

**NOTICE OF MEETING
VILLAGE OF FOX POINT
VILLAGE BOARD PUBLIC HEARING AND MEETING**

**SCHWEMER HALL – MUNICIPAL BUILDING
7200 N. SANTA MONICA BLVD
FOX POINT, WI 53217**

**TUESDAY
OCTOBER 13, 2015
7:00 P.M.**

AGENDA

1. Roll Call

2. Persons desiring to be heard

At this time, individuals can address the Village Board on any topic not on the agenda for a five-minute time period per person, with time extensions per the Village President's discretion. No action will be taken aside from the possible referral to committees and/or individuals

3. Public Hearing

a. Proposed revisions to repeal and recreate Sections 745-23(C)(4)(a)(3) and 745-23(C)(4)(a)(4) of the Village of Fox Point Code Chapter 745

The Village Board will receive a report from the Plan Commission, will hold a public hearing and may act to repeal and recreate Sections 745-23(C)(4)(a)(3) and 745-23(C)(4)(a)(4) of the Village of Fox Point Code Chapter 745.

(Page 3)

b. Telecommunications Tower, 7200 North Santa Monica Boulevard, Proposed Conditional Use

The Village Board will receive a report from the Plan Commission, will hold a public hearing and may act on the Conditional Use Permit Application of PI Telecom Infrastructure T, LLC, at the Department of Public Works Yard and Pool Parking Lot located at 7200 North Santa Monica Boulevard.

(Page 7)

4. Committee Reports

a. Joint Plan Commission and Building Board

1. F-Institutional District approval of the Telecommunications Facilities at 7200 North Santa Monica Boulevard

5. Consent Agenda – All items listed under the Consent Agenda will be approved in one motion without discussion unless any Board member requests that the item be removed for individual discussion and possible action. Any item(s) so removed shall be considered individually prior to consideration of any New Business agenda items in the same order in which they were originally listed in the Consent Agenda

- a. Approve the Minutes of the July 2, 2015 Special Village Board Meeting as drafted July 6, 2015.
(Page 11)

- b. Approve the Minutes of the July 14, 2015 Village Board Meeting as drafted July 16, 2015.
(Page 12)

- c. Approve the Minutes of the August 11, 2015 Village Board Meeting as drafted August 13, 2015.
(Page 17)

- d. Approve the Minutes of the September 8, 2015 Village Board meeting as drafted September 10, 2015.
(Page 19)

- e. Approve the Minutes of the September 24, 2015 Special Village Board Meeting as drafted September 25, 2015.
(Page 24)

- f. Adopt the Resolution for Inclusion of Dental Insurance under the Wisconsin Public Employers' (WPE) Group Health Insurance Program.
(Page 25)
- g. Approve of Intergovernmental agreement permitting access of Milwaukee County Public Safety Radio System.
(Page 28)
- h. Approve the proposed agreement between the Village of Fox Point and Stippich, Selin & Cain, LLC for municipal prosecutorial services for municipal court.
(Page 40)
- i. Accept Change Order No. 1 of Kapur & Associates, Inc. in the amount of \$14,818 for additional sanitary sewer lateral televising related to the 2015 Sanitary Sewer Infiltration and Inflow Investigation in Basin No. 3 and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated October 5, 2015.
(Page 44)
- j. Accept Change Order No. 1 of WSO Grading & Excavating, LLC in the amount of \$1,417.95 for additional removal and repair activities performed at 7900 North Beach Drive and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated October 5, 2015
(Page 47)
- k. Accept the Base Bid and Alternate Bid No. 1 of WSO Grading & Excavating, LLC in the amount of \$62,375 for the Base Bid and \$2,400 for Alternate Bid No. 1 for the total amount of \$64,775 for the bluff drainage and pedestrian path improvement and stabilization project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated October 5, 2015.
(Page 49)
- l. Accept the Proposal of Kapur & Associates, Inc. in the amount of \$7,692 for part time construction inspection activities related to the bluff drainage and pedestrian path improvement and stabilization project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated October 5, 2015.
(Page 52)
- m. Adopt the Preliminary Resolution Declaring Intent to Levy Special Assessment Under Municipal Police Power Pursuant to Sec. 66.0703, Stats. for sanitary sewer lateral improvements made in Sanitary Sewer Basin Nos. 1, 2, 3, 5 and 8.
(Page 55)
- n. Approve Payment of the Bills in the amount of \$650,388.13 for the period September 1, 2015 through September 30, 2015 per the report submitted by the Village Manager.
(Page 61)

6. Old Business

7. New Business

- a. **Consideration of Resolution Awarding the Sale of General Obligation Promissory Notes, Series 2015**

The Village Board will consider and may act on the Resolution awarding the sale of \$3,265,000 General Obligation Promissory Notes, Series 2015

(Page 77)

- b. **Village of Fox Point recipient of American Planning Association – Wisconsin Chapter 2015 Award**

The Village Board will receive a report on the receipt of the American Planning Association – Wisconsin Chapter 2015 Award related to the Fox Point Pedestrian Bridge

c. Future Agenda Items

The Village Board will act on any Trustee requests to place additional matters on an upcoming agenda, without discussion

8. Announcements

The following individuals will be given the opportunity to make announcements at the meeting in regard to (i) actions taken since the previous Village Board meeting on behalf of the Village, (ii) future Village activities and (iii) communications received from citizens. These matters will not be discussed or acted on, and Board members shall not comment on matters announced by others. Referrals may be made to committees and/or individuals.

- a. Village President West
- b. Trustee Fonstad
- c. Trustee Frazer
- d. Trustee Symchych
- e. Trustee McGauran
- f. Trustee Sumner
- g. Trustee Tirado
- h. Village Manager Botcher

9. Closed Session

It is anticipated the Village Board will convene into closed session for the following reason:

- a. Pursuant to State Statutes Section 19.85(1)(g), to confer with legal counsel who is rendering oral or written advice concerning strategy to be adopted with respect to litigation in which it is involved or likely to become involved, related to Code compliance issues at 500 W Bradley Road. Participating in this closed session will be the Village Board, Village Attorney, Village Manager, and Village Clerk/Treasurer

10. Reconvene and Possible Action on Closed Session Items

The Village Board will reconvene into open session and may take action on the above described matters which were considered in closed session.

11. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING:

November 10, 2015

7:00 P.M.

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VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: October 6, 2015
Re: Telecommunications Tower Proposed Zoning Amendments

At the September 8, 2015, Village Board meeting, the Village Board received a memorandum regarding the application of PI Telecom Infrastructure T, LLC including a request to amend Village Code in order to construct a telecommunications tower in the Department of Public Works Yard located at 7200 North Santa Monica Boulevard. The Village Board referred the proposed zoning amendments to the October 5, 2015, Plan Commission and set a public hearing for the October 13, 2015, Village Board meeting. The Village Attorney has prepared a draft ordinance to repeal and recreate Sections 745-23(C)(4)(a)(3) and (4) of the Village Code, a copy of which is attached hereto. The Plan Commission reviewed the proposed ordinance revisions and has referred the matter to the Village Board for their review, consideration and possible action.

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STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RECREATE SECTIONS 745-23(C)(4)(a)(3),
AND 745-23(C)(4)(a)(4) OF THE VILLAGE OF FOX POINT VILLAGE CODE
RELATED TO TELECOMMUNICATIONS TOWER SITING

WHEREAS, the Village of Fox Point has been approached by a telecommunications tower siting company, seeking to locate a new telecommunications tower in the Village of Fox Point; and

WHEREAS, the telecommunications tower company has objected to certain restrictions shown within the Village of Fox Point Village Code, stating their position that the Village is preempted from enacting or enforcing such provisions due to recent State laws that are codified in Wisconsin Statutes Section 66.0404; and

WHEREAS, the Village Attorney has advised that the State of Wisconsin has indeed preempted local authority to a significant degree pursuant to Wisconsin Statutes Section 66.0404, however the Village Attorney does not necessarily concur with the position advocated by the telecommunications tower company; and

WHEREAS, in an attempt to amicably resolve the dispute, Village Staff have negotiated with the telecommunications tower company to allow a telecommunications tower to be located within the Village subject to a number of conditions and restrictions; and

WHEREAS, the Village has received a request from the telecommunications siting company to modify the Village Code; and

WHEREAS, the Village Board finds that it is appropriate to amend the Village Code to the extent required to allow for careful consideration of the telecommunications application without the potential litigation over whether the Village's authority is preempted by State law, and particularly with regard to setbacks from property lines and dwellings and schools, provided that the location is otherwise deemed to be acceptable by the Village Plan Commission and Village Board; and

WHEREAS, this amendment was commenced by the Village Board, based upon the telecommunication provider's request, pursuant to Section 745-35 of the Village of Fox Point Village Code and Sections 61.35 and 62.23(7)(d)(1)(b) of the Wisconsin Statutes, by referring the matter to the Village Plan Commission; and

WHEREAS, the Village Plan Commission has considered the matter and has made its recommendation to the Village Board; and

WHEREAS, the Village Board scheduled and conducted a public hearing regarding the proposed amendments, upon Class 2 notice, as required by Section 745-35 of the Village of Fox Point Village Code and Sections 61.35 and 62.23(7)(d)(1)(b) of the Wisconsin Statutes, with such hearing being held on October 13, 2015; and

WHEREAS, the Village Board of the Village of Fox Point having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such zoning amendments on the health, safety and welfare of the community, and the immediate neighborhoods that could be effected by these changes, and having given due consideration to the municipal problems involved as well as the impact on the surrounding properties, hereby determines that the rezoning will not violate the spirit or intent of the Zoning Code for the Village of Fox Point, will not be contrary to the public health, safety or general welfare of the Village of Fox Point, will not be hazardous, harmful, noxious, offensive, and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhoods, and will be consistent with the Village of Fox Point Comprehensive Plan.

NOW, THEREFORE, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Chapter 745 of the Village of Fox Point Village Code entitled "Zoning," Section 745-23 entitled "Wireless Telecommunications Mobile Service Facilities," subsection (C) entitled "New Towers and Facilities," subsection (4) entitled "Requirements," subsection (a) entitled "Siting Standards," subsection (3) is hereby repealed and recreated as follows:

- (3) No MSSF shall be located on a site containing a dwelling, nor be closer than 500 feet from a property line of an existing dwelling. No MSSF shall be closer than 500 feet from the property line of a vacant lot or vacant parcel in a residentially zoned district or a school, except as follows. The minimum setback from dwellings and schools may be reduced to no less than 100 feet, for communications facilities that are up to 100 feet in height that are located on lots that have existing public utility, State, federal, Milwaukee County, or Village government structure(s) at the time of the application, and provided further that the Board finds in its consideration of the conditional use order that this reduction is appropriate and consistent with the intent of the Code under all of the facts and circumstances presented.

SECTION 2: Chapter 745 of the Village of Fox Point Village Code entitled "Zoning," Section 745-23 entitled "Wireless Telecommunications Mobile Service Facilities," subsection (C) entitled "New Towers and Facilities," subsection (4) entitled "Requirements," subsection (a) entitled "Siting Standards," subsection (4) is hereby repealed and recreated as follows:

- (4) A MSSF shall be set back from all property lines a distance equal to the height of the MSSF and comply with any other zoning setback requirements, subject to the following. If an applicant provides the Village with engineering certification showing that the tower is designed to collapse within a smaller area than the radius equal to the height of the tower, the smaller area shall be used unless the Village has and provides to the applicant substantial evidence that the engineering certification is flawed. The front, side, or rear setbacks, building size, open space requirements, and use limitations, of Chapter 745, may be modified by the Village Board in its consideration of the application and the standards of Section 745-23, and shall be determined by the

grant or denial of the conditional use permit. Due to the constraints of Wisconsin Statutes Section 66.0404 and other laws, the conditional use approval procedures of this 745-23 shall be the exclusive zoning approval procedure for a new or substantially modified MSSF, eliminating the need for any other procedural reviews or approvals described in Chapter 745, including but not limited to the review and approval procedures described Sections 745-18, 745-19 and 745-20; although the intent of such sections may be considered to the extent that they are relevant to the standards of this Section 745-23.

SECTION 3: SEVERABILITY.

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 4: EFFECTIVE DATE.

This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Dated this _____ day of _____, 2015.

VILLAGE OF FOX POINT

Michael A. West, Village President

ATTEST:

Kelly Meyer, Village Clerk/Treasurer

Published and/or posted this _____ day of _____, 2015.

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VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: October 6, 2015
Re: Telecommunications Tower Proposed Conditional Use Order

At the October 5, 2015, Plan Commission meeting, the Plan Commission discussed a proposed conditional use order related to the location of the proposed telecommunications tower in the Department of Public Works Yard at 7200 North Santa Monica Boulevard. The Plan Commission referred the proposed conditional use order to the Village Board for their review, consideration and possible action. A copy of the proposed conditional use order prepared by the Village Attorney is attached hereto.

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Conditional Use Order

WHEREAS, an application has been filed by **Derek McGrew, authorized agent for Parallel Infrastructure and T-Mobile on behalf of PI Telecom Infrastructure T, LLC** (hereinafter "Applicant"); and

WHEREAS, the Applicant is requesting that a conditional use permit be granted pursuant to Section 745-23 of the Village of Fox Point Village Code for land described as **7200 N. Santa Monica Blvd.,** Fox Point, Wisconsin, as further described on Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property"); and

WHEREAS, the Village Plan Commission has reviewed the requirements of Section 745-23(4) of the Village Code, and finds that the application will satisfy all such requirements, provided that the terms and conditions of this conditional use order are met, and by issuance of the conditional use order the Village Board accepts the findings of the Village Plan Commission as its own.

NOW, THEREFORE, the Village of Fox Point Village Board, upon consideration of thoughts expressed by all persons heard at the Village Board meeting in this matter, upon consideration of the recommendation from the Plan Commission, and following all necessary study and investigation, having given the matter due consideration, hereby ORDERS AS FOLLOWS: Commencing upon the date hereof, the Applicant is hereby granted a conditional use permit, subject to initial and continued compliance with each and every one of the following conditions, restrictions and limitations.

1. Use Restricted. The use of the Subject Property shall be restricted to the following uses:

Installation and operation of a mobile service support structure and mobile service facility pursuant to a Ground License Agreement entered between the Village of Fox Point and the Applicant as further described in paragraph number 16, below.

2. Presentation Compliance. All of the Applicant's plans, specifications, terms and representations as submitted with the application, or in support thereof, or as represented to the Village Board in the course of the approval process, are specifically incorporated herein and made a part hereof by reference, and the use of the subject property shall be in substantial conformance with the same except as further restricted or modified herein.
3. Not Transferable. This conditional use permit is granted to the Applicant and shall not be transferred or assigned without the Village Board's prior written consent, which may only be granted following the Village Board's receipt of a recommendation from the Plan Commission.
4. Applicant Agreement. As a condition precedent to the issuance of the conditional use permit the Applicant is required to accept the terms and conditions of the same in its entirety in writing.
5. Other Uses Prohibited. Any use by the Applicant not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to whether a use is permitted, the question shall be submitted to the Plan Commission for recommendation to the Village Board, and then to the Village Board for determination.
6. No Nuisances, and Compliance with Applicable Laws. No use is hereby authorized unless the use is conducted in a lawful, orderly and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the County of Milwaukee, the State of Wisconsin, the United States of America or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law. All requirements of Section 745-23 shall be followed at all times, unless expressly waived or modified by the Village of Fox Point Village Board.
7. Subject Property Only. This conditional use hereby authorized shall be confined to the Subject Property described, without extension or expansion other than as noted herein.
8. Abandonment. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the Applicant be delinquent in payment of any monies due and owing to the Village, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Village Board following receipt of a recommendation from the Plan Commission and after the Village Board holds a public hearing in the matter.
9. Amendments. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises (including but not limited to any change to the boundary limits of the Subject Property), structures, lands or owners, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.
10. Plan Amendments. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use order may be amended by the Village Board upon receipt of a recommendation from the Plan Commission, without public hearing, if the Village Board finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Village Board, in its sole discretion, finds to be substantial shall require a new permit, and all procedures in place at the time must be followed.

11. Severability. Should any paragraph or phrase of this conditional use permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
12. Most Restrictive Applies. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, or the Ground License Agreement, the more restrictive provision shall be controlling as determined by the Plan Commission.
13. Payment of fees. Applicant shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this conditional use order to the extent that the total of all such charges to the Village of Fox Point exceeds \$150, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional use order due to a violation of these conditions.
14. Payment of Taxes and Charges. Any unpaid bills owed to the Village by the Applicant or his or her tenants, operators or occupants, for reimbursement of professional fees; or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village constitute a breach of the requirements of this conditional use order, that is subject to all remedies available to the Village, including possible cause for termination of the conditional use order.
15. Conditions Shown in Minutes Incorporated. All conditions of approval imposed by duly adopted motion of the Village Board in its consideration of the Applicant's application, as noted in the Minutes of the Village Board meeting at which approval was granted, are specifically incorporated herein by reference.
16. Ground License Agreement Required. Prior to this conditional use order taking effect the Applicant shall enter a Ground License Agreement with the Village of Fox Point, on such terms and conditions as agreed upon by the Village of Fox Point Village Board. Upon full execution of such Ground License Agreement, all terms and conditions of the Ground License Agreement are attached hereto and incorporated herein by reference and made a part of this conditional use order. Any violation by the Applicant, or its successors or assigns, if successors or assigns are permitted by applicable laws and the Ground License Agreement, shall constitute a violation of this conditional use order and may be enforceable by the Village as a Zoning Code violation, and/or pursuant to the terms of this conditional use order, and/or pursuant to such other laws as may then apply under the circumstances. Nothing herein shall be interpreted as providing any assurance to the Applicant that the Village of Fox Point will approve or enter a Ground License Agreement, or that any particular Ground License Agreement terms will be accepted by the Village Board, and all rights of the Village of Fox Point, including its proprietary rights, are reserved.
17. Anchor Sublicensee Approval. This conditional use approval allows for the installation of antennas by a single Anchor Tenant, which is currently expected to be T-Mobile, through one of T-Mobile subsidiary entities, subject to the following. No new conditional use approval will be required for T-Mobile to install its facilities and operate its facilities on the Subject Property if all of the following conditions are satisfied, to the satisfaction of the Village Manager:
 - A. Such Anchor Tenant shall be a party to the Ground License Agreement.
 - B. Such Anchor Tenant shall submit its plans for location on the tower, and any construction on the ground, to the Village Manager, which shall be subject to the approval of the Village Manager, the Village Director of Public Works, and the Building Inspector, prior to installation.
 - C. Such Anchor Tenant shall accept all terms and conditions of this conditional use order in writing, in a form approved by the Village Attorney, thereby agreeing to be bound by all terms and conditions described herein along with the Applicant.
 - D. The Anchor Tenant shall not commence construction of any improvements, and shall not operate from the Subject Property, until all of the foregoing conditions are satisfied, to the satisfaction of the Village Manager.

Any other telecommunication providers wishing to locate on these telecommunications facilities must first obtain conditional use approval to do so, unless the application is such that applicable laws allow for the co-location without conditional use approval being required, in which case the application may proceed pursuant to applicable laws.

18. The Applicant is obligated to file with the Village Clerk a current mailing address and current phone number at which the Applicant can be reached, which must be continually updated by the Applicant if such contact information should change, for the duration of this conditional use. If the Applicant fails to maintain such current contact information the Applicant thereby automatically waives notice of any proceedings that may be commenced under this conditional approval, including proceedings to terminate this conditional use.

Let copies of this order be filed in the permanent records of the Village Board for the Village of Fox Point, and let copies be sent to the proper Village of Fox Point authorities and the Applicant and Owner.

Approved this _____ day of _____, 20____. *nunc pro tunc* the _____ day of _____, 20____.

BY THE FOX POINT VILLAGE BOARD:

Village President

Attest:

Village Clerk

ACCEPTANCE

I hereby accept the terms and conditions of this Conditional Use in its entirety.

Dated this _____ day of _____, 20____.

APPLICANT:

By: _____

Authorized Signatory

Title: _____

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VILLAGE OF FOX POINT
SPECIAL VILLAGE BOARD MEETING
July 2, 2015

Village Board Agenda Packet - October 15, 2015
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Draft 07/06/15

1
2 A special meeting of the Fox Point Village Board was held on July 2, 2015 in Schwemer
3 Hall, 7200 N. Santa Monica Blvd., beginning at 4:10 p.m. Members of the Village Board
4 present included:

5
6 Trustee Fonstad
7 Trustee Terry McGauran
8 Trustee Liz Sumner
9 Trustee Marty Tirado

10
11 Also present were Interim Village Manager Tom Tollaksen and Village Clerk/Treasurer
12 Michael Pedersen.

13
14 Notice of the meeting was provided to the North Shore Now and to all others as
15 required by State open meetings laws and posted on the official bulletin boards.

16
17 **Discussion and Possible Action Concerning Fourth of July Celebration**

18
19 On motion of Trustee McGauran, seconded by Trustee Sumner, and carried
20 unanimously, the Board adopted Resolution No. 2015-10 to Sponsor and Conduct a Fourth of
21 July Celebration in the Village.

22
23
24 **Adjourn**

25
26 On motion of Trustee Tirado, seconded by Trustee McGauran, and carried
27 unanimously, the Board adjourned at 4:15 p.m.

28
29
30
31 Respectfully submitted,

32
33
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35
36 Michael Pedersen
37 Village Clerk/Treasurer
38

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VILLAGE OF FOX POINT
VILLAGE BOARD MEETING
JULY 14, 2015

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DRAFT 07/16/15

A meeting of the Fox Point Village Board was held on July 14, 2015 in Schwemer Hall, 7200 N. Santa Monica Blvd., beginning at 7:00 p.m. Members of the Village Board present included:

Village President Michael A. West
Trustee Eric Fonstad
Trustee Douglas H. Frazer
Trustee Christine Symchych
Trustee Terry McGauran
Trustee Liz Sumner
Trustee Marty Tirado

Also present were Interim Village Manager Thomas Tollaksen, Village Clerk/Treasurer Michael Pedersen and Village Attorney Eric Larson.

Notice of the meeting was provided to the North Shore Now and to all others as required by State open meetings laws and posted on the official bulletin boards.

Persons Desiring To Be Heard

Bryce Steidinger, 8656 Manor Ct., discussed the growing coyote problem within the Village and wanted to know how the Village could remediate the issue.

Margaret Keehn, 8650 N. Manor Ct., discussed the growing issue of coyotes in the Village.

Jan Singer, 8426 N. Regent Rd., discussed her concern regarding a lack of respect from the Village Board to the residents of Fox Point.

David Hebel, 7627 N. Fairchild Rd., requested an ordinance change that would distinguish regular and freestyle skateboards from longboards.

Holly Satran, 8405 N. Lake Dr., addressed the Board in regards to the Pool snack bar.

Marley Satran, 8405 N. Lake Dr., addressed the Board in regards to the Pool snack bar.

Kari Lueneberg, 7830 N. Boyd, addressed the Board in regards to the Pool snack bar.

Gregory Ollman, 7525 N Fairchild, addressed the Board in regards to the Pool snack bar.

H. Mallis, 536 E. Fairy Chasm Rd., addressed the Board in regards to the Pool snack bar.

S. Mallis, 536 E. Fairy Chasm Rd., addressed the Board in regards to the Pool snack bar.

Nicki. Mallis, 536 E. Fairy Chasm Rd., addressed the Board in regards to the Pool snack bar.

