

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

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

**TUESDAY
JUNE 8, 2021
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/87554940040>

Dial: (312) 626-6799
Meeting ID: 875 5494 0040

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, and during the public hearings noted in agenda item 4, 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. Committee Reports

a. Plan Commission

1. The Village Board will receive a report concerning the Plan Commission's review and recommendation for a conditional use permit for Milwaukee Guitar Collective, 6928 N Santa Monica Blvd., Fox Point, to consign, buy, sell, trade vintage musical instruments. Products are predominantly sold online and shipped from same facility. Activities also include repairs, photography and by appointment meetings.
2. The Village Board will receive a report concerning the Plan Commission's review and recommendation of a Certified Survey Map which includes a proposed land combination of two parcels submitted by Applicants, Douglas Diefenbach and Christa Beal Diefenbach located at 200 West Indian Creek Court.

4. Public Hearings

a. Village of Fox Point 2021 Amended Comprehensive Plan

The Village Board will hear comments and input regarding the Amended Comprehensive Plan for the Village of Fox Point, as recommended to the Village Board by Resolution of the Plan Commission.

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

- a. Approve the minutes of the May 11, 2021 Village Board meeting.
(Pages 1-4)
- b. Confirm President Frazer's list of appointments to various Boards, Committees, and Commissions.
(Page 5)
- c. Grant the renewals for two "Class A" Beer and Intoxicating Liquor Licenses, renewals for four "Class B" Beer and Intoxicating Liquor Licenses, and approve the appointment of one new agent, per the Village Clerk Treasurer's memo dated May 18, 2021 subject to any conditions as noted.
(Pages 6-8)
- d. Grant the Cigarette and Tobacco Product Retail License to the Establishment Walgreen Co, d/b/a, Walgreens #03125, located at 8615 North Port Washington Road – agent Tammy Marie Kachelmeier per the Village Clerk/Treasurer's memo dated May 18, 2021 and subject to any conditions as noted.
(Page 9)
- e. Approve the Land Combination and Certified Survey Map submitted by Applicants Douglas Diefenbach and Christa Beall Diefenbach for the property located at 200 West Indian Creek Court upon all terms and conditions recommended by the Plan Commission.
(Pages 10-14)
- f. Adopt a Resolution Approving of and Authorizing Submittal of the Compliance Maintenance Annual Report (CMAR) to the Department of Natural Resources for the 2020 Sanitary Sewer Activities.
(Pages 15-25)
- g. Schedule a Public Hearing for the July 13, 2021 regular Board meeting to receive comments and input on the proposed 2022 Community Development Block Grant (CDBG) program project list immediately following "Persons desiring to be heard" per the Director of Public Works' memorandum dated May 24, 2021.
(Page 26)
- h. Accept the bid of WSO Grading & Excavating in the amount of \$292,101.15 for the 2021 Barnett Lane Stormwater Improvement Project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated June 3, 2021.
(Pages 27-29)
- i. Accept the proposal of Kapur & Associates in an amount not to exceed \$39,951 for construction management services for the 2021 Barnett Lane Stormwater Improvement Project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated June 3, 2021.
(Pages 30-33)

- j. Approve the Green Infrastructure Ten-Year Maintenance Covenant for the Acacia 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 May 25, 2021. (Pages 34-41)
- k. Approve a renewal of the contract with Waste Management to provide recycling services for an additional two-year period per the Director of Public Works' memorandum dated June 3, 2021 and authorize the Village Director of Public Works to provide such notice to Waste Management. (Page 42)
- l. Approval of a Joint Resolution approving the sale of Land by the North Shore Water Commission (Pages 43-49)
- m. Approve payment of the bills in the amount of \$344,802.46 for the period May 1, 2021 through May 31, 2021 per the report submitted by the Village Manager. (Pages 50-62)

6. New Business

- a. **Municipal Judge Scott Wales will provide a municipal court update and answer questions from the Village Board**

The Village Board will hear and may discuss a report from Judge Scott Wales on a municipal court update.

(Pages 63-64)

- b. **Consideration of Snow Plowing Village of Fox Point Private Streets**

The Village Board discuss and will consider the snow plowing of Fox Point private streets.

(Pages 65-72)

- c. **Wisconsin Department of Revenue American Rescue Plan Act (ARPA) funds report by Village Manager Scott Botcher**

The Village Board will hear a report from Village Manager Scott Botcher and may discuss Village of Fox Point's ARPA funds.

(Pages 73-76)

- d. **Discussion of Future Meeting Methodologies by Village Board**

The Village Board will discuss and may act on the methodologies of future Village Board meetings.

- e. **Presentation of FY 2020 Audit by Wendi Unger (Baker Tilly Partner) to the Village Board**

The Village Auditor Baker Tilly Partner Wendi Unger shall present and Village Board may accept the Fiscal Year 2020 Audit in final format.

(Pages 77-82)

- f. **Ordinance to Adopt a Comprehensive Plan Amendment for the Village of Fox Point Pursuant to Applicable Wisconsin Statutes**

The Village Board will consider and may act on the ordinance to adopt a Comprehensive Plan Amendment for the Village of Fox Point pursuant to applicable Wisconsin Statutes.

(Pages 83-86)

7. Future Agenda Items

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

8. Announcements

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

- a. Village President Frazer
- b. Trustee Fonstad
- c. Trustee Symchych
- d. Trustee Sumner
- e. Trustee Kravit
- f. Trustee Ollman
- g. Trustee Anderson Knight
- h. Village Manager Scott Botcher
 - 1. PSC Water Rate study

9. Closed Session

It is anticipated the Village Board will convene into closed session for the following reasons:

Pursuant to State Statutes Sections 19.85(1)(g) and 895.46, to Confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: Specifically, to discuss the Summons and Complaint in Small Claims served on four members of the Village of Fox Point Board of Review. Participating in the closed session will be the Village Board, Village Manager, Assistant Village Manager, Village Attorney and Village Clerk Treasurer.

10. Reconvene and Possible Action on Closed Session Items

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

11. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING:

JULY 13, 2021 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 MEETING MINUTES
MAY 11, 2021**

A meeting and public hearings of the Fox Point Village Board were held virtually via telephonic and video conferencing on Tuesday, May 11, 2021 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. and asked the Assistant Village Manager to take roll call. Roll Call of the Village Board present included:

Village President Douglas H. Frazer
Trustee Eric Fonstad
Trustee Christine Symchych
Trustee Liz Sumner
Trustee Bill Kravit
Trustee Greg Ollman
Trustee Catie Knight

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

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

Persons desiring to be heard

President Frazer opened Persons desiring to be heard.

Annie Bahringer introduced herself as the new North Shore Library Director.

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

Committee Reports – Plan Commission

Trustee Fonstad gave a brief synopsis to the public and Village Board regarding Plan Commission's review and recommendation concerning applications submitted by Nhi Le Nails, 6924 N Santa Monica Blvd and Wheel & Sprocket at its Café, currently named Joy Ride Café, 6940 N Santa Monica Blvd. Trustee Fonstad also reported on edits made to the Comprehensive Plan.

Public Hearing Regarding Village of Fox Point 2021 Amended Comprehensive Plan

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0) to postpone this agenda item to the next regularly scheduled Village Board meeting on June 8, 2021 at 7:00PM.

Public Hearing Regarding CUP for Salem Magical, LLC, d/b/a, Nhi Le Nails located at 6924 N Santa Monica Blvd, Fox Point

Motion made by President Frazer, seconded by Trustee Kravit, and carried by roll call vote (7-0), to open the public hearing regarding the Conditional Use Permit for Salem Magical, LLC, d/b/a, Nhi Le Nails located at 6924 N Santa Monica Blvd, Fox Point.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
MAY 11, 2021**

Public Comments:

No comments were made.

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0) to close the public hearing regarding the Conditional Use Permit for Salem Magical, LLC, d/b/a, Nhi Le Nails located at 6924 N Santa Monica Blvd, Fox Point.

Public Hearing Regarding CUP for Wheel & Sprocket at its Café, currently named Joy Ride Café, located at 6940 N Santa Monica Blvd, Fox Point

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0) to open the public hearing regarding the Conditional Use Permit for Wheel & Sprocket at its Café, currently named Joy Ride Café, located at 6940 N Santa Monica Blvd.

Public Comments:

No comments were made.

Motion made by President Frazer, seconded by Trustee Kravit, and carried by roll call vote (7-0) to close the public hearing regarding the Conditional Use Permit for Wheel & Sprocket at its Café, currently named Joy Ride Café, located at 6940 N Santa Monica Blvd.

Consent Agenda

- a. Approve the minutes of the April 13, 2021 Village Board meeting.
- b. Confirm President Frazer's list of appointments to various Boards, Committees, and Commissions.
- c. Adopt the Authorized Representative Resolution for submittal of an Application for Environmental Improvement Fund (EIF) assistance to the State of Wisconsin and Department of Natural Resources (DNR) for the replacement of private side lead laterals in the Village of Fox Point.
- d. Adopt Resolution in Support for a Strong State and Local Revenue Partnership representing the Village of Fox Point.
- e. Grant a Conditional Use Permit to applicant Salem Magical, LLC, d/b/a Nhi Le Nails, 6924 N Santa Monica Blvd, and authorize the Village President and Village Clerk Treasurer to sign the Conditional Use Order.
- f. Grant a Conditional Use Permit to applicant Wheel & Sprocket at its Café, currently named Joy Ride Café, 6940 N Santa Monica Blvd, and authorize the Village President and Village Clerk Treasurer to sign the Conditional Use Order.
- g. Adopt Resolution Acknowledging National Invasive Species Awareness Week of May 16 through May 23, 2021 in the Village of Fox Point.
- h. Approve payment of the bills in the amount of \$405,629.71 for the period April 1, 2021 through April 30 2021 per the report submitted by the Village Manager.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
MAY 11, 2021**

Motion made by President Frazer, seconded by Trustee Kravit, and carried by roll call vote (7-0), to approve the consent agenda.

Consideration and possible action on Lake Drive design considerations

Director of Public Works, Scott Brandmeier, gave an update on the project to the Village Board.

Initial Resolution Authorizing the Borrowing of Not to Exceed \$3,175,000 and Providing for the Issuance and Sale of General Obligation Promissory Notes

Justin Fischer from Baird presented and answered questions regarding the issuance and sale of general obligation promissory notes.

Motion made by Trustee Fonstad, seconded by President Frazer, and carried by roll call vote (7-0), to adopt the Initial Resolution Authorizing the Borrowing of Not to Exceed \$3,175,000 and Providing for the Issuance and Sale of General Obligation Promissory Notes.

Resolution of Commendation and Appreciation – Former Trustee Marty Tirado

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0) to adopt the Resolution of Commendation and Appreciation of Former Trustee Marty Tirado.

Ordinance to Adopt a Comprehensive Plan Amendment for the Village of Fox Point Pursuant to Applicable Wisconsin Statutes

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0) to postpone this agenda item to the next regularly scheduled Village Board meeting on June 8, 2021 at 7:00PM.

Consideration and Possible action to approve a Resolution to Establish a Private Property Lead Water Lateral Replacement Reimbursement Program

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (6-1, with Trustee Kravit opposing) to adopt a Resolution to Establish a private Property Lead Water Lateral Replacement Reimbursement Program.

Future Agenda Items

No future agenda items.

Announcements

Village President Frazer

Noted the anticipatory opening of the Fox Point Pool for the first time in two years.

Trustee Fonstad

Trustee Fonstad gave a brief update on the Library Board and their finances. He noted that there have been some changes to the Board, notably the City Administrator of Glendale has been added to the Library Board.

Trustee Symchych

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
MAY 11, 2021**

No announcements

Trustee Sumner

No announcements

Trustee Kravit

No announcements

Trustee Ollman

No announcements

Trustee Knight

No announcements

Village Manager Scott Botcher

Scott mentioned the Audit Committee will be held on May 19, 2021 at 8:00AM.

Closed Session

Motion made by President Frazer, seconded by Trustee Kravit, and carried by roll call vote (7-0) to move into closed session, Pursuant to State Statutes Section 19.85(1)(e), to Deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: Specifically, to discuss options arising with regard to property owned by the Village that is located in the City of Glendale. Participating in the closed session will be the Village Board, Village Manager, Assistant Village Manager, and Village Attorney.

Reconvene into Open Session

Motion made by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (7-0), to reconvene into open session.

Adjourn

Motion made by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (7-0); the Village Board adjourned the Village Board meeting at 8:21p.m.

Respectfully submitted,

Michael Pedersen

Assistant Village Manager

June 8, 2021

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

North Shore Library Board (*confirmation requested*)
(3-year term)

Catie Anderson Knight (trustee member)
Sandra K. Grady (citizen member)

Respectfully submitted,

Douglas H. Frazer
Village President
June 8, 2021

¹ (R) designates returning member.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

TO: Village Board

FROM: Kelly A. Meyer, CMC/WCMC, Clerk Treasurer 

THROUGH: Scott Botcher, Village Manager 

DATE: June 1, 2021

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

Background and Overview

Attached is a list of the 2021-22 liquor license renewal applications for “Class A”, retail fermented malt beverage and intoxicating liquor licenses and “Class B”, fermented malt beverage and intoxicating liquor licenses as published in the North Shore Now on Wednesday, May 26, 2021.

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

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

Section 125.86 of the Village Code states that no initial or renewal alcohol beverage license shall be granted to any person or premises for which taxes, assessments, utility bills or other claims of the Village are delinquent and unpaid. As of June 1, 2021 all outstanding financial obligations to the Village of Fox Point have been satisfied by the establishments applying for “Class A” or “Class B” liquor license renewals for the period commencing on July 1, 2021 and expiring on June 30, 2022.

Recommendation

Staff recommends the Village Board take the following actions:

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

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

**VILLAGE OF FOX POINT
OFFICIAL NOTICE
2021 ALCOHOL BEVERAGE LICENSES**

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

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

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

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

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

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

The Town Club, d/b/a, The Town Club, 7950 N Santa Monica Blvd, Fox Point, WI 53217, Kelly E. Price, NEW Agent, premises to be licensed: 7950 N Santa Monica Blvd, Fox Point, WI 53217.

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

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

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



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

TO: Village Board

FROM: Kelly A. Meyer, CMC/WCMC, Clerk Treasurer *KAM*

THROUGH: Scott Botcher, Village Manager *SAB*

DATE: May 18, 2021

RE: **2021-2022 Cigarette/Tobacco Product License Renewals**

Background and Overview

Below is the 2021-2022 Cigarette/Tobacco Product license renewal application for the period commencing on July 1, 2021 and expiring on June 30, 2022 for the following entity:

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

Tammy Marie Kachelmeier – agent (Corporation)

8615 North Port Washington Road

Fox Point, WI 53217

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

Recommendation

Staff recommends the Village Board take the following actions:

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



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Plan Commission
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: May 24, 2021
Re: Land Combination – 200 West Indian Creek Court

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

A handwritten signature in blue ink, appearing to be "SJB", is written over the "Through:" line.

