



REGULAR VILLAGE BOARD MEETING

MEETING NOTICE AND AGENDA

WHITEFISH BAY PUBLIC LIBRARY – PROGRAM ROOM

5420 North Marlborough Drive

Monday, June 4, 2018, 6:00 PM

- I. Call to Order and Roll Call

- II. Consent Agenda – Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration under General Business.
 1. Minutes of the regular meeting held on May 21, 2018.
 2. Claims for May, 2018.
 3. Appointment of Joshua Roling to the Board of Review for a term to expire in 2021.
 4. Approval of Intergovernmental Agreement with the Village of Bayside for Public Safety Communications.
 5. Approval of Agreement with the North Shore Health Department for Public Health Services.
 6. Approval of 2018-2019 Alcohol Licenses.
 7. Approval of 2018-2019 Operator Licenses.
 8. Approval of 2018-2019 Tobacco Licenses.
 9. Approval of Temporary Class B Beer License Applications from the Hunger Task Force for the Food Truck Brunch events on July 15th and September 23rd at Klode Park.

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

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

V. General Business

1. Discussion/action on Resolution No. 3024 Recognizing the Retirement of Library Employee Jennifer Williams.
2. Presentation of the 2017 Financial Audit.
3. Discussion/action on Intergovernmental Agreement between the Village and the Whitefish Bay School District to memorialize the existing arrangement related to Crossing Guards and the Health Nurse position.
4. Discussion/action regarding Parking Utility finances.
5. Discussion/action on Village Hall Building Project Change Order #8.

VI. Adjourn

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

REGULAR VILLAGE BOARD MEETING

A regular meeting of the Board of Trustees of Whitefish Bay was held in the Program Room of Whitefish Bay Public Library, 5420 North Marlborough Drive, May 21, 2018

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

I. Call to Order and Roll Call

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

Present: Trustees Saunders, Miller, Serebin, Demet, Fuda, and President Siegel

Excused: Trustee Davis

Also Present: Village Manager Paul Boening
Village Attorney Chris Jaekels
Director of Public Works John Edlebeck
Assistant Village Manager Tim Blakeslee
Finance Director Jen Amerell
Police Chief Michael Young
Director of Building Services Joel Oestreich
Library Director Nyama Reed
Communications Specialist Jenny Heyden
Deputy Clerk Caren Brustmann

II. Consent Agenda

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

1. Minutes of the regular meeting held on May 7, 2018.
2. Investment Report for April, 2018.
3. Temporary Class B Beer License for the Civic Foundation's July 4th Festival.
4. Temporary Class B Beer License for the Civic Foundation's Sounds of Summer event on August 18th.
5. Temporary Class B Beer License for the Civic Foundation's Great Pumpkin Fest on October 26th and 27th.

III. Report of Village Officers

1. Village Attorney

Village Attorney Chris Jaekels noted the Village does not have regulatory authority over solar panels instead it comes via the State. He added the village currently has approximately 10 solar panel systems.

2. Village Manager -

Village Manager Paul Boening noted the public input meeting for E. Silver Spring Drive was lightly attended and the N. Lake Drive safety improvement meeting was greatly attended. The Department of Transportation was present to address any questions or concerns. Secondly, the Memorial Day ceremony will take place on Monday, May 28th at 11am at Armory Park. Lastly, Village Manager Boening stated the summer schedule for Village Board meetings will be the 1st Monday for the next 3 months.

3. Village President - No report

4. Miscellaneous Trustee - No reports

IV. Petitions and Communications - None

V. General Business

- 1. Discussion/action on Resolution No. 3023 Proclaiming May 20th through May 26th as "Public Works Week" in the Village of Whitefish Bay.**

It was moved by Trustee Fuda, seconded by Trustee Saunders, and unanimously carried by the Village Board to adopt Resolution No. 3023 Proclaiming May 20th through May 26th as "Public Works Week" in the Village of Whitefish Bay.

- 2. Recognition of "Public Works Week" 2nd Grade Coloring Contest Winners.**

Director of Public Works John Edlebeck congratulated the 2nd grade coloring contest winners.

- 3. Discussion/action on contract award for the 2018 Private Property Sanitary Lateral Lining Project (PPII).**

Director of Public Works John Edlebeck provided the submitted bid amounts, along with a brief explanation of the PPII program status to date.

It was moved by Trustee Fuda, seconded by Trustee Saunders, and unanimously carried by the Village Board to award the 2018 Private Property Lateral Rehabilitation Project to Musson Brothers, Inc. of Brookfield, WI for the unit price bid amount of \$288,264.00.

- 4. Discussion/action on Village Hall Building Project Change Order #7.**

Director of Public Works John Edlebeck updated the Board on the building project to date, and provided details pertaining to Change Order #7.

It was moved by Trustee Miller, seconded by Trustee Demet, and unanimously carried by the Village Board to approve Change Order #7, as outlined in the memo dated May 16, 2018, for an additional amount of \$13,813.25 to be added to the Whitefish Bay Village Hall/Police Department Building project contract with Scherrer Construction.

- 5. Discussion/ action on Ordinance #1840 to amend the Traffic Code to add a Stop sign at the intersection of Kent Avenue and Lake View Avenue.**

Director of Public Works John Edlebeck reviewed the intersection and cross street controls and recommended traffic control needed to be consistent with other intersections in the area.

PUBLIC COMMENT:

Tal Schmidt, 5568 N. Kent Ave.; Inquired about placing a yield sign instead of a stop sign. Noted this would slow traffic instead of completely stopping. Mr. Schmidt noted signage placement should be data driven, not consistency driven.

It was moved by Trustee Saunders, seconded by Trustee Demet, and carried by the Village Board to approve Ordinance #1840 to amend the Traffic Code to add a Stop sign at the intersection of Kent Avenue and Lake View Avenue with Trustee Fuda opposing. Motion carried 5-1.

VI. Adjourn

There being no further business, it was moved by Trustee Fuda, seconded by Trustee Miller, and unanimously carried by the Village Board to adjourn the meeting at 6:34pm.

Caren Brustmann
Deputy Clerk

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DB: Whitefish Bay

CHECK DATE FROM 05/01/2018 - 05/31/2018

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| 05/04/2018 | 51902 | AMAZON CAPITAL SERVICES | 56.67 |
| 05/04/2018 | 51903 | ANNE BEALE | 71.92 |
| 05/04/2018 | 51904 | AT&T | 186.09 |
| 05/04/2018 | 51905 | BATTERIES PLUS LLC | 109.90 |
| 05/04/2018 | 51906 | BLACKSTONE PUBLISHING | 314.99 |
| 05/04/2018 | 51907 | CARLIN SALES CORPORATION | 802.50 |
| 05/04/2018 | 51908 | CONFLUENCE GRAPHICS | 172.72 |
| 05/04/2018 | 51909 | CORE & MAIN LP | 160.00 |
| 05/04/2018 | 51910 | DAVID GRAMS | 55.00 |
| 05/04/2018 | 51911 | DIEDRICH ELECTRIC | 614.63 |
| 05/04/2018 | 51912 | EWALD CHEVROLET BUICK, LLC | 35,291.00 |
| 05/04/2018 | 51913 | FLAGSTONE | 2,000.00 |
| 05/04/2018 | 51914 | GALE/CENGAGE LEARNING | 19.50 |
| 05/04/2018 | 51915 | GRAEF | 1,574.50 |
| 05/04/2018 | 51916 | GREATAMERICA FINANCIAL SVCS | 93.00 |
| 05/04/2018 | 51917 | HEISER AUTOMOTIVE GROUP | 23.09 |
| 05/04/2018 | 51918 | HOME DEPOT CREDIT SERVICES | 558.93 |
| 05/04/2018 | 51919 | INTOXIMETERS | 485.00 |
| 05/04/2018 | 51920 | JAN-PRO OF MILWAUKEE | 1,958.00 |
| 05/04/2018 | 51921 | KENNETH L. MYATT | 220.80 |
| 05/04/2018 | 51922 | LEADER TOWING | 135.00 |
| 05/04/2018 | 51923 | MILWAUKEE COUNTY CLERK OF COURTS | 300.00 |
| 05/04/2018 | 51924 | MILWAUKEE DOOR SALES & SERVICE, LLC | 631.00 |
| 05/04/2018 | 51925 | NEENAH FOUNDRY COMPANY | 1,452.20 |
| 05/04/2018 | 51926 | NORTH SHORE WATER COMMISSION | 32,664.88 |
| 05/04/2018 | 51927 | OFFICE TECHNOLOGY GROUP | 89.00 |
| 05/04/2018 | 51928 | PIEPER ELECTRIC, INC. | 1,032.73 |
| 05/04/2018 | 51929 | PITNEY BOWES GLOBAL FIN. SERVICES | 256.83 |
| 05/04/2018 | 51930 | PURCHASE POWER | 802.99 |
| 05/04/2018 | 51931 | QUICK FUEL | 1,756.13 |
| 05/04/2018 | 51932 | QUILL CORPORATION | 124.27 |
| 05/04/2018 | 51933 | RECORDED BOOKS, LLC | 49.99 |
| 05/04/2018 | 51934 | REHRIG PACIFIC COMPANY | 6,606.80 |
| 05/04/2018 | 51935 | ROBB GREGG | 375.00 |
| 05/04/2018 | 51936 | SCHMITZ READY MIX, INC. | 353.50 |
| 05/04/2018 | 51937 | SCHOOL DISTRICT OF WFB | 65.22 |
| 05/04/2018 | 51938 | SCHWAAB, INC. | 30.46 |
| 05/04/2018 | 51939 | SHERWIN INDUSTRIES | 3,595.00 |
| 05/04/2018 | 51940 | SHRED-IT USA | 35.00 |
| 05/04/2018 | 51941 | TIME WARNER CABLE | 99.98 |
| 05/04/2018 | 51942 | TYLER TECHNOLOGIES, INC. | 1,220.00 |
| 05/04/2018 | 51943 | USA BLUEBOOK | 103.21 |
| 05/04/2018 | 51944 | VERIZON WIRELESS | 654.34 |
| 05/04/2018 | 51945 | VILLAGE ACE HARDWARE | 219.15 |
| 05/04/2018 | 51946 | W.C.T.C. | 247.52 |
| 05/04/2018 | 51947 | WACHTEL TREE SCIENCE | 3,521.85 |
| 05/04/2018 | 51948 | WELLS FARGO | 139.44 |
| 05/04/2018 | 51949 | WI HISTORICAL FOUNDATION | 65.00 |
| 05/04/2018 | 51950 | WI LIBRARY ASSOCIATION | 125.00 |
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| 05/10/2018 | 51956 | ANTX, INC | 365.40 |
| 05/10/2018 | 51957 | ARMSTRONG CONSULTING GROUP INC | 460.00 |
| 05/10/2018 | 51958 | BATTERIES PLUS LLC | 100.95 |
| 05/10/2018 | 51959 | BRAY ASSOCIATES ARCHITECTS, INC | 6,720.00 |
| 05/10/2018 | 51960 | BS&A SOFTWARE | 888.00 |
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| 05/10/2018 | 51962 | CARQUEST AUTO PARTS | 985.05 |
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| 05/10/2018 | 51966 | DILLETT MECHANICAL SERVICE | 1,201.25 |
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| 05/10/2018 | 51972 | INTEGRATED COMMUNICATIONS-MAS | 243.22 |
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| 05/10/2018 | 51974 | JENNY CLEMENTS | 10.00 |
| 05/10/2018 | 51975 | KSINGH | 6,300.00 |
| 05/10/2018 | 51976 | LAKESIDE INTERNATIONAL TRUCK | 2,564.17 |
| 05/10/2018 | 51977 | LEXISNEXIS RISK SOLUTIONS | 50.00 |
| 05/10/2018 | 51978 | LINCOLN CONTRACTORS SUPPLY | 380.68 |
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| 05/10/2018 | 51980 | MINNESOTA LIFE INSURANCE CO. | 1,533.46 |
| 05/10/2018 | 51981 | MSC INDUSTRIAL SUPPLY CO | 669.59 |

User: J.Amerell

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DB: Whitefish Bay

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| 05/10/2018 | 51997 | VILLAGE ACE HARDWARE | 57.30 |
| 05/10/2018 | 51998 | WEX BANK | 8,186.64 |
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| 05/10/2018 | 52001 | WI MUNICIPAL CLERKS ASSOCIATION | 130.00 |
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| 05/18/2018 | 52004 | AMAZON CAPITAL SERVICES | 484.20 |
| 05/18/2018 | 52005 | ASSOCIATED TRUST COMPANY | 950.00 |
| 05/18/2018 | 52006 | AT&T | 226.74 |
| 05/18/2018 | 52007 | BLACKSTONE PUBLISHING | 314.99 |
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| 05/18/2018 | 52011 | CLIFTONLARSONALLEN LLP | 1,260.00 |
| 05/18/2018 | 52012 | DAVIS & KUELTHAU, S.C. | 13,234.84 |
| 05/18/2018 | 52013 | DEIDRA D. HARRIS | 55.00 |
| 05/18/2018 | 52014 | DELTA DENTAL OF WISCONSIN | 5,156.12 |
| 05/18/2018 | 52015 | ENVIROTECH EQUIPMENT | 5,995.00 |
| 05/18/2018 | 52016 | FASTSIGNS OF GLENDALE | 90.00 |
| 05/18/2018 | 52017 | GALE/CENGAGE LEARNING | 121.22 |
| 05/18/2018 | 52018 | GRAINGER | 222.20 |
| 05/18/2018 | 52019 | H-O-H WATER TECHNOLOGY | 1,400.00 |
| 05/18/2018 | 52020 | HEISER AUTOMOTIVE GROUP | 563.15 |
| 05/18/2018 | 52021 | HERSLOF OPTICAL CO., INC. | 195.00 |
| 05/18/2018 | 52022 | JENNIFER WILLIAMS | 55.15 |
| 05/18/2018 | 52023 | JOHNSON CONTROLS FIRE PROTECTION | 587.00 |
| 05/18/2018 | 52024 | L-R METER TESTING | 907.00 |
| 05/18/2018 | 52025 | LEADER TOWING | 135.00 |
| 05/18/2018 | 52026 | MADACC | 1.70 |
| 05/18/2018 | 52027 | MENOMONEE FALLS MUNICIPAL COURT | 535.60 |
| 05/18/2018 | 52028 | MILWAUKEE LAWN SPRINKLER CORP | 3,595.50 |
| 05/18/2018 | 52029 | NORTH SHORE WATER COMMISSION | 828.05 |
| 05/18/2018 | 52030 | QUICK FUEL | 852.81 |
| 05/18/2018 | 52031 | QUILL CORPORATION | 48.56 |
| 05/18/2018 | 52032 | RECORDED BOOKS, LLC | 139.47 |
| 05/18/2018 | 52033 | RUEKERT & MIELKE, INC. | 838.50 |
| 05/18/2018 | 52034 | SONFLOWER, LLC | 1,500.00 |
| 05/18/2018 | 52035 | STAPLES ADVANTAGE | 679.80 |
| 05/18/2018 | 52036 | TAPCO | 1,485.60 |
| 05/18/2018 | 52037 | THE SIGMA GROUP, INC | 1,412.00 |
| 05/18/2018 | 52038 | UPS | 12.12 |
| 05/18/2018 | 52039 | VILLAGE ACE HARDWARE | 137.57 |
| 05/18/2018 | 52040 | VILLAGE OF SHOREWOOD | 17,203.98 |
| 05/18/2018 | 52041 | WASTE MANAGEMENT OF WI-MN | 1,628.31 |
| 05/18/2018 | 52042 | WEA INSURANCE TRUST | 85,462.96 |
| 05/18/2018 | 52043 | WESTHOFEN WORKS, INC. | 320.25 |
| 05/18/2018 | 52044 | WFA, LLC | 734.40 |
| 05/23/2018 | 52048 | 4IMPRINT, INC | 504.87 |
| 05/23/2018 | 52049 | ACCURATE RECHARGE | 82.00 |
| 05/23/2018 | 52050 | AMAZON CAPITAL SERVICES | 25.99 |
| 05/23/2018 | 52051 | BAKER & TAYLOR BOOKS | 5,958.49 |
| 05/23/2018 | 52052 | CH COAKLEY | 201.25 |
| 05/23/2018 | 52053 | CLARK DIETZ, INC | 14,975.00 |
| 05/23/2018 | 52054 | DAVIS & KUELTHAU, S.C. | 35,995.36 |
| 05/23/2018 | 52055 | DIEDRICH ELECTRIC | 130.00 |
| 05/23/2018 | 52056 | ELECTION SYSTEMS & SOFTWARE | 2,365.00 |
| 05/23/2018 | 52057 | GORDON FLESCH COMPANY INC. | 481.58 |
| 05/23/2018 | 52058 | HEISER AUTOMOTIVE GROUP | 779.70 |
| 05/23/2018 | 52059 | JEANMARIE S. HEYDEN | 1,906.13 |
| 05/23/2018 | 52060 | JOHN EDLEBECK | 122.08 |
| 05/23/2018 | 52061 | OFFICE COPYING EQUIPMENT | 181.49 |
| 05/23/2018 | 52062 | PERSONNEL CONCEPTS | 50.80 |
| 05/23/2018 | 52063 | PURCHASE POWER | 864.78 |
| 05/23/2018 | 52064 | QUICK FUEL | 642.67 |
| 05/23/2018 | 52065 | QUILL CORPORATION | 243.93 |

