

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

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

**TUESDAY
SEPTEMBER 8, 2020
7:00 P.M.**

NOTE: THE VILLAGE BOARD WILL BE MEETING ENTIRELY VIRTUALLY VIA TELEPHONIC AND VIDEO CONFERENCING. THE GOVERNING BODY WILL NOT BE PRESENT AT VILLAGE HALL. THIS MEETING IS OPEN TO ALL CITIZENS THROUGH THE ZOOM PARTICIPANT INFORMATION SHOWN BELOW. 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/83671016010>

Dial: (301) 715-8592

Meeting ID: 836.7101.6010

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. Per Fox Point Emergency Proclamation No. 3, there will be no citizen comments received during this meeting other than during this "persons desiring to be heard" agenda item, to avoid confusion and preserve order during the virtual meeting. In connection with non-agenda items, no action will be taken except for possible referrals to individuals or committees.

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

a. Approve the minutes of the August 11, 2020 Village Board meeting.
(Pages 1-7)

b. Approve the Green Infrastructure Ten-Year Maintenance Covenant for Calumet Road Green Infrastructure between the Village of Fox Point and the Milwaukee Metropolitan Sewerage District and authorize the Village President and Village Clerk/Treasurer to sign the covenant pursuant to the Director of Public Works' memorandum dated September 2, 2020.
(Pages 8-21)

- c. Approve Change Order No. 2 from Kapur & Associates in an amount not to exceed \$26,852 for geotechnical borings and investigations on the Barnett Road ravine stormwater project and authorize the Village President and Village Clerk/Treasurer to sign the change order pursuant to the Director of Public Works' memorandum dated September 2, 2020.
(Pages 22-37)
- d. Approve Change Order No. 1 from WSO Grading & Excavating in an amount not to exceed \$30,000 for additional shoreline stabilization activities along Beach Drive and authorize the Village President and Village Clerk/Treasurer to sign the change order pursuant to the Director of Public Works' memorandum dated September 2, 2020.
(Page 38)
- e. Approve the request of Friendship Circle to use Village streets on Sunday, September 13, 2020 for their 2020 Bike4Friendship event per the Assistant Village Manager's memorandum dated September 2, 2020.
(Pages 39-42)
- f. Approve payment of the bills in the amount of \$289,025.41 for the period August 1, 2020 through August 31, 2020 per the report submitted by the Village Manager.
(Pages 43-54)

4. New Business

a. Proposal to Refinance 2011 Bonds

The Village Manager will present and the Village Board will discuss and may take action on a proposal to refinance 2011 Bonds with a call redemption date of April 1, 2021.
(Pages 55-59)

5. Future Agenda Items

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

6. 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

7. Closed Session

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

- a. Pursuant to Wisconsin Statutes Section 19.85(1)(e) to Deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: Specifically, to review and discuss the 1985 Joint Library Agreement entered into by Glendale, Fox Point, River Hills and Bayside and issues and opportunities arising from Glendale's notice of withdrawal. Participating in the closed session will be the Village Board, Village Manager, Assistant Village Manager, Village Clerk, and Village Attorney.

8. Reconvene and Possible Action on Closed Session Items

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

9. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING: OCTOBER 13, 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. Also, upon reasonable notice, best efforts will be used to ensure that members of the public lacking access to the virtual meeting platform are provided alternative reasonable methods to attend. 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
AUGUST 11, 2020**

A meeting of the Fox Point Village Board was held on Tuesday, August 11, 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 Manager 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 [participating via Zoom]
Trustee Liz Sumner [arrived at 7:03pm via Zoom]
Trustee Bill Kravit
Trustee Greg Ollman

Also present were Village Manager Scott Botcher, Assistant Village Manager Michael Pedersen, Chief of Police Christopher Freedy (via Zoom), Department of Public Works Director Scott Brandmeier (via Zoom), Village Attorney Eric Larson.

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

Kathe Lake 7471 N Beach Court

Ms. Lake spoke in opposition to the creation of a public beach on Beach Drive.

Patricia Mousseau 180 W Dunwood

Ms. Mousseau shared her opinions about the Chiswick development. She believes the development doesn't enhance the community and she has also seen construction traffic on Dunwood.

Tim Lemont 7475 N Beach Drive

Mr. Lamont spoke in opposition to any beach proposal on Beach Drive. He is supportive of recreation generally but against enhancement of this site.

Julie and Lance Parve 500 E Fox Dale Court

Mr. and Mrs. Parve thanked the Board on the 2-year anniversary of the ordinance allowing chickens in the Village. Further, they indicated their support of public art in the Village and of the Edelman proposal specifically.

**VILLAGE OF FOX POINT
VILLAGE BOARD MINUTES
AUGUST 11, 2020**

Martin Katz 7718 N Beach Drive

Mr. Katz spoke in favor of the Edelman public art proposal. He spoke in opposition of creating a public beach along Beach Drive.

Renee Kirchner 7850 N Beach Drive

Ms. Kirchner was in favor of others' usage of the existing Beach Drive public property, but was not in favor of enhancement. She expressed concerns about traffic and hazards in the water and shoreline.

Mike Tarney 7308 N Beach Drive

Mr. Tarney was not opposed to recreation but had concerns about enhancement of any public property along Beach Drive. He cited traffic and pedestrian concerns, and stated any improvements should be very limited.

Jeremy and Nicole Schowalter 7415 N Beach Drive

Mr. and Mrs. Schowalter spoke in appreciation of the efforts to preserve the shoreline along Beach Drive from the rising level of Lake Michigan. They expressed concerns about traffic, pedestrian, and parking activities that an enhanced public beach at this location would bring.

Kim Caviggiola 7911 N Beach Circle

Ms. Caviggiola spoke in opposition of any enhancement of a public beach along Beach Drive. Ms. Caviggiola spoke in favor of the Edelman public art proposal.

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

Plan Commission Committee Report

Trustee Fonstad reported on the August Plan Commission meeting. The Edelman public art proposal was the item on the agenda. The Plan Commission considered two motions in connection with a recommendation to the Village Board: the first, to endorse either or both of the proposed site failed by a vote of 4-2; the second, to make no recommendation passed unanimously, and thus is the recommendation to the Village Board on the matter this evening.

Public Hearing Regarding the Proposed Public Art Sculpture, "Little Dancer, Aged Fourteen"

Open Public Hearing

On motion by President Frazer, seconded by Trustee Kravit, and carried unanimously by roll call vote, 7-0, the Village Board opened the public hearing at 7:38 p.m. for the public hearing agenda item.

Village Attorney Larson explained the four criteria the board must apply under Village Code Section 745-20 B.(2): "is it appropriate?; is it compatible with the neighborhood?; is it not detrimental to the neighborhood? and is it keeping with the character and quality of the community?".

**VILLAGE OF FOX POINT
VILLAGE BOARD MINUTES
AUGUST 11, 2020**

Mr. Edelman made a presentation. He showed renderings of the two sites: one at Bradley Road and Lake Drive, and the other at Dean Road and Lake Drive. He explained his thematic work, and his feeling that this piece of art would not work in other public locations in the Village.

Meg Kinney 7575 N Beach Drive

Ms. Kinney endorsed this proposal.

Michael Tarney 7308 N Beach Drive

Mr. Tarney stated his support for public art for this proposal in particular.

Martin Katz 7718 N Beach Drive

Mr. Katz spoke in favor of the public art proposal. He stated that Mr. Edelman is an internationally recognized artist, and his work would improve the community.

Close Public Hearing

On motion by President Frazer, seconded by Trustee Kravit, and carried unanimously by roll call vote, 7-0, the Village Board closed the public hearing at 7:55 p.m. for the public hearing agenda item 3a.

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)

Motion made by President Frazer, seconded by Trustee Kravit, and passed by roll call vote, 7-0, the Village Board approved the consent agenda, as presented.

**VILLAGE OF FOX POINT
VILLAGE BOARD MINUTES
AUGUST 11, 2020**

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.

Consideration of Public Art Donation

Motion made by President Frazer, seconded by Trustee Kravit, to adopt the following motion:

Consistent with Village Code Section 745-20 B.(2), the Village Board approves the installation of an art sculpture, entitled Little Dancer, Aged Fourteen by Richard Edelman 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 so approving, the Village Board finds that for either location each of the four conditions in the subject Village Code Section is satisfied, namely the sculpture and the sculpture's installation is:

- (a) Appropriate in the location proposed;*
- (b) Compatible with the neighborhood;*
- (c) Not detrimental to the property values of surrounding property; and*
- (d) In keeping with the residential character and quality of the Village.*

After taking into account citizen comment, the precise location and orientation of the installation in either of the approved sites will be decided by Richard Edelman, the Village Manager, and the Director of Public Works.

Further, the Village Board approves the subject proposed Artwork Loan and Exhibition Agreement in the form the Agreement as the Agreement appears starting at page 47 of the agenda packet, and authorize the Village President and the Village Clerk-Treasurer to sign the Agreement.

AYES: Frazer; Sumner; Tirado; Kravit; Ollman

NAYS: Fonstad; Symchych

Motion carried 5-2.

Consideration of a Public Mask Mandate

Village Attorney Larson recommended that the Village Board save commentary and discussion on this matter until closed session so he could advise in his client's interests.

Jennifer Reigel 7415 N Lombardy Road

Ms. Reigel spoke in support of a mask requirement primarily so as to protect First responders.

**VILLAGE OF FOX POINT
VILLAGE BOARD MINUTES
AUGUST 11, 2020**

By unanimous consent, the Village Board agreed to postpone discussion to closed session.

Green Tree to Beach Pedestrian Path

Village Engineer/DPW Director Scott Brandmeier gave a brief report on the path matter. He stated that the cost to have an engineering firm perform a cost estimate would be approximately \$10,000. In addition, there would be a cost for the design or engineer work prior to the estimate being developed. It has been estimated several times in the past that this project would be in excess of \$1,000,000.

Motion made by Trustee Tirado, seconded by Trustee Fonstad, to postpone consideration of the Green Tree to Beach Drive Pedestrian path indefinitely.

AYES: Frazer; Fonstad; Sumner; Tirado; Ollman

NAYS: Symchych; Kravit

Beach Drive Public Space

President Frazer introduced the topic as one requested by Trustee Kravit following a citizen comment at last month's meeting.

Meg Kinney 7575 N Beach Drive

Ms. Kinney stated her opposition to the concept, indicating the plan was ill-conceived and inappropriate for this location. Klode Park and Doctors Park were nearby alternatives with beaches.

Village Attorney Larson reviewed Chapter 586 of the Village Code, which establishes rules for the use of public property on Beach Drive.

Eric Beringause 7515 N Beach Drive

Mr. Beringause thanked the Village for protecting the road and shoreline in an environmentally appropriate fashion as necessary. He spoke in opposition of the concept of improving the property into a beach. He indicated that enhancement of the property would be an imprudent use of taxpayers' money, would be dangerous for swimmers, would create sanitation and security issues, and the Village need not encourage outsiders to come down there.

Elizabeth Aelion, 210 W Bergen Court

Ms. Aelion spoke in support of the concept. She stated swimming in the Lake is delightful. She believes there is not enough access to the Lake in the Village, and there are no lifeguards at Klode Park or Doctors Park. Enhancement would make the place more attractive, would require only 2-3 parking spaces, and volunteers could pick up any trash.

Closed Session

Motion by President Frazer, second by Trustee Kravit to adjourn into closed session 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

**VILLAGE OF FOX POINT
VILLAGE BOARD MINUTES
AUGUST 11, 2020**

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.

In a roll call vote, the motion passed unanimously.

After conferring with the village attorney in closed session, the board voted unanimously to reconvene into open session.

Motion by President Frazer, second by Trustee Kravit, to adopt the following resolution:

RESOLUTION IN SUPPORT OF ADHERENCE TO COVID-19

PUBLIC HEALTH GUIDANCE

WHEREAS, the Village Board acknowledges the ongoing public health issues concerning COVID-19; and

WHEREAS, the COVID-19 pandemic is fluid and rapidly evolving; and

WHEREAS, these issues include the wearing of masks or face coverings in situations where social distancing is impractical;

NOW THEREFORE, the Village Board advises all individuals in the Village to consult regularly with and adhere to the guidance provided by the Center for Disease Control (CDC) and the North Shore Health Department (NSHD). The Village Board directs the Village Manager to exercise sound judgment in the implementation of CDC and NSHD guidance in Village facilities and workplaces. The Village Board will monitor the situation and may take further action as it determines appropriate.

Trustee Fonstad moved to amend the motion to add as a final sentence: "The Village Board will monitor the situation and may take further action as it deems appropriate." Seconded by Trustee Kravit. All voted in favor.

President Frazer called for a vote on the amended Resolution. All voted in favor.

Announcements

Trustee Tirado

Trustee Tirado stated he would prefer Village Board meetings be all in person or all virtually.

VILLAGE OF FOX POINT
VILLAGE BOARD MINUTES
AUGUST 11, 2020

Adjourn

Motion made by President Frazer, seconded by Trustee Tirado, and carried unanimously by roll call vote (7-0); the Village Board adjourned the Village Board meeting at 9:48 p.m.

Respectfully submitted,

*Scott A. Botcher
Village Manager
Village of Fox Point*



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: September 2, 2020

Re: Recommendation for Approval of the Green Infrastructure Ten-Year
Maintenance Covenant for the Calumet Road Green Infrastructure Project

The Village made improvements to Calumet Road in 2019 including the construction of bioswales and a biofiltration basin. Village staff submitted grant applications to MMSD for the funding of these stormwater improvements and were successful obtaining grant funding.

In order to receive the grant funds, however, the Village is required to enter into a maintenance agreement with MMSD. The maintenance agreement has been reviewed by staff and the Village Attorney. Modifications have been made per the Village Attorney's comments and it is my recommendation that the Village Board approve the maintenance agreement and authorize the Village President and Village Clerk/Treasurer to sign on behalf of the Village.

Green Infrastructure Ten-Year Maintenance Covenant for Calumet Road Green Infrastructure

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

INTRODUCTION

- 1. The Green Infrastructure.** The green infrastructure is 3,750 square feet of bioswales, with a design detention capacity of 38,000 gallons, and a bioretention facility with an area of 15,400 square feet and a design detention capacity of 324,000 gallons. Figures 1 to 7 show the location of this green infrastructure. This green infrastructure will capture and hold stormwater in place to reduce the quantity and improve the quality of runoff. This Covenant applies only to this green infrastructure.
- 2. Baseline Documentation.** The condition of the green infrastructure is documented in a Baseline Report at the office of the District and incorporated into this Covenant by reference. The Baseline Report consists of reports, maps, photographs, and other documentation and provides an inventory of relevant features, characteristics, and conservation values. The Baseline Report provides an accurate representation of the condition of the green infrastructure at the time of the conveyance of this Covenant. The Baseline Report is an objective, but not exclusive, reference for monitoring compliance with the terms of this Covenant.
- 3. Conservation Intent.** Fox Point and the District share the common purpose of preserving the green infrastructure for a period of at least ten years. Fox Point intends to protect the green infrastructure. In addition, Fox Point intends to convey to the District and the District agrees to accept a right to monitor and enforce these restrictions.

MAINTENANCE COVENANT

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

- 1. Purpose.** The purpose of this Covenant is to require Fox Point to keep, preserve, and maintain the green infrastructure, as described above.
- 2. Effective Dates.** This Covenant becomes effective when signed by both Fox Point and the District. This Covenant terminates on September 30, 2030.

