

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

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

**TUESDAY
JUNE 12, 2018
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 Review and Consideration of Stormonth Elementary School's proposed modification to the parking lot and new lighting in the F-Institutional District, 7301 North Longacre Road.
[Pages 129-141]
2. The Village Board will receive a report from the Plan Commission concerning the possible use of a portion of village right way to be used by Stormonth Elementary School.
[Pages 142-157]

4. Public Hearing

a. Proposed modifications to Stormonth Elementary School, 7301 North Longacre Road

The Village Board will receive comments and input regarding specific proposed modifications to Stormonth Elementary School parking lot and lighting; property located at 7301 North Longacre Road, designated in the F-Institutional District.

- 5. Consent Agenda** – All items listed under the Consent Agenda will be approved in one motion without discussion unless any Board member requests that the item be removed for individual discussion and possible action. Any item(s) so removed shall be considered individually prior to consideration of any New Business agenda items in the same order in which they were originally listed in the Consent Agenda.
 - a. Approve the minutes of the May 8, 2018 village board meeting.**
[Pages 5-13]

- b. Grant the 3 “Class A” Beer and Intoxicating Liquor and 6 “Class B” Beer and Intoxicating Liquor licenses and approve the appointment of the 2 new agents, per the Village Clerk/Treasurer’s memo dated June 1, 2018, subject to any conditions as noted.
[Pages 14-16]
- c. Grant the Cigarette and Tobacco Product Retail license to the establishment Walgreen Co, d/b/a, Walgreens #03125, located at 8615 North Port Washington Road-agent Tammy Marie Kachelmeier per the Village Clerk/Treasurer’s memo dated May 23, 2018 and subject to any conditions as noted.
[Pages 17]
- d. Schedule a Public Hearing for the July 10, 2018 regular Board meeting to receive comments and input on the proposed 2019 Community Development Block Grant (CDBG) program project list immediately following “Persons desiring to be heard” per the Director of Public Works’ memorandum dated May 22, 2018.
[Pages 18-28]
- e. Adopt a Resolution Approving of and Authorizing Submittal of the Compliance Maintenance Annual Report (CMAR) for the Sanitary Sewer Activities of 2017.
[Page 29]
- f. Accept the proposal of Kapur & Associates in an amount not to exceed \$57,050 for the design of the 2019 Road and Utility Reconstruction Project and authorize the Village President and Village Clerk to sign the contract per the Director of Public Works’ memorandum dated June 4, 2018.
[Pages 30-31]
- g. Refer to the Village Plan Commission for joint meeting with the Building Board, and for Plan Commission report and recommendation to the Village Board, the Azura, LLC 1233 N Mayfair Road, Suite 301, Milwaukee, WI applications for the F-District and proposed development site plans, and to set the public hearing for the July 10, 2018 regular Village meeting which begins at 7:00 p.m., immediately following the Persons Desiring to be Heard agenda item.
[Pages 32-90]
- h. Approve agreement for public health services with North Shore Health Department and authorize the Village President and Village Clerk to sign the contract.
[Pages 91-109]
- i. Approve Public Safety Communications Services Agreement (Dispatch) between Village of Bayside and Villages of Brown Deer, Fox Point, River Hills, Shorewood, Whitefish Bay; City of Glendale; North Shore Fire Department and authorize the Village President and Village Clerk to sign the contract.
[Pages 110-128]
- j. Find that the standards of Section 745-20 B.(2) are met, and approve Stormonth Elementary School’s proposed modification to the parking lot and new lighting in the F-Institutional District, 7301 North Longacre Road.
[Pages 129-141]
- k. Approve the license agreement authorizing the Fox Point – Bayside School District to use of a portion of Lombardy Road right of way for parking and landscaping, and authorize the Village President and Village Clerk to sign the agreement.
[Pages 142-157]
- l. Adopt the Ordinance to Repeal and Re-Create Section 276-4, to Repeal Section 781-16. A., and to Repeal and Re-Create Section 781-16 of the Village of Fox Point Village Code Concerning Burning Materials in the Village of Fox Point.
[Pages 158-165]

- m. Adopt an Ordinance to repeal and re-create portions of section 63-3 concerning the reduction of swimming pool fees after 5:00 p.m.
[Pages 166-168]
- n. Adopt an Ordinance to repeal and re-create section 19-5 (A) concerning Board of Review procedures.
[Pages 169-171]
- o. Approve Payment of the Bills in the amount of \$478,462.15 for the period May 1, 2018 through May 31, 2018 per the report submitted by the Village Manager.
[Pages 172-187]

6. New Business

- a. **Resolution of Commendation and Appreciation – Former Board of Review Chairwoman Nancy Carpenter**

The Village Board will discuss and may act regarding Resolution of Commendation and Appreciation for Former Board of Review Chairwoman and member Nancy Carpenter.

[Page 188]

- b. **Resolution of Commendation and Appreciation – Former Board of Review Member David Franklin**

The Village Board will discuss and may act regarding Resolution of Commendation and Appreciation for former Board of Review member David Franklin.

[Page 189]

- c. **Resolution of Commendation and Appreciation – Former Board of Review member Michael A. West**

The Village Board will discuss and may act regarding Resolution of Commendation and Appreciation for former Board of Review member Michael A. West.

[Page 190]

- d. **Resolution of Commendation and Appreciation – Former Ethics Board member Mardee Gruen**

[Page 191]

The Village Board will discuss and may act regarding Resolution of Commendation and Appreciation for former Ethics Board member Mardee Gruen.

- e. **Municipal Judge Scott Wales will provide a municipal court update and answer questions from the Village Board.**

The Village Board will hear a report from Judge Scott Wales on a municipal court update and may discuss.

- f. **North Shore Health Department Update Presentation by Health Director/Officer Ann Christiansen.**

The Village Board will be presented with a presentation from the North Shore Health Department Health Director/Officer Ann Christiansen

[Pages 192-199]

g. Discussion, consideration and possible action pertaining to owning and raising chickens on private properties in the Village of Fox Point

The Village Board will discuss, consider, and may act on the potential of owning and raising of chickens on private properties in the Village of Fox Point.

h. Report provided by Village Manager Scott Botcher on Comprehensive Plan Update Process

The Village Board will receive a report from Village Manager Scott Botcher on the Comprehensive Plan update process.

[Pages 200-202]

7. Future Agenda Items

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

8. Announcements

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

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

9. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING: JULY 10, 2018 7:00 P.M.

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

1 A meeting of the Fox Point Village Board was held on Tuesday, May 8, 2018 in Schwemer Hall,
2 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. President
3 Frazer asked the Village Clerk to take roll call. The Village Board present included:

4
5 Village President Douglas H. Frazer
6 Trustee Eric Fonstad
7 Trustee Bill Kravit
8 Trustee Greg Ollman
9 Trustee Liz Sumner
10 Trustee Christine Symchych
11 Trustee Marty Tirado
12

13 Also present were Village Attorney Eric Larson, Village Manager Scott Botcher, Assistant
14 Village Manager Michael Pedersen, Police Chief Chris Freedy, and Village Clerk/Treasurer Kelly
15 Meyer.
16

17 Notice of the meeting was provided to the North Shore Now and to all others as required by
18 State open meetings laws and posted on the official bulletin board at 7200 N Santa Monica Boulevard,
19 as well as the village website at www.villageoffoxpoint.com, as per 2015 Wisconsin Act 79 and as
20 described in Village Ordinance Chapter 116-2, 116-2(C).
21

22 **Ceremonial Oath of Office: Elected Trustee Marty Tirado and Elected Trustee Liz Sumner**
23

24 The Village Clerk administered ceremonial oaths of office to re-elected Trustee Marty Tirado
25 and to Trustee Liz Sumner.
26

27 **Persons desiring to be heard**
28

29 President Frazer opened public comment.
30

31 **Julie Parve, 500 East Fox Dale Court**

32 Ms. Parve thanked everyone for contacting the group Fox Point Backyard Chickens, for giving
33 us your comments and us to give our feedback. The group will be meeting this Friday with President
34 Frazer steps in the progression of the process. A request will be made to be placed on an upcoming
35 Committee or Village Board agenda.
36

37 **Dr. Gary Hollander, 6807 North Lake Drive**

38 Dr. Hollander commented on three items. He stated in regard to the proposed McDonald's
39 Restaurant agenda item, he appreciated the proposal to update the façade and the attention to
40 accessibility with safety issues. He asked that the Board and McDonald's consider increasing the
41 rubbish collection opportunities outside and inside the building, due to being a major contributor to litter
42 in the village.

43 Dr. Hollander expressed his appreciation to the water utility, sanitary workers and public works
44 department for their follow up on issues related to last summer's work in a variety of locations regarding
45 water utility. There is still work to be done from last year and he encourages the board to work with
46 Scott and his department regarding contracting, as some of this may not be covered in the contracts.

47 Dr. Hollander asked that the trustee's update the Comprehensive Plan for the village. It was
48 necessary for the Dunwood property and it is necessary for commercial spaces, traffic consideration
49 and any expenditures related to the village pool.
50

51 Hearing no comment, President Frazer closed public comment.
52

53 **Committee Reports**

54
55 **Plan Commission Report**

56 Trustee Fonstad gave a brief report of the Plan Commission's review and consideration for
57 McDonald's Restaurant (048-0239), 8739 North Port Washington Road. Trustee Fonstad noted two
58 additional items were added to the Conditional Use Order at the Plan Commission meeting; the first
59 item was to require that the pavement be milled, re-laid and restriped and the second item was a
60 landscape plan be presented to the village forester for his approval. The Commissioners unanimously
61 recommended that the village board approve the Conditional Use Order.

62
63 There were no questions or comments; therefore, hearing no comment, President Frazer closed
64 public comment period.
65

66 **Consent Agenda**

67
68 President Frazer opened for public comment; hearing no comments, public comment was
69 closed.
70

- 71 a. Approve the minutes of the April 10, 2018 village board meeting.
- 72
- 73 b. Grant a Conditional Use Permit to McDonald's Restaurant (048-0239), 8739 North Port
74 Washington Road and authorize the Village President and Village Clerk/Treasurer to sign the
75 Conditional Use Order, contingent upon Building Boards approval.
- 76
- 77 c. Approve Change Order No. 1 from Kapur & Associates in the amount of \$2,962.50 for additional
78 construction inspection time on the 2017 Street and Utility Improvement Project, and authorize
79 the Village President and Village Clerk/Treasurer to execute the change order per the Director
80 of Public Works' memorandum dated April 30, 2018.
- 81
- 82 d. Accept the proposal of Munson, Inc. in an amount not to exceed \$18,000.00 for the asphalt
83 reconstruction work for the Lake Drive Manhole Repairs, and authorize the Village President
84 and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum
85 dated April 30, 2018.
- 86
- 87 e. Accept the proposal of Munson, Inc. in an amount not to exceed \$17,403.00 for the Water Main
88 Break Patching, and authorize the Village President and Village Clerk/Treasurer to sign the
89 contract per the Director of Public Works' memorandum dated April 30, 2018.
- 90
- 91 f. Accept the proposal of Munson, Inc. in an amount not to exceed \$20,050.00 for the Road
92 Patches and Repairs on Belmont and Barnet Lanes, and authorize the Village President and
93 Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum
94 dated April 30, 2018.
- 95
- 96 g. Accept the bid of Crawford Tree and Landscape in an amount not to exceed \$30,000 for the
97 2018 Emerald Ash Borer Treatment Project and authorize the Village President and Village
98 Clerk/Treasurer to sign the contract per the Village Forester's memorandum dated April 26,
99 2018.
- 100
- 101 h. Accept the bid of Bark River Tree and Landscape, Inc. in an amount not to exceed \$20,000 for
102 the removal of diseased elm trees and authorize the Village President and Village
103 Clerk/Treasurer to sign the contract per the Village Forester's memorandum dated April 26,
104 2018.
- 105

- i. Accept the proposal of Short Elliot Hendrickson in an amount not to exceed \$10,000 for the review of Lot 2 of the Dunwood Crossing project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated April 30, 2018.
- j. Accept the change order from Short Elliot Hendrickson in an amount not to exceed \$26,000 for additional review of the development documents from Lot 1 of the Dunwood Crossing project as well as for construction inspection services associated with the installation of the water main and sanitary sewer lateral tie-ins and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works' memorandum dated April 30, 2018.
- k. Adopt the Relocation Order Resolution and Resolution of Necessity for Utility Work on North Merrie Lane, as described in resolution attachment Exhibit A ("Merrie Lane Properties").
- l. Adopt the Relocation Order Resolution and Resolution of Necessity for Utility Work on 1500 E Lilac Lane, as described in resolution attachment Exhibit A.
- m. Refer to the Village Plan Commission for joint meeting with the Building Board, and for Plan Commission report and recommendation to the Village Board, the Stormonth Elementary School, 7301 North Longacre Road application for parking lot reconstruction and new installation of lighting, and to set the public hearing for the June 12, 2018 regular Village meeting which begins at 7:00 p.m., immediately following the Persons Desiring to be Heard agenda item.
- n. Approve the request of the United Performing Arts Fund to use village streets on June 3, 2018 for their 2018 Ride for the Arts per the Assistant Village Manager's memorandum dated May 2, 2018.
- o. Approve Payment of the Bills in the amount of \$164,619.61 for the period April 1, 2018 through April 30, 2018 per the report submitted by the Village Manager.

On motion by Trustee Symchych, seconded by Trustee Kravit, and carried unanimously, the Village Board approved the consent agenda, as noticed.

Appointments to Various Boards, Committees, and Commissions

On motion of President Frazer, seconded by Trustee Fonstad, the Village Board approved the appointments of President Frazer to the Various Boards, Committees and Commissions, as presented and per the attached Village President's Appointments dated May 8, 2018, [Exhibit A].

Without objection, President Frazer amended the prior motion to include the Building Board appointments by Resolution as drafted for the term 2018-2020 and as presented. Motion carried unanimously.

Modifications to Chapter 670, Concerning Regulation of Sex Offender Residence

Village Attorney Eric Larson distributed a copy of the updated ordinance to the village board; he noted there was one change on page three in the preamble for clarification and a typo on page six.

Attorney Larson presented the modifications to Chapter 670, concerning regulation of Sex Offender Residence. Attorney Larson distributed a revised Ordinance for Chapter 670. The courts

159 have redefined the regulations and laws on sex offenders; Village of Fox Point made the changes to
160 obtain a firm foundation for the law changes.

161
162 *On motion of Trustee Frazer, seconded by Trustee Fonstad, and carried unanimously,*
163 *the Village Board adopted the Ordinance to Repeal and Re-create Chapter 670,*
164 *Specifically, Article X, Sections 670-41, 670-42, 670-43 and 670-46 of the Village of Fox*
165 *Point Village Code Concerning Regulation of Sex Offender Residency, as reflected in*
166 *pages 106-153 of the agenda packet, including Village of Fox Point Child Safety Zones*
167 *Map/List Exhibit 670-43A and authorize Village Attorney Eric Larson to correct the typo*
168 *on page six, Section E, second line to omit the word "of". In addition subject to a change,*
169 *page three of the proposed ordinance, the third whereas clause from the bottom, third to*
170 *the last line, strike and appeal board and insert a sex offender resident board to serve as*
171 *an appeals board.*

172 173 **Future Agenda Items**

174
175 *Trustee Tirado moved the village board to discuss and consider allowing for the owning*
176 *and raising of chickens on private properties in Village of Fox Point at its next regularly*
177 *scheduled village board meeting. Seconded by Trustee Sumner. Motion carried*
178 *unanimously.*

179 180 **Announcements**

181 Trustee Fonstad announced last Wednesday he attended the Southeastern Wisconsin Coastal
182 Reliance Program project meeting in Cudahy. Most of the Lake Michigan shoreline is privately
183 held; the village owns very little. For citizens who own shoreline property, there are concerns with
184 the bluff top land. Trustee Fonstad will pass on materials picked up at the meeting to be passed on
185 the Public Works Director Scott Brandmeier; there are some good resources available in the
186 material.

187 Trustee Fonstad also reported he attended the third of six meetings with the architectural firm at
188 the North Shore Library has retained to help with the conceptual plans to redesign the library. The
189 next meeting will be on May 31, 2018. Four different conceptual design ideas were presented. Last
190 year, 5.3 million dollars is value of library materials were checked out; this assists in clarifying the
191 overall value to the community.

192
193 Trustee Sumner acknowledged that it is municipal clerk's week; she expressed her gratitude
194 and appreciation to both Village Clerk Treasurer Kelly Meyer and Deputy Clerk Jilline Dobratz for all
195 that they do.

196 Trustee Sumner reported she has been working with the Fox Point Foundation on their events.
197 Fox Point Foundation is currently working on the July 4th parade event. Trustee Sumner will be
198 requesting an e-mail be sent out to trustees in regard to the July 4th event.

199
200 Trustee Tirado updated the village board on the pool committee. This coming Monday, May 14,
201 2018, the pool committee will meet at 8:00 a.m. in the village board room. The first report from
202 Community Design Solutions Team from UW Milwaukee will have a presentation with the potential
203 pool conceptual designs and plans for two locations. The same potential conceptual design plans
204 hopefully will be made available at a village board meeting as well.

205
206 Village President Frazer reported the third annual open house will be held on June 9, 2018; it
207 will be bigger and better. President Frazer invited village residents and families to attend.

208 President Frazer announced there have been more volunteer applications coming into the
209 village for the various boards, committees, commissions. Anyone who submits or has submitted an
210 application will be placed in the village files until a vacancy or opening comes up. He is very happy
211 with the number of citizens who have responded and wish to volunteer to assist the village.

At the June village board meeting, President Frazer expects to have a municipal court report from Municipal Judge Scott Wales, as well as a report on public health issues facing the north shore population from North Shore Health Department Representative Dr. Bruce Weiss.

Village Manager Scott Botcher personally thanked Village Clerk Treasurer Kelly Meyer and Deputy Clerk Jilline Dobratz for all the work that the clerk's office does, including all the election responsibilities. Manager Botcher noted they are both very good and we are very fortunate to have them at the village.

Assistant Village Manager Michael Pedersen and Village Manager Scott Botcher have been working on sponsorships for the village pool. Some of this year's pool events may be sponsored. The village pool currently has a company, a real estate firm, who will be sponsoring two of the movie float nights this year. The village is trying to generate more interest and more sponsorship for some things on the pools calendar.

Manager Botcher presented new waterline duct pipe and replaced waterline duct pipe to examine the difference.

Adjourn

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

Respectfully submitted,

Kelly A. Meyer, *CMC/WCMC*
Village Clerk/Treasurer

May 8, 2018

**APPOINTMENTS TO BOARDS, COMMITTEES AND COMMISSIONS
VILLAGE OF FOX POINT, WISCONSIN¹**

Plan Commission

(3-year term)

Scott Yauck (R)
Carol Wilkens (R)
Donald Zien (R)
John Crichton (R)

Board of Appeals *(confirmation requested)*

(3-year term)

Nancy Filsinger (R)
Jeff Davis (Alternate #1) (R)
Carlie Aizenberg (Alternate #2)(currently Alternate #3)(R)
Catie Anderson (Alternate #3)(currently Alternate #4)(R)
Robert Cory (Alternate #4)

Building Board *(confirmation requested by resolution)*

(2-year term)

Dell Wilson (R)
Justin Racinowski (R)
Michael West (R)
Matt Amman (R)
Jeff Weber (R)

Board of Review *(confirmation requested)*

(1-year term)

Trustee Eric Fonstad (R)
Michael Carter
Aaron Aizenberg
Christopher Mehring (Alternate #1)
Aaron Prater (Alternate #2)

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

No vacancies

¹ (R) designates returning member.

Administration Committee

(1-year term)

Trustee Fonstad, Chair (R)
Trustee Liz Sumner (R)
Trustee Greg Ollman (R)

Finance Committee

(1 year term)

Trustee Symchych, Chair (R)
Trustee Tirado (R)
Trustee Kravit (R)

Audit Committee

(1-year term)

Trustee Symchych, Chair (R)
Trustee Tirado (R)
Trustee Kravit (R)
Terry Rindt (R)
Kenneth J. Wirth, Jr. (R)

Water/Sewer Utility Committee

(1-year term)

Trustee William Kravit, Chair (R)
Joel Been (R)
Gisela Chelimsky (R)
Elizabeth Aelion (R)
Andrew Pokrass (R)

Ethics Board *(confirmation requested)*

(3-year term)

Ray Manista, term ending in 2021

North Shore Library Board *(confirmation requested)*

(3-year term)

Trustee Eric Fonstad (R)

Historic Preservation Committee

Trustee Christine Symchych, Chair (R)
Del Wilson (R)

Shared Services Committee

TBD

Rep – North Shore Health Department

Bruce Weiss, M.D. (R)

Rep – North Shore Fire Commission

No vacancy

Board of Police Commissioners

(5 year term)

Robert Fetherston, Jr. (R)

North Shore Water Commission (*confirmation requested*)

(1-year term)

Scott Botcher (R)

Karen M. Schapiro, Alternate (R)

Weed Commissioner

(1-year term)

Douglas H. Frazer (R)

Fox Point Representative ICC for County Real Estate

(1-year term)

Jaime Druck (R)

Pool Committee

Dirk Stallman

Catie Anderson

Respectfully submitted,

Douglas H. Frazer

Village President

May 8, 2018

May 8, 2018
Additional Appointments

APPOINTMENTS TO BOARDS, COMMITTEES AND COMMISSIONS
VILLAGE OF FOX POINT, WISCONSIN¹

Tree Commission
(3-year term)

Louis Petering (R)
Judy Shirley (R)
Ramsey Radakovich (R)

Respectfully submitted,

Douglas H. Frazer
Village President
May 8, 2018

¹ (R) designates returning member.



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: June 1, 2018

RE: **Liquor License Renewals – Beer/Fermented Beverage and Intoxicating Liquor “Class A” and “Class B”**

Background and Overview

Attached is a list of the 2018-2019 liquor license renewal applications for “Class A”, fermented malt beverage and intoxicating liquor licenses and “Class B”, fermented malt beverage and intoxicating liquor licenses as published in the North Shore Now on Wednesday, May 30, 2018.

The following entity is appointing a new agent: Wisconsin CVS Pharmacy, LLC d/b/a, CVS Pharmacy #8770 – Willie Lewis, Jr. for the license period of July 1, 2018 through June 30, 2019. Approval of a new agent is only necessary by the governing body.

The liquor license for Walgreens was originally approved in February of 2010. This approval included several conditions, including the condition that the entity with the “Class A” fermented malt and intoxicating liquor license was limited to beer and wine only as licensed at the location of 8615 North Port Washington Road. These conditions were to be included in any liquor license granted to Walgreens and is recommended to be approved with this prior condition.

Background investigations have been completed on all each entity’s agent by the Police Department and all individuals have been recommended for approval by the Police Chief.

Section 125.86 of the Village Code states that no initial or renewal alcohol beverage license shall be granted to any person or premises for which taxes, assessments, utility bills or other claims of the Village are delinquent and unpaid. As of June 1, 2018 all outstanding financial obligations to the Village of Fox Point have been satisfied by the establishments applying for “Class A” or “Class B” liquor license renewals for the period commencing on July 1, 2018 and expiring on June 30, 2019.

Recommendation

Staff recommends the Village Board take the following actions:

1. Grant Approval of appointment of Willie Lewis, Jr. as New Agent of Wisconsin CVS Pharmacy, LLC, d/b/a, CVS Pharmacy #8770.
2. Grant approval for the issuance of the renewal of a "Class A" fermented malt beverage and intoxicating liquor license to the following establishments:
 - a. Walgreen Co., d/b/a, Walgreens #03125, located at 8615 North Port Washington Road – Agent Tammy Marie Kachelmeier, subject to the conditional use order/permit conditions in the original approval dated February 9, 2010 and subject to the satisfaction of all outstanding financial obligations to the Village of Fox Point.
 - b. Wisconsin CVS Pharmacy, LLC, d/b/a, CVS Pharmacy #8770, located at 8661 North Port Washington Road – New Agent Willie Lewis, Jr., subject to the satisfaction of all outstanding financial obligations to the Village of Fox Point.
3. Grant the approval for the issuance of the renewal "Class B" fermented malt beverage and intoxicating liquor licenses to the following establishments:
 - a. Fazzari Hospitality Group, LLC, d/b/a, Calderone Club, located at 8001 North Port Washington Road - Agent Camelo Fazzari, subject to the satisfaction of all outstanding financial obligations to the Village of Fox Point and submission of a seller's permit.
 - b. Ginza II Fox Point, Inc., d/b/a, Ginza Sushi, located at 333 West Brown Deer Road, Suite O - Agent Fang Ping Xiao, subject to the satisfaction of all outstanding financial obligations to the Village of Fox Point.
 - c. Jose's of Fox Point, Inc., Jose's Blue Sombrero, located at 8617 North Port Washington Road – Agent George N Flees, subject to the satisfaction of all outstanding financial obligations to the Village of Fox Point.
 - d. The Town Club, d/b/a, The Town Club, 7950 North Santa Monica Boulevard –Agent Steven Andrew Plumb, subject to the satisfaction of all outstanding financial obligations to the Village of Fox Point.

**VILLAGE OF FOX POINT
OFFICIAL NOTICE
2018 ALCOHOL BEVERAGE LICENSES**

Notice is hereby given that the following have made application to the Village Board of the Village of Fox Point for licenses to sell intoxicating liquors and malt beverages in the Village of Fox Point, granting of which is now pending.

Class "A" fermented malt beverage and "Class A" intoxicating liquor (off-premise consumption only):

Walgreen Co, d/b/a, Walgreens #03125, PO Box 901, Deerfield, IL 60015, Tammy Kachelmeier, Agent, premises to be licensed: 8615 N Port Washington Road, Fox Point, WI 53217

Wisconsin CVS Pharmacy, LLC, d/b/a, CBS Pharmacy #8770, One CVS Drive, M/C 1160, Woonsocket, RI 02895, Willie Lewis, Jr., New Agent, premises to be licensed: 8661 N Port Washington Road, Milwaukee, WI 53217.

Class "B" fermented malt beverage and "Class B" intoxicating liquor (on or off-premises consumption):

Jose's of Fox Point, Inc., d/b/a, Jose's Blue Sombrero, 7613 W State Street, Wauwatosa, WI 53213, George N Flees, Agent, premises to be licensed: 8617 N Port Washington Road, Milwaukee, WI 53217.

The Town Club, d/b/a, The Town Club, 7950 N Santa Monica Blvd, Fox Point, WI 53217, Steven Andrew Plumb, Agent, premises to be licensed: 7950 N Santa Monica Blvd, Fox Point, WI 53217.

Fazzari Hospitality Group, LLC, d/b/a, Calderone Club, 8001 N Port Washington Road, Fox Point, WI 53217, Carmelo Fazzari, Agent, premises to be licensed: 8001 N Port Washington Road.

Ginza II Fox Point Inc, d/b/a, Ginza Sushi, 333 W Brown Deer Road, Suite O, Fox Point, WI 53217, Fang Ping Xiao, Agent, premises to be licensed: 333 W Brown Deer Road, Suite O.

Kelly A. Meyer, CMC/WCMC
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 *KAM*

THROUGH: Scott Botcher, Village Manager *SB*

DATE: May 23, 2018

RE: **2018-2019 Cigarette/Tobacco Product License Renewals**

Background and Overview

Below is the 2018-2019 Cigarette/Tobacco Product license renewal application for the period commencing on July 1, 2018 and expiring on June 30, 2019 for the following entity:

"CLASS A" Fermented Malt (Beer) and Intoxicating Liquor Establishments

Tammy Marie Kachelmeier – agent (Corporation)
Walgreen Co., d/b/a, Walgreens #03125
8615 North Port Washington Road
Fox Point, WI 53217
OTC (Over-the-Counter)

Recommendation

Staff recommends the Village Board take the following actions:

Grant approval of the issuance for Tobacco Product License to Walgreen Co., d/b/a, Walgreens #03125, located at 8615 North Port Washington Road – agent Tammy Marie Kachelmeier, as presented and subject to the satisfaction of all outstanding financial obligations to the Village of Fox Point.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
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To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *Scott Brandmeier*
Through: Scott Botcher, Village Manager *SB*
Date: May 22, 2018
Re: Public Hearing – 2019 Community Development Block Grant (CDBG)
Program Project List – Public Input

Each year, the Village of Fox Point provides a project list to Milwaukee County for the use of the Community Development Block Grant (CDBG) funds that the Village is eligible to receive in the coming fiscal year. In general terms, CDBG funds are used to eliminate "spot" blight and to improve accessibility to existing publicly-owned facilities. Locally, the Village of Fox Point has received reimbursement for lease expenses of the LX Club. The amount of the 2019 grant has not yet been determined and meetings are not expected to occur until August or September, but if recent years are any indication, it is expected that the Village of Fox Point would receive approximately \$6,000.

As part of the development of a project list, a public hearing must be held to obtain public comment on possible projects. I recommend that the Village Board schedule a public hearing for this purpose on Tuesday, July 10, 2018 immediately following the "Persons desiring to be heard" section of the agenda. A recommendation regarding allocation of the CDBG funds for 2019 will be provided at the Board meeting. This list will then be submitted to the County per their requirements.

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Financial Management

1. Provider of Financial Information

Name:

Scott Brandmeier

Telephone:

414-247-6624

(XXX) XXX-XXXX

E-Mail Address
(optional):

sbrandmeier@villageoffoxpoint.com

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points)

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2017

● 0-2 years ago (0 points)

○ 3 or more years ago (20 points)

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2017

○ 1-2 years ago (0 points)

○ 3 or more years ago (20 points)

● N/A

If N/A, please explain:

The Village of Fox Point does not have a dedicated Equipment Replacement Fund nor equipment specifically reserved for sanitary sewer operations other than that for its lift stations. The equipment owned by the Village is used for a variety of tasks and operations including sanitary sewer maintenance, road repair, storm water management, and other public works related functions. All of the equipment is evaluated on an annual basis to determine whether a particular piece of equipment needs to be repaired or replaced. Upon such determination, funds are allocated/programmed in the subsequent year's budget to accommodate the repair or replacement.

3.2 Equipment Replacement Fund Activity

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3.2.1 Ending Balance Reported on Last Year's CMAR	\$	0.00
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$ 0.00
3.2.3 Adjusted January 1st Beginning Balance		\$ 0.00
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$ 0.00
3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	-	\$ 0.00
3.2.6 Ending Balance as of December 31st for CMAR Reporting Year		\$ 0.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

0

3.3 What amount should be in your Replacement Fund? \$ 600,000.00

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☐ Yes

☒ No

If No, please explain.

The amount identified in Section 3.3 is the total estimated annual capital costs for vehicles, equipment, sanitary sewer rehab activities and other capital costs spread over the next five years. As noted in Section 3.1, only that amount which is specifically required for a particular budget year is programmed. Approximately \$600,000 worth of work was programmed in 2017 and another \$600,000 is anticipated for 2018.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below.

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Televising sanitary sewer mains. \$10,000 to \$15,000 is planned to be expended annually for the next 5 year budget cycle.	15000	2018
2	The Village has implemented a Geographic Information System (GIS) database to assist the Department of Public Works in tracking the Village of Fox Point's sanitary sewer system infrastructure, rehabilitation efforts being undertaken, and associated activities. Activities that have been converted to digital copies are now being incorporated into a web-based system such that Village staff can input inspection reports, rehab information, and the such while in the field.	2500	2018

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3	In conjunction with the Milwaukee Metropolitan Sewerage District (MMSD), the Village has adopted a Private Property Infiltration and Inflow (PP I/I) policy to fund rehabilitation activities on private property in an effort to reduce clear water from entering the sanitary sewer system. Funding for the program from MMSD may change, but the cost is reflective of the dollars that were originally proposed. It is estimated that \$175,000 may be spent in 2018. 2018 program year activities include rehabilitation activities associated with laterals needing to be repaired or replaced. Residents will be required to contribute 50% of the cost of rehabilitation activities in order to maximize the benefit being received from MMSD.	175000	2018
4	Sanitary sewer rehabilitation activities, including CIPP and spot repairs and relays in selected areas of the Village.	335000	2018
5	Perform mainline and manhole rehabilitation activities including CIPP and spot repairs and relays in selected areas of the Village. Costs are reflective of average expenditures on such activities over the past five years.	250000	2019
6	Perform mainline and manhole rehabilitation activities including CIPP and spot repairs and relays in selected areas of the Village. Costs are reflective of average expenditures on such activities over the past five years.	250000	2020
7	Perform lateral rehabilitation in areas of the Village.	160000	2019
8	Perform lateral rehabilitation in areas of the Village.	160000	2020

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	1,338	3
February	1,408	4
March	1,217	3
April	1,274	3
May	1,419	8
June	975	3
July	736	4
August	673	5
September	603	4
October	506	3
November	654	3
December	1,010	4
Total	11,813	47
Average	984	4

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

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6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☐ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☐ Variable Speed Drives
- ☒ Other:

There is a PLC used to identify information related to usage and well levels at each lift station.

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☐ No

☒ Yes

Year:

2008

By Whom:

Focus on Energy

Describe and Comment:

Upgraded controls and pumps based on the results of the energy study in 2012.

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Will replace the backup generator and transfer station in Lift Station No. 1 in 2018 or 2019.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☒ Yes

☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

The goals in our CMOM plan include the following: 1) comply with the WPDES permit concerning sanitary sewer overflows, 2) minimize the occurrence of problematic overflows, 3) maintain assets cost-effectively through a rehabilitation and replacement program based on condition assessment, 4) provide quality customer care, 5) improve or maintain system reliability, 6) reduce the potential threat to human health from sewer overflows, 7) provide adequate capacity to convey peak flows, 8) manage infiltration and inflow, 9) protect sanitary sewer system worker health and safety, and 10) operate a continuous CMOM program.

Did you accomplish them?

☒ Yes

☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☒ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Village Code

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 05/01/2014

Does your sewer use ordinance or other legally binding document address the following:

☒ Private property inflow and infiltration

☒ New sewer and building sewer design, construction, installation, testing and inspection

☐ Rehabilitated sewer and lift station installation, testing and inspection

☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

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Does your operation and maintenance program and equipment include the following: ☒ Equipment and replacement part inventories ☒ Up-to-date sewer system map ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation ☒ A description of routine operation and maintenance activities (see question 2 below) ☐ Capacity assessment program ☒ Basement back assessment and correction ☒ Regular O&M training ☒ Design and Performance Provisions [NR 210.23 (4) (e)] What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property? ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements ☐ Construction, Inspection, and Testing ☐ Others: ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] Does your emergency response capability include: ☒ Responsible personnel communication procedures ☒ Response order, timing and clean-up ☒ Public notification protocols ☐ Training ☒ Emergency operation protocols and implementation procedures ☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ Special Studies Last Year (check only those that apply): ☐ Infiltration/Inflow (I/I) Analysis ☐ Sewer System Evaluation Survey (SSES) ☐ Sewer Evaluation and Capacity Management Plan (SECAP) ☐ Lift Station Evaluation Report ☐ Others:	0																											
2. Operation and Maintenance 2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Cleaning</td> <td style="width: 20%; text-align: center; border: 1px solid black;">52.4</td> <td style="width: 55%;">% of system/year</td> </tr> <tr> <td>Root removal</td> <td style="text-align: center; border: 1px solid black;">12.6</td> <td>% of system/year</td> </tr> <tr> <td>Flow monitoring</td> <td style="text-align: center; border: 1px solid black;">2.2</td> <td>% of system/year</td> </tr> <tr> <td>Smoke testing</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of system/year</td> </tr> <tr> <td>Sewer line televising</td> <td style="text-align: center; border: 1px solid black;">4.7</td> <td>% of system/year</td> </tr> <tr> <td>Manhole inspections</td> <td style="text-align: center; border: 1px solid black;">31.1</td> <td>% of system/year</td> </tr> <tr> <td>Lift station O&M</td> <td style="text-align: center; border: 1px solid black;">5</td> <td># per L.S./year</td> </tr> <tr> <td>Manhole rehabilitation</td> <td style="text-align: center; border: 1px solid black;">3.5</td> <td>% of manholes rehabbed</td> </tr> <tr> <td>Mainline rehabilitation</td> <td style="text-align: center; border: 1px solid black;">4.7</td> <td>% of sewer lines rehabbed</td> </tr> </table>		Cleaning	52.4	% of system/year	Root removal	12.6	% of system/year	Flow monitoring	2.2	% of system/year	Smoke testing	0	% of system/year	Sewer line televising	4.7	% of system/year	Manhole inspections	31.1	% of system/year	Lift station O&M	5	# per L.S./year	Manhole rehabilitation	3.5	% of manholes rehabbed	Mainline rehabilitation	4.7	% of sewer lines rehabbed
Cleaning	52.4	% of system/year																										
Root removal	12.6	% of system/year																										
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Lift station O&M	5	# per L.S./year																										
Manhole rehabilitation	3.5	% of manholes rehabbed																										
Mainline rehabilitation	4.7	% of sewer lines rehabbed																										

Compliance Maintenance Annual Report

Fox Point Village

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Private sewer inspections % of system/year

Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

The Village has been very proactive in identifying and attempting to remove I/I from the system and has had an active lateral rehabilitation program since 2014. Additionally, the Village will continue to identify areas of the public sewer system (main and manholes) that are in need of repair and address those areas accordingly.

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

Total actual amount of precipitation last year in inches

Annual average precipitation (for your location)

Miles of sanitary sewer

Number of lift stations

Number of lift station failures

Number of sewer pipe failures

Number of basement backup occurrences

Number of complaints

Average daily flow in MGD (if available)

Peak monthly flow in MGD (if available)

Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

Lift station failures (failures/year)

Sewer pipe failures (pipe failures/sewer mile/yr)

Sanitary sewer overflows (number/sewer mile/yr)

Basement backups (number/sewer mile)

Complaints (number/sewer mile)

Peaking factor ratio (Peak Monthly:Annual Daily Avg)

Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ☒ Yes
- ☐ No

Compliance Maintenance Annual Report

Fox Point Village

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If Yes, please describe:

I/I is an issue in the Village, but was not a significant concern in 2017. The Village is addressing this issue through rehab of the sanitary sewers, manholes, and laterals in various areas of the Village - currently focusing on Basin Nos. 3 and 4 with additional work forthcoming in Basins 3, 4, 6 and 9. However, no documentation is available to indicate the percentage of I/I reduction compared to the estimated total flows within the system. Empirically, it appears that the rehab activities have reduced the incidence of clear water entering the system and we have heard from MMSD that the flows in Basins 3 and 4 are lower than what has been previously recorded.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

☒ No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Lateral rehabilitation activities continued in select areas of the Village - predominantly in Basin No. 3. Similar activities are proposed for Basin No. 4 in 2018-2019.

5.4 What is being done to address infiltration/inflow in your collection system?

Manhole rehab, mainline rehab, lateral rehab, lateral and mainline televising.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Fox Point Village

Last Updated: Reporting For:
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Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Fox Point Village

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Village of Fox Point

Date of Resolution or
Action Taken:

06/12/2018

Resolution Number:

2018-

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR
SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A
(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL
GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

**RESOLUTION APPROVING OF AND
AUTHORIZING SUBMITTAL OF THE
CMAR REPORT FOR THE ACTIVITIES OF 2017**

WHEREAS, the Village of Fox Point is regulated by a WPDES (Wisconsin Pollution Discharge Elimination System) permit for its wastewater collection system; and

WHEREAS, the WPDES permit and NR 208 of the Wisconsin Administrative Code requires the Village to submit a CMAR (Compliance Maintenance Annual Report) by June 30th annually for the previous year's activities; and

WHEREAS, the CMAR Report for the Activities of 2017 has been submitted to and reviewed by the Village Board;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Fox Point that the CMAR Report for the Activities of 2017 is hereby approved and the Director of Public Works is directed to submit the report to the Wisconsin Department of Natural Resources with all required certifications.

Dated this 12th day of June, 2018.

VILLAGE OF FOX POINT

Douglas H. Frazer
Village President

Kelly A. Meyer, *CMC/WCMC*
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 of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: June 4, 2018
Re: Recommendation for Acceptance of Proposal for Design and Construction Management Services for the 2019 Road and Utility Reconstruction Project

The proposed 2019 Capital Improvement Program includes the replacement of the water main along Barnett Lane, View Place and Calumet Road, reconstruction of the roads, and replacement of storm sewer pipes, cross culverts and regrading of the ditches. The current CIP includes funding to begin design activities for the roads particularly considering the coordination efforts required to obtain permits from Union Pacific. The proposed design also includes a pedestrian path along Calumet Road from Lake Drive to Port Washington Road. Additionally, staff is recommending the design and replacement of the water main on the private road along Goodrich Lane from 1445 to 1473. This recommendation is being made as a result of a recent water main break where it was discovered that the main was in very poor condition.

A request for proposal (RFP) was submitted to eight local consulting firms – Ayres Associates, Michael Baker, RA Smith, Baxter & Woodman, Reukert Mielke, Strand Associates, Short Elliott Hendrickson (SEH) and Kapur & Associates – requesting that they provide a proposal for the design and construction management/inspection services associated with the project.

Five of the eight consultants submitted a proposal addressing the various tasks. Ruekert Mielke, Strand and Ayres did not submit a proposal as they currently have a booked backlog of work.

After reviewing the proposals, each of them were fairly similar in terms of the level of effort, though a couple provided more details with respect to the proposed activities and their approach. Three of the proposals – from Michael Baker, raSmith and and SEH – provided a cost estimate of between \$112,000 and \$130,000 while Baxter Woodman provided a cost estimate of approximately \$52,000 (without the televising component) and Kapur provided a cost estimate of just under \$49,000.

Given that the cost estimate to perform the work is well under that which was budgeted (approximately \$110,000), staff requested that Kapur provide a revised cost estimate to also address the water main and road along Goodrich Lane. This additional fee is a little over \$8,000.

Kapur has served as the Village Consulting Engineer on a number of projects through the years and has met staff expectations from a design and cost perspective. Their fees to perform the work have always been quite fair and reasonable and, having reviewed this proposal, the fees and hours associated with this project are no different.

Therefore, it is my recommendation that the Village Board accept the proposal of Kapur & Associates in an amount not to exceed \$57,050 for the design services associated with the project and that the Village board authorize the Village President and Village Clerk to sign the contract on behalf of the Village. There is adequate funding available in the storm water utility account, capital projects fund and water fund to cover the cost of this project.



VILLAGE OF FOX POINT

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WISCONSIN

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FAX 414-351-8909

To: Village Board

From: Scott Botcher

A handwritten signature in black ink, appearing to be "SAB", written over the name "Scott Botcher".

cc: Kelly Meyer

Date: June 7, 2018

Re: Azura Referral

Item 3g (Consent agenda) is a referral to the Plan Commission and Building Board (jointly) and to set the public hearing for a submittal by Azura to construct a memory care facility at the intersection of Dunwood and Port Washington Roads.

This item is on consent as its not ripe for Board discussion at this point, and simple motion to refer is in order.

