9) properties from "D" Business District; Overlay Use "D" Business District; "F" Office District; Dwelling Overlay Use, "F" Office-Research Park District; and "PD/O-R" Planned Development Overlay/Office-Research Park District to Planned Unit Development District Number One, such parcels being located on the north side of the 400-800 blocks of W. Brown Deer Road and on the west side of the 8800-9000 blocks of N. Port Washington Avenue, and such lands being specifically located as listed in Table 1 below; and,

WHEREAS, the proposed Planned Unit Development District Number One ("PUDD1") is an overlay district and a consolidation of two existing overlay districts, Planned Unit Commercial Development District and "PD/O-R" Planned Development Overlay/Office-Research Business Park District, and for purposes of clarity, the provisions of Section 125-109, more particularly set forth below, supersede and replace in their entirety the provisions of Sections 125-94, 125-95, 125-97, 125-98, 125-99 and 125-106 with respect to the future development of PUDD1 with regard to any specific references therein, and in the event of any contradiction, the terms of PUDD1 control;

WHEREAS, the Plan Commission having reviewed the PUDD1 petition and having found that the proposed PUDD1 conforms to the standards for adoption of a planned development district, and having recommended to the Board of Trustees that the creation of PUDD1 be approved; and,

WHEREAS, a Public Hearing having been held before the Board of Trustees on \_\_\_\_\_, 2021, and the Board of Trustees having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed PUDD1 is consistent with the Comprehensive Master Plan of the Village of Bayside, Wisconsin, and contains more than two (2) acres; and,

WHEREAS, the Board of Trustees having reviewed the petition and recommendation following the Public Hearing and having determined that the adoption of an ordinance to create PUDD1 will promote the health, safety and welfare of the Community.

NOW, THEREFORE:

Section Two: Section 125.88 of the Municipal Code is hereby amended to revise the Official Zoning Map of the Village and to provide that the zoning district designation for the properties described below be changed from "D" Business District; Overlay Use "D" Business District; "F" Office District; Dwelling Overlay Use, "F" Office-Research Park District; and "PD/O-R" Planned Development Overlay/Office-Research Park District to PUDD1 as is created by this Ordinance:

Part of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 5, Town 8 North, Range 22 East, in the Village of Bayside, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of said Southwest  $\frac{1}{4}$ ; thence N00°23'27"W 60.00 feet to a point on the north line of West Brown Deer Road, being the point of beginning of lands to be described; thence S89°27'06"W along said north line and parallel with the south line of said  $\frac{1}{4}$  Section 40.16 feet; thence N00°23'27"W 254.03 feet; thence S89°25'54"W 98.41 feet; thence S00°23'27"E 239.00 feet to a point on the easterly right of way line of Interstate "43"; thence N23°37'57"W along said easterly line 368.83 feet; thence N22°44'21"W 269.40 feet; thence S89°26'29"W 322.79 feet; thence N22°16'54"W 695.25 feet; thence N89°29'38"E 1308.95 feet to a point on the west line of North Port Washington Road; thence S09°03'36"E 108.08 feet; thence southeasterly 257.89 feet along the arc of a curve to the right whose center lies to the southwest, whose radius is 5573.03 feet and whose chord bears S07°44'15"E 257.86 feet; thence S06°24'36"E 253.20 feet; thence S89°26'04"W 32.37 feet; thence S00°33'56"E 60.00 feet; thence southeasterly 359.22 feet along the arc of a curve to the right whose center lies to the northeast, whose radius is 4824.38 feet and whose chord bears S11°20'55"E 359.14 feet; thence S13°28'54"E 83.30 feet; thence S89°25'54"W 186.93 feet; thence S00°34'00"E 140.00 feet to a point on the north line of said Brown Deer Road; thence S89°25'54"W along said north line and parallel with the south line of said Southeast  $\frac{1}{4}$  284.66 feet to the point of beginning.

Containing 1,155,594 square feet or 26.5288 acres

Table 1: Planned Unit Development District #1						
Tax Key Number	Address	Property Owner	Current Zoning	Proposed Zoning	Acreage	
0229983002	8855 N. Port Washington Road	8855 N Port Washington LLC	"D" Business District	PDD #1	1.8000	
0229970000	500 W. Brown Deer Road	Brenwood Park Senior Community II LLC and 11301 Northport LLC	"D" Business District	PDD #1	3.0000	
0229984000	600 W. Brown Deer Road	11301 Northport LLC	"D" Business District	PDD #1	0.7421	
0229985002	601 W. Glencoe Pl./8907 N. Port Washington Road	West Glencoe Place LLC	"D" Business District	PDD #1	1.2679	
0239990002	707 W. Glencoe Pl.	La Macchia Real Estate V LLC	"F" Office District; Dwelling overlay, "F" office-research park	PDD #1	0.6137	
0229990020	777 W. Glencoe Pl.	La Macchia Real Estate VI LLC	"F" Office District; Dwelling overlay, "F" office-research park	PDD #1	1.2396	
0229990018	8909 N. Port Washington Road	Bayside and S-L Company	"F" Office District; Dwelling overlay, "F" office-research park; "PD/O-R" Planned Development Overlay/ Office-Research Park District	PDD #1	5.0024	
0229990019	8969 N. Port Washington Road	La Macchia Real Estate LLC	"F" Office District; Dwelling overlay, "F" office-research park; "PD/O-R" Planned Development Overlay/ Office-Research Park District	PDD #1	8.5541	

0229990007	8989 N. Port Washington Road	Mark Building	8989	"F" Office District; Dwelling overlay, "F" office-research park	PDD #1	3.9993
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Section Three: Section 125-109 of the Municipal Code is hereby created to read as follows:

Section 125-109 PLANNED UNIT DEVELOPMENT DISTRICT NUMBER ONE

A. In General.

1. This Planned Unit Development District Number One ("PUDD 1") shall be constructed, operated and maintained as a mixed-use development and shall be in conformance with the Public Improvement Agreement (Site Development) and the Public Improvement Agreement (Building Development) (together, the "Improvement Agreements"), which, when executed shall be substantially in the forms attached hereto as Exhibit A, subject to reasonably appropriate modifications as determined by the final master site plan for the development, and all applicable terms and provisions of the Municipal Code not enumerated herein and not contrary to the terms or provisions of this Ordinance, including, but not limited to such permits as are required under the Municipal Code for building permits, stormwater and erosion control. Conceptual development plans, and detailed site, landscaping and architectural plans (in addition to any Plan Commission, Community Development Authority or Architectural Review Committee approval pursuant to statute, regulation, or ordinance) shall receive separate approval of the Plan Commission.

The plans contained in the Improvement Agreements must be of sufficient detail as to satisfy Architectural Review Committee, the Plan Commission and the Board of Trustees as to the character, scope, and appearance of the District. All development within the District is subject to and conditioned upon the submittal and approval by the Architectural Review Committee of more specific and detailed plans as each stage of development progresses.

2. Intent. The regulations of this PUDD1 are intended to allow for greater flexibility, variety of use and design freedom than would be permitted by the standard application of the basic "D" and "F" district regulations in the case of tracts of land within the "D" and "F" districts of suitable size and appropriate location, where the unified and overlay use of such tract and the increased flexibility, variety of use and design freedom would achieve optimum utilization of the site and produce a more aesthetically satisfying and desirable development than would result from the application of the basic "D" and "F" district controls, and in such a way to not adversely affect property values and character of the neighborhood.



In keeping with the general intent of planned unit development districts, the PUDD1 shall facilitate the development of a high-quality professional services, health/fitness, general commercial, retail, restaurant, medical office, multi-family housing, civic/recreational/public library, hospitality and office mixed-use area and:

i. All development within PUDD1 shall comply with all requirements of the Municipal Code except as otherwise specifically set forth in this Ordinance and the Improvement Agreements.

ii. Accommodate the clustering of buildings on parcels of land under individual or multiple ownership.

iii. Provide for an arrangement of professional services, health/fitness, general commercial, retail, restaurant, medical office, multi-family housing, civic/recreational/public library, hospitality and office uses that are compatible in function, form and operation.

iv. Apply high-quality, aesthetically pleasing architectural and site design whenever new principal and/or accessory structures are constructed.

v. Wherever practicable, provide a safe, interconnected and pedestrian-friendly network of public streets, private roads, sidewalks and trails throughout the District, and through this network, with the surrounding community.

vi. Provide sufficient off-street parking for all uses and properties which allows and encourages shared parking arrangements through the use of easements and other similar agreements in compliance with the standards set forth in the Municipal Code.

vii. Be served by adequate sanitary sewer and water supply facilities which connect to public sewer and water facilities.

viii. A Permitted Use lawfully existing and established with an existing principal building within the area of this PUDD 1 prior to, and upon the effective date of, this Ordinance shall remain as such Permitted Use; provided, however, that any future addition, expansion and/or enlargement to the use and/or amendment to any site plan for the use, may be permitted and/or granted only upon the consideration of all applicable standards for the review and approval of such permits and site plans, and the PUDD1 intent and standards in this Ordinance.

ix. A Conditional Use lawfully existing and established within the area of this PUDD 1 prior to and upon the effective date of this Ordinance shall remain as such Conditional Use; provided, however, that any future amendment to the

Conditional Use Permit, may be granted only upon the consideration of all applicable standards for the review and approval of Conditional Uses, and the intent and standards referenced in this Ordinance.

B. Prohibited Uses. In PUDD1, no building or premises shall be used nor shall any building or other structure be erected, altered or enlarged which is arranged, intended or designed to be used for any purpose, except as provided in this section, all other uses being hereby prohibited.

C. Application of Regulations.

1. Road design or other engineering standards may be modified in an overlay use consistent with good engineering practice.