Consent Agenda

- a. Approve the Minutes of the June 9, 2015 Village Board Meeting as drafted June 10, 2015
- b. Approve the Minutes of the June 17, 2015 Special Village Board Meeting as drafted June 18, 2015

VILLAGE OF FOX POINT
VILLAGE BOARD MEETING
JULY 14, 2015

Village Board Agenda Packet - October 15, 2015
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DRAFT 07/16/15

- 1 d. Accept the bid of Compass Minerals in the amount of \$61.63 per ton for sodium chloride per
2 the Director of Public Work's memorandum dated July 6, 2015.
3
4 e. Accept Change Order No. 1 from Kapur & Associates in the amount of \$1,468 for the
5 preparation of an additional storm easement located at 7228 North Beach Drive and
6 authorize the Interim Village Manager to execute the change order per the Director of Public
7 Work's memorandum dated July 6, 2015.
8
9 j. Adopt the Resolution Approving of and Authorizing the Submittal of the CMAR Report for the
10 Activities of 2014 as drafted July 9, 2015.
11
12 k. Approve Payment of the Bills in the amount of \$635,386.68 for the period June 1, 2015
13 through June 30, 2015 per the report submitted by the Interim Village Manager
14

15 President West requested the removal of item g - Repair of the Fox Lane to Beach Drive pedestrian
16 path and item.
17

18 Trustee Fonstad requested the removal of item c - Approve the Minutes of the July 2, 2015
19 Special Village Board Meeting as drafted July 6, 2015 and item f - Repair damaged wing walls on a storm
20 outfall structure located in the vicinity of 7900 North Beach Drive and item h - Replacement of and
21 improvement to the corrugated metal pipes and retaining wall located at the intersection of Dean Road and
22 Santa Monica Boulevard and item i - Drainage improvements located in the vicinity of 7619 North Beach
23 Drive.
24

25 On motion of Trustee Symchych, seconded by Trustee Frazer, and carried unanimously, the
26 Board approved the amended Consent Agenda.
27

28 **Approve the Minutes of the July 2, 2015 Special Village Board Meeting as drafted July 6, 2015**
29

30 On motion of Trustee Fonstad, seconded by Trustee Tirado, and carried unanimously, the
31 Board approved the amended minutes for the July 2, 2015 Special Village Board Meeting.
32

33 **Accept the quote of WSO Grading & Excavating, LLC to repair damaged wing walls on a storm**
34 **outfall structure**
35

36 On motion of Trustee Fonstad, seconded by Trustee Symchych, and carried unanimously, the
37 Board accepted the quote of WSO Grading & Excavating, LLC in the amount of \$11,030 to repair
38 damaged wing walls on a storm outfall structure located in the vicinity of 7900 North Beach Drive and
39 authorize the Village President and Village Clerk to execute the contract per the Director of Public
40 Work's memorandum dated July 6, 2015.
41

42 **Accept the proposal of Kapur & Associates to prepare the design, construction and bid documents**
43 **associated with the repair of the Fox Lane to Beach Drive pedestrian path**
44

45 Scott Brandmeier, Fox Point Director of Public Works, was present to answer questions.
46

47 Judy Shirley, 8235 N. Mohawk Rd., addressed the Board to discuss the condition of the path during
48 her time as the Village Forester.
49

50 Judy Hearst, 8050 N. Beach Dr., addressed the Board in regards to the safety of the pedestrian path
51 between Beach Drive and Fox Lane.
52

53 Mary Lacy, 8090 N. Beach Dr., addressed the Board regarding the deterioration of the pedestrian
54 path between Beach Drive and Fox Lane.

VILLAGE OF FOX POINT
VILLAGE BOARD MEETING
JULY 14, 2015

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DRAFT 07/16/15

1
2 Nancy Haggerty, 8064 N. Beach Dr., provided a brief History of the drainage system that is currently
3 in place as well as discussed the flooding issues on and around Beach Drive.
4

5 A motion was made by Michael West to accept the proposal of Kapur and Associates in the amount
6 of \$9,876 to prepare the design, construction and bid documents associated with the repair of the Fox Lane
7 to Beach Drive pedestrian path and authorize the Village President and Village Clerk to execute the contract
8 per the Director of Public Work's memorandum dated July 6, 2015 with the proviso that Scott Brandmeier
9 work with the consultant and bring a presentation to the Village Board at the August meeting of what his
10 recommendations are on this matter in conjunction with working with the consultant. Trustee McGauran
11 seconded the motion.
12

13 A motion was made by Trustee Fonstad to amend the primary motion to delete the last two bullet
14 points from the scope of services. Motion carried six to one. Trustee Frazer seconded the motion.
15

16 Without objection, Michael West asked that the amendment be postponed indefinitely. Hearing no
17 objections, the amendment was postponed indefinitely.
18

19 With unanimous consent, Michael West asked to amend the primary motion to include in the
20 agreement, prior to the last two bullet points of the first page of the agreement, and prior to item six and
21 seven in the attachment, the following will be added: "Kapur and Associates Inc. shall not proceed with the
22 following tasks unless and until approved by the Village Board:". Hearing no objections, the motion is so
23 amended.
24

25 With Trustees Fonstad, Frazer, McGauran, Sumner and Tirado voting aye, and Trustee Symchych
26 voting nay, the motion carried.
27

28 **Accept the proposal of Kapur & Associates to prepare the design, construction and bid documents**
29 **associated with the replacement of and improvement to the corrugated metal pipes and retaining**
30 **wall at the intersection of Dean Road and Santa Monica Boulevard**
31

32 Scott Brandmeier, Fox Point Director of Public Works, was present to answer questions.
33

34 On motion of Trustee McGauran, seconded by Trustee Tirado, and carried unanimously, the
35 Board accepted the proposal of Kapur & Associates in the amount of \$29,508 to prepare the design,
36 construction and bid documents associated with the replacement of and improvement to the corrugated
37 metal pipes and retaining wall located at the intersection of Dean Road and Santa Monica Boulevard
38 and authorize the Village President and Village Clerk to execute the contract per the Director of Public
39 Work's memorandum dated July 6, 2015.
40

41 **Accept the proposal of Kapur & Associates to prepare the design, construction and bid documents**
42 **associated with the proposed drainage improvements located in the vicinity of 7619 North Beach**
43 **Drive and to prepare a permanent drainage easement**
44

45 Scott Brandmeier, Fox Point Director of Public Works, was present to answer questions.
46

47 On motion of Trustee McGauran, seconded by Trustee Frazer, and carried unanimously, the
48 Board accepted the proposal of Kapur & Associates in the amount of \$11,518 to prepare the design,
49 construction and bid documents associated with the proposed drainage improvements located in the
50 vicinity of 7619 North Beach Drive plus an additional \$2,500 for preparation of a permanent drainage
51 easement for a total cost not to exceed \$14,018 and authorize the Village President and Village Clerk
52 to execute the contract per the Director of Public Work's memorandum dated July 6, 2015.
53

54 **Discussion on Potential Pedestrian Crossings**

VILLAGE OF FOX POINT
VILLAGE BOARD MEETING
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DRAFT 07/16/15

On motion of Trustee Fonstad, seconded by Trustee Symchych, and carried unanimously, the Board directed the staff to study and make recommendations on potential improvements to pedestrian crossing on Lake Drive.

Indian Creek Park Toilet Facilities

A report was given by Interim Village Manager, Tom Tollaksen.

A motion was made by Trustee Fonstad, seconded by Trustee Sumner, and carried unanimously, to place temporary toilet facilities in Indian Creek Park and authorized the Village Manager to engage in the facility service through the month of October.

Discussion and Possible Amendment of Resolution 2014-27

On motion of Trustee Fonstad, seconded by Trustee McGauran, and carried unanimously, the Board moved to amend Resolution 2014-27 to change the location of the flagpole from the front of the pavilion between the benches to a position centered on the walk in front of the pavilion and centered approximately eight feet east of the end of the walk where it turns toward the parking lot and adopt the Resolution as drafted in the Village Board packet.

Discussion and Possible Action to Confirm the Appointment of the Village Manager and to Approve the Village Manager's Employment Agreement

2.22.44 A report of the draft agreement was given by Village Attorney, Eric Larson.

On motion of Trustee Frazer, seconded by Trustee Warner, and carried unanimously, the Board confirmed the Village President's appointment of Melissa Bohse to the office of Village Manager, approved the Employment Agreement as presented by the Village's Executive Recruitment Consultant, and authorized the Village President and Village Clerk to sign the Agreement.

Michael West Appointed Scott Botcher

On motion of Trustee Frazier,

Future Agenda Items - None

Announcements

President West thanked Clerk/Treasurer O'Malley. He announced that the Village had received an APWA Project of the Year award for the Footbridge. He announced that he was working the Village Manager to work with the DNR on a public information meeting regarding coyotes.

Trustee Fonstad thanked Clerk/Treasurer O'Malley. He announced that he would be attending the Public Policy Forum on June 23 at which the Village would be recognized for the public/private partnership for the Footbridge.

Trustee Frazer thanked Clerk/Treasurer O'Malley.

Trustee McGauran thanked Clerk/Treasurer O'Malley.

VILLAGE OF FOX POINT
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Trustee Sumner thanked Clerk/Treasurer O'Malley.

Trustee Tirado announced that he thought the Village should provide pool passes for some children in the Village who had recently lost their father. He announced that he would like to receive more information on the mold situation at 7736 N Beach Drive. He also thanked Clerk/Treasurer O'Malley.

Interim Village Manager Tollaksen thanked Clerk/Treasurer O'Malley.

Closed Session

On motion of Trustee Fonstad, seconded by Trustee McGauran, with all members voting aye, the Board convened into Closed Session at 9:27 p.m. pursuant to State Statutes 19.85(1)(c) , to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, more specifically to discuss the status of the search for a successor Village Manager, and consideration of a possible contract with a Village Manager or Interim Village Manager on a short-term basis, and a possible agreement regarding continuing the search and pursuant to State Statutes 19.85(1)(e), to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, more specifically to consider space of the North Shore Library at its facility at 6800 N Port Washington Road, Glendale, WI, and pursuant to State Statutes 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the Village Board has jurisdiction or exercises authority, more specifically, to consider the compensation to be paid to the Village Clerk/Treasurer that is expected to be appointed on a temporary basis.

Reconvene and Possible Action on Closed Session Items

On motion of Trustee Sumner, seconded by Trustee Frazer, and carried unanimously, the Board reconvened into Open Session at 11:10 p.m.

On motion of Trustee Tirado, seconded by Trustee McGauran, and carried unanimously, the Board set compensation for the newly appointed Village Clerk/Treasurer at the rate of \$66,000 per annum effective June 24, 2015 and upon completion of his term as Village Clerk/Treasurer, appointed him as Assistant Manager at compensation rate of \$60,000 per annum.

Adjourn

On motion of Trustee Frazer, seconded by Trustee Tirado, and carried unanimously, the Board adjourned at 11:12 p.m.

Respectfully submitted,

Tanya O'Malley, WCMC
Village Clerk/Treasurer

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VILLAGE OF FOX POINT
VILLAGE BOARD MEETING
AUGUST 11, 2015

DRAFT 8/13/2015

A meeting of the Fox Point Village Board was held on August 11, 2015 in Schwemer Hall, 7200 N. Santa Monica Blvd., beginning at 7:00 p.m. Members of the Village Board present included:

Village President Michael A. West
Trustee Eric Fonstad
Trustee Douglas H. Frazer
Trustee Terry McGauran
Trustee Liz Sumner

Absent: Trustee Symchych
Trustee Tirado

Also present were Village Manager Scott Botcher, Village Clerk/Treasurer Michael Pedersen, and Village Attorney Eric Larson.

Notice of the meeting was provided to the North Shore Now and to all others as required by State open meetings laws and posted on the official bulletin boards.

Persons Desiring To Be Heard

Bob Corey, 7740 N. Santa Monica Blvd, expressed his concern that a new Village Manager was hired without the involvement of the Village residents.

Jan Singer, 8426 N. Regent Road, expressed concern that residents are not receiving Committee reports. She also requested that the Village put together an Access Committee made up of residents that would make sure all Village buildings are accessible for those with disabilities.

Consent Agenda

- a. Confirm the Village President's appointment of Village Manager Scott Botcher as an alternate to the North Shore Water Commission
- b. Grant the liquor license for Cosi and approve the appointment of agent per the Village Clerk/Treasurer's memo dated August 3, 2015
- c. Approve the permit to use Village streets for Fox Point Lutheran Church's Sixth Annual "Fox Trot" 5K Fun Run/Walk on Saturday, September 19, 2015 per the Village Clerk/Treasurer's memo dated August 5, 2015
- d. Approve the Site Plan Application from Waterstone Bank SSB contingent upon Building Board Approval per the Village Manager's memo dated August 6, 2015
- f. Approve Payment of the Bills in the amount of \$1,071,377.78 for the period July 1, 2015 through July 31, 2015 per the report submitted by the Village Manager

Trustee Sumner requested the removal of item 5.e. – Village Code Related to Outdoor Fires

On motion of Trustee Frazer, seconded by Trustee Fonstad, and carried unanimously, the Board adopted the amended Consent Agenda.

Adopt the Ordinance Related to Outdoor Fires

On motion of Trustee Fonstad, seconded by Trustee Frazer, and carried unanimously, the Board adopted the proposed Ordinance to Amend Section 781-16(a) of the Village of Fox Point Village Code Related to Outdoor Fires per the Police Chief's memo dated July 29, 2015.

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VILLAGE OF FOX POINT
VILLAGE BOARD MEETING
AUGUST 11, 2015

DRAFT 8/13/2015

Appointment of new Village Clerk/Treasurer

Bob Corey, 7740 N. Santa Monica Blvd, expressed his concerns regarding the proper background check of the new Clerk/Treasurer.

President West appointed Kelly Meyer as Village Clerk/Treasurer with a start date to be determined by the Village Manager subject to confirmation by the Village Board, to serve in such capacity until replaced or subsequently removed.

On motion of Trustee Fonstad, seconded by Trustee McGauran, and carried unanimously, the Board confirmed the appointment of Kelly Meyer as Village Clerk/Treasurer to serve in such capacity with a start date to be determined by the Village Manager until replaced or subsequently removed.

Future Agenda Items - None

Announcements

President West announced that he had the honor to represent the Village at the opening ceremony of the Maccabi Games.

Village Manager Botcher reminded the Board that there is a public meeting being held on August 12, 2015 regarding Coyotes in the Village. He also reminded Board members to respond to his email regarding prospective budget meeting dates.

Closed Session

On motion of Trustee Fonstad, seconded by Trustee Sumner, with all members voting aye, the Board convened into Closed Session at 7:24 p.m. pursuant to State Statutes Section 19.85(1)(g), to confer with legal counsel who is rendering oral or written advice concerning strategy to be adopted with respect to litigation in which it is involved or likely to become involved, related to Code compliance issues at 500 W Bradley Road. Participating in this closed session will be the Village Board, Village Attorney, Village Manager, and Village Clerk/Treasurer.

Reconvene and Possible Action on Closed Session Items

On motion of Trustee Fonstad, seconded by Trustee McGauran, and carried unanimously, the Board reconvened into Open Session at 8:21 p.m.

Adjourn

On motion of Trustee Fonstad, seconded by Trustee McGauran, and carried unanimously, the Board adjourned at 8:24 p.m.

Respectfully submitted,

Michael Pedersen
Village Clerk/Treasurer

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VILLAGE OF FOX POINT
VILLAGE BOARD MEETING
SEPTEMBER 8, 2015

DRAFTED: 09/10/2015

1 A meeting of the Fox Point Village Board was held on September 8, 2015 in Schwemer Hall,
2 7200 N. Santa Monica Blvd., beginning at 7:00 p.m. Village President West noted the Village Board
3 has a quorum with one absence.

4
5 Members of the Village Board present included:

6
7 Village President Michael A. West
8 Trustee Eric Fonstad
9 Trustee Douglas H. Frazer
10 Trustee Christine Symchych
11 Trustee Terry McGauran
12 Trustee Marty Tirado

13
14 Excused: Trustee Liz Sumner

15
16 Also present were Village Manager Scott Botcher, Village Clerk/Treasurer Kelly Meyer, and
17 Village Attorney Eric Larson.

18
19 Notice of the meeting was provided to the North Shore Now and to all others as required by
20 State open meetings laws and posted on the official bulletin boards.

21
22 **Persons Desiring To Be Heard**

23
24 Nicolet High School Superintendent Robert Kobylski, 6701 North Jean Nicolet Road

25 Superintendent Kobylski gave a brief State of the School District Report. He thanked the Village
26 Board for permitting him to address the Village Board and public present.

27
28 Mr. James LaCharite, 8049 N Santa Monica Blvd

29 Mr. James LaCharite briefly noted concerns regarding the glass partitioned customer service
30 front counter.

31
32 Ms. Mary LaCharite, 8049 N Santa Monica Blvd

33 Ms. Mary LaCharite asked for consideration in donation for the Veterans Drive in the next
34 couple of weeks, the local Eagle Scouts fundraiser, and noted gratitude to those who do attend the
35 Farmers Market.

36
37 Mr. Bob Cory, 7740 N Santa Monica Blvd

38 Mr. Bob Cory asked for consideration regarding the better relocation of the drop box by the front
39 door, the removal of glass windows at the front counter, misuse of parking, fees for tax exempt non-
40 profit group's yard waste, Village Board transparency and MMSC's containment pond.

41
42 President West requested suspending the rules and changing the agenda item order, moving
43 agenda item 5b Presentation of Small Area Planning Study by Vandewalle & Associates, Inc., directly
44 following *Persons Desiring to be Heard* section and consensus of the Village Board, due to Ms. Presti's
45 prior notification of her tight schedule.

46
47 **Presentation of small area planning study by Vandewalle & Associates, Inc.**

48
49 Jolena Presti, AICP, Principle Planner was present to give presentation with background information
50 and to answer questions.

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VILLAGE OF FOX POINT
VILLAGE BOARD MEETING
SEPTEMBER 8, 2015

DRAFTED: 09/10/2015

1 Bob Corey, 7740 N Santa Monica Blvd, noted his concern in regard to considering potential rental
2 properties.

3
4 Gerry Hollander, 6807 N Lake Drive commented on his applause on the opportunity for density in
5 housing for the tax base and his concerns for public transportation and pedestrian traffic along Port
6 Washington Road.

7
8 Max Dickmann, Treasurer of Fox Point School Board thanked the Village for doing the study, as well
9 as President West. Finding the best user and option is important for the best flexibility for the community.

10
11 On motion of Trustee Fonstad, seconded by Trustee Symchych and carried unanimously, to accept
12 receipt of the potential small area planning study by Vandewalle & Associates, Inc. as complete, to consider
13 and place the study on file.

14
15 **Committee Reports – Plan Commission**

16 **Conditional Use Permit: Parallel Infrastructure, 7200 North Santa Monica Blvd.**

17
18 President West gave a brief background on Parallel Infrastructure at tonight's prior Plan
19 Commission meeting and noted this is for information purposes only. No action will be taken at this
20 time. Any action will be under agenda item 6a.

21
22 **Consent Agenda**

- 23
24 5a. Approve the permit to use Village streets for Badgerland Striders Lakefront Marathon on
25 Sunday, October 4, 2015, including the placement of portable toilets and a water/aid station
26 at the corner of Lake Drive and Wye Lane and permission to use the Municipal Pool parking
27 lot for spectator parking per the Assistant Village Manager's memo dated September 1, 2015
- 28
29 b. Accept Change Order No. 1 from Payne & Dolan, Inc. in the amount of \$2,385 for the
30 additional grading, shaping, material and labor associated with the modification of the layout
31 of the bioretention facility at the Longacre South Parking Lot and authorize the Village
32 President and Village Clerk to execute the change order per the Director of Public Work's
33 memorandum dated August 31, 2015
- 34
35 d. Accept Change Order No. 1 from Musson Brothers, Inc. for the inclusion of additional
36 properties related to the private property lateral rehabilitation project, the removal of
37 properties whereby property owners elected not to participate in the program, and a
38 reduction in contract price of \$91,756 and authorize the Village President and Village Clerk
39 to execute the change order per the Director of Public Work's memorandum dated August
40 31, 2015
- 41
42 f. Establish Fox Point Trick or Treat date and time as October 31, 2015, from 1:00 p.m. until
43 4:00 p.m., as established by the Intergovernmental Co-operation Council of Milwaukee
44 County
- 45
46 g. Approve Payment of the Bills in the amount of \$469,690.07 for the period August 1, 2015
47 through August 31, 2015 per the report submitted by the Village Manager

48
49 Trustee Sumner requested removal of items 5e and 5h

50
51 President West asked to withdraw item 5c from the consent agenda.

52
53 On motion of Trustee Frazer, seconded by Trustee Fonstad, and carried unanimously, the
54 Board approved the amended Consent Agenda.

DRAFTED: 09/10/2015

Old Business

Fox Lane to Beach Drive Pedestrian Path Project

Director of Public Works/Village Engineer Scott Brandmeier distributed information to be included with the Pedestrian Path Project.

Greg Ollman, 7525 N Fairchild Road, noted his concern to protect the residences below the storm water runoff area.

On motion of President West, seconded by Trustee Fonstad, and carried unanimously, the Fox Lane to Beach Drive Pedestrian Path Project directive to staff is to proceed with the bidding of this project and incorporate each of the design alternatives identified herein and staff be permitted to incorporate the three separate options for the drainage pipe extending down the slope from the property at 1717 East Fox Lane with funding to be allocated from the Storm Water Fund, but that MMSD will be reimbursing the Village for the costs through the Green Infrastructure program.

New Business

Telecommunications Tower

On motion of Trustee Tirado, seconded by Trustee Frazer, and carried unanimously, to refer the proposed zoning amendment and F-District Application requests to the Plan Commission to consider two items as outlined in Mr. Brandmeier's memo, with the issue of the side yard/set-back to Building Board for consideration at the October 5, 2015, meeting.

Derek McGrew, 103 Wilshire Court, Noblesville, Indiana spoke briefly.

By consensus of the Village Board and by direction of President West, staff was directed to hold an evening public informational meeting to occur sometime between now and October 5, 2015, to be noticed as a possible quorum.

Greg Ollman, 7525 North Fairchild Road inquired as to the States Law.

Bob Corey, 7740 N Santa Monica Blvd inquired on the revenue process for the Telecommunications Tower.

Change Order No. 1 from J.F. Ahern Company, Inc. in the amount of \$29,077.44 for additional electrical and piping work performed on the 2015 Water Distribution Pump Replacement and Electrical Upgrade project

Trustee Tirado offered the motion to accept Change Order No. 1 from J.F. Ahern Company, Inc. in the amount of \$29,077.44 for additional electrical and piping work performed on the 2015 Water Distribution Pump Replacement and Electrical Upgrade project and authorize the Village President and Village Clerk to execute the change order per the Director of Public Work's memorandum dated August 31, 2015.

On the amended motion of Trustee Tirado, seconded by Trustee Frazer, and carried unanimously to approve the change to item in 5c to a maximum amount of fifteen percent or \$24,150.00 and to rebid this work if the authorized amount of this change order does not result in the requested work.

Quote of J.F. Ahern Company in the amount of \$7,610 for the installation of pipe stands in the water utility pump room

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VILLAGE OF FOX POINT
VILLAGE BOARD MEETING
SEPTEMBER 8, 2015

DRAFTED: 09/10/2015

On motion of Trustee Frazer, seconded by Trustee Fonstad, and carried unanimously to accept the quote of J.F. Ahern Company in the amount of \$7,610 for the installation of pipe stands in the water utility pump room and authorize the Village Manager to sign the quote as directed in item 5e and per the Director of Public Work's memorandum dated September 2, 2015.

October 12, October 19, October 26, and November 2, 2015 (commencing at 6:30 p.m.), as Budget Workshop dates and November 23, 2015 (commencing at 7:00 p.m.), as the Budget Public Hearing date

On motion of Trustee Fonstad, seconded by Trustee Sumner, and carried unanimously to approve October 12, October 19, October 26, and November 2, 2015 (commencing at 7:00 p.m.), as Budget Workshop dates and November 23, 2015 (commencing at 7:00 p.m.), as the Budget Public Hearing date.

Borrowing Resolution

Baird Managing Director Bradley Viegut clarified the information provided to the Village Board.

Bob Corey, 7740 N Santa Monica Blvd noted his concern with borrowing.

On motion of Trustee Fonstad, seconded by Trustee McGauran, and carried unanimously, to adopt the Initial Resolution authorizing the borrowing of not to exceed \$3,265,000 and providing for the Issuance and Sale of General Obligation Promissory Notes as set forth in the materials provided.

Future Agenda Items - None

Announcements

Village President West: Mark calendars for October 6, 2015; the celebration of the 20th anniversary of the North Shore Fire Department will be held. The cut off for reservations is the end of September.

Trustee Symchych: The award for the Bridge will be accepted on the date of the next Village Board meeting.

Trustee Tirado: Welcomed Village Clerk-Treasurer Kelly Meyer to the Village of Fox Point.