The submittal is in your packet, and, as of this writing, will plan on uploading to the website tomorrow (Friday).

ARENZ, MOLTER, MACY, RIFFLE, LARSON & BITAR

MUNICIPAL LAW & LITIGATION GROUP, S.C.

720 N. EAST AVENUE

P.O. BOX 1348

WAUKESHA, WISCONSIN 53187-1348

Telephone (262)548-1340

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Email: jmacy@ammr.net

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

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

April 27, 2018

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

**Re: Village of Fox Point
Dunwood Site Lot 2
Possible Azura Development
Regulatory Review Procedures**

Dear Mr. Brandmeier:

I received your request that I outline the regulatory framework for the contemplated development of Lot 2 of the Dunwood site. No applications have been received at this time, to my knowledge. The outline that follows is based upon a number of assumptions about what may be proposed, and these assumptions may need to be further considered when an actual application is received. Key among these assumptions is whether the use proposed by any particular application is in fact a permitted institutional use. I assume that the use will satisfy section 745-20 A. which allows "convalescent or nursing homes or similar institutions for the accommodation of the aged or infirm" as a permitted use. Note also that some of the regulatory issues noted below may not apply, if the application proves to be different than we assumed. Subject to the foregoing, I have had an opportunity to carefully consider this matter and would expect an application for the construction on Lot 2 of the Dunwood site to be subject to all of the following regulatory requirements:

1. F District Approval Process. Section 745-20 of the Village Code describes the particular process that must be followed for construction in the institutional district. The Code should be referenced for the details, but as an overview of the process requires:
 - a. An application must be made to the Village Board, including the building plans, sketches, renderings and site plans "as the Board determines reasonably necessary to form an opinion," and "a filing fee must be paid."
 - b. The Village Board then refers it to the Plan Commission. The Village Board often schedules the public hearing at the same time as making the referral.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Scott Brandmeier
April 27, 2018
Page 2

- c. The Plan Commission must meet jointly with the Building Board, but only the Plan Commission takes action at the meeting. The Plan Commission must report to the Village Board including whether it considers the four specific standards of the ordinance to be met:
 - i. Appropriate in the location proposed;
 - ii. Compatible with the neighborhood;
 - iii. Not detrimental to the property values of surrounding property;
 - iv. In keeping with the residential character and quality of the Village.
 - d. Conditions can be imposed on any approval "as reasonably necessary to ensure compliance with" the required standards.
 - e. The Village Board must hold a public hearing. Notice must be given by publication at least once in the official newspaper and by mailing a copy of such notice to property owners who own land abutting the site or across a street from the site, not less than 5 days prior to the hearing.
 - f. If the Board finds the standards have been met, the application "shall be approved." Otherwise it "shall be denied."
 - g. The construction must comply with the Institutional District regulations of section 745-20.D. of the Zoning Code.
2. Building Board Review. The Building Board must review the application pursuant to section 19-9 of the Village Code.
3. Grading and Drainage Regulation. Depending upon what the application shows, this will likely require grading and drainage review under chapters 756 (Building Construction), 285 (Stormwater Management, Erosion Control), and 272 (Solid Fill and Grades).
4. Dunwood Developers Agreement. Mandel (Chiswick Apartments, LLC) is obligated to perform certain work with regard to Lot 2 by its Developer's Agreement with the Village. This includes:
- a. Installation of landscaping, berm and pedestrian pathway depicted on the landscaping and berm plan.
 - b. Creation of any open areas shown on the open space plan.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Scott Brandmeier
April 27, 2018
Page 3

- c. Compliance with the pedestrian plan as pertaining to Lot 2. (The foregoing requirements are shown in section III of the Developer's Agreement.)
 - d. The sanitary sewer issue identified in section II.E. will need to be resolved as Lot 2 also requires sanitary sewer service. If Mandel does not intend to resolve this for Lot 2, it will remain for the developer of Lot 2 to resolve with respect to Lot 2.
5. Restrictive Covenants on Lot 2. Lot 2 is subject to numerous deed restrictions, as required by the Mandel Developer's Agreement. These restrictions include all of the following:
- There can 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;

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Scott Brandmeier
April 27, 2018
Page 4

- 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.);
6. Other. Depending upon what is proposed, there may be other approvals required. Signage plans may be required for example. Such issues can be considered based on the particular project that is proposed. You may want to make the developer aware of section 67-16 of the Village Code that requires reimbursement of costs the Village may incur regarding any particular project, and you may want to go a step further and require that they agree to be bound by this section before you proceed with any discretionary actions on the project.

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

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/egm

cc: Scott Botcher, Village Manager
Kelly Meyer, Village Clerk/Treasurer

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VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

APPLICATION FOR SITE PLAN APPROVAL DIRECTIONS

GENERAL INFORMATION:

Site Plan approval is governed by Sections 745-18E & F of the Village Code and can be found on the [Village website](http://www.villageoffoxpoint.com).

TO APPLY FOR SITE PLAN APPROVAL:

1. Complete all the information on the attached application. Please type or print. Attach additional pages if necessary. **Applications with incomplete information will not be accepted.**
2. All materials must be submitted on 8.5" X 11" paper. If larger scale plans are necessary for clarity, please bring to the Village Board meeting. (**Note:** all documents submitted will be copied in black and white).
3. A \$300 non-refundable fee must accompany this application.
4. A letter of approval from the owner of the property must accompany this application, unless the applicant is the owner. The letter should be:
 - on the owner's letterhead including the owner's original signature,
 - addressed to the Village, and
 - reference the proposed address and name of the business.

The Village will not entertain any requests without the written consent of the owners.

5. A signed Charge Back Form as described in Chapter 67, Article III of the Village Code must accompany this application.
6. The application and one set of the site plans and all related materials must be submitted by **12:00 noon on the second Wednesday** prior to the Village Board meeting.
7. Completed applications will be submitted by staff to the Village Board for consideration.
PLEASE NOTE: Applicants are required to attend the Village Board meeting to discuss the application.
8. The Village Board meets on the second Tuesday of each month at 7:00 p.m.
9. The owner is responsible for obtaining any other necessary permits and/or approvals, including, but not limited to, the North Shore Fire Department's Plan Review and Submittal Requirements.



330 East Kilbourn Avenue
Suite 600 South
Milwaukee, Wisconsin 53202
414 . 347 . 3600
mandelgroup.com

May 29, 2018

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

Mr. Botcher,

Chiswick Land LLC, owner of the property as depicted and described in the ALTA Survey enclosed under cover of this letter, approves Azura Memory Care's application to the Village to develop memory care facilities located at the above-mentioned property.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Mandel", written over the printed name.

Barry R. Mandel
Manager
Chiswick Land LLC

ALTA/NSPS LAND TITLE SURVEY

CLIENT

Aura Living

SITE ADDRESS

North Port Washington Road, Village of Fox Point, Milwaukee County, Wisconsin

LEGAL DESCRIPTION

Lot 2 of Certified Survey Map No. 8991, recorded on January 4, 2018, as Document No. 10748011, being a division of that part 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.

TITLE COMMITMENT

This survey was prepared based on First American Title Insurance Company Commitment No. NC5-784813-2-MKT, effective date of March 26, 2018 which lists the following easements and/or restrictions from schedule B-1:

1, 2, 3 & 5 visible evidence shown, if any.

4, 6, 7 & 8 not survey related.

9. Easement granted to Wisconsin Electric Power Company and Wisconsin Telephone Company, dated November 8, 1955 and recorded November 23, 1955 in Volume 3512 of Deeds, Page 546, as Document No. 3448717. Does not affect property by location.

10. Sewer Easement granted to the Village of Fox Point dated May 11, 1955 and recorded May 11, 1955 in Volume 3573 of Deeds, Page 20, as Document No. 3490941. Does not affect site by location, not shown.

11. Sewer Easement granted to the Village of Fox Point dated May 11, 1955 and recorded May 11, 1955 in Volume 3573 of Deeds, Page 20, as Document No. 3490941. Does not affect site by location, shown.

12. Easement granted to Wisconsin Electric Power Company dated August 21, 1962 and recorded September 14, 1962 in Reel 18, Images 460 to 469, as Document No. 3076421. Affects site by location, shown.

Conveyance of Rights in Land to Milwaukee County Department of Public Works dated March 4, 2005 and recorded March 29, 2005 as Document No. 8982342. Affects site by location, shown.

13. Right-of-Way Grant to Wisconsin Telephone Company dated July 23, 1973 and recorded July 26, 1973 on Reel 735, Images 1907-1909, as Document No. 4780479. Does not affect property by location, not shown.

14. Easement granted to the Metropolitan Sewerage District of Milwaukee County, recorded February 8, 1982 in Reel 1427, Images 1392 to 1395, as Document No. 5524532. Affects site by location, shown.

15. Right-of-Way Grant to Wisconsin Bell, Inc. dated November 17, 1986 and recorded November 20, 1986 on Reel 1395, Images 441 to 442, as Document No. 5989224. Does not affect site by location, not shown.

FLOOD NOTE

According to the Flood Insurance rate map of the County of Milwaukee, Community Panel No. 55079C0041E & 55079C0043E, effective date of September 26, 2008, the site falls in Zone X (Areas determined to be outside the 0.2% annual chance floodplain).

TABLE "A" ITEMS

11. Utility lines are shown from visible surface evidence, municipal plans and from plans and markings provided by Digene's Netting, the One-call Utility Marking System (Wisconsin Statute 282.0175). Ticket Number 20181717984, 10185718132, 20181717920. This survey represents the underground utilities that participated with the request and were marked on the day of the survey. Additional utilities may exist, but were not responsive to the request.
16. There is no visible evidence of north moving, building construction or building additions within recent months.
17. There are no changes in street right of way lines either completed or proposed, and available from the governing jurisdiction. Observable evidence of recent street or sidewalk construction or repairs if any, is shown.
18. There is no evidence on top of delineated wetlands areas.
19. There were no official easements or servitudes benefiting the survey property disclosed in furnished Title Commitment at the time of survey.

MUNICIPAL ZONING

Municipal Code: Sec. 745-20

Site is zoned: F - Institutional District

BASES OF BEARINGS

Bearings are referenced to the East line of the NE 1/4 of Section 17 which is assumed to bear N00°01'E.

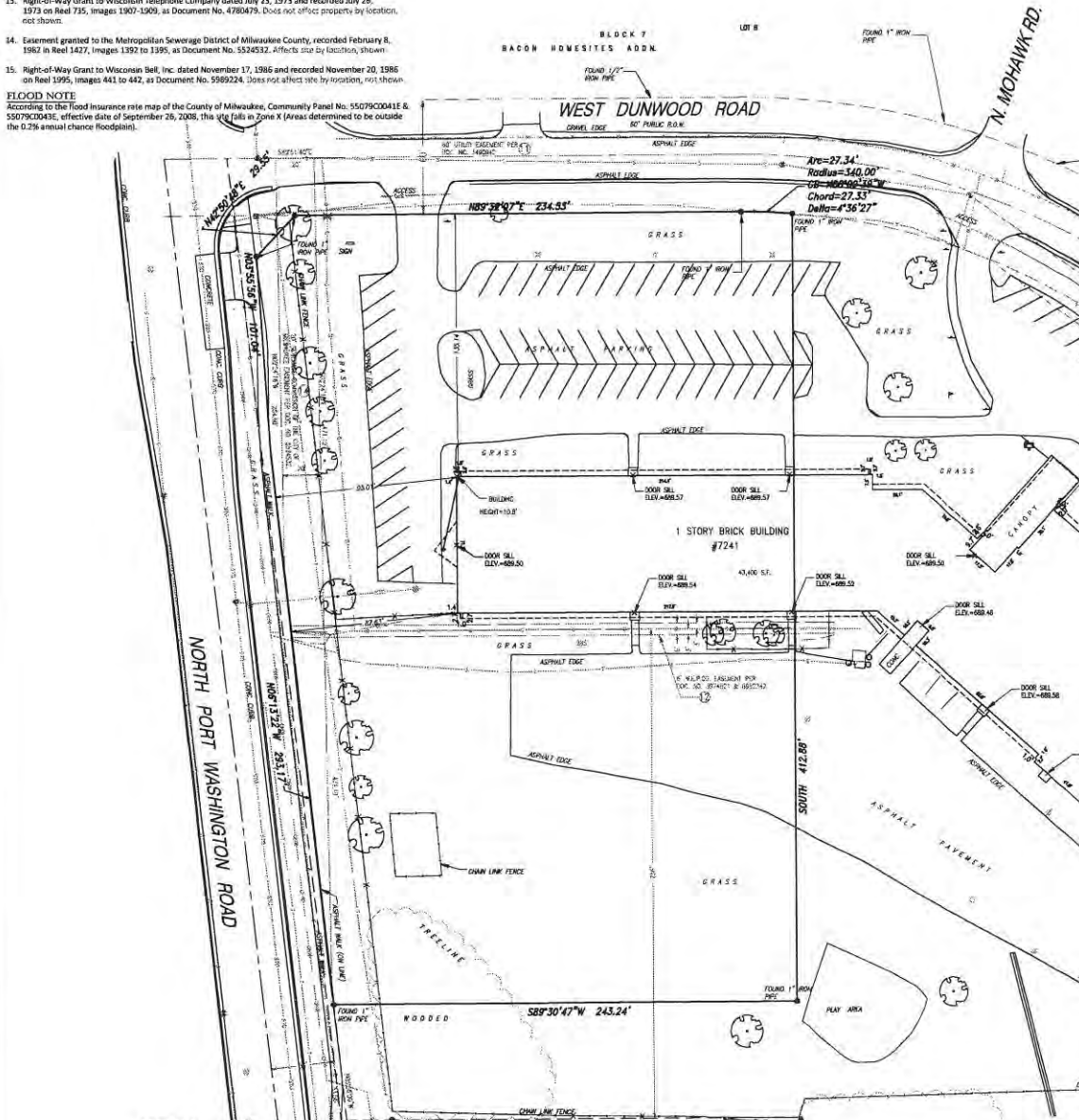
LAND AREA

The Land Area of the subject property is 100,636 square feet or 2.3168 acres.

PARKING SPACES

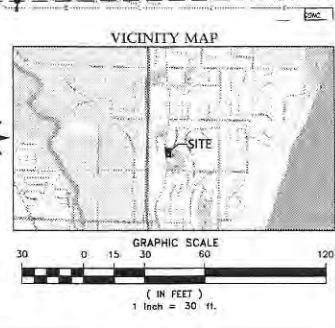
There are 64 regular parking spaces and 0 handicap space marked on the site.

Vertical datum is based on National Geodetic Vertical Datum of 1929.



LEGEND

● INDICATES FOUND 1" IRON PIPE	■ TELEPHONE PEDESTAL
○ INDICATES SET 1" IRON PIPE	■ CABLE PEDESTAL
✱ INDICATES FOUND COBBLER CROSS	■ CONTROL BOX
✱ SANITARY MANHOLE	○ FIBER OPTIC SIGN
✱ SANITARY CLEANOUT OR VENT	○ TRAFFIC LIGHT
✱ W.S. MANHOLE	○ COMMUNICATION MANHOLE
✱ UNKNOWN MANHOLE	○ BOLLARD
✱ INLET (ROUND)	○ SOIL BORING/MONITORING WELL
✱ INLET (SQUARE)	○ WATER SURFACE
✱ CURB INLET	○ METEOROLOGICAL FLAG
✱ STORM MANHOLE	○ MARSH
✱ GAS VALVE	○ FLAGPOLE
✱ GAS METER	○ PARKING METER
✱ WATER VALVE	○ SIGN
✱ HYDRANT	○ MAILBOX
✱ WATER MANHOLE	○ RAILROAD CROSSING SIGNAL
✱ WATER SERVICE CURB STOP	○ HANDICAP SPACE
✱ WELL HEAD	○ CONSPICUOUS TREE
○ STAND PIPE	○ DECIDUOUS TREE
○ WALL INDICATOR VALVE	○ SANITARY SEWER
○ LIGHT POLE	○ STORM SEWER
○ SPOT/YARD LIGHT	○ WATERLINE
○ GUY POLE	○ MARKED GAS MAIN
○ GUY WIRE	○ MARKED ELECTRIC
○ ELECTRIC MANHOLE	○ MARKED WIRE
○ ELECTRIC PEDESTAL	○ MARKED TELEPHONE
○ ELECTRIC METER	○ MARKED CABLE TV LINE
○ TELEPHONE MANHOLE	○ MARKED FIBER OPTIC
	○ FENCE



TO: Aura Living, LLC a Wisconsin Limited Liability Company
Aura, LLC a Colorado limited liability company
First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Survey, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 7(a), 7(c), 8, 9, 11, 16, 17, 18, 19, 20, 21 and 22 of Table A thereof. The field work was completed on December 4, 2017.

Date of Map: December 8, 2017
Revised: April 17, 2018
Revised: May 1, 2018

CHAPUT
LAND & SURVEYS

WISCONSIN
DONALD C. CHAPUT
S-1155
REGISTERED
LAND SURVEYOR

Donald C. Chaput
Professional Land Surveyor
Registration Number S-1115

APPLICATION FOR SITE PLAN APPROVAL

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

Name of Business: Azura, LLC

Fox Point Business Address: 1233 N Mayfair Road, Suite 301, Milwaukee, WI 53226

Local Telephone Number: 720.291.4838

Email Address: Matt@AzuraLiving.com

Contact Person: Matthew Lyons, Director of Development

PROPERTY OWNER (IF DIFFERENT FROM APPLICANT):

Property Owner: Chiswick Land, LLC

Property Owner Address: 330 East Kilbourn Avenue, Suite 600 South Tower, Milwaukee, WI 53202

Property Owner Telephone Number: 414.347.3600

Email Address: imartin@mandelgroup.com

Property Dimensions: Approximately 415.88' x 243.24'

Describe site and attach site plan: Note – please review the Application for Site Plan Approval Directions.

Please refer to attached planned development summary.

Number of parking spaces to be used by business for:

Employees: Full-Time: _____ Part-Time: _____ Peak Shift: 30 employees

Customers/clients: 1 stall per 3 units = 27 stalls

Describe alterations planned for the site including, but not limited to, changes to topography, buildings, structures, landscaping, signage, exterior lighting, parking, loading, fences, and/or traffic flow.

Please refer to attached planned development summary.

PERSON RESPONSIBLE FOR OBTAINING A BUILDING PERMIT:

Name: Matthew Lyons, Director of Development

Company Name: Azura Living

Address: 1233 N Mayfair Road, Suite 301, Milwaukee, WI 53226

Telephone Number: 720.291.4838

Email Address: Matt@AzuraLiving.com

Anticipated Occupancy Date under Building Permit: _____

NOTE:

The following information must be submitted for Village approval:

1. Definition of the project
2. Landscape plan
3. Plat of survey
4. Parking plan (including parking computations) per Chapter 745 of the Fox Point Village Code
5. Drainage plan (including drainage computations)
6. Lighting plan (including photometrics)
7. Traffic plan
8. Proposed location and connection to the sanitary sewer and water mains
9. All elevations
10. Any additional information as determined by Village staff

The Applicant is responsible for applying for an obtaining such other permits as may be applicable including but not limited to, an Occupancy Permit, Food Dealers License, Sign Permit, Building Permit, Electrical Permit, and Plumbing Permit.



Business Owner – Signature

Matthew Lyons - Director of Development

Business Owner – PRINTED Name

05/25/2018

Date

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? _____

Does the parking meet code requirements? _____

Is there proper exterior lighting? _____

Are there any existing code violations? _____

Additional Comments? _____

Letter of Consent received from owner? _____

Comments/Date

Date application/materials received: 5/31/18

Fee Paid: \$300.00 Receipt No. 1.054247

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 25th day of May, 2018.



Signature of ~~Property Owner~~ Applicant

Matthew Lyons - Applicant

Name of ~~Property Owner~~ - PRINTED

Mailing Address of ~~Property Owner~~:
Applicant

1233 N Mayfair Road, Suite 301
Milwaukee, WI 53226

Tax Key No. of Property:

0919983001

Address of Property:

7241 N Dunwood Road

Fox Point, WI 53217

For Village Use Only:

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

Signature: _____

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

414-351-8900

Receipt No: 1.054247

May 31, 2018

Azura LLC-Dunwood Site Lot 2 Site Plan

Previous Balance:	.00
LICENSES & PERMITS - BUILDING PERMIT	300.00
24-44460 BUILDING PERMIT	
Total:	300.00
CHECK	300.00
Check No: 21121	
Payor: Azura LLC-Dunwood Site Lot 2 Site Plan	
Total Applied:	300.00
Change Tendered:	.00

05/31/2018 8:30 AM

VILLAGE OF FOX POINT
F INSTITUTIONAL DISTRICT APPLICATION

PAGE 2

F INSTITUTIONAL DISTRICT APPLICATION

Name of Property Owner or Institution: Azura, LLC

Address: 1233 N Mayfair Road, Suite 301, Milwaukee, WI 53226

Contact Person: Matthew Lyons, Director of Development

Telephone Number: 720.291.4838

Email Address: Matt@AzuraLiving.com

- Attach a typed letter describing the project and explaining how the project meets the standards required in 745-20B(2). The standards to be applied are:
 - a. Appropriate in the location proposed
 - b. Compatible with the neighborhood
 - c. Not detrimental to the property values of surrounding property
 - d. In keeping with the residential character and quality of the Village
- Attach building plans, sketches, renderings, and site plans as reasonably necessary for the Village Board to form an opinion.



Signature of Property Owner or Authorized Institutional Representative

Matthew Lyons

Printed Name -Property Owner or Authorized Institutional Representative

05/25/2018

Date

TO BE COMPLETED BY THE VILLAGE OF FOX POINT

Date Received: June 1, 2018 Receipt No. 1.05421e0

VILLAGE OF FOX POINT
7200 N. SANTA MONICA BLVD
FOX POINT WI 53217
414-351-8900

Receipt No: 1.054260
Jun 1, 2018

Azura LLC-F-District

Previous Balance:	.00
LICENSES & PERMITS - OTHER PERMIT	300.00
10-44540 OTHER PERMIT	
Total:	300.00
CHECK	300.00
Payor: Azura LLC-F-District	
Total Applied:	300.00
Change Tendered:	.00

06/01/2018 11:32 AM



AZURA®

AT

Dunwood

Submittal for Site Plan Approval
F – Institutional District
Village of Fox Point

Matthew Lyons
Director of Development
Azura, LLC
1233 N Mayfair Road, Suite 301
Milwaukee, Wisconsin 53226

May 25, 2018

Mr. Scott Botcher
Village of Fox Point
7200 North Santa Monica Boulevard
Fox Point, Wisconsin 53217

Dear Mr. Botcher:

Azura is pleased to submit our application for site plan approval within an F – Institutional District for Lot 2 of the Dunwood Crossing Development. Mandel Group recently obtained approvals for their Master Planned Development including the Chiswick Apartments on Lot 1 and a proposed future senior housing development on Lot 2. Azura is currently under contract to purchase Lot 2 and plans to develop an 80-unit Memory Care Assisted Living community, Azura at Dunwood. Azura has worked closely with the Mandel Group to ensure that our planned development fits within the context of the Dunwood Crossing Master Planned Development as well as the greater community.

Azura at Dunwood will be Azura's flagship community and will serve the significant existing need for memory care within the Village of Fox Point, as well as the surrounding North Shore communities. Azura at Dunwood will be licensed as a Community Based Residential Facility ("CBRF") and will be a top Memory Care Community within the state of Wisconsin. The building will include four separate households (each with 20 units) that create smaller home like environments for our residents as well as a large central community center that will be utilized for community activities and events.

Azura is a premier provider of memory care services and programs throughout the state of Wisconsin. From homelike settings to transformational programming, our memory care assisted living communities provide a safe and nurturing place for those with Alzheimer's disease and other forms of dementia. Recognized as Wisconsin's Dementia Care Experts, our team provides advanced education in dementia care through our proprietary MOSAIC training and engagement programming. In addition to the care provided within our homes, Azura strives to become an active member of the communities in which we are located. Azura hosts annual dementia conferences, support groups and Memory Cafés, and Azura provides education on Alzheimer's and the various forms of dementia.

We look forward to the opportunity to present Azura at Dunwood to you, the Village Board, and the Plan Commission and we are excited to be a part of the Fox Point community. Thank you in advance for your consideration of our development project.

Sincerely,



Matthew Lyons
Director of Development

About Azura

Azura Memory Care was founded in 2009 with the mission to “transform the culture of care”. Since then, Azura has become a trusted provider of innovative memory care services and programs. From homelike settings to transformational programming, our memory care communities provide a safe and nurturing place for those with Alzheimer’s disease and dementia. Azura Memory Care has a team of quality of life specialists who have developed a holistic programming plan for each community. We call our programming MOSAIC, which is an acronym for Memory care professionals Offering Support through Advances and Innovation in Care. MOSAIC provides insight into the disease process, while teaching advanced dementia communication, approach and engagement techniques to stimulate and elevate the quality of life.

MISSION

TO TRANSFORM THE CULTURE OF CARE

CORE VALUES

We treat our guests and coworkers with the utmost **RESPECT**.
We help people to **RECOVER** physically, mentally and spiritually.
We encourage **INNOVATION** and creativity.
We hire and **RETAIN** the finest people.
We aim to be **EXCEPTIONAL** every day.

MOSAIC

Memory care professionals Offering Support through Advances and Innovation in Care. MOSAIC is training and programming which ensures that our team provides not just high quality care, but exceptional personalized engagements that result in magical MOSAIC Moments and radiant smiles.

MOSAIC DREAMS

What would be your best day be? It’s a simple question that we ask our residents at Azura Memory Care as part of our MOSAIC Dreams initiative. MOSAIC Dreams by Azura is a program that seeks to make the dreams and special personalized moments of joy for our residents come true.

“Just play Golf again”



“Graduate from College”

“Meet Vince Gill”



About Azura *(continued)*

Azura, headquartered in Milwaukee, currently operates 13 communities throughout the state of Wisconsin. All of Azura's communities are focused specifically on serving those with Alzheimer's and dementia (Memory Care). Through the operation of these existing Memory Care Communities, in addition to extensive research, Azura has developed a design concept that helps optimize the care we provide for those with Alzheimer's and dementia.

Recent developments include memory care communities in Oconomowoc, Wisconsin (opened in June 2016) and Oak Creek, Wisconsin (opened in August 2017). These developments have utilized Azura's household design concept and have filled a transitional role bridging from higher density real estate uses into lower intensity residential neighborhoods. These recent developments have performed extremely well and both reached stabilized occupancy within 9 months of opening. In addition, Azura Memory Care of Oconomowoc was awarded the Best of Senior Living award by SeniorHousing.com within its first year of operation.

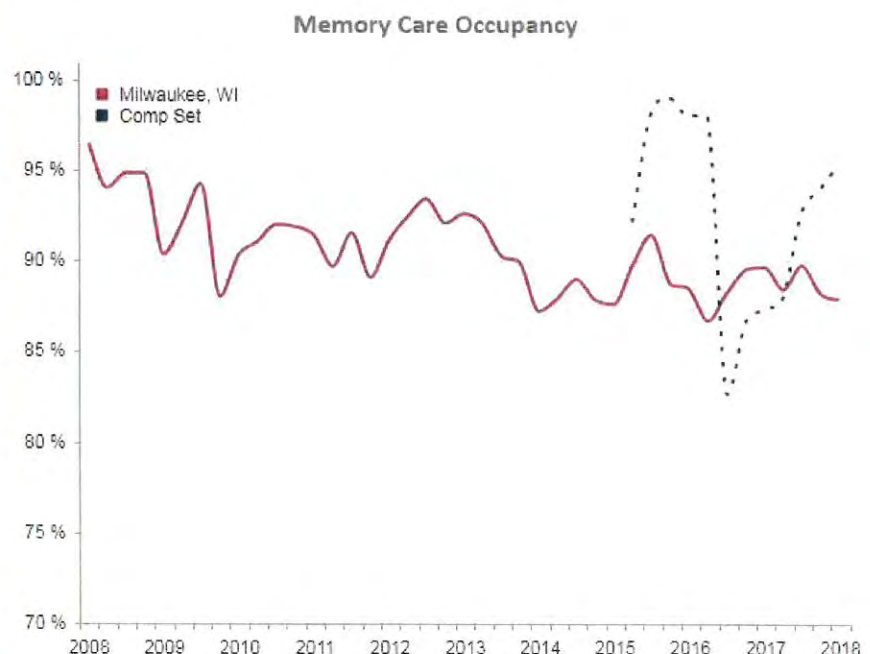
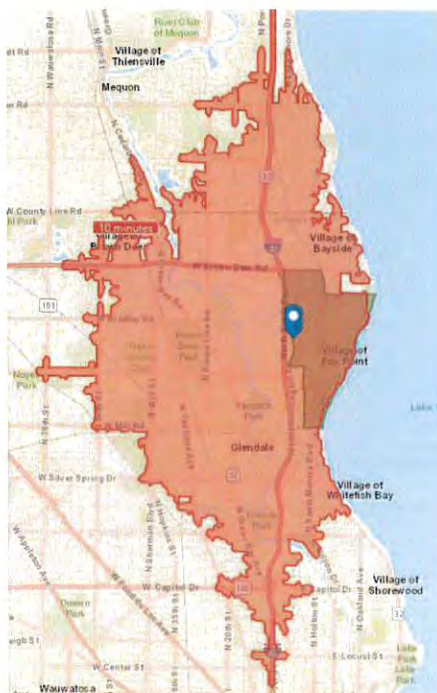


The Need for Memory Care

There is an estimated 5.7 million Americans living with Alzheimer's dementia in 2018, and more than 1 in 10 people over the age of 65 has Alzheimer's. As the number of older Americans grows rapidly, so too will the numbers of new and existing cases of Alzheimer's. Today, someone in the United States develops Alzheimer's every 65 seconds. (*Alzheimer's Association*)



Within a 10-minute drive of the proposed Azura at Dunwood, the population over the age of 65 is 14,674, indicating that as many as 1,900 people with Alzheimer's live within this area. This same area currently includes only 150 Memory Care Units and the average occupancy within those units is 95.3%, according to the National Investment Center for Seniors Housing (*NIC Map 1Q2018*).



Dunwood Crossing

Mandel Group recently received approvals for the redevelopment of the Dunwood School site, known as Dunwood Crossing, into a master planned development consisting of the Chiswick at Dunwood Apartments by the Mandel Group on Lot 1 and a future senior living use on Lot 2. Below is the Development Overview that was included in Mandel's submission.



DEVELOPMENT OVERVIEW

Multifamily

Dunwood Crossing includes a total of 105 market-rate luxury apartment homes contained in four buildings. 100% of residents' parking needs are met with underground parking. The two buildings closest to Dunwood Road are set a minimum of 100 feet from the street edge and will be 2-stories, while the buildings at the south end of the site will be 3-stories. Rental ranges for the development will range from \$1,550 for a one bedroom unit to \$3,200 for a three bedroom unit.

Senior Living

The senior living component consist of approximately 80 beds within assisted living and memory care facilities. We located the senior care on the North Port Washington Road corridor. The low-intensity nature of senior care makes it an outstanding transitional use from the mixed commercial uses along Port Washington Road to the residential uses to the east. The area surrounding the facility will receive a natural landscaping treatment with berms and opaque landscaping along the northern boundary to shield the senior facility from single-family homes on Dunwood Road. It should be noted, the senior living will be developed at a future date. The use is permitted by the current zoning and as such Mandel is not proposing any zoning modification related to the senior housing use. The senior living discussion included herein is for the intended purpose of providing the overall context of the redevelopment.

Clubhouse & Community Room

The clubhouse is located in proximity to the park includes a roughly 800 square foot community room available for local civic groups. The addition of a community room was direct input that came through at our neighborhood meetings. We understand this was an important feature for local community groups and feel it is a valuable way to welcome the community into our development. In addition to housing our full time on-site property staff, the clubhouse will also feature high-demand lifestyle amenities including a fitness center, kitchen, outdoor patios, grilling centers and other amenities.

Community Park & Walking Trails

The site plan creates a substantial landscaped buffer between the Dunwood Road residential neighborhood and the apartments, while at the same time the expansive green space transforms the area along Dunwood Road into a community park. Walking trails surround the development and include furnishings like benches and dog clean-up stations. The installation and maintenance of all site areas and green space elements will be paid for by Mandel.

Azura at Dunwood

Azura is under contract to purchase the senior living parcel (Lot 2) of Dunwood Crossing from Mandel Group. The planned development will include 80 units and will be licensed as a Community Based Residential Facility ("CBRF"). This will bring much needed memory care services to the Village of Fox Point and will allow Village residents to age in place within the community.

Azura at Dunwood will be Azura's flagship community and will bring a combination of best in class building and care to the Village of Fox Point.



Comprehensive Plan

The planned Azura at Dunwood development is consistent with the vision of Village of Fox Point Comprehensive Plan. The planned development is a permitted use under the existing zoning and provides a housing option that will allow seniors to be able to age in place within the Village.

Chapter 4: Housing

"Provide a range of housing choices that meet the needs of persons of all income levels and age groups and persons with special needs."

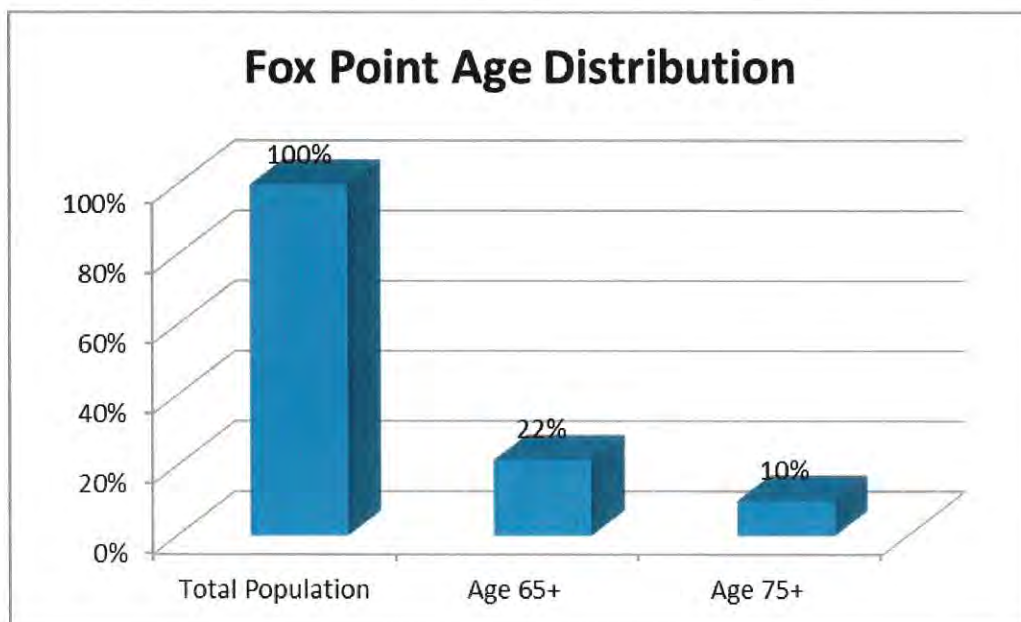
Seniors Housing: "As the population of the Village ages, several types of senior housing with varying levels of care for a range of incomes may need to be provided. These levels may include ... or assisted living communities..."

Goal Three: Establish Fox Point as a community where residents can "age in place." Continue to provide adequate housing choices that allow residents to remain in the Village despite changes in household size, income, mobility, or ability to perform household maintenance.

Chapter 8: Land Use

The use of the site is consistent with existing zoning and planned land use.

The planned development will serve a growing segment of the Fox Point population. It is currently projected that 22% of the population within the Village is over the age of 65.



Zoning



The subject parcel maintained its original F-Institutional zoning through Mandel's approval process with the remainder of the Master Planned Development. The existing zoning allows for senior care as permitted under Section 745-20 A.(3) of the Zoning Code "Convalescent or nursing homes or similar institutions for the accommodation of the aged or infirm".

Azura at Dunwood, a Memory Care Assisted Living development that will be licensed as a Community Based Residential Facility ("CBRF"), fits the definition of a permitted use under this section.

Site Plan



The Azura at Dunwood site plan is substantially similar to the planned Lot 2 – Senior Housing Site Plan that was included in Mandel Group's Master Planned Development approval. The proposed site plan meets or exceeds all requirements under the Zoning Code.

Frontage: The proposed site plan shows 293.17' of frontage face Port Washington Road vs. 140' of frontage required per the code.

Setbacks: The building maintains a setback of 90' from the center line of Port Washington Road.

The calculated side yard setback requirement based upon the 237' length of the building equates to 69.2'. The actual side yard setbacks provided are 75' in the northern side yard and 82' in the southern side yard.

Height: The proposed building height to the highest point of the 2-story building is 31'. This is below the maximum allowed height of 35' under the zoning code.

Coverage: The actual lot coverage ratio is 30.0% vs. the allowed 35.0%.

In addition to zoning restrictions placed on the parcel, Azura has conformed to Mandel's additional restrictive covenants against Lot 2, including overview of architecture, landscaping, and the overall site plan.

Architecture



The architectural inspiration for Dunwood Crossing is the English arts and crafts style. The intent of specifying an architectural style was to create a cohesive, high-quality design across the entire Master Planned Development. Through engagement with our architects and Mandel Group, Azura has developed a building design within the same English arts and crafts style, but with unique uses of colors and materials that distinguish Azura's buildings from the Chiswick Apartments while providing a consistent character that fits within the master development as well as the greater community.



Parking

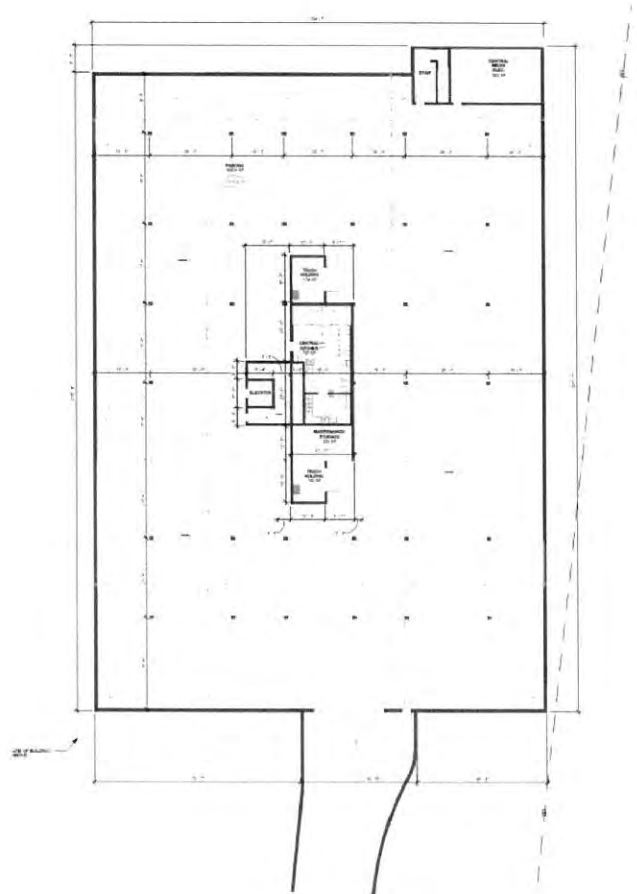
Parking needs at Azura at Dunwood are calculated based on a ratio of 1 stall per 3 residents plus 1 stall per employee calculated based upon the number of employees on the peak shift.

Azura at Dunwood will have 80 units and allow up to 96 residents. A parking ratio of 1 stall per 3 residents would require between 27 and 32 parking stalls.

The peak shift of employees at Azura of Dunwood is expected to be 30 employees. An employee parking ratio of 1 stall per 1 employee would require 30 parking stalls

The total calculated parking need for the development is projected to be between 57 and 62 parking stalls.

The proposed site plan currently shows 74 parking stalls in the under ground parking structure plus an additional 16 surface stalls for a total of 90 parking stalls. Although the total parking is more than adequate for this development, a number of surface parking stalls is required for non-family visitors.



Staffing



To hire and retain the finest people is one of Azura's core values. Azura anticipates hiring over 100 new team members at Azura at Dunwood.

Azura has strict internal processes to ensure that we hire the finest team members who will align with our mission to transform the culture of care. As a part of these processes, all employees undergo state and federal background checks as well as an extensive interview process.

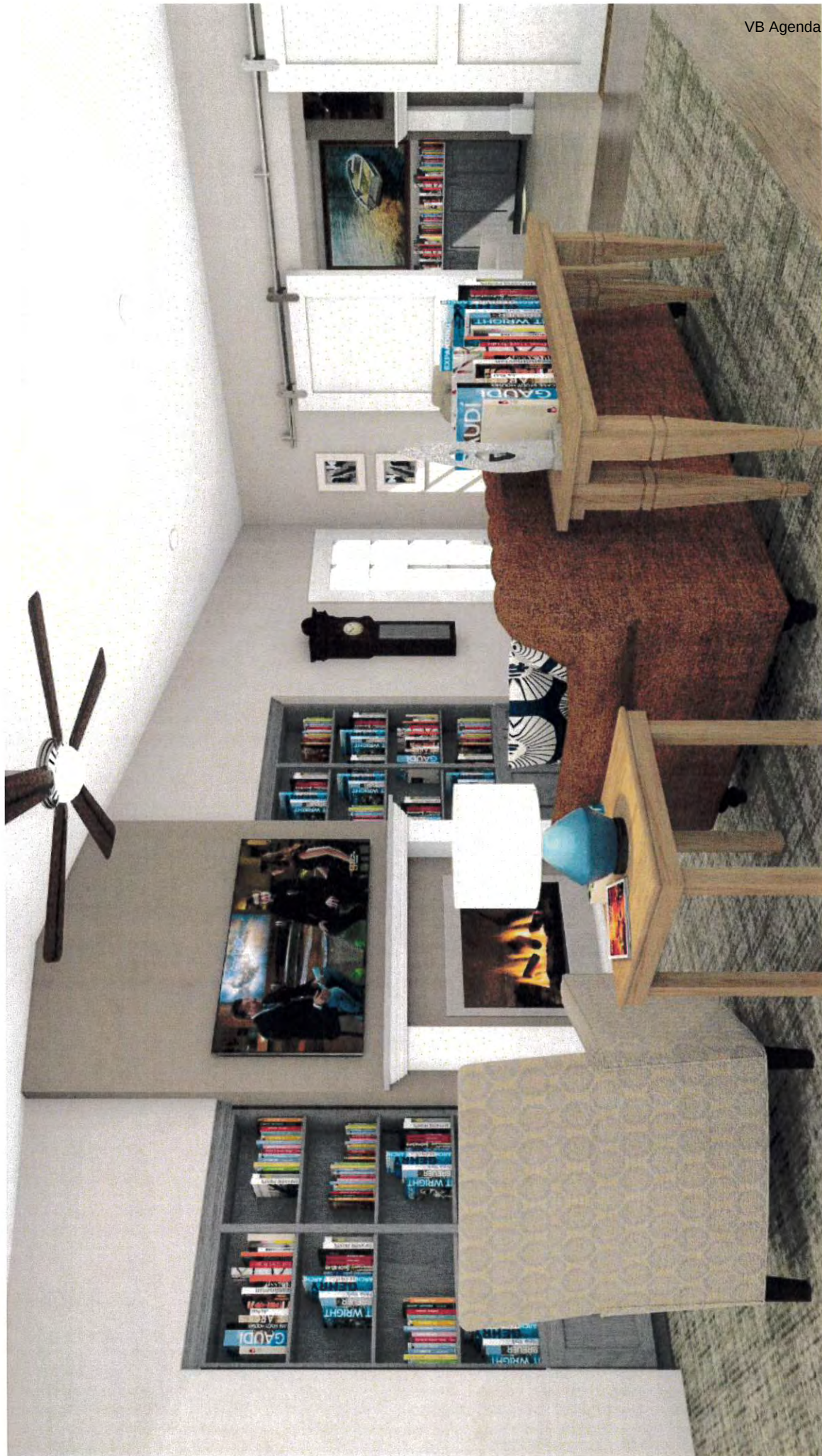
Once hired, Azura team members receive over 110 hours of training within their first year including our proprietary MOSAIC training which ensures every team member has an enhanced understanding of memory loss and recognizes how to properly communicate and engage those within our family of care.