D. Permitted Uses.

1. To the extent such individual uses and structures are part of a planned development use, Permitted Uses within Planned Unit Development District #1 shall be as shown below<sup>1</sup>:

Permitted Uses	Limitations
General commercial retail/fitness	Up to 120,000 sq. ft., up to 40,000 sq. ft. per floor, up to two (2) stories in height
Professional services/general office	Up to 300,000 sq. ft., up to 50,000 sq. ft. per floor, up to five (5) stories in height
Medical office/general medical uses	Up to 300,000 sq. ft., up to 50,000 sq. ft. per floor, up to five (5) stories in height
Parks/public recreation	
Full-service restaurants	Up to 30,000 sq. ft., up to 10,000 sq. ft. per floor, up to two (2) stories in height

<sup>1</sup> The square footage and building height parameters set forth herein represent maximum sizes/units, floor areas and heights for each category of use. As a practical matter, due to parcel size constraints, parking requirements and height limitations, the ultimate development within PUDD1 would not accommodate the maximum limits of all uses, but would represent a balanced combination of several of such uses based on prudent planning and market demands.

In addition, because PUDD1 is intended to encourage and function as a mixed-use development, any of the Permitted Uses referenced herein may be combined, provided that the maximum number of floors for such combined uses shall not exceed the number of floors permitted for the use that allows the greatest number of floors. For example, a mixed-use building comprising first-floor civic or retail uses could include up to four floors of multi-family residential housing above the first floor, with the maximum combined number of floors not to exceed five.

Multi-family <sup>2</sup> and senior <sup>3</sup> residential apartments/townhomes/condominiums	Up to 550 units, up to five (5) stories in height with subterranean parking
Townhome residential	Up to 100 units, up to three (3) stories in height with subterranean parking
Civic/public library	Up to 60,000 sq. ft., up to 30,000 sq. ft. per floor, up to three (3) stories in height
Parking structure	Up to three (3) stories in height provided any such structure is set back at least three hundred (300) feet from the center line of North Port Washington Road <sup>4</sup>

E. Conditional Uses:

1. To the extent such individual uses and structures are part of a planned development use, Conditional Uses within Planned Unit Development District #1 shall be as shown below:
  - a. Hotels/motels.
  - b. Nursing homes.
  - c. Community-based residential facilities.
  - d. In-patient medical facilities.
  - e. Schools or daycare facilities.
  - f. Financial institutions with drive-thru facilities.
  - g. Vehicle sales, rentals or concierge services.
  - h. Fast-food, quick-service or drive-thru restaurants.
  - i. Bakeries, breweries, coffee roasters and any other on-premises food manufacturing facilities.
  - j. Spas/beauty parlors/barber facilities.
  - k. Special event venues/banquet facilities.
  - l. Facilities possessing a liquor license (other than full-service restaurants).
  - m. Facilities with operations prior to 5:00 a.m. or after 10:00 p.m.
  - n. Indoor establishments in excess of 25,000 sq. ft.
  - o. Television, video or broadcasting facilities.
  - p. Wireless telecommunications facilities.
  - q. Secondhand stores/resale of goods.
  - r. Retail sales of firearms or other weapons of any kind.
  - s. Body piercing establishments.
  - t. Tattoo parlors.

<sup>2</sup> Residential uses shall be primarily market-rate housing.

<sup>3</sup> Senior residential housing may include ancillary independent senior living housing, assisted living or similar types of uses.

<sup>4</sup> Any use within 300 feet of the centerline of North Port Washington Road shall be limited in height to four (4) stories above grade.

F. Conditional Use Procedure.

1. The Conditional Uses set forth in subsection D.1 of this chapter may conditionally permitted when specifically approved by the Village Board after referral to and review by the Village Plan Commission pursuant to the procedures set forth in this subsection F.2 of this chapter:
2. *Purpose and applicability.* The development and execution of this chapter is based upon the division of the Village into zoning districts, within which districts the use of land and buildings, and bulk and location of buildings and structures in relation to the land, are mutually compatible and substantially uniform. However, there are certain uses which, because of their unique characteristics, cannot be properly classified as unrestricted permitted uses in any particular district or districts, without consideration, in each case, of the impact of those uses upon neighboring land or public facilities, and of the public need for the particular use at a particular location. Such uses, nevertheless, may be necessary or desirable to be allowed in a particular district provided that due consideration is given to their location, development, and operation. Such uses are classified as Conditional Uses and require a Conditional Use permit except as specified under subsection (15).
3. *Initiation of Conditional Use permit.* Any person, firm, corporation, or organization having a freehold interest or a possessory interest entitled to exclusive possession, or a contractual interest that may become a freehold interest or an exclusive possessory interest, and that is specifically enforceable on the land for which a Conditional Use is sought, may file an application to use such land for one or more of the Conditional Uses in PUDD1.
4. *Application for Conditional Use permit.* No application for a Conditional Use permit shall be placed on any agenda as an item to be acted upon unless the Village Manager or designee has certified acceptance of a complete application. Prior to publication of the required notice of public hearing, the applicant shall provide the Village Clerk with the complete application certified by the Village Manager or designee, including an easily reproducible electronic copy plus hard copies in a quantity directed by the Village Clerk. Said complete application shall be comprised of all of the following:
  - a. A completed Conditional Use permit application on a form furnished by the Village Manager or designee.
  - b. A scale map of the subject property showing all lands for which the Conditional Use permit is proposed, and all other lands within 300 feet of the boundaries of the subject property, together with the names and addresses of the owners of all lands on said map as the same appear on

- the current records of the register of deeds. All lot dimensions of the subject property, a graphic scale, and a north arrow shall be provided.
- c. A written description of the proposed Conditional Use describing the type, duration, and density of activities, buildings, and structures proposed for the subject property and their general locations, plus such additional information as may be required for the particular land use under the Municipal Code.
  - d. A site plan of the subject property, with any alterations as may be proposed to accommodate the Conditional Use. Said site plan shall conform to any applicable requirements of the Municipal Code, and any additional requirements as may be specified for the particular land use under the Municipal Code. If the Conditional Use will make use of existing site improvements only, a site plan need only be of sufficient detail to confirm the portion of the site used by the Conditional Use.
  - e. Written justification for the proposed Conditional Use consisting of the reasons why the applicant believes the proposed Conditional Use is appropriate, particularly as evidenced by compliance with the approval criteria set forth in this section and all applicable requirements of this chapter.
  - f. Any other plans and information deemed necessary by the Village Manager or designee or the Plan Commission to ensure that the requirements of this chapter are or will be fulfilled.
  - g. Any required fee per the fee schedule approved by the Village Board.
5. *Review and recommendation.*
- a. The Village Manager or designee shall determine whether the application is complete and fulfills the requirements of this chapter. Only a complete application in the determination of the Village Manager or designee shall be entitled to a public hearing under subsection (6). the Village Manager or designee shall inform the applicant if the application is incomplete in his or her determination.
  - b. Once the Village Manager or designee determines that the application is complete, the Village Manager or designee shall authorize the public hearing and prepare a written evaluation of the application based on the criteria for evaluating Conditional Use permits in subsection (9) below. The Village Manager or designee shall forward a copy of the evaluation to the Village Plan Commission.
6. *Public hearing.* The Village Clerk shall schedule a public hearing before the Plan Commission to be held within 30 days after acceptance of a complete application as determined by the Village Manager or designee. Notice of the time, place, and purpose of such hearing shall be given by publication as a Class 2 Notice in conformance with the requirements of Wis. Stats. § 62.23(7)(d) and (de). The Village Clerk shall also send said notice to the applicant, and owners of record of all lands within 100 feet of

the boundaries of the subject property, at least five days prior to the date of such public hearing. Failure to mail said notice or failure to meet the time requirements herein, provided it is unintentional, shall not invalidate proceedings under this section.

7. *Review and recommendation by the Plan Commission.* Within 15 days after the public hearing, or an extension of said period requested in writing or electronic format by the applicant and granted by the Plan Commission, the Plan Commission shall make final recommendation on the Conditional Use permit request. Prior to acting on a Conditional Use permit application, the Plan Commission may request further information or additional reports from the Village Manager or designee, the applicant, outside experts or any other source. The commission may recommend approval of the Conditional Use as originally proposed, approval of the proposed Conditional Use with conditions or modifications, or denial of the proposed Conditional Use and shall include reasons therefore. Any action on the proposed Conditional Use permit requires a majority vote of commission members in attendance.
8. *Decision by the Village Board.* Within 45 days of the recommendation of the Village Plan Commission or within 60 days of the adjournment of the public hearing, whichever is longer, the Village Board shall, by resolution, make a final decision to grant, with or without conditions, or to deny each application for a Conditional Use permit after receiving and reviewing the Plan Commission's findings and recommendation and making its own findings as to whether or not the proposed use will satisfy the criteria for approval set forth in subsection (9). An appeal of a decision may be taken to the circuit court pursuant to Wis. Stats. § 62.23(7)(de)5 by any person, firm or corporation; any officer, department, board, commission or agency of the Village, who is aggrieved by the decision. The Village Board's determination shall be final and subject to appeal to the federal or state court under any procedure authorized by statute.
9. *Review criteria for Conditional Use permit.*
  - a. If the applicant meets, or agrees to meet, all of the applicable requirements specified in this chapter and conditions imposed by the Village Board, the Village Board shall under Wis. Stats. § 62.23(7)(de)2.a. grant the Conditional Use permit. The Village may require written agreement from the applicant in a form prescribed by the Village attorney.
  - b. Any decision to grant or deny the Conditional Use permit must be supported by substantial evidence, as that term is defined in Wis. Stats. § 62.23(7)(de)1.b. Any condition or modification must be related to the purpose of this chapter, reasonable, measurable to the extent practicable, and based on substantial evidence.

