

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

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

**TUESDAY
AUGUST 11, 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. 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/85787766885>

Dial: (312) 626-6799

Meeting ID: 857.8776.6885

AGENDA

- 1. Roll Call**
- 2. Persons desiring to be heard**

At this time, individuals can address the Village Board on one or more topics for up to three-minutes with time extensions at the Village President's discretion. Individuals desiring to be heard may reserve a portion of their time, or defer it altogether, to when the Board takes up an agenda item. In connection with non-agenda items, no action will be taken except for possible referrals to individuals or committees.

- 3. Committee Reports**

- a. Plan Commission**

The Village Board will receive a report regarding the Plan Commission's review of 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.

- 4. Public Hearing**

- a. Proposed Art Sculpture, Entitled Little Dancer, Aged Fourteen by Richard Edelman**

The Village Board will receive comments and input 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.(4) and (5) of the Village Code.

5. Consent Agenda – All items listed under the Consent Agenda will be approved in one motion without discussion unless any Board member requests that the item be removed for individual discussion and possible action. Any item(s) so removed shall be considered individually prior to consideration of any New Business agenda items in the same order in which they were originally listed in the Consent Agenda.

- a. Approve the minutes of the July 14, 2020 Village Board meeting. *(page 1)*
- b. Accept the quote of Dorner Company in the amount of \$19,926 for the replacement of the pressure reducing valves on Beach Drive per the Water Utility Foreman's memorandum dated July 15, 2020, and authorize the Village Manager to sign the agreement with Dorner Company. *(page 6)*
- c. Accept the quote of WSO Grading and Excavating LLC in the amount of \$14,600 for the installation of additional storm sewer at the intersection of Green Tree and Barnett Lane and authorize the Village Manager to sign the contract per the Director of Public Works' memorandum dated August 4, 2020. *(page 16)*
- d. Accept Change Order No. 1 from Stark Pavement Corporation in the amount of \$7,920 for the replacement of deteriorated manhole chimneys along Barnett Lane and Acacia Road and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works' memorandum dated August 4, 2020. *(page 21)*
- e. Approve CDBG Intergovernmental Agreement with Milwaukee County for the years 2021-2023, inclusive. *(page 26)*
- f. Approve payment of the bills in the amount of \$1,449,152.16 for the period July 1, 2020 through July 31, 2020 per the report submitted by the Village Manager. *(page 33)*

6. Unfinished Business

a. Comprehensive Plan Special Committee Report

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

b. Consideration of Public Art Donation *(page 47)*

The Village Board will consider and may act 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. The Village Board may select the artwork location, approve an Artwork Loan and Exhibition Agreement, authorize signatures, and take such other and further action as the Village Board deems appropriate concerning the Little Dancer, Aged Fourteen sculpture sought to be donated to the Village by the artist Richard Edelman.

c. Consideration of Public Mask

Upon the request of two trustees, the Village Board will discuss and may take action on the matter of requiring masks within the Village.

d. Green Tree to Beach Pedestrian Path

The Village Board will receive a verbal report from Village Engineer presenting potential cost of having a firm provide construction cost estimates.

7. New Business

a. Beach Drive Public Space *(page 63)*

The Village Board will discuss the creation a Fox Point Beach consistent with the thoughts expressed by Ms. Aelion at the Village Board meeting on July 14, 2020, proposing that the land east of Beach Drive between 7328 Beach Drive and 7540 Beach Drive be designated a public park with benches and picnic tables, perhaps with parking and a swim-at-your-own-risk beach.

8. Closed Session

- a.** 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 discuss legal claims that may arise regarding the Village of Fox Point's efforts to protect the public health and welfare from the COVID-19 pandemic, which may include a face covering mandate.

Following the closed session, the Village Board will re-convene into open session and may take such action concerning such closed session item as the Village Board deems appropriate, which may include adoption of motions, resolutions or ordinances related to the matter discussed in closed session.

9. Future Agenda Items

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

10. Announcements

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

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

- e. Trustee Tirado
- f. Trustee Kravit
- g. Trustee Ollman
- h. Village Manager Scott Botcher
 - 1. Stormonth School
 - 2. PSC Rate case

11. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING: SEPTEMBER 8, 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**

JULY 14, 2020

A meeting of the Fox Point Village Board was held on Tuesday, July 14, 2020 via telephone conferencing through Zoom, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. President Frazer asked the Village Clerk to take roll call. Roll Call of the Village Board present included:

President Douglas H. Frazer
Trustee Eric Fonstad [participating via Zoom]
Trustee Christine Symchych [participating via Zoom]
Trustee Marty Tirado [arrival 8:02 pm via Zoom]
Trustee Liz Sumner [participating via Zoom]
Trustee Bill Kravit
Trustee Greg Ollman

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

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

At this time, individuals can address the Village Board on one or more topics for up to three-minutes with time extensions at the Village President's discretion. Individuals desiring to be heard may reserve a portion of their time, or defer it altogether, to when the Board takes up an agenda item. In connection with non-agenda items, no action will be taken except for possible referrals to individuals or committees.

Persons desiring to be heard

Elizabeth Aelion, 210 W Bergen Court

Ms. Aelion suggested the village should designate the area on Beach Drive on the southern end that is public property as the Village of Fox Point Beach. There should be benches and picnic table set up in the area. There could be 3-4 parking spaces at the northern end of the area. There is plenty of space for cars to be completely off the street. Permit parking for Village residents only from sun-up to sun-down. Swimming would be for village residents only at your own risk. This would be very beneficial for the Village.

Without objection and hearing no other remarks, President Frazer closed the public comment period.

Public Hearing Regarding the Community Development Block Grant program project list

Open Public Hearing

On motion by President Frazer, seconded by Trustee Ollman, and carried unanimously by roll call vote, 6-0, the Village Board opened the public hearing at 7:05 p.m. for the public hearing agenda item.

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Village Manager Scott Botcher gave a brief background regarding the Community Development Block Grant program list.

There were no other comments.

Close Public Hearing

On motion by President Frazer, seconded by Greg Ollman, and carried unanimously by roll call vote, 6-0, the Village Board closed the public hearing at 7:07 p.m. for the public hearing agenda item 3a.

Consent Agenda

- a. Approve the minutes of the June 9, 2020 Village Board meeting.
- b. Approve the request of Badgerland Striders to use Village streets on Sunday, October 4, 2020 for their 2020 Lakefront Marathon per the Assistant Village Manager's memorandum dated June 25, 2020.
- c. Approve the request to use Village streets for the Fox Point-Bayside PTO Cupcake Run on Saturday, August 8, 2020 per the Assistant Village Manager's memo dated July 2, 2020.
- d. Confirm President Frazer's appointment of Lori Rosenthal, PE to Building Board.
- e. Proclamation recognizing September 13 and September 14, 2020 as Friendship Circle Days.
- f. Authorize the submittal of a Community Development Block Grant application for the reimbursement of lease costs for the LX Club, a community based senior group.
- g. Accept the bid of Compass Minerals America, Inc. in the amount of \$73.32 per ton for sodium chloride per the Director of Public Works' memorandum dated July 7, 2020.
- h. Reject the bids for the Barnett Lane Storm Water Improvement Project per the Director of Public Works' memorandum dated July 7, 2020.
- i. Approve payment of the bills in the amount of \$698,547.39 for the period June 1, 2020 through June 30, 2020 per the report submitted by the Village Manager.

Motion made by President Frazer, seconded by Trustee Kravit, and passed by roll call vote, 6-0, the Village Board approved the consent agenda, as presented.

Comprehensive Plan Special Committee Report

Assistant Village Manager and Comprehensive Plan Special Committee Chair Michael Pedersen gave an update on the Comprehensive Plan Special Committee. Mr. Pedersen noted the Committee is back on track, following the hiatus due to COVID-19. The next meeting is scheduled August 20, 2020 at 8:00 a.m. The agenda will include the second discussion of public participation, as well as the overview of the first draft of the Comprehensive Plan.

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Trustee Fonstad suggested deferring further action or scheduling the public meeting until there is more clarity regarding the COVID-19 situation.

Resolution of Commendation and Appreciation – Retiring DPW Operator Thomas L. Kohl

President Frazer and Public Works Director Scott Brandmeier expressed their appreciation of retiring DPW Operator Thomas L. Kohl.

Motion made by President Frazer, seconded by Trustee Ollman, by roll call vote 6-0, to adopt Resolution of Commendation and Appreciation for retiring DPW Operator Thomas L. Kohl.

Resolution of Commendation and Appreciation - Retiring Water Utility/Administrative Assistant Maureen Preisler-Ujazdowski

Village Manager Scott Botcher expressed his appreciation of retiring Water Utility/Administrative Assistant Maureen Preisler-Ujazdowski.

Motion made by President Frazer, seconded by Trustee Kravit, by roll call vote 6-0, to adopt Resolution of Commendation and Appreciation for retiring Water Utility/Administrative Assistant Maureen Preisler-Ujazdowski.

Consideration of Resolution Awarding the Sale of \$2,505,000 General Obligation Promissory Notes, Series 2020

Baird Director Justin Fisher gave a brief presentation regarding the award of the sale of \$2,505,000 General Obligation Promissory Notes, Series 2020. Mr. Fisher noted the bid came in at .8165% for 10 years; this is the lowest bid he has seen and it is due to the Village's Aaa rating. FHN out of Tennessee was the winning bid.

Motion made by President Frazer, seconded by Trustee Kravit, by roll call vote 6-0, to adopt Resolution Awarding the Sale of \$2,505,000 General Obligation Promissory Notes, Series 2020, as set forth consistent with the version passed out at the village board meeting tonight.

Presentation of FY 2019 Audit by Village Auditor to the Village Board

By unanimous consent and without objection, the presentation of the Fiscal Year 2019 Audit by the Village Auditor to the Village Board will follow the Review of the 2021-2025 Capital Plan.

Review of 2021-2025 Capital Plan

The Village Manager Scott Botcher and Director of Public Works Scott Brandmeier gave a report regarding the 2021-2025 Capital Plan. There was some discussion and clarifications regarding the 2021-2025 Capital Plan.

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Elizabeth Aelion, 210 W Bergen Court

Ms. Aelion directed a few questions to DPW Director Scott Brandmeier, asking for clarification regarding the road projects in the Capital Plan.

Ms. Aelion also commented on the item in the Capital Plan in connection with a new DPW/Village Hall facility.

President Frazer noted, by unanimous consent and without objection, the Village Board receives the Village's 2021-2025, five-year, long-range, Capital Plan.

Presentation of FY 2019 Audit by Village Auditor to the Village Board—Revisited following consideration and discussion of the 2021-2025 Capital Plan

Baker Tilly Virchow Krause Partner, Wendi Unger, CPA gave a presentation regarding the 2019 Financial Highlights of Village of Fox Point's audit.

Marty Tirado entered the meeting via zoom at 8:02 p.m.

President Frazer thanked the Ms. Unger for the quality presentation she gave. President Frazer also thanked the Audit Committee for their good work on the audit. Trustee Symchych thanked her colleagues for being on the Audit Committee and Wendi for a job well done.

Future Agenda Items

*Motion by Trustee Ollman to place staff exit interviews on the next agenda.
President Frazer called for a second. The motion died for lack of a second.*

President Frazer directed staff to answer the question and report back to Village Board.

*Motion by Trustee Kravit to consider the proposal of creating a Fox Point Beach consistent with the thoughts expressed earlier in the meeting by Ms. Aelion.
Seconded by Trustee Ollman. Motion passes by roll call vote, 6-1. (Opposed-Trustee Fonstad).*

Announcements

Village President Frazer

President Frazer announced on June 26th 2020, Mr. Kenneth Leindecker was put to rest at the Fox Point Old Dutch Cemetery. Two of Mr. Leindecker's children were present. A third child participated via Zoom. Also present were several Village Board members, including Trustee Tirado, Trustee Kravit and Trustee Ollman. Senior Staff, and members of commissions, committees, and boards. Also attending were former Trustee Sandy Garmer and Former Village President Michael West. The family was very appreciative of the interment service.

Trustee Fonstad

Trustee Fonstad gave an update regarding the North Shore Library. At the request of the Library Board President, Mr. Fonstad stated his views of the Glendale proposal of moving the library to the Washington Square Building on the intersection of Calumet and Port Washington Road. The minutes of the Library Board meeting gives further details. There was a proposal at the Library Board meeting that each of the four communities' comment

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on the draft joint agreement and circulate comments. Subsequent to that, after consulting with President Frazer and Village Manager Scott Botcher, he [Mr. Fonstad] told the four chief elected officials that he would not be doing any more work on the joint agreement until the rent issue and the lease issue are resolved. The managers are trying to get together to resolve the rent/lease issues.

Trustee Tirado

Trustee Tirado stated he is happy to see Trustee Fonstad doing so well and on the mend following his accident.

Village Manager Scott Botcher

Village Manager Scott Botcher Stormonth School regarding their re-opening plans. The school is in communication with the Wisconsin Department of Public Instruction (DPI). The school's plans are temporary, but the Village Manager, Fire Chief and Police Chief are all working closely with them to assist with re-opening. They may have a tent up for 90 days, which is what the fire code allows; it will get cold. Details are still being worked out.

Manager Botcher reported his five-year work anniversary is next week. He thanked everyone in Fox Point because he enjoys coming to work every day. He truly enjoys his time here and we have accomplished some good things.

Adjourn

Motion made by President Frazer, seconded by Trustee Ollman, and carried unanimously by roll call vote (7-0); the Village Board adjourned the Village Board meeting at 8:28 p.m.

Respectfully submitted,

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



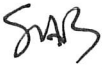
VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board

From: Jim Voigt, Water Utility Manager & Director of Operations, City Water LLC

Through: Scott Botcher, Village Manager 

Cc: Scott Brandmeier, Director of Public Works 

Date: July 15, 2020

Re: Pressure Reducing Valve Replacement – Beach Drive

Background

The Village of Fox Point Water Utility has two pressure zones. Our main pressure zone covers roughly 97% of the residents and businesses in the Village. The lower zone is N. Beach Drive. There are roughly 80 properties served via this pressure zone. Currently the Village has 3 pressure reducing valves that provide service to this zone. A pressure reducing valve is used by utilities to reduce the pressure from one zone to another. Without these valves, the pressure down on North Beach Drive would be over 100 PSI. We use these valves to reduce the pressure on the beach to 60 PSI (equivalent to the pressure throughout the rest of the Village).

Over the last decade, the utility has experienced several main breaks on N. Beach Dr. Typically, when we discover a main break down on N Beach Dr, it is determined that one of the pressure reducing valves has failed and the pressure on the beach has assumed 100 PSI. This represents a 66% increase in the working pressure of the water main, and that typically exposes any weakness in these mains via a water main break.

Three years ago, the water utility replaced one of the three supply lines down to the beach, and the associated pressure reducing valve. This main was replaced due to a constant flow of water down the bluff above the water main, and the desire to have one new feed to the beach for reliability. Recently, the utility discovered a water main break down on the beach in front of 7415 N Beach Dr. It was determined that the Southern PRV was stuck open, causing very high pressure. We shut this valve off, and pressures stabilized at 60. The water main break was repaired, but the Utility decided to obtain quotes to replace the remaining two original PRV valves minimizing the potential of this problem reoccurring. Based on our research, it appears that these remaining two valves are original to the system.