Project Renderings









Architectural Plans



**action pact
design group**

AZURA AT DUNWOOD
KANSAS CITY, MO 64111
816.393.3988

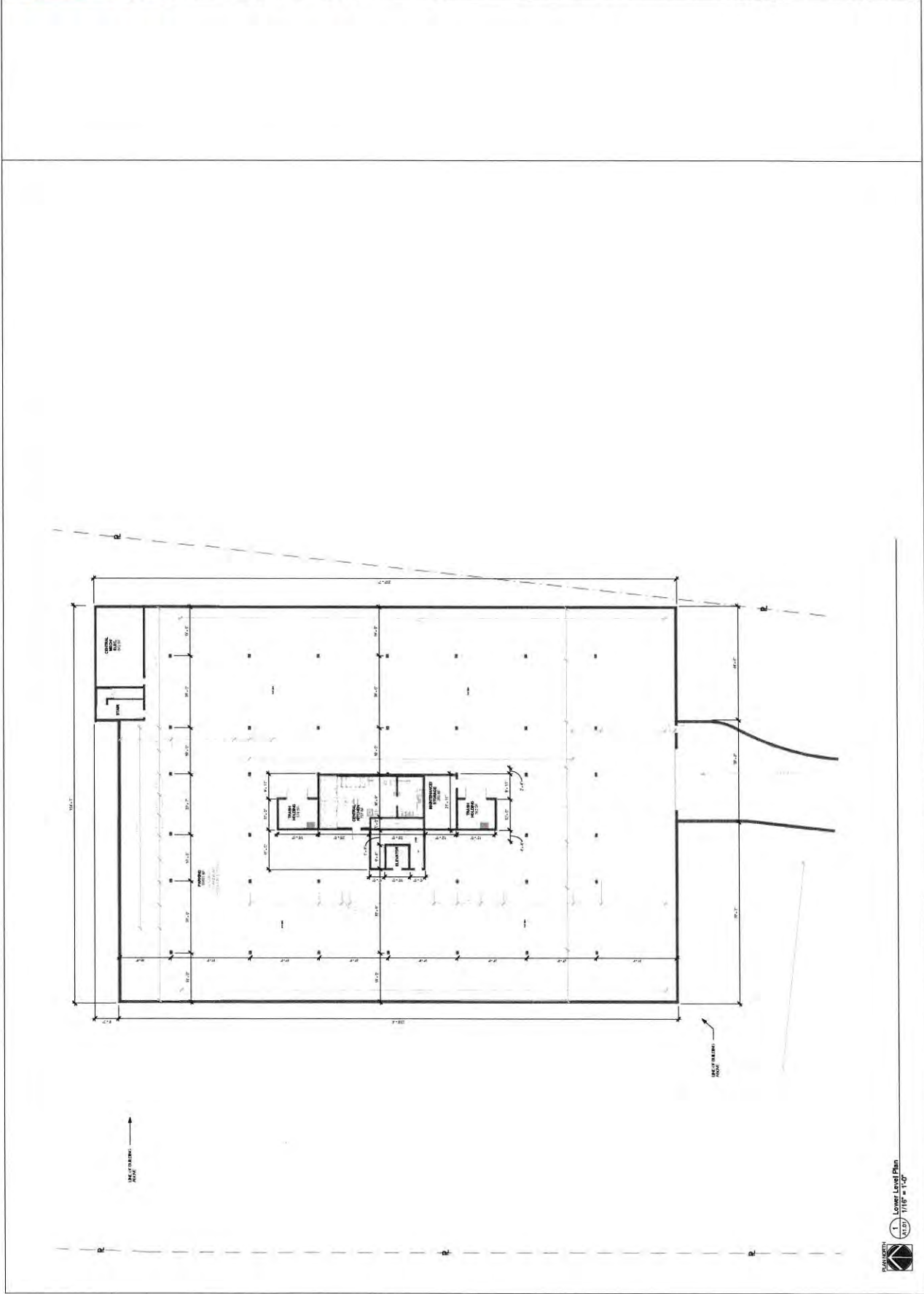
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Azura at Dunwood
Fox Point, WI 53217

JOB NO:	18-158
DATE:	5-1-18
ISSUE RECORD:	
REVISIONS:	

Lower Level Plan

A1.01





**action pact
design group**

435 SEVEN RIVERS
KANSAS CITY, MO 64111
816.535.3898

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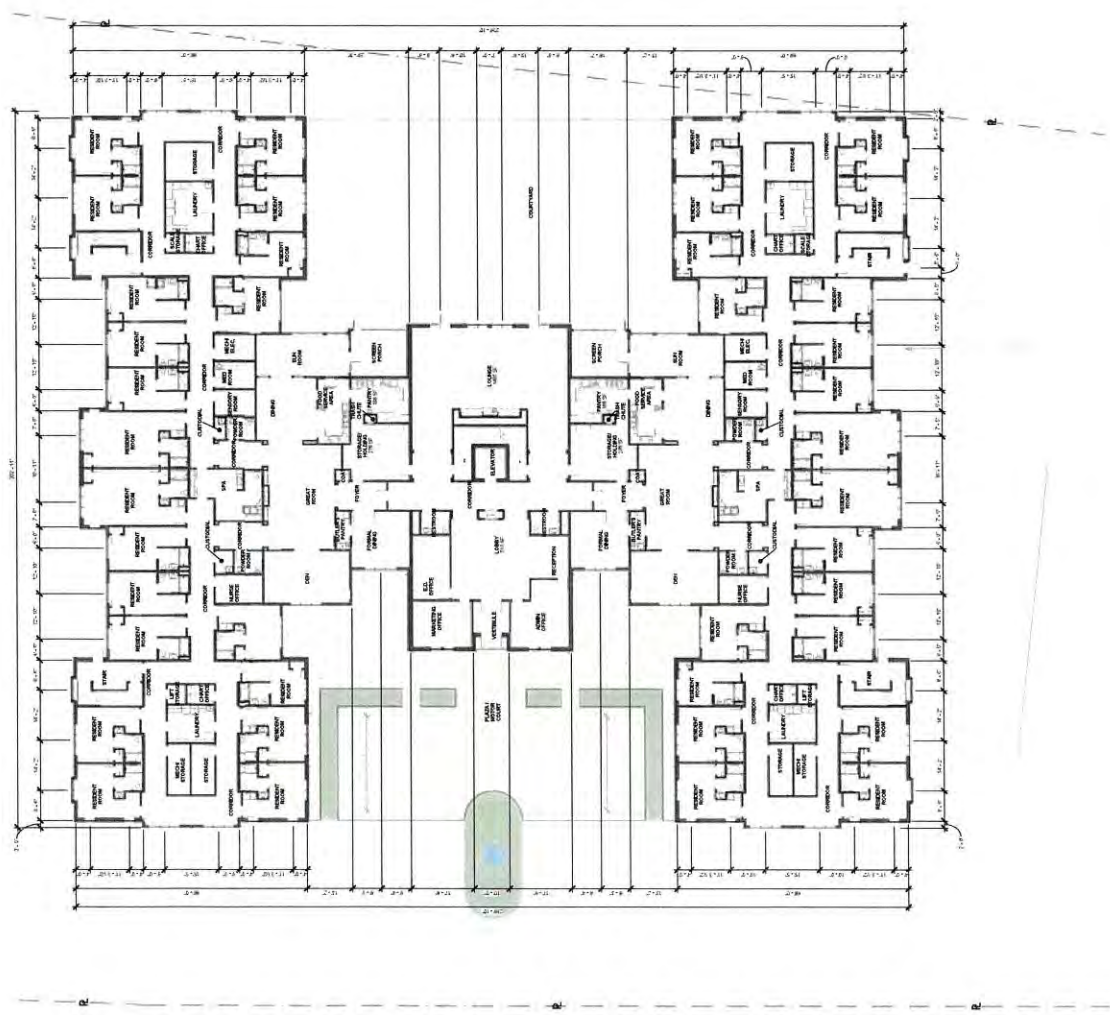
Azura at Dunwood

Fox Point, WI 53217

JOB NO. 18-156
DATE 5-1-18
ISSUE RECORD:
REVISIONS:

First Floor Plan

A1.02



1 First Floor Plan
1/8" = 1'-0"



423 WESTPORT ROAD
KANSAS CITY, MO 64111
816.359.3898

[illegible]

Azura at Dunwood

Fox Point, WI 53217

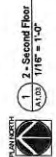
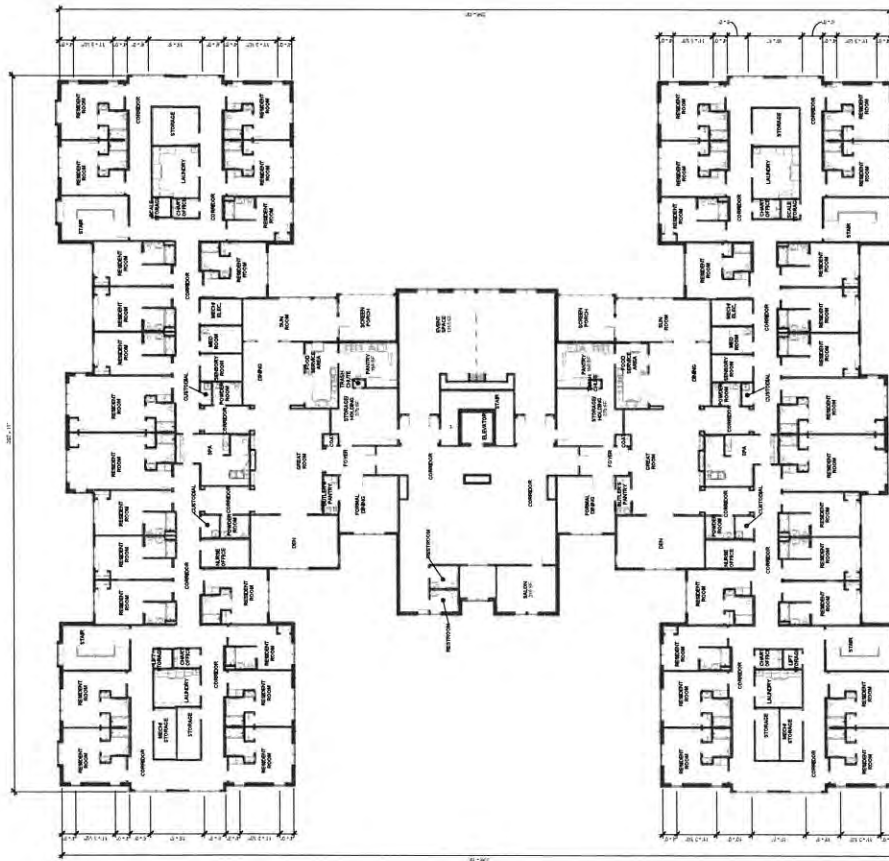
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DATE:	5-11-18

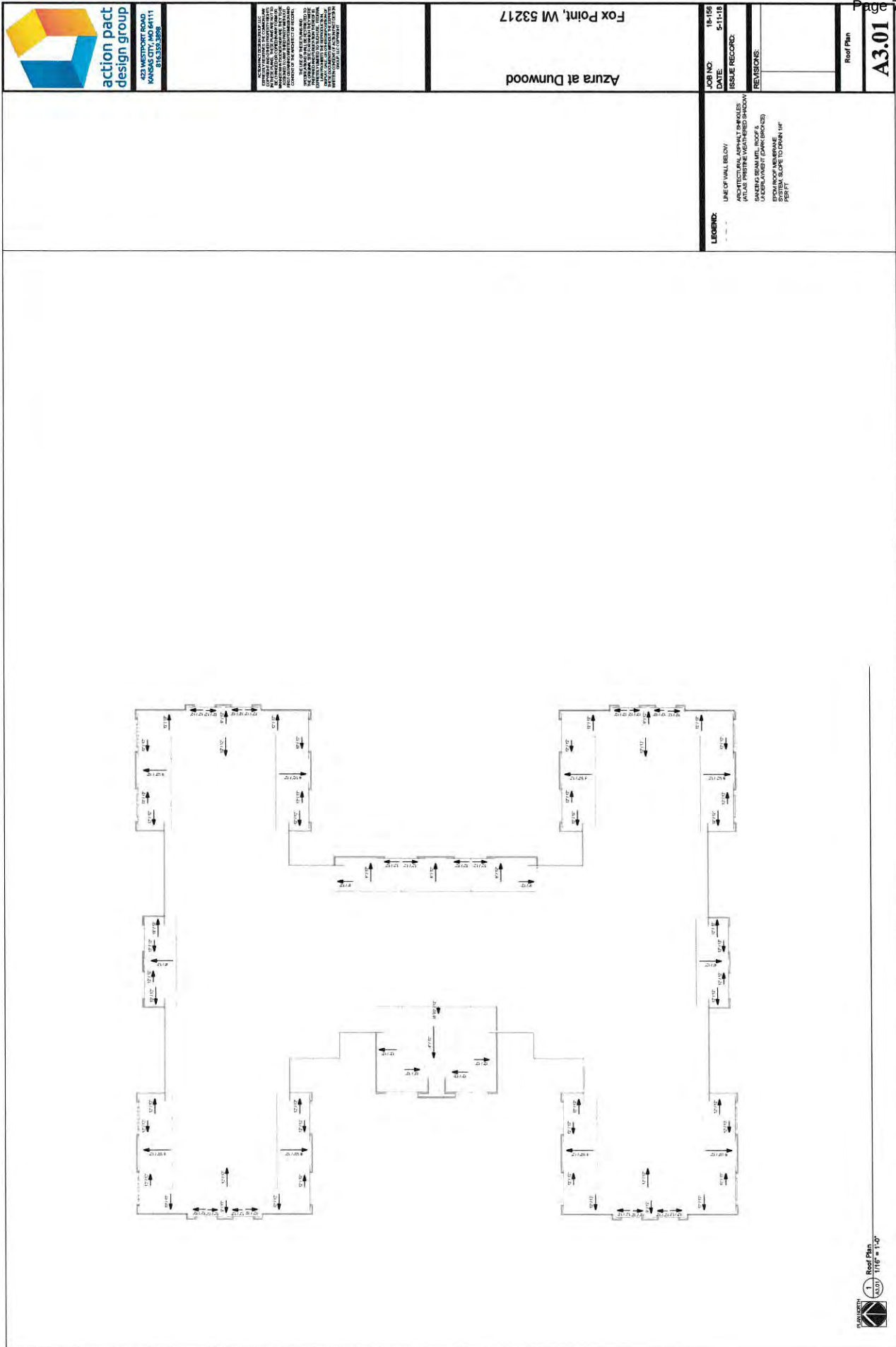
DATE: _____
ISSUE RECORD: _____

REVISIONS:

Second Floor Plan

A1.03







action pact
design group

12345678901234567890
KANSAS CITY, MO 64111
816.333.3333

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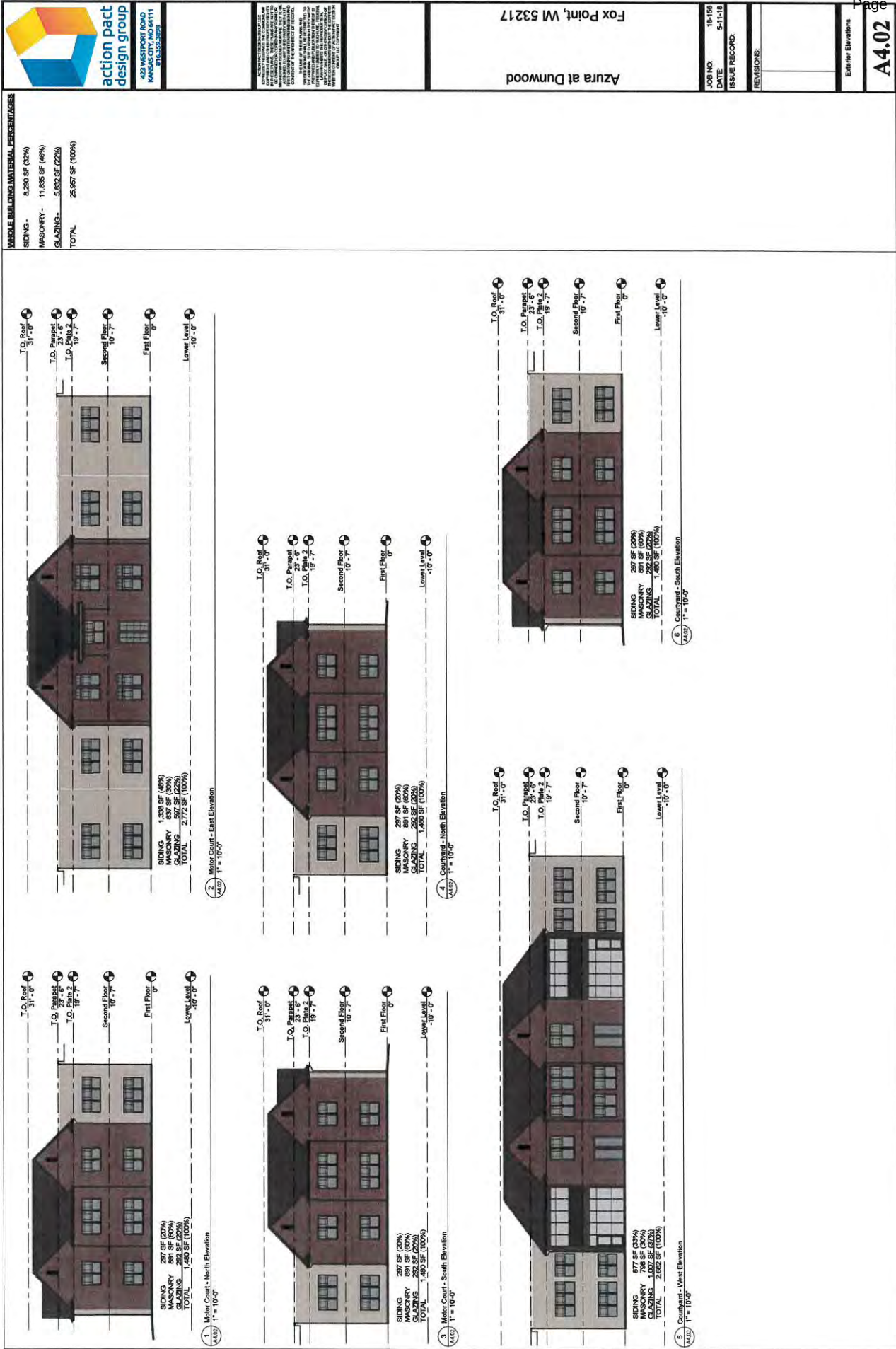
Azura at Dunwood
Fox Point, WI 53217

JOB NO. 15-156
DATE 5-1-18
ISSUE RECORD

REVISIONS

Exterior Elevations

A4.01



423 WESTPORT ROAD
MADISON, WI 53711
608.352.3298

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Azura at Dunwood
Fox Point, WI 53217

JOB NO: 18-159
DATE: 5-11-18
ISSUE RECORD:
REVISIONS:

Exterior Elevations
A4.02



5 From Driveway



6 Front - View From North Porch



2 From NW Corner



3 Entrance



4 Courtyard

Azura at Dunwood
Fox Point, WI 53217

A9.01
Perspectives

action pact design group
423 WESTPORT ROAD
KANSAS CITY, MO 64111
816.539.3898

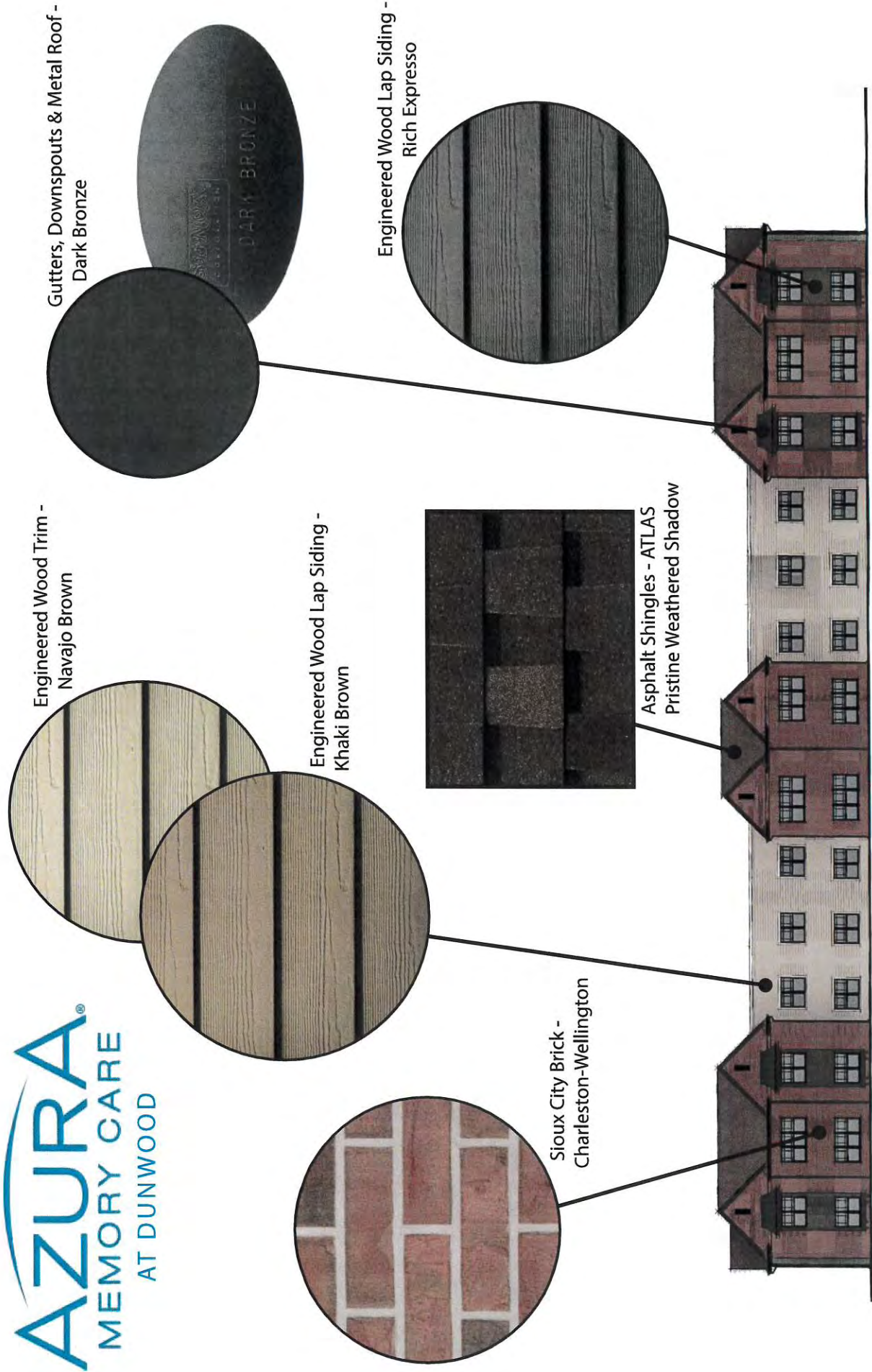
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DATE	DESCRIPTION
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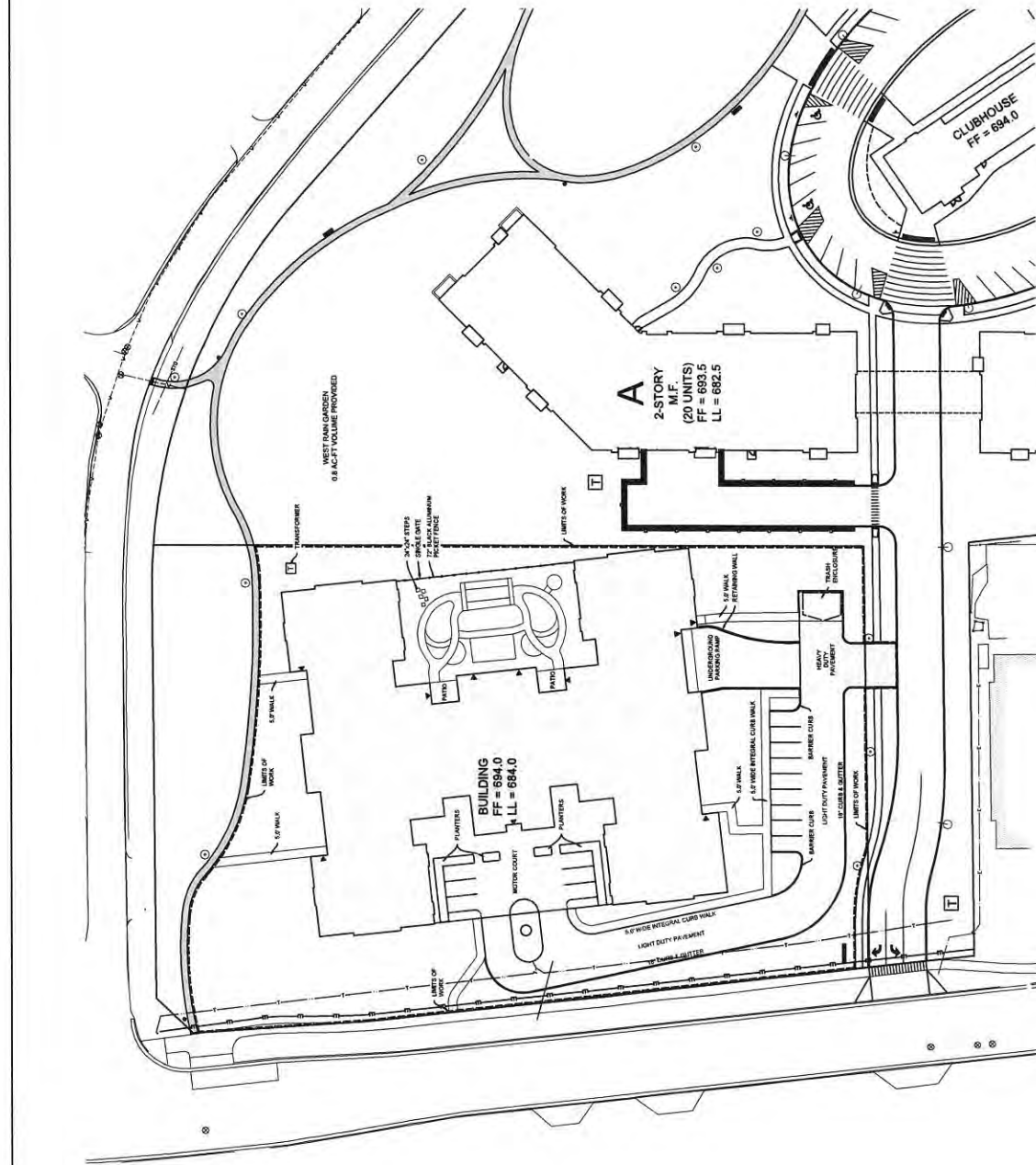
Architectural Material Board

Tuesday, May 29, 2018

AZURA[®]
MEMORY CARE
AT DUNWOOD



Civil Plans



LEGEND

[Symbol]	LANDSCAPE ELEMENTS
[Symbol]	30' WIDE STRIP OF LANDSCAPING
[Symbol]	TRANSFORMER
[Symbol]	TRASH ENCLOSURE
[Symbol]	HEAVY DUTY PAVEMENT
[Symbol]	CONCRETE DRIVEWAY
[Symbol]	PAVED DRIVE
[Symbol]	PAVED DRIVE



REVISIONS

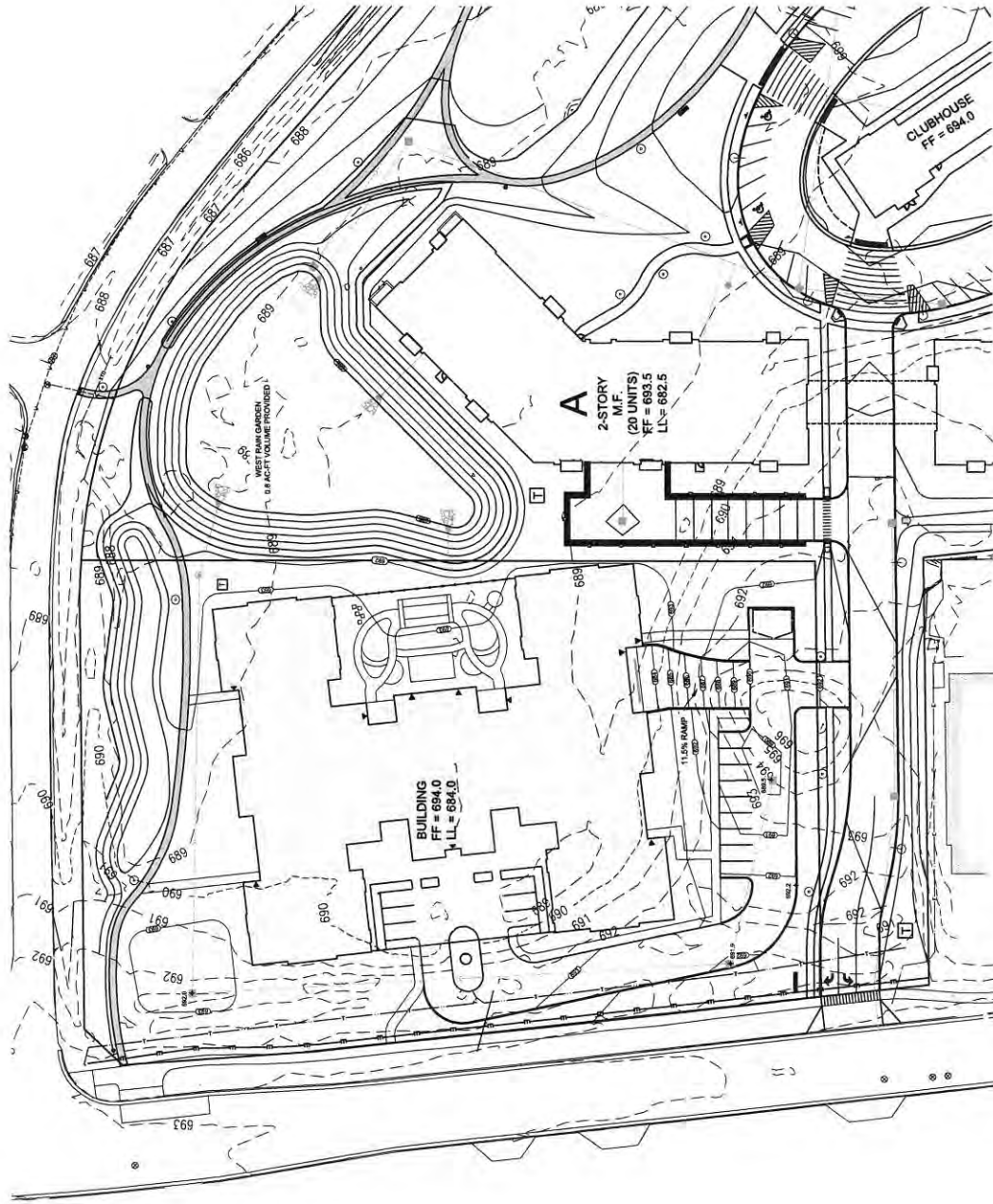
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8	06/12/2018	ISSUED FOR PERMIT
9	06/12/2018	ISSUED FOR PERMIT
10	06/12/2018	ISSUED FOR PERMIT

SITE PLAN

AZURA FOX POINT
FOX POINT, WI

PINNACLE ENGINEERING GROUP
INCORPORATED
10000 WISCONSIN AVENUE
SUITE 100
MILWAUKEE, WI 53226
(414) 761-1000
WWW.PINNACLE-ENGR.COM

PLANNING DESIGN DELIVER
ARCHITECTURE
ENGINEERING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
ENVIRONMENTAL DESIGN
CONSTRUCTION MANAGEMENT



GRAPHICAL SCALE (FEET)

0 1" = 30' 60'

REVISIONS	

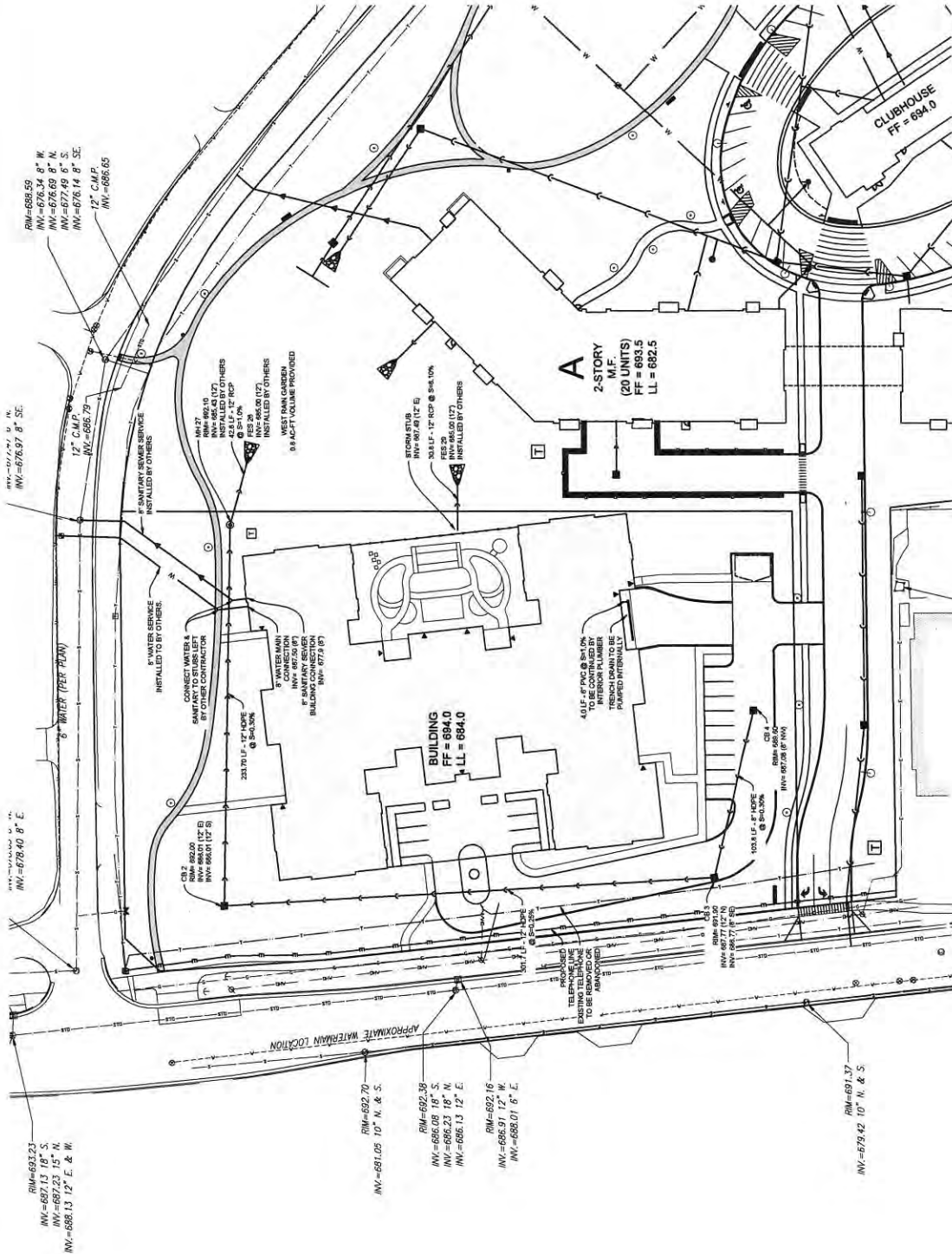
AZURA FOX POINT
FOX POINT, WI

PLAN | DESIGN | DELIVER

PINNACLE ENGINEERING GROUP

E:\PROJECTS\2013\588 00-W\ICAD\SHEETS\2-2 GRADING PLAN.DWG

LEGEND	
	SANITARY SEWER MANHOLE
	STORM SEWER MANHOLE
	STORM SEWER CATCH BASIN RECTANGULAR CATCHING
	STORM SEWER CATCH BASIN RECTANGULAR CATCHING
	PRECAST CONCRETE FLARED END SECTION
	CLEANOUT
	VALVE BOX
	FIRE HYDRANT
	SANITARY SEWER FORCE MAIN
	STORM SEWER FORCE MAIN
	SEWER TILE
	WATER MAIN
	GAS MAIN
	FIRE PROTECTION UTILITY CROSSING
	ELECTRICAL CABLE
	GAS MAIN
	TELEPHONE LINE
	OVERHEAD WIRES
	ELECTRICAL TRANSFORMER OR POLE
	POWER POLE
	STREET LIGHT
	STREET BOX



REVISIONS	
NO.	DESCRIPTION

UTILITY PLAN

AZURA FOX POINT
FOX POINT, WI

PLAN | DESIGN | DELIVER
Pinnacle Engineering Group
ENGINEERING | MATERIALS | SURVEYING
Pinnacle Engineering Group, Inc.
10000 WISCONSIN DRIVE
WISCONSIN, WI 53190
(262) 231-1100

[illegible]

REGULAR DUTY PAVEMENT SECTION

CONCRETE SIDEWALK

OPTICAL FACE CURB

Photometric Plans



423 WESTPORT ROAD
KANSAS CITY, MO 64111
816.359.3559


Landscape Architecture
P.C. 00000000
Landscape Architecture
P.C. 00000000

PROGRESS DOCUMENTS
NOT FOR CONSTRUCTION

FOX POINT, WI 53217

AZURA AT DUNWOOD

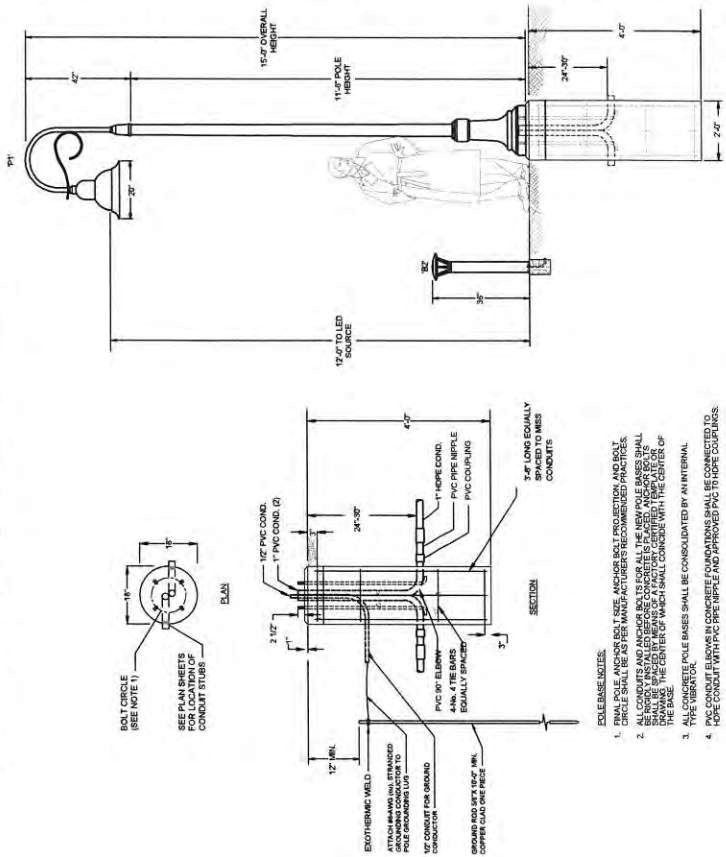
CONTRACT NO. 18-5851-00
DATE: 05.11.2018
ISSUE RECORD: PERMIT

REVISIONS:

SITE LIGHTING
PHOTOMETRIC PLAN
E001

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Max Circle	+	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%



'B2' & 'P1' FIXTURE ELEVATION
NOT TO SCALE



Landscape Plans



Landscape Development for
Fox Point, WI 53217
Azura Fox Point

David J. Frank
Design Group
1400 E. Wisconsin Ave.
Suite 100
Milwaukee, WI 53212
Tel: 414.333.8888
Fax: 414.333.8889
www.djfrank.com