05/30/2018 11:20 AM
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CHECK DATE FROM 05/01/2018 - 05/31/2018

Page: 3/3

| Check Date | Check | Vendor Name | Amount |
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| 05/23/2018 | 52066 | SCHERRER CONSTRUCTION CO, INC | 497,103.65 |
| 05/23/2018 | 52067 | SCOTT LENSKI | 86.66 |
| 05/23/2018 | 52068 | SIGN SYNERGY | 2,601.88 |
| 05/23/2018 | 52069 | TIME WARNER CABLE | 2,446.22 |
| 05/23/2018 | 52070 | TYLER TECHNOLOGIES, INC. | 1,210.00 |
| 05/23/2018 | 52071 | UPS | 18.18 |
| 05/23/2018 | 52072 | VILLAGE ACE HARDWARE | 113.67 |
| 05/23/2018 | 52073 | WASTE MANAGEMENT OF WI-MN | 299.75 |
| 05/23/2018 | 52074 | WE ENERGIES | 13,251.62 |
| 05/23/2018 | 52075 | WFA, LLC | 578.34 |
| 05/23/2018 | 52076 | WI DEPARTMENT OF TRANSPORTATION | 6,840.66 |
| 05/23/2018 | 52077 | WI DEPT. OF NATURAL RESOURCES | 275.00 |
| 05/23/2018 | 52078 | WIL-KIL PEST CONTROL | 208.50 |

CKING TOTALS:

| | |
|-----------------------------|------------|
| Total of 172 Checks: | 909,845.98 |
| Less 0 Void Checks: | 0.00 |
| Total of 172 Disbursements: | 909,845.98 |

Application

| | |
|--|--|
| Board or Commission Applying For | Board of Review |
| Name | Joshua Roling |
| Email Address | jroling@foley.com |
| Address | 5700 N. Bay Ridge Ave. |
| City | Whitefish Bay |
| State | WI |
| Zip Code | 53217 |
| Phone Number | 414-339-6446 |
| Fax Number | <i>Field not completed.</i> |
| Are you a registered voter of Whitefish Bay? | Yes |
| How long? | 4+ years |
| Have you attended a meeting of this Board/Commission? | No |
| Present Employer | Foley & Lardner LLP |
| Job Title | Attorney |
| Previous Governmental Bodies/Elective Offices Applicant Has Served | None |
| Position/Office Held | N/A |
| Dates | N/A |

| | |
|--|---|
| Civic or Charitable Organizations Organization to Which Applicant Has Belonged | Friends of Lakeshore State Park |
| Position Held | Board Member |
| Dates | 2015 - 2018 |
| Special Interests/Hobbies/Talents | Basketball, photography and Brewer's baseball |
| College, Professional, Vocational Schools Attended | Marquette University |
| Major Subject | Economics |
| Dates | 9/1/2005 - 5/31/2009 |
| Degree/Date | BA/2009 |
| College, Professional, Vocational Schools Attended | Duke University School of Law |
| Major Subject | Law |
| Dates | 9/1/2009 - 5/31/2012 |
| Degree/Date | JD/2012 |
| College, Professional, Vocational Schools Attended | <i>Field not completed.</i> |
| Major Subject | <i>Field not completed.</i> |
| Dates | <i>Field not completed.</i> |
| Degree/Date | <i>Field not completed.</i> |
| Please state reasons why you want to become a member of this Board or Commission, including what specific objectives you would be working toward as a member of this advisory board: (Attach second page if | Having lived in Whitefish Bay for almost 5 years, I am interested in becoming more involved in the Village and contributing to Village government. The Board of Review would be an excellent fit based on my work experience as a real estate lawyer. My objectives would be simply to ensure that the Village assessment roles are correct and to assist in identifying and resolving any errors or omissions. I would strive to ensure that the Board of Review comply with all statutory requirements. |

necessary)

Any other information which you feel would be useful to the Board of Trustees in reviewing your application: (Attach 2nd page if necessary)

I am a real estate lawyer by training, so have experience reading and applying statutes and case law. Combined with an interest in better understanding the assessment process, my skills and experience would make me an excellent fit for the Board of Review.

Are you or a member of your family associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

No

If yes, please state name of Organization/Employment

Field not completed.

Do you have any relatives working or serving for the Village of Whitefish Bay?

No

If yes, please indicate the name and relationship of the person

Field not completed.

Would you be willing to abstain from voting on matters where a potential conflict of interest exists?

Yes

Have you been convicted of a felony or misdemeanor?

No

If yes, explain convictions

Field not completed.

How did you hear about the opening on this Commission?

Christopher Jaekels contacted me to let me know that the Village was seeking volunteers for this position

Signature of Applicant

Joshua P. Roling

Date

5/15/2018

Email not displaying correctly? [View it in your browser.](#)



VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: President Julie Siegel & Village Board of Trustees

REPORT FROM: Paul Boening – Village Manager

DATE: 5/31/18

AGENDA ITEM: Approval of Intergovernmental Agreement with the Village of Bayside for Public Safety Communications.

ACTION REQUESTED: Ordinance Resolution Motion (Consent Agenda)

BACKGROUND

Village of Bayside Manager Andy Pederson prepared a detailed memo (attached) that outlines following topics:

- History of Consolidated Dispatch in the North Shore
- Current Agreements for Dispatch and Records Management
- Summary of Formula Review by the North Shore Managers, Glendale Administrator and North Shore Fire Chief (past 18-24 months)
- Proposed Formula Details and Percentages

The proposed Intergovernmental Agreement (to succeed the existing agreements) is also attached. Attorney Jaekels was involved in drafting the Agreement and approved the attached version.

RECOMMENDED ACTION BY VILLAGE BOARD

To approve the Public Safety Communications Agreement as part of the Consent Agenda.

C: Department Heads
Attorney Jaekels

May 2, 2018

To: Michael Hall, Brown Deer Village Manager
Rachel Reiss, Glendale City Administrator
Chris Lear, River Hills Village Manager
Rebecca Ewald, Shorewood Village Manager
Scott Botcher, Fox Point Village Manager
Paul Boening, Whitefish Bay Village Manager
Robert Whitaker, North Shore Fire Chief

From: Andrew K. Pederson, Bayside Village Manager

RE: Public Safety Communications Agreement

Background

Beginning in 2009, the seven North Communities (Bayside, Brown Deer, Fox Point, Glendale, River Hills, Shorewood, and Whitefish Bay) and the North Shore Fire Department created a Study Committee to assess the viability of consolidating emergency dispatch services.

The goals of the study, as identified in the process, served as the basis for development of a mutually beneficial partnership for all communities serviced by a consolidated center, and included;

- Positively impact all participating communities, both financially and operationally.
- Tax levy and expense stabilization.
- Avoid large annual percentage/cost shifts among communities.
- Equitable distribution of expenses over the long-term.
- Universally applicable formula.
- Accommodate future expansion.
- Establishes long-term capital funding plan, gleaned experience from NSFD Capital funding discussions through the years.

The study assessed thirteen factors, including:

- Current Organizational Structure and Governance
- Initial Scope and Development of Consolidated PSAP
- Advantages and Efficiencies to Consolidating Dispatch Services
- Political Feasibility

- Technological Feasibility
- Facility Options
- Call Volume / Projected Workload
- Projected Staffing Levels
- Projected Cost Estimates
- Organizational Structure
- Governance Options
- Human Resource Issues relating to Consolidation of PSAPs
- Planning for Consolidation

There were three fundamental questions the Committee was presented with answering for pursuing collaboration and consolidation.

1. Does it have the potential to save money?
2. Does it have the potential to provide an equal to or better service level and enhance public safety?
3. Is it a sustainable solution over the long-term?

The Committee concluded the answer was “yes” to all three questions.

- **Saving Money?** Ten-year cost projections reduced operating expenditures under one consolidated center from \$28,245,270.67 to \$23,477,839.87, savings of nearly \$500,000 per year. This did not include anticipated capital cost projections for three centers versus one center.
- **Service Levels:** The consolidated communications center merged three centers into one, now processes nearly 115,000 calls per year, and has reduced dispatching time from 1 minute 32 seconds per call to 26 second per call. One center has also provided an opportunity for additional communication and collaboration among the eight jurisdictions, as well numerous other benefits.
- **Sustainability:** One center has proven itself to be sustainable, both financially and operationally. For example, with the recent Milwaukee County Public Safety OASIS Radio Upgrade, the Communications Center has had to invest nearly \$250,000 in capital resources to transition. With three centers, that would have cost all seven communities nearly \$700,000. At the same time, with one, larger center, personnel are better trained to meet the growing and changing demands of the dispatch profession and trends and types of law enforcement issues. Personnel completed nearly 1,800 hours of training in 2017.

Financing and Formulas

The Committee completed a fiscal analysis of over 170 funding formulas and examined over 100 additional funding scenarios. Factors to fund the consolidated dispatch included:

- Population based
- Equalized value (total)
- Equalized value (improvements)
- Calls for service
- Priority based calls for service
- Usage based
- Number of officers/units in the field
- Number of police officers per community
- Police officers per capita
- Number of mobile data units per agency
- Equal share for participating agencies

These factors were evaluated in every conceivable manner, individually, collectively, and each alternative possibility.

One complicating factor in our evaluation was the basis used as comparison. Each community derived their cost in a different manner. Shorewood, Whitefish Bay and Glendale have a separate commission (NSPSCC) which applied a separate formula as part of their Intergovernmental agreement; Brown Deer's cost was included in their Police Department budget; Bayside, Fox Point, and River Hills had consolidated as one, but over time with different funding arrangements.

In the end, due to complicating and competing factors, Bayside contracted with each entity separately. For maybe no other purpose than to show the complexity of bringing all the parties together and the difficulty with administering the current system, Bayside entered into twelve (12) different Intergovernmental Agreements as outlined below.

Dispatch – Current Agreements

- Whitefish Bay, acting as NSPSCC, 4/4/11
- Brown Deer, 6/22/11
- NSFD, 8/10/11
- Fox Point, 10/17/11
- River Hills, 9/27/13

Records Management System – Current Agreements

- Brown Deer, 8/26/12
- Glendale, 12/28/12
- River Hills, 12/28/12
- NSFD, 12/28/12
- Shorewood, 12/31/12
- Whitefish Bay, 1/2/13
- Fox Point, 2/13/13

Within these twelve (12) different agreements, we have eleven (11) different funding formulas to administer. This presents Bayside with generating 132 different financial calculations for the eight entities through each fiscal year.

At the end of the deliberations in 2011 and 2012, the seven communities were able to achieve the goal of savings every community money each year for the first five years of existence.

Why Revisit Funding and Formulas?

While the initial term of the Dispatching Services Agreement is for ten (10) years with automatic renewals for five (5) years thereafter, the joint Public Safety Records Management System agreement expires in 2018. The two agreements and systems work collectively, however the agreement and funding formulas for each of the systems were completed at separate times and under different funding philosophies. For historical purposes the dispatching agreement funding analysis was based off of the following:

Whitefish Bay (Tri-Comm), North Shore Fire, and Brown Deer Agreements were derived from a proposed Intergovernmental Agreement when dispatch discussions began. Fox Point agreement based off original 1999 Bayside/Fox Point Agreement. River Hills agreement based off original 2004 Bayside/River Hills Agreement. Whitefish Bay serves as fiscal agent for Tri-Comm and has separate formula for Whitefish Bay, Glendale, and Shorewood. North Shore Fire Department is a non-fiscal agreement. Origins of cost allocation were derived from what each community paid at time of consolidation.

Records Management funding is a bit more complicated.

Bayside, Brown Deer, Glendale, River Hills, Shorewood, Whitefish Bay, and North Shore Fire have joint Memorandum of Understanding. Bayside and Fox Point have a separate Memorandum of Understanding. During the initial funding each community, with exception of Brown Deer, contributed \$40,000 fixed amount plus percentage of North Shore population as initial capital cost for the nearly \$660,000 initial capital cost. Each year thereafter, each community paid \$7,000 fixed amount plus percentage of North Shore population minus proportional share of enhanced Brown Deer contribution as ongoing maintenance and service cost; and each community paid equal share plus percentage of North Shore population for capital contribution.