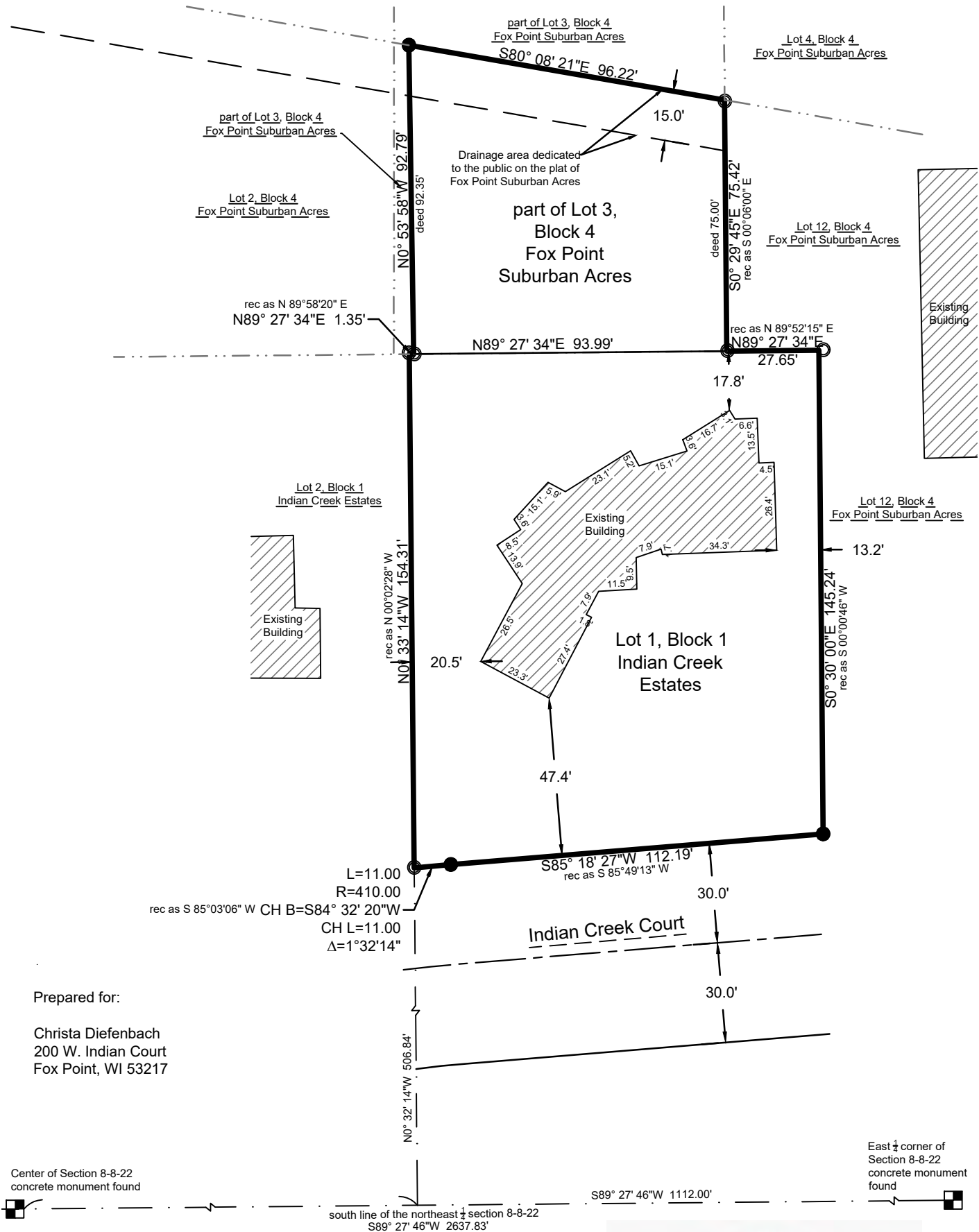
An application was submitted by Christa Beal Diefenbach and Douglas Diefenbach (Applicants), owner of the property at 200 West Indian Creek Cour, to combine the lots on their properties (part of Lot 3, Block 4 of Fox Point Suburban Acres and Lot 1, Block 1 of Indian Creek Estates). The Applicants are requesting that the two parcels as shown on the Plat of Survey (Attachment A) be combined and that one lot be created as shown on the Certified Survey Map (CSM) (Attachment B). The Applicants have submitted this application in accordance with Section 738 of the Village Code.

Based upon correspondence from the Village Attorney, it is my understanding that the application requires a filing fee (\$300) and the appropriate CSM but does not require an appraisal as it is a land combination nor notice to property owners within 500 feet of the proposed land combination. As the filing fee has been paid and the Plat of Survey and CSM have been submitted depicting the land combination, it appears that the requirements for the land combination have been met and, therefore, is referred to the Plan Commission for action on the matter.

Plat of Survey

Lot 1, Block 1, in Indian Creek Estates, being a redivision of Lots 8, 9, 10 and 11 and the Easterly $\frac{1}{2}$ of vacated Carol Avenue, in Fox Point Heights, a Subdivision of part of the Northeast $\frac{1}{4}$ of Section 8, in Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin
AND

That part of Lot 3, in Block 4, in Fox Point Suburban Acres, being a Subdivision of a part of the Northeast $\frac{1}{4}$ of Section 8, Township 8 North, Range 22 East, in the Village of Fox Point and Village of Bayside, Milwaukee County, Wisconsin, which is bounded and described as follows:
Commencing at the Southeast corner of said Lot 3; thence West along the South line of Lot 3 aforesaid, 93.99 feet to a point, said point being the Northwest corner lot Lot 1, in Block 1, in Indian Creek Estates, being a Subdivision of a part of the Northeast $\frac{1}{4}$ of Section 8, Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin; thence North along the West line of said Lot 1 extended North 92.35 feet to a point in the center line of a 30.00 feet drainage easement; thence Southeasterly along the center line of a 30.00 feet drainage easement, 96.22 feet to a point in the East line of said Lot 3; thence South along the East line of Lot 3 aforesaid 75.00 feet to the point of commencement.



Prepared for:

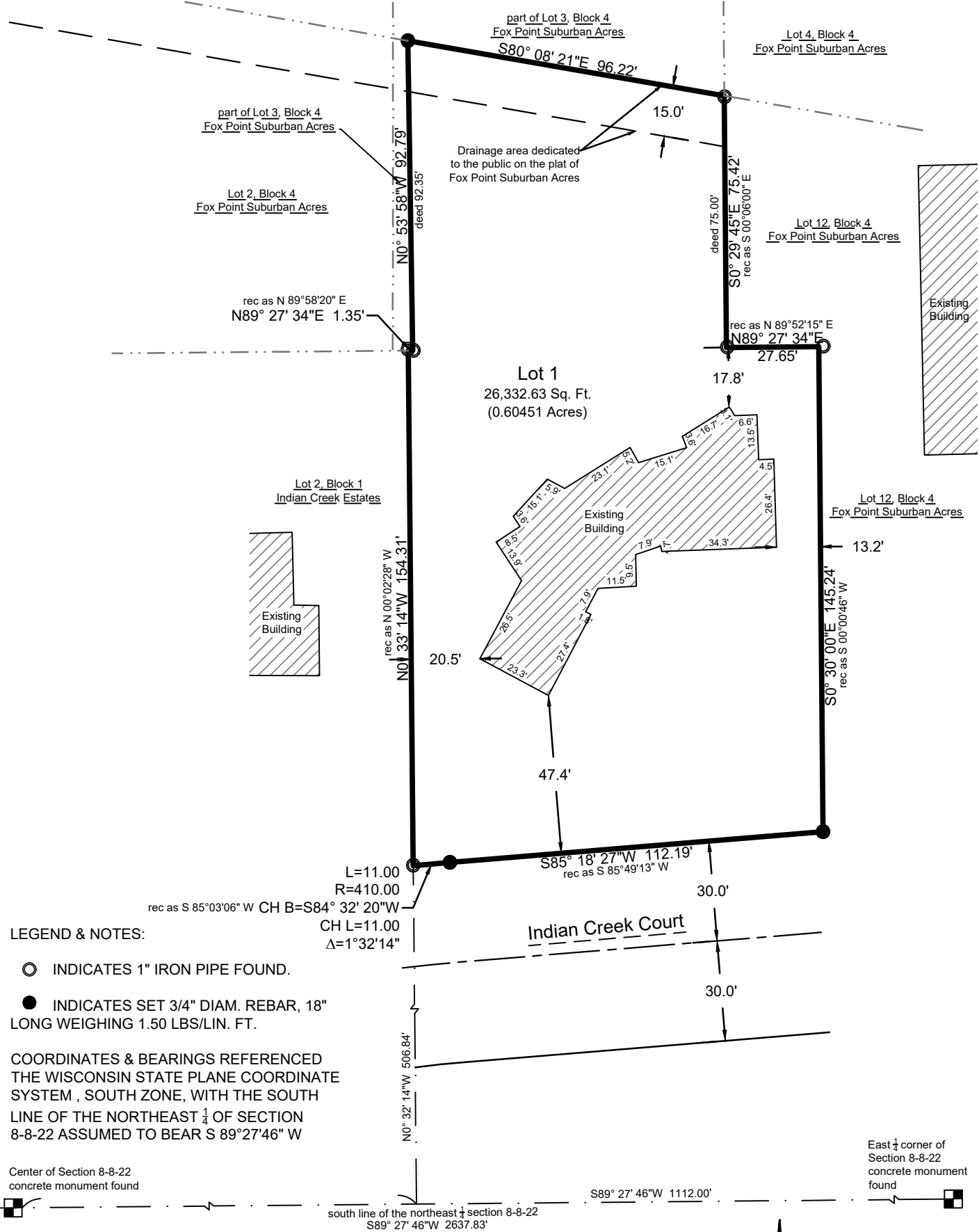
Christa Diefenbach
200 W. Indian Court
Fox Point, WI 53217

I, Kevin A. Slotke, Professional Land Surveyor, certify that I have surveyed the above described property, to the best of my knowledge and ability, and that the map shown hereon is a true representation thereof and shows the size and location of the property, it's exterior boundaries, the location of all visible structures thereon, boundary fences, apparent easements, roadways and encroachments, if any.

Kevin A. Slotke, P.L.S. 2503 May 13, 2021

CERTIFIED SURVEY MAP NO. _____

LOT 1, BLOCK 1, INDIAN CREEK ESTATES AND ALSO PART OF LOT 3, BLOCK 4, FOX POINT SUBURBAN ACRES, ALL IN THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE VILLAGE OF FOX POINT, COUNTY OF MILWAUKEE, STATE OF WISCONSIN



CERTIFIED SURVEY MAP NO. _____

LOT 1, BLOCK 1, INDIAN CREEK ESTATES AND ALSO PART OF LOT 3, BLOCK 4, FOX POINT SUBURBAN ACRES,
ALL IN THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE
VILLAGE OF FOX POINT, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

FOX POINT VILLAGE BOARD APPROVAL

Approved by the Fox Point Village Board

this _____ day of _____, 20__.

Douglas H. Frazer, President

Kelly Meyer, Clerk/Treasurer

VILLAGE OF FOX POINT PLANNING COMMISSION APPROVAL

Approved by the Village of Fox Point Planning Commission

this _____ day of _____, 20__.

Douglas H. Frazer, President

Kelly Meyer, Clerk/Treasurer



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

**RESOLUTION APPROVING OF AND
AUTHORIZING SUBMITTAL OF THE
CMAR REPORT FOR THE ACTIVITIES OF 2020**

RESOLUTION 2021-XX

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

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

WHEREAS, the CMAR Report for the Activities of 2020 has been submitted to and reviewed by the Village Board;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Fox Point that the CMAR Report for the Activities of 2020 is hereby approved and the Director of Public Works is directed to submit the report to the Wisconsin Department of Natural Resources with all required certifications.

Dated this 8th day of June, 2021.

VILLAGE OF FOX POINT

Douglas H. Frazer
Village President

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

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2020

Financial Management

1. Provider of Financial Information

Name:

Scott Brandmeier

Telephone:

414-351-8900

(XXX) XXX-XXXX

E-Mail Address
(optional):

sbrandmeier@villageoffoxpoint.com

2. Treatment Works Operating Revenues

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

● Yes (0 points)

○ No (40 points)

If No, please explain:

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

2020

● 0-2 years ago (0 points)

○ 3 or more years ago (20 points)

○ N/A (private facility)

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

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

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

Year:

2020

○ 1-2 years ago (0 points)

○ 3 or more years ago (20 points)

● N/A

If N/A, please explain:

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

3.2 Equipment Replacement Fund Activity

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3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 0.00

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

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 0.00

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

+ \$ 0.00

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

- \$ 0.00

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

\$ 0.00

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

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

0

3.3 What amount should be in your Replacement Fund?

\$ 360,000.00

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

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

☐ Yes

☒ No

If No, please explain.

The amount identified above reflects the total estimated annual capital and operating costs spread over the next five years. As noted in Section 3.1, only that amount which is specifically required for a particular budget year is programmed. Approximately \$400,000 was budgeted for 2020 and another approximate \$425,000 in capital costs is allocated for 2021.

4. Future Planning

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

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

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Televising sanitary sewer mains. \$10,000 to \$15,000 is planned to be expended annually for the next 5 year budget cycle.	15000	2021
2	The Village has implemented a Geographic Information System (GIS) database to assist the Department of Public Works in tracking the Village of Fox Point's sanitary sewer system infrastructure, rehabilitation efforts being undertaken, and associated activities. Activities that have been converted to digital copies are now being incorporated into a web-based system such that Village staff can input inspection reports, rehab information, and the such while in the field.	4000	2021

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3	In conjunction with the Milwaukee Metropolitan Sewerage District (MMSD), the Village has adopted a Private Property Infiltration and Inflow (PP I/I) policy to fund rehabilitation activities on private property in an effort to reduce clear water from entering the sanitary sewer system. Funding for the program from MMSD may change, but the cost is reflective of the dollars that were originally proposed. It is estimated that \$250,000 may be spent in 2021 to investigate and rehabilitate riser pipes and associated laterals. Residents will be required to contribute 50% of the cost of rehabilitation activities in order to maximize the benefit being received from MMSD.	250000	2021
4	Sanitary sewer rehabilitation activities, including CIPP and spot repairs and relays in selected areas of the Village.	180000	2021
5	Perform mainline and manhole rehabilitation activities including CIPP and spot repairs and relays in selected areas of the Village. Costs are reflective of average expenditures on such activities over the next five years.	200000	2022
6	Perform lateral rehabilitation in areas of the Village.	150000	2022
7	Perform lateral rehabilitation in areas of the Village.	150000	2023
8	Update CMOM plan.	10000	2025

5. Financial Management General Comments

The Village regularly budgets for sewer rehabilitation in various areas depending on the results of the televising performed in prior years. On average, the expenditures range from \$175,000 to \$250,000 annually to line or perform spot repairs on sewer mains and to line or rehab manholes.

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

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

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	1,498	10
February	1,343	3
March	1,428	3
April	1,335	3
May	1,223	4
June	1,373	15
July	684	3
August	593	46
September	326	8
October	558	2
November	804	1
December	1,083	2
Total	12,248	100
Average	1,021	8

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

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

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

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

6.2.2 Comments:

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

☐ No

☒ Yes

Year:

2008

By Whom:

Focus on Energy

Describe and Comment:

Upgraded the pumps and controls in 2012 and the generator and dialer in 2020.

6.4 Future Energy Related Equipment

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

Energy efficient improvements have been made to the lift stations.

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

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Sanitary Sewer Collection Systems

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

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

☒ Yes

☐ No

If No, explain:

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

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

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

☒ Goals [NR 210.23 (4)(a)]

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

The goals in our CMOM plan include the following: (1) comply with the WPDES permit concerning sanitary sewer overflows, (2) minimize the occurrence of problematic overflows, (3) maintain assets cost-effectively through a rehabilitation and replacement program based on condition assessment, (4) provide quality customer care, (5) improve or maintain system reliability, (6) reduce the potential threat to human health from sewer overflows, (7) provide adequate capacity to convey peak flows, (8) manage infiltration and inflow, (9) protect sanitary sewer system worker health and safety, and (10) operate a continuous CMOM program. Additionally, though not required, we had a goal of updating our CMOM plan.

Did you accomplish them?

☒ Yes

☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

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

☒ Internal and external lines of communication responsibilities

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

☒ Legal Authority [NR 210.23 (4) (c)]

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

Village Code

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

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

☒ Private property inflow and infiltration

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

☐ Rehabilitated sewer and lift station installation, testing and inspection

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

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

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

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

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

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

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

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

0

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

Does your emergency response capability include:

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

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

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

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

2. Operation and Maintenance

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

Cleaning	45.8	% of system/year
Root removal	20.2	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	.07	% of system/year
Sewer line televising	6.2	% of system/year
Manhole inspections	46.7	% of system/year
Lift station O&M	5	# per L.S./year
Manhole rehabilitation	0	% of manholes rehabbed
Mainline rehabilitation		

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Private sewer inspections	2.4	% of sewer lines rehabbed
Private sewer I/I removal	8.8	% of system/year
River or water crossings	0	% of private services
	0	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		

3. Performance Indicators

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

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

3.2 Performance ratios for the past year:

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

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume
0	5/17/2020 3:30:00 PM - 5/17/2020 4:00:00 PM	8000 North Beach Drive (Lift Station No. 1)	Rain	10,575
1	5/17/2020 1:00:00 PM - 5/17/2020 4:00:00 PM	7912 North Beach Drive (Lift Station No. 2)	Rain	9,000

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

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What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

Fox Point has been very aggressive in addressing clear water infiltration into its sanitary sewer system and investigates each instance of an SSO or bypass pumping event. In the case of both lift stations, we received over 5 inches of rain in a short period of time (approximately 5 hours) which led to quite a bit of I/I into the system. The I/I tributary to Lift Station No. 1 is attributed to old laterals and a reluctance of residents to have them repaired. However, the good news is that we continued to investigate the source of the I/I tributary to Lift Station No. 2 and discovered, through the assistance of the property owner, smoke testing and dye water testing, that there used to be a home located on a parcel on Goodrich Court in the early 1900's (through the 1930's to 1940's). When the home was tore down, apparently the sanitary lateral was never properly abandoned. Staff discovered the connection in the yard when doing the smoke testing and dye water testing. We will be working with MMSD to obtain funding to remove this connection in the near future.

5. Infiltration / Inflow (I/I)

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

☒ Yes

☐ No

If Yes, please describe:

As noted above, we had two SSO's - both attributable to a wet weather event with one being attributed to an abandoned sanitary lateral that was never properly abandoned.

