

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

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

**TUESDAY
NOVEMBER 9, 2021
7:00 P.M.**

NOTE: THE VILLAGE BOARD WILL BE MEETING IN PERSON AT VILLAGE HALL, WITH A REMOTE ATTENDANCE OPTION, PER THE HYBRID MEETING PROCEDURES FURTHER DESCRIBED IN SECTION 19-32 D. OF THE VILLAGE CODE. THIS MEETING IS OPEN TO ALL CITIZENS IN PERSON AT VILLAGE HALL, OR THROUGH THE ZOOM PARTICIPANT INFORMATION SHOWN BELOW, SUBJECT TO THE FOLLOWING: NO ASSURANCE IS PROVIDED TO THOSE GOVERNING BODY MEMBERS AND CITIZENS INTENDING TO ATTEND REMOTELY THAT THE TECHNOLOGY WILL PERFORM SUFFICIENTLY TO ALLOW FOR THEIR PARTICIPATION AND THE MEETING WILL PROCEED REGARDLESS. PUBLIC OFFICIALS AND CITIZENS WISHING TO ENSURE THEY CAN PARTICIPATE ARE ENCOURAGED TO ATTEND IN PERSON. 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/86959623253>

Dial: (312) 626-6799

Meeting ID: 869 5962 3253

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. Citizen comment when agenda items are called will be heard at the discretion of the chair, subject to the overall three-minute limit. In connection with non-agenda items, no action will be taken except for possible referrals to individuals or committees.

- a.** Presentation of 23rd Assembly District First Responder of the Year by Representative Deb Andraca to Captain Douglas Dubnicka, Fox Point Police Department.

3. Committee Reports

a. Plan Commission

- 1. The Village Board will receive a report regarding the Plan Commission's review and recommendation concerning a modification to the current Conditional Use Permit application of Salem Magical, LLC d/b/a Nhi Le Nails, 6924 N. Santa Monica Blvd., Fox Point to conduct microblading services.

4. Public Hearings

- a. Final Special Assessment Resolution Concerning the Replacement of Sanitary Sewer Riser Pipes in an Assessment Area Including Portions of East Bradley Road, East Dean Road, North Boyd Way, East Goodrich Lane, North Gray Log Lane, North Longacre Road, North Fairchild Circle, North Fairchild Road and East Cherokee Circle.**

The Village Board will hold a public hearing to receive comments and input regarding the proposed Final Special Assessment Resolution to levy special assessments under municipal police power pursuant §66.0703, Wisconsin Statutes concerning an assessment district that includes portions of East Bradley Road, East Dean Road, North Boyd Way, East Goodrich Lane, North Gray Log Lane, North Longacre Road, North Fairchild Circle, North Fairchild Road and East Cherokee Circle.

[Pages 57-63]

- b. Final Special Assessment Resolution Concerning Paving Portions of the Private Road Section of Goodrich Lane.**

The Village Board will hold a public hearing to receive comments and input regarding the proposed Final Special Assessment Resolution to levy special assessments under municipal police power pursuant §66.0703, Wisconsin Statutes concerning an assessment district that includes portions of Goodrich Lane.

[Pages 64-69]

- c. Final Special Assessment Resolution Concerning the Replacement of Lead Water Lateral Lines in an Assessment Area Including Portions of North Santa Monica Boulevard and North Regent Road.**

The Village Board will hold a public hearing to receive comments and input regarding the proposed Final Special Assessment Resolution to levy special assessments under municipal police power pursuant §66.0703, Wisconsin Statutes concerning an assessment district that includes portions of North Santa Monica Boulevard and North Regent Road.

[Pages 70-75]

- d. Conditional Use Permit modification for Salem Magical, LLC, d/b/a, Nhi Le Nails, 6924 N Santa Monica Blvd, Fox Point**

The Village Board will hear comments and input regarding a proposed modification to the Conditional Use Permit for Salem Magical, LLC, d/b/a, Nhi Le Nails, 6924 N Santa Monica Blvd, Fox Point, to conduct microblading services pursuant to Section 745-18 D.

[Pages 7-14]

- e. Village of Fox Point 2021 Redistricting**

The Village Board will hear comments and input regarding Redistricting, at which time, wards will be re-established, as required pursuant to Milwaukee County code, Section 3.01 (7) for Milwaukee County's redistricting services.

[Pages 31-44]

- 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 October 12, 2021 Village Board meeting.**

[Pages 1-5]

- b. Approve the minutes of the October 21, 2021 Village Board Budget Workshop meeting.
[Page 6]
- c. Grant an amended Conditional Use Permit to applicant Salem Magical, LLC, d/b/a, Nhi Le Nails, 6924 N. Santa Monica Blvd, Fox Point, and authorize the Village President and Village Clerk Treasurer to sign the Conditional Use Order.
[Pages 7-14]
- d. Approve Change Order No. 2 from All-Ways Contractors, Inc. in the amount of \$20,446.16 for the placement of additional green infrastructure, including bioswales and piping, and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works' memorandum dated October 28, 2021.
[Pages 15-17]
- e. Accept the proposal of Baxter & Woodman in an amount not to exceed \$55,339.73 for the design of the 2022 Road and Utility Project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated November 1, 2021.
[Pages 18-29]
- f. Accept the Resolution Authorizing the Execution of the Financial Assistance Agreement with the State of Wisconsin Department of Natural Resources for the reimbursement of costs associated with the private property lead water service lateral replacement program.
[Page 30]
- g. Adopt the Resolution to Divide the Village of Fox Point into Wards Pursuant to Wisconsin Statutes Section 5.15 (4) per the Village Clerk's memorandum, dated November 2, 2021.
[Pages 31-40]
- h. Adopt the Resolution to combine Wards 1-4 for Voting Purposes Pursuant to Wisconsin Statutes Section 5.15 (6)(B) per the Village Clerk's memorandum dated November 2, 2021.
[Pages 31-36 & Pages 41-42]
- i. Adopt the Resolution to combine Wards 5-9 for Voting Purposes Pursuant to Wisconsin Statutes Section 5.15(6)(B) per the village Clerk's memorandum, dated November 2, 2021.
[Pages 31-36 & Pages 43-44]
- j. Approve payment of the bills in the amount of \$714,846.49 for the period October 1, 2021 through October 31, 2021 per the report submitted by the Village Manager.
[Pages 45-56]

6. Unfinished Business

- a. **Consideration and Possible Action to Adopt a Final Special Assessment Resolution Concerning the Replacement of Sanitary Sewer Riser Pipes in an Assessment Area Including Portions of East Bradley Road, East Dean Road, North Boyd Way, East Goodrich Lane, North Gray Log Lane, North Longacre Road, North Fairchild Circle, North Fairchild Road and East Cherokee Circle.**

The Village Board will consider and may act to adopt a Final Special Assessment Resolution concerning the replacement of sanitary sewer riser pipes to properties located in the assessment area on portions of East Bradley Road, East Dean Road, North Boyd Way, East Goodrich Lane, North Gray Log Lane, North Longacre Road, North Fairchild Circle, North Fairchild Road and East Cherokee Circle.

[Pages 57-63]

- b. **Consideration and Possible Action to Adopt a Final Special Assessment Resolution Concerning the Paving of Portions of the Private Road Section of Goodrich Lane.**

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

[Pages 64-69]

c. Consideration and Possible Action to Adopt a Final Special Assessment Resolution Concerning the Replacement of Lead Water Lateral Lines in an Assessment Area Including Portions of North Santa Monica Boulevard and North Regent Road.

The Village Board will consider and may act to adopt a Final Special Assessment Resolution concerning the replacement of lead water lateral lines to properties located in the assessment area on portions of North Santa Monica Boulevard and North Regent Road.
[Pages 70-75]

7. New Business

a. Resolution of Appreciation - Plan Commission Member Scott Yauck

The Village Board will discuss and may act regarding the Resolution of Commendation and Appreciation for Plan Commission Member Scott Yauck.
[Page 76]

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. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING:

DECEMBER 14, 2021 7:00 P.M.

PLEASE NOTE:

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. Also, upon reasonable notice, best efforts will be used to ensure that members of the public lacking access to the virtual meeting platform are provided alternative reasonable methods to attend. For additional information or to request these services, contact the Village Clerk at (414) 351-8900. "Persons requiring an interpreter or other assistance should contact the Village Clerk's office 72 hours prior to the meeting. Notice is hereby given that a majority any other board, commission or committee may be present at the meeting to gather information about a subject in which they are interested. This constitutes a meeting of any other board, commission or committee pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis. 2d 553, 494 2d 408 (1993), and must be noticed as such, although said boards, commissions or committees will not take any formal action at this meeting."

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
OCTOBER 12, 2021**

A meeting of the Fox Point Village Board was held by a combination of in-person and virtual attendance via telephonic and video conferencing on Tuesday, October 12, 2021 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. and asked the Village Clerk Treasurer 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 the Village Board had a quorum.

Also, present were Village Attorney Eric Larson, Village Manager Scott Botcher, Public Works Director Scott Brandmeier, Assistant Village Manager Kevin Ausman, and Village Clerk Treasurer Kelly Meyer.

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

Persons desiring to be heard

President Frazer opened Persons desiring to be heard.

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

Committee Reports – Plan Commission

Trustee Fonstad gave a brief synopsis to the public and Village Board regarding the Plan Commission's meeting held on October 4, 2021, regarding the Plan Commission's review and recommend concerning (1) the Land Combination for Adam and Jill Scheuer at 7310 N Longacre Road and (2) the T-Mobile/Crown Castle application for modification to existing wireless facility tower at River Point Shopping Center.

