

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

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

**TUESDAY
November 14, 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 Plan Commission's review and recommendation of Conditional Use Permit for J.K. Lee Black Belt Academy, 6838 North Santa Monica Boulevard.

b. Pool Advisory Committee

1. The Village Board will receive a report and presentation regarding an update from the Fox Point Pool Advisory Committee Chairperson.

(Pages 1-30)

- 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 October 10, 2017 Village Board meeting.
(Pages 31-40)
 - b. Approve the minutes of the October 25, 2017 Village Board Budget Workshop.
(Page 41)
 - c. Appoint Election Inspectors for the two-year term of January 1, 2018 through December 31, 2019 per the Village Clerk's memo dated November 2, 2017.
(Pages 42-45)
 - d. Grant a Conditional Use Permit to J.K. Lee Black Belt Academy, 6838 North Santa Monica Boulevard and authorize the Village President and Village Clerk/Treasurer to sign the Conditional Use Order.
(Pages 46-57)

- e. Adopt the Ordinance to Repeal and Re-create portions of Section 670-2 of the Village of Fox Point village code concerning loud and unnecessary noise.
(Pages 58-61)
- f. Accept the proposal of Kapur & Associates for the 2017 Sanitary Sewer Lateral Televising in the amount of \$25,000 and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated November 8, 2017.
(Pages 62-65)
- g. Accept Amendment 1 from Stormwater Solutions Engineering, LLC in the amount of \$6,967 for additional design activities related to the Goodrich Lane Ravine and Regenerative Stormwater Conveyance Project and authorize the Village President and Village Clerk/Treasurer to sign the amendment per the Director of Public Works' memorandum dated November 8, 2017.
(Pages 66-73)
- h. Adopt the Final Resolution to Levy Special Assessment Under Municipal Police Power Pursuant to Sec. 66.0703, Stats. for sanitary sewer lateral improvements made in sanitary sewer basin numbers 2, 6 and 8.
(Pages 74-80)
- i. Accept the proposal of JMB & Associates, LLC of Menomonee Falls in the amount of \$7,780.00 for replacement of the existing Gas Detection System in the vehicle storage garage and authorize the Village Manager to execute the purchase order per the Assistant Director of Public Work's memo dated November 7, 2017.
(Pages 81-82)
- j. Approve the certified Survey map which divides and combines certain lands at 217 West Dunwood Road, known as the Dunwood redevelopment site, as recommended by the Village Plan Commission, subject to the conditions described in the Village Attorney's memorandum dated June 29, 2017.
(Pages 83-88)
- k. Approve Payment of the Bills in the amount of \$590,915.81 for the period October 1, 2017 through October 31, 2017 per the report submitted by the Village Manager.
(Pages 89-102)

5. New Business

a. Discuss and consider changes to Weed Ordinance

The Village Board will discuss, consider, and may act on a proposal to include additional invasive species to the Village "no grow" list.

b. Discuss and consider scheduling a special meeting for December 2017

The Village Board will discuss and consider scheduling a special meeting in December 2017 at which date and time the Board will conduct regular business.
(Pages 103-109)

c. Discuss, consider and possibly act regarding potential Village of Fox Point Village Board Compensation

The Village Board will discuss, consider and possibly act on a proposal to authorize compensation for Village Board of Trustees.
(Pages 110-113)

d. **Consider and possibly act on the Developer's Agreement for the Former Dunwood School Property**

The Village Board will consider and possibly act on the Developer's Agreement for the Former Dunwood School Property, including possible direction to Village Staff concerning the documents incorporated therein.

(Pages 114-143)

e. **Staff Update Regarding 8321 North Greenvale Road**

The Village Board will receive a report from staff regarding the proposed single family development at 8321 North Greenvale Road. *(No discussion and no action will be taken.)*

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

***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."*

Memo

To: Village Board, Village of Fox Point

From: Trustee Marty Tirado; Chair, Fox Point Municipal Pool Citizens Advisory Committee

Date: November 6, 2017

Re: Update on Committee Progress & Next Steps

Approximately a year ago the Village of Fox Point adopted a resolution to establish the Fox Point Municipal Pool Citizens Advisory Committee. As Chair of this committee, we have met regularly over the past 10 months to make progress on our mission to assist in the identification of alternatives for the future disposition of the Municipal Pool, i.e., restoration, removal, replacement, relocation, reprogramming, and to assist in the identification of existing appropriate entity, or the creation of an appropriate entity, to conduct fundraising efforts for the municipal pool. Please consider this memo an update on our progress.

We have obtained crucial information to further our mission from several sources. Our committee conducted an admissions and fees comparison to surrounding pools, we partnered with UWM to have graduate students create a pool facility study that included a public survey and input meeting, we examined information from our Department of Public Works (DPW) staff on the current physical status of the pool, and we viewed a presentation from a pool consulting company that reviewed possibilities for the pool and offered guidance on future considerations. From this information, we have come to these initial conclusions:

1. **Stakeholder support for the pool.** The UWM study consisted of a survey that showed support of continuing to operate the pool at either current costs or regardless of costs¹ (79% support of 842 respondents; 57% of respondents live in Fox Point). The survey only addressed operating costs. We currently do not have an accurate estimate of what removal and replacement costs will be, thus a question of supporting much larger construction costs vs. operating costs was not in the survey.
2. **Major restoration of the existing pool is not a good investment of resources.** The information from the DPW, supported by an older consultant report (Barrientos study), show significant structural and building code issues exist in the pool. In 2018 the pool will reach 50 years of existence. Current data indicates the pool has reached or exceeded its useful life.
3. **Further information needed to pursue replacement of the current pool.** The UWM study recommended rebuilding of the current pool and pool house structure. However, the UWM study was a snapshot that only explored some basic demographics, a community survey and feedback from a public meeting. In order to pursue replacement of the current pool more information is needed. An important factor in a decision to replace is the financial component of such a project. Finding out what the threshold is for

¹ Village of Fox Point Public Pool Facility, May 2017

spending for removal and replacement costs will need further evaluation, on both what stakeholders support and what the Village can afford.

4. **Consideration of two locations for a new pool.** From the UWM study and numerous discussions with Village staff, it's important to conduct due diligence and evaluate all possible options, including further exploration of two possible locations for a new pool. These locations are the current pool location and Longacre Park north. Consideration should be made of how the Fox Point pool is a component of a strategic Village park and recreation plan.

With the progress we have made, new possibilities and the need for more information naturally arises. A summary of the main items we will need to address include, but are not limited to:

1. **Location of a new pool.** Both the current location and Longacre Park north have pro's and con's and cost variances. We will need to conduct an extensive exploration of the pro's and con's to each location to come to a recommendation on the most preferred location. This analysis will include ways to partner with other recreation opportunities and ways to utilize a pool structure for purposes beyond just the pool.
2. **Financial projections and fundraising.** We will need to look at possible estimates of stakeholder revenues and fees compared to new operating costs, financing options of new construction, a fundraising strategy possibly including a major gift strategy, a public/private partnership and other financial analyses as they arise.
3. **Planning and design consulting.** In order to understand design possibilities, cost estimates and evaluate the two locations, we are going to need consulting support from outside of Village staff. An item the committee is working on is a scope of services and deliverables for what help is needed from a consultant/s. When this scope of services is complete, we will forward to the Village Board for its consideration of funding.
4. **Ongoing stakeholder participation.** Throughout this continuing process, we want to find ways to obtain feedback and ideas from stakeholders. The UWM survey and public meeting was a good start, it's important to continue to be transparent and relevant as we make important recommendations to the Village Board. Future stakeholder participation may include future Village wide print and electronic surveying.

In order to obtain further information and analysis, we are recommending that the Village continue to allocate funding in its budgeting process in order to engage consultant/s and service provider/s to assist in analyzing the possibilities mentioned in this report. This funding will be useful in order for the Village to make informed decisions as the work of the committee moves ahead.

The committee considers this document a progress report and wants to be in alignment with the original reasons for our establishment and the vision of the Village Board. I look forward to discussing this memo at a future meeting of the Village Board.

FOX POINT MUNICIPAL POOL PRESENTATION

BILL WOJTANOWSKI

SCOTT BRANDMEIER

AUGUST 22, 2017

POSSIBLE POOL LOCATIONS

- EXISTING SITE
 - CONSTRUCTION SEQUENCING (COMMENCE AFTER SEASON IS COMPLETE)
 - SPACE CONSTRAINTS
 - EASEMENT
- INDIAN CREEK
 - LOCATED IN 100-YEAR FLOODPLAIN
- LONGACRE NORTH
 - LARGER AREA
 - USED FOR SKATING RINK
 - PARKING CONCERNS
- LONGACRE SOUTH
 - RELOCATION OF TENNIS COURTS AND SOCCER FIELDS
 - BIOFILTRATION SWALE
 - TREE CONFLICTS

POSSIBLE POOL LOCATIONS – EXISTING LOCATION

The existing pool consists of approximately 2.7 acres (118,000 square feet)

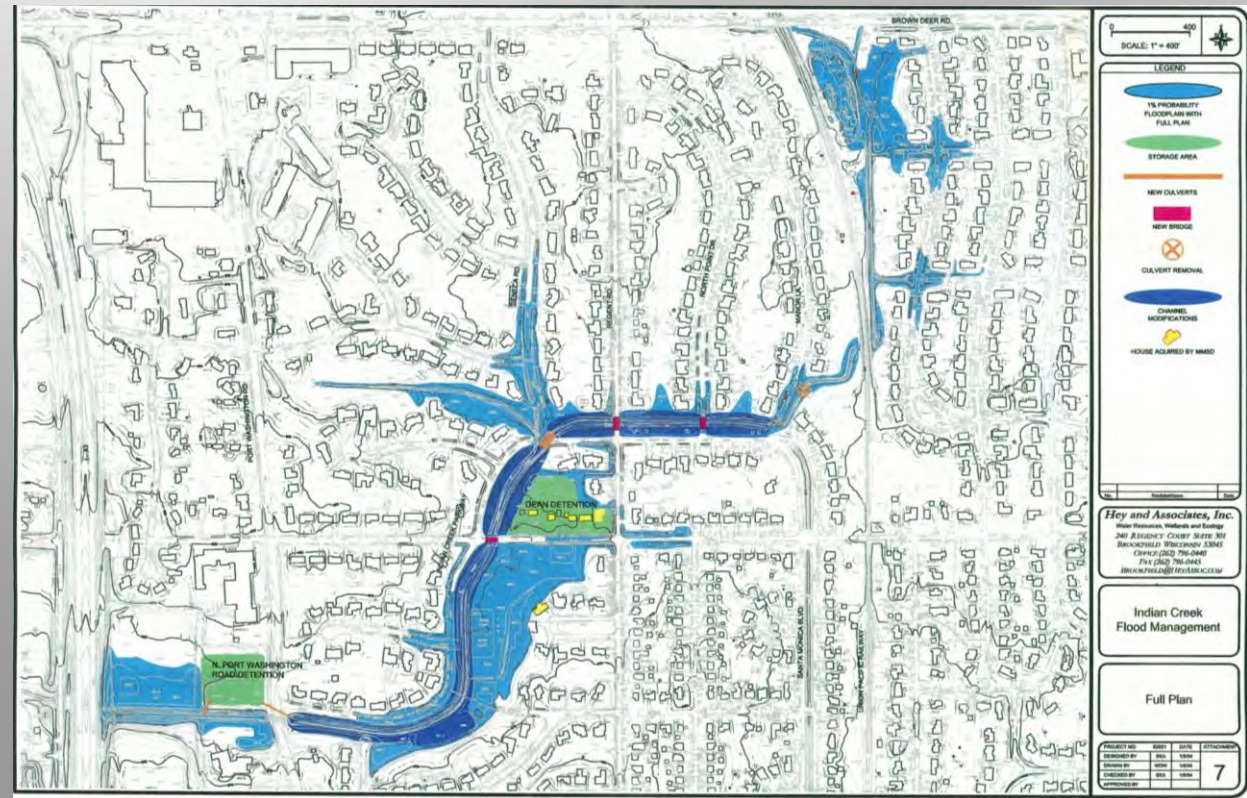
- The pool makes up about 28,000 square feet.
- The parking lot consists of another 31,000 square feet.
- An easement extends through the driveway and along the east side of the parking lot to the recently constructed cell tower.



POSSIBLE POOL LOCATIONS – INDIAN CREEK

Indian Creek conflicts:

- The former rink & shelter, current playground & tennis courts, and current ball diamond are all located within a 100-year floodplain.
- Construction within a 100-year floodplain is strictly limited and is very unlikely to be allowed.



POSSIBLE POOL LOCATIONS – LONGACRE NORTH

Longacre North consists of approximately 3.8 acres (164,000 square feet)

- The warming shelter is about 5,000 square feet
- The rink area is about 62,000 square feet.
- This site is about 56,000 square feet larger than the existing site.



POSSIBLE POOL LOCATIONS – LONGACRE SOUTH

Longacre South also consists of approximately 3.8 acres (164,000 square feet)

- The tennis courts use about 27,000 square feet
- The soccer fields about another 27,000 square feet
- Parking uses about 11,000 square feet
- The bioswale consists of about another 11,000 square feet. The bioswale, by agreement with MMSD, cannot be disturbed.
- There are also many Village trees planted at this location.



CONDITION OF EXISTING POOL FACILITIES AND SPACE LIMITATIONS

- TWO PREVIOUS REPORTS (BARRIENTOS & UWM) DETAILED CURRENT CONDITION AND SPACE LIMITATIONS
- RENOVATION MAY BE IMPRACTICAL
- SINCE BARRIENTOS REPORT:
 - EXISTING POOL FACILITIES HAVE BEEN MAINTAINED TO BE USABLE AND SAFE
 - IN THE PROCESS, DETERMINED THAT OPTIONS ARE LIMITED TO UPGRADE THE EXISTING FACILITIES
 - INADEQUATE SPACE AND OUTDATED OVERALL DESIGN
- FACILITY EVALUATION
 - EQUIPMENT & MAINTENANCE NEEDS
 - REUSABLE EQUIPMENT
 - FACILITY CONCERNS (STRUCTURAL, MECHANICAL, ELECTRICAL, OPERATIONAL)
 - ESTIMATED COSTS

PARKING LOT

Parking Lot Issues:

- Surface and base are in poor condition requiring annual repairs (patches)
- Not enough space for larger events
- Traffic pattern causes congestion and mixes vehicle traffic with pool patron traffic
- Poor lighting



WATER SERVICE LATERAL AND POOL PIPING

Water Supply Lines:

- There is 200' of 3" water lateral but only 20' was replaced in 2010
- 180' of old pipe runs under Santa Monica
- A 2" water line runs under the women's dressing room, divider wall and the pool deck between the pavilion and the control pit
- A problem during the pool season would cause disruption of pool availability for an unknown amount of time & without notice



PAVILION ROOF

The cedar shake roof may be original except for the chimney flashing and the ridge and hip boards which were replaced in 2012.



NORTHWEST STAFF / MECHANICAL ROOM

Space Constraints:

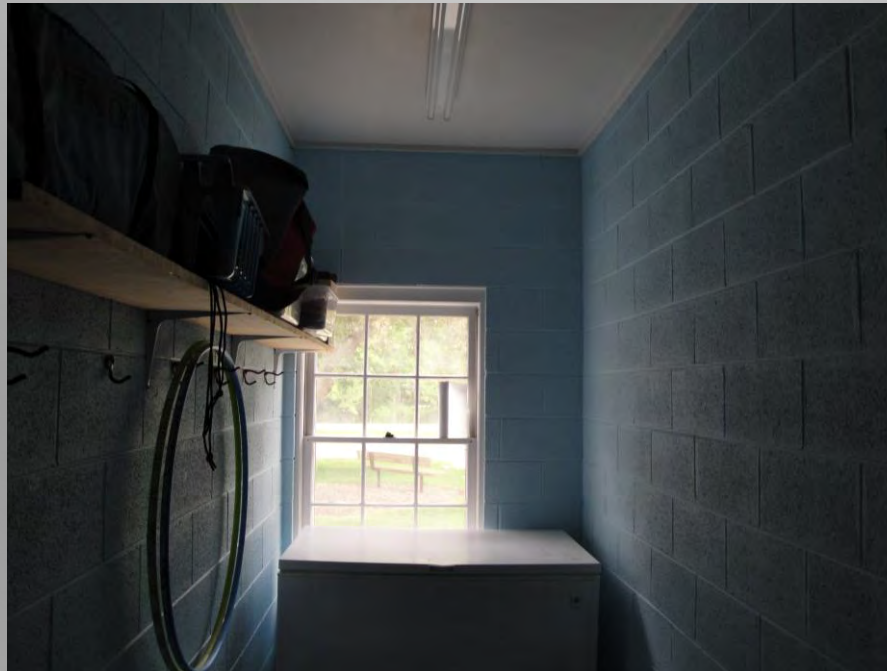
- Limited space for staff and storage
- Water heater clearance must be a minimum of 3' due to a fire hazard
- The water service runs through this room up into the attic area for distribution throughout the entire facility
- Only about 10% of the piping in the attic has been replaced or updated



SOUTHWEST STAFF / ELECTRICAL ROOM

Space Constraints (con't):

- Limited space
- Electrical panel clearance must be a minimum of 3' and it is always an issue with staff and equipment
- Underground electrical conduits are believed to be in poor condition and one circuit is currently out of service



POOL OFFICE

- Limited space for staff and equipment
- Concrete block contains large horizontal and vertical cracking
- Inadequate accommodations for computer, electrical, public address and communications systems
- Ceiling is porous and should be replaced
- The ceilings in the lobby and concessions areas are in need of replacement as well



CONCESSIONS STAND

- Inadequate space for food storage and preparation
- Limited dry food storage space
- Sink does not meet current code because it does not include a large basin for pans or a separate basin for washing hands (grandfathered)
- Window air conditioning is not ideal
- Ceiling is porous and in need of replacement (code violation)



RESTROOMS / SHOWER ROOMS

- The restrooms are very narrow and not easily accessible for wheel chairs
- The shower rooms are one of the only areas that could be considered to be adequate in size and layout
- The floors have a rough surface to eliminate a slipping hazard but this makes them difficult to clean and they are currently stained



DRESSING ROOMS / OUTDOOR

- Difficult to access by wheel chair
- Entry/privacy
- Deteriorating block walls
- Outdoor design is a problem with vandalism



POOL MECHANICALS & STORAGE ABOVE GRADE / OUTSIDE VIEW

Fenced area is 38' x 38' 1,444 sq. ft. containing:

- Outside storage
- 23' x 9' Storage shed
- 8' x 8' Boiler House
- 9' x 2' Acid storage shed
- 9,300 gal. surge tank
- (2) Main pool heaters
- (1) Wading pool heater
- Electrical Transformer
- Gas meter and piping
- 2" water supply line
- (6) 36" Main pool filters
- (1) 30" Wading pool filter
- (2) circulating pumps & debris strainers
- (2) Chemical controllers
- Chemical piping
- Filtration piping
- Sanitary sewer pit & pipe

NOTES:

- Chlorine is stored outside of this area in a separate building
- The concrete surge tank is deteriorating near the pipe connections



POOL MECHANICALS & CONTROLS BELOW GRADE / INSIDE VIEW



POOL MECHANICALS / EXISTING DESIGN ISSUES

- The chlorine storage building is outside of the fenced area
- There is a large sanitary sewer pipe in the pool control pit



POOL MECHANICALS / MAIN POOL FILTERS BENEATH THE STORAGE SHED

- Six large 36" main pool filters are located beneath the floor of the storage shed
- Access for routine maintenance is very difficult
- The floor to ceiling height is less than 5'
- The storage shed floor would have to be cut open in order to replace any of these filters because the shed was built on top of them



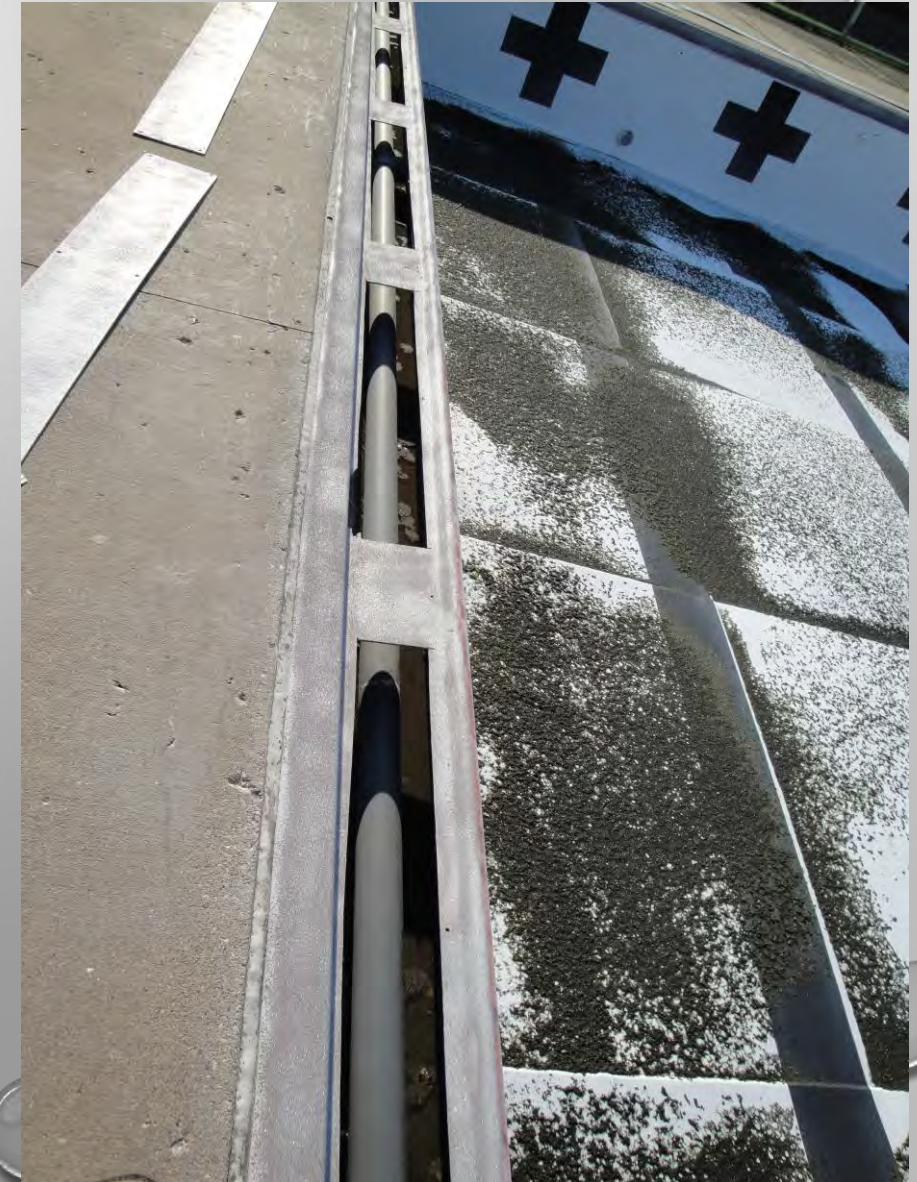
ALUMINUM POOL STRUCTURES

- Both pools are made 100% of aluminum
- The aluminum shells and paint are in relatively good condition
- Both pools require repainting every 4-6 years
- The diving well does not meet current pool construction standards for a diving board of any type (grandfathered)



MAIN POOL STRUCTURE

- The southeast pool wall is bowed and getting worse by the season – assumed to be a wall support failure or external pressure issue
- The original pool water piping was abandoned in 1994 and replaced by PVC piping inside of the return gutter which affects circulation throughout the entire pool



WADING POOL STRUCTURE

- The wading pool aluminum structure is in relatively good condition
- The wading pool is slowly losing water most likely through broken skimmers and/or main drain mounts (this will need to be addressed before next season)



CONCRETE POOL DECK

- The concrete pool deck is in poor condition with rough surfaces, cracks and uneven joints
- The concrete block partition walls in the dressing areas are sitting on top of the concrete deck making replacement extremely difficult or requiring replacement of the walls
- The deck must remain suitable for barefoot traffic



CONCRETE POOL DECK



EQUIPMENT THAT COULD BE CONSIDERED FOR SALVAGE OR REUSE

- WATER HEATERS (2) (2015)
- MAIN POOL HEATERS (2) (2016)
- MAIN POOL PUMP (2016)
- MAIN POOL FILTERS (6) (2002)
- WADING POOL HEATER (2015)
- WADING POOL PUMP (2015)
- WADING POOL FILTER (1999)

NOTES:

- Equipment is specifically designed for use with the existing pools and may not work on a different style or design of pool or pools.
- Some things that must be considered are current pool construction codes, pool capacity and design features such as zero-depth-entry pools and/or any type of water attraction which will determine the required flow rates for pump and heater sizing.
- The automated water-level and chemical control systems are beyond their service life and should not be considered for salvage or reuse.

EQUIPMENT THAT COULD BE CONSIDERED FOR SALVAGE OR REUSE



COST ESTIMATES

- UWM STUDENTS – PROVIDED A RANGE OF \$2.1 MILLION TO \$8.7 MILLION FOR A NEW FACILITY
- \$2.1 MILLION BASED ON BARRIENTOS' ESTIMATE FROM APPROXIMATELY 10 YEARS EARLIER, UPDATED FOR INFLATION
- \$8.7 MILLION BASED ON HOYT PARK POOL UPDATED FOR INFLATION
- REHABILITATION MAY BE A COSTLY OPTION WITH LITTLE BENEFIT (IN EXCESS OF \$1.0 MILLION)
- SUGGEST CONSTRUCTING YEAR ROUND TYPE FACILITY – POOL, COMMUNITY CENTER, SENIOR CENTER, SKATING RINK – MAY PUSH COST TOWARD \$3.5 TO \$4.0 MILLION (VERY ROUGH ESTIMATE)

**VILLAGE OF FOX POINT
SPECIAL VILLAGE BOARD MEETING
TUESDAY, OCTOBER 10, 2017**

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A meeting of the Fox Point Village Board was held on Tuesday, October 10, 2017 in Conference Room, 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. The Village Board present included:

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

Absent-Trustee Christine Symchych

Also present were Village Manager Scott Botcher, Assistant Village Manager Michael Pedersen, Public Works Director Scott Brandmeier, 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

Shirani Matugama, 8307 N. Greenvale Road

Ms. Matugama objected to any development of the 8311 North Greenvale Road substandard and non-conforming lot. Ms. Matugama's concerns are the lot will negatively impact the health, safety and well-being of members of the community, as well as cause property damage and depreciate the surrounding property values. Ms. Matugama requests that the village not permit any development and resolve the situation swiftly **[Exhibit 1-submitted letters and 4 photos]**.

Jim Marks, 8310 North Poplar Drive

Mr. Marks' property abuts the vacant lot at 8311 North Greenvale Road. His concern was potential development on the lot located at 8311 North Greenvale Road. Development would impact the outlying lots by narrowing the water flow. Mr. Marks asked the Village Board to consider all of the effects and keep the residents informed.

Donald Polacheck, 8326 North Poplar Drive

Mr. Polacheck's concerns were the natural water flow he observed for 63 years from his home on Poplar Drive; water flow normally runs through the vacant lot at 8311 North Greenvale Road. He commented that it would be a mistake to change the water flow pattern with development.

Myra Van Uxem, 8325 North Greenvale Road

Ms. Van Uxem has lived at 8325 North Greenvale Road for 43 years this fall. She noted her concern was for any new property lot owner who has purchased the lot at 8311 North Greenvale Road being unaware of the lot's history. Ms. Van Uxem stated she is opposed to any development on this property.

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Without objection, President Frazer suspended the rules to permit Director of Public Works Scott Brandmeier to clarify and give a brief update on the North Greenvale Road lot.

Hearing no other comments, public comment was closed by President Frazer.

Committee Reports – Plan Commission

President Frazer gave a brief report regarding the Plan Commission's review and recommendation of Certified Survey Map which includes a proposed land combination of two parcels submitted by applicants Elizabeth and David Sadoff, located at 7855 North Club Circle. President Frazer noted standard conditions were established and accepted by the applicant.

President Frazer also gave a brief report concerning the Plan Commission's consideration and recommendation of the Conditional Use Permit for Elvia's Arte, 333 W. Brown Deer Road, Suite N to open an art gallery.

Applicant Elvia's Arte Elvia Savage, 6953 North Barnett Lane was present to provide information and answer questions.

Hearing no public comment, President Frazer closed public comment and moved to the Consent Agenda.

