

**NOTICE OF MEETING
VILLAGE OF FOX POINT
VILLAGE BOARD MEETING**

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

**TUESDAY
September 12, 2017
7:00 P.M.**

AGENDA

- 1. Roll Call**
- 2. Persons desiring to be heard**

At this time, individuals can address the Village Board on one or more topics for up to three-minutes with time extensions at the Village President's discretion. Individuals desiring to be heard may reserve a portion of their time, or defer it altogether, to when the Board takes up an agenda item. In connection with non-agenda items, no action will be taken except for possible referrals to individuals or committees.

3. Committee Reports

a. Plan Commission

1. The Village Board will receive a report concerning the September 5, 2017 Plan Commission Review and Recommendation of All Around Sports Fitness, LLC, 8050 North Port Washington Road.

4. 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 August 8, 2017 Village Board meeting.
[Pages 1-16]
- b. Approve North Shore Water Commission amended agreement for Water Supply System, dated July 18, 2017 and as per the Village Manager's memorandum dated September 6, 2017.
[Pages 17-72]
- c. Approve Budget workshop date of October 25, 2017 and Budget Public Hearing date of November 20, 2017, both beginning at 7:00 p.m.
- d. Grant a Conditional Use Permit to All Around Sports Fitness, LLC, 8050 North Port Washington Road, as amended by Plan Commission and authorize the Village President and Village Clerk/Treasurer to sign the Conditional Use Order.
[Pages 73-86]
- e. Approve the request of Badgerland Striders to use Village streets on Sunday, October 1, 2017 for their 2017 Lakefront Marathon per the Assistant Village Manager's memorandum dated September 5, 2017.
[Pages 87- 92]

- f. Approve Baker Tilly Virchow Krause, LLP as Village of Fox Point Auditor for years ending December 31, 2018, 2019 and 2020 per the terms and objectives set forth in the Engagement Letter and as per the Village Manager's memorandum dated September 8, 2017.

[Pages 93 - 107]

- g. Approve Payment of the Bills in the amount of \$337,134.57 for the period August 1, 2017 through August 31, 2017 per the report submitted by the Village Manager.

[Pages 108-122]

5. Old Business

- a. **Consideration of language describing a potential Green Infrastructure Committee for the Village**

The Village Board will consider the possible new language describing the potential Green Infrastructure Committee, and may give direction to Village Staff.

[Pages 123-133]

6. Future Agenda Items

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

7. 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 Frazer
- b. Trustee Fonstad
- c. Trustee Symchych
- d. Trustee Sumner
- e. Trustee Tirado
- f. Trustee Kravit
- g. Trustee Ollman
- h. Village Manager Scott Botcher

8. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING: October 10, 2017 7:00 P.M.

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request these services, contact the Village Clerk at (414) 351-8900. "Persons requiring an interpreter or other assistance should contact the Village Clerk's office 72 hours prior to the meeting. Notice is hereby given that a majority any other board, commission or committee may be present at the meeting to gather information about a subject in which they are interested. This constitutes a meeting of any other board, commission or committee pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis. 2d 553, 494 2d 408 (1993), and must be noticed as such, although said boards, commissions or committees will not take any formal action at this meeting."

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING AND PUBLIC HEARING MINUTES
TUESDAY, AUGUST 8, 2017**

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A meeting of the Fox Point Village Board was held on Tuesday, August 8, 2017 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. President Frazer asked the Village Clerk to take roll call; roll call of the Village Board present included:

Village President Douglas H. Frazer
Trustee Eric Fonstad
Trustee Christine Symchych
Trustee Marty Tirado
Trustee Liz Sumner
Trustee Bill Kravit
Trustee Greg Ollman

Also present are Village Attorney Eric Larson, Village Manager Scott Botcher, Assistant Village Manager Michael Pedersen, Public Works Director Scott Brandmeier, Administrative Intern Mohammad Easa and Village Clerk Kelly Meyer.

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 board at 7200 N Santa Monica Boulevard, as well as the village website at www.villageoffoxpoint.com, as per 2015 Wisconsin Act 79 and as described in Village Ordinance Chapter 116-2, 116-2(C).

Persons desiring to be heard

President Frazer explained the procedures of and opened for public comment.

Christel Maass, 8216 N Indian Creek Parkway

Ms. Maass expressed her support of the potential Green Infrastructure Committee and volunteered to be on the committee. Her remark was that this committee would bring more community involvement in green activities. Ms. Maass' objectives for the committee were the following: working with both the village and President, make recommendation of updates to village, funding opportunities, partnerships with community organizations, distribute information and help educate to improve storm water, rain gardens, more natives, flowers, bring more wild life, reuse of leaves, and weeds control.

Laura Mullins, 7463 N Beach Court

Mrs. Mullins read her letter **[Exhibit A]** addressed to Scott Brandmeier. Her letter requests that the 2 new trees planted, June 19, 2017 in the public right-of-way in front of Beach Court be removed and relocated. Mrs. Mullins quoted reading Chapter 745-10 of the village code. (Mrs. Mullins was at her 3 minutes; Mr. Scott Mullins volunteered to use his 3 minutes to finish reading the letter.)

Scott Mullins, 7463 N Beach Court

Mr. Scott Mullins continued reading Mrs. Mullins' letter **[Exhibit A]**. Mrs. Mullins' letter requested no new plantings and the continuation of unobstructed views of Lake Michigan on Beach Court and Beach Drive. Mr. Mullins stated they will continue to pursue this issue with the village and noted they hope to have support.

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Andrew Mullins, 7463 N Beach Court

Mr. Andrew Mullins was present, but declined public comment.

President Frazer hearing no other comment, closed public comment.

Committee Reports

Plan Commission Report

Public Works Director Scott Brandmeier gave a brief report of the Plan Commission's review and consideration of the Certified Survey Map, including a proposed land combination of 2 parcels submitted by applicant Pete Friedlander, located at 1548 East Goodrich Lane.

President Frazer added this agenda item, with stipulations does come up on the consent agenda under item 4i and was recommended for approval by the PC.

Consent Agenda

- a. Approve the Minutes of the June 13, 2017 Village Board meeting.
- b. Approve the Minutes of the July 11, 2017 Village Board meeting.
- c. Adopt the Ordinance to Repeal and Re-create Chapter 375 of the Village of Fox Point Village Code Concerning Health and Sanitation Licenses and Permits.
- d. Adopt the Cooperation Agreement between the Village of Fox Point and Milwaukee County related to the Community Development Block Grant Program and authorize the Village President and Village Clerk to sign the agreement per the Director of Public Works' memorandum dated August 1, 2017.
- e. Accept the proposal of Voss' Treemendous Tree Service, LLC in an amount not to exceed \$14,000 for the removal of ash trees in the Village and authorize the Village President and Village Clerk to sign the contract per the Village Forester's memorandum dated July 27, 2017.
- f. Approve the request of the Fox Point Lutheran Church to use Village streets on Saturday, September 9, 2017 for their 2017 Fun Run per the Assistant Village Manager's memorandum dated July 24, 2017.
- g. Approve the Temporary Class "B" / "Class B" (Fermented Malt Beverage and Wine) License for Congregation Sinai Summer Concert Series on Saturday, August 19, 2017 per the Village Clerk/Treasurer's memorandum dated August 1, 2017.
- h. Approve the Temporary Class "B" (Fermented Malt Beverage) License for Congregation Sinai Summer Concert Series on Saturday, October 7, 2017 per the Village Clerk/Treasurer's memorandum dated August 1, 2017.
- i. Approve the Land Combination and Certified Survey Map submitted by applicant Pete Friedlander for the property located at 1548 East Goodrich Lane.

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- j. Approval of Utility Rate review engagement agreement with Baker Tilly per Village Manager's memorandum dated July 27, 2017.
- k. Approval of Sunday October 29, 1-4 pm as Trick or Treat date and time.
- l. Accept the proposal of Ruekert Mielke in the amount not to exceed \$18,000 to enhance the existing ArcGIS Server web application as well as create a web based document management system that will allow the public to digitally download any property record and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Assistant Village Manager's memorandum dated August 2, 2017.
- m. Approval of SEH change order, dated July 27, 2017 for Dunwood Crossing Development review on behalf of the Village
- n. Approve Payment of the Bills in the amount of \$639,209.03 for the period July 1, 2017 through July 31, 2017 per the report submitted by the Village Manager.

Trustee Fonstad requested item 4i be removed from the consent agenda.

On motion of Trustee Fonstad, seconded by Trustee Ollman, and carried unanimously, the Village Board approved the consent agenda, as amended with the removal of 4i.

Approve the Land Combination and Certified Survey Map submitted by applicant Pete Friedlander for the property located at 1548 East Goodrich Lane (4i)

On motion of Trustee Fonstad, seconded by Trustee Symchych, and carried unanimously, the Village Board approved the land combination and Certified Survey Map subject to the conditions set forth in the Village Attorney's memorandum dated August 1, 2017, [Exhibit B] and that this be determined the Certified Survey Map submittal be considered final and there is no requirement for a second CSM.

Presentation and Discussion of Village Donation Practices

Director of Public Works Scott Brandmeier and Village Manager Scott Botcher provided information and background on the Village Donation Practices.

North Shore Library Board President Kurt Glaisner and River Hills Trustee

President Glaisner suggested all the village donations go immediately to a foundation to be handled.

Elizabeth Aelion, 210 W Bergen Ct

Ms. Aelion's noted no one has proprietary ownership on a particular area and if the village permits a few individuals who object to a donation to be very vocal and influence, the village should allow everyone the whole community to be heard and respond to this. These are public donations to everyone in the village and are on public village property. No one has proprietary say on a particular public property. The donations are gifts to the village on the whole.

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Manager Scott botcher noted that as a matter of good practice, village donations information received will be most likely placed in the Village Board Friday electronic packets.

Review and Discussion of Five Year 2018-2022 Capital Expenditure Plan

Village Manager Scott Botcher, Department of Public Works Director Scott Brandmeier, and North Shore Library Director Susan Draeger-Anderson gave an overview of the 2018-2022 capital expenditure plan.

North Shore Library Board President Kurt Glaisner

Library Board President Kurt Glaisner spoke briefly answered questions.

Bob Cory, 7740 N Santa Monica Blvd

Mr. Cory stated his concern with the new trends, direction and high usage of the internet and asked what direction the library is going over the next few years and to what degree.

No action was taken.

Consideration of Creating a Green Infrastructure Committee for the Village

President Frazer presented the consideration of creating a Green Infrastructure Committee, as on page 124 of the Village Board meeting agenda packet.

Bob Cory, 7740 Santa Monica Blvd

Mr. Cory stated his concern in regard to the Village Board's direction in regard to priorities and noted the other important Village issues.

A straw poll by show of hands was taken in favor of moving the creation of the Green Infrastructure Committee forward; straw poll, 5-2 majority.

President Frazer directed staff to create and improve language on page 124, for an ordinance creating a Green Infrastructure Committee and bring prospective language back to the Village Board meeting in September.

Appointments to Various Boards, Committees, and Commissions

On motion of Trustee Tirado, seconded by Trustee Kravit, and carried unanimously, the Village Board approved the appointments of President Frazer to the Various Boards, Committees and Commissions, as presented and per the attached Village Presidents Appointments dated August 8, 2017, [Exhibit C] including the Building Board's appointment by Resolution, as presented.

Future Agenda Items-None

Announcements

Trustee Sumner thanked the pool staff and Mike Pedersen for allowing the pool to be open until Labor Day week-end.

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Trustee Tirado expressed his gratitude for President Frazer efforts on the call for volunteers, involvement and engagement in the community. He also thanked DPW for all their efforts with "boots on the ground" for delivering the door hangers with the information.

Village Manager Scott Botcher noted there is a coyote meeting coming up by WDNR Representative Diane Robinson on September 7, 2017 at 6:30 p.m. at the Village Hall. He noted there is also a DNR website to report siting's. Mr. Botcher suggested calling the Fox Point Police Department if there has been a coyote siting. Village Board room construction is starting tomorrow, August 9, 2017, at 7:00 a.m. Manager Botcher noted he and the President have set potential budget dates and those will be sent out soon.

Village President Frazer thanked several individuals for their efforts in helping and in the initiative in assisting with the door hanger notice information for boards, committees and commissions. President Frazer noted this was not a small effort. He specifically thanked Village Assistant Manager Michael Pedersen and Administrative Intern Mohammad Easa for their efforts, including updates on the website. And noted it took a lot of work. He thanked the DPW for the delivery of all the door hangers and noted Village of Fox Point has the best Department of Public Works anywhere.

Adjourn

On motion of Trustee Kravit, seconded by Trustee Ollman and carried unanimously, the Village Board adjourned the Village Board meeting at 8:45 p.m.

Respectfully submitted,

Kelly A. Meyer
Village Clerk/Treasurer

Laura and Scott Mullins
7463 North Beach Court
Fox Point, WI 53217
414-405-1805

August 7, 2017

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

Dear Scott,

I would like to request again that the two new trees planted June 19, 2017 on the public right-of-way in front of Beach Court be removed and relocated.

In our letter dated July 11, 2017 I explained the various reasons the trees should be removed and relocated, which included:

1. The trees violate Village Code Chapter 745-10.
 - a. The trees are a public nuisance.
 - b. The trees negatively affect property values for the Beach Court neighborhood of eight homes.
 - c. The trees negatively affect the overall enjoyment of the our properties.
 - d. The trees negatively affect the historic character of the unique midcentury modern neighborhood.
2. The tree donation was not handled in a democratic and transparent way for the surrounding homeowners
3. The trees represent spite trees because the Village was aware of the ongoing dispute with the neighbor that planted a row of more than 21 new trees to intentionally block our view of Lake Michigan. The two trees on the right-of-way are part of a plan to further block our view.

Yet there seems to be more reasons – adhering to principles of good public policy – that the trees should be removed or relocated immediately. After rereading your letter dated June 20, 2017 (see attached) and after attending the Village Board meeting on July 11, 2107, I was able to connect a few more pieces of this puzzle.

On June 15, 2017 I met with Trustee Eric Fonstad on his driveway. As you know Trustee Fonstad lives at 7405 North Beach Drive, in close proximity to the tree planting location. I wanted to ask Trustee Fonstad his opinion of Village Code Chapter 745-10. I highlighted the specific areas of violation. I gave him a copy of this specific section of Village Code. He said he would look into it. I also shared that Scott Botcher made the decision to put the tree planting on hold until the fall. In summary three things happened at this driveway meeting:

1. I shared Village Code 745-10 and asked for Trustee Fonstad's opinion.
2. Trustee Fonstad stated his preference and liking of trees on the public right-of-way along Beach Drive.
3. Trustee Fonstad said he would look into section 745-10 of the Village Code for me.

What is confusing is how within 24 hours of that driveway conversation, the trees were ordered to be planted. Your letter dated June 20, states it was a decision made by you, Forester John Gall, and Trustee Fonstad on June 15, the same day as my driveway meeting with Trustee Fonstad. It has become unsettling that Scott Botcher's decision to put the trees on hold was completely dismissed and that Eric Fonstad, as Trustee and chair of the Tree Commission, did not abstain, as a neighboring property owner, from participation in this matter entirely.

I believe, in the interest of good public policy, that the Village's evaluation of whether to plant the trees should have been deferred to a broader policy-oriented committee (Village Board, Plan Commission, and/or Tree Commission ... Village Code 745-10 states Plan Commission.) On the contrary, Trustee Fonstad satisfied a minority interest, as only he and the donor are the only homeowners that embrace more trees on the right-of-way. When I talked with him that day I was assuming he was acting in his Trustee role as a neutral party and wanted his, fair and honest opinion about Village Code 745-10. I did not think I was sharing information that would quickly be used to act in the very narrow minority.

So instead of looking into that code violation as promised, Trustee Fonstad used the new information I gave him to recommend the trees be planted. This would appear to represent a conflict of interest – something I would think that Trustee Fonstad and the Village Board would seek to avoid as follows:

1. Trustee Fonstad lives on the street the trees are planted. Therefore he has a financial interest in the environment of the entire neighborhood.
2. Trustee Fonstad stated that he likes trees on the right-of-way and then recommended they be planted. Therefore he is personally benefiting from the recommendation.

3. Trustee Fonstad is a good friend with the tree donor. I learned on July 11, 2017 that the tree donor housesits for the Fonstads when they are out of town.
4. He put his and the interest of one neighbor, the tree donor, above the majority of neighbors.

Points 1, 2, 3, and 4 represent a conflict of interest. Four reasons Trustee Fonstad should have recused himself from involvement with this issue.

With all my reasons from my letter dated July 11, plus the conflict of interest the trees now represent, please move the trees to a new location immediately, one that benefits the majority of neighbors. Perhaps the public right-of-way triangle or island of grass close to the bottom of Beach Drive where the road forks north and south? Perhaps to the triangle of grass where Beach Drive meets Lake Drive?

Going forward, I wish to state that the majority of homeowners on Beach Drive and Beach Court that have the public right-of-way in front of their homes want more view corridors to Lake Michigan. Therefore, we request no new plantings.

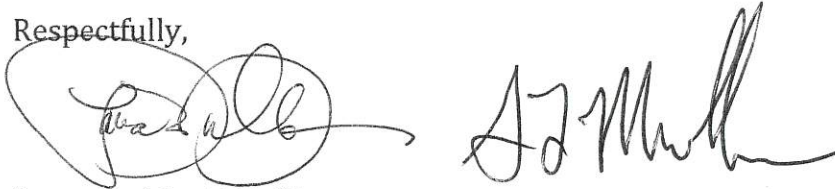
I also want to share that I had the opportunity to talk with Kim Sebastian. She works with the Wisconsin DNR Urban Forestry Office. She shared that Fox Point is not in danger of losing its designation as a Tree City USA because it far exceeds the two tree per capita budget guidelines. Therefore, planting more trees on the Beach Drive and Court right-of-way does not need to be part of the Fox Point Urban Forestry plan.

I see in Fox Point's Village Comprehensive Plan - Land Use Chapter that the Village values its citizens input. This is most appreciated. I was especially happy to read that the Village wants to protect the quality of life for homeowners adjacent to the Mary Nohl house. Honoring that no new trees be planted is definitely part of the quality of life for the majority of homeowners.

The public area of Beach Drive is one of the magnificent gems of Fox Point. Given that Fox Point has Doctor's Park and its very natural, forested bluff environment with virtually no view corridors to Lake Michigan from the bluff, please allow Beach Drive and Beach Court to have expansive, uninterrupted scenic views of Lake Michigan that homeowners, drivers, runners, motorcyclists, bicyclists, and others can enjoy. Lake Michigan is a sensitive environmental feature and the majority of

homeowners on Beach Drive and Court want it managed with the utmost care. We want you to help make our neighborhood the best it can be for us and all the people that travel down the bluff to see the lake.

Respectfully,

The image shows two handwritten signatures in black ink. The signature on the left is a cursive, somewhat circular scribble, likely belonging to Laura Mullins. The signature on the right is more elongated and fluid, likely belonging to Scott Mullins.

Laura and Scott Mullins

cc: Scott Botcher, Village Manager
Doug Frazer, Village Board President
Eric Fonstad, Village Trustee and Tree Commission Chair
Christine Symchych, Village Trustee
Liz Sumner, Village Trustee
Marty, Tirado, Village Trustee
Bill Kravit, Village Trustee
Greg Ollman, Village Trustee
John Gall – Village Forester
Louise Petering – Tree Commission
Judy Shirley - Tree Commission
Nancy Warner - Tree Commission
Karen Grube - Tree Commission



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

June 20, 2017

Mr. and Mrs. Scott Mullins
7463 North Beach Court
Fox Point, WI 53217

Re: Tree Planting on Beach Drive

Dear Mr. and Mrs. Mullins:

As you know, on Monday, June 19, 2017, Fox Point Department of Public Works staff planted two trees on the east side of Beach Drive – one located approximately in line with the south right of way (ROW) line of Beach Court and the other approximately in line with the centerline of Beach Court. The decision to plant the trees came only after nearly two months of multiple conversations wherein the Village Manager, Village Forester and I answered your questions and attempted to address your concerns.

Admittedly, the cost to purchase the two trees was donated to the Village by a local resident who, based on her longevity in the Village, had noticed tree removals and plantings along the public land of this section of Beach Drive and had requested plantings for the area adjacent to Beach Court. Notwithstanding the donation, the Village routinely undertakes these types of activities in order to actively manage its urban forestry and to maintain our Tree City USA designation. The area along Beach Drive is no different – the Forester noted that this area was ideal for new trees at some time in the near future given the removals undertaken the past few years. The only difference the donation made is that the Village was able to accelerate the planting to this year rather than waiting for two to three years to plant the trees.

When the location for the trees were originally staked, both you and the Siegels requested that we reconsider our decision to plant the trees in the locations staked. After evaluating the concerns of all parties, staff identified alternate locations for the two trees. Based on the comments staff received, it appeared the alternate locations were less desirable than the original locations. At that time, about three weeks ago, the Siegels requested that I physically view the proposed alternate locations before planting the trees. On June 6, I did view the alternate locations – though no decision was made at that time to plant the trees in the alternate locations.

Subsequently, the Forester and I followed up with a Village Trustee, who chairs the Tree Commission, on June 15 to obtain his input. Based on the input received from staff, the Village Trustee, and that of the residents (both pro and con), the decision was made to move the trees back to the original locations and that the trees would be planted on Monday, June 19. The one oversight I made, which I regret and apologize for, is failing to contact you to inform you of the decision to plant the trees.

In spite of the difference of opinion on this matter, staff has made every effort to be sensitive to the concerns of the residents – not just those along Beach Drive but all residents as the land along Lake Michigan is public land owned by the taxpayers of the Village. At this time, I am of the opinion staff has gone above and beyond on this matter having spent upwards of 30 staff hours on a ministerial duty.

9-10
months
ago

last

summer

after

trimming

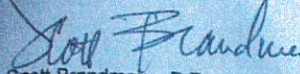
June 10

2017

6
weeks

Again, I apologize for my oversight in not contacting you regarding our plans to plant the trees – that was not intentional by any stretch of the imagination. I encourage you to contact me should you wish to discuss this matter in more detail.

Sincerely,



Scott Brandmeier, P.E.
Director of Public Works
Village of Fox Point

cc: Scott Botcher, Village Manager
John Gall, Village Forester

[EXHIBIT B]
VB MINUTES AUGUST 8, 2017

MEMORANDUM

To: Village Plan Commission
VILLAGE OF FOX POINT

From: Eric J. Larson
ARENZ, MOLTER, MACY, RIFFLE & LARSON, S.C.

Date: August 1, 2017

Re: Certified Survey Map
Land Combination
Recommended Conditions of Approval
1548 E. Goodrich Lane

Members of the Plan Commission:

It is my understanding that a certified survey map will be on your agenda on August 7, 2017, for a possible land combination. Consistent with the Plan Commission's consideration of similar matters in the past, you may want to recommend conditions of approval to the Village Board. Conditions that you may want to recommend include the following:

1. Final CSM. The Village Board finds per Section 738-8 of the Village Code that literal application of the requirement of the Village Code for a preliminary and final CSM would result in unnecessary and undue hardship in this case, and that it is consistent with the intent of Chapter 738 of the Village Code to waive the two submittal process so that substantial justice may be done and the public interest secured. This is appropriate because this is primarily a combination of existing lots, with no outstanding issues, and there is nothing to be gained by requiring another submittal. The above-noted CSM is deemed to be the final land division map.
2. Razing of Structures. Subject to the structures noted on the CSM as "to be razed" being razed and the site restored to the satisfaction of the Village Director of Public Works prior to the CSM being executed by the Village and recorded in the office of the Milwaukee County Register of Deeds.
3. Staff and Governmental Approval. Subject to the Subject Property Owners satisfying all comments, conditions and concerns of the Village Engineer/Director of Public Works, the Village Manager and all reviewing, objecting and approving bodies, in regard to the Certified Survey Map, and obtaining all necessary permits and approvals, prior to commencing construction of any improvement, whether public or private, or site development or recording the Certified Survey Map, whichever is earlier.

Village Plan Commission
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4. Professional Fees. The Subject Property Owners shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this development, 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 approval due to a violation of these conditions.
5. Payment of Charges. Any unpaid bills owed to the Village by the Subject Property Owners or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval, that is subject to all remedies available to the Village, including possible cause for termination of the conditional approval.
6. Private Rights. This grant of Certified Survey Map approval is not to be in any way interpreted to abrogate any private rights the other lot owners in the area may have pursuant to deed restrictions or restrictive covenants.
7. One Year to Satisfy Conditions. Subject to the Subject Property Owners satisfying all of the aforementioned conditions within one year of the Village Board granting this conditional approval.

Additional or different conditions may arise out of your discussions on August 7, 2017. Please let me know if you have any questions or concerns. Thank you.