Village Manager Botcher: The Request for Proposal for a new accessor has been developed. It will be communicated to those in the field. We are hoping to have some bids at the November meeting. The Police contract expires also and the Village will be working on it. September 28, 2015 begins the immunization clinics and will be noted on the Village website as well. The Village is in preliminary water discussions for City Water; we are on an interim agreement with them currently. Wild turkeys have been a recent concern with citizens; Information is now being collected on this issue.

Closed Session

On motion of Trustee Fonstad, seconded by Trustee Symchych with all members voting aye, the Board convened into Closed Session at 9:39 p.m. Pursuant to State Statutes Section 19.85(1)(g), to confer with legal counsel who is rendering oral or written advice concerning strategy to be adopted with respect to litigation in which it is involved or likely to become involved, related to Beach Drive Trust; 19.85(1)(g), to confer with legal counsel who is rendering oral or written advice concerning strategy to be adopted with respect to litigation in which it is involved or likely to become involved, related to Code compliance issues at 500 W Bradley Road; and 19.85(1)(e), for deliberation or negotiation for the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons, with respect to the expansion of North Shore Library. Participating in closed session will be the Village Board, Village Attorney, Legal Counsel, Village Manager, and Village Clerk/Treasurer.

VILLAGE OF FOX POINT
VILLAGE BOARD MEETING
SEPTEMBER 8, 2015

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DRAFTED: 09/10/2015

Reconvene and Possible Action on Closed Session Items

On motion of Trustee Fonstad, seconded by Trustee Symchych, and carried unanimously, to reconvene to open session at 10:02 p.m.

Beach Drive Trust

On motion of President West, seconded by Trustee Frazer, and carried unanimously, to authorize the Village insurance counsel to settle the case in the manner discussed in closed session.

North Shore Library Expansion

On motion of Trustee Frazer, seconded by Trustee McGauran, and carried unanimously to pursue the option to expand the North Shore Library by purchasing the space currently leased, and to have Attorney John Fuchs negotiate with Attorney Alan Marcuvitz, attorney for the owner and report back to the Library Board and member communities.

Adjourn

On motion of Trustee Tirado, seconded by Trustee McGauran and carried unanimously, the Board adjourned at 10:05 p.m.

Respectfully submitted,

Kelly A. Meyer, WCMC
Village Clerk/Treasurer

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VILLAGE OF FOX POINT
SPECIAL VILLAGE BOARD MEETING
SEPTEMBER 24, 2015

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DRAFTED: 09/25/2015

A meeting of the Fox Point Village Board was held on September 24, 2015 in Schwemer Hall, 7200 N. Santa Monica Blvd., beginning at 7:00 p.m. Members of the Village Board present included:

Village President Michael A. West
Trustee Eric Fonstad
Trustee Douglas H. Frazer
Trustee Terry McGauran
Trustee Liz Sumner
Trustee Marty Tirado

Trustee Christine Symchych-Absent

Also present were Assistant Village Manager Michael Pedersen.

Notice of the meeting was provided to the North Shore Now and to all others as required by State open meetings laws and posted on the official bulletin boards.

Discussion and Possible Action Concerning Emergency Repair of Public Facilities
Village Board will discuss and may act to adopt Resolution No. 2015-14 Concerning Emergency Repair of Public Facilities

Scott Brandmeier, Director of Public Works, was present to provide comments and answer questions.

On motion of Trustee Fonstad, seconded by Trustee McGauran, and carried unanimously, the Board adopted Resolution No. 2015-14 Concerning Emergency Repair of Public Facilities.

Adjourn

On motion of Trustee Tirado, seconded by Trustee Frazer, and carried unanimously, the Board adjourned at 7:04 p.m.

Respectfully submitted,

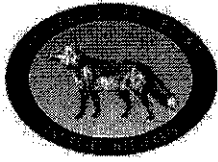
Michael Pedersen
Assistant Village Manager

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VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN



VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT WI 53217-3505
414-351-8900
FAX 414-351-8909

TO: Village Board

FROM: Kelly Meyer, Village Clerk/Treasurer

THROUGH: Scott Botcher, Village Manager

DATE: September 29, 2015

RE: **Resolution for Inclusion of Dental under Wisconsin Public Employees' (WPE)
Group Health Insurance Program for 2016**

The existing Group Health Insurance Program currently includes dental insurance in the majority of the Wisconsin Public Employees' Group Health Insurance Programs. As participation in the dental plan is optional effective January 1, 2016, an employer resolution is necessary for continued participation in the dental plan Wisconsin Public Employees' Group Insurance Program for the Village of Fox Point. Passing this resolution will maintain dental benefits as they currently exist for Village of Fox Point employees.

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VILLAGE OF FOX POINT

RESOLUTION 2015-

**A RESOLUTION FOR INCLUSION OF DENTAL INSURANCE UNDER THE
WISCONSIN PUBLIC EMPLOYERS' (WPE) GROUP HEALTH INSURANCE
PROGRAM**

RESOLVED, by the Village Board of the Village of Fox Point that pursuant to the provisions of Wis. Stat. § 40.51 (7) hereby determines to offer the Wisconsin Public Employers (WPE) Group Health Insurance Program to eligible personnel through the program of the State of Wisconsin Group Insurance Board, and agrees to abide by the terms of the program as set forth in the contract between the Board and the participating health insurance providers.

All participants in the WPE Group Health Insurance Program will need to be enrolled in a program option. An employer may elect participation in program options listed as below, **with each program option to be offered to different employee classifications (pursuant to collective bargaining). Individual employees cannot choose between program options.**

We chose to participate in the Deductible HMO-Standard PPO w/Dental, P04 and Deductible HMO-Standard PPO w/o Dental, P14.

The resolution must be received by the Department of Employee Trust Funds (EFT) no later than October 1, 2015 for coverage to be effective the following January 1, 2016. **RESOLUTION EFFECTIVE DATE:** January 1, 2016.

The proper officers are herewith authorized and directed to take all actions and make salary deductions for premiums and submit payments required by the State of Wisconsin Group Insurance Board to provide such Group Health Insurance.

CERTIFICATION

I hereby certify that the foregoing resolution is a true, correct and complete copy of the resolution duly and regularly passed by the above governing body on the 13th day of October, 2015, and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this ____ day of _____, ____.

I understand that Wis. State. § 943.395 provides criminal penalties for knowingly making false or fraudulent statements, and hereby certify that, to the best of my knowledge and belief, the above information is true and correct.

69-036-1036-000
ETF EMPLOYER IDENTIFICATION
NUMBER

39-6006267
FEDERAL TAX IDENTIFICATION
NUMBER
(FEIN/TIN)

52
NUMBER OF ELIGIBLE EMPLOYEES

Finance Manager Mary Carthell
EMPLOYER REPRESENTATIVE TITLE

7200 N. Santa Monica Blvd.
MAILING ADDRESS

Milwaukee County
EMPLOYER COUNTY

EMAIL ADDRESS

PASSED AND ADOPTED this 13th day of October, 2015, by the Village Board of
the Village of Fox Point, Wisconsin.

Michael A. West
Village President

Kelly A. Meyer, WCMC
Village Clerk/Treasurer



MEMORANDUM

POLICE DEPARTMENT VILLAGE OF FOX POINT

TO: SCOTT BOTCHER, VILLAGE MANAGER
FOX POINT VILLAGE BOARD MEMBERS

FROM: CHIEF CHRISTOPHER FREEDY

DATE: OCTOBER 5, 2015

REGARDING: INTER-GOVERNMENTAL AGREEMENT

The Village of Fox Point, along with all other North Shore public safety agencies, currently participate in a shared radio service through Milwaukee County. This 800 MHz trunked radio system operates on antiquated analog equipment and a digital replacement system has been in development for several years. The committees involved with the deployment of the new P25 digital radio system have worked in conjunction with the system developer, Motorola, and Waukesha County in order to provide a state of the art shared system. The new system will allow inter-operability between Milwaukee and Waukesha County public safety agencies and is currently scheduled to go online in spring of 2016 with full cross-over by mid-2017.

During the development of the radio system, Milwaukee County officials worked with the Intergovernmental Cooperation Council (ICC) to formulate an Inter-Governmental Agreement (IGA) that provides both technical and administrative oversight, along with laying out the requirements of all parties involved. Additionally, this agreement stipulates the costs to the municipalities for participation in the shared radio system.

The IGA was approved by the ICC and is being presented to the Village Board for review and approval, which will allow Fox Point continued participation in the Milwaukee County Shared Radio System.

Alternatives to the shared county radio system were explored by several Milwaukee County communities, with some going so far as deploying infrastructure for a stand-alone system. The costs for Fox Point to deploy such a system would be prohibitive while limiting communication abilities with neighboring communities. Based on the goal of inter-agency communications and fiscal responsibility, the continued use of the shared radio system is the most feasible option.

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**INTERGOVERNMENTAL AGREEMENT
MILWAUKEE COUNTY AND THE _____ OF _____
PERMITTING ACCESS TO MILWAUKEE COUNTY'S
PUBLIC SAFETY RADIO SYSTEM**

THIS AGREEMENT is entered into pursuant to Section 66.0301, Wisconsin Statutes, between Milwaukee County, a municipal body corporate (hereinafter referred to as "COUNTY"), and the _____ of _____, a municipal body within the County of Milwaukee, State of Wisconsin (hereinafter referred to as "SUBSCRIBER"), permitting the use of Milwaukee County's Public Safety Radio System as defined herein. Together, COUNTY and SUBSCRIBER shall be referred to as "PARTIES".

1. STATUS

1.1 In recognition of SUBSCRIBER's intended long term participation with COUNTY's Public Safety Radio System; which is a direct replacement of the COUNTY's existing analog Project 16 trunked radio system, which shall be initially deployed as described in Section 5.2, and which may be expanded or replaced as described throughout this Agreement; and in consideration of public safety and coordination of services between COUNTY and SUBSCRIBER to the mutual benefit of both PARTIES, SUBSCRIBER is entitled to:

1.1a Use COUNTY's Public Safety Radio System for a minimum period of Fifteen (15) years from the date of execution of this AGREEMENT with option of Two (2) Five (5) year automatic renewals. All provisions of this AGREEMENT are applicable to the original term thereof and shall apply with equal force to the extended term. Should SUBSCRIBER elect not to execute the option for renewal, a six (6) month written notice to COUNTY will be required.

1.1b Prompt access, upon execution of the AGREEMENT, for the quantity of radios described in Exhibit A, "Initial and Growth Loading onto COUNTY's Public Safety Radio System". Exhibit A may be modified at any time upon mutual consent of the PARTIES.

2. ACCESS

2.1 The PARTIES agree that reliable, efficient operation of the Public Safety Radio System is a mutual objective. If high system usage should ever create a condition where public safety radios receive a system busy signal, public safety radios will preempt any other radio system users for the next available system access. To maintain a reliable system, COUNTY will manage and control access to the system.

2.2 Except for cases of Mutual Aid (which shall be defined by the Governance Board, herein after defined in Section 8), access to COUNTY's

Public Safety Radio System shall be limited to radio units assigned to designated staff, departments, and agents of SUBSCRIBER.

2.3 COUNTY may periodically monitor talk groups allocated to SUBSCRIBER for SUBSCRIBER's internal use for system management purposes including but not limited to maintenance, troubleshooting, system performance assessments, unusual traffic patterns (sudden jump in usage), policy and procedure compliance checks, etc.

3. USAGE FEES

3.1 Commencing January 1, 2015, and each year thereafter, on an annual basis, SUBSCRIBER shall submit to the COUNTY a usage fee (hereinafter referred to as "FEE") for the use of the COUNTY's Public Safety Radio System. FEE structure is identified herein, Exhibit B, "System Usage Fee Structure".

3.2 Subscriber agencies executing this Agreement after January 1, 2015 will pay retroactive FEEs equal to the amount from January 1, 2015 to the date the Subscriber joins the County's Public Safety Radio System. No penalties will be applied. COUNTY reserves the right to exempt Subscriber Agency from retroactive FEEs.

3.3 Commencing January 1, 2020, and each year thereafter, the FEE may be adjusted by COUNTY based on the percentage increase or decrease in the January Consumer Price Index (All Urban Consumers) for the Milwaukee area, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or the generally accepted national replacement or successor index, as readjusted to the base month and computed by comparison of the January index with the index of the preceding January.

4. CAPITAL IMPROVEMENT FUND

4.1 For the purpose of this AGREEMENT, the Capital Improvement Fund (hereinafter referred to as the "FUND"), is a segregated fund that is under the

control of the Public Safety Radio System Governance Board (hereinafter defined in section 8). The FUND shall be used for the purpose of the betterment or replacement of the Public Safety Radio System and not for the use or sole and direct benefit of the COUNTY, SUBSCRIBER or other entity using the Public Safety Radio System. Financial contribution to said FUND is outlined in Exhibit B, "Capital Improvement Fund Fee Structure". FUND allocation will be contingent on a five (5) year Capital Plan approved by the Governance Board.

4.2 The PARTIES mutually agree to share the expense for the enhancement of and eventual replacement of the Public Safety Radio System, to be initially deployed as described in Section 5.2, throughout the Term of this Agreement.

4.3 Commencing January 1, 2018, and each year thereafter, on an annual basis, PARTIES will submit payments to the public safety Capital Improvement Fund. PARTIES will continue making such payments annually until a unanimous decision of the Governing Board agrees otherwise. Each SUBSCRIBER agency executing this AGREEMENT after January 1, 2018 shall be financially responsible for retroactive Capital Improvement Fees as of January 1, 2018 at the rate outlined in Exhibit B.

4.4 The Governance Board, from time to time, may review and recommend modifications to the FUND fee structure for the purpose of system upgrades, enhancements and/or replacement of the Public Safety Radio System. Modification to the FUND fee structure shall be mutually agreed upon by the PARTIES and shall be in writing, designated as a written amendment to the AGREEMENT.

4.5 The Governance Board will allocate monies from the FUND in order to procure contracted services to identify system requirements for both PARTIES, and perform planning, design and analysis in preparation for the Project 25 system replacement. Such services herein described, Section 4.5, will begin no later than the first quarter of 2028. New system build will commence upon approval of the Governance Board and the appropriate and necessary approvals of each PARTY.

4.6 If Milwaukee County ceases to operate a Public Safety Radio System, the Capital Improvement Fund will be dissolved and The Governance Board will recommend the proportional disposition of the Fund balance, if applicable, and seek the appropriate and necessary approval of the SUBSCRIBER and COUNTY authorities prior to disbursement

5. EQUIPMENT

5.1 COUNTY shall own and maintain the fixed Public Safety Radio System infrastructure, e.g.,

trunking controller, trunking base stations, trunking antenna systems, and certain other common system elements.

5.2 It is agreed at the time of execution of this AGREEMENT that the Public Safety Radio System will be an 800MHz Project 25 trunked radio system will be deployed with nine (9) transmit/receive sites operating in a simulcast transmission mode. It may be later expanded or replaced as described throughout this Agreement.

5.3 Mobiles, portables, radio control stations, and certain other peripheral equipment used by SUBSCRIBER to access COUNTY's Public Safety Radio System (collectively referred to "SUBSCRIBER RADIOS" or "USER RADIOS") shall be paid for and owned by SUBSCRIBER. COUNTY shall permit SUBSCRIBER to optionally purchase Subscriber Radios needed to satisfy SUBSCRIBER's communications requirements through COUNTY's cooperative purchasing vendor agreement "Contract for Service #1332". All SUBSCRIBER RADIO equipment or software so owned by SUBSCRIBER shall meet COUNTY's specifications (as defined by Exhibit D, "Project 25 Trunked Radio System Subscriber Radio Compliance Requirements" or the Exhibit's direct future replacement as provided by signed amendment to this Agreement) and shall become part of SUBSCRIBER's inventory.

5.4 Dispatch consoles used by SUBSCRIBER to access COUNTY's Public Safety Radio System shall be owned by SUBSCRIBER. COUNTY shall permit SUBSCRIBER to optionally purchase wireline dispatch consoles needed to satisfy SUBSCRIBER's dispatch requirements through COUNTY's vendor agreement as approved by the vendor; however, all wireline dispatch consoles shall be of the model and provide the same electronic interface as those specified in "Contract for Service #1332". All dispatch equipment or software so owned by SUBSCRIBER shall become part of SUBSCRIBER's inventory. SUBSCRIBER shall be responsible for providing (including all costs to deploy and to operate and maintain) backhaul from the dispatch consoles to the Public Safety Radio System's shared core site at 2120 Davidson Road, Waukesha, WI. Backhaul requirements and specifications shall be provided by COUNTY vendor to SUBSCRIBER.

6. COUNTY'S RESPONSIBILITY

6.1 COUNTY agrees to purchase and install a Public Safety Radio System, to be initially deployed as described in Section 5.2 and to be expanded or replaced as described throughout this Agreement, for the use of COUNTY, SUBSCRIBER

and other contracted public safety and non-public safety agencies.

6.2 COUNTY is solely responsible for budget requests and appropriations, system contracts and for the standards of service relating to the deployment of the Public Safety Radio System.

6.3 COUNTY shall be responsible for FCC licensing for the Public Safety Radio System. COUNTY will solely hold the channel frequency licenses for county-wide public safety purposes.

6.4 COUNTY shall be responsible for maintaining operational quality and continuity of the initial deployment of Public Safety Radio System, as described in Section 5.2, according to the following provisions of its agreement "Contract for Service #1332": i) system availability (including normal operations as well as limited-failure modes of operation such as "fail-soft") of 99.999% and ii) talk-in and talk-out service area coverage reliability at a delivered audio quality (DAQ) level of 3.4 for a portable radio (with specifications that meet Exhibit D) on a swivel clip at belt level in 15 dB density buildings across the service area of the political boundary of Milwaukee County. COUNTY shall take reasonable and customary measures to ensure that quality diminishment and service interruptions are minimized. When system outages can be forecast or scheduled, COUNTY agrees to notify SUBSCRIBER 48 hours in advance. COUNTY agrees to permit SUBSCRIBER radios accessing the trunked radio system to utilize "fail-soft" capabilities of the network to maintain critical communications continuity with reduced talk-group capacity in the event of a trunked radio system outage.

6.5 COUNTY agrees that if more favorable terms are developed for use of COUNTY's Project Public Safety Radio System²⁵ trunked radio system that those terms will be made available to both PARTIES upon signed amendment to this AGREEMENT.

6.6 Milwaukee County shall maintain its current funding level, plus applicable increases as identified in Section 3.3 herein. In recognition that additional municipalities or additional user agencies sign an Agreement with the COUNTY for long term participation in the Public Safety Radio System, it is understood that the County shall first have the right to recoup the additional operating costs beyond the County's current financial obligation and those not being covered by the Subscribers to the system. The remaining monies above the annual operating costs shall be placed in the Capital Improvement Fund.

6.7 COUNTY will manage and administer the System database records containing the information related to inventory, configuration, programming history, software version control, radio

IDs, service levels, statistical usage analysis, etc. for SUBSCRIBER's subscriber radios used on the System.

6.8 COUNTY will provide a System Key to SUBSCRIBER should SUBSCRIBER agree to the provisions in and meet the requirements of Exhibit E, "Radio System Key Agreement". For the duration that a System Key is held by SUBSCRIBER, it shall be recognized as the property of the COUNTY and use of it shall be entirely governed by Exhibit E.

7. SUBSCRIBER'S RESPONSIBILITY

7.1 The PARTIES agree that SUBSCRIBER will utilize COUNTY's Public Safety Radio System for purposes which are consistent with this AGREEMENT and in accordance with public safety purposes as defined by Title 47 of the Code of Federal Regulations (CFR) Part 90 Private Land Mobile Radio Services §90.20 Public Safety Pool or the appropriate section of CFR that pertain to the use of the frequencies and/or technologies of the Public Safety Radio System's direct future replacement.

7.2 SUBSCRIBER agrees to designate an official as a contact person for policy issues and a staff member as a contact person for technical matters. The contact information for that person is as follows:

Name: _____
Title: _____
Address: _____
Phone #: _____
Email: _____

7.3 SUBSCRIBER shall be responsible for acquiring, installing, maintaining, and operating its equipment according to the terms of this AGREEMENT and consistent with applicable FCC rules. SUBSCRIBER shall likewise be responsible for all costs associated with programming, installing, templating, and otherwise preparing such subscriber radios for service.

7.4 SUBSCRIBER agrees to train its users on proper and appropriate use of the Public Safety Radio System using training content consistent with that provided by COUNTY to its users. SUBSCRIBER may request from COUNTY's vendors (at no cost to COUNTY) recommendations and source material for inclusion in the user training administered by SUBSCRIBER staff.

7.5 The PARTIES agree that if in-building portable radio coverage is required to serve SUBSCRIBER's needs beyond those defined in paragraph 5.2 above, the design, procurement,

installation, and maintenance of additional equipment or software to achieve those coverage levels shall be the sole responsibility of SUBSCRIBER and shall not compromise the operation of COUNTY's Public Safety Radio System.

7.6 Except for cases of Mutual Aid (which shall be defined by the Governance Board), SUBSCRIBER shall not permit any party other than those identified in Exhibit A to access COUNTY's Public Safety Radio System without the prior written consent of the COUNTY.

7.7 Except for cases of Mutual Aid (which shall be defined by the Governance Board, herein after defined in Section 8) records of SUBSCRIBER's radios eligible for participation on COUNTY's Radio System shall be maintained by SUBSCRIBER staff in accordance with SUBSCRIBER's formal equipment inventory procedure with a copy furnished to COUNTY. The PARTIES agree to collaborate to ensure the accuracy of the inventory. Annually, on the day SUBSCRIBER's inventory is due, SUBSCRIBER shall notify COUNTY of the number of radios in use. Each Subscriber Radio recorded in the inventory shall be counted as one access unit and shall count towards the total number of permitted units identified in Exhibit A.

7.8 SUBSCRIBER agrees to operate its equipment in accordance with the operational and technical standards and procedures of the Milwaukee County Public Safety Radio System Governance Board.

7.9 Should SUBSCRIBER agree to the provisions in and meet the requirements of Exhibit E, "Radio System Key Agreement", SUBSCRIBER shall receive and use any and all System Keys according to the terms of Exhibit E.

7.10 COUNTY shall enforce all provisions in Section 7 to COUNTY departments and divisions using the Public Safety Radio System.

8. GOVERNANCE BOARD

The Governance Board creates and publishes administrative plans and procedures regarding the usage, membership, operations, maintenance, and upgrade of the Public Safety Radio System. Additionally, the Governance Board shall provide guidance on such matters as: long range system planning and improvements, problem solving and dispute resolution, system expansion, process for joint purchasing of new system, network quality and performance, and other such matters that may arise from time to time.

9. LIMITATIONS

9.1 Nothing in this AGREEMENT shall prevent SUBSCRIBER from applying for or securing licenses on other FCC licensed radio channels to supplement the Public Safety Radio System's communications as may be determined to be essential to SUBSCRIBER's operations provided that operation of these supplementary systems does not compromise proper operation of COUNTY's Public Safety Radio System.

9.2 If it is determined that Public Safety Radio System upgrades are essential to further SUBSCRIBER's objectives, SUBSCRIBER may elect to invest funds to facilitate these system upgrades. System upgrades funded by SUBSCRIBER will require the approval of the Governance Board.

9.3 No party to this AGREEMENT may assign its interest in this AGREEMENT to any other party or individual.

10. TERMINATION

10.1 Either party's right to terminate this AGREEMENT shall be only for-cause if either party fails to fulfill its obligations under the terms of the AGREEMENT. Either shall give written notice of intent to terminate the AGREEMENT for-cause at least 180 days prior to the effective date of termination during which the alleged breach may be cured.

10.2 Notwithstanding the above, COUNTY may immediately terminate SUBSCRIBER's ability to access the Public Safety Radio System should SUBSCRIBER fail to meet the obligations of Sections 3.1, 4.3, 5.3, 7.1, 7.3, 7.7, and 7.9 of this AGREEMENT. Should SUBSCRIBER's access be terminated, it shall be solely responsible for: i) any and all costs associated with reconfiguring, replacing, or reprogramming its subscriber radio and/or dispatch console equipment to operate on another radio system, ii) the costs associated with damages to the radio system caused by SUBSCRIBER's direct action resulting in its immediate termination

10.3 In the event of termination for cause of either PARTY, breaching PARTY agrees to pay all use FEES as well as Capital Improvement Fund fees for those periods prior to its termination. Fees paid to the FUND, up to the point of termination, are non-refundable and will remain deposited into the Capital Improvement Fund.

