

**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
JULY 13, 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 consideration and action regarding a chicken permit at 8329 N Santa Monica Blvd, as required by Section 579-17.5

4. Public Hearings

a. 2022 Community Development Block Grant (CDBG) program project list

The Village Board will hear comments and input regarding the 2022 Community Development Block Grant (CDBG) program project list.
[Page 1]

b. Conditional Use Permit for Milwaukee Guitar Collective, 6928 N Santa Monica Blvd, Fox Point

The Village Board will hear comments and input regarding a Conditional Use Permit for Milwaukee Guitar collective located at 6928 N Santa Monica Blvd, Fox Point.

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 June 8, 2021 Village Board meeting.
[Pages 2-6]

b. Approve the minutes of the June 17, 2021 Special Village Board meeting.
[Page 7]

c. Authorize the submittal of a Community Development Block Grant application for the reimbursement of lease costs for the LX Club, a community based senior group.

d. Grant a Conditional Use Permit to applicant Milwaukee Guitar Collective, 6928 N Santa Monica Blvd, and authorize the Village President and Village Clerk Treasurer to sign the Conditional Use Order.
[Pages 8-10]

e. Approve Change Order No. 2 from Kapur & Associates in the amount of \$8,958 for additional design services for the 2021 Road and Utility Reconstruction Project and authorize the Village President and Village Clerk/Treasurer to sign the change order pursuant to the Director of Public Works' memorandum dated July 7, 2021.
[Pages 11-13]

f. Approve Change Order No. 1 from MSA in the amount of \$6,325 to obtain geotechnical borings for the Beach Drive Coastal Resiliency Project and authorize the Village President and Village Clerk/Treasurer to sign the change order pursuant to the Director of Public Works' memorandum dated July 7, 2021.
[Pages 14-18]

g. Approve Change Order No. 1 from All-Ways Contractors in the amount of \$66,415 for the private property service lateral rehabilitation on the 2021 Road and Utility Reconstruction Project and authorize the Village President and Village Clerk/Treasurer to sign the change order pursuant to the Director of Public Works' memorandum dated July 7, 2021.
[Pages 19-20]

h. Accept the bid of CutNGo, LLC in an amount not to exceed \$20,000 for the removal of diseased elm trees and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Village Forester's memorandum dated July 7, 2021.
[Pages 21-24]

i. Accept the base bid of Underground Pipeline, Inc. in the amount of \$269,125 as well as Alternate Bid Nos. 1, 2 and 3 for the 2021 private property lateral rehabilitation project and authorize the Village President and Village Clerk/Treasurer to sign the contract pursuant to the Director of Public Works' memorandum dated July 8, 2021.
[Pages 25-28]

- j. Accept the proposal of Kapur & Associates in an amount not to exceed \$29,916 for inspection services for the 2021 private property lateral rehabilitation project and authorize the Village President and Village Clerk/Treasurer to sign the contract pursuant to the Director of Public Works' memorandum dated July 8, 2021.
[Pages 29-31]
- k. Approve payment of the bills in the amount of \$427,401.98 for the period June 1, 2021 through June 30, 2021 per the report submitted by the Village Manager.
[Pages 32-43]

6. Unfinished Business

a. Snow Plowing Village of Fox Point Private Streets

The Village Board will hear and may consider and act on the possible options with regard to Village of Fox Point private streets snow plowing policy

[Pages 44-54]

b. Ordinance to Create Section 19-32 D. Entitled "Hybrid Meetings" And Section 19-32 E. Entitled "Virtual Meetings" Related to the Hybrid and Virtual Meeting Models of the Village of Fox Point Village Board Commissions and Committees

The Village Board will consider and may act on the Ordinance to Create Section 19-32 D. Entitled "Hybrid Meetings" and Section 19-32 E. Entitled "Virtual Meetings" Related to the Hybrid and Virtual Meeting Models of the Village of Fox Point Village Board Commissions and Committees.

[Pages 55-58]

7. New Business

a. Consideration of "Resolution Awarding the Sale of \$3,175,000 General Obligation Promissory Notes, Series 2021".

Following Presentation by Justin Fischer of Robert W. Baird, the Village Board will consider and may act on the "Resolution Awarding the Sale of \$3,175,000 General Obligation Promissory Notes".

[Pages 59-84]

b. Non-Residential Garbage and Recycling Collection

The Village Board will discuss and may act on establishing Village policies with regard to non-residential garbage and recycling collection.

c. Consideration and Possible Action to Approve Temporary Construction Easements and Utility Easements to Pave Portions of East Goodrich Lane.

The Village Board will consider and may act to accept temporary construction easements and utility easements concerning paving and utility work to be conducted on East Goodrich Lane.

[Pages 85-133]

d. Consideration and Possible Action to Adopt a Preliminary Special Assessment Resolution Concerning Public Works Improvements on Portions of East Goodrich Lane.

The Village Board will consider and may act to adopt a Preliminary Special Assessment Resolution concerning certain paving and utility work to be conducted on East Goodrich Lane.

[Pages 134-136]

e. Review of 2022-2026 Capital Plan

The Village Manager and Staff will review the Village's 2022-2026, five-year, long-range Capital Plan and the Village Board may move to accept the plan.
[Pages 137-172]

8. Future Agenda Items

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

9. Announcements

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

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

10. Closed Session

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

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

11. Reconvene and Possible Action on Closed Session Items

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

12. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING:

AUGUST 10, 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."



To: Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SAB*
Date: July 7, 2021
Re: Public Hearing – 2022 Community Development Block Grant (CDBG)
Program Project List – Public Input

At the June 8, 2021, Village Board meeting, the Village Board scheduled a public hearing for the July 13, 2021 Village Board meeting to make a determination on the proposed projects for the 2022 CDBG program.

One recurring request is received from the LX Club. Eligible costs under the CDBG program include the reimbursement of lease expenses for eligible entities. The LX Club, as an eligible entity, is eligible to receive up to \$6,000 as reimbursement for lease expenses. As the Village of Fox Point reimburses the LX Club for their lease expenses, the Village is the appropriate entity to submit an application to Milwaukee County for these costs. Therefore, it is my recommendation that the Village Board authorize the Director of Public Works to submit the appropriate application materials to the Milwaukee County Department of Community Development for reimbursement of lease expenses for the LX Club for the 2022 fiscal year in the maximum amount of \$6,000.

VILLAGE OF FOX POINT
VILLAGE BOARD MEETING AND PUBLIC HEARING MINUTES
June 8, 2021

A meeting and public hearings of the Fox Point Village Board were held virtually via telephonic and video conferencing on Tuesday, June 8, 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

President Frazer noted a quorum was present.

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.

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

Committee Reports – Plan Commission

President Frazer gave a brief synopsis to the public and Village Board regarding Plan Commission's meeting held on June 7, 2021; no business took place and no action was taken due to lack of a quorum.

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 open the public hearing at 7:02 p.m., regarding the Fox Point 2021 Amended Comprehensive.

President Frazer opened it up for comment; 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 at 7:04 p.m. regarding the Fox Point 2021 Amended Comprehensive Plan.

Consent Agenda

- a. Approve the minutes of the May 11, 2021 Village Board meeting.
- b. Confirm President Frazer's list of appointments to various Boards, Committees, and Commissions.

VILLAGE OF FOX POINT
VILLAGE BOARD MEETING AND PUBLIC HEARING MINUTES
June 8, 2021

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- 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - l. Approval of a Joint Resolution approving the sale of Land by the North Shore Water Commission
 - 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.

106 President Frazer requested the removal of item 5e, due to Plan Commission’s lack of a quorum;
107 Trustee Ollman requested the removal of Item 5h.

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VILLAGE OF FOX POINT
VILLAGE BOARD MEETING AND PUBLIC HEARING MINUTES
June 8, 2021

Motion made by President Frazer, seconded by Trustee Kravit, and carried as modified by roll call vote (7-0), to approve the consent agenda, absent items 5e and 5h.

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 (5e)

President Frazer commented there will be no action on item 5e due to lack of quorum at the Plan Commission meeting on June 7, 2021.

Accept the bid of WSO Grading & Excavating in the amount of \$292,101.15 for the 2021 Barnett Lane Stormwater Improvement Project (5h)

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0) the Village Board accept the bid of WSO Grading & Excavating in the amount stated in agenda item 5h and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated June 3, 2021, as reflected in pages 27 through 29 of the agenda packets.

Municipal Judge Scott Wales municipal court update

Municipal Judge Scott Wales provided a municipal court update and answered questions from the Village Board members; Judge Wales invited the community to attend court to observe the process.

Presentation of FY 2020 Audit by Wendi Unger (Baker Tilly Partner)

Without objection and by unanimous consent of the Village Board, the presentation of FY 2020 Audit by Baker Tilly Partner Wendi Unger was moved up from agenda item 6e, and placed under agenda item 6a.

Baker Tilly Partner Wendi Unger gave a presentation to the Village Board regarding the Village of Fox Point 2020 audit.

Motion made by President Frazer, seconded by Trustee Symchych, and carried by roll call vote (7-0); the Village Board accept the Fiscal Year 2020 Audit in final format.

Snow Plowing Village of Fox Point Private Streets

Village Attorney Eric Larson gave background regarding the snow plowing of Fox Point private streets. The Board discussed and considered options with regard to snow plowing Village of Fox Point private streets. An approximate 35 homes would be impacted dependent upon the change of policy.

By consensus and without objection, the Board directed staff to return shortly to the Board at an upcoming meeting with options and recommendations concerning the question of plowing private roads.

Wisconsin Department of Revenue American Rescue Plan Act (ARPA) fund report

Village Manager Scott Botcher gave a report on the funds expected to be delivered to the Village through the Wisconsin Department of Revenue American Rescue Plan Act (ARPA) and the potential uses of those funds. Village Manager Scott Botcher's recommendation is to invest in the infrastructure of the village – water and/or sewer.

Future Methodologies by Village Board Meetings

VILLAGE OF FOX POINT
VILLAGE BOARD MEETING AND PUBLIC HEARING MINUTES

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June 8, 2021

President Frazer noted the new audio/visual capabilities are greatly enhanced with the recent installation of new equipment. Methods discussed were hybrid (zoom/in-person), zoom, or in-person.

Village Attorney Eric Larson stated for clarification that the village is still under a declaration of emergency.

President Frazer stated without objection and by consensus the Board would like to move forward with a hybrid model. Per Village Attorney Eric Larson's recommendation, the Board directs the Village Attorney and Staff to present to the Board an ordinance that would implement a hybrid model.

Ordinance to adopt a Comprehensive Plan Amendment Pursuant to Applicable Wisconsin Statutes

Melissa Hunt of Vierbicher gave a brief synopsis and overview.

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to adopt a Comprehensive Plan Amendment pursuant to applicable Wisconsin Statutes, as reflected on 83 through 86 of agenda packet.

Future Agenda Items – None

Announcements

Trustee Fonstad

Trustee Fonstad announced tomorrow at 5:00 p.m. the Sprecher traveling beer garden will arrive at Doctors Park.

Trustee Symchych

No announcements.

Trustee Sumner

Trustee Sumner announced she will be welcoming the Sprecher traveling beer garden tomorrow for the beer garden's two week visit from June 9 through June 27 at Doctor's Park.

Trustee Kravit

No announcements.

Trustee Ollman

No announcements.

Trustee Knight

No announcements.

Village President Frazer

President Frazer announced his gratitude to both Trustee Fonstad and Citizen Member Terry Rindt for their participation, time and commitment on the North Shore Library Board. He welcomed Sandra Grady and Trustee Knight to the North Shore Library Board for the new term.

President Frazer announced that the Weed Commissioner has selected KateLynn Harrigan as the 2021 Ms. Invasive Species. KateLynn has two young daughters who will serve as her "court." KateLynn and her court will be conveyed in a convertible with license plate Weed One in the Village of Fox Point July 4th parade.

Village Manager Scott Botcher

VILLAGE OF FOX POINT
VILLAGE BOARD MEETING AND PUBLIC HEARING MINUTES

Village Board Agenda Pckt-July 13, 2021
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June 8, 2021

Village Manager Scott Botcher gave the following announcements:

1. Gave background on the upcoming PSC water rate study; information will be in the Friday folder.
2. Announced a Special Plan Commission meeting is being scheduled due to no quorum at the June 7, 2021 Plan Commission meeting.
3. Noted the Bond call is this Thursday.

Closed Session

Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0) to move into closed session at 8:30 p.m., 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 Court 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.

A recess was called at 8:32 p.m.; Village Board reconvened in closed session at 8:35 p.m.

Reconvene into Open Session

Motion made by Trustee Fonstad, seconded by Trustee Kravit, and carried by roll call vote (7-0), to reconvene into open session at 8:46 p.m.

No action was taken.

Adjourn

Motion made by Trustee Sumner, seconded by Trustee Fonstad, and carried by roll call vote (7-0); the Village Board adjourned the Village Board meeting at 8:47 p.m.

Respectfully submitted,

Kelly A. Meyer, CMC/WCMC
Village Clerk Treasurer

VILLAGE OF FOX POINT
VILLAGE BOARD MEETING AND PUBLIC HEARING MINUTES
MAY 11, 2021

A meeting and public hearings of the Fox Point Village Board were held virtually via telephonic and video conferencing on Thursday June 16, 2021 in Schwemer Hall, 7200 N. Santa Monica Boulevard. Interim Chair, Trustee Fonstad called the meeting to order at 8:00 a.m. and asked Village Manager Scott Botcher to take roll call. Roll Call of the Village Board present included:

PRESENT:

Trustee Eric Fonstad, Chair
Trustee Bill Kravit
Trustee Greg Ollman
Trustee Catie Knight

EXCUSED:

President Douglas Frazer
Trustee Christine Symchych
Trustee Liz Sumner

Also, present was Village Manager Scott Botcher.

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).

Land Combination for Douglas and Christa Beall Diefenbach, 200 West Indian Creek Court, Fox Point

Motion made by Knight, seconded by Kravit and carried by roll call vote (4-0); the Village Board approved 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.

Adjourn

Motion made by Kravit, seconded by Ollman, and carried by roll call vote (4-0); the Village Board adjourned the Village Board meeting at 8:02 a.m.

Respectfully submitted,

Scott Botcher
Village Manager

Conditional Use Order

WHEREAS, an application has been filed by Milwaukee Guitar, LLC., (hereinafter "Applicant"); and

WHEREAS, the Applicant is requesting that a conditional use permit be granted pursuant to the Zoning Ordinance of the Village of Fox Point for land described as 6928 N. Santa Monica Blvd., Fox Point, Wisconsin, as further described on Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property").

NOW, THEREFORE, the Village of Fox Point Village Board, upon consideration of thoughts expressed by all persons heard at the Village Board meeting in this matter, upon consideration of the recommendation from the Plan Commission, and following all necessary study and investigation, having given the matter due consideration, hereby ORDERS AS FOLLOWS: Commencing upon the date hereof, the Applicant is hereby granted a conditional use permit, subject to initial and continued compliance with each and every one of the following conditions, restrictions and limitations.

1. Use Restricted. Milwaukee Guitar Collective will consign, buy, sell, trade vintage musical instruments, which are predominantly sold online and shipped from the same facility. Activities will also include repairs, photography and by appointment only meetings, subject to the terms of this Conditional Use Permit. The interior will be renovated at this location as described in the Applicant's application, subject to the terms of this Conditional Use Permit. The hours of operation shall be limited to 8:00 a.m. until 5:00 p.m. Monday through Friday, and 8:00 a.m. until 5:00 p.m. on weekends, as necessary. Additional hours may be approved in writing by the Village Manager upon request. The anticipated number of employees is 4. Five parking spaces will be provided.
2. Presentation Compliance. All of the Applicant's plans, specifications, terms and representations as submitted with the application, or in support thereof, or as represented to the Village Board in the course of the approval process, are specifically incorporated herein and made a part hereof by reference, and the use of the subject property shall be in substantial conformance with the same except as further restricted or modified herein.
3. Not Transferable. This conditional use permit is granted to the Applicant and shall not be transferred or assigned without the Village Board's prior written consent, which may only be granted following the Village Board's receipt of a recommendation from the Plan Commission.
4. Applicant and Owner Agreement. As a condition precedent to the issuance of the conditional use permit, the owner of the Subject Property shall approve the issuance of this conditional use permit upon the terms and conditions described herein in writing, and the Applicant is required to accept the terms and conditions of the same in its entirety in writing.
5. Other Uses Prohibited. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to whether a use is permitted, the question shall be submitted to the Plan Commission for recommendation to the Village Board, and then to the Village Board for determination.
6. No Nuisances, and Compliance with Applicable Laws. No use is hereby authorized unless the use is conducted in a lawful, orderly and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the County of Milwaukee, the State of Wisconsin, the United States of America or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
7. Subject Property Only. This conditional use hereby authorized shall be confined to the Subject Property described, without extension or expansion other than as noted herein.
8. Abandonment. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the Applicant be delinquent in payment of any monies due and owing to the Village, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration

of public health, safety or welfare, the conditional use may be terminated by action of the Village Board following receipt of a recommendation from the Plan Commission and after the Village Board holds a public hearing in the matter.

9. Amendments. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises (including but not limited to any change to the boundary limits of the Subject Property), structures, lands or owners, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.
10. Plan Amendments. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use order may be amended (a) without separate approval in the limited circumstances described in Section 14.19(11) of the Village Code; or (b) by the Village Board upon receipt of a recommendation from the Plan Commission if the Village Board finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Village Board, in its sole discretion, finds to be substantial shall require a new permit, and all procedures in place at the time must be followed.
11. Severability. Should any paragraph or phrase of this conditional use permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
12. Most Restrictive Applies. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
13. Prior Conditional Use Permits Terminated. Unless stated otherwise herein or in the documents incorporated herein, all conditional use permits previously granted for the Subject Property, if any, shall be automatically terminated without further action of the Village Board immediately following full satisfaction of all conditions precedent to this conditional use order taking effect.
14. Payment of fees. Applicant shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this conditional use order including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional use order due to a violation of these conditions.
15. Payment of Taxes and Charges. Any unpaid bills owed to the Village by the Subject Property Owner or his or her tenants, operators or occupants, for reimbursement of professional fees; or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional use order, that is subject to all remedies available to the Village, including possible cause for termination of the conditional use order.
16. Conditions Shown in Minutes Incorporated. All conditions of approval imposed by duly adopted motion of the Village Board in its consideration of the Applicant's application, as noted in the Minutes of the Village Board meeting at which approval was granted, are specifically incorporated herein by reference.
17. The Applicant is obligated to file with the Village Clerk a current mailing address and current phone number at which the Applicant can be reached, which must be continually updated by the Applicant if such contact information should change, for the duration of this conditional use. If the Applicant fails to maintain such current contact information the Applicant thereby automatically waives notice of any proceedings that may be commenced under this conditional approval, including proceedings to terminate this conditional use.

Let copies of this order be filed in the permanent records of the Village Board for the Village of Fox Point, and let copies be sent to the proper Village of Fox Point authorities and the Applicant and Owner.

Signed this _____ day of July, 2021, *nunc pro tunc* the _____ day of July, 2021.

BY THE FOX POINT VILLAGE BOARD:

Douglas H. Frazer, Village President

Attest:

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

APPROVAL

I hereby approve the issuance of this Conditional Use Permit to the Applicant on the terms and conditions described herein.

Dated this _____ day of _____, 2021.

SUBJECT PROPERTY OWNER

By: _____
Authorized Signatory

Title: _____

ACCEPTANCE

I hereby accept the terms and conditions of this Conditional Use in its entirety.

Dated this _____ day of _____, 2021.

APPLICANT:

By: _____
Authorized Signatory

Title: _____



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *MB*
Date: July 7, 2021
Re: Recommendation for Acceptance of Change Order No. 2 for the Road and Utility Reconstruction Project Design

Kapur & Associates was retained to perform the design of the road and utility project for the Village of Fox Point. During the design and prior to the start of construction, Kapur was requested to perform some additional services. These include coordination of the relocation of two utility poles on the south end of Santa Monica, investigating the extension of a storm sewer pipe on the west end of Regent Road No. 3, and redesigning a bioswale for along Indian Creek due to opposition from local property owners.

The change order requested by Kapur and detailed in the attached documentation includes the time and effort to prepare the work in addition to coordination with MMSD on the relocation of the bioswale from Regent Road No. 3 to Indian Creek. MMSD has indicated they support the construction of the bioswale in Indian Creek as a replacement for the Regent Road No. 3 bioswale and the Village is eligible for partial reimbursement of its costs of the bioswale.

I have reviewed the change order and find the fees and hours to be reasonable for the work performed. Therefore, it is my recommendation that Change Order No. 2 from Kapur & Associates in an amount not to exceed \$8,958 be approved and that the Village Board authorize the Village President and Village Clerk/Treasurer to sign the change order on behalf of the Village.

Contract Change Order No. 2
Design for 2021 Road and Utility Reconstruction Project
Between Village of Fox Point and Kapur
June 23, 2021

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

- A. The scope of work includes additional field and office time for collection of data and design work as attached in Appendix A.

Our fees for the additional engineering services is \$8,958.00 and detailed in the attached Fee Schedule.

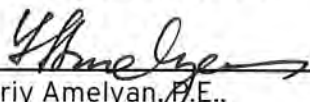
- B. Contract Amount

The following is a summary of the revised contract amount:

Original Contract Amount.....	\$ 59,976.00
Revised Contract Amount After Contract Change Order No. 1.....	\$ 67,963.00
Additional Fees (Contract Change Order No. 2).....	\$ 8,958.00
Revised Contract Amount.....	\$ 76,921.00

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

For Kapur & Associates, Inc.,

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

Date: 6-23-2021

For the Village of Fox Point,

By: _____
Douglas H. Frazer
Village President

Date: _____

By: _____
Kelly Meyer
Village Clerk/Treasurer

Date: _____



APPENDIX A

Design for 2021 Road and Utility Reconstruction Project - CCO #2 Between the Village of Fox Point and Kapur June 23, 2021

DESIGN SERVICES							
TASK	Project Manager	Project Engineer	Staff Engineer	CAD Technician	Project Surveyor RLS	Total Task Hours	Total Task Cost
	\$159.00	\$112.00	\$91.00	\$83.00	\$115.00		
Coordination with We Energies		9	7			16	\$1,645.00
Additional Investigation at Regent Road #3 for Extension of 15" Pipe to Indian Creek - January 22nd	2		1			3	\$409.00
SUBTOTAL:	2	9	8			19	\$ 2,054.00
Regent Road Bio-Swale Re-Design							
Request Diggers Locate					2	2	\$230.00
Hydraulic Modeling		4	4			8	\$812.00
Set Up Sheet(s)-Detail Sheet(s)	1		2	3		6	\$590.00
Design Bio-Swale-HydroCAD	1	4	12			17	\$1,699.00
Design Bio-Swale-AutoCAD	2	4	6	4		16	\$1,644.00
Specifications	2	2				4	\$542.00
Meetings (Includes Preliminary Design Review with the Village Staff)	1	1	1			3	\$362.00
Review Design for Utility Conflicts	1	2	2			5	\$565.00
Revisions and Final Design		1	2	2		5	\$460.00
SUBTOTAL:	8	18	29	9	2	66	\$6,904.00
TOTAL CCO #2:	10	27	37	9	2	85	\$8,958.00



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager *SB*
Date: July 7, 2021
Re: Recommendation for Acceptance of Change Order No. 1 for the Beach Drive Coastal Resiliency Project

MSA was selected as the design engineer for the coastal resiliency project along Beach Drive and, at the time of the contract development, did not anticipate requiring borings at the site to determine soil parameters. As MSA has gotten further into the project and based on discussions with Village staff, the project team has determined that obtaining geotechnical borings would assist in the development of the longshore sediment transport model, establish geotechnical soil parameters for potential relocation of the sanitary sewer, and provide additional data for the structural design of the revetment system.

The cost of the work is \$6,325 which is a direct pass-through cost from the geotechnical driller. The contract with MSA already includes costs for a geotechnical engineer so, other than the actual drilling costs, no additional costs are anticipated to be added to the contract as a result of collecting this data. I have always been of the opinion that borings should have been included in contract and am pleased that MSA has come to the same conclusion. I am also of the opinion that the cost for three borings (25 feet deep) and two grab samples is reasonable.

Therefore, it is my recommendation that Change Order No. 1 from MSA in an amount not to exceed \$6,325 be approved and that the Village Board authorize the Village President and Village Clerk/Treasurer to sign the change order on behalf of the Village.



Amendment No. 1

To: Village of Fox Point
7200 Santa Monica Blvd
Fox Point, WI 53271

Date of Issuance: June 4, 2021

MSA Project No.: 17951003

This is an amendment to the Agreement dated June 4, 2021 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: Design Engineering Services of Beach Drive Coastal Resiliency Project

The project scope has changed due to: Supplemental Geotechnical Information

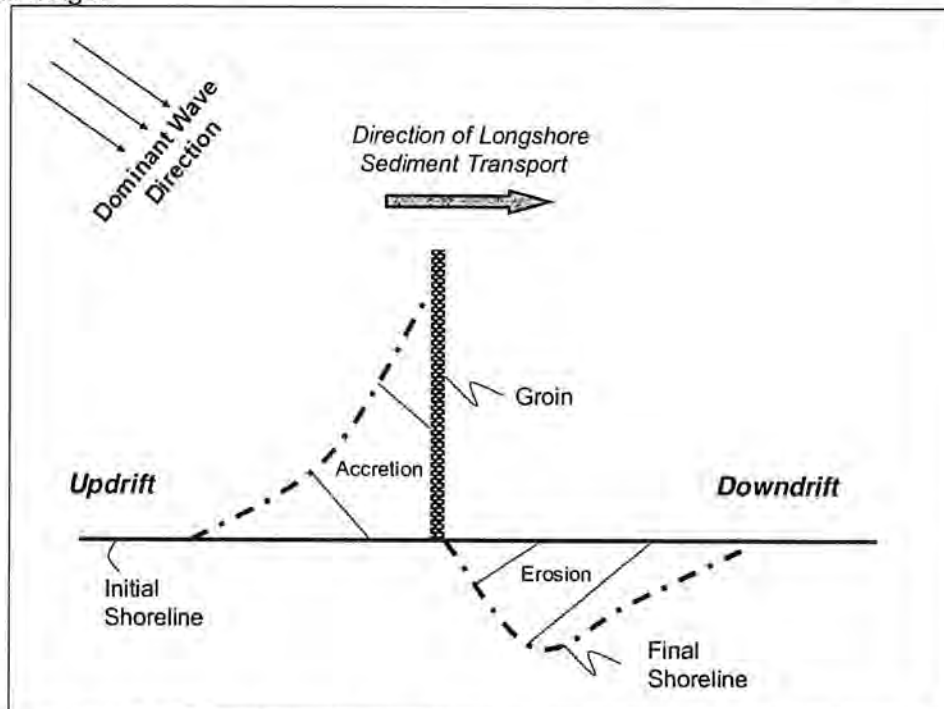
The scope of the work authorized is: Successful coastal engineering requires knowledge of the existing soil conditions. The type, size gradation, and thickness of layers available play an important role in stability and sediment transport processes. To complete an effective coastal structural design project, engineers must understand the properties of soil surrounding the site.

Understanding the type of sediment available ensures engineers are able to design cost-effective shoreline armoring. While it is possible to design structures that will be structurally sound and protect the coast from wave-induced erosion for virtually all sediment types, some lend themselves to less expensive designs. A soft clay, for example, will require significantly more engineering work to ensure stability since the material is unlikely to support the weight of a typical riprap revetment without excessive settling. This may include driving sheet piles deep into the bed, excavating to a more suitable sediment layer, or installing extra material on the site to account for consolidation. It would also likely demand significant geotechnical fabric layers to prevent washout and undercutting of the coastal protection system. Meanwhile, a sand and gravel mixture may be well-suited to supporting the weight of a riprap structure and require far less effort during design, fewer materials during construction, and less time throughout the project duration.

Without knowledge of the existing soils, coastal engineering must rely on conservative evaluations to ensure long-term stability. This will therefore require engineers to design the structure as though it were situated on a poor sediment base, similar to the clay described above. The additional design considerations will add significantly to the overall design and construction budgets. Soil borings will allow engineers to base designs on accurate measurements and develop concepts that are more cost-effective while minimizing the risk of long-term failure.

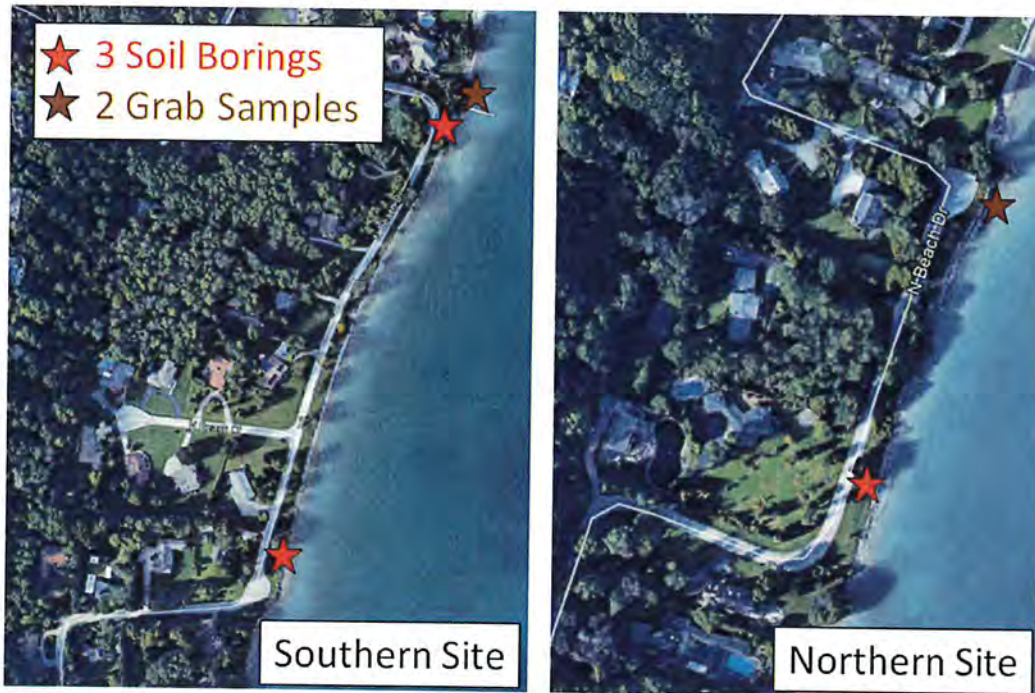
Soil information is also needed to evaluate sediment transportation. Generally speaking, coarse particles move across the beach in what is known as longshore sediment transport (LST). LST is influenced by, among other factors, wave heights and direction, beach slopes, vegetation, and sediment properties. Grain size and particle density play key roles in LST processes; larger, denser materials are more difficult for wave action to move, while small, light particles are easily transported along the coast. For most practical applications, the required information can be

obtained from grain size gradations taken from surface samples. This information can then be used to assess the rates, directions, and locations of LST at a given site. LST evaluations are crucial for coastal projects. In the coastal environment, sediment will move along the shoreline in the dominant wave direction. In a long stretch of uninterrupted beach, as sediment from one area moves downdrift, it is replaced by sediment from updrift, creating a dynamic equilibrium condition. When an anthropogenic structure such as a groin or a revetment that extends into the nearshore area is installed, this process is interrupted. Sediment becomes trapped on the updrift side of the structure, and over time, a beach will form. Downdrift of the structure, sediment is still moving away, but it is no longer replaced by incoming sediment from updrift material. This results in erosion which can lead to bluff failures, loss of infrastructure, and property damage.



