

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

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

**TUESDAY
JUNE 9, 2020
7:00 P.M.**

**NOTE: THE VILLAGE BOARD WILL BE MEETING VIA TELEPHONIC AND VIDEO
CONFERENCING. THERE WILL BE A CHAIRS SOCIALLY DISTANCED IN THE BOARD
ROOM. CITIZEN COMMENT HAS BEEN REMOVED AS AN AGENDA ITEM DUE TO THE
VIRUS (FOR THIS REASON ONLY) AND WILL RETURN. HOWEVER, THERE MAY BE
LIMITED OPPORUNITY FOR CITIZEN COMMENT AT THE DISCRETION OF THE
CHAIR. CITIZENS ARE ENCOURAGED TO SUBMIT ANY COMMENTS IN WRITING IN
ADVANCE OF THE MEETING TO THE VILLAGE MANAGER AT
sbotcher@villageoffoxpoint.com.**

Zoom Participant Information

<https://us02web.zoom.us/j/86700562498>

Dial: (312) 626-6799

Meeting ID: 867 0056 2498

AGENDA

1. Roll Call

2. Committee Reports

a. Plan Commission

1. The Village Board will receive a report regarding the Plan Commission's review and recommendation of the Fox Point Lutheran Church's application for modifications to their previously approved site plan, floor plans, proposed addition and parking lot changes per Section 745-20 B. (2) of the Village code.
2. The Village Board will receive a report regarding the Plan Commission's review and recommendation concerning the proposed installation of an art sculpture, entitled Little Dancer, Aged Fourteen by Richard Edelman proposed to be located on Village Property either at N. Lake Drive and N. Bell Road (southwest corner) or N. Lake Drive and E. Bradley Road (southwest corner), in the Village of Fox Point, per Section 745-20 B.(2) of the Village Code.

3. Public Hearing

- a. **Artwork loan and exhibition of sculpture concerning the artwork entitled “*Little Dancer, Aged Fourteen*, offered for donation to the Village by the artist, Richard Edelman**

As required, the Village Board will hear comments and input regarding the artwork loan and exhibition by Richard Edelman of sculpture titled *Little Dancer, Aged Fourteen* on village property either at N. Lake Drive and N. Bell Road (southwest corner) or N. Lake Drive and E. Bradley Road (southwest corner), as required by Village Code Section 745-20 B. (2).

NOTE: GIVEN THE PLAN COMMISSION ACTION OF JUNE 1, 2020, IT IS EXPECTED THAT THIS HEARING WILL BE POSTPONED UNTIL THE AUGUST 2020 VILLAGE BOARD MEETING.

4. **Consent Agenda** – All items listed under the Consent Agenda will be approved in one motion without discussion unless any Board member requests that the item be removed for individual discussion and possible action. Any item(s) so removed shall be considered individually prior to consideration of any New Business agenda items in the same order in which they were originally listed in the Consent Agenda.
 - a. Approve the minutes of the May 12, 2020 Village Board meeting.
[Pages 1-10]
 - b. Grant the renewals for two “Class A” Beer and Intoxicating liquor licenses and renewals for 4 “Class B” Beer and Intoxicating Liquor licenses, per the Village Clerk/Treasurer’s memo dated May 27, 2020, subject to any conditions as noted.
[Pages 11-13]
 - c. Grant the Cigarette and Tobacco Product Retail license to the establishment Walgreen Co, d/b/a, Walgreens #03125, located at 8615 North Port Washington Road-agent Tammy Marie Kachelmeier per the Village Clerk/Treasurer’s memo dated May 27, 2020 and subject to any conditions as noted.
[Page 14]
 - d. Approve the Change Order of Miller Engineers and Scientists in the amount of \$6,200 for additional evaluation of the shoreline along North Beach Drive and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works’ memorandum dated June 2, 2020.
[Page 15-18]
 - e. Accept the bid of Bark River Tree and Landscape, Inc. in an amount not to exceed \$20,000 for the removal of diseased elm trees and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Village Forester’s memorandum dated May 28, 2020.
[Page 19-22]
 - f. Approve Change Order No. 1 from Kapur & Associates for additional design and investigative activities associated with the Barnett Lane storm water improvement project and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works’ memorandum dated June 2, 2020.
[Page 23-25]
 - g. Approve the Agreement from Short Elliott Hendrickson in an amount not to exceed \$95,188 for the evaluation of the water main along Lake Drive and authorize the Village President and Village Clerk/Treasurer to sign the agreement per the Director of Public Works’ memorandum dated June 2, 2020.
[Page 26-39]
 - h. Adopt a Resolution Approving of and Authorizing Submittal of the Compliance Maintenance Annual Report (CMAR) to the Department of Natural Resources for the 2019 Sanitary Sewer Activities.
[Page 40-50]

- i. Schedule a Public Hearing for the July 14, 2020 regular Board meeting to receive comments and input on the proposed 2021 Community Development Block Grant (CDBG) program project list immediately following “Persons desiring to be heard” per the Director of Public Works’ memorandum dated June 2, 2020.
[Page 51]
- j. Confirm President Frazer’s list of appointments to Building Board.
[Page 52]
- k. Approve payment of the bills in the amount of \$545,921.78 for the period May 1, 2020 through May 31, 2020 per the report submitted by the Village Manager.
[Pages 53-64]

5. 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 of Fox Point Lutheran Church

The Village Board will discuss and may act on a request by the Fox Point Lutheran Church to approve a reduction in their previously approved proposed modifications, subsequent to Plan Commission recommendation of June 1, 2020.

[Page 65]

6. New Business

a. Resolution of Appreciation – Del Wilson

The Village Board will discuss and may act on a Resolution of Appreciation for Building Board Member Del Wilson.

[Page 66]

b. Resolution of Appreciation – Christel Maas

The Village Board will discuss and may act on a Resolution of Appreciation for Historic Preservation Commission Member Christel Maas.

[Page 67]

c. Resolution of Appreciation – Michael A. West

The Village Board will discuss and may act on a Resolution of Appreciation for Building Board member Michael A. West.

[Page 68]

d. Resolution of Appreciation – Donald Zien

The Village Board will discuss and may act on a Resolution of Appreciation for Board of Appeals Chair and Plan Commission member Donald Zien.

[Page 69]

e. Presentation by Glendale Administrator Rachel Safstrom concerning North Shore Library alternative site

The Village Board will receive a presentation from Glendale Administrator Rachel Safstrom concerning the idea of considering a new North Shore Library site at 7545 N Port Washington Road.

[Pages 70-81]

f. Ordinance to Repeal and Re-create Chapter 770, Electrical Standards

The Village Board will discuss and may act on an Ordinance to repeal and re-create Chapter 770 of the Village of Fox Point Village Code concerning electrical standards.

[Pages 82-90]

g. Ordinance to Create Section 19-32 D. Entitled “Remote Meetings” Related to Remote Meetings of Village Boards, Commissions and Committees

The Village Board will discuss and may act on Ordinance to create Section 19-32 D. entitled “Remote Meetings” of the Village of Fox Point Village Code related to remote meetings of Village Boards, Commissions and Committees.

[Pages 91-94]

h. Ordinance regarding the Bylaws of the Village Board of Village of Fox Point to Allow Alternative Regular Meeting Dates

The Village Board will discuss and may act on Ordinance regarding the Bylaws of the Village Board of the Village of Fox Point to Allow Alternative Regular Meeting Dates.

[Pages 91 & 95]

i. Discussion and possible action regarding absentee ballot marketing and report on Wisconsin Election Commission (WEC) updates

The Village Board will discuss and may act on Village of Fox Point absentee voting marketing and will be given a report on WEC updates per the Village Clerk’s memorandum dated June 2, 2020, consistent with Trustee Sumner’s request.

[Pages 96-98]

j. Review of 2021-2025 Capital Plan

The Village Manager and Staff will review the Village’s 2021-2025, five-year, long-range Capital Plan and the Board may move to accept.

[Pages 99-109]

k. Discussion and possible action regarding Green Tree Road Trail

The Village Board will discuss and may act on the matter of reconstructing the Green Tree Road Trail, as requested by Trustee Kravit.

7. Future Agenda Items

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

8. Announcements

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

- a. Village President Frazer
- b. Trustee Fonstad
- c. Trustee Symchych
- d. Trustee Sumner
- e. Trustee Tirado

- f. Trustee Kravit
- g. Trustee Ollman
- h. Village Manager Scott Botcher

9. Closed Session

It is anticipated the Village Board will convene into closed session for the following reason(s):

- a. Pursuant to Wisconsin 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: Specifically, to review and discuss the potential acquisition of a property located at 7545 North Port Washington Road for use as a North Shore Library. Participating in the closed session will be the Village Board, Village Manager, Assistant Village Manager, Library Board member Rindt, Village Clerk, and Village Attorney.
- b. Pursuant to Wisconsin Statutes Section 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Specifically, to review and discuss the impacts on the Village of Fox Point of a certified survey map recorded in the City of Glendale for property located at 6300 North Port Washington Road that is being developed for Landmark Credit Union, including an existing Village easement for a 16 inch water main and rights granted for such water main, and available legal options. Participating in the closed session will be the Village Board, Village Manager, Assistant Village Manager, Village Director of Public Works, Village Clerk, and Village Attorney.

10. Reconvene and Possible Action on Closed Session Items

The Village Board will reconvene into open session and may take action by duly adopted motion or resolution on the above described matters which were considered in closed session.

11. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING: JULY 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
MAY 12, 2020**

A meeting of the Fox Point Village Board was held on Tuesday, May 12, 2020 by in-person appearances and via telephonic and video conferencing through Zoom, at 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:02 p.m. President Frazer asked the Deputy Clerk/Treasurer to take roll call. Roll Call of the Village Board present included:

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

Also present were Village Manager Scott Botcher, Assistant Village Manager Michael Pedersen, Department of Public Works Director Scott Brandmeier, and Village Deputy Clerk-Treasurer, Jeanne O'Brien.

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

Citizen comment was removed due to the COVID-19 pandemic (only for this reason) and will return. Citizens were encouraged to submit any comments in writing in advance of the telephone conference meeting by sending to the Village Manager at: sbotcher@villageoffoxpoint.com.

Consent Agenda

- a. Approve the minutes of the March 10, 2020 Village Board meeting.
- b. Approve the minutes of the April 14, 2020 Village Board meeting.
- c. Adopt Proclamation 2020-04, establishing the week of May 3 through May 9, 2020 as Professional Municipal Clerks Week.
- d. Adoption of the bail/bond schedule as revised to meet the new ordinance numbering and recodification.
- e. Adoption of an ordinance to repeal and recreate Section 670-2 of Village of Fox Point code concerning underage possession of cigarettes.
- f. Approve the State Municipal Agreement for the Multimodal Local Supplement program funding for Santa Monica Boulevard and authorize the Village President to sign the agreement per the Director of Public Works' memorandum dated May 7, 2020.
- g. Accept the bid of Stark Pavement Corporation in the amount of \$298,121.50 for the paving of Barnett Lane, View Place and Acacia Road and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated May 7, 2020.

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- h. Accept the contract from Kapur & Associates in an amount not to exceed \$38,532 for the construction management of the paving work on Barnett Lane, View Place and Acacia Road and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated May 7, 2020.
- i. Accept Change Order No. 1 in the amount of \$10,104 for additional services and grant application assistance related to the vacant lot on Greenvale Road and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works' memorandum dated May 7, 2020.
- j. Adopt the Resolution Concerning a Village of Fox Point Lateral Rehabilitation Program and Preliminary Resolution Declaring Intent to Levy Special Assessments Under Municipal Police Power Pursuant to Sect. 66.0703, Stats. per the Director of Public Works' memorandum dated May 7, 2020.
- k. Approve the proposal of WSO Grading & Excavating, LLC. In the amount of \$11,080 for the placement of 163 feet of storm sewer pipe and ditch regrading on Goodrich Lane and authorize the Village Manager to sign the proposal per the Director of Public Works' memorandum dated May 7, 2020.
- l. Approve the proposal of WSO Grading & Excavating, LLC. In the amount of \$11,849 for the replacement of two deteriorated storm drains and associated storm sewer piping and road patching in the 7100 block of North Beach Drive and authorize the Village Manager to sign the proposal per the Director of Public Works' memorandum dated May 7, 2020.
- m. Approve the proposal of WSO Grading & Excavating, LLC. In the amount of \$19,720 for the placement of 423 feet of storm sewer pipe and ditch regrading on Santa Monica Boulevard north of Calumet Road and authorize the Village Manager to sign the proposal per the Director of Public Works' memorandum dated May 7, 2020.
- n. Accept the quote of WSO Grading & Excavating, LLC in the amount of \$65,100 for the placement of additional temporary protective structures along the shoreline from 8000 North Beach Drive north to 8040 North Beach Drive pursuant to Resolution No. 2019-22B and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated May 7, 2020.
- o. *******Approve President Frazer's appointments to various Boards, Committees, and Commissions.******
- p. Approve payment of the bills in the amount of \$665,005.02 for the period April 1, 2020 through April 30, 2020 per the report submitted by the Village Manager.

President Frazer stated that certain Board members requested removal of consent agenda items 2f, 2l, and 2n.

Motion made by President Frazer, seconded by Trustee Ollman, and carried unanimously by roll call vote, the Village Board approved the consent agenda, as modified, with discussion of items 2f, 2l and 2n to be considered later in the meeting.

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3. Unfinished Business

a. Comprehensive Plan Special Committee Report

Assistant Village Manager Michael Pedersen gave an overview of the status of the Comprehensive Plan. On May 4, 2020, he provided the committee members with the additional four elements remaining to be incorporated within the plan. Comments for those elements are due to him by May 22, 2020. Those comments will be considered to create a second draft of the plan, which will then be taken to a second public workshop for public comment. After all comments are incorporated and a new draft created, the plan will be sent to the Plan Commission.

Hearing no comments or questions from the Board members, Pedersen concluded the report.

b. Artwork Donation and Outdoor Exhibition

Trustee Symchych stated her concern with this agenda item. She prefers the public be allowed to speak to this matter in person. This will be a policy decision and the public should have the right to be heard.

Motion made by Trustee Symchych, seconded by Trustee Fonstad to postpone this matter until the public could participate in person so their comments could be heard.

Discussion ensued. President Frazer stated that the Board has considered this matter previously and directed Staff to prepare a written agreement taking into consideration such things as engineering, placement of the sculpture, the site to be chosen, etc., which has been done. People can still come to the meeting in person and can participate by Zoom or phone call. He felt they had sufficient opportunity to speak to the matter. Trustee Symchych again stated the public is not able to weigh in and she does not see the difference in accepting it now or next year. Trustee Ollman stated the matter will still have to go to Plan Commission & the Building Board, with a public hearing scheduled at a later Village Board meeting.

Village Attorney Eric Larson stated that every new item subject to the F District zoning classification must go through this process.

Trustee Fonstad questioned the artist's responsibility as to insurance. President Frazer stated that insurance is covered under the agreement. Attorney Larson stated specifically, Sec. 6.1 addresses insurance.

Trustee Sumner stated the matter should be sent on to the other committees, and the public could speak at the public hearing. Trustee Symchych stated if it is sent on there is an implied understanding about the matter, but she is not sure the Village Board wants this.

The pending motion was called by President Frazer with a roll call vote to postpone this matter until the public could be heard in person: Trustee Tirado, no, Trustee Kravit, no,

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Trust Ollman, no, President Frazer, no, Trustee Symchych, yes, Trustee Sumner, no, Trustee Fonstad, yes. Motion failed.

President Frazer then introduced the artist, Richard Edelman. Mr. Edelman stated that on May 1, 2020 several Village representatives (President Frazer, Assistant Village Manager Pedersen and Director of Public Works Brandmeier) visited the subject sculpture, *Little Dancer, Aged Fourteen*, at its current site in the Third Ward and spoke to him from the site. He stated he came to Fox Point at the age of 10 and has lived here since then. He spoke to his many projects, some of which are in Poland and Israel. He has been recognized for several of his sculptures. He loves Fox Point, his studio is here; moreover, his ideas are conceived and made here, sometimes with the help of others for larger projects. He is currently working on projects for the Froedtert Brain Center and a memorial piece for the new theatre property in Egg Harbor. The subject piece (*Little Dancer, Aged Fourteen*) has been installed for 10 years in the park in the Third Ward. That park is being repurposed for children and the sculpture will need to be relocated. The timing is such that he would like to move it out of the Third Ward and into Fox Point with one transfer.

Director of Public Works Scott Brandmeier spoke to the construction of the sculpture, stating it is secured with three large slates of lannon stone, approx. 9" thick, with the leg attached with 5/8" anchor bolts and seemed sound. Engineering studies would not be needed, as the epoxy in the lannon stone is sufficient, there is no corrosion. The gaps between the large lannon stone pieces are filled with smaller lannon stone pieces. No concrete would be needed for the structure.

Trustee Tirado asked where this sculpture would be placed. Mr. Edelman stated there that in his view there are two appropriate green spaces on Lake Drive, one at Bradley and one at Bell. Both areas can be approached by foot or bicycles, there is north/south auto traffic, and a good viewing perspective from all modes. The sculpture is 16' tall and would look nice in a park like area. Edelman stated he had considered other village spaces along Santa Monica Blvd. and at Longacre but he thought the sculpture's size and scale were too big for those sites.

Motion made by President Frazer, seconded by Trustee Tirado, and carried by roll call vote (Trustee Kravit, yes, Trustee Ollman, yes, President Frazer, yes, Trustee Symchych, no, Trustee Sumner, yes, Trustee Fonstad, yes, Trustee Tirado, yes), to refer the Artwork Loan and Exhibition Agreement concerning the artwork entitled "Little Dancer, Aged Fourteen" offered for donation to the Village by the artist, Richard Edelman, and refer same to the Plan Commission and Building Board to consider zoning requirements under Section 745-20 B.(2) of the Village Code and Wis. Stats. Section 62.23(5) and make a recommendation back to the Village Board.

President Frazer thanked Mr. Edelman for his presentation, who in turn offered to answer any concerns and provide additional information to anyone regarding this matter.

President Frazer then took up the Consent Agenda items removed for further discussion.

- c. Item 2f was discussed, which was to Approve the State Municipal Agreement for the Multimodal Local Supplement program funding for Santa Monica Boulevard and authorize the Village President to sign the agreement per the Director of Public Works' memorandum dated May 7, 2020.

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Mr. Brandmeier gave background as to the grant application made last year concerning the funding of a walking trail, either at Stormonth School from School Road to Cardinal Stritch entrance at the south end, or on Santa Monica Blvd. Both projects had letters of support. This agreement is required to execute a formal agreement prior to the funds being distributed. Regardless of this grant, the Village had budgeted for the work and will propose the same for the budget next year, as the project will need to be postponed given the timing.

Motion made by President Frazer, seconded by Trustee Kravit, and carried by roll call vote (Trustee Kravit, yes, Trustee Ollman, yes, President Frazer, yes, Trustee Symchych, yes, Trustee Sumner, yes, Trustee Tirado, yes, Trustee Fonstad, yes), the Village Board approved the State Municipal Agreement for the Multimodal Local Supplement program funding for Santa Monica Boulevard and authorize the Village President to sign the agreement per the Director of Public Works' memorandum dated May 7, 2020.

The Village Manager asked that item 4a. be discussed out of order, as Mr. Justin Fisher of Baird was present for that item, and the remaining consent agenda items would require more time. Hearing no objection, by unanimous consent item 4 a. was discussed.

4. New Business

a. Initial Resolution regarding \$2,505,000 Village of Fox Point General Obligation Promissory Notes, Series 2020.

Mr. Justin Fisher of Baird was present. Village Manager Scott Botcher referenced the annual borrowing reflected on page 97 of the packet and explained the sale of bonds. The Village is conservative with the rates. A balloon payment of \$160,000 is due next year, which he suggested be included in this borrowing until next year, and the lock in will be at a favorable rate. Mr. Fisher stated that municipalities have seen some volatility recently. Generally, sales tax would affect the Village revenue, but the Village is not implementing that. He sees no issue in entering the bond market at this time.

Motion made by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (Trustee Kravit, yes, Trustee Ollman, yes, President Frazer, yes, Trustee Symchych, yes, Trustee Sumner, yes, Trustee Tirado, yes, Trustee Fonstad, yes), to approve the initial Resolution regarding \$2,505,000 Village of Fox Point General Obligation Promissory Notes, Series 2020, as presented beginning at page 89 of the Agenda Packet.

President Frazer thanked Mr. Fisher. He then turned to Consent Agenda items 2l and 2n.

Item 2l: Approve the proposal of WSO Grading & Excavating, LLC in the amount of \$11,849 for the replacement of two deteriorated storm drains and associated storm sewer piping and road patching in the 7100 block of North Beach Drive and authorize the Village Manager to sign the proposal per the Director of Public Works' memorandum dated May 7, 2020.

President Frazer asked Trustee Fonstad to speak to this matter, who gave some background relating to the Beach Dr. area. A block down from the south end of Beach Drive., there exists three houses served by this road. Work is needed, as the drains are completely plugged in this area. This is a section of road the Village maintains and is easy to miss. There was a road at one point up the bluff to Green Tree Road, and later a foot path from Beach Drive up to Green

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Tree Road. (Currently on the north end of Beach Drive is a foot path (originally a road) up the bluff to Fox Lane. This is similar to the old road up the bluff from Beach Drive to Green Tree Road which later became a footpath.) Trustee Ollman asked for clarification as to this being a public road because a sign exists stating "private driveways, turn around here". Staff clarified that it is a public road.

Motion made by President Frazer, seconded by Trustee Kravit, and carried by roll call vote (Trustee Kravit, yes, Trustee Ollman, yes, President Frazer, yes, Trustee Symchych, yes, Trustee Sumner, yes, Trustee Tirado, yes, Trustee Fonstad, yes), to approve the proposal of WSO Grading & Excavating, LLC in the amount of \$11,849 for the replacement of two deteriorated storm drains and associated storm sewer piping and road patching in the 7100 block of North Beach Drive and authorize the Village Manager to sign the proposal per the Director of Public Works' memorandum dated May 7, 2020.