Consent Agenda

- a. Approve the minutes of the September 14, 2021 Village Board meeting.
- b. Approve the minutes of the September 22, 2021 Special Village Board meeting.
- c. Adoption of Resolution approving the 2022 North Shore Fire Department Fees for Service Schedule.
- d. Adoption of Resolution Authorizing an Exception to the Levy Limits for Charges for the North Shore Fire Department Pursuant to 2005 Wisconsin Act 484.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
OCTOBER 12, 2021**

- 53
54 e. Accept Change Order No. 1 from MSA in the amount of \$27,200 for additional design
55 services associated with the Beach Drive Coastal Resiliency Project and authorize the
56 Village President and Village Clerk/Treasurer to sign the change order per the Director of
57 Public Works' memorandum dated October 5, 2021.
58
59 f. Accept the proposal of Kapur & Associates in the amount of \$12,487 for green infrastructure
60 inspections, ordinance review and recommendations and a site inspection and authorize the
61 Village President and Village Clerk/Treasurer to sign the contract per the Director of Public
62 Works' memorandum dated October 5, 2021.
63
64 g. Approve the Land Combination and Certified Survey Map submitted by Applicants Adam
65 and Jill Scheuer, property at 7310 North Longacre Road, to combine lots on their properties
66 (Part of Lot 13 and Lot 14) Tax Key #096-0013-000.
67
68 h. Approve T-Mobile / Crown Castle modification to existing wireless facility tower at River
69 Point Shopping Center.
70
71 i. Confirm President Frazer's list of appointments and re-appointments to various Boards,
72 Committees, and Commissions.
73
74 j. Approve payment of the bills in the amount of \$2,674,118.06 for the period September 1,
75 2021 through September 30, 2021 per the report submitted by the Village Manager.
76

77 Trustee Ollman requested the withdrawal of agenda item 4e. President Frazer requested
78 the withdrawal of agenda item 4a and 4i.
79

80 *Motion made by President Frazer, seconded by Trustee Fonstad, and carried by roll*
81 *call vote (7-0), to approve the consent agenda, as modified with the removal of items*
82 *4a, 4e, and 4i.*
83

84 **Ordinance Regarding Solid Waste Collection**
85

86 *Motion by Trustee Fonstad, seconded by Trustee Knight, and carried by roll call vote*
87 *(7-0) to adopt Ordinance to repeal and re-create Section 276-3 of the Village of Fox*
88 *Point Municipal Code concerning solid waste collection as set forth in the agenda*
89 *packet pages 123-128 with the following changes on page 124, under Dwelling Unit,*
90 *add a close-quote to the word household at the end of the paragraph, on page 124,*
91 *in the definition of Multiple-Family Premises, delete the word residential, and in the*
92 *definition of Non-Residential Premises, delete the word multifamily and insert*
93 *multiple-family, and on page 126 of the agenda packet, Section 4, Effective Date,*
94 *insert the effective date of January 1, 2022.*
95

96 **Minutes of the September 14, 2021 Village Board meeting. (4a)**
97

98 *Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call*
99 *vote (7-0) to approve the minutes of September 14, 2021 Village Board meeting with*
100 *the modifications to the minutes on page 4, line 163, delete the fourth word "review",*
101 *and on page 3, line 132 correct three 96-gallon bins to three 32-gallon bins.*
102
103
104

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
OCTOBER 12, 2021**

Change Order No. 1 from MSA in the amount of \$27,000 for additional design services associated with the Beach Drive Coastal Resiliency Project (4e)

Motion by Trustee Fonstad, seconded by President Frazer to accept Change Order No. 1 from MSA, as set forth in item 4e of the agenda packet.

Discussion ensued.

Substitute motion by Trustee Kravit, seconded by Trustee Ollman and failed by roll call vote (3-4, Opposed: Trustee Fonstad, Trustee Symchych, Trustee Sumner, and President Frazer), to direct staff to look for an alternative method to the suggestion for the relocation of the water main from the current water main site.

President Frazer announced the motion failed so the Village Board returns to the original motion.

Motion by Trustee Fonstad, seconded by President Frazer, and passed by roll call vote (6-1 Opposed-Trustee Ollman) to accept Change Order No. 1 from MSA, as set forth in item 4e of the agenda packet.

President Frazer's list of appointments and re-appointments (4i)

Motion by President Frazer, seconded by Trustee Kravit, and carried by roll call vote (7-0), to confirm the appointments and re-appointments.

Preliminary Resolution Declaring Intent to Levy Special Assessments Under Municipal Police Power Pursuant to §66.0703, Stats. in conjunction with certain utility work

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to adopt Preliminary Resolution declaring intent to levy special assessments under municipal police power pursuant to §66.0703, Stats in conjunction with certain utility work as discussed and set forth on pages 128 through 130 of the agenda packet.

Preliminary Resolution Declaring Intent to Levy Special Assessments Under Municipal Police Power Pursuant to §66.0703, Stats. in conjunction with certain replacement of lead water lateral line utility work

Motion by Trustee Fonstad, seconded by Trustee Knight, and carried by roll call vote (7-0), to adopt Preliminary Resolution declaring intent to levy special assessments under municipal police power pursuant to §66.0703, Stats in conjunction with certain replacement of lead water lateral line utility work as set forth in pages 131 through 133 of the agenda packet.

Preliminary Resolution Declaring Intent to Levy Special Assessments Under Municipal Police Power Pursuant to §66.0703, Stats. in conjunction with certain replacement of sanitary sewer riser pipe utility work

Motion by President Frazer, seconded by Trustee Kravit, and carried by roll call vote (7-0), to adopt Preliminary Resolution declaring intent to levy special assessments under municipal police power pursuant to §66.0703, Stats in conjunction with certain

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
OCTOBER 12, 2021**

replacement of sanitary sewer riser pipe utility work, as set forth on pages 134 through 136 of the agenda packet.

Associated Appraisal Consultants, Inc Contract for Assessment Services

Motion by President Frazer, seconded by Trustee Kravit, and carried by roll call vote (7-0), the Village Board approve Associated Appraisal Consultants, Inc., Contract for Assessment Services, as set forth on pages 137-147 of the agenda packet.

Agreement between the Village of Fox Point and the Fox Point Professional Policemen's Association

Motion by Trustee Fonstad, seconded by Trustee Knight, and carried by roll call vote (7-0), to approve the agreement between the Village of Fox Point and the Fox Point Professional Policemen's Association as presented on pages 148 through 179 of the agenda packet, subject to the gender specific pronouns being replaced with gender neutral pronouns and resubmit to the Professional Policemen's Association for its approval.

Ordinance to Create Section 781-16 C. of the Village of Fox Point Village Code to allow a community event exception to the open burning prohibitions of the village code.

Trustee Fonstad suggested that the Village Manager create an application form that provides information on who is conducting the open burn.

Motion by President Frazer, seconded by Trustee Knight, and carried by roll call vote (7-0), to adopt Ordinance to Create Section 781-16 C. of the Village of Fox Point Village Code to allow a community event exception to the open burning prohibitions of the village code, as set forth on pages 181 through 183 of the agenda packet.

Future Agenda Items-None

Announcements

Trustee Fonstad
No announcements.

Trustee Symchych
No announcements.

Trustee Sumner
No announcements.

Trustee Kravit
No announcements.

Trustee Ollman
No announcements.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
OCTOBER 12, 2021**

Trustee Anderson Knight

Trustee Knight announced the Fox Point Bayside School District survey has sent out and reminded everyone to fill the survey out.

Village President Frazer

President Frazer announced his attendance at an ICC meeting on Monday, October 11, 2021 in South Milwaukee in a unique space, The Bucyrus Club and Museum, which opened in 2021. If you are in the area and able to check it out, you should do so.

Village Manager Scott Botcher

Village Manager Scott Botcher announced Trick or Treat will be Saturday, October 31, 2021 from 1:00 to 4:00 p.m.

Village Manager Scott Botcher also noted as a reminder, the budget packets will be delivered to the Village Board of Trustees potentially on Friday of this week.

Adjourn

Motion made by President Frazer, seconded by Trustee Ollman, and carried by roll call vote (7-0); the Village Board adjourned the Village Board meeting at 8:26 p.m.

Respectfully submitted,

Kelly A. Meyer, CMC/WCMC
Village Clerk Treasurer

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
OCTOBER 21, 2021**

Village Board Agenda Pckt - 11/09/2021
Page 6 of 76

A budget workshop meeting of the Fox Point Village Board was held virtually via the hybrid procedures on Thursday, October 21, 2021 in-person at Schwemer Hall, 7200 N. Santa Monica Boulevard and via Zoom. 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 Liz Sumner
Trustee Greg Ollman
Trustee Catie Knight

Not Present:

Trustee Christine Symchych
Trustee Bill Kravit

Also present are Village Manager Scott Botcher, Assistant Village Manager Kevin Ausman, Public Works Director Scott Brandmeier, and Police Chief Chris Freedy.

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).

Budget Workshop:

Review and Discussion of the 2022 Village of Fox Point Proposed Budget

Village Manager Scott Botcher presented a virtual PowerPoint of the 2022 Proposed Executive Budget Summary binder and gave details for portions of the proposed budget.

Adjourn

On motion of Trustee Fonstad, seconded by Trustee Ollman, and carried unanimously by roll call vote, (5-0), the Village Board adjourned the Village Board meeting at 8:40 p.m.

Respectfully submitted,

*Kevin Ausman
Assistant Village Manager*

Conditional Use Order

WHEREAS, an application has been filed by Salem Magical, LLC, d/b/a Nhi Le Nails, (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 6924 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. Nhi Le Nails will conduct a nail spa operation, which includes pedicures, manicures, ~~and~~ eyebrow waxing, and eyebrow, eyelash and lip microblading subject to the terms of this Conditional Use Permit. The hours of operation shall be limited to 9:00 a.m. until 7:00 p.m. Tuesday through Friday, 9:00 a.m. until 5:00 p.m. on Saturday, and 11:00 a.m. until 3:00 p.m. on Sunday, unless additional hours are approved in writing by the Village Manager. Seven employees are anticipated. Tattooing, other than eyebrow, eyelash and lip microblading, and body piercing are not permitted.
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 _____, 2021, *nunc pro tunc* the _____ day of _____, 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: _____



VILLAGE OF FOX POINT APPLICATION FOR CONDITIONAL USE PERMIT

Section 1

Name of Business NH Le Nails	Phone # 414-351-0611	Name of former tenant (if known) Suebna Xiong
Fox Point Business Address 6924 N Santa Monica Blvd Fox Point WI 53217		
Email magicbill1990@gmail.com	Contact Person 414-852-4683	

If the business is a corporation, complete the following section. If not, skip to next section.

Section 2

Legal name of corporation SALEM MAGICAL LLC	Corporate email magicbill1990@gmail.com
Corporate headquarters address N/A	Corporate phone # 414-351-0611
Name and addresses of all corporate officers NH Le Nails 6924 N Santa Monica Blvd Fox Point, WI 53217	
Name of corporate agent N/A	Address of corporate agent N/A

If applicant(s) is an individual or partnership, please complete the following section.

Section 3

List the name, home address, business address, and phone numbers of all applicants and owners.			
Name	Home address	Business address	Phone #
Suebna Xiong	8117 W. Winfield Ave Milwaukee WI 53218	6924 N Santa Monica Blvd	414-852-4683
Sornboon Thao	Same as above	N/A	414-852-4685

All applicants must complete the following section.