Coastal erosion models have been developed to evaluate impacts of coastal structures. These models rely on accurate knowledge of the sediment at a given project site; without that information, predictions are less reliable, and designers must make conservative estimates to minimize risk of downdrift impacts. The sampling process eliminates that need by providing modelers with precise soil data that can be used as input to detailed models and limit potential hazards for neighboring properties.

Coastal engineering relies on sediment information that is currently unavailable at the Fox Point project site. Without this data, the engineers would need to make conservative assumptions about the existing soils, potentially raising the costs of construction unnecessarily. The coastal team therefore requests boring and grab sampling of the sediment along the shoreline near Beach Drive in Fox Point. Soil borings and grab samples will allow the coastal engineering team to evaluate the existing site more fully, determine stability of the soils and assess their ability to support a large structure, and analyze potential designs for their impacts on LST and neighboring properties.



In addition to providing existing shoreline conditions, 2 more borings will be taken near the shoreline borings in the center of N. Beach Drive of the southern site for if the need arises to relocate the sanitary line from its current location along the shoreline. The existing sanitary line has an approximate depth at the elevation of 569. The existing N. Beach Drive is approximately 592 to 588 or 20 plus feet above the sanitary line. The 2 boring locations in the centerline of N. Beach Drive will provide important information to the conditions of the subsoils to a depth 25 feet below for the placement of a new sanitary system. Cold-mix asphalt will be used where necessary to patch N. Beach Drive.

The schedule to perform the work is:

Approximate Start:	July 6 th , 2021
Approximate Completion:	July 9 th , 2021

The lump sum fee for the work is: \$6,325

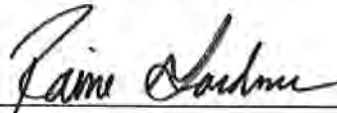
Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a lump sum basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

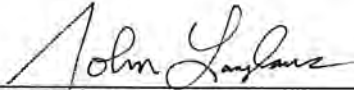
VILLAGE OF FOX POINT

MSA PROFESSIONAL SERVICES, INC.

Douglas H. Frazer
Village President
Date: _____


Raine Gardner, P.E.
Team Leader
Date: June 7, 2021

Clerk/Treasurer Name: _____


John M. Langhans, P.E.
Vice President
Date: June 7, 2021

Clerk Name: Kelley Meyer
Date: _____

1702 Pankratz Street
Madison, WI 53704
Phone: 608-355-8895

7200 Santa Monica Blvd
Fox Point, WI 53217
Phone: 414-351-8900



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SB*
Date: July 7, 2021
Re: Recommendation for Acceptance of Change Order No. 1 for the 2021 Road and Utility Reconstruction Project

As part of the bid for the 2021 Road and Utility Reconstruction Project, each contractor was required to provide supplemental unit prices for the replacement of the private side lead water laterals. All-Ways Contractors, as low bidder on the project, provided a supplemental unit price of \$144 per linear foot of lead water service lateral replacement and an additional price of \$2,815 for the interior plumbing and electrical work. This would have resulted in a cost of over \$98,000 for the nine properties along the project route with lead water service laterals (an average cost of almost \$11,000 per property).

Recognizing that the cost of such work was higher than anticipated, staff reached out to four other contractors who may have been able to perform the work. One of them, Mid-City Plumbing, responded with a quote to perform the work. Subsequently, it was learned that All-Ways Contractors intended to use Mid-City as a subcontractor to perform the lead water service lateral replacement. Through negotiations with Mid-City Plumbing and All-Ways Contractors, the Village received a change order for \$66,415 to replace the nine lead water service laterals along the project route – a savings of over \$30,000.

The cost of the work will be paid for in part by the Department of Natural Resources through a grant through them and in part by the property owners. Given the cost savings, the fact that All-Ways will manage the subcontractor, and the benefit to the property owners, it is my recommendation that the Village Board accept the change order in the amount of \$66,415 and authorize the Village President and Village Clerk/Treasurer to sign the change order on behalf of the Village.

Change Order: No. 1 Date: July 7, 2021
Name of Project: 2021 Road and Utility Reconstruction Project
OWNER: Village of Fox Point
CONTRACTOR: All-Ways contractors, Inc.
ENGINEER: Kapur & Associates, Inc.

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

Additional work associated with the lead water services replacement will be performed by All-Ways Contractors, Inc. and Mid-City Corporation.

Contractor will provide all work from the valve at the property line, into the home with all plumbing and connections inside house. Up to 5 LF of Internal Distribution piping is included, any additional will be billed at a rate of \$6.30 per LF.

8016 North Regent Road	(34 LF Assumed)	= \$6,375.00
8310 North Regent Road	(34 LF Assumed)	= \$6,375.00
8314 North Regent Road	(65 LF Assumed)	= \$7,440.00
8330 North Regent Road	(48 LF Assumed)	= \$7,440.00
6427 North S.M. Boulevard	(86 LF Assumed)	= \$8,500.00
6429 North S.M. Boulevard	(86 LF Assumed)	= \$8,500.00
6433 North S.M. Boulevard	(58 LF Assumed)	= \$7,440.00
6435 North S.M. Boulevard	(74 LF Assumed)	= \$7,970.00
6445 North S.M. Boulevard	(48 LF Assumed)	= \$6,375.00

Total Additional Work: \$66,415.00

All other Contract type Unit Price Items such as landscape restoration, pavement patching, etc. to be paid under normal contract items.

Change to CONTRACT PRICE:	\$ <u>66,415.00</u>
Original CONTRACT PRICE:	\$ <u>2,301,875.25</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER:	\$ <u>2,301,875.25</u>
The CONTRACT PRICE due to this CHANGE ORDER will be increased by:	\$ <u>66,415.00</u>
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ <u>2,368,290.25</u>

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by 10 calendar days.

The date for completion of work will be _____ Substantial (Date).

_____ Final (Date)

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

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

Recommended by the ENGINEER: Yuriy Amelyan, Project Manager
(Name & Title)
(Signature) Date 7-07-2021

Accepted by the CONTRACTOR: Scott A. Batchelor, All-Ways Contractors, Inc. Business Manager
(Name & Title)
(Signature) Date 7-08-2021

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

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

CCO - 1

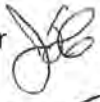


VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village Board

From: John T. Gall, Village Forester 

Through: Scott A. Botcher, Village Manager 

CC: Scott Brandmeier, Village Engineer/DPW Director 

DATE: July 7, 2021

- I request that you award the 2021 Dutch Elm Disease Tree Removal Contract to **CutNGo, LLC**, PO Box 180672, Delafield, WI 53018. Their bid amount was \$60.00 per inch diameter (DBH). The unit price in 2020 was \$57.00 per inch diameter (DBH). There was only one, other qualified bidders for this project, Bark River Tree and Landscape with a bid price of \$75.00 per inch diameter (DBH). CutNGo has the knowledge, expertise and equipment necessary to perform the proposed work in a satisfactory manner. They have previously performed work for Fox Point. Additionally, they have worked with Whitefish Bay, Mequon, Cedarburg, Elm Grove and Oconomowoc.
- Based on an estimated size of 25" per elm tree removed, the unit price of \$60.00 will allow us to remove approximately (13) diseased elms this summer. The amount budgeted in Capital Projects Fund #91600-851 (Diseased Elm Tree Removal) for this purpose is \$20,000.
- I recommend the Village Board authorize the Village President and Village Clerk to sign a contract not to exceed \$20,000.00 on behalf of the Village.

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

File:DEDcontractAward21

CONTRACT

This Contract is made this 15th day of July 2021, by and between
CutNGo, LLC (Contractor) herein called

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

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

SCOPE OF WORK:

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

CONTRACT PRICE:

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

Sixty dollars and no cents per inch diameter (DBH) (\$60.00), provided
Price in words
the total amount shall not exceed \$20,000.

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

CONTRACT DOCUMENTS:

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

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

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

PAYMENT FOR LABOR AND MATERIAL:

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

IN WITNESS WHEREOF:

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

CONTRACTOR: _____ (FIRM NAME)

By _____

Title _____

Countersigned By _____

Title _____

VILLAGE OF FOX POINT, MILWAUKEE COUNTY, WISCONSIN

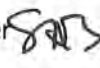
Owner

By _____ (President)

Countersigned By _____ (Village Clerk)

SEAL:



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: July 8, 2021
Re: Recommendation for Acceptance of Bid for the private property infiltration and inflow project

Dating back to late 2018, Fox Point DPW staff became aware of a failing riser on Belmont. The failing riser was discovered after televising the sanitary sewer main and we determined that a sinkhole in the road was being made by the failing riser pipe. The property owners, somewhat reluctantly, repaired the riser pipe and lateral and were able to obtain a partial cost share through a program with the Milwaukee Metropolitan Sewerage District (MMSD). At first, staff thought that the failure may be an anomaly but then became aware of two more failures – one each in 2019 and 2020 – that were also prepared by the property owners.

The failures led to staff evaluating locations in the Village with riser pipes (vertical pipes extending over the top of the Village's sanitary sewer main. Kapur & Associates was hired to work with a televising contractor to inspect over 200 known lateral riser pipe locations in 2020. Of these, approximately 25 were deemed to be in poor enough condition that replacement of the riser pipe was the most appropriate solution. Letters were sent to the property owners and bid documents were prepared for the replacement of the riser/lateral pipes. A total of thirteen (13) property owners responded to the letters and, to date, eight (8) have signed and returned the applications to have the work performed on their property.

Based on the number of owners who responded to the original letter, bid documents were prepared and a bid opening was held on July 7. Four contractors (Globe, Mid-City, UPI and Five Star Energy Services) submitted bids to perform the work. The low bidder for the work was Underground Pipeline, Inc. (UPI) in the amount of \$269,125. They also provided a cost for three alternate bid items in the amount of \$19,172, \$55,000 and \$37,200, respectively, for additional work that could be performed on private property. Of the total cost of the work, approximately \$70,000 is anticipated to be funded by MMSD and the remaining portion will be reimbursed by the individual property owners.

The estimated cost for each property depends on the length of lateral replacement in the road and the depth of excavation to the riser pipe connection. Generally speaking, the estimated cost is between \$20,000 and \$30,000 per property owner which is in line with prior costs experienced on riser/lateral replacements. Therefore, it is my recommendation that the Village Board accept the base bid of Underground Pipeline, Inc. (UPI) in the amount of \$269,125 and that the Village Board further accept Alternate Bid Nos. 1, 2 and 3 in the amounts of \$19,172, \$55,000 and \$37,200, respectively. Accepting the alternate bids for the project affords property owners some flexibility to perform additional work on their property under the contract at their expense. It is my further recommendation that the Village Board authorize the Village President and Village Clerk/Treasurer to sign the contract.



7711 N. Port Washington Road
Milwaukee, WI 53217
T: 414.751.7200 • F: 414.351.4117

July 7, 2021

Mr. Scott Brandmeier
Village of Fox Point
7200 North Santa Monica Boulevard
Fox Point, Wisconsin 53217-3505

RE: 2021 Sanitary Sewer Lateral/Riser Rehabilitation (Open Cut Excavation), Village of Fox Point

Dear Mr. Brandmeier:

Bids were received from four (4) Contractors to complete the 2021 Sanitary Sewer Lateral/Riser Rehabilitation (Open Cut Excavation): UPI, LLC., Five Star Energy Services, LLC., Globe Contractors, Inc. and Mid City Corporation.

After review of the bids, it was determined that UPI, LLC. is the apparent low bidder with a total:

- Base bid amount - \$269,125.00
- Alternate Bid 1 - \$19,172.00
- Alternate Bid 2 - \$55,000.00
- Alternate Bid 3 - \$37,200.00

UPI, LLC. has performed this type of work on previous projects and the firm is qualified to complete the items under this contract.

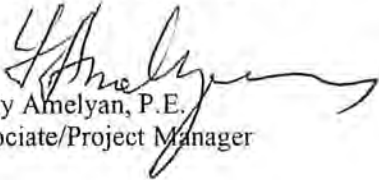
Kapur & Associates, Inc. recommends the award of this contract to UPI, LLC.

I have included a bid tabulation of all bidders for your records.

Should you have any comments or need additional information, please call me at (414) 751-7285.

Sincerely,

KAPUR & ASSOCIATES, INC.


Yuriy Amelyan, P.E.
Associate/Project Manager



2021 Sanitary Sewer Lateral/Riser Rehabilitation
Open Cut Excavation
Village of Fox Point, Wisconsin
BID OPENING: 9:30 a.m. on Wednesday, July 7, 2021

				UPI		Five Star Energy Services		Globe Contractors, Inc.		Mid City Corporation	
				2180 S. Springdale Rd.		W228S7055 Enterprise Dr		N50W23076 Betker Rd.		12930 W. Custer Avenue	
				New Berlin, WI 53146		Big Bend, WI 53103		Pewaukee, WI 53072		Butler, WI 53007	
				P: 262-548-9451		P: 262-707-2527		P: 262-246-0600		P: 262-781-5940	
A. UNIT PRICE BASE BID											
No.	ITEM	QTY.	UNIT	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Partial Replacement of Single Riser with PVC Pipe and all necessary fittings up to 12' depth (All Inclusive)	1	EACH	\$ 12,609.00	\$ 12,609.00	\$ 10,800.00	\$ 10,800.00	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00
2	Partial Replacement of Single Riser with PVC Pipe and all necessary fittings up to 13' depth (All Inclusive)	1	EACH	\$ 12,725.00	\$ 12,725.00	\$ 11,500.00	\$ 11,500.00	\$ 16,000.00	\$ 16,000.00	\$ 9,500.00	\$ 9,500.00
3	Partial Replacement of Single Riser with PVC Pipe and all necessary fittings up to 15' depth (All Inclusive)	1	EACH	\$ 13,300.00	\$ 13,300.00	\$ 13,000.00	\$ 13,000.00	\$ 20,000.00	\$ 20,000.00	\$ 12,500.00	\$ 12,500.00
4	Partial Replacement of Dual Riser with PVC Pipe and all necessary fittings up to 12' to 14' depth (Total 6 houses. All Inclusive)	3	DUAL EACH	\$ 15,600.00	\$ 46,800.00	\$ 12,500.00	\$ 37,500.00	\$ 22,500.00	\$ 67,500.00	\$ 13,000.00	\$ 39,000.00
5	Spot Repair Deteriorated Sanitary Lateral Within 12' from Main Line up to 15' depth (Not a Riser. All Inclusive)	5	EACH	\$ 6,915.00	\$ 34,575.00	\$ 12,000.00	\$ 60,000.00	\$ 16,500.00	\$ 82,500.00	\$ 21,500.00	\$ 107,500.00
6	Extend/Replace approximately 12 feet of 6" PVC sanitary lateral from the new riser and reconnect to existing sanitary lateral up to 10' to 12' depth (All Inclusive)	14	EACH	\$ 8,850.00	\$ 123,900.00	\$ 10,500.00	\$ 147,000.00	\$ 7,700.00	\$ 107,800.00	\$ 17,500.00	\$ 245,000.00
7	Asphalt patching	36	TON	\$ 441.00	\$ 15,876.00	\$ 380.00	\$ 13,680.00	\$ 500.00	\$ 18,000.00	\$ 500.00	\$ 18,000.00
8	Landscape restoration	180	SY	\$ 38.00	\$ 6,840.00	\$ 22.50	\$ 4,050.00	\$ 45.00	\$ 8,100.00	\$ 50.00	\$ 9,000.00
9	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 18,900.00	\$ 18,900.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID:					\$ 269,125.00		\$ 316,430.00		\$ 339,900.00		\$ 453,000.00
B ALTERNATE BID 1											
No.	ITEM	QTY.	UNIT	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Entire riser replacement of single riser up to 20 foot depth at 6917 N. Barnett Lane	1	EACH	\$ 19,172.00	\$ 19,172.00	\$ 14,800.00	\$ 14,800.00	\$ 31,000.00	\$ 31,000.00	\$ 72,500.00	\$ 72,500.00
TOTAL ALTERNATE BID 1:					\$ 19,172.00		\$ 14,800.00		\$ 31,000.00		\$ 72,500.00
C ALTERNATE BID 2											
No.	ITEM	QTY.	UNIT	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Install new riser pipe and directionally drill approximately 100 foot lateral at 6917 N. Barnett Lane and install cleanout	1	EACH	\$ 55,000.00	\$ 55,000.00	\$ 27,300.00	\$ 27,300.00	\$ 53,000.00	\$ 53,000.00	\$ 99,500.00	\$ 99,500.00
TOTAL ALTERNATE BID 2:					\$ 55,000.00		\$ 27,300.00		\$ 53,000.00		\$ 99,500.00
D ALTERNATE BID 3											
No.	ITEM	QTY.	UNIT	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Entire riser replacement of single riser up to 16 foot depth (at 7828 N. Club Circle and 1112 E. Goodrich Lane)	2	EACH	\$ 18,600.00	\$ 37,200.00	\$ 12,400.00	\$ 24,800.00	\$ 22,500.00	\$ 45,000.00	\$ 58,500.00	\$ 117,000.00
TOTAL ALTERNATE BID 3:					\$ 37,200.00		\$ 24,800.00		\$ 45,000.00		\$ 117,000.00



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SB*
Date: July 8, 2021
Re: Recommendation for Acceptance of Quote for Inspection of the Private Property Infiltration and Inflow Project

Kapur & Associates was retained by the Village to investigate the condition of over 200 private property riser pipes and laterals and make an assessment of the risers and/or laterals that were in need of replacement. This work was coordinated with the Milwaukee Metropolitan Sewerage District (MMSD) as part of their private property infiltration and inflow (PPII) program. Staff prepared a work plan (Work Plan No. 10) pursuant to the PPII requirements and then bid out the rehabilitation work.

After receipt of the bids, Kapur was requested to submit a proposal to the Village to perform the construction inspection services. Under Work Plan No. 10, the Village is able to request reimbursement of all inspection related costs as they are related directly to the rehabilitation of the risers and laterals and the removal of I/I from the system. Kapur has submitted a proposal to perform the inspection on the approximately fourteen different risers and/or laterals in the amount of \$29,916. I have reviewed the proposed costs, hours and fee rate schedule and find them to be reasonable for the work expected.

Therefore, it is my recommendation that the Village Board accept the proposal of Kapur & Associates in an amount not to exceed \$29,916 and authorize the Village Manager and Village Clerk/Treasurer to sign the contract on behalf of the Village.

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

**CONSTRUCTION MANAGEMENT FOR 2021 PPII REDUCTION PROGRAM
SANITARY SEWER LATERAL/RISER REHABILITATION (OPEN CUT EXCAVATION)**

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

Proposed sanitary lateral riser rehabilitation:

1. Entire Sanitary Sewer Riser Replacement (1 Each)
2. Partial Sanitary Sewer Riser Replacement (9 Each)
3. Sanitary Sewer Lateral Open Cut Excavation Repair (5 Each)

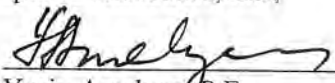
The scope of work for Construction Management will include:

- Site visit/meetings with prospective bidders and residents
- Set-up, arrange pre-construction meeting, set timeline of construction and progress meetings
- Submittals review and approval
- Construction inspection
- Finalized quantities and payment recommendations
- Assistance in preparation of required documentation for reimbursement from MMSD
- Project closeout activities, punch list items, As-Builts
- Incorporation As-Builts into the Villages GIS

Our construction management fee is detailed in the attached fee schedule. The not to exceed fee for construction management is \$29,916.00.

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

For Kapur & Associates, Inc.,

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

Date: 7-07-2021

For Village of Fox Point,

By: _____
Douglas H. Frazer
Village President

Date: _____

By: _____
Kelly Meyer
Village Clerk/Treasurer



COST NOT TO EXCEED

SANITARY SEWER LATERAL/RISER REHABILITATION (OPEN CUT EXCAVATION)

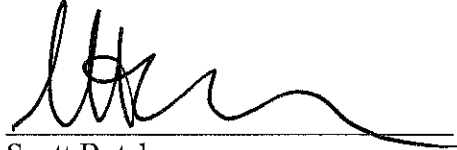
TASK	Project Manager	Construction Engineer	Cad Technician	Total Task Hours	Total Task Cost
	\$159.00	\$88.00	\$82.00		
Site visit/meetings with prospective bidders and residents	2	2		4	\$494.00
Set-up, arrange pre-construction meeting, set timeline of construction and progress meetings	2	2		4	\$494.00
Submittals review and approvals	6			6	\$954.00
Construction inspection	8	240		248	\$22,392.00
Finalized quantities and payment recommendation	4	8		12	\$1,340.00
Assistance in preparation of MMSD required documentation for reimbursement	8	4	8	20	\$2,280.00
Project closeout activities, punch list items, as-built, incorporation into Village's GIS	6	4	8	18	\$1,962.00
TOTAL:	36	260	16	312	\$29,916.00



Sanitary Lateral/Riser Rehabilitation Project
Village of Fox Point



This is to certify that the attached is true and correct list of bills due for a period from June 1-31, 2020, in the total amount of \$427,401.98. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.

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

Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on July 13, 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	JULY 2021	LIFE INSURANCE	06/14/2021	835.65	06/14/2021
Total 10-21520 GROUP LIFE:					835.65	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	JUNE 2021	POLICE DUES	06/14/2021	450.00	06/18/2021
Total 10-21525 UNION DUES:					450.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0610212	Deferred Comp NORTH SHORE	06/09/2021	1,545.00	06/11/2021
375	NORTH SHORE BANK, FSB	PR0624212	Deferred Comp NORTH SHORE	06/23/2021	1,545.00	06/24/2021
814	GREAT-WEST TRUST COMPAN	PR0610211	Deferred Comp WI DEFER - PRE	06/09/2021	4,735.14	06/11/2021
814	GREAT-WEST TRUST COMPAN	PR0610211	Deferred Comp WI DEFER - RO	06/09/2021	602.31	06/11/2021
814	GREAT-WEST TRUST COMPAN	PR0624211	Deferred Comp WI DEFER - PRE	06/23/2021	4,735.14	06/24/2021
814	GREAT-WEST TRUST COMPAN	PR0624211	Deferred Comp WI DEFER - RO	06/23/2021	602.31	06/24/2021
101991	VANTAGEPOINT TRANSFER AG	PR0610211	Deferred Comp ICMA-PRETAX	06/09/2021	1,016.43	06/11/2021
101991	VANTAGEPOINT TRANSFER AG	PR0624211	Deferred Comp ICMA-PRETAX	06/23/2021	1,016.43	06/24/2021
Total 10-21530 DEFERRED COMPENSATION:					15,797.76	
10-23000 WORKERS COMPENSATION						
1658	R & R INSURANCE SERVICES, I	2470430	WORKERS COMP	06/14/2021	25,847.00	06/18/2021
Total 10-23000 WORKERS COMPENSATION:					25,847.00	
10-44120 LIQUOR/TOBACCO LICENSES						
727	WI DEPT. OF JUSTICE	3W4U45YY	BARTENDER	06/17/2021	7.00	06/18/2021
727	WI DEPT. OF JUSTICE	EaSeAVPA	BARTENDER	05/28/2021	7.00	06/04/2021
727	WI DEPT. OF JUSTICE	waCVQS5B	BARTENDER	06/17/2021	7.00	06/18/2021
Total 10-44120 LIQUOR/TOBACCO LICENSES:					21.00	
10-44500 ESTATE SALES PERMIT						
444	CREAM CITY ESTATE	1.056122	DEPOSIT 452 WILLOW CT	06/10/2021	500.00	06/11/2021
Total 10-44500 ESTATE SALES PERMIT:					500.00	
10-46710 PAVILION RENTALS						
1014	GOULD, BETH	1.05686	PAVILION	06/15/2021	150.00	06/18/2021
Total 10-46710 PAVILION RENTALS:					150.00	
10-51100-310 SUPPLIES/EXPENSES						
297	MAJESTIC ENGRAVING CORP.	60709	PLAQUE	06/21/2021	127.75	06/24/2021
Total 10-51100-310 SUPPLIES/EXPENSES:					127.75	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	MAY 2021	DRIVER SUR/JAIL FEE	06/02/2021	330.00	06/04/2021
552	WISCONSIN, STATE OF - COUR	MAY 2021	MAY	06/02/2021	1,127.69	06/04/2021
Total 10-51200-395 COUNTY COURT FEES:					1,457.69	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	5713	VILLAGE ATTORNEY	06/15/2021	4,079.20	06/18/2021

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Total 10-51300-218 VILLAGE ATTORNEY:					4,079.20	
10-51300-219 VILLAGE PROSECUTOR						
965	PADWAY & PADWAY LTD	06/11/2021	PROSECUTOR	06/24/2021	600.00	06/24/2021
Total 10-51300-219 VILLAGE PROSECUTOR:					600.00	
10-51420-323 OFFICIAL PUBLICATIONS/NOTICES						
5895	MILW. JOURNAL SENTINAL (AD	0004722001 2021	PKG ADVERTISING	06/24/2021	54.79	06/24/2021
Total 10-51420-323 OFFICIAL PUBLICATIONS/NOTICES:					54.79	
10-51440-233 EQUIPMENT MAINTENANCE						
774	ELECTION SYSTEMS & SOFTW	CD2004359	MAINTENANCE FEE	06/22/2021	400.00	06/24/2021
Total 10-51440-233 EQUIPMENT MAINTENANCE:					400.00	
10-51440-310 SUPPLIES/EXPENSES						
127	A. RIFKIN CO.	4211260	ELECTION SUPPLIES	06/01/2021	80.44	06/04/2021
Total 10-51440-310 SUPPLIES/EXPENSES:					80.44	
10-51530-210 CONTRACT SERVICES						
706	BARANEK, LIANE M	B-4039	BOARD OF REVIEW	06/08/2021	200.00	06/11/2021
2706	ASSOCIATED APPRAISAL CON	154576	PROFESSION SERV/ INTERNET	06/01/2021	2,748.29	06/04/2021
Total 10-51530-210 CONTRACT SERVICES:					2,948.29	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	29516852	LEASE/ORIGN FEE	06/22/2021	321.50	06/24/2021
2028	GENERAL CODE	GC00113461	ANNUAL MAINTENANCE	06/01/2021	1,195.00	06/04/2021
5778	OFFICE COPYING EQUIPMENT	AR142595	VLG HALL COPIES	06/21/2021	166.85	06/24/2021
Total 10-51600-210 CONTRACT SERVICES:					1,683.35	
10-51600-222 TELEPHONE UTILITIES						
848	WINDSTREAM	73825805	ACCT #205607369	06/09/2021	160.25	06/11/2021
2691	CENTURYLINK-BUSINESS SVC.	230326904	ACCOUNT #87619173	06/09/2021	.36	06/11/2021
5312	AT & T- VILLAGE	05/22/2021	414 351-8909 758 7	06/02/2021	63.50	06/04/2021
Total 10-51600-222 TELEPHONE UTILITIES:					224.11	
10-51600-234 VILLAGE HALL MAINTENANCE						
360	NASSCO INC.	6002894	PAPERSUPPLIES	06/17/2021	46.99	06/18/2021
742	NELCO ELECTRIC INC	18680	REPLACE FIXTURE	06/07/2021	667.25	06/11/2021
892	SPECTRUM	06/08/2021	10404-080459401-5001	06/17/2021	8.76	06/18/2021
1016	PBBS EQUIPMENT CORPORATI	231259	BURNHAM B0077012 #3	06/07/2021	987.00	06/11/2021
1016	PBBS EQUIPMENT CORPORATI	231260	BURNHAM B0081316 #1	06/07/2021	987.00	06/11/2021
1016	PBBS EQUIPMENT CORPORATI	231261*	BURNHAM B0077017 #2	06/07/2021	987.00	06/11/2021
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					3,684.00	
10-51600-310 SUPPLIES/MISC EXPENSES						
5033	OFFICE DEPOT -US COMMUNIT	173239029001	37360205-VLG	06/24/2021	141.09	06/24/2021
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					141.09	