11. LIABILITY

Subject to the provisions of Wisconsin statutory and case law, SUBSCRIBER and COUNTY hereby indemnify and shall defend and hold the other harmless for actions by each party's respective

employees, agents, or authorized representatives and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, and liabilities arising out of the injury or death of either party's employees, agents, or authorized representatives caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of either party or of its agents or anyone acting under their direction or control or on their behalf in connection with or incidental to the performance of this AGREEMENT. Each party's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the party indemnified to the fullest extent permitted by law but in no event shall they apply to the liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

12. IMMUNITY

All Parties to this Agreement are governmental entities entitled to immunities, including those in Section 893.80, Wisconsin Statutes. Nothing contained herein shall waive the rights and defenses to which each Party may be entitled under law, including but not limited to the immunities, limitations and defenses under Section 893.8, Wisconsin common law or other statutes.

13. DISPUTES

Both PARTIES shall attempt to resolve disputes informally as they arise. In the event that informal dispute resolution is unsuccessful, either party may bring the dispute before a third party mediator for consideration and final resolution. Nothing in this dispute resolution process shall preclude either party from pursuing remedies available under the law.

14. CHANGES

Changes to this AGREEMENT will be mutually agreed upon by and between the COUNTY and the SUBSCRIBER and shall be in writing and designated as written amendments to the AGREEMENT.

15. NOTICES

Notices to COUNTY provided for in this AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to: Milwaukee County, Department of Administrative Services, Information Management Services Division, 2711 West Wells St, Milwaukee, Wisconsin, 53208, Attn: IMSD Manager. Notices to SUBSCRIBER shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:

Name: _____

Title: _____

Address: _____

Phone #: _____

Email: _____

Signature Page to Follow:

FOR MILWAUKEE COUNTY:

FOR THE _____ OF _____:

Chris Abele, County Executive Date
Milwaukee County

Date

Approved as to appropriate use of a
Professional service contract, form and
Independent contractor status by
Corporation Counsel:

Principal Assistant Corporation Counsel Date

Approved by Milwaukee County Comptroller

Scott Manske, Comptroller Date
Milwaukee County

EXHIBIT A

INITIAL AND GROWTH LOADING
Milwaukee County Public Safety Radio System
_____ of _____ Participation

Below please list any/all quantities of subscriber radios, by Agency, for initial and growth (future) loading:

Agency	Item Description	Initial Loading	Growth Loading
City of _____ Police	Total Subscriber Radios:		
City of _____ Fire	Total Subscriber Radios:	INITIAL	Growth
City of _____ DPW	Total Subscriber Radios:	21	31

Below please list any/all quantities of dispatch consoles to be connected

EXHIBIT B

SYSTEM USAGE FEE AND CAPITAL IMPROVEMENT FUND FEE STRUCTURE
Milwaukee County Public Safety Radio System
_____ of _____ Participation

_____ of _____ shall pay COUNTY a sum for per active subscriber radio per month. An active subscriber radio is one whose identifier (ID) is authorized for use on system for use on _____'s daily-use talk groups.

Additionally, _____ of _____ shall pay COUNTY a sum for per active subscriber radio per month. Fee will be maintained in a segregated fund for the use of system enhancement and replacement. An active subscriber radio is one whose identifier (ID) is authorized for use on system for use on _____'s daily-use talk groups.

Usage and Capital-Improvement Fund Fee Structure is as follows:

Year	Usage Fee Per Radio Per Month	Capital Improvement Fund Fee Per Radio Per Month	Total Fee Per Radio Per Month
2014	\$0	\$0	\$0
2015	\$2	\$0	\$2
2016	\$5	\$0	\$5
2017	\$9	\$0	\$9
2018	\$12	\$2	\$14
2019	\$14	\$3	\$17
2020	\$14*	\$4	\$18*
2021		\$5	\$19*
2022 and beyond		\$5 **	\$19***

* - FEE may be adjusted by COUNTY for an applicable increase as identified in Section 3.3 herein

** - Unless mutually agreed to in writing by both PARTIES to increase fee for just cause. Just cause would be considered a system enhancement, upgrade or system replacement as approved by the Governing Board.

Payments shall be made annually, commencing January 1, 2015. Payments shall be made via check written to "Milwaukee County Treasurer" and submitted to:

Milwaukee County IMSD
C/o Radio Administrator
2711 West Wells Street
Milwaukee, WI 53208

EXHIBIT C

RESERVED

EXHIBIT D

PROJECT 25 TRUNKED RADIO SYSTEM SUBSCRIBER RADIO COMPLIANCE REQUIREMENTS
Milwaukee County Public Safety Radio System
_____ of _____ Participation

EXHIBIT E

**Public Safety Radio System
SYSTEM KEY AGREEMENT
Milwaukee County Public Safety Radio System
____ of ____ Participation**

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Village of Fox Point

Memo

To: Village Board

From: Scott A Botcher, Village Manager *SAB*

cc:

Date: October 8, 2015

Re: Village Prosecutor Contract

Item 5H of the Consent Agenda is the approval of a contract with the Village Prosecutor. This is on our agenda as I discovered that we have not renewed any agreement with our Prosecutor, and it has been expired for a while now. Following discussion with our Police Chief and Court Personnel, it was clear that we would be well served to retain Mr. Cain as our Prosecutor, so I asked him to prepare a contract for our approval.

The rates are very fair, and he received strong support from all I spoke with, so I ask your approval.

AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 2015, by and between the Village of Fox Point, a Wisconsin municipal corporation (the "Village"), and Stippich, Selin & Cain, LLC (the "Village Prosecutor");

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERM

The duration of this contract is two (2) years (October 1, 2015 to September 30, 2017), the yearly term commencing on October 1 and ending September 30. This contract may be renewed upon expiration from year to year upon agreement of the parties.

GENERAL SERVICES

The Village Prosecutor shall, in the ordinary course of the performance of their duties, provide to the Village the services hereinafter described:

1. Prosecution of routine ordinance violations in Municipal Court and any other Courts of competent jurisdiction as may be necessary.
2. Preparation for and attendance at all scheduled meetings of the Fox Point Municipal Court.
3. Such other services as the Village President, Village Board, or Village Manager request and to which the Village Prosecutor agrees.

EXPENSES

Expenses for all services will be at reasonable rates, on a direct reimbursement basis. This includes costs charged to the firm by Courts, regular copying costs, mailing costs, and any witness/service fees as may be necessary.

COMPENSATION

Compensation shall be as follows:

\$160.00 per hour for primary prosecutor Steven M. Cain and back-up prosecutor*

\$65.00 per hour for paralegal* (preparation of subpoenas, officer notification, etc.)

* All time shall be billed to the Village at the hourly rates indicated above in increments of 1/10th of one hour.

Annual fees for this contract shall \$18,500.00.

PAYMENT

The Village shall be billed on a monthly basis and payment shall be made within thirty (30) days of receipt of the itemized bill.

CONFLICTS OF INTEREST

The Village Prosecutor shall comply with the provisions of the Rules of Professional Conduct and Village of Fox Point Code of Ordinances, as may be amended from time to time. If a conflict exists between the Supreme Court Rules and the Fox Point Code, Supreme Court Rules shall prevail.

SPECIAL COUNSEL

The Village Prosecutor shall coordinate services with such special counsel as the Village Board may appoint from time to time pursuant to Wis. Stats. Section 62.09(12)(g). Should additional counsel be required due to any conflict of interest or other reason, the Village Prosecutor shall recommend an attorney to be approved by the Village Manager.

RETENTION OF FILES

The Village Prosecutor shall retain all court files and any other internal files compiled while serving as Village Prosecutor. Files shall be retained by the Village Prosecutor until permission to destroy files is granted by the Village Board and Fox Point Police Chief. Files held by the Village Prosecutor shall be copied and forwarded to the Village upon request of the Village Board, Village Manager, Police Chief, Village President or Village Clerk.

INSURANCE

The Village Prosecutor shall maintain professional liability insurance in the amount of one million (\$1,000,000.00) dollars with respect to services rendered pursuant to this Agreement. Such coverage may, but shall not be required to include, insurance against other than negligent acts, errors or omissions in the rendering of, or failure to render, services in the capacity as a lawyer or notary public, or, while rendering

professional services, the commission of: false arrest, detention or imprisonment; wrongful entry or eviction, or other invasion of rights of private occupancy; libel, slander or other disparaging material; or any writing or saying in violation of an individual's right of privacy.

The coverage maintained by the Village Prosecutor shall be primary; provided, however, that the coverage maintained by the Village shall be primary as to any claim that is not covered by the insurance maintained by the Village Prosecutor or for which such carrier refuses or reserves its rights against a demand for tender of defense or payment of claim.

MISCELLANEOUS

This Agreement, and the interests hereunder shall not be assigned without the written consent of the other party.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement shall be governed by, and construed under the laws of the State of Wisconsin.

This Agreement shall terminate in the event Steven M. Cain is appointed or appointed to any full time judicial position which would prohibit him from the private practice of law.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Headings in this Agreement are included for the convenience of reference only and shall not constitute a part of this Agreement for any other purposes.

This Agreement represents the entire agreement of the parties and may not be varied, modified or amended as to any term or condition expressed herein except in a writing duly signed on behalf of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their respective officers on the date first above written.

ATTESTED TO:

VILLAGE OF FOX POINT, a Wisconsin
municipal corporation

Kelly A. Meyer, Village Clerk

Michael A. West, Village President

Stippich, Selin & Cain, LLC
Steven M. Cain, Village Prosecutor



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: October 5, 2015
Re: Recommendation for approval of Change Order No. 1 for the 2015
Infiltration and Inflow Investigation – Basin No. 3

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works is coordinating work associated with the investigation of infiltration and inflow (I&I) into the sanitary sewers in the remaining portions of Sanitary Sewer Basin 3 from both public and private property. This work is being proposed to address excess flows in Sanitary Sewer Basins 3 and 4 as determined by the Milwaukee Metropolitan Sewerage District. In particular, MMSD staff submitted a letter to the Village indicating that the flow in Basins 3 and 4 exceeds the peak hourly flow rate permitted by MMSD and required that a schedule be implemented by October 15, 2014, to address the noncompliant sewersheds.

The Village Board approved this project at the January 2015 Village Board meeting. During the investigation activities, it was determined that there were an additional 74 private property laterals that should be televised to determine their condition. I met with representatives of MMSD and Kapur & Associates regarding the additional laterals and it has been determined that the additional cost is eligible for reimbursement from MMSD under the private property lateral rehabilitation program.

Based on the foregoing, I requested that Kapur & Associates provide me with a proposal to perform the additional investigations. They have submitted a proposal in the amount of \$14,818 of which \$11,322 is related to the costs to be incurred by the contractor performing the televising. The remaining fee is associated with the cost to review each of the televising events and provide a report and recommendation on the condition of the individual laterals. I have reviewed the proposal and find that it is reasonable and appropriate.

Therefore, it is my recommendation that the change order submitted by Kapur & Associates be approved in an amount not to exceed \$14,818 and that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be from the sanitary sewer fund with reimbursement from MMSD after the work is complete.

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we listen. we innovate. we turn your vision into reality.

CONTRACT CHANGE ORDER NO. 1

2015 SANITARY SEWER INFILTRATION & INFLOW (I&I) INVESTIGATION IN BASIN NO. 3 BETWEEN VILLAGE OF FOX POINT AND KAPUR & ASSOCIATES, INC.

Contract Document made and entered into by and between the Village of Fox Point and Kapur & Associates, Inc., dated January 16, 2015 is hereby amended as set forth as follows, which is annexed and made a part of the original Contracts.

A. The scope of work includes additional field and office time for collection of data and design work as follows:

- Additional 74 private lateral CCTV
- Field work coordination between TV Contractor and residents
- Review additional televised private laterals
- Recommendation for rehab and cost estimate

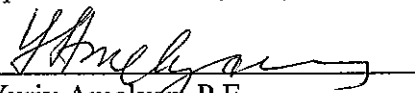
Our fees are detailed in the attached Fee Schedule.

B. Contract Amount

The following is a summary of the revised contract amount:

Original Contract Amount	\$ 98,162.00
Additional Fees (Contract Change Order No. 1)	\$ 14,818.00
Revised Contract Amount	\$ 112,980.00

For Kapur & Associates, Inc.,

By: 
Yuriy Amelyan, P.E.,
Senior Project Manager

Date: 9-04-2015

For the Village of Fox Point,

By: _____
Michael A. West,
Village President

Date: _____

By: _____
Kelly Meyer
Village Clerk

Date: _____

**ENGINEERING COST NOT TO EXCEED
ADDITIONAL 72 PRIVATE LAYERALS CCTV
VILLAGE OF FOX POINT, WISCONSIN**

TASK	Project Manager	Project Engineer	Staff Engineer	Total Task Hours	Total Task Cost
	\$130.00	\$98.00	\$78.00		
PRIVATE SECTOR I&I INVESTIGATION					
Additional 74 private lateral CCTV		74 Each @ 153.00			\$11,322.00
Field work coordination between TV contractor and residents		4	8	12	\$1,016.00
Review DVD, recommendation for rehab, cost estimate, incorporate into I/I report.	4	20		24	\$2,480.00
TOTAL	4	24	8	36	\$14,818.00



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: October 5, 2015
Re: Recommendation for Acceptance of Change Order No. 1 for the Repair of the Storm Outfall Structure in the Vicinity of 7900 North Beach Drive

At the July 2015 Village Board meeting, the contract for repair of the outfall structure in the vicinity of 7900 North Beach Drive was awarded to WSO Grading & Excavating, LLC in the amount of \$11,030. During construction, the contractor encountered a buried concrete slab approximately 12 feet long by 5 feet wide and ranging between 8 and 30 inches in thickness. The existence of the concrete slab was unknown to all parties prior to construction and needed to be removed in order to properly repair the wing wall. The contractor was given approval to proceed with the removal of the concrete slab in order to proceed.

Subsequently, the contractor submitted a change order in the amount of \$1,417.95 for the removal of the concrete slab. I have reviewed the change order and find it to be reasonable. Therefore, it is my recommendation that Change Order No. 1 in the amount of \$1,417.95 submitted by WSO Grading & Excavating be approved and that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Adequate funding exists in the stormwater utility fund to cover the cost of the change order.

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CONTRACT CHANGE ORDER

Change Order: No. 1

Date: September 8, 2015

Name of Project: Storm Outfall Structure Repair at 7900 N. Beach Drive

OWNER: WSO Grading & Excavating LLC.

ENGINEER: Kapur & Associates, Inc.

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

Removal of concrete slab adjacent to storm outfall weir wall discovered during construction. The slab was approximately 12' x 5' and 8" to 30" thick. The slab impeded repairs to damaged wing wall and was removed. Cost includes jack hammering, concrete slab removal and all associated labor.....\$ 1,417.95

Change to CONTRACT PRICE:	\$ <u>1,417.95</u>
Original CONTRACT PRICE:	\$ <u>11,030.00</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER:	\$ <u>11,030.00</u>
The CONTRACT PRICE due to this CHANGE ORDER will be increased by:	\$ <u>1,417.95</u>
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ <u>12,447.95</u>

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by _____

The date for completion of work will be _____ Substantial (Date).
_____ Final (Date).

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

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

Recommended by the ENGINEER: Yuriy Amelyan, Project Manager

(Signature)
(Name & Title)

Date 9-09-2015

Accepted by the CONTRACTOR: Wade St. Onge, Owner

(Signature)
(Name & Title)

Date 9-10-2015

Approved by the OWNER:

(Name & Title)

(Signature)

Date _____

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VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: October 5, 2015
Re: Fox Lane to Beach Drive Bluff Drainage and Pedestrian Path Stabilization Project

At the September 8, 2015, Village Board meeting, staff was authorized to proceed with obtaining bids for the Fox Lane to Beach Drive bluff drainage and pedestrian path stabilization project. Bids were received and opened from two contractors on September 22, 2015: Woleske Construction and WSO Grading & Excavating, LLC. WSO Grading & Excavating, LLC was the low bidder for the Base Bid in the amount of \$62,375 and Alternate Bid No. 1 in the amount of \$2,400 for the total amount of \$64,775.

The Base Bid includes the necessary drainage and pedestrian path improvements and stabilization activities while the Alternate Bids addressed drainage from the 6-inch diameter hose. Alternate Bid No. 1 includes removal of the hose and replacement with a solid pipe that daylight up the slope from the rip rap and gabion wall and is the preferred alternative.

Based on my review of the contract documents and the bids received, I recommend the Village Board award WSO Grading & Excavating, LLC the bluff drainage and pedestrian path stabilization project in the amount of \$62,375 for the Base Bid and \$2,400 for Alternate Bid No. 1 in the amount of \$2,400 for a total amount of \$64,775 and authorize the Village President and Village Clerk to sign the contract on behalf of the Village. Funding is available in the stormwater utility fund.

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we listen. we innovate. we turn your vision into reality.

September 23, 2015

Mr. Scott Brandmeier
Village of Fox Point
7200 North Santa Monica Boulevard
Fox Point, Wisconsin 53217-3505

RE: Bluff Drainage Improvement and Pedestrian Path Stabilization
Village of Fox Point

Dear Mr. Brandmeier:

Bids were received from two General Contractors: WSO Grading & Excavating, LLC and Woleske Construction Company, Inc. to complete - Bluff Drainage Improvement and Pedestrian Path Stabilization Project, as detailed in the plans and specifications prepared by our office.

After review of the bids, it was determined that WSO Grading & Excavating, LLC is the apparent low bidder with a following total bid amounts:

- Total Base Bid: - Bluff drainage improvement and pedestrian path stabilization: \$ 62,375.00;
- Alternate Bid No.1- Replacement of existing drainage hose with solid pipe – \$2,400.00
- Alternate Bid No.2 - Replacement of existing drainage hose with perforated drain pipe with filter sock - \$2,400.00
- Alternate Bid No.3 – Extension of existing drainage hose to bottom of bluff to existing storm outfall - \$1,100.00

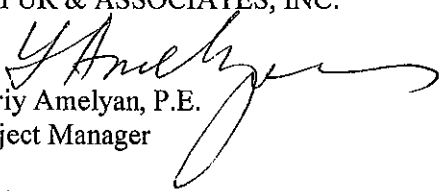
WSO Grading & Excavating LLC has performed this type of work on previous projects and the firm is qualified to complete the items under this contract.

Kapur & Associates, Inc. recommends the award of this contract to WSO Grading & Excavating, LLC in the Base Bid amount of \$62,375.00, plus Alternate Bid No.1 in amount of \$2,400.00

I have included a finalized Bid Tab for your records. Should you have any comments or need additional information, please call me at (414) 751-7285.

Sincerely,

KAPUR & ASSOCIATES, INC.


Yuriy Amelyan, P.E.
Project Manager

Enclosures

BLUFF DRAINAGE IMPROVEMENT AND PEDESTRIAN PATH STABILIZATION

Village of Fox Point, Wisconsin
BID OPENING: 1:00 P.M., Tuesday, September 22, 2015

A. UNIT PRICE BASE BID			
ITEM #	ITEM	QTY.	UNIT
1	Clearing and Grubbing within the Project Limits. (Includes area adjacent to private road.)	1	LS
2	Bluff Stabilization with Gabion Mattress 9'x3'x12" STA 2+65 (All Inclusive)	1	EACH
3	Bluff Stabilization with Gabion Mattress 6'x3'x12" STA 3+00 and 3+75 (All Inclusive)	2	EACH
4	Geotextile Fabric – Type "HR"	60	SY
5	Rip-Rap (Medium)	40	TON
6	Crushed Aggregate 1-1/4 - Inch TB Stone	100	TON
7	Pedestrian Path stabilization with Geoweb GW30V6 Cellular Confinement System	1,600	SF
8	EPDM Rubber Membrane, 45 mil	2,400	SF
9	Reinstall Existing Steel Edging	390	LF
10	Temporarily remove and reinstall RipRap along the Pedestrian Path (Reuse existing RipRap)	390	LF
11	Landscaping Restoration within Project Limits. (Includes area adjacent to private road.)	1	LS
12	Silt Fence	400	LF
13	Erosion Bale	10	EACH
14	Inlet Protection Type B	1	EACH
15	Traffic Control	1	LS
Total Base Bid Price for bluff Drainage Improvement and Path Stabilization:			
B. ALTERNATE BID NO. 1 REPLACEMENT OF EXISTING DRAINAGE HOSE WITH SOLID PIPE			
ITEM #	ITEM	QTY.	UNIT
1	Replacement of Existing Drainage Hose with Solid Pipe -Approximately 80 LF of 8-Inch PVC or HPDE Pipe (All Inclusive)	1	LS
TOTAL: ALTERNATE BID NO. 1			
C. ALTERNATE BID NO. 2 REPLACEMENT OF EXISTING DRAINAGE HOSE WITH PERFORATED DRAIN PIPE WITH FILTER SOCK			
ITEM #	ITEM	QTY.	UNIT
1	Replacement of Existing Drainage Hose with Perforated Drain Pipe with Filter Sock -Approximately 80 LF of 8-Inch PVC or HPDE Pipe (All Inclusive)	1	LS
TOTAL: ALTERNATE BID NO. 2			
D. ALTERNATE BID NO. 3 EXTENSION OF EXISTING DRAINAGE HOSE TO BOTTOM OF BLUFF TO EXISTING STORM OUTFALL			
ITEM #	ITEM	QTY.	UNIT
1	Extension of Existing 6-Inch Drainage Hose to Bottom of Bluff to Existing Storm Outfall (All Inclusive)	1	LS
TOTAL: ALTERNATE BID NO. 3			

WSO Grading & Excavating		Woleske Construction	
121 Highview Drive		536 Antelope Trail	
Cedarburg, WI 53012		Green Bay, WI 54313	
P: 414-313-6393		P: 920-497-9880	
F: 262-790-5069		F: 920-497-9880	
UNIT \$	TOTAL	UNIT \$	TOTAL
\$ 3,500.00	\$ 3,500.00	\$ 5,800.00	\$ 5,800.00
\$ 4,900.00	\$ 4,900.00	\$ 3,000.00	\$ 3,000.00
\$ 4,500.00	\$ 9,000.00	\$ 3,000.00	\$ 6,000.00
\$ 8.00	\$ 480.00	\$ 4.00	\$ 240.00
\$ 140.00	\$ 5,600.00	\$ 10.00	\$ 400.00
\$ 40.00	\$ 4,000.00	\$ 20.00	\$ 2,000.00
\$ 4.50	\$ 7,200.00	\$ 5.00	\$ 8,000.00
\$ 3.50	\$ 8,400.00	\$ 0.50	\$ 1,200.00
\$ 8.00	\$ 3,120.00	\$ 5.00	\$ 1,950.00
\$ 15.00	\$ 5,850.00	\$ 84.40	\$ 32,916.00
\$ 5,500.00	\$ 5,500.00	\$ 3,000.00	\$ 3,000.00
\$ 5.50	\$ 2,200.00	\$ 2.00	\$ 800.00
\$ 25.00	\$ 250.00	\$ 10.00	\$ 100.00
\$ 375.00	\$ 375.00	\$ 500.00	\$ 500.00
\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
\$	\$ 62,375.00	\$	\$ 69,906.00

\$ 2,400.00	\$ 2,400.00	\$ 8,000.00	\$ 8,000.00
\$ 2,400.00		\$ 8,000.00	

\$ 2,400.00	\$ 2,400.00	\$ 8,000.00	\$ 8,000.00
\$ 2,400.00		\$ 8,000.00	

\$ 1,100.00	\$ 1,100.00	\$ 8,000.00	\$ 8,000.00
\$ 1,100.00		\$ 8,000.00	



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *Scott Brandmeier*
Through: Scott Botcher, Village Manager *SAR*
Date: October 5, 2015
Re: Fox Lane to Beach Drive Bluff Drainage and Pedestrian Path Stabilization
Project Inspection Services

As part of the Fox Lane to Beach Drive bluff drainage and pedestrian path stabilization project, bids were received and opened from two contractors on September 22, 2015: Woleske Construction and WSO Grading & Excavating, LLC. WSO Grading & Excavating, LLC was the low bidder for the Base Bid in the amount of \$62,375 and Alternate Bid No. 1 in the amount of \$2,400 for the total amount of \$64,775.