- c. To the extent consistent with sub-subsections a. and b., no Conditional Use permit shall be granted unless the Village Board finds that the use authorized thereby meets the following criteria:
    - i. The proposed Conditional Use is consistent with the comprehensive plan, this chapter, and all other plans, programs, and ordinances adopted by the Village.
    - ii. The proposed Conditional Use, in its proposed location and as depicted on the required site plan, will not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this chapter, the comprehensive plan, or all other plans, programs, and ordinances adopted by the Village.
    - iii. The proposed Conditional Use will maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
    - iv. The proposed Conditional Use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities, or services provided by public agencies serving the subject property.
    - v. The potential public benefits of the proposed Conditional Use outweigh potential adverse impacts of the proposed Conditional Use, after taking into consideration the applicant's proposal and any requirements recommended by the applicant to ameliorate such impacts.
10. *Issuance, notice, and recording of Conditional Use permit or denial.* Within 30 days following the granting of a Conditional Use permit, the Village Manager or designee shall issue to the applicant the approved Conditional Use permit. Said permit shall enumerate the details of the Conditional Use permit, including an identifiable description of the use and subject property and any specific conditions or requirements of approval. The Village Manager or designee may record the Conditional Use permit against the property, assigning all costs thereof to the applicant, and shall make record of the Conditional Use permit on the official zoning map. In the case of a denial of a Conditional Use permit, the Village Manager or designee shall provide written notification to the applicant that the Conditional Use permit was denied, including the reasons for denial.
  11. *Effect of denial.* No Conditional Use permit application that has been denied (either wholly or in part) shall be resubmitted for a period of 12 months from the date of said order of denial, except on grounds of new evidence or

proof of change of factors relative to the review criteria in subsection (8) that are found valid by the Village Manager or designee.

12. *Penalties, revocation, or modification of an approved Conditional Use permit.*
  - a. Any violation of an approved Conditional Use permit shall be subject to section 1-13 as well as equitable relief in circuit court.
  - b. A Conditional Use permit shall be automatically revoked if:
    - i. All buildings and other improvements authorized by the Conditional Use permit have not been developed, and the Conditional Use has not commenced operation, within two years of final site plan approval, unless the commission has extended this period by request of the applicant, based on reasons beyond the reasonable control of the applicant.
    - ii. Once initially made operational, the operation of the Conditional Use has been discontinued for a period exceeding eighteen (18) months. The burden of proof shall be with the Conditional Use permit holder or operator to conclusively demonstrate that the Conditional Use was operational during this period.
  - c. A Conditional Use permit may be revoked or modified by the Plan Commission, where the commission determines that the use, its operation, or associated improvements are not in compliance with (i) the terms of this chapter including one or more criteria in subsection (9) or (ii) the approved Conditional Use permit including any associated plan or approval condition. The commission may commence proceedings to consider revocation or modification, with such proceedings following the process in subsections (6) and (7). An appeal of any such decision shall be allowed per subsection (8).
13. *Duration and transfer.* The Village Board may approve a Conditional Use permit with a limitation on the permit's start date, duration, or transfer if such limitations(s) relate to the purpose of this chapter and the Conditional Use permit review criteria in subsection (9). Unless the commission approved a Conditional Use permit with a transfer limitation, or Municipal Code prescribes a transfer limitation for the particular Conditional Use, all requirements of the approved Conditional Use permit shall be continued regardless of ownership or operation of the subject property or use and shall run with the land, except as otherwise limited by this chapter or by a specific condition attached to the Conditional Use permit.
14. *Amendments to approved Conditional Use.* Any expansion of or amendment to a previously approved Conditional Use permit or grandfathered Conditional Use, including any change in an associated plan or approval condition found to be material by the Village Manager or designee, shall be processed in accordance with subsections (3) through



(11), except where its initial approval allowed expansion or amendment by some other process.

15. *Expansion or modification of Conditional Use.* Any substantial expansion or modification of any Conditional Use or any previously approved condition of such use, in the determination of the Village Manager or designee, shall require application and Village consideration of a new or amended Conditional Use permit under this section.

G. Tax Exempt Properties and Uses. With the exception of the Civic/Public Library Use and structures referenced above, no tax exempt structures or uses are permitted in PUDD1.

H. Utilities. All utilities shall be underground, including power and telephone.

I. Exterior Lighting. Illumination of buildings, signs, grounds and parking areas shall be in accordance with any lighting plan submitted with the Improvement Agreements.

J. Road Construction. All road construction shall comply with standards and specifications determined by the Village Engineer and approved by the Village Board.

K. Notification of Conditional Use Requirements and Tenant Changes. All owners of buildings who rent or lease space to businesses located in such buildings shall, at least 25 days prior to any addition or change of tenants or lessees who are leasing or renting space in such buildings, both notify prospective tenants of Conditional Use permit requirements and procedures under this chapter, and notify the village of any change or addition of tenants or lessees.

L. General Restrictions.

1. Outdoor activities shall be allowed in connection with Permitted Uses or Conditional Uses under this Section 125-109, including but not limited to restaurant dining, special events or public recreation, provided that the storage of materials shall be conducted wholly inside a building or buildings.
2. No use permitted in this district shall emit odor or fumes, gas, dust, smoke, or noise to an extent greater than the following maximum allowable levels:
  - a. Noise shall be so muffled as not to become objectionable due to intermittence, beat frequency or shrillness and shall at no time exceed street traffic noise during a normal weekday or weeknight.
  - b. Odor and fumes as defined and controlled by Wis. Stats. § 144.30.
  - c. Operation shall not exceed a number 1 rating on the Ringelmann smoke chart for periods aggregating four minutes in any 30-minute period.
  - d. Dust, dirt and fly ash shall not exceed 0.3 of a grain per cubic foot of flue gas at 60 degrees Fahrenheit, 17.71 psi absolute, and ten percent CO<sub>2</sub>, and shall in no manner be unclean, destructive or unhealthful, nor

shall visibility be impaired by opaqueness equivalent to number 1 of the Ringelmann chart.

- e. No vibration that is discernible to the human sense of feeling at any time at the property line shall be permitted.
  - f. Sewage waste shall conform to Village and Milwaukee Metropolitan Sewerage District standards.
3. No activities involving the storage, utilization or manufacture of materials or products that decompose by detonation shall be permitted.

M. Parking. There shall be no parking within 5 feet of any lot line.

N. Off-street parking and loading. Off-street parking and loading shall be in accordance with any master site plan submitted with the Improvement Agreements.

O. Signs. Signage shall be in accordance with any signage plan submitted with the Improvement Agreements.

P. Village Costs and Fees. Pursuant to Section 125-34, Petitioner shall be responsible for all Village professional fees and expenses as defined therein incurred in reviewing, negotiating, developing, drafting, processing the Petition, including enforcing this Ordinance, and PUDD1.

Table             
 DEVELOPMENT STANDARDS

Type of Standard	Standard
<b>Landscape Surface Ratio</b>	
Minimum Landscape Surface Ratio (LSR) per lot	15% minimum
<b>Lot Dimensional Requirements</b>	
Minimum Building Lot Area (s.f.)	3,600 s.f.
Building Site Area (% of building site s.f.)	70% maximum
Minimum Lot Width at Setback Line	40 feet
Minimum Front Yard (feet from lot line) <sup>5</sup>	0 feet
Minimum Side Yard (feet from lot line)	0 feet
Minimum Side Yard on Corner Lot (feet from lot line)	0 feet
Minimum Rear Yard (feet from lot line)	0 feet
<p>In connection with the approval of Site Plans and on recommendation of the Plan Commission, the Village Board may waive the above Landscape Surface Ratio or the Lot Dimensional Requirements or both within PUDD1. The Plan Commission may consider the applicable standards in making such recommendations.</p>	
<b>Maximum Building Height</b>	
Principal Structure (stories)	5.0
Accessory Structure (stories)	5.0
<b>Minimum Parking Requirements</b>	
Minimum Parking Spaces per square feet of floor area shall vary depending on Permitted Use <sup>6</sup>	See below
<p>Upon approval of Site Plans, the Plan Commission may waive the minimum parking requirements based on, among other factors, demand for and time of usage of parking spaces.</p>	

<sup>5</sup> Notwithstanding the foregoing, individual properties situated on North Port Washington Road and located north of West Glencoe Avenue shall have a minimum front yard setback of 100 feet from the lot line.

<sup>6</sup> Parking ratios shall be as follows: 4 spaces for every 1,000 s.f. of professional services/general office and medical office/general medical space, 4 spaces for every 1,000 s.f. of general commercial retail/fitness space, 8 spaces for every 1,000 s.f. of restaurant space, and 1.4 spaces for each residential unit, but in any event, such parking ratios shall apply to the aggregate of off-street, on-street and structured parking.

Section Four: In the event of any inconsistency or conflicts, between this Ordinance, and any prior Village ordinance, this Ordinance shall control.

Section Five: The terms and provisions of this Ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

Section Six: Any ordinances or parts of ordinances contravening the provisions of this ordinance are hereby and to such extent repealed.

Section Seven: This ordinance shall take effect and be in force upon its passage and publication.

PASSED AND ADOPTED by the Board of Trustees of the Village of Bayside on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

\_\_\_\_\_  
Eido Walny, President

\_\_\_\_\_  
Lynn Galyardt, Clerk

“ \_\_\_\_\_ ” DEVELOPMENT

SITE DEVELOPMENT PHASE

PUBLIC IMPROVEMENT AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the VILLAGE OF BAYSIDE, a municipal corporation, with principal offices located at 9075 North Regent Road, Bayside, WI 53217, hereinafter called "VILLAGE" and BAYSIDE DEVELOPMENT PARTNERS, LLC, a Wisconsin limited liability company, with principal offices at \_\_\_\_\_, WI 532 \_\_, hereinafter called "DEVELOPER".