Consent Agenda

- a. Approve the minutes of the September 12, 2017 Village Board meeting.
- b. Approve the minutes of the October 4, 2017 Special Village Board meeting.
- c. Adopt the Preliminary Resolution Declaring Intent to Levy Special Assessment Under Municipal Police Power Pursuant to Sec. 66.0703, Stats. for sanitary sewer lateral improvements made in Sanitary Sewer Basin Nos. 2, 6 and 8.
- d. Accept Change Order No. 1 from Wachtel Tree Science in the amount of \$5,000 for additional general forestry activities and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works' memorandum dated October 4, 2017.
- e. Accept Change Order No. 1 from Wachtel Tree Science in the amount of \$6,000 for additional Emerald Ash Borer (EAB) Initiative activities and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works' memorandum dated October 4, 2017.
- f. Accept the quote of Voss' Treemendous Tree Service in an amount not to exceed \$35,000 for the removal of the ash trees and treatment of stumps in the Village in accordance with the EAB Initiative Tree Removal Program and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Village Forester's memorandum dated October 3, 2017.

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- 96 g. Grant a Conditional Use Permit to Elvia's Arte, 333 W Brown Deer Road (Audubon Court
97 Shopping Center) Suite N and authorize the Village President and Village Clerk/Treasurer to
98 sign the Conditional Use Order.
99
- 100 h. Approve the Land Combination and Certified Survey Map submitted by applicant Elizabeth and
101 David Sadoff for the property located at 7855 North Club Circle, upon all terms and conditions
102 recommended by the Village Plan Commission.
103
- 104 i. Discussion and action regarding Resolution of Commendation and Appreciation for former
105 Fox Point Audit Committee member Terry D. Rindt.
106
- 107 j. Discussion and action regarding Resolution of Commendation and Appreciation for former
108 Fox Point Board of Appeals Chairman Jonathan Margolies.
109
- 110 k. Discussion and action regarding Resolution of Commendation and Appreciation for former
111 Fox Point Board of Appeals member Robert Schley.
112
- 113 l. Discussion and action regarding Resolution of Commendation and Appreciation for former
114 Fox Point Building Board member Gerald Hussin.
115
- 116 m. Discussion and action regarding Resolution of Commendation and Appreciation for former
117 Fox Point Ethics Board member Mark Ratke.
118
- 119 n. Discussion and action regarding Resolution of Commendation and Appreciation for former
120 Fox Point Water/Sewer Utility Committee member John Mayer.
121
- 122 o. Discussion and action regarding Resolution of Commendation and Appreciation for former
123 Fox Point Water/Sewer Utility Committee Saeed Karshenas.
124
- 125 p. Discussion and action regarding Resolution of Commendation and Appreciation for former
126 Fox Point Water/Sewer Utility Committee member John Delwiche.
127
- 128 q. Confirm President Frazer's appointment of Bruce Weiss, M.D. to fill vacancy of Bill Warner as
129 the village representative to the North Shore Health Department.
130
- 131 r. Approve Payment of the Bills in the amount of \$804,684.82 for the period September 1, 2017
132 through September 30, 2017 per the report submitted by the Village Manager.
133

134 Trustee Fonstad requested agenda item 4g be removed from the consent agenda. Trustee
135 Sumner requested agenda item 4d be withdrawn from the consent agenda.
136

137 *On motion of President Frazer, seconded by Trustee Fonstad and carried*
138 *unanimously, the Village Board approved the consent agenda, as noticed and as*
139 *amended with the removal of items 4d and 4g.*
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Accept Change Order No. 1 from Wachtel Tree Science in the amount of \$5,000 for additional general forestry activities (4d)

On motion of Trustee Sumner, seconded by Trustee Ollman, and carried unanimously, the Village Board accepted Change No. 1 from Wachtel Tree Science in the amount of \$5,000 for additional general forestry activities and authorized the Village President and Village Clerk/Treasurer to sign the change order per Director of Public Works' memorandum dated October 4, 2017.

Grant a Conditional Use Permit to Elvia's Arte, 333 W Brown Deer Road (Audubon Court Shopping Center) Suite N (4g)

On motion of Trustee Fonstad, seconded by President Frazer, and carried unanimously, the Village Board grant the Conditional Use Permit to Elvia's Arte 333 W Brown Deer Road with the Conditional Use Order amended to state, upon prior approval, any modifications to the days and hours be submitted to the Village Manager for approval.

Resolution of Condolence and Appreciation of Former Trustee Bill Warner

President Frazer and Village Trustees offered their condolences and said a few words in commemoration of former Trustee Bill Warner who passed away on September 15, 2017.

On motion of President Frazer, seconded by Trustee Fonstad, and carried unanimously, the Village Board adopted the Resolution of Condolence and Appreciation of Former Trustee Bill Warner.

Future Agenda Items

On motion of Trustee Sumner, seconded by President Frazer, and carried unanimously, the Village Board on an upcoming agenda will revisit, discuss and possibly act on potential Fox Point Village Board compensation.

Announcements

Village Manager Scott Botcher announced the Fox Point Village Board compensation can be discussed at the upcoming 2018 Village Budget Workshop meeting.

Adjourn

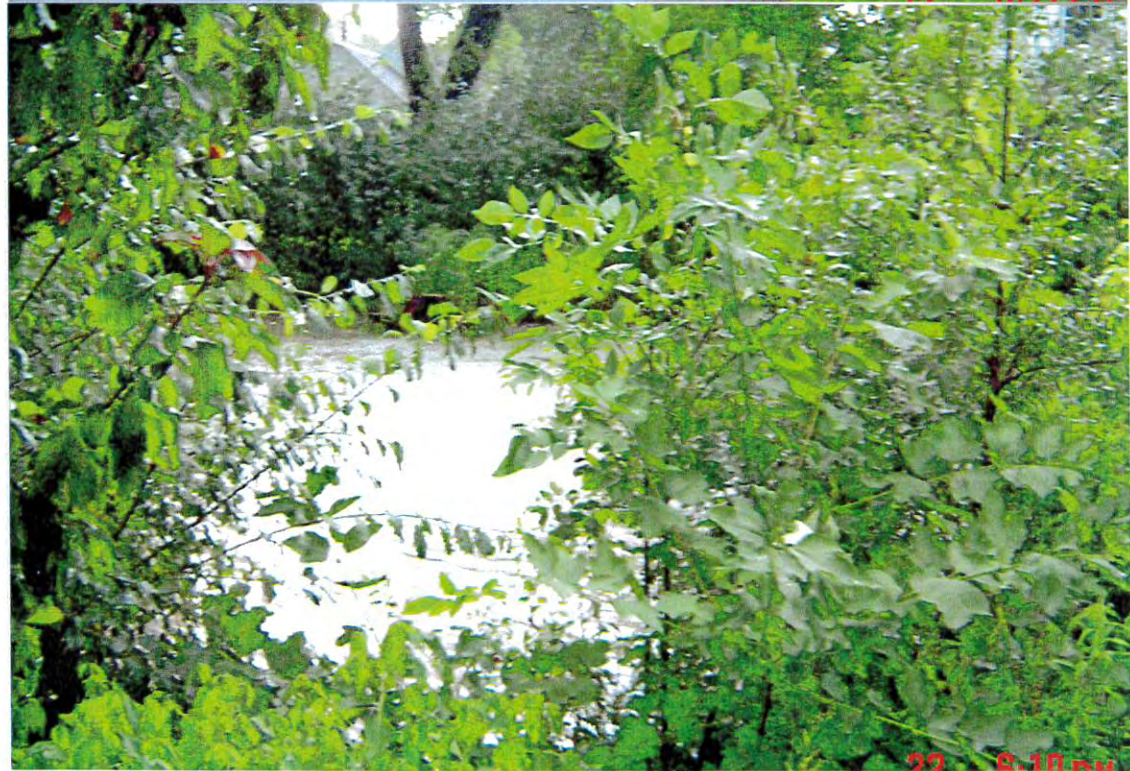
On motion of President Frazer, seconded by Trustee Kravit and carried unanimously, the Village Board adjourned the Village Board meeting at 7:36 p.m.

Respectfully submitted,

Kelly A. Meyer
Village Clerk/Treasurer

EXHIBIT #1





8307 North Greenvale Road
Fox Point, WI 53217

October 6, 2017

Mr. Scott Brandmeier
Director of Public Works and Village Engineer
Village of Fox Point
7200 North Santa Monica Drive
Fox Point, WI 53217

Dear Mr. Brandmeier:

We received your letter dated September 18, 2017 addressed to the property owners within 500 feet of the 8311 North Greenvale Road (which may also have as its address 8321 North Greenvale) lot, regarding the fill order to construct a structure on the property.

As you know, our home is adjacent to that property. We strongly object to a structure being built on the subject lot. As you may recall, we met with you on February 25, 2016 and discussed our concerns. Our letter dated February 25, 2016 is attached for your immediate reference. As stated in that letter, to remove two existing homes and build another one (where none of the calculations used in the construction of the detention pond in 2003), will only negatively affect our health, safety and wellbeing along with other affected neighbors. It will also depreciate the value of our home, having lived in it for over 33 years.

The engineering firm hired by the Village when the pond was constructed in 2003, states:

"The recent storm water improvements, as built, will just prevent storm water from entering the homes at 8303 and 8307 N. Greenvale during the design storm event. This means any minor modification in storm water conveyance capacity generates an increase in the water surface elevation. This may allow storm water to reach and potentially enter these homes."

For some reason, even if the proposed grading plan submitted may meet the Village code for that particular lot, we request the Village to hire an outside engineering firm to provide a comprehensive study to look at **storm water management in the broader area** so that the Village can assure us that we and the surrounding neighbors will not be negatively impacted by the proposed development.

The lot in question has been for decades, a natural drainage course for storm water runoff. The detention pond currently stores and holds storm water in the surrounding area as well as water channeled from EAST OF LAKE DRIVE, which the residents were not aware of during the construction of the detention pond. The Village Code Chapter 272 addresses for Solid Fill and Grades. It states, a **"fill permit may be denied if it is determined that the fill presents an unnecessary or unreasonable risk of**

harm, particularly as to drainage and storm water runoff to other properties in the area." We definitely feel that our home will be negatively impacted due to conditions of unnecessary and unreasonable risk of harm, as stated in the Village Code.

The storm drain which traverses the subject lot, overflows when we have significant ponding runoff during major rain events (not 100 year storm events!). Therefore, the changes that would include removing vegetation, excavation, filling and grading will have a definite negative affect on us as the subject lot is *minimally* below our house. This would also affect the surrounding residents.

We respectfully request that you take into consideration all of our stated concerns over many years and take whatever steps to protect not only our wellbeing, but that of our neighbors as well, who have lived in their homes for many years and paid taxes, in the hopes that the Village will protect us, thereby not developing the subject lot.

Thank you.

Sincerely,



Sumith Matugama



Shirani Matugama

P.S. Enclosed are photos taken in 2008 during a rain event where the pond overflowed and the subject lot when it was up for sale.

8307 North Greenvale Road
Fox Point, WI 53217

February 25, 2016

Mr. Scott Brandmeier
Director of Public Works and Village Engineer
Village of Fox Point
7200 North Santa Monica Drive
Fox Point, WI 53217

Dear Mr. Brandmeier:

Thank you for meeting with us this morning, to discuss a grave and serious matter to us concerning the development of the vacant property adjoining our home at 8307 North Greenvale Road, Fox Point.

We have lived in our home in the Village of Fox Point for over 33 years. Over the years, we have experienced several situations relating to water issues at the intersection of Greenvale/Spooner Roads. These situations have inundated many homes filling their basements with water and in some cases sewerage. According to the best of our knowledge, the most severe water event occurred in 1997. After meeting with many residents and village officials, a Storm Water Task Force was created to study the problem, and a storm water detention pond was constructed and completed in 2003 to reduce and possibly eliminate the potential for inundation of the surrounding area. To accomplish this, the village removed two existing homes. None of the calculations used in the construction of the detention pond took into consideration a home being built on it to include the grading of that vacant lot. To remove two existing homes and build another in the same area does not make a sound decision to us or to the neighborhood. Thirty neighbors signed a letter dated October 2, 2015 by Michael Burton to the Village objecting to a house being built on the vacant lot. (See attached list of the 30 neighbors who signed the letter).

Even though the word "flooding" has been used in communications over the years, it is actually "ponding" that occurs each time, causing drainage issues surrounding the vacant lot. As you are aware, the detention pond currently stores and holds storm water in the surrounding area as well as water channeled from east of Lake Drive. This water is then channeled to the storm drain diagonally across the vacant lot into the Santa Monica Drainage Ditch. The vacant lot is part of the drainage area whenever ponding occurs and goes under water when the detention pond and the storm drain in the vacant property overflows. (See photos taken in 2008 after the detention pond was constructed).

While we appreciate the Village constructing the detention pond, which has helped the neighborhood, it does fall short of keeping the vacant lot from being inundated with water. This happens way less than during a 100-year rainfall. When this happens, it is a frightening experience for us and the surrounding neighbors. We, including our neighbors consider the lot as a natural drainage course.

While we have no issues with a non-conforming lot being deemed "buildable" by the Village attorneys, especially if it's on dry land and not having drainage issues, we and our neighbors consider the lot in question to be a natural drainage course which should definitely not be built on.

Page Two

The construction of a house on this lot, which is minimally below our home will raise the grade which will cause a situation of displacing water and directing it to our property and to some of our other neighbors during a storm event when ponding occurs. This will not only negatively affect our health, safety and well being, but also that of the other affected neighbors. It will also cause the value of our home, having lived in it for over 33 years and having repaired and made many updates, to be adversely affected, causing us severe hardship.

The scenario of a house being built has been addressed by Earth Tech, the engineering firm hired by the Village, designed the detention pond and other remediation features. A letter dated January 30, 2004 addressed to the former Village Manager from Earth Tech states:

"The recent storm water improvements, as built, will just prevent storm water from entering the homes at 8303 and 8307 N. Greenvale during the design storm event. This means any minor modification in storm water conveyance capacity generates an increase in the water surface elevation. This may allow storm water to reach and potentially enter these homes"

We therefore, respectfully request that you not approve the construction of a house on this lot and resolve this situation so that we and our immediate neighbors will not be severely impacted.

Thank you.

Sincerely,

D. Sumith Matugama

Shirani E. Matugama

**VILLAGE OF FOX POINT
VILLAGE BOARD BUDGET WORKSHOP
OCTOBER 25, 2017**

Village Board Agenda Pckt-11/14/17
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The Village of Fox Point held a Budget Workshop on October 25, 2017 in Schwemer Hall, 7200 N. Santa Monica Blvd., beginning at 7:00 p.m. Roll call was taken; members of the Village Board present included:

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

Absent-Trustee Bill Kravit

Also present were Village Manager Scott Botcher, Director of Public Works Scott Brandmeier, Police Chief Chris Freedy, North Shore Library Director Susan Draeger-Anderson and Village Clerk/Treasurer 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 boards.

Review and Discussion of the 2018 Village of Fox Point Proposed Budget

Village Manager Scott Botcher presented a PowerPoint of the 2018 Village of Fox Point Proposed Budget, including a brief overview of the 2018 Proposed Executive Budget binder. Public Works Director Scott Brandmeier presented the 2018 Public Works Proposed Budget.

Adjourn

On motion of President Frazer, seconded by Trustee Symchych, and carried unanimously, the Board adjourned at 9:55 p.m.

Respectfully submitted,

Kelly A. Meyer
Village Clerk/Treasurer



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: Kelly A. Meyer, WCMC
Village Clerk/Treasurer

Through: Scott Botcher, Village Manager

Date: November 2, 2017

Re: Appointment of Election Inspectors

Election Inspectors staff the polling place on Election Day. The duties of the Election Inspectors include preserving order, registering and recording electors, issuing ballots, monitoring voting equipment, counting votes, and properly completing the required forms. Election Inspector terms run from January 1 of an even-numbered year through December 31 of the subsequent odd-numbered year. The terms for currently appointed Election Inspectors will be expiring on December 31, 2017.

Village of Fox Point is fortunate to have approximately 49 election inspectors being reappointed or newly appointed to serve the new two-year term. ***We are still actively seeking new election inspectors for the 2018-2019 term.*** There are approximately 10 vacancies at this time. Nine election inspectors have been unable to return. Village of Fox Point would like to thank the following election inspectors for all their time and superb service to the community:

ELECTION INSPECTORS		
NAME	ADDRESS	YEARS SERVED
Caren Bass	140 E Cherokee Circle	1 Year
Nancy Ellis	8655 N Regent Road	13 Years
Jeri Lynn Fisher	500 W Bradley Road-Apt 113A	1 Year
Heidi German	7909 N Boyd Way	1 Year
Betty (Elizabeth) Moran	7333 N Crossway Road	1 Year
Cameron Settler	7844 N Boyd Way	3 Years

ELECTION INSPECTORS (CONTINUED)		
NAME	ADDRESS	YEARS SERVED
Gerry Tarney	500 W Bradley Road – Apt 115C	16 Years
Marian Brill	6950 N Barnett	2 years
Judy Shirley	8235 N Mohawk Road	5 years

An attached list of residents who are interested in serving as Election Inspectors for the two-year term of January 1, 2018 until December 31, 2019 has been provided.

It is my recommendation that the Village Board appoint the residents shown on the attached list to serve as Village of Fox Point Election Inspectors for the term of January 1, 2018 through December 31, 2019.

**VILLAGE OF FOX POINT
ELECTION INSPECTORS
TERM OF 01/01/18 TO 12/31/2019**

Village Board Agenda Pckt-11/14/17
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Last Name	First Name	Address
Barrett	Beth	8005 N Lake Drive
Barrett	Marie	1515 E Bywater Lane
Bell	Beverly	1000 E Bradley Road
Braun	Mary Sue	8530 N Regent Road
Conole	Kathryn	8305 N Santa Monica Blvd
Ellwein	Barbara	7436 N Lombardy Road
Ernster	Marceline	7612 N Fairchild Road
Ernster	Paul	7612 N Fairchild Road
Fangman	Samara Rachel	7864 N Links Circle
Finley	Ann Marie	8320 N Lake Drive
Franklin	Marilyn	7870 N Regent Road
Froemming	Barbara	151 W Blackhawk Road
Gallinger	Grant	7641 N Bell Road
Goodman	Hannah	8305 N Allen Lane
Griepentrog	Richard	8305 N Santa Monica Boulevard
Houchin-Miller	Lesley	205 E Calumet Road
Hurwitz	Lois	8700 N Port Washington Road #215
Hussin	Barbara	1016 E Quarles Place
Iverson	Karen	510 E Community Place
Jahrman	Sally	500 W Bradley Road C222
Johnson	Betty	433 W Bradley Road
Keefe	Marcy	6445 N Santa Monica Boulevard
Lachenmann	Roseann	7531 N Lake Drive
Melin	Bob	8108 N Whitney Road
Mills	Mary Beth	1811 E Dean Road
Miller	Antoinette	7013 N Lombardy Court
Mueller	Barbara	410 E Calumet Road
Murphy	Sara	7319 N Bridge Lane
O'Dwyer	Francis	8415 N Port Washington Road
Palmer	Robert	6711 N Holly Court
Patterson	Carol	8430 N Indian Creek
Pearson	Diane	7036 N Lake Drive
Pellin	Carla	500 W Bradley Road #115A
Rasansky	Cindy	200 W Nokomis Court
Reiley	Kathleen	702 E Green Tree Road
Rigby-McCotter	Christina	6819 N Barnett Lane
Sattler	Una	8601 N Manor Lane
Scarnavack	Claudia Jean	425 W Willow Court, Unit 152
Settler	Linda	7844 N Boyd Way
Shebesta	Luciana	425 W Willow Court, Unit 151
Shepard	Catherine	7040 N Crossway Road
Shows	Paula	820 E Green Tree Road
Stanislawski	Richard	214 E Clovernook Lane
Van Uxem	Myra	8325 N Greenvale Road
Vosmaer	Courtney	8363 N Indian Creek Parkway

**VILLAGE OF FOX POINT
ELECTION INSPECTORS
TERM OF 01/01/18 TO 12/31/2019**

Village Board Agenda Pckt-11/14/17
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Last Name	First Name	Address
Weindling	Pamela	8205 N Lake Drive
Wessel	Joan	8055 N Seneca Road
Whittle	Deborah	7721 N Santa Monica Blvd
Wolkenstein	Judy	500 W Bradley Road A108

Conditional Use Order

WHEREAS, an application has been filed by J.K. Lee Black Belt Academy (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 6838 North Santa Monica Boulevard, 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. J.K. Lee Black Belt Academy currently operates a martial arts studio teaching martial arts, life skills and character enrichment, and such use is hereby authorized to continue. The current application requests authorization to modify the interior of the building unit, which is hereby granted. Current hours of operation are Monday through Friday from 9:00 AM until 9:00 PM and Saturday from 8:30 AM until 3:30 PM.
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 _____, 2017, *nunc pro tunc* the ____ day of November 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: _____

VILLAGE OF FOX POINT
APPLICATION FOR CONDITIONAL USE PERMIT

PAGE 3

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: J.K. Lee Black Belt Academy

Fox Point Business Address: 16838 N. Santa Monica Blvd.
Fox Point 53217

Local Telephone Number: 414-540-9161

Email Address: jeffgendelmanthd@gmail.com

Contact Person: Jeff Gendelman

Name of Former Tenant (if known): _____

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: Lee Gendelman Venture, LLC

Address of the Corporate Headquarters: 16838 N. Santa Monica Blvd. Fox Point

Telephone Number of Corporate Headquarters: 414-540-9161

Email Address for Corporate Headquarters: jeffgendelmanthd@gmail.com

Names and addresses of all Corporate Officers: _____

Jeff Gendelman - 8935 N. Tenison Dr. Milwaukee 53217
Chan Lee - 1832 Gate Post Rd. Brookfield 53015

Name and address of the Corporate Agent: N/A

VILLAGE OF FOX POINT
APPLICATION FOR CONDITIONAL USE PERMIT

PAGE 4

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

Jeff Gendelman - 8935 N. Tenison Dr Milwaukee, WI 53217
414-758-1531

Chan Lee - 1832 Gate Post Rd Brookfield, WI 53045
414-803-5425

Names, addresses and phone numbers of all owners if different from Applicant: N/A

Section IV: All applicants must complete the remaining section.

Applicant's specific interest in site: They currently occupy the
space

Square footage of site: 4,000

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. N/A

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

Teaching life skills and character enrichment
through martial arts.

VILLAGE OF FOX POINT
APPLICATION FOR CONDITIONAL USE PERMIT

PAGE 5

Describe all owned fixtures, furniture, and equipment to be used on site: _____

Mirrors, matto, desks, chairs

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

Number of actual or anticipated employees: 4 to 8

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

Employees - 4 Customers - 16

Proposed days and hours of operation: M - F 9:00 - 9:00

Saturday 8:30 - 3:30

Describe any alterations planned for the site: Interior renovation only
reworking interior walls to create a better
flow for clients/customers entering space and to
have more floor space for martial arts activities

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

JEFF GENDELMAN

Proposed date of occupancy: Currently occupied


Business Owner - Signature

10.20.17

Date

JEFF GENDELMAN
Business Owner - PRINTED Name

VILLAGE OF FOX POINT
APPLICATION FOR CONDITIONAL USE PERMIT

PAGE 6

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 @ 10/24/17

Does the parking meet code requirements? PART OF AN EXISTING FACILITY

WHERE THE REQUIREMENTS HAVE
Is there proper exterior lighting? BEEN PREVIOUSLY ADDRESSED.

STB 10/25/2017

Are there any existing code violations? NO. @ 10/24/17

Additional Comments? STATE APPROVES PLAN; ARE READY FOR THE
PROJECT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. @ 10/24/17

Letter of Consent received from owner? _____

Comments/Date

Date application/materials received: October 24, 2017

Fee Paid: \$300.00 Receipt No. 1-053591

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

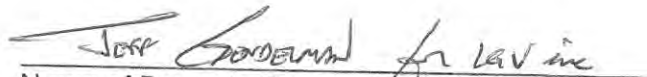
NOTICE

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 20 day of OCTOBER, 2017.


Signature of Property Owner


Name of Property Owner - PRINTED

Mailing Address of Property Owner:

6838 N. SANTA MONICA BLVD.
FOX POINT, WI 53217

Tax Key No. of Property:

456 1026721355 02

Address of Property:

6838 N. SANTA MONICA BLVD.
Fox Point, WI 53217

For Village Use Only:

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

Signature: _____

GENERAL CAPITAL



COLLABORATE · INNOVATE · EXECUTE

6938 N SANTA MONICA BLVD
MILWAUKEE, WI 53217

GENERALCAPITALGROUP.COM

P: 414.228.3500
F: 414.228.3700

October 17, 2017

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

**RE: Lee Gendelman Venture, Inc. dba J.K. Lee Black Belt Academy
6838 N Santa Monica Blvd.
Fox Point, WI 53217**

To the Village of Fox Point:

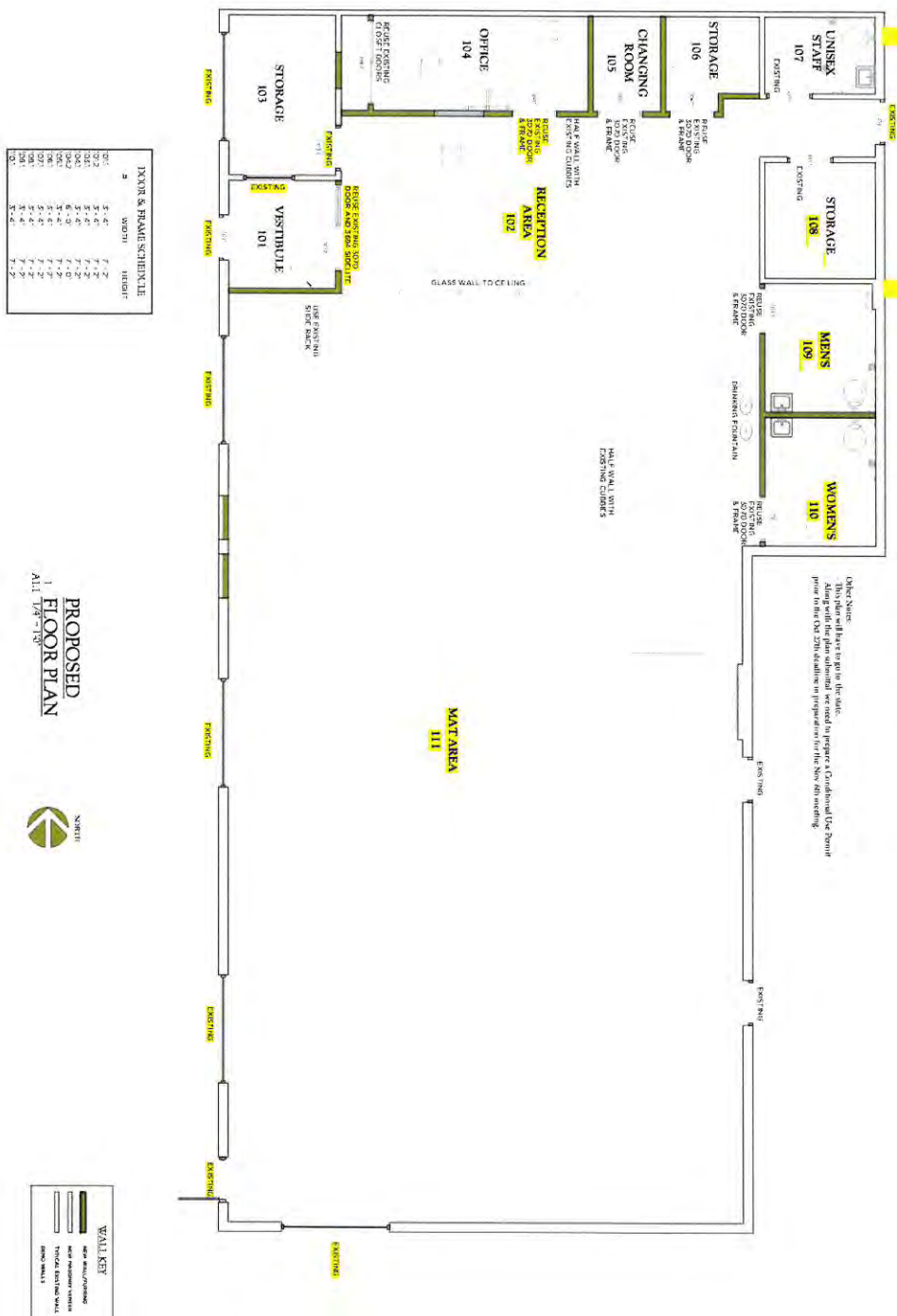
Please consider this letter our consent and approval as landlord for Lee Gendelman Venture, Inc. (J.K. Lee Black Belt Academy) to renovate and make improvements to their space at 6838 N. Santa Monica Blvd., Fox Point.