Landscape
Development by
Jillery & Miller

Sheet
1 of 5

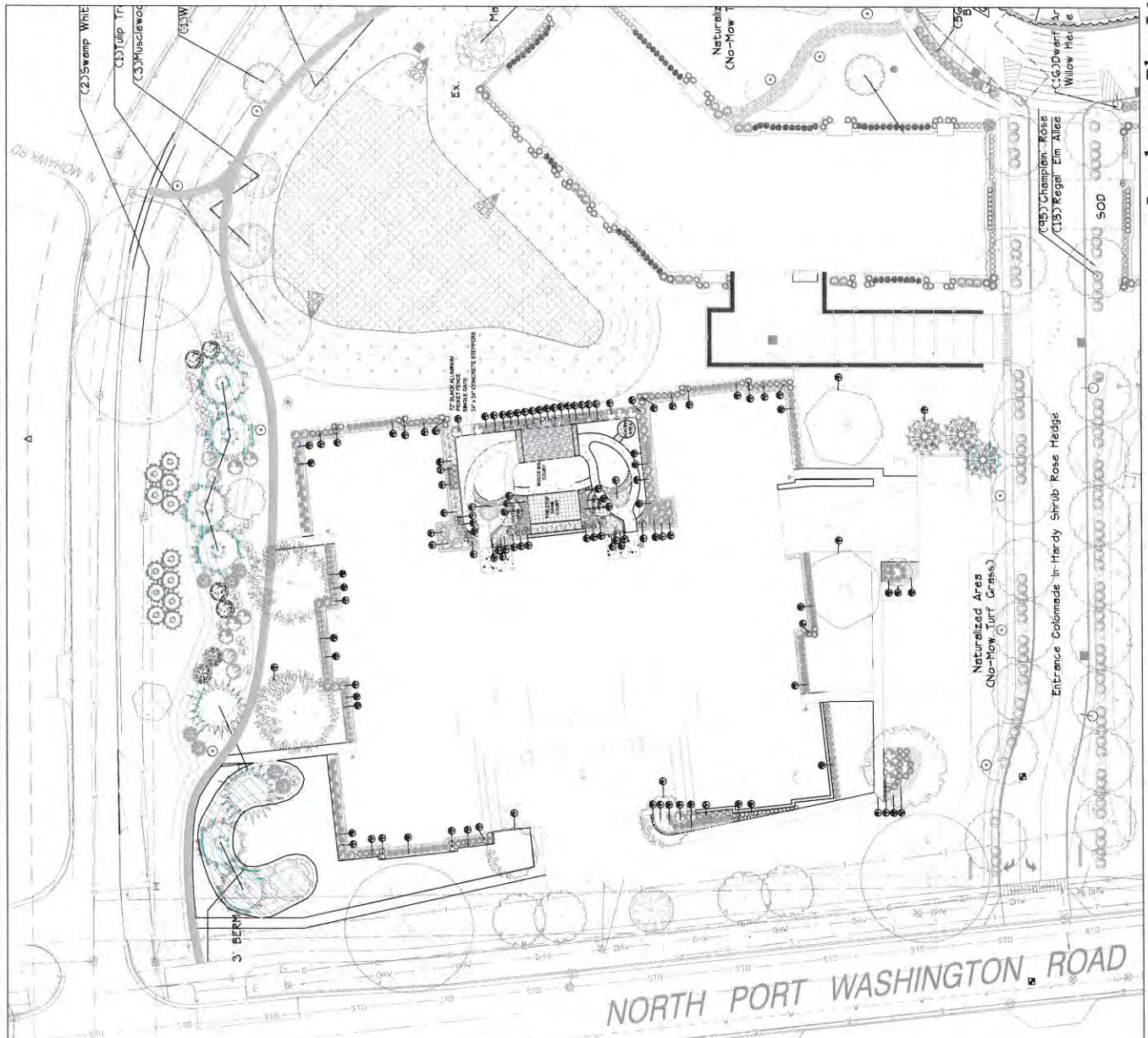
DATE
10/1/18



Landscape Plan L1

Scale: 1" = 20'

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HATCH LEGEND

- STONE MANTLE/STEP
- REGULATIVE CURBWAY OR JOY PARKING
- TURF
- CRUSHED LIMESTONE
- CONCRETE

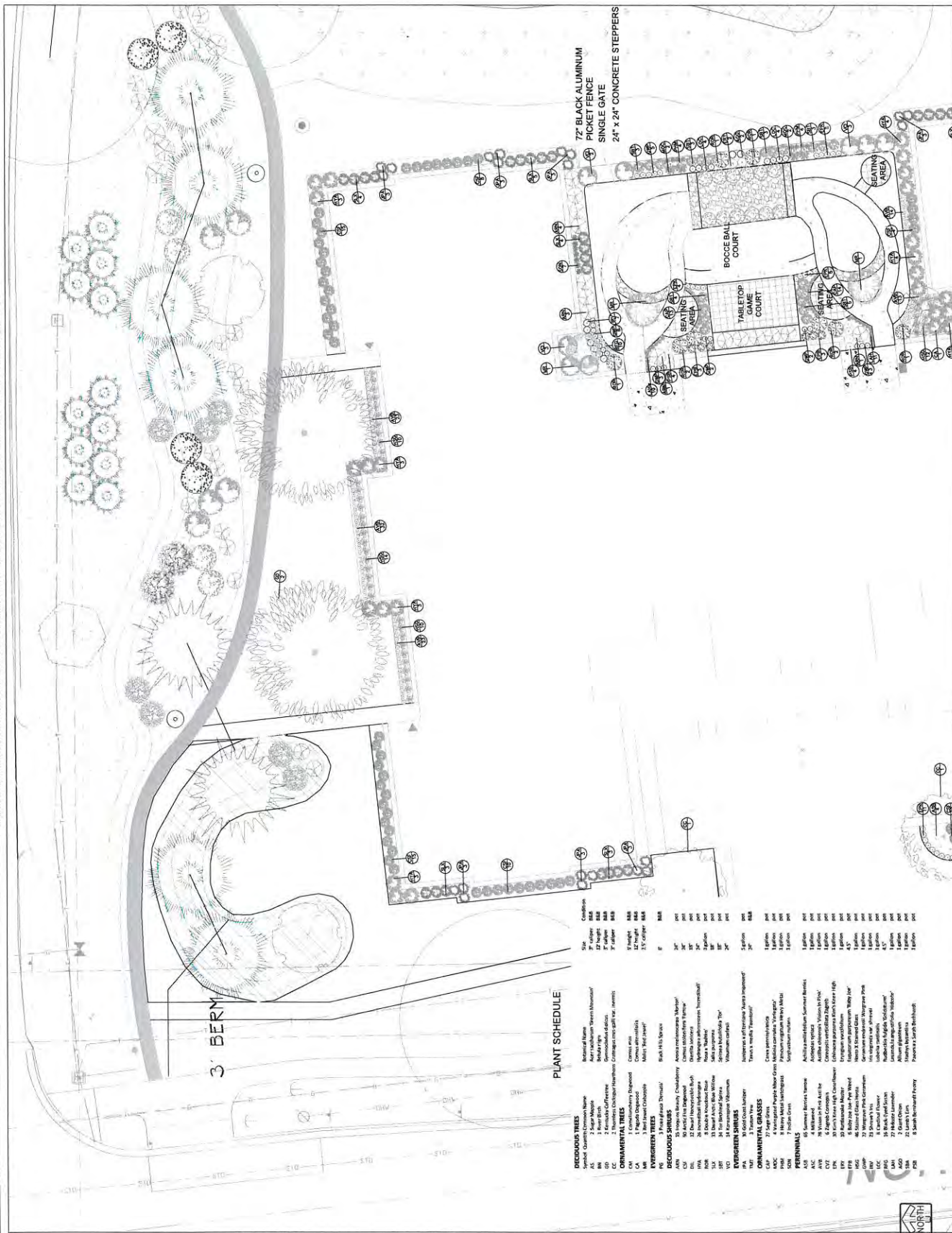
PLANT SCHEDULE

DECIDUOUS TREES	Size	Condition
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100. 2' x 4' x 10' Maple	2' x 4' x 10'	Good



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North Landscape Plan L2

Scale 1" = 10'

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Landscape Development for
Azura Fox Point
Fox Point, WI 53217

David J. Frank
Design Group
11111 Wisconsin Avenue
Suite 100
Washington, DC 20005
Tel: 202.331.1111
Fax: 202.331.1112
www.djfrank.com

Landscape
Development by
Jolley & Allen

Sheet 2
of 5

Date: 10/18/18
Notes:

South Landscape Plan L3

Naturalized Area
(No-Mow Turf Grass)

PLANT SCHEDULE		
DECIDUOUS TREES		
AC	1. American Elm	10'
AB	2. Sugar Maple	10'
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 10 FT. (3.05 M.)

 TREE PLANTING - DECIDUOUS

 Scale: Not To scale

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Azura Fox Point
Landscape Development for
Fox Point, WI 53217

David J. Frank
Design Group
14100 W. 10th Ave.
Suite 100
West Allis, WI 53227
Tel: 414.438.1111
Fax: 414.438.1112

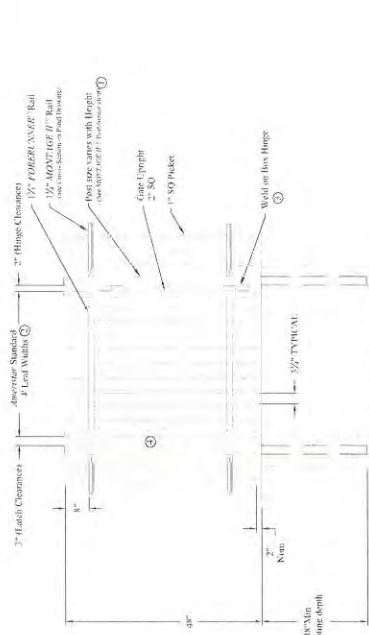
Landscape
Development by
J. Frank & Son

Sheet 1
of 4

Scale: 1/8" = 1'-0"

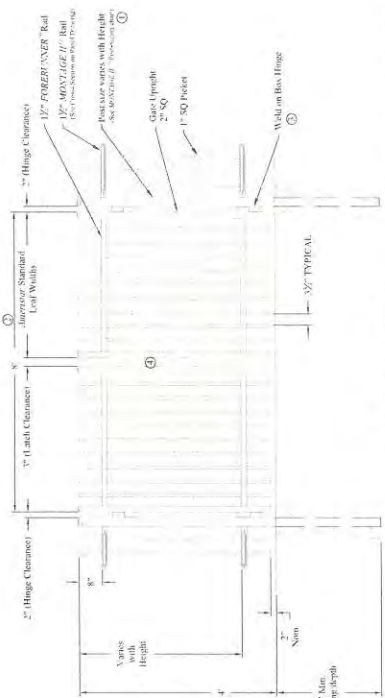


Fence Details L5



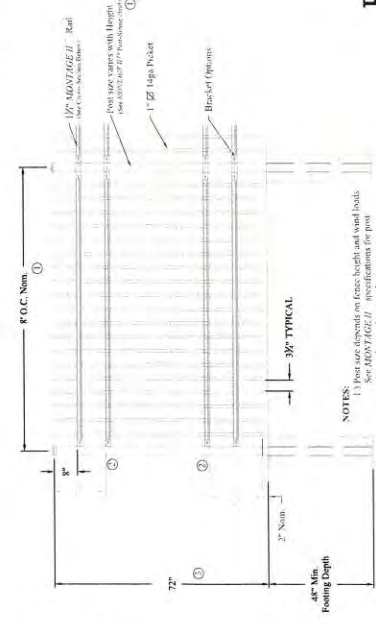
Single Gate Arrangement

- 1) Post size depends on fence height, weight and wind loads. See MONTAGE II specifications for post sizes. Custom gate openings available for special use to suit local conditions.
- 2) Use 1/2\"/>
- 3) Use 1/2\"/>
- 4) For lock use Top Pull Magna Lock from fence supplier see specifications for further detail.



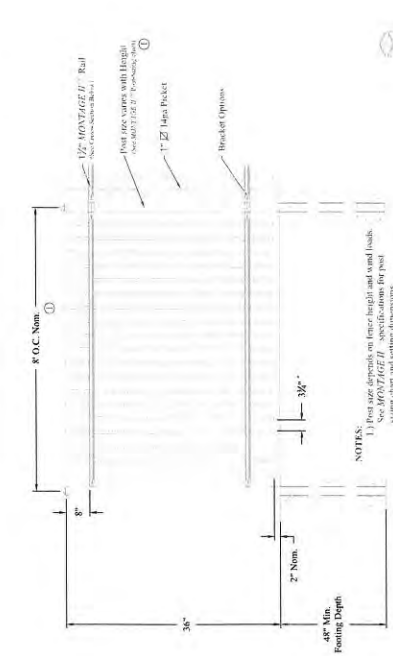
Double Gate Arrangement

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.



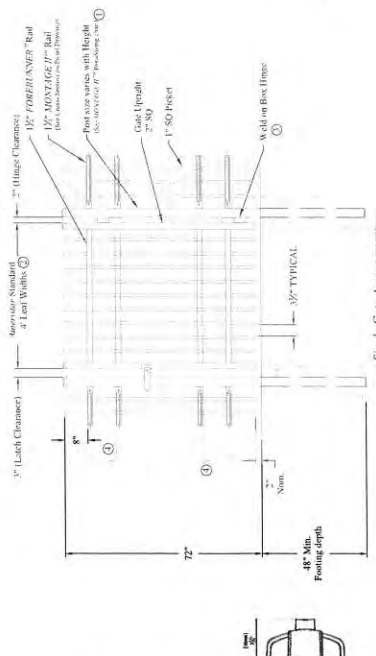
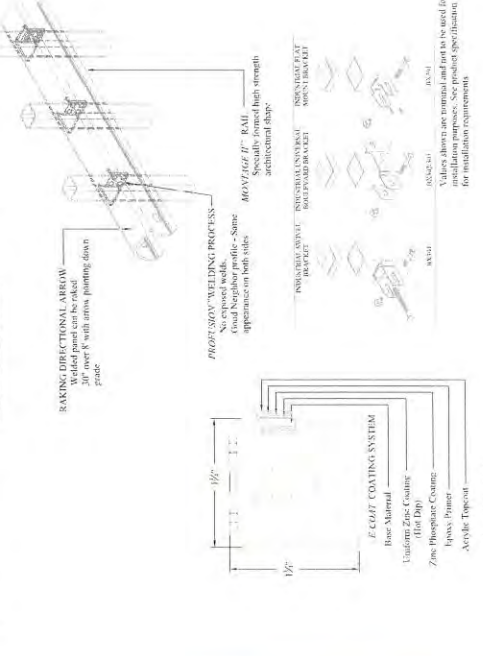
Single Gate Arrangement

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- 2) Use 1/2\"/>
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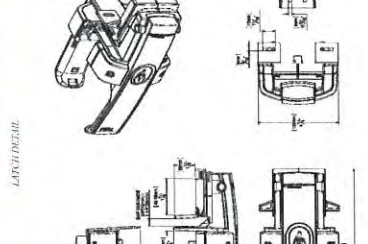
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Single Gate Arrangement

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VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village Board

From: Scott Botcher 

cc:

Date: June 7, 2018

Re: Health Department Agreement

Another area of Shared Services agreement review the Managers have been examining is the Health Department agreement. We all asked Ann Christianson, Director, to draft a memo explaining the rationale and she has done so. It is included in hereafter.

As she indicates, recent changes in State Law and the age of the prior agreement predicated some modifications. I won't recite the process or formulation as she does so eloquently in her memo.

Suffice it to say that these changes will cost Fox Point, Glendale and Whitefish Bay more than previously, but there is a 5 year phase in to mitigate the impact. Our impact will be approximately \$3000 per year. Charts in Ann's memo show the costs per community clearly.

While I would prefer not to have increases, I understand that by using this methodology, our costs will increase. Candidly, using almost any of the methodologies we examined resulted in our costs increasing.

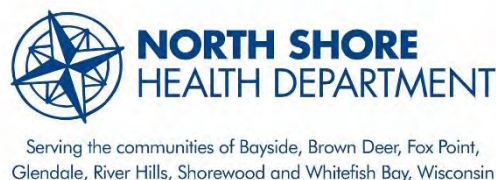
As I stated in my previous memo regarding Dispatch and (separately) examining the Fire formula, the overall cost of these shared services are more important than any singular shared service cost. While I like to get the best deal possible, in this case, given State mandates (primarily), this is the best approach by far to meet our public health needs, and I would ask for your approval via the Consent Agenda.

As always, please contact me with any questions.

Memorandum

Date: June 12th, 2018

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



From: Ann Christiansen, Health Director/Officer

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

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

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

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

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

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

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

			Usage based on Communicable Disease Investigation Weight				
			35% Usage			65% Per Capita	
Current			\$165,429			\$307,224	
	\$		\$	\$18,381 per unit	Weighted units (See Weighted Unit Table)	\$4.74 per capita	Population
Bayside	27,697	6%		6,066	0.33	20,804	4,389
Brown Deer	133,005	28%	18,381	31,432	1.71	56,875	11,999
Fox Point	28,737	6%		12,315	0.67	31,763	6,701
Glendale	68,157	14%		28,674	1.56	61,013	12,872
River Hills	9,737	2%		3,125	0.17	7,570	1,597
Shorewood	135,604	29%	18,381	25,917	1.41	62,388	13,162
Whitefish Bay	69,716	15%		21,138	1.15	66,881	14,110
	472,653		36,762	128,667	7	307,294*	

*Differences due to rounding adjustments.

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

Weighted Unit Table*

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

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

VILLAGE OF BROWN DEER

AND

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

AGREEMENT FOR PUBLIC HEALTH SERVICES NORTH SHORE HEALTH DEPARTMENT

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

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

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

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

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

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

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

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

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

SCOPE OF CONTRACT

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

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

DURATION

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

SCOPE OF SERVICES

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

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

BOARD OF HEALTH

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

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

CHARGES

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

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

LEGAL REPRESENTATION

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

PAYMENTS

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

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

THIRD-PARTY LIABILITY

It is expressly understood by and between the parties that each party shall be responsible, in the event of a claim, or judgment by a court of competent jurisdiction, for liability to a third-party, to the extent

liability of the party shall be found, and shall be responsible for all costs and fees attendant with the defense or settlement of such a claim. Nothing in this Agreement shall be construed to limit the right of contribution of either party against the other in the event of liability to a third-party. This Agreement is intended to be solely between the Parties hereto and its terms shall not be construed to add, supplement, or grant any rights, benefits or privileges of any kind whatsoever to any third-party or parties.

DISPUTE RESOLUTION

The Parties agree that in the event of any dispute over the terms, performance, or administration of this Agreement they will submit first to mediation by a single mediator. In any litigation thereafter will entitle the substantially prevailing party shall be entitled to its attorneys' fees and costs.

AMENDMENTS

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

HOLD HARMLESS

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

ASSIGNMENT

No party may assign this Agreement.

SEVERABILITY

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

INSURANCE

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

WISCONSIN LAW

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

NO WAIVER OF IMMUNITIES

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

ACKNOWLEDGMENT

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

ENTIRE AGREEMENT

This document, including any and all attachments, unless specified as illustrative, constitutes the entire Agreement between Brown Deer and Member Agencies on this subject matter, except as specifically set forth under Scope of Services, and is intended as a final expression of the Agreement of the parties and the complete and exclusive statement of the terms of the Agreement. All prior and collateral understandings, Agreements and promises with respect thereto are merged herein. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing signed by the party sought to be bound by the waiver, amendment or modification.

This Agreement is not binding unless approved in writing by an Authorized Representative of Brown Deer. In the event of failure of approval, the only liability of Brown Deer shall be to return to Member Agencies the amount, if any, paid to Brown Deer upon signing of this Agreement. This Agreement supersedes and voids any previously existing agreement between Brown Deer and any of its Member Agencies, except as specified herein.

PRESUMPTIONS

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

AUTHORITY

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

VILLAGE OF BAYSIDE

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

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

CITY OF GLENDALE

By: _____ DATE: _____

Bryan Kennedy, Mayor

By: _____ DATE: _____

Karen L. Couillard, City Clerk

VILLAGE OF BROWN DEER

By: _____ DATE: _____

Carl Krueger, Village President

By: _____ DATE: _____

Jill Kenda-Lubetski, Village Clerk

VILLAGE OF FOX POINT

By: _____ DATE: _____

Douglas Frazer, Village President

By: _____ DATE: _____

Kelly Meyer, Village Clerk

VILLAGE OF RIVER HILLS

By: _____ DATE: _____

J. Stephen Anderson, Village President

By: _____ DATE: _____

Tammy LaBorde, Village Clerk

VILLAGE OF SHOREWOOD

By: _____ DATE: _____

Allison Rozek, Village President

By: _____ DATE: _____

Sara Bruckman, Village Clerk

VILLAGE OF WHITEFISH BAY

By: _____ DATE: _____
Julie Siegel, Village President

By: _____ DATE: _____
Jennifer Amerell, Village Clerk

APPENDIX A

North Shore Health Department Services for the 7 North Shore Communities

General Provisions

Board of Health:

Representation from each community.

Participation in program evaluation and staff selection process.

Carry out powers and duties specified in WI State Statute, Chapter 251.04.

Finances:

Budget management and preparation with Board of Health.

Village of Brown Deer as fiscal agent for the Department.

Annual budget presentation to Village of Brown Deer and any requesting municipalities.

Grant Management:

Negotiating and completing grant objectives.

Completing required annual grant reports.

Submitting grant expenditure reports and managing grant funds.

Health Department Level:

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

Location:

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

Partnerships:

Collaborating with other community departments, school systems, healthcare facilities, businesses and senior and other community organizations.

Serve on local, regional, county, or state coalitions related to North Shore community health improvement initiatives.

Program/Service Development:

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

Program/Service Evaluation:

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

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

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

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

Collect and submit animal specimens for rabies testing.

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

Attend vicious animal hearings as requested by police.

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

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

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

Close and reopen beaches to wading and swimming as necessary.

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

By appointment at either location.

Monthly blood pressure clinics throughout North Shore.

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

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

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

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

Follow-up on communicable diseases according to state protocols.

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

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

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

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

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

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

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

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

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

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

Attend regional and statewide planning and training sessions and exercises.

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

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

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

At varying locations throughout the North Shore.

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

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

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

Posted on community websites and social media.

Printed educational materials available by request.

Prepare community newsletter articles as requested.

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

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

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

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

Follow-up on referrals or concerns from public.

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

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

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

Access and update the statewide immunization database.

Assure compliance with Wisconsin Student Immunization Law.

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

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

HEPA vacuum rental for lead particle cleanup.

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

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

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

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

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

Provide public information on mosquito control and personal protection.

APPENDIX B: Operating Cost Allocation

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

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

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



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: Chief Freedy
Date: June 7, 2018
Re: Dispatch agreement

In your packet is a proposed agreement for public safety communications services. Andy Peterson, Bayside Village Manager, offered to write all the managers and administrators the enclosed memo explaining how we got to where we are and the necessity and or desire for a cleaned up singular agreement.

This endeavor started initially when our (separate) records management system contract expired and we all thought we could roll it into the larger dispatch contract. This goal fit a larger goal the Managers and Administrators have had; trying to clean up a number of these disparate mutual service agreements if for no other reason than ease of management, but also to make it easier for all of us to identify costs across the mutual platforms in total.

For example, Community A might have a slight increase in Health Department costs but recognize decreases in Dispatch or Fire costs. Applying the same rules to all of us in each mutual service makes it so much easier to really understand the total costs of these mutual services. (In my opinion, we have had some communities which, on occasion, get overly concerned about a single increase in one mutual service and immediately want to redo a formulation without looking at the "total costs" of the expanse of our mutual relationships....which...are beneficial and service as a model for others in the State.)

For the Village of Fox Point, this agreement creates few changes for us and we actually enjoy a very slight reduction in costs between 2018 and 2022.

Perhaps I am naïve, but I don't expect there to be too many questions on this given that this renewal agreement is close to our existing agreement and the fact that services will continue unchanged (and we obviously need to have dispatch services—it's not really optional). Our other partner communities are considering and passing this agreement at this time as well.

If you have any questions about this, please contact me at any time. Thank you

May 2, 2018

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

From: Andrew K. Pederson, Bayside Village Manager

RE: Public Safety Communications Agreement

Background

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

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

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

The study assessed thirteen factors, including:

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

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

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

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

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

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

Financing and Formulas

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

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

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

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

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

Dispatch – Current Agreements

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

Records Management System – Current Agreements

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

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

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

Why Revisit Funding and Formulas?

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

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

Records Management funding is a bit more complicated.

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

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

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

Proposed Formula

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

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

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

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

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

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

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

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

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

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

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

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

	Current	2018	2019	2020	2021	2022
Bayside	279,171	281,484	281,484	281,484	281,484	281,484
Brown Deer	420,571	399,405	399,682	399,682	399,682	399,682
Fox Point	283,251	283,718	282,592	282,592	282,592	281,466
Glendale	379,561	385,379	388,423	391,801	395,178	399,682
River Hills	138,922	142,759	145,236	145,236	145,236	146,362

Shorewood	350,329	356,235	360,276	365,906	371,535	377,164
Whitefish Bay	396,332	402,651	394,052.	385,045	376,038	365,906

I understand that there is a significant amount of information contained within, and even more historical data and information referenced. I have attached several documents, including,

- Past Dispatch and RMS Agreements
- Proposed Public Safety Communications Agreement
- 2010 North Shore Public Safety Answering Point (PSAP) Consolidation Study
- Village of Bayside Case Study in Public Service Answering Point (PSAP) Consolidation
- Advantages /Efficiencies of Consolidating Dispatch Services

Please feel free to contact me with any questions.

Attachments

**PUBLIC SAFETY COMMUNICATIONS
SERVICES AGREEMENT**

VILLAGE OF BAYSIDE

AND

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

PUBLIC SAFETY COMMUNICATIONS SERVICES AGREEMENT

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

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

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

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

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

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

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

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

DURATION

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

SCOPE OF SERVICES

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

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

MUTUAL ASSISTANCE

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

OPERATIONS ADVISORY COMMITTEE

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

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

CHARGES

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

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

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

PAYMENTS

Payments shall be made fifteen (15) days prior to the last day of the first, fourth, seventh, and tenth month of the year. Capital contributions shall be due and payable by Member Agencies by January 31, annually, or on a case by case, through written mutual agreement, by Bayside and the Member Agency.

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

CONFIDENTIALITY

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

PARTICIPATION

Should additional parties not currently under contract with Bayside nor members of the North Shore Fire Department, contract for the services of the BCC, contribute assets, capital, revenue, or personnel, or make any other contribution which reduces the cost to the BCC for its services, a credit shall be issued to the Member Agencies in an amount to be negotiated. The credit shall be the reasonable estimated amount of the pro-rata cost savings of such contribution both for a reduction in on-going Operating Costs Allocation and Operating Cost Budget as well as a credit against any Capital Reserve Fund balance already contributed by Member Agencies.

WARRANTIES AND DAMAGES

Bayside and Member Agencies agree that there are no warranties, express or implied, by this Agreement or otherwise, as to the service and as to any parts of any systems design, program, implementation, modification or other service provided by Bayside. There is no implied warranty of merchantability or fitness for a particular purpose. There is no warranty of any other kind. Nothing herein is intended to limit or preclude any claims Bayside or Member Agencies may have against any third parties, including manufacturers, sellers, dealers, repairers, service providers, installers or others, nor shall this provision be construed as relating to, or defining in any way, liability as to third parties.

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

THIRD PARTY LIABILITY

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

MAINTENANCE, SERVICE, REPAIRS

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

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

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

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

DISPUTE RESOLUTION

The Parties agree that in the event of any dispute over the terms, performance, or administration of this Agreement they will submit first to mediation by a single mediator. In any litigation thereafter will entitle the substantially prevailing party shall be entitled to its attorneys' fees and costs.

AMENDMENTS

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

HOLD HARMLESS

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

ASSIGNMENT

Neither party may assign this Agreement.

SEVERABILITY

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

INSURANCE

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

WISCONSIN LAW

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

NO WAIVER OF IMMUNITIES

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

ACKNOWLEDGMENT

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

ENTIRE AGREEMENT

This document, including any and all attachments, unless specified as illustrative, constitutes the entire Agreement between Bayside and Member Agencies on this subject matter and is intended as a final expression of the Agreement of the parties and the complete and exclusive

statement of the terms of the Agreement. All prior and collateral understandings, Agreements and promises with respect thereto are merged herein. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing signed by the party sought to be bound by the waiver, amendment or modification.

This Agreement is not binding unless approved in writing by an Authorized Representative of Bayside. In the event of failure of approval, the only liability of Bayside shall be to return to Member Agencies the amount, if any, paid to Bayside upon signing of this Agreement. This Agreement supercedes and voids any previously existing agreement between Bayside and any of its Member Agencies.

PRESUMPTIONS

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

AUTHORITY

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

VILLAGE OF BAYSIDE

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

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

CITY OF GLENDALE

By: _____ DATE: _____
Bryan Kennedy, Mayor

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

VILLAGE OF BROWN DEER

By: _____ DATE: _____
Carl Krueger, Village President

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

VILLAGE OF FOX POINT

By: _____ DATE: _____
Douglas Frazer, Village President

By: _____ DATE: _____
Kelly Meyer, Village Clerk

VILLAGE OF RIVER HILLS

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

By: _____ DATE: _____
Chris Lear, Village Clerk

VILLAGE OF SHOREWOOD

By: _____ DATE: _____
Allison Rozek, Village President

By: _____ DATE: _____
Sara Bruckman, Village Clerk

VILLAGE OF WHITEFISH BAY

By: _____ DATE: _____
Julie Siegel, Village President

By: _____ DATE: _____
Jennifer Amerell, Village Clerk

NORTH SHORE FIRE DEPARTMENT

By: _____ DATE: _____
Bryan Kennedy, President

By: _____ DATE: _____
Carl Krueger, Secretary

APPENDIX A: Operating Cost Allocation

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

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

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

APPENDIX B: Capital Reserve Fund

For the purposes of this Agreement:

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

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

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

Dispatch & RMS Agreements Overview

Dispatch – Current Agreements

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

WFB, NSFD, BD Agreements derived from proposed IGA when dispatch discussions began. FP agreement based off original 1999 BA/FP Agreement. RH agreement based off original 2004 BA/RH Agreement. WFB serves as fiscal agent for NSPSCC and has separate formula for WFB, GL, and SH. NSFD is \$0 Agreement. Origins of cost allocation derived from what each community paid at time of consolidation.

RMS – Current Agreements

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

BA, BD, GL, RH, NSFD, SH, WFB have joint MOU. BA and FP have separate MOU. Each community, with exception of BD, contributed \$40,000 fixed amount plus percentage of North Shore population as initial capital cost; \$7,000 fixed amount plus percentage of North Shore population minus proportional share of enhanced BD contribution as ongoing maintenance and service cost; and each community paid equal share plus percentage of North Shore population for capital contribution.

Capital Funds

Dispatch and RMS dedicated capital funds were established to avoid the historical precedent of not funding NSFD Capital. Replacement of medium to large capital investments on an annual basis. This fund aids in the preservation of long-term financial sustainability. Each community contributed to dispatch capital fund for initial capital investments plus annual capital contributions for equipment purchases.



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 

cc: Village Clerk-Treasurer

Date: May 3, 2018

Re: Stormonth School

Enclosed in your packet is an application from Stormonth School for the installation of lighting as part of the parking lot reconstruction. This application is quite simple and the School has been in contact with us throughout the process. A majority of the parking lot belongs to the school with a very small minority of a lot belonging to the Village. Additionally the School and Village work closely together and share the usage of the parking lot in a cooperative manner.

F INSTITUTIONAL DISTRICT APPLICATION

Name of Property Owner or Institution: Fox Point-Bayside School District

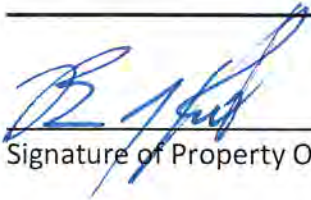
Address: 7301 North Langacre Rd

Contact Person: Brian Reiels

Telephone Number: 414.351.7546

Email Address: breiels@foxbay.org

- Attach a typed letter describing the project and explaining how the project meets the standards required in 745-20B(2). The standards to be applied are:
 - a. Appropriate in the location proposed
 - b. Compatible with the neighborhood
 - c. Not detrimental to the property values of surrounding property
 - d. In keeping with the residential character and quality of the Village
- Attach building plans, sketches, renderings, and site plans as reasonably necessary for the Village Board to form an opinion.



Signature of Property Owner or Authorized Institutional Representative

Brian J. Reiels

Printed Name -Property Owner or Authorized Institutional Representative

May 7, 2018

Date

TO BE COMPLETED BY THE VILLAGE OF FOX POINT

Date Received: _____ Receipt No. _____

Village of Fox Point
Application for F-Institutional District

PAGE 3

APPLICATION FOR F-Institutional District

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: Stormonth Elementary School

Fox Point Business Address: 7301 N. Longacre Rd.
Fox Point, WI 53217

Local Telephone Number: 414-351-7546

Email Address: breiels@foxbay.org

Contact Person: Brian Reiels

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: N/A

Address of the Corporate Headquarters: _____

Telephone Number of Corporate Headquarters: _____

Email Address for Corporate Headquarters: _____

Names and addresses of all Corporate Officers: _____

Name and address of the Corporate Agent: _____

Village of Fox Point
Application for F-Institutional District

PAGE 5

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

N/A

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

N/A

Number of actual or anticipated employees: 65

Number of parking spaces to be used by business (employees and customers/clients): 115 total parking spaces - 105 - school & 10 - park - there are 25 sections at the school.
 $65 + (25 \times 1.5) = 102.5$ required parking spaces.

Proposed days and hours of operation: Mon-Fri typical hours are 7:30-5:00.
May vary with special events.

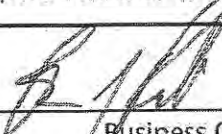
Describe any alterations planned for the site: _____

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

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

N/A

Proposed date of occupancy: N/A



Business Owner - Signature

4/19/18

Date

Brian J. Lewis

Business Owner - PRINTED Name

**OFFICIAL NOTICE
VILLAGE OF FOX POINT
NOTICE OF VILLAGE BOARD PUBLIC HEARING**

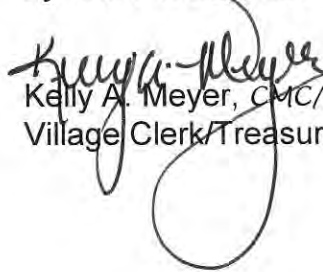
**STORMONTH ELEMENTARY SCHOOL
7301 NORTH LONGACRE ROAD**

NOTICE IS HEREBY GIVEN that the Village Board of the Village of Fox Point, Milwaukee County, is scheduled to hold a public hearing in the Schwemer Hall Board Room of Village Hall, 7200 N. Santa Monica Blvd, Fox Point, Wisconsin, on Tuesday, June 12, 2018 to receive comments and input regarding specific proposed modifications to Stormonth Elementary School, 7301 N Longacre Road, as required by Section 745-20(B), F Institutional District designation of the Village Code.

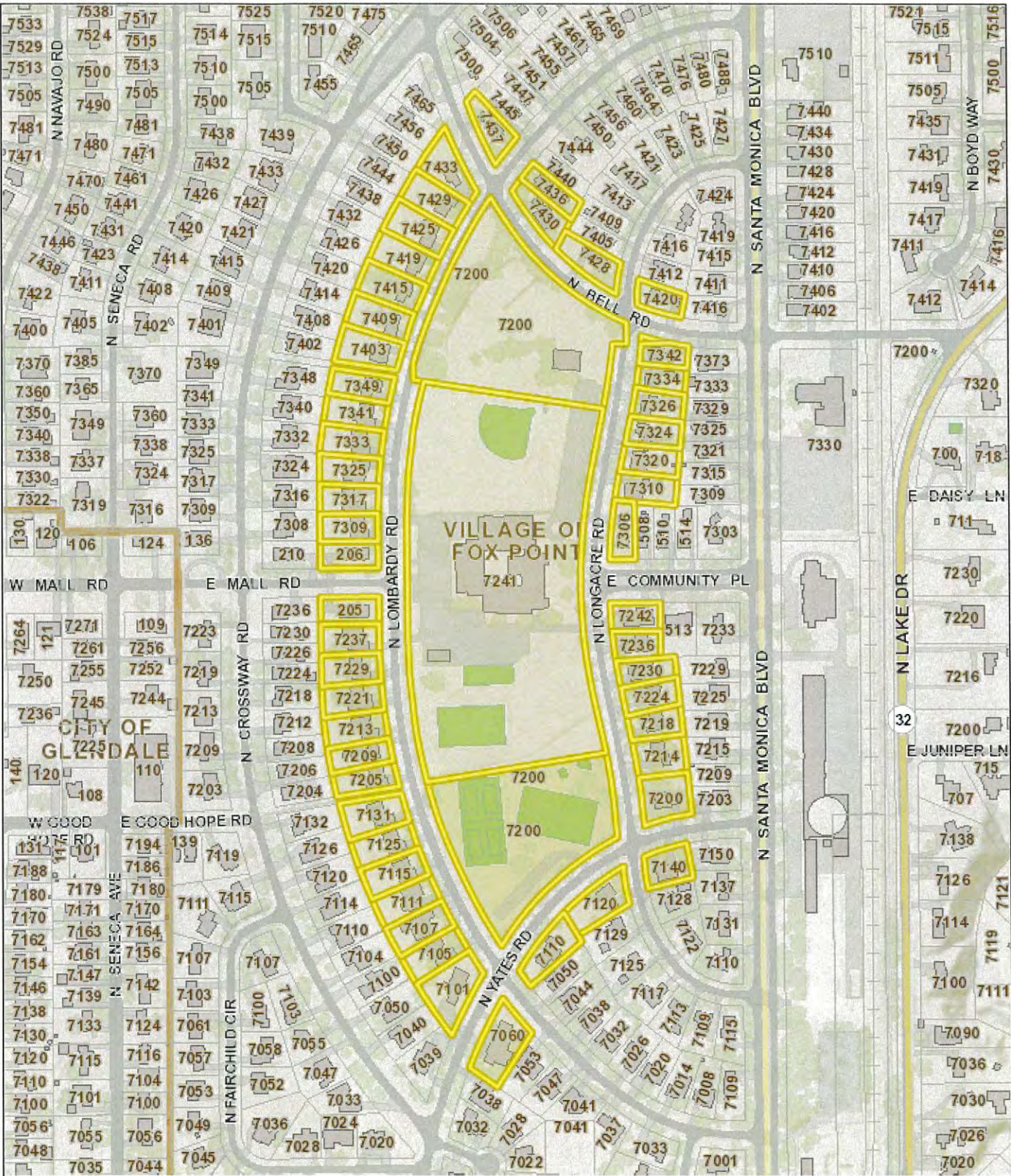
The Village Board meeting begins at 7:00 p.m. This public hearing is scheduled to take place immediately following Committee Reports. This hearing shall be public and citizens and interested persons shall then be heard.

Specific proposed project plans and related materials are available for viewing in the office of the Village Clerk Monday through Thursday from 8:00 a.m. - 4:00 p.m. and on Friday from 8:00 a.m. to 12:00 noon. Please feel free to contact the Village Clerk at 351-8900 if you have any questions.

By order of the Fox Point Village Board


Kelly A. Meyer, CMC/WCMC
Village Clerk/Treasurer

Published: May 23, 2018
Posted: May 23, 2018



Village of Fox Point GIS

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.

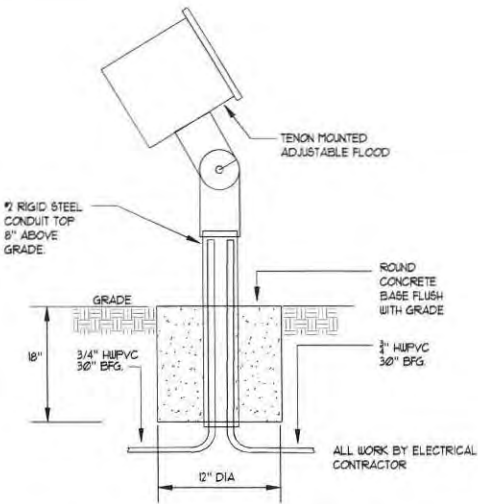
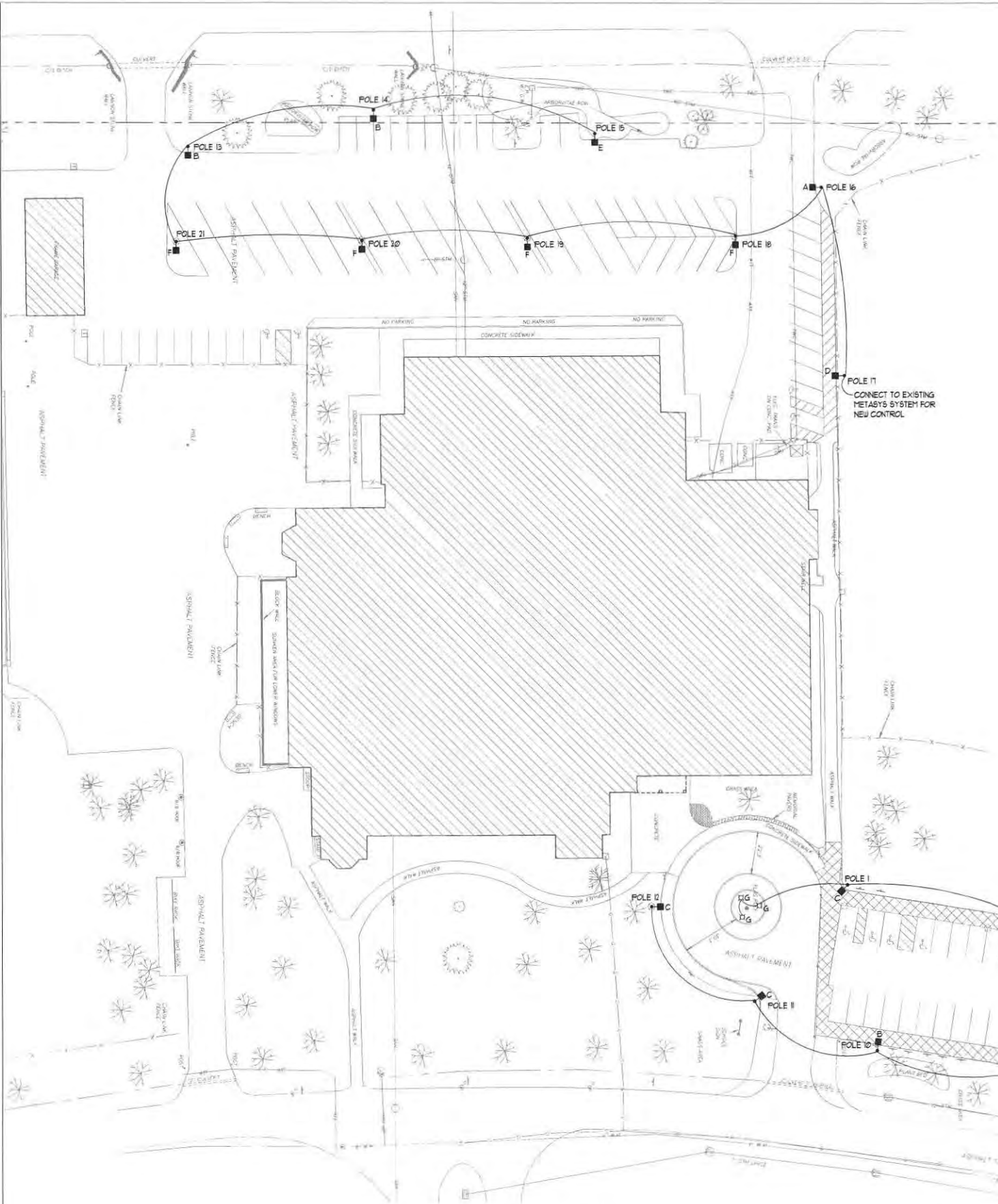


VILLAGE OF FOX POINT

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

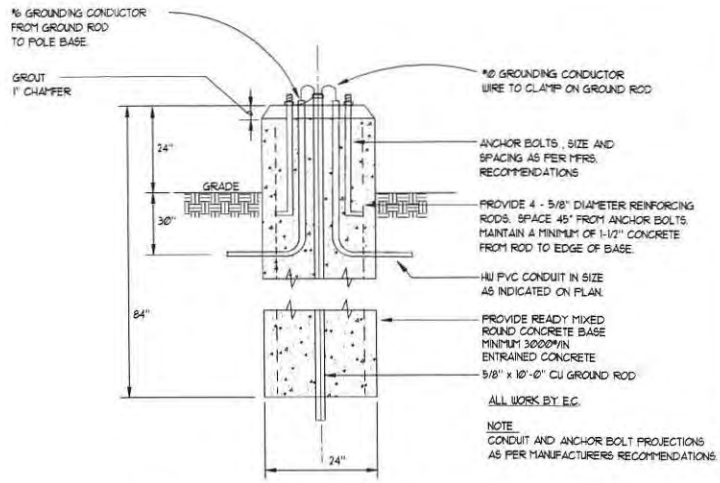
SCALE: 1" = 376'

Print Date: 5/10/2018



FLOODLIGHT BASE DETAIL - FIXTURE TYPE "G"
NOT TO SCALE

NOTES:
FLOOD LOCATIONS SHALL BE DETERMINED BY NIGHT TRIALS. CONTRACTOR SHALL PROVIDE FLOODS AND EXTENSION CORDS AFTER DARK FOR SUCH TRIALS. IN CONJUNCTION WITH OWNER AND CONSTRUCTION MANAGER, SIMULATE THE FINAL INSTALLATION WITH TEMPORARY WIRING. ADJUSTING PLACEMENT AND AIMING TO ACHIEVE THE BEST EFFECT. FINAL LOCATIONS SHALL BE STAKED AND AIMING RECORDED.