I have requested that Kapur & Associates, who performed the design for the project, provide part time construction inspection services. Included in the construction inspection services is a review of shop drawings, surveying/construction staking, recommendations for pay applications, preparation of as-built documentation and part time construction inspection for two (2) hours each day.

Based on my review of the proposal, I recommend the Village Board award Kapur & Associates the bluff drainage and pedestrian path stabilization construction inspection services in an amount not to exceed \$7,692 and authorize the Village President and Village Clerk to sign the contract on behalf of the Village. Funding is available in the stormwater utility fund.

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we listen. we innovate. we turn your vision into reality.

**CONTRACT BETWEEN
VILLAGE OF FOX POINT AND KAPUR & ASSOCIATES, INC.**

**CONSTRUCTION MANAGEMENT
FOR THE BLUFF DRAINAGE IMPROVEMENT AND PEDESTRIAN PATH
STABILIZATION**

We are pleased that the Village has selected Kapur & Associates, Inc. to perform the Construction Management for the Bluff Drainage Improvement and Pedestrian Path Stabilization.

The work associated with the Bluff Drainage Improvement Project consists of the following:

- Repair and stabilization of eroded bluff area with gabion mattresses and riprap;
- Replacement of existing pump hose with solid pipe;
- Stabilization of pedestrian path with combination of geotextile fabric, GeoWeb system, impermeable EPDM membrane and TB stone;
- Landscaping restoration within the project limits.

The following is the scope of work for construction management:

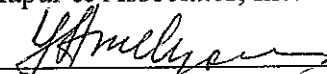
- Pre-construction conference and progress meeting;
- Submittals review and approval;
- Construction inspection (assuming 25 working days at 2 hours);
- Payment recommendation;
- Punch list and As-Builts;
- Project close out activities.

Our fees are detailed in the attached Fee Schedule. The not to exceed fee for performing the construction management is \$7,692.00. Reimbursable expenses will be itemized separately on our invoices and shall be considered part of the not to exceed fee of \$7,692.00.

Receipt of signed copy of this document will constitute an executed agreement.

Kapur & Associates, Inc.

By:


Yuriy Amelyan, P.E.
Senior Project Manager

Date:

9-24-2015

For: Village of Fox Point

By:

Michael A. West
Village President

Date:

By:

Kelly Meyer
Village Clerk

Date:

COST NOT TO EXCEED
BLUFF DRAINAGE IMPROVEMENT AND PEDESTRIAN PATH STABILIZATION
CONSTRUCTION MANAGEMENT FEE

TASK	Project Manager	Construction Inspector	Cad Technician	Project Surveyor RLS	One Man Survey Crew	Total Task Hours	Total Task Cost
	\$130.00	\$84.00	\$68.00	\$98.00	\$105.00		
BASE BID ITEMS							
Pre-Construction Conference, Progress Meeting	2	2				4	\$428.00
Shop Drawings/Submittals	3					3	\$390.00
Construction Staking	2			2	6	10	\$1,086.00
Construction Inspection		50				50	\$4,200.00
Payment Recommendation	4	2				6	\$688.00
Punch List, Project Close Out Activities, As-Builts	2	2	4			8	\$700.00
Reimbursable Expenses							\$200.00
TOTAL BASE BID ITEMS:	13	56	4	2	6	81	\$7,692.00





VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: October 8, 2015
Re: Preliminary Resolution Declaring Intent to Levy Special Assessments

In 2014, the Village of Fox Point began a lateral rehabilitation program whereby residents in Sanitary Sewer Basin Nos. 3 and 8 were provided the opportunity to have their laterals repaired under the Milwaukee Metropolitan Sewerage District (MMSD) private property lateral program. Later, additional properties were added in Sanitary Sewer Basin Nos. 1 and 5 after determining that the laterals were causing obstructions in the Village's sanitary sewer mains.

Each property owner was informed of the reimbursement policy adopted by the Village under the program; namely, fifty percent (50%) of the cost of the lateral rehabilitation up to \$5,000 is covered under the program and reimbursed by MMSD. The remaining costs are the responsibility of the property owner. Each property owner could also elect to either pay their share of the cost in one lump sum payment or be specially assessed for the cost of the work. The attached preliminary resolution identifies the list of property owners who have not paid in one lump sum payment and who, at this time, will need to be specially assessed. Therefore, it is my recommendation the Village Board adopt the Preliminary Resolution Declaring Intent to Levy Special Assessments.

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LAW OFFICES OF
**ARENZ, MOLTER,
MACY, RIFFLE & LARSON, S.C.**
720 N. EAST AVENUE
P.O. BOX 1348
WAUKESHA, WISCONSIN 53187-1348
Telephone (262)548-1340
Facsimile (262)548-9211
Email: elarson@ammr.net

DALE W. ARENZ, RETIRED
DONALD S. MOLTER, JR.
JOHN P. MACY,
COURT COMMISSIONER
H. STANLEY RIFFLE,
COURT COMMISSIONER
ERIC J. LARSON

RICK D. TRINDL
PAUL E. ALEXY
R. VALJON ANDERSON

October 7, 2015

Scott J Brandmeier
Director of Public Works
Village of Fox Point
7200 N. Santa Monica Blvd.
Fox Point, WI 53217

**Re: Village of Fox Point
Preliminary Resolution Declaring Intent to Levy Special Assessments**

Dear Mr. Brandmeier:

I received your list of properties that have not paid for the costs of the their lateral improvements to date (which includes certain properties that have paid, in the spreadsheet you provided), by your email message of today's date. I have had an opportunity to prepare the Preliminary Assessment Resolution regarding these properties.

Enclosed please find the resolution that I have prepared for your consideration. It is my understanding that this has been placed on the upcoming Village Board agenda for consideration and possible action. You indicate that some of these property owners intend to pay this now, rather than pay in installments over a period of years. That is fine, however I have included those properties that have not paid in this resolution at this time. This is only the preliminary resolution. If they pay before the final resolution is adopted, we can remove them from the Final Assessment Resolution. Alternatively, if they decide to make a single payment, rather than pay in installments, but have not paid at the time of the final resolution, we can include them in the final resolution, but exclude them from the installment option, thereby placing the full assessment on the tax roll, payable with their tax bill. Again, these are issues that will need to be decided by next month's Village Board meeting when the Final Assessment Resolution is on the agenda, and do not need to be decided now.

LAW OFFICES OF
ARENZ, MOLTER, MACY, RIFFLE & LARSON, S.C.

Scott Brandmeier, DPW Director
October 7, 2015
Page 2

If you should have any questions or concerns in this regard, please do not hesitate to contact me.

Yours very truly,
ARENZ, MOLTER, MACY,
RIFFLE & LARSON, S.C.

Eric J. Larson

Eric J. Larson

EJL/bes
Enclosure
cc: Scott Botcher, Village Manager
Kelly Meyer, Village Clerk/Treasurer
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STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. _____

PRELIMINARY RESOLUTION DECLARING INTENT
TO LEVY SPECIAL ASSESSMENTS
UNDER MUNICIPAL POLICE POWER
PURSUANT TO §66.0703, STATS.

The Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, DO
RESOLVE AS FOLLOWS:

SECTION 1: INTENT TO LEVY SPECIAL ASSESSMENTS

1. The Village Board hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:

Wastewater collection system improvements,
including but not limited to planning, design, construction,
materials, labor and equipment to repair or replace defective
or failing sanitary sewer or replace laterals
and eliminate clear water connections to the
Village sanitary sewer system

2. The property to be assessed lies within the following described assessment district:

ASSESSMENT DISTRICT

The assessment district includes all of the following properties in the Village of Fox Point:

1401 E Goodrich Ct
1213 E Goodrich Lane
1407 E Goodrich Ct
1443 E Goodrich Lane
1455 E Goodrich Lane
1510 E Goodrich Lane
8022 N Graylog Lane
8041 N Graylog Lane
1530 E Goodrich Lane
7600 N Beach Drive
7632 N Beach Drive
8005 N Beach Drive
8045 N Beach Drive
8080 N Beach Drive
8120 N Beach Drive
8439 N Indian Creek Parkway
7203 Yates Road
6419 N Lake Drive
330 West Bergen Drive

363 West Bergen Drive
229 West Bergen
8035 North Port Washington Rd
257 West Bergen Drive
300 West Bergen Drive

3. The total amount assessed against the properties in the described assessment district shall not exceed the total cost of the improvements.

4. The Village Board hereby determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the Village and its inhabitants.

5. The Village Director of Public Works, along with the Village's contracted engineer for this project, shall prepare a report which shall consist of:

- a. Preliminary plans and specifications for the proposed improvements.
- b. An estimate of the entire cost of the proposed improvements.
- c. A schedule of the proposed assessments.
- d. A statement that the property against which the assessments are proposed is benefited.

6. When the report is completed, the Village engineer shall file a copy of the report with the Village Clerk for public inspection.

7. The Village Board currently intends to proceed with the foregoing public work and improvements only upon the voluntary cooperation and participation of the affected property owners. This will require that the affected property owners allow Village staff and Village contractors to enter their private property, with all necessary vehicles and equipment, in order to perform the necessary work, and that the affected property owners sign any necessary documents to allow this entry. It will also require that the affected property owners accept the imposition of costs for this work as an assessment against their property, by a waiver of special assessment pursuant to Section 66.0703(7)(b) Wisconsin Statutes. If this complete cooperation of the affected property owners is not forthcoming, the Village will not proceed as currently contemplated. The notice and hearing requirements of Wisconsin Statutes Section 66.0703(7)(a) are not applicable to this assessment, therefore, because either these requirements will be waived by the affected property owners pursuant to Section 66.0703(7)(b) or this assessment will not proceed as currently contemplated.

8. The assessment against any parcel may be paid in cash or in annual installments the number of which shall be determined by the Village Board and shall be incorporated in the final resolution in this matter.

SECTION 2: SEVERABILITY.

The several sections of this resolution are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or

unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

SECTION 3: EFFECTIVE DATE.

This resolution shall take effect immediately upon passage as provided by law.

Dated this _____ day of _____, 20_____.

VILLAGE OF FOX POINT

Michael A. West, Village President

ATTEST:

Kelly Meyer, Village Clerk/Treasurer

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VILLAGE OF FOX POINT

Payment Approval Report by GL No - Board Report
Fully Paid Invoices 09/01/2015 - 09/30/2015

Page: 1
Sep 29, 2015 02:34pm

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount
10-13100	GENERAL FUND - ACCOUNTS RECEIVABLE - SUNDRY					
	5032	BROWN DEER LAWN SERVICE	432 FOX DALE	41066	09/04/2015	140.00
	5892	FLAG CENTER	DONATION	0076727-IN	09/10/2015	1,050.00
						1,190.00 *
10-21520	GENERAL FUND - GROUP LIFE					
	340	MINNESOTA LIFE INSURANCE C	LIFE INSURANCE PREMIUMS	OCT 2015	09/04/2015	881.09
10-21525	GENERAL FUND - UNION DUES					
	185	FOX POINT POLICE PROT. ASSC	POLICE DUES	SEPT 2015	09/10/2015	495.00
10-21530	GENERAL FUND - DEFERRED COMPENSATION					
	375	NORTH SHORE BANK, FSB	DEFFERD COMP	09/11/2015	09/10/2015	355.00
	375	NORTH SHORE BANK, FSB	DEFFERD COMP	9/25/2015	09/23/2015	355.00
	1622	WELLS FARGO BANK, N.A.	DEFERRED COMP	09/11/2015	09/10/2015	6,030.00
	1622	WELLS FARGO BANK, N.A.	DEFERRED COMP	09/25/2015	09/23/2015	6,330.00
						13,070.00 *
10-21540	GENERAL FUND - GARNISHMENT					
	101664	WISCONSIN DEPT. OF REVENUE	FASSBENDER	AUG 2015	08/27/2015	95.00
	101664	WISCONSIN DEPT. OF REVENUE	FASSBENDER	SEPTEMBER 2015	09/23/2015	95.00
						190.00 *
10-23000	GENERAL FUND - WORKERS COMPENSATION					
	1658	R & R INSURANCE SERVICES, IN	WORKERS COMP	1492881	09/08/2015	29,130.00
10-44120	GENERAL FUND - LICENSES & PERMITS - LIQUOR/TOBACCO LICENSES					
	727	WI DEPT. OF JUSTICE	BARTENDER/LIQUOR LICENSES	09/01/2015	09/16/2015	112.00
10-45100	GENERAL FUND - FINES/FORFEITURES - FINES/FORFEITURES					
	2359	FARRELL, REBEKAH	OVERPAYMENT CITATION	41762	09/08/2015	7.60
10-45500	GENERAL FUND - FINES/FORFEITURES - HUNTERS SAFETY REVENUE					
	102164	WI DNR	HUNTER SAFETY COURSE FEES	41635	09/15/2015	65.00
10-46710	GENERAL FUND - CHARGES FOR SERVICE - PAVILION RENTALS					
	2349	HOARD, JENNIFER	PAVILLION DEPOSIT	50084	08/31/2015	50.00
10-51100-191	GENERAL FUND - GENERAL GOVERNMENT - VILLAGE BOARD - EMPLOYEE/BOARD RECOGNITION					
	2344	NSF/R FOUNDATION	DEPARTMENT CELEBRATION	10/6/15 EVENT	09/24/2015	700.00
10-51100-322	GENERAL FUND - GENERAL GOVERNMENT - VILLAGE BOARD - TRAINING					
	2344	NSF/R FOUNDATION	DEPARTMENT CELEBRATION	10/6/15 EVENT	09/24/2015	300.00
Total VILLAGE BOARD						1,000.00
10-51200-395	GENERAL FUND - GENERAL GOVERNMENT - JUDICIAL - COUNTY COURT FEES					
	330	MILWAUKEE COUNTY TREASUR	JAIL ASSESMENT/DRIVER SURCH	AUG 2015	09/04/2015	390.00
	552	WISCONSIN, STATE OF - COURT	AUGUST	AUG 2015	09/04/2015	1,182.40
						1,572.40 *
Total JUDICIAL						1,572.40
10-51300-211	GENERAL FUND - GENERAL GOVERNMENT - LEGAL - LABOR ATTORNEY					
	1788	BUELOW VETTER BUIKEMA OLS	PERSONNEL 275.00001	37	09/02/2015	75.00
10-51300-219	GENERAL FUND - GENERAL GOVERNMENT - LEGAL - VILLAGE PROSECUTOR					
	1924	STIPPICH SELIN & CAIN LLC	VILLAGE PROSECUTOR	1102	09/03/2015	783.00

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Total LEGAL						858.00
10-51410-310	GENERAL FUND - GENERAL GOVERNMENT - VILLAGE MANAGER - SUPPLIES/ MISC EXPENSES					
	1747	BMO HARRIS BANK N.A.	MANAGERS MEETING LUNCH	41040	09/13/2015	78.66
10-51410-322	GENERAL FUND - GENERAL GOVERNMENT - VILLAGE MANAGER - TRAINING					
	1777	PEDERSEN, MICHAEL	MILEAGE	41056	09/18/2015	94.07
Total VILLAGE MANAGER						172.73
10-51420-233	GENERAL FUND - GENERAL GOVERNMENT - VILLAGE CLERK/TREASURER - EQUIPMENT MAINTENANCE					
	477	TAYLOR COMPUTER SERVICES, MONTHLY EXCHANGE SRVC-MON		14235	09/14/2015	328.15
	477	TAYLOR COMPUTER SERVICES, EMAIL ARCHIVE-VLG		14297	09/23/2015	167.24
	3275	MAILFIANCE	ACCOUNT 103780	N5501026	09/08/2015	420.39
	5152	JAMES IMAGING SYSTEMS, INC.	MAINTANCE CONTRACT VL	628932	09/24/2015	215.97
						1,131.75 *
10-51420-235	GENERAL FUND - GENERAL GOVERNMENT - VILLAGE CLERK/TREASURER - INTERNET SERVICE					
	1345	AT & T U-VERSE	VILLAGEHALL 134392745	8/25-9/25/15	09/04/2015	47.52
10-51420-310	GENERAL FUND - GENERAL GOVERNMENT - VILLAGE CLERK/TREASURER - SUPPLIES/EXPENSES					
	161	EMPLOYEE DATA FORMS, INC.	EMPLOYEE DATA CALENDARS	2016	09/23/2015	36.75
	494	UNISOURCE	COPY PAPER	517-67716718	09/15/2015	262.00
	1059	BUSINESS FORMS & ACCOUNTII	LASER CHECKS	050345	09/23/2015	155.28
	1766	CONFLUENCE GRAPHICS	ENVELOPES	63886	09/22/2015	233.46
	5033	OFFICE DEPOT -US COMMUNITII	VLG HALL-OFFICE -37360205	788126219001	09/01/2015	54.29
						741.78 *
10-51420-323	GENERAL FUND - GENERAL GOVERNMENT - VILLAGE CLERK/TREASURER - OFFICIAL PUBLICATIONS/NOTICES					
	5895	MILW. JOURNAL SENTINAL (ADS	PUBLICATION	8/1-8/31/15	09/09/2015	13.35
Total VILLAGE CLERK/TREASURER						1,934.40
10-51520-322	GENERAL FUND - GENERAL GOVERNMENT - FINANCIAL ADMINISTRATION - TRAINING					
	5011	RADISSON HOTEL - LA CROSSE	LODGING- CARTHELL/MARY	9176679	09/04/2015	238.00
Total FINANCIAL ADMINISTRATION						238.00
10-51530-210	GENERAL FUND - GENERAL GOVERNMENT - ASSESSOR - CONTRACT SERVICES					
	11	AD VALOREM INC.	ASSESSOR SERVICES	SEPT 2015	09/04/2015	7,135.48
Total ASSESSOR						7,135.48
10-51600-210	GENERAL FUND - GENERAL GOVERNMENT - GENERAL BUILDINGS - CONTRACT SERVICES					
	1580	TYCO INTEGRATED SECURITY	QUARTERLY MONITORING	25008283	09/10/2015	80.57
10-51600-220	GENERAL FUND - GENERAL GOVERNMENT - GENERAL BUILDINGS - GAS-HEAT					
	536	WE-ENERGIES	3298-754-812	8/19-09/18/15	09/22/2015	19.77

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10-51600-221	GENERAL FUND - GENERAL GOVERNMENT - GENERAL BUILDINGS - ELECTRIC UTILITIES					
536	WE-ENERGIES	3298-754-812		8/19-09/18/15	09/22/2015	693.22
10-51600-222	GENERAL FUND - GENERAL GOVERNMENT - GENERAL BUILDINGS - TELEPHONE UTILITIES					
1336	EARTHLINK BUSINESS	7345438		09/01/2015	09/08/2015	257.73
5312	AT & T- VILLAGE	414 351-8901 757 7		08/22/2015	09/02/2015	246.81
5479	AT & T LONG DISTANCE	471365		09/01/2015	09/16/2015	6.33
						510.87 *
10-51600-234	GENERAL FUND - GENERAL GOVERNMENT - GENERAL BUILDINGS - VILLAGE HALL MAINTENANCE					
502	VILLAGE HARDWARE - VH	MISC		135689	09/01/2015	4.64
502	VILLAGE HARDWARE - VH	JANITORIAL SUPPLIES FOR VH		136421	09/10/2015	21.52
1583	NEPTUNE CROSS CONNECTION	BACKFLOW TEST		15-218	09/17/2015	95.00
4777	BATTERIES PLUS -	BATTERIES		541-234759	09/10/2015	15.95
						137.11 *
Total GENERAL BUILDINGS						1,441.54
10-51700-510	GENERAL FUND - GENERAL GOVERNMENT - INSURANCE - INSURANCE					
1658	R & R INSURANCE SERVICES, IN	LWMMI		1492882	09/08/2015	22,623.00
10-51700-511	GENERAL FUND - GENERAL GOVERNMENT - INSURANCE - GROUP HEALTH - RETIREES					
354	MORODER, PAUL	HEALTH INSURANCE REIMB.		SEPT 2015	09/10/2015	267.90
638	KRIEFALL, DONALD A	HEALTH INS REIMB & SUP. PAYMI		SEPT 2015	09/10/2015	396.85
						664.75 *
Total INSURANCE						23,287.75
10-51900-519	GENERAL FUND - GENERAL GOVERNMENT - OTHER GENERAL GOVERNMENT - TAX REFUNDS					
2309	ROULETTE, JESSICA	2014-7438 NAVJO ASSESSMENT F		41756	09/02/2015	898.15
2367	VON BRIESEN & ROPER S.C.	BEACH DRIVE SETTLEMENT		14-CV-8148	09/22/2015	15,663.00
						16,561.15 *
Total OTHER GENERAL GOVERNMENT						16,561.15
Total GENERAL GOVERNMENT						54,201.45
10-52100-210	GENERAL FUND - PUBLIC SAFETY - POLICE - POLICE MAINTENANCE CONTRACTS					
5152	JAMES IMAGING SYSTEMS, INC.	COPIER MAINT. PD		626859	09/14/2015	37.02
5152	JAMES IMAGING SYSTEMS, INC.	COPIER MAINT. PD		628072	09/21/2015	38.48
						75.50 *
10-52100-217	GENERAL FUND - PUBLIC SAFETY - POLICE - DISPATCHING CONTRACT SERVICES					
61	BAYSIDE, VILLAGE OF	DISPATCHING FEE		1850	09/23/2015	64,122.16
10-52100-220	GENERAL FUND - PUBLIC SAFETY - POLICE - GAS UTILITIES					
536	WE-ENERGIES	6286-911-140		08/19-9/18/15	09/23/2015	230.87
10-52100-221	GENERAL FUND - PUBLIC SAFETY - POLICE - ELECTRIC UTILITIES					
536	WE-ENERGIES	0699-070-169		08/19-9/18/15	09/23/2015	2,332.87
536	WE-ENERGIES	9299-448-560		08/19-9/18/15	09/23/2015	26.14
						2,359.01 *
10-52100-222	GENERAL FUND - PUBLIC SAFETY - POLICE - TELEPHONE UTILITIES					
477	TAYLOR COMPUTER SERVICES, EMAIL ARCHIVE			14296	09/21/2015	121.36
1336	EARTHLINK BUSINESS	7345438		09/01/2015	09/08/2015	161.08