Analysis

The utility requested quotes from two contractors that perform this work in the industry (attached to this memorandum). Based on the proposals received, we feel the numbers are representative of the cost associated with this work.

Fiscal Impact

The total cost to the Water Utility for the work (parts and labor) to replace the remaining two valves is \$19,926.00.

The utility decided this year to delay the work that had been budgeted for N. Santa Monica Drive as the Village was eligible for grant funding and, as a result, reduced the anticipated construction costs (valve and hydrant replacements along Santa Monica). As such, adequate funds exist to complete this work. The utility is of the opinion that replacing this aged infrastructure should actually reduce long term maintenance cost to the utility.

Recommendation

The Utility recommends that the Village Board award the project to Dorner Company in the amount of \$19,926 and authorize the Village manager to sign the agreement with the Dorner Company.

DORNER QUOTATION

To: Mr. Troy Janzer
Fox Point Water - 8100 N. Beach Dr.

Date: 7/6/2020
Proposal No. Q509clfp-1
Page: one of one
Industry Code: 4952

Re: Replacement PRV

FOB: Factory
Terms: N30
Delivery: 3-4 weeks after approval

Make Order To: Dorner Company
N61 W23043 Silver Spring Dr.
Sussex, WI 53089

Phone No: (262) 932-2100

By: Tim Ruesch

Item	Quan.	Description	Unit Price	Total
A	1	6" Cla-Val Model 90-01 Pressure Reducing Valve. Features include ductile iron body, SS trim, globe pattern, 150# flanged ends and full-port design. Equipped with pilot system wye strainer, pilot system isolation cocks, valve position indicator, 15-75 psi CRD adjustment range, inlet/outlet gauges, stainless pilot tubing & fittings and fusion-bond epoxy coatings inside & out.	\$ 5,963	\$ 5,963
B	1	If Required: Dorner Installation Services. To include 2 service technicians for one day. Will supply one (1) 6" Hymax flanged coupling adapter, two (2) gaskets and flange bolting.	\$ 4,000	\$ 4,000
C	1	Optional deduct for (1) confined space trained technician provided by Fox Point. City would be in charge of the pit, including monitoring and recording.	\$ (1,200)	\$ (1,200)
		NOTE: Dorner technicians will have all confined space gear, tools and associated support equipment for installation. Depressurizing (draining) of line by others before work can begin with confirmation that isolation valves truly isolate.		
		Total		\$ 8,763

Notes: Prices quoted are FOB Factory with pre-pay & add. Quote valid for 30 days. Although we have attempted to make a complete take-off, we can not guarantee quantities. Any applicable taxes are not included in the above pricing. Delivery times are estimated and are not guaranteed.

DORNER QUOTATION

To: Mr. Troy Janzer
Fox Point Water - 7100 N. Beach Dr.

Date: 7/6/2020
Proposal No. Q509clfp-2
Page: one of one
Industry Code: 4952

Re: Replacement PRV

FOB: Factory
Terms: N30
Delivery: 3-4 weeks after approval

Make Order To: Dorner Company
N61 W23043 Silver Spring Dr.
Sussex, WI 53089

Phone No: (262) 932-2100

By: Tim Ruesch

Item	Quan.	Description	Unit Price	Total
A	1	6" Cla-Val Model 90-01 Pressure Reducing Valve. Features include ductile iron body, SS trim, globe pattern, 150# flanged ends and full-port design. Equipped with pilot system wye strainer, pilot system isolation cocks, valve position indicator, 15-75 psi CRD adjustment range, inlet/outlet gauges, stainless pilot tubing & fittings and fusion-bond epoxy coatings inside & out.	\$ 5,963	\$ 5,963
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		NOTE: Dorner technicians will have all confined space gear, tools and associated support equipment for installation. Depressurizing (draining) of line by others before work can begin with confirmation that isolation valves truly isolate.		
		Total		\$ 8,763

Notes: Prices quoted are FOB Factory with pre-pay & add. Quote valid for 30 days. Although we have attempted to make a complete take-off, we can not guarantee quantities. Any applicable taxes are not included in the above pricing. Delivery times are estimated and are not guaranteed.



3201 West Canal Street
Milwaukee, WI 53208
main 414.921.7580 | fax 414.344.2433
www.jfahern.com

March 19, 2020

Work Location: 7038 North Beach Drive
Fox Point, WI 53217

Jim Voigt
Village Of Fox Point
7200 N Santa Monica Blvd
Fox Point WI 53217
Phone: (414)559.865

Email: waterdept@villageoffoxpoint.com

Send Via: Email
Quote #: 274642 / 1 CRM: 202003_0478

MECHANICAL SYSTEM WORK ORDER SERVICE PROPOSAL

Dear Jim,

We are pleased to submit our proposal for Plumbing System services at the above-referenced facility based upon our conversation and / or job site visit.

We will perform the proposed services, which are broken out by system in the attachments to this proposal, per your written approval. Should you elect to proceed with this work, please sign the attached agreement and return it to us at ahernservicerequest@jfahern.com or fax a signed copy to 414-344-2433.

The pricing is based on work performed during the normal working hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. This proposal does not include applicable sales tax and is valid for a period of thirty (30) days. Once returned to us, we will call to set up an appointment.

Thank you for this opportunity to provide this proposal. If you have any questions or require further details, please feel free to call me directly.

Sincerely,

Tim Kuhl
Plumbing Project Manager

Email: tkuhl@jfahern.com

Enclosure

Quote Date: 03/19/2020

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3201 West Canal Street
Milwaukee, WI 53208
main 414.921.7580 | fax 414.344.2433
www.jfahern.com

Plumbing Service Agreement for Village Of Fox Point

MECHANICAL SYSTEM SERVICES

Scope of Work/Clarifications:

Included In Our Scope:

1. Isolate and remove existing deficient pressure reducing valve(PRV)
2. Furnish and install new pressure reducing valve(PRV)
3. Unless otherwise specified by the city of Fox Point, Ahern shall remove and dispose of the existing PRV
4. Local Plumbing permits where applicable
5. Any applicable taxes included in price

General Scope Clarifications:

1. Adjust the PRV to pressure requested by the city of Fox Point
2. Connect remote read pressure gauge existing in pit
3. Isolation valves are assumed to be in working condition, if the isolation valve(s) fail, work shall halt and a plan for replacing the deficient valve(s) will involve the city of Fox Point
4. If Ahern needs assistance with operating the isolation valve(s) for PRV replacement, the city of Fox Point shall assist
5. Ahern cannot insure the condition of the isolation valves, any damage during operation will on the city of Fox Point
6. If additional repairs are identified outside of the scope of this proposal, a subsequent proposal will be provided
7. All work to be performed during normal business hours of 7:00am - 3:30pm Monday - Friday

Excluded From Our Proposal:

1. Overtime or work performed outside of normal working hours
2. Painting or patching any surfaces new to or on the existing building structure



3201 West Canal Street
Milwaukee, WI 53208
main 414.921.7580 | fax 414.344.2433
www.jfahern.com

Service Location:

7038 North Beach Drive
Fox Point, WI 53217

CORONAVIRUS PROVISION-ESCALATION SPECIFICALLY NOTED

The price and schedule set forth in this bid document for the Scope of Work of J. F. Ahern Co. ("Ahern") ("Contract Price and Schedule") has been calculated and determined without any contingency for coronavirus (COVID-19) impacts. Because of great uncertainty regarding the widespread outbreak of this infectious disease, no valid means exist by which the likely effects of the coronavirus currently can be reasonably assessed. Accordingly, while Ahern shall diligently work toward mitigating any effects of the coronavirus on its ability to perform its obligations under this bid, this bid is submitted under the assumption that any coronavirus impacts upon the Contract Price and Schedule will entitle Ahern to a commensurate equitable adjustment to the Contract Price and Schedule to account for any such increased costs or delays resulting therefrom. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or are connected with government-imposed measures, government prohibitions, quarantines, national, regional or local emergency declarations, labor stoppages, slowdowns or shortages, or other industrial disturbances, shortages of goods, lack of adequate power or transportation facilities, and other like events resulting from the coronavirus. This provision includes the following terms regarding coronavirus impacts on the commodity materials unit costs used by Ahern in establishing the current Contract Price. The Contract Price shall be adjusted for escalation of the cost of such commodity materials to be purchased by Ahern based on the applicable Product Price Indices (PPI) published monthly by the U.S. Department of Labor, Bureau of Labor and Statistics (see www.bls.gov/ppi). The amount of the adjustment will be determined by the percentage change (whether up or down) of each index applicable to the commodity materials used on this project between the PPI month the Contract Price was established and the actual month Ahern is released to purchase the respective commodity materials. This adjustment will only apply to price changes in excess of five percent (5%).

This quotation is valid for thirty (30) days from date of issue of this quotation.

Total for All Services:		\$10,448.00	
Contract Representative		Customer Authorized Representative Signature	
Name:	Tim Kuhl	Print Name:	Jim Voigt
Title:	Plumbing Project Manager	Signature:	
Date:	03/19/2020	Date:	

Signed acknowledgement of this agreement confirms acceptance of all the above scope of work and clarifications as well as all the attached Notes and Clarification and General Terms and Conditions.

General Terms and Conditions

ENTIRE CONTRACT The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchaser's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and reasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract.

PROPOSALS AND CONTRACT Seller's proposal or quotation are not subject to cancellation, suspension or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

PRICES In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorneys fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

DELAYS Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts of omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

EXCAVATION When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

SITE FACILITIES Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

STRUCTURE AND SITE CONDITIONS While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

CODE COMPLIANCE Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

REPORTS When inspection and/or test services are selected such inspection and/or test shall be completed on Seller's then current inspection form which shall be given to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION

(AND IF SPECIFIED TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.

ALARM MONITORING SERVICES Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement.

EXCLUSIVE LIMITED WARRANTY Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of 1 year from delivery of said equipment, or, if installed by Seller, for 1 year from installation. This warranty does not extend to any equipment that others have repaired, abused, altered, misused or that has not been properly and reasonably maintained. All parts as recorded on the face of the work order or invoice are warranted for a period of 30 days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within 30 days of installation, Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within 30 days of the date of the original repair. Refrigerant leak repairs are warranted for a period of 30 days. If within 30 days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER. No premise not contained herein or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend and hold Seller harmless from any and all third party claims for personal injury, death or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential or liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party; irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or other. The foregoing limitation of warranty and liability shall supersede any and all other warranty terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

MODIFICATIONS AND SUBSTITUTIONS Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract providing that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other provisions and the remainder of the unaffected provisions.

ASSIGNMENT Any assignment of this Contract by Purchaser without the written consent of Seller shall be void. Seller may assign to its subsidiaries and affiliates.

CHANGES, ALTERATIONS, ADDITIONS Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the Contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

INSURANCE Purchaser shall name Seller as an additional insured on Purchaser's general liability and auto liability policies.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

CLAIMS AND CHOICE OF LAW The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one year after the accrual of the cause of action or one year after the claims arises, whichever is shorter, whether known or unknown when the claims arises or whether based on tort, contract, or any other legal theory. The law of Wisconsin shall govern the validity, enforceability and interpretation of this Agreement. The parties agree that the venue for any litigation shall be Fond du Lac County, Wisconsin.

OVERTIME Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the

Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

INDEMNIFICATION To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller and its agents and employees from and against any and all actual or alleged claims, fines, penalties, liens, causes of action, suits, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, attorneys' fees, that arise from, relate to, or otherwise are connected with or incidental to the work performed under this Contract whether or not such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Seller reserves the right to select counsel to represent it in any such action.

DEFAULT In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said installation, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

SPECIAL CONDITIONS In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved and any high pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra to the Contract price.

HAZARDOUS CONDITIONS Purchaser represent to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MIC, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall at all times remain the responsibility and property of Purchaser. Purchaser shall not be responsible for the testing, removal or disposal of such hazardous materials.

OSHA COMPLIANCE Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

LIEN LAWS (WISCONSIN ONLY) AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

LAST UPDATE: 2/17/15

TO: Village of Fox Point Board
FROM: Jim Voigt, Director of Operations – City Water LLC
DATE: July 15, 2020
SUBJECT: Pressure Reducing Valve Replacement – Beach Drive

Background

The Village of Fox Point Water Utility has two pressure zones. Our main pressure zone covers roughly 97% of the residents and businesses in the Village. The lower zone is N. Beach Drive. There are roughly 80 properties served via this pressure zone. Currently the Village has 3 pressure reducing valves that provide service to this zone. A pressure reducing valve is used by utilities to reduce the pressure from one zone to another. Without these valves, the pressure down on North Beach Drive would be over 100 PSI. We use these valves to reduce the pressure on the beach to 60 PSI (equivalent to the pressure throughout the rest of the Village).

Over the last decade, the utility has experienced several main breaks on N. Beach Dr. Typically, when we discover a main break down on N Beach Dr, it is determined that one of the pressure reducing valves has failed and the pressure on the beach has assumed 100 PSI. This represents a 66% increase in the working pressure of the water main, and that typically exposes any weakness in these mains via a water main break.

Three years ago, the water utility replaced one of the three supply lines down to the beach, and the associated pressure reducing valve. This main was replaced due to a constant flow of water down the bluff above the water main, and the desire to have one new feed to the beach for reliability. Recently, the utility discovered a water main break down on the beach in front of 7415 N Beach Dr. It was determined that the Southern PRV was stuck open, causing very high pressure. We shut this valve off, and pressures stabilized at 60. The water main break was repaired, but the Utility decided to obtain quotes to replace the remaining two original PRV valves minimizing the potential of this problem reoccurring. Based on our research, it appears that these remaining two valves are original to the system.

Analysis

The utility requested quotes from two contractors that perform this work in the industry. Based on the proposals received, we feel the numbers are representative of the cost associated with this work.

Fiscal Impact

The total cost to the Water Utility for the work (parts and labor) to replace the remaining two valves is \$19,926.00.

The utility decided this year to delay the work that had been budgeted for N. Santa Monica Dr due to bid results coming in significantly higher than the engineers estimate. As such, adequate funds exist to complete this work. The utility feels that replacing this aged infrastructure should actually reduce long term maintenance cost, ie overall costs, to the utility.

Scott Brandmeier

From: Water Department
Sent: Wednesday, July 15, 2020 8:57 AM
To: Scott Brandmeier
Subject: Memo - Village Board 7-15-20
Attachments: Memo - Village Board 7-15-20.docx

Scott

Attached is the memo for the Village Board. Let me know if you have any revision requests.

Respectfully,

Jim



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: August 4, 2020
Re: Recommendation for Installation of Storm Sewer Pipe – Barnett Lane and Green Tree Road

During construction of Barnett Lane at the intersection of Green Tree Road, it was determined that there were additional drainage concerns (standing water and improper drainage) that needed to be resolved. Most of the drainage concerns came to light after a water main break occurred on Green Tree Road and, unfortunately, after the contractor had demobilized from the site.