Item 2n: Accept the quote of WSO Grading & Excavating, LLC in the amount of \$65,100 for the placement of additional temporary protective structures along the shoreline from 8000 North Beach Drive north to 8040 North Beach Drive pursuant to Resolution No. 2019-22B and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated May 7, 2020.

Mr. Brandmeier then provided the history of this matter. He referenced Fig. 1 in the agenda item, stating that the Village Board had approved an emergency resolution for work done along North Beach Dr. from the Mary Nohl property to 7540 N Beach Dr.

An erosion survey was commenced in October 2019. Figures 1-5 reflected the same. The Village continued to gather survey data. A storm event occurred from January 10-12, 2020, causing what was later declared a disaster for Milwaukee, Racine and Kenosha. President Trump approved the declaration of the Wisconsin Emergency Management and FEMA on 3/19/2020. Concrete blocks were placed along the shoreline in December 2019. The Village installed additional blocks from Beach Ct. to the south. Then the blocks were double stacked from there to the north. Stone revetment was done in concert with the installation of blocks.

This agenda item refers to the properties from 8000 to 8040 Beach Dr. Trustee. Ollman stated the property is identified as 8046 but should be 8040 N Beach Dr.

The structures that the village has installed are temporary protective structures. He referenced Fig. 7, which shows survey work was done on or about October 10, 2019 concerning the private property between Beach Drive and the lake. Additional surveying is reflected in Fig. 8, with the two black lines representing the Village right-of-way. By way of background: The Village had believed it held a fee interest in the properties between the road and the lake. In 1986, there were record high lake levels. In 1993-1995, property owners Nicolet, Costello, and a third property owner took the real property title question to court, and in 1995 the Wisconsin Court of Appeals determined the Village was granted an easement, not a fee interest in the subject properties. But the easement allows the Village to go on the properties and engage in activities to protect the road (Beach Drive) and related infrastructure.

The Federal Emergency Management Agency (FEMA) recently indicated the Village could be reimbursed for the expenses, but would have to act now. The deadline is July 4, 2020 to firm up the total costs and possibly get recovery.

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Fig. 8 reflects a yellow line, which is a May 4, 2020 survey. Between February and May 4, the shoreline has been reduced by 2', and is now encroaching on the black line. The concern is for loss of the road, and the sanitary sewer main beneath the road. A lot of land has been lost since 2018.

Trustee Ollman asked if the Village is doing work on private property. Mr. Brandmeier replied approximately one-half to two-thirds of the work is on private property from the south end 150' to the north end and is similar to the work done on Santa Monica. Trustee Ollman stated concern in connection with the work that benefited the private property owners who own the real property east of Beach Dr. Mr. Brandmeier stated that 2 of the 3 property owners have requested the Village do the work to protect the infrastructure.

Attorney Larson, echoing Mr. Brandmeier, clarified that the court stated an easement was conveyed, not ownership, from the east side of the roadway to the low water mark of the lake.

Trustee Ollman argued the Village has an easement, they don't own it, so like with water laterals, why are the property owners along this road not required to sign off on documents, and perhaps be assessed for the costs involved? Discussion ensued. Attorney Larson stated the Village has the right to use the easement, but must stay within the boundaries of the easement. Trustee Ollman suggested that if the easement goes out only 50' from the center of the road the Village might be in violation. Attorney Larson clarified the easement goes all the way to the low water mark of Lake Michigan.

Trustee Symchych stated that it is anticipated the lake level will rise 5-6" by August. Trustee Fonstad agrees it makes sense to do this work, as the shoreline is eroding and endangering the road. Trustee Sumner stated a resident contacted her concerning using tax dollars to repair essentially private property, and they believe the property owners should do the repairs, not the Village.

President Frazer suggested that the question might be a matter of policy: should the Board expect a contribution of funds from the property owners by way of a special assessment. Attorney Larson stated that the village might determine it was doing the work not to protect private property but to protect the Village infrastructure. President Frazer clarified: if the intent is to protect Village infrastructure but the work also benefits a private property owner, can a special assessment can be considered. Attorney Larson stated yes.

Trustee Tirado stated the road is washing out. The map reflecting the south end of Beach Dr. when the revetments were put in, slowed the erosion, but did not stop it. There has been more erosion since then. This may become a more expansive and expensive project. Mr. Brandmeier stated that currently, the amount requested would be covered 75% by FEMA, 12.5% by the State, and 12.5% by the Village, resulting in approx. \$54,000 of the \$60,000. Trustee Tirado is in favor as long as there is reimbursement. There needs to be a long-term fix to the problem.

Mr. Brandmeier stated there is a second grant application framed as coastal resiliency in the amount of \$2.5m, which includes other professional services, to blend in temporary structures, bury in boulders, to provide a gravel layer of 30'-50' to nourish the beach, provide a better habitat and break the waves further out into the lake through a revetment system. The benefit cost analysis is rated a 47. FEMA would look favorably upon this.

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MAY 12, 2020**

Trustee Kravit stated the Village portion of this line item is approximately \$6-7,000. He is in favor of the private property owners paying, however, the cost is relatively minor and the work should be done. He moved to approve item 2n. President Frazer stated the motion was premature and suggested that first the Board take up ending debate.

Trustee Ollman stated he received an email about concern to use public money on private property. He asked the Attorney to provide a clear answer as to scope of the right of way. President Frazer stated the attorney already stated the Village had a property interest since 1904 and then it was classified by the court as an easement, not fee simple. Attorney Larson stated that is correct, the Village has the right to use the easement to protect the Village infrastructure.

Trustee Ollman again stated his concern about the north end of Beach Dr. Trustee Symchych suggested the question was answered. Trustee Ollman wanted to know how people were notified. Mr. Brandmeier stated 2 of the 3 property owners are in favor of the work being done. It is a policy issue to determine if the property owners are to be charged back.

Discussion ensued as to the lift station to the south. Mr. Brandmeier stated Miller Eng. provided a draft report stating that with the erosion happening, the Village put in additional reventments. No costs were discussed. Trustee Fonstad stated the sole purpose was to protect the roadway, which was needed. Fig. 2 shows the outline of the block, which was intended to be a temporary fix.

Mr. Brandmeier stated the risk is greater if we don't act now. The lake has been at record high levels for 4 months. The Village could lose the road, the sanitary sewer system, and those residents could lose access to their homes. He agrees this raises policy issues, but the Village does have a valid easement and the opportunity to protect the public right of way.

Trustee Ollman stated that on page 56 of the agenda packet, a comment is made about a disaster declaration. What was that declaration and when was it approved. Mr. Brandmeier stated the declaration can be found at <https://www.whitehouse.gov/>

Trustee Ollman asked if Brandmeier had asked the owners to sign paperwork similar as that done for laterals. Attorney Larson again stated the Village has an easement to enter the property, so no such paperwork is needed.

Motion made by Trustee Fonstad, seconded by President Frazer, and carried by roll call vote (Trustee Kravit, yes, Trustee Ollman, no, President Frazer, yes, Trustee Symchych, yes, Trustee Sumner, yes, Trustee Tirado, yes, Trustee Fonstad, yes), to end debate of Item 2n, as specified in order to call the question.

Motion by Trustee Fonstad, seconded by President Frazer, and carried by roll call vote (Trustee Fonstad, yes, Trustee Sumner, yes, Trustee Symchych, yes, Trustee Tirado, yes, President Frazer, yes, Trustee Ollman, no, Trustee Kravit, yes) to approve the proposal of WSO Grading & Excavating, LLC. In the amount of \$11,849 for the replacement of two deteriorated storm drains and associated storm sewer piping and road patching in the 7100 block of North Beach Drive and authorize the Village Manager to sign the proposal per the Director of Public Works' memorandum dated May 7, 2020.

**VILLAGE OF FOX POINT
VILLAGE BOARD MINUTES
MAY 12, 2020**

5. Closed Session

Pursuant to Wisconsin 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: and pursuant to Wisconsin Statutes Section 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Specifically, to review and discuss the impacts on the Village of Fox Point of a certified survey map recorded in the City of Glendale for property located at 6300 North Port Washington Road that is being developed for Landmark Credit Union, including an existing Village easement for a 16 inch water main and rights granted for such water main, and available legal options. Participating in the closed session will be the Village Board, Village Manager, Village Director of Public Works, Village Clerk, and Village Attorney.

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (Trustee Kravit, yes, Trustee Ollman, yes, President Frazer, yes, Trustee Symchych, yes, Trustee Sumner, yes, Trustee Tirado, yes, and Trustee Fonstad, yes), to move into Closed Session to deliberate per Wis. Stats. Section 19.85(1)(e), as described, at 9:10 p.m.

Reconvene into Open Session

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (Trustee Kravit, yes, Trustee Ollman, yes, President Frazer, yes, Trustee Symchych, yes, Trustee Sumner, yes, Trustee Tirado, yes, and Trustee Fonstad, yes), to reconvene into open session at 9:35 p.m.

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (Trustee Kravit, yes, Trustee Ollman, yes, President Frazer, yes, Trustee Symchych, yes, Trustee Sumner, yes, Trustee Tirado, yes, and Trustee Fonstad, yes) to authorize the Village Manager to take such action as deemed necessary up to and including the taking of an appeal.

6. Future Agenda Items

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

Trustee Kravit asked that there be more discussion on restoring the footpath on the southern end of Beach Dr. up to Green Tree Road as it would be an exceptional addition to Fox Point. All Board members were in favor.

Trustee Sumner requested a discussion and action item be added regarding mailing an absentee voting application to all village residents before elections. All Board members were in favor.

**VILLAGE OF FOX POINT
VILLAGE BOARD MINUTES
MAY 12, 2020**

7. Announcements

Village President Frazer stated that on May 8, 2020 the Ken Leindecker "hobby farm" property had been sold and the village netted \$67,790.80. Also, Leindecker's pickup truck was sold. We are near the close of the estate.

Trustee Fonstad - none

Trustee Symchych - none

Trustee Sumner - none

Trustee Tirado - none

Trustee Kravit - none

Trustee Ollman - none

Village Manager Scott Botcher - none

9. Adjourn

Motion made by Trustee Symchych, seconded by Trustee Fonstad, and carried by roll call vote (Trustee Kravit, yes, Trustee Ollman, yes, President Frazer, yes, Trustee Symchych, yes, Trustee Sumner, yes, Trustee Tirado, yes, and Trustee Fonstad, yes), to adjourn the meeting at 9:44 p.m.

Respectfully submitted,

*Jeanne O'Brien
Deputy Clerk/Treasurer
Village of Fox Point*



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

TO: Village Board

FROM: Kelly A. Meyer, *CMC/WCMC*, Village Clerk/Treasurer *[Signature]*

THROUGH: Scott Botcher, Village Manager *SAB*

DATE: June 1, 2020

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

Background and Overview

Attached is a list of the 2020-2021 liquor license renewal applications for "Class A", retail fermented malt beverage and intoxicating liquor licenses and "Class B", fermented malt beverage and intoxicating liquor licenses as published in the North Shore Now on Wednesday, May 27, 2020.

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

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

Section 125.86 of the Village Code states that no initial or renewal alcohol beverage license shall be granted to any person or premises for which taxes, assessments, utility bills or other claims of the Village are delinquent and unpaid. As of June 1, 2020, all outstanding financial obligations to the Village of Fox Point have been satisfied by the establishments applying for "Class A" or "Class B" liquor license renewals for the period commencing on July 1, 2020 and expiring on June 30, 2021.

Recommendation

Staff recommends the Village Board take the following actions:

1. Grant approval for the issuance of the renewal of a "Class A" retail fermented malt beverage and intoxicating liquor license to the following establishments:

- a. Wisconsin CVS Pharmacy, L.L.C., 1 CVS Drive M/C 1160 Woonsocket, RI 02895, d/b/a, CVS Pharmacy #8770, **New Agent: Andrew Karas.** Premise to be licensed, as described and located at: 8661 N Port Washington Road, Fox Point, WI 53217., subject to the satisfaction of all outstanding financial obligations to the Village of Fox Point.
 - b. Walgreen Co., P.O. Box 901, Deerfield, IL 60015, d/b/a, Walgreens #03125, Agent: Tammy Kachelmeier Premise to be licensed, as described and located at: 8615 N Port Washington Road, Fox Point, WI 53217, subject to the satisfaction of all outstanding financial obligations to the Village of Fox Point.
2. Grant the approval for the issuance of the renewal "Class B" fermented malt beverage and intoxicating liquor licenses to the following establishments:
- a. Jose's of Fox Point, Inc., 7613 W State Street, Wauwatosa, WI 53213, d/b/a, Jose's Blue Sombrero, Agent: George N Flees. Premise to be licensed, as described and located at: 8617 N Port Washington Road, Fox Point, WI 53217, subject to the satisfaction of all outstanding financial obligations to the Village of Fox Point and submission of a seller's permit.
 - b. Ginza II Fox Point, Inc. 2140 N 114th St, Wauwatosa, WI 53226-2216, d/b/a, Ginza Sushi, Agent: Fang P. Xiao. Premise to be licensed, as described and located at: 333 W Brown Deer Road, Fox Point, WI 53217, subject to the satisfaction of all outstanding financial obligations to the Village of Fox Point.
 - c. Fazzari Hospitality Group, LLC, 8001 N Port Washington Road, Fox Point, WI 53217 d/b/a, Calderone Club, Agent: Carmelo Fazzari. Premise to be licensed as described and located at: 8001 N Port Washington Road., subject to the satisfaction of all outstanding financial obligations to the Village of Fox Point.
 - d. The Town Club, 7950 N Santa Monica Blvd., Fox Point, WI 53217 d/b/a, The Town Club, Agent: Patrick McDonald. Premise to be licensed as described and located at: 7950 N Santa Monica Blvd., subject to the satisfaction of all outstanding financial obligations to the Village of Fox Point.

**VILLAGE OF FOX POINT
OFFICIAL NOTICE
2020 ALCOHOL BEVERAGE LICENSES**

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

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

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

Wisconsin CVS Pharmacy, LLC, d/b/a, CVS Pharmacy #8770, One CVS Drive, M/C 1160, Woonsocket, RI 02895, **Andrew Karas, New Agent**, premises to be licensed: 8661 N Port Washington Road, Fox Point, WI 53217.

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

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

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

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

Ginza II Fox Point Inc, d/b/a, Ginza Sushi, 2140 N 114th Street, Wauwatosa, WI 53226-2216, Fang Ping Xiao, Agent, premises to be licensed: 333 W Brown Deer Road, Fox Point, WI 53217.



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, Clerk Treasurer 

THROUGH: Scott Botcher, Village Manager 

DATE: May 27, 2020

RE: **2019-2020 Cigarette/Tobacco Product License Renewals**

Background and Overview

Below is the 2020-20201 Cigarette/Tobacco Product license renewal application for the period commencing on July 1, 2020 and expiring on June 30, 2021 for the following entity:

WALGREEN CO., D/B/A, WALGREENS #03125

Tammy Marie Kachelmeier – agent (Corporation)

8615 North Port Washington Road

Fox Point, WI 53217

OTC (Over-the-Counter) Cigarette/Tobacco Product Retail License

Recommendation

Staff recommends the Village Board take the following actions:

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



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: June 2, 2020

Re: Recommendation for Approval of Change Order for Miller Engineers

Staff has continued to work with Miller Engineers and Scientists on the protection of the shoreline along North Beach Drive. In discussing the portion of the shoreline along the northern section of Beach Drive, Miller noted that additional topographic survey is needed in order to properly place the temporary protective structures. The change order also includes the preparation of the WDNR waterway and wetland self-certification application.

After evaluating their change order and in light that the costs to be invoiced to the Village will be on a time and materials basis, I am of the opinion that the fees are appropriate. Therefore, it is my recommendation that the Village Board approve the change order of Miller Engineers & Scientists in an amount not to exceed \$6,200 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.



An Employee-Owned Company

LETTER OF TRANSMITTAL

May 28, 2020

20491-001

Mr. Scott Brandmeier, P.E.
Village of Fox Point
7200 North Santa Monica Boulevard
Fox Point, WI 53217

Subject: **Contract Amendment for Temporary Shoreline Erosion Protection Design & Permit
8005 to 8035 N Beach Drive in Fox Point, Wisconsin**

Mr. Brandmeier:

Our original *Work Order Agreement* and estimated fees sent on November 5, 2019 had been based upon providing an emergency protection design and schematic long-term design alternatives for the 7535 to 7405 stretch of N Beach Drive in the Village of Fox Point. Since then, an additional northern segment (8005 to 8035 N Beach Drive) of municipally owned shoreline and road has experienced significant erosion. As of early May, erosion had extended to within 8' to 9' west of the road and thus the Village of Fox Point would like to protect it. While a similar design can be used along this northern stretch of shoreline, a topographic and bathymetric survey should be performed across this stretch so as to appropriately position the temporary erosion protection.

The accompanying *Contract Amendment* covers preparation of a temporary protection design for the 8005 to 8035 N Beach Drive stretch of road as well as preparation and submittal upon your behalf of the WDNR waterway and wetland self-certification application. Please indicate your acceptance of this *Contract Amendment No. 1* by endorsing one of the enclosed duplicate originals and returning it to us.

Signed: _____


Emily Blum, EIT

If enclosures are not as noted, please notify us immediately.

I:\DATA\20400\20491 - Village of Fox Point Lakeshore\001 - Sanitary Line Erosion\Contracts\Contract Amendment_5-28-20.DOC

Contract Amendment No. 1

Project: Sanitary Line Protection
N Beach Drive, Fox Point

Date: May 28, 2020

Client: Village of Fox Point

Project No.: 20491

Project Manager: Emily Blum

Phase No.: 001

Reason for Amendment:

The original *Work Order Agreement* provided shoreline erosion protection services for the stretch of municipally owned shoreline and road from 7535 to 7405 N Beach Drive. Continued high Lake Michigan water levels have resulted in continued erosion along a northern segment of road (8005 to 8035 N Beach Drive) that had not been protected. This contract amendment consists of providing a topographic and bathymetric survey from 8005 to 8035 N Beach Drive and provide a temporary emergency protection design for that stretch of shoreline.

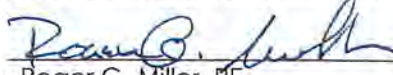
The scope of services described in this *Contract Amendment No. 1* will be provided according to the terms and conditions specified in our *Agreement* dated November 5, 2020.

Previously Authorized Fee: \$26,000 **Basis:** Time and Expense

Estimated Additional Fee: \$6,200 **Basis:** Time and Expense

J. ROGER MILLER & ASSOCIATES, INC.
d/b/a MILLER ENGINEERS & SCIENTISTS

VILLAGE OF FOX POINT

By: 
Roger G. Miller, PE

By: _____

Title: President

Title: _____

Date: May 28, 2020

Date: _____

Keep one copy for your records. Return one signed for our records.

I:\DATA\20400\20491 - VILLAGE OF FOX POINT LAKESHORE\001 - SANITARY LINE EROSION\CONTRACTS\CONTRACT AMENDMENT_5-26-20.DOC

Professional Services Fee Schedule

<u>Classification</u>	<u>Rate</u>
Expert Witness.....	\$200.00
Principal Engineer or Scientist	\$170.00
Project Engineer or Scientist.....	\$135.00
Project Manager.....	\$125.00
Staff Engineer or Scientist	\$115.00
Junior Engineer or Scientist.....	\$100.00
Senior Technician.....	\$100.00
Project Coordination	\$85.00
Junior Technician.....	\$75.00

The above rates apply to all travel time, consultation, coordination, and report preparation time.

Mileage, Equipment Rental, and Expendables will be billed at scheduled reimbursable rates, available upon request.

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

If Client requires our employees to be on site on a Saturday, Sunday, Holiday, after 5:00 P.M., or before 7:00 A.M., we reserve the right to charge an overtime premium for those hours.

We reserve the right to update this fee schedule at the beginning of each calendar year.

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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

From: John T. Gall, Village Forester

Through: Scott A. Botcher, Village Manager

CC: Scott Brandmeier, Village Engineer/DPW Director

DATE: May 28, 2020

- I request that you award the 2020 Dutch Elm Disease Tree Removal Contract to **Bark River Tree and Landscape, Inc.** S21 W35990 Parry Rd, Dousman, WI 53188. Their bid amount was \$57.00 per inch diameter (DBH). The unit price in 2019 was \$53.00 per inch diameter (DBH). There were no other qualified bidders for this project. Bark River has the knowledge, expertise and equipment necessary to perform the proposed work in a satisfactory manner. They were previously our contractor for the Dutch Elm Disease Tree Removal in 2016, 2018 and 2019.
- Based on an estimated size of 25" per elm tree removed, the unit price of \$57.00 will allow us to remove approximately (14) diseased elms this summer. The amount budgeted in Capital Projects Fund #91600-851 (Diseased Elm Tree Removal) for this purpose is \$20,000.
- I recommend the Village Board authorize the Village President and Village Clerk to sign a contract not to exceed \$20,000.00 on behalf of the Village.

*DBH=Diameter Breast Height or diameter at 4 ½ feet above ground level.

File:DEDcontractAward19

CONTRACT

This Contract is made this 11th day of June 2020, by and between

Bark River Tree and Landscape, Inc. (Contractor) herein called

the "Contractor", and the Village of Fox Point, a municipal corporation located in the County of Milwaukee, Wisconsin, herein called "Fox Point".

WITNESSETH: That the Contractor and Fox Point for the consideration stated herein, agrees as follows:

SCOPE OF WORK:

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, equipment, necessary tools, expendable equipment, insurance provided by the Specifications, contributions to Social Security and all utility and transportation services required to perform and complete in a workmanlike manner the following work, as itemized in detail in the Bid Instructions, in connection with the removal of Diseased Dutch Elm trees, all in strict accordance with the Specifications and in strict compliance with the Contractor's Bid and other Contract Documents, herein mentioned as component parts of this Contract. The Contractor shall do everything required by this Contract and other documents constituting a part thereof and in the manner specified therein.

CONTRACT PRICE:

Fox Point shall pay to the Contractor for the performance of this Contract, subject to any deductions or additions provided therein, in current funds, the following Contract Price:

Fifty seven dollars and no cents per inch diameter (DBH) (\$57.00), provided
Price in words
the total amount shall not exceed \$20,000.

