

**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  
DECEMBER 10, 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 consideration of a Conditional Use Permit application of Nana-Ko, LLC, 6924 N. Santa Monica Blvd, Fox Point, to conduct a nail spa operation pursuant to Section 745-18 of the Village Code.
2. The Village Board will receive a report regarding the consideration of a draft ordinance to Repeal and Re-create Chapter 540 of the Village of Fox Point Village Code entitled "Signs".

**4. Public Hearing**

**a. Consideration of Conditional Use Permit and the Conditional Use Order Application of Nana-Ko, LLC, 6924 Santa Monica Blvd, Fox Point**

The Village Board will hold a public hearing to receive comments and input regarding the proposed Conditional Use Permit application and the Conditional Use Order of Nana-Ko, LLC, 6924 Santa Monica Blvd, Fox Point, to conduct a nail spa operation pursuant to Section 745-18 of the Village Code.

**b. Ordinance to Repeal and Re-create Chapter 540 of the Village of Fox Point Village Code entitled "Signs"**

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 January 14, 2020, beginning at 7:00 p.m., at the Village Hall.

[Pages 13-16]

- 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 November 12, 2019 Village Board meeting.  
[Pages 1-8]
  - b. Approve the minutes of the November 18, 2019 Village Board 2020 budget public hearing and meeting.  
[Page 9]
  - c. Appoint Election Inspectors for the two-year term of January 1, 2020 through December 31, 2021 per the village clerk's memorandum updated December 3, 2019.  
[Pages 10-12]
  - d. Grant a Conditional Use Permit to Nana-Ko, LLC, to conduct a nail spa operation at 6924 Santa Monica Blvd, Fox Point, and authorize the Village President and Village Clerk/Treasurer to sign the Conditional Use Order.  
[Pages 13-16]
  - e. Adopt Resolution regarding the "Single or Multi-Year Capital" Budget to remodel the Shorewood Fire Station in 2020.  
[Pages 17-18]
  - f. Adopt Resolution authorizing an exception to the levy limits for charges for the North Shore Fire Department pursuant to 2005 Wisconsin Act 484.  
[Pages 19-22]
  - g. Adopt Resolution confirming obligation to contribute to North Shore Fire Department's Budget to pay debt service on bonds issued by the Village of Whitefish Bay on behalf of the North Shore Fire Department.  
[Pages 23-25]
  - h. Accept the proposal of Wachtel Tree Science in an amount of \$42,000 for the 2020 Forestry Services and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 3, 2019.  
[Pages 26-29]
  - i. Accept the proposal of Wachtel Tree Science in an amount of \$15,000 for administration of the 2020 Emerald Ash Borer initiative and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 3, 2019.  
Pages 30-33]
  - j. Accept the proposal of Marek Landscaping in an amount not to exceed \$16,510 for maintenance activities along Indian Creek and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 3, 2019.  
[Pages 34-36]
  - k. Accept the proposal of Marek Landscaping in an amount not to exceed \$7,603 for Emerald Ash Borer related maintenance activities along the Indian Creek woods and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 3, 2019.  
[Pages 37-39]
  - l. Accept the proposal of Kapur & Associates in an amount not to exceed \$15,496 for the televising and analysis of approximately 13,000 linear feet of sanitary sewers and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 3, 2019.  
[Pages 40-42]

- m. Accept the proposal of Kapur & Associates in an amount not to exceed \$11,068 for the design of the 2020 Sanitary Sewer Rehabilitation Project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 3, 2019.  
[Pages 43-45]
- n. Accept the proposal of Superior Engineering, LLC in an amount not to exceed \$9,950 for the updating of the Village's Capacity, Management, Operations and Maintenance (CMOM) plan and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 3, 2019.  
[Pages 46-52]
- o. Adopt Resolution to designate International Migratory Bird Day to be on May 2, 2020 in the Village of Fox Point.  
[Page 53]
- p. Accept the proposal of Ruekert Mielke in an amount not to exceed \$20,200 for GIS services and data/site maintenance and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 3, 2019.  
[Pages 54-61]
- q. Approve and Adopt Resolution Determining Certain Funds as Unassigned and Moving to General Fund Balance per the Village Manager's Memorandum dated December 3, 2019.  
[Pages 62-63]
- r. Approve payment of the bills in the amount of \$318,256.23 for the period November 1, 2019 through November 30, 2019 per the report submitted by the Village Manager.  
[Pages 64-78]

## **6. Unfinished Business**

### **a. Comprehensive Plan Special Committee Report**

The Village Board will receive a report regarding the Comprehensive Plan Special Committee from Assistant Village Manager Michael Pedersen.

### **b. Consideration and possible action on ordinance regarding the jurisdiction, procedures and operation of Building Board**

The Village Board will consider and may act on an ordinance connected to the jurisdiction, procedures and operation of Building Board.

[Pages 79-83]

### **c. Consideration and possible action concerning request for final written report from Special Committee on the Pool**

The Board will consider requesting a final written report and recommendation from the Special Committee on the pool consistent with its charter, and will receive a report on the 2019 season.

[Pages 84-87]

### **d. Consideration and possible action regarding the establishment of a Vacation Rental License application fee**

The Village Board will consider and may act in regard to the establishment of a vacation rental license application fee.

[Pages 88-90]

## **7. New Business**

### **a. Adopt Resolution of Commendation and Appreciation for Retiring Assistant Director of Public Works William S. Wojtanowski**

The Village Board will discuss and may act regarding the Resolution of Commendation and Appreciation for retiring Assistant Director of Public Works William S. Wojtanowski.  
[Page 91]

### **b. Consideration and possible action on Resolution of Commendation for Board of Appeals Member Jeffrey Davis**

The Village Board will discuss and may act to adopt Resolution of commendation for Board of Appeals Member Jeffrey Davis.  
[Page 92]

### **c. Consideration and possible action on Resolution of Commendation for Board of Appeals Member Nathan Eisenberg**

The Village Board will discuss and may act to adopt Resolution of commendation for Board of Appeals Member Nathan Eisenberg.  
[Page 93]

### **d. Consideration and possible action on allowing smart meter opt out in the Village of Fox Point**

The Village Board will discuss and may act in regard to potential smart meter opt out in the Village of Fox Point.  
[Pages 94-96]

## **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

## **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)(e) to Deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, more specifically to consider possible sale and terms of sale of property bequeathed to the Village by Ken Leindecker. Participating in this portion of the closed session will be the Village Board, Village Manager, Assistant Village Manager, Village Attorney, and Village Clerk Treasurer
- b. Pursuant to State Statutes Section 19.85(1)(e) to Deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, involving a proposed restated joint library services agreement, a proposed MOU to change the fiscal agent, renovation plans and related agreements being negotiated with Glendale, Bayside and River Hills, in connection with the North Shore Public Library. Participating in this portion of the closed session will be the Village Board, Village Manager, Assistant Village Manager, Village Attorney, and Village Clerk Treasurer.
- c. Pursuant to State Statutes Section 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session involving the possible acquisition of land located at 8311 Greenvale Road. Participating in this portion of the closed session will be the Village Board, Village Manager, Assistant Village Manager, Public Works Director, Village Attorney, and Village Clerk Treasurer.
- d. Pursuant to State Statutes Section 19.85(1)(c), to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, more specifically concerning the Village Manager. Participating in this portion of the closed session will be the Village Board and Village Manager.

## **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: JANUARY 14, 2020 7:00 P.M.**

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

**VILLAGE OF FOX POINT  
VILLAGE BOARD MINUTES  
NOVEMBER 12, 2019**

A meeting of the Fox Point Village Board was held on Tuesday, November 12, 2019 in Schwemer Hall, 7200 N. Santa Monica Boulevard. Acting Chairman Trustee Fonstad called the meeting to order at 7:00 p.m. and clarified that he would be substituting as Chairman for Village President Douglas H. Frazer who is currently out of the country. Acting Chairman Fonstad asked the Village Clerk-Treasurer to take roll call. Roll Call of the Village Board present included:

Trustee Eric Fonstad (Acting Chairman)  
Trustee Christine Symchych  
Trustee Liz Sumner  
Trustee Marty Tirado  
Trustee Bill Kravit  
Trustee Greg Ollman

Not present:

Village President Douglas H. Frazer

Also, present were Village Attorney Eric Larson, Village Manager Scott Botcher, Assistant Village Manager Michael Pedersen, and Village Clerk Treasurer Kelly Meyer.

Notice of the meeting was provided to the North Shore Now and to all others as required by State open meetings laws and posted on the official bulletin board at 7200 N Santa Monica Boulevard, as well as the village website at [www.villageoffoxpoint.com](http://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**

Acting Chairman Fonstad opened public comment with a brief synopsis of the rules.

**Jennifer Marsch, 7513 N Seneca Road**

Ms. Marsch distributed a November 12, 2019 proposal and resource submittal to the Village Board **[Exhibit A]**. Ms. March suggested a proposed amendment to the Village of Fox Point village code, to allow residents to opt out of smart meter installation, due to concerns with health and security.

Hearing no other remarks, Acting Chairman Fonstad closed the public comment period.

**Consent Agenda**

- a. Approve the minutes of the October 4, 2019 Special Emergency Village Board meeting.
- b. Approve the minutes of the October 8, 2019 Village Board meeting.
- c. Approve the minutes of the October 10, 2019 Special Village Board meeting.
- d. Approve the minutes of the October 22, 2019 Village Board Budget Workshop meeting.
- e. Adopt the Resolution approving the 2020 North Shore Fire Department fees for service schedule.

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- 51 f. Approve the Change Order of Kapur & Associates in the amount of \$4,488 for additional  
52 design and inspection services associated with the 2019 Road & Utility Construction  
53 Management services and authorize the Village President and Village Clerk/Treasurer  
54 to sign the contract per the Director of Public Works' memorandum dated November 5,  
55 2019.  
56
- 57 g. Approve the Change Order of Wood Sewer & Excavating, Inc. in the amount of  
58 \$22,850.80 for additional work performed related to the 2019 Road and Utility  
59 Reconstruction Project and authorize the Village President and Village Clerk/Treasurer  
60 to sign the change order per the Director of Public Works' memorandum dated  
61 November 5, 2019.  
62
- 63 h. Approve the Change Order of Munson, Inc. in the amount of \$10,940 for additional  
64 paving associated with the Goodrich Lane Bridge Project and authorize the Village  
65 President and Village Clerk/Treasurer to sign the change order per the Director of  
66 Public Works' memorandum dated November 5, 2019.  
67
- 68 i. Approve the Change Order of WSO Grading & Excavating in the amount of \$56,648.42  
69 for the additional work performed on the Goodrich Lane Ravine Bridge Project and  
70 authorize the Village President and Village Clerk/Treasurer to sign the change order per  
71 the Director of Public Works' memorandum dated November 6, 2019.  
72
- 73 j. Adopt the Emergency Resolution to Determine that Erosion Along Lake Michigan  
74 Threatens Beach Drive and Public Infrastructure and Constitutes a Public Emergency  
75 Requiring Immediate Measures to Protect the Shoreline.  
76
- 77 k. Approve the Contract of Globe Contractors in the amount of \$120,000 to install a  
78 revetment protection system along portions of North Beach Drive and authorize the  
79 Village President and Village Clerk/Treasurer to sign the contract per the Director of  
80 Public Works' memorandum dated November 6, 2019.  
81
- 82 l. Approve the Contract of Gillen Marine Construction, LLC in the amount of \$62,900 to  
83 install an armor stone revetment system along the lakeshore in the 8000 block of North  
84 Beach Drive on Village owned property and authorize the Village President and Village  
85 Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum  
86 dated November 4, 2019.  
87
- 88 m. Approve Change Order No. 1 with Wachtel Tree Service for additional forestry services  
89 in an amount not to exceed \$1,000 pursuant to the Director of Public Works' memo  
90 dated November 4, 2019.  
91
- 92 n. Approve Change Order No. 1 with Wachtel Tree Service for additional EAB services in  
93 an amount not to exceed \$1,500 pursuant to the Director of Public Works' memo dated  
94 November 4, 2019.  
95
- 96 o. Accept the quote of Limbwalkers Tree Service, LLC in an amount not to exceed  
97 \$55,000 for the removal of approximately 80 ash trees in the Village and authorize the  
98 Village President and Village Clerk/Treasurer to sign the contract per the Village  
99 Forester's memorandum dated October 31, 2019.  
100

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- 101 p. Approve the State Municipal Agreement for the design and construction of Lake Drive  
102 and authorize the Village President and Village Clerk/Treasurer to sign the agreement  
103 per the Director of Public Works' memorandum dated November 4, 2019.  
104
- 105 q. Accept the proposal of Miller Engineers & Scientists in an amount not to exceed  
106 \$26,000 for the evaluation and preparation of a preliminary designs for the shoreline  
107 erosion occurring along Beach Drive and authorize the Village President and Village  
108 Clerk/Treasurer to sign the contract on behalf of the Village per the Director of Public  
109 Works' memorandum dated November 5, 2019.  
110
- 111 r. Approve Payment of the Bills in the amount of \$938,659.26 for the period October 1,  
112 2019 through October 31, 2019 per the report submitted by the Village Manager.  
113

114 Trustee Tirado requested items 3j, 3k, 3l, 3o and 3q be removed from the consent  
115 agenda. Trustee Sumner requested the withdrawal of item 3m from the consent agenda.  
116

117 *Motion made by Trustee Sumner, seconded by Trustee Ollman, and carried*  
118 *unanimously, the Village Board approved the consent agenda, excluding agenda*  
119 *items 3j, 3k, 3l, 3o, 3q and 3m, as presented.*  
120

121 **Comprehensive Plan Special Committee Report**  
122

123 The Village Board received a report from Village Manager, Scott Botcher, on the current  
124 status of the Comprehensive Plan Special Committee. The committee is continuing to narrow  
125 down the full guide and preparing to set up the public meeting to receive public input. That  
126 meeting will come after the first of the year. Another meeting is coming up on November 21,  
127 2019 at 7:45 a.m. The survey has been completed; the data is available on the village website.  
128

129 **Emergency Resolution to Determine that Erosion along Lake Michigan Threatens Beach**  
130 **Drive and Public Infrastructure and Constitutes a Public Emergency Requiring**  
131 **Immediate Measures to Protect the Shoreline (j)**  
132

133 Village Attorney Eric Larson clarified the public bidding laws require that any  
134 expenditure in excess of \$25,000 has to go out for public bid. Specifications have to be  
135 developed; generally 60 days is the minimum amount of time for a public bidding process to be  
136 completed. There is an exception to the public bidding law that allows not permitting the full 60  
137 days if there is a public emergency. The Village Board gets to decide when there is a public  
138 emergency. In this case, the Public Works Director proposed that the Board declare a public  
139 emergency due to situations arising on the lake shore.  
140

141 It was consensus of the Board to take a short recess from 7:12 p.m. to 7:17 p.m. to  
142 allow Public Works Director Scott Brandmeier to arrange his presentation for the Village Board.  
143

144 Public Works Director Scott Brandmeier gave a visual presentation regarding the  
145 emergency measures necessary to address and protect the erosion taking place along Beach  
146 Drive shoreline, including the effects on the public infrastructure.  
147

148 *Motion made by Acting Chairman Fonstad, seconded by Trustee Symchych, and*  
149 *carried unanimously to adopt the Emergency Resolution to determine that*  
150 *erosion along Lake Michigan threatens Beach Drive and public infrastructure and*

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constitutes a public emergency requiring immediate measures to protect the shoreline.

**Approve the Contract of Globe Contractors in the amount of \$120,000 to install a revetment protection system along portions of North Beach Drive (k)**

*Motion made by Acting Chairman Fonstad, seconded by Trustee Symchych, and carried unanimously to approve the contract of Glove Contractors in the amount of \$120,000 to install a revetment protection system along portions of North Beach Drive and authorize the Village President and Village Clerk Treasurer to sign the contract per the Director of Public Works' memorandum dated November 6, 2019.*

**Approve the Contract of Gillen Marine Construction, LLC in the amount of \$62,900 to install an armor stone revetment system along the lakeshore in the 8000 block of North Beach Drive on Village owned property (l)**

*Motion made by Acting Chairman Fonstad, seconded by Trustee Symchych, and carried unanimously to approve the contract of Gillen Marine Constructions, LLC in the amount of \$62,900 to install an armor stone revetment system along the lakeshore in the 8000 block of North Beach Drive on Village owned property and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated November 4, 2019.*

**Approve Change Order No. 1 with Wachtel Tree Service for additional forestry services in an amount not to exceed \$1,000 (m)**

*Motion made by Trustee Sumner, seconded by Trustee Kravit, and carried unanimously to approve Change Order No. 1 with Wachtel Tree Service for additional forestry services in an amount not to exceed \$1,000 pursuant to the Director of Public Works' memo dated November 4, 2019.*

**Accept the quote of Limbwalkers Tree Service, LLC in an amount not to exceed \$55,000 for the removal of approximately 80 ash trees in the Village (o)**

*Motion made by Acting Chairman Fonstad, seconded by Trustee Sumner, to accept the quote of Limbwalkers Tree Service, LLC in an amount not to exceed \$55,000 for the removal of approximately 80 ash trees in the Village and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Village Forester's memorandum dated October 31, 2019. Motion passed, 5-1 (Trustee Tirado-Opposed).*

**Accept the proposal of Miller Engineers & Scientists in an amount not to exceed \$26,000 for the evaluation and preparation of a preliminary designs for the shoreline erosion occurring along Beach Drive (q)**

*Motion made by Acting Chairman Fonstad, seconded by Trustee Symchych, and carried unanimously to accept the proposal of Miller Engineers & Scientists in an amount not to exceed \$26,000 for the evaluation and preparation of a preliminary designs for the shoreline erosion occurring along Beach Drive and authorize the*

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*Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village per the Director of Public Works' memorandum dated November 5, 2019.*

**Library Agreement Update**

North Shore Library Director Susan Draeger-Anderson distributed October 2019 North Shore Library report **[Exhibit B]** and gave a brief report on the proposed North Shore Library Agreement; she stated the agreement has been adopted by both Glendale and Bayside.

Village Manager Scott Botcher stated the North Shore Library Agreement will be on the Village Board agenda in December. The agreement has been modeled in a similar fashion to the agreements done for dispatch and public health. A number of library specific items have been included at the direction of the North Shore Library Director. River Hills has not yet passed the North Shore Library Agreement yet, but will be taking it up in December.

Acting Chairman Fonstad recommended Village of Fox Point's legal counsel review and advise regarding the North Shore Library agreement.

**Future Agenda Items**

*Motion made by Trustee Sumner, seconded by Trustee Kravit and carried unanimously, the Village Board requested a future agenda item to discuss and possibly act on allowing a smart meter opt out in the Village of Fox Point.*

**Announcements**

Acting Chairman Trustee Fonstad

Acting Chairman Fonstad thanked all the volunteers who assisted with the second planting of trees on the date of October 12, 2019.

On October 17, 2019 at 6:00 p.m. a Great Lakes Water Levels Informational Meeting was held at the Schlitz Audubon Nature Center. There were several Fox Point residents in attendance at the meeting. This meeting was directly focused on all aspects of the lake levels, including short term and long term affects and mitigation of shoreline erosion. The website, [www.schlitzaudubon.org](http://www.schlitzaudubon.org) hosts information regarding Lake Michigan shoreline, as well as other conservation efforts.

The Comprehensive Plan Special Committee met on October 22, 2019; the next meeting will be held on November 21, 2019 at 7:45 a.m.

Acting Chairman Fonstad reminded everyone that there is a Village Board meeting and public hearing regarding the 2020 Budget next Monday, November 18, 2019 at 7:00 p.m.

There will be an upcoming North Shore Library event being held by the Library Foundation to kick off the North Shore Library renovation project next Tuesday, November 19, 2019 at 5:30 p.m. at the North Shore Library.

Village Manager Scott Botcher

Village Manager Scott Botcher announced staff including Public Works Director Scott Brandmeier, Village Manager Scott Botcher, and Police Chief Chris Freedy met with Stormonth staff Karen Grimm-Nilsen and Jeff Dellutri. They discussed pedestrian traffic safety concerns, primarily as it focuses on the school. There was good information and a good discussion. The school is engaging in a long-term capital planning process

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regarding pedestrian safety and traffic changes. The village staff will most likely meet with the school's professional contractor. The village will potentially be meeting with them during the next couple of months to assist with input.

The annual review of the Wisconsin League of Municipality insurance was completed. The expenses decreased by approximately \$7,000. The village received a quote for a cyberterrorism insurance rider. There are different levels of coverage. Further discussion will include what the insurance covers, what it doesn't cover and what the protections are for the village. For approximately a two million dollar limit insurance rider, annual coverage cost is approximately \$2,100 to \$2300.

*Respectfully submitted,*

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

**Closed Session**

Motion made by Trustee Ollman, seconded by Trustee Tirado, and carried unanimously by roll call vote (6-0), Village Board convened into closed session at 8:16 p.m. pursuant to state statutes section 19.85(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session involving the possible acquisition of land located at 8311 Greenvale Road. Participating in this portion of the closed session will be the Village Board, Village Manager, Public Works Director, and Village Attorney. The Village Clerk was excused from closed session by the Village Board and Village Manager.

**Reconvene and Possible Action on Closed Session Items**

Motion made by Acting Chairman Fonstad, seconded by Trustee Symchych, and carried unanimously to reconvene into open session at 8:40 p.m.

No action was taken.

**Adjourn**

*Motion made by Trustee Sumner, seconded by Trustee Tirado, and carried unanimously, the Village Board adjourned the Village Board meeting at 8:40 p.m.*

*Respectfully submitted,*

*Scott Botcher  
Village Manager*

## [EXHIBIT A]

### Village of Fox Point Smart Meter Opt-out: Proposal and Resources Submitted by Jennifer Marsch, November 12, 2019

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**PROPOSAL:** Add an ordinance to Village Code allowing residents to opt out of having advanced metering infrastructure ("AMI" or "smart meters") installed in their homes

#### **A) WHY: 2 reasons residents would choose to opt out: health and security**

1. Health: Scientific concern that radio frequency waves emitted by smart meters causes and/or exacerbates health problems (<https://bioinitiative.org>, <https://www.aemonline.org/pdf/AAEMEMFmedicalconditions.pdf>, <http://www.ncsl.org/research/energy/smart-meter-opt-out-policies.aspx>)

Anecdotal reports of health problems following installation of smart meters

North Carolina waives opt-out fees if resident has a doctor's note (<http://www.ncsl.org/research/energy/smart-meter-opt-out-policies.aspx>)

2. Security: smart meters are susceptible to hacking and unauthorized data collection. (<https://www.sciencedaily.com/releases/2019/06/190606101822.htm>)

#### **B) HOW: City of Madison = helpful example of what would work in Fox Point**

(<https://cityofmadison.com/water/sustainability/project-h2o-metering-system/opt-out-policy>; <https://cityofmadison.com/water/documents/Opt-outProgramForm.pdf>)

2 options:

1. Electronic Read Transmitter installed on outside of building (instead of basement): Residents are billed a one-time fee of approximately \$50. The charge reflects added cost to place the meter outside the residence.

2. NO Electronic Read Transmitter on property: Residents have the same quarterly meter reading they have always had, with an additional charge to pay for utility personnel to manually read the meter and enter billing information. In Madison, this costs approximately \$8/month.



## North Shore Library October 2019

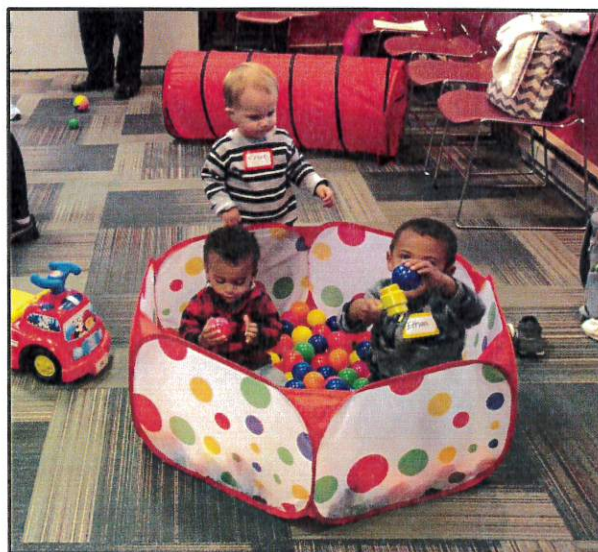
### [EXHIBIT B]

#### *Activity by the Numbers*

- 9,943 Residents visited the North Shore Library
- 17,688 Physical Items checked out
- 45 New Library Cards Issued
- 28 days North Shore Library was open
- 3,755 E-items checked out by NSL residents
- 2,424 WIFI Sessions
- 1,280 Public Computer Sessions
- 3,378 Website Visits
- 52 Community Room uses
- 164 Study Room uses

#### *Classes*

- 24 Children's Classes with 419 Participants
- 15 Adult Classes with 89 Participants
- 4 Outreach Events with 60 Interactions



*Toddler Fun*

#### *Highlights/Accomplishments*

- Youth Services Staff hosted an expert from the Parenting Network to speak with parents about strategies for managing fighting and aggression in their children.
- The popular Tutor in the Library program resumed in October. Drop-in tutoring is available for students in grades 3-12 on Thursday afternoons.
- Teens submitted stories for our first annual Spooky Short Story Contest in October. Teen Advisory Board members judged each story. Natalie D from Bayside won the 6-8 Grade Category and Aiden F from Glendale won the 9-12 Grade Category.
- We interviewed and hired a new Head of Adult Services. Melody Schuetz will start on November 11<sup>th</sup>
- Staff attended the annual Wisconsin Library Association Conference. The North Shore Library received the Innovative Programming Award for our Memory Connection Center and the Programming offered for caregivers of those suffering with dementia.