Without the benefit of the equipment on the site, the Village solicited two quotes to install additional storm sewer and inlets along Green Tree and just west of Barnett – one from the prime contractor (Wood) and another from WSO Grading and Excavating. The work includes installation of approximately 125 feet of pipe and two inline drains to tie into an existing, newly installed catch basin at the southwest corner of Barnett and Green Tree.

Wood submitted a quote in the amount of \$22,500 to perform the work and WSO submitted a quote in the amount of \$14,600 to perform the work. Based on WSO's work for the Village in the past and the savings associated with the performance of the work, it is my recommendation that the Village Board accept the quote of WSO Grading & Excavating in the amount of \$14,600 to perform the work and authorize the Village Manager to sign the contract.

AGREEMENT

THIS AGREEMENT is by and between the Village of Fox Point (hereinafter called OWNER) and WSO Grading & Excavating, LLC. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. -WORK

1.01 Storm sewer pipe and structure installation at the intersection of E. Green Tree Road and N. Barnett Lane with the following quantities:

- Installation 80 feet of 10" HDPE pipe
- Installation 43 feet of 12" HDPE pipe
- Installation of 24" Nyloplast Drain Basin
- Installation of 10" Inline Drain

ARTICLE 2. -THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Storm Water Drainage Improvement at Intersection of E. Green Tree and N. Barnett Lane. Village of Fox Point, Milwaukee County, Wisconsin

ARTICLE 3. - CONTRACT TIMES

3.01 Completion of Work

A. The Work will be substantially complete and ready for final payment in 7 (seven) working days after the signed Agreement is issued.

- The anticipated project start date is week of August 11, 2020
- The anticipated project completion date is August 15, 2020

ARTICLE 4. - CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the quotes provided by Contractor (See attached):

TOTAL OF LUMP SUM PRICE:

Fourteen Thousand Six Hundred Dollars and Zero Cents (\$14,600.00)

F. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

OWNER:

Village of Fox Point

By: Scott Botcher

Title: Village Manager

Date: _____

Attest: _____

Title: _____

Date: _____

CONTRACTOR:

WSO Excavating & Grading, LLC

By: Wade St. Onge

Title: Owner

Date: _____

[CORPORATE SEAL]



WSO Grading & Excavating LLC

121 Highview Drive
Cedarburg, WI 53012
2623760456
jodelle@wsograding.com

Estimate

ADDRESS

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

ESTIMATE # 2645

DATE 07/22/2020

EXPIRATION DATE 01/22/2021

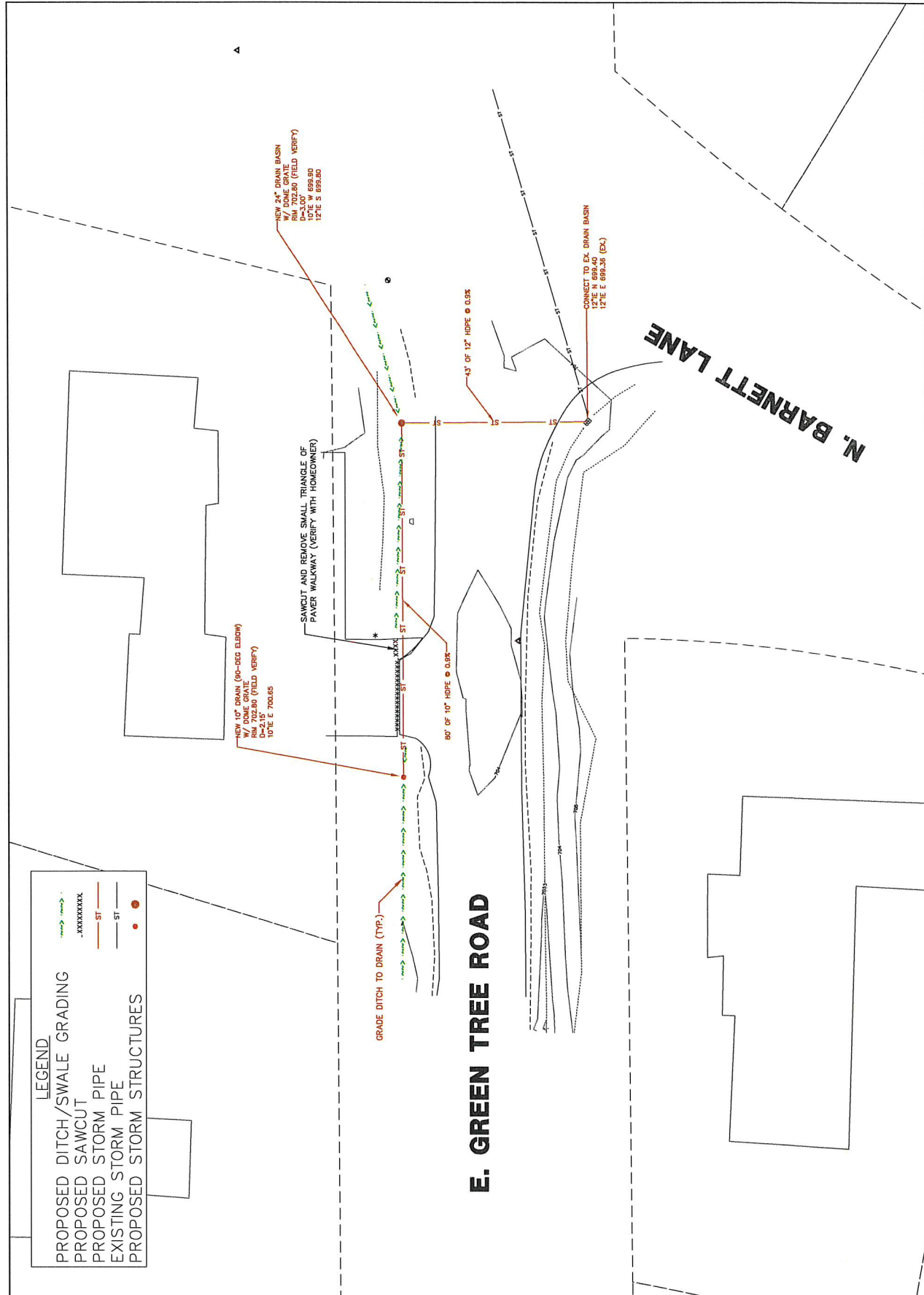
WORKSITE

Green Tree & Barnett Ln.

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Install 80' of 10" HDPE			14,600.00
Install 43' Of 12" HDPE			
Install Nyoplast Drain Basin W/ 10" Inline Drain			
 Saw Cut Driveway Pavers Out and Reinstall			
 Stone Paved Areas To Grade			
TOTAL			\$14,600.00

Accepted By

Accepted Date





VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: August 4, 2020
Re: Recommendation for Acceptance of Change Order No. 1 for 2020 Road Paving Project

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works coordinated the repaving of Barnett Lane, View Place and Acacia Road. The paving project includes installation of external seals around each of the sanitary sewer manholes in order to reduce the amount of infiltration entering the sanitary sewer system.

Upon further inspection of the manholes prior to the installation of the seals, it was determined that a number of the manhole chimney sections were deteriorated and needed to be rehabilitated with precast concrete adjustment rings. Stark Pavement Corporation, the contractor performing the paving, provided the Village with a cost of \$660 per vertical foot of repair. A total of 14 manholes were repaired totaling 12 vertical feet or a total of \$7,920.

The price provided was very reasonable and it is my recommendation that the Village Board accept change order number 1 from Stark Pavement Corporation in the amount of \$7,920. It is my further recommendation that the Village Board authorize the Village President and Village Clerk to sign the change order on behalf of the Village.

Date: July 28, 2020

OWNER: Village of Fox Point

ENGINEER: Kapur & Associates, Inc.

The following changes are hereby made to the Contract Documents: (attach supplemental documentation):

Additional work performed by Stark Pavement Corporation:

1. Replacement of deteriorated manhole chimney (14 Each or approximately 12 VF) with precast concrete adjusting rings.\$660 per VF or approximately 12 VF x \$660 = \$7,920.00

Change to CONTRACT PRICE:	\$ 7,920.00
Original CONTRACT PRICE:	\$ 298,121.50
Current CONTRACT PRICE adjusted by previous CHANGE ORDER:	\$ 298,121.50
The CONTRACT PRICE due to this CHANGE ORDER will be increased by:	\$ 7,920.00
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ 306,041.50

_____ Final (Date)

This document will become a supplement to the contract and all provisions will apply hereto.

Kelly Meyer, Village Clerk
(Name & Title)

(Signature) Date _____

Change Order: No. 1 Date: July 28, 2020
Name of Project: 2020 Road Reconstruction Project
OWNER: Village of Fox Point
CONTRACTOR: Stark Pavement Corporation
ENGINEER: Kapur & Associates, Inc.

The following changes are hereby made to the Contract Documents: (attach supplemental documentation):

Additional work performed by Stark Pavement Corporation:

1. Replacement of deteriorated manhole chimney (14 Each or approximately 12 VF) with precast concrete adjusting rings.\$660 per VF or approximately 12 VF x \$660 = \$7,920.00

Change to CONTRACT PRICE:	\$ <u>7,920.00</u>
Original CONTRACT PRICE:	\$ <u>298,121.50</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER:	\$ <u>298,121.50</u>
The CONTRACT PRICE due to this CHANGE ORDER will be increased by:	\$ <u>7,920.00</u>
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ <u>306,041.50</u>

Change to CONTRACT TIME:

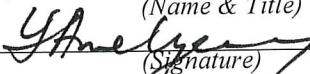
The CONTRACT TIME will be increased by 5 calendar days.

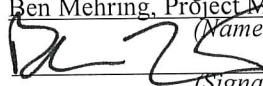
The date for completion of work will be August 31, 2020 Substantial (Date).

Final (Date)

The CONTRACTOR and OWNER hereby agree that the compensation to the CONTRACTOR affected hereby constitutes full settlement of the claims of the CONTRACTOR under this contract arising out of or incident to the changes effected hereby.

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended by the ENGINEER: Yuriy Amelyan, Project Manager
(Name & Title)
 Date 7-28-2020
(Signature)

Accepted by the CONTRACTOR: Ben Mehring, Project Manager
(Name & Title)
 Date 7-28-2020
(Signature)

Approved by the OWNER: Douglas H. Frazer, Village President
(Name & Title)
 Date
(Signature)

Kelly Meyer, Village Clerk
(Name & Title)
 Date
(Signature)

Date: July 28, 2020

OWNER: Village of Fox Point

CONTRACTOR: Stark Pavement Corporation

The following changes are hereby made to the Contract Documents: (attach supplemental documentation):

Additional work performed by Stark Pavement Corporation:

1. Replacement of deteriorated manhole chimney (14 Each or approximately 12 VF) with precast concrete adjusting rings.\$660 per VF or approximately 12 VF x \$660 = \$7,920.00

Change to CONTRACT PRICE:	\$ 7,920.00
Original CONTRACT PRICE:	\$ 298,121.50
Current CONTRACT PRICE adjusted by previous CHANGE ORDER:	\$ 298,121.50
The CONTRACT PRICE due to this CHANGE ORDER will be increased by:	\$ 7,920.00
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ 306,041.50

The CONTRACT TIME will be increased by 5 calendar days.

The date for completion of work will be August 31, 2020 Substantial (Date).

_____ Final (Date)

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended by the ENGINEER: Yuriy Amelyan, Project Manager
(Name & Title)
Y Amelyan Date 7-28-2020
(Signature)

Accepted by the CONTRACTOR: Ben Mehring, Project Manager
(Name & Title)
Ben Date 7-28-2020
(Signature)

Approved by the OWNER: _____
Douglas H. Frazer, Village President
(Name & Title)

(Signature) Date _____

Kelly Meyer, Village Clerk
(Name & Title)

(Signature) Date _____

Date: July 28, 2020

OWNER: Village of Fox Point

ENGINEER: Kapur & Associates, Inc.

Additional work performed by Stark Pavement Corporation:

1. Replacement of deteriorated manhole chimney (14 Each or approximately 12 VF) with precast concrete adjusting rings.\$660 per VF or approximately 12 VF x \$660 = \$7,920.00

Change to CONTRACT PRICE:	\$ <u>7,920.00</u>
Original CONTRACT PRICE:	\$ <u>298,121.50</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER:	\$ <u>298,121.50</u>
The CONTRACT PRICE due to this CHANGE ORDER will be increased by:	\$ <u>7,920.00</u>
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ <u>306,041.50</u>

The CONTRACT TIME will be increased by 5 calendar days.

The date for completion of work will be August 31, 2020 Substantial (Date).

Final (Date)

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended by the ENGINEER: Yuriy Amelyan, Project Manager
(Name & Title)
 Date 7-28-2020
(Signature)

Accepted by the CONTRACTOR: Ben Mehring, Project Manager
(Name & Title)
[Signature] Date 7-28-2020
(Signature)

Approved by the OWNER: Douglas H. Frazer, Village President
(Name & Title)

(Signature) Date _____

Kelly Meyer, Village Clerk
(Name & Title)

(Signature) Date _____

COOPERATION AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2020, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the _____, (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, (hereinafter referred to as the "Act") providing Federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as "NAHA") providing Federal assistance for, among other things, the HOME Investment Partnership program (hereinafter referred to as "HOME") which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, the Act makes possible the allocation of funds to Milwaukee County for the purpose of undertaking only community development program activities identified in Section 105 of the Act; and

WHEREAS, NAHA makes possible the allocation of funds to Milwaukee County for the purpose of undertaking housing programs identified in Section 211 of NAHA; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") for funds authorized under the Act and NAHA; and

WHEREAS, the Act recognizes that the Municipality may enter into cooperation agreements with the County in order to undertake housing and community development activities as authorized in Section 105 of the Act; and

WHEREAS, the County and the Municipality have determined that joint action is an effective way to accomplish the purposes of said Act and NAHA; and

WHEREAS, counties in Wisconsin, pursuant to Wisconsin Statutes Sec. 59.01 and municipalities in Wisconsin, pursuant to Wisconsin Statutes Sec. 66.0301 have the necessary authority to enter into contracts of the type herein contemplated.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between the County and the Municipality as follows:

PROVISIONS:

1. **Purpose.** The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, by means of submitting to HUD a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds ("CDBG") as an Urban County from Federal Fiscal Years 2021, 2022, and 2023 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three (3) federal fiscal years and from any program income generated from the expenditure of such funds.

2. **Consideration:** The Municipality, by the execution of this Agreement, agrees to have its yearly CDBG allocation calculated by a formula using Families in Poverty census data. Both the CDBG and HOME programs use this census factor, and others, to determine yearly allocations for cities, counties and states. The HOME program provides an online tool, the Consortium Builder (see <https://www.hudexchange.info/resource/2450/home-consortia-builder-a-tool-to-estimate-funding/> for more information); that provides guidance on how to combine demographics of member governments for allocation amounts. The County uses the Consortium Builder Tool to determine Urban County member's allocations. Since the members of the CDBG Urban County are also members of the HOME Participating Jurisdiction, these factors are consistent across both programs.