Fox Point, in case the work under this Contract is not completed within the time required, or within an extended time approved in writing by Fox Point, is authorized to take charge of the work and finish it at the expense of the Contractor and to apply the amount retained from estimates to the completion work.

CONTRACT DOCUMENTS:

This Contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or if not attached, as if the same were hereto attached:

1. Request for Bid
2. Bid Instructions
3. Contractor Qualifications
4. Contract
5. Specifications
6. Certificate of Insurance
7. Plans (if any)
8. Addenda (if any)

The Contract Documents form a complete unit and requirements called for by one are as binding as if called for by all. In case of conflict between Plans and Specifications, the Specifications shall govern. Special Specifications shall control over general Specifications.

PAYMENT FOR LABOR AND MATERIAL:

The contractor specifically agrees to pay for all claims for labor performed and materials furnished, used or consumed in completing the foregoing Contract, together with all items enumerated in Section 779.14, Wisconsin Statutes, as the obligation of the Contractor. The Village may make payment directly to subcontractors or to the prime contractor and subcontractor jointly, as may be required by Wisconsin Statutes Section 779.14 (1)(d)(1)(a).

IN WITNESS WHEREOF:

The parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first written above.

CONTRACTOR: _____ (FIRM NAME)

By _____

Title _____

Countersigned By _____

Title _____

VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN

Owner

By _____ (President)

Countersigned By _____ (Village Clerk)

SEAL:



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SAB*
Date: June 2, 2020
Re: Recommendation for Acceptance of Change Order No. 1 for Storm Water Improvement Project - Barnett

Kapur & Associates has been evaluating the ravine area in the 6880 block of North Barnett Lane since late last summer and, as the design phase progressed, additional services were incurred which were not originally anticipated. Among them are the following:

- Additional permitting and mapping due to the discovery of wetlands in a portion of the ravine. Once the wetlands were determined to exist, the anticipated approach to the project needed to be re-evaluated and modified.
- Perform additional hydraulic modeling to identify appropriately sized energy dissipaters along the shore and identify different dissipating devices that would be appropriate in this application.
- Additional planning and coordination with geotechnical engineers. Their advice and guidance was sought on this project but it is important to note that none of the none of them (at least three) wanted to get involved with the project as there were concerns, though not shared explicitly, regarding liability given the proximity of the project to residential homes.

I have reviewed the change order submitted by Kapur in the amount of \$11,939 for the additional work to be performed. The detailed hours and fees submitted by Kapur are reasonable given the complexity of the project and the additional work performed.

Therefore, it is my recommendation that the Village Board approve the change order with Kapur & Associates in an amount not to exceed \$11,939 and authorize the Village President and Village Clerk/Treasurer to sign the change order on behalf of the Village.



7711 N. Port Washington Road
Milwaukee, WI 53217
T: 414.751.7200 • F: 414.354.4117

Contract Change Order No. 1
Barnett Lane Bio-Retention and Storm Water Improvement Project
Between Village of Fox Point and Kapur
May 13, 2020

The Contract document made and entered into by and between the Village of Fox Point and Kapur, signed by the Village on August 14, 2019, is hereby amended as set forth as follows, which is annexed and made a part of the original contract.

A. The scope of work includes additional field and office time for collection of data and design work as follows:

- Additional survey and mapping for the area between the existing outlet structure to the Lake
- Emergency permitting and coordination
- Additional hydraulic modeling, energy dissipating research and calculations, investigate/develop options for outfall
- Design of alternative energy dissipating devices
- Additional planning/coordination and design of directional drilling storm sewer
- Additional specifications

Our fees for the additional engineering services is \$11,939.00 and detailed in the attached Fee Schedule.

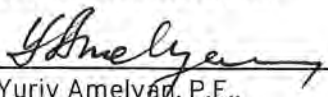
B. Contract Amount

The following is a summary of the revised contract amount:

Original Contract Amount.....	\$12,982.00
Additional Fees (Contract Change Order No. 1).....	\$11,939.00
Revised Contract Amount.....	\$24,921.00

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

For Kapur & Associates, Inc.,

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

Date: 5-13-2020

For the Village of Fox Point,

By: _____
Douglas H. Frazer
Village President

Date: _____

By: _____
Kelly Meyer
Village Clerk/Treasurer

Date: _____



**Barnett Lane Bio-Retention and Storm Water Improvement Project - CCO #1
Fox Point, WI**

DESIGN SERVICES									
TASK	Project Manager	Project Engineer	Environmental Scientist	Staff Engineer	CAD Technician	Project Surveyor RLS	One Man Survey Crew	Total Task Hours	Total Task Cost
	\$155.00	\$109.00	\$104.00	\$88.00	\$75.00	\$103.00	\$105.00		
Additional Survey					5	2	16	23	\$2,261.00
Permitting			24		2			26	\$2,646.00
Additional Hydraulic Modeling		4		8				12	\$1,140.00
Research Outfall Energy Dissipation	2	2		8				12	\$1,232.00
Investigate/Develop Options for Outfall	8	12		8				28	\$3,252.00
Additional Specs	4	4		4				12	\$1,408.00
TOTAL:	14	22	24	28	7	2	16	113	\$ 11,939.00



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager *SB*
Date: June 2, 2020
Re: Recommendation for Acceptance of Proposal for Evaluation of 12-inch Water Main along Lake Drive

In August 2019, the Village hired Short Elliott Hendrickson to perform an evaluation of 12-inch water main along Santa Monica Boulevard, Acacia Road, and Yates Road. During their analysis, they were able to determine that roughly half the existing water main was in a good enough condition that it did not need to be replaced. Given the significant cost savings (approximately \$400,000) realized in not having to replace the water main, I requested they submit another proposal to the Village to address the 12-inch water main along Lake Drive.

SEH has submitted a proposal in an amount not to exceed \$95,188 to perform an analysis similar to that which was performed in 2019. Last year's project evaluated roughly 5,000 feet of main and the cost was about \$50,000; this year's proposal is for approximately 2.3 miles of main along Lake Drive. As with last year's project, the goal of the project is reduce the length of water main needing replacement, thereby reducing the construction costs associated with the project.

Staff has reviewed the proposal from SEH and has determined that the proposal is reasonable. Therefore, it is my recommendation that the Village Board accept the proposal of SEH in an amount not to exceed \$95,188 for the evaluation of approximately 2.3 miles of 12-inch water main and that the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village. Funding is available in the water utility fund.

Agreement for Professional Services

This Agreement is effective as of May 12, 2020, between Village of Fox Point (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Lake Drive 12-inch Water Main Pipe Risk Calculation.

Client's Authorized Representative: Scott Brandmeier, PE

Address: 7200 Santa Monica Boulevard

Fox Point, Wisconsin 53217

Telephone: 414.351.8900

email: sbrandmeier@villageoffoxpoint.com

Project Manager: Paul J. Pasko III, PE (IL, MN)

Address: 10901 Red Circle Drive Suite 300

Minnetonka, MN 55343

Telephone: 952.912.2611

email: ppasko@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits A - D attached to this Agreement.

See attached Exhibits A, C, and D.

Schedule: See attached Exhibit A

Payment: The total not to exceed fee for this work is \$95,188. This amount includes our expenses; including our subcontractor Echologics fee of \$58,562.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
Exhibit B – Public Records.

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Short Elliott Hendrickson Inc.

Village of Fox Point

By: Christopher J. Blum
Chris Blum, PE (WI)
Title: Client Service Manager

By: _____
Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. 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) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's 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 its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



Building a Better World
for All of UsSM

**EXHIBIT A to the Agreement for Professional Services
between Village of Fox Point and SEH Effective May 12, 2020**

May 12, 2020

RE: Village of Fox Point (Village)
Lake Drive 12-inch Water Main Pipe
(Pipe) Risk Calculation
SEH No FOXPT 155509 10.00

Scott Brandmeier, PE
Director of Public Works
Village of Fox Point
7200 North Santa Monica Boulevard
Fox Point, WI 53217

Dear Scott:

We understand that the Village executed a State Municipal Agreement for a project to resurface 2.6 miles of Lake Drive pavement between School Road and just north of Dean Road (project). Exhibit C shows that 2.3 miles of pipe is within the project's limits.

Assuming a total estimated pipe replacement cost including direct and indirect costs of about \$125 per foot, the Village could spend \$1,500,000 to replace all of the pipe. However, our experience in other communities suggest that as much as 50% of the Village's pipe may be in good enough condition to leave as-is under the project's new pavement.

Thank you for again expressing interest in SEH's professional services using an acoustic velocity testing tool (tool) to measure the average remaining thickness of the Village's yet to be replaced segments of pipe wall material within the project's limits. We usually define a segment of pipe as the length pipe between fire hydrants or primary pipe line valves.

Our services also include using the:

1. average remaining pipe wall thickness measurements,
2. pipe segment locations in the Village's right-of-way (ROW), and
3. Village records about its pipe break repairs

to calculate the risk the Village will take continuing its business of delivering water to its customers connected to a pipe segment without first replacing that segment in the upcoming project.

We will calculate the risk holistically and systematically using integrated risk management (IRMA). Based on each pipe segment's risk score, we will recommend to the Village which pipe segments do not need replacement in its upcoming project.

If the Village hires SEH to make these recommendations, we will do everything we can within COVID 19 travel and working restrictions to deliver our recommendations in time for the Village to consider their impacts on its project bidding documents. Because:

1. deciding to replace pipes in decent condition is costly and provides little return on investment,
2. deciding to leave pipe in poor condition leads to a premature need to tear up roads which is costly,
3. each of these two scenarios result in spending a lot of money unnecessarily or prematurely, and

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10901 Red Circle Drive, Suite 300, Minnetonka, MN 55343-9302
SEH is 100% employee-owned | sehinc.com | 952.912.2600 | 800.734.6757 | 888.908.8166 fax

Scott Brandmeier, PE
May 12, 2020
Page 2

4. considering our recommendations reduces the Village's risk in making these types of decisions.

TOOL BASICS

SEH will team with Echologics, a division of Mueller Company, to use their tool named ePulse to measure the average remaining thickness of the pipe wall material. The tool combines acoustic velocity measurements in the field inside of a particular pipe segment with information about that segment's wall manufacture to calculate that segment's average minimum wall hoop thickness.

We use this thickness to calculate an average percent wall hoop thickness degradation for the segment by comparing the measured wall hoop thickness to the segment's design wall hoop thickness. We then help the Village define each segment's qualitative condition (good, average, or poor) based on the percent degradation of the pipe wall's measured hoop thickness from its nominal design hoop thickness. The tool also simultaneously and accurately measures the location of leaks it detects along pipe segments in which we measure an acoustic velocity.

Echologics field crew (crew) operating the tool is usually only 1 or 2 people. The crew size depends on the amount of vehicle traffic present near the pipe segments needing measurement. While the crew is in the field, we will need Village staff to periodically support it. Village staff will likely setup, takedown, and relocate traffic control, operate fire hydrants, and answer our crew's questions.

IRMA BASICS

We will calculate a Business Risk Exposure (risk) score for each pipe segment in a format similar to the sample tabulation shown in Exhibit D. Exhibit D is from the Village's Technical Memo dated November 1, 2019 for pipe in its 2020 Road and Utility Replacement project. The Memo also included 783 feet of pipe in adjacent Lake Drive.

Risk is defined as consequence of failure multiplied by the summation of scores for each of the 2 primary condition factors we will evaluate, number of pipe break repairs and average pipe wall thickness measurements, otherwise known as the likelihood of failure ($\text{Risk} = \text{Consequence} \times (\sum \text{Condition Factor Scores})$). We will consider applying up to 3 sub-condition factors to the pipe break condition factor. An example of a sub-condition might be the location, or type (longitudinal, ring, pin-hole, etc.), of break on a pipe's wall. Another sub-condition could be Village furnished estimates of operating and surge pressures the pipe routinely experiences.

We will assign a consequence of failure value to each pipe segment likely between 0 and 1. We will base the value on each segment's location in the Village's ROW; and the location's influence on the cost to repair that segment from an economic, social, and environmental perspective.

Prior to using them, we will review with the Village the logic behind the range of the consequence of failure and condition factor score values we intend to use. We will also review with the Village the amount of the weighting factor we intend to apply to each condition factor's score. Once the Village approves our range of condition factor score values and weighting factors, we will use them to calculate risk.

As appropriate, we will add to the tabulation similar to Exhibit D comments about each pipe segment. Comments can describe, but are not limited to, key assumptions we made, missing data we discovered, and questions the Village might consider answering during bid document preparation.

Finally we will rank risk scores in the tabulation for each pipe segment in descending order from highest to lowest. The tabulation will also report our recommendation to the Village of pipe segment(s) not needing replacement in its upcoming projects.

RISK SCORE PRODUCTION SCHEDULE

As soon as possible after providing us a notice to proceed, the Village will provide us a tabulation of pipe break repair information; PDF files of the record drawing plan and profile sheets; and GIS shape file or geodatabase containing at least the aerial photo, right-of-way lines, property lines, street names, pipe segments, valves, and fire hydrants in the projects. We will submit to the Village 75% complete deliverables for review and comment within 8 weeks of completing our field work. We will meet with the Village via an internet meeting to collect its comments. Within 2 weeks of receiving the Village's

Scott Brandmeier, PE
May 12, 2020
Page 3

comments, we will submit final deliverables to the Village.

Considering COVID 19 travel and working restrictions, we anticipate field work occurring during June 2020. We will update the Village with a more exact field work start date as soon as possible. Once the field work begins, and assuming normal traffic control and field conditions, each working day the crew should complete measurements on about 5,000 feet of pipe.

Village forces are responsible for providing us access to select valve bodies and fire hydrants along the pipe at their own expense. We will prepare and transmit to the Village a punch list identifying those valves and hydrants and any access related task needing completion by Village forces. Access related tasks may include, but are not limited to, vacuuming silt from valve boxes, vacuum pot holing, removing valve box covers, dewatering valve boxes, providing traffic control along busy streets, and brush removal and/or pruning. We will transmit the punch list allowing as much time as possible for Village forces to complete their tasks. We will not direct Echologics to mobilize to the site to begin their measurements until the punch list is complete. If the Echologics crew suffers any down time not caused by an 'act of God,' we will charge the Village for their down time.

RISK SCORE DELIVERABLES

We will submit the following deliverables to the Village.

1. A DVD containing an update to the Village GIS shape file or geodatabase for each segment of pipe. The update will add the following attributes to the shape file or geodatabase.
 - a. An estimate of how much pipe wall has been lost to date.
 - b. An estimate of the pipe's remaining wall thickness.
 - c. Each pipe segment color coded to convey its qualitative condition (good, average, or poor) based on the degradation of the pipe segment's average measured wall thickness from its nominal design hoop thickness.
 - d. Each pipe segment's risk score.
2. A PDF file of a Technical Memo containing the following major sections; executive summary, introduction, data collection, and Appendix.
 - a. We will write the executive summary section around the tabulation similar to Exhibit D calculating each pipe segment's risk score and any comments appropriate to a pipe segment.
 - b. The introduction section will outline the limits of the study and why the Village ordered the preparation of the study.
 - c. The data collection section will summarize in tabular form the data pipe break repair information collected from the Village to complete the Study.
 - d. The Appendix will include the following items.
 - i) 1 GIS-based color plot of pipes in the projects areas showing the following information
 - (1) numbered pipe segments
 - (2) risk score for each pipe segment
 - (3) 1 integrated risk management tool summary sheet similar to Exhibit D showing the risk score for each pipe segment
 - ii) Pipe break data we collect from the Village.
 - iii) A section dedicated to the tool containing the following
 - (1) A discussion of the purpose of leak detection and pipe wall thickness measurements.
 - (2) A discussion of the background of leak detection and pipe wall thickness measurements.

Scott Brandmeier, PE
May 12, 2020
Page 4

- (3) A discussion of the methodology of leak detection and pipe wall thickness measurements.
- (4) A description of the tool's instrumentation used to complete the average pipe wall thickness measurements.
- (5) Description of deficiencies the crew found in the field along the pipe network such as, but not limited to, fire hydrant damage, missing or broken valve box lids, and corroded fire hydrant paint.
- (6) The location of any discovered leaks.
- (7) A sub-appendix showing the measured results for each segment of pipe including its qualitative condition (good, average, or poor) based on the degradation of the pipe wall's measured hoop thickness from its nominal design hoop thickness.
- (8) A sub-appendix containing a summary tabulation of measured average pipe wall thicknesses for each pipe segment ranked from worst to best.

FEE

We will submit our deliverable to the City for an estimated not to exceed fee of \$95,188. This includes our expenses; including our subcontractor Echologics fee of \$58,562. We will invoice SEH's labor on an hourly basis.

CONCLUSION

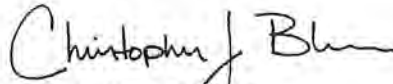
We look forward to serving the Village and applying our expertise in recommending to the Village which pipe segments do not need replacement in its upcoming project. Please contact me with questions and comments at 952.912.2611 or ppasko@sehinc.com.

Respectfully submitted,

SHORT ELLIOTT HENDRICKSON INC,



Paul J. Pasko III, PE (IL, MN) | Principal
Project Manager



Chris Blum, PE (WI)
Client Service Manager

Enclosures

c: Michael Livermore, Echologics
Chris Blum, SEH
Dave Hutton, SEH

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Exhibit A-1
to Agreement for Professional Services
Between Village of Fox Point (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated May 12, 2020

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties;

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit B
to the Agreement for Professional Services Between Village of Fox
Point and Short Elliott Hendrickson, Inc. effective May 12, 2020

Municipality and Consultant 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, Municipality and Consultant agree as follows. When Municipality receives public records requests for matters that Municipality believes might be proprietary or confidential information, Municipality will notify Consultant of the request. Within seven business days of such notification (subject to receipt of notice by Consultant's representative and extension of time upon mutual written agreement), Consultant shall either provide Municipality with the record that is requested (if Municipality cannot locate the record and Consultant has a copy in its possession), for release to the requestor; or Consultant shall advise Municipality that Consultant objects to the release of the requested information, and the basis for the objection. Consultant 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, Consultant shall indemnify and save harmless the Municipality, its officers, agents, and employees from third party claims caused by (i) Municipality's denial of a records request, based solely upon objections made by Consultant, or (ii) Consultant's intentional or negligent failure to provide records to Municipality upon Municipality's request; or (iii) Municipality's charges made to a records requestor, based upon reimbursement of costs Consultant charged to Municipality in responding to a records request; or (iv) Municipality's lack of timely response to a records request, caused solely by Consultant's failure to timely respond to Municipality; or (v) Municipality's provision of records to a requestor that were provided to Municipality by Consultant in response to a records request. Consultant's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that Municipality may provide all requested documents, programs, data, and other records to the requestor, upon failure by Consultant to perform as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

Nothing herein shall require Consultant to

- 1) retain records or be the records keeper for the Municipality, or
- 2) to release information which is privileged, confidential or would subject Consultant to liability if released.
- 3) indemnify for anything other than Consultant's negligence or intentional acts or omissions.