J.K. Lee Black Belt Academy is a long standing established business at the shopping center which we continue to support.

Sincerely,

M.S. FOX POINT/LLC

Michael Weiss
Agent for M.S. Fox Point, LLC



PRELIMINARY - NOT FOR CONSTRUCTION

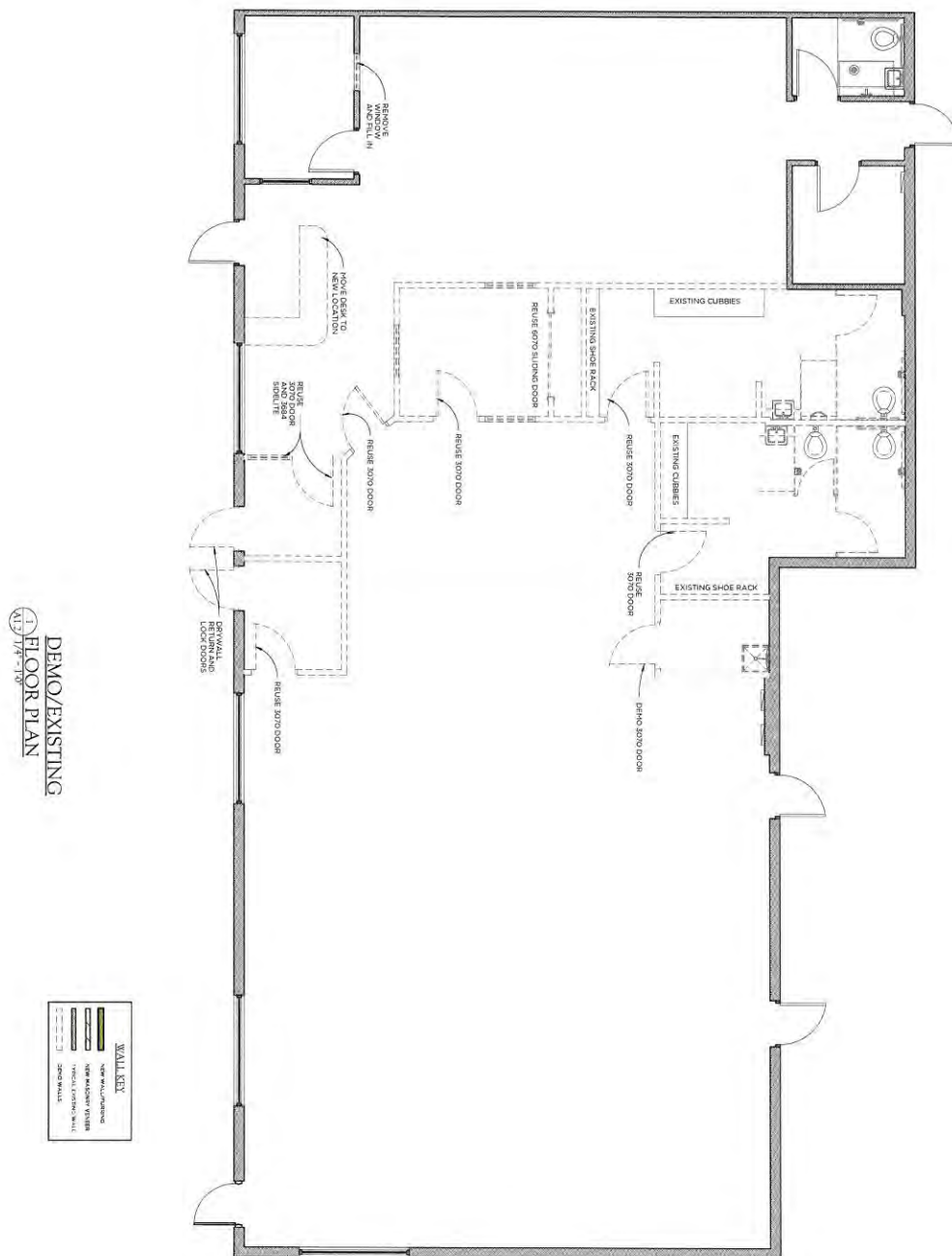
BUSINESS REPLY SERVICE
 1st CLASS PERMIT NO. 604 JEROME
 DE DEKALB
 ORDERING BY
 BUSINESS MAIL
 PROJECT MANAGER
 PREPARED BY NO.
 CONTRACT NO.
 DATE
 NO. OF PAGES
 A1.1

PROPOSED FOR:

JK Lee TaeKwonDo

6838 N. Santa Monica Blvd.
Fox Point, WI 53217





PRELIMINARY - NOT FOR CONSTRUCTION

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REVIEWS	
_____ _____ _____	
BUSINESS DIV. ABC Attn: Don't Know Jingo	
PERSON _____	
DEALING DIV. _____	INTERVIEW _____
PROJECT MANAGER	
DEVELOPMENT NO. _____	7/20/97
CONTACT NO. _____	_____
CITE _____	10/07/97
SHEET A1.2	

PROPOSED FOR:

JK Lee TaeKwonDo

6838 N. Santa Monica Blvd.
Fox Point, WI 53217



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

414-351-8900

Receipt No: 1.053591

Oct 24, 2017

JK Lee Black Belt Academy-J. Gendelman

Previous Balance:	.00
LICENSES & PERMITS - CONDITIONAL USE PERMIT	300.00
24-44550 CONDITIONAL USE PERMIT	
Total:	300.00
CHECK	300.00
Check No: 1366	
Payor: JK Lee Black Belt Academy-J. Gendelman	
Total Applied:	300.00
Change Tendered:	.00

Duplicate Copy

10/24/2017 12:59 PM



MEMORANDUM

POLICE DEPARTMENT VILLAGE OF FOX POINT

TO: SCOTT BOTCHER, VILLAGE MANAGER **87KS**
FOX POINT VILLAGE BOARD

FROM: CHIEF CHRISTOPHER FREEDY **CF**

DATE: NOVEMBER 7, 2017

REGARDING: NOISE ORDINANCE

Background / History

The Village of Fox Point adopted their first noise ordinance in 2003 at the recommendation of the police department and Village Manager to address recurring issues and an inability to properly enforce the violations. Prior to this ordinance, violators were subject to being issued a citation for disorderly conduct.

Recent complaints to the police department from citizens about noise violations has caused staff to review the ordinances purpose and intent, along with enforceability. Examples of complaints to the department include stomping of feet in the upstairs apartment, heavy equipment working a block or more away, neighbors having a band at a party, juveniles playing basketball, and the emptying of commercial garbage containers.

Unfortunately, the language in the ordinance (670-2) removes any discretion, latitude or reasonableness on the behalf of the officers and depends on the reaction and sensitivity of the complainant.

"It shall be unlawful for any person to make or cause to be made any loud, disturbing, or unnecessary sounds or noises which may reasonably be expected to annoy or disturb another in or about any street, alley, park, private residence, or any commercial, municipal, or other institutional properties within the corporate limits of Fox Point. It shall be prima facie evidence of a violation of these provisions and noise shall be presumed to be unreasonably loud if it is plainly audible within a single-family or two-family residence, with the doors and windows closed, or contiguous apartment in a multifamily residence, which is not the building, structure, apartment, or property from which the sound originates."

Recommendation

After reviewing ordinances from other communities and consulting with the Village Attorney, I am proposing the repeal and re-creation of village ordinance §670-2. Attorney Larson reviewed and applied existing case law to the proposed ordinance and drafted language which has been upheld in court. The new ordinance applies a "reasonable person standard" to the complaint and allows the officers to mitigate the situations in the interest of all affected parties.

It is my recommendation that the Village Board adopt the newly created ordinance to replace the existing §670-2.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL AND RE-CREATE PORTIONS OF SECTION 670-2 OF
THE VILLAGE OF FOX POINT VILLAGE CODE CONCERNING LOUD AND
UNNECESSARY NOISE**

WHEREAS, Section 670-2 A. of the Village of Fox Point Village Code regulates loud and an unnecessary noise in a manner that differs from similar ordinances that were upheld in the decision of the Wisconsin Supreme Court in *City of Madison v. Baumann*, 162 Wis. 2d 660 (1991) and its progeny, and *Sharkey's, Inc. v. City of Waukesha*, 265 F. Supp. 2d 984, E.D. Wisconsin (2003); and

WHEREAS, in order to survive vagueness challenges to noise ordinances, courts make an important distinction between regulations that depend upon the sensibilities of any particular person, which is a vague and subjective standard, and regulations that rely upon the reasonable sensibilities of a reasonable person, with the latter being found to be a constitutionally defined objective standard; and

WHEREAS, the Village of Fox Point Chief of Police has recommended that certain revisions be made to objectify the standards that apply to loud and unnecessary noise within the Village of Fox Point; and

WHEREAS, the revisions to Sections 670-2 A. and C.(4) are proposed to incorporate exactly the ordinance that survived constitutional vagueness challenges in the *Madison v. Baumann* decision; and

WHEREAS, the Village Board for the Village of Fox Point hereby intends to amend the Village Code as recommended by Village staff.

NOW, THEREFORE, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin does hereby ordain as follows:

SECTION I Chapter 670 of the Village of Fox Point Village Code entitled, "Offenses Against Public Peace, Safety and Welfare," Article I entitled "Peace and Good Order," Section 670-2 entitled "Loud and unnecessary noise," is hereby repealed and re-created as follows:

§ 670-2 Loud and unnecessary noise.

- A. Loud and unnecessary noise prohibited. ~~No person shall make or assist in making any noise tending to unreasonably disturb the peace and quiet of persons in the vicinity thereof except as described in subsection C. It shall be unlawful for any person to make or cause to be made any loud, disturbing, or unnecessary sounds or noises which may reasonably be expected to annoy or disturb another in or about any street, alley, park, private residence, or any commercial, municipal, or other institutional properties within the corporate limits of Fox Point. In this section, a noise shall be presumed to be unreasonably loud if it is~~

~~plainly audible within a single family or two family residence which is not the building, structure, or property from which the sound originates. It shall be prima facie evidence of a violation of these provisions and noise shall be presumed to be unreasonably loud if it is plainly audible within a single family or two family residence, with the doors and windows closed, or contiguous apartment in a multifamily residence, which is not the building, structure, apartment, or property from which the sound originates. A violation of this section may also occur if the noise is not heard within the aforementioned structure and other aggravating circumstances are present.~~

- B. Types of loud and unnecessary noises. The following acts are declared to be loud, disturbing and unnecessary noises in violation of this section, but this enumeration shall not be deemed to be exclusive:
- (1) Use of radios, sound systems and similar devices. The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, sound system, meaning a phonograph, tape player, CD player, or other similar system, or other machine or device for the producing or reproducing of sound ~~in a loud and unnecessary manner shall be deemed a prohibited noise under Subsection A. The operation of any such device~~ between the hours of 10:00 p.m. and 7:00 a.m. in a manner so as to be ~~presumed~~ unreasonably loud under the provisions as set forth in Subsection A above shall be prima facie evidence of a violation of ~~this section~~ Subsection A.
 - (2) Construction or repair of buildings and excavations. The erection, demolition, alteration or repair of any building, as well as the operation of any pile driver, motorized tools or equipment, derrick, motorized hoist, or any other similar equipment attended by loud or unusual noise, or the conduct of excavation operations, other than between the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 5:00 p.m. on Saturday shall be prima facie evidence of a violation of Subsection A; provided, however, that the Village Manager shall have the authority, upon determining that the loss or inconvenience which would result to any party in interest would be extraordinary and of such nature as to warrant special consideration, to grant a permit for a period necessary within which time such work and operation may take place ~~within outside~~ the hours prescribed above.
 - (3) Use of lawn equipment. The use of lawn equipment between the hours of 8:00 p.m. and 7:00 a.m. within the corporate limits of Fox Point shall be prima facie evidence of a violation of Subsection A.
 - (4) Discharge of exhausts. The discharge into the open air of the exhaust of any stationary internal combustion engine or motorboat except through a muffler or other device which will effectively prevent loud or explosive noises therefrom shall be prima facie evidence of a violation of Subsection A.

(4)(5) Garbage collection. The collection of garbage from dumpsters on nonresidential properties outside the hours of 7:00 a.m. to 7:00 p.m. on weekdays and 9:00 a.m. to 5:00 p.m. on Saturday shall be prima facie evidence of a violation of Subsection A.

C. Exceptions. The provisions of this section shall not apply to:

- (1) Any vehicle or equipment of the Village, county, state or other governmental entity having jurisdiction in the area, or utility, while engaged in necessary public business.
- (2) The reasonable use of amplifiers or loudspeakers in the course of governmental or school activities which are noncommercial in nature.
- (3) Reasonable vocal noise from or caused by persons attending government- or school-sponsored activities, or engaged in recreational use of public parks or pools

(4) Noise that cannot be prevented and is necessary for the protection or preservation of property or the health, safety, life or limb of some person.

D. Any violation of this section shall be subject to the penalties and remedies as set forth in § 1-4 of the Village Code.

SECTION II SEVERABILITY.

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

SECTION III EFFECTIVE DATE. This ordinance shall take effect following its passage and publication or posting as provided by law.

Adopted this _____ day of _____, 2017.

Douglas Frazer, Village President

Attest:

Kelly Meyer, Village Clerk



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

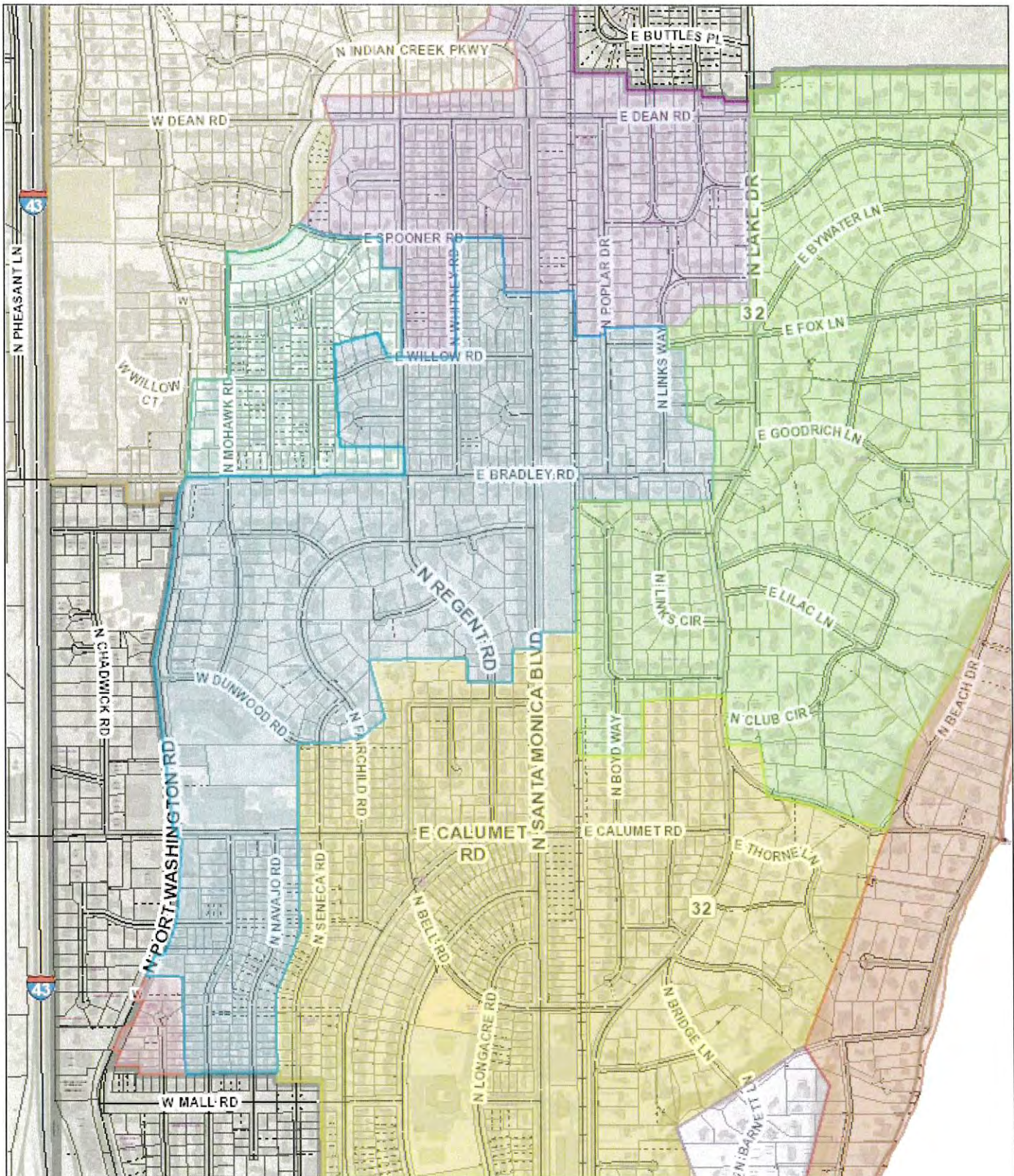
To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager *SAB*
Date: November 7, 2017
Re: 2017 Sanitary Sewer Lateral Televising Inspection

As part of the Village's Private Property Infiltration and Inflow (I/I) program, Village staff is proposing to televise approximately 100 laterals in Sanitary Sewer Basin No. 4 in order to gather data on the condition of the laterals. The televised inspections will form the basis of our recommendation for subsequent lateral rehabilitation.

This project is being done in conjunction with MMSD's private property lateral rehabilitation program. In particular, Work Plan No. 7 was prepared and submitted to MMSD to fund the entire cost of this project. The work plan was approved by MMSD and will allow the Village to proceed with the project.

Kapur & Associates solicited proposals from three televising contractors for the performance of the work and received a low bid in the amount of \$135 per lateral to be televised. Kapur & Associates will coordinate all aspects of the televising contract, of which their cost is identified in the proposal. Kapur's cost includes preparation of a location map, field coordination, review of the televising events, prepare recommendation and cost estimates for the subsequent lateral rehabilitation project, and input of the data into the Village's GIS database.

Kapur & Associates' proposal for televising and to oversee and coordinate the work is \$25,000. It is my recommendation that the proposal be accepted in an amount not to exceed \$25,000, and that the Village President and Village Clerk be authorized to sign the proposal on behalf of the Village. Funding is proposed to be allocated from the Sanitary Sewer Fund.



Sanitary Sewer Basin No. 4

DISCLAIMER: The Village of Fox Point Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 1000'



VILLAGE OF FOX POINT

7200 North Santa Monica Blvd
Fox Point, WI 53217
(414) 351-8900

Print Date: 11/7/2017

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

**CONTRACT BETWEEN
VILLAGE OF FOX POINT
AND
KAPUR & ASSOCIATES, INC.
FOR
2017 SANITARY SEWER LATERAL CCTV INSPECTION**

We are pleased that the Village has selected Kapur & Associates, Inc. to perform the professional engineering services for the referenced project.

The scope of work includes sanitary sewer lateral CCTV inspection will include follows:

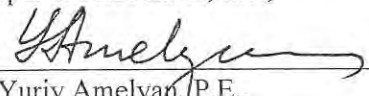
- Prepare location map and spreadsheet with the property addresses
- Provide field coordination between TV Contractor and property owners prior and during the lateral inspection
- Televising 100 sanitary sewer laterals per NASSCO requirements
- Review video of televised private sewer laterals, evaluate pipe physical/structural conditions, infiltration and inflow issues, prepare recommendation for repair, engineering cost estimate
- Input obtained information into the Village GIS system

Our fee is detailed in the attached Fee Schedule.

The not to exceed fee for sanitary sewer lateral TV inspection, review the video's, evaluation of pipe physical/structural conditions and infiltration/inflow issues, recommendation for repair and engineering cost estimate is \$25,000.00 which includes reimbursable expenses.

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

For Kapur & Associates, Inc.,

By: 

Yuriy Amelyan, P.E.,
Senior Project Manager

Date: 10-16-2017

For the Village of Fox Point,

By: _____

Douglas H. Frazer
Village President

Date: _____

By: _____

Kelly Meyer
Village Clerk

COST NOT TO EXCEED
FOX POINT 2017 SANITARY SEWER LATERAL CCTV INSPECTION
IN BASIN #4

TASK	Project Manager	Project Engineer	Cad Technician	Total Task Hours	Total Task Cost
	\$140.00	\$105.00	\$75.00		
Location map, spreadsheet with property addresses and field coordination between contractor and residents prior and during TV inspection	7	23	4	34	\$3,695.00
Sanitary lateral TV inspection from the main line	100 Each @ \$135.00				\$13,500.00
Review video of televised sewer laterals, evaluate pipe physical/structural conditions and infiltration/inflow issues, prepare recommendation for repair, engineering cost estimate, input obtained information into the Village GIS system	16	48	7	71	\$7,805.00
				TOTAL:	\$25,000.00
Reverse set-up and complete lateral TV inspection with a push camera from the basement(if required)	\$150.00 Per Each				



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: November 7, 2017

Re: Recommendation for Acceptance of Amendment No. 1 for Design of the Goodrich Lane Ravines Erosion Control Project

At the December 2016 Village Board meeting, Stormwater Solutions Engineering (SSE) was awarded the design contract for improvements to the ravines adjacent to the Goodrich Lane bridges. As part of the work, SSE evaluated opportunities to incorporate green infrastructure and, more specifically, to incorporate the use of regenerative stormwater conveyance channels.

As design progressed through the spring and summer, it was recognized that there were infrastructure (electric, water, and gas) conflicts as well as limitations related to the width of the right of way. In order to maximize the grant opportunities Village staff secured (approximately \$180,000 from Fund for Lake Michigan and MMSD), we asked SSE to extend their design north along Gray Log. In particular, we evaluated the replacement of a storm sewer pipe that is in poor condition, the incorporation of green infrastructure opportunities on Gray Log as well as miscellaneous other tasks.

The requested additional tasks are offset in part by work not performed on the design project. These additional tasks are reflected in the attached Amendment No. 1. I have reviewed the amendment and am of the opinion the requested fee of \$6,967 reflects the additional work to be performed on the project.

Therefore, it is my recommendation that the Village Board accept Amendment No. 1 from SSE in the amount of \$6,967 and authorize the Village President and Village Clerk to sign the amendment on behalf of the Village.



October 22, 2017

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

Subject: Goodrich Lane, Ravine Erosion Repair and Bridge Rehabilitation, Amendment 1

Dear Mr. Brandmeier,

This amendment request is being submitted for credits and additions to the above-named project, for your consideration and approval. Please see the Fee Attachment for details on hours and rates.

A. Credits/Deletions from the Project Scope

Portions of the work were deleted from the scope and credits are due for the following:

- Beach Lane RSC Design and Construction documents. A credit of \$2,038 is reflected in the Fee Attachment as tasks 5 and 7.
- The Village requested SSE switch time allotted to GRAEF for bidding purposes, to be used for SSE. A credit for Task 8 reflects \$1,301 for bidding.
- Beach Lane Survey and Title Search. This item was removed from the scope. Fee associated to this item was \$2,595. See Fee Attachment task 9.

The project credits are shown as a total of \$5,934.

B. Additions to the Project Scope

- Task 10: The project surveyor (GRAEF) was requested to add a survey of Gray Log Lane for storm sewer and bioswale planning needs. This effort was added to the scope for essentially the budget saved from Beach Drive. The fee for the effort is based upon actual hours at \$2,100.
- Task 11: The project surveyor (GRAEF) was asked to provide more effort in collecting buried iron pipes at property corners for a better right of way estimation. \$500 is requested for this effort.
- Task 12: Storm Sewer Design – Gray Log Lane. SSE was requested to add design of storm sewer along Gray Log Lane to replace existing storm sewer pipe which is failing. The storm sewer will connect roadside swales and bioswales to provide water quality along this stretch





of roadway. Storm sewer plan and profile sheets, construction details, specifications, construction estimates and bid items will be prepared. An erosion control plan will also be provided for Gray Log Lane. Effort includes plans, specifications, estimates, erosion control plan, details and cross-sections. Fee requested is \$8,446 based on hours already logged for this effort.

- Task 13: Bidding services were requested to be moved from GRAEF scope and added to SSE scope, as SSE performed most of the design and should be most available during the bidding process. An addition of \$897 is requested.
- Task 14: Develop planting plan, details and specifications for areas above the slope stabilization at the edge of bridges. \$958 is requested.

The project additions are shown as a total of \$12,901.

Amended Total

The SSE/GRAEF Team are proposing a reduction from the original contract budget of (\$5,934) and an addition for Amendment 1 of \$12,901 for a proposed final budget of \$66,222 (a difference of \$6,967). A breakdown of the hours and fees are attached as the Fee Attachment.





Project: Goodrich Lane Ravine Erosion Repair and Bridge Rehabilitation – Amendment 1

Amended Total

The SSE/GRAEF Team are proposing a reduction from the original contract budget of (\$5,934) and an addition for Amendment 1 of \$12,901 for a proposed final budget of \$66,222 (a difference of \$6,967). A breakdown of the hours and fees are attached as the Fee Attachment.

Offered by:

Stormwater Solutions Engineering, LLC

A handwritten signature in black ink, reading 'Carrie Bristol-Groll'.

Carrie Bristol-Groll, PE, CFM

CEO/Principal Civil Engineer

Accepted by:

Michael A. West

Village President

(Signature)

Date: _____

Kelly Meyer

Village Clerk

(Signature)

Date: _____



Village of Fox Point Amendment Original Fee and Amendment

SSE										GRAEF										Notes																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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Carrie Bristol-Groll, P.E., CFM
Principal Civil Engineer

October 22, 2017

Subagreement Amendment

Mr. Kevin Wood, PE
Principal
GRAEF
125 S. 84th St., Suite 401
Milwaukee, WI 53214-1470

Subject: Goodrich Lane
Bridge Rehabilitation and Ravine Erosion Repair – Amendment 1

Dear Kevin,

We have met with the client (Village of Fox Point) regarding requested amendments. The following is resulting from that meeting and the items that the Village is likely to approve. Please review the following and return an executed copy to my office by Thursday, October 26, 2017 for review and approval at the Village's December 5th meeting.

A. Contract Scope and Fee Reductions

- a. The following *are excerpts* from our original agreement with ~~striketrough~~ items that have been requested removed from your contract, or modified as shown in (parenthesis), and will be reflected as credits to the Village. These are tasks we understand to be not yet performed.

2. *Survey*

The GRAEF team will collect topographic data in locations near each ravine for the RSC design needs. The limits of the data collection will be defined by the project team with concurrence from Village staff prior to commencing work.

~~*An easement survey will be performed for the inlet structure at the end of the Goodrich ravine along Beach Drive.*~~

7. *Bidding Services*

- *Attend the pre-bid meeting and answer questions of potential bidders during the bidding process.*
- *Develop and issue addenda (as it pertains to bridge and slope stabilization only) as necessary. Addenda will be handled electronically.*
- ~~*Attend the bid opening, prepare the bid tabulations, and complete the recommendation of bid award.*~~
- *Contract Documents for the slope stabilization work will be prepared using the EJCDC format.*

- b. The fees associated with the above changes to the original scope reflect a credit to the Village as follows:



Carrie Bristol-Groll, P.E., CFM
Principal Civil Engineer

2. Survey. 1 hour of QA/QC plus 7 hours of Survey Crew for \$1,223 plus \$1,000 title search for sum of \$2,223.

7. Bidding Services. The total effort of 20 hours to be reduced by 1 hour of QA/QC plus 9 hours of Project Engineer (Henk) for sum of \$1,301.

B. Contract Scope and Fee Additions

- a. Lot Corners. Iron pipes demarking lot corners were requested to be picked up in the original survey request. Upon review of original site survey, SSE staff noted to GRAEF that insufficient numbers and locations of lot corners were collected. A second trip to the project location was necessary to retrieve more information. The Village has agreed to approve up to \$500 for the additional time needed to locate and unearth a few additional pipe, stating that this should be standard services for work within the right-of-way.
- b. Additional Survey. GRAEF was requested to perform survey of Gray Log Lane for the purpose of storm sewer and bioswale additions. The Village has indicated they would recommend approval of GRAEF's reported actual time for this effort of \$2,100.