RECITALS

A. DEVELOPER has proposed the demolition of existing public and private improvements, the installation of new public and private infrastructure and site preparation for redevelopment of a mixed-use project containing professional services, health/fitness, general commercial, medical office, retail, restaurant, civic/recreational, public library, multi-family housing, hospitality and office components on approximately 26.5288 acres, located at the northwest corner of Brown Deer Road and Port Washington Road and bound by Interstate Highway 43 on the West and White Oak Lane on the North, hereinafter called "DEVELOPMENT".

B. DEVELOPMENT is currently zoned, per Ordinance \_\_ (\_\_\_\_\_, 2021), as a Planned Development District Number One ("PUDD1") (hereinafter, the "Ordinance") and meets the criteria of its zoning as established in Section 125-109 of the Bayside Municipal Code.

C. DEVELOPER plans to construct DEVELOPMENT and certain site work and Required Construction / Improvements must be installed.

D. VILLAGE and DEVELOPER are executing this Agreement to confirm the way construction of site work and Required Construction / Improvements for the DEVELOPMENT will be performed in compliance with the Ordinance.

NOW, THEREFORE and in consideration of the approval of DEVELOPMENT by VILLAGE, DEVELOPER promises, covenants and agrees as follows:

**SECTION 1. PARTIES BOUND**

This Agreement is supplementary to and in conjunction with the Ordinance and relating to DEVELOPMENT which is made a part hereof and incorporated herein as part of this Agreement. This Agreement shall be binding upon DEVELOPER, its successors and assigns.

A "Notice of Public Improvements Agreement" shall be recorded at the Register of Deeds Office, Milwaukee County, Wisconsin, which shall be legal notice of this Agreement.

## **SECTION 2. PROJECT PHASING**

DEVELOPER has proposed a multi-phased approach for the overall construction of DEVELOPMENT. A copy of the approved Master Site Plan and Master Site Phasing Plan is attached hereto as Exhibit No. 1.

DEVELOPER acknowledges that this Agreement pertains to the site development phase of DEVELOPMENT and that certain public and private improvements (sanitary sewer, water main, storm sewer/stormwater management, roadways, traffic signals, street lighting, site grading, erosion control, gas, electric, landscaping, etc.) are required to be installed to provide the necessary infrastructure base and site measures for DEVELOPMENT to allow DEVELOPER to continue with the desired phased development approach.

DEVELOPER acknowledges that separate VILLAGE approvals, DEVELOPER Agreements, and Public Improvement Agreements for Building Development may be needed for the approval and construction of future Phases within DEVELOPMENT, as DEVELOPER proceeds with development.

## **SECTION 3. LAND DIVISION / RIGHT-OF-WAY VACATION / RIGHT-OF-WAY DEDICATION**

DEVELOPER acknowledges that prior to VILLAGE 'Acceptance' of, or use of any new public infrastructure by the general public, the necessary public right-of-way and/or public utility easements containing said public infrastructure must be dedicated and/or legally conveyed at the VILLAGE'S sole discretion and at no cost to the VILLAGE. See Section 12 of this Agreement for VILLAGE approval and acceptance procedures for public improvements.

## **SECTION 4. PLAN REVIEW / APPROVALS**

DEVELOPER acknowledges that DEVELOPMENT plans and specifications are subject to review and approval by the VILLAGE and other outside agencies. DEVELOPER agrees to obtain the necessary agency approvals for all plans and specifications that may be required as part of DEVELOPMENT.

DEVELOPER acknowledges that any material alterations to the approved Master Site Plan or any proposals to construct future phases of DEVELOPMENT (from that contained in this AGREEMENT) may require a separate review and approval by the VILLAGE. Said review and approval may include the execution of a separate DEVELOPER Agreement specific to the proposal to identify potential conflicts with, or alteration to prior approvals granted as part of this AGREEMENT, or other Agreements related to DEVELOPMENT.

## **SECTION 5. REQUIRED CONSTRUCTION / IMPROVEMENTS**

In order to construct DEVELOPMENT, DEVELOPER acknowledges it must prepare the necessary civil construction plans and to obtain and comply with all required VILLAGE and non-VILLAGE approvals (plan review, specifications, permits, etc.) associated with said approvals. Unless otherwise specified in this Agreement or specified on the approved civil construction plans, all improvements that are outside of the current limits of public right-of-way shall be considered private and all improvements that are within the current limits of public right-of-way shall be considered public.

NTD – All streets, sidewalks, lighting, utilities inside DEVELOPMENT are to be privately owned and maintained and the VILLAGE indemnified.

Required Construction / Improvements shall include, but are not limited to:

Demolition	Sidewalks
Erosion Control	TIA Alterations
Grading	Traffic Signals
Sanitary Sewer	Street Lighting System
Storm Sewer / Stormwater Management	Pavement Marking / Street Signage
Water Main	Forestry / VILLAGE Street Trees
Service Laterals	System Streetscaping
Roadway	Private Utilities (Gas, Electric, Telecommunication)

[SUCH LIST OF REQUIRED CONSTRUCTION/IMPROVEMENTS SHALL BE MODIFIED AS APPROPRIATE, DEPENDING ON FINAL MASTER SITE PLAN]

A list of approving agencies may include, but is not limited to:

Wisconsin Department of Natural Resources (WDNR)	Milwaukee Metropolitan Sewerage District
Wisconsin Department of Administration (WDOA)	Southeastern Wisconsin Regional Planning Commission
Wisconsin Department of Commerce (WDOC)	We Energies
Wisconsin Department of Transportation (WDOT)	Telecommunications (ATT, Spectrum, etc.)
Milwaukee County (Including Transit System)	Village of Bayside
Village of Bayside Sewer Utility	City of Mequon Water Utility
Village of Bayside Stormwater Utility	North Shore Fire Department
	North Shore Health Department

Required Construction / Improvements and required agency approvals and specifications are subject to change during DEVELOPMENT review, approval and construction processes. DEVELOPER acknowledges that all costs related to the creation of the required construction plans, review costs, agency approvals and permits shall be at DEVELOPER expense.

A list of the required civil construction plans and related Exhibit numbers has been provided below in Section 16, subject to change.

## **SECTION 6. SPECIAL PROVISIONS FOR REQUIRED CONSTRUCTION / IMPROVEMENTS**

A. **DEMOLITION OF EXISTING BUILDINGS AND INFRASTRUCTURE.** Demolition of DEVELOPER owned buildings shall be subject to the issuance of a demolition permit by VILLAGE. Terms and conditions associated with said demolition shall be contained in the permit. This may include the need for erosion control measures/permits or inspection by VILLAGE staff depending on the nature, size and scope of the requested demolition. Demolition activities may be permitted to take place with the installation of new roadway and utility infrastructure as these items have cause to be modified.

B. STORM SEWER / STORMWATER MANAGEMENT. DEVELOPER acknowledges its responsibility to provide stormwater management for DEVELOPMENT. The approved stormwater management plan shall be placed on file in the office of the VILLAGE Engineer and has not been attached. DEVELOPER hereby subjects DEVELOPMENT to, and agrees to the following stormwater management terms, conditions and obligations:

1. DEVELOPER agrees to install and maintain stormwater management system, basin(s) and practices in accordance with Section 107 of the VILLAGE Municipal Code, Milwaukee Metropolitan Sewerage District Chapter 13, the Wisconsin Administrative Code NR 151 and per the approved plans and permit(s) conditions on file in the VILLAGE Engineer.

2. DEVELOPER agrees to perform and provide information and/or test as may be required to meet VILLAGE, MMSD and WDNR regulations pertaining to DEVELOPMENT stormwater management plan, stormwater management system, basin(s) and practices.

3. Upon completion of construction, DEVELOPER agrees to provide VILLAGE with the certification of a Professional Engineer licensed in the State of Wisconsin verifying that the stormwater management system, basin(s) and practices have been constructed as designed. In addition, DEVELOPER agrees to promptly take all necessary, corrective actions to properly remedy and construct stormwater management system, basin(s) and practices as designed if deficiencies are found during the certification process. VILLAGE will provide certification requirements upon request.

4. DEVELOPER agrees to be solely responsible for the operation, maintenance, upkeep, and repair of the stormwater management system, basin(s) and practices for DEVELOPMENT and other responsibilities and liability as set forth in this Agreement ("Obligations"). Upon sale of DEVELOPMENT, or portions of DEVELOPMENT to another party, DEVELOPER shall ensure that the necessary documents are executed between parties to properly convey and transfer the applicable stormwater management Obligations as set forth in Section 6.C of this Agreement to ensure that the stormwater management Obligations are maintained in perpetuity. At no time shall VILLAGE be responsible for the operation, maintenance, upkeep and repair of the stormwater management system, basin(s) or practices, except for public storm sewer improvements once formally accepted by VILLAGE, or to the extent that any repair is necessitated as a result of the direct negligence or willful misconduct of the VILLAGE, its employees, agents or contractors. Neither the VILLAGE or its insurer shall be responsible or liable for any amount subject to statutory or common law immunity or any amount greater than the limits of liability for municipal claims against municipalities established by Wisconsin Law.

5. DEVELOPER grants and authorizes VILLAGE, in the event DEVELOPER does not comply with the VILLAGE-approved stormwater management plan for the DEVELOPMENT (within ten (10) business days of written notification) relating to said stormwater management system, basins(s) and practices, to access DEVELOPMENT stormwater management system, basin(s) and practices and proceed to do any work reasonably ordered and charge same to DEVELOPER. Said charges may be collected through a VILLAGE invoice or in the same manner as special charge pursuant to Section 66.0627 Wis. Stats. on the property tax bill for all or part of the DEVELOPMENT (as appropriate).



