

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

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

**TUESDAY
JULY 9, 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. Committee Reports**

- a. Plan Commission**

1. The Village Board will receive a report concerning the application of Marnat Inc. LLC, d/b/a Lou Malnati's Pizzeria, for a carry-out pizza store, located at 8799 N. Port Washington Rd., Fox Point.

- 4. Public Hearings**

- a. Proposed 2020 Community Development Block Grant (CDBG) program project list public input. Page 1**

The Village Board will hold a public hearing to receive comments and input regarding the proposed 2020 Community Development Block Grant (CDBG) program project list.

- b. Proposed Fox Point Lutheran Church Site Plan, Floor Plans, Proposed Addition and Parking Lot Changes per Section 745-20 B. (2) of the Village of Fox Point Code.**

Notice: The Village Plan Commission has not yet provided its recommendation in this matter and therefore it is anticipated that the Village Board will not open the public hearing, but will adjourn the public hearing to the next regular Village Board meeting, to be held on August 13, 2019, beginning at 7:00 p.m., at the Village Hall.

- c. Proposed Marnat LLC, d/b/a Lou Malnati's Pizzeria Conditional Use Permit Application Page 2**

The Village Board will receive comments and input regarding proposed Conditional Use Permit application for Marnat LLC, d/b/a Lou Malnati's Pizzeria for a carry-out pizza store located at 8799 N. Port Washington Road.

- 5. Consent Agenda** – All items listed under the Consent Agenda will be approved in one motion without discussion unless any Board member requests that the item be removed for individual discussion and possible action. Any item(s) so removed shall be considered individually prior to consideration of any New Business agenda items in the same order in which they were originally listed in the Consent Agenda.
- a. Approve the minutes of the June 11, 2019 Village Board meeting and public hearings. *Page 17*
 - b. Approve the Temporary Class “B” (Fermented Malt Beverage) and Temporary “Class B” (Wine) Retailer’s License for Congregation Sinai’s event, Campaign For Tomorrow Celebration being held on Sunday, September 8, 2019 per the Village Clerk/Treasurer’s memorandum dated July 1, 2019. *Page 24*
 - c. Grant a Conditional Use Permit to Lou Malnati’s Pizzeria, for a carry-out pizza store located at 8799 N Port Washington Rd., Fox Point, and authorize the Village President and Village Clerk/Treasurer to sign the Conditional Use Order. *Page 2*
 - d. Authorize the submittal of a Community Development Block Grant application for the reimbursement of lease costs for the LX Club, a community based senior group. *Page 1*
 - e. Accept the bid of Compass Minerals America Inc. in the amount of \$72.59 per ton for sodium chloride per the Director of Public Works’ memorandum dated June 28, 2019. *Page 26*
 - f. Accept the proposal of Barrientos Design & Consulting in an amount not to exceed \$19,415 to perform a facility space and needs assessment of the Department of Public Works and Village Hall buildings and ancillary facilities and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works’ memorandum dated June 28, 2019. *Page 27*
 - g. Accept the Agreement for Water Utility Management and Operation Services from City Water and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works’ memorandum dated June 28, 2019. *Page 67*
 - h. Approve the Green Infrastructure Partnership Program funding agreement with the Milwaukee Metropolitan Sewerage District (MMSD) for the stormwater improvements along Calumet Road and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works’ memorandum dated July 1, 2019. *Page 69*
 - i. Adopt Proclamation establishing a Fox Point Farmers Market week, August 4 through August 10, 2019. *Page 78*
 - j. Approve Payment of the Bills in the amount of \$1,090,265.29 for the period June 1, 2019 through June 31, 2019 per the report submitted by the Village Manager. *Page 80*

6. Unfinished Business

a. Property Located at 411 E. Bradley Road

The Board will hear a status report for consideration and possible action, including a progress report, specific milestones, contracts, architectural renderings, estimates of costs and expected completion dates by owner Infinity Funding, LLC on the property located at 411 E. Bradley Road.

b. Property Located at 139 E. Good Hope Road

The Board will be given a status report for consideration and possible action, including a progress report, specific milestones, contracts, architectural renderings, estimates of costs and expected completion dates by owner Nagel Real Estate, LLC on the property located at 139 E. Good Hope Road.

c. Ordinance to Create Section 579-17.7 of the Village of Fox Point Village Code Concerning Beekeeping *Page 95*

The Village Board will review, discuss and may act to adopt Ordinance to Create Section 579-17.7 of the Village of Fox Point Village Code concerning beekeeping within the Village of Fox Point.

7. New Business

a. Consideration of Resolution Awarding the Sale of \$1,830,000 General Obligation Promissory Notes, Series 2019. *Page 102*

The Village Board will consider and may act with regard to Resolution Awarding the Sale of \$1,830,000 General Obligation Promissory Notes, Series 2019.

b. Pedestrian Traffic Study

The Village Board will initiate a discussion and potentially direct staff to have a pedestrian traffic study completed in the Village. *Page 130*

8. Future Agenda Items

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

9. 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
 - 1. Sign Ordinance
 - 2. Building Board

10. 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)(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 Attorney, Village Assistant Manager, Public Works Director, and Village Clerk Treasurer.

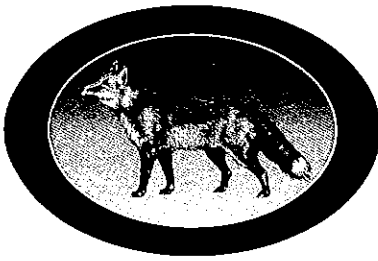
11. Reconvene and Possible Action on Closed Session Items

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

12. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING: AUGUST 13, 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."



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 Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: June 28, 2019
Re: Public Hearing – 2020 Community Development Block Grant (CDBG)
Program Project List – Public Input

At the June 11, 2019, Village Board meeting, the Village Board scheduled a public hearing for the July 9, 2019 Village Board meeting to make a determination on the proposed projects for the 2018 CDBG program.

One recurring request is received from the LX Club. Eligible costs under the CDBG program include the reimbursement of lease expenses for eligible entities. The LX Club, as an eligible entity, is eligible to receive up to \$6,000 as reimbursement for lease expenses. As the Village of Fox Point reimburses the LX Club for their lease expenses, the Village is the appropriate entity to submit an application to Milwaukee County for these costs. Therefore, it is my recommendation that the Village Board authorize the Director of Public Works to submit the appropriate application materials to the Milwaukee County Department of Community Development for reimbursement of lease expenses for the LX Club for the 2020 fiscal year in the maximum amount of \$6,000.

APPLICATION FOR CONDITIONAL USE PERMIT

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

Section I

Name of Business: Lou Malnati's Pizzeria

Fox Point Business Address: 8799 N. Port Washington Rd., Fox Point, WI 53217

Local Telephone Number: TBD

Email Address: smilosavljevich@loumalnatis.com

Contact Person: Sasha Milosavljevich

Name of Former Tenant (if known): Pizzanetto

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

Legal name of the Corporation: Marnat Inc., LLC

Address of the Corporate Headquarters: 3685 Woodhead Drive, Northbrook, IL 60062

Telephone Number of Corporate Headquarters: 847-562-1814

Email Address for Corporate Headquarters: smilosavljevich@loumalnatis.com

Names and addresses of all Corporate Officers: Kori Pierce, Chief of Staff

3685 Woodhead Drive, Northbrook, IL 60062

847-313-4956

Name and address of the Corporate Agent: Neal, Gerber & Eisenberg LLP (Josh Klein)

2 N LaSalle St Suite 1700, Chicago, IL 60602 312-269-8000

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

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

N/A

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

Section IV: All applicants must complete the remaining section.

Applicant's specific interest in site: Good location for a takeout and delivery pizzeria.

Square footage of site: Approximately 2,100 SF

Describe site and attach plan: See directions for the Conditional Use Permit. The site plan must include a layout of the inside of the store. The proposed project is a Lou Malnati's carry-out only store in the former Pizzanetto space in the RiverPoint Village Shopping Center.

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

A pizza carry-out store that will have sale of food and non-alcoholic beverage related items from their menu

(See attached for menu)

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

All fixtures, furniture, and equipment shown in floor plan will be owned

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

Number of actual or anticipated employees: 9

Number of parking spaces to be used by business (employees and customers/clients): 5-10

Proposed days and hours of operation: Mon-Thurs 4pm-10pm, Fri-Sat 11am-11pm, Sun 11am-9pm

Describe any alterations planned for the site: _____

An interior tenant build-out for a pizza carry-out that includes kitchen and carry-out areas (no seating)

If there are alterations, what is the estimated cost of the renovation? \$250,000

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

Marnat Inc., LLC

Proposed date of occupancy: October 2019



Business Owner – Signature

05/22/2019

Date

Marnat Inc., LLC

Business Owner – PRINTED Name

TO BE COMPLETED BY THE VILLAGE OF FOX POINT

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

What is the category of proposed use? CARRY OUT RESTAURANT MA 5-28-19

Does the parking meet code requirements? Part of an existing facility

Is there proper exterior lighting? where the requirements have

already been addressed STB 05/28/19

Are there any existing code violations? NONE MA 5-28-19

Additional Comments? _____

Letter of Consent received from owner? _____

Comments/Date

Date application/materials received: via em 5/22/19

Fee Paid: \$300.00

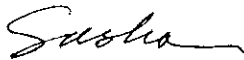
Receipt No. 1.054520

NOTICE

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

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

Dated this 22nd day of May, 2019.



Signature of ~~Property Owner~~
Tenant

Marnat Inc., LLC

Name of Property ~~Owner~~ PRINTED
Tenant

Mailing Address of Property Owner:

3685 Woodhead Drive

Northbrook, IL 60062

Tax Key No. of Property:

053-8989-001

Address of Property:

8799 N. Port Washington Road

Fox Point, WI 53217

For Village Use Only:

☒ Original kept on file with Village Clerk.

☒ Copy provided to Property Owner.

Signature: Jeane O'Brien

Midland Management, LLC

555 W. Brown Deer Road, Suite 220, Milwaukee, Wisconsin 53217

May 21, 2019

Village Plan Commission
Village of Fox Point
7200 N. Santa Monica Boulevard
Fox Point, WI 53217

Plan Commission Members:

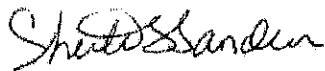
This letter is in support of a new tenant intending to lease space at the Riverpoint Village Shopping Center, 8629-8799 N. Port Washington Road, Fox Point.

The new tenant lease will be under the name Lou Malnatis Pizzeria. They will occupy approximately 2,074 square feet of space at a location previously occupied by the Pizzanetto store. The space is located at 8799 N. Port Washington Road, at the extreme northwest corner of the Shopping Center.

Lou Malnatis will operate a delivery and takeout pizza restaurant at the subject location.

If there should be any questions pertaining to this matter, please don't hesitate to contact our office at 262-643-4430. Thank you.

Sincerely,



Sheila S. Sanders
Midland Management, LLC
Managing Agent to North Shore Centers Partners

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

414-351-8900

Receipt No: 1.054520

May 28, 2019

CUP Studio 222 Arch for Malnatis Pizzeri

Previous Balance:	.00
LICENSES & PERMITS - CONDITIONAL USE PERMIT	300.00
24-44550 CONDITIONAL USE PERMIT	
Total:	300.00
CHECK	300.00
Check No: 5162	
Payor: CUP Studio 222 Arch for Malnatis Pizzeri	
Total Applied:	300.00
Change Tendered:	.00

05/28/2019 4:01 PM



STUDIO 222
ARCHITECTS

312.850.4970

s222arch.com

222 S Morgan St, Ste 4B
Chicago, IL 60607

Transmittal

Date: May 22, 2019

To: Kelly Meyer
Jeanne OBrien

Company: Village of Fox Point
7200 North Santa Monica Boulevard
Fox Point, WI 53217

Phone Number: 414-351-8900

Project Number: 19025

Re: Lou Malnati's – Carryout

We Transmit:

The Following:

For your review	☒	Letter	☐
For your information	☐	Prints	☒
Per your request	☐	Other	☒

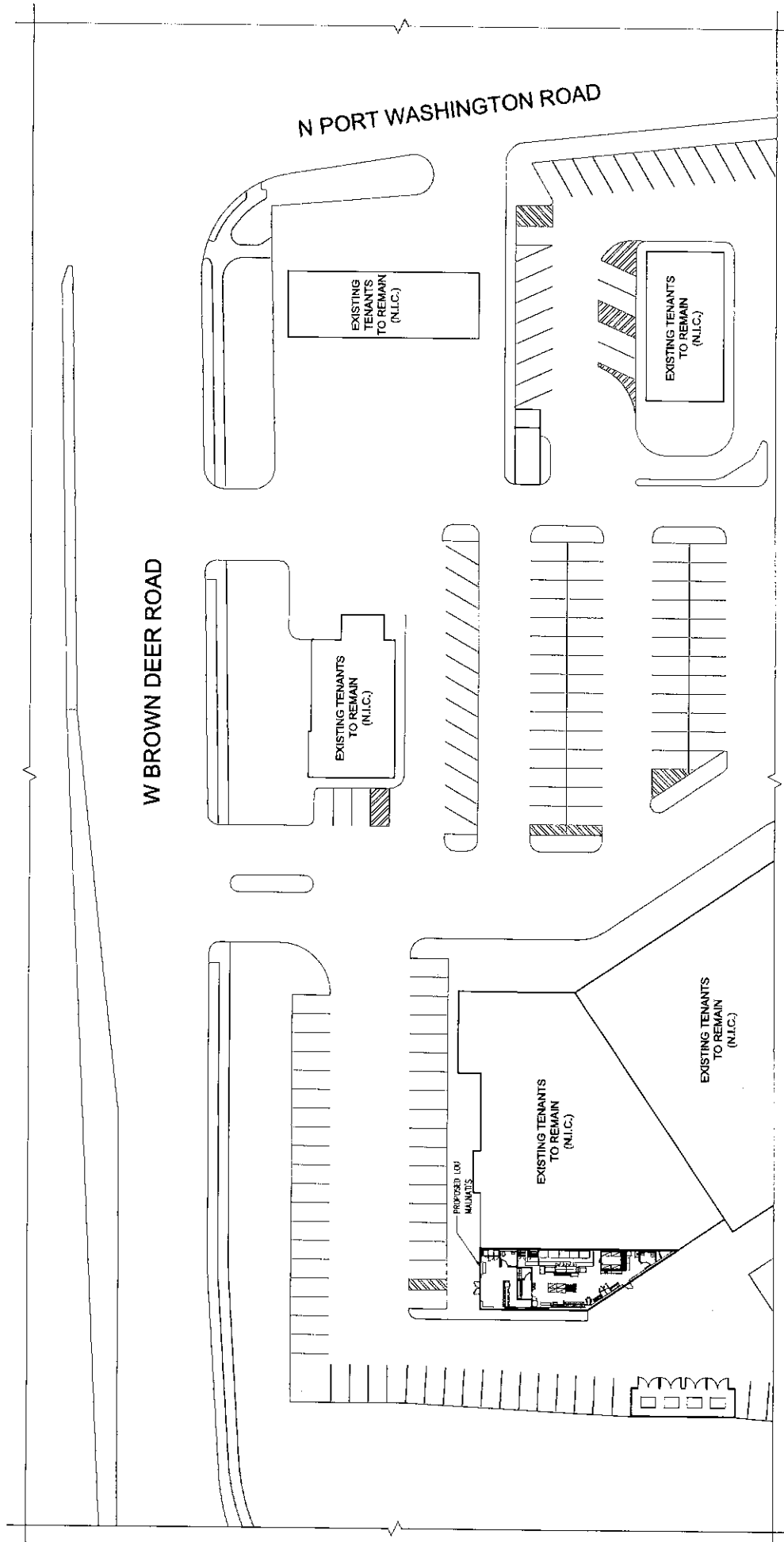
Date	Copies	Description
May 22, 2019	1	Application for Conditional Use Permit
May 22, 2019	1	Site Plan and Floor Plan Drawings
May 22, 2019	1	Check for Conditional Use Permit Fee
May 22, 2019	1	Signed Letter of Approval from Landlord
May 22, 2019	1	Signed Chargeback Form
May 22, 2019	1	Copy of Menu

Remarks:

Please accept this submittal package for the Conditional Use Permit.
Please let me know if you have questions or need additional
information. Thank you for your time.

Sent Via: UPS
From: Jocelyn Wen
jwen@s222arch.com
312-850-4970 x132

File: [Trans_Name_2008-xx-xx.d P:\2019\19025 Malnatis Fox
Point WI\Admin\CORR\Transmittal_Village of Fox
Point_2019-05-22.docx]



1 SITE PLAN
1" = 70'-0"

1.0



LOU MALNATI'S - CARRYOUT
8799 N. PORT WASHINGTON ROAD, FOX POINT, WI



05.22.2019

PROJECT NUMBER: 19025



Chicken Wings - Traditional or Boneless (optional)

Your choice of two varieties served with celery and parmesan or ranch dressing. \$3.25 (1 wing) \$3.25

- Buffalo Wings with a little kick
- Bone-In Wings with honey BBQ sauce

Three-Cheese Bread (optional)

Slow French bread with three cheeses, a touch of garlic and dipping sauce. \$5.55

Garlic Bread (optional)

Served with marinara sauce. \$4.65

SALADS

All feature salads feed two to three people. Family-sized salads are for four to five people.



(P) Mixed Salad (optional)

Romaine lettuce, tomatoes, sliced chicken, mushrooms, salad dressing and parmesan cheese with our Sweet Vinaigrette and ranch dressing. \$8.95 | Family \$12.95

(P) Caesar Salad (optional)

Romaine lettuce, tomatoes and shaved parmesan with Caesar dressing and croutons. \$5.95 | Family \$9.95

(P) House Salad (optional)

Iceberg and Romaine lettuce, red cabbage, carrots, vinaigrette, croutons, and cheese. Individual \$4.65 | Family \$8.95

A generous portion of our house-made dressing.

House-made Salad Dressings: House Red Wine Vinaigrette, Thousand Island, Creamy Lemon Garlic, Guacamole, and Ranch-Cheese Ranch.

PASTA DINNERS & SANDWICH

All pasta dinners come with garlic bread. Sauces are house-made from scratch - daily!



Penne alla Marinara (optional)

Chicken and tomato sauce served with our house-made marinara. Also available topped with baked mozzarella at no extra charge. \$8.95

Lasagna (optional)

Layers of spaghetti and three cheeses topped with our meat or vegetarian sauce. \$9.95

Spaghetti or Penne (optional)

Meat or vegetarian sauce. \$8.95



Cheese Sandwich (optional)

Served with your choice of meat or vegetarian sauce. \$5.45

Beef Sandwich (optional)

Topside beef sandwich with melted mozzarella. Comes with potato chips. Also serves prepared on the grill. \$8.95

DESSERTS

Luigi's Italian Ice

Available in assorted "Sensations" flavors. \$2.50 each

NEW! Tiramisu (optional)

Luscious coffee-soaked tiramisu, layers with mascarpone cheese and topped with cocoa powder. Serves 12. \$4.95

BEVERAGES

Coke-Cola Products

Coke, Diet Coke, Sprite, & Bang! Root Beer

- Cans: \$1.25
- 6-packs: \$4.95
- 20 oz. bottles: \$2.05

Dessert

Bottled water: \$2.00

TAKE LOU'S HOME

Prosser Lou Malnati's Pizzeria

9" frozen pizza always available in the freezer. Shipping at \$9.95

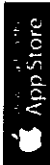
GET PIZZA EMAILS!

We'll keep you in the loop on the latest news, events, openings, and all things delicious! Did someone say 'birthday surprise' too?

Sign Me Up!

EARN FREE PIZZA!

Download the FREE Lou Malnati's app and start earning points on your pizza orders today! Full Details >



Order Online

Find Your Location

Catering Services

Book an Event

Baking & Reheating

Nutritional Info

About Lou's

Blog

Careers

Community

Gift Cards & Balances

Contact

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Tastes of Chicago delivers all of Chicago's favorite foods nationwide.

Ship a Pizza >

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Named one of the Top Workplaces in Chicago for the past nine years!

View Open Positions >



Contact - Media Information - Privacy Policy - Sitemap - © 2019 Lou Malnati's Pizzeria

Conditional Use Order

WHEREAS, an application has been filed by Marnat, LLC, (hereinafter "Applicant"); and

WHEREAS, the Applicant is requesting that a conditional use permit be granted pursuant to the Zoning Ordinance of the Village of Fox Point for land described as 8799 N. Port Washington Rd., Fox Point, Wisconsin, as further described on Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property").

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

1. Use Restricted. Lou Malnati's Pizzeria will offer a pizza carry-out store that will have sale of food and non-alcoholic beverage related items for their customers, subject to the terms of this Conditional Use Permit. The interior will be renovated at this location as described in the Applicant's application, subject to the terms of this Conditional Use Permit. The hours of operation shall be limited to Monday through Thursday, 4 p.m. to 10 p.m., Friday and Saturday, 11 a.m. to 11 p.m., and Sunday, 11 a.m. to 9 p.m., with nine employees, unless additional hours are approved in writing by the Village Manager.
2. Presentation Compliance. All of the Applicant's plans, specifications, terms and representations as submitted with the application, or in support thereof, or as represented to the Village Board in the course of the approval process, are specifically incorporated herein and made a part hereof by reference, and the use of the subject property shall be in substantial conformance with the same except as further restricted or modified herein.
3. Not Transferable. This conditional use permit is granted to the Applicant and shall not be transferred or assigned without the Village Board's prior written consent, which may only be granted following the Village Board's receipt of a recommendation from the Plan Commission.
4. Applicant and Owner Agreement. As a condition precedent to the issuance of the conditional use permit, the owner of the Subject Property shall approve the issuance of this conditional use permit upon the terms and conditions described herein in writing, and the Applicant is required to accept the terms and conditions of the same in its entirety in writing.
5. Other Uses Prohibited. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to whether a use is permitted, the question shall be submitted to the Plan Commission for recommendation to the Village Board, and then to the Village Board for determination.
6. No Nuisances, and Compliance with Applicable Laws. No use is hereby authorized unless the use is conducted in a lawful, orderly and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the County of Milwaukee, the State of Wisconsin, the United States of America or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
7. Subject Property Only. This conditional use hereby authorized shall be confined to the Subject Property described, without extension or expansion other than as noted herein.
8. Abandonment. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the Applicant be delinquent in payment of any monies due and owing to the Village, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Village

Board following receipt of a recommendation from the Plan Commission and after the Village Board holds a public hearing in the matter.

9. Amendments. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises (including but not limited to any change to the boundary limits of the Subject Property), structures, lands or owners, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.
10. Plan Amendments. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use order may be amended (a) without separate approval in the limited circumstances described in Section 14.19(11) of the Village Code; or (b) by the Village Board upon receipt of a recommendation from the Plan Commission if the Village Board finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Village Board, in its sole discretion, finds to be substantial shall require a new permit, and all procedures in place at the time must be followed.
11. Severability. Should any paragraph or phrase of this conditional use permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
12. Most Restrictive Applies. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
13. Prior Conditional Use Permits Terminated. Unless stated otherwise herein or in the documents incorporated herein, all conditional use permits previously granted for the Subject Property, if any, shall be automatically terminated without further action of the Village Board immediately following full satisfaction of all conditions precedent to this conditional use order taking effect.
14. Payment of fees. Applicant shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this conditional use order including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional use order due to a violation of these conditions.
15. Payment of Taxes and Charges. Any unpaid bills owed to the Village by the Subject Property Owner or his or her tenants, operators or occupants, for reimbursement of professional fees; or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional use order, that is subject to all remedies available to the Village, including possible cause for termination of the conditional use order.
16. Conditions Shown in Minutes Incorporated. All conditions of approval imposed by duly adopted motion of the Village Board in its consideration of the Applicant's application, as noted in the Minutes of the Village Board meeting at which approval was granted, are specifically incorporated herein by reference.
17. The Applicant is obligated to file with the Village Clerk a current mailing address and current phone number at which the Applicant can be reached, which must be continually updated by the Applicant if such contact information should change, for the duration of this conditional use. If the Applicant fails to maintain such current contact information the Applicant thereby automatically waives notice of any proceedings that may be commenced under this conditional approval, including proceedings to terminate this conditional use.

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

Signed this ____ day of _____, 2019, *nunc pro tunc* the ____ day of _____, 2019.

BY THE FOX POINT VILLAGE BOARD:

Douglas H. Frazer, Village President

Attest:

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

APPROVAL

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

Dated this ____ day of _____, 2019.

SUBJECT PROPERTY OWNER

By: _____
Authorized Signatory

Title: _____

ACCEPTANCE

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

Dated this ____ day of _____, 2019.