*Makers Program – Fidget Spinners*

**VILLAGE OF FOX POINT  
VILLAGE BOARD MEETING AND PUBLIC HEARING MINUTES  
NOVEMBER 18, 2019**

A meeting and public hearing Fox Point Village Board was held on Tuesday, November 18, 2019 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. and asked the Village Clerk-Treasurer to take roll call. Roll Call of the Village Board present included:

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

Not present:

Trustee Bill Kravit

Also, present were Village Attorney Eric Larson, Village Manager Scott Botcher, Assistant Village Manager Michael Pedersen, Accountant Financial Manager Mary Carthell, and Village Clerk Treasurer Kelly Meyer.

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

**Public Hearing: Proposed 2020 Village Budget**

*On motion of President Frazer, seconded by Trustee Fonstad, and carried unanimously, the Board opened the Public Hearing at 7:03 p.m.*

*On motion of President Frazer, seconded by Trustee Fonstad, and carried unanimously, the Board closed the Public Hearing at 7:03 p.m.*

**Resolution to Adopt the 2020 Village General Fund Budget, Designated Fund Budgets, and Shared Services Budgets; Levy Taxes; and Impose Delinquent Water and Sewer Charges on the Tax Roll**

*On motion of Trustee Fonstad, seconded by Trustee Tirado, and carried unanimously the Village Board adopted the Resolution language for the 2020 Village General Fund Budget, Designated Fund Budgets, and Shared Services Budgets; Levy Taxes; and Impose Delinquent Water and Sewer Charges on the Tax Roll and authorize the Village Manager to insert the accurate totals in the resolution.*

**Adjourn**

*Motion made by President Frazer, seconded by Trustee Sumner, and carried unanimously, the Village Board adjourned the Village Board meeting at 7:05 p.m.*

*Respectfully submitted,*

Kelly A. Meyer, CMC/WCMC  
Village Clerk Treasurer



## VILLAGE OF FOX POINT

MILWAUKEE COUNTY  
WISCONSIN

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

**To:** Village Board

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

**Through:** Scott Botcher, Village Manager

**Date:** November 12, 2019

**Re:** Appointment of Election Inspectors

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Election Inspectors staff the polling place on Election Day. The duties of the Election Inspectors include preserving order, registering and recording electors, issuing ballots, monitoring voting equipment, counting votes, properly completing the required forms and reconciling results, as required and by Municipal Board of Canvassers when necessary. Election Inspector terms run from January 1 of an even-numbered year through December 31 of the subsequent odd-numbered year; this is a two year commitment for election inspectors. The terms for currently appointed Election Inspectors will be expiring on December 31, 2019.

Village of Fox Point did receive a list from the Democratic Party. This list was not a certified list, as required. It was delivered by Email. In the past, lists have been received certified by mail. The Clerk's Office contacted the Wisconsin Election Commission (WEC) who confirmed the list is permitted to be sent by Email, however the certification is missing. Therefore according to WEC, it is up to the Village Board to approve or deny the appointment of the Election Inspector. The Democratic Party Election Inspector nominee was contacted by the Village of Fox Point Clerk's Office and he confirmed his desire to serve.

A list of additional residents has been attached for those who are interested in serving as Election Inspectors for the next term – January 1, 2020 through December 31, 2021. The clerk's office will continue to actively recruit election inspectors to fill vacancies for the new term, as shortages continue.

It is my recommendation that the Village Board appoint the entire attached list of committed residents to serve Village of Fox Point as Election Inspectors for the two-year term of January 1, 2020 through December 31, 2021, as the Village of Fox Point is in need of election inspectors.

| <b>LAST NAME</b> | <b>FIRST NAME</b> | <b>ADDRESS IN FOX POINT, WI 53217</b> |
|------------------|-------------------|---------------------------------------|
| Amateis          | Judy              | 8266 N Gray Log Lane                  |
| Barrett          | Marie             | 1515 East Bywater Lane                |
| Beachkofski      | Clare             | 7513 N Navajo Rd                      |
| Bell             | Beverly           | 1000 East Bradley Road                |
| Brickman         | Jay               | 8041 N Links Way                      |
| Dickson          | Margaret "Peggy"  | 712 East Green Tree Road              |
| Elliott-Timm     | Collette          | 315 East Daphne Road                  |
| Ernster          | Marceline         | 7612 North Fairchild Road             |
| Ernster          | Paul              | 7612 North Fairchild Road             |
| Fangman          | Samara Rachel     | 7864 North Links Circle               |
| Finley           | Anne Marie        | 8320 North Lake Drive                 |
| Fishman          | Florence          | 500 W Bradley Rd., #324C              |
| Franklin         | Marilyn           | 7870 North Regent Road                |
| Gallinger        | Grant             | 7641 North Bell Road                  |
| Goodman          | Hannah            | 8305 North Allen Lane                 |
| Grady            | Sandra            | 8425 North Indian Creek Parkway       |
| Grady            | Mark              | 8425 North Indian Creek Parkway       |
| Griepentrog      | Richard           | 8305 North Santa Monica Boulevard     |
| Houchin-Miller   | Lesley            | 205 East Calumet Road                 |
| Hurwitz          | Lois              | 8700 North Port Washington Road, #215 |
| Hussin           | Barbara           | 1016 East Quarles Place               |
| Iverson          | Karen             | 510 East Community Place              |
| Jahrman          | Sally             | 500 West Bradley Road, Apt 222C       |
| Johnson          | Betty             | 433 West Bradley Road                 |
| Keefe            | Marcy             | 6445 North Santa Monica Boulevard     |
| Lachenmann       | Roseann           | 7531 North Lake Drive                 |
| Mackiewicz       | Gail              | 7623 North Bell Road                  |
| Melin            | Bob               | 8108 North Whitney Road               |
| Miller           | Antoinette        | 7013 North Lombardy Court             |
| Mills            | Mary Beth         | 1811 East Dean Road                   |
| Mueller          | Barbara           | 410 East Calumet Road                 |
| Murphy           | Sara              | 7319 North Bridge Lane                |
| Olin             | Terri             | 7700 North Club Circle                |
| Palmer           | Robert            | 6711 North Holly Court                |
| Patterson        | Carol             | 8430 North Indian Creek               |
| Pearson          | Diane             | 7036 North Lake Drive                 |
| Pellin           | Carla             | 500 West Bradley Road, Apt 115A       |
| Rasansky         | Cindy             | 200 West Nokomis Court                |
| Reiley           | Kathleen          | 702 East Green Tree Road              |
| Rigby-McCotter   | Christina         | 6819 North Barnett Lane               |
| Rossi            | Barbara           | 8520 N Manor Ln                       |
| Scarnavack       | Claudia Jean      | 425 West Willow Court, Unit 152       |
| Schwartz         | Debbie            | 472 West Willow Court                 |
| Schwartz         | Karin             | 448 East Fox Dale Court               |
| Settler          | Linda             | 7844 North Boyd Way                   |
| Shows            | Paula             | 820 East Green Tree Road              |
| Stanislawski     | Richard           | 214 East Clovernook Lane              |
| Timm             | Annika            | 315 East Daphne Road                  |
| Van Uxem         | Myra              | 8325 North Greenvale Road             |
| Weindling        | Pamela            | 8205 North Lake Drive                 |
| Wessel           | Joan              | 8055 North Seneca Road                |
| Wick             | Elizabeth         | 402 East Calumet Road                 |
| Wolkenstein      | Judy              | 500 West Bradley Road, Apt 108A       |

|                       |        |                  |
|-----------------------|--------|------------------|
| Democratic Party List |        |                  |
| Hersenson             | Sidney | 230 W Nokomis Ct |

### Conditional Use Order

WHEREAS, an application has been filed by Nana-Ko 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 6924 N Santa Monica Blvd, 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. Nana-Ko LLC will conduct a nail spa operation, which includes pedicures, manicures and eyebrow waxing, subject to the terms of this Conditional Use Permit. The hours of operation shall be limited to 9:00 a.m. until 7:00 p.m. Monday through Sunday, unless additional hours are approved in writing by the Village Manager. Four employees are anticipated.
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**  
7200 N. Santa Monica Blvd.  
Fox Point, WI 53217  
(414) 351-8900

## **CONDITIONAL USE PERMIT**

NO. 2019-09  
6924 N. Santa Monica Blvd.  
Fox Point, WI 53217

Permission is hereby granted to by the Village of Fox Point Board of Trustees to Nana-Ko LLC, 6924 N Santa Monica Blvd., Fox Point, WI, as described on the attached Conditional Use Order.

Applicant: Nana-Ko LLC

The Permitted Use Restricted. Nana-Ko LLC will conduct a nail spa operation, which includes pedicures, manicures and eyebrow waxing, subject to the terms of this Conditional Use Permit. The hours of operation shall be limited to 9:00 a.m. until 7:00 p.m. Monday through Sunday, unless additional hours are approved in writing by the Village Manager. Four employees are anticipated.

All Village, State, and Federal regulations must be complied with in full. This is not an Occupancy Permit. Owner/Applicant is responsible for obtaining all necessary permits (Building, sign, food dealers, electrical, etc.).

This conditional use permit specifically incorporates all 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, which plans, specifications, terms and representations are specifically incorporated herein and made a condition hereof. The use as herein permitted is expressly conditioned upon full compliance with all such plans, specifications, terms and representations. Additional terms and conditions of this conditional use permit are shown in the Village of Fox Point Conditional Use Order that is attached hereto and incorporated herein by reference.

Date: December 10, 2019

*Jeanne O'Brien*  
Jeanne O'Brien, MMC/WCPC/CMTW  
Village Deputy Clerk/Treasurer

# **NORTH SHORE FIRE/RESCUE**

## Office of the Fire Chief

Robert Whitaker

To: Board of Directors  
Date: October 3, 2019  
Subject: Single/Multi Year Capital Budget for Purchase/Remodel of Fire Station 83

Adoption of Resolution #19-10, a Single or Multi-Year Capital Budget for Purchase/Remodel of Fire Station 83, would approve the expenditure of North Shore Fire Department Funds for the project. Total costs of the project and purchase, including interest and borrowing costs for financing is \$4,440,735.

The North Shore Fire Services Agreement requires this action be unanimously approved by the Board of Directors and approved by all seven governing bodies of the member communities by resolution. A template of a resolution for the governing bodies is enclosed with the packet and will be provided to the Managers/Administrator with a signed copy of the NSFD Resolution if it is adopted.

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STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

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**RESOLUTION NO. 2019-XX**

**Resolution Approving the “Single or Multi-Year  
Capital” Budget to Remodel the Shorewood Fire  
Station in 2020.**

**WHEREAS**, the Board of Directors of the North Shore Fire Department unanimously adopted Resolution No. 19-09, on October 8, 2019 (the “NSFD Budget Resolution”). The NSFD Budget Resolution (a copy is attached hereto and made part of this Resolution), adopts the “Single or Multi-Year Capital” Budget for 2020-2039 (the “capital contribution budget”) for the remodel of the fire station in Shorewood and further unanimously recommends the capital contribution budget for approval by each of the member municipalities by adoption of this Resolution; and

**WHEREAS**, a “Single or Multi-Year Capital” Budget must be submitted to the governing bodies of the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood and Whitefish Bay and the City of Glendale for approval by each of the seven (7) municipalities; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Fox Point that the Village of Fox Point hereby approves the “Single or Multi-Year Capital Budget” for the remodel of the fire station in Shorewood and agrees to payments to the NSFD in accordance with the provisions of the Financing Formula of the Agreement (with the estimated payments and due dates as outlined in the NSFD Budget Resolution) within 30 days of receipt of a statement from the NSFD and further directs the Village Clerk to provide a certified copy of this Resolution to the NSFD.

**PASSED AND ADOPTED** by the Village Board of the Village of Fox Point this 10<sup>th</sup> day of December, 2019.

Village of Fox Point

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Douglas H. Frazer  
Village President

Countersigned:

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Kelly A. Meyer, CMC/WCMC  
Village Clerk Treasurer

# **NORTH SHORE FIRE/RESCUE**

## **Office of the Finance Director**

**KateLynn Harrigan**

**Date:** May 7<sup>th</sup>, 2019

**To:** Chief Whitaker, NSFD Board of Directors

**Re:** Final General Obligation Bond Resolutions

Per the Station 84 Remodel Project Timeline distributed in February of 2019 the final North Shore Fire Department step in the general obligation borrowing process is the approval of A Resolution Authorizing the Repayment of \$665,000 General Obligation Fire Department Project Bonds.

Per prior actions taken by the North Shore Fire Department Board and coinciding municipalities the Village of Whitefish Bay agreed to borrow \$665,000 on behalf of the Fire Department. The following actions have been taken by the NSFD Board and North Shore communities thus far.

### **North Shore Fire Department Action**

February 19<sup>th</sup>, 2019: Resolution Recommending Approval of Resolutions Confirming the Member Municipalities Obligation to Contribute to the North Shore Fire Department's Budget to Pay the Debt Service on Bonds Issued by the Village of Whitefish Bay

#### **Seven Municipality Resolutions**

Resolution Confirming Obligation to Contribute to North Shore Fire Department's Budget to Pay Debt Service on Bonds Issued by the Village of Whitefish Bay on Behalf of the North Shore Fire Department.

### **North Shore Fire Department Action**

February 19<sup>th</sup>, 2019: A Resolution Approving a "Single or Multi-Year Capital" Budget For Remodel of the Whitefish Bay Fire Station in 2019.

#### **Seven Municipality Resolutions**

A Resolution Approving the "Single or Multi-Year Capital" Budget to Remodel the Whitefish Bay Fire Station in 2019.

Based on previous North Shore Fire Department borrowing practices the NSFD Board needs to approve a final resolution authorizing the repayment of the \$665,000 General Obligation Bonds to the Village of Whitefish Bay based on the final sale results. We are recommending this resolution for approval at the May 14<sup>th</sup>, 2019 Board meeting. Additionally, each of the seven municipalities must also approve a final resolution incorporating the final bond sale results and agreeing to pay the debt service on bonds issued by the Village of Whitefish Bay based on the Department's funding formula. If a municipality chooses to do so it could take the alternative step of authorizing promissory notes to the Village of Whitefish Bay for its proportional share of the debt service for the North Shore Fire Department Station 84 Remodel Project.

### **Final North Shore Fire Department Action to Be Taken**

May 14<sup>th</sup>, 2019: A Resolution Authorizing the Repayment of \$665,000 General Obligation Fire Department Project Bonds

**Final Seven Municipalities Resolutions**

A Resolution Confirming Obligation to contribute to North Shore Fire Department's Budget to Pay Debt Service on Bonds Issued by the Village of Whitefish Bay on Behalf of the Department.

Or

Resolution Authorizing the Issuance of General Obligation Promissory Note to the Village of Whitefish Bay for North Shore Fire Department Project.

A review of prior borrowing practices indicates that none of the seven North Shore communities have elected to issue G.O. promissory notes or bonds for prior and current North Shore Fire Department debt to the municipality financing the projects (Issuing Member) on behalf of the Department. We have also confirmed with Attorney Lanser from Quarles and Brady that absent the issuance of a separate bond or note to the Issuing Member, the other members could still take the position that its debt service contribution is exempt from the levy limit because it represents payment of debt service on general obligation debt authorized after July 1, 2005. However, issuing a separate bond or note to evidence the obligation to the Issuing Member makes the exemption from levy limits clear. We are providing all municipalities with the option and information to take the additional step today in case any community deems it necessary. The Promissory Note resolutions included in your packet are draft resolutions only. Should any municipality elect to take this step I will work with each community, Quarles and Brady and Ehlers to draft the specific resolutions needed for your community.

Respectfully submitted,

KateLynn Harrigan

# NORTH SHORE FIRE/RESCUE

## Office of the Fire Chief

Robert Whitaker

To: NSFD Member City Council/Village Boards  
Date: September 5, 2019  
Subject: Resolution 19-07

Section 66.0602(3)(h) provides that levy limits otherwise applicable to municipalities under Chapter 66 of Wisconsin Statutes do not apply to the amount that a city or village may levy in that year to pay for charges assessed by a joint fire department to the extent that the amount levied to pay for such charges would cause the city or village to exceed the limits imposed under Section 66.0602, Wis. Stats.

The exemption applies if the total charges assessed by the Department for the budget year do not exceed the previous year's charges by a percentage that is less than or equal to the percentage change in the US Consumer Price Index for all urban consumers, US City Average, as determined by the US Department of Labor for the 12 months ending on September 30<sup>th</sup> of the year of the levy plus 2%. Additionally, the Statute requires that for the exemption to be applicable, the governing bodies of all the cities and villages served by the Department must adopt a resolution in favor of exceeding such levy limit.

The applicable CPI change is 1.8% (estimated), so under State Statute, the allowable increase is 3.8%. The Department's actual increase in charges is 2.3%.

It is my understanding that several member municipalities are interested in using the levy limit exemption for 2019. Enclosed is a resolution for consideration by each member municipality. It is important each community consider this resolution prior to November 15, 2019.

If approved, please forward a signed copy of your municipality's resolution.

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STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

**RESOLUTION NO. 2019-xx**

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**In the Matter of Authorizing an Exception to the Levy Limits for Charges for the North Shore Fire Department Pursuant to 2005 Wisconsin Act 484**

**WHEREAS**, the Village of Fox Point is a participating member of the North Shore Fire Department under the North Shore Fire Services Agreement, and

**WHEREAS**, the Wisconsin Legislature has enacted 2005 Wisconsin Act 484 on May 30, 2006, published on June 13, 2006; and

**WHEREAS**, Act 484 creates Section 66.0602(3)(h), Wis. Stats., which statute provides that levy limits otherwise applicable do not apply to the amount that a city or village may levy in that year to pay for charges assessed by a joint fire department to the extent that the amount levied to pay for such charges would cause the city or village to exceed the limits imposed under Section 66.0602, Wis. Stats.; and

**WHEREAS**, the exception to the levy limit applies only if the total charges assessed by the joint fire department for the current year increase, relative to the total charges assessed for the previous year, by a percentage that is less than or equal to the percentage change in the US Consumer Price Index for all urban customers, US city average, as determined by the US Department of Labor for the 12 months ending on September 30<sup>th</sup> of the year of the levy, plus 2%; and

**WHEREAS**, the exception to levy limits under Act 484 further only applies if the governing body of each city and village served by the North Shore Fire Department adopts a resolution in favor of exceeding such levy limit as may be applicable;

**NOW THEREFORE, BE IT RESOLVED** that the Village of Fox Point hereby authorizes a levy for charges assessed by the joint fire department which exceeds the limit as described and imposed by Section 66.0602, Wis. Stats., but only to the extent as authorized by Section 66.0602(3)(h)2a, Wis. Stats., and

**BE IT FURTHER RESOLVED** that this resolution shall not be construed as authorizing the North Shore Fire Department to adopt any particular budget, but rather that the Act 484 budget formula shall be deemed a maximum limit on any budget increase which is duly adopted under all applicable procedures and requirements of the North Shore Fire Services Agreement.

**PASSED AND ADOPTED** by the Village Board of the Village of Fox Point, this 10<sup>th</sup> day of December, 2019.

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Douglas H. Frazer  
Village President

Countersigned:

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

# NORTH SHORE FIRE/RESCUE

## Office of the Fire Chief

Robert Whitaker

To: Board of Directors  
Date: October 3, 2019  
Subject: Resolution #19-09 Member Municipalities Obligation to Contribute

In order to fund the Single/Multi-Year Capital Budget as outlined in the following agenda item, the Village of Whitefish Bay will borrow on the Department's behalf. Resolution #19-09 recommends the seven member municipalities adopt a resolution confirming the member municipalities obligation to contribute to the NSFD Budget to pay the debt service issued by the Village of Whitefish Bay. Estimates on those payments are available in the enclosed report from Ehlers. A template of the resolution for the municipalities (Resolution Confirming Obligation to Contribute to North Shore Fire Department's Budget to Pay Debt Service on Bonds Issued by the Village of Whitefish Bay on Behalf of the North Shore Fire Department) is enclosed and will be provided to the Managers/Administrator with a signed copy of the NSFD Resolution if it is adopted. This resolution will need to be adopted by all seven municipalities by November 30, 2019 so they can be provided to the Village of Whitefish Bay prior to their Village Board's approval of the bond sale. Staff will be available to attend any municipal governing meeting as requested.

As you may recall, the Department's Long-Range Financial Plan included a suggested budget of \$6.2 Million of project costs to remodel/replace Fire Stations 82, 83 and 84. This budget provided the ability of the Department to extend current debt service payments by 20 years but not increase the municipal debt service contribution levels. Station 83 and Station 84 project budgets are \$3,940,795. This provides a budget of \$2,259,205 for Station 82. I would suggest we begin the design and planning for this project in early 2020.

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STATE OF WISCONSIN      VILLAGE OF FOX POINT      MILWAUKEE COUNTY

**RESOLUTION NO. 2019-XX**

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**RESOLUTION CONFIRMING OBLIGATION TO CONTRIBUTE TO  
NORTH SHORE FIRE DEPARTMENT'S BUDGET TO PAY DEBT SERVICE  
ON BONDS ISSUED BY THE VILLAGE OF WHITEFISH BAY ON  
BEHALF OF THE NORTH SHORE FIRE DEPARTMENT**

**WHEREAS**, the Village of Bayside, the Village of Brown Deer, the Village of Fox Point, the City of Glendale, the Village of River Hills, the Village of Shorewood, and the Village of Whitefish Bay (the communities listed hereinabove shall be referred to individually as a "Municipality" and collectively as the "Municipalities") are parties to an Amended and Restated North Shore Fire Services Agreement (the "Agreement"); and

**WHEREAS**, the Agreement provides for a jointly operated fire and emergency services department known as the North Shore Fire Department (the "Department") to serve the Municipalities; and

**WHEREAS**, the Board of Directors of the Department has recommended joint financing by the Municipalities for the remodeling of the Whitefish Bay Fire Station for the North Shore Fire Department (the "Project") for the benefit of the Department to more adequately serve the needs of the residents of the Municipalities; and

**WHEREAS**, the Village of Whitefish Bay has issued \$665,000 general obligation bonds (the "Bonds") to finance the Project on behalf of the Department; and

**WHEREAS**, the Agreement provides a financing formula (the "Formula") for determining each Municipality's annual financial contribution to the Department's operating, maintenance and capital budgets; and

**WHEREAS**, the Municipalities intend that each Municipality pay a share of the debt service on the Bonds in accordance with the Formula as illustrated in Exhibit A; and

**WHEREAS**, this Municipality currently funds its annual financial contribution to the Department out of its annual levy, subject to annual appropriation; and

**WHEREAS**, in consideration of the benefits to be received by the Municipality as a result of the Project and the issuance of the Bonds, the Village of Fox Point Village Board of the Municipality (the "Governing Body") hereby deems it necessary and in the best interest of the Municipality to confirm its commitment to pay its share of debt service on the Bonds (determined in accordance with the Formula) and may choose to provide for the issuance of a general obligation promissory note to the Village of Whitefish Bay.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Municipality, that:

1. This Municipality shall pay, as part of its annual financial contribution to the Department, its share of the debt service on the Bonds.

The amount of the debt service contribution by the Municipality each year shall be determined as described in Section 17 of the Agreement, and such contribution shall be payable upon the terms provided for in Section 17 of the Agreement; provided that upon termination, expulsion or withdrawal of the Municipality under the Agreement, the Municipality's share of the cost of the Project, to the extent not charged to and paid by the Municipality, shall be considered in applying the provisions of Section 21 of the Agreement regarding distribution of assets and shall be an offset against the amount the Municipality is to receive pursuant to Section 21 of the Agreement.

2. The Municipality acknowledges that the Village of Whitefish Bay, in issuing the Bonds, is relying on the representations and covenants made by the Municipality in this resolution and may take action to enforce the representations and covenants of the Municipality made hereunder.

**PASSED AND ADOPTED** by the Village Board of the Village of Fox Point of this 10<sup>th</sup> day of December, 2019.

Village of Fox Point

---

Douglas H. Frazer  
Village President

Countersigned:

---

Kelly A. Meyer, CMC/WCMC  
Village Clerk Treasurer



## VILLAGE OF FOX POINT

MILWAUKEE COUNTY  
WISCONSIN

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

**To:** Village of Fox Point Village Board  
**From:** Scott Brandmeier, Director of Public Works   
**Through:** Scott Botcher, Village Manager   
**Date:** December 3, 2019  
**Re:** Recommendation for 2020 Forestry Services

---

Since the retirement of the past Village Forester and solicitation of proposals for Village Forester services, the Village has retained Wachtel Tree Science each year to serve as its Village Forester. Wachtel Tree Science has submitted a proposal to provide all necessary forestry services for 2020 including responding to resident requests, coordinating tree planting activities, and participation in the civic and volunteer groups, among others for an amount not to exceed \$42,000. The cost of the proposal is consistent with prior proposals received from Wachtel and reflects the additional work under taken each of the past few years that have required the execution of a change order.

Village staff has been very pleased with Wachtel Tree Science's performance in providing Village Forester services for Village. Given the firm's performance and the fact that Wachtel Tree Science was the only firm that expressed an interest in serving as the Village Forester when proposals from qualified applicants were sought in 2008, it is my recommendation that the Village Board accept the proposal from Wachtel Tree Science for Village Forester services in 2020 in an amount not to exceed \$42,000 and that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the General Fund.

AGREEMENT BETWEEN THE VILLAGE OF FOX POINT  
AND WACHTEL TREE SCIENCE & SERVICE  
FOR VILLAGE FORESTRY SERVICES

This contract entered on the last date of execution shown below, between the Village of Fox Point (the "Village") a municipal corporation duly existing in the State of Wisconsin, and Wachtel Tree Science and Service, Inc. ("Wachtel"), a Wisconsin corporation.