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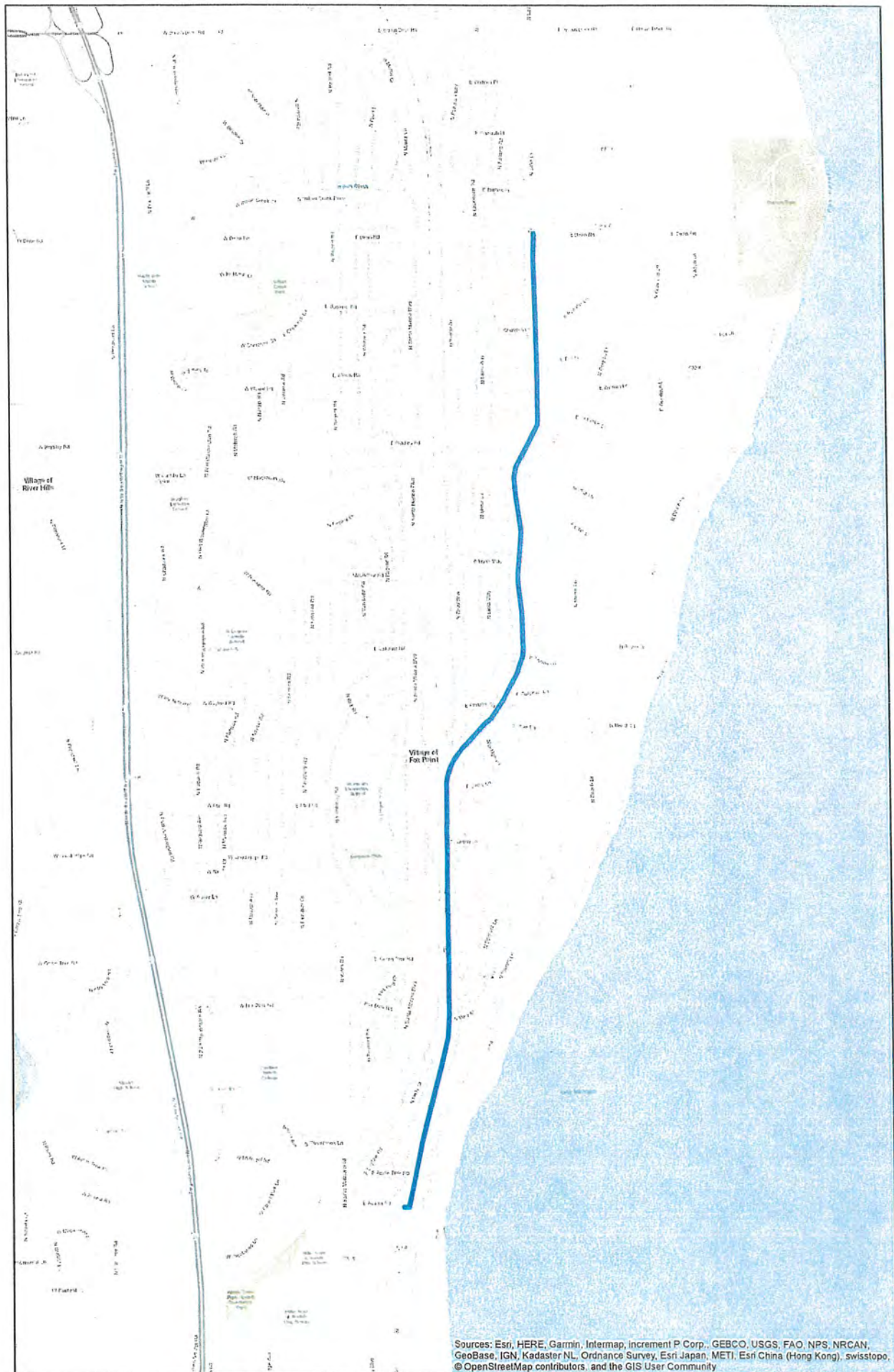


EXHIBIT D to the Agreement for Professional Services Between Village of Fox Point and SEH Effective May 12, 2020



VILLAGE OF FOX POINT, WISCONSIN
12-INCH WATER MAIN PIPE (PIPE) RISK CALCULATION
IRMA SUMMARY TABLE
10/1/2019
P:\PJ\FOXPT\1255 TWC-prelim-dgn-pps\IRMA\Grid Risk Mgmt Table - DISCOMPATIBLE.dwg\IRMA Summary Sheet

ROW/COLUMN	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U		
	Pipe										Probability of Failure										Business Risk Exposure	Replace This Pipe Segment with the 2020 Road and Utility Reconstruction Project?	Comments About Water Main Break Data Provided by the Village in Appendix B
	Street Name	Ecologics Segment No.	Length (LF)	Diameter (Inches)	Pipe Material	Date of Installation	Consequence of Failure-Location of Segment in Relation to Pavement	Condition Factor - Number of Water Main Breaks			Condition Factor - Pipe Wall Thickness Loss												
								Number of Breaks	Condition Weight	Condition Grade	Condition Score (column J - column J)	Percent Pipe Wall Thickness Loss from Material - Measured by Ecologics (N)	Condition Factor Weight	Condition Grade	Condition Score (column M - column M)	Probability of Failure Score (column K - column O)							
1	Santa Monica Blvd.	1	344	12	PI Cast Iron	1935	1.0	0	30	0	0	43	70	0.430	30.1	30.1	No	This segment has never broken.					
2	E Acacia Rd.	2	335	12	PI Cast Iron	1935	1.0	0	30	0	0	41	70	0.410	28.7	28.7	No	This segment has never broken.					
3	E Acacia Rd.	3	349	12	PI Cast Iron	1935	1.0	1	30	0.5	15	46	70	0.460	32.20	47.20	No	Breaks assumed: 343 E. Acacia Rd. (01/2001)					
4	Santa Monica Blvd.	4	354	12	PI Cast Iron	1935	1.0	1	30	0.5	15	46	70	0.460	32.20	47.20	No	Breaks assumed: 4475 N. Santa Monica Blvd. 3/25/1998					
5	Santa Monica Blvd.	5	395	12	PI Cast Iron	1935	1.0	0	30	0	0	43	70	0.430	30.10	30.10	No	This segment has never broken.					
6	Santa Monica Blvd.	6	540	12	PI Cast Iron	1935	1.0	0	30	0	0	25	70	0.250	17.50	17.50	No	This segment has never broken.					
7	Santa Monica Blvd.	7	445	12	PI Cast Iron	1935	1.0	2	30	0.75	22.5	48	70	0.480	34.30	58.80	Yes	Breaks assumed: 6900 N. Yates Rd. (4/5/12), 6524 N. Yates Rd. (01/1998)					
8	Santa Monica Blvd.	8	438	12	PI Cast Iron	1935	1.0	0	30	0	0	48	70	0.480	34.30	34.30	No	This segment has never broken.					
9	Santa Monica Blvd.	9	372	12	PI Cast Iron	1935	1.0	2	30	0.75	22.5	40	70	0.400	28.00	50.50	Yes	Breaks assumed: Yates just south of Green Tree (10/10/2007), 6920 N. Yates Rd. (09/2003)					
10	Santa Monica Blvd.	10	386	12	PI Cast Iron	1935	1.0	1	30	0.5	15	46	70	0.460	32.20	47.20	No	Breaks assumed: 6400 Santa Monica Blvd. (12/2004)					
11	N Lake Dr.	11	150	12	PI Cast Iron	1935	0.5	0	30	0	0	41	70	0.410	28.70	28.70	No	This segment has never broken.					
12	N Lake Dr.	12	633	12	PI Cast Iron	1935	0.5	0	30	0	0	43	70	0.430	30.10	30.10	No	This segment has never broken.					
13	Santa Monica Blvd.	13	200	12	Ductile Iron	Unknown	1.0	0	30	0	0	No Result	70	N/A	N/A	?	?	N/A	This segment has never broken. Even though it hangs from the bottom of a street bridge deck.				

Compliance Maintenance Annual Report

Fox Point Sewage Collection System

Last Updated: Reporting For:

6/3/2020

2019

Financial Management

1. Provider of Financial Information

Name:

Scott Brandmeier

Telephone:

414-351-8900

(XXX) XXX-XXXX

E-Mail Address
(optional):

sbrandmeier@villageoffoxpoint.com

2. Treatment Works Operating Revenues

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

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

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

2019

● 0-2 years ago (0 points)

○ 3 or more years ago (20 points)

○ N/A (private facility)

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

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

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

Year:

2019

○ 1-2 years ago (0 points)

○ 3 or more years ago (20 points)

● N/A

If N/A, please explain:

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

3.2 Equipment Replacement Fund Activity

Compliance Maintenance Annual Report

Fox Point Sewage Collection System

Last Updated: Reporting For:

6/3/2020

2019**3.2.1 Ending Balance Reported on Last Year's CMAR**

\$ 0.00

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 0.00

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+ \$ 0.00

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 0.00

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

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

0

3.3 What amount should be in your Replacement Fund?

\$ 600,000.00

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

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

☐ Yes

☒ No

If No, please explain.

The amount identified above reflects the total estimated annual capital and operating costs spread over the next five years. As noted in Section 3.1, only that amount which is specifically required for a particular budget year is programmed. Approximately \$550,000 was budgeted for 2019 and another approximate \$725,000 in capital costs is allocated for 2020.

4. Future Planning

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

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

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Televising sanitary sewer mains. \$10,000 to \$15,000 is planned to be expended annually for the next 5 year budget cycle.	15000	2020
2	The Village has implemented a Geographic Information System (GIS) database to assist the Department of Public Works in tracking the Village of Fox Point's sanitary sewer system infrastructure, rehabilitation efforts being undertaken, and associated activities. Activities that have been converted to digital copies are now being incorporated into a web-based system such that Village staff can input inspection reports, rehab information, and the such while in the field.	2500	2020

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Fox Point Sewage Collection System

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2019

3	In conjunction with the Milwaukee Metropolitan Sewerage District (MMSD), the Village has adopted a Private Property Infiltration and Inflow (PP I/I) policy to fund rehabilitation activities on private property in an effort to reduce clear water from entering the sanitary sewer system. Funding for the program from MMSD may change, but the cost is reflective of the dollars that were originally proposed. It is estimated that \$284,000 may be spent in 2020 to investigate and rehabilitate riser pipes and associated laterals. Residents will be required to contribute 50% of the cost of rehabilitation activities in order to maximize the benefit being received from MMSD.	284000	2020
4	Sanitary sewer rehabilitation activities, including CIPP and spot repairs and relays in selected areas of the Village.	180000	2020
5	Perform mainline and manhole rehabilitation activities including CIPP and spot repairs and relays in selected areas of the Village. Costs are reflective of average expenditures on such activities over the past five years.	250000	2021
6	Perform lateral rehabilitation in areas of the Village.	150000	2021
7	Perform lateral rehabilitation in areas of the Village.	150000	2022
8	Update CMOM plan.	10000	2020
9	Lift station generator replacement project and upgrades to the alarm system.	45000	2020

5. Financial Management General Comments

The Village regularly budgets for sewer upgrades in the various sewersheds and targets areas that have higher I/I than others. We have been focusing on Sewer Basins 3, 4 and 6 the last few years.

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

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

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	1,438	3
February	1,526	3
March	1,304	4
April	1,224	10
May	1,039	4
June	778	6
July	659	4
August	551	3
September	870	17
October	1,067	4
November	1,284	3
December	1,498	10
Total	13,238	71
Average	1,103	6

6.1.2 Comments:

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Fox Point Sewage Collection System

Last Updated: Reporting For:
6/3/2020 **2019**

6.2 Energy Related Processes and Equipment

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

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

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

6.2.2 Comments:

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

☐ No

☒ Yes

Year:

2008

By Whom:

Focus on Energy

Describe and Comment:

Upgraded pumps and controls in 2012; will be upgrading dialer and generator in 2020.

6.4 Future Energy Related Equipment

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

Replace the backup generator and transfer station in Lift Station No. 1 in 2020.

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

Compliance Maintenance Annual Report

Fox Point Sewage Collection System

Last Updated: Reporting For:

6/3/2020

2019

Sanitary Sewer Collection Systems

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

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

● Yes

○ No

If No, explain:

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

● Yes

○ No (30 points)

○ N/A

If No or N/A, explain:

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

☒ Goals [NR 210.23 (4)(a)]

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

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

Did you accomplish them?

● Yes

○ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

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

☒ Internal and external lines of communication responsibilities

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

☒ Legal Authority [NR 210.23 (4) (c)]

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

Village Code

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

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

☒ Private property inflow and infiltration

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

☐ Rehabilitated sewer and lift station installation, testing and inspection

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

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

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

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Fox Point Sewage Collection System

Last Updated: Reporting For:

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2019

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☐ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☐ Construction, Inspection, and Testing
- ☐ Others:

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☐ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☒ Special Studies Last Year (check only those that apply):

- ☒ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	47.6	% of system/year
Root removal	23.6	% of system/year
Flow monitoring	0.3	% of system/year
Smoke testing	0.0	% of system/year
Sewer line televising	6.5	% of system/year
Manhole inspections	49.1	% of system/year
Lift station O&M	7	# per L.S./year
Manhole rehabilitation	0.7	% of manholes rehabbed
Mainline rehabilitation	3.5	% of sewer lines rehabbed

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2019

Private sewer inspections % of system/year

Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

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

3. Performance Indicators

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

38.99	Total actual amount of precipitation last year in inches
31	Annual average precipitation (for your location)
39	Miles of sanitary sewer
2	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
10	Number of basement backup occurrences
10	Number of complaints
0.42	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.26	Basement backups (number/sewer mile)
0.26	Complaints (number/sewer mile)
0.0	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

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

Date	Location	Cause	Estimated Volume (MG)
None reported			

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

5. Infiltration / Inflow (I/I)

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

☐ Yes

☒ No

If Yes, please describe:

Compliance Maintenance Annual Report

Fox Point Sewage Collection System

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6/3/2020 **2019**

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

● Yes

○ No

If Yes, please describe:

We continued to monitor a segment of sanitary sewer main tributary to Lift Station No. 2 where we experience periods of heavy I/I. Flow monitoring continued through most of the year and staff is now evaluating the best approach to tackle the two suspected sources of I/I causing issues in the system.

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

N/A.

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

We continue to perform mainline rehabilitation, have begun evaluating sources of infiltration from riser pipes affixed to private property laterals, and have incorporated more stormwater storage into the system to reduce the amount of stormwater that can potentially infiltrate into the sanitary sewer system.

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

Compliance Maintenance Annual Report

Fox Point Sewage Collection System

Last Updated: Reporting For:
6/3/2020 **2019**

Grading Summary

WPDES No: 0047341

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

Notes:

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

Compliance Maintenance Annual Report

Fox Point Sewage Collection System

Last Updated: Reporting For:
6/3/2020 **2019**

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

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

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

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

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

G.P.A. = 4.00

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION 2020-____

**RESOLUTION APPROVING OF AND
AUTHORIZING SUBMITTAL OF THE
CMAR REPORT FOR THE ACTIVITIES OF 2019**

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

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

WHEREAS, the CMAR Report for the Activities of 2019 has been submitted to and reviewed by the Village Board;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Fox Point that the CMAR Report for the Activities of 2019 is hereby approved and the Director of Public Works is directed to submit the report to the Wisconsin Department of Natural Resources with all required certifications.

Dated this 12th day of June, 2020.

VILLAGE OF FOX POINT

Douglas H. Frazer
Village President

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



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager *SMB*
Date: June 2, 2020
Re: Public Hearing – 2021 Community Development Block Grant (CDBG)
Program Project List – Public Input

Each year, the Village of Fox Point provides a project list to Milwaukee County for the use of the Community Development Block Grant (CDBG) funds that the Village is eligible to receive in the coming fiscal year. In general terms, CDBG funds are used to eliminate "spot" blight and to improve accessibility to existing publicly-owned facilities. Locally, the Village of Fox Point has received reimbursement for lease expenses of the LX Club. The amount of the 2021 grant has not yet been determined and meetings are not expected to occur until August or September, but if recent years are any indication, it is expected that the Village of Fox Point would receive approximately \$6,000.

As part of the development of a project list, a public hearing must be held to obtain public comment on possible projects. I recommend that the Village Board schedule a public hearing for this purpose on Tuesday, July 14, 2020 immediately following the "Persons desiring to be heard" section of the agenda. A recommendation regarding allocation of the CDBG funds for 2021 will be provided at the Board meeting. This list will then be submitted to the County per their requirements.

June 9, 2020

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

Building Board (confirmation requested)

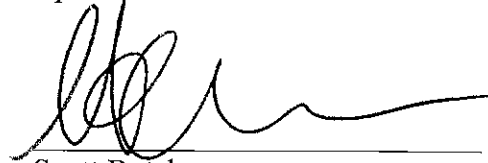
Justin Racinowski, Chair (3-year term)
Jeff Weber (3-year term)
Matt Amman (2-year term)
Kristin Dufek (2-year term)
Mike West (1-year term)

Respectfully submitted,

Douglas H. Frazer
Village President
June 9, 2020

¹ (R) designates returning member.

This is to certify that the attached is true and correct list of bills due for a period from May 1- 31, 2020, in the total amount of \$545,921.78. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.



Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on June 09, 2020.

Douglas H. Frazer
Village President

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

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 05/01/2020-05/31/2020

Page: 1
May 29, 2020 08:54AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-13100 ACCOUNTS RECEIVABLE - SUNDRY						
1298	WASTE MANAGEMENT OF WI-M	6501547-2275-7	RECYCLING CONT CHARGE	05/12/2020	20.00	05/15/2020
Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY:					20.00	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	June 2020	LIFE INSURANCE	05/12/2020	706.25	05/15/2020
Total 10-21520 GROUP LIFE:					706.25	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	APRIL 2020	POLICE DUES	05/01/2020	495.00	05/01/2020
Total 10-21525 UNION DUES:					495.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0514202	Deferred Comp NICHOLAS Pay	05/13/2020	50.00	05/15/2020
375	NORTH SHORE BANK, FSB	PR0514202	Deferred Comp NORTH SHORE	05/13/2020	1,105.00	05/15/2020
375	NORTH SHORE BANK, FSB	PR0528202	Deferred Comp NICHOLAS Pay	05/28/2020	50.00	05/29/2020
375	NORTH SHORE BANK, FSB	PR0528202	Deferred Comp NORTH SHORE	05/28/2020	1,105.00	05/29/2020
1822	WELLS FARGO BANK, N.A.	PR0514201	Deferred Comp WI DEFER - PRE	05/13/2020	5,099.14	05/15/2020
1622	WELLS FARGO BANK, N.A.	PR0514201	Deferred Comp WI DEFER - RO	05/13/2020	737.31	05/15/2020
1622	WELLS FARGO BANK, N.A.	PR0528201	Deferred Comp WI DEFER - PRE	05/28/2020	5,049.14	05/29/2020
1622	WELLS FARGO BANK, N.A.	PR0528201	Deferred Comp WI DEFER - RO	05/28/2020	737.31	05/29/2020
101991	VANTAGEPOINT TRANSFER AG	PR0514201	Deferred Comp ICMA-PRETAX	05/13/2020	1,016.43	05/15/2020
101991	VANTAGEPOINT TRANSFER AG	PR0528201	Deferred Comp ICMA-PRETAX	05/28/2020	1,016.43	05/29/2020
Total 10-21530 DEFERRED COMPENSATION:					15,965.76	
10-44120 LIQUOR/TOBACCO LICENSES						
727	WI DEPT. OF JUSTICE	0fXYAZGZ	BARTENDERS	05/28/2020	21.00	05/29/2020
727	WI DEPT. OF JUSTICE	AnuNSCjX	BARTENDERS	05/28/2020	7.00	05/29/2020
727	WI DEPT. OF JUSTICE	thjrz21g	BARTENDER	05/08/2020	7.00	05/08/2020
727	WI DEPT. OF JUSTICE	yKQexVzs	BARTENDERS	05/28/2020	7.00	05/29/2020
Total 10-44120 LIQUOR/TOBACCO LICENSES:					42.00	
10-44585 SPECIAL EVENT PERMIT						
499	UNITED PERFORMING ARTS FU	5.003083	REFUND	05/21/2020	1,541.00	05/22/2020
Total 10-44585 SPECIAL EVENT PERMIT:					1,541.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	APRIL 2020	DRIVER SUR/JAIL FEE	05/05/2020	622.94	05/08/2020
552	WISCONSIN, STATE OF - COUR	APRIL 2020	APRIL	05/05/2020	1,720.10	05/08/2020
Total 10-51200-395 COUNTY COURT FEES:					2,343.04	
10-51300-211 LABOR ATTORNEY						
1788	BUELOW VETTER BUIKEMA OL	87- 275.00001	PERSONNEL 275.00001	05/12/2020	110.00	05/15/2020
Total 10-51300-211 LABOR ATTORNEY:					110.00	
10-51440-233 EQUIPMENT MAINTENANCE						
774	ELECTION SYSTEMS & SOFTW	1134418	MAINTENANCE	05/07/2020	400.00	05/22/2020
Total 10-51440-233 EQUIPMENT MAINTENANCE:					400.00	

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10-51440-310 SUPPLIES/EXPENSES						
124	BEAR GRAPHICS, INC.	0846883	ELECTION ENVELOPES	05/01/2019	283.10	05/22/2020
327	MENARD'S - MILWAUKEE	7408	ELECTIONS	05/01/2020	81.32	05/01/2020
5033	OFFICE DEPOT -US COMMUNIT	488502870001	37360205-ELECTIONS	05/18/2020	47.93	05/22/2020
Total 10-51440-310 SUPPLIES/EXPENSES:					412.35	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	148074	MONTHLY	05/01/2020	39.96	05/08/2020
2706	ASSOCIATED APPRAISAL CON	148576	MONTHLY	05/29/2020	39.96	05/29/2020
Total 10-51530-210 CONTRACT SERVICES:					79.92	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	26900938	MONTHLY COPIER	05/01/2020	231.00	05/01/2020
405	PITNEY BOWES INC.	3311221629	QUARTERLY FEES	05/19/2020	480.57	05/29/2020
755	GCS SOFTWARE- ACCOUNTS R	28443	WEB PORTAL	05/01/2020	1,000.00	05/01/2020
789	DO IT NOW CLEANING LLC	52	MONTHLY CLEANING	05/03/2020	1,583.37	05/08/2020
789	DO IT NOW CLEANING LLC	75	MONTHLY CLEANING	05/26/2020	1,583.37	05/29/2020
940	ONTECH SYSTEMS, INC.	48105	ONSITE/REMOTE	05/27/2020	665.00	05/29/2020
Total 10-51600-210 CONTRACT SERVICES:					5,543.31	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	3/23-04/22/20	3298-754-812	05/01/2020	350.72	05/01/2020
Total 10-51600-220 GAS-HEAT:					350.72	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	3/23-04/22/20	3298-754-812	05/01/2020	1,109.43	05/01/2020
Total 10-51600-221 ELECTRIC UTILITIES:					1,109.43	
10-51600-222 TELEPHONE UTILITIES						
848	WINDSTREAM	72559447	ACCT #205607369	05/12/2020	209.02	05/15/2020
2691	CENTURYLINK-BUSINESS SVC.	1491347703	87619173	05/12/2020	.36	05/15/2020
5312	AT & T- VILLAGE	04/22/2020	414 351-8900 758 7	05/04/2020	38.30	05/08/2020
Total 10-51600-222 TELEPHONE UTILITIES:					247.68	
10-51600-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	02/01-05/01/20	VH WATER AND SEWER	05/26/2020	779.05	05/29/2020
Total 10-51600-223 WATER/SEWER UTILITIES:					779.05	
10-51600-234 VILLAGE HALL MAINTENANCE						
327	MENARD'S - MILWAUKEE	7665	MISC	05/01/2020	135.04	05/01/2020
360	NASSCO INC.	S2610254.001	DISINFECTANT	05/01/2020	330.40	05/01/2020
502	VILLAGE HARDWARE - VH	196892/1	FILTER	05/19/2020	23.38	05/22/2020
892	SPECTRUM	05/08/2020	10404-060459401-5001	05/14/2020	8.83	05/15/2020
1751	ACTION HEATING COOLING & P	114174	REPAIR	05/19/2020	2,083.50	05/22/2020
5778	OFFICE COPYING EQUIPMENT	AR113556	VLG HALL COPIES	05/18/2020	260.50	05/22/2020
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					2,841.65	
10-51600-310 SUPPLIES/MISC EXPENSES						
502	VILLAGE HARDWARE - VH	195406/1	CLEANER	05/01/2020	16.15	05/01/2020
5033	OFFICE DEPOT -US COMMUNIT	477537025001	37360205-VLG	05/01/2020	31.70	05/01/2020

