

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

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

**TUESDAY
FEBRUARY 12, 2019
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. 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 January 8, 2019 Village Board meeting.
(Pages 1-4)
 - b.** Adopt Resolution to designate International Migratory Bird Day to be on May 4, 2019, in the Village of Fox Point.
(Page 5)
 - c.** Approve the Intergovernmental Cooperation Agreement (ICA) between the Milwaukee Metropolitan Sewerage District and the Village of Fox Point to Recognize Joint TMDL Implementation Initiatives and a related side agreement in a form approved by the Village Director of Public Works, and authorize the Village President and Village Attorney to sign the ICA and related side agreement per the Director of Public Works' memorandum dated February 4, 2019.
(Pages 6-20)
 - d.** Approve the Green Infrastructure Ten-Year Maintenance Covenant for the Goodrich Lane Green Infrastructure and authorize the Village President and Village Clerk/Treasurer to sign the Maintenance Covenant per the Director of Public Works' memorandum dated February 4, 2019.
(Pages 21-28)
 - e.** Accept the bid of Terra Engineering & Construction Corporation in the amount of \$200,630 for the 2019 sanitary sewer improvements to be performed in Sanitary Sewer Basin No. 6 and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated February 4, 2019.
(Pages 29-31)

- f. Accept the proposal of Kapur & Associates in an amount not to exceed \$15,358 for construction management and inspection services for the 2019 sanitary sewer improvements and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated February 4, 2019. (Pages 32-34)
- g. Accept the base bid and alternate bid number 2 in the amount of \$2,036,444 for the base bid and an increase of \$155,155 for alternate bid number 2 for the 2019 Road and Utility project on Calumet Road and Bergen Drive and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated February 7, 2019. (Pages 35-40)
- h. Accept the proposal of Kapur & Associates in an amount not to exceed \$104,400 for construction management and inspection services for the 2019 Road and Utility project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated February 7, 2019. (Pages 41-43)
- i. Reject all bids received on February 5, 2019 for the 2019 Stormwater Improvement Project due to budgetary constraints per the Director of Public Works' memorandum dated February 7, 2019. (Page 44)
- j. Approve the acquisition of easements on properties located at 702 and 708 East Green Tree Road and 8304 and 8308 North Santa Monica Boulevard in a form approved by the Village Director of Public Works, subject to the property owners executing the documents the Village Attorney deems necessary; and approve the accompanying Waiver of Special Assessments as presented; and authorize the Village President and Village Clerk/Treasurer to execute the same. (Pages 45-71)
- k. Accept the replacement of squad car proposal from Ewald's Hartford Ford for the squad replacement at the cost of \$35,726.00 and authorize the Village Manager to sign the purchase order and any other documentation needed for the transaction. (Pages 72-73)
- l. Approve Payment of the Bills in the amount of \$710,577.81 for the period January 1, 2019 through January 31, 2019 per the report submitted by the Village Manager. (Pages 74-88)

4. Unfinished Business

a. Vacation Rental Housing

The Board will continue its discussion on proposed vacation rental ordinances provided by the Village Attorney. The Board may direct the Village Attorney to draft an ordinance for future consideration.

b. An Ordinance to Create Section 292-5.5 of the Village of Fox Point Village Code Concerning Obstructions and Encroachments in Village Rights-of-Way - Second Draft

The Board will consider and may act on the draft ordinance to Create Section 292-5.5 of the Village of Fox Point Village Code concerning obstructions and encroachments in Village right-of-way – second draft. (Pages 89-96)

c. An Ordinance To Repeal And Re-Create Sections 745-23 A., B., C. (Intro), And D. (Intro) And Create Section 745-23 C.(4)(E) Of The Village Of Fox Point Village Code Concerning Wireless Telecommunications Mobile Service Facilities – First Draft

The Board will consider, may set a public hearing, and may refer to the plan commission, the draft ordinance to repeal and re-create sections 745-23 a., b., c. (intro), and d. (intro) and create section 745-23 c.(4)(e) of the Village of Fox Point Village Code concerning wireless telecommunications mobile service facilities.
(Pages 97-100)

5. New Business

a. Property Located at 411 E. Bradley Road

The Board will hear from the owners Infinity Funding, LLC at the property located at 411 E. Bradley Road who will be given an opportunity to show cause why the Village Board should not commence an action against said property. Following, the Board will discuss, consider and may act on the property located at 411 E. Bradley Road.
(Pages 101-103)

b. Property Located at 139 E. Good Hope Road

The Board will hear from the owners Nagle Real Estate, LLC at the property located at 139 E. Good Hope Road who will be given an opportunity to show cause why the Village Board should not commence an action against said property. Following, the Board will discuss, consider and may act on the property located at 139 E. Good Hope Road.
(Page 101 and Pages 104-105)

6. Future Agenda Items

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

7. Announcements

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

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

8. Closed Session

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

- a. Pursuant to State Statutes Section 19.85(1)(e), for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, involving the possible acquisition of land for drainage and stormwater retention purposes. Participating in this portion of the closed session will be the Village Board, Village Manager, Village Assistant Manager, Public Works Director, and Village Clerk Treasurer.
- b. Pursuant to State Statutes Section 19.85(1)(g), to confer with counsel who is rendering legal advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved involving properties located at 411 E. Bradley Road and 139 E. Good Hope Road. Participating in this portion of the closed session will be the Village Board, Village Manager, Village Assistant Manager, Public Works Director, and Village Clerk Treasurer.

9. Reconvene and Possible Action on Closed Session Items

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

10. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING: MARCH 12, 2019 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."*

A meeting (public hearing was cancelled) of the Fox Point Village Board was held on Tuesday, January 8, 2019 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. and asked the Village Clerk-Treasurer to take roll call. Roll Call of the Village Board present included:

Village President Douglas H. Frazer
Trustee Eric Fonstad
Trustee Christine Symchych
Trustee Liz Sumner (Arrival 7:04 p.m.)
Trustee Marty Tirado
Trustee Greg Ollman

Those absent included:

Trustee Bill Kravit

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

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

Persons desiring to be heard

President Frazer opened public comment with a brief synopsis.

Elizabeth Aelion, 210 W Bergen Court

Ms. Aelion inquired on the prioritization of village capital projects and articulated concerns of the budget process, suggesting more input from citizens, specifically on the capital projects.

Michele Rifkin, 7821 N. Mohawk Road

Ms. Rifkin expressed her concerns regarding the village's response to her written complaint and matters connected to Azura Memory Care.

Larry Cohn, 200 W. Dunwood Road

Mr. Cohn conveyed his concern regarding the village board comment period, a recent podcast and the Chiswick project.

President Frazer, hearing no other public comment, closed public comment period.

Public Hearing Cancelled in light of Withdrawal of Application for Balance Fitness and Wellness, d/b/a, Balance Fitness

Committee Reports-Plan Commission

Trustee Fonstad gave a report to village board concerning the Plan Commission's review and recommendation of two Certified Survey Maps, both including proposed land combinations of two parcels. The first application was submitted by Applicants Anne and Donald Robertson located at 1046 East Thorne Lane. The second application was submitted by Applicants Leon and Bonnie Joseph located at 8130 North Beach Drive. Both Certified Survey Maps were recommended to the Village Board for approval, as final.

Consent Agenda

- a. Approve the minutes of the December 11, 2018 Village Board meeting.
- b. Adopt the Resolution 2019-01 approving the 2019 North Shore Fire Department fees for service schedule.
- c. Adopt the Resolution 2019-02 to approve a stormwater Utility Rate Increase per the Village Manager's memorandum dated January 2, 2019.
- d. Approve the Land Combination and Certified Survey Map submitted by Applicants Anne and Donald Robertson for the property located at 1046 East Thorne Lane, upon all terms and conditions recommended by the Plan Commission.
- e. Accept the quotes from multiple vendors in an amount not to exceed \$15,300.50 for the spring tree order and authorize the Village Manager to execute the necessary purchase orders per the Village Forester's memorandum dated January 3, 2019.
- f. Accept the proposal of Wachtel Tree Science in the amount of \$40,000 for the 5-year tree re-inventory and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated January 3, 2019.
- g. Approve the Land Combination and Certified Survey Map submitted by Applicants Leon and Bonnie Joseph for the property located at 8130 North Beach Drive, upon all terms and conditions recommended by the Plan Commission.
- h. Adopt Resolution 2019-03 Relocation Order Resolution and Resolution of Necessity for Stormwater Improvement Work on 702 and 708 East Green Tree Road.
- i. Approve Payment of the Bills in the amount of \$1,021,682.40 for the period December 1, 2018 through December 31, 2018 per the report submitted by the Village Manager.

On motion by Trustee Ollman, seconded by Trustee Tirado, and carried unanimously, the Village Board approved the consent agenda, as presented.

New Business

Adopt Ordinance 2019-xx to create regulation of vacation rental establishments in the Village of Fox Point and Adopt Ordinance 2019-xx to repeal and re-create the definition of time share property in the Village of Fox Point.

Village Attorney Eric Larson gave a brief background on the vacation rental and the time share ordinances, specifically how it applies to Village of Fox Point. Both ordinances were reviewed and discussed.

Without objection, by unanimous consent, the Village Board took no action on agenda items 6a and 6b.

Telecommunications facilities - small wireless facilities siting

Village Trustees received a report from Village Attorney Eric Larson regarding telecommunications facilities, specifically new FCC regulations for small wireless facilities siting. Small cell facility information was distributed to the Village Board by Village Attorney Eric Larson.

Attorney Larson noted he will propose and prepare two ordinances in regard to telecommunications facilities, specifically small wireless facilities.

Future Agenda Items-None

Announcements

Village President Frazer reported on a recent New York Times article about the Dark Store issue that focused on the City of Wauwatosa, Wisconsin; he commented that Dark Store Legislation is now receiving national attention.

Trustee Tirado gave report on the Pool Committee/Staff meeting with Ayres Associates this morning regarding the Fox Point Pool. The meeting was about two hours in length, with good progress made. On Tuesday, February 5, 2019 at 6:30 p.m. a public input meeting will be held at the Village Hall in regard to the Fox Point Pool. Ayres will present their initial thoughts and get public input during this meeting.

Village Manager Scott Botcher noted he would be handing out envelopes to the Village Board with information. After review, if any questions arise Village Board members were asked to contact the Village Manager.

Closed Session

On motion by President Frazer with all members voting aye, (6-0), the Board convened into Closed Session at 8:05 p.m., Pursuant to State Statutes Section 19.85(1)(c), to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, more specifically concerning the Village Manager.

Reconvene and Possible Action on Closed Session Items

On motion by President Frazer, seconded by Trustee Fonstad, and carried unanimously, to reconvene to open session at 8:40 p.m.

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

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. 2019-xx

RESOLUTION TO ADOPT THE INTERNATIONAL MIGRATORY BIRD DAY

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities; and

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring; and

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, public awareness and concern are crucial components of migratory bird conservation; and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and

WHEREAS, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.; and

WHEREAS, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun; and

WHEREAS, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants; and

WHEREAS, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action;

NOW THEREFORE BE IT RESOLVED, that the Fox Point Village Board hereby designates May 4, 2019 as International Migratory Bird Day in the Village of Fox Point and urges all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

PASSED AND ADOPTED BY THE VILLAGE BOARD, VILLAGE OF FOX POINT, this 12th day of February, 2019.

Douglas H. Frazer
Village President

Kelly 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: February 4, 2019

Re: Recommendation for Approval of the Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District and the Village of Fox Point to Recognize Joint TMDL Implementation Initiatives

In 2018, the Department of Natural Resources formally adopted the Total Maximum Daily Load (TMDL) requirements for the communities within the Milwaukee Metropolitan Sewerage District (MMSD) boundaries. The TMDL requirements identify the percent reduction that has to be achieved by each community within a given "reach-shed" (drainage shed tributary to an impaired water body) for phosphorus (TP) and total suspended solids (TSS) as well as goals to be achieved to reduce bacteria within an impaired water body.

MMSD, recognizing that achieving these goals may be very difficult for some communities within their satellite boundaries, has proposed a Joint Initiative whereby the benefits obtained by a stormwater quality improvement projects undertaken by MMSD in one community will extend to the other communities. The rationale behind their proposal is that each satellite community already contributes funding (fees, etc.) to MMSD in order for MMSD to operate and construct capital projects and, as a result, projects completed in one municipality will be credited (to a lesser percentage) in other communities.

While the Village of Fox Point already exceeds its TMDL requirements for TSS and TP and continues to evaluate the best manner in which to address the bacteria component, entering the agreement does provide the Village flexibility should the TMDL requirements change (e.g., become more strict) in the future.

The ICA has been reviewed by staff and the Village Attorney. Proposed modifications have been communicated with the Executive Director of MMSD related to indemnification and these have been approved. It is my recommendation that the Village Board approve the ICA and supplemental agreement and authorize the Village President and Village Clerk/Treasurer to sign on behalf of the Village.

**Intergovernmental Cooperation Agreement
between the Milwaukee Metropolitan Sewerage District and the
City/Village/Town
to Recognize Joint TMDL Implementation Initiatives**

1. Parties

This Intergovernmental Cooperation Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and each signatory City/Village/Town (Municipality), acting through its chief executive, each as authorized by his or her respective governing body.

2. Purpose

The purpose of this Agreement is to establish a policy of collaboration between the District and the Municipality in their joint efforts to meet the requirements and goals of their respective permits and the recently completed Milwaukee Total Maximum Daily Load (TMDL) analysis for the District's jurisdictional streams. The District, pursuant to its WPDES Permit, and the Municipality, pursuant to its MS4 permit, enter into this agreement to, *inter alia*, move towards making progress on the TMDL requirements for local waterways as soon as possible. Each such effort shall be implemented through treatment plant, conveyance, watercourse, green infrastructure and watershed management projects (Projects). In order to document progress towards applicable TMDL reduction, the District and the Municipality hereby implement this Agreement, as approved by the District Commission, pursuant to the terms herein.

3. Basis for this Agreement

- A. Municipality has the ability to petition the Wisconsin Department of Natural Resources (DNR) to count towards regulatory compliance the District projects for which they, as a contributing member of the District, provide financial contribution; and
- B. Municipality has the ability to petition the DNR to count other Municipal projects where another Municipality has signed onto this Agreement as contributing towards as steps towards regulatory compliance; and
- C. The District and municipalities work collaboratively to address requirements from the Environmental Protection Agency (EPA) and DNR to improve the health of tributary watersheds while providing wastewater treatment and reclamation services, reducing overall pollutant loads, reducing flooding, and making progress toward general pollution reduction; and
- D. Recognizing watershed health, through biological and chemical indicators, is a reliable indicator of TMDL compliance progress and is less influenced by short-term variables than other commonly used water quality indicators; and

- E. The Municipality funds watershed work (via property tax for Member Communities or a capital charge in lieu of a property tax for Non-Member Communities); and
- F. Because overall reduction of watershed impairments and pollutant loads, and improved watershed biological health and biodiversity, is a result of certain treatment plant, conveyance, watercourse flood management and green infrastructure projects; and
- G. This Agreement will spell out the duties and obligations of the District and Municipality to collaboratively work together to implement water quality improvements that help the region meet water quality goals; and
- H. The District understands that the work the Municipality is implementing will assist in reducing surface flooding and reducing the pollutant loads to the rivers; and
- I. The Municipality understands that the work the District is implementing will assist them in reducing surface flooding and reducing the pollutant runoff loads to the rivers; and
- J. The Municipality is a party to this agreement with the District and wishes to count the work implemented by the District towards attaining compliance with its regulatory requirements; and
- K. Due to watercourse credits and green infrastructure credits, each municipality provides different levels of financial contributions to the District; and
- L. Nothing in this Agreement replaces or supersedes any independent obligation of the parties to reduce their respective contribution of pollutant loading to receiving waters prescribed under the TMDLs and improve overall watershed health and biodiversity. This Agreement merely acts as a supplement to, not a replacement of, those efforts and obligations.

4. District Responsibilities

The District will:

- A. continue to implement improvements to the Metropolitan Interceptor Sewer system, the Water Reclamation Facilities, and jurisdictional streams through flood management projects (including green infrastructure), and provide funding to municipalities who elect to participate in and implement stormwater management through green infrastructure and inflow reduction through private property inflow and infiltration; and
- B. provide each Municipality with a summary of projects implemented that year that impact water quality and achieve steps towards compliance with the TMDLs and

improved water quality. As part of the report, the District will identify each municipality's financial participation towards each project.

5. City/Village/Town Responsibilities

- A. The Municipality must be a contributing member of the District to count the work of the District as part of its regulatory compliance; and
- B. If the Municipality receives a watercourse credit, it cannot count the District's work in the credited watershed as part of its regulatory compliance regimen; and
- C. If the Municipality receives a green infrastructure credit, it cannot count other municipality or the District's work implementing green infrastructure as part of its regulatory compliance.

6. Effective Dates

This Agreement becomes effective on the date all parties have executed and shall remain in effect until it is terminated by either party, pursuant to Paragraph 12, or until any party advises the other, in writing, that it has achieved TMDL compliance.

7. Notices

- A. The District will provide notices to:

Municipality's Department of Public Works or Municipal Engineer

- B. The Municipality will provide notices to:

Susan Coyle, Hydraulic Modeler & Analyst
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446
scoyle@mmsd.com
414-225- 2086

- C. The District will provide executed copies of the notices electronically to:

Benjamin Benninghoff, NR Basin Supervisor
Wisconsin Department of Natural Resources
2300 N. Dr. Martin Luther King Jr. Drive
Milwaukee, Wisconsin 53212
benjamin.benninghoff@wisconsin.gov
414-263-8576

8. Modifying this Agreement

Any modification to this Agreement will be in writing and signed by all Parties.

9. Severability

If a court finds any part of this Agreement unenforceable, then the remainder of this Agreement continues in effect.

10. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

11. Resolving Disputes

If a dispute arises under this Agreement, the Parties agree to use their best efforts to cooperatively resolve any disputes. In the event the Parties are at impasse, either Party may terminate the Agreement in accordance with Paragraph 12 herein.

12. Termination

Either Party may terminate this Agreement at any time. To terminate this Agreement, a Party will provide written notice to the other Party. This notice will indicate the effective date of termination and the reasons for termination. A party opting out of the Agreement may, with the consent of both parties, opt back in.

13. Independence of the Parties

This Agreement does not create a partnership. Neither Party may enter into contracts on behalf of the other Party.

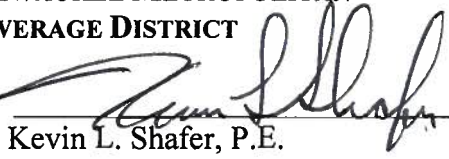
14. Authority of Signatories

Each person signing this Agreement certifies that the person is properly authorized by the Party's governing body to execute this Agreement.

15. Indemnification

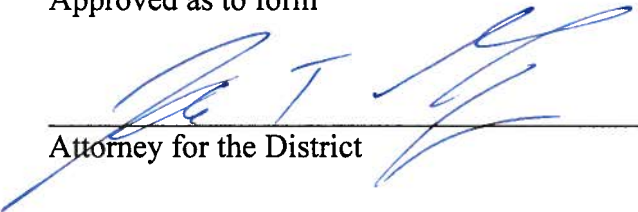
The District and the Municipality will be liable for their own negligent acts, errors, and omissions. If litigation requires one Party to respond for the acts, errors, or omissions of the other Party, then the other Party will hold the responding Party harmless for any losses, damages, costs, or expenses, including, but not limited to, reasonable attorney's fees and litigation expenses.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

By: 
Kevin L. Shafer, P.E.
Executive Director

Date: 5/22/18

Approved as to form



Attorney for the District

CITY/VILLAGE/TOWN/COUNTY

By: _____
Samuel Dickman
Village President
Village of Bayside

Date: _____

Approved as to form

Attorney for the Village of Bayside

By: _____
Steve Ponto
Mayor
City of Brookfield

Date: _____

Approved as to form

Attorney for the City of Brookfield

By: _____
Carl Krueger
Village President
Village of Brown Deer

Date: _____

Approved as to form

Attorney for the Village of Brown Deer

By: _____
Patricia Tiarks
Village President
Village of Butler

Date: _____

Approved as to form

Attorney for the Village of Butler

By: _____
Jim Dobbs
Village President
Village of Caledonia

Date: _____

Approved as to form

Attorney for the Village of Caledonia

By: _____
John Hoenfeldt
Mayor
City of Cudahy

Date: _____

Approved as to form

Attorney for the City of Cudahy

By: _____
Neil Palmer
Village President
Village of Elm Grove

Date: _____

Approved as to form

Attorney for the Village of Elm Grove

By: _____
Douglas Frazer
Village President
Village of Fox Point

Date: _____

Approved as to form

Attorney for the Village of Fox Point

By: _____
Steve Olson
Mayor
City of Franklin

Date: _____

Approved as to form

Attorney for the City of Franklin

By: _____
Dean Wolter
Village President
Village of Germantown

Date: _____

Approved as to form

Attorney for the Village of Germantown

By: _____
Bryan Kennedy
Mayor
City of Glendale

Date: _____

Approved as to form

Attorney for the City of Glendale

By: _____
Jim Birmingham
Village President
Village of Greendale

Date: _____

Approved as to form

Attorney for the Village of Greendale

By: _____
Michael Neitzke
Mayor
City of Greenfield

Date: _____

Approved as to form

Attorney for the City of Greenfield

By: _____
Dan Besson
Village President
Village of Hales Corners

Date: _____

Approved as to form

Attorney for the Village of Hales Corners

By: _____
Dave Glasgow
Village President
Village of Menomonee Falls

Date: _____

Approved as to form

Attorney for the Village of Menomonee Falls

By: _____
Dan Abendroth
Mayor
City of Mequon

Date: _____

Approved as to form

Attorney for the City of Mequon

By: _____
Tom Barrett
Mayor
City of Milwaukee

Date: _____

Approved as to form

Attorney for the City of Milwaukee

By: _____
Kathy Chiaverotti
Mayor
City of Muskego

Date: _____

Approved as to form

Attorney for the City of Muskego

By: _____
Dave Ament
Mayor
City of New Berlin

Date: _____

Approved as to form

Attorney for the City of New Berlin

By: _____
Daniel Bukiewicz
Mayor
City of Oak Creek

Date: _____

Approved as to form

Attorney for the City of Oak Creek

By: _____
J. Stephen Anderson
Village President
Village of River Hills

Date: _____

Approved as to form

Attorney for the Village of River Hills

By: _____
Ken Tutaj
Mayor
City of St. Francis

Date: _____

Approved as to form

Attorney for the City of St. Francis

By: _____
Allison Rozek
Village President
Village of Shorewood

Date: _____

Approved as to form

Attorney for the Village of Shorewood

By: _____
Van Mobley
Village President
Village of Thiensville

Date: _____

Approved as to form

Attorney for the Village of Thiensville

By: _____
Kathy Ehley
Mayor
City of Wauwatosa

Date: _____

Approved as to form

Attorney for the City of Wauwatosa

By: _____
Dan Devine
Mayor
City of West Allis

Date: _____

Approved as to form

Attorney for the City of West Allis

By: _____
John Stalewski
Village President
Village of West Milwaukee

Date: _____

Approved as to form

Attorney for the Village of West Milwaukee

By: _____
Julie Siegel
Village President
Village of Whitefish Bay

Date: _____

Approved as to form

Attorney for the Village of Whitefish Bay

**Intergovernmental Cooperation Agreement
between the Milwaukee Metropolitan Sewerage District and the
Village of Fox Point to Recognize Joint Water Quality Improvement Initiatives**

This Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and Village of Fox Point, acting through its Village President, each as authorized by his or her respective governing body.