Essentially, the six communities subsidized Brown Deer's initial Records Management System capital contribution while Brown Deer subsidized the operating costs for the first five years, through 2018. This was done to accommodate an existing agreement Brown Deer could not terminate with the Records Management System provider. It was agreed as part of the 2012 Records Management System agreement that a compromise, come to be known as the Brown Deer modifier, would be revisited and addressed in 2018.

The six communities (excluding Brown Deer) have anticipated that the operating costs for Records Management would be adjusted and increase in 2019 while Brown Deer's would be reduced due to the Brown Deer modifier.

Proposed Formula

Given several factors, the seven communities and the North Shore Fire Department have been in discussions for the last 18 to 24 months on revising and updating the funding formulas to address and achieve several objectives.

To complete this evaluation, the respective Managers, Administrator, and Fire Chief have examined an additional 74 different funding scenarios for a fair, equitable, and updated funding formula. The primary factors that were utilized in the development of an updated formula were equal share, population and service usage.

Equal share represents one-third of the formula, with each community receiving 1/7 of the allocation. The rationale behind this allocation is that each community needs a dispatch center, and this provides funding capacity to accommodate the readiness factor.

Population is the second component of the formula, also representing one-third of the formula. With each north shore community being mostly built-out, population is a stable measure for a formula and is utilized in numerous cost sharing arrangements throughout the north shore.

The last component is service usage, which would represent the final one-third of the formula. Usage was examined between 2015 and 2016, as all communities operated under the same software system and call protocol during that time frame. As 2017 data recently became available, those year-end numbers were compared to the two-year average. Overall, usage within community remains relatively consistent year after year, however there are substantial differences in usage by community.

Generally speaking, Brown Deer, Glendale, and Shorewood are the largest users of the dispatch service, consuming over 59 percent. Bayside, Fox Point and Whitefish Bay consume nearly 32 percent of the service, and River Hills consumes the least amount of service at slightly over 8 percent.

| | Equal Share | Usage | Total Population |
|---------------|-------------|--------|------------------|
| Bayside | 14.29% | 10.52% | 6.77% |
| Brown Deer | 14.29% | 21.77% | 18.51% |
| Fox Point | 14.29% | 9.85% | 10.34% |
| Glendale | 14.29% | 21.55% | 19.86% |
| River Hills | 14.29% | 8.21% | 2.46% |
| Shorewood | 14.29% | 15.78% | 20.30% |
| Whitefish Bay | 14.29% | 12.31% | 21.76% |

Given these factors and elements in developing a formula, we then coupled these factors with several other factors:

- Varying methodologies and origins of original funding formulas,
- Implementation of the Brown Deer modifier based on the 2012 RMS Agreement (Increases all communities except BD);
- Tri-Comm would be dissolved and Bayside will bill Glendale, Shorewood, and Whitefish Bay independently for all services;
- Extend Pro-Phoenix maintenance and service agreement for 5 years;
- Eliminate the charges for the AT&T Stat Alert;
- Implement the contract for the Pro-Phoenix E-Referral Module;
- Implementation of the new five-year phasing of percentages for expenditures to provide additional flexible for community levy limits;
- Continued implementation of capital per current Dispatch/RMS Agreements.

In addition, we collectively sought to address formula inefficiencies, complexities, and administration, establish equitable funding formulas, and establish one intergovernmental agreement, five years post-initial agreement, to address and enhance the collaborative relationship and service model we deliver. Combining all of the factors listed, below is the proposed five-year phased in equal share/population/usage formula agreed to and recommended by the seven municipal managers and the Fire Chief.

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|---------------|--------|--------|--------|--------|--------|
| Bayside | 12.50% | 12.50% | 12.50% | 12.50% | 12.50% |
| Brown Deer | 17.74% | 17.75% | 17.75% | 17.75% | 17.75% |
| Fox Point | 12.60% | 12.55% | 12.55% | 12.55% | 12.50% |
| Glendale | 17.11% | 17.25% | 17.40% | 17.55% | 17.75% |
| River Hills | 6.34% | 6.45% | 6.45% | 6.45% | 6.50% |
| Shorewood | 15.82% | 16.00% | 16.25% | 16.50% | 16.75% |
| Whitefish Bay | 17.88% | 17.50% | 17.10% | 16.70% | 16.25% |

Below are the operational expense fiscal calculations by year. After 2022, the percentages would remain constant. These changes in costs would be partially offset by the proposed changes in the Health Department formula and other revisions or possible shared service and joint bidding/purchasing initiatives the seven communities are currently discussing and exploring.

| | Current | 2018 | 2019 | 2020 | 2021 | 2022 |
|---------------|---------|---------|---------|---------|---------|---------|
| Bayside | 279,171 | 281,484 | 281,484 | 281,484 | 281,484 | 281,484 |
| Brown Deer | 420,571 | 399,405 | 399,682 | 399,682 | 399,682 | 399,682 |
| Fox Point | 283,251 | 283,718 | 282,592 | 282,592 | 282,592 | 281,466 |
| Glendale | 379,561 | 385,379 | 388,423 | 391,801 | 395,178 | 399,682 |
| River Hills | 138,922 | 142,759 | 145,236 | 145,236 | 145,236 | 146,362 |
| Shorewood | 350,329 | 356,235 | 360,276 | 365,906 | 371,535 | 377,164 |
| Whitefish Bay | 396,332 | 402,651 | 394,052 | 385,045 | 376,038 | 365,906 |

**PUBLIC SAFETY COMMUNICATIONS
SERVICES AGREEMENT**

VILLAGE OF BAYSIDE

AND

VILLAGES OF BROWN DEER, FOX POINT, RIVER HILLS, SHOREWOOD,
WHITEFISH BAY; CITY OF GLENDALE; AND NORTH SHORE FIRE DEPARTMENT

PUBLIC SAFETY COMMUNICATIONS SERVICES AGREEMENT

This Agreement is an Intergovernmental Cooperation Agreement pursuant to Sec. 66.0301, Wis. Stats., by and between the Village of Bayside (hereinafter referred to as Bayside) and the City of Glendale; Villages of Brown Deer, Fox Point, River Hills, Shorewood, and Whitefish Bay; and the North Shore Fire Department (hereinafter referred to as "Member Agencies").

Whereas, the Parties to the Agreement have found it advisable to engage in the provision of a unified public safety answering point (PSAP), communications operation, and public safety records management system (hereinafter referred to as public safety communications) and

Whereas, the governing bodies of the Parties have therefore approved a Plan and Funding for the Bayside Communications Center (BCC), and

Whereas, Bayside and the Member Agencies have operated and funded the Bayside Communication Center (BCC) since 2011, and

Whereas, Bayside and the Member Agencies have operated and funded a joint Public Safety Records Management System (RMS) since 2012, and the initial RMS Agreement required renegotiated terms and successor agreement in 2018, and

Whereas, Bayside and the Member Agencies have mutually benefited, both financially and through the provision of services, and

Whereas, Bayside and the Member Agencies desire to continue the operation and funding of the joint dispatch center and public safety records management system, and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, it is agreed by and between Bayside and Member Agencies as follows:

DURATION

The initial term of the Agreement shall begin on June 1, 2018 for 10 years and shall automatically renew for five-year periods thereafter. During the initial or any subsequent term, a Member Agency may notify BCC of its intent to withdraw for any reason whatsoever from the Agreement or not to renew the Agreement with at least three (3) years advance written notice prior to the end of a term.

SCOPE OF SERVICES

Bayside shall provide emergency dispatching services, computer aided dispatch, and records management system services to member Agencies. Bayside shall purchase, install, and maintain infrastructure, technology, and connectivity necessary to provide services associated directly with the joint public safety communications operation, inclusive of dispatch, computer aided dispatch, and records management systems. Bayside will manage, operate, and administer the personnel and operations of the BCC.

Member Agencies shall establish, maintain and manage the integrity of their Agency assets through wireless digital assistant connectivity and clients. Agencies shall not make any changes on subscriber units that would negatively impact the functionality or delivery of dispatch, computer aided dispatch, records management systems, and mobile communications, unless it is unanimously agreed upon by Bayside and member Agencies to change standards affecting public safety communication services provided by the BCC. Bayside shall provide quarterly financial statements to Member Agencies.

MUTUAL ASSISTANCE

Bayside and Member Agencies acknowledge that by the establishment of BCC by Bayside and its use by Bayside and the Member Agencies, Bayside and the Member Agencies are engaging in Mutual Assistance as set forth in Sec. 66.0313 Wis. Stats.

OPERATIONS ADVISORY COMMITTEE

The Operations Advisory Committee (OAC) shall be composed of the Police Chief of Bayside, the Police or Fire Chief of each Member Agency, and the Communications Center Director. The OAC is advisory in nature and shall discuss and provide input and recommendations on operational and procedural matters that enhance the service delivery, efficiency and consistency in operation, usage, and relationship between the BCC and Member Agencies. Meetings of the OAC shall be held not less frequently than once each calendar quarter, and otherwise at the call of the Bayside Communications Center Director or upon the written request of a least two OAC members.

Bayside and each Member Agency shall appoint a Records Management System Administrator to serve as a liaison for technology related issues to enhance the uniformity, administration, and efficiency in the delivery of public safety services. Bayside and each Member Agency shall appoint a member to serve on the Public Safety Communications Policy Advisory Committee (PAC) to enhance the uniformity, administration, and efficiency in the delivery of public safety services.

CHARGES

Bayside and Member Agencies shall pay an Operating Cost Allocation related to the public safety communications operation as set forth in Appendix A. Annual Operating Cost Budget increases shall not exceed the average of the previous year's Member Agencies public safety (Police and Fire) collective bargaining agreement wage settlements, plus one percent (1%) for operational and personnel costs within the BCC. Bayside and Member Agencies, through written consent, may increase the budgeted allocation beyond the applicable annual increase limit. Bayside shall provide Member Agencies with its Annual Operating and Capital Cost Budget and Member Agency Cost Allocation by September 15 each year.

Should a significant community specific event occur or be requested by Bayside or a Member Agency served by the BCC, and the BCC incurs additional costs related to the event, Bayside or the Member Agency involved shall be responsible for any additional costs incurred. Member agencies should inform the BCC of a community event, construction, or such activities that may impact the BCC at least 96 hours in advance.

A designated Capital Reserve Fund shall be established and funded annually as set forth in Appendix B. This Fund shall be used for current, anticipated, unforeseen, or future major capital purchases, or for debt service of capital purchases. BCC will include an annual report of capital fund related activities.

PAYMENTS

Payments shall be made 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, annually, or on a case by case, through written mutual agreement, by Bayside and the Member Agency.

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, Member Agencies shall be indebted to Bayside 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 Bayside or any 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.

CONFIDENTIALITY

The parties to this Agreement consent to access of their respective municipal records by each agency or to a third party provided that access to confidential law enforcement records or other records recognized as confidential or exempt from disclosure under the Wisconsin Public Records law is restricted to authorized law enforcement, fire department personnel or employees or agents of the parties for bonafide purposes and any information received is held as confidential to the extent allowed under the Wisconsin Public Records Law.

PARTICIPATION

Should additional parties not currently under contract with Bayside nor members of the North Shore Fire Department, contract for the services of the BCC, contribute assets, capital, revenue, or personnel, or make any other contribution which reduces the cost to the BCC for its services, a credit shall be issued to the Member Agencies in an amount to be negotiated. 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 as well as a credit against any Capital Reserve Fund balance already contributed by Member Agencies.

WARRANTIES AND DAMAGES

Bayside and 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 Bayside. 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 Bayside or 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.

In the event that, despite the disclaimer of warranties above, a court of competent jurisdiction determines Bayside to be liable to Member Agencies in any way under this Agreement or pursuant to any other cause of action, the amount of recoverable damages shall be limited to a pro rata refund of Operating Costs and Capital Reserves paid by Member Agencies to Bayside during the preceding twelve (12) months.

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 either 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.

MAINTENANCE, SERVICE, REPAIRS

Member Agencies acknowledge that Bayside may from time to time render certain systems inoperative for service, repairs, alterations, upgrades, etc. and in doing so the Member Agencies service may be interrupted. Bayside will make every effort to notify Member Agencies prior to said down time and provide for alternate methods of providing service for critical systems.

Member Agencies also acknowledge that systems may become inoperative on their own for any number of reasons and Bayside shall only be held responsible for contacting appropriate service companies as soon as reasonably possible after receipt of the request for service and/or maintenance from Member Agencies.

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

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 BCC shall not entitle a terminated Member Agency after termination to any of the services provided by BCC.

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 by a single mediator. In any litigation thereafter will entitle the substantially prevailing party shall be entitled to its attorneys' fees and costs.

AMENDMENTS

Any amendments to this Agreement or any exhibit hereto shall be approved by the governing bodies of Bayside and all Member Agencies. Any additions of product or service recommended by the OAC resulting in a financial impact shall be approved by the chief executive officer of each Member Agency prior to procurement

HOLD HARMLESS

Any uninsured liability, costs of damages for personal injury, property damage, or any other loss of whatever nature incurred by the BCC or any Party by reason of services provided by the BCC shall be the liability of the BCC, subject to the contributions of the Parties herein described. Any such uninsured liability, costs, or damage shall be paid proportionately by each of the Parties in accordance with the Operating Cost Allocation in Appendix A, notwithstanding the political jurisdiction in which such injury, loss, or damage occurs, through contributions by such Parties to the Operating Cost Budget, or if such operating budget is insufficient, through additional contributions to the BCC made proportionately by the Member Agencies in accordance with Appendix A.

ASSIGNMENT

Neither party may assign this Agreement.

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.

INSURANCE

Bayside shall procure and maintain 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 insurance shall name each of the Member Agencies as an additional insured.

WISCONSIN LAW

This Agreement is to be interpreted in accordance with the laws of the State of Wisconsin.

NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall constitute a waiver in whole or in part, of any immunities of Bayside or the Member Agencies under § 893.80 Wis. Stats. or any other statutory or common law.

ACKNOWLEDGMENT

Member Agency 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 Bayside is a provider of equipment and service and not an insurer, and Member Agency agree to be bound by such terms and conditions.

ENTIRE AGREEMENT

This document, including any and all attachments, unless specified as illustrative, constitutes the entire Agreement between Bayside and 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. All prior and collateral understandings, Agreements and promises with respect thereto are merged herein. No provision of this Agreement shall be deemed waived, amended or modified by either 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 Bayside. In the event of failure of approval, the only liability of Bayside shall be to return to Member Agencies the amount, if any, paid to Bayside upon signing of this Agreement. This Agreement supercedes and voids any previously existing agreement between Bayside and any of its Member Agencies.

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.

AUTHORITY

The Undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective Parties.