APPLICANT:

By: _____
Authorized Signatory

Title: _____

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
JUNE 11, 2019**

A meeting and public hearing of the Fox Point Village Board was held on Tuesday, June 11, 2019 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m., noting there was a quorum 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
Trustee Marty Tirado
Trustee Bill Kravit
Trustee Greg Ollman

Also, present are Village Attorney Eric Larson, Village Manager Scott Botcher, Assistant Village Manager Michael Pedersen, Public Works Director Scott Brandmeier, Accounting Financial Manager Mary Carthell, Village Clerk Treasurer Kelly Meyer and Library Director Susan Draeger-Anderson.

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.

Lissa Vander Heyden, 7511 N Boyd Way

Ms. Vander Heyden stressed her concerns regarding the Fox Point Lutheran Church's past disregard for the surrounding neighbors. Specific concerns include: overall lighting, entrance change, lighting for the proposed raised carport and the enforcement of the lighting ordinance. Ms. Vander Heyden suggested the installation of a fence near the proposed entrance change, which would be beneficial.

Tyson Kuhrmeier, 315 Fox Dale Road

Mr. Kuhrmeier is concerned about community traffic excessive speeds and pedestrian traffic's safety. Mr. Kuhrmeier is advocating pedestrian safety, suggesting more crosswalks, hiring a firm like Traffic Analysis & Design, Inc., in combination with federal funding.

Andrew Nagel, 121 Michelle Drive, Johnson Creek, WI

Property owner, Mr. Nagel, gave a brief update on 139 E. Good Hope Road. Mr. Nagel reported, as of yesterday, survey and plans were submitted for the next Building Board meeting. Mr. Nagel appealed to the Village Board to lift the active raze order, commenting the lender is unhappy with the raze order.

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

**VILLAGE OF FOX POINT
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Joint Building Board and Plan Commission

Village Board received a report from President Frazer regarding the Plan Commissions consideration of the application of Fox Point Lutheran Church, 7510 N Santa Monica Boulevard. Joint Plan Commission and Building Board had many questions in connection with the parking lot. The Plan Commission did not make a recommendation to the Village Board at the meeting and asked the applicant to come back to the July 1, 2019 Plan Commission meeting with a revised plan, including more detailed materials and information.

Village Board received a report from Trustee Fonstad regarding the Plan Commissions consideration of the application of Marnat Inc. LLC, d/b/a Lou Malnati's Pizzeria, located in the former Pizzaneto 8799 N. Port Washington Road location. The application was also carried over until the July 1, 2019 Plan Commission meeting.

Village Board received a report from President Frazer regarding the Plan Commissions consideration of the application of Elements East LLC, for a one-month pop up store at 8681 N Port Washington Road for the month of July only, to clear furniture goods and home décor. Plan Commission recommended to the Village Board to approve that application.

Village Board received a report from Trustee Fonstad concerning the application of Face to Face, Iwona Pawelec at 8585 N Port Washington Road. The Plan Commission recommended approval of the application to the Village Board.

Public Hearing: Proposed Fox Point Lutheran Church Site Plan, Floor Plans, Proposed Addition and Parking Lot Changes per Section 745-20 B. (2) of the Village of Fox Point Code.

On motion of President Frazer, the Village Board will adjourn the public hearing to the time and date of the matter on the proposed Fox Point Lutheran Church site plan, floor plans, proposed addition and parking lot changes per Section 745-20 B. (2) of the Village of Fox Point Code to be adjourned until the next Village Board meeting or until appropriate to schedule the public hearing on the matter.

President Frazer amended the motion to include, date and time certain of Tuesday, July 9, 2019 at the regular Village Board meeting. Seconded by Trustee Tirado.

President Frazer amended the motion a second time to include date and time certain of Tuesday, July 9, 2019 commencing at 7:00 p.m., immediately after persons desiring to be heard.

Second amendment to the motion seconded by Trustee Tirado. Motion carried.

Public Hearing: Proposed Marnat LLC, d/b/a Lou Malnati's Pizzeria Conditional Use Permit Application

On motion of President Frazer, seconded by Trustee Fonstad and carried unanimously, the Village Board will adjourn the public hearing to the time and date of the matter on the proposed Marnat LLC, d/b/a, Lou Malnati's Pizzeria Conditional Use Permit Application to be held Tuesday, July 9, 2019 7:00 p.m. at

VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
JUNE 11, 2019

the regular Village Board meeting immediately after Persons Desiring to be Heard.

Public Hearing: Elements East LLC Conditional Use Permit Application (4c)

A statement of Elements East LLC Conditional Use Permit public notice and background was given by President Frazer.

Open Public Hearing

On motion by President Frazer, seconded by Trustee Symchych, and carried unanimously, the Village Board opened the public hearing for both public hearing agenda item 4c at 7:19 p.m.

There were no village board or public comments.

Close Public Hearing

On motion by President Frazer, seconded by Trustee Fonstad, and carried unanimously, the Village Board closed the public hearing for public hearing agenda item 4c at 7:19 p.m.

Public Hearing: Face to Face Conditional Use Permit Application (4d)

A statement of public notice and background was given by President Frazer.

Open Public Hearing

On motion by President Frazer, seconded by Trustee Sumner, and carried unanimously, the Village Board opened the public hearing for public hearing agenda item 4d at 7:20 p.m.

There were no village board or public comments.

Close Public Hearing

On motion by President Frazer, seconded by Trustee Fonstad, and carried unanimously, the Village Board closed the public hearing for the public hearing agenda item 4d at 7:20 p.m.

Consent Agenda

- a. Approve the minutes of the May 14, 2019 Village Board Meeting.
- b. Grant the "Class A" Beer and Intoxicating liquor licenses and 5 "Class B" Beer and Intoxicating Liquor licenses, per the Village Clerk/Treasurer's memo dated May 29, 2019, subject to any conditions as noted.
- c. Grant the Cigarette and Tobacco Product Retail license to the establishment Walgreen Co, d/b/a, Walgreens #03125, located at 8615 North Port Washington Road-agent Tammy Marie Kachelmeier per the Village Clerk/Treasurer's memo dated May 29, 2019 and subject to any conditions as noted.

**VILLAGE OF FOX POINT
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- 150 d. Grant a Conditional Use Permit to Elements East LLC, for a one-month pop up store at
151 8681 N Port Washington Rd., Fox Point, for the month of July only, to clear furniture
152 goods and home décor, and authorize the Village President and Village Clerk/Treasurer
153 to sign the Conditional Use Order.
- 154
- 155 e. Grant a Conditional Use Permit to Face to Face, Iwona Pawelec, for a facial, hair
156 dresser, and massage services store at 8585 N Port Washington Rd., Fox Point, and
157 authorize the Village President and Village Clerk/Treasurer to sign the Conditional Use
158 Order.
- 159
- 160 f. Accept the quote of Bark River Tree and Landscape, Inc. in an amount not to exceed
161 \$20,000 for the removal of diseased elm trees and authorize the Village President and
162 Village Clerk/Treasurer to sign the contract on behalf of the Village per the Village
163 Forester's memorandum dated May 30, 2019.
- 164
- 165 g. Schedule a Public Hearing for the July 9, 2019 regular Board meeting to receive
166 comments and input on the proposed 2020 Community Development Block Grant
167 (CDBG) program project list immediately following "Persons desiring to be heard" per
168 the Director of Public Works' memorandum dated May 24, 2019.
- 169
- 170 h. Adopt a Resolution Approving of and Authorizing Submittal of the Compliance
171 Maintenance Annual Report (CMAR) to the Department of Natural Resources for the
172 2018 Sanitary Sewer Activities.
- 173
- 174 i. Adopt An Ordinance To Repeal And Re-Crete Sections 63-2, 63-4,
175 63-6 And 63-7 Of The Village Of Fox Point Village Code Related To Fees Arising
176 Pursuant To The Building Code, Plumbing Code, Electrical Code, And Certain
177 Miscellaneous Fees.
- 178
- 179 j. Confirm President Frazer's list of appointments to the various Boards, Committees, and
180 Commissions.
- 181
- 182 k. Approve Payment of the Bills in the amount of \$555,746.84 for the period May 1, 2019
183 through May 31, 2019 per the report submitted by the Village Manager.
- 184

185 *On motion by President Frazer, seconded by Trustee Fonstad, and carried*
186 *unanimously, the Village Board approved the consent agenda as presented.*
187

188 **Property Located at 411 E. Bradley Road**

189
190 The Board heard a status report from Village Manager Scott Botcher in regard to the
191 property located at 411 E. Bradley Road. The Manager reported that the property owners
192 received their demolition permit. Building Inspector Michael Rakow is still waiting for word as to
193 the date the demolition will occur.

194
195 No action was taken at this time.
196

**VILLAGE OF FOX POINT
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JUNE 11, 2019**

Property Located at 139 E. Good Hope Road

Village Manager Scott Botcher stated he had no further information regarding the property located at 139 E. Good Hope Road.

President Frazer noted Mr. Nagel has asked for the Village Board to remove the raze order; this will be considered in closed session, as indicated on the village board agenda.

No action was taken at this time.

Review of 2020-2024 Capital Plan (7a)

By unanimous consent and without objection, the Village Board moved to agenda item 7a, Review of 2020-2024 Capital Plan up on the agenda.

Village Manager Scott Botcher explained the proposed 2020-2024 Capital Plan, including the Department of Public Works Long Term Capital Fund, Police Department Capital Plan, and the Administrative Department Capital Plan.

Elizabeth Aelion, 210 W Bergen Court

Ms. Aelion inquired why the 2020-2024 Capital Plan did not include the Fox Point Pool and the North Shore Library, which are significant expenses. Ms. Aelion asked that these numbers be reflected in the 2020-2024 Capital Plan.

Trustees suggested the Capital Plan should also reflect both the North Shore Library and the Fox Point Pool estimated Capital Plan numbers.

Potential Fox Point Village Board Compensation

On motion by Trustee Tirado, the Village Board authorize the compensation of regular members of the Village Board at a rate of two-hundred dollars per month and the president of the Board three-hundred dollars per month on a staggered basis beginning May 1, 2018, May 1, 2019, and May 1, 2020 for those members whose terms begin in April 2018, April 2019 and April 2020 respectively. Seconded by Trustee Sumner (provided that the corrected beginning dates would be substituted).

On amended motion by Trustee Tirado, and seconded by Liz Sumner, the Village Board approve the compensation of regular members of the Village Board at a rate of two-hundred dollars per month and the president of the Board three-hundred dollars per month on a staggered basis beginning May 1, 2020, May 1 2021, and May 1, 2022 for those members whose terms begin in April 2020, April 2021 and April 2022 respectively.

Trustee Tirado restated the amended motion. By unanimous consent the Village Board considered the motion, as restated and seconded.

Discussion ensued; the question was called.

**VILLAGE OF FOX POINT
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Motion failed, 5-2. (Opposed-Trustee Fonstad, Trustee Symchych)(75 percent vote of current members needed to pass)

Future Agenda Items

*On motion by Trustee Sumner, seconded by Trustee Kravit, the Village Board will discuss and possibly direct staff to conduct a village pedestrian traffic study.
Motion carried.*

Announcements

Village President Frazer commended staff for a wonderful Fox Point Open House. The Open House was well attended, very fun and there was a lot of resident participation. President Frazer reminded everyone that the Fox Point Foundation's July Fourth parade is coming up with new and special features.

Trustee Symchych announced the Audit Committee met at 5:00 p.m. today. The Village Auditor Wendi Unger reported the status of the Village's audit. The Audit Committee recommended the draft be placed in final format and presented to the Village Board at the August 14, 2019 Village Board meeting.

Trustee Sumner thanked staff for putting on such a great Open House this past Saturday. Trustee Sumner also announced June 19, 2019 is the first Summer Serenade Concert at Longacre Pavilion.

Trustee Tirado announced at the last Village Board meeting a provider was selected for the community pool survey. Staff, including Village Manager Scott Botcher, Assistant Village Manager Michael Pedersen and Trustee Tirado met with a representative from the provider to discuss the draft of the community survey. Their intent is to prepare the survey by mid to end of July and send the survey by mid-August.

Village Manager Scott Botcher commended all the Village Staff who assisted in making the Village Open House a success.

Village Manager Scott Botcher announced a North Shore Library meeting was held earlier that day with North Shore managers, Library Director Susan Draeger-Anderson and Library Board President Kurt Glaisner. Substantial progress was made on a potential library agreement. The managers have been directed to go back and review the compensation portion of the agreement.

Village Manager Botcher announced the village had a strong audit. It was accepted by the Audit Committee and recommended to the Village Board. The audit will be released as part of the offering document official statement (OS) for the bond sale that will take place in July.

Village Manager Botcher reported Representative Jim Ott reached out to him, as well as Bayside and Whitefish Bay village managers, on budgetary matters. Representative Ott met with Mr. Botcher at Village Hall earlier in the day. Ott discussed with Mr. Botcher issues that were important to the Village, including fiscal matters in general and expenditure restraint issues in specific.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
JUNE 11, 2019**

Village Manager Botcher announced a Fire Board meeting was held earlier in the day. Baker Tilly reported on the audit. The Fire Board received a clean audit.

Closed Session

On motion by President Frazer, seconded by Trustee Fonstad, the Village Board convene into closed session 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. The motion carried 7-0 by roll call vote.

Without objection and by unanimous consent the Village Board called a short recess at 8:47 p.m. Village Board commenced closed session at 8:49 p.m.

Reconvene and Possible Action on Closed Session Items

On motion by President Frazer, seconded by Trustee Fonstad, and carried unanimously, the Village Board reconvened into open session at 9:02 p.m.

Village Board took no action on closed session items.

Adjourn

On motion by Trustee Fonstad, seconded by Trustee Sumner, and carried unanimously, the Village Board adjourned the Village Board meeting at 9:03 p.m.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

TO: Village Board

FROM: Kelly A. Meyer, Village Clerk/Treasurer 

THROUGH: Scott Botcher, Village Manager 

DATE: July 1, 2019

RE: Temporary "Class B" Picnic Alcohol Licenses –Congregation Sinai, 8223 North Port Washington Rd.

Background and Overview

Congregation Sinai has applied for a Temporary Class "B" / "Class B" (fermented malt beverages and wine) License for the Congregation Sinai Campaign for Tomorrow Celebration on Sunday, September 8, 2019 at the location of Congregation Sinai, 8223 North Port Washington Road.

Analysis

Congregation Sinai has paid the \$10.00 license fee for the event as it corresponds to the attached Temporary Class "B" fermented malt beverage and "Class B" wine license application.

Recommendation

Staff recommends the Village Board approve the Temporary Class "B" / "Class B" (Fermented Malt Beverage and Wine) License for the Congregation Sinai Summer Concert Series on the event date Sunday, September 8, 2019.

44-352-2970 Karen Belk **Application for Temporary Class "B" / "Class B" Retailer's License**

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 06/27/2019

☐ Town ☒ Village ☐ City of Fox Point

County of Milwaukee

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 09/08/2019 and ending 09/08/2019 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club ☒ Church ☐ Lodge/Society

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization ☐ Fair Association

(a) Name Congregation Sinai

(b) Address 8223 N. Port Washington Road

(Street)

☐ Town ☒ Village ☐ City

(c) Date organized 09/19/2005

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Nick & Janet Padway, 8223 N Port Washington Road, Fox Point, WI

Vice President Jenni Goldbaum, 8223 N Port Washington Road, Fox Point, WI

Secretary Josh Parkes, 8223 N Port Washington Road, Fox Point, WI

Treasurer Michael Hool, 8223 N Port Washington Road, Fox Point, WI

(g) Name and address of manager or person in charge of affair: Jen Friedman, 8223 N Port Washington Fox Point, WI

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 8223 N Port Washington Road, Fox Point, WI

(b) Lot Block

(c) Do premises occupy all or part of building? Yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event Campaign For Tomorrow Celebration

(b) Dates of event 9/8/2019

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature] 6/26/19
(Signature/date)

Officer [Signature] 6/20/2019
(Signature/date)

Date Filed with Clerk

Date Granted by Council

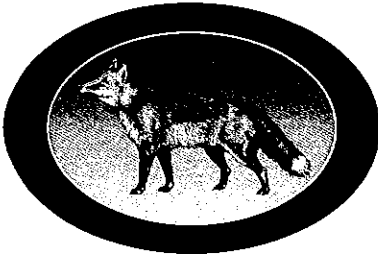
Congregation Sinai
(Name of Organization)

Officer [Signature] 6/20/19
(Signature/date)

Officer
(Signature/date)

Date Reported to Council or Board

License No.



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 Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

CC: Mike Krueger, DPW Foreman

Date: June 28, 2019

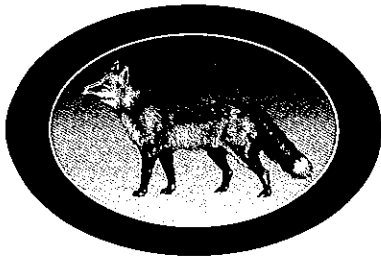
Re: Municipal Sodium Chloride (Salt) Bids

Each year, the Wisconsin Department of Transportation (WisDOT) accepts bids for sodium chloride to be used as a deicing agent on local roads. WisDOT solicits the bids and invites communities to participate in the bidding process by identifying the quantity of sodium chloride requested for the upcoming season. Fox Point, as well as many of the communities in Milwaukee County, has elected to participate in the bid process to achieve a lower unit price for its sodium chloride.

This year, the unit price for the sodium chloride is \$72.59 per ton, an increase of \$4.11 per ton over last season's price (and \$14.00 more than two years ago). It is my intent to purchase the following quantities for Fox Point:

1. 100 tons of guaranteed early fill (delivered prior to November 15, 2019) at a cost of \$7,259.
2. 800 tons of guaranteed seasonal fill (delivered prior to April 30, 2020) at a cost of \$58,072.
3. 180 tons of vendor reserve (which may be delivered at the discretion of the Village between November 15, 2019, and April 30, 2020) at a cost of \$13,066.20.

In 2019, the Village budgeted \$76,000 for salt purchases and has approximately \$15,000 remaining in the budget to cover the cost of the deliveries prior to the end of the year. During the budget process for 2020, staff will recommend raising the budget to \$80,000 to cover the cost of salt to be purchased under this contract as well as to purchase early fill salt as part of the 2020-2021 contract. The successful bidder was Compass Minerals from Overland Park, Kansas. Staff recommends the Village Board accept the bid of Compass Minerals that was negotiated by WisDOT and that the Village Board authorize the Director of Public Works to execute the Municipal Salt Agreement on behalf of the Village and submit the agreement to the State of Wisconsin Department of Transportation.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-8505
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: June 28, 2019

Re: Recommendation for Approval of the Facility Space, Needs and Condition Assessment

The Department of Public Works and Village Hall have been experiencing a number of mechanical and HVAC related issues over the course of the past few years. Included in the 2019 budget are funds to perform a mechanical assessment. However, as staff began interviewing potential consultants, we realized we had adequate funding to perform a complete space, needs and condition assessment of the DPW facilities and Village Hall.

Three consultants were interviewed: FGM Architects, Effective Management Decisions (EMD) with Kueny Architects, and Barrientos Design & Consulting. Each consultant appeared to have the requisite experience to perform the assessment though EMD and Barrientos appear to have slightly more public works facility related experience. In evaluating the proposals, Barrientos proposes providing five site plans whereas EMD proposes providing three site plans. Additionally, Barrientos fee (\$19,415) is about \$5,000 less than EMD's and FGM's.

Given that the Village budgeted \$25,000 to perform a mechanical assessment and that we can perform a far more detailed space, needs and facility condition assessment for under \$20,000, it is my recommendation that the Village Board accept the proposal of Barrientos Design & Consulting in an amount not to exceed \$19,415 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.



Village of Fox Point
Village Hall & Public Works Assessment & Expansion
Study

Architectural & Engineering Services Proposal

February 22, 2019



205 West Highland Avenue; Suite 303
Milwaukee, WI 53203
office 414-271-1812
www.barrientosdesign.com



February 22, 2019

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

**RE: FACILITIES CONDITIONS, SPACE NEEDS ASSESSMENT & EXPANSION
CONCEPTS
Architectural Planning Services Proposal**

Dear Scott,

Barrientos Design is pleased to present this proposal of architectural and engineering services for a facilities condition assessment, space needs and expansion option study for the Village Hall offices and Public Works Garage.

Since the Municipal complex's initial construction, minor remodelings have been undertaken but no significant replacement of components or equipment has taken place. Of particular concern is the HVAC system where the ability to replace parts and maintain the control system is becoming more difficult each year. Much of the recurring maintenance is executed by in-house staff but with retirements of senior personnel imminent, the maintenance knowledge of the old HVAC system could be lost.

Similarly, with no major footprint expansion undertaken, trucks have grown in size and attachment levels creating for very tight entry and parking situations. Space for parts, shops, crew areas and supervision are also confined within the original footprint.

As the Village considers its long-term facility needs for the Village Hall/DPW facility, it would now like to assess what maintenance, repair and replacement items should be undertaken over the next ten years. In parallel, the Village wants to know what the current spatial needs are for the building and yard and where there are deficits. Finally, the Village wishes to develop concepts for rearranging the municipal complex for future expansion at the current location and adjacent to the Police Station.

SCOPE OF WORK

Barrientos Design will provide architectural and engineering assessments of the Village Hall/DPW facilities along with a space needs and expansion study in three tasks as follows.

TASK 1 – FACILITIES CONDITION ASSESSMENT

The Facilities Condition Assessment (FCA) will identify long-term maintenance and replacement needs for keeping the building operational. Building systems will be reviewed to determine their current condition, projected useful life, and any required corrective action. This will include architectural, HVAC, electrical and site infrastructure. From this, a total cost to maintain the buildings and site will be projected out for the next ten years.

In addition, we will make an operational assessment on how well the facilities support or detract from Village Administration and DPW operations.

Specific FCA tasks and deliverables will include:

1. Create a base floor and site plan for planning and work identification purposes. This will include all buildings and structures in the Yard.
2. Tour the building and Yard structures and document their facility condition through photographs and plan notations. This will include architecture, structures, HVAC, electrical and site infrastructure including utility laterals and drainage. Indoor plumbing systems are not included in this effort.
3. Interview staff on the history of maintenance, items needing repairs, those not functioning, and operational deficiencies in the flow, relationship and sizing of the rooms.
4. Write up a narrative on each systems conditions noting repair needs, capital improvements needed, spatial deficiencies, code compliance, worker safety and convenience items, life safety requirements, HVAC system condition and general electrical and site engineering system conditions.
5. Develop a cost estimate to maintain and repair the buildings as is over the next ten years
6. Prepare a technical narrative on how well or deficiently the buildings and site support Village Hall and DPW operations.

TASK 2 – SPACE NEEDS ASSESSMENT

The space needs assessment will quantify the amount of space needed for each function along with key architectural criteria such as heights, clearances and major equipment needs for the Village Hall and DPW operations.

1. Interview key Village staff on the operations of officing, conferencing, public interface, assembly and Board meetings. Interview DPW staff on parking, repairs, storage, crew, supervision and Yard functions.
2. For the Village Hall, intake facility data on: staff positions, officing/workstation needs, storage, records, meetings, public interface,

- and customer service. For the DPW, Intake facility data on: fleet composition, rolling stock, major fixed equipment, parts and bulk storage, mechanics, and operators, Yard storage, salt and fueling.
3. Determine the optimal number of parking stalls, repair bays, shops, parts storage and bulk yard storage areas.
 4. Project out what growth or changes are expected in the fleet, staff and material over the next ten years.
 5. Develop an Optimal Room Program that identifies the needed space and configuration for the room. Compare recommended square feet against existing square feet and identify increases in SF.
 6. Onsite, observe the flow of staff, public, parking shop operations, vehicles, and material. Recommend the best relationship the functions should have to each other. Develop a bubble diagram of how the functions should be best grouped together.
 7. Create a summary of facility deficiencies beyond square feet that cover: public access, security, clearances, fixed equipment needs and accessibility of equipment and parts.
 8. Create a to-scale plan diagram reflecting the optimal room program sizes and relationships. Compare this diagram against the current layout.
 9. Present these findings in a report format along with a visual presentation suitable for a Board meeting.

TASK 3 – EXPANSION OPTIONS AT CURRENT SITE

With the optimal rooms sizes established, the Architect will develop layout options at the current Municipal Complex including land to the south of the Police Station.

Specific planning tasks include:

- 1) Establishing a base map of the building and site layouts at the new site. Data will be gathered from GIS maps and Village provided existing plans.
- 2) Assess the site's development features:
 - a) Existing building footprints including water tank. Show setback lines
 - b) Street access points, drainage swales, utility lines
 - c) Topography and stormwater collection
- 3) Taking the Space Needs established in Task 2, create up to five site plan arrangements within the current parcel. Two will explore detaching Village Hall and placing it adjacent to the Police Station. Options will be developed to a diagrammatic plan level.
- 4) Review and meet with staff to discuss merits and drawbacks of each option.
- 5) Select one Option and move it forward to a Conceptual Site and Building Design level. Conceptual design will include:
 - a) Site plan layout documenting all building and yard facilities along with paved areas.