Section 4

Applicant's specific interest in site NH Le Nails
Describe in detail the business activity that will take place on site including products & services TATTO & Body Piercing Establishment to Amending

Describe all owned fixtures, furniture, and equipment to be used on site <i>See original</i>		
Describe all leased fixtures, furniture, and equipment to be used on site <i>See original</i>		
Describe any alterations planned for the site and estimated cost of renovation <i>none</i>		
Person responsible for obtaining building permit (if required)		
Square footage of site	# of employees <i>5</i>	# of parking spaces to be used
Days & hours of operation <i>Monday - Saturday 9am - 7pm</i> <i>only Saturday 9am - 5pm</i>		Proposed date of occupancy

Attach a site plan to this application (see Directions for Conditional Use Permit). Site plan must include a layout of the inside of the store.

This application must be fully completed to be considered by the Village.

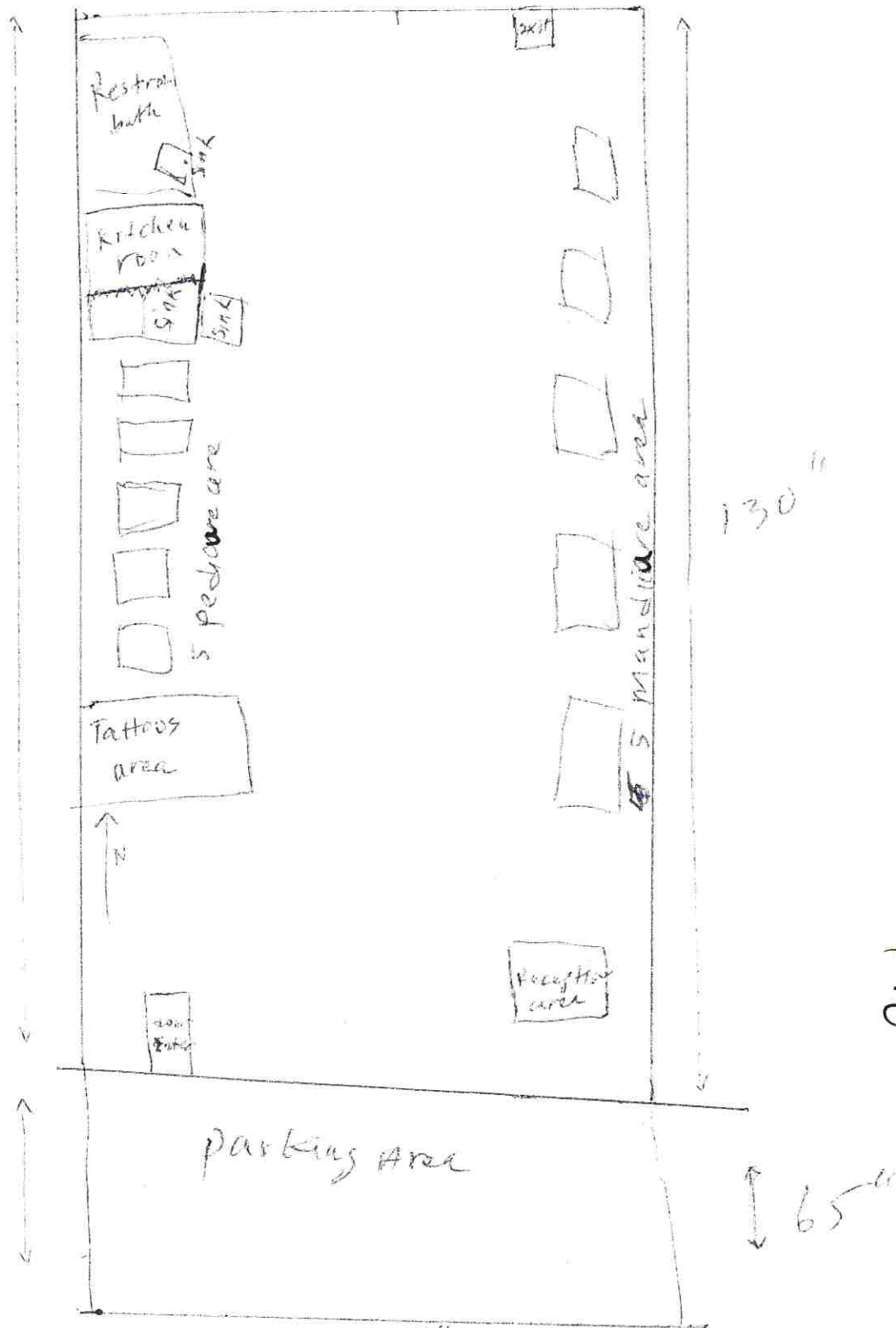
Fee: \$300.00 (non-refundable)

	<i>Suabna Xiong</i>	<i>9-27-21</i>
Business Owner Signature	Printed Name	Date

Office Use Only

Sufficient site plan submitted? Yes / No	If not, what is needed?	
Category of proposed use	Parking code meets requirements? Yes / No	Proper exterior lighting? Yes / No
Owner's letter of consent received? Yes / No	Date application received	Fee paid? Yes / No
List any existing code violations:		
Additional comments:		

Employer parking area
45'



Suabna Xiong
Nhi Le Nails
Salem Magica LLC

North ~~main St~~
Santa Monica Blvd

6724 N Santa Monica Blvd

Date: Aug 18, 2021

Total square footage =
50,085 feet

NO. 4517 - 403

THE STATE OF WISCONSIN

Hereby certifies that

SUABNA XIONG

was granted a permit to operate as a

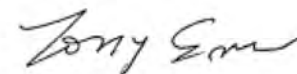
TATTOOIST

*in the State of Wisconsin in accordance with Wisconsin Law
on the 22nd day of September in the year 2021.*

The authority granted herein must be renewed annually by the granting authority.

*In witness thereof, the State of Wisconsin
Department of Safety and Professional Services
has caused this certificate to be issued under
its official seal.*


Dawn B. Crim, Secretary


Tony Evers, Governor

This certificate was printed on the 22nd day of September in the year 2021





To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SAB*
Date: October 28, 2021
Re: Recommendation for Acceptance of Change Order No. 2 for the 2021 Road and Utility Reconstruction Project

During the course of the 2021 road and utility project, field modifications were made as part of the installation of green infrastructure (a bioswale) along Regent Court No. 3. More specifically, the bioswale was moved from the court to Indian Creek and, as part of the work, additional piping needed to be installed from the outlet end of the bioswale to Indian Creek and an additional bioswale needed to be constructed within an easement area to the west of Regent Court No. 3 due to the grades from the storm sewer outfall pipe (inadequate cover over the top of the pipe).

All-Ways Contractors performed the work and submitted a change order in the amount of \$20,446.16 for the work to be performed. The cost of the work is based on average unit prices within the contract documents for the installation of other bioswale and storm sewer features and, given the work expected of the contractor, were reasonable. Therefore, it is my recommendation that the Village Board accept change order number 2 in the amount of \$20,446.16 and authorize the Village President and Village Clerk/Treasurer to sign the change order on behalf of the Village.

Change Order: No. 2 Date: October 15, 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 changing location of bioswale from Regent Court #3 to Indian Creek for the same Contract lump sum price amount of \$39,285.00 (or \$109.13 per foot).

Two additional modifications were added to the new bioswale in Indian Creek:

1. In order to accept storm water from Regent Court #3, the bioswale was extended to approximately 82 feet from the north end toward the east.....82' x \$109.13 = \$ 8,948.66
2. Approximately 175 LF of 6" PVC overflow pipe wrapped with stone was installed from the south end toward Indian Creek.....175' x \$65.70 = \$11,497.50

Total Additional Work: \$20,446.16

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>20,446.16</u>
Original CONTRACT PRICE:	\$ <u>2,301,875.25</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER:	\$ <u>2,368,290.25</u>
The CONTRACT PRICE due to this CHANGE ORDER will be increased by:	\$ <u>20,446.16</u>
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ <u>2,388,736.41</u>

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by 5 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: Yuriv Amelyan, Project Manager
(Name & Title)
[Signature] Date 10-15-2021
(Signature)

Accepted by the CONTRACTOR: Scott A. Batchelor, All Ways Contractors, Inc. Business Manager
(Name & Title)
[Signature] Date 10-15-2021
(Signature)

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

(Signature) Date _____

Kelly Meyer, Village Clerk
(Name & Title)

(Signature) Date _____

CCO - 1

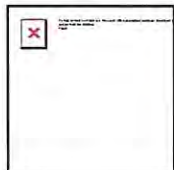
batch@allwaysinc.com

From: Yuriy Amelyan, PE <yamelyan@kapurinc.com>
Sent: Friday, October 15, 2021 12:12 PM
To: batch@allwaysinc.com
Cc: 'Scott Brandmeier'; Yuriy Amelyan, PE
Subject: RE: Fox Point R/U Quantities
Attachments: CCO #2.pdf

Scott (All-Ways),

Please sign attached CCO #2 and return it to the Village.

Thanks,



Yuriy Amelyan, PE

Associate/ Project Manager

M: 414.254.6348

Kapur

O: 414.751.7285

7711 N Port Washington Road

 | kapurinc.com

Milwaukee, Wisconsin 53217

From: Yuriy Amelyan, PE <yamelyan@kapurinc.com>

Sent: Thursday, October 14, 2021 2:40 PM

To: 'Scott Brandmeier' <sbrandmeier@villageoffoxpoint.com>; Mike Krueger <mkrueger@villageoffoxpoint.com>; batch@allwaysinc.com; Robert Maas <rmaas@kapurinc.com>; Yuriy Amelyan, PE <yamelyan@kapurinc.com>

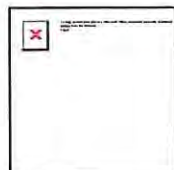
Subject: FW: Fox Point R/U Quantities

Gentlemen,

Following up on our telephone conversation – we going to meet tomorrow, on Friday October 15 at 9:00 am at the Village Hall.

The agenda/subject for tomorrow meeting is described in the e-mail below.

Thanks.