In consideration of the mutual promises and covenants described herein, and for other good and valuable consideration which is duly acknowledged, Village and Wachtel agree that Wachtel shall provide the following services to the Village of Fox Point for the 2020 calendar year, subject to the following terms and conditions:

- 1 Respond to and resolve client requests on a weekly basis in accordance with Village codes to include:
  - Site visit including resolution
  - Phone call, letter or electronic mail message to resident with resolution
  - Create a work order for field crews
  - Follow up on resident requests (especially bluff permits)
- 2 Perform Village-wide "scout" surveys to check for the presence of Dutch Elm disease, Gypsy Moth and Emerald Ash Borer.
- 3 Coordinate contracts and operations to ensure that Village services in regard to Forestry are not disrupted. Contracts will include tree planting, pruning, removal, and stump removal operations.
- 4 Design and implement a tree planting program to include:
  - Identify locations for replacement trees where feasible
  - Provide homeowner input in selection and diversity
  - Review Village property for tree planting opportunities
  - Work within a defined budget
- 5 Review and keep up to date the Village pruning cycle.
- 6 Develop a yearly Forestry budget for Village approval.
7. Lead and participate in the following groups:
  - Tree Commission
  - Indian Creek Stewardship group
  - Fox Point Foundation
- 8 Prepare annual Tree City USA and Bird City Wisconsin applications.
- 9 Conduct an Arbor Day celebration with assistance from the Fox Point Federated Garden

Club and participate in the annual International Migratory Bird Day celebration held in May.

10. Assist the Village in any forestry-related grant writing and grant administration.
11. Term. The term of this agreement shall be for the calendar year 2020. Either party can terminate this agreement at any time upon thirty (30) days written notice.
12. Payment Terms. The above work shall be at an hourly rate of \$130.00 with estimated hours of 323 for a yearly total of \$42,000. The parties recognize and agree that charges to the Village shall not exceed \$42,000 for the term of this agreement. Wachtel shall provide written notice to the Village Director of Public Works when the number of hours reaches 290, and if it appears that the work contemplated by this agreement cannot be completed within the 323 hour estimate.
13. Nature of Relationship. It is the mutual intent of the parties that this agreement shall create an independent contractor's agreement as such is defined under all applicable laws of the State of Wisconsin and shall specifically not be construed as an employer/employee relationship. Wachtel shall retain full right and authority to control the methodology in the implementation of their contractual obligations, and shall exercise independent discretion in all matters of their professional expertise. Wachtel shall report to the Village Director of Public Works, or his/her designee, periodically as reasonably necessary to apprise the Village of the progress of the projects, and as to any matters of concern.
14. Public Records Responsibilities. Village and Wachtel recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Village and Wachtel agree as follows. When Village receives public records requests for matters that Village believes might be proprietary or confidential information, Village will notify Wachtel of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Wachtel shall either provide Village with the record that is requested, for release to the requestor; or Wachtel shall advise Village that Wachtel objects to the release of the requested information, and the basis for the objection. If for any reason Village concludes that Village is obligated to provide a record to a requestor that is in Wachtel's possession, Wachtel shall provide such records to Village immediately upon Village's request. Wachtel shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Wachtel shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of

any claim asserted or imposed upon the Village, its officers, agents, employees and independent contractors growing out of (i) Village's denial of a records request, based upon objections made by Wachtel, or (ii) Wachtel's failure to provide records to Village upon Village's request; or (iii) Village's charges made to a records requestor, based upon reimbursement of costs Wachtel charged to Village in responding to a records request; or (iv) Village's lack of timely response to a records request, following Wachtel's failure to timely respond to Village as required herein; or (v) Village's provision of records to a requestor that were provided to Village by Wachtel in response to a records request. Wachtel's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that Village may provide all requested documents, programs, data, and other records to the requestor, upon failure by Wachtel to defend, indemnify or hold harmless the Village as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

VILLAGE OF FOX POINT

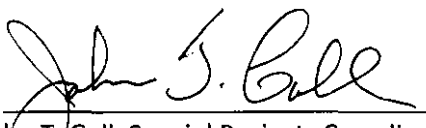
\_\_\_\_\_  
Douglas H. Frazer, Village President

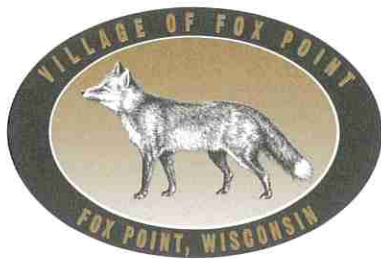
ATTEST:

\_\_\_\_\_  
Kelly Meyer, Village Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Wachtel Tree Science & Service, Inc.

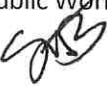
By:   
John T. Gall, Special Projects Coordinator



## 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   
**CC:** John Gall  
**Date:** December 3, 2019  
**Re:** Recommendation for 2020 Emerald Ash Borer (EAB) Management

---

During budget deliberations in 2012, Village Staff along with our Forester, Wachtel Tree Science (Wachtel), recommended an 8-year Emerald Ash Borer (EAB) Initiative whereby the Village allocate \$154,000 annually to manage, treat and selectively remove ash trees in the Village. The funding for the first year of the EAB Initiative was approved for 2013. The Village is entering the eighth year of the eight-year program and funding was included in the 2019 budget to continue the initiative.

As our Contract Forester, Wachtel oversaw the first seven years of the initiative between 2013 and 2019. To maintain continuity and to provide efficient services to the Village, Wachtel has submitted a proposal to conduct additional EAB Management activities including ash tree removal, replanting and treatment, and coordination of the incorporation and integration of the data collected into the Village's GIS database. The services provided are in addition to the regular forestry services to be performed by Wachtel this year.

Wachtel has submitted a proposal in the amount of \$15,000 to perform the EAB Management activities in 2020. The proposed funding is static from 2018 and 2019. It is my recommendation that the Village Board accept the proposal of Wachtel Tree Science in an amount not to exceed \$15,000 to conduct EAB Management activities for the Village and that the Village President and Village Clerk be authorized to sign the proposal on behalf of the Village with funding to come from the Capital Projects Fund.



AGREEMENT BETWEEN THE VILLAGE OF FOX POINT  
AND WACHTEL TREE SCIENCE & SERVICE  
FOR PROFESSIONAL ARBICULTURAL CONSULTING SERVICES  
EMERALD ASH BORER INITIATIVE - 2020

This contract entered on the last date of execution shown below, between the Village of Fox Point (the "Village") a municipal corporation duly existing in the State of Wisconsin, and Wachtel Tree Science and Service, Inc. ("Wachtel"), a Wisconsin corporation.

In consideration of the mutual promises and covenants described herein, and for other good and valuable consideration, which is duly acknowledged, the Village and Wachtel agree that Wachtel shall provide the following services to the Village of Fox Point for the 2020 calendar year, subject to the following terms and conditions:

**I. For Administration of 2020 Village Budgeted Funds for EAB Activities**

Wachtel will perform the following administrative duties for contracting ash tree removal, stump removal and site restoration; tree replacement plantings; and ash tree treatments within the Village's 2020 capital projects budget for such activities.

1. Utilizing the Village's GIS street, park/ public property tree inventories, locate and field verify ash that meet the criteria as determined by the Village to be candidates for removal or treatment during the 2020 season.
2. Prepare informational letters (if determined to be necessary) explaining the process of the removal, replacement and treatment programs. The Village would send the letter, approved by Village staff, to residents that are impacted by this program.
3. Prepare bid documents for: tree removal, stump removal, tree treatment, and new tree planting. Village staff will incorporate these specifications into complete bid documents. The Village will advertise and mail documents to prospective bidders from a bidders list provided by the consultant. Consultant to assist Village staff with selection of qualified contractors to perform the work.
4. Select diverse species of trees that will be used in the replanting effort.
5. Mark trees that are identified for treatment or removal and locate sites where new trees will be planted.
6. Assist Village staff as requested with inspection of work by contractors.

Our work will be on a time and materials basis at a cost not to exceed \$15,000.00, with an estimate of approximately 115 hours. Our hourly rate is \$130 for the Project Manager and \$105 for a Staff Certified Arborist. We anticipate being able to begin work soon after receiving approval from the Village to proceed. The timetable as has been discussed includes having the ash treatments completed by July 15th for trunk injected products, the tree removal contract

awarded by November 2020 and replanting stock secured by December 2020 for the appropriate spring 2021 planting time.

## **II. Miscellaneous Provisions**

1. Term. The term of this agreement shall be for the calendar year 2020. Either party can terminate this agreement at any time upon thirty (30) days written notice.
2. Payment Terms. The above work shall be at an hourly rate of \$130.00 for Project Manager and \$105.00 for a Staff Certified Arborist with a total cost of \$15,000. The parties recognize and agree that charges to the Village shall not exceed \$15,000 for the term of this agreement without a written change order approved by the Village Board.
3. Nature of Relationship. It is the mutual intent of the parties that this agreement shall create an independent contractor agreement as such is defined under all applicable laws of the State of Wisconsin and shall specifically not be construed as an employer/employee relationship. Wachtel shall retain full right and authority to control the methodology in the implementation of their contractual obligations and shall exercise independent discretion in all matters of their professional expertise. Wachtel shall report to the Village Director of Public Works or his/her designee, periodically as reasonably necessary to apprise the Village of the progress of the projects, and as to any matters of concern.
4. Public Records Responsibilities. Village and Wachtel recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Village and Wachtel agree as follows. When Village receives public records requests for matters that Village believes might be proprietary or confidential information, Village will notify Wachtel of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Wachtel shall either provide Village with the record that is requested, for release to the requester; or Wachtel shall advise Village that Wachtel objects to the release of the requested information, and the basis for the objection. If for any reason Village concludes that Village is obligated to provide a record to a requester that is in Wachtel's possession, Wachtel shall provide such records to Village immediately upon Village's request. Wachtel shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Wachtel shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Village, its officers, agents, employees and independent contractors growing out of (i) Village's denial of a records request, based upon objections made by Wachtel, or (ii) Wachtel's failure to provide records to Village

upon Village's request; or (iii) Village's charges made to a records requester, based upon reimbursement of costs Wachtel charged to Village in responding to a records request; or (iv) Village's lack of timely response to a records request, following Wachtel's failure to timely respond to Village as required herein; or (v) Village's provision of records to a requester that were provided to Village by Wachtel in response to a records request. Wachtel's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that Village may provide all requested documents, programs, data, and other records to the requester, upon failure by Wachtel to defend, indemnify or hold harmless the Village as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

VILLAGE OF FOX POINT

\_\_\_\_\_  
Douglas H. Frazer, Village President

ATTEST:

\_\_\_\_\_  
Kelly Meyer, Village Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Wachtel Tree Science & Service, Inc.



By: \_\_\_\_\_  
T. Gall, Special Projects  
Coordinator



## 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:** December 3, 2019  
**Re:** Acceptance of Indian Creek Maintenance Proposal

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

---

In 2006 and 2007, the Milwaukee Metropolitan Sewerage District reconstructed the drainage way along Indian Creek to accommodate a 1% probability storm (often referred to as a 100-year storm). The agreement with the Village of Fox Point required MMSD to maintain the creek bed (in essence, the flow line) for a period of 5 years and, thereafter, maintenance of Indian Creek would become the Village of Fox Point's responsibility.

In recent years, cattails have overgrown the desired native vegetation. In order to properly manage the cattail growth and establish the desired native species, Marek Landscaping (which has performed maintenance on Indian Creek in the past under contract with MMSD) was contacted to provide the Village with proposals to remove the cattail mass and to begin re-establishing the native vegetative species.

In 2015, Marek began a management program along the creek bed which included cattail control and vegetation maintenance. These activities continued in 2016 through 2019 and have been very successful at significantly reducing the cattail population. The activities undertaken by Marek have helped in managing the cattails and other invasive plant species. I am recommending that the Village continue with the active management program and I requested that Marek submit another proposal for this year's activities.

Marek has submitted a proposal that includes cattail and invasive species control over the entire creek bed, control of tree seedlings from Dean Road north to Indian Creek Parkway, plug planting, and preparation of progress and year end reports. Based on my review of the proposal, it is my recommendation that the Village Board accept the proposal of Marek Landscaping for the 2020 Indian Creek vegetative maintenance in an amount not to exceed \$16,510 and authorize the Village President and Village Clerk to sign the agreement on behalf of the Village. The Village has budgeted \$18,000 in the storm water utility to fund these activities.



# Indian Creek Land Stewardship 2020

## Marek Landscaping LLC

**Client Name:** Village of Fox Point

**Project Name:** Indian Creek Land Stewardship 2020

**Jobsite Address:** 8308 N Indian Creek Pkwy Fox Point, WI 53217

**Billing Address:** 7200 North Santa Monica Blvd Fox Point, WI 53217

**Estimate ID:** EST1625963

**Date:** Nov 27, 2019

### Purple Loosestrife and Reed Canary Grass Control (6.5 acres) \$3,760.00

Entire 6.5 acre site.

Herbicide applications to Purple Loosestrife plants before flowering using backpack sprayers and wick applicators with aquatic use approved herbicides. Control may also include hand pulling and bagging for disposal for flowering plants. Herbicide application to Reed Canary Grass populations as they establish throughout the entire site. Repeat herbicide applications to these sites will be applied as needed.

- 4 visits throughout season

### Cattail Control and Maintenance (6.5 acres) \$3,120.00

Entire 6.5 acre site.

Herbicide applications to cattail regrowth via backpack sprayers and wick applicators using aquatic use approved herbicides.

- 2 visits (approximately July and September)

### Mixed Invasives (6.5 acres) \$2,760.00

Entire 6.5 acre site.

Invasive species throughout the site will be controlled by a combination of cutting, pulling, targeted herbicide application with backpack sprayers or spray bottles, and collection of invasive seed.

- 2 visits throughout season

### Control of Tree Seedlings - Area 4 \$2,520.00

North of E. Dean Road to N Indian Creek Parkway.

Control of Ash, Buckthorn, and other tree seedlings within creek bed and back-up areas. Control will consist of cutting and/or mowing seedlings and stump treating with an herbicide labeled for aquatic use, or basal bark treating seedlings with an herbicide labeled for aquatic use.

**Plug Planting Fall 2020**

**\$3,470.00**

Planting of 480 native plugs. Native plugs will be chosen to add additional native species that are difficult to establish from seed and are not prominent in the site already. Plugs will be covered with protective plant barrier that includes chicken wire. This will prevent waterfowl and small mammals from foraging the plugs. Barrier to be left in place for 1-3 growing seasons.

**Progress Monitoring and End of the Year Report**

**\$880.00**

Includes inspections to monitor progress and a summary to report the year's efforts and make recommendations for future work.

|                       |                    |
|-----------------------|--------------------|
| <b>Subtotal</b>       | \$16,510.00        |
| <b>Taxes</b>          | \$0.00             |
| <b>Estimate Total</b> | <b>\$16,510.00</b> |

Thank you for your business. This proposal becomes the working contract when signed.

Progress invoices will be sent as work is completed. Payment due within 30 days of invoice.

Estimate authorized by: \_\_\_\_\_  
Company Representative

Estimate approved by: \_\_\_\_\_  
Customer Representative

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_



## 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:** December 3, 2019  
**Re:** Acceptance of Indian Creek Woods Maintenance Proposal

In 2019, the Village contracted with Marek Landscaping to provide additional invasive species control in the Indian Creek Woods after the removal of the ash, elm and other tree species in the woods. Until native vegetation and the trees planted this fall are well established, staff intends to continue with invasive species control in the former wooded area.

Marek has submitted a proposal to the Village that includes vegetation maintenance, plug planting and installation of a Black Locust bench along with three alternatives – planting double plugs (2,000 instead of 1,000) and installation of a bridge over a small gully (two separate options). Staff recommends approval of the base quote items but none of the alternatives at this time. It is planned that staff within the Department of Public Works will install a small bridge or improve the path through the gully area.

Based on my review of the proposal, it is my recommendation that the Village Board accept the proposal of Marek Landscaping for the 2020 Indian Creek Woods vegetative maintenance in an amount not to exceed \$7,603 and authorize the Village President and Village Clerk to sign the agreement on behalf of the Village. Funding will be allocated from the EAB account.



# Indian Creek Woods Land Stewardship 2020

## Marek Landscaping LLC

**Client Name:** Village of Fox Point

**Project Name:** Indian Creek Woods Land Stewardship 2020

**Jobsite Address:** 7200 North Santa Monica Blvd Fox Point, WI 53217

**Billing Address:** 7200 North Santa Monica Blvd Fox Point, WI 53217

**Estimate ID:** EST1624494

**Date:** Nov 26, 2019

The project area includes the Indian Creek Woods trail and surrounding woods between N Mohawk Rd and E Spooner Rd. In winter/spring of 2019 nearly all Ash were removed from the site and many Box Elder, Buckthorn and Honeysuckle were also removed. Total canopy removed is estimated to be greater than 70%. The ground layer was treated for mixed invasive species though the year and included burdock, garlic mustard, dames rocket, and thistles. In the fall of 2019 a total of 230 trees were planted by the village and volunteers. Tree species included Sugar Maple, Speckled Alder, Basswood, Tamarack, Yellow Birch, Hackberry, American Beech, Quaking Aspen, and Bur Oak. In fall/winter of 2019, invasive and undesirable woody re-sprouts were treated including Ash, Box Elder, Buckthorn, and Honeysuckle.

### Vegetation Maintenance

**\$2,744.00**

Includes a minimum of 4 visits by staff ecologists throughout the 2020 growing season to;

- Control invasive and undesirable herbaceous and woody plants
- Treat re-sprouting trees and shrubs that have been previously removed
- Seed bare and/or disturbed areas with a custom woodland native seed mix and cover crop to prevent erosion, prevent re-infestation of invasive and undesirable plants, and encourage the establishment of the intended native plant community

Invasive and undesirable vegetation will be controlled by targeted foliar herbicide application, pulling, cutting, and collection of viable weed seed. Timing will be dependent upon plant development and the specific phenology of the species to be targeted to ensure all species are controlled and at the most effective time.

Species present and to be targeted include but are not limited to, Dames Rocket, Garlic Mustard, Common Burdock, Curlydock, Thistles, Teasels, Common Buckthorn, Glossy Buckthorn, Honeysuckle, Box Elder and Ash.

### Plug Planting Fall 2020

**\$4,370.00**

Planting of 1,000 native plugs. The area has been recently disturbed and many species may self populate and establish though the growing season. Therefore specific areas to be planted and species chosen will be determined after observing the spring and summer growing season.

### Option to Double Plugs

**\$8,040.00**

Planting of 2,000 native plugs. The area has been recently disturbed and many species may self populate and establish though the growing season. Therefore specific areas to be planted and species chosen will be determined after observing the spring and summer growing season.

\*The option to double the number of plugs will help the site recover at a faster rate.

**Option 1 - Deck Bridge**

**\$4,106.00**

Bridge to be installed over gully on the East side of Mohawk Rd, enabling easier access to the trail. Bridge will be approximately 12' in length, by 40" wide. Bridge will be constructed of black locust girders and black locust decking, with stainless steel fasteners. Decking will be at least 1.5" thick and vary in between 2" to 10" widths. See shop drawing 1 for detail.

**Option 2 - Plank Bridge**

**\$1,558.00**

Bridge to be installed over gully on the East side of Mohawk Rd, enabling easier access to the trail. Bridge will be approximately 12' in length, by approximately 22" wide. Planks will be wild edge, 2" thick and placed along black locust cross timbers, secured with stainless steel fasteners. See shop drawing 2 for detail.

**Black Locust Bench**

**\$489.00**

Leopold bench custom made with Black Locust wild edge timbers. The original Aldo Leopold cabin bench design. Approximately 42" wide.

\$100 for delivery and placement

Payment Terms: Work will be progress billed. Payment due within 10 days of invoice.

Estimate authorized by: \_\_\_\_\_

Company Representative

Estimate approved by: \_\_\_\_\_

Customer Representative

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_



## 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: December 3, 2019

Re: 2020 Sanitary Sewer Televising

A handwritten signature in blue ink, appearing to be 'S. Brandmeier', is written over the 'From' and 'Through' lines of the memo.

As part of the Village's maintenance and inspection of its sanitary sewers, the Village will televise certain segments of the sanitary sewers to determine the condition of the mains and make recommendations on any necessary rehabilitation activities. This year's proposed televising focuses predominantly on Basin No. 5 and includes approximately 13,000 linear feet of televising. These areas were targeted, in part, due to the fact that these are aging mains with little history of rehabilitation. The results of the televising will help staff determine whether any repairs are necessary along these segments of pipe.

On our behalf, Kapur & Associates solicited quotes from televising contractors and has received a quote to televise the mains at a very reasonable cost of \$0.60 per foot or about \$7,800.00. After the televising is complete, it is proposed that Kapur & Associates will review all of the videos and provide recommendations to DPW staff regarding which segments of the sanitary sewer mains require rehabilitation and which do not.

Kapur & Associates has submitted a proposal in an amount not to exceed \$15,496 to coordinate the 2020 sanitary sewer televising. I have reviewed their proposal to coordinate the televising and find that the costs are reasonable. Therefore, it is my recommendation that the proposal be accepted in an amount not to exceed \$15,496, and that the Village President and Village Clerk be authorized to sign the proposal on behalf of the Village. Funding is available in and proposed to be allocated from the Sanitary Sewer Fund.

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

**CONTRACT BETWEEN  
VILLAGE OF FOX POINT  
AND  
KAPUR & ASSOCIATES, INC.  
FOR  
2020 SANITARY SEWER CCTV INSPECTION IN BASIN NO. 5  
VILLAGE OF FOX POINT**

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

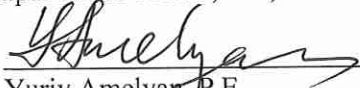
The scope of work includes time for collection of data and closed circuit televising (CCTV) work as follows:

- Review sanitary sewer as-builts and preparation of proposed CCTV location map (determine the size and length for each proposed televising sanitary sewer segment) and field coordination between TV contractor, residents and Village;
- Televising of approximately 13,000 L.F. of 8", 10" and 12" sanitary sewer main;
- TV Inspection of 3 connections from Village properties to the MIS on Santa Monica Blvd. Particularly: from swimming pool, Village Hall and the PD to the MIS.
- Review video's and determine the physical condition of sanitary sewer main;
- CCTV inspection report, recommendation for rehab and construction cost estimate.

Total fees for this service are a time and materials not to exceed amount of \$15,496.00. This proposal includes all reimbursable cost and expenses. Our fees are detailed in the attached Fee Schedule.

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

For Kapur & Associates, Inc.,

By:   
Yuriy Amelyan, P.E.,  
Associate/Project Manager

Date: 11-27-2019

For the Village of Fox Point,

By: \_\_\_\_\_  
Douglas H. Frazer  
Village President

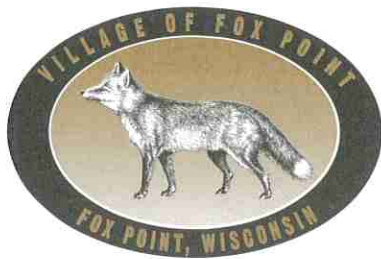
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kelly Meyer  
Village Clerk

Date: \_\_\_\_\_

**COST NOT TO EXCEED**  
**FOX POINT 2020 SANITARY SEWER CLOSED CIRCUIT TELEVISION**

| TASK                                                                                                                                                          | Project Manager                    | Project Engineer | Cad Technician | Total Task Hours | Total Task Cost    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------|----------------|------------------|--------------------|
|                                                                                                                                                               | \$155.00                           | \$109.00         | \$80.00        |                  |                    |
| Review of sanitary sewer as-builts and preparation of proposed CCTV location map                                                                              |                                    | 8                | 6              | 8                | \$872.00           |
| Televising of sanitary sewer main, field coordination between TV contractor, residents and Village                                                            | Approximately 13,000 Feet @ \$0.60 |                  |                |                  | \$7,800.00         |
| TV Inspection of 3 connections from Village properties to the MIS on Santa Monica Blvd. Particularly: from swimming pool, Village Hall and the PD to the MIS. | 3 Each @ \$ 450                    |                  |                |                  | \$1,350.00         |
| Review video's and determine physical condition of sanitary sewer main                                                                                        | 4                                  | 20               |                | 24               | \$2,800.00         |
| CCTV inspection report, recommendation for rehab and cost estimate                                                                                            | 4                                  | 16               | 2              | 22               | \$2,524.00         |
| Reimbursable expenses                                                                                                                                         |                                    |                  |                |                  | \$150.00           |
| <b>TOTAL</b>                                                                                                                                                  |                                    |                  |                | 60               | <b>\$15,496.00</b> |



## 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:** December 3, 2019  
**Re:** Recommendation for 2020 Sanitary Sewer Rehabilitation Design

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works is coordinating work associated with the rehabilitation of sanitary sewers located in Sanitary Sewer Basin Nos. 4 and 6 totaling approximately 5,050 linear feet of sewer lining and 20 sanitary sewer segments. This work is being proposed to address deficiencies in the sanitary sewer lines. Rehabilitation of the sanitary sewers will include cured in place pipe (CIPP) lining.

Kapur & Associates has been actively involved in the infiltration and inflow analysis and other sanitary sewer projects for the Village and is intimately familiar with the deficiencies in these sanitary sewer segments. Therefore, it is my recommendation that the Village retain Kapur & Associates to perform the design and construction document preparation activities associated with this project. They have submitted a proposal in an amount not to exceed \$11,068. I have reviewed the proposal and find it to be reasonable and appropriate. It is my further recommendation that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the Sanitary Sewer Fund.