6. By execution of this document, DEVELOPER grants the VILLAGE a permanent Stormwater Management Maintenance Easement, which includes a suitable ingress and egress route. The boundary of said Easement will be included on the certified survey map prepared by DEVELOPER and shall contain language clearly conveying said Easement interest to VILLAGE.

7. The term 'basin(s)' as used in this Section can refer to an above ground or below ground stormwater management basin, structure or facility.

C. WATER MAIN/SYSTEM. Subject to City of Mequon Water Utility standards.

D. PUBLIC ROADWAY / SIDEWALKS. DEVELOPER shall install, own, and maintain all roadways and sidewalks not located in the current public right-of-way and, at DEVELOPER'S option, may install all such roadways and sidewalks in the public right-of-way. For bituminous asphalt roadways, the concrete curb and gutter, crushed aggregate base course, asphalt binder and asphalt curb wedges must be installed as part of the initial construction. The installation of surface asphalt may be phased in conjunction with construction coordination, however the placement of any surface asphalt must be agreed to by VILLAGE and DEVELOPER before installation. Sufficient surface asphalt (i.e. first lift) must be installed before the issuance of the first occupancy permit with final lift applied within six (6) months of the issuance of such permit, subject to reasonable adjustment based on weather conditions.

E. ALTERATIONS TO EXISTING PUBLIC ROADWAYS / SIDEWALK / UTILITIES. Given DEVELOPMENT proximity to major public roadways, DEVELOPER has caused the creation of a Traffic Impact Analysis study, dated \_\_\_\_\_, 20\_\_ (hereinafter 'TIA'), for DEVELOPMENT. DEVELOPER, as part of construction of DEVELOPMENT, agrees to comply with the requirements of the TIA and subsequent review comments by the VILLAGE, WDOT and Milwaukee County as part of the approval of the TIA. A copy of the approved TIA is on file in the office of the VILLAGE Engineer and has not been attached.

F. TRAFFIC SIGNALS. DEVELOPER acknowledges that the inclusion of new traffic signal facilities and adjustment to existing traffic signal facilities and related traffic inter-connect requirement are included in the approved TIA. Some of these facilities may physically lie outside of the limits of DEVELOPMENT.

DEVELOPER, as part of construction of DEVELOPMENT, agrees to comply with all traffic signal requirements of the TIA. Traffic signal facilities shall be maintained and operated by the VILLAGE, at its cost, on West Brown Deer Road and North Port Washington Road. DEVELOPER shall maintain all other traffic signals within the DEVELOPMENT.

G. STREET LIGHTING SYSTEM. Any street lighting systems installed by DEVELOPER along private streets must be approved and permitted by VILLAGE prior to installation. Street lights shall be maintained and operated by DEVELOPER, at its cost, on abutting portions of West Brown Deer Road, North Port Washington Road and all other streets within the DEVELOPMENT.

H. PAVEMENT MARKING & STREET SIGNAGE PLAN. Any DEVELOPMENT 'wayfinding' signage installed by DEVELOPER in public right-of-way must be approved and permitted by VILLAGE prior to installation. DEVELOPER is responsible for all costs associated with the

installation, operation and maintenance of said 'wayfinding' signage installed by DEVELOPER for DEVELOPMENT and for all signage within the DEVELOPMENT.

I. STREETSCAPING. Streetscaping shall include but not be limited to roadway pavers, colored concrete / asphalt, decorative street lighting, banners, decorative signage/way finding signs, flower beds, shrubs and some types of trees. If questions arise on streetscaping, VILLAGE shall make the final determination on the approval of a given streetscaping feature. DEVELOPER shall install and maintain all streetscaping features.

J. PRIVATE UTILITIES (Electric, Water, Sewer, Gas, Telephone, CATV, etc.). DEVELOPER acknowledges its responsibility, as part of this Agreement and the approval of DEVELOPMENT, to provide a plan for private utilities that shows the proposed location of private utilities that are needed to facilitate DEVELOPMENT. DEVELOPER will install all such utilities in the DEVELOPMENT, which utilities shall be, and remain, privately owned and which shall be properly connected to public utilities located outside of the DEVELOPMENT.

DEVELOPER acknowledges that all new private utilities shall be installed as underground utilities, and once installed, shall conform to the proposed plans approved by the VILLAGE. DEVELOPER remains responsible to remedy any deficiencies if any private utilities are not installed consistent with the plans approved by the VILLAGE.

DEVELOPER agrees to be responsible for any and all liability and hold VILLAGE harmless from any and all claims arising out of the existence of those items not within the public right of way and, to the extent maintenance is the obligation of the DEVELOPER, maintenance of said stormwater system, water main and system roadways and sidewalks, traffic signals, private utilities, street lighting, pavement marking street signage, and streetscaping practices and appurtenances, except for such claims as may be the result of the direct negligence or willful misconduct of the VILLAGE, its employees, agents or contractors. Neither the VILLAGE nor its insurer shall be responsible or liable for any amount subject to statutory or Common Law immunity or any amount greater than the limits of liability for municipal claims established by Wisconsin Law.

## **SECTION 7. OTHER SITE CONSIDERATIONS**

A. FENCING. DEVELOPER may propose for the VILLAGE'S approval the placement of a temporary construction fence around DEVELOPMENT during construction as a means to shield the site and to increase security in DEVELOPMENT. DEVELOPER agrees that said fencing shall not unreasonably impede VILLAGE ingress and egress to DEVELOPMENT.

## **SECTION 8. EASEMENTS**

DEVELOPER acknowledges its responsibility to ensure that the necessary easements to facilitate public utilities, private utilities, and other DEVELOPMENT related needs are contained on the certified survey map and noted accordingly, or created through the use of other standalone documents.

Upon completion of DEVELOPMENT, DEVELOPER acknowledges that it shall cause the release or extinguishment of any un-needed public or private easements.

**SECTION 9. CONSTRUCTION ACTIVITIES OF REQUIRED CONSTRUCTION / IMPROVEMENTS**

A. TIME OF COMPLETION. DEVELOPER shall, entirely at its expense, within a period of [ ] ( ) months commencing with the execution of this Agreement, construct, install, furnish and provide the 'Required Construction / Improvements'.

B. VILLAGE INSPECTION.

1. For VILLAGE public improvements, utilities, utility connections, oversight of all construction and maintenance shall be performed under the direction of the VILLAGE, or its designee, at DEVELOPER expense. VILLAGE shall decide all questions which arise as to the amount, quality and acceptability of materials furnished, work performed, specifications and regulations and acceptable fulfillment of Required Construction / Improvements associated with the DEVELOPMENT.

2. If any work is covered up without approval or consent of VILLAGE, it will, if required by VILLAGE, be uncovered for examination at DEVELOPER expense. Re-examination of questioned work may be ordered by VILLAGE and if so ordered, the work will be uncovered by DEVELOPER at DEVELOPER expense. If such work is found not in accordance with the approved plans, specification and regulations, DEVELOPER shall replace or repair work as required by VILLAGE at DEVELOPER expense.

C. RESTORATION. DEVELOPER acknowledges responsibility to (at VILLAGE's reasonable discretion) restore the areas affected by any construction associated with DEVELOPMENT to the condition it was prior to construction, including but not limited to, grading to blend with existing topography to ensure proper drainage, sodding disturbed area, replacement of all disrupted driveways, restoration of any damaged street pavement/shoulders, and replacement of any private trees/bushes/plantings which were removed/damaged in right-of-way and/or on a 3<sup>rd</sup> party's private property.

D. NOISE. DEVELOPER agrees to make every reasonable effort to minimize noise, dust and similar disturbances. In accordance with Section 35-176 of the VILLAGE Municipal Code, construction activities, including idling of trucks in the VILLAGE, shall not begin before 7:00 am or continue after 7:00 pm during weekdays and Saturdays. Construction activities are not allowed on Sundays and Holidays. All other noise criteria shall be in conformance with VILLAGE codes. DEVELOPER reserves the right to request adjusted work hours for times other than as stated above if construction factors, and other circumstances warrant said request. Said request will be made to the office of the VILLAGE Engineer. DEVELOPER acknowledges that VILLAGE must first approve said request prior to DEVELOPER commencing work during adjusted work hours.

E. PRE-CONSTRUCTION MEETING. DEVELOPER acknowledges that a pre-construction meeting shall be held prior to the commencement of construction activities in DEVELOPMENT. Due to demolition and other phased construction activity, there may be a need for one, or several pre-construction meeting(s). VILLAGE shall decide whether pre-construction meetings are warranted.

F. CONSTRUCTION TRAFFIC. Specific details regarding construction traffic and routing will be discussed during pre-construction meetings.

G. PLAN MODIFICATION / PLAN REVIEW STATUS. DEVELOPER requests for material modifications of the approved plans during construction are to be submitted by DEVELOPER in a manner similar to the application for Plan Commission review. DEVELOPER shall provide such detailed drawings and/or other information as VILLAGE requires and reimburse VILLAGE for the review related expenses incurred by VILLAGE and any retained consultants. VILLAGE shall decide the extent of review required and determine if VILLAGE action is warranted.

#### **SECTION 10. INTENTIONALLY OMITTED**

#### **SECTION 11. PAYMENT OF VILLAGE COSTS AND FEES**

DEVELOPER, pursuant to Section 125-34 of the Municipal Code, shall pay and reimburse the VILLAGE promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the VILLAGE in connection with the development, amendment, administration and enforcement of this Agreement, relative to the construction, installation, inspection, dedication (as applicable), and acceptance (as applicable) of all aspects of the DEVELOPMENT, including without limitation planning, design, engineering, review, accounting, supervision, inspection and legal fees, administrative, and financial consulting. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be assessed against the Property and each Lot as a special charge pursuant to Section 66.0627 of the Wisconsin Statutes (DEVELOPER HEREBY SPECIFICALLY CONSENTS TO SUCH SPECIAL CHARGE AND WAIVES ANY OBJECTIONS THERETO TO THE FULLEST EXTENT OF THE LAW).