Yuriy Amelyan, PE

Associate/ Project Manager

M: 414.254.6348

Kapur

O: 414.751.7285

7711 N Port Washington Road

 | kapurinc.com

Milwaukee, Wisconsin 53217

From: Robert Maas <rmaas@kapurinc.com>

Sent: Thursday, October 14, 2021 11:48 AM

To: batch@allwaysinc.com

Cc: Yuriy Amelyan, PE <yamelyan@kapurinc.com>

Subject: RE: Fox Point R/U Quantities

Scott,



To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: November 1, 2021
Re: Recommendation for Acceptance of Proposal for Design for the 2022 Road and Utility Reconstruction Project

The proposed 2022 Capital Improvement Program includes the replacement of the water main, reconstruction of the roads and replacement of storm sewer pipes, cross culverts and ditch re-grading along Bradley Road and Wye Lane as well as the replacement of the water main on Port Washington Road between Bradley Road and Indian Creek Boulevard.

A request for proposal (RFP) was submitted to five local consulting firms – Baxter & Woodman, Reukert Mielke, Short Elliott Hendrickson (SEH), MSA and Kapur & Associates – requesting that they provide a proposal for the design activities associated with the project. Three of the five consultants submitted a proposal addressing the various tasks (SEH and Ruekert Mielke did not submit proposals). After reviewing the proposals, each of them were fairly similar in terms of the level of effort. In evaluating each proposal, I look at not only the cost associated with the project but the number of staff hours the consultant proposes to complete the work. The cost for the work ranged from approximately \$55,000 up to \$218,000.

With the exception of one proposal, the cost estimates to perform the work are well under that which was budgeted (\$127,500). Of the proposals received, Baxter & Woodman submitted the lowest cost proposal but appears to have adequate hours allocated to the project. The next lowest proposal was from Kapur & Associates in the amount of \$68,499. While Baxter & Woodman has not performed any work for the Village, they have been in business for 75 years and have performed work for communities in the Milwaukee metropolitan area. After speaking with the project manager, I am comfortable that they will be able to perform the work as the number of hours they allocated to the project are very similar to those that Kapur proposed for the project. I do believe that the cost of the work reflects Baxter & Woodman's desire to enter into the market along the North Shore of Milwaukee.

Therefore, it is my recommendation that the Village Board accept the proposal of Baxter & Woodman in an amount not to exceed \$55,339.73 for the design services associated with the project and that the Village Board authorize the Village President and Village Clerk to sign the contract on behalf of the Village subject to the review of the Village Attorney. There is adequate funding available in the storm water utility account, capital projects fund and water fund to cover the cost of this design project.



115 South 84th Street, Suite 220, Milwaukee Wisconsin 53214 • 414.257.3150 • baxterwoodman.com

November 1, 2021

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

***Subject: Village of Fox Point – 2022 Road and Utility Reconstruction Project
Design Engineering Services Agreement***

Dear Mr. Brandmeier:

Baxter and Woodman is excited to provide design-engineering services for the Village of Fox Point for the 2022 Road and Utility Reconstruction Project. Work will begin upon execution of this contract. The services we will provide are detailed below:

LOCATION

The project is located on Bradley Road, Wye Lane, and Port Washington Road within the Village of Fox Point. The area for project includes the following:

<u>Roadway</u>	<u>Limits</u>	<u>Approximate Length</u>
Bradley Road	Port Washington Road to Lake Drive	4,200 feet
Wye Lane	Lake Drive to End	950 feet
Port Washington Road	Bradley Road to Indian Creek	1,900 feet

PROJECT UNDERSTANDING

Bradley Road

Bradley Road is a two-lane residential street with 22-24 foot wide pavement, designated as a Collector by WisDOT. It is expected the existing 5 inches of asphalt pavement will be milled and replaced with new HMA Pavement. The Village is interested in the possible inclusion of paved shoulders similar to what was done recently on Calumet Road, which included 11-foot travel lanes and 5-foot paved shoulders on both sides of the road. Coordination will be required with Union Pacific Railroad, Milwaukee County (Port Washington Road), and WisDOT (Lake Drive). It is anticipated that the WisDOT project to repave Lake Drive will be constructed in 2025 or 2026, so any utility impacts within the intersection will only be patched as a part of the current project.

The Village is interested in improvements to the stormwater management along Bradley Road, including possibly green infrastructure, replacing culverts with buried pipes, or other design considerations. All roadway and driveway culverts will need to be evaluated for possible replacement. The large storm culvert at the intersection of Santa Monica Boulevard will be replaced. As part of this replacement the culvert will include new stamped concrete endwalls.

Water main will be replaced for the entire length of the street, including service laterals from the main to the curb stop, replacement of the curb stops, coordination and design of the replacement of lead water service laterals (estimated at two), and recommendations for the installation of other valves along the project route. The water main is located in the middle of the road between Port Washington Road and just east of Seneca Road and then on the north side of the road from that point to Lake Drive.

Sanitary Sewer manholes will need to be adjusted and their seals replaced (estimated at nine) from Santa Monica Boulevard to Lake Drive.

Wye Lane

Wye Lane is a two-lane residential street with 18-foot wide pavement. It is expected the existing 4 inches of asphalt pavement will be milled and replaced with new HMA Pavement.

The Village is interested in improvements to the stormwater management along Wye Road, including possibly green infrastructure, replacing culverts with buried pipes, or other design considerations. All roadway and driveway culverts will need to be evaluated for possible replacement.

Water main will be replaced for the entire length of the street, including service laterals from the main to the curb stop, replacement of the curb stops, and recommendations for the installation of other valves along the project route.

Sanitary Sewer manholes will need to be adjusted and their seals replaced (estimated at six).

Port Washington Road

Water main will be replaced by way of directional drilling between Bradley Road and Indian Creek, including hydrants and hydrant leads (estimated at 6), valves (estimated at 16), service laterals from the main to the curb stop, replacement of the curb stops, and recommendations for the installation of other valves along the project route. Coordination will be required to obtain permits from Milwaukee County and WDNR.

General

The Village is interested in pursuing Transportation Alternatives Program (TAP) funding for the roadway improvements; and grants from Milwaukee Metropolitan Sewerage District, Fund for Lake

Michigan and/or other entities for the incorporation of green infrastructure and/or stormwater BMP's.

SCOPE OF SERVICES

Design Engineering

Task 1 Project Management

A. Manage Project

Contact Digger's Hotline to identify utilities that have facilities along the project limits. Request utility atlas maps and plot locations and sizes of existing utilities in electronic drawings. Submit preliminary and final plans to utility companies so conflicts and relocation efforts can be identified. Provide ongoing reviews of permitting and utility relocation efforts as requested by the Village.

B. Utility Coordination

Contact Diggers to identify utilities that have facilities along the project limits. Request utility atlas maps and plot locations and sizes of existing utilities in electronic drawings. Submit preliminary and final plans to utility companies so conflicts and relocation efforts can be identified. Provide ongoing reviews of permitting and utility relocation efforts as requested by the Village.

C. Permits

Complete and submit the appropriate applications for the required permits including Wisconsin Department of Natural Resources (WDNR) Sanitary Sewer and Water approval permits. The Village will pay the fees for all permits. The applications must be submitted to the Village for online approval or with the necessary number of copies for signature and mailing envelopes unless required by the DNR.

- WDNR Notice of Intent, NR 216 Storm Water and Chapter 30 as required
- WDNR Water Main Extension Permit, NR 811
- Village of Fox Point Erosion Control/Stormwater submittal
- Wisconsin Public Service Commission Construction Authorization (if required)
- All other local, State, and Federal permits as required

D. Railroad Coordination

Prepare a notice of project and submit to Union Pacific notifying of the proposed improvements as part of the project. Project improvements will remain outside of Railroad property.

E. QC/QA Review

Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, pre-final, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts.

Task 2 Meetings

A. Meetings with Village Staff

Meet with Village and Village Utilities personnel to discuss project milestones and any known areas of concerns.

- Kickoff, Data Compilation, and Project Walkthrough Meeting
- Alternatives/Concept Meeting
- Project Status Meetings (3)

B. Public Meetings

Prepare advertisement, exhibits, handouts, and attend two Public Meetings and/or Hearings. Prepare meeting minutes to document public comments.

- Public Information Meeting (PIM) and/or coordination of mailer
- Pre-Construction PIM

Task 3 Road, Storm Sewer, Sanitary Sewer and Water Main Design

A. Alternative Analysis

Analyze and schematically develop alternative alignments, configurations, and geometrics to establish the preferred alternative on Bradley Road. Review critical cross sections, right-of-way, impacts, and design constraints. Compile alternatives and summarize findings of the analysis with recommendations. A maximum of 3 alternatives will be developed further for evaluation.

Concept sketches of each alternative considered will be developed and the analysis will include conceptual development of the following items:

- Shoulder widening options,
- Stormwater management, including replacement of culverts with buried pipe
- Green infrastructure and other stormwater BMP's that can be easily implemented, low maintenance, and least impact on Village infrastructure (storm, water, sewer, trees, etc.).

B. Topographic Survey

Perform topographic survey within the project limits and at 50-foot intervals including

driveways and cross streets. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls. The limits of the survey will be:

- Bradley Road: Port Washington Road to Lake Drive (4,200 feet) and will include 100 feet along adjacent side streets to anticipate potential profile changes. Cross section width shall be taken 5 feet outside the right-of-way to anticipate potential impacts.
- Wye Lane: Lake Drive to end (950 feet) and will include 50 feet along adjacent side streets to anticipate potential profile changes. Cross section width shall be taken 5 feet outside the right-of-way to anticipate potential impacts.
- Port Washington Road: Topographic survey at select location for boring pits between Bradley Road and Indian Creek (not Indian Creek Parkway). Locate locations of all utilities between Bradley Road and Indian Creek.

Collect drainage structure condition, inverts, size, and flow direction.

C. Geotechnical Investigation

Employ the services of a geotechnical subconsultant to take up to 4 ten-foot deep roadway borings (at locations determined by the engineer in coordination with Village). The geotechnical consultant will provide an analysis of the cores/borings and a soils report in accordance with the requirements of the Village.

Structural soil borings are not anticipated.

D. Road Design

- Typical Sections:** Prepare typical sections for the existing and proposed improvements, showing dimensions for roadway surfaces, bases, subbases, subgrade treatments, gutters, curb and gutters, medians, sidewalks, bike paths, ditches, backslopes, and right of way
- Plan and Profile:** Prepare plan and profile sheets for the horizontal and vertical alignment of the preferred alternative at 1" = 50' scale. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions. Plan and profile sheets will include improvement limits, stations and offset callouts, label construction right of way breaks, driveway repairs, rehabilitation strategy, curb and gutter and sidewalk improvements, driveway repairs, utility structure adjustments, pavement marking, and note special instructions to the Contractor.
- Detailed Drawings:** Complete required plan sheets required for bidding including: Cover, General Notes, Miscellaneous Quantities, Schedule of Quantities, Typical Sections, Erosion Control, Traffic Control, Removals, Plan and Profile, Grading, Pavement Markings, Landscaping, Construction Details, and Cross Sections.
- Cross Section Design:** Design roadway cross sections at 50-foot intervals and all

cross streets, driveways and cross-road culverts. Compute earthwork calculations. Stage construction earthwork calculations are not anticipated.