WHEREAS the parties are among multiple entities who have entered, or who are expected to enter, an Intergovernmental Cooperation Agreement to recognize Joint Water Quality Improvement Initiatives (the “Multi-Party Agreement”); and

WHEREAS the Village of Fox Point and the District hereby intend to establish certain limitations on the indemnification provisions of the Multi-Party Agreement, as between Fox Point and the District; and

WHEREAS this Agreement does not materially alter the terms of performance of the Multi-Party Agreement;

NOW THEREFORE, the parties hereby agree that, as between the District and the Village of Fox Point, Section 15 of the Multi-Party Agreement is subject to the following limitations:

Section 15. Indemnification.

Nothing contained within this agreement is intended to be a waiver or estoppel of the Village or its insurer to rely upon the limitations, defenses and immunities contained within Wisconsin Statutes sections 893.80 and 345.05. To the extent that indemnification is available and enforceable, the Village or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

VILLAGE OF FOX POINT

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Douglas Frazer
Village President, Village of Fox Point

Date: _____

Date: _____

Approved as to form

Approved as to form

Attorney for the District

Attorney for the Village of Fox Point



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: February 4, 2019

Re: Recommendation for Approval of the Green Infrastructure Ten-Year Maintenance Covenant for the Goodrich Lane Ravines Green Infrastructure Project

In December 2016, the Village Board authorized the design of improvements to the ravines and areas tributary to the ravines near and adjacent to the Goodrich Lane Bridges. The work encompassed replacement of storm sewers along Goodrich and Gray Log Lanes, incorporation of bioswales (essentially, green infrastructure swales that allow for greater infiltration in the ditches and reduced flows to the ravines), and the construction of conveyance channels along the slopes of the ravines to reduce the flow velocities of storm water. The project also included filling in the rills and gullies along the slopes under the bridges and then stabilization of the slopes with stone and a geosynthetic webbing. Finally, the work will included repairs to the piers and bridge decks of the bridges.

Work was completed on the east bridge in 2018 under a grant from both the Fund for Lake Michigan (FFLM) and Milwaukee Metropolitan Sewerage District (MMSD). The Village has already received \$100,000 in grant funding from FFLM and is eligible to receive approximately \$80,000 in grant funding from MMSD for the work that has been completed. In order to receive the grant funds, however, the Village is required to enter into a maintenance agreement with MMSD.

The maintenance agreement has been reviewed by staff and the Village Attorney. Modifications have been made per the Village Attorney's comments and it is my recommendation that the Village Board approve the maintenance agreement and authorize the Village President and Village Clerk/Treasurer to sign on behalf of the Village.

Green Infrastructure Ten-Year Maintenance Covenant for the Goodrich Lane Green Infrastructure

This Ten-Year Maintenance Covenant (Covenant) is granted by the Village of Fox Point (Fox Point), 7200 North Santa Monica Boulevard, Fox Point, Wisconsin 53217, to the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204.

INTRODUCTION

- 1. The Green Infrastructure.** The green infrastructure is 850 square feet of regenerative stormwater conveyance and 2,780 square feet of bioswale near the intersection of East Goodrich Lane and North Gray Log Lane (the green infrastructure). Figure 1 shows the location of the green infrastructure. The green infrastructure will capture and hold stormwater in place to reduce the quantity and improve the quality of runoff. The green infrastructure has a detention capacity of 23,475 gallons. This Covenant applies only to this green infrastructure.
- 2. Baseline Documentation.** The condition of the green infrastructure is documented in a Baseline Report at the office of the District and incorporated into this Covenant by reference. The Baseline Report consists of reports, maps, photographs, and other documentation and provides an inventory of relevant features, characteristics, and conservation values. The Baseline Report provides an accurate representation of the condition of the green infrastructure at the time of the conveyance of this Covenant. The Baseline Report is an objective, but not exclusive, reference for monitoring compliance with the terms of this Covenant.
- 3. Conservation Intent.** Fox Point and the District share the common purpose of preserving the green infrastructure for a period of at least ten years. Fox Point intends to protect the green infrastructure. In addition, Fox Point intends to convey to the District and the District agrees to accept a right to monitor and enforce these restrictions.

MAINTENANCE COVENANT

In consideration of the facts recited above, Fox Point grants and the District accepts a Maintenance Covenant for a period of ten years for the green infrastructure. This Covenant consists of the following terms, rights, and restrictions.

- 1. Purpose.** The purpose of this Covenant is to require Fox Point to keep, preserve, and maintain the green infrastructure, as described above.
- 2. Effective Dates.** This Covenant becomes effective when signed by both Fox Point and the District. This Covenant terminates on December 31, 2028.

3. Operation and Maintenance. Fox Point will maintain the green infrastructure so that it remains functional for the entire term of this Covenant. Fox Point is solely responsible for operation, maintenance and evaluating performance.

4. Additional Reserved Rights of Fox Point. Fox Point retains all rights associated with the green infrastructure, including the right to use it and invite others to use it in any manner that is not expressly restricted or prohibited by the Covenant or inconsistent with the purpose of the Covenant. However, Fox Point may not exercise these rights in a manner that would adversely affect the green infrastructure.

Fox Point expressly reserves the right to sell, give, bequeath, mortgage, lease or otherwise encumber or convey the green infrastructure, if:

- 4.1 The encumbrance or conveyance is subject to the terms of this Covenant.
- 4.2 Fox Point incorporates the terms of this Covenant by reference in any subsequent deed or other legal instrument by which Fox Point transfers any interest in all or part of the green infrastructure.
- 4.3 Fox Point notifies the District of any conveyance in writing within fifteen days after the conveyance and provides the District with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.
- 4.4 Failure of Fox Point to perform any act required in Subparagraphs 4.2 or 4.3 does not impair the validity of this Covenant or limit its enforceability in any way.

5. District Rights and Remedies. To accomplish the purpose of this Covenant, Fox Point expressly conveys to the District the following rights and remedies:

- 5.1 Preserve Conservation Values. The District has the right to preserve and protect the green infrastructure.
- 5.2 Prevent Inconsistent Uses. The District has the right to prevent any activity or use of the green infrastructure that is inconsistent with the purpose of this Covenant and to require the restoration of areas or features of the green infrastructure that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.
- 5.3 Inspection. The District has the right to: inspect and monitor compliance with the terms of this Covenant; obtain evidence for use in seeking judicial or other enforcement of the Covenant; and otherwise exercise its rights under the Covenant. The District will: provide prior notice to Fox Point before inspecting the green infrastructure, comply with the safety rules of Fox Point, and avoid unreasonable disruption of the activities Fox Point.

6. Remedies for Violations. The District has the right to enforce the terms of this Covenant and prevent or remedy violations through appropriate legal proceedings.

- 6.1 Notice of Problems. If the District identifies problems with the green infrastructure, then the District will initially attempt to resolve the problems collaboratively. The District will notify Fox Point of the problems and request remedial action within a reasonable time.
- 6.2 Notice of Violation and Corrective Action. If the District determines that a violation of the terms of this Covenant has occurred or is threatened, then the District will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If Fox Point fails to respond, then the District may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the District, immediate judicial action is necessary to prevent or mitigate significant damage to the green infrastructure or if good faith efforts to notify Fox Point are unsuccessful.
- 6.3 Remedies. When enforcing this Covenant, the remedies available to the District include: temporary or permanent injunctive relief for any violation or threatened violation of the Covenant, the right to require restoration of the green infrastructure to its condition at the time of the conveyance of this Covenant, specific performance, declaratory relief, and recovery of damages resulting from a violation of the Covenant or injury to the green infrastructure.
- 6.4 Non-Waiver. A delay or prior failure of the District to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Covenant.
- 6.5 Waiver of Certain Defenses. Fox Point waives any defense of laches, such as failure by the District to enforce any term of the Covenant, and estoppel, such as a contradictory statement or action by the District.
- 6.6 Acts Beyond the Control of Fox Point. The District may not bring any action against Fox Point for any injury or change in the green infrastructure resulting from causes beyond the control of Fox Point, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by Fox Point under emergency conditions to prevent or mitigate damage from such causes, provided that Fox Point notifies the District of any occurrence that has adversely affected or interfered with the purpose of this Covenant.
- 7. Amendment.** At any time, Fox Point and the District may jointly amend this Covenant in a written instrument executed by both parties.
- 8. Assignment.** The District may convey, assign, or transfer its interests in this Covenant to a unit of federal, state, or local government or to an organization that is qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable. As a condition of any assignment or transfer, any future holder of this Covenant is required to carry out its purpose for the remainder of its term.

The District will notify Fox Point of any assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

9. Captions. The captions in this Covenant have been inserted solely for convenience of reference and are not part of the Covenant and have no effect on construction or interpretation.

10. Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Covenant. Ambiguities in this Covenant will be construed in a manner that best effectuates the purpose of the Covenant and protection of the green infrastructure.

11. Counterparts. Fox Point and the District may execute this Covenant in two or more counterparts, which will, in the aggregate, be signed by both parties. Each counterpart is an original document.

12. Entire Agreement. This Covenant sets forth the entire agreement between Fox Point and the District with respect to this Covenant and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Covenant.

13. Extinguishment. This Covenant may be terminated or extinguished before the expiration of its term, in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Covenant may be extinguished only if Fox Point and the District agree that a subsequent unexpected change in the condition of or surrounding the green infrastructure makes accomplishing the purpose of the Covenant impossible.

14. Ownership Responsibilities, Costs, and Liabilities. Fox Point retains all responsibilities and will bear all costs and liabilities related to the ownership of the green infrastructure, including, but not limited to, the following:

14.1 Operation, upkeep, and maintenance. Fox Point is responsible for the operation, upkeep, and maintenance of the green infrastructure.

14.2 Control. In the absence of a judicial decree, nothing in this Covenant establishes any right or ability in the District to:

- a. exercise physical or managerial control over the day-to-day operations of the green infrastructure;
- b. become involved in the management decisions of Fox Point regarding the generation, handling, or disposal of hazardous substances; or
- c. otherwise become an operator of the green infrastructure within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or similar laws imposing legal liability on the owner or operator of the green infrastructure.

14.3 Permits. Fox Point is solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Covenant. During construction or any other activity, Fox Point will comply with all applicable federal, state, and local laws, regulations, and requirements.

14.4 Indemnification. Fox Point releases and will hold harmless, indemnify and defend the District and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorney fees, arising from or in any way connected with:

- a. injury to or the death of any person, or physical damage to the green infrastructure resulting from any act, omission, condition, or other matter related to or occurring on or about the green infrastructure, regardless of cause, unless due to the negligence of any of the Indemnified Parties;
- b. the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving, or related to the green infrastructure; or
- c. the presence or release in, on, from, or about the green infrastructure, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

Nothing in this agreement is intended to be a waiver or estoppel of Fox Point or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes, secs. 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, Fox Point or its insurer will not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

15. Severability. If any provision or specific application of this Covenant is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Covenant will remain valid and binding.

16. Successors. This Covenant is binding upon and inures to the benefit of Fox Point and the District and their respective personal representatives, heirs, successors and assigns and will continue as a servitude running with the green infrastructure for the term of the Covenant.

17. Terms. Wherever used in this Covenant, the terms "Fox Point" and "District" include the respective personal representatives, heirs, successors, and assigns of Fox Point and the District.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

By: _____

Kevin L. Shafer, P.E.
Executive Director

Date: _____

Approved as to Form

By: _____

Attorney for the District

VILLAGE OF FOX POINT

By: _____

Douglas Frazer
Village President

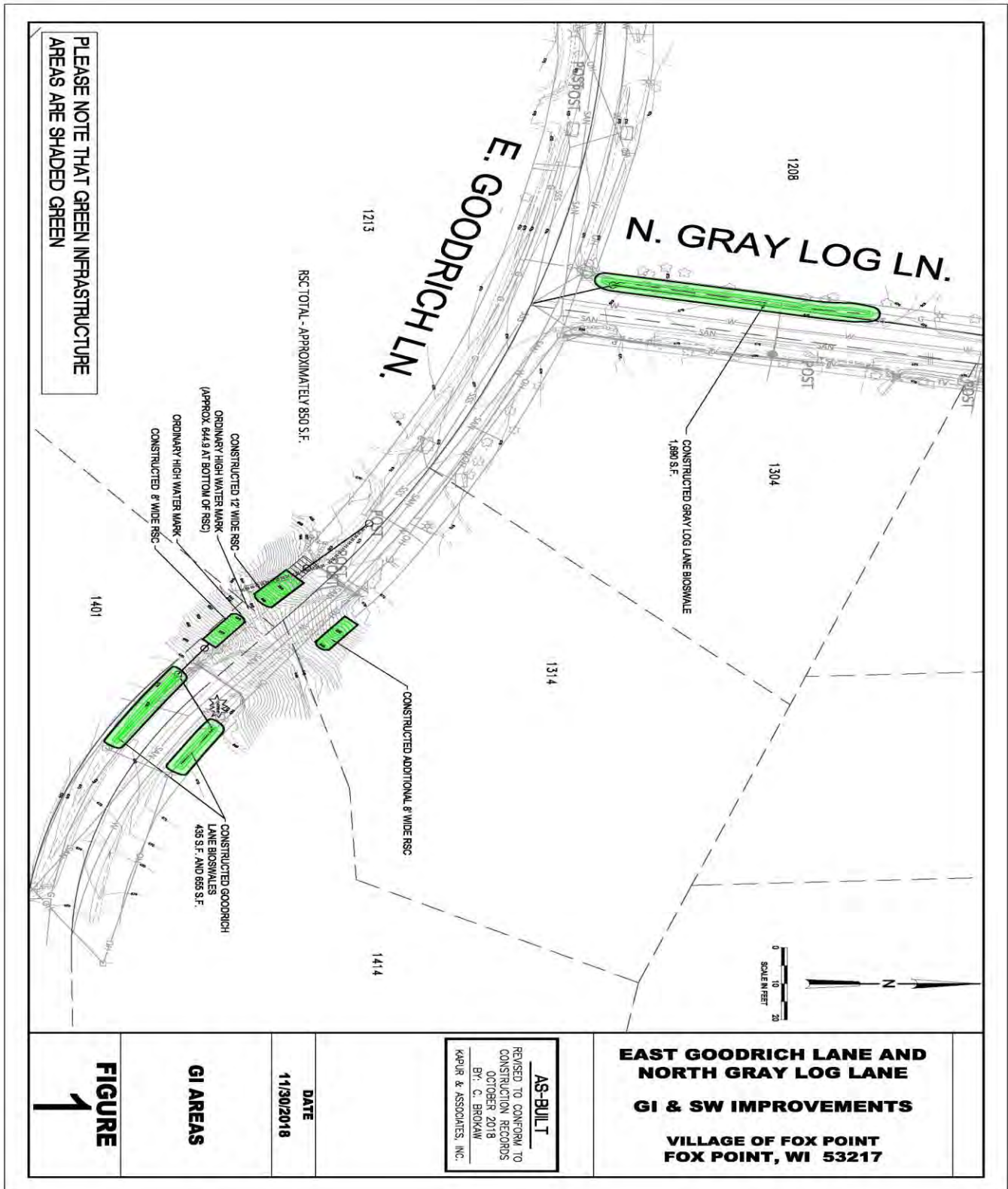
Date: _____

By: _____

Kelly Meyer
Village Clerk/Treasurer

Date: _____

Figure 1
MAP SHOWING THE GODRICH LANE GREEN INFRASTRUCTURE





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: February 4, 2019
Re: Recommendation for Acceptance of Bid for 2019 Sanitary Sewer Rehabilitation Construction

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works is coordinating work associated with the rehabilitation of sanitary sewers located in Sanitary Sewer Basin No. 6. The sanitary sewer work was proposed to address infiltration and inflow that exist in some of the sewers located in this basin.

This work will include lining approximately 7,500 feet of sanitary sewer mains along with a spot repair and lining a small section of storm sewer pipe (about 50 feet). Kapur & Associates performed the design activities for the project and coordinated the bid opening which was held on January 30, 2019. Four bids were received for the project ranging in price between \$200,630 and \$260,591.40 as shown on the attached recommendation letter and bid tab summary from Kapur & Associates. The Village budgeted \$250,000 for design, construction and inspection services associated with the work.

Based on my review of the bids, it is my recommendation that the bid be awarded to Terra Engineering & Construction Corporation, the low bidder, in the amount of \$200,630 for the bid and that the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village. Funding is proposed to be allocated from the Sanitary Sewer Fund (\$195,380) and Storm Water Utility (\$5,250).

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January 31, 2019

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

RE: 2019 Sanitary Sewer Rehabilitation Project, Village of Fox Point

Dear Mr. Brandmeier:

Bids were received from four (4) Contractors to complete the 2019 Sanitary Sewer Rehabilitation Project: Terra Engineering & Construction Corporation, Visu-Sewer, Inc., Michels Corporation and Insituform Technologies, LLC.

After review of the bids, it was determined that Terra Engineering & Construction Corporation is the apparent low bidder with a total bid amount \$200,630.00

Terra Engineering & Construction Corporation has performed this type of work on previous projects and the firm is qualified to complete the items under this contract.

Kapur & Associates, Inc. recommends the award of this contract to Terra Engineering & Construction Corporation in the amount of \$200,630.00

I have included a bid tabulation of all bidders for your records.

Should you have any comments or need additional information, please call me at (414) 751-7285.

Sincerely,

KAPUR & ASSOCIATES, INC.



Yuriy Amelyan, P.E.
Project Manager

BID OPENING: 2:00 p.m.
Wednesday, January 30, 2019

2019 SANITARY SEWER REHABILITATION PROJECT					
VILLAGE OF FOX POINT, WI					
BID OPENING: 2:00 p.m. Wednesday, January 30, 2019					
ITEM NO.	ITEM	QTY	UNIT		
Terra Engineering Const.					
	2409 Vondron Road			UNIT \$	TOTAL
	Madison, WI 53718				
	P: 608-221-3501				
	F: 608-221-4075				
Visu-Sewer					
	W230 N4855 Betker Dr			UNIT \$	TOTAL
	Pewaukee, WI 53072				
	P: 262-695-2340				
	F: 262-695-2359				
Michels Corporation					
	817 W. Main St.			UNIT \$	TOTAL
	Brownsville, WI 53006				
	P: 920-924-4300				
	F: 920-583-3429				
Instituform Tech					
	580 Goddard Avenue			UNIT \$	TOTAL
	Chesterfield MO 63005				
	P: 715-628-0921				

A BASE BID - 2019 SANITARY SEWER REHABILITATION PROJECT

1	Sanitary Sewer CIPP Lining 8-inch (20 segments)	4,720	LF
2	Sanitary Sewer CIPP Lining 10-inch (10 segment)	2,730	LF
3	Storm Sewer CIPP Lining 12-inch Cross Culvert	50	LF
4	Sanitary Sewer 8-inch Spot Repair	1	EACH
5	Traffic Control	1	LS
		Total Base Bid:	
		\$ 23.00	\$ 108,560.00
		\$ 24.00	\$ 65,520.00
		\$ 105.00	\$ 5,250.00
		\$ 11,300.00	\$ 11,300.00
		\$ 10,000.00	\$ 10,000.00
		\$ 23.00	\$ 108,560.00
		\$ 28.00	\$ 76,440.00
		\$ 66.00	\$ 3,300.00
		\$ 16,000.00	\$ 16,000.00
		\$ 300.00	\$ 300.00
		\$ 204,600.00	
		\$ 24.25	\$ 114,460.00
		\$ 27.25	\$ 74,392.50
		\$ 165.00	\$ 8,250.00
		\$ 24,950.00	\$ 24,950.00
		\$ 5,750.00	\$ 5,750.00
		\$ 227,802.50	
		\$ 28.00	\$ 132,160.00
		\$ 32.80	\$ 89,544.00
		\$ 112.40	\$ 5,620.00
		\$ 29,306.50	\$ 29,306.50
		\$ 3,960.90	\$ 3,960.90
		\$ 260,591.40	



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: February 4, 2019
Re: Recommendation for Acceptance of Proposal for 2019 Sanitary Sewer Rehabilitation Inspection

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works is coordinating work associated with the rehabilitation of sanitary sewers located in Sanitary Sewer Basin No. 6. The sanitary sewer work was proposed to address infiltration and inflow that exist in some of the sewers located in this basin.

The bid opening was held on January 30, 2019 and four contractors submitted bids to perform the work. As design engineers for the project, Kapur was requested to submit a proposal to perform construction management and inspection services related to the work. They have submitted a proposal in an amount not to exceed \$15,358 to provide part-time inspection services throughout the project. In particular, the proposal anticipates work to be completed over 30 days and estimates 4 hours of part time inspection each work day during the course of the work. The actual cost will decrease if the work is completed by the contractor in less than 30 work days.

I have reviewed the proposal from Kapur & Associates and find the costs and hours to be reasonable. Therefore, it is my recommendation that the Village Board accept the proposal of Kapur & Associates in an amount not to exceed \$15,358 for construction management and inspection 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 sanitary sewer fund to cover the cost of this project.

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

**CONTRACT BETWEEN
VILLAGE OF FOX POINT AND KAPUR AND ASSOCIATES, INC.
FOR
CONSTRUCTION MANGEMENT FOR THE
2019 SANITARY SEWER REHABILITATION PROJECT**

We are pleased that the Village has selected Kapur & Associates, Inc. to perform the Construction Services for the 2019 Sanitary Sewer Rehabilitation Project.

This project will consist of installation approximately 7,500 L.F. of cured-in-place pipe (CIPP) lining and one open cut spot repair:

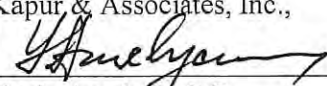
- Sanitary Sewer CIPP Lining, 8-Inch (20 Segments) - 4,720 LF
- Sanitary Sewer CIPP Lining, 10-Inch (10 Segment) - 2,730 LF
- Storm Sewer Cross Culvert CIPP Lining - 50 LF
- Sanitary Sewer 8-Inch Open Cut Spot Repair - One Each

The following scope of work for construction management:

- Pre-Construction conference, preparation and distribution of letter to affected residents
- Shop drawing/submittals review and approval
- Construction inspection is based on assuming part time (4-hours/day) inspection over the course of thirty working days:
 - field coordination between contractor and residents
 - check traffic control
 - inspection of pipeline after cleaning and prep-work prior to lining
 - check the liner inversion
 - check the pressure required to hold flexible tube tight against the existing host pipe during and after inversion and until the curing is completed
 - check the curing and cool down temperatures and time
 - check the number of reinstated active laterals after CIPP lining
 - check tight seal between pipe/liner at the manhole wall
- Review final video after installation of CIPP lining
- Payment recommendation
- As-Built

Our construction management fee is detailed in the attached fee schedule. The not to exceed fee for construction management is \$15,358.00 which included reimbursable expenses.