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

☒ Yes

☐ No

If Yes, please describe:

Please refer to the above comments.

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

The source of the I/I tributary to Lift Station No. 2 has been a mystery for years (as many as 30 plus) as staff has never been able to determine the source. Suspected sources have been evaluated in the past but were ruled out. Then, last year, we were able to find the largest single source of I/I to Lift Station No. 2 as storm water would pool in a depressional area in a yard on Goodrich Lane and drain into an old sanitary sewer lateral that was never properly abandoned. Staff has extremely excited to finally discover the source and will be working to eliminate the source in 2021 or 2022.

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

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

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

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Grading Summary

WPDES No: 0047341

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

Notes:

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

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Village of Fox Point

Date of Resolution or
Action Taken:

2021-06-08

Resolution Number:

2021-

Date of Submittal:

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

Financial Management: Grade = A

Collection Systems: Grade = A

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

The Village of Fox Point actively pursues the root cause of SSO's and/or bypass pumping events in the Village. In 2020, we finally discovered the source of inflow tributary to Lift Station No. 2 on Goodrich Lane that likely leads to overflows in the system. We are working with our consultant and MMSD to eliminate this source.

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

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

G.P.A. = 4.00



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: June 2, 2021
Re: Public Hearing – 2022 Community Development Block Grant (CDBG)
Program Project List – Public Input

Each year, the Village of Fox Point provides a project list to Milwaukee County for the use of the Community Development Block Grant (CDBG) funds that the Village is eligible to receive in the coming fiscal year. In general terms, CDBG funds are used to eliminate "spot" blight and to improve accessibility to existing publicly-owned facilities. Locally, the Village of Fox Point has received reimbursement for lease expenses of the LX Club. The amount of the 2022 grant has not yet been determined and meetings are not expected to occur until August or September, but if recent years are any indication, it is expected that the Village of Fox Point would receive approximately \$6,000.

As part of the development of a project list, a public hearing must be held to obtain public comment on possible projects. I recommend that the Village Board schedule a public hearing for this purpose on Tuesday, July 13, 2021 immediately following the "Persons desiring to be heard" section of the agenda. A recommendation regarding allocation of the CDBG funds for 2022 will be provided at the Board meeting. This list will then be submitted to the County per their requirements.



To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works

Through: Scott Botcher, Village Manager

Date: June 3, 2021

Re: Recommendation for Acceptance of Bid for the 2021 Barnett Lane Ravine Stormwater Improvement Project

The 2021 Barnett Lane Ravine Stormwater Improvement Project includes the replacement of the storm sewer pipe leading from the upper part of the bluff down to Lake Michigan as well as the placement of rip rap along rills and gullies created by erosion along the bluff. This project was originally bid last June and the bids were nearly twice what was budgeted. Additionally, the contract documents at that time did not require placement of rip rap within the rills and gullies.

Last fall, due to the presence of the rills and gullies, a geotechnical investigation was performed. Based on the results of the geotechnical investigation and report, which was completed earlier this year, the contract documents were updated to reflect the recommendations within the geotechnical report. The work was then bid and a bid opening was held on Thursday, June 3, 2021.

At the bid opening, two contractors submitted bids to perform the work – WSO Grading & Excavating and Buteyn Peterson Construction. The bid prices were \$292,101.15 and \$399,452.50, respectively. The apparent low bidder in the amount of \$292,101.15 is WSO Grading & Excavating who has performed a number of projects for the Village in the past, including the bioswale and ravine work on Goodrich Lane. The Village budgeted \$350,000 for the project in 2021 and reserved last year's budget amount of \$250,000 in order to complete this project.

Based on the bids received and the recommendation letter from Kapur & Associates, it is my recommendation that the project be awarded to WSO Grading & Excavating in the amount of \$292,101.15. The bid amount is less than what is available for construction. It is my further recommendation that the Village Board authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.

June 3, 2021

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

Re: Barnett Ravine Storm Water Improvement Project
Village of Fox Point

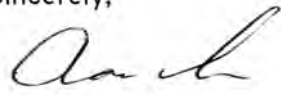
Dear Mr. Brandmeier:

Bids were received from two (2) Contractors to complete the Barnett Ravine Storm Water Improvement project as detailed in the plans and specifications prepared by our office. After review of the bids, it has been determined that WSO Grading & Excavating is the low bidder for the sum of the Base Bid with a total cost of \$292,101.15. Our engineers estimate for the sum of Base Bid was \$345,200.00.

Kapur has worked with WSO Grading & Excavating in the past and they completed the work in an acceptable manner. Therefore, we recommend that the Village of Fox Point award the Base Bid for the Barnett Ravine Storm Water Improvement project to WSO Grading & Excavating for the amount of \$292,101.15.

I have included a bid tabulation of all bidders and engineers estimate for your records. Should you have any comments or need additional information, please feel free to call me at (414) 751-7200.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Groh".

KAPUR
Aaron Groh, P.E.
Associate/Milwaukee Municipal Project Manager
Enclosure(s)



BARNETT RAVINE STORM WATER IMPROVEMENT PROJECT
Village of Fox Point, Wisconsin

BID OPENING: 9:30 a.m. on Thursday, June 3, 2021

A.	UNIT PRICE BASE BID			414-429-1002		920-565-6200			
ITEM #	ITEM	QTY.	UNIT	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
1-201.0105	Clearing	2	STA	\$ 32.00	\$ 64.00	\$ 9,500.00	\$ 19,000.00	\$ 6,000.00	\$ 12,000.00
2-201.0120	Clearing	30	ID	\$ 146.00	\$ 4,380.00	\$ 50.00	\$ 1,500.00	\$ 180.00	\$ 5,400.00
3-201.0120	Clearing – Undistributed	50	ID	\$ 146.00	\$ 7,300.00	\$ 50.00	\$ 2,500.00	\$ 180.00	\$ 9,000.00
4-204.0210	Removing Manholes	1	EACH	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00
5-204.0245	Removing Storm Sewer (12-Inch)	255	LF	\$ 29.00	\$ 7,395.00	\$ 50.00	\$ 12,750.00	\$ 90.00	\$ 22,950.00
6-205.0100	Excavation Common	120	CY	\$ 265.00	\$ 31,800.00	\$ 125.00	\$ 15,000.00	\$ 300.00	\$ 36,000.00
7-205.0100	Excavation Common – Undistributed	100	CY	\$ 265.00	\$ 26,500.00	\$ 80.00	\$ 8,000.00	\$ 300.00	\$ 30,000.00
8-209.1500	Backfill Granular Grade 1 – Undistributed	30	CY	\$ 105.00	\$ 3,150.00	\$ 95.00	\$ 2,850.00	\$ 80.00	\$ 2,400.00
9-416.0610	Drilled Tie Bars	75	LF	\$ 235.00	\$ 17,625.00	\$ 15.00	\$ 1,125.00	\$ 150.00	\$ 11,250.00
10-606.0100	Riprap Light	10	CY	\$ 225.00	\$ 2,250.00	\$ 300.00	\$ 3,000.00	\$ 250.00	\$ 2,500.00
11-606.0300	Riprap Heavy	125	CY	\$ 345.00	\$ 43,125.00	\$ 265.00	\$ 33,125.00	\$ 250.00	\$ 31,250.00
12-625.0100	Topsoil	610	SY	\$ 6.00	\$ 3,660.00	\$ 25.00	\$ 15,250.00	\$ 15.00	\$ 9,150.00
13-628.1504	Silt Fence	550	LF	\$ 7.50	\$ 4,125.00	\$ 6.00	\$ 3,300.00	\$ 6.00	\$ 3,300.00
14-628.2027	Erosion Mat Class II Type C	1,210	SY	\$ 3.75	\$ 4,537.50	\$ 11.00	\$ 13,310.00	\$ 15.00	\$ 18,150.00
15-628.7504	Temporary Ditch Checks – Sediment Logs	650	LF	\$ 19.00	\$ 12,350.00	\$ 15.00	\$ 9,750.00	\$ 15.00	\$ 9,750.00
16-629.0210	Fertilizer Type B	1	CWT	\$ 75.00	\$ 75.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
17-630.0175	Seeding Mixture No. 75	2	LB	\$ 75.00	\$ 150.00	\$ 950.00	\$ 1,900.00	\$ 250.00	\$ 500.00
18-630.0200	Seeding Temporary	4	LB	\$ 75.00	\$ 300.00	\$ 250.00	\$ 1,000.00	\$ 100.00	\$ 400.00
19-645.0120	Geotextile Fabric Type HR	335	SY	\$ 12.00	\$ 4,020.00	\$ 15.50	\$ 5,192.50	\$ 20.00	\$ 6,700.00
20-SPV.9400	12” HDPE Storm Pipe Directionally Drilled Special	215	LF	\$ 246.51	\$ 52,999.65	\$ 748.00	\$ 160,820.00	\$ 300.00	\$ 64,500.00
21-SPV.9500	12” Restrained-Joint Storm Pipe Special	180	LF	\$ 325.00	\$ 58,500.00	\$ 466.00	\$ 83,880.00	\$ 250.00	\$ 45,000.00
22-SPV.9700	36” Outlet Structure Special	1	EACH	\$ 6,500.00	\$ 6,500.00	\$ 3,500.00	\$ 3,500.00	\$ 20,000.00	\$ 20,000.00
23-632.0201	Shrubs (Hamamelis Virginiana, 10 gallon)	3	EACH	\$ 165.00	\$ 495.00	\$ 400.00	\$ 1,200.00	\$ 250.00	\$ 750.00
TOTAL BASE BID:					\$ 292,101.15		\$ 399,452.50		\$ 345,200.00
Submitted Bid Amount					\$ 292,101.50				



To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: June 3, 2021

Re: Recommendation for Acceptance of Proposal for Inspection Services for the 2021 Barnett Lane Ravine Stormwater Improvement Project

The 2021 Barnett Lane Ravine Stormwater Improvement Project includes the replacement of the storm sewer pipe leading from the upper part of the bluff down to Lake Michigan as well as the placement of rip rap along rills and gullies created by erosion along the bluff. This project was originally bid last June and the bids were nearly twice what was budgeted. Additionally, the contract documents at that time did not require placement of rip rap within the rills and gullies.

Last fall, due to the presence of the rills and gullies, a geotechnical investigation was performed. Based on the results of the geotechnical investigation and report, which was completed earlier this year, the contract documents were updated to reflect the recommendations within the geotechnical report. The work was then bid and a bid opening was held on Thursday, June 3, 2021.

Kapur & Associates performed the design services for the work to be performed. Therefore, I solicited a proposal from Kapur to perform both the construction inspection services and all of the necessary survey and as-built documentation. They submitted a proposal in an amount not to exceed \$39,951 that includes four weeks of full-time inspection and eight weeks of part time inspection. I find that the proposed fees are reasonable and, as a result, recommend that the Village Board accept the proposal of Kapur & Associates in an amount not to exceed \$39,951 to perform the work. It is my further recommendation that the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village.



June 3, 2021

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

RE: Proposed Contract for Professional Engineering Services
Barnett Ravine Storm Water Improvement Project

Dear Scott,

Kapur is pleased to submit this proposed contract to provide professional engineering services for the referenced project. The following contract includes time scheduled based upon early discussions with the low bid contractor for their anticipated construction schedule of 3-months of work.

SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT

- Preconstruction meeting
- Shop drawing approvals
- Administration and coordination
- Construction Staking
- Full time inspection for 1-month
- Part time inspection for 2-months
- Final walk thru
- Quantities and payment recommendations
- Project closeout

SCHEDULE

Time scheduled is based upon early discussions with the low bid contractor for their anticipated construction schedule of 3-months of work.

FEES AND BILLINGS

The professional fees for the work as described above and in the attached breakdown, are estimated to be \$39,951. The fees will be charged as time and materials not to exceed.

ACCEPTANCE

If this proposal is acceptable, please sign and date this original copy on Standard General Contract Terms and return it to our office.

Thank you for the opportunity to submit this proposed contract. We look forward to working with you on this project. Should you have any questions, or require further information, please call us at (414) 751-7200.

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

Article 1 Scope of Services

ENGINEER shall provide CLIENT with services in connection with the Project as described in Scope of Services. ENGINEER shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with the ENGINEER's service.

Unless otherwise specifically included in the proposal, ENGINEER's scope of services does not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of the land, air or water.

Article 2 Schedule of Services

ENGINEER shall start and complete work as set forth in the Scope of Services. ENGINEER shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of ENGINEER's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement.

Article 3 CLIENT's Responsibility

CLIENT shall do the following in a timely manner so as not to delay the service of ENGINEER:

3.1 Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints.

3.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the ENGINEER may use and rely upon in performing the services under this Agreement. Verification of the accuracy and completeness of any information provided by the CLIENT is beyond the scope of this agreement.

Article 4 Payment Terms

CLIENT agrees to pay all fees within 45 days of the date of the invoice. Balances due over 45 days will be assessed an interest rate of 1.5 % per month. CLIENT agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

CLIENT understands and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits or secure financing for the project.

Article 5 Term and Termination

ENGINEER's obligation to render services under this Agreement will extend for a period that may reasonably be required for the services to be provided, including extra work and required extensions. If CLIENT fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed or suspended by CLIENT for more than three months for reasons beyond ENGINEER's control, ENGINEER may, after giving seven days' written notice to CLIENT, suspend or terminate services under this Agreement.

If payment is not received within 45 days of the date of invoice, ENGINEER reserves the right, after giving seven days' written notice to CLIENT, to suspend services to the CLIENT or to terminate this Agreement. ENGINEER shall not be liable to CLIENT or any third parties for any damages caused by the suspension or termination of work for non-payment. CLIENT may terminate this Agreement for any reason or without cause upon 30 days' written notice to ENGINEER. If any work covered by this Agreement is suspended, terminated or abandoned for any reason other than ENGINEER'S breach of the Agreement, the CLIENT shall compensate the ENGINEER for

services rendered to the date of written notification of such suspension, termination or abandonment.

Article 6 Indemnity

CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent or intentional acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

Article 7 Ownership and Copyright of Documents

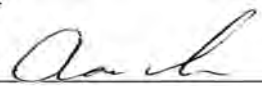
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional service for the purpose of purchasing or identifying property or constructing the project. Reuse or modification of any such documents by CLIENT, without ENGINEER's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages and expenses, including attorneys' fees, arising out of such use by CLIENT or by others acting through the CLIENT.

Article 8 Electronic Media

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic formats, or other types of information furnished by ENGINEER to CLIENT such as text, data or graphics, are only for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software applications packages, operating systems or computer hardware differing from those in use by ENGINEER at the beginning of this project.

ENGINEER

Kapur

By: 
Print: Aaron Groh
Title: Associate/Milwaukee Municipal Manager
Date: 6-3-21

The above and foregoing proposal is hereby accepted and ENGINEER is authorized to proceed with the work.

CLIENT

Village of Fox Point

By: _____ By: _____
Print: _____ Print: _____
Title: _____ Title: _____
Date: _____ Date: _____



**CONSTRUCTION MANAGEMENT SERVICES FOR
BARNETT RAVINE STORM WATER
IMPROVEMENT PROJECT
VILLAGE OF FOX POINT, WISCONSIN
JUNE 3, 2021**

TASK	Project Manager	Civil Project Engineer II	Civil Staff Engineer I	Engineering Tech / Designer II	Project Surveyor	One Man Survey Crew	Survey Technician I	Total Task Hours	Total Task Cost
	\$159.00	\$112.00	\$91.00	\$83.00	\$112.00	\$114.00	\$83.00		
PROJECT MANAGEMENT									
Preconstruction Meeting	2		2					4	\$500.00
Shop Drawing Reviews		4	8					12	\$1,176.00
Administration and Coordination	12							12	\$1,908.00
PROJECT MANAGEMENT SUBTOTAL	14	4	10	0	0	0	0	28	\$3,584.00
SURVEY									
Construction Staking					4	16	4	24	\$2,604.00
SURVEY SUBTOTAL	0	0	0	0	4	16	4	24	\$2,604.00
CONSTRUCTION MANAGEMENT									
Full Time Inspection (40 Hrs/Week for 1-Month)			160					160	\$14,560.00
Part Time Inspection (20 Hrs/Week for 2-Months)			160					160	\$14,560.00
Final Walk Thru	2		2					4	\$500.00
Quantity and Payment Recommendations	3		6					9	\$1,023.00
Project Closeout, Punch List, As-Built, GIS update	4		8		1	8	4	25	\$2,720.00
Mileage									\$400.00
CONSTRUCTION MANAGEMENT SUBTOTAL	9	0	336	0	1	8	4	358	\$33,763.00
TOTAL HOURS	23	4	346	0	5	24	8	410	
CM COST	\$3,657.00	\$448.00	\$31,486.00	\$0.00	\$560.00	\$2,736.00	\$664.00		\$39,951.00



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: May 25, 2021

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

The Village made improvements to Acacia Road in 2020 including the construction of 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 is contains the same conditions as prior maintenance agreements that have been reviewed and approved by the Village Attorney. Therefore, 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 East Acacia Road Bioretention

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 a dry stormwater pond connected to bioretention facility in the median of East Acacia Road, west of the intersection with Lake Drive, as shown in Exhibit A. The total bioswale area is 3,050 square feet. This green infrastructure will capture and hold stormwater in place to reduce the quantity and improve the quality of runoff. The green infrastructure has a total design detention capacity of 17,935 gallons. 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 June 30, 2031.