VILLAGE OF BAYSIDE

By: _____ DATE: _____
Samuel D. Dickman, Village President

By: _____ DATE: _____
Lynn A. Galyardt, Village Clerk

CITY OF GLENDALE

By: _____ DATE: _____
Bryan Kennedy, Mayor

By: _____ DATE: _____
Karen L. Couillard, City Clerk

VILLAGE OF BROWN DEER

By: _____ DATE: _____
Carl Krueger, Village President

By: _____ DATE: _____
Jill Kenda-Lubetski, Village Clerk

VILLAGE OF FOX POINT

By: _____ DATE: _____
Douglas Frazer, Village President

By: _____ DATE: _____
Kelly Meyer, Village Clerk

VILLAGE OF RIVER HILLS

By: _____ DATE: _____
J. Stephen Anderson, Village President

By: _____ DATE: _____
Chris Lear, Village Clerk

VILLAGE OF SHOREWOOD

By: _____ DATE: _____
Allison Rozek, Village President

By: _____ DATE: _____
Sara Bruckman, Village Clerk

VILLAGE OF WHITEFISH BAY

By: _____ DATE: _____
Julie Siegel, Village President

By: _____ DATE: _____
Jennifer Amerell, Village Clerk

NORTH SHORE FIRE DEPARTMENT

By: _____ DATE: _____
Bryan Kennedy, President

By: _____ DATE: _____
Carl Krueger, Secretary

APPENDIX A: Operating Cost Allocation

For the fiscal year 2018, Bayside and Member Agency billings to the BCC total \$2,251,633. Member Agencies shall pay the following allocation of the annual budgeted operational charges (Operating Cost Allocation):

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|----------------------|--------|--------|--------|--------|--------|
| Bayside | 12.50% | 12.50% | 12.50% | 12.50% | 12.50% |
| Brown Deer | 17.74% | 17.75% | 17.75% | 17.75% | 17.75% |
| Fox Point | 12.60% | 12.55% | 12.55% | 12.55% | 12.50% |
| Glendale | 17.11% | 17.25% | 17.40% | 17.55% | 17.75% |
| River Hills | 6.34% | 6.45% | 6.45% | 6.45% | 6.50% |
| Shorewood | 15.82% | 16.00% | 16.25% | 16.50% | 16.75% |
| Whitefish Bay | 17.88% | 17.50% | 17.10% | 16.70% | 16.25% |

Future year's costs shall be determined by the conditions specified in the Agreement (Charges). Percentages in years 2023 and beyond shall be the same as 2022.

APPENDIX B: Capital Reserve Fund

For the purposes of this Agreement:

- Bayside and Member Agency Contributions to the BCC Capital Reserve Fund shall be:
 - 2018: \$143,962.79
 - 2019: \$157,326.27
 - 2020: \$172,387.39
- Member Agencies shall pay the following allocation of the annual budgeted capital reserve charges:

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|---------------|--------|--------|--------|--------|--------|
| Bayside | 12.50% | 12.50% | 12.50% | 12.50% | 12.50% |
| Brown Deer | 17.74% | 17.75% | 17.75% | 17.75% | 17.75% |
| Fox Point | 12.60% | 12.55% | 12.55% | 12.55% | 12.50% |
| Glendale | 17.11% | 17.25% | 17.40% | 17.55% | 17.75% |
| River Hills | 6.34% | 6.45% | 6.45% | 6.45% | 6.50% |
| Shorewood | 15.82% | 16.00% | 16.25% | 16.50% | 16.75% |
| Whitefish Bay | 17.88% | 17.50% | 17.10% | 16.70% | 16.25% |

- After 2020, the annual capital fund allocation shall increase by the same percentage as the operating budget as outlined in the Agreement. Percentages in years 2023 and beyond shall be the same as 2022.



VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: President Julie Siegel & Village Board of Trustees

REPORT FROM: Paul Boening – Village Manager

DATE: 5/31/18

AGENDA ITEM: Approval of Agreement with the North Shore Health Department for Public Health Services.

ACTION REQUESTED: Ordinance Resolution Motion (Consent Agenda)

BACKGROUND

North Shore Health Director Ann Christiansen prepared a detailed memo (attached) that summarizes the current and proposed Health Department funding formulas.

The proposed Agreement is also attached. Attorney Jaekels has reviewed the form of the agreement and did not recommend any modifications.

RECOMMENDED ACTION BY VILLAGE BOARD

To approve the Public Health Services Agreement as part of the Consent Agenda.

C: Department Heads
Attorney Jaekels

Memorandum

Date:

To: Andrew Pederson, Bayside Village Manager
Michael Hall, Brown Deer Village Manager
Rachel Reiss, Glendale City Administrator
Scott Botcher, Fox Point Village Manager
Chris Lear, River Hills Village Manager
Rebecca Ewald, Shorewood Village Manager
Paul Boening, Whitefish Bay Village Manager

From: Ann Christiansen, Health Director/Officer

Re: Agreement for Public Health Services – North Shore Health Department



**NORTH SHORE
HEALTH DEPARTMENT**

Serving the communities of Bayside, Brown Deer, Fox Point,
Glendale, River Hills, Shorewood and Whitefish Bay, Wisconsin

The purpose of a new agreement for Public Health Services is to update the scope of services based current WI State Statutes and Administrative Code and to revise the funding formula. For this agreement, the general provisions and services have been updated to reflect growth in the department, changes in community health priorities, opportunities available through grant funding, and changes in service provision based on lack of need and interest by North Shore residents. Appendix A in the new agreement reflects current provisions and services.

The current funding formula for the North Shore Health Department was created in 2011 when the seven communities consolidated into our current structure. Costs were allocated based on “direct charges” and “indirect charges”. Direct charges were calculated based on an estimate of direct hours of service provided by the health department multiplied by the “nurse rate” indexed to the Consumer Price Index. There was no equivalent usage data for Shorewood and Whitefish Bay at the time of consolidation, so it was determined that Shorewood would have similar usage amount compared to Brown Deer and Whitefish Bay would be similar to Glendale. The remaining indirect charges were based on the percent of population distribution. Direct charges amounted to about 69% of the funds and 31% of the funds were indirect charges. In 2014, the Board of Health and the seven municipalities approved a resolution agreeing to freeze the percent distribution for our costs.

After six years maintaining the same percent distribution, the funding distribution does not reflect the current population distribution in the North Shore, yet the health department is charged with serving all residents in the community. Further, there is little documentation describing how usage was calculated in previous years. As health departments evolve, the NSHD is providing fewer direct services (such as immunizations) to individual residents. The majority of our work, (like the program monitoring the beaches for E. coli) reaches the entire North Shore population, further complicating our ability to quantify usage.

The proposed formula is based on a funding distribution split of 35% usage and 65% per capita costs. With this proposed funding formula, usage is calculated based on the proportion of communicable disease investigations done in each community for the combined years of 2015-2017.

To offset the fluctuations in the revised costs, the changes to the budget would be phased in over five years. The proposed funding formula would not be adjusted annually to allow time to phase in the new amounts. Cost of living increases would be applied annually. Population and usage distributions would

be reassessed in 2023 for the 2024 budget. We would apply the same formula (65% population,35% usage) using communicable disease investigation data from 2020-2022 to calculate usage and 2020 Census data for population numbers. Given the relatively stable percent distributions for communicable disease investigations we would not expect significant changes for the 2024 and future budgets with this model. The only major change that could occur under this funding formula would be if the health department consolidated into one office. We would then determine at that time how those unit costs would be absorbed into the other components of the funding formula. Future changes would be brought before the Village Boards/City Council for review and approval.

| Usage based on Communicable Disease Investigation Weight | | | | | | |
|--|---------|-------------------|--|-------------------|--------|--|
| 35% Usage | | | 65% Per Capita | | | |
| Current | | \$165,429 | | Population | | |
| \$ | \$ | \$18,381 per unit | Weighted units (See Weighted Unit Table) | \$4.74 per capita | | |
| Bayside | 27,697 | 6% | 0.33 | 20,804 | 4,389 | |
| Brown Deer | 133,005 | 28% | 1.71 | 56,875 | 11,999 | |
| Fox Point | 28,737 | 6% | 0.67 | 31,763 | 6,701 | |
| Glendale | 68,157 | 14% | 1.56 | 61,013 | 12,872 | |
| River Hills | 9,737 | 2% | 0.17 | 7,570 | 1,597 | |
| Shorewood | 135,604 | 29% | 1.41 | 62,388 | 13,162 | |
| Whitefish Bay | 69,716 | 15% | 1.15 | 66,881 | 14,110 | |
| | 472,653 | | 7 | 307,294* | | |

*Differences due to rounding adjustments.

| | Revised Totals | Revised Percent of total funding | Difference from current | Annual Increase/Decrease each year for 5 years | | 2019 Budget |
|---------------|----------------|----------------------------------|-------------------------|--|--------------------------|-------------|
| | | | | Annual Increase/Decrease each year for 5 years | First year revised costs | |
| | \$ | | \$ | | | 2.0% COLA |
| Bayside | 26,870 | 6% | (827) | (165) | 27,532 | \$28,03 |
| Brown Deer | 106,688 | 23% | (26,317) | (5,263) | 127,742 | \$130,297 |
| Fox Point | 44,078 | 9% | 15,341 | 3,068 | 31,805 | \$32,441 |
| Glendale | 89,687 | 19% | 21,530 | 4,306 | 72,643 | \$73,912 |
| River Hills | 10,695 | 2% | 958 | 192 | 9,929 | \$10,128 |
| Shorewood | 106,686 | 23% | (28,918) | (5,784) | 129,820 | \$132,416 |
| Whitefish Bay | 88,019 | 19% | 18,303 | 3,661 | 73,377 | \$74,845 |
| | | | | | 472,668 | 482,122 |

Weighted Unit Table*

| Communicable Disease Investigations | Bayside | Brown Deer | Fox Point | Glendale | River Hills | Shorewood | Whitefish Bay | Regional | Total Investigations | North Shore Only |
|--------------------------------------|---------|------------|-----------|----------|-------------|-----------|---------------|----------|----------------------|------------------|
| 2015 | 17 | 99 | 32 | 89 | 6 | 93 | 56 | 105 | 497 | 392 |
| 2016 | 26 | 141 | 55 | 108 | 10 | 88 | 96 | 45 | 569 | 524 |
| 2017 | 30 | 140 | 62 | 149 | 22 | 132 | 103 | 58 | 696 | 638 |
| Three Year Total NSHD Investigations | 73 | 380 | 149 | 346 | 38 | 313 | 255 | 208 | 1,762 | 1,554 |
| Percent | 4.7% | 24.5% | 9.6% | 22.3% | 2.4% | 20.1% | 16.4% | | | 100% |
| Units | 0.33 | 1.71 | 0.67 | 1.56 | 0.17 | 1.41 | 1.15 | | | 7 Units |

**AGREEMENT FOR PUBLIC HEALTH SERVICES
NORTH SHORE HEALTH DEPARTMENT**

VILLAGE OF BROWN DEER

AND

VILLAGES OF BAYSIDE, FOX POINT, RIVER HILLS, SHOREWOOD, WHITEFISH BAY; CITY OF GLENDALE;

**AGREEMENT FOR PUBLIC HEALTH SERVICES
NORTH SHORE HEALTH DEPARTMENT**

This Agreement is an Intergovernmental Cooperation Agreement pursuant to Sec. 66.0301, Wis. Stats., by and between the Village of Brown Deer (hereinafter referred to as Brown Deer) and the City of Glendale; Villages of Bayside, Fox Point, River Hills, Shorewood, and Whitefish Bay (hereinafter referred to as "Member Agencies").

WHEREAS, Section 251.02 (2). of the Wisconsin Statutes specifically states that "In a county with a population of 500,000 or more, the governing body of each city or village shall establish a local health department that meets the requirements of this chapter (251) or shall contract with the local health department of another city or village in the county to have that local health department provide services"; and,

WHEREAS, Section 251.03 (1) of the Wisconsin Statutes provides for the creation of a local board of health; and,

WHEREAS, Section 251.04 of the Wisconsin Statutes prescribes the duties and powers of a local board of health that includes, but does not limit, assuring a maintenance level of at least a "Level 2", as defined in Section 251.05 (2)(a) of the Wisconsin Statutes; and,

WHEREAS, Section 251.05 (3) of the Wisconsin Statutes further requires a local health department to: (a) regularly and systematically collect, assemble, analyze and make available information on the health of the community, including statistics on health status, community health needs and epidemiologic and other studies of health problems; (b) develop public health policies and procedures for the community; (c) involve key policymakers and the general public in determining a set of high priority public health services and assure these services to every member of the community; and, (d) submit data, as requested, to the local public health data system established by the department; and,

Whereas, Brown Deer and the Member Agencies have operated and funded a joint local health department since 2012, and

Whereas, Brown Deer and the Member Agencies have mutually benefited, both financially and through the provision of services, and

Whereas, Brown Deer and the Member Agencies desire to continue the operation and funding of the North Shore Health Department, and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, it is agreed by and between Brown Deer and Member Agencies as follows:

SCOPE OF CONTRACT

This Agreement supersedes and replaces all prior agreements for joint-local health department services, excepting that any provision of a previous agreement which is not specifically covered or amended by this Agreement shall remain in full force and effect, specifically, without limitation by enumeration

herein, prior provisions relating to the organizational and governance structure of the North Shore Health Department.

DURATION

The initial term of the Agreement shall be for 10 years and shall automatically renew for five-year periods thereafter. During the initial or any subsequent term, a Member Agency may notify the NSHD of its intent to withdraw for any reason whatsoever from the Agreement or not to renew the Agreement with at least three (3) years advance written notice prior to the end of a term.

SCOPE OF SERVICES

Brown Deer, on behalf of the North Shore Health Department, shall supply the following local public health services to all municipalities signatory to this agreement:

- A. Local Board of Health to discharge the powers, duties, and statutory obligations in accordance with Chapter 251 of the Wisconsin Statutes and DHS 140 of the Wisconsin Administrative Code for a Level II or Level III health department. Such services include, but are not limited to, public health nursing services, prevention and control of communicable disease and other disease, promotion of health and abatement or removal of human health hazards and selected objectives consistent with *Healthier People in Wisconsin: A Public Health Agenda for Year 2020* and DHS 140.04 and 140.05 of the Wisconsin Administrative Code. General public health services are more fully set forth in Appendix A.
- B. Local Health Officer to provide Level II or Level III public health services, with qualifications and duties of said local public health officer as prescribed in Section 251.06 of the Wisconsin Statutes and to discharge the duties of said office in accordance with Section 251.06 (3) of the Wisconsin Statutes.
- C. Submit on behalf of the North Shore Department grant proposals to State, Federal, or other agencies to assist in defraying costs of providing services herein.
- D. Perform any other and further activities as may be necessary and proper to provide public health services.
- E. A Medical Officer who is the medical advisor and is licensed to practice medicine and surgery by the State of Wisconsin shall be appointed by the Board of Health for a two-year term.
- F. Upon approval and execution of this agreement, the above-named municipalities agree that public health services will be performed in each of the municipalities by the "North Shore Health Department". In providing such services under this agreement, the employees of the North Shore Health Department will be employees of Brown Deer and will perform under the Director, (local health officer) who will work under the general direction of the Chief Administrative Officer in each North Shore municipality party to this agreement, or his/her designee in his/her municipality.