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	1345	AT & T U-VERSE	POLICELINE 134392747	8/25-9/25/15	09/04/2015	63.36
	2136	VERIZON WIRELESS	786223225-00001	9751778994	09/14/2015	218.49
	5312	AT & T- VILLAGE	414 351-8901 757 7	08/22/2015	09/02/2015	240.00
	5312	AT & T- VILLAGE	414 351-8901 757 7	08/22/2015	09/02/2015	154.25
	5479	AT & T LONG DISTANCE	471365	09/01/2015	09/16/2015	6.32
						964.86 *
10-52100-232	GENERAL FUND - PUBLIC SAFETY - POLICE - VEHICLE MAINTENANCE					
	4777	BATTERIES PLUS -	HALOGEN LAMPS	541-235169	09/17/2015	29.99
	102081	GOODYEAR AUTO SERVICE CEN	OIL CHANGE	294748	08/31/2015	40.97
	102081	GOODYEAR AUTO SERVICE CEN	OIL CHANGE	296239	09/22/2015	29.20
						100.16 *
10-52100-233	GENERAL FUND - PUBLIC SAFETY - POLICE - EQUIPMENT MAINTENANCE					
	477	TAYLOR COMPUTER SERVICES,	ANTI VIRUS	14268	09/11/2015	488.85
	1747	BMO HARRIS BANK N.A.	EVIDENCE/INVEST. SUPPLIES	41441	08/17/2015	38.16
	1747	BMO HARRIS BANK N.A.	EVIDENCE/INVEST. SUPPLIES	41441	08/17/2015	8.17
	1747	BMO HARRIS BANK N.A.	CRIME PREVENTION	41444	08/19/2015	41.70
	1747	BMO HARRIS BANK N.A.	SHIPPING	41616	09/02/2015	33.77
	1965	LYNN PEAVEY COMPANY	SUPPLIES	307241	09/09/2015	113.25
	5839	LEXISNEXIS	MONTHLY FEE	1246411-20150831	09/04/2015	32.00
	102081	GOODYEAR AUTO SERVICE CEN	TIRES/OILCHANGE	295811	09/04/2015	285.39
						1,041.29 *
10-52100-234	GENERAL FUND - PUBLIC SAFETY - POLICE - BUILDING MAINTENANCE					
	503	VILLAGE HARDWARE - DPS	MAINTENANCE SUPPLIES	136310	08/31/2015	6.29
	503	VILLAGE HARDWARE - DPS	KEYS	136524	09/04/2015	14.32
	503	VILLAGE HARDWARE - DPS	HARDWARE	136642	09/10/2015	2.34
	503	VILLAGE HARDWARE - DPS	KEYS	137218	09/22/2015	5.37
	1583	NEPTUNE CROSS CONNECTION	BACKFLOW TEST	15-218	09/17/2015	95.00
	1762	SOS ELECTRONICS	REPLACE	15-09101	09/14/2015	273.00
	2745	ADELMAN MAINTENANCE CORP	CARPET CLEANING POLICE DEPT	277260	09/10/2015	575.00
						971.32 *
10-52100-238	GENERAL FUND - PUBLIC SAFETY - POLICE - RADIO MAINTENANCE					
	1150	BAYCOM	RADIO REPAIRS	165789	09/04/2015	55.00
10-52100-330	GENERAL FUND - PUBLIC SAFETY - POLICE - CLOTHING ALLOWANCE					
	282	LARK UNIFORM, INC.	ARENDT	203264	09/14/2015	8.00
	473	STREICHER'S	MATHIAK	1168670	08/31/2015	165.98
						173.98 *
10-52100-334	GENERAL FUND - PUBLIC SAFETY - POLICE - JANITORIAL SUPPLIES					
	393	PACKERLAND RENT-A-MAT INC.	MATS/RUNNERS 10586-0 POLICE	2118825	09/03/2015	59.64
	393	PACKERLAND RENT-A-MAT INC.	MATS/RUNNERS 10586-0 POLICE	2121529	09/21/2015	66.72
						126.36 *
10-52100-335	GENERAL FUND - PUBLIC SAFETY - POLICE - SCHOOL EXPENSES					
	1172	HANNA, JAMES	MEALS	9/14-9/16	09/22/2015	26.69
	1747	BMO HARRIS BANK N.A.	HYATT CREDIT	8/17/15	09/16/2015	2.00 -
	1812	PRO PHOENIX	CONFERENCE	11/30-12/3/15	09/04/2015	450.00
	5626	KALAHARI RESORT & CONVENT	LODGING-HUBER	11/30-12-3/15	09/04/2015	246.00
						720.69 *
10-52100-391	GENERAL FUND - PUBLIC SAFETY - POLICE - JAIL FUND					
	333	MILWAUKEE COUNTY - HOC	PRISONER HOUSING	4613	09/02/2015	451.00
Total POLICE						71,392.20
10-52200-224	GENERAL FUND - PUBLIC SAFETY - FIRE PROTECTION - NORTH SHORE FIRE DEPARTMENT					
	54	NORTH SHORE FIRE DEPARTME	4TH QTR OPERATING	201231	09/11/2015	305,513.00

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Total FIRE PROTECTION						305,513.00
Total PUBLIC SAFETY						376,905.20
10-53100-233	GENERAL FUND - PUBLIC WORKS - VILLAGE ENGINEER - GIS MAINTENANCE					
477	TAYLOR COMPUTER SERVICES,	MAX BACKUP		14235	09/14/2015	119.90
10-53100-310	GENERAL FUND - PUBLIC WORKS - VILLAGE ENGINEER - SUPPLIES/EXPENSES					
39	RUEKERT MIELKE, INC.	GIS ACTIVITIES		112147	09/15/2015	747.50
5404	BRANDMEIER, SCOTT	PARKING		41237	09/14/2015	5.00
						752.50 *
Total VILLAGE ENGINEER						872.40
10-53300-221	GENERAL FUND - PUBLIC WORKS - HIGHWAYS AND STREETS - STREET LIGHTS - ELECTRIC					
536	WE-ENERGIES	3449-647-735		7/29-8/28/15	09/02/2015	220.54
536	WE-ENERGIES	7083-911-529		8/4-9/2/15	09/08/2015	17.32
						237.86 *
10-53300-405	GENERAL FUND - PUBLIC WORKS - HIGHWAYS AND STREETS - STREET MATERIALS					
458	SHERWIN INDUSTRIES, INC.	SAND MIX/ TACK		SC034268	09/23/2015	320.76
5920	AMERICAN ASPHALT MATERIAL	ASPHALT		51785	09/14/2015	438.72
						759.48 *
10-53300-495	GENERAL FUND - PUBLIC WORKS - HIGHWAYS AND STREETS - MISCELLANEOUS SUPPLIES & TOOLS					
502	VILLAGE HARDWARE - VH	LIGHTERS		136914	09/16/2015	7.64
2966	HUMPHREY SERVICE PARTS, IN	BARLEY FORKS		1189056	09/08/2015	78.44
5033	OFFICE DEPOT -US COMMUNITII	DPW- 37360205		788126219001	09/01/2015	48.28
						134.36 *
Total HIGHWAYS AND STREETS						1,131.70
10-53310-400	GENERAL FUND - PUBLIC WORKS - SNOW/ICE REMOVAL - MATERIALS					
2995	AMERICAN MESSAGING	AIRTIME		U1850150PI	09/04/2015	136.22
Total SNOW/ICE REMOVAL						136.22
10-53400-221	GENERAL FUND - PUBLIC WORKS - BUS STOP - BUS STOP-ELECTRIC					
536	WE-ENERGIES	6865-091-092		08/04-09/02/2015	09/10/2015	15.71
536	WE-ENERGIES	9024-478-778		08/04-09/02/2015	09/10/2015	15.71
536	WE-ENERGIES	3217-867-834		8/4-9/2/15	09/08/2015	15.71
536	WE-ENERGIES	7018-222-713		8/4-9/2/15	09/08/2015	22.07
						69.20 *
Total BUS STOP						69.20
10-53620-400	GENERAL FUND - PUBLIC WORKS - RUBBISH COLLECTION - MATERIALS					
2966	HUMPHREY SERVICE PARTS, IN	BARLEY FORKS		1189056	09/08/2015	250.00

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Total RUBBISH COLLECTION						250.00	
10-53630-370	GENERAL FUND - PUBLIC WORKS - LANDFILL - LANDFILL FEES						
1635	ADVANCED DISPOSAL-GERMAN	MSW		GW0000002716	09/08/2015	7,175.00	
Total LANDFILL						7,175.00	
10-53641-400	GENERAL FUND - PUBLIC WORKS - GRASS/WEED - CUT & SPRAY - MATERIALS						
3234	WALDSCHMIDT'S TOWN & COUN	LINE TRIMMERS		488732	09/15/2015	679.90	PR
3234	WALDSCHMIDT'S TOWN & COUN	LINE TRIMMERS		488732(REISSUE)	09/15/2015	679.90	
4888	CARLIN SALES	TRIPLET/GRASS		299255-00	09/08/2015	257.00	
						257.00	*
Total GRASS/WEED - CUT & SPRAY						257.00	
10-53642-400	GENERAL FUND - PUBLIC WORKS - YARD WASTE COLLECTION - MATERIALS						
1635	ADVANCED DISPOSAL-GERMAN	YARDWASTE		GW0000002716	09/08/2015	2,803.63	
Total YARD WASTE COLLECTION						2,803.63	
10-53700-300	GENERAL FUND - PUBLIC WORKS - MACHINERY/EQUIPMENT - MISCELLANEOUS EXPENSE						
43	AUTO PARTS & SERVICE	SHOP SUPPLIES		676872	09/01/2015	32.92	
43	AUTO PARTS & SERVICE	SHOP SUPPLIES		677570	09/10/2015	65.28	
43	AUTO PARTS & SERVICE	SHOP SUPPLIES		677929	09/10/2015	10.92	
2241	ITU ABSORB TECH, INC	COVERALLS SHOP		6045295	09/01/2015	10.94	
2241	ITU ABSORB TECH, INC	COVERALLS SHOP		6048403	09/01/2015	10.94	
2241	ITU ABSORB TECH, INC	COVERALLS SHOP		6051261	09/10/2015	10.94	
2241	ITU ABSORB TECH, INC	COVERALLS SHOP		6054363	09/10/2015	10.94	
2811	PARTS HUT, INC.	CABLE TIES		2-183500	09/01/2015	55.90	
101685	FASTENAL COMPANY	HARDWARE		WIMI2111854	09/10/2015	14.85	
						223.63	*
10-53700-341	GENERAL FUND - PUBLIC WORKS - MACHINERY/EQUIPMENT - REPAIR PARTS						
43	AUTO PARTS & SERVICE	FUEL PUMP		673495	09/01/2015	393.44	
43	AUTO PARTS & SERVICE	CLAMPS		675994	09/01/2015	48.20	
43	AUTO PARTS & SERVICE	BRAKE PARTS		676001	09/01/2015	27.70	
198	NAPA AUTO PARTS	MISC		469693	09/01/2015	85.73	
457	SEWER EQUIPMENT CO. OF AMI	HOSE GUIDE		144662	09/10/2015	98.18	
584	AMERICAN STATE EQUIPMENT CO.	REPAIR		W03399	09/01/2015	655.67	
1132	BURRIS EQUIPMENT CO.	CUSHMAN PARTS		PI54212	09/01/2015	495.83	
1132	BURRIS EQUIPMENT CO.	CUSHMAN PARTS		PI54212A	09/01/2015	146.08	
1546	BUMPER TO BUMPER	FILTERS		2-186468	09/10/2015	144.25	
1546	BUMPER TO BUMPER	SEALS/FILTER		2-186474	09/10/2015	45.02	
1629	CASPER'S TRUCK EQUIPMENT	CABLE		9566-IN	09/10/2015	249.24	
2811	PARTS HUT, INC.	FILTERS		2-183361	09/01/2015	234.50	
2811	PARTS HUT, INC.	FILTERS		2-183576	09/01/2015	79.04	
2811	PARTS HUT, INC.	FILTERS		2-183578	09/01/2015	107.98	
2964	EQUIPMENT GARAGE	PLOW PARTS		45536	09/10/2015	209.05	
2968	FAIRCHILD EQUIPMENT	SHAFTS		J35513	09/10/2015	1,365.00	
3234	WALDSCHMIDT'S TOWN & COUN	SMALL ENGINE PARTS		486136	09/15/2015	110.40	PR
3234	WALDSCHMIDT'S TOWN & COUN	SMALL ENGINE PARTS		486136(REISSUE)	09/15/2015	110.40	

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	3234	WALDSCHMIDT'S TOWN & COUN	SAW COVER	493366	09/01/2015	18.32
						4,403.23 *
10-53700-343	GENERAL FUND - PUBLIC WORKS - MACHINERY/EQUIPMENT - FUEL					
	1337	HERBST OIL, INC	FUEL	59394	09/01/2015	1,064.46
	1337	HERBST OIL, INC	FUEL	59432	09/01/2015	1,823.45
						2,887.91 *
Total MACHINERY/EQUIPMENT						7,514.77
10-53800-220	GENERAL FUND - PUBLIC WORKS - DPW GENERAL - GAS UTILITIES					
	536	WE-ENERGIES	3298-754-812	8/19-09/18/15	09/22/2015	19.78
10-53800-221	GENERAL FUND - PUBLIC WORKS - DPW GENERAL - ELECTRIC UTILITIES					
	536	WE-ENERGIES	3298-754-812	8/19-09/18/15	09/22/2015	693.21
10-53800-222	GENERAL FUND - PUBLIC WORKS - DPW GENERAL - TELEPHONE UTILITIES					
	1336	EARTHLINK BUSINESS	7345438	09/01/2015	09/08/2015	225.50
	5312	AT & T- VILLAGE	414 351-8901 757 7	08/22/2015	09/02/2015	215.95
						441.45 *
10-53800-224	GENERAL FUND - PUBLIC WORKS - DPW GENERAL - CELL PHONES					
	2136	VERIZON WIRELESS	787066169-00001	9751571936	09/10/2015	517.82
10-53800-234	GENERAL FUND - PUBLIC WORKS - DPW GENERAL - BUILDING MAINTENANCE					
	2241	ITU ABSORB TECH, INC	TOWELS MATS	6045297	09/01/2015	24.16
	2241	ITU ABSORB TECH, INC	TOWELS MATS	6048405	09/01/2015	24.16
	2241	ITU ABSORB TECH, INC	TOWELS MATS	6051263	09/10/2015	183.42
	2241	ITU ABSORB TECH, INC	TOWELS MATS	6054365	09/10/2015	24.16
						255.90 *
10-53800-333	GENERAL FUND - PUBLIC WORKS - DPW GENERAL - SAFETY EQUIPMENT					
	776	GRAINGER, INC.	SAFETY GLASSES	9828489444	09/01/2015	172.08
Total DPW GENERAL						2,100.24
10-53900-324	GENERAL FUND - PUBLIC WORKS - FRINGE BENEFITS - DRUG TESTING					
	1780	US HEALTHWORKS MED GROU	DRUG TESTING	0031883-WI	09/08/2015	53.00
Total FRINGE BENEFITS						53.00
Total PUBLIC WORKS						22,363.16
10-55400-430	GENERAL FUND - CULTURE, RECREATION AND EDU - JOINT RECREATION - LX CLUB MATERIALS					
	180	FOX POINT-BAYSIDE SCHOOL D	LX CLUB	SEPT 2015	09/04/2015	500.00
Total JOINT RECREATION						500.00
10-55440-220	GENERAL FUND - CULTURE, RECREATION AND EDU - SKATE RINK - GAS UTILITIES					
	536	WE-ENERGIES	5214-367-035	8/4-9/2/15	09/08/2015	11.17
10-55440-221	GENERAL FUND - CULTURE, RECREATION AND EDU - SKATE RINK - ELECTRIC UTILITIES					

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536	WE-ENERGIES	5630-222-440	8/4-9/2/15	09/08/2015	97.17
Total SKATE RINK					108.34
Total CULTURE, RECREATION AND EDU					608.34
10-56100-125 GENERAL FUND - CONSERVATION AND DEVELOPMENT - FORESTRY - FORESTRY CONSULTANT					
5933	WACHTEL TREE SCIENCE & SEI	FORESTRY REQUESTS	209751	08/21/2015	3,315.00
5933	WACHTEL TREE SCIENCE & SEI	FORESTRY REQUESTS	211838	09/10/2015	4,030.00
					7,345.00 *
Total FORESTRY					7,345.00
Total CONSERVATION AND DEVELOPMENT					7,345.00
10-59000-500 GENERAL FUND - GENERAL GOVERNMENT - GENERAL GOVERNMENT - CONTINGENCY FUND					
2342	VANDEWALLE & ASSOC., INC.	SMALL AREA PLANNING	201509002	09/23/2015	1,731.25
Total GENERAL GOVERNMENT					1,731.25
Total GENERAL GOVERNMENT					1,731.25
Total GENERAL FUND					508,345.09
20-61000-221 NORTH SHORE LIBRARY SR FUND - EXPENDITURES - EXPENDITURES - ELECTRIC UTILITIES					
537	WE-ENERGIES LIB	UTILITY-ELECTRIC	8/5-9/3/15	09/16/2015	2,116.22
20-61000-222 NORTH SHORE LIBRARY SR FUND - EXPENDITURES - EXPENDITURES - TELEPHONE UTILITIES					
2973	TIME WARNER CABLE	UTILITIES-TELEPHONE	8/1-8/31/15	09/02/2015	181.39
20-61000-223 NORTH SHORE LIBRARY SR FUND - EXPENDITURES - EXPENDITURES - WATER/SEWER UTILITIES					
5543	PREMIUM WATERS, INC.	UTILITY- WATER	011767-08/15	09/16/2015	81.59
20-61000-230 NORTH SHORE LIBRARY SR FUND - EXPENDITURES - EXPENDITURES - MAINTENANCE					
37	L/V ENTERPRISES, LLC	MAINTENANCE	4354	09/16/2015	3,118.00
393	PACKERLAND RENT-A-MAT INC.	MAINTENANCE	2111210/2113848	09/02/2015	63.63
393	PACKERLAND RENT-A-MAT INC.	MAINTENANCE	2118820	09/16/2015	32.92
570	SIDELLO PROPERTY SERVICES,	MAINTENANCE	12823	09/16/2015	207.85
1372	HORIZON PEST MANAGEMENT	MAINTENANCE	940	09/02/2015	380.00
2347	NORTHSHORE BANK	MAINTENANCE	8/10-8/12/15	09/02/2015	361.80
4271	COVERALL NORTH AMERICA, IN	MAINTENANCE	1070234932	09/02/2015	1,207.00
					5,371.20 *
20-61000-233 NORTH SHORE LIBRARY SR FUND - EXPENDITURES - EXPENDITURES - EQUIPMENT MAINTENANCE					
5778	OFFICE COPYING EQUIPMENT L	COPY MACHINE	C317088	09/16/2015	70.06
5786	GREAT AMERICAN LEASING COI	COPY MACHINE	17518817	09/16/2015	328.00

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						398.06 *
20-61000-310	NORTH SHORE LIBRARY SR FUND - EXPENDITURES - EXPENDITURES - SUPPLIES/EXPENSES					
140	DEMCO	SUPPLIES	8/28-9/3/15	09/16/2015	1,215.36	
1348	CARTRIDGE WORLD (238)	SUPPLIES	154417	09/02/2015	179.99	
1346	CARTRIDGE WORLD (238)	SUPPLIES	154610	09/16/2015	289.99	
1586	WISCONSIN LIBRARY SERVICES	SUPPLIES	45799	09/02/2015	199.00	
2347	NORTHSHORE BANK	SUPPLIES	8/5/15	09/02/2015	8.59	
2468	VILLAGE HARDWARE/LIBRARY	SUPPLIES	136212	09/02/2015	6.28	
						1,899.21 *
20-61000-321	NORTH SHORE LIBRARY SR FUND - EXPENDITURES - EXPENDITURES - DUES					
2347	NORTHSHORE BANK	DUES	7/27/15	09/02/2015	209.00	
20-61000-500	NORTH SHORE LIBRARY SR FUND - EXPENDITURES - EXPENDITURES - CONTINGENCY FUND					
2897	JUST SERVICE	HVAC	CS15054	09/02/2015	3,306.00	
20-61000-535	NORTH SHORE LIBRARY SR FUND - EXPENDITURES - EXPENDITURES - LEASE(RENT)					
37	L/V ENTERPRISES, LLC	LEASE	4354	09/16/2015	1,239.72	
20-61000-812	NORTH SHORE LIBRARY SR FUND - EXPENDITURES - EXPENDITURES - ADULT BOOKS					
55	BAKER & TAYLOR BOOKS VEND	ADULT BOOKS	2031038383	09/16/2015	577.92	
55	BAKER & TAYLOR BOOKS VEND	ADULT BOOKS	8/17-8/25/15	09/02/2015	667.18	
1217	CATERING BY DESIGN BOOKS	ADULT BOOKS	1057	09/02/2015	16.95	
						1,262.05 *
20-61000-813	NORTH SHORE LIBRARY SR FUND - EXPENDITURES - EXPENDITURES - JUVENILE BOOKS					
55	BAKER & TAYLOR BOOKS VEND	JUVENILE BOOKS	2031042452	09/16/2015	432.91	
55	BAKER & TAYLOR BOOKS VEND	JUVENILE BOOKS	7/27-9/1/15	09/02/2015	169.26	
						602.17 *
20-61000-814	NORTH SHORE LIBRARY SR FUND - EXPENDITURES - EXPENDITURES - PAPERBACK BOOKS					
55	BAKER & TAYLOR BOOKS VEND	PAPERBACK BOOKS	2031048735	09/16/2015	198.16	
55	BAKER & TAYLOR BOOKS VEND	PAPERBACK BOOKS	8/18-8/19/15	09/02/2015	214.08	
						412.24 *
20-61000-815	NORTH SHORE LIBRARY SR FUND - EXPENDITURES - EXPENDITURES - MEDIA					
645	BAKER & TAYLOR ENTERTAINMI	CHILDRENS MEDIA	4/30-9/8/15	09/16/2015	174.86	
645	BAKER & TAYLOR ENTERTAINMI	CHILDRENS MEDIA	8/7-9/1/15	09/02/2015	53.80	
1167	SENTIMENTAL PRODUCTIONS	MEDIA	301034	09/02/2015	30.00	
1343	AV CAFE	MEDIA	8/11-8/12/15	09/02/2015	180.34	
2347	NORTHSHORE BANK	ADULT MEDIA	7/28/15	09/02/2015	13.69	
2401	MIDWEST TAPE	ADULT MEDIA	8/14-8/20/15	09/02/2015	81.87	
2401	MIDWEST TAPE	ADULT MEDIA	8/26-9/10/15	09/16/2015	225.93	
						760.49 *
20-61000-830	NORTH SHORE LIBRARY SR FUND - EXPENDITURES - EXPENDITURES - ADULT PROGRAMMING					
1549	HAHN, MITCH	ADULT PROGRAMMING	08/19/2015	09/02/2015	38.12	
1549	HAHN, MITCH	ADULT PROGRAMMING	09/08/2015	09/16/2015	45.25	
1706	MILLER, KATHI	ADULT PROGRAMMING	09/01/2015	09/02/2015	125.00	
2347	NORTHSHORE BANK	ADULT PROGRAMMING	07/28/2015	09/02/2015	96.81	
2348	SARGENT, MARY	ADULT PROGRAMMING	09/01/2015	09/02/2015	200.00	
						505.18 *
Total EXPENDITURES						18,344.52
Total EXPENDITURES						18,344.52

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Total NORTH SHORE LIBRARY SR FUND						18,344.52
21-53800-210	SEWER UTILITY SR FUND - EXPENDITURES - DPW - BUILDINGS & GROUNDS - CONTRACT SERVICES					
	2839 CITY WATER LLC		WATER UTILITY OPERATIONS	295	09/02/2015	780.00
Total DPW - BUILDINGS & GROUNDS						780.00
Total EXPENDITURES						780.00
21-71000-400	SEWER UTILITY SR FUND - EXPENDITURES - EXPENDITURES - MATERIALS					
	2995 AMERICAN MESSAGING		AIRTIME	U1850150PI	09/04/2015	136.22
Total EXPENDITURES						136.22
Total EXPENDITURES						136.22
21-72000-220	SEWER UTILITY SR FUND - EXPENDITURES - EXPENDITURES - GAS UTILITIES					
	536 WE-ENERGIES		2417-882-521	8/4-9/2/15	09/08/2015	11.17
21-72000-221	SEWER UTILITY SR FUND - EXPENDITURES - EXPENDITURES - ELECTRIC UTILITIES					
	536 WE-ENERGIES		2417-882-521	8/4-9/2/15	09/08/2015	89.32
	536 WE-ENERGIES		1670-928-034	8/4-9/2/15	09/08/2015	20.46
						109.78 *
21-72000-222	SEWER UTILITY SR FUND - EXPENDITURES - EXPENDITURES - TELEPHONE UTILITIES					
	1336 EARTHLINK BUSINESS		PUMP-000267599	09/01/2015	09/08/2015	27.40
	1336 EARTHLINK BUSINESS		SANI-000267608	09/01/2015	09/08/2015	26.12
						53.52 *
21-72000-229	SEWER UTILITY SR FUND - EXPENDITURES - EXPENDITURES - ALARM					
	536 WE-ENERGIES		7023-980-106	8/4-9/2/15	09/08/2015	15.71
21-72000-400	SEWER UTILITY SR FUND - EXPENDITURES - EXPENDITURES - MATERIALS					
	502 VILLAGE HARDWARE - VH		LIFT STATION	136185	09/01/2015	8.08
Total EXPENDITURES						198.26
Total EXPENDITURES						198.26
21-73000-310	SEWER UTILITY SR FUND - EXPENDITURES - EXPENDITURES - SUPPLIES/EXPENSES					
	5433 PREISLER UJAZDOWSKI, MAURI		MILEAGE	41755	09/01/2015	7.67
	5873 LITHO SPECIALISTS		BILLING CARDS	IS25706	09/03/2015	112.67
						120.34 *
21-73000-400	SEWER UTILITY SR FUND - EXPENDITURES - EXPENDITURES - MATERIALS					
	2136 VERIZON WIRELESS		687068918-00001	9751554156	09/09/2015	9.77