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

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

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

4.1 The encumbrance or conveyance is subject to the terms of this Covenant.

4.2 Fox Point incorporates the terms of this Covenant by reference in any subsequent deed or other legal instrument by which Fox Point transfers any interest in all or part of the green infrastructure.

4.3 Fox Point notifies the District of any conveyance in writing within fifteen days after the conveyance and provides the District with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

4.4 Failure of Fox Point to perform any act required in Subparagraphs 4.2 or 4.3 does not impair the validity of this Covenant or limit its enforceability in any way.

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

5.1 Preserve Conservation Values. The District has the right to preserve and protect the green infrastructure.

5.2 Prevent Inconsistent Uses. The District has the right to prevent any activity or use of the green infrastructure that is inconsistent with the purpose of this Covenant and to require the restoration of areas or features of the green infrastructure that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

5.3 Inspection. The District has the right to: inspect and monitor compliance with the terms of this Covenant; obtain evidence for use in seeking judicial or other enforcement of the Covenant; and otherwise exercise its rights under the Covenant. The District will: provide prior notice to Fox Point before inspecting the green infrastructure, comply with the safety rules of Fox Point, and avoid unreasonable disruption of the activities Fox Point.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

VILLAGE OF FOX POINT

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

By: _____
Douglas Frazer
Village President

Date: _____

Date: _____

Approved as to Form

By: _____
Attorney for the District

Figure 1
West Calumet Road Green Infrastructure Locations

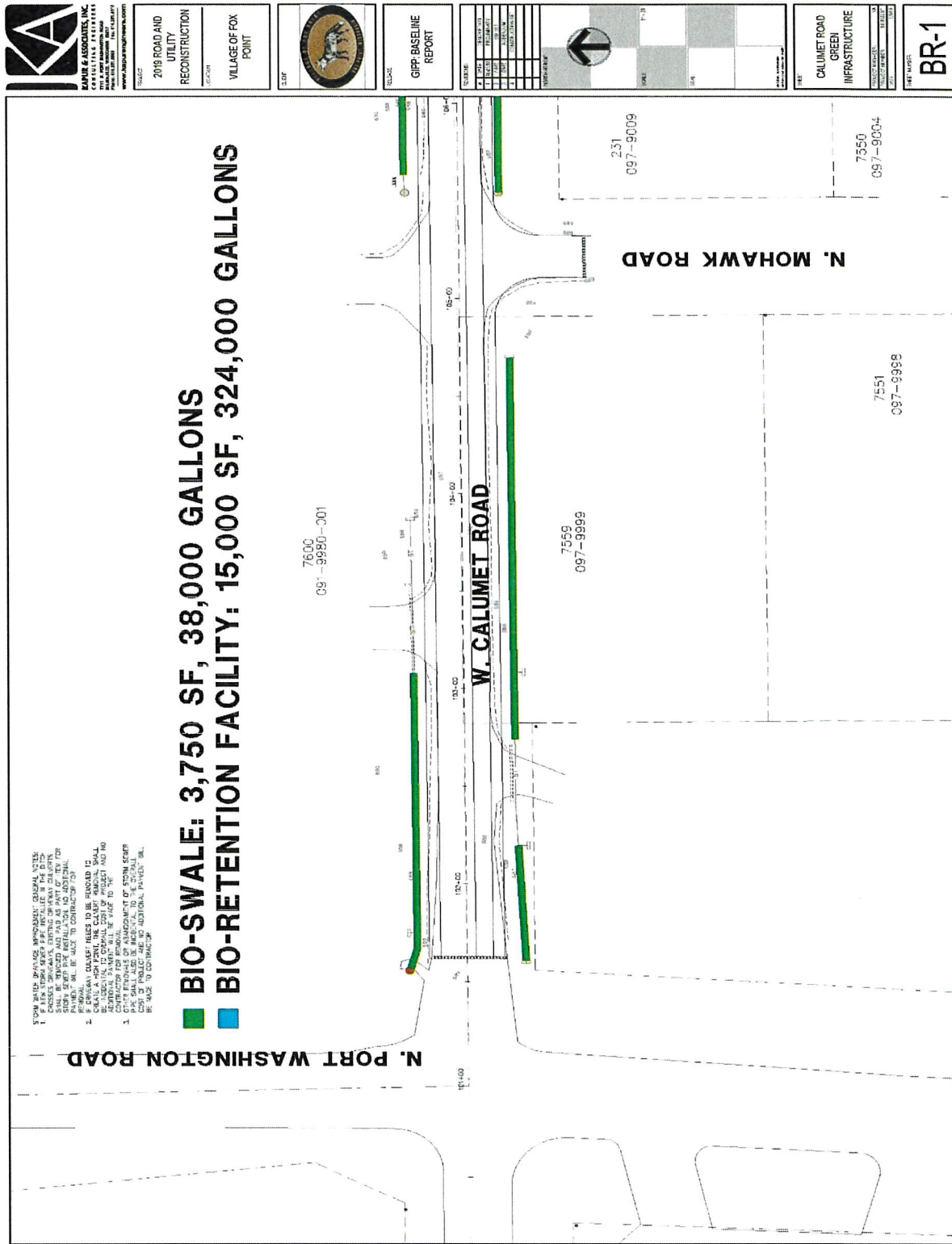




Figure 3
East Calumet Road Green Infrastructure Locations

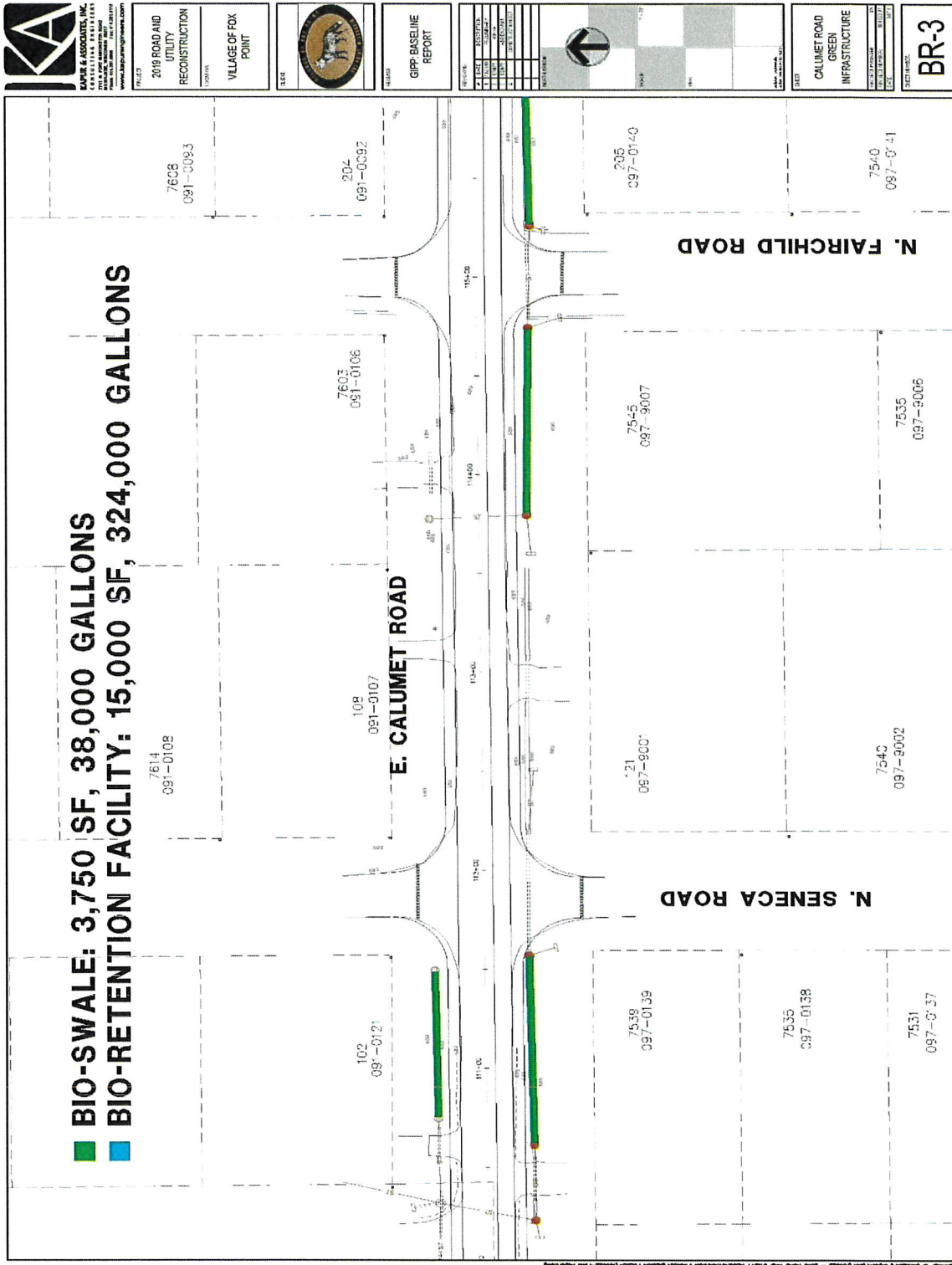


Figure 4
East Calumet Road Green Infrastructure Locations

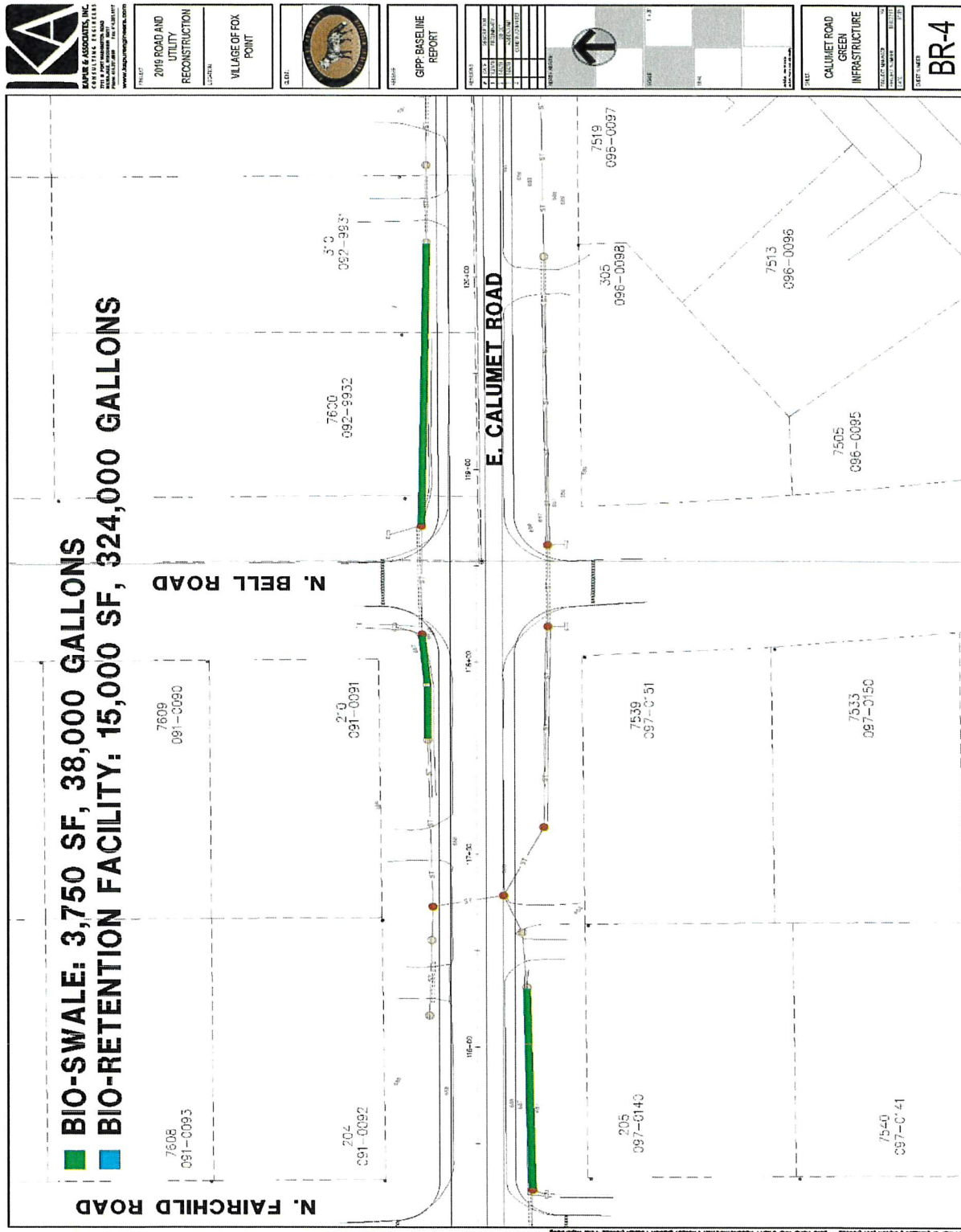


Figure 5
East Calumet Road Green Infrastructure Locations

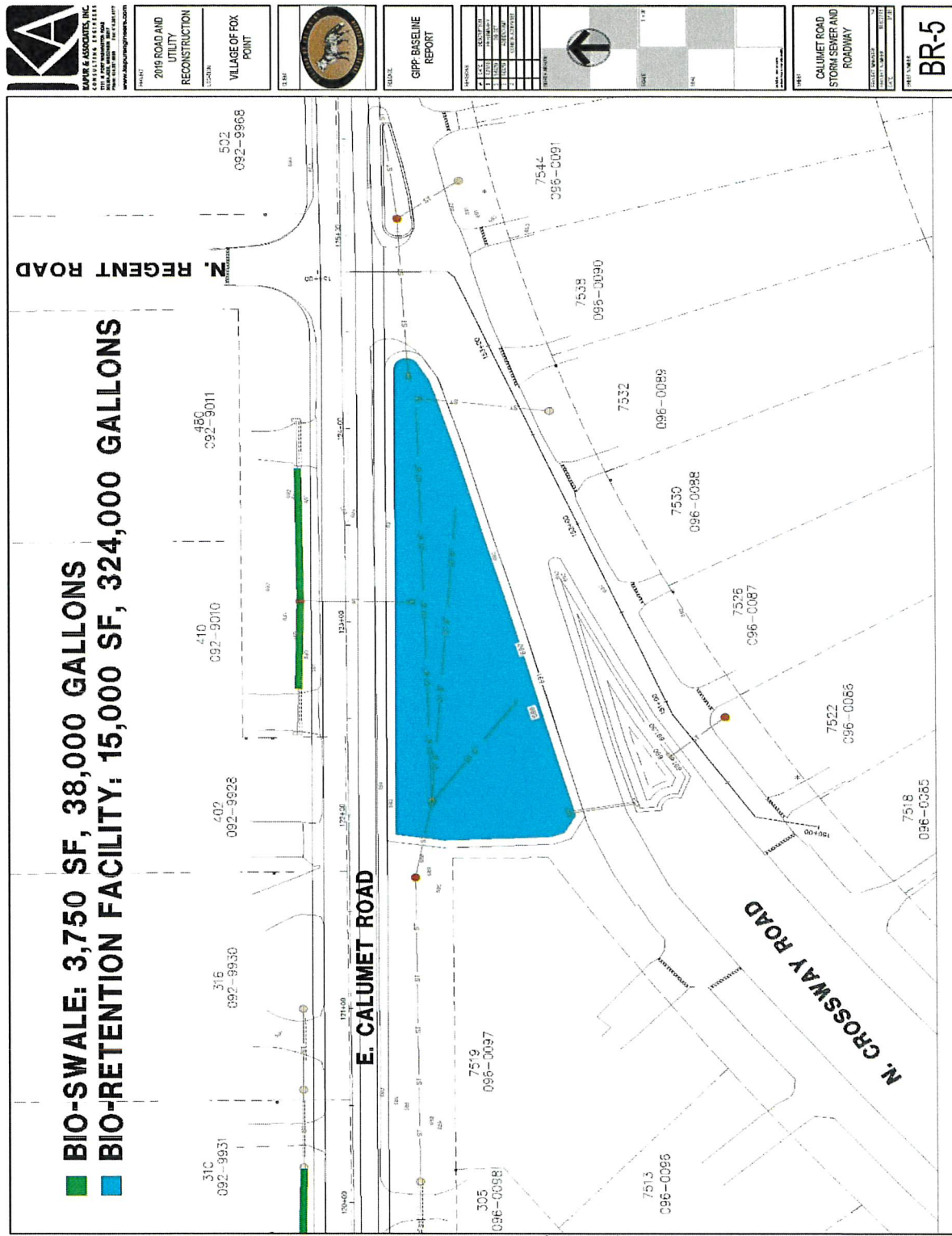


Figure 6
East Calumet Road Green Infrastructure Locations

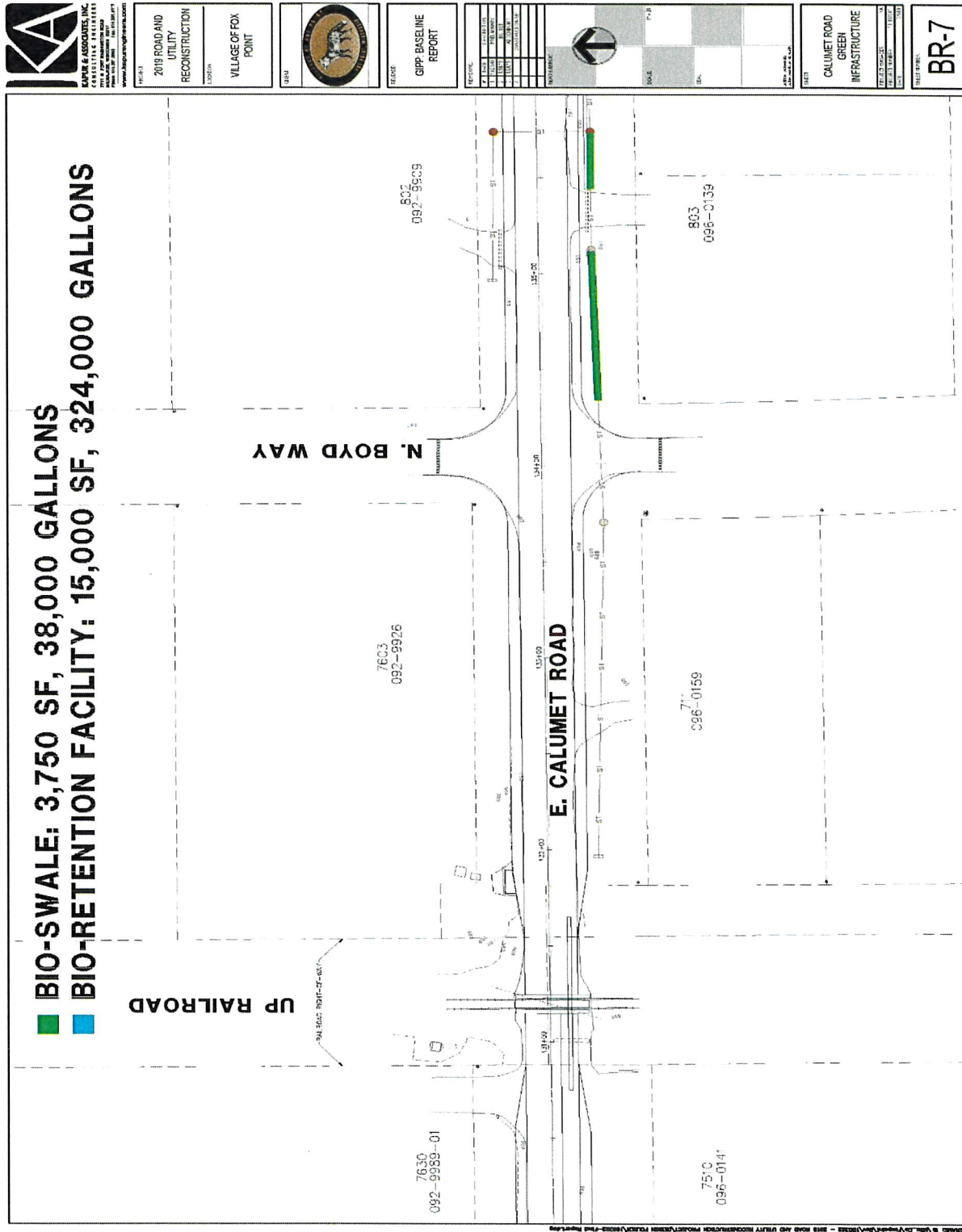
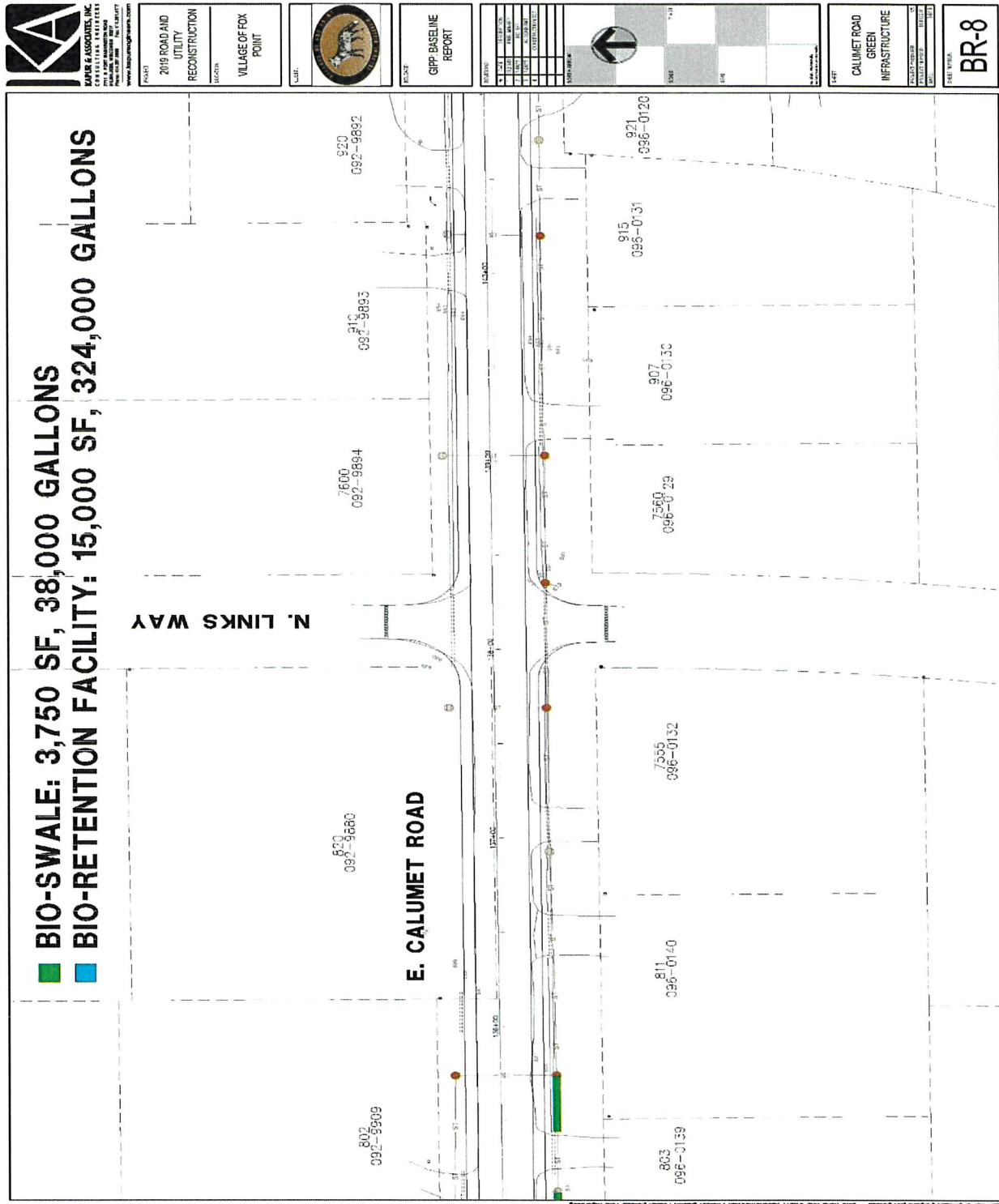


Figure 7
East Calumet Road Green Infrastructure Locations





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: September 2, 2020
Re: Recommendation for Acceptance of Change Order No. 2 for Storm Water and Ravine Improvement Project - Barnett



Kapur & Associates has been evaluating the ravine area in the 6880 block of North Barnett Lane since late last summer and, as the design phase progressed, additional services were incurred which were not originally anticipated. Those fees were identified in a June 2020 change order approved by the Village Board.

At the July Village Board meeting, staff along with representatives of Kapur & Associates recommended rejection of the bids for the work in the ravine due to additional concerns raised by the contractors and discovered during subsequent walk-through visits. Namely, the predominant concern has become the stability of the slope along the ravine.

Earlier attempts to secure geotechnical engineering services were unsuccessful as no less than four firms declined the opportunity to provide services to better understand the stability issues in the ravine. However, we have now been able to obtain a proposal from Giles Engineering, which will be providing services as a sub-consultant to Kapur & Associates, to evaluate the stability of the slope and provide recommendations. In order to access the site to perform the geotechnical borings, Giles has requested access be provided by removing trees and adding in a gravel path. Kapur will be subcontracting this cost to a third party contractor.

Of the total approximately \$25,000 change order, over \$20,000 is related to subconsulting/subcontractor costs. The remaining costs reflect Kapur's efforts to rebid the storm sewer portion of the work (anticipating that the slope stability portion of the work will occur in 2021).

I have reviewed the proposal and find the costs to be reasonable. It is my recommendation that the Village also authorize the expenditure of the additional \$1,400 to remove the two dead ash in the ravine that could cause a hazardous situation in the ravine while the work is being performed. Therefore, it is my recommendation that the Village Board approve the change order in the amount of \$26,852 and authorize the Village President and Village Clerk/Treasurer to sign the change order on behalf of the Village.

Contract Change Order No. 2
Barnett Lane Bio-Retention and Storm Water Improvement Project
Between Village of Fox Point and Kapur
September 1, 2020

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