BOARD OF HEALTH

The North Shore Board of Health shall be composed of a representative appointed by each municipality for a two-year term, and members of the Board of Health will be authorized to carry out the duties and functions as specified in Section 251.04 of the Wisconsin Statutes.

The Board shall ensure that the Department provides all services required by Chapter 251 of the Wisconsin State Statutes and DHS 140 of the Wisconsin Administrative Code for a Level II or Level III health department.

CHARGES

Brown Deer and Member Agencies shall pay an Operating Cost Allocation related to the North Shore Health Department as set forth in Appendix B. Annual Operating Cost Budget increases shall not exceed the average of the previous year's Member Agencies public safety (Police and Fire) collective bargaining agreement wage settlements, plus one percent (1%). Brown Deer and Member Agencies, through written consent, may increase the budgeted allocation beyond the applicable annual increase limit. Brown Deer shall provide Member Agencies with its Annual Operating Cost Allocations by September 15 each year.

Should a significant community specific public health event or emergency occur or be requested by Brown Deer or a Member Agency served by the NSHD, and the NSHD incurs additional costs, Brown Deer or the Member Agency involved shall be responsible for any additional costs incurred.

LEGAL REPRESENTATION

The Village of Brown Deer's municipal attorney will serve as the default legal counsel for the North Shore Health Department for general questions and legal issues that impact the entire jurisdiction. Fees for legal council will be paid for by the North Shore Health Department as part of their Administrative Charges paid to the Village of Brown Deer. If there is a need for enforcement actions in Brown Deer or a specific Member Agency, the municipal attorney for the impacted municipality will be consulted by the North Shore Health Department, and representation and all attorney's fees and costs regarding representation shall be paid for by the specific municipality.

PAYMENTS

Payments to the North Shore Health Department for Operative Costs shall be made fifteen (15) days prior to the last day of the first, fourth, seventh, and tenth month of the year.

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, Member Agencies shall be indebted to Brown Deer 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 Brown Deer or any 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.

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, and shall be responsible for all costs and fees attendant with the defense or settlement of such a claim. Nothing in this Agreement shall be construed to limit the right of contribution of either 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.

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 by a single mediator. In any litigation thereafter will entitle the substantially prevailing party shall be entitled to its attorneys' fees and costs.

AMENDMENTS

Any amendments to this Agreement or any exhibit hereto shall be approved by the governing bodies of Brown Deer and all Member Agencies.

HOLD HARMLESS

Any uninsured liability, costs of damages for personal injury, property damage, or any other loss of whatever nature incurred by the NSHD or any Party by reason of services provided by the NSHD shall be the liability of the NSHD, subject to the contributions of the Parties herein described. Any such uninsured liability, costs, or damage shall be paid proportionately by each of the Parties in accordance with the Operating Cost Allocation in Appendix A, notwithstanding the political jurisdiction in which such injury, loss, or damage occurs, through contributions by such Parties to the Operating Cost Budget, or if such operating budget is insufficient, through additional contributions to the NSHD made proportionately by the Member Agencies in accordance with Appendix A.

ASSIGNMENT

No party may assign this Agreement.

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.

INSURANCE

Brown Deer shall procure and maintain during the term of this Agreement insurance to cover this operation. Such insurance shall include, but not be limited to property, workers compensation, energy systems, errors and omissions, and employee dishonesty insurance coverage. Such insurance shall name each of the Member Agencies as an additional insured.

WISCONSIN LAW

This Agreement is to be interpreted in accordance with the laws of the State of Wisconsin.

NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall constitute a waiver in whole or in part, of any immunities of Brown Deer or the Member Agencies under § 893.80 Wis. Stats. or any other statutory or common law.

ACKNOWLEDGMENT

Member Agency 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 Brown Deer is a provider of equipment and service and not an insurer, and Member Agency agree to be bound by such terms and conditions.

ENTIRE AGREEMENT

This document, including any and all attachments, unless specified as illustrative, constitutes the entire Agreement between Brown Deer and Member Agencies on this subject matter, except as specifically set forth under Scope of Services, 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. All prior and collateral understandings, Agreements and promises with respect thereto are merged herein. No provision of this Agreement shall be deemed waived, amended or modified by either 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 Brown Deer. In the event of failure of approval, the only liability of Brown Deer shall be to return to Member Agencies the amount, if any, paid to Brown Deer upon signing of this Agreement. This Agreement supersedes and voids any previously existing agreement between Brown Deer and any of its Member Agencies, except as specified herein.

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.

AUTHORITY

The Undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective Parties.

VILLAGE OF BAYSIDE

By: _____ DATE: _____
Samuel D. Dickman, Village President

By: _____ DATE: _____
Lynn A. Galyardt, Village Clerk

CITY OF GLENDALE

By: _____ DATE: _____
Bryan Kennedy, Mayor

By: _____ DATE: _____
Karen L. Couillard, City Clerk

VILLAGE OF BROWN DEER

By: _____ DATE: _____
Carl Krueger, Village President

By: _____ DATE: _____
Jill Kenda-Lubetski, Village Clerk

VILLAGE OF FOX POINT

By: _____ DATE: _____
Douglas Frazer, Village President

By: _____ DATE: _____
Kelly Meyer, Village Clerk

VILLAGE OF RIVER HILLS

By: _____ DATE: _____
J. Stephen Anderson, Village President

By: _____ DATE: _____
Tammy LaBorde, Village Clerk

VILLAGE OF SHOREWOOD

By: _____ DATE: _____
Allison Rozek, Village President

By: _____ DATE: _____
Sara Bruckman, Village Clerk

VILLAGE OF WHITEFISH BAY

By: _____ DATE: _____
Julie Siegel, Village President

By: _____ DATE: _____
Jennifer Amerell, Village Clerk

APPENDIX A

North Shore Health Department Services for the 7 North Shore Communities

General Provisions

Board of Health:

- Representation from each community.
- Participation in program evaluation and staff selection process.
- Carry out powers and duties specified in WI State Statute, Chapter 251.04.

Finances:

- Budget management and preparation with Board of Health.
- Village of Brown Deer as fiscal agent for the Department.
- Annual budget presentation to Village of Brown Deer and any requesting municipalities.

Grant Management:

- Negotiating and completing grant objectives.
- Completing required annual grant reports.
- Submitting grant expenditure reports and managing grant funds.

Health Department Level:

- Maintain minimum Level II status as outlined in WI State Statute, Chapter 251 and WI Administrative Code, DHS 140.

Location:

- 2 locations at the existing facilities in Shorewood and Brown Deer.

Partnerships:

- Collaborating with other community departments, school systems, healthcare facilities, businesses and senior and other community organizations.
- Serve on local, regional, county, or state coalitions related to North Shore community health improvement initiatives.

Program/Service Development:

- Public health programs and services developed according to needs as identified by a North Shore Community Health Assessment and North Shore Community Health Improvement Plan and Department of Health Services Administrative Rule, 140.

Program/Service Evaluation:

- Communities will have opportunities for continued evaluation of programs and services. North Shore Health Department will maintain a Performance Management System for tracking and reporting on department programs and services.

North Shore Health Department Services and Programs (in alphabetical order),
as of 2018

Animal Bites to Humans (WI State Statute, Chapter 95.21 – Animal Health):

Quarantine dogs and cats after bites to humans in communities with local rabies control programs.

Collect and submit animal specimens for rabies testing.

Provide information to the public on health effects of animal bites.

Attend vicious animal hearings as requested by police.

Beach Water Testing (Grant from WI Department of Natural Resources):

Test water from Atwater, Klode, and Doctors Park beaches during swimming season.

Post test results at the beaches and on wibeaches.com.

Close and reopen beaches to wading and swimming as necessary.

Blood Pressure Checks (Administrative Code, DHS 140 – Public Health Nursing Services):

By appointment at either location.

Monthly blood pressure clinics throughout North Shore.

Cholesterol/Triglyceride/Glucose Screening (WI Administrative Code, DHS 140 – Public Health Nursing Services):

By appointment during monthly scheduled cholesterol clinics at both locations. Includes discussion of results with a public health nurse.

Communicable Disease Control (WI State Statute, Chapter 252 – Communicable Disease):

Active surveillance of community schools, daycares and nursing homes. Receiving and analyzing communicable disease reports from these sources.

Follow-up on communicable diseases according to state protocols.

Report disease outbreaks to the community via newsletters and the websites.

Provide antituberculosis medications to TB infected residents and doing directly observed therapy as required.

Home/school/business visits as necessary for disease prevention and control.

Community Events (WI Administrative Code, DHS 140 - Services to Promote Health):

Participate in public health-related community events throughout North Shore.

Community Health Assessment (WI Administrative Code, DHS 140, Public Health Nursing Services)

Participate in or lead a collaborative process resulting in a comprehensive community health assessment.

Community Health Improvement Initiatives (Priorities identified as part of Community Health Improvement Planning Process, WI Administrative Code, DHS 140). Example priorities include:

- Injury Prevention
- Chronic Disease Prevention and Control
- Mental Health and Wellness
- Substance Abuse
- Other Emerging Public Health Priorities

Emergency Preparedness (WI State Statute, Chapter 323 - Emergency Management; CDC and WI Department of Health Services Grant Funding):

Attend regional and statewide planning and training sessions and exercises.

Provide information to the public on preparing for disasters and emergencies.

24 hour on-call availability of health department personnel via a cell phone number available to North Shore Fire/Rescue, community officials and police departments. Number available through Bayside Communications Center.

Flu Clinics (WI Administrative Code, DHS 140 – Public Health Nursing Services):

At varying locations throughout the North Shore.

Food Safety and Recreational Licensing (WI State Statute, Chapter 97.41 – Retail Food: WI Administrative Code, DHS 140)

Health Education and Information (WI Administrative Code, DHS 140 – Public Health Nursing Services, Services to Promote Health):

Available from a public health nurse by phone or by visiting either location.

Posted on community websites and social media.

Printed educational materials available by request.

Prepare community newsletter articles as requested.

Home Visits (WI Administrative Code, DHS 140 – Public Health Nursing Services):

Provide home visits for newborns, elderly, or others with health concerns or reportable communicable diseases.

Provide home visits when referred by health care providers and fire and police departments.

Human Health Hazard Investigation (WI State Statute, Chapter 254.55 – Human Health Hazards; WI Administrative Code, DHS 140):

Follow-up on referrals or concerns from public.

Immunization Program (WI Administrative Code, DHS 140 - Public Health Nursing Services, Grant funding from WI Department of Health Services):

Offer two immunization clinics per month at the Shorewood location, two clinics per month at the Brown Deer location, one clinic per month at the North Shore Library.

Immunizations provided based on guidelines by the CDC and WI Department of Health Service's Vaccine for Children Program.

Access and update the statewide immunization database.

Assure compliance with Wisconsin Student Immunization Law.

Lead Screening and Prevention (WI State Statute, Chapter 254.152, Toxic Substances, Lead Poisoning, Grant funding from WI Department of Health Services):

Consultation and referral for families with a child with elevated blood lead levels.

HEPA vacuum rental for lead particle cleanup.

Maternal and Child Health (WI Administrative Code, DHS 140 - Public Health Nursing Services, Grant funding from WI Department of Health Service)

Priorities determined based on Maternal and Child Health Block Grant to DHS. Priorities in 2018 include suicide prevention and support for breastfeeding in workplaces and childcare settings.

Referrals for free mammograms and Pap tests for qualifying women through a State-funded program.

Mosquito (West Nile Virus) Surveillance (WI Administrative Code, DHS 140 – Conduct Environmental Health Program):

Test ditches and catchbasins for mosquito larvae in communities using larvicide, per requirements of DNR permit.

Provide public information on mosquito control and personal protection.

APPENDIX B: Operating Cost Allocation

For the fiscal year 2018, Brown Deer and Member Agency billings to the North Shore Health Department total. Member Agencies shall pay the following allocation of the annual budgeted operational charges (Operating Cost Allocation):

| | Current - 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|----------------------|---------------------------|-------------|-------------|-------------|-------------|-------------|
| Bayside | 5.86% | 5.82% | 5.79% | 5.75% | 5.72% | 5.68% |
| Brown Deer | 28.14% | 27.03% | 25.91% | 24.80% | 23.68% | 22.57% |
| Fox Point | 6.08% | 6.73% | 7.38% | 8.03% | 8.68% | 9.32% |
| Glendale | 14.42% | 15.33% | 16.24% | 17.15% | 18.06% | 18.97% |
| River Hills | 2.06% | 2.10% | 2.14% | 2.18% | 2.22% | 2.26% |
| Shorewood | 28.69% | 27.47% | 26.24% | 25.02% | 23.79% | 22.57% |
| Whitefish Bay | 14.75% | 15.52% | 16.30% | 17.07% | 17.85% | 18.62% |

Future year's costs shall be determined by the conditions specified in the Agreement (Charges). Percentages in years 2024 and beyond shall be assessed based on the funding formula in 2023.