For: Kapur & Associates, Inc.,

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

Date: 1-31-2019

For: Village of Fox Point,

By: _____
Douglas H. Frazer
Village President

Date: _____

By: _____
Kelly Meyer
Village Clerk/Treasurer

Date: _____

COST NOT TO EXCEED
FOX POINT 2019 SANITARY SEWER REHAB CONSTRUCTION MANAGEMENT

	Project Manager	Construction Project Engineer/Inspector	Cad Technician		
TASK	\$145.00	\$84.00	\$78.00	Total Task Hours	Total Task Cost
Pre-Construction Conference, Preparation and Distribution of Letter to Affected Residents	2	2		4	\$458.00
Shop Drawings/Submittals Review/Notice to Proceed	6			6	\$870.00
Construction Inspection, Coordination between Contractor and Residents		120		120	\$10,080.00
Review Final Video After Installation of CIPP Lining and Recommendation for Payment	16				\$2,320.00
As-Built	2	8	6	16	\$1,430.00
Reimbursable Expenses					\$200.00
TOTAL BASE BID ITEMS:	26	130	6	146	\$15,358.00



2019 Sanitary Sewer Rehabilitation Constructin Management
Village of Fox Point





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: February 7, 2019
Re: Recommendation for Acceptance of Bid for 2019 Street and Utility Improvement Project

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works coordinated the reconstruction of the road along Calumet Road, Barnette Lane, View Place and a portion of Bergen Drive including replacement of the water main along this entire stretch, and replacement of storm culvert pipes and driveway culverts along with re-grading the ditches along each of the roads. The work also includes replacing the water main on the private portion of Goodrich Lane. Due to the estimated construction cost estimates and the available budget, Calumet Road was bid as the base bid while the remaining portions of the contract were listed as alternate bids.

The Bid Opening was held on February 5, 2019 and bids were received from five contractors to perform the work. The bid tab summary is attached to this memorandum. Base bids ranged in price between approximately \$2.0 million and \$3.0 million. The village budgeted approximately \$2.4 million to perform the work and the engineer's construction cost estimate was approximately \$2.0 million.

After reviewing the bids and speaking with their references (Wausau, Whitefish Bay and Germantown), it is my recommendation to award the base bid and alternate bid number 2 to Wood Sewer & Excavating, Inc. in the amount of \$2,036,444 for the base bid and an increase of \$155,155 for alternate bid number 2. The total bid is \$2,191,599. Wood's bid is approximately \$200,000 below the amounts budgeted in the storm, sanitary and water funds and the capital projects fund. It is my further recommendation that the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village.



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February 7, 2019

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

RE: 2019 Road and Utility Reconstruction Project

Dear Mr. Brandmeier:

Bids were received from five (5) Contractors to complete the 2019 Road and Utility Reconstruction Project: Wood Sewer & Excavating, Inc., UPI, LLC, Mid City Corporation, Globe Contractors, Inc. and American Sewer Services.

After reviewing of the bids, it was determined that Wood Sewer & Excavating, Inc. is the apparent low bidder with the following total bid amounts:

- Total Base Bid for the Calumet Road is \$2,036,444.00
- Alternate Bid No.1 for Barnett Lane and View Place is \$797,145.00
- Alternate Bid No.2 for Bergen Drive is \$155,155.00
- Alternate Bid No.3 for Goodrich Lane is \$261,650.00

Wood Sewer & Excavating, Inc. has performed this type of work on previous their projects and the firm is qualified to complete the items under this contract.

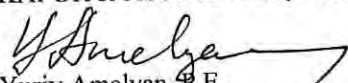
Based on available budget Kapur & Associates, Inc. recommends the award of this contract to Wood Sewer & Excavating, Inc. in total amount of \$2,191,599.00, that includes the base bid in amount of \$2,036,444.00 and Alternate Bid No.2 in amount of \$155,155.00

I have included a bid tabulation of all bidders for your records.

Should you have any comments or need additional information, please call me at (414) 751-7285.

Sincerely,

KAPUR & ASSOCIATES, INC.


Yuriy Amelyan, P.E.
Project Manager

31	18" Backflow Preventer	1	EACH	\$ 4,200.00	\$ 4,200.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
32	Construction of Bioretention Facility at Calumet Road and Crossways Median Dry Pond (All Inclusive)	1	LS	\$26,000.00	\$ 26,000.00	\$106,517.00	\$ 106,517.00	\$100,000.00	\$ 100,000.00	#####	\$ 175,000.00
33	Temporary Ditch Checks (per location) - 6" Sediment Logs	21	EACH	\$ 70.00	\$ 1,470.00	\$ 75.00	\$ 1,575.00	\$ 80.00	\$ 1,680.00	\$ 70.00	\$ 1,470.00
Subtotal for Storm Water Drainage Improvement at Calumet Road:				\$	\$21,810.00	\$	\$89,299.50	\$	\$744,795.00	\$	\$847,390.00
Water Main Relay at Calumet Road:											
1	Furnish and Install 12-Inch Water Main (Open Cut Trench Installation - All Inclusive)	3,750	LF	\$ 98.00	\$ 367,500.00	\$ 116.00	\$ 435,000.00	\$ 130.00	\$ 487,500.00	\$ 195.00	\$ 731,250.00
2	Furnish and Install 12-Inch Water Main (Horizontal Directional Drilling - All Inclusive)	50	LF	\$ 160.00	\$ 8,000.00	\$ 450.00	\$ 22,500.00	\$ 410.00	\$ 20,500.00	\$ 280.00	\$ 14,000.00
3	Furnish and Install 8-Inch Water Main (Open Cut Trench Installation - All Inclusive)	760	LF	\$ 139.00	\$ 105,640.00	\$ 172.00	\$ 130,720.00	\$ 155.00	\$ 117,800.00	\$ 190.00	\$ 144,400.00
4	Furnish and Install 6-Inch Water Main (Open Cut Trench Installation - All Inclusive)	235	LF	\$ 320.00	\$ 75,200.00	\$ 247.00	\$ 58,045.00	\$ 370.00	\$ 86,950.00	\$ 185.00	\$ 43,475.00
5	Furnish and Install 4-Inch Water Main (Open Cut Trench Installation - All Inclusive)	15	LF	\$ 260.00	\$ 3,900.00	\$ 145.00	\$ 2,175.00	\$ 650.00	\$ 9,750.00	\$ 180.00	\$ 2,700.00
6	Horizontal Auger Boring of 20-Inch Steel Casing (All Inclusive)	90	LF	\$ 440.00	\$ 39,600.00	\$ 385.00	\$ 52,650.00	\$ 510.00	\$ 45,900.00	\$ 300.00	\$ 27,000.00
7	Mechanical Restrainted Joints and Stainless Steel Spacers (All Inclusive)	90	LF	\$ 62.00	\$ 5,580.00	\$ 102.00	\$ 9,180.00	\$ 68.00	\$ 6,120.00	\$ 280.00	\$ 25,200.00
8	Furnish and Install 12-Inch Water Main Gate Valve and Valve Box	11	EACH	\$ 2,660.00	\$ 29,260.00	\$ 2,900.00	\$ 31,900.00	\$ 3,300.00	\$ 36,300.00	\$ 3,500.00	\$ 38,500.00
9	Furnish and Install 8-Inch Water Main Gate Valve and Valve Box	15	EACH	\$ 1,440.00	\$ 21,600.00	\$ 1,600.00	\$ 24,000.00	\$ 1,375.00	\$ 20,625.00	\$ 2,000.00	\$ 30,000.00
10	Furnish and Install 6-Inch Gate Valve and Valve Box	1	EACH	\$ 1,300.00	\$ 1,300.00	\$ 1,165.00	\$ 1,165.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
11	6-Inch PVC Hydrant Lead (Granular Backfill)	265	LF	\$ 78.00	\$ 20,670.00	\$ 59.00	\$ 15,635.00	\$ 80.00	\$ 21,200.00	\$ 185.00	\$ 49,025.00
12	Furnish and Install Hydrant Assembly With 6-Inch Valve and Valve Box	9	EACH	\$ 4,600.00	\$ 41,400.00	\$ 4,795.00	\$ 43,155.00	\$ 5,400.00	\$ 48,600.00	\$ 5,500.00	\$ 49,500.00
13	Furnish and Install 1-1/4-Inch HDPE Water Service Lateral	1,165	LF	\$ 64.00	\$ 74,560.00	\$ 45.00	\$ 52,425.00	\$ 90.00	\$ 104,850.00	\$ 120.00	\$ 139,800.00
14	Furnish and Install 1-1/4-Inch Corporation Stop	34	EACH	\$ 550.00	\$ 18,700.00	\$ 445.00	\$ 15,130.00	\$ 775.00	\$ 26,350.00	\$ 650.00	\$ 22,100.00
15	Furnish and Install 1-1/4-Inch Curb Stop with Curb Box	34	EACH	\$ 420.00	\$ 14,280.00	\$ 900.00	\$ 30,600.00	\$ 575.00	\$ 19,550.00	\$ 300.00	\$ 10,200.00
16	Landscape Restoration - All disturbed areas by water main reconstruction within the project limits (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	725	SY	\$ 6.00	\$ 4,350.00	\$ 5.50	\$ 3,987.50	\$ 5.00	\$ 3,625.00	\$ 5.50	\$ 3,987.50
17	UP Rail Road On-Site Observation and RailPrep Flagging	1	LS	\$14,300.00	\$ 14,300.00	\$18,000.00	\$ 18,000.00	\$16,000.00	\$ 16,000.00	\$12,000.00	\$ 12,000.00
Subtotal for Water Main Relay at Calumet Road:				\$	\$845,840.00	\$	\$946,267.50	\$	\$1,072,620.00	\$	\$1,344,637.50
TOTAL BASE BID FOR 2019 ROAD AND UTILITY RECONSTRUCTION PROJECT - Calumet Road:				\$	\$2,056,444.00	\$	\$2,242,362.00	\$	\$2,620,185.00	\$	\$2,775,067.50
SUBMITTED AMOUNT FOR BASE BID:				\$	\$2,036,444.00					\$	\$1,427,612.50
ALTERNATE BID NO. 1 - BARNETT LANE AND VIEW PLACE											
Road Reconstruction at Barnett Lane and View Place:											
1	Mill and Remove Approximately 4-Inch of Asphalt Pavement	5,300	SY	\$ 4.50	\$ 23,850.00	\$ 4.20	\$ 22,260.00	\$ 7.00	\$ 37,100.00	\$ 5.00	\$ 26,500.00
2	Track Coat	150	GAL	\$ 2.00	\$ 300.00	\$ 2.20	\$ 330.00	\$ 4.00	\$ 600.00	\$ 3.00	\$ 450.00
3	HMA Pavement Roadway	1,250	TON	\$ 65.00	\$ 81,250.00	\$ 67.00	\$ 83,750.00	\$ 78.00	\$ 103,500.00	\$ 70.00	\$ 87,500.00
4	HMA Pavement Driveway Approaches (Approx. 36 Each)	250	TON	\$ 104.00	\$ 26,000.00	\$ 104.00	\$ 26,000.00	\$ 115.00	\$ 28,750.00	\$ 101.00	\$ 25,250.00
5	Concrete Driveway 6-Inch	50	SY	\$ 67.00	\$ 3,350.00	\$ 124.00	\$ 6,200.00	\$ 77.00	\$ 3,850.00	\$ 75.00	\$ 3,750.00
6	Crushed Aggregate 3/4-Inch Shouldering Material	130	TON	\$ 56.00	\$ 7,280.00	\$ 57.25	\$ 7,442.50	\$ 54.00	\$ 7,020.00	\$ 55.00	\$ 7,150.00
7	Undercutting (EBS of Soft/Yielding Areas)	275	CY	\$ 22.00	\$ 6,050.00	\$ 22.00	\$ 6,050.00	\$ 29.00	\$ 7,975.00	\$ 35.00	\$ 9,625.00
8	Geogrid Reinforcement, Tensar BX1200	800	SY	\$ 2.80	\$ 2,240.00	\$ 3.10	\$ 2,480.00	\$ 3.00	\$ 2,400.00	\$ 4.00	\$ 3,200.00
9	3-Inch TB Stone	550	TON	\$ 23.50	\$ 12,925.00	\$ 24.00	\$ 13,200.00	\$ 17.00	\$ 9,350.00	\$ 30.00	\$ 16,500.00
10	Sanitary Sewer Manhole External Seal	10	EACH	\$ 980.00	\$ 9,800.00	\$ 1,590.00	\$ 15,900.00	\$ 2,450.00	\$ 24,500.00	\$ 2,500.00	\$ 25,000.00
11	Landscape Restoration - All disturbed areas by road and storm water-related work within the project limits (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	5,250	SY	\$ 6.00	\$ 31,500.00	\$ 5.50	\$ 28,875.00	\$ 6.00	\$ 31,500.00	\$ 5.50	\$ 28,875.00
12	Traffic Control	1	LS	\$21,000.00	\$ 21,000.00	\$ 2,000.00	\$ 2,000.00	\$10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
Subtotal for Road Reconstruction at Barnett Lane and View Place:				\$	\$232,045.00	\$	\$221,187.50	\$	\$268,345.00	\$	\$245,800.00
Storm Water Drainage Improvement at Barnett Lane and View Place:											
1	Clearing and Grubbing Within the Project Limits (Undistributed)	50	ID	\$ 50.00	\$ 2,500.00	\$ 52.00	\$ 2,600.00	\$ 140.00	\$ 7,000.00	\$ 40.00	\$ 2,000.00
2	Ditch Regrading	1,250	LF	\$ 7.20	\$ 9,000.00	\$ 6.55	\$ 8,187.50	\$ 7.00	\$ 8,750.00	\$ 7.00	\$ 8,750.00
3	Furnish and Install 14"x9" CMP Arch Pipe (Granular Backfill)	55	LF	\$ 58.00	\$ 3,190.00	\$ 52.00	\$ 2,860.00	\$ 110.00	\$ 6,050.00	\$ 100.00	\$ 5,500.00
4	Furnish and Install 10" HDPE Driveway or Cross Culvert (Granular Backfill)	30	LF	\$ 50.00	\$ 1,500.00	\$ 54.00	\$ 1,620.00	\$ 88.00	\$ 2,640.00	\$ 85.00	\$ 2,550.00
5	Furnish and Install 12" HDPE Pipe (Granular Backfill)	850	LF	\$ 58.00	\$ 49,300.00	\$ 51.00	\$ 43,350.00	\$ 80.00	\$ 68,000.00	\$ 65.00	\$ 55,250.00
6	Furnish and Install 12" HDPE Pipe (Excavated Backfill)	500	LF	\$ 49.00	\$ 24,500.00	\$ 48.00	\$ 24,000.00	\$ 75.00	\$ 37,500.00	\$ 50.00	\$ 25,000.00
7	Furnish and Install 15" HDPE Pipe (Granular Backfill)	280	LF	\$ 58.00	\$ 16,240.00	\$ 56.00	\$ 15,680.00	\$ 80.00	\$ 22,400.00	\$ 80.00	\$ 22,400.00
8	Furnish and Install 15" HDPE Pipe (Excavated Backfill)	600	LF	\$ 48.00	\$ 28,800.00	\$ 49.44	\$ 29,664.00	\$ 75.00	\$ 45,000.00	\$ 65.00	\$ 39,000.00

9	Furnish and Install Precast Storm Manhole 4-FT with Frame and Cover R.L1551	2	EACH	\$ 2,360.00	\$ 4,720.00	\$ 2,280.00	\$ 4,560.00	\$ 1,250.00	\$ 2,500.00	\$ 1,750.00	\$ 3,500.00	\$ 2,700.00	\$ 5,400.00
10	Furnish and Install 10" Nyloplast Inline Drain (All Inclusive)	25	EACH	\$ 440.00	\$ 11,000.00	\$ 485.00	\$ 12,125.00	\$ 1,200.00	\$ 30,000.00	\$ 500.00	\$ 12,500.00	\$ 1,000.00	\$ 25,000.00
11	Furnish and Install 18" Nyloplast Drain Basin (All Inclusive)	2	EACH	\$ 1,100.00	\$ 2,200.00	\$ 1,150.00	\$ 2,300.00	\$ 1,500.00	\$ 3,000.00	\$ 1,250.00	\$ 2,500.00	\$ 1,350.00	\$ 2,700.00
12	Furnish and Install 24" Nyloplast Drain Basin (All Inclusive)	13	EACH	\$ 1,400.00	\$ 18,200.00	\$ 1,220.00	\$ 15,860.00	\$ 1,550.00	\$ 20,150.00	\$ 1,500.00	\$ 19,500.00	\$ 2,400.00	\$ 31,200.00
13	Furnish and Install 10" Dome Grate	25	EACH	\$ 290.00	\$ 7,250.00	\$ 270.00	\$ 6,750.00	\$ 140.00	\$ 3,500.00	\$ 300.00	\$ 7,500.00	\$ 225.00	\$ 5,625.00
14	Furnish and Install 18" Dome Grate	2	EACH	\$ 980.00	\$ 1,960.00	\$ 988.00	\$ 1,976.00	\$ 635.00	\$ 1,270.00	\$ 400.00	\$ 800.00	\$ 1,650.00	\$ 3,300.00
15	Furnish and Install 24" Dome Grate	13	EACH	\$ 1,000.00	\$ 13,000.00	\$ 1,265.00	\$ 16,445.00	\$ 780.00	\$ 10,140.00	\$ 1,250.00	\$ 16,250.00	\$ 2,400.00	\$ 31,200.00
16	Temporary Ditch Checks (per location) - 6" Sediment Logs	16	EACH	\$ 70.00	\$ 1,120.00	\$ 75.00	\$ 1,200.00	\$ 80.00	\$ 1,280.00	\$ 85.00	\$ 1,360.00	\$ 70.00	\$ 1,120.00
Subtotal for Storm Water Drainage Improvement at Barnett Lane and View Place:				\$	194,480.00	\$	190,113.50	\$	269,180.00	\$	224,360.00	\$	294,420.00

Water Main Relay at Barnett Lane and View Place:													
1	Furnish and Install 8-Inch Water Main (Open Cut Trench Installation - All Inclusive)	2,270	LF	\$ 89.00	\$ 202,030.00	\$ 98.00	\$ 222,460.00	\$ 115.00	\$ 261,050.00	\$ 140.00	\$ 317,800.00	\$ 185.00	\$ 419,950.00
2	Furnish and Install 8-Inch Water Main Gate Valve and Valve Box	8	EACH	\$ 1,400.00	\$ 11,200.00	\$ 1,600.00	\$ 12,800.00	\$ 1,400.00	\$ 11,200.00	\$ 2,000.00	\$ 16,000.00	\$ 2,800.00	\$ 22,400.00
3	6-Inch PVC Hydrant Lead (Granular Backfill)	50	LF	\$ 88.00	\$ 4,400.00	\$ 112.00	\$ 5,600.00	\$ 110.00	\$ 5,500.00	\$ 210.00	\$ 10,500.00	\$ 220.00	\$ 11,000.00
4	Furnish and Install Hydrant Assembly With 6-Inch Valve and Valve Box	4	EACH	\$ 4,660.00	\$ 18,640.00	\$ 5,170.00	\$ 20,680.00	\$ 4,050.00	\$ 16,200.00	\$ 5,500.00	\$ 22,000.00	\$ 8,800.00	\$ 35,200.00
5	Furnish and Install 1-1/4-Inch HDPE Water Service Lateral	840	LF	\$ 71.00	\$ 59,640.00	\$ 49.00	\$ 41,160.00	\$ 65.00	\$ 54,600.00	\$ 155.00	\$ 130,200.00	\$ 55.00	\$ 46,200.00
6	Furnish and Install 1-1/2-Inch HDPE Water Service Lateral	175	LF	\$ 72.00	\$ 12,600.00	\$ 50.00	\$ 8,750.00	\$ 75.00	\$ 13,125.00	\$ 160.00	\$ 28,000.00	\$ 60.00	\$ 10,500.00
7	Furnish and Install 2-Inch HDPE Water Service Lateral	185	LF	\$ 74.00	\$ 13,690.00	\$ 60.00	\$ 11,100.00	\$ 145.00	\$ 26,825.00	\$ 170.00	\$ 31,450.00	\$ 75.00	\$ 13,875.00
8	Furnish and Install 1-1/4-Inch Corporation Stop	30	EACH	\$ 560.00	\$ 16,800.00	\$ 1,320.00	\$ 39,600.00	\$ 785.00	\$ 23,550.00	\$ 500.00	\$ 15,000.00	\$ 2,500.00	\$ 75,000.00
9	Furnish and Install 2-Inch Corporation Stop	6	EACH	\$ 640.00	\$ 3,840.00	\$ 1,645.00	\$ 9,870.00	\$ 900.00	\$ 5,400.00	\$ 600.00	\$ 3,600.00	\$ 3,000.00	\$ 18,000.00
10	Furnish and Install 2-Inch Corporation Stop	6	EACH	\$ 690.00	\$ 4,140.00	\$ 1,770.00	\$ 10,620.00	\$ 475.00	\$ 2,850.00	\$ 700.00	\$ 4,200.00	\$ 4,000.00	\$ 24,000.00
11	Furnish and Install 1-1/4-Inch Curb Stop with Curb Box	30	EACH	\$ 440.00	\$ 13,200.00	\$ 900.00	\$ 27,000.00	\$ 625.00	\$ 18,750.00	\$ 350.00	\$ 10,500.00	\$ 350.00	\$ 10,500.00
12	Furnish and Install 1-1/2-Inch Curb Stop with Curb Box	6	EACH	\$ 500.00	\$ 3,000.00	\$ 1,015.00	\$ 6,090.00	\$ 850.00	\$ 5,100.00	\$ 500.00	\$ 3,000.00	\$ 425.00	\$ 2,550.00
13	Furnish and Install 2-Inch Curb Stop with Curb Box	6	EACH	\$ 540.00	\$ 3,240.00	\$ 1,360.00	\$ 8,160.00	\$ 1,800.00	\$ 9,000.00	\$ 600.00	\$ 3,600.00	\$ 550.00	\$ 3,300.00
14	Landscaping Restoration - All disturbed areas by water main reconstruction within the project limits (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	700	SY	\$ 6.00	\$ 4,200.00	\$ 5.50	\$ 3,850.00	\$ 6.00	\$ 4,200.00	\$ 5.50	\$ 3,850.00	\$ 10.00	\$ 7,000.00
Subtotal for Water Main Relay at Barnett Lane and View Place:				\$	370,620.00	\$	427,740.00	\$	457,350.00	\$	599,700.00	\$	699,475.00
TOTAL FOR ALTERNATE BID NO. 1 - BARNETT LANE AND VIEW PLACE:				\$	797,145.00	\$	839,041.00	\$	994,875.00	\$	1,069,860.00	\$	1,280,957.50
SUBMITTED AMOUNT FOR ALTERNATE BID 1:				\$	796,845.00								