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

- Performing geotechnical investigation to assist contractors in installation of storm sewer and to recommend stabilization treatment
- Removal of several trees and placement of 10-foot wide path with 6-inches of 3" TB to the crest of the bluff, cutting of the hill near Barnett Lane to a maximum slope of 4:1 for drilling equipment and placement of temporary mats over the wetlands.
- Re-bid storm sewer and coordination with contractors
- ALTERNATE: Removal of 2 large dead ash trees that are near the path can be performed for an additional \$1,400 upon approval

Our fees for the additional engineering services is \$25,452 and detailed in the attached Fee Schedule.

B. Contract Amount

The following is a summary of the revised contract amount:

Current Contract Amount.....	\$24,921.00
Additional Fees (Contract Change Order No. 2).....	\$25,452.00
Revised Contract Amount.....	\$50,373.00

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

For Kapur,

By: _____
Aaron Groh, P.E.,
Associate/Milw. Municipal Manager

Date: _____

For the Village of Fox Point,

By: _____
Douglas H. Frazer
Village President

Date: _____

By: _____
Kelly Meyer
Village Clerk/Treasurer

Date: _____



Fox Point, WI

DESIGN SERVICES



GILES

ENGINEERING ASSOCIATES, INC.

GEOTECHNICAL, ENVIRONMENTAL & CONSTRUCTION MATERIALS CONSULTANTS

- Atlanta, GA
- Dallas, TX
- Los Angeles, CA
- Manassas, VA
- Milwaukee, WI

August 21, 2020

Village of Fox Point
c/o Kapur
7711 North Port Washington Road
Milwaukee, Wisconsin 53217

Attention: Mr. Aaron R. Groh, P.E.
Associate / Milwaukee Municipal M

Subject: Geotechnical Engineering Exploration and Analysis Proposal
Barnett Lane Stormwater Improvement Project
North Barnett Lane
Fox Point, Wisconsin
Proposal No. 1GP-2008057

Dear Mr. Groh:

We appreciate the opportunity to offer our services. Giles Engineering Associates, Inc. (Giles) has been performing Geotechnical Engineering Services for over 44 years on a local and national basis. For more information about Giles, please visit us on the web at www.gilesengr.com.

PROJECT DESCRIPTION

In accordance with your request, we are pleased to present our proposal to provide Geotechnical Engineering Services for the Barnett Ravine Stormwater Improvement Project located along north Barnett Lane in the Village of Fox Point (Milwaukee County), Wisconsin. It is understood that the project will include installation of a replacement sewer line, which will convey water to the base of the Lake Michigan bluff slope. Additionally, stabilization of recently eroded soil within the bluff slope ravine will also be performed.

Please note that complete project details were not available at the time this proposal was prepared. As such, some assumptions were made regarding preparation of this proposal and the formation of our scope of services. As more information becomes available and final design criteria are determined, Giles will be pleased to revise its scope of services.

SCOPE OF SERVICES

A brief description of our understanding of the scope of services to be provided is discussed in the following paragraphs.



Geotechnical Engineering Exploration and Analysis
Barnett Ravine Stormwater Improvement Project
Fox Point, Wisconsin
Proposal No. 1GP-2008057
Page 2

Subsurface Exploration

The subsurface exploration for this project is planned to include performing three test borings. Two test borings are planned to be drilled on the west and east sides of the outlet structure within the western portion of project area and extended to depths of 20 and 40 feet below grade, respectively. Additionally, a test boring will be drilled along the proposed stormwater line in the eastern area of the project side, above the bluff crest. This test boring will be advanced to a depth of 110 feet below the ground surface. The slope stability test boring depth is based upon the bluff height of about 105± feet at the project site location. To assist in accessing the boring locations, an all-terrain (atv) drill rig is planned to be used. All test borings will be extended to planned depths or prior refusal, whichever is less.

Depending upon the uniformity or non-uniformity of the subsoils, it may be desirable or necessary to relocate and/or drill additional test borings or extend some of the borings deeper to assist in providing the necessary design and construction estimate information for the residence and the bluff slope stability. The need for additional test borings and/or increased depths will, however, be made during the performance of the planned field exploration program and only in accordance with your authorization.

Conventional field testing is planned to be performed on the materials encountered in the test borings to determine their classification, strength, compressibility and other characteristics based on subsoil conditions. Groundwater monitoring will be performed in the test borings. Specialized geotechnical field testing, such as pressuremeter, permeability, consolidation or California bearing ratio tests, has not been included in this proposal.