-- Eric

cc: Scott Botcher, Village Manager
Kelly Meyer, Village Clerk-Treasurer
Scott Brandmeier, Director of Public Works

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[EXHIBIT C]
VB MINUTES AUGUST 8, 2017

August 8, 2017

APPOINTMENTS TO BOARDS, COMMITTEES AND COMMISSIONS
VILLAGE OF FOX POINT, WISCONSIN

Plan Commission
(3-year term)

No vacancies

Board of Police Commissioners (*confirmation requested*)
(5-year term)

No vacancies

Board of Appeals (*confirmation requested*)
(3-year term)

Don Zien, Chair (R)
Sara A. Bowen
Nathan D. Eisenberg (R), currently Alternate #3
Carlie Aizenberg, Alternate #3
Catie Anderson Alternate #4

Building Board (*confirmation requested by resolution*)
(2-year term)

William Feldman (R)
Christine Symchych (R)
Anthony Klenke
Jiju Johnson

Board of Review (*confirmation requested*)
(1-year term)

Nancy Carpenter (R)
David Franklin (R)
Trustee Eric Fonstad (R)
Aaron Aizenberg, Alternate #2, term ending in 2020

Fair Housing Commission (*confirmation requested*) (5-year term)

No vacancies

Administration Committee

(1-year term)

Trustee Fonstad, Chair (R)

Trustee Liz Sumner (R)

Trustee Greg Ollman

Finance Committee

(1 year term)

Trustee Symchych, Chair (R)

Trustee Tirado (R)

Trustee Kravit (R)

Audit Committee

(1-year term)

Trustee Symchych, Chair (R)

Trustee Tirado (R)

Trustee Kravit (R)

Kenneth J. Wirth, Jr. (R)

Water / Sewer Utility Committee

(1-year term)

Trustee William Kravit, Chair

Joel Been

Gisela Chelimsky

Elizabeth Aelion

Ethics Board (*confirmation requested*)

(3-year term)

Michael A. Bowen, term ending in 2020

North Shore Library Board (*confirmation requested*)
(3-year term)

Terry Rindt

Historic Preservation Committee

Marilyn Franklin
Elizabeth Elser

Rep – North Shore Health Department

No vacancy

Rep – North Shore Fire Commission

No vacancy

North Shore Water Commission (*confirmation requested*)
(1-year term)

Scott Botcher (R), currently alternate
Karen M. Schapiro, alternate

Respectfully submitted,

Douglas H. Frazer
Village President
August 8, 2017



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
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414-351-8900
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To: Village Board

From: Village Manager Scott Botcher *SVB*

cc: Kelly Meyer; Scott Brandmeier

Date: September 6, 2017

Re: North Shore Water Commission Agreement

Approximately 2 years ago, the North Shore Water Commission ("NSWC") became aware of a few issues involving one of the reservoirs at the treatment facility on Bender Road. As part of its analysis, it became apparent that the NSWC governing document was woefully outdated and was in need of a review and update. (It is estimated that the last thorough review of this document was in the timeframe of 1974 or 75.)

The Commissioners agreed with Mr. Kiefer's recommendation, and each of the three member communities had their respective legal counsel review the document and then come together to finalize any differences they might have.

The document in your packet this evening is the result of that work, which from all indications was brief and absent any controversy.

In addition to Mr. Larson's presence at our meeting, Mr. Kiefer will also be present if you have any detailed questions which he is in a position to address. If no such questions exist, I would recommend approval on the consent agenda and encourage your participation at one of the open house dates at the North Shore Water Commission, previously communicated.

Thank you.

REVISED AND RESTATED AGREEMENT FOR WATER SUPPLY SYSTEM

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EXHIBIT "A"

RECOMMENDATIONS OF CONSOER-TOWNSEND & ASSOCIATES CONSULTING
ENGINEERS

ESTIMATED PROJECT COSTS

ALLOCATION OF INITIAL PROJECT COST

EXHIBIT "B"

Proposed Location of Water Facilities - Drawing No. I

Map of Milwaukee County, Wisconsin

Preamble

AGREEMENT made this 26 day of November, 1957, by and between the CITY OF GLENDALE, hereinafter called "Glendale", the VILLAGE OF WHITEFISH BAY, hereinafter called "Whitefish Bay", and the VILLAGE OF FOX POINT, hereinafter called "Fox Point", all municipal corporations located in the county of Milwaukee, State of Wisconsin,

WITNESSETH:

WHEREAS, Glendale has no water utility service except in small areas thereof, and

WHEREAS, Glendale, by referendum duly held, has been authorized by its residents to construct, own and operate a water utility, and

WHEREAS, Whitefish Bay and Fox Point each own and operate a water utility consisting of a water distribution system, obtaining water by purchase from the City of Milwaukee, and such source of supply is inadequate.

NOW THEREFORE, the above named municipalities, in order to have a source of supply of water sufficient for the unrestricted needs of fire protection and other municipal purposes, and for residents, industry and business establishments and other domestic uses within each of said municipalities, have entered into this agreement for the purpose of construction, owning as tenants in common in the proportions hereinafter provided, maintaining and operating the necessary plant and other facilities for withdrawing water from Lake Michigan, filtering, treating and delivering the same under pressure to each of the above name municipalities (hereinafter sometimes referred to in the aggregate as "Supply System") for distribution by each of said municipalities to its

respective consumers through the separate distribution systems owned by each municipality (hereinafter sometimes in contradistinction to the Supply System referred to as "Distribution System"), and have covenanted and agreed as follows:

Article 1. Execution

1.01 Municipal Action

This agreement shall be in force when signed by the duly authorized officers of all of the municipalities after the adoption by the governing body of each municipality of a resolution approving the agreement and authorizing its execution.

Article 2. Standards and Measurements

2.01 General

The design for construction of the Supply System shall comply with the standards of the American Water Works Association, except where the Consulting Engineers (hereinafter designated) determine that deviation therefrom is advantageous and so recommend to the North Shore Water Commission (hereinafter established), and it approves thereof.

2.02 Capacity

The estimated maximum daily water requirements of the three municipalities is hereinafter referred to as "Demand". The Supply System shall be designed to provide the estimated demand for 1985 as determined by the Consulting Engineers. The consulting Engineers shall also specify what part of such design shall be initially built to meet only the estimated demand for 1970.

Beginning January 1, 2018 and thereafter, the production capacity of the Supply System may be altered provided it is kept at or above 300% of the average daily demand over the past 5 years.

2.03 Pressure

Initially, the Supply System shall be designed to make water available at a minimum pressure of 70 pounds and a maximum of 100 pounds a square inch at the pumping station in Glendale, and such Supply System, after completion, shall at all times deliver water within such range of pressure.

Beginning January 1, 2018 and thereafter, the Supply System shall normally maintain a minimum pressure of 75 pounds per square inch (psi) to 90 psi at entry point to each distribution system located at 400 W Bender Rd, Glendale, WI. The Supply System may be taken offline for a limited period of time as needed to perform maintenance on equipment that cannot be serviced under normal conditions.

2.04 Quality

Water, before delivery to any distribution system, shall be purified, disinfected, and fluoridated to the standards of the Wisconsin Department of Natural Resources (WDNR), United States Environmental Protection Agency (USEPA), and any other applicable regulatory agencies for drinking water.

2.05 Measurement

Potable water shall be metered at all locations where water transfers from one public water system to another. The Commission shall meter water delivered to each system as described herein.

2.05.1 Fox Point Master Meter

The Fox Point master meter shall be located at 400 W Bender Road, Glendale, WI. This meter shall be a bidirectional 8 inch diameter magmeter that is designed to be installed in a piping configuration where there is 8 inches or less of straight pipe on either side of it. The meter shall be programmed to register a positive flow when water travels from the Supply System to the Village of Fox Point Water Utility.

2.05.2 Glendale Master Meter

The Glendale master meter shall be located at 400 W Bender Road, Glendale, WI. This meter shall be a bidirectional 8 inch diameter magmeter that is designed to be installed in a piping configuration where there is 8 inches or less of straight pipe on either side of it. The meter shall be programmed to register a positive flow when water travels from the Supply System to the Glendale Water Utility.

2.05.3 Whitefish Bay Master Meter

The Whitefish Bay master meter shall be located at 400 W Bender Road, Glendale, WI. This meter shall be a bidirectional 8 inch diameter magmeter that is designed to be installed in a piping configuration where there is 8 inches or less of straight pipe on either side of it. The meter shall be programmed to register a positive flow when water travels from the Supply System to the Whitefish Bay Water Utility.

2.05.4 Henry Clay Distribution Meter

The Henry Clay distribution meter shall be located at the intersection of West Henry Clay Street and North Lydell Avenue in Whitefish Bay, WI. This meter shall be a bidirectional 6 inch diameter magmeter that is designed to be installed in a piping configuration where there is 6 inches or less of straight pipe on either side of it. The meter shall be programmed to register a positive flow when water travels from the Glendale Water Utility to the Whitefish Bay Water Utility.

2.05.5 Green Tree Distribution Meter

The Green Tree distribution meter shall be located between the water utilities of the Village of Fox Point and the City of Glendale on Green Tree Road. This meter shall be a bidirectional 6 inch diameter magmeter that is designed to be installed in a piping configuration where there is 6 inches or less of straight pipe on either side of it. The meter shall be programmed to register a positive flow when water travels from the Fox Point Water Utility to the Glendale Water Utility.

2.05.6 School Road Distribution Meter

The School Road distribution meter shall be located at the intersection of School Road and North Santa Monica Boulevard in Fox Point, WI. This meter shall be a bidirectional 6 inch diameter magmeter that is designed to be installed in a piping configuration where there is 6 inches or less of straight pipe on either side of it. The meter shall be programmed to register a positive flow when water travels from the Whitefish Bay Water Utility to the Fox Point Water Utility.

2.05.7 Port Washington Wholesale Meter

The Port Washington wholesale meter shall be located between the water utilities of the Village of Fox Point and City of Mequon on North Port Washington Road. This meter shall be a 6 inch diameter compound meter with water traveling from the Fox Point Water Utility to the City of Mequon Water Utility.

2.05.8 Greenvale Wholesale Meter

The Greenvale wholesale meter shall be located between the water utilities of the Village of Fox Point and City of Mequon on North Greenvale Road. This meter shall be a 6 inch diameter compound meter with water traveling from the Fox Point Water Utility to the City of Mequon Water Utility.

2.05.9 Calculation of Daily Delivery Volumes

On a daily frequency, the Plant Manager or the Plant Manager's designee shall calculate delivery volumes for member utilities using the following equations. The term "meter" used in this section refers to the totalized volume registered on the meter in the positive direction. Units of volume shall be converted as necessary to millions of gallons (MG) rounded to the nearest 1,000 gallon.

In lieu of manual readings, supervisory control and data acquisition (SCADA) technology may be employed to electronically calculate and report meter readings.

Fox Point Daily Delivery Volume =

- Fox Point master meter
- + School Road distribution meter
- Green Tree distribution meter
- Port Washington wholesale meter
- Greenvale distribution meter.

Glendale Daily Delivery Volume =

- Glendale master meter
- Henry Clay distribution meter
- + Green Tree distribution meter.

Whitefish Bay Daily Delivery Volume =

- Whitefish Bay master meter
- + Henry Clay distribution meter
- School Road distribution meter.

Mequon Daily Delivery Volume =
Port Washington wholesale meter
+ Greenvale wholesale meter.

Mequon Daily Delivery Volume calculation shall be in accordance with the Wholesale Water Agreement and the Water Conveyance Agreement.

2.05.10 Loss of Data & Estimation

If data is lost due to a problem with a meter, data collection, or telemetry equipment, the Commission will estimate meter data using a reasonable methodology.

2.05.11 Calibration Checks

On an annual basis, staff of the Commission shall perform a calibration check on all of the meters listed in this Article or ensure a calibration check has been performed by a qualified firm or individual.

If a calibration check indicates there is a problem with a meter, staff of the Commission will ensure necessary repairs are made and subsequently shall verify meter is operating at an acceptable level of accuracy. If repairs are not successful or feasible, the meter shall be replaced.

Based on its records, the Commission will determine if it is necessary to make corrections to previously reported periods.

Acceptable Calibration Check Methodologies

1. Independent testing by a certified flow meter testing facility accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) or equivalent.
2. Testing in place by a qualified individual or firm with a calibrated reference meter using at least 3 different flow rates.

3. Testing in the Bender facility by a qualified individual or firm with a calibrated reference meter using at least 3 different flow rates.

2.06 Engineer's Report

The Supply System shall be built substantially in accordance with the Consulting Engineer's recommendations as summarized in "EXHIBIT A" attached hereto.

Article 3. Certificates and Authorities

3.01 Applications

Promptly after the execution of this agreement, application shall be made to:

1. The Wisconsin Public Service Commission for a certificate authorizing:
 - a. The construction and operation of the Supply System covered by this agreement,
 - b. The termination of water sales to Whitefish Bay and Fox Point from the water utility of the City of Milwaukee when the Supply System is put in operation,
 - c. If required, the termination of emergency water sales from the Village of Shorewood to Whitefish Bay,
 - d. The termination of water service by Fox Point in the area now served from the 16 inch main in North Port Washington Road,
 - e. The construction and operation by Glendale of a water distribution system for Glendale, (at Glendale's election, excluding the area now served by the City of Milwaukee).
2. All other appropriate persons and authorities for such permits and authorizations as may be necessary in order to carry out the purposes of this agreement.

3.02 Commencement of Construction

1. When all certificates required for the construction of the Supply System have been issued and the time for appeal in respect thereto has elapsed without an appeal having been taken, the construction of the Supply System shall be initiated as herein provided.
2. If an appeal is taken with respect to the issuance of a required certificate, the construction of the Supply System will be initiated as herein provided only after a final determination in the courts upholding the issuance of the challenged certificates.
3. If the issuance of a required certificate is denied, an appeal shall be taken and may be prosecuted by any one of the three municipalities unless the governing bodies of all the municipalities determine to the contrary, and construction of the Supply System shall not begin until the issuance of the required certificate pursuant to final court determination in favor thereof.
4. If an appeal is taken with respect to the issuance of required certificates, and the courts finally determine that the required certificate shall not be issued, or if required certificates are denied and no appeal is taken, then nothing further shall be done under this agreement except winding up of the affairs of the venture and the payment of expenses incurred under this agreement

Article 4. Management and Finances

4.01 North Shore Water Commission

The Supply System shall be constructed, operated and maintained by a Commission to be known as the North Shore Water Commission, hereby created and herein referred to as "Commission". Each municipality shall upon the execution of this agreement appoint one person to serve on said Commission and shall also appoint an alternate to act in

the event of the absence of its member and in the capacity of said absent member. The member and alternate shall be representatives of the municipality appointing them and shall serve without cost to the Supply System. The term of each member and alternate shall be for one (1) year, commencing May 1st and ending April 30th, except that the initial term shall end with the second April 30th after the date of appointment. Any member or alternate or both appointed by any municipality may be removed at any time by the municipality which appointed him, with or without cause. Even though a member's or alternate's term of office shall have expired, he shall continue to serve until his successor is appointed.

The member first appointed by Whitefish Bay shall be chairman of the Commission; the member first appointed by Fox Point shall be secretary of the Commission; and the member first appointed by Glendale shall be designated as member. Commencing with the first day of May next following the initial appointment, the member appointed by Fox Point shall for a year be chairman; the member appointed by Glendale shall be secretary, and the member appointed by Whitefish Bay shall be designated as member. On the second first day of May following the initial appointment, the member appointed by Glendale shall for a year be chairman; the member appointed by Whitefish Bay shall be secretary, and the member appointed by Fox Point shall be designated as member. Such rotation in office shall be repeated each succeeding year thereafter.

The Commission shall appoint a Plant Manager whom shall be responsible for overseeing the operation and maintenance of the Supply System, assuring that all tasks are completed in accordance with federal, state and local regulations and in accordance with the policies set by this Commission.

4.02 Treasurer

The commission shall have as its Treasurer, the Treasurer of one of the municipal parties hereto, who herewith is designated as the Fiscal Agent of the three municipal

parties for the purpose of receiving and disbursing all funds and deposits provided for in this agreement. The initial and succeeding terms of office shall coincide with the terms of office of the commission chairman, and shall initially and successively devolve upon the treasurer of the municipality whose member is Commission Member. The commission shall also have a Deputy Fiscal Agent; the term of the office shall coincide with the term of office of the Fiscal Agent. Each year the Deputy Fiscal Agent shall be the treasurer of the municipality who in the immediately preceding year was the Fiscal Agent. The Deputy Fiscal Agent is authorized to perform the duties of the Fiscal Agent when the Fiscal Agent is unable to perform such duties because of illness, absence or a vacancy existing in the office. The Commission shall fix the compensation (if any) and duties of the Fiscal Agent and Deputy Fiscal Agent.

In the absence of the Fiscal Agent and Deputy Fiscal Agent, a remaining available municipal Treasurer shall have authority to act as Fiscal Agent regardless of whether or not such Treasurer is currently designated as Fiscal Agent or Deputy Fiscal Agent based upon his or her current place in the rotation.

The Plant Manager of the Commission is authorized to notify banks, depositories, and any and all agents as necessary of any change in the position holding such office, and to have such person properly designated on any such records.

4.03 Duties of the Commission

The Commission, in addition to its duties in respect to construction, shall be in general charge of the operation and maintenance of said Supply System, and shall, among other things:

1. Hold meetings at least monthly. Following all applicable federal or State of Wisconsin laws, any member of the Commission at any time can call a meeting, provided he or she states the purpose for said meeting.

2. Keep complete minutes of its meetings in accordance with all applicable federal or State of Wisconsin laws.
3. Adopt rules and regulations for conducting its business and for the operation of the Supply System, including but not limited to employment policies.
4. Keep the Supply System adequately insured. It is within the Commission's discretion to balance coverage cost and risk exposure when purchasing said insurance.
5. Maintain a system of accounting acceptable to the Public Service Commission.
6. Select a depository for all funds.
7. Authorize and contract to make all expenditures deemed by it necessary for the efficient operation and maintenance of said Supply System, including repairs, maintenance, renewals and replacements to such system.
8. Authorize and contract to make capital additions to said Supply System pursuant to 6.03 and 6.08.
9. Determine salary and wage scales and ranges for the employees of the Supply System and establish such wage scales and ranges.
10. Create and adopt an annual operating and capital improvement budget, within the limitations herein.
11. Employ necessary personnel within salary and wage scales and ranges, as above established.
12. Generally to operate and maintain the Supply System except as limited by this agreement.
13. Maintain all property of the Supply System in a neat and attractive condition.

4.04 Action by Commission

Two members of the Commission shall constitute a quorum and except where a unanimous vote is required by this agreement, action by the Commission shall be by majority vote.

4.05 Limitation on Authority of Commission

All authority not delegated to the Commission by this Agreement nor prohibited to the municipalities is reserved to the respective municipalities or their governing bodies.

Article 5. Consulting Engineers

5.00 Revised Scope

Beginning January 1, 2018 and thereafter, Articles 5.01, 5.02, and 5.03 is no longer applicable or enforceable. Consulting engineers and other qualified consultants will be retained as needed by the Commission to assist in the operation, maintenance, construction, modification, or demolition of the Supply System in part or in whole. The scope of service, term, and other conditions will be determined by agreement between the Commission and the consulting engineers or other qualified consultants.

5.01 Employment and Duties¹

The municipalities shall initially employ Consoer, Townsend & Associates as independent consulting engineers, herein called “Consulting Engineers,” who shall, among other things, have the powers and duties to:

1. Review and examine the operation and condition of the Supply System at least annually and render a written report thereof to the Commission, delivering a signed copy to each of the municipalities, which report, among other things, shall include any recommendations deemed by said Consulting Engineers pertinent to the more efficient operation of said Supply System.
2. Confer with the Commission whenever requested by it.

¹ Beginning January 1, 2018 and thereafter, Article 5.01 is not applicable or enforceable.

5.02 Replacement²

By concurring action of two of the municipalities, the services of the then acting Consulting Engineers may be terminated at any time and another engineering firm employed as Consulting Engineers. Any firm so employed shall have a favorable national reputation of broad and extensive skill and experience in the management and operation of water systems.

5.03 Fees³

The fees of such engineers shall be an operating expense.

Article 6. Operating Expense and Capital Requirements

6.01 Definition

Operating expenses shall include costs characterized by the Public Service Commission of Wisconsin as operating and maintenance expenses defined in the most recent version of their document entitled, "Uniform System of Accounts for Municipally-Owned Water Utilities."

Capital expenses shall include additions, improvements, or other investments considered to be utility plant as defined by the Public Service Commission of Wisconsin in the most recent version of their document entitled, "Uniform System of Accounts for Municipally-Owned Water Utilities."

² Beginning January 1, 2018 and thereafter, Article 5.02 is not applicable or enforceable.

³ Beginning January 1, 2018 and thereafter, Article 5.03 is not applicable or enforceable.

6.02 Proration of Operating Expenses

1. The City of Mequon shall make payments to the NSWC pursuant to the Wholesale Water Sales Agreement. The unpaid operating expenses remaining after the City of Mequon has made such payments shall be apportioned among the Municipalities on the basis of annual water delivery to each.

6.03 Budgeting

1. By September 1st, the Plant Manager shall prepare an annual operating budget and the estimated proportion to be paid by each member municipality for the upcoming year. The Commission shall review the budget and make such changes, deletions and additions thereto as it determines advisable and shall then submit the approved budget to each of the municipalities no later than October 1st. This budget will consist of operating expenses defined in 6.01 and anticipated revenues resulting from operating fund activity. The total amount due from the member municipalities shall be referred to as the “annual operating commitment” hereafter.

Upon approval by the Commission, the annual operating budget will be adopted without any further action taken by the member municipalities.

2. By September 1st, the Plant Manager shall prepare an annual capital improvement budget and the estimated proportion to be paid by each member municipality for the upcoming year. The Commission shall review the budget and make such changes, deletions and additions thereto as it determines advisable and shall then submit the approved budget to each of the municipalities no later than October 1st. This budget will consist of capital expenses defined in 6.01, funding sources, and applicable revenues resulting from capital fund activity. The

total amount due from the member municipalities shall be referred to as the “annual capital commitment” hereafter. If none of the member municipalities file a written objection with the Plant Manager on or before November 1st, the annual capital improvement budget shall be deemed approved without further action of the Commission being required. If any one of the member municipalities files a written objection with the Plant Manager on or before November 1st, the annual capital improvement budget is rejected. In the event of rejection of the annual capital improvement budget, the member municipalities and the Commission may mutually agree upon a revised annual capital improvement budget as they deem appropriate, but only upon the unanimous approval of the member municipalities.

6.04 Payment

Commencing with the first day of the month the Supply System is put in operation, each municipality shall pay to the Fiscal Agent one-sixth of its proportion of the estimated operating expense for the first year of operation, and on the first day of each month thereafter will pay to the Fiscal Agent one-twelfth of its proportion of the annual operating commitment. The proportion to be paid by each member municipality will be based on the estimates provided during the budgeting process described in 6.03 unless the Commission approves a revised estimate of proration of the annual operating commitment.

The Plant Manager shall report all capital expenses to the Commission. Upon the Commission’s review and approval, payment requests will be sent to each member municipality for their share of capital expenses identified in the capital improvement budget apportioned using the capital allocation rates described in 8.15. Payment is due 30 days after the payment request is approved by the Commission.

6.05 Operating Reserve

In order to insure the continued operation of the Supply system, each municipality shall, in addition to making the payments provided by 6.03, include in its budget for municipal purposes for the year during which the Supply System is expected to be first put into operation, a sum equal to its proportion of the first estimated operating expense prepared by the Consulting Engineers, as above set forth.

Beginning January 1, 2018 and thereafter, the Commission shall maintain an account designated as the Operating Reserve. Funds in this account may be used by the Commission to pay for operating expenses defined in 6.01 in the event of financial hardship. These funds may be invested in the State of Wisconsin Local Government Investment Pool or the equivalent financial instrument.

Operating revenues and expenses will be apportioned to member municipalities based on the current annual water delivery to each as percentage of the total water delivered to members. Consequently, the Operating Reserve fund balance will be apportioned using the same methodology.

At time of audit described in 6.06, the Commission shall decide what the Operating Reserve fund balance shall be provided it is kept at or above 12% of the operating budget of the year being audited. Each member shall be responsible for maintaining their apportioned balance of the account.

6.06 Audit

Promptly after the end of each calendar year, the Commission shall prepare financial statements that are audited by an independent certified public accountant in compliance with all applicable State of Wisconsin Statutes.

At the time of audit, the Commission shall report all applicable financial activities during the audited year and the amount of water delivered to each member during said period.

6.07 Adjustment

Adjustments on the basis of such audit will be made and paid, if necessary, within thirty (30) days after delivery of such audit, in order that each municipality shall have paid its proper proportion of the operating expense and capital expense for such previous year.

6.08 Capital Fund

The Commission shall maintain an account designated as the Capital Fund. Funds in this account may be used by the Commission to pay for capital expenses defined in 6.01. These funds may be invested in the State of Wisconsin Local Government Investment Pool or the equivalent financial instrument.