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 solely 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 H. Frazer
Village President

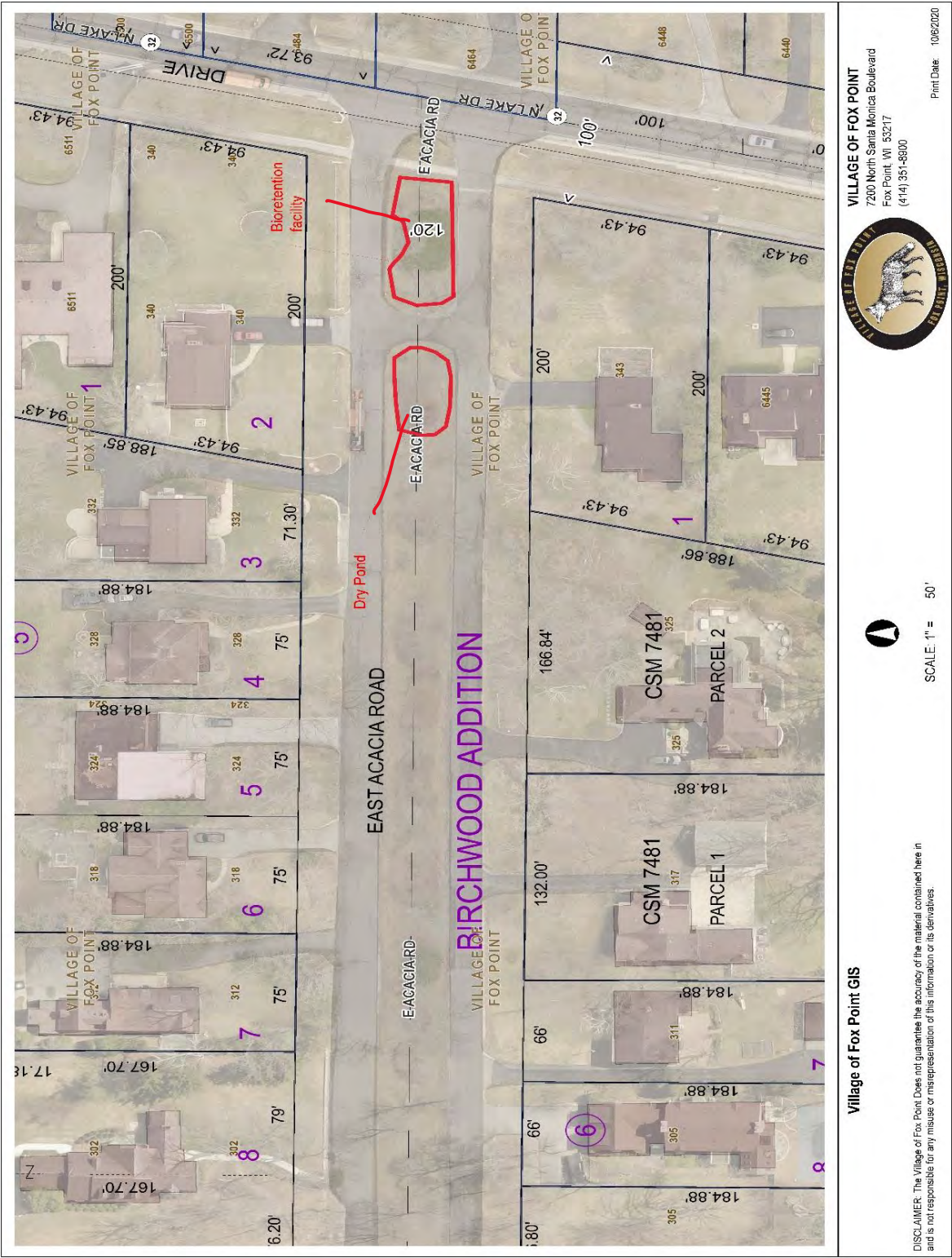
Date: _____

Date: _____

Approved as to Form

By: _____
Attorney for the District

Exhibit A
Green Infrastructure Location





VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: June 3, 2021

Re: Recommendation to Exercise Option to Extend Waste Management's Recycling and Disposal Services Contract

In 2016, Village staff solicited a request for proposal from qualified haulers and disposers to provide recycling services as well as yard waste and garbage disposal services. Of the companies that submitted proposals, Waste Management was selected to perform recycling services in the Village. The contract for their services began January 1, 2017 and extends until December 31, 2021. As part of the contract, DPW staff disposes yard waste and refuse at their facilities.

Based on discussions with the Village Board and given that the purchase of new refuse scooters was recently approved, the goal is to continue up the drive service in the community. Given the timing of the decisions, solicitation of proposals may not be prudent as most proposals would likely be received in September to afford companies the opportunity to gather data and develop their costs.

Rather, under the terms of the contract with Waste Management, the "Village has the option to renew the Contract for an additional one-year or two-year period." Under the contract, Waste Management is limited to a maximum two percent increase per year and, currently, the Village is paying \$9.25 per household per month for recycling collection (approximately \$22,200). That cost would increase to \$9.44 in 2022 and \$9.62 in 2023 or approximately \$22,600 per month and \$23,000 per month, respectively. This does not include the cost of yard waste or refuse disposal but those costs, as well, are limited to the maximum two percent increase. Currently, the Village pays \$18.49 per ton for yard waste disposal and \$36.98 per ton for refuse disposal.

It is my recommendation that the Village Board exercise the option to extend the contract with Waste Management two years and authorize the Village Director of Public Works to submit a letter to Waste Management informing them of the decision to exercise the option.

North Shore Water Commission

Sale of Property Associated with WisDOT I-43 Expansion Project

June 4, 2021

Eric Kiefer

The Wisconsin Department of Transportation (WisDOT) is purchasing properties to prepare for a project to expand I-43 and make other improvements in the vicinity of the Water Filtration Plant. During the design phase of this project, WisDOT determined that it would be necessary to purchase a strip of property along the west side of N. Jean Nicolet Rd. This spring WisDOT retained the services of Hicks Company Inc. to prepare an appraisal of said property.

Plant staff carefully reviewed the appraisal and the stakes that were placed during the property survey and determined that the sale of the property does not adversely impact the Commission.

The North Shore Water Commission (Commission) reviewed the appraisal and WisDOT's agreement for purchase of real estate at the April meeting. Attorney John Fuchs, who is representing the Commission, reviewed the matter and determined that the Commission is not authorized to approve the sale of real estate because the member utilities are the tenants in common. The governing bodies of each member municipality must approve the sale of property or authorize the Commission to approve the sale.

After that meeting, Whitefish Bay representatives reviewed the appraisal and determined that it would be appropriate to retain the services of a qualified firm to get an independent appraisal, as allowed by Wisconsin Statutes. Attorney Christopher Jaekels, who is representing the Village of Whitefish Bay, coordinated that effort. On June 3, 2021, the independent appraisal was finalized and WisDOT was duly notified. The original appraisal places the value of the property at \$58,900; the independent appraisal is at \$61,600.

Based on the latest appraisal, it appears that a sale price of \$61,600 is fair. I recommend that the member municipalities use the resolution prepared by Attorney John Fuchs to authorize the sale of property.

STATE OF WISCONSIN

CITY OF GLENDALE
VILLAGE OF FOX POINT
VILLAGE OF WHITEFISH BAY

MILWAUKEE COUNTY

A JOINT RESOLUTION AUTHORIZING THE SALE OF LAND

WHEREAS, The City of Glendale, and the Villages of Fox Point and Whitefish Bay are the joint owners/members of the North Shore Water Commission (hereinafter "Member Municipalities"), and

WHEREAS, the Member Municipalities jointly own the real estate commonly known as 400 West Bender Rd., and more particularly described on Exhibit A attached hereto and incorporated herein (hereinafter "The Property"), and

WHEREAS, The Property of the Member Municipalities is the premises upon which the North Shore Water Commission plant and facilities are constructed and operated, and

WHEREAS, the Wisconsin Department of Transportation desires to acquire that portion of The Property described and depicted on exhibit B attached hereto and incorporated herein (hereinafter "The Acquired Property"), and

WHEREAS the Department of Transportation has appraised the Acquired Property as having a total value of \$58,900 and the North Shore Water Commission has procured an appraisal indicating a total valuation of the Acquired Property in the sum of \$61,600., and

WHEREAS the respective legal counsel to the North Shore Water Commission and the Member Municipalities advise that the taking is for a legitimate purpose and a legal exercise of the power of eminent domain,

NOW THEREFORE BE IT RESOLVED that the Mayor and Common Council of the City of Glendale, and the Village Presidents and the Village Boards of the Villages of

Whitefish and Fox Point, individually and jointly authorize the sale of the Acquired Property to the Wisconsin Department of Transportation in the sum of \$61,600.

ADOPTED this ____ day of June, 2021.

Countersigned:

Bryan Kennedy, City of Glendale Mayor

Megan Humitz, City Clerk

Julie Siegel, Village President

Erin Granstrom, Village Clerk

Douglas H. Frazer, Village President

Kelly Meyer, Village Clerk

Exhibit A

Real Estate Identification

The subject property is located at 400 W. Bender Road, Glendale, Milwaukee County, Wisconsin 53217. The subject property is further identified by the tax parcel number 1638981001.

Legal Description

COM 66' E OF SW COR OF N 1/2 OF NE 1/4 SEC. 29-8-22; TH N 45° E 85° N 145' E 45.89'; N 586.73' TO S LI OF C & NW TRANS. CO. R.O.W. TH ELY 491.12' ALG SD R.O.W. TO A PT ON THE WLY R.O.W. LI OF THE NORTH-SOUTH FREEWAY TH SLY 450.90'; SWLY 206.15'; SLY 264.40' ALG THE SD WLY R.O.W. TO A PT IN THE S LI OF THE N 1/2 OF SD 1/4 SEC.; TH W 549.97' TO PT OF BEG. N

Exhibit B

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in the City of Glendale, Milwaukee County, State of Wisconsin, described as:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 29, Town 8 North, Range 22 East, described as follows:

Commencing at the North 1/4 Corner of said Section 29; thence South $89^{\circ}13'25''$ East along the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 29, 766.78 feet to the reference line of I-43 as shown on the right-of-way plat for State R/W Project 1229-04-22; thence South $02^{\circ}47'44''$ East along said reference line, 166.24 feet; thence continuing along said reference line, 225.71 feet along the arc of a curve to the right, having a radius of 3429.95 feet and a delta angle of $03^{\circ}26'13''$; thence continuing along said reference line South $00^{\circ}58'30''$ West, 790.74 feet; thence North $89^{\circ}01'30''$ West, 170.00 feet to the point of beginning on the westerly right-of-way line of N. Jean Nicolet Road; thence South $00^{\circ}58'30''$ West, 95.35 feet along said westerly right-of-way line to its intersection with the northerly right-of-way line of W. Bender Road; thence North $89^{\circ}11'29''$ West, 9.22 feet along said northerly right-of-way line; thence North $05^{\circ}03'33''$ East, 61.06 feet; thence North $09^{\circ}00'59''$ East, 34.82 feet to the point of beginning.

This portion contains **0.012 acres**, more or less.

Also, that part of the Northwest 1/4 of the Northeast 1/4 of Section 29, Town 8 North, Range 22 East, described as follows:

Commencing at the North 1/4 Corner of said Section 29; thence South $89^{\circ}13'25''$ East along the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 29, 766.78 feet to the reference line of I-43 as shown on the right-of-way plat for State R/W Project 1229-04-22; thence South $02^{\circ}47'44''$ East along said reference line, 166.24 feet; thence continuing along said reference line, 225.71 feet along the arc of a curve to the right, having a radius of 3429.95 feet and a delta angle of $03^{\circ}26'13''$; thence continuing along said reference line South $00^{\circ}58'30''$ West, 25.04 feet; thence North $89^{\circ}01'30''$ West, 120.00 feet to the intersection of the Westerly right-of-way line of N. Jean Nicolet Road and the Southerly right-of-way line of the Union Pacific Railroad, said intersection also being the point of beginning; thence South $00^{\circ}58'30''$ West, 453.55 feet along said Westerly right-of-way line; thence continuing along said Westerly right-of-way line, South $15^{\circ}00'42''$ West, 37.11 feet; thence North $00^{\circ}58'30''$ East, 486.30 feet to said Southerly right-of-way line; thence 9.57 feet along said Southerly right-of-way line and the arc of a curve to the left, having a radius of 3894.72 feet, a delta angle of $00^{\circ}08'27''$, and whose

chord bears North 71°05'03" East, 9.57 feet to the point of beginning.

This portion contains **0.097 acres**, more or less.

This parcel contains **0.109 acres**, more or less.

Also, a **Temporary Limited Easement** for the right to construct a driveway and for the right to cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land, in the City of Glendale, Milwaukee County, State of Wisconsin, described as:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 29, Town 8 North, Range 22 East, described as follows:

Commencing at the North 1/4 corner of said Section 29; thence South 89°13'25" East along the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 29, 766.78 feet to the reference line of I-43 as shown on the right-of-way plat for State R/W Project 1229-04-22; thence South 02°47'44" East along said reference line, 166.24 feet; thence continuing along said reference line, 225.71 feet along the arc of a curve to the right, having a radius of 3429.95 feet and a delta angle of 03°26'13"; thence continuing along said reference line, South 00°58'30" West, 790.74 feet; thence North 89°01'30" West, 170.00 feet to the point of beginning on the westerly right-of-way line of N. Jean Nicolet Road; thence South 09°00'59" West, 34.82 feet; thence South 05°03'33" West, 61.06 feet to the northerly right-of-way-line of W. Bender Road; thence North 89°11'29" West, 10.03 feet along said northerly right-of-way line, thence North 05°03'33" East, 62.14 feet; thence North 09°00'59" East, 105.94 feet to a point on the westerly right-of-way line of said N. Jean Nicolet Road, thence South 00°58'30" West along said westerly right-of-way line, 71.48 feet to the point of beginning.

This portion contains **0.030 acres**, more or less.

Also, that part of the Northwest 1/4 of the Northeast 1/4 of Section 29, Town 8 North, Range 22 East, described as follows:

Commencing at the North 1/4 Corner of said Section 29; thence South 89°13'25" East along the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 29, 766.78 feet to the reference line of I-43 as shown on the right-of-way plat for State R/W Project 1229-04-22; thence South 02°47'44" East along said reference line, 166.24 feet; thence continuing along said reference line, 225.71 feet along the arc of a curve to the right, having a radius of 3429.95 feet and a delta angle of 03°26'13"; thence continuing

along said reference line South 00°58'30" West, 25.04 feet; thence North 89°01'30" West, 120.00 feet to the intersection of the Westerly right-of-way line of N. Jean Nicolet Road and the Southerly right-of-way line of the Union Pacific Railroad; thence South 00°58'30" West, 453.55 feet along said Westerly right-of-way line; thence continuing along said Westerly right-of-way line, South 15°00'42" West, 37.11 feet to the point of beginning; thence continuing along said Westerly right-of-way line, South 15°00'42" West, 29.43 feet; thence North 01°52'25" East, 69.20 feet; thence North 89°01'30" West, 9.95 feet; thence North 00°58'30" East, 26.28 feet; thence North 69°32'27" East, 17.19 feet; thence South 00°58'30" West, 73.20 feet to the point of beginning.

This portion contains **0.019 acres**, more or less.

Also, that part of the Northwest 1/4 of the Northeast 1/4 of Section 29, Town 8 North, Range 22 East, described as follows:

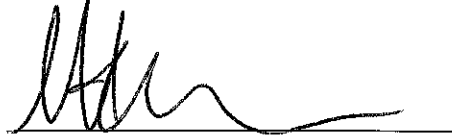
Commencing at the North 1/4 Corner of said Section 29; thence South 89°13'25" East along the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 29, 766.78 feet to the reference line of I-43 as shown on the right-of-way plat for State R/W Project 1229-04-22; thence South 02°47'44" East along said reference line, 166.24 feet; thence continuing along said reference line, 225.71 feet along the arc of a curve to the right, having a radius of 3429.95 feet and a delta angle of 03°26'13"; thence continuing along said reference line South 00°58'30" West, 25.04 feet; thence North 89°01'30" West, 120.00 feet to the intersection of the Westerly right-of-way line of N. Jean Nicolet Road and the Southerly right-of-way line of the Union Pacific Railroad; thence 9.57 feet along said Southerly right-of-way line and the arc of a curve to the right, having a radius of 3894.72 feet, a delta angle of 00°08'27", and whose chord bears South 71°05'03" West, 9.57 feet to the point of beginning; thence South 00°58'30" West, 71.39 feet; thence North 25°20'15" West, 67.72 feet to said Southerly right-of-way line; thence 31.86 feet along said Southerly right-of-way line and the arc of a curve to the left, having a radius of 3894.72 feet, a delta angle of 00°28'07", and whose chord bears North 71°23'21" East, 31.86 feet to the point of beginning.