- b) Building Plans that illustrate room layouts.
- 6) A technical narrative describing the building and site construction elements.
- 7) Conceptual cost estimates for each option will be developed.
- 8) Assess operational benefits of the new facility as to how it improves officing and shop operations. Identify increases in space and how this impacts operations. Identify building efficiencies gained from new layout.
- 9) A narrative summarizing next steps in site planning and permitting.
- 10) Present findings in a report format along with a presentation suitable for Board meetings.

SCHEDULE

Barrientos Design will provide the above work over a three months period. At the end of two months we will present a 90% report and in the final month, provide updates and a final report document.

TEAM

Barrientos Design will be lead by Norman Barrientos, AIA, an architect with 37 years of experience. He will be supported by Brian Hutchinson, a project architect who has developed planning and designs for numerous municipal facilities. Our engineering services will be provided by Harwood Engineers of Milwaukee, WI.

FEE

Barrientos Design will provide the above work for a lump sum fee of \$19,415.

Reimbursables will include any document retrieval charges and government application fees.

Barrientos Design appreciates this opportunity to work with the Village of Fox Point on this essential planning project and we look forward to the planning process.

Sincerely,

BARRIENTOS DESIGN & CONSULTING, INC.



Norman Barrientos, AIA, LEED AP
President



FIRM HISTORY

For more than 30 years, award-winning Barrientos Design & consulting has specialized in architectural design, planning and consultation. Our firm has worked on over 60 maintenance facilities for agencies such as Highway Departments, Public Works, Transportation Departments, Utility companies, Parks Departments, Fire Departments and the Military.

We have performed planning, design and construction oversight of large and complex maintenance facilities that involve: Repair Garages, Fabrication Shops, Parts Storage and Warehouses, Heavy Vehicle Parking, Truck Washing, Crew Quarters, Fueling Stations, Salt Storage and extensive Yard storage.

Our new garage facilities have ranged from \$2 to \$25 million in construction costs with sizes of over 150,000 square feet and site developments spanning from 5 to 40+ acres. Fleet size and composition have involved rolling fleets of over 300 pieces and vehicles types including quad-axle haul, fire trucks, and squads.

Garage Expertise

Barrientos Design's extensive experience with garages can be seen in includes:

Polk County - New Central Garage

Jefferson County - New Central Garage

Calumet County - New Central Garage

Manitowoc County - New Central Garage

Door County - New Central Garage

Menominee County - New Central Garage

Fond du Lac County - New Satellite Garage and Central Garage Study

City of Sun Prairie - New Services Garage and Fleet Repair Shop





BOYS AND GIRLS CLUB MARDAK CENTER RENOVATIONS

Milwaukee, WI

Barrientos redesigned the ground floor of the client's administrative headquarters to accommodate current needs and future growth. The design included a predominately open plan with low workstations. To enhance layout and create a lively atmosphere, ceiling clouds float above the workstations. Perimeter offices feature frosted sidelights to bring more light into the workplace yet retain a sense of privacy.

Separating the office area from the multipurpose lounge, a feature wood and glass wall allows daylight from the atrium to permeate the space. Additional elements include a conference space, training rooms with state-of-the-art audio visual equipment, and a staff break room. Barrientos' vibrant color palette enlivens the headquarters while complementing existing interior elements. The result is a creative, efficient and inspiring space for staff and visiting professionals.

Size: 7,000 SF

Cost: \$360,000

Completion: 2009

Client: Boys & Girls Clubs of America
Ken Robertson, Vice President and CFO





MADISON URBAN LEAGUE CED

Madison, WI

Barrientos Design provided planning and architectural design services for the Madison Urban League's 52,000 square foot Center for Economic Development, a new mixed-use facility located on Park Street in Madison, Wisconsin. This diverse, progressive new facility encompasses the Urban League's 20,000 square foot headquarters, the Center for Economic Development Office's Workforce Development Shops, a street level retail plaza, healthcare tenant space and work/live apartments.

The building is sited in the out lot of an existing shopping center and directly fronts Park Street for maximum pedestrian interaction. A master plan for the shopping center also envisions a new library and grocery store adjacent to the Urban League's facility. This dynamic mixed-use building allows the Urban League, a non-profit agency, to partake in equity development and play a key role in the redevelopment of the neighborhood.

Completion: 2007

Client: Madison Urban League
Scott Gray, President





MUSKEGO CITY HALL

Muskego, WI

Barrientos Design completed the full interior remodeling of the 27,150 SF, two-level City Hall containing ten different city departments and 50 employees. The new layout brings all the departments with heavy public interaction onto the first floor as well as the City Council Chambers. Barrientos Design performed on-site interviews, assessments of the building's structural restrictions and then developed a space program and a new floor layout.

City offices housed include: Finance, Clerk/Treasurer, Assessor, Building Planning, Parks, Mayor's Office and Informational Systems. Additional functions housed include mail/copy storage, reference library, records storage, break room, Alderman's committee room and various conference rooms. A public service lobby greets the public and features service counters, cashier windows, forms and brochure racks and a vaulted ceiling.

Cost: \$1.4M

Completion: 2002

Client: City of Muskego





PORTAGE COUNTY COURTHOUSE OFFICES

Stevens Point, WI

Barrientos Design developed facility needs studies, space allocation studies, room layouts, building design and construction administration for the Courthouse Office Facility.

The Building program includes a Public Meeting Hall, Committee Conference Rooms, Employee Break Rooms, Copy Center, Document Storage, Offices for Purchasing Personnel, Business Administration, Planning and Zoning, UW Extension and US Farm Services Administration offices.

Size: 48,000 SF

Cost: \$6.0M

Completion: 2000

Client: Portage County





AMERICAN PACKAGING CORPORATION HEADQUARTERS

Columbus, WI

Completed in January of 2015, the 26,130 square foot APC Office Addition consolidated office, technical, graphics, product design, training, and information technology functions at a prominent location on their site. Barrientos brought all of these functions together with this new addition, while providing room to expand in the future. APC's new corporate office space integrated current security, data, AV and building technologies to create a state-of-the-art facility.

APC's new corporate office provides a safe environment for employees and their customers and brings a fresh identity to a major manufacturer in the City of Columbus.

Size: 26,130 SF
Cost: \$4,300,000
Completion: 2015





FOX POINT VILLAGE HALL REMODEL

Fox Point, WI

The existing Village Hall building features a reception counter and waiting foyer with an open passage way to staff offices. In order to provide a subtle physical separation between walk-up customers and Village staff, Barrientos Design was retained to create a cost effective solution that left little impact on the existing conditions.

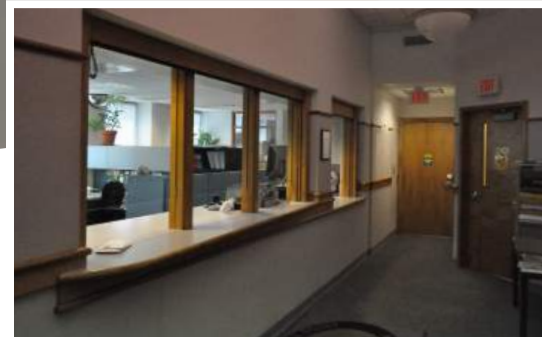
A glass screen supported by wood pilasters was erected to separate the existing counter area without impeding customer interaction or the "friendly, village-like" interface that is important to the client. Also, a new secure door was installed to provide additional security for the staff offices.

Size: 500 SF

Cost: \$42K

Completion: 2011

Client: Village of Fox Point
Scott Brandmeier
414.351-8900





BROWN COUNTY HHS OFFICES

Green Bay, WI

Barrientos Design was retained by Brown County to study the feasibility and impact of consolidating the following six departments: Human Services, Business Operations, IT, Health Department, UW-Extension and a County Board Room.

The scope of work consisted of evaluating four separate facilities in the Green Bay area and relocating 430 employees into one new facility. Our team reviewed existing space utilization, prepared new space programs, created vertical stacking diagrams and desired office amenities. The final study deliverables included detailed plans, visualization of a building, space allocations by department and floor and cost estimates.

Additionally, a campus plan was developed that considered connections between the existing County Jail and a future Courthouse and Administration Building.

Size: 122,660 SF

Cost: \$ 30,474,222

Completion: 2016

Client: Brown County, Wisconsin





MILWAUKEE CITY ADA COMPLIANCE

Milwaukee, WI

Barrientos Design was hired by the City of Milwaukee to design ADA upgrades to these facilities:

1. City Hall restrooms on the various floors
2. Zeidler Office Building, counters and lobbies to various offices
3. Comfort Stations, ramps and bathroom upgrades to various park and voting facilities including Holt and Enderis Stations.
4. City Hall Clerk and Treasurer lobbies

Our design work involved surveying the facilities, identifying ADA compliance issues, developing accessibility strategies, designing building modifications including: ramps, steps, railings, lavatories, water closets, new doorways, counters and signage. The work spanned over three years.

Completion: 2009

Client: City of Milwaukee





POLK COUNTY HIGHWAY GARAGE

Balsam Lake, WI

Polk County's new Highway Garage consists of a new 60,000 SF Main Shop, a 45,000 remodeled storage and shop building, a fueling station and a salt shed. The complex is located on 9 acres of land situated in an industrial park near the County Courthouse

Within the new main shop a heated parking garage houses 40 plow and field trucks and other field equipment. In addition, the shop will house a repair garage with 6 repair bays, part storage, truck wash, crew lockers, a lunchroom for a staff of 40 people and offices for the entire department.

Barrientos Design developed the construction documents in a fast-track approach with a foundation package being developed within seven weeks. Following that, the remainder of construction documents were issued three weeks later.



Size: 60,000 SF new, 45,000 remodeled

Cost: \$10M

Completion: October 2018

Client: Polk County Highway Department



JEFFERSON COUNTY CENTRAL HIGHWAY GARAGE

Jefferson, WI

The new main shop of 83,500 facility was designed to house 40 plow trucks and other field equipment. In addition, the building also includes 8 repair bays, a sign & carpentry shop, crew lockers, a lunchroom for a staff of 45 people and offices for the entire department.

Site facilities include: 30,000 SF Cold Storage Building, 8,000 ton salt shed, 4,000 SF Salt Brine Building, 20K gallon fueling station and canopy, outdoor stock storage, and truck scales. Barrientos Design was hired to design full architectural plans and oversee construction administration.

A video-surveillance system, key card access system, site fencing and overall building design provide security for this project.

Size: 133,500 SF

Cost: \$17.2M

Completion: 2015

Client: Jefferson County Highway Department

Contact: Bill Kern, County tel 920-674-7390





MANITOWOC COUNTY MAINTENANCE FACILITY

Manitowoc, WI

Barrientos Design completed the design of this 76,000 square foot Highway Maintenance Facility located at a new site that previously functioned as a gravel quarry. Barrientos Design was hired to develop a complete site master plan to delineate all the ultimate facilities on the site over a three-year period.

Site functions include: operations building, salt dome, fueling station, compost pad, outdoor stock pile storage, equipment storage buildings, truck scales and asphalt plant machinery layout areas.

Building functions include: 7 vehicle service bays, steam wash bay, welding shop, sign shop, tire storage, fluid storage, parts storage, steel storage, lunchrooms, locker rooms and administrative offices.

Cost: \$8,200,000

Completion: 2002

Client: Manitowoc Highway Dept.

Contact: Wayne Sleger, (920) 683-4354





CALUMET COUNTY HWY MAINTENANCE FACILITY

Chilton, WI

Barrientos Design and Consulting Inc. was hired to develop a complete site master plan, building programming and the design of a 52,770 sf highway maintenance facility for Calumet County.

Site functions include: salt shed, fueling station, outdoor stock storage, cold storage building, and a truck scale. The site will also have a rain garden for storm water management.

Building functions include: heated storage for 29 vehicles, 4 vehicle service bays, 2 truck wash bays, welding shop, sign shop, striping shop, carpentry shop, tire storage, bulk fluid storage, parts storage, lunch room, locker rooms, and administrative offices.

Size: 52,770 SF

Cost: \$8.9M

Completion: 2017

Client: Calumet County Highway Commission,

Contact: Brian Glaeser (920) 849-1463





DOOR COUNTY MAINTENANCE FACILITY

Sturgeon Bay, WI

The Barrientos Design team completed the design and structural engineering for the Door County Fleet Maintenance Facility that was designed to house 41 trucks, field equipment storage, bulk fluids and house lockers and a lunchroom for a staff of 45 people.

Site functions include: salt shed, fueling station and canopy outdoor stock storage, equipment storage buildings and truck scales. Barrientos Design was hired to design full architectural plans, complete structural engineering of the facility, and oversee construction administration.

Size: 90,000 SF

Cost: \$9.0M

Completion: 2005

Client: Door County Highway Dept.

Contact: John Kolodziej (920) 746-2203





MENOMINEE COUNTY MAINTENANCE FACILITY

Keshena, WI

Barrientos Design completed the design of a new 35,000 square foot fleet maintenance facility that houses patrol trucks in heated parking, three mechanic's bays, truck wash, parts storage, lube fluids, staff lockers and a lunch room.

Administrative areas include: Commissioner's office, County Meeting Room, lobby and administrative offices. Site functions include: cold storage building, salt shed, fueling station, truck scale, stockpile bins and separate parking for staff and visitors.

Barrientos Design was hired to design full architectural plans and oversee construction administration.

Size: 35,000 SF

Cost: \$4.0M

Completion: 2003

Client: Menominee Highway Dept.

Contact: Jeremy Weso, (715) 799-3369





NEW BERLIN STREETS & UTILITIES GARAGE

New Berlin, WI

For the City of New Berlin, Barrientos Design is designing two public works facilities: the Utilities Garage and the Streets/Parks/Building's Garage. Barrientos Design developed a space needs and master plan for implementing both facilities by reusing the existing sites.

The recommended plan consists of a combined Streets/Parks/Buildings Garage of 74,000 SF along with a central repair garage. The Utilities Garage is a separate 30,000 SF building which involves partial demolition of the existing structure and creating a significant addition in place.

The Utilities Building is currently under construction and progress can be seen in the images on this sheet.



Size: 30,000 SF (Utilities Building)

Cost: \$3,050,000

Completion: Fall 2018

Client: City of New Berlin



SUN PRAIRIE DPW FLEET REPAIR FACILITY

Sun Prairie, WI

Barrientos Design & Consulting was commissioned by the City of Sun Prairie to assist in the building of a new fleet repair maintenance facility with administration wing. The facility, with a steel frame and pre-cast panels, covers 15,000 square feet. The garage portion of the building features a mezzanine over the one-story facility. The administration wing includes lockers, bathroom facilities, washers and dryers, and lunch room/training space.

Barrientos Design provided a Siting Study, Master Planning, Schematic Design, Design Development, Construction Documentation, Bidding, Construction Administration and Management for the project.

Size: 15,000 SF

Cost: \$3.2M

Completion: 2007

Client: City of Sun Prairie

Contact: J.R. Brimmer 608-837-0712





VERNON COUNTY CENTRAL HIGHWAY GARAGE

Viroqua, WI

The new main shop of 44,700 facility was designed to house 25 vehicles including 14 plow trucks. In addition, the building also includes 3 large vehicle repair bays and 2 small vehicle repair bays, a sign shop, a parts storage room, a fully automated truck wash, crew lockers, a lunchroom, and offices for the entire department.

The site includes 12K gallon fueling station and canopy, outdoor stock storage, stormwater, and parking. Master planning for salt sheds and cold storage was incorporated into the design to be completed as needed in the future. Barrientos Design was hired to design full architectural plans and oversee construction administration.



Size: 44,700 SF

Cost: \$7.6M

Completion: 2018

Client: Vernon County Highway Department

Contact: Phil Hewitt, County tel 608-637-5452



FOND DU LAC COUNTY CAMBELLSPORT SATELLITE GARAGE

Campbellsport, WI

Barrientos Design was selected by Fond du Lac County to design a new satellite garage in Campbellsport, WI. Before beginning the design of this facility we were tasked with reviewing and documenting all of the County Highway buildings, vehicles and equipment. After compiling this information we made a recommendation on the appropriate size of the new Campbellsport Garage.

The new 17,700 SF garage features solar panels, a wash bay, natural day-lighting, a mezzanine and a small office component consisting of a ready room, locker/toilet rooms and storage and mechanical space. Additionally, the site contains a 3,500 ton salt shed, 10,000 gallon fuel tank and storage for bulk materials.

Size: 17,700 SF

Cost: \$2.6M

Completion: 2014

Client: Fond du Lac County Highway Department

Contact: Tom Janke, 920-929-3488



PROJECT EXPERIENCE: INDUSTRIAL

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BARRIENTOS
design & consulting



OCONOMOWOC UTILITY OPERATIONS

Oconomowoc, WI

As architects and engineers, Barrientos Design developed floor plans to accommodate for growth over the last 20 years. This involved expanding the parking bays and office areas to house their current needs.

The expansion matches this architectural treatment and structural profile. Barrientos Design completed the expansion of the Utility Operations to include a Mechanic's Bay, Vehicle Parking, Parts Storage and Mezzanine, Offices for operation's staff and a Reception lobby.



Cost: \$1.2M

Completion: 2002

Client: City of Oconomowoc
Municipal Utility department

Contact: Mark Frye, 262-569-2196



CITY OF SUN PRAIRIE PUBLIC WORKS GARAGE

Sun Prairie, WI

Barrientos Design and Consulting was retained by City of Sun Prairie to design a new Public Works Garage that involved a 25,000 heated parking garage and a 4,000 SF administration wing on a tight urban site. The Heated Parking Garage houses 32 large street maintenance vehicles along with parts storage, repair shop and truck wash bay.

The 4,000 SF Administration wing contains the Public Works Director's offices, accounting staff, crew lockers, lunchroom, laundry, communications and records archives.

The structure is a pre-engineered, metal-paneled building with a split-face block base for vehicle impact resistance. An entry canopy was added for rain and snow protection and to enhance the urban character of the building.

Cost: \$3,800,000

Client: City of Sun Prairie Public Works

Contact: J.R. Brimmer 608-837-0712





SHEBOYGAN COUNTY HIGHWAY GARAGE

Plymouth, WI

Barrientos Design and Consulting was retained by Sheboygan County to analyze the options that the Highway Department has for constructing a new main highway garage. During the preliminary design of this facility we looked at consolidating the existing repair facility in Sheboygan and the satellite garages located in Plymouth and Elkhart Lake into one centralized facility.

The project included two phases of construction both of which were approximately 70,000 square feet. In addition to the main garage a 30,000 square foot cold storage building, two salt storage buildings and fuel islands were planned for the 20 acre site.



Size: 144,000 SF

Cost: \$24,000,000

Completion Preliminary Design Completed

Client: Sheboygan County

Contact: Greg Schnell (920) 459-3822



MADISON GAS & ELECTRIC EASTSIDE SERVICE CENTER

Madison, WI

Master planning and site analysis for a new utility service center that will house the operations and yard facilities for:

- Gas Operations
- Electric Operations
- Transformer Storage
- Materials Operations
- Fleet Operations
- Emergency Controls Center

Size: 330,000 SF

Cost: \$37.2M

Completion: In Planning

Client: Madison Gas & Electric Utility

Contact: Tim Bliefernicht, 608-252-5687



Room Tabulation Matrix

Function Area/ Room	People Served	Rooms X'	Rooms Y'	Net SF/Room	# of Rooms	Net Usable SF
Central Service Center						
Large Materials Storage	260	85	22,100	1	22.1	22,100
Vehicle Storage	400	105	42,900	1	42.9	42,900
Truck Wash	30	33	1,040	1	1.04	1,040
Parts Storage	144	70	10,080	1	10.08	10,080
Purchasing	21	60	1,260	1	1.26	1,260
Loading Dock	102	50	5,100	1	5.1	5,100
Crew Tools and Lockers	36	48	1,824	1	1.82	1,824
Lunch Room	62	48	2,976	1	2.97	2,976
Gas Services						8.4
Gas Reporting Room	40	48	1,920	1	1.92	1,920
Recovery Center						5.6
Electric Reporting Room	37	55	2,035	1	2.03	2,035
TOTAL						102.1



MARATHON COUNTY CONSOLIDATED GARAGE

Wausau, WI

Marathon County hired Barrientos Design to develop two Garage design scenarios at a new site. The first being a stand-alone central Highway Garage for the County and the second being a consolidated multi-department Shop housing: Highways, Parks, Facilities Maintenance, Sheriff Vehicle Maintenance and EMS.

The resulting facility is a 40 acre site with a main shop of 232,000 SF in the center. The main shop houses the shops, heated parking, crew quarters and administration. While the external yard buildings are primarily cold storage facilities. The design proved that overhead efficiencies could be gained by combining the functions into one main shop and yard.



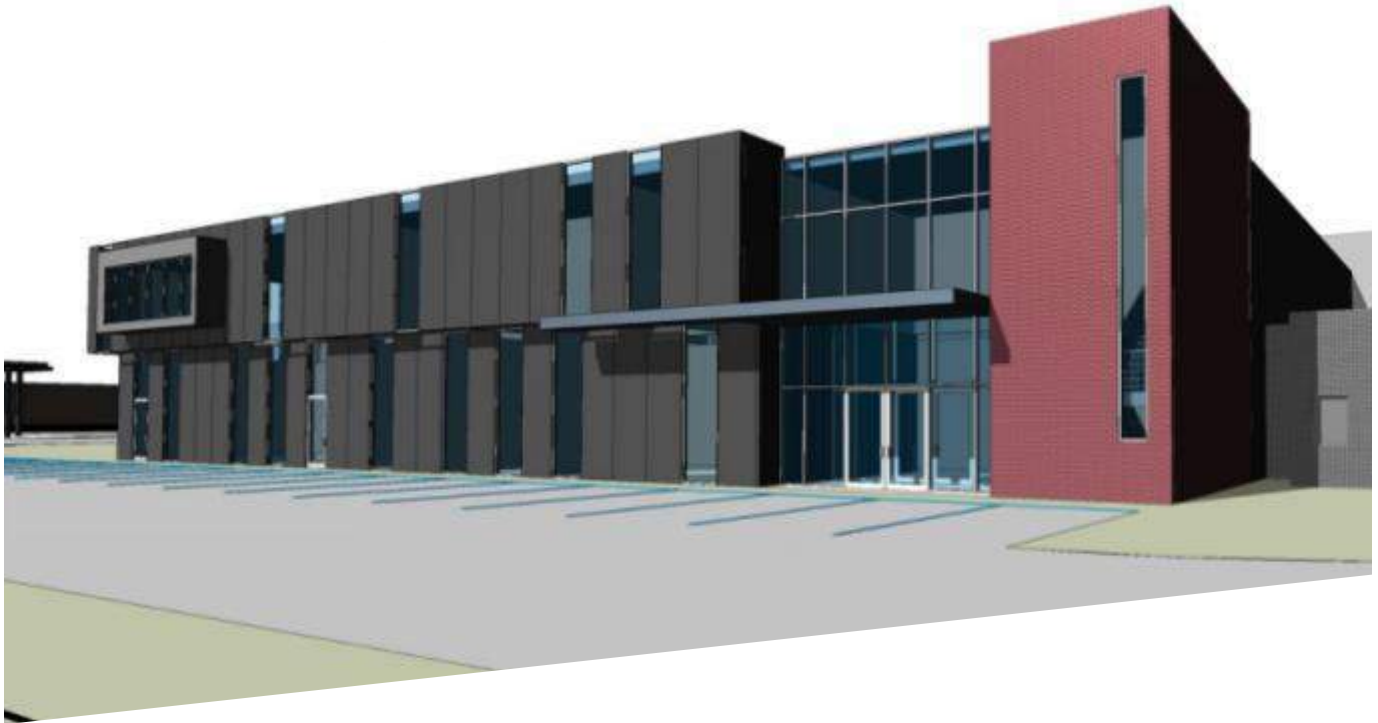
Size: 342,000 SF

Cost: \$38,000,000 Est

Completion: Concept Design Complete

Client: Marathon County Highway Department

Contact: James Greisbach, (715) 261-1800



COUNTY FLEET MAINTANANCE STUDY

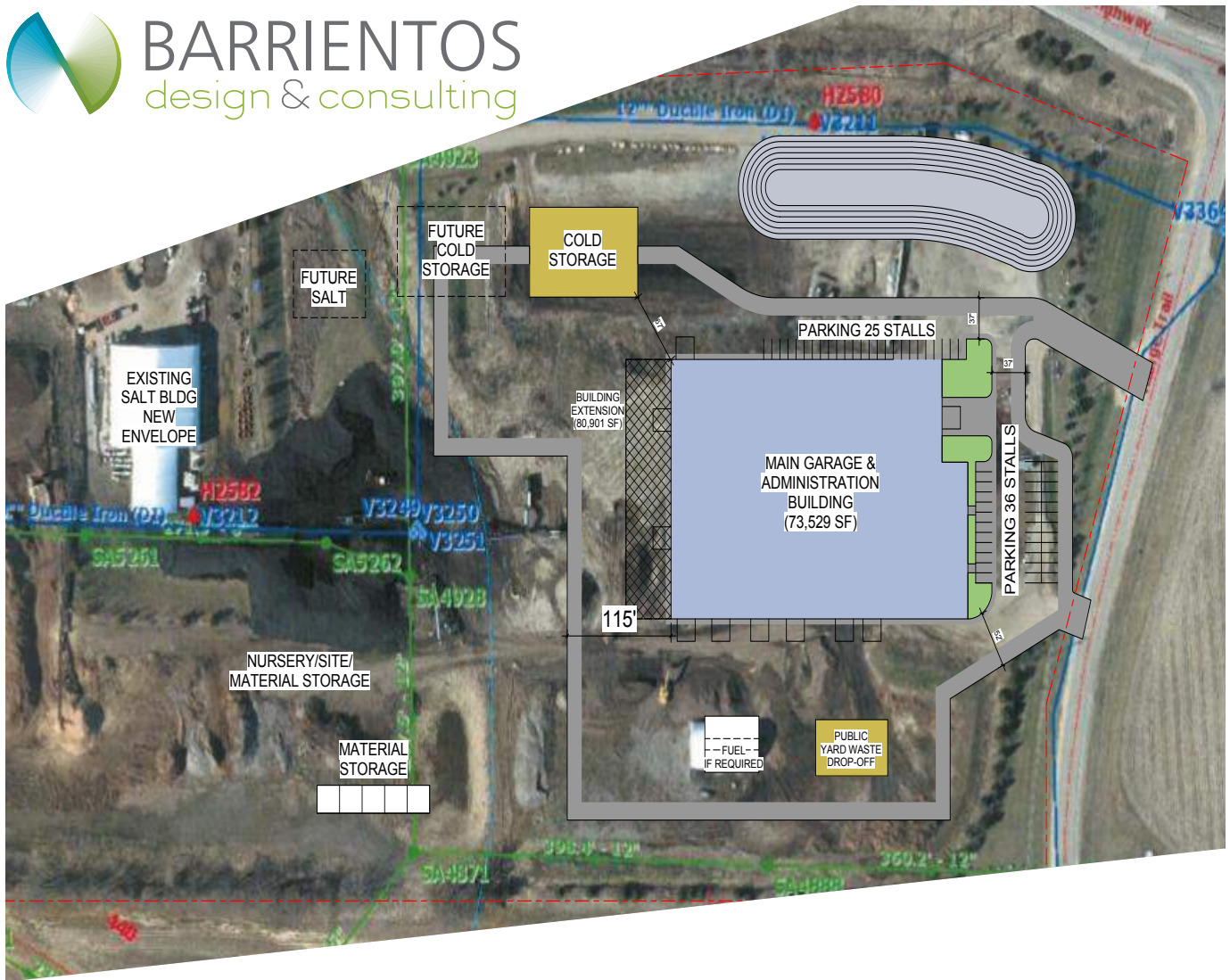
Milwaukee, WI

Barrientos Design was retained by Milwaukee County as experts in the design and planning of Fleet Maintenance Facilities to conduct an intensive study of the existing Milwaukee County Maintenance Facility. The intent of the study was to assess the before-and-after status of the Watertown Plank Road Facility in Wauwatosa, as affected by the Wis DOT Zoo Interchange Reconstruction project.