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10-51700-156 UNEMPLOYMENT COMPENSATION						
181	UNEMPLOYMENT INSURANCE	000010855883	ACCOUNT 693002-000-8	06/14/2021	212.27	06/18/2021
Total 10-51700-156 UNEMPLOYMENT COMPENSATION:					212.27	
10-51700-510 INSURANCE						
1658	R & R INSURANCE SERVICES, I	2470429	LWMMI	06/14/2021	24,366.00	06/18/2021
Total 10-51700-510 INSURANCE:					24,366.00	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	18	HEALTH INSURANCE REIMBUR	06/01/2021	481.12	06/04/2021
435	RIES, DANIEL	34	HEALTH	06/01/2021	839.15	06/04/2021
548	WOJTANOWSKI, WILLIAM	2	MONTHLY DELTA VISION	06/01/2021	11.42	06/04/2021
638	KRIEFALL, DONALD A	62	HEALTH INSURANCE REIMBUR	06/01/2021	323.21	06/04/2021
Total 10-51700-511 GROUP HEALTH - RETIREES:					1,654.90	
10-52100-180 RECRUITMENT						
1030	R BAUMAN & ASSOCIATES SC	1159	ASSESSMENT	06/24/2021	495.00	06/24/2021
1069	ASCENSION MEDICAL GROUP/	168439	PRE EMPLOY	06/03/2021	401.00	06/04/2021
5747	PROFESSIONAL ID CARDS, INC	16484	EMPLOYEE ID CARDS	06/24/2021	18.50	06/24/2021
Total 10-52100-180 RECRUITMENT:					914.50	
10-52100-217 DISPATCHING CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	4734	DISPATCH	06/17/2021	74,743.63	06/18/2021
Total 10-52100-217 DISPATCHING CONTRACT SERVICES:					74,743.63	
10-52100-222 TELEPHONE UTILITIES						
848	WINDSTREAM	73825805	ACCT #205607369	06/09/2021	100.16	06/11/2021
892	SPECTRUM	20210601OTA	10404038090401-6001	06/17/2021	17.51	06/18/2021
2136	VERIZON WIRELESS	9881244101	786223225-00001 POLICE	06/17/2021	233.40	06/18/2021
2691	CENTURYLINK-BUSINESS SVC.	230326904	ACCOUNT #87619173	06/09/2021	.36	06/11/2021
2973	TIME WARNER CABLE	70433001060121	070433001	06/10/2021	1,078.52	06/11/2021
5312	AT & T- VILLAGE	05/22/2021	414 351-8909 758 7	06/02/2021	39.69	06/04/2021
Total 10-52100-222 TELEPHONE UTILITIES:					1,469.64	
10-52100-233 EQUIPMENT MAINTENANCE						
473	STREICHER'S	1507293	9MM	06/17/2021	179.96	06/18/2021
503	VILLAGE HARDWARE - DPS	208540	TAPE	06/10/2021	24.27	06/11/2021
1294	Galls, LLC,-	18030585	DECALS	06/17/2021	23.99	06/18/2021
1762	SOS ELECTRONICS	21-06011	REPAIR	06/10/2021	149.50	06/11/2021
2913	EMERGENCY MEDICAL PRODU	2259525	DEFIB BATTERY	06/17/2021	346.79	06/18/2021
5839	LEXISNEXIS	1246411-20210531	MONTHLY FEE	06/10/2021	30.00	06/11/2021
5892	FLAG CENTER	103142	FLAG	06/24/2021	64.00	06/24/2021
102114	RAY O'HERRON CO, INC	2122119	CARTRIDGES	06/24/2021	1,324.00	06/24/2021
Total 10-52100-233 EQUIPMENT MAINTENANCE:					2,142.51	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	208023	MISC	06/01/2021	22.47	06/04/2021
Total 10-52100-234 BUILDING MAINTENANCE:					22.47	

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10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1504451	BROUWER	06/01/2021	904.99	06/04/2021
473	STREICHER'S	1506206	CLIP	06/10/2021	225.00	06/11/2021
473	STREICHER'S	1506948	WIESMUELLER	06/10/2021	176.97	06/11/2021
473	STREICHER'S	1507290	HANNA	06/17/2021	34.99	06/18/2021
473	STREICHER'S	1507292	DUBNICKA	06/17/2021	104.98	06/18/2021
473	STREICHER'S	1508776	RAPALA	06/24/2021	949.98	06/24/2021
473	STREICHER'S	1508777	DUBNICKA	06/24/2021	43.00	06/24/2021
473	STREICHER'S	1508778	DUBNICKA	06/24/2021	37.99	06/24/2021
473	STREICHER'S	1508825	BASTRESS	06/24/2021	725.00	06/24/2021
909	THE UNIFORM SHOPPE OF GR	310937	RAPALA	06/10/2021	287.80	06/11/2021
909	THE UNIFORM SHOPPE OF GR	310938	RAPALA	06/10/2021	49.95	06/11/2021
Total 10-52100-330 CLOTHING ALLOWANCE:					3,540.65	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2792844	10586-10586 POLICE DEPT	06/01/2021	110.28	06/04/2021
393	PACKERLAND RENT-A-MAT INC.	2800396	POLICE 10586-10586	06/24/2021	114.26	06/24/2021
Total 10-52100-334 JANITORIAL SUPPLIES:					224.54	
10-52100-335 SCHOOL EXPENSES						
511	WAUKESHA COUNT TECH. COL	80742823	SCHOOL	06/03/2021	125.00	06/04/2021
Total 10-52100-335 SCHOOL EXPENSES:					125.00	
10-52400-250 WEIGHTS & MEASURES INSPECTION						
197	WI DEPT. OF AGRICULTURE, TR	115-0000021826	M & W CONTRACT INSPECT	06/14/2021	800.00	06/18/2021
Total 10-52400-250 WEIGHTS & MEASURES INSPECTION:					800.00	
10-52520-400 MATERIALS						
102241	CROWLEY CONSTRUCTION CO	12077	RESTRIPING	06/22/2021	12,000.00	06/24/2021
Total 10-52520-400 MATERIALS:					12,000.00	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	136384	GIS DATA MAINT	06/08/2021	947.25	06/11/2021
Total 10-53100-233 GIS MAINTENANCE:					947.25	
10-53200-400 MATERIALS						
327	MENARD'S - MILWAUKEE	32115	POST	06/08/2021	134.95	06/11/2021
Total 10-53200-400 MATERIALS:					134.95	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	05/28/2021	0702787382-00001	06/04/2021	190.72	06/04/2021
536	WE-ENERGIES	06/04/2021	0702787382-00013	06/04/2021	18.82	06/11/2021
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					209.54	
10-53300-405 STREET MATERIALS						
327	MENARD'S - MILWAUKEE	32593	PAINT	06/14/2021	77.49	06/18/2021
458	SHERWIN INDUSTRIES, INC.	SC046808	FIBER MIX	06/08/2021	773.76	06/11/2021
458	SHERWIN INDUSTRIES, INC.	SC046935	FIBER BULK	06/22/2021	412.30	06/24/2021
959	ETNA SUPPLY	S104055090.001	COUPLINGS	06/14/2021	198.55	06/18/2021
5506	HANKE TERMINALS	110277A	STONE	06/08/2021	680.76	06/11/2021

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5506	HANKE TERMINALS	111028A	STONE	06/16/2021	111.75	06/18/2021
102241	CROWLEY CONSTRUCTION CO	12077	RESTRIPING	06/22/2021	1,230.00	06/24/2021
Total 10-53300-405 STREET MATERIALS:					3,484.61	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	06/04/2021	0702787382-00005	06/04/2021	16.25	06/11/2021
536	WE-ENERGIES	06/04/2021	0702787382-00016	06/04/2021	16.25	06/11/2021
536	WE-ENERGIES	06/09/2021	0702787382-00014	06/17/2021	13.54	06/18/2021
536	WE-ENERGIES	06/09/2021	0702787382-00003	06/17/2021	18.10	06/18/2021
Total 10-53400-221 BUS STOP-ELECTRIC:					64.14	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	000590-1996-8	MSW	06/08/2021	16,794.82	06/11/2021
Total 10-53630-370 LANDFILL FEES:					16,794.82	
10-53641-400 MATERIALS						
280	LIESENER SOILS INC.	0192423	SOIL	06/08/2021	250.00	06/11/2021
Total 10-53641-400 MATERIALS:					250.00	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0061651-2286-9	YARDWASTE	06/08/2021	1,038.02	06/11/2021
1298	WASTE MANAGEMENT OF WI-M	0061764-2286-0	YARDWASTE	06/23/2021	1,453.13	06/24/2021
Total 10-53642-400 MATERIALS:					2,491.15	
10-53700-300 MISCELLANEOUS EXPENSE						
2241	ITU ABSORB TECH, INC	7702575	SHOP	06/07/2021	11.71	06/11/2021
2241	ITU ABSORB TECH, INC	7706938	SHOP	06/07/2021	11.71	06/11/2021
Total 10-53700-300 MISCELLANEOUS EXPENSE:					23.42	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	843816	MISC	06/07/2021	86.13	06/11/2021
281	LINCOLN CONTRACTORS SUP	N39098	PARTS	06/07/2021	279.86	06/11/2021
547	ROLAND MACHINERY	40098380	LUBE SPIN	06/07/2021	95.74	06/11/2021
631	FACTORY MOTOR PARTS	160101961	FILTER	06/07/2021	5.25	06/11/2021
631	FACTORY MOTOR PARTS	160102510	BRAKE PADS	06/07/2021	24.99	06/11/2021
2987	TEREX	7125156	REPAIR/PARTS	06/07/2021	2,173.55	06/11/2021
Total 10-53700-341 REPAIR PARTS:					2,665.52	
10-53700-343 FUEL						
1337	HERBST OIL, INC	126	FUEL	06/07/2021	2,853.52	06/11/2021
1337	HERBST OIL, INC	188	FUEL	06/07/2021	1,426.31	06/11/2021
1337	HERBST OIL, INC	190	FUEL	06/07/2021	1,287.96	06/11/2021
Total 10-53700-343 FUEL:					5,567.79	
10-53700-344 OIL						
1636	PLYMOUTH LUBRICANTS	8185018	LUBRICANT	06/07/2021	939.08	06/11/2021
Total 10-53700-344 OIL:					939.08	

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10-53700-346 MISC DPW SHOP TOOLS						
5528	TODD A GAULKE AUTHORIZE D	06012166203	SMALL TOOLS	06/07/2021	999.99	06/11/2021
Total 10-53700-346 MISC DPW SHOP TOOLS:					999.99	
10-53800-222 TELEPHONE UTILITIES						
849	WINDSTREAM	73825805	ACCT #205607369	06/09/2021	140.22	06/11/2021
5312	AT & T- VILLAGE	05/22/2021	414 351-8909 758 7	06/02/2021	55.57	06/04/2021
Total 10-53800-222 TELEPHONE UTILITIES:					195.79	
10-53800-300 MISCELLANEOUS EXPENSE						
2241	ITU ABSORB TECH, INC	7702577	TOWELS/ROLL/BAR	06/07/2021	194.51	06/11/2021
2241	ITU ABSORB TECH, INC	7708938	VILLAGE	06/07/2021	213.31	06/11/2021
Total 10-53800-300 MISCELLANEOUS EXPENSE:					407.82	
10-55200-435 PLAYGROUND MATERIALS						
280	LIESENER SOILS INC.	0192423	SOIL	06/08/2021	250.00	06/11/2021
1565	DTAK LLC	49574	WOOD FIBER	06/08/2021	2,150.00	06/11/2021
4888	CARLIN SALES	3004719-00	SPURGE	06/15/2021	235.44	06/18/2021
Total 10-55200-435 PLAYGROUND MATERIALS:					2,635.44	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	06/04/2021	0702787382-00011	06/04/2021	147.20	06/11/2021
Total 10-55440-220 GAS UTILITIES:					147.20	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	06/04/2021	0702787382-00010	06/04/2021	107.79	06/11/2021
Total 10-55440-221 ELECTRIC UTILITIES:					107.79	
10-55440-450 SKATE RINK MATERIALS						
360	NASSCO INC.	6002894	PAPERSUPPLIES	06/17/2021	47.00	06/18/2021
Total 10-55440-450 SKATE RINK MATERIALS:					47.00	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	82451	FORESTRY REQUESTS	06/01/2021	4,290.00	06/04/2021
Total 10-56100-125 FORESTRY CONSULTANT:					4,290.00	
10-56100-465 TREE MAINTENANCE						
5933	WACHTEL TREE SCIENCE & SE	82449	SPRAY	06/01/2021	205.00	06/04/2021
Total 10-56100-465 TREE MAINTENANCE:					205.00	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	136384	GIS DATA MAINT	06/08/2021	662.00	06/11/2021
Total 21-53100-233 GIS MAINTENANCE:					662.00	
21-71000-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	N38062	MARKING PAINT	06/01/2021	34.32	06/04/2021
959	ETNA SUPPLY	S104055090.001	COUPLINGS	06/14/2021	198.55	06/18/2021
2260	PORT A JOHN	1328251IN	PORT A JOHN	06/08/2021	106.00	06/11/2021

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Total 21-71000-400 MATERIALS:					338.87	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	06/04/2021	0702767382-00004	06/04/2021	10.95	06/11/2021
Total 21-72000-220 GAS UTILITIES:					10.95	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	06/04/2021	0702787382-00007	06/04/2021	25.16	06/11/2021
536	WE-ENERGIES	06/04/2021	0702767382-00004	06/04/2021	93.47	06/11/2021
Total 21-72000-221 ELECTRIC UTILITIES:					118.63	
21-73000-226 MMSD CHARGES						
290	MMSD	087-21	FEB THRU APRIL	06/18/2021	103,167.59	06/18/2021
Total 21-73000-226 MMSD CHARGES:					103,167.59	
21-73000-400 MATERIALS						
5033	OFFICE DEPOT -US COMMUNIT	1775384280001	37360205-WATER	06/24/2021	26.39	06/24/2021
Total 21-73000-400 MATERIALS:					26.39	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
983	MSA PROFESSIONAL SVCS, IN	R179510040.04	SINK HOLE ASSESSMENT	06/08/2021	2,099.45	06/11/2021
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					2,099.45	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6643826-2275-4	MONTHLY RECYCLING	06/08/2021	22,163.00	06/11/2021
Total 22-53650-210 CONTRACT SERVICES:					22,163.00	
23-11400 PETTY CASH						
2246	BOTCHER, SCOTT	06/17/2021	PETTY CASH POOL	06/17/2021	300.00	06/18/2021
2382	PETTY CASH	POOLOPEN2021	POOL	06/14/2021	500.00	06/14/2021
Total 23-11400 PETTY CASH:					800.00	
23-46720 RESIDENT MEMBERSHIPS						
1020	GRIPENTROG, THERESE	1.0456213	EMPLOYEE BENEFIT REFUND	06/15/2021	180.00	06/18/2021
1021	O'CONNER, CARRIE	1.055898	EMPLOYEE BENEFIT REFUND	06/15/2021	180.00	06/18/2021
1024	ANDERSON, SUZANNE	1.055984	EMPLOYEE BENEFIT REFUND	06/15/2021	180.00	06/18/2021
Total 23-46720 RESIDENT MEMBERSHIPS:					540.00	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	06/09/2021	0702787382-00012	06/17/2021	292.56	06/18/2021
Total 23-55420-220 GAS UTILITIES:					292.56	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	06/09/2021	0702787382-00012	06/17/2021	102.67	06/18/2021
Total 23-55420-221 ELECTRIC UTILITIES:					102.67	

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23-55420-400 MATERIALS						
327	MENARD'S - MILWAUKEE	32593	POOL	06/14/2021	88.59	06/18/2021
360	NASSCO INC.	6002894	PAPERSUPPLIES	06/17/2021	47.00	06/18/2021
502	VILLAGE HARDWARE - VH	208327/1	POOL	06/03/2021	17.62	06/04/2021
502	VILLAGE HARDWARE - VH	208643/1	POOL	06/14/2021	8.60	06/18/2021
502	VILLAGE HARDWARE - VH	208645/1	POOL	06/14/2021	6.45	06/18/2021
502	VILLAGE HARDWARE - VH	208698/1	POOL	06/14/2021	41.71	06/18/2021
502	VILLAGE HARDWARE - VH	208713/1	POOL	06/14/2021	25.19	06/18/2021
742	NELCO ELECTRIC INC	18708	POOL	06/08/2021	299.40	06/11/2021
1007	HORIZON COMMERCIAL POOL	210512014-AC	POOL CHEMICALS	06/15/2021	1,371.00	06/18/2021
1007	HORIZON COMMERCIAL POOL	210517029-AC	POOL CHEMICALS	06/15/2021	1,079.70	06/18/2021
1007	HORIZON COMMERCIAL POOL	210519017-AC	POOL CHEMICALS	06/15/2021	1,357.90	06/18/2021
1007	HORIZON COMMERCIAL POOL	210527018-AC	POOL CHEMICALS	06/18/2021	123.50	06/24/2021
1898	HALLMAN LINDSAY	00138300	POOL	06/08/2021	475.11	06/11/2021
Total 23-55420-400 MATERIALS:					4,941.77	
24-44460 BUILDING PERMIT						
1019	COLLIS-GEERS, JANE	1.055882	REFUND PERMIT	06/24/2021	123.50	06/24/2021
1026	J.D. GRIFFITHS	1.055804	REFUND PERMIT	06/24/2021	264.08	06/24/2021
Total 24-44460 BUILDING PERMIT:					387.58	
24-52400-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	5713	VILLAGE ATTORNEY	06/15/2021	349.10	06/18/2021
2256	SAFE BUILT	78057-IN	INSPECTIONS	06/01/2021	255.00	06/11/2021
2647	KWK ELECTRIC INC	10929	INSPECTION	06/04/2021	40.00	06/11/2021
Total 24-52400-210 CONTRACT SERVICES:					644.10	
25-52400-410 PERMIT EXPENSES						
102164	WI DNR	241034430 (2021)	ENVIROMENTAL FEE	06/08/2021	1,000.00	06/11/2021
Total 25-52400-410 PERMIT EXPENSES:					1,000.00	
25-53410-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	N38062	MARKING PAINT	06/01/2021	34.32	06/04/2021
Total 25-53410-400 MATERIALS:					34.32	
25-53420-483 LANDSCAPING						
280	LIESENER SOILS INC.	0192423	SOIL	06/08/2021	940.00	06/11/2021
4888	CARLIN SALES	300391	SEED	06/03/2021	279.26	06/04/2021
Total 25-53420-483 LANDSCAPING:					1,219.26	
25-53800-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	5713	VILLAGE ATTORNEY	06/15/2021	757.00	06/18/2021
Total 25-53800-210 CONTRACT SERVICES:					757.00	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	136384	GIS DATA MAINT	06/08/2021	483.50	06/11/2021
Total 25-53800-233 GIS MAINTENANCE:					483.50	
25-91500-835 STORM SEWER SYSTEM (MISC)						
5986	WSO GRADING & EXCAVATING	4108	INSTALL PIPE	06/08/2021	2,200.00	06/11/2021

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5986	WSO GRADING & EXCAVATING	4114	DAPHNE RD	06/15/2021	300.00	06/18/2021
Total 25-91500-835 STORM SEWER SYSTEM (MISC):					2,500.00	
40-91500-801 STREET RESURFACING						
1073	WI DEPT. OF TRANSPORTATIO	3950000219742	DESIGN	06/08/2021	301.67	06/11/2021
Total 40-91500-801 STREET RESURFACING:					301.67	
40-91600-800 STORMWATER ROAD PROJECT						
1015	BRIDGETOWER OPCO, LLC	745068451	BIDS/CONSTRUCTION	06/04/2021	340.99	06/11/2021
2824	MAREK LANDSCAPING	4872	UTILITY RECONSTRUCTION	06/15/2021	8,046.45	06/18/2021
Total 40-91600-800 STORMWATER ROAD PROJECT:					8,387.44	
40-91600-833 TREE REPLACEMENT						
5933	WACHTEL TREE SCIENCE & SE	82450	EAB	06/01/2021	2,145.00	06/04/2021
Total 40-91600-833 TREE REPLACEMENT:					2,145.00	
50-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	136384	GIS DATA MAINT	06/08/2021	562.50	06/11/2021
Total 50-53100-233 GIS MAINTENANCE:					562.50	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	62	MONTHLY	06/01/2021	20,946.20	06/04/2021
Total 50-81000-601 SOURCE OF WATER SUPPLY:					20,946.20	
50-81000-641 OPERATIONS SUPPLY AND EXPENSE						
1074	MATHESON TRI-GAS, INC	0023547045	CARBON DIOXIDE	05/11/2021	58.40	06/18/2021
Total 50-81000-641 OPERATIONS SUPPLY AND EXPENSE:					58.40	
50-81000-651 MAINTENANCE OF MAINS						
280	LIESENER SOILS INC.	0192423	SOIL	06/08/2021	940.00	06/11/2021
281	LINCOLN CONTRACTORS SUP	N38062	MARKING PAINT	08/01/2021	34.32	06/04/2021
327	MENARD'S - MILWAUKEE	32115	WATER DEPT	06/08/2021	23.95	06/11/2021
458	SHERWIN INDUSTRIES, INC.	SC046935	FIBER BULK	06/22/2021	412.30	06/24/2021
474	CORE & MAIN LP	O102738	PARTS	06/01/2021	44.49	06/04/2021
474	CORE & MAIN LP	O230966	PARTS	06/01/2021	401.16	06/04/2021
474	CORE & MAIN LP	O231961	ARGONS REPAIR TOP	06/03/2021	631.50	06/18/2021
1017	CERTIFIED PRODUCTS II LLC	05/31/2021	WATER DEPT	06/22/2021	552.00	06/24/2021
2241	ITU ABSORB TECH, INC	7702576	WATER DEPT	06/07/2021	8.47	06/11/2021
2241	ITU ABSORB TECH, INC	7706937	WATER	06/07/2021	45.67	06/11/2021
4332	DORNER COMPANY	157531-IN	MISC PARTS	06/01/2021	1,497.00	06/04/2021
5920	AMERICAN ASPHALT MATERIAL	59023	ASPHALT	06/22/2021	1,448.54	06/24/2021
101806	USA BLUEBOOK	593338	PARTS	06/01/2021	620.85	06/04/2021
101806	USA BLUEBOOK	601100	PARTS	06/01/2021	593.81	06/04/2021
Total 50-81000-651 MAINTENANCE OF MAINS:					7,254.06	
50-81000-653 MAINTENANCE OF METERS						
502	VILLAGE HARDWARE - VH	208584/1	WATER DEPT	06/09/2021	6.83	06/18/2021
Total 50-81000-653 MAINTENANCE OF METERS:					6.83	

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50-81000-800 CAPITAL OUTLAY						
535	MUNICIPAL LAW & LITIGATION	5713	VILLAGE ATTORNEY	06/15/2021	717.80	06/18/2021
Total 50-81000-800 CAPITAL OUTLAY:					717.80	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	06/09/21	FILTER UPGRADE	06/15/2021	10,505.59	06/18/2021
378	NORTH SHORE WATER COMMI	06/09/21 IT IMPRO	IT IMPROVEMENTS	06/15/2021	637.00	06/18/2021
378	NORTH SHORE WATER COMMI	06/09/21 RESEVOI	RESERVOIR UPGRADE	06/15/2021	3,617.93	06/18/2021
378	NORTH SHORE WATER COMMI	06/09/21 VIDEO SU	VIDEO SURVEILLANCE	06/15/2021	332.35	06/18/2021
Total 50-81000-844 NSWC CAPITAL PROJECTS:					15,092.87	
50-81000-903 SUPPLIES AND EXPENSE						
5033	OFFICE DEPOT -US COMMUNIT	173787799001	37360205-WATER	06/15/2021	67.74	06/18/2021
Total 50-81000-903 SUPPLIES AND EXPENSE:					67.74	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
5033	OFFICE DEPOT -US COMMUNIT	1775384280001	37360205-WATER	06/24/2021	26.38	06/24/2021
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					26.38	
50-81000-930 MISC GENERAL EXPENSE						
2385	WISCONSIN RURAL WATER AS	S4718	SYSTEM MEMBERSHIP RENEW	06/01/2021	520.00	06/04/2021
Total 50-81000-930 MISC GENERAL EXPENSE:					520.00	
70-12100 TAXES RECEIVABLES						
119	LEEVAN, DAVID OR YAKRIA	24912	OVERPAYMENT TAXES	06/15/2021	53.72	06/18/2021
120	GUTTERMAN, DAVID OR ELIZA	25033	OVERPAYMENT TAXES	06/03/2021	2.00	06/18/2021
289	BOLTON, TODD OR LAURA	1496/25054	OVERPAYMENT TAXES	06/15/2021	1.90	06/18/2021
816	EVANS, BRADFORD A	25041	OVERPAYMENT	06/04/2021	3,102.76	06/18/2021
1025	BRIAN CICCIO	18215	OVERPAYMENT TAXES	06/15/2021	1,958.54	06/18/2021
Total 70-12100 TAXES RECEIVABLES:					5,118.92	
Grand Totals:					427,401.98	

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Date Approved: _____

Village Manager: _____

Village Board: _____

Municipal LAW

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

DALE W. ARENZ - Retired
DONALD S. MOLTER, Jr. - Retired
JOHN P. MACY
H. STANLEY RIFFLE - Court Commissioner
ERIC J. LARSON
REMZY D. BITAR

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262) 548-1340
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LUCAS C. LOGIC

STEPHEN J. CENTINARIO, JR.
MICHAEL J. MORSE
JAMES P. WALSH

June 24, 2021

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

**Re: Village of Fox Point
Snowplowing Private Roads**

Dear Mr. Botcher:

I received your request that I outline a process the Village can follow to begin to contract their snowplowing services for private roads. I have had an opportunity to carefully consider this matter.

Please find my recommended outline, draft contract, and cover letter for the homeowners along with the following comments, questions, concerns and recommendations in this regard:

1. Background. The Village of Fox Point has plowed private roads in the Village in past years, free of charge to the residents who live on the relevant streets. There are no contracts or any other agreements that exist between the Village and these residents. The Village is now rethinking this practice, and is looking into the validity of stopping the services, or continuing the services under a contract with the affected residents.
2. Legal Issues of Plowing Private Roads. Wisconsin statutes allow for municipalities to remove snow from private roads and driveways. Wis. Stat. §86.105 states the following:

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

The reading of §86.105 makes clear that in order to remove snow from private roads or driveways, the municipality has to enter into a contract.

3. League of Wisconsin Municipalities Guidance. The League of Wisconsin Municipalities has provided guidance to municipalities relating to this exact issue.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Scott Botcher
June 21, 2021
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Under "Powers of Municipalities FAQ 12" the League has addressed this question of whether municipalities can plow snow from private streets or driveways. In their opinion, municipalities can enter into contracts for plowing private roads only if all three of the following conditions exist: 1) such work is necessary to provide ingress and egress to the public highway from the private property; 2) the contract sets forth a fee schedule for the work to be performed and requires repayment of the fee; and 3) there are no private persons in the municipality willing and capable of performing such work.

The biggest issue municipalities faced with this guidance was the third condition, there being no other private persons will and capable of performing such work. The League's guidance relied heavily upon an Attorney General's Opinion from 1978 that laid out these conditions as well as *Heimerl v. Ozaukee County*, 256 Wis. 151 (1948) that invalidated a statute closely related to Wis. Stat. §86.105.

4. Recent Caselaw. The League's guidance was last revised in January of 2014. Since that time, there has been a Wisconsin Court of Appeals decision that casts doubt upon that guidance. In an unpublished decision, the Wisconsin Court of Appeals contemplated in *Samz v. Town of Argonne* Wis. Stat. §86.105, the League's guidance in FAQ 12, the Attorney General's Opinion from 1948, and the public purpose doctrine.

The Town of Argonne had longstanding contracts with some of its residents to plow their private roads, until private companies challenged the validity of these contracts under the public purpose doctrine and the third condition of the Attorney General's Opinion.

The court in their opinion specifically mentions the League's legal opinion and FAQ, and states how it is incorrect because it is outdated and does not use the liberal interpretation of the public purpose doctrine from *Town of Beloit v. County of Rock*, 259 Wis.2d 37 (2003). The liberal interpretation of the doctrine says that it will be determined there is no public purpose when the purpose is arbitrary or unreasonable. Further, the court determined that removing snow does provide benefit to the public because it prevents the hazard of vehicles getting stuck in their driveways.

The *Samz* case is a narrow reading of Wis. Stat. §86.105, and provides an exception in to the third condition laid out by the League. The important takeaway here is that Argonne still had a contract with the private citizens, it provided ingress and egress to public highways, and although there were private companies available to do the work, there was a public purpose. The court also rejected the argument that there can be no public benefit where a private entity could provide the same service as the municipality. This allows for municipalities to complete services such as snowplowing private roads, even if there are private entities available to do the same job, as long as there is a public purpose.

The Village would be able to show there is a public purpose to their snowplowing contract. First, in the same way as *Samz*, this would be a public purpose because it would stop cars from getting stuck on roads. Second, and more

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Scott Botcher
June 21, 2021
Page 3

importantly, the Village could show they are serving a public purpose by clearing the standpipes and fire hydrants, which need to be clear in case of emergency.

5. Recommendation and Accompanying Documents. The Village will be able to move forward with contracting with citizens on private roads to plow their roads, if so inclined as a policy matter. I have attached a draft of a potential contract and cover letter the Village could provide to the relevant citizens. These should first go to the Village Board for review and approval before they are sent out.

I tried to keep both of these documents simple and straightforward. I do not believe there needs to be anything complex with the contract, rather I wanted to only put the burden on the Village to plow the roads when needed, and clear the way for the fire hydrants and standpipes. I set up a simple pay schedule for the citizens to be billed each time snowplowing occurs, and to make payment to the Village Clerk.

The cover letter just spells out what the effect of the contract is, and puts a time deadline of when the citizens must respond by. I also made it clear in the cover letter that if all of the citizens on the private road do not return the contract, they will be on their own for plowing of the roads, including clearing the fire hydrants and standpipes. Even if these citizens do not sign the contract, they are still required to plow roads for public safety and emergency reasons.

The Village will have to decide how much it will charge the households for the plowing services. The Village also will have to decide how often the streets will be plowed. These are policy issues that I did not define in the contract, but wanted to bring to your attention.

If you should have any questions or concerns regarding this matter, please do not hesitate to contact me.

Very truly yours,
MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/BTC/em
Enclosures

cc: Scott Brandmeier, DPW Director
Kelly Meyer, Village Clerk

Snowplowing Agreement

Document Number

Document Title

THIS AGREEMENT is by and between Village of Fox Point (hereinafter called VILLAGE) and the undersigned homeowners on private roads in the Village (hereinafter called HOMEOWNERS).

VILLAGE and HOMEOWNERS, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. - WORK

1.01 The VILLAGE will provide snowplowing services to the HOMEOWNERS on their private road when necessary, during the winter season. The snowplowing will be done to clear the roads, standpipes, and hydrants on the roads. This will allow the Village to access the roads and hydrants in cases of emergency. The snow plowing will be done solely to the satisfaction of the VILLAGE and no assurance is provided the roads will be completely clear of snow and ice.