Capital revenues and expenses will be apportioned to member municipalities using the capital allocation rates described in 8.15. Consequently, the Capital Fund balance will be apportioned using the same methodology.

At time of audit described in 6.06, the Commission shall decide what the Capital Fund balance shall be for the audited year based on available funds. Each member shall be responsible for maintaining their apportioned balance of the fund.

6.09 Payment Under Protest

If any municipality disputes the amount of any payment to be made by it as herein provided, it shall nevertheless pay the amount claimed when due, stating in writing that it is making such payment under protest and the grounds thereof. By such payment the paying municipality shall not have agreed to the correctness of the amount and shall

nevertheless retain the right to dispute the validity of the claim on any of the grounds set forth in such protest to the same effect as if it had not made payment. Such dispute shall be mediated pursuant to 12.01 if the municipalities cannot dispose of the dispute by agreement.

6.10 Failure to Make Payments

If any municipality fails to pay in full each payment to be made by it as provided by this agreement 30 days past the due date, such defaulting municipality shall be indebted to the other municipalities for the payment due, plus three percent (3%) interest from the due date until payment. Legal action to enforce such payment may be brought immediately. Any non-defaulting municipality may pay all or any part of such payment due by the defaulting municipality. Any recovery collected shall be paid to reimburse any other municipality to the extent it paid any part of such defaulted payment, plus interest, and the balance of such payment shall be paid to the Fiscal Agent, plus interest, which interest shall be credited against payments to be made by the municipality or municipalities that were not in default. If two municipalities were not in default, such interest shall be credited in the proportion each paid operating expenses during the period of default. In addition to any sum in default, and interest, as above provided, there shall be included in the judgment all cost, disbursements and a reasonable sum as attorney's fees.

Article 7. Operation

7.01 Share of Supply

Each municipality shall at all times be entitled to draw that portion of the capacity of the Supply System which it paid for by its payment of costs of construction (including additions), provided that at any time when a municipality is not drawing its full portion of water, such excess may be drawn by another municipality. When any municipality is

drawing more than the portion of capacity paid for by it and the municipality entitled thereto requires it to supply its water requirements, the municipality previously drawing such excess shall immediately cease such draw and, if necessary, shall place restrictions on the use of water from its distribution system to accomplish such result. At no time will the draw of water to which a municipality is entitled be discontinued even though it may be in default in payment.

Beginning January 1, 2018 and thereafter, each member municipality shall be entitled to the capacity of the Supply System in proportion with the current capital allocation rates described in 8.15.

7.02 Storage

Since the Whitefish Bay and Fox Point water utilities each presently has storage facilities in its distribution system, Glendale shall, at its sole cost and expense, and as part of its distribution system, erect initial storage facilities of not less than 500,000 gallons to be in operating condition at such time that its distribution system makes connection to and receives water from the Supply System covered by this agreement. Each municipality shall provide water storage equal to at least 50 gallons for each resident as shown by the population as determined by the Commission, after adjustment from the most recent Federal Census then available.

Each of the municipalities shall at all times operate its storage facilities in the most efficient manner to reduce the peak demand upon the Supply System, according to policy and rules established by the Commission for such purpose.

7.03 Limits of Distribution

Water from the Supply System shall be sold, used or distributed solely within the present corporate limits of the municipalities as show on the map, "EXHIBIT B," attached hereto, and to:

1. Lots or territory outside of said municipalities where service is presently being rendered as shown on said map,
2. Lands within the recorded subdivision known as GREEN TREE VALLEY outside of Glendale if the Glendale Water Utility is so ordered by the Public Service Commission.
3. The area now served by the Fox Point Water Utility from its 16 inch main in North Port Washington Road; providing, however, than any municipality (a party to this agreement) may serve consumers located within the present corporate limits of another municipality (a party to this agreement) with the consent of such other municipality and any municipality may permit any other municipality, whether or to a party to this agreement, to obtain water from fire hydrants located in a municipality in the event of fire and may sell water to any municipality to fill fire cisterns.

Any exceptions to the above conditions must be approved by the Commission and its member utilities.

7.04 Water Requirements

Each municipality shall acquire its entire requirements of water from the Supply System, except that:

1. The requirements of water consumers of a municipality on a boundary of such municipality now supplied by another water utility may continue to be so supplied;

2. The requirements of water consumers in Glendale now supplied by the Milwaukee Water Works may continue to be so supplied;
3. In the event of interruption of service of the Supply System or of one of the distribution systems, water may be obtained from any other source until service is resumed which shall be as promptly as possible.
4. The Commission, or a member municipality, may enter into an agreement with any other water utility for the purchase of water in the event of an emergency or a reciprocal agreement for the furnishing and receipt of water in the event of an emergency. No agreement by the Commission, or a member municipality, shall be entered into or valid until approved by each of the member municipalities.

7.05 Restrictions

Whenever it is necessary to restrict or limit the use of water by reason of inability of the Supply System to furnish a sufficient supply of water, the Commission may order such restrictions as it determines necessary, which shall apply uniformly to the users of the same class of all the distribution systems and the municipalities shall enforce such restrictions, provided that no restrictions shall prevent any municipality from drawing its share of supply as set forth in 7.01.

Article 8. Construction

8.00 Applicability

Sections 8.01 through 8.14 were relevant in the context of original construction and the major expansion that occurred in 1972. Those major construction efforts are complete. Beginning January 1, 2018 and thereafter, 8.01 - 8.09 as well as 8.11 - 8.14 are not applicable or enforceable.

8.01 Engineers Design and Supervision⁴

1. The municipalities shall initially employ Consoer, Townsend and Associates as Consulting Engineers. The Consulting Engineers shall forthwith prepare a design in compliance with Article 2. hereof, in sufficient detail to support all necessary applications for authority. When final authority is secured, the Consulting Engineers shall prepare a detailed design of the Supply System and shall have general supervision of the construction of said Supply System under the direction and control of the Commission, all in accordance with the agreement between the municipalities and Consoer, Townsend and Associates.
2. The fees and expenses of the Consulting Engineers for preparing the design, for serves in proceedings before the Public Service Commission and other regulatory bodies and for supervising construction shall be paid in the proportion set forth in 8.01 (1) hereof, provided that the services of such Consulting Engineers relating to rates to be charged by any of the respective municipalities shall be paid by the respective municipality, and any services of said Consulting Engineers in respect to Glendale's distribution system shall be paid by Glendale.
3. Whitefish Bay and Fox Point have paid said Consulting Engineers \$2500.00 for the work done by said Consulting Engineers to date. This sum should be borne by the three municipalities in approximately the proportions set forth in 8.03 (1) hereof. To accomplish this, within thirty (30) days after the effective date of this agreement, Glendale shall pay Whitefish Bay \$200.00 and Fox Point \$500.00.

8.02 Extent of Initial Construction⁵

Initial construction shall consist of that portion of the Supply system required to meet the 1970 demand and such portion of the Supply System required to meet 1985 demand which the Consulting Engineers deem it to be economical to construct initially. The 1970

⁴ Beginning January 1, 2018 and thereafter, 8.01 is not applicable or enforceable.

⁵ Beginning January 1, 2018 and thereafter, 8.02 is not applicable or enforceable.

and 1985 demand mean estimated maximum daily water use for each of said years as determined by the Consulting Engineers.

8.03 Apportionment of Costs of Initial Construction⁶

The costs of that portion of the Supply System which is to be built at this time shall be allocated by the Consulting Engineers and paid by the municipalities as follows:

1. Of those facilities which are of a size to serve the estimated 1985 demand, Whitefish Bay forty-two (42%) per cent; Fox Point thirty (30%) per cent; and Glendale twenty-eight (28%) per cent.
2. Of those facilities which are to meet only the estimated 1970 demand, Whitefish Bay forty-seven (47%) per cent; Fox Point twenty-eight (28%) per cent; and Glendale twenty-five (25%) per cent.

8.04 Bids⁷

After the plans and specifications and form of contract have been prepared, they shall be submitted to the governing bodies of the municipalities, together with the recommendations of the Consulting Engineers, for approval. After approval by the Municipalities, the Commission shall advertise for bids. On receipt of bids, the Consulting Engineers shall prepare schedules showing the bids received and the proportion thereof to be paid by each municipality, and submit together with written recommendation of the Consulting Engineers, contracts to the municipalities for their joint acceptance and execution.

8.05 Contracts⁸

The municipalities shall promptly agree on the bids to be accepted, and contracts shall be executed. Each contract shall provide that it is conditioned on each municipality

⁶ Beginning January 1, 2018 and thereafter, 8.03 is not applicable or enforceable.

⁷ Beginning January 1, 2018 and thereafter, 8.04 is not applicable or enforceable.

⁸ Beginning January 1, 2018 and thereafter, 8.05 is not applicable or enforceable.

securing adequate acceptable financing of its total construction costs within ninety days. The contracts shall be executed by each of the municipalities, but the obligation of each shall be limited to the proportion of the cost of construction to be borne by each respectively, as herein set forth.

8.06 Deposit⁹

- A. Prior to the execution of said contracts, a bank located in Milwaukee County, Wisconsin shall be selected to act as hereinafter set forth. The bank so selected to act as hereafter referred to as “the Bank”. The selection shall be by the municipalities’ parties to this agreement, the concurring decision of any two of said municipalities shall be binding by all three.
- B. Prior to the execution of said contracts, and conditioned upon each municipality having secured adequate financing, on terms acceptable to it the municipalities shall deposit in a construction account in “the Bank” cash and/or U.S. Government Securities maturing not more than ninety days after deposit with a market value equal to the proportion of the costs of construction which each is to pay, plus 7% as a construction and contingency reserve. Except for a reasonable amount which may be held uninvested, “the bank” shall keep such sums, so deposited, invested in U. S. Treasury Securities or in time deposits of “the bank” maturing in not more than 1 year, with maturities complying with a schedule prepared by the Consulting Engineers of estimated payments required as construction progresses. Interest received and any gain on sales of such securities shall be added to the construction fund.

8.07 Progress Certificates¹⁰

The Consulting Engineers shall, from time to time during the course of construction, certify payments to be made to contractors and the proportion to be paid by each

⁹ Beginning January 1, 2018 and thereafter, 8.06 is not applicable or enforceable.

¹⁰ Beginning January 1, 2018 and thereafter, 8.07 is not applicable or enforceable.

municipality, which certificates shall be delivered to the Commission in quintuplicate. One copy of such information and certificate shall then be sent to the governing boards of each municipality and to the bank.

8.08 Payment¹¹

The Bank shall promptly make payment from the construction fund as called for by certificates delivered to it as provided in 8.07. When a final certificate, submitted by the Consulting Engineers and approved by the Commission, certifying that the construction has been completed, has been filed and payment made, the bank shall return to the municipalities all fund remaining in the construction account in the accounts specified by the Consulting Engineers, who shall make such direction on the basis of the allocation of construction costs specified herein, provided that the bank shall continue to hold such fund, if any, as are provided by any contract to be withheld from any contractor as assurance that the contract will be fully complied with, and shall pay any sum so held pursuant to a certificate of the Consulting Engineers given to the Commission as above provided. All charges of the bank for handling the construction fund shall be considered part of the costs of construction. The bank shall hold the construction fund as a trust fund and shall be completely exonerated from any and all liability in respect to payments made by it on certificates delivered to it as above set forth.

8.09 Expansion to 1985 Capacity¹²

The calendar year in which delivery of water by the Supply System reaches 1,570,500,000 gallons is in this paragraph designated the "Expansion year."

Commencing with the Expansion Year, such additions as the then Consulting Engineers deem necessary to meet the demand for 1985 shall be constructed, incorporating any changes then agreed upon by the three municipalities.

¹¹ Beginning January 1, 2018 and thereafter, 8.08 is not applicable or enforceable.

¹² Beginning January 1, 2018 and thereafter, 8.09 is not applicable or enforceable.

The total original cost of construction, including renewals and replacements, paid by all municipalities to the time of letting contracts to make the expansion to meet 1985 demand shall be adjusted to conform to an actual experience proportion as hereinafter provided, and charge or credit to or from one municipality to the other shall be made toward costs of 1985 construction so that the investment and the cost of construction paid to the time of letting contracts as above set forth shall be allocated in proportions of use experience instead of proportions of use estimate. Such adjustments shall be achieved as follows:

Each municipality shall be charged with that part of the entire cost of construction paid to the date of letting of the contracts for expansion as the sum total of the delivery to it during the five highest delivery days in each of the three latest yearly periods ending September 1 immediately preceding the letting of contracts for expansion bears to the sum total of the entire delivery of the supply system during the same aforesaid days. In computing said proportions, no day of delivery shall be included during which there was a main break in the supply system or any connected distribution system which materially added to the delivery, or in which a significant amount of water was used for fighting fire.

The cost of the required additions to the Supply System shall be borne and paid by each of the municipalities in the ratio of the estimated 1985 demand for each of said municipalities in accordance with an estimate of demand prepared by Consulting Engineers employed by said municipalities at the time such addition is needed.

The awarding of contracts and payments thereon shall be in accordance with the procedure for initial construction.

Five years after the completion of the expansion there shall be a re-apportionment of total costs of construction on the basis of actual use in the same manner as above proved for reapportionment at the time expansion of costs of construction up to that date. As the result of such reapportionment proper charge or credit shall be made to or from one municipality to the other. Any municipality which as the result of such adjustment is indebted to another shall pay such indebtedness without interest in not to exceed two (2) years after the amount thereof has been determined.

Thereafter, there shall be like adjustment every ten (10) years, provided, however, that there shall be such an adjustment in shorter periods than ten years on the request of any two municipalities, but not more often than at five-year intervals. Any indebtedness from one municipality to another as a result of any such adjustment shall be paid in not more than two (2) years after it has been determined.

8.10 Further Expansion to Meet Additional Demand

If it shall develop that after the completion of the addition to meet the 1985 demand, as above set forth, the capacity of the Supply System is not sufficient to meet the demand of all the municipalities without any restriction of any nature on use of water, then further additions shall be built in order to meet such demand. Designs therefor shall be prepared by Consulting Engineers, and after approval of all applicable regulatory agencies and of the municipalities, contracts shall be let and payments made in accordance with 6.04 using the allocation percentages described in 8.15.

8.11 Recognition of Restrictions¹³

Although this agreement states that the purpose is to supply water to meet the unrestricted demands of each municipality, any municipality may impose restrictions on water use in the area it serves, and when the future demand of such municipality is to

¹³ Beginning January 1, 2018 and thereafter, 8.11 is not applicable or enforceable.

be determined at any time under this agreement, such demand determination shall, if requested by resolution of the governing body of such municipality, reflect such restrictions.

8.12 Financing Difficulties¹⁴

1. Each municipality shall use its best efforts to secure financing to provide the funds necessary to pay the respective proportion of the costs of construction of the Supply System and additions thereto, as provided by this agreement. In the event any municipality cannot arrange financing to provide its proportion of the funds necessary for the initial construction of the Supply System on terms acceptable to it, this agreement shall terminate as to such municipality, and the Consulting Engineers shall then make such changes in the plans and specifications as are necessary for the construction of the Supply System serving such municipalities that are able to supply the necessary funds for construction herein called "Participating Municipalities" and such Supply System shall be built for the purpose of serving such municipalities, the cost thereof to be borne and paid by the participating municipalities in the proportion that each will make use thereof on the estimated 1970 and 1985 demand in a manner similar to that above set forth.
2. Even though a municipality cannot secure financing for the proportion of the funds needed by it, such municipality shall grant easements to the participating municipalities proceeding with the construction of a Supply System in any land owned by such municipality and the streets and other public property in such municipality that are necessary to construct the Supply System for the participating municipalities. The participating municipalities shall pay the non-participating municipality the fair market value of any such easements in land owned by the non-participating municipality as shall be determined by a real

¹⁴ Beginning January 1, 2018 and thereafter, 8.12 is not applicable or enforceable.

estate appraiser approved by the three municipalities, but no payment shall be made in respect to easements located in public thoroughfares.

3. If any municipality cannot finance its portion of construction and the other municipalities proceed with construction, the granting of easements as above provided is conditioned on such construction being commenced within two (2) years from the time it is determined that the municipality cannot secure the necessary financing. If such construction is not commenced within said two(2) years, a municipality is not required to grant easements and any granted shall terminate.
4. In the event any municipality cannot secure financing and therefore cannot proceed with the construction of the Supply System, it shall pay its share of expenses incurred under this agreement up to the time it advises the other municipalities and the Consulting Engineers, in writing, that it cannot proceed with construction.

8.13 Partial Participation¹⁵

Since this agreement provides that certain facilities and portions of the Supply System to be initially constructed are to be of a size sufficient to meet the estimated 1985 demand of all three municipalities, if any municipality cannot arrange financing for its entire portion of the Supply System to be initially constructed as provided by this agreement, it may nevertheless deposit, as provided in this agreement, such sum as is necessary to pay for its portion of those facilities which are being initially constructed to meet the estimated 1985 demand, and the contracts shall be modified to provide for the construction only of that portion of the Supply System to meet the estimated 1985 demand, such as, but not limited to intake, raw water wells and raw water mains of those municipalities depositing money to cover the cost of construction to meet estimated 1985 demand, and to meet the estimated 1970 demand of those municipalities depositing money to cover such estimated 1970 demand. Thereafter, any

¹⁵ Beginning January 1, 2018 and thereafter, 8.13 is not applicable or enforceable.

municipality which has paid for only its portion of the facilities being initially constructed to meet the estimated 1985 demand shall construct, prior to receiving any water from the Supply System, and at its sole cost and expense, such additions to the Supply System as are necessary to enable said system to supply it with filtered water.

8.14 Financing Difficulties on Additions¹⁶

If at the time of making any addition to the Supply System, as provided by this agreement, any municipality cannot arrange financing to secure the sums necessary to pay its proportionate cost of such additions on terms acceptable to it, the other municipalities may nevertheless proceed with additions of a capacity for their needs, and the municipality not participating in the construction of such addition shall adopt restrictions which will effectively limit the quantity of water which such municipality receives to that amount to which it is entitled to receive pursuant to 7.01 hereof.

8.15 Ongoing Adjustments to the Capital Allocation Rates

From January 1, 2018 to December 31, 2019, capital expenses shall be apportioned to each member using the rates approved at the January 14, 2015 meeting using the methodology described in 8.09.

Fox Point	18.67%
Glendale	48.17%
Whitefish Bay	33.16%

Beginning January 1, 2020 and thereafter, capital expenses shall be apportioned to each member based on the percentage of water delivered to each member over the previous 5 years. These percentages will be used to apportion capital expenses to each member and shall be referred to as the “capital allocation rates” hereafter.

¹⁶ Beginning January 1, 2018 and thereafter, 8.14 is not applicable or enforceable.

8.15.1 Calculations

The amount of water delivered to a member community in a year is the sum of daily delivery volumes defined in 2.05.9 from January 1st through December 31st. This amount shall be referred to as the “annual volume delivered” hereafter.

On or after January 1st, the Commission shall calculate the volume of water delivered to each member over the previous 5 years. This amount shall be referred to as the “quinquennial volume delivered” hereafter and is equal to the sum of the 5 previous annual volumes delivered.

The current capital allocation rate for each member community is calculated using the following equations.

Glendale Capital Allocation Rate =

$$\frac{\text{Glendale Quinquennial Volume Delivered}}{\text{Sum of Members Quinquennial Volume Delivered.}}$$

Whitefish Bay Capital Allocation Rate =

$$\frac{\text{Whitefish Bay Quinquennial Volume Delivered}}{\text{Sum of Members Quinquennial Volume Delivered.}}$$

Fox Point Capital Allocation Rate =

$$\frac{\text{Fox Point Quinquennial Volume Delivered}}{\text{Sum of Members Quinquennial Volume Delivered.}}$$

8.15.2 Frequency of Calculation

Capital allocation rates shall be calculated once a year and shall be effective from January 1st to December 31st of the current year. If the Commission suspects the calculation is incorrect or meter readings are erroneous, the Commission may recalculate the capital allocation rates and retroactively apply them if unanimously approved.

Article 9. Site

9.01 Intake

The intake from Lake Michigan was constructed in the lake at Klode Park in Whitefish Bay; the raw water well and pump house have been constructed in Klode Park, and a raw water supply pipe installed extending from this pump house through Klode Park, public streets and easements in Whitefish Bay and Glendale to the filtration plant at 400 W Bender Road, Glendale.

9.02 Filter Plant

It is planned that filter beds, pumps and other equipment, main operating plant, and other portions of the Supply System be on approximately eight (8) acres of land to be acquired at the northwest corner of North Port Washington Road and West Bender Road. The municipalities shall negotiate for the acquisition of such land and upon failure to acquire same at an agreed price, shall acquire such land pursuant to 9.03 hereof. Title shall be taken in the name of the municipalities as tenants in common. If such land is acquired prior to establishment of the construction account pursuant to 8.06, each municipality shall forthwith pay its proportion of the acquisition price.

9.03 Condemnation

If it is necessary to acquire any property by condemnation, the municipality in which such property is located shall bring such condemnation action. The other municipalities shall assist herein and shall execute any and all documents necessary or desirable and join in any legal proceedings in necessary or desirable. If the consideration involved in such condemnation is payable prior to establishment of the construction account pursuant to 8.06, each municipality shall provide its portion thereof when due.

9.04 Land Costs

The cost of land, whether the interest is fee simple or easement, and whether acquired by purchase, condemnation or transfer, shall be the consideration paid or the appraisal as the case may be, shall include all costs and expenses relating thereto including attorney fees and shall be considered for the purpose of allocation or imposition of costs as construction for the 1985 demand. Any municipality transferring any interest hereunder shall receive credit for the appraisal value of the transferred interest in its account.

Article 10. Ownership

10.01

The Supply System so constructed, including the easements above referred to and all land acquired for use in connection with such Supply System, will be owned by the municipalities as tenants in common in the ration of cost borne by each.

Article 11. General

11.01 Use of Land

Any of the municipalities may use for other municipal purposes, at its sole cost and expense, any portion of the land acquired for the Supply System and located within its boundaries and not used by such Supply System, and shall cease such use of all or part of said land and restore such land to substantially its original condition if at any time it interferes with the operation of the Supply System, or when additional portions of said land are needed for additions to said Supply System.

11.02 Facilities and Streets

Each of the municipalities shall permit any portion of the Supply System to be located in its streets, highways or other public property providing that the installation and maintenance shall comply with the ordinances, rules and regulations of such municipality; that such streets, highways or other public property shall be restored to substantially the condition they were in prior to the location of the Supply System therein and shall be inspected and approved by the engineer for such municipality after restoration and provided further that no municipality shall have any obligation or remove its structures or the structures of others already in such streets, highways or other public property to enable installation of the Supply System.

11.03 Liability

Any liability for injury or damage incurred or suffered by any person by reason of the construction, operation, maintenance or repair of any facilities of the Supply System when reduced to final judgment, or approved unanimously by the Commission, shall be borne by all the municipalities using the current capital allocation rates as determined by

Section 8.15 as of the date the liability was incurred, regardless of the liability of any one of them. The Commission shall carry public liability insurance in such amounts as it determines to be appropriate pursuant to 4.03(4).

11.04 Whitefish Bay and Fox Point Transmission Mains

Whitefish Bay and Fox Point have distribution systems in use designated for delivery of water by the Milwaukee Water Works. Whitefish Bay introduces water directly into its distribution system at the point of delivery from the Milwaukee transmission main. Fox Point transmits water through Glendale in a transmission main owned and operated by it and referred to hereafter in Article 11.05 hereof in connection with its distribution system.

The pumping station to be built and operated pursuant to this agreement will be located in Glendale. The Glendale distribution system will be designed for delivery at or near such pumping station with no special cost related thereto. As to Fox Point and Whitefish Bay, certain special costs will be imposed because of the characteristics of the existing distribution systems necessarily related to the present source of supply. In the case of Fox Point, water will have to be transmitted in the quantities and at the pressures provided herein from the pumping station to a point of practical connection with the existing Fox Point distribution system at or near the point where water is now introduced into the Fox Point system from the Fox Point transmission main. In the case of Whitefish Bay, the existing distribution system is designed for delivery at the southwest corner of the municipality whereas the said pumping station is nearest to the northwest corner, and water from the said pumping station will have to be transmitted in the quantities and at the pressures herein specified from the said pumping station to such a point within Whitefish Bay as to enable full utilization to the greatest extent reasonable of the existing distribution system.

Accordingly, there shall be included as a part of the facilities to be constructed hereunder a transmission main from said pumping station to such a point at the boundary or within Fox Point at or near the point of present connection of the said Fox Point transmission main with the existing distribution system and of such a size and length as recommended by the Consulting Engineers as will enable connection with the existing Fox Point distribution system and a transmission main from said pumping station to such a point within Whitefish Bay and of such a size of sizes and length as recommended by the Consulting Engineers as will enable efficient use of the existing distribution system; providing, however, that the total amount to be expended for both transmission mains under the terms of this agreement shall not exceed \$300,000.00. The costs of such transmission mains shall be apportioned as 1985 facilities. After construction, each such transmission main shall be owned, operated and maintained by the municipality that it serves.