As part of the Zoo Interchange project a significant portion of site will be taken by WisDOT for the realignment of Swan Boulevard and the reconstruction of the Highway 45 off ramp to Watertown Plank Road. Due to the land taking several of the key structures on the site are affected and needed to be relocated. In addition, access to the site needed to be reconfigured to allow for efficient access to the freeway by County Sheriff and Highway Maintenance vehicles. Barrientos Design explored several options for reconfiguration of the site structures and site access. Cost estimates and space allocation recommendations were made in a detail report to County officials.



Client: Milwaukee County
Contact: Greg High, (414) 278-4943

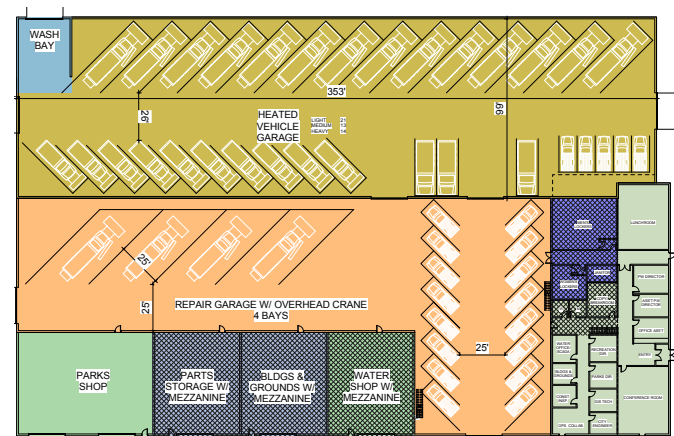


CITY OF VERONA PUBLIC WORKS DEPARTMENT

Verona, WI

For the City of Verona Public Works Department, Barrientos Design is designing one main facility and the surrounding yard buildings. Barrientos Design developed a space needs and master plan for implementing both facilities by moving operations to a new site on Range Trail Road.

The recommended plan consists of a combined Public Works Garage of either 73,000 SF or 82,000 SF. Both options have pull-in repair bays, and adequate parking for all Public Works vehicles. Trucks can access the parking garage from the repair shop. There is mezzanine storage above many of the shops, as well as a portion of the administration area.

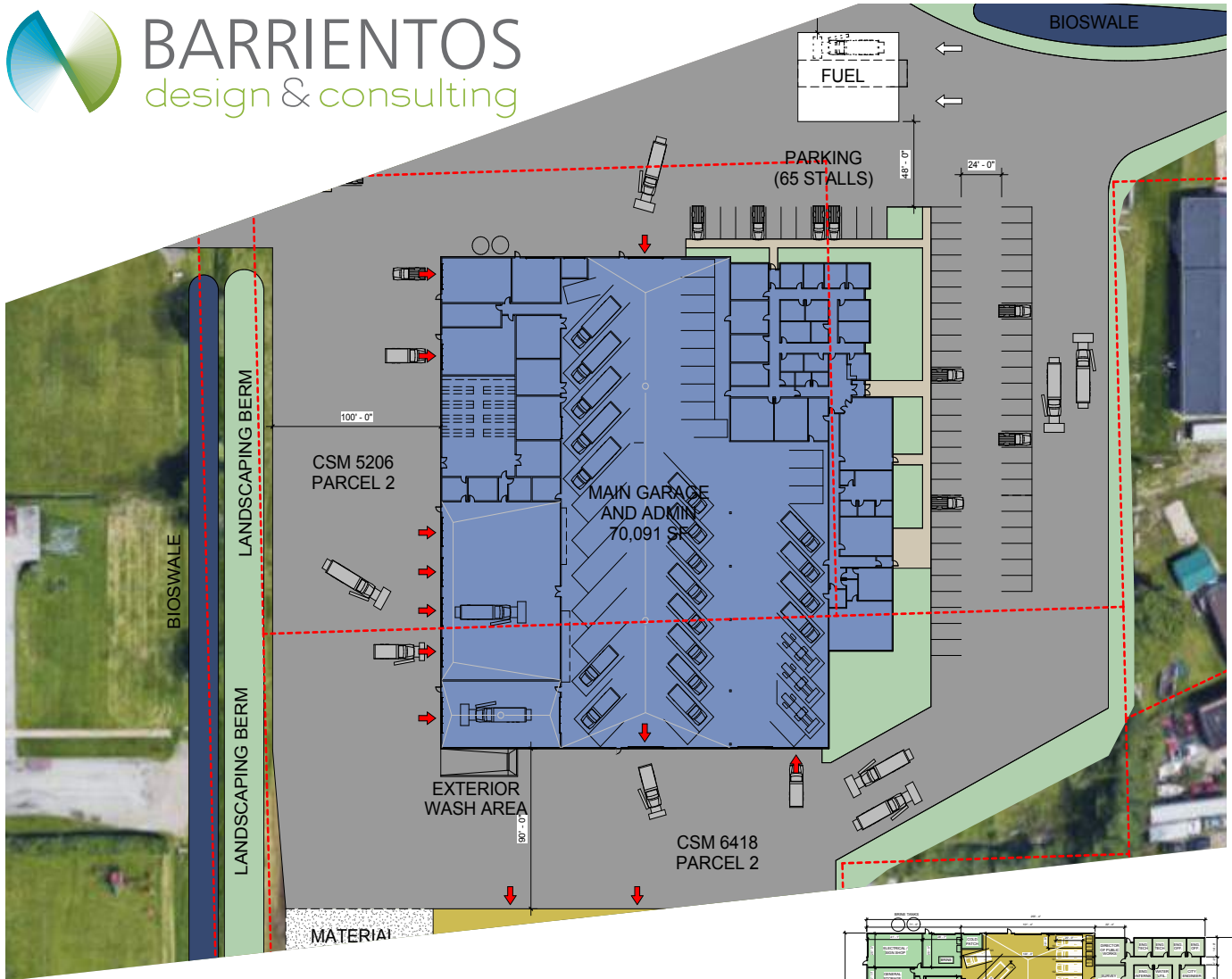


Size: 73,000 SF

Cost: \$14,200,000 Est

Completion: Preliminary Design Complete

Client: Theran Jacobsen, Director of Public Works,
(608) 848-6801, City of Verona



CITY OF CUDAHY PUBLIC WORKS
DEPARTMENT

Cudahy, WI

The city of Cudahy hired Barrientos Design to assess both the building and yard space needs for the Public Works Department, which also encompasses the Parks Department, in order to determine the best direction for replacing their public works department. Initially, Barrientos Design analyzed current vehicle needs and employee counts, as well as factoring in future growth.

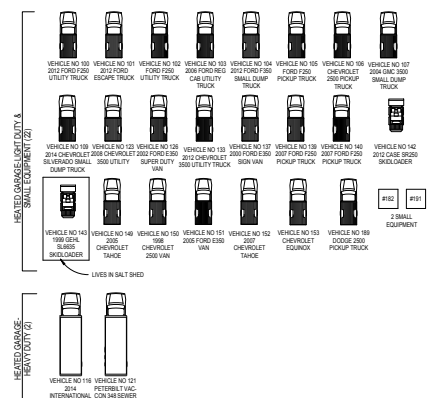
At the same time, Barrientos Design developed a concept design for the new building, using square footage counts determined by the space needs analysis. Barrientos worked extensively with the City of Cudahy to determine the best location for many offices and programmatic spaces. The garage is centered around a double-aisle heated garage, which provides parking for vehicles as well as emergency equipment.

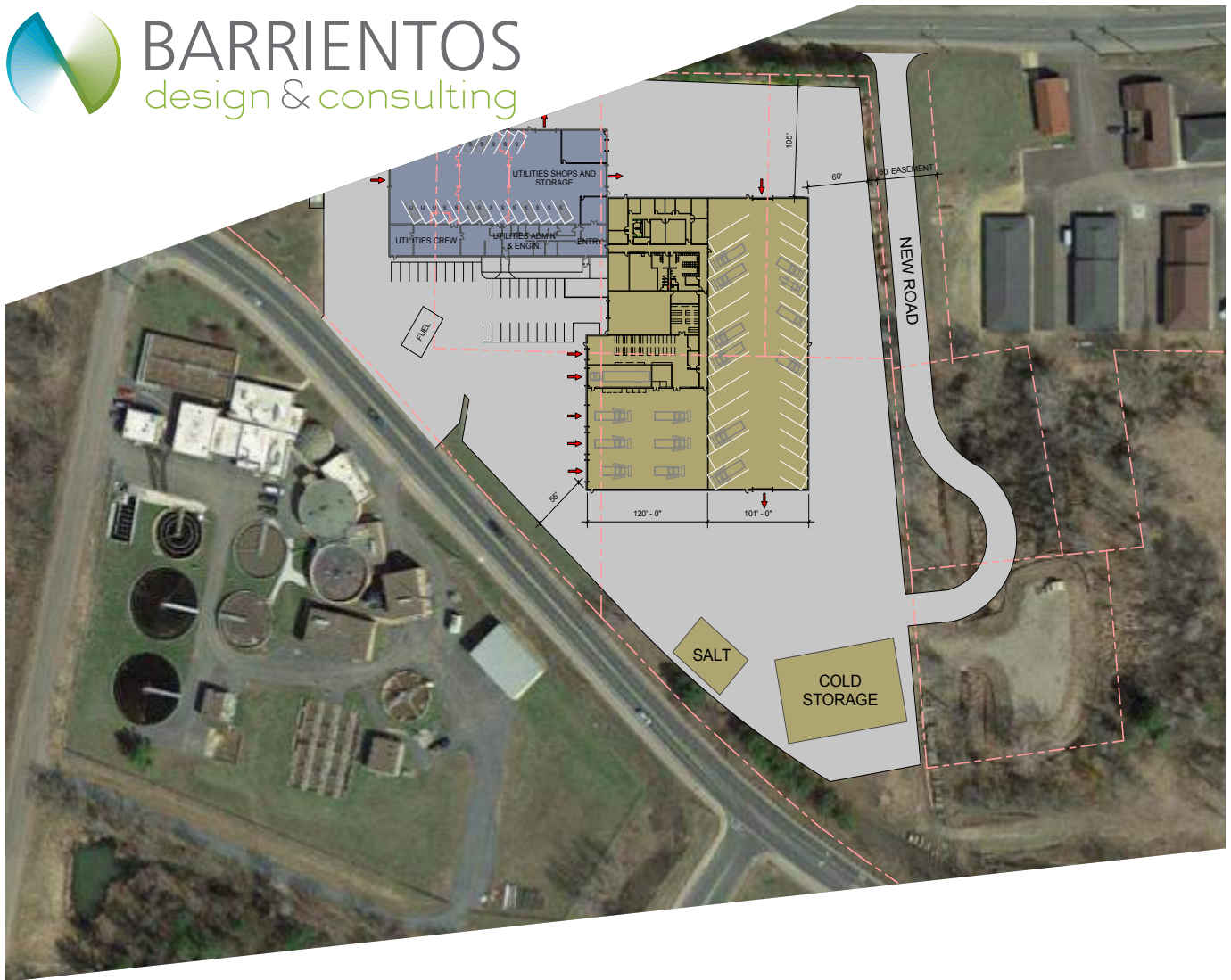
Size: 83,000 SF

Cost: \$15,200,000 Est

Completion: Preliminary Design Complete

Client: Mary Jo Lange, Director of Public Works,
(414) 769-2253, City of Cudahy





CITY OF MENOMONIE PUBLIC WORKS DEPARTMENT

Menominee WI

Barrientos was charged with the task of combining the streets and utilities departments on an existing site with a 63,000 square foot addition to a 26,000 existing metal building. We placed a common entry at the junction between the two structures. The smaller Utilities department will be housed in the renovated existing building and the Streets department will be in the new precast building addition. The combined fleet of 13 heavy, 17 medium, and 24 light duty vehicles will fit comfortably. The addition contains a 6 bay repair garage, parking for a low boy truck/trailer, parts storage, sign and carpentry shop, generous crew quarters, and new administration functions.



Size: 62,200 SF

Cost: \$9,100,000 Est

Completion: Preliminary Design Complete

Client: Randy Eide, Director of Public Works,
715) 232-2207, City of Menomonee

NORMAN BARRIENTOS

president, principal architect

Norman Barrientos brings 36 years of architectural design experience focusing on the design of fleet maintenance facilities which involve fleet repair garages, fabrication shops, parts storage, heavy vehicle parking, crew quarters and extensive Yard facilities. The first building Mr. Barrientos designed under his licensed supervision was a maintenance facility for a water utility. That was back in 1988 and since then he has gone on to design and plan over 50 maintenance facilities. He has become Wisconsin's leading expert on the design of fleet facilities and he has delivered seminars on the subject at professional trade events.

norman@barrientosdesign.com



registration

Professional Architect:
WI, MN, IL, IA, MI, FL, MA, NCARB

education

Bachelor of Architecture, 1984
University of Minnesota

project experience

- Polk County New Central Maintenance Garage
- Jefferson County New Central Maintenance Facility
- City of Madison Parks Department Maintenance Franklin Field Master Plan
- Manitowoc County New Maintenance Facility
- City of Sun Prairie New Fleet Repair Garage
- City of Milwaukee Fire Department Maintenance Facility Renovation and Expansion Study
- City of Milwaukee Public Works Garage Consolidation Study
- Door County New Maintenance Facility
- Menominee County New Maintenance Facility
- Milwaukee County Central Fleet Garage, Master Plan
- Fond du Lac County New Central Public Works Garage Master Plan and Schematic Design
- Brown County Public Works New Central Garage, Master Plan and Schematic Design
- Fond Du Lac County Public Works Satellite Shop
- City of Sun Prairie Public Works New Central Garage
- City of Oconomowoc Utilities Shop Expansion
- Oneida County Central Garage Master Plan
- Sheboygan County New Central Garage Master Plan and Schematic Design
- Milwaukee County New North Satellite Shop

BRIAN HUTCHINSON

project architect

Brian has 19 years of diverse Architectural experience in higher education, commercial and industrial building types. Projects include heavy-duty vehicle repair and storage facilities, large-scale residential, higher education, banks, clinics, and laboratories. From initial design through construction administration, Brian's experience has allowed him to develop solid working relationships with many owners, consulting engineers, and contractors. Attention to details and building codes has greatly assisted him in completing many successful projects. Brian is also well-versed in Revit BIM modeling software.

bhutchinson@barrientosdesign.com



education:

University of Wisconsin - Milwaukee Masters of Architecture, 1999

University of Colorado, Denver, B.A. Mathematics with Honors

community boards:

WI Waterfowl Association, Cedar Creek Chapter
Co-Chair

references:

Brett Triebel
Operations Manager
American Packaging Corporation
100 APC Way
Columbus, WI 53925
920-623-1063

project experience

Calumet County County Highway Garage

Jefferson County New Central Maintenance Facility

WE Energies Oak Creek Offices

Fond du Lac County New Central Public Works Garage Master Plan and Schematic Design

Brown County Public Works New Central Garage, Master Plan and Schematic Design

Fond Du Lac County Public Works Satellite Shop

Oneida County Central Garage Master Plan

Sheboygan County New Central Garage Master Plan and Schematic Design

City of New Berlin Public Works Facilities Study

DOUGLAS FORTON

project architect

Doug brings 16 years of professional practice and wealth of experience specifically with county and municipal heavy-duty vehicle repair facilities. Additionally, he has performed as lead design architect on a wide variety of projects including educational, recreational, religious facilities, office buildings, community centers, and municipal government buildings. He has a strong background in master planning and has seen several heavy-duty repair garage building designs through to completion. Doug is very well versed in Revit BIM software along with visualization techniques.

dforton@barrientosdesign.com



education:

UW-Milwaukee 2004

School of Architecture & Urban Planning

references:

Emil Norby

Polk County Highway Commissioner

518 Main Street P.O. Box 248

Balsam Lake, WI 54810

Phone: (715) 485-8723

project experience

Polk County New Central Maintenance Garage

Jefferson County New Central Maintenance Facility

City of Milwaukee Public Works Garage Consolidation Study

City of Verona DPW Programming & Master Plan

Fond du Lac County New Central Public Works Garage Master Plan and Schematic Design

Brown County Public Works New Central Garage, Master Plan and Schematic Design

Fond Du Lac County Public Works Satellite Shop

Oneida County Central Garage Master Plan

Marathon County Highway, Space Needs Analysis

Sheboygan County New Central Garage Master Plan and Schematic Design

Waupaca County Master Plan and Preliminary Design

City of Delafield Public Works Garage Repair Bay Expansion

THOMAS MALLMANN
architectural designer

Tom brings 15 years of experience working with a variety of project types from residential to commercial and industrial. He was the lead designer on the new 117,500 SF Jefferson County Highway Department's new garage and repair facility. Tom's professional interests include green architecture with an emphasis on sustainable design, recycling and using local sources of materials to reduce the impact of the act of building. To this end he helped to introduce the viability of solar power to Fond du Lac County which they used in the design of their new satellite shop to offset the entire buildings electrical costs.

tmallmann@barrientosdesign.com



education:

UW-Milwaukee 2005

Bachelor of Science, Architectural Studies,

community boards:

Kinnikinnic Art Stop Selection Committee

references:

Dave Felton
Felton Engineering, LLC
12910 Hawthorne Lane
New Berlin, WI 53151
(262) 425-6630

project experience

Jefferson County New Central Maintenance Facility

Oneida County Central Garage Master Plan

Calumet County Central Garage Expansion, Master Plan and Design

Dodge County, Lomira Satellite Garage and Salt Storage

Three DNR Ranger Stations in Prentice, Plover and Tomah

Sustainable Design Report for Fond du Lac County, Campbellsport Satellite Garage

LISA MORGEN

interior designer

Lisa is an interior designer with 8 years experience in the public, healthcare, corporate and educational design markets. She is versed in project management, programming, space planning, furniture and finish selections, AutoCAD and the development of standards. Her work includes the renovation of lobbies, offices, exam rooms, higher education classrooms and innovation showcases.

In her free time, she enjoys hiking, cross-country skiing, yoga, and photography.

lmorgen@barrientosdesign.com



education

Bachelor of Arts
Brandeis University

Associates Degree Interior Design
Milwaukee Area Technical College 2010

references:

Brett Triebel
Operations Manager
American Packaging Corporation
100 APC Way
Columbus, WI 53925
920-623-1063

project experience

Jefferson County New Central Maintenance Facility

WE Energies Oak Creek Offices

Fond Du Lac County Public Works Satellite Shop

Mount Mary University, Student Welcome Center

Milwaukee Area Technical College, Academic Advising Center

Calumet County Central Garage Expansion, Master Plan and Design

Fond Du Lac County Public Works Satellite Shop

American Packaging Corporation, New Office Addition

Department of Military Affairs, Madison Armory Building

Steinmeyer Office Building, Interior Remodeling

HARWOOD ENGINEERING CONSULTANTS, LTD.

255 North 21st Street, Milwaukee, Wisconsin 53233
(414) 475-5554 | www.hecl.com

Employees:	39		
Organized:	1973	FEIN No.:	39-1498508
Incorporated:	1983	Legal Status:	Corporation
Total Years In Business:	45	WI Professional Registration:	2053-11

HARWOOD ENGINEERING CONSULTANTS, LTD.

We are a multi-disciplinary architectural engineering consulting firm specializing in the built environment as it relates to building systems development. The firm is located in the Menomonee Valley in Milwaukee, Wisconsin serving the public and private sector since 1973. The highly qualified staff includes LEED® Accredited Professionals, Structural Engineers, Civil Engineers, Plumbing / Fire Suppression Designers, Mechanical Engineers and Designers, Electrical Engineers, Specialty Lighting Designers, and Licensed Registered Communications Distribution Designers. Currently Harwood employs over 40 professionals.

MISSION

Harwood Engineering's mission is to consistently deliver excellent, creative, and professional engineering solutions that enhance the quality of human environment while meeting the functional needs and economic goals of the Building Owner.



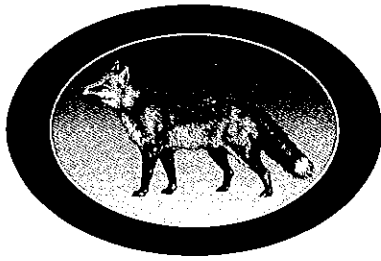
MARKETS WE SERVE

Commercial/Retail:	Offices, Financial Institutions, Retail Shopping Centers, Airport Kiosks, Restaurants
Education:	Higher Education, Lower Education, Childcare Centers, Athletic/Training Facilities
Healthcare:	Research/Laboratory, Clean Rooms, Hospitals, Medical Office Buildings, Clinics, Specialty Practice, Senior Living Facilities; Independent Living, Assisted Living, Residential Care Apartment Complex (RCAC), Skilled Nursing Facilities, Community Based Residential Facility (CBRF)
Hospitality:	Hotel, Motel, Casino / Gaming, Resort/Spa
Housing:	Mixed-Use, Multi-Family, Student Residence
Industrial:	Manufacturing Plants
Parking Structures:	Underground Post Tensioned Structure Multi Story Buildings, Post Tensioned Stand Alone, Precast Stand Alone, Skywalk Connectors
Worship:	Churches, Synagogues, Temples, Fellowship Halls
Public Buildings:	911 Communications Centers, Emergency Operations Centers, Police Stations, Fire Stations, Municipal Garages, Courthouses, Justice Centers, Jails, Maximum Security Institutions, Data Centers, Libraries
Recreational:	Waterparks, Fitness & Wellness Centers, Public Attraction, Parks, Ice Arenas,

IN HOUSE DESIGN SERVICES

Harwood Engineering Consultants in-house Design Services include Feasibility Studies, Engineering Analysis (life cycle costs/benefits), Building Assessment and Needs Analysis, Project Management, and Construction Observation. Harwood has extensive project experience in new construction, remodeling, adaptive reuse, green architecture, mixed use, and all types of project delivery methods (traditional design-bid build, design-build, and design-build-operate-maintain).