ALTERNATE BID NO. 2 - BERGEN DRIVE													
Road Construction at W. Bergen Drive													
1	Mill and Remove Approximately 4-Inch of Asphalt Material and Regrade Base Course	750	SY	\$ 6.00	\$ 4,500.00	\$ 5.75	\$ 4,312.50	\$ 15.00	\$ 11,250.00	\$ 6.00	\$ 4,500.00	\$ 17.00	\$ 12,750.00
2	HMA Pavement Roadway	210	TON	\$ 72.00	\$ 15,120.00	\$ 73.50	\$ 15,435.00	\$ 91.00	\$ 19,110.00	\$ 75.00	\$ 15,750.00	\$ 100.00	\$ 21,000.00
3	Tack Coat	40	GAL	\$ 2.00	\$ 80.00	\$ 2.20	\$ 88.00	\$ 9.00	\$ 360.00	\$ 3.00	\$ 120.00	\$ 9.50	\$ 380.00
4	HMA Pavement Driveway Approaches (4 Each)	35	TON	\$ 115.00	\$ 4,025.00	\$ 113.00	\$ 3,955.00	\$ 115.00	\$ 4,025.00	\$ 110.00	\$ 3,850.00	\$ 125.00	\$ 4,375.00
5	Curb and Gutter 30-Inch Type D - Undistributed	50	LF	\$ 45.00	\$ 2,250.00	\$ 85.00	\$ 4,250.00	\$ 77.00	\$ 3,850.00	\$ 75.00	\$ 3,750.00	\$ 85.00	\$ 4,250.00
6	Concrete Sidewalk 3-Inch - Undistributed	100	SF	\$ 7.00	\$ 700.00	\$ 16.00	\$ 1,600.00	\$ 9.00	\$ 900.00	\$ 8.00	\$ 800.00	\$ 10.00	\$ 1,000.00
7	Temporary Ditch Checks (per location) - 6" Sediment Logs	4	EACH	\$ 80.00	\$ 320.00	\$ 77.00	\$ 308.00	\$ 80.00	\$ 320.00	\$ 75.00	\$ 300.00	\$ 70.00	\$ 280.00
8	Silt Fence (Undistributed)	100	LF	\$ 2.00	\$ 200.00	\$ 2.00	\$ 200.00	\$ 5.00	\$ 500.00	\$ 4.00	\$ 400.00	\$ 4.00	\$ 400.00
9	Furnish and Install 38"x60" Elliptical RCP (Granular Backfill)	55	LF	\$ 376.00	\$ 20,680.00	\$ 211.00	\$ 11,605.00	\$ 306.00	\$ 16,830.00	\$ 700.00	\$ 38,500.00	\$ 1,100.00	\$ 60,500.00
10	Sanitary Sewer Manhole External Seal	2	EACH	\$ 1,100.00	\$ 2,200.00	\$ 1,590.00	\$ 3,180.00	\$ 2,450.00	\$ 4,900.00	\$ 2,500.00	\$ 5,000.00	\$ 1,800.00	\$ 3,600.00
11	Landscaping Restoration - All disturbed areas by road and water main reconstruction within the project limits (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	200	SY	\$ 6.00	\$ 1,200.00	\$ 5.50	\$ 1,100.00	\$ 6.00	\$ 1,200.00	\$ 5.50	\$ 1,100.00	\$ 11.00	\$ 2,200.00
Subtotal for Road Construction at W. Bergen Drive:				\$	51,275.00	\$	46,033.50	\$	63,245.00	\$	74,070.00	\$	110,735.00

Water Main Relay at W. Bergen Drive													
1	Furnish and Install 8-Inch Water Main (Horizontal Directional Drilling - All Inclusive)	300	LF	\$ 162.00	\$ 48,600.00	\$ 160.00	\$ 48,000.00	\$ 136.00	\$ 40,800.00	\$ 200.00	\$ 60,000.00	\$ 200.00	\$ 60,000.00
2	Furnish and Install 8-Inch Water Main (Open Cut Trench Installation - All Inclusive)	50	LF	\$ 210.00	\$ 10,500.00	\$ 130.00	\$ 6,500.00	\$ 200.00	\$ 10,000.00	\$ 510.00	\$ 25,500.00	\$ 900.00	\$ 45,000.00
3	Cut and Remove Approximately 5 Foot Section of Concrete Box Culvert (See SP. 23)	1	LS	\$ 5,800.00	\$ 5,800.00	\$ 3,700.00	\$ 3,700.00	\$ 9,500.00	\$ 9,500.00	\$ 4,250.00	\$ 4,250.00	\$ 10,000.00	\$ 10,000.00
4	Furnish and Install 8-Inch Water Main Gate Valve and Valve Box	1	EACH	\$ 2,200.00	\$ 2,200.00	\$ 1,600.00	\$ 1,600.00	\$ 1,375.00	\$ 1,375.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
5	6-Inch PVC Hydrant Lead (Granular Backfill)	10	LF	\$ 118.00	\$ 1,180.00	\$ 188.00	\$ 1,880.00	\$ 210.00	\$ 2,100.00	\$ 250.00	\$ 2,500.00	\$ 1,000.00	\$ 10,000.00
6	Furnish and Install 1-1/4-Inch HDPE Water Service Lateral	100	LF	\$ 170.00	\$ 17,000.00	\$ 55.00	\$ 5,500.00	\$ 70.00	\$ 7,000.00	\$ 210.00	\$ 21,000.00	\$ 85.00	\$ 8,500.00
7	Furnish and Install 1-1/4-Inch Corporation Stop	2	EACH	\$ 650.00	\$ 1,300.00	\$ 2,300.00	\$ 4,600.00	\$ 775.00	\$ 1,550.00	\$ 550.00	\$ 1,100.00	\$ 2,500.00	\$ 5,000.00
8	Furnish and Install 1-1/4-Inch Curb Stop with Curb Box	2	EACH	\$ 550.00	\$ 1,100.00	\$ 1,615.00	\$ 3,230.00	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 350.00	\$ 700.00
9	Traffic Control	1	LS	\$ 16,200.00	\$ 16,200.00	\$ 1,200.00	\$ 1,200.00	\$ 9,000.00	\$ 9,000.00	\$ 2,000.00	\$ 2,000.00	\$ 26,000.00	\$ 26,000.00

Subtotal for Water Main Relay at W. Bergen Drive:									
TOTAL FOR ALTERNATE BID NO. 2 - Bergen Drive:									
SUBMITTED AMOUNT FOR ALTERNATE BID 2:									
ALTERNATE BID NO. 3 - GOODRICH LANE									
Road Reconstruction at Goodrich Lane									
1	Mix and Remove Approximately 4-inch of Asphalt Material and Regrade Base Course	1160	SY						
2	HMA Pavement Roadway	450	TON						
3	Task Coat	50	GAL						
4	Undercutting (EBS of Soft/Yielding Areas)	80	CY						
5	3-Inch TB Stone	175	TON						
6	Geogrid Reinforcement, Tensar BX1200	100	SY						
7	Silt Fence (Undistributed)	200	LF						
8	Temporary Ditch Checks (per location - Undistributed) - 6" Sediment Log	3	EACH						
9	Sanitary Sewer Manhole External Seal	2	EACH						
10	Landscaping Restoration - All disturbed areas by road reconstruction (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	200	SY						
11	Traffic Control	1	LS						
Subtotal for Road Reconstruction at Goodrich Lane:									
Water Main Relay at Goodrich Lane									
1	Furnish and Install 8-Inch Water Main (Horizontal Directional Drilling - All Inclusive)	275	LF						
2	Furnish and Install 6-Inch Water Main (Horizontal Directional Drilling - All Inclusive)	500	LF						
3	Furnish and Install 8-Inch Water Main Gate Valve and Valve Box	1	EACH						
4	Furnish and Install 6-Inch Gate Valve and Valve Box	2	EACH						
5	6-Inch PVC Hydrant Lead (Granular Backfill)	35	LF						
6	Furnish and Install Hydrant Assembly With 6-Inch Valve and Valve Box	2	EACH						
7	Furnish and Install 1-1/4-Inch HDPE Water Service Lateral	95	LF						
8	Furnish and Install 2-Inch HDPE Water Service Lateral	335	LF						
9	Furnish and Install 1-1/4-Inch Corporation Stop	5	EACH						
10	Furnish and Install 2-Inch Corporation Stop	5	EACH						
11	Furnish and Install 1-1/4-Inch Curb Stop with Curb Box	5	EACH						
12	Furnish and Install 2-Inch Curb Stop with Curb Box	5	EACH						
13	Landscaping Restoration - All disturbed areas by water main reconstruction within the project limits (Topsoil, Hydroseed, Fertilizer and Photodegradable Erosion Matting)	750	SY						
Subtotal for Water Main Relay at Goodrich Lane:									
TOTAL FOR ALTERNATE BID NO. 3 - Goodrich Lane:									
SUBMITTED AMOUNT FOR ALTERNATE BID 3:									



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 *SB*
Through: Scott Botcher, Village Manager *SB*
Date: February 7, 2019
Re: Recommendation for Acceptance of Proposal for 2019 Street and Utility Improvement Project Inspection Services

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works coordinated the reconstruction of the road along Calumet Road, Barnette Lane, View Place and a portion of Bergen Drive including replacement of the water main along this entire stretch, and replacement of storm culvert pipes and driveway culverts along with re-grading the ditches along each of the roads. The work also includes replacing the water main on the private portion of Goodrich Lane.

The bid opening was held on February 5, 2019 and five contractors submitted bids to perform the work. As design engineers for the project, Kapur was requested to submit a proposal to perform construction management and inspection services related to the work. They have submitted a proposal in an amount not to exceed \$104,400 to provide inspection services throughout the project. In particular, the proposal anticipates 20 weeks (1,000 hours) of inspection services related to the water and storm sewer work, another 5 weeks (100 hours) of part-time inspection associated with the road reconstruction activities, 2 weeks of part-time inspection for landscape restoration tasks, and other hours for surveying and staking, grant coordination, as-built documentation and GIS incorporation. The actual cost of the work will decrease if the work is completed by the contractor in less than the anticipated 135 working days.

I have reviewed the proposal from Kapur & Associates and find the costs and hours to be reasonable. The bulk of the cost (about \$92,000) is directly related to inspection in the field. Most inspectors are billed out between \$70 and \$85 per hour and I am of the opinion the proposed fee is reasonable.

Therefore, it is my recommendation that the Village Board accept the proposal of Kapur & Associates in an amount not to exceed \$104,400 for construction management and inspection 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.

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

CONTRACT BETWEEN
VILLAGE OF FOX POINT AND KAPUR & ASSOCIATES, INC.
CONSTRUCTION MANAGEMENT FOR
2019 ROAD AND UTILITY RECONSTRUCTION PROJECT
(CALUMET ROAD, CROSSWAY ROAD AND BERGEN DRIVE)

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

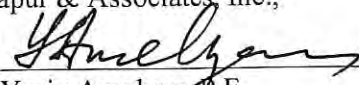
The scope of construction management services for the 2019 Road and Utility Reconstruction Project at Calumet Road, Crossway Road and Bergen Drive includes reconstruction of approximately 4,900 feet of existing roadways with additional 5 feet paved shoulders at Calumet Road; approximately 5,300 L.F. of 12" and 8" water main relays; replacement of 28 water main valves, 9 hydrants and 36 water services; and storm water drainage improvement(s), including green infrastructure improvements at Crossway and Calumet:

1. **Meetings with Village Staff**
2. **Shop drawing/submittals review and approval**
3. **Construction staking**
4. **Construction inspection:**
Assumes 27 weeks of construction or 135 working days:
 - Water main and storm sewer (assumes 20 weeks of construction or 100 working days at 10 hours per day)
 - Road reconstruction and driveway approaches (assumes 5 weeks of construction or 25 working days at 5 hours per day)
 - Landscaping Restoration (assumes 2 weeks of construction schedule or 10 working days at 4 hours per day)
 - UP Rail Road, DNR and Milwaukee Co. Department of Transportation coordination
5. **Grant preparation, submittals and coordination with MMSD**
6. **Payment Recommendation**
7. **Project close out activities, punch list, as-builts and incorporation into GIS system**

Our fees are detailed in the attached Fee Schedule. The not to exceed fee for performing the construction management is \$104,400.00. Reimbursable expenses will be itemized separately on our invoices and shall be considered part of the not to exceed fee of \$104,400.00. As always, Fox Point will only be billed for actual hours incurred.

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

For Kapur & Associates, Inc.,

By: 

Yuriy Amelyan, P.E.,
Senior Project Manager

Date: 02-07-2019

For the Village of Fox Point,

By: _____

Douglas H. Frazer
Village President

Date: _____

By: _____

Kelly Meyer
Village Clerk/Treasurer

Date: _____

COST NOT TO EXCEED
CONSTRUCTION MANAGEMENT FOR 2019 ROAD AND UTILITY RECONSTRUCTION PROJECT
VILLAGE OF FOX POINT, WISCONSIN

TASK	Project Manager	Project Engineer	Construction Inspector	Project Surveyor RLS	Survey Crew	Cad Technician	Total Task Hours	Total Task Cost
1. Meetings	4		4			\$78.00	8	\$900.00
2. Shop drawing submittals review and approval		8					8	\$840.00
3. Construction staking (water main and storm sewer)				4	36	4	44	\$4,612.00
4. Construction inspection (assuming 27 weeks of construction or 135 working days):							0	\$0.00
a) Water main and storm sewer (assuming 20 weeks or 100 working days at 10 hours per day)	4		1,000				1004	\$80,580.00
b) Road reconstruction (Includes all driveway approaches after culvert replacement. Assuming 5 weeks or 25 working days at 4 hours per day)	2		100				102	\$8,290.00
c) Landscaping restoration (assuming 2 weeks or 10 working days at 4 hours per day)			40				40	\$3,200.00
5. Grant preparation, submittals and coordination with MMSD		8					8	\$840.00
6. Payment recommendation	4		4				8	\$900.00
7. Project close out activities, punch list, As-Built and incorporation into GIS System	2	12	8			16	38	\$3,438.00
8. Reimbursable expenses							0	\$800.00
TOTAL CONSTRUCTION MANAGEMENT FEE:	12	28	1152	4	36	20	1260	\$104,400.00



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: February 7, 2019

Re: Rejection of Bids for the 2019 Stormwater Improvement Project

The 2019 Stormwater Improvement Project includes two base bid projects and an alternate bid. One base bid project includes the replacement of the corrugated metal pipe culverts under Spooner Road and Santa Monica Boulevard, improvements to the slopes and construction of poured, stamped concrete head and wing walls. The other base bid item includes removal of the existing failing retaining wall in the ravine area north of Green Tree Road and east of Lake Drive. The retaining wall is collapsing into the ravine and is at risk of blocking flow from the concrete box culvert under Lake Drive; as a result, the old retaining wall will be removed and a poured, stamped concrete wall on each side of the channel will be constructed. The alternate bid item includes construction of a poured concrete head and wing wall adjacent to the Union Pacific Railroad tracks at 8304 and 8308 North Santa Monica.

A bid opening was held on February 5, 2019, and two bids were received to perform the work ranging in price from approximately \$347,000 up to approximately \$452,000 (for the base bid) and an additional approximate \$20,000 to \$27,000 for the alternate bid. The Village budgeted \$307,000 in the 2019 storm water utility to perform the work.

After reviewing the bids in conjunction with the 2019 road and utility reconstruction project, there is not adequate budget to perform each of the projects. Therefore it is my recommendation that the Village Board reject all bids received. Staff will rebid the project in early March to focus solely on the failing retaining walls at Green Tree and Lake Drive and will postpone the remaining work until 2020.



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: February 7, 2019

Re: Recommendation for Approval of Easements

A handwritten signature in black ink, appearing to be "S. Brandmeier", written over the "From:" line.

The Village Department of Public Works has proposed stormwater improvements in two areas requiring an easement: 702 and 708 East Green Tree Road and 8304 and 8308 North Santa Monica. As noted in an earlier agenda item, the bids received for the 2019 stormwater improvement project are proposed to be rejected and the Green Tree Road and Lake Drive location rebid in March 2019. The Santa Monica project will be proposed to be done in 2020.

In order to perform both projects, easements are required. The Village Attorney and I have been working with the property owners to obtain the necessary easements and appropriate waivers. It is my recommendation the Village Board approve the acquisition of easements on the aforementioned properties subject to the property owners executing the documents the Village Attorney deems necessary, approving the accompanying Waiver of Special Assessments and authorize the Village President and Village Clerk/Treasurer to execute the same.

Document Number

PERMANENT STORM WATER
DRAINAGE EASEMENT AND
TEMPORARY CONSTRUCTION
EASEMENT

This Easement is made this ____ day of _____, 20____, by Thomas M. Frost and Kathleen Reiley, (referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 702 East Green Tree Road, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and

Certain retaining wall and related improvements that affect drainage within a ravine on and in the vicinity of the Owner's Parcel are in need of repair and reconstruction; and

In consideration of the mutual benefits to be gained by the drainage improvements, Owner hereby intends to grant the Village such rights as are necessary for Village to make and operate such drainage improvements across the Owner's Parcel.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53186

Tax Key No.: 1290163000

Parcel Identification Number (PIN)

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. Grant of Permanent Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel, in the area specifically described in attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include a retaining wall, ditches, swales, underground pipes, drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, to allow public water to drain across and through the Easement Area (such facilities referred to herein as the "Village's Facilities").
2. Construction, Maintenance, Repair, Inspection, Reconstruction. The

Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Such restoration for currently unpaved areas shall be accomplished by replacing fill and soil to the preexisting grade and establishing grass, and for currently paved areas shall be accomplished by replacing fill and base course material, and repaving to the preexisting grade. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents in accordance with the terms contained herein.

3. Binding on Owner of Owner's Parcel. This easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The Owner further agrees that this Easement is a covenant and restriction that shall run with the land. This Easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The Owner shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this Easement. Except as to those structures existing as of the date hereof no structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this Easement. The elevation of the existing ground surface within the Easement Area shall not be altered by more than four inches (4") without the written consent of the Village.
5. Bill of Sale. To the extent the Owner may have an ownership interest in the Village's Facilities described herein and located within the Easement Area, the Owner's interest is hereby sold and conveyed to the Village.
6. Temporary Construction Easement. Contemporaneously with the execution of this document, the Village of Fox Point has a need to conduct certain work in 2019 with regard to the Village's Facilities and will need to cross the Owner's Parcel, and the Owner therefore hereby grants to the Village the following temporary limited easement for all of the following activities (the "Work"): Construction and access, including for such purpose the right to operate necessary equipment thereon, the right of ingress and egress, and the right to grade and restore the property,

including the right to preserve, protect or remove or plant thereon any vegetation that the Village authorities may deem desirable to prevent erosion of the soil and to complete the Work, with such rights continuing as long as required for such public purpose, in the Village of Fox Point, Milwaukee County, Wisconsin, on, over, in and under the Temporary Easement Area described in attached Exhibit C. Owner consents to the entry of the employees, workmen, agents or independent contractors of the Village for and incidental to the Work described above, but reserve to themselves the right to make such use of land included in said easement, subject to the ordinances of the Village of Fox Point, and the statutes of the State of Wisconsin as will not disturb or interfere with such Work or prevent ingress or egress thereto for the purpose of the construction, repair, maintenance and reconstruction thereof. This Temporary Construction Easement is for Work conducted in 2019 only, and automatically expires thereafter.

7. Severability. If any term, covenant or condition of this Easement, or its application, shall be invalid or unenforceable under applicable law, the remainder of this Easement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
8. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

Owner 702 East Green Tree Road

By: _____
Thomas M. Frost

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____,
the above-named Thomas M. Frost to me known to be the person who executed the
foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print name: _____
My commission: _____

Owner 702 East Green Tree Road

By: _____
Kathleen Reiley

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____,
the above-named Kathleen Reiley to me known to be the person who executed the
foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print name: _____
My commission: _____

This Instrument Was Drafted By:
Eric J. Larson, Village Attorney
Municipal Law & Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

Exhibit A

Lot 12, in Block 2, in Ravina, being a Subdivision of part of Lot 1 in the Northwest 1/4 of Section 21, in Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin.

Tax Key No. 129-0163

Address: 702 E Green Tree Road

Exhibit B
(Attach Legal Description of Easement Area)

Exhibit C
(Attach Legal Description of Temporary Easement Area)

WAIVER OF POTENTIAL SPECIAL ASSESSMENT

WHEREAS, Kathleen Reiley and Thomas M. Frost (the “Owner”) are owners of certain lands within the Village of Fox Point with the street address of 702 E. Green Tree Point Road, Fox Point, Wisconsin 53217, (the “Owner”) described on Exhibit A attached hereto and made a part hereof (the “Owner’s Parcel”); and

WHEREAS, the Village of Fox Point desires to obtain a permanent storm water drainage easement over a portion of the Owner’s Parcel (the “Easement Area”) described on an Exhibit B attached hereto and made a part here of in order to perform certain work including repair or reconstruction of any retaining wall and related improvements that affect drainage on or in the vicinity of the Owner’s Parcel in 2019 that both the Village of Fox Point and the Owner believe will benefit the Owner’s Parcel (the “Work”); and.

WHEREAS, the Owner is willing to grant a permanent storm water drainage easement to the Village of Fox Point at no charge, to allow the Village to perform mutually beneficial Work in the Easement Area; and

WHEREAS, the Village of Fox Point, as consideration for the undersigned conveying a permanent storm water drainage easement to the Village of Fox Point at no charge, is willing herein to warrant and represent that the Village of Fox Point shall waive any special assessments, special charges or other claims potentially to be made by the Village of Fox Point related to the work to be done in the Easement Area.

NOW, THEREFORE, the Village of Fox up Point hereby agree as follows:

1. That upon the granting of a permanent storm water drainage easement in the Easement Area of the Owners Parcel within the Village of Fox Point, the Village of Fox Point herein waives any special assessments, special charges, or other possible claims of the Village of Fox Point which could be levied pursuant to local ordinance and, without limitation because of enumeration, specifically waives Fox Point Code Section 67.2 and/ or the Wisconsin Statutes Section 66.0701, or Section 66.0703 for the Work.
2. The Village of Fox Point is aware the owner is relying on this waiver as an inducement to grant the permanent storm water drainage easement to the Village of Fox Point
3. The Village of Fox Point further states that this decision to waive all such rights was made freely, willingly and voluntarily.

4. This Waiver shall be construed and enforced in accordance with the laws of this State of Wisconsin.

DATED this _____ day of _____, 20____.

Village of Fox Point

By: _____
Douglas H. Frazer, Village President

Attest: _____
Kelly A. Meyer, Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2019, the above-named Douglas H. Frazer and Kelly A. Meyer to me known to be the person who executed the foregoing instrument and acknowledged the same.