11.05 North Port Washington Road and Interconnecting Mains

The 16" main in North Port Washington Road in Glendale, formerly owned by Fox Point, has been purchased by Glendale and Whitefish Bay and is now owned by them as follows:

The portion of said 16-inch main lying in the right-of-way of North Port Washington Road from West Henry Clay Street on the south to West Bender Road on the north is owned by Glendale and Whitefish Bay, as tenants in common, each having a one-half interest therein.

The portion of said 16-inch water main lying in the right-of-way of North Port Washington Road from the meter pit immediately north of the West Hampton Avenue on the south to the West Henry Clay Street on the north, and that portion of said main lying in the right-of-way of North Port Washington Road from West

Bender Road on the south to approximately the Chicago & Northwestern Railroad right-of-way on the north is now owned solely by Glendale.

In respect to that portion of said main owned by Whitefish Bay and Glendale, as tenants in common, each shall have the right to one-half the capacity of such main, providing that Whitefish Bay shall only have the right to use the same for transmission. The maintenance of such portion of said 16-inch main shall be provided by Glendale and Whitefish Bay shall reimburse Glendale upon billing for one-half of any expenses incurred therein. If such portion of the main is inadequate for delivery requirements, the capacity shall be increased by replacement or duplication or by other agreed means, whereupon there shall be made an apportionment of the cost of increasing capacity, based on the estimated maximum demands of each municipality. When capacity is so increased an adjustment of the original acquisition cost shall be made. Such adjustment shall be accomplished on the basis of the experienced maximum demand of each municipality, and the municipality whose experienced maximum demand is less than one-half of the aggregate experienced maximum demand upon such portion of main shall receive credit toward the cost of increasing capacity to the extent of such difference.

An interconnecting main has been built in West Henry Clay Street from the above referred to 16-inch main to the distribution system of Whitefish Bay. Glendale has paid that portion of the cost of installation of said main which Glendale would have incurred had the main been solely an 8-inch distribution main for Glendale. The balance of the cost of the installation of said main and of the placing of a two-way meter at approximately the boundary line between Glendale and Whitefish Bay has been paid for as part of the cost of construction of the new Water Supply System. Glendale and Whitefish Bay are each considered the owner of that portion of such interconnecting main which lies within the borders of the respective municipality, and each such municipality assumes the obligation of maintenance and repair and replacement, when

necessary, of such portion of main. The two-way meter is considered a facility of the new Water Supply System; its maintenance, repair and replacement, when necessary, to be borne as an expense of said system.

An interconnecting main has been built in Green Tree Road connecting the distribution system of Glendale and that Distribution system of Fox Point. Glendale has paid that portion of the cost of installation of said main which Glendale would have incurred had the main been solely an 8-inch distribution main for Glendale. The balance of the cost of the installation of said main and of the placing of a two-way meter at approximately the boundary line between Glendale and Fox Point has been paid for as part of the cost of construction of the new Water Supply System. Glendale and Fox Point are each considered the owner of that portion of such interconnecting main which lies within the borders of the respective municipality, and each such municipality assumes the obligation of maintenance and repair and replacement, when necessary, of such portion of main. The two-way meter is considered a facility of the new Water Supply System; its maintenance, repair and replacement, when necessary, to be borne as an expense of said system.

The deliveries of water to each of the parties hereto as measured by the meters installed pursuant to Section 2.05 of the above referred to agreement shall be adjusted in accordance with the readings of the meters in the above referred to interconnecting mains.

Payment for the 16-inch main lying in the right-of-way of North Port Washington Road and for each of the interconnecting mains, as above set forth, is hereby acknowledged and approved.

Whitefish Bay shall have the right, for purposes of transmission, to construct interconnecting mains between the said North Port Washington Road main and its

distribution system at locations to be selected by it. Glendale shall grant Whitefish Bay easements in public thoroughfares for this purpose. Glendale shall have the right to use the interconnecting mains for transmission or distribution purposes, in which case it shall, upon effecting a connection thereto, pay as its share of construction costs that proportion of the total capacity of any particular interconnecting main as Glendale makes use of on the day of maximum use by Glendale consumers served therefrom, as estimated by the Consulting Engineers.

Article 12. Mediation

12.01

Whenever there is a disagreement between any one or more of the member municipalities as to the interpretation or application of the provisions of this agreement, or any other matter which if unresolved by the members of the Commission could result in litigation, the member municipalities shall submit the matter to nonbinding mediation. No party may commence litigation with respect to such dispute unless and until the requirement for mediation has been met in good faith. The parties shall select a single mediator, which mediator shall be an attorney licensed to practice in the State of Wisconsin, and which mediator shall have experience in both municipal law and matters relating to the operation of public utilities. The expenses of such mediation shall be split evenly between the parties. If the members cannot agree upon an individual mediator, the members of the commission shall request that the municipal attorneys for the member communities having a dispute shall select a mediator. In the event neither the Commission members nor the municipal attorneys can agree upon a mediator, requests shall be made of the Chief Judge of the Circuit Court for Milwaukee County to select a mediator. In the event mediation shall fail to resolve such dispute, an aggrieved party may then, and only thereafter, file litigation regarding the dispute.

Article 13. Dissolution

13.01

No detachment or dissolution of any municipality nor consolidation with any other municipality shall affect the rights, duties, obligations and liabilities hereunder, but the same shall continue as the rights, duties, obligations and liabilities of the water utilities and any governmental unit acquiring jurisdiction over the area now in a municipality a party hereto shall succeed to and be bound by the provisions of this agreement in respect to such area.

Article 14. Amendment

14.01

So long as any revenue bonds issued by any municipality based on the water revenues of such municipality are outstanding,

1. This agreement cannot be terminated, altered, or amended to the detriment of such revenue bondholders, without the written consent of the holders of two-thirds in amount of such bondholders (exclusive of ownership of any municipal party to this agreement) or the trustees of the same.
2. The Supply System may be inspected by engineers or other authorized representatives of the bond trustee or of any holder or holders of twenty per cent (20%) or more of any issue of revenue bonds.

Beginning January 1, 2018 and thereafter, the municipalities may, at any time, amend the agreement if approved by each governing body.

Article 15. Prompt Construction

15.01

Each of the municipalities covenants that once the funds for construction have been deposited in the construction account, as above provided, it will use its best efforts to promptly and efficiently complete the construction and have the Supply System in operation.

IN WITNESS WHEREOF, this Restated and Revised Agreement for Water Supply System has been executed by the respective Municipalities, being duly authorized by the governing body of each Municipality. It shall be effective upon the date of its execution by the last of the three Municipalities set forth below.

Village of Whitefish Bay

____ Julie Siegel, Village President
____ Jennifer Amerell, Village Clerk
____ Date

Village of Fox Point

____ Douglas Frazer, Village President
____ Kelly Meyer, Village Clerk
____ Date

City of Glendale

____ Bryan Kennedy, Mayor
____ Karen Couillard, City Clerk
____ Date

Approved as to Form

____ Municipal Attorney, Chris Jaekels
____ Municipal Attorney, Eric Larson
____ Municipal Attorney, John Fuchs

EXHIBIT "A"

RECOMMENDATIONS OF CONSOER-TOWNSEND & ASSOCIATES CONSULTING ENGINEERS

October 21, 1957

Village of Whitefish Bay, Wisconsin

Village of Fox Point, Wisconsin

City of Glendale, Wisconsin

In general the water supply facilities recommended will consist of the following described facilities.

- A. Lake Intake and Crib. 36" diameter intake line 4,500 feet long providing a maximum capacity of 28 M. G. D.
- B. Lake Intake Well and Pumping Station. Well to be 30 feet in diameter by 40 feet deep equipped with raw water screens and vertical type pumping units. Total installed capacity of raw water pumping units to be 22 M. G. D.
- C. Raw Water Pump Discharge Line. Line to be 30" in diameter and 7,500 feet long providing a maximum capacity of 24. O M. G. D.
- D. Filtration Plant and Pumping Station. Filtration plant to have a nominal capacity of 12. O M. G. D. (maximum capacity 16 M. G. D.) with 4.5 million gallon capacity filtered water reservoir. High pressure pumping facility to have a total installed capacity of 36. O M. G. D.
- E. Transmission Mains. Transmission mains sized to transmit expected maximum hourly requirement of the respective municipalities to their distribution system.

LAKE MICHIGAN WATER SUPPLY
WHITEFISH BAY, FOX POINT, AND GLENDALE, WISCONSIN

ESTIMATED PROJECT COSTS

SEPTEMBER , 1957

WATER SUPPLY FACILITIES FOR YEAR, 1970

1. Filtration Plant and Water Pump Station	
(Filtration Plant Maximum Capacity 16 M.G.D. Filtered	
Water Pumping Station Maximum Capacity 36 M.G.D.)	\$1,530,000
Possible Price Rise	110,000
Construction Contingencies	80,000

Total Estimated Construction Cost	\$1,720,000
Legal, Administrative, Engineering and Lan	255,000
Interest During Construction	185,000

Sub-Total Estimated Project Cost for Year 1970 Items	\$2,160,000

WATER SUPPLY FACILITIES FOR ULTIMATE YEAR, 1985

2. 36" Diameter Intake Line (45.00 Feet Long) and	
3. Crib (Ultimate Capacity 28 M.G.D)	\$470,000
4. Lake Shore Intake Well and Raw Water Pumping Station	\$160,000
5. 30" Raw Water Transmission Line (7,500 Feet Long)	\$230,000
6. Filtered Water Transmission Lines	\$300,000
Possible Price Rise	\$125,000
Construction Contingencies	\$90,000

Total Estimated Construction Cost	\$1,870,000

Legal, Administrative, Engineering and Land	272,000
Interest During Construction	198,000

Sub-Total Estimated Project Cost for Ultimate Items	\$2,340,000

TOTAL ESTIMATED PROJECT	\$4,500,000
	=====

About the year 1970 it will be necessary, if forecast water usage is realized, to construct enlargements at the water filtration plant and pumping facilities to supply the expected increased demands beyond that date. It is estimated that these extensions at today's price level will result in a Project Cost of \$600,000.

LAKE MICHIGAN WATER SUPPLY ALLOCATION OF INITIAL PROJECT COST

A. Whitefish Bay	
47% of 1970 Construction X \$2,160,000 =	\$1,015,200
42% of 1985 Construction X \$2,340,000 =	982,800

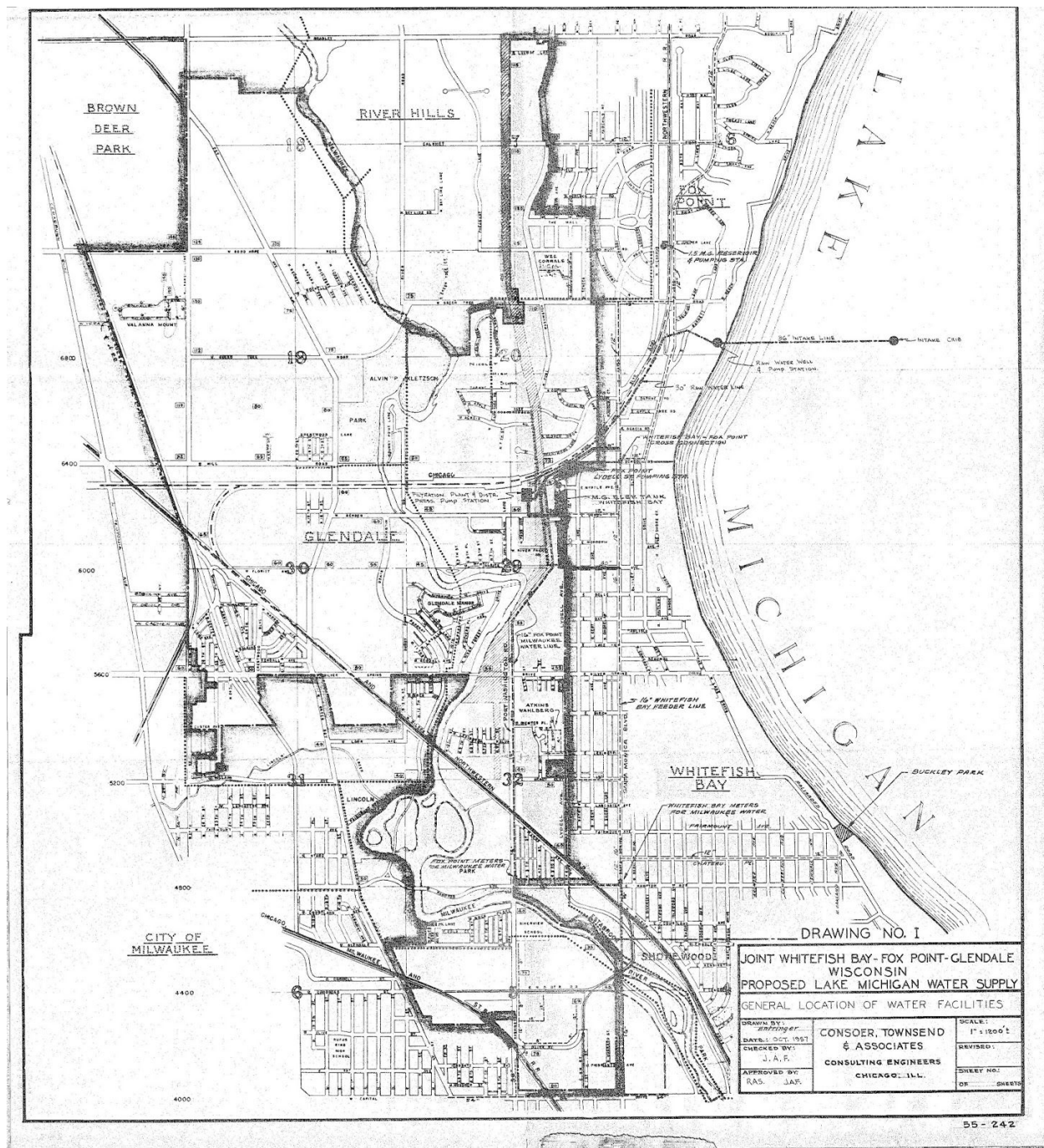
TOTAL WHITEFISH BAY	\$1,998,000
B. Fox Point	
28% of 1970 Construction X \$2,160,000 =	\$604,800
30% of 1985 Construction X \$2,340,000 =	702,000

TOTAL FOX POINT	\$1,306,800
C. Glendale	
25% of 1970 Construction X \$2,160,000 =	\$540,000
28% of 1985 Construction X \$2,340,000 =	655,200

TOTAL GLENDALE	\$1,195,200
	=====
TOTAL ALL THREE (3) MUNICIPALITIES	\$4,500,000

EXHIBIT "B"

Proposed Location of Water Facilities - Drawing No. I



Map of Milwaukee County, Wisconsin



NORTH SHORE WATER COMMISSION

WATER FILTRATION PLANT

• 400 W. BENDER ROAD

• GLENDALE, WI 53217

PHONE: (414) 963-0160

FAX: (414) 967-5142

Example Calculations of Capital Allocation Rates

North Shore Water Commission

Eric Kiefer

July 17, 2017

Background

At the request of Attorney Fuchs, Attorney Jaekels, and Attorney Larson, this memo was written to provide example calculations of capital allocation rates described in Article 8.15.1 of the proposed Revised and Restated Agreement for Water Supply System.

Example Calculations

Let's assume the following annual delivery volumes to each member from 2015 through 2019. Please note, these values are being used for illustrative purposes only and do not represent the actual delivery volumes for the respective years used in this example.

Annual Volume Delivered to Each Member (MG)

<u>Year</u>	<u>Fox Point</u>	<u>Glendale</u>	<u>Whitefish Bay</u>	<u>Total</u>
2015	248.237	720.474	444.521	1413.232
2016	218.571	637.167	404.085	1259.823
2017	215.029	702.992	364.047	1282.068
2018	199.230	657.434	361.850	1218.514
2019	209.107	622.111	379.132	1210.350

Quinquennial Volume Delivered to Each Member(MG)

<u>5-Year Period</u>	<u>Fox Point</u>	<u>Glendale</u>	<u>Whitefish Bay</u>	<u>Total</u>
2015 - 2019	1090.174	3340.178	1953.635	6383.987

Using the quinquennial data, the capital allocation rates are then calculated for each member community effective January 1 through December 31 of 2020.

2020 Capital Allocation Rate for Fox Point

$$1090.174 \div 6383.987 = 0.1708 = 17.08\%$$

2020 Capital Allocation Rate for Glendale

$$3340.178 \div 6383.987 = 0.5232 = 52.32\%$$

2020 Capital Allocation Rate for Whitefish Bay

$$1953.635 \div 6383.987 = 0.3060 = 30.60\%$$

Conditional Use Order

AMENDED

WHEREAS, an application has been filed by All Around Sports Fitness, LLC. (hereinafter "Applicant"); and

WHEREAS, the Applicant is requesting that a conditional use permit be granted pursuant to the Zoning Ordinance of the Village of Fox Point for land described as 8050 North Port Washington Road, Fox Point, Wisconsin, as further described on Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property").

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 is restricted to sale of services for personal training, daily fitness workouts with facility equipment and personal health consultation. Hours of operation are Monday through Friday from 8:00 a.m. until ~~12:00~~ 9:00 p.m.; Saturday from ~~5:00~~9:00 a.m. ~~p.m.~~ until 29:00 p.m. ~~and 5:00 p.m. until 9:00 p.m.~~; and ~~closed Sundays from 12:00 p.m. until 5:00 p.m.~~ Sundays.
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 and Owner Agreement. As a condition precedent to the issuance of the conditional use permit, the owner of the Subject Property shall approve the issuance of this conditional use permit upon the terms and conditions described herein in writing, and the Applicant is required to accept the terms and conditions of the same in its entirety in writing.
5. Other Uses Prohibited. Any use 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.
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 (a) without separate approval in the limited circumstances described in Section 14.19(11) of the Village Code; or (b) by the Village Board upon receipt of a recommendation from the Plan Commission 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, the more restrictive provision shall be controlling as determined by the Plan Commission.
13. Prior Conditional Use Permits Terminated. Unless stated otherwise herein or in the documents incorporated herein, all conditional use permits previously granted for the Subject Property, if any, shall be automatically terminated without further action of the Village Board immediately following full satisfaction of all conditions precedent to this conditional use order taking effect.
14. 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 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.
15. Payment of Taxes and Charges. Any unpaid bills owed to the Village by the Subject Property Owner 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; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also 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.
16. 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.
17. 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.

Signed this ____ day of September, 2017, *nunc pro tunc* the 12th day of September, 2017.

BY THE FOX POINT VILLAGE BOARD:

Douglas H. Frazer, Village President

Attest:

Kelly A. Meyer, WCMC, Village Clerk/Treasurer

APPROVAL

I hereby approve the issuance of this Conditional Use Permit to the Applicant on the terms and conditions described herein.

Dated this _____ day of _____, 2017.

SUBJECT PROPERTY OWNER

By: _____
Authorized Signatory

Title: _____

ACCEPTANCE

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

Dated this _____ day of _____, 2017.

APPLICANT:

By: _____
Authorized Signatory

Title: _____

APPLICATION FOR CONDITIONAL USE PERMIT

This application must be fully completed to be considered by the Village. A \$300.00 fee (non-refundable) must accompany this application.

Section I

Name of Business: All Around Sports Fitness LLC

Fox Point Business Address: 8050 N. Port Washington Road

Local Telephone Number: 414-349-5113

Email Address: shannon@aaasportsfitness.com

Contact Person: Shannon Johnson

Name of Former Tenant (if known): ~~AB Data~~ AB Data

Section II: If the business is a corporation, please complete the following section. If not, skip to the next section.

Legal name of the Corporation: All Around Sports Fitness LLC

Address of the Corporate Headquarters: 2935 N. 39th Street, Milwaukee, WI 53210

Telephone Number of Corporate Headquarters: 414-349-5113

Email Address for Corporate Headquarters: shannon@aaasportsfitness.com

Names and addresses of all Corporate Officers: Manager: Shannon Johnson

President: Shannon Johnson

Name and address of the Corporate Agent: Shannon Johnson

2935 N. 39th Street, Milwaukee, WI 53210

Section III: If the applicant(s) is an individual or partnership, please complete the following section.

Names, home and business addresses and home and business telephone numbers of all Applicants

Shannon Johnson	Business Address
2935 N 39th St.	And
Milwaukee, WI 53210	Home Address
414-349-5113	

Names, addresses and phone numbers of all owners if different from Applicant: None

Section IV: All applicants must complete the remaining section.

Applicant's specific interest in site: To provide fitness services
(Personal Training), to clients.

Square footage of site: 800

Describe site and attach plan: See directions for the Conditional Use Permit. The site plan must include a layout of the inside of the store. _____

Describe in detail the business activity that will take place on site, including products and services:

Clients will receive personal training,
fitness workouts on a daily basis. They will use
the facility and also the equipment. Also provide
consultation on personal health.

VILLAGE OF FOX POINT
APPLICATION FOR CONDITIONAL USE PERMIT

PAGE 5

Describe all owned fixtures, furniture, and equipment to be used on site: Dumbbells, Barbells,
Boxing Mitts, boxing equipment, squat racks, bench racks,
Inflatable bodyballs, Bosuballs, Toballs, ^{Rubber} tubing, Bands,
Ab wheels, Yoga matts, office desk, Laptop Computer, Printer

Describe all leased fixtures, furniture, and equipment to be used on site: N/A

Number of actual or anticipated employees: ~~0~~ 3

Number of parking spaces to be used by business (employees and customers/clients): 20

Proposed days and hours of operation: MON-FRI: 8A-12p and 5p-9p
Saturdays: 9AM-2PM Sundays: closed

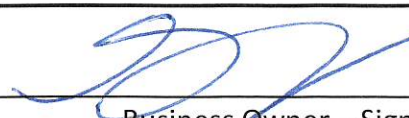
Describe any alterations planned for the site: None

If there are alterations, what is the estimated cost of the renovation? NA

Person responsible for obtaining a building permit (if required):

~~Shannon Johnson~~ Shannon Johnson

Proposed date of occupancy: 8/21/2017


Business Owner – Signature

8/18/2017
Date

Shannon Johnson
Business Owner – PRINTED Name

TO BE COMPLETED BY THE VILLAGE OF FOX POINT

Has sufficient site plan been submitted? (If not, what is needed?) _____

What is the category of proposed use? Physical Health Studio @ 8/24/17

Does the parking meet code requirements? YES - THERE ARE AT LEAST 5 PARKING SPACES
PER 1,000 SF & THE PROPOSAL IS TO USE
800 SF 08/24/17 - STB

Is there proper exterior lighting? NOT SHOWN BUT IT IS AN EXISTING FACILITY & IS
PRESUMED TO BE MET. 08/24/17 STB

Are there any existing code violations? No, @ 8/22/17

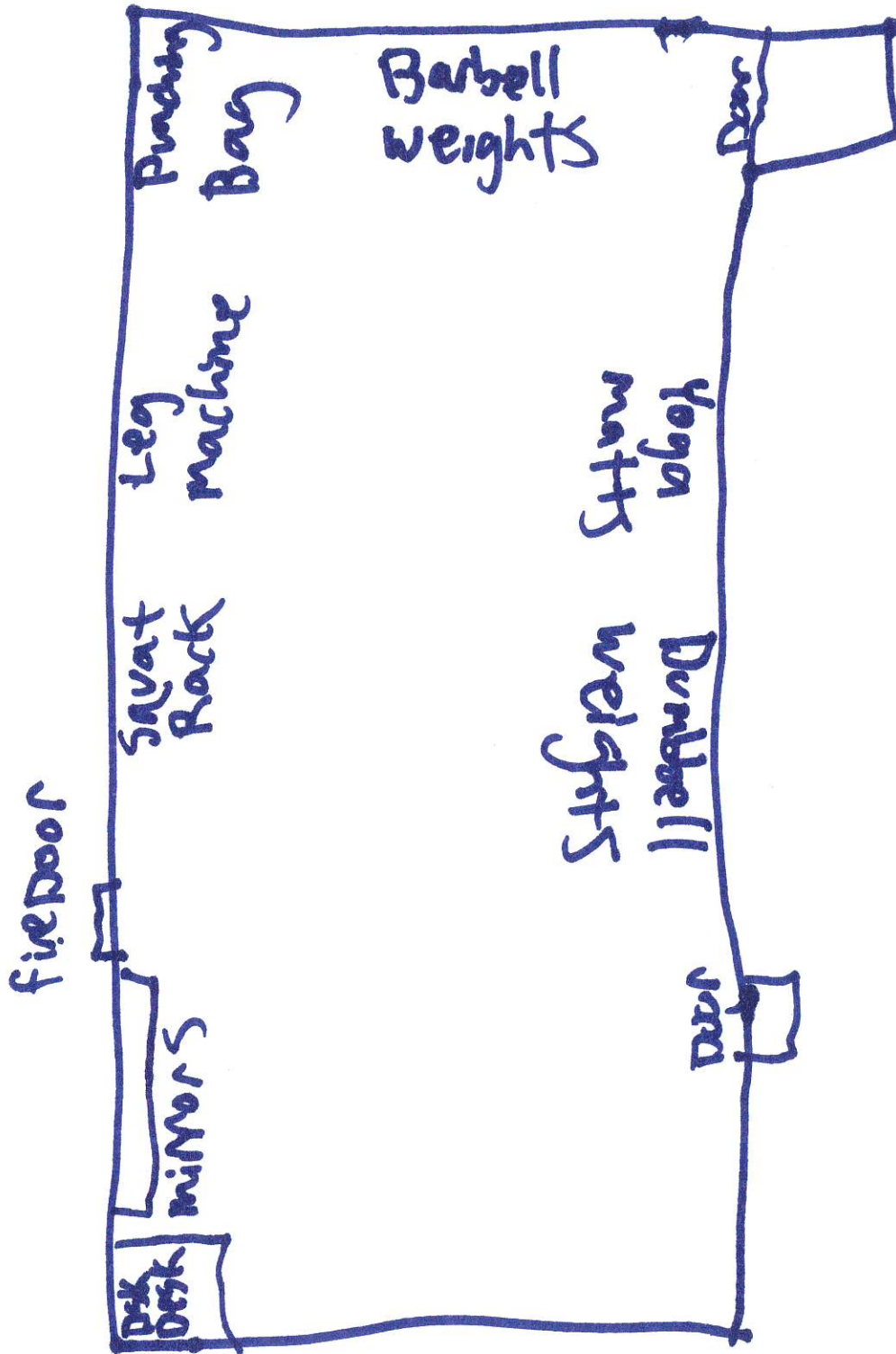
Additional Comments? _____

Letter of Consent received from owner? _____

Comments/Date

Date application/materials received: Aug. 22, 2017

Fee Paid: \$ 300.00 Receipt No. 1-053295



Port Wash Rd.