The field exploration will consist of performing Standard Penetration Tests (SPT) in general accordance with ASTM D-1586 specifications at 2½-foot intervals throughout depths up to 90 feet. Below 90 feet, SPT sampling will be performed at 5-foot intervals. Undisturbed tube samples are planned to be obtained during the field exploration to allow for unconfined compressive strength testing.

We propose to perform the subsurface exploration with company-owned and operated drilling equipment. The test borings will be advanced through the soil with standard 2¼ or 3¼-inch I.D. hollow stem augers and/or mud-rotary drilling methods. Due to the anticipated field conditions, special access drilling equipment consisting of a low ground-pressure all-terrain drill rig is expected to be required for successful and efficient completion of the project. This service will be charged in accordance with our current daily rates and is included in the cost estimate. It is understood and assumed that the boring locations will be accessible to a track-mounted all-terrain drill rig. Giles will not perform site improvements to allow for drill rig access. Should "hard soil" conditions be encountered, some additional charge may be applicable. Ground surface elevations of the test borings and the location of the borings in the field will be referenced to available property lines and topographic data, using conventional approximate surveying techniques. This proposal does not include the use of special OSHA or hazardous



Geotechnical Engineering Exploration and Analysis
Barnett Ravine Stormwater Improvement Project
Fox Point, Wisconsin
Proposal No. 1GP-2008057
Page 3

drilling techniques or drill crew protection. Complete rights-of-entry and access to the site are expected to be provided for us as a function of this proposal.

Prior to drilling, the public utility locator will be contacted to "clear" the test boring areas for public utilities. Considering the existing residence, a potential exists for presence of "private" utilities, which are typically not identified by the public utility locator. If desired, a private utility locator could be hired, at an additional cost, to help locate unknown private underground utility lines. Even with the help of a private utility locator service, a potential exists for the damage to unknown private utilities. Giles will not be responsible for damage to any unknown or unmarked underground utilities.

Laboratory Testing

Standard laboratory testing to determine the classification, strength, compressibility and other general physical characteristics will be performed on the collected soil samples. Information obtained from the laboratory testing will be used to determine the soil subgrade capability to support the proposed new residence. Special laboratory testing, such as consolidation or triaxial shear testing, has not been included in the proposal but, if necessary, will be performed using the unit rates on the enclosed Schedule of Standard Fees. Classification of the soils using the Unified Soil Classification System (USCS) classification will be provided.

Report

The results of our field exploration and laboratory testing will be utilized in a geotechnical engineering analysis, which will provide the following information presented in a written report prepared by a Geotechnical Engineer, registered in Wisconsin as a Professional Engineer.

- ◆ Determination of generalized subsurface soil and groundwater conditions and engineering characteristics at the site test borings to depths assigned or to a depth subsequently found necessary for the proposed improvements.
- ◆ Recommendations regarding the general feasibility of directional drilling for storm sewer installation, along with considerations for ground related directional drilling problems.
- ◆ Recommendations regarding construction considerations, including the reuse of excavated on-site materials as structural compacted fill, surface and groundwater problems and control, and other site or area phenomena that is applicable to the proposed project.
- ◆ Evaluation of the slope stability, erosion potential, and other potential subsurface conditions of the property, utilizing the soil engineering parameters and water level information determined from this exploration and analysis.



Geotechnical Engineering Exploration and Analysis
Barnett Ravine Stormwater Improvement Project
Fox Point, Wisconsin
Proposal No. 1GP-2008057
Page 4

- ◆ Provide recommendations for stabilizing the bluff slope ravine. Recommendations will include schematic generalized cross-sections of the stabilization measures to improve the bluff slope ravine conditions.

SPECIAL CONSIDERATIONS

Please note that Giles will perform subsurface drilling activities with a reasonable standard of care. At the conclusion of drilling activities, Giles will backfill each borehole. Even with this service, it is important to note that some borehole backfill settlement or expansion can and will occur over time. This settlement/expansion can create a hazard and should be carefully monitored by the client and/or property owner. The settlement/expansion can lead to the formation of a "trip joint" representing a threat of injury to persons or animals utilizing or accessing the subject property. Giles has not included a cost for monitoring borehole settlement/expansion after the initial drilling activities and will not be performing this service. We recommend that the client establish a procedure to monitor and evaluate the post-drilling site conditions, including but not limited to the settlement or expansion of borehole backfill or other surface disturbances that may affect the subject property during and after drilling activities.

PROPOSED FEES

The fee to perform the Geotechnical Engineering Exploration and Analysis outlined above for the referenced project is estimated to be Eleven Thousand Seven Hundred and Seventy-Four Dollars (**\$11,774.00**). Any approved additional work required over and above the scope proposed will be billed in accordance with the attached Schedule of Standard Fees. Note that the attached *Breakdown of Proposed Fees, Schedule of Standard Fees*, including the General Notes, and *General Conditions*, and *Important Information About This Geotechnical Engineering Proposal* are considered portions of this proposed agreement.

SCHEDULE

We propose to initiate the work immediately upon receipt of written notification to proceed. Depending on weather conditions, site access and utility clearance, this project is expected to be complete in approximately four to five weeks from the date of written authorization.



GILES
ENGINEERING ASSOCIATES, INC.

Geotechnical Engineering Exploration and Analysis
Barnett Ravine Stormwater Improvement Project
Fox Point, Wisconsin
Proposal No. 1GP-2008057
Page 5

CLOSING

Thank you for the opportunity to offer our services. We look forward to working with you on this project. Please acknowledge receipt and acceptance of this proposal by signing and returning one copy for our files. The individual or individuals that sign this agreement on behalf of the client warrant that they are duly authorized agents of the client.

Respectfully submitted,

GILES ENGINEERING ASSOCIATES, INC.

David M. Cornale, P.E.
Sr. Geotechnical Consultant

ACCEPTED: VILLAGE OF FOX POINT

BY: _____
(signature) (printed name)

DATE: _____

Enclosures: Breakdown of Proposed Fees; 1GP-2008057
Schedule of Standard Fees; 1GP-2008057
General Conditions; 1GP-2008057
Important Information About This Geotechnical Engineering Proposal

Distribution: Kapur
Attn: Mr. Aaron Groh (1 via email: argroh@kapurinc.com)

© Giles Engineering Associates, Inc. 2020

1GP-2008037-Proposal/20prop/geo/dmc



BREAKDOWN OF PROPOSED FEES

Geotechnical Engineering Exploration and Analysis
Barnett Ravine Stormwater Improvement Project
North Barnett Lane
Fox Point, Wisconsin
Proposal No. 1GP-2008057

NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	RATE (Per Unit)	ESTIMATED TOTAL
GEOTECHNICAL ENGINEERING EXPLORATION AND ANALYSIS					
Field Services					
1	Mobilization of Equipment	Lump Sum	LS	\$525.00	\$525.00
2	ATV drilling equipment	2	Days	\$375.00	\$750.00
3	Public utility clearance and coordination by Drilling Supervisor	4	Hours	\$80.00	\$320.00
4	Boring Layout and Elevation Survey (2-man Crew)	2	Hours	\$150.00	\$300.00
5	Soil borings (ordinary soil conditions assumed, SPT samples at 5-foot intervals)				
	GS-20	60	LF	\$10.50	\$630.00
	20-40	40	LF	\$11.20	\$448.00
	40-60	20	LF	\$12.50	\$250.00
	60-80	20	LF	\$14.00	\$280.00
	80-100	20	LF	\$16.00	\$320.00
	100-120	10	LF	\$19.00	\$190.00
6	Additional SPT samples	23	Each	\$15.00	\$345.00
7	Borehole abandonment	170	LF	\$4.00	\$680.00
8	3" O.D. Undisturbed tube samples	2	Each	\$60.00	\$120.00
9	Bluff Slope and Ravine Visual Condition Assessment by Project Engineer	5	Hours	\$110.00	\$550.00
Estimated Fee for Field Services					\$5,708.00
Soil Laboratory Services					
1	Visual sample classification	64	Each	\$4.00	\$256.00
2	Moisture content testing	50	Each	\$5.00	\$250.00
3	Calibrated penetrometer testing	40	Each	\$4.00	\$160.00
4	Unconfined compression testing with Controlled Strain (Tube Samples)	2	Each	\$50.00	\$100.00
5	Unit Weights (Tube Samples)	2	Each	\$20.00	\$40.00
Estimated Fee for Soil Laboratory Services					\$806.00
ENGINEERING SERVICES					
1	Geotechnical Division Manager	6	Hours	\$150.00	\$900.00
2	Project Engineer	32	Hours	\$110.00	\$3,520.00
3	CAD Operator	12	Hours	\$70.00	\$840.00
Estimated Fee for Engineering Services					\$5,260.00
TOTAL ESTIMATED PROJECT COST					\$11,774.00



SCHEDULE OF STANDARD FEES
Barnett Lane Stormwater Improvement Project
Fox Point, Wisconsin
Giles Proposal No. 1GP-2008057
Page 1

I. CONSULTING - GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS

A) Principal of Firm	\$175.00/HR
B) Technical Consultant/Project Manager II/Regional and Division Manager II	\$150.00/HR
C) Senior Professional/Project Manager I/Division and Regional Manager I	\$130.00/HR
D) Project Professional II (8+ years experience)	\$100.00/HR
E) Project Professional I (4-8 years experience)	\$95.00/HR
F) Staff Professional II (2-5 years experience)	\$85.00/HR
G) Field Professional/Staff Professional I (0-3 years experience)	\$75.00/HR
H) Deputy Inspector	\$65.00/HR
I) Senior Field Technician	\$65.00/HR
J) Associate Field Technician	\$50.00/HR
K) Field Technician II	\$48.00/HR
L) Field Technician I	\$40.00/HR

II. SUBSURFACE EXPLORATION

A) Mobilization of Truck Mounted Drill Equipment (\$2.00/Mile One Way) Minimum	\$350.00 Lump Sum
B) Usage of All-Terrain Equipment (When Necessary for Access)	Quote/Project
C) Rental of Equipment for Access or Backhoe for Test Pits	Cost +15%
D) Drill Equipment and Two-Person Crew Standby Time	\$ 145.00/HR
E) Per Diem (Site Over 75 Miles from Office) (Per Person)	\$85.00/DAY
F) Support Vehicle Transportation (Plus Personnel Rate)	\$ 0.65/MI
G) Boring Layout and Approximate Elevations (Two-Member Crew) and Utility Coordination by Drilling Supervisor	\$ 77.00/HR/PERSON
H) Drilling Overburden (N Less Than 100) Hole Advance by 31/4 inch I.D. or Smaller Hollow Stem Auger, Includes Soil Sampling with Standard Penetration Test (ASTM D-1586) 2-Person Crew (8 Hour Minimum)	\$210.00/HR

DEPTH RANGE FEET	DRILLING UNIT PRICE (1)		ADDITIONAL SPT
	ORDINARY SOIL (2)	HARD SOIL (3)	
GS-20	\$13.00	\$15.50	\$19.50
20-40	\$13.70	\$16.20	\$21.50
40-60	\$14.40	\$16.90	\$28.50
60-80	\$15.10	\$17.60	\$30.50

- (1) Drive Casing and/or Wash Boring to Advance Borings \$4.00/LF Additional
(2) Ordinary Soil: N Less Than 50 or qu Less Than 4.5 tsf
(3) Hard Soil: N Greater Than 50 or qu Greater Than 4.5 tsf
(4) Large H.S. Auger Surcharge
a) 4-inch I.D. \$1.00/LF Additional
b) 6-inch I.D. \$3.00/LF Additional
c) 12-inch I.D. by Special Hourly Rate

I) Overtime For Drill Equipment and Two-Person Crew (Over 8 Hours per Day)	\$250.00/HR
J) 2.5-Inch Diameter Ring Sampling Additional	\$ 5.50/EA
K) Undisturbed Tube Soil Sampling 2" O.D Additional. (Piston Sampler \$40.00 Additional) 3" O.D Additional	\$ 52.00/EA \$ 58.00/EA
L) Disturbed Soil Sampling (Bulk) (Additional)	\$ 58.00/EA
M) Auger-Drilling (No Drive Samples, Auger Samples Only)	\$9.70/LF
N) Drilling and Sampling Rock and Overburden with N Greater Than 100 (Additional) 1) Rock Boring (3" Rock Roller Bit)	\$ 28.00/LF
2) Rock Coring (3" O.D. Diamond Bit-NX)	\$ 35.00/LF
3) Rock Coring and Boring Set-Up Charge	\$275.00/HOLE
O) Special Field Tests and Installation (Soil and Rock Instrumentation, etc.) 1) Drill Rig and Crew (Two-Member)	\$176.00/HR
2) Supplies and Material	Cost +15%
P) Pressuremeter Tests (Including Test Equipment and Operator, Drill Rig Billed at \$200.00/HR) (Eng. Billed per Item I)	\$660.00/EA


SCHEDULE OF STANDARD FEES

Barnett Lane Stormwater Improvement Project
 Fox Point, Wisconsin
 Giles Proposal No. 1GP-2008057
 Page 2

III. SPECIAL ENVIRONMENTAL SERVICES

- A) Environmental Specialist (Engineer, Geologist, Hydrogeologist, Scientist) for Drilling Supervising, Well Development and Sampling \$ 94.00/HR
- B) Decontamination Support Vehicle \$195.00/DAY
- C) Use of Decontamination Equipment During Field Exploration \$195.00/DAY
- D) Drilling Equipment Decontamination Before/After Exploration \$105.00 Lump Sum
- E) Groundwater Monitoring Well Installation (Drilling and Soil Samples Cost Included Under Item II)
 - 1) 2" Diameter, 0.20 Machine Slotted PVC Screen w/Threaded Connection, Filter Pack Around Screen & Bentonite Seal \$31.00/LF
 - 2) 2" Diameter Solid PVC Riser with Threaded Connection \$ 26.00/LF
 - 3) Bentonite/Cement Grout Slurry Backfill Around PVC Riser \$ 9.00/LF
 - 4) Well Security Caps and Flush Manhole Covers With Concrete Collars \$ 55.00/EA
- F) Asbestos Containing Material (ACM) Microscopic Identification (Including Appropriate Handling) \$ 72.00/EA
- G) Volatile Organic Compound (VOC) Detection in Soil (Photoionization Detection (PID) Meter Calibrated to Benzene, Measuring in Parts per Million (ppm))
 - 1) Field \$165.00/DAY
 - 2) Lab \$165.00 Lump Sum
- H) DOT Approved Drilling Spoil Drums (55 Gallon) Left On-Site \$ 66.00/EA
- I) Borehole Impervious Backfill for Environmental Considerations
 - 1) 2¼ Inch" I.D. Hollow-Stem Auger \$ 4.00/LF
 - 2) 3¼ inch" I.D. Hollow-Stem Auger \$ 5.00/LF
 - 3) Larger Diameter on Time and Materials Basis
- J) Monitoring Well Abandonment (Does Not Include Equipment Mobilization)
 - 1) 2" I.D. Well \$ 4.00/LF
 - 2) 3" I.D. Well \$ 5.00/LF
 - 3) Larger Diameter on Time and Materials Basis