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5033	OFFICE DEPOT -US COMMUNIT	481506737001	37360205 VLG	05/05/2020	21.98	05/08/2020
5033	OFFICE DEPOT -US COMMUNIT	488502870001	37360205-VLG	05/18/2020	120.94	05/22/2020
5033	OFFICE DEPOT -US COMMUNIT	488503769001	37360205-VLG	05/18/2020	44.45	05/22/2020
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					235.22	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	5	HEALTH INSURANCE REIMBUR	05/01/2020	455.59	05/01/2020
435	RIES, DANIEL	21	HEALTH	05/01/2020	826.70	05/01/2020
838	KRIEFALL, DONALD A	49	HEALTH INSURANCE REIMBUR	05/01/2020	429.74	05/01/2020
1801	MILLER, DAN N	26	MONTHLY REIMBURSEMENT	05/01/2020	351.27	05/01/2020
Total 10-51700-511 GROUP HEALTH - RETIREES:					2,063.30	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
833	RAGNASOFT, INC	4635	SCHEDULING SOFTWARE	05/21/2020	1,350.00	05/22/2020
5152	JAMES IMAGING SYSTEMS, IN	989402	MONTHLY PD	05/14/2020	99.50	05/15/2020
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					1,449.50	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	04/21-5/20/2020	6286-911-140	05/28/2020	386.68	05/29/2020
536	WE-ENERGIES	3/22-4/21/20	6286-911-140	05/01/2020	472.05	05/01/2020
Total 10-52100-220 GAS UTILITIES:					858.73	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	3/22-4/21/20	9299-448-560	05/01/2020	29.13	05/01/2020
536	WE-ENERGIES	3/22-4/21/20	0699-070-169	05/01/2020	1,737.64	05/01/2020
536	WE-ENERGIES	4/21-5/20/20	9299-448-560	05/26/2020	26.99	05/29/2020
536	WE-ENERGIES	4/21-5/20/20	0699-070-169	05/26/2020	1,654.46	05/29/2020
Total 10-52100-221 ELECTRIC UTILITIES:					3,448.22	
10-52100-222 TELEPHONE UTILITIES						
848	WINDSTREAM	72559447	ACCT #205607369	05/12/2020	130.63	05/15/2020
892	SPECTRUM	20200504OTA	10404038090401-6001	05/14/2020	17.67	05/15/2020
2136	VERIZON WIRELESS	9853946715	786223225-00001 POLICE	05/14/2020	208.71	05/15/2020
2691	CENTURYLINK-BUSINESS SVC.	1491347703	87619173	05/12/2020	.35	05/15/2020
2973	TIME WARNER CABLE	070433001050120	070433001	05/05/2020	452.98	05/08/2020
5312	AT & T- VILLAGE	04/22/2020	414 351-8900 758 7	05/04/2020	23.94	05/08/2020
Total 10-52100-222 TELEPHONE UTILITIES:					834.28	
10-52100-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	02/01-05/01/20	POLICE WATER AND SEWER	05/26/2020	1,382.32	05/29/2020
Total 10-52100-223 WATER/SEWER UTILITIES:					1,382.32	
10-52100-232 VEHICLE MAINTENANCE						
172	Gordie Boucher Ford	109657	REPAIR	05/08/2020	835.43	05/08/2020
Total 10-52100-232 VEHICLE MAINTENANCE:					835.43	
10-52100-233 EQUIPMENT MAINTENANCE						
366	TRUAX PATIENT SERVICES	5696	NARCAN	05/21/2020	225.00	05/22/2020
477	TAYLOR COMPUTER SERVICES	20543	LAN MESSENGER	05/18/2020	93.75	05/22/2020
2913	EMERGENCY MEDICAL PRODU	2159780	MASK	05/01/2020	84.60	05/01/2020

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2913	EMERGENCY MEDICAL PRODU	2166678	MASK	05/21/2020	84.80	05/22/2020
5839	LEXISNEXIS	1246411-20200430	MONTHLY	05/08/2020	30.50	05/08/2020
Total 10-52100-233 EQUIPMENT MAINTENANCE:					518.45	
10-52100-234 BUILDING MAINTENANCE						
4777	BATTERIES PLUS -	26763428	FLO	05/21/2020	30.75	05/22/2020
Total 10-52100-234 BUILDING MAINTENANCE:					30.75	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1415005	BROUWER	05/01/2020	49.99	05/01/2020
473	STREICHER'S	1419647	BROUWER	05/01/2020	159.98	05/01/2020
473	STREICHER'S	1419649	WIESMUELLER	05/14/2020	79.99	05/15/2020
473	STREICHER'S	1421385	WIESMUELLER	05/14/2020	159.98	05/15/2020
473	STREICHER'S	1426516	NIEUWENHUIS	05/01/2020	393.97	05/01/2020
1294	Galls, LLC,-	15638361	ARENDT	05/28/2020	317.88	05/29/2020
Total 10-52100-330 CLOTHING ALLOWANCE:					1,161.79	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2671432	10586-10586 POLICE DEPARTM	05/01/2020	107.75	05/01/2020
393	PACKERLAND RENT-A-MAT INC.	2679893	10586-10586 POLICE DEPARTM	05/28/2020	110.28	05/29/2020
Total 10-52100-334 JANITORIAL SUPPLIES:					218.03	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	131562	GIS DATA MAINT	05/05/2020	360.00	05/08/2020
Total 10-53100-233 GIS MAINTENANCE:					360.00	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	03/27-4/29/20	3449-647-735	05/07/2020	187.04	05/08/2020
536	WE-ENERGIES	4/6-5/6/20	7083-911-529	05/12/2020	18.51	05/15/2020
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					205.55	
10-53310-400 MATERIALS						
2995	AMERICAN MESSAGING	U1850150UE	PAGING SERVICE	05/05/2020	47.31	05/08/2020
Total 10-53310-400 MATERIALS:					47.31	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	04/07/1-5/7/20	7018-222-713	05/13/2020	18.10	05/15/2020
536	WE-ENERGIES	4/6-5/6/20	6865-091-092	05/12/2020	18.25	05/15/2020
536	WE-ENERGIES	4/6-5/6/20	3217-867-834	05/12/2020	16.25	05/15/2020
536	WE-ENERGIES	4/6-5/6/20	9024-478-778	05/12/2020	16.25	05/15/2020
Total 10-53400-221 BUS STOP-ELECTRIC:					66.85	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000469-1996-5	MSW	05/12/2020	8,788.76	05/15/2020
Total 10-53630-370 LANDFILL FEES:					8,788.76	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0058821-2286-3	YARDWASTE	05/01/2020	1,708.93	05/01/2020
1298	WASTE MANAGEMENT OF WI-M	0058917-2286-9	YARDWASTE	05/12/2020	1,707.48	05/15/2020

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1298	WASTE MANAGEMENT OF WI-M	0059028-2286-4	YARDWASTE	05/27/2020	1,430.03	05/29/2020
Total 10-53642-400 MATERIALS:					4,848.44	
10-53700-300 MISCELLANEOUS EXPENSE						
1074	MATHESON TRI-GAS, INC	51623962	CARBON DIOXIDE	05/19/2020	28.50	05/22/2020
2241	ITU ABSORB TECH, INC	7454656	SHOP	05/01/2020	11.51	05/01/2020
2241	ITU ABSORB TECH, INC	7467751	SHOP	05/19/2020	11.51	05/22/2020
2241	ITU ABSORB TECH, INC	7472005	SHOP	05/19/2020	11.51	05/22/2020
Total 10-53700-300 MISCELLANEOUS EXPENSE:					63.03	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	816750	PUMP	05/19/2020	79.30	05/22/2020
43	AUTO PARTS & SERVICE	817462	BRAKE CLEANER	05/19/2020	55.10	05/22/2020
89	FABICK CAT	PIMK0035959	HOSE	05/19/2020	42.17	05/22/2020
89	FABICK CAT	PIMK0035960	FREIGHT	05/19/2020	12.25	05/22/2020
89	FABICK CAT	PIMK0036981	TUBE	05/19/2020	506.01	05/22/2020
89	FABICK CAT	SIMK0006000	TROUBLESHOOT	05/19/2020	172.00	05/22/2020
198	NAPA AUTO PARTS	5250-664597	TOGGLE	05/01/2020	11.70	05/01/2020
349	MONROE TRUCK EQUIPMENT	823632	MOTOR	05/01/2020	2,154.67	05/01/2020
502	VILLAGE HARDWARE - VH	196892/1	LIGHT	05/19/2020	23.39	05/22/2020
547	ROLAND MACHINERY	40086228	LUBE SPIN	05/19/2020	38.20	05/22/2020
631	FACTORY MOTOR PARTS	13-1558185	BRAKE	05/01/2020	183.33	05/01/2020
631	FACTORY MOTOR PARTS	160-057360	CONE	05/01/2020	20.64	05/01/2020
1132	BURRIS EQUIPMENT CO.	PI07674	MISC	05/01/2020	1,539.98	05/01/2020
1132	BURRIS EQUIPMENT CO.	PI07675	MISC	05/01/2020	91.47	05/01/2020
1178	R.N.O.W., INC	2020-57757	HOSE	05/01/2020	166.07	05/01/2020
102189	TRUCK COUNTRY OF WISCON	X207028521.01	FILTER	05/19/2020	110.16	05/22/2020
Total 10-53700-341 REPAIR PARTS:					5,206.44	
10-53700-342 TIRES						
615	PERFECT CIRCLE TIRE LLC	4.17.20	ORING/DISMOUNT	05/01/2020	106.99	05/01/2020
Total 10-53700-342 TIRES:					106.99	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	815550	DEF	05/01/2020	83.92	05/01/2020
43	AUTO PARTS & SERVICE	817462	DEF	05/19/2020	62.94	05/22/2020
1337	HERBST OIL, INC	73643	FUEL	05/19/2020	1,255.87	05/22/2020
1337	HERBST OIL, INC	74048	FUEL	05/01/2020	538.65	05/01/2020
1337	HERBST OIL, INC	74180	FUEL	05/01/2020	1,198.65	05/01/2020
1337	HERBST OIL, INC	74969	FUEL	05/19/2020	915.95	05/22/2020
1337	HERBST OIL, INC	75044	MISC PARTS	05/01/2020	161.50	05/01/2020
Total 10-53700-343 FUEL:					4,217.48	
10-53700-344 OIL						
1636	PLYMOUTH LUBRICANTS	6178228	PRO PERFORMANCE	05/19/2020	244.00	05/22/2020
Total 10-53700-344 OIL:					244.00	
10-53700-346 MISC DPW SHOP TOOLS						
5528	TODD A GAULKE AUTHORIZE D	0512204339	SMALL TOOLS	05/19/2020	13.40	05/22/2020
Total 10-53700-346 MISC DPW SHOP TOOLS:					13.40	

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10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	3/23-04/22/20	3298-754-812	05/01/2020	350.72	05/01/2020
Total 10-53800-220 GAS UTILITIES:					350.72	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	3/23-04/22/20	3298-754-812	05/01/2020	1,109.44	05/01/2020
Total 10-53800-221 ELECTRIC UTILITIES:					1,109.44	
10-53800-222 TELEPHONE UTILITIES						
848	WINDSTREAM	72559447	ACCT #205607369	05/12/2020	182.89	05/15/2020
5312	AT & T- VILLAGE	04/22/2020	414 351-8900 758 7	05/04/2020	33.52	05/08/2020
Total 10-53800-222 TELEPHONE UTILITIES:					216.41	
10-53800-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	02/01-05/01/20	VH WATER AND SEWER	05/26/2020	779.05	05/29/2020
Total 10-53800-223 WATER/SEWER UTILITIES:					779.05	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9853715862	787066169-00001	05/14/2020	231.99	05/15/2020
Total 10-53800-224 CELL PHONES:					231.99	
10-53800-300 MISCELLANEOUS EXPENSE						
1215	MONITORING SERVICES LLC	2483	7200 N SANTA MONIC	05/19/2020	300.00	05/22/2020
2241	ITU ABSORB TECH, INC	7454858	DPW	05/01/2020	26.73	05/01/2020
2241	ITU ABSORB TECH, INC	7467753	DPW	05/19/2020	209.15	05/22/2020
2241	ITU ABSORB TECH, INC	7472007	DPW	05/19/2020	26.73	05/22/2020
5033	OFFICE DEPOT -US COMMUNIT	477537025001	37380205 DPW	05/01/2020	19.67	05/01/2020
5033	OFFICE DEPOT -US COMMUNIT	481506737001	37380205 DPW	05/05/2020	28.77	05/08/2020
Total 10-53800-300 MISCELLANEOUS EXPENSE:					611.05	
10-53800-333 SAFETY PROGRAM						
871	AIRGAS	9101383100	GLOVES	05/27/2020	111.12	05/29/2020
Total 10-53800-333 SAFETY PROGRAM:					111.12	
10-54100-215 CONTRACT - HEALTH						
819	MADACC	JAN-APR 2020	DOG/CAT LICENSE	05/01/2020	11.05	05/01/2020
2091	NORTH SHORE HEALTH DEPT	20-0000879	2ND QUARTER	05/01/2020	9,073.00	05/01/2020
Total 10-54100-215 CONTRACT - HEALTH:					9,084.05	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	4/8-5/6/20	5214-367-035	05/12/2020	205.30	05/15/2020
Total 10-55440-220 GAS UTILITIES:					205.30	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	4/8-5/6/20	5630-222-240	05/12/2020	120.13	05/15/2020
Total 10-55440-221 ELECTRIC UTILITIES:					120.13	

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10-55440-450 SKATE RINK MATERIALS						
186	FOX POINT, VILLAGE OF - W/U	02/01-05/01/20	L, ICE RINK	05/26/2020	98.06	05/29/2020
186	FOX POINT, VILLAGE OF - W/U	02/01-05/01/20	LONGACRE PAVILION	05/26/2020	967.82	05/29/2020
360	NASSCO INC.	S2610254.001	DISINFECTANT	05/01/2020	330.40	05/01/2020
Total 10-55440-450 SKATE RINK MATERIALS:					1,396.28	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	64535	FORESTRY REQUESTS	05/01/2020	3,900.00	05/08/2020
Total 10-56100-125 FORESTRY CONSULTANT:					3,900.00	
10-56100-465 TREE MAINTENANCE						
2995	AMERICAN MESSAGING	U1850150UE	PAGING SERVICE	05/05/2020	47.32	05/08/2020
3234	WALDSCHMIDT'S TOWN & COU	705196	BAR	05/19/2020	57.08	05/22/2020
3234	WALDSCHMIDT'S TOWN & COU	709436	BAR	05/19/2020	104.38	05/22/2020
Total 10-56100-465 TREE MAINTENANCE:					208.78	
20-61000-210 CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	43487/LIBRARYFUN	FUND 20	05/21/2020	215,465.89	05/22/2020
Total 20-61000-210 CONTRACT SERVICES:					215,465.89	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	131562	GIS DATA MAINT	05/05/2020	909.00	05/08/2020
39	RUEKERT MIELKE, INC.	131739	VIDEO LINKING	05/05/2020	216.00	05/08/2020
Total 21-53100-233 GIS MAINTENANCE:					1,125.00	
21-71000-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	M73740	MARKING PAINT	05/01/2020	43.12	05/01/2020
933	JJS TECHNICAL SERVICES	37379	OXYGEN SENSOR	05/28/2020	113.34	05/29/2020
Total 21-71000-400 MATERIALS:					156.46	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	4/6-5/6/20	2417--882-521	05/12/2020	12.05	05/15/2020
Total 21-72000-220 GAS UTILITIES:					12.05	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	4/6-5/6/20	1670-928-034	05/12/2020	33.09	05/15/2020
536	WE-ENERGIES	4/6-5/6/20	2417--882-521	05/12/2020	161.65	05/15/2020
Total 21-72000-221 ELECTRIC UTILITIES:					194.74	
21-73000-226 MMSD CHARGES						
290	MMSD	099-20	FEB THRU APRIL	05/27/2020	96,598.05	05/29/2020
Total 21-73000-226 MMSD CHARGES:					96,598.05	
21-73000-310 SUPPLIES/EXPENSES						
415	POSTMASTER	02/01-05/01/2020	FEB-MAY WATERBILLS	05/21/2020	235.57	05/22/2020
2385	WISCONSIN RURAL WATER AS	W188	MEMBERSHIP-UJAZDOWSKI	05/14/2020	15.00	05/15/2020
Total 21-73000-310 SUPPLIES/EXPENSES:					250.57	

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
21-73000-400 MATERIALS						
2136	VERIZON WIRELESS	9853715862	787066169-00001	05/14/2020	37.50	05/15/2020
Total 21-73000-400 MATERIALS:					37.50	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6501686-2275-5	MONTHLY	05/12/2020	21,731.72	05/15/2020
Total 22-53650-210 CONTRACT SERVICES:					21,731.72	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	4/7-05/07/20	8294-368-584	05/18/2020	25.50	05/22/2020
Total 23-55420-220 GAS UTILITIES:					25.50	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	4/7-05/07/20	8294-368-584	05/18/2020	83.06	05/22/2020
Total 23-55420-221 ELECTRIC UTILITIES:					83.06	
23-55420-222 TELEPHONE UTILITIES						
1345	AT & T U-VERSE	MAY 1, 2020	111299163 POOL	05/12/2020	53.50	05/15/2020
Total 23-55420-222 TELEPHONE UTILITIES:					53.50	
23-55420-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	02/01-05/01/20	POOL WATER AND SEWER	05/26/2020	1,650.42	05/29/2020
Total 23-55420-223 WATER/SEWER UTILITIES:					1,650.42	
23-55420-310 SUPPLIES/EXPENSES						
3241	PPC COMMUNICATIONS	23085	ANNUAL SOFTWARE FEE	05/01/2020	120.00	05/08/2020
Total 23-55420-310 SUPPLIES/EXPENSES:					120.00	
23-91300-851 POOL WINDSCREEN						
357	MUNSON INC.	0053694	POOL	05/06/2020	1,625.00	05/08/2020
Total 23-91300-851 POOL WINDSCREEN:					1,625.00	
24-52400-210 CONTRACT SERVICES						
2256	SAFEBUILT	0067100-IN	INSPECTIONS	05/01/2020	765.00	05/01/2020
2256	SAFEBUILT	0068123-IN	INSPECTIONS	05/01/2020	1,147.50	05/22/2020
Total 24-52400-210 CONTRACT SERVICES:					1,912.50	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9853715862	787066169-00001	05/14/2020	35.00	05/15/2020
Total 24-52400-224 CELL PHONES:					35.00	
25-53410-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	M73740	MARKING PAINT	05/01/2020	43.12	05/01/2020
Total 25-53410-400 MATERIALS:					43.12	
25-53420-400 MATERIALS						
933	JJS TECHNICAL SERVICES	37379	OXYGEN SENSOR	05/28/2020	119.33	05/29/2020

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
5986	WSO GRADING & EXCAVATING	4032	EXCAVATE	05/20/2020	725.00	05/22/2020
Total 25-53420-400 MATERIALS:					838.33	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9853715862	787066169-00001	05/14/2020	30.00	05/15/2020
Total 25-53800-210 CONTRACT SERVICES:					30.00	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	131562	GIS DATA MAINT	05/05/2020	288.00	05/08/2020
39	RUEKERT MIELKE, INC.	131739	UPDATE	05/05/2020	428.10	05/08/2020
Total 25-53800-233 GIS MAINTENANCE:					716.10	
25-55410-310 SUPPLIES/EXPENSES						
415	POSTMASTER	02/01-05/01/2020	FEB-MAY WATERBILLS	05/21/2020	235.58	05/22/2020
2385	WISCONSIN RURAL WATER AS	W188	MEMBERSHIP-UJAZDOWSKI	05/14/2020	15.00	05/15/2020
Total 25-55410-310 SUPPLIES/EXPENSES:					250.58	
25-91500-800 WPDES COMPLIANCE PROGRAM						
39	RUEKERT MIELKE, INC.	131740	PERMIT ACTIVITES	05/05/2020	1,792.25	05/08/2020
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					1,792.25	
40-91100-807 COMPUTERS						
940	ONTECH SYSTEMS, INC.	48175	AGREEMENT RMM	05/27/2020	1,155.00	05/29/2020
940	ONTECH SYSTEMS, INC.	48266	STORAGECRAFT	05/27/2020	208.00	05/29/2020
940	ONTECH SYSTEMS, INC.	48515	REMOTE	05/21/2020	140.00	05/22/2020
Total 40-91100-807 COMPUTERS:					1,503.00	
40-91100-814 COMPREHENSIVE PLAN						
856	VIERBICHER ASSOC. INC.	00012	COMP UPDATE	05/18/2020	1,320.95	05/22/2020
Total 40-91100-814 COMPREHENSIVE PLAN:					1,320.95	
40-91500-801 STREET RESURFACING						
132	DAILY REPORTER, INC.	744695462	BID	05/05/2020	354.31	05/08/2020
Total 40-91500-801 STREET RESURFACING:					354.31	
40-91600-824 TREE PLANTING						
514	TILLMANN WHOLESALE GROW	24542	TREES	05/01/2020	1,023.50	05/08/2020
617	JOHNSON'S NURSERY	60297	TREES	05/01/2020	4,745.00	05/08/2020
618	WAYSIDE NURSERIES, INC.	148028	TREES	05/07/2020	4,607.00	05/08/2020
2477	LEAVES INSPIRED TREE NURS	465	TREES	05/01/2020	1,187.00	05/01/2020
Total 40-91600-824 TREE PLANTING:					11,562.50	
40-91600-833 TREE REPLACEMENT						
280	LIESENER SOILS INC.	0178273	SOIL TREE PLANTING	05/05/2020	660.00	05/08/2020
327	MENARD'S - MILWAUKEE	7665	NETTING	05/01/2020	113.88	05/01/2020
514	TILLMANN WHOLESALE GROW	24542	TREES	05/01/2020	408.00	05/08/2020
618	WAYSIDE NURSERIES, INC.	148028	SPRING TREES	05/07/2020	3,322.00	05/08/2020
2477	LEAVES INSPIRED TREE NURS	465	SPRING TREES	05/01/2020	2,586.00	05/01/2020
4591	VERMEER-WISCONSIN, INC.	20230252	RENTAL	05/11/2020	2,007.72	05/15/2020