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

**CONTRACT BETWEEN  
VILLAGE OF FOX POINT  
AND  
KAPUR & ASSOCIATES, INC.**

**DESIGN FOR 2020 SANITARY SEWER REHABILITATION**

We are pleased that the Village has requested Kapur & Associates, Inc. perform professional engineering services for the above referenced project. The 2020 Sanitary Sewer Rehabilitation project includes rehabilitation of the sanitary sewers main line in Basins No's 4 and 6.

Base Bid will include design for rehabilitation of approximately 5,050 L.F. sanitary sewer main or 20 sanitary sewer segments:

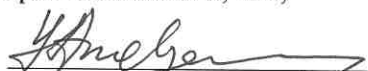
The scope of work includes time for collection of data and design work as follows:

- Meetings with the Village Staff
- Preliminary and final design, including verification of design data from the existing CCTV inspection/video
- Bidding/Contract document, engineering cost estimate
- Publishing, bid opening, finalizing the bid tab upon review of the bids received, award recommendation to the low bidder
- Work with prospective bidders: prepare copies of CCTV videos and answer questions

Our design fee is detailed in the attached Fee Schedule. The not to exceed fee for design is \$11,068.00 which included reimbursable expenses.

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

For Kapur & Associates, Inc.,

By:   
Yuriy Amelyan, P.E.,  
Associate / Project Manager

Date: 11-15-2019

For the Village of Fox Point,

By: \_\_\_\_\_  
Douglas H. Frazer  
Village President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kelly Meyer  
Village Clerk

Date: \_\_\_\_\_

---

**ENGINEERING COST NOT TO EXCEED  
2020 SANITARY SEWER REHABILITATION DESIGN  
VILLAGE OF FOX POINT**

| TASK                                                                                                                                                         | Project Manager | Project Engineer | Cad Technician | Total Task Hours | Total Task Cost    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|----------------|------------------|--------------------|
|                                                                                                                                                              | \$155.00        | \$109.00         | \$80.00        |                  |                    |
| Meetings with Village Staff                                                                                                                                  | 2               | 2                |                | 4                | \$528.00           |
| Preliminary and final design of approximately 5.050 LF of sanitary sewer rehab including verification of design data from CCTV inspection reports and videos | 8               | 16               | 10             | 34               | \$3,784.00         |
| <b>Bidding/Contract Document, engineering cost estimate</b>                                                                                                  | 8               | 16               | 6              | 30               | \$3,464.00         |
| Work with prospective bidders: prepare copies of CCTV videos and answer questions                                                                            | 2               | 8                |                | 8                | \$1,182.00         |
| Publishing, bid opening, finalizing the bid tab and award recommendation to the low bidder                                                                   | 4               | 10               |                | 14               | \$1,710.00         |
| Estimated Reimbursable Expenses                                                                                                                              |                 |                  |                | NA               | \$400.00           |
| <b>TOTAL</b>                                                                                                                                                 | <b>24</b>       | <b>52</b>        | <b>16</b>      | <b>90</b>        | <b>\$11,068.00</b> |



## 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:** December 3, 2019  
**Re:** Recommendation for 2020 CMOM Audit and Plan Update

A handwritten signature in blue ink, appearing to read "S. Brandmeier", is written over the "From:" line.

Municipalities that are part of the Milwaukee Metropolitan Sewerage District (MMSD) are required to have a Capacity, Management, Operations and Maintenance (CMOM) Plan. The CMOM Plan is required to be updated and audited every 5 years. The first update occurred in 2015 and our next five-year update is due by June 30, 2020.

Superior Engineering prepared the Village's initial CMOM Plan and prepared the first five-year update. Given Superior's knowledge of our system and the Village's CMOM Plan, staff requested Superior provide a proposal to prepare the next five-year update and audit.

Superior submitted a proposal in an amount not to exceed \$9,950 to prepare the five-year update and audit and, upon review of the proposal, I found the scope of service and fees to be reasonable. Therefore, it is my recommendation that the Village approve the proposal of Superior Engineering and authorize the Village President and Village Clerk to sign the contract on behalf of the Village. Funding is proposed to be allocated from the Sanitary Sewer Fund.

## SERVICE AGREEMENT

This Service Agreement (Agreement) is by and between:

Village of Fox Point

7200 North Santa Monica Blvd.

Fox Point, WI 53217

and

Superior Engineering, LLC (Superior Engineering)

S75W13139 Oxford Court

Muskego, WI 53150

Who agree as follows:

The Village of Fox Point hereby agrees to engage Superior Engineering to perform the Services set forth in Part I and for the compensation set forth in Part II. Superior Engineering will be authorized to commence the Services upon execution and receipt of this Agreement from the Village of Fox Point. Superior Engineering and the Village of Fox Point agree that this signature page together with Parts I through III attached, constitute the entire Agreement.

Approved for Village of Fox Point

By: \_\_\_\_\_

Printed Name Douglas H. Frazer

Title Village President

Date \_\_\_\_\_

Approved for Superior Engineering

By: \_\_\_\_\_

Printed Name Joan B. Hawley

Title President

Date \_\_\_\_\_

By: \_\_\_\_\_

Printed Name Kelly A. Meyer

Title Village  
Clerk/Treasurer

Date \_\_\_\_\_

**PART 1**  
**SCOPE OF SERVICES**  
**Village of Fox Point – CMOM Plan Audit and Update 2019**

**A. General**

The Village of Fox Point is required by Stipulation to audit and update their CMOM plan every 5 years. The Village's CMOM plan was audited and updated by Superior Engineering in 2015. Fox Point is required to audit and update the plan by June 30<sup>th</sup>, 2020. Superior Engineering proposes to audit Fox Point CMOM program and to update the CMOM plan including rehabilitation recommendations and a private property program as required by DNR rule NR 210.23.

**B. Task 1 – CMOM Audit**

An audit and update of the Village of Fox Point CMOM plan needs to be done by June 30<sup>th</sup>, 2020.

A review of the existing 2015 Plan and the CMOM program needs to be completed.

The CMOM audit will focus on reviewing the following programs and updating and modifying these programs to align with the Village infrastructure programs. The audit will include field site visits in the collection system to review cleaning and maintenance operations. Some of the program elements are:

- ◆ Inspection and cleaning programs for sewers
- ◆ Manhole inspections as required by the Stipulation
- ◆ Rehabilitation programs and provide recommendations for a long-term rehabilitation program
- ◆ Lift station O&M
- ◆ Emergency procedures
- ◆ Implementation of CMOM Plan
- ◆ Private property program

**Deliverables:**

1. Kickoff workshop to review existing CMOM Plan. Discuss best industry practices and tools to assist the Village in implementing their program.
2. Audit recommendations and workshop

**C. Task 2 – Update CMOM Plan**

Update the existing CMOM Plan based on the audit and Village staff input. Plan shall include a rehabilitation strategy and recommendations for a private property program including laterals.

**Deliverables:**

1. Workshop with Village staff to discuss a long-term rehabilitation program and a private property program as required by DNR NR 210.23.
2. Draft CMOM Plan and a workshop to review recommendations
3. Final CMOM Plan

#### Deliverables

- Draft CMOM plan 3 hard copies and 1 electronic copy
- CMOM plan 3 hard copies and 1 electronic copy

#### D. Schedule

Complete work by June 30<sup>th</sup>, 2020.

## PART II COMPENSATION, BILLING AND PAYMENT

### A. Compensation

The Village of Fox Point will compensate Superior Engineering on a time and expense basis for the services described in Part I – Scope of Services. The cost of services will not exceed See table below for details.

| Village of Fox Point                                                                                |       |                 |
|-----------------------------------------------------------------------------------------------------|-------|-----------------|
| Village of Fox Point Superior Engineering Fee for CMOM Plan Audit Update                            |       |                 |
| Task                                                                                                | Hours | Cost @<br>\$110 |
| Task 1 - CMOM Audit                                                                                 | 50    | \$5500          |
| Task 2 CMOM Plan Update with the addition of a rehabilitation strategy and private property program | 40    | \$4,400         |
| Printing and Reproduction                                                                           | LS    | \$50            |
| Total                                                                                               |       | \$9,950         |

### B. Billing

Superior Engineering will bill the Owner for Services completed at the time of billing. Invoice will be prepared in a form and supported by documentation as Owner may reasonably require. Owner will pay Superior Engineering 30 days after receipt of invoice.

## **PART III TERMS AND CONDITIONS**

### **A. Performance of Services**

Superior Engineering shall perform the services outlined in Part I of this agreement in consideration of the stated fee and payment terms outlined in Part II of this Agreement.

### **B. Standard of Care**

Superior Engineering shall perform its Services in accordance with the standard of professional practice ordinarily exercised by the reputable members of the professional community practicing under similar conditions at the same time and in the locality and all applicable laws and regulations.

Superior Engineering makes no other warranties of any kind, express or implied, by the furnishing of consulting services or by the furnishing of any oral or written reports to the Owner.

### **C. Termination/Suspension.**

Within reasonable cause, either party may terminate this Agreement at any time with written notice to the other party. Reasonable cause includes:

- A significant violation of this Agreement, or
- Any act exposing the other party to liability to others for personal injury or property damage

In the event of a termination, the Owner shall pay Superior Engineering for all services rendered to the date of termination. All termination payment requests shall be supported by adequate cost documentation.

### **D. Proprietary Information**

Superior Engineering recognizes that it may obtain proprietary information of the Owner through performance of Services. Superior Engineering recognizes and agrees that all Owner records, accounts, files, engineering data, contracts, drawings intellectual property and other documents considered as Proprietary Information shall be and remain the exclusive property of Owner. Superior Engineering agrees that it treat all such Information as confidential and will not use or disclose such Proprietary Information to any other person, firm, entity, or corporation, except upon the Owner's written instruction or pursuant to legal process.

### **E. Access**

The Owner will provide Superior Engineering access to any premises and relevant documents necessary for Superior Engineering to provide its Services.

## F. Limitations of Liability

Superior Engineering shall maintain insurance limits of at least:

|                                  |                                                            |
|----------------------------------|------------------------------------------------------------|
| Professional Liability Insurance | \$1,000,000                                                |
| Commercial General Liability     | Each occurrence - \$1,000,000<br>Aggregate.....\$2,000,000 |
| Automobile Liability             | \$1,000,000                                                |
| Umbrella Liability               | \$5,000,000                                                |
| Workers Compensation             | Not required per Wisconsin for self-employed individuals   |

A certificate of insurance will be submitted upon execution of the contract.

## G. Indemnification

The Owner shall, to the fullest extent permitted by law, indemnify and hold harmless Superior Engineering against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Superior Engineering.

## H. Business Permits, Certificates and Licenses

Superior Engineering will comply with all federal, state, and local laws requiring business permits, certificates and licenses required to provide the services to be performed under this Agreement.

## I. Disputes

Any claims or disputes between the Owner and Superior Engineering arising out of the services to be provided by the Consultant or out of this Agreements shall first be submitted to nonbinding mediation.

# International Migratory Bird Day Resolution

- **Whereas**, migratory birds are some of the most beautiful and easily observed wildlife that share our communities, *and*
- **Whereas**, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring, *and*
- **Whereas**, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide, *and*
- **Whereas**, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes, *and*
- **Whereas**, public awareness and concern are crucial components of migratory bird conservation, *and*
- **Whereas**, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining health bird populations, *and*
- **Whereas**, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., *and*
- **Whereas**, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun, *and*
- **Whereas**, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants, *and*
- **Whereas**, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action,

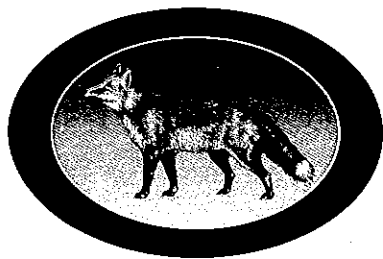
**NOW THEREFORE** I, Douglas H. Frazer, as President of the Village of Fox Point do hereby proclaim **May 2, 2020**  
as

## International Migratory Bird Day

in the Village of Fox Point, and I urge all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

*Dated* this 10<sup>th</sup> day of December in the year 2019.

*Signed* \_\_\_\_\_  
*Title* Village of Fox Point Village President



## 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:** December 3, 2019

**Re:** Recommendation for Acceptance of Proposal for GIS Database Enhancements and Maintenance

A handwritten signature in black ink, appearing to be 'S. Brandmeier', written over the 'From' line of the memo.

As part of the Village's continuing Geographic Information System (GIS) database development, Village staff has requested that Ruekert & Mielke, Inc., the Village's GIS consultant, perform continuing work to the tools within the database based on activities performed throughout the year. Items proposed to be performed include the following:

1. Mapping utility easements. As projects progress during the year, invariably easements are secured for work performed on private property. These easements are recorded at the Register of Deeds and, once recorded, sent to Ruekert Mielke for incorporation into the GIS database. It is estimated there will be six to ten easements in 2018.
2. CCTV video links. Each year a contractor is hired to televise our sanitary sewers. We are beginning to update the GIS database by adding the most current video events to the individual sewer segments.
3. Utility mapping and as-built maintenance. After each project, the as-built conditions are sent to Ruekert Mielke and they convert the digital information to our GIS database.
4. MMSD data transfers. After the completion of private property infiltration and inflow projects, data within GIS must be conveyed to MMSD prior to receiving reimbursement.
5. Maintenance and hosting of the website by Ruekert Mielke.

I have reviewed the proposal and find the costs to be reasonable. Of the total cost of \$20,200, \$7,990 is related to the annual hosting costs – hosting and maintaining the Village GIS database. The remaining approximate \$12,000 is divided into the other tasks and is drafted such that they are charged on a time and materials basis and the costs will reflect the actual hours spent on developing the tools.

Therefore, it is my recommendation that the Village Board accepts the proposal from Ruekert & Mielke, Inc. in an amount not to exceed \$20,200 and authorizes the Village President and Village Clerk to sign the contract on behalf of the Village. Funding for this project is budgeted in the Sanitary Sewer Fund, Water Fund and Stormwater Utility and there is adequate budget to cover the cost of this work.



W233 N2080 Ridgeview Parkway, Waukesha, WI 53188-1020 262-542-5733

December 3, 2019

Mr. Scott P. Brandmeier, P.E.  
Director of Public Works/Village Engineer  
Village of Fox Point  
7200 North Santa Monica Boulevard  
Fox Point, WI 53217

Re: 2020 GIS Annual Services Agreement

Dear Mr. Brandmeier:

In response to our recent discussions and your GIS budgeting efforts, we are presenting you this Agreement for our GIS services and associated fees for 2020. On the following pages we've described the different components of the efforts that were discussed in our previous conversation and provided a cost table to breakdown the price of each component.

#### **Item 1 – GIS Services – Data/Site Maintenance**

1. Map Utility Easements – Digitize easement boundaries, apply attributes and link appropriate documents to the corresponding easements. (9 hrs.) approx.
2. CCTV Videos – Organize and review CCTV data to establish data and labeling parameters. Link CCTV videos to corresponding pipes segments. (29 hrs.) approx.
3. Utilities Mapping – Map new/upgraded utilities, attribute the pipes and structures with type, size, length, material, location, etc. Link as-built sheets to corresponding pipes and structures for the sanitary, water, and storm sewer system. (30 hrs.) approx.
4. As-built maintenance for 2019 construction projects. Update utilities from provided records (storm, water, and green infrastructure). (16 hrs.) approx.
5. MMSD data transfers – Assist the Village in providing MMSD the exported private property lateral information that the Village staff had incorporated into the GIS. (4 hrs.) approx.

#### **Item 2 – Core Services**

R/M's GIS Core Services cover the behind the scenes cost of hardware and software maintenance, security, and upgrades. Core Services cover the cost of coordination and communication for troubleshooting issues and optimizing the process and functionality of the software that make up AssetAlly.

GIS Core Services include:

1. Hardware maintenance.
  - R/M will ensure its platform, networking, and hardware resources meet or exceed industry standards for performance and security.
2. Software maintenance.
  - R/M will ensure software resources it uses meet or exceed industry standards for performance and security.



Mr. Scott P. Brandmeier, P.E.  
2020 GIS Annual Services Agreement  
December 3, 2019  
Page 2

3. Software upgrades.
  - R/M will regularly test and install Routine Upgrades to improve functionality and performance. R/M will make reasonable efforts to ensure there are no negative impacts on critical features before installing Routine Upgrades.
4. Troubleshooting.
  - R/M will make reasonable efforts to resolve errors or technical issues discovered by Authenticated Users. Client understands R/M cannot guarantee a complete or immediate resolution due to circumstances out of R/M's control such as software bugs, unforeseen use cases, etc.
5. Optimization.
  - From time to time, R/M may undertake efforts to improve performance or overall system efficiency.
6. Communication.
  - R/M will make reasonable efforts to contact the Client regarding significant scheduled system downtime in advance.

#### Cost

| Item | Scope of Services                    | Unit | Cost            |
|------|--------------------------------------|------|-----------------|
| 1    | GIS Services – Data/Site Maintenance |      |                 |
|      | • Utility Easements                  | T.M. | \$ 1,250        |
|      | • Link CCTV Video                    | T.M. | \$ 4,000        |
|      | • Utilities Mapping                  | T.M. | \$ 4,150        |
|      | • 2019 As-built Maintenance          | T.M. | \$ 2,210        |
|      | • MMSD Data Transfers                | T.M. | \$ 600          |
| 2    | Core Services                        | A.S. | \$ 7,990        |
|      | <b>Total</b>                         |      | <b>\$20,200</b> |

A.S. = Annual Subscription  
T.M. = Time and Material

We appreciate the opportunity to serve you and welcome your feedback and ideas on how we can provide even greater products and services. If you have any questions regarding our services and fees, please contact our office.

The above described professional services will be provided to you in accordance with the attached two page **RM Standard Terms & Conditions (GIS)** dated May 19, 2015, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.



Mr. Scott P. Brandmeier, P.E.  
2020 GIS Annual Services Agreement  
December 3, 2019  
Page 3

Respectfully,

RUEKERT & MIELKE, INC.

A handwritten signature in black ink, appearing to read 'Timothy J. Anderson'.

Timothy J. Anderson  
CADD/GIS Team Leader  
[tanderson@ruekert-mielke.com](mailto:tanderson@ruekert-mielke.com)

TJA:tmg

Enclosure

cc: Stanley R. Sugden, P.E., Ruekert & Mielke, Inc.  
Christopher P. Berryman, Ruekert & Mielke, Inc.



Mr. Scott P. Brandmeier, P.E.  
2020 GIS Annual Services Agreement  
December 3, 2019  
Page 4

CLIENT NAME:

Village of Fox Point

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

ENGINEER:

Ruekert & Mielke, Inc.

By: Stanley R. Sugden  
Stanley R. Sugden, P.E.

Title: President

Date: December 3, 2019

Designated Representative:

Name: Christopher P. Berryman

Title: GIS Analyst

Phone Number: (262) 542-5733

**Ruekert & Mielke, Inc. Standard Terms and Conditions (GIS Services)**

*Effective May 19, 2015*

**A. Standards of Performance**

The standard of care for all professional consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.

**B. Authorized Representative**

With the execution of this Agreement, Consultant and Owner shall designate specific individuals to act as Consultant's and Owner's representatives with respect to the services to be performed or furnished by Consultant and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

**C. Payments to Consultant**

Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to Owner by Consultant monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

**D. Ownership and Reuse of Documents**

All materials developed, prepared, completed, or acquired by Consultant during the performance of the services specified in this contract, including all finished or unfinished surveys, data, drawings, maps, photographs, and reports, shall become the property of Owner and shall be delivered to Owner during the contract period. Such materials shall not be released by Consultant or used for other purposes at any time without the written approval of Owner.

No drawings, maps, photographs, documents, reports, or other data prepared or completed under this contract agreement shall be copyrighted by Consultant, nor shall any notice of copyright be registered by Consultant in connection with any such material prepared or completed under this contract.

**E. Owner Provided Information**

Consultant shall have the right to rely on the accuracy of any information provided by Owner. Consultant will not review this information for accuracy.

**F. Access**

Owner shall arrange for safe access to and make all provisions for Consultant and Consultant's consultants to enter upon public and private property as required for Consultant to perform services under this Agreement.

**G. Limit of Liability**

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not exceed the total amount of \$2,000,000.00.

**H. Insurance**

Consultant will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

**I. Termination of Contract**

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Consultant all amounts owing to Consultant under this Agreement, for all work performed up to the effective date of notice.

**J. Indemnification and Allocation of Risk**

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and consultants in the performance of Consultant's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Consultant's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Consultant and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Consultant's negligence bears to the total negligence of Owner, Consultant, and all other negligent entities and individuals.

4. The indemnification provision of paragraph J.1. is subject to and limited by the provisions agreed to by Owner and Consultant in paragraph G. "Limit of Liability," of this Agreement.

**K. Independent Contractor**

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Consultant. Consultant's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with Contractors and other entities involved in this project to carry out the intent of this paragraph.

**L. Force Majeure**

Consultant shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Consultant's reasonable control.

**M. Severability and Waiver of Provisions**

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**N. Dispute Resolution**

Owner and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation. This Agreement shall be interpreted according to and governed by the laws of the State of Wisconsin.

**O. Public Records**

Consultant agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

**END OF DOCUMENT**



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909

To: Village Board

From: Scott Botcher, Village Manager

A handwritten signature in blue ink, appearing to read "Scott Botcher", is placed to the right of the "From:" line.

Date: December 3, 2019

Re: Resolution Determining Certain Funds as Unassigned

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Similar to 2018, the Village's Inspection Fund has developed a fund balance in excess of what is necessary to support its operations. Village auditors have indicated that it would be appropriate for the Village Board to make a determination that these excess funds be unassigned and moved to the General Fund where they will be co-mingled with our existing General Fund fund balance. This resolution facilitates this action.

I have recommended this previously and do so again this evening. Following the resolutions adoption, the Inspections Fund will have an approximate December 31, 2019 balance of \$14,500.

I recommends its adoption. Thank you.

---

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

**RESOLUTION NO. 2019-XX**

---

**WHEREAS**, the Village of Fox Point has an Inspections Fund that had been created for the accounting and funding of related Inspections activities; and,

**WHEREAS**, this Fund has been operating at a significant surplus; and,

**WHEREAS**, these revenues in excess of expenditures have helped create a significant fund balance in said Inspections Fund; and,

**WHEREAS**, this Inspections Fund Balance is not necessary for the operation of the Inspections Department and is not expected to be necessary for an extended period of time; and,

**WHEREAS**, these excess funds could be of greater value to the Village if they were deemed unassigned and transferred to General Fund fund balance;

**NOW THEREFORE, BE IT RESOLVED** that the Village of Fox Point hereby declares \$50,000 of the Inspections Fund fund balance as unassigned, and directs this same said amount of monies to be transferred to the General Fund fund balance as of this date.

**PASSED AND ADOPTED** by the Village Board of the Village of Fox Point, this 10<sup>th</sup> day of December, 2019.

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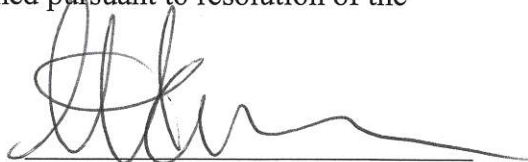
Douglas H. Frazer  
Village President

Countersigned:

---

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

This is to certify that the attached is true and correct list of bills due for a period from November 1- 30, 2019, in the total amount of \$318,256.23. 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 December 12, 2019.