IV. SOIL LABORATORY TESTING SERVICES

- A) Soil Preparation
 - 1) Extrude/Prepare Tube Sample for Testing and Classification \$ 29.50/EA
 - 2) Preparation of Remolded Specimen for Testing \$ 65.00/EA
 - 3) Preparation of Rock Core Samples for Testing \$ 27.50/EA
- B) Identification and Physical Properties
 - 1) Visual Classification by Geotechnical/Environmental Professional \$4.00/EA
 - 2) Moisture Content Determination (ASTM D-2216) \$5.00/EA
 - 3) Unit Weight Undisturbed Sample \$16.00/EA
 - 4) Organic Content by Combustion (Loss-On-Ignition) \$44.00/EA
 - 5) pH Determination by Meter or Litmus Paper \$16.00/EA
 - 6) Atterberg Limits
 - a) Liquid Limit (ASTM D-423) \$41.00/TEST
 - b) Plastic Limit (ASTM D-429) \$41.00/TEST
 - c) Shrinkage Limit (ASTM D-427) \$60.00/TEST
 - 7) Specific Gravity (ASTM D-854) \$71.00/TEST
 - 8) Grain-Size Determination (Complete with Curve)
 - a) Mechanical Analysis \$60.00/TEST
 - b) Hydrometer Analysis \$71.00/TEST
 - c) Mechanical and Hydrometer Analysis (ASTM D-422) \$121.00/TEST
 - d) Material Passing No. 200 Sieve Only, No Curve (ASTM D-1140) \$55.00/TEST
 - 9) Permeability (Reactive, Corrosive or Hazardous Fluid Additional \$150.00/TEST)
 - a) Constant Head (Granular Soil) (ASTM D-2434) \$192.00/TEST
 - b) Constant/Falling Head (Rigid Wall Permeameter) \$214.00/TEST
 - c) Constant/Falling Head (Flexible Wall Permeameter) \$275.00/TEST
 - 10) Moisture Density Relationship (Complete with Curve)
 - a) Standard Proctor (ASTM D-698/AASHTO T-99) \$137.50/TEST
 - b) Modified Proctor (ASTM D-1557/AASHTO T-180) \$165.00/TEST
 - c) Maximum-Minimum Relative Density (ASTM D-2049) \$270.00/TEST
 - 11) CBR or R-Value (Without Proctor or Other Associated Tests) (ASTM D-1883)/(California Test Procedure 301) \$302.50/TEST



SCHEDULE OF STANDARD FEES
Barnett Lane Stormwater Improvement Project
Fox Point, Wisconsin
Giles Proposal No. 1GP-2008057
Page 3

IV. SOIL LABORATORY TESTING SERVICES (continued)

- C) Strength and Compressibility
- 1) Unconfined Compression
 - a) Without Controlled Strain-SPT Soil Sample \$4.00/TEST
 - b) Calibrated Penetrometer Resistance (Average of 3)-Soil \$5.00/TEST
 - c) Controlled Strain with Stress-Strain Curve (Undisturbed Tube Soil Sample) \$52.00/TEST
 - d) Controlled Strain (No Curve) (Undisturbed Tube Soil Sample) \$33.00/TEST
 - e) Without Controlled Strain-Rock \$52.00/TEST
 - 2) Vane-Shear, Torvane (Average of 3)-Soil \$5.00/TEST
 - 3) Triaxial (Including 3 Mohr Circles)-Soil
 - a) Unconsolidated-Undrained (U-U) \$660.00/SET
 - b) Consolidated-Undrained (C-U) \$770.00/SET
 - c) Consolidated-Drained (C-D) \$880.00/SET
 - 4) Direct Shear (Including 3 Points)-Soil \$347.00/SET
 - 5) Consolidation-Soil (Including Curve)
 - a) Conventional With Maximum 16 tsf Loading in 8 Increments and 4 Rebound Points \$347.00/TEST
 - b) Additional Load Increments and Rebound Points \$50.00/EA
 - c) Single Point \$82.50/TEST
 - d) Collapse (Metastable Soil) \$286.00/TEST
 - 6) Swelling Percent and Pressure of Expansive Soils \$231.00/TEST
 - 7) EI (Expansive Index) Test of Expansive Soils (UBC Standard 29-2) \$171.00/TEST

V. GENERAL NOTES (APPLICABLE TO ALL SERVICES)

Direct non-salary expenses for engineering and technical personnel charged at cost + 15%. Engineering services transportation time charged portal/portal and automobile travel at \$0.50/mile, other modes of transportation charged at cost + 10%. Normal construction monitoring services workday 8:00 a.m. to 5:00 p.m., overtime rates (150%) applicable for services performed outside these hours and Saturdays, Sundays and Holidays. Minimum monitoring fee 4 hours per trip.

Personnel compensation rates for court/arbitration related services for expert consultation in accordance with the rates indicated herein, with the exception of services performed in which the individual is placed in an adversary position such as testimony or deposition which will be charged at 175% of the standard hourly rates. A minimum \$1,500.00 retainer and an indemnification agreement are also typically required for these services.

Invoices submitted once a month during period of contract and/or at completion of our services. Payment is due 15 days after receipt of invoice. Invoices remaining unpaid beyond 30 days accrue interest at 12% for each month delinquent or at the maximum rate allowed by law. Reasonable attorney fees incurred to collect over due invoices will be reimbursed at cost. Litigation required to collect over due invoices will be filed in and under the laws of Waukesha County, Wisconsin.

Subsurface exploration unit rates include labor and materials incidental to usage of drilling equipment. Support services such as location and elevation surveys, clearance of utilities and permits charged at standard hourly rates and expenses at cost + 15%. Minimum drilling fee of \$895.00 per project. Soil drilling and rock coring charges based on nominal auger and diamond wear. Excessive wear due to hard and/or difficult formations charged at actual cost. Drilling and coring below 80 foot depth on hourly basis or at unit price quoted upon request.

Unit prices in this proposal remain in effect for 3 months after date of proposal and subject to change without notice thereafter. Unit prices are, however, subject to immediate change to comply with a prevailing wage rate, wage or benefit rate determination, wage substitution, or action by organized or union labor.



SECTION 1: FORMATION OF CONTRACT – These General Conditions shall be incorporated into and become a binding, integral part of any correspondence, proposal, or contract to which they are initially attached. Together they form an Agreement to be entered into by and between Giles Engineering Associates, Inc. (“Giles”) and the party for whom Giles is to perform its services (“Client”). Conflicting terms or conditions that appear on an acceptance copy of any Agreement document, or subsequently issued document, are hereby objected to and shall be invalid, unless accepted in writing by all parties to the Agreement. Ordering, reliance upon, or acceptance of Giles’ services by Client, including additional work orders, shall constitute Client’s acceptance of the terms of the Agreement, including these General Conditions, regardless of whether Client delivers an executed copy of the Agreement document prior to the commencement of Giles’ services. The Agreement, including these General Conditions, shall extend to the benefit of, and be binding upon, the successors, assigns, directors, officers, employees, agents, subcontractors, representatives, and consultants of Giles and Client. Client shall communicate these General Conditions to any third party or principal for whom, or to whom, Client conveys any part of Giles’ services. Giles shall have no duty or obligation to any third party or principal greater than what is set forth herein.

SECTION 2: SITE ACCESS AND PROPERTY CARE – Client will arrange right of entry for Giles to complete the services. Client warrants and represents that it has authority and permission to grant Giles access. Client will also arrange permission for Giles to photograph the site. Client will provide Giles with sufficient documentation to enable Giles to avoid trespass and damage to on-site, neighboring, restricted, or prohibited areas.

SECTION 3: DEGREE OF CERTAINTY IN MATERIALS TESTED – The locations and elevations of in-situ tests will be determined in accordance with the accuracy and proximity of survey control provided by Client or the contractor. Unless noted, locations and elevations will be determined by pacing and hand level methods. Observation and testing services will be provided in such a manner as to have reasonable certainty that the services essentially comply with project requirements.

SECTION 4: STANDARD OF CARE – Services performed under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing at this time, under similar conditions, and in the same locale. No other warranty, express or implied, is made.

SECTION 5: DELAY AND FORCE MAJEURE – Giles will be excused for delay in the performance of services under this Agreement if caused by acts of God; inclement weather; acts of utility companies, unions, organized labor, or inspectors; or other unforeseen contingencies; beyond Giles’ reasonable control.

SECTION 6: OWNERSHIP OF INSTRUMENTS OF SERVICE – All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Giles are instruments of service, remain the property of Giles, and are protected by copyright, trademark, and other proprietary rights provided under state and federal laws of the United States and/or foreign nations.

SECTION 7: DISPOSITION OF SAMPLES AND MATERIALS – Uncontaminated soil and rock samples will be held for thirty (30) days after the date of Giles’ report, unless advised otherwise by Client. Further storage or transfer can be negotiated at Client’s written request. Should samples and/or materials contain, or be suspected to contain, substances or constituents hazardous to health, safety, or the environment, as defined by applicable laws, Giles will return such samples and/or materials, to Client after completion of testing, or have them disposed of in accordance with applicable laws. Client agrees to pay all costs associated with the transportation and disposal, and storage beyond 30 days. Giles is acting as a bailee and assumes no title to such samples, materials, and/or waste.

SECTION 8: MOLD AND ASBESTOS-CONTAINING MATERIALS (ACM) EXCLUSION – Unless expressly provided, Giles’ scope of services does not include any investigation, analysis, consultation, or representation with respect to the risk, prevention, presence, or remediation of mold, mildew, fungi, spores, other microbes, or ACM. It is therefore agreed that Giles has no responsibility or liability for claims, damages, losses, or expenses attributable to any such exposure, contamination, growth, release, or dispersal.

SECTION 9: INSURANCE – Giles maintains a complete insurance package, including workman’s compensation, commercial general liability, and professional liability insurance. Giles also maintains contractors pollution liability coverage of \$2,000,000.00 for each pollution incident, with an annual aggregate limit of \$2,000,000.00. Certificates of insurance shall be provided upon request.

SECTION 10: LIMITATIONS OF LIABILITY – Client agrees to limit Giles’ total aggregate liability to Client and all construction contractors, subcontractors and those named on the project arising from Giles’ professional acts, errors or omissions, or breaches of contract to the lesser of either \$250,000.00 or four times Giles’ fee for services on the project.

SECTION 11: INDEMNIFICATION – To the fullest extent permitted by law, Client shall hold harmless, indemnify, and defend Giles from and against all claims and causes of action for bodily injury, death, and property damage that may arise from the performance of services under this Agreement, except where such bodily injury, death, or property damage arises directly from the sole negligence, errors, or omissions of Giles.

SECTION 12: LITIGATION SUPPORT – If Giles is required by operation of law, subpoena, or other legal process to appear, participate, or give testimony as an expert or fact witness, in any legal discovery, administrative, or court proceeding, as a result of the performance of services under this Agreement, Client agrees to compensate Giles pursuant to Giles’ current fee and rate schedule, and to reimburse Giles for all reasonable costs and expenses Giles may incur in connection with such activities, including the fees of any attorney that Giles may retain on its own behalf.



SECTION 13: INVOICES AND PAYMENT – Payment of invoices is due upon receipt of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a late payment service charge of 1½% per month, or 18% per year, for past due invoices. Client agrees the balance as stated on the invoice is correct, conclusive, and binding unless Client within ten (10) days from the date of invoice notifies Giles in writing of the item alleged to be incorrect. Should a dispute over payment arise, Client agrees to pay all invoiced amounts except those amounts in dispute; stipulates to using the Waukesha County Circuit Court, Wisconsin, as the venue; and agrees to pay all court costs and attorney fees associated with the collection of disputed sums. Attorney fees shall be at the actual cost or at Giles' in-house counsel rate of \$150.00 per hour.

SECTION 14: NOTICE OF LIEN RIGHTS – AS REQUIRED BY STATE CONSTRUCTION LIEN LAWS, OWNER IS HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO GILES, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER OR THOSE WHO GIVE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH PROFESSIONAL SERVICES. OWNER MAY NEED TO NOTIFY ITS MORTGAGE LENDERS OF THESE LIEN RIGHTS.

SECTION 15: TERMINATION – This Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, Giles shall be paid for all services performed prior to the termination date.

SECTION 16: GOVERNING LAW AND SURVIVAL – The laws of the State of Wisconsin will govern the validity of these terms, their interpretation, and performance. Client consents to venue in the Waukesha County Circuit Court, State of Wisconsin, for all claims and disputes. The terms of this Agreement shall survive the completion of Giles' services.

DRILLING or GEOTECHNICAL

SECTION 17: SITE ACCESS AND PROPERTY CARE – Giles will take reasonable precautions to minimize damage to the property. In the normal course of work, some damage may occur. The correction of such damage is not part of the Agreement, unless specified in the proposal. Giles will backfill borings and other types of ground penetrations. Soil backfill at access points and test locations may settle over time. Giles is not responsible for checking, maintaining, or repairing the backfill after leaving the project site.

SECTION 18: UTILITIES – Giles will contact the local one-call public utility locator service and take reasonable precautions to avoid damage or injury to identified underground public structures or utilities. Client shall provide any documents necessary or helpful in locating all private underground structures and utilities. Client shall assume responsibility for the accuracy of any information provided. Client agrees to hold harmless, defend, and indemnify Giles for any damages to underground structures and utilities, and any damage, injury, or death arising directly or indirectly there from, which were not identified on the documents furnished, or by local utility identification agencies.

SECTION 19: ENVIRONMENTAL – On Geotechnical projects, Environmental and Hazardous Materials will not be considered.

CONSTRUCTION MATERIALS TESTING

SECTION 20: RESPONSIBILITIES – The presence of Giles' field representative(s) will be for the purpose of providing observation and/or field testing. Giles' services will not include the supervision or direction of the work of the contractor or the contractor's employees or agents. Contractor should be so advised, and informed that neither the presence of Giles' field representative nor the observation and testing shall excuse contractor in any way for defects discovered in contractor's work. An opinion will be developed from observations and tests as to whether the work essentially complies with the project requirements.

SECTION 21: SAFETY – The construction contractor and/or owner shall, without limitation, assume sole and complete responsibility for job site conditions during construction of the project, including the safety of all persons and property. The trenching and shoring safety shall be the full responsibility of the contractor. If a geotechnical engineer (P.E., not a technician) is brought to the site for soils evaluation, we can make recommendations for the slope of the excavated trench walls. If not, the sloping of side walls, trenching and shoring safety shall all be the full responsibility of the contractor.

ENVIRONMENTAL

SECTION 22: HAZARDOUS MATERIALS – When hazardous materials are known, assumed, or suspected to exist at a site, Giles will take appropriate actions to protect the health and safety of personnel, to comply with applicable laws and regulations, and to implement procedures to minimize physical risks to employees and the public. Client must inform Giles of any known or suspected hazardous materials. The discovery of unanticipated hazardous materials constitutes a changed condition requiring renegotiation of the scope of services or termination of the Agreement. Client agrees to compensate Giles for additional costs of working to protect employee and/or public health and safety. Client waives any claim against Giles, and agrees to hold harmless, indemnify, and defend Giles from and against any claim or liability for injury, death, or loss arising directly or indirectly from the discovery of unanticipated hazardous materials. Client also agrees to compensate Giles for time spent, and expenses incurred, in defense of any such claim, based upon Giles' prevailing fee schedule and expense reimbursement policy relative to the direct project costs.

SECTION 23: GEOTECHNICAL – On Environmental and Hazardous Materials projects, Geotechnical issues will not be considered.