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
5933	WACHTEL TREE SCIENCE & SE	64534	EAB	05/01/2020	3,841.20	05/08/2020
Total 40-91600-833 TREE REPLACEMENT:					12,938.80	
50-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	131562	GIS DATA MAINT	05/05/2020	384.00	05/08/2020
39	RUEKERT MIELKE, INC.	131739	EDITS	05/05/2020	357.00	05/08/2020
39	RUEKERT MIELKE, INC.	131739	SEH	05/05/2020	216.00	05/08/2020
Total 50-53100-233 GIS MAINTENANCE:					957.00	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMM	49	MONTHLY	05/01/2020	19,127.28	05/01/2020
Total 50-81000-601 SOURCE OF WATER SUPPLY:					19,127.28	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	691	PUBLIC INFO MEETING	05/12/2020	142.50	05/15/2020
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					142.50	
50-81000-651 MAINTENANCE OF MAINS						
281	LINCOLN CONTRACTORS SUP	M73740	MARKING PAINT	05/01/2020	43.12	05/01/2020
502	VILLAGE HARDWARE - VH	195401/1	WATER DEPT	05/01/2020	14.35	05/01/2020
933	JJS TECHNICAL SERVICES	37379	OXYGEN SENSOR	05/28/2020	113.33	05/29/2020
2241	ITU ABSORB TECH, INC	7454657	WATER DEPT	05/01/2020	8.34	05/01/2020
2241	ITU ABSORB TECH, INC	7467752	WATER	05/19/2020	44.80	05/22/2020
2241	ITU ABSORB TECH, INC	7472006	WATER DEPT	05/19/2020	8.34	05/22/2020
2985	AMERICAN MESSAGING	U1860150UE	PAGING SERVICE	05/05/2020	47.32	05/08/2020
Total 50-81000-651 MAINTENANCE OF MAINS:					279.60	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMM	05/13/20	HIGH PU HIGH PUMP REMOVAL	05/21/2020	247.67	05/22/2020
Total 50-81000-844 NSWC CAPITAL PROJECTS:					247.67	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
415	POSTMASTER	02/01-05/01/2020	FEB-MAY WATERBILLS	05/21/2020	235.58	05/22/2020
2136	VERIZON WIRELESS	9853715862	787066169-00001	05/14/2020	37.50	05/15/2020
2385	WISCONSIN RURAL WATER AS	W188	MEMBERSHIP-UJAZDOWSKI	05/14/2020	15.00	05/15/2020
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					288.08	
50-81000-923 OUTSIDE SERVICES EMPLOYED						
2839	CITY WATER LLC	681	MONTHLY	05/05/2020	5,900.00	05/08/2020
2839	CITY WATER LLC	684	MONTHLY	05/05/2020	5,900.00	05/08/2020
2839	CITY WATER LLC	691	MONTHLY	05/12/2020	5,900.00	05/15/2020
Total 50-81000-923 OUTSIDE SERVICES EMPLOYED:					17,700.00	
70-12100 TAXES RECEIVABLES						
186	FOX POINT, VILLAGE OF - W/U	20739-5/4/20	8033 GRAYLOG	05/05/2020	291.32	05/08/2020
358	FISHER-ISAACS, KIM M	20707 4/22/20	OVERPAYMENT TAXES	05/01/2020	3.02	05/01/2020
687	ROWLANDSON, G IAN OR SAN	20711-4/24/20	OVERPAYMENT TAXES	05/01/2020	9.00	05/01/2020
688	FLEMM, MICHELE L	20716-4/24/20	OVERPAYMENT TAXES	05/01/2020	2,112.38	05/01/2020
816	EVANS, BRADFORD A	20798	OVERPAYMENT	05/15/2020	7.14	05/22/2020

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 70-12100 TAXES RECEIVABLES:					2,422.86	
72-27015 LIBRARY LOST BOOKS						
61	BAYSIDE, VILLAGE OF	43487	LIBRARYFUN FUND 72	05/21/2020	44,016.14	05/22/2020
Total 72-27015 LIBRARY LOST BOOKS:					44,016.14	
Grand Totals:					545,921.78	

Date Approved: _____

Village Manager: _____

Village Board: _____



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village Board
From: Scott A Botcher, Village Manager *SAB*
cc: Staff
Date: June 2, 2020
Re: Fox Point Lutheran Church

Not long ago, the Village Board approved renovations and improvements to the Fox Point Lutheran Church. Following, the Church approached the Village and stated they were going to greatly reduce the improvements they wanted to make.

To confirm the process we should (given they had already been approved for a more significant plan), I had a brief discussion with Mr. Larson, who recommended that the Church go back to the Plan commission for consideration of their reduced plan, and then back up to the Village Board for final approval again. No hearing was to be required as they already had gone through that process with a much more impactful plan, and should the Plan Commission find this project still met the 4 tests as required in the Institutional Zone, they would be able to modify the scale of the improvements downward in this fashion.

At the Plan Commission meeting, the Commission found that this reduced plan still met the 4 tests and recommended the Village Board approve the reduced project.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION 2020-____

**RESOLUTION OF APPRECIATION
BUILDING BOARD MEMBER DEL WILSON**

WHEREAS, Del Wilson was a member of the Fox Point Building Board from 1988 to 2020;

WHEREAS, Del Wilson's wisdom, patience, sense of fairness, professional talents, leadership, and sheer perseverance were valued by all members of the Building Board, Village Staff, and Village Board;

WHEREAS, Del Wilson's service to the community has earned the gratitude and recognition of the Village of Fox Point;

WHEREAS, Del Wilson'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 **Del Wilson** for his service.

PASSED AND ADOPTED this 9th day of June 2020.

Douglas H. Frazer
Village President

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

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION 2020-____

**RESOLUTION OF APPRECIATION
HISTORIC PRESERVATION COMMISSION MEMBER CHRISTEL MAAS**

WHEREAS, CHRISTEL MAAS was a member of the Fox Point Historic Preservation Commission from 2005 to 2019;

WHEREAS, CHRISTEL MAAS' wisdom, sense of fairness, and leadership were valued by all members of the Historic Preservation Commission, Village Staff, and Village Board;

WHEREAS, CHRISTEL MAAS service to the community has earned the gratitude and recognition of the Village of Fox Point;

WHEREAS, CHRISTEL MAAS devoted and diligent service to the Village of Fox Point will be missed by all she served;

NOW THEREFORE, BE IT RESOLVED that the Village Board of the Village of Fox Point extends its sincere thanks to **CHRISTEL MAAS** for her service.

PASSED AND ADOPTED this 9th day of June, 2020.

Douglas H. Frazer
Village President

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

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION 2020-____

**RESOLUTION OF APPRECIATION
BUILDING BOARD MEMBER MICHAEL A. WEST**

WHEREAS, Michael A. West was a member of the Fox Point Building Board from 1990 to 2020;

WHEREAS, Michael A. West's wisdom, patience, sense of fairness, professional acumen, leadership, and perseverance were valued by all members of the Building Board, Village Staff, and Village Board;

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

WHEREAS, Michael A. West'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 **Michael A. West** for his service.

PASSED AND ADOPTED this 9th day of June 2020.

Douglas H. Frazer
Village President

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

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION 2020-____

**RESOLUTION OF APPRECIATION
BOARD OF APPEALS MEMBER
AND
PLAN COMMISSION MEMBER
DONALD ZIEN**

WHEREAS, Don Zien was a member of the Fox Point Board of Appeals from 2007 through March 2020, and served as Chair after May 2017;

WHEREAS, Don Zien was a member of Fox Point Plan Commission from 2015 through March 2020;

WHEREAS, Don Zien's wisdom, sense of fairness, and leadership were valued by all members of the Board of Appeals, Plan Commission, Village Staff, and Village Board;

WHEREAS, Don Zien's service to the community has earned the gratitude and recognition of the Village of Fox Point;

WHEREAS, Don Zien'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 **Don Zien** for his service.

PASSED AND ADOPTED this 9th day of June 2020.

Douglas H. Frazer
Village President

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

JOINT NORTH SHORE LIBRARY

Village of Bayside

Village of Fox Point

City of Glendale

Village of River Hills

- ▶ Current agreements have not been administered fully and properly in the past
- ▶ Managers, Administrator, and Library Director worked for 10 months to develop a new agreement
- ▶ New agreement within the communities to review the formula and clean up outdated items
- ▶ Similar to other North Shore agreements
- ▶ New agreement for building lease due to anticipated renovations

NEW LIBRARY AGREEMENT

- ▶ Glendale owns the current building and would like to include rent in the formula calculation
- ▶ Other communities do not agree with this philosophy of rent for Glendale at this time
- ▶ CAM Charges on the building continue to increase (currently \$51,000)
- ▶ Library has been utilizing fund balance annually to be fiscally solvent
- ▶ Unable to stay competitive with wages

CHALLENGES

- ▶ Glendale Rent Credit in current proposal - \$4,977,786
- ▶ Fox Point Rent Proposal at current market rate $-\$7,700,000 \times 50\% = \$3,850,000$

66 YEARS OF RENT

OFFICE SPACE FOR LEASE AND PROPERTY FOR SALE



WASHINGTON SQUARE
PORT WASHINGTON RD. & GOOD HOPE RD., GLENDALE, WI



ADDRESS:
7545 N. Port Washington Rd., Glendale,
WI 53217

PROPERTY DETAILS:
Property Size- 0.84 Acre
Building Size- 14,462 SF
Zoning- G2 Commercial

AVAILABLE FOR LEASE:
First Floor NE Suite- 1,788 SF
First Floor SW Suite- 1,021 SF
Second Floor NE Suite- 1,187 SF
Second Floor SE Suite- 1,550 SF
Lower Level SE Suite- 750 SF
Lower Level NW Suite- 1,000 SF

PRICE:
Lease Rate \$11-\$15/SF MG
Sale Price \$899,000

TAXES (2017):
\$ 21,872.97

ASSESSED VALUE:
Land \$370,000
Improvements \$425,100
Total \$795,100

ADDITIONAL INFORMATION:

Constructed in 1976, Washington Square is located along the west side of North Port Washington Road in Glendale, WI. This property is on a bus line and offers convenient access to Interstate 43 via Good Hope Road, as well as +/-50 surface parking stalls for tenants and visitors.

700 W. VIRGINIA STREET, SUITE 302
MILWAUKEE, WI 53204
VISIT US AT: WWW.EDG18.COM

FOLLOW US ON:
LinkedIn, Facebook,
& Twitter

YONI ZV
414.448.135
YZVI@EDG18.COM

OFFICE SPACE FOR LEASE AND PROPERTY FOR SALE

OPPORTUNITY

- ▶ All communities contribute based on the formula in the new agreement for the purchase of the building
- ▶ Building owned and operated by the North Shore Library Board
- ▶ Building located closer to Fox Point and Bayside
- ▶ Building is the same distance for River Hills

PURCHASE BUILDING

- ▶ Portion all four communities own is split based on prior formula and distributed to the communities
- ▶ Glendale is able to sell its portion and keep the revenues

SALE OF CURRENT SPACE

- ▶ Negotiated formula by North Shore Managers and Administrator
 - ▶ 10% equal split
 - ▶ 90% population
 - ▶ Apply Credits
 - ▶ Credit for Bayside for fiscal agent
 - ▶ Credit for River Hills for Maintenance
 - ▶ NO Credit for Rent
- ▶ New Formula is for General and Capital Expenses

NEW FORMULA

2020 Proposed with new building

	Total net contribution	New Formula %	2019 Formula %
Glendale	\$465,588	49.59%	50.10%
River Hills	\$68,301	7.27%	6.26%
Fox Point	\$254,016	27.05%	26.37%
Bayside	\$151,047	16.09%	17.27%
	\$938,952	100.00%	100.00%

2019 NS Managers/Administrator

	Total net contribution	New Formula %	2019 Formula %
Glendale	\$389,533	41.49%	50.10%
River Hills	\$79,823	8.50%	6.26%
Fox Point	\$292,248	31.13%	26.37%
Bayside	\$177,348	18.89%	17.27%
	\$938,952	100.00%	100.00%

- ▶ What does this do to the general budget?
 - ▶ Reduce non-personnel expenses CAM Charges \$51,000
 - ▶ Increase personnel expenses without using fund balance
- ▶ Ultimately – Fiscally Solvent North Shore Library

BUDGET

- ▶ \$900,000 – Purchase Price
- ▶ \$4,000,000 – Renovation
 - ▶ Total Split by Percentage
 - ▶ Bayside \$627,387
 - ▶ Fox Point \$1,055,078
 - ▶ Glendale \$1,933,859
 - ▶ River Hills \$283,693
 - ▶ Foundation \$1,000,000
- ▶ Save on transition costs for temporary space and storage
- ▶ No Library Closure
- ▶ Quicker time frame for completion
- ▶ Better and safer parking lot

CAPITAL BUDGET

- ▶ Elected Officials direct the Managers/Administrator to work through this option.
- ▶ Presentation to the North Shore Library Board and Foundation
- ▶ Update to respective Boards/Council for buy-in

PROPOSED NEXT STEPS

QUESTIONS

Several white lines of varying lengths and slopes are positioned in the bottom right corner of the slide, creating a modern, abstract graphic element.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL AND RE-CREATE CHAPTER 770 OF
THE VILLAGE OF FOX POINT VILLAGE CODE CONCERNING
ELECTRICAL STANDARDS**

WHEREAS, the State of Wisconsin has made numerous amendments to State administrative rules regarding Building and Electrical Codes; and

WHEREAS, on or about December 23, 2019 the Wisconsin Department of Safety and Professional Services notified the Village of Fox Point Building Inspector that the Village Electrical Code does not comply with certain State regulations and should be amended; and

WHEREAS, the Village of Fox Point Village Board hereby intends to update the Village Code according to the recommendations of the Village Building Inspector and to satisfy the requirements of the Wisconsin Department of Safety and Professional Services.

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

SECTION 1: Chapter 770 of the Village of Fox Point Village Code entitled, "Electrical Standards," is hereby repealed and re-created as depicted in Exhibit A that is attached hereto and incorporated herein by reference.

SECTION 2: SEVERABILITY

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

SECTION 3: EFFECTIVE DATE

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

Dated this _____ day of _____, 20____.

Village of Fox Point

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk/Treasurer

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EXHIBIT A

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Chapter 770

Electrical ~~Standards~~

[HISTORY: Adopted by the Village Board of the Village of Fox Point as Ch. 13 of the 1961 Code.
Amendments noted where applicable.]

GENERAL REFERENCES

Building construction—See Ch. 756.

Fires and fire prevention—See Ch. 781.

Plumbing—See Ch. 825.

§770-1 Title.

This chapter shall be known as ~~the "The~~ Electrical Code of the Village of Fox Point-" and will be referred to in this chapter as "this code" or "this chapter."

§770-2 Purpose.

The purpose of the Electrical Code is to safeguard life and property by regulating and providing for the inspection of the installation and condition of electrical wiring, equipment and devices, and providing for the licensing of persons, firms and corporations undertaking electrical work, and fixing a penalty for violation of the provisions of the Electrical Code.

§770-3 Electrical Inspector.

- A. The office of Electrical Inspector may be held by the Building Inspector. An Electrical Inspector, appointed by the Village Board, shall act as head of this department, performing such inspection and other duties as the Village Board may direct from time to time. **[Amended 11-11-2014 by Ord. No. 2014-08]**
- B. Duties of the Electrical Inspector. The Electrical Inspector shall have the general management and control of all matters pertaining to electrical inspection and shall enforce all state laws and Village ordinances relating thereto. ~~Where requirements of the state laws and regulations and the provisions of the Electrical Code conflict, the stricter requirements shall govern.~~
- C. Rights of entry. The Electrical Inspector or his authorized agent shall have the power and authority at all reasonable hours, for any proper purpose, to enter any public or private building or premises in the discharge of his official duties, or for the purpose of making any inspection or test of the electrical wiring, equipment or devices contained therein. The Inspector or his agent shall be given prompt access to any premises upon request made to the owner or person in immediate charge of the premises.
- D. Records. There shall be kept in the Department of Electrical Inspection a complete record of all applications and permits, regularly numbered in the order of their issue, of all inspections made, and other official work performed under the provisions of the Electrical Code, so arranged as promptly to

afford information concerning electrical installation.

§770-4 Assistance of other officials.

It shall be the duty of all police officers to report at once to the Electrical Inspector any buildings within their respective districts at which electrical work is being done without a permit as required by this chapter. It shall be duty of other Village enforcement officers to cooperate with the Electrical Inspector in the enforcement of this chapter.

§770-5 ~~State Code adopted~~ Wisconsin Administrative Code adopted.

Wisconsin Administrative Code Chapter SPS 316 is hereby adopted and made part of this Chapter by reference as if set forth fully herein. Any future additions, amendments or renumbering to such regulations are incorporated herein, to secure uniform statewide regulation. ~~The Wisconsin State Electrical Code is hereby made, by reference, a part of this chapter. A copy of the Wisconsin State Electrical Code is on file in the office of the Building Inspector. In case of conflict between the State Electrical Code and this Electrical Code, the more stringent requirement shall apply.~~

~~§770-6 (Reserved).~~

~~§770-7-6 Electrical license required.~~

[Amended 5-13-2014 by Ord. No. 2014-05]

No person shall alter, install or repair electrical wires, equipment or devices for any purpose in the Village of Fox Point without first having procured a license or registration per Wisconsin Statutes §101.862, subject to the exceptions noted therein. A license or registration issued by the State of Wisconsin Department of Safety and Professional Services is also required for a residential property owner who installs, repairs, or maintains electrical wiring on premises that the property owner owns and/or occupies as a residence.

§770-8-7 Permits.

(1)

(a) Except for an electrical wiring project described in s.101.875 (2), Stats., and as provided in par.(b), no electrical wiring project may commence unless the owner of the premises where the installation is to occur or their agent holds a permit from the designated inspection agency if the project involves the installation of new or an addition to any electrical service, feeder, or branch circuit serving any of the following:

1.A farm.

2.A public building, structure, or premises.

3.A place of employment.

4.A campground.

5.A manufactured home community.

6.A public marina, pier, dock, or wharf.

7.A recreational vehicle park.

(b) Under emergency conditions, the necessary electrical wiring may commence without obtaining a permit, provided the owner of the premises where the installation is to occur or their agent submits a permit application to the inspection agency designated by the department to provide electrical inspections for the installation no later than the next business day after commencement of the installation.

(2) The application for a permit required under sub. (1) shall contain all of the following information:

(a) The name of the applicant.

(b) The name of the building or property owner.

(c) The location of the electrical wiring installation.

(d) The scope and extent of the electrical wiring installation.

(e)

Commented [1]: Editor's Note: Former § 770-6, Definitions, as amended, was repealed 8-12-2014 by Ord. No. 2014-06. Original Sec. 13.07, Electrical license, which immediately followed this section, was repealed 11-11-2014 by Ord. No. 2014-08.

- 1.The name of the person responsible for the installation.
- 2.The name and license number of the master electrician, residential master electrician, or registered master electrician under s. SPS 305.437 responsible for the installation, unless exempted under s.101.862 (4), Stats.

(3)
(a)The issuing inspection agency shall indicate on the electrical permit the date of issuance.

(b)A permit required under sub. (1) shall expire 12 months after the date of issuance, if installation of the electrical wiring has not commenced.

~~A.— Permits required. No person shall alter, install, or repair electrical wires, equipment, or devices for any purpose whatsoever in the Village of Fox Point (except as hereinafter provided) without first having procured a permit from the Electrical Inspector.~~

~~B.— Application for permits. Application for an electrical permit shall be made in writing upon blank forms to be furnished by the Electrical Inspector. The form shall be made out in full and shall describe the nature of the work as well as such other information as may be required.~~

~~§770-9 Permit exceptions.~~

~~[Amended 5-13-2014 by Ord. No. 2014-05]~~

~~The electrical permit regulation of this chapter shall not apply to the following:~~

~~A.— The installation, alteration, or repair of electrical generation, transmission, or distribution equipment owned and operated by an electrical public utility company.~~

~~B.— The installation, alteration, or repair of signal or communication equipment where such equipment is owned and operated by a public utility company.~~

~~C.— Any work in ships, railway cars, trailers, trolleys, buses, aircraft, automobiles, tractor or trailer houses.~~

~~D.— Any work in connection with electrical equipment used for radio and television transmission, but not including supply wires to such equipment.~~

~~E.— Any work involved in the manufacturing or testing of electrical equipment or apparatus, but not including any permanent wiring or equipment.~~

~~F.— Any work associated with the following:~~

~~(1) The repair of plug-connected electrical equipment or devices.~~

~~(2) Permanently connected electrical appliances which have been electrically and mechanically disconnected and separated from all sources of electrical supply. The opening of switches or the blowing or removal of fuses shall not be considered electrical or mechanical disconnection or separation.~~

~~(3) The installation or replacement of approved fuses which are not oversize for the circuit involved.~~

~~(4) The installation or replacement of plug connected portable appliances which do not overload the circuit involved and are not located in hazardous locations.~~

~~G. Portable devices such as grinders, drills, portable signs, washing machines, vacuum cleaners, radios, television sets and similar devices not permanently wired to but intended to be connected to the circuit by flexible cord and plug and not in conflict with the Electrical Code.~~

§770-8 Permit fees.

The applicable fees as described in Chapter 63 of this Code shall be paid to the Village of Fox Point prior to the issuance of an electrical permit or at such later date as determined by the Electric Inspector.

§770-10-9 Temporary and emergency work.

A. ~~Temporary work.~~ On applying for a permit for temporary work, a specified period of time during which such wiring is to remain in service must be stated, but not exceeding 90 days. Service shall be ~~cut-off/disconnected~~ at the end of this period and shall not again be connected without ~~written~~ permission from the Electrical Inspector. For buildings where conduit wiring is required, special permits are required for temporary work ~~may be granted by the Electrical Inspector for the installation of open-work~~ and exposed wiring, lights, power for building operations, display, decorative lighting, etc., for use for a limited period, subject to discontinuance and complete removal at expiration, and to condemnation and revocation within such period.

~~B. Emergency work. In emergency work, the person doing or causing such work to be done shall report the same to the Electrical Inspector immediately after beginning work, and such work shall be done in accordance with the provisions of the Electrical Code.~~

§770-11-10 Inspections.

(1) Except as provided under s. 101.875 (2), Stats., electrical wiring installations shall be subject to inspection.

Note: See s. SPS 320.10 regarding the inspections for the construction of new one- and 2- family dwellings.