#### **SECTION 12. APPROVAL AND ACCEPTANCE OF PUBLIC IMPROVEMENTS**

DEVELOPER shall comply with the following language related to VILLAGE approval and acceptance of public improvements prior to any public improvement dedication taking place:

All Required Construction / Improvements shall be and remain the property of DEVELOPER until final acceptance by VILLAGE of those items to be dedicated in accordance with the Master Site Plan and thereupon shall be turned over to and delivered to VILLAGE without cost and shall become VILLAGE property.

Upon completion of the Required Construction / Improvements in DEVELOPMENT as covered by this Agreement and in accordance with the terms, conditions, plans and specifications incorporated herein, DEVELOPER shall request final VILLAGE acceptance of said Required Construction / Improvements. At time of request, DEVELOPER may certify to VILLAGE that it has followed all designs, plans and specifications, materials and any alterations and modifications, as approved by VILLAGE and also as contained in this Agreement. Said certification shall enumerate, in written form, any changes, alterations or modifications from previous VILLAGE approvals and/or the terms of this Agreement. Upon certification by DEVELOPER, VILLAGE shall make an inspection of the work. VILLAGE will provide DEVELOPER, within thirty (30) days of completed VILLAGE inspection, either:

a. A notice of rejection from VILLAGE indicating that the Required Construction / Improvements are not in sufficient condition for inspection by VILLAGE,

b. A notice of specific requirements that VILLAGE requires prior to issuance of a certificate of acceptance of installation for Required Construction / Improvements, or

c. A certificate of acceptance of installation for Required Construction / Improvements.

In the event that no certificate of acceptance, specific requirements, or denial of acceptance are provided to DEVELOPER within said thirty (30) days, then acceptance shall be deemed to have occurred. Said 30-day time period will start upon VILLAGE receipt of the notification with certification from DEVELOPER. Final acceptance by VILLAGE shall effectuate transfer of title. Due to the nature of construction, in the event that any VILLAGE accepted Required Construction / Improvements are damaged by DEVELOPER after VILLAGE acceptance due to, but not limited to additional utility and pavement installations or other work by DEVELOPER, VILLAGE reserves the right to order DEVELOPER to remedy said defect at DEVELOPER's expense. Failure by DEVELOPER to remedy said defect will result in the denial of a notice of compliance, Occupancy Permit, or other action by VILLAGE until said defect is repaired.

### **SECTION 13. BUILDING AND OCCUPANCY PERMITS**

A. **BUILDING PERMITS.** VILLAGE may withhold or suspend building permits for individual buildings constructed within the DEVELOPMENT in case of any default pertaining to this Agreement on the part of DEVELOPER.

B. **OCCUPANCY PERMITS.**

1. VILLAGE may withhold occupancy permits for individual buildings constructed within the DEVELOPMENT in case of any default pertaining to this Agreement on the part of DEVELOPER.

2. DEVELOPER agrees that said land division identified in Section 3 of this Agreement must be approved by VILLAGE and recorded prior to the issuance of an occupancy permit for any building constructed within the DEVELOPMENT.

### **SECTION 14. PLAN REPRODUCTION / RECORD DRAWINGS**

DEVELOPER agrees to provide VILLAGE with a) a full sized, paper set of the Civil Site Construction Plans, b) electronic PDF images of the Civil Site Construction Plans and c) electronic CAD files of the Civil Site Construction Plans Microstation V8i, or VILLAGE acceptable compatible software format. DEVELOPER hereby grants the VILLAGE the right to utilize these materials as needed for VILLAGE mapping and record keeping needs.

Upon completion of construction activities, VILLAGE will complete the necessary as-built construction records for Public Improvements installed, or modified as a result of DEVELOPMENT, at DEVELOPER expense.

Upon completion of construction activities, DEVELOPER will complete the necessary as-built construction records for Private Improvements installed, or modified as a result of DEVELOPMENT.

**SECTION 15. PRIOR VILLAGE CONDITIONS**

It is mutually agreed that all terms and conditions pertaining to DEVELOPER as imposed by VILLAGE Plan Commission and VILLAGE Board as set forth in their official minutes, are made a part hereof by reference as though fully set forth herein.

**SECTION 16. EXHIBITS**

It is mutually agreed that all exhibits referred to and/or attached hereto are made a part of this Agreement. Any conditions contained in any approvals as called for therein are also incorporated within this Agreement and made a part hereof. Exhibits incorporated into this Agreement include the following, as applicable:

- Exhibit 1      Master Site / Phasing Plan
- Exhibit 2      Grading Plans
- Exhibit 3      Sanitary Sewer Plans
- Exhibit 4      Storm Sewer Plans
- Exhibit 5      Water Main Plans
- Exhibit 6      Street / Sidewalk Plans
- Exhibit 7      Brown Deer Road and Port Washington Road Alteration Plans (T.I.A. plans)
- Exhibit 8      Traffic Signal Plans
- Exhibit 9      Street Lighting Plans
- Exhibit 10     Pavement Marking / Street Signage Plans
- Exhibit 11     Street Tree / Landscaping Plan
- Exhibit 12     Private Streetscaping Plan

**SECTION 17. EMERGENCY ACCESS**

DEVELOPER shall allow VILLAGE right of entry in all areas of DEVELOPMENT for the purposes of fire, police and other emergency response situations.

**SECTION 18. DEVELOPER CONTROLS**

The work shall be under the full charge and care of DEVELOPER until accepted by VILLAGE. DEVELOPER shall be responsible for the work of its contractors and every part thereof, for all materials, tools, appliances and property of every description used in connection therewith. DEVELOPER shall specifically and distinctly assume and does so assume all risks of damage or injury to property or persons used or employed on or in connection with the work, and of all damage or injury to any persons or property wherever located, resulting from any action or operation under this

Agreement or in connection with the work, and undertakes and promises to protect and defend VILLAGE against all claims on account of any such damage or injury.

DEVELOPER shall, in the performance of this Agreement, comply with and give all stipulations and representations required by applicable federal, state and local laws, ordinances and regulations. DEVELOPER shall also require such compliance, stipulations and representations with respect to any contract entered into by DEVELOPER with others (pertaining to the work covered by this Agreement) as may be required by all applicable federal, state and local laws, ordinances and regulations. Should DEVELOPER fail with respect to any of these provisions, it shall indemnify and hold harmless, VILLAGE and all of its officers, agents, and employees from any liability or damage on account of such failure.

#### **SECTION 19. GUARANTY PERIOD**

DEVELOPER shall remedy or cause to be remedied any defects in materials or workmanship which shall appear within a period of one year from the date of VILLAGE'S acceptance of any Required Construction / Improvements.

#### **SECTION 20. UNAUTHORIZED COMMENCEMENT OF WORK**

In the event DEVELOPER proceeds to make improvements without first having received the approval of VILLAGE or, in the event that DEVELOPER proceeds in a manner which does not comply with the plans and specifications as approved by VILLAGE, VILLAGE may take action to stop construction of the improvements. Action by VILLAGE shall consist of a notice to DEVELOPER who is proceeding in violation of, or without approval, which notice shall be in writing, addressed to the last known post office address of DEVELOPER and which notice shall be sent by postage prepaid United States certified mail or by hand delivery or confirmed email. The notice shall advise DEVELOPER of the nature of the violation and shall order immediate cessation of work on the improvements, which order DEVELOPER must comply with. DEVELOPER may request a meeting with VILLAGE which shall be granted within two (2) workdays of the request. If DEVELOPER can demonstrate compliance with approved plans and specifications to the satisfaction of VILLAGE, VILLAGE shall rescind its order stopping construction.

#### **SECTION 21. DEVELOPER DEFAULT; VILLAGE REMEDIES**

If DEVELOPER is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if it or its contractors disregard statutes, ordinances, regulations, orders, or the instruction of VILLAGE, or if it fails to perform any provisions of this Agreement, then VILLAGE, upon determination that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy of VILLAGE, including the right to damages, and after giving DEVELOPER and its surety ten (10) days' written notice and opportunity to cure the alleged deficiency or failure to perform, take possession for the sole purpose of completing said work of the premises and of all materials, tools, equipment and plant thereon and finish the work by whatever method it may deem expedient; provided that, if it will reasonably take more than ten (10) days to cure such default, Developer shall be afforded additional time reasonably required to cure such default, provided, further, that Developer commences to cure such default within ten (10) days after receipt of notice of default and thereafter diligently pursues curing such default. DEVELOPER in the event of its default shall pay VILLAGE the cost of so administering and completing the work.

In addition, in the event that performance has not been commenced within ten (10) days from the date of notice to DEVELOPER of suspension of the work, then VILLAGE has the right to continue in possession of and utilize, for the completion of the work, any and all materials, tools, and equipment which DEVELOPER or its contractors have had delivered upon the site of the work and to prosecute the work to completion as it may deem expedient and at the expense of DEVELOPER.

Whether or not VILLAGE elects to take charge of the work, DEVELOPER shall be liable to VILLAGE for its damages sustained by failure to complete the work on time, in addition to the cost of completion of the work.