E. Drainage Design

Prepare the ditch, inlet, culvert, and storm sewer design for the proposed improvements. It is assumed that the project outfalls will be maintained and not modified as part of this project.

Prepare a Stormwater Management Plan per Village Code Section 285-30 and submit to the Village.

F. Water Main Design

Design the proposed water main to be in compliance with Wisconsin Department of Natural Resources (WDNR) rules and obtain WDNR permit for construction and to avoid existing utilities. The water main plans will include existing and proposed alignments, and locations of fire hydrants, typical service connections, valves, and connections to existing mains.

Task 4 Construction Documentation Preparation

A. Project Manual

Prepare for review and approval by the Village and its legal counsel the forms of construction contract documents consisting of the Notice and Instructions to Bidders, Bid Form, Agreement, Performance-Payment Bonds, General Conditions, and Supplementary Conditions. Prepare specifications in conformance with the preferred format of the Village.

B. Cost Estimate

Prepare summary of quantities, schedules of materials, and an Engineer's Opinion of Probable Cost.

C. Assist Bidding

Provide documents for bidding and assist the Village in solicitation of bids from as many qualified bidders as possible, prepare addendums as necessary, attend bid opening to receive and evaluate bids, tabulate bids, and make a recommendation to the Village for an award of contract.

Task 5 Grant Preparation, Submittal and Coordination

Prepare grants to the Milwaukee Metropolitan Sewerage District, Fund for Lake Michigan

and/or other entities for the incorporation of green infrastructure and/or stormwater BMP's into the project design. Submit grant application to the Department of Transportation for a TAP grant along Bradley Road.

EXCLUSIONS

1. Wetland delineation/mitigation.
2. Construction Engineering or Observation
3. Right-of-Way Plat preparation and acquisition services

ITEMS PROVIDED BY VILLAGE OF FOX POINT

1. Digital ortho-photography of the project area, as available
2. As built information for sanitary sewer, water main, and storm sewer.
3. Plans and bid documents from recent similar projects.
4. Pertinent stormwater reports, analysis, and/or modeling related to the culvert replacement at intersection of Bradley Road and Santa Monica Boulevard.
5. All fees related to permitting activities.
6. Additional survey beyond described above, if needed.
7. List of resident addresses to receive Public Information Meeting notices.

SCHEDULE

- | | |
|---------------------------------|------------------------|
| • Approve Design Contract | November 9, 2022 |
| • Topographic Survey | November/December 2022 |
| • Geotechnical Investigation | November/December 2022 |
| • Public Information Meeting | January 2022 |
| • Final Design | February 2022 |
| • Bid Project | March 2022 |
| • Approve Construction Contract | April 2022 |
| • Construction | Summer 2022 |

SUBCONSULTANTS

Baxter & Woodman, Inc. is including as part of our design team Terracon Consultants, Inc. to assist in the Geotechnical Investigation specified in Task 3.

ENGINEERING FEE

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which will not exceed \$55,339.73.

Thank you for the opportunity to submit a proposal for this important Project. The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**

If you have any questions or need additional information, please do not hesitate to contact me at sahles@baxterwoodman.com or 815-444-3387.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Scott Ahles, P.E.
Region Manager

VILLAGE OF FOX POINT, WI

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Wisconsin Prompt Payment Law (s. 16.528 and 16.53 (2) (11)).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other’s employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days’ written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW’s design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW’s design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney’s fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW’s document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party’s non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. 2021-____

**Resolution Authorizing Execution of the
Department of Natural Resources
Principal Forgiven Financial Assistance Agreement**

WHEREAS, the Village of Fox Point (the "Municipality") wishes to undertake a project to replace private lead service lines at residences, pre-k–12 schools and licensed and/or certified daycare centers, identified as DNR No. 4806-02 (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$50,000 that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, the Village President and Village Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

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

DATED this _____ day of November, 2021.

Douglas H. Frazer
Village President

ATTEST:

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



To: Village Board

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

Through: Scott Botcher, Village Manager *SAB*

Date: November 2, 2021

Re: **Resolution to Divide the Village of Fox Point into Wards Pursuant to Wisconsin Statutes Section 5.15(4)**

Resolution to Combine Wards 1-4 for Voting Purposes Pursuant to Wisconsin Statutes Section 5.15(6)(b)

Resolution to Combine Wards 5-9 for Voting Purposes Pursuant to Wisconsin Statutes Section 5.15(6)(b)

Background and Overview

The Village of Fox Point received a tentative supervisory district plan from Milwaukee County on November 2, 2021. Pursuant to Wisconsin Statutes Section 5.15(1)(b), the Village has sixty days from the receipt of the tentative supervisory district plan to adjust its wards, which is done by resolution, based on the Federal decennial census population results.

Analysis

Based on the information from the census and working in coordination with Southeastern Wisconsin Regional Planning Commission and Legislative Reference Bureau, the proposed ward boundaries remain the same as they were previously in 2011. The population in each ward still conforms to the parameters established by the Statutes. Additionally, maintaining the wards as they currently are will prevent confusion for voters.

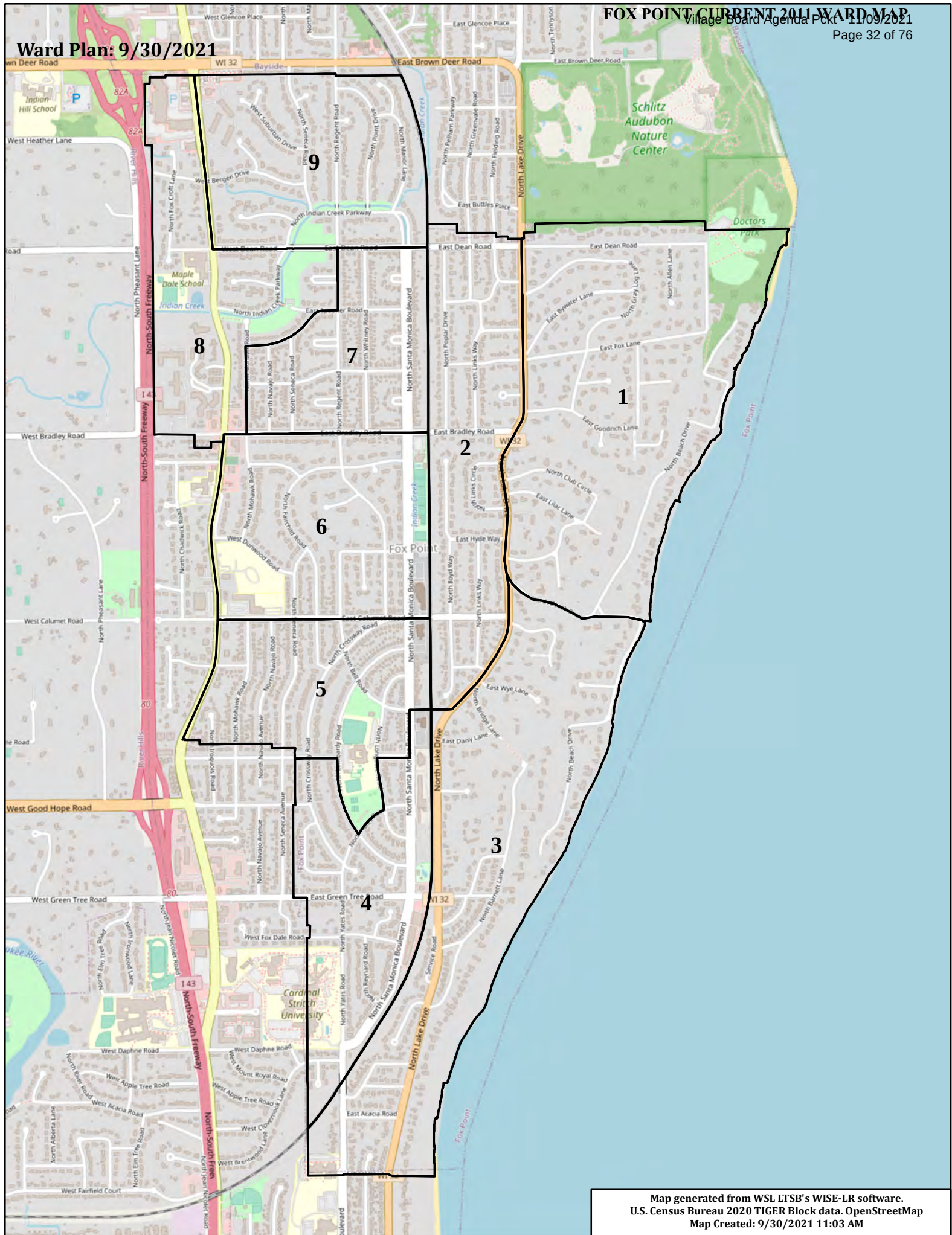
Recommendation

Staff recommends that the Village Board approve the Resolution to Divide the Village of Fox Point into Wards Pursuant to Wisconsin Statutes Section 5.15(4) at the November 9, 2021 Village Board meeting and upload the adopted resolution into WISE-LR.