POLE BASE DETAIL FIXTURE TYPES: "A" THRU "F"
NOT TO SCALE

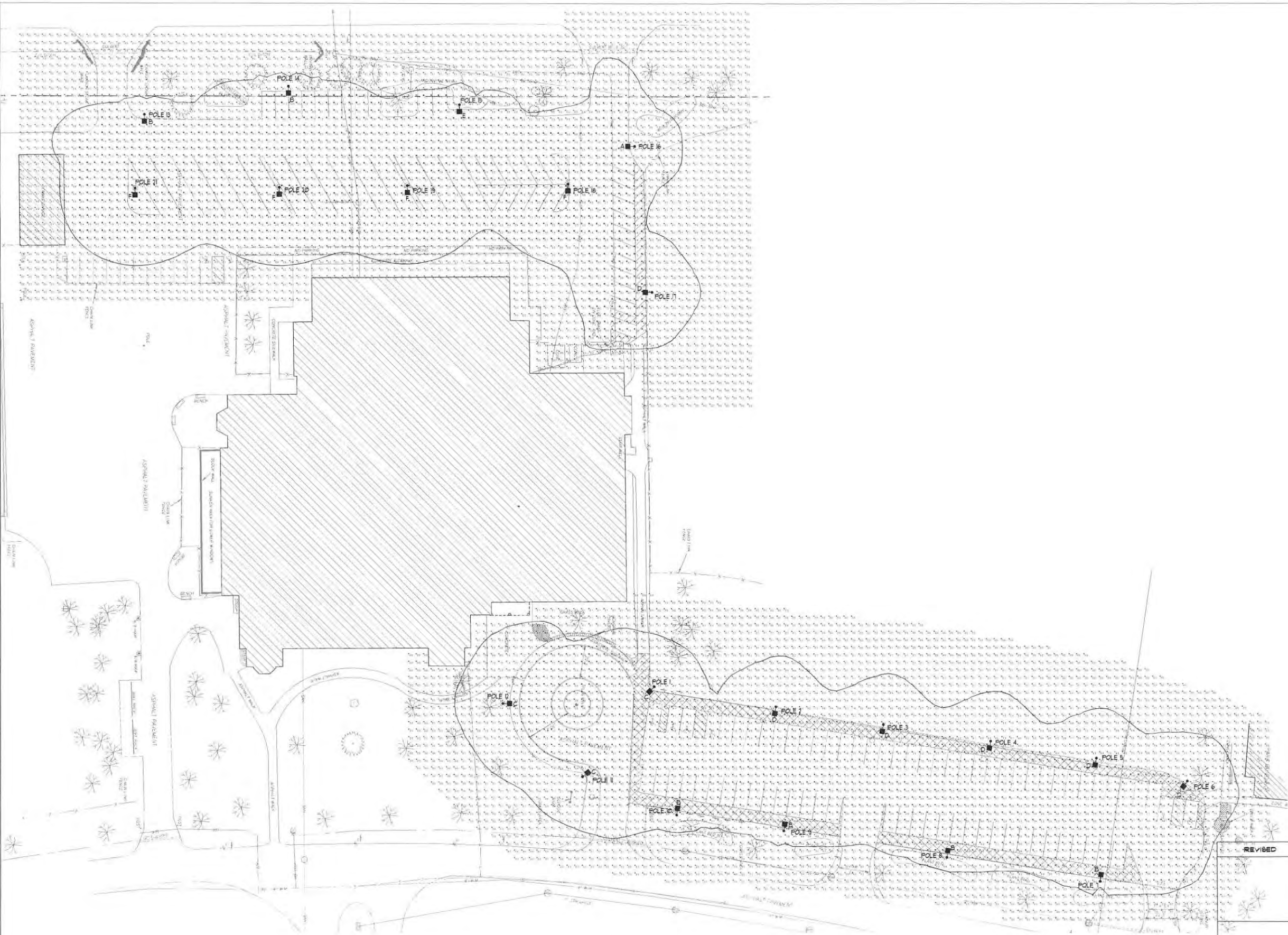
ELECTRICAL SHEET INDEX	
SHEET NUMBER	SHEET NAME
E-1	SITE PLAN
E-2	PHOTOMETRIC PLAN
E-3	SCHEDULES AND CUT SHEETS
E-4	SPECIFICATIONS



PHOTOMETRIC SITE PLAN
SCALE: 1" = 30'-0"

CZARNECKI ENGINEERING INCORPORATED
101 MARLIN COURT, SUITE B • WAUKESHA, WI 53186
VOICE: (262) 513-2020 FAX: (262) 513-2023
WEB PAGE: www.czeng.com

REVISED		FOX POINT - BAYSIDE SCHOOL DISTRICT	
		MILWAUKEE COUNTY, WISCONSIN	
		PROPOSED SITE IMPROVEMENTS	
		STORMONTH ELEMENTARY SCHOOL	
		7301 N. LONGACRE RD., FOX POINT, WI	
DRAWN BY: CZE		SHEET	SCALE:
DATE: 04-13-18		E-1 OF 4	HORIZ 1" = 30'
CHECKED BY: EDS			VERT. N/A
SITE PLAN		PROJECT NO. 18042	



 **PHOTOMETRIC SITE PLAN**
SCALE: 1" = 30'-0"

C18042
 **CZARNECKI
ENGINEERING
INCORPORATED**
1121 MARLIN COURT, SUITE B • WAUKESHA, WI 53186
VOICE: (262) 513-2020 FAX: (262) 513-2023
WEB PAGE: www.czeng.com

REVISED	FOX POINT - BAYSIDE SCHOOL DISTRICT		
MILWAUKEE COUNTY,	WISCONSIN		
PROPOSED SITE IMPROVEMENTS STORMONTH ELEMENTARY SCHOOL			
7301 N. LONGACRE RD., FOX POINT, WI			
DRAWN BY: CZE	SHEET	SCALES:	
DATE: 04-13-18	E-2 OF 4	HORIZ.	1" = 30'
CHECKED BY: EDS		VERT.	N.A.
PHOTOMETRIC PLAN		PROJECT NO. 18042	

1. PROVIDE CREE POLE: PS4S10C-1-BZ ON 24" BASE.
2. PROVIDE PHILIPS 45 DEGREE GLARE SHIELD 120-000103-01 AND SPREAD LENS 14 DEGREE 120-000080-00

	MAKE	
--	------	--

	MAKE	
--	------	--

Product Description
The Cross Edge® Series has a slim, low profile design. Its rugged cast aluminum housing minimizes wind load requirements and features an integral, weather tight LED driver compartment and high performance aluminum heat sinks. Various mounting choices: Adjustable Arm, Direct Arm, Direct Arm Long, or Side Arm (details on page 2). Includes a leaflet/direct drive guard.

Applications: Parking lots, walkways, campuses, car dealerships, office complexes, and internal roadways.

Patented NanoOptic® Product Technology

Patented NanoOptic® Product Technology

Made in the U.S.A. of U.S. and imported parts.
© 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2

CEI: 4000K (+/- 300K), 5700K (+/- 500K) s

Limited Warranty's 10 years on luminaire

¹¹ See <http://diglib42.net/cc/mw/except/for/warranty.html>

Field-Installed

For successful implementation of the programmable multi-level system, a thorough understanding of the hardware is required.

Example: ARE-EDG-2M-AA-12-E-UL-SV-250

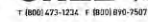
Example: ARE-EDG-2M-AA-12-E-UL-SV-250

[illegible]

* Refer to EPA and state configuration availability data kept in appendix 79
NOTE: Price and/or may differ depending on configuration.

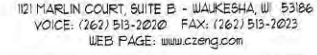


Rev. Date: V5 09/05/2017



FIXTURE TYPES: 'A' THRU 'F'

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
EAST PARKING LOT	✕	2.7 fc	14.4 fc	0.2 fc	72.0:1	13.5:1
WEST PARKING LOT	□	2.5 fc	13.7 fc	0.2 fc	68.5:1	12.5:1



REVISED	FOX POINT - BAYSIDE SCHOOL DISTRICT MILWAUKEE COUNTY, WISCONSIN	
	PROPOSED SITE IMPROVEMENTS STORMONTH ELEMENTARY SCHOOL 7301 N. LONGACRE RD., FOX POINT, WI	
	DRAIN BY: CZE DATE: 04-13-18 CHECKED BY: EDS	SHEET E-3 OF 4 SCALES: HORIZ. NONE VERT. N.A.
NS&P -	SCHEDULES AND CUT SHEETS PROJECT NO.: 18042	

SECTION 16000 - ELECTRICAL WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. All electrical design and construction necessary for the work as shown on these drawings.

1.02 GENERAL PROVISIONS

- A. In general, the work includes: Electrical design and electrical work and the kindred materials and operations as indicated on the drawings and as specified in the following articles of Section 16000.
- B. Job Information: Obtain at building including:
1. Conditions affecting this Section of the work.
 2. Accessibility.
 3. Storage space.

1.03 GENERAL REQUIREMENTS

- A. This Section of the Specifications applies to all electrical work. The General Conditions, Supplementary Conditions, Summary of the Work, Instructions to Bidders and all Sections of the Conditions of the Contract form a part of these specifications and the Contractor shall consult them in detail. Electrical work indicated in other Sections of the Specifications to be done by the Electrical Contractor shall be included in the work of this Section.

1.04 DEFINITIONS

- A. Certain terms used herein, on the drawings, and in the contract documents, shall be defined as follows:
1. Provide: Furnish and install complete and ready for service.
 2. Exposed: Exposed to view in any room, hallway, passageway, or outside.
 3. Approval: The approval or the Architect in writing or by signed rubber stamp applied to drawings, illustrations, etc.

1.05 INTENT OF DRAWINGS AND SPECIFICATIONS

- A. These specifications are intended to cover a complete installation of systems. The omission of expressed reference to any item of labor or material necessary for the proper execution of the work in accordance with present practices of the trade shall not relieve the Contractor from providing such additional labor and materials.

1.06 MATERIAL AND EQUIPMENT

- A. All material and equipment shall be new and of the quality used for the purposes in good commercial practice, and shall be standard product of reputable manufacturers. Each major component of equipment shall have the manufacturer's name, catalog number, and capacity or rating on a nameplate, securely affixed on the equipment in a conspicuous place.

1.07 SUBSTITUTION AND APPROVAL OF MATERIAL

- A. Such requests shall be accompanied by three copies of all necessary illustrations, cuts, drawings and descriptions of material proposed for substitution and shall fully describe all points in which it differs from the articles specified. Two copies will be retained by the Architect and one copy returned to the Contractor with approval or revisions indicated thereon.

1.08 DAMAGE TO OTHER WORK

- A. The Electrical Contractor will be held rigidly responsible for all damages to the work of his own or any other trade resulting from the execution of his work. It shall be the Contractor's responsibility to adequately protect his work at all times. All damages resulting from his operations shall be repaired or the damaged portions replaced by the party originally performing the work, (to the entire satisfaction of the Architect), and all cost thereof shall be borne by the Contractor responsible for the damage.

1.09 COOPERATION WITH OTHER TRADES

- A. This Contractor shall completely cooperate with all other trades in the matter of planning and executing of the work. Every reasonable effort shall be made to prevent conflict and interferences as to space requirements, dimensions, locations, openings, sleeving or other matters which tend to delay or obstruct the work of any trade.

1.10 FIELD CHANGES

- A. Should any change in architectural drawings or specifications be required to comply with local regulations and/or field conditions, the Contractor shall refer same to Architect for approval before any work which deviates from the original requirements of the drawings and specifications is started. In the event of disagreements as to the necessity of such changes, the decision of the Architect shall be final.

1.11 CUTTING AND PATCHING IN NEW CONSTRUCTION

- A. As necessary and with approval to permit the installation of conduit or any part of the work under this branch. Any cost caused by defective or ill-timed work shall be by the party responsible therefor. Patching of holes, openings, etc. resulting from the work of this branch shall be furnished by this contractor.

1.12 COMPLETION DATES

- A. This Contractor shall be in a position to meet all completion dates established by the Architect and shall furnish all labor of all classes required to meet such schedules and completion dates.

1.13 STANDARDS, CODES AND PERMITS

- A. All work shall be installed in accordance with National, State and Local electrical codes, laws, ordinances and regulations. Comply with all applicable OSHA regulations.
- B. All materials shall have a U.L. label where a U.L. standards and/or test exists.
- C. Prepare and submit to all authorities having jurisdiction, for their approval, all applications and working drawings required by them. Secure and pay for all permits and licenses required.

1.14 CLEAN-UP

- A. The Contractor shall at all times keep the premises free from excessive accumulation of waste material or rubbish resulting from his work, including tools, scaffolding and surplus materials, and he shall leave his work broom clean or its equivalent.
- B. In case of dispute, Architect may order the removal of such rubbish and charge the cost to the responsible contractor as as determined by the Architect. At the time of final clean-up all fixtures and equipment shall be thoroughly cleaned and left in proper condition for their intended use.

1.15 SHOP DRAWINGS

- A. Submit to Architect for review, copies of manufacturer's shop drawings and/or equipment brochure depicting:
1. Lighting Fixtures
- B. Shop drawings shall bear the Contractor's stamp indicating approval.
- C. Any equipment fabrication prior to shop drawing review shall be at the Contractor's risk.

1.16 WORKMANSHIP

- A. The installation of all work shall be made so that its several component parts will function as a workable system complete with all accessories necessary for its operation, and shall be left with all equipment properly adjusted and in working order. The work shall be executed in conformity with the best accepted standard practices of the trade so as to contribute to efficiency and appearance. It shall also be executed so that the installation will conform and adjust itself to the building structure, its equipment and its usage.

1.17 DRAWINGS OF OTHER TRADES

- A. The Contractor shall consult the drawings of the work for the various other trades. Field layouts of the parties performing the work of the other trades, their shop drawings, and he shall be governed accordingly in laying out his work.

1.18 FIELD MEASUREMENTS

- A. The Contractor shall take all field measurements necessary for his work and shall assume the full responsibility for their accuracy.

1.19 STRUCTURAL INTERFERENCES

- A. Should any structural interferences prevent the installation of the outlets, running of conduits, etc., at points shown on drawings, the necessary minor deviation therefrom, as determined by the Architect, may be permitted. Minor changes in the position of the outlets or equipment if decided upon before any work has been done by the Contractor shall be made without additional charge.

1.20 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE

- A. Before submitting a bid, the Contractor shall visit the site and familiarize himself with all features of the building and site which may affect the execution of his work. No extra payment will be allowed for the failure to obtain this information. If in the opinion of the Contractor there are omissions or errors in the plans or specifications, the Contractor shall clarify these points with the Architect before submitting his bid. In lieu of written clarification by addendum, resolve all conflicts in favor of the greater quantity or better quality.

1.21 GUARANTEE

- A. The Contractor shall unconditionally guarantee his work and all components thereof, excluding lamps, for a period of one year from the date of his final payment, he shall remedy any defects in workmanship and repair or replace any faulty equipment which shall appear within the guarantee period to the entire satisfaction of the Architect at no additional charge.

1.22 ELECTRICAL INSTALLATION

- A. The Electrical Contractor is responsible for conforming to all local and State code requirements. He is also responsible for conforming to all utility requirements. Obtain and pay for all permits required for electrical work.
- B. Provide all electrical wiring. All wiring to be in conduit.
- C. Electrical materials shall be installed in a neat and workmanlike manner.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Refer to related articles. All products are listed under specific paragraphs within following articles.

PART 3 - EXECUTION

3.01 ELECTRICAL SYSTEM

- A. Provide electrical service and power distribution systems with all necessary branch circuit wiring and associated equipment as specified hereinafter and on installation.
- B. Provide all circuit wiring for cooling and ventilating equipment, including the final electrical connection to all line voltage equipment.
- C. Provide all starters and disconnects switch which are not being provided by other trades but required by Code.
- D. Provide lighting fixtures with lamps and leads.

3.02 CONDUIT

- A. Provide a complete conduit system as required to provide circuiting and switch arrangements.
- B. Conduit types and sizes shall be as required by code.
- C. Conduits shall be concealed in finished areas.
- D. Conduits 2" and smaller shall be electrical metal tubing; all conduit over 2" shall be rigid heavy wall galvanized steel or IMC. All conduit in concrete shall be rigid steel, IMC, or HUPVC containing a green ground wire sized per code.
- E. Flexible metal conduit shall be used only for light fixture ships and motor connections. Minimum nominal trade size shall be 1/2". Length shall not exceed 24' for connection to motorized equipment or 6'-0" for light fixture ships. Grounded liquid tight where exposed to water. Add green ground wire to jump flexible conduit for all motors and light fixtures.

3.03 COUPLINGS, CONNECTORS AND FITTINGS

- A. Use standard items to properly attach conduits, outlet boxes, pull boxes, cabinets, etc., to provide a complete raceway system. Compression type fittings shall be rain-tight and concrete tight. All connectors shall have insulated throats; indentation types, set screw types, and pull-on type fittings are not acceptable. Bushing for rigid Hill Conduit shall be reinforced insulated type used with double locknuts.

3.04 OUTLET BOXES

- A. Provide outlet boxes by Appleton, Steel City, Raco, or equal as required to accommodate the device indicated by symbol on or the drawings, sized in accordance with code, with the following minimum requirements.
- B. Outlet boxes shall be die formed, galvanized and securely fastened in place plumb and level with adjacent construction not dependent upon conduit for support.
- C. Multi-gang die formed boxes shall be provided for all devices indicated adjacent to one another on the plans.

3.05 PULL BOXES AND JUNCTION BOXES

- A. Provide as required by code, of code gauge steel in sizes as required by the code. Covers shall be of the same material fastened with brass machine screws. Boxes and covers shall have galvanized finish and they shall be securely fastened to structural members.

3.06 CONDUCTORS

- A. Conductors shall be new soft drawn copper, No. 8 and larger shall be stranded; No. 12 shall be minimum size unless otherwise indicated, with 600V volt insulation, color-coded as required by code. Wire must be delivered to job site in original cartons.
- B. Wire and cable for general interior use shall have 600V volt insulation. Sizes smaller than No. 8 shall comply with code for Type THHN. Size No. 8 and larger shall comply with code for Type THH.

3.07 WIRE JOINTS, SPLICES AND CONNECTORS

- A. Branch lighting circuits No. 10 and smaller shall be Scotchlock Type H spring compression connector as manufactured by Minnesota Mining and Manufacturing Co. or equal.
- B. Feeder and Power Wiring: Compression type lugs and connectors on sizes No. 8 and larger.
- C. Insulation: Use one half-lapped Oxonite rubber tape or Scotch 93 and comply with all code requirements.

3.08 GROUNDING

- A. Complete raceway system shall be grounded so ground will be electrically continuous from source to all outlet boxes and equipment.
- B. Provide bonding conductors as required to securely ground all electrical equipment enclosures, including lighting fixtures if they have metallic housing and are cord connected.
- C. Flexible metal conduit must be jumpers with a green grounding conductor.
- D. Provide grounding for specialized areas in health care facilities as required by Code.

3.09 BRANCH CIRCUIT WIRING

- A. Provide arrangement of circuits, conduit runs, and ratings of branch circuits and special circuits. See electrical design.
- B. Provide everything necessary to comply with the general scheme, including all types of control.
- C. Balanced circuit load on bus is the determining factor for the arrangement of circuits. Balance loading to within 1/2%.
- D. Minimum size of lighting system branch circuit conductors to be 10 AWG.
- E. Conductors terminating at wired outlets shall extend at least eight (8) inches beyond outlet box conduit fitting.
- F. 120V circuit home runs greater than 50 feet in length shall have 10 AWG min. size between panel 4 first receptacle or fixture outlet.

3.10 DISTRIBUTION PANELS

- A. General:
1. Electric distribution panels shall be dead front type equipped with circuit breakers in branches in size required to accommodate branch circuits, main circuit breakers, controllers, and splices as scheduled.
 2. Main bus and neutral bar shall be complete with mechanical lugs in size required to terminate feeder scheduled. Branch circuits shall be arranged for phase sequencing and shall be equipped with solderless clamp type terminals. All lugs and terminals shall be suitable for use with copper or aluminum.
 3. Panels shall have service rating compatible with the application and shall bear the U.L. inspection label.
- B. Circuit Breakers:
1. Panel-mounted circuit breakers shall be single pole and multi-pole common trip, quick-make and quick-break over center toggle type switching mechanism arranged for manual and automatic operation with thermal magnetic trip element free from handle with ampere rating and breaker position, i.e. ON, OFF, and TRIP clearly visible. Minimum 100000 AIC or as otherwise indicated on drawings.
 2. Circuit breakers shall be U.L. listed and shall conform with the latest applicable NEMA standards.
- C. Panel Cabinets: Panel cabinets shall be code gauge galvanized steel construction with a minimum of 6" side gutters. Flush type. Surface type if approved by architect.
- D. Distribution Panels:
1. Lighting panels shall be complete with branches, branch ratings, and 30% spare capacity.
 2. 240 volt panels required. Square D Type QO or equivalent by GE, Siemens, or Cutler-Hammer.
- E. Circuit Directories: Furnish and install in directory frame on inside of door of each panel cabinet a typewritten directory identifying each circuit.

3.11 DISCONNECT SWITCHES

- A. This Contractor shall furnish and install heavy duty fusible type disconnect switches. In addition he shall furnish and install other disconnect switches as necessary and required with poles and voltage ratings as required for the application.
- B. Disconnect switches shall be heavy duty switch operated type with cover interlock and enclosed arc chamber, quick-make and quick-break, and provision for padlocking in either the open or closed position. All heavy duty safety switches 30-600A shall be provided with class R reflection style fuse clips. The combination rating of the heavy duty switch and R fuse shall be 200/2000 symmetrical amps and labeled as such. Approved manufacturers: Square D or approved equal.
- C. See "Motor Wiring" of these specifications as to requirements pertaining to motor disconnect switches and furnish and install same in accordance with requirements therein.

3.12 MOTOR WIRING

- A. Unless otherwise indicated on the drawings or elsewhere in these specifications, all motors shall be furnished by others and wired by electrical contractor.
- B. Motors shall be set in place by others. All associated motor starters and controllers shall be provided by this Contractor for erection and line voltage power wiring.
- C. Any contractor supplying starters and controllers that are not part of this contract shall index same and provide this Contractor with instructions as to proper location in sufficient time to permit the installation of a concealed raceway system.
- D. Where this Contractor is required to provide control wiring, the Contractor supplying the controllers shall provide all necessary and required wiring diagrams for proper installation.
- E. Low voltage (less than 15 volts) control wiring shall be by others, unless noted elsewhere in the specifications except that this Contractor shall extend circuit to associated transformer, wire and connect to same.
- F. This Contractor shall examine the plans and specifications of other sections and shall include in his bid all control wiring, as referenced to be performed by Section 16000. Required disconnect switches furnished by other sections shall be installed by Section 16000. Furthermore, this Contractor shall provide all disconnect switches required by code that are not furnished by other sections.

3.13 LIGHTING FIXTURES, LAMPS AND BALLASTS

- A. General:
1. The Contractor shall furnish and install all light fixtures as shown on the drawings.
 2. The exact location of lighting fixtures shall be verified by the Contractor in the field.
 3. The Electrical Contractor shall examine all construction and supply all required accessories to hang the fixtures.
 4. The Contractor shall verify ceiling types and provide compatible fixtures.

B. Lamps:

1. The Contractor shall furnish and install lamps of size and type as scheduled.
2. Lamps shall be as manufactured by General Electric, Osram, or Philips and shall be specific type required for proper and normal lamp operation in conjunction with auxiliary equipment, i.e. ballasts, lampholder, etc.
3. Fluorescent Ballasts: All ballasts shall be electronic high frequency with harmonic output less than 10%. Input power shall be 61 watts for two T8 lamps, 30% p.f. minimum, super low heat rise. Ballasts furnished shall have the best available sound rating. Warranty shall provide material and labor for replacement for one year from date of Architect's acceptance in writing of lighting fixture installation. Ballasts shall be Advance Mark Five or equivalent by Motorola or Magnetics.

3.14 SPECIAL OUTLETS

- A. General: Furnish and install outlets, wiring and receptacles accordingly, at locations required by equipment serviced or otherwise as directed. Extend wiring to outlets on equipment and make final connection.

3.15 IDENTIFICATION

- A. General:
1. Materials and equipment installed under this Section shall be clearly identified as listed below.
 2. Locate identification conspicuously.
 3. Terminology to be approved by Architect.
 4. Loads such as motors shall be described by function rather than by the system of arbitrary number as shown on contractors plans.
 5. Use abbreviations sparingly.
- B. Laminated Bakelite Plates: Engraved plastic nameplate shall be securely fastened to the following equipment. Size 1" x 4" with 3/8" high letters unless space available dictates differently.
1. Each panelboard, controller, line switch, starter or disconnect switch. Locate on inside cover of panel.
 2. Each feeder at all accessible locations.
 3. Each end of every conduit run to indicate the intended use of the conduit and the location of opposite end. Use room numbers that are permanently assigned.
- C. Typewritten Directory: Each panelboard both new and existing shall be provided with a typewritten directory attached to the inside of panel door and covered with clear plastic indicating load served and rooms served by each protective device in the respective panel.
- D. Conductor Identification:
1. Identify each conductor at each connector or splice point with permanently attached wrap-around adhesive markers as manufactured by Brady Co.
 2. This identification shall include branch circuit number, control circuit, or any other appropriate number or lettering that will expedite future tracing and trouble shooting.

3.16 WIRING DEVICES

- A. General:
1. Furnish and install wiring devices.
 2. Unless otherwise indicated, all wiring devices shall be by the same manufacturer, either Arrow-Wart-Hagman, Hubbell, Pass and Seymour, or Leviton. Pass and Seymour catalog numbers are used herein to designate type of devices requested. All wiring devices shall be specification grade. Provide white devices.
- B. Local Switches:
1. In General:
- Single Pole - Pass & Seymour 20 AC 1-1
 - Double Pole - Pass & Seymour 20 AC 2-1
 - Three Way - Pass & Seymour 20 AC 3-1
 - Four Way - Pass & Seymour 20 AC 4-1
- Lock type as indicated by symbol on the drawings.
- C. Receptacles: All receptacles shall be rated for capacity and characteristics of the equipment serviced, and shall be complete with one additional pole for grounding.
1. In General:
- 5 ampere, 125 volt duplex - Pass & Seymour 5252U
 - 30 ampere, 250 volt single - Pass & Seymour 5352U
2. Provide weatherproof receptacles mounted with cast aluminum box complete with cast gasketed spring locking lid cover. Pass & Seymour Cat. No. 4600.
3. GFI Receptacles shall be Pass & Seymour No. 1591.
- D. Cover Plates:
1. Cover plates shall be Starna smoothline plastic, white in color.
 2. See identification requirements of these specifications.
 3. Surface mounted outlet boxes - galvanized steel surface cover with rounded edges designed to fit flush with outlet box.

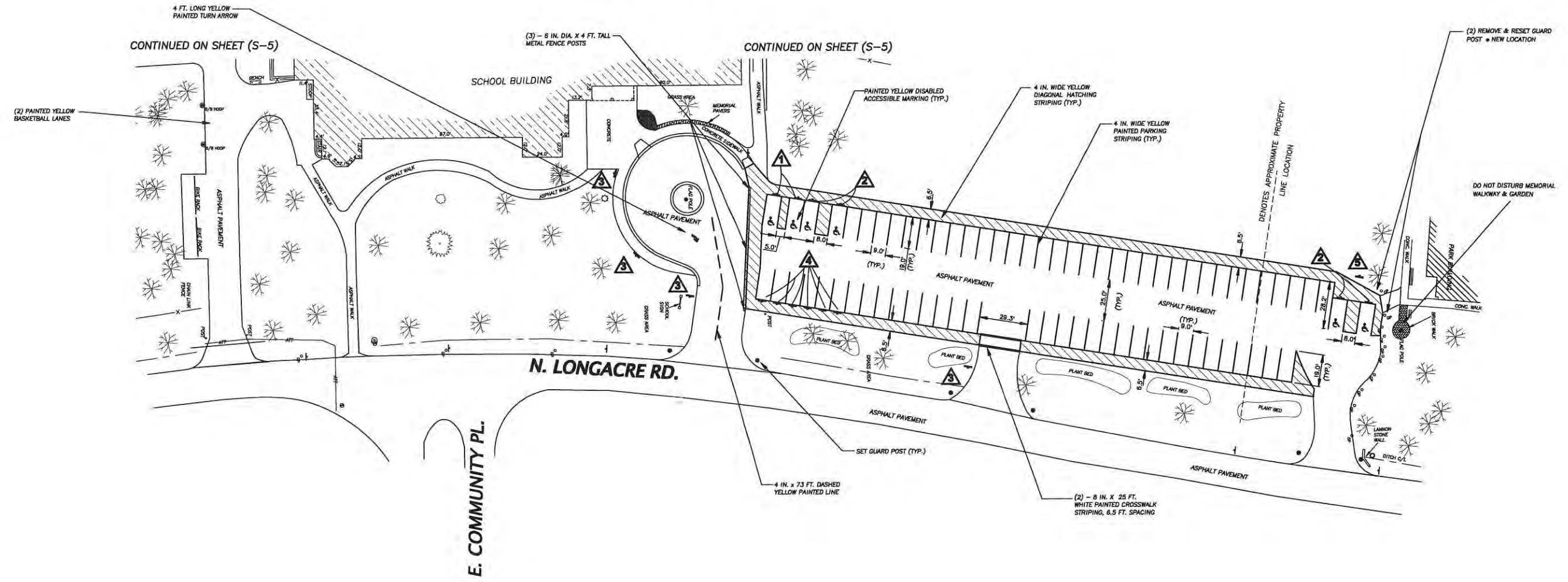
3.17 LOCATIONS OF OUTLETS AND WIRING DEVICES

- A. Outlets:
1. The exact locations of electrical outlets shall be established in the field by directive from the Architect. Generally, outlets shall be located as required for proper installation of equipment served and otherwise locations shall be established by construction or code requirements and such as to be coordinated with equipment of other trades.
 2. This Section shall consult with the Architect and refer to all details, sections, elevations and equipment plans and the plans of other trades for exact location.
 3. The Architect reserves the right to make reasonable changes in the location of outlets, apparatus or equipment up to the time of roughing in. Such changes as directed shall be made by the Contractor without additional compensation.
- B. Wiring Devices:
1. The specific location shall be determined in accordance with "Location of Outlets" of these specifications and as follows.
 2. This Section is referred to equipment plans, elevation drawings and other detail or dimensional drawings, and he shall consult with the Architect before installation of proceeding with any work dependent upon this information.
 3. Generally, wiring devices shall be located as follows:
- a. Wall receptacles shall generally be centered 12" above the finished floor and 6" above surface of built-in counters and tables where some above wall and 4" above backsplashes if counters are so equipped.
- b. Special purpose receptacles shall be located as required by equipment served.
- c. Switches shall be centered 43" above finished floor on latch side of door opening with edge of plate not more than 12" from door frame.

3.18 DEMOLITION, RENOVATION AND DISPOSITION OF EXISTING EQUIPMENT

- A. This Contractor shall note that portions of the existing building will remain in service during portions of the construction period. Areas of the building will be vacated as required to facilitate construction.
- B. This Contractor shall proceed with the completion of his work in such a manner as to cause the least possible interference with the Owner's operation. All work required in the existing building shall be done in a manner and time acceptable to the Owner.
- C. Outages and other work rendering existing equipment inoperative shall be held to a minimum - prior arrangements for each shall be made with the Owner and shall be acceptable as to time and duration.
- D. Electrical equipment in conflict with construction shall be removed and/or relocated as indicated on the drawings, as directed or required. This Contractor shall remove all electrical equipment released from service as a result of construction and no equipment removed shall be reused, except as specifically directed on the drawings or elsewhere herein. All electrical equipment removed during construction shall be presented to the Owner for his acceptance or rejection. Materials rejected by the Owner become the Contractor's property and shall be removed from the site.
- E. The Contractor shall be responsible for the work of other trades as may be necessary to facilitate the installation of electrical work in the existing building. Such work necessary that is normally done by other trades and is not covered as a part of other divisions of the work shall be done under the direction and at the expense of the Electrical Contractor. This work shall include but is not limited to cutting, patching, and all work necessary and required to leave existing building in condition acceptable to the Architect.
- F. Any existing circuits or equipment not shown on the drawings and which are logically expected to be continued in service and which may be interrupted or disturbed during construction shall be reconnected in an approved manner. In addition, any existing circuit or equipment which may require relocations or reworking, as a result of construction, shall be considered a part of the work of this branch and shall be done by this contractor with no additional compensation.
- G. All wiring that is required for electrical work shall be by this Contractor.
- H. All new conduit and wiring shall be concealed where possible to do so without extensive cutting and patching. All exposed work shall be run in wiremaid and installed only where approved by Architect. Routing shall be subject to Architect's approval. Make use of all standard wiremaid colors to match surfaces as closely as possible.
- I. All ballasts and lamps removed during the project, unless part of fixtures claimed by the Owner, become the Contractor's property and he shall dispose of them in accordance with applicable DNR and EPA regulations.

STORMONTH - EAST LOT
PAVEMENT MARKING & SIGNS



SIGN SCHEDULE

MARK	SIGN TYPE	POST	ANCHOR	SHEET QUANTITY
1	NEW - DISABLED PARKING	TAPCO, 10" STEEL RIB-BAK, U-CHANNEL POST (3# PER FT., GREEN IN COLOR)	TAPCO V-LOCK	2
2	NEW - DISABLED PARKING WITH "VAN ACCESSIBLE" TAG	TAPCO, 10" STEEL RIB-BAK, U-CHANNEL POST (3# PER FT., GREEN IN COLOR)	TAPCO V-LOCK	4
3	REUSE EXISTING SIGN	TAPCO, 10" STEEL RIB-BAK, U-CHANNEL POST (3# PER FT., GREEN IN COLOR)	GROUND	4
4	REUSE EXISTING SIGN	TAPCO, 10" STEEL RIB-BAK, U-CHANNEL POST (3# PER FT., GREEN IN COLOR)	TAPCO V-LOCK	6
5	REUSE EXISTING SIGN	REUSE EXISTING POST AND RELOCATE	GROUND	1

NOTES:
-MOUNT ALL SIGNS TO 6.5 FT HEIGHT TO TOP OF SIGN
-ALL NEW & EXISTING SIGNS SHALL BE MOUNTED WITH NEW STAINLESS STEEL HARDWARE

EAST LOT PARKING SUMMARY:
TOTAL # SPACES = 72
66 - REGULAR, 6 - DISABLED
TOTAL # STORMONTH SPACES = 62
58 - REGULAR, 4 - DISABLED
TOTAL # VILLAGE PARK SPACES = 10
8 - REGULAR, 2 - DISABLED

CERTAIN UNDERGROUND STRUCTURES HAVE BEEN LOCATED ON THE DRAWING. THESE LOCATIONS SHALL NOT BE TAKEN AS CONCLUSIVE. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND STRUCTURES, WHETHER SHOWN ON THE DRAWING OR NOT, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT.



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NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-8400 • FAX: (262) 241-5337
www.NorthShoreEngineering.net

REVISIONS				
MK	DATE	BY	REVISION	CHK'D
1				

FOX POINT-BAYSIDE SCHOOL DISTRICT
MILWAUKEE COUNTY WISCONSIN
PROPOSED PAVEMENT MARKING & SIGNS
STORMONTH ELEMENTARY SCHOOL
7301 N. LONGACRE ROAD, FOX POINT, WI

DESIGNED: J.W.H.	DRAWN: J.M.B.	CHECKED: A.R.H.	SHEET S-4 OF X
DATE: 4-24-2018	SCALE: 1 INCH = 30 FEET		
APPROVED:	PROJECT: LS-4254		

STORMONTH - WEST LOT
PAVEMENT MARKING & SIGNS

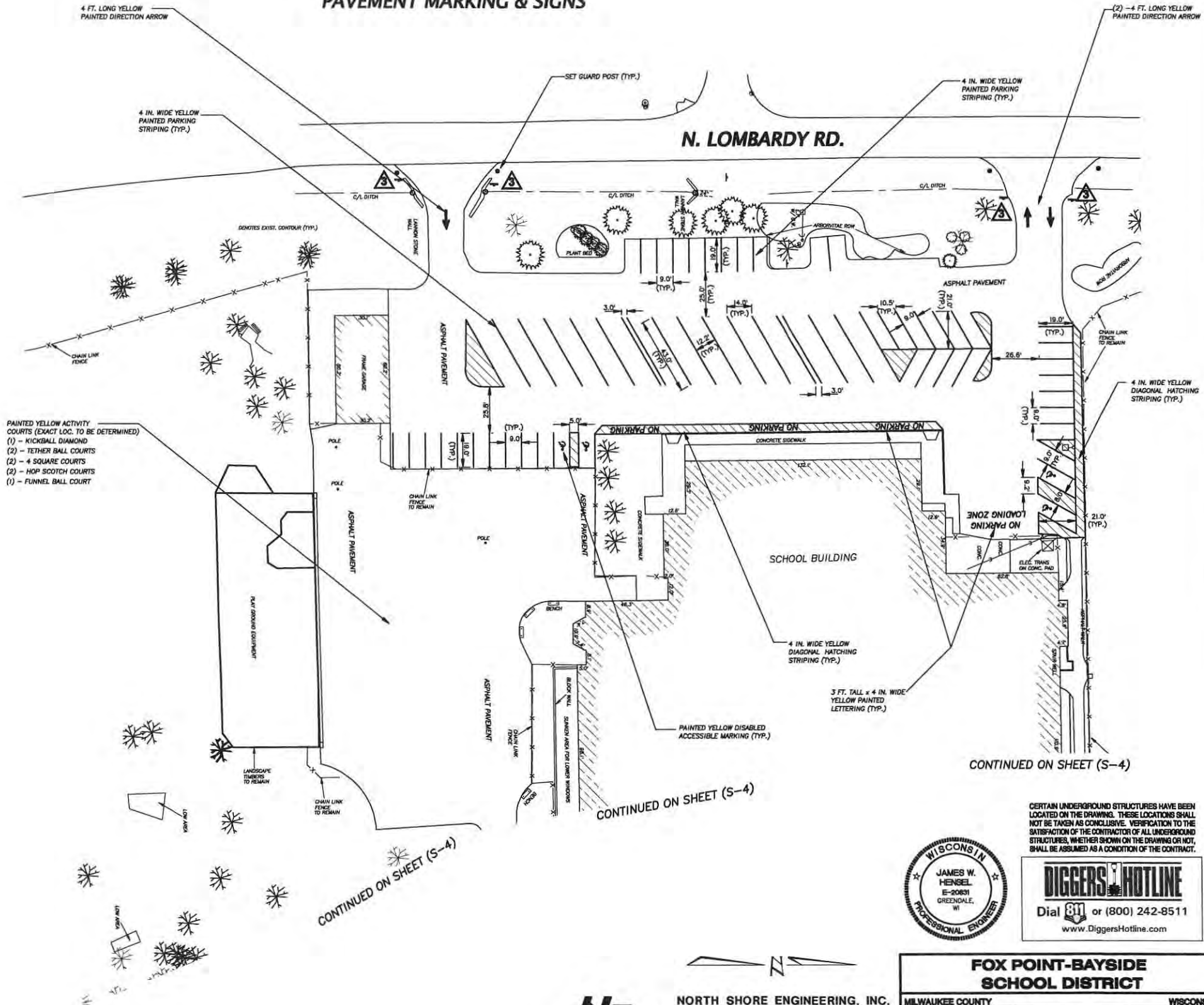
WEST LOT PARKING SUMMARY:
TOTAL # AUTO SPACES = 43
39 - REGULAR, 4 - DISABLED

TOTAL # BUS SPACES = 15

SIGN SCHEDULE

MARK	SIGN TYPE	POST	ANCHOR	SHEET QUANTITY
	REUSE EXISTING SIGN	TAPCO, 10' STEEL RIB-BAK, U-CHANNEL POST (3# PER FT., GREEN IN COLOR)	GROUND	4

NOTES:
- MOUNT ALL SIGNS TO 6.5 FT HEIGHT TO TOP OF SIGN
- ALL NEW & EXISTING SIGNS SHALL BE MOUNTED WITH NEW STAINLESS STEEL HARDWARE



CONTINUED ON SHEET (S-4)

CONTINUED ON SHEET (S-4)

CONTINUED ON SHEET (S-4)

CERTAIN UNDERGROUND STRUCTURES HAVE BEEN LOCATED ON THE DRAWING. THESE LOCATIONS SHALL NOT BE TAKEN AS CONCLUSIVE. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND STRUCTURES, WHETHER SHOWN ON THE DRAWING OR NOT, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT.



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DATE	BY	REVISION	CHK'D
4-24-2018	J.W.H.		

FOX POINT-BAYSIDE SCHOOL DISTRICT			
MILWAUKEE COUNTY		WISCONSIN	
PROPOSED PAVEMENT MARKING & SIGNS			
STORMONTH ELEMENTARY SCHOOL			
7301 N. LONGACRE ROAD, FOX POINT, WI			
DESIGNED: J.W.H.	DRAWN: J.M.B.	CHECKED: A.R.H.	SHEET S-5
DATE: 4-24-2018	SCALE: 1 INCH = 30 FEET		OF X
APPROVED:	PROJECT: LS-4254		

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

414-351-8900

Receipt No: 1.054149

Apr 20, 2018

Stormonth Elementary School-7301 N Long.