Written Notice shall be deemed given if delivered by certified or registered mail to DEVELOPER at:

Bayside Development Partners, LLC  
c/o Cobalt Partners LLC  
400 North Broadway  
Suite 100  
Milwaukee, WI 53202.  
Attn: Scott J. Yauck

Bayside Development Partners, LLC  
c/o La Macchia Holdings

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Bayside, WI 53217  
Attn: William La Macchia

## **SECTION 22. DEVELOPERS INDEMNITY**

In addition to, and not to the exclusion or prejudice of, any other provisions of this Agreement, DEVELOPER shall indemnify and hold VILLAGE, its officers, agents and employees harmless, and shall defend the same, from and against any and all liability, claims, loss damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees and the like, to whomsoever owned and whomsoever and whensoever brought or obtained, which may in any manner result from or arise in the course of or out of the performance of the work and this Agreement, expressly including, though not limited to: negligence and the breach of any duty whether imposed by statute, ordinance, regulation, order, decree of law, or by contract, on the part of DEVELOPER or its officers, employees, agents, workmen, or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, the infringement of any patent, trademark, trade name, or copyrights claims arising under any law including Workmen's Compensation Law.

In every such case where judgment is recovered against VILLAGE, if notice has been given to DEVELOPER of the pendency of suit within thirty (30) days after its commencement, the judgment shall be conclusive upon DEVELOPER, not only as to the amount of damages, but also as to its liability to VILLAGE.



**SECTION 23. VILLAGE APPROVALS**

Throughout this Agreement, whenever the approval of the VILLAGE is required, the approval of the VILLAGE Board (or designee), confirmed by the VILLAGE Clerk, shall constitute VILLAGE approval; and whenever the approval of VILLAGE staff shall be required, the approval by the VILLAGE Manager shall constitute VILLAGE staff approval.

[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

DEVELOPER

BAYSIDE DEVELOPMENT PARTNERS, LLC

By: Cobalt Partners LLC, Administrative Agent

By: \_\_\_\_\_  
Scott J. Yauck, Sole Member and Manager

STATE OF WISCONSIN            )  
  ) SS.  
COUNTY OF MILWAUKEE        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2021, the above-named Scott J. Yauck, Sole Member and Manager of Cobalt Partners LLC, Administrative Agent for Bayside Development Partners, LLC, a Wisconsin Limited Liability Company, to me known to be the person who executed the foregoing instrument on behalf of Bayside Development Partners, LLC, and acknowledged that he executed the foregoing instrument on behalf of said limited liability company by its authority.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Notary Public, Milwaukee County, Wisconsin

My Commission Expires: \_\_\_\_\_

The Above Agreement is Accepted:

VILLAGE OF BAYSIDE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN        )  
  ) SS  
MILWAUKEE COUNTY        )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2021 \_\_\_\_\_, VILLAGE President and \_\_\_\_\_, VILLAGE Clerk, of the above named VILLAGE of Bayside, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such VILLAGE President and VILLAGE Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Notary Public, Milwaukee County, Wisconsin

My Commission Expires: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Bayside Legal Counsel

This Instrument was drafted by Marvin Bynum II.

“ \_\_\_\_\_ ” DEVELOPMENT  
\_\_\_\_\_ BUILDING DEVELOPMENT  
PUBLIC IMPROVEMENT AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the VILLAGE OF BAYSIDE, a municipal corporation, with principal offices located at 9075 North Regent Road, Bayside, WI 53217, hereinafter called "VILLAGE" and **[INSERT NAME OF OWNER/DEVELOPER OF INDIVIDUAL BUILDING]**, a Wisconsin limited liability company, with principal offices at \_\_\_\_\_, WI 532\_\_, hereinafter called "DEVELOPER".

RECITALS

A. VILLAGE and Bayside Development Partners, LLC previously entered into a Public Improvement Agreement (Site Development), dated as of \_\_\_\_\_, 2021 ("Site Development Agreement") for the overall site development and public infrastructure work for the \_\_\_\_\_ Development currently zoned, per Ordinance \_\_\_\_ (\_\_\_\_\_, 2021), as a Planned Unit Development District #1 (hereinafter, "PUDD1").

B. DEVELOPER has proposed the development of a **describe individual building and location**, hereinafter called "DEVELOPMENT".

C. DEVELOPMENT is located within the \_\_\_\_\_ Development and meets the criteria of its zoning as established in PUDD1 and the Site Development Phase Public Improvement Agreement.

D. DEVELOPER plans to construct DEVELOPMENT and certain site work and required improvements must be installed.

E. VILLAGE and DEVELOPER are executing this Agreement to confirm that the DEVELOPMENT constructed in accordance with this Agreement will comply with PUDD1 and to confirm the way construction of site work and required improvements for the DEVELOPMENT will be performed.

NOW, THEREFORE and in consideration of the approval of DEVELOPMENT by VILLAGE, DEVELOPER promises, covenants and agrees as follows:

**SECTION 1. PARTIES BOUND**

This Agreement is supplementary to and in conjunction with PUDD1 and the Site Development Phase Public Improvement Agreement, relating to DEVELOPMENT which is made a part hereof and incorporated herein as part of this Agreement. This Agreement shall be binding upon DEVELOPER, its successors and assigns.

A "Notice of Public Improvements Agreement" shall be recorded at the Register of Deeds Office, Milwaukee County, Wisconsin, which shall be legal notice of this Agreement.

## **SECTION 2. BUILDING DEVELOPMENT**

DEVELOPER has proposed development of a [describe individual building]. A copy of the approved Site Plan for the DEVELOPMENT is attached hereto as Exhibit No. 1.

DEVELOPER acknowledges that this Agreement pertains to the construction of the DEVELOPMENT and that connections to certain public and private improvements (sanitary sewer, water main, gas and electric utilities, and storm sewer/stormwater management), as well as site grading, erosion control, and landscaping) are required to be installed to complete the DEVELOPMENT.

VILLAGE acknowledges and confirms that the DEVELOPMENT as depicted on the Exhibit 1 Site Plan complies with PUDD1, subject to DEVELOPER complying with the provisions of this Agreement.

## **SECTION 3. LAND DIVISION**

The DEVELOPMENT will be constructed on Lot \_\_\_ of CSM \_\_\_, as more particularly described on Exhibit 2 attached hereto.

## **SECTION 4. PLAN REVIEW / APPROVALS**

DEVELOPER acknowledges that DEVELOPMENT plans and specifications are subject to review and approval by the VILLAGE and other outside agencies. DEVELOPER agrees to obtain the necessary agency approvals for all plans and specifications that may be required as part of DEVELOPMENT.

## **SECTION 5. REQUIRED CONSTRUCTION / IMPROVEMENTS**

In order to construct DEVELOPMENT, DEVELOPER acknowledges it must prepare the necessary civil construction plans and to obtain and comply with all required VILLAGE and non-VILLAGE approvals (plan review, specifications, permits, etc.) associated with said approvals. Unless otherwise specified in this Agreement or specified on the approved civil construction plans, all improvements that are outside of the current limits of public right-of-way shall be considered private and all improvements that are within the current limits of public right-of-way shall be considered public.

Required construction / improvements and required agency approvals and specifications are subject to change during DEVELOPMENT review, approval and construction processes. DEVELOPER acknowledges that all costs related to the creation of the required construction plans, review costs, agency approvals and permits shall be at DEVELOPER expense.

DEVELOPER acknowledges that construction inspection and oversight including but not limited to VILLAGE inspection and oversight will be required to complete the installation of the required construction / improvements connecting to or affecting any public improvements. DEVELOPER acknowledges that all costs related to the construction inspection and oversight of the required construction / improvements shall be at DEVELOPER expense.

**[SUCH LIST OF REQUIRED CONSTRUCTION / IMPROVEMENTS SHALL BE MODIFIED AS APPROPRIATE, DEPENDING ON FINAL MASTER SITE PLAN.]**

## **SECTION 6. SPECIAL PROVISION FOR REQUIRED CONSTRUCTION / IMPROVEMENTS**

A. DEMOLITION OF EXISTING BUILDING AND INFRASTRUCTURE. Demolition of any existing improvements on the site shall be subject to the issuance of a demolition permit by VILLAGE. Terms and conditions associated with said demolition shall be contained on the respective permit.

B. SANITARY SEWER. DEVELOPER shall, at DEVELOPER'S sole cost, connect the DEVELOPMENT to the public sanitary sewer serving the DEVELOPMENT.

C. STORM SEWER / STORMWATER MANAGEMENT. DEVELOPER acknowledges its responsibility to provide stormwater management for DEVELOPMENT, consistent with the terms and provisions of the Site Development Agreement, Section 107 of the Municipal Code, and the Stormwater Management Plan. The approved Stormwater Management Plan shall be placed on file in the office of the VILLAGE Engineer and has not been attached.

D. WATER MAIN. DEVELOPER, at DEVELOPER'S sole cost, shall cause the Development to be connected to the existing water main serving the DEVELOPMENT in accordance with Mequon Water Utility standards.

E. SIDEWALKS. DEVELOPER shall, at DEVELOPER'S sole cost, install sidewalks as shown on the Site Plan attached as Exhibit 1, in accordance with all VILLAGE standards. DEVELOPER shall be responsible for all maintenance (including but not limited to snow and ice removal) of sidewalks.

F. PRIVATE UTILITIES (Electric, Gas, Telephone, CATV, etc.). DEVELOPER, at Developer's sole cost, shall connect to all private utilities servicing the DEVELOPMENT. DEVELOPER acknowledges that all new private utilities shall be installed as underground utilities, and once installed, shall conform to the proposed plans approved by the VILLAGE. DEVELOPER remains responsible for ownership and maintenance of all such utilities and to remedy any deficiencies if any private utilities are not installed consistent with the plans approved by the VILLAGE.

## **SECTION 7. EASEMENTS**

DEVELOPER acknowledges its responsibility to ensure that the necessary easements to facilitate public utilities, private utilities, and other DEVELOPMENT related needs are contained on the certified survey map and noted accordingly, or created through the use of other standalone documents.

Upon completion of DEVELOPMENT, DEVELOPER acknowledges that it shall cause the release or extinguishment of any un-needed public or private easements.