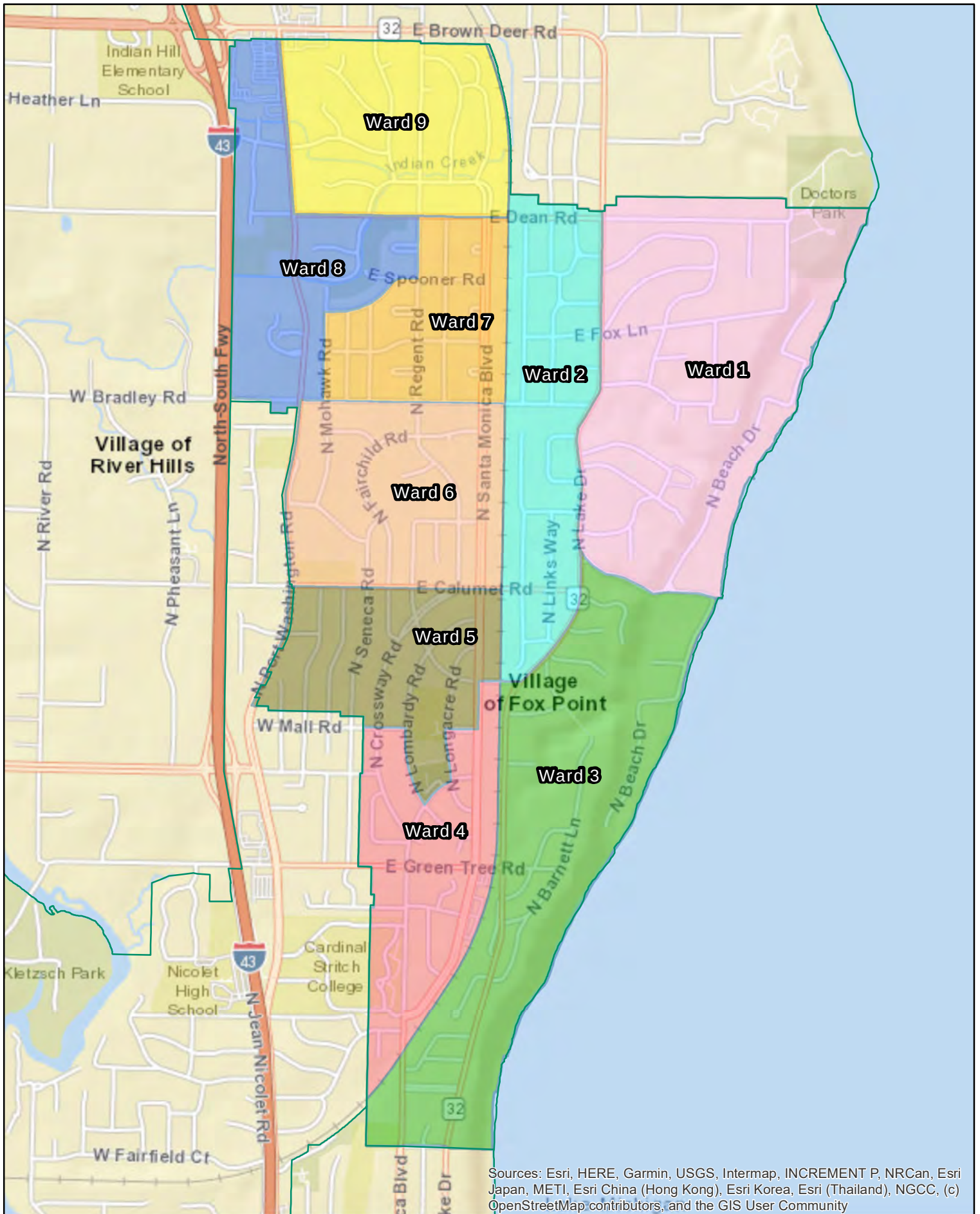
Staff recommends that the Village Board approve the Resolution to Combine Wards 1-4 for Voting Purposes Pursuant to Wisconsin Statutes Section 5.15(6)(b) at the November 9, 2021 Village Board meeting and direct the Village Clerk to fill in the appropriate blanks, where necessary and upload the adopted resolution into WISE-LR.

Staff recommends that the Village Board approve the Resolution to Combine Wards 5-9 for Voting Purposes Pursuant to Wisconsin Statutes Section 5.15(6)(b) at the November 9, 2021 Village Board meeting and direct the Village Clerk to fill in the appropriate blanks and upload the adopted resolution into WISE-LR.

Ward Plan: 9/30/2021



Village of Fox Point Tentative Ward Plan - 2021



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Table 1
Fox Point – Wards as Defined by 2020 Census Blocks

Ward No.	2020 Census Block ID	Ward No.	2020 Census Block ID	Ward No.	2020 Census Block ID
1	550790351002000	4	550790352004000	7	550790352002000
1	550790351002001	4	550790352004003	7	550790352002001
1	550790351002002	4	550790352004004	7	550790352002002
1	550790351002003	4	550790352004005	7	550790352002006
1	550790351002004	4	550790352004006	7	550790352002007
1	550790351002005	4	550790352004007	7	550790352002008
1	550790351002017	4	550790352004008	7	550790352002009
1	550790351002018	4	550790352004009	7	550790352002010
1	550790351002026	4	550790352004010	7	550790352002011
		4	550790352004011	7	550790352002012
Ward No.	2020 Census Block ID	4	550790352004012	7	550790352002013
2	550790351002006	4	550790352004013	7	550790352002014
2	550790351002007	4	550790352004014	7	550790352002015
2	550790351002008	4	550790352004015		
2	550790351002009	4	550790352004016	Ward No.	2020 Census Block ID
2	550790351002010	4	550790352004017	8	550790352001004
2	550790351002011	4	550790352004018	8	550790352001012
2	550790351002012	4	550790352004019	8	550790352001013
2	550790351002013			8	550790352001014
2	550790351002014	Ward No.	2020 Census Block ID	8	550790352001015
2	550790351002015	5	550790352003010	8	550790352001016
2	550790351002016	5	550790352003011	8	550790352002003
2	550790351002019	5	550790352003012	8	550790352002004
2	550790351002020	5	550790352003013	8	550790352002005
2	550790351002021	5	550790352003015		
2	550790351002022	5	550790352003016	Ward No.	2020 Census Block ID
2	550790351002023	5	550790352003017	9	550790352001000
2	550790351002024	5	550790352003018	9	550790352001001
2	550790351002025	5	550790352003019	9	550790352001002
		5	550790352003020	9	550790352001003
Ward No.	2020 Census Block ID	5	550790352003021	9	550790352001005
3	550790351001002	5	550790352003022	9	550790352001006
3	550790351001003	5	550790352004001	9	550790352001007
3	550790351001004	5	550790352004002	9	550790352001008
3	550790351001005			9	550790352001009
3	550790351001006	Ward No.	2020 Census Block ID	9	550790352001010
3	550790351001007	6	550790352003000	9	550790352001011
3	550790351001008	6	550790352003001		
3	550790351001009	6	550790352003002		
3	550790351001010	6	550790352003003		
3	550790351001011	6	550790352003004		
3	550790351001012	6	550790352003005		
3	550790351001013	6	550790352003006		
3	550790351001014	6	550790352003007		
3	550790351001015	6	550790352003008		
3	550790351001016	6	550790352003009		
3	550790351001017	6	550790352003014		
3	550790351001018				
3	550790351001019				

Table 2
Fox Point – Wards by Population

Wards	2020 Census Population	Fox Point Valid Ward Range	Deviation from Average Ward	Deviation Percentage
1	657	300 to 1,000	-113	-14.68
2	800	300 to 1,000	30	3.90
3	849	300 to 1,000	79	10.26
4	762	300 to 1,000	-8	-1.04
5	791	300 to 1,000	21	2.73
6	643	300 to 1,000	-127	-16.49
7	806	300 to 1,000	36	4.68
8	827	300 to 1,000	57	7.40
9	799	300 to 1,000	29	3.77
Total	6,934	--	--	--
Average Wards	770	--	--	--

Table 3
Ward Population by Race/Ethnicity

Potential Wards	Non-Hispanic								Hispanic		Total	
	White		African American		Asian		Other Race or Two or More Races					
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
1	542	82.5	20	3.0	52	7.9	19	2.9	24	3.7	657	100.0
2	693	86.6	17	2.1	46	5.8	19	2.4	25	3.1	800	100.0
3	763	89.9	17	2.0	26	3.1	17	2.0	26	3.1	849	100.0
4	590	77.4	58	7.6	42	5.5	13	1.7	59	7.7	762	100.0
5	670	84.7	28	3.5	41	5.2	19	2.4	33	4.2	791	100.0
6	560	87.1	10	1.6	35	5.4	15	2.3	23	3.6	643	100.0
7	697	86.5	26	3.2	23	2.9	24	3.0	36	4.5	806	100.0
8	642	77.6	43	5.2	93	11.2	14	1.7	35	4.2	827	100.0
9	652	81.6	52	6.5	62	7.8	12	1.5	21	2.6	799	100.0
Fox Point	5,809	83.8	271	3.9	420	6.1	152	2.2	282	4.1	6,934	100.0

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. 2021-____

A RESOLUTION TO DIVIDE THE
VILLAGE OF FOX POINT INTO WARDS
PURSUANT TO WISCONSIN STATUTES SECTION 5.15(4)

WHEREAS, on or about November 2, 2021 the Village of Fox Point Village Clerk received a tentative supervisory redistricting plan from Milwaukee County pursuant to Wis. Stat. § 59.10(3)(b)(1); and

WHEREAS, pursuant to Wis. Stat. § 5.15(1)(b), the Village of Fox Point has sixty (60) days from the date of receipt of the County's tentative supervisory district plan to adjust its wards according to the requirements of Wis. Stat. § 5.15(2); and

WHEREAS, the Village of Fox Point has made a good faith effort to accommodate the tentative supervisory redistricting plan submitted by Milwaukee County and proposes to divide itself into wards in such a manner that will permit the creation of County supervisory districts in accordance with the population requirements for the plans specified in Wis. Stat. § 59.10(3)(b)(1); and

WHEREAS, pursuant to Wis. Stat. § 5.15(2)(b)(4), the Village of Fox Point may divide itself into no less than 7 and no more than 24 wards, based upon the federal decennial census population of the Village of 6,934 persons; and

WHEREAS, pursuant to Wis. Stat. § 5.15(2)(b)(4), each ward established by the Village of Fox Point contains not less than 300 nor more 1,000 inhabitants pursuant to the population estimate described in the most recent federal decennial census; and

WHEREAS, the boundaries of the wards hereby established and the population number assigned to each ward are intended to be as permanent as possible, and to this end each ward hereby established contains a population at a convenient point within the applicable population range, with due consideration for the known trends of population increase or decrease within that part of the Village in which the ward is located; and

WHEREAS, each ward hereby created consists of whole blocks as defined by the U.S. Bureau of the Census, except as authorized by Wis. Stat. § 5.15(2);

NOW, THEREFORE, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, HEREBY RESOLVES as follows:

1. **First Ward.** The following territory shall constitute the first ward:

Census Blocks: 550790351002000, 550790351002001,
550790351002002, 550790351002003, 550790351002004,
550790351002005, 550790351002017, 550790351002018,
550790351002026.

The polling place for the first ward shall be the Fox Point Police Department, 7300 N Santa Monica Blvd.