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning July 1 20 18
 ending June 30 20 19

TO THE GOVERNING BODY of the: Town of }
 Village of } WFB
 City of }

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

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

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

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

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

| Title | Name (Last, First, M.I.) | Home Address | Post Office & Zip Code |
|-----------------------|--------------------------|--------------------|------------------------|
| President/Member | <u>Kelly, Roman, G</u> | <u>1912 N 60th</u> | <u>MKE WI 53208</u> |
| Vice President/Member | | | |
| Secretary/Member | | | |
| Treasurer/Member | | | |
| Agent | <u>Roman Kelly</u> | | |
| Directors/Managers | | | |

3. Trade Name Fox Reg Cheese Grill Business Phone Number 414-906-9994
 4. Address of Premises 334 E Silver Spring Dr Post Office & Zip Code WFB WI 53217

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 2000 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Movie Theater / Restaurant
 10. Legal description (omit if street address is given above):
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? Whiskey Reg Entertainment LLC
 12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864]. Yes No
 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 18 day of May, 20 18

[Signature]
 (Clerk/Notary Public)

[Signature]
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

My commission expires 10/21/21

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

| | | | |
|--|--------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk | Date reported to council/board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| <u>5/18/18</u> | <u>5/18/18</u> | | <u>[Signature]</u> |
| Date license granted | Date license issued | License number issued | |
| | | | |

03

| Applicant's WI Seller's Permit No.: FEIN Number: | |
|--|----------------|
| <u>456-000426751 39-1987678</u> | |
| LICENSE REQUESTED | |
| TYPE | FEE |
| <input type="checkbox"/> Class A beer | \$ |
| <input checked="" type="checkbox"/> Class B beer | \$ <u>100</u> |
| <input type="checkbox"/> Class C wine | \$ |
| <input type="checkbox"/> Class A liquor | \$ |
| <input type="checkbox"/> Class A liquor (cider only) | \$ <u>N/A</u> |
| <input checked="" type="checkbox"/> Class B liquor | \$ <u>500</u> |
| <input type="checkbox"/> Reserve Class B liquor | \$ |
| <input type="checkbox"/> Class B (wine only) winery | \$ |
| Publication fee | \$ <u>6.05</u> |
| TOTAL FEE | \$ |

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning July 1 20 18 ;
 ending June 30 20 19 ;

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

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

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

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

2. Name (Individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ _____

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

| | Title | Name (Last, First, M.I.) | Home Address | Post Office & Zip Code |
|-----------------------|---------------------|---------------------------|---------------------------|------------------------|
| President/Member | <u>President</u> | <u>Pandl, John R. Jr.</u> | <u>5026 N Woodburn St</u> | <u>WFB 53217</u> |
| Vice President/Member | <u>V. President</u> | <u>Pandl, Laura</u> | <u>Same</u> | <u>Same</u> |
| Secretary/Member | | | | |
| Treasurer/Member | | | | |
| Agent | | <u>John R Pandl Jr.</u> | | |
| Directors/Managers | | | | |

3. Trade Name ▶ Jack Pandl's Whitefish Bay Inn Business Phone Number 414-964-3800
 4. Address of Premises ▶ 1319 E Henry Clay St Post Office & Zip Code ▶ WFB 53217

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

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Full Service Restaurant
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? Jack Pandl's Whitefish Bay Inn
12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864]. Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME
 this 20 day of May, 20 18

 (Clerk/Notary Public)

John R Pandl Jr.
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
Laura Pandl
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

My commission expires 10/21/21

(Additional Partner(s)/Member/Manager of Limited Liability Company If Any)

TO BE COMPLETED BY CLERK

| | | | |
|---|---|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk <u>5/20/18</u> | Date reported to council heard <u>6/14/18</u> | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| Date license granted | Date license issued | License number issued | |

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning July 1 20 18 ;
 ending June 30 20 19 ;

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

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

| Applicant's WI Seller's Permit No.: <u>456-1029905084</u> FEIN Number: <u>02</u> | |
|--|---------------|
| LICENSE REQUESTED | |
| TYPE | FEE |
| <input type="checkbox"/> Class A beer | \$ |
| <input checked="" type="checkbox"/> Class B beer | \$ <u>100</u> |
| <input type="checkbox"/> Class C wine | \$ |
| <input type="checkbox"/> Class A liquor | \$ |
| <input type="checkbox"/> Class A liquor (cider only) | \$ N/A |
| <input checked="" type="checkbox"/> Class B liquor | \$ <u>500</u> |
| <input type="checkbox"/> Reserve Class B liquor | \$ |
| <input type="checkbox"/> Class B (wine only) winery | \$ |
| Publication fee | \$ <u>5</u> |
| TOTAL FEE | \$ <u>605</u> |

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

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

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

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

| Title | Name (Last, First, M.I.) | Home Address | Post Office & Zip Code |
|-----------------------|---------------------------------|----------------------------------|------------------------|
| President/Member | <u>Owner Arroyo, Anne Marie</u> | <u>5764 N. Santa Monica Blvd</u> | <u>WFS 53217</u> |
| Vice President/Member | <u>Owner Greene, Pamela</u> | <u>5764 N. Santa Monica Blvd</u> | <u>WFS 53217</u> |
| Secretary/Member | | | |
| Treasurer/Member | | | |
| Agent | <u>Anne Marie Arroyo</u> | | |
| Directors/Managers | | | |

3. Trade Name _____ Business Phone Number _____
 4. Address of Premises 501 E. Silver Spring Drive WFS Post Office & Zip Code 53217

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

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Restaurant dining areas, including outdoor patio
 10. Legal description (omit if street address is given above): _____
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? Son Flower, LLC
 12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864]. Yes No
 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 16 day of May, 20 18

 (Clerk/Notary Public)

[Signature]
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

My commission expires 10/21/21

TO BE COMPLETED BY CLERK

| | | | |
|--|--------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk | Date reported to council/board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| <u>5/16/18</u> | <u>6/14/18</u> | | |
| Date license granted | Date license issued | License number issued | |

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning July 1 2018 ending June 30 2019

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

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

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

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

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

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

Title Name (Last, First, M.I.) Home Address Post Office & Zip Code
 President/Member Willard Brewer Stouffer 309 Potter St. 53715
 Vice President/Member _____
 Secretary/Member _____
 Treasurer/Member _____
 Agent Cooper Fenendael Ledvina
 Directors/Managers _____

3. Trade Name The Roman Candle Pizza Business Phone Number 414-964-3000
 4. Address of Premises 133 E. Silver Spring Dr. Post Office & Zip Code 53217

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 2013 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
 9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Liquor cage, reach in cooler, refrigerator

10. Legal description (omit if street address is given above): _____
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? TRC Whitefish Bay LLC.
 12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864]. Yes No
 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME
 this 19 day of May, 2018
 _____ (Clerk/Notary Public)
 My commission expires 10/21/21
 _____ (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
 _____ (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
 _____ (Additional Partner(s)/Member/Manager of Limited Liability Company If Any)

| TO BE COMPLETED BY CLERK | | | |
|--|--------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk | Date reported to council/board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| <u>5/19/18</u> | <u>6/14/18</u> | | |
| Date license granted | Date license issued | License number issued | |
| | | | |

| Applicant's Wh Seller's Permit No.: <u>456-102800-9998-02</u> | | FEIN Number: | |
|---|-----------|-------------------|--|
| LICENSE REQUESTED | | | |
| TYPE | FEE | | |
| <input type="checkbox"/> Class A beer | \$ | | |
| <input checked="" type="checkbox"/> Class B beer | \$ | <u>100</u> | |
| <input type="checkbox"/> Class C wine | \$ | | |
| <input type="checkbox"/> Class A liquor | \$ | | |
| <input type="checkbox"/> Class A liquor (cider only) | \$ | N/A | |
| <input checked="" type="checkbox"/> Class B liquor | \$ | <u>8500</u> | |
| <input type="checkbox"/> Reserve Class B liquor | \$ | | |
| <input type="checkbox"/> Class B (wine only) winery | \$ | | |
| Publication fee | \$ | <u>5</u> | |
| TOTAL FEE | \$ | <u>605</u> | |

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning 7/1 2018
 ending 6/30 2019

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

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

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): McMahon, James Brian
The Bay LLC

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

| Title | Name (Last, First, M.I.) | Home Address | Post Office & Zip Code |
|-----------------------|--------------------------|---------------------------|---------------------------------|
| President/Member | | | |
| Vice President/Member | | | |
| Secretary/Member | | | |
| Treasurer/Member | | | |
| Agent | <u>GM</u> | <u>McMahon, James, B.</u> | <u>3168 N. 4th Street 53212</u> |
| Directors/Managers | | | |

3. Trade Name The Bay Business Phone Number 414-455-3045
 4. Address of Premises 342 East Silver Spring Drive Post Office & Zip Code 53217

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 12/12 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

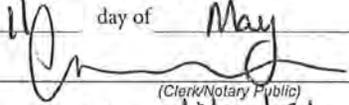
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

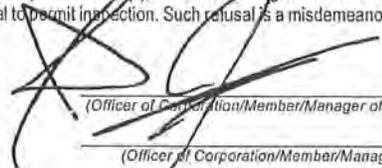
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) _____
 10. Legal description (omit if street address is given above): _____
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? _____
 12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] Yes No
 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 10 day of May, 2018


 (Clerk/Notary Public)


 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

My commission expires 10/21/21

(Additional Partner(s)/Member/Manager of Limited Liability Company If Any)

| TO BE COMPLETED BY CLERK | | | |
|--|--------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk | Date reported to council/board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| <u>5/11/18</u> | <u>6/21/18</u> | | |
| Date license granted | Date license issued | License number issued | |
| | | | |

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7/1/2018 ending: 6/30/2019
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of Village of City of } Whitefish Bay
 County of Milwaukee Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:
 Full Name(s) (Last, First and Middle Name) _____ Home Address _____ Post Office & Zip Code _____

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Wisconsin CVS Pharmacy, L.L.C.
 Address of Corporation/Limited Liability Company (if different from licensed premises) One CVS Drive M/C 1160 Woonoskocet, RI 02895

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

| Title | Name (Inc. Middle Name) | Home Address | Post Office & Zip Code |
|-----------------------|-------------------------|---|------------------------|
| President/Member | | | |
| Vice President/Member | <u>See attached</u> | | |
| Secretary/Member | | | |
| Treasurer/Member | | | |
| Agent | <u>Robert Stuckey</u> | <u>613 Maple Tree, Watertown WI 53185</u> | |
| Directors/Managers | | | |

C. 1. Trade Name CVS Pharmacy #8768 Business Phone Number 414-962-7071
 2. Address of Premises 240 East Hampton Post Office & Zip Code Oshkosh, WI 53217

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Sales Floor & Storage room
5. Legal description (omit if street address is given above): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No
- b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. agent change Yes No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 4 day of may, 20 18
Gloria E. St. Onge
(Clerk/Notary Public)
 Notary Public
 State of Rhode Island
 My commission expires _____ My Commission Expires 05/20/2018

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

TO BE COMPLETED BY CLERK

| | | |
|--|--|---|
| Date received and filed with municipal clerk <u>5/1/18</u> | Date reported to council/board <u>4/1/18</u> | Date license granted _____ |
| License number issued _____ | Date license issued _____ | Signature of Clerk / Deputy Clerk _____ |

| | |
|---|-------------------------------|
| Applicant's WI Seller's Permit No. <u>456102003938304</u> | FEIN Number <u>20-4281269</u> |
| LICENSE REQUESTED | |
| TYPE | FEE |
| <input checked="" type="checkbox"/> Class A beer | \$ 100.00 |
| <input type="checkbox"/> Class B beer | \$ |
| <input type="checkbox"/> Class C wine | \$ |
| <input checked="" type="checkbox"/> Class A liquor | \$ 500.00 |
| <input type="checkbox"/> Class A liquor (cider only) | \$ N/A |
| <input type="checkbox"/> Class B liquor | \$ |
| <input type="checkbox"/> Reserve Class B liquor | \$ |
| <input type="checkbox"/> Class B (wine only) winery | \$ |
| Publication fee | \$ 5.00 |
| TOTAL FEE | \$ 605.00 |

456000033309304

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning July 1 2018 ending June 30 2019

TO THE GOVERNING BODY of the: Town of Village of WHITEFISH BAY City of

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

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

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

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

| Applicant's WI Seller's Permit No.: FEIN Number: <u>456000033309304</u> <u>1862593</u> | |
|---|-------------------------|
| LICENSE REQUESTED | |
| TYPE | FEE |
| <input type="checkbox"/> Class A beer | \$ |
| <input checked="" type="checkbox"/> Class B beer | \$ <u>100.00</u> |
| <input type="checkbox"/> Class C wine | \$ |
| <input type="checkbox"/> Class A liquor | \$ |
| <input type="checkbox"/> Class A liquor (cider only) | \$ N/A |
| <input type="checkbox"/> Class B liquor | \$ |
| <input type="checkbox"/> Reserve Class B liquor | \$ |
| <input checked="" type="checkbox"/> Class B (wine only) winery | \$ <u>200.00</u> |
| Publication fee | \$ <u>5.00</u> |
| TOTAL FEE | \$ <u>305.00</u> |

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

| Title | Name (Last, First, M.I.) | Home Address | Post Office & Zip Code |
|-----------------------|----------------------------|----------------------------------|------------------------|
| President/Member | <u>JULIE HOLLINGSWORTH</u> | <u>813 MILL ST, DELAFIELD WI</u> | <u>53018</u> |
| Vice President/Member | <u>JEFF SWANSON</u> | <u>8731 W SUNNYVALE, MEQUON</u> | <u>53097</u> |
| Secretary/Member | <u>JEFF SWANSON</u> | <u>8731 W SUNNYVALE, MEQUON</u> | <u>WI 53097</u> |
| Treasurer/Member | <u>JEFF SWANSON</u> | <u>8731 W SUNNYVALE, MEQUON</u> | <u>WI 53097</u> |
| Agent | <u>JEFF SWANSON</u> | <u>8731 W SUNNYVALE, MEQUON</u> | <u>WI 53097</u> |
| Directors/Managers | | | |

- 3. Trade Name THE CITY MARKET Business Phone Number 414 332 0300
- 4. Address of Premises 527 E SILVER SPRING Post Office & Zip Code WHITEFISH BAY 53217

- 5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
- 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
- 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
- 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 1996 of registration.
 - (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 - (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

- 9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages to be sold and stored only on the premises described.) STORED IN LOCKED ROOM, SERVED IN DINING ROOM and PATIO

- 10. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
- (b) If yes, under what name was license issued? THE CITY MARKET WHITEFISH BAY
- 11. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864]. Yes No
- 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 265-2776]. Yes No
- 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME this 30 day of April, 2018

[Signature]
Notary Public

[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

My commission expires 07/20/2019

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

| TO BE COMPLETED BY CLERK | | | |
|--|--------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk | Date reported to council/board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| <u>5/1/18</u> | <u>6/4/18</u> | | <i>[Signature]</i> |
| Date license granted | Date license issued | License number issued | |
| | | | |

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning July 1 2018
ending June 30 2019

TO THE GOVERNING BODY of the: Town of }
 Village of } WFB
 City of }

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

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

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

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

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

President/Member Evgeni Basin 1395 Chippewa Trl Wheeling IL 60090
Vice President/Member _____
Secretary/Member _____
Treasurer/Member _____
Agent Michael Litvin
Directors/Managers _____

3. Trade Name Spartak Inc. Business Phone Number _____

4. Address of Premises _____ Post Office & Zip Code _____

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

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

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

10. Legal description (omit if street address is given above): located at a storage

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

- (b) If yes, under what name was license issued? Spartak Inc.