INSPECTION DEPARTMENT
VILLAGE OF FOX POINT
7200 North Santa Monica Blvd.
Milwaukee, Wisconsin 53217

APPLICATION FOR CERTIFICATE OF OCCUPANCY

No. Date June 13, 2017

Address 8050 North Port Washington Rd Fox Point, Wisconsin

Type of Occupancy ... Physical Health Studio

Type of Former Occupancy... Office

Owner of Building Nozarc Development Group LLP

Building Owner's Address 600 AB Data Drive Milwaukee WI
(Street) (City)

Building Owner's Telephone No. 414-961-6400

Name of Business or Firm... All Around Sports Fitness LLC

Location of Business or Firm in Building... 1st Floor - North Section

Telephone No. of Business or Firm... 414-349-5113

Maximum Number of Employees — Male 3 Female 3

Former Address of Business or Firm... 6270 N. Port Washington Rd.
Barnett

Business or Firm Owner's Name.....

Owner's Residence Address... 8575 W. Forest Home Ave. Ste 40, Greenfield, WI 53228
(Street) (City)

Owner's Residential Telephone No. 414-840-6667, or 414-425-8700

If certificate of occupancy will not be issued unless repairs or alterations are performed, they will be made by:

Applicant ☒ Owner ☐ Occupant ☒ Other ☐

[Signature]
Applicant's Signature

.....
Approved Date Fee Permit Issued

Scott Miller, Building Inspector
Village of Fox Point
7200 North Santa Monica Blvd
Fox Point 53217-3505

Re: Tax Key #060-0005
8050 North Port Washington Road
Fox Point WI 53217

Dear Mr. Miller,

This is to confirm that Nozarc Development Group, LLP, a Wisconsin Limited Liability Partnership is owner and landlord of the property at 8050 North Port Washington Rd. Fox Point, WI and that Shannon Johnson, President of All Around Sports/Fitness LLC, has leased an 800 sq ft section of the building.

Please let me know if there is anything else we should be submitting.

Regards,

Bruce Arbit
Partner

Nozarc Development Group, LLP

600 A B Data Drive – Milwaukee Wisconsin 53217 – Phone 414-961-6388

June 12, 2017

Scott Miller, Building Inspector
Village of Fox Point
7200 North Santa Monica Blvd
Fox Point 53217-3505

Re: Tax Key #060-0005
8050 North Port Washington Road
Fox Point WI 53217

Dear Mr. Miller,

This is to confirm that Nozarc Development Group, LLP, a Wisconsin Limited Liability Partnership is owner and landlord of the property at 8050 North Port Washington Rd. Fox Point, WI and that Shannon Johnson, President of All Around Sports/Fitness LLC, has leased an 800 sq ft section of the building.

Please let me know if there is anything else we should be submitting.

Regards,



Bruce Arbit
Partner

A.B. DATA, LTD.

600 A.B. Data Drive | Milwaukee, WI 53217
o: 414-961-6400 f: 414-961-6410



August 22, 2017

Mr. Michael Pedersen
Assistant Village Manager
Village of Fox Point
7200 N. Santa Monica Blvd.
Fox Point, WI 53217

Dear Mike,

Enclosed are the original signed documents regarding the property at 8050 N. Port Washington Road. They were also emailed to Kelly Meyer yesterday.

If there is anything else that is needed, please don't hesitate to contact Bruce Arbit at 414-961-6401.

Sincerely,

A handwritten signature in blue ink that reads 'Becky Rammes'.

Becky Rammes
Executive Assistant

enc

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

NOTICE

PLEASE BE ADVISED: Chapter 67, Article III of the Village of Fox Point Village Code is attached hereto and incorporated herein. Pursuant to this Ordinance, the Village of Fox Point Village Board has determined that whenever the services of the Village Attorney, Village Engineer, Village Forester or any other of the Village's professional staff (internal or independently contracted) results in a charge to the Village for that professional's time and services and such service is not a service supplied to the Village as a whole, the Village Treasurer shall charge the property owner for the fees incurred by the Village. Also be advised that pursuant to the Village of Fox Point Municipal Code certain other fees, costs and charges are the responsibility of the property owner making application to the Village.

I, the undersigned, have been advised that, pursuant to the Village Fox Point Village Code, if the Village Attorney, Village Engineer, Village Forester or any other Village professional (internal or independently contracted) provides services to the Village as a result of my activities, whether at my request or at the request of the Village, I shall be responsible for the fees incurred by the Village. Also I have been advised that pursuant to the Village of Fox Point Village code certain other fees, costs and charges are my responsibility.

Dated this 21 st day of August, 2017.



Signature of Property Owner

Bruce A. Arbit

Name of Property Owner - PRINTED

Mailing Address of Property Owner:

600 A B Data Dr, Milwaukee, WI 53217

Tax Key No. of Property:

060-0005-000

Address of Property:

8050 N. Port Washington Rd

Fox Point, WI 53217

For Village Use Only:

- ☐ Original kept on file with Village Clerk.
- ☐ Copy provided to Property Owner.

Signature: _____

VILLAGE OF FOX POINT
7200 N. SANTA MONICA BLVD
FOX POINT WI 53217

414-351-8900

Receipt No: 1.053295

Aug 22, 2017

8050 N PORT WASHINGTON RD

Previous Balance:	.00
LICENSES & PERMITS - CONDITIONAL USE PERMIT	300.00
24-44550 CONDITIONAL USE PERMIT	
Total:	300.00
CHECK	300.00
Check No: 10778699029	
Payor: SHANNON JOHNSON	
Total Applied:	300.00
Change Tendered:	.00

08/22/2017 1:27 PM



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 Board

FROM: Michael Pedersen, Assistant Village Manager 

THROUGH: Scott Botcher, Village Manager 

DATE: September 5, 2017

RE: Use of Village Streets – Badgerland Striders Lakefront Marathon

Background and Overview

Badgerland Striders has requested a permit to use Village streets for the Milwaukee Lakefront Marathon on Sunday, October 1, 2017 as requested in the attached letter from Dave Fiegel, including the placement of portable toilets.

Analysis

Badgerland Striders has paid both the \$150 permit fee and the \$1,533.75 estimated by the Police Department to be the cost for additional staffing.

Badgerland Striders has provided an appropriate Certificate of Liability Insurance.

Recommendation

Staff recommends the Village Board approve the permit to use Village streets for the Milwaukee Lakefront Marathon on Sunday, October 1, 2017, including the placement of portable toilets.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

August 28, 2017

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

David Fiegel
Badgerland Striders
Lakefront Marathon
3552 S 159th Street
New Berlin, WI 53151

COPY

Dear Mr.Fiegel:

The Village of Fox Point Ordinance requires a permit for any event using Village streets. The permit fee is \$150. The ordinance also requires a payment to cover actual costs to the Village for the event. We estimate this event will require the services of the following departments at the estimated costs:

Department	ESTIMATED HOURS	COST/HOUR	TOTAL COST
Auxiliary Officer	16	7.95	\$127.20
Sergeant			
Patrol Officer	24.5	\$57.41	\$1,406.55
Use of Street Permit			\$150.00
Total Cost			\$1,683.75

Please send a check in the amount of \$1,683.75 to cover the permit fee and the estimated costs.

The Village also requires that the applicant for such an event provide notice to all of the residents and businesses that will be impacted by the event. Notification must be sent no later than ten days prior to the event. The Village will make available a list of addresses to which notification should be provided. Please note that a new list must be obtained from the Village each year, as it may change from prior years. This list can be supplied in the following formats: paper copies, labels, or Excel spreadsheet. There may be additional costs depending on the format chosen. Please contact me to coordinate this process.

The ordinance also requires that an insurance rider acceptable in form to the Village Attorney be provided and the Village be named as an additional insured on the application waiver. This has already been sent in, so no need to send in a duplicate copy.

Approval by the Village Board will be placed on the next agenda following receipt of the above mentioned items. The Village Board meets on the second Tuesday of the month. All materials must be received by 12:00 noon on the Monday the week prior to the Tuesday meeting. Should you have any question, please do not hesitate to contact me at mpedersen@villageoffoxpoint.com or (414) 351-8900.

Sincerely,

Michael Pedersen
Assistant Village Manager

MILWAUKEE LAKEFRONT MARATHON



August 17 2017

Michael Pederson
Village of Fox Point
7200 N Santa Monica Blvd
Fox Point, WI 53217

Hello Michael,

The Badgerland Striders will host the 37th annual Milwaukee Lakefront Marathon on Sunday, Oct 1, 2017. The race will begin in Grafton at 7:30 AM and will continue south to Veterans Park in Milwaukee. A copy of the course map through Fox Point is attached. There will be approximately 2500 runners.

We are seeking permission to use one lane of roadway in Fox Point. We would appreciate police department assistance at major intersections as has been provided in past years. Volunteers from Badgerland Striders will serve as sentries along the course to direct runners. Assuming permission is granted, we will provide an insurance certificate for \$2,000,000 to be mailed to your office that protects your community and its employees. That certificate has already been requested and should be sent to your attention within the next few work days. Also, as discussed, we will seek permission from selected Fox Point residents to allow property use to place event signage shortly before the event.

Attached is a current map of the marathon course through Fox Point. It is unchanged from last year. There is a location marked for a volunteer-manned water station and portable toilets.

Your letter granting permission should be sent to my attention at:

Dave Fiegel
3552 S 159th St
New Berlin, WI 53151

Thanks you for your cooperation.

Sincerely,

Dave Fiegel
Milwaukee Lakefront Marathon community relations director

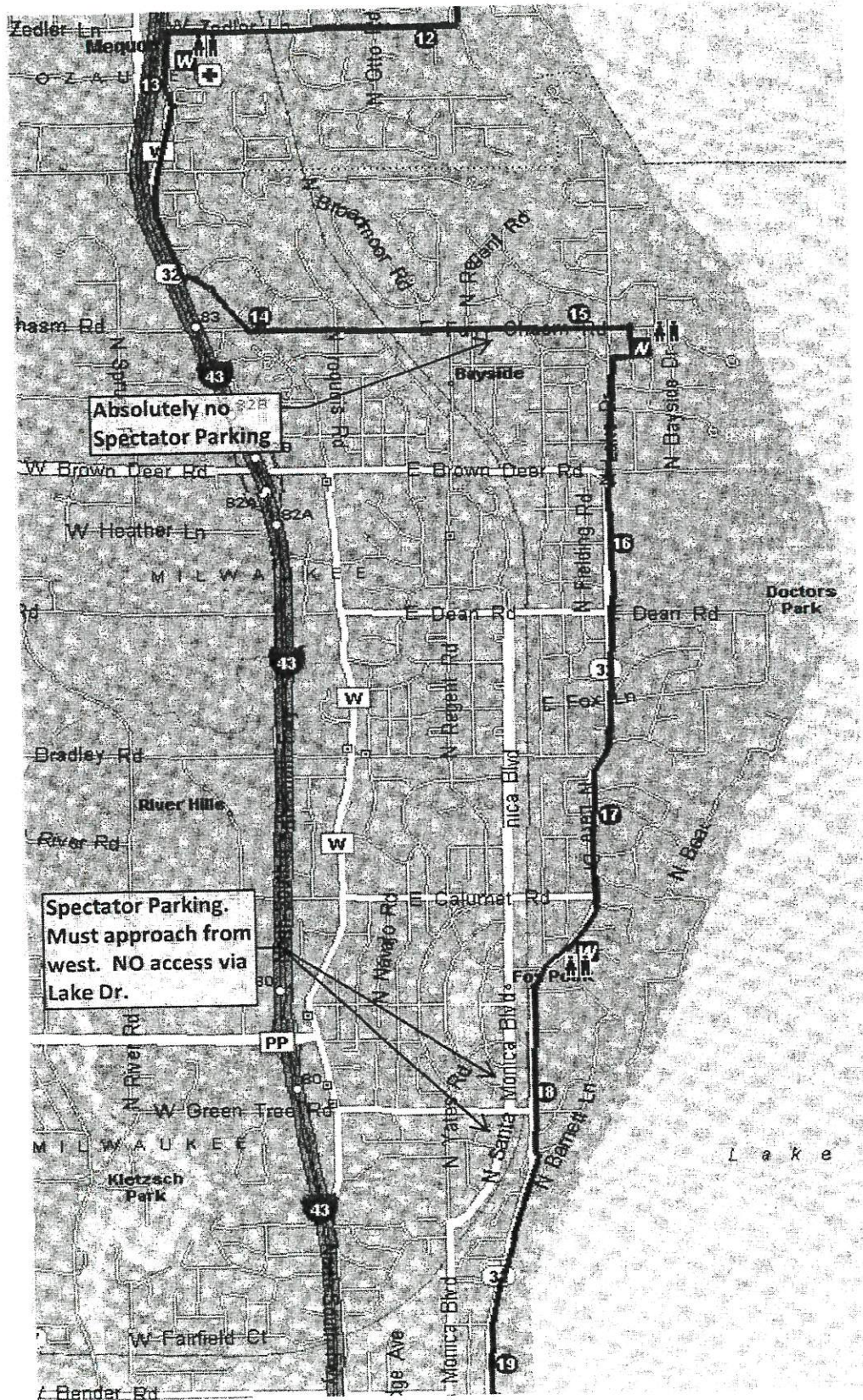


Badgerland Striders
12650 Arden Place
Butler, WI 53007
www.badgerlandstriders.org





2012 Lakefront Marathon



**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
8/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825		CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 467-5690 FAX (A/C, No): (260) 467-5691 E-MAIL ADDRESS: margaret.mayers@starfinancial.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A National Casualty Company	11991
INSURED Road Runners Club of America/2017 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		INSURER B Nationwide Life Insurance Co.	66869
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2017 \$2M A.I.**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			KRO0000006655400	12/31/2016 12:01 AM	12/31/2017 12:01 AM	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ Legal Liability to Participant \$2,000,000						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 2,000,000
				Abuse & Molestation			GENERAL AGGREGATE \$ Unlimited
				Aggregate \$5,000,000			PRODUCTS - COMP/OP AGG \$ 2,000,000
							Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY			KRO0000006655400	12/31/2016 12:01 AM	12/31/2017 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				OTH-ER
			N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			SPX0000027889600	12/31/2016 12:01 AM	12/31/2017 12:01 AM	Excess Medical \$10,000
							AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 10/01/17 Milwaukee Lakefront Marathon INSURED RRCA CLUB/EVENT MEMBER: Badgerland Striders, Inc., Att'n: Dave Fiegel, 12650 W. Arden Place, Butler, WI 53007

CERTIFICATE HOLDER**CANCELLATION**

10/01/17 Village of Fox Point
7200 N. Santa Monica Blvd.
Fox Point, WI 53217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry Diller/MMA

Terry R. Diller, CPCU

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VILLAGE OF FOX POINT
7200 N. SANTA MONICA BLVD
FOX POINT WI 53217

414-351-8900

Receipt No: 5.001175

Sep 5, 2017

LAKEFRONT MARATHON

Previous Balance:	.00
MISCELLANEOUS - SPECIAL EVENTS	1,683.75
10-44585 SPECIAL EVENT PERMIT	
Total:	1,683.75
CHECK	1,683.75
Check No: 2156	
Payor: BADGERLAND STRIDERS, INC	
Total Applied:	1,683.75
Change Tendered:	.00

09/05/2017 10:27 AM



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 Board

From: Village Manager Scott Botcher *SAB*

cc: Kelly Meyer

Date: September 6, 2017

Re: FY 2018, 2019, 2020 Audit engagement

The Village's agreement with Baker Tilly expires at the end of 2017. As I believe our audit services to be outstanding and expenses for these audit services to be fair and in line with other municipalities with similar needs, I spoke to Baker Tilly about extending our agreement for fiscal years 2018, 2019, 2020 with fixed fees reflecting an acceptable level of increase over those years. (2%)

In your packet is the documentation to extend this agreement. There is no change in services to be provided. I would recommend approval as part of the consent agenda.

Thank you.



Baker Tilly Virchow Krause, LLP
777 E Wisconsin Ave, 32nd Floor
Milwaukee, WI 53202-5313
tel 414 777 5500
fax 414 777 5555
bakertilly.com

July 26, 2017

Mr. Scott Botcher
Village of Fox Point
7200 N. Santa Monica Blvd.
Fox Point, Wisconsin 53217

Dear Mr. Botcher:

Thank you for using Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "we" or "our") as your auditors.

The purpose of this letter (the "Engagement Letter") is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the Village of Fox Point ("you" or "your").

Services and Related Report

We will audit the basic financial statements of the Village of Fox Point as of and for the years ended December 31, 2018, 2019 and 2020, and the related notes to the financial statements. Upon completion of our audit, we will provide the Village of Fox Point with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the Village of Fox Point, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

Combining and Individual Fund Financial Statements
Schedule of revenues and other financing sources - budget and actual - General Fund
Schedule of expenditures and other financing uses - budget and actual - General Fund

Village Board
c/o Mr. Scott Botcher
Village of Fox Point

July 26, 2017
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Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the Village of Fox Point's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village of Fox Point's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budget Comparison Schedules
- Schedule of Funding Progress – OPEB
- Schedule of Funding Progress – Pension

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities.

The audit will include obtaining an understanding of the Village of Fox Point and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards.

Village Board
c/o Mr. Scott Botcher
Village of Fox Point

July 26, 2017
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We will design our audit to obtain reasonable, but not absolute, assurance of detecting errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

The Village of Fox Point's management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Village Board
c/o Mr. Scott Botcher
Village of Fox Point

July 26, 2017
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Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the Village of Fox Point involving: (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements; and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the Village of Fox Point received in communications from employees, former employees, analysts, grantors, regulators, or others.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Village of Fox Point complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the "Act"). Baker Tilly is not recommending an action to the Village of Fox Point; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Village Board
c/o Mr. Scott Botcher
Village of Fox Point

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Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as non-audit services.

Nonattest services that we will be providing are as follows:

- > preparation of financial statements
- > adjusting journal entries
- > compiled regulatory reports
- > civic systems software

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

In addition to the audit services discussed above, we will compile the annual Financial Report Form to the Wisconsin Department of Revenue and the Public Service Commission Annual Report. See Addendums A and B attached, which are an integral part of this Engagement Letter.

Village Board
c/o Mr. Scott Botcher
Village of Fox Point

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Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the Village of Fox Point must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly Virchow Krause, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly Virchow Krause, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to regulators, the Village of Fox Point hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Village of Fox Point's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Village of Fox Point is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Village Board
c/o Mr. Scott Botcher
Village of Fox Point

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	Village	Water	Storm Water	Sewer	Totals
2018	\$ 14,890	\$ 3,170	\$ 3,170	\$ 3,170	\$ 24,400
2019	15,175	3,225	3,225	3,225	24,850
2020	15,450	3,275	3,275	3,275	25,275

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5% per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision, and billing arrangements we use in connection with these professionals.

Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Village of Fox Point, unless otherwise prohibited. In the event we are requested by the Village of Fox Point or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Village of Fox Point, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the Village of Fox Point, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing standards through Statement on Auditing Standards ("SAS") No. 131 – *Amendment to Statement on Auditing Standards No. 122 Section 700, Forming an Opinion and Reporting on Financial Statements*, all accounting standards through Governmental Accounting Standards Board ("GASB") No. 77, *Tax Abatement Disclosures* excluding GASB No. 74 and 75, and the current federal and state single audit guidance.

Village Board
c/o Mr. Scott Botcher
Village of Fox Point

July 26, 2017
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We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course be happy to provide the Village of Fox Point with any other services you may find necessary or desirable.

Legal Terms

In no event shall either party be liable for any punitive damages arising out of or related to this Engagement Letter, even if the other party has been advised of the possibility of such damages.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Village Board
c/o Mr. Scott Botcher
Village of Fox Point

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Release

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, Village of Fox Point personnel or agents, that is not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Baker Tilly Virchow Krause, LLP represents as follows: Baker Tilly Virchow Krause, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the Village of Fox Point and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

Village Board
c/o Mr. Scott Botcher
Village of Fox Point

July 26, 2017
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The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Village of Fox Point's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

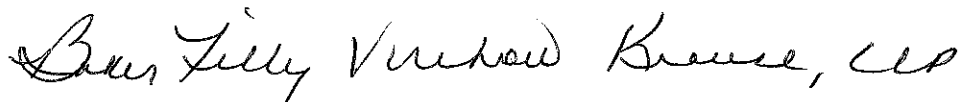
This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding the Engagement Letter, please contact Wendi M Unger, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards. Wendi M Unger is available at 414 777 5423, or at wendi.unger@bakeritilly.com.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP



Enclosures

The services and terms as set forth in the Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date

ADDENDUM A

We will perform the following services:

1. We will compile, from information you provide, the annual Financial Report Form to the Wisconsin Department of Revenue, for the year ended December 31, 2018. Upon completion of the compilation of the annual Financial Report Form, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the Village of Fox Point, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the annual Financial Report Form to you as a result of this engagement.

Our report on the annual Financial Report Form of the Village of Fox Point is presently expected to read as follows:

Management is responsible for the 2018 Financial Report Form C for the year ended December 31, 2018 included in the accompanying prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the 2018 financial report form C included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the 2018 Financial Report form C included in the prescribed form.

The Financial Report Form C included in the accompanying prescribed form is presented in accordance with the requirements of the Wisconsin Department of Revenue, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Wisconsin Department of Revenue and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The Village of Fox Point's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the Financial Report Form C included in the form prescribed by the Wisconsin Department of Revenue, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the Financial Report Form C, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

ADDENDUM B

We will perform the following services:

2. We will compile, from information you provide, the Public Service Commission Annual Report, including the balance sheets of the , of the Village of Fox Point, as of December 31, 2018 and 2017, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2018. Upon completion of the Public Service Commission Annual Report, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the Village of Fox Point, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the Public Service Commission Annual Report to you as a result of this engagement.

Our report on the Public Service Commission Annual Report of the Village of Fox Point is presently expected to read as follows:

Management is responsible for the balance sheets of the , an enterprise fund of the Village of Fox Point, as of December 31, 2018 and 2017, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2018 included in the accompany prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards of Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements included in the prescribed form.

These financial statements included in the accompanying prescribed form are presented in accordance with the requirements of the Public Service Commission of Wisconsin, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Public Service Commission of Wisconsin and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

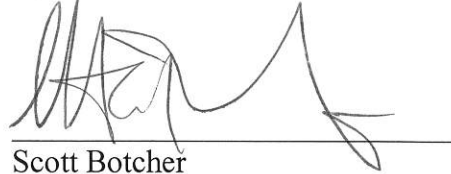
Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The Village of Fox Point's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements included in the form prescribed by the Public Service Commission of Wisconsin, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

This is to certify that the attached is true and correct list of bills due for a period from August 1- 31, 2017, in the total amount of \$337,134.57. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.

A handwritten signature in black ink, appearing to read 'S. Botcher', written over a horizontal line.

Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on September 12, 2017.