A Municipality may expend each year's allocation using one or both of the following options. The Municipality can 1) submit a proposed project(s) for funding consideration, and/or 2) have all or some of its allotment for that year applied to the Home Repair Program. These two options are described in more detail below.

Proposed Project(s): A Municipality must have a proposed project(s) that 1) meets a National Objective of the CDBG Program (Benefit to Low- and Moderate Income Persons, Prevention or Elimination of Slum and Blight, or meeting an Urgent Need); 2) is an eligible activity under the CDBG program; and 3) meets one or more of the Goals and Objectives of the current Consolidated Plan. A Municipality's allocation may be impacted by past project performance and outcomes, past project compliance with applicable regulations, and compliance with this Cooperation Agreement. The County agrees to include the Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of the Housing and Community Development Act.

Home Repair Program: Since 1976, the Home Repair program has been providing low- and no-interest loans for home repair, including the removal of architectural barriers for disabled low-income homeowners and tenants. Funding for the Home Repair Program is provided by CDBG and HOME funds. The overall intent of the program is to rehabilitate, maintain, and expand the supply of decent, safe and sanitary housing within suburban Milwaukee County. Administrative control is exercised by the Milwaukee County Housing Division with the Home Repair Review Board having final policy-making and loan approval/denial authority. A Municipality may choose to have all or some of its allocation included in that year's

CDBG funding for the Home Repair Program. An effort would be made to provide assistance under this program to income qualified homeowners/tenants within the Municipality's jurisdiction.

3. Restrictions. Neither the County nor the Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.

4. Term. The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three (3) entire Program Years 2021, 2022, and 2023 and for such additional time as may be required for the expenditure of program income received and of funds granted through the Act and NAHA to the County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. A municipality executing an Agreement for participation shall not have the opportunity to terminate or withdraw from the Agreement during the period that this Agreement is in effect. This Agreement shall be in effect for three (3) successive years and remain in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year period are expended and the funded activities completed.

5. Obligations.

- a. Milwaukee County and the _____ agree to undertake all actions necessary to assure compliance with Milwaukee County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, provisions of the National Environmental Policy Act of 1969, and other applicable laws. In addition, the Municipality is subject to the same requirements applicable to subrecipients, pursuant to 24 CFR 570.501(b), including the requirement of a written agreement as set forth in 24 CFR 570.503.

The Municipality understands, acknowledges and agrees that non-compliance with any of the provisions above may constitute non-compliance by the County which may provide "cause" for funding sanctions or other remedial actions by HUD. Further, Urban County Community Development funding is prohibited for activities in or in support of any cooperating unit of government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

- b. The Municipality shall select at least three (3) action items from the list below to affirmatively further fair housing for the duration of this Agreement. The Municipality shall keep records documenting actions taken to affirmatively

further fair housing and provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.

- i. Provide Milwaukee County Housing Division and make available to developers an inventory of developable land that is suitable for affordable, high-density, multi-family housing.
 - ii. Provide a list to the Milwaukee County Housing Division annually of all Tax Incremental Financing (TIF) Districts that will terminate within the next five (5) years and plans to extend the TIF to create affordable multi-family housing.
 - iii. Work with Southeast Wisconsin Regional Plan Commission and/or Metropolitan Milwaukee Fair Housing Council to review and revise ordinances to remove barriers to affordable housing. Zoning ordinances, building ordinances, and fair housing ordinances are examples of the types of ordinances that may impact housing.
 - iv. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.
 - v. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the Municipality to encourage participation in the Housing Choice Voucher program and provide landlords with fair housing information.
 - vi. Train elected officials serving on the governing board (common council/board of trustees) and volunteers serving on the plan commission, board of appeals, and other bodies impacting housing in fair housing laws and the requirement to affirmatively further fair housing.
 - vii. Train "first point of contact" staff to ensure that persons requesting assistance for possible fair housing violations obtain timely and accurate information from anyone who may answer a phone or field fair housing inquiries from the public.
 - viii. Any other activity listed in the recommendations section of Milwaukee County Analysis of Impediments to Fair Housing (June 2008 edition and any updated Analysis) with approval from the Milwaukee County Housing Division.
- c. Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.

- d. Pursuant to HUD regulations, the Municipality may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.
- e. Pursuant to HUD regulations, the Municipality may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. However, this Agreement does not preclude The County or the Municipality from applying for State HOME funds.
- f. The Municipality attests that it has adopted and is enforcing:
 - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- g. The Municipality must inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.
 - i. Any such program income must be paid to the County, or if the completion of an approved activity should require the use of program income, the Municipality may retain said income upon mutual agreement of the County and the Municipality.
 - ii. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.
- h. The Municipality must establish and maintain appropriate record keeping and reporting of any retained program income and make such available to the County in order that the County can meet its monitoring and reporting responsibilities to HUD.
- i. If the Milwaukee County Urban County Community Development program is, at some future date, closed-out, or if the status of the Municipality's participation in the Milwaukee County Urban County Community Development program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
- j. If the Municipality utilizes in whole or in part, funds covered by this Agreement to acquire and/or improve real property which will be within the control of the Municipality, then the following standards shall apply:

- i. The Municipality will notify the County in advance of any modification or change in the use of real property from that planned at the time of the acquisition or improvement, including disposition;
 - ii. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and
 - iii. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with CDBG funds prior to or subsequent to the close-out, change of status, or termination of this Cooperation Agreement shall be treated under the provisions of this Agreement concerning program income.
- k. As required by the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76, a local unit of general government may not sell, trade or otherwise transfer all or any portion of the CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

6. Authorization.

- a. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on _____, 20____, Resolution File No. _____ (copy attached).
- b. The Municipality has executed this Agreement pursuant to action taken by its governing body on _____, 20____, by law (copy attached).

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

MUNICIPALITY

Name: _____

Title: _____

Name: _____

Title: _____

MILWAUKEE COUNTY

Director Department of Health and Human Services

Approved:

Approved:

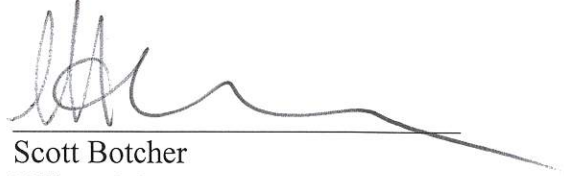
By: _____ Date: _____
County Executive

By: _____ Date: _____
Office of the Comptroller

Approved as to Execution:

By: _____ Date: _____
Corporation Counsel

This is to certify that the attached is true and correct list of bills due for a period from July 1- 31, 2020, in the total amount of \$1,449,152.16. 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 August 11, 2020.