12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] Yes No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 27 day of April
Elena Angelo
(Clerk/Notary Public)



[Signature]
Notary Public, State of Wisconsin (Member/Manager of Limited Liability Company/Partner/Individual)
My Commission Expires September 11, 2020
(Corporation/Member/Manager of Limited Liability Company/Partner)

My commission expires 09/11/2020

(Additional Partner(s)/Member/Manager of Limited Liability Company If Any)

TO BE COMPLETED BY CLERK

| | | | | | |
|--|---------------|-----------------------------|---------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk | <u>5/2/18</u> | Date reported to town/Board | <u>5/1/18</u> | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| Date license granted | | Date license issued | | License number issued | <u>[Signature]</u> |

Applicant's Wisconsin Permit No. & FEIN Number: 456 1020044 084-04

| LICENSE REQUESTED | |
|--|---------------|
| TYPE | FEE |
| <input checked="" type="checkbox"/> Class A beer | \$ <u>100</u> |
| <input type="checkbox"/> Class B beer | \$ |
| <input type="checkbox"/> Class C wine | \$ |
| <input type="checkbox"/> Class A liquor | \$ |
| <input type="checkbox"/> Class A liquor (cider only) | \$ N/A |
| <input type="checkbox"/> Class B liquor | \$ |
| <input type="checkbox"/> Reserve Class B liquor | \$ |
| <input type="checkbox"/> Class B (wine only) winery | \$ |
| Publication fee | \$ <u>5</u> |
| TOTAL FEE | \$ <u>105</u> |

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07 01 2017 ending: 06 30 2018
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of } WHITEFISH BAY
 Village of }
 City of }

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

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
 ▶ SENDIK'S WFB LLC 500 E. SILVER SPRING DR. WHITEFISH BAY 53217

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ▶ SENDIK'S WHITEFISH BAY LLC
 Address of Corporation/Limited Liability Company (if different from licensed premises) ▶ 7225 W MARCIA RD MILW WI 53223
 All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

| Title | Name (Inc. Middle Name) | Home Address | Post Office & Zip Code |
|-----------------------|----------------------------|---------------------------------------|------------------------|
| President/Member | <u>THEODORE BALISTRERI</u> | <u>5566 N DIVERSEY BLVD WFB, WI</u> | <u>53217</u> |
| Vice President/Member | <u>PARTICK BALISTRERI</u> | <u>382 LAKESHORE RD GRAFTON, WI</u> | <u>53026</u> |
| Secretary/Member | <u>NICHOLAS BALISTRERI</u> | <u>9960 N RANGELINE RD MEQUON, WI</u> | <u>53092</u> |
| Treasurer/Member | | | |
| Agent ▶ | <u>THEODORE BALISTRERI</u> | <u>5566 N DIVERSEY BLVD WFB, WI</u> | <u>53217</u> |

Directors/Managers

C.1. Trade Name ▶ SENDIK'S FOOD MARKET'S Business Phone Number 414.716.5500
 2. Address of Premises ▶ 500 E. SILVER SPRING DR. Post Office & Zip Code ▶ WFB 53217

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SAID ON SALES FLOOR, STORED IN SECURE AREA

5. Legal description (omit if street address is given above): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 286-2776] Yes No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 27th day of April, 2018

Steve Sato
(Clerk/Notary Public)

My commission expires 12/26/2021

Ted Bedit
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)
Patricia Sato
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

| | | |
|---|---|-----------------------------------|
| Date received and filed with municipal clerk <u>5/1/2018</u> | Date reported to council/board <u>6/4/2018</u> | Date license granted |
| License number issued | Date license issued | Signature of Clerk / Deputy Clerk |

Painting w/ a Twist

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 18
ending JUNE 30th 20 19

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

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

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NON-PROFIT ORGANIZATION

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

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

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

| | Title | Name | Home Address | Post Office & Zip Code |
|-----------------------|-----------|--------------------|-------------------------------|------------------------|
| President/Member | CEO/Owner | Brendan Makarewicz | 2122 Seminole St, Grafton, WI | 53024 |
| Vice President/Member | | | | |
| Secretary/Member | | | | |
| Treasurer/Member | | | | |
| Agent | | Brendan Makarewicz | | |
| Directors/Managers | | | | |

3. Trade Name Painting w/ a Twist Business Phone Number 414-429-0202
4. Address of Premises 1155 E Silver Spring Dr, Whitefish Bay, WI #209 Post Office & Zip Code 53217

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1952 sq ft on the second floor of Kari Building

Legal description (omit if street address is given above): Retail paint and sign art studio
Has this premises licensed for the sale of liquor or beer during the past license year? Yes No

10. Under what name was license issued?
11. Do you, as applicant understand they must file a Special Occupational Tax return (TTB form 1630-S) before starting business? (phone 1-800-537-5664) Yes No
12. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that above in Section 2 above? (phone (608) 266-2776) Yes No
13. Is the applicant prohibited to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

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

SUBSCRIBED AND SWORE TO BEFORE ME
this 24th day of May 20 18
[Signature]
My commission expires 02/28/2023
[Signature]
Brendan J. Makarewicz
Owner of Cue Nirvana/Member/Manager of Limited Liability Company/Individual
[Signature]
[Signature]

| Applicant's Wisconsin Seller's Permit Number | 456-11029687143-01 |
|--|--------------------|
| Order of License Identification Number (OLIN) | 27-1533503 |
| LICENSE REQUESTED | |
| TYPE | FEE |
| <input type="checkbox"/> Class A beer | \$ |
| <input checked="" type="checkbox"/> Class B beer | \$ 100 |
| <input type="checkbox"/> Wholesale beer | \$ |
| <input type="checkbox"/> Class C wine | \$ |
| <input type="checkbox"/> Class A liquor | \$ |
| <input checked="" type="checkbox"/> Class B liquor | \$ 500 |
| <input type="checkbox"/> Reserve Class B liquor | \$ |
| Publication fee | \$ 5 |
| TOTAL FEE | \$ |



| TO BE COMPLETED BY CLERK | | | |
|--------------------------------|----------------------------|-----------------------|---------------------------------|
| Date received and fee received | Date received by applicant | Date payment received | Signature of Clerk/Deputy Clerk |
| Class license granted | Class license issued | License number issued | |

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY

| |
|------------------|
| License Number |
| Period Covered |
| Date of Issuance |

| |
|--|
| Applicant's Wisconsin 15-digit Sales Tax Account Number 456-0000426737-03 |
|--|

← This must be issued in the same Legal Name of the licensee below.

| | | | | |
|---|-------------|--|--|--------------------------------------|
| Legal Name (corporation, limited liability company, partnership or sole proprietorship) SENDIK'S SILVER SPRING LLC | | | Federal Employer Identification No. (FEIN) 39-1019111 | |
| Trade or Business Name (if different than Legal Name) SENDIK'S FOOD MARKETS | | | Telephone Number (414) 716-5500 | |
| Business Address (License Location) 500 E. SILVER SPRING DR. | | Business Located In <input type="checkbox"/> City <input checked="" type="checkbox"/> Village <input type="checkbox"/> Town | | Business Telephone (414) 716-5500 |
| City WHITEFISH BAY | State WI | ZIP Code 53217 | County MILWAUKEE | |
| Mailing Address (if different than Business Address) 7225 W. MARCIA RD. | | | City MILWAUKEE | State WI |
| | | | ZIP Code 53223 | |

Organization (check one)

- Sole Proprietor Wisconsin Corporation – Enter date incorporated: _____
- Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? YES NO
- Other (describe) LLC

- YES NO 1. Does the applicant understand that they must purchase cigarettes only from distributors or jobbers who hold a permit with the Wisconsin Department of Revenue?
- YES NO 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-261-6435. See application form CTP-129, revenue.wi.gov/forms/excise/ctp-129.pdf.)
- YES NO 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- YES NO 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- YES NO 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- YES NO 6. Does the applicant understand that they may not sell single cigarettes?
- YES NO 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- YES NO 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold over counter through vending machine both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 27th day of April, 2018
Steven Sata
(Clerk / Notary Public)

My commission expires 12/26/2021

Red Balint
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY

Applicant's Wisconsin 15-digit Sales Tax Account Number
456-1027830610-02

← This must be issued in the same Legal Name of the licensee below.

| |
|-------------------------------------|
| License Number |
| Period Covered 7-1-18 To 6-30-19 |
| Date of Issuance |

| | | | | | |
|---|-------------|-------------------|--|--|--|
| Legal Name (corporation, limited liability company, partnership or sole proprietorship) Amstar LLC | | | Federal Employer Identification No. (FEIN) 46-176 1045 | | |
| Trade or Business Name (if different than Legal Name) - | | | Telephone Number (414) 963-9081 | | |
| Business Address (License Location) 303 E Hampton Rd. | | | Business Located In <input type="checkbox"/> City <input checked="" type="checkbox"/> Village <input type="checkbox"/> Town | | |
| City Whitefish Bay | State WI | ZIP Code 53217 | of: Whitefish Bay | | |
| Mailing Address (if different than Business Address) - | | | Business Telephone (414) 963-9081 | | |
| | | | County Milwaukee | | |
| | | | City | | |
| | | | State | | |
| | | | ZIP Code | | |

Organization (check one)

- Sole Proprietor Wisconsin Corporation – Enter date incorporated: _____
 Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? YES NO
 Other (describe) _____

- YES NO 1. Does the applicant understand that they must purchase cigarettes only from distributors or jobbers who hold a permit with the Wisconsin Department of Revenue?
 YES NO 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-261-6435. See application form CTP-129, revenue.wi.gov/forms/excise/ctp-129.pdf.)
 YES NO 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
 YES NO 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
 YES NO 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
 YES NO 6. Does the applicant understand that they may not sell single cigarettes?
 YES NO 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
 YES NO 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold over counter through vending machine both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 10 day of May, 2018

[Signature]
(Clerk / Notary Public)

My commission expires 07/09/2021



Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____ Application Date: 5/23/18
 Town Village City of Whitefish Bay County of MKE

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 7/15/18 and ending 7/15/18 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. **Organization** (check appropriate box) → Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Veteran's Organization Fair Association

(a) Name Hunger Task Force
 (b) Address 201 S Hawley Court, Milwaukee WI 53214
(Street) Town Village City
 (c) Date organized 1974
 (d) If corporation, give date of incorporation _____
 (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:
 (f) Names and addresses of all officers:
 President Sherrie Tussler 3402 W. St. Paul, Milwaukee
 Vice President Gary Zajc 2121 N 70th St, Milwaukee
 Secretary _____
 Treasurer _____
 (g) Name and address of manager or person in charge of affair:
Dara Larnere, 201 S Hawley Court, Milwaukee WI 53214

2. **Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

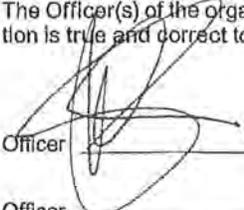
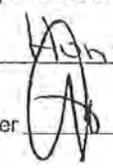
(a) Street number 5900 N Lake Drive Klode Park
 (b) Lot _____ Block _____
 (c) Do premises occupy all or part of building? _____
 (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. **Name of Event**

(a) List name of the event Food Truck Brunch Series
 (b) Dates of event July 15 10am - 2pm

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

| | |
|---|---|
| <p>Officer <u></u> <u>SHERRIE TUSSLER</u> <small>(Signature/date) 5/24/18</small></p> <p>Officer _____ <small>(Signature/date)</small></p> | <p style="text-align: center;"><u>Hunger Task Force</u> <small>(Name of Organization)</small></p> <p>Officer <u></u> <u>5/24/18</u> <small>(Signature/date)</small></p> <p>Officer _____ <small>(Signature/date)</small></p> |
|---|---|

Date Filed with Clerk _____ Date Reported to Council or Board _____
 Date Granted by Council _____ License No. _____

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____

Application Date: 5/23/18

Town Village City of Whitefish Bay

County of MKE

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 9/23/18 and ending 9/23/18 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Veteran's Organization Fair Association

(a) Name Hunger Task Force

(b) Address 201 S Hawley Court, Milwaukee WI 53214
(Street) Town Village City

(c) Date organized 1974

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Sherrie Tussler 3402 W. St. Paul, Milwaukee

Vice President Gary Zajc 2121 N 70th St, Milwaukee

Secretary _____

Treasurer _____

(g) Name and address of manager or person in charge of affair:
Daralannere, 201 S Hawley Court, Milwaukee WI 53214

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 5900 N Lake Drive Klode Park

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

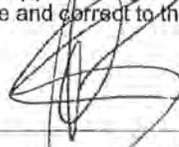
3. Name of Event

(a) List name of the event Food Truck Brunch Series

(b) Dates of event Sept. 23 10am-2pm

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer  SHERRIE TUSSLER
(Signature/date) 5/24/18

Hunger Task Force
(Name of Organization)
 Officer  5/24/18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

STATE OF WISCONSIN : MILWAUKEE COUNTY : VILLAGE OF WHITEFISH BAY

RESOLUTION NO. 3024

A RESOLUTION OF COMMENDATION

WHEREAS, Jennifer Williams has served the Village of Whitefish Bay Public Library since April 15, 1996, first as a Circulation Assistant and then as Head of Circulation Services; and

WHEREAS, Jennifer Williams, throughout her 22-year career with the Whitefish Bay Public Library, has been dedicated and diligent and has been a valuable asset to the residents of Whitefish Bay as well as the patrons of the Library; and

WHEREAS, Jennifer Williams always provided the most friendly and professional service to the community; and

WHEREAS, Jennifer Williams will be retiring from service to the Village of Whitefish Bay on June 15, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Whitefish Bay that this Village Board commends Jennifer Williams for her many years of service and expresses its thanks, on behalf of the citizens of Whitefish Bay, for said services and this Village Board wishes her good health and happiness in her retirement.

BE IT FURTHER RESOLVED that this Resolution be read upon the minutes of the Village Board's proceedings and thus made a permanent part of the Village records, and that a copy of this Resolution be presented to Jennifer Williams.

PASSED AND ADOPTED this Monday, June 4, 2018.

Julie Siegel, President

Jennifer Amerell, Clerk-Treasurer



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

Phone: 414-962-6690

Fax: 414-962-5651

Memorandum

To: Paul Boening - Village Manager
From: Jen Amerell - Finance Director/Clerk
Date: May 29, 2018
Re: 2017 Audit Report and Letters of Communication

JRA

Overview

The Village continues to be in solid financial shape as of the year ended 12/31/17. The General Fund increased fund balance by \$517,540 during 2017. Primary sources of the increase to fund balance are as follows:

- Vehicle replacement fund carried into 2018 to purchase refuse truck
- Decrease in expenditures in Sewer and Stormwater Utility which resulted in less subsidy required from the General Fund.
- Savings in expenditures were a result of conservative budget monitoring, as well as decreased wages and benefits from partial year unfilled positions.

With the exception of the parking utility, utility funds either broke even or had a positive change in net position. The most significant reason for the positive increase in net position was less routine maintenance performed within the utilities, and less personnel hours required to perform the maintenance, which indirectly reduced taxes and benefit costs to the utilities.

As in previous years, the auditors noted a deficiency in the Village's internal control due to a lack of segregation of duties. Although this comment is not uncommon for a municipality the size of the Village, we take it very seriously and staff consistently looks for ways to improve procedures to mitigate the risks associated with a lack of segregation of duties.