Previous Balance:		.00
LICENSES & PERMITS - CONDITIONAL USE PERMIT		300.00
24-44550 CONDITIONAL USE PERMIT OTHER PERMITS		
Total:		300.00
CHECK	Check No: 57230	300.00
Payor: Stormonth Elementary School-7301 N Long		
Total Applied:		300.00
Change Tendered:		.00

Duplicate Copy

04/20/2018 9:12 AM

**VILLAGE OF FOX POINT ORDER
GRANTING A LICENSE FOR PRIVATE USE OF VILLAGE RIGHT OF WAY
AND PRESCRIBING CONDITIONS**

WHEREAS, an application has been received from Brian J. Reiels on behalf of Fox Point – Bayside School District (hereinafter “Applicant” and the initial “Owner”); and

WHEREAS, Applicant seeks a special privilege regarding private use of a portion of Lombardy Road, specifically in that area shown in Exhibit B attached hereto and incorporated herein by reference (hereinafter, the "Licensed Area"); and

WHEREAS, Applicant seeks this approval due to the Applicant’s intent to make numerous exterior modifications to the parking lot on the Subject Property, including milling off the existing pavement, reconstructing the subgrades, paving the parking lots and installing new light poles; and

WHEREAS, contemporaneously with this application, the Applicant has applied for approval through the F-1 Institutional District process of the Village of Fox Point Village Code to allow the proposed exterior modifications to the public school facility; and

WHEREAS, upon receipt of the written application for a license to use the right of way, and the contemporaneously filed application for F District approval, the Village Board referred such application to the Plan Commission for the Village of Fox Point for consideration and recommendation; and

WHEREAS, the Plan Commission for the Village of Fox Point recommended to the Village Board that the license be granted subject to several conditions; and

WHEREAS, upon due notice, the matter came before the Village of Fox Point Village Board on June 12, 2018, and all persons present were given an opportunity to be heard regarding the application; and

WHEREAS, the Village of Fox Point Village Board, following all necessary study and investigation, having given the matter due consideration, hereby finds that it is in the best interests of the health, safety and welfare of the Village to grant a Right of Way privilege for the Subject Property, in order to accomplish the exterior modifications contemplated herein, subject to the following conditions and in strict compliance with the same.

THEREFORE, IT IS ORDERED AS FOLLOWS:

1. License for Private Use of Village Right of Way. Commencing upon the date hereof, pursuant to Wisconsin Statutes Section 66.0425 and other laws, a conditional license for private use of Village Right of Way is hereby granted. The conditional license shall continue in existence only so long as the Subject Property and Licensed Area are

operated in compliance with this Order. This conditional license is subject to initial and continued compliance with each and every one of the conditions, restrictions and limitations described herein. (This Order granting a license for private use of Village right of way, in its entirety, is referenced herein as the "License" or as "this Order".)

2. Presentation Compliance. The Licensed Area shall be used in substantial conformity with the presentation at the Village Board meeting held on June 12, 2018, and as reviewed and revised by the Village Board.
3. Subject Property and Licensed Area. This License is limited to the Licensed Area described in Exhibit B. There shall be no expansion of the area encompassed by this License. Any requests for expansion shall be treated as a new matter and application for a License shall be made in the manner then required.
4. Limitations on Use of Licensed Area. The use of the Licensed Area shall be limited to landscaping, parking, lighting, signage and traffic related uses which support the uses permitted by the F District uses that are contemplated for the Subject Property. In addition, and not to the exclusion or limitation of the such other requirements as may apply, the use of the Licensed Area shall be subject to the following requirements:
 - A. Landscaping requirements within the Licensed Area.
 - (1) Grass and open areas shall be mowed to maintain a height not to exceed 4" unless designated on the plan approved pursuant to the conditional use order as a natural area.
 - (2) Open areas shall be kept free and clear of trash, paper and other debris.
 - (3) Trees and shrubbery shall be trimmed and maintained on a regular schedule to be assured that they are kept in a neat and healthy and attractive condition. Dead trees and shrubbery shall be replaced with substantially the same trees and shrubbery.
 - B. Parking Lot and Driveway Requirements.
 - (1) Paved private drives and parking areas shall be maintained in good repair within the Licensed Area. The asphalt shall be replaced rather than repaired, if repair of such private drives and parking areas would be impractical or would disrupt the intended high quality, uniform, aesthetically pleasing appearance of the private drives and parking areas.
 - (2) Snow shall be removed from the private drives and parking areas, walks and access drives. Owner shall not allow snow to be piled

or stored within the Licensed Area, without the approval of the Village Director of Public Works.

- (3) The Owner is solely responsible for all maintenance, repair, and snow removal.

C. Lighting Requirements.

- (1) The Owner shall comply with current Village of Fox Point Village lighting ordinance requirements within the Licensed Area.
- (2) In addition, the Owner shall comply with all future Village of Fox Point Village ordinances which may regulate lighting in the Village of Fox Point, to the extent that such ordinances by the terms of the ordinance, apply to the Licensed Area and similarly situated properties. This paragraph shall not be interpreted as expanding or limiting the applicability of Village of Fox Point ordinances.
- (3) No light may be placed in the Village of Fox Point right-of-way, including the Licensed Area, unless an application for such light is submitted to Village of Fox Point Director of Public Works and Village Chief of Police which shows the dimensions and construction details for the light and the location, and such application is approved by the Director of Public Works and the Village Chief of Police.

D. Signage Requirements.

- (1) The Owner shall comply with current Village of Fox Point ordinance requirements within the Licensed Area.
- (2) In addition, the Owner shall comply with all future Village of Fox Point Village ordinances which may regulate signage in the Village of Fox Point, to the extent that such ordinances by the terms of the ordinance, apply to the Licensed Area and similarly situated properties. This paragraph shall not be interpreted as expanding or limiting the applicability of Village of Fox Point ordinances.
- (3) No sign may be placed in the Village of Fox Point right-of-way, including the Licensed Area, unless an application for such sign is submitted to Village of Fox Point Director of Public Works and Village Chief of Police which shows the dimensions and construction details for the sign and the location, and such

application is approved by the Director of Public Works and the Village Chief of Police. This paragraph does not apply to signs that lawfully exist on the Licensed Area on the date of this License.

- (4) All signs in the Licensed Area shall be maintained in good repair, and in a neat and attractive appearance.
5. Reservation of Rights and Restoration Costs. The Village reserves the right to perform any and all utility and highway or other public works projects within the Licensed Area as the Village Director of Public Works deems to be necessary or appropriate. Such work may damage or destroy or require removal of signs, lights, planting beds and /or pavement or other facilities or improvements within the Licensed Area. The Owner shall be solely responsible for any costs associated with removal of such facilities, and for all costs associated with repair, replacement, reconstruction and restoration of the site following such work that may take place within the Licensed Area, including lost profits.
6. Release, and No Village Improvement Obligation.

Owner hereby releases the Village from any liability, claims, costs, damages, expenses, demands, lawsuits or disputes arising in any way from their signs, lights, planting beds, driveway, parking area, pavement and/or other facilities or improvements, and related design and construction work which will be located partially in Lombardy Road Village right-of-way (the "ROW"). The Village shall have no obligation to design, construct, repair, replace, plow, sand, salt, or otherwise perform any work within the Licensed Area.
7. Hold Harmless and Indemnification.
 - A. As partial consideration for the Village's entry into this License, Owner covenants to indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon or imposed by the Village, its officers, employees, independent contractors, and agents arising out of this License by any party or parties.
 - B. The parties to this License, including the Owner, expressly agree that the forgoing indemnification is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin and that if any portion thereof is held invalid, it is expressly agreed that the balance of said indemnification and hold harmless agreement shall continue in legal force and effect.

- C. This indemnification does not constitute a waiver of any of the provisions of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability.
8. Insurance. At all times during the term of this License, Owner shall keep in force and effect Commercial and General Liability Insurance as outlined below by a company authorized to do business in the State of Wisconsin and A.M. Best "A" rated or better and Class VII size or larger. Such insurance shall be primary. Prior to this License taking effect, the Company shall furnish Village with a Certificate of Insurance. The Certificate of Insurance shall be submitted to the Village Attorney for approval as to the form, and shall be subject to the approval of the Village Attorney. The Village will be given 30 days advance notice by the insurance company of cancellation or non-renewal of the insurance during the term of this License. Village, its boards, commissions, agencies, officers, employees and representatives (collectively, "Additional Insured") shall be named as additional insureds under all the policies, which shall be so stated on the Certificate of Insurance. The Commercial General Liability Policy shall be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage and coverage from property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability shall be subject to the approval of the Village and may need to increase during the term of this License in order to continue to adequately protect the parties as circumstances change over time. At the commencement of this License, the policy limits shall not be less than \$1,000,000 general aggregate \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence.
9. No Limitation on Village's Rights to ROW.
- A. Nothing in this License shall be interpreted to limit the Village's right to exercise its full lawful authority as described in the United States, State of Wisconsin, Milwaukee County, or Village of Fox Point statutes, codes, ordinances, rules or orders. The Village has the right to terminate the License for good cause upon resolution adopted by the Village Board of the Village of Fox Point.
 - B. Nothing in this License shall be interpreted to limit in any way the Village's right to improve the ROW for public street or public works purposes and to assess the cost(s) of such improvement against the Subject Property and such other property in any fashion then authorized under the laws of the State of Wisconsin.
 - C. In the event the Village exercises its right to improve the ROW in a manner that overtly conflicts with this License by requiring removal of the improvements allowed herein, this License may be terminated by Owner and shall not bind the

owners of the Subject Property for any time following the date of such action, except as to those provisions which survive the termination as described herein.

- D. Owner shall remove any improvements or structures within the ROW within the time set forth in any written notice from the Village of the Village's election to use the ROW for any public street or public works purpose. In the event Owner fails to remove any improvement(s) from the ROW within the time set forth within any notice from the Village, the Village shall have the ability, but not the obligation to remove all such improvement(s) from the ROW, and shall then have the authority to charge the Owner for any costs incurred by the Village in doing so. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid within the period fixed by the Village, the charges shall become a lien upon the Subject Property as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Subject Property as provided in Section 66.0627, Wis. Stats.
- E. Owner acknowledges and agrees that it shall not be entitled to any reimbursement from the Village for any driveway or landscaping or other related or unrelated improvements removed by the Village from the ROW or for lost profits as a result of the Village's exercise of the Village's rights at any time to utilize the ROW for street or public works purposes.
10. Additional Work. Except as described herein, no further improvements to the ROW shall be made by Owner without prior written approval of the Village.
11. PLEASE TAKE NOTICE: All future owners of the Subject Property are hereby placed on notice that a portion of the parking area, access drives and other improvements, are located in the ROW. All future owners of the Subject Property are bound by the waiver, hold harmless, payment for construction, and other provisions of this document. Please be advised that by accepting title to the Subject Property, future owners shall be deemed to accept all terms of this document, which runs with the land.
12. Governing Law. This License shall be governed in all respects by and in accordance with the laws of the State of Wisconsin.
13. Laws. The Owner shall comply with all federal, State and local rules, codes, ordinances and regulations in the construction, operation and maintenance of the Licensed Area to the extent that the same, by their terms, are applicable to the Licensed Area. In addition, the Owner shall keep the Licensed Area in compliance with all federal, State and local laws, statutes, codes, ordinances, policies and guidelines related to buildings and fire protection as determined by the Building and Fire Inspectors of the Village of Fox Point to the extent that the same, by their terms, are applicable to the Licensed Area. This paragraph shall not be interpreted as expanding or limiting the applicability of federal, State or local rules, codes, ordinances, regulations, policies or guidelines.

14. Covenant to Run with the Land. This License shall be construed as a covenant running with the land and shall be binding upon and inure to the benefit of the any and all current and future owners of the Subject Property, their successors and assigns, with each owner being bound and obligated:
- A. So long as such owner remains an owner of the Subject Property; and, in addition,
 - B. For all occurrences arising during the time of ownership, even if ownership has since transferred (in which case, the obligation shall be joint and several with the then-current owner).

The term "Owner" as used in this License shall be interpreted to mean the parties subject to the License as described in this Section.

15. Order for Compliance. In addition to such other penalties and remedies as may be available to the Village of Fox Point, in the event that the Owner fails to maintain the signs, lights, planting beds, driveway, parking area, pavement and/or other facilities or improvements within the Licensed Areas the Village may give written notice of such failure to the Owner. The notice shall describe the failure in detail. The Owner shall have thirty days after receipt of the notice to cure the failure, or such longer period of time as the Village may reasonably require, or such shorter time as may be necessary due to an emergency condition as may be specified in the notice. If the Owner fails to cure the defect within the time required by the notice, or within a reasonable extension which may be agreed upon by the Village of Fox Point Village Board, the Village of Fox Point shall have the right but not the obligation to cure the defect using its own employees and equipment or to retain an independent contractor to cure the defect. The Village of Fox Point shall keep accurate records of all expenses incurred by it in curing the failure. When a cure is done by the Village of Fox Point itself, the expenses of the cure shall include the wages of all Village of Fox Point employees providing services for the cure, the cost of all materials used, a reasonable charge for the use of equipment owned by the Village of Fox Point, plus a supervision and overhead charge of 40% of all of the foregoing expenses, plus a charge for the actual employee benefit expenses attributed to the cure as reasonably computed by the Village of Fox Point plus the actual cost the Village may incur for the assistance of independent contractors, including legal and engineering assistance. When a cure is done by independent contractors, the expense of the cure shall include all actual costs that the Village incurs that is attributable to the cure, including all engineering and legal work. The Village of Fox Point shall invoice the Owner for all such expenses. The Owner shall pay the invoice in full not later than ten days following receipt of the invoice. If the Owner or owner does not pay the invoice within ten days the Village of Fox Point shall have the right to collect by one or all of the following methods:
- A. The Village of Fox Point may extend the invoice on the current or next succeeding tax roll as an unpaid special charge, pursuant to Wisconsin Statutes

Section 66.0627 and/or other applicable laws. If such charges are not paid within the period fixed by the Village of Fox Point, the charges shall become a lien upon the Subject Property as provided in Wisconsin Statutes Section 66.0627, and other applicable laws and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Wisconsin Statutes Section 66.0627 and other applicable laws.

- B. Fox Point may begin legal action in law or in equity to enforce the maintenance provisions of this License. If Fox Point prevails in any such legal action, Fox Point shall have the right to collect from the Owner Fox Point's taxable costs and disbursements of the action, plus Fox Point's reasonable attorneys' fees, which is not limited to statutory attorney fees.

- 16. Outside Storage. There shall be no outside storage within the Licensed Area.
- 17. License Fees. In consideration of the special privileges granted to the Owner herein for private use of the Licensed Area, the Owner shall pay an annual fee to the Village of Fox Point in the amount of one dollar (\$1.00). Such payment must be made no later than January 31 of each year during the term of this License upon billing by the Village.
- 18. Term. This License shall terminate on the earlier of:
 - A. June 12, 2117 or,
 - B. The date, if any, on which the Village of Fox Point notifies the Owner that Fox Point is widening Lombardy Road and, as a result of such widening, must terminate this License; or
 - C. Such earlier date as expressly allowed or required by this License.

Sections 6, 7 and 20 of this License shall survive the termination of this License, regardless of whether the termination arises from expiration, express termination, termination due to action of a party as described herein, or other cause.

- 19. Applicant and Owner Agreement. As a condition precedent to the issuance of the License, and prior to this License taking effect, the Applicant shall accept the terms and conditions of this License in its entirety in writing. In addition, prior to this Order taking effect, Applicant shall provide a title report from a title insurance company demonstrating that the Applicant is the sole party having an ownership interest in the Subject Property; or if such report shows that other persons or entities have an ownership interest in the Subject Property (including mortgagees but excluding tenants), all such persons and entities shall approve the issuance of this Order in its entirety, in writing, to the satisfaction of the Village Attorney.

20. Payment and reimbursement of fees and expenses. This License is subject to the Applicant paying all costs, assessments and charges due and owing to the Village of Fox Point either by the Applicant or imposed on the Subject Property, including, but not limited to, real estate taxes, personal property taxes, utility bills, special assessments, permit fees, license fees and professional fees which shall include all costs and expenses of any type that the Village incurs in connection with Applicant's application, including the cost of professional services incurred by the Village (including engineering, legal and other consulting fees) for the review of and preparation of the conditions of approval, attendance at meetings or other related professional services for this application, as well as the Owner paying for any actions the Village is required to take to enforce any of the conditions of this License due to a violation of this License by the Applicant or the Owner, as authorized by law.
21. Miscellaneous Provisions.
- A. This License is the complete and entire agreement of the parties with respect to the matters covered by this License, and it shall supersede all prior agreements to the contrary. No agreements, promises, or representations made during or in connection with the negotiations for or approval of this License shall be binding or effective unless they are included herein. This License may be introduced into evidence by any party without objection in any action to enforce the terms of this License. No modification of this License shall be binding unless in writing and signed by Owner and Village.
 - B. The Parties acknowledge and represent that this License is the subject of negotiation by all parties and that all parties together shall be construed to be the drafter hereof and this License shall not be construed against any party individually as drafter.
 - C. Nothing in this License shall be construed to create an employer/employee relationship, joint employer, a joint venture or partnership relationship, or a principal/agent relationship.
 - D. 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 the classification of use, the question shall be submitted to the Plan Commission for determination.
 - E. No use is hereby authorized unless the use is conducted in a lawful, orderly and peaceful manner. Nothing in this License 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

Licensed Area above described in any specific respects described herein. This License shall not be deemed to constitute a building permit, occupancy permit, conditional use permit, electrical permit, plumbing permit, parking space reduction order, or sign permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.

- F. This License hereby authorized shall be confined to the Licensed Area described, without extension or expansion other than as noted herein, and shall not vary from the purposes herein mentioned unless expressly authorized in writing by the Plan Commission as being in compliance with all pertinent ordinances.
- G. Should the public school as a whole 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 Owner be delinquent in payment of any monies due and owing to municipality, 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, this License may be terminated by action of the Village Board, following notice to the Owner and public hearing. For purposes of whether the public school has been abandoned or discontinued in use for twelve (12) consecutive months, any period during which substantial use of the public school has been discontinued due to casualty loss and subsequent settlement of claims and site/facility reconstruction and restoration, provided reconstruction and restoration proceeds promptly and without undue delay, shall be disregarded in calculating the period of discontinued use.
- H. Any change, addition, modification, alteration and/or amendment of any aspect of this License, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises, structures, or lands, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.
- I. Should any paragraph or phrase of this License 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 License and the remainder shall continue in full force and effect.
- J. If any aspect of this License is in conflict with the parking reduction order or conditional use referenced herein, or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Village Plan Commission.
- K. This License shall be recorded by the Applicant with the Milwaukee County Register of Deeds, and proof of recording shall be provided to the Village Clerk.

This License shall be construed as a covenant running with the Subject Property as described in Exhibit A attached hereto and the Licensed Area described in Exhibit B attached hereto, and shall be binding upon the Applicant, its successors and assigns.

Let copies of this License 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 Owner.

[SIGNATURES BEGIN ON FOLLOWING PAGE.]

Approved this _____ day of _____, 2018, *nunc pro tunc* June 12, 2018.

BY THE FOX POINT VILLAGE BOARD:

Douglas H. Frazer
Village President

Attest:

Kelly A. Meyer
Village Clerk/Treasurer

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, _____, the above-named Douglas H. Frazer and Kelly A. Meyer, to me known to be the President and Village Clerk, respectively, of the Village of Fox Point, and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WISCONSIN
My commission expires:_____

ACCEPTANCE

We hereby accept the terms and conditions of this Order in its entirety.

Dated this _____ day of _____, 20__.

FOX POINT – BAYSIDE SCHOOL DISTRICT:
By:

By:

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me on this _____ day of _____, 20____, the above-named executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI

My Commission Expires: _____

This document was drafted by:
Eric J. Larson
Municipal Law & Litigation Group, S.C.
720 N. East Avenue, P.O. Box 1348
Waukesha, Wisconsin 53187-1348

EXHIBIT A

STORMONTH SCHOOL, FOX POINT-BAYSIDE SCHOOL DISTRICT

PART OF LOT 12, IN SE1/4 SEC. 17-8-22 AND SW1/4 SEC. 16-8-22 DESC. IN VOL. 1409
OF DEEDS ON PAGE 191. 12.000 AC. C.2#36C

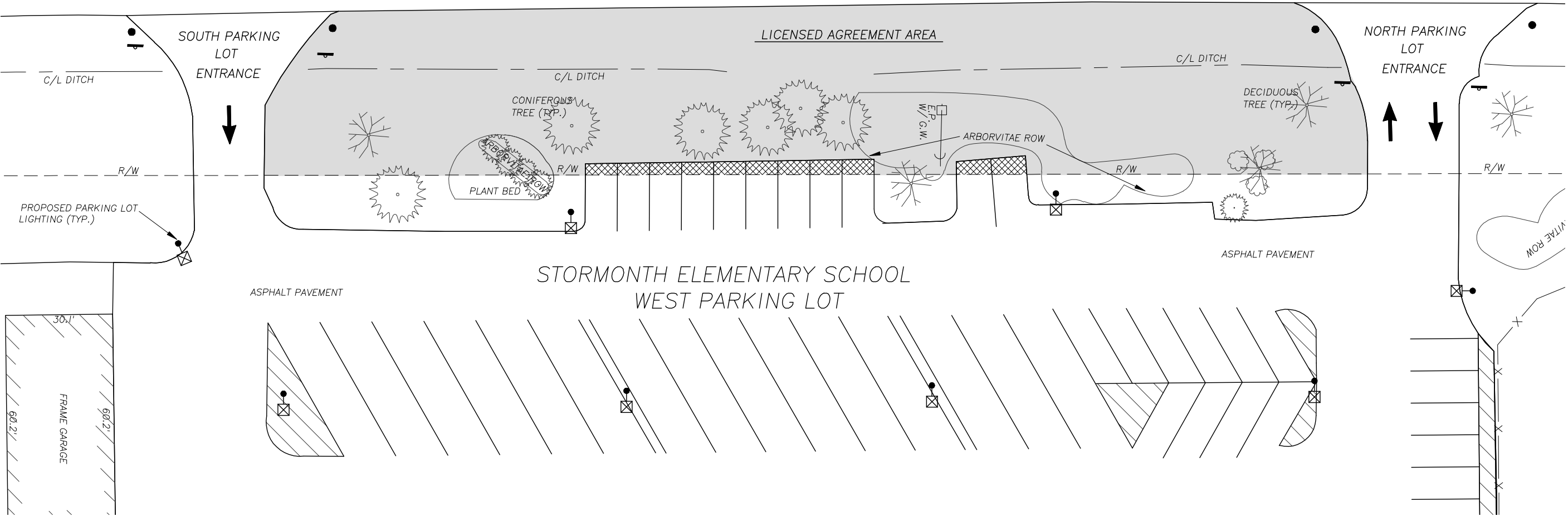
TAXKEY: 0969960000

EXHIBIT B

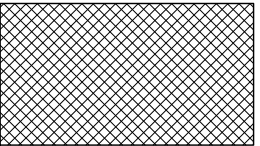
(Description of the Licensed Area, which is that portion of
Lombardy Road to be licensed for private use)

N. LOMBARDY RD.

ASPHALT PAVEMENT



DENOTES PLANTING AREA WITHIN
LICENSED AGREEMENT AREA



DENOTES PARKING LOT IN
LICENSED AGREEMENT AREA



DENOTES N. LOMBARDY RD.
EAST RIGHT OF WAY LINE



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

EXHIBIT " B "

LICENSED AGREEMENT AREA

STORMONTH ELEMENTARY SCHOOL

7301 N. LONGACRE ROAD, FOX POINT, WI

DATE:
JUNE 6, 2018

DRAWN:
J.M.B.

SCALE:
1 INCH = 30 FEET



NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.NorthShoreEngineering.net



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: Chief Freedy

Date: June 7, 2018

Re: Ordinance Regarding Burning Materials in the Village

You will find on your consent agenda an ordinance to refine the existing burning ordinance(s) within the Village.

We have had issues with our existing ordinance since I started, primarily when citizens wanted to put in permanent gas fire features in their backyards. We regularly ran into issues concerning either distance from the house or some other setback issue. The Village has traditionally taken a complaint driven approach to fire pits and the like, but the increasing amount of people installing these features who then call village Hall to see about the rules and to secure an appropriate permit for the construction made addressing this ordinance necessary. It was difficult to be in a position to issue a permit for a location that was noncompliant or to know somebody was putting in a feature without a permit so as to place the feature in a more logical location.

Staff researched ordinances in our neighboring communities of Whitefish Bay and Bayside. In the end, we used the Bayside template as our starting point, knowing that Chief Whitaker of the North Shore Fire Department and Mr. Peterson (Manager) had worked to develop the Bayside one approximately 2 years ago. What you see is the result of that work, my review and modifications following lengthy discussions with Chief Freedy and the NSFD, and some great ordinance organizational work by Mr. Larson.

I will say that the rights of the citizens are not restricted any more than they were previously; to the contrary, they are largely unchanged, but in one area they are enhanced. In section 2 Subchapter D, it discusses permit gas fire features and exceptions for those. Chief Whitaker and I discussed at length NFPA fire code recommendations versus the realities of North Shore lots and fire safety as it relates to hard plumbed features.

Chief Whitaker and I agreed that 10 feet was an adequate distance for a permanent gas fire feature to be placed. In the past, depending on your reading of the ordinance, most would agree that it had to be at a minimum 25 feet from the home, which caused the Village and its citizens some difficulties in some circumstances. We both believe that this is a very reasonable standard and are satisfied with its safety.

I would like to reiterate that insofar as the majority of this code exists, the Village will continue to act largely on a complaint driven basis. I have no interest in our Police Department driving around looking for fixtures that may be marginally within the guidelines set in this code; however, making the permanent gas fire feature portion of this code clearer and reasonable will be of great benefit to the Village and its citizens.

Please contact me if you have any questions and thank you for your consideration

ARENZ, MOLTER, MACY, RIFFLE, LARSON & BITAR

MUNICIPAL LAW & LITIGATION GROUP, S.C.

730 N. GRAND 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
REMZY D. BITAR

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

June 7, 2018

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

Re: An Ordinance to Repeal and Re-Crete Section 276-4, to Repeal Section 781-16. A., and to Repeal and Re-Crete Section 781-16 of the Village of Fox Point Village Code Concerning Burning Materials in the Village of Fox Point First Draft

Dear Mr. Botcher:

On June 4, 2018, I received your request that I prepare an ordinance regarding the above-noted matter. You asked that I ensure that the Ordinance will provide for consistent regulation of outdoor burning in the Village, in light of a number of revisions throughout the Village Code. I have had an opportunity to carefully consider this matter.

Enclosed please find a first draft of an Ordinance that I have prepared for your consideration in this regard. Please note the following:

1. The issue of outdoor burning is regulated in Chapter 276 for purposes of solid waste regulation, and in Chapter 781 for purposes of fire prevention regulation. In order to ensure that these are addressed consistently, significant parts of both Chapters need to be clarified and modified, which is the purpose of the changes that I have proposed in the enclosed.
2. As a general matter, if this Ordinance is adopted, the following standards will apply:
 - Uncontained fires for purposes of burning grass, brush or refuse will need be located 100 feet from any building or structure, and will require a special permit issued by the Police Chief. This maintains existing provisions in this regard, with some clarification to make it clear that this only applies to burning of garbage, rubbish and grass outside of a compliant container.

- Fires for burning grass, brush or refuse in a compliant container is permitted, but must be located 25 feet from any structure. This also maintains existing standards.
- Cooking on a grill is permitted, but must be 10 feet from any structure.
- Small bonfires are permitted but must be no closer than 25 feet from a structure.
- Permanent outdoor gas fire features are permitted, but must be no closer than 10 feet from the nearest structure.

Please ensure that these general standards, as further described in the enclosed, are consistent with your intent.

After you have an opportunity to review the enclosed, please do not hesitate to contact me with any questions or concerns you may have in this regard.

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/egm
Enclosure

cc: Douglas H. Frazer, Village President
Kelly Meyer, Village Clerk/Treasurer
Christopher Freedy, Village Chief of Police

C:\MyFiles\Fox Point\Ordinances\Botcher ltr 6.7.18.docx

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL AND RE-CREATE SECTION 276-4,
TO REPEAL SECTION 781-16. A., AND TO REPEAL AND RE-
CREATE SECTION 781-16 OF THE VILLAGE OF FOX POINT
VILLAGE CODE CONCERNING BURNING MATERIALS IN THE
VILLAGE OF FOX POINT**

WHEREAS, Village staff have recommended that the Village Code be clarified regarding the locations where outdoor burning is permitted in the Village, due to some apparently conflicting terms in the Village Code; and

WHEREAS, Village staff have closely considered these regulations in consultation with the North Shore Fire Department Fire Chief and Village staff have recommended the changes that are herein proposed; and

WHEREAS, the Village Board of the Village of Fox Point have carefully considered recommendations of Village staff and hereby intends to adopt the Village staff's recommendations.

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

SECTION I Chapter 276 of the Village of Fox Point Village Code entitled, "Solid Waste," Article I entitled, "Collection and Disposal," Section 276-4 entitled "Burning garbage or rubbish," is hereby repealed and re-created as follows:

§ 276-4. Burning garbage or rubbish.

- A. It is necessary in the interests of public safety, public welfare, the protection of property and the reduction of unnecessary expense in fighting fires, to regulate the setting or starting of fires for the burning of grass, brush or rubbish within the Village.
- B. Garbage. No person shall cause or undertake to burn or set fire to any garbage except within an incinerator or furnace permanently installed in a dwelling.
- C. Grass, Brush or Rubbish With Permit. No person shall cause or undertake to burn or set fire, outside of an incinerator or furnace permanently installed in a dwelling, to any grass, whether growing or cut, brush or rubbish on any premises, including any portion of a public or private way, except as hereinafter expressly provided, without first making application for and obtaining from the Police Chief a permit therefor. Application for such permit shall be made upon the form provided by the Village Clerk/Treasurer. A permit shall be issued only to the owner or occupant of the premises described in the application, or his duly authorized agent. The following permit conditions apply:

~~D.(1)~~ No permit shall be issued for starting, burning or setting of any fire and no fire shall be burned within a distance of 100 feet of any building or structure, nor at a time or under circumstances when it may reasonably be anticipated that there is danger of the fire spreading in a manner so as to endanger any land or buildings within the Village nor without supervision or contrary to regulations of the Police Chief.

~~E.(2)~~ The permit shall state the name of the person applying for the same and the location of the premises upon which such fire is to be set, and set forth the regulations and the manner in which such fire shall be supervised and controlled.

~~F.(3)~~ It is the duty of the Police Chief before issuing any permit to make such survey and examination of the premises as he shall deem necessary prior to the issuance of the permit. Refusal to issue such permit shall be reviewable by the Board of Appeals.

~~G.D.~~ Grass, Brush or Rubbish in Compliant Container. The owner or occupant of any premises or his agent may, without applying for or obtaining a permit therefor, burn or cause to be burned grass, brush or rubbish, exclusive of garbage, if the same is completely enclosed in a metal or metal mesh container with holes in the bottom thereof no larger than 22 inches in diameter, and with holes in the side or top thereof no larger than 1/2 inch in diameter, and provided such container is not placed closer than 25 feet to any structure nor on or near an area containing dry grass, weeds or other combustible material.

~~E.~~ Nothing in this Section 276-4 shall be interpreted to prohibit open burning that is specifically exempted by Section 781-16 of this Code.

~~H.F.~~ Any person who violates this section shall, upon conviction thereof, be subject to the penalty provided for violating this code and shall also pay all costs incurred by the Village in extinguishing or attempting to extinguish such fire with its fire equipment or otherwise.

SECTION II Chapter 781 of the Village of Fox Point Village Code entitled, "Fires and Fire Prevention," Article III entitled, "Fire Prevention," Section 781-16 entitled "Burning materials," is hereby repealed and re-created as follows:

§ 781-16. Burning materials.

~~A.~~ It shall be unlawful for any person to burn or cause to be burned, any combustible materials in any structure or building, in a manner other than approved by this chapter or state law or to burn such combustible materials in any street, alley or yard in the Village of Fox Point within 100 feet of any building, except those uses permitted in in the Village Code and/or in NFPA 1 (cooking only).

- A. Prohibition; exceptions. Open burning, outdoor burning and refuse burning are prohibited unless the burning is specifically permitted by Section 276-4 of this Code, subject to the additional exceptions in this Section 781-16.
- B. Grilling exception. Fires using charcoal, wood, propane or natural gas in cooking or grilling appliances are allowed, if located in approved locations as follows: No hibachi, gas fired grill, charcoal grill, electric grill or other similar device used for cooking shall be used or kindled above grade level, on any balcony or under any overhanging portion or within ten feet of any structure, from any combustible material, combustible wall or partition, exterior window opening, exit access or exit.
- C. Small bonfires exception. Small bonfires and gas fire features for cooking, or recreation are allowed provided that the fire is confined by a control device, structure or other device specifically designed for that use such as a fire pit, masonry barbeque pit, chimenea, outdoor fireplace or similar device or as approved by the Village and the Fire Department. The maximum open burn area is 33 inches in diameter or six square feet. All of the above must be configured to prevent sparks from becoming readily airborne and to ensure all hot embers are confined to prevent the spread of fire. Only untreated or uncontaminated wood shall be burned. Such fires shall only be conducted at a location not closer than 25 feet from the nearest building, accessory structure, fence, deck or any other combustible surface. Any open burning of this type shall be constantly attended and supervised by competent persons of at least 18 years of age; this includes the time from ignition until the fire is extinguished. These persons shall have readily available for use such fire extinguishing equipment as may be necessary for the total control and extinguishment of the fire (i.e., garden hoses that are connected and charged, five-gallon buckets of water or other suitable extinguishing method).
- D. Permanent gas fire feature exception. Permanent outdoor gas fire features may be utilized for open burning upon compliance with all applicable codes and standards. Fuel for this type of fire shall only be those designated for the appliance. The appliance shall have an enclosure that is permanently anchored to the exterior of the fire feature. Fire features shall not be located closer than 10 feet from the nearest building, accessory structure, fence, deck or any other combustible surface and shall be used on a non-combustible, safe and level surface. No combustible materials shall be allowed within five feet of the appliance. Features must be located a minimum of ten feet from building air intakes or other openings. Any open burning of this type shall be constantly attended and supervised by competent persons of at least 18 years of age; this includes the time from ignition until the fire is extinguished. These persons shall have readily available for use such fire extinguishing equipment as may be necessary for the total control and extinguishment of the fire. A timer shall be installed allowing a maximum of 60 minutes burn time, and control systems shall have safeguards to automatically shut off gas once the set time expires. The igniter shall be secured to prevent unauthorized persons from igniting the burner. A visible emergency shut-off shall be provided within reach.

~~B.E. Negligent handling prohibited. Notwithstanding the foregoing exceptions, w~~Whoever handles burning materials in a highly negligent manner is subject to the penalties hereinafter enumerated. ~~Burning material is handled in a highly negligent manner if, under the circumstances, the person should realize that it creates an unreasonable risk and high probability of death or great bodily harm to another or serious damage to another's property.~~

~~C. Burning material is handled in a highly negligent manner if, under the circumstances, the person should realize that he creates an unreasonable risk and high probability of death or great bodily harm to another or serious damage to another's property.~~

SECTION III SEVERABILITY.

The several sections of this Ordinance are declared to be severable. If any section or provision thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such declaration shall apply only to the specific section(s) or portion(s) thereof directly specified in said declaration, and shall not affect the validity of any other provisions, sections, or portions of the Ordinance, which 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 IV EFFECTIVE DATE.

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

Adopted this _____ day of _____, 2018.

Douglas H. Frazer, Village President

Attest:

Kelly A. Meyer, Village Clerk



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909

To: Village Board

From: Michael Pedersen, Assistant Village Manager

Through: Scott Botcher, Village Manager

Date: June 8, 2018

Re: 2018 Municipal Pool Daily Fee Adjustment

Overview

Over the last four pool seasons, the Village has allowed both residents and non-residents to purchase daily passes to the pool in lieu of purchasing an annual membership. Prior to this, daily passes were only available to those accompanied by a Village resident with an annual membership.

According to Pool staff, half of the late afternoon walk up traffic end up not purchasing a daily pass at the current amount, noting it isn't worth the price for the last few hours the pool is open. The current daily fee is \$8 for adults and \$6 for children. In an attempt to attract more daily revenue, the Village is requesting the Board repeal and re-create section 63-3 of the Village Code lowering the daily rate to \$5 for both adults and children after 5:00p.m.

Recommendation

Staff recommends the Village Board accept the request to repeal and re-create section 63-3 of the Fox Point Village Code allowing pool staff to offer the lower daily rate of \$5 for both adults and children after 5:00p.m.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL AND RE-CREATE PORTIONS OF
SECTION 63-3 OF THE VILLAGE OF FOX POINT VILLAGE CODE
CONCERNING THE REDUCTION OF SWIMMING POOL FEES AFTER
5:00 PM**

WHEREAS, Village staff have recommended that the daily fee that applies to the swimming pool be reduced as described herein after 5:00 pm; and

WHEREAS, the Village Board hereby intends to adopt the Village staff recommendation.

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

SECTION I Chapter 63 of the Village of Fox Point Village Code entitled, “Fees,” Section 63-3 entitled “Swimming Pool Fees,” Subsection (7). is hereby repealed and re-created as follows:

(7) Daily fee for adult guests: \$8 before 5:00pm, \$5 after 5:00pm.

SECTION II Chapter 63 of the Village of Fox Point Village Code entitled, “Fees,” Section 63-3 entitled “Swimming Pool Fees,” Subsection (8). is hereby repealed and re-created as follows:

(8) Daily fee for child guests: \$6 before 5:00pm, \$5 after 5:00pm.

SECTION III SEVERABILITY.

The several sections of this Ordinance are declared to be severable. If any section or provision thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such declaration shall apply only to the specific section(s) or portion(s) thereof directly specified in said declaration, and shall not affect the validity of any other provisions, sections, or portions of the Ordinance, which 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 IV EFFECTIVE DATE.

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

[signatures on following page]

Adopted this _____ day of _____, 2018.

Douglas H. Frazer, Village President

Attest:

Kelly A. Meyer, Village Clerk

ARENZ, MOLTER, MACY, RIFFLE, LARSON & BITAR

MUNICIPAL LAW & LITIGATION GROUP, S.C.

730 N. GRAND 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
REMZY D. BITAR

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

May 29, 2018

Kelly Meyer, Village Clerk/Treasurer
Village of Fox Point
7200 N. Santa Monica Blvd
Fox Point, WI 53217

**Re: An Ordinance to Repeal and Re-Crete Section 19-5. A. of the Village of Fox
Point Village Code Concerning Board of Review Procedures
First Draft**

Dear Ms. Meyer:

I received your request that I prepare an ordinance that would update the Village Code regarding time of meetings to comply with current State laws. I have had an opportunity to carefully consider this matter.

Enclosed please find a first draft of an ordinance that I have prepared for your consideration. After you have an opportunity to review the enclosed, please do not hesitate to contact me with any questions or concerns you may have in this regard.

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/egm

Enclosure

cc: Scott Botcher, Village Manager

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STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL AND RE-CREATE SECTION 19-5. A. OF
THE VILLAGE OF FOX POINT VILLAGE CODE CONCERNING
BOARD OF REVIEW PROCEDURES**

WHEREAS, 2017 Wisconsin Act 68 modified the required procedures of the Board of Review in some respects; and

WHEREAS, the Village Board hereby intends to modify the Village Code to comply with current State laws.

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

SECTION I Chapter 19 of the Village of Fox Point Village Code entitled, “Boards, Commissions and Committees,” Section 19-5 entitled “Time of Meetings,” Subsection A. is hereby repealed and re-created as follows:

§19-5 Time of Meetings.

- A. The Board of Review of the Village of Fox Point shall meet annually at any time during the forty-five-day period beginning on the fourth Monday of April, but no sooner than seven days after the last day on which the assessment roll is open for examination. ~~thirty-day period beginning on the second Monday of May.~~

SECTION II SEVERABILITY.

The several sections of this Ordinance are declared to be severable. If any section or provision thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such declaration shall apply only to the specific section(s) or portion(s) thereof directly specified in said declaration, and shall not affect the validity of any other provisions, sections, or portions of the Ordinance, which 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.

[signatures on following page]

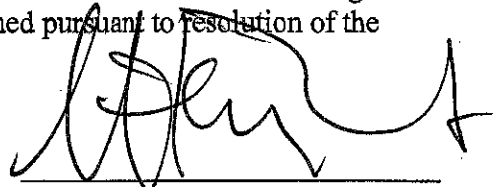
Adopted this _____ day of _____, 2018.

Douglas H. Frazer, Village President

Attest:

Kelly A. Meyer, Village Clerk

This is to certify that the attached is true and correct list of bills due for a period from May 1- 31, 2018, in the total amount of \$478,462.15. 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.



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 June 12, 2018.