Douglas H. Frazer
Village President

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-13100 ACCOUNTS RECEIVABLE - SUNDRY						
919	DAVID J. FRANK LANDSCAPE C	19233	432 E FOX DALE CT	07/23/2020	450.00	07/24/2020
Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY:					450.00	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	AUGUST 2020	LIFE INSURANCE	07/09/2020	816.83	07/10/2020
Total 10-21520 GROUP LIFE:					816.83	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	JULY 2020	POLICE DUES	07/27/2020	495.00	07/31/2020
Total 10-21525 UNION DUES:					495.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0709202	Deferred Comp NICHOLAS Pay	07/09/2020	50.00	07/10/2020
375	NORTH SHORE BANK, FSB	PR0709202	Deferred Comp NORTH SHORE	07/09/2020	1,105.00	07/10/2020
375	NORTH SHORE BANK, FSB	PR0723202	Deferred Comp NICHOLAS Pay	07/22/2020	50.00	07/24/2020
375	NORTH SHORE BANK, FSB	PR0723202	Deferred Comp NORTH SHORE	07/22/2020	1,105.00	07/24/2020
1622	WELLS FARGO BANK, N.A.	PR0709201	Deferred Comp WI DEFER - PRE	07/09/2020	9,869.14	07/10/2020
1622	WELLS FARGO BANK, N.A.	PR0709201	Deferred Comp WI DEFER - RO	07/09/2020	737.31	07/10/2020
1622	WELLS FARGO BANK, N.A.	PR0723201	Deferred Comp WI DEFER - PRE	07/22/2020	4,519.14	07/24/2020
1622	WELLS FARGO BANK, N.A.	PR0723201	Deferred Comp WI DEFER - RO	07/22/2020	437.31	07/24/2020
101991	VANTAGEPOINT TRANSFER AG	PR0709201	Deferred Comp ICMA-PRETAX	07/09/2020	1,016.43	07/10/2020
101991	VANTAGEPOINT TRANSFER AG	PR0723201	Deferred Comp ICMA-PRETAX	07/22/2020	1,016.43	07/24/2020
Total 10-21530 DEFERRED COMPENSATION:					19,905.76	
10-44120 LIQUOR/TOBACCO LICENSES						
727	WI DEPT. OF JUSTICE	20200626	BARTENDER	07/09/2020	7.00	07/10/2020
727	WI DEPT. OF JUSTICE	20200707	BARTENDERS	07/09/2020	28.00	07/10/2020
727	WI DEPT. OF JUSTICE	JBS Liquor 0630202	BARTENDER	07/02/2020	7.00	07/02/2020
Total 10-44120 LIQUOR/TOBACCO LICENSES:					42.00	
10-45100 FINES/FORFEITURES						
815	OUTAGAMIE CO -CLERK OF CO	FUMBANKS/ANTO	FUMBANKS/ANTONIO 3/18/1983	07/24/2020	500.00	07/24/2020
Total 10-45100 FINES/FORFEITURES:					500.00	
10-46710 PAVILION RENTALS						
1139	LORICCO, MARIA	8.003395	PAVILLION REFUND	07/23/2020	150.00	07/24/2020
1306	BELETE, MICHAEL	8.003363	REFUND PAVILION DEPOSIT	07/08/2020	150.00	07/10/2020
Total 10-46710 PAVILION RENTALS:					300.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	June 2020	JUNEDRIVERSUR/JAIL	07/06/2020	323.97	07/10/2020
552	WISCONSIN, STATE OF - COUR	June 2020	JUNE	07/06/2020	1,402.96	07/10/2020
Total 10-51200-395 COUNTY COURT FEES:					1,726.93	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	4454	VILLAGE ATTORNEY	07/23/2020	907.70	07/24/2020
Total 10-51300-218 VILLAGE ATTORNEY:					907.70	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-51300-219 VILLAGE PROSECUTOR						
965	PADWAY & PADWAY LTD	Feb-July 11, 2020	PROSEC. FEB-JULY	07/23/2020	4,919.50	07/24/2020
Total 10-51300-219 VILLAGE PROSECUTOR:					4,919.50	
10-51440-310 SUPPLIES/EXPENSES						
286	BOB LURIE GLASS CORP.	87038	PLEXIGLASS	07/16/2020	850.00	07/24/2020
1766	CONFLUENCE GRAPHICS	72327	DOOR HANGERS	07/01/2020	664.38	07/02/2020
1766	CONFLUENCE GRAPHICS	72423	ELECTIONS	07/01/2020	833.06	07/24/2020
5033	OFFICE DEPOT -US COMMUNIT	101548739001	37360205-ELECTIONS	07/09/2020	97.10	07/10/2020
Total 10-51440-310 SUPPLIES/EXPENSES:					2,444.54	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	149074	MONTHLY/REVALUATION	07/01/2020	7,820.46	07/02/2020
Total 10-51530-210 CONTRACT SERVICES:					7,820.46	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	27285752	MONTHLY	07/01/2020	231.00	07/02/2020
789	DO IT NOW CLEANING LLC	113	MONTHLY CLEANING	07/28/2020	1,583.37	07/31/2020
940	ONTECH SYSTEMS, INC.	49404	ONSITE/REMOTE	07/06/2020	562.32	07/10/2020
940	ONTECH SYSTEMS, INC.	49627	AGREEMENT RMM	07/06/2020	1,155.00	07/10/2020
940	ONTECH SYSTEMS, INC.	49628	STORAGECRAFT	07/06/2020	208.00	07/10/2020
954	KRAJENKA, KATIE	FINAL PAY PROP 2	LOGO DESIGN	07/28/2020	900.00	07/28/2020
5766	CIVICPLUS	20001	ANNUAL FEE	07/23/2020	4,727.36	07/24/2020
102273	CIVIC SYSTEMS, LLC	CVC19424	SEMI ANNUAL FEE	07/06/2020	7,222.00	07/10/2020
Total 10-51600-210 CONTRACT SERVICES:					16,589.05	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	06/22-7/22/20	3298-754-812	07/28/2020	19.52	07/31/2020
536	WE-ENERGIES	5/20-6/21/20	3298-754-812	07/01/2020	23.22	07/02/2020
Total 10-51600-220 GAS-HEAT:					42.74	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	06/22-7/22/20	3298-754-812	07/28/2020	1,262.77	07/31/2020
536	WE-ENERGIES	5/20-6/21/20	3298-754-812	07/01/2020	1,090.99	07/02/2020
Total 10-51600-221 ELECTRIC UTILITIES:					2,353.76	
10-51600-222 TELEPHONE UTILITIES						
848	WINDSTREAM	72783080	ACCT #205607369	07/08/2020	175.42	07/10/2020
2691	CENTURYLINK-BUSINESS SVC.	130324102	87619173	07/20/2020	.42	07/24/2020
5312	AT & T- VILLAGE	06/22/2020	414 351-8900 758 7	07/01/2020	38.30	07/02/2020
5312	AT & T- VILLAGE	07/22/2020	414 351-8900 758 7	07/30/2020	38.30	07/31/2020
Total 10-51600-222 TELEPHONE UTILITIES:					252.44	
10-51600-234 VILLAGE HALL MAINTENANCE						
360	NASSCO INC.	S2610730.001	SUPPLIES	07/07/2020	140.37	07/10/2020
360	NASSCO INC.	S2638291.001	BOWL CLEANER	07/07/2020	45.63	07/10/2020
502	VILLAGE HARDWARE - VH	198313/1	BULB	07/01/2020	12.58	07/02/2020
502	VILLAGE HARDWARE - VH	198760/1	BULB	07/13/2020	11.69	07/16/2020
752	EMC2 MECHANICAL SOLUTION	113E	REPAIRS	07/09/2020	150.00	07/16/2020
892	SPECTRUM	07/08/2020	10404-060459401-5001	07/23/2020	8.83	07/24/2020
1246	SECURE FIRE & SAFETY LLC	22045	ANNUAL VH	07/01/2020	437.35	07/02/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
1994	STEINER ELECTRIC, INC.	26168*	REPAIRS	07/09/2020	768.74	07/16/2020
4777	BATTERIES PLUS -	P25123997	40W	07/20/2020	21.30	07/24/2020
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					1,596.49	
10-51600-310 SUPPLIES/MISC EXPENSES						
727	WI DEPT. OF JUSTICE	Jost Background	BACKGROUND	07/02/2020	7.00	07/02/2020
5033	OFFICE DEPOT -US COMMUNIT	103322950001	37360205-VLG	07/15/2020	20.64	07/16/2020
5033	OFFICE DEPOT -US COMMUNIT	105517148001	37360205 VLG	07/23/2020	21.55	07/24/2020
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					49.19	
10-51600-311 POSTAGE						
415	POSTMASTER	2020-2021 MARKE	#4153 MARKETING MAIL	07/09/2020	240.00	07/10/2020
Total 10-51600-311 POSTAGE:					240.00	
10-51700-156 UNEMPLOYMENT COMPENSATION						
181	UNEMPLOYMENT INSURANCE	000010174173	VLG	07/09/2020	23.50	07/10/2020
Total 10-51700-156 UNEMPLOYMENT COMPENSATION:					23.50	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	2020correction	CORRECTION TO REIMB	07/23/2020	178.71	07/24/2020
433	RESNICK, AMY	7	HEALTH INSURANCE REIMBUR	07/01/2020	455.59	07/02/2020
435	RIES, DANIEL	23	HEALTH	07/01/2020	834.56	07/02/2020
638	KRIEFALL, DONALD A	51	HEALTH INSURANCE REIMBUR	07/01/2020	437.12	07/02/2020
Total 10-51700-511 GROUP HEALTH - RETIREES:					1,905.98	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
1763	TACTICAL SOLUTIONS	7964	CERTIFICATION	07/16/2020	334.00	07/16/2020
5152	JAMES IMAGING SYSTEMS, IN	1003893	MONTHLY PD	07/30/2020	173.07	07/31/2020
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					507.07	
10-52100-217 DISPATCHING CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	4195	DISPATCH	07/01/2020	73,336.04	07/02/2020
Total 10-52100-217 DISPATCHING CONTRACT SERVICES:					73,336.04	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	5/20-6/21/20	6286-911-140	07/01/2020	218.80	07/02/2020
536	WE-ENERGIES	6/22-07/22/20	6286-911-140	07/27/2020	129.14	07/31/2020
Total 10-52100-220 GAS UTILITIES:					347.94	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	5/20-6/21/20	9299-448-560	07/01/2020	23.83	07/02/2020
536	WE-ENERGIES	5/20-6/21/20	0699-070-169	07/01/2020	2,322.80	07/02/2020
536	WE-ENERGIES	6/22-07/22/20	0699-070-169	07/27/2020	2,388.76	07/31/2020
536	WE-ENERGIES	6/22-07/22/20	9299-448-560	07/27/2020	22.89	07/31/2020
Total 10-52100-221 ELECTRIC UTILITIES:					4,758.28	
10-52100-222 TELEPHONE UTILITIES						
848	WINDSTREAM	72783080	ACCT #205607369	07/08/2020	109.64	07/10/2020
892	SPECTRUM	20200701OTA	10404038090401-6001	07/09/2020	17.67	07/10/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
2136	VERIZON WIRELESS	9858035747	786223225-00001 POLICE	07/16/2020	211.72	07/16/2020
2691	CENTURYLINK-BUSINESS SVC.	130324102	87619173	07/20/2020	.41	07/24/2020
2973	TIME WARNER CABLE	70433001070120	070433001	07/09/2020	452.98	07/10/2020
5312	AT & T- VILLAGE	06/22/2020	414 351-8900 758 7	07/01/2020	23.94	07/02/2020
5312	AT & T- VILLAGE	07/22/2020	414 351-8900 758 7	07/30/2020	23.94	07/31/2020
Total 10-52100-222 TELEPHONE UTILITIES:					840.30	
10-52100-232 VEHICLE MAINTENANCE						
1171	CUSTOM TOP SHOP, INC.	22752	REPAIR	07/16/2020	150.00	07/16/2020
Total 10-52100-232 VEHICLE MAINTENANCE:					150.00	
10-52100-233 EQUIPMENT MAINTENANCE						
2264	PB ELECTRONICS	138895	REPAIR LASER	07/16/2020	105.00	07/16/2020
5731	U-LINE	121611819	POLY TUBING	07/09/2020	191.29	07/10/2020
5839	LEXISNEXIS	1246411-20200630	MONTHLY	07/09/2020	30.00	07/10/2020
102081	GOODYEAR AUTO SERVICE CE	333627	TIRES	07/09/2020	1,200.00	07/10/2020
Total 10-52100-233 EQUIPMENT MAINTENANCE:					1,526.29	
10-52100-234 BUILDING MAINTENANCE						
1286	AUTOMATIC BUILDING CONTR	2020062910324158	REPAIR	07/02/2020	140.50	07/02/2020
Total 10-52100-234 BUILDING MAINTENANCE:					140.50	
10-52100-310 SUPPLIES/EXPENSES						
5033	OFFICE DEPOT -US COMMUNIT	100673821001	37360205 POLICE	07/16/2020	349.00	07/16/2020
5033	OFFICE DEPOT -US COMMUNIT	502758320001	37360205 POLICE	07/01/2020	52.05	07/02/2020
5033	OFFICE DEPOT -US COMMUNIT	502765458001	37360205 POLICE	07/01/2020	133.11	07/02/2020
Total 10-52100-310 SUPPLIES/EXPENSES:					534.16	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1436979	DUBNICKA	07/01/2020	99.98	07/02/2020
473	STREICHER'S	1440423	MORELLI	07/16/2020	35.00	07/16/2020
Total 10-52100-330 CLOTHING ALLOWANCE:					134.98	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2687511	10586-10586 POLICE DEPARTM	07/01/2020	117.31	07/02/2020
393	PACKERLAND RENT-A-MAT INC.	2695089	10586-10586 POLICE DEPARTM	07/30/2020	110.28	07/31/2020
Total 10-52100-334 JANITORIAL SUPPLIES:					227.59	
10-53200-400 MATERIALS						
327	MENARD'S - MILWAUKEE	11743	POST	07/07/2020	269.90	07/10/2020
Total 10-53200-400 MATERIALS:					269.90	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	5/29-6/26/20	3449-647-735	07/08/2020	187.04	07/10/2020
536	WE-ENERGIES	6/7-7/7/20	7083-911-529	07/15/2020	18.64	07/16/2020
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					205.68	
10-53300-405 STREET MATERIALS						
458	SHERWIN INDUSTRIES, INC.	SC045133	TACK	07/07/2020	343.53	07/10/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
458	SHERWIN INDUSTRIES, INC.	SC045272	SAND HOT MIX	07/27/2020	345.81	07/31/2020
5920	AMERICAN ASPHALT MATERIAL	57748	5 GAL TACK	07/07/2020	132.00	07/10/2020
Total 10-53300-405 STREET MATERIALS:					821.34	
10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS						
327	MENARD'S - MILWAUKEE	11743	TOOL BOX	07/07/2020	12.79	07/10/2020
Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:					12.79	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	6/7-7/7/20	3217-867-834	07/15/2020	16.25	07/16/2020
536	WE-ENERGIES	6/7-7/7/20	6865-091-092	07/15/2020	16.25	07/16/2020
536	WE-ENERGIES	6/7-7/7/20	9024-478-778	07/15/2020	16.25	07/16/2020
536	WE-ENERGIES	6/7-7/7/20	7018-222-713	07/15/2020	18.10	07/16/2020
Total 10-53400-221 BUS STOP-ELECTRIC:					66.85	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000489-1996-3	MSW	07/08/2020	9,766.92	07/10/2020
Total 10-53630-370 LANDFILL FEES:					9,766.92	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0059353-2286-6	YARDWASTE	07/08/2020	1,677.73	07/10/2020
Total 10-53642-400 MATERIALS:					1,677.73	
10-53700-300 MISCELLANEOUS EXPENSE						
43	AUTO PARTS & SERVICE	816010	MISC	07/09/2020	67.47	07/16/2020
1074	MATHESON TRI-GAS, INC	51663884	ARGON	07/09/2020	28.50	07/16/2020
2241	ITU ABSORB TECH, INC	7493659	SHOP	07/01/2020	11.51	07/02/2020
2241	ITU ABSORB TECH, INC	7498061	SHOP	07/09/2020	11.51	07/16/2020
2241	ITU ABSORB TECH, INC	7502294	SHOP	07/09/2020	11.51	07/16/2020
2241	ITU ABSORB TECH, INC	7506574	SHOP	07/21/2020	11.51	07/24/2020
Total 10-53700-300 MISCELLANEOUS EXPENSE:					142.01	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	816010	MISC	07/09/2020	46.32	07/16/2020
43	AUTO PARTS & SERVICE	816146	MISC	07/09/2020	87.80	07/16/2020
43	AUTO PARTS & SERVICE	816944	BATTERY	07/09/2020	136.45	07/16/2020
43	AUTO PARTS & SERVICE	820274	MISC	07/01/2020	24.04	07/02/2020
43	AUTO PARTS & SERVICE	820548	MISC	07/09/2020	110.85	07/16/2020
43	AUTO PARTS & SERVICE	820991	MISC	07/09/2020	56.94	07/16/2020
43	AUTO PARTS & SERVICE	821365	BRAKE CLEANER	07/09/2020	39.60	07/16/2020
52	BRAKE & EQUIPMENT	559201	LIGHTS	07/09/2020	13.32	07/16/2020
89	FABICK CAT	SIMK0008087	MISC	07/09/2020	189.20	07/16/2020
281	LINCOLN CONTRACTORS SUP	M88664	LINE	07/09/2020	6.00	07/16/2020
547	ROLAND MACHINERY	40088222	LUBE SPIN	07/09/2020	52.67	07/16/2020
547	ROLAND MACHINERY	40088519	FLTR/LUBE	07/09/2020	3.76	07/16/2020
591	CUMMINS INC.	F6-66463	HEATER COOLANT	07/20/2020	228.57	07/24/2020
1132	BURRIS EQUIPMENT CO.	1132	CABLE	07/09/2020	173.91	07/16/2020
1132	BURRIS EQUIPMENT CO.	PI10237	SWITCH	07/09/2020	92.68	07/16/2020
1261	INTERSTATE POWER SYSTEMS	CO41041211	FILTER	07/21/2020	62.47	07/24/2020
1261	INTERSTATE POWER SYSTEMS	CO4104066501	FILTER	07/16/2020	57.85	07/24/2020
1337	HERBST OIL, INC	3342	BREAKAWAY	07/21/2020	85.00	07/24/2020
1405	JX PETERBUILT- WAUKESHA	12114093p	PARTS	07/21/2020	510.99	07/24/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
2810	CONTREE SALES, INC.	63457	PORT	07/09/2020	34.21	07/16/2020
2987	TEREX	7030105	REPAIR	07/21/2020	5,913.63	07/24/2020
4836	REINDERS, INC.	1835306-00	SHOCK GAS	07/01/2020	74.21	07/02/2020
102169	TRUCK COUNTRY OF WISCON	X20702970601	BATTERY	07/09/2020	89.48	07/16/2020
102169	TRUCK COUNTRY OF WISCON	x20702980201	GASKET	07/09/2020	57.06	07/16/2020
Total 10-53700-341 REPAIR PARTS:					8,147.01	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	821365	DEF	07/09/2020	62.94	07/16/2020
1337	HERBST OIL, INC	74970	FUEL	07/09/2020	1,247.67	07/16/2020
1337	HERBST OIL, INC	74971	FUEL	07/21/2020	1,098.20	07/24/2020
1337	HERBST OIL, INC	75432	FUEL	07/21/2020	1,183.59	07/24/2020
1337	HERBST OIL, INC	75433	FUEL	07/09/2020	1,204.96	07/16/2020
Total 10-53700-343 FUEL:					4,797.36	
10-53700-344 OIL						
43	AUTO PARTS & SERVICE	816010	OIL	07/09/2020	38.04	07/16/2020
43	AUTO PARTS & SERVICE	821365	OIL	07/09/2020	80.64	07/16/2020
198	NAPA AUTO PARTS	5250671219	NON DETER 10 QT	07/09/2020	9.16	07/16/2020
Total 10-53700-344 OIL:					127.84	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	06/22-7/22/20	3298-754-812	07/28/2020	19.53	07/31/2020
536	WE-ENERGIES	5/20-6/21/20	3298-754-812	07/01/2020	23.22	07/02/2020
Total 10-53800-220 GAS UTILITIES:					42.75	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	06/22-7/22/20	3298-754-812	07/28/2020	1,262.76	07/31/2020