Presentation

Jake Lenell, CPA from CliftonLarsonAllen, will present a summary of the 2017 financial statements. Jake is the audit partner for the Village and has presented to the Board in previous years. In an attempt to streamline the audit presentation, Jake will present a one-page summary of the 2017 financial statements and discuss any significant financial impacts. A copy of the financial statement summary is enclosed.

Preparation

On Wednesday I emailed copies of the full financial statements and related audit communication letters. Enclosed are the hard copies. If you would like to review more detailed information than the financial statement summary, but less information than reading the entire financial statements, I recommend reviewing the "Management's Discussion & Analysis" section pages 4 through 15 of the financial statements.

Recommendation

Accept the 2017 audit report and related financial statements.



VILLAGE OF WHITEFISH BAY, WISCONSIN
 AUDIT UPDATE
 DECEMBER 31, 2017

FINANCIAL STATEMENT SUMMARY

Opinion: Unmodified

| Funds | Revenues | Expenditures/ Expenses | Other Sources (Uses) | Change in Fund Balance / Net Position | Total Year End Fund Balance / Net Position | Total Unrestricted/ Unassigned Fund Balance / Net Position |
|-------------------------------|------------|---------------------------|----------------------|---|--|--|
| | \$ | \$ | \$ | \$ | \$ | \$ |
| General Fund | 10,237,864 | 9,817,950 | 97,626 | 517,540 | 6,764,100 | 3,681,698 |
| Debt Service Fund | 2,635,488 | 6,700,916 | 4,097,198 | 31,770 | 119,023 | - |
| Borrowed Money Fund | 88,322 | 950,675 | 227,869 | (634,484) | 2,407,021 | - |
| Nonmajor Governmental Funds | 1,917,208 | 1,498,269 | (612,892) | (193,953) | 3,613,654 | (1,132,774) |
| Governmental Funds | | | | | | |
| Water Utility | 2,158,655 | 1,630,891 | (179,587) | 348,177 | 7,282,161 | 1,056,168 |
| Sewer Utility | 3,301,150 | 3,217,115 | (84,035) | - | 8,008,268 | 1,515,656 |
| Stormwater Utility | 628,160 | 890,431 | 883,932 | 621,661 | 4,869,167 | 905,763 |
| Nonmajor - Parking Utility | 72,487 | 87,781 | (12,753) | (28,047) | 272,927 | 68,560 |
| Enterprise Funds | | | | | | |
| Component Units | | | | | | |
| Business Improvement District | 124,881 | 113,958 | - | 10,923 | 70,046 | 70,046 |

GOVERNANCE COMMUNICATION

| Accounting Policies | Accounting Estimates | Missstatements | Other |
|---|---|---|--|
| New accounting policies: Implementation of GASB Statement No. 75 No transactions that lacked authoritative guidance | Other Postemployment Benefits Pension liability and related activity | No material audit adjustments No uncorrected misstatements | No disagreements with management Management representations |

MANAGEMENT LETTER

| Description | Type | Additional Comments |
|--|------------------------|--|
| Items that remain from the prior year Segregation of Duties | Significant Deficiency | Management continues to evaluate for additional opportunities to segregate duties. |



VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: President Julie Siegel & Village Board of Trustees

REPORT FROM: Paul Boening – Village Manager

DATE: 5/31/18

AGENDA ITEM: Discussion/action on Intergovernmental Agreement between the Village and the Whitefish Bay School District to memorialize the existing arrangement related to Crossing Guards and the Health Nurse position.

ACTION REQUESTED: Ordinance Resolution Motion

BACKGROUND

The Village of Whitefish Bay and the Whitefish Bay School District have an existing arrangement pertaining to both crossing guards and school health staffing. However, that arrangement has not been memorialized by written agreement. School District Business Manager Shawn Yde and I have been working to address that deficiency, and we feel that the attached agreement will meet the needs of our respective organizations.

Shawn and I met with School Health Coordinator Jackie Turkal last week to provide an update regarding the process. Approval of the agreement will not result in any significant changes - our primary objective is to memorialize the existing arrangement. The proposed agreement specifies that in the performance of the duties as the District Health Nurse, the Village assigns responsibility for the supervision and evaluation of the Health Nurse to the School District. That has historically been an area that lacked clarity.

RECOMMENDED ACTION BY VILLAGE BOARD

To approve the Intergovernmental Agreement between the Village of Whitefish Bay and the Whitefish Bay School District.

C: Department Heads
Attorney Jaekels

INTERGOVERNMENTAL COOPERATION AGREEMENT

By and Between

THE WHITEFISH BAY SCHOOL DISTRICT

and

THE VILLAGE OF WHITEFISH BAY

THIS AGREEMENT is entered into by and between the Whitefish Bay School District ("District") and the Village of Whitefish Bay ("Village").

RECITALS

WHEREAS the Parties to this Agreement desire to have the Village's Nurse continue to provide services to the students of the District as the District's Health Nurse; and

WHEREAS the Parties to this Agreement desire to have the District continue to provide Crossing Guards for the safety of students and community members crossing designated streets in the morning prior to the start of the school day and after dismissal from school; and

WHEREAS, the Parties agree that these programs support the following goals: providing students who reside in the Village and attend school in the District a safe means of walking/biking to and from school; and a safe and healthy school environment through the provision of the services of the Health Nurse; and

WHEREAS, Section 66.0301, Wisconsin Statutes, provides for and favors cooperative action between municipalities including the Village and the District for the receipt or furnishing of services.

NOW THEREFORE, the District and the Village agree as follows:

1. The Village will assign the Village Nurse to serve as the Health Nurse for the District during the school year.
2. The Village Nurse shall fulfill the job responsibilities contained in the job description of the District's Health Nurse. (see attached job description)
3. The Village will be responsible for the annual costs of the Village Nurse program including the salary and benefits of the Village Nurse, who is and shall remain an employee of the Village. If the School District requests the Village Nurse work any additional hours beyond those contracted by the Village, the School District shall be responsible for the payment of those salary and benefit amounts.
4. In the performance of the duties as the District Health Nurse for the District, the Village assigns responsibility for the supervision and evaluation of the District Health Nurse to the School District, who will assign those responsibilities to the appropriate District Administrator. The results of any evaluation will be shared with the Village.
5. The School District shall be responsible for the purchase and replacement of consumable health room supplies.

6. When assigned as the District's Health Nurse, it is preferred that any vacations taken during the school year will be aligned to the District calendar.
7. The Village and the District will be involved in the selection of the applicant for the position of Village Nurse when a vacancy occurs.
8. The District shall continue to provide a school crossing guard program and shall be responsible for the management of that program and costs of the program including personnel costs.
9. The District shall provide the crossing guards with training and will cover the cost of all crossing guard vests and equipment.
10. The School District will work with and consult the Village Police Department on the location of crossing guards, duties, and related responsibilities.
11. The initial term of this Agreement shall be for four years commencing on July 1, 2018.
12. This Agreement shall automatically renew at the beginning of each school year unless terminated by mutual agreement of the parties or unilaterally by either party upon notice not less than sixty (60) days before the first of the renewal period.

IN WITNESS WHEREOF, the Village of Whitefish Bay has executed this agreement on _____ day of _____, 2018.

By: _____

Attest: _____

IN WITNESS WHEREOF, the Whitefish Bay School District has executed this agreement on _____ day of _____, 2018.

By: _____

Attest: _____

SCHOOL DISTRICT OF WHITEFISH BAY
1200 East Fairmount Avenue
Whitefish Bay, Wisconsin 53217

TITLE: District Health Nurse

QUALIFICATIONS: Current Wisconsin State licensure as a Registered Nurse or School Nurse 7075 (DPI Certification); preferred BSN or MSN
Current CPR, AED certification, and First Aid Training; preferred pediatric assessment skills

REPORTS TO: Director of Special Education & Pupil Services

JOB GOAL: The primary role of the school district health nurse is to serve as the primary health consultant by assisting students, families and staff in achieving optimal levels of wellness through individual health teaching, health counseling and health promotions. Follow Wisconsin Administrative Code Section N6.03(3) which specifies the standards for supervising and directing delegated nursing acts. The RN ensures that these services comply with Federal and State laws and standards.

PERFORMANCE RESPONSIBILITIES:

- Coordinates the delivery of emergency nursing services according to Wis. Stat. 121.02(g).
- Reviews and supervises medication administration policy and practice.
- Trains, assists and supervises school personnel in medication (prescription and non-prescription) administration according to district policy and practices.
- Coordinates CPR re-certification, First Aid Training, and Blood-Borne Pathogen Training.
- Assists in developing, revising and implementing policies and procedures related to health services.
- Plans and implements a school health record documentation system that maintains confidentiality.
- Continuously reviews and develops first aid program/policy and annual training of school personnel who provide first aid to students.
- Conducts/oversees required immunization audits, including writing reports and sending legal notices, in consultation with Public Health Nurses.
- Consults with the Medical Advisor regarding First Aid Policy and other health issues as needed.
- Writes Individual Health Plans (IHP) as needed for students with significant health care needs.
- Provides consultation to staff on health issues.
- Assists in providing health education programs.
- Assists in coordinating employee wellness program.
- Collaborates with community health agencies concerning health issues.
- Serves on district-wide committees as appropriate.
- Assists principals with the overall coordination of services provided in the health rooms of district schools.
- Develops a system to maintain records of services provided to students, following appropriate confidentiality guidelines.
- Assesses the health care needs of children and provides health accommodations to reduce barriers to learning.

- Responsible for performing medical procedures such as, but not limited to: Giving oxygen, administering injections, catheterization, tracheotomy care, specialized feeding (e.g., g-tubes, children with choking concerns), breathing Treatments, non-delegated tasks: assessment and evaluation, IV Therapy
- After an analysis and synthesis of pertinent medical data, contributes to the discussion of, and develops a plan for the delivery of school health related services in Individualized Education Programs (IEPs), Section 504 Plans, and Emergency Health Plans.
- Participates as a contributing member of the IEP team by summarizing and documenting student health needs in written and verbal formats.
- Collaborates with other team members to interpret medical histories and test results as they relate to developmental and cognitive levels.
- Engages in consultation with staff and parents regarding assessment, evaluation and management of student health.
- Provides counseling regarding health concerns to students and families. Assists students and families in obtaining appropriate health care services. Refer emergency situations to parents, physicians, and hospitals, referring non-emergency situations to parents and/or appropriate school personnel.
- Facilitates the continuity of health care of students by planning and exchanging information with other school districts, community health providers and social services agencies, ensuring that confidentiality guidelines are followed.
- Maintains current knowledge base on health care and nursing issues through attendance at seminars, conferences, and reading professional literature.
- Serves as a role model for students by conducting self as a responsible, intelligent citizen.
- Demonstrates a commitment to ethical principles and democratic values in the workplace.
- Have a valid driver's license and vehicle to drive between schools.
- Performs other appropriate duties consistent with this position as assigned.

PROFESSIONAL SKILLS

- Ability to read, analyze and interpret course text and professional journals.
- Ability to respond to common inquiries or complaints from parents, administrators, board members, and the community.
- Ability to work cooperatively with peers.
- Ability to define problems, collect data, establish facts and draw conclusions.

This description has been prepared to assist in evaluating various classes of responsibilities, skills and working conditions. It indicates the kinds of tasks and levels of work difficulty required of positions given this classification. It is not intended to limit or modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular expression or illustration describing duties shall not be held to exclude other duties not mentioned that are of a similar kind or level of difficulty.

EVALUATION: Annual evaluation as specified in School Board policy.



VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: President Julie Siegel & Village Board of Trustees

REPORT FROM: Paul Boening – Village Manager

DATE: 5/30/18

AGENDA ITEM: Discussion/action regarding Parking Utility finances.

ACTION REQUESTED: Ordinance Resolution Motion Information Only

BACKGROUND

The Whitefish Bay Commercial Off-Street Parking Utility was established as a proprietary fund for accounting and budgeting purposes. Specifically, the Parking Utility accounts for the expenses associated with administering and enforcing parking regulations and maintenance of Village owned lots in the Silver Spring Commercial District.

Per Section 6.065 of the Whitefish Bay Municipal Code, the Village is to bill the owners of commercial property for a “rental charge” based upon a number of factors (annual cost of operation and maintenance of the Utility, amortization of the cost of improvements and tax equivalents). Collected meter revenue is to be used to offset the amount to be collected. The actual allocation of the “rental charge” is to be determined by consideration of additional factors (location and size of commercial operation, nature of commercial operation, number of employees and any factor likely to create traffic volume or generate parking demand). While I wasn’t personally in Whitefish Bay when “rental charges” were generated/collected, I have been informed that the administrative process was quite time consuming and involved.

Collection of the “rental charges” was put on hiatus in 2014 when the two former surface parking lots on Beaumont Avenue became unavailable during construction of the Mandel Development. From a practical standpoint, charging commercial property owners for parking that didn’t exist would not have been prudent. The hiatus remained in place throughout completion of the project and has continued in effect during the past few budget years. There was an understanding that the finances and fate of the Parking Utility would be reexamined when the continued lack of “rental charges” would cause the Utility to become unsustainable. The status has now reached that point.

RECOMMENDED ACTION BY VILLAGE BOARD

As work on the 2019 Annual Village Budget nears, staff will need direction from the Board regarding the fate of the Parking Utility.

For the purposes of discussion, the Board should determine whether there is merit in keeping the Parking Utility Fund (in a current or modified form) or whether the Fund should be dissolved.

For comparison purposes, the 2014 discussion regarding Special Assessments is similar to the current question regarding the fate of the Parking Utility. At that time, the Village Board took action to eliminate the use of Special Assessments associated with public construction projects. One of the primary discussion points in 2014 involved classifying street/utility projects as a public benefit as opposed to a benefit only to abutting property owners. With regard to parking in the commercial district, does the Board share a similar belief or does the Board feel that property owners in the district should pay a parking fee that is separate from real estate taxes?

Eliminating the Parking Utility would have a fiscal impact on the General Fund and/or other Utility Funds because specific expenses and revenues would then be reflected elsewhere. In the 2018 Budget, the Parking Utility expenses are budgeted at \$84,903. Parking meter revenues are budgeted at \$70,000. The 2019 impact on the General Fund and/or other Utility Funds would total approximately \$15,000 if the Parking Utility were dissolved by Ordinance.

If the Board favors keeping the Parking Utility, staff recommends an extensive review of the existing Code requirements that specify how the rental charges are to be calculated and allocated. As was previously noted, collection work previously resulted in significant administrative time and effort. The current formulas/parameters are antiquated and are not reflective of the contemporary business makeup of the Silver Spring District.

Is there additional information that the Board would like staff to provide to enable direction on this matter? If so, the Board can direct staff to return with such information for review at an upcoming meeting. Otherwise, if the Board is comfortable voting on the fate of the Parking Utility, staff will then proceed accordingly based upon the Board's decision.

C: Department Heads
Attorney Jaekels