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Douglas H. Frazer  
Village President

---

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

VILLAGE OF FOX POINT

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| Vendor                                         | Vendor Name                | Invoice Number | Description                  | Invoice Date | Amount Paid | Date Paid  |
|------------------------------------------------|----------------------------|----------------|------------------------------|--------------|-------------|------------|
| <b>10-21520 GROUP LIFE</b>                     |                            |                |                              |              |             |            |
| 18                                             | SECURIAN FINANCIAL GROUP I | DECEMBER 2019  | LIFE INSURANCE               | 11/14/2019   | 935.38      | 11/15/2019 |
| Total 10-21520 GROUP LIFE:                     |                            |                |                              |              | 935.38      |            |
| <b>10-21525 UNION DUES</b>                     |                            |                |                              |              |             |            |
| 185                                            | FOX POINT POLICE PROT. ASS | NOVEMBER 2019  | POLICE DUES                  | 11/27/2019   | 450.00      | 11/27/2019 |
| 185                                            | FOX POINT POLICE PROT. ASS | October 2019   | POLICE DUES                  | 11/01/2019   | 450.00      | 11/01/2019 |
| 185                                            | FOX POINT POLICE PROT. ASS | September 2019 | POLICE DUES                  | 11/01/2019   | 450.00      | 11/01/2019 |
| Total 10-21525 UNION DUES:                     |                            |                |                              |              | 1,350.00    |            |
| <b>10-21530 DEFERRED COMPENSATION</b>          |                            |                |                              |              |             |            |
| 375                                            | NORTH SHORE BANK, FSB      | PR1114192      | Deferred Comp NICHOLAS Pay   | 11/13/2019   | 50.00       | 11/15/2019 |
| 375                                            | NORTH SHORE BANK, FSB      | PR1114192      | Deferred Comp NORTH SHORE    | 11/13/2019   | 655.00      | 11/15/2019 |
| 375                                            | NORTH SHORE BANK, FSB      | PR1128192      | Deferred Comp NICHOLAS Pay   | 11/27/2019   | 50.00       | 11/27/2019 |
| 375                                            | NORTH SHORE BANK, FSB      | PR1128192      | Deferred Comp NORTH SHORE    | 11/27/2019   | 605.00      | 11/27/2019 |
| 1622                                           | WELLS FARGO BANK, N.A.     | PR1114191      | Deferred Comp WI DEFER - PRE | 11/13/2019   | 6,933.40    | 11/15/2019 |
| 1622                                           | WELLS FARGO BANK, N.A.     | PR1114191      | Deferred Comp WI DEFER - RO  | 11/13/2019   | 1,139.62    | 11/15/2019 |
| 1622                                           | WELLS FARGO BANK, N.A.     | PR1128191      | Deferred Comp WI DEFER - PRE | 11/27/2019   | 6,573.40    | 11/27/2019 |
| 1622                                           | WELLS FARGO BANK, N.A.     | PR1128191      | Deferred Comp WI DEFER - RO  | 11/27/2019   | 964.62      | 11/27/2019 |
| 101991                                         | VANTAGEPOINT TRANSFER AG   | PR1114191      | Deferred Comp ICMA-PRETAX    | 11/13/2019   | 962.30      | 11/15/2019 |
| 101991                                         | VANTAGEPOINT TRANSFER AG   | PR1128191      | Deferred Comp ICMA-PRETAX    | 11/27/2019   | 962.30      | 11/27/2019 |
| Total 10-21530 DEFERRED COMPENSATION:          |                            |                |                              |              | 18,895.64   |            |
| <b>10-44500 ESTATE SALES PERMIT</b>            |                            |                |                              |              |             |            |
| 444                                            | CREAM CITY ESTATE          | 8.003090       | DEPOSIT 8435 INDIAN CK       | 11/01/2019   | 500.00      | 11/01/2019 |
| Total 10-44500 ESTATE SALES PERMIT:            |                            |                |                              |              | 500.00      |            |
| <b>10-46710 PAVILION RENTALS</b>               |                            |                |                              |              |             |            |
| 248                                            | CAMPBELL, DJ               | 8.0030109      | REFUND DEPOSIT               | 11/01/2019   | 50.00       | 11/01/2019 |
| Total 10-46710 PAVILION RENTALS:               |                            |                |                              |              | 50.00       |            |
| <b>10-51100-310 SUPPLIES/EXPENSES</b>          |                            |                |                              |              |             |            |
| 869                                            | CUSTOM SECURITY, LLC       | 10458          | SURVEY                       | 11/05/2019   | 245.47      | 11/07/2019 |
| Total 10-51100-310 SUPPLIES/EXPENSES:          |                            |                |                              |              | 245.47      |            |
| <b>10-51200-395 COUNTY COURT FEES</b>          |                            |                |                              |              |             |            |
| 330                                            | MILWAUKEE COUNTY TREASU    | OCTOBER 2019   | OCT DRIVERSURCH/JAIL         | 11/05/2019   | 546.66      | 11/07/2019 |
| 552                                            | WISCONSIN, STATE OF - COUR | OCTOBER 2019   | OCTOBER                      | 11/05/2019   | 1,626.13    | 11/07/2019 |
| Total 10-51200-395 COUNTY COURT FEES:          |                            |                |                              |              | 2,172.79    |            |
| <b>10-51300-219 VILLAGE PROSECUTOR</b>         |                            |                |                              |              |             |            |
| 965                                            | PADWAY & PADWAY LTD        | 10/29/2019     | AUGUST PROSECUTOR            | 11/14/2019   | 1,275.00    | 11/15/2019 |
| 965                                            | PADWAY & PADWAY LTD        | 10/29/2019     | SEPTEMBER PROSECUTOR         | 11/14/2019   | 1,162.50    | 11/15/2019 |
| 965                                            | PADWAY & PADWAY LTD        | 10/29/2019     | OCTOBER PROSECUTOR           | 11/14/2019   | 1,162.50    | 11/15/2019 |
| Total 10-51300-219 VILLAGE PROSECUTOR:         |                            |                |                              |              | 3,600.00    |            |
| <b>10-51410-321 PROFESSIONAL DUES/MEETINGS</b> |                            |                |                              |              |             |            |
| 1135                                           | WISCONSIN CITY/COUNTY      | 11262019       | PEDERSON                     | 11/26/2019   | 50.00       | 11/27/2019 |
| 1135                                           | WISCONSIN CITY/COUNTY      | 11262019       | BOTCHER                      | 11/26/2019   | 180.00      | 11/27/2019 |

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|------------------------------------------------|-----------------------------|------------------|----------------------|--------------|-------------|------------|
| Total 10-51410-321 PROFESSIONAL DUES/MEETINGS: |                             |                  |                      |              | 230.00      |            |
| <b>10-51530-210 CONTRACT SERVICES</b>          |                             |                  |                      |              |             |            |
| 2706                                           | ASSOCIATED APPRAISAL CON    | 145074           | MONTHLY FEES         | 11/01/2019   | 2,664.96    | 11/01/2019 |
| Total 10-51530-210 CONTRACT SERVICES:          |                             |                  |                      |              | 2,664.96    |            |
| <b>10-51600-210 CONTRACT SERVICES</b>          |                             |                  |                      |              |             |            |
| 265                                            | GREATAMERICAN FINANCIAL S   | 25767265         | MONTHLY COPIER       | 11/06/2019   | 231.00      | 11/07/2019 |
| 477                                            | TAYLOR COMPUTER SERVICES    | 19767            | NOVVLMANGSVCS        | 11/14/2019   | 243.60      | 11/15/2019 |
| 819                                            | O'LAUGHLIN, DEIDRE          | 3667             | MONTHLY CLEANING     | 11/01/2019   | 1,583.37    | 11/01/2019 |
| 3240                                           | FEHR GRAHAM ENGINEERING     | 91501            | TECHNICAL SERVICES   | 11/01/2019   | 1,412.25    | 11/15/2019 |
| Total 10-51600-210 CONTRACT SERVICES:          |                             |                  |                      |              | 3,470.22    |            |
| <b>10-51600-220 GAS-HEAT</b>                   |                             |                  |                      |              |             |            |
| 536                                            | WE-ENERGIES                 | 10/18-11/18/2019 | 3298-754-812         | 11/26/2019   | 430.64      | 11/27/2019 |
| 536                                            | WE-ENERGIES                 | 9/18-10/17/19    | 3298-754-812         | 11/01/2019   | 70.10       | 11/01/2019 |
| Total 10-51600-220 GAS-HEAT:                   |                             |                  |                      |              | 500.74      |            |
| <b>10-51600-221 ELECTRIC UTILITIES</b>         |                             |                  |                      |              |             |            |
| 536                                            | WE-ENERGIES                 | 10/18-11/18/2019 | 3298-754-812         | 11/26/2019   | 1,169.82    | 11/27/2019 |
| 536                                            | WE-ENERGIES                 | 9/18-10/17/19    | 3298-754-812         | 11/01/2019   | 1,037.66    | 11/01/2019 |
| Total 10-51600-221 ELECTRIC UTILITIES:         |                             |                  |                      |              | 2,207.48    |            |
| <b>10-51600-222 TELEPHONE UTILITIES</b>        |                             |                  |                      |              |             |            |
| 1336                                           | EARTHLINK BUSINESS          | 11/01/2019       | 7345438              | 11/13/2019   | 179.36      | 11/15/2019 |
| 2691                                           | CENTURYLINK-BUSINESS SVC.   | 1479765767       | 87619173             | 11/13/2019   | .59         | 11/15/2019 |
| 5312                                           | AT & T- VILLAGE             | 10/22/2019       | 414 351-8909-758 7   | 11/05/2019   | 38.30       | 11/07/2019 |
| Total 10-51600-222 TELEPHONE UTILITIES:        |                             |                  |                      |              | 218.25      |            |
| <b>10-51600-223 WATER/SEWER UTILITIES</b>      |                             |                  |                      |              |             |            |
| 186                                            | FOX POINT, VILLAGE OF - W/U | 8-1-11/01/19     | 129-9982-020         | 11/26/2019   | 782.45      | 11/27/2019 |
| Total 10-51600-223 WATER/SEWER UTILITIES:      |                             |                  |                      |              | 782.45      |            |
| <b>10-51600-234 VILLAGE HALL MAINTENANCE</b>   |                             |                  |                      |              |             |            |
| 360                                            | NASSCO INC.                 | S2532322001      | CLEANER              | 11/12/2019   | 61.91       | 11/15/2019 |
| 502                                            | VILLAGE HARDWARE - VH       | 1913151          | BULB                 | 11/12/2019   | 8.09        | 11/15/2019 |
| 892                                            | SPECTRUM                    | 11/8/19          | 10404-060459401-5001 | 11/19/2019   | 8.84        | 11/22/2019 |
| 1583                                           | NEPTUNE CROSS CONNECTIO     | 19301            | BACKFLOW TEST        | 11/12/2019   | 95.00       | 11/15/2019 |
| 2241                                           | ITU ABSORB TECH, INC        | 7345326          | VILLAGE              | 11/12/2019   | 209.50      | 11/15/2019 |
| 2809                                           | AUER STEEL & HEATING SUPPL  | 30436376         | VALVE ACTUATOR       | 11/12/2019   | 833.25      | 11/15/2019 |
| 4777                                           | BATTERIES PLUS -            | P20099885        | FLO                  | 11/12/2019   | 6.38        | 11/15/2019 |
| 5778                                           | OFFICE COPYING EQUIPMENT    | AR99867          | VLG HALL COPIES      | 11/15/2019   | 255.75      | 11/22/2019 |
| Total 10-51600-234 VILLAGE HALL MAINTENANCE:   |                             |                  |                      |              | 1,478.72    |            |
| <b>10-51600-310 SUPPLIES/MISC EXPENSES</b>     |                             |                  |                      |              |             |            |
| 502                                            | VILLAGE HARDWARE - VH       | 191466/1         | VH SUPPLIES          | 11/01/2019   | 5.93        | 11/01/2019 |
| 1766                                           | CONFLUENCE GRAPHICS         | 71372            | LETTERHEAD           | 11/01/2019   | 380.21      | 11/01/2019 |
| 5033                                           | OFFICE DEPOT -US COMMUNIT   | 386952085001     | 37360205 VLG         | 11/01/2019   | 10.00       | 11/01/2019 |
| 5033                                           | OFFICE DEPOT -US COMMUNIT   | 386952085001     | 37360205 VLG         | 11/01/2019   | 9.99        | 11/01/2019 |
| 5033                                           | OFFICE DEPOT -US COMMUNIT   | 386952085001     | 37360205-VLG         | 11/01/2019   | 10.00       | 11/01/2019 |

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|--------------------------------------------------|-----------------------------|----------------|--------------------------|--------------|-------------|------------|
| 5033                                             | OFFICE DEPOT -US COMMUNIT   | 388036988001   | 37360205 VLG             | 11/01/2019   | 18.31       | 11/01/2019 |
| 5033                                             | OFFICE DEPOT -US COMMUNIT   | 388036988001-  | 37360205-VLG             | 11/01/2019   | 51.13       | 11/01/2019 |
| 5033                                             | OFFICE DEPOT -US COMMUNIT   | 390320663001   | 37360205 VLG             | 11/01/2019   | 5.59        | 11/01/2019 |
| 5033                                             | OFFICE DEPOT -US COMMUNIT   | 390320663001   | 37360205 VLG             | 11/01/2019   | 59.70       | 11/01/2019 |
| 5033                                             | OFFICE DEPOT -US COMMUNIT   | 390846604001   | 37360205 VLG             | 11/01/2019   | 29.11       | 11/01/2019 |
| 5033                                             | OFFICE DEPOT -US COMMUNIT   | 390855144001   | 37360205 VLG             | 11/01/2019   | 38.01       | 11/01/2019 |
| 5645                                             | CNA SURETY                  | 64859513N      | BOND-RITTER              | 11/05/2019   | 30.00       | 11/15/2019 |
| Total 10-51600-310 SUPPLIES/MISC EXPENSES:       |                             |                |                          |              | 647.98      |            |
| <b>10-51700-511 GROUP HEALTH - RETIREES</b>      |                             |                |                          |              |             |            |
| 435                                              | RIES, DANIEL                | 15             | HEALTH                   | 11/01/2019   | 826.70      | 11/01/2019 |
| 638                                              | KRIEFALL, DONALD A          | 43             | HEALTH INSURANCE REIMBUR | 11/01/2019   | 429.74      | 11/01/2019 |
| 1801                                             | MILLER, DAN N               | 20             | MONTHLY REIMBURSEMENT    | 11/01/2019   | 308.68      | 11/01/2019 |
| Total 10-51700-511 GROUP HEALTH - RETIREES:      |                             |                |                          |              | 1,565.12    |            |
| <b>10-52100-210 POLICE MAINTENANCE CONTRACTS</b> |                             |                |                          |              |             |            |
| 218                                              | MILWAUKEE COUNTY EMS        | 18853          | YEARLY RADIO FEE/CAPITAL | 11/01/2019   | 5,712.00    | 11/01/2019 |
| 477                                              | TAYLOR COMPUTER SERVICES    | 19768          | PDNOVMANGSVCS            | 11/14/2019   | 525.00      | 11/15/2019 |
| 477                                              | TAYLOR COMPUTER SERVICES    | 52100-210      | PDOCTMANAGED             | 11/01/2019   | 126.00      | 11/01/2019 |
| 5152                                             | JAMES IMAGING SYSTEMS, IN   | 941993         | MONTHLY PD               | 11/01/2019   | 133.58      | 11/01/2019 |
| 5152                                             | JAMES IMAGING SYSTEMS, IN   | 946697         | POLICE DEPARTMENT        | 11/14/2019   | 99.50       | 11/15/2019 |
| Total 10-52100-210 POLICE MAINTENANCE CONTRACTS: |                             |                |                          |              | 6,596.08    |            |
| <b>10-52100-220 GAS UTILITIES</b>                |                             |                |                          |              |             |            |
| 536                                              | WE-ENERGIES                 | 10/18-11/18/19 | 6286-911-140             | 11/21/2019   | 505.90      | 11/22/2019 |
| 536                                              | WE-ENERGIES                 | 9/18-10/17/19  | 6286-911-140             | 11/01/2019   | 248.00      | 11/01/2019 |
| Total 10-52100-220 GAS UTILITIES:                |                             |                |                          |              | 753.90      |            |
| <b>10-52100-221 ELECTRIC UTILITIES</b>           |                             |                |                          |              |             |            |
| 536                                              | WE-ENERGIES                 | 10/18-11/18/19 | 0699-070-169             | 11/21/2019   | 1,653.04    | 11/22/2019 |
| 536                                              | WE-ENERGIES                 | 10/18-11/18/19 | 9299-448-560             | 11/21/2019   | 30.78       | 11/22/2019 |
| 536                                              | WE-ENERGIES                 | 9/18-10/17/19  | 9299-448-560             | 11/01/2019   | 23.10       | 11/01/2019 |
| 536                                              | WE-ENERGIES                 | 9/18-10/17/19  | 0699-070-169             | 11/01/2019   | 1,928.40    | 11/01/2019 |
| Total 10-52100-221 ELECTRIC UTILITIES:           |                             |                |                          |              | 3,635.32    |            |
| <b>10-52100-222 TELEPHONE UTILITIES</b>          |                             |                |                          |              |             |            |
| 892                                              | SPECTRUM                    | 20191101OTA    | 10404038090401-6001      | 11/14/2019   | 17.67       | 11/15/2019 |
| 1336                                             | EARTHLINK BUSINESS          | 11/01/2019     | 7345438                  | 11/13/2019   | 112.10      | 11/15/2019 |
| 2136                                             | VERIZON WIRELESS            | 9841499220     | 785223225-00001          | 11/14/2019   | 208.11      | 11/15/2019 |
| 2691                                             | CENTURYLINK-BUSINESS SVC.   | 1479765767     | 87619173                 | 11/13/2019   | .59         | 11/15/2019 |
| 2973                                             | TIME WARNER CABLE           | 70433001110119 | 070433001                | 11/14/2019   | 457.64      | 11/15/2019 |
| 5312                                             | AT & T- VILLAGE             | 10/22/2019     | 414 351-8909-758 7       | 11/05/2019   | 23.94       | 11/07/2019 |
| Total 10-52100-222 TELEPHONE UTILITIES:          |                             |                |                          |              | 820.05      |            |
| <b>10-52100-223 WATER/SEWER UTILITIES</b>        |                             |                |                          |              |             |            |
| 186                                              | FOX POINT, VILLAGE OF - W/U | 8-1-11/01/19   | 129-9982-030             | 11/26/2019   | 1,368.72    | 11/27/2019 |
| Total 10-52100-223 WATER/SEWER UTILITIES:        |                             |                |                          |              | 1,368.72    |            |
| <b>10-52100-232 VEHICLE MAINTENANCE</b>          |                             |                |                          |              |             |            |
| 4976                                             | GENERAL COMMUNICATIONS      | 275032         | SWAP LIGHTS              | 11/06/2019   | 200.00      | 11/07/2019 |

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|-------------------------------------------|------------------------------|------------------|----------------------------|--------------|-------------|------------|
| Total 10-52100-232 VEHICLE MAINTENANCE:   |                              |                  |                            |              | 200.00      |            |
| <b>10-52100-233 EQUIPMENT MAINTENANCE</b> |                              |                  |                            |              |             |            |
| 1097                                      | TEAM FIVE ARMORY LLC         | 19-432           | AMMUNITION                 | 11/01/2019   | 897.00      | 11/01/2019 |
| 2620                                      | SIRCHIE FINGER PRINT LAB, IN | 421491           | TEST O5                    | 11/01/2019   | 41.10       | 11/01/2019 |
| 5747                                      | PROFESSIONAL ID CARDS, INC   | 14459            | ID CARDS                   | 11/14/2019   | 18.50       | 11/15/2019 |
| 5839                                      | LEXISNEXIS                   | 1246411-20191031 | MONTHLY                    | 11/06/2019   | 30.00       | 11/07/2019 |
| Total 10-52100-233 EQUIPMENT MAINTENANCE: |                              |                  |                            |              | 986.60      |            |
| <b>10-52100-234 BUILDING MAINTENANCE</b>  |                              |                  |                            |              |             |            |
| 503                                       | VILLAGE HARDWARE - DPS       | 191721           | CALCIUM CHLORIDE           | 11/14/2019   | 19.79       | 11/15/2019 |
| Total 10-52100-234 BUILDING MAINTENANCE:  |                              |                  |                            |              | 19.79       |            |
| <b>10-52100-310 SUPPLIES/EXPENSES</b>     |                              |                  |                            |              |             |            |
| 5033                                      | OFFICE DEPOT -US COMMUNIT    | 394654452001     | 37360205 POLICE            | 11/06/2019   | 11.37       | 11/07/2019 |
| Total 10-52100-310 SUPPLIES/EXPENSES:     |                              |                  |                            |              | 11.37       |            |
| <b>10-52100-322 TRAINING</b>              |                              |                  |                            |              |             |            |
| 1674                                      | WPLF CONFERENCE              | 2896             | CONFERENCE                 | 11/14/2019   | 200.00      | 11/15/2019 |
| Total 10-52100-322 TRAINING:              |                              |                  |                            |              | 200.00      |            |
| <b>10-52100-330 CLOTHING ALLOWANCE</b>    |                              |                  |                            |              |             |            |
| 473                                       | STREICHER'S                  | 1392384          | WIESMUELLER                | 11/14/2019   | 151.93      | 11/15/2019 |
| 473                                       | STREICHER'S                  | 1393591          | WALKER                     | 11/01/2019   | 427.89      | 11/01/2019 |
| 473                                       | STREICHER'S                  | 1394439          | ARENDT                     | 11/01/2019   | 181.98      | 11/01/2019 |
| 473                                       | STREICHER'S                  | 1395543          | KRANDA                     | 11/06/2019   | 211.94      | 11/07/2019 |
| 473                                       | STREICHER'S                  | 1395545          | WALKER                     | 11/06/2019   | 375.93      | 11/07/2019 |
| 473                                       | STREICHER'S                  | 1395948          | BROUWER                    | 11/06/2019   | 65.94       | 11/07/2019 |
| 473                                       | STREICHER'S                  | 1396491          | PAUL                       | 11/14/2019   | 67.96       | 11/15/2019 |
| 473                                       | STREICHER'S                  | 1396800          | WALKER                     | 11/14/2019   | 19.99       | 11/15/2019 |
| 473                                       | STREICHER'S                  | 1396892          | DUBNICKA                   | 11/14/2019   | 129.99      | 11/15/2019 |
| 473                                       | STREICHER'S                  | 1396941          | MORELLI                    | 11/14/2019   | 551.25      | 11/15/2019 |
| 473                                       | STREICHER'S                  | 1397471          | NIEUWENHUIS                | 11/21/2019   | 50.00       | 11/22/2019 |
| 473                                       | STREICHER'S                  | 1397472          | BROUWER                    | 11/21/2019   | 101.94      | 11/22/2019 |
| 473                                       | STREICHER'S                  | 1397481          | NIEUWENHUIS                | 11/21/2019   | 77.96       | 11/22/2019 |
| 473                                       | STREICHER'S                  | CM284167         | DUBNICKA                   | 11/21/2019   | 40.99       | 11/22/2019 |
| 1294                                      | Galls, LLC,-                 | 13992462         | DUBNICKA                   | 11/06/2019   | 20.93       | 11/07/2019 |
| 1294                                      | Galls, LLC,-                 | 14015723         | WALKER                     | 11/06/2019   | 189.77      | 11/07/2019 |
| 1294                                      | Galls, LLC,-                 | 14015724         | WALKER                     | 11/06/2019   | 24.99       | 11/07/2019 |
| 1294                                      | Galls, LLC,-                 | 14043442         | HUBER                      | 11/06/2019   | 185.22      | 11/07/2019 |
| 1294                                      | Galls, LLC,-                 | 14047259         | HUBER CREDIT               | 11/21/2019   | 113.73      | 11/22/2019 |
| 1294                                      | Galls, LLC,-                 | 14106762         | HUBER                      | 11/21/2019   | 23.98       | 11/22/2019 |
| 1294                                      | Galls, LLC,-                 | 14258971         | HUBER                      | 11/21/2019   | 90.99       | 11/22/2019 |
| 1294                                      | Galls, LLC,-                 | 14309671         | WALKER                     | 11/01/2019   | 214.76      | 11/01/2019 |
| Total 10-52100-330 CLOTHING ALLOWANCE:    |                              |                  |                            |              | 3,092.60    |            |
| <b>10-52100-334 JANITORIAL SUPPLIES</b>   |                              |                  |                            |              |             |            |
| 393                                       | PACKERLAND RENT-A-MAT INC.   | 2604469          | POLICE 10586-10586         | 11/01/2019   | 103.22      | 11/01/2019 |
| 393                                       | PACKERLAND RENT-A-MAT INC.   | 2610868          | POLICE 10586-10586         | 11/14/2019   | 103.22      | 11/15/2019 |
| 393                                       | PACKERLAND RENT-A-MAT INC.   | 2614932          | 10586-10586 POLICE DEPARTM | 11/21/2019   | 103.22      | 11/22/2019 |
| 393                                       | PACKERLAND RENT-A-MAT INC.   | 2614985          | 10586-10586-POLICE DEPT    | 11/21/2019   | 244.38      | 11/22/2019 |

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| Total 10-52100-334 JANITORIAL SUPPLIES:                |                          |                |                 |              | 554.04      |            |
| <b>10-52100-335 SCHOOL EXPENSES</b>                    |                          |                |                 |              |             |            |
| 5626                                                   | KALAHARI RESORT & CONVEN | 32mgjvmx       | LODGING BROUWER | 11/01/2019   | 246.00      | 11/01/2019 |
| Total 10-52100-335 SCHOOL EXPENSES:                    |                          |                |                 |              | 246.00      |            |
| <b>10-52100-351 DARE FUND PURCHASES</b>                |                          |                |                 |              |             |            |
| 5784                                                   | CREATIVE PRODUCT SOURCIN | 129621         | DARE T SHIRTS   | 11/14/2019   | 295.70      | 11/15/2019 |
| Total 10-52100-351 DARE FUND PURCHASES:                |                          |                |                 |              | 295.70      |            |
| <b>10-52520-400 MATERIALS</b>                          |                          |                |                 |              |             |            |
| 327                                                    | MENARD'S - MILWAUKEE     | 96972          | POST            | 11/05/2019   | 18.24       | 11/07/2019 |
| Total 10-52520-400 MATERIALS:                          |                          |                |                 |              | 18.24       |            |
| <b>10-53200-400 MATERIALS</b>                          |                          |                |                 |              |             |            |
| 327                                                    | MENARD'S - MILWAUKEE     | 93276          | POST            | 11/18/2019   | 392.29      | 11/22/2019 |
| 1800                                                   | MENARD'S - GERMANTOWN    | 72362          | POST            | 11/05/2019   | 90.46       | 11/07/2019 |
| Total 10-53200-400 MATERIALS:                          |                          |                |                 |              | 482.75      |            |
| <b>10-53300-221 STREET LIGHTS - ELECTRIC</b>           |                          |                |                 |              |             |            |
| 536                                                    | WE-ENERGIES              | 09/30-10/28/19 | 3449-647-735    | 11/01/2019   | 216.15      | 11/01/2019 |
| 536                                                    | WE-ENERGIES              | 10/3-11/03/19  | 7083-911-529    | 11/13/2019   | 18.55       | 11/15/2019 |
| Total 10-53300-221 STREET LIGHTS - ELECTRIC:           |                          |                |                 |              | 234.70      |            |
| <b>10-53300-405 STREET MATERIALS</b>                   |                          |                |                 |              |             |            |
| 671                                                    | AIRGAS                   | 9094728140     | GLOVES          | 11/09/2019   | 296.39      | 11/15/2019 |
| Total 10-53300-405 STREET MATERIALS:                   |                          |                |                 |              | 296.39      |            |
| <b>10-53300-495 MISCELLANEOUS SUPPLIES &amp; TOOLS</b> |                          |                |                 |              |             |            |
| 1800                                                   | MENARD'S - GERMANTOWN    | 72057          | BOLTS           | 11/01/2019   | 18.36       | 11/01/2019 |
| Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:     |                          |                |                 |              | 18.36       |            |
| <b>10-53400-221 BUS STOP-ELECTRIC</b>                  |                          |                |                 |              |             |            |
| 536                                                    | WE-ENERGIES              | 10/3-11/03/19  | 6865-091-092    | 11/13/2019   | 16.80       | 11/15/2019 |
| 536                                                    | WE-ENERGIES              | 10/3-11/03/19  | 7018-222-713    | 11/13/2019   | 16.80       | 11/15/2019 |
| 536                                                    | WE-ENERGIES              | 10/3-11/03/19  | 9024-478-778    | 11/13/2019   | 16.80       | 11/15/2019 |
| 536                                                    | WE-ENERGIES              | 10/3-11/03/19  | 3217-867-834    | 11/13/2019   | 16.25       | 11/15/2019 |
| Total 10-53400-221 BUS STOP-ELECTRIC:                  |                          |                |                 |              | 66.65       |            |
| <b>10-53630-370 LANDFILL FEES</b>                      |                          |                |                 |              |             |            |
| 1298                                                   | WASTE MANAGEMENT OF WI-M | 0000407-1996-5 | MSW             | 11/06/2019   | 8,012.51    | 11/07/2019 |
| Total 10-53630-370 LANDFILL FEES:                      |                          |                |                 |              | 8,012.51    |            |
| <b>10-53642-400 MATERIALS</b>                          |                          |                |                 |              |             |            |
| 1298                                                   | WASTE MANAGEMENT OF WI-M | 0057471-22868  | YARDWASTE       | 11/06/2019   | 1,204.51    | 11/07/2019 |
| 1298                                                   | WASTE MANAGEMENT OF WI-M | 0057680-2286-4 | YARDWASTE       | 11/26/2019   | 1,199.39    | 11/27/2019 |