Our expertise extends from small additions to multi-million dollar structures. We work closely with Clients and entire Project Teams to ensure the designs are successfully integrated into the Architectural Vision and coordinated with all building systems.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: June 28, 2019

Re: Recommendation for Approval of the Agreement for Water Utility Management and Operations Services

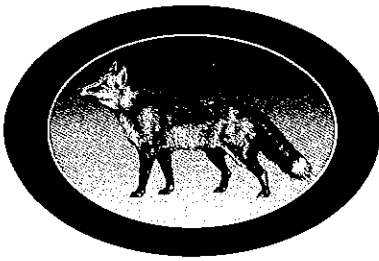
In 2014, City Water was retained by the Village of Fox Point to assist in the operation of the Water Utility. This relationship continued on a month-to-month basis until a three year contract was negotiated and approved in 2016. Over the course of the last approximate six (6) months, staff has been working with City Water management to determine the most efficient and cost effective manner to continue the relationship.

To that end, three options were considered:

- Maintain the status quo whereby City Water provides a water utility manager for 20 hours per week and a water utility operator another 20 hours per week with the Village providing another water utility operator (who was, for the most part, full time within the department). Under this option, the Village performs the vast majority of water main break repairs and assists in coordinating restorations in the spring and summer. The current rate under this scenario is \$8,000 per month
- A second option was to have City Water coordinate all aspects of the water utility. That is, the Village would no longer provide staff to the department, City Water would be required to contract out all water main break repairs and restorations, and would have to provide an additional full time employee to manage and operate the department.
- The third option maintains the relationship with City Water but only from a management perspective. That is, City Water provides a water utility manager to the Village 20 hours per week (consistent with the current relationship) but the Village staffs the department with internal DPW employees.

After discussing the three options with the Village Manager, staff and City Water, the third option was selected as the preferred alternative. The cost to the Village for City Water's services drops to \$5,900 per month for the first twelve (12) months of the contract and the Village assumes some additional operational responsibilities within the department.

Therefore, it is our recommendation that the Village Board accept the three year contract from City Water to provide water management services for 20 hours per week and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.

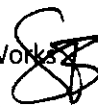


VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: June 28, 2019

Re: Approve the Green Infrastructure Partnership Program Funding Agreement with the Milwaukee Metropolitan Sewerage District

As part of this year's road and utility reconstruction project along Calumet Road, Village staff worked with our consultant (Kapur & Associates) to submit a Green Infrastructure Partnership Program (GIPP) grant application to the Milwaukee Metropolitan Sewerage District (MMSD) to fund a portion of the green infrastructure being constructed along Calumet Road.

In April, staff was informed that the Village was awarded a little over \$250,000 through the GIPP funding process and, combined with the approximate \$125,00 in Green Solutions funding from MMSD, will have approximately \$375,000 in grant funding to cover the costs of the stormwater green infrastructure improvements along Calumet Road. This represents approximately 72 percent of the total overall stormwater costs (approximately \$520,000) for the project.

The GIPP Funding Agreement requires maintenance much like our obligations under the Green Solutions Program and, considering that the improvements are located within the Village right of way, is something that is relatively easy to maintain. Therefore, it is my recommendation that the Village Board approve the GIPP Funding Agreement and authorize the Village President and Village Clerk/Treasurer to sign the agreement on behalf of the Village.



Green Infrastructure Funding Agreement G98004P30

2019 Road and Utility Reconstruction

1. The Parties

This Agreement is between:

- A. the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446; and
- B. the Village of Fox Point (Fox Point), 7200 North Santa Monica Boulevard, Milwaukee, Wisconsin 53217.

2. Basis for this Agreement

- A. The District is responsible for collecting and treating wastewater from local sewerage systems.
- B. During wet weather events, stormwater enters local sewerage systems, increasing the volume of wastewater that the District must convey and treat, and directly enters surface waters, increasing pollution levels in those waterways and increasing the risk of flooding.
- C. Green infrastructure includes bioswales, cisterns, constructed wetlands, green roofs, native landscaping, porous pavement, rain barrels, rain gardens, soil amendments, and trees.
- D. Green infrastructure reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface water.
- E. The District's wastewater discharge permit requires the construction of new green infrastructure retention capacity.
- F. The District wants to promote the installation of green infrastructure.

G. Fox Point owns land at the intersection of East Calumet Road and North Crossway Road and along East Calumet Road between North Bell Road and North Santa Monica Boulevard (Land) and wants to install green infrastructure on the Land.

H. The Wisconsin Department of Natural Resources has made Clean Water Fund loans available to the District for the construction of municipal green infrastructure.

3. Date of Agreement

This Agreement becomes effective when signed by both parties and ends December 31, 2021, except for the annual maintenance reports required by sec. 5.C, the operation and maintenance requirements of sec. 10, and the transfer of ownership notification requirement of sec. 11.

4. The Green Infrastructure

Fox Point will:

A. install on the Land a bioswale with an area of 3,750 square feet and a bioretention area with an area of 15,400 square feet, providing a detention capacity of 363,272 gallons (Green Infrastructure);

B. complete construction before December 31, 2021;

C. install educational signage that:

(1) is either designed and provided by the District or provided by Fox Point and approved by the District,

(2) is in a location approved by the District, and

(3) identifies the District as funding the Green Infrastructure, by name, logo, or both;

D. identify the District as funding the Green Infrastructure in any printed matter, web sites, and any other informational materials regarding the Green Infrastructure;

E. install all Green Infrastructure components described in the application for funding;

F. allow the District to inspect the Green Infrastructure and review maintenance records;

G. allow the District to identify Fox Point and describe the Green Infrastructure in publicity regarding green infrastructure;

H. inform the District of any promotional events for the Green Infrastructure arranged by Fox Point and allow the District to participate; and

- I. allow the District to access the Green Infrastructure at reasonable times for promotional events arranged by the District, after notice from the District.

5. Reports

A. Fox Point will provide to the District:

- (1) a project schedule within 30 days after this Agreement becomes effective;
- (2) monthly progress reports, describing the actions initiated and completed since the preceding report, until the completion of construction. These reports are due before the 10th day of each month, starting with the month after submission of the Green Infrastructure schedule;
- (3) plans, including planting plans, and specifications for the Green Infrastructure at least three weeks before the commencement of construction. If requested by the District, then Fox Point will meet with the District to discuss potential improvements;
- (4) a Baseline Report, using a template provided by the District. This report is due after the conclusion of construction. At a minimum this report will include:
 - (a) a site drawing, showing the completed green infrastructure;
 - (b) a topographic map of the project site;
 - (c) a legal description of the property where the Project is located and the parcel identification number;
 - (d) design specifications and dimensions for all green infrastructure, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
 - (e) a tabulation of the bids received, including bidder name and price;
 - (f) a list of the permits obtained for the Project;
 - (g) a copy of the signed construction contract;
 - (h) photographs of the completed Project;
 - (i) a maintenance plan;
 - (j) an itemization of all design, construction, and education and outreach costs, with supporting documentation;
 - (k) a W-9 Tax Identification Number form;
 - (l) a Small, Women's, and Minority Business Enterprise Report;
 - (m) an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the Project by Fox Point, contractors, consultants, and volunteers;
 - (n) a Clean Water Fund Loan Program Disadvantaged Business Enterprise Good Faith Certification Form (EIF Form 8700-294); and
 - (o) a Clean Water Loan Program Disadvantaged Business Enterprise Subcontractor Utilization Form (EPA Form 6100-4).

- B. To submit the reports required by par. (A), Fox Point must use the District's web-based project management information system (e-Builder).
- C. Fox Point will provide annual maintenance reports. These reports will summarize Green Infrastructure performance and maintenance activities during the preceding twelve months. This report is due December 31 of each year. The District must receive these reports for the ten calendar years following the completion of construction. Fox Point will use the reporting form available from the District and submit the form as directed by the District.
- D. Fox Point will provide the required reports, not a consultant or contractor.
- E. Reports that are late or incomplete may be a basis for terminating this Agreement or making Fox Point ineligible for future funding.

6. Maintenance Covenant

After the completion of construction, Fox Point will execute a Maintenance Covenant in favor of the District. The extent of the Maintenance Covenant will be limited to the Green Infrastructure. The duration of the Maintenance Covenant will be twenty years. The District will draft and record the Maintenance Covenant.

7. District Funding

- A. The District will reimburse Green Infrastructure installation costs up to \$250,405 or 50% of Green Infrastructure installation costs, whichever is less.
- B. The District will reimburse costs at the rate of \$1.76 per gallon of as-built detention capacity, except for soil amendments, which the District will reimburse at a rate of \$0.50 per gallon of detention capacity; rain barrels, which the District will reimburse at a rate of \$0.90 per gallon of detention capacity; and pavement removal, which the District will reimburse at a rate of \$0.50 per gallon of detention capacity. Pavement removal is eligible for reimbursement only if green infrastructure with an equivalent area replaces the pavement.
- C. The basis for reimbursement will be the detention capacity identified in the Baseline Report, as approved by the District.
- D. Beyond financial support for the Green Infrastructure, the District will not be involved in design, construction, maintenance, or operation.

8. Procedure for Payment

- A. Along with or after the Baseline Report required by sec. 5.A(4), Fox Point will submit an invoice to the District for the amount to be reimbursed.
- B. The District will provide reimbursement only if:

(1) Fox Point provides the schedule, monthly reports, and Baseline Report required by sec. 5(A);

(2) Fox Point completes construction before December 31, 2021;

(3) the District receives the invoice before December 31, 2021; and

(4) Fox Point executes the Maintenance Covenant after the completion of construction.

C. Fox Point will invoice the District after the project is completed and Fox Point has complied with all requirement of this Agreement. Invoices will include: an invoice number, the dates covered by the invoice, a summary of the work performed, the Green Infrastructure Funding Agreement Number (G98004P30) and the name of the District's project manager (Andrew Kaminski). To submit invoices, the Consultant will use the District's web-based project management information system (e-Builder).

9. Green Infrastructure Changes

The District will not pay for green infrastructure not described in the application for funding without prior written approval from the District. Fox Point must notify the District before decreasing Green Infrastructure detention capacity. The District may reduce the reimbursement amount or terminate this Agreement in response to a reduction of detention capacity.

10. Operation and Maintenance

Fox Point will operate and maintain the Green Infrastructure for at least twenty years. If the Green Infrastructure fails to perform as anticipated or if maintaining the Green Infrastructure is not feasible, then Fox Point will provide a report to the District explaining the failure of the Green Infrastructure or why maintenance is not feasible. Failure to maintain the Green Infrastructure will make Fox Point ineligible for future District funding until Fox Point corrects the maintenance problems.

11. Transfer of Ownership or Maintenance Responsibilities

Fox Point will notify the District before transferring ownership of the Land or maintenance responsibilities for the Green Infrastructure. The District must receive this notice at least 30 days in advance.

12. Utilization of Disadvantaged Businesses

Fox Point will give disadvantaged business enterprises an opportunity to compete for work on this Green Infrastructure by soliciting quotes or bids from those businesses to the maximum extent possible. Disadvantaged businesses include small businesses and businesses owned by

women, minorities, or veterans. The District's procurement office will provide a list of these businesses upon request.

13. Responsibilities of Fox Point

Fox Point is solely responsible for:

- A. planning, designing, constructing, and maintaining the Green Infrastructure, including selecting and paying consultants, contractors, and suppliers;
- B. the safety of employees, contractors, and guests;
- C. compliance with all federal, state, and local laws and any permits, certificates, or licenses required to complete the Green Infrastructure; and
- D. insurance. The District will not provide any insurance coverage of any kind for the Green Infrastructure or Fox Point.

14. Indemnification

Fox Point will defend, indemnify, and hold harmless the District and the District's Commissioners, employees, and agents against any damages, costs, liability, and expense whatsoever, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the Green Infrastructure. Nothing in this Agreement is a waiver of the opportunity and right to rely upon the process, limitations, and immunities set forth in Wis. Stats., sec. 893.80.

15. Modifying this Agreement

Any modification to this Agreement will be in writing and signed by the District and Fox Point.

16. Terminating this Agreement

- A. The District may terminate this Agreement at any time before the commencement of construction. After construction has commenced, the District may terminate the Agreement only for good cause, including, but not limited to, breach of this Agreement by Fox Point.
- B. Fox Point may terminate this Agreement at any time, but will not receive any payment from the District if the Green Infrastructure is incomplete.

17. Exclusive Agreement

This Agreement is the entire agreement between Fox Point and the District regarding reimbursement for the Green Infrastructure.

18. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

19. Applicable Law

The laws of the State of Wisconsin govern this Agreement.

20. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually acceptable mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after a mediation session, then either party may take the matter to court.

21. Notices

All notices and other communications related to this Agreement will be in writing and will be considered given as follows:

- A. when delivered personally to the Fox Point's address as stated on this Agreement; or
- B. three days after being deposited in the United States mail, with postage prepaid to the Fox Point 's address as stated on this Agreement.

22. Independence of the Parties

This Agreement does not authorize any party to make promises binding upon the other party or to contract on the other party's behalf.

23. Assignment

Fox Point may not assign any rights or obligations under this Agreement without notice to the District.

24. Public Records

Fox Point will produce any records in the possession of Fox Point that relate to this Agreement and are requested from the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. Fox Point will indemnify the District against any claims, demands, and causes of action resulting from the failure to comply with this requirement.

25. Conflicts

If Fox Point identifies a relationship with the District or the District's Commissioners or staff that could provide an advantage or cause a conflict of interest and if Fox Point did not disclose this relationship in the application for funding, then Fox Point will notify the District within five (5) days of identifying it.

26. Signature Authority

The persons signing this Agreement certify they have authority from the entity they represent to execute this Agreement.

27. Inspection by the Department of Natural Resources

Fox Point will allow the Department of Natural Resources to inspect the project during construction.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

VILLAGE OF FOX POINT

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

By: _____
Douglas Frazer
Village President

Date _____

Date _____

Approved as to Form

Attorney for the District

VILLAGE OF FOX POINT FARMERS MARKET WEEK
August 4th-10, 2019

A PROCLAMATION

WHEREAS Wisconsin farmers provide citizens with access to healthful, locally, and regionally produced foods through farmers markets, which are expanding and evolving to accommodate the demand for a diverse array of agricultural products, and

WHEREAS farmers markets and other agricultural direct marketing outlets provide infrastructure to assist in the distribution of farm and value-added products, thereby contributing approximately \$9 billion each year to the U.S. economy, and

WHEREAS farmers markets serve as significant outlets by which small-to-medium, new and beginning, and veteran agricultural producers market agricultural products, generating revenue that supports the sustainability of family farms and the revitalization of rural communities nationwide, and

WHEREAS the Village of Fox Point recognizes the importance of expanding agricultural marketing opportunities that assist and encourage the next generation of farmers and ranchers; generate farm income to help stimulate business development and job creation; build community connections through rural and urban linkages; and more;

NOW, THEREFORE, to further awareness of farmers markets' contributions to Village life, I, Douglas H. Frazer, President, do hereby proclaim the week of August 4-10, 2019, as Village of Fox Point Farmers Market Week, in conjunction with the observance of National Farmers Market Week.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of July 2019, the two-hundred forty-third year of the Independence of the United States of America.

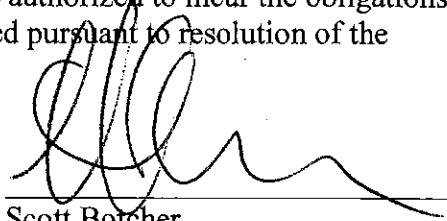
Dated this 9th day of July , 2019

Attest:

Douglas H. Frazer
Village President

Kelly A. Meyer, CMC/WCMC
Village Clerk Treasurer

This is to certify that the attached is true and correct list of bills due for a period from June 1- 30, 2019, in the total amount of \$1,090,265.29. 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 July 9, 2019.

Douglas H. Frazer
Village President

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	JULY 2019	LIFE INSURANCE	06/11/2019	1,025.92	06/14/2019
Total 10-21520 GROUP LIFE:					1,025.92	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	JUNE 2019	POLICE DUES	06/27/2019	405.00	06/28/2019
Total 10-21525 UNION DUES:					405.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0613192	Deferred Comp NICHOLAS Pay	06/13/2019	50.00	06/14/2019
375	NORTH SHORE BANK, FSB	PR0613192	Deferred Comp NORTH SHORE	06/13/2019	685.00	06/14/2019
375	NORTH SHORE BANK, FSB	PR0627192	Deferred Comp NICHOLAS Pay	06/26/2019	50.00	06/28/2019
375	NORTH SHORE BANK, FSB	PR0627192	Deferred Comp NORTH SHORE	06/26/2019	685.00	06/28/2019
1622	WELLS FARGO BANK, N.A.	PR0613191	Deferred Comp WI DEFER - PRE	06/13/2019	6,233.40	06/14/2019
1622	WELLS FARGO BANK, N.A.	PR0613191	Deferred Comp WI DEFER - RO	06/13/2019	1,064.62	06/14/2019
1622	WELLS FARGO BANK, N.A.	PR0627191	Deferred Comp WI DEFER - PRE	06/26/2019	6,383.40	06/28/2019
1622	WELLS FARGO BANK, N.A.	PR0627191	Deferred Comp WI DEFER - RO	06/26/2019	1,064.62	06/28/2019
101991	VANTAGEPOINT TRANSFER AG	PR0613191	Deferred Comp ICMA-PRETAX	06/13/2019	962.30	06/14/2019
101991	VANTAGEPOINT TRANSFER AG	PR0627191	Deferred Comp ICMA-PRETAX	06/26/2019	962.30	06/28/2019
Total 10-21530 DEFERRED COMPENSATION:					18,140.64	
10-21550 FILL PERMIT DEPOSIT						
59	DIMITROPOULOUS, PETER	5.000274 REISSUE	FILL DEPOSIT REFUND REISSU	06/27/2019	5,000.00	06/28/2019
Total 10-21550 FILL PERMIT DEPOSIT:					5,000.00	
10-23000 WORKERS COMPENSATION						
1658	R & R INSURANCE SERVICES, I	2064380	WORKERS COMP	06/11/2019	24,743.00	06/14/2019
Total 10-23000 WORKERS COMPENSATION:					24,743.00	
10-44120 LIQUOR/TOBACCO LICENSES						
528	GIHZA II FOX POINT INC.	1.054524	REFUND BARTENDER	06/06/2019	240.00	06/14/2019
Total 10-44120 LIQUOR/TOBACCO LICENSES:					240.00	
10-44500 ESTATE SALES PERMIT						
444	CREAM CITY ESTATE	8.001843	DEPOSIT 7600 LAKE	06/11/2019	500.00	06/14/2019
444	CREAM CITY ESTATE	8.002511	DEPOSIT 1030 THOORN	06/11/2019	500.00	06/14/2019
4425	OPEN HOUSE ESTATE SALES	1.054510	7948 FAIRCHILD BOND	06/12/2019	500.00	06/14/2019
4536	LEGACIES, LTD.	8.002525	DEPOSIT 8274 GRAYLOG	06/19/2019	500.00	06/20/2019
4536	LEGACIES, LTD.	8.002570	1180 BYWATER REFUND DEP	06/26/2019	500.00	06/28/2019
Total 10-44500 ESTATE SALES PERMIT:					2,500.00	
10-45100 FINES/FORFEITURES						
387	GLENDALE POLICE DEPARTME	HOWARD/FELICIA	HOWARD/ FELICIA 12/1/89	06/19/2019	83.00	06/20/2019
Total 10-45100 FINES/FORFEITURES:					83.00	
10-46710 PAVILION RENTALS						
862	BRENNA, EMILY	8.002453	DEPOSIT	06/19/2019	50.00	06/20/2019
Total 10-46710 PAVILION RENTALS:					50.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-51100-310 SUPPLIES/EXPENSES						
2107	UW-MADISON	1739	BOR DVD	06/06/2019	60.00	06/20/2019
Total 10-51100-310 SUPPLIES/EXPENSES:					60.00	
10-51200-310 SUPPLIES/EXPENSES						
813	KLIMETZ LAW OFFICES	06/04/2019	SUBSTITUTE JUDGE	06/13/2019	150.00	06/14/2019
Total 10-51200-310 SUPPLIES/EXPENSES:					150.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	MAY 2019	DRIVER SUR/JAIL FEE	06/05/2019	924.61	06/07/2019
552	WISCONSIN, STATE OF - COUR	MAY 2019	MAY	06/05/2019	3,401.95	06/07/2019
Total 10-51200-395 COUNTY COURT FEES:					4,326.56	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	3241	VILLAGE ATTORNEY	06/27/2019	6,341.70	06/28/2019
Total 10-51300-218 VILLAGE ATTORNEY:					6,341.70	
10-51300-219 VILLAGE PROSECUTOR						
1924	STIPPICH SELIN & CAIN LLC	1384	PROSECUTOR	06/11/2019	1,568.00	06/14/2019
Total 10-51300-219 VILLAGE PROSECUTOR:					1,568.00	
10-51420-322 TRAINING						
339	METRO MUNICIPAL CLERK'S A	06/21/2019	LUNCHEON	06/04/2019	24.00	06/07/2019
Total 10-51420-322 TRAINING:					24.00	
10-51420-323 OFFICIAL PUBLICATIONS/NOTICES						
5895	MILW. JOURNAL SENTINAL (AD	700184-5-19	ACCOUNT 700184	06/11/2019	66.89	06/14/2019
Total 10-51420-323 OFFICIAL PUBLICATIONS/NOTICES:					66.89	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	142574	MONTHLY FEES	06/01/2019	2,664.96	06/07/2019
2706	ASSOCIATED APPRAISAL CON	143075	MONTHLY FEES	07/01/2019	2,664.96	06/28/2019
Total 10-51530-210 CONTRACT SERVICES:					5,329.92	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	25029050	MONTHLY COPIER	06/27/2019	231.00	06/28/2019
477	TAYLOR COMPUTER SERVICES	19178	VH-JUNE MANAGED	06/26/2019	181.10	06/28/2019
2028	GENERAL CODE	GC00107300	ANNUAL MAINTENANCE	06/01/2019	1,195.00	06/28/2019
2689	SPRUCE UP CLEANING	3530	MONTHLY	06/26/2019	1,583.37	06/28/2019
Total 10-51600-210 CONTRACT SERVICES:					3,190.47	
10-51600-220 GAS-HEAT						
535	WE-ENERGIES	5/20-6/19/19	3298-754-812	06/26/2019	34.60	06/28/2019
Total 10-51600-220 GAS-HEAT:					34.60	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	5/20-6/19/19	3298-754-812	06/26/2019	1,030.83	06/28/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-51600-221 ELECTRIC UTILITIES:					1,030.83	
10-51600-222 TELEPHONE UTILITIES						
1336	EARTHLINK BUSINESS	06/01/2019	7345438	06/11/2019	171.40	06/14/2019
2691	CENTURYLINK-BUSINESS SVC.	1469583224	87619173	06/11/2019	.49	06/14/2019
5312	AT & T- VILLAGE	05/22/2019	414 351-8900 758 7	06/04/2019	38.30	06/07/2019
Total 10-51600-222 TELEPHONE UTILITIES:					210.19	
10-51600-234 VILLAGE HALL MAINTENANCE						
327	MENARD'S - MILWAUKEE	85862	VLG SUPPLIES	06/06/2019	37.96	06/14/2019
360	NASSCO INC.	S2472815.001	PAPER PRODUCTS	06/06/2019	1,232.91	06/14/2019
360	NASSCO INC.	S2484281001	CLEANER	06/13/2019	486.51	06/28/2019
502	VILLAGE HARDWARE - VH	1867651	FLOOR CLEANER	06/12/2019	20.85	06/28/2019
502	VILLAGE HARDWARE - VH	1867661	MISC HARDWARE	06/12/2019	5.29	06/28/2019
502	VILLAGE HARDWARE - VH	1868091	FILTER	06/13/2019	10.06	06/28/2019
1710	UP NORTH SERVICES	3006	PEST CONTROL VLG	06/24/2019	45.00	06/28/2019
2241	ITU ABSORB TECH, INC	7246919	VLG	06/06/2019	31.60	06/14/2019
2241	ITU ABSORB TECH, INC	7256013	VILLAGE	06/06/2019	211.05	06/28/2019
2973	TIME WARNER CABLE	06/08/2019	10404-060459401-5001	06/13/2019	.00	06/14/2019
2973	TIME WARNER CABLE	06/08/2019--	10404-060459401-5001	06/08/2019	6.63	06/14/2019
4777	BATTERIES PLUS -	P15527622	BULB	06/12/2019	49.75	06/28/2019
5778	OFFICE COPYING EQUIPMENT	AR87777	VLG HALL COPIES	06/17/2019	250.76	06/20/2019
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					2,388.37	
10-51600-310 SUPPLIES/MISC EXPENSES						
2469	VERITIV OPERATING COMPANY	517-67855998	COPY PAPER	06/27/2019	303.00	06/28/2019
2476	RITEWAY BUSINESS FORMS	19-31878	GREEN CHECKS	06/26/2019	294.73	06/28/2019
3862	NEWPORT NETWORK Solutio	6122	CABLING	06/13/2019	545.00	06/14/2019
5033	OFFICE DEPOT -US COMMUNIT	325334207001	37360205-VLG	06/27/2019	41.88	06/28/2019
5033	OFFICE DEPOT -US COMMUNIT	32535304601	37360205-VLG	06/27/2019	40.99	06/28/2019
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					1,225.60	
10-51600-396 VILLAGE OPEN HOUSE						
886	MEGA BOUNCE LLC.	4989507	OPEN HOUSE	06/04/2019	349.22	06/07/2019
5033	OFFICE DEPOT -US COMMUNIT	297581797001-CR	CREDIT DOUBLE PAY 37360205	06/27/2019	25.19	06/28/2019
Total 10-51600-396 VILLAGE OPEN HOUSE:					324.03	
10-51700-510 INSURANCE						
1658	R & R INSURANCE SERVICES, I	2064381	PKG C	06/11/2019	24,062.00	06/14/2019
Total 10-51700-510 INSURANCE:					24,062.00	
10-51700-511 GROUP HEALTH - RETIREES						
435	RIES, DANIEL	10	HEALTH	06/01/2019	826.70	06/07/2019
638	KRIEFALL, DONALD A	38	HEALTH INSURANCE REIMBUR	06/01/2019	429.74	06/07/2019
1801	MILLER, DAN N	15	MONTHLY REIMBURSEMENT	06/01/2019	308.68	06/07/2019
Total 10-51700-511 GROUP HEALTH - RETIREES:					1,565.12	
10-51700-513 WORKER'S COMPENSATION						
5247	CONCENTRA MEDICAL CENTE	961859377/EYE	WEST/ALEXANDER	06/27/2019	390.16	06/28/2019