(2) Inspections of electrical wiring installations described under s. SPS 316.012 (1) (a) shall be conducted by a certified commercial electrical inspector.

Note: See s. SPS 305.62 for certification provisions for commercial electrical inspectors.

(3)

(a) The building owner or their agent shall notify the inspection agency designated by the department to provide electrical inspections when the electrical wiring installation is ready for inspection.

(b) Except as provided in par. (c), to facilitate inspection all of the following shall apply:

1. Electrical wiring shall remain accessible and exposed for inspection purposes.

2. Electrical wiring may not be energized.

(c)

1. The concealment or energizing of electrical wiring, other than an electrical service, may proceed if inspection has not been completed within 2 business days after notification is received or as otherwise agreed between the wiring installer and the designated inspection agency providing the inspection.

2. The notification that an electrical wiring installation is ready for final inspection shall be made to indicate when all electrical fixtures, outlets and face plates are in place and the installation or that portion of the installation is energized.

(d)

1. If upon inspection, it is found that the installation is in compliance with this chapter, the certified inspector shall approve the installation prior to concealment or energizing of the electrical wiring.

Commented [2]: Editor's Note: Original § 13.10, Permit fees, amended by Ord. No. 2008-07, which immediately followed this section, was repealed 12-13-2011 by Ord. No. 2011-12. See now Ch. 63, Fees, § 63-7, Electrical Code fees.

2. If upon inspection, it is found that the installation is incomplete or not in compliance with this chapter, orders to correct shall be issued. An order may include the condition that the electrical wiring is to remain unconcealed and non-energized until re-inspected.

A. ~~Inspection required. Upon the completion of the wiring in or on any building, and before any wiring is to be hidden from view, it shall be the duty of the person, firm or corporation doing the same to notify the Electrical Inspector, in writing and he shall inspect the installation after such notice is received. If, upon inspection, it is found that the installation is in compliance with the Electrical Code and with the Wisconsin State Electrical Code and does not constitute a hazard to life or property, he the Electrical Inspector shall approve the same and authorize concealment of the wiring or authorize connection for electrical service. If the installation is incomplete or not strictly in accordance with applicable codes, the Electrical Inspector shall issue orders to the person installing the same to remove all hazards and make the necessary changes or additions within seven thirty days. In the event that corrections are not made within the specified time, the Electrical Inspector may request the Building Inspector to stop all work on the premises until such time as all lawful orders of the Electrical Inspector are complied with, or he may order discontinuance of service as set forth in §770-12. Reinspections shall be made as stipulated in §63-7C.~~

B. ~~Final inspection. Upon the completion of any building, structure, equipment, or construction for which a permit was issued and before the same is occupied or used, a final inspection shall be made by the Electrical Inspector and until such building, structure, or equipment is in compliance with all the requirements of the Electrical Code and the Wisconsin State Electrical Code and terms of the permit, no occupancy shall be maintained. [Amended 11-11-2014 by Ord. No. 2014-08]~~

C. ~~Periodic inspections. The Electrical Inspector shall periodically visit and inspect all buildings and premises, especially those occupied by the public such as places of amusement and places of assemblage, and make a thorough examination of all the electrical wiring, equipment and devices installed, and when found to be in a dangerous or unsafe condition, he the Electrical Inspector shall notify the person owning, using, operating or installing same to place them in a safe condition. The necessary repairs or changes shall be completed within 15 days after the receipt of such notice; each day which shall expire after the expiration of said period shall constitute a separate offense, and the Electrical Inspector is hereby authorized to order the discontinuance of electrical service to such defective electrical system until it shall have been repaired, removed or changed as directed by the Electrical Inspector. Failure to obey any such order shall subject the person failing to make such disconnection to the penalties herein provided.~~

D. ~~Certificate of inspection. Upon acceptance of work by the Electrical Inspector, he shall note approval on a placard posted on the premises. Until such time as this approval is posted, no work requiring inspections shall be concealed. Current shall not be turned on any electrical installation until a certificate of inspection has been issued by the Electrical Inspector. However, in occupied buildings where a permit for lighting fixtures has been issued, the Electrical Inspector may authorize the installation of meters for electrical service after wiring has been inspected and approved.~~

§770-12-11 Authority to discontinue electrical operation.

The Electrical Inspector shall have the authority to order the ~~cutting off~~ disconnection of all electrical

current from any electrical system which is found to be in an unsafe condition, and to order the ~~cutting-off~~disconnection of electrical current in cases of emergency and where such electrical currents are dangerous to life or property or may interfere with the work of the Fire Department. No person shall reconnect any equipment ~~thus cut-off~~ until permission is given by the Electrical Inspector.

§770-13-12 Appeal from decision of Electrical Inspector.

Any person feeling aggrieved by any order or ruling of the Electrical Inspector may appeal to the Board of Appeals in accordance with the rules of the Board of Appeals. After hearing such appeal, the Board of Appeals shall affirm, reverse, or modify the order or ruling of the Electrical Inspector as it determines proper on the evidence produced at the hearing. The order or ruling of the Electrical Inspector shall remain in full force and effect until reversed or modified by the Board of Appeals.

~~When the Electrical Inspector condemns all or part of the electrical installation in any building, the owner may within five days after receiving written notice from the Electrical Inspector file with the Village Clerk/Treasurer a petition in writing for review of said action of the Electrical Inspector. Upon receipt of the petition, the Board of Appeals shall, as soon as convenient, proceed to a hearing on whether said electrical construction complies with the Electrical Code, and within 24 hours after such hearing, shall make a written finding.~~

~~**§770-14-13 Conformity with codes.**~~
~~**[Amended 11-11-2014 by Ord. No. 2014-08]**~~

~~A. No certificates of inspection shall be issued unless the electrical light, power or heating installation and all other electrical apparatus connected with it are in conformity with the provisions of this chapter, the Electrical Code, the rules and regulations of the Wisconsin State Electrical Code issued by the Department of Safety and Professional Services of Wisconsin under authority of the state statutes and all amendments thereof and supplements thereto.~~

~~**§770-15 Approved materials.**~~

~~A. No electrical materials, devices or appliances shall be used or installed in the Village of Fox Point unless they are in conformity with the provisions of the Electrical Code, the Wisconsin Statutes and the rules and regulations issued by the Department of Safety and Professional Services of Wisconsin and the Public Service Commission of Wisconsin and all amendments thereof and supplements thereto under authority of the Wisconsin Statutes, and unless they are in conformity with approved methods of construction for safety to life and property. **[Amended 11-11-2014 by Ord. No. 2014-08]**~~

~~B. The maker's name, trademark or other identification symbol shall be placed on all electrical material, devices and appliances used or installed under the Electrical Code; also the rating in volts, amperes, watts, or horsepower, etc. to permit proper identification. Except as otherwise regulated in the Electrical Code, all electrical methods and materials shall comply with all laws, rules, orders and regulations of the State of Wisconsin and the Electrical Code issued by the Industrial and Public Service Commission.~~

~~**§770-16 (Reserved)**~~

~~**§770-17-13 Signs.**~~

A. Electrically illuminated signs shall not be hung or erected until after inspection and approval by the Electrical Inspector.

Commented [3]: Editor's Note: Former § 770-16, Installation regulations, as amended, was repealed 8-12-2014 by Ord. No. 2014-06.

~~B.—— Small socket signs may be connected to an existing lighting circuit, provided the total wattage of lighting circuit, together with socket sign, does not exceed 1,650 watts. A switch shall be installed within sight of sign to individually disconnect sign from a source of supply.~~

~~C.—— Vacuum and inert gas tube signs may be connected to an existing lighting circuit, providing the total wattage of the lighting circuit together with the wattage of transformer for this type of sign does not exceed 1,650 watts. The volt ampere rating of the transformer used in connection with this type of sign shall be considered as watts. A separate individual switch shall be installed to disconnect transformer from source of supply. This switch is to be of such type that it can be locked in the open position.~~

~~D.—— As applied to neon or gas tube signs, "portable" means less than 75 pounds in weight and less than 10 square feet over the largest surface, with all high tension wires and tube terminals within the sign enclosure property, and the tubes or lamps fastened only to and not extending beyond the sign surface or background. All portable gas tube signs shall have the metal enclosure grounded by a three-wire cord connected to a three-point receptacle, and the portable cord shall be limited to six feet in length. All gas tube signs not coming within the above definition of "portable" shall be wired in accordance with the Electrical Code rules and permits procured for each sign installed.~~

~~§770-18 Notching of girders, beams or joists.~~

~~Before any notching or cutting of girders, beams or joists is done, permission must be obtained from the Building Inspector.~~

§770-14 Violations and penalties.

Persons violating this chapter shall be subject to the penalty provisions of § 1-4 of the Code of the Village of Fox Point.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village Board

From: Scott A Botcher, Village Manager *SAB*

cc: Staff

Date: June 2, 2020

Re: Ordinance Entitled "Remote Meetings" and another allowing alternative meeting dates.

I will comment on both of these ordinances together. Neither is very difficult.

The first ordinance codifies our ability to hold remote meetings and lays out some guidelines for their usage.

The second ordinance allows the Village to pick alternative meeting dates. As you recall, there have been instances where we have had 1 minute meetings and then adjourn to a date following, usually in observance of a religious holiday. This will eliminate the need to do that as the Board can pick an alternative date by motion a month or so preceding an anticipated conflict and dispense with the 1 minute meeting.

Please call if you have any questions.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

AN ORDINANCE TO CREATE
SECTION 19-32 D. ENTITLED "REMOTE MEETINGS" OF THE
VILLAGE OF FOX POINT VILLAGE CODE
RELATED TO REMOTE MEETINGS
OF VILLAGE BOARDS, COMMISSIONS AND COMMITTEES

WHEREAS, the COVID-19 pandemic has affected the Village of Fox Point in various ways beginning in the Spring of 2020; and

WHEREAS, pursuant to certain emergency proclamations and declarations, the Village of Fox Point has allowed meetings of Village governmental bodies to be conducted remotely from time to time during the COVID-19 pandemic; and

WHEREAS, the Village experience with virtual meetings has been largely successful to date, with the public having ample opportunity to participate and the governing bodies having ample ability to accomplish the affairs of government; and

WHEREAS, since the Village exercise of emergency powers to allow remote conduct of meetings, some of the COVID-19 State and federal orders have expired or have been overturned; and

WHEREAS, the risks of the COVID-19 pandemic remain, as do the recommended containment measures including social distancing guidelines issued by federal, state, and local public health officials; and

WHEREAS, the risks of COVID-19 infection may not apply equally to all people, and not all people may be willing to accept the risks of infection that may arise from attendance at in-person meetings for the foreseeable future; and also, legitimate reasons for remote attendance at meetings are not necessarily limited to the COVID-19 pandemic; and

WHEREAS, allowing the chair of Village of Fox Point Village boards, commissions and committees to authorize remote attendance on a case by case basis will allow appropriate balancing of applicable issues, including the expected health risks at the time, the risk assessment of particular governing body members, the social distancing options available, the ability to obtain a quorum, the interest of the public in particular matters, the ability of the public to participate, and any applicable legal concerns, and thereby allow the affairs of government to continue in a manner that best protects the health, safety and welfare of the Village of Fox Point for the remainder of the COVID-19 pandemic and thereafter.

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 Committee," Section 19-32 entitled "Conduct of Meetings," subsection D. entitled "Remote Meetings" is hereby created as follows:

D. Remote Meetings. In exceptional circumstances as determined by the chair of the applicable Village board, commission or committee, meetings may be held remotely on a case by case basis as described herein. Remote meetings are only authorized when the chair determines significant health, safety, welfare, family or work circumstances warrant the remote meeting. Remote meetings are not authorized merely for convenience, or merely due to vacation, travel, or seasonal relocation of one or more governing body members. For meetings that include quasi-judicial action where due process must be provided, the chair must consult the Village Attorney before authorizing a remote meeting. Remote meeting options are as follows:

- (1) Remote Attendance. When a meeting is held in-person, the chair of the applicable board, commission or committee may allow any one or more members of the applicable governing body to attend the meeting by telephone or other electronic means, subject to the following. A governing body member seeking to attend remotely shall notify the Village Manager of this request, and the Village Manager shall notify the chair, and the chair's determination shall be final. Governing body members attending remotely shall have all powers of participation, including being counted in the quorum and having the opportunity to vote. Such attendance is only permitted if the technology is sufficient to allow the remote member to hear the proceedings, and to be heard in the meeting room. If visual information is presented at the meeting, the technology must allow the remote attendee to view what is presented or the remote attendee shall be prohibited from voting on the matter, as determined by the chair. No assurance is provided to any governing body member who would attempt to attend remotely that the technology will perform sufficiently to allow for their participation. If the circumstances leading to one or more governmental body member seeking to attend remotely are widely shared by others in the general public, the chair should consider providing a similar remote attendance option for the general public, that is provided to citizens in a timely manner as part of the meeting agenda notice.
- (2) Virtual Meeting. Upon direction of the chair of a Village board, commission or committee on a case-by-case basis, such governing body may conduct an entirely virtual meeting, in which no member of the governing body is present at Village Hall, subject to the following. Governing body members attending virtually shall have all powers of participation, including being counted in the quorum and the opportunity to vote. If visual information is presented at the meeting, the technology must allow the remote attendees to view what is presented or the remote attendees shall be prohibited from voting on the matter, as determined by the chair. In the event of meetings held entirely by virtual means, the public shall be given access to the virtual meeting platform, and information about remote access to the meeting shall be provided to citizens in a timely manner as part of the meeting agenda notice. Best efforts shall be used to ensure that members of the public lacking access to the virtual meeting platform are provided alternative reasonable methods to attend.

SECTION 2: SEVERABILITY.

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

SECTION 3: EFFECTIVE DATE.

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

Dated this _____ day of _____, 2020.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

Published and/or posted this _____ day of _____, 2020.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

BYLAWS AMENDMENT NO. _____

BYLAWS OF THE VILLAGE BOARD

OF

VILLAGE OF FOX POINT

TO ALLOW ALTERNATIVE REGULAR MEETING DATES

(Adopted August 10, 1971)

(Repealed and Recreated August 16, 2011)

(Amended _____, 2020)

WHEREAS, Wisconsin Statutes Section 61.32 directs that regular meetings of the Village Board shall be held at such time as may be prescribed by the Village Board's bylaws; and

WHEREAS, on or about August 10, 1971, the Village of Fox Point Village Board adopted Village Board Bylaws, and such Bylaws were amended on or about August 16, 2011; and

WHEREAS, the Village Board bylaws establish a regular Village Board meeting date to be the second Tuesday of the month at 7:00 p.m.; and

WHEREAS, from time to time it is necessary or appropriate for regular Village Board meetings to be conducted on dates other than the second Tuesday, and at times other than 7:00 p.m., due to holidays or for other good cause.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, that the Village Board Bylaws, Article I entitled "Meetings" Section A1001-1 is hereby amended as follows:

§ A1001-1. Regular meetings. The regular meetings of the Village Board shall be held at 7:00 p.m. on the second Tuesday of each month, provided that a regular meeting may be held on another day or at another time pursuant to motion duly adopted by the Village Board.

Except as modified herein, the Village Board Bylaws existing at the time of adoption of this amendment remain unchanged.

Dated this _____ day of _____, 2020.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

Published and/or posted this _____ day of _____, 2020.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village Board

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

Through: Scott Botcher, Village Manager 

Date: June 2, 2020

Re: 2020 Fall Election Absentee Ballot Marketing and WEC Updates

PARTISAN PRIMARY ABSENTEE DOOR HANGERS

Village of Fox Point continues to work to reach all of our voters regarding 2020 safe voting. The clerk's office has created a template for a door hanger to reach all the homes in Fox Point with information regarding absentee voting for the 2020 Partisan Primary. Due to the COVID-19 crisis, our method to ensure safe voting in our community must also change.

The village clerk's office is proposing the attached two-sided door hanger. Our goal is to reach our voters prior to the August 11, 2020 Partisan Primary Election. The clerks have a small window of time to send the template to the printers and make sure it reaches all the residents via our DPW crew.

The clerk's office deadline for mailing absentees on file is June 25, 2020. Due to this deadline, the door hangers should be prepared and delivered to every resident as soon as possible to reach our voters with plenty of time.

Two literature boxes will be added outside of village hall. One box will hold absentee applications and the other literature box will hold voter registration forms. The intent is to reach voters who either have no internet access or prefer not to come into the building during COVID-19. The boxes will be located on the building next to the posting boards at village hall.

STATE ELECTIONS COMMISSION – ABSENTEE VOTER INFORMATION PROGRAM

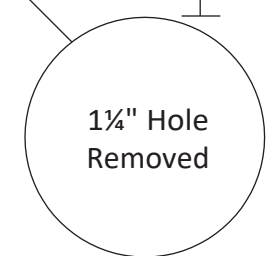
At the State Elections Commission meeting on May 27, 2020, the Commission approved a mailing to assist voters who wish to vote absentee by mail in the November Fall General Election because of the COVID-19 crisis. Their intent is to provide the voters information early to reduce the number of absentee applications that clerks must enter. The clerks will not be performing the data entry of the applications that are returned.

The state's proposed design is an information page describing: (1) the legal requirements to vote absentee by mail in the State of Wisconsin; (2) the process to request an absentee ballot online at the My Vote Wisconsin website, (3) the process to request an absentee ballot by paper form, and 4) information on the standard voting opportunities outlined in Wisconsin state law including in-person absentee and Election Day. The letter will also contain an opportunity for voters to use a paper process to make their request. Finally, the mailing will include a pre-addressed business reply envelope so voters may return the paper form if desired, at no cost to the voter.

The mailing design will be approved by the Commission, and shared with clerks, before it is sent. The estimated mailing date is no later than September 1, 2020.

STATE ELECTION COMMISSION-MAIL TRACKING BARCODES AND ABSENTEE IMPROVEMENTS

With Commission's support, a work group of Wisconsin Municipal Clerks, the Wisconsin Election Commission Staff and USPS have been working together to create mail tracking Intelligent Mail Barcodes (IMB's) and absentee improvements. IMBs are scanned by the United States Postal Service processing centers and post offices while the ballot is in route to the voter. Clerks will have access to the status and location of the ballot in the voter system. Voters will have access to this new USPS information in My Vote, during the week of June 15th.



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VILLAGE OF FOX POINT
Telephone: 414-351-8900
2020 PARTISAN PRIMARY
INFORMATION

**"WE NEED YOU TO HELP ON ELECTION
DAY! CALL THE VILLAGE."**

The Village of Fox Point Clerk's Office is in the process of preparing for the 2020 Fall Elections. The village wants to give you as many tools as possible to vote in the fall elections. Therefore, the following is election information regarding **absentee voting** for the upcoming August 11, 2020 Partisan Primary Election:

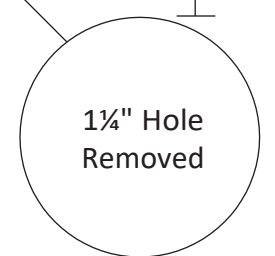
**NOTE: PHOTO ID "MUST" BE PROVIDED TO
RECEIVE AN ABSENTEE BALLOT**

ABSENTEE VOTING OPTIONS:

1. Visit myvote.wi.gov to request an absentee ballot and provide a photo ID, if not previously submitted. Click on the tab "Vote Absentee". Enter voter's first name, last name and date of birth. Follow the absentee ballot request instructions as you proceed.
2. Stop in at the Village Hall at 7200 N. Santa Monica Blvd. to pick up a Wisconsin Application for Absentee Ballot located on the side of the village hall building. Fill out all the information and attach a copy of your photo ID. Photo ID examples:
 - a. WI Driver License
 - b. WI State ID
 - c. United States Passport
 - d. Military ID



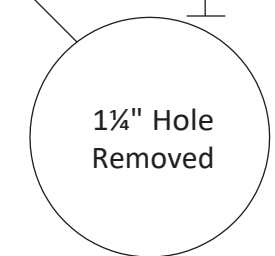
CUT LINE



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3. Visit the village website at <https://villageoffoxpoint.com> to fill out a Wisconsin Application for Absentee Ballot at: <https://www.villageoffoxpoint.com/309/Absentee-Early-Voting>, under the "Forms" heading. Submit with copy of photo ID, by mail or in the village drop box at 7200 N Santa Monica Blvd.
4. Visit the Wisconsin Election Commission website at: <https://elections.wi.gov/forms/EL-121-english> to fill out an absentee ballot request and submit with a copy of your acceptable photo ID, either by mail or at the village hall drop box, 7200 N Santa Monica Blvd.
5. Make an in-person absentee voting appointment by contacting the village clerk's office at: 414-351-8900. Please be courteous to all residents and staff by calling prior to make the appointment. The clerk's office staff needs ample time to thoroughly clean between appointments. In-person absentee voting appointments will be offered during office hours, beginning on July 27, 2020 and ending on August 7, 2020. Clerk's office hours: M-Th, 8:00 a.m. until 4:00 p.m. and Friday, July 31, 2020 8:00 a.m. until noon. (** **Extended hours: Thursday, August 6, 2020 from 8:00 a.m. until 5:00 p.m. and Friday, August 7, 2020 from 8:00 a.m. until 5:00 p.m. ****)

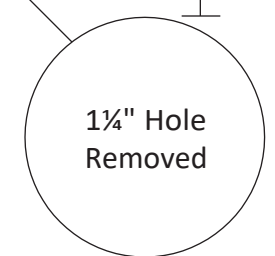
CUT LINE



1¼" Hole
Removed

Safe Print Area
3" x 6.25"

CUT LINE



1¼" Hole
Removed

Safe Print Area
3" x 6.25"



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village Board
From: Scott A. Botcher 
cc: Department Heads
Date: June 4, 2020
Re: Village Capital Plan

As in years past, staff has developed a five-year capital plan for the Village. This work product is a plan; it is not a budget, it is not a commitment, nor is it a financing plan. This document reflects our staff's best estimate of potential capital needs from 2021-2025, as well as significant capital expenditures which might be forthcoming in closely subsequent years (generally 2026-2030).

To be clear, some of these capital items may appear in the Manager's proposed FY 2021 budget and a number will not. This plan exists simply to give you and the public a framework of identified capital potentialities in the forthcoming years.