PUBLIC, STATE OF WI
Print name: _____
My commission: _____

Document Number

PERMANENT STORM WATER
DRAINAGE EASEMENT AND
TEMPORARY CONSTRUCTION
EASEMENT

This Easement is made this ____ day of _____,
20____, by Michael W. McLaughlin, Jr. and Nancy Ann
McLaughlin, (referred to herein as "Owner"), to benefit the
Village of Fox Point, a municipal entity duly existing per the laws
of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 708 East
Green Tree Road, Fox Point, Wisconsin, as further described in
Exhibit A attached hereto and incorporated herein by reference
(referred to herein as the "Owner's Parcel"); and

Certain retaining wall and related improvements that
affect drainage within a ravine on and in the vicinity of the
Owner's Parcel are in need of repair and reconstruction; and

In consideration of the mutual benefits to be gained by
the drainage improvements, Owner hereby intends to grant the
Village such rights as are necessary for Village to make and
operate such drainage improvements across the Owner's
Parcel.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53186

Tax Key No.: 1290162000

Parcel Identification Number (PIN)

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. Grant of Permanent Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel, in the area specifically described in attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include a retaining wall, ditches, swales, underground pipes, drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, to allow public water to drain across and through the Easement Area (such facilities referred to herein as the "Village's Facilities").
2. Construction, Maintenance, Repair, Inspection, Reconstruction. The

Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Such restoration for currently unpaved areas shall be accomplished by replacing fill and soil to the preexisting grade and establishing grass, and for currently paved areas shall be accomplished by replacing fill and base course material, and repaving to the preexisting grade. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents in accordance with the terms contained herein.

3. Binding on Owner of Owner's Parcel. This easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The Owner further agrees that this Easement is a covenant and restriction that shall run with the land. This Easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The Owner shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this Easement. Except as to those structures existing as of the date hereof no structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this Easement. The elevation of the existing ground surface within the Easement Area shall not be altered by more than four inches (4") without the written consent of the Village.
5. Bill of Sale. To the extent the Owner may have an ownership interest in the Village's Facilities described herein and located within the Easement Area, the Owner's interest is hereby sold and conveyed to the Village.
6. Temporary Construction Easement. Contemporaneously with the execution of this document, the Village of Fox Point has a need to conduct certain work in 2019 with regard to the Village's Facilities and will need to cross the Owner's Parcel, and the Owner therefore hereby grants to the Village the following temporary limited easement for all of the following activities (the "Work"): Construction and access, including for such purpose the right to operate necessary equipment thereon, the right of ingress and egress, and the right to grade and restore the property,

including the right to preserve, protect or remove or plant thereon any vegetation that the Village authorities may deem desirable to prevent erosion of the soil and to complete the Work, with such rights continuing as long as required for such public purpose, in the Village of Fox Point, Milwaukee County, Wisconsin, on, over, in and under the Temporary Easement Area described in attached Exhibit C. Owner consents to the entry of the employees, workmen, agents or independent contractors of the Village for and incidental to the Work described above, but reserve to themselves the right to make such use of land included in said easement, subject to the ordinances of the Village of Fox Point, and the statutes of the State of Wisconsin as will not disturb or interfere with such Work or prevent ingress or egress thereto for the purpose of the construction, repair, maintenance and reconstruction thereof. This Temporary Construction Easement is for Work conducted in 2019 only, and automatically expires thereafter.

7. Severability. If any term, covenant or condition of this Easement, or its application, shall be invalid or unenforceable under applicable law, the remainder of this Easement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
8. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

Owner 708 East Green Tree Road

By: _____
Michael W. McLaughlin, Jr.

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____,
the above-named Michael W. McLaughlin, Jr. to me known to be the person who
executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print name: _____
My commission: _____

Owner 708 East Green Tree Road

By: Nancy Ann McLaughlin

[illegible]

Personally came before me this ____ day of _____, 20____,
the above-named Nancy Ann McLaughlin to me known to be the person who executed
the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print name: _____
My commission: _____

This Instrument Was Drafted By:
Eric J. Larson, Village Attorney
Municipal Law & Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

Exhibit A

Lot 11, Block 2, Ravina Subdivision, being a subdivision of part of Lot 1 in Fractional Section 21, Township 8 North, Range 22 East, Village of Fox Point, County of Milwaukee, State of Wisconsin.

Tax Key No. 129-0162

Address: 708 E. Green Tree Road

Exhibit B
(Attach Legal Description of Easement Area)

Exhibit C
(Attach Legal Description of Temporary Easement Area)

PERMANENT STORM WATER
DRAINAGE EASEMENT

Document Number

This Easement is made this ____ day of _____,
20____, by Gerald M. Lau and Kathleen F. Lau, (referred to
herein as "Owner"), to benefit the Village of Fox Point, a
municipal entity duly existing per the laws of the State of
Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 8304 N.
Santa Monica Boulevard, Fox Point, Wisconsin, as further
described in Exhibit A attached hereto and incorporated herein
by reference (referred to herein as the "Owner's Parcel"); and

Certain stormwater improvements currently exist on the
Owner's Parcel, and the Village and Owner hereby intend to
establish terms and conditions for the Village stormwater work
on the Owner's Parcel; and

In consideration of the mutual benefits to be gained by
the stormwater improvements, Owner hereby intends to grant
the Village such rights as are necessary for Village to make and
operate such stormwater improvements across the Owner's
Parcel.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53186

Tax Key No.: 059-0080

Parcel Identification Number (PIN)

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. **Grant of Easement.** The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel, in the area specifically described in attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include ditches, swales, underground pipes, drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, to allow public water to drain across and through the Easement Area (such facilities referred to herein as the "Village's Facilities").
2. **Construction, Maintenance, Repair, Inspection, Reconstruction.** The Village may enter Owner's Parcel, within the Easement Area, with such

persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Such restoration for currently unpaved areas shall be accomplished by replacing fill and soil to the preexisting grade and establishing grass, and for currently paved areas shall be accomplished by replacing fill and base course material, and repaving to the preexisting grade. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents in accordance with the terms contained herein.

3. Binding on Owner of Owner's Parcel. This easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The Owner further agrees that this Easement is a covenant and restriction that shall run with the land. This Easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The Owner shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this Easement. Except as to those structures existing as of the date hereof no structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this Easement. The elevation of the existing ground surface within the Easement Area shall not be altered by more than four inches (4") without the written consent of the Village.
5. Bill of Sale. To the extent the Owner may have an ownership interest in the Village's Facilities described herein and located within the Easement Area, the Owner's interest is hereby sold and conveyed to the Village.
6. Severability. If any term, covenant or condition of this Easement, or its application, shall be invalid or unenforceable under applicable law, the remainder of this Easement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
7. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

Owner 8304 N. Santa Monica Boulevard

By: _____
Gerald M. Lau

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____,
the above-named Gerald M. Lau to me known to be the person who executed the
foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print name: _____
My commission: _____

Owner 8304 N. Santa Monica Boulevard

By: _____
Kathleen M. Lau

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____,
the above-named Kathleen M. Lau to me known to be the person who executed the
foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print name: _____
My commission: _____

This Instrument Was Drafted By:
Eric J. Larson, Village Attorney
Municipal Law & Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

Exhibit A

Lot 30, in Block 4, in FOX POINT COURTS, being a subdivision of part of the Southwest 1/4 of Section 9, in Township 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin.

Tax Key No. 059-0080

Address: 8304 N Santa Monica Blvd

Exhibit B
(Attach Legal Description of Easement Area)

PERMANENT STORM WATER
DRAINAGE EASEMENT

Document Number

This Easement is made this ____ day of _____, 20____, by Lynn Morrell, (referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 8308 N. Santa Monica Boulevard, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and

Certain stormwater improvements currently exist on the Owner's Parcel, and the Village and Owner hereby intend to establish terms and conditions for the Village stormwater work on the Owner's Parcel; and

In consideration of the mutual benefits to be gained by the stormwater improvements, Owner hereby intends to grant the Village such rights as are necessary for Village to make and operate such stormwater improvements across the Owner's Parcel.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53186

Tax Key No.: 059-0081

Parcel Identification Number (PIN)

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. Grant of Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the drainage of water across Owner's Parcel, in the area specifically described in attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include ditches, swales, underground pipes, drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, to allow public water to drain across and through the Easement Area (such facilities referred to herein as the "Village's Facilities").
2. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owner's Parcel, within the Easement Area, with such

persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area. Such restoration for currently unpaved areas shall be accomplished by replacing fill and soil to the preexisting grade and establishing grass, and for currently paved areas shall be accomplished by replacing fill and base course material, and repaving to the preexisting grade. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the Easement Area. The rights granted to the Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents in accordance with the terms contained herein.

3. Binding on Owner of Owner's Parcel. This easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the owners of the Owner's Parcel, their successors, heirs, and assigns. The Owner further agrees that this Easement is a covenant and restriction that shall run with the land. This Easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The Owner shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this Easement. Except as to those structures existing as of the date hereof no structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this Easement. The elevation of the existing ground surface within the Easement Area shall not be altered by more than four inches (4") without the written consent of the Village.
5. Bill of Sale. To the extent the Owner may have an ownership interest in the Village's Facilities described herein and located within the Easement Area, the Owner's interest is hereby sold and conveyed to the Village.
6. Severability. If any term, covenant or condition of this Easement, or its application, shall be invalid or unenforceable under applicable law, the remainder of this Easement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
7. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

Owner 8308 N. Santa Monica Boulevard

By: _____
Lynn Morrell

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____,
the above-named Lynn Morrell to me known to be the person who executed the foregoing
instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print name: _____
My commission: _____

This Instrument Was Drafted By:
Eric J. Larson, Village Attorney
Municipal Law & Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

Exhibit A

Legal Description:

Lot 31, in Block 4, in Fox Point Courts, being a subdivision of part of the Southwest 1/4 of Section 9, Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin.

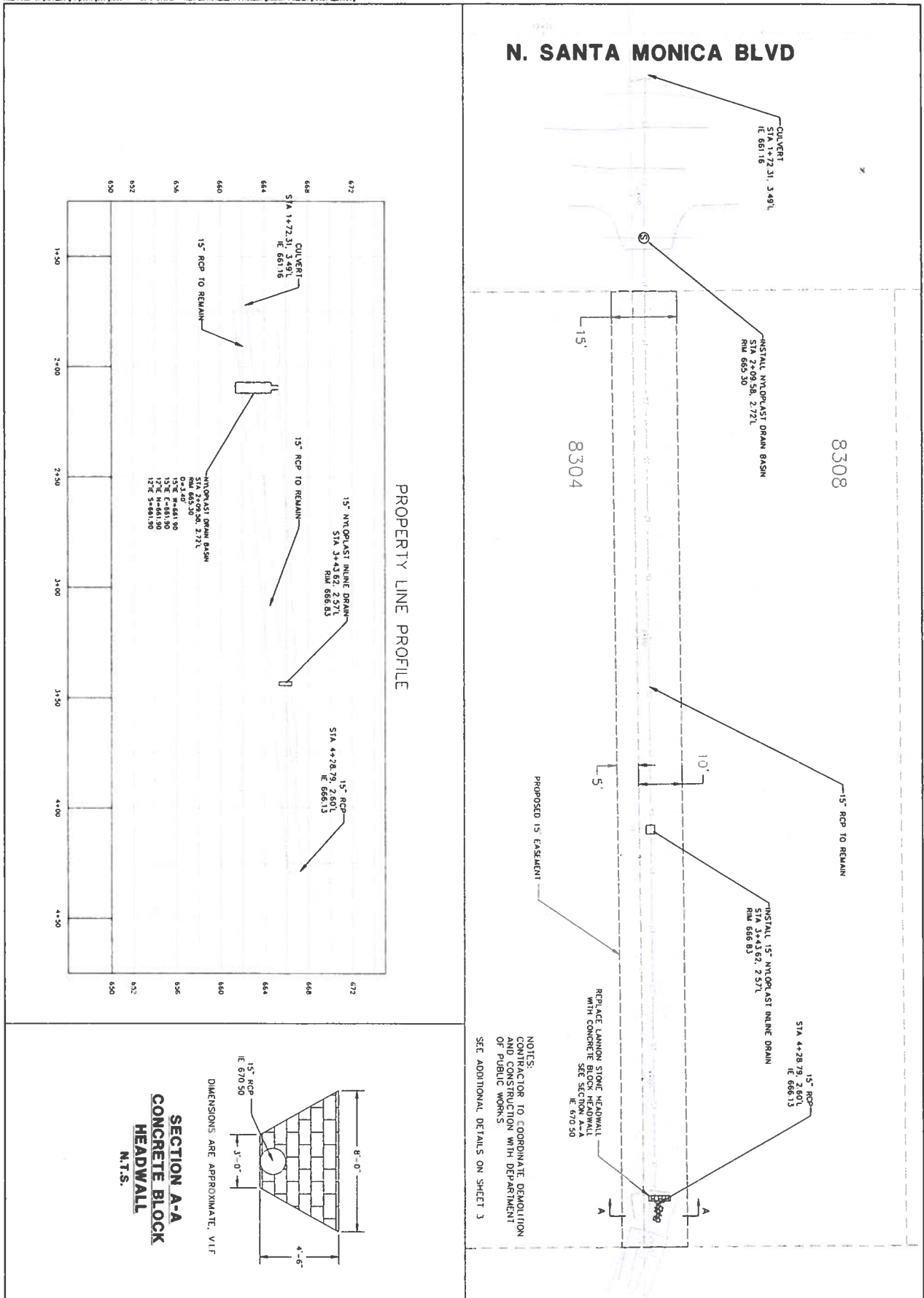
Tax Key: 059-0081

Address: 8308 N. Santa Monica Blvd

Tax Key No.: 059-0081

Property Address: 8308 N. Santa Monica Blvd

ALDNAME: B:\Vb_Mtg_Agenda_Pcket\02\1319 - 2019 STORM WATER IMPROVEMENT PROJECT\DESIGN FOLDER\03374.DWG



K&A ASSOCIATES, INC.
1711 N. 4TH STREET, SUITE 200
MILWAUKEE, WI 53233
TEL: 414.333.1111
WWW.KANDASSOCIATES.COM

PROJECT
STORM WATER
DRAINAGE
IMPROVEMENTS

LOCATION
VILLAGE OF FOX
POINT, WI

DATE
11/11/2019

RELEASE
PRELIMINARY

REVISION	DATE	DESCRIPTION
1	11/11/2019	PRELIMINARY

SECTION A-A
CONCRETE BLOCK
HEADWALL
N.T.S.

SITE PLAN 2
VICINITY OF
SPOONER RD AND
SANTA MONICA BLVD.

7



MEMORANDUM

POLICE DEPARTMENT VILLAGE OF FOX POINT

TO: FOX POINT BOARD OF TRUSTEES

FROM: CHIEF CHRISTOPHER FREEDY *Christopher Freedy*

DATE: 1/15/2019

REGARDING: ACCEPTANCE OF PROPOSAL FOR REPLACEMENT SQUAD CAR

BACKGROUND AND OVERVIEW

The Village of Fox Point manages a fleet of vehicles to provide policing services, including preventative patrol and response to calls. This fleet consists of current production vehicles with the highest safety standards and a rating by the Michigan State Police as certified for use in a pursuit situation.

ANALYSIS

The proper maintenance and repair of the vehicle fleet extends the life of the vehicles and reduces maintenance costs, while increasing resale value. Every vehicle in the fleet receives routine maintenance according to the manufacturer's recommendations. Officers are also encouraged to use downtime during their shifts to regularly wash the squads, especially during the winter months. The vehicles in our fleet, like our building, belong to the residents and should receive the greatest amount of care and maintenance.

It is my intent to retain and replace the vehicles on a schedule that maximizes the usefulness of the vehicle for the greatest cost efficiency. The vehicle replacement schedule utilizes a multi-faceted evaluation in determining the life of the vehicle, including age, mileage, current repair costs, current and projected mechanical failures, and finally current market value at auction. With time and use, mechanical failures increase, maintenance costs increase which cause the annual cost of ownership to rise and resale value to decrease. Based on the evaluation of the current fleet, one squad car was requested in the current year capital budget.

Bids were submitted to Ewald's Hartford Ford, who holds the current state contract for police vehicles and has provided the lowest bid for the previous three years, for a base model Police Interceptor Utility with upgrades related to emergency and interior lighting. Quotes were received for a standard gasoline engine model and a hybrid engine in the following amount:

Company	Total System Cost
3.6 Liter Gasoline Engine (NGPI Utility)	\$ 35,726.00
3.6 Liter Hybrid Engine (NGPI Utility)	\$ 38,841.00

These costs are for the purchase of the vehicle and do not take into account any costs to configure and up-fit the vehicle for radio equipment.

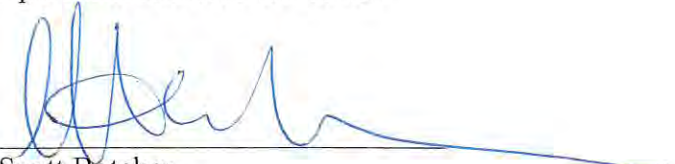
FISCAL NOTE

The Village Board has budgeted \$45,920 in the 2019 Capital Improvement Budget for this project. The proposal from Ewald's Hartford Ford is for the squad cars and does not include any installation or up-fitting of radio or accessory emergency equipment. The installation of accessory equipment will be handled by our regular contractors for squad up-fitting (General Communications). Historically, the cost for tear-down of the old car and up-fit of the new car, along with related hardware is approximately \$5000.00.

RECOMMENDATION

Staff has compared the return on our investment for the Hybrid versus traditional vehicle, reviewed the potential savings for the Hybrid vehicle over the ownership time, along with considering the unknowns related to emergency vehicle / fleet use. Based on this information, staff recommends the Village Board accept the replacement squad car proposal from **Ewald's Hartford Ford** for the squad replacement in the amount of **\$35,726.00** and authorize the Village Manager to sign the purchase order.

This is to certify that the attached is true and correct list of bills due for a period from January 1- 31, 2019, in the total amount of \$710,577.81. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.



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 February 12, 2019.

Douglas H. Frazer
Village President

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

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-12110 LOTTERY CREDIT						
1080	RAINER, SANDRA	2018 lottery	LOTTERY CREDIT	01/14/2019	137.34	01/18/2019
Total 10-12110 LOTTERY CREDIT:					137.34	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	FEBUARY 2019	LIFE INSURANCE	01/11/2019	958.28	01/11/2019
Total 10-21520 GROUP LIFE:					958.28	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	JANUARY 2019	POLICE DUES	01/24/2019	405.00	01/25/2019
Total 10-21525 UNION DUES:					405.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0110192	Deferred Comp NICHOLAS Pay	01/11/2019	50.00	01/11/2019
375	NORTH SHORE BANK, FSB	PR0110192	Deferred Comp NORTH SHORE	01/11/2019	765.00	01/11/2019
375	NORTH SHORE BANK, FSB	PR0124192	Deferred Comp NICHOLAS Pay	01/24/2019	450.00	01/25/2019
375	NORTH SHORE BANK, FSB	PR0124192	Deferred Comp NORTH SHORE	01/24/2019	3,365.00	01/25/2019
1622	WELLS FARGO BANK, N.A.	PR0110191	Deferred Comp WI DEFER - PRE	01/11/2019	6,158.46	01/11/2019
1622	WELLS FARGO BANK, N.A.	PR0110191	Deferred Comp WI DEFER - RO	01/11/2019	1,064.62	01/11/2019
1622	WELLS FARGO BANK, N.A.	PR0124191	Deferred Comp WI DEFER - PRE	01/24/2019	10,788.46	01/25/2019
1622	WELLS FARGO BANK, N.A.	PR0124191	Deferred Comp WI DEFER - RO	01/24/2019	1,064.62	01/25/2019
101991	VANTAGEPOINT TRANSFER AG	PR0110191	Deferred Comp ICMA-PRETAX	01/11/2019	962.30	01/11/2019
101991	VANTAGEPOINT TRANSFER AG	PR0124191	Deferred Comp ICMA-PRETAX	01/24/2019	1,562.30	01/25/2019
Total 10-21530 DEFERRED COMPENSATION:					26,230.76	
10-21540 GARNISHMENT						
797	WI SCTF	01/11/2019	ID7417425 LOCATOR 55200 JAN	01/11/2019	524.30	01/11/2019
797	WI SCTF	01/25/2019	ID7417425 LOCATOR 55200 JAN	01/24/2019	524.30	01/25/2019
Total 10-21540 GARNISHMENT:					1,048.60	
10-23000 WORKERS COMPENSATION						
1658	R & R INSURANCE SERVICES, I	1980191	WORKERS COMP	01/17/2019	24,745.00	01/18/2019
Total 10-23000 WORKERS COMPENSATION:					24,745.00	
10-51100-321 PROFESSIONAL DUES/MEETINGS						
275	LEAGUE OF WI MUNICIPALITIE	10189-2019	DUES ID#10189	01/17/2019	3,448.82	01/18/2019
Total 10-51100-321 PROFESSIONAL DUES/MEETINGS:					3,448.82	
10-51200-310 SUPPLIES/EXPENSES						
1072	WISCONSIN SUPREME COURT	40-0126-2019	CONT. EDUCATION	01/17/2019	700.00	01/18/2019
Total 10-51200-310 SUPPLIES/EXPENSES:					700.00	
10-51410-321 PROFESSIONAL DUES/MEETINGS						
633	ICC	2019 DUES	DUES	01/24/2019	350.00	01/25/2019
1135	WISCONSIN CITY/COUNTY	2019	BOTCHER	01/10/2019	177.00	01/11/2019
1135	WISCONSIN CITY/COUNTY	2019	PEDERSON	01/10/2019	50.00	01/11/2019
Total 10-51410-321 PROFESSIONAL DUES/MEETINGS:					577.00	