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Total 10-51700-513 WORKER'S COMPENSATION:					390.16	
10-51900-518 BAD DEBT EXPENSE						
5	PINCUS, MITCHELL	119648	REFUND - STOP PAYMENT	06/24/2019	35.00	06/25/2019
Total 10-51900-518 BAD DEBT EXPENSE:					35.00	
10-52100-180 RECRUITMENT						
229	ORGANIZATION DEVELOPEME	12590	ASSESSMENT	06/12/2019	1,350.00	06/14/2019
2954	WHEATON FRANCISCAN MEDI	144886	PRE EMPLOYMENT PHYSICAL	06/07/2019	640.00	06/14/2019
Total 10-52100-180 RECRUITMENT:					1,990.00	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
477	TAYLOR COMPUTER SERVICES	18749	PDMARCHMANGEDSVCS	06/26/2019	217.90	06/28/2019
477	TAYLOR COMPUTER SERVICES	19179	JUNE PD MANAGED	06/20/2019	438.50	06/20/2019
1751	ACTION HEATING COOLING & P	113428	FILTERS	05/30/2019	918.14	06/14/2019
5152	JAMES IMAGING SYSTEMS, IN	810526	MONTHLY PD	06/07/2019	86.52	06/14/2019
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					1,661.06	
10-52100-217 DISPATCHING CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	3650	QUARTERLY	06/27/2019	71,917.31	06/28/2019
Total 10-52100-217 DISPATCHING CONTRACT SERVICES:					71,917.31	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	5/20-6/19/19	6286-911-140	06/26/2019	347.24	06/28/2019
Total 10-52100-220 GAS UTILITIES:					347.24	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	5/20-6/19/19	9299-448-560	06/26/2019	22.71	06/28/2019
536	WE-ENERGIES	5/20-6/19/19	0699-070-169	06/26/2019	2,031.91	06/28/2019
Total 10-52100-221 ELECTRIC UTILITIES:					2,054.62	
10-52100-222 TELEPHONE UTILITIES						
1336	EARTHLINK BUSINESS	06/01/2019	7345438	06/11/2019	107.13	06/14/2019
2136	VERIZON WIRELESS	9831479796	786223225-00001	06/14/2019	275.77	06/14/2019
2691	CENTURYLINK-BUSINESS SVC.	1469583224	87619173	06/11/2019	.49	06/14/2019
2973	TIME WARNER CABLE	06/08/2019-	10404-038090401-6001	06/08/2019	13.25	06/14/2019
2973	TIME WARNER CABLE	20190609OTA	10404-038090401-6001	06/12/2019	.00	06/14/2019
2973	TIME WARNER CABLE	70433001060119	070433001	06/07/2019	442.99	06/14/2019
5312	AT & T-VILLAGE	06/22/2019	414 351-8900 758 7	06/04/2019	23.94	06/07/2019
Total 10-52100-222 TELEPHONE UTILITIES:					863.57	
10-52100-232 VEHICLE MAINTENANCE						
102081	GOODYEAR AUTO SERVICE CE	326420	OIL/ROTATE	06/07/2019	111.53	06/14/2019
102081	GOODYEAR AUTO SERVICE CE	326446	OIL	06/07/2019	24.11	06/14/2019
102081	GOODYEAR AUTO SERVICE CE	326692	OIL CHANGE	06/12/2019	24.11	06/14/2019
Total 10-52100-232 VEHICLE MAINTENANCE:					159.75	
10-52100-233 EQUIPMENT MAINTENANCE						
2727	INTOXIMETERS	629650	MOUTH PIECE	06/12/2019	46.00	06/14/2019

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5747	PROFESSIONAL ID CARDS, INC	13791	ID CARD	06/20/2019	12.50	06/20/2019
5839	LEXISNEXIS	1246411-20190531	MONTHLY FEE	06/07/2019	30.50	06/14/2019
5892	FLAG CENTER	76637	FLAG	06/07/2019	62.00	06/14/2019
Total 10-52100-233 EQUIPMENT MAINTENANCE:					151.00	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	186745	HOSE	06/12/2019	32.39	06/14/2019
503	VILLAGE HARDWARE - DPS	187014	MISC	06/20/2019	3.59	06/20/2019
1710	UP NORTH SERVICES	3005	POLICE PEST CONTROL	06/20/2019	40.00	06/20/2019
2644	DOORMASTER GARAGE DOOR	27812	REPAIR	06/27/2019	186.00	06/28/2019
Total 10-52100-234 BUILDING MAINTENANCE:					261.98	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	13782826	KRANDA	06/20/2019	130.00	06/20/2019
861	BLUE STONE PRODUCTS INC.	112715	ADAMAITIS	06/20/2019	314.65	06/20/2019
1294	Galls, LLC,-	12711814	ADAMAITIS	06/07/2019	63.99	06/14/2019
1294	Galls, LLC,-	12768856	WIESMUELLER	06/07/2019	137.98	06/14/2019
1294	Galls, LLC,-	12790102	NIEUWENHUIS	06/07/2019	77.98	06/14/2019
1294	Galls, LLC,-	13270897	KRANDA	06/20/2019	181.16	06/20/2019
1294	Galls, LLC,-	13351068	DUBNICKA	06/20/2019	26.99	06/20/2019
Total 10-52100-330 CLOTHING ALLOWANCE:					932.75	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2570091	POLICE 10586-10586	06/27/2019	329.91	06/28/2019
Total 10-52100-334 JANITORIAL SUPPLIES:					329.91	
10-52100-335 SCHOOL EXPENSES						
865	THE WATERS OF MINOCQUA	0WYJH1S21	ARENDT LODGING	06/27/2019	246.00	06/28/2019
1187	WI DARE OFFICERS CONFERE	2019CB	DARE CONFERENCE	06/14/2019	200.00	06/14/2019
1187	WI DARE OFFICERS CONFERE	2019KA	DARE CONFERENCE	06/14/2019	200.00	06/14/2019
Total 10-52100-335 SCHOOL EXPENSES:					646.00	
10-52200-224 NORTH SHORE FIRE DEPARTMENT						
54	NORTH SHORE FIRE DEPARTM	201928	3RD QTR OPERATING	06/27/2019	293,321.00	06/28/2019
Total 10-52200-224 NORTH SHORE FIRE DEPARTMENT:					293,321.00	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	4/29-5/29/19	3449-647-735	06/04/2019	216.15	06/07/2019
536	WE-ENERGIES	5/6-6/5/19	7083-911-529	06/11/2019	18.81	06/14/2019
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					234.96	
10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS						
502	VILLAGE HARDWARE - VH	186944/1	MISC	06/20/2019	18.46	06/20/2019
Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:					18.46	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	5/6-6/5/19	3217-867-834	06/11/2019	16.25	06/14/2019
536	WE-ENERGIES	5/6-6/5/19	7018-222-713	06/11/2019	16.25	06/14/2019
536	WE-ENERGIES	5/6-6/5/19	9024-478-778	06/11/2019	16.25	06/14/2019
536	WE-ENERGIES	5/6-6/5/19	6865-091-092	06/11/2019	16.25	06/14/2019

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Total 10-53400-221 BUS STOP-ELECTRIC:					65.00	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000365-1996-5	MSW	06/11/2019	8,192.43	06/14/2019
102164	WI DNR	2019 Environ Fee	ENVIROMENTAL FEE	06/04/2019	1,000.00	06/07/2019
Total 10-53630-370 LANDFILL FEES:					9,192.43	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0056430-2286-5	YARDWASTE	06/11/2019	1,400.64	06/14/2019
1298	WASTE MANAGEMENT OF WI-M	0056547-2286-6	YARDWASTE	06/26/2019	2,558.27	06/28/2019
Total 10-53642-400 MATERIALS:					3,958.91	
10-53700-300 MISCELLANEOUS EXPENSE						
43	AUTO PARTS & SERVICE	791575	GLOVES	06/06/2019	15.49	06/14/2019
43	AUTO PARTS & SERVICE	792023	BRAKEFLUID	06/06/2019	12.79	06/14/2019
43	AUTO PARTS & SERVICE	792634	MISC	06/05/2019	40.15	06/28/2019
43	AUTO PARTS & SERVICE	793221	LAMP	06/12/2019	20.28	06/28/2019
502	VILLAGE HARDWARE - VH	186079.1	HOSE	06/06/2019	4.30	06/14/2019
502	VILLAGE HARDWARE - VH	186353/1	NUTS BOLTS	06/14/2019	3.60	06/14/2019
1074	MATHESON TRI-GAS, INC	51469522	ARGON	06/24/2019	24.80	06/28/2019
2241	ITU ABSORB TECH, INC	7242625	SHOP	06/06/2019	11.51	06/14/2019
2241	ITU ABSORB TECH, INC	7246917	SHOP	06/06/2019	11.51	06/14/2019
2241	ITU ABSORB TECH, INC	7251636	SHOP	06/06/2019	11.51	06/14/2019
2241	ITU ABSORB TECH, INC	7256011	SHOP	06/06/2019	11.51	06/28/2019
2241	ITU ABSORB TECH, INC	7260426	SHOP	06/13/2019	11.51	06/28/2019
4554	TERMINAL SUPPLY CO.	33934	MISC HARDWARE	06/06/2019	197.09	06/14/2019
4554	TERMINAL SUPPLY CO.	38588	LYNCH PIN	06/06/2019	18.00	06/14/2019
Total 10-53700-300 MISCELLANEOUS EXPENSE:					394.05	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	790960	PIPE	06/06/2019	82.07	06/14/2019
43	AUTO PARTS & SERVICE	791410	ROTOR	06/06/2019	78.14	06/14/2019
43	AUTO PARTS & SERVICE	791575	CLAMP	06/06/2019	22.87	06/14/2019
43	AUTO PARTS & SERVICE	793221	MISC	06/12/2019	67.80	06/28/2019
52	BRAKE & EQUIPMENT	530910	FENDER	06/11/2019	212.67	06/28/2019
52	BRAKE & EQUIPMENT	531320	FENDER	06/17/2019	68.58	06/28/2019
281	LINCOLN CONTRACTORS SUP	M23854	SEAL	06/06/2019	6.35	06/14/2019
281	LINCOLN CONTRACTORS SUP	M26881	FILTER	06/11/2019	25.48	06/28/2019
1293	SERWE IMPLEMENT CO., INC	6288	BLADE	06/17/2019	195.45	06/28/2019
2987	TEREX	90960035	DECAL	06/10/2019	38.76	06/28/2019
3259	HYQUIP, LLC- WAUKESHA	00419674	HOSE ASSEMB	06/24/2019	49.03	06/28/2019
Total 10-53700-341 REPAIR PARTS:					847.20	
10-53700-342 TIRES						
413	POMP'S TIRE SERVICE, INC.	60181516	TIRES	06/19/2019	968.90	06/28/2019
Total 10-53700-342 TIRES:					968.90	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	793221	DEF	06/12/2019	52.45	06/28/2019
1337	HERBST OIL, INC	70512	FUEL	06/12/2019	1,610.94	06/28/2019
1337	HERBST OIL, INC	71549	FUEL	06/06/2019	1,595.93	06/14/2019
1337	HERBST OIL, INC	71684	FUEL	06/06/2019	983.73	06/14/2019

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1337	HERBST OIL, INC	71685	FUEL	06/06/2019	1,056.79	06/14/2019
1337	HERBST OIL, INC	71835	FUEL	06/12/2019	1,761.46	06/28/2019
1337	HERBST OIL, INC	71836	FUEL	06/06/2019	1,568.82	06/14/2019
Total 10-53700-343 FUEL:					8,630.12	
10-53700-344 OIL						
43	AUTO PARTS & SERVICE	792023	OIL	06/06/2019	38.04	06/14/2019
43	AUTO PARTS & SERVICE	793221	OIL	06/12/2019	40.32	06/28/2019
Total 10-53700-344 OIL:					78.36	
10-53700-346 MISC DPW SHOP TOOLS						
43	AUTO PARTS & SERVICE	791079	SMALLTOOLS	06/06/2019	74.95	06/14/2019
1074	MATHESON TRI-GAS, INC	19748516	WELD SPEC	06/06/2019	232.50	06/14/2019
Total 10-53700-346 MISC DPW SHOP TOOLS:					307.45	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	5/20-6/19/19	3298-754-812	06/26/2019	34.60	06/28/2019
Total 10-53800-220 GAS UTILITIES:					34.60	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	5/20-6/19/19	3298-754-812	06/26/2019	1,030.83	06/28/2019
Total 10-53800-221 ELECTRIC UTILITIES:					1,030.83	
10-53800-222 TELEPHONE UTILITIES						
1336	EARTHLINK BUSINESS	06/01/2019	7345438	06/11/2019	149.98	06/14/2019
5312	AT & T- VILLAGE	05/22/2019	414 351-8900 758 7	06/04/2019	33.52	06/07/2019
Total 10-53800-222 TELEPHONE UTILITIES:					183.50	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9831252706	787066169-00001	06/24/2019	150.39	06/28/2019
Total 10-53800-224 CELL PHONES:					150.39	
10-53800-300 MISCELLANEOUS EXPENSE						
2241	ITU ABSORB TECH, INC	7242627	DPW	06/06/2019	59.88	06/14/2019
2241	ITU ABSORB TECH, INC	7251638	DPW	06/06/2019	28.49	06/14/2019
2241	ITU ABSORB TECH, INC	7260428	DPW	06/13/2019	28.49	06/28/2019
Total 10-53800-300 MISCELLANEOUS EXPENSE:					116.86	
10-53800-333 SAFETY PROGRAM						
3240	FEHR GRAHAM ENGINEERING	88820	SERVICE AGREEMENT	06/13/2019	2,349.25	06/14/2019
5763	AMERICAN INDUSTRIAL MEDIC	21404	AUDIOGRAM	06/13/2019	735.00	06/14/2019
Total 10-53800-333 SAFETY PROGRAM:					3,084.25	
10-54100-214 HUMANE SOCIETY/MADACC						
619	MADACC	1867	3QTR	06/27/2019	704.28	06/28/2019
Total 10-54100-214 HUMANE SOCIETY/MADACC:					704.28	