Important Information About This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910

Telephone: 301/565-2733 Facsimile: 301/589-2017

e-mail: info@asfe.org www.asfe.org

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VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works

Through: Scott Botcher, Village Manager

Date: September 2, 2020

Re: Recommendation for Approval of Change Order for WSO Grading & Excavating

At the May 2020 Village Board meeting, the Village Board adopted an emergency resolution that allows the Village to enter into contracts to stem the erosion occurring along the shoreline adjacent to Beach Drive until a long-term solution is designed. WSO Grading & Excavating was awarded a contract in the amount of \$65,100 to install temporary protective structures along the northern section of Beach Drive.

As part of the design, work anticipated the use of concrete rubble to level and stabilize the concrete block. The work originally also anticipated only two rows of block be placed (with one row receiving blocks two high). However, there was inadequate concrete rubble available in the lake which required the purchase and placement of stone including breaker run and gravel backfill over a large portion of the area where the protective structures were placed. In addition, a number of areas required the placement of a third row of block to adequately shield the shoreline from wave events and, as a result, an additional approximate 70 block were needed along the shoreline.

I have received invoices totaling approximately \$90,000 which is reflective of all of the work done to date – an increase of approximately \$25,000 over the contract amount. I have reviewed the costs and find them to be reasonable based on the following: (1) proportionately, the placement of an additional approximate 70 block represents an increase of approximately 25 percent over what was originally anticipated (or approximately \$16,000) and (2) the additional stone cost over \$11,000.

Therefore, it is my recommendation that the Village Board authorize the expenditure of an additional \$30,000, up to \$95,100, for the placement of additional concrete block and stone along the shoreline on Beach Drive and authorize the Village President and Village Clerk/Treasurer to execute the change order. This action is being taken in conjunction with the emergency resolution adopted in November 2019 and it is noted that staff will continue to track costs and request reimbursement from FEMA for the placement of the additional block which were not anticipated under the original contract.



TO: Village Board

FROM: Michael Pedersen, Assistant Village Manager 

THROUGH: Scott Botcher, Village Manager 

DATE: September 2, 2020

RE: **Use of Village Streets – Friendship Circle - Bike4Friendship Event**

Background and Overview

Friendship Circle has requested a permit to use Village streets for their 2020 Bike4Friendship event on Sunday, September 13, 2020.

Analysis

Friendship Circle has paid both the \$150.00 permit fee and the \$355.80 estimated by the Police Department to cover the cost for additional staffing.

Friendship Circle has provided an appropriate Certificate of Liability Insurance.

Recommendation

Staff recommends the Village Board approve the permit to use Village streets for the 2020 Bike4Friendship event on Sunday, September 13, 2020.



August 31, 2020

Levi Stein
Friendship Circle of Wisconsin

Dear Mr. Stein:

The Village of Fox Point Ordinance requires a permit for any event using Village streets. The permit fee is \$150. The ordinance also requires a payment to cover actual costs to the Village for the event. We estimate this event will require the services of the following departments at the estimated costs:

Department	ESTIMATED HOURS	COST/HOUR	TOTAL COST
Auxiliary Officer			
Sergeant			
Patrol Officer	6	\$59.30	\$355.80
Use of Street Permit			\$150.00
Total Cost			\$505.80

Please send a check in the amount of \$505.80 to cover the permit fee and the estimated costs.

The Village also requires that the applicant for such an event provide notice to all of the residents and businesses that will be impacted by the event. Notification must be sent no later than ten days prior to the event. The Village will make available a list of addresses to which notification should be provided. Please note that a new list must be obtained from the Village each year, as it may change from prior years. This list can be supplied in the following formats: paper copies, labels, or Excel spreadsheet. There may be additional costs depending on the format chosen. Please contact Village Clerk, Kelly Meyer, to coordinate this process.

The ordinance also requires that an insurance rider acceptable in form to the Village Attorney be provided and the Village be named as an additional insured on the application waiver.

Approval by the Village Board will be placed on the next agenda following receipt of the above mentioned items. The Village Board meets on the second Tuesday of the month. All materials must be received by 12:00 noon on the Monday the week prior to the Tuesday meeting. Should you have any question, please do not hesitate to contact me.

Sincerely,

Michael Pedersen
Assistant Village Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE: 09/02/2020

09/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Church Mutual Insurance Company 3000 Schuster Lane P.O. Box 357 Merrill WI 54452		CONTACT NAME: Kimberly L Teske PHONE (A/C No, Ext): 1-800-554-2642 Option 1 E-MAIL ADDRESS: customerservice@churchmutual.com FAX (A/C No): 855-264-2329	
INSURED FRIENDSHIP CIRCLE INC 3109 N LAKE DR MILWAUKEE WI 53211-3186		INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18767	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		0326975-02-062430	12/28/2017	12/28/2020	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 5,000,000
	OTHER:						PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						
	NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

In compliance with written contract, agreement or permit requirements, certificate holder is an additional insured under the policy. A267.1

CERTIFICATE HOLDER

CANCELLATION

VILLAGE OF FOX POINT 7200 N SANTA MONICA BLVD FOX POINT WI 53217	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
--	--

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

414-351-8900

Receipt No: 1.054978

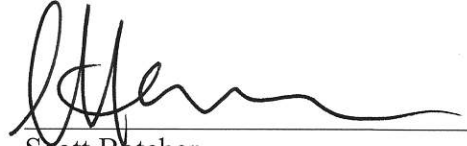
Sep 2, 2020

Friendship Circle

Previous Balance:	.00
LICENSES & PERMITS - SPECIAL EVENT PERMIT	505.80
10-44585 SPECIAL EVENT PERMIT	
Total:	505.80
CHECK	505.80
Check No: 1158	
Payor: Friendship Circle	
Total Applied:	505.80
Change Tendered:	.00

09/02/2020 1:42 PM

This is to certify that the attached is true and correct list of bills due for a period from August 1- 31, 2020, in the total amount of \$289,025.41. 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.

A handwritten signature in black ink, appearing to read 'S. Botcher', written over a horizontal line.

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 September 8, 2020.

Douglas H. Frazer
Village President

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

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 08/01/2020-08/31/2020

Page: 1
Aug 31, 2020 10:37AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-13100 ACCOUNTS RECEIVABLE - SUNDRY						
1298	WASTE MANAGEMENT OF WI-M	653483822751	RECYCLING CONT CHARGE	08/19/2020	40.00	08/21/2020
Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY:					40.00	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	SEPTEMBER 2020	LIFE INSURANCE	08/06/2020	788.63	08/07/2020
Total 10-21520 GROUP LIFE:					788.63	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	AUGUST 2020	POLICE DUES	08/20/2020	495.00	08/21/2020
Total 10-21525 UNION DUES:					495.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0806202	Deferred Comp NICHOLAS Pay	08/05/2020	50.00	08/07/2020
375	NORTH SHORE BANK, FSB	PR0806202	Deferred Comp NORTH SHORE	08/05/2020	1,115.00	08/07/2020
375	NORTH SHORE BANK, FSB	PR0820202	Deferred Comp NICHOLAS Pay	08/19/2020	50.00	08/21/2020
375	NORTH SHORE BANK, FSB	PR0820202	Deferred Comp NORTH SHORE	08/19/2020	1,115.00	08/21/2020
1622	WELLS FARGO BANK, N.A.	PR0806201	Deferred Comp WI DEFER - PRE	08/05/2020	4,529.14	08/07/2020
1622	WELLS FARGO BANK, N.A.	PR0806201	Deferred Comp WI DEFER - RO	08/05/2020	437.31	08/07/2020
1622	WELLS FARGO BANK, N.A.	PR0820201	Deferred Comp WI DEFER - PRE	08/19/2020	4,609.14	08/21/2020
1622	WELLS FARGO BANK, N.A.	PR0820201	Deferred Comp WI DEFER - RO	08/19/2020	437.31	08/21/2020
101991	VANTAGEPOINT TRANSFER AG	PR0806201	Deferred Comp ICMA-PRETAX	08/05/2020	1,016.43	08/07/2020
101991	VANTAGEPOINT TRANSFER AG	PR0820201	Deferred Comp ICMA-PRETAX	08/19/2020	1,016.43	08/21/2020
Total 10-21530 DEFERRED COMPENSATION:					14,375.76	
10-44120 LIQUOR/TOBACCO LICENSES						
727	WI DEPT. OF JUSTICE	20200730	BARTENDER	08/06/2020	7.00	08/07/2020
727	WI DEPT. OF JUSTICE	20200805	BARTENDER	08/06/2020	7.00	08/07/2020
727	WI DEPT. OF JUSTICE	20200811	BARTENDERS	08/20/2020	14.00	08/21/2020
Total 10-44120 LIQUOR/TOBACCO LICENSES:					28.00	
10-44585 SPECIAL EVENT PERMIT						
702	BADGERLAND STRIDERS	105481	LAKEFRONT MARATHON	08/05/2020	3,455.05	08/07/2020
703	CAIN, JAYME	1054801	CUPCAKE RUN REFUND	08/05/2020	505.80	08/07/2020
Total 10-44585 SPECIAL EVENT PERMIT:					3,960.85	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	JULY 2020	DRIVER SUR/JAIL FEE	08/04/2020	556.22	08/07/2020
552	WISCONSIN, STATE OF - COUR	JULY 2020	JULY	08/04/2020	1,678.05	08/07/2020
Total 10-51200-395 COUNTY COURT FEES:					2,234.27	
10-51440-233 EQUIPMENT MAINTENANCE						
774	ELECTION SYSTEMS & SOFTW	1149976	MAINTENANCE FEE	08/07/2020	680.00	08/21/2020
Total 10-51440-233 EQUIPMENT MAINTENANCE:					680.00	
10-51440-310 SUPPLIES/EXPENSES						
286	BOB LURIE GLASS CORP.	87385	PLEXIGLASS	08/05/2020	405.00	08/07/2020
286	BOB LURIE GLASS CORP.	87435	PLEXIGLASS	08/18/2020	240.00	08/21/2020
325	MILWAUKEE COUNTY ELECT C	MCEC000404	SUPPLIES AND BALLOTS	08/25/2020	337.28	08/26/2020
327	MENARD'S - MILWAUKEE	13767	ELECTIONS	08/18/2020	25.44	08/21/2020

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 08/01/2020-08/31/2020

Page: 2
Aug 31, 2020 10:37AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
5033	OFFICE DEPOT -US COMMUNIT	106963104001	37360205-ELECTIONS	08/05/2020	59.97	08/07/2020
5033	OFFICE DEPOT -US COMMUNIT	10721571001	37360205-ELECTIONS	08/20/2020	48.55	08/21/2020
5033	OFFICE DEPOT -US COMMUNIT	114399854001	37360205-ELECTIONS	08/20/2020	20.88	08/21/2020
5033	OFFICE DEPOT -US COMMUNIT	114498504001	37360205-ELECTIONS	08/20/2020	1.81	08/21/2020
Total 10-51440-310 SUPPLIES/EXPENSES:					1,138.93	
10-51520-213 VILLAGE AUDIT						
194	BAKER TILLY VIRCHOW KRAUS	BT1607027	FINANCIAL STATEMENT	08/05/2020	6,375.00	08/07/2020
194	BAKER TILLY VIRCHOW KRAUS	BT1658717	FINANCIAL STATEMENT	08/05/2020	1,550.00	08/07/2020
Total 10-51520-213 VILLAGE AUDIT:					7,925.00	
10-51530-210 CONTRACT SERVICES						
706	BARANEK, LIANE M	B-4031	BOARD OF REVIEW	08/07/2020	400.00	08/07/2020
2706	ASSOCIATED APPRAISAL CON	149577	REVALUATION	08/06/2020	2,139.96	08/07/2020
Total 10-51530-210 CONTRACT SERVICES:					2,539.96	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	27467963	MONTHLY	08/05/2020	231.00	08/07/2020
405	PITNEY BOWES INC.	3311806100	LEASING	08/24/2020	480.57	08/26/2020
477	TAYLOR COMPUTER SERVICES	20802	SONIC WALL	08/20/2020	90.00	08/21/2020
902	FROEDTERT HEALTH/WORFOR	00007021-00	PHYSICAL/DRUG	08/20/2020	45.00	08/21/2020
905	MARCO TECHNOLOGIES, LLC	INV7811386	CHANGE ORDER VH	08/01/2020	75.00	08/07/2020
940	ONTECH SYSTEMS, INC.	49841	REMOTE	08/05/2020	920.44	08/07/2020
940	ONTECH SYSTEMS, INC.	50053	ONSITE/REMOTE	08/04/2020	846.96	08/07/2020
940	ONTECH SYSTEMS, INC.	50332	AGREEMENT RMM	08/04/2020	1,185.00	08/07/2020
940	ONTECH SYSTEMS, INC.	50340	STORAGECRAFT	08/20/2020	230.80	08/21/2020
Total 10-51600-210 CONTRACT SERVICES:					4,104.77	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	7/22-08/20/2020	3298-754-812	08/26/2020	19.05	08/26/2020
Total 10-51600-220 GAS-HEAT:					19.05	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	7/22-08/20/2020	3298-754-812	08/26/2020	1,153.73	08/26/2020
Total 10-51600-221 ELECTRIC UTILITIES:					1,153.73	
10-51600-222 TELEPHONE UTILITIES						
848	WINDSTREAM	72887954	ACCT #205607369	08/18/2020	178.22	08/21/2020
2691	CENTURYLINK-BUSINESS SVC.	140382046	87619173	08/18/2020	.42	08/21/2020
Total 10-51600-222 TELEPHONE UTILITIES:					178.64	
10-51600-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	5/1-8/1/20	VH WATER AND SEWER	08/26/2020	768.85	08/26/2020
Total 10-51600-223 WATER/SEWER UTILITIES:					768.85	
10-51600-234 VILLAGE HALL MAINTENANCE						
360	NASSCO INC.	S2653676.001	PAPER PRODUCTS	08/17/2020	263.15	08/21/2020
742	NELCO ELECTRIC INC	17644	REPLACE FIXTURE	08/18/2020	500.07	08/21/2020
753	ACTIVE FINISHING, LLC	1	HANDRAILS-BRIDGE	08/18/2020	3,000.00	08/21/2020
892	SPECTRUM	08/08/2020	10404-060459401-5001	08/18/2020	8.83	08/21/2020