C. Additional Landscape Design Services

None of the requested landscaping changes for top of slope near bridges are being accepted by the Village for review. The Village sees this area as an extension of the bioswale planting services already being provided by SSE. No fee changes will result to the GRAEF amendment for these services and no additional services for this area are requested at this time.

D. Amendment Total.

The new contract total of \$20,543, reflects reductions of \$3,523 and additions of \$2,600 to the original fee of \$21,467. Please sign and date both of the enclosed copies and return one to us by Thursday October 26, 2017. Our records indicate a total of \$1,604.55 remaining to be invoiced for services remaining to be performed (plan completion and bidding assistance).

If you have any questions or require additional information, please call me at (414) 810-1245.

Sincerely,

STORMWATER SOLUTIONS ENGINEERING, LLC

A handwritten signature in black ink that reads 'Carrie Bristol-Groll'.

Carrie Bristol-Groll, P.E., CFM
Principal Civil Engineer



Carrie Bristol-Groll, P.E., CFM
Principal Civil Engineer

Amendment 1

The new contract total of \$20,543, reflects reductions of \$3,523 and additions of \$2,600 to the original fee of \$21,467.

To accept this proposal, please sign and date both of the enclosed copies and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Graef-USA Inc. Accepted by:

A handwritten signature in black ink, appearing to read 'Kevin Wood', is written over a horizontal line.

(Signature)

Kevin Wood P.E., Principal

(Name/Title)

Date: October 24, 2017

Stormwater Solutions Engineering, LLC

A handwritten signature in black ink, appearing to read 'Carrie Bristol-Groll', is written over a horizontal line.

Carrie Bristol-Groll, P.E., CFM
Principal Civil Engineer/CEO

Date: October 22, 2017

**ENGINEER'S REPORT OF SPECIAL ASSESSMENTS
UNDER SEC. 66.0703(5), STATS.
2016 and 2017 SANITARY SEWER LATERAL REHABILITATION PROJECT
BASIN NOS. 1, 3 AND 8
November 2, 2015**

1.0 Introduction

This report addresses the requirements of Sec. 66.0703(5), Stats. related to the special assessments to be levied against certain property owners in Sanitary Sewer Basin Nos. 2, 6 and 8 in the Village of Fox Point and which are specifically identified in Section 4.0 and the accompanying table. This report includes the following:

1. Plans and specifications for the proposed improvements.
2. The final cost of the proposed improvements.
3. A schedule of the proposed assessments.
4. A statement that the property against which the assessments are proposed is benefited.

2.0 Plans and Specifications for the Proposed Improvements

One set of plans and specifications and associated addenda and amendments were prepared for the proposed improvements. The title of the document is as follows:

1. Project Manual for 2016 Sanitary Sewer Lateral Rehabilitation Project for the Village of Fox Point, Wisconsin, by Kapur & Associates, Inc., dated March 2016.

This document is available for review at the office of the Director of Public Works.

3.0 An Estimate of the Entire Cost of the Proposed Improvements

The total construction cost of the work is \$116,297.80. Under Resolution Numbers 2011-13, 2012-18 and 2013-18, property owners eligible for the private property lateral rehabilitation program are required to pay a portion of the costs of the work while the remainder is paid under the Milwaukee Metropolitan Sewerage District's (MMSD) lateral rehab program. The policy for the Village of Fox Point is that property owners are responsible for 50 percent of the cost of the rehabilitation with a maximum reimbursement of \$5,000.

4.0 An Estimate of the Proposed Final Assessments

The work on each sanitary sewer lateral depended on the investigation performed on the individual lateral and the rehabilitation that was necessary to eliminate clear water from entering the sanitary sewer system. Work performed on the laterals could include installation of a cleanout, lining the lateral, performing a partial relay of the lateral and/or riser pipe, installation of a completely new lateral, installing a tee-liner, installing a cleanout with frost sleeve, and disconnecting downspouts and sump pumps. Each property owner had the option of paying for their share of the cost in one lump-sum payment or could be specially assessed for the work. Those being specially assessed provided the Village with a grant of easement and waiver of potential condemnation rights in consideration of the following:

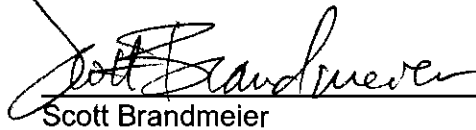
1. The amount assessed complied with Resolution Numbers 2011-13, 2012-18 and 2013-18 such that MMSD paid only 50 percent of the cost up to \$5,000 and the remaining balance was the responsibility of the property owners.
2. Property owners being specially assessed agreed to pay the special assessment over a 3-year period.
3. The interest rate for the special assessment is to be set by the Village Board.

The final costs of the proposed assessments are summarized in Table 4-1 on the following page.

5.0 Statement that the Property Against Which the Assessments are Proposed is Benefited

This project benefits the aforementioned property owners in that each of their laterals have been improved through a combination of lining, relay, tee-liners and/or cleanouts being installed upon the property, thereby reducing the amount of clear water entering the sanitary sewer system and alleviating the likelihood of basement backups to the individual property owners. This work is beneficial to the property owners in that each will be assessed a fraction of the cost that might otherwise be incurred should they be required to undertake repair or replacement individually.

Prepared by:



Scott Brandmeier

Title:

Director of Public Works

Dated:

November 7, 2017

**Table 4-1
Final Assessments**

MMSD PRIVATE PROPERTY INFILTRATION AND INFLOW REDUCTION PROGRAM - SPECIAL ASSESSMENT					
ADDRESS	PROPERTY OWNER		TOTAL PROJECT COSTS	MMSD COST SHARE (50% UP TO \$5,000)	SPECIAL ASSESSMENT
8135 North Links Way	Charles Bram	Andrea Bram	\$ 19,750.00	\$ 5,000.00	\$ 14,750.00
8205 North Poplar Drive	William Binder	Jody Wallace-Binder	\$ 10,743.00	\$ 5,000.00	\$ 5,743.00
8305 North Santa Monica Blvd	Richard Griepentrog	Kathryn Conole	\$ 8,690.00	\$ 4,345.00	\$ 4,345.00
6928 North Barnett Lane	Stephen Kravit	Anne Kravit	\$ 15,250.00	\$ 5,000.00	\$ 10,250.00
6963 North Barnett Lane	Thomas Savage	Patricia Savage	\$ 7,510.00	\$ 3,755.00	\$ 3,755.00
7228 North Barnett Lane	Robert Wiese	Lana Wiese	\$ 9,170.00	\$ 4,585.00	\$ 4,585.00
1453 East Goodrich Lane	Marcio Malogolowkin		\$ 14,050.00	\$ 5,000.00	\$ 9,050.00
1810 East Fox Lane	Barbara Barrow		\$ 6,480.00	\$ 3,240.00	\$ 3,240.00
1810 East Fox Lane (&1820)	Private Interceptor Main		\$ 4,000.00	\$ 1,333.34	\$ 1,333.33
1820 East Fox Lane	Bradley Sehr		\$ 1,600.00	\$ 800.00	\$ 800.00
1820 East Fox Lane (&1810)	Private Interceptor Main		\$ 4,000.00	\$ 1,333.34	\$ 1,333.33

NOTE: The names shown herein are for informational purposes only. The assessment is against the property.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. _____

FINAL RESOLUTION TO LEVY SPECIAL ASSESSMENTS
UNDER MUNICIPAL POLICE POWER
PURSUANT TO SECTION 66.0703, STATS.

WHEREAS, on or about October 10, 2017, the Village Board of the Village of Fox Point adopted a preliminary resolution declaring its intent to levy special assessments with regard to the public work and improvements in the Assessment District described herein; and

WHEREAS, the public work and improvements at issue are described as follows:

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

WHEREAS, the property to be assessed is identified in Exhibit A attached hereto and incorporated herein by reference, which shall constitute the assessment district; and

WHEREAS, the Village Board of the Village of Fox Point finds that the assessments described in the report of the Village Director of Public Works to be just and reasonable and the amount of the assessments does not exceed the benefits to the property owners in the Assessment District; and

WHEREAS, property owners within the Assessment District have waived special assessment notices and hearings in this matter, pursuant to written waivers that have been received by the Village of Fox Point Village Clerk/Treasurer; and

WHEREAS, the Village Board of the Village of Fox Point finds it to be just and reasonable to allow payment to be made in three equal annual installments, with 3 percent annual interest; and

NOW, THEREFORE, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, DO HEREBY RESOLVE as follows:

SECTION 1: FINAL ASSESSMENTS.

1. The report of the Village Director of Public Works, a copy of which is on file in the office of the Village Clerk/Treasurer and incorporated by reference herein as if fully set forth herein, is adopted and approved.
2. The Village Director of Public Works, if not previously done, shall advertise for bids and supervise construction of the improvements in accordance with the report hereby adopted.
3. Payment for the improvements shall be made in part by assessing the properties benefitted as indicated in the Village Engineer's report, within the Assessment District described herein.
4. Assessments shown on the Village Engineer's report represent an exercise of the Village police power and have been determined on a reasonable basis and are hereby confirmed in the amounts shown in the report.
5. Assessments may be paid in cash or in three equal annual installments to the Village Clerk/Treasurer. Installment payments shall bear interest at a rate of 3 percent per annum on the unpaid balance. All assessments or installments which are not paid by November 10th of the year in which they come due shall be extended upon the tax roll as a special assessment and collected in the same manner as real estate taxes. Installments of assessments not paid when due shall bear an additional 10 percent administrative fee on the amount due prior to being transferred to the tax roll.
6. If a tax certificate is issued under Wisconsin Statutes Section 74.57 for property that is subject to an installment payment obligation, the Village Board may provide that the amounts of any such unpaid special assessment are due on the date that the tax certificate is issued and are payable as are other delinquent special assessments for any money received under Wisconsin Statutes Sections 75.05 or 75.36.
7. The Village Clerk/Treasurer shall publish this resolution as a Class 1 notice under Chapter 985, Wisconsin Statutes, and mail a copy of this resolution and a statement of the final assessment against the benefitted property together with notice of installment payment privileges to the owners of every property that appears in the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

SECTION 2: SEVERABILITY.

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

SECTION 3: EFFECTIVE DATE.

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

Dated this _____ day of _____, 2017.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk/Treasurer

Published and/or posted this _____ day of _____, 2017.

EXHIBIT A

MMSD PRIVATE PROPERTY INFILTRATION AND INFLOW REDUCTION PROGRAM

ADDRESS	PROPERTY OWNER		TOTAL PROJECT COSTS	MMSD COST SHARE (50% UP TO \$5,000)	SPECIAL ASSESSMENT
8135 North Links Way	Charles Bram	Andrea Bram	\$ 19,750.00	\$ 5,000.00	\$ 14,750.00
8205 North Poplar Drive	William Binder	Jody Wallace-Binder	\$ 10,743.00	\$ 5,000.00	\$ 5,743.00
8305 North Santa Monica Blvd	Richard Griepentrog	Kathryn Conole	\$ 8,690.00	\$ 4,345.00	\$ 4,345.00
6928 North Barnett Lane	Stephen Kravit	Anne Kravit	\$ 15,250.00	\$ 5,000.00	\$ 10,250.00
6963 North Barnett Lane	Thomas Savage	Patricia Savage	\$ 7,510.00	\$ 3,755.00	\$ 3,755.00
7228 North Barnett Lane	Robert Wiese	Lana Wiese	\$ 9,170.00	\$ 4,585.00	\$ 4,585.00
1453 East Goodrich Lane	Marcio Malogolowkin		\$ 14,050.00	\$ 5,000.00	\$ 9,050.00
1810 East Fox Lane	Barbara Barrow		\$ 6,480.00	\$ 3,240.00	\$ 3,240.00
1810 East Fox Lane (&1820)	Private Interceptor Main		\$ 4,000.00	\$ 1,333.34	\$ 1,333.33
1820 East Fox Lane	Bradley Sehr		\$ 1,600.00	\$ 800.00	\$ 800.00
1820 East Fox Lane (&1810)	Private Interceptor Main		\$ 4,000.00	\$ 1,333.34	\$ 1,333.33

NOTE: The names shown herein are for informational purposes only. The assessment is against the property.



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: Bill Wojtanowski Assistant Director of Public Works
Through: Scott Brandmeier Director of Public Works & Scott Botcher Village Manager *SB*
Date: November 7, 2017
Re: Replacement of the Gas Detection System in the vehicle storage garage.

Please approve the proposal of **JMB & Associates, LLC of Menomonee Falls in the amount of \$7,780.00** for replacement of the Gas Detection System in the vehicle storage garage. The proposal includes one (1) new, QEL gas detection system, and installation.

The current system is not functioning and it is obsolete meaning repair parts are no longer available.

We budgeted \$6,000.00 for this project in account # 40-91600-841. I recommend using some of the surplus in account # 40-91100-830 for the remaining \$1,780.00.

Thank you for your consideration,

Bill Wojtanowski

414-351-8920



QUOTE

Date: 6/28/17

Quote #: Village of Fox Point DPW

N50 W13906 Overview Dr.
Menomonee Falls, WI 53051
TEL: 262-432.0630
FAX: 262-432-0635

Attention: Bill Wojtanowski

SALESREP	PROJECT	PAYMENT TERMS
Jeff Schneeweis	Village of Fox Point DPW	1% 10, NET 30

SCOPE OF WORK

New QEL Gas Detection System for this project as follows:

- (3) Q5 CO Transmitter NEMA4X enclosure with 7,500 sq feet coverage / 50' Radius.
- (3) Q5 NO2 Transmitter NEMA4X enclosure with 7,500 sq feet coverage / 50' Radius.
- (1) M-Controller Panel 32 input panel.
Fully configurable configuration, Software provided.
Key Pad and Display.
(3) Digital outputs.

- (1) 120 VAC to 24 VAC 200VA – provides system power for controller and transmitters.

Install a new CO and NO2 gas detection system. This work will include the following:

- Furnish all labor to install (1) new QEL gas detection system as listed above
- Furnish and install new low voltage control wiring

We specifically exclude the following from our proposal:

- Overtime or premium charge
- Replacement of carbon monoxide or NO2 sensors other than the (6) listed above
- Checkout or repairs of mechanical equipment associated with gas detection system

ALL SENSORS HAVE 50' RADIUS OF COVERAGE.

STARTUP/COMMISSIONING (One Trip).

PROJECT PRICE INCLUDING FREIGHT: \$7,780.00

TAX NOT INCLUDED	FREIGHT INCLUDED	PRICES VALID FOR 30 DAYS	JMB TERMS & CONDITIONS
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MEMORANDUM

To: Plan Commission
VILLAGE OF FOX POINT

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

Date: June 29, 2017

Re: Certified Survey Map
Dunwood Redevelopment Site
Recommended Conditions of Approval

It is my understanding that the above-noted matter will be on the upcoming Plan Commission agenda for discussion and action. I have had an opportunity to carefully consider this matter.

If the Plan Commission decides to recommend to the Village Board approval of the CSM, I recommend that the following action be taken and conditions be included in such action:

The Plan Commission for the Village of Fox Point hereby recommends to the Village Board for the Village of Fox Point that the above-noted CSM be approved subject to the following conditions:

1. Rezoning Conditions. This approval is subject to the Developer and Property Owner satisfying all conditions imposed by the Village of Fox Point Village Board in their approval of the Planned Development Overlay rezoning that was granted concerning a portion of the Subject Property on or about June 13, 2017, which conditions are incorporated herein by reference, prior to commencing construction of any improvement, whether public or private, or site development or recording of CSM, whichever is earlier.
2. Final CSM. The Plan Commission recommends that the Village Board find 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 an adjustment of a lot line between existing lots, the development issues have been duly considered in conjunction with a rezoning process, the land division is clearly demonstrated by the current submittal, and there is nothing to be gained by requiring another submittal. The Plan Commission recommends that the above-noted CSM be deemed to be the final land division map.

Plan Commission
Page 2

3. Signatory Confirmation. Subject to the property owners submitting proof to the satisfaction of the Village Manager that all parties having an interest in the subject properties are signatories on the CSM, including all property owners and mortgagees, or the CSM being modified to include such signatories.
4. Staff and Governmental Approval. Subject to the Subject Property Owner 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.
5. Professional Fees. The Subject Property Owner 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.
6. Payment of 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 (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.
7. Three Years to Satisfy Conditions. Subject to the Developer and Owner satisfying all of the aforementioned conditions within three years of the Village Board adopting this conditional approval, unless extended by the Village Board.

Please let me know if you have any questions or concerns. Thank you.

-- Eric

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

B:\MyFiles\FoxPt\Dunwood Redevelopment\PC.memo.06-29-17

CERTIFIED SURVEY MAP NO. _____

A division of that of the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 17, Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, State of Wisconsin.

Owner/Subdivider :
Chiswick Land, LLC
330 East Kilbourn Avenue Suite
600 South, Milwaukee, WI 53202

All bearings are referenced to the Wisconsin State Plane
Coordinate System (South zone) in which the South line of
the NE 1/4, Sec. 17 bears N89°34'54"E.

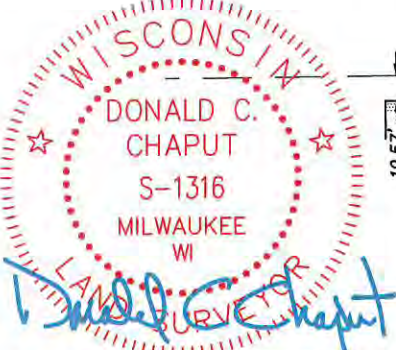
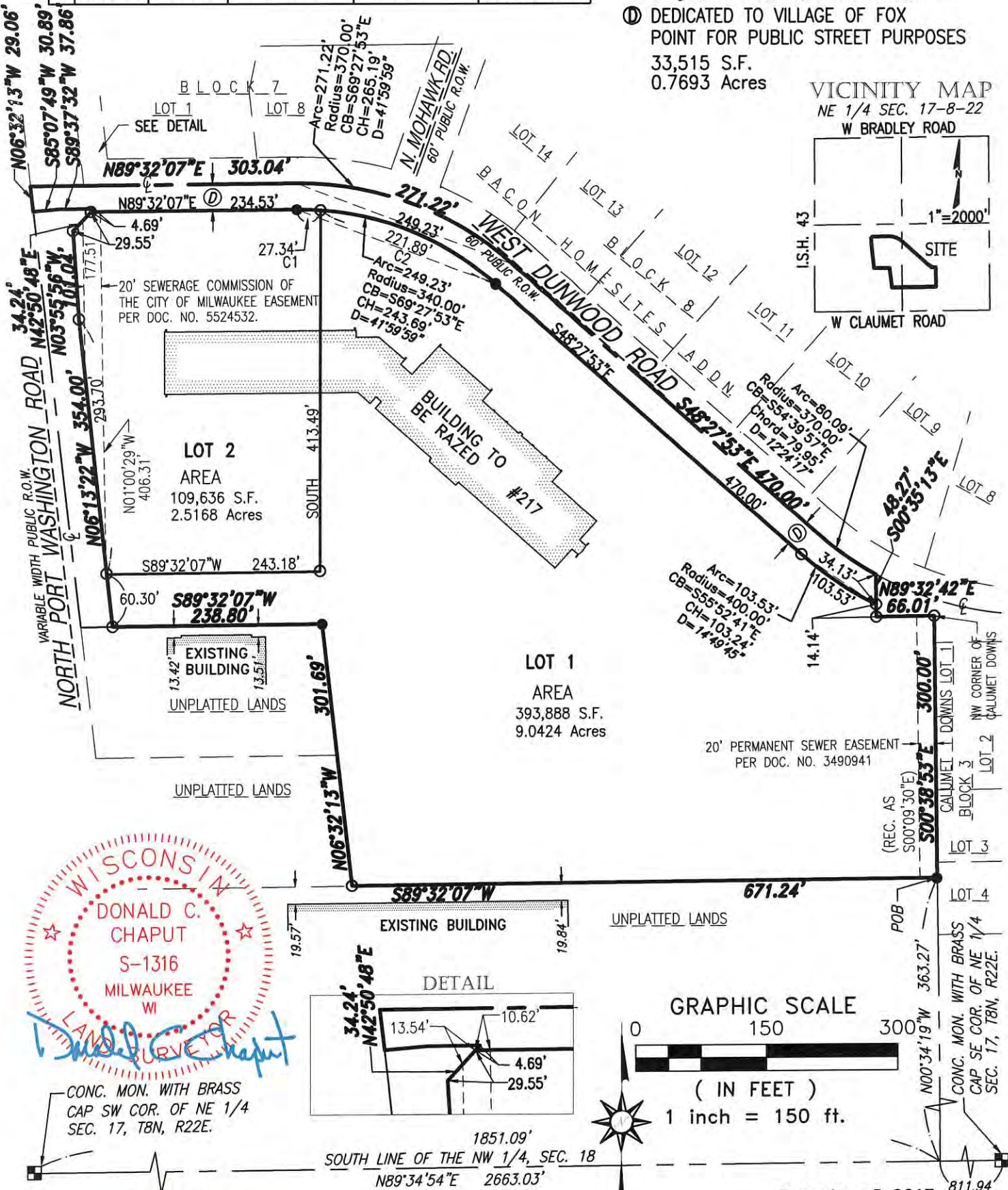
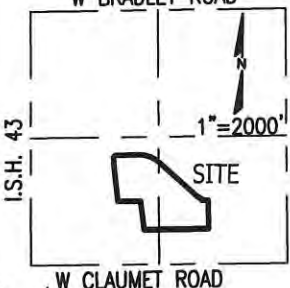
CURVE INFO LOT 1 AND LOT 2

	ARC	RADIUS	CHORD BEARING	CHORD DISTANCE	DELTA
C1	27.34	340.00'	S88°09'39"E	27.33'	4°36'27"
C2	221.89'	340.00'	S67°09'40"E	217.97'	37°23'31"

LEGEND

- Found 1" Iron Pipe
 - Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lined foot.
 - ① DEDICATED TO VILLAGE OF FOX POINT FOR PUBLIC STREET PURPOSES
- 33,515 S.F.
0.7693 Acres

VICINITY MAP
NE 1/4 SEC. 17-8-22
W BRADLEY ROAD



CONC. MON. WITH BRASS
CAP SW COR. OF NE 1/4
SEC. 17, T8N, R22E.

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Date: June 5, 2017
Rev: Nov 1, 2017
Sheet 1 of 4 Sheets
Survey No. 2285/far

CERTIFIED SURVEY MAP NO. _____

A division of that of the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 17, Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, State of Wisconsin.

CORPORATE OWNER'S CERTIFICATE

Chiswick Land, LLC, as owner, certifies that said limited liability company caused the land described on this map to be surveyed, divided and mapped as represented on this map.

Chiswick Land, LLC, does further certify that this map is required by the Ordinance No. 256 of the Subdivision Regulations of the Village of Fox Point, Wisconsin.

In Witness Where of, Chiswick Land, LLC has caused these presents to be signed by _____, its
this day of _____, 201__.

In the presence of:

(Witness)

STATE OF WISCONSIN} :SS
MILWAUKEE COUNTY}

Personally came before me this ____ day of _____, 201_____, _____, _____, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public
State of _____
My commission expires. _____
My commission is permanent.



CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKIE, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Date: June 5, 2017
Rev: Nov 1, 2017
Sheet 3 of 4 Sheets
Survey No. 2285/far

CERTIFIED SURVEY MAP NO. _____

A division of that of the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 17, Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, State of Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

Old National Bank, a corporation duly organized and existing by virtue of the laws of the State of _____, mortgagee of the above described land, consents to the surveying, dividing, mapping and restricting of the land described in the foregoing affidavit of DONALD C. CHAPUT, surveyor, and consents to the above certificate of Chiswick Land, LLC, owner.

In Witness Whereof, the _____, has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____, at _____, this ____ day of _____, 201__.

In the presence of: _____

(Witness) _____

(Witness) _____

STATE OF WISCONSIN}
 :SS
MILWAUKEE COUNTY}

Personally came before me this ____ day of _____, 201__, _____, _____, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public
State of _____
My commission expires.
My commission is permanent.

VILLAGE BOARD APPROVAL

Approved by the Village board of the Village of Fox Point in accordance with a resolution adopted on this ____ day of _____, 201__.

Douglas Frazer, Village President

Kelly Meyer, Village Clerk

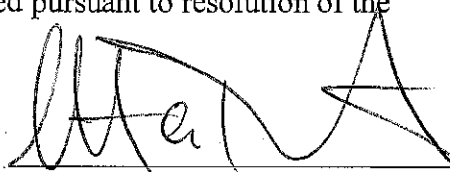


CHAPUT LAND SURVEYS LLC
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This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Date: June 5, 2017
Rev: Nov 1, 2017
Sheet 4 of 4 Sheets
Survey No. 2285/far

This is to certify that the attached is true and correct list of bills due for a period from October 1- 31, 2017, in the total amount of \$590,915.81. 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 'Scott 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 November 14, 2017.