ARTICLE 2. - CONTRACT TIMES

2.01 Term. The Work will commence the first-time plowing is necessary in the 2021-2022 winter season. The Work will continue through May 31, 2022. This Agreement shall then automatically renew year to year unless terminated in writing by any party as follows.

2.02 Termination. Any one of the HOMEOWNERS or the VILLAGE may terminate this Agreement upon written notice to the other parties, to take effect thirty (30) days following the date notice is properly served. Notice is properly served by personal service, or by U.S. Mail, postage pre-paid, to the HOMEOWNERS at the property addresses served by the private road that is the subject of this Agreement, and to the VILLAGE c/o Village Manager, 7200 N. Santa Monica Blvd., Fox Point, WI 53217.

ARTICLE 3. - PAYMENT PROCEDURES

3.01 Submittal and Processing of Payments

A. Each of the HOMEOWNERS shall pay an amount of \$_____ to the Village Clerk each time snowplowing services are completed by VILLAGE, within 30 days of any month in which services are provided.

B. Such fees constitute a special charge for services, as described in Section 66.0627, Wisconsin Statutes. Failure to make full payment when required shall be a lien of the affected property and included in the current or next tax roll as described in Section 66.0627(4), Wisconsin Statutes.

ARTICLE 4. - MISCELLANEOUS

4.01 Indemnification and Insurance: In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the HOMEOWNERS shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the VILLAGE, its officers, agents, employees and independent HOMEOWNERS growing out of this Agreement by any party or parties. The HOMEOWNERS shall also name as additional insureds on its general liability

Recording Area

Name and Return Address:

Eric J. Larson
Municipal Law & Litigation Group, S.C.
730 N. Grand Ave
Waukesha, WI 53186

Tax Identification Number:
(See attached Exhibit A)

insurance the VILLAGE, its officers, agents, employees and any independent HOMEOWNERS hired by the VILLAGE to perform services as to the Work and give the VILLAGE evidence of the same upon request by the VILLAGE. This indemnification does not constitute a waiver of any of the provisions of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability.

4.02 Execution in Counterparts. This Agreement may be signed in any number of original counterparts. All counterparts will constitute one and the same Agreement.

4.03 Severability. Any provision or part of this Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon VILLAGE and HOMEOWNERS, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, VILLAGE, and HOMEOWNERS have signed 1 copy of this Agreement, Counterparts of each have been delivered to VILLAGE and HOMEOWNERS.

This Agreement will be effective on date of this document and all of its counterparts being fully executed and delivered to the VILLAGE for their signature and signed by the Village (which is the Effective Date of the Agreement).

(Signatures on following pages)

Dated this ____ day of _____, 20__

HOMEOWNER (property address)

(signature)

(print name)

STATE OF WISCONSIN

)

) ss.

COUNTY OF MILWAUKEE

)

Personally came before me on this _____ day of _____, 20_____, the above-named
_____ executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI

Print Name: _____

My Commission Expires: _____

Dated this ____ day of _____, 20__

HOMEOWNER (property address)

(signature)

(print name)

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.

Personally came before me on this _____ day of _____, 20_____, the above-named
_____ executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
My Commission Expires: _____

Dated this ____ day of _____, 20__

HOMEOWNER (property address)

(signature)

(print name)

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.

Personally came before me on this _____ day of _____, 20_____, the above-named
_____ executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
My Commission Expires: _____

Exhibit A
(List of all affected properties)

Good morning,

Enclosed please find a contract for snowplowing services between yourself (the Homeowner) and the Village of Fox Point. In the past, Fox Point has provided snowplowing services on your private road for free, but that will no longer be the case. Wis. Stats. §86.105 states “the governing body of any county, town, city or village may enter into contracts to remove snow from private roads and driveways.” Due to this fact, the Village will now be requiring residents to enter into contracts with the Village for snowplowing services.

This contract provides that each time it is necessary, the Village will send their snowplows to your private road to clear the roads, in front of the fire hydrants, and the standpipes. This is necessary to allow emergency vehicles access to the roads and fire hydrants, in case of any emergency.

We will need ALL homeowners on your private road to sign this contract by _____, 2021, to provide the Village with ample notice of your intentions. The Village will only provide the service if all Homeowners on your road sign the enclosed contract by the above date. If you or others do not sign the enclosed, snowplowing services are still needed for your road. As mentioned, emergency vehicles need to be able to access your road, fire hydrants, and standpipes. In the event everyone on the private road does not sign the contract, the burden will be on the homeowners to ensure their roads are cleared during the winter season. We will inform you whether or not your services will be completed by the Village.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,
VILLAGE OF FOX POINT

Scott Botcher, Village Manager

Municipal LAW

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

DALE W. ARENZ - Retired
DONALD S. MOLTER, Jr. - Retired
JOHN P. MACY
H. STANLEY RIFFLE - Court Commissioner
ERIC J. LARSON
REMZY D. BITAR

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262) 548-1340
Direct (262) 806-0212
Facsimile (262) 548-9211
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PAUL E. ALEXY
MATTEO REGINATO
LUKE A. MARTELL
SAMANTHA R. SCHMID
CHRISTOPHER R. SCHULTZ
ANTHONY J. GARCIA
SADIE R. ZURFLUH
LUCAS C. LOGIC

STEPHEN J. CENTINARIO, JR.
MICHAEL J. MORSE
JAMES P. WALSH

June 23, 2021

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

**Re: An Ordinance to Create Section 19-32 D. Entitled “Hybrid Meetings” and
Section 19-32 E. Entitled “Virtual Meetings” Related to the Hybrid and
Virtual Meeting Models of the Village of Fox Point Village Board,
Commissions and Committees
First Draft**

Dear Mr. Botcher:

I received your request that I draft an ordinance to allow Village Board, Committee, and Commission members to attend meetings remotely, creating a hybrid meeting. I have had an opportunity to carefully consider this matter.

Enclosed please the draft ordinance along with the following comments, questions, concerns and recommendations in this regard:

1. I described this broadly to easily allow for remote attendance. It will be a policy matter for the Village to determine whether this is too broad, and if so what circumstances they will allow remote attendance and participation.
2. I was unsure if the Board wants to continue the option for a fully virtual meeting. I included this option at this time, but if the Village only wants to create a hybrid format, rather than fully virtual, I can remove this subsection.

If you should have any questions or concerns regarding this matter, please do not hesitate to contact me.

Very truly yours,
MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL:em
Enclosure
cc: Kelly Meyer, Village Clerk

MUNICIPAL LAW & LITIGATION GROUP, S.C.
ARENZ, MOLTER, MACY, RIFFLE, LARSON & BITAR

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

AN ORDINANCE TO CREATE SECTION 19-32 D. ENTITLED "HYBRID MEETINGS" AND SECTION 19-32 E. ENTITLED "VIRTUAL MEETINGS" RELATED TO THE HYBRID AND VIRTUAL MEETING MODELS OF THE VILLAGE OF FOX POINT VILLAGE BOARD, COMMISSIONS AND COMMITTEES

WHEREAS, during the COVID-19 pandemic, meetings of the Village Boards, Commissions, and Committees were attended in a remote manner from time to time; and

WHEREAS, on May 21, 2020 Village President Douglas Frazer issued Proclamation No. 3 relating to the COVID-19 Pandemic and Municipal Emergency that allowed for remote attendance and virtual meetings; and

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

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

WHEREAS, the Village hopes to continue to allow members of relevant boards, committees, and commissions, as well as the public to attend meetings in a virtual manner while also returning to an in-person format; and

WHEREAS, allowing for a hybrid model of attendance both in-person and in a remote manner will allow for the greatest amount of participation among the Village staff and officials, as well as the interested public.

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

SECTION 1: Chapter 19 of the Village of Fox Point Village Code entitled "Boards, Commissions and Committee," Section 19-32 entitled "Conduct of Meetings," subsection D. entitled "Hybrid Meetings" is hereby enacted as follows:

D. Hybrid Meetings.

- (1) Remote Attendance by Members. When a meeting is held in-person, any one or more members of the applicable board, commission or committee may attend the applicable governing body meeting by telephone or other electronic means, subject to the following. A governing body member seeking to attend remotely shall inform the presiding officer and Village Manager at least 48 hours in advance of their expected remote attendance. Governing body members attending remotely shall have all powers of participation, including

being counted in the quorum and having the opportunity to vote subject to the following. Such attendance is only permitted if the technology is sufficient to allow the remote member to hear the proceedings, and to be heard in the meeting room. If visual information is presented at the meeting, the technology must allow the remote attendee to view what is presented or the remote attendee shall be prohibited from voting on the matter, as determined by the chair. No assurance is provided to any governing body member who attempts to attend remotely that the technology will perform sufficiently to allow for their participation.

- (2) Remote Attendance by the Public. All in-person meetings of Village boards, commissions, or committees shall include a remote option for the general public when practicable as determined by the chair of the governing body. In such cases, access to the virtual meeting platform and information about remote access to the meeting will be provided to citizens in a timely manner as part of the meeting agenda notice. No assurance is provided to the public that the technology will perform sufficiently to allow for their participation.

SECTION 2: Chapter 19 of the Village of Fox Point Code entitled "Boards, Commissions and Committee," Section 19-32 entitled "Conduct of Meetings," subsection E. entitled "Virtual Meetings" is hereby enacted as follows:

E. Virtual Meetings.

- (1) Attendance by Members. Upon direction of the chair of a Village board, commission or committee on a case-by-case basis, such governing body may conduct an entirely virtual meeting, as described herein. Governing body members attending virtually shall have all powers of participation, including being counted in the quorum and the opportunity to vote subject to the following. If visual information is presented at the meeting, the technology must allow the remote attendees to view what is presented or the remote attendees shall be prohibited from voting on the matter, as determined by the chair.
- (2) Virtual Attendance by the Public. In the event of meetings held entirely by virtual means, the public shall be given access to the virtual meeting platform and information about remote access to the meeting shall be provided to citizens in a timely manner as part of the meeting agenda notice. Best efforts shall be used to ensure that members of the public lacking access to the virtual meeting platform are provided alternative reasonable methods to attend. No assurance is provided that the technology will perform sufficiently to allow for their participation.

SECTION 3: SEVERABILITY.

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

SECTION 4: EFFECTIVE DATE.

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

Dated this _____ day of _____, 2021.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

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

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. _____

**RESOLUTION AWARDING THE SALE
OF \$3,175,000 GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2021**

WHEREAS, the Village of Fox Point, Milwaukee County, Wisconsin (the “Village”) is in need of funds aggregating \$3,175,000 for the following public purposes:

- (a) Street improvements and reconstruction projects, storm water projects, acquisition of equipment and vehicles, tree replacement, capital projects for police/dispatch, fire and library services, water project costs for the Santa Monica project, and other capital projects and improvements; and
- (b) Professional and financing fees (collectively, the “Public Purpose”); and

WHEREAS, for the purpose of providing funds for the Public Purpose, the Village has determined that it is necessary and desirable to authorize and sell its \$3,175,000 Village of Fox Point, Milwaukee County, Wisconsin General Obligation Promissory Notes, Series 2021 (the “Notes”); and

WHEREAS, pursuant to an Initial Resolution adopted by the Village Board on May 11, 2021, the Village administration (in consultation with the Village’s financial advisor, Robert W. Baird & Co. Incorporated) caused an Official Notice of Sale to be distributed offering the Notes for public sale on July 13, 2021; and

WHEREAS, pursuant to Chapter 67.12(12) of the Wisconsin Statutes, as amended, the Village is authorized to issue general obligation promissory notes of the Village for the Public Purpose; and

WHEREAS, it has been determined that the bid proposal submitted by _____ (the “Purchaser”) fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Village. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY THAT:

Section 1. Award of the Notes. The bid proposal of the Purchaser is hereby accepted, said proposal offering to purchase the Notes, for the sum of \$_____ (\$3,175,000.00 par amount of Notes, plus reoffering premium of \$_____, less underwriter’s discount of \$_____). The Notes mature and bear interest as follows:

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
April 1, 2022	\$205,000	
April 1, 2023	140,000	
April 1, 2024	265,000	
April 1, 2025	270,000	
April 1, 2026	365,000	
April 1, 2027	370,000	
April 1, 2028	375,000	
April 1, 2029	385,000	
April 1, 2030	395,000	
April 1, 2031	405,000	

The Village President and Village Clerk are authorized and directed to do any and all acts necessary to conclude delivery of the Notes to the Purchaser, as soon after adoption of this Resolution as is convenient.

Section 2. Designation of Purchaser as Agent; Approval of Official Statement. The preparation of the Preliminary Official Statement dated June 25, 2021 and the Final Official Statement are hereby approved. The Preliminary Official Statement is “deemed final” as of its date, except for omissions or subsequent modifications permitted under Rule 15c2-12 of the Securities and Exchange Commission. The Village President and the Village Clerk are authorized and directed to do any and all acts necessary to conclude delivery of the Notes to the Purchaser, as soon after adoption of this Resolution as is convenient.

The Village hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Notes to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 3. Terms of the Notes. The Notes shall be designated “General Obligation Promissory Notes, Series 2021;” shall be dated August 2, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; and shall mature serially on April 1 of each year, in the years and principal amounts as set forth above. Interest is payable semi-annually on April 1 and October 1 of each year, commencing on April 1, 2022.

Section 4. Optional Redemption. At the option of the Village, Notes maturing on April 1, 2029 and thereafter are subject to call and prior redemption on April 1, 2028, and on any date thereafter, in whole or in part, and if in part, from maturities selected by the Village, and by lot within each maturity, at par plus accrued interest to the date of redemption.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village

are hereby irrevocably pledged and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years and amounts as follows:

- (a) Levy for the year 2021 in the amount of \$_____, being the sum of:
\$205,000.00 for principal due on April 1, 2022;
\$_____ for interest due on April 1, 2022; and
\$_____ for interest due on October 1, 2022.
- (b) Levy for the year 2022 in the amount of \$_____, being the sum of:
\$140,000.00 for principal due on April 1, 2023;
\$_____ for interest due on April 1, 2023; and
\$_____ for interest due on October 1, 2023.
- (c) Levy for the year 2023 in the amount of \$_____, being the sum of:
\$265,000.00 for principal due on April 1, 2024;
\$_____ for interest due on April 1, 2024; and
\$_____ for interest due on October 1, 2024.
- (d) Levy for the year 2024 in the amount of \$_____, being the sum of:
\$270,000.00 for principal due on April 1, 2025;
\$_____ for interest due on April 1, 2025; and
\$_____ for interest due on October 1, 2025.
- (e) Levy for the year 2025 in the amount of \$_____, being the sum of:
\$365,000.00 for principal due on April 1, 2026;
\$_____ for interest due on April 1, 2026; and
\$_____ for interest due on October 1, 2026.
- (f) Levy for the year 2026 in the amount of \$_____, being the sum of:
\$370,000.00 for principal due on April 1, 2027;
\$_____ for interest due on April 1, 2027; and
\$_____ for interest due on October 1, 2027.
- (g) Levy for the year 2027 in the amount of \$_____, being the sum of:
\$375,000.00 for principal due on April 1, 2028;
\$_____ for interest due on April 1, 2028; and
\$_____ for interest due on October 1, 2028.
- (h) Levy for the year 2028 in the amount of \$_____, being the sum of:
\$385,000.00 for principal due on April 1, 2029;
\$_____ for interest due on April 1, 2029; and
\$_____ for interest due on October 1, 2029.

- (i) Levy for the year 2029 in the amount of \$_____, being the sum of:
- \$395,000.00 for principal due on April 1, 2030;
\$_____ for interest due on April 1, 2030; and
\$_____ for interest due on October 1, 2030.
- (j) Levy for the year 2030 in the amount of \$_____, being the sum of:
- \$405,000.00 for principal due on April 1, 2031; and
\$_____ for interest due on April 1, 2031.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village levied in said years are collected. So long as any part of the principal of or interest on the Notes remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein.

Section 7. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated "Debt Service Fund Account for \$3,175,000 Village of Fox Point General Obligation Promissory Notes, Series 2021 dated August 2, 2021." There shall be deposited in said fund account any premium plus accrued interest paid on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and disbursed solely for the purposes for which borrowed or for the payment of the principal of and interest on the Notes.

Section 9. Arbitrage Covenant. The Village shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Notes (the "Closing"), would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Note Proceeds may be temporarily invested in legal investments until needed; provided, however, that the Village hereby covenants and agrees that so long as the Notes remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Notes, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of the Code or Regulations.

The Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide an appropriate certificate of the Village, for inclusion in the transcript of

proceedings, setting forth the reasonable expectations of the Village regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants. The Village hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Notes) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the Village as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Village to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

In accordance with Section 148(f)(4)(D) of the Code, the Village covenants that it is a governmental unit with general taxing powers; that the Notes are not "private activity bonds" as defined in Section 141 of the Code and that ninety-five percent (95%) or more of the net proceeds of the Notes are to be used for local governmental activities of the Village. The Village covenants that it will take all necessary steps to comply with rebate requirements of the Code.

Section 11. Persons Treated as Owners; Transfer of Notes. The Paying Agent (as defined in Section 19) shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner by surrender of the Note at the office of the Paying Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Paying Agent shall deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Paying Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Paying Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the Village President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Notes. Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village maintained by the Paying Agent at the close of business on the corresponding record date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village has heretofore agreed to the applicable provisions set forth in

the DTC Blanket Issuer Letter of Representation previously filed with DTC on behalf of the Village. The Notes will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Village's relationship with DTC is terminated, the Village may appoint another securities depository to maintain the Book-Entry System.

Section 13. Defeasance. When all Notes have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Village may discharge all Notes due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Notes should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The Village, at its option, may also discharge all Notes called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The Village, at its option, may also discharge all Notes of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Notes to its maturity or, at the Village's option, if said Note is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Note at maturity, or at the Village's option, if said Note is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Notes on such date has been duly given or provided for.

Section 14. Execution of the Notes. The Notes shall be issued in typewritten form, one Note for each maturity, executed on behalf of the Village by the manual or facsimile signatures of the Village President and Village Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 15. Designation of Notes. The Village hereby designates the Notes to be "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation the Village Clerk or other officer of the Village charged with the responsibility for issuing the Notes shall provide an appropriate certificate of the Village all as of the Closing.

Section 16. Continuing Disclosure. The Village covenants and agrees, for the benefit of the holders of the Notes, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the holders of the Notes or by the original purchaser(s) of the Notes on behalf of such holders (provided that the rights of the holders and the purchaser(s) to enforce the Undertaking shall be limited to a right to obtain specific enforcement of the obligations

thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

The Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Agreement for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions or other actions of the Village or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Section 18. Bond Insurance. If the purchaser of the Notes obtains municipal bond insurance with respect to the Notes, the Village President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Village President and Village Clerk, including provisions regarding restrictions on investment of Note Proceeds, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given and information to be provided to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Appointment of Paying Agent; Fiscal Agency Agreement. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association (the "Paying Agent") which is hereby appointed as the Village's registrar, fiscal agent, and paying agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes. The Fiscal Agency Agreement between the Village and the Paying Agent in substantially in the form attached hereto as Exhibit D is hereby approved, and the Village shall pay such fees and expenses of the Paying Agent set forth in the Fiscal Agency Agreement. The Village President and Village Clerk are authorized to execute the Fiscal Agency Agreement.

Section 20. Section 893.77 Notice. Notice of sale of the Notes, in the form attached hereto as Exhibit C, shall be published in the official newspaper of the Village as a class I notice under Chapter 985 of the Wisconsin Statutes or posted pursuant to the Village's procedures for posting notices.

Adopted this 13th day of July, 2021.

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk

CERTIFICATION

I, Kelly A. Meyer, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting Village Clerk of the Village of Fox Point, in the County of Milwaukee, State of Wisconsin (the "Village"), and as such I have in my possession, or have access to, the complete corporate records of said Village; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; that said transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a Resolution entitled:

RESOLUTION NO. _____

RESOLUTION AWARDING THE SALE OF \$3,175,000
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2021

I do hereby further depose and certify as follows:

1. Said resolution was considered for adoption by the Village Board at a _____ (*insert regular or special*) meeting held at 7200 North Santa Monica Boulevard, Fox Point, Wisconsin at ____ p.m. on July 13, 2021. Said meeting of the Village was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes.

2. Said resolution was on the agenda for said meeting and public notice thereof was given not less than 24 hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the Village Hall and the Village's website.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll I noted and recorded that the following trustees were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following trustees were absent:

_____	_____
-------	-------

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said resolution which was introduced and its adoption was moved by Trustee _____, and seconded by Trustee _____. Following discussion and after all trustees who desired to do so had expressed their views for or against said resolution, the question was called and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

NAY:

ABSTAINED:

Whereupon the chairperson of the meeting declared said resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Village hereto on this 13th day of July, 2021.

**VILLAGE OF FOX POINT,
MILWAUKEE COUNTY, WISCONSIN**

[SEAL]

By: _____
Kelly A. Meyer, Village Clerk

EXHIBIT A

BID FORM

[SEE ATTACHED]

EXHIBIT B

FORM OF NOTE

REGISTERED	UNITED STATES OF AMERICA	REGISTERED
No. R-____	STATE OF WISCONSIN	\$_____
	MILWAUKEE COUNTY	
	VILLAGE OF FOX POINT	
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2021		

<u>Maturity Date</u>	<u>Dated Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
April 1, _____	August 2, 2021	_____%	_____

REGISTERED OWNER: CEDE & CO.

KNOW ALL MEN BY THESE PRESENTS that the Village of Fox Point, Milwaukee County, Wisconsin (the "Village") hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of _____ DOLLARS (\$_____) on the maturity date identified above, together with interest thereon from the Dated Date, or the most recent payment date to which interest has been paid, at the rate of _____% per annum, calculated on the basis of a 360 day year made up of twelve 30 day months, such interest being payable semiannually on each April 1 and October 1, commencing on April 1, 2022, and thereafter at maturity.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. Prepayment of any principal hereunder shall be noted on the margin of this Note. On the maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the principal office of Associated Trust Company, National Association, the fiscal agent appointed by the Village pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Paying Agent"). Interest hereon shall be paid by wire transfer to the Depository in whose name this Note is registered on the note register maintained by the Paying Agent at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

Notes maturing on April 1, 2029 and thereafter are subject to call and prior redemption on April 1, 2028, and on any date thereafter, in whole or in part, from maturities selected by the Village, and by lot within each maturity, at par plus accrued interest to the date of redemption.

Notice of the call for any redemption of Notes prior to maturity shall be given by mailing a copy of the redemption notice by First Class Mail, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the Owner of each Note to be redeemed at the address shown on the note register; provided, however, that failure to give any such notice as aforesaid, or any defect therein with respect to any particular Note shall not affect the validity of any proceedings for the redemption of any other Note.

Each redemption notice shall (i) identify the particular Note, publication date, redemption date, redemption agent name and address, date of issue, interest rate, maturity date, and other descriptive information, if any that accurately identifies the particular Notes called for redemption, (ii) identify the provisions pursuant to which the Notes are being redeemed, (iii) identify the place of payment, (iv) state the applicable redemption price, including the premium, if any, and (v) state that interest on the Notes or portions thereof thus called for redemption will cease to accrue from and after the redemption date specified therein.

As long as the Notes are in book entry form, the Notes are payable as to principal by wire transfer to the Depository or its nominee upon their presentation and surrender to the Paying Agent. Payment of each installment of interest shall be made by wire transfer to the Depository or its nominee shown in the registration books on the Record Date on the payment date in lawful money of the United States of America by the Paying Agent. The Paying Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the Record Date, or (iii) with respect to any particular Notes, after such Note has been called for redemption. With respect to (iii) above, in the event that less than all of the principal amount of a specific interest rate is redeemed, the Village shall execute and the Paying Agent shall issue a new Note in the principal amount outstanding after redemption on the redemption date.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Paying Agent, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Paying Agent, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Notes shall be issued to the transferee in exchange therefor. The Village may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully registered note, without coupons.

This Note has been designated by the Village as a “qualified tax-exempt obligation” for purposes of Section 265 of the Internal Revenue Code, as amended.

This Note is issued for the public purpose of paying the following costs:

- (a) Street improvements and reconstruction projects, storm water projects, acquisition of equipment and vehicles, tree replacement, capital projects for police/dispatch, fire and library services, water project costs for the Santa Monica project, and other capital projects and improvements; and
- (b) Professional and financing fees;

and is authorized pursuant to Chapter 67 of the Wisconsin Statutes and a resolution adopted by the Village Board on July 13, 2021, entitled, “Resolution Awarding the Sale of \$3,175,000 General Obligation Promissory Notes, Series 2021.”

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Village from the levy of a non repealable, direct annual tax

has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Note.

IN WITNESS WHEREOF, the Village of Fox Point, Wisconsin, has caused this Note to be signed by the signatures of its Village President and its Village Clerk, and its corporate seal (or a true facsimile thereof) to be impressed (or imprinted) hereon, all as of the date of original issue specified above.

**VILLAGE OF FOX POINT,
MILWAUKEE COUNTY, WISCONSIN**

[SEAL]

By: _____
Douglas H. Frazer, Village President

By: _____
Kelly A. Meyer, Village Clerk

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address,
including zip code, of Assignee)

(Please print or typewrite name and address,
other identifying number of Assignee)

the within Note and all rights thereunder, hereby irrevocably constituting and appointing

(Please print or typewrite name of Attorney)

Attorney to transfer said Note on the books kept for the registration thereof with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment
must correspond with the name as it appears
upon the face of the within Note in every
particular without alteration or enlargement or
any change whatever.

Signature(s) guaranteed by:

EXHIBIT C

NOTICE TO THE ELECTORS

On July 13, 2021, a resolution was offered, read, approved and adopted whereby the Village of Fox Point, Wisconsin authorized the issuance and sale of its General Obligation Promissory Notes, Series 2021 in an amount not to exceed \$3,175,000 (the "Notes"). The closing of this note sale was held on August 2, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said Notes is on file and may be examined in the office of the Village Clerk, 7200 North Santa Monica Boulevard, Fox Point, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Kelly A. Meyer, Village Clerk
VILLAGE OF FOX POINT, WISCONSIN

EXHIBIT D

FISCAL AGENCY AGREEMENT

[SEE ATTACHED]

\$3,175,000
Village of Fox Point
Milwaukee County, Wisconsin
General Obligation Promissory Notes, Series 2021

FISCAL AGENCY AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of August 2021, by and between Village of Fox Point, Milwaukee County, Wisconsin (the “Village”), and Associated Trust Company, National Association (the “Agent”).

WITNESSETH:

WHEREAS, the Village has authorized the borrowing of the sum of THREE MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$3,175,000) pursuant to Section 67.12(12), Wisconsin Statutes, and resolutions adopted by the Village Board on May 11, 2021 and July 13, 2021 and has authorized the issuance and sale of \$3,175,000 principal amount of general obligation promissory notes to evidence such indebtedness (the “Obligations”). The Obligations shall be designated “General Obligation Promissory Notes, Series 2021”; shall be dated August 2, 2021; shall bear interest at the rates set forth below; and shall mature on April 1 of each year, in the years and principal amounts as follows:

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
April 1, 2022	\$205,000	
April 1, 2023	140,000	
April 1, 2024	265,000	
April 1, 2025	270,000	
April 1, 2026	365,000	
April 1, 2027	370,000	
April 1, 2028	375,000	
April 1, 2029	385,000	
April 1, 2030	395,000	
April 1, 2031	405,000	

Interest shall be payable semi-annually on April 1 and October 1 of each year, commencing on April 1, 2022, until the principal of the Obligations is paid in full or discharged;

WHEREAS, the Village is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the Village Board of the Village has authorized the appointment of the Agent as

Fiscal Agent of the Village for the purpose of performing any or all of the following functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Village and the Agent do hereby agree as follows:

APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the Village with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Village.

INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Village agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Village a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the Village. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the Village a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding

the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

REDEMPTION NOTICE

In the event the Village exercises its option to redeem the Obligations prior to maturity, as long as the Obligations are in book-entry-only form, the County shall direct the Fiscal Agent to give official notice of the redemption by mailing a notice by registered or certified mail, or overnight express delivery, or electronic transmission to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Obligations of a maturity are to be called for redemption, the Obligations of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Obligations called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Obligations shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Obligations shall no longer be deemed to be outstanding.

UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the Obligations. The Fiscal Agent agrees to comply with the provisions of the Blanket Issuer Letter of Representation which has been executed and delivered to The Depository Trust Company (the "Depository") by the Village.

TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of \$5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

STATEMENTS

The Fiscal Agent shall furnish the Village with an accounting of payments received and made and funds on hand annually.

FEES

The Village agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B and incorporated herein by this reference until the final principal payment (or redemption date in the event the Village exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the Village by the Fiscal Agent. In the event the Village exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

MISCELLANEOUS

1. Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the Village or to such board, officer or body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

2. Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to Village. Upon receiving such notice of resignation, the Village shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the Village and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Village, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the Village shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Village.

3. Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the Village's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the Village after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall

not, of itself, have any effect on Village's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

4. Execution. This Agreement shall be executed on behalf of the Village and the Agent by their duly authorized officers. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

N WITNESS WHEREOF, the parties have executed this Agreement as of August 2, 2021.

**VILLAGE OF FOX POINT,
MILWAUKEE COUNTY, WISCONSIN**

[SEAL]

By: _____
Douglas H. Frazer, Village President

By: _____
Kelly A. Meyer, Village Clerk

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION**

By: _____
Name: _____
Title: _____

EXHIBIT A

DEBT SERVICE SCHEDULE

\$3,175,000

Village of Fox Point

Milwaukee County, Wisconsin

General Obligation Promissory Notes, Series 2021

[See Attached]

EXHIBIT B

FISCAL AGENT FEE SCHEDULE

ACCEPTANCE FEE: \$325

ANNUAL FEE: \$475

OUT-OF-POCKET EXPENSES

The above fees do not include out-of-pocket expenses. All out-of-pocket expenses, including postage, supplies, telephone, publication costs, legal fees, wire charges, travel, shredding, and any other miscellaneous items, will be billed in addition to the charges listed in this schedule.