536	WE-ENERGIES	5/20-6/21/20	3298-754-812	07/01/2020	1,090.99	07/02/2020
Total 10-53800-221 ELECTRIC UTILITIES:					2,353.75	
10-53800-222 TELEPHONE UTILITIES						
848	WINDSTREAM	72783080	ACCT #205607369	07/08/2020	153.50	07/10/2020
5312	AT & T- VILLAGE	06/22/2020	414 351-8900 758 7	07/01/2020	33.52	07/02/2020
5312	AT & T- VILLAGE	07/22/2020	414 351-8900 758 7	07/30/2020	33.52	07/31/2020
Total 10-53800-222 TELEPHONE UTILITIES:					220.54	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9857806067	787000169-00001	07/20/2020	220.14	07/24/2020
Total 10-53800-224 CELL PHONES:					220.14	
10-53800-300 MISCELLANEOUS EXPENSE						
727	WI DEPT. OF JUSTICE	20200714	BACKGROUND CHECK DPW	07/16/2020	21.00	07/16/2020
2241	ITU ABSORB TECH, INC	7293661	DPW	07/01/2020	26.73	07/02/2020
2241	ITU ABSORB TECH, INC	7498063	DPW	07/09/2020	26.73	07/16/2020
2241	ITU ABSORB TECH, INC	7502296	DPW	07/09/2020	298.67	07/16/2020
2241	ITU ABSORB TECH, INC	7506576	DPW	07/21/2020	26.73	07/24/2020
Total 10-53800-300 MISCELLANEOUS EXPENSE:					399.86	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-53800-333 SAFETY PROGRAM						
3240	FEHR GRAHAM ENGINEERING	95861	TECHNICAL SERVICES	07/15/2020	2,350.00	07/16/2020
5763	AMERICAN INDUSTRIAL MEDIC	22337	HEARING TESTS	07/01/2020	420.00	07/02/2020
Total 10-53800-333 SAFETY PROGRAM:					2,770.00	
10-54100-214 HUMANE SOCIETY/MADACC						
619	MADACC	1943	CAPITAL PROJECTS	07/09/2020	7.72	07/10/2020
619	MADACC	1943	3QTR	07/09/2020	873.82	07/10/2020
Total 10-54100-214 HUMANE SOCIETY/MADACC:					881.54	
10-55200-435 PLAYGROUND MATERIALS						
502	VILLAGE HARDWARE - VH	198178/1	CAULK	07/01/2020	12.58	07/02/2020
4529	NEU'S BUILDING CENTER, INC.	4130540	MISC	07/23/2020	631.76	07/31/2020
Total 10-55200-435 PLAYGROUND MATERIALS:					644.34	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	6/7-7/7/20	5214-367-035	07/15/2020	26.64	07/16/2020
Total 10-55440-220 GAS UTILITIES:					26.64	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	6/7-7/7/20	5630-222-240	07/15/2020	94.12	07/16/2020
Total 10-55440-221 ELECTRIC UTILITIES:					94.12	
10-55440-450 SKATE RINK MATERIALS						
360	NASSCO INC.	S2638291.001	BOWL CLEANER	07/07/2020	45.63	07/10/2020
Total 10-55440-450 SKATE RINK MATERIALS:					45.63	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	68883	FORESTRY REQUESTS	07/01/2020	4,940.00	07/02/2020
Total 10-56100-125 FORESTRY CONSULTANT:					4,940.00	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	132143	GIS DATA MAINT	07/01/2020	904.50	07/02/2020
Total 21-53100-233 GIS MAINTENANCE:					904.50	
21-53800-210 CONTRACT SERVICES						
102273	CIVIC SYSTEMS, LLC	CVC19668	BADGER BEACON INTERFCE	07/23/2020	600.00	07/24/2020
Total 21-53800-210 CONTRACT SERVICES:					600.00	
21-71000-400 MATERIALS						
256	KAPUR & ASSOCIATES, INC.	102311	GENERAL PROF.SVCS	07/01/2020	562.50	07/02/2020
281	LINCOLN CONTRACTORS SUP	M88952	MARKING PAINT	07/02/2020	34.32	07/10/2020
776	GRAINGER, INC.	9563618056	LANTERN	07/09/2020	263.64	07/16/2020
Total 21-71000-400 MATERIALS:					860.46	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	6/7-7/7/20	2417--882-521	07/15/2020	11.30	07/16/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 21-72000-220 GAS UTILITIES:					11.30	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	6/7-7/7/20	1670-928-034	07/15/2020	21.29	07/16/2020
536	WE-ENERGIES	6/7-7/7/20	2417--882-521	07/15/2020	101.95	07/16/2020
Total 21-72000-221 ELECTRIC UTILITIES:					123.24	
21-73000-400 MATERIALS						
2136	VERIZON WIRELESS	9857806067	787000169-00001	07/20/2020	37.50	07/24/2020
Total 21-73000-400 MATERIALS:					37.50	
21-91000-805 LIFT STATIONS PUMP REPLACEMENT						
863	ENERGENECS, INC.	0040285-IN	CUSTOM JOB	07/01/2020	4,100.00	07/02/2020
Total 21-91000-805 LIFT STATIONS PUMP REPLACEMENT:					4,100.00	
21-91000-871 TELEVISIONING						
1259	GREAT LAKES TV SEAL, INC	20274	TELEVISION	07/20/2020	650.95	07/24/2020
Total 21-91000-871 TELEVISIONING:					650.95	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
256	KAPUR & ASSOCIATES, INC.	101898	SANITARY SEWER	07/01/2020	6,811.00	07/02/2020
256	KAPUR & ASSOCIATES, INC.	102313	SANITARY SEWER	07/01/2020	2,790.00	07/02/2020
256	KAPUR & ASSOCIATES, INC.	103542	SANITARY SEWER	07/16/2020	12,286.50	07/24/2020
1247	VISU-SEWER, INC.	1.1	SANITARY SEWER REHAB	07/08/2020	110,778.50	07/10/2020
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					132,666.00	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6522244-2275-6	MONTHLY	07/08/2020	21,731.72	07/10/2020
Total 22-53650-210 CONTRACT SERVICES:					21,731.72	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	6/8-7/8/20	8294-368-584	07/20/2020	25.50	07/24/2020
Total 23-55420-220 GAS UTILITIES:					25.50	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	6/8-7/8/20	8294-368-584	07/20/2020	63.17	07/24/2020
Total 23-55420-221 ELECTRIC UTILITIES:					63.17	
24-52400-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	4454	VILLAGE ATTORNEY	07/23/2020	129.70	07/24/2020
Total 24-52400-218 VILLAGE ATTORNEY:					129.70	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9857806067	787000169-00001	07/20/2020	35.00	07/24/2020
Total 24-52400-224 CELL PHONES:					35.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
25-52400-397 PUBLIC EDUCATION PROGRAM						
1553	SWEETWATER	1502	RESPECT WATER PROGRAM	07/13/2020	875.00	07/16/2020
Total 25-52400-397 PUBLIC EDUCATION PROGRAM:					875.00	
25-53410-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	M88952	MARKING PAINT	07/02/2020	34.32	07/10/2020
776	GRAINGER, INC.	9563618056	LANTERN	07/09/2020	263.64	07/16/2020
Total 25-53410-400 MATERIALS:					297.96	
25-53420-400 MATERIALS						
959	ETNA SUPPLY	S103575280.002	MISC	07/20/2020	1,687.25	07/24/2020
Total 25-53420-400 MATERIALS:					1,687.25	
25-53420-415 MAINTENANCE						
2844	SWEEP-ALL LLC	27297	BEACH HILL/DPW/ VLG HALL	07/21/2020	410.00	07/24/2020
Total 25-53420-415 MAINTENANCE:					410.00	
25-53420-483 LANDSCAPING						
280	LIESENER SOILS INC.	0181663	SOIL	07/06/2020	660.00	07/10/2020
4888	CARLIN SALES	384155-00	TRIPLET/SPURGE	07/13/2020	584.70	07/16/2020
Total 25-53420-483 LANDSCAPING:					1,244.70	
25-53800-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	4454	VILLAGE ATTORNEY	07/23/2020	354.70	07/24/2020
2136	VERIZON WIRELESS	9857806067	787000169-00001	07/20/2020	30.00	07/24/2020
Total 25-53800-210 CONTRACT SERVICES:					384.70	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	132143	GIS DATA MAINT	07/01/2020	246.00	07/02/2020
256	KAPUR & ASSOCIATES, INC.	102311	GENERAL PROF.SVCS	07/01/2020	262.50	07/02/2020
Total 25-53800-233 GIS MAINTENANCE:					508.50	
25-91500-800 WPDES COMPLIANCE PROGRAM						
39	RUEKERT MIELKE, INC.	13526	PERMIT ACTIVITES	07/20/2020	600.00	07/24/2020
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					600.00	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
732	HIGHWAY LANDSCAPERS, INC.	4	2019 STORM WATER	07/01/2020	4,749.94	07/02/2020
Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					4,749.94	
25-91500-835 STORM SEWER SYSTEM (MISC)						
5986	WSO GRADING & EXCAVATING	4038(BALANCE)	REMOVAL	07/21/2020	3,906.00	07/24/2020
Total 25-91500-835 STORM SEWER SYSTEM (MISC):					3,906.00	
25-91500-847 STORMWATER PIPE TELEVISING						
1259	GREAT LAKES TV SEAL, INC	20265	STORM SEWER INSPECT	07/20/2020	1,085.90	07/24/2020
1259	GREAT LAKES TV SEAL, INC	20266	TELEWISE	07/20/2020	322.50	07/24/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 25-91500-847 STORMWATER PIPE TELEVISIONING:					1,408.40	
25-91500-848 STORM SEW-SPOONER/SANTA MONICA						
256	KAPUR & ASSOCIATES, INC.	103518*	STORM SEWER INSPECTION	07/16/2020	15,326.88	07/24/2020
732	HIGHWAY LANDSCAPERS, INC.	1.1	2019 STORM WATER	07/20/2020	150,763.50	07/24/2020
732	HIGHWAY LANDSCAPERS, INC.	2	STORM WATER DRAINAGE	07/20/2020	26,232.64	07/24/2020
Total 25-91500-848 STORM SEW-SPOONER/SANTA MONICA:					192,323.02	
40-91100-807 COMPUTERS						
940	ONTECH SYSTEMS, INC.	49266	PRODUCTS & OTHER	07/06/2020	1,048.00	07/10/2020
Total 40-91100-807 COMPUTERS:					1,048.00	
40-91100-816 SMALL EQUIPMENT PURCHASES						
2727	INTOXIMETERS	658012	GRANT	07/09/2020	485.00	07/10/2020
Total 40-91100-816 SMALL EQUIPMENT PURCHASES:					485.00	
40-91400-816 TAILGATE SALTER						
1629	CASPER'S TRUCK EQUIPMENT	0044840	SPREADER	07/21/2020	7,464.00	07/24/2020
Total 40-91400-816 TAILGATE SALTER:					7,464.00	
40-91400-841 SMALL EQUIPMENT PURCHASES						
4529	NEU'S BUILDING CENTER, INC.	4130540	MISC	07/23/2020	417.24	07/31/2020
Total 40-91400-841 SMALL EQUIPMENT PURCHASES:					417.24	
40-91500-801 STREET RESURFACING						
357	MUNSON INC.	0082411	REPAIR	07/01/2020	5,905.00	07/02/2020
849	WOOD SEWER & EXCAVATING,	5	2019 ROAD & UTILITY	07/01/2020	76,975.63	07/02/2020
1073	WI DEPT. OF TRANSPORTATIO	3950000174448	DESIGN	07/20/2020	1,120.31	07/24/2020
Total 40-91500-801 STREET RESURFACING:					84,000.94	
40-91600-800 STORMWATER ROAD PROJECT						
256	KAPUR & ASSOCIATES, INC.	101887	GENERAL PROF.SVCS	07/01/2020	570.00	07/02/2020
256	KAPUR & ASSOCIATES, INC.	101891	ROAD & UTILITY MANAGE	07/01/2020	3,608.80	07/02/2020
256	KAPUR & ASSOCIATES, INC.	101892	BARNETT LANE BIO-RETENTIO	07/01/2020	1,616.50	07/02/2020
256	KAPUR & ASSOCIATES, INC.	101893	GENERAL PROF.SVCS	07/01/2020	1,077.00	07/02/2020
256	KAPUR & ASSOCIATES, INC.	101899	STORMWATER DESIGN	07/01/2020	1,000.00	07/02/2020
256	KAPUR & ASSOCIATES, INC.	102312	GENERAL PROF.SVCS	07/01/2020	943.00	07/02/2020
256	KAPUR & ASSOCIATES, INC.	102314	BARNETT LANE BIO-RETENTIO	07/01/2020	2,704.50	07/02/2020
256	KAPUR & ASSOCIATES, INC.	102321	ROAD & UTILITY MANAGE	07/01/2020	4,654.40	07/02/2020
256	KAPUR & ASSOCIATES, INC.	102322	GENERAL PROF.SVCS	07/01/2020	135.00	07/02/2020
256	KAPUR & ASSOCIATES, INC.	103103	2020 ROAD & UTILITY	07/01/2020	4,082.75	07/02/2020
256	KAPUR & ASSOCIATES, INC.	103513	GREENVALE STORM WATER	07/27/2020	392.00	07/31/2020
256	KAPUR & ASSOCIATES, INC.	103516*	BARNETT LANE BIO-RETENTIO	07/16/2020	1,225.50	07/24/2020
849	WOOD SEWER & EXCAVATING,	1	2020 UTILITY IMPROVEMENT	07/01/2020	160,243.65	07/02/2020
Total 40-91600-800 STORMWATER ROAD PROJECT:					182,253.10	
40-91600-833 TREE REPLACEMENT						
516	M & M TREE CARE LLC	14798	TREE INJECTIONS	07/16/2020	32,549.60	07/24/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 40-91600-833 TREE REPLACEMENT:					32,549.60	
40-91600-849 BEACH DRIVE-SHORELINE EROSION						
256	KAPUR & ASSOCIATES, INC.	101893	GENERAL PROF.SVCS	07/01/2020	540.00	07/02/2020
955	MILLER ENGINEERS SCIENTIS	12960	PROFESSIONAL SVCS	07/09/2020	967.00	07/16/2020
955	MILLER ENGINEERS SCIENTIS	12961	PROFESSIONAL SVCS	07/09/2020	5,673.50	07/16/2020
2824	MAREK LANDSCAPING	4662	NFWF GRANT	07/01/2020	2,005.00	07/02/2020
Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION:					9,185.50	
50-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	132143	GIS DATA MAINT	07/01/2020	667.50	07/02/2020
Total 50-53100-233 GIS MAINTENANCE:					667.50	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	51	MONTHLY	07/01/2020	19,127.28	07/02/2020
Total 50-81000-601 SOURCE OF WATER SUPPLY:					19,127.28	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	704	ON CALL	07/08/2020	247.50	07/10/2020
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					247.50	
50-81000-641 OPERATIONS SUPPLY AND EXPENSE						
1591	FERGUSON WATERWORKS #14	0304918	CABLE	07/07/2020	709.01	07/24/2020
Total 50-81000-641 OPERATIONS SUPPLY AND EXPENSE:					709.01	
50-81000-651 MAINTENANCE OF MAINS						
281	LINCOLN CONTRACTORS SUP	M88952	MARKING PAINT	07/02/2020	34.32	07/10/2020
474	CORE & MAIN LP	M419592	REP CLP	07/01/2020	1,055.00	07/10/2020
474	CORE & MAIN LP	M489919	BOX RISER	07/01/2020	939.12	07/10/2020
474	CORE & MAIN LP	M598307	MISC PARTS	07/02/2020	4,284.73	07/24/2020
474	CORE & MAIN LP	M618940	MISC PARTS	07/07/2020	716.55	07/24/2020
474	CORE & MAIN LP	M643402	MISC PARTS	07/10/2020	289.56	07/24/2020
474	CORE & MAIN LP	M688622	REP CLP	07/20/2020	376.63	07/31/2020
502	VILLAGE HARDWARE - VH	198096/1	WATER DEPT	07/01/2020	14.38	07/10/2020
613	h. BAR SERVICE, INC.	70806	CARBON DIOXIDE	07/23/2020	15.00	07/24/2020
2241	ITU ABSORB TECH, INC	2241	WATER DEPT	07/09/2020	8.34	07/16/2020
2241	ITU ABSORB TECH, INC	7493660	WATER DEPT	07/01/2020	8.34	07/02/2020
2241	ITU ABSORB TECH, INC	7502295	WATER	07/09/2020	44.80	07/16/2020
2241	ITU ABSORB TECH, INC	7506575	WATER DEPT	07/21/2020	8.34	07/24/2020
3206	BRILLIANT DPI, INC	36108	DOOR HANGERS	07/01/2020	153.95	07/10/2020
5293	LANNON STONE PRODUCTS	1259132	STONE	07/11/2020	2,606.02	07/24/2020
5920	AMERICAN ASPHALT MATERIAL	57664	ASPHALT	07/01/2020	364.80	07/02/2020
101806	USA BLUEBOOK	270362	SEWER SPADE	07/01/2020	114.54	07/10/2020
101806	USA BLUEBOOK	296767	BRASS	07/15/2020	186.71	07/31/2020
Total 50-81000-651 MAINTENANCE OF MAINS:					11,221.13	
50-81000-653 MAINTENANCE OF METERS						
474	CORE & MAIN LP	M520234	MTR ADPT	07/01/2020	384.24	07/10/2020
Total 50-81000-653 MAINTENANCE OF METERS:					384.24	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
50-81000-654 MAINTENANCE OF HYDRANTS						
474	CORE & MAIN LP	M127053	MISC PARTS	07/01/2020	4,183.63	07/10/2020
Total 50-81000-654 MAINTENANCE OF HYDRANTS:					4,183.63	
50-81000-800 CAPITAL OUTLAY						
256	KAPUR & ASSOCIATES, INC.	101887	GENERAL PROF.SVCS	07/01/2020	855.00	07/02/2020
256	KAPUR & ASSOCIATES, INC.	101891	ROAD & UTILITY MANAGE	07/01/2020	5,413.20	07/02/2020
256	KAPUR & ASSOCIATES, INC.	101893	GENERAL PROF.SVCS	07/01/2020	432.00	07/02/2020
256	KAPUR & ASSOCIATES, INC.	102321	ROAD & UTILITY MANAGE	07/01/2020	6,981.60	07/02/2020
256	KAPUR & ASSOCIATES, INC.	102322	GENERAL PROF.SVCS	07/01/2020	202.50	07/02/2020
256	KAPUR & ASSOCIATES, INC.	103103	2020 ROAD & UTILITY	07/01/2020	6,123.60	07/02/2020
535	MUNICIPAL LAW & LITIGATION	4454	VILLAGE ATTORNEY	07/23/2020	190.00	07/24/2020
732	HIGHWAY LANDSCAPERS, INC.	6023.2253	INSTALL WATERVALVE	07/01/2020	7,500.00	07/02/2020
849	WOOD SEWER & EXCAVATING,	1	2020 UTILITY IMPROVEMENT	07/01/2020	505,556.35	07/02/2020
Total 50-81000-800 CAPITAL OUTLAY:					533,254.25	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	07/08/20	HIGH PUMP REMOVAL	07/09/2020	126.23	07/10/2020
Total 50-81000-844 NSWC CAPITAL PROJECTS:					126.23	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
2136	VERIZON WIRELESS	9857806067	787000169-00001	07/20/2020	37.50	07/24/2020
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					37.50	
50-81000-923 OUTSIDE SERVICES EMPLOYED						
2839	CITY WATER LLC	704	MONTHLY	07/08/2020	5,900.00	07/10/2020
102273	CIVIC SYSTEMS, LLC	CVC19668	BADGER BEACON INTERFCE	07/23/2020	600.00	07/24/2020
Total 50-81000-923 OUTSIDE SERVICES EMPLOYED:					6,500.00	
50-81000-930 MISC GENERAL EXPENSE						
900	AWWA	Q	7001825959	MEMBERSHIP	07/01/2020	382.00
Total 50-81000-930 MISC GENERAL EXPENSE:					382.00	
70-12100 TAXES RECEIVABLES						
704	ROE, PATRICK OR JOAN	21246	OVERPAYMENT TAXES	07/23/2020	14.24	07/31/2020
Total 70-12100 TAXES RECEIVABLES:					14.24	
Grand Totals:					1,449,152.16	