Douglas H. Frazer
Village President

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

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 10/01/2017-10/31/2017

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Nov 07, 2017 01:31PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	NOVEMBER 2017	LIFE INSURANCE	10/05/2017	920.51	10/06/2017
Total 10-21520 GROUP LIFE:					920.51	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	OCTOBER 2017	OCTOBER 2017	10/19/2017	540.00	10/20/2017
Total 10-21525 UNION DUES:					540.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR1005172	Deferred Comp NICHOLAS Pay	10/04/2017	50.00	10/06/2017
375	NORTH SHORE BANK, FSB	PR1005172	Deferred Comp NORTH SHORE	10/04/2017	535.00	10/06/2017
375	NORTH SHORE BANK, FSB	PR1019172	Deferred Comp NICHOLAS Pay	10/19/2017	50.00	10/20/2017
375	NORTH SHORE BANK, FSB	PR1019172	Deferred Comp NORTH SHORE	10/19/2017	535.00	10/20/2017
1622	WELLS FARGO BANK, N.A.	PR1005171	Deferred Comp WI DEFER - PRE	10/04/2017	7,552.92	10/06/2017
1622	WELLS FARGO BANK, N.A.	PR1005171	Deferred Comp WI DEFER - RO	10/04/2017	757.00	10/06/2017
1622	WELLS FARGO BANK, N.A.	PR1019171	Deferred Comp WI DEFER - PRE	10/19/2017	7,552.92	10/20/2017
1622	WELLS FARGO BANK, N.A.	PR1019171	Deferred Comp WI DEFER - RO	10/19/2017	757.00	10/20/2017
101991	VANTAGEPOINT TRANSFER AG	PR1005171	Deferred Comp ICMA-PRETAX	10/04/2017	1,138.45	10/06/2017
101991	VANTAGEPOINT TRANSFER AG	PR1019171	Deferred Comp ICMA-PRETAX	10/19/2017	1,138.45	10/20/2017
Total 10-21530 DEFERRED COMPENSATION:					20,066.74	
10-44500 ESTATE SALES PERMIT						
236	PRESTIGE ESTATE & MOVING	1.053469	DEPOSIT	10/05/2017	500.00	10/06/2017
236	PRESTIGE ESTATE & MOVING	1.053510	DEPOSIT REFUND 312 ACACIA	10/12/2017	500.00	10/13/2017
4536	LEGACIES, LTD.	1.053524	ESTATE SALE DEPOSIT REFUN	10/12/2017	500.00	10/13/2017
Total 10-44500 ESTATE SALES PERMIT:					1,500.00	
10-45100 FINES/FORFEITURES						
2343	RACINE COUNTY CLERK OF C	OLIVARES/ANGEL	OLIVARES/ANGEL M/W 4/4/82	10/05/2017	298.00	10/06/2017
Total 10-45100 FINES/FORFEITURES:					298.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	SEPT 2017	JAIL/DRIVER SURCHARGE	10/05/2017	430.00	10/06/2017
552	WISCONSIN, STATE OF - COUR	SEPT 2017	SEPTEMBER	10/05/2017	1,437.64	10/06/2017
Total 10-51200-395 COUNTY COURT FEES:					1,867.64	
10-51300-211 LABOR ATTORNEY						
1788	BUELOW VETTER BUIKEMA OL	57	275.00001	10/19/2017	50.00	10/20/2017
Total 10-51300-211 LABOR ATTORNEY:					50.00	
10-51300-219 VILLAGE PROSECUTOR						
1924	STIPPICH SELIN & CAIN LLC	1257	PROSECUTOR	10/05/2017	1,461.00	10/06/2017
Total 10-51300-219 VILLAGE PROSECUTOR:					1,461.00	
10-51420-233 EQUIPMENT MAINTENANCE						
265	GREATAMERICAN FINANCIAL S	21349850	MONTHLY	10/05/2017	231.00	10/06/2017
477	TAYLOR COMPUTER SERVICE	16837	OCT ANTIV/MAILBOX VLG	10/19/2017	279.25	10/20/2017
5778	OFFICE COPYING EQUIPMENT	AR36842	COPY MACHINE	10/25/2017	259.11	10/25/2017
5778	OFFICE COPYING EQUIPMENT	AR38340	MONTHLY	10/16/2017	230.83	10/20/2017

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 10/01/2017-10/31/2017

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-51420-233 EQUIPMENT MAINTENANCE:					1,000.19	
10-51420-310 SUPPLIES/EXPENSES						
62	BAYSIDE GARDEN CENTER	167115	BALANCE	10/09/2017	50.00	10/13/2017
1521	AMAZON CAPITAL SERVICES	11X7-J4M1-H6G3	VLG HALL SUPPLIES	10/17/2017	49.30	10/20/2017
1521	AMAZON CAPITAL SERVICES	1DVR-WTK3-LN6M	SUPPLIES	10/18/2017	34.90	10/20/2017
1521	AMAZON CAPITAL SERVICES	1FM1-JNFH-F9J3	SUPPLIES VH	10/20/2017	34.98	10/25/2017
5033	OFFICE DEPOT -US COMMUNIT	964549327001	FRAME	10/16/2017	7.18	10/20/2017
Total 10-51420-310 SUPPLIES/EXPENSES:					176.36	
10-51420-311 POSTAGE						
2381	USPS-HASLER	2381-101217	10/12/17 ADD POSTAGE	10/12/2017	900.00	10/20/2017
Total 10-51420-311 POSTAGE:					900.00	
10-51420-323 OFFICIAL PUBLICATIONS/NOTICES						
339	METRO MUNICIPAL CLERK'S A	110117-01	LUNCHEON	10/09/2017	24.00	10/13/2017
Total 10-51420-323 OFFICIAL PUBLICATIONS/NOTICES:					24.00	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	9/19-10/18/2017	3298-754-812	10/19/2017	34.63	10/25/2017
Total 10-51600-220 GAS-HEAT:					34.63	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	9/19-10/18/2017	3298-754-812	10/19/2017	1,134.52	10/25/2017
Total 10-51600-221 ELECTRIC UTILITIES:					1,134.52	
10-51600-222 TELEPHONE UTILITIES						
1336	EARTHLINK BUSINESS	10/01/2017	7345438	10/10/2017	169.82	10/13/2017
2691	CENTURYLINK-BUSINESS SVC.	1421702387	87619173	10/12/2017	.69	10/13/2017
Total 10-51600-222 TELEPHONE UTILITIES:					170.51	
10-51600-234 VILLAGE HALL MAINTENANCE						
502	VILLAGE HARDWARE - VH	166543.1	CLEANING	08/02/2017	9.78	10/20/2017
2241	ITU ABSORB TECH, INC	6879996	VLG HALL	08/02/2017	25.96	10/20/2017
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					35.74	
10-51700-511 GROUP HEALTH - RETIREES						
354	MORODER, PAUL	18	HEALTH INSURANCE REIMBUR	10/01/2017	267.90	10/06/2017
638	KRIEFALL, DONALD A	18	HEALTH INSURANCE REIMBUR	10/01/2017	414.50	10/06/2017
Total 10-51700-511 GROUP HEALTH - RETIREES:					682.40	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
477	TAYLOR COMPUTER SERVICE	16838	PD MONTHLY ANTI	09/07/2017	71.85	10/20/2017
5152	JAMES IMAGING SYSTEMS, IN	776524	MONTHLY	09/07/2017	59.00	10/13/2017
5152	JAMES IMAGING SYSTEMS, IN	778976	MONTHLY	09/07/2017	18.25	10/25/2017
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					149.10	

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10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	9/19-10/18/2017	6286-911-140	10/19/2017	212.54	10/25/2017
Total 10-52100-220 GAS UTILITIES:					212.54	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	9/19-10/18/2017	0699-070-169	10/19/2017	1,923.05	10/25/2017
536	WE-ENERGIES	9/19-10/18/2017	9299-448-560	10/19/2017	24.04	10/25/2017
Total 10-52100-221 ELECTRIC UTILITIES:					1,947.09	
10-52100-222 TELEPHONE UTILITIES						
477	TAYLOR COMPUTER SERVICE	18886	SEPT ARCHIVE	09/07/2017	265.11	10/25/2017
1336	EARTHLINK BUSINESS	10/01/2017	7345438	10/10/2017	106.14	10/13/2017
2136	VERIZON WIRELESS	9793945258	786223225-00001	09/07/2017	270.74	10/20/2017
2691	CENTURYLINK-BUSINESS SVC.	1421702387	87619173	10/12/2017	.68	10/13/2017
2973	TIME WARNER CABLE	070433001-102017	MONTHLY INTERNET	09/07/2017	475.45	10/13/2017
Total 10-52100-222 TELEPHONE UTILITIES:					1,118.12	
10-52100-232 VEHICLE MAINTENANCE						
4976	GENERAL COMMUNICATIONS	246229	SERVICE	09/07/2017	180.00	10/20/2017
102081	GOODYEAR AUTO SERVICE CE	312886	OIL CHANGE	09/07/2017	29.20	10/06/2017
102081	GOODYEAR AUTO SERVICE CE	313546	OIL/ROTATE	09/07/2017	39.90	10/13/2017
Total 10-52100-232 VEHICLE MAINTENANCE:					249.10	
10-52100-233 EQUIPMENT MAINTENANCE						
1271	WI DEPT OF FINANCIAL INST.	10/04/17	RENEWAL-FREEDY	09/07/2017	20.00	10/13/2017
1271	WI DEPT OF FINANCIAL INST.	10042017	BOND RENEWAL	09/07/2017	20.00	10/06/2017
5839	LEXISNEXIS	1246411-20170930	MONTHLY	09/07/2017	30.00	10/06/2017
Total 10-52100-233 EQUIPMENT MAINTENANCE:					70.00	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	165888	PROPANE	09/07/2017	7.72	10/06/2017
503	VILLAGE HARDWARE - DPS	166460	MISC	09/07/2017	27.49	10/20/2017
4777	BATTERIES PLUS	87752	BATTERIES	09/07/2017	57.25	10/25/2017
Total 10-52100-234 BUILDING MAINTENANCE:					92.46	
10-52100-310 SUPPLIES/EXPENSES						
1260	CDW-G	JHDW135	RIBBON	09/07/2017	44.35	10/13/2017
5033	OFFICE DEPOT -US COMMUNIT	967380237001	37360205- POLICE	09/07/2017	44.98	10/13/2017
5033	OFFICE DEPOT -US COMMUNIT	967380499001	37360205- POLICE	09/07/2017	49.98	10/13/2017
Total 10-52100-310 SUPPLIES/EXPENSES:					139.31	
10-52100-322 TRAINING						
1163	FBINNA-WISCONSIN CHAPTER	10122017	LUNCHEON	09/07/2017	28.00	10/13/2017
5626	KALAHARI RESORT & CONVEN	R002Y1JLHO6	LODGING - FREEDY R002Y1JLH	09/07/2017	182.00	10/13/2017
Total 10-52100-322 TRAINING:					210.00	
10-52100-330 CLOTHING ALLOWANCE						
282	LARK UNIFORM, INC.	253299	HUBER	09/07/2017	154.95	10/25/2017
473	STREICHER'S	1282886	PAUL	09/07/2017	154.98	10/13/2017
473	STREICHER'S	1284970	HUBER	09/07/2017	29.99	10/25/2017

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4751	RED THE UNIFORM TAILOR	209493	ARENDT	09/07/2017	45.00	10/25/2017
Total 10-52100-330 CLOTHING ALLOWANCE:					384.92	
10-52100-331 AUXILIARY UNIFORM & EXPENSE						
1812	PRO PHOENIX	10132017	CONFERENCE	09/07/2017	475.00	10/20/2017
Total 10-52100-331 AUXILIARY UNIFORM & EXPENSE:					475.00	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC	2360987	10586-10586 POLICE DEPARTM	09/07/2017	65.50	10/06/2017
393	PACKERLAND RENT-A-MAT INC	2365915	10586-10586 POLICE DEPARTM	09/07/2017	93.00	10/13/2017
Total 10-52100-334 JANITORIAL SUPPLIES:					158.50	
10-52100-335 SCHOOL EXPENSES						
5626	KALAHARI RESORT & CONVEN	R00CUJARI5B	R00CUJARI5B-DUBNICKA	09/07/2017	182.00	10/25/2017
Total 10-52100-335 SCHOOL EXPENSES:					182.00	
10-52100-354 HUNTERS SAFETY MATERIALS						
102164	WI DNR	10032017	HUNTERS SAFETY	09/07/2017	45.00	10/06/2017
Total 10-52100-354 HUNTERS SAFETY MATERIALS:					45.00	
10-52100-391 JAIL FUND						
333	MILWAUKEE COUNTY - HOC	4928	PRISONER HOUSING	09/07/2017	453.00	10/06/2017
Total 10-52100-391 JAIL FUND:					453.00	
10-52200-224 NORTH SHORE FIRE DEPARTMENT						
54	NORTH SHORE FIRE DEPARTM	23228	4TH QTR OPERATING	10/05/2017	296,405.00	10/06/2017
Total 10-52200-224 NORTH SHORE FIRE DEPARTMENT:					296,405.00	
10-53100-321 PROFESSIONAL DUES/MEETINGS						
32	APWA	79804-2017	2018	10/10/2017	100.00	10/25/2017
Total 10-53100-321 PROFESSIONAL DUES/MEETINGS:					100.00	
10-53100-322 TRAINING						
32	APWA	79804-2017	2018	10/10/2017	100.00	10/25/2017
Total 10-53100-322 TRAINING:					100.00	
10-53200-400 MATERIALS						
502	VILLAGE HARDWARE - VH	166660/1	NUMBERS	10/06/2017	3.23	10/20/2017
Total 10-53200-400 MATERIALS:					3.23	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	8/28-9/28/17	3449-647-735	10/05/2017	218.63	10/06/2017
536	WE-ENERGIES	9/4-10/3/17	7083-911-529	10/10/2017	17.46	10/13/2017
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					236.09	
10-53300-405 STREET MATERIALS						
80	ROWE SAND & GRAVEL INC.	184569	FILL	10/06/2017	202.50	10/20/2017

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202	SCHMITZ READY MIX, INC.	9703667	READY MIX	09/18/2017	660.00	10/06/2017
5920	AMERICAN ASPHALT MATERIA	54332	ASPHALT	10/06/2017	885.90	10/13/2017
5920	AMERICAN ASPHALT MATERIA	54380	ASPHALT	10/06/2017	999.23	10/25/2017
Total 10-53300-405 STREET MATERIALS:					2,747.63	
10-53310-400 MATERIALS						
2830	COMPASS MINERALS	93002	SEASONAL	10/06/2017	6,373.42	10/13/2017
Total 10-53310-400 MATERIALS:					6,373.42	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	9/04-10/02/17	9024-478-778	10/12/2017	15.71	10/13/2017
536	WE-ENERGIES	9/04-10/02/17	7018-222-713	10/12/2017	21.51	10/13/2017
536	WE-ENERGIES	9/04-10/02/17	6865-091-092	10/12/2017	15.71	10/13/2017
536	WE-ENERGIES	9/4-10/3/17	3217-867-834	10/10/2017	15.71	10/13/2017
Total 10-53400-221 BUS STOP-ELECTRIC:					68.64	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-	0000207-1996-9	MSW	10/12/2017	6,926.39	10/13/2017
Total 10-53630-370 LANDFILL FEES:					6,926.39	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-	0052213-2286-9	YARD WASTE	10/12/2017	608.43	10/13/2017
1298	WASTE MANAGEMENT OF WI-	0052324-2286-4	YARDWASTE	10/19/2017	630.53	10/25/2017
Total 10-53642-400 MATERIALS:					1,238.96	
10-53700-300 MISCELLANEOUS EXPENSE						
43	AUTO PARTS & SERVICE	741210	LUBRICANT	08/02/2017	56.47	10/20/2017
43	AUTO PARTS & SERVICE	741550	ADAPTER	08/02/2017	63.96	10/20/2017
43	AUTO PARTS & SERVICE	741756	MISC	08/02/2017	8.29	10/20/2017
43	AUTO PARTS & SERVICE	742470	MISC	08/02/2017	24.05	10/20/2017
43	AUTO PARTS & SERVICE	742771	FUSE	08/02/2017	4.60	10/20/2017
671	AIRGAS	9947806016	CYLINDER	08/02/2017	54.09	10/20/2017
2241	ITU ABSORB TECH, INC	6872137	SHOP	08/02/2017	11.12	10/20/2017
2241	ITU ABSORB TECH, INC	6876021	SHOP	08/02/2017	11.12	10/20/2017
2241	ITU ABSORB TECH, INC	6879994	SHOP	08/02/2017	11.12	10/20/2017
Total 10-53700-300 MISCELLANEOUS EXPENSE:					244.82	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	741566	LED	08/02/2017	55.69	10/20/2017
43	AUTO PARTS & SERVICE	742235	BATTERY	08/02/2017	100.87	10/20/2017
51	BADGER TRUCK CENTER, INC.	710723	LATCH	08/02/2017	118.26	10/20/2017
362	GRIFFIN CHEVROLET	282104	CONNECTOR	08/02/2017	73.78	10/20/2017
1546	BUMPER TO BUMPER	618-282176	FILTERS	08/02/2017	109.66	10/20/2017
3234	WALDSCHMIDT'S TOWN & COU	596886	MISC	08/02/2017	204.56	10/20/2017
3234	WALDSCHMIDT'S TOWN & COU	597678	CHAIN BAR	08/02/2017	165.47	10/20/2017
3234	WALDSCHMIDT'S TOWN & COU	599081	CARBURETOR	08/02/2017	60.10	10/20/2017
4112	ROAD EQUIPMENT PARTS CEN	WM860756	FENDER	08/02/2017	191.90	10/20/2017
Total 10-53700-341 REPAIR PARTS:					1,080.29	
10-53700-342 TIRES						
40	APPLEBY'S SERVICE, INC.	62167	BALANCE	08/02/2017	80.00	10/20/2017

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Total 10-53700-342 TIRES:					80.00	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	741756	DEF	08/02/2017	62.94	10/20/2017
1337	HERBST OIL, INC	65704	FUEL	08/02/2017	1,386.13	10/20/2017
1337	HERBST OIL, INC	65732	FUEL	08/02/2017	1,452.48	10/20/2017
Total 10-53700-343 FUEL:					2,901.55	
10-53700-344 OIL						
43	AUTO PARTS & SERVICE	741756	OIL	08/02/2017	35.76	10/20/2017
102189	TRUCK COUNTRY OF WISCON	X203560596.02	PINT	08/02/2017	23.04	10/20/2017
Total 10-53700-344 OIL:					58.80	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	9/19-10/18/2017	3298-754-812	10/19/2017	34.64	10/25/2017
Total 10-53800-220 GAS UTILITIES:					34.64	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	9/19-10/18/2017	3298-754-812	10/19/2017	1,134.51	10/25/2017
Total 10-53800-221 ELECTRIC UTILITIES:					1,134.51	
10-53800-222 TELEPHONE UTILITIES						
1336	EARTHLINK BUSINESS	10/01/2017	7345438	10/10/2017	148.59	10/13/2017
Total 10-53800-222 TELEPHONE UTILITIES:					148.59	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9793733111	787066169-00001	10/01/2017	193.19	10/25/2017
Total 10-53800-224 CELL PHONES:					193.19	
10-53800-234 BUILDING MAINTENANCE						
2241	ITU ABSORB TECH, INC	6872139	DPW	08/02/2017	201.41	10/20/2017
Total 10-53800-234 BUILDING MAINTENANCE:					201.41	
10-53800-333 SAFETY PROGRAM						
3240	FEHR GRAHAM ENGINEERING	78971	SERVICE AGREEMENT	10/16/2017	1,892.00	10/20/2017
Total 10-53800-333 SAFETY PROGRAM:					1,892.00	
10-53900-324 DRUG TESTING						
1780	US HEALTHWORKS MED GROU	51669	DRUG SCREENING	10/16/2017	59.00	10/20/2017
Total 10-53900-324 DRUG TESTING:					59.00	
10-54100-215 CONTRACT - HEALTH						
619	MADACC	JULY,AUG,SEPT 2	DOG/CAT LICENSE	10/05/2017	1.85	10/06/2017
2091	NORTH SHORE HEALTH DEPT	17-0000302	4TH QTR CONTR.	10/19/2017	7,078.00	10/20/2017
Total 10-54100-215 CONTRACT - HEALTH:					7,079.85	

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10-55200-440 FOOT/BIKE PATH MAINTENANCE						
5920	AMERICAN ASPHALT MATERIA	54380	ASPHALT	10/06/2017	250.00	10/25/2017
Total 10-55200-440 FOOT/BIKE PATH MAINTENANCE:					250.00	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	43260	SEPTEMBER	10/12/2017	500.00	10/20/2017
Total 10-55400-430 LX CLUB MATERIALS:					500.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	9/4-10/3/17	5214-367-035	10/10/2017	11.38	10/13/2017
Total 10-55440-220 GAS UTILITIES:					11.38	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	9/4-10/3/17	5630-222-440	10/10/2017	89.80	10/13/2017
Total 10-55440-221 ELECTRIC UTILITIES:					89.80	
10-55440-450 SKATE RINK MATERIALS						
2241	ITU ABSORB TECH, INC	6876028	LONGACRE	08/02/2017	25.96	10/20/2017
Total 10-55440-450 SKATE RINK MATERIALS:					25.96	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	34472	FORESTRY REQUESTS	09/29/2017	3,250.00	10/25/2017
Total 10-56100-125 FORESTRY CONSULTANT:					3,250.00	
10-56100-465 TREE MAINTENANCE						
280	LIESENER SOILS INC.	0154520	SOIL	09/18/2017	740.00	10/06/2017
4591	VERMEER-WISCONSIN, INC.	20201962	CUTTER	10/06/2017	1,140.00	10/25/2017
5933	WACHTEL TREE SCIENCE & SE	34702	FORESTRY REQUESTS	10/07/2017	205.00	10/25/2017
Total 10-56100-465 TREE MAINTENANCE:					2,085.00	
10-59000-500 CONTINGENCY FUND						
4542	SEH, INC.	337794	DUNWOOD CROSSING	10/05/2017	3,248.00	10/06/2017
Total 10-59000-500 CONTINGENCY FUND:					3,248.00	
20-61000-221 ELECTRIC UTILITIES						
537	WE-ENERGIES LIB	9/6-10/4/17	UTILITY-ELECTRIC	10/25/2017	2,153.52	10/25/2017
Total 20-61000-221 ELECTRIC UTILITIES:					2,153.52	
20-61000-222 TELEPHONE UTILITIES						
2973	TIME WARNER CABLE	OCT 2017	UTILITIES- TELEPHONE 048980	10/25/2017	177.25	10/25/2017
Total 20-61000-222 TELEPHONE UTILITIES:					177.25	
20-61000-223 WATER/SEWER UTILITIES						
5543	PREMIUM WATERS, INC.	0117670917	UTILITY- WATER	10/25/2017	62.40	10/25/2017
Total 20-61000-223 WATER/SEWER UTILITIES:					62.40	

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20-61000-230 MAINTENANCE						
37	L/V ENTERPRISES, LLC	4578/4668	MAINTENANCE	10/25/2017	2,922.00	10/25/2017
37	L/V ENTERPRISES, LLC	4578/4668	MAINTENANCE	10/25/2017	3,881.00	10/25/2017
393	PACKERLAND RENT-A-MAT INC	2360983/2365912	MAINTENANCE-NORTHSHORE	10/25/2017	75.57	10/25/2017
2472	DUST FREE CLEANING SERVIC	16495	MAINTENANCE	10/25/2017	1,354.13	10/25/2017
Total 20-61000-230 MAINTENANCE:					8,232.70	
20-61000-233 EQUIPMENT MAINTENANCE						
2347	NORTHSHORE BANK	10/25/2017	EQUIPMENT MAINTENANCE	10/25/2017	106.44	10/25/2017
5766	GREAT AMERICAN LEASING C	21422607	COPY MACHINE	10/25/2017	328.00	10/25/2017
Total 20-61000-233 EQUIPMENT MAINTENANCE:					434.44	
20-61000-310 SUPPLIES/EXPENSES						
140	DEMCO	6229549	SUPPLIES	10/25/2017	475.99	10/25/2017
215	INNERFACE SIGN SYSTEMS, IN	347321	SUPPLIES	10/25/2017	78.81	10/25/2017
1960	STAPLES ADVANTAGE	3355422311	SUPPLIES	10/25/2017	22.99	10/25/2017
2347	NORTHSHORE BANK	10/25/2017	SUPPLIES	10/25/2017	471.38	10/25/2017
2468	VILLAGE HARDWARE/LIBRARY	165774/1 & 166457/	SUPPLIES	10/25/2017	47.64	10/25/2017
Total 20-61000-310 SUPPLIES/EXPENSES:					1,096.81	
20-61000-321 DUES						
2347	NORTHSHORE BANK	10/25/2017	DUES	10/25/2017	132.00	10/25/2017
Total 20-61000-321 DUES:					132.00	
20-61000-322 TRAINING						
2347	NORTHSHORE BANK	10/25/2017	TRAINING	10/25/2017	1,086.69	10/25/2017
Total 20-61000-322 TRAINING:					1,086.69	
20-61000-800 CAPITAL OUTLAY						
37	L/V ENTERPRISES, LLC	4578/4668	CAPITAL ACCOUNT	10/25/2017	2,900.00	10/25/2017
1960	STAPLES ADVANTAGE	3355422311	CAPITAL	10/25/2017	510.97	10/25/2017
2474	MIKE INGRILLI PLUMBING	11992	CAPITAL	10/25/2017	765.50	10/25/2017
Total 20-61000-800 CAPITAL OUTLAY:					4,176.47	
20-61000-812 ADULT BOOKS						
55	BAKER & TAYLOR BOOKS VEN	10/25/2017	ADULT BOOKS	10/25/2017	1,656.39	10/25/2017
2347	NORTHSHORE BANK	10/25/2017	ADULT BOOKS	10/25/2017	64.25	10/25/2017
Total 20-61000-812 ADULT BOOKS:					1,720.64	
20-61000-813 JUVENILE BOOKS						
55	BAKER & TAYLOR BOOKS VEN	10/25/2017	JUVENILE BOOKS	10/25/2017	234.53	10/25/2017
101	MIDAMERICA BOOKS	426740	JUVENILE BOOKS	10/25/2017	67.80	10/25/2017
Total 20-61000-813 JUVENILE BOOKS:					302.33	
20-61000-815 MEDIA						
2401	MIDWEST TAPE	10/25/2017	ADULT MEDIA	10/25/2017	116.96	10/25/2017
5492	PARACLETTE PRESS INC.	10/25/2017	ADULT MEDIA	10/25/2017	85.03	10/25/2017
Total 20-61000-815 MEDIA:					201.99	

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21-53100-322 TRAINING						
32	APWA	79804-2017	2018	10/10/2017	75.00	10/25/2017
Total 21-53100-322 TRAINING:					75.00	
21-71000-400 MATERIALS						
2260	PORT A JOHN	1278533-in	MONTHLY	10/19/2017	89.00	10/25/2017
5509	HD SUPPLY WATERWORKS, LT	H833978	FLEX	09/18/2017	171.70	10/06/2017
Total 21-71000-400 MATERIALS:					260.70	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	9/4-10/3/17	2417-882-521	10/10/2017	11.38	10/13/2017
Total 21-72000-220 GAS UTILITIES:					11.38	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	9/4-10/3/17	1670-928-034	10/10/2017	20.68	10/13/2017
536	WE-ENERGIES	9/4-10/3/17	2417-882-521	10/10/2017	78.77	10/13/2017
Total 21-72000-221 ELECTRIC UTILITIES:					99.45	
21-72000-229 ALARM						
536	WE-ENERGIES	9/4-10/3/17	7023-980-106	10/10/2017	15.71	10/13/2017
Total 21-72000-229 ALARM:					15.71	
21-72000-400 MATERIALS						
776	GRAINGER, INC.	9560676927	BULB	08/02/2017	3.20	10/20/2017
4141	CUMMINS N POWER, LLC	809-89634	LAMP	08/02/2017	109.41	10/20/2017
Total 21-72000-400 MATERIALS:					112.61	
21-73000-400 MATERIALS						
386	OFFICE DEPOT INC.	964150641001	BATTERIES	05/09/2017	4.62	10/06/2017
386	OFFICE DEPOT INC.	964150899001	BATTERY	05/09/2017	6.58	10/06/2017
2136	VERIZON WIRELESS	9793733111	787066169-00001	10/01/2017	15.00	10/25/2017
Total 21-73000-400 MATERIALS:					26.20	
21-75000-310 SUPPLIES/EXPENSES						
194	BAKER TILLY VIRCHOW KRAUS	BT1161453	TEST YEAR WATER/SEWER ST	10/05/2017	238.00	10/06/2017
Total 21-75000-310 SUPPLIES/EXPENSES:					238.00	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
256	KAPUR & ASSOCIATES, INC.	91961	SANITARY SEWER	10/02/2017	1,816.00	10/25/2017
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					1,816.00	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-	6127761-2275-8	MONTHLY	10/05/2017	20,485.80	10/06/2017
3292	OSI ENVIROMENTAL INC.	1037866	FILTERS	08/02/2017	45.00	10/25/2017
Total 22-53650-210 CONTRACT SERVICES:					20,530.80	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	9/4-10/3/17	8294-368-584	10/10/2017	56.52	10/13/2017

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Total 23-55420-220 GAS UTILITIES:					56.52	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	9/4-10/3/17	8294-368-584	10/10/2017	111.99	10/13/2017
Total 23-55420-221 ELECTRIC UTILITIES:					111.99	
23-55420-222 TELEPHONE UTILITIES						
1345	AT & T U-VERSE	9/2-10/01/17	11299163-POOL	10/12/2017	90.32	10/13/2017
Total 23-55420-222 TELEPHONE UTILITIES:					90.32	
24-52400-210 CONTRACT SERVICES						
2256	SAFEBUILT	0034377-IN	AUG INSPECTIONS	10/05/2017	567.00	10/06/2017
Total 24-52400-210 CONTRACT SERVICES:					567.00	
25-53420-400 MATERIALS						
5509	HD SUPPLY WATERWORKS, LT	H833978	FLEX	09/18/2017	171.70	10/06/2017
Total 25-53420-400 MATERIALS:					171.70	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9793733111	787066169-00001	10/01/2017	20.00	10/25/2017
Total 25-53800-210 CONTRACT SERVICES:					20.00	
25-53800-322 TRAINING						
32	APWA	79804-2017	2018	10/10/2017	75.00	10/25/2017
Total 25-53800-322 TRAINING:					75.00	
25-55410-210 CONTRACT SERVICES						
194	BAKER TILLY VIRCHOW KRAUS	BT1161453	TEST YEAR WATER/SEWER ST	10/05/2017	119.00	10/06/2017
Total 25-55410-210 CONTRACT SERVICES:					119.00	
25-91500-834 STORM SEWER. NAVAJO-SENECA						
256	KAPUR & ASSOCIATES, INC.	91951	8/13-9/16/17	10/02/2017	4,957.46	10/25/2017
Total 25-91500-834 STORM SEWER. NAVAJO-SENECA:					4,957.46	
40-91100-820 REVALUATION OF VIL PROPERTIES						
2706	ASSOCIATED APPRAISAL CON	130072	REVALUATION	10/01/2017	6,539.96	10/20/2017
2846	DIANE MILANOWSKI, LLC	41066	BOARD OF REVIEW	10/13/2017	492.50	10/20/2017
Total 40-91100-820 REVALUATION OF VIL PROPERTIES:					7,032.46	
40-91400-805 COMMERCIAL MOWER & ATTACHMENTS						
43	AUTO PARTS & SERVICE	742293	FUSE BLOCK	08/02/2017	9.70	10/20/2017
291	DEERE & COMPANY	115933294	TRACTOR	08/02/2017	26,406.12	10/06/2017
502	VILLAGE HARDWARE - VH	165809.1	MISC	08/02/2017	38.45	10/20/2017
1179	MILWAUKEE RUBBER PRODUC	74960-IN	BELTING	08/02/2017	98.00	10/20/2017
Total 40-91400-805 COMMERCIAL MOWER & ATTACHMENTS:					26,552.27	