This portion contains **0.025 acres**, more or less.

This parcel contains **0.074 acres**, more or less.

The above temporary limited easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

This is to certify that the attached is true and correct list of bills due for a period from May 1-31, 2021, in the total amount of \$344,802.46. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.



Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on June 8, 2021.

Douglas H. Frazer
Village President

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

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	JUNE 2021	LIFE INSURANCE	05/13/2021	807.70	05/13/2021
Total 10-21520 GROUP LIFE:					807.70	
10-21521 SUPPLEMENTAL PLANS						
18	SECURIAN FINANCIAL GROUP I	05/2021 76038	ACCIDENTAL	05/13/2021	39.54	05/13/2021
Total 10-21521 SUPPLEMENTAL PLANS:					39.54	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	MAY 2021	POLICE DUES	05/13/2021	450.00	05/13/2021
Total 10-21525 UNION DUES:					450.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0513212	Deferred Comp NORTH SHORE	05/12/2021	1,545.00	05/13/2021
375	NORTH SHORE BANK, FSB	PR0527212	Deferred Comp NORTH SHORE	05/26/2021	1,545.00	05/28/2021
814	GREAT-WEST TRUST COMPAN	PR0513211	Deferred Comp WI DEFER - PRE	05/12/2021	4,724.14	05/13/2021
814	GREAT-WEST TRUST COMPAN	PR0513211	Deferred Comp WI DEFER - RO	05/12/2021	602.31	05/13/2021
814	GREAT-WEST TRUST COMPAN	PR0527211	Deferred Comp WI DEFER - PRE	05/26/2021	4,735.14	05/28/2021
814	GREAT-WEST TRUST COMPAN	PR0527211	Deferred Comp WI DEFER - RO	05/26/2021	602.31	05/28/2021
101991	VANTAGEPOINT TRANSFER AG	PR0513211	Deferred Comp ICMA-PRETAX	05/12/2021	1,016.43	05/13/2021
101991	VANTAGEPOINT TRANSFER AG	PR0527211	Deferred Comp ICMA-PRETAX	05/26/2021	1,016.43	05/28/2021
Total 10-21530 DEFERRED COMPENSATION:					15,786.76	
10-44120 LIQUOR/TOBACCO LICENSES						
727	WI DEPT. OF JUSTICE	8IEMHYC	BARTENDERS	05/04/2021	21.00	05/07/2021
727	WI DEPT. OF JUSTICE	9bNatBu0	BARTENDERS	05/04/2021	42.00	05/07/2021
Total 10-44120 LIQUOR/TOBACCO LICENSES:					63.00	
10-44500 ESTATE SALES PERMIT						
1005	LAKE SHORE ESTATE SALES	1461 GOODRICH	1.055673	05/11/2021	50.00	05/13/2021
1005	LAKE SHORE ESTATE SALES	1461 GOODRICH	1.055674	05/11/2021	500.00	05/13/2021
Total 10-44500 ESTATE SALES PERMIT:					550.00	
10-44505 SIGN PERMIT - ESTATE SALES						
1005	LAKE SHORE ESTATE SALES	1.055749	DEPOSIT	05/25/2021	50.00	05/28/2021
Total 10-44505 SIGN PERMIT - ESTATE SALES:					50.00	
10-44510 CULVERT PERMIT						
1003	CHMIELEWSKI, LAURANCE	1.055482	REIMBURSE PERMITS	05/07/2021	75.00	05/07/2021
Total 10-44510 CULVERT PERMIT:					75.00	
10-44540 OTHER PERMIT						
1003	CHMIELEWSKI, LAURANCE	1.055482	REIMBURSE PERMITS	05/07/2021	400.00	05/07/2021
Total 10-44540 OTHER PERMIT:					400.00	
10-46710 PAVILION RENTALS						
504	BRUGMAN, CLIFFORD OR SAR	1.055927	REFUND PAVILLION	05/11/2021	50.00	05/13/2021

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Total 10-46710 PAVILION RENTALS:					50.00	
10-51100-322 TRAINING						
1004	KNIGHT, CATIE	MAY 2021 EXPENS	CLASS	05/07/2021	70.00	05/07/2021
Total 10-51100-322 TRAINING:					70.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	APRIL 2021	DRIVER SUR/JAIL FEE	05/05/2021	1,410.09	05/07/2021
552	WISCONSIN, STATE OF - COUR	APRIL 2021	APRIL	05/05/2021	3,343.50	05/07/2021
Total 10-51200-395 COUNTY COURT FEES:					4,753.59	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	5583	VLG ATTORNEY	05/13/2021	6,519.52	05/13/2021
Total 10-51300-218 VILLAGE ATTORNEY:					6,519.52	
10-51410-310 SUPPLIES/ MISC EXPENSES						
1766	CONFLUENCE GRAPHICS	73727	BUSINESS CARDS	05/13/2021	80.00	05/21/2021
Total 10-51410-310 SUPPLIES/ MISC EXPENSES:					80.00	
10-51410-321 PROFESSIONAL DUES/MEETINGS						
633	ICC	2021 DUES	MEMBERSHIP DUES	05/13/2021	350.00	05/13/2021
Total 10-51410-321 PROFESSIONAL DUES/MEETINGS:					350.00	
10-51420-310 SUPPLIES/EXPENSES						
5033	OFFICE DEPOT -US COMMUNIT	169040007001	37360205CLERK	05/06/2021	27.89	05/07/2021
5033	OFFICE DEPOT -US COMMUNIT	169042350001	37360205CLERK	05/06/2021	5.62	05/07/2021
Total 10-51420-310 SUPPLIES/EXPENSES:					33.51	
10-51440-310 SUPPLIES/EXPENSES						
325	MILWAUKEE COUNTY ELECT C	MCEC001133	SUPPLIES AND BALLOTS	05/17/2021	671.59	05/21/2021
5033	OFFICE DEPOT -US COMMUNIT	169040007001	37360205-ELECTIONS	05/06/2021	43.08	05/07/2021
Total 10-51440-310 SUPPLIES/EXPENSES:					714.67	
10-51520-213 VILLAGE AUDIT						
194	BAKER TILLY VIRCHOW KRAUS	BT1801944	PROGRESS BILLING	05/25/2021	3,100.00	05/28/2021
194	BAKER TILLY VIRCHOW KRAUS	BT1832628	AUDIT	05/27/2021	1,500.00	05/28/2021
Total 10-51520-213 VILLAGE AUDIT:					4,600.00	
10-51530-310 SUPPLIES/EXPENSES						
5895	MILW. JOURNAL SENTINAL (AD	0003855666	PUBICATIONS	05/25/2021	152.17	05/28/2021
Total 10-51530-310 SUPPLIES/EXPENSES:					152.17	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	QT1806652	MONTHLY COPIER	05/18/2021	231.00	05/21/2021
405	PITNEY BOWES INC.	3313508851	QUARTERLY FEES	05/25/2021	480.57	05/28/2021
477	TAYLOR COMPUTER SERVICES	21818	MANAGED SERVICES	05/01/2021	533.68	05/21/2021
789	DO IT NOW CLEANING LLC	268	MONTHLY CLEANING	05/01/2021	1,583.37	05/07/2021
789	DO IT NOW CLEANING LLC	278	MONTHLY CLEANING	05/25/2021	1,583.37	05/28/2021

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5778	OFFICE COPYING EQUIPMENT	AR140598	VLG HALL COPIES	05/19/2021	403.63	05/21/2021
Total 10-51600-210 CONTRACT SERVICES:					4,815.62	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	05/20/2021	0702787382-00002	05/25/2021	220.28	05/28/2021
Total 10-51600-220 GAS-HEAT:					220.28	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	05/20/2021	0702787382-00002	05/25/2021	1,030.02	05/28/2021
Total 10-51600-221 ELECTRIC UTILITIES:					1,030.02	
10-51600-222 TELEPHONE UTILITIES						
848	WINDSTREAM	73731347	ACCT #205607369	05/11/2021	163.40	05/13/2021
2691	CENTURYLINK-BUSINESS SVC.	222383667	87619173	05/11/2021	.42	05/13/2021
5312	AT & T- VILLAGE	04/22/2021	414 351-8900 758 7	05/10/2021	63.50	05/13/2021
Total 10-51600-222 TELEPHONE UTILITIES:					227.32	
10-51600-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	2/1-5/1/2021	129-9982-020	05/24/2021	779.05	05/28/2021
Total 10-51600-223 WATER/SEWER UTILITIES:					779.05	
10-51600-234 VILLAGE HALL MAINTENANCE						
892	SPECTRUM	05/08/2021	10404-060459401-5001	05/13/2021	8.76	05/21/2021
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					8.76	
10-51600-310 SUPPLIES/MISC EXPENSES						
5033	OFFICE DEPOT -US COMMUNIT	169040007001	37360205-VLG	05/06/2021	5.99	05/07/2021
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					5.99	
10-51700-156 UNEMPLOYMENT COMPENSATION						
181	UNEMPLOYMENT INSURANCE	000010779873	ACCOUNT 693002-000-8	05/13/2021	202.38	05/13/2021
Total 10-51700-156 UNEMPLOYMENT COMPENSATION:					202.38	
10-51700-510 INSURANCE						
1013	SPICER, ARLEN D	2021PAYOUT	RETIREMENT PAYOUT	05/25/2021	1,781.78	05/28/2021
Total 10-51700-510 INSURANCE:					1,781.78	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	17	HEALTH INSURANCE REIMBUR	05/01/2021	481.12	05/07/2021
435	RIES, DANIEL	33	HEALTH	05/01/2021	839.15	05/07/2021
548	WOJTANOWSKI, WILLIAM	1	MONTHLY DELTA VISION	05/01/2021	11.42	05/07/2021
638	KRIEFALL, DONALD A	61	HEALTH INSURANCE REIMBUR	05/01/2021	323.21	05/07/2021
Total 10-51700-511 GROUP HEALTH - RETIREES:					1,654.90	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	05/20/21	0702787382-00008	05/24/2021	518.76	05/28/2021

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Total 10-52100-220 GAS UTILITIES:					518.76	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	05/20/21	0702787382-00006	05/24/2021	1,624.50	05/28/2021
536	WE-ENERGIES	05/20/21	0702787382-00015	05/24/2021	27.31	05/28/2021
Total 10-52100-221 ELECTRIC UTILITIES:					1,651.81	
10-52100-222 TELEPHONE UTILITIES						
848	WINDSTREAM	73731347	ACCT #205607369	05/11/2021	102.12	05/13/2021
892	SPECTRUM	05012021OTA	10404038090401-6001	05/13/2021	17.51	05/13/2021
2136	VERIZON WIRELESS	9879095522	786223225-00001 POLICE	05/19/2021	417.17	05/21/2021
2691	CENTURYLINK-BUSINESS SVC.	222383667	87619173	05/11/2021	.41	05/13/2021
2973	TIME WARNER CABLE	70433001050121	070433001	05/07/2021	456.32	05/13/2021
5312	AT & T- VILLAGE	04/22/2021	414 351-8900 758 7	05/10/2021	39.69	05/13/2021
Total 10-52100-222 TELEPHONE UTILITIES:					1,033.22	
10-52100-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	2/1-5/1/2021	129-9982-030	05/24/2021	4,109.12	05/28/2021
Total 10-52100-223 WATER/SEWER UTILITIES:					4,109.12	
10-52100-233 EQUIPMENT MAINTENANCE						
4777	BATTERIES PLUS -	39348377	BATTERY	05/04/2021	25.95	05/07/2021
4777	BATTERIES PLUS -	P39614204	BATTERY	05/13/2021	21.95	05/13/2021
4777	BATTERIES PLUS -	P39805918	BATTERY	05/19/2021	25.95	05/21/2021
5645	CNA SURETY	69165025-2021	BLANKET NOTARY	05/04/2021	162.50	05/07/2021
5839	LEXISNEXIS	1246411-04302021	MONTHLY	05/07/2021	30.00	05/13/2021
102081	GOODYEAR AUTO SERVICE CE	338427	TIRES	05/19/2021	1,168.08	05/21/2021
Total 10-52100-233 EQUIPMENT MAINTENANCE:					1,434.43	
10-52100-322 TRAINING						
1163	FBINNA-WISCONSIN CHAPTER	2021CF	TRAINING	05/04/2021	110.00	05/07/2021
Total 10-52100-322 TRAINING:					110.00	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1500190	MORELLI	05/04/2021	125.94	05/07/2021
473	STREICHER'S	1500191	HANNA	05/04/2021	21.99	05/07/2021
473	STREICHER'S	1500723	HUBER	05/07/2021	122.39	05/13/2021
473	STREICHER'S	1502395	FREEDY	05/19/2021	51.99	05/21/2021
909	THE UNIFORM SHOPPE OF GR	310173	FREEDY	05/13/2021	480.85	05/13/2021
988	TOP PACK DEFENSE LLC	6102	BOOTS	05/13/2021	93.98	05/13/2021
Total 10-52100-330 CLOTHING ALLOWANCE:					897.14	
10-52100-335 SCHOOL EXPENSES						
2266	MATC- BUSINESS OFFICE	62243	INSERVICE	05/13/2021	101.52	05/13/2021
Total 10-52100-335 SCHOOL EXPENSES:					101.52	
10-52200-224 NORTH SHORE FIRE DEPARTMENT						
54	NORTH SHORE FIRE DEPARTM	202050	PANDEMIC EXPENSES	05/13/2021	12,954.37	05/13/2021

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Total 10-52200-224 NORTH SHORE FIRE DEPARTMENT:					12,954.37	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	04/29/21	0702787382-00001	05/05/2021	190.30	05/07/2021
536	WE-ENERGIES	05/05/2021	0702787382-00013	05/11/2021	17.74	05/13/2021
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					208.04	
10-53300-405 STREET MATERIALS						
5863	BLIFFERT LUMBER & FUEL CO.	2105-965065	POSTS	05/25/2021	741.30	05/28/2021
Total 10-53300-405 STREET MATERIALS:					741.30	
10-53300-480 GUARD RAIL MATERIALS						
5863	BLIFFERT LUMBER & FUEL CO.	2105-965065	POSTS	05/25/2021	741.30	05/28/2021
Total 10-53300-480 GUARD RAIL MATERIALS:					741.30	
10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS						
327	MENARD'S - MILWAUKEE	30517	PLATES	05/10/2021	13.58	05/13/2021
5033	OFFICE DEPOT -US COMMUNIT	171152853001	37360205 TONER	05/13/2021	178.47	05/13/2021
Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:					192.05	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	05/05/2021	0702787382-00016	05/11/2021	15.71	05/13/2021
536	WE-ENERGIES	05/05/2021	0702787382-00005	05/11/2021	15.71	05/13/2021
536	WE-ENERGIES	05/12/2021	0702787382-00014	05/20/2021	18.96	05/21/2021
536	WE-ENERGIES	5/10/21	0702787382-00003	05/13/2021	17.49	05/21/2021
Total 10-53400-221 BUS STOP-ELECTRIC:					67.87	
10-53641-400 MATERIALS						
4888	CARLIN SALES	3002164-010	SPURGE/SEED	05/03/2021	612.79	05/07/2021
Total 10-53641-400 MATERIALS:					612.79	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0061439-2286-9	YARDWASTE	05/11/2021	893.08	05/13/2021
1298	WASTE MANAGEMENT OF WI-M	0061560-2286-2	YARDWASTE	05/25/2021	902.31	05/28/2021
Total 10-53642-400 MATERIALS:					1,795.39	
10-53700-300 MISCELLANEOUS EXPENSE						
1074	MATHESON TRI-GAS, INC	51782917	ACETYLENE	05/24/2021	34.10	05/28/2021
1074	MATHESON TRI-GAS, INC	51799561	ACETYLENE	05/25/2021	33.00	05/28/2021
2241	ITU ABSORB TECH, INC	7681510	SHOP	05/10/2021	11.71	05/13/2021
2241	ITU ABSORB TECH, INC	7685621	SHOP	05/10/2021	11.71	05/13/2021
2241	ITU ABSORB TECH, INC	7690035	SHOP	05/25/2021	11.71	05/28/2021
2241	ITU ABSORB TECH, INC	7694136	SHOP	05/25/2021	11.71	05/28/2021
2241	ITU ABSORB TECH, INC	7698447	SHOP	05/24/2021	11.71	05/28/2021
Total 10-53700-300 MISCELLANEOUS EXPENSE:					125.65	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	841184	FUSES	05/10/2021	14.29	05/13/2021
43	AUTO PARTS & SERVICE	841258	TIE WRAP	05/10/2021	10.78	05/13/2021