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-51420-321 PROFESSIONAL DUES/MEETINGS						
91	IIMC	IIMC2019	DUES MEYER	01/14/2019	170.00	01/18/2019
91	IIMC	IIMC2019	DUES OBRIEN	01/14/2019	110.00	01/18/2019
339	METRO MUNICIPAL CLERK'S A	2019 Dues	DUES OBRIEN	01/10/2019	30.00	01/11/2019
339	METRO MUNICIPAL CLERK'S A	MMCAMeyer-2019	DUES	01/10/2019	30.00	01/11/2019
Total 10-51420-321 PROFESSIONAL DUES/MEETINGS:					340.00	
10-51420-322 TRAINING						
339	METRO MUNICIPAL CLERK'S A	MMCA022819	LUNCHEON	01/18/2019	28.00	01/25/2019
Total 10-51420-322 TRAINING:					28.00	
10-51520-210 SOFTWARE SUPPORT						
102273	CIVIC SYSTEMS, LLC	CVC17351	SEMI ANNUAL FEE	01/17/2019	6,854.00	01/18/2019
Total 10-51520-210 SOFTWARE SUPPORT:					6,854.00	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	140078	MONTHLY FEES	01/17/2019	2,664.96	01/18/2019
Total 10-51530-210 CONTRACT SERVICES:					2,664.96	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	23936507	MONTHLY	12/31/2018	231.00	01/15/2019
477	TAYLOR COMPUTER SERVICES	18529	JAN MANAGE SVCS VH	01/16/2019	382.60	01/18/2019
477	TAYLOR COMPUTER SERVICES	18578	VH-DEC MAIL ARCHIVE	12/31/2018	242.35	01/29/2019
755	GCS SOFTWARE, INC.	27387	WEB PORTAL	01/17/2019	1,000.00	01/18/2019
1716	ENTERPRISE SYSTEMS GROU	83322	ANNUAL SUPPORT	01/16/2019	4,664.00	01/18/2019
2689	SPRUCE UP CLEANING	3292	MONTHLY	12/31/2018	1,583.37	01/09/2019
Total 10-51600-210 CONTRACT SERVICES:					8,103.32	
10-51600-222 TELEPHONE UTILITIES						
1336	EARTHLINK BUSINESS	01/01/2019	7345438	01/10/2019	168.55	01/11/2019
2691	CENTURYLINK-BUSINESS SVC.	1458776151	87619173	12/31/2018	.39	01/15/2019
5312	AT & T- VILLAGE	12/22/2018	414 351-8900 758 7	12/31/2018	38.30	01/15/2019
Total 10-51600-222 TELEPHONE UTILITIES:					207.24	
10-51600-234 VILLAGE HALL MAINTENANCE						
502	VILLAGE HARDWARE - VH	181646/1	VLG HALL SUPPLIES	12/31/2018	3.60	01/10/2019
2973	TIME WARNER CABLE	01/02/2019	10404-060459401-5001	01/10/2019	6.63	01/11/2019
5778	OFFICE COPYING EQUIPMENT	ar68177	VLG HALL COPIES	12/31/2018	248.79	01/15/2019
5778	OFFICE COPYING EQUIPMENT	AR75411	VLG HALL COPIES	01/16/2019	151.95	01/18/2019
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					410.97	
10-51700-510 INSURANCE						
1658	R & R INSURANCE SERVICES, I	1977174	CRIME	01/17/2019	1,050.00	01/18/2019
1658	R & R INSURANCE SERVICES, I	1980184	LWMMI	01/17/2019	24,063.00	01/18/2019
1658	R & R INSURANCE SERVICES, I	1980193	STORAGE TANK	01/17/2019	483.00	01/18/2019
1658	R & R INSURANCE SERVICES, I	1980194	COMMERCIAL	01/17/2019	18,414.00	01/18/2019
Total 10-51700-510 INSURANCE:					44,010.00	
10-51700-511 GROUP HEALTH - RETIREES						
435	RIES, DANIEL	5	HEALTH	01/01/2019	716.48	01/11/2019

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638	KRIEFALL, DONALD A	33	HEALTH INSURANCE REIMBUR	01/01/2019	414.50	01/11/2019
1801	MILLER, DAN N	10	MONTHLY REIMBURSEMENT	01/01/2019	308.68	01/11/2019
Total 10-51700-511 GROUP HEALTH - RETIREES:					1,439.66	
10-52100-180 RECRUITMENT						
1069	ASCENSION MEDICAL GROUP/	144027	DRUG TEST	12/31/2018	50.00	01/09/2019
1071	ORGANIZED DEVELOPEMENT	12473	PROFESSIONAL SERVICES	12/31/2018	1,100.00	01/15/2019
Total 10-52100-180 RECRUITMENT:					1,150.00	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
477	TAYLOR COMPUTER SERVICES	18530	PD JAN MANAGED SVS	01/17/2019	157.15	01/18/2019
477	TAYLOR COMPUTER SERVICES	18577	PD-DEC EMAIL ARCHIVE	12/31/2018	249.94	01/29/2019
1751	ACTION HEATING COOLING & P	22614	MAINTENANCE	12/31/2018	487.50	01/09/2019
4942	TITAN PUBLIC SAFETY SOLUTI	4567	COURT ANNUAL SUPPORT	01/10/2019	3,832.00	01/11/2019
4942	TITAN PUBLIC SAFETY SOLUTI	4568	PHOENIX INTERFACE	01/10/2019	870.00	01/11/2019
5152	JAMES IMAGING SYSTEMS, IN	876309	MONTHLY PD	01/24/2019	100.32	01/25/2019
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					5,696.91	
10-52100-217 DISPATCHING CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	3479	DISPATCH	01/17/2019	71,917.31	01/18/2019
Total 10-52100-217 DISPATCHING CONTRACT SERVICES:					71,917.31	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	11/14-12/17/18	6286-911-140	12/31/2018	712.72	01/15/2019
Total 10-52100-220 GAS UTILITIES:					712.72	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	11/14-12/17/18	0699-070-169	12/31/2018	1,656.85	01/15/2019
536	WE-ENERGIES	11/14-12/17/18	9299-448-560	12/31/2018	34.60	01/15/2019
Total 10-52100-221 ELECTRIC UTILITIES:					1,691.45	
10-52100-222 TELEPHONE UTILITIES						
1336	EARTHLINK BUSINESS	01/01/2019	7345438	01/10/2019	105.34	01/11/2019
2691	CENTURYLINK-BUSINESS SVC.	1458776151	87619173	12/31/2018	.38	01/15/2019
2973	TIME WARNER CABLE	070433001010119	07043001	01/10/2019	442.99	01/11/2019
2973	TIME WARNER CABLE	20190103OTA	10404-038090401-6001	01/10/2019	13.25	01/11/2019
5312	AT & T- VILLAGE	12/22/2018	414 351-8900 758 7	12/31/2018	23.94	01/15/2019
Total 10-52100-222 TELEPHONE UTILITIES:					585.90	
10-52100-232 VEHICLE MAINTENANCE						
172	Gordie Boucher Ford	35492	REPAIR	01/17/2019	223.48	01/18/2019
503	VILLAGE HARDWARE - DPS	182200	CAR WASH	01/17/2019	12.58	01/18/2019
503	VILLAGE HARDWARE - DPS	182256	CLEANER	01/17/2019	5.39	01/18/2019
1094	LAKOTA CONTRACTING INC.	2965	SIREN/SWITCH	12/31/2018	686.71	01/23/2019
102081	GOODYEAR AUTO SERVICE CE	323265	OIL CHANGE	01/10/2019	23.85	01/11/2019
Total 10-52100-232 VEHICLE MAINTENANCE:					952.01	
10-52100-233 EQUIPMENT MAINTENANCE						
86	BROWN DEER, VILLAGE OF	19-648	RANGE FEES	01/24/2019	500.00	01/25/2019
266	AXON ENTERPRISES	SI-1566937	BATTERY PACK	12/31/2018	320.00	01/07/2019

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297	MAJESTIC ENGRAVING CORP.	57659	PLATE	01/10/2019	25.00	01/11/2019
671	AIRGAS	9084191862	OXYGEN	01/17/2019	125.44	01/18/2019
1097	TEAM FIVE ARMORY LLC	10-338	AMMUNITION	01/24/2019	775.00	01/25/2019
1246	SECURE FIRE & SAFETY LLC	16039	ANNUAL POLICE	01/10/2019	72.20	01/11/2019
5839	LEXISNEXIS	12/31/2018	MONTHLY FEE	12/31/2018	30.50	01/10/2019
Total 10-52100-233 EQUIPMENT MAINTENANCE:					1,848.14	
10-52100-310 SUPPLIES/EXPENSES						
2142	FBINNA	2019	DUES	01/10/2019	105.00	01/11/2019
2161	MID-STATES ORG. CRIME INFO	93105-1429	ANNUAL DUES	12/31/2018	150.00	01/09/2019
2214	MCLEEA	20190121	DUES	01/24/2019	135.00	01/25/2019
4398	WCPA	1598	MEMBERSHIP	12/31/2018	130.00	01/10/2019
5033	OFFICE DEPOT -US COMMUNIT	243406732001	37360205 POLICE	12/31/2018	16.99	01/10/2019
5033	OFFICE DEPOT -US COMMUNIT	254025583001	37360205 POLICE	01/17/2019	30.52	01/18/2019
5033	OFFICE DEPOT -US COMMUNIT	258018910001	37360205 POLICE	01/24/2019	48.69	01/25/2019
Total 10-52100-310 SUPPLIES/EXPENSES:					616.20	
10-52100-322 TRAINING						
1163	FBINNA-WISCONSIN CHAPTER	wcpa2019	BREAKFAST MEETING	01/10/2019	18.50	01/11/2019
Total 10-52100-322 TRAINING:					18.50	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1346229	MORELLI	01/24/2019	45.97	01/25/2019
473	STREICHER'S	1346887	DUBNICKA	01/10/2019	37.99	01/11/2019
473	STREICHER'S	1346889	MORELLI	01/10/2019	14.97	01/11/2019
473	STREICHER'S	1346896	STRIPE	01/10/2019	12.00	01/11/2019
473	STREICHER'S	1347341	PAUL	01/10/2019	29.99	01/11/2019
473	STREICHER'S	1347367	MORELLI	01/10/2019	18.00	01/11/2019
473	STREICHER'S	1349226	HUBER	01/24/2019	42.99	01/25/2019
5747	PROFESSIONAL ID CARDS, INC	13189	ID CARD	01/17/2019	18.50	01/18/2019
Total 10-52100-330 CLOTHING ALLOWANCE:					220.41	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2511688	10586-10586 POLICE DEPARTM	01/10/2019	104.62	01/11/2019
393	PACKERLAND RENT-A-MAT INC.	2518063	10586-10586 POLICE DEPT	01/24/2019	104.04	01/25/2019
Total 10-52100-334 JANITORIAL SUPPLIES:					208.66	
10-52100-335 SCHOOL EXPENSES						
1047	MEDIC CE	2442839	LMRS	01/10/2019	1,171.00	01/11/2019
1698	GREAT WOLF LODGE	26255079	26255079-FREEDY	01/10/2019	182.00	01/11/2019
2122	HARTFORD POLICE DEPT	20190123	TRAINING	01/24/2019	30.00	01/25/2019
Total 10-52100-335 SCHOOL EXPENSES:					1,383.00	
10-52100-336 TELETYPE						
727	WI DEPT. OF JUSTICE	2019TIME	TIME ACCESS	01/17/2019	1,368.00	01/18/2019
Total 10-52100-336 TELETYPE:					1,368.00	
10-52200-224 NORTH SHORE FIRE DEPARTMENT						
54	NORTH SHORE FIRE DEPARTM	201907	1ST QTR OPERATING	01/17/2019	293,321.00	01/18/2019

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Total 10-52200-224 NORTH SHORE FIRE DEPARTMENT:					293,321.00	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	125954	GIS CORE SVCS	01/01/2019	7,990.00	01/25/2019
Total 10-53100-233 GIS MAINTENANCE:					7,990.00	
10-53100-310 SUPPLIES/EXPENSES						
5474	WE ENERGIES	2019 UTILITY CONF.	CONFERENCE	01/24/2019	50.00	01/25/2019
Total 10-53100-310 SUPPLIES/EXPENSES:					50.00	
10-53200-400 MATERIALS						
327	MENARD'S - MILWAUKEE	77408	MAILBOX MATERIALS	01/21/2019	26.99	01/25/2019
Total 10-53200-400 MATERIALS:					26.99	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	11/14-12/17/18	3449-647-735	12/31/2018	213.86	01/15/2019
536	WE-ENERGIES	12/3/18-01/07/16	7083-911-529	12/31/2018	21.89	01/17/2019
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					235.75	
10-53300-405 STREET MATERIALS						
101644	TAPCO	1625824	CONES	01/21/2019	167.20	01/25/2019
Total 10-53300-405 STREET MATERIALS:					167.20	
10-53310-400 MATERIALS						
4888	CARLIN SALES	356309-00	CALCIUMCHLORIDE MELTER	01/24/2019	738.72	01/25/2019
Total 10-53310-400 MATERIALS:					738.72	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	12/3/18-01/07/16	3217-867-834	12/31/2018	18.96	01/17/2019
536	WE-ENERGIES	12/3/18-01/07/16	9024-478-778	12/31/2018	18.96	01/17/2019
536	WE-ENERGIES	12/3/18-01/07/16	7018-222-713	12/31/2018	18.96	01/17/2019
536	WE-ENERGIES	12/3/18-01/07/16	6865-091-092	12/31/2018	18.96	01/17/2019
Total 10-53400-221 BUS STOP-ELECTRIC:					75.84	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000328-1996-3	MSW	12/31/2018	6,524.54	01/15/2019
1298	WASTE MANAGEMENT OF WI-M	0055389-2286-4	YARDWASTE	12/31/2018	220.91	01/15/2019
Total 10-53630-370 LANDFILL FEES:					6,745.45	
10-53700-300 MISCELLANEOUS EXPENSE						
1074	MATHESON TRI-GAS, INC	51403979	ARGON	12/31/2018	23.25	01/15/2019
2241	ITU ABSORB TECH, INC	7152796	SHOP	12/31/2018	11.32	01/10/2019
Total 10-53700-300 MISCELLANEOUS EXPENSE:					34.57	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	778144*	CORE CREDIT	12/31/2018	38.00-	01/10/2019
43	AUTO PARTS & SERVICE	779883	MISC	12/31/2018	4.48	01/10/2019
585	LFGGEORGE INC.	IC66294	LIGHT	12/31/2018	58.12	01/10/2019

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2470	HEAVY DUTY RADIATOR REPAI	27561	HEATER CORE	12/31/2018	159.78	01/10/2019
102169	TRUCK COUNTRY OF WISCON	X203638036:01	CAP	12/31/2018	13.98	01/10/2019
Total 10-53700-341 REPAIR PARTS:					198.36	
10-53700-342 TIRES						
413	POMP'S TIRE SERVICE, INC.	60166988	TIRES	12/31/2018	775.12	01/10/2019
413	POMP'S TIRE SERVICE, INC.	70076730	TIRES	12/31/2018	452.00	01/10/2019
Total 10-53700-342 TIRES:					1,227.12	
10-53700-343 FUEL						
1337	HERBST OIL, INC	70127	FUEL	12/31/2018	815.18	01/10/2019
1337	HERBST OIL, INC	70200	FUEL	12/31/2018	1,054.50	01/10/2019
Total 10-53700-343 FUEL:					1,869.68	
10-53700-344 OIL						
1099	HYDROTEX	380386	ACCULUBE	12/31/2018	258.60	01/10/2019
1099	HYDROTEX	381059	ACCULUBE	12/31/2018	258.60	01/10/2019
1636	PLYMOUTH LUBRICANTS	6169582	LUBRICANT	12/31/2018	683.63	01/10/2019
Total 10-53700-344 OIL:					1,200.83	
10-53700-346 MISC DPW SHOP TOOLS						
43	AUTO PARTS & SERVICE	779330*	MISC	12/31/2018	132.99	01/10/2019
Total 10-53700-346 MISC DPW SHOP TOOLS:					132.99	
10-53800-222 TELEPHONE UTILITIES						
1336	EARTHLINK BUSINESS	01/01/2019	7345438	01/10/2019	147.48	01/11/2019
5312	AT & T- VILLAGE	12/22/2018	414 351-8900 758 7	12/31/2018	33.52	01/15/2019
Total 10-53800-222 TELEPHONE UTILITIES:					181.00	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9821398558	787000169-00001	12/31/2018	137.17	01/17/2019
Total 10-53800-224 CELL PHONES:					137.17	
10-53800-300 MISCELLANEOUS EXPENSE						
2241	ITU ABSORB TECH, INC	7152798	DPW	12/31/2018	26.45	01/10/2019
Total 10-53800-300 MISCELLANEOUS EXPENSE:					26.45	
10-53800-333 SAFETY PROGRAM						
3240	FEHR GRAHAM ENGINEERING	85921	TECHNICAL SERVICES	12/31/2018	812.75	01/07/2019
3240	FEHR GRAHAM ENGINEERING	86402	ANNUAL SAFETY	12/31/2018	773.76	01/23/2019
Total 10-53800-333 SAFETY PROGRAM:					1,586.51	
10-53900-324 DRUG TESTING						
5247	CONCENTRA MEDICAL CENTE	102890181	PHYSICAL	12/31/2018	145.50	01/07/2019
Total 10-53900-324 DRUG TESTING:					145.50	
10-54100-214 HUMANE SOCIETY/MADACC						
619	MADACC	1810	1ST QTR OPERATING	01/17/2019	704.28	01/18/2019

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Total 10-54100-214 HUMANE SOCIETY/MADACC:					704.28	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	LX Jan 2019	JANUARY	01/21/2019	500.00	01/25/2019
1658	R & R INSURANCE SERVICES, I	1955524	WAIVE OF SUB MILW CTY	12/31/2018	45.00	01/10/2019
Total 10-55400-430 LX CLUB MATERIALS:					545.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	12/3/18-01/07/16	5214-367-035	12/31/2018	600.94	01/17/2019
Total 10-55440-220 GAS UTILITIES:					600.94	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	12/3/18-01/07/16	5630-222-240	12/31/2018	180.89	01/17/2019
Total 10-55440-221 ELECTRIC UTILITIES:					180.89	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	48984	FORESTRY REQUESTS	12/31/2018	3,055.00	01/09/2019
Total 10-56100-125 FORESTRY CONSULTANT:					3,055.00	
10-56100-465 TREE MAINTENANCE						
4591	VERMEER-WISCONSIN, INC.	20215169	PRUNER	12/31/2018	167.96	01/09/2019
4888	CARLIN SALES	356309-00	PRUNER	01/24/2019	67.34	01/25/2019
Total 10-56100-465 TREE MAINTENANCE:					235.30	
10-59000-500 CONTINGENCY FUND						
4542	SEH, INC.	361745	MEMORYCARE	12/31/2018	1,724.25	01/29/2019
Total 10-59000-500 CONTINGENCY FUND:					1,724.25	
20-13100 ACCOUNTS RECEIVABLE - SUNDRY						
1269	FRIENDS OF THE NORTH SHO	12/31/18	SQUARE PAYMENTS	12/31/2018	27.21	01/10/2019
Total 20-13100 ACCOUNTS RECEIVABLE - SUNDRY:					27.21	
20-61000-221 ELECTRIC UTILITIES						
537	WE-ENERGIES LIB	12/4-01/08/19	UTILITY-ELECTRIC	01/16/2019	3,222.87	01/18/2019
Total 20-61000-221 ELECTRIC UTILITIES:					3,222.87	
20-61000-222 TELEPHONE UTILITIES						
2973	TIME WARNER CABLE	0489801901010119	UTILITIES- TELEPHONE 048980	12/31/2018	181.92	01/17/2019
Total 20-61000-222 TELEPHONE UTILITIES:					181.92	
20-61000-223 WATER/SEWER UTILITIES						
207	GLENDALE WATER UTILITY	10/1-12/31/18	UTILITY-WATER	12/31/2018	401.97	01/09/2019
5543	PREMIUM WATERS, INC.	011767-12-18	UTILITY- WATER	12/31/2018	68.40	01/17/2019
Total 20-61000-223 WATER/SEWER UTILITIES:					470.37	
20-61000-230 MAINTENANCE						
133	KERN'S CARPETS	12/31/2018	MAINTENANCE	12/31/2018	2,775.00	01/17/2019

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139	CLEAN SOURCE LLC	123118-NSL	MAINTENANCE	12/31/2018	2,434.00	01/10/2019
393	PACKERLAND RENT-A-MAT INC.	2507584	MAINTENANCE-NORTHSHORE	12/31/2018	60.64	01/09/2019
2347	NORTHSHORE BANK	12/31/2018	MAINTENANCE	12/31/2018	156.38	01/17/2019
Total 20-61000-230 MAINTENANCE:					5,426.02	
20-61000-233 EQUIPMENT MAINTENANCE						
2642	ENVISIONWARE, INC.	39319	EQUIPMENT MAINTENANCE	01/16/2019	975.50	01/18/2019
5778	OFFICE COPYING EQUIPMENT	AR73731	EQUIPMENT MAINTENANCE	12/31/2018	238.43	01/10/2019
5786	GREAT AMERICAN LEASING CO	24015640	COPY MACHINE	01/16/2019	328.00	01/18/2019
102097	PROFESSIONAL COMMUNICATI	01/16/2019	LIBRARY MAINTENANCE AGRE	01/16/2019	680.00	01/18/2019
Total 20-61000-233 EQUIPMENT MAINTENANCE:					2,221.93	
20-61000-310 SUPPLIES/EXPENSES						
826	MILWAUKEE CTY. FED. LIBRAR	01/16/2019	MCFLS SUPPLIES	01/16/2019	339.65	01/18/2019
2347	NORTHSHORE BANK	01/16/2019	SUPPLIES	01/16/2019	229.96	01/18/2019
2347	NORTHSHORE BANK	12/31/2018	SUPPLIES	12/31/2018	971.30	01/17/2019
Total 20-61000-310 SUPPLIES/EXPENSES:					1,540.91	
20-61000-311 POSTAGE						
826	MILWAUKEE CTY. FED. LIBRAR	01/16/2019	POSTAGE	01/16/2019	71.44	01/18/2019
Total 20-61000-311 POSTAGE:					71.44	
20-61000-321 DUES						
2347	NORTHSHORE BANK	01/16/2019	DUES	01/16/2019	150.00	01/18/2019
Total 20-61000-321 DUES:					150.00	
20-61000-322 TRAINING						
2347	NORTHSHORE BANK	01/16/2019	TRAINING	01/16/2019	49.00	01/18/2019
Total 20-61000-322 TRAINING:					49.00	
20-61000-800 CAPITAL OUTLAY						
1960	STAPLES ADVANTAGE	3399947508	CAPITAL	12/31/2018	699.98	01/17/2019
2347	NORTHSHORE BANK	12/31/2018	CAPITAL	12/31/2018	68.51	01/17/2019
Total 20-61000-800 CAPITAL OUTLAY:					768.49	
20-61000-811 REFERENCE SERIALS						
1088	USA TODAY	01/16/2019	REFERENCE ADULT	01/16/2019	257.11	01/18/2019
2347	NORTHSHORE BANK	12/31/2018	REFERENCE	12/31/2018	64.99	01/17/2019
2426	MILWAUKEE JOURNAL SENTIN	MJ0036939	MJ0022367 2018-2019	01/16/2019	690.57	01/18/2019
Total 20-61000-811 REFERENCE SERIALS:					1,012.67	
20-61000-812 ADULT BOOKS						
55	BAKER & TAYLOR BOOKS VEN	01/16/2019	ADULT BOOKS	01/16/2019	1,714.07	01/18/2019
55	BAKER & TAYLOR BOOKS VEN	12/31/18*	ADULT BOOKS	12/31/2018	190.35	01/09/2019
2347	NORTHSHORE BANK	01/16/2019	ADULT BOOKS	01/16/2019	15.02	01/18/2019
Total 20-61000-812 ADULT BOOKS:					1,919.44	
20-61000-813 JUVENILE BOOKS						
55	BAKER & TAYLOR BOOKS VEN	12/31/18*	JUVENILE BOOKS	12/31/2018	45.00	01/09/2019