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40-81400-841 SMALL EQUIPMENT PURCHASES						
3234	WALDSCHMIDT'S TOWN & COU	598724	BELT/BLADE	08/02/2017	1,214.94	10/20/2017
3234	WALDSCHMIDT'S TOWN & COU	599357	BLADE	08/02/2017	237.10	10/20/2017
Total 40-81400-841 SMALL EQUIPMENT PURCHASES:					1,452.04	
40-91500-801 STREET RESURFACING						
256	KAPUR & ASSOCIATES, INC.	91951	8/13-9/16/17	10/02/2017	2,478.74	10/25/2017
327	MENARD'S - MILWAUKEE	40793	MORTAR	10/06/2017	254.80	10/20/2017
Total 40-91500-801 STREET RESURFACING:					2,733.54	
40-91600-833 TREE REPLACEMENT						
5933	WACHTEL TREE SCIENCE & SE	34471	TREE REPLACEMENT	09/29/2017	3,035.00	10/25/2017
Total 40-91600-833 TREE REPLACEMENT:					3,035.00	
40-91700-801 NSFD CAPITAL EXPENSE						
54	NORTH SHORE FIRE DEPARTM	23228	4TH QTR CAPITAL	10/05/2017	3,796.00	10/06/2017
Total 40-91700-801 NSFD CAPITAL EXPENSE:					3,796.00	
40-91700-802 NSFD EXPENSE 2010 AND BEYOND						
54	NORTH SHORE FIRE DEPARTM	23228	4TH QTR DEBT SVCS	10/05/2017	13,066.00	10/06/2017
Total 40-91700-802 NSFD EXPENSE 2010 AND BEYOND:					13,066.00	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	18	MONTHLY	10/01/2017	17,726.66	10/06/2017
Total 50-81000-601 SOURCE OF WATER SUPPLY:					17,726.66	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	449	MAIN REPAIR	10/05/2017	556.25	10/06/2017
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					556.25	
50-81000-641 OPERATIONS SUPPLY AND EXPENSE						
1798	TODDS TOOLS, LLC	1017178987	PENTA SKT	05/09/2017	20.65	10/25/2017
Total 50-81000-641 OPERATIONS SUPPLY AND EXPENSE:					20.65	
50-81000-651 MAINTENANCE OF MAINS						
80	ROWE SAND & GRAVEL INC.	184569	FILL	10/06/2017	202.50	10/20/2017
776	GRAINGER, INC.	140494	WRENCH	05/09/2017	59.80	10/20/2017
918	E.H. WACHS COMPANY, INC.	140494	LATCH CLAMP	05/09/2017	150.35	10/20/2017
1591	FERGUSON WATERWORKS #1	234344	PARTS	05/09/2017	402.76	10/25/2017
2241	ITU ABSORB TECH, INC	6860104	WATER	05/09/2017	8.08	10/06/2017
2241	ITU ABSORB TECH, INC	6864077	WATER	05/09/2017	8.08	10/06/2017
2241	ITU ABSORB TECH, INC	6868202	WATER	05/09/2017	8.08	10/06/2017
2241	ITU ABSORB TECH, INC	6872138	WATER	05/09/2017	42.31	10/06/2017
2241	ITU ABSORB TECH, INC	6876022	WATER	05/09/2017	8.08	10/20/2017
2241	ITU ABSORB TECH, INC	6879995	WATER	05/09/2017	8.08	10/20/2017
2241	ITU ABSORB TECH, INC	6884128	WATER	05/09/2017	8.08	10/25/2017
5901	AMERICAN LEAK DETECTION	7757	SURVEY	05/09/2017	395.00	10/06/2017
Total 50-81000-651 MAINTENANCE OF MAINS:					1,301.20	

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50-81000-800 CAPITAL OUTLAY						
256	KAPUR & ASSOCIATES, INC.	91951	8/13-9/16/17	10/02/2017	4,957.46	10/25/2017
256	KAPUR & ASSOCIATES, INC.	91960	8/13-9/16/17	10/02/2017	3,811.59	10/25/2017
287	JET UNDERGROUND LLC	1	CONTRACT	10/04/2017	68,873.17	10/25/2017
2838	CITY WATER LLC	449	CONSTRUCTION PROJECT	10/05/2017	160.00	10/06/2017
Total 50-81000-800 CAPITAL OUTLAY:					77,802.22	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	10/10/17 FILTER	FILTER	10/19/2017	6.42	10/20/2017
378	NORTH SHORE WATER COMMI	10/11/17 RESERVO	RESERVOIR IMPROVEMENTS	10/19/2017	1,043.74	10/20/2017
378	NORTH SHORE WATER COMMI	10/11/17 SCADA	SCADA UPGRADE	10/19/2017	261.25	10/20/2017
Total 50-81000-844 NSWC CAPITAL PROJECTS:					1,311.41	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
386	OFFICE DEPOT INC.	964150641001	BATTERIES	05/09/2017	4.61	10/06/2017
386	OFFICE DEPOT INC.	964150899001	BATTERY	05/09/2017	6.57	10/06/2017
2136	VERIZON WIRELESS	9793733111	787066169-00001	10/01/2017	15.00	10/25/2017
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					26.18	
50-81000-923 OUTSIDE SERVICES EMPLOYED						
194	BAKER TILLY VIRCHOW KRAUS	BT1161453	TEST YEAR WATER/SEWER ST	10/05/2017	238.00	10/06/2017
2839	CITY WATER LLC	449	MONTHLY	10/05/2017	7,900.00	10/06/2017
Total 50-81000-923 OUTSIDE SERVICES EMPLOYED:					8,138.00	
50-81000-930 MISC GENERAL EXPENSE						
776	GRAINGER, INC.	9578967490	SAFETY GLASSES	05/09/2017	105.12	10/20/2017
Total 50-81000-930 MISC GENERAL EXPENSE:					105.12	
72-27015 LIBRARY LOST BOOKS						
55	BAKER & TAYLOR BOOKS VEN	10/25/2017	LOST LIBRARY BOOK	10/25/2017	11.91	10/25/2017
2401	MIDWEST TAPE	10/25/2017	LOST BOOKS	10/25/2017	20.98	10/25/2017
Total 72-27015 LIBRARY LOST BOOKS:					32.89	
72-27030 FRIENDS OF THE NSL - DONATION						
55	BAKER & TAYLOR BOOKS VEN	10/25/2017	ADULT SERVICES	10/25/2017	171.35	10/25/2017
88	KNIGHT, PAUL	10/03/2017	REF/TECH	10/25/2017	100.00	10/25/2017
254	VAN DEINSE, LAUREN	10/6-10/20/17	CHILDRENS SERVICES	10/25/2017	135.00	10/25/2017
284	ALLEN, TERESE	10/04/2017	REF/TECH SERV	10/25/2017	250.00	10/25/2017
285	ORGANIC ARTS LTD	10/04/2017	REF/TECH	10/25/2017	150.00	10/25/2017
336	MILLER & MIKE	10/04/2017	REF/TECH	10/25/2017	.00	11/06/2017
2347	NORTHSHORE BANK	10/25/2017	CHILDRENS SVCS/ REF TECH	10/25/2017	159.84	10/25/2017
2401	MIDWEST TAPE	10/25/2017	REF/TECH	10/25/2017	392.25	10/25/2017
5492	PARACLETTE PRESS INC.	10/25/2017	REF/TECH	10/25/2017	62.27	10/25/2017
5779	KNOWBUDDY RESOURCES	ARU0236264	CHILDRENS SERVICES	10/25/2017	158.60	10/25/2017
Total 72-27030 FRIENDS OF THE NSL - DONATION:					1,579.31	
Grand Totals:					590,915.81	

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Date Approved: _____

Village Manager: _____

Village Board: _____

November 7, 2017

Weed Ordinance

Ordinance Version A

SECTION I Chapter 670 of the Village of Fox Point Village Code entitled, “Offenses Against Public Peace, Safety and Welfare,” Article VII entitled “Health and Sanitation,” Section 670-28 entitled “Adoption of state weed law,” is hereby repealed and re-created as follows:

§ 670-28 Adoption of state weed law.

- A. Section 23.235, Nuisance weeds, § 66.0407, Noxious weeds, and § 66.0517, Weed Commissioner, Wis. Stats., are hereby adopted and by reference made a part of this section as if fully set forth. Any action required to be performed or prohibited by said sections of the Wisconsin Statutes is required or prohibited by this section. Any future amendments, revisions or modifications of said sections of the Wisconsin Statutes are intended to be made part of this section. A copy of said sections of the statutes of the State of Wisconsin and any future amendments thereto shall be kept on file in the office of the Village Clerk/Treasurer or elsewhere in Village offices in the Village Hall, providing such copy is at all times readily available to the Village Clerk/Treasurer.
- B. Pursuant to § 66.0404(1)(b), Wis. Stats., the Village hereby declares the following additional noxious weeds within the Village of Fox Point:
 - (i.) Garlic mustard (*Alliaria petiolate*)
 - (ii.) Common buckthorn (*Rhamnus cathartica*)
- C. Violations of this section shall be subject to enforcement or prosecution as provided in § 1-4 of the Village Code.

Ordinance Version B

SECTION I Chapter 670 of the Village of Fox Point Village Code entitled, “Offenses Against Public Peace, Safety and Welfare,” Article VII entitled “Health and Sanitation,” Section 670-28 entitled “Adoption of state weed law,” is hereby repealed and re-created as follows:

§ 670-28 Adoption of state weed law and designation of additional unwelcome weeds

- A. Section 23.235, Nuisance weeds, § 66.0407, Noxious weeds, and § 66.0517, Weed Commissioner, Wis. Stats., are hereby adopted and by reference made a part of this section as if fully set forth. Any action required to be performed or prohibited by said sections of the Wisconsin Statutes is required or prohibited by this section. Any future amendments, revisions or modifications of said sections of the Wisconsin Statutes are intended to be

made part of this section. A copy of said sections of the statutes of the State of Wisconsin and any future amendments thereto shall be kept on file in the office of the Village Clerk/Treasurer or elsewhere in Village offices in the Village Hall, providing such copy is at all times readily available to the Village Clerk/Treasurer.

- B. The Village hereby declares the following additional weeds unwelcome within the Village of Fox Point:

- (i.) Garlic mustard (*Alliaria petiolate*)
- (ii.) Common buckthorn (*Rhamnus cathartica*)

The Village directs persons owning, occupying, or controlling land to take reasonable measures to control or destroy the enumerated unwelcome weeds. The weed commissioner is authorized to investigate the existence of unwelcome weeds in his or her district.

- C. Violations of this section shall be subject to enforcement or prosecution as provided in § 1-4 of the Village Code.

[Menu](#)**66.0407 Noxious weeds.****(1)** In this section:

- (a) "Destroy" means the complete killing of weeds or the killing of weed plants above the surface of the ground by the use of chemicals, cutting, tillage, cropping system, pasturing livestock, or any or all of these in effective combination, at a time and in a manner as will effectually prevent the weed plants from maturing to the bloom or flower stage.
- (b) "Noxious weed" means Canada thistle, leafy spurge, field bindweed, any weed designated as a noxious weed by the department of natural resources by rule, and any other weed the governing body of any municipality or the county board of any county by ordinance or resolution declares to be noxious within its respective boundaries.

(3) A person owning, occupying or controlling land shall destroy all noxious weeds on the land. The person having immediate charge of any public lands shall destroy all noxious weeds on the lands. The highway patrolman on all federal, state or county trunk highways shall destroy all noxious weeds on that portion of the highway which that highway patrolman patrols. The town board is responsible for the destruction of all noxious weeds on the town highways.**(4)** The chairperson of each town, the president of each village and the mayor or manager of each city may annually on or before May 15 publish a class 2 notice, under ch. 985, that every person is required by law to destroy all noxious weeds, as defined in this section, on lands in the municipality which the person owns, occupies or controls. A town, village or city which has designated as its official newspaper or which uses for its official notices the same newspaper as any other town, village or city may publish the notice under this subsection in combination with the other town, village or city.**(5)** This section does not apply to Canada thistle or annual noxious weeds that are located on land that the department of natural resources owns, occupies or controls and that is maintained in whole or in part as habitat for wild birds by the department of natural resources.

History: 1975 c. 394 s. 12; 1975 c. 421; Stats. 1975 s. 66.96; 1983 a. 112, 189; 1989 a. 56 s. 258; 1991 a. 39, 316; 1997 a. 287; 1999 a. 150 ss. 617 to 619; Stats. 1999 s. 66.0407; 2009 a. 55.

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23.235 Nuisance weeds.**(1) DEFINITIONS.** In this section:

- (a) "Nuisance weeds" means purple loosestrife or hybrids thereof and multiflora rose.
- (b) "Purple loosestrife" means any nonnative member of the genus *Lythrum*.

(2) PROHIBITION. Except as provided in sub. (3m), no person may sell, offer for sale, distribute, plant, or cultivate any multiflora rose or seeds thereof.**(2m) CONTROL EFFORTS.**

- (a) Under the program established under s. 23.22, the department shall make a reasonable effort to develop a statewide plan to control purple loosestrife on both public and private lands, as provided in this subsection.
- (b) The department shall make a reasonable effort to implement control and quarantine methods on public lands as soon as practicable. The department shall make a reasonable effort to employ the least environmentally harmful methods available that are effective, based on research conducted under sub. (3m).
- (c) The department may conduct a pilot project using employees or other persons to engage in labor intensive efforts to control purple loosestrife on all public lands.
- (d) The department shall request permission from private landowners to enter onto the land to control stands of purple loosestrife which significantly threaten environmental resources or which threaten to invade a nearby watershed or subwatershed. If the landowner denies the department permission to enter onto the land, the department may not enter the land but shall inform the landowner of the seminars available under sub. (4) (c).
- (e) The department may provide grants to other public agencies to allow the public agencies to control purple loosestrife on lands under their control.

(3m) RESEARCH. Under the program established under s. 23.22, the department shall make a reasonable effort to conduct research to determine alternative methods to contain and control purple loosestrife in the most environmentally sound manner and may conduct other research on the control of nuisance weeds. The secretaries of natural resources and of agriculture, trade and consumer protection may authorize any person to plant or cultivate nuisance weeds for the purpose of controlled experimentation.**(4) EDUCATION.**

- (a) Under the program established under s. 23.22, the department shall make a reasonable effort to develop a statewide education effort on the effects of nuisance weeds, as provided in this subsection.
- (b) The department shall make a reasonable effort to educate the authorities in charge of the maintenance of all federal, state and county trunk highways and all forest and park land in this state on methods to identify and control nuisance weeds. The department of transportation and all other authorities in charge of the maintenance of highways, forests and parks may cooperate with the department in efforts under this paragraph.
- (c) The department shall make a reasonable effort to educate private landowners on methods to identify and control purple loosestrife. The department shall make a reasonable effort to conduct seminars periodically, at times determined by the department, to train private landowners in environmentally sound methods to identify and control purple loosestrife.

(5) PENALTY. Any person who knowingly violates sub. (2) shall forfeit not more than \$100. Each violation of this section is a separate offense.

History: 1987 a. 41; 1999 a. 150 s. 616; Stats. 1999 s. 23.235; 2001 a. 16; 2001 a. 109 ss. 72td to 72wj.

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2015-16 Wisconsin Statutes updated through 2017 Wis. Act 60 and all Supreme Court and Controlled Substances Board Orders effective on or before November 7, 2017. Published and certified under s. 35.18. Changes effective after November 7, 2017 are designated by NOTES. (Published 11-7-17)

[Menu](#)**66.0517 Weed commissioner.**

(1) **DEFINITION.** In this section, “noxious weeds” has the meaning given in s. 66.0407 (1) (b).

(2) **APPOINTMENT.**

(a) *Town, village and city weed commissioner.* The chairperson of each town, the president of each village and the mayor of each city may appoint one or more commissioners of noxious weeds on or before May 15 in each year. A weed commissioner shall take the official oath and the oath shall be filed in the office of the town, village or city clerk. A weed commissioner shall hold office for one year and until a successor has qualified or the town chairperson, village president or mayor determines not to appoint a weed commissioner. If more than one commissioner is appointed, the town, village or city shall be divided into districts by the officer making the appointment and each commissioner shall be assigned to a different district. The town chairperson, village president or mayor may appoint a resident of any district to serve as weed commissioner in any other district of the same town, village or city.

(b) *County weed commissioner.* A county may by resolution adopted by its county board provide for the appointment of a county weed commissioner and determine the duties, term and compensation for the county weed commissioner. When a weed commissioner has been appointed under this paragraph and has qualified, the commissioner has the powers and duties of a weed commissioner described in this section. Each town chairperson, village president or mayor may appoint one or more deputy weed commissioners, who shall work in cooperation with the county weed commissioner in the district assigned by the appointing officer.

(3) **POWERS, DUTIES AND COMPENSATION.**

(a) *Destruction of noxious weeds.* A weed commissioner shall investigate the existence of noxious weeds in his or her district. If a person in a district neglects to destroy noxious weeds as required under s. 66.0407 (3), the weed commissioner shall destroy, or have destroyed, the noxious weeds in the most economical manner. A weed commissioner may enter upon any lands that are not exempt under s. 66.0407 (5) and cut or otherwise destroy noxious weeds without being liable to an action for trespass or any other action for damages resulting from the entry and destruction, if reasonable care is exercised.

(b) *Compensation of weed commissioner.*

1. Except as provided in sub. (2) (b), a weed commissioner shall receive compensation for the destruction of noxious weeds as determined by the town board, village board, or city council upon presenting to the proper treasurer the account for noxious weed destruction, verified by oath and approved by the appointing officer. The account shall specify by separate items the amount chargeable to each piece of land, describing the land, and shall, after being paid by the treasurer, be filed with the town, village, or city clerk. The clerk shall enter the amount chargeable to each tract of land in the next tax roll in a column headed “For the Destruction of Weeds”, as a tax on the lands upon which the weeds were destroyed. The tax shall be collected under ch. 74, except in case of lands which are exempt from taxation, railroad lands, or other lands for which taxes are not collected under ch. 74. A delinquent tax may be collected as is a delinquent real property tax under chs. 74 and 75 or as is a delinquent personal property tax under ch. 74. In case of railroad lands or other lands for which taxes are not collected under ch. 74, the amount chargeable against these lands shall be certified by the town, village, or city clerk to the secretary of administration who shall add the amount designated to the sum due from the company owning, occupying, or controlling the lands specified. The secretary of administration shall collect the amount chargeable as prescribed in subch. I of ch. 76 and return the amount collected to the town, city, or village from which the certification was received.

2. For the performance of duties other than the destruction of noxious weeds, a weed commissioner shall receive compensation to be determined by the town board, village board or city council.

History: 1999 a. 150; 2003 a. 33.

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2015-16 Wisconsin Statutes updated through 2017 Wis. Act 60 and all Supreme Court and Controlled Substances Board Orders effective on or before November 7, 2017. Published and certified under s. 35.18. Changes effective after November 7, 2017 are designated by NOTES. (Published 11-7-17)

NOVEMBER 8, 2017

VILLAGE OF FOX POINT
COMPENSATION OF VILLAGE BOARD MEMBERS

The proposal is good policy.

- *Benchmark.* The other municipalities that do not compensate their Village Board members are the communities of River Hills and Elm Grove. Every other municipality in southeastern Wisconsin follows the benchmark that elected officials sitting on boards or councils should receive some nominal compensation for their service. We are running a government—and compensating elected officials sitting on boards or councils has become standard. We bring to this task the value of our professional experience and commitment. Compensation confers respect for village board members' time and contributions.
- *Diversity and Inclusivity.* We should aspire to have as diverse and inclusive a Village Board as possible. Fox Point is an economically diverse community. Compensating board members casts the widest possible net for those interested and willing to serve. Zero compensation can not only hit a raw nerve and discourage worthy candidates, it can be a practical barrier to service. As we've seen, practically no other comparable municipality does it. Friends and neighbors might help out but campaigns cost money to run and there are other out-of-pocket expenses in connection with the performance of duties. We do not want these outlays to be barriers to service. Some individuals are unwilling to run or serve for zero compensation on principle. Compensation will not solve the diversity issue—nobody is going to take on the job solely for \$200 a month. However, it may expand the pool by removing an obstacle. Other volunteer opportunities exist. We are competing for people's time. This might make a difference.

Granted, we don't know for sure. But our message will be clear and it's a good one. We are enacting a policy that is *designed* to attract a more diverse group of candidates. It signals that in connection with village governance, Fox Point is doing everything it can to include as many people as it can from as diverse a pool as possible.

- *Budgetary concerns.* In a seven million dollar budget, village board compensation is a small item. Nothing important is going to go unfunded or underfunded because we are modestly compensating Village Board members. People will see the nominal amount of compensation and will understand this is not a "get rich quick" scheme. Any concerns that the nominal amount of compensation is a "slippery slope" are addressed by the fact that *every other nearby municipality provides at least some compensation* (with the exception of two communities previously mentioned) and no examples exist that it has been abused. Moreover, with the development of the Dunwood School property, the tax base will increase and state law would permit the board to levy in more money which could be used to cover the cost. We should not be pennywise and policy foolish. The Village is saving a sizeable amount of money every year because a senior staff member does not need our health insurance benefit. However, we did not and would not make a hiring decision on this basis. That would have been bad policy. You get the point.
- *Freedom to choose.* Each village board member is free to decline the compensation or to donate it back to the Village. Personal preference or individual circumstance will not be uniform on this issue. George Washington and John Fitzgerald Kennedy did not accept

compensation to be president. Good for them. This is probably best left as an individual choice.

- *Implementation.* According to state law a new term of office must begin before an elected official can take a salary or increase in salary. Wis. Stat. Section 66.0505(2). A sensible proposal would be to compensate regular members \$200 per month and the president \$300 per month on a staggered basis beginning May 1, 2018, May 1, 2019, and May 1, 2020 for those members whose terms begin in April 2018, 2019, and 2020 respectively.

We urge the Village Board to adopt the proposal to compensate Village Board members in a modest but reasonable way.

Douglas H. Frazer
Liz Sumner

Municipality	Type	Title	Salary	Per Diem	Year	Population
Bayside	Village	Trustee	\$1,200		2010	4,170
Bayside	Village	Village President	\$1,200		2010	4,170
Belgium	Village	Village President	\$2,000	\$60/bd mtg. - 40/comm mtg.	2013	2,252
Belgium	Village	Trustee		\$60/bd mtg. - 40/comm mtg.	2013	2,252
Big Bend	Village	Trustee	\$2,160	\$10/mtg.	2013	1,290
Big Bend	Village	Village President	\$3,600	\$10/mtg.	2013	1,290
Brown Deer	Village	Trustees	\$3,600		2010	11,720
Brown Deer	Village	President			2010	11,720
Butler	Village	Village President	\$3,000		2012	1,790
Butler	Village	Trustee	\$2,000		2012	1,790
Cedarburg	City	Trustee	\$2,400		2011	11,440
Cedarburg	City	Village President	\$6,000		2011	11,440
Delafield	City	Council Member	\$3,500		2010	6,929
Delafield	City	Mayor	\$7,000		2010	6,929
Delafield	City	Council Member	\$3,500		2011	6,929
Delafield	City	Mayor	\$7,000		2011	6,929
Municipality	Type	Title	Salary	Per Diem	Year	Population
Dousman	Village	Trustee	\$3,500		2013	2,317
Dousman	Village	Village President	\$6,000		2013	2,317
Dousman	Village	Trustee	\$3,500		2014	2,320
Dousman	Village	Village President	\$6,000		2014	2,320
Eagle	Village	Trustee	\$2,400		2012	1,950
Eagle	Village	Village President	\$4,000		2012	1,950
Elm Grove	Village	Trustee	\$0		2010	6,157
Elm Grove	Village	Village President	\$0		2010	6,157
Fox Point	Village	Trustee	\$0		2010	6,803
Fox Point	Village	Village President	\$0		2010	6,803
Fredonia	Village	Village President	\$3,000	\$45/bd. mtg.; \$15/committee mtg;\$25 month expense	2012	2,160
Fredonia	Village	Trustee		\$45/bd. mtg.; \$15/committee mtg.	2012	2,160
Fredonia	Village	Village President	\$3,000	\$55/bd; \$25/comm mtg	2014	2,167
Fredonia	Village	Trustee		\$55/bd; \$25/comm mtg	2014	2,167
Glendale	City	Council Member	\$2,700	\$500/year	2013	12,833
Glendale	City	Mayor	\$5,700	\$75/month	2013	12,833
Glendale	City	Council Member	\$2,700		2014	12,845
Glendale	City	Mayor	\$5,700		2014	12,845
Grafton	Village		\$3,750		2010	11,470
Grafton	Village	Village President	\$6,000	\$25/month mileage	2010	11,470
Greendale	Village	Village President	\$9,372		2014	14,165
Greendale	Village	Trustee	\$6,184		2014	14,165
Municipality	Type	Title	Salary	Per Diem	Year	Population
Hales Corners	Village	Trustee	\$3,600	\$300	2013	7,685
Hales Corners	Village	Village President	\$5,400	\$300	2013	7,685
Hartford	City	Council Member	\$4,000		2011	13,900
Hartford	City	Mayor	\$8,000		2011	13,900
Hartford	City	Council Member	\$4,000		2013	14,258
Hartford	City	Mayor	\$8,000		2013	14,258
Hartland	Village	Trustee	\$4,104	\$20/other bds & commsns	2010	8,506
Hartland	Village	Village President	\$5,104	\$20/plan commsn, arch. bd.	2010	8,506
Municipality	Type	Title	Salary	Per Diem	Year	Population
Lac La Belle	Village	Trustee	\$120		2010	338
Lac La Belle	Village	Village President	\$140		2010	338
Lannon	Village	Trustee	\$1,380		2010	1,048
Lannon	Village	Village President	\$2,400		2010	1,048
Mukwonago	Village	Trustee	\$4,200		2010	6,988
Mukwonago	Village	Village President	\$7,200		2010	6,988
Nashotah	Village	Trustee	\$1,000		2014	1,383
Nashotah	Village	Village President	\$2,000		2014	1,383
North Prairie	Village	Trustee	\$1,500	\$50/extra mtgs.	2010	1,969
Oconomowoc	City	Council Member	\$6,372		2010	14,330
Oconomowoc	City	Mayor	\$25,221	\$40/month car allowance	2010	14,330
Oconomowoc	City	Council Member	\$6,372		2011	14,330
Oconomowoc	City	Mayor	\$25,221	\$40/month car allowance	2011	14,330
Oconomowoc Lake	Village	Trustee	\$0		2010	628
Municipality	Type	Title	Salary	Per Diem	Year	Population
Oconomowoc Lake	Village	Village President	\$0		2010	628
Palmyra	Village	Trustee	\$1,500		2010	1,786
Palmyra	Village	Village President	\$1,800		2010	1,786
Pewaukee	Village	Village President	\$4,040		2010	8,897
Pewaukee	City			none listed	2011	12,420
Pewaukee	City				2011	12,420
Port Washington	City	Council Member	\$3,750		2013	11,287
Port Washington	City	Mayor	\$7,500		2013	11,287
Port Washington	City	Council Member	\$3,750		2014	11,266
Port Washington	City	Mayor	\$7,500		2014	11,266
Saukville	Village	Trustee	\$1,000	\$22.80/mtg.	2010	4,359

Saukville	Village	Village President	\$4,000	\$22.80/mtg.	2010	4,359
Slinger	Village	Trustee	\$4,000		2010	4,772
Slinger	Village	Village President	\$5,000		2010	4,772
South Milwaukee	City	Mayor	\$11,100	\$125/month expense allowance	2010	21,250
South Milwaukee	City	Council Member	\$6,300 (6,900 for Council pres.)	\$100/month expense allowance	2010	21,250
South Milwaukee	City	Mayor	\$11,100	\$125/month expense allowance	2011	21,250
South Milwaukee	City	Council Member	\$6,300 (6,900 for Council pres.)	\$100/month expense allowance	2011	21,250
Summit	Village	Village President	\$6,000		2014	4,695
Summit	Village	Trustee	\$4,000		2014	4,695
Sussex	Village	Trustee		\$75/bd mtg; \$25/committee mtg.	2010	10,050
Sussex	Village	Village President		\$100/bd mtg; \$25/committee mtg.	2010	10,050
Thiensville	Village	Trustee	\$1,800		2014	3,228
Thiensville	Village	Village President	\$3,600		2014	3,228
Wales	Village	Trustee		\$70/mtg.	2010	2,657
Wales	Village	Village President		1\$10/mtg.	2010	2,657
Municipality	Type	Title	Salary	Per Diem	Year	Population
West Milwaukee	Village	Trustee	\$2,400		2010	4,029
West Milwaukee	Village	Village President	\$4,800		2010	4,029
Whitefish Bay	Village	Trustee	\$1,200		2010	13,820
Whitefish Bay	Village	Village President	\$2,400		2010	13,820



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 *SAB*

cc: Kelly Meyer

Date: November 7, 2017

Re: Dunwood Developer's agreement

Included in your packet is a final draft of the developer's agreement for the former Dunwood school property. I asked Mr. Larson to include a cover letter which is also attached.