Douglas H. Frazer
Village President

Kelly A. Meyer
Village Clerk/Treasurer
Village of Fox Point

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10-13100 ACCOUNTS RECEIVABLE - SUNDRY						
1931	CEDAR CREST ICE CREAM	07/31/2017	4TH OF JULY ICECREAM	08/10/2017	544.32	08/10/2017
5032	BROWN DEER LAWN SERVICE	2502	FOXCROFT/FOXDALE	08/02/2017	235.00	08/03/2017
Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY:					779.32	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	SEPTEMBER 2017	LIFE INSURANCE	08/10/2017	920.51	08/10/2017
Total 10-21520 GROUP LIFE:					920.51	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	AUGUST 2017	AUGUST 2017	08/23/2017	540.00	08/24/2017
Total 10-21525 UNION DUES:					540.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0810172	Deferred Comp NICHOLAS Pay	08/09/2017	50.00	08/10/2017
375	NORTH SHORE BANK, FSB	PR0810172	Deferred Comp NORTH SHORE	08/09/2017	535.00	08/10/2017
375	NORTH SHORE BANK, FSB	PR0824172	Deferred Comp NICHOLAS Pay	08/23/2017	50.00	08/24/2017
375	NORTH SHORE BANK, FSB	PR0824172	Deferred Comp NORTH SHORE	08/23/2017	535.00	08/24/2017
1622	WELLS FARGO BANK, N.A.	PR0810171	Deferred Comp WI DEFER - PRE	08/09/2017	7,527.92	08/10/2017
1622	WELLS FARGO BANK, N.A.	PR0810171	Deferred Comp WI DEFER - RO	08/09/2017	707.00	08/10/2017
1622	WELLS FARGO BANK, N.A.	PR0824171	Deferred Comp WI DEFER - PRE	08/23/2017	7,552.92	08/24/2017
1622	WELLS FARGO BANK, N.A.	PR0824171	Deferred Comp WI DEFER - RO	08/23/2017	757.00	08/24/2017
101991	VANTAGEPOINT TRANSFER AG	PR0810171	Deferred Comp ICMA-PRETAX	08/09/2017	1,138.45	08/10/2017
101991	VANTAGEPOINT TRANSFER AG	PR0824171	Deferred Comp ICMA-PRETAX	08/23/2017	1,138.45	08/24/2017
Total 10-21530 DEFERRED COMPENSATION:					19,991.74	
10-21540 GARNISHMENT						
797	WI SCTF	7/28-8/24/17	KALLMYER	08/23/2017	270.46	08/24/2017
Total 10-21540 GARNISHMENT:					270.46	
10-45100 FINES/FORFEITURES						
363	VERBONCOUER, JEFFREY	08/01/2017	OVERPAYMENT PARKING	08/02/2017	5.00	08/03/2017
653	CITY OF DELAFIELD POLICE D	LITT/MAKAYLA	LITT/ MAKAYLA	08/23/2017	124.00	08/24/2017
1522	MOUNGER, LONI	DOUBLEPAYMENT	DOUBLE PAYMENT	08/10/2017	98.80	08/10/2017
Total 10-45100 FINES/FORFEITURES:					227.80	
10-46710 PAVILION RENTALS						
96	LODER, ELIZABETH	2.00874	DEPOSIT REFUND	08/02/2017	50.00	08/03/2017
635	MENTINK, CARLA	1.0538089	PAVILLION DEPOSIT REFUND	08/23/2017	50.00	08/24/2017
999	DANIEL, HEDY	1.052544	DEPOSIT REFUND	08/15/2017	50.00	08/18/2017
1139	LORICCO, MARIA	2.000728	DEPOSIT REFUND	08/10/2017	50.00	08/10/2017
Total 10-46710 PAVILION RENTALS:					200.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	JULY 2017	JULY DRIVER SURCHARGE/JAI	08/02/2017	1,057.60	08/03/2017
552	WISCONSIN, STATE OF - COUR	JULY 2017	JULY 2017	08/02/2017	2,472.04	08/03/2017
Total 10-51200-395 COUNTY COURT FEES:					3,529.64	
10-51300-219 VILLAGE PROSECUTOR						
1924	STIPPICH SELIN & CAIN LLC	1245	JULY PROSECUTOR	08/10/2017	1,168.00	08/10/2017

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Total 10-51300-219 VILLAGE PROSECUTOR:					1,168.00	
10-51410-310 SUPPLIES/ MISC EXPENSES						
5033	OFFICE DEPOT -US COMMUNIT	10000	37360205-VH	07/28/2017	5.46	08/03/2017
Total 10-51410-310 SUPPLIES/ MISC EXPENSES:					5.46	
10-51410-321 PROFESSIONAL DUES/MEETINGS						
994	ICMA	189290	FEE	08/09/2017	25.00	08/10/2017
1754	MEA-SEW	7/1/17-6/30/18	DUES	08/15/2017	30.00	08/18/2017
Total 10-51410-321 PROFESSIONAL DUES/MEETINGS:					55.00	
10-51420-233 EQUIPMENT MAINTENANCE						
265	GREATAMERICAN FINANCIAL S	21020758	003-1255182-000	07/21/2017	231.00	08/03/2017
477	TAYLOR COMPUTER SERVICE	16623	VH MANAGED SERVICES	08/16/2017	279.25	08/18/2017
477	TAYLOR COMPUTER SERVICE	16662	VLG EMAIL ARCHIVE	08/23/2017	331.52	08/24/2017
5778	OFFICE COPYING EQUIPMENT	AR33542	MONTHLY COPIES	08/18/2017	151.50	08/24/2017
Total 10-51420-233 EQUIPMENT MAINTENANCE:					993.27	
10-51420-310 SUPPLIES/EXPENSES						
1521	AMAZON CAPITAL SERVICES	OCYC-JRGY-575M	TONER	08/10/2017	94.98	08/10/2017
5033	OFFICE DEPOT -US COMMUNIT	654001-399001	37360205	08/03/2017	111.47	08/18/2017
5033	OFFICE DEPOT -US COMMUNIT	943280047001	37360205 VH	07/14/2017	46.25	08/03/2017
5033	OFFICE DEPOT -US COMMUNIT	945230116001	37360205-VH	07/21/2017	37.32	08/03/2017
Total 10-51420-310 SUPPLIES/EXPENSES:					290.02	
10-51420-311 POSTAGE						
2381	USPS-HASLER	08/15/2017	ADD POSTAGE	08/15/2017	700.00	08/18/2017
Total 10-51420-311 POSTAGE:					700.00	
10-51440-310 SUPPLIES/EXPENSES						
774	ELECTION SYSTEMS & SOFTW	1014126	MAINTENANCE	08/07/2017	680.00	08/18/2017
Total 10-51440-310 SUPPLIES/EXPENSES:					680.00	
10-51520-213 VILLAGE AUDIT						
194	BAKER TILLY VIRCHOW KRAUS	BT1136537	FINAL AUDIT	07/31/2017	1,055.00	08/03/2017
Total 10-51520-213 VILLAGE AUDIT:					1,055.00	
10-51520-322 TRAINING						
2678	MTAW	FALL 2017 CARTH	FALL CONFERENCE	08/10/2017	110.00	08/10/2017
102273	CIVIC SYSTEMS, LLC	2017CONFERENC	CONFERENCE	08/15/2017	210.00	08/15/2017
Total 10-51520-322 TRAINING:					320.00	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	7/20-08/18/17	3298-754-812	08/23/2017	22.99	08/24/2017
Total 10-51600-220 GAS-HEAT:					22.99	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	7/20-08/18/17	3298-754-812	08/23/2017	1,193.74	08/24/2017

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Total 10-51600-221 ELECTRIC UTILITIES:					1,193.74	
10-51600-222 TELEPHONE UTILITIES						
1336	EARTHLINK BUSINESS	08/01/2017	7345438	08/15/2017	163.98	08/18/2017
2691	CENTURYLINK-BUSINESS SVC.	1416324287	87619173	08/10/2017	.58	08/10/2017
Total 10-51600-222 TELEPHONE UTILITIES:					164.56	
10-51600-234 VILLAGE HALL MAINTENANCE						
43	AUTO PARTS & SERVICE	737096	SIMPLE GREEN	08/02/2017	101.70	08/24/2017
360	NASSCO INC.	S2215281.001	TOWELS TISSUE ECT	08/02/2017	1,098.99	08/24/2017
502	VILLAGE HARDWARE - VH	163277-1	MISC VH	08/02/2017	28.32	08/03/2017
502	VILLAGE HARDWARE - VH	163729.1	VLG HALL SUPPLIES	08/02/2017	5.37	08/24/2017
502	VILLAGE HARDWARE - VH	163731.1	PIPES	08/02/2017	12.49	08/24/2017
776	GRAINGER, INC.	9527236435	MOTOR	08/02/2017	10.56	08/24/2017
1751	ACTION HEATING COOLING &	18318	AC REPAIR	08/02/2017	245.00	08/03/2017
2241	ITU ABSORB TECH, INC	6840313	VILG HALL	08/02/2017	201.41	08/24/2017
2644	DOORMASTER GARAGE DOOR	24660	INSPECTION	05/19/2017	1,100.00	08/03/2017
2644	DOORMASTER GARAGE DOOR	24671	REPAIR/ PARTS	05/19/2017	1,314.50	08/03/2017
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					4,118.34	
10-51700-156 UNEMPLOYMENT COMPENSATION						
181	UNEMPLOYMENT INSURANCE	8510174	693002-000-8	08/15/2017	2,037.00	08/18/2017
Total 10-51700-156 UNEMPLOYMENT COMPENSATION:					2,037.00	
10-51700-511 GROUP HEALTH - RETIREES						
354	MORODER, PAUL	16	HEALTH INSURANCE REIMBUR	08/01/2017	267.90	08/10/2017
638	KRIEFALL, DONALD A	16	HEALTH INSURANCE REIMBUR	08/01/2017	396.85	08/10/2017
638	KRIEFALL, DONALD A	JAN-AUG 2017	SUP. PAYMENT	08/24/2017	141.20	08/24/2017
Total 10-51700-511 GROUP HEALTH - RETIREES:					805.95	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
477	TAYLOR COMPUTER SERVICE	16624	MANAGED SERVICES	06/29/2017	157.10	08/18/2017
1757	FPSOLUTIONS	8171	ANNUAL	08/10/2017	400.00	08/10/2017
5152	JAMES IMAGING SYSTEMS, IN	763992	MONTHLY	08/10/2017	59.00	08/10/2017
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					616.10	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	7/20-8/18/17	6286-911-140	08/23/2017	184.80	08/24/2017
Total 10-52100-220 GAS UTILITIES:					184.80	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	7/20-8/18/17	0699-070-169	08/23/2017	2,158.73	08/24/2017
536	WE-ENERGIES	7/20-8/18/17	9299-448-560	08/23/2017	24.04	08/24/2017
Total 10-52100-221 ELECTRIC UTILITIES:					2,182.77	
10-52100-222 TELEPHONE UTILITIES						
477	TAYLOR COMPUTER SERVICE	16557	JUNE EMAIL PD	06/29/2017	321.90	08/03/2017
477	TAYLOR COMPUTER SERVICE	16661	PD EMAIL ARCHIVE JULY	06/29/2017	191.29	08/24/2017
1336	EARTHLINK BUSINESS	08/01/2017	7345438	08/15/2017	102.49	08/18/2017
2136	VERIZON WIRELESS	9790435373	786223225-00001	06/29/2017	220.41	08/18/2017

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2691	CENTURYLINK-BUSINESS SVC.	1416324287	87619173	08/10/2017	.58	08/10/2017
2973	TIME WARNER CABLE	70433001-082017	070433001-POLICE	06/29/2017	142.55	08/18/2017
Total 10-52100-222 TELEPHONE UTILITIES:					979.22	
10-52100-232 VEHICLE MAINTENANCE						
4777	BATTERIES PLUS -	541-273908	BATTERIES	06/29/2017	31.99	08/24/2017
102081	GOODYEAR AUTO SERVICE CE	312007	OIL	08/03/2017	23.85	08/10/2017
102081	GOODYEAR AUTO SERVICE CE	312165	OIL CHANGE	08/10/2017	26.52	08/10/2017
Total 10-52100-232 VEHICLE MAINTENANCE:					82.36	
10-52100-233 EQUIPMENT MAINTENANCE						
223	CARDIAC SCIENCE CORP.	7294611	ELECTRODES	08/10/2017	59.00	08/10/2017
2382	PETTY CASH	07312017	PETTY CASH	08/03/2017	96.12	08/10/2017
5839	LEXISNEXIS	1246411-20170731	MONTHLY	08/10/2017	30.00	08/10/2017
Total 10-52100-233 EQUIPMENT MAINTENANCE:					185.12	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	164179	CAR SUPPLIES	06/29/2017	26.95	08/24/2017
1246	SECURE FIRE & SAFETY LLC	10566	CO2	06/29/2017	210.90	08/03/2017
1762	SOS ELECTRONICS	1707105	REPAIR	06/29/2017	446.00	08/03/2017
4777	BATTERIES PLUS -	541-273412	12V	08/10/2017	23.95	08/10/2017
4777	BATTERIES PLUS -	541-273477	BATTERIES	08/10/2017	17.70	08/10/2017
Total 10-52100-234 BUILDING MAINTENANCE:					725.50	
10-52100-310 SUPPLIES/EXPENSES						
5003	WISCONSIN MUNICIPAL COUR	08162017	DUES MCKENZIE	06/29/2017	40.00	08/24/2017
5033	OFFICE DEPOT -US COMMUNIT	943175251001	37360205-CREDIT PD	08/03/2017	69.92	08/03/2017
5033	OFFICE DEPOT -US COMMUNIT	943288632001	37360205-PD	08/03/2017	78.90	08/10/2017
Total 10-52100-310 SUPPLIES/EXPENSES:					48.98	
10-52100-322 TRAINING						
1163	FBINNA-WISCONSIN CHAPTER	08152017	FALL SHOOT 2017	06/29/2017	20.00	08/18/2017
Total 10-52100-322 TRAINING:					20.00	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1276547	LEAH N	06/29/2017	35.00	08/24/2017
Total 10-52100-330 CLOTHING ALLOWANCE:					35.00	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC	2342515	10586-10586-POLICE DEPT	06/29/2017	67.72	08/03/2017
393	PACKERLAND RENT-A-MAT INC	2347604	POLICE 10586-10586	08/10/2017	59.93	08/10/2017
393	PACKERLAND RENT-A-MAT INC	2350335	10586-10586 POLICE DEPT	06/29/2017	61.05	08/24/2017
Total 10-52100-334 JANITORIAL SUPPLIES:					188.70	
10-52100-335 SCHOOL EXPENSES						
326	IAFCI	08152017	FINANCIAL CRIMES 2017	06/29/2017	95.00	08/18/2017
654	THE OSTHOFF RESORT	08242017	MCKENZIE 2017	06/29/2017	82.00	08/24/2017
727	WI DEPT. OF JUSTICE	08152017	EVIDENCE TECH SCHOOL	06/29/2017	50.00	08/18/2017
1072	WISCONSIN SUPREME COURT	08162017	MCKENZIE	06/29/2017	40.00	08/24/2017
1073	WI DEPT. OF TRANSPORTATIO	tracs07062017	2017 TRACS CONF	08/10/2017	50.00	08/10/2017

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Total 10-52100-335 SCHOOL EXPENSES:					317.00	
10-53100-310 SUPPLIES/EXPENSES						
5033	OFFICE DEPOT -US COMMUNIT	947779512001	37360205	07/28/2017	31.34	08/18/2017
Total 10-53100-310 SUPPLIES/EXPENSES:					31.34	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	6/28-7/31/2017	3449-647-735	08/02/2017	218.63	08/03/2017
536	WE-ENERGIES	7/5-8/3/17	7083-911-529	08/10/2017	18.26	08/10/2017
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					236.89	
10-53300-405 STREET MATERIALS						
80	ROWE SAND & GRAVEL INC.	183654	DUMP FILL	08/10/2017	165.00	08/10/2017
502	VILLAGE HARDWARE - VH	164016/1	CLEANER/PIPES	08/08/2017	37.30	08/18/2017
5410	UNITED STONE CORP.	378877	CUTWALL	08/08/2017	1,350.00	08/24/2017
5920	AMERICAN ASPHALT MATERIA	53950	ASPHALT	05/11/2017	386.21	08/10/2017
5920	AMERICAN ASPHALT MATERIA	54039	ASPHALT/TACK	08/08/2017	611.78	08/24/2017
5986	WSO GRADING & EXCAVATING	3620	RIP RAP	08/08/2017	649.17	08/10/2017
Total 10-53300-405 STREET MATERIALS:					3,199.46	
10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS						
386	OFFICE DEPOT INC.	945229894001	TIME CARDS	08/08/2017	24.98	08/10/2017
Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:					24.98	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	7/5-8/3/17	9024-478-778	08/10/2017	15.71	08/10/2017
536	WE-ENERGIES	7/5-8/3/17	3217-867-834	08/10/2017	15.71	08/10/2017
536	WE-ENERGIES	7/5-8/3/17	6865-091-092	08/10/2017	15.71	08/10/2017
536	WE-ENERGIES	7/5-8/3/17	7018-222-713	08/10/2017	21.91	08/10/2017
Total 10-53400-221 BUS STOP-ELECTRIC:					69.04	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-	0000189-1996-9	MSW	08/10/2017	7,835.37	08/10/2017
Total 10-53630-370 LANDFILL FEES:					7,835.37	
10-53641-400 MATERIALS						
327	MENARD'S - MILWAUKEE	35720	SWING	05/11/2017	159.98	08/10/2017
Total 10-53641-400 MATERIALS:					159.98	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-	0051909-2286-3	YARD WASTE	08/23/2017	657.05	08/24/2017
4888	CARLIN SALES	331843-00	TRIAD RANGER PRO	08/08/2017	522.79	08/10/2017
Total 10-53642-400 MATERIALS:					1,179.84	
10-53700-300 MISCELLANEOUS EXPENSE						
43	AUTO PARTS & SERVICE	735594	STD	08/02/2017	70.00	08/03/2017
43	AUTO PARTS & SERVICE	736453	MISC	08/02/2017	60.25	08/03/2017
43	AUTO PARTS & SERVICE	738079	ADHESIE	08/02/2017	11.44	08/24/2017
671	AIRGAS	9946370030	CO2	08/02/2017	40.24	08/24/2017

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776	GRAINGER, INC.	9524353431	BAG	08/02/2017	12.68	08/24/2017
2241	ITU ABSORB TECH, INC	6832261	SHOP	05/19/2017	11.12	08/03/2017
2241	ITU ABSORB TECH, INC	6836379	SHOP	08/02/2017	11.12	08/03/2017
2241	ITU ABSORB TECH, INC	6840311	SHOP	08/02/2017	11.12	08/24/2017
2241	ITU ABSORB TECH, INC	6844192	SHOP	08/02/2017	11.12	08/24/2017
2241	ITU ABSORB TECH, INC	6848185	SHOP	08/02/2017	11.12	08/24/2017
101685	FASTENAL COMPANY	WIMI2133868	MISC PARTS	08/02/2017	141.72	08/24/2017
Total 10-53700-300 MISCELLANEOUS EXPENSE:					391.93	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	735801	MISC	08/02/2017	96.82	08/03/2017
43	AUTO PARTS & SERVICE	737096	LITE	08/02/2017	9.79	08/24/2017
43	AUTO PARTS & SERVICE	737271	LITE	08/02/2017	11.99	08/24/2017
43	AUTO PARTS & SERVICE	737770	BELT	08/02/2017	19.26	08/24/2017
43	AUTO PARTS & SERVICE	738271	HOPKINS	08/02/2017	68.05	08/24/2017
43	AUTO PARTS & SERVICE	738352	MISC	08/02/2017	42.15	08/24/2017
281	LINCOLN CONTRACTORS SUP	L20396	RECOIL	08/02/2017	87.51	08/03/2017
597	BROOKS TRACTOR INC.	275580	REPAIR 67	08/02/2017	1,691.50	08/03/2017
1293	SERVE IMPLEMENT CO., INC	4314	MOTOR	08/02/2017	1,570.31	08/03/2017
1546	BUMPER TO BUMPER	618-273556	FILTERS	08/02/2017	203.68	08/03/2017
1546	BUMPER TO BUMPER	618-274327	FILTERS	08/02/2017	113.58	08/03/2017
3234	WALDSCHMIDT'S TOWN & COU	588790	MISC	05/19/2017	110.04	08/03/2017
102169	TRUCK COUNTRY OF WISCON	X203556440.01	VALVE	08/02/2017	442.93	08/24/2017
Total 10-53700-341 REPAIR PARTS:					4,467.61	
10-53700-342 TIRES						
413	POMP'S TIRE SERVICE, INC.	60123987	TIRES 110	08/02/2017	416.56	08/03/2017
413	POMP'S TIRE SERVICE, INC.	60125273	TIRES	08/02/2017	379.47	08/03/2017
413	POMP'S TIRE SERVICE, INC.	60125866	INVOICE LESS CREDIT	08/02/2017	226.92	08/24/2017
Total 10-53700-342 TIRES:					1,022.95	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	737770	DEF	08/02/2017	52.45	08/24/2017
1337	HERBST OIL, INC	65061	FUEL	08/02/2017	941.63	08/03/2017
1337	HERBST OIL, INC	65093	FUEL	08/02/2017	1,118.97	08/24/2017
1337	HERBST OIL, INC	65253	FUEL	08/02/2017	1,422.49	08/03/2017
1337	HERBST OIL, INC	65291	FUEL	08/02/2017	1,459.88	08/24/2017
Total 10-53700-343 FUEL:					4,995.42	
10-53700-344 OIL						
43	AUTO PARTS & SERVICE	736758	20W50Q	08/02/2017	6.56	08/03/2017
1636	PLYMOUTH LUBRICANTS	6159789	15W40	08/02/2017	801.66	08/03/2017
Total 10-53700-344 OIL:					808.22	
10-53700-346 MISC DPW SHOP TOOLS						
4777	BATTERIES PLUS -	541-273852	BATTERIES	08/02/2017	29.70	08/24/2017
Total 10-53700-346 MISC DPW SHOP TOOLS:					29.70	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	7/20-08/18/17	3298-754-812	08/23/2017	22.98	08/24/2017

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Total 10-53800-220 GAS UTILITIES:					22.98	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	7/20-08/18/17	3298-754-812	08/23/2017	1,193.74	08/24/2017
Total 10-53800-221 ELECTRIC UTILITIES:					1,193.74	
10-53800-222 TELEPHONE UTILITIES						
1336	EARTHLINK BUSINESS	08/01/2017	7345438	08/15/2017	143.49	08/18/2017
Total 10-53800-222 TELEPHONE UTILITIES:					143.49	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9790224772	787066169-00001	08/02/2017	226.96	08/18/2017
Total 10-53800-224 CELL PHONES:					226.96	
10-53800-300 MISCELLANEOUS EXPENSE						
430	REGISTRATION FEE TRUST	14FORDMUNITRA	PLATE FEE	07/31/2017	5.00	08/03/2017
2241	ITU ABSORB TECH, INC	6832263	DPW	08/03/2017	25.96	08/03/2017
2241	ITU ABSORB TECH, INC	6836381	DPW	08/03/2017	25.96	08/03/2017
2241	ITU ABSORB TECH, INC	6844194	DPW	08/02/2017	25.96	08/24/2017
2241	ITU ABSORB TECH, INC	6848187	DPW	08/02/2017	25.96	08/24/2017
Total 10-53800-300 MISCELLANEOUS EXPENSE:					108.84	
10-53800-333 SAFETY PROGRAM						
3240	FEHR GRAHAM ENGINEERING	78068	TECH SUPPORT AGREEMENT	08/14/2017	476.25	08/18/2017
Total 10-53800-333 SAFETY PROGRAM:					476.25	
10-53900-324 DRUG TESTING						
1780	US HEALTHWORKS MED GROU	50238	DRUG TEST	08/14/2017	34.00	08/18/2017
Total 10-53900-324 DRUG TESTING:					34.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	7/5-8/3/17	5214-367-035	08/10/2017	11.29	08/10/2017
Total 10-55440-220 GAS UTILITIES:					11.29	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	7/5-8/3/17	5630-222-440	08/10/2017	136.06	08/10/2017
Total 10-55440-221 ELECTRIC UTILITIES:					136.06	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	31947	FORESTRY REQUESTS	07/31/2017	3,315.00	08/18/2017
Total 10-56100-125 FORESTRY CONSULTANT:					3,315.00	
10-59000-500 CONTINGENCY FUND						
4542	SEH, INC.	334689	DUNWOOD	08/23/2017	879.61	08/24/2017
4542	SEH, INC.	336363	DUNWOOD CROSSING	08/15/2017	666.36	08/18/2017
Total 10-59000-500 CONTINGENCY FUND:					1,545.97	