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Total 20-61000-813 JUVENILE BOOKS:					45.00	
20-61000-815 MEDIA						
55	BAKER & TAYLOR BOOKS VEN	01/16/2019	MEDIA	01/16/2019	69.85	01/18/2019
55	BAKER & TAYLOR BOOKS VEN	12/31/2018*	MEDIA-JUV	12/31/2018	149.77	01/10/2019
645	BAKER & TAYLOR ENTERTAINM	01/16/2019	MEDIA	01/16/2019	168.32	01/18/2019
2347	NORTHSHORE BANK	01/16/2019	MEDIA	01/16/2019	19.95	01/18/2019
Total 20-61000-815 MEDIA:					407.89	
21-71000-400 MATERIALS						
141	DIGGERS HOTLINE	181 2 57801	DIGGERS	12/31/2018	27.38	01/29/2019
327	MENARD'S - MILWAUKEE	77408	TOOLS	01/21/2019	72.33	01/25/2019
101644	TAPCO	1625824	CONES	01/21/2019	167.20	01/25/2019
Total 21-71000-400 MATERIALS:					266.91	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	12/3/18-01/07/16	2417--882-521	12/31/2018	13.80	01/17/2019
Total 21-72000-220 GAS UTILITIES:					13.80	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	12/3/18-01/07/16	1670-928-034	12/31/2018	37.04	01/17/2019
536	WE-ENERGIES	12/3/18-01/07/16	2417--882-521	12/31/2018	187.54	01/17/2019
Total 21-72000-221 ELECTRIC UTILITIES:					224.58	
21-73000-400 MATERIALS						
2136	VERIZON WIRELESS	9821398558	787000169-00001	12/31/2018	17.50	01/17/2019
Total 21-73000-400 MATERIALS:					17.50	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6303373-2275-8	MONTHLY	12/31/2018	20,485.80	01/15/2019
Total 22-53650-210 CONTRACT SERVICES:					20,485.80	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	12/3/18-01/07/16	8294-368-584	12/31/2018	29.75	01/17/2019
Total 23-55420-220 GAS UTILITIES:					29.75	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	12/3/18-01/07/16	8294-368-584	12/31/2018	47.72	01/17/2019
Total 23-55420-221 ELECTRIC UTILITIES:					47.72	
23-55420-222 TELEPHONE UTILITIES						
1345	AT & T U-VERSE	01/01/2019	111299163-POOL	01/17/2019	55.20	01/18/2019
Total 23-55420-222 TELEPHONE UTILITIES:					55.20	
23-91300-821 POOL FACILITY ASSESSMENT						
1330	AYRES ASSOCIATES, INC	178607	AQUATIC CENTER	12/31/2018	3,543.30	01/17/2019

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Total 23-91300-821 POOL FACILITY ASSESSMENT:					3,543.30	
24-21545 STREET & SIDEWALK DEPT						
1572	ROZGA PLUMBING & HEATING	43413	DEPOSIT REFUND	12/31/2018	1,500.00	01/09/2019
Total 24-21545 STREET & SIDEWALK DEPT:					1,500.00	
24-52400-210 CONTRACT SERVICES						
2256	SAFE BUILT	0052772-IN	DEC INSPECTIONS	12/31/2018	756.00	01/09/2019
2256	SAFE BUILT	0054808-IN	DEC INSPECTIONS	12/31/2018	1,008.00	01/29/2019
Total 24-52400-210 CONTRACT SERVICES:					1,764.00	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9821398558	787000169-00001	12/31/2018	60.00	01/17/2019
Total 24-52400-224 CELL PHONES:					60.00	
24-52400-322 TRAINING						
1089	PLUMBING INSPECTOR'S ASSO	02/15/19 EDUCATI	CONT. EDUCATION	01/24/2019	50.00	01/25/2019
1089	PLUMBING INSPECTOR'S ASSO	2019 DUES	DUES	01/24/2019	40.00	01/25/2019
1671	SWWBIA	03/18/19 UPDATE	CONFERENCE FEES	01/24/2019	95.00	01/25/2019
2058	EIA SEW	02/27/2019	CODE UPDATE	01/23/2019	95.00	01/25/2019
2058	EIA SEW	2019 DUES	DUES	01/23/2019	15.00	01/25/2019
2219	ECWPIA	1	CODE UPDATES	01/23/2019	90.00	01/25/2019
2323	BIASEW	02/12/19CONF	TRAINING	01/23/2019	100.00	01/25/2019
2323	BIASEW	03/06-03/07/19	CODE UPDATE	01/23/2019	205.00	01/25/2019
2323	BIASEW	2019 DUES	DUES	01/24/2019	50.00	01/25/2019
Total 24-52400-322 TRAINING:					740.00	
25-53410-400 MATERIALS						
141	DIGGERS HOTLINE	181 2 57801	DIGGERS	12/31/2018	27.38	01/29/2019
Total 25-53410-400 MATERIALS:					27.38	
25-53420-400 MATERIALS						
474	CORE & MAIN LP	K008133	END CAP	01/24/2019	527.25	01/25/2019
101644	TAPCO	1625824	CONES	01/21/2019	167.20	01/25/2019
Total 25-53420-400 MATERIALS:					694.45	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9821398558	787000169-00001	12/31/2018	20.00	01/17/2019
Total 25-53800-210 CONTRACT SERVICES:					20.00	
25-91500-800 WPDES COMPLIANCE PROGRAM						
39	RUEKERT MIELKE, INC.	126034	MS4 PERMIT ACTIVITIES	12/31/2018	282.00	01/23/2019
275	LEAGUE OF WI MUNICIPALITIE	2019 Membership	DUES STORM WATER	01/22/2019	200.00	01/25/2019
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					482.00	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
256	KAPUR & ASSOCIATES, INC.	95986	STORM SEWER	12/31/2018	2,310.00	01/09/2019

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Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					2,310.00	
40-91200-830 DISPATCH - CAPITAL						
61	BAYSIDE, VILLAGE OF	3479	CAPITAL DISPATCH	01/17/2019	19,744.45	01/18/2019
Total 40-91200-830 DISPATCH - CAPITAL:					19,744.45	
40-91600-830 SIGN REPLACEMENT						
101644	TAPCO	1625824	SIGN	01/21/2019	332.50	01/25/2019
Total 40-91600-830 SIGN REPLACEMENT:					332.50	
40-91600-833 TREE REPLACEMENT						
5933	WACHTEL TREE SCIENCE & SE	48983	EAB	12/31/2018	2,015.00	01/09/2019
Total 40-91600-833 TREE REPLACEMENT:					2,015.00	
40-91700-801 NSFD CAPITAL EXPENSE						
54	NORTH SHORE FIRE DEPARTM	201907	1ST QTR CAPITAL	01/17/2019	3,757.00	01/18/2019
Total 40-91700-801 NSFD CAPITAL EXPENSE:					3,757.00	
40-91700-802 NSFD EXPENSE 2010 AND BEYOND						
54	NORTH SHORE FIRE DEPARTM	201907	1ST QTR DEBT	01/17/2019	12,351.00	01/18/2019
Total 40-91700-802 NSFD EXPENSE 2010 AND BEYOND:					12,351.00	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	33	MONTHLY	01/01/2019	17,787.41	01/11/2019
Total 50-81000-601 SOURCE OF WATER SUPPLY:					17,787.41	
50-81000-651 MAINTENANCE OF MAINS						
141	DIGGERS HOTLINE	181 2 57801	DIGGERS	12/31/2018	27.39	01/29/2019
458	SHERWIN INDUSTRIES, INC.	SC041795	COLD PATCH	12/31/2018	913.77	01/09/2019
502	VILLAGE HARDWARE - VH	181528/1	WATER DEPT	12/31/2018	12.59	01/07/2019
671	AIRGAS	9083873812	VEST	12/31/2018	173.87	01/10/2019
2241	ITU ABSORB TECH, INC	7148531	WATER	12/31/2018	43.13	01/07/2019
2241	ITU ABSORB TECH, INC	7152797	WATER DEPT	12/31/2018	8.21	01/29/2019
2241	ITU ABSORB TECH, INC	7157706	WATER DEPT	01/03/2019	8.21	01/25/2019
2241	ITU ABSORB TECH, INC	7162281	WATER DEPT	01/17/2019	8.21	01/18/2019
2241	ITU ABSORB TECH, INC	7166978	WATER DEPT	01/17/2019	43.13	01/25/2019
5293	LANNON STONE PRODUCTS	1203362	STONE	01/18/2019	1,925.71	01/25/2019
Total 50-81000-651 MAINTENANCE OF MAINS:					3,164.22	
50-81000-653 MAINTENANCE OF METERS						
60	L-R METER TESTING & REPAIR	4394	TEST/REPAIR	12/31/2018	836.75	01/29/2019
3206	BRILLIANT DPI, INC	34267	CALL CARDS	12/31/2018	58.95	01/15/2019
3252	MIDWEST METER INC.	0107245-IN	CUFF	12/31/2018	95.00	01/09/2019
Total 50-81000-653 MAINTENANCE OF METERS:					990.70	
50-81000-800 CAPITAL OUTLAY						
3252	MIDWEST METER INC.	0107246-IN	ORION	12/31/2018	2,018.25	01/09/2019
3252	MIDWEST METER INC.	0107862	ORION	01/15/2019	42,370.00	01/25/2019

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 50-81000-800 CAPITAL OUTLAY:					44,388.25	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
2136	VERIZON WIRELESS	9821398558	787000169-00001	12/31/2018	17.50	01/17/2019
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					17.50	
50-81000-923 OUTSIDE SERVICES EMPLOYED						
2839	CITY WATER LLC	569	MONTHLY	12/31/2018	8,000.00	01/17/2019
Total 50-81000-923 OUTSIDE SERVICES EMPLOYED:					8,000.00	
70-12100 TAXES RECEIVABLES						
13	BOYNTON, LAWRENCE A OR	14508-12/27/2018	OVERPAYMENT OF TAXES	12/31/2018	36.38	01/07/2019
73	STRUNK, CHARLES OR KRISTE	14556-12/27/18	OVERPAYMENT OF TAXES	12/31/2018	41.49	01/07/2019
73	STRUNK, CHARLES OR KRISTE	14557-12/27/18	OVERPAYMENT OF TAXES	12/31/2018	11.31	01/07/2019
189	LILLY, DIANE	15645	OVERPAYMENT OF TAXES	01/17/2019	39.56	01/25/2019
205	HAYES, EILEEN	14617-12/27/18	OVERPAYMENT OF TAXES	12/31/2018	41.15	01/07/2019
235	JOHNSON, BRUCE M AND	14722-12/28/18	OVERPAYMENT OF TAXES	12/31/2018	43.21	01/09/2019
238	MALSCH, BENJAMIN OR THOM	14591-12/27/18	OVERPAYMENT OF TAXES	12/31/2018	39.37	01/07/2019
385	BADRAN, LISA	15268-12/31/18	OVERPAYMENT TAXES	12/31/2018	189.81	01/07/2019
394	KRUEGER, CHRISTINE	15515	OVERPAYMENT TAXES	01/10/2019	41.00	01/18/2019
442	FOSTER, KATHERINE	15493	OVERPAYMENT TAXES	01/09/2019	42.92	01/11/2019
600	THEISEN, TRACY	15122-12/31/18	OVERPAYMENT TAXES	12/31/2018	46.57	01/07/2019
602	OREL, MIKHAIL OR MARINA	15382	OVERPAYMENT TAXES	01/03/2019	2,811.53	01/11/2019
648	KEMPPAINEN, KARI S.	14600-12/27/18	OVERPAYMENT OF TAXES	12/31/2018	40.49	01/07/2019
1048	LANGHOFF, WILLIAM OR CYNT	14581-12/27/18	OVERPAYMENT TAXES	12/31/2018	232.88	01/09/2019
1049	VITUCCI, JAMES A	14528-12/27/2018	OVERPAYMENT TAXES	12/31/2018	137.34	01/09/2019
1050	GRASSL, DAVID OR REBECCA	14515-12/27/18	OVERPAYMENT TAXES	12/31/2018	43.32	01/09/2019
1051	NELSON, PHILIP A	14702-12/28/18	OVERPAYMENT TAXES	12/31/2018	38.82	01/09/2019
1052	PYKETT, TIM OR SHEILA	14701-12/28/18	OVERPAYMENT TAXES	12/31/2018	45.61	01/09/2019
1053	ALBERTY, KAREN D	14791-12/28/18	OVERPAYMENT TAXES	12/31/2018	42.19	01/09/2019
1054	KOTECKI, ROBERT OR JULIE	14803-12/28/18	OVERPAYMENT TAXES	12/31/2018	41.17	01/09/2019
1055	DAUM, BRITTNEY	14741-	OVERPAYMENT TAXES	12/31/2018	189.12	01/09/2019
1056	MATTKKE, NATHANAEL	14662	OVERPAYMENT TAXES	12/31/2018	2,198.75	01/09/2019
1057	PAGEL, GERALD R	14848-12/28/18	OVERPAYMENT TAXES	12/31/2018	191.05	01/10/2019
1060	PLIEGO KLABACKA, BOBBI L	14928-12/29/18	OVERPAYMENT TAXES	12/31/2018	391.90	01/09/2019
1061	SWIER, ERICA	15272-12/31/18	OVERPAYMENT TAXES	12/31/2018	341.97	01/09/2019
1062	WOLFE, MORRIS OR ANTOINET	15144-12/31/18	OVERPAYMENT TAXES	12/31/2018	.08	01/09/2019
1063	BODIS, MILAN PAUL	15143-12/31/18	OVERPAYMENT TAXES	12/31/2018	41.33	01/09/2019
1064	HANZEL, CAROLYN E	15115-12/31/18	OVERPAYMENT TAXES	12/31/2018	42.55	01/09/2019
1065	WOGGON, JAMES	14954-12/31/18	OVERPAYMENT TAXES	12/31/2018	1,341.24	01/09/2019
1066	WERNER, ROBERT OR JULIE	15349	OVERPAYMENT TAXES	01/02/2019	41.72	01/11/2019
1067	SLUZINSKI, MARK OR MICHELL	15407	OVERPAYMENT TAXES	01/04/2019	46.43	01/11/2019
1075	PROWN, KATHERINE	15380	OVERPAYMENT TAXES	01/03/2019	42.06	01/11/2019
1076	BURNETT, JAMES OR JILL	15375	OVERPAYMENT TAXES	01/03/2019	42.61	01/11/2019
1077	DAYKIN, ANDREW J	15441	OVERPAYMENT TAXES	01/07/2019	183.44	01/11/2019
1078	BAZELON, MATTHEW OR MAUR	15439	OVERPAYMENT TAXES	01/07/2019	29.98	01/11/2019
1079	KIMMEL, ALAN OR BETSY	15490	OVERPAYMENT TAXES	01/08/2019	18.14	01/11/2019
1082	ZIZZO, ANNE M	15548	OVERPAYMENT TAXES	01/14/2019	44.51	01/18/2019
1096	EHRHARDT, REBECCA	15637	OVERPAYMENT TAXES	01/17/2019	44.92	01/25/2019
1392	GALLINGER, GRANT	14601-12/27/18	OVERPAYMENT TAXES	12/31/2018	133.58	01/07/2019
1475	DREWIANKA, SCOTT D	15354	OVERPAYMENT OF TAXES	01/02/2019	39.02	01/11/2019
1487	OLLENBURG, WILLIAM OR BAR	14623-12/27/18	OVERPAYMENT OF TAXES	12/31/2018	42.87	01/07/2019
1645	WITKOV, ADAM OR LAURA	15638	OVERPAYMENT	01/17/2019	38.35	01/25/2019
1824	DAVIDSON, ERIC OR ANGELA	14955-12/31/18	OVERPAYMENT TAXES	12/31/2018	40.79	01/07/2019
1862	KIRCHNER, ADAM D	14689-12/28/18	OVERPAYMENT TAXES	12/31/2018	41.08	01/07/2019

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1920	ALBERT, DAVID I	15389	OVERPAYMENT TAXES	01/04/2019	47.43	01/11/2019
1922	MUZQUIZ, FELIPE	15358-1/2/19 2018	OVERPAYMENT TAXES	12/31/2018	36.43	01/15/2019
1943	KRAHN, JAMES W OR	15288	OVERPAYMENT TAXES	01/02/2019	39.37	01/11/2019
1945	CARLSON, TYLER OR KRISTIN	15229-12/31/18	OVERPAYMENT OF TAXES	12/31/2018	42.22	01/07/2019
1975	VERBETEN, NICHOLAS G	14662	OVERPAYMENT TAXES	12/31/2018	40.38	01/07/2019
2063	GIBSON, LUCAS OR AMANDA	14613-12/27/18	OVERPAYMENT	12/31/2018	38.83	01/07/2019
2204	ATARI, HUSEIN	15362	OVERPAYMENT TAXES	01/03/2019	42.20	01/11/2019
2222	HOY, KEVIN OR MARGARET	14521-12/27/18	OVERPAYMENT TAXES	12/31/2018	42.07	01/07/2019
2273	ORMAN, DAVID M AND DEBORA	14570-12/27/2018	OVERPAYMENT OF TAXES	12/31/2018	279.32	01/07/2019
2274	SCHEUER, ADAM D AND JILL W	14519-12/27/18	OVERPAYMENT OF TAXES	12/31/2018	41.45	01/07/2019
2275	MEYER, RICHARD H AND	15347	OVERPAYMENT TAXES	12/31/2018	251.66	01/09/2019
2289	KUEHN, KELLY J	14991-12/31/18	OVERPAYMENT OF TAXES	12/31/2018	42.38	01/07/2019
2425	GENTHE, SHEILA A	15305	OVERPAYMENT TAXES	12/31/2018	1,504.40	01/09/2019
2432	WECKWORTH, BRADLEY OR H	14788-12/28/18	OVERPAYMENT TAXES	12/31/2018	270.00	01/07/2019
2683	FAKTOR, DINA	14801-12/28/18	OVERPAYMENT TAXES	12/31/2018	6.07	01/07/2019
2956	JAECKEL, KIRK	15532	OVERPAYMENT TAXES	01/17/2019	40.60	01/18/2019
5196	NAMDARI, BAHRAM	15146-12/31/18	OVERPAYMENT	12/31/2018	112.21	01/07/2019
5242	MERK, DAVID J AND JANET A	147279-12/28/18	OVERPAYMENT OF TAXES	12/31/2018	43.32	01/07/2019
5278	KALINGER, KEITH	15285	OVERPAYMENT TAXES	01/02/2019	670.13	01/11/2019
5536	NOLL JR., THEODORE A	14732-12/28/18	OVERPAYMENT TAXES	12/31/2018	39.61	01/07/2019
5559	TUTAJ, ADAM J AND	14724-12/28/18	OVERPAYMENT OF TAXES	12/31/2018	39.38	01/07/2019
Total 70-12100 TAXES RECEIVABLES:					13,243.07	
72-27015 LIBRARY LOST BOOKS						
55	BAKER & TAYLOR BOOKS VEN	01/16/2019	LOST LIBRARY BOOK	01/16/2019	125.82	01/18/2019
677	MILWAUKEE PUBLIC LIBRARY	12/31/2018	REPLACEMENTS	12/31/2018	100.39	01/10/2019
2347	NORTHSHORE BANK	12/31/2018	REPLACEMENTS	12/31/2018	7.99	01/17/2019
Total 72-27015 LIBRARY LOST BOOKS:					234.20	
72-27030 FRIENDS OF THE NSL - DONATION						
55	BAKER & TAYLOR BOOKS VEN	01/16/2019	ADULT SERVICES	01/16/2019	173.23	01/18/2019
55	BAKER & TAYLOR BOOKS VEN	12/31/18*	ADULT SERVICES	12/31/2018	246.05	01/09/2019
55	BAKER & TAYLOR BOOKS VEN	12/31/2018*	ADULT SERVICES	12/31/2018	98.80	01/10/2019
645	BAKER & TAYLOR ENTERTAINM	01/16/2019	REF/TECH	01/16/2019	4.89	01/18/2019
2347	NORTHSHORE BANK	12/31/2018	ADULT SERVICES	12/31/2018	417.04	01/17/2019
Total 72-27030 FRIENDS OF THE NSL - DONATION:					940.01	
Grand Totals:					710,577.81	

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Date Approved: _____

Village Manager: _____

Village Board: _____

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. ____

**AN ORDINANCE TO CREATE SECTION 292-5.5 OF THE VILLAGE OF
FOX POINT VILLAGE CODE CONCERNING OBSTRUCTIONS AND
ENCROACHMENTS IN VILLAGE RIGHTS-OF-WAY**

WHEREAS, the Village Board of the Village of Fox Point has received a recommendation that the Village create Section 292-5.5 of the Village Code to more comprehensively regulate the placement of facilities in the rights-of-way and obstructions and excavations taking place therein, and:

WHEREAS, the Village Board of the Village of Fox Point deems it necessary to place reasonable restrictions on the public right of way.

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

SECTION 1: Chapter 292 of the Village of Fox Point Village Code entitled, “Street, Sidewalks and Rights-of-Way,” Section 292-5.5 entitled, “Obstructions and Encroachments,” is hereby created and placed in the Village Code immediately after Section 292-5, as follows:

292-5.5 Obstructions and encroachments.

- (1) Purpose and Findings. In the exercise of governmental functions the Village has priority over all other uses of the public rights-of-way. The Village desires to anticipate and minimize the number of obstructions and excavations taking place therein and to regulate the placement of facilities in the rights-of-way to ensure that the rights-of-way remain available for public services and safe for public use. The taxpayers of the Village bear the financial burden for the upkeep of the rights-of-way and a primary cause for the early and excessive deterioration of its rights-of-way is the frequent excavation by Persons who locate facilities therein.

The Village finds with increased use of the public rights-of-way there are increased costs to the taxpayers of the Village and that these costs are likely to continue into the foreseeable future.

The Village finds occupancy and excavation of its rights-of-way causes costs to be borne by the Village and its taxpayers, including but not limited to:

- (a) Administrative costs associated with public right-of-way projects, such as registration, permitting, inspection and supervision, supplies and materials.
- (b) Management costs associated with ongoing management activities necessitated by public right-of-way users.