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: 05/01/2018-05/31/2018

Page: 1
May 30, 2018 08:57AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-13100 ACCOUNTS RECEIVABLE - SUNDRY						
617	JOHNSON'S NURSERY	SBI-13020	TREE	04/30/2018	642.00	05/11/2018
618	WAYSIDE NURSERIES, INC.	125080	TREE	04/25/2018	525.00	05/11/2018
662	MILWAUKEE COUNTY	2017	REFUND LXCLUB	05/03/2018	2,800.00	05/04/2018
Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY:					3,967.00	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	JUNE 2018	JUNE LIFE INSURANCE	05/03/2018	848.88	05/04/2018
Total 10-21520 GROUP LIFE:					848.88	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	MAY 2018	MAY 2018	05/30/2018	540.00	05/30/2018
Total 10-21525 UNION DUES:					540.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0503182	Deferred Comp NICHOLAS Pay	05/03/2018	50.00	05/04/2018
375	NORTH SHORE BANK, FSB	PR0503182	Deferred Comp NORTH SHORE	05/03/2018	665.00	05/04/2018
375	NORTH SHORE BANK, FSB	PR0517182	Deferred Comp NICHOLAS Pay	05/17/2018	50.00	05/18/2018
375	NORTH SHORE BANK, FSB	PR0517182	Deferred Comp NORTH SHORE	05/17/2018	665.00	05/18/2018
1822	WELLS FARGO BANK, N.A.	PR0503181	Deferred Comp WI DEFER - PRE	05/03/2018	4,528.00	05/04/2018
1822	WELLS FARGO BANK, N.A.	PR0503181	Deferred Comp WI DEFER - RO	05/03/2018	982.00	05/04/2018
1822	WELLS FARGO BANK, N.A.	PR0517181	Deferred Comp WI DEFER - PRE	05/17/2018	4,528.00	05/18/2018
1822	WELLS FARGO BANK, N.A.	PR0517181	Deferred Comp WI DEFER - RO	05/17/2018	982.00	05/18/2018
101991	VANTAGEPOINT TRANSFER AG	PR0503181	Deferred Comp ICMA-PRETAX	05/03/2018	987.30	05/04/2018
101991	VANTAGEPOINT TRANSFER AG	PR0517181	Deferred Comp ICMA-PRETAX	05/17/2018	987.30	05/18/2018
Total 10-21530 DEFERRED COMPENSATION:					14,424.60	
10-21540 GARNISHMENT						
797	WI SCTF	05/04/2018- JANZE	ID7417425 LOCATOR 55200 JAN	05/03/2018	524.30	05/04/2018
797	WI SCTF	05/18/2018	ID7417425 LOCATOR 55200 JAN	05/17/2018	524.30	05/18/2018
Total 10-21540 GARNISHMENT:					1,048.60	
10-21550 FILL PERMIT DEPOSIT						
59	DIMITROPOULOUS, PETER	7960LAKE DEPOSI	FILL DEPOSIT REFUND	05/17/2018	5,000.00	05/18/2018
Total 10-21550 FILL PERMIT DEPOSIT:					5,000.00	
10-23000 WORKERS COMPENSATION						
1858	R & R INSURANCE SERVICES, I	1868013	LWMMI	05/03/2018	9,900.00	05/04/2018
Total 10-23000 WORKERS COMPENSATION:					9,900.00	
10-44120 LIQUOR/TOBACCO LICENSES						
727	WI DEPT. OF JUSTICE	51TZdM5A	BARTENDERS	05/17/2018	35.00	05/18/2018
727	WI DEPT. OF JUSTICE	bartender 052018	BARTENDERS	05/25/2018	42.00	05/25/2018
Total 10-44120 LIQUOR/TOBACCO LICENSES:					77.00	
10-45100 FINES/FORFEITURES						
621	MID MORAINNE MUNICIPAL COU	HAWKINS/AASIYA	HAWKINS/AASIYAH GERMANT	05/03/2018	876.00	05/04/2018
660	HAWKINS, MARQUASIA U	04/30/2018 OVERP	OVERPAYMENT	05/03/2018	9.00	05/04/2018
673	CROCKETT, SUSAN	05/15/2018	ALREADY PAID SEATBELT IN C	05/17/2018	10.00	05/18/2018
678	WARZALA SCHULZ, TAYLOR	OVERPAY 5/18/18	OVERPAYMENT	05/23/2018	18.00	05/25/2018

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928	WEST ALLIS POLICE DEPARTM	REISSUE MARKS	MARKS/DIJON 1/6/1999	05/03/2018	98.80	05/04/2018
2737	OAK CREEK POLICE DEPT.	GOLDEN/ARSHAD	GOLDEN/ARSHAD 11/25/91	05/03/2018	93.50	05/04/2018
Total 10-45100 FINES/FORFEITURES:					1,105.30	
10-46710 PAVILION RENTALS						
35	SUMNER, LIZ	6.000033	REFUND DEPOSIT	05/22/2018	50.00	05/25/2018
612	KREITLOW, TINA	6.000028	REFUND DEPOSIT	05/09/2018	50.00	05/11/2018
674	KAMINSKI, JACKIE	2.0001015	REFUND LESS CANCELLATION	05/17/2018	140.00	05/18/2018
1174	KLENKE, ANTHONY	1.053869	REFUND DEPOSIT	05/03/2018	50.00	05/04/2018
Total 10-46710 PAVILION RENTALS:					290.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	APRIL 2018	APRIL 2018 DRIVER SUR/JAIL	05/04/2018	819.17	05/04/2018
552	WISCONSIN, STATE OF - COUR	APRIL 2018	APRIL 2018 COURT FEES	05/04/2018	2,273.00	05/04/2018
Total 10-51200-395 COUNTY COURT FEES:					3,092.17	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	11874	VLG ATTORNEY	05/10/2018	3,084.80	05/11/2018
535	MUNICIPAL LAW & LITIGATION	12021	VILLAGE ATTORNEY	05/29/2018	4,631.70	05/30/2018
Total 10-51300-218 VILLAGE ATTORNEY:					7,716.50	
10-51300-219 VILLAGE PROSECUTOR						
1924	STIPPICH SELIN & CAIN LLC	1302	APRIL 2018	05/03/2018	1,056.00	05/04/2018
Total 10-51300-219 VILLAGE PROSECUTOR:					1,056.00	
10-51440-310 SUPPLIES/EXPENSES						
774	ELECTION SYSTEMS & SOFTW	1043859	MAINTENANCE FEE	05/11/2018	400.00	05/25/2018
774	ELECTION SYSTEMS & SOFTW	1044278	PAPER	05/15/2018	34.33	05/25/2018
Total 10-51440-310 SUPPLIES/EXPENSES:					434.33	
10-51520-213 VILLAGE AUDIT						
194	BAKER TILLY VIRCHOW KRAUS	BT1256133	AUDIT	05/10/2018	2,000.00	05/11/2018
Total 10-51520-213 VILLAGE AUDIT:					2,000.00	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	134073	MAY SERVICES	05/01/2018	2,623.29	05/04/2018
Total 10-51530-210 CONTRACT SERVICES:					2,623.29	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	22527371	MONTHLY	05/03/2018	231.00	05/04/2018
477	TAYLOR COMPUTER SERVICE	17544	MAIL ARCHIVE VLG	05/03/2018	393.87	05/04/2018
477	TAYLOR COMPUTER SERVICE	17612	MAY ANTI VIRUS VLG	05/14/2018	445.85	05/18/2018
477	TAYLOR COMPUTER SERVICE	17658	APRIL 2018 VH EMAIL	05/29/2018	303.03	05/30/2018
1215	MONITORING SERVICES LLC	1906	YEARLY MAY18-MAY19	05/03/2018	300.00	05/04/2018
1716	ENTERPRISE SYSTEMS GROU	80081	REPAIR	04/27/2018	132.00	05/04/2018
2689	SPRUCE UP CLEANING	3028	MONTHLY	04/27/2018	1,583.37	05/04/2018
2689	SPRUCE UP CLEANING	3048	MAY	05/22/2018	1,583.37	05/25/2018
5786	GREAT AMERICAN LEASING C	22698483	MONTHLY	05/29/2018	231.00	05/30/2018

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Total 10-51600-210 CONTRACT SERVICES:					5,203.49	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	03/19-04/19/2018	3298-754-812	05/03/2018	575.57	05/04/2018
536	WE-ENERGIES	04/19-05/18/18	3298-754-812	05/24/2018	184.62	05/25/2018
Total 10-51600-220 GAS-HEAT:					740.19	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	03/19-04/19/2018	3298-754-812	05/03/2018	1,096.22	05/04/2018
Total 10-51600-221 ELECTRIC UTILITIES:					1,096.22	
10-51600-222 TELEPHONE UTILITIES						
1338	EARTHLINK BUSINESS	05/01/2018	7345438	05/09/2018	171.80	05/11/2018
2691	CENTURYLINK-BUSINESS SVC.	1439631929	87619173	05/09/2018	.41	05/11/2018
5312	AT & T- VILLAGE	04/22/2018	414 351-8909 758 7	05/03/2018	36.62	05/04/2018
Total 10-51600-222 TELEPHONE UTILITIES:					208.83	
10-51600-234 VILLAGE HALL MAINTENANCE						
43	AUTO PARTS & SERVICE	759753	SPRAY	05/02/2018	50.28	05/25/2018
360	NASSCO INC.	S2321154.001	PAPER PRODUCTS	04/24/2018	365.55	05/25/2018
502	VILLAGE HARDWARE - VH	172886	MISC	04/23/2018	15.81	05/11/2018
502	VILLAGE HARDWARE - VH	173226	VLG	05/02/2018	12.81	05/25/2018
502	VILLAGE HARDWARE - VH	173546	HOSE HANGER	05/11/2018	13.49	05/25/2018
1246	SECURE FIRE & SAFETY LLC	13236	ANNUAL VH	04/11/2018	847.25	05/11/2018
1710	UP NORTH SERVICES	2841	MARCH 2018 PEST VH	04/23/2018	45.00	05/11/2018
1710	UP NORTH SERVICES	2847	FEB 2018 PEST VH	04/26/2018	45.00	05/11/2018
2241	ITU ABSORB TECH, INC	6984998	VH	04/12/2018	202.90	05/11/2018
2241	ITU ABSORB TECH, INC	7003129	VLG	05/10/2018	205.43	05/25/2018
2745	ADELMAN MAINTENANCE COR	294280	VH CARPET	05/05/2018	725.00	05/25/2018
2973	TIME WARNER CABLE	5/7-6/6	TV BOX	05/01/2018	5.52	05/25/2018
4777	BATTERIES PLUS -	P740613	LED	04/06/2018	20.85	05/04/2018
4777	BATTERIES PLUS -	P944416	LED	04/20/2018	20.85	05/11/2018
5778	OFFICE COPYING EQUIPMENT	AR53423	COPIES	04/16/2018	306.25	05/04/2018
5778	OFFICE COPYING EQUIPMENT	AR56046	COPIES	05/18/2018	215.55	05/25/2018
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					3,097.54	
10-51600-310 SUPPLIES/MISC EXPENSES						
1521	AMAZON CAPITAL SERVICES	17WC-K6PX-JVLJ	A3HWGOZSFB60GA	05/03/2018	72.02	05/04/2018
1521	AMAZON CAPITAL SERVICES	1LYG-FJ9G-VNMP	VH SUPPLIES	05/10/2018	9.64	05/11/2018
2476	RITEWAY BUSINESS FORMS	18-31451	A/P CHECKS	05/03/2018	272.90	05/04/2018
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					354.56	
10-51700-511 GROUP HEALTH - RETIREES						
354	MORODER, PAUL	25	HEALTH INSURANCE REIMBUR	05/01/2018	267.90	05/04/2018
638	KRIEFALL, DONALD A	25	HEALTH INSURANCE REIMBUR	05/01/2018	414.50	05/04/2018
1801	MILLER, DAN N	2	MONTHLY REIMBURSEMENT	05/01/2018	308.68	05/04/2018
Total 10-51700-511 GROUP HEALTH - RETIREES:					991.08	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
477	TAYLOR COMPUTER SERVICE	17613	MAY ANTI VIRUS POLICE	05/14/2018	131.80	05/18/2018
2973	TIME WARNER CABLE	spectrum OTA	10404+-038090401-6001	05/03/2018	11.04	05/04/2018

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5152	JAMES IMAGING SYSTEMS, IN	820420	MONTHLY	05/10/2018	77.25	05/11/2018
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					220.09	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	4/18-05/17/2018	6286-911-140	05/23/2018	363.63	05/25/2018
Total 10-52100-220 GAS UTILITIES:					363.63	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	4/18-05/17/2018	9299-448-560	05/23/2018	27.21	05/25/2018
536	WE-ENERGIES	4/18-05/17/2018	0699-070-169	05/23/2018	1,768.49	05/25/2018
Total 10-52100-221 ELECTRIC UTILITIES:					1,795.70	
10-52100-222 TELEPHONE UTILITIES						
477	TAYLOR COMPUTER SERVICE	17657	APRIL PD EMAIL	05/25/2018	225.33	05/25/2018
1336	EARTHLINK BUSINESS	05/01/2018	7345438	05/09/2018	107.37	05/11/2018
2136	VERIZON WIRELESS	9806626108	786223225-00001 POLICE	05/14/2018	275.32	05/18/2018
2691	CENTURYLINK-BUSINESS SVC.	1439631929	87619173	05/09/2018	.41	05/11/2018
2973	TIME WARNER CABLE	07043301050118	070433001	05/10/2018	442.90	05/11/2018
5312	AT & T- VILLAGE	04/22/2018	414 351-8909 758 7	05/03/2018	22.88	05/04/2018
Total 10-52100-222 TELEPHONE UTILITIES:					1,074.21	
10-52100-233 EQUIPMENT MAINTENANCE						
727	WI DEPT. OF JUSTICE	background 052018	PEDDLERS	05/15/2018	7.00	05/18/2018
727	WI DEPT. OF JUSTICE	dpw piontek	PEDDLERS	05/03/2018	7.00	05/04/2018
4777	BATTERIES PLUS -	1776182	12V	05/25/2018	23.95	05/25/2018
5645	CNA SURETY	sg513	NOTARY GROSSMUELLER	05/03/2018	20.00	05/04/2018
5839	LEXISNEXIS	1246411-20180430	MONTHLY	05/03/2018	30.00	05/04/2018
Total 10-52100-233 EQUIPMENT MAINTENANCE:					87.95	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	173106	VINYL	05/03/2018	3.14	05/04/2018
5892	FLAG CENTER	71891	FLAG	05/17/2018	62.00	05/18/2018
Total 10-52100-234 BUILDING MAINTENANCE:					65.14	
10-52100-310 SUPPLIES/EXPENSES						
282	LARK UNIFORM, INC.	265486	OBREMSKI	05/10/2018	57.95	05/11/2018
5033	OFFICE DEPOT -US COMMUNIT	133913329001	37360205 POLICE	05/14/2018	75.87	05/18/2018
5033	OFFICE DEPOT -US COMMUNIT	133913957001	73760205	05/14/2018	18.38	05/18/2018
Total 10-52100-310 SUPPLIES/EXPENSES:					152.20	
10-52100-330 CLOTHING ALLOWANCE						
282	LARK UNIFORM, INC.	265877	OBREMSKI	05/10/2018	42.95	05/11/2018
473	STREICHER'S	1309124	BROUWER	05/25/2018	41.97	05/25/2018
473	STREICHER'S	1315487	MORELLI	05/25/2018	5.97	05/25/2018
473	STREICHER'S	1315490	BASTRESS	05/25/2018	129.99	05/25/2018
4751	RED THE UNIFORM TAILOR	B214091	NIEUWENHUIS	05/10/2018	112.50	05/11/2018
Total 10-52100-330 CLOTHING ALLOWANCE:					333.38	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC	2442270	10586-10586 POLICE DEPARTM	05/14/2018	61.45	05/18/2018

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393	PACKERLAND RENT-A-MAT INC	2442286	10586-10586 POLICE DEPARTM	05/14/2018	316.70	05/18/2018
393	PACKERLAND RENT-A-MAT INC	2445168	10586-10586 POLICE DEPARTM	05/25/2018	83.11	05/25/2018
Total 10-52100-334 JANITORIAL SUPPLIES:					441.26	
10-52100-335 SCHOOL EXPENSES						
170	STONE HARBOR RESORT	Morelli WCPA	MORELLI 10/23-10/25/18	05/10/2018	297.00	05/11/2018
482	TUNDRA LODGE	WDOA Arendt	ARENDT	05/10/2018	246.00	05/11/2018
1187	WI DARE OFFICERS CONFERE	2018KA	DARE CONFERENCE	05/14/2018	200.00	05/18/2018
Total 10-52100-335 SCHOOL EXPENSES:					743.00	
10-52400-250 WEIGHTS & MEASURES INSPECTION						
197	WI DEPT. OF AGRICULTURE, T	115-0000008932	M & W CONTRACT INSPECT	05/10/2018	1,200.00	05/11/2018
Total 10-52400-250 WEIGHTS & MEASURES INSPECTION:					1,200.00	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	123187	1/20-4/13/18	05/09/2018	217.10	05/25/2018
Total 10-53100-233 GIS MAINTENANCE:					217.10	
10-53100-310 SUPPLIES/EXPENSES						
1766	CONFLUENCE GRAPHICS	68668	BUSINESS CARDS	04/11/2018	45.00	05/04/2018
Total 10-53100-310 SUPPLIES/EXPENSES:					45.00	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	03/19-04/19/2018	3449-647-735	05/03/2018	217.46	05/04/2018
536	WE-ENERGIES	04/04-05/05/18	7083-911-529	05/10/2018	37.10	05/11/2018
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					254.56	
10-53310-400 MATERIALS						
2830	COMPASS MINERALS	253300	SEASONAL FILL	05/01/2018	6,240.42	05/04/2018
Total 10-53310-400 MATERIALS:					6,240.42	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	04/04-05/05/18	3217-867-834	05/10/2018	15.71	05/11/2018
536	WE-ENERGIES	04/04-05/05/18	6865-091-092	05/10/2018	15.71	05/11/2018
536	WE-ENERGIES	04/04-05/05/18	9024-478-778	05/10/2018	15.71	05/11/2018
536	WE-ENERGIES	4/4-5/3/18	7018-222-713	05/09/2018	15.84	05/11/2018
Total 10-53400-221 BUS STOP-ELECTRIC:					62.97	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-	0000260-1996-8	MSW-APRIL 2018	05/09/2018	6,537.87	05/11/2018
102164	WI DNR	241408860-2018-1	2018 ENVIROMENTAL FEE	05/23/2018	176.00	05/25/2018
Total 10-53630-370 LANDFILL FEES:					6,713.87	
10-53641-400 MATERIALS						
3234	WALDSCHMIDT'S TOWN & COU	619540	TRIMMER LINE	05/09/2018	124.76	05/25/2018
Total 10-53641-400 MATERIALS:					124.76	

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10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-	0053596-2286-6	YARD APRIL	05/09/2018	792.60	05/11/2018
1298	WASTE MANAGEMENT OF WI-	0053704-2286-8	YARD WASTE	05/22/2018	1,717.17	05/25/2018
Total 10-53642-400 MATERIALS:					2,509.77	
10-53700-300 MISCELLANEOUS EXPENSE						
17	WELD SPECIALTY GAS & EQUI	R04180073	CYLINDER RENTAL	04/30/2018	22.50	05/25/2018
43	AUTO PARTS & SERVICE	759154	SILICON SPRAY	04/26/2018	26.34	05/11/2018
502	VILLAGE HARDWARE - VH	172940	NUTS BOLTS	04/24/2018	6.50	05/11/2018
1546	BUMPER TO BUMPER	618-304069	PAINT	05/03/2018	188.64	05/25/2018
2241	ITU ABSORB TECH, INC	6984996	SHOP	04/12/2018	11.12	05/11/2018
2241	ITU ABSORB TECH, INC	6989423	SHOP	04/19/2018	11.12	05/11/2018
2241	ITU ABSORB TECH, INC	6993969	SHOP	04/26/2018	11.32	05/11/2018
2241	ITU ABSORB TECH, INC	6998598	SHOP	05/03/2018	11.32	05/25/2018
2241	ITU ABSORB TECH, INC	7003127	SHOP	05/10/2018	11.32	05/25/2018
2241	ITU ABSORB TECH, INC	7007582	SHOP	05/17/2018	11.32	05/25/2018
3292	OSI ENVIROMENTAL INC.	1041820	FILTERS	04/02/2018	45.00	05/04/2018
3292	OSI ENVIROMENTAL INC.	1041956	SOLVENT	05/18/2018	76.50	05/25/2018
101685	FASTENAL COMPANY	WIMI2139158	PARTS	04/18/2018	57.12	05/11/2018
Total 10-53700-300 MISCELLANEOUS EXPENSE:					490.12	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	757986	MISC	04/11/2018	25.14	05/11/2018
43	AUTO PARTS & SERVICE	759753	BLADE	05/02/2018	30.00	05/25/2018
43	AUTO PARTS & SERVICE	760952	BATTERY LESS CORE RETURN	05/16/2018	120.59	05/25/2018
198	NAPA AUTO PARTS	5250-587706	PARTS	05/01/2018	13.99	05/25/2018
362	GRIFFIN CHEVROLET	162485	PROGRAMMING	04/17/2018	133.53	05/11/2018
362	GRIFFIN CHEVROLET	291426	RADIO	04/17/2018	137.50	05/11/2018
776	GRAINGER, INC.	9764231610	RIVETED	04/20/2018	232.14	05/11/2018
1132	BURRIS EQUIPMENT CO.	P184852B	RING	04/20/2018	227.09	05/25/2018
3234	WALDSCHMIDT'S TOWN & COU	616746	PARTS	04/23/2018	26.24	05/11/2018
3259	HYQUIP, LLC- WAUKESHA	00391362	HOSE	04/18/2018	137.89	05/11/2018
3259	HYQUIP, LLC- WAUKESHA	00391372	RING/HOSE	04/18/2018	31.68	05/11/2018
4776	AARONIN STEEL SALES, INC.	58134	METAL	04/24/2018	44.64	05/25/2018
5980	MILWAUKEE TRACTOR & EQUI	27634	SKID RENTAL	05/07/2018	780.00	05/25/2018
5980	MILWAUKEE TRACTOR & EQUI	384556	SCREW	04/26/2018	10.20	05/25/2018
5980	MILWAUKEE TRACTOR & EQUI	R756645	RING/ AXEL	05/03/2018	1,590.33	05/25/2018
Total 10-53700-341 REPAIR PARTS:					3,540.96	
10-53700-342 TIRES						
413	POMP'S TIRE SERVICE, INC.	60144490	TIRES	04/18/2018	1,116.00	05/11/2018
413	POMP'S TIRE SERVICE, INC.	60146781	TIRES	05/16/2018	745.00	05/25/2018
Total 10-53700-342 TIRES:					1,861.00	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	759154	DEF/STARTRON	04/26/2018	144.89	05/11/2018
1337	HERBST OIL, INC	67766	FUEL	04/16/2018	1,044.57	05/11/2018
1337	HERBST OIL, INC	67767	FUEL	05/02/2018	2,007.26	05/25/2018
1337	HERBST OIL, INC	67770	FUEL	04/10/2018	1,404.91	05/11/2018
1337	HERBST OIL, INC	67803	FUEL	05/16/2018	1,947.05	05/25/2018
1337	HERBST OIL, INC	68008	FUEL	04/16/2018	660.11	05/11/2018
1337	HERBST OIL, INC	68009	FUEL	05/02/2018	1,996.22	05/25/2018
1337	HERBST OIL, INC	68013	FUEL	04/10/2018	1,764.64	05/11/2018
1337	HERBST OIL, INC	68040	FUEL	05/16/2018	1,608.77	05/25/2018

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Total 10-53700-343 FUEL:					12,578.42	
10-53700-346 MISC DPW SHOP TOOLS						
43	AUTO PARTS & SERVICE	757986	GREASE GUN	04/11/2018	101.00	05/11/2018
776	GRAINGER, INC.	9759810055-	HOSE/ASSEMBLY	04/17/2018	75.75	05/11/2018
Total 10-53700-346 MISC DPW SHOP TOOLS:					176.75	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	03/19-04/19/2018	3298-754-812	05/03/2018	575.58	05/04/2018
536	WE-ENERGIES	04/19-05/18/18	3298-754-812	05/24/2018	939.31	05/25/2018
536	WE-ENERGIES	04/19-05/18/18	3298-754-812	05/24/2018	164.61	05/25/2018
Total 10-53800-220 GAS UTILITIES:					1,679.50	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	03/19-04/19/2018	3298-754-812	05/03/2018	1,096.22	05/04/2018
536	WE-ENERGIES	04/19-05/18/18	3298-754-812	05/24/2018	939.32	05/25/2018
Total 10-53800-221 ELECTRIC UTILITIES:					2,035.54	
10-53800-222 TELEPHONE UTILITIES						
1336	EARTHLINK BUSINESS	05/01/2018	7345438	05/09/2018	150.32	05/11/2018
5312	AT & T- VILLAGE	04/22/2018	414 351-8909 758 7	05/03/2018	32.04	05/04/2018
Total 10-53800-222 TELEPHONE UTILITIES:					182.36	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9804558177	787066169-00001	04/23/2018	156.23	05/04/2018
2136	VERIZON WIRELESS	9806405908	787000169-00001	05/01/2018	20.00	05/18/2018
2136	VERIZON WIRELESS	9806405908	787000169-00001	05/01/2018	173.69	05/18/2018
Total 10-53800-224 CELL PHONES:					349.92	
10-53800-300 MISCELLANEOUS EXPENSE						
727	WI DEPT. OF JUSTICE	mechanic 052018	BACKGROUND CHECK MECHA	05/25/2018	7.00	05/25/2018
2241	ITU ABSORB TECH, INC	6989425	DPW	04/19/2018	25.96	05/11/2018
2241	ITU ABSORB TECH, INC	6993971	DPW	04/26/2018	26.45	05/11/2018
2241	ITU ABSORB TECH, INC	6998600	DPW	05/03/2018	26.45	05/25/2018
2241	ITU ABSORB TECH, INC	7007584	DPW	05/17/2018	26.45	05/25/2018
101685	FASTENAL COMPANY	WIMI2139551	PALLET PULLER	05/08/2018	65.00	05/25/2018
Total 10-53800-300 MISCELLANEOUS EXPENSE:					177.31	
10-53800-333 SAFETY PROGRAM						
671	AIRGAS	9075697136	GLOVES	05/15/2018	376.74	05/18/2018
671	AIRGAS	9076099870	GLOVES	05/22/2018	11.81	05/25/2018
776	GRAINGER, INC.	9775814271	GLASSES/EARPLUGS	05/08/2018	560.88	05/11/2018
5763	AMERICAN INDUSTRIAL MEDIC	20262	AUDIOGRAM	05/10/2018	660.00	05/11/2018
Total 10-53800-333 SAFETY PROGRAM:					1,609.43	
10-53900-324 DRUG TESTING						
1780	US HEALTHWORKS MED GROU	0056875	DRUG TEST	05/22/2018	217.00	05/25/2018
Total 10-53900-324 DRUG TESTING:					217.00	

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10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	04/04-05/05/18	5214-367-035	05/10/2018	220.94	05/11/2018
Total 10-55440-220 GAS UTILITIES:					220.94	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	4/4-5/3/18	5630-222-440	05/09/2018	99.47	05/11/2018
Total 10-55440-221 ELECTRIC UTILITIES:					99.47	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	36929	FORESTRY REQUESTS	03/30/2018	3,770.00	05/04/2018
5933	WACHTEL TREE SCIENCE & SE	37576	FORESTRY REQUESTS	04/26/2018	3,445.00	05/04/2018
Total 10-56100-125 FORESTRY CONSULTANT:					7,215.00	
10-59000-500 CONTINGENCY FUND						
4542	SEH, INC.	349232	DUNWOOD	05/10/2018	4,785.88	05/11/2018
Total 10-59000-500 CONTINGENCY FUND:					4,785.88	
20-61000-221 ELECTRIC UTILITIES						
537	WE-ENERGIES LIB	4/5-5/4/18	UTILITY-ELECTRIC	05/23/2018	2,638.41	05/25/2018
Total 20-61000-221 ELECTRIC UTILITIES:					2,638.41	
20-61000-222 TELEPHONE UTILITIES						
2973	TIME WARNER CABLE	048980901050118	UTILITIES- TELEPHONE 048980	05/23/2018	181.43	05/25/2018
Total 20-61000-222 TELEPHONE UTILITIES:					181.43	
20-61000-223 WATER/SEWER UTILITIES						
5543	PREMIUM WATERS, INC.	011767-04/18	UTILITY- WATER	05/23/2018	75.65	05/25/2018
Total 20-61000-223 WATER/SEWER UTILITIES:					75.65	
20-61000-230 MAINTENANCE						
393	PACKERLAND RENT-A-MAT INC	2436439/42266	MAINTENANCE-NORTHSHORE	05/23/2018	92.30	05/25/2018
Total 20-61000-230 MAINTENANCE:					92.30	
20-61000-233 EQUIPMENT MAINTENANCE						
2347	NORTHSHORE BANK	05/23/2018	EQUIPMENT MAINT.	05/23/2018	986.00	05/25/2018
5778	OFFICE COPYING EQUIPMENT	AR54420	EQUIPMENT MAINTENANCE	05/09/2018	338.25	05/11/2018
5786	GREAT AMERICAN LEASING C	22603191	COPY MACHINE	05/23/2018	328.00	05/25/2018
Total 20-61000-233 EQUIPMENT MAINTENANCE:					1,652.25	
20-61000-310 SUPPLIES/EXPENSES						
140	DEMCO	6365857	SUPPLIES	05/09/2018	879.77	05/11/2018
215	INNERFACE SIGN SYSTEMS, IN	0351907	SUPPLIES	05/23/2018	32.45	05/25/2018
667	MINUTEMAN PRESS	69883	SUPPLIES	05/23/2018	47.56	05/25/2018
1960	STAPLES ADVANTAGE	05/23/2018	SUPPLIES	05/30/2018	48.01	05/30/2018
2347	NORTHSHORE BANK	05/23/2018	SUPPLIES	05/23/2018	272.87	05/25/2018
Total 20-61000-310 SUPPLIES/EXPENSES:					1,280.66	

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20-61000-322 TRAINING						
2347	NORTHSHORE BANK	05/23/2018	TRAINING	05/23/2018	742.52	05/25/2018
Total 20-61000-322 TRAINING:					742.52	
20-61000-323 PUBLICATIONS/NOTICES						
38	PARAGON PRINTING & GRAPHI	33245	PUBLICATIONS	05/09/2018	611.11	05/11/2018
Total 20-61000-323 PUBLICATIONS/NOTICES:					611.11	
20-61000-500 CONTINGENCY FUND						
2347	NORTHSHORE BANK	05/23/2018	CONTINGENCY FUND	05/23/2018	40.90	05/25/2018
Total 20-61000-500 CONTINGENCY FUND:					40.90	
20-61000-535 LEASE(RENT)						
37	L/V ENTERPRISES, LLC	4690	LEASE	05/23/2018	3,953.00	05/25/2018
Total 20-61000-535 LEASE(RENT):					3,953.00	
20-61000-800 CAPITAL OUTLAY						
688	MUSIC & MEMORY INC.	05/23/2018	CAPITAL	05/23/2018	600.00	05/25/2018
1960	STAPLES ADVANTAGE	05/23/2018	CAPITAL	05/30/2018	149.25	05/30/2018
Total 20-61000-800 CAPITAL OUTLAY:					749.25	
20-61000-812 ADULT BOOKS						
55	BAKER & TAYLOR BOOKS VEN	05/09/2018	ADULT BOOKS	05/09/2018	3,178.72	05/11/2018
55	BAKER & TAYLOR BOOKS VEN	05/23/2018	ADULT BOOKS	05/23/2018	735.91	05/25/2018
616	BATES, JOHN	2019	NON FICTION	05/09/2018	20.72	05/11/2018
2347	NORTHSHORE BANK	05/23/2018	ADULT BOOKS	05/23/2018	9.95	05/25/2018
Total 20-61000-812 ADULT BOOKS:					3,945.30	
20-61000-813 JUVENILE BOOKS						
55	BAKER & TAYLOR BOOKS VEN	05/09/2018	JUVENILE BOOKS	05/09/2018	1,170.56	05/11/2018
101	MIDAMERICA BOOKS	450126	JUVENILE BOOKS	05/09/2018	140.47	05/11/2018
Total 20-61000-813 JUVENILE BOOKS:					1,311.03	
20-61000-815 MEDIA						
55	BAKER & TAYLOR BOOKS VEN	05/09/2018	MEDIA	05/09/2018	439.15	05/11/2018
55	BAKER & TAYLOR BOOKS VEN	05/23/2018	MEDIA	05/23/2018	176.57	05/25/2018
645	BAKER & TAYLOR ENTERTAIN	05/09/2018	MEDIA-ADULT	05/09/2018	19.81	05/11/2018
645	BAKER & TAYLOR ENTERTAIN	05/23/2018	MEDIA-ADULT	05/23/2018	353.37	05/25/2018
2401	MIDWEST TAPE	96012285/2282	ADULT MEDIA	05/09/2018	113.57	05/11/2018
2401	MIDWEST TAPE	960316635/704539	ADULT MEDIA	05/23/2018	83.21	05/25/2018
Total 20-61000-815 MEDIA:					1,185.68	
20-61000-830 ADULT PROGRAMMING						
2347	NORTHSHORE BANK	05/23/2018	ADULT PROGRAMMING	05/23/2018	54.65	05/25/2018
Total 20-61000-830 ADULT PROGRAMMING:					54.65	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	123187	1/20-4/13/18	05/09/2018	500.00	05/25/2018

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Total 21-53100-233 GIS MAINTENANCE:					500.00	
21-71000-400 MATERIALS						
123	NEENAH FOUNDRY COMPANY	265908	FRAME PLATEN	04/24/2018	5,148.00	05/04/2018
123	NEENAH FOUNDRY COMPANY	286017	ADJ RING	04/24/2018	1,652.50	05/04/2018
2260	PORT A JOHN	1283894-IN	PORT A JOHN	03/27/2018	93.00	05/04/2018
2260	PORT A JOHN	1284875-IN	PORT A JOHN	04/27/2018	93.00	05/04/2018
Total 21-71000-400 MATERIALS:					6,986.50	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	4/4-5/3/18	2417-882-521	05/09/2018	12.12	05/11/2018
Total 21-72000-220 GAS UTILITIES:					12.12	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	4/4-5/3/18	1670-928-034	05/09/2018	32.30	05/11/2018
536	WE-ENERGIES	4/4-5/3/18	2417-882-521	05/09/2018	146.96	05/11/2018
Total 21-72000-221 ELECTRIC UTILITIES:					179.26	
21-73000-226 MMSD CHARGES						
290	MMSD	089-18	FEB01 THRU APR 30 2018	05/17/2018	95,952.33	05/25/2018
Total 21-73000-226 MMSD CHARGES:					95,952.33	
21-73000-310 SUPPLIES/EXPENSES						
415	POSTMASTER	2NDQTR2018WAT	2/1-5/1/2018 WATERBILLS	05/29/2018	227.73	05/30/2018
2385	WISCONSIN RURAL WATER AS	W1581	MEMBERSHIP-UJAZDOWSKI	05/09/2018	15.00	05/11/2018
5873	LITHO SPECIALISTS	IS28800	LASER CARDS 2/1-5/1/18	05/09/2018	113.33	05/11/2018
Total 21-73000-310 SUPPLIES/EXPENSES:					356.06	
21-73000-400 MATERIALS						
2136	VERIZON WIRELESS	9804558177	787066169-00001	04/23/2018	17.50	05/04/2018
2136	VERIZON WIRELESS	9806405908	787000169-00001	05/01/2018	17.50	05/18/2018
Total 21-73000-400 MATERIALS:					35.00	
21-91000-575 PRIVATE LATERAL PROGRAM (MMSD)						
256	KAPUR & ASSOCIATES, INC.	93620	2017 LATERAL CCTV INSPECTI	04/06/2018	18,379.50	05/04/2018
256	KAPUR & ASSOCIATES, INC.	93935	MARCH/APRIL 2018 18.0069.01	05/04/2018	1,750.50	05/11/2018
661	LAUGHRIN, DONNA	43408	REIMBURSEMENT	05/03/2018	125.00	05/04/2018
Total 21-91000-575 PRIVATE LATERAL PROGRAM (MMSD):					20,255.00	
21-91000-871 TELEVISIONING						
888	NORTHERN PIPE INC.	881	BELMONT	04/13/2018	307.50	05/04/2018
Total 21-91000-871 TELEVISIONING:					307.50	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
256	KAPUR & ASSOCIATES, INC.	93622	2018 SANITARY SEWER	04/06/2018	3,392.00	05/04/2018
256	KAPUR & ASSOCIATES, INC.	93941	MARCH/APRIL 2018	05/04/2018	1,952.00	05/11/2018
256	KAPUR & ASSOCIATES, INC.	93942	MARCH/APRIL 2018	05/04/2018	1,680.00	05/11/2018

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Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					7,024.00	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-	6195994/6206981	MONTHLY	03/28/2018	35,846.60	05/04/2018
Total 22-53650-210 CONTRACT SERVICES:					35,846.60	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	04/4-05/3/18	8294-368-584	05/17/2018	40.82	05/18/2018
536	WE-ENERGIES	04/4-05/3/18	8294-368-584	05/17/2018	24.65	05/18/2018
Total 23-55420-220 GAS UTILITIES:					65.47	
23-55420-222 TELEPHONE UTILITIES						
1345	AT & T U-VERSE	05/01/2018	111299163-POOL	05/17/2018	40.84	05/18/2018
Total 23-55420-222 TELEPHONE UTILITIES:					40.84	
23-55420-400 MATERIALS						
327	MENARD'S - MILWAUKEE	59060	FLASHLIGHT/BATTERY	05/09/2018	60.83	05/25/2018
338	MISS CUPCAKE BOUTIQUE BA	2018	GIFT CARDS	05/23/2018	1,240.00	05/25/2018
502	VILLAGE HARDWARE - VH	173379	POOL	05/07/2018	10.41	05/25/2018
502	VILLAGE HARDWARE - VH	173383	POOL	05/07/2018	3.59	05/25/2018
502	VILLAGE HARDWARE - VH	173409	NUTS/BOLTS	05/08/2018	.68	05/25/2018
502	VILLAGE HARDWARE - VH	173547	POOL	05/11/2018	12.64	05/25/2018
502	VILLAGE HARDWARE - VH	173747	POOL	05/17/2018	51.04	05/25/2018
825	LENNY'S POOL SERVICE	150095	CHEMICALS/POOL SUPPLIES	05/14/2018	913.69	05/18/2018
825	LENNY'S POOL SERVICE	150185	SAND	05/14/2018	24.00	05/25/2018
1547	SOS TECHNOLOGIES	146605	AED/PADS	05/08/2018	92.75	05/25/2018
1766	CONFLUENCE GRAPHICS	68610	POOL MAILING	04/27/2018	864.54	05/04/2018
3241	PPC COMMUNICATIONS	22607	ESoft PLANNER YEARLY	05/01/2018	720.00	05/04/2018
5684	NORTH SHORE ENVIRONMENT	138mwin-aaqkb2	HEALTH DEPT POOL FEES	05/07/2018	818.00	05/11/2018
Total 23-55420-400 MATERIALS:					4,812.17	
24-21545 STREET & SIDEWALK DEPT						
675	BMCI CONSTRUCTION	1.052764 4/20/17	REFUND DEPOSIT	05/17/2018	1,000.00	05/18/2018
685	STEVE POTT CONSTRUCTION	43403	8405 N LAKE DR-ROAD DEPOSIT	05/29/2018	500.00	05/30/2018
Total 24-21545 STREET & SIDEWALK DEPT:					1,500.00	
24-44460 BUILDING PERMIT						
605	ZARNE, DANIEL	1.054106	OVER PAYMENT	05/10/2018	57.30	05/11/2018
Total 24-44460 BUILDING PERMIT:					57.30	
24-44470 PLUMBING PERMIT						
162	CLIFF BERGIN & ASSOC.	9.000028	REFUND 7154 N NAVAJO	05/10/2018	60.00	05/11/2018
Total 24-44470 PLUMBING PERMIT:					60.00	
24-52400-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	11974	VLG ATTORNEY	05/10/2018	35.00	05/11/2018
Total 24-52400-218 VILLAGE ATTORNEY:					35.00	

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24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9804558177	787066169-00001	04/23/2018	60.00	05/04/2018
2136	VERIZON WIRELESS	9806405908	787000169-00001	05/01/2018	60.00	05/18/2018
Total 24-52400-224 CELL PHONES:					120.00	
24-52400-322 TRAINING						
1423	WI DEPT. OF SAFETY & PROF S	4/27/18	ID 931387	04/27/2018	40.00	05/04/2018
Total 24-52400-322 TRAINING:					40.00	
25-53420-400 MATERIALS						
474	CORE & MAIN LP	17962210	MISC PARTS	05/14/2018	1,259.68	05/18/2018
Total 25-53420-400 MATERIALS:					1,259.68	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9804558177	787066169-00001	04/23/2018	20.00	05/04/2018
Total 25-53800-210 CONTRACT SERVICES:					20.00	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	123187	1/20-4/13/18	05/09/2018	750.00	05/25/2018
Total 25-53800-233 GIS MAINTENANCE:					750.00	
25-55410-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	12021	VILLAGE ATTORNEY	05/29/2018	419.40	05/30/2018
Total 25-55410-210 CONTRACT SERVICES:					419.40	
25-55410-310 SUPPLIES/EXPENSES						
415	POSTMASTER	2NDQTR2018WAT	2/1-5/1/2018 WATERBILLS	05/29/2018	227.73	05/30/2018
2385	WISCONSIN RURAL WATER AS	W1581	MEMBERSHIP-UJAZDOWSKI	05/09/2018	15.00	05/11/2018
5873	LITHO SPECIALISTS	IS28800	LASER CARDS 2/1-5/1/18	05/09/2018	113.33	05/11/2018
Total 25-55410-310 SUPPLIES/EXPENSES:					356.06	
25-91500-845 STORM SEWER-CLUB/LILAC/POPLAR						
256	KAPUR & ASSOCIATES, INC.	93621	2018 STREET & UTILITY	04/06/2018	4,104.70	05/04/2018
256	KAPUR & ASSOCIATES, INC.	93940	MARCH/APRIL 2018 18.0088.01	05/04/2018	1,884.16	05/11/2018
Total 25-91500-845 STORM SEWER-CLUB/LILAC/POPLAR:					5,988.86	
40-91200-801 SQUAD CARS						
5305	EWALD AUTOMOTIVE GROUP	ewald 2018	2 SQUADS	05/10/2018	61,970.00	05/11/2018
Total 40-91200-801 SQUAD CARS:					61,970.00	
40-91500-801 STREET RESURFACING						
256	KAPUR & ASSOCIATES, INC.	93621	2018 STREET & UTILITY	04/06/2018	4,104.70	05/04/2018
256	KAPUR & ASSOCIATES, INC.	93940	MARCH/APRIL 2018 18.0088.01	05/04/2018	1,884.17	05/11/2018
256	KAPUR & ASSOCIATES, INC.	93981	NAVAJO, SENECA LAKE DR	05/14/2018	2,962.50	05/25/2018
5410	UNITED STONE CORP.	378889	STONE	05/07/2018	2,900.00	05/11/2018
Total 40-91500-801 STREET RESURFACING:					11,851.37	