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

Village Manager: _____

Village Board: _____

DRAFT 5-5-20
FOR DISCUSSION ONLY
ARTWORK LOAN AND EXHIBITION AGREEMENT

This Artwork Loan and Exhibition Agreement (“Agreement”), having an effective date as of the date of the last signature hereto, is entered into by and between the Village of Fox Point, a municipal corporation (“Village”), and Richard Edelman, an individual having an address of 7630 N. Links Way (“Artist”).

Background

- A. The subject artwork is a sculpture called Little Dancer, Aged Fourteen, pictured and described in Attachment A. The Village will site the artwork on village property at a location (Site) to be agreed to by the Artist, the Village Manager, the Director of Public Works, and the Village President. If the Village Board does not approve the agreed-upon site, the Artist may terminate the agreement.
- B. Artist is the creator of and title holder to the artwork.
- C. Artist wishes to loan the Artwork to the Village, at no charge, and the Village wishes to borrow the Artwork, so that the Village may display it outdoors, year-round for the term of this Agreement, at the Site in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Loan and License Grant

- 1.1. Loan.** Artist grants to the Village a loan of the Artwork, at no charge, subject to the terms of this Agreement.
- 1.2. Copyright Permission.** Artist grants to the Village: (a) the right to display the Artwork at the Site; and (b) the irrevocable right to use images of the Artwork in materials about or relating to the exhibition of the Artwork and/or the Site and the Village, and to allow others to do so, in all media now known or later developed and including the Internet and the World Wide Web, provided that such use shall not be for commercial purposes. This grant shall survive the termination of this Agreement.
- 1.3. Personality Rights.** Artist grants the Village the irrevocable right to use Artist’s name, photograph, likeness, and biography in connection with the Village’s exercise of the rights granted in this Agreement. The grant shall survive the termination of this Agreement.

2. **Artist's Warranties and Representations.** Artist represents and warrants that he or she: (a) is the sole creator of the Artwork; (b) is the owner of the Artwork and all of the rights under copyright in the Artwork; (c) has full authority to loan the Artwork and grant the rights provided in this Agreement. Artist further represents and warrants that nothing in the Artwork defames any person or entity, infringes any copyright, or otherwise violates the rights of any third party.
3. **Credit and Sale Information**
 - 3.1. **Credit.** The Village shall include, in conjunction with the display of the Artwork, information identifying Artist as the creator of the Artwork. Artist may indicate in Attachment A Artist's preferred form for such information.
 - 3.2. **Sale of the Artwork.** In conjunction with the credit information about the Artwork, the Village may, at Artist's request, include contact information for persons interested in purchasing the Artwork. All sales and related negotiations are the sole responsibility of Artist.
4. **Transfer, Installation, Care, and Removal of Artwork**
 - 4.1. **Condition of Artwork upon Transfer to the Village.** Artist and the Village will make mutually agreeable arrangements for the Artwork to be delivered to the Site, which shall be done at Artist's sole cost and expense. The absence of any notation on this Agreement or its attachments as to the condition of the Artwork at the time it was received by the Village shall not mean it was in good condition on receipt. Attributions, data, valuations, or price, and any other information shown on the attachments are as given by Artist unless otherwise specified.
 - 4.2. **Engineering Considerations.** The Director of Public Works will approve siting and installation only after considering—from a structural integrity and safety point of view—matters concerning soil conditions, the pedestal, anchoring, and wind load. If he deems it necessary, the Director of Public works will commission a third-party engineering study and report, the expense of which will be borne by the Artist. If the Artist, in the Artist's sole discretion, deems the cost of a third-party report excessive, the Artist may withdraw from this Agreement.
 - 4.3. **Shipping and Installation.** Artist shall arrange and pay any cost for shipping the Artwork to and from the Site, installation of the Artwork, and removal of the Artwork including all Site restoration to the satisfaction of the Village
 - 4.4. **Care of Artwork.** The Artist, at Artist's sole expense, will maintain the Artwork in the condition it is in upon delivery to the Site. The Village shall not be held responsible or liable for any failure to maintain the Artwork, regardless of

circumstances, including complete failure to maintain, and negligent maintenance. Except with the Artist's permission, the Village shall not (i) remove the Artwork from any foundation, mount, or base, or (ii) attempt repairs to the Artwork. The Village has the right to execute any emergency preservation measure without Artist's permission if such measure, in the sole discretion of the Village, is required to protect the Artwork or other property, or to protect the health and safety of the Village personnel or the public.

- 4.5. Surrender and Removal.** The Artwork will be returned only to Artist or to Artist's authorized agent or representative, or, in the event of the death of Artist, to the authorized legal representative of the estate of Artist. The Village may request removal of the Artwork at any time by sending written notice by certified mail to Artist at the address of Artist as shown in this agreement (or to the last change of address sent by Artist to the Village).

5. Duration of Loan and Term of this Agreement

- 5.1. Duration of Loan.** The term of this Agreement is for three (3) years, unless terminated earlier as described in Section 5.2, and begins on the Effective Date. The Artwork may not be removed from the Village by Artist during the term of the Agreement, except as may be otherwise mutually agreed by the parties.
- 5.2. Termination.** Either Party has a right to terminate this Agreement for convenience by giving the other Party ninety (90) days' written notice. "Termination Date" means the ninetieth (90th) day after the date of the terminating party's written notice, unless the parties mutually agree otherwise. In the event of termination, the Artist shall de-install the Artwork, remove it from the Site and fully restore the Site, including removal of any foundation or base related to the Artwork, and restoration of the Site to the satisfaction of the Village. Artist shall complete such removal within thirty (30) days of the Termination Date. Artist shall place on deposit with the Village a sum of \$500 to ensure proper restoration of the Site upon removal of the Artwork. Should the Site not be restored satisfactorily, Village may draw upon the deposit to properly restore the Site.
- 5.3. Post-Termination Rights.** If Artist does not remove the Artwork within thirty days of the Termination Date, then the Village has an absolute right to keep the Artwork at the Site or remove the Artwork and place the Artwork in storage, and in either case to charge regular storage fees and any related insurance cost, and to perfect and enforce a lien for these fees and costs. If Artist does not remove the Artwork within ninety (90) days after the Termination Date, and in consideration for the Village's storage and safeguarding of the Artwork during this period, the Artwork shall be deemed an unrestricted gift to the Village.

6. Security, Risk, and Indemnification

6.1. Security and Risk. The Village shall have no obligation to safeguard the Artwork. The Artist recognizes the Site is an outdoor location, adjacent to heavily traveled roads, open to the elements and to all manner of public access. Among the possible risks, without limitation, are risks of vandalism. Artist acknowledges and agrees that the Village will provide no security for the Artwork. Artist bears sole responsibility for obtaining and maintaining insurance for the Artwork while it is in transit to or from the Site, being installed or deinstalled, and on exhibit. Artist agrees that the value he selects for insurance purposes is the true value of the Artwork. Artist agrees to submit the Certificate of Insurance to the Village which shall name the Village as an additional insured.

6.2. Indemnification and Release. Artist agrees to indemnify, defend and hold the Village harmless from any liability (including attorney's fees and the costs of defending any actions) arising out of any claim by any individual, institution, or other person claiming full or partial title or copyright to the Artwork, or for any claims of damages or injury arising out of this Agreement. Artist accepts all risk associated with the Artwork being on display or stored at the Site, and hereby releases all claims and subrogation against the Village for any loss or damage to the Artwork, however caused.

7. Village Discretion. The Village retains sole and complete discretion regarding the Village's exercise of the rights granted in this Agreement, including but not limited to whether the Village will accept physical delivery or display of the Artwork, where the Artwork will be displayed within the Site, the manner of installation and removal of the Artwork, how long the Artwork will be exhibited (within the duration of this Agreement), and whether the Village will use in any way images of the Artwork. Artist shall not install or remove the Artwork, or modify the Artwork's display, except with the permission and in conjunction with authorized Village representatives.

8. Notices and Change of Artist's Address

8.1. Notices. All notices and communications pertaining to this Agreement may be directed as follows:

For Village of Fox Point:

Scott Botcher, Village Manager
7200 N. Santa Monica Blvd.
Fox Point, WI 53217
(414) 351-8900 (main)
(414) 351-8909 (fax)
sbotcher@villageoffoxpoint.com

For Artist:

Richard Edelman
7630 N Links Way
Fox Point WI 53217
(414) 352-7630
richarde7630@gmail.com

- 8.2. Change of Address.** It is the sole responsibility of Artist to notify the Village of any change of address. In case of death of Artist, the legal representative of Artist is requested to contact the Village in writing to provide information regarding the disposition of the Artwork and as to whom and where notices should be sent.
- 8.3. No Joint Venture.** Nothing contained in this Agreement creates a joint venture, partnership, or agency relationship between the parties.
- 8.4. Severability.** If a court of competent jurisdiction determines any Agreement provision to any extent to be invalid or unenforceable, the remainder of this Agreement will not be affected, and each remaining Agreement provision will be valid and enforceable to the fullest extent permitted by law. If any Agreement provision is capable of more than one construction, one of which would render the provision void and any other of which would render the provision valid, the provision has the meaning that renders it valid.
- 8.5. Governing Law and Venue.** The laws of the state of Wisconsin, except its conflicts of law provisions, will govern this Agreement. The venue for any action arising under this Agreement will be the state or federal courts located in Milwaukee County, Wisconsin, and each party hereby submits to the jurisdiction of those courts.
- 8.6. Headings.** The headings used in this Agreement are for convenience only and shall not be used for purposes of interpreting any provision of this Agreement.
- 8.7. Waiver.** A party's waiver of any provision, right or remedy under this Agreement must be in writing and signed by an authorized representative of the waiving party to be effective. If a party does waive any provision, right, or remedy under this Agreement, such waiver will not preclude the party from enforcing any other provision, right, or remedy. A party's failure, neglect, or delay to enforce the provisions, rights, or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity or all or any part of this Agreement or prejudice such party's right to take subsequent action.
- 8.8. Entire Agreement.** This Agreement, including its attachments hereto, contains the entire agreement between the parties with respect to the subject matter, and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject

matter. This Agreement may not be modified or amended except in writing and signed by a duly authorized representative of each party.

The parties have signed below to indicate their acceptance of the terms of this Agreement.

Dated this _____ day of _____, 20____.

Village of Fox Point

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk/Treasurer

Dated this _____ day of _____, 20____.

ARTIST

Richard Edelman

Dated this _____ day of _____, 20____.

**ATTACHMENT A
ARTWORK LOAN AND EXHIBITION AGREEMENT**

Title of Artwork:

Description of Artwork:

Artist's Credit Information:

Other Data:

[attach additional sheets as needed]

ATTACHMENT B

Special Care Instructions:

May 7, 2020

Procedure guidance for Consideration of gift or loan to Village of sculpture

1. Building Inspector determination concerning Village Zoning Code. The appeals provisions arise from the Building Inspector's interpretations.

§ 745-29 Enforcement by Building Inspector.