In the event that changes in laws or practices considerably expand our current duties and responsibilities, or if conditions of the economy so warrant, reasonable adjustments may be incorporated into this schedule of fees.

**TEMPORARY CONSTRUCTION
EASEMENT AND DEED
RESTRICTION**

Document Number

Document Title

THIS INDENTURE, made this _____ day of _____, 20____,
by and between Robert Kuesel and Kristin Kuesel, hereinafter
referred to as party of the first part, and VILLAGE OF FOX POINT,
located in Milwaukee County, Wisconsin, hereinafter referred to as
party of the second part.

WITNESSETH:

WHEREAS, the party of the first part owns a parcel of real estate
located at 1447 E. Goodrich Lane in the Village of Fox Point and
further described in Exhibit A attached hereto and incorporated
herein by reference (the "Subject Property").

WHEREAS, party of the first part has offered to party of the second
part such necessary rights as are needed to repair or replace or
reconstruct certain public utility infrastructure and repair or replace a
private road to serve the Subject Property.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53186

Parcel Identification Number (PIN)
093-9975-003

TEMPORARY CONSTRUCTION EASEMENT:

NOW THEREFORE, party of the first part, in consideration of the benefits to the Subject
Property arising from such work, and other good and valuable consideration, the receipt of
which is hereby acknowledged and confessed, does grant and convey unto the party of the
second part, a temporary construction easement for all of the following activities (the "Work"):
repair or replace or reconstruct certain public utility infrastructure and repair or replace a private
road, including for such purpose the right to operate necessary equipment thereon, the right of
ingress and egress, and the right to excavate, grade and restore the property, including the right
to preserve, protect or remove or plant thereon any vegetation that the Village authorities may
deem desirable to prevent erosion of the soil and to complete the Work, repair or replace or
reconstruct certain utility infrastructure and repair or replace a private road as the party of the
second part may deem to be appropriate, in the Village of Fox Point, Milwaukee County,
Wisconsin, on, over, in and under the Subject Property in all areas deemed necessary by party
of the second part to perform the Work.

USE OF LAND

Party of the first part consents to the entry of the employees, workmen, agents or independent
contractors of party of the second part for and incidental to the Work described above, but
reserve to themselves the right to make such use of land included in said easement, subject to
the ordinances of the Village of Fox Point, the regulations of the party of the second part, and
the statutes of the State of Wisconsin as will not disturb or interfere with such Work or prevent
ingress or egress thereto for the purpose of the Work.

The parties expressly acknowledge that the party of the second part may allow others not parties to this easement to use the easement for the purposes indicated above. This easement shall be temporary, and shall expire upon the completion of the Work.

Party of the second part shall restore the disturbed area of the Subject Property substantially to the condition existing prior to performance of the Work, including planting replacement vegetation, however no replacement of vegetation is required for vegetation that at the time of removal is deemed to be invasive, diseased, dead or otherwise not desirable.

DEED RESTRICTION, CONSTRUCTION OVERSIGHT AND STANDARDS, AND WAIVER OF CLAIMS:

The Village of Fox Point has agreed to perform the reconstruction of the private road, as a benefit to the Subject Property, subject to the Subject Property Owners delegating all authority concerning such Work to the Village of Fox Point and waiving all potential claims in regard to such Work. The undersigned Subject Property Owners therefore agree that this Work is being done as a public works project by the Village of Fox Point, through its contractors and agents. As with all public works projects, the Village and its Director of Public Works and his designees shall have sole authority to determine all aspects of this Work, including by not limited to: scope of Work, compliance with applicable construction standards, whether and when the Work is properly completed, whether defects exist at any time now or in the future, and whether remedies exist or should be pursued. The Subject Property Owners have no authority over such issues, and **by signing below, you agree to waive any claims you may have, whether existing now or in the future, against the Village, its officers, employees, agents and contractors arising out of this Work.** The parties recognize and agree that the private road installed pursuant to this Work shall, subsequent to installation, be owned, maintained, repaired, reconstructed, and the full responsibility of the Owners of the Subject Property.

THIS INDENTURE, upon its acceptance by the party of the first part, shall be a covenant running with the Subject Property and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, party of the first part has executed this indenture the date and year first above written.

THIS IS HOMESTEAD PROPERTY.

[Signatures on following page]

Dated this ____ day of _____, 2021

Robert Kuesel

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named Robert Kuesel known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

Dated this ____ day of _____, 2021

Kristin Kuesel

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named Kristin Kuesel known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

Dated this ____ day of _____, 2021

Dollar Bank Servicing Center, Mortgagee of property
located at 1447 E. Goodrich Lane

Authorized Signatory

Print Name, Title

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named
_____ known to be the persons who executed the foregoing instrument and
acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

EXEMPT FROM R.E. TRANSFER FEE per Wis. Stats. §77.25(2g)

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Eric J. Larson, Fox Point Village Attorney
Municipal Law and Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

Exhibit A

Parcel 1 of Milwaukee County Certified Survey Map No. 8141 as recorded in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin on May 7, 2009, as Document No. 9735992, being a division of Parcels 1 and 2 of Certified Survey Map No. 3336 and lands in the Northeast 1/4 and Northwest 1/4 of the Northeast Fractional 1/4 of Section 6, Town 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin. Subject to and Together with a Private Road, for ingress and egress, recorded as Document No. 3270467.

Tax Key No.: 093-9975-003

Address: 1447 E. Goodrich Lane

UTILITY EASEMENT

Document Number

Document Title

This Easement is made this ____ day of _____, 20____, by Robert Kuesel and Kristin Kuesel, (referred to herein as "Owners"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owners are the owners of the property located at 1447 E. Goodrich Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owners' Parcel"); and

Certain utility structures currently exist on the Owners' Parcel, and the Owners and the Village hereby wish to clarify the Village's rights concerning utilities lying within the Owners' Parcel.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53186

Parcel Identification Number (PIN)
093-9975-003

GRANT:

NOW, THEREFORE, Owners hereby grant Village an easement as follows:

1. Grant of Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the conveyance of water, sewage, stormwater, and other public utilities across Owners' Parcel underground, in the area specifically described in attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include underground pipes, drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, to allow public utilities to traverse across Owners' Parcel (such facilities referred to herein as the "Village's Facilities").
2. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owners' Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area, by replacing soil to the preexisting grade and establishing grass. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the Easement Area. The rights granted to the

Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents.

3. Binding on Owners of Owners' Parcel. This Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the Owners of the Owners' Parcel, their successors, heirs, and assigns. The Owners of the Owners' Parcel further agree that it is a covenant and restriction that shall run with the land. This easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The Owners of the Owners' Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this easement. No structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this easement. The elevation of the existing ground surface within the Easement Area shall not be altered by more than four inches (4") without the written consent of the Village.
5. Private Road. The private road is located partially or wholly within the Easement Area. This utility easement does not affect the private ownership or rights and responsibilities concerning the private road, which remains a private improvement.
6. Severability. If any term, covenant or condition of this agreement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the agreement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
7. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

[Signatures on following page]

Dated this ____ day of _____, 2021

Robert Kuesel

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named Robert Kuesel known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

Dated this ____ day of _____, 2021

Kristin Kuesel

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named Kristin Kuesel known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

Dated this ____ day of _____, 2021

Dollar Bank Servicing Center, Mortgagee of
property located at 1447 E. Goodrich Lane

Authorized Signatory

Print Name, Title

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-
named _____ known to be the persons who executed the
foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

This Instrument Was Drafted By:
Eric J. Larson, Fox Point Village Attorney
Municipal Law and Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, Wisconsin 53186

EXHIBIT A

Parcel 1 of Milwaukee County Certified Survey Map No. 8141 as recorded in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin on May 7, 2009, as Document No. 9735992, being a division of Parcels 1 and 2 of Certified Survey Map No. 3336 and lands in the Northeast 1/4 and Northwest 1/4 of the Northeast Fractional 1/4 of Section 6, Town 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin. Subject to and Together with a Private Road, for ingress and egress, recorded as Document No. 3270467.

Tax Key No.: 093-9975-003

Address: 1447 E. Goodrich Lane

EXHIBIT B

(Attach Legal Description of the Easement Area)

**TEMPORARY CONSTRUCTION
EASEMENT AND DEED
RESTRICTION**

Document Number

Document Title

THIS INDENTURE, made this _____ day of _____, 20____, by and between Suzanne J. Johnson, hereinafter referred to as party of the first part, and VILLAGE OF FOX POINT, located in Milwaukee County, Wisconsin, hereinafter referred to as party of the second part.

WITNESSETH:

WHEREAS, the party of the first part owns a parcel of real estate located at 1449 E. Goodrich Lane in the Village of Fox Point and further described in Exhibit A attached hereto and incorporated herein by reference (the "Subject Property"):

WHEREAS, party of the first part has offered to party of the second part such necessary rights as are needed to repair or replace or reconstruct certain public utility infrastructure and repair or replace a private road to serve the Subject Property.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53187-1348

Parcel Identification Number (PIN)
093-9975-004

TEMPORARY CONSTRUCTION EASEMENT:

NOW THEREFORE, party of the first part, in consideration of the benefits to the Subject Property arising from such work, and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, does grant and convey unto the party of the second part, a temporary construction easement for all of the following activities (the "Work"): repair or replace or reconstruct certain public utility infrastructure and repair or replace a private road, including for such purpose the right to operate necessary equipment thereon, the right of ingress and egress, and the right to excavate, grade and restore the property, including the right to preserve, protect or remove or plant thereon any vegetation that the Village authorities may deem desirable to prevent erosion of the soil and to complete the Work, repair or replace or reconstruct certain utility infrastructure and repair or replace a private road as the party of the second part may deem to be appropriate, in the Village of Fox Point, Milwaukee County, Wisconsin, on, over, in and under the Subject Property in all areas deemed necessary by party of the second part to perform the Work.

USE OF LAND

Party of the first part consents to the entry of the employees, workmen, agents or independent contractors of party of the second part for and incidental to the Work described above, but reserve to themselves the right to make such use of land included in said easement, subject to the ordinances of the Village of Fox Point, the regulations of the party of the second part, and the statutes of the State of Wisconsin as will not disturb or interfere with such Work or prevent ingress or egress thereto for the purpose of the Work.

The parties expressly acknowledge that the party of the second part may allow others not parties to this easement to use the easement for the purposes indicated above. This easement shall be temporary, and shall expire upon the completion of the Work.

Party of the second part shall restore the disturbed area of the Subject Property substantially to the condition existing prior to performance of the Work, including planting replacement vegetation, however no replacement of vegetation is required for vegetation that at the time of removal is deemed to be invasive, diseased, dead or otherwise not desirable.

DEED RESTRICTION, CONSTRUCTION OVERSIGHT AND STANDARDS, AND WAIVER OF CLAIMS:

The Village of Fox Point has agreed to perform the reconstruction of the private road, as a benefit to the Subject Property, subject to the Subject Property Owner delegating all authority concerning such Work to the Village of Fox Point and waiving all potential claims in regard to such Work. The undersigned Subject Property Owner therefore agrees that this Work is being done as a public works project by the Village of Fox Point, through its contractors and agents. As with all public works projects, the Village and its Director of Public Works and his designees shall have sole authority to determine all aspects of this Work, including by not limited to: scope of Work, compliance with applicable construction standards, whether and when the Work is properly completed, whether defects exist at any time now or in the future, and whether remedies exist or should be pursued. The Subject Property Owner has no authority over such issues, and **by signing below, you agree to waive any claims you may have, whether existing now or in the future, against the Village, its officers, employees, agents and contractors arising out of this Work.** The parties recognize and agree that the private road installed pursuant to this Work shall, subsequent to installation, be owned, maintained, repaired, reconstructed, and the full responsibility of the Owner of the Subject Property.

THIS INDENTURE, upon its acceptance by the party of the first part, shall be a covenant running with the Subject Property and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, party of the first part has executed this indenture the date and year first above written.

THIS IS HOMESTEAD PROPERTY.

[Signatures on following page]

Dated this ____ day of _____, 20____.

Suzanne J. Johnson

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named Suzanne J. Johnson known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

Dated this ____ day of _____, 20____.

Johnson Bank, Mortgagee of property located at
1449 E. Goodrich Lane (Mortgage dated on or
about March 5, 2020)

Authorized Signatory

Print Name, Title

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named _____ known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

Dated this ____ day of _____, 20____.

Johnson Bank, Mortgagee of property located at
1449 E. Goodrich Lane (Mortgage dated on or
about April 10, 2020)

Authorized Signatory

Print Name, Title

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-
named _____ known to be the persons who executed the
foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

EXEMPT FROM R.E. TRANSFER FEE per Wis. Stats. §77.25(2g)

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Eric J. Larson, Fox Point Village Attorney
Municipal Law and Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

Exhibit A

Parcel 2, Certified Survey Map No. 8141, recorded as Document No. 9735992, in the Village of Fox Point, Milwaukee County, Wisconsin, being a division of Parcels 1 and 2, Certified Survey Map No. 3336, and lands in the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 16, Township 8 North, Range 22 East. Together with an easement for driveway purposes across that portion 12 feet in width of the premises adjoining said property on the North contiguous and to the Southeast of a line whose point of beginning is 293.35 feet South 1 degree 14' 40" East of and 25 feet South 88 degrees 45' 20" West of a point which is West 57.90 feet South 25.05 feet and South 1 degree 14' 40" East, 142.57 feet of the above mentioned reference point; thence South Westerly on and along a curve whose radius is 250 feet and whose center is to the Northwest (the long chord of which curve bears South 75 degrees 24' 55" West, 54.80 feet) 54.91 feet to a point; thence Southwesterly on and along a curve whose radius is 250 feet and whose center is to the Southeast (the long chord of which curve bears South 75 degrees 24' 55" West, 54.80 feet), 54.91 feet to a point on the North line of the premises first herein above described granted by William R. Pollock, his wife by an instrument recorded as Document No. 3270468.

Tax Key No.: 093-9975-004

Address: 1449 E. Goodrich Lane

UTILITY EASEMENT

Document Number

Document Title

This Easement is made this ____ day of _____, 20____, by Suzanne J. Johnson, (referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 1449 E. Goodrich Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and

Certain utility structures currently exist on the Owner's Parcel, and the Owner and the Village hereby wish to clarify the Village's rights concerning utilities lying within the Owner's Parcel.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53186

Parcel Identification Number (PIN)
093-9975-004

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. Grant of Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the conveyance of water, sewage, stormwater, and other public utilities across Owner's Parcel underground, in the area specifically described in attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include underground pipes, drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, to allow public utilities to traverse across Owner's Parcel (such facilities referred to herein as the "Village's Facilities").
2. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area, by replacing soil to the preexisting grade and establishing grass. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the Easement Area. The rights granted to the

Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents.

3. Binding on Owners of Owner's Parcel. This Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the Owner of the Owner's Parcel, their successors, heirs, and assigns. The Owner of the Owner's Parcel further agrees that it is a covenant and restriction that shall run with the land. This easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The Owner of the Owner's Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this easement. No structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this easement. The elevation of the existing ground surface within the Easement Area shall not be altered by more than four inches (4") without the written consent of the Village.
5. Private Road. The private road is located partially or wholly within the Easement Area. This utility easement does not affect the private ownership or rights and responsibilities concerning the private road, which remains a private improvement.
6. Severability. If any term, covenant or condition of this agreement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the agreement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
7. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

[Signatures on following page]

Dated this ____ day of _____, 20____.

Suzanne J. Johnson

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named Suzanne J. Johnson known to be the who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

Dated this ____ day of _____, 20____.

Johnson Bank, Mortgagee of property located at
1449 E. Goodrich Lane (Mortgage dated on or
about March 5, 2020)

Authorized Signatory

Print Name, Title

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named _____ known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

Dated this ____ day of _____, 20____.

Johnson Bank, Mortgagee of property located at
1449 E. Goodrich Lane (Mortgage dated on or
about April 10, 2020)

Authorized Signatory

Print Name, Title

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-
named _____ known to be the persons who executed the
foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

This Instrument Was Drafted By:

Eric J. Larson, Fox Point Village Attorney
Municipal Law and Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, Wisconsin 53186

EXHIBIT A

Parcel 2, Certified Survey Map No. 8141, recorded as Document No. 9735992, in the Village of Fox Point, Milwaukee County, Wisconsin, being a division of Parcels 1 and 2, Certified Survey Map No. 3336, and lands in the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 16, Township 8 North, Range 22 East. Together with an easement for driveway purposes across that portion 12 feet in width of the premises adjoining said property on the North contiguous and to the Southeast of a line whose point of beginning is 293.35 feet South 1 degree 14' 40" East of and 25 feet South 88 degrees 45' 20" West of a point which is West 57.90 feet South 25.05 feet and South 1 degree 14' 40" East, 142.57 feet of the above mentioned reference point; thence South Westerly on and along a curve whose radius is 250 feet and whose center is to the Northwest (the long chord of which curve bears South 75 degrees 24' 55" West, 54.80 feet) 54.91 feet to a point; thence Southwesterly on and along a curve whose radius is 250 feet and whose center is to the Southeast (the long chord of which curve bears South 75 degrees 24' 55" West, 54.80 feet), 54.91 feet to a point on the North line of the premises first herein above described granted by William R. Pollock, his wife by an instrument recorded as Document No. 3270468.

Tax Key No.: 093-9975-004

Address: 1449 E. Goodrich Lane

EXHIBIT B

(Attach Legal Description of the Easement Area)

**TEMPORARY CONSTRUCTION
EASEMENT AND DEED
RESTRICTION**

Document Number

Document Title

THIS INDENTURE, made this ____ day of _____, 20____, by and between Ellin S. Levy, hereinafter referred to as party of the first part, and VILLAGE OF FOX POINT, located in Milwaukee County, Wisconsin, hereinafter referred to as party of the second part.

WITNESSETH:

WHEREAS, the party of the first part owns a parcel of real estate located at 1450 E. Goodrich Lane in the Village of Fox Point and further described in Exhibit A attached hereto and incorporated herein by reference (the "Subject Property"):

WHEREAS, party of the first part has offered to party of the second part such necessary rights as are needed to repair or replace or reconstruct certain public utility infrastructure and repair or replace a private road to serve the Subject Property.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53187-1348

Parcel Identification Number (PIN)
093-9975-005

TEMPORARY CONSTRUCTION EASEMENT:

NOW THEREFORE, party of the first part, in consideration of the benefits to the Subject Property arising from such work, and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, does grant and convey unto the party of the second part, a temporary construction easement for all of the following activities (the "Work"): repair or replace or reconstruct certain public utility infrastructure and repair or replace a private road, including for such purpose the right to operate necessary equipment thereon, the right of ingress and egress, and the right to excavate, grade and restore the property, including the right to preserve, protect or remove or plant thereon any vegetation that the Village authorities may deem desirable to prevent erosion of the soil and to complete the Work, repair or replace or reconstruct certain utility infrastructure and repair or replace a private road as the party of the second part may deem to be appropriate, in the Village of Fox Point, Milwaukee County, Wisconsin, on, over, in and under the Subject Property in all areas deemed necessary by party of the second part to perform the Work.

USE OF LAND

Party of the first part consents to the entry of the employees, workmen, agents or independent contractors of party of the second part for and incidental to the Work described above, but reserve to themselves the right to make such use of land included in said easement, subject to the ordinances of the Village of Fox Point, the regulations of the party of the second part, and the statutes of the State of Wisconsin as will not disturb or interfere with such Work or prevent ingress or egress thereto for the purpose of the Work.

The parties expressly acknowledge that the party of the second part may allow others not parties to this easement to use the easement for the purposes indicated above. This easement shall be temporary, and shall expire upon the completion of the Work.

Party of the second part shall restore the disturbed area of the Subject Property substantially to the condition existing prior to performance of the Work, including planting replacement vegetation, however no replacement of vegetation is required for vegetation that at the time of removal is deemed to be invasive, diseased, dead or otherwise not desirable.

DEED RESTRICTION, CONSTRUCTION OVERSIGHT AND STANDARDS, AND WAIVER OF CLAIMS:

The Village of Fox Point has agreed to perform the reconstruction of the private road, as a benefit to the Subject Property, subject to the Subject Property Owner delegating all authority concerning such Work to the Village of Fox Point and waiving all potential claims in regard to such Work. The undersigned Subject Property Owner therefore agrees that this Work is being done as a public works project by the Village of Fox Point, through its contractors and agents. As with all public works projects, the Village and its Director of Public Works and his designees shall have sole authority to determine all aspects of this Work, including by not limited to: scope of Work, compliance with applicable construction standards, whether and when the Work is properly completed, whether defects exist at any time now or in the future, and whether remedies exist or should be pursued. The Subject Property Owner has no authority over such issues, and **by signing below, you agree to waive any claims you may have, whether existing now or in the future, against the Village, its officers, employees, agents and contractors arising out of this Work.** The parties recognize and agree that the private road installed pursuant to this Work shall, subsequent to installation, be owned, maintained, repaired, reconstructed, and the full responsibility of the Owner of the Subject Property.

THIS INDENTURE, upon its acceptance by the party of the first part, shall be a covenant running with the Subject Property and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, party of the first part has executed this indenture the date and year first above written.

THIS IS HOMESTEAD PROPERTY.

[Signatures on following page]

Dated this ____ day of _____, 20____.

Ellin S. Levy, Owner of 1450 E. Goodrich Lane and
Trustee of the Gerald S. Levy and Ellin S. Levy
Revocable Trust of 1988

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named Ellin S. Levy known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

EXEMPT FROM R.E. TRANSFER FEE per Wis. Stats. §77.25(2g)

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Eric J. Larson, Fox Point Village Attorney
Municipal Law and Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

Exhibit A

Parcel 3 of Certified Survey Map No. 8141 recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on May 7, 2009, as Document No. 09735992, being a Division of Parcels 1 and 2 of Certified Survey Map No. 3336 and lands in the Northeast 1/4 and Northwest 1/4 of the Northeast fractional 1/4 of Section 6, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin.

Tax Key No.: 093-9975-005

Address: 1450 E. Goodrich Lane

UTILITY EASEMENT

Document Number

Document Title

This Easement is made this ____ day of _____, 20____, by Ellin S. Levy, (referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 1450 E. Goodrich Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and

Certain utility structures currently exist on the Owner's Parcel, and the Owner and the Village hereby wish to clarify the Village's rights concerning utilities lying within the Owner's Parcel.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53186

Parcel Identification Number (PIN)
093-9975-005

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. Grant of Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the conveyance of water, sewage, stormwater, and other public utilities across Owner's Parcel underground, in the area specifically described in attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include underground pipes, drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, to allow public utilities to traverse across Owner's Parcel (such facilities referred to herein as the "Village's Facilities").
2. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area, by replacing soil to the preexisting grade and establishing grass. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the Easement Area. The rights granted to the

Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents.

3. Binding on Owner of Owner's Parcel. This Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the Owner of the Owner's Parcel, their successors, heirs, and assigns. The Owner of the Owner's Parcel further agree that it is a covenant and restriction that shall run with the land. This easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The Owner of the Owner's Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this easement. No structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this easement. The elevation of the existing ground surface within the Easement Area shall not be altered by more than four inches (4") without the written consent of the Village.
5. Private Road. The private road is located partially or wholly within the Easement Area. This utility easement does not affect the private ownership or rights and responsibilities concerning the private road, which remains a private improvement.
6. Severability. If any term, covenant or condition of this agreement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the agreement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
7. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

[Signatures on the following page]

Dated this ____ day of _____, 20____.

Ellin S. Levy, Owner of 1450 E. Goodrich Lane and
Trustee of the Gerald S. Levy and Ellin S. Levy
Revocable Trust of 1998

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named Ellin S. Levy known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

This Instrument Was Drafted By:
Eric J. Larson, Fox Point Village Attorney
Municipal Law and Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, Wisconsin 53186

EXHIBIT A

Parcel 3 of Certified Survey Map No. 8141 recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on May 7, 2009, as Document No. 09735992, being a Division of Parcels 1 and 2 of Certified Survey Map No. 3336 and lands in the Northeast 1/4 and Northwest 1/4 of the Northeast fractional 1/4 of Section 6, Town 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin.

Tax Key No.: 093-9975-005

Address: 1450 E. Goodrich Lane

EXHIBIT B

(Attach Legal Description of the Easement Area)

**TEMPORARY CONSTRUCTION
EASEMENT AND DEED
RESTRICTION**

Document Number

Document Title

THIS INDENTURE, made this _____ day of _____, 20____,
by and between Douglas S. Levy and Patricia Levy, hereinafter
referred to as party of the first part, and VILLAGE OF FOX POINT,
located in Milwaukee County, Wisconsin, hereinafter referred to as
party of the second part.

WITNESSETH:

WHEREAS, the party of the first part owns a parcel of real estate
located at 1451 E. Goodrich Lane in the Village of Fox Point and
further described in Exhibit A attached hereto and incorporated
herein by reference (the "Subject Property"):

WHEREAS, party of the first part has offered to party of the second
part such necessary rights as are needed to repair or replace or
reconstruct certain public utility infrastructure and repair or replace a
private road to serve the Subject Property.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53186

Parcel Identification Number (PIN)
093-9975-006

TEMPORARY CONSTRUCTION EASEMENT:

NOW THEREFORE, party of the first part, in consideration of the benefits to the Subject
Property arising from such work, and other good and valuable consideration, the receipt of
which is hereby acknowledged and confessed, does grant and convey unto the party of the
second part, a temporary construction easement for all of the following activities (the "Work"):
repair or replace or reconstruct certain public utility infrastructure and repair or replace a private
road, including for such purpose the right to operate necessary equipment thereon, the right of
ingress and egress, and the right to excavate, grade and restore the property, including the right
to preserve, protect or remove or plant thereon any vegetation that the Village authorities may
deem desirable to prevent erosion of the soil and to complete the Work, repair or replace or
reconstruct certain utility infrastructure and repair or replace a private road as the party of the
second part may deem to be appropriate, in the Village of Fox Point, Milwaukee County,
Wisconsin, on, over, in and under the Subject Property in all areas deemed necessary by party
of the second part to perform the Work.

USE OF LAND

Party of the first part consents to the entry of the employees, workmen, agents or independent
contractors of party of the second part for and incidental to the Work described above, but
reserve to themselves the right to make such use of land included in said easement, subject to
the ordinances of the Village of Fox Point, the regulations of the party of the second part, and
the statutes of the State of Wisconsin as will not disturb or interfere with such Work or prevent
ingress or egress thereto for the purpose of the Work.

The parties expressly acknowledge that the party of the second part may allow others not parties to this easement to use the easement for the purposes indicated above. This easement shall be temporary, and shall expire upon the completion of the Work.

Party of the second part shall restore the disturbed area of the Subject Property substantially to the condition existing prior to performance of the Work, including planting replacement vegetation, however no replacement of vegetation is required for vegetation that at the time of removal is deemed to be invasive, diseased, dead or otherwise not desirable.

DEED RESTRICTION, CONSTRUCTION OVERSIGHT AND STANDARDS, AND WAIVER OF CLAIMS:

The Village of Fox Point has agreed to perform the reconstruction of the private road, as a benefit to the Subject Property, subject to the Subject Property Owners delegating all authority concerning such Work to the Village of Fox Point and waiving all potential claims in regard to such Work. The undersigned Subject Property Owners therefore agree that this Work is being done as a public works project by the Village of Fox Point, through its contractors and agents. As with all public works projects, the Village and its Director of Public Works and his designees shall have sole authority to determine all aspects of this Work, including by not limited to: scope of Work, compliance with applicable construction standards, whether and when the Work is properly completed, whether defects exist at any time now or in the future, and whether remedies exist or should be pursued. The Subject Property Owners have no authority over such issues, and **by signing below, you agree to waive any claims you may have, whether existing now or in the future, against the Village, its officers, employees, agents and contractors arising out of this Work.** The parties recognize and agree that the private road installed pursuant to this Work shall, subsequent to installation, be owned, maintained, repaired, reconstructed, and the full responsibility of the Owners of the Subject Property.

THIS INDENTURE, upon its acceptance by the party of the first part, shall be a covenant running with the Subject Property and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, party of the first part has executed this indenture the date and year first above written.

THIS IS HOMESTEAD PROPERTY.

[Signatures on following page]

Dated this ____ day of _____, 20____.

Douglas S. Levy

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named Douglas S. Levy known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

Dated this ____ day of _____, 20____.

Patricia Levy

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named Patricia Levy known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

EXEMPT FROM R.E. TRANSFER FEE per Wis. Stats. §77.25(2g)

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Eric J. Larson, Fox Point Village Attorney
Municipal Law and Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

Exhibit A

Parcel 4 of Milwaukee County Certified Survey Map No. 8141 as recorded in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin on May 7, 2009, as Document No. 9735992, being a division of Parcels 1 and 2 of Certified Survey Map No. 3336 and lands in the Northeast 1/4 and Northwest 1/4 of the Northeast Fractional 1/4 of Section 6, Town 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin.

Tax Key No.: 093-9975-006

Address: 1451 E. Goodrich Lane

UTILITY EASEMENT

Document Number

Document Title

This Easement is made this ____ day of _____, 20____, by Douglas S. Levy and Patricia Levy, (referred to herein as "Owners"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owners are the owners of the property located at 1451 E. Goodrich Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owners' Parcel"); and

Certain utility structures currently exist on the Owners' Parcel, and the Owners and the Village hereby wish to clarify the Village's rights concerning utilities lying within the Owners' Parcel.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53186

Parcel Identification Number (PIN)
093-9975-006

GRANT:

NOW, THEREFORE, Owners hereby grant Village an easement as follows:

1. Grant of Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the conveyance of water, sewage, stormwater, and other public utilities across Owners' Parcel underground, in the area specifically described in attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include underground pipes, drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, to allow public utilities to traverse across Owners' Parcel (such facilities referred to herein as the "Village's Facilities").
2. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owners' Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area, by replacing soil to the preexisting grade and establishing grass. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the Easement Area. The rights granted to the

Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents.