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10-55200-445 TENNIS COURT MAINTENANCE						
357	MUNSON INC.	0052091	WINDSCREEN	06/04/2019	140.00	06/07/2019
Total 10-55200-445 TENNIS COURT MAINTENANCE:					140.00	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	LX Club June	JUNE LX	06/12/2019	500.00	06/14/2019
Total 10-55400-430 LX CLUB MATERIALS:					500.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	5/6-6/5/19	5214-367-035	06/11/2019	100.97	06/14/2019
Total 10-55440-220 GAS UTILITIES:					100.97	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	5/6-6/5/19	5630-222-240	06/11/2019	118.50	06/14/2019
Total 10-55440-221 ELECTRIC UTILITIES:					118.50	
10-56100-465 TREE MAINTENANCE						
5933	WACHTEL TREE SCIENCE & SE	53192	SPRAY	06/05/2019	197.00	06/14/2019
Total 10-56100-465 TREE MAINTENANCE:					197.00	
20-13100 ACCOUNTS RECEIVABLE - SUNDRY						
1268	NORTH SHORE LIBRARY FOUN	MAY 2019	SQUARE	06/11/2019	2.92	06/14/2019
1269	FRIENDS OF THE NORTH SHO	APRIL 2019	FRIENDS	06/11/2019	94.33	06/14/2019
1269	FRIENDS OF THE NORTH SHO	MAY 2019	FRIENDS	06/11/2019	218.80	06/14/2019
Total 20-13100 ACCOUNTS RECEIVABLE - SUNDRY:					316.05	
20-61000-210 CONTRACT SERVICES						
308	DOLAN, DERMOT	06/02-06/15/19	CONTRACT	06/19/2019	1,056.64	06/20/2019
308	DOLAN, DERMOT	5/19-6/1/19	CONTRACT	06/06/2019	1,056.64	06/07/2019
308	DOLAN, DERMOT	6/16-6/29/19	CONTRACT	06/26/2019	1,056.64	06/28/2019
Total 20-61000-210 CONTRACT SERVICES:					3,169.92	
20-61000-221 ELECTRIC UTILITIES						
537	WE-ENERGIES LIB	5/7-06/06/2019	UTILITY-ELECTRIC	06/19/2019	2,269.99	06/20/2019
Total 20-61000-221 ELECTRIC UTILITIES:					2,269.99	
20-61000-222 TELEPHONE UTILITIES						
2973	TIME WARNER CABLE	048980901060119	UTILITIES- TELEPHONE 048980	06/19/2019	184.32	06/20/2019
Total 20-61000-222 TELEPHONE UTILITIES:					184.32	
20-61000-223 WATER/SEWER UTILITIES						
5543	PREMIUM WATERS, INC.	011767-05-19	UTILITY- WATER	06/19/2019	68.40	06/20/2019
Total 20-61000-223 WATER/SEWER UTILITIES:					68.40	
20-61000-230 MAINTENANCE						
139	CLEAN SOURCE LLC	53119-NSL	MAINTENANCE	06/19/2019	1,800.00	06/20/2019
393	PACKERLAND RENT-A-MAT INC.	2562286/2567391	MAINTENANCE-NORTHSHORE	06/19/2019	70.48	06/20/2019
2347	NORTHSHORE BANK	06/19/2019	MAINTENANCE	06/19/2019	406.26	06/20/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
2990	GLAISNOR, KURT	06/19/2019	MAINTENANCE	06/19/2019	163.17	06/20/2019
Total 20-61000-230 MAINTENANCE:					2,439.91	
20-61000-233 EQUIPMENT MAINTENANCE						
5778	OFFICE COPYING EQUIPMENT	AR85980	EQUIPMENT MAINTENANCE	06/06/2019	187.20	06/07/2019
5786	GREAT AMERICAN LEASING CO	24911408	COPY MACHINE	06/19/2019	328.00	06/20/2019
Total 20-61000-233 EQUIPMENT MAINTENANCE:					515.20	
20-61000-310 SUPPLIES/EXPENSES						
2347	NORTHSHORE BANK	06/19/2019	SUPPLIES	06/19/2019	1,650.77	06/20/2019
2468	VILLAGE HARDWARE/LIBRARY	186603/1	SUPPLIES	06/19/2019	5.21	06/20/2019
Total 20-61000-310 SUPPLIES/EXPENSES:					1,655.98	
20-61000-322 TRAINING						
2347	NORTHSHORE BANK	06/19/2019	TRAINING	06/19/2019	87.82	06/20/2019
2347	NORTHSHORE BANK	06/19/2019	PUBLICATIONS	06/19/2019	744.40	06/20/2019
Total 20-61000-322 TRAINING:					832.22	
20-61000-535 LEASE(RENT)						
37	L/V ENTERPRISES, LLC	4800	LEASE	06/19/2019	3,953.00	06/20/2019
Total 20-61000-535 LEASE(RENT):					3,953.00	
20-61000-800 CAPITAL OUTLAY						
826	MILWAUKEE CTY. FED. LIBRAR	FL-03208	CAPITAL	06/19/2019	2,892.15	06/20/2019
2347	NORTHSHORE BANK	06/19/2019	CAPITAL	06/19/2019	406.00	06/20/2019
Total 20-61000-800 CAPITAL OUTLAY:					3,298.15	
20-61000-811 REFERENCE SERIALS						
55	BAKER & TAYLOR BOOKS VEN	06/06/2019	REFERENCE	06/06/2019	650.00	06/07/2019
2347	NORTHSHORE BANK	06/19/2019	REFERENCE	06/19/2019	359.00	06/20/2019
Total 20-61000-811 REFERENCE SERIALS:					1,009.00	
20-61000-812 ADULT BOOKS						
55	BAKER & TAYLOR BOOKS VEN	06/06/2019	ADULT BOOKS	06/06/2019	1,341.27	06/07/2019
55	BAKER & TAYLOR BOOKS VEN	06/19/2019	ADULT BOOKS	06/19/2019	842.61	06/20/2019
2347	NORTHSHORE BANK	06/19/2019	ADULT BOOKS	06/19/2019	12.32	06/20/2019
Total 20-61000-812 ADULT BOOKS:					2,196.20	
20-61000-813 JUVENILE BOOKS						
55	BAKER & TAYLOR BOOKS VEN	06/06/2019	JUVENILE BOOKS	06/06/2019	1,122.35	06/07/2019
55	BAKER & TAYLOR BOOKS VEN	06/19/2019	JUVENILE BOOKS	06/19/2019	139.67	06/20/2019
2347	NORTHSHORE BANK	06/19/2019	JUVENILE BOOKS	06/19/2019	76.87	06/20/2019
Total 20-61000-813 JUVENILE BOOKS:					1,338.89	
20-61000-815 MEDIA						
55	BAKER & TAYLOR BOOKS VEN	06/06/2019	MEDIA	06/06/2019	94.39	06/07/2019
55	BAKER & TAYLOR BOOKS VEN	06/19/2019	MEDIA	06/19/2019	204.59	06/20/2019
645	BAKER & TAYLOR ENTERTAINM	06/06/2019	MEDIA	06/06/2019	272.45	06/07/2019
645	BAKER & TAYLOR ENTERTAINM	06/19/2019	MEDIA	06/19/2019	81.26	06/20/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
1669	FINDAWAY WORLD LLC	288318	MEDIA-CHILDRENS	06/19/2019	310.59	06/20/2019
2401	MIDWEST TAPE	97420539	ADULT MEDIA	06/06/2019	20.74	06/07/2019
Total 20-61000-815 MEDIA:					984.02	
20-61000-830 ADULT PROGRAMMING						
2347	NORTHSHORE BANK	06/19/2019	ADULT PROGRAMMING	06/19/2019	25.00	06/20/2019
Total 20-61000-830 ADULT PROGRAMMING:					25.00	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	238922	GIS DATA MAINT	06/12/2019	537.60	06/28/2019
Total 21-53100-233 GIS MAINTENANCE:					537.60	
21-53800-210 CONTRACT SERVICES						
2839	CITY WATER LLC	614	OPERATIONS	06/13/2019	800.00	06/14/2019
Total 21-53800-210 CONTRACT SERVICES:					800.00	
21-71000-400 MATERIALS						
41	NORLAB, INC	81747	TRACING DYE	06/25/2019	454.00	06/28/2019
2260	PORT A JOHN	1299652-IN	PORT A JOHN	06/04/2019	93.00	06/07/2019
Total 21-71000-400 MATERIALS:					547.00	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	5/6-6/5/19	2417--882-521	06/11/2019	12.03	06/14/2019
Total 21-72000-220 GAS UTILITIES:					12.03	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	5/6-6/5/19	1670-928-034	06/11/2019	32.38	06/14/2019
536	WE-ENERGIES	5/6-6/5/19	2417--882-521	06/11/2019	139.72	06/14/2019
Total 21-72000-221 ELECTRIC UTILITIES:					172.10	
21-73000-400 MATERIALS						
2136	VERIZON WIRELESS	9831252706	787066169-00001	06/24/2019	17.50	06/28/2019
Total 21-73000-400 MATERIALS:					17.50	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
256	KAPUR & ASSOCIATES, INC.	98246	2019 SANITARY SEWER	06/06/2019	4,243.92	06/14/2019
357	MUNSON INC.	0081754	ASPHALT PATCHING	06/12/2019	1,993.00	06/14/2019
1259	GREAT LAKES TV SEAL, INC	19484	TELEWISE	06/24/2019	1,353.28	06/28/2019
102047	GLOBE CONTRACTORS, INC.	1635	SEWER REPAIR	06/04/2019	14,315.13	06/07/2019
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					21,905.33	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6363101-2275-0	MONTHLY	06/04/2019	21,300.44	06/07/2019
Total 22-53650-210 CONTRACT SERVICES:					21,300.44	
23-11400 PETTY CASH						
183	FOX POINT, VILLAGE OF - VH	2019 STARTUP	POOL STARTUP	06/07/2019	300.00	06/07/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 23-11400 PETTY CASH:					300.00	
23-46720 RESIDENT FAMILY MEMBERSHIPS						
878	ONEILL, VICTORIA	2019	REFUND PART. POOL	06/25/2019	90.00	06/25/2019
Total 23-46720 RESIDENT FAMILY MEMBERSHIPS:					90.00	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	5/6-6/5/19	8294-368-584	06/11/2019	1,014.01	06/14/2019
Total 23-55420-220 GAS UTILITIES:					1,014.01	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	5/6-6/5/19	8294-368-584	06/11/2019	805.62	06/14/2019
Total 23-55420-221 ELECTRIC UTILITIES:					805.62	
23-55420-222 TELEPHONE UTILITIES						
1345	AT & T U-VERSE	06/01/2019	111299163-POOL	06/11/2019	48.05	06/14/2019
Total 23-55420-222 TELEPHONE UTILITIES:					48.05	
23-55420-310 SUPPLIES/EXPENSES						
641	SIGNARAMA MILWAUKEE	39168	SIGNS	06/13/2019	108.00	06/14/2019
Total 23-55420-310 SUPPLIES/EXPENSES:					108.00	
23-55420-400 MATERIALS						
360	NASSCO INC.	S2486240.001	POOL	06/26/2019	50.96	06/28/2019
502	VILLAGE HARDWARE - VH	187240/1	POOL	06/27/2019	10.75	06/28/2019
825	LENNY'S POOL SERVICE	153717C	CREDIT	06/06/2019	648.00	06/14/2019
825	LENNY'S POOL SERVICE	153785	CHEMICALS	06/06/2019	1,685.55	06/14/2019
825	LENNY'S POOL SERVICE	153933	REPAIR	06/06/2019	503.95	06/14/2019
825	LENNY'S POOL SERVICE	154062	CHEMICALS	06/06/2019	40.99	06/14/2019
825	LENNY'S POOL SERVICE	154104	CHEMICALS	06/06/2019	98.50	06/14/2019
825	LENNY'S POOL SERVICE	154280	CHEMICALS	06/07/2019	423.00	06/28/2019
825	LENNY'S POOL SERVICE	154414	CHEMICALS	06/14/2019	157.40	06/28/2019
4777	BATTERIES PLUS -	P14413277.01	POOL	06/06/2019	35.88	06/14/2019
5584	NEUMAN POOLS, INC	0093253	FREIGHT	06/19/2019	9.95	06/20/2019
5584	NEUMAN POOLS, INC	0093253-IN	CABLE	06/06/2019	790.87	06/14/2019
5684	NORTH SHORE ENVIRONMENT	202000112	RESTAURANT-124 SYOG-7QRU	06/26/2019	164.00	06/28/2019
Total 23-55420-400 MATERIALS:					3,323.80	
24-44430 ELECTRICAL PERMIT						
836	GRK SERVICES LLC	8.002403	PARTIAL REFUND	05/03/2019	30.00	06/28/2019
Total 24-44430 ELECTRICAL PERMIT:					30.00	
24-52400-210 CONTRACT SERVICES						
2256	SAFEBUILT	0057356-IN	APRIL INSPECTIONS	04/30/2019	1,197.00	06/20/2019
2256	SAFEBUILT	0058134-IN	MAY INSPECTIONS	05/31/2019	567.00	06/20/2019
Total 24-52400-210 CONTRACT SERVICES:					1,764.00	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9831252706	787066169-00001	06/24/2019	60.00	06/28/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 24-52400-224 CELL PHONES:					60.00	
25-53420-400 MATERIALS						
327	MENARD'S - MILWAUKEE	88151	MORTAR	06/25/2019	292.53	06/28/2019
Total 25-53420-400 MATERIALS:					292.53	
25-53420-415 MAINTENANCE						
2844	SWEEP-ALL LLC	26226	BEACH HILL/DPW	06/10/2019	343.00	06/14/2019
Total 25-53420-415 MAINTENANCE:					343.00	
25-53420-483 LANDSCAPING						
4888	CARLIN SALES	365638-00	SEED/TACK/SPRAY	06/25/2019	472.84	06/28/2019
Total 25-53420-483 LANDSCAPING:					472.84	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9831252706	787066169-00001	06/24/2019	20.00	06/28/2019
Total 25-53800-210 CONTRACT SERVICES:					20.00	
25-53800-234 INDIAN CREEK PARK MAINTENANCE						
2824	MAREK LANDSCAPING	4470	MISC CONTROL	06/26/2019	2,070.28	06/28/2019
Total 25-53800-234 INDIAN CREEK PARK MAINTENANCE:					2,070.28	
25-91500-800 WPDES COMPLIANCE PROGRAM						
39	RUEKERT MIELKE, INC.	127812	PERMIT ACTIVITES	06/12/2019	707.50	06/28/2019
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					707.50	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
9	SINGLE SOURCE INC.	19616	8311 GREENVALE RD	06/26/2019	2,350.00	06/28/2019
39	RUEKERT MIELKE, INC.	238922	GIS DATA MAINT	06/12/2019	537.60	06/28/2019
256	KAPUR & ASSOCIATES, INC.	98248	GREENTREE RETAINING	06/06/2019	152.32	06/14/2019
Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					3,039.92	
25-91500-835 STORM SEWER SYSTEM (MISC)						
280	LIESENER SOILS INC.	0168466	SOIL	06/04/2019	240.00	06/07/2019
5986	WSO GRADING & EXCAVATING	3767	INSTALL PIPE	06/04/2019	2,555.00	06/07/2019
Total 25-91500-835 STORM SEWER SYSTEM (MISC):					2,795.00	
25-91500-845 STORM SEWER-CLUB/LILAC/POPLAR						
256	KAPUR & ASSOCIATES, INC.	98240	2018 STREET UTILITY	06/06/2019	641.54	06/14/2019
849	WOOD SEWER & EXCAVATING,	RU19.001 Pay App	2019 ROAD & UTILITY	06/10/2019	2,473.17	06/12/2019
Total 25-91500-845 STORM SEWER-CLUB/LILAC/POPLAR:					3,114.71	
40-91200-801 SQUAD CARS						
4976	GENERAL COMMUNICATIONS	269862	EQUIPMENT	06/07/2019	150.00	06/14/2019
Total 40-91200-801 SQUAD CARS:					150.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
40-91200-819 SMALL EQUIPMENT						
473	STREICHER'S	1374674	HOLSTERS	06/27/2019	674.00	06/28/2019
Total 40-91200-819 SMALL EQUIPMENT:					674.00	
40-91500-801 STREET RESURFACING						
256	KAPUR & ASSOCIATES, INC.	98240	2018 STREET UTILITY	06/06/2019	641.54	06/14/2019
327	MENARD'S - MILWAUKEE	88151	MORTAR	06/26/2019	292.53	06/28/2019
849	WOOD SEWER & EXCAVATING,	RU19.001 Pay App	2019 ROAD & UTILITY	06/10/2019	1,741.66	06/12/2019
Total 40-91500-801 STREET RESURFACING:					2,675.73	
40-91600-833 TREE REPLACEMENT						
280	LIESENER SOILS INC.	0168466	SOIL	06/04/2019	900.00	06/07/2019
2824	MAREK LANDSCAPING	4469	VEG CONTROL	06/26/2019	672.50	06/28/2019
4591	VERMEER-WISCONSIN, INC.	20218231	STUMP CUTTER	06/06/2019	1,510.31	06/14/2019
4888	CARLIN SALES	365638-00	SEED/TACK/SPRAY	06/25/2019	472.84	06/28/2019
Total 40-91600-833 TREE REPLACEMENT:					3,555.65	
40-91700-801 NSFD CAPITAL EXPENSE						
54	NORTH SHORE FIRE DEPARTM	201928	3RD QTR CAPITAL	06/27/2019	3,757.00	06/28/2019
Total 40-91700-801 NSFD CAPITAL EXPENSE:					3,757.00	
40-91700-802 NSFD EXPENSE 2010 AND BEYOND						
54	NORTH SHORE FIRE DEPARTM	201928	3RD QTR DEBT	06/27/2019	12,351.00	06/28/2019
Total 40-91700-802 NSFD EXPENSE 2010 AND BEYOND:					12,351.00	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMM	38	MONTHLY	06/01/2019	17,787.41	06/07/2019
Total 50-81000-601 SOURCE OF WATER SUPPLY:					17,787.41	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	614	HOURLY	06/13/2019	294.00	06/14/2019
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					294.00	
50-81000-651 MAINTENANCE OF MAINS						
2241	ITU ABSORB TECH, INC	7246918	WATER DEPT	06/12/2019	8.34	06/14/2019
2241	ITU ABSORB TECH, INC	7251637	WATER DEPT	06/12/2019	8.34	06/14/2019
2241	ITU ABSORB TECH, INC	7256012	WATER DEPT	06/06/2019	43.95	06/14/2019
4888	CARLIN SALES	365638-00	SEED/TACK/SPRAY	06/25/2019	472.84	06/28/2019
Total 50-81000-651 MAINTENANCE OF MAINS:					533.47	
50-81000-800 CAPITAL OUTLAY						
39	RUEKERT MIELKE, INC.	238922	GIS DATA MAINT	06/12/2019	1,075.20	06/28/2019
849	WOOD SEWER & EXCAVATING,	RU19.001 Pay App	2019 ROAD & UTILITY	06/10/2019	425,589.87	06/12/2019
Total 50-81000-800 CAPITAL OUTLAY:					426,665.07	
50-81000-801 STREET REPAVING ADJUSTMENTS						
256	KAPUR & ASSOCIATES, INC.	98240	2018 STREET UTILITY	06/06/2019	641.56	06/14/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 50-81000-801 STREET REPAVING ADJUSTMENTS:					641.56	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	06/12/2019 RES UP	RESERVOIR UPGRADE	06/13/2019	1,371.44	06/14/2019
378	NORTH SHORE WATER COMMI	06/12/2019 TRACT	TRACTOR REPLACEMENT	06/13/2019	6,237.83	06/14/2019
Total 50-81000-844 NSWC CAPITAL PROJECTS:					7,609.27	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
2138	VERIZON WIRELESS	9831252706	787066169-00001	06/24/2019	17.50	06/28/2019
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					17.50	
50-81000-923 OUTSIDE SERVICES EMPLOYED						
2839	CITY WATER LLC	614	OPERATIONS	06/13/2019	7,200.00	06/14/2019
Total 50-81000-923 OUTSIDE SERVICES EMPLOYED:					7,200.00	
70-12100 TAXES RECEIVABLES						
358	FISHER-ISAACS, KIM M	17286	OVERPAYMENT TAXES	06/07/2019	8.24	06/14/2019
526	FITZSIMMONS, JEFFREY OR EL	17270	OVERPAYMENT	06/04/2019	212.52	06/14/2019
Total 70-12100 TAXES RECEIVABLES:					220.76	
72-27000 DONATIONS FOR BOOKS						
2347	NORTHSHORE BANK	06/19/2019	GENERAL	06/19/2019	1,413.00	06/20/2019
Total 72-27000 DONATIONS FOR BOOKS:					1,413.00	
72-27015 LIBRARY LOST BOOKS						
55	BAKER & TAYLOR BOOKS VEN	06/06/2019	LOST LIBRARY BOOK	06/06/2019	55.05	06/07/2019
55	BAKER & TAYLOR BOOKS VEN	06/19/2019	LOST LIBRARY BOOK	06/19/2019	409.86	06/20/2019
2347	NORTHSHORE BANK	06/19/2019	LOST BOOKS	06/19/2019	99.59	06/20/2019
Total 72-27015 LIBRARY LOST BOOKS:					564.50	
72-27030 FRIENDS OF THE NSL - DONATION						
31	ALLEN, RICK	06/01/2019	KIDS SRP	06/06/2019	225.00	06/07/2019
55	BAKER & TAYLOR BOOKS VEN	06/19/19	ADULT SERVICES	06/19/2019	55.05	06/20/2019
330	MILWAUKEE COUNTY TREASU	06/01/2019	CHILDRENS SERVICES	06/06/2019	100.00	06/07/2019
826	MILWAUKEE CTY. FED. LIBRAR	FL-03208	CIRC SERVICES	06/19/2019	908.95	06/20/2019
885	FASCIONE, CHRIS	06/01/2019	CHILDRENS SERVICES	06/06/2019	350.00	06/07/2019
1149	MPLC	504220526	REF/TECH	06/19/2019	185.10	06/20/2019
1545	SUNSET PLAYHOUSE	06/01/2019	SUMMER READING PROGRAM	06/06/2019	200.00	06/07/2019
2347	NORTHSHORE BANK	06/19/2019	ADULT SERIVGES	06/19/2019	1,979.55	06/20/2019
Total 72-27030 FRIENDS OF THE NSL - DONATION:					4,003.65	
Grand Totals:					1,090,265.29	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
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Date Approved: _____

Village Manager: _____

Village Board: _____

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
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AMY FRY-GALOW
CHRISTOPHER R. SCHULTZ

March 27, 2019

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

**Re: An Ordinance to Create Section 579-17.7 Of the Village of Fox Point Village
Code Concerning Beekeeping
First Draft**

Dear Mr. Botcher:

I received your request that I prepare a draft Ordinance that would allow the keeping of bees in the Village of Fox Point. I have had an opportunity to carefully consider this matter.

Enclosed please find a first draft of an Ordinance that I prepared for your consideration. Please note the following comments, questions, concerns and recommendations regarding the enclosed Ordinance:

1. This Ordinance closely follows the regulatory framework of the Ordinance that the Village adopted concerning the keeping of chickens. The permit process, application form, and many of the regulations are substantially identical. The substantive terms concerning beekeeping are taken largely from the Wauwatosa model that was among the samples circulated prior to the last Village Board meeting.
2. Note that there are fees created by the Ordinance, which are currently shown with blanks, and those amounts would need to be determined and added to the Ordinance before adoption.

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

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

Eric J. Larson

Eric J. Larson

EJL/egm
Enclosure

cc: Douglas H. Frazer, Village President
 Kelly Meyer, Village Clerk/Treasurer

ORDINANCE NO. ____**AN ORDINANCE TO CREATE SECTION 579-17.7 OF THE VILLAGE
OF FOX POINT VILLAGE CODE CONCERNING BEEKEEPING**

WHEREAS, beekeeping is currently prohibited in the Village of Fox Point; and:

WHEREAS, honey bees can provide important environmental benefits, through pollination, and can produce honey and other products, in a safe and controlled manner, with no adverse impact on the surrounding property, if properly done and properly regulated; and

WHEREAS, the Village of Fox Point Village Board finds that it is reasonable and appropriate to allow residents in residential districts to engage in small scale hobby beekeeping activities subject to the terms and conditions of this Ordinance.

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 579 of the Village of Fox Point Village Code entitled, “Animals,” Article I entitled, “General Regulations,” Section 579-17.7 entitled, “Beekeeping,” is hereby created as follows:

579-17.7 Beekeeping.

A. Definitions. For purposes of this subsection, the following definitions shall apply.

APIARY

Colonies, hives, and other equipment associated with honey bees assembled in one location for beekeeping operations; also known as a bee yard.

BEEKEEPER

A person who owns or has responsibility for one or more colonies of honey bees.

BEEKEEPING EQUIPMENT

Anything used in the operation of a honey bee apiary, such as hive bodies, honey supers, frames, top covers, and/or bottom boards.

COLONY

An aggregate of honey bees in a hive consisting of workers, but having one queen and potentially many drones, including brood, combs, honey and the receptacle inhabited by the bees.

FLYWAY BARRIER

A barrier at least six (6) feet in height consisting of a solid wall/fence, dense vegetation, or combination thereof that is parallel to the parcel line so that all bees are

forced to fly at an elevation of at least six (6) feet above ground level over the property lines in the vicinity of the apiary.

HIVE

The structure containing a colony of honey bees.

HONEY BEE

All stages of the common domestic honey bee, *Apis mellifera* species. Keeping of *Apis mellifera scutellata* is not permitted under any conditions.

SWARM

For purposes of this chapter, a swarm is a propagation or colony of honey bees outside of its hive.

- B. Permit Required. No person shall keep bees in the Village without obtaining a permit upon approval of the Village Manager or his/her designee. The permit process requires a completed application accompanied with the fee payments prescribed in Sections 63-6 LL and MM.
- C. Application Form. The applicant shall file a written application to the Village Clerk, that includes all of the following:
 - (1) Application Form.
 - (a) A description and drawing that clearly represents the location where the hive(s) will be located on the lot, including a description and depiction of all fencing, and any other structures to be used for the beekeeping use;
 - (b) A description of the plan to ensure the proper maintenance and cleaning of the hive(s) and the beekeeping operation;
 - (c) A description of the plan to ensure the proper watering of the bees.
 - (2) Action on application.
 - (a) The application shall be provided to the Village Manager who shall provide notice of the application, by regular and certified mail, to the property owner (if not the applicant) and to the owners of all properties that abut the subject property at any point, including those properties that abut an alley, path or right of way directly across from the yard on the subject property where the bees will be kept.
 - (b) If there are no written objections from such owners within 30 days from the date of mailing of the notices, the application for the permit shall be deemed accepted by such owners and the Manager shall issue the permit if the application is otherwise compliant with the Village Code, including the provisions of this Section 579-17.7.

- (c) If there is an objection, there shall be a public hearing before the Plan Commission and the Plan Commission shall approve the application only upon finding that these standards are met:

- [1] Appropriate in the location proposed;
- [2] Compatible with the neighborhood;
- [3] Not detrimental to the property values of surrounding property; and
- [4] In keeping with the residential character and quality of the Village.

- (d) Any aggrieved party shall have the right to appeal the decision of the Plan Commission to the Board of Appeals.

D. Beekeeping Allowed. Beekeeping is allowed on a single-family residential premises, subject to the following:

- (1) No person shall acquire, keep or stock bees in the Village without first obtaining a valid beekeeping permit.
- (2) No more than two hives are allowed on a residential lot. The hives forming the apiary structure must be located near each other to form a single apiary. A temporary third hive for hive splitting may be allowed for a reasonable period of time prior to its removal to another location.
- (3) All honey bees shall be kept in hives with removable frames which shall be kept in sound and usable condition.
- (4) A flyway barrier shall be located between the hive(s) and the property lines for all hives located within twenty feet of the property line; except that a flyway barrier is not needed for any bee hive kept at least ten feet off the ground.
- (5) All hives and related structures that form the apiary shall not be located in front or side yards and must be no less than twenty feet from the rear yard property line; except that locations closer to the rear yard property line are permitted with a signed written consent of all neighbors abutting the rear property line.
- (6) Hives shall be located a minimum of fifty feet from any structures located on another property, including patios, porches, decks, gazebos, swimming pools, and permanently affixed play equipment unless the owner of the lot where such structure is located has provided written consent for closer hive placement.
- (7) A beekeeper must continually provide fresh water to bees from a source immediately within the apiary, which allows bees access to water by landing on a hard surface, to prevent bees from seeking water sources at nearby property.

- (8) In the event bees in a hive repeatedly exhibit aggressive behavior, it shall be the duty of the beekeeper to remove, destroy or re-queen the hive.
- (9) All apiary structures and flyways must be constructed, located and maintained consistent with and in conformity to all applicable provisions of the Village Code, including but not limited to Chapter 745, Zoning, Chapter 756, Building Construction, and Chapter 681, Property Maintenance.
- (10) In addition to compliance with the requirements of this section, no one shall keep bees that cause any nuisance, unhealthy condition, create a public health threat or otherwise interfere with the normal use of property or enjoyment of life by humans or animals.
- (11) The use shall at all times be conducted pursuant to the plans and representations made in the application.
- (12) Nothing herein shall be interpreted to authorize the conduct of a business or commercial use on a residential property. No sales of honey, wax or other product shall be made from a residential property.
- (13) Persons applying for and receiving a permit for beekeeping thereby consent to the entry of Village staff and Village agents onto the subject property at all reasonable times, to inspect and investigate the property, the hive(s), and the bees for purposes of determining compliance and for enforcement of this Code.
- (14) Costs that the Village may incur in inspection, investigation, testing, quarantine, isolation, vaccination, humane euthanasia, or otherwise arising from the subject property owner's beekeeping, may be charged to the property owner, and such charges that remain unpaid within the time allowed may be imposed on the tax bill for the subject property as a special charge, pursuant to Wisconsin Statutes Section 66.0627, and Chapter 67, Article III of this Code

E. Public Health Requirements. Bees shall be kept and handled in a sanitary manner to prevent the spread of communicable diseases.

- (1) Any beekeeper shall immediately report any unusual illness or death of bees to the health department.
- (2) The North Shore Health Department or its agents may order testing, quarantine, isolation, vaccination or humane euthanasia of bees believed to be carriers of a communicable disease.
- (3) The requirements of Wisconsin Statutes Section 94.76, et seq. and any applicable State regulations shall be followed at all times.

F. Effect of Permit. The permit shall allow the applicant to keep up to two hives on the subject property in compliance with this Section. A new permit is not required for the applicant to raise new or replacement bees on the property, provided that the total shall not exceed two

hives at any time. The permit shall lapse automatically if no bees are kept on the property for any consecutive 12-month period. The permit is not transferable from the applicant to any other person, and does not run with the land to a new owner of the property.

- G. **Revocation.** A permit is subject to revocation by the Village Manager or designee upon failure to comply with any provisions of subsections D. or E. Once a permit is revoked, a permit shall not be reissued to the applicant or for any property where the applicant resides or may reside in the Village.
- H. **Duration.** The permit issued pursuant to this Section shall have a duration of one year, unless the permit is revoked or lapses pursuant to the provisions of subsections F. or G., above, prior to the expiration of said term.
- I. **Removal.** The bees shall be immediately removed from the property upon lapse, revocation or expiration of the permit for keeping bees. All hives, including any bee structure or structural elements, shall be completely removed from the property within 15 days of the lapse, revocation or expiration of the permit for beekeeping.

SECTION 2: Chapter 63 of the Village of Fox Point Village Code entitled, “Fees,” Section 63-6 entitled, “Miscellaneous Fees,” Subsection LL entitled, “Beekeeping Application Fee” is hereby created as follows:

LL. Beekeeping Application Fee. The fee to apply for beekeeping in the Village shall be \$_____.

SECTION 3: Chapter 63 of the Village of Fox Point Village Code entitled, “Fees,” Section 63-6 entitled, “Miscellaneous Fees,” Subsection MM entitled, “Beekeeping Fee, Annual” is hereby created as follows:

MM. Beekeeping Fee, Annual. The annual fee for a beekeeping permit shall be \$_____ per year.