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198	NAPA AUTO PARTS	5250700678	FILTER	05/10/2021	23.68	05/13/2021
327	MENARD'S - MILWAUKEE	30817	MISC	05/24/2021	33.00	05/28/2021
547	ROLAND MACHINERY	40097513	LUBE SPIN	05/10/2021	41.25	05/13/2021
631	FACTORY MOTOR PARTS	160100813	VALVE	05/25/2021	40.40	05/28/2021
665	LAKESIDE INTERNATIONAL TR	1335434P	FILTER	05/10/2021	124.33	05/13/2021
1132	BURRIS EQUIPMENT CO.	PS10053641	MISC	05/10/2021	148.95	05/13/2021
3259	HYQUIP, LLC- WAUKESHA	00460897	HOSE ASSEMB	05/10/2021	311.40	05/13/2021
4388	MILWAUKEE SPRING & ALIGNM	43201	PARTS	05/25/2021	3,260.68	05/28/2021
4389	BOBCAT PLUS, INC.	IB12526	HYDROLIC	05/24/2021	129.03	05/28/2021
5980	MILWAUKEE TRACTOR & EQUIP	IM00431	TUBE	05/10/2021	218.90	05/13/2021
Total 10-53700-341 REPAIR PARTS:					4,356.69	
10-53700-342 TIRES						
43	AUTO PARTS & SERVICE	841258	TIRE VALVE	05/10/2021	52.00	05/13/2021
Total 10-53700-342 TIRES:					52.00	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	842786	DEF	05/24/2021	62.94	05/28/2021
631	FACTORY MOTOR PARTS	160100013	DEF	05/24/2021	37.04	05/28/2021
631	FACTORY MOTOR PARTS	160100149	DEF	05/24/2021	37.04	05/28/2021
1337	HERBST OIL, INC	148	FUEL	05/10/2021	2,089.87	05/13/2021
1337	HERBST OIL, INC	89	FUEL	05/10/2021	1,875.15	05/13/2021
Total 10-53700-343 FUEL:					4,102.04	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	05/20/2021	0702787382-00002	05/25/2021	220.28	05/28/2021
Total 10-53800-220 GAS UTILITIES:					220.28	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	05/20/2021	0702787382-00002	05/25/2021	1,030.01	05/28/2021
Total 10-53800-221 ELECTRIC UTILITIES:					1,030.01	
10-53800-222 TELEPHONE UTILITIES						
848	WINDSTREAM	73731347	ACCT #205607369	05/11/2021	142.97	05/13/2021
5312	AT & T- VILLAGE	04/22/2021	414 351-8900 758 7	05/10/2021	55.57	05/13/2021
Total 10-53800-222 TELEPHONE UTILITIES:					198.54	
10-53800-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	2/1-5/1/2021	129-9982-020	05/24/2021	779.05	05/28/2021
Total 10-53800-223 WATER/SEWER UTILITIES:					779.05	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9878856633	787000169-00001	05/20/2021	210.60	05/21/2021
Total 10-53800-224 CELL PHONES:					210.60	
10-53800-300 MISCELLANEOUS EXPENSE						
479	DEVORKIN, MINDA	05192021	SOLOSTOVE	05/19/2021	63.29	05/21/2021
682	TECHMEIER, MARY ELIZABETH	04/15/21	MAILBOX REPAIR	05/07/2021	160.00	05/07/2021
1215	MONITORING SERVICES LLC	2774	7200 N SANTA MONIC	05/06/2021	300.00	05/07/2021
2241	ITU ABSORB TECH, INC	7681512	DPW	05/10/2021	27.23	05/13/2021

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2241	ITU ABSORB TECH, INC	7685823	DPW	05/10/2021	27.23	05/13/2021
2241	ITU ABSORB TECH, INC	7690037	TOWELS/MATS	05/25/2021	213.31	05/28/2021
2241	ITU ABSORB TECH, INC	7694138	DPW	05/24/2021	27.23	05/28/2021
2241	ITU ABSORB TECH, INC	7698449	DPW	05/24/2021	27.23	05/28/2021
Total 10-53800-300 MISCELLANEOUS EXPENSE:					845.52	
10-54100-215 CONTRACT - HEALTH						
619	MADACC	JAN-APRIL 2021	DOG/CAT LICENSE	05/10/2021	6.75	05/13/2021
Total 10-54100-215 CONTRACT - HEALTH:					6.75	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	05/05/2021	0702787382-00011	05/11/2021	267.66	05/13/2021
Total 10-55440-220 GAS UTILITIES:					267.66	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	05/05/2021	0702787382-00010	05/11/2021	115.43	05/13/2021
Total 10-55440-221 ELECTRIC UTILITIES:					115.43	
10-55440-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	2/1-5/1/2021	96-9961-001	05/24/2021	275.38	05/28/2021
186	FOX POINT, VILLAGE OF - W/U	2/1-5/1/2021	96-9961-000	05/24/2021	967.82	05/28/2021
Total 10-55440-223 WATER/SEWER UTILITIES:					1,243.20	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	80130	REQUESTS	05/03/2021	5,720.00	05/07/2021
Total 10-56100-125 FORESTRY CONSULTANT:					5,720.00	
10-56100-465 TREE MAINTENANCE						
1800	MENARD'S - GERMANTOWN	3469	CAGE	05/07/2021	47.94	05/13/2021
Total 10-56100-465 TREE MAINTENANCE:					47.94	
21-71000-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	N36132	MARKING PAINT	05/14/2021	115.76	05/21/2021
2260	PORT A JOHN	1326978IN	MONTHLY FEE	05/10/2021	106.00	05/13/2021
Total 21-71000-400 MATERIALS:					221.76	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	05/05/2021	0702767382-00004	05/11/2021	10.58	05/13/2021
Total 21-72000-220 GAS UTILITIES:					10.58	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	05/05/2021	0702787382-00007	05/11/2021	27.05	05/13/2021
536	WE-ENERGIES	05/05/2021	0702767382-00004	05/11/2021	115.98	05/13/2021
Total 21-72000-221 ELECTRIC UTILITIES:					143.03	
21-73000-310 SUPPLIES/EXPENSES						
415	PQSTMASTER	2/1/21-5/1/21	FEB-MAY WATERBILLS	05/28/2021	215.69	05/28/2021

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Total 21-73000-310 SUPPLIES/EXPENSES:					215.69	
21-73000-400 MATERIALS						
2136	VERIZON WIRELESS	9878856833	787000169-00001	05/20/2021	37.50	05/21/2021
Total 21-73000-400 MATERIALS:					37.50	
21-75000-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	5583	VLG ATTORNEY	05/13/2021	195.00	05/13/2021
Total 21-75000-210 CONTRACT SERVICES:					195.00	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
1247	VISU-SEWER, INC.	2 (2021)	SANITARY SEWER REHAB	05/24/2021	2,858.50	05/28/2021
102047	GLOBE CONTRACTORS, INC.	1	SANITARY	05/24/2021	36,410.00	05/28/2021
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					39,268.50	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6632789-2275-7	MONTHLY CONTRACT	05/11/2021	22,163.00	05/13/2021
Total 22-53650-210 CONTRACT SERVICES:					22,163.00	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	05/05/2021	0702787382-00012	05/11/2021	9.57	05/13/2021
Total 23-55420-220 GAS UTILITIES:					9.57	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	05/05/2021	0702787382-00012	05/11/2021	15.17	05/13/2021
Total 23-55420-221 ELECTRIC UTILITIES:					15.17	
23-55420-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	2/1-5/1/2021	129-9982-010	05/24/2021	1,650.42	05/28/2021
Total 23-55420-223 WATER/SEWER UTILITIES:					1,650.42	
23-55420-310 SUPPLIES/EXPENSES						
727	WI DEPT. OF JUSTICE	IBATBd24	BACKGROUND	05/04/2021	7.00	05/07/2021
727	WI DEPT. OF JUSTICE	QHibPLOv	BACKGROUND	05/19/2021	7.00	05/21/2021
3241	PPC COMMUNICATIONS	23337	ANNUAL SOFTWARE FEE	05/01/2021	720.00	05/13/2021
Total 23-55420-310 SUPPLIES/EXPENSES:					734.00	
23-55420-400 MATERIALS						
502	VILLAGE HARDWARE - VH	207742/1	POOL	05/27/2021	30.58	05/28/2021
502	VILLAGE HARDWARE - VH	207779/1	POOL SUPPLIES	05/27/2021	17.53	05/28/2021
502	VILLAGE HARDWARE - VH	207808/1	POOL	05/27/2021	4.66	05/28/2021
502	VILLAGE HARDWARE - VH	207812/1	POOL	05/27/2021	5.92	05/28/2021
502	VILLAGE HARDWARE - VH	207889/1	POOL	05/27/2021	29.67	05/28/2021
502	VILLAGE HARDWARE - VH	208149/1	POOL	05/27/2021	7.35	05/28/2021
502	VILLAGE HARDWARE - VH	31503	POOL SUPPLIES	05/26/2021	106.92	05/28/2021
752	EMC2 MECHANICAL SOLUTION	236E	REPAIRS	05/27/2021	1,430.00	05/28/2021
1007	HORIZON COMMERCIAL POOL	210510007-AC	POOL CHEMICALS	05/20/2021	357.37	05/21/2021
1800	MENARD'S - GERMANTOWN	4215	MISC POOL	05/20/2021	13.48	05/21/2021
4777	BATTERIES PLUS -	P40026591	HAL 10648	05/27/2021	150.00	05/28/2021

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5684	NORTH SHORE ENVIRONMENT	05272021	HEALTH DEPT POOL FEES	05/27/2021	522.00	05/28/2021
	Total 23-55420-400 MATERIALS:				2,675.48	
24-44440 BUILDING PLANS-FILING FEE						
1003	CHMIELEWSKI, LAURANCE	1.055482	REIMBURSE PERMITS	05/07/2021	75.00	05/07/2021
	Total 24-44440 BUILDING PLANS-FILING FEE:				75.00	
24-52400-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	5583	VLG ATTORNEY	05/13/2021	234.30	05/13/2021
	Total 24-52400-210 CONTRACT SERVICES:				234.30	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9878856633	787000169-00001	05/20/2021	35.00	05/21/2021
	Total 24-52400-224 CELL PHONES:				35.00	
25-53410-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	N36132	MARKING PAINT	05/14/2021	115.76	05/21/2021
	Total 25-53410-400 MATERIALS:				115.76	
25-53420-483 LANDSCAPING						
4888	CARLIN SALES	3002897	PENNMUNCH/STRAW/SEED	05/13/2021	352.26	05/21/2021
	Total 25-53420-483 LANDSCAPING:				352.26	
25-53800-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	5583	VLG ATTORNEY	05/13/2021	30.00	05/13/2021
2136	VERIZON WIRELESS	9878856633	787000169-00001	05/20/2021	30.00	05/21/2021
	Total 25-53800-210 CONTRACT SERVICES:				60.00	
25-55410-310 SUPPLIES/EXPENSES						
415	POSTMASTER	2/1/21-5/1/21	FEB-MAY WATERBILLS	05/28/2021	215.69	05/28/2021
	Total 25-55410-310 SUPPLIES/EXPENSES:				215.69	
25-91500-800 WPDES COMPLIANCE PROGRAM						
39	RUEKERT MIELKE, INC.	136385	STORM MANAGEMENT	05/20/2021	1,577.50	05/21/2021
	Total 25-91500-800 WPDES COMPLIANCE PROGRAM:				1,577.50	
25-91500-801 VEHICLES & EQUIPMENT						
1179	MILWAUKEE RUBBER PRODUC	0098379IN	MISC	05/24/2021	114.59	05/28/2021
	Total 25-91500-801 VEHICLES & EQUIPMENT:				114.59	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
102047	GLOBE CONTRACTORS, INC.	1	SANITARY	05/24/2021	20,305.00	05/28/2021
	Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:				20,305.00	
30-58100-620 INTEREST						
61	BAYSIDE, VILLAGE OF	4687	DEBT SERVICE	05/13/2021	2,352.50	05/13/2021

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Total 30-58100-620 INTEREST:					2,352.50	
40-91100-803 BOARD ROOM IMPROVEMENTS						
1001	PROFESSIONAL AUDIO DESIGN	4510	BOARDROOM	05/06/2021	30,369.77	05/06/2021
Total 40-91100-803 BOARD ROOM IMPROVEMENTS:					30,369.77	
40-91100-807 COMPUTERS						
477	TAYLOR COMPUTER SERVICES	21757	SERVER/EQUIPMENT	05/01/2021	14,000.00	05/13/2021
Total 40-91100-807 COMPUTERS:					14,000.00	
40-91200-804 COMPUTER SYSTEM						
477	TAYLOR COMPUTER SERVICES	21757	SERVER/EQUIPMENT	05/01/2021	2,963.95	05/13/2021
Total 40-91200-804 COMPUTER SYSTEM:					2,963.95	
40-91200-821 FIREARMS						
473	STREICHER'S	1501798	PISTOL	05/07/2021	601.46	05/13/2021
Total 40-91200-821 FIREARMS:					601.46	
40-91500-801 STREET RESURFACING						
327	MENARD'S - MILWAUKEE	29609	CONCRETE	05/11/2021	352.45	05/13/2021
1073	WI DEPT. OF TRANSPORTATIO	39522250003	DESIGN	05/24/2021	1,360.90	05/28/2021
Total 40-91500-801 STREET RESURFACING:					1,713.35	
40-91600-800 STORMWATER ROAD PROJECT						
849	WOOD SEWER & EXCAVATING,	3	2020 UTILITY IMPROVEMENT	05/24/2021	12,731.35	05/28/2021
Total 40-91600-800 STORMWATER ROAD PROJECT:					12,731.35	
40-91600-830 SIGN REPLACEMENT						
1800	MENARD'S - GERMANTOWN	3469	POST	05/07/2021	206.77	05/13/2021
Total 40-91600-830 SIGN REPLACEMENT:					206.77	
40-91600-833 TREE REPLACEMENT						
280	LIESENER SOILS INC.	0191558	SOIL	05/06/2021	1,360.00	05/07/2021
327	MENARD'S - MILWAUKEE	30823	POST	05/13/2021	179.80	05/21/2021
4591	VERMEER-WISCONSIN, INC.	20242520	STUMP CUTTER	05/11/2021	3,200.00	05/13/2021
4888	CARLIN SALES	3002897	PENNMUNCH/STRAW/SEED	05/13/2021	352.27	05/21/2021
5933	WACHTEL TREE SCIENCE & SE	80129	EAB	05/03/2021	3,120.00	05/07/2021
Total 40-91600-833 TREE REPLACEMENT:					8,212.07	
40-91600-849 BEACH DRIVE-SHORELINE EROSION						
535	MUNICIPAL LAW & LITIGATION	5583	VLG ATTORNEY	05/13/2021	1,160.50	05/13/2021
Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION:					1,160.50	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMM	61	MONTHLY	05/01/2021	20,946.20	05/07/2021
Total 50-81000-601 SOURCE OF WATER SUPPLY:					20,946.20	