3. Binding on Owners of Owners' Parcel. This Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the Owners of the Owners' Parcel, their successors, heirs, and assigns. The Owners of the Owners' Parcel further agree that it is a covenant and restriction that shall run with the land. This easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The Owners of the Owners' Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this easement. No structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this easement. The elevation of the existing ground surface within the Easement Area shall not be altered by more than four inches (4") without the written consent of the Village.
5. Private Road. The private road is located partially or wholly within the Easement Area. This utility easement does not affect the private ownership or rights and responsibilities concerning the private road, which remains a private improvement.
6. Severability. If any term, covenant or condition of this agreement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the agreement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
7. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

[SIGNATURES FOLLOW ON PAGE 3]

Dated this ____ day of _____, 20____.

Douglas S. Levy

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named Douglas S. Levy known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

Dated this ____ day of _____, 20____.

Patricia Levy

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named Patricia Levy known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

This Instrument Was Drafted By:
Eric J. Larson, Village Attorney
Municipal Law and Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, Wisconsin 53186

EXHIBIT A

Parcel 4 of Milwaukee County Certified Survey Map No. 8141 as recorded in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin on May 7, 2009, as Document No. 9735992, being a division of Parcels 1 and 2 of Certified Survey Map No. 3336 and lands in the Northeast 1/4 and Northwest 1/4 of the Northeast Fractional 1/4 of Section 6, Town 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin.

Tax Key No.: 093-9975-006

Address: 1451 E. Goodrich Lane

EXHIBIT B

(Attach Legal Description of the Easement Area)

**TEMPORARY CONSTRUCTION
EASEMENT AND DEED
RESTRICTION**

Document Number

Document Title

THIS INDENTURE, made this _____ day of _____, 20____, by and between Brian W. Cooke, hereinafter referred to as party of the first part, and VILLAGE OF FOX POINT, located in Milwaukee County, Wisconsin, hereinafter referred to as party of the second part.

WITNESSETH:

WHEREAS, the party of the first part owns a parcel of real estate located at 1453 E. Goodrich Lane in the Village of Fox Point and further described in Exhibit A attached hereto and incorporated herein by reference (the "Subject Property"):

WHEREAS, party of the first part has offered to party of the second part such necessary rights as are needed to repair or replace or reconstruct certain public utility infrastructure and repair or replace a private road to serve the Subject Property.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53187-1348

Parcel Identification Number (PIN)
093-9976-000

TEMPORARY CONSTRUCTION EASEMENT:

NOW THEREFORE, party of the first part, in consideration of the benefits to the Subject Property arising from such work, and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, does grant and convey unto the party of the second part, a temporary construction easement for all of the following activities (the "Work"): repair or replace or reconstruct certain public utility infrastructure and repair or replace a private road, including for such purpose the right to operate necessary equipment thereon, the right of ingress and egress, and the right to excavate, grade and restore the property, including the right to preserve, protect or remove or plant thereon any vegetation that the Village authorities may deem desirable to prevent erosion of the soil and to complete the Work, repair or replace or reconstruct certain utility infrastructure and repair or replace a private road as the party of the second part may deem to be appropriate, in the Village of Fox Point, Milwaukee County, Wisconsin, on, over, in and under the Subject Property in all areas deemed necessary by party of the second part to perform the Work.

USE OF LAND

Party of the first part consents to the entry of the employees, workmen, agents or independent contractors of party of the second part for and incidental to the Work described above, but reserve to themselves the right to make such use of land included in said easement, subject to the ordinances of the Village of Fox Point, the regulations of the party of the second part, and the statutes of the State of Wisconsin as will not disturb or interfere with such Work or prevent ingress or egress thereto for the purpose of the Work.

The parties expressly acknowledge that the party of the second part may allow others not parties to this easement to use the easement for the purposes indicated above. This easement shall be temporary, and shall expire upon the completion of the Work.

Party of the second part shall restore the disturbed area of the Subject Property substantially to the condition existing prior to performance of the Work, including planting replacement vegetation, however no replacement of vegetation is required for vegetation that at the time of removal is deemed to be invasive, diseased, dead or otherwise not desirable.

DEED RESTRICTION, CONSTRUCTION OVERSIGHT AND STANDARDS, AND WAIVER OF CLAIMS:

The Village of Fox Point has agreed to perform the reconstruction of the private road, as a benefit to the Subject Property, subject to the Subject Property Owner delegating all authority concerning such Work to the Village of Fox Point and waiving all potential claims in regard to such Work. The undersigned Subject Property Owner therefore agrees that this Work is being done as a public works project by the Village of Fox Point, through its contractors and agents. As with all public works projects, the Village and its Director of Public Works and his designees shall have sole authority to determine all aspects of this Work, including by not limited to: scope of Work, compliance with applicable construction standards, whether and when the Work is properly completed, whether defects exist at any time now or in the future, and whether remedies exist or should be pursued. The Subject Property Owner has no authority over such issues, and **by signing below, you agree to waive any claims you may have, whether existing now or in the future, against the Village, its officers, employees, agents and contractors arising out of this Work.** The parties recognize and agree that the private road installed pursuant to this Work shall, subsequent to installation, be owned, maintained, repaired, reconstructed, and the full responsibility of the Owner of the Subject Property.

THIS INDENTURE, upon its acceptance by the party of the first part, shall be a covenant running with the Subject Property and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, party of the first part has executed this indenture the date and year first above written.

THIS IS HOMESTEAD PROPERTY.

[Signatures on following page]

Dated this ____ day of _____, 20____.

Brian W. Cooke

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named Brian W. Cooke known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

Dated this ____ day of _____, 20____.

U.S. Bank National Association, Mortgagee of
property located at 1453 E. Goodrich Lane

Authorized Signatory

Print Name, Title

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named _____ known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

EXEMPT FROM R.E. TRANSFER FEE per Wis. Stats. §77.25(2g)

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Eric J. Larson, Fox Point Village Attorney
Municipal Law and Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

Exhibit A

That part of the Northeast 1/4 of Section 16, Township 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, described as follows: Commencing at a point 213.50 feet South 0 degrees 48 minutes East of the North line and 1063.80 feet South 89 degrees 48 minutes West from the Northeast corner of the Northeast Fractional 1/4 of said Section 16; thence South 0 degrees 48 minutes East, 122.68 feet to a point, the last described course and distance being the center line of a private road 50 feet in width and that portion of said 50 foot private road lying within the boundaries of the premises hereby conveyed is hereby reserved for roadway purposes; thence South 41 degrees 20 minutes East, 91.21 feet to a point marked by a stone monument, this bearing formerly described as South 39 degrees 9 minutes East; thence South 40 degrees 42 minutes East, 346.76 feet to a point marked by a stone monument; thence North 20 degrees 30 minutes West, 140.50 feet to a point marked by an iron pipe; thence North 5 degrees 29 minutes East, 113.25 feet to a point marked by an iron pipe; thence North 16 degrees 48 minutes West, 78.75 feet to a point marked by an iron pipe; thence North 0 degrees 48 minutes West, 135.05 feet to a point marked by an iron pipe; thence South 89 degrees 48 minutes West, 225.00 feet to the place of beginning, the last described course and distance being the North line of a 20 foot wide strip to be reserved for roadway purposes.

Tax Key No.: 093-9976-000

Address: 1453 E. Goodrich Lane

UTILITY EASEMENT

Document Number

Document Title

This Easement is made this ____ day of _____, 20____, by Brian W. Cooke, (referred to herein as "Owner"), to benefit the Village of Fox Point, a municipal entity duly existing per the laws of the State of Wisconsin (referred to herein as "Village").

RECITALS:

Owner is the owner of the property located at 1453 E. Goodrich Lane, Fox Point, Wisconsin, as further described in Exhibit A attached hereto and incorporated herein by reference (referred to herein as the "Owner's Parcel"); and

Certain utility structures currently exist on the Owner's Parcel, and the Owner and the Village hereby wish to clarify the Village's rights concerning utilities lying within the Owner's Parcel.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Avenue
Waukesha, WI 53186

Parcel Identification Number (PIN)
093-9976-000

GRANT:

NOW, THEREFORE, Owner hereby grants Village an easement as follows:

1. Grant of Easement. The Village may construct, operate, maintain, repair, inspect, and reconstruct facilities for the conveyance of water, sewage, stormwater, and other public utilities across Owner's Parcel underground, in the area specifically described in attached Exhibit B (such area referred to herein as the "Easement Area"). Such facilities may include underground pipes, drain tiles, or such other improvements as Village may require, and appurtenant equipment under and above ground as deemed necessary by Village, to allow public utilities to traverse across Owner's Parcel (such facilities referred to herein as the "Village's Facilities").
2. Construction, Maintenance, Repair, Inspection, Reconstruction. The Village may enter Owner's Parcel, within the Easement Area, with such persons, equipment, vehicles, and machinery as Village deems necessary, at all reasonable times, in order to construct, operate, maintain, repair, inspect or reconstruct the Village's Facilities. The Village shall restore damage caused by the Village's work within the Easement Area, by replacing soil to the preexisting grade and establishing grass. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the Easement Area. The rights granted to the

Village herein may be exercised by the Village, its staff, employees, contractors and authorized agents.

3. Binding on Owners of Owner's Parcel. This Easement is superior and paramount to the rights of any parties hereto in the respective servient estates so created, and is binding upon the Owner of the Owner's Parcel, their successors, heirs, and assigns. The Owner of the Owner's Parcel further agrees that it is a covenant and restriction that shall run with the land. This easement shall not be modified, amended, or removed, without the written approval of the Village of Fox Point Village Board.
4. Not Exclusive; Limitations. The Owner of the Owner's Parcel shall continue to have the ability to use the Easement Area for all purposes provided that such use does not interfere or infringe upon the rights granted to the Village by this easement. No structures shall be built within the Easement Area, or in close proximity to the Easement Area so as to prevent the Village from exercising any of its rights under this easement. The elevation of the existing ground surface within the Easement Area shall not be altered by more than four inches (4") without the written consent of the Village.
5. Private Road. The private road is located partially or wholly within the Easement Area. This utility easement does not affect the private ownership or rights and responsibilities concerning the private road, which remains a private improvement.
6. Severability. If any term, covenant or condition of this agreement, or its application, shall be invalid or unenforceable under applicable law, the remainder of the agreement shall remain in full force and effect and shall not be affected by such partial invalidity or unenforceability.
7. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

[Signatures on following page]

Dated this ____ day of _____, 20____.

Brian W. Cooke

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named Brian W. Cooke known to be the who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

Dated this ____ day of _____, 20____.

U.S. Bank National Association, Mortgagee of
property located at 1453 E. Goodrich Lane

Authorized Signatory

Print Name, Title

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 20____, the above-named _____ known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____
Print Name: _____

This Instrument Was Drafted By:
Eric J. Larson, Fox Point Village Attorney
Municipal Law and Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, Wisconsin 53186

EXHIBIT A

That part of the Northeast 1/4 of Section 16, Township 8 North, Range 22 East, in the Village of Fox Point, County of Milwaukee, State of Wisconsin, described as follows: Commencing at a point 213.50 feet South 0 degrees 48 minutes East of the North line and 1063.80 feet South 89 degrees 48 minutes West from the Northeast corner of the Northeast Fractional 1/4 of said Section 16; thence South 0 degrees 48 minutes East, 122.68 feet to a point, the last described course and distance being the center line of a private road 50 feet in width and that portion of said 50 foot private road lying within the boundaries of the premises hereby conveyed is hereby reserved for roadway purposes; thence South 41 degrees 20 minutes East, 91.21 feet to a point marked by a stone monument, this bearing formerly described as South 39 degrees 9 minutes East; thence South 40 degrees 42 minutes East, 346.76 feet to a point marked by a stone monument; thence North 20 degrees 30 minutes West, 140.50 feet to a point marked by an iron pipe; thence North 5 degrees 29 minutes East, 113.25 feet to a point marked by an iron pipe; thence North 16 degrees 48 minutes West, 78.75 feet to a point marked by an iron pipe; thence North 0 degrees 48 minutes West, 135.05 feet to a point marked by an iron pipe; thence South 89 degrees 48 minutes West, 225.00 feet to the place of beginning, the last described course and distance being the North line of a 20 foot wide strip to be reserved for roadway purposes.

Tax Key No.: 093-9976-000

Address: 1453 E. Goodrich Lane

EXHIBIT B

(Attach Legal Description of the Easement Area)

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. _____

PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY SPECIAL
ASSESSMENTS UNDER MUNICIPAL POLICE POWER PURSUANT TO
§66.0703, STATS.

The Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, DO
RESOLVE AS FOLLOWS:

SECTION 1: INTENT TO LEVY SPECIAL ASSESSMENTS

1. The Village Board hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:

Certain repair and reconstruction of a private road. This work arises in conjunction with certain utility work to be conducted by the Village of Fox Point, but the cost of the utility work will not be assessed, only the costs attributable to the private road work will be assessed.

2. The property to be assessed lies within the following described assessment district:

ASSESSMENT DISTRICT

The assessment district includes all of the following properties in the Village of Fox Point:

- A. 1447 East Goodrich Lane
- B. 1449 East Goodrich Lane
- C. 1450 East Goodrich Lane
- D. 1451 East Goodrich Lane
- E. 1453 East Goodrich Lane

3. The total amount assessed against the properties in the described assessment district shall not exceed the total cost of the improvements.

4. The Village Board hereby determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the Village and its inhabitants.

5. The Village Director of Public Works, along with the Village's contracted engineer for this project, shall prepare a report which shall consist of:

- A. Preliminary plans and specifications for the proposed improvements.
- B. An estimate of the entire cost of the proposed improvements.
- C. A schedule of the proposed assessments.
- D. A statement that the property against which the assessments are proposed is benefited.

6. When the report is completed, the Village engineer shall file a copy of the report with the Village Clerk for public inspection.

7. The Village Board currently intends to proceed with the foregoing public work and improvements only upon the voluntary cooperation and participation of the affected property owners. This will require that the affected property owners allow Village staff and Village contractors to enter their private property, with all necessary vehicles and equipment, in order to perform the necessary work, and that the affected property owners sign any necessary documents to allow this entry. It will also require that the affected property owners accept the imposition of costs for this work as an assessment against their property, by a waiver of special assessment pursuant to Section 66.0703(7)(b) Wisconsin Statutes. If this complete cooperation of the affected property owners is not forthcoming, the Village will not proceed as currently contemplated. The notice and hearing requirements of Wisconsin Statutes Section 66.0703(7)(a) are not applicable to this assessment, therefore, because either these requirements will be waived by the affected property owners pursuant to Section 66.0703(7)(b) or this assessment will not proceed as currently contemplated.

8. The assessment against any parcel may be paid in cash or in annual installments the number of which shall be determined by the Village Board and shall be incorporated in the final resolution in this matter.

SECTION 2: SEVERABILITY.

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

SECTION 3: EFFECTIVE DATE.

This resolution shall take effect immediately upon passage as provided by law.

Dated this _____ day of _____, 20_____.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk/Treasurer



To: Village Board
From: Scott A. Botcher, Village Manager *SAB*
cc: Department Heads
Date: July 7, 2021
Re: 2022-2027+ Capital Budget Planning Document Presentation

As in years past, find enclosed the 2022-2027+ Capital Budget Planning Documents. These documents are to give the public and the Board an insight as to what the staff sees the capital needs of the Village moving in the next 5 years, and, for more impactful potentialities, a bit longer.

These documents do not represent any budgeting commitment on the part of the Village whatsoever, but serve as a communicative device and planning tool as we move into the budget preparation in the Fall.

Admittedly, there is much here, so feel free to reach out to me or the staff as you see fit prior to the meeting. Otherwise, Staff will all be participating at the meeting.

Finally, absent any direction from the Board, there is no capital commitment included for an aquatic recreation facility.

Thank you.

Kelly Meyer

From: Kelly Meyer
Sent: Tuesday, June 8, 2021 5:50 PM
To: Davies, Cody C - ELECTIONS
Subject: RE: Badger Books - Village Budget Capital Plan

Thank you, Cody.

Sincerely,



Kelly A. Meyer, CMC/WCMC
Professional Village Clerk Treasurer
Village of Fox Point, Population 6826
Milwaukee County
7200 N Santa Monica Blvd.
Fox Point, WI 53217
(414) 351-8900 – Main
(414) 351-8909 – Fax

E-mail: kmeyer@villageoffoxpoint.com

Website: <http://www.villageoffoxpoint.com>

MyVote Wisconsin: <https://myvote.wi.gov/en-us/>



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From: Davies, Cody C - ELECTIONS <CodyC.Davies@wisconsin.gov>
Sent: Tuesday, June 8, 2021 4:58 PM
To: Kelly Meyer <KMeyer@villageoffoxpoint.com>
Subject: RE: Badger Books - Village Budget Capital Plan

That is the ratio we still use, yes. Technically, we'd recommend one Badger Book for every 800 voters plus one Badger Book—for example, we'd recommend three units for a municipality with 1,600 registered voters—as a means to account for really busy spikes on Election Day, a ton of absentees, etc. Again, though, that's just a recommendation.

From: Kelly Meyer <KMeyer@villageoffoxpoint.com>
Sent: Tuesday, June 8, 2021 4:54 PM

To: Davies, Cody C - ELECTIONS <CodyC.Davies@wisconsin.gov>

Subject: RE: Badger Books - Village Budget Capital Plan

Can you tell me if the ratio of each badger book to voters is 1:800?? I thought that was the ratio way back when.

Sincerely,



Kelly A. Meyer, CMC/WCMC

Professional Village Clerk Treasurer

Village of Fox Point, Population 6826

Milwaukee County

7200 N Santa Monica Blvd.

Fox Point, WI 53217

(414) 351-8900 – Main

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From: Davies, Cody C - ELECTIONS <CodyC.Davies@wisconsin.gov>

Sent: Tuesday, June 8, 2021 4:36 PM

To: Kelly Meyer <KMeyer@villageoffoxpoint.com>

Cc: Elections HelpDesk <elections@wisconsin.gov>; Witecha, James - ELECTIONS <james.witecha@wisconsin.gov>

Subject: RE: Badger Books - Village Budget Capital Plan

Good afternoon,

As you pointed out, there are a number of likely changes coming in the Badger Book program as we move toward 2022. We are midway through the procurement process at this juncture, so we're currently waiting for vendors to submit proposals that could conceivably meet what we're looking for in terms of new hardware and dedicated customer support. As it's early in the process, however, it's unclear if we'll be able to stay around the price point that the plurality of respondents to that survey seemed to prefer. We included the survey results in our procurement documentation as well, just to ensure that potential vendors were aware of what folks might be looking for when structuring their proposals.

We obviously can't guarantee that any updated hardware packages will stay around the \$2,000 per unit threshold, but that's the hope. \$2,000 was the threshold at which we saw a lot of decreased interest in respondents and it's approximately what the current vendor is quoting for the iteration of the hardware package that's in use now. It's not a perfect answer, but I believe a couple municipalities in a similar situation (budget prep looming) incorporated

the \$2,000 figure into their math for future equipment purchases. As we move through the procurement process, any and all updates to the program will be communicated to all clerks accordingly.

Please let me know if you have additional questions or concerns and I'd be happy to assist.

Thank you,
Cody



From: Elections HelpDesk <elections@wisconsin.gov>
Sent: Tuesday, June 8, 2021 12:11 PM
To: Davies, Cody C - ELECTIONS <CodyC.Davies@wisconsin.gov>
Subject: FW: Badger Books - Village Budget Capital Plan
Importance: High

From: Kelly Meyer <KMeyer@villageoffoxpoint.com>
Sent: Tuesday, June 08, 2021 12:10 PM
To: Elections HelpDesk <elections@wisconsin.gov>
Subject: RE: Badger Books - Village Budget Capital Plan
Importance: High

Good afternoon.

Village of Fox Point is looking for information and a potential quote to budget into our 5 year capital plan for budget of 2022. Please let me know who I should contact directly. I understand there may be some changes to the badger books prior to 2022/2023/2024.

Thank you.

Sincerely,



Kelly A. Meyer, CMC/WCMC
Professional Village Clerk Treasurer
Village of Fox Point, Population 6826
Milwaukee County
7200 N Santa Monica Blvd.
Fox Point, WI 53217
(414) 351-8900 – Main
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Proposed Road and Utility Reconstruction Schedule - 10 year term							Village Board Agenda Pckt-July 13, 2021
2022-2032 - June 18, 2021							Page 142 of 167
Year	Proposed Road/UtilityConstruction	Length (feet)	Total Length	Average Road Rating (2019)	Last Repaved	Notes	Date of Water Main Installation
2022	Blackhawk	792		5	1989		1988
	Bradley	4173		4	1991	Some portions are a 5 or 6 and were paved in 2001.	1932
	Wye Lane	950		4	2004		
			5915			Moved Daisy to 2023 and Coleman to 2029.	
2023	Bell (Lake to Calumet)	2429		4	1996		1931
	Daisy	845		5	1998	A small portion was paved when the bridge was built.	1931
	Bridge	750		5	2002	A small portion was paved when the bridge was built.	
	Yates (Santa Monica to Green Tree)	2165		4	1994		1935
						Moved Santa Monica to 2024 and added Bridge.	
			6189				
2024	Beach Drive (Lake to the bottom)	1531		6	1995		
	Santa Monica (Yates to Green Tree)	2429		4	1988		1931
	Thorn Lane	1214		5			
						Moved Santa Monica (GT to Calumet) to 2026, Yates (GT to SM) to 2025 & Community PI to 2029.	
			5174				
2025	Lake Drive (School to Dean)	14,000			1998	Plans and specifications are due to DOT by May 2023. If funding is available, DOT will fund the project in 2024 (fiscal year begins July 1, 2023); if not, then in 2025. Cost split is 80/20 except for certain improvements that the DOT may not deem necessary but the Village requests.	
	Lake Drive (Water main)				1998		
	Yates (Green Tree north to SM)	1795		5	1994		1931
			15,795				
2026	Santa Monica (GT to Calumet)	3960		6	1997		
			3960				1931
2027	Crossway (Calumet to Fairchild)	850		5	1990	36 foot boulevard rated either a 4 or 6.	1931/1940/1954/1989
	Crossway (Fairchild to Yates)	3062		6	1990	Some portions are rated a 5; non-boulevard area 22 feet wide.	1931/1940/1954/1989
	Mall Road	581		6	2008	This should be cheaper as there are no laterals coming into this piece. No water main in this segment.	1954
						Was originally planned for 2026.	
			4493				
2028	Santa Monica (Calumet to Bradley)	2640		6	1999		1952;1955
	Regent Road (Calumet to Bradley)	2903		5	1990	Only 500 feet south of Bradley needs replacement.	1989
						Was originally planned for 2027.	
			5543				
2029	Coleman	158		6	1993		1931
	Community Place	475		5	1965		1943
	Longacre	2798		5	1996	A section was done in 1994	
			3431			Longacre was added to coincide with Community Place.	
2030	Santa Monica (Bradley to Dean)	2693		6	2000		1941 , 1978
	Santa Monica Horseshoes	1162		6	2004		1931/1934/1940/1953/1978/1989
			3855			Was originally planned for 2028.	
2031	Allen Lane	898		6	2001	Northern most 600 feet needs replacement.	1993
	Dean Road (Lake to Fox)	2640		3			
	Goodrich Court	422		4	1999		1958
	Goodrich Lane(Fox to Goodrich CT)	2006		5	1999	800 feet is new.	2008
	Gray Log Lane(Lake to Goodrich)	4225		5	1999	The rest was already replaced.	2008
			10191			Was originally planned for 2029.	
2032	Regent Court North	211		6	2000		2000
	Regent Court South	528		7	1968		2001
	Regent Road (Dean to Village limits)	2429		6	2000		1937, 1948
			3168			Was originally planned for 2030.	

Fox Point Paving Program Worksheet prepared August 23, 2012 Updated October 30, 2013 Updated November 24, 2015 Updated March 18, 2019 & November 19, 2019 Updated September 15, 2020 Updated April 19, 2021		
Year	Roads Paved	LF Paved
1988	Barnett (Lake - Green Tree) (Repaved in 2020) Poplar (Repaved in 2018) Santa Monica (Yates - Green Tree)	7,022
1989	Blackhawk Fairchild (Seneca-Blackhawk) Regent (Bradley-Dean) (Will be repaving in 2021) Whitney (Repaved 2013)	7,342
1990	Crossway Good Hope (Repaved in 2017) Regent (Calumet-Bradley) Santa Monica bridge approaches (Repaved 2004)	8,235
1991	Bradley (Poplar-Port Washington) Calumet (Santa Monica-Lake) (Repaved in 2019) Foxcroft Court	4,437
1992	Calumet (Port Washington-Santa Monica) (2019) Fairchild (Calumet-Seneca) Green Tree (W. limits - Lake) (Repaved in 2012) Santa Monica (S. limits - Daphne) Seneca (Calumet-Fairchild)	5,967
1993	Cherokee Club Circle (Repaved in 2018) Coleman Dean (Regent - Lake) Indian Creek (Manor - Dean)	7,870
1994	Clair Ct. Longacre (Santa Monica-Yates) Spoonier (Indian Creek-Regent) Yates	5,596
1995	Beach Hill	3,115

	Links Circle	
1996	Beach (south end) Bell (Calumet - Lake) Fairchild (Blackhawk-Santa Monica) Longacre (Yates - Santa Monica (N)) School (Paved with WFB in 2017)	6,917
1997	Mohawk (Dunwood-Bradley) Santa Monica (Green Tree-MacArthur)	6,415
1998	Acacia (Repaved in 2020 and 2021) Apple Tree Bywater Lake Drive Clovernook Daisy Daphne Hyde Links (Portage-Hyde) Point	10,931
1999	Birch Hill Court Fox Lane (Dean to Gray Log) Goodrich Court Goodrich Lane (paved from Lake to Ct. 2018) Gray Log Lane Green Tree Road (east of Lake) Lilac Lane Portage Road Santa Monica (MacArthur-Bradley) View Place Winkler Lane	16,422
2000	Bayfield Road Bell Road (Calumet to MacArthur) Boyd Way Dean (Port Washington-Regent) Fox Lane (Gray Log to Bywater) MacArthur Navajo (Bradley to Cherokee) Regent (Dean-N. Village limits) Regent Court (8600 block) Santa Monica (Bradley-Dean) Seneca (Bradley-Cherokee) Van Dyke Willow Road (Mohawk-Santa Monica - Regent to Santa	19,430

	Monic repaved in 2013)	
2001	Allen Lane Bradley (Poplar to Lake) Churchill Place Dean (Lake to Fox) Dunwood Road Fox Lane (Bywater to Poplar) Links Way (Bradley to Spooner) Lombardy Court Lombardy Road Mohawk (Mall to Calumet) Port Washington Court Quarles Place Spooners (Regent to Santa Monica) Suburban Court Suburban Drive	19,612
2002	Barnett Lane (Green Tree to termini) Belmont Lane Bergen Drive (Port Washington west to termini) Berkeley Blvd. Bradley Road (Port Washington west to termini) Bridge Lane Dean Court Dean Road (Port Washington to Dean Court) Fairchild Circle Fox Croft Lane Foxdale Road (Village limits to Yates) Indian Creek Court Indian Creek Parkway (Port Washington to Manor) Nokomis Court Regent Road (horseshoes) Seneca Court Seneca Road (Indian Creek north to Village limits)	20,064
2003	Beach Court Beach Drive (7106-N. Cul de sac) Greenvale Road Links (Churchill-N. Village limits) Private road off Barnett Spooners (Lake-Poplar) Thorn Lane	11,487
2004	Bergen Drive (Port Washington to Seneca)	6,494

	Holly Court	
	Iroquois Road	
	Lake Drive Service Road	
	Santa Monica (Daphne to Yates and horseshoes)	
	Wye Lane	
2005	No roads paved	
2006	Mohawk (Willow-Indian Creek)	950
2007	Beach Drive (from 7120 south to termini)	1,236
	Mohawk (Willow-Bradley)	
2008	Mall Road	2,745
	Manor Court	
	Manor Lane	
2009	Fairchild (Calumet-Crossway)	1,267
	Juniper Lane	
2010	Fox Dale Court	2,481
	Fox Dale Road	
	Reynard Road	
2011	No roads paved	
2012	Green Tree Road (Village limits-Lake)	2,059
2013	Regent Road (Regent Ct #3 to Willow)	476
	Santa Monica Blvd (S.M. Ct #1 to Willow)	
	- Northbound	497
	- Southbound	293
	Whitney Road (Dean to Bradley)	2,641
	Willow Road (Regent to Santa Monica)	951
	Beach Drive (Willets Road)	300
	Total 2013 Paving	5,158
2014	Barnett Lane (termini toward Belmont 175 feet)	175
	Bridge Lane (from 135 feet west of Daisy to termini)	260
	Daisy Lane (from Bridge Lane toward Lake)	110
	Total 2014 Paving	545
2015	Bergen Court	581
2016	Dean Road (intersection of Dean and Santa Monica)	325
	Santa Monica (intesection of Dean Road)	300
	Lake Dr. (patching around manholes)	

	Total 2016 Paving	625
2017	Good Hope Road	422
	Crossway (Good Hope Road intersection)	115
	Navajo (Glendale limits to Calumet)	1,800
	Seneca (Glendale limits to Calumet)	1,850
	School Road (WFB coordinated the work)	690
	Lake Dr. (patching around manholes)	
	Quarles (patch - from path to 1015 E. Quarles)	130
	Total 2017 Paving	5,007
2018	Poplar (Bradley to Dean)	2,640
	Club Circle	3,330
	Lilac (Lake to Club)	1,160
	Gray Log Lane (Winkler - Goodrich - patch/pave)	300
	Goodrich Lane (Gray Log to Goodrich Ct.)	450
	Lake Dr. (patching around manholes)	
	Bell Road (patch west of Longacre)	
	Total 2018 Paving	7,880
2019	Goodrich (Gray Log to Lake)	650
	Calumet Road (Port Washington to Lake Drive)	4,100
	Bergen (Port Washington to 360 West Bergen)	300
	Total 2019 Paving	5,050
2020	Barnett Lane (Lake Drive to Green Tree)	1,953
	View Place	370
	Acacia (Lake Drive to 150 feet +/- east of S.M.)	700
	Green Tree Road (Barnett west 140 feet +/-)	140
	Total 2020 Paving	3,163
NOTES:		
1. Between 1988 and 1997, the Village paved an average of approximately 6,300 feet of roadway each year.		
2. Between 1998 and 2003, the Village paved an average of approximately 16,300 feet of		

roadway each year with the largest amount (4 to 5 miles worth of road) occurring in 1999, 2000, 2001, and 2002.