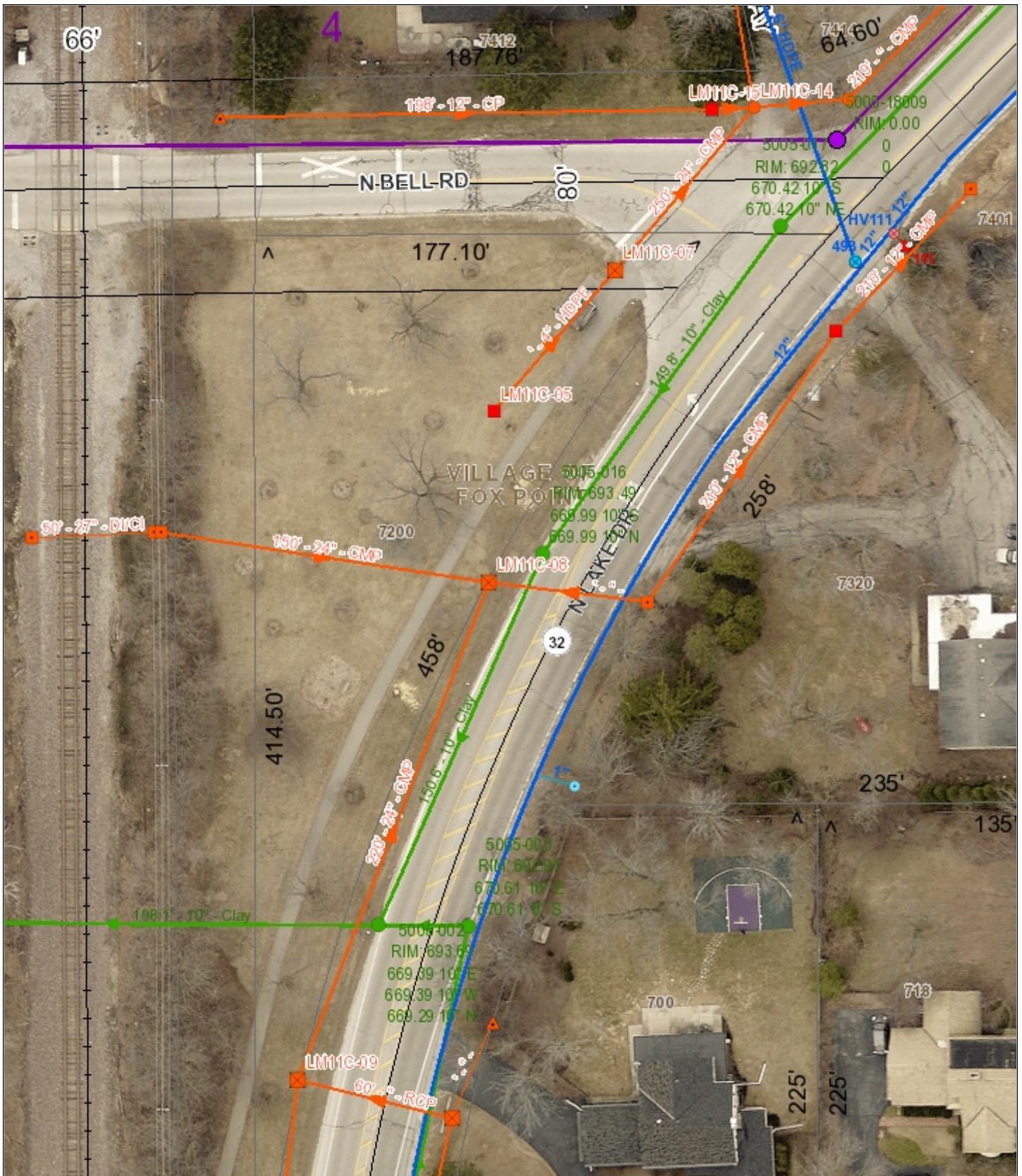
It shall be among the duties of the Building Inspector of the Village of Fox Point to see that the requirements of this chapter are met and the provisions thereof enforced insofar as lies within his power under the laws of the State of Wisconsin and the ordinances of the Village of Fox Point. Appeals from the decisions of the Building Inspector involving this chapter shall be taken to the Board of Appeals as provided for in § 62.23(7)(e), Wis. Stats., and acts amendatory thereof and supplementary thereto.

Village property is zoned as an F Institutional District. It is uncertain whether the statue installation triggers the F-District approval process because it is probably not a new use or an alteration to a use, and it is not a building. § 745-20.

2. Even if our code did not require Plan Commission involvement, it would need to go to the Plan Commission per Section 62.23(5), Stats. (which is applicable to villages per 61.35, Stats.):

(5) Matters referred to city plan commission. The council, or other public body or officer of the city having final authority thereon, shall refer to the city plan commission, for its consideration and report before final action is taken by the council, public body or officer, the following matters: The location and architectural design of any public building; the location of any statue or other memorial; the location, acceptance, extension, alteration, vacation, abandonment, change of use, sale, acquisition of land for or lease of land for any street, alley or other public way, park, playground, airport, area for parking vehicles, or other memorial or public grounds; the location, extension, abandonment or authorization for any public utility whether publicly or privately owned; all plats of lands in the city or within the territory over which the city is given platting jurisdiction by ch. 236; the location, character and extent or acquisition, leasing or sale of lands for public or semipublic housing, slum clearance, relief of congestion, or vacation camps for children; and the amendment or repeal of any ordinance adopted pursuant to this section. Unless such report is made within 30 days, or such longer period as may be stipulated by the common council, the council or other public body or officer, may take final action without it.

If it were only this statutory reason, though, note that the Plan Commission role is quite limited: The Plan Commission considers only the location. It does not consider the art itself, the advisability of the art, the terms of the installation agreement, etc. The Plan Commission, also, only makes an advisory report, and only if they do so within 30 days of the referral.



Little Dancer
Bell and Lake Drive

DISCLAIMER: The Village of Fox Point Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" =

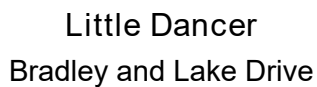


VILLAGE OF FOX POINT

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

Print Date: 6/1/2020

Page 56 of 68



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

DISCLAIMER: The Village of Fox Point Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" =

Print Date: 6/1/2020

Google Maps 7399 WI-32



Fox Point, Wisconsin



Street View

Lake and Bell

Image capture: Jul 2019 © 2020 Google

Google Maps 7950 WI-32



Fox Point, Wisconsin



Street View

Lake and Bradley

Image capture: Jul 2019 © 2020 Google






LITTLE DANCER
Pigmented and welded common steel electrostatically painted
RICHARD EDELMAN
2013
The Dublin Bronze "The Little Dancer Aged 14" helped set the direction for all modern sculpture. It captured a single moment. It is not a frozen fragment of Abraham Lincoln. It is about a whole, important person taking the stage in the world. There is something in that pose, what had a little girl of 14 known and seen as a dancer on the Park Street Lane continually inspired by this piece and have created my Little Dancer in many scales and colors.

www.richardedelman.com



Village of Fox Point, WI
Thursday, August 6, 2020

Chapter 586. Beaches and Boating

§ 586-1. Parking.

No person shall park any automobile, motor truck, motorcycle or similar motor vehicle upon the Beach Road in the limits of the Village or upon the beach adjacent thereto, except for the purpose of making necessary repairs, without a permit, or between the hours of 8:00 p.m. and 8:00 a.m.

§ 586-2. Picnicking.

No person shall picnic on the Beach Road or the beach adjacent thereto within the limits of the Village without a permit or between the hours of 8:00 p.m. and 8:00 a.m.

§ 586-3. Swimming.

No person shall swim or bathe on or from the beach adjacent to the Beach Road within the limits of the Village without first obtaining a permit, or without being attired in suitable bathing suit, or between the hours of 8:00 p.m. and 8:00 a.m.

§ 586-4. Permits.

Permits issued under this chapter shall be in writing and shall be effective for one day only, commencing not earlier than 8:00 a.m. and running not longer than 8:00 p.m. There shall not be outstanding at any one time permits authorizing the parking of motor vehicles in any one day exceeding 20 in number or for persons exceeding in the aggregate 100 for any one day. All permits shall be in writing and shall be issued by the Police Department.

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

§ 586-5. Use of private property.

- A. This chapter does not prohibit any riparian owner from parking or permitting the parking of cars, picnicking or permitting picnicking or bathing upon or from his property if the parking does not interfere with the free and uninterrupted use of the highway, and proper bathing suits are worn, and good conduct is observed.
- B. Wherever in the prosecution for violation of this chapter the defendant shall assert as a defense that he has permission of the owner of the land upon or from which the parking, picnicking or bathing is being conducted, the burden of proof of such fact shall be upon the defendant.

§ 586-6. Use of boats.

- A. No person shall launch a boat or canoe from any public property or public right-of-way along the shores of Beach Drive adjacent to Lake Michigan from June 1 to September 15.^[1]
[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*
- B. No person shall operate or propel any boat or canoe through the swimming area adjacent to the shore of Lake Michigan described above, which area is marked by buoys or other floating means of indicating the area in which swimming is supervised by lifeguards.
- C. This section does not prohibit passage of a boat to the shore of Lake Michigan in case of emergency, nor from the shore in the event the landing of the boat on the shore area specified in Subsection A of this section occurs because of an emergency.



MEMORANDUM

POLICE DEPARTMENT VILLAGE OF FOX POINT

TO: VILLAGE BOARD MEMBERS
SCOTT BOTCHER; VILLAGE MANAGER

FROM: CHIEF CHRISTOPHER FREEDY

DATE: JULY 28, 2020

REGARDING: BEACH ROAD "BEACH"

I was advised that the Village Board has moved to discuss a "village beach" at the August board meeting and have been asked to provide information related to the impact of a proposed beach on public safety. I will address five points that were specifically presented to me, as well as relevant historical observations.

Background

As it stands today, the Village of Fox Point recognizes the area of the 7400 and 7500 block of North Beach Drive as a beach under Fox Point Code chapter 586 and the grass area adjacent to the road as a publicly held greenspace (park). Both of these areas are currently regulated by ordinance as it relates to parking, gathering, noise, and hours open to the public.

When the Mary Nohl property (7328 North Beach Drive) was transferred to the Kohler Art Foundation the village held meetings with Kohler to discuss their intentions to use the property as a museum and the resulting change to the residential neighborhood. The residents were very vocal and had concerns over the potential increase to traffic in a quiet residential neighborhood. At that time, the signage adjacent to the beach drive greenspace advising citizens of the parking restrictions (legal permission to park under chapter 586) were removed and have not been replaced.

Space Use

Given that the land is held as a public greenspace, the use can not be restricted to only residents and managing attendance would require the employment of dedicated parks & recreation staff. Costs related to these services would be dependent on the services offered.

Traffic and Safety

The police department routinely responds to complaints from citizens about suspicious people and vehicles parked adjacent to the Mary Nohl property. Historically these calls have resulted in custodial arrests for alcohol violations, drug violations, and outstanding arrest warrants. More recently, the arrests have decreased and the calls have resulted in counseling and education related to parking restrictions

within the village. If the village created a new sand beach area and publicized the location as a park, the traffic would undoubtedly increase along with calls for service.

Water usability (swimming)

The ability of a resident to use Lake Michigan for swimming and relaxing is dependent upon many variables beyond the person's swimming ability and desire to be in the water, including the water temperature, storm swells (wind conditions creating wake), and the water quality (presence of bacteria).

The water temperatures peak in the range 19 to 24°C (66 to 75°F) on around the 14th of August and are at their minimum on about the 1st of March, in the range 2 to 3°C (36 to 37°F). Actual surface water temperatures close to shore can vary by several degrees compared with these open water averages. This is especially true after heavy rain, close to river mouths or after long periods of strong offshore winds. Offshore winds cause colder deep water to replace surface water that has been warmed by the sun. Air temperature, wind-chill and sunshine should also be considered when determining the swim-ability of open bodies of water.

The evaluation of water quality for swimming (presence of bacteria in the water) is currently managed by the North Shore Health Department at Doctor's Park beach and evaluation of a new beach would be up to the staff at NSHD.

Infrastructure and Logistics

The Village is currently addressing an eroding shoreline and working on a shoreline management plan (see DPW Director responses). If a new sand beach is created adjacent to the public greenspace, the police department would need to re-evaluate our responsibility to public safety as a first responder organization. Working in conjunction with the North Shore Fire Department, the police department may need to invest funds in equipment and training to address responses related to water emergencies.

Public Health

Water testing to determine water quality and access to the body of water is currently managed (voluntarily) by the North Shore Health Department. Any water testing would need to be arranged through their agency. In addition to water quality, daily evaluations and restrictions may be necessary for swimming before or after storms when the waves / swells are more forceful and could endanger the lives of swimmers. In addition to the water quality and force of the water coming ashore, the village may need to evaluate the ground surface below the water for debris that is hazardous to the public entering the water. In addition to rock / concrete placed for erosion control, people have thrown items into the water to illegally dispose of them.

Alternatives

Current alternatives to the construction of a new sand beach in the 7400-7500 block of North Beach Drive exist at Doctor's Park (1 mile north of this location) and at Klode Park (1.5 miles south of this location). Both of these locations include a beach area with water access, as well as playgrounds, greenspace, off-street parking, and restroom facilities.



VILLAGE OF FOX POINT

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To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: August 6, 2020
Re: Beach Drive Beach Considerations

At the July 2020 Village Board meeting, a request was made by a resident to make a public beach component a part of the overall Beach Drive shoreline resiliency project. While the Police Chief, in a separate memorandum, has addressed the safety and traffic related matters, this memorandum touches on the grants that have been submitted to date, grants that will be submitted, expectations should the Village receive grant funding, and the anticipated approach to the overall project.

Grant Applications

To date, the Village has submitted a grant application to the Federal Emergency Management Agency to fund a portion of the estimated \$2.2 to \$2.5 million-dollar coastal revetment and beach nourishment project. This grant, if successful, may cover approximately \$1.6 million dollars of the construction cost and includes creation of a revetment system to break the waves and a nourishment area that creates a shallower lake bed. Over time, the intent is that this would create a beach-like area and protect the Village infrastructure and road immediately adjacent to the shoreline.

The Village was also invited to submit a full proposal grant application to the National Fish and Wildlife Federation for coastal resiliency and re-establishment of native environments. This submittal is for \$250,000 and includes a beach area, path, possible benches, a possible kayak launch spot, and native plantings to encourage deep root growth while at the same time supporting bees, butterflies and migratory birds.

A third pre-proposal grant application was submitted to Fund for Lake Michigan for \$150,000 for similar resiliency activities to that which was submitted to NFWF. Another grant, likely totaling a minimum of \$100,000, will be submitted to the Milwaukee Metropolitan Sewerage District for the same resiliency type project. Other funding sources may also be sought given the high-profile nature of the project and the need to protect the infrastructure and road.

Public Input

While the Village has yet to hear back on the results of our grant applications, it is anticipated that this project will entail quite a few public input and engagement meetings. The plans that have been developed are more than concepts but are less than construction ready plans and specifications. Sufficient detail was required in order to submit the grant applications and the public involvement meetings will allow us a better opportunity to gauge interest in the various aspects of the grants and to fine tune the final product.

Considerations

There are multiple factors to be considered in determining whether a beach should be placed along the shoreline. From a big picture perspective, most of the area along the shoreline and adjacent to the road is public land though there are a few parcels that are considered private property over which, presumably, the Village has an easement.

From a practical perspective, regardless of the success of our grant applications, the public property portions of the shoreline should be accessible to all (resident and non-resident alike). A reasonable argument can be made that public tax dollars and fees have benefited the area along the shoreline.

If successful in obtaining grant funding, most of the grant awards are predicated on making shorelines more accessible to the general public – for fishing, kayaking, canoeing, swimming, etc. Acceptance of the grants would very likely require better shoreline access than may exist currently. Of course, the grant awards could be rejected and, if so, opens the door for additional funding questions including the possibility of special assessments for the improvements to be made (with or without a beach-like environment).

Recommendation

It has always been my intent to hold public information meetings regarding planned improvements along the shoreline but that such meetings would not occur until I knew the status of most of our grant applications. Given the interest in this subject, it is my recommendation that a PIM be held to solicit public input. This input will assist Village staff in developing a request for proposal that will be sent to consultants for their design and construction considerations.