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 08/01/2020-08/31/2020

Page: 3
Aug 31, 2020 10:37AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
904	CKC GRAPHICS & SIGNS	3906	LETTERING	08/05/2020	265.00	08/07/2020
1751	ACTION HEATING COOLING & P	114253	REPAIR	08/05/2020	2,433.06	08/07/2020
4745	WHITLOW'S SECURITY SPECIA	150706	KEYS	08/18/2020	96.11	08/21/2020
5778	OFFICE COPYING EQUIPMENT	ar117738	VLG HALL COPIES	08/01/2020	388.57	08/21/2020
5778	OFFICE COPYING EQUIPMENT	AR119870	VLG HALL COPIES	08/17/2020	683.58	08/21/2020
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					7,638.37	
10-51600-310 SUPPLIES/MISC EXPENSES						
5033	OFFICE DEPOT -US COMMUNIT	104630223001	37360205 VLG	08/05/2020	6.09	08/07/2020
5033	OFFICE DEPOT -US COMMUNIT	108518971001	37360205-VLG	08/06/2020	69.00	08/07/2020
5033	OFFICE DEPOT -US COMMUNIT	108891650001	37360205-VLG	08/06/2020	353.45	08/07/2020
5033	OFFICE DEPOT -US COMMUNIT	108923991001	37360205-VLG	08/06/2020	51.19	08/07/2020
5033	OFFICE DEPOT -US COMMUNIT	111464581001	37360205-VLG	08/20/2020	174.95	08/21/2020
5033	OFFICE DEPOT -US COMMUNIT	111612552001	37360205-VLG	08/20/2020	2.98	08/21/2020
5033	OFFICE DEPOT -US COMMUNIT	111963869001	37360205-VLG	08/20/2020	10.28	08/21/2020
5033	OFFICE DEPOT -US COMMUNIT	111976766001	37360205-VLG	08/20/2020	7.94	08/21/2020
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					675.88	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	8	HEALTH INSURANCE REIMBUR	08/01/2020	481.12	08/07/2020
435	RIES, DANIEL	24	HEALTH	08/01/2020	834.56	08/07/2020
638	KRIEFALL, DONALD A	52	HEALTH INSURANCE REIMBUR	08/01/2020	70.00	08/07/2020
Total 10-51700-511 GROUP HEALTH - RETIREES:					1,385.68	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
707	FIRST RESPONDERS PSYCHOL	0720FPPD	ANNUAL VISITS	08/20/2020	2,850.00	08/21/2020
1560	FP SOLUTIONS	15726	ANNUAL FIRE	08/20/2020	400.00	08/21/2020
1751	ACTION HEATING COOLING & P	114418	MAINTENANCE	08/20/2020	807.90	08/21/2020
5152	JAMES IMAGING SYSTEMS, IN	1007907	POLICE DEPARTMENT	08/20/2020	99.50	08/21/2020
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					4,157.40	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	7/21-8/19/20	6286-911-140	08/25/2020	130.78	08/26/2020
Total 10-52100-220 GAS UTILITIES:					130.78	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	7/21-8/19/20	9299-448-560	08/25/2020	21.94	08/26/2020
536	WE-ENERGIES	7/21-8/19/20	0699-070-169	08/25/2020	2,248.38	08/26/2020
Total 10-52100-221 ELECTRIC UTILITIES:					2,270.32	
10-52100-222 TELEPHONE UTILITIES						
848	WINDSTREAM	72887954	ACCT #205607369	08/18/2020	111.39	08/21/2020
892	SPECTRUM	20200801OTA	10404038090401-6001	08/20/2020	17.67	08/21/2020
2136	VERIZON WIRELESS	9860094927	786223225-00001 POLICE	08/26/2020	218.08	08/26/2020
2691	CENTURYLINK-BUSINESS SVC.	140382046	87619173	08/18/2020	.42	08/21/2020
2973	TIME WARNER CABLE	70433001080120	070433001	08/20/2020	452.98	08/21/2020
Total 10-52100-222 TELEPHONE UTILITIES:					800.54	
10-52100-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	5/1-8/1/20	POLICE WATER AND SEWER	08/26/2020	1,375.52	08/26/2020

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 08/01/2020-08/31/2020

Page: 4
Aug 31, 2020 10:37AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-52100-223 WATER/SEWER UTILITIES:					1,375.52	
10-52100-232 VEHICLE MAINTENANCE						
4135	KUSTOM SIGNALS, INC.	576740	PARTS	08/26/2020	76.26	08/26/2020
Total 10-52100-232 VEHICLE MAINTENANCE:					76.26	
10-52100-233 EQUIPMENT MAINTENANCE						
1271	WI DEPT OF FINANCIAL INST.	20200811	BOND RENEWAL	08/20/2020	30.00	08/21/2020
5839	LEXISNEXIS	1246411-20200731	MONTHLY	08/06/2020	31.00	08/07/2020
Total 10-52100-233 EQUIPMENT MAINTENANCE:					61.00	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	199495	NUTS BOLTS	08/06/2020	6.46	08/07/2020
503	VILLAGE HARDWARE - DPS	2000087	WINDSHIELD WASH	08/26/2020	10.76	08/26/2020
Total 10-52100-234 BUILDING MAINTENANCE:					17.22	
10-52100-310 SUPPLIES/EXPENSES						
5033	OFFICE DEPOT -US COMMUNIT	11085935001	37360205 POLICE	08/20/2020	1.95	08/21/2020
5033	OFFICE DEPOT -US COMMUNIT	111081459001	37360205 POLICE	08/20/2020	33.99	08/21/2020
Total 10-52100-310 SUPPLIES/EXPENSES:					35.94	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1443689	HANNA	08/06/2020	79.99	08/07/2020
473	STREICHER'S	1443858	KRANDA	08/06/2020	124.99	08/07/2020
473	STREICHER'S	1446022	ADAMAITIS	08/20/2020	725.00	08/21/2020
1367	ADVANTAGE POLICE SUPPLY	200581	FACE SHIELD	08/26/2020	710.00	08/26/2020
Total 10-52100-330 CLOTHING ALLOWANCE:					1,639.98	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2702597	10586-10586 POLICE DEPARTM	08/20/2020	110.28	08/21/2020
Total 10-52100-334 JANITORIAL SUPPLIES:					110.28	
10-52200-377 2% FIRE DUES(NSFD)						
54	NORTH SHORE FIRE DEPARTM	2020 FIRE DUES	FIRE DUES	08/20/2020	39,916.38	08/21/2020
Total 10-52200-377 2% FIRE DUES(NSFD):					39,916.38	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	132816	GIS DATA MAINT	08/11/2020	266.00	08/21/2020
Total 10-53100-233 GIS MAINTENANCE:					266.00	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	6/26-7/29/20	3449-647-735	08/04/2020	187.04	08/07/2020
536	WE-ENERGIES	7/7-8/5/2020	7083-911-529	08/18/2020	17.96	08/21/2020
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					205.00	
10-53300-405 STREET MATERIALS						
458	SHERWIN INDUSTRIES, INC.	SC045534	ROADSAVER	08/25/2020	4,950.99	08/26/2020
502	VILLAGE HARDWARE - VH	200136/1	MISC	08/24/2020	48.56	08/26/2020

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 08/01/2020-08/31/2020

Page: 5
Aug 31, 2020 10:37AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
4888	CARLIN SALES	385256-00	MISC	08/10/2020	148.16	08/21/2020
5863	BLIFFERT LUMBER & FUEL CO.	2007-667020	POSTS	08/03/2020	453.20	08/07/2020
Total 10-53300-405 STREET MATERIALS:					5,600.91	
10-53300-480 GUARD RAIL MATERIALS						
5863	BLIFFERT LUMBER & FUEL CO.	2007-667020	POSTS	08/03/2020	342.00	08/07/2020
Total 10-53300-480 GUARD RAIL MATERIALS:					342.00	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	7/7-8/5/2020	3217-867-834	08/18/2020	15.71	08/21/2020
536	WE-ENERGIES	7/7-8/5/2020	9024-4778-778	08/18/2020	15.71	08/21/2020
536	WE-ENERGIES	7/7-8/5/2020	6865-091-092	08/18/2020	15.71	08/21/2020
536	WE-ENERGIES	7/7-8/5/2020	7018-222-713	08/18/2020	17.49	08/21/2020
Total 10-53400-221 BUS STOP-ELECTRIC:					64.62	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000499-1996-2	MSW	08/18/2020	9,248.13	08/21/2020
Total 10-53630-370 LANDFILL FEES:					9,248.13	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0059576-2286-2	YARDWASTE	08/18/2020	1,204.51	08/21/2020
1298	WASTE MANAGEMENT OF WI-M	00596882286-5	YARDWASTE	08/25/2020	1,203.63	08/26/2020
Total 10-53642-400 MATERIALS:					2,408.14	
10-53700-300 MISCELLANEOUS EXPENSE						
1074	MATHESON TRI-GAS, INC	22033937	CARBON DIOXIDE	08/18/2020	25.06	08/21/2020
1074	MATHESON TRI-GAS, INC	51677169	CARBON DIOXIDE	08/18/2020	29.45	08/21/2020
2241	ITU ABSORB TECH, INC	7510895	SHOP	08/05/2020	11.51	08/07/2020
2241	ITU ABSORB TECH, INC	7515299	SHOP	08/05/2020	11.51	08/07/2020
2241	ITU ABSORB TECH, INC	7519552	SHOP	08/18/2020	11.51	08/21/2020
2241	ITU ABSORB TECH, INC	7523808	SHOP	08/18/2020	11.51	08/21/2020
2241	ITU ABSORB TECH, INC	7528107	COVERALLS	08/18/2020	38.85	08/21/2020
Total 10-53700-300 MISCELLANEOUS EXPENSE:					139.40	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	07/31/2020- CREDI	CREDITS	08/05/2020	235.20-	08/07/2020
43	AUTO PARTS & SERVICE	822962	NEU	08/05/2020	36.02	08/07/2020
43	AUTO PARTS & SERVICE	824016	MISC	08/18/2020	32.70	08/21/2020
172	Gordie Boucher Ford	40132	FRAME	08/18/2020	208.36	08/21/2020
368	MID-STATE EQUIPMENT	H58484	BLADE	08/18/2020	66.72	08/21/2020
585	LFGEORGE INC.	IC73926	MISC	08/05/2020	1,598.70	08/07/2020
591	CUMMINS INC.	F6666463	HEATER COOLANT	08/05/2020	228.57	08/07/2020
631	FACTORY MOTOR PARTS	131556783	MISC	08/18/2020	91.03	08/21/2020
1132	BURRIS EQUIPMENT CO.	PI10900	PUMP	08/05/2020	503.79	08/07/2020
1195	WOLTER POWER SYSTEMS	532021668	STARTER MOTOR	08/18/2020	504.78	08/21/2020
4554	TERMINAL SUPPLY CO.	5357800	MISC	08/05/2020	36.93	08/07/2020
4777	BATTERIES PLUS -	P28696588	BACK UPS	08/05/2020	83.95	08/07/2020
Total 10-53700-341 REPAIR PARTS:					3,156.35	
10-53700-342 TIRES						
413	POMP'S TIRE SERVICE, INC.	60214189	TIRES	08/05/2020	754.00	08/07/2020

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 08/01/2020-08/31/2020

Page: 6
Aug 31, 2020 10:37AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-53700-342 TIRES:					754.00	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	823479	DEF	08/05/2020	62.94	08/07/2020
1337	HERBST OIL, INC	73689	FUEL	08/05/2020	831.31	08/07/2020
1337	HERBST OIL, INC	73690	FUEL	08/18/2020	933.94	08/21/2020
1337	HERBST OIL, INC	75337	FUEL	08/05/2020	1,245.85	08/07/2020
1337	HERBST OIL, INC	75338	FUEL	08/18/2020	1,402.13	08/21/2020
Total 10-53700-343 FUEL:					4,476.17	
10-53700-344 OIL						
281	LINCOLN CONTRACTORS SUP	M94875	OIL	08/18/2020	186.00	08/21/2020
Total 10-53700-344 OIL:					186.00	
10-53700-346 MISC DPW SHOP TOOLS						
43	AUTO PARTS & SERVICE	823070	SHOP PRESS	08/05/2020	289.99	08/07/2020
Total 10-53700-346 MISC DPW SHOP TOOLS:					289.99	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	7/22-08/20/2020	3298-754-812	08/26/2020	19.05	08/26/2020
Total 10-53800-220 GAS UTILITIES:					19.05	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	7/22-08/20/2020	3298-754-812	08/26/2020	1,153.73	08/26/2020
Total 10-53800-221 ELECTRIC UTILITIES:					1,153.73	
10-53800-222 TELEPHONE UTILITIES						
848	WINDSTREAM	72887954	ACCT #205607369	08/18/2020	155.95	08/21/2020
Total 10-53800-222 TELEPHONE UTILITIES:					155.95	
10-53800-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	5/1-8/1/20	VH WATER AND SEWER	08/26/2020	768.85	08/26/2020
Total 10-53800-223 WATER/SEWER UTILITIES:					768.85	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9859864463	787056169-00001	08/18/2020	214.85	08/21/2020
Total 10-53800-224 CELL PHONES:					214.85	
10-53800-300 MISCELLANEOUS EXPENSE						
727	WI DEPT. OF JUSTICE	20200803	BACKGROUND CHECK DPW	08/06/2020	7.00	08/07/2020
2241	ITU ABSORB TECH, INC	7510897	DPW	08/05/2020	26.73	08/07/2020
2241	ITU ABSORB TECH, INC	7515301	DPW	08/05/2020	26.73	08/07/2020
2241	ITU ABSORB TECH, INC	7519554	DPW	08/18/2020	209.15	08/21/2020
2241	ITU ABSORB TECH, INC	7523810	DPW	08/18/2020	26.73	08/21/2020
2241	ITU ABSORB TECH, INC	7528109	DPW	08/18/2020	26.73	08/21/2020
Total 10-53800-300 MISCELLANEOUS EXPENSE:					323.07	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 08/01/2020-08/31/2020

Page: 7
Aug 31, 2020 10:37AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-53800-333 SAFETY PROGRAM						
671	AIRGAS	9103440110	GLOVES	08/04/2020	55.96	08/07/2020
671	AIRGAS	9103626187	MASK	08/17/2020	52.02	08/21/2020
671	AIRGAS	9103949601	GLOVES	08/24/2020	77.15	08/26/2020
671	AIRGAS	91039499602	GLOVES	08/24/2020	81.25	08/26/2020
3240	FEHR GRAHAM ENGINEERING	96254	TECHNICAL SERVICES	08/11/2020	1,850.00	08/21/2020
Total 10-53800-333 SAFETY PROGRAM:					2,116.38	
10-54100-215 CONTRACT - HEALTH						
2091	NORTH SHORE HEALTH DEPT	20-0000918	3RD QTR SERVICES	08/20/2020	9,073.00	08/21/2020
Total 10-54100-215 CONTRACT - HEALTH:					9,073.00	
10-55200-435 PLAYGROUND MATERIALS						
281	LINCOLN CONTRACTORS SUP	R60476	TRACK LOADER/BUCKET	08/18/2020	394.58	08/21/2020
502	VILLAGE HARDWARE - VH	199549/1	WASP HORNET SPRAY	08/06/2020	23.94	08/21/2020
502	VILLAGE HARDWARE - VH	199994/1	WASP HORNET SPRAY	08/19/2020	60.37	08/21/2020
4888	CARLIN SALES	385256-00	MISC	08/10/2020	148.16	08/21/2020
5885	FLYRITE CORPORATION	2082	FLAGS	08/17/2020	419.00	08/21/2020
Total 10-55200-435 PLAYGROUND MATERIALS:					1,046.05	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	7/7-8/5/2020	5214-367-035	08/18/2020	25.29	08/21/2020
Total 10-55440-220 GAS UTILITIES:					25.29	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	7/7-8/5/2020	5630-222-240	08/18/2020	101.14	08/21/2020
Total 10-55440-221 ELECTRIC UTILITIES:					101.14	
10-55440-450 SKATE RINK MATERIALS						
186	FOX POINT, VILLAGE OF - W/U	5/1-8/1/20	L, ICE RINK	08/26/2020	98.06	08/26/2020
186	FOX POINT, VILLAGE OF - W/U	5/1-8/1/20	LONGACRE PAVILION	08/26/2020	961.02	08/26/2020
360	NASSCO INC.	S2653676.001	PAPER PRODUCTS	08/17/2020	263.16	08/21/2020
Total 10-55440-450 SKATE RINK MATERIALS:					1,322.24	
10-56100-310 SUPPLIES/EXPENSES						
4888	CARLIN SALES	385256-00	MISC	08/10/2020	148.16	08/21/2020
Total 10-56100-310 SUPPLIES/EXPENSES:					148.16	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	132816	GIS DATA MAINT	08/11/2020	250.00	08/21/2020
Total 21-53100-233 GIS MAINTENANCE:					250.00	
21-71000-400 MATERIALS						
141	DIGGERS HOTLINE	200757801	TICKETS	08/01/2020	88.46	08/21/2020
141	DIGGERS HOTLINE	200757801PP2	HOTLINE TICKETS	08/01/2020	542.67	08/21/2020
Total 21-71000-400 MATERIALS:					631.13	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	7/7-8/5/2020	2417--882-521	08/18/2020	27.99	08/21/2020