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40-91600-824 TREE PLANTING						
617	JOHNSON'S NURSERY	SBI-13020	TREE	04/30/2018	2,688.00	05/11/2018
618	WAYSIDE NURSERIES, INC.	125060	TREES	04/25/2018	6,763.00	05/11/2018
2477	LEAVES INSPIRED TREE NURS	283	TREES	04/24/2018	1,789.00	05/11/2018
Total 40-91600-824 TREE PLANTING:					11,240.00	
40-91600-833 TREE REPLACEMENT						
80	ROWE SAND & GRAVEL INC.	185797	DUMP FILL	05/09/2018	480.00	05/11/2018
280	LIESENER SOILS INC.	0157824	SOIL	05/02/2018	1,560.00	05/04/2018
617	JOHNSON'S NURSERY	SBI-13020	TREE	04/30/2018	2,996.00	05/11/2018
618	WAYSIDE NURSERIES, INC.	125060	TREES	04/25/2018	4,975.00	05/11/2018
2477	LEAVES INSPIRED TREE NURS	283	SPRING TREES	04/24/2018	1,943.00	05/11/2018
4591	VERMEER-WISCONSIN, INC.	20207407	STUMP CUTTER	05/21/2018	3,445.12	05/25/2018
5791	WOLF BROS. FUEL INC.	5625	SEED	05/02/2018	210.00	05/04/2018
5933	WACHTEL TREE SCIENCE & SE	36928	EAB	03/30/2018	910.00	05/04/2018
5933	WACHTEL TREE SCIENCE & SE	37575	EAB	04/26/2018	4,900.00	05/04/2018
Total 40-91600-833 TREE REPLACEMENT:					21,419.12	
50-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	123187	1/20-4/13/18	05/09/2018	2,000.00	05/25/2018
Total 50-53100-233 GIS MAINTENANCE:					2,000.00	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	25	MONTHLY	05/01/2018	16,889.64	05/04/2018
Total 50-81000-601 SOURCE OF WATER SUPPLY:					16,889.64	
50-81000-651 MAINTENANCE OF MAINS						
474	CORE & MAIN LP	1735485	LID	04/18/2018	190.00	05/04/2018
2241	ITU ABSORB TECH, INC	6984997	WATER	04/12/2018	42.31	05/04/2018
2241	ITU ABSORB TECH, INC	6989424-	WATER	04/19/2018	8.08	05/04/2018
2241	ITU ABSORB TECH, INC	6993970	WATER	04/26/2018	8.21	05/18/2018
2241	ITU ABSORB TECH, INC	6998599	WATER	05/03/2018	8.21	05/18/2018
2241	ITU ABSORB TECH, INC	7003128	WATER DEPT	05/10/2018	43.13	05/18/2018
2241	ITU ABSORB TECH, INC	7007583	WATER	05/17/2018	8.21	05/25/2018
4777	BATTERIES PLUS -	P1338590	BATTERIES	05/07/2018	23.25	05/25/2018
5791	WOLF BROS. FUEL INC.	5625	SEED	05/02/2018	210.00	05/04/2018
101806	USA BLUEBOOK	539794	GASKET	04/09/2018	67.88	05/04/2018
Total 50-81000-651 MAINTENANCE OF MAINS:					609.28	
50-81000-653 MAINTENANCE OF METERS						
3252	MIDWEST METER INC.	100009-IN	PLATE/GASKET	04/20/2018	19.63	05/18/2018
Total 50-81000-653 MAINTENANCE OF METERS:					19.63	
50-81000-654 MAINTENANCE OF HYDRANTS						
474	CORE & MAIN LP	1878643	PARTS	05/17/2018	4,000.86	05/25/2018
474	CORE & MAIN LP	1881518	PIPE	05/17/2018	115.43	05/25/2018
Total 50-81000-654 MAINTENANCE OF HYDRANTS:					4,116.29	
50-81000-655 MAINTENANCE OF OTHER PLANT						
502	VILLAGE HARDWARE - VH	173004	WATER DEPT	04/26/2018	31.64	05/18/2018
4099	MIDWEST SERVICE EQUIPMEN	9664	SWIVEL ASSEMBLY	04/19/2018	143.00	05/04/2018

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 05/01/2018-05/31/2018

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 50-81000-655 MAINTENANCE OF OTHER PLANT:					174.84	
50-81000-800 CAPITAL OUTLAY						
256	KAPUR & ASSOCIATES, INC.	91144	MAY-JUNE 2017	07/10/2017	336.00	05/04/2018
256	KAPUR & ASSOCIATES, INC.	93621	2018 STREET & UTILITY	04/06/2018	4,104.70	05/04/2018
256	KAPUR & ASSOCIATES, INC.	93940	MARCH/APRIL 2018 18.0088.01	05/04/2018	1,884.17	05/11/2018
535	MUNICIPAL LAW & LITIGATION	11974	VLG ATTORNEY	05/10/2018	170.00	05/11/2018
535	MUNICIPAL LAW & LITIGATION	12021	VILLAGE ATTORNEY	05/29/2018	359.00	05/30/2018
Total 50-81000-800 CAPITAL OUTLAY:					6,853.87	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMM	05/9/18 FILTER	FILTER	05/10/2018	126.40	05/11/2018
378	NORTH SHORE WATER COMM	5/9/18 SCADA	SCADA	05/10/2018	339.81	05/11/2018
Total 50-81000-844 NSWC CAPITAL PROJECTS:					466.21	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
415	POSTMASTER	2NDQTR2018WAT	2/1-5/1/2018 WATERBILLS	05/29/2018	227.74	05/30/2018
2136	VERIZON WIRELESS	9804558177	787068169-00001	04/23/2018	17.50	05/04/2018
2136	VERIZON WIRELESS	9806405908	787000169-00001	05/01/2018	17.50	05/18/2018
5873	LITHO SPECIALISTS	IS28800	LASER CARDS 2/1-5/1/18	05/09/2018	113.34	05/11/2018
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					376.08	
50-81000-923 OUTSIDE SERVICES EMPLOYED						
2839	CITY WATER LLC	502	APRIL 2018	05/03/2018	7,900.00	05/04/2018
Total 50-81000-923 OUTSIDE SERVICES EMPLOYED:					7,900.00	
50-81000-930 MISC GENERAL EXPENSE						
2385	WISCONSIN RURAL WATER AS	W1581	MEMBERSHIP-UJAZDOWSKI	05/09/2018	15.00	05/11/2018
Total 50-81000-930 MISC GENERAL EXPENSE:					15.00	
70-12100 TAXES RECEIVABLES						
664	PROACTIVE TITLE SOLUTIONS,	13278 4/30/18	7863 N LINKS CIRCLE	05/03/2018	124.14	05/04/2018
666	WORLD FUEL SERVICES, INC.	13292 5/3/18	555 W BROWN DEER RD OVER	05/04/2018	182.32	05/04/2018
Total 70-12100 TAXES RECEIVABLES:					306.46	
72-27015 LIBRARY LOST BOOKS						
55	BAKER & TAYLOR BOOKS VEN	05/09/2018	LOST LIBRARY BOOK	05/09/2018	390.91	05/11/2018
55	BAKER & TAYLOR BOOKS VEN	05/23/2018	LOST LIBRARY BOOK	05/23/2018	38.56	05/25/2018
645	BAKER & TAYLOR ENTERTAIN	05/09/2018	LOST BOOKS	05/09/2018	9.33	05/11/2018
676	WAUWATOSA PUBLIC LIBRARY	05/10/2018	REPLACEMENTS	05/23/2018	88.93	05/25/2018
677	MILWAUKEE PUBLIC LIBRARY	05/10/2018	REPLACEMENTS	05/23/2018	162.48	05/25/2018
2347	NORTHSHORE BANK	05/23/2018	LOST BOOKS	05/23/2018	157.73	05/25/2018
Total 72-27015 LIBRARY LOST BOOKS:					847.94	
72-27030 FRIENDS OF THE NSL - DONATION						
55	BAKER & TAYLOR BOOKS VEN	05/09/2018	ADULT SERVICES	05/09/2018	14.87	05/11/2018
55	BAKER & TAYLOR BOOKS VEN	05/23/2018	ADULT SERVICES	05/23/2018	936.14	05/25/2018
140	DEMCO	6362767	CHILDRENS	05/09/2018	586.64	05/11/2018
254	VAN DEINSE, LAUREN	04/23/2018	CHILDRENS SERVICES	05/23/2018	90.00	05/25/2018
254	VAN DEINSE, LAUREN	05/09/2018	CHILDRENS SERVICES	05/08/2018	90.00	05/08/2018

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 05/01/2018-05/31/2018

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May 30, 2018 08:57AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
656	HAYWARD, MARK	05/23/2018	CHILDRENS SERVICE	05/23/2018	375.00	05/25/2018
657	CHANG, SAEHEE	05/23/2018	CHILDRENS SERVICES	05/23/2018	120.00	05/25/2018
658	MILWAUKEE PUBLIC MUSEUM	05/23/2018	CHILDRENS SERVICES	05/23/2018	150.00	05/25/2018
669	SCHNEIDER, MICHAEL	05/23/2018	CHILDRENS SEVICES	05/23/2018	275.00	05/25/2018
670	SOBANSKI, JULIE	05/23/2018	CHILDRENS SERVICES	05/23/2018	195.00	05/25/2018
672	TOOLEY, MARY	04/23/2018	CHILDRENS SERVICES	05/23/2018	185.00	05/25/2018
1356	KIDSPRAY LLC	05/23/2018	CHILDRENS SERVICES	05/23/2018	250.00	05/25/2018
2347	NORTHSHORE BANK	05/23/2018	CHILDRENS SERVICES	05/23/2018	1,089.49	05/25/2018

Total 72-27030 FRIENDS OF THE NSL - DONATION:

4,357.14

Grand Totals:

478,586.15

Date Approved: _____

Village Manager: _____

Village Board: _____

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION 2018-XX

RESOLUTION OF APPRECIATION

WHEREAS, Nancy Carpenter was a member of the Fox Point **Board of Review** from **1988 until 2018**;

WHEREAS, Nancy Carpenter's intelligence, knowledge, judgement, and perseverance were valued by all members of the **Board of Review** , Village Staff, and Village Board;

WHEREAS, Nancy Carpenter's service to the community has earned **her** the gratitude of the Village of Fox Point;

WHEREAS, Nancy Carpenter's dedicated and conscientious service to the Village of Fox Point will be missed by all **she** served as **she** moves on to a new chapter in **her** life;

NOW THEREFORE, BE IT RESOLVED that the Village Board of the Village of Fox Point extends its sincere gratitude and appreciation to **Nancy Carpenter** and **her** family, and extends well wishes in **her** future endeavors.

PASSED AND ADOPTED this 12th day of June, 2018.

Douglas H. Frazer
Village President

Kelly A. Meyer, *CMC/WCMC*
Village Clerk/Treasurer

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION 2018-XX

RESOLUTION OF APPRECIATION

WHEREAS, David Franklin was a member of the Fox Point **Board of Review** from **2007 until 2018**;

WHEREAS, David Franklin's intelligence, knowledge, judgement, and patience were valued by all members of the **Board of Review** , Village Staff, and Village Board;

WHEREAS, David Franklin's service to the community has earned **him** the gratitude of the Village of Fox Point;

WHEREAS, David Franklin's dedicated and conscientious service to the Village of Fox Point will be missed by all **he** served as **he** moves on to a new chapter in **his** life;

NOW THEREFORE, BE IT RESOLVED that the Village Board of the Village of Fox Point extends its sincere gratitude and appreciation to **David Franklin** and **his** family, and extends well wishes in **his** future endeavors.

PASSED AND ADOPTED this 12th day of June, 2018.

Douglas H. Frazer
Village President

Kelly A. Meyer, *CMC/WCMC*
Village Clerk/Treasurer

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION 2018-XX

RESOLUTION OF APPRECIATION

WHEREAS, Michael A. West was a member of the Fox Point **Board of Review** from **2002 until 2018**;

WHEREAS, Michael A. West's intelligence, knowledge, judgement, and attention to detail were valued by all members of the **Board of Review** , Village Staff, and Village Board;

WHEREAS, Michael A. West's service to the community has earned **him** the gratitude of the Village of Fox Point;

WHEREAS, Michael A. West's dedicated and conscientious service to the Village of Fox Point will be missed by all **he** served as **he** moves on to a new chapter in **his** life;

NOW THEREFORE, BE IT RESOLVED that the Village Board of the Village of Fox Point extends its sincere gratitude and appreciation to **Michael A. West** and **his** family, and extends well wishes in **his** future endeavors.

PASSED AND ADOPTED this 12th day of June, 2018.

Douglas H. Frazer
Village President

Kelly A. Meyer, *CMC/WCMC*
Village Clerk/Treasurer

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION 2018-XX

RESOLUTION OF APPRECIATION

WHEREAS, Mardee Gruen was a member of the Fox Point **Ethics Board** from **2007 until 2018;**

WHEREAS, Mardee Gruen's intelligence, knowledge, judgement, and common sense were valued by all members of the **Ethics Board** , Village Staff, and Village Board;

WHEREAS, Mardee Gruen's service to the community has earned **him** the gratitude of the Village of Fox Point;

WHEREAS, Mardee Gruen's dedicated and conscientious service to the Village of Fox Point will be missed by all **she** served as **she** moves on to a new chapter in **her** life;

NOW THEREFORE, BE IT RESOLVED that the Village Board of the Village of Fox Point extends its sincere gratitude and appreciation to **Mardee Gruen** and **her** family, and extends well wishes in **her** future endeavors.

PASSED AND ADOPTED this 12th day of June, 2018.

Douglas H. Frazer
Village President

Kelly A. Meyer, *CMC/WCMC*
Village Clerk/Treasurer

NORTH SHORE HEALTH DEPARTMENT UPDATE

Ann Christiansen, MPH

Health Director/Officer

achristi@villageofshorewood.org



NORTH SHORE
HEALTH DEPARTMENT

NORTH SHORE HEALTH DEPARTMENT PROGRAMS AND SERVICES

Communicable Disease Prevention and Control

- Communicable disease and outbreak investigations
- Tuberculosis Program and Case Management
- Immunization Program
- Arboviral disease surveillance (West Nile, Zika)

Chronic Disease Prevention and Management

- Clinical Services, including blood pressure checks, adult health screenings, TB skin tests
- Elder Referral Program
- Tobacco Prevention Control

Maternal and Child Health

- Breastfeeding Friendly Workplace Recognition Program
- Newborn visit and lactation support

Environmental Health

- Food Safety and Recreational Licensing
- Toxic Substances – Lead Hazard Control
- Radon Outreach and Testing Program
- Animal Bite and Rabies Control
- Human Health Hazard and Public Health Nuisance Investigations
- Beach Testing and Monitoring

Injury Prevention

- Childhood Injury Prevention and Child Passenger Safety
- Older Adult Fall Prevention
- Mental Health, Resiliency and Suicide Prevention

Public Health Emergency Preparedness

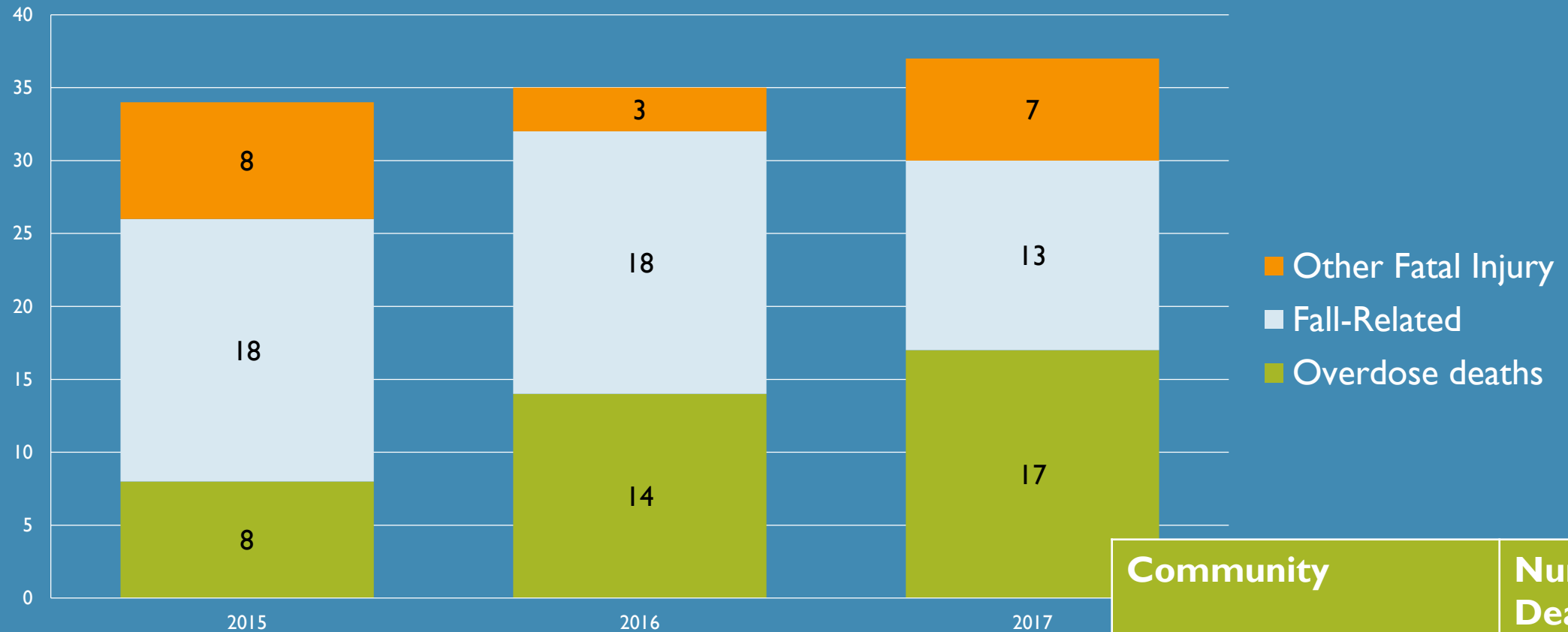
- Planning for mass clinics and medical counter measures
- Mass fatality planning
- Planning for shelters and evacuation
- Functional assessment for shelter residents

MILWAUKEE COUNTY OPIOID UPDATE

- From 2012-2017, opioid related deaths increased from 144 deaths in 2012 to 337 in 2017.
- Estimates are for every death, there are six additional people who experienced an overdose and were administered Naloxone.
- Most people who died were found to have multiple drugs in their system.
- For Milwaukee County data, half of overdose deaths involved fentanyl

Data Source: Milwaukee County Medical Examiner – Opioid-related overdose deaths, Milwaukee County Office of Emergency Management's (OEM) Countywide EMS Medical Record Database, and AIDS Resource Center of Wisconsin Needle Exchange Program Surveys

North Shore Health Department Fatal Injury Data, 2015-2017

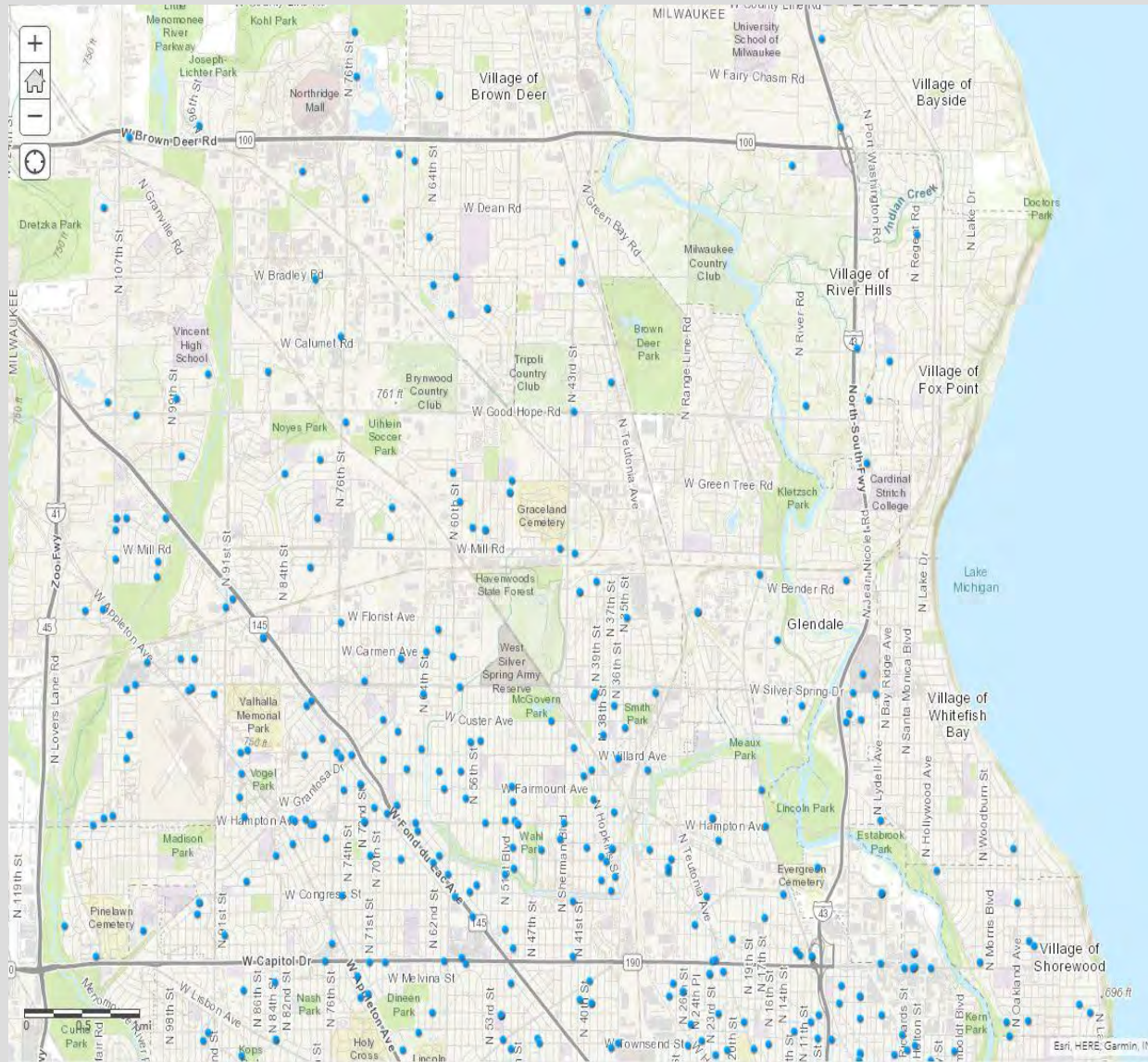


Community	Number of Deaths in 2017
Brown Deer	5 (2 at home)
Fox Point	2 (2 at home)
Glendale	4 (3 at home)
Shorewood	5 (5 at home)
Whitefish Bay	1 (1 at home)



NORTH SHORE
HEALTH DEPARTMENT

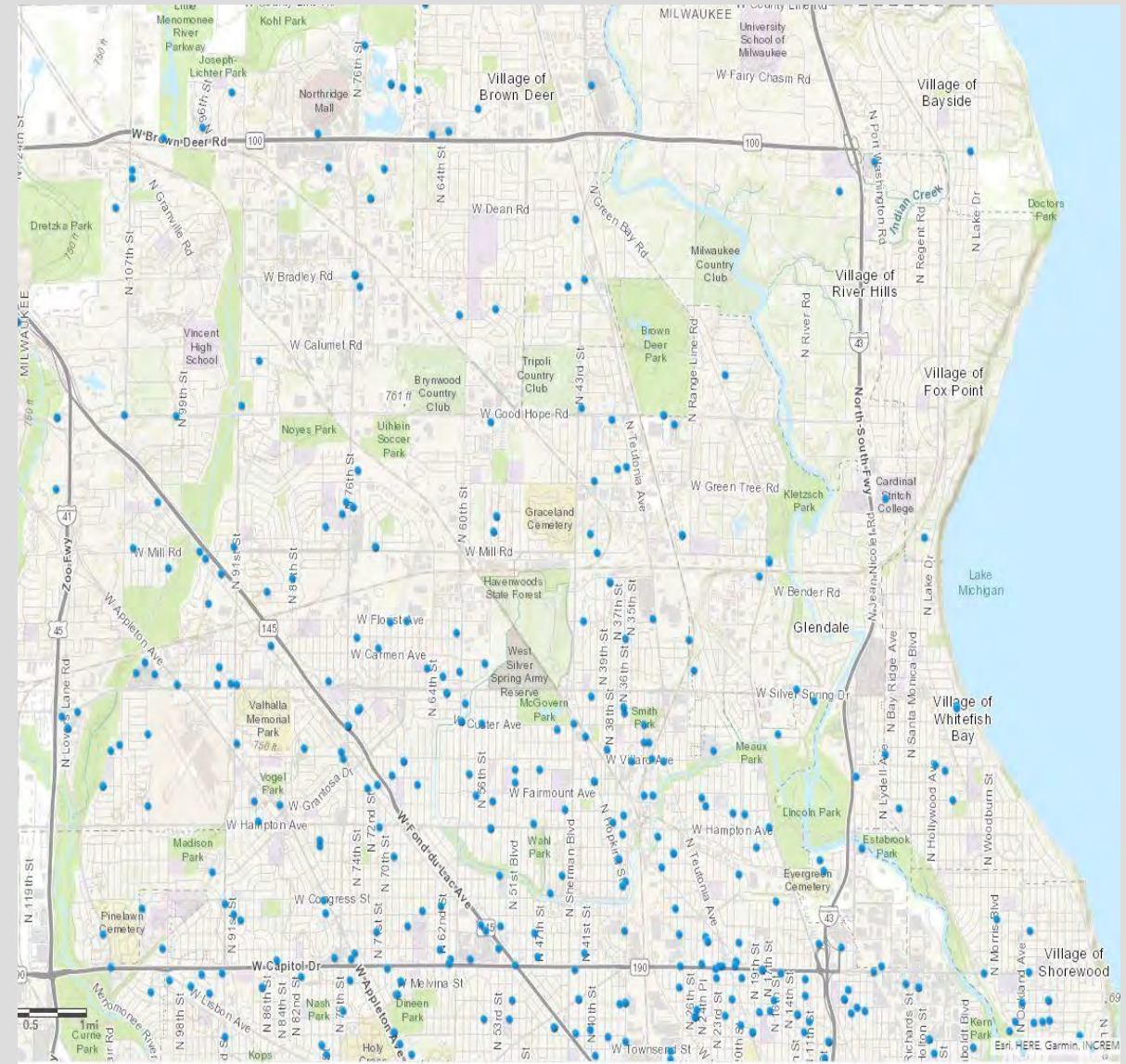
2016 EMS Naloxone Data, Milwaukee County EMS



2017 EMS Naloxone Data, Milwaukee County EMS

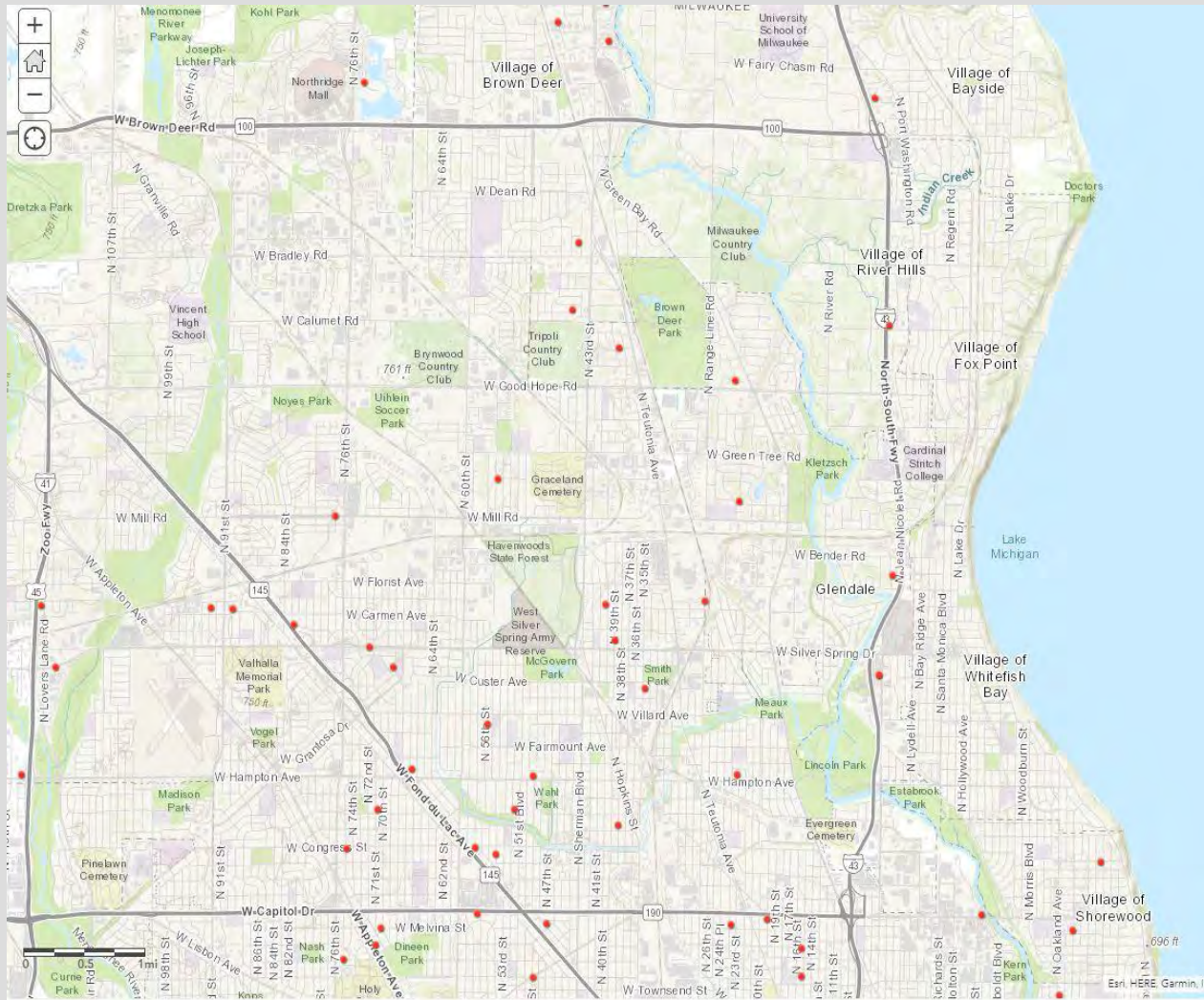
Agenda Item 06/12/2018

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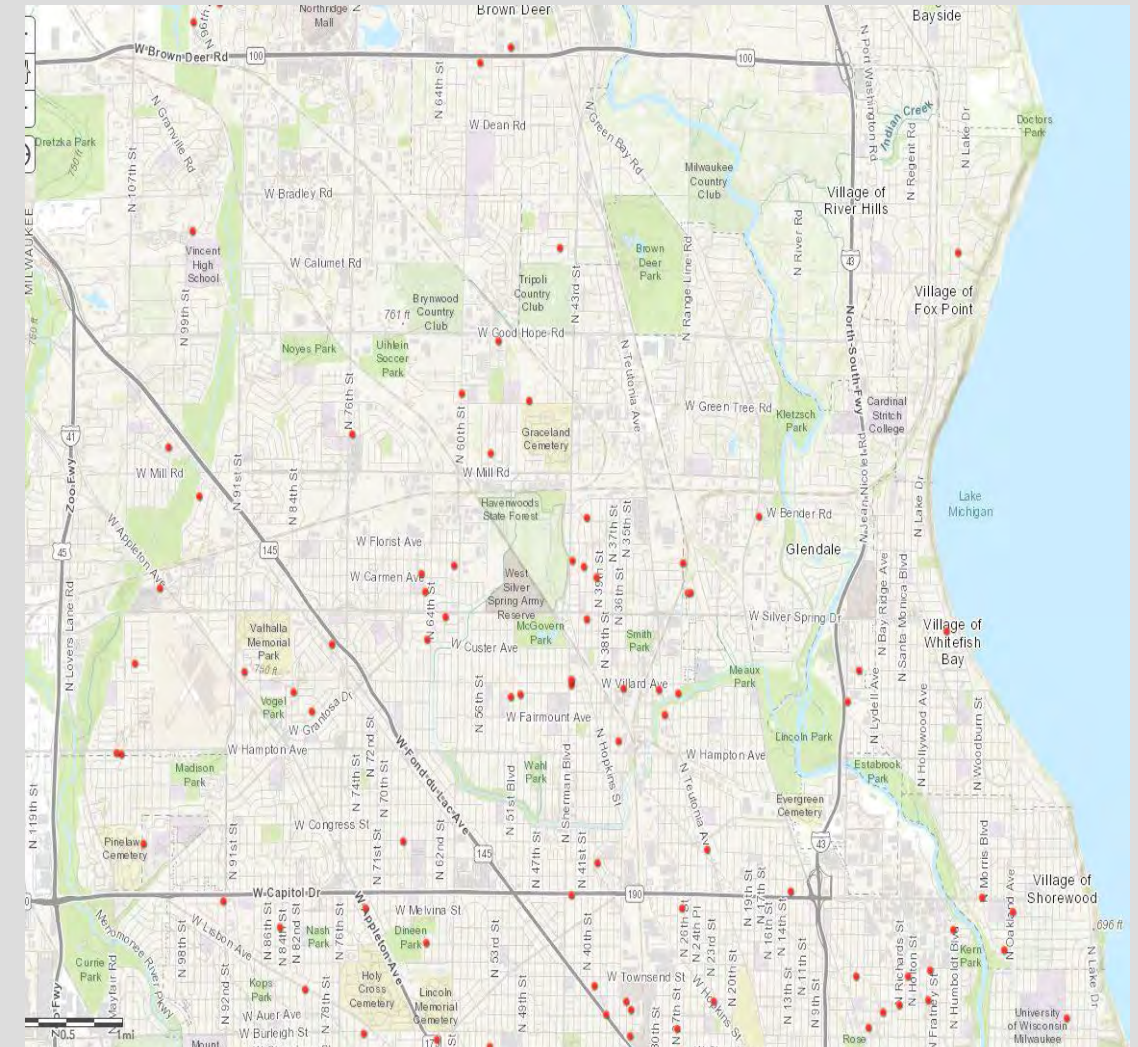


Data Source: Milwaukee County Medical Examiner – Opioid-related overdose deaths, Milwaukee County Office of Emergency Management’s (OEM) Countywide EMS Medical Record Database, and AIDS Resource Center of Wisconsin Needle Exchange Program Surveys

2016 Overdose Deaths, Location of Death



2017 Overdose Deaths, Location of Death



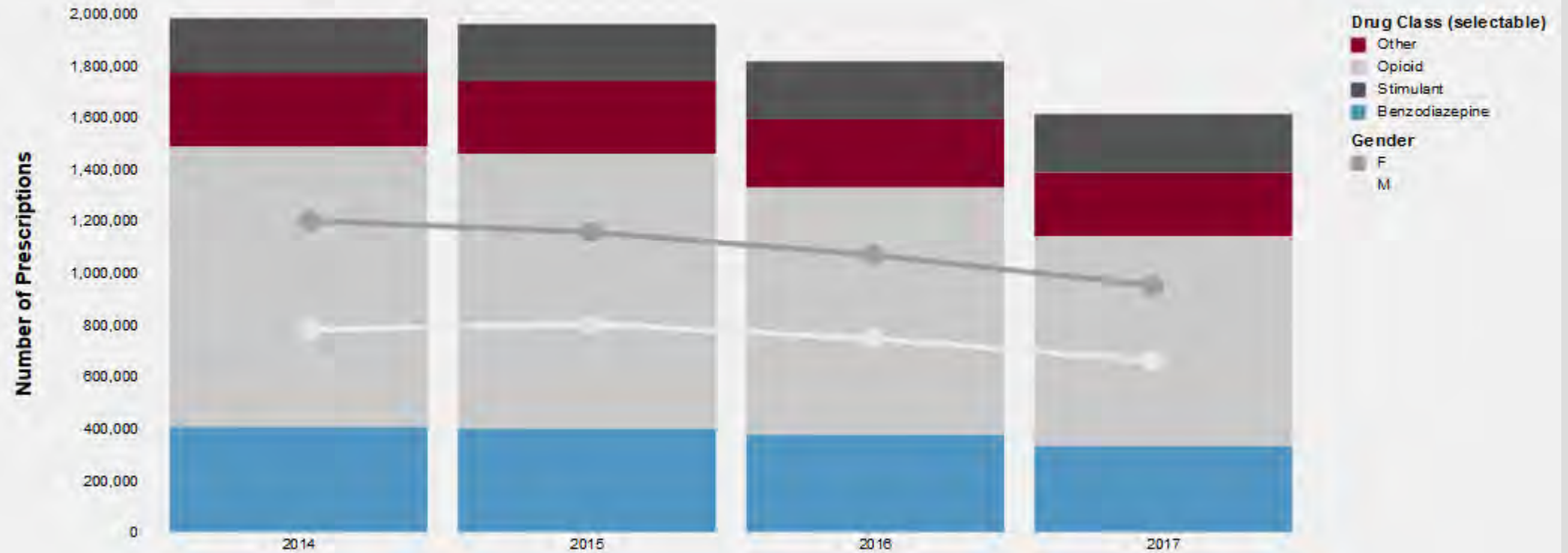
Data Source: Milwaukee County Medical Examiner – Opioid-related overdose deaths, Milwaukee County Office of Emergency Management’s (OEM) Countywide EMS Medical Record Database, and AIDS Resource Center of Wisconsin Needle Exchange Program Surveys

DISPENSED CONTROLLED SUBSTANCE BY PRESCRIPTION BY DRUG CLASS ANNUALLY, MILWAUKEE COUNTY

Area

MILWAUKEE

Download



Data current through: 04/30/2018

NORTH SHORE HEALTH DEPARTMENT, OPIOID RESPONSE

- Created and disseminated Heroin and Opioid Overdose Resource Guide for North Shore (Created 2016, Disseminated 2017)
- Partnered with Medical College of Wisconsin to create resource card for Milwaukee County EMS (2017)
- Partnered with MCW on regional website for electronic information to be posted and updated (2017)
- Partnered with REDgen for Stairway to Heroin program and community resource fair, 2018
- Member of Milwaukee County Overdose Fatality Review Board, 2018



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: Michael Pedersen
Date: June 7, 2018
Re: Comprehensive Plan Update

The 2018 budget contains funds to perform a comprehensive plan update. Before I get too far in (potentially) soliciting consultants to assist us in this process I thought it wise to lay out my initial thoughts on how this process may play out. At the end of this discussion, I'm not asking for any motion or anything but a sense of the Board's inclination as to how they might see this proceeding.

Fundamentally, I think we need to create a process that allows us to have the public input necessary to ensure we prepare a good product reflective of our Community and one that will allow us to develop appropriate implementation plans.

As most of you know, our current comprehensive plan (adopted in February, 2010) is woefully outdated and largely a regurgitation of data that can be gathered elsewhere. It does have a small vision statement but really not much else of substance. The inclusion of demographic information is important to have in any comprehensive plan as in many ways it states who we (you) are, but this data certainly doesn't serve as any kind of planning guideposts for the community moving forward, which is the point of having a comprehensive plan the first place. Our comprehensive plan update process should cause us all to reflect on what we want this Village to be 10, 30, even 50 years from now, laying the groundwork for those yet to come. In some ways we are tasked with making future choices with incomplete information and without input from people who do not yet live here, but, in part, that is what a plan is. We should not shy away from making informed and intelligent choices about our community's future.

My hope is that at the end of whatever process we settle upon that we are able to develop a distinct and communicative "vision statement" for the Village, not just in a broad sense, but a few and manageable specific areas identified by the community and its leaders. Overly broad statements often times do not communicate much at all and do not leave much of a plan for others to adopt and implement, thereby making the exercise far less useful. Additionally, if we try to take on too many specific areas to address, we may face the stark reality of making difficult choices between these areas given the resources necessary to address them all, or, we may try to do them all at once and do none of them very well.

Amending a comprehensive plan requires the participation of an informed citizenry, and we have that in abundance in the Village. We have the leadership necessary to consider fully and with great thought

issues raised throughout whatever process we adopt. Finally, our existing comprehensive plan is not that far removed from needing a review statutorily so our timing is apropos.

My idea is as follows; it is absolutely conceptual and certainly subject to alternative opinions and ideas, but I think it serves the discussion well to have a starting point.

Structurally, I think it important to have a steering committee in place to guide the process, ask questions, flesh out concepts, and distill the inputs all prior to Plan Commission and Board Review. While this steering committee could certainly be the Plan Commission, I'm not convinced that using the Plan Commission is the most effective way to do it. My idea of a steering committee involves a committee that would be smaller and, depending on the Board's feelings, the steering committee could report to the Plan Commission or to the Board directly.

My steering committee might include myself and/or the assistant Village Manager (who also has a planning background), a citizen appointee, a Village official (who might just be a Plan Commission member), the Village DPW Director/Engineer. A hired consultant would not be a member of the Committee but would facilitate the process.

While the specific tasks and processes are obviously yet to be determined, in my mind, these people would be charged with the following:

1. A SWOT analysis of the village. What really are the strengths and weaknesses of the Village of Fox Point? What do citizens see as the strengths and weaknesses? What opportunities do we hold? What are the threats that we face? Identifying the assets we possess and the positive and negative externalities in the world today will give us an opportunity to plan appropriately to leverage our strengths and mitigate the threats that inevitable will be there (or already do).
2. A significant opportunity for public input. As I said previously, our citizenry is an educated and well versed citizenry. This is one of the strengths we hold as indicated in item 1. It behooves us all to listen to the ideas we have for improving our community. As we list all the ideas we will hear, a majority of the ideas will probably coalesce around a few concepts or opportunities.

I spent a great deal of time speaking to professional planning and strategic consulting people about comprehensive plan processes. One individual used the word "strategic domains which impact our quality of life". I love that description as I really think it communicates what it is a comprehensive plan should encapsulate. This steering committee would take this massive list of ideas and encapsulate these ideas into a finite number of "strategic domains" for inclusion in the comprehensive plan. This will take some time and some effort but a focused, communicative set of strategic goals are critical to achieving the completion of the strategic domains-the goals you wish to achieve. Once the strategic domains are identified and are able to be communicated as clearly as possible, the steering committee would offer the public another chance to review the strategic domains as identified by the steering committee. If necessary thereafter, they could be revised.

3. A conceptual action plan for each strategic domain identified. If we as a Village want to achieve the strategic domains identified, we need to have (at least at a conceptual level) a plan in place for us to follow. Any plans we have will need to be flexible and cognizant of all the other realities the Village faces annually. While we may want to do strategic domain A in 2022, for example, fiscal realities, higher priority competing interests, or other externalities might preclude that. That doesn't mean the specific strategic domain goes away and doesn't mean that the strategic domain identified is not important or somehow eliminated, but we all have to be aware that a comprehensive plan is a plan, and plans sometimes are modified.

4. Following, a public hearing before the Plan Commission would be in order. There would be a more formal presentation of the (proposed) amended comprehensive plan, one that updates much of the demographic and other related data about the Village as well as including the strategic domains communicated as part of a vision statement for the Village. This is another opportunity for the public to provide their input and do so in front of the Plan Commission.
5. The final step then would be Village Board consideration and approval. You may or may not want another formal public hearing at the Village Board level; I personally don't think it's necessary as our Village Board meetings allow for public comment and there was a public hearing at the Plan Commission level (and much public input opportunity throughout), but certainly, you could do if you wanted.

These are my thoughts at the current time, and I certainly am open to any suggestions or modifications you have. My hope is that by the end of the meeting Tuesday I would have an indication from the Board as to your comfort level with this process or any other, and I could begin soliciting professional consulting services and communicate what kind of process the Village wanted to follow.

Thank you for your patience and your time; as always please feel free to call me at any time.