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| Total 10-53642-400 MATERIALS:             |                           |                  |                 |              | 2,403.90    |            |
| <b>10-53700-300 MISCELLANEOUS EXPENSE</b> |                           |                  |                 |              |             |            |
| 43                                        | AUTO PARTS & SERVICE      | 78624op          | DOUBLE PAYMENT  | 11/14/2019   | 33.98       | 11/15/2019 |
| 43                                        | AUTO PARTS & SERVICE      | 804117           | BRAKE CLEANER   | 11/12/2019   | 55.50       | 11/15/2019 |
| 1074                                      | MATHESON TRI-GAS, INC     | 51543337         | ARGON           | 11/12/2019   | 24.80       | 11/15/2019 |
| 2241                                      | ITU ABSORB TECH, INC      | 7345324          | SHOP            | 11/12/2019   | 11.51       | 11/15/2019 |
| 2241                                      | ITU ABSORB TECH, INC      | 7349864          | SHOP            | 11/12/2019   | 11.51       | 11/15/2019 |
| 2241                                      | ITU ABSORB TECH, INC      | 7354256          | SHOP            | 11/12/2019   | 11.51       | 11/15/2019 |
| 102169                                    | TRUCK COUNTRY OF WISCON   | X20369181801     | COOLANT TEST    | 11/12/2019   | 20.87       | 11/15/2019 |
| Total 10-53700-300 MISCELLANEOUS EXPENSE: |                           |                  |                 |              | 101.72      |            |
| <b>10-53700-341 REPAIR PARTS</b>          |                           |                  |                 |              |             |            |
| 43                                        | AUTO PARTS & SERVICE      | 796842*          | BATTERY         | 11/14/2019   | 155.50      | 11/15/2019 |
| 43                                        | AUTO PARTS & SERVICE      | 803554           | MISC            | 11/12/2019   | 96.75       | 11/15/2019 |
| 43                                        | AUTO PARTS & SERVICE      | 803956           | LAMP            | 11/12/2019   | 2.24        | 11/15/2019 |
| 43                                        | AUTO PARTS & SERVICE      | 804543           | BATTERY         | 11/12/2019   | 117.96      | 11/15/2019 |
| 502                                       | VILLAGE HARDWARE - VH     | 191393/3         | KEY             | 11/12/2019   | 3.58        | 11/15/2019 |
| 547                                       | ROLAND MACHINERY          | 40080993         | LUBE SPIN       | 11/12/2019   | 102.59      | 11/15/2019 |
| 665                                       | LAKESIDE INTERNATIONAL TR | 1294679P         | FILTER          | 11/12/2019   | 63.13       | 11/15/2019 |
| 665                                       | LAKESIDE INTERNATIONAL TR | 1294684P         | FILTER          | 11/12/2019   | 126.26      | 11/15/2019 |
| 1132                                      | BURRIS EQUIPMENT CO.      | PI03410          | MISC            | 11/12/2019   | 298.47      | 11/15/2019 |
| 1132                                      | BURRIS EQUIPMENT CO.      | PI03410A         | MISC            | 11/12/2019   | 341.16      | 11/15/2019 |
| 1132                                      | BURRIS EQUIPMENT CO.      | PI03637          | WIPER           | 11/12/2019   | 610.11      | 11/15/2019 |
| 1405                                      | JX PETERBUILT- WAUKESHA   | 1288421P         | SWITCH          | 11/12/2019   | 90.99       | 11/15/2019 |
| 4112                                      | ROAD EQUIPMENT PARTS CEN  | 909204           | SPRING BRAKE    | 11/12/2019   | 286.92      | 11/15/2019 |
| 4112                                      | ROAD EQUIPMENT PARTS CEN  | 909400           | LIGHT           | 11/12/2019   | 24.65       | 11/15/2019 |
| Total 10-53700-341 REPAIR PARTS:          |                           |                  |                 |              | 2,320.31    |            |
| <b>10-53700-342 TIRES</b>                 |                           |                  |                 |              |             |            |
| 413                                       | POMP'S TIRE SERVICE, INC. | 60193981         | REPAIR          | 11/12/2019   | 351.00      | 11/15/2019 |
| Total 10-53700-342 TIRES:                 |                           |                  |                 |              | 351.00      |            |
| <b>10-53700-343 FUEL</b>                  |                           |                  |                 |              |             |            |
| 43                                        | AUTO PARTS & SERVICE      | 799240           | DEF             | 11/14/2019   | 67.01       | 11/15/2019 |
| 1337                                      | HERBST OIL, INC           | 72928            | FUEL            | 11/12/2019   | 1,066.45    | 11/15/2019 |
| 1337                                      | HERBST OIL, INC           | 73061            | FUEL            | 11/12/2019   | 1,786.36    | 11/15/2019 |
| 1337                                      | HERBST OIL, INC           | 73082            | FUEL            | 11/12/2019   | 694.47      | 11/15/2019 |
| 1337                                      | HERBST OIL, INC           | 73496            | FUEL            | 11/12/2019   | 1,145.70    | 11/15/2019 |
| Total 10-53700-343 FUEL:                  |                           |                  |                 |              | 4,759.99    |            |
| <b>10-53700-344 OIL</b>                   |                           |                  |                 |              |             |            |
| 1636                                      | PLYMOUTH LUBRICANTS       | 6175111          | PRO PERFORMANCE | 11/12/2019   | 832.00      | 11/15/2019 |
| Total 10-53700-344 OIL:                   |                           |                  |                 |              | 832.00      |            |
| <b>10-53800-220 GAS UTILITIES</b>         |                           |                  |                 |              |             |            |
| 536                                       | WE-ENERGIES               | 10/18-11/18/2019 | 3298-754-812    | 11/26/2019   | 430.64      | 11/27/2019 |
| 536                                       | WE-ENERGIES               | 9/18-10/17/19    | 3298-754-812    | 11/01/2019   | 70.09       | 11/01/2019 |
| Total 10-53800-220 GAS UTILITIES:         |                           |                  |                 |              | 500.73      |            |

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| <b>10-53800-221 ELECTRIC UTILITIES</b>    |                             |                    |                    |              |             |            |
| 536                                       | WE-ENERGIES                 | 10/18-11/18/2019   | 3298-754-812       | 11/26/2019   | 1,169.82    | 11/27/2019 |
| 536                                       | WE-ENERGIES                 | 9/18-10/17/19      | 3298-754-812       | 11/01/2019   | 1,037.66    | 11/01/2019 |
| Total 10-53800-221 ELECTRIC UTILITIES:    |                             |                    |                    |              | 2,207.48    |            |
| <b>10-53800-222 TELEPHONE UTILITIES</b>   |                             |                    |                    |              |             |            |
| 1336                                      | EARTHLINK BUSINESS          | 11/01/2019         | 7345438            | 11/13/2019   | 156.94      | 11/15/2019 |
| 5312                                      | AT & T- VILLAGE             | 10/22/2019         | 414 351-8909-758 7 | 11/05/2019   | 33.52       | 11/07/2019 |
| Total 10-53800-222 TELEPHONE UTILITIES:   |                             |                    |                    |              | 190.46      |            |
| <b>10-53800-223 WATER/SEWER UTILITIES</b> |                             |                    |                    |              |             |            |
| 186                                       | FOX POINT, VILLAGE OF - W/U | 8-1-11/01/19       | 129-9982-020       | 11/26/2019   | 782.45      | 11/27/2019 |
| Total 10-53800-223 WATER/SEWER UTILITIES: |                             |                    |                    |              | 782.45      |            |
| <b>10-53800-224 CELL PHONES</b>           |                             |                    |                    |              |             |            |
| 2136                                      | VERIZON WIRELESS            | Oct Nov 2019       | 787000169-00001    | 11/18/2019   | 217.94      | 11/22/2019 |
| Total 10-53800-224 CELL PHONES:           |                             |                    |                    |              | 217.94      |            |
| <b>10-53800-300 MISCELLANEOUS EXPENSE</b> |                             |                    |                    |              |             |            |
| 2241                                      | ITU ABSORB TECH, INC        | 7349866            | DPW                | 11/12/2019   | 28.49       | 11/15/2019 |
| 2241                                      | ITU ABSORB TECH, INC        | 7354258            | DPW                | 11/12/2019   | 28.49       | 11/15/2019 |
| Total 10-53800-300 MISCELLANEOUS EXPENSE: |                             |                    |                    |              | 56.98       |            |
| <b>10-55400-430 LX CLUB MATERIALS</b>     |                             |                    |                    |              |             |            |
| 890                                       | FOX POINT BAYSIDE LX CLUB   | Nov reimburse 2019 | NOVEMBER           | 11/18/2019   | 500.00      | 11/22/2019 |
| Total 10-55400-430 LX CLUB MATERIALS:     |                             |                    |                    |              | 500.00      |            |
| <b>10-55440-220 GAS UTILITIES</b>         |                             |                    |                    |              |             |            |
| 536                                       | WE-ENERGIES                 | 10/3-11/03/19      | 5214-367-035       | 11/13/2019   | 195.03      | 11/15/2019 |
| Total 10-55440-220 GAS UTILITIES:         |                             |                    |                    |              | 195.03      |            |
| <b>10-55440-221 ELECTRIC UTILITIES</b>    |                             |                    |                    |              |             |            |
| 536                                       | WE-ENERGIES                 | 10/3-11/03/19      | 5630-222-240       | 11/13/2019   | 141.20      | 11/15/2019 |
| Total 10-55440-221 ELECTRIC UTILITIES:    |                             |                    |                    |              | 141.20      |            |
| <b>10-55440-223 WATER/SEWER UTILITIES</b> |                             |                    |                    |              |             |            |
| 186                                       | FOX POINT, VILLAGE OF - W/U | 8-1-11/01/19       | 96-9961-000        | 11/26/2019   | 967.82      | 11/27/2019 |
| 186                                       | FOX POINT, VILLAGE OF - W/U | 8-1-11/01/19       | 96-9961-001        | 11/26/2019   | 98.06       | 11/27/2019 |
| Total 10-55440-223 WATER/SEWER UTILITIES: |                             |                    |                    |              | 1,065.88    |            |
| <b>10-55440-450 SKATE RINK MATERIALS</b>  |                             |                    |                    |              |             |            |
| 1751                                      | ACTION HEATING COOLING & P  | 113800             | LONGACRE PAVILLION | 11/12/2019   | 719.39      | 11/15/2019 |
| Total 10-55440-450 SKATE RINK MATERIALS:  |                             |                    |                    |              | 719.39      |            |
| <b>10-56100-125 FORESTRY CONSULTANT</b>   |                             |                    |                    |              |             |            |
| 5933                                      | WACHTEL TREE SCIENCE & SE   | 61504              | FORESTRY REQUESTS  | 11/04/2019   | 3,640.00    | 11/07/2019 |

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| Total 10-56100-125 FORESTRY CONSULTANT:      |                            |                 |                             |              | 3,640.00    |            |
| <b>10-56100-465 TREE MAINTENANCE</b>         |                            |                 |                             |              |             |            |
| 4591                                         | VERMEER-WISCONSIN, INC.    | 20224370        | BLADES                      | 11/07/2019   | 264.95      | 11/07/2019 |
| 4591                                         | VERMEER-WISCONSIN, INC.    | 20225249        | STUMP CUTTER                | 11/19/2019   | 1,000.00    | 11/22/2019 |
| 5933                                         | WACHTEL TREE SCIENCE & SE  | 61231           | FERTILIZATION               | 11/01/2019   | 208.00      | 11/01/2019 |
| Total 10-56100-465 TREE MAINTENANCE:         |                            |                 |                             |              | 1,472.95    |            |
| <b>20-13100 ACCOUNTS RECEIVABLE - SUNDRY</b> |                            |                 |                             |              |             |            |
| 1268                                         | NORTH SHORE LIBRARY FOUN   | OCTOBER 2019    | SQUARE                      | 11/19/2019   | 14.59       | 11/22/2019 |
| 1268                                         | NORTH SHORE LIBRARY FOUN   | SEPTEMBER 2019  | SQUARE                      | 11/19/2019   | 14.59       | 11/22/2019 |
| 1269                                         | FRIENDS OF THE NORTH SHO   | OCTOBER 2019    | OCTOBER                     | 11/19/2019   | 755.57      | 11/22/2019 |
| 1269                                         | FRIENDS OF THE NORTH SHO   | SEPTEMBER 2019  | SQUARE                      | 11/19/2019   | 276.80      | 11/22/2019 |
| Total 20-13100 ACCOUNTS RECEIVABLE - SUNDRY: |                            |                 |                             |              | 1,061.55    |            |
| <b>20-61000-210 CONTRACT SERVICES</b>        |                            |                 |                             |              |             |            |
| 308                                          | DOLAN, DERMOT              | 10/20-11/2/19   | CONTRACT                    | 11/06/2019   | 1,172.21    | 11/07/2019 |
| 308                                          | DOLAN, DERMOT              | 11/3-11/16/19   | CONTRACT                    | 11/20/2019   | 1,056.64    | 11/22/2019 |
| Total 20-61000-210 CONTRACT SERVICES:        |                            |                 |                             |              | 2,228.85    |            |
| <b>20-61000-221 ELECTRIC UTILITIES</b>       |                            |                 |                             |              |             |            |
| 537                                          | WE-ENERGIES LIB            | 10/4-11/4/19    | UTILITY-ELECTRIC            | 11/20/2019   | 2,698.67    | 11/22/2019 |
| Total 20-61000-221 ELECTRIC UTILITIES:       |                            |                 |                             |              | 2,698.67    |            |
| <b>20-61000-222 TELEPHONE UTILITIES</b>      |                            |                 |                             |              |             |            |
| 2973                                         | TIME WARNER CABLE          | 048980901110119 | UTILITIES- TELEPHONE 048980 | 11/20/2019   | 186.90      | 11/22/2019 |
| Total 20-61000-222 TELEPHONE UTILITIES:      |                            |                 |                             |              | 186.90      |            |
| <b>20-61000-223 WATER/SEWER UTILITIES</b>    |                            |                 |                             |              |             |            |
| 5543                                         | PREMIUM WATERS, INC.       | 011767-10-19    | UTILITY- WATER              | 11/20/2019   | 73.90       | 11/22/2019 |
| Total 20-61000-223 WATER/SEWER UTILITIES:    |                            |                 |                             |              | 73.90       |            |
| <b>20-61000-227 SYSTEM EXPENSE</b>           |                            |                 |                             |              |             |            |
| 826                                          | MILWAUKEE CTY. FED. LIBRAR | 11/06/2019      | SYSTEM EXPENSE              | 11/06/2019   | 200.24      | 11/07/2019 |
| Total 20-61000-227 SYSTEM EXPENSE:           |                            |                 |                             |              | 200.24      |            |
| <b>20-61000-230 MAINTENANCE</b>              |                            |                 |                             |              |             |            |
| 139                                          | CLEAN SOURCE LLC           | 103119-NSL      | MAINTENANCE                 | 11/06/2019   | 1,800.00    | 11/07/2019 |
| 393                                          | PACKERLAND RENT-A-MAT INC. | 2601196/2604464 | MAINTENANCE-NORTHSHORE      | 11/06/2019   | 95.88       | 11/07/2019 |
| 2347                                         | NORTHSHORE BANK            | 11/20/2019      | MAINTENANCE                 | 11/20/2019   | 382.27      | 11/22/2019 |
| 2468                                         | VILLAGE HARDWARE/LIBRARY   | 191808/1        | MAINTENANCE                 | 11/20/2019   | 10.42       | 11/22/2019 |
| Total 20-61000-230 MAINTENANCE:              |                            |                 |                             |              | 2,288.57    |            |
| <b>20-61000-233 EQUIPMENT MAINTENANCE</b>    |                            |                 |                             |              |             |            |
| 826                                          | MILWAUKEE CTY. FED. LIBRAR | 11/06/2019      | EQUIPMENT MAINTENANCE       | 11/06/2019   | 35.00       | 11/07/2019 |
| 5778                                         | OFFICE COPYING EQUIPMENT   | AR98107         | EQUIPMENT MAINTENANCE       | 11/06/2019   | 214.27      | 11/07/2019 |
| 5786                                         | GREAT AMERICAN LEASING CO  | 25842781        | COPY MACHINE                | 11/06/2019   | 328.00      | 11/07/2019 |

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| Total 20-61000-233 EQUIPMENT MAINTENANCE: |                            |                |                   |              | 577.27      |            |
| <b>20-61000-310 SUPPLIES/EXPENSES</b>     |                            |                |                   |              |             |            |
| 826                                       | MILWAUKEE CTY. FED. LIBRAR | 11/06/2019     | MCFLS SUPPLIES    | 11/06/2019   | 727.74      | 11/07/2019 |
| 902                                       | FROEDTERT HEALTH/WORFOR    | 5785-00        | LIBRARY           | 11/01/2019   | 45.00       | 11/15/2019 |
| 2347                                      | NORTHSHORE BANK            | 11/20/2019     | SUPPLIES          | 11/20/2019   | 315.49      | 11/22/2019 |
| 3280                                      | NORTHSHORE LIBRARY PETTY   | 11/06/2019     | SUPPLIES          | 11/06/2019   | 34.73       | 11/07/2019 |
| Total 20-61000-310 SUPPLIES/EXPENSES:     |                            |                |                   |              | 1,122.96    |            |
| <b>20-61000-311 POSTAGE</b>               |                            |                |                   |              |             |            |
| 826                                       | MILWAUKEE CTY. FED. LIBRAR | 11/06/2019     | POSTAGE           | 11/06/2019   | 82.50       | 11/07/2019 |
| 2347                                      | NORTHSHORE BANK            | 11/20/2019     | POSTAGE           | 11/20/2019   | 7.85        | 11/22/2019 |
| Total 20-61000-311 POSTAGE:               |                            |                |                   |              | 90.35       |            |
| <b>20-61000-322 TRAINING</b>              |                            |                |                   |              |             |            |
| 2347                                      | NORTHSHORE BANK            | 11/20/2019     | TRAINING          | 11/20/2019   | 217.05      | 11/22/2019 |
| 3280                                      | NORTHSHORE LIBRARY PETTY   | 11/06/2019     | TRAINING          | 11/06/2019   | 48.90       | 11/07/2019 |
| Total 20-61000-322 TRAINING:              |                            |                |                   |              | 265.95      |            |
| <b>20-61000-535 LEASE(RENT)</b>           |                            |                |                   |              |             |            |
| 37                                        | LV ENTERPRISES, LLC        | 4805           | LEASE             | 11/06/2019   | 3,953.00    | 11/07/2019 |
| Total 20-61000-535 LEASE(RENT):           |                            |                |                   |              | 3,953.00    |            |
| <b>20-61000-811 REFERENCE SERIALS</b>     |                            |                |                   |              |             |            |
| 152                                       | EBSCO                      | 1587646        | REFERENCE         | 11/20/2019   | 5,969.51    | 11/22/2019 |
| Total 20-61000-811 REFERENCE SERIALS:     |                            |                |                   |              | 5,969.51    |            |
| <b>20-61000-813 JUVENILE BOOKS</b>        |                            |                |                   |              |             |            |
| 55                                        | BAKER & TAYLOR BOOKS VEN   | 11/06/2019     | JUVENILE BOOKS    | 11/06/2019   | 1,051.17    | 11/07/2019 |
| 55                                        | BAKER & TAYLOR BOOKS VEN   | 11/20/2019     | JUVENILE BOOKS    | 11/20/2019   | 1,289.26    | 11/22/2019 |
| Total 20-61000-813 JUVENILE BOOKS:        |                            |                |                   |              | 2,340.43    |            |
| <b>20-61000-815 MEDIA</b>                 |                            |                |                   |              |             |            |
| 55                                        | BAKER & TAYLOR BOOKS VEN   | 11/06/2019     | MEDIA             | 11/06/2019   | 16.31       | 11/07/2019 |
| 55                                        | BAKER & TAYLOR BOOKS VEN   | 11/20/2019     | MEDIA             | 11/20/2019   | 181.78      | 11/22/2019 |
| 55                                        | BAKER & TAYLOR BOOKS VEN   | 11/20/2019     | MEDIA-JUV         | 11/20/2019   | 116.31      | 11/22/2019 |
| 645                                       | BAKER & TAYLOR ENTERTAINM  | 11/06/2019     | MEDIA-ADULT       | 11/06/2019   | 78.92       | 11/07/2019 |
| 645                                       | BAKER & TAYLOR ENTERTAINM  | 11/20/2019     | MEDIA-ADULT       | 11/20/2019   | 85.22       | 11/22/2019 |
| 2347                                      | NORTHSHORE BANK            | 11/20/2019     | MEDIA             | 11/20/2019   | 7.09        | 11/22/2019 |
| Total 20-61000-815 MEDIA:                 |                            |                |                   |              | 471.45      |            |
| <b>20-61000-830 ADULT PROGRAMMING</b>     |                            |                |                   |              |             |            |
| 2347                                      | NORTHSHORE BANK            | 11/20/2019     | ADULT PROGRAMMING | 11/20/2019   | 79.91       | 11/22/2019 |
| Total 20-61000-830 ADULT PROGRAMMING:     |                            |                |                   |              | 79.91       |            |
| <b>21-53100-233 GIS MAINTENANCE</b>       |                            |                |                   |              |             |            |
| 39                                        | RUEKERT MIELKE, INC.       | 129536         | GIS DATA MAINT    | 11/18/2019   | 4,347.15    | 11/22/2019 |