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 08/01/2020-08/31/2020

Page: 8
Aug 31, 2020 10:37AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 21-72000-220 GAS UTILITIES:					27.99	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	7/7-8/5/2020	1670-928-034	08/18/2020	21.68	08/21/2020
536	WE-ENERGIES	7/7-8/5/2020	2417--882-521	08/18/2020	88.39	08/21/2020
Total 21-72000-221 ELECTRIC UTILITIES:					110.07	
21-73000-310 SUPPLIES/EXPENSES						
415	POSTMASTER	5/1-8/1/2020	MAY-AUG WATER BILLS	08/31/2020	231.80	08/31/2020
Total 21-73000-310 SUPPLIES/EXPENSES:					231.80	
21-73000-400 MATERIALS						
2136	VERIZON WIRELESS	9859864463	787056169-00001	08/18/2020	37.50	08/21/2020
5033	OFFICE DEPOT -US COMMUNIT	10993266001	37360205-WATER	08/20/2020	5.49	08/21/2020
Total 21-73000-400 MATERIALS:					42.99	
21-91000-840 update the CMOM PLAN						
117	SUPERIOR ENGINEERING	20204401	CMOM AUDIT & UPDATE	08/06/2020	6,820.00	08/07/2020
Total 21-91000-840 update the CMOM PLAN:					6,820.00	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6534877-2275-9	MONTHLY	08/18/2020	21,731.72	08/21/2020
Total 22-53650-210 CONTRACT SERVICES:					21,731.72	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	7/7-8/5/2020	8294-368-584	08/18/2020	24.65	08/21/2020
Total 23-55420-220 GAS UTILITIES:					24.65	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	7/7-8/5/2020	8294-368-584	08/18/2020	36.93	08/21/2020
Total 23-55420-221 ELECTRIC UTILITIES:					36.93	
23-55420-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	5/1-8/1/20	POOL WATER AND SEWER	08/26/2020	1,650.42	08/26/2020
Total 23-55420-223 WATER/SEWER UTILITIES:					1,650.42	
24-44430 ELECTRICAL PERMIT						
701	PIEPER ELECTRIC, INC	5.003230	REFUND PERMIT	08/05/2020	60.00	08/07/2020
Total 24-44430 ELECTRICAL PERMIT:					60.00	
24-44460 BUILDING PERMIT						
708	GUARDIAN HOME IMPORVEME	1.054882	OVERPAYMENT	08/20/2020	7.00	08/21/2020
Total 24-44460 BUILDING PERMIT:					7.00	
24-52400-210 CONTRACT SERVICES						
2256	SAFEBUILT	71080-IN	INSPECTIONS	08/01/2020	510.00	08/21/2020

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 08/01/2020-08/31/2020

Page: 9
Aug 31, 2020 10:37AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 24-52400-210 CONTRACT SERVICES:					510.00	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9859864463	787056169-00001	08/18/2020	35.00	08/21/2020
Total 24-52400-224 CELL PHONES:					35.00	
25-53410-400 MATERIALS						
141	DIGGERS HOTLINE	200757801	TICKETS	08/01/2020	88.45	08/21/2020
141	DIGGERS HOTLINE	200757801PP2	HOTLINE TICKETS	08/01/2020	542.67	08/21/2020
Total 25-53410-400 MATERIALS:					631.12	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9859864463	787056169-00001	08/18/2020	30.00	08/21/2020
Total 25-53800-210 CONTRACT SERVICES:					30.00	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	132816	GIS DATA MAINT	08/11/2020	250.00	08/21/2020
Total 25-53800-233 GIS MAINTENANCE:					250.00	
25-53800-234 INDIAN CREEK PARK MAINTENANCE						
2824	MAREK LANDSCAPING	4706	PURPLE LOOSTRIFE/REED	08/25/2020	5,050.18	08/26/2020
Total 25-53800-234 INDIAN CREEK PARK MAINTENANCE:					5,050.18	
25-55410-310 SUPPLIES/EXPENSES						
415	POSTMASTER	5/1-8/1/2020	MAY-AUG WATER BILLS	08/31/2020	231.80	08/31/2020
Total 25-55410-310 SUPPLIES/EXPENSES:					231.80	
25-91500-800 WPDES COMPLIANCE PROGRAM						
39	RUEKERT MIELKE, INC.	132815	GENERAL SVCS	08/11/2020	305.00	08/21/2020
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					305.00	
25-91500-835 STORM SEWER SYSTEM (MISC)						
5986	WSO GRADING & EXCAVATING	4052	INSTALL PIPE	08/11/2020	3,106.25	08/21/2020
Total 25-91500-835 STORM SEWER SYSTEM (MISC):					3,106.25	
30-58100-312 BORROWING EXPENSE						
302	ASSOCIATED BANK	16800	SERIES 2019	08/20/2020	475.00	08/21/2020
Total 30-58100-312 BORROWING EXPENSE:					475.00	
30-58100-615 PAYMENT TO ESCROW AGENT						
302	ASSOCIATED BANK	16795	BOND SERIES 2011	08/20/2020	475.00	08/21/2020
302	ASSOCIATED BANK	16796	BOND SERIES 2012B	08/20/2020	475.00	08/21/2020
302	ASSOCIATED BANK	16797	SERIES 2015	08/20/2020	475.00	08/21/2020
302	ASSOCIATED BANK	16798	SERIES 2016A	08/20/2020	475.00	08/21/2020
302	ASSOCIATED BANK	16799	SERIES 2018	08/20/2020	475.00	08/21/2020
302	ASSOCIATED BANK	16801	BOND SERIES 2016B	08/20/2020	475.00	08/21/2020

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 08/01/2020-08/31/2020

Page: 10
Aug 31, 2020 10:37AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 30-58100-615 PAYMENT TO ESCROW AGENT:					2,850.00	
50-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	132816	GIS DATA MAINT	08/11/2020	252.50	08/21/2020
Total 50-53100-233 GIS MAINTENANCE:					252.50	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	52	MONTHLY	08/01/2020	19,127.28	08/07/2020
Total 50-81000-601 SOURCE OF WATER SUPPLY:					19,127.28	
50-81000-651 MAINTENANCE OF MAINS						
141	DIGGERS HOTLINE	200757801	TICKETS	08/01/2020	88.46	08/21/2020
141	DIGGERS HOTLINE	200757801PP2	HOTLINE TICKETS	08/01/2020	542.66	08/21/2020
357	MUNSON INC.	0082519	ASPHALT PATCHING	08/11/2020	7,231.00	08/21/2020
715	JET VAC ENVIRONMENTAL	2977	OPERATING NUTS	08/25/2020	639.52	08/26/2020
2241	ITU ABSORB TECH, INC	7510896	WATER DEPT	08/05/2020	8.34	08/07/2020
2241	ITU ABSORB TECH, INC	7515300	WATER DEPT	08/05/2020	8.34	08/07/2020
2241	ITU ABSORB TECH, INC	7528108	WATER DEPT	08/18/2020	8.34	08/21/2020
3259	HYQUIP, LLC- WAUKESHA	00445571	WATER DEPT MISC	08/05/2020	27.64	08/07/2020
101685	FASTENAL COMPANY	2259	PUMP	08/05/2020	3,409.53	08/07/2020
Total 50-81000-651 MAINTENANCE OF MAINS:					11,963.83	
50-81000-800 CAPITAL OUTLAY						
3252	MIDWEST METER INC.	0123435-IN	TOUGH BOOK	08/20/2020	3,860.00	08/21/2020
3252	MIDWEST METER INC.	0123596-IN	SOFTWARE/ENGAGE FEE	08/20/2020	9,600.00	08/21/2020
4542	SEH, INC.	390922	LAKE DR DESIGN	08/17/2020	54,268.72	08/21/2020
Total 50-81000-800 CAPITAL OUTLAY:					67,728.72	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	08/12/2020 PUMP 5	HIGH PUMP REMOVAL	08/20/2020	142.88	08/21/2020
Total 50-81000-844 NSWC CAPITAL PROJECTS:					142.88	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80049296	SERVICE UNIT	08/04/2020	108.00	08/07/2020
Total 50-81000-903 SUPPLIES AND EXPENSE:					108.00	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
415	POSTMASTER	5/1-8/1/2020	MAY-AUG WATER BILLS	08/31/2020	231.80	08/31/2020
2136	VERIZON WIRELESS	9859864463	787056169-00001	08/18/2020	37.50	08/21/2020
5033	OFFICE DEPOT -US COMMUNIT	10993266001	37360205-WATER	08/20/2020	5.50	08/21/2020
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					274.80	
70-12100 TAXES RECEIVABLES						
700	MADSEN, JENNIFER M	21249 7/30/20	OVERPAYMENT TAXES	08/05/2020	.89	08/07/2020
Total 70-12100 TAXES RECEIVABLES:					.89	
Grand Totals:					289,025.41	

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

Village Manager: _____

Village Board: _____



To: Village Board
From: Scott A. Botcher, Village Manager 
cc: Michael Pedersen, Assistant Village Manager
Date: August 31, 2020
Re: Private Placement Refinancing

Prior to the July 2020 financing, Staff looked at “taking out” these April 2011 bonds, which pay rates of 2.9-3.5% prior to maturity in 2026. These bonds have a call date of April 1, 2021.

Under current law, if we refinance debt more than 90 days from the call date, taxable bonds would need to be issued to replace the tax-exempt bonds until we get within the 90-day window, at which time they would convert into tax exempt debt, commonly known as “Cinderella debt”. These didn’t make economic sense at the current time given such a small/short refinancing; we simply wouldn’t realize much, if any, savings. The other option is to wait until we get within the 90-day window and refinance on a tax-exempt basis.

Staff previously discussed the private placement option, but it never made sense until now. (We could wait until an anticipated 2021 GO issue, but there is interest rate risk with that option.)

Attached is an illustration showing a refinancing with a closing date of early January, thus putting us within the 90-day call window and locking in December rates. To reduce issuance costs, the Village could issue the refinancing as a “Private Placement”, meaning we would have local and national banks bid on the refinancing.

By pursuing a private placement versus a public offering, the Village avoids the bond rating process and do not develop a full official statement, avoiding those costs. The interest rates on a private placement are usually slightly higher than the public offering rates, but as this issue is minimal in value and short in duration overall, and as it still reflects sizable savings, it makes more sense pursue a private placement. (The spreads right now are also thin, especially at our rating.)

I hereby recommend authorizing the execution of the engagement letter and authorizing our pursuing this private placement.

As always, please contact me with any questions.

The logo for BAIRD is a dark blue parallelogram with the word "BAIRD" in white, bold, sans-serif capital letters.

Village of Fox Point

Refinancing Discussion

September 8, 2020

Justin Fischer, Director

jfischer@rwbaird.com

777 East Wisconsin Avenue

Milwaukee, WI 53202

Phone 414.765.3635

Fax 414.298.7354

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Village of Fox Point

Refinancing Discussion

September 8, 2020

Tentative Timeline

- Village Board considers refinancing plan September 8, 2020
 - Preparations are made for Issuance
 - ✓ Private Placement Memorandum
 - ✓ Marketing to local and national banks
- Village Board considers award resolution (finalizes terms and interest rates) December 8, 2020
- Closing (funds available) January 4, 2021
- 2011 Bonds Paid Off (first available call date) April 1, 2021

Borrowing Amount / Structure / Purpose

Estimated Amount:	\$1,025,000
Issue:	G.O. Refunding Bonds
Maturity:	April 1, 2021 – April 1, 2026
First Interest:	April 1, 2021
Callable:	April 1, 2022 or any date thereafter
Purpose:	Refinance 2011 Bonds
Amount Refunded (Principal & Interest):	\$995,822
Estimated Interest Rate:	1.19%
Estimated Savings \$:	\$34,347 (Net of est. cost of issuance)



Village of Fox Point

Refinancing Discussion

September 8, 2020

Refinancing Illustration

BEFORE REFINANCING				AFTER REFINANCING			
Calendar Year	G.O. Corp. Purpose Bonds, Series 2011 Dated June 2, 2011 PRINCIPAL (4/1)	RATE (4/1 & 10/1)	INTEREST	TOTAL DEBT SERVICE	G.O. Corp. Purpose Bonds, Series 2011 Dated June 2, 2011 PRINCIPAL (4/1)	INTEREST (4/1 & 10/1)	TOTAL NEW DEBT SERVICE
2021	\$175,000	2.900%	\$34,183	\$209,183	\$175,000	\$2,538	\$206,007
2022	\$180,000	3.000%	\$28,945	\$208,945	***	\$8,469	\$205,424
2023	\$190,000	3.100%	\$23,300	\$213,300	***	\$10,424	\$208,468
2024	\$195,000	3.200%	\$17,235	\$212,235	***	\$8,468	\$206,338
2025	\$205,000	3.300%	\$10,733	\$215,733	***	\$6,338	\$208,977
2026	\$210,000	3.500%	\$3,675	\$213,675	***	\$3,977	\$206,363
						\$1,363	
	\$1,155,000		\$118,070	\$1,273,070	\$175,000	\$2,538	\$1,241,576
					***		\$31,494

Maturities callable 4/1/2021 or any date thereafter.

Partially Storm and Sewer Supported

CALLABLE MATURITIES

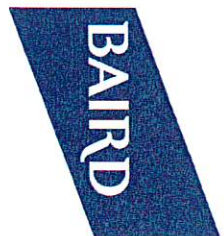
*** REFINANCED WITH 2021 ISSUE

(1) This illustration represents a mathematical calculation of potential interest cost savings (cost), assuming hypothetical rates based on current rates +20BPS for municipal bonds as of 8/13/20. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a refinancing or otherwise to be considered as advice.

(2) Present value calculated using the All Inclusive Cost (AIC) of 2.02% as the discount rate.

Interest Rate Sensitivity			
Change in Rates	Est. PV %	Est. PV \$	
-0.30%	4.276%	\$41,903	
-0.20%	3.940%	\$38,610	
-0.10%	3.605%	\$35,331	
+0.10%	2.940%	\$28,816	
+0.20%	2.621%	\$25,689	
+0.30%	2.292%	\$22,465	

ROUNDING AMOUNT.....	\$2,853
POTENTIAL NET SAVINGS.....	\$34,347
POTENTIAL PRESENT VALUE SAVINGS \$.....	\$32,067
POTENTIAL PRESENT VALUE SAVINGS %.....	3.272%



Village of Fox Point

Refinancing Discussion

September 8, 2020

Important Disclosures

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