SECTION 4: 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 5: 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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RESOLUTION NO. _____

**RESOLUTION AWARDING THE SALE
OF \$1,830,000 GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2019**

WHEREAS, the Village of Fox Point, Milwaukee County, Wisconsin (the “Village”) is in need of funds aggregating \$1,830,000 for the following public purposes:

- (a) Street improvements, storm water improvement projects, acquisition of equipment and vehicles, tree replacement, and other capital projects and improvements; and
- (b) Professional and financing fees (collectively, the “Public Purpose”); and

WHEREAS, for the purpose of providing funds for the Public Purpose, the Village has determined that it is necessary and desirable to authorize and sell its \$1,830,000 Village of Fox Point, Milwaukee County, Wisconsin General Obligation Promissory Notes, Series 2019 (the “Notes”); and

WHEREAS, pursuant to an Initial Resolution adopted by the Village Board on May 14, 2019, the Village administration (in consultation with the Village’s financial advisor, Robert W. Baird & Co. Incorporated) caused an Official Notice of Sale to be distributed offering the Notes for public sale on July 9, 2019; and

WHEREAS, pursuant to Chapter 67.12(12) of the Wisconsin Statutes, as amended, the Village is authorized to issue general obligation promissory notes of the Village for the Public Purpose; and

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

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

Section 1. Award of the Notes. The bid proposal of the Purchaser is hereby accepted, said proposal offering to purchase the Notes, for the sum of \$_____ (\$1,830,000.00 par amount of Notes, plus reoffering premium of \$_____, less underwriter’s discount of \$_____). The Notes mature and bear interest as follows:

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
April 1, 2020		
April 1, 2021		
April 1, 2022		
April 1, 2023		
April 1, 2024		
April 1, 2025		
April 1, 2026		
April 1, 2027		
April 1, 2028		
April 1, 2029		

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

Section 2. Designation of Purchaser as Agent; Approval of Official Statement. The preparation of the Preliminary Official Statement dated June ____, 2019 and the Final Official Statement are hereby approved. The Preliminary Official Statement is “deemed final” as of its date, except for omissions or subsequent modifications permitted under Rule 15c2-12 of the Securities and Exchange Commission. The Village President and the Village Clerk are authorized and directed to do any and all acts necessary to conclude delivery of the Notes to the Purchaser, as soon after adoption of this Resolution as is convenient.

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

Section 3. Terms of the Notes. The Notes shall be designated “General Obligation Promissory Notes, Series 2019;” shall be dated July 30, 2019; shall be in the denomination of \$5,000 or any integral multiple thereof; and shall mature serially on April 1 of each year, in the years and principal amounts as set forth above. Interest is payable semi-annually on April 1 and October 1 of each year, commencing on April 1, 2020.

Section 4. Optional Redemption. At the option of the Village, Notes maturing on April 1, 2027 and thereafter are subject to call and prior redemption on April 1, 2026, and on any date thereafter, in whole or in part, and if in part, from maturities selected by the Village, and by lot within each maturity, at par plus accrued interest to the date of redemption.

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

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village

are hereby irrevocably pledged and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years and amounts as follows:

- (a) Levy for the year 2019 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2020;
\$_____ for interest due on April 1, 2020; and
\$_____ for interest due on October 1, 2020.
- (b) Levy for the year 2020 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2021;
\$_____ for interest due on April 1, 2021; and
\$_____ for interest due on October 1, 2021.
- (c) Levy for the year 2021 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2022;
\$_____ for interest due on April 1, 2022; and
\$_____ for interest due on October 1, 2022.
- (d) Levy for the year 2022 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2023;
\$_____ for interest due on April 1, 2023; and
\$_____ for interest due on October 1, 2023.
- (e) Levy for the year 2023 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2024;
\$_____ for interest due on April 1, 2024; and
\$_____ for interest due on October 1, 2024.
- (f) Levy for the year 2024 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2025;
\$_____ for interest due on April 1, 2025; and
\$_____ for interest due on October 1, 2025.
- (g) Levy for the year 2025 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2026;
\$_____ for interest due on April 1, 2026; and
\$_____ for interest due on October 1, 2026.

- (h) Levy for the year 2026 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2027;
 \$_____ for interest due on April 1, 2027; and
 \$_____ for interest due on October 1, 2027.
- (i) Levy for the year 2027 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2028;
 \$_____ for interest due on April 1, 2028; and
 \$_____ for interest due on October 1, 2028.
- (j) Levy for the year 2028 in the amount of \$_____, being the sum of:
- \$_____ for principal due on April 1, 2029; and
 \$_____ for interest due on April 1, 2029.

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

Section 7. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated “Debt Service Fund Account for \$1,830,000 Village of Fox Point General Obligation Promissory Notes, Series 2019 dated July 30, 2019.” There shall be deposited in said fund account any premium plus accrued interest paid on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Borrowed Money Fund. The proceeds of the Notes (the “Note Proceeds”) (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and disbursed solely for the purposes for which borrowed or for the payment of the principal of and interest on the Notes.

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

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

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

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

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

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

Section 11. Persons Treated as Owners; Transfer of Notes. The Paying Agent (as defined in Section 19) shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

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

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation previously filed with DTC on behalf of the Village. The Notes will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Village's relationship with DTC is terminated, the Village may appoint another securities depository to maintain the Book-Entry System.

Section 13. Defeasance

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

Section 14. Execution of the Notes. The Notes shall be issued in typewritten form, one Note for each maturity, executed on behalf of the Village by the manual or facsimile signatures of the Village President and Village Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 15. Designation of Notes. The Village hereby designates the Notes to be “qualified tax-exempt obligations” pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation the Village Clerk or other officer of the Village charged with the responsibility for issuing the Notes shall provide an appropriate certificate of the Village all as of the Closing.

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

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

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

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

Section 19. Appointment of Paying Agent; Fiscal Agency Agreement. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association (the “Paying Agent”) which is hereby appointed as the Village’s registrar, fiscal agent, and paying agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes. The Fiscal Agency Agreement between the Village and the Paying Agent in substantially in the form attached hereto as Exhibit D is hereby approved, and the Village shall pay such fees and expenses of the Paying Agent set forth in the Fiscal Agency Agreement. The Village President and Village Clerk are authorized to execute the Fiscal Agency Agreement.

Section 20. Section 893.77 Notice. Notice of sale of the Notes, in the form attached hereto as Exhibit C, shall be published in the official newspaper of the Village as a class 1 notice under

Chapter 985 of the Wisconsin Statutes or posted pursuant to the Village's procedures for posting notices.

[SIGNATURE PAGE TO FOLLOW]

Adopted this 9th day of July, 2019.

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk

CERTIFICATION

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

RESOLUTION NO. _____

RESOLUTION AWARDING THE SALE OF \$1,830,000
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2019

I do hereby further depose and certify as follows:

1. Said resolution was considered for adoption by the Village Board at a _____ (*insert regular or special*) meeting held at 7200 North Santa Monica Boulevard, Fox Point, Wisconsin at _____ p.m. on July 9, 2019. Said meeting of the Village was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes.

2. Said resolution was on the agenda for said meeting and public notice thereof was given not less than 24 hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the Village Hall and the Village's website.

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

_____	_____
_____	_____
_____	_____
_____	_____

and that the following trustees were absent:

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

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

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

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

ABSTAINED:

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

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

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Village hereto on this 9th day of July, 2019.

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

[SEAL]

By: _____
Kelly A. Meyer, Village Clerk

EXHIBIT A

BID FORM

[SEE ATTACHED]

EXHIBIT B

FORM OF NOTE

REGISTERED No. _____	UNITED STATES OF AMERICA STATE OF WISCONSIN MILWAUKEE COUNTY VILLAGE OF FOX POINT GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2019	REGISTERED \$ _____
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<u>Maturity Date</u>	<u>Dated Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
April 1, _____	July 30, 2019	_____ %	

REGISTERED OWNER: CEDE & CO.

KNOW ALL MEN BY THESE PRESENTS that the Village of Fox Point, Milwaukee County, Wisconsin (the "Village") hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of _____ DOLLARS (\$_____) on the maturity date identified above, together with interest thereon from the Dated Date, or the most recent payment date to which interest has been paid, at the rate of _____% per annum, calculated on the basis of a 360 day year made up of twelve 30 day months, such interest being payable semiannually on each April 1 and October 1, commencing on April 1, 2020, and thereafter at maturity.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. Prepayment of any principal hereunder shall be noted on the margin of this Note. On the maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the principal office of Associated Trust Company, National Association, the fiscal agent appointed by the Village pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Paying Agent"). Interest hereon shall be paid by wire transfer to the Depository in whose name this Note is registered on the note register maintained by the Paying Agent at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

Notes maturing on April 1, 2027 and thereafter are subject to call and prior redemption on April 1, 2026, and on any date thereafter, in whole or in part, from maturities selected by the Village, and by lot within each maturity, at par plus accrued interest to the date of redemption.

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

Each redemption notice shall (i) identify the particular Note, publication date, redemption date, redemption agent name and address, date of issue, interest rate, maturity date, and other descriptive information, if any that accurately identifies the particular Notes called for redemption, (ii) identify the provisions pursuant to which the Notes are being redeemed, (iii) identify the place of payment, (iv) state the applicable redemption price, including the premium, if any, and (v) state that interest on the Notes or portions thereof thus called for redemption will cease to accrue from and after the redemption date specified therein.

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

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

This Note has been designated by the Village as a “qualified tax-exempt obligation” for purposes of Section 265 of the Internal Revenue Code, as amended.

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

- (a) Street improvements, storm water improvement projects, acquisition of equipment and vehicles, tree replacement, and other capital projects and improvements; and
- (b) Professional and financing fees;

and is authorized pursuant to Chapter 67 of the Wisconsin Statutes and a resolution adopted by the Village Board on July 9, 2019, entitled, “Resolution Awarding the Sale of \$1,830,000 General Obligation Promissory Notes, Series 2019.”

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Village from the levy of a non

repealable, direct annual tax has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Note.

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

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

[SEAL]

By: _____
Douglas H. Frazer, Village President

By: _____
Kelly A. Meyer, Village Clerk

(Form of Assignment)

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

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

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

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

(Please print or typewrite name of Attorney)

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

Dated: _____

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

Signature(s) guaranteed by:

EXHIBIT C

NOTICE TO THE ELECTORS

On July 9, 2019, a resolution was offered, read, approved and adopted whereby the Village of Fox Point, Wisconsin authorized the issuance and sale of its General Obligation Promissory Notes, Series 2019 in an amount not to exceed \$1,830,000 (the “Notes”). The closing of this note sale was held on July ____, 2019. A copy of all proceedings had to date with respect to the authorization and sale of said Notes is on file and may be examined in the office of the Village Clerk, 7200 North Santa Monica Boulevard, Fox Point, Wisconsin.

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

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

EXHIBIT D

FISCAL AGENCY AGREEMENT

[SEE ATTACHED]

\$1,830,000
Village of Fox Point
Milwaukee County, Wisconsin
General Obligation Promissory Notes, Series 2019

FISCAL AGENCY AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of July, 2019, by and between Village of Fox Point, Milwaukee County, Wisconsin (the “Village”), and Associated Trust Company, National Association (the “Agent”).

WITNESSETH:

WHEREAS, the Village has authorized the borrowing of the sum of ONE MILLION EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$1,830,000) pursuant to Section 67.12(12), Wisconsin Statutes, and resolutions adopted by the Village Board on May 14, 2019 and July 9, 2019 and has authorized the issuance and sale of \$1,830,000 principal amount of general obligation promissory notes to evidence such indebtedness (the “Obligations”). The Obligations shall be designated “General Obligation Promissory Notes, Series 2019”; shall be dated July 30, 2019; shall bear interest at the rates set forth below; and shall mature on April 1 of each year, in the years and principal amounts as follows:

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
April 1, 2020		
April 1, 2021		
April 1, 2022		
April 1, 2023		
April 1, 2024		
April 1, 2025		
April 1, 2026		
April 1, 2027		
April 1, 2028		
April 1, 2029		

Interest shall be payable semi-annually on April 1 and October 1 of each year, commencing on April 1, 2020, until the principal of the Obligations is paid in full or discharged;

WHEREAS, the Village is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the Village Board of the Village has authorized the appointment of the Agent as Fiscal Agent of the Village for the purpose of performing any or all of the following functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Village and the Agent do hereby agree as follows:

APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the Village with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Village.

INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Village agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Village a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the Village. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the Village a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

REDEMPTION NOTICE

In the event the Village exercises its option to redeem the Obligations prior to maturity, as long as the Obligations are in book-entry-only form, the County shall direct the Fiscal Agent to give official notice of the redemption by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Obligations of a maturity are to be called for redemption, the Obligations of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Obligations called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Obligations shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Obligations shall no longer be deemed to be outstanding.

UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the Obligations. The Fiscal Agent agrees to comply with the provisions of the Blanket Issuer Letter of Representation which has been executed and delivered to The Depository Trust Company (the "Depository") by the Village.

TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request

of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of \$5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

STATEMENTS

The Fiscal Agent shall furnish the Village with an accounting of payments received and made and funds on hand annually.

FEES

The Village agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B and incorporated herein by this reference until the final principal payment (or redemption date in the event the Village exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the Village by the Fiscal Agent. In the event the Village exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

MISCELLANEOUS

Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the Village or to such board, officer or body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to Village. Upon receiving such notice of resignation, the Village shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the Village and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Village, or on the request of the successor, the fiscal agent

ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the Village shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Village.

Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the Village's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the Village after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on Village's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

Execution. This Agreement shall be executed on behalf of the Village and the Agent by their duly authorized officers. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

N WITNESS WHEREOF, the parties have executed this Agreement as of July 30, 2019.

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

[SEAL]

By: _____
Douglas H. Frazer, Village President

By: _____
Kelly A. Meyer, Village Clerk

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION**

By: _____
Name: _____
Title: _____

EXHIBIT A

DEBT SERVICE SCHEDULE

\$1,830,000

Village of Fox Point

Milwaukee County, Wisconsin

General Obligation Promissory Notes, Series 2019

[See Attached]

EXHIBIT B

FISCAL AGENT FEE SCHEDULE

ACCEPTANCE FEE: \$325

ANNUAL FEE: \$475

OUT-OF-POCKET EXPENSES

The above fees do not include out-of-pocket expenses. All out-of-pocket expenses, including postage, supplies, telephone, publication costs, legal fees, wire charges, travel, shredding, and any other miscellaneous items, will be billed in addition to the charges listed in this schedule.

In the event that changes in laws or practices considerably expand our current duties and responsibilities, or if conditions of the economy so warrant, reasonable adjustments may be incorporated into this schedule of fees.



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: Chris Freedy; Scott Brandmeier
Date: July 1, 2019
Re: Pedestrian Concerns

At the last Village board meeting, a Trustee moved to discuss the potential of funding a pedestrian/traffic safety study. In advance of that discussion, Chief Freedy, Director Brandmeier and I researched some basic information to use during your discussion. We spoke with staff from Whitefish Bay and a few experts in the field of traffic and pedestrian safety, including the Senior Traffic Engineer from TADI.

A small number of individuals have spoken, both to the Board and on social media, about a perceived hazardous pedestrian situation. If we interpret the statements accurately, staff respectfully disagrees with that assertion. We do not believe the Village has an overriding hazardous pedestrian or traffic safety issue at the current time.

All three of us met with Mr. John Campbell, Senior Traffic Engineer for TADI, the firm which consulted with the Village of Whitefish Bay for their pedestrian improvements focused primarily on Silver Spring Road. As part of our meeting, Mr. Campbell was especially helpful providing us with data quantifying economic loss, bicycle crashes, pedestrian crashes, and deer crashes for the communities of Glendale, Whitefish Bay, and Fox Point. (See attached.)

According to Mr. Campbell, in terms of economic loss (which includes Interstate 43) from 2014-2018 (5 years), the City of Glendale ranked 32nd in the state in the amount of economic loss sustained by these three types of crashes. The Village of Whitefish Bay ranked 66th.

The Village of Fox Point ranked 202nd.

In these five years, the Village sustained two (2) bicycle crashes on what is defined as "local roads" (a vast majority of our municipal streets). Further, the Village sustained two (2) "pedestrian" crashes. That is a total of four "crashes".

Over the same period the Village sustained seven (7) reported deer crashes. (We assume some deer crashes may not be reported while all pedestrian or bicycle crashes would be reported.)

The Fox Point Police Department continuously works to utilize a combination of education and enforcement for pedestrians and drivers on techniques to improve the safety of all users on the roadway. In the case of the two pedestrian accidents noted in the past 5 years, both occurred in 2014. The first accident was in April and was the result of a pedestrian walking off of the curb and into an active traffic crash scene to speak with an officer who was directing traffic. The second accident occurred in October and was the result of a driver striking a pedestrian in a marked crosswalk, at a controlled intersection, while negotiating a left turn.

While certainly not a popular commentary on the safety within the Village, observations by staff within the last month alone point to human actions as a more probable cause of safety related concerns. The following are recent examples of unnecessary safety hazards created by pedestrians, bicyclists and motorists:

- During construction on Calumet Road, a motorist was driving through the construction zone and nearly had the roof of the car tore off by the excavator's boom. The motorist ignored the road closed signs and entered into the construction zone presumably thinking the contractor would watch for all vehicular traffic.
- Along Santa Monica Boulevard, the Police Department has erected signs strongly encouraging pedestrians to walk in the opposite direction of traffic along the shoulder of the road and not on the interior of the road adjacent to the boulevard. Nonetheless, pedestrians regularly use the interior portion of the road to jog, run, and walk.
- In June, when Lake Drive was closed for one day to complete the water main tie-in for Calumet, advanced warning signs had been erected a week in advance informing everyone that the road would be closed. From the north, three signs had been erected – one west of Port Washington Road on Brown Deer Road, one at Dean and another at Bradley. In spite of the signs, motorists continued to proceed right up to the construction zone and, upon seeing the snow fence in place, turned around in the middle of the road. Additionally, bicyclists and pedestrians both ignored the snow fence and either snaked their way around the snow fence (through bushes) or walked across the road to the east side of Lake Drive to get around the construction that was on-going. The mindset certainly appeared to be that the road closure was for vehicles but not pedestrians or bicyclists.

- During snow events (multiple times), there are a core group of joggers who, for some reason, insist on running in the middle of Santa Monica – not in the boulevard area but actually in the middle of the road – while plowing and salting operations are on-going.
- When driving to a meeting in the same Chief's car, the Chief and Village Manager observed a citizen walking on the incorrect side of Green Tree Road, not even using the existing trail offered for pedestrians.

In each case, the underlying problem appears to be the mindset of the pedestrian, bicyclist or motorist.

There were some comments made at the meeting about the Village of Whitefish Bay and the funding of the improvements they made. My initial observation is that Whitefish Bay made the improvements where they made them as Silver Spring is their primary commercial corridor, something the Village of Fox Point simply doesn't have.

In Whitefish Bay, every eligible pedestrian and safety improvement within the tax increment financing district was funded with tax increment financing dollars. (That is exactly what I would do, as well.) Their staff indicated there may have been one or two improvements just outside of the tax increment district which were funded in a different manner, but I was unable to confirm that they actually occurred or how they were funded prior to the drafting of this memo. Notwithstanding, Whitefish Bay staff indicated these eligible improvements were included in and funded by the tax increment financing district.

Crosswalks have been suggested in Fox Point and are an important tool in traffic flow and pedestrian safety. Additionally, driver compliance is higher for marked crossings, but only when their installation is limited and when there is a high incidence of use. However, too many marked crosswalks may reduce the overall effectiveness of crosswalks, so it's important to make sure they are placed correctly.

In some instances, marked crosswalks can give pedestrians a false sense of security. Often pedestrians may take a crossing opportunity assuming they are seen by oncoming vehicles when they would not have otherwise crossed if the marked crosswalk was absent. Studies have suggested that it is safer for pedestrians when the crosswalk is left unmarked because a pedestrian is more aware and crosses with caution¹.

Schoenberger and Saeltzer found evidence of knowledge of the dangers of marked crosswalks dating back to a 1972 study commissioned by the City of San Diego. That study, which investigated 400 pedestrian accidents over a five-year period in the 1960s, concluded "approximately twice as many pedestrian accidents [per pedestrian crossing]

¹ Safety Effects of Marked Versus Unmarked Crosswalks at Uncontrolled Locations Final Report and Recommended Guidelines; <https://www.fhwa.dot.gov/publications/research/safety/04100/>

occur in marked crosswalks as in unmarked crosswalks.” Those results were referenced in a later study, sponsored by Caltrans, conducted by the department of civil engineering at California State University-Chico in 1994. That study reached the same conclusions: marked crosswalks have a higher frequency of pedestrian accidents than unmarked crosswalks at uncontrolled intersections.

In 2010, a jury found Caltrans to be 50 percent at fault for a crash, for allowing the dangerous crosswalk to remain in place and not even attempting to study the risk there. Her attorneys provided evidence that the marked crosswalk, intended to provide more safety for pedestrians, actually left Liou less safe. “We presented evidence that Caltrans [responsible for the highway] had a dirty little secret,” Attorney Schoenberger said. “Namely, Caltrans has known for years that marked crosswalks at uncontrolled intersections are dangerous in general because they give pedestrians a false sense of security. These intersections may be safer without any marked crosswalk. This seems counterintuitive, but statistics, taken from study after study, bear this out.”

“Caltrans had blamed our client and blamed the driver,” Schoenberger said. “They systematically avoided any responsibility for their own crosswalk. The jury didn’t agree.”²

Although a driver must yield the right-of-way to pedestrians at any crosswalk, when it comes to pedestrian safety, there will always be a heavier burden on the pedestrian to watch for a car, whether they have the right-of-way or not, because the consequences of a motor vehicle colliding with a pedestrian are always greater for the pedestrian.

Perhaps a logical place for a crosswalk is across Lake Drive at two or three strategic locations. Staff has considered this and has done preliminary analysis on possible locations (Dean Road, Beach Drive and Green Tree Road). This, though, will have to be more thoroughly evaluated as one would need to consider what the crosswalk is connected to on the east side of the road. In that same vein, when Lake Drive is addressed in our long term capital plan would provide a comprehensive opportunity to consider the matter. Additionally, it is likely that public education and information will be a critical component of crosswalk placement in these locations as motorists are very accustomed to a clear path (no stoplights or stop signs) extending from Brown Deer Road on the north to Silver Spring Road on the south (a distance of about 5 miles).

Finally, we assumed for a moment that the Village wished to undertake an extensive sidewalk or trail project. Assuming that the Village wished to put a sidewalk or trail on both sides of every street in the Village, our extremely rough estimated construction cost, absent utility expenses (more on that later) and tree removal (which would be extensive), would be approximately \$10.8 million dollars.

² Preston, J.G., “Protect Consumer Justice.org”, July 20, 2010, <http://www.protectconsumerjustice.org/when-marked-crosswalks-can-be-more-dangerous-for-pedestrians.html> (accessed July 2, 2019).

Unfortunately, potential utility relocation costs could easily dwarf this nearly \$11 million figure. If you recall, early in the design discussions over the Calumet project, staff considered the possibility of designing a path instead of the "broadened shoulder" concept ultimately chosen. One of the significant factors in our choice was that the Village was facing an estimated \$1 million charge from the utility companies for relocation of their infrastructure if we were to construct the path.

Calumet is an approximate 1 mile project. I shudder to ponder potential utility relocation expense if we were to do 68 miles of paths in the Village. (We have approximately 34 miles of streets x 2 for both sides of the street= 68.)

I am unable to estimate potential tree removal expense, but I will say that the day after our July Board meeting, I paid particular attention when I drove home as to how many trees would have to be removed for a single path on one side of Santa Monica.

The tree removal impact in Fox Point would be at a scale I have trouble grasping. Our community hasn't been planted with any consideration for a path or sidewalk. This doesn't mean that we cannot change course and do so; but as you drive around the Village, think about the impact on the trees that exist and whether or not you're willing to have those removed for a path.

As always, the Board can do whatever it wishes. As a staff, we wanted you to have more information as you contemplate this agenda item.

In closing, we believe that data shows that any asserted pedestrian or bicycle safety issues existing in the Village are extremely small; that simply using crosswalks as a safety device may not enhance safety, perhaps counterintuitively, instead create a larger pedestrian hazard, especially crossing Lake Drive, and may increase municipal liability if not done in an intelligent and measured manner; and that the overall costs and impacts on the tree canopy of the Village would be of such a scale as to be distasteful.

Finally, if the Board wishes to move ahead with a study I would recommend that you discuss it as part of future budget deliberations.

Thank you for your time and as always please contact any of us should you have any questions.

Crash Data Summary (2014 thru 2018 - Five Years) - Based on Data Retrieved from WisTransPortal

Community	Economic Loss*		Bicycle Crashes		Pedestrian Crashes		Deer Crashes**
	All Roads	Local Roads	All Roads	Local Roads	All Roads	Local Roads	All Roads
GLENDAL	\$ 38,288,750	\$ 14,791,250	21	14	31	21	9
WHITEFISH BAY	\$ 9,145,000	\$ 7,345,000	22	15	15	15	0
FOX POINT	\$ 2,068,750	\$ 1,477,500	4	2	2	2	7

* \$75,000 for KAB crashes, \$25,000 for C-Level Crashes, and \$3,750 for PDO crashes.

** All deer crashes were property damage only