As he accurately indicates, this agreement is a product of lengthy negotiations over much of the summer. At this point Mr. Larson approves the form of this agreement and given the incredible amount of review put in by staff, we would recommend approval of the same.

I would like to draw your attention to one item: not all of the exhibits referenced in the developer's agreement have yet received staff approval. Those which have not yet received staff approval appear to be fairly close to receiving this approval. These are primarily listed on pages 9 and 10. Mr. Larson has suggested and I concur that the motion language should allow for staff approval of the final exhibits which is consistent with other reviews we perform. (Obviously most of the reviews performed and memorialized as indicated in the proposed attachments are done absent a necessity for developers agreement, so staff approval is what these items normally receive.)

If you are inclined to approve the developer's agreement and delegate final approval of the attachments, the motion could be worded as follows:

I move to approve the Developer's Agreement for the Former Dunwood School Property as presented, and further to authorize the Village Manager to approve and attach the final form of all the Exhibits and Schedules referenced therein, and to authorize the Village President and Village Clerk to execute the same on behalf of the Village.

This is a lengthy document and I would recommend that you spend some time with it prior to the meeting as always please feel free to contact me with any questions prior to the meeting on Tuesday.

Thank you.

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

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

RICK D. TRINDL
PAUL E. ALEXY
R. VALJON ANDERSON
REMZY D. BITAR
MATTEO REGINATO
LUKE A MARTELL
SAMANTHA R. SCHMID
STEPHEN J. CENTINARIO, JR
TIMOTHY A. SUHA

October 31, 2017

Scott Botcher, Village Manager
Village of Fox Point
7200 N. Santa Monica Blvd.
Fox Point, WI 53217

**Re: Developer's Agreement for the Former Dunwood School Property
Final Draft Dated October 28, 2017**

Dear Mr. Botcher:

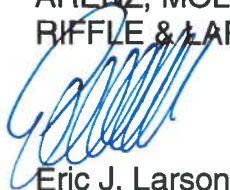
I received a revised copy of the above-noted Developer's Agreement from the Developer's legal counsel on October 30, 2017. Enclosed please find a mark-up draft that shows the final changes that were made in this latest version, and also enclosed please find a clean version for your use. I have had an opportunity to review this matter at some length in prior drafts with counsel for the Developer and with Village staff, and prior to that time meetings were held between Village staff and the Developer regarding these matters, as you know. The enclosed is the product of this lengthy process of negotiation.

Based upon my review, I hereby approve of the form of the same. I understand that this will be placed on an upcoming Village Board agenda for the Village Board's consideration and possible action.

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

Yours very truly,

ARENZ, MOLTER, MACY,
RIFFLE & LARSON, S.C.



Eric J. Larson

EJL/egm

cc: Kelly Meyer, Village Clerk/Treasurer
Scott Brandmeier, Village Director of Public Works

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**DEVELOPER'S AGREEMENT
FOR
THE FORMER DUNWOOD SCHOOL PROPERTY**

VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN

THIS AGREEMENT made this ____ day of October, 2017 (this “**Agreement**”), between Chiswick Apartments LLC, a Wisconsin limited liability company, 301 E. Erie Street, Milwaukee, Wisconsin 53202, hereinafter called the “**DEVELOPER**”, and the VILLAGE of Fox Point in the County of Milwaukee and the State of Wisconsin, hereinafter called the “**VILLAGE**”.

WITNESSETH:

WHEREAS, the DEVELOPER intends to acquire land in the VILLAGE, said land being described on **EXHIBIT A** attached hereto and incorporated herein, hereinafter called the “**Property**”; and

WHEREAS, Fox Point - Bayside School District is the owner of the Property and has agreed to sell the Property to DEVELOPER to develop the Property as described herein, and this Agreement shall not be effective until completion of such sale, and Developer hereby intends to subject the Property to all terms and conditions of this Agreement as a restriction on the Property to bind all successors and assigns in accordance with the terms of this Agreement; and

WHEREAS, the Property is comprised of two parcels and DEVELOPER desires to shift the boundary line between the two parcels as shown on and pursuant to the attached certified survey map attached hereto as **EXHIBIT B** (the “**CSM**”) which CSM was approved by the VILLAGE Board on August 8, 2017; and

WHEREAS, one of the two parcels is identified as Lot 1 on the CSM and is intended to be developed as multifamily residential apartments (the “**Apartment Parcel**” or “**Lot 1**”) and the second of the two parcels is identified as Lot 2 on the CSM and is intended to be developed as an assisted living facility (the “**Seniors Parcel**” or “**Lot 2**”); and

WHEREAS, the DEVELOPER intends to develop approximately 105 multifamily residential units on the Apartment Parcel (the “**Apartment Project**”); and to enter into agreement(s) to cause not more than 100 assisted living units to be developed on the Seniors Parcel (the “**Seniors Project**” and together with the Proposed Apartment Project, the “**Projects**”); and

WHEREAS, the VILLAGE has rezoned the Apartment Parcel as a “**PDO**,” a Planned Development Overlay District designation onto the existing F-Institutional District Designation, and the Zoning Map of the VILLAGE was thereby conditionally amended to add the PDO Planned Development Overlay District onto the Apartment Parcel to overlay the existing F-Institutional District designation, conditioned upon the compliance of the Property with the terms of the applicable ordinance, Ordinance no. 2017-02 (the “**Ordinance**”); and

WHEREAS, the DEVELOPER may be required to grant certain easements over a part of the Property to the extent required under the Ordinance; and

WHEREAS, the DEVELOPER and the VILLAGE desire to enter into this Agreement in order to ensure that if the DEVELOPER develops the foregoing described Projects, the DEVELOPER will do so in a manner consistent with the terms of the Ordinance, including installing a public water main which is reasonably necessary for the proposed development on the Property (the “**Public Water Main**”) and a storm water drainage inflow pipe (the “**Public Stormwater Facilities**,” and together with the Public Water Main, the “**Public Facilities**”) and dedicating the Public Facilities to the VILLAGE, provided that said Public Facilities are constructed to municipal specifications, all applicable government regulations, and this Agreement; and

WHEREAS, if the DEVELOPER develops the foregoing described Projects on the Property, the DEVELOPER will do so in accordance with this Agreement, which reflects the conditions approved by the VILLAGE Plan Commission and VILLAGE Board, all applicable VILLAGE ordinances and all applicable laws and regulations governing said development; and

WHEREAS, if the DEVELOPER develops the foregoing described Projects on the Property, the DEVELOPER has agreed to provide financial security in the form of a letter of credit and/or cash escrow in order to comply with certain of the conditions set forth in the Ordinance.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree that if the DEVELOPER pursues the foregoing described Projects, the DEVELOPER will develop the Property as follows and as otherwise regulated by VILLAGE ordinances and all laws and regulations governing said development, and in connection therewith, the parties hereto agree as follows:

DEVELOPER’S COVENANTS

SECTION I. PUBLIC IMPROVEMENTS:

A. **PUBLIC WATER MAIN:** As a condition of the PDO zoning, the DEVELOPER hereby agrees:

1. The DEVELOPER shall construct the Public Water Main in accordance with the approved plans that are attached hereto and incorporated herein by reference as Schedule I.A.1. (as approved, the “**Public Water Main Facilities Plans**”). The DEVELOPER shall dedicate or convey the Public Water Main Facilities to the VILLAGE once they are fully installed in conformance with the Public Water Main Facilities Plans as may be modified during construction at the written request of VILLAGE Staff based on encountered site conditions or with the consent of VILLAGE Staff. The form of dedication, e.g. by bill of sale and/or quit claim deed, is subject to the written approval of the VILLAGE Attorney in accordance with ordinary and typical dedications.

2. After commencement of construction of improvements on either of Lot 1 or Lot 2 and prior to completion thereof, to construct, furnish, and install the Water Main, all in accordance with the Public Water Main Facilities Plans and all applicable Federal, State and VILLAGE ordinances, laws, and regulations for the construction of water systems in the VILLAGE and with any modifications requested by Developer and approved by the VILLAGE Staff.
 3. Upon completion of the Public Water Main, to furnish “as built” plans for the Public Water Main showing any changes from the Public Water Main Facilities Plans. Subject to intellectual property rights, said “as built” plans shall be on reproducible mylar and digital file (AutoCADD or equivalent and ArcGIS format), and shall include field locations and hydrant valves and curb stops, if any.
 4. Upon completion and acceptance of the Public Water Main by the VILLAGE, to dedicate the Public Water Main to the VILLAGE.
- B. OFFSITE TRAFFIC IMPROVEMENTS: If any offsite traffic improvements are required to accommodate this development as result of the requirements set forth in the traffic study being prepared by Ayres & Associates (collectively, the “**Required Traffic Improvements**”), then the DEVELOPER agrees:
1. The DEVELOPER shall construct the Required Traffic Improvements, if any, in accordance with the approved plans that are attached hereto and incorporated herein by reference as Schedule I.B.1. (as approved, the “**Required Traffic Improvement Plans**”).
 2. After commencement of construction of improvements on either of Lot 1 or Lot 2 and prior to completion thereof, to construct, furnish, and install the Required Traffic Improvements, if any (including offsite street signs, traffic control signs, culverts, posts and guard rails, if any), all in accordance with the Required Traffic Improvement Plans and all applicable Federal, State and VILLAGE ordinances, laws and regulations for the construction of the Required Traffic Improvements in the VILLAGE and as may be modified during construction at the written request of VILLAGE Staff based on encountered site conditions or with the written consent of VILLAGE Staff.
 3. After commencement of construction of improvements on either of Lot 1 or Lot 2 and prior to completion thereof, the Required Traffic Improvements, if any, shall be obtained and placed by the DEVELOPER with approval of the VILLAGE Staff and the cost thereof shall be paid by the DEVELOPER.
 4. After completion of construction of the Required Traffic Improvements, furnish “as built” plans for any Required Traffic Improvements showing changes from the construction plans. Subject to intellectual property rights, said “as built” plans shall be on reproducible mylar and digital file (AutoCADD or equivalent and ArcGIS format).

5. Any traffic control signs and street signs that are part of the Required Traffic Improvements, as required by the VILLAGE will be installed within a commercially reasonable time using prudent means and methods and taking into account public safety and practical construction sequencing. All traffic control signs and street signs installed within the development shall be considered private signs and shall be maintained by Developer. Subject to intellectual property rights, said "as built" plans shall be on reproducible mylar and digital file (AutoCADD or equivalent and ArcGIS format).
6. If any of the Required Traffic Improvements are in Port Washington Road, which is a County highway, then Developer shall work with the County with the cooperation of VILLAGE Staff, to implement those Required Traffic Improvements in accordance with County requirements, which override any VILLAGE requirements as to any such Required Traffic Improvements.

Upon completion and acceptance by the VILLAGE, the DEVELOPER shall dedicate the Required Traffic Improvements to the VILLAGE or the County as applicable.

C. PUBLIC STORM WATER FACILITIES: As to the storm water facilities that will be conveyed or dedicated to the Village, the DEVELOPER hereby agrees that:

1. The DEVELOPER shall construct the public stormwater facilities in accordance with the approved plans that are attached hereto and incorporated herein by reference as Schedule I.C.1 (as approved, the "**Public Stormwater Facilities Plans**"). The DEVELOPER shall dedicate or convey the Public Stormwater Facilities to the VILLAGE once they are fully installed in conformance with the Public Water Main Facilities Plans as may be modified during construction at the written request of VILLAGE Staff based on encountered site conditions or with the written consent of VILLAGE Staff. The form of dedication, e.g., by bill of sale and/or quit claim deed, is subject to the approval of the VILLAGE Attorney in accordance with ordinary and typical dedications.
2. The DEVELOPER agrees that the final site grading and construction of facilities in accordance with the Public Stormwater Facilities Plan shall be completed and accepted by VILLAGE Staff before any occupancy permits can be issued; provided however that any vegetation or planting included as part of Public Stormwater Facilities Plan and not completed due to weather conditions will not delay issuance of the occupancy certificate and any such matters shall be completed as soon as conditions allow, which shall be no later than one year thereafter.
3. The DEVELOPER shall clean all Public Storm Water Facilities, if any, if and to the extent VILLAGE Staff reasonably finds to be necessary prior to issuance of occupancy permits.
4. Upon completion of the Public Storm Water Facilities, to furnish "as built" plans of the Public Stormwater Facilities prior to the issuance of occupancy permits, if

required by the VILLAGE Engineer. Subject to intellectual property rights, said “as built” plans shall be on reproducible mylar and digital file (AutoCADD or equivalent and ArcGIS format).

SECTION II. PRIVATE IMPROVEMENTS:

- A. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:
1. The DEVELOPER shall construct the surface and stormwater drainage facilities in accordance with the approved plans that are attached hereto and incorporated herein by reference as Schedule II.A.1. (as approved, the “**Surface and Stormwater Drainage Facility Plans**”). The Surface and Stormwater Drainage Facility Plans shall contain adequate capacity for Lot 1 and an additional 2.33 acre feet of offsite regional flood storage capacity. If Lot 1 is intended to handle offsite drainage from Lot 2, or Lot 2 from Lot 1, then the 2.33 acre feet shall be in addition to the capacity designated for both Lot 1 and Lot 2, and the Surface and Stormwater Drainage Facility Plans shall include both Lot 1 and Lot 2.
 2. Prior to commencement of construction of improvements on either of Lot 1 or Lot 2, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER’s engineer or contractor that the surface and storm water drainage facilities and erosion control plans are in conformance with federal, state, county and VILLAGE regulations, laws and ordinances.
 3. Prior to commencement of construction of improvements on either of Lot 1 or Lot 2, the DEVELOPER and the VILLAGE shall have entered into a storm sewer plan maintenance agreement (the “**Storm Sewer Maintenance Agreement**”), pursuant to which Developer will agree to install and maintain surface and storm water drainage facilities on the Property as more particularly set forth in the Storm Sewer Maintenance Agreement.
 4. The DEVELOPER agrees that the final site grading and construction of surface and storm water drainage facilities in accordance with the Surface and Stormwater Drainage Facilities Plans shall be completed in a manner acceptable to VILLAGE Staff before any occupancy permits can be issued; provided however that any vegetation or planting included as part of the Surface and Stormwater Drainage Facilities Plans and not completed due to weather conditions will not delay issuance of the occupancy certificate and any such matters shall be completed as soon as conditions allow, which shall be no later than within one year thereafter.
 5. The DEVELOPER shall clean all storm sewers, if any, and if and to the extent VILLAGE Staff reasonably find to be necessary prior to issuance of occupancy permits.

6. DEVELOPER shall comply with the applicable terms of the Storm Sewer Maintenance Agreement, including any requirement to correct any work that was not properly completed or is not in compliance with the Surface and Stormwater Drainage Facilities Plans and/or the Storm Sewer Maintenance Agreement.
7. Upon completion of the surface and storm water drainage facilities on the Property, to furnish "as built" plans of the entire drainage system in digital file (AutoCADD or equivalent and ArcGIS format) prior to the issuance of building permits, if required by the VILLAGE Engineer.

B. GRADING, EROSION AND SILT CONTROL: The DEVELOPER hereby agrees that:

1. The DEVELOPER shall construct the grading, erosion and silt control facilities in accordance with the approved plans that are attached hereto and incorporated herein by reference as Schedule II.B.1. (as approved, the “**Grading, Erosion and Silt Control Plans**”).
2. Prior to commencing site grading and excavation on either of Lot 1 or Lot 2, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER’s engineer or contractor that the grading and erosion control plan for the Property, once implemented, shall meet all Federal, state, county and local regulations, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources and any other entity, if required.
3. All disturbed areas shall be restored to the satisfaction of the VILLAGE Staff within a reasonable time which shall not exceed the time required by applicable laws.

C. LANDSCAPING AND SITE WORK/DEMOLITION: The DEVELOPER hereby agrees that:

1. The DEVELOPER shall perform the landscaping and site work including demolition in accordance with the approved plans that are attached hereto and incorporated herein by reference as Schedule II.C.1. (as approved, the “**Landscaping and Berm Plan**” and the “**Demolition Plans**”).
2. The DEVELOPER shall preserve to the extent possible those existing trees selected for preservation and not actually lying within the footprint of the improvements to be constructed by the DEVELOPER, the private roads, drainageways, building foundation sites, private driveways, private pathways, paths and trails by use of sound conservation practices in substantial accordance with the Tree Preservation Plan (as hereinafter defined).
3. The DEVELOPER, as required by the VILLAGE, prior to commencing construction of any above ground/vertical improvements, whether public or private, shall remove and lawfully dispose of the existing building, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.

4. Once commenced, removal of the building existing on the Property as of the date hereof will be completed. Once completed, the DEVELOPER's engineer or contractor will certify to such completion. The certificate provided by the DEVELOPER shall be subject to the review and approval of VILLAGE Staff. No building permit shall be issued prior to such certificate being submitted by DEVELOPER and approved by VILLAGE Staff.
5. If the DEVELOPER commences the construction of the foundation on Lot 1, then the landscaping depicted in the Landscaping and Berm Plan and the Demolition Plans will be completed prior to the issuance of occupancy permits; provided, however, that any landscaping included as part of the Landscaping and Berm Plan and the Demolition Plans and not completed due to weather conditions will not delay issuance of the occupancy certificate and any such matters shall be completed as soon as conditions allow, which shall be no later than within one year thereafter.

D. PRIVATE ROADS: The DEVELOPER hereby agrees that:

1. The DEVELOPER shall construct the private roads in accordance with the approved plans that are attached hereto and incorporated herein by reference as Schedule II.D.1. (as approved, the "**Private Road Plans**").
2. Prior to the start of the construction of the foundation on Lot 1 or Lot 2, the DEVELOPER shall provide to the VILLAGE, written certification from the DEVELOPER's engineer or contractor that the private road to be located on the Property (the "**Private Road**") is in the same general location as shown on the Private Road Plans.
3. Prior to completion of construction on Lot 1 or Lot 2 and prior to the issuance of any occupancy permits, the DEVELOPER shall grade and install the Private Road as shown on the Private Road Plan, excluding the final lift of asphalt. DEVELOPER shall install the final lift of asphalt and otherwise complete construction of the Private Road within ninety (90) days following issuance of the certificate of occupancy for the final building on Lot 1; provided, however, that any final lift work not completed due to weather conditions will not violate the ninety (90) day limitation, and any such work shall be completed as soon as weather conditions allow, which shall be no later than within one year following the issuance of the final occupancy permit; provided further that the Village Engineer, in his discretion, at DEVELOPER's request, may agree to extend the completion of the final lift on that part of the Private Road that would also serve Lot 2 if it appears that construction on Lot 2 is imminent.
4. Once commenced, construction of the Private Road through the first lift of asphalt shall be completed before any occupancy permits are issued for a building located on that portion of the Private Road, subject to the following. The VILLAGE reserves the right to require construction of more of the Private Road than otherwise would be necessary to serve an individual building prior to issuing an

occupancy permit, if the VILLAGE reasonably concludes that doing so is necessary for health and safety, including emergency vehicle access and the ability to turn around emergency vehicles provided that the Village exercises such right within thirty (30) days after substantial completion of the initial portion of the Private Road through the first lift of asphalt.

5. Once constructed, the DEVELOPER shall maintain or cause to be maintained the Private Road, including snowplowing. If the VILLAGE Engineer determines that the Private Road is not maintained sufficiently to allow ingress and egress for emergency services without risk of damage to emergency vehicles or injury to emergency personnel, then upon sixty (60) days prior written notice, the VILLAGE may, but shall have no obligation to, undertake any necessary maintenance and charge the benefitted parcels of the Property for the cost thereof through a special charge on the tax bill for the applicable parcel per Wisconsin Statutes Section 66.0627, provided that the VILLAGE cannot require DEVELOPER to maintain the road in better condition than the public roads located within the VILLAGE. This obligation shall be stated within the Restrictive Covenants for Lot 1 and Lot 2. The Restrictive Covenants shall also give notice that the DEVELOPER has chosen to develop the Property with a Private Road, rather than a public road, and neither ownership of nor responsibility for maintenance of the Private Road shall be assumed by or transferred to the VILLAGE or Milwaukee County or their successors or assigns.

E. SANITARY SEWER: The DEVELOPER hereby agrees:

1. The DEVELOPER shall construct the sanitary sewer facilities in accordance with the approved plans that are attached hereto and incorporated herein by reference as Schedule II.E.1. (as approved, the “**Sanitary Sewer Facilities Plans**”).
2. The DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER’s engineer or contractor that the sanitary sewer plans are in conformance with all Federal, State and VILLAGE laws, regulations, and ordinances prior to commencing construction of any improvement, whether public or private, or site development, whichever is earlier.
3. During construction of improvements on either of Lot 1 or Lot 2 and prior to completion thereof, DEVELOPER shall construct, furnish, install and provide a complete sewerage system for the Property (the “**Sanitary Sewer System**”), all in substantial accordance with the Sanitary Sewer Facilities Plan and any applicable federal, state, and the Milwaukee Metropolitan Sewage District (“**MMSD**”) and VILLAGE ordinance specifications, regulations and guidelines for the construction of sanitary sewerage systems in the VILLAGE.
4. Developer shall not contribute any sanitary flow from Lot 1 or Lot 2 unless either (i) MMSD has adopted the MMSD 2050 facility plan and such plan allows the VILLAGE to approve the flows necessary to serve the Projects and the DEVELOPER, at its expense, makes its connections accordingly or (ii) the

DEVELOPER pays the VILLAGE an amount equal to \$5,500 per living unit (expressly excluding any clubhouse or other non-living space). In the event the DEVELOPER exercises option (ii), such funds once paid by the Developer are a non-refundable contribution to the VILLAGE, in light of the VILLAGE's obligation to make good faith efforts to reduce infiltration and inflow in the sewerage basin.

5. DEVELOPER has submitted the sanitary sewer capacity calculations attached hereto as Schedule II.E.5. (the "**Sanitary Sewer Capacity Calculations**") to the VILLAGE which demonstrate that the existing sanitary sewer in Dunwood Road has adequate capacity to handle the additional flows from the Projects. Based on the Sanitary Sewer Capacity Calculations, the DEVELOPER shall have the right to connect the Sewer System directly to the sanitary sewer system located in Dunwood Road, subject to all terms and conditions of this Agreement.
- F. ADDITIONAL PERFORMANCE: The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the VILLAGE Engineer, acting reasonably and in good faith, determines that any of the material improvements to be installed by the DEVELOPER pursuant to Section I or Section II hereof were negligently installed, were not constructed in substantial accordance with applicable plans or, despite being built in substantial accordance with the applicable plans, fail, in material respects, to perform the intended function as determined by the VILLAGE and DEVELOPER or if the VILLAGE and DEVELOPER cannot agree, then based on subsequent engineering studies performed by licensed and reputable engineers with at least five (5) years' experience in the area of the alleged failure concluding that such a failure exists, then DEVELOPER, at DEVELOPER's expense shall implement the necessary corrections required by such subsequent engineering study(ies). If DEVELOPER fails to so implement such corrections within a reasonable time under the circumstances, the VILLAGE may, upon ten (10) days' prior written notice, except in an emergency, and without obligation to do so, cause such work to be carried out and may charge all costs incurred, including Fees per Section XIV of this Agreement, against the financial guaranty held by the VILLAGE pursuant to this Agreement.

SECTION III. ADDITIONAL PLANS:

In addition to the Plans incorporated by reference in Section I and Section II, above, the Developer shall comply with all of the following development plans that are approved, attached hereto, and incorporated herein by reference. These plans concern Lot 1 only except as noted otherwise.

- A. SITE PLAN: Attached hereto as Schedule III.A.
- B. ELEVATION PLAN: Attached hereto as Schedule III.B.
- C. PARKING PLAN: Attached hereto as Schedule III.C.
- D. LIGHTING PLAN: Attached hereto as Schedule III.D.

- E. SIGNAGE PLAN: Attached hereto as Schedule III.E.
- F. DETAILED BUILDING CONSTRUCTION AND ENGINEERING PLAN: Attached hereto as Schedule III.F.
- G. LANDSCAPING AND BERM PLAN: Attached hereto as Schedule III.G. This plan includes a berm along Dunwood Road for Lot 2.
- H. TREE PRESERVATION PLAN: Attached hereto as Schedule III.H.
- I. COMMON OPEN SPACE PLAN: Attached hereto as Schedule III.I. In conjunction with this plan, the DEVELOPER shall record the Restriction Covenants in a form approved by the Village Attorney ensuring maintenance of the common open space.
- J. PEDESTRIAN PLAN: Attached hereto as Schedule III.J. This plan includes Lot 2.
- K. PLAN OF OPERATION: Attached hereto as Schedule III.K.
- L. TRAFFIC PLAN. Attached hereto as Schedule III.L.
- M. LOT 2 PLANS. Except as noted otherwise herein, this Agreement concerns Lot 1, not Lot 2. The Seniors Project that is contemplated on Lot 2 is subject to the approval process described in the F-Institutional District of the VILLAGE Zoning Code, is subject to compliance with the applicable Restrictive Covenants and the installation of the landscaping, berm and pedestrian pathway depicted on the Landscaping and Berm Plan and the creation of any open space areas shown on the Open Space Plan. No applications have been received for the development of Lot 2 as of the date of this Agreement.

SECTION IV. COMPLETION OF IMPROVEMENTS:

The conditions set forth in Section I and II above shall be substantially satisfied by the DEVELOPER as to Lot 1, and also as to Lot 2 to the extent Lot 2 work is required by this Agreement, within thirty six (36) months of the date of this Agreement being signed except as otherwise provided for in this Agreement, unless this deadline is extended in writing by the VILLAGE Board, which extension shall not be unreasonably withheld.

SECTION V. FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS:

“Final Acceptance” as used herein, shall be the ultimate acceptance of the Public Improvements described in Section I, excluding only those improvements, if any, that are to be dedicated to Milwaukee County (the “Public Improvements”) and shall be granted specifically by separate resolution of the VILLAGE Board. The two-year guaranty period for the Public Improvements provided for in this Agreement shall not commence to run until Final Acceptance.

SECTION VI. DEDICATION OF PUBLIC IMPROVEMENTS:

The DEVELOPER shall, without charge to the VILLAGE, upon completion of the Public Improvements unconditionally give, grant, convey and fully dedicate the Public Improvements to

the VILLAGE, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all mains, conduits, pipes, lines, and equipment, which may in any way be necessary for the operation of the Public Improvements and the DEVELOPER will grant a 20 foot wide nonexclusive perpetual easement to the VILLAGE for the inspection, maintenance, repair and replacements of the Public Improvements in form acceptable to the VILLAGE and the DEVELOPER. After such dedication, the VILLAGE shall have the right to connect or integrate other improvements as the VILLAGE decides, with no payment or award to, or consent required of, the DEVELOPER

Dedication shall not constitute acceptance of the Public Improvements by the VILLAGE Board. The Public Improvements shall be accepted by the VILLAGE Board by separate resolution at such time as the Public Improvements is substantially complete according to the VILLAGE approved plans and specifications. Said resolution shall be recorded, if needed, with the Milwaukee County Register of Deeds. The DEVELOPER will furnish proof to the VILLAGE, prior to the dedication required, that the improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION VII. APPROVAL BY THE VILLAGE NOT TO BE DEEMED A WAIVER:

The ultimate responsibility for the proper design and installation of the Projects, including the Public Improvements and private improvements described in Section II, are upon the DEVELOPER. The fact that the VILLAGE or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION VIII. GUARANTY OF PUBLIC IMPROVEMENTS:

- A. PUBLIC IMPROVEMENT GUARANTY: The DEVELOPER shall guaranty after Final Acceptance, the Public Improvements against defects due to faulty materials or workmanship (the “**Public Improvement Guaranty**”), provided that such defects appear within a period of two years from the date of Final Acceptance (the “**Guaranty Period**”), by providing the VILLAGE with cash or a letter of credit or a bond in a form acceptable to the VILLAGE Attorney (“**Public Improvement Guaranty Security**”) in an aggregate amount of ten percent (10%) of the total cost of the Public Improvements to be placed in escrow with the VILLAGE. The DEVELOPER shall pay for any damages to the VILLAGE property and/or improvements resulting from such faulty materials or workmanship during such the Guaranty Period. If the DEVELOPER fails to pay for any such damages or defects to the VILLAGE property and/or improvements, and the VILLAGE is required to draw against the Public Improvements Guaranty Security on file with the VILLAGE, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all Public Improvements for the Guaranty Period.
- B. OBLIGATION TO REPAIR: During the Guaranty Period, the DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER’s Public Improvement Guaranty and the Public

Improvements shall be in good and sound condition, satisfactory to VILLAGE Staff at the expiration of the Guaranty Period.