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Total EXPENDITURES						130.11
Total EXPENDITURES						130.11
21-91000-801 SEWER UTILITY SR FUND - EXPENDITURES - EXPENDITURES - INFILTRATION/INFLOW REDUCTION						
256	KAPUR & ASSOCIATES, INC.	I & I INVESTIGATION		85490	09/10/2015	1,652.30
256	KAPUR & ASSOCIATES, INC.	I & I INVESTIGATION		85491	09/10/2015	4,614.30
						6,266.60 *
Total EXPENDITURES						6,266.60
Total EXPENDITURES						6,266.60
Total SEWER UTILITY SR FUND						7,511.19
22-53650-210 TAXES - EXPENDITURES - RECYCLING - CONTRACT SERVICES						
1634	ADVANCED DISPOSAL-MUSKEG	MONTHLY FEE		C60001280474	09/08/2015	22,790.83
Total RECYCLING						22,790.83
Total EXPENDITURES						22,790.83
Total TAXES						22,790.83
23-55420-220 MUNICIPAL POOL - EXPENDITURES - MUNICIPAL POOL - GAS UTILITIES						
536	WE-ENERGIES	8294-368-584		8/4-9/2/15	09/08/2015	321.74
23-55420-221 MUNICIPAL POOL - EXPENDITURES - MUNICIPAL POOL - ELECTRIC UTILITIES						
536	WE-ENERGIES	8294-368-584		8/4-9/2/15	09/08/2015	1,181.81
23-55420-222 MUNICIPAL POOL - EXPENDITURES - MUNICIPAL POOL - TELEPHONE UTILITIES						
1336	EARTHLINK BUSINESS	POOL-000267586		09/01/2015	09/08/2015	56.23
1345	AT & T U-VERSE	POOL- 111299163		9/2-10/11/15	09/16/2015	63.36
						119.59 *
23-55420-400 MUNICIPAL POOL - EXPENDITURES - MUNICIPAL POOL - MATERIALS						
825	LENNY'S POOL SERVICE	CHEMICALS		140502	09/08/2015	161.94
1747	BMO HARRIS BANK N.A.	CAFE BENELUX		41046	09/16/2015	200.00
						361.94 *
Total MUNICIPAL POOL						1,985.08

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Total EXPENDITURES						1,985.08
Total MUNICIPAL POOL						1,985.08
24-52400-210	INSPECTION SERVICES - EXPENDITURES - INSPECTION - CONTRACT SERVICES					
239	INDEPENDENT INSPECTIONS, L	AUGUST INSPECTIONS		310204	09/08/2015	336.00
24-52400-310	INSPECTION SERVICES - EXPENDITURES - INSPECTION - SUPPLIES/EXPENSES					
2986	BUILDER'S BOOK, INC	FUEL GAS CODE		315-9781455908912	09/23/2015	75.70
24-52400-322	INSPECTION SERVICES - EXPENDITURES - INSPECTION - TRAINING					
1156	MILLER, SCOTT	LODGING		41770	09/21/2015	140.00
Total INSPECTION						551.70
Total EXPENDITURES						551.70
Total INSPECTION SERVICES						551.70
25-53420-400	STORMWATER UTILITY FUND - EXPENDITURES - CULV/DITCH/ENDWALL/CATCH BASIN - MATERIALS					
280	LIESENER SOILS INC.	TOPSOIL		128867/29328/9686	09/08/2015	990.00
327	MENARD'S - MILWAUKEE	CONCRETE BLOCK		82628	08/31/2015	87.75
1800	MENARD'S - GERMANTOWN	CULVERT SUPPLIES		73673	08/28/2015	460.23
2854	SHORELINE CONTRACTING SER	CONCRETE		2015693	08/31/2015	40.00
8930	WESTERN CULVERT & SUPPLY	COUPLERS		48938	09/02/2015	875.50
						2,453.48 *
25-53420-415	STORMWATER UTILITY FUND - EXPENDITURES - CULV/DITCH/ENDWALL/CATCH BASIN - MAINTENANCE					
2844	SWEEP-ALL	SWEEP DPW YARD		21559	08/31/2015	273.00
25-53420-483	STORMWATER UTILITY FUND - EXPENDITURES - CULV/DITCH/ENDWALL/CATCH BASIN - LANDSCAPING					
4888	CARLIN SALES	STRAW BLANKETS		299255-00	09/08/2015	106.18
5791	WOLF BROS. FUEL INC.	GRASS SEED		25	09/08/2015	190.00
						296.18 *
Total CULV/DITCH/ENDWALL/CATCH BASIN						3,022.66
Total EXPENDITURES						3,022.66
25-55410-310	STORMWATER UTILITY FUND - EXPENDITURES - ADMINISTRATIVE - SUPPLIES/EXPENSES					
5433	PREISLER UJAZDOWSKI, MAURI	MILEAGE		41755	09/01/2015	7.67
5873	LITHO SPECIALISTS	BILLING CARDS		IS25706	09/03/2015	112.67
						120.34 *

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Total ADMINISTRATIVE						120.34
Total EXPENDITURES						120.34
25-91500-833 STORMWATER UTILITY FUND - EXPENDITURES - STORMWATER CAPITAL - STORM SEWER SYSTEM IMPROVE.						
256	KAPUR & ASSOCIATES, INC.	BEACH DRIVE STORM		85495	09/10/2015	2,252.00
256	KAPUR & ASSOCIATES, INC.	LONGACRE RETENTION		85496-REVISE	09/10/2015	955.00
256	KAPUR & ASSOCIATES, INC.	STORMWATER IMPROVEMENT		85497	09/10/2015	1,617.63
256	KAPUR & ASSOCIATES, INC.	PATH & STORM		85500	09/10/2015	490.00
						5,314.63 *
Total STORMWATER CAPITAL						5,314.63
Total EXPENDITURES						5,314.63
Total STORMWATER UTILITY FUND						8,457.63
40-91400-850 CAPITAL PROJECTS FUND - EXPENDITURES - PUBLIC WORKS - EQUIPMENT - AERIAL TRUCK						
102169	TRUCK COUNTRY OF WISCONS	WARRANTY		VM203001968	09/15/2015	300.00
Total PUBLIC WORKS - EQUIPMENT						300.00
40-91500-825 CAPITAL PROJECTS FUND - EXPENDITURES - PUBLIC WORKS -CAPITAL PROJECTS - PROJECT MANAGEMENT						
256	KAPUR & ASSOCIATES, INC.	SITE PLAN REVIEW		85494	09/10/2015	1,048.00
40-91500-836 CAPITAL PROJECTS FUND - EXPENDITURES - PUBLIC WORKS -CAPITAL PROJECTS - GIS IMPLEMENTATION						
39	RUEKERT MIELKE, INC.	MAP REVISION WORK		111827	09/15/2015	6,000.00
39	RUEKERT MIELKE, INC.	GIS SERVICES		112413	09/10/2015	1,185.00
39	RUEKERT MIELKE, INC.	GIS ACTIVITIES		112414	09/10/2015	6,000.00
						13,185.00 *
Total PUBLIC WORKS -CAPITAL PROJECTS						14,233.00
40-91700-801 CAPITAL PROJECTS FUND - EXPENDITURES - NSFD-EQUIP/CAPITAL - NSFD CAPITAL EXPENSE						
54	NORTH SHORE FIRE DEPARTME	4TH QTR CAPITAL		201231	09/11/2015	3,913.00
40-91700-802 CAPITAL PROJECTS FUND - EXPENDITURES - NSFD-EQUIP/CAPITAL - NSFD EXPENSE 2010 AND BEYOND						
54	NORTH SHORE FIRE DEPARTME	4TH QTR DEBT SERVICE		201231	09/11/2015	13,566.00
Total NSFD-EQUIP/CAPITAL						17,479.00
Total EXPENDITURES						32,012.00

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Total CAPITAL PROJECTS FUND						32,012.00
50-81000-601	WATER UTILITY FUND - EXPENDITURES - EXPENDITURES - SOURCE OF WATER SUPPLY					
	378	NORTH SHORE WATER COMMIS	MONTHLY PAYMENT	FPT-OPS-09-2015	09/04/2015	18,635.33
50-81000-640	WATER UTILITY FUND - EXPENDITURES - EXPENDITURES - OPERATIONS LABOR WATER MAINS					
	2839	CITY WATER LLC	WATER MAIN BREAK	295	09/02/2015	825.00
50-81000-651	WATER UTILITY FUND - EXPENDITURES - EXPENDITURES - MAINTENANCE OF MAINS					
	281	LINCOLN CONTRACTORS SUPPI	PAINT	J95558	07/10/2015	49.08 - PR
	281	LINCOLN CONTRACTORS SUPPI	PAINT	J95660	07/10/2015	78.48 - PR
	281	LINCOLN CONTRACTORS SUPPI	PAINT	J97328	07/10/2015	50.28 - PR
	2241	ITU ABSORB TECH, INC	WATER DEPT	6033271	09/09/2015	7.96
	2241	ITU ABSORB TECH, INC	WATER DEPT	6042289	09/09/2015	7.96
	2241	ITU ABSORB TECH, INC	WATER DEPT	6045296	09/09/2015	7.96
	2241	ITU ABSORB TECH, INC	WATER DEPT	6048404	09/09/2015	7.96
	2241	ITU ABSORB TECH, INC	WATER DEPT	6051262	09/09/2015	41.52
	2241	ITU ABSORB TECH, INC	WATER DEPT	6054364	09/22/2015	7.96
	2241	ITU ABSORB TECH, INC	WATER DEPT	6057366	09/22/2015	7.96
	2854	SHORELINE CONTRACTING SER	ASPHALT	2015736	09/22/2015	110.00
	2995	AMERICAN MESSAGING	AIRTIME	U1850150PI	09/04/2015	136.22
	5509	HD SUPPLY WATERWORKS, LTI	TOP SECTIONS	E391541	09/09/2015	80.22
	5920	AMERICAN ASPHALT MATERIAL	ASPHALT	51785	09/14/2015	846.24
						1,084.12 *
50-81000-653	WATER UTILITY FUND - EXPENDITURES - EXPENDITURES - MAINTENANCE OF METERS					
	3252	MIDWEST METER INC.	M-25 REGISTERS AND RADIOS	69252-IN	09/09/2015	8,802.21
	3252	MIDWEST METER INC.	MODEL CHAMBER	70452-IN	09/22/2015	236.91
						9,039.12 *
50-81000-800	WATER UTILITY FUND - EXPENDITURES - EXPENDITURES - CAPITAL OUTLAY					
	256	KAPUR & ASSOCIATES, INC.	WATER MAIN	85493	09/10/2015	2,198.00
	1311	REESMAN'S EXCAVATING & GR/	WATERMAIN PROJECT	41235	09/10/2015	5,374.62
						7,572.62 *
50-81000-844	WATER UTILITY FUND - EXPENDITURES - EXPENDITURES - NSWC CAPITAL PROJECTS					
	378	NORTH SHORE WATER COMMIS	PUMP VALVE UPGRADE	41769	09/15/2015	4,881.36
50-81000-921	WATER UTILITY FUND - EXPENDITURES - EXPENDITURES - OFFICE SUPPLIES AND EXPENSE					
	2136	VERIZON WIRELESS	687068918-00001	9751554156	09/09/2015	9.76
	5873	LITHO SPECIALISTS	BILLING CARDS	IS25706	09/03/2015	112.66
						122.42 *
50-81000-923	WATER UTILITY FUND - EXPENDITURES - EXPENDITURES - OUTSIDE SERVICES EMPLOYED					
	2839	CITY WATER LLC	WATER UTILITY OPERATIONS	295	09/02/2015	7,020.00
50-81000-930	WATER UTILITY FUND - EXPENDITURES - EXPENDITURES - MISC GENERAL EXPENSE					
	5433	PREISLER UJAZDOWSKI, MAURI	MILEAGE	41755	09/01/2015	7.67
Total EXPENDITURES						49,187.64
Total EXPENDITURES						49,187.64

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Total WATER UTILITY FUND						49,187.64
72-27030 LIBRARY DONATIONS FUND - FRIENDS OF THE NSL - DONATION						
2346	EVERS, MARY	FOL		08/19/2015	09/02/2015	103.58
2347	NORTHSHORE BANK	FOL		7/29-8/13/15	09/02/2015	962.08
2401	MIDWEST TAPE	FOL		8/14/2015	09/02/2015	42.99
2401	MIDWEST TAPE	FOL		8/26-8/31/15	09/16/2015	62.98
2944	PISARSKI, ALYSSA	FOL		8/19/2015	09/02/2015	30.82
						1,202.45 *
Total LIBRARY DONATIONS FUND						1,202.45
Grand Total:						650,388.13

Date Approved: _____

Village Manager: _____

Village Board: _____

Village of Fox Point

Memo

To: Village Board

From: Scott A Botcher, Village Manager



cc: Eric Larson

Date: October 8, 2015

Re: GO Promissory Notes

You will note that you are being asked to approve a "Resolution Awarding The Sale of \$3,265,000 General Obligation Promissory Notes, Series 2015". The Resolution in your packet does not have the blanks filled in (primarily pages 2,3,4) as the bids are "opened" (all done electronically now) Tuesday morning, so I will have full and complete Resolutions for you Tuesday evening, and I will give a report on all the bids as necessary at that time.

Thank you.

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VILLAGE OF FOX POINT

RESOLUTION 2015-_____

VILLAGE OF FOX POINT, WISCONSIN

**RESOLUTION AWARDING THE SALE
OF [\$3,265,000] GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2015**

WHEREAS, the Village of Fox Point, Wisconsin (the “Village”) is in need of funds aggregating [\$3,265,000] for the following public purposes:

- (a) Advance refunding certain maturities of the \$5,500,000 Village of Fox Point, Milwaukee County, Wisconsin General Obligation Public Improvement Bonds, Series 2006 (the “Series 2006 Bonds”);
- (b) Projects within the Village including, but not limited to, acquisition of municipal vehicles, street and footpath resurfacing, tree replacement, and voting equipment; and
- (c) Professional and financing fees (collectively, the “Public Purpose”); and

WHEREAS, the Series 2006 Bonds maturing on April 1, 2017 and thereafter are not subject to optional redemption prior to April 1, 2016, but may be defeased in advance of maturity by irrevocably depositing into a defeasance escrow fund held by an escrow agent, funds in the amount sufficient to pay (i) the redemption price of the Series 2006 Bonds maturing on April 1, 2017 through April 1, 2021 (the “Series 2006 Defeased Bonds”) on the earliest call date and (ii) all interest on the Series 2006 Defeased Bonds until they are redeemed; and

WHEREAS, the Village Board of the Village (the “Governing Body”) has determined that advance refunding the Series 2006 Bonds in advance of their maturity dates is necessary and desirable, and that restructuring the debt service on the Series 2006 Bonds is in the best interests of the Village; and

WHEREAS, for the purpose of providing funds for the Public Purpose, the Village has determined that it is necessary and desirable to authorize and sell its [\$3,265,000] Village of Fox Point, Wisconsin, General Obligation Promissory Notes, Series 2015 (the “Notes”); and

WHEREAS, the Village Administration (in consultation with the Village’s financial advisor, Robert W. Baird & Co. Incorporated) caused a Notice of Sale to be distributed offering the Notes for public sale on October 13, 2015; and

WHEREAS, pursuant to Chapter 67 of the Wisconsin Statutes, as amended, the Village is authorized to issue general obligation promissory notes of the Village for the Public Purpose; and

WHEREAS, it has been determined that the bid proposal submitted by _____. (the "Purchaser") fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the Village. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY THAT:

Section 1. Award of the Notes. The bid proposal of the Purchaser is hereby accepted, said proposal offering to purchase the Notes, for the sum of \$_____ ([\$3,265,000].00 par amount of Notes, plus reoffering premium of \$_____, less underwriter's discount of \$_____). The Notes mature and bear interest as follows:

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
April 1, 2016		
April 1, 2017		
April 1, 2018		
April 1, 2019		
April 1, 2020		
April 1, 2021		
April 1, 2022		
April 1, 2023		
April 1, 2024		
April 1, 2025		

The Village President and Village Clerk are authorized and directed to do any and all acts necessary to conclude delivery of the Notes to the Purchaser, as soon after adoption of this Resolution as is convenient.

Section 2. Designation of Purchaser as Agent; Approval of Official Statement. The Village hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Notes to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

The preparation of the Preliminary Official Statement and the Final Official Statement are hereby approved. The Preliminary Official Statement is "deemed final" as of its date, except for omissions or subsequent modifications permitted under Rule 15c2-12 of the Securities and Exchange Commission.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2015;" shall be dated November 3, 2015; shall be in the denomination of \$5,000 or any integral multiple thereof; and shall mature serially on April 1 of each year, in the years

and principal amounts as set forth above. Interest is payable on April 1 and October 1 of each year, commencing on April 1, 2016.

Section 4. Redemption Provisions. At the option of the Village, the Notes maturing on April 1, 2023, and thereafter shall be subject to redemption prior to maturity on April 1, 2022, or on any date thereafter. Said Notes shall be redeemable as a whole or in part, from maturities selected by the Village and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years and amounts as follows:

(a) Levy for the year 2015 in the amount of \$_____, being the sum of:

\$_____ for principal due on April 1, 2016;
\$_____ for interest due on April 1, 2016; and
\$_____ for interest due on October 1, 2016.

(b) Levy for the year 2016 in the amount of \$_____, being the sum of:

\$_____ for principal due on April 1, 2017;
\$_____ for interest due on April 1, 2017; and
\$_____ for interest due on October 1, 2017.

(c) Levy for the year 2017 in the amount of \$_____, being the sum of:

\$_____ for principal due on April 1, 2018;
\$_____ for interest due on April 1, 2018; and
\$_____ for interest due on October 1, 2018.

(d) Levy for the year 2018 in the amount of \$_____, being the sum of:

\$_____ for principal due on April 1, 2019;
\$_____ for interest due on April 1, 2019; and
\$_____ for interest due on October 1, 2019.

(e) Levy for the year 2019 in the amount of \$_____, being the sum of:

\$_____ for principal due on April 1, 2020;
\$_____ for interest due on April 1, 2020; and
\$_____ for interest due on October 1, 2020.

- (f) Levy for the year 2020 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2021;
\$_____ for interest due on April 1, 2021; and
\$_____ for interest due on October 1, 2021.
- (g) Levy for the year 2021 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2022;
\$_____ for interest due on April 1, 2022; and
\$_____ for interest due on October 1, 2022.
- (h) Levy for the year 2022 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2023;
\$_____ for interest due on April 1, 2023; and
\$_____ for interest due on October 1, 2023.
- (i) Levy for the year 2023 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2024;
\$_____ for interest due on April 1, 2024; and
\$_____ for interest due on October 1, 2024.
- (j) Levy for the year 2024 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2025; and
\$_____ for interest due on April 1, 2025.

The aforesaid direct annual irrevocable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village levied in said years are collected. So long as any part of the principal of or interest on the Notes remains unpaid, the tax herein above levied shall be and continues irrevocable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein.

Section 7. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated "Debt Service Fund Account for [\$3,265,000] Village of Fox Point General Obligation Promissory Notes, Series 2015 dated November 3, 2015." There shall be deposited in said fund account any premium plus accrued interest paid on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all

other funds and disbursed solely for the purposes for which borrowed or for the payment of the principal of and interest on the Notes.

Section 9. Arbitrage Covenant. The Village shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Notes (the "Closing"), would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Note Proceeds may be temporarily invested in legal investments until needed; provided, however, that the Village hereby covenants and agrees that so long as the Notes remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Notes, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of the Code or Regulations.

The Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide an appropriate certificate of the Village, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Village regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants; Exemption from Rebate. The Village hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Notes) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the Village as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Village to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

In accordance with Section 148(f)(4)(D) of the Code, the Village covenants that it is a governmental unit with general taxing powers; that the Notes are not "private activity bonds" as defined in Section 141 of the Code and that ninety-five percent (95%) or more of the net proceeds of the Notes are to be used for local governmental activities of the Village. The Village covenants that it will take all necessary steps to comply with rebate requirements of the Code.

Section 11. Persons Treated as Owners; Transfer of Notes. The Village Treasurer shall act as the registrar for the Notes and as the paying agent (the "Paying Agent") and shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such

payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner by surrender of the Note at the office of the Paying Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Paying Agent shall deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Paying Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Paying Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the Village President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Notes. Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village maintained by the Paying Agent at the close of business on the corresponding record date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation, and the Village has executed such Letter of Representation which is on file with DTC on behalf of the Village.

Section 13. Defeasance. When all Notes have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Village may discharge all Notes due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Notes should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The Village, at its option, may also discharge all Notes called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The Village, at its option, may also discharge all Notes of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Notes to its maturity or, at the Village's option, if said Note is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Note at maturity, or at the Village's option, if said Note is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Notes on such date has been duly given or provided for.

Section 14. Execution of the Notes. The Notes shall be issued in typewritten form, one Note for each maturity, executed on behalf of the Village by the manual or facsimile signatures of the Village President and Village Clerk (except that one of the foregoing signatures shall be manual), sealed with

its official or corporate seal, if any, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 15. Payment of the Notes. The principal of and interest on the Notes shall be paid by the Village Treasurer or his/her agent in lawful money of the United States.

Section 16. Continuing Disclosure. The Village covenants and agrees, for the benefit of the holders of the Notes, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the holders of the Notes or by the original purchaser(s) of the Notes on behalf of such holders (provided that the rights of the holders and the purchaser(s) to enforce the Undertaking shall be limited to a right to obtain specific enforcement of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

The Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Agreement for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Section 18. Bond Insurance. If the purchaser of the Notes obtains municipal bond insurance with respect to the Notes, the Village President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Village President and Village Clerk, including provisions regarding restrictions on investment of Note Proceeds, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given and information to be provided to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Section 893.77 Notice. Notice of sale of the Notes, in the form attached hereto as Exhibit C, shall be published in the official newspaper of the Village as a class I notice under Chapter 985 of the Wisconsin Statutes.

Section 20. Escrow Agent; Defeasance Escrow Agreement for Series 2006 Defeased Bonds. The sale proceeds of the Notes (exclusive of any accrued interest and any premium received)

shall, forthwith upon receipt, be used solely for the purposes for which borrowed. Sale proceeds of the Notes in an amount sufficient to pay (i) the redemption price of the Series 2006 Defeased Bonds on the earliest call date and (ii) all interest on the Series 2006 Defeased Bonds until they are redeemed, forthwith upon receipt, shall be placed in the defeasance escrow fund and kept by Associated Trust Company, National Association (the "Escrow Agent") pursuant to a Defeasance Escrow Agreement relating to the Series 2006 Defeased Bonds (the "Escrow Agreement"), which form of Escrow Agreement is set forth on Exhibit D attached hereto, to be used solely for the purposes which borrowed. No investment shall be treated in a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of the Internal Revenue thereunder. The Village, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Notes are not "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder.

The Village President and Village Clerk are hereby authorized and directed to execute the Escrow Agreement (such form may be modified by said officers prior to execution, the execution of such agreement by said officers to constitute full approval of the Village of any such modifications), for the purpose of effecting the provisions of this Resolution.

Section 21. Redemption of the Series 2006 Defeased Bonds. The Village hereby calls the Series 2006 Defeased Bonds for redemption on April 1, 2016. The Village hereby directs the Escrow Agent to cause a notice of redemption to be prepared and delivered promptly to The Depository Trust Company, New York, New York for the Series 2006 Defeased Bonds to be redeemed on April 1, 2016. The Village hereby directs the Escrow Agent to cause notices of redemption, in substantially the form attached to the Escrow Agreement, to be provided at the times and in the manner provided therein.

[SIGNATURE PAGE TO FOLLOW]

Adopted this 13th day of October, 2015.

Michael A. West, Village President

ATTEST:

Kelly A. Meyer, Village Clerk

CERTIFICATION

I, Kelly A. Meyer, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting Village Clerk of the Village of Fox Point, in the County of Milwaukee, State of Wisconsin (the "Village"), and as such I have in my possession, or have access to, the complete corporate records of said Village; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; that said transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a Resolution entitled:

RESOLUTION NO. _____

RESOLUTION AWARDDING THE SALE OF [\$3,265,000]
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2015

I do hereby further depose and certify as follows:

1. Said resolution was considered for adoption by the Village Board at a _____ (*insert regular or special*) meeting held at 7200 North Santa Monica Boulevard, Fox Point, Wisconsin at ____ p.m. on October 13, 2015. Said meeting of the Village was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes.