2. **Second Ward.** The following territory shall constitute the second ward:

Census Blocks: 550790351002006, 550790351002007, 550790351002008, 550790351002009, 550790351002010, 550790351002011, 550790351002012, 550790351002013, 550790351002014, 550790351002015, 550790351002016, 550790351002019, 550790351002020, 550790351002021, 550790351002022, 550790351002023, 550790351002024, 550790351002025.

The polling place for the second ward shall be Fox Point Police Department, 7300 N Santa Monica Blvd.

3. **Third Ward.** The following territory shall constitute the third ward:

Census Blocks: 550790351001002, 550790351001003, 550790351001004, 550790351001005, 550790351001006, 550790351001007, 550790351001008, 550790351001009, 550790351001010, 550790351001011, 550790351001012, 550790351001013, 550790351001014, 550790351001015, 550790351001016, 550790351001017, 550790351001018, 550790351001019.

The polling place for the third ward shall be Fox Point Police Department, 7300 N Santa Monica Blvd.

4. **Fourth Ward.** The following territory shall constitute the fourth ward:

Census Blocks: 550790352004000, 550790352004003, 550790352004004, 550790352004005, 550790352004006, 550790352004007, 550790352004008, 550790352004009, 550790352004010, 550790352004011, 550790352004012, 550790352004013, 550790352004014, 550790352004015, 550790352004016, 550790352004017, 550790352004018, 550790352004019.

The polling place for the fourth ward shall be Fox Point Police Department, 7300 N Santa Monica Blvd.

5. **Fifth Ward.** The following territory shall constitute the fourth ward:

Census Blocks: 550790352003010, 550790352003011, 550790352003012, 550790352003013, 550790352003015, 550790352003016, 550790352003017, 550790352003018,

550790352003019, 550790352003020, 550790352003021,
550790352003022, 550790352004001, 550790352004002.

The polling place for the fifth ward shall be Longacre Pavilion, 7343 N Longacre Road.

6. **Sixth Ward.** The following territory shall constitute the fourth ward:

Census Blocks: 550790352003000, 550790352003001,
550790352003002, 550790352003003, 550790352003004,
550790352003005, 550790352003006, 550790352003007,
550790352003008, 550790352003009, 550790352003014.

The polling place for the sixth ward shall be Longacre Pavilion, 7343 N Longacre Road.

7. **Seventh Ward.** The following territory shall constitute the fourth ward:

Census Blocks: 550790352002000, 550790352002001,
550790352002002, 550790352002006, 550790352002007,
550790352002008, 550790352002009, 550790352002010,
550790352002011, 550790352002012, 550790352002013,
550790352002014, 550790352002015.

The polling place for the seventh ward shall be Longacre Pavilion, 7343 N Longacre Road.

8. **Eighth Ward.** The following territory shall constitute the fourth ward:

Census Blocks: 550790352001004, 550790352001012,
550790352001013, 550790352001014, 550790352001015,
550790352001016, 550790352002003, 550790352002004,
550790352002005.

The polling place for the eighth ward shall be Longacre Pavilion, 7343 N Longacre Road.

9. **Ninth Ward.** The following territory shall constitute the fourth ward:

Census Blocks: 550790352001000, 550790352001001,
550790352001002, 550790352001003, 550790352001005,
550790352001006, 550790352001007, 550790352001008,
550790352001009, 550790352001010, 550790352001011.

The polling place for the ninth ward shall be Longacre Pavilion, 7343 N Longacre Road.

BE IT FURTHER RESOLVED that this resolution is accompanied by attached Exhibit A, which is a list of the block numbers used by the U.S. Bureau of the Census that are wholly or partly contained within each ward identified above, respectively; and

BE IT FURTHER RESOLVED that this resolution is accompanied by attached Exhibit B which is a map which illustrates the ward boundaries that are hereby created; and

BE IT FURTHER RESOLVED that within five days after adoption or enactment of this resolution, the Village Clerk shall transmit one copy of the resolution to the Milwaukee County Clerk, accompanied by the list and map specified above; and

BE IT FURTHER RESOLVED that 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; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage and posting or publication as provided by law.

Dated this _____ day of November, 2021.

VILLAGE OF FOX POINT

Douglas H. Frazer
Village President

ATTEST:

Kelly Meyer, WCMC/CMC
Village Clerk Treasurer

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. 2021-__

A RESOLUTION TO COMBINE WARDS 1-4
FOR VOTING PURPOSES PURSUANT TO
WISCONSIN STATUTES SECTION 5.15(6)(b)

WHEREAS, Section 5.15(6)(b) of the Wisconsin Statutes, provides that a municipality having a population of less than 35,000 may provide by resolution for the combination of two or more wards for voting purposes to facilitate using a common polling place, and that the resolution shall remain in effect for each election until modified or rescinded or until a new division is made under Section 5.15, Wisconsin Statutes, as further described in said statute; and

WHEREAS, the Village of Fox Point has a population of less than 35,000 and has been divided into 9 wards pursuant to Resolution No. 2021-__; and

WHEREAS, the Village Board wishes to avoid any uncertainty with regard to the status of the combination of Wards 1-4 for voting purposes that may otherwise result from the Village Board's adoption of Resolution No. 2021-__ to divide the Village of Fox Point into wards pursuant to Wisconsin Statutes Section 5.15; and

WHEREAS, to facilitate the administration of elections in the Village of Fox Point, the Village Board finds that it is necessary and appropriate to combine Wards 1-4 for voting purposes so as to use a common polling place;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, that Wards 1-4 shall be combined for voting purposes to facilitate using a common polling place; and

BE IT FURTHER RESOLVED, that returns shall be maintained only for each group of combined wards at any election; and

BE IT FURTHER RESOLVED, whenever common ballot boxes and ballots or voting machines are used, separate returns shall be maintained for each separate ballot required under Sections 5.62 and 5.64, Wisconsin Statutes, at the August primary and general election; and

BE IT FURTHER RESOLVED that the Village Clerk shall transmit a copy of this resolution to the Milwaukee County Clerk; and

BE IT FURTHER RESOLVED that this resolution shall remain in effect for each election until modified or rescinded or a new division is made under Wisconsin Statutes

Section 5.15.

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.

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

DATED this _____ day of November, 2021.

VILLAGE OF FOX POINT

Douglas H. Frazer
Village President

ATTEST:

Kelly A. Meyer, WCMC/CMC
Village Clerk Treasurer

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. 2021-____

A RESOLUTION TO COMBINE WARDS 5-9
FOR VOTING PURPOSES PURSUANT TO
WISCONSIN STATUTES SECTION 5.15(6)(b)

WHEREAS, Section 5.15(6)(b) of the Wisconsin Statutes, provides that a municipality having a population of less than 35,000 may provide by resolution for the combination of two or more wards for voting purposes to facilitate using a common polling place, and that the resolution shall remain in effect for each election until modified or rescinded or until a new division is made under Section 5.15, Wisconsin Statutes, as further described in said statute; and

WHEREAS, the Village of Fox Point has a population of less than 35,000 and has been divided into 9 wards pursuant to Resolution No. 2021-____; and

WHEREAS, the Village Board wishes to avoid any uncertainty with regard to the status of the combination of Wards 5-9 for voting purposes that may otherwise result from the Village Board's adoption of Resolution No. 2021-____ to divide the Village of Fox Point into wards pursuant to Wisconsin Statutes Section 5.15; and

WHEREAS, to facilitate the administration of elections in the Village of Fox Point, the Village Board finds that it is necessary and appropriate to combine Wards 5-9 for voting purposes so as to use a common polling place;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, that Wards 5-9 shall be combined for voting purposes to facilitate using a common polling place; and

BE IT FURTHER RESOLVED, that returns shall be maintained only for each group of combined wards at any election; and

BE IT FURTHER RESOLVED, whenever common ballot boxes and ballots or voting machines are used, separate returns shall be maintained for each separate ballot required under Sections 5.62 and 5.64, Wisconsin Statutes, at the August primary and general election; and

BE IT FURTHER RESOLVED that the Village Clerk shall transmit a copy of this resolution to the Milwaukee County Clerk; and

BE IT FURTHER RESOLVED that this resolution shall remain in effect for each election until modified or rescinded or a new division is made under Wisconsin Statutes

Section 5.15.

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.

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

DATED this _____ day of November, 2021.

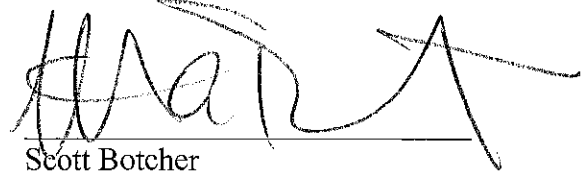
VILLAGE OF FOX POINT

Douglas H. Frazer
Village President

ATTEST:

Kelly A. Meyer, WCMC/CMC
Village Clerk Treasurer

This is to certify that the attached is true and correct list of bills due for a period from October 1-31, 2021, in the total amount of \$714,846.49. 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 'Scott 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 November 9, 2021.