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20-13100 ACCOUNTS RECEIVABLE - SUNDRY						
1268	NORTH SHORE LIBRARY FOUN	JUNE 1-24, 2017	SQUARE	08/03/2017	262.52	08/03/2017
1269	FRIENDS OF THE NORTH SHO	APRIL 2017	FRIENDS	08/03/2017	115.94	08/03/2017
1269	FRIENDS OF THE NORTH SHO	JUNE 1-24, 2017	SQUARE	08/03/2017	35.96	08/03/2017
1269	FRIENDS OF THE NORTH SHO	MAY 2017	SQUARE	08/03/2017	71.41	08/03/2017
Total 20-13100 ACCOUNTS RECEIVABLE - SUNDRY:					485.83	
20-61000-156 UNEMPLOYMENT COMPENSATION						
181	UNEMPLOYMENT INSURANCE	8510174	693002-000-8	08/15/2017	163.60	08/18/2017
Total 20-61000-156 UNEMPLOYMENT COMPENSATION:					163.60	
20-61000-221 ELECTRIC UTILITIES						
537	WE-ENERGIES LIB	7/6-8/4/17	UTILITY-ELECTRIC	08/16/2017	1,997.61	08/18/2017
Total 20-61000-221 ELECTRIC UTILITIES:					1,997.61	
20-61000-223 WATER/SEWER UTILITIES						
5543	PREMIUM WATERS, INC.	0117670717	UTILITY- WATER	08/16/2017	82.90	08/18/2017
Total 20-61000-223 WATER/SEWER UTILITIES:					82.90	
20-61000-227 SYSTEM EXPENSE						
826	MILWAUKEE CTY. FED. LIBRAR	FL-03031	SYSTEM EXPENSE	08/02/2017	88.78	08/03/2017
Total 20-61000-227 SYSTEM EXPENSE:					88.78	
20-61000-230 MAINTENANCE						
37	L/V ENTERPRISES, LLC	4576	MAINTENANCE	08/16/2017	3,881.00	08/18/2017
393	PACKERLAND RENT-A-MAT INC	2339813/2342513	MAINTENANCE-NORTHSHORE	08/02/2017	66.84	08/03/2017
2472	DUST FREE CLEANING SERVIC	16172	MAINTENANCE	08/02/2017	1,208.00	08/03/2017
2474	MIKE INGRILLI PLUMBING	11761	MAINTENANCE	08/16/2017	229.10	08/18/2017
Total 20-61000-230 MAINTENANCE:					5,384.94	
20-61000-233 EQUIPMENT MAINTENANCE						
5778	OFFICE COPYING EQUIPMENT	AR32174	COPY MACHINE	08/16/2017	222.70	08/18/2017
5786	GREAT AMERICAN LEASING C	08/04/2017	COPY MACHINE	08/16/2017	328.00	08/18/2017
Total 20-61000-233 EQUIPMENT MAINTENANCE:					550.70	
20-61000-310 SUPPLIES/EXPENSES						
140	DEMCO	6180598	SUPPLIES	08/16/2017	1,443.26	08/18/2017
826	MILWAUKEE CTY. FED. LIBRAR	FL-03031	MCFLS SUPPLIES	08/02/2017	197.17	08/03/2017
1585	QUILL CORPORATION	15591	SUPPLIES	08/16/2017	1,162.40	08/18/2017
2347	NORTHSHORE BANK	08/16/2017	SUPPLIES	08/16/2017	148.56	08/18/2017
Total 20-61000-310 SUPPLIES/EXPENSES:					2,951.39	
20-61000-311 POSTAGE						
826	MILWAUKEE CTY. FED. LIBRAR	FL-03031	POSTAGE	08/02/2017	61.64	08/03/2017
2347	NORTHSHORE BANK	08/16/2017	POSTAGE	08/16/2017	147.00	08/18/2017
Total 20-61000-311 POSTAGE:					208.64	
20-61000-322 TRAINING						
2347	NORTHSHORE BANK	08/16/2017	TRAINING	08/16/2017	203.51	08/18/2017

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Total 20-61000-322 TRAINING:					203.51	
20-61000-500 CONTINGENCY FUND						
826	MILWAUKEE CTY. FED. LIBRAR	FL-03031	CONTINGENCY FUND	08/02/2017	124.78	08/03/2017
Total 20-61000-500 CONTINGENCY FUND:					124.78	
20-61000-800 CAPITAL OUTLAY						
37	L/V ENTERPRISES, LLC	4576	CAPITAL ACCOUNT	08/16/2017	2,900.00	08/18/2017
Total 20-61000-800 CAPITAL OUTLAY:					2,900.00	
20-61000-812 ADULT BOOKS						
55	BAKER & TAYLOR BOOKS VEN	08/02/2017	ADULT BOOKS	08/02/2017	999.74	08/03/2017
55	BAKER & TAYLOR BOOKS VEN	08/16/2017	ADULT BOOKS	08/16/2017	105.10	08/18/2017
1578	MARIS ASSOCIATES	1171-SHIPPING	ADULT BOOKS	08/16/2017	29.25	08/18/2017
5492	PARACLETTE PRESS INC.	08/02/2017	ADULT BOOKS	08/02/2017	62.27	08/03/2017
Total 20-61000-812 ADULT BOOKS:					1,196.36	
20-61000-813 JUVENILE BOOKS						
55	BAKER & TAYLOR BOOKS VEN	08/02/2017	JUVENILE BOOKS	08/02/2017	335.79	08/03/2017
55	BAKER & TAYLOR BOOKS VEN	08/16/2017	JUVENILE BOOKS	08/16/2017	461.92	08/18/2017
Total 20-61000-813 JUVENILE BOOKS:					797.71	
20-61000-815 MEDIA						
55	BAKER & TAYLOR BOOKS VEN	08/02/2017	MEDIA-ADULT	08/02/2017	270.88	08/03/2017
55	BAKER & TAYLOR BOOKS VEN	08/16/2017	MEDIA	08/16/2017	200.68	08/18/2017
645	BAKER & TAYLOR ENTERTAIN	B56481840	CHILDRENS MEDIA	08/16/2017	71.23	08/18/2017
2347	NORTHSHORE BANK	08/16/2017	MEDIA-ADULT	08/16/2017	22.48	08/18/2017
2401	MIDWEST TAPE	08/02/2017	ADULT MEDIA	08/02/2017	417.47	08/03/2017
2401	MIDWEST TAPE	08/16/2017	ADULT MEDIA	08/16/2017	388.44	08/18/2017
5492	PARACLETTE PRESS INC.	08/02/2017	ADULT MEDIA	08/02/2017	97.46	08/03/2017
5492	PARACLETTE PRESS INC.	24879	CHILDRENS MEDIA	08/16/2017	64.98	08/18/2017
Total 20-61000-815 MEDIA:					1,533.62	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	119523	CUSTOM LATERAL	07/08/2017	525.00	08/18/2017
Total 21-53100-233 GIS MAINTENANCE:					525.00	
21-71000-400 MATERIALS						
1179	MILWAUKEE RUBBER PRODUC	0073955-IN	HOSE	08/02/2017	93.85	08/24/2017
2260	PORT A JOHN	1273997-in	MONTHLY	07/20/2017	89.00	08/18/2017
Total 21-71000-400 MATERIALS:					182.85	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	7/5-8/3/17	2417-882-521	08/10/2017	12.43	08/10/2017
Total 21-72000-220 GAS UTILITIES:					12.43	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	7/5-8/3/17	1670-928-034	08/10/2017	21.49	08/10/2017
536	WE-ENERGIES	7/5-8/3/17	2417-882-521	08/10/2017	100.44	08/10/2017

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Total 21-72000-221 ELECTRIC UTILITIES:					121.93	
21-72000-229 ALARM						
536	WE-ENERGIES	7/5-8/3/17	7023-980-106	08/10/2017	15.71	08/10/2017
Total 21-72000-229 ALARM:					15.71	
21-72000-400 MATERIALS						
863	ENERGENECS, INC.	0028696	REPAIR	08/02/2017	804.15	08/03/2017
Total 21-72000-400 MATERIALS:					804.15	
21-73000-310 SUPPLIES/EXPENSES						
415	POSTMASTER	5/1-8/1/2017	WATER BILLS	08/30/2017	231.27	08/30/2017
2136	VERIZON WIRELESS	9790224772	787066169-00001	08/02/2017	40.00	08/18/2017
Total 21-73000-310 SUPPLIES/EXPENSES:					271.27	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
256	KAPUR & ASSOCIATES, INC.	91387	PROF SERICES	08/02/2017	6,720.00	08/18/2017
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					6,720.00	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-	6091527-2275-5	MONTHLY	08/10/2017	20,485.80	08/10/2017
Total 22-53650-210 CONTRACT SERVICES:					20,485.80	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	7/5-8/3/17	8294-368-584	08/10/2017	567.28	08/10/2017
Total 23-55420-220 GAS UTILITIES:					567.28	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	7/5-8/3/17	8294-368-584	08/10/2017	1,636.36	08/10/2017
Total 23-55420-221 ELECTRIC UTILITIES:					1,636.36	
23-55420-222 TELEPHONE UTILITIES						
1345	AT & T U-VERSE	7/2-8/1/17	111299163	08/15/2017	89.81	08/18/2017
Total 23-55420-222 TELEPHONE UTILITIES:					89.81	
23-55420-310 SUPPLIES/EXPENSES						
164	DAVE WAGE	028	RECERTIFICATION SCHWEITZ	07/28/2017	100.00	08/03/2017
Total 23-55420-310 SUPPLIES/EXPENSES:					100.00	
23-55420-322 TRAINING						
58	AMERICAN RED CROSS	22037324	LIFEGUARD REVIEW	08/03/2017	105.00	08/03/2017
Total 23-55420-322 TRAINING:					105.00	
23-55420-400 MATERIALS						
360	NASSCO INC.	001	POOL	07/28/2017	56.75	08/03/2017
502	VILLAGE HARDWARE - VH	163402/1	POOL	08/03/2017	12.59	08/03/2017
502	VILLAGE HARDWARE - VH	163777/1	POOL	08/14/2017	13.94	08/18/2017

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502	VILLAGE HARDWARE - VH	1641451	POOL ITEMS	08/21/2017	33.72	08/24/2017
502	VILLAGE HARDWARE - VH	94634	POOL	07/28/2017	7.73	08/03/2017
825	LENNY'S POOL SERVICE	148270	CHEMICALS	08/02/2017	89.73	08/24/2017
825	LENNY'S POOL SERVICE	148281	CHEMICALS	08/02/2017	168.26	08/24/2017
825	LENNY'S POOL SERVICE	148394	CHEMICALS	08/02/2017	406.13	08/24/2017
825	LENNY'S POOL SERVICE	148499	CHEMICALS	08/02/2017	55.07	08/24/2017
825	LENNY'S POOL SERVICE	148513	CHEMICALS	08/02/2017	191.66	08/24/2017
4215	MODULAR PIPING SUPPLY, INC	INV000238674	PIPE	08/02/2017	4.92	08/24/2017
5021	BUDIAC PLUMBING, INC.	29537	REPAIR DRAIN	08/02/2017	117.50	08/03/2017
5470	SHOWCASE AWARDS & PROM	3396	BLUE RIBBONS	08/16/2017	294.00	08/18/2017
Total 23-55420-400 MATERIALS:					1,452.00	
24-21545 STREET & SIDEWALK DEPT						
1572	ROZGA PLUMBING & HEATING	7230LAKE PER#13	DEPOSIT REFUND	08/10/2017	500.00	08/10/2017
1572	ROZGA PLUMBING & HEATING	7828CLUB PER#13	DEPOSIT REFUND	08/10/2017	1,000.00	08/10/2017
Total 24-21545 STREET & SIDEWALK DEPT:					1,500.00	
24-52400-210 CONTRACT SERVICES						
2256	SAFEBUILT	0033944-IN	INSPECTION SERVICES	08/15/2017	819.00	08/18/2017
Total 24-52400-210 CONTRACT SERVICES:					819.00	
24-52400-322 TRAINING						
275	LEAGUE OF WI MUNICIPALITIE	9/27-9/29/17	2017 PLUMBING	08/02/2017	140.00	08/03/2017
Total 24-52400-322 TRAINING:					140.00	
25-53420-400 MATERIALS						
280	LIESENER SOILS INC.	0151479	SOIL	08/10/2017	370.00	08/10/2017
Total 25-53420-400 MATERIALS:					370.00	
25-53420-483 LANDSCAPING						
280	LIESENER SOILS INC.	0151479	SOIL	08/10/2017	370.00	08/10/2017
Total 25-53420-483 LANDSCAPING:					370.00	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9790224772	787066169-00001	08/02/2017	20.00	08/18/2017
Total 25-53800-210 CONTRACT SERVICES:					20.00	
25-53800-234 INDIAN CREEK PARK MAINTENANCE						
2824	MAREK LANDSCAPING	4164	MAINTENANCE	07/19/2017	1,510.00	08/18/2017
Total 25-53800-234 INDIAN CREEK PARK MAINTENANCE:					1,510.00	
25-55410-310 SUPPLIES/EXPENSES						
415	POSTMASTER	5/1-8/1/2017	WATER BILLS	08/30/2017	231.27	08/30/2017
Total 25-55410-310 SUPPLIES/EXPENSES:					231.27	
25-58200-680 DEBT ISSUANCE COSTS						
125	MOODY'S INVESTORS SERVIC	P0246637	ACCT 904077588	08/03/2017	.00	08/10/2017

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Total 25-58200-680 DEBT ISSUANCE COSTS:					.00	
25-91500-800 WPDES COMPLIANCE PROGRAM						
39	RUEKERT MIELKE, INC.	119520	PROF SERVICE	07/08/2017	5,061.75	08/18/2017
39	RUEKERT MIELKE, INC.	119883	PLAN UPDATE	08/08/2017	4,096.85	08/18/2017
39	RUEKERT MIELKE, INC.	119885	GIS	08/08/2017	125.00	08/18/2017
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					9,283.60	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
153	STORMWATER SOLUTIONS EN	3	PROF SERVICES	08/02/2017	11,116.92	08/18/2017
Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					11,116.92	
25-91500-834 STORM SEWER. NAVAJO-SENECA						
256	KAPUR & ASSOCIATES, INC.	91389	PROF SERVICES	08/02/2017	2,204.21	08/18/2017
Total 25-91500-834 STORM SEWER. NAVAJO-SENECA:					2,204.21	
30-58100-615 PAYMENT TO ESCROW AGENT						
253	HUSCH BLACKWELL LLP	2483339	BOND COUNSEL	08/09/2017	1,462.50	08/18/2017
302	ASSOCIATED BANK	6814-6819	6 MONTHS ACCEPTANCE FEE	08/10/2017	1,950.00	08/10/2017
Total 30-58100-615 PAYMENT TO ESCROW AGENT:					3,412.50	
30-58100-680 ISSUANCE COSTS ON LONG-TERM						
125	MOODY'S INVESTORS SERVIC	P0246637	ACCT 904077588	08/03/2017	.00	08/10/2017
Total 30-58100-680 ISSUANCE COSTS ON LONG-TERM:					.00	
40-91100-820 REVALUATION OF VIL PROPERTIES						
2706	ASSOCIATED APPRAISAL CON	128575	REVAL	08/01/2017	32,149.96	08/10/2017
Total 40-91100-820 REVALUATION OF VIL PROPERTIES:					32,149.96	
40-91100-825 CHILLER REPAIRS						
1751	ACTION HEATING COOLING &	111909	CHILLER BOILER	08/02/2017	7,476.56	08/24/2017
Total 40-91100-825 CHILLER REPAIRS:					7,476.56	
40-91100-829 VH ENTRY DOOR REPLACEMENT						
4542	SEH, INC.	335198	REVIEW FEES	07/12/2017	452.31	08/18/2017
Total 40-91100-829 VH ENTRY DOOR REPLACEMENT:					452.31	
40-91400-805 COMMERCIAL MOWER & ATTACHMENTS						
368	MID-STATE EQUIPMENT	178026.02	PARTS	08/02/2017	102.62	08/10/2017
368	MID-STATE EQUIPMENT	C09810	CLAM SHELL	08/02/2017	14,737.00	08/03/2017
368	MID-STATE EQUIPMENT	H02449	PARTS	08/02/2017	159.47	08/10/2017
Total 40-91400-805 COMMERCIAL MOWER & ATTACHMENTS:					14,999.09	
40-91500-801 STREET RESURFACING						
327	MENARD'S - MILWAUKEE	35719	MORTAR	08/10/2017	509.60	08/10/2017
357	MUNSON INC.	0080584	REPAIR	06/13/2017	22,997.00	08/18/2017
357	MUNSON INC.	0080585	REPAIRS	06/13/2017	5,920.00	08/18/2017
5410	UNITED STONE CORP.	378877	CUTWALL	08/08/2017	2,700.00	08/24/2017

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 40-91500-801 STREET RESURFACING:					32,126.60	
40-91600-833 TREE REPLACEMENT						
516	M & M TREE CARE LLC	44470	TREE INJECTIONS	07/20/2017	45,731.70	08/18/2017
5933	WACHTEL TREE SCIENCE & SE	31946	ASH REPLACEMENT	07/31/2017	455.00	08/18/2017
Total 40-91600-833 TREE REPLACEMENT:					46,186.70	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	16	MONTHLY	08/01/2017	17,726.66	08/10/2017
Total 50-81000-601 SOURCE OF WATER SUPPLY:					17,726.66	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	437	JULY 2017	08/10/2017	3,091.25	08/10/2017
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					3,091.25	
50-81000-651 MAINTENANCE OF MAINS						
80	ROWE SAND & GRAVEL INC.	183654	DUMP FILL	08/10/2017	60.00	08/10/2017
502	VILLAGE HARDWARE - VH	162988/1	WATER DEPT	08/10/2017	4.11	08/10/2017
2241	ITU ABSORB TECH, INC	6824378-CORREC	WATER	08/02/2017	9.00	08/03/2017
2241	ITU ABSORB TECH, INC	6832262	WATER DEPT	08/10/2017	8.08	08/10/2017
2241	ITU ABSORB TECH, INC	6836380	WATER DEPT	08/10/2017	8.08	08/10/2017
2241	ITU ABSORB TECH, INC	6840312	WATER DEPT	08/10/2017	42.31	08/10/2017
5509	HD SUPPLY WATERWORKS, LT	H495393	SPLIT	08/10/2017	19.90	08/10/2017
5509	HD SUPPLY WATERWORKS, LT	H495434	PIPES/RISER	08/10/2017	598.60	08/10/2017
5509	HD SUPPLY WATERWORKS, LT	H498722	PIPES	08/10/2017	488.64	08/10/2017
101806	USA BLUEBOOK	320260	CHLORINE STRIPS	08/10/2017	75.57	08/10/2017
Total 50-81000-651 MAINTENANCE OF MAINS:					1,314.29	
50-81000-800 CAPITAL OUTLAY						
39	RUEKERT MIELKE, INC.	119522	MISC TASKS	07/08/2017	324.05	08/18/2017
256	KAPUR & ASSOCIATES, INC.	91308	PROF SERVICES	07/20/2017	1,269.00	08/18/2017
256	KAPUR & ASSOCIATES, INC.	91389	PROF SERVICES	08/02/2017	4,408.42	08/18/2017
256	KAPUR & ASSOCIATES, INC.	91391	PROF SERVICES	08/02/2017	4,158.00	08/18/2017
2839	CITY WATER LLC	437	JULY 2017	08/10/2017	120.00	08/10/2017
Total 50-81000-800 CAPITAL OUTLAY:					10,279.47	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	AUG 16, 17 RESER	RESERVOIR	08/23/2017	129.90	08/24/2017
378	NORTH SHORE WATER COMMI	AUG 16, 2017 FILT	FILTER	08/23/2017	101.44	08/24/2017
378	NORTH SHORE WATER COMMI	AUG 16, 2017 SCA	SCADA	08/23/2017	470.75	08/24/2017
Total 50-81000-844 NSWC CAPITAL PROJECTS:					702.09	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
415	POSTMASTER	5/1-8/1/2017	WATER BILLS	08/30/2017	231.27	08/30/2017
2136	VERIZON WIRELESS	9790224772	787066169-00001	08/02/2017	40.00	08/18/2017
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					271.27	
50-81000-923 OUTSIDE SERVICES EMPLOYED						
2839	CITY WATER LLC	437	JULY 2017	08/10/2017	7,900.00	08/10/2017

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 50-81000-923 OUTSIDE SERVICES EMPLOYED:					7,900.00	
72-27000 DONATIONS FOR BOOKS						
55	BAKER & TAYLOR BOOKS VEN	08/16/2017	DONATIONS	08/16/2017	25.49	08/18/2017
Total 72-27000 DONATIONS FOR BOOKS:					25.49	
72-27015 LIBRARY LOST BOOKS						
55	BAKER & TAYLOR BOOKS VEN	08/16/2017	LOST LIBRARY BOOK	08/16/2017	299.59	08/18/2017
2347	NORTHSHORE BANK	08/16/2017	LOST BOOKS	08/16/2017	8.75	08/18/2017
Total 72-27015 LIBRARY LOST BOOKS:					308.34	
72-27030 FRIENDS OF THE NSL - DONATION						
55	BAKER & TAYLOR BOOKS VEN	08/16/2017	ADULT SERVICES	08/16/2017	29.21	08/18/2017
204	BOOK PAGE	S31699	REF/TECH	08/16/2017	324.00	08/18/2017
826	MILWAUKEE CTY. FED. LIBRAR	FL-03031	CIRC SERVICES	08/02/2017	270.00	08/03/2017
1275	SEIDLITZ,JULIE	08/02/2017	REF TECH SERVICES	08/02/2017	24.33	08/03/2017
2347	NORTHSHORE BANK	08/16/2017	CHILDRENS SVCS/ REF TECH	08/16/2017	1,273.00	08/18/2017
2401	MIDWEST TAPE	08/02/2017	REF/TECH	08/02/2017	25.23	08/03/2017
2401	MIDWEST TAPE	08/16/2017	REF/TECH	08/16/2017	139.60	08/18/2017
Total 72-27030 FRIENDS OF THE NSL - DONATION:					2,085.37	
Grand Totals:					337,134.57	

Date Approved: _____

Village Manager: _____

Village Board: _____



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 Board

From: Scott Botcher *SB*

cc: Scott Brandmeier

Date: September 8, 2017

Re: Requested Environmental Committee Language

At the August Village Board meeting, President Frazer made a proposal reconfiguring the existing Tree Commission into a potential "environmental committee". As part of his proposal, he presented draft language for initial consideration. Following a brief discussion, I was instructed to return in September with draft language further focusing a potential "Environmental Committee" should the Village Board be inclined to create one.

If the Village Board is inclined to have such a committee, its mission should be distinct and focused. This Committee should not opine on any action which it may unilaterally deem has an environmental impact. If it exists, I believe its sole function should be as an information clearinghouse for citizens of Fox Point to allow them to make whatever informed decision they see fit with their private property.

To be clear, citizens have a myriad of sources of environmental information at their fingertips. Every organization providing an environmental review function over the activities of the Village of Fox Point offers and distributes information to the general public. (Off the top of my head, organizations with either review/approval/enforcement capabilities and or interested organizations seeking information for their review includes EPA, DNR (including separate functions within DNR such as solid waste, recycling, water, sewer, and storm water), MMSD, Milwaukee County, NGO's, and public environmental groups.) Additionally, some of these same organizations have appeared at events such as our Fox Point Open House, communicating their recommendations and engaging and educating our citizens.

In Chanhassen, Minnesota, we had what was entitled an "Environmental Commission". This commission generally served the function I mentioned above; they were (and remain) a clearinghouse for information for the public. As part of this function, they maintained a page on the City's website and produced an annual Sustainability Report. (I have included a copy.) The Sustainability Report generally reported on activities already occurring within the City. Much of the sustainability report was a distillation and recitation

of activities already underway and/or other reports filed either with state, federal or regional authorities. This provided a single document provided any interested citizen a single source reporting municipal sustainable activities.

Therefore, language I think you should consider might be as follows:

The purpose and responsibility of the environmental committee is as follows:

- 1). To communicate the benefits of the Villages existing natural resources;**
- 2). To provide environmental education to the public;**
- 3). To provide the residents of Fox Point with the knowledge and opportunities to improve the quality of their own private environment;**
- 4). To bring a comprehensive perspective to environmental issues communicated including, but not limited to preservation, enhancement, private property rights, accurate cost-benefit analysis, and overall municipal expense sensitivity and management; and**
- 5). To produce an annual Sustainability Report reporting Village activities to the Public.**

(I would also include all the language establishing the Tree Commission as Mr. Larson sees fit.)

As a matter of function. I would not have a nine-member committee. I would keep the membership of the committee at the same size as the existing Tree Commission. Otherwise, it just becomes too cumbersome to function.

In conclusion, I believe this memo meets your request at this point, and should serve to initiate discussion as to whether you wish to modify the existing Tree Commission, and, if so, if this is how you envision it becoming.

While most have you have reached out to myself and/or Staff about this matter over the past month and know our recommendation on the idea, please feel free to contact me or us again should you have any questions about this language or wish to engage a more detailed discussion prior to the meeting. Thank you.