- C. NOTICE OF REPAIR: If during the Guaranty Period, the Public Improvements shall, in the reasonable opinion of the VILLAGE Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the VILLAGE of the necessity for such repair or replacement, make such repair or replacement, at its cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the VILLAGE in the aforementioned notification, which time period shall be reasonable and not less than 30 days after notice has been sent as provided herein, or such longer period as may be reasonably necessary to undertake and complete such repair or replacement, unless the VILLAGE determines that a shorter notice period or no notice is required due to emergency conditions, the VILLAGE may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the VILLAGE may draw upon the Public Improvement Guaranty Security to pay any reasonable costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the VILLAGE in repairing or replacing any portion of the Public Improvements covered by the Public Improvement Guaranty exceed the amount of the Public Improvements Guaranty Security, then the DEVELOPER shall pay any excess cost or expense incurred in the correction process within 30 days after receipt of reasonable evidence of such costs and expenses. After the expiration of the Guaranty Period and upon DEVELOPER's request, the Public Improvement Guaranty Security shall be promptly returned to Developer.

D. MAINTENANCE PRIOR TO ACCEPTANCE:

1. The Public Improvements shall be maintained by the DEVELOPER so that they conforms to the approved plans and specifications at the time of Final Acceptance by the VILLAGE Board. This maintenance shall include routine maintenance, if any. In cases where emergency maintenance is required, VILLAGE Board retains the right, to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such reasonable associated costs. Said bill shall be paid by the DEVELOPER within 30 days after receipt of reasonable evidence of such costs. The DEVELOPER's obligation to maintain the Public Improvements shall expire at the expiration of the Guaranty Period, except that notwithstanding anything to the contrary contained herein, the VILLAGE, and not the DEVELOPER shall maintain the Public Water Main beginning on the date that it is put into service or at the expiration of the Guaranty Period, whichever occurs first.
2. During construction, street sweeping and dust suppression along public roads if and to the extent needed as a result of the initial development of the Property by the DEVELOPER to ensure a reasonably clean and safe roadway until substantial completion of the initial development of the Property. Should the DEVELOPER fail to meet this requirement within 24 hours' after notice of such failure from

VILLAGE Staff, the VILLAGE Board may cause the work to be done and the DEVELOPER shall pay the reasonable associated costs thereof on a time and material basis. Said costs shall be paid by the DEVELOPER within 30 days after receipt of reasonable evidence of such costs.

3. In the event drainage problems arise within the Property or related activities on the Property, the DEVELOPER shall correct such problems in accordance with the applicable requirements as of the Storm Sewer Maintenance Agreement. Such correction measures may include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue as provided pursuant to the Storm Sewer Maintenance Agreement.

SECTION IX. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS:

The VILLAGE shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the VILLAGE Manager, on any improvements described herein, except those Public Improvements dedicated to the VILLAGE upon acceptance by the VILLAGE Board upon expiration of the Guaranty Period; except that the VILLAGE shall maintain the Public Water Main beginning on the date that it is first put in service or at the expiration of the Guaranty Period, whichever occurs first.

SECTION X. FINANCIAL GUARANTY:

Prior to issuance of the building permit, the DEVELOPER shall file with the VILLAGE cash or a letter of credit or bond (“**Financial Security**”) setting forth terms and conditions in a form approved by the VILLAGE Attorney in the amount as approved by the VILLAGE Engineer, not to exceed the Required Amounts (as hereinafter defined), as a guaranty that DEVELOPER will perform the following: (i) the Public Improvements, (ii) demolition of the existing building on the Property, (iii) the “private improvements” described in Section II, as follows: (a) the surface and stormwater drainage in substantial accordance with the Surface and Stormwater Drainage Facilities Plans, (b) the grading and erosion and silt control in substantial accordance with the Grading and Erosion and Silt Control Plans, (c) the demolition of the existing building on the Property in substantial accordance with the applicable sections of the Landscaping and Berm Plans and the Demolition Plans, (d) the landscaping, berm and pedestrian pathways along the exterior of the Property in substantial accordance with the Landscaping and Berm Plan, (iii) the Private Roads in substantial accordance with the Private Road Plan, excluding the second lift of asphalt, and (e) private sanitary sewer and connection in substantial accordance with the Sanitary Sewer Facilities Plan (collectively the “Guaranty Improvements”). For purposes hereof, the term “Required Amounts” shall mean the aggregate of the amounts set forth on Schedule X, which sets forth 110% of the estimated hard costs to complete each of the above items.

The DEVELOPER will perform all terms of this agreement no later than 36 months from the effective date of this Agreement except as otherwise set forth in this Agreement. If at any time:

A. The DEVELOPER is in default of any aspect of this Agreement, or

B. The DEVELOPER does not complete the installation of the Public Improvements and the private improvements described in Section II within thirty six (36) months from the effective date of this Agreement unless otherwise extended by this Agreement or by action of the VILLAGE Board, or

C. The Financial Security on file with the VILLAGE is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or

D. The DEVELOPER fails to maintain a cash deposit or letter of credit or bond in the Required Amounts as to each of the Guaranty Improvements not yet completed, and in a form approved by the VILLAGE Attorney, to pay the costs of the Guaranty Improvements as required under the terms of this Agreement,

then the DEVELOPER shall be deemed in violation of this Agreement and the VILLAGE shall have the authority to draw upon the Financial Security as needed to complete the Guaranty Improvements.

At the request of DEVELOPER, the amount of the Financial Security will be promptly reduced from time to time as and to the extent that the portion of work required under this Agreement is completed and paid for, provided that the remaining Financial Security is sufficient to secure payment for any remaining Guaranty Improvements and also provided that no reduction shall occur until it is approved in writing by the VILLAGE Manager.

The institution, if any, providing the Financial Security shall pay to the VILLAGE the amount due the Village under this Agreement up to the full amount of the Financial Security upon demand, subject to the terms and conditions of the Financial Security and this Agreement, and upon its failure to do so, in whole or in part, the VILLAGE shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs and other costs the VILLAGE may impose by this Agreement, upon the applicable Lot in the development payable with the next succeeding tax roll.

Nothing in this Section shall be interpreted to waive the DEVELOPER's right to cure as described in Section XXVII of this Agreement, unless the VILLAGE concludes the time required by the right to cure would cause the Financial Security to expire, terminate or otherwise suffer a risk of lapse or unavailability, in which case the VILLAGE may make the draw contemporaneously with giving notice of the right to cure and shall return the drawn funds to the DEVELOPER if the default is timely and completely cured.

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no building or occupancy permits, as specified below, shall be issued for any buildings on the applicable Lot until the VILLAGE Staff has determined that the DEVELOPER is in compliance with the following. This section is meant to state and summarize key permit requirements, but does not waive such other requirements of applicable laws and this Agreement as may apply.

- A. No occupancy permit shall be issued until the installation of the first lifts of asphalt of that portion of the Private Road providing access to and fronting a specific lot for which a building permit is requested has been completed; and further subject to Section II D. (3) of this Agreement.
- B. No occupancy permit shall be issued until the site grading and construction of surface and storm water drainage facilities required to serve the applicable Lot is completed in substantial accordance with the Surface and Stormwater Drainage and Facilities Plan.
- C. No building permit for above ground/vertical construction shall be issued until all removal of existing buildings has been certified as complete by the VILLAGE Staff.
- D. No building permit shall be issued until the DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this Agreement then due for the applicable Lot; and such payments shall again be current prior to the issuance of any occupancy permit.
- E. No building permit shall be issued until the DEVELOPER has prepared the appropriate Restrictive Covenants on the Apartment Parcel and the Seniors Parcel in substantially the form attached hereto as Schedules XIII. B. and C. and the Restrictive Covenants have been filed with the VILLAGE Clerk and recorded with the Register of Deeds.
- F. No occupancy permit shall be issued until all destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the Property and disposed of lawfully.
- G. No occupancy permit shall be issued until all required “as built” plans for the Public Improvements have been submitted to the VILLAGE Staff and are in substantial accordance with the plans approved by the VILLAGE Staff.
- H. No occupancy permit shall be issued until all public and private utilities have been installed to the applicable building on the applicable Lot, including the sanitary sewer system, and the water system.
- I. No building or occupancy permit shall be issued if the DEVELOPER (either directly or through DEVELOPER’s agents or contractors) is in material default of any aspect of this Agreement with respect to the applicable Lot.

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF PERMITS:

The VILLAGE reserves the right to withhold issuance of any and all building and occupancy permits as to a Lot if the DEVELOPER is in material violation of this Agreement. The VILLAGE shall not withhold the issuance of any occupancy permit as to Lot 1 because Lot 2 is not in compliance, unless the non-compliance on Lot 2 arises from DEVELOPER’s obligations to perform work as to Lot 2 per this Agreement. The VILLAGE shall not withhold the issuance of any occupancy permit as to Lot 2 because Lot 1 is not in compliance, unless the non-compliance on Lot 1 arises from DEVELOPER’s obligations to perform work as to Lot 1 per this Agreement.

SECTION XIII. MISCELLANEOUS REQUIREMENTS:

The DEVELOPER shall:

A. MANNER OF PERFORMANCE:

Cause all construction called for by this Agreement to be carried out and performed in a good and workmanlike manner.

B. RESTRICTIVE COVENANTS LOT 2:

Execute and record a Declaration of Restrictive Covenants in connection with Lot 2 in substantially the form attached hereto as Schedule XIII.B (the “Restrictive Covenants Lot 2”). The Restrictive Covenant Lot 2 includes but is not necessarily be limited to, each of the following issues:

- Language to require that there be no more than 100 units on Lot 2;
- Any building constructed on Lot 2 will not exceed 35 feet in height as set forth in the applicable then current zoning code;
- No cell tower will be allowed on Lot 2;
- Except for the right to use existing above ground utility service, all other utilities servicing Lot 2 shall be underground;
- The required setbacks along Dunwood Road will be maintained;
- The berm, pedestrian pathway and landscaping along Dunwood Road will be maintained;
- The Private Road will be maintained;
- The storm water facilities will be maintained in accordance with the Storm Water Maintenance Agreement;
- Fire inspection access will be provided upon reasonable notice and at reasonable times, but no more than once per quarter;
- A parking plan shall be implemented and any material changes (decreases or increases of 6 spaces shall not be material, provided code requirements are met) shall be subject to approval by VILLAGE Staff;
- If Lot 2 is not developed, then Lot 2 shall be razed, graded, seeded and then so maintained until commencement of construction;
- Any construction traffic from the Property shall be directed not to use Dunwood Road;

- Garbage pick-up shall be limited to the garbage pick-up area shown on the Landscaping and Berm Plan, unless otherwise approved by VILLAGE Staff and shall be limited to the following hours: 7:00 am to 5:00 pm;
- The common open space to be located on Lot 2 shall be maintained in substantial accordance with the Open Space Plan and reasonable public access provided; and
- Any senior assisted living operations will be for profit, and the operator will agree that it is the operator's intent that the initial residents will initially be primarily private pay.
- If not for profit, in whole or in part, or otherwise not on the tax rolls, then the Lot owner will be subject to payment in lieu of taxes which will obligate the property owner to pay to the VILLAGE the same amount in taxes by contract that would have been paid had the property been taxable (as further described in Section XIII H.);

C. RESTRICTIVE COVENANTS LOT 1:

Execute and record a Declaration of Restrictive Covenants in connection with Lot 1 in substantially the form attached hereto as Schedule XIII.C (the "Restrictive Covenants Lot 1"). The Restrictive Covenant Lot 1 includes, but is not necessarily be limited to, each of the following issues:

- Shall contain language to require that no cell towers will be allowed on Lot 1;
- Except for the right to use existing above ground utility service, all other utilities servicing Lot 1 shall be underground;
- If not for profit, in whole or in part, or otherwise not on the tax rolls, then will be subject to payment in lieu of taxes which will obligate the property owner to pay to the VILLAGE the same amount in taxes by contract that would have been paid had the property been taxable (as further described in Section XIII H.);
- The required setbacks along Dunwood will be maintained;
- The berm, pedestrian pathway and landscaping along Dunwood Road will be maintained;
- The Private Road will be maintained;
- The stormwater facilities will be maintained in accordance with the Storm Water Maintenance Agreement;
- Fire inspection access will be provided upon reasonable notice and at reasonable times, but no more than once per quarter;

- A parking plan shall be implemented and any material changes (decreases or increases of 6 spaces shall not be material, provided code requirements are met) shall be subject to approval by Village Staff;
- Any construction traffic from the Property shall be directed not to use Dunwood Road;
- Garbage pick-up shall be limited to a location approved by VILLAGE Staff and limited to the following hours: 7:00 am to 5:00 pm; and
- The common open space area to be located on Lot 1 will be maintained in substantial accordance with the Open Space Plan and reasonable public access provided.
- A process to allow limited Community Room usage by VILLAGE entities shall be described.

D. UNDERGROUND UTILITIES:

Existing above ground utility lines may remain and be utilized to service the Property, except that any new laterals within the Property itself shall be underground. Install all other new electrical, telephone, cable and gas utilities services underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER

E. PERMITS:

Provide and submit to the VILLAGE requesting the same, valid copies of any and all third party governmental agency permits.

F. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the Property is located near existing residences. Construction of improvements shall not begin before 7:00 a.m. or continue beyond 7:00 p.m. during weekdays. Construction shall not begin before 9:00 a.m. or continue beyond 5:00 p.m. on Saturdays. No construction work is permitted on Sundays. Notwithstanding the foregoing, the Village Manager may agree in writing to extend construction hours as allowed by Section 670-2 B. (2) of the Village Code.

G. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the Property until such time as the improvements have been completed. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the VILLAGE Staff or such longer period as may be reasonably necessary to undertake and

complete such clean up. If said debris is not cleaned up after notification and the passage of the foregoing cure period, the VILLAGE may do so at the DEVELOPER's and/or subject property owner's reasonable expense.

H. PILOT:

In the event the DEVELOPER or a successor owner uses a Lot in a manner that causes the Lot or any portion thereof to be assessed in a manner that results in it not being fully subject to real estate taxes, including, without limitation, for agricultural uses, then, the owner of the applicable Lot shall make or cause to be made an additional payment in lieu of taxes ("PILOT") so that the total tax payment, if any, plus the PILOT, equals the amount of real estate taxes that would be paid if the entire Lot were fully taxable.

I. NO AGRICULTURAL USE:

The DEVELOPER shall not permit any open space or undeveloped lands within the Lot 1 or Lot 2 to be used for any agricultural uses as defined in Chapter Tax 18 of the Wisconsin Administrative Code.

SECTION XIV. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the VILLAGE promptly upon billing for all reasonable fees, expenses, costs and disbursements which shall be incurred by the VILLAGE in connection with this development or relative to the construction, installation, dedication and acceptance of the development improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work; provided that VILLAGE employee costs shall be based on regular VILLAGE pay rates (or Engineering and administrative overtime, if applicable) plus 40% on the hourly rate for overhead and fringe benefits for any time actually spent on the project. Any costs for outside consultants shall be charged at the rate the consultant charges the VILLAGE. Any such charge not paid by the DEVELOPER within thirty (30) days of being invoiced may be charged against the Financial Security held by the VILLAGE pursuant to this Agreement, or assessed against the applicable Lot as a special charge pursuant to §66.0627, Wis. Stats.

SECTION XV. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all reasonable legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the VILLAGE, its officers, agents, employees and independent contractors growing out of this Agreement by any other party or parties.

SECTION XVI. VILLAGE RESPONSIBILITY:

- A. The VILLAGE agrees to allow the DEVELOPER to connect to the VILLAGE's municipal water system and sewerage system at the location shown in the approved plans

at such time as the water system and sanitary sewer system on either Lot has been completed by the DEVELOPER in substantial accordance with the applicable plans therefor, subject to the following. The sanitary sewer connection is subject to the conditions described in Section II.E. of this Agreement.

- B. The VILLAGE agrees that all VILLAGE officials and staff, including without limitation, the VILLAGE Staff, the VILLAGE Manager, and VILLAGE attorney acting reasonably, in good faith and with due diligence, shall promptly and with appropriate detail respond to requests from the DEVELOPER, including without limitation, for acceptances, consents and/or approvals, including without limitation, approval of plans and revisions to plans, for permits, including without limitation, demolition, grading, foundation, building and occupancy permits, for inspections, including to certify completion of any improvements and if applicable acceptance thereof, to reduce the amount of any financial security, for completion certificates, for reductions in any Financial Security, for dedication and Final Acceptance of the Water Main. The parties recognize that certain permit work may be deemed approved if not acted upon within the time required by applicable laws, per the terms of applicable laws.

SECTION XVII. INSURANCE:

The DEVELOPER in the performance of this Agreement and while working on the Property shall maintain at all times until the expiration of the two year Guaranty period, insurance coverage in such types and amounts as the DEVELOPER may determine necessary including the following:

- (i) during construction of the Project, builder's risk insurance;
- (ii) following completion of construction of the Project, "all risks" property insurance insuring against such risks as are generally insured against by owners of similar projects in similar locations;
- (iii) commercial general liability insurance covered under a comprehensive general liability policy in amounts generally maintained by owners of similar projects in similar locations, and insuring against bodily injury, including personal injury, death and property damage; and
- (iv) such other insurance as DEVELOPER may reasonably determine necessary.

Each insurance policy shall require the insurer to provide at least thirty (30) days prior written notice to the Village of any material change or cancellation of such policy. The VILLAGE, its officers, agents, employees and any independent contractors hired by the VILLAGE to perform services as to this development shall be named as an additional insured with respect to the commercial general liability policy pursuant to this Section XVII. The DEVELOPER shall provide proof of insurance demonstrating compliance with this section to the satisfaction of the VILLAGE upon the VILLAGE's request.

SECTION XVIII. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

The parties mutually agree that the VILLAGE President of the VILLAGE Board, and/or the VILLAGE Clerk, entered into and are signatory to this Agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XIX. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the VILLAGE Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements required hereunder shall be performed and carried out in accordance with and subject to the provisions of said Ordinances except as expressly modified by the Ordinance. All permits required by VILLAGE Ordinances must be obtained by the DEVELOPER and the DEVELOPER hereby agrees to obtain a fill permit under Chapter 272 of the VILLAGE Code.

SECTION XX. ZONING:

The VILLAGE does not guaranty or warrant that the Property will not at some later date be rezoned, nor does the VILLAGE herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this Agreement.

SECTION XXI. CSM AND REZONING CONDITIONS:

The DEVELOPER acknowledges that the Property is subject to a certified survey map (the “CSM”) approval and a rezoning approval by the VILLAGE. The DEVELOPER further agrees that it is bound by the condition set forth therein. A copy of the letter containing the CSM conditions is attached hereto as Schedule XXI-1 (the “CSM Conditions”) and incorporated herein by reference. The Ordinance, which contains the conditions of approval of the rezoning, is attached hereto as Schedule XXI-2 and incorporated herein by reference. In the event of any conflict, this Agreement will control to the extent it interprets or provides more detail or clarification than the CSM Conditions and Ordinance, otherwise the more restrictive shall control as reasonably determined by the VILLAGE.

SECTION XXII. ASSIGNMENT:

Prior to substantial completion of construction on Lot 1 and except as set forth below, the DEVELOPER shall not assign this Agreement without the written consent of the VILLAGE. After substantial completion of Lot 1, Developer may assign this Agreement to any owner of any part of the Property. Except as set forth below if required by the VILLAGE, the assignee must agree to all the applicable terms and conditions of this Agreement in writing as those terms and conditions relate to the rights being so assigned, e.g. if an assignee is being assigned the rights to Lot 2, then such assignee would only be required to agree to the terms and conditions as such terms and conditions relate to Lot 2. Notwithstanding anything to the contrary contained herein, the DEVELOPER, without the consent of the VILLAGE, may at any time and from time to time (i) collaterally assign this Agreement or any part or parts thereof to any lender holding a

mortgage on a Lot, (ii) assign this Agreement or any part or parts thereof to any entity that is an affiliate of the DEVELOPER, and/or (iii) assign this Agreement as to Lot 2 to any owner of Lot 2. Upon any assignment under subsections (ii) and (iii), the DEVELOPER shall be released from all of its obligations under this Agreement to the extent so assigned and assumed by such affiliate or owner of Lot 2.

SECTION XXIII. SUCCESSORS & ASSIGNS:

This Agreement is binding upon the DEVELOPER, its successors and assigns, and any and all future owners of the Property (the “**successors**”). This Section allows for the VILLAGE enforcement of the applicable terms and conditions of this Agreement against all such successors, as the DEVELOPER. This Section does not, however, grant rights to such successors absent the VILLAGE’s written consent if the VILLAGE’s consent is expressly required under Section XXII.

SECTION XXIV. ESTOPPEL CERTIFICATE.

The VILLAGE agrees that it will from time to time, upon request by DEVELOPER, or its successors or assigns, execute and deliver to DEVELOPER within forty-five (45) days after demand therefor an estoppel certificate certifying, among other items, that this Agreement is unmodified and in full force and effect (or if there have been modification, that the same is in full force and effect as so modified), that there are no defaults under this Agreement, that Developer has paid all amounts due under this Agreement or otherwise due the VILLAGE in connection with the Property or the applicable Project or Lot, that the Project constructed on the applicable Lot is in compliance with this Agreement, the Restrictive Covenants, and the Ordinance, and such other matters as the DEVELOPER or its mortgagee or transferee may reasonably request. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser, tenant or mortgagee and their respective successors and assigns. If the VILLAGE fails to deliver the same within such forty-five (45) day period, then such certificate as delivered by DEVELOPER to the VILLAGE shall be fully binding upon the VILLAGE as if fully signed by the VILLAGE.

SECTION XXV. TERMINATION BY DEVELOPER.

At any time prior to commencement of construction of any improvement, whether public or private, other than grading and site work, of any part of the Projects, the DEVELOPER may terminate this Agreement by written notice to the VILLAGE whereupon, and provided that if Developer commenced grading and site work, Developer has re-seeded or placed sod or otherwise returning the Property to a grassy or green-scaped condition, this Agreement shall terminate, the Developer shall have no further rights or obligations hereunder and the parties shall record terminations of the memorandum of this Agreement and of the Restrictive Covenants if recorded against the Property, or any part thereof, at DEVELOPER’s cost. If this Agreement is so terminated by DEVELOPER, DEVELOPER shall reimburse the VILLAGE, within thirty (30) days after written request, for all costs reasonably incurred by the VILLAGE up to and including the date of termination, and through completion of the termination process, in furtherance of this Agreement that are DEVELOPER’s responsibility pursuant to Section XIV

and not already reimbursed by DEVELOPER. Section XV of this Agreement shall survive any such termination, and shall remain binding on the parties.

SECTION XXVI. ACQUISITION.

This Agreement shall not take effect until the DEVELOPER acquires the Property, and it shall only take effect if the DEVELOPER does so on or before January 31, 2018, subject to the additional conditions on the Agreement taking effect as described in Section XXXIII, below.

SECTION XXVII. RIGHT TO CURE.

The parties shall be allowed a limited right to cure, subject to the exceptions noted below. If a party defaults under any of this Agreement's terms, the non-defaulting party will give to the defaulting party a written notice of the default. The defaulting party has thirty (30) days after receipt of this notice to cure the default. Only if the defaulting party fails to cure the default within this time period, may the non-defaulting party exercise those remedies granted under this Agreement or by applicable law. This right to cure does not apply to the repair and maintenance obligations of Section VIII C. and D., or the miscellaneous operation limitations of Section XIII F. and G. of this Agreement. This right to cure does not constitute a waiver of violations of law, or an assumption of risk or liability by the non-defaulting party. This right to cure does not apply so as to require an additional notice, where notice is already required by the terms of this Agreement.

SECTION XXVIII. COMPLETION CERTIFICATE:

Upon completion of the Guaranty Improvements and the passage of the applicable Guaranty Period, the DEVELOPER and any successors shall be relieved of the obligations of the Public Improvement Guaranty.

SECTION XXIX. SEPARATION BY LOT:

The VILLAGE shall not withhold the issuance of any building permit, occupancy permit, or other approval that solely affects Lot 1 due to a non-compliance occurring on Lot 2, unless the non-compliance on Lot 2 arises from DEVELOPER's failure to perform DEVELOPER'S obligations per this Agreement to install the Public Improvements and private improvements described in Section II as to Lot 2. Similarly, the VILLAGE shall not withhold the issuance of any approval the DEVELOPER may require that solely affects Lot 2 due to a non-compliance occurring on Lot 1, unless the non-compliance on Lot 1 arises from DEVELOPER's failure to perform DEVELOPER'S obligations per this Agreement to install the Public Improvements and private improvements described in Section II as to Lot 1.

SECTION XXX. MORTGAGEE CONSENT:

The undersigned mortgagee of the Property, if any, consents to this Agreement, and agrees that its lien of mortgage shall be subordinate to the rights of the VILLAGE granted by this Agreement.

SECTION XXXI. RECORDING:

This Agreement shall not be recorded, however a Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, in substantially the form attached hereto as Schedule XXXI, it being understood by the parties that this Agreement will run with the land until it is terminated as herein provided.

SECTION XXXII. AMENDMENTS:

The VILLAGE and the DEVELOPER, by mutual consent, may amend this Agreement at any meeting of the VILLAGE Board.

SECTION XXXIII. EFFECTIVE DATE:

This Agreement shall be effective on the date of the last to occur of the following events: (1) the full execution of this Agreement by the VILLAGE and the DEVELOPER; (2) the recording of a fully executed deed with the Milwaukee County Register of Deeds which transfers the Property from Fox Point - Bayside School District to Chiswick Apartments LLC and/or Chiswick Land LLC or to Mandel Group Properties, LLC or its affiliates; (3) the full execution of any then existing Mortgagees of the Property as required by Section XXX above; (4) the Village receipt of all financial guaranties required by this Agreement in a form approved by the Village as herein provided; and (5) the Village approval of all plans required by Sections I, II, and III of this Agreement as indicted by the attachment to this Agreement of all of the required Schedules.

IN WITNESS WHEREOF, the DEVELOPER and the VILLAGE have caused this Agreement to be signed by their appropriate managers or officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

Chiswick Apartments LLC

By: Mandel/Chiswick Apartments LLC,
Its: Manager

By: _____

Its: _____

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, _____, the above named _____, Authorized Signatory of Mandel/Chiswick Apartments LLC, Manager of Chiswick Apartments LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires:_____

VILLAGE OF _____
_____ COUNTY, WISCONSIN

Douglas H. Frazer, VILLAGE President

Kelly A. Meyer, VILLAGE Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, _____, the above-named Douglas H. Frazer, VILLAGE President, and Kelly A. Meyer, VILLAGE Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such VILLAGE President and VILLAGE Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the VILLAGE Board from their meeting on the _____ day of _____, _____.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

Dated this _____ day of _____, 20____.

MORTGAGEE:

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, _____, the above
named _____, Authorized Signatory of _____, to me
known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires:_____

VILLAGE OF _____
_____ COUNTY, WISCONSIN

Dated this _____ day of _____, 20____. The undersigned Owner of the Property
hereby authorizes the DEVELOPER to undertake the Projects on the Property and imposes this
Agreement as a restriction on the Property to be binding upon the DEVELOPER and all owners
of the Property and their successors and assigns.

OWNER:

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, _____, the above
named _____, Authorized Signatory of _____, to me
known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires:_____

VILLAGE OF _____
_____ COUNTY, WISCONSIN

APPROVED AS TO FORM:

Eric J. Larson, VILLAGE Attorney