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50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	772	MONTHLY MANAGEMENT FEE	05/06/2021	6,184.50	05/07/2021
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					6,184.50	
50-81000-651 MAINTENANCE OF MAINS						
281	LINCOLN CONTRACTORS SUP	N35669	BRAKE TOOL	05/12/2021	229.00	05/21/2021
281	LINCOLN CONTRACTORS SUP	N36132	MARKING PAINT	05/14/2021	115.76	05/21/2021
474	CORE & MAIN LP	O099171	CURB STOP	05/01/2021	2,004.00	05/21/2021
1304	MIDAMERICAN TECHNOLOGY, I	15059	REPAIR	05/10/2021	604.00	05/21/2021
2241	ITU ABSORB TECH, INC	7681511	WATER DEPT	05/10/2021	8.47	05/13/2021
2241	ITU ABSORB TECH, INC	7685822	WATER DEPT	05/10/2021	8.47	05/13/2021
2241	ITU ABSORB TECH, INC	7690036	WATER	05/25/2021	46.67	05/28/2021
2241	ITU ABSORB TECH, INC	7694137	WATER DEPT	05/24/2021	8.47	05/28/2021
2241	ITU ABSORB TECH, INC	7698448	WATER DEPT	05/25/2021	8.47	05/28/2021
4888	CARLIN SALES	3002897	PENNMUNCH/STRAW/SEED	05/13/2021	352.27	05/21/2021
Total 50-81000-651 MAINTENANCE OF MAINS:					3,385.58	
50-81000-655 MAINTENANCE OF OTHER PLANT						
502	VILLAGE HARDWARE - VH	207485/1	MISC HARDWARE	05/04/2021	6.99	05/21/2021
Total 50-81000-655 MAINTENANCE OF OTHER PLANT:					6.99	
50-81000-800 CAPITAL OUTLAY						
849	WOOD SEWER & EXCAVATING,	3	2020 UTILITY IMPROVEMENT	05/24/2021	23,123.65	05/28/2021
Total 50-81000-800 CAPITAL OUTLAY:					23,123.65	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	02/09/21 IT IMPRO	IT IMPROVEMENTS	05/07/2021	933.54	05/07/2021
378	NORTH SHORE WATER COMMI	02/09/21 RES UPG	RESERVOIR UPGRADE	05/07/2021	573.73	05/07/2021
378	NORTH SHORE WATER COMMI	02/09/21 RESEVIO	RESERVOIR UPGRADE	05/07/2021	51.33	05/07/2021
378	NORTH SHORE WATER COMMI	05/12/21 FILTER	FILTER UPGRADE	05/13/2021	1,840.14	05/13/2021
378	NORTH SHORE WATER COMMI	05/12/21 IT IMPRO	IT IMPROVEMENTS	05/13/2021	782.14	05/13/2021
378	NORTH SHORE WATER COMMI	05/12/21 RESERVI	RESERVOIR UPGRADE	05/13/2021	24,526.00	05/13/2021
378	NORTH SHORE WATER COMMI	05/12/21 VIDEO	VIDEO SURVEILLANCE	05/13/2021	684.50	05/13/2021
378	NORTH SHORE WATER COMMI	5/12/21 RESERVOI	RESERVOIR UPGRADE	05/13/2021	109.68	05/13/2021
Total 50-81000-844 NSWC CAPITAL PROJECTS:					29,501.06	
50-81000-903 SUPPLIES AND EXPENSE						
5033	OFFICE DEPOT -US COMMUNIT	16806069301	37360205-WATER	05/06/2021	65.94	05/07/2021
Total 50-81000-903 SUPPLIES AND EXPENSE:					65.94	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
415	POSTMASTER	2/1/21-5/1/21	FEB-MAY WATERBILLS	05/28/2021	215.69	05/28/2021
2136	VERIZON WIRELESS	9878856633	787000169-00001	05/20/2021	37.50	05/21/2021
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					253.19	
50-81000-928 REGULATORY COMMISSION EXPENSE						
175	PUBLIC SERVICE COMM. OF WI	2104-I-02090	ASSESSMENT	05/27/2021	1,130.60	05/28/2021
Total 50-81000-928 REGULATORY COMMISSION EXPENSE:					1,130.60	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
50-81000-930 MISC GENERAL EXPENSE						
2385	WISCONSIN RURAL WATER AS	W2018	MEMBERSHIP RENEWAL	05/06/2021	45.00	05/07/2021
Total 50-81000-930 MISC GENERAL EXPENSE:					45.00	
70-12100 TAXES RECEIVABLES						
808	MIDLAND MANAGEMENT, LLC	24715	TAXES OVERPAYMENT	05/19/2021	1,584.04	05/21/2021
1002	LANDUSKY, JUDITH A	24647	OVERPAYMENT	05/03/2021	730.35	05/07/2021
1010	LEVY, DOUGLAS OR PATRICIA	24751 5/20/21	OVERPAYMENT	05/25/2021	346.81	05/28/2021
Total 70-12100 TAXES RECEIVABLES:					2,661.20	
Grand Totals:					344,802.46	

Date Approved: _____

Village Manager: _____

Village Board: _____

Municipal Court

The Fox Point Municipal Court is held bimonthly in Padway Hall at the Fox Point Police Department. The Court Clerk is responsible for the daily operation of the Municipal Court, which includes scheduling cases, processing all adjudicated cases, recording the case dispositions, and submitting reports to the Wisconsin Department of Transportation and the Milwaukee County Clerk of Courts.

A Fox Point police officer is assigned as the Court Liaison Officer for each session and he or she is responsible for the safe and orderly operation of the Municipal Court while the court is in session. In addition to providing security, the liaison officer is also responsible for collecting fines and issuing payment reminders.

In 2019, the Municipal Court processed one thousand eight-two (1082) cases.

- Traffic citations accounted for nine hundred twelve (912) cases,
- Municipal ordinance citations accounted for one hundred sixty-six (166) of the cases, and
- Parking citations accounted for four (4) of the cases.

A total of three hundred eighty-nine (389) defendants failed to appear in court or pay the fine and were found guilty by default. These defendants were notified they were found guilty by default were given a date to reappear.

The Fox Point Municipal Court issued eleven (11) Municipal warrants and commitments. When the defendant is arrested on the warrant, they may be required to fulfill the warrant requirement by being housed in the Milwaukee County House of Corrections.

The driving privileges of twenty-five (25) defendants were suspended for failing to pay their forfeitures.

There were eighteen (18) requests for motions or trials before the court, five (5) of which took place.

Five (5) court cases were accepted as transfers from other jurisdictions and one (1) case was transferred out to another court.

The total forfeitures received \$103,056.11 and \$1,493.00 was collected in administrative & warrant fees for a grand total of \$104,549.11.

The Fox Point Municipal Court participates in the Tax Intercept Program through the Wisconsin Department of Revenue (WDOR). Wisconsin State Statute permits the WDOR to set off taxpayer refunds and other refundable credits against unpaid fines and forfeitures. Fox Point began participating in the program in 1998. In 2019, \$2,403.24 was collected through the program.

Since the inception, Fox Point has collected \$87,787.16 through the Tax Intercept Program.

In 2017, the Fox Point Municipal Court started to submit unpaid debts owed to the Village to the State Debt Collection program (SDC), in lieu of suspending person(s) driver's licenses. The first payment was received on February 1, 2018. The Fox Point Municipal Court collected a total of \$31,660.68 in 2019 from this program. Of the total collected in 2019, \$717.25 was collected to off-set jail fees imposed to the Village.

Since the start of the SDC program the Village has collected a total of \$46,707.79.

FOX POINT MUNICIPAL COURT

Due to the COVID-19 pandemic, two pre-trial court dates were cancelled. Modified court proceedings were held, with strict safety protocols, starting on June 2 after the court received approval of their safety plan from the North Shore Health Department and the First Judicial District Chief Judge.

939 cases were processed

- 797 Traffic Citations
- 140 Municipal Ordinance Citations
- 2 Parking Citations

353 defendants failed to appear in court

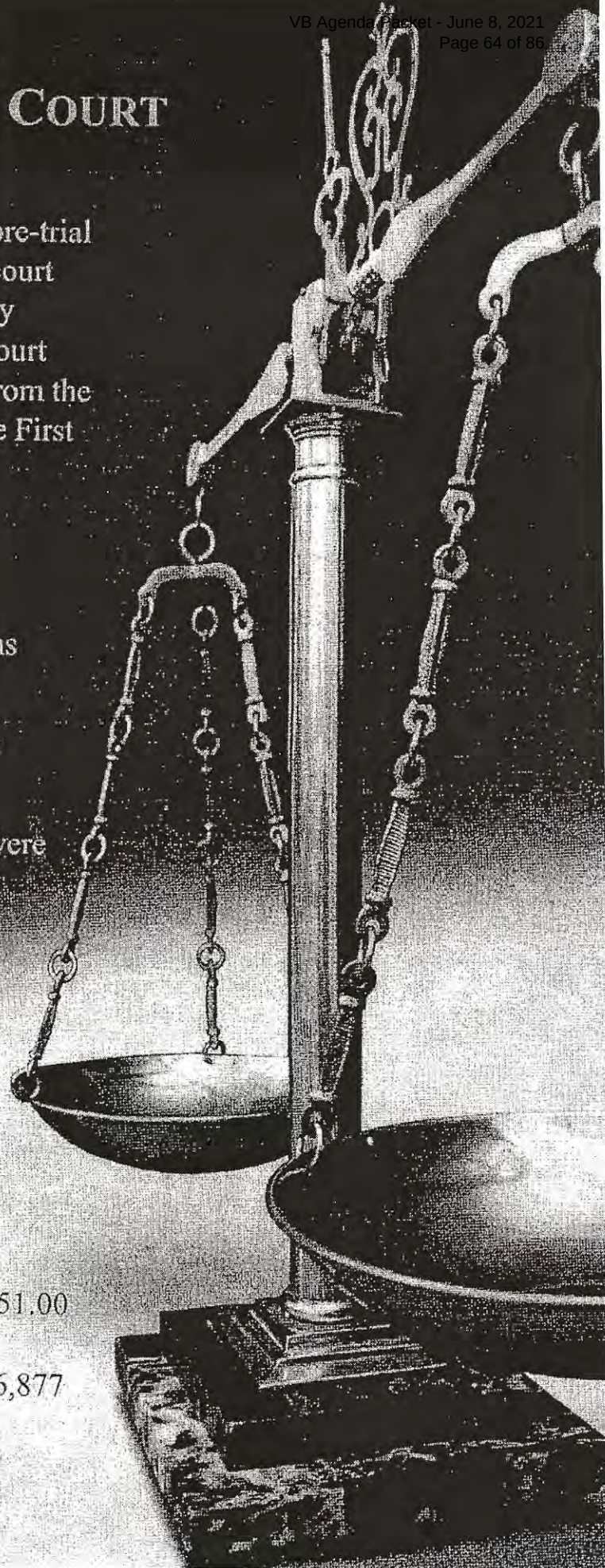
- 14 Municipal warrants issued
- 15 defendants driving privileges were suspended for failing to pay their forfeiture

Court Case Transfers:

- Three cases transferred in from other jurisdictions
- Two cases transferred out

Total Forfeitures Collected

- \$89,381 in currency
- Tax Intercept Program collected \$51.00
 - Since 1998 \$87,838
- State Debt Collection Program \$26,877
 - Since 2017 \$73,585.20





To: Village Board
From: Scott A. Botcher, Village Manager *SAB*
cc: Eric Larson
Date: June 1, 2021
Re: Plowing of Private Streets

As this issue was brought up last year, I wanted to bring it up again this year in a more timely fashion if for no other reason so the citizens impacted can find alternative service providers should the Village Board change existing policy.

Currently the Village plows private "streets" as it does public ones and does so without any agreement in place nor compensation for the service.

It appears that, even setting aside for a moment the subsidy provided by the Village, that such an arrangement may not be entirely legal.

I have included both a FAQ from the League as well as some brief correspondence from Mr Larson.

As this has been a long term a policy decision of and by the Village Board, staff would appreciate your guidance on this matter.

Thank you.



Powers of Municipalities FAQ 12

May a municipality plow snow from and spread salt on private roads, driveways, and parking lots?

Yes, subject to several important conditions.

A fairly substantial body of law exists addressing whether municipalities may plow snow from private property. Wis. Stat. sec. 86.105 expressly authorizes municipal governing bodies to enter into contracts to remove snow from private roads and driveways. However, there is also an attorney general opinion, 67 Op. Att'y Gen. 304 (1978), interpreting the extent of municipal authority under 86.105, and a relevant Wisconsin Supreme Court decision invalidating a previously existing closely related statute, *Heimerl v. Ozaukee County*, 256 Wis. 151, 40 N.W.2d 564 (1949).

A review of this body of law strongly supports the conclusion that a municipality may, pursuant to sec. 86.105 and its statutory home rule powers, enter into a contract for plowing and salting private roads, driveways and parking lots only if the following circumstances and conditions are in place:

- such work is necessary to provide ingress and egress to the public highway from the private property;
- the contract sets forth a fee schedule for the work to be performed and requires prepayment of the fee; and
- there are no private persons in the municipality willing and capable of performing such work.

(rev. 1/14)

Here is a statutory citation and Attorney General annotation, to give the flavor of the legal aspect of the issue:

86.105 Snow removal in private driveways. The governing body of any county, town, city or village may enter into contracts to remove snow from private roads and driveways.

This section must be construed narrowly. Plowing of private parking lots is not authorized. Only in exceptional circumstances would plowing private driveways be permissible, 67 Atty. Gen. 304.

There are likely more issues involved than the foregoing contemplates, of course. I'm happy to participate in the discussion, research or drafting a memorandum as needed, just let me know.

Eric J. Larson

Municipal LAW

& L I T I G A T I O N G R O U P

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Wisconsin Court of Appeals Upholds Municipal Snowplowing Against Public Purpose Doctrine Challenge

 Jeffrey A. Mandell  Vanessa D. Wishart

★ Jul 11, 2017

The Town of Argonne is a small community in northern Wisconsin, near Michigan's upper peninsula. For more than 60 years, the Town has removed snow from residents' private driveways upon request. The Town handled snow removal pursuant to contracts, funding the work through fees paid for the service and not through tax revenues. The Town's road-crew employees performed the contracted snow removal work, which brought in more fee revenue than the work cost to perform. The Town did not provide snow removal services for private roads or parking lots. In 2014, the Town adopted a resolution enunciating this longstanding policy. *Id.*

In 2015, three local residents engaged in the business of snow plowing brought a declaratory judgment action seeking to invalidate the Town's resolution. The plaintiffs alleged that the Town's snow plowing work served no public purpose because private companies were available to do such work. Generally speaking, no local government may legislate on a matter

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that does not serve a public purpose. See *Town of Beloit v. County of Rock*, 2003 WI 8, ¶121, 259 Wis. 2d 37, 657 N.W.2d 344. Both the plaintiffs and the Town moved for summary judgment.

The circuit court granted the plaintiffs' motion. The court acknowledged that Wis. Stat. § 86.105 specifically authorizes municipalities to contract for snow removal from private driveways. And it recognized that the Town did not rely on tax revenue for removing snow from private driveways. Nonetheless, the court agreed with plaintiffs' argument that, because private entities were available to provide snow plowing services, the Town's contracts to do so served no public purpose and were therefore not authorized by law.

The court of appeals disagreed. The court explained that under the public purpose doctrine, public funds can be expended only for public purposes. *Samz v. Town of Argonne*, No. 2015AP267 (Wis. Ct. App. April 11, 2017) (per curiam), ¶17. A court is not to overrule the determination of what constitutes a public purpose unless that determination is "manifestly arbitrary or unreasonable." *Id.* (quoted source omitted). The court concluded that the Town's determination that there was a public purpose in contracting for snow removal from private driveways was neither arbitrary nor unreasonable, citing numerous examples of how such plowing benefited the public. *Id.*, ¶18. The court also distinguished the Town's resolution from actions invalidated in prior court decisions, because, in this case, the Town did not rely on taxpayer funding to conduct the challenged service. *Id.*, ¶¶9-10.

Importantly, the court explicitly rejected the plaintiffs' argument that no public benefit can exist where a private entity could provide the same services the municipality is undertaking. *Id.*, ¶12. The court cited prior case law rejecting this broad proposition, and explained that such a holding would put courts in the unworkable position of determining whether there were sufficient private services available to obviate a public purpose. *Id.*, ¶¶12-14. While this case was decided per curiam—without one judge acknowledging authorship of the opinion—and therefore lacks precedential value under Wis. Stat. §809.23(3), the decision pulls together a number of prior decisions and clearly asserts that the public purpose doctrine is not defeated any time a municipality engages in services that a private entity could alternatively provide.

Filed Under: [Appellate Practice and Municipal Law](#)

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Plowing Private Roads

Does a municipality have to continue doing this if it has been plowing a private road for a certain number of years? No... this is not true and never has been true.

Plowing or otherwise maintaining private roads at public expense is a violation of the Maine Constitution's "public purpose" clause, which requires that public funds be expended only for public purposes (see Opinion of the Justices, 560 A.2d 552 (Me. 1989)). There is no statute, case law or legal theory to support the claim that plowing a private road for any period of time somehow obligates a municipality to continue doing so despite the law. Nor does a history of plowing a private road in some way "grandfather" or permit a municipality to continue the practice. The source of this misunderstanding is likely the doctrine of prescriptive use, by which a municipality may acquire a public easement over a private road by continuously using it for at least 20 consecutive years. But two crucial points: First, a prescriptive easement does not exist unless and until suit has been filed and a court declares it so. Second, a prescriptive easement cannot arise where the municipality's use has been with the owner's consent, which is virtually always the case with public plowing of private roads. Also, even if a court were to declare that a prescriptive easement exists, this would not require public plowing, it would merely permit it.

Another myth about plowing private roads is that if emergency vehicles such as fire and rescue cannot gain access to persons or property due to snowbound roads, the municipality can be held liable. This of course is nonsense. Municipalities have no legal duty to ensure access to private roads. Those who live on private roads but neglect to maintain them do so at their own risk. For more on why plowing private roads is both illegal and inadvisable from a liability standpoint, see "Plowing Private Roads & Driveways Revisited," Maine Townsman, Legal Notes, November 2003. (By R.P.F.)