2. Said resolution was on the agenda for said meeting and public notice thereof was given not less than 24 hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the Village Hall, by notice to those news media who have filed a written request for notice of meetings and by notice to the official newspaper of the Village Board.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll I noted and recorded that the following trustees were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following trustees were absent:

_____	_____
-------	-------

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said resolution which was introduced and its adoption was moved by Trustee _____, and seconded by Trustee _____. Following discussion and after all trustees who desired to do so had expressed their views for or against said resolution, the question was called and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

_____	_____
-------	-------

ABSTAINED:

_____	_____
-------	-------

Whereupon the chairperson of the meeting declared said resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Village hereto on this 13th day of October, 2015.

VILLAGE OF FOX POINT, WISCONSIN

[SEAL]

By: _____
Kelly A. Meyer, Village Clerk

EXHIBIT A

BID FORM

[SEE ATTACHED]

EXHIBIT B

FORM OF NOTE

REGISTERED UNITED STATES OF AMERICA REGISTERED
No. _____ STATE OF WISCONSIN \$ _____
MILWAUKEE COUNTY
VILLAGE OF FOX POINT
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2015

Maturity Date Dated Date Interest Rate CUSIP
April 1, _____ November 3, 2015 _____%

REGISTERED OWNER: CEDE & CO.

KNOW ALL MEN BY THESE PRESENTS that the Village of Fox Point, Milwaukee County, Wisconsin (the "Village") hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of _____ DOLLARS (\$_____) on the maturity date identified above, together with interest thereon from the Dated Date, or the most recent payment date to which interest has been paid, at the rate of _____% per annum, calculated on the basis of a 360 day year made up of twelve 30 day months, such interest being payable semiannually on each April 1 and October 1, commencing on April 1, 2016; and thereafter at maturity.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. Prepayment of any principal hereunder shall be noted on the margin of this Note. On the maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the principal office of the Village Treasurer, to act as the registrar for the Notes and as the paying agent (the "Paying Agent"). Interest hereon shall be paid by wire transfer to the Depository in whose name this Note is registered on the Note register maintained by the Paying Agent at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

Notes maturing on April 1, 2023, and thereafter are subject to call and prior redemption on April 1, 2022, and on any date thereafter, at par, in whole or in part, from maturities selected by the Village, and by lot within each maturity, at par plus accrued interest to the date of redemption.

Notice of the call for any redemption of Notes prior to maturity shall be given by mailing a copy of the redemption notice by First Class Mail, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the Owner of each Note to be redeemed at the address shown on the Note register; provided, however, that failure to give any such notice as aforesaid, or any defect therein with respect to any particular Note shall not affect the validity of any proceedings for the redemption of any other Note.

Each redemption notice shall (i) identify the particular Note, publication date, redemption date, redemption agent name and address, date of issue, interest rate, maturity date, and other

descriptive information, if any that accurately identifies the particular Notes called for redemption, (ii) identify the provisions pursuant to which the Notes are being redeemed, (iii) identify the place of payment, (iv) state the applicable redemption price, including the premium, if any, and (v) state that interest on the Notes or portions thereof thus called for redemption will cease to accrue from and after the Redemption Date specified therein.

As long as the Notes are in book entry form, the Notes are payable as to principal by wire transfer to the Depository or its nominee upon their presentation and surrender to the Paying Agent. Payment of each installment of interest shall be made by wire transfer to the Depository or its nominee shown in the registration books on the Record Date on the payment date in lawful money of the United States of America by the Paying Agent. The Paying Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the Record Date, or (iii) with respect to any particular Notes, after such Note has been called for redemption. With respect to (iii) above, in the event that less than all of the principal amount of a specific interest rate is redeemed, the Village shall execute and the Village Clerk shall issue a new Note in the principal amount outstanding after redemption on the redemption date.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Paying Agent by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Paying Agent, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Notes shall be issued to the transferee in exchange therefor. The Village may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully registered note, without coupons.

This Note is issued for the public purpose of paying the following costs:

- (a) Advance refunding certain maturities of the \$5,500,000 Village of Fox Point, Milwaukee County, Wisconsin General Obligation Public Improvement Bonds, Series 2006 (the "Series 2006 Bonds");
- (b) Projects within the Village including, but not limited to, acquisition of municipal vehicles, street and footpath resurfacing, tree replacement, and voting equipment; and
- (c) Professional and financing fees;

and is authorized pursuant a resolution adopted by the Village Board on October 13, 2015, entitled, "RESOLUTION AWARDED THE SALE OF [\$3,265,000] GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2015."

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Village from the levy of a non repealable, direct annual tax has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Note.

IN WITNESS WHEREOF, the Village of Fox Point, Wisconsin, has caused this Note to be signed by the signatures of its Village President and its Village Clerk, and its corporate seal (or a true facsimile thereof) to be impressed (or imprinted) hereon, all as of the date of original issue specified above.

**VILLAGE OF FOX POINT,
MILWAUKEE COUNTY, WISCONSIN**

[SEAL]

By: _____
Michael A. West, Village President

By: _____
Kelly A. Meyer, Village Clerk

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address,
including zip code, of Assignee)

(Please print or typewrite name and address,
other identifying number of Assignee)

the within Note and all rights thereunder, hereby irrevocably constituting and appointing

(Please print or typewrite name of Attorney)

Attorney to transfer said Note on the books kept for the registration thereof with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment
must correspond with the name as it appears
upon the face of the within Note in every
particular without alteration or enlargement or
any change whatever.

Signature(s) guaranteed by:

EXHIBIT C

NOTICE TO THE ELECTORS

On October 13, 2015, a resolution was offered, read, approved and adopted whereby the Village of Fox Point, Wisconsin authorized the issuance and sale of its General Obligation Promissory Notes, Series 2015 in an amount not to exceed [\$3,265,000] (the “Notes”). The closing of this Note sale was held on November 3, 2015. A copy of all proceedings had to date with respect to the authorization and sale of said Notes is on file and may be examined in the office of the Village Clerk, 7200 North Santa Monica Boulevard, Fox Point, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Kelly A. Meyer, Village Clerk
VILLAGE OF FOX POINT, WISCONSIN

EXHIBIT D

FORM OF DEFEASANCE ESCROW AGREEMENT

\$5,500,000

**Village of Fox Point, Milwaukee County, Wisconsin
General Obligation Public Improvement Bonds, Series 2006**

DEFEASANCE ESCROW AGREEMENT

THIS DEFEASANCE ESCROW AGREEMENT (the “Agreement”), dated November 3, 2015, is by and between the Village of Fox Point, Wisconsin (the “Village”), and Associated Trust Company, National Association (the “Escrow Agent”).

W I T N E S S E T H:

WHEREAS, the Village desires to advance refund certain maturities of its outstanding General Obligation Public Improvement Bonds, Series 2006, dated March 1, 2006 (the “Series 2006 Bonds”);

WHEREAS, the Series 2006 Bonds maturing April 1, 2017 through April 1, 2021 are not subject to optional redemption prior to April 1, 2016, but may be defeased in advance of maturity by irrevocably depositing into a defeasance escrow fund held by an escrow agent funds in the amount sufficient to pay (i) the redemption price of the Series 2006 Bonds maturing on and after April 1, 2017 (the “Series 2006 Defeased Bonds”) on the earliest call date and (ii) all interest on the Series 2006 Defeased Bonds until they are redeemed;

WHEREAS, the Village has determined to refund the Series 2006 Defeased Bonds from the proceeds of the Village’s[\$3,265,000] General Obligation Promissory Notes, Series 2015;

WHEREAS, the Village has determined to provide for payment of the Escrow Requirement (as hereinafter defined) by depositing with the Escrow Agent pursuant to the provisions hereof, from any available funds of the Village, including a portion of funds in the existing Debt Service Reserve Fund for the Series 2006 Defeased Bonds, an Escrow Fund (as hereinafter defined) which will be used to purchase State and Local Government Series in such aggregate face amounts bearing interest at such rates and maturities or callable at the option of the owners thereof on such dates as shall be sufficient, together with investment earnings thereon, to pay the Escrow Requirement as it shall become due;

WHEREAS, the Village Treasurer of the Village is acting as fiscal agent, registrar and paying agent (the “Paying Agent”) with respect to the Series 2006 Defeased Bonds; and

WHEREAS, the Village has determined that the amount on deposit from time to time in the Escrow Fund together with the earnings to accrue thereon, will be sufficient to pay the Escrow Requirement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions. In addition to terms defined herein, the following terms shall have the meanings set forth below:

“Agreement” means this Escrow Agreement.

“Debt Service” means, on any date, the principal of and interest on the Refunded Obligations coming due as shown on Exhibit A attached hereto.

“Depository” means The Depository Trust Company.

“Escrow Agent” means Associated Trust Company, National Association.

“Escrow Fund” means the account established and held by the Escrow Agent pursuant to this Agreement, in which cash and investments will be held for payment of the Refunded Obligations.

“Escrow Obligations” means cash and U.S. Treasury Securities - State and Local Government Series as set forth on Exhibit B attached hereto.

“Escrow Requirement” means, as of any date of calculation, an amount which will be sufficient to pay, as the installments become due, the Debt Service.

“Government Obligations” means direct obligations of or obligations the principal of and interest on which are guaranteed by the United States Government and are noncallable.

“MSRB” means the Municipal Securities Rulemaking Board.

“Paying Agent” means the Village Treasurer of the Village acting as fiscal agent, registrar and paying agent with respect to the Series 2006 Defeased Bonds.

“Refunded Obligations” means certain maturities of the Village’s outstanding Series 2006 Bonds which are being advance refunded, as to which the current Debt Service is set forth on Exhibit A, attached hereto.

“Resolution” means the resolution of the Village dated October 13, 2015, which resolution is the authorizing resolution for the Village’s [\$3,265,000] General Obligation Promissory Notes, Series 2015, which authorizes the advance refunding of the Refunded Obligations.

“Series 2006 Bonds” means the \$5,500,000 Village of Fox Point, Wisconsin General Obligation Public Improvement Bonds, Series 2006.

“Series 2006 Defeased Bonds” means the Series 2006 Bonds maturing April 1, 2017 through April 1, 2021.

“Verification Agent” means Grant Thornton, LLP.

“Village” means the Village of Fox Point, Wisconsin.

Section 2. Deposit of Funds.

(a) Pursuant to the provisions of the Resolution, the Village shall cause to be deposited with the Escrow Agent, into the Escrow Fund, cash in the amount of \$_____ and SLGS in the amount of \$_____ (the “Escrow Deposit”). The Escrow Agent without further authorization shall use the Escrow Deposit to purchase the Escrow Obligations (set forth on Exhibit B) which, when applied pursuant to Section 4 below, will at least provide for the Escrow Requirement as of the date of such delivery.

(b) The Village represents and warrants that the Escrow Obligations, if held, invested and disposed of by the Escrow Agent in accordance with the provisions of this Agreement, will be sufficient to make the payments set forth on Exhibit A. If at any time the Escrow Obligations shall be insufficient to pay the current Debt Service as set forth on Exhibit A, then the Escrow Agent shall promptly notify the Village of such deficiency, and the Village shall promptly deposit cash or Escrow Obligations with the Escrow Agent sufficient to meet the Escrow Requirement. The Refunded Obligations shall remain the obligation of the Village, limited as provided therein, until redeemed as provided herein. Upon final disbursement for the payment of the Refunded Obligations, the Escrow Agent shall transfer any balance (whether cash or securities) remaining in the Escrow Fund to the Village and thereupon this Agreement shall terminate.

Section 3. Acceptance of Escrow. The Escrow Agent acknowledges receipt of the Escrow Deposit hereunder and accepts the responsibilities imposed on it, as Escrow Agent, by this Agreement. The Escrow Deposit shall be applied by the Escrow Agent to the purchase of the Escrow Obligations.

Section 4. Use and Investment of Funds. The Escrow Agent agrees:

(a) to hold the Escrow Obligations, together with all investments and interest thereon and profits therefrom, at all times in an irrevocable escrow during the term of this Agreement as a separate trust account wholly segregated from all other funds held by the Escrow Agent in any capacity, and to make disbursements from the Escrow Fund only in accordance with the provisions of this Agreement;

(b) to deposit in the Escrow Fund, as received, the receipts of maturing principal of and interest on the Escrow Obligations in the Escrow Fund;

(c) to pay Debt Service on Refunded Obligations, as set forth in Section 5 hereof;

(d) to reinvest to the extent practicable in Government Obligations, upon receipt thereof, any maturing principal and interest of such Escrow Obligations; any earnings from the investment of Escrow Obligations in excess of the amounts necessary to pay Debt Service on the Refunded Obligations shall remain in the Escrow Fund; and

(e) in the event the Escrow Agent is unable or fails to account for any property held hereunder, such property shall be and remain the property of the Village and if, for any reason, such property cannot be identified, all other assets or Escrow Agent shall be impressed with a trust for the amount thereof and the Village shall be entitled to the preferred claim upon such assets enjoyed by any trust beneficiary; property held by Escrow Agent hereunder shall not be deemed to be a banking deposit of the Village, and Escrow Agent shall have no right or title with respect thereto (including any right of set-off) and the Village shall have no right of withdrawal thereof.

Section 5. Payment of Refunded Obligations.

(a) The Escrow Agent shall pay, in immediately available funds, to the Depository for the Refunded Obligations, from the cash on hand in the Escrow Fund, a sum sufficient to pay the Debt Service for the Refunded Obligations coming due, as shown on Exhibit A.

(b) The owners of the Refunded Obligations shall have an express first lien on the cash and Escrow Obligations in the Escrow Fund until such funds and Escrow Obligations are used and applied as provided in this Agreement.

(c) If any of the Refunded Obligations called for redemption shall not be paid upon surrender thereof for redemption, then such unpaid Refunded Obligations shall, to the extent lawful, bear interest from the scheduled redemption date to the date of payment at the rate borne by such Refunded Obligations.

(d) The Village agrees that it will promptly and without delay remit to the Escrow Agent, within two days after receipt of the Escrow Agent's written request, such additional sum or sums of money as may be necessary to assure the timely payment of principal of and interest on the Refunded Obligations.

Section 6. Redemption; Notice of Redemption.

(a) The Village, in accordance with the Resolution, hereby irrevocably designates the Refunded Obligations for redemption on April 1, 2016 (the "Redemption Date"). The designation for redemption shall be, and is hereby declared to be, irrevocable upon the execution and delivery of this Agreement.

(b) The Escrow Agent, without any further authorization or direction, shall provide a notice of the redemption of any of said Refunded Obligations to be given to the Paying Agent for such Refunded Obligations at such time as to permit such notice to be sent to the Depository and to be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) system website at www.emma.msrb.org.

(c) The Escrow Agent shall also cause notice of the redemption of any of said Refunded Obligations also to be mailed by the Escrow Agent, first-class mail, postage prepaid, to the owner of each of the Refunded Obligations at said owner's last address, if any, appearing upon the Bond Register maintained by the Paying Agent on behalf of the Village not less than 30 and not more than 60 days before the Redemption Date.

(d) The notice of redemption shall be substantially in the form attached hereto as Exhibit C.

(e) Notice of redemption having been given as aforesaid, the Refunded Obligations so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price specified plus accrued interest thereon to the Redemption Date and on and after such date (unless the Village shall default in the payment of the Redemption Price and accrued interest) such Refunded Obligations shall cease to bear interest. Upon surrender of any such certificated Refunded Obligations for redemption in accordance with such notice, such Refunded Obligations shall be paid at the Redemption Price thereof plus accrued interest to the Redemption Date.

If any of the Refunded Obligations called for redemption shall not be so paid upon surrender thereof for redemption, the Redemption Price and, to the extent lawful, interest thereon shall, until paid, bear interest from the Redemption Date at the rate borne by such Refunded Obligations.

(f) The Escrow Agent, without any further authorization or direction, shall provide a notice of advance refunding of any of said Refunded Obligations to the Depository and by filing electronically with the MSRB through the Electronic Municipal Market Access (EMMA) system website at www.emma.msrb.org as soon as practicable after November 3, 2015.

(g) The Escrow Agent shall also cause the notice of advance refunding of any of said Refunded Obligations to be mailed by the Escrow Agent, first-class mail, postage prepaid, to the owner of each of the Refunded Obligations at said owner's last address, if any, appearing upon the Bond Register maintained by the Paying Agent on behalf of the Village as soon as practicable after November 3, 2015.

(h) The notice of advance refunding shall be substantially in the form attached hereto as Exhibit D.

Section 7. Responsibilities of Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the Escrow Deposit any other funds deposited therein, the purchase of the Escrow Obligations, the retention of the Escrow Obligations or the proceeds thereof or any payment, transfer or other application of money or securities by the Escrow Agent in any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be liable to the Village for its negligent or willful acts, omissions or errors which violate or fail to comply with the terms of this Agreement. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Village, and in reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Village.

Section 8. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by giving not less than 45 days' written notice to the Village and by publishing notice thereof, specifying the date when such resignation shall take effect, by mailing a notice to the foregoing effect to the owners of the Refunded

Obligations. Such resignation shall take effect upon the date specified in such written notice to the Village unless a successor shall have been appointed prior to said date, in which event such resignation shall take effect immediately on the appointment of such successor and assumption by such successor in writing all of the duties and obligations of its predecessor. If no successor Escrow Agent has been appointed by the date upon which the resignation of the Escrow Agent shall take effect, the Escrow Agent shall retain the duties and obligations until the appointment of a successor.

Section 9. Removal of Escrow Agent. The Escrow Agent may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent, by any court of competent jurisdiction upon the application of the Village.

Section 10. Successor Escrow Agent.

(a) If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Village shall appoint an Escrow Agent to fill such vacancy. The Village shall mail notice of such appointment in accordance with the provisions of Section 8 hereof.

(b) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section, the owner of any Refunded Obligations then outstanding, or any retiring Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

(c) During the period of any vacancy, the Village shall act as Escrow Agent.

Section 11. Compensation. No fees or other charges may be paid from the Escrow Fund prior to retirement of all of the Refunded Obligations, and the Village agrees that it will pay all fees and charges, including litigation costs and other extraordinary expenses, as such payments become due prior to such retirement.

Section 12. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Obligations have been paid and discharged in accordance with the proceedings authorizing the Refunded Obligations, and all amounts held by the Escrow Agent hereunder have been applied in accordance herewith.

Section 13. Reports. The Escrow Agent shall, not later than December 15 of each year, commencing December 15, 2015, mail a report to the Village of the receipts, income, investments, redemptions and payments of and from the Escrow Fund as of December 1 of the same year.

Section 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Village or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreements herein contained shall be null and void and shall be severed from the remaining covenants and agreements and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 15. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as duplicate originals and shall constitute and be but one and the same instrument.

Section 16. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin without regard to conflict of law provisions.

Section 17. Amendments.

(a) This Agreement may be amended by the Village and the Escrow Agent to add to the terms of this Agreement to correct errors, clarify ambiguities or insert inadvertently omitted material. This Agreement may be amended or supplemented, the Escrow Obligations or any portion thereof sold or redeemed and moneys derived therefrom invested, reinvested or disbursed (any such amendment, supplement, redemption, direction to sell or redeem or invest, reinvest or disbursed to be referred to herein as a "Subsequent Action"), including without limitation Subsequent Action which affects some but not all of the Refunded Obligations, upon submission to the Escrow Agent of each of the following:

(i) written authorization of the Village for the Subsequent Action;

(ii) an opinion of the Verification Agent or a firm of nationally recognized independent certified public accountants that the amounts (which shall consist of Escrow Obligations available or to be available for payment of the Refunded Obligations) will remain sufficient to pay when due all Debt Service on the Refunded Obligations as set forth on Exhibit A after the taking of the Subsequent Action; and

(iii) an opinion of nationally recognized bond counsel to the effect that the Subsequent Action will not adversely affect the federal income tax consequences of the receipt of interest paid on the Refunded Obligations and that the Subsequent Action does not materially adversely affect the legal rights of the owners of the Refunded Obligations.

(b) Except as provided in subsection (a) above, all of the rights, powers, duties and obligations of the Village and the Escrow Agent shall be irrevocable and shall not be subject to amendment by either the Village or the Escrow Agent, respectively, and shall be binding on any successor to the Village or the Escrow Agent during the term of this Agreement.

Section 18. Indemnification. The Escrow Agent undertakes to perform only such duties as are specifically set forth herein and may conclusively rely and shall be protected in acting or restraining from acting on any written notice, instrument or signature reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so. The Escrow Agent shall have no responsibility for the contents of any writing contemplated herein and may rely without any liability upon the contents thereof. It is acknowledged by the Village that the Escrow Agent is bound only by the terms of this Agreement and that the Escrow Agent shall not be required to use its discretion with respect to any matter that arises under this Agreement.

The Escrow Agent shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with advice of counsel (which counsel may be of the Escrow Agent's own choosing but shall not be counsel

to the Village), and shall not be liable for any mistakes of fact or error of judgment or for any acts or omissions of any kind unless caused by its own willful misconduct or negligence.

The Village agrees to indemnify the Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder except for liability incurred by the Escrow Agent resulting from its own willful misconduct or negligence.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

VILLAGE OF FOX POINT, WISCONSIN

[SEAL]

By: _____
Michael A. West, Village President

By: _____
Kelly A. Meyer, Village Clerk

**ASSOCIATED TRUST COMPANY, NATIONAL
ASSOCIATION**

By: _____
Name: _____
Title: _____

Exhibit A
to Escrow Agreement

DEBT SERVICE ON REFUNDED OBLIGATIONS
TO BE PAID FROM ESCROW FUND

Exhibit B
to Escrow Agreement

ESCROW OBLIGATIONS

Exhibit C
to Escrow Agreement

NOTICE OF REDEMPTION

\$5,500,000

Village of Fox Point, Milwaukee County, Wisconsin,
General Obligation Public Improvement Bonds, Series 2006

NOTICE IS HEREBY GIVEN that the Village of Fox Point, Wisconsin, has designated for redemption and will redeem and pay on April 1, 2016 (the "Redemption Date") the following maturities of General Obligation Public Improvement Bonds, Series 2006, dated March 1, 2006 (the "Series 2006 Bonds"):

<u>CUSIP No.</u>	<u>Par Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
351514 EJ9	\$510,000	April 1, 2016	3.750%
351514 EK6	415,000	April 1, 2017	3.750%
351514 EL4	430,000	April 1, 2018	3.750%
351514 EM2	450,000	April 1, 2019	3.800%
351514 EN0	465,000	April 1, 2020	3.800%
351514 EP5	485,000	April 1, 2021	3.850%

The Village's Escrow Agent shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before April 1, 2016. On and after the Redemption Date, interest will cease to accrue on the Series 2006 Bonds specified herein.

Dated: _____, 20____.

VILLAGE OF FOX POINT, WISCONSIN

By: Associated Trust Company, National
Association, as Escrow Agent

The CUSIP Numbers as stated herein are included solely for the convenience of the owners. Neither the Village of Fox Point, Wisconsin, nor the Escrow Agent, shall be responsible for the use of the CUSIP Numbers, nor is any representation made as to their correctness on the Series 2006 Bonds or as indicated in this Notice.

Exhibit D
to Escrow Agreement

NOTICE OF ADVANCE REFUNDING

\$5,500,000

Village of Fox Point, Milwaukee County, Wisconsin,
General Obligation Public Improvement Bonds, Series 2006

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue maturing on April 1, 2017 and thereafter (the "Refunded Bonds") have been advance refunded by the Village of Fox Point, Wisconsin pursuant to a Defeasance Escrow Agreement dated November 3, 2015 between the Village and Associated Trust Company, National Association (the "Escrow Agent"). The Escrow Agent has been instructed to call the Refunded Bonds maturing April 1, 2017 through April 1, 2021 on April 1, 2016 (the "Redemption Date") for redemption on that date. United States government securities and cash have been placed in escrow with the Escrow Agent in an amount which, together with investment interest on it, is sufficient to pay the interest on the Refunded Bonds through the Redemption Date and to redeem the Refunded Bonds on the Redemption Date at a price of par plus accrued interest to the Redemption Date. Interest on the Refunded Bonds will cease to accrue on the Redemption Date. Payment of the redemption price of the Refunded Bonds will be made at the principal office of the Escrow Agent upon presentation and surrender of the Refunded Bonds.

Dated: _____

VILLAGE OF FOX POINT, WISCONSIN

By: Associated Trust Company, National
Association, as Escrow Agent