## **SECTION 8. BUILDING AND OCCUPANCY PERMITS**

A. BUILDING PERMITS. VILLAGE may withhold or suspend building permits for the DEVELOPMENT in case of any default pertaining to this Agreement or violation of VILLAGE Ordinance on the part of DEVELOPER.

**B. OCCUPANCY PERMITS.**

1. VILLAGE may withhold occupancy permits for the DEVELOPMENT in case of any default pertaining to this Agreement or violation of VILLAGE Ordinance on the part of DEVELOPER.

2. DEVELOPER agrees that said land division identified in Section 3 of this Agreement must be approved and recorded with the County Register of Deeds prior to the issuance of any occupancy permit for the DEVELOPMENT.

**SECTION 9. PLAN REPRODUCTION / RECORD DRAWINGS**

DEVELOPER agrees to provide VILLAGE with a) a full sized, paper set of the Civil Site Construction Plans, b) electronic PDF images of the Civil Site Construction Plans and c) electronic CAD files of the Civil Site Construction Plans Microstation V8i, or VILLAGE acceptable compatible software format. DEVELOPER hereby grants the VILLAGE the right to utilize these materials as needed for VILLAGE mapping and record keeping needs.

Upon completion of construction activities, VILLAGE will complete the necessary as-built construction records for Public Improvements installed, or modified as a result of DEVELOPMENT, at DEVELOPER expense.

Upon completion of construction activities, DEVELOPER will complete the necessary as-built construction records for Private Improvements installed, or modified as a result of DEVELOPMENT and will provide VILLAGE with a complete set of such records.

**SECTION 10. PRIOR VILLAGE CONDITIONS**

It is mutually agreed that all terms and conditions pertaining to DEVELOPER as imposed by VILLAGE Planning Commission and VILLAGE Board as set forth in their official minutes, are made a part hereof by reference as though fully set forth herein.

**SECTION 11. EXHIBITS**

It is mutually agreed that all exhibits referred to and/or attached hereto are made a part of this Agreement. Any conditions contained in any approvals as called for therein are also incorporated within this Agreement and made a part hereof. Exhibits incorporated into this Agreement include the following (as applicable):

- Exhibit 1      Master Site / Phasing Plan
- Exhibit 2      Certified Survey Map for DEVELOPMENT
- Exhibit 3      Grading Plans
- Exhibit 4      Sanitary Sewer Lateral Plans
- Exhibit 5      Storm Sewer Lateral Plans

- Exhibit 6      Water Main Lateral Plans
- Exhibit 7      Sidewalk Plans
- Exhibit 8      Landscaping Plan
- Exhibit 9      Traffic Signal Plans
- Exhibit 10     Traffic Impact Analysis Plans

**SECTION 12. EMERGENCY ACCESS**

DEVELOPER shall allow VILLAGE right of entry in all areas of DEVELOPMENT for the purposes of fire, police and other emergency response situations.

**SECTION 13. DEVELOPER CONTROLS**

The work shall be under the full charge and care of DEVELOPER. DEVELOPER shall be responsible for the work of its contractors and every part thereof, for all materials, tools, appliances and property of every description used in connection therewith. DEVELOPER shall specifically and distinctly assume and does so assume all risks of damage or injury to property or persons used or employed on or in connection with the work, and of all damage or injury to any persons or property wherever located, resulting from any action or operation under this Agreement or in connection with the work, and undertakes and promises to protect and defend VILLAGE against all claims on account of any such damage or injury.

DEVELOPER shall, in the performance of this Agreement, comply with and give all stipulations and representations required by applicable federal, state and local laws, ordinances and regulations. DEVELOPER shall also require such compliance, stipulations and representations with respect to any contract entered into by DEVELOPER with others (pertaining to the work covered by this Agreement) as may be required by all applicable federal, state and local laws, ordinances and regulations. Should DEVELOPER fail with respect to any of these provisions, it shall indemnify and hold harmless, VILLAGE and all of its officers, agents, and employees from any liability or damage on account of such failure.

**SECTION 14. UNAUTHORIZED COMMENCEMENT OF WORK**

In the event DEVELOPER proceeds in a manner which does not comply with the plans and specifications as approved by VILLAGE, VILLAGE may take action to stop construction of the improvements. Action by VILLAGE shall consist of a notice to DEVELOPER who is proceeding in violation of, or without approval, which notice shall be in writing, addressed to the last known post office address of DEVELOPER and which notice shall be sent by postage prepaid United States certified mail. The notice shall advise DEVELOPER of the nature of the violation and shall order immediate cessation of work on the improvements, which order DEVELOPER must comply with. DEVELOPER may request a meeting with VILLAGE which shall be granted within two (2) workdays of the request. If DEVELOPER can demonstrate compliance with approved plans and specifications to the satisfaction of VILLAGE, VILLAGE shall rescind its order stopping construction.



**SECTION 15. Notices**

Written notice shall be deemed given if delivered by certified or registered mail to DEVELOPER at:

Bayside Development Partners, LLC  
c/o Cobalt Partners LLC  
400 North Broadway  
Suite 100  
Milwaukee, WI 53202.  
Attn: Scott J. Yauck

Bayside Development Partners, LLC  
c/o La Macchia Holdings

\_\_\_\_\_  
Bayside, WI 53217  
Attn: William La Macchia

**SECTION 16. DEVELOPERS INDEMNITY**

In addition to, and not to the exclusion or prejudice of, any other provisions of this Agreement, DEVELOPER shall indemnify and hold VILLAGE, its officers, agents and employees harmless, and shall defend the same, from and against any and all liability, claims, loss damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees and the like, to whomsoever owned and whomsoever and whensoever brought or obtained, which may in any manner result from or arise in the course of or out of the performance of the work and this Agreement, expressly including, though not limited to: negligence and the breach of any duty whether imposed by statute, ordinance, regulation, order, decree of law, or by contract, on the part of DEVELOPER or its officers, employees, agents, workmen, or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, the infringement of any patent, trademark, trade name, or copyrights claims arising under any law including Workmen's Compensation Law.

In every such case where judgment is recovered against DEVELOPER, if notice has been given to DEVELOPER of the pendency of suit within ten (10) days after its commencement, the judgment shall be conclusive upon DEVELOPER, not only as to the amount of damages, but also as to its liability to VILLAGE.

**SECTION 17. PAYMENT OF VILLAGE COSTS AND FEES**

DEVELOPER, pursuant to Section 125-34 of the Municipal Code, shall pay and reimburse the VILLAGE promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the VILLAGE in connection with the development, amendment, administration and enforcement of this Agreement, relative to the construction, installation, inspection, dedication (as applicable), and acceptance (as applicable) of all aspects of the DEVELOPMENT, including without limitation planning, design, engineering, review, accounting, supervision, inspection and legal fees, administrative, and financial consulting. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be assessed against the Property and each Lot as a special charge pursuant to Section

66.0627 of the Wisconsin Statutes (DEVELOPER HEREBY SPECIFICALLY CONSENTS TO SUCH SPECIAL CHARGE AND WAIVES ANY OBJECTIONS THERETO TO THE FULLEST EXTENT OF THE LAW).

**SECTION 18. VILLAGE APPROVALS**

Throughout this Agreement, whenever the approval of the VILLAGE is required, the approval of the VILLAGE Board (or designee), confirmed by the VILLAGE Clerk, shall constitute VILLAGE approval; and whenever the approval of VILLAGE staff shall be required, the approval by the VILLAGE Manager shall constitute VILLAGE staff approval.

[signatures on following pages]



The Above Agreement is Accepted:

VILLAGE OF BAYSIDE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN            )  
  ) SS  
MILWAUKEE COUNTY            )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2021 \_\_\_\_\_, Village President and \_\_\_\_\_, VILLAGE Clerk, of the above named VILLAGE of Bayside, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such VILLAGE President and VILLAGE Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Notary Public, Milwaukee County, Wisconsin

My Commission Expires: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Bayside Legal Counsel

This Instrument was drafted by Marvin Bynum II.



# North Shore Library August 2021

## Highlights / Accomplishments

In 2021, the summer reading program was a lot of fun! Our theme was "Tails and Tales," and we had lots of animal-themed programs and activities.

We had a total of 551 local kids and teens participate in our summer reading challenges. Throughout the summer, they read to earn prizes. Given that we are not able to engage in school and daycare visits to promote the program, we are pretty pleased with the numbers.

### Age breakdown:

- Early Literacy Challenge - 71 participants (babies, toddlers, and preschoolers)
- Elementary Challenge - 331 participants (kindergarten through 5<sup>th</sup> grade)
- Teen Challenge - 112 participants (6<sup>th</sup>-12<sup>th</sup> grade)

This summer, the Youth Services Department hosted 43 virtual events, with a total of 406 attendees. These programs included three weekly story time sessions, a virtual Lego Club, monthly Family Fun Nights, monthly STEAM programs with activity kits, and weekly fun and educational programming generously sponsored by the Friends of the Library.

One very special program was Ready for Reading. Caregivers signed up their children, and each week, each child received a kit including a free book they were able to keep, plus a parental information sheet with early literacy tips, recommended reading, and activity ideas to get their child ready for kindergarten. Then, they attended a weekly virtual story time where we read the books together, and modeled some of the strategies and activities.

### PHYSICAL ITEMS CHECKED OUT



### E-ITEMS CHECKED OUT



### CURBSIDE PICK-UPS



### NEW CARDS ISSUED



### DAYS OPEN



### WEBSITE VISITS



### VISITORS



### COMPUTER SESSIONS



### # OF CHILDRENS CLASSES



### # OF ADULT CLASSES



### PARTICIPANTS IN ADULT CLASSES



### PARTICIPANTS IN CHILDREN CLASSES