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| Total 21-53100-233 GIS MAINTENANCE:                |                             |                   |                     |              | 4,347.15    |            |
| <b>21-71000-400 MATERIALS</b>                      |                             |                   |                     |              |             |            |
| 256                                                | KAPUR & ASSOCIATES, INC.    | 100313            | GENERAL PROF.SVCS   | 11/04/2019   | 1,267.50    | 11/07/2019 |
| 256                                                | KAPUR & ASSOCIATES, INC.    | 100315            | GENERAL PROF.SVCS   | 11/04/2019   | 3,840.32    | 11/07/2019 |
| 281                                                | LINCOLN CONTRACTORS SUP     | M56104            | PAINT               | 11/25/2019   | 34.32       | 11/27/2019 |
| 1304                                               | MIDAMERICAN TECHNOLOGY, I   | 13772             | PRO2 RECEIVER       | 11/12/2019   | 583.67      | 11/15/2019 |
| 2260                                               | PORT A JOHN                 | 1306334           | MONTHLY FEE         | 11/04/2019   | 93.00       | 11/07/2019 |
| 101806                                             | USA BLUEBOOK                | 63715             | FLAG                | 11/25/2019   | 108.99      | 11/27/2019 |
| Total 21-71000-400 MATERIALS:                      |                             |                   |                     |              | 5,927.80    |            |
| <b>21-72000-220 GAS UTILITIES</b>                  |                             |                   |                     |              |             |            |
| 536                                                | WE-ENERGIES                 | 10/3-11/03/19     | 2417--882-521       | 11/13/2019   | 12.36       | 11/15/2019 |
| Total 21-72000-220 GAS UTILITIES:                  |                             |                   |                     |              | 12.36       |            |
| <b>21-72000-221 ELECTRIC UTILITIES</b>             |                             |                   |                     |              |             |            |
| 536                                                | WE-ENERGIES                 | 10/3-11/03/19     | 1670-928-034        | 11/13/2019   | 33.19       | 11/15/2019 |
| 536                                                | WE-ENERGIES                 | 10/3-11/03/19     | 2417--882-521       | 11/13/2019   | 143.76      | 11/15/2019 |
| Total 21-72000-221 ELECTRIC UTILITIES:             |                             |                   |                     |              | 176.95      |            |
| <b>21-73000-310 SUPPLIES/EXPENSES</b>              |                             |                   |                     |              |             |            |
| 415                                                | POSTMASTER                  | 8/1-11/1/19       | AUG-NOV WATER BILLS | 11/25/2019   | 224.56      | 11/26/2019 |
| 5033                                               | OFFICE DEPOT -US COMMUNIT   | 38695181001       | 37360205-WATER      | 11/01/2019   | 14.63       | 11/01/2019 |
| Total 21-73000-310 SUPPLIES/EXPENSES:              |                             |                   |                     |              | 239.19      |            |
| <b>21-91000-575 PRIVATE LATERAL PROGRAM (MMSD)</b> |                             |                   |                     |              |             |            |
| 102047                                             | GLOBE CONTRACTORS, INC.     | Retainage Belmont | DUAL LATERAL REPAIR | 11/18/2019   | 2,115.00    | 11/22/2019 |
| Total 21-91000-575 PRIVATE LATERAL PROGRAM (MMSD): |                             |                   |                     |              | 2,115.00    |            |
| <b>21-91000-871 TELEVISIONING</b>                  |                             |                   |                     |              |             |            |
| 1259                                               | GREAT LAKES TV SEAL, INC    | 19742             | TELEWISE            | 11/04/2019   | 1,710.76    | 11/07/2019 |
| Total 21-91000-871 TELEVISIONING:                  |                             |                   |                     |              | 1,710.76    |            |
| <b>22-53650-210 CONTRACT SERVICES</b>              |                             |                   |                     |              |             |            |
| 1299                                               | WASTE MANAGEMENT OF WI-M    | 6420608-2275-5    | MONTHLY             | 11/06/2019   | 21,300.44   | 11/07/2019 |
| Total 22-53650-210 CONTRACT SERVICES:              |                             |                   |                     |              | 21,300.44   |            |
| <b>23-55420-222 TELEPHONE UTILITIES</b>            |                             |                   |                     |              |             |            |
| 1345                                               | AT & T U-VERSE              | 11/01/2019        | 111299163 POOL      | 11/13/2019   | 53.55       | 11/15/2019 |
| Total 23-55420-222 TELEPHONE UTILITIES:            |                             |                   |                     |              | 53.55       |            |
| <b>23-55420-223 WATER/SEWER UTILITIES</b>          |                             |                   |                     |              |             |            |
| 186                                                | FOX POINT, VILLAGE OF - W/U | 8-1-11/01/19      | 129-9982-010        | 11/26/2019   | 2,425.62    | 11/27/2019 |
| Total 23-55420-223 WATER/SEWER UTILITIES:          |                             |                   |                     |              | 2,425.62    |            |
| <b>24-52400-224 CELL PHONES</b>                    |                             |                   |                     |              |             |            |
| 2136                                               | VERIZON WIRELESS            | Oct Nov 2019      | 787000169-00001     | 11/18/2019   | 35.00       | 11/22/2019 |

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| Total 24-52400-224 CELL PHONES:                   |                           |                |                       |              | 35.00       |            |
| <b>24-52400-310 SUPPLIES/EXPENSES</b>             |                           |                |                       |              |             |            |
| 1766                                              | CONFLUENCE GRAPHICS       | 71533          | PERMITS               | 11/15/2019   | 75.70       | 11/27/2019 |
| Total 24-52400-310 SUPPLIES/EXPENSES:             |                           |                |                       |              | 75.70       |            |
| <b>25-53410-400 MATERIALS</b>                     |                           |                |                       |              |             |            |
| 281                                               | LINCOLN CONTRACTORS SUP   | M56104         | PAINT                 | 11/25/2019   | 34.32       | 11/27/2019 |
| 1304                                              | MIDAMERICAN TECHNOLOGY, I | 13772          | PRO2 RECEIVER         | 11/12/2019   | 583.66      | 11/15/2019 |
| 101806                                            | USA BLUEBOOK              | 63715          | FLAG                  | 11/25/2019   | 108.98      | 11/27/2019 |
| Total 25-53410-400 MATERIALS:                     |                           |                |                       |              | 726.96      |            |
| <b>25-53420-400 MATERIALS</b>                     |                           |                |                       |              |             |            |
| 671                                               | AIRGAS                    | 9094728140     | GLOVES                | 11/09/2019   | 296.39      | 11/15/2019 |
| 5986                                              | WSO GRADING & EXCAVATING  | 3792           | INSTALL PIPE          | 11/01/2019   | 2,230.00    | 11/01/2019 |
| Total 25-53420-400 MATERIALS:                     |                           |                |                       |              | 2,526.39    |            |
| <b>25-53420-483 LANDSCAPING</b>                   |                           |                |                       |              |             |            |
| 787                                               | PROFESSIONAL GROUNDS MG   | 56538          | DUMP MOWING           | 11/05/2019   | 200.00      | 11/07/2019 |
| Total 25-53420-483 LANDSCAPING:                   |                           |                |                       |              | 200.00      |            |
| <b>25-53800-210 CONTRACT SERVICES</b>             |                           |                |                       |              |             |            |
| 2136                                              | VERIZON WIRELESS          | Oct Nov 2019   | 787000169-00001       | 11/18/2019   | 20.00       | 11/22/2019 |
| Total 25-53800-210 CONTRACT SERVICES:             |                           |                |                       |              | 20.00       |            |
| <b>25-53800-233 GIS MAINTENANCE</b>               |                           |                |                       |              |             |            |
| 39                                                | RUEKERT MIELKE, INC.      | 129536         | GIS DATA MAINT        | 11/18/2019   | 1,010.50    | 11/22/2019 |
| Total 25-53800-233 GIS MAINTENANCE:               |                           |                |                       |              | 1,010.50    |            |
| <b>25-55410-310 SUPPLIES/EXPENSES</b>             |                           |                |                       |              |             |            |
| 415                                               | POSTMASTER                | 8/1-11/1/19    | AUG-NOV WATER BILLS   | 11/25/2019   | 224.56      | 11/26/2019 |
| Total 25-55410-310 SUPPLIES/EXPENSES:             |                           |                |                       |              | 224.56      |            |
| <b>25-91500-800 WPDES COMPLIANCE PROGRAM</b>      |                           |                |                       |              |             |            |
| 39                                                | RUEKERT MIELKE, INC.      | 129537         | FLOOD PLAN INV        | 11/18/2019   | 2,924.75    | 11/22/2019 |
| 256                                               | KAPUR & ASSOCIATES, INC.  | 100316         | BEACH DRIVE SHORELINE | 11/04/2019   | 1,127.60    | 11/07/2019 |
| Total 25-91500-800 WPDES COMPLIANCE PROGRAM:      |                           |                |                       |              | 4,052.35    |            |
| <b>25-91500-833 STORM SEWER SYSTEM IMPROVE.</b>   |                           |                |                       |              |             |            |
| 256                                               | KAPUR & ASSOCIATES, INC.  | 100308         | STORM GOODRICH        | 11/04/2019   | 4,645.40    | 11/07/2019 |
| 1982                                              | GRAEF                     | 106365         | GOODRICH LN           | 11/18/2019   | 950.00      | 11/22/2019 |
| Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:   |                           |                |                       |              | 5,595.40    |            |
| <b>25-91500-845 STORM SEWER-CLUB/LILAC/POPLAR</b> |                           |                |                       |              |             |            |
| 256                                               | KAPUR & ASSOCIATES, INC.  | 100307         | 2018 STREET UTILITY   | 11/04/2019   | 87.50       | 11/07/2019 |
| 256                                               | KAPUR & ASSOCIATES, INC.  | 100310         | GENERAL PROF.SVCS     | 11/04/2019   | 4,105.64    | 11/07/2019 |
| 256                                               | KAPUR & ASSOCIATES, INC.  | 100314         | 2020 ROAD UTILITY     | 11/04/2019   | 1,358.38    | 11/07/2019 |

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| Total 25-91500-845 STORM SEWER-CLUB/LILAC/POPLAR:    |                           |                |                     |              | 5,551.52    |            |
| <b>40-91100-814 COMPREHENSIVE PLAN</b>               |                           |                |                     |              |             |            |
| 856                                                  | VIERBICHER ASSOC. INC.    | 00006          | COMP UPDATE         | 11/15/2019   | 809.00      | 11/27/2019 |
| Total 40-91100-814 COMPREHENSIVE PLAN:               |                           |                |                     |              | 809.00      |            |
| <b>40-91100-879 ASSESSMENT OF HVAC SYSTEM</b>        |                           |                |                     |              |             |            |
| 5213                                                 | BARRIENTOS DESIGN & CONS  | 1403           | VILLAGE HALL        | 11/06/2019   | 5,824.50    | 11/07/2019 |
| Total 40-91100-879 ASSESSMENT OF HVAC SYSTEM:        |                           |                |                     |              | 5,824.50    |            |
| <b>40-91100-880 REPLACE VH FRONT/REAR LIGHTING</b>   |                           |                |                     |              |             |            |
| 958                                                  | CONSOLIDATED DOORS, INC.  | 271949         | DOORS               | 11/12/2019   | 1,130.00    | 11/15/2019 |
| Total 40-91100-880 REPLACE VH FRONT/REAR LIGHTING:   |                           |                |                     |              | 1,130.00    |            |
| <b>40-91100-882 REPLACE SERVICE DOOR &amp; FRAME</b> |                           |                |                     |              |             |            |
| 958                                                  | CONSOLIDATED DOORS, INC.  | 271949         | DOORS               | 11/12/2019   | 16,000.00   | 11/15/2019 |
| Total 40-91100-882 REPLACE SERVICE DOOR & FRAME:     |                           |                |                     |              | 16,000.00   |            |
| <b>40-91500-801 STREET RESURFACING</b>               |                           |                |                     |              |             |            |
| 256                                                  | KAPUR & ASSOCIATES, INC.  | 100307         | 2018 STREET UTILITY | 11/04/2019   | 87.50       | 11/07/2019 |
| 256                                                  | KAPUR & ASSOCIATES, INC.  | 100310         | GENERAL PROF.SVCS   | 11/04/2019   | 4,105.63    | 11/07/2019 |
| 256                                                  | KAPUR & ASSOCIATES, INC.  | 100314         | 2020 ROAD UTILITY   | 11/04/2019   | 1,358.38    | 11/07/2019 |
| 357                                                  | MUNSON INC.               | 82209          | GOODRICH            | 11/20/2019   | 34,550.00   | 11/22/2019 |
| Total 40-91500-801 STREET RESURFACING:               |                           |                |                     |              | 40,101.51   |            |
| <b>40-91500-825 PROJECT MANAGEMENT</b>               |                           |                |                     |              |             |            |
| 256                                                  | KAPUR & ASSOCIATES, INC.  | 100311         | GREENTREE RETAINING | 11/04/2019   | 2,377.50    | 11/07/2019 |
| Total 40-91500-825 PROJECT MANAGEMENT:               |                           |                |                     |              | 2,377.50    |            |
| <b>40-91600-824 TREE PLANTING</b>                    |                           |                |                     |              |             |            |
| 617                                                  | JOHNSON'S NURSERY         | 58823          | TREES               | 11/01/2019   | 910.00      | 11/01/2019 |
| Total 40-91600-824 TREE PLANTING:                    |                           |                |                     |              | 910.00      |            |
| <b>40-91600-833 TREE REPLACEMENT</b>                 |                           |                |                     |              |             |            |
| 327                                                  | MENARD'S - MILWAUKEE      | 94204          | GREEN NET           | 11/18/2019   | 80.94       | 11/22/2019 |
| 327                                                  | MENARD'S - MILWAUKEE      | 94236          | NETTING             | 11/18/2019   | 79.45       | 11/22/2019 |
| 327                                                  | MENARD'S - MILWAUKEE      | 95659          | NETTING             | 11/18/2019   | 108.65      | 11/22/2019 |
| 327                                                  | MENARD'S - MILWAUKEE      | 96080          | GREEN NET           | 11/01/2019   | 50.97       | 11/01/2019 |
| 1800                                                 | MENARD'S - GERMANTOWN     | 71945          | GREEN NET           | 11/01/2019   | 101.94      | 11/01/2019 |
| 2824                                                 | MAREK LANDSCAPING         | 4565           | INDIAN CREEK        | 11/06/2019   | 3,529.50    | 11/07/2019 |
| 2824                                                 | MAREK LANDSCAPING         | 4571           | INDIAN CREEK        | 11/18/2019   | 672.50      | 11/22/2019 |
| 5933                                                 | WACHTEL TREE SCIENCE & SE | 61505          | EAB                 | 11/04/2019   | 4,820.00    | 11/07/2019 |
| Total 40-91600-833 TREE REPLACEMENT:                 |                           |                |                     |              | 9,443.95    |            |
| <b>40-91600-838 VH-SECURITY IMPROVEMENTS</b>         |                           |                |                     |              |             |            |
| 5213                                                 | BARRIENTOS DESIGN & CONS  | 1397           | VILLAGE HALL        | 11/06/2019   | 5,330.83    | 11/07/2019 |
| Total 40-91600-838 VH-SECURITY IMPROVEMENTS:         |                           |                |                     |              | 5,330.83    |            |

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| <b>40-91600-851 DISEASED TREE REMOVAL</b>        |                            |                |                     |              |             |            |
| 2669                                             | BARK RIVER TREE SERVICE IN | 4173           | REMOVAL             | 11/04/2019   | 5,671.00    | 11/07/2019 |
| Total 40-91600-851 DISEASED TREE REMOVAL:        |                            |                |                     |              | 5,671.00    |            |
| <b>50-53100-233 GIS MAINTENANCE</b>              |                            |                |                     |              |             |            |
| 39                                               | RUEKERT MIELKE, INC.       | 129536         | GIS DATA MAINT      | 11/18/2019   | 1,010.50    | 11/22/2019 |
| Total 50-53100-233 GIS MAINTENANCE:              |                            |                |                     |              | 1,010.50    |            |
| <b>50-81000-601 SOURCE OF WATER SUPPLY</b>       |                            |                |                     |              |             |            |
| 378                                              | NORTH SHORE WATER COMMI    | 43             | MONTHLY             | 11/01/2019   | 17,787.41   | 11/01/2019 |
| Total 50-81000-601 SOURCE OF WATER SUPPLY:       |                            |                |                     |              | 17,787.41   |            |
| <b>50-81000-640 OPERATIONS LABOR WATER MAINS</b> |                            |                |                     |              |             |            |
| 2839                                             | CITY WATER LLC             | 660            | ON CALL             | 11/06/2019   | 750.00      | 11/07/2019 |
| Total 50-81000-640 OPERATIONS LABOR WATER MAINS: |                            |                |                     |              | 750.00      |            |
| <b>50-81000-651 MAINTENANCE OF MAINS</b>         |                            |                |                     |              |             |            |
| 281                                              | LINCOLN CONTRACTORS SUP    | M56104         | PAINT               | 11/25/2019   | 34.32       | 11/27/2019 |
| 357                                              | MUNSON INC.                | 82138          | WATERMAIN PATCHES   | 11/04/2019   | 7,457.00    | 11/07/2019 |
| 474                                              | CORE & MAIN LP             | L354335        | MISC PARTS          | 11/12/2019   | 51.63       | 11/15/2019 |
| 474                                              | CORE & MAIN LP             | L510213        | BOX RISER           | 11/25/2019   | 78.00       | 11/27/2019 |
| 671                                              | AIRGAS                     | 9094728140     | GLOVES              | 11/09/2019   | 296.38      | 11/15/2019 |
| 918                                              | E.H. WACHS COMPANY, INC.   | 170222         | OPERATING NUTS      | 11/25/2019   | 488.74      | 11/27/2019 |
| 959                                              | ETNA SUPPLY                | S103302399001  | SMART STICK         | 11/12/2019   | 110.50      | 11/15/2019 |
| 1304                                             | MIDAMERICAN TECHNOLOGY, I  | 13772          | PRO2 RECEIVER       | 11/12/2019   | 583.67      | 11/15/2019 |
| 2241                                             | ITU ABSORB TECH, INC       | 7345325        | WATER               | 11/12/2019   | 43.95       | 11/15/2019 |
| 2241                                             | ITU ABSORB TECH, INC       | 7349865        | WATER DEPT          | 11/12/2019   | 8.34        | 11/15/2019 |
| 2241                                             | ITU ABSORB TECH, INC       | 7354257        | WATER               | 11/12/2019   | 9.80        | 11/15/2019 |
| 2241                                             | ITU ABSORB TECH, INC       | 7358793        | WATER DEPT          | 11/25/2019   | 8.34        | 11/27/2019 |
| 2241                                             | ITU ABSORB TECH, INC       | 7363068        | WATER               | 11/25/2019   | 43.95       | 11/27/2019 |
| 5033                                             | OFFICE DEPOT -US COMMUNIT  | 38695181001    | 37360205-WATER      | 11/01/2019   | 12.73       | 11/01/2019 |
| 101806                                           | USA BLUEBOOK               | 63715          | FLAG                | 11/25/2019   | 108.99      | 11/27/2019 |
| Total 50-81000-651 MAINTENANCE OF MAINS:         |                            |                |                     |              | 9,336.34    |            |
| <b>50-81000-653 MAINTENANCE OF METERS</b>        |                            |                |                     |              |             |            |
| 60                                               | L-R METER TESTING & REPAIR | 4488           | ASSY CHAMBER REPAIR | 11/12/2019   | 772.53      | 11/15/2019 |
| 101806                                           | USA BLUEBOOK               | 44126          | GASKET              | 11/12/2019   | 74.85       | 11/15/2019 |
| Total 50-81000-653 MAINTENANCE OF METERS:        |                            |                |                     |              | 847.38      |            |
| <b>50-81000-654 MAINTENANCE OF HYDRANTS</b>      |                            |                |                     |              |             |            |
| 327                                              | MENARD'S - MILWAUKEE       | 96965          | GREASE              | 11/12/2019   | 21.99       | 11/15/2019 |
| Total 50-81000-654 MAINTENANCE OF HYDRANTS:      |                            |                |                     |              | 21.99       |            |
| <b>50-81000-800 CAPITAL OUTLAY</b>               |                            |                |                     |              |             |            |
| 256                                              | KAPUR & ASSOCIATES, INC.   | 100307         | 2018 STREET UTILITY | 11/04/2019   | 87.50       | 11/07/2019 |
| 256                                              | KAPUR & ASSOCIATES, INC.   | 100310         | GENERAL PROF.SVCS   | 11/04/2019   | 4,105.63    | 11/07/2019 |
| 256                                              | KAPUR & ASSOCIATES, INC.   | 100314         | 2020 ROAD UTILITY   | 11/04/2019   | 1,358.38    | 11/07/2019 |
| 4542                                             | SEH, INC.                  | 376824         | WATERMAIN           | 11/20/2019   | 12,651.50   | 11/22/2019 |
| Total 50-81000-800 CAPITAL OUTLAY:               |                            |                |                     |              | 18,203.01   |            |

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report  
Report dates: 11/01/2019-11/30/2019

Page: 14  
Nov 27, 2019 11:52AM

| Vendor                                          | Vendor Name               | Invoice Number   | Description               | Invoice Date | Amount Paid | Date Paid  |
|-------------------------------------------------|---------------------------|------------------|---------------------------|--------------|-------------|------------|
| <b>50-81000-844 NSWC CAPITAL PROJECTS</b>       |                           |                  |                           |              |             |            |
| 378                                             | NORTH SHORE WATER COMMI   | 11/13/19 RESERVI | RESERVOIR UPGRADE         | 11/14/2019   | 78.75       | 11/15/2019 |
| Total 50-81000-844 NSWC CAPITAL PROJECTS:       |                           |                  |                           |              | 78.75       |            |
| <b>50-81000-921 OFFICE SUPPLIES AND EXPENSE</b> |                           |                  |                           |              |             |            |
| 415                                             | POSTMASTER                | 8/1-11/1/19      | AUG-NOV WATER BILLS       | 11/25/2019   | 224.56      | 11/26/2019 |
| 2136                                            | VERIZON WIRELESS          | Oct Nov 2019     | 787000169-00001           | 11/18/2019   | 75.72       | 11/22/2019 |
| 2136                                            | VERIZON WIRELESS          | Oct Nov 2019     | 787000169-00001           | 11/18/2019   | 75.71       | 11/22/2019 |
| 5033                                            | OFFICE DEPOT -US COMMUNIT | 38695181001      | 37360205-WATER            | 11/01/2019   | 14.63       | 11/01/2019 |
| Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE: |                           |                  |                           |              | 390.62      |            |
| <b>50-81000-923 OUTSIDE SERVICES EMPLOYED</b>   |                           |                  |                           |              |             |            |
| 2839                                            | CITY WATER LLC            | 660              | MONTHLY                   | 11/06/2019   | 5,900.00    | 11/07/2019 |
| Total 50-81000-923 OUTSIDE SERVICES EMPLOYED:   |                           |                  |                           |              | 5,900.00    |            |
| <b>72-27015 LIBRARY LOST BOOKS</b>              |                           |                  |                           |              |             |            |
| 55                                              | BAKER & TAYLOR BOOKS VEN  | 11/06/2019       | LOST LIBRARY BOOK         | 11/06/2019   | 4.63        | 11/07/2019 |
| Total 72-27015 LIBRARY LOST BOOKS:              |                           |                  |                           |              | 4.63        |            |
| <b>72-27030 FRIENDS OF THE NSL - DONATION</b>   |                           |                  |                           |              |             |            |
| 55                                              | BAKER & TAYLOR BOOKS VEN  | 11/06/2019       | ADULT SERVICES            | 11/06/2019   | 964.11      | 11/07/2019 |
| 55                                              | BAKER & TAYLOR BOOKS VEN  | 11/20/2019       | ADULT SERVICES            | 11/20/2019   | 871.82      | 11/22/2019 |
| 962                                             | MOLINSKI, ALYSSA          | 11/20/2019       | CHILDRENS SERVICES        | 11/20/2019   | 200.00      | 11/22/2019 |
| 2347                                            | NORTHSHORE BANK           | 11/20/2019       | ADULT /CHILDRENS SERVICES | 11/20/2019   | 460.29      | 11/22/2019 |
| 3280                                            | NORTHSHORE LIBRARY PETTY  | 11/06/2019       | CHILDRENS SVCS            | 11/06/2019   | 10.00       | 11/07/2019 |
| Total 72-27030 FRIENDS OF THE NSL - DONATION:   |                           |                  |                           |              | 2,506.22    |            |
| Grand Totals:                                   |                           |                  |                           |              | 318,256.23  |            |

Date Approved: \_\_\_\_\_

Village Manager: \_\_\_\_\_

Village Board: \_\_\_\_\_

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# Municipal LAW

& L I T I G A T I O N   G R O U P

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

730 N. GRAND AVENUE  
WAUKESHA, WISCONSIN 53186  
Telephone (262) 548-1340  
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PAUL E. ALEXY  
R. VALJON ANDERSON  
MATTEO REGINATO  
LUKE A. MARTELL  
SAMANTHA R. SCHMID  
STEPHEN J. CENTINARIO, JR.  
AMY FRY-GALOW  
CHRISTOPHER R. SCHULTZ

October 28, 2019

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

**Re:    An Ordinance to Create Subsections 19-9 C. (5) and (6), and Repeal and Re-Create Sections 19-10 and 19-12 of the Village of Fox Point Village Code Concerning Permit Approval Exceptions, Building Board Membership and Findings  
First Draft**

Dear Mr. Botcher:

I received your request that I prepare a first draft of an ordinance for the Village Board to consider regarding the restructuring of the Building Board. This follows upon the direction we received from the Village Board at their recent meeting. I have had an opportunity to carefully consider this matter.

Enclosed please find a first draft of an ordinance that I have prepared for your consideration. Please note the following comments, questions, concerns and recommendations in this regard:

1. I believe this incorporates all of the recommendations discussed by the Village Board at their meeting of October 10<sup>th</sup>, including the recommendations from former President West and Del Wilson from their memorandum dated July 30, 2018. You will want to be sure that I have done so in accordance with the intent, however.
2. Please note the changes that I have proposed for Section 19-12, which follows upon our discussion following the Board meeting. This change describes two levels of Building Board authority. The first is the express authority to deny a permit application. In my involvement with the Village, I have yet to see the Building Board deny an application, so I assume this will continue to be a rare occurrence. The second level authority concerns Building Board recommendations. This empowers the Building Board, in situations where they do not have the authority to deny the application, to offer advisory recommendations. This limits the Board's authority in this case in a number of respects, e.g.:
  - a. While the Board can make such recommendations, the applicant is not required to follow them.

**MUNICIPAL LAW & LITIGATION GROUP, S.C.**

Scott Botcher  
October 28, 2019  
Page 2

- b. The Board cannot require that plans be resubmitted showing that the recommendations have been followed.
  - c. If an applicant finds the Board's recommendations to be useful, the applicant can continue that discussion by submitting revised plans, but that is a determination made by the applicant alone.
3. This is an amendment to Chapter 19 of the Village Code, which can be adopted solely by the Village Board. There is no special process required, other than ordinary open meetings law notice and a majority vote of the Board.

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

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

*Eric J. Larson*

Eric J. Larson

EJL/egm  
Enclosure

cc: Kelly Meyer, Village Clerk/Treasurer  
Mike Pedersen, Assistant Village Manager

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STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO CREATE SUBSECTIONS 19-9 C. (5) AND (6), AND  
REPEAL AND RE-CREATE SECTIONS 19-10 and 19-12 OF THE  
VILLAGE OF FOX POINT VILLAGE CODE CONCERNING PERMIT  
APPROVAL EXCEPTIONS, BUILDING BOARD MEMBERSHIP AND  
FINDINGS

WHEREAS, the Village of Fox Point has been served by a Building Board for several decades, for review of plans for construction throughout the Village of Fox Point; and

WHEREAS, Village staff have recommended that the role and function of the Building Board be revisited and further defined to ensure that the Building Board continues to serve the Village going forward, in compliance with the ruling of the Wisconsin Supreme Court in its review of Fox Point's Building Board regulations, in the case of *State ex rel. Saveland Park Holding Corp. v. Donald Wieland, Building Inspector of the Village of Fox Point*, 269 Wis. 262 (1955); and

WHEREAS, the Village of Fox Point Village Board finds that the update and revision to the Building Board regulations hereby established will allow the Building Board to continue to function, with additional description of its role, to best serve the Village of Fox Point going forward.