Adapted from MMA's "Legal Notes", December 2015



Powers of Municipalities FAQ 12

May a municipality plow snow from and spread salt on private roads, driveways, and parking lots?

Yes, subject to several important conditions.

A fairly substantial body of law exists addressing whether municipalities may plow snow from private property. Wis. Stat. sec. 86.105 expressly authorizes municipal governing bodies to enter into contracts to remove snow from private roads and driveways. However, there is also an attorney general opinion, 67 Op. Att'y Gen. 304 (1978), interpreting the extent of municipal authority under 86.105, and a relevant Wisconsin Supreme Court decision invalidating a previously existing closely related statute, *Heimerl v. Ozaukee County*, 256 Wis. 151, 40 N.W.2d 564 (1949).

A review of this body of law strongly supports the conclusion that a municipality may, pursuant to sec. 86.105 and its statutory home rule powers, enter into a contract for plowing and salting private roads, driveways and parking lots only if the following circumstances and conditions are in place:

- such work is necessary to provide ingress and egress to the public highway from the private property;
- the contract sets forth a fee schedule for the work to be performed and requires prepayment of the fee; and
- there are no private persons in the municipality willing and capable of performing such work.

(rev. 1/14)

FYI:

86.105 Snow removal in private driveways. The governing body of any county, town, city or village may enter into contracts to remove snow from private roads and driveways.

This section must be construed narrowly. Plowing of private parking lots is not authorized. Only in exceptional circumstances would plowing private driveways be permissible. 67 Atty. Gen. 304.

Scott Botcher
May 5 2021



To: Village Board
From: Scott A. Botcher, Village Manager *SAB*
cc:
Date: June 1, 2021
Re: ARPA Funds

At the request of President Frazer, I am providing a brief synopsis on the Village's ARPA Funds and potential uses.

As you probably know, municipalities were granted American Rescue Plan Act (ARPA) funds by the Federal Government. As of this writing, Fox Point is expected to receive approximately \$650,000.

I have enclosed a copy of a Wisconsin DOR fact sheet about the program.

In our case, utilization of the funds appears limited. (We have until December 31, 2024 to have the funds spent or committed, per most current interpretation.)

I have participated in numerous calls on this topic and all of them are consistent with the information sheet included here. Upon review, our uses of the funds appear to be largely limited to investments in water or sewer infrastructure. (Stormwater was strangely excluded.)

As a brief review, it appears that bullet points 1 and 2 may not apply to us, as it might be difficult to show negative economic impacts given the FY 2020 audit results. I am not interested in premium pay or transfer of funds to other agencies.

As you know, I have supported investment in the base infrastructure of the Village, and water and /or sewer are certainly that. As we complete municipal budgeting and capital planning, I anticipate that I will reduce the borrowing requirements by \$650,000 for a project in either 2023 or 2024. At this point, I am unable to tell you which.

Finally, as of last week, the State of Wisconsin had yet to received their allocation; further, DOR has stated it could take of to a month for them to disperse the funds to us.

Thank you.

State of Wisconsin
Department of Revenue

Reminders for Use of American Rescue Plan Act – Local Fiscal Recovery Funds

May 5, 2021

To: Municipal and County Clerks, Treasurers and Heads of Government

As local governments plan to receive American Rescue Plan Act – Local Fiscal Recovery Funds (LFRF), the Wisconsin Department of Revenue (DOR) would like to provide the following guidance. Local governments are expected to receive LFRF during 2021 and 2022 and will have until December 31, 2024 to spend the funds.

Allowable Uses

Local governments *can* use LFRF to cover the following costs incurred prior to December 31, 2024:

- Respond to the coronavirus (COVID-19) pandemic or its negative economic impacts – including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality
- Replace revenues lost as a result of the public health emergency caused by the COVID-19 pandemic, for the purposes of providing government services – relative to revenues collected in the most recent full fiscal year prior to the emergency
- Make necessary investments in water, sewer, or broadband infrastructure
- Provide premium pay of up to \$13 per hour per worker in addition to a worker's usual wage or remuneration (up to \$25,000 in total for any single worker) for workers employed by the local government who perform essential work during the COVID-19 pandemic, or to provide grants to eligible employers that have eligible workers who perform essential work. The term "eligible workers" is defined as those workers needed to maintain continuity of operations of essential critical infrastructure sectors, as well as additional sectors designated by the chief executive officer of a local government as critical to protect the health and well-being of residents of the local government.
- Transfer funds to private nonprofit organizations or public benefit corporations involved in the transportation of passengers or cargo, or special-purpose units of state or local governments
- Transfer funds to the state where the local government is located

Not Allowed

Local governments *cannot* use LFRF to:

- Deposit into any pension fund

Note: The U.S. Department of the Treasury will provide additional guidance on allowable uses of LFRF and reporting requirements, and may also require repayment of LFRF if a local government fails to comply with the allowable uses. Until this additional guidance is provided, DOR cannot answer specific questions on the information above.

Impact to Shared Revenue

- Receipt of LFRF and subsequent expenditures will have no impact to County and Municipal Aid, Utility Aid, Exempt Computer Aid, Personal Property Aid and Video Service Provider Aid
- Receipt of LFRF and subsequent expenditures may impact municipalities (with a local tax rate exceeding five mills) that are eligible to file for the Expenditure Restraint Program (ERP)
- ERP – requires municipalities to restrict the percentage increase of their general fund budget expenditures year-to-year
- To avoid negatively impacting your ERP qualification – if LFRF are being used for a specific purpose, allocate and expend the funds from a special revenue fund
- **Note:** If the funds are allocated and expended within your general fund budget, it will be considered for ERP and subject to your allowable percentage increase

Impact to Levy Limits

- Each year, the starting point of your levy limit calculation is your prior year's actual property tax levy
- Regarding levy limits, consider the following as your local government plans to use LFRF:
 - If your local government uses LFRF to fund expenses typically funded by property tax levy, it may result in a reduced property tax levy. Subsequently, your property tax levy limit will be reduced in the following year.
 - If your local government uses LFRF to pay off its general obligation debt, it may result in property tax levy fluctuations
 - If your local government implements additional operations resulting in ongoing expenses (beyond December 31, 2024) – your local government will need to identify an ongoing revenue source to fund the additional operations (ex: increase in property tax levy)
- **Note:** A county/municipality may increase its levy limit via referendum. A town, with a population less than 3,000, may increase its levy limit via special resolution.

Impact to Tax Incremental Finance

- Receipt of LFRF and subsequent expenditures will not impact the value of a tax incremental district (TID)
- As the tax increment is based on property tax levies of the taxing jurisdictions within it, the tax increment may be reduced if the taxing jurisdiction's property tax levies are reduced

- A municipality may use LFRF to pay TID costs, if for an allowable use (described above) and specified in the TID's project plan
- If LFRF is used for TID costs, report LFRF as "Other revenue" and in the appropriate "Expenditures" category on the 2021 TID Annual Report (PE-300) submitted to DOR in 2022
- See the DOR common questions for additional information: [TIF – Project Costs](#) and [TIF – Municipal Expenditures and Debt](#) (see #9)
- A municipality needs to terminate a TID when no project costs remain. A TID can be terminated earlier than its maximum life. The municipality must return any excess TIF increment to the overlying taxation districts.
- See DOR's [TIF website](#) for more information

Reminder – See prior DOR communications regarding LFRF on our Municipal and County Official News [web page](#) – including our April 21, 2021 email on [LFRF Pre-Award Requirements](#).

We hope you find this information helpful. The federal government will continue to provide updates on the Treasury [website](#). DOR will continue to share this information as timely as possible.

If you have questions, contact us at DORLocalRecoveryFunds@wisconsin.gov.

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2020 Financial Highlights Presented to the Village of Fox Point

Presented by:
Wendi M. Unger, CPA, Partner

Audit Results

- **Audit Objective**
 - The objective of our audit was to express our opinion on the financial statements of the Village of Fox Point as December 31, 2020.
- **Our Opinion**
 - An unmodified audit opinion has been issued on the financial statements for the fiscal year ending December 31, 2020.
 - The financial statements are fairly presented in accordance with generally accepted accounting principles.
 - All appropriate disclosures have been properly reflected in the financial statements.
- **Management's Discussion and Analysis**

Summary Financial Information

Results of Operations

	General Fund	Capital Projects Fund	Debt Service Fund	Nonmajor Funds
Revenues and other sources	\$ 7,410,566	\$ 2,409,925	\$ 1,650,085	\$ 596,310
Expenditures and other uses	<u>6,956,062</u>	<u>1,798,879</u>	<u>1,566,547</u>	<u>567,074</u>
Excess (deficiency)	454,504	611,046	83,538	29,236
Fund balance				
Beginning of year	<u>3,167,020</u>	<u>562,701</u>	<u>197,834</u>	<u>57,533</u>
End of year	<u>\$ 3,621,524</u>	<u>\$ 1,173,747</u>	<u>\$ 281,372</u>	<u>\$ 86,769</u>
Fund Balance consist of:				
Nonspendable	\$ 86,398	\$ -	\$ -	\$ -
Restricted	-	1,173,747	281,372	-
Committed	-	-	-	86,769
Unassigned	<u>3,535,126</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>\$ 3,621,524</u>	<u>\$ 1,173,747</u>	<u>\$ 281,372</u>	<u>\$ 86,769</u>

Summary Financial Information (cont.)

Results of Operations

	Water Utility	Sewer Utility	Storm Water
Revenues & capital contributions	\$ 1,513,139	\$ 1,093,010	\$ 1,432,735
Expenses & transfers	<u>1,295,721</u>	<u>856,258</u>	<u>607,474</u>
Change in net position	217,418	236,752	825,261
Net Position			
Beginning of year	<u>9,451,573</u>	<u>6,128,077</u>	<u>2,617,020</u>
End of year	<u>\$ 9,668,991</u>	<u>\$ 6,364,829</u>	<u>\$ 3,442,281</u>

Other Information

- **Total long-term obligations outstanding at December 31, 2020**
 - \$13,438,175 of governmental activities debt
 - \$2,366,093 of business-type activities debt
- **Debt capacity**
 - Ability to borrow up to 5% of equalized value (\$62,687,790), total general obligation debt outstanding at December 31, 2020 was \$13,245,000.

Required Communication

- **Communication to those charged with governance and management**
 - Material weakness identified
 - Other comments and recommendations
 - Informational points
 - Two way communication regarding your audit
 - Required communication to those charged with governance

Conclusion and Questions

It is a pleasure to serve you. While we work with the Village's management and staff in reviewing the financial data and preparing the financial statements, our contract is with the Board and our responsibility is to report to the Board. Accordingly, if any Board member has any questions or comments concerning our audit, the financial statements, any of the reports presented, or anything else covered, please contact me at 414.777.5423 or wendi.unger@bakertilly.com.

**STATE OF WISCONSIN
MILWAUKEE COUNTY**

**Village of Fox Point
Ordinance _____**

**ORDINANCE TO ADOPT A COMPREHENSIVE PLAN
AMENDMENT FOR THE VILLAGE OF FOX POINT
PURSUANT TO APPLICABLE WISCONSIN STATUTES**

WHEREAS, the Village of Fox Point has by ordinance established a Plan Commission for the Village of Fox Point pursuant to Sections 61.35 and 62.23, Wisconsin Statutes; and

WHEREAS, the Village Board adopted a Land Use Plan of the Village of Fox Point, also known as the Comprehensive Plan in 2009, pursuant to Sections 62.23(1), (2) and (3), and Section 66.1001 of the Wisconsin Statutes; and

WHEREAS, Section 62.23(2) and (3) of the Wisconsin Statutes provide that it is the duty of the Plan Commission to adopt a master plan for the physical development of the Village of Fox Point which, together with the accompanying maps, plats, charts, and descriptive and explanatory matter, shall show the Plan Commission's recommendations for such physical development; and

WHEREAS, Section 62.23(3)(a) of the Wisconsin Statutes provides that the master plan shall be made "with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development"; and

WHEREAS, in 1999, the Wisconsin Legislature enacted a comprehensive planning law, which is set forth in Section 66.1001 of the Wisconsin Statutes, that requires that master plans (which are referred to under Section 66.1001 as "comprehensive" plans; referred to herein as "comprehensive master plan") be completed and adopted by local governing bodies in order for a town, county, Village, or village to enforce its zoning, subdivision, or official mapping ordinances; and

WHEREAS, Section 66.1001(2) of the Wisconsin Statutes sets forth specific requirements affecting the contents and procedures for adoption of a comprehensive master plan under Section 62.23(2) or (3) of the Wisconsin Statutes; and

WHEREAS, as of January 1, 2010, Sections 62.23(3)(b) and 66.1001(3) of the Wisconsin Statutes require, in part, that Villages engaging in any of the following actions take such actions in accordance with their comprehensive master plan:

- Official mapping established or amended under Section 62.23(6) of the Wisconsin Statutes;
- Local subdivision regulation under Section 236.45 or 236.46 of the Wisconsin Statutes;
- Zoning ordinances and shoreland zoning ordinances enacted or amended under Section 61.35, 62.23(7) and 61.351 of the Wisconsin Statutes and other laws; and

WHEREAS, the Village of Fox Point intends to continue to engage in the foregoing activities and, therefore, desires to have a comprehensive master plan that fully complies with Sections 62.23 and 66.1001 of the Wisconsin Statutes; and

WHEREAS, the adopted Village of Fox Point Comprehensive Plan contemplates regular and periodic review and amendment, to allow the plan to remain current and vital to the community; and

WHEREAS, the Village of Fox Point engaged the services of Vierbicher, a planning and engineering firm, to serve as consultant and assist in the preparation of a comprehensive master plan amendment for the Village of Fox Point; and

WHEREAS, the Village Board adopted written procedures designed to foster public participation in every stage of the preparation of amendments to the comprehensive master plan for the Village of Fox Point, which included provisions for wide distribution of the proposed elements of the Comprehensive Plan, and provided an opportunity for oral and written comments to be received from the public and for the Village of Fox Point to respond to such comments; and such procedures have been followed in consideration of this matter; and

WHEREAS, a Comprehensive Plan Special Committee was formed to consider appropriate revisions to the comprehensive plan in March of 2019 and the Comprehensive Plan Special Committee completed its work and offered its recommendations to the Village Plan Commission.

WHEREAS, the Plan Commission closely considered the recommendation of the Comprehensive Plan Special Committee, and made additional revisions, and on or about April 5, 2021 recommended the Comprehensive Plan amendment attached hereto and incorporated herein by reference as Exhibit A, which complies with the requirements of Sections 62.23 and 66.1001 of the Wisconsin Statutes, to the Village Board, by Resolution adopted by a majority vote of the entire Plan Commission of the Village of Fox Point; and

WHEREAS, on or about May 11, 2021 the Village Board held a public hearing to consider public comments regarding adoption of the amendment to the Comprehensive

Plan, following due notice being provided in compliance with the requirements of Wisconsin Statutes Sections 66.1001(4)(b), 66.1001(4)(c), 66.1001(4)(d), 66.1001(4)(e) and 66.1001(4)(f); and

WHEREAS, pursuant to the public participation plan adopted by the Village Board, the Village Board has allowed public comments to be submitted in writing prior to the public hearing; and

WHEREAS, the Village Board for the Village of Fox Point, having carefully reviewed the recommendation of the Village of Fox Point Plan Commission, having considered all public comments received, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, including consideration of the plan components related to issues and opportunities, housing, transportation, utilities and community facilities, agricultural, natural and cultural resources, economic development, intergovernmental cooperation, land use, and implementation, has determined that the comprehensive plan will serve the general purposes of guiding and accomplishing a coordinated, adjusted and harmonious development of the Village of Fox Point which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development.

NOW, THEREFORE, the Village Board of the Village of Fox Point, by a majority vote of the members-elect of the Village Board do hereby ordain as follows:

Section 1. The Village of Fox Point Comprehensive Plan is amended as follows: The Comprehensive Plan is revised to include up-to-date text, graphics, maps, issues and opportunities, and goals and recommendations as set out in the Comprehensive Plan, attached hereto as Exhibit A, and incorporated herein by reference.

Section 2. Filing. The Village Clerk is directed to provide a copy of this ordinance and a copy of the Village of Fox Point Comprehensive Plan that is hereby adopted to the persons and entities described in Wisconsin Statutes Section 66.1001(4)(b), as required by Wisconsin Statutes Section 66.1001(4)(c).

Section 3. Severability. The several sections and portions of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

Section 4. Effective date. This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

ADOPTED THIS _____ day of _____, 2021.

BY THE VILLAGE BOARD,
VILLAGE OF FOX POINT

Douglas Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

Published and/or posted this ____ day of _____, 2021.