2015 Sustainability Report

Prepared by the Chanhassen Environmental Commission

Keith Anderson | Brett Borth | Glenn Kaufmann | Katie Mahannah

Matthew Myers | Amy Omann | Amy Wenner



2015 CITY OF CHANHASSEN

Sustainability Report

The City of Chanhassen is committed to protecting our natural resources now and into the future. To ensure the continuation of this effort, the city strives to develop sound policies, take advantage of new technologies, and engage the community in environmental topics. Sustainable management of our natural resources is endeavored through protection, conservation and best management practices.

In 2011, the Chanhassen Environmental Commission was interested in knowing if our city was growing and functioning in a sustainable fashion. This report is the result of that curiosity. The City Council assigned the commission four key focus areas: Surface Water Quality, Stormwater, Water Conservation and Urban Forestry. In each of these areas the group investigated the current goals established by the city's comprehensive plan. Then they selected the three most important goals from each area. Through interviews with city employees, they determined the current status of those goals along with trends and improvements or challenges and any recent activities. Ultimately, the commission documented a baseline inventory for each of the topic areas.

This 2015 version of the Sustainability Report includes the ongoing goals and provides annual updates and recent activities. Information about these activities was collected from interviews with staff at the City and publicly available information. The report achieves the goal of educating Chanhassen residents in the Environmental Commission's target areas.

Surface Water

Over 26% of Chanhassen's 24 square miles are covered by lakes, streams, ponds or wetlands. Water quality, lakeshore preservation, lake level variability, and flood management are some of the important issues that impact the quality of life enjoyed by all residents. Maintaining, protecting, and instilling a preventative approach is a high priority for the city, which is currently preparing its third Surface Water Management Plan (SWMP). The plan outlines goals for managing these resources and implementation recommendations to achieve them. These goals strive to be realistic, attainable/implementable and affordable in their execution.

Goals

The initial goals for surface water were based primarily on maintaining and improving water quality, which have largely been met. New priorities are being developed to address changes in land use, aging of infrastructure, new data on surface water resources, and changes in watershed science. The city's strategy takes into account the continued growth and redevelopment activity that Chanhassen is experiencing. A focus on prevention first and treatment second is the concept to be followed.



Community Resources

Chanhassen contains 356 wetlands, 4 creeks, and 12 lakes, 7 of which are recreational and 5 that are natural environment lakes. The city is also home to a rare and unique calcareous fen, a state protected Scientific and Natural Area. Efforts to preserve these important natural resources require partnerships between the city, county, watershed districts, Met Council, MNDNR, and MPCA. Portions of four major watersheds exist within the city: Carver County Watershed (1.9%), Lower Minnesota River Watershed (8.4%), Minnehaha Creek Watershed (18.8%), and Riley- Purgatory-Bluff Creek Watershed (70.9%).

Surface Water

Recent City and Community Activities

After a year and a half of development, the Riley-Purgatory-Bluff-Creek Watershed District adopted new rules on November 5, 2014. These rules provide guidance on protecting our surface waters. The process included multiple meetings with the District's Technical Advisory Committee and Citizens Advisory Committee, public information sessions and comments, and numerous public hearings. These new rules became effective on 1/1/15 and were adopted to protect the public's health and welfare as well as the natural resources of the District and are enforceable under Minnesota Statutes.

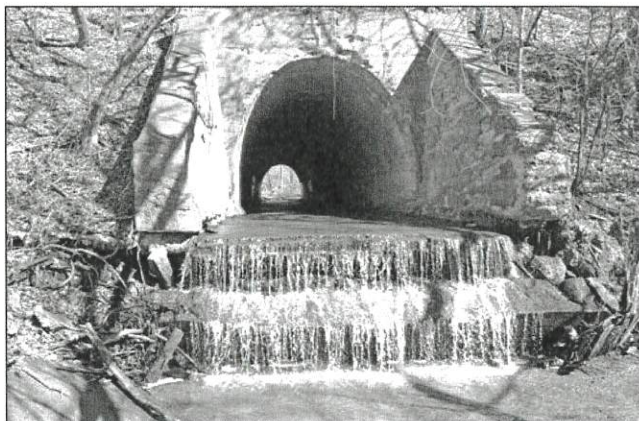
The Bluff Creek restoration near Hwy. 101 is using an adaptive management approach to assess the impact on each of the implementation activities regarding the creek's turbidity levels. If water quality is shown to improve, it suggests that the approach is working and the implementation will continue. However, if the water quality is not shown to improve, this approach will be re-evaluated and adjusted in order to attain the desired water quality levels.

The city continues to monitor its waters for temperature, dissolved oxygen, pH, and turbidity through monitoring stations, grab sampling, and the citizen assisted Lake Monitoring program. As our city continues to develop/redevelop, the potential exists for increased runoff volumes, sedimentation and stormwater discharge.

The city and watershed district are updating their Stormwater Pond Protocol and Prioritization project to identify ponds that may be contributing excessive amounts of phosphorus to our natural water bodies. Limiting both point and non-point sources of pollution in surface water are essential in attaining the goals set forth by the city, county, and the local WMO.

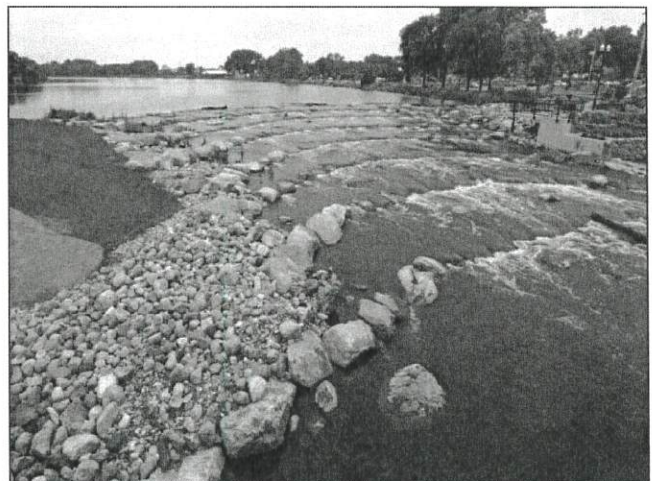
Attention will be given to the trend of increased rainfalls occurring in shorter periods of time stressing local infrastructure and overwhelming existing channel sizes. Stormwater flows and pond storage volumes may need to be recalculated/redesigned to reflect this trend for future years.

Another exciting project continuing in 2015 is to introduce a fish ladder in an area of Bluff Creek where passage for fish from the lower to upper section is currently not possible. Once installed, the ladder would provide passage for fish to reach the upper stream. As this occurs, habitat can begin to be restored and improve the quality and environment of Bluff Creek. Chanhassen is looking at the Lake Susan Preserve Trail as an opportunity to employ a Spent Lime Treatment Facility Method as a way to remove phosphorus from stormwater. Phosphorus adheres to the lime in the basin. The method is low-cost, has a small footprint, and is Chanhassen's first attempt with this technique.



Fish Ladders

At large drops in the stream where passage is not possible, adding a fish ladder would encourage fish to reach the upper stream and restore a natural cycle.



A potential version of a fish ladder being looked at as a possibility.

Stormwater

Stormwater management is crucial to preserving Chanhassen's natural environment and protecting our surface water resources. Stormwater runoff is rain and snow melt that runs off surfaces such as rooftops, paved streets, highways, parking lots and compacted lawns. As water passes over these surfaces, it can pick up pollutants such as soil, fertilizers, herbicides, trash or pet waste. If not treated appropriately, this polluted water might flow into a local stream, lake, or wetland. Stormwater mitigation seeks to reduce, control, and prevent stormwater runoff through a variety of strategies. Chanhassen continues to develop and the city looks for every opportunity to incorporate best management practices that minimize the volume and impact of water runoff as well as protect water quality in surface waters.

Goals

The city of Chanhassen strives to ensure that development projects minimize soil erosion, sedimentation, and stormwater runoff. City personnel manage this task by maintaining primary responsibility for managing water resources at the local level but continue coordination with other agencies and organizations. In an effort to engage the public, the city provides information and educational resources to improve knowledge and promote an active public role in managing water resources.

Recent City and Community Activities

A Total Maximum Daily Load, or TMDL, is a calculation of the maximum amount of pollutant that a waterbody can receive and still safely meet water quality standards. Part of the TMDL management plan includes ravine stabilization which is currently underway for one of the ravines in Bluff Creek. The next project to meet the TMDL Implementation Plan for Bluff Creek is to address the fragmentation at the downstream end of the culvert going under the Three Rivers Park District Trail located on Hennepin County RR Authority's (HCRRA) land. This project will be a joint project with the Riley Purgatory Bluff Creek Watershed District (RPBCWD) and the City of Chanhassen. It is our hope to involve HCRRA as well. In 2015, the city plans to continue the same repair plan for an area identified as Ravine #2 that extends from Mandan Circle to Bluff Creek. Also anticipated to be undertaken in 2015 is the restoration of native vegetation along sections of Bluff Creek.

The city utilizes improved methods of allowing stormwater to flow into the ground instead of directly into lakes and streams. One example is the installation of pervious pavers in the Bandimere Heights Park parking lot. Also at Bandimere Heights Park, a stormwater pond was retrofitted with a "Minnesota Filter" Iron Filing Filtration System. This system should reduce phosphorus loading into waterways by 76%. Chanhassen will be working with the RPBCWD to study the downtown area, in an effort to look at opportunities for retrofit and stormwater opportunities (rain gardens, ponding, and tree trenches).



Storm Drain Markers These highly visible storm drain markers are a first step in public education in stormwater pollution prevention.

Get Involved!

As residents of Chanhassen, there are opportunities to get involved to help with stormwater management. With any road construction project, city staff works to educate neighborhood groups about the benefits of Low Impact Development (LID) installation opportunities, such as rain gardens and rain barrels. All residents are encouraged to learn more about incorporating raingardens into their yards. The city also partners with Metro Blooms to provide education on environmentally sound gardening and landscape practices. Additionally, community volunteers continue to install storm drain markers on neighborhood storm drains since the drains can lead directly to a city water resource. Marking the drains help raise awareness that anything carried by these storm drains can impact our natural resources.

If you are impacted by a 2015 road construction project and are interested in an LID opportunity, reach out to City Staff for more information.

Water Conservation

The Prairie du Chien aquifer supports 83 communities including the City of Chanhassen. Abundant, high quality water plays a large part in our city's growth and prosperity. The city distributes water to over 7,000 homes and nearly 300 commercial accounts daily. There are 13 wells, 3 reservoirs and two water treatment facilities. One additional well is proposed for use beginning July 2015.

Sustainability is a high-priority of the Metropolitan Council as the region grows and pressure is increased on the region's aquifer. The Met Council has developed a policy on Sustainable Water Supplies that includes collaboration with agency partners, identifying desired groundwater levels, providing technical assistance to local governments and promoting water supply resiliency. Community's comprehensive plans are expected to accommodate the forecasted population increase specified in the Council's Thrive MSP 2040 plan. The Council will look to ways to reuse stormwater runoff for irrigation. This theme is echoed locally in Chanhassen.

Goals Each year, as presented in the city's comprehensive plan, the city shall review, develop, and implement the current water conservation strategies and practices suitable for our community. The city continues to endorse and promote water conservation through the dissemination of educational materials to city residents.

Recent City and Community Activities

The city has a tiered billing system in place to incent water conservation. City code limits the use of the city water supply system for lawn and garden sprinkling, irrigation car washing or other non-potable uses to odd-even days.

The city has extensive tree preservation requirements for new subdivisions as well as stringent planting requirements for new site plans. The use of trees in site landscaping assists in the reduction of turf evapotranspiration.

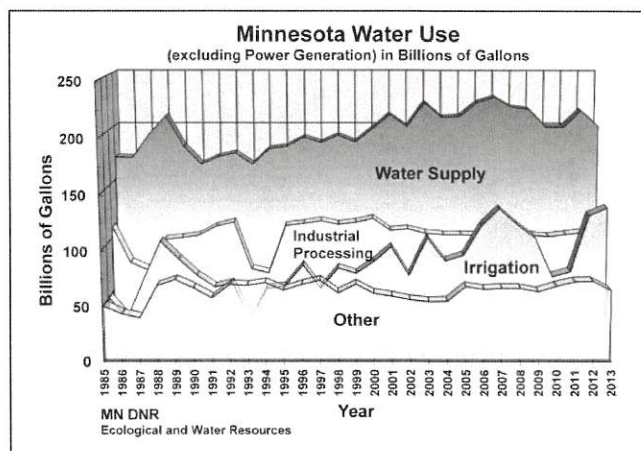
Newly installed irrigation systems are required to include a rain gauge as part of their operation. Rain gauges signal irrigation systems not to water during wet periods.

Chanhassen offers irrigation system audits, free of charge, to Homeowners' Associations, businesses, and new residents as a way to promote water-saving best management practices. The audits are performed by a WaterSense-certified city utility department employee.

Chanhassen partners with the U.S. Environmental Protection Agency in their WaterSense program. This program seeks to protect the future of our nation's water supply by offering people a simple way to use less water with water-efficient products and services. 2014 focused on offering irrigation audits to commercial and residential properties.

Water reuse opportunities are considered during construction projects. The highway 101 river crossing project will include stormwater collection that will then be used to irrigate the center island of a traffic circle.

The city provides education and promotes water conservation and stewardship with local municipal publications including the Connection, utility bills and the city's website.



Get Involved! Chanhassen has clay soils making runoff a common problem during lawn irrigation. Topsoil removed during the construction process is rarely replaced. Building healthy soil in your lawn will make it more beautiful and tolerant of drought. Something you can do is aerate your lawn and then topdress it with compost.

Check out this bulletin from the University of MN Extension
www.extension.umn.edu/garden/yardgarden/soils/

Resources

University of Minnesota Extension Soils and Composting
www.extension.umn.edu/garden/yard-garden/soils/

City of Chanhassen "2030 Comprehensive Plan," Chapter 9: Water
www.ci.chanhassen.mn.us/DocumentCenter/Home/View/134
Ground Water Level Data climate.umn.edu/ground%5Fwater%5Flevel/

WaterSense Tips to Save Water & Money
www.epa.gov/watersense/our_water/start_saving.html

Metropolitan Council Draft Water Resources Policy Plan
<http://metro council.org/METC/files/66/665454b7-662c-464f-bce4-1e19f1a-2f97a.pdf>

Urban Forestry

Our urban trees play an important role in the health, livability, and economic well-being of our community. Trees help to clean the air, mitigate stormwater runoff, provide shelter to wildlife, cool our homes and make our city more beautiful. Chanhassen has long recognized these benefits, and achieved Tree City USA status for the 20th year in 2014 by meeting the four core standards of urban forestry management as laid out by the National Arbor Day Foundation. In Chanhassen, maintaining and protecting our urban forest takes shape in many forms through city and community engagement. Unfortunately, an unavoidable threat to over 20% of our trees is the Emerald Ash Borer (EAB). The city has an active EAB management plan to lessen the impact on city resources when this invasive species reaches Chanhassen. Our trees also face additional challenges such as urban expansion, invasive pests, and changing climates.

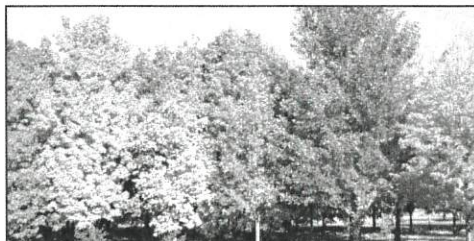
Goals Chanhassen places a high priority on the protection of its natural resources, and strives to maintain a healthy and diverse urban forest. According to the latest tree survey, the city has 40 species of trees planted on public lands. Chanhassen is also working to achieve the American Forests' standard of 40% overall tree canopy, about 10% higher than the city's current coverage.

City of Chanhassen Tree Inventory *A healthy amount of any one species should be no greater than about 20% of the tree population. With the changing climate, new varieties are being introduced into our community.*

Tree Type	Number of Trees	Percentage			
American Choke Cherry	26	0.4%	Honeylocust	234	3.8%
American Linden	506	8.1%	Japanese Tree Lilac	42	0.7%
Amur Maple	32	0.5%	Kentucky Coffee Tree	172	2.8%
Aspen	20	0.3%	Northern Pin Oak	30	0.5%
Autumn Blaze Maple	341	5.5%	Norway Maple	42	0.7%
Balsam Fir	7	0.1%	Ohio Buckeye	24	0.4%
Bicolor Oak	229	3.7%	Other	31	0.5%
Black Walnut	19	0.3%	Paper Birch	68	1.1%
<u>Boxelder</u>	41	0.7%	Pine	258	4.1%
Bur Oak	49	0.8%	Red Maple	42	0.7%
Catalpa	20	0.3%	Red Oak	197	3.2%
Cottonwood	48	0.8%	River Birch	55	0.9%
Crabapple	469	7.5%	Russian Olive	1	0.0%
Easter Red Cedar	12	0.2%	Silver Maple	117	1.9%
Elm	36	0.6%	Spruce	652	10.5%
Elm, hybrid	86	1.4%	Sugar Maple	689	11.1%
Ginkgo	23	0.4%	<u>Techny</u> Arborvitae	29	0.5%
Green Ash	1230	19.8%	White Ash	7	0.1%
Hackberry	259	4.2%	White Oak	14	0.2%
Hawthorn	50	0.8%	Willow	17	0.3%
			Total	6224	
			All Maple Varieties	1304	21%



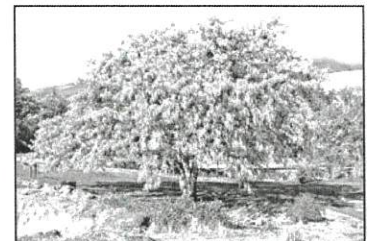
Linden



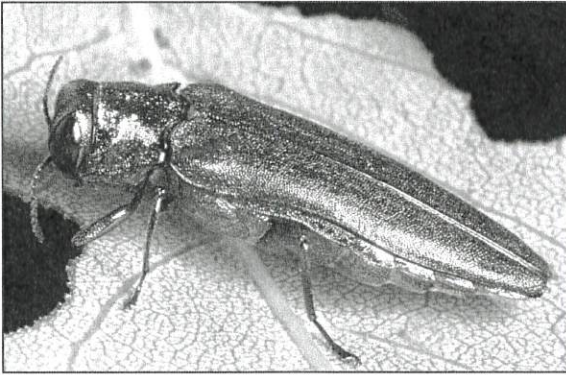
Sugar Maple



Crabapple



Honey Locust



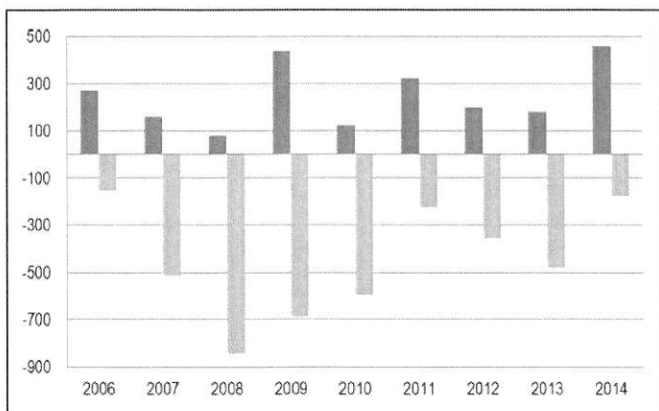
Emerald Ash Borer

The most significant threat to our city's urban forest is the emerald ash borer (EAB). EAB is spread commonly through transported infested firewood. Our neighboring county, Hennepin, is under quarantine and moving any ash wood out of the county is illegal. Minnesota has the highest volume of ash trees in the United States with almost a billion forestland and urban wood ash trees. When this invasive species finds its way to Chanhassen, the impact will be noticeable. The city has completed a public tree inventory and 20% of the existing trees are ash trees. The borer is fatal to all ash trees and has already cleared many other cities of their ash trees throughout the upper Midwest and Northeast. In preparation, the city has begun measures to lessen the impact here in Chanhassen:

- Annual tree plantings focus on replacing ash trees with a diversity of species.
- Depending on the size and health of an ash tree on public property, the city will either remove it or chemically treat the tree.
- The city preemptively removes and replaces ash trees at the homeowner's request in conjunction with street reconstruction projects.
- Annual public education opportunities engage residents in thinking about their trees for the future. In the case of EAB, a homeowner will need to decide whether to treat their ash or have them removed.

What can you do:

- Become familiar with the symptoms of EAB: <http://www.emeraldashborer.info>
- If you suspect your trees may have EAB, contact Jill Sinclair, our city's Environmental Resource Specialist: jsinclair@ci.chanhassen.mn.us
- Do not transport firewood or cut trees out of county. Use firewood certified by the Minnesota Department of Agriculture: <http://www.mda.state.mn.us/emeraldashborer>
- At this time, chemical treatments could be started...or not. The insect is barely inside the suggested threshold area radius recommended for starting treatment.



Trees Planted and Lost

In 2014, 459 trees were planted including 288 as part of the Highway 101 reconstruction project and 60 planted in Bandimere Park around the soccer fields and parking lot. Additionally, 974 trees were pruned and 175 trees were removed.

The city replaces existing poor-condition trees on boulevards on an annual basis as well as replants locations where boulevard ash trees were removed.

Other Invasive Species

A host of other invasive species threaten Chanhassen's trees, the most prevalent and troubling are listed below. The city constantly works to identify invasive species, provide information to residents, and treat or eradicate wherever possible.

Invasive Species	Introduction to MN	Threats	Preventing the Spread
<u>Emerald Ash Borer</u>	Wood packing materials from Asia	Kills all ash trees	Only buy MDA approved firewood
<u>Buckthorn</u>	Imported from Europe for hedging	Outcompetes native woody species and changes forest habitat	Remove from private yards; volunteer to help remove from parks & public areas
<u>Gypsy Moth</u>	Imported as possible source of silk	Defoliates many species of trees; prefers oaks, aspen, sugar maple	Inspect all recreational equipment and vehicles when leaving an invested area; monitor trees for white egg masses
<u>Earthworms</u>	Soils and plants brought from Europe; also sold as fish bait	Increased decomposition of forest floor litter; reduction in vegetation regeneration	Do not release worms outdoors; never dump bait – throw it in garbage.
<u>Japanese Beetles</u>	Accidentally introduced into New Jersey in 1916	Defoliates trees, shrubs and garden plants	Don't move plants or soil to uninfested areas; Don't import soil, plants, or sod from the eastern US unless certified
<u>Garlic Mustard</u>	Introduced as food source	Creates monoculture within forests by altering chemistry of soil and killing other seeds	Pull or cut flowering stems at ground level; governments may opt for prescribed burns for heavy infestation
<u>Japanese Knotweed</u>	Imported for use as erosion control	Colonizes areas thereby outcompeting native vegetation	Dig, pull or herbicide any found plants
<u>Creeping Bellflower</u>	European import popular in the garden industry	Easily escapes cultivation, spreads rapidly and creates monoculture	Very difficult to eradicate – use herbicides or dig up and remove all roots
<u>Wild parsnip</u>	Native to Europe and Asia, grown as a root vegetable.	Threatens prairies and oak opening; can severely modify habitats; contact with sap can cause rash, blistering and discoloration of skin	Using gloves, pull out by hand
<u>Black locust trees</u>	Native to Appalachia, planted for nitrogen-fixing qualities and hard wood	Crowds out native vegetation and creating single-species stands; reproduces vigorously by root suckering and stump sprouting	Cut-stump or basal bark spray chemical treatments



EAB Infested Firewood



Creeping Bellflower



Japanese Beetles



Earthworms

Recent City and Community Activities:

- The Environmental Commission, city staff, and community members gathered in May for the 4th annual Arbor Day tree planting at Riley Ridge Park. An average of 20 trees are planted each year in selected parks.
- To promote private tree planting during Arbor Month, the city offers tree coupons to residents who are interested. Begun in 1996, the 2014 coupons were worth \$50 towards the purchase of a tree at local nurseries, and 120 of these were used.
- Also in May, the Environmental Commission selected a winner in the Arbor Day Poster Contest open to Chanhassen 5th graders and first started in 1998. The theme was "Trees are Terrific – Inside and Out!" and the finalists received special recognition from Mayor Furlong at the April city council meeting.
- In November, the Environmental Commission organized a public buckthorn removal day at Seminary Fen for the fourth year in a row. Interpretive hikes were offered by the DNR specialists on the ecology of the calcareous fen.
- The city continually monitors public areas for invasive species. In 2014, seven park areas and many sections of trails were treated for buckthorn, garlic mustard, black locust, and wild parsnip.

Get Involved!

- Watch local publications and join us for the Arbor Day celebration!
- Report invasive species on your property.
- Properly care for trees in your yard. A copy of the "Tree Owner's Manual" can be downloaded.
- Never remove trees from bluffs, even on private property!
- Never remove trees from public property, it is against the law and several fines have been levied in the past few years.
- Check out how valuable trees are by using this calculator:
<http://www.treebenefits.com/calculator/>