We recognize the pool has not been included in this plan. This was done purposefully as there have been and will continue to be distinct and detailed policy and financial discussions as it relates to the pool.

The other item not included in this capital plan is the North Shore Library. This has been excluded as there appears to be a lack of clarity as to where this project will be headed as of this date, so estimating with any accuracy is difficult at best and wildly inaccurate at worst.

Please feel free to contact me prior to the meeting should you have any questions or require any additional detail. Thank you.

LONG TERM CAPITAL FUND (DRAFT)



2021

Police	Technology	Server Replacement	End of Lifespan (5 years) - Includes attached storage array	2016	\$ 15,000
Police	Vehicle	Squad Car	Vehicle at end of lifespan. (1503)	2017	\$ 48,335
Police	Technology	Dispatch Capital Costs	Dispatching agreement with Village of Bayside	Contract	**
Police	Technology	Speed Trailer	End of life, replacement with variable message board	2009	\$ 17,000
Police	Equipment	Evidence Fume Hood	Downflow ductless fume hood to process evidence	New	\$ 4,900
Administration	Technology	Server Replacement	Replace Village Hall Server	2014	\$ 14,000
Administration	Technology	IT Upgrades	Upgrade the Board room IT/Microphones	New/2014	\$ 20,000
Clerk-Treasurer	Election Equipment	(2) Express vote Device	Automark (2) are 15 years old and weakening	2006	\$ 7,320
DPW	MISC	Miscellaneous consultant tasks	Capital account in place to assist with engineering reviews of applications	NA	\$ 15,000
DPW	DPW	DPW Yard	DPW Yard - pave remaining yard, modify storage areas and add cold storage	50+ years	\$ 450,000
DPW	DPW	Play ground Equipment	Spooner & Indian Creek		\$ 65,000
DPW	FORESTRY	EAB management	Manage ash in the Village - treatments, removals, plantings and administration (post 8 year)	Varies	\$ 75,000
DPW	FORESTRY	Annual tree planting	Routine tree removals and plantings	Varies	\$ 15,000
DPW	FORESTRY	Diseased elm removal	Remove diseased elms in the Village ROW	Varies	\$ 15,000
DPW	SIGNS	Sign replacement	Replace signs to comply with the retroreflectivity requirements	20+ years	\$ 15,000
DPW	STREETS	Lake Dr. patching	Increased patching activities along Lake Dr. (may merit a mill and overlay until DOT work)	20+ years	\$ 50,000
DPW	ROADS	Pavement grinding	Grind elevated surfaces in areas of the Village	NA	\$ 10,000
DPW	ROADS	Design Road Reconstruction	Design for Blackhawk, Bradley, Coleman & Daisy reconstruction		\$ 130,000
DPW	ROADS	Road Reconstruction	Reconstruct Goodrich, Regent (Bradley to Dean), Yates (Santa Monica to Yates)		\$ 570,000
DPW	ROADS	Construc Mgmt Road Reconstruction	Construction Management for Goodrich, Regent (Bradley to Dean), Santa Monica (School to Yates)		\$ 60,000
DPW	EQUIPMENT	#123 MOWER TRAILER	REPLACE THE MOWER TRAILER	1992 / 25-30 years	\$ 6,000
DPW	EQUIPMENT	#4 DUMP 5 cu. Yd. W/ACCES.	REPLACE A 5 cu. Yd. DUMP TRUCK W/11' PLOW, WING & SPREADER	2010 / 11 years	\$ 180,000
DPW	EQUIPMENT	Garbage carts	If curbside pickup of rubbish happens, cost for carts to residents (5000 carts)	NEW ITEM	\$ 250,000
DPW	EQUIPMENT	Garbage Packer	Packer for curbside rubbish pickup (2)	NEW ITEM	\$ 540,000
DPW	STORM	Storm analysis	Portage & Lake Drainage Analysis		\$ 25,000
SEWER	INFRASTRUCTURE	Relocation	Relocation of Sanitary Sewer on Beach Drive		\$ 700,000
STORM	STORM	Shoreline	Beach nourishment project along the shoreline		\$ 1,800,000
SEWER	INFRASTRUCTURE	Manhole adjustments	Adjust manholes during street reconstruction projects	25 years	\$ 17,000
SEWER	INFRASTRUCTURE	Sewer and manhole rehab	Rehabilitation of the sewer and manholes in Basin No. 2	30-90 years	\$ 125,000
SEWER	INFRASTRUCTURE	Sewer and manhole rehab	Rehabilitation of the sewer and manholes in Basin Nos. 3, 6 & 9	30-90 years	\$ 190,000

SEWER	INFRASTRUCTURE	Lateral rehab	Rehabilitation of the private property laterals in Basin Nos. 2 & 3	30-90 years	\$ 160,000
SEWER	INFRASTRUCTURE	Televising	Televise sanitary sewers in the Village to confirm conditions	30-90 years	\$ 15,000
STORM	MAINTENANCE	Sewer Assessments	Storm sewer assessments		\$ 30,000
STORM	MAINTENANCE	Indian Creek management	Maintenance of invasives and reestablishment of native plantings in Indian Creek	10 years	\$ 13,500
STORM	INFRASTRUCTURE	SWMP recommendation	Dry well alternatives for sixteen hot spot locations		\$ 71,750
STORM	INFRASTRUCTURE	Storm replacement	General storm sewer improvements as needed; INCREASE FROM \$25,000 DUE TO CONDITION OF PIPES	40-90 years	\$ 50,000
STORM	INFRASTRUCTURE	Televising/assessment	Televise storm sewer pipes to develop an assessment and replacement program	40-90 years	\$ 25,000
STORM	ROADS	Design Storm Water Road Reconstruction	Design for storm water on Blackhawk, Bradley, Coleman, and Daisy		\$ 30,000
STORM	ROADS	Road Reconstruction Storm Water	Reconstruction of storm water for Goodrich, Regent (Bradley to Dean), Santa Monica (School to Yates)		\$ 460,000
STORM	EQUIPMENT	Construc Mgmt Storm Water Road Reconstruction	Construc Mgmt of storm water for Goodrich, Regent(Bradley to Dean), Santa Monica (School to Yates)	1956 / 63 YEARS	\$ 50,000
STORM	INFRASTRUCTURE	#130 END-WALL TRAILER	REPLACE THE END WALL TRAILER		\$ 6,000
STORM	EQUIPMENT	Drainage improvements	7000 block of Fairchild Cr; rough estimate at about \$250/ft plus construction inspection costs		\$ 50,000
WATER	EQUIPMENT	#16 WATER SERVICE TRUCK	REPLACE THE WATER UTILITY SERVICE TRUCK 1-TON 4X2 W/CRANE	2007 / 14 years	\$ 75,000
STORM	STORM	STORM by water	Storm by water drainage analysis		\$ 25,000
WATER	ROADS	Design Water Road Reconstruction	Design improvements for Blackhawk, Bradley, Coleman and Daisy	40 years	\$ 70,000
WATER	ROADS	Road Reconstruction Water	Replace the water main on Goodrich, Regent (Bradley to Dean), Santa Monica(School to Yates)	60-85 years	\$ 1,200,000
WATER	ROADS	Construc Mgmt Water Road Reconstruction	Construc Mgmt of water main replacement on Goodrich, Regent (Bradley to Dean), Santa Monica(School to Yates)	60-85 years	\$ 45,000
WATER	ROADS	Water Main and CM	Goodrich Lane (private road)	60-85 years	\$ 210,000
ROADS	ROADS	Road reconstruction and CM	Goodrich Lane (private road)		\$ 65,000

2021 ANNUAL TOTAL \$ 8,080,805

2022

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STORM	DPW	SWMP update	Update the stormwater management plan (performed approx. every 5 years)	5 years	\$ 90,000
STORM	DPW	SWMP update	Redirect land use to existing dry pond - Greenvale		\$ 98,000
STORM	INFRASTRUCTURE	SWMP recommendation	Dry well alternatives for sixteen hot spot locations		\$ 71,750
STORM	INFRASTRUCTURE	Drainage/TMDL	Ditch mitigation Boyd Way		
STORM	ROADS	Design Storm Water Road Reconstruction	Design for Santa Monica (Yates to Green Tree) & Yates (Santa Monica to GT)		\$ 35,000
STORM	ROADS	Road Reconstruction Storm Water	Road Reconstruction for blackhawk,bradley,coleman,daisy		\$ 515,000
STORM	ROADS	Construct Mgmt Storm Water Road Reconstruction	Construction Mgmt for storm water on blackhawk,bradley,coleman,daisy		\$ 70,000
STORM	INFRASTRUCTURE	Televising/assessment		40-90 years	\$ 25,000
STORM	EQUIPMENT	#36 & #62 LEAF LOADERS	REPLACE BOTH LEAF LOADERS / TRAILER-MOUNTED VACUUMS	2002 / 20-25 years	\$ 60,000
WATER	ROADS	Design Water Road Reconstruction	Design for Santa Monica (Yates to Green Tree) & Yates (Santa Monica to GT)		\$ 65,000
WATER	ROADS	Road Reconstruction Water	Replace water mains on blackhawk,bradley,coleman,daisy		\$ 1,200,000
WATER	ROADS	Construct Mgmt Water Road Reconstruction	Construction Mgmt for water main replacement on Blackhawk,Bradley,Coleman,Daisy		\$ 75,000
DPW	EQUIPMENT	#17 DUMP 5 cu. Yd. W/PLOW	REPLACE A 5 cu. Yd. DUMP TRUCK W/11' PLOW (NOTE: CHIPPER TRUCK)	2010 / 11 years	\$ 150,000
WATER	EQUIPMENT	#126 WATER UTILITY VAN	REPLACE THE WATER UTILITY VAN	1995 / 25-30 years	\$ 190,000

2022 ANNUAL TOTAL \$ 4,467,420

2023

[illegible]

STORM	INFRASTRUCTURE	Pavement	Indian Creek parking lot, green infrastructure with MMSD		\$ 58,000
STORM	ROADS	Design Storm Water Road Reconstruction	Design for Community Pl, Santa Monica (GT to Calumet) & Yates (Green Tree north to SM)		\$ 30,000
STORM	ROADS	Road Reconstruction Storm Water	Road Reconstruction for Sanat Monica (Yates to Green Tree) and Yates (Santa Monica to GT)		\$ 500,000
STORM	ROADS	Construc Mgmt Storm Water Road Reconstruction	Construction Mgmt for storm water on Santa Monica (Yates to GT) & Yates (Santa Monica to GT)		\$ 45,000
VILLAGE HALL	FACILITIES	New DPW/Village Hall facility	Estimate based loosely off Brown Deer's cost of \$9m understanding we would do smaller facility		\$ 7,500,000
WATER	ROADS	Design Water Road Reconstruction	Design for Community Pl, Santa Monica (GT to Calumet) & Yates (Green Tree north to SM)		\$ 30,000
WATER	ROADS	Road Reconstruction Water	Road Reconstruction for Sanat Monica (Yates to Green Tree) and Yates (Santa Monica to GT)		\$ 1,100,000
WATER	ROADS	Construc Mgmt Water Road Reconstruction	Construction Mgmt for storm water on Santa Monica (Yates to GT) & Yates (Santa Monica to GT)		\$ 100,000

2023 ANNUAL TOTAL \$ 11,821,390

2024

Police	Technology	Computers	Replacement Desktop PCs; end of lilespan rotation (Qty 19)	2019	\$	17,200
Police	Vehicle	Squad Car	Vehicle at end of lilespan. (1505)	2020	\$	49,920
Police	Technology	Dispatch Capital Costs	Dispatching agreement with Village of Bayside	Contract		**
Police	Equipment	Furniture	Replace tables in padway/hall	2009	\$	6,500
DPW	MISC	Miscellaneous consultant tasks	Capital account in place to assist with engineering reviews of applications	NA	\$	15,000
DPW	FORESTRY	EAB management	Manage ash in the Village - treatments, removals, plantings and administration (post 8 year)	Varies	\$	75,000
DPW	FORESTRY	Annual tree planting	Routine tree removals and plantings	Varies	\$	15,000
DPW	FORESTRY	Diseased elm removal	Remove diseased elms in the Village ROW	Varies	\$	15,000
DPW	EQUIPMENT	#22 PICK-UP TRUCK 4X4	REPLACE A DPW PICK-UP TRUCK 4X4 (DPW FOREMAN)	2016 / 7/9 YEARS	\$	40,000
DPW	EQUIPMENT	#5 DUMP 5 YD PLOW & SPREADER	REPLACE A DUMP TRUCK, 11' PLOW, TAILGATE SPREADER & CONTROLS (NOTE: LEAF TRUCK)	2013 / 10-14 YEARS	\$	160,000
DPW	EQUIPMENT	#11 DUMP 5 YD W/ PLOW	REPLACE A DUMP TRUCK, 11' PLOW & CONTROLS (NOTE: LEAF TRUCK)	2013 / 10-14 YEARS	\$	150,000
DPW	ROADS	Design Road Reconstruction	Design for lake dr water main (VILLAGE ONLY PAYS 25 Percent)		\$	5,100,000
DPW	ROADS	Road Reconstruction	Reconstruct Community Pl, Santa Monica (GT to Calumet) & Yates (Green Tree north to SM)		\$	640,000
DPW	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Community Pl, Santa Monica (GT to Calumet) & Yates (Green Tree north to SM)		\$	90,000
SEWER	INFRASTRUCTURE	Lateral rehab	Rehabilitation of the private property laterals in Basin No. 4	30-90 years	\$	250,000
SEWER	INFRASTRUCTURE	Sewer and manhole rehab	Rehabilitation of the sewer and manholes in Basin Nos. 3 & 4	30-90 years	\$	250,000
SEWER	INFRASTRUCTURE	Televising	Televise sanitary sewers in the Village to confirm conditions	30-80 years	\$	213,000
SEWER	INFRASTRUCTURE	Sewer replacement	Abandon sanitary sewers under residential homes and reroute (construction)	40-90 years	\$	50,000
STORM	MAINTENANCE	Storm Assessments	General storm sewer improvements as needed; INCREASE FROM \$25,000 DUE TO CONDITION OF PIPES		\$	30,000
STORM	INFRASTRUCTURE	SWMP recommendations	Storm sewer assessments		\$	71,750
STORM	ROADS	Design Road Reconstruction	Dry well alternatives for sixteen hot spot locations			?
STORM	ROADS	Road Reconstruction	Design for Lake Drive		\$	515,000
STORM	ROADS	Construc Mgmt Road Reconstruction	Reconstruct Community Pl, Santa Monica (GT to Calumet) & Yates (Green Tree north to SM)		\$	45,000
WATER	EQUIPMENT	#14 VALVE BOX VACUUM	REPLACE THE TRAILER-MOUNTED VALVE BOX VACUUM	2008 / 14-18 YEARS	\$	20,000
WATER	ROADS	Design Road Reconstruction	Design for Lake drive			?
WATER	ROADS	Road Reconstruction	Reconstruct Community Pl, Santa Monica (GT to Calumet) & Yates (Green Tree north to SM)		\$	1,200,000
WATER	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Community Pl, Santa Monica (GT to Calumet) & Yates (Green Tree north to SM)		\$	120,000

2024 ANNUAL TOTAL \$ 9,153,370

2025

Agency	Category	Project Description	Vehicle at end of lifespan. (1503)	2019 Contract	2019 Estimate
Police	Vehicle	Squad Car		2019 Contract	\$ 49,920
Police	Technology	Dispatch Capital Costs			**
Police	Technology	Computer UPS System	Dispatching agreement with Village of Bayside	2018	\$ 5,300
Police	Technology	Radar Feedback Signs	5000 volt Universal Power Supply - End of Useful Life (7 years)	2019	\$ 6,000
Police	Technology	TASER (replacement)	Replace Portable Radar Feedback Signs (5 year life)	2019	\$ 10,500
DPW	MISC	Miscellaneous consultant tasks	End of proper lifespan (5 years) (qty 7)	NA	\$ 15,000
DPW	FORESTRY	EAB management	Capital account in place to assist with engineering reviews of applications	Varies	\$ 75,000
DPW	FORESTRY	Annual tree planting	Manage ash in the Village - treatments, removals, plantings and administration (post 8 year)	Varies	\$ 15,000
DPW	FORESTRY	Diseased elm removal	Routine tree removals and plantings	Varies	\$ 15,000
DPW	EQUIPMENT	# 106 RUBBISH SCOOTER	Remove diseased elms in the Village ROW	2015 / 10-14 years	\$ 40,000
DPW	EQUIPMENT	#74 ASPHALT ROLLER	REPLACE A RUBBISH SCOOTER (Place Holder)	1999 / 25-30 years	\$ 30,000
DPW	EQUIPMENT	#75 ROLLER TRAILER	REPLACE THE ASPHALT ROLLER	1999 / 25-30 years	\$ 6,000
DPW	ROADS	Design Road Reconstruction	REPLACE THE ASPHALT ROLLER TRAILER		\$ 30,000
DPW	ROADS	Road Reconstruction	Design for Crossway(Calumet to Yates) Crossway (Fairchild to Mail) Mail road, Mail road (Seneca to Crossway)		\$ 570,000
DPW	ROADS	Construct Mgmt Road Reconstruction	Reconstruct Regent Rd (Calumet to Bradley) and Santa Monica (Calumet to Bradley)		?
SEWER	INFRASTRUCTURE	Manhole adjustments	Construct Mgmt for Lake Drive water main	25-30 years	\$ 30,000
SEWER	INFRASTRUCTURE	Lateral rehab	Adjust manholes during street reconstruction projects	30-90 years	\$ 250,000
SEWER	INFRASTRUCTURE	Sewer and manhole rehab	Rehabilitation of the private property laterals in Basin No. 4	30-90 years	\$ 250,000
SEWER	INFRASTRUCTURE	Televising	Rehabilitation of the sewer and manholes in Basin Nos. 3 & 4	30-90 years	\$ 15,000
STORM	MAINTENANCE	Sewer Assessments	Televise sanitary sewers in the Village to confirm conditions		\$ 30,000
STORM	INFRASTRUCTURE	SWMP recommendation	Storm sewer assessments		\$ 71,750
STORM	STORM	Replace outfall structure	Dry well alternatives for sixteen hot spot locations		\$ 500,000
STORM	EQUIPMENT	#85 CULVERT CLEANER	Replace outfall structure at 7900 N Beach (Design & Construction)	2002 / 20-25 years	\$ 18,000
STORM	INFRASTRUCTURE	Storm replacement	REPLACE A PRESSURE WASHER/CULVERT JETTER	40-90 years	\$ 50,000
STORM	ROADS	Design Road Reconstruction	General storm sewer Improvements as needed; INCREASE FROM \$25,000 DUE TO CONDITION OF PIPES		\$ 25,000
STORM	ROADS	Road Reconstruction	Design for Crossway(Calumet to Yates) Crossway (Fairchild to Mail) Mail road, Mail road (Seneca to Crossway)		?
STORM	ROADS	Construct Mgmt Road Reconstruction	Reconstruct Lake drive water main		?
WATER	ROADS	Design Road Reconstruction	Construct Mgmt forLake drive watermain		\$ 30,000
WATER	ROADS	Road Reconstruction	Design for Crossway(Calumet to Yates) Crossway (Fairchild to Mail) Mail road, Mail road (Seneca to Crossway)		\$ 4,000,000
WATER	ROADS	Construct Mgmt Road Reconstruction	Reconstruct Lake drive water main		\$ 375,000

LARGER ITEMS IN YEARS 6-10

DPW	EQUIPMENT	Garbage Carts	If curbside pickup of rubbish happens, cost of carts for residents (5000 carts)	New Item	250,000
DPW	EQUIPMENT	Garbage Packer	Packer for curbside rubbish pickup (2)	New Item	540,000
DPW	ROADS	Road Reconstruction	Reconstruct Crossway(calumet to yates) Crossway (Fairchild to Mall) Mall rd (crossway to lombardy)		510,000
STORM	ROADS	Road Reconstruction	Reconstruct Crossway(calumet to yates) Crossway (Fairchild to Mall) Mall rd (crossway to lombardy)		410,000
WATER	ROADS	Road Reconstruction	Reconstruct Crossway(calumet to yates) Crossway (Fairchild to Mall) Mall rd (crossway to lombardy)		535,000

DPW	EQUIPMENT	#15 RUBBISH PACKER	REPLACE A RUBBISH PACKER	2015 / 10-14 years	170,000
DPW	ROADS	Road Reconstruction	Reconstruct Regent rd calumet to bradley ,Santa Monica Calumet to Bradley)		570,000
STORM	ROADS	Road Reconstruction	Reconstruct Regent rd calumet to bradley ,Santa Monica Calumet to Bradley)		500,000
WATER	ROADS	Road Reconstruction	Reconstruct Regent rd calumet to bradley ,Santa Monica Calumet to Bradley)		630,000

DPW	EQUIPMENT	#2 SEWER JETTER TRUCK	REPLACE A SEWER JETTER TRUCK	2012 / 14-18 years	200,000
DPW	ROADS	Road Reconstruction	Reconstruct Santa Monica (Bradley to Dean) Santa Monica Horseshoes		400,000
STORM	ROADS	Road Reconstruction	Reconstruct Santa Monica Bradley to Dead Santa Monica Horseshoes		320,000
WATER	ROADS	Road Reconstruction	Reconstruct Santa Monica Bradley to Dead Santa Monica Horseshoes		800,000

DPW	ROADS	Road Reconstruction	Reconstruct Allen Lane Goodrich court, goodrich lane (fox to goodrich ct, gray log lane Lake to goodrich		435,000
STORM	ROADS	Road Reconstruction	Reconstruct Allen Lane Goodrich court, goodrich lane (fox to goodrich ct, gray log lane Lake to goodrich		350,000
WATER	ROADS	Road Reconstruction	Reconstruct Allen Lane Goodrich court, goodrich lane (fox to goodrich ct, gray log lane Lake to goodrich		670,000

STORM	ROADS	Road Reconstruction	Reconstruct Regent Court North, Regent Court South, Regent Road (Dean to village limits)		260,000
WATER	ROADS	Road Reconstruction	Reconstruct Regent Court North, Regent Court South, Regent Road (Dean to village limits)		1,200,000