3. In 2004, the Village paved 6,494 feet of roadway.

4. Between 2005 and 2015, the Village paved an average of 1,550 feet of roadway each year, with two years (2005 and 2011) not having any paving work performed.

	A	B	C	D	E	F	G	H
1	DEPARTMENT OF PUBLIC WORKS LONG TERM CAPITAL FUND Proposed 2022-2026 Projects 18-Jun-21							
2								
3								
4								
5	YEAR	DEPARTMENT	ACCOUNT #	TYPE OF REQUEST	ITEM DESCRIPTION	PURPOSE/RATIONALE	AGE OF ITEM REPLACED	COST
6	<u>2022</u>							
7	<i>GIS</i>							
8	2022	DPW	10-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$15,000
9	2022	WATER	50-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
10	2022	SEWER	21-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
11	2022	STORM	25-53800-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
12	<i>FORESTRY</i>							
13	2022	DPW		FORESTRY	EAB management	Manage ash in the Village - treatments, removals, plantings and administration (post 8-year)	Varies	\$75,000
14	2022	DPW		FORESTRY	Annual tree planting	Routine tree removals and plantings	Varies	\$16,000
15	2022	DPW		FORESTRY	Diseased elm removal	Remove diseased elms in the Village ROW	Varies	\$14,000
16	<i>MISC. CAPITAL</i>							
17	2022	DPW		FACILITIES	HVAC AND BOILERS	EMERGENCY REPAIRS TO OLD PIPES AND VALVES	N/A (HIGH)	\$30,000
18	2022	DPW		MISC	Miscellaneous consultant tasks	Capital account in place to assist with engineering reviews of applications	NA	\$15,000
19	2022	DPW		SIGNS	Sign replacement	Replace signs to comply with the retroreflectivity requirements	20+ years	\$15,000
20	2022	DPW		STREETS	Street patching and grinding	Patching and grinding of various roads	20+ years	\$60,000
21	2022	DPW		DPW	Patch and repaint tennis courts	Longacre Park		\$17,000
22	2022	DPW		DPW	Patch and repaint tennis courts	Indian Creek		\$20,000
23	<i>SEWER</i>							
24	2022	SEWER		INFRASTRUCTURE	Lateral rehab	Rehabilitation of the private property laterals in Basin Nos. 2 & 3	30-90 years	\$160,000
25	2022	SEWER		INFRASTRUCTURE	Sewer and manhole rehab	Rehabilitation of the sewers in Basin Nos. 1 and 6	30-90 years	\$156,000
26	2022	SEWER		INFRASTRUCTURE	Manhole rehab	Rehab 83 manholes in Basin No. 3		\$180,000
27	2022	SEWER		INFRASTRUCTURE	Televising	Televise sanitary sewers in the Village to confirm conditions	30-90 years	\$15,000
28	<i>STORM</i>							
29	2022	STORM		INFRASTRUCTURE	Drainage improvements	7000 block of Fairchild Cr; rough estimate at about \$250/ft plus construction inspection costs		\$50,000
30	2022	STORM	25-91500-835	INFRASTRUCTURE	Storm replacement	General storm sewer improvements as needed; INCREASE FROM \$25,000 DUE TO CONDITION OF PIPES	40-90 years	\$50,000
31	2022	STORM		INFRASTRUCTURE	Drainage/TMDL	Ditch mitigation Boyd Way		\$50,000
32	2022	STORM		INFRASTRUCTURE	Televising/assessment	Televising & Storm sewer assessments	40-90 years	\$50,000
33	2022	DPW		STORM	Drainage Modifications	Portage & Lake Drainage Modifications		\$150,000
34	2022	DPW		STORM	Drainage Improvements	Bywater drainage improvements		\$75,000
35	2022	DPW		STORM	Drainage Improvements	Lining of storm/overflow sanitary pipe (abandoned - can be used for storm sewer purposes) - Fox and Lake		\$30,000
36	<i>PROJECTS (DESIGN)</i>							
37	2022	STORM	25-91500-845	ROADS	Design Storm Water Road Reconstruction	Design for Bell, Bridge, Daisy and Yates (Santa Monica to Green Tree)		\$30,000
38	2022	DPW	40-91500-801	ROADS	Design Road Reconstruction	Design for Bell, Bridge, Daisy and Yates (Santa Monica to Green Tree)		\$35,000
39	2022	WATER	50-81000-651	ROADS	Design Water Road Reconstruction	Design for Bell, Bridge, Daisy and Yates (Santa Monica to Green Tree)		\$50,000
40	2022	DPW	40-91500-801	ROADS	Design Lake Drive	Design Lake Drive (Storm & Road)		\$75,000
41	<i>PROJECTS</i>							
42	2022	STORM	25-91500-845	ROADS	Road Reconstruction Storm Water	Road Reconstruction for Blackhawk, Bradley, & Wye		\$640,000
43	2022	STORM	25-91500-845	ROADS	Construc Mgmt Storm Water Road Reconstruction	Construction Mgmt for storm water on Blackhawk, Bradley, & Wye		\$75,000
44	2022	DPW	40-91500-801	ROADS	Road Reconstruction	Reconstruction of Blackhawk, Bradley, & Wye		\$795,000
45	2022	DPW	40-91500-801	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Blackhawk, Bradley, & Wye		\$100,000
46	2022	WATER	50-81000-800	ROADS	Road Reconstruction Water	Replace water mains on Blackhawk, Bradley, & Wye		\$1,100,000
47	2022	WATER	50-81000-800	ROADS	Construc Mgmt Water Road Reconstruction	Construction Mgmt for water main replacement on Blackhawk, Bradley, & Wye		\$130,000
48	2022	SEWER		INFRASTRUCTURE	Manhole adjustments	Adjust manholes during street reconstruction projects	47 years	\$20,000
49	<i>BEACH DRIVE SHORELINE</i>							
50	2022	SEWER		INFRASTRUCTURE	Relocation	Relocation of Sanitary Sewer on Beach Drive		\$700,000
51	2022	STORM		STORM	Shoreline	Beach nourishment project along the shoreline		\$1,800,000
52	<i>WATER</i>							
53	2022	Water	50-81000-800	Relay	Relay water main	Relay water main in 8000-8045 block of Beach Drive to be in road and do as part of Beach Drive project		\$250,000
54	<i>EQUIPMENT</i>							
55	2022	DPW		EQUIPMENT	#17 DUMP W/ PLOW	REPLACE DUMP TRUCK WITH EGR ISSUES	2009 (Medium)	\$160,000
56	2022	DPW		EQUIPMENT	#13 RUBBISH PACKER	REPLACE RUBBISH PACKER WITH TRANSMISSION ISSUES	2011 (High)	\$200,000
57	2022	DPW		EQUIPMENT	#126 WATER UTILITY VAN	REPLACE WATER UTILITY VAN W/ GENERATOR	1995 (High)	\$230,000

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1	DEPARTMENT OF PUBLIC WORKS LONG TERM CAPITAL FUND Proposed 2022-2026 Projects 18-Jun-21							
2								
3								
4								
5	YEAR	DEPARTMENT	ACCOUNT #	TYPE OF REQUEST	ITEM DESCRIPTION	PURPOSE/RATIONALE	AGE OF ITEM REPLACED	COST
58	2022	DPW		EQUIPMENT	#67 WHEEL LOADER	REPLACE WHEEL LOADER WITH ENGINE VALVE ISSUES	2009 (Low)	\$200,000
59	2022	DPW		EQUIPMENT	5 Scooters	Replace 2 Scooters		\$70,000
60	2022	DPW		EQUIPMENT	PLOW	Plow for Avant		\$6,000
61	2022	DPW		EQUIPMENT	#12 Skid Loader	Replace Skid Loader with attachments	2008 (Medium)	\$75,000
62	2023							
63	<i>GIS</i>							
64	2023	DPW	10-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$15,000
65	2023	WATER	50-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
66	2023	SEWER	21-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
67	2023	STORM	25-53800-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
68	<i>FORESTRY</i>							
69	2023	DPW		FORESTRY	EAB management	Manage ash in the Village - treatments, removals, plantings and administration (post 8-year)	Varies	\$75,000
70	2023	DPW		FORESTRY	Annual tree planting	Routine tree removals and plantings	Varies	\$17,000
71	2023	DPW		FORESTRY	Diseased elm removal	Remove diseased elms in the Village ROW	Varies	\$13,000
72	<i>BEACH DRIVE SHORELINE</i>							
73	2023	DPW		DPW	Beach Drive Shoreline	Maintenance & Misc/ Repairs for Beach Drive Shoreline		\$25,000
74	<i>MISC. CAPITAL</i>							
75	2023	DPW		DPW	Playground Equipment	General playground equipment (Spooner & Indian Creek)		\$65,000
76	2023	INSPECTION		GIS	Electronic permitting	Create forms and tools to more efficiently perform inspections	NA	\$25,000
77	2023	DPW		PEDESTRIAN PATHS	Replace pedestrian path	Replace the pedestrian path between Lombardy and Longacre	25 years +/-	\$21,000
78	2023	DPW		STREETS	Street patching and grinding	Patching and grinding of various roads	20+ years	\$60,000
79	<i>EQUIPMENT</i>							
80	2023			EQUIPMENT	#36 & #62 LEAF LOADERS	REPLACE BOTH LEAF LOADERS / TRAILER-MOUNTED VACUUMS	2002 / 20-25 years	\$60,000
81	2023	DPW		EQUIPMENT	#113 PICK-UP W/PLOW 4X4	REPLACE A PICK-UP TRUCK W/PLOW & LIFTGATE 4X4	2011 / 10-14 years	\$50,000
82	2023	STORM WATER		EQUIPMENT	#127-4" TRASH PUMP	REPLACE 4" TRASH PUMP	1998	\$2,500
83	2023	DPW		EQUIPMENT	#112 FORD RANGER	REPLACE 4x2 PICK UP TRUCK (Inspector's truck)	2007	\$40,000
84	<i>SEWER</i>							
85	2023	SEWER		INFRASTRUCTURE	Lateral rehab	Rehabilitation of private property laterals	30-90 years	\$150,000
86	2023	SEWER		INFRASTRUCTURE	Sewer and manhole rehab	Rehabilitation of the sewer and manholes in Basin Nos. 3 & 4	30-90 years	\$250,000
87	2023	SEWER		INFRASTRUCTURE	Sewer abandonment	Abandon sanitary sewers under residential homes and reroute (construction)	30-80 years	\$105,000
88	2023	SEWER		INFRASTRUCTURE	I/I investigation	Perform an I/I investigation to obtain flow data post-rehab - particularly along Beach Drive	NA	\$100,000
89	2023	SEWER		INFRASTRUCTURE	Televising	Televise sanitary sewers in the Village to confirm conditions	30-90 years	\$15,000
90	<i>STORM</i>							
91	2023	STORM	25-91500-835	INFRASTRUCTURE	Storm replacement	General storm sewer improvements as needed; INCREASE FROM \$25,000 DUE TO CONDITION OF PIPES	40-90 years	\$50,000
92	2023	STORM		MAINTENANCE	Sewer Assessments	Storm sewer assessments & televising		\$40,000
93	2023	STORM		INFRASTRUCTURE	Drainage improvements	Drainage pipe mitigation, undersized drainage pipes		\$115,000
94	2023	STORM		INFRASTRUCTURE		Spot repairs and lining of storm sewer pipe - Gray Log Lane north of Fox Lane		\$50,000
95	2023	STORM		INFRASTRUCTURE	Pavement	Indian Creek parking lot, green infrastructure with MMSD		\$58,000
96	<i>PROJECT (DESIGN)</i>							
97	2023	DPW	40-91500-801	ROADS	Design Road Reconstruction	Design for Santa Monica (Yates to Green Tree), Beach Drive (Lake to bottom) & Thorn Lane		\$25,000
98	2023	STORM	25-91500-845	ROADS	Design Storm Water Road Reconstruction	Design for Santa Monica (Yates to Green Tree), Beach Drive (Lake to bottom) & Thorn Lane		\$20,000
99	2023	WATER	50-81000-651	ROADS	Design Water Road Reconstruction	Design for Santa Monica (Yates to Green Tree), Beach Drive (Lake to bottom) & Thorn Lane		\$35,000
100	2023	DPW	40-91500-801	ROADS	Design Lake Drive	Design Lake Drive (Storm & Road)		\$75,000
101	<i>PROJECTS</i>							
102	2023	DPW	40-91500-801	ROADS	Road Reconstruction	Reconstruct Bell (Lake to Calumet), Daisy, Bridge & Yates (Santa Monica to Green Tree)		\$640,000
103	2023	DPW	40-91500-801	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Bell (Lake to Calumet), Daisy, Bridge & Yates (Santa Monica to Green Tree)		\$90,000
104	2023	STORM	25-91500-845	ROADS	Road Reconstruction Storm Water	Road Reconstruction for Bell (Lake to Calumet), Daisy, Bridge & Yates (Santa Monica to Green Tree)		\$510,000
105	2023	STORM	25-91500-845	ROADS	Construc Mgmt Storm Water Road Reconstruction	Construction Mgmt for storm water on Bell (Lake to Calumet), Daisy, Bridge & Yates (Santa Monica to Green Tree)		\$70,000
106	2023	WATER	50-81000-651	ROADS	Road Reconstruction Water	Road Reconstruction for Bell (Lake to Calumet), Daisy, Bridge & Yates (Santa Monica to Green Tree)		\$980,000
107	2023	WATER	50-81000-651	ROADS	Construc Mgmt Water Road Reconstruction	Construction Mgmt for storm water on Bell (Lake to Calumet), Daisy, Bridge & Yates (Santa Monica to Green Tree)		\$50,000
108	2023	SEWER		INFRASTRUCTURE	Manhole adjustments	Adjust manholes during street reconstruction projects	25-30 years	\$30,000
109								

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1	DEPARTMENT OF PUBLIC WORKS LONG TERM CAPITAL FUND Proposed 2022-2026 Projects 18-Jun-21							
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5	YEAR	DEPARTMENT	ACCOUNT #	TYPE OF REQUEST	ITEM DESCRIPTION	PURPOSE/RATIONALE	AGE OF ITEM REPLACED	COST
110	2024							
111	GIS							
112	2024	DPW	10-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$15,000
113	2024	WATER	50-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
114	2024	SEWER	21-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
115	2024	STORM	25-53800-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
116	FORESTRY							
117	2024	DPW		FORESTRY	EAB management	Manage ash in the Village - treatments, removals, plantings and administration (post 8-year)	Varies	\$75,000
118	2024	DPW		FORESTRY	Annual tree planting	Routine tree removals and plantings	Varies	\$16,000
119	2024	DPW		FORESTRY	Reinventory	Reinventory Village Trees		\$45,000
120	2024	DPW		FORESTRY	Diseased elm removal	Remove diseased elms in the Village ROW	Varies	\$14,000
121	EQUIPMENT							
122	2024	DPW		EQUIPMENT	#60 BRUSH CHIPPER	REPLACE LARGE BRUSH CHIPPER	2011 12-14 years	\$50,000
123	2024	DPW		EQUIPMENT	#24 PICK-UP TRUCK 4X2	REPLACE DPW PICK-UP TRUCK 4X2	2011 / 12-14 YEARS	\$50,000
124	2024	DPW		EQUIPMENT	#8 PICK-UP W/PLOW 4X4	REPLACE PICK-UP TRUCK W/PLOW & LIFTGATE 4X4	2010 / 10-14 YEARS	\$50,000
125	2024	DPW		EQUIPMENT	#91 SULLAIR COMPRESSOR	REPLACE AIR COMPRESSOR	2004	\$40,000
126	2024	DPW		EQUIPMENT	#130 END WALL TRAILER	REPLACE END WALL TRAILER	1956	\$4,000
127	2024	DPW		EQUIPMENT	#113 Pick up with Plow 4x4	Replace pick up truck with plow and liftgate	2011	\$50,000
128	2024	DPW		EQUIPMENT	#123 TANDEM MOWER TRAILER	REPLACE TANDEM-AXLE MOWER TRAILER	1992	\$6,000
129	PROJECTS DESIGN							
130	2024	DPW	40-91500-801	ROADS	Design Lake Drive	Design Lake Drive (Storm & Utility)		\$50,000
131	2024	DPW	40-91500-801	ROADS	Design Road Reconstruction	Design for Lake Drive (School to Dean) & Yates (Green Tree north to SM)		\$10,000
132	2024	STORM	25-91500-845	ROADS	Design Storm Water Road Reconstruction	Design for Lake Drive (School to Dean) & Yates (Green Tree north to SM)		\$90,000
133	2024	WATER	50-81000-651	ROADS	Design Water Road Reconstruction	Design for Lake Drive (School to Dean) & Yates (Green Tree north to SM)		\$145,000
134	PROJECTS							
135	2024	DPW	40-91500-801	ROADS	Road Reconstruction	Reconstruct Beach Drive (Lake to the bottom) Santa Monica (Yates to Green Tree) Thorn Lane		\$530,000
136	2024	DPW	40-91500-801	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Beach Drive (Lake to the bottom) Santa Monica (Yates to Green Tree) Thorn Lane		\$55,000
137	2024	WATER	50-81000-651	ROADS	Road Reconstruction	Reconstruct Beach Drive (Lake to the bottom) Santa Monica (Yates to Green Tree) Thorn Lane		\$575,000
138	2024	WATER	50-81000-651	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Beach Drive (Lake to the bottom) Santa Monica (Yates to Green Tree) Thorn Lane		\$85,000
139	2024	STORM	25-91500-845	ROADS	Road Reconstruction	Reconstruct Beach Drive (Lake to the bottom) Santa Monica (Yates to Green Tree) Thorn Lane		\$430,000
140	2024	STORM	25-91500-845	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Beach Drive (Lake to the bottom) Santa Monica (Yates to Green Tree) Thorn Lane		\$45,000
141	2024	SEWER		INFRASTRUCTURE	Manhole adjustments	Adjust manholes during street reconstruction projects	25-30 years	\$35,000
142	BEACH DRIVE SHORELINE							
143	2024	DPW		DPW	Beach Drive Shoreline	Maintenance & Misc/ Repairs for Beach Drive Shoreline		\$25,000
144	MISC. CAPITAL							
145	2024	DPW		DPW	Playground Equipment	Playground equipment at pool		\$30,000
146	2024	INSPECTION		GIS	Electronic permitting	Create forms and tools to more efficiently perform inspections	NA	\$25,000
147	2024	VILLAGE HALL		FACILITIES	New DPW/Village Hall facility	Estimate based loosely off Brown Deer's cost of \$9m understanding we would do smaller facility		\$7,500,000
148	2024	DPW		MISC	Paths	Repave pedestrian path (Holly Ct to School)		\$75,000
149	SEWER							
150	2024	SEWER		INFRASTRUCTURE	Lateral rehab	Rehabilitation of the private property laterals in Basin Nos. 4 & 5	30-90 years	\$150,000
151	2024	SEWER		INFRASTRUCTURE	Sewer and manhole rehab	Rehabilitation of the sewer and manholes in Basin Nos. 4 & 5	30-90 years	\$250,000
152	2024	SEWER		INFRASTRUCTURE	Televising	Televise sanitary sewers in the Village to confirm conditions	30-90 years	\$15,000
153	2024	SEWER		INFRASTRUCTURE	Sewer abandonment	Abandon sanitary sewers under residential homes and reroute (construction)	30-80 years	\$213,000
154	STORM							
155	2024	STORM		STORM	Replace retaining wall	Replace retaining wall at Manor & Indian Creek (Design & Construction) Includes removing concrete channel & repairing erosion		\$400,000
156	2024	STORM		DPW	SWMP update	Update the stormwater management plan (performed approx. every 5 years)	5 years	\$90,000
157	2024	STORM	25-91500-835	INFRASTRUCTURE	Storm replacement	General storm sewer improvements as needed; INCREASE FROM \$25,000 DUE TO CONDITION OF PIPES	40-90 years	\$50,000
158	2024	STORM		MAINTENANCE	Sewer Assessments	Storm sewer assessments & televising		\$40,000
159	WATER							
160	2024	Water	50-81000-800	Relay	Relay water main	Relay main in easement between Port Washington and Iroquois in the 7300 block (pipe burst?)		\$75,000
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5	YEAR	DEPARTMENT	ACCOUNT #	TYPE OF REQUEST	ITEM DESCRIPTION	PURPOSE/RATIONALE	AGE OF ITEM REPLACED	COST
162	<u>2025</u>							
163	GIS							
164	2025	DPW	10-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$15,000
165	2025	WATER	50-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
166	2025	SEWER	21-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
167	2025	STORM	25-53800-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
168	FORESTRY							
169	2025	DPW		FORESTRY	EAB management	Manage ash in the Village - treatments, removals, plantings and administration (post 8-year)	Varies	\$75,000
170	2025	DPW		FORESTRY	Annual tree planting	Routine tree removals and plantings	Varies	\$18,000
171	2025	DPW		FORESTRY	Diseased elm removal	Remove diseased elms in the Village ROW	Varies	\$12,000
172	EQUIPMENT							
173	2025	STORM		EQUIPMENT	#85 CULVERT CLEANER	REPLACE PRESSURE WASHER/CULVERT JETTER	2002 / 20-25 years	\$18,000
174	2025	DPW		EQUIPMENT	#22 PICK-UP TRUCK 4X4	REPLACE DPW PICK-UP TRUCK 4X4 (DPW FOREMAN)	2016 / 7/9 YEARS	\$40,000
175	2025	DPW		EQUIPMENT	#5 DUMP 5 YD PLOW & SPREADER	REPLACE DUMP TRUCK, 11' PLOW, TAILGATE SPREADER & CONTROLS (NOTE: LEAF TRUCK)	2013 / 10-14 YEARS	\$160,000
176	2025	DPW		EQUIPMENT	#11 DUMP 5 YD W/ PLOW	REPLACE DUMP TRUCK, 11' PLOW & CONTROLS (NOTE: LEAF TRUCK)	2013 / 10-14 YEARS	\$150,000
177	2025	WATER		EQUIPMENT	#14 VALVE BOX VACUUM	REPLACE THE TRAILER-MOUNTED VALVE BOX VACUUM	2008 / 14-18 YEARS	\$20,000
178	2025	DPW		EQUIPMENT	#74 ASPHALT ROLLER	REPLACE THE ASPHALT ROLLER	1999 / 25-30 years	\$30,000
179	2025	DPW		EQUIPMENT	#75 ROLLER TRAILER	REPLACE THE ASPHALT ROLLER TRAILER	1999 / 25-30 years	\$6,000
180	BEACH DRIVE SHORELINE							
181	2025	DPW		DPW	Beach Drive Shoreline	Maintenance & Misc/ Repairs for Beach Drive Shoreline		\$25,000
182	MISC. CAPITAL							
183	2025	DPW		DPW	DPW Yard	DPW Yard - pave remaining yard, modify storage areas and add cold storage (if new facility not built)	50+ years	\$450,000
184	2025	DPW		MISC	Miscellaneous consultant tasks	Capital account in place to assist with engineering reviews of applications		\$15,000
185	2025	INSPECTION		GIS	Electronic permitting	Create forms and tools to more efficiently perform inspections	NA	\$25,000
186	SEWER							
187	2025	SEWER		INFRASTRUCTURE	Sewer abandonment	Abandon sanitary sewers under residential homes and reroute (construction)	30-80 years	\$60,000
188	2025	SEWER		INFRASTRUCTURE	Lateral rehab	Rehabilitation of the private property laterals in Basin No. 7, 8, & 9	30-90 years	\$150,000
189	2025	SEWER		INFRASTRUCTURE	Sewer and manhole rehab	Rehabilitation of the sewer and manholes in Basin Nos. 5 - 9	30-90 years	\$250,000
190	2025	SEWER		INFRASTRUCTURE	Televising	Televise sanitary sewers in the Village to confirm conditions	30-90 years	\$15,000
191	STORM							
192	2025	STORM		INFRASTRUCTURE	Retaining wall	Replace outfall structure at 7900 N Beach Drive (Design & Construction)		\$500,000
193	2025	STORM		MAINTENANCE	Sewer Assessments	Storm sewer assessments & televising		\$40,000
194	2025	STORM	25-91500-835	INFRASTRUCTURE	Storm replacement	General storm sewer improvements as needed; INCREASE FROM \$25,000 DUE TO CONDITION OF PIPES	40-90 years	\$50,000
195	PROJECTS (DESIGN)							
196	2025	STORM	40-91500-801	ROADS	Design Road Reconstruction	Design for Santa Monica (Green Tree to Calumet)		\$20,000
197	2025	DPW	25-91500-845	ROADS	Design Road Reconstruction	Design for Santa Monica (Green Tree to Calumet)		\$20,000
198	2025	WATER	50-81000-651	ROADS	Design Road Reconstruction	Design for Santa Monica (Green Tree to Calumet)		\$35,000
199	PROJECTS							
200	2025	DPW	40-91500-801	ROADS	Road Reconstruction	Reconstruct Lake Drive (School to Dean) & Yates (Green Tree North to SM)		\$190,000
201	2025	DPW	40-91500-801	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Lake Drive (School to Dean) & Yates (Green Tree North to SM)		\$25,000
202	2025	STORM	25-91500-845	ROADS	Road Reconstruction	Reconstruct Lake Drive (School to Dean) & Yates (Green Tree North to SM)		\$1,200,000
203	2025	STORM	25-91500-845	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Lake Drive (School to Dean) & Yates (Green Tree North to SM)		\$125,000
204	2025	WATER	50-81000-651	ROADS	Road Reconstruction	Reconstruct Lake Drive (School to Dean) & Yates (Green Tree North to SM)		\$2,100,000
205	2025	WATER	50-81000-651	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Lake Drive (School to Dean) & Yates (Green Tree North to SM)		\$210,000
206	2025	SEWER		INFRASTRUCTURE	Manhole adjustments	Adjust manholes during street reconstruction projects	25-30 years	\$50,000
207	<u>2026</u>							
208	GIS							
209	2026	DPW	10-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$15,000
210	2026	WATER	50-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
211	2026	SEWER	21-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
212	2026	STORM	25-53800-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000

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5	YEAR	DEPARTMENT	ACCOUNT #	TYPE OF REQUEST	ITEM DESCRIPTION	PURPOSE/RATIONALE	AGE OF ITEM REPLACED	COST
213	FORESTRY							
214	2026	DPW		FORESTRY	EAB management	Manage ash in the Village - treatments, removals, plantings and administration (post 8-year)	Varies	\$75,000
215	2026	DPW		FORESTRY	Annual tree planting	Routine tree removals and plantings	Varies	\$19,000
216	2026	DPW		FORESTRY	Diseased elm removal	Remove diseased elms in the Village ROW	Varies	\$11,000
217	MISC. CAPITAL							
218	2026	DPW		MISC	Miscellaneous consultant tasks	Capital account in place to assist with engineering reviews of applications		\$15,000
219	BEACH DRIVE SHORELINE							
220	2026	DPW		DPW	Beach Drive Shoreline	Maintenance & Misc/ Repairs for Beach Drive Shoreline		\$25,000
221	EQUIPMENT							
222	2026	DPW		EQUIPMENT	#49 OFF-ROAD UTILITY VEH.	REPLACE THE OFF-ROAD UTILITY VEHICLE W/CAB & ACCESSORIES	2004 / 20-25 years	\$35,000
223	2026	DPW		EQUIPMENT	#110 SUV DPW/VH STAFF	REPLACE THE SUV GENERALLY USED BY DPW & VH STAFF	2014 / 10-15 years	\$35,000
224	2026	DPW		EQUIPMENT	#20 DUMP TRUCK	REPLACE DUMP TRUCK W/PLOW,WING,SALTER	2015	\$180,000
225	2026	DPW		EQUIPMENT	#97 PRESSURE WASHER	REPLACE WALL MOUNTED PRESSURE WASHER	2011	\$10,000
226	STORM							
227	2026	STORM		INFRASTRUCTURE	SWMP recommendation	Sediment retention (Seneca & Indian Creek)		\$125,000
228	2026	STORM		INFRASTRUCTURE	SWMP recommendation	Sediment retention (Santa Monica & Indian Creek)		\$125,000
229	2026	STORM		STORM	Replace retaining wall	Replace retaining wall at Manor & Indian Creek (Design & Construction) Includes removing concrete channel & repairing erosion		\$400,000
230	2026	STORM		MAINTENANCE	Sewer Assessments	Storm sewer assessments & televising		\$40,000
231	2026	STORM	25-91500-835	INFRASTRUCTURE	Storm replacement	General storm sewer improvements as needed; INCREASE FROM \$25,000 DUE TO CONDITION OF PIPES	40-90 years	\$50,000
232	PROJECTS (DESIGN)							
233	2026	DPW	40-91500-801	ROADS	Design Road Reconstruction	Design for Crossway & Mall Road		\$25,000
234	2026	STORM	25-91500-845	ROADS	Design Road Reconstruction	Design for Crossway & Mall Road		\$20,000
235	2026	WATER	50-81000-651	ROADS	Design Road Reconstruction	Design for Crossway & Mall Road		\$25,000
236	PROJECTS							
237	2026	DPW	40-91500-801	ROADS	Road Reconstruction	Reconstruct Santa Monica (Green Tree to Calumet)		\$410,000
238	2026	DPW	40-91500-801	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Santa Monica (Green Tree to Calumet)		\$50,000
239	2026	STORM	25-91500-845	ROADS	Road Reconstruction	Reconstruct Santa Monica (Green Tree to Calumet)		\$330,000
240	2026	STORM	25-91500-845	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Santa Monica (Green Tree to Calumet)		\$40,000
241	2026	WATER	50-81000-651	ROADS	Road Reconstruction	Reconstruct Santa Monica (Green Tree to Calumet)		\$625,000
242	2026	WATER	50-81000-651	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Santa Monica (Green Tree to Calumet)		\$75,000
243	2026	SEWER		INFRASTRUCTURE	Manhole adjustments	Adjust manholes during street reconstruction projects	25-30 years	\$25,000
244	<u>2027</u>							
245	BEACH DRIVE SHORELINE							
246	2027	DPW		DPW	Beach Drive Shoreline	Maintenance & Misc/ Repairs for Beach Drive Shoreline		\$25,000
247	GIS							
248	2027	DPW	10-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$15,000
249	2027	WATER	50-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
250	2027	SEWER	21-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
251	2027	STORM	25-53800-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
252	FORESTRY							
253	2027	DPW		FORESTRY	EAB management	Manage ash in the Village - treatments, removals, plantings and administration (post 8-year)	Varies	\$75,000
254	2027	DPW		FORESTRY	Annual tree planting	Routine tree removals and plantings	Varies	\$20,000
255	2027	DPW		FORESTRY	Diseased elm removal	Remove diseased elms in the Village ROW	Varies	\$10,000
256	MISC. CAPITAL							
257	2027	DPW		MISC	Miscellaneous consultant tasks	Capital account in place to assist with engineering reviews of applications		\$15,000
258	EQUIPMENT							
259	2027	WATER		EQUIPMENT	#18 PICK-UP TRUCK 4X2	REPLACE WATER UTILITY PICK-UP TRUCK 4X2	2013 / 12-16 years	\$45,000
260	2027	DPW		EQUIPMENT	#15 RUBBISH PACKER	REPLACE RUBBISH PACKER	2015 / 10-14 years	\$170,000
261	2027	DPW		EQUIPMENT	#26 COMMERCIAL MOWER	REPLACE COMMERCIAL, RIDING MOWER & VACUUM SYSTEM	2017 / 8-10 years	\$27,000
262	2027	DPW		EQUIPMENT	#26 ZERO-TURN MOWER	REPLACE SCAG ZERO-TURN LAWN MOWER	2017	\$45,000