- (c) Repair or restoration costs to the roadway associated with the actual excavation into the public right-of-way.
 - (d) Degradation costs defined as depreciation caused to the roadway in terms of decreased useful life, due to excavations into the public rights-of-way.
 - (e) In response to the foregoing facts, the Village hereby enacts this ordinance relating to administration of and permits to excavate, obstruct and/or occupy the public rights-of-way which results in above grade use of the right-of-way. This ordinance imposes reasonable regulations on the maintenance of obstructions above grade currently within its rights-of-way or to be placed therein at some future time. It is intended to complement the regulatory roles of state and federal agencies.
 - (f) The purpose of this ordinance is to provide the Village a legal framework within which to regulate and manage the public rights-of-way, and to provide for recovery of the costs incurred in doing so. This ordinance provides for the health, safety and welfare of the residents of the Village as they use the right-of-way of the Village, as well as to ensure the structural integrity of the public rights-of-way.
- (2) Prohibited. No person shall encroach upon or obstruct or encumber any street, alley, sidewalk, public grounds or land dedicated to public use, or any part thereof, or permit such encroachment or encumbrance to be placed or remain on any public way adjoining the premises of which he is the owner or occupant, except as provided in Subsection (3) and (4).
- (3) Exceptions. The prohibition of Subsection (2) shall not apply to the following:
- (a) Signs and clocks attached to buildings which project not more than six feet from the face of such building and which do not extend at any point lower than 10 feet above the sidewalk, street or alley.
 - (b) Awnings which do not extend at any point lower than seven feet above the sidewalk, street or alley.
 - (c) Official signage, official traffic control devices, and utilities owned or leased by the Village.
 - (d) Goods, wares, merchandise or fixtures being loaded or unloaded which do not extend more than three feet on a sidewalk, provided that such goods, wares, etc., do not remain thereon for more than three hours.
 - (e) Obstructions or encroachments lawfully existing prior to [INSERT ORDINANCE EFFECTIVE DATE].
 - (f) Temporary encroachments or obstructions authorized by permit granted pursuant to § 66.0425, Wis. Stats.

- (4) Permit Required. Any above grade use or installation, encroachment or obstruction of the right-of-way requires a right-of-way permit from the Village prior to such installation, use, encroachment or obstruction being established.

(a) Application requirements.

1. An above grade right-of-way permit application shall be filed with the Village Engineer.
2. The applicant shall pay the above grade right-of-way permit fee. The above grade right-of-way permit fee shall be in the amount as established by Resolution of the Village Board, and may be amended from time to time. Such fee shall not exceed a reasonable approximation of actual costs incurred, shall be limited to objectively reasonable costs, and shall be uniform for similarly situated users of the right-of-way in similar situations. In addition a professional fee charge back agreement shall be signed to ensure compliance with Village Ordinance that professional fees incurred by the Village to review said applications are paid and the permit fee shall be established with this actual professional fee cost recovery in mind, to avoid excess cost recovery.
3. The applicant shall provide a detailed plan with structural engineering, scale drawings, visual rendering, and survey showing the exact location, size, appurtenances and or attachments of the equipment or structure to be placed in the right-of-way, along with the exact location of all streets, sidewalks, utilities, trees, and any other obstructions in the vicinity of the proposed installation, and the location of structures on abutting properties.
4. The applicant shall provide a detailed report describing potential hazards to the public from said equipment, structure, and impacts due to location on safety for the driving public, pedestrians, and owners and users of adjacent property for such things as, but not limited to: fall zone, fire, explosion, chemical, environmental impacts, and vehicle crash impacts. Said report shall indicate the risk of the safety hazard and the proposed design element to address said safety hazard. The Village Engineer may require the applicant's report to be provided by a structural engineer or other expert approved by the Village Engineer, if the Village Engineer deems it to be necessary to have such an expert opinion in light of the circumstances of the application, for the protection of public health and safety, in which case the applicant shall provide such an opinion at the applicant's cost.
5. The plan must show how the installation and maintenance of said above grade right-of-way use will not impact snow removal or landscape maintenance activities from the terrace, sidewalk or

street, or conflict with the operation or maintenance of vehicular travel and existing utilities above or below ground.

6. An alternative analysis shall be provided to show what options other than locating above grade in the right-of-way exists and the approximate costs of such alternatives.

(b) Application process.

1. The Village Engineer shall review said permit application and determine if all application materials have been submitted within 10 days of receipt of the initial application.

- a. If the application materials are not complete the Village shall provide written notice to the person on the application that said application is incomplete. The applicant shall have up to 30 days from the date of initial application to provide a complete application or the application shall be deemed insufficient and denied. The Village shall have 60 days to review and act on the permit from the date that the Village determines the application is complete and all fees paid.

2. Existing Uses. Village Staff shall determine whether to approve, deny, or conditionally grant above grade right-of-way permits for any new installation, use, encroachment, obstruction or excavation added to either a previously approved above grade use or one that was legally placed prior to [INSERT ORDINANCE EFFECTIVE DATE], unless the Village Manager concludes the new installation, use, encroachment, obstruction, or excavation may obstruct or incommode the public use in which case the application shall be subject to the procedures of subsection 3.

3. New Uses. All above grade right-of-way permit applications other than those described pursuant to subsection 2, shall be considered as follows.

- a. The Village Board shall hold a public hearing as soon as reasonably possible after application materials have been deemed complete by the Village Engineer and proper notification period for a class 1 notice and notice to all properties within 200 feet of the proposed installation.
 - b. The Village Board shall give consideration to the application, the testimony received at the public hearing, staff and expert reports, or other information as the Village Board determines appropriate. The Village Board shall consider public safety, alternative options, aesthetic considerations as described in Section (13), and the public

good when considering an above grade right-of-way permit. The Village Board may grant the permit, grant the permit with conditions, or deny the permit.

- (5) Right-of-Way Restoration. The work to be done under the permit, and the repair and restoration of the right-of-way as required herein, must be completed within the dates specified in the permit to the satisfaction of the Village Engineer or his or her designee. In addition to repairing its own work, the permittee must restore the general area of the work, and the surrounding areas, including the paving and its foundations, to the same condition that existed before the commencement of the work and must inspect the area of the work and use reasonable care to maintain the same condition for thirty-six (36) months thereafter.

The permittee shall perform repairs and restorations according to the standards and with the materials specified by the Village Engineer or his or her designee. The Village Engineer or his or her designee shall have the authority to prescribe the manner and extent of the restoration, and may do so in written procedures of general application or on a case-by-case basis. The Village Engineer or his or her designee in exercising this authority shall be guided by the following standards and considerations:

- (a) The number, size, depth and duration of the excavations, disruptions or damage to the right-of-way.
- (b) The traffic volume carried by the right-of-way.
- (c) The character of the neighborhood surrounding the right-of-way; the pre-excavation condition of the right-of-way.
- (d) The remaining life-expectancy of the right-of-way affected by the excavation.
- (e) Whether the relative cost of the method of restoration to the permittee is in reasonable balance with the prevention of an accelerated depreciation of the right-of-way that would otherwise result from the excavation, disturbance or damage to the right-of-way.
- (f) The likelihood that the particular method of restoration would be effective in slowing the depreciation of the right-of-way that would otherwise take place.

Methods of restoration may include, but are not limited to, patching, replacement of the right-of-way base, restoration of landscaping, and milling and overlay of the entire area of the right-of-way affected by the work. During this thirty-six (36) month period, it shall, upon notification from the Village Engineer or his or her designee, correct all restoration work to the extent necessary using the method required by the Village Engineer or his or her designee. Said work shall be completed within five (5) calendar days of the receipt of the notice from the Village

Engineer or his or her designee. If the permittee fails to restore the right-of-way in the manner and to the condition required by the Village Engineer or his or her designee, or fails to satisfactorily and timely complete all repairs required by the Village Engineer or his or her designee, the Village Engineer or his or her designee, at his or her option, may do such work. In that event, the permittee shall pay to the Village, within thirty (30) days of billing, the cost of restoring the right-of-way.

- (6) **Bond.** Prior to commencing the work, any permittee performing work within the right-of-way shall post a financial guarantee in an amount approved by the Village Engineer or his or her designee and in a form approved by the Village Attorney, provided that the limitations of Wisconsin Statutes Section 66.0425(2) shall apply as applicable. If, thirty-six (36) months after completion of the restoration of the right-of-way, the Village Engineer or his or her designee determines that the right-of-way has been properly restored, the surety on the performance bond shall be released.
- (7) **Indemnification Agreement.** Before any person, entity, or utility commences work pursuant to this section, such person, entity or utility shall file an agreement with the Village Clerk to hold the Village harmless, indemnify, and defend the Village from and against any and all injury and damage of any kind caused or occurring as a result of such work. The agreement shall be in a form approved by the Village Attorney, and shall have continuing effect during the course of such work and for all time that the obstruction or facilities or installation remain within the right-of-way, and thereafter until such obstruction is removed and the site is fully restored to the satisfaction of the Village Engineer or his or her designee.
- (8) **Reservation of Rights.** The Village retains all rights in Village right-of-way. The grant of a right-of-way permit per this section does not constitute a waiver of any Village rights and remedies regarding ongoing compliance obligations toward such installations. All persons, entities and utilities installing obstructions, encroachments or conducting excavation in Village right-of-way shall remove or relocate the obstruction, encroachment or excavation upon 10 day notice, except as otherwise provided by law.
- (9) **Compensation.** The Village may require payment of compensation, in an amount determined by the Village Board, for the grant of any permit pursuant to this section, provided that compensation for more than applicable fees and cost recovery shall not be required of utilities that have the right to use the right-of-way by Wisconsin Statutes Section 182.017(1r). The compensation required shall be fair and reasonable, competitively neutral and nondiscriminatory and designed to recover direct and actual costs in connection with the installation, such as the cost for staff to review the siting application, costs associated with the use of the right-of-way, costs associated with maintaining the right-of-way itself or structures within the right-of-way to which the facilities are attached, and these standards apply both to initial fees and any recurring fees.
- (10) **Waiver of Deadlines.** Timeline deadlines in this process may be waived by written mutual agreement of the applicant and the Village.

- (11) Appeals. Any person who wishes to dispute actions taken by the Village pursuant to this Section 8.05 may contact the Village Clerk and request to appear before the Village Board at an upcoming regular Village Board meeting and may, at that time, present the matter to the Village Board for resolution. Appeal from the decision of the Village Board shall be by writ of certiorari to the Milwaukee County Circuit Court.
- (12) Compliance with Laws. Approval of a permit pursuant to this section does not waive the requirement to comply with all other applicable laws and ordinances. All applicable federal, State, Milwaukee County, and Village of Fox Point codes, statutes, regulations, administrative rules, ordinances and other laws must be followed.
- (13) Aesthetic Requirements. All users of the Village right-of-way shall comply with the following aesthetic standards:
 - (a) In areas where facilities are currently nonexistent or underground, undergrounding is required.
 - (b) No new above ground structures, including co-locations on existing structures, shall be placed within 500 feet of an historic structure recognized as a Historic Landmark by the U.S. Department of the Interior, or the State of Wisconsin Historical Society. The 500-foot separation is waived for installations that are completely concealed from view, or are not visible from locations where the historic structure can be observed.
 - (c) Attachments to existing structures shall be designed to be flush with the existing structure as much as can reasonably be done, shall be a color that matches the existing structure and shall be the smallest size possible to reasonably accommodate the intended purpose. If the structure to which the attachment is made changes color due to repainting, resurfacing or other means, the attachment shall be modified to match the new color.
 - (d) Any party objecting to the requirements of this Subsection (13) shall have an opportunity to demonstrate that the requirement constitutes an effective prohibition in violation of State or Federal law, in an appeal made pursuant to Subsection (11).
- (14) Debris. Any debris arising from the permittee's use, whether arising from construction or at any time thereafter, must be promptly removed by the permittee. Debris remaining for more than five (5) business days constitutes a violation of this Ordinance subject to the violations and penalties provisions of Section 1-12 of this Code. Each day that the debris remains after such time constitutes a separate offense.

SECTION 2: SEVERABILITY. The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction

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

SECTION 3: EFFECTIVE DATE. This ordinance shall take effect upon posting and publication as provided by the law.

Adopted, passed, and approved by the Village Board of Trustees of the Village of Fox Point, Milwaukee County, Wisconsin, this ____ day of _____, 2019.

Douglas H. Frazer, Village President

Attest: _____
Kelly A. Meyer, Village Clerk

Published and/or posted this _____ day of _____, 2019

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. ____

**AN ORDINANCE TO REPEAL AND RE-CREATE SECTIONS 745-23 A.,
B., C. (INTRO), AND D. (INTRO) AND CREATE SECTION 745-23 C.(4)(e)
OF THE VILLAGE OF FOX POINT VILLAGE CODE CONCERNING
WIRELESS TELECOMMUNICATIONS MOBILE SERVICE
FACILITIES**

WHEREAS, the Village of Fox Point has been preempted by the State of Wisconsin concerning regulation of wireless telecommunications mobile service facilities as described in Wisconsin Statutes Section 66.0404; and:

WHEREAS, the Federal Communications Commission has also recently adopted regulations which took effect in January of 2019, which further preempt the Village of Fox Point concerning wireless telecommunications mobile service facilities, including small wireless facilities as described in Subpart U to Part 1 of Title 47 of the United States Code of Federal Regulations; and

WHEREAS, the Village of Fox Point hereby intends to continue to regulate wireless telecommunications mobile service facilities to the extent it can do so in compliance with applicable state and federal laws; and

WHEREAS, this matter has been referred to the Village of Fox Point Village Plan Commission and the Village Board has received the report and recommendation of the Plan Commission in the matter; and

WHEREAS, upon class 2 notice and other due notice as required by Wisconsin Statutes Section 62.23(7)(d), the Village Board held a public hearing regarding this matter on or about _____, 2019; and

WHEREAS, the Village Board concludes that this is not a down zoning ordinance as described in Wisconsin Statutes Section 66.10015(3) because it does not decrease the development density of land or reduce permitted uses of land, so is not subject to the super-majority requirement of such statute; and

WHEREAS, the Village Board for the Village of Fox Point, upon careful consideration of the recommendation of the Village Plan Commission and comments received at the public hearing in this matter, and for the purpose of promoting the public health, safety, morals, comfort, prosperity and general welfare throughout the Village, and to comply with state law hereby adopts the following changes to the Village Code.

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

SECTION 1: Chapter 745 of the Village of Fox Point Village Code entitled, “Zoning,” Section 745-23 entitled, “Wireless Telecommunications Mobile Service Facilities,” Subsection A entitled, “Purpose” is hereby repealed and re-created as follows:

- A. Purpose. This section is intended to regulate mobile service facilities to the full extent allowed by Wisconsin Statutes § 66.0404 and other applicable laws. Nothing herein is intended to regulate or to authorize the regulation of mobile service facilities in a manner that is preempted or prohibited by Wisconsin Statutes § 66.0404 or other applicable laws. These regulations apply equally to small wireless facilities, however, nothing herein is intended to regulate or to authorize the regulation of small wireless facilities in a manner that is preempted or prohibited by Subpart U to Part 1 of Title 47 of the United States Code of Federal Regulations or other applicable laws or regulations.

SECTION 2: Chapter 745 of the Village of Fox Point Village Code entitled, “Zoning,” Section 745-23 entitled, “Wireless Telecommunications Mobile Service Facilities,” Subsection B entitled, “Definitions” is hereby repealed and re-created as follows:

- B. Definitions. All terms used herein shall have the meaning described in Wisconsin Statutes § 66.0404(1). Mobile service support structures and mobile service facilities are referred to herein in some cases as "MSSF." “Small wireless facilities” as used herein shall have the meaning described in Part 1 Title 47 CFR Subpart U, Section 1.6002(l).

SECTION 3: Chapter 745 of the Village of Fox Point Village Code entitled, “Zoning,” Section 745-23 entitled, “Wireless Telecommunications Mobile Service Facilities,” Subsection C entitled, “New Towers and Facilities,” the intro language only, is hereby repealed and re-created as follows:

- C. New towers and facilities. The siting and construction of new mobile service support structures and facilities whether intended to serve small wireless facilities or any other MSSF, shall be subject to the following requirements:

SECTION 4: Chapter 745 of the Village of Fox Point Village Code entitled, “Zoning,” Section 745-23 entitled, “Wireless Telecommunications Mobile Service Facilities,” Subsection C entitled, “New Towers and Facilities,” Subsection (4) entitled, “Requirements,” Subsection (e) entitled, “Aesthetic Requirements” is hereby created as follows:

(e) Aesthetic Requirements. The following aesthetic standards apply:

- [1] In areas where facilities are currently nonexistent or underground, undergrounding is required.
- [2] No new above ground structures, including co-locations on existing structures, shall be placed within 500 feet of an historic structure recognized as a Historic Landmark by the U.S. Department of the Interior, or the State of Wisconsin Historical Society. The 500-foot separation is waived for

installations that are completely concealed from view, or are not visible from locations where the historic structure can be observed.

[3] Attachments to existing structures shall be designed to be flush with the existing structure as much as can reasonably be done, shall be a color that matches the existing structure and shall be the smallest size possible to reasonably accommodate the intended purpose. If the structure to which the attachment is made changes color due to repainting, resurfacing or other means, the attachment shall be modified to match the new color.

[4] Any party objecting to the requirements of this Subsection (e) shall have an opportunity to demonstrate that the requirement constitutes an effective prohibition in violation of State or Federal law, upon application to the Village Board, and the Village Board shall waive the requirement if it finds the standard to effectively prohibit the expansion of wireless technology in the Village or otherwise violate State or Federal law.

SECTION 5: Chapter 745 of the Village of Fox Point Village Code entitled, “Zoning,” Section 745-23 entitled, “Wireless Telecommunications Mobile Service Facilities,” Subsection D entitled, “Modifications,” the intro language only is hereby repealed and re-created as follows:

- D. Modifications. The construction of modifications to an existing mobile service support structure or mobile service facility, and any installation of a small wireless facility on an existing structure, shall be subject to the following requirements:

SECTION 6: CONTINUATION OF EXISTING PROVISIONS

The provisions of this ordinance, to the extent that they are substantively the same as those of the ordinances in force immediately prior to the enactment of this ordinance, are intended as a continuation of such ordinances and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior ordinances. In addition, the adoption of this ordinance shall not affect any action, prosecution or proceeding brought for the enforcement of any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this ordinance for the time that such provision was in effect, and the repeal of any such provisions is stayed pending the final resolution of such actions, including appeals.

SECTION 7: SEVERABILITY

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

SECTION 8: EFFECTIVE DATE. This ordinance shall take effect upon posting and publication as provided by the law.

Adopted, passed, and approved by the Village Board of Trustees of the Village of Fox Point, Milwaukee County, Wisconsin, this ____ day of _____, 2019.

Douglas H. Frazer, Village President

Attest: _____
Kelly A. Meyer, Village Clerk

Published and/or posted this _____ day of _____, 2019

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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 A Botcher, Village Manager *SAB*
cc: Village Clerk-Treasurer
Date: February 5, 2019
Re: New Business Items

Under "New Business" you will find two pieces of correspondence from the Village Attorney addressed to two separate owners of two separate properties in the Village. I would like a brief moment to explain why these are on the agenda.

These two properties have been issues for Village staff for a number of years. I recently convened a meeting with the Village Attorney, the Building Inspector, and the Village Engineer/Public Works Director to discuss how to get these properties into compliance with Village Code. They are both in a long time state of disrepair. Following, I directed the Village Attorney to contact the owners of these two properties and **strongly** request their appearance at the February Village Board meeting, whereat they would explain how they intend to address these properties and under what timeline. I believe Mr. Larson's letters are fairly clear in this regard.

Please contact me should you have any further questions.

Municipal LAW

& L I T I G A T I O N G R O U P

DALE W. ARENZ, RETIRED
DONALD S. MOLTER, JR., RETIRED
JOHN P. MACY
H. STANLEY RIFFLE
COURT COMMISSIONER
ERIC J. LARSON
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730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262) 548-1340
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Email: elarson@ammr.net

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

February 4, 2019

Via Certified Mail, Return Receipt and
Regular U.S. Mail Delivery

To Whom it May Concern
Infinity Funding LLC
P.O. Box 340857
Milwaukee, WI 53234

**Re: Village of Fox Point
Property Located at 411 E. Bradley
Order to Show Cause**

Dear Tom or To Whom it May Concern:

Please be advised that I am the Village Attorney for the Village of Fox Point. In that capacity I have been directed to contact you regarding substantial Code compliance concerns at 411 E. Bradley in the Village of Fox Point. This matter requires your immediate attention.

I have been advised that the above-noted property has numerous substantial Code violations, including completely unfinished exterior walls that are wide open to the elements, a hole in the roof, window openings that are open to the elements, and other violations that have persisted for many months. Note that Section 681-2 of the Village Code requires structure exteriors to be structurally sound, which is one of numerous ongoing violations occurring on this property every day. I have been advised that the Building Inspector has contacted you regarding these matters many times and yet the violations are continuing.

Be advised that violations of the Village of Fox Point Village Code are subject to a penalty of up to \$1,500 plus costs for the first day of violation, and up to \$2,500 plus costs for the second and subsequent days of violation, with each day of violation constituting a separate offense, per Section 1-4 of the Village of Fox Point Village Code. Substantial additional penalties and remedies may apply, including the possibility of actions to raze the structure and assess the costs of doing so against the property pursuant to Wisconsin Statutes Section 66.0413. That said, I am writing at this time to urge you to immediately come into compliance with the Village Code and avoid these substantial penalties and remedies.

You are hereby ordered to appear at the Village of Fox Point Village Board meeting to be held on February 12, 2019 at 7:00 pm at the Village of Fox Point Village Hall, to show cause why the Village Board should not commence an action against you. You will be given an opportunity to be heard at that time. Please do not fail to attend.

If you should have any questions or concerns regarding this matter, please do not hesitate to contact the Village of Fox Point Village Manager, Scott Botcher, at (414) 351-8900.

Yours very truly,
MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/egm

cc: Scott Botcher, Village Manager
Scott Brandmeier, Director of Public Works
Michael Rakow, Village Building Inspector
Kelly Meyer, Village Clerk/Treasurer

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Municipal LAW

& L I T I G A T I O N G R O U P

DALE W. ARENZ, RETIRED
DONALD S. MOLTER, JR., RETIRED
JOHN P. MACY
H. STANLEY RIFFLE
COURT COMMISSIONER
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LUKE A. MARTELL
SAMANTHA R. SCHMID
STEPHEN J. CENTINARIO, JR.
TIMOTHY A. SUHA
AMY E. FRY-GALOW

February 4, 2019

Via Certified Mail, Return Receipt and
Regular U.S. Mail Delivery

To Whom it May Concern
Nagle Real Estate, LLC
121 Michelle Drive
Johnson Creek, WI 53038

**Re: Village of Fox Point
Property Located at 139 E. Good Hope Road
Order to Show Cause**

To Whom it May Concern:

Please be advised that I am the Village Attorney for the Village of Fox Point. In that capacity I have been directed to contact you regarding substantial Code compliance concerns at 139 E. Good Hope Road in the Village of Fox Point. This matter requires your immediate attention.

I have been advised that the above-noted property has numerous substantial Code violations, including completely unfinished exterior walls that are wide open to the elements, an unfinished roof, door and window openings that are open to the elements, and other violations that have persisted for many months. Note that Section 681-2 of the Village Code requires structure exteriors to be structurally sound, which is one of numerous ongoing violations occurring on this property every day. I have been advised that the Building Inspector has contacted you regarding these matters many times and yet the violations are continuing.

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Yours very truly,
MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/egm

cc: Scott Botcher, Village Manager
Scott Brandmeier, Director of Public Works
Michael Rakow, Village Building Inspector
Kelly Meyer, Village Clerk/Treasurer

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