NOW, THEREFORE, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Chapter 19 of the Village of Fox Point Village Code entitled, "Boards, Commissions and Committees," Article II entitled, "Building Board," Section 19-9 entitled, "Building Permit Approval," Subsection C entitled "Exceptions," Subsections 5 and 6 are hereby created as follows:

- (5) Replacement of doors with doors that fit in the same door frame area, and replacement of windows that fit in the same window frame area.
- (6) Structures built on property located in a D – Business District, E- Semi-Business District, F- Institutional District, PDO – Planned Development Overlay District, or Cultural Overlay District.

SECTION 2: Chapter 19 of the Village of Fox Point Village Code entitled, "Boards, Commissions and Committees," Article II entitled, "Building Board," Section 19-10 entitled, "Membership" is hereby repealed and re-created as follows:

## 19-10 Membership

- A. Composition. The Building Board shall consist of ~~three~~five residents of the Village, ~~one~~two of whom shall be ~~an~~architects, including within the term landscape architects.
- B. Selection. The members of the Building Board shall be appointed by the Village President, subject to confirmation of the Village Board. The Village President shall choose the presiding officer. The members of the Building Board shall be appointed to hold office for a period of three years, provided that initial appointments shall be 2 members for 3 years, 2 members for 2 years and 1 member for 1 year. Appointments shall be made during the month of April or as soon thereafter as reasonably practicable, for terms that expire in April or at any other time if a vacancy occurs during the middle of a term. The Building Board shall remain as constituted at the time of adoption of this Section until appointments are made under this provision, ~~selected from a panel of not fewer than five established from time to time by resolution of the Village Board.~~
- C. Quorum. A quorum shall consist of three members, except that in the event of a meeting of three members in which one member recuses himself/herself due to a conflict, then the two remaining members shall have authority to act, and in the instance such two members cannot act in unison, such tie vote shall cause the matter in question to be laid over to the next meeting. ~~The Secretary of the Building Board shall from time to time select and request, until the requisite number is obtained, the members listed upon the panel to act as the Building Board whenever the Building Inspector shall request a meeting of the Building Board to consider applications for building permits which the Building Inspector has found comply in all respects with all other ordinances of the Village.~~
- D. Meeting Date. The Building Board shall hold monthly meetings on a regular schedule selected by the Building Board. The Building Board may call special meetings from time to time upon the written request of two members, or at the call of the chair.

SECTION 3: Chapter 19 of the Village of Fox Point Village Code entitled, "Boards, Commissions and Committees," Article II entitled, "Building Board," Section 19-12 entitled, "Findings" is hereby repealed and re-created with the heading "Findings, Orders and Recommendations" as follows:

## 19-12 – Findings, Orders and Recommendations.

- A. Permit Denial. The Building Board may order the building permit to be denied only after providing the applicant an opportunity to be heard, and finding sufficient cause to deny the application based upon the standards of § 19-9 A. Such finding shall be made in writing, and the basis for such decision shall be expressly stated. Notice and a copy of the written decision shall be provided to the applicant.
- B. Advisory Recommendation. The Building Board, as a service to the applicant, may offer recommended plan revisions, without need of a finding per § 19-9 A.

Such recommendations may be written or oral, and are advisory only. Nothing the Building Board may recommend in its advisory capacity shall be interpreted to expand, reduce or modify applicable laws or requirements related to the applicant's project. The applicant may amend the applicant's plans to incorporate the Building Board's recommendations, at the applicant's option, and such revised plans do not require further Building Board review. Nothing in this Subsection shall be interpreted to prohibit the applicant from seeking further review from the Building Board, at the applicant's option.

~~On an appeal to the Board of Appeals, in the absence of proof to the contrary adduced before the Board of Appeals, a refusal to grant the building permit because of refusal of the Building Board to make the finding required by § 19-9 hereof shall be deemed to be based upon facts supporting the conclusion that the exterior architectural appeal and functional plan of the proposed structure for which a building permit was refused would, when erected, be so at variance with or so similar to either the exterior architectural appeal or functional plan of structures already constructed or in the course of construction in the immediate neighborhood, or the character of the applicable district, as to cause a substantial depreciation in the property values of the neighborhood within the applicable district.~~

#### 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 immediately upon passage and posting or publication as provided by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Village of Fox Point

\_\_\_\_\_  
Douglas H. Frazer, Village President

ATTEST:

\_\_\_\_\_  
Kelly A. Meyer, Village Clerk/Treasurer

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VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909

To: Village Board, Fox Point Residents

From: Michael Pedersen, Assistant Village Manager

Through: Scott Botcher, Village Manager

Date: December 2, 2019

Re: 2019 Municipal Pool Year End Overview

---

A handwritten signature in blue ink, appearing to read 'Michael Pedersen', is placed next to the 'From:' line of the memo.

### Overview

As the 2019 Fox Point Pool Season is now concluded, I wanted to share a few highlights, discuss operations, membership and of course, financials, with the Village Board and Fox Point residents.

### Highlights

Each year, the Village of Fox Point tries to enhance the pool experience for members. Staff also tries different marketing ideas to try and generate additional memberships and/or revenue sources. Below are some of the highlights from the 2019 pool season.

- The Village offered 5 free daily pool passes for new Fox Point residents as a welcome to the neighborhood. The Village will continue this in 2020.
- In an attempt to gain additional members, the Village lowered the cost of non-resident memberships to \$280 for family memberships and \$140 for single memberships.
- The Village partnered up with Junior's Smoked BBQ to provide snacks down at the pool which seemed to be well liked by the members, staff and the rest of the community that got to try their food during the Village Open House.
- In 2018, staff was successfully able to shift around programming schedules to allow members to start open swim at 12:00pm, rather than the previous open time of 1:00pm, giving members an additional hour each weekday to enjoy the pool. We continued this schedule in 2019 and found that extra hour to be well received.
- Toddler time opened at 8:00am allowing parents with children 3 years of age or younger to utilize the toddler pool while the programs were being held in the main pool.
- Masters Swim program came back for the third year in a row. Although this program is primarily designed for triathletes, competitive and fitness swimmers, recreational swimmers are also able to participate.
- The Yoga program moved from the weekend hours to Wednesday's between 12:30pm and 1:30pm.

- The Village continues to sell advertisement space along the fence to gain additional revenue.

## Operations

Since 2014, the Village has made some strategic changes to the pool operations as an attempt to reduce overall cost while simultaneously providing the great customer service to which our customers have become accustomed. As an example, the point of sale system that was implemented in 2014 continues to allow Village and Pool staff to maintain a more accurate record of the pools annual and daily revenues, expenditures and membership data. Year over year, this software has also helped management cut down on overlapping and overscheduling lifeguards, which has had a significant impact on the pool expenditures.

With membership down the last few years, it has been a main focus of our Village staff to market the pool to more Village residents as well as residents from surrounding communities each pool season. Village and pool staff have done a great job reaching out to other surrounding communities, writing articles in the Fox Point of View and continuing to grow the annual Fox Point Open House (free of charge) to name a few. Over the last few years, the Village has also allowed anyone to purchase a daily pass to the pool, which has increased our daily revenue dramatically. The idea is to get people in the door with the hopes that the following year they will be more likely to purchase an annual pass. At this point, the Village is investigating whether or not allowing non-residents to purchase an unlimited amount of daily passes has had a negative impact on membership revenue as family memberships are the main source of revenue for the pool.

Staff will continue to market the Fox Point Pool in coming years.

## Financials

Staff continues to try and reduce unnecessary expenditures where it can, but realistically, the expenditures are about as low as they can go without reducing the great level of service and safety that the pool has been providing for years. Over the last three pool seasons, the Village has kept preventative maintenance projects to a minimal as the Village Board and Village Pool Advisory Committee continue to work on future plans for the facility. Again in 2020, major maintenance projects that would normally be completed will not be budgeted. If there is a maintenance issue that prevents normal operation, the Village has the capability to repair/resolve the issue.

## Revenue

In 2019, the pool generated \$15,918 in programming revenue, which is down \$6,182 from 2018. These programs include water ballet, swim lessons, swim team and dive team. Annual membership were also down in 2019 by \$6,585 from \$62,430 in 2018 to \$55,845 in 2019. Daily pass revenue increased from \$22,142 in 2018 to \$25,325 in 2019; a difference of \$3,183.

## **Expenditures**

General expenditures for the pool include not only pool staff, supplies and materials, but also Village Hall staff time and benefits associated with salaries. For this reason, staff must estimate year end expenditures. It is estimated that the general expenditures at the end of 2019 will be closer to \$214,000. This number does not include debt service or capital projects. The Village's debt service payment decreased from \$16,500 in 2018 to \$16,088 in 2019.

## **Membership**

Since 2014, resident membership levels have remained quite stable. In 2019, the Village received 182 resident family memberships and 23 single memberships. Non-resident memberships, however, have been slowly declining over the last few years. In 2019 the Village received 77 non-resident family memberships and 9 non-resident single memberships. It is because of this decline that the pool has realized dramatic revenue reductions over the last few years.

## **Programming**

Similar to membership data, programming has also been struggling. Swim lesson, Water Ballet, Swim Team and Dive Team participation is down across the board.

## **Note from Staff**

While the Village should not overlook the significant financial struggles of the pool and their real long term impacts, it should be noted that the Village understands what an asset this facility is to the community. Staff has always, and continues to receive compliments regarding the professionalism and gallantry of the pool staff. The Village and Pool staff have always strived to keep this sense of community strong and will continue to do so year after year.

|                                      |                   |                   |                   |                   |                   |                   |
|--------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>FOX POINT POOL</b>                |                   |                   |                   |                   |                   |                   |
|                                      | 2014              | 2015              | 2016              | 2017              | 2018              | 2019              |
| <b>Revenues</b>                      |                   |                   |                   |                   |                   |                   |
| Camps/Classes                        | \$ 37,405         | \$ 30,915         | \$ 32,065         | \$ 23,580         | \$ 22,100         | \$ 15,918         |
| Memberships                          | \$ 96,230         | \$ 76,690         | \$ 75,770         | \$ 70,570         | \$ 62,430         | \$ 55,845         |
| Point of Sale                        | \$ 15,108         | \$ 17,715         | \$ 24,408         | \$ 20,177         | \$ 22,142         | \$ 25,325         |
| Miscellaneous                        | \$ 1,414          | \$ 311            | \$ (1,392)        | \$ 921            | \$ 4,460          | \$ 738            |
| <b>Total</b>                         | <b>\$ 150,157</b> | <b>\$ 125,631</b> | <b>\$ 130,851</b> | <b>\$ 115,248</b> | <b>\$ 111,132</b> | <b>\$ 97,826</b>  |
| <b>Expenditures</b>                  |                   |                   |                   |                   |                   |                   |
|                                      |                   |                   |                   |                   |                   | estimated         |
| General                              | \$ 175,063        | \$ 171,060        | \$ 187,159        | \$ 203,862        | \$ 196,645        | \$ 214,815        |
| Capital                              | \$ 5,082          | \$ 46,481         | \$ 23,784         | \$ 9,150          | \$ 5,344          | \$ 38,900         |
| Debt Service                         | \$ 15,800         | \$ 20,300         | \$ 19,700         | \$ 17,300         | \$ 16,500         | \$ 16,088         |
| <b>Total</b>                         | <b>\$ 195,945</b> | <b>\$ 237,841</b> | <b>\$ 230,643</b> | <b>\$ 230,312</b> | <b>\$ 218,489</b> | <b>\$ 269,803</b> |
| Net (Including Capital & Debt)       | \$ (45,788)       | \$ (112,210)      | \$ (99,792)       | \$ (115,064)      | \$ (107,357)      | \$ (171,977)      |
| Net (Exclude Debt Service)           | \$ (29,988)       | \$ (91,910)       | \$ (80,092)       | \$ (97,764)       | \$ (90,857)       | \$ (155,889)      |
| Year End Fund Balance                | \$ 255,556        | \$ 232,846        | \$ 133,054        | \$ 52,990         | \$ -              | \$ -              |
| <b>General Fund Applied</b>          |                   |                   |                   |                   |                   |                   |
| Fund Balance Applied                 | \$ 85,980         | \$ 35,000         |                   |                   | \$ 54,366         | \$ -              |
| Transfer from Capital Fund           | \$ 56,500         |                   |                   |                   | \$ 52,990         | \$ -              |
| Transfer Total                       | \$ 142,480        | \$ 89,500         | \$ -              | \$ 35,000         | \$ 107,356        | \$ -              |
| <b>Membership</b>                    |                   |                   |                   |                   |                   |                   |
|                                      | 2014              | 2015              | 2016              | 2017              | 2018              | 2019              |
| Resident Family                      | 168               | 154               | 161               | 170               | 170               | 182               |
| Non-Resident Family                  | 175               | 122               | 115               | 94                | 82                | 77                |
| Resident Single (adult or child)     | 23                | 13                | 20                | 33                | 31                | 23                |
| Non-Resident Single (adult of child) | N/A               | 15                | 9                 | 4                 | 6                 | 9                 |
| <b>Programming</b>                   |                   |                   |                   |                   |                   |                   |
|                                      | 2014              | 2015              | 2016              | 2017              | 2018              | 2019              |
| Dive Team                            | N/A               | 12                | 20                | 21                | 13                | 7                 |
| Swim Team                            | 149               | 144               | 143               | 122               | 115               | 92                |
| Water Ballet                         | 50                | 22                | 20                | 15                | 18                | 12                |
| Swim Lessons                         | 196               | 187               | 192               | 113               | 109               | 61                |



## VILLAGE OF FOX POINT

MILWAUKEE COUNTY  
WISCONSIN

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

**To:** Village Board  
**From:** Scott Botcher, Village Manager *SAB*  
**cc:** Kelly Meyer, Clerk Treasurer  
**Date:** November 27, 2019  
**Re:** Airbnb fees

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On the agenda this evening is a resolution to establish the fee for the Airbnb application. We set the fee at \$125 approximating our costs to process the application.

This resolution is necessary as the ordinance passed previously indicated we would set the fee by resolution.

Please contact me if you have any questions.

Thank you.

# Municipal LAW

& L I T I G A T I O N   G R O U P

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

730 N. GRAND AVENUE  
WAUKESHA, WISCONSIN 53186  
Telephone (262) 548-1340  
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PAUL E. ALEXY  
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MATTEO REGINATO  
LUKE A. MARTELL  
SAMANTHA R. SCHMID  
STEPHEN J. CENTINARIO, JR.  
AMY FRY-GALOW  
CHRISTOPHER R. SCHULTZ

November 26, 2019

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

**Re: Resolution to Establish the Vacation Rental Establishment License  
Application Fee  
First Draft**

Dear Mr. Botcher:

I received your request that I prepare a resolution to create the vacation rental license application fee per the Village ordinance. I have had an opportunity to carefully consider this matter.

Enclosed please find a first draft of a resolution that I have prepared for your consideration in this regard.

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: Kelly Meyer, Village Clerk/Treasurer  
C:\MyFiles\Fox Point\Ordinances\Botcher ltr 11.19.19.docx

STATE OF WISCONSIN      VILLAGE OF FOX POINT      MILWAUKEE COUNTY

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ESTABLISH THE VACATION RENTAL  
ESTABLISHMENT LICENSE APPLICATION FEE

WHEREAS, Chapter 573 of the Village of Fox Point Village Code regulates vacation rental establishments in the Village; and

WHEREAS, Section 573-2. D. requires payment of an application fee for each vacation rental establishment license application; and

WHEREAS, the Village Manager has closely considered the costs that would be incurred by the Village in processing vacation rental establishment license applications in the manner required by Chapter 573 of the Village Code, and has determined that the appropriate fee amount, to recover no more than the Village's actual costs of the program, are as described herein; and

WHEREAS, the Village Board hereby wishes to establish the fee as recommended by the Village Manager.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, that the vacation rental establishment license application fee described in Section 573-2 D. of the Village Code is hereby established in the amount of \$ \_\_\_\_\_ for each vacation rental establishment license application.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

VILLAGE OF FOX POINT

\_\_\_\_\_  
Douglas A. Frazer, Village President

ATTEST:

\_\_\_\_\_  
Kelly Meyer, Village Clerk/Treasurer

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STATE OF WISCONSIN      VILLAGE OF FOX POINT      MILWAUKEE

COUNTY RESOLUTION NO. 2019-\_\_\_\_

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**RESOLUTION OF COMMENDATION**

**WHEREAS, William S. Wojtanowski** began his career with the Village of Fox Point Department of Public Works as the Garage Superintendent on December 27, 1989; and

**WHEREAS, William S. Wojtanowski** quickly advanced in his career due to his work ethic, intelligence, and attention to detail eventually being appointed as Assistant Director of Public Works in 2006; and

**WHEREAS, William S. Wojtanowski** has willingly and competently taken on additional duties and responsibilities throughout his career including management of the various buildings and facilities located in the Village of Fox Point, oversaw the opening and closing of the Fox Point Municipal Pool, maintained and improved the sanitary sewer lift stations, and dutifully managed personnel issues within the Department of Public Works; and

**WHEREAS, William S. Wojtanowski** has received numerous letters of appreciation and commendation from the Fox Point Fire Department, the Fox Point Police Department, Village Managers and Department Heads for his ability to effectively and efficiently provide solutions to equipment and facility related matters that has saved the Village of Fox Point many thousands of dollars; and

**WHEREAS, William S. Wojtanowski** has faithfully performed all required duties throughout his 30 career with the Village; and

**WHEREAS, William S. Wojtanowski** embodies the very essence of a Fox Point employee – service to the Village, its residents, and his coworkers above all else; and

**WHEREAS, William S. Wojtanowski** announced his retirement effective December 31, 2019

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of the Village of Fox Point extends its sincere appreciation to **William S. Wojtanowski** for his dedication and service to the Village of Fox Point and wishes him well in all his future endeavors.

**PASSED AND ADOPTED** this 10th day of December, 2019.

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Douglas H. Frazer  
Village President

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

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STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

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RESOLUTION 2019-xx

**RESOLUTION OF APPRECIATION**

**WHEREAS, Jeffrey Davis** was the a member of the Fox Point Board of Appeals from 2009 through 2019;

**WHEREAS, Jeffrey Davis'** wisdom, legal acumen, sense of fairness, and leadership were valued by all members of the Board of Appeals, Village Staff, and Village Board;

**WHEREAS, Jeffrey Davis'** service to the community has earned the gratitude and recognition of the Village of Fox Point;

**WHEREAS, Jeffrey Davis'** devoted and diligent service to the Village of Fox Point will be missed by all he served;

**NOW THEREFORE, BE IT RESOLVED** that the Village Board of the Village of Fox Point extends its sincere thanks to Jeffrey Davis for his service.

**PASSED AND ADOPTED this 10<sup>th</sup> day of December 2019.**

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Douglas H. Frazer  
Village President

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

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STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

---

RESOLUTION 2019-xx

**RESOLUTION OF APPRECIATION**

**WHEREAS, Nathan Eisenberg** was the a member of the Fox Point Board of Appeals from 2010 through 2019;

**WHEREAS, Nathan Eisenberg's** wisdom, legal acumen, sense of fairness, and leadership were valued by all members of the Board of Appeals, Village Staff, and Village Board;

**WHEREAS, Nathan Eisenberg's** service to the community has earned the gratitude and recognition of the Village of Fox Point;

**WHEREAS, Nathan Eisenberg's** devoted and diligent service to the Village of Fox Point will be missed by all he served;

**NOW THEREFORE, BE IT RESOLVED** that the Village Board of the Village of Fox Point extends its sincere thanks to Nathan Eisenberg for his service.

**PASSED AND ADOPTED this 10<sup>th</sup> day of December, 2019.**

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Douglas H. Frazer  
Village President

---

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



## VILLAGE OF FOX POINT

MILWAUKEE COUNTY  
WISCONSIN

VILLAGE HALL  
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414-351-8900  
FAX 414-351-8909

**To:** Village Board

**From:** Scott A Botcher, Village Manager SAB

**Cc:** Scott Brandmeier, Village DPW Director/Engineer

**Date:** November 27, 2019

**Re:** Radio Read Water Meters

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Following a citizen comment, on the motion of Trustee Sumner and the approval of the Village Board, staff has placed the issue of opting out of the Village's advanced meter infrastructure (AMI) (radio read) water meters on the agenda.

Staff has spoken with and garnered much information from the Public Service Commission (PSC), Badger Meter, and several other sources, including those links previously presented by a citizen. Further, I have had my memo reviewed by DPW and Water Utility staff.

Following my review of the literature and my discussions with PSC staff, it is my recommendation that the Village not offer an opt out provision for its ratepayers.

The Village of Fox Point has been installing AMI meters for several years; the task is almost complete. Many communities have done the same and the PSC has been encouraging communities to do so.

I spoke at length with Laura Fay, Analyst with the PSC. As part of our discussion, she stated that the issue of health and security concerns with these meters was brought up occasionally but infrequently, and most communities do not offer opt out opportunities for its ratepayers. (A utility is not required to offer an opt out opportunity to its customers.)

She was kind enough to forward several examples of investigations the PSC has conducted into the health and safety and other aspects of advanced meter infrastructure systems.

Here is an excerpt from a report by Public Health Madison and Dane County (PHMDC):

"The use of AMI networks allow improved and more efficient monitoring and billing of public utilities. However, the emission of radio frequency (RF) radiation from the smart meter component of this system has raised concern due to the purported link of this type of radiation to adverse human health impacts. A thorough review of the relevant literature suggests that there is little evidence to support an association with any potential health effects that may result from the installation and/or normal operation of the smart meter. This conclusion was based upon the reported infrequent and low-level of RF emissions from the device and the lack of data supporting an association between RF exposures at this level to the development of nonthermal effects in exposed individuals. Therefore, PHMDC supports the deployment of AMI network technology proposed by the city of Madison Water Utility (MWU) and do not foresee any potential individual and/or community health danger due to the installation and operation of this technology."

"The emission of RF from the smart meters occurs intermittently throughout the day normally totaling from a few seconds of transmission during a 24-hour period to, at most, a few minutes during the day."

The PSC has had few cases focused primarily on health and safety issues and the utilization of these meters.

On July 5, 2012, 33 customers of the Madison Water Utility sought investigation into the health, safety, cost, privacy, security, and the need for a customer Bill of Rights to protect the public's interest and users of AMI systems. On August 28, 2012 the Commission denied the petition.

In its opinion, the PSC stated "accurate metering is required for effective billing accounting and rate making for electric gas and water utilities". "Advances in metering technology have allowed utilities to read meters remotely and more frequently using wired or wireless technology to transmit a signal to a fixed or mobile receiver".

The ability to transmit a signal using RF is not new technology and is commonly used in mobile communications equipment and household devices such as radios, cellular phones, wireless routers, remote controls, and cordless telephones, many of which are used far more frequently and for longer duration than any water meter.

The use of automatic metering systems is becoming increasingly common as utilities replace obsolete outdated potentially nonfunctioning and fully depreciated meters in Wisconsin specifically the use of automatic metering systems is already widespread in the utility industries.

As part of its finding, the PSC cites a Madison Water Utility statement that considered the health, safety, and other risks posed by its AMI system which found that the implementation of the system did not pose a public health risk (citing the same report by Public Health Madison Dane County). Further, MWU, summarizing a literature review by concluding there is little evidence supporting association between AMI meters and potential health effects.

In a similar request for full review filed October 26, 2016, the PSC, on January 27<sup>th</sup>, 2017, denied a request to require the replacement of a similar AMI meter used by WE Energies. PSC staff cited multiple PSC rulings as precedent and further stated (as of January, 2017)

“Based on Commission staff’s continuing review and information in this docket, the commission is not convinced that current literature shows a scientific basis to link EHS (Electromagnetic Hypersensitivity) symptoms to EMF (Electromagnetic Fields) exposure from utility meters. Moreover, the AMA (American Medical Association) does not recognize EHS as a medical diagnosis nor is it clear that it represents a single medical problem. As the scientific literature does not support a link between EHS symptoms and EMF exposure from utility meters, the Commission is unconvinced that a formal review of Ms. Wahlig’s complaint is necessary to determine whether her situation constitutes exceptional or unusual circumstance...”.

The citizen raised a small security concern with utilization of these water meters. John Fillinger, director of utility marketing a Badger Meter has written an article entitled “Six Myths about Smart Water Tech”. In the article, he addresses the statement “I’m concerned about cybersecurity.”

His response is as follows: “Security is of critical importance when deploying an Automated Meter Infrastructure (AMI) system. Cellular endpoints offer multiple security advantages in comparison to other reading technologies, which make them a smart choice for utilities interested in deploying a system that protects their data from the endpoint to the head end system.”

“Similar to all of the devices using a cellular network, each cellular endpoint message is fully encrypted to protect the information as it is collected by the cellular gateway. Once a cellular gateway has the endpoint data, it uses a secure network connection tied to the head and software. This is extremely important because using a secure Multiprotocol Label Switching (MPLS) network connection directly into the headend software eliminates the need to expose data to the public Internet for transmission.”

I also reviewed the documentation (links) submitted to the Board, and found that some of the research is found to be questionable, specifically the Bio Initiative report, which has been heavily criticized by independent and governmental research groups, seven separate government health authority and independent expert groups with specific criticisms and for its overall lack of balance.

In conclusion, as I stated previously, I do not recommend that the Board consider providing an opt out opportunity for ratepayers.

As always, please contact me prior to the meeting with any questions. Thank you.