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5	YEAR	DEPARTMENT	ACCOUNT #	TYPE OF REQUEST	ITEM DESCRIPTION	PURPOSE/RATIONALE	AGE OF ITEM REPLACED	COST
263	STORM							
264	2027	STORM	25-91500-835	INFRASTRUCTURE	Storm replacement	General storm sewer improvements as needed; INCREASE FROM \$25,000 DUE TO CONDITION OF PIPES	40-90 years	\$50,000
265	PROJECTS(DESIGN)							
266	2027	DPW	40-91500-801	ROADS	Design Road Reconstruction	Design for Regent Road (Calumet to Bradley) & Santa Monica (Calumet to Bradley)		\$30,000
267	2027	STORM	25-91500-845	ROADS	Design Road Reconstruction	Design for Regent Road (Calumet to Bradley) & Santa Monica (Calumet to Bradley)		\$25,000
268	2027	WATER	50-81000-651	ROADS	Design Road Reconstruction	Design for Regent Road (Calumet to Bradley) & Santa Monica (Calumet to Bradley)		\$45,000
269	PROJECTS							
270	2027	DPW	40-91500-801	ROADS	Road Reconstruction	Reconstruct Crossway & Mall Road		\$460,000
271	2027	DPW	40-91500-801	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Crossway & Mall Road		\$55,000
272	2027	STORM	25-91500-845	ROADS	Road Reconstruction	Reconstruct Crossway & Mall Road		\$370,000
273	2027	STORM	25-91500-845	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Crossway & Mall Road		\$45,000
274	2027	WATER	50-81000-651	ROADS	Road Reconstruction	Reconstruct Crossway & Mall Road		\$475,000
275	2027	WATER	50-81000-651	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Crossway & Mall Road		\$60,000
276	2027	SEWER		INFRASTRUCTURE	Manhole adjustments	Adjust manholes during street reconstruction projects	25-30 years	\$30,000
277	<u>2028</u>							
278	BEACH DRIVE SHORELINE							
279	2028	DPW		DPW	Beach Drive Shoreline	Maintenance & Misc/ Repairs for Beach Drive Shoreline		\$25,000
280	GIS							
281	2028	DPW	10-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$15,000
282	2028	WATER	50-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
283	2028	SEWER	21-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
284	2028	STORM	25-53800-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
285	FORESTRY							
286	2028	DPW		FORESTRY	EAB management	Manage ash in the Village - treatments, removals, plantings and administration (post 8-year)	Varies	\$75,000
287	2028	DPW		FORESTRY	Annual tree planting	Routine tree removals and plantings	Varies	\$20,000
288	2028	DPW		FORESTRY	Diseased elm removal	Remove diseased elms in the Village ROW	Varies	\$10,000
289	MISC. CAPITAL							
290	2028	DPW		MISC	Miscellaneous consultant tasks	Capital account in place to assist with engineering reviews of applications		\$15,000
291	EQUIPMENT							
292	2028	DPW		EQUIPMENT	#3 DUMP 2 cu. yd. W/PLOW	REPLACE 2 cu. yd. DUMP TRUCK 4x4 W/ 9' PLOW	2016 / 10-14 years	\$58,000
293	2028	DPW		EQUIPMENT	#2 SEWER JETTER TRUCK	REPLACE SEWER JETTER TRUCK	2012 / 14-18 years	\$200,000
294	STORM							
295	2028	STORM	25-91500-835	INFRASTRUCTURE	Storm replacement	General storm sewer improvements as needed; INCREASE FROM \$25,000 DUE TO CONDITION OF PIPES	40-90 years	\$50,000
296	PROJECTS (DESIGN)							
297	2028	DPW	40-91500-801	ROADS	Design Road Reconstruction	Design for Coleman, Community Place & Longacre		\$20,000
298	2028	STORM	25-91500-845	ROADS	Design Road Reconstruction	Design for Coleman, Community Place & Longacre		\$15,000
299	2028	WATER	50-81000-651	ROADS	Design Road Reconstruction	Design for Coleman, Community Place & Longacre		\$30,000
300	PROJECTS							
301	2028	DPW	40-91500-801	ROADS	Road Reconstruction	Reconstruct Regent Road (Calumet to Bradley) & Santa Monica(Calumet to Bradley)		\$570,000
302	2028	DPW	40-91500-801	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt forRegent Road (Calumet to Bradley) & Santa Monica (Calumet to Bradley)		\$40,000
303	2028	STORM	25-91500-845	ROADS	Road Reconstruction	Reconstruct Regent Road (Calumet to Bradley) & Santa Monica (Calumet to Bradley)		\$460,000
304	2028	STORM	25-91500-845	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt for Regent Road (Calumet to Bradley) & Santa Monica (Calumet to Bradley)		\$35,000
305	2028	WATER	50-81000-651	ROADS	Road Reconstruction	Reconstruct Regent Road (Calumet to Bradley) & Santa Monica (Calumet to Bradley)		\$875,000
306	2028	WATER	50-81000-651	ROADS	Construc Mgmt Road Reconstruction	Construction Mgmt forRegent Road(Calumet to Bradley) & Santa Monica (Calumet to Bradley)		\$65,000
307	2028	SEWER		INFRASTRUCTURE	Manhole adjustments	Adjust manholes during street reconstruction projects	25-30 years	\$35,000
308	<u>2029</u>							
309	BEACH DRIVE SHORELINE							
310	2029	DPW		DPW	Beach Drive Shoreline	Maintenance & Misc/ Repairs for Beach Drive Shoreline		\$25,000
311	GIS							
312	2029	DPW	10-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$15,000

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1	DEPARTMENT OF PUBLIC WORKS LONG TERM CAPITAL FUND Proposed 2022-2026 Projects 18-Jun-21							
2								
3								
4								
5	YEAR	DEPARTMENT	ACCOUNT #	TYPE OF REQUEST	ITEM DESCRIPTION	PURPOSE/RATIONALE	AGE OF ITEM REPLACED	COST
313	2029	WATER	50-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
314	2029	SEWER	21-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
315	2029	STORM	25-53800-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
316	FORESTRY							
317	2029	DPW		FORESTRY	EAB management	Manage ash in the Village - treatments, removals, plantings and administration (post 8-year)	Varies	\$75,000
318	2029	DPW		FORESTRY	Annual tree planting	Routine tree removals and plantings	Varies	\$20,000
319	2029	DPW		FORESTRY	Diseased elm removal	Remove diseased elms in the Village ROW	Varies	\$10,000
320	MISC. CAPITAL							
321	2029	DPW		MISC	Miscellaneous consultant tasks	Capital account in place to assist with engineering reviews of applications		\$15,000
322	PROJECTS (DESIGN)							
323	2029	DPW	40-91500-801	ROADS	Design Road Reconstruction	Design for Santa Monica (Bradley to Dean) & Horseshoes		\$20,000
324	2029	STORM	25-91500-845	ROADS	Design Road Reconstruction	Design for (Bradley to Dean) & Horseshoes		\$15,000
325	2029	WATER	50-81000-651	ROADS	Design Road Reconstruction	Design for(Bradley to Dean) & Horseshoes		\$30,000
326	PROJECTS							
327	2029	DPW	40-91500-801	ROADS	Road Reconstruction	Reconstruct Coleman, Community Place & Longacre		\$355,000
328	2029	DPW	40-91500-801	ROADS	Construction Management	Const. Mgmt. Coleman, Community Place & Longacre		\$45,000
329	2029	STORM	25-91500-845	ROADS	Road Reconstruction	Reconstruct Coleman, Community Place & Longacre		\$285,000
330	2029	STORM	25-91500-845	ROADS	Construction Management	Const. Mgmt. Reconstruct Coleman, Community Place & Longacre		\$35,000
331	2029	WATER	50-81000-800	ROADS	Road Reconstruction	Reconstruct Coleman, Community Place & Longacre		\$540,000
332	2029	WATER	50-81000-800	ROADS	Construction Management	Const. Mgmt. Reconstruct Coleman, Community Place & Longacre		\$65,000
333	2029	SEWER		INFRASTRUCTURE	Manhole adjustments	Adjust manholes during street reconstruction projects	25-30 years	\$50,000
334	2030							
335	BEACH DRIVE SHORELINE							
336	2030	DPW		DPW	Beach Drive Shoreline	Maintenance & Misc/ Repairs for Beach Drive Shoreline		\$25,000
337	GIS							
338	2030	DPW	10-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$15,000
339	2030	WATER	50-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
340	2030	SEWER	21-53100-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
341	2030	STORM	25-53800-233	GIS	GIS Activities	Annual maintenance, updates and enhancements to the database	On-going	\$4,000
342	FORESTRY							
343	2030	DPW		FORESTRY	EAB management	Manage ash in the Village - treatments, removals, plantings and administration (post 8-year)	Varies	\$75,000
344	2030	DPW		FORESTRY	Annual tree planting	Routine tree removals and plantings	Varies	\$20,000
345	2030	DPW		FORESTRY	Diseased elm removal	Remove diseased elms in the Village ROW	Varies	\$10,000
346	PROJECTS (DESIGN)							
347	2030	DPW	40-91500-801	ROADS	Design Road Reconstruction	Design for Allen Lane, Dean Road (Lake to Fox), Goodrich Court, Goodrich Lane (Fox to GR Ct) & Gray Log Ln (Lake to GR)		\$55,000
348	2030	STORM	25-91500-845	ROADS	Design Road Reconstruction	Design for Allen Lane, Dean Road (Lake to Fox), Goodrich Court, Goodrich Lane (Fox to GR Ct) & Gray Log Ln (Lake to GR)		\$45,000
349	2030	WATER	50-81000-651	ROADS	Design Road Reconstruction	Design for Allen Lane, Dean Road (Lake to Fox), Goodrich Court, Goodrich Lane (Fox to GR Ct) & Gray Log Ln (Lake to GR)		\$80,000
350								
351	PROJECTS							
352	2030	DPW	40-91500-801	ROADS	Road Reconstruction	Reconstruct Santa Monica (Bradley to Dean) & Horseshoes		\$400,000
353	2030	DPW	40-91500-801	ROADS	Construction Management	Construction Management Santa Monica (Bradley to Dean) & Horseshoes		\$30,000
354	2030	STORM	25-91500-845	ROADS	Road Reconstruction	Reconstruct Santa Monica (Bradley to Dean) & Horseshoes		\$320,000
355	2030	STORM	25-91500-845	ROADS	Construction Management	Construction Management Santa Monica (Bradley to Dean) & Horseshoes		\$25,000
356	2030	WATER	50-81000-800	ROADS	Road Reconstruction	Reconstruct Santa Monica (Bradley to Dean) & Horseshoes		\$610,000
357	2030	WATER	50-81000-800	ROADS	Construction Management	Construction Management Santa Monica (Bradley to Dean) & Horseshoes		\$45,000
358	2030	SEWER		INFRASTRUCTURE	Manhole adjustments	Adjust manholes during street reconstruction projects	25-30 years	\$30,000
359	MISC. CAPITAL							
360	2030	DPW		MISC	Miscellaneous consultant tasks	Capital account in place to assist with engineering reviews of applications		\$15,000
361	BEACH DRIVE SHORELINE							
362	2031	DPW		DPW	Beach Drive Shoreline	Maintenance & Misc/ Repairs for Beach Drive Shoreline		\$25,000
363	PROJECTS							

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1	DEPARTMENT OF PUBLIC WORKS LONG TERM CAPITAL FUND Proposed 2022-2026 Projects 18-Jun-21							
2								
3								
4								
5	YEAR	DEPARTMENT	ACCOUNT #	TYPE OF REQUEST	ITEM DESCRIPTION	PURPOSE/RATIONALE	AGE OF ITEM REPLACED	COST
364	2031	DPW	40-91500-801	ROADS	Road Reconstruction	Reconstruct Allen Lane, Dean Road (Lake to Fox) Goodrich Court, Goodrich Lane (Fox to GR Ct) & Gray Log Ln (lake to GR)		\$1,100,000
365	2031	DPW	40-91500-801	ROADS	Construction Management	Construction Management Allen Lane, Dean Road (Lake to Fox) Goodrich Court, Goodrich Lane (Fox to GR Ct) & Gray Log Ln (lake to GR)		\$80,000
366	2031	STORM	25-91500-845	ROADS	Road Reconstruction	Reconstruct Allen Lane, Dean Road (Lake to Fox) Goodrich Court, Goodrich Lane (Fox to GR Ct) & Gray Log Ln (lake to GR)		\$840,000
367	2031	STORM	25-91500-845	ROADS	Construction Management	Construction Management Allen Lane, Dean Road (Lake to Fox) Goodrich Court, Goodrich Lane (Fox to GR Ct) & Gray Log Ln (lake to GR)		\$60,000
368	2031	WATER	50-81000-800	ROADS	Road Reconstruction	Reconstruct Allen Lane, Dean Road (Lake to Fox) Goodrich Court, Goodrich Lane (Fox to GR Ct) & Gray Log Ln (lake to GR)		\$1,600,000
369	2031	WATER	50-81000-800	ROADS	Construction Management	Construction Management Allen Lane, Dean Road (Lake to Fox) Goodrich Court, Goodrich Lane (Fox to GR Ct) & Gray Log Ln (lake to GR)		\$120,000
370	2031	SEWER		INFRASTRUCTURE	Manhole adjustments	Adjust manholes during street reconstruction projects	25-30 years	\$30,000
371	PROJECTS (DESIGN)							
372	2031	DPW	40-91500-801	ROADS	Design Road Reconstruction	Design for Regent CT North /South/ Regent RD (DEAN TO VILLAGE LIMITS)		\$15,000
373	2031	STORM	25-91500-845	ROADS	Design Road Reconstruction	Design for Regent CT North /South/ Regent RD (DEAN TO VILLAGE LIMITS)		\$15,000
374	2031	WATER	50-81000-651	ROADS	Design Road Reconstruction	Design for Regent CT North /South/ Regent RD (DEAN TO VILLAGE LIMITS)		\$25,000
375	BEACH DRIVE SHORELINE							
376	2032	DPW		DPW	Beach Drive Shoreline	Maintenance & Misc/ Repairs for Beach Drive Shoreline		\$25,000
377	PROJECTS							
378	2032	DPW	40-91500-801	ROADS	Road Reconstruction	Reconstruct Regent CT North /South & Regent RD (DEAN TO VILLAGE LIMITS)		\$330,000
379	2032	DPW	40-91500-801	ROADS	Construction Management	Construction Management Regent CT North/South & Regent RD (DEAN TO VILLAGE LIMITS)		\$25,000
380	2032	STORM	25-91500-845	ROADS	Road Reconstruction	Reconstruct Regent CT North/South & Regent RD (DEAN TO VILLAGE LIMITS)		\$260,000
381	2032	STORM	25-91500-845	ROADS	Construction Management	Construction Management Regent CT North/South & Regent RD (DEAN TO VILLAGE LIMITS)		\$20,000
382	2032	WATER	50-81000-800	ROADS	Road Reconstruction	Reconstruct Regent CT North/South & Regent RD (DEAN TO VILLAGE LIMITS)		\$500,000
383	2032	WATER	50-81000-800	ROADS	Construction Management	Construction Management Regent CT North/South & Regent RD (DEAN TO VILLAGE LIMITS)		\$35,000
384	2032	SEWER		INFRASTRUCTURE	Manhole adjustments	Adjust manholes during street reconstruction projects	25-30 years	

Proposed Road and Utility Reconstruction Schedule - 10 year term							
2022-2032 - June 18, 2021							
Year	Proposed Road/Utility Construction	Length (feet)	Total Length	Average Road Rating (2019)	Last Repaved	Notes	Date of Water Main Installation
2022	Blackhawk	792		5	1989		1988
	Bradley	4173		4	1991	Some portions are a 5 or 6 and were paved in 2001.	1932
	Wye Lane	950		4	2004		
			5915			Moved Daisy to 2023 and Coleman to 2029.	
2023	Bell (Lake to Calumet)	2429		4	1996		1931
	Daisy	845		5	1998	A small portion was paved when the bridge was built.	1931
	Bridge	750		5	2002	A small portion was paved when the bridge was built.	
	Yates (Santa Monica to Green Tree)	2165		4	1994		1935
			6189			Moved Santa Monica to 2024 and added Bridge.	
2024	Beach Drive (Lake to the bottom)	1531		6	1995		
	Santa Monica (Yates to Green Tree)	2429		4	1988		1931
	Thorn Lane	1214		5			
			5174			Moved Santa Monica (GT to Calumet) to 2026, Yates (GT to SM) to 2025 & Community PI to 2029.	
2025	Lake Drive (School to Dean)	14,000			1998	Plans and specifications are due to DOT by May 2023. If funding is available, DOT will fund the project in 2024 (fiscal year begins July 1, 2023); if not, then in 2025. Cost split is 80/20 except for certain improvements that the DOT may not deem necessary but the Village requests.	
	Lake Drive (Water main)				1998		
	Yates (Green Tree north to SM)	1795		5	1994		1931
			15,795				
2026	Santa Monica (GT to Calumet)	3960		6	1997		
			3960				1931
2027	Crossway (Calumet to Fairchild)	850		5	1990	36 foot boulevard rated either a 4 or 6.	1931/1940/1954/1989
	Crossway (Fairchild to Yates)	3062		6	1990	Some portions are rated a 5; non-boulevard area 22 feet wide.	1931/1940/1954/1989
	Mall Road	581		6	2008	This should be cheaper as there are no laterals coming into this piece. No water main in this segment.	1954
			4493			Was originally planned for 2026.	
2028	Santa Monica (Calumet to Bradley)	2640		6	1999		19,521,955
	Regent Road (Calumet to Bradley)	2903		5	1990	Only 500 feet south of Bradley needs replacement.	1989
			5543			Was originally planned for 2027.	
2029	Coleman	158		6	1993		1931
	Community Place	475		5	1965		1943
	Longacre	2798		5	1996	A section was done in 1994	
			3431			Longacre was added to coincide with Community Place.	
2030	Santa Monica (Bradley to Dean)	2693		6	2000		1941 , 1978
	Santa Monica Horseshoes	1162		6	2004		1931/1934/1940/1953/1978/1989
			3855			Was originally planned for 2028.	
2031	Allen Lane	898		6	2001	Northern most 600 feet needs replacement.	1993
	Dean Road (Lake to Fox)	2640		3			
	Goodrich Court	422		4	1999		1958
	Goodrich Lane(Fox to Goodrich CT)	2006		5	1999	800 feet is new.	2008
	Gray Log Lane(Lake to Goodrich)	4225		5	1999	The rest was already replaced.	2008
			10191			Was originally planned for 2029.	
2032	Regent Court North	211		6	2000		2000
	Regent Court South	528		7	1968		2001

	Regent Road (Dean to Village limits)	2429		6	2000		1937, 1948
			3168			Was originally planned for 2030.	

LONG TERM CAPITAL BUDGET

YEAR	DEPARTMENT	TYPE OF REQUEST	ITEM DESCRIPTION	PURPOSE/RATIONALE	EST. COST
2022	INSPECTIONS	TECHNOLOGY	SOFTWARE	PERMIT TRACKING	\$10,000
2023	INSPECTIONS	TECHNOLOGY	SOFTWARE	PERMIT TRACKING (YEARLY FEE)	\$10,000
2024	INSPECTIONS	TECHNOLOGY	SOFTWARE	PERMIT TRACKING (YEARLY FEE)	\$10,000
2025	INSPECTIONS	TECHNOLOGY	SOFTWARE	PERMIT TRACKING (YEARLY FEE)	\$10,000
2026	INSPECTIONS	TECHNOLOGY	SOFTWARE	PERMIT TRACKING (YEARLY FEE)	\$10,000
2027	INSPECTIONS	TECHNOLOGY	SOFTWARE	PERMIT TRACKING (YEARLY FEE)	\$10,000

LONG TERM

CAPITAL FUND

YEAR	DEPARTMENT	TYPE OF REQUEST	ITEM DESCRIPTION	PURPOSE/RATIONALE	E OF ITEM REPLAC	COST
2022						
2022	Police	Vehicle	Squad Car	Vehicle at end of lifespan. (1501 / 1504)	2018	\$96,670.00
2022	Police	Technology	Dispatch Capital Costs	Dispatching agreement with Village of Bayside	Contract	**
2022	Police	Technology	Mobile Video System	System end of life (7 years)	2015	\$115,000.00
2022	Police	Equipment	Rifle Shield	Ballistic Shield for rifle protection	new	\$4,000.00
2022	Police	Facility	Lighting upgrade	Replace exterior light bollards / interior failing flourescent fixtures	2008	\$8,500.00
2022	Police	Technology	Radio System Upgrade	Upgrade all hardware to include encryption software	upgrade	\$16,000.00
2023						
2023	Police	Vehicle	Squad Car	Vehicle at end of lifespan. (1507)	2019	\$48,920.00
2023	Police	Technology	Dispatch Capital Costs	Dispatching agreement with Village of Bayside	Contract	**
2023	Police	Technology	AED (Defibrillator)	Replacement - End of recommended life (7 years) (qty4)	2016	\$9,220.00
2023	Police	Building	Carpet Replacement	Replace carpet in offices (lifespan 7-12 years)	2009	
2023	Police	Equipment	Generator Cabinet Doors	Replace rusted / damaged exterior cabinet doors	2008	\$6,500.00
2024						
2024	Police	Technology	Computers	Replacement Desktop PC's; end of llifespan rotation (qty 19)	2019	\$17,200.00
2024	Police	Vehicle	Squad Car	Vehicle at end of lifespan. (1505)	2020	\$49,920.00
2024	Police	Technology	Dispatch Capital Costs	Dispatching agreement with Village of Bayside	Contract	**
2024	Police	Equipment	Furniture	Replace tables in padway hall	2009	\$6,500.00
2025						
2025	Police	Vehicle	Squad Car	Vehicle at end of lifespan. (1503)	2019	\$49,920.00
2025	Police	Technology	Dispatch Capital Costs	Dispatching agreement with Village of Bayside	Contract	**
2025	Police	Technology	Computer UPS System	5000 volt Universal Power Supply - End of Useful Life (7 years)	2018	\$5,300.00
2025	Police	Technology	Radar Feedback Signs	Replace Portable Radar Feedback Signs (5 year life)	2019	\$6,000.00
2025	Police	Technology	TASER (replacement)	End of proper lifespan (5 years) (qty 7)	2019	\$10,500.00
2026						
2026	Police	Technology	Server Replacement	End of Lifespan (5 years) - Includes attached storage array	2021	\$15,000.00
2026	Police	Vehicle	Squad Car	Vehicle at end of lifespan. (1501 / 1504)	2022	\$96,670.00
2026	Police	Technology	Dispatch Capital Costs	Dispatching agreement with Village of Bayside	Contract	**
2026	Police	Technology	radar speed signs	End of life replacement	2020	\$17,000.00
2026	Police	Equipment	LiveScan Fingerprint System	End of LifeSpan	2018	\$4,900.00
2027						
2027	Police	Equipment	Copy Machine	replace aging copy machine	2021	\$6,500.00
2027	Police	Technology	Mobile Video System	End-of Life	2022	

**New contract in 2018--update based on contract

Police Capital



CAPITAL BUDGET JUSTIFICATION

POLICE DEPARTMENT VILLAGE OF FOX POINT

TO: SCOTT BOTCHER, VILLAGE MANAGER
FOX POINT VILLAGE BOARD

FROM: CHIEF CHRISTOPHER FREEDY

DATE: JUNE 15, 2021

VEHICLE REPLACEMENT

The Police Department developed a vehicle replacement plan for all police vehicles based on maintenance costs, product wear / failure rate, resale value and lifespan as an emergency vehicle (economic life expectancy). The costs of unpredictable performance associated with high-mileage vehicles are greater than the cost of purchasing vehicles more frequently. Generally speaking, the police fleet in Fox Point has a lifespan of approximately 4 years and 90,000 miles; however, the administration will balance officer safety with fiscal responsibility and the service life of the vehicle may be extended for an additional year when appropriate.

Given the demands put on a marked patrol vehicle, they are removed from police service at the end of their lifecycle. Administrative vehicles however have a longer lifecycle and as the mileage increases are rotated to a duty area that does not include regular emergency response.

In 2020, Ford Motor Company modified the platform for the police utility vehicle which is resulting in an increased cost for the installation of police specific equipment. Historically, all of the equipment is transferred from one vehicle to another; however, with the change in platforms, the equipment will not fit and needs to be replaced.

DISPATCHING SERVICES – BAYSIDE COMMUNICATIONS

In July 1999, the Village of Fox Point contracted with the Bayside Police Department to provide public safety dispatching services for Fox Point, along with serving as the 911 public safety answering point. In 2004, Bayside also began dispatching for the Village of River Hills. The goal of this shared venture was to provide the same or better level of service to the community at a reduced cost.

In 2012 the remainder of the North Shore communities and the North Shore Fire Department joined the consolidated dispatch center.

In 2014, the North Shore communities and the fire department began utilizing a shared Records Management System (RMS) that is run through the consolidated dispatch center. This change has allowed for all of the communities to share information through the RMS, while providing the dispatch center with a single system to dispatch calls for service to the officers on the street.

Since 1999, Fox Point has been under contract with the Village of Bayside for dispatching services in one form or another. The current contract includes not only operational costs, but also contribution to the Capital Fund and Debt Service for the initial development of the combined center.

The Debt Service was established with the initial contract and comes to an end with a balloon payment in 2021. The Capital Fund has a pre-established rate through 2020 and beginning in 2021 will be a percentage of the operating budget.

MOBILE VIDEO RECORDING SYSTEM

For more than 2 decades the Fox Point Police Department has had a video and audio recording system in the squad cars. This system serves to document criminal or traffic violation evidence as well as capturing the interaction that occurs between officers and the public. The 5-year lifespan of this system is similar to other technology devices. Due to system degradation and obsolescence, support for the outdated software is a greater fiscal burden than the replacement costs and support.

As time has passed and the mobile video technology has improved, the public has increased their demands for police accountability and a first-hand recording of the events or interactions. This demand has brought the body worn camera to the forefront of policing and is close to becoming an expected standard for law enforcement services.

The cost for mobile video systems has increased considerably with the addition of the body worn cameras due to the exponential growth of storage requirements related to the additional data captured. The staff is recommending the deployment of body worn cameras in addition to the fleet cameras as a means of capturing evidence, but also as a tool to protect the village by insuring the highest professional services are being provided by the officers.

LIGHTING UPGRADE

The police station was opened in 2009 after a complete tear-down and rebuild. As with any structure, general maintenance is required to keep the facility operational. The buildings lighting and electrical system currently utilizes a fluorescent lighting structure that is dependent on ballasts to drive the bulbs. Unfortunately, the advancement of technology to LED lighting has made many ballasts obsolete.

The exterior lighting hardscape was designed with nine bollard posts adjacent to the parking lot for area lighting. The bollard posts are compact fluorescent fixtures which will be replaced with LED fixtures. The current fixtures are obsolete and the internal ballasts that drive the bulbs are failing. There are currently four of the nine fixtures that do not illuminate and the parts are not available. The ceiling lighting in Padway Hall is managed by 16 fluorescent fixtures, currently 25% of the fixtures do not light and ballasts need to be replaced.

Based on the costs for LED fixtures versus replacing fluorescent ballasts, along with the energy efficiency and longevity of LED's, staff is recommending the replacement of all the failing hardware with LED fixtures.

BALLISTIC SHIELD

The police department purchased a protective shield for the officers in 2010 after the department experienced two officer-involved shooting incidents. The shield is carried in the car and can be utilized by officers who may have to enter an environment or approach a subject that may be armed with a firearm.

The current shield is rated to provide protection against a handgun round and the new shield would have a higher ballistic rating to protect against some rifle rounds while still being mobile and hand-carried. The warranted lifespan of all body armor is 5 years and the current shield has been in service for 10 years.

RADIO SYSTEM UPGRADE

The police department utilizes a shared radio system with all suburban Milwaukee County public safety agencies, as well as the majority of the Waukesha County agencies. This shared digital radio system was deployed in 2016 for Milwaukee County public safety agencies and continues to be upgraded as new technology becomes the standard. As an improvement to the system, the staff is recommending a software upgrade that will provide for radio channel encryption. This encryption will allow Fox Point officers to communicate with Milwaukee and Waukesha agencies that currently utilize encrypted channels and deploy dedicated channels for use by the north shore agencies. This software upgrade will not affect our regular dispatch channels, thereby allowing members of the public to monitor public safety activities, rather will allow for operational communications during special events or critical incidents. The use of the encrypted channels provides a means of protecting the officer's physical safety by restricting who can hear the information being shared while engaged in operational planning. The software upgrade requires every radio to be reprogrammed by the vendor.