Douglas H. Frazer
Village President

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

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 10/01/2021-10/31/2021

Page: 1
Oct 27, 2021 12:46PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-13100 ACCOUNTS RECEIVABLE - SUNDRY						
1298	WASTE MANAGEMENT OF WI-M	6688774-2275-2	RECYCLING CONT CHARGE	10/13/2021	60.00	10/22/2021
Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY:					60.00	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	NOVEMBER 2021	LIFE INSURANCE	10/14/2021	789.34	10/15/2021
Total 10-21520 GROUP LIFE:					789.34	
10-21521 SUPPLEMENTAL PLANS						
18	SECURIAN FINANCIAL GROUP I	OCT 2021 ACCIDE	ACCIDENTAL	10/14/2021	39.54	10/15/2021
Total 10-21521 SUPPLEMENTAL PLANS:					39.54	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	OCTOBER 2021	POLICE DUES	10/21/2021	495.00	10/22/2021
Total 10-21525 UNION DUES:					495.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR1014212	Deferred Comp NORTH SHORE	10/13/2021	1,575.00	10/15/2021
375	NORTH SHORE BANK, FSB	PR1028212	Deferred Comp NORTH SHORE	10/26/2021	1,575.00	10/27/2021
814	GREAT-WEST TRUST COMPAN	PR1014211	Deferred Comp WI DEFER - PRE	10/13/2021	4,531.83	10/15/2021
814	GREAT-WEST TRUST COMPAN	PR1014211	Deferred Comp WI DEFER - RO	10/13/2021	986.92	10/15/2021
814	GREAT-WEST TRUST COMPAN	PR1028211	Deferred Comp WI DEFER - PRE	10/26/2021	4,531.83	10/27/2021
814	GREAT-WEST TRUST COMPAN	PR1028211	Deferred Comp WI DEFER - RO	10/26/2021	986.92	10/27/2021
101991	VANTAGEPOINT TRANSFER AG	PR1014211	Deferred Comp ICMA-PRETAX	10/13/2021	1,016.43	10/15/2021
101991	VANTAGEPOINT TRANSFER AG	PR1028211	Deferred Comp ICMA-PRETAX	10/26/2021	1,016.43	10/27/2021
Total 10-21530 DEFERRED COMPENSATION:					16,220.36	
10-46710 PAVILION RENTALS						
318	KLENKE, JAMIE	1.056600	DEPOSIT REFUND	09/28/2021	50.00	10/01/2021
Total 10-46710 PAVILION RENTALS:					50.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	SEPT 2021	DRIVER SUR/JAIL FEE	10/01/2021	633.89	10/07/2021
552	WISCONSIN, STATE OF - COUR	SEPT 2021	SEPTEMBER	10/01/2021	1,591.38	10/07/2021
Total 10-51200-395 COUNTY COURT FEES:					2,225.27	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	6165	VLG ATTORNEY	10/21/2021	6,469.80	10/22/2021
Total 10-51300-218 VILLAGE ATTORNEY:					6,469.80	
10-51420-235 INTERNET SERVICE						
1458	TELECOM FITNESS, INC	7500	PHONE/INTERNET COST SAVIN	10/01/2021	1,218.72	10/07/2021
Total 10-51420-235 INTERNET SERVICE:					1,218.72	
10-51420-323 OFFICIAL PUBLICATIONS/NOTICES						
5895	MILW. JOURNAL SENTINAL (AD	0004065153	PUBLICATION	10/26/2021	16.77	10/27/2021
5895	MILW. JOURNAL SENTINAL (AD	0004864994	PUBICATIONS	10/26/2021	20.48	10/27/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 10/01/2021-10/31/2021

Page: 2
Oct 27, 2021 12:46PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-51420-323 OFFICIAL PUBLICATIONS/NOTICES:					37.25	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	156575	PROFESSION SERV/ INTERNET	10/01/2021	2,748.29	10/07/2021
Total 10-51530-210 CONTRACT SERVICES:					2,748.29	
10-51600-210 CONTRACT SERVICES						
477	TAYLOR COMPUTER SERVICES	22378	MANAGED SERVICES	10/14/2021	588.60	10/15/2021
789	DO IT NOW CLEANING LLC	343	MONTHLY CLEANING	10/01/2021	1,583.37	10/01/2021
5778	OFFICE COPYING EQUIPMENT	AR146929	VLG HALL COPIES	10/07/2021	249.55	10/15/2021
5778	OFFICE COPYING EQUIPMENT	ar151783	VLG HALL COPIES	10/12/2021	351.07	10/15/2021
Total 10-51600-210 CONTRACT SERVICES:					2,772.59	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	09/22/2021	0702787382-00002	09/28/2021	25.94	10/01/2021
Total 10-51600-220 GAS-HEAT:					25.94	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	09/22/2021	0702787382-00002	09/28/2021	1,352.01	10/01/2021
Total 10-51600-221 ELECTRIC UTILITIES:					1,352.01	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	246356769	ACCOUNT #87619173	10/13/2021	.45	10/15/2021
5312	AT & T- VILLAGE	09/22/2021	414 351-8900 756 7	10/05/2021	63.50	10/07/2021
Total 10-51600-222 TELEPHONE UTILITIES:					63.95	
10-51600-234 VILLAGE HALL MAINTENANCE						
502	VILLAGE HARDWARE - VH	210358/1	VLG HALL SUPPLIES	09/28/2021	40.77	10/01/2021
503	VILLAGE HARDWARE - DPS	211903	MISC	09/30/2021	18.15	10/07/2021
892	SPECTRUM	10/07/2021	8348 10 012 0042231 VLG	10/19/2021	8.76	10/22/2021
1583	NEPTUNE CROSS CONNECTIO	21-212	BACKFLOW TEST	09/27/2021	200.00	10/01/2021
1800	MENARD'S - GERMANTOWN	12786	MAIL BOX PARTS	10/18/2021	107.64	10/22/2021
2644	DOORMASTER GARAGE DOOR	31339	REPAIR	09/27/2021	2,318.75	10/01/2021
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					2,694.07	
10-51600-310 SUPPLIES/MISC EXPENSES						
297	MAJESTIC ENGRAVING CORP.	61033	NAME PLATE	09/27/2021	52.00	10/01/2021
5033	OFFICE DEPOT -US COMMUNIT	195691955001	37360205-VLG	10/04/2021	109.29	10/07/2021
5033	OFFICE DEPOT -US COMMUNIT	195716596001	37360205-VLG	10/04/2021	12.09	10/07/2021
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					173.38	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	22	HEALTH INSURANCE REIMBUR	10/01/2021	481.12	10/07/2021
435	RIES, DANIEL	38	HEALTH	10/01/2021	839.15	10/07/2021
446	SCHELLING JUDITH	1	REIMBURSEMENT	10/01/2021	222.95	10/07/2021
548	WOJTANOWSKI, WILLIAM	6	MONTHLY DELTA VISION	10/01/2021	11.42	10/07/2021
638	KRIEFALL, DONALD A	66	HEALTH INSURANCE REIMBUR	10/01/2021	323.21	10/07/2021
Total 10-51700-511 GROUP HEALTH - RETIREES:					1,877.85	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 10/01/2021-10/31/2021

Page: 3
Oct 27, 2021 12:46PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-52100-210 POLICE MAINTENANCE CONTRACTS						
218	MILWAUKEE COUNTY EMS	19515	IGA RAIDO FEE	09/30/2021	4,841.76	10/07/2021
218	MILWAUKEE COUNTY EMS	19515	YEARLY RADIO FEE/CAPITAL	09/30/2021	1,680.00	10/07/2021
5152	JAMES IMAGING SYSTEMS, IN	1118672	POLICE DEPARTMENT	10/21/2021	77.83	10/22/2021
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					6,599.59	
10-52100-217 DISPATCHING CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	4876	DISPATCH	09/24/2021	74,746.63	10/01/2021
Total 10-52100-217 DISPATCHING CONTRACT SERVICES:					74,746.63	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	09/22/2021	0702787382-00006	09/28/2021	192.47	10/01/2021
Total 10-52100-220 GAS UTILITIES:					192.47	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	09/22/2021	0702787382-00015	09/28/2021	27.15	10/01/2021
536	WE-ENERGIES	09/22/2021	0702787382-00006	09/28/2021	2,356.97	10/01/2021
Total 10-52100-221 ELECTRIC UTILITIES:					2,384.12	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	20211009OTA	8348 10 012 0041845 POLICE	10/14/2021	17.51	10/15/2021
2136	VERIZON WIRELESS	9889921785	786223225-00001 POLICE	10/14/2021	290.89	10/15/2021
2973	TIME WARNER CABLE	70433001100121	070433001	10/14/2021	911.34	10/15/2021
5312	AT & T- VILLAGE	09/22/2021	414 351-8900 758 7	10/05/2021	39.69	10/07/2021
Total 10-52100-222 TELEPHONE UTILITIES:					1,259.43	
10-52100-232 VEHICLE MAINTENANCE						
172	Gordie Boucher Ford	122605	REPAIR	10/06/2021	162.75	10/15/2021
172	Gordie Boucher Ford	122987	REPAIR	10/21/2021	2,507.27	10/22/2021
Total 10-52100-232 VEHICLE MAINTENANCE:					2,670.02	
10-52100-233 EQUIPMENT MAINTENANCE						
1271	WI DEPT OF FINANCIAL INST.	20211004	NOTARY RENEWAL	10/06/2021	20.00	10/15/2021
5839	LEXISNEXIS	1246411-20210930	MONTHLY FEE	10/14/2021	30.00	10/15/2021
Total 10-52100-233 EQUIPMENT MAINTENANCE:					50.00	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	212049	ANTIFRZ	10/06/2021	14.00	10/15/2021
1751	ACTION HEATING COOLING & P	115473	REPAIR	10/26/2021	186.25	10/27/2021
4777	BATTERIES PLUS -	450785592	BATTERY	10/26/2021	28.28	10/27/2021
Total 10-52100-234 BUILDING MAINTENANCE:					228.53	
10-52100-310 SUPPLIES/EXPENSES						
5033	OFFICE DEPOT -US COMMUNIT	193279793001	37360205 POLICE	09/24/2021	49.86	10/01/2021
5033	OFFICE DEPOT -US COMMUNIT	203954694001	37360205 POLICE	10/21/2021	239.87	10/22/2021
Total 10-52100-310 SUPPLIES/EXPENSES:					289.73	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2830118	10586-10586-POLICE DEPT	10/14/2021	112.67	10/15/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 10/01/2021-10/31/2021

Page: 4
Oct 27, 2021 12:46PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-52100-334 JANITORIAL SUPPLIES:					112.67	
10-52100-335 SCHOOL EXPENSES						
511	WAUKESHA COUNT TECH. COL	0752970	TRAINING	09/30/2021	32.70	10/07/2021
Total 10-52100-335 SCHOOL EXPENSES:					32.70	
10-52200-377 2% FIRE DUES(NSFD)						
54	NORTH SHORE FIRE DEPARTM	2021 FIRE DUES	FIRE DUES	10/21/2021	41,217.72	10/22/2021
Total 10-52200-377 2% FIRE DUES(NSFD):					41,217.72	
10-53200-400 MATERIALS						
1800	MENARD'S - GERMANTOWN	12786	MAIL BOX PARTS	10/18/2021	149.95	10/22/2021
Total 10-53200-400 MATERIALS:					149.95	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	10/04/21	0702787382-00001	10/13/2021	188.73	10/15/2021
536	WE-ENERGIES	10/07/2021	0702787382-00013	10/14/2021	18.00	10/15/2021
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					206.73	
10-53300-405 STREET MATERIALS						
202	SCHMITZ READY MIX, INC.	9430284	SAND	10/04/2021	385.00	10/07/2021
458	SHERWIN INDUSTRIES, INC.	SC047586	ROADSAVER	09/28/2021	1,350.00	10/27/2021
458	SHERWIN INDUSTRIES, INC.	SC090953	ROADSAVER	09/30/2021	2,700.00	10/01/2021
458	SHERWIN INDUSTRIES, INC.	SS091049	RENTAL	10/21/2021	2,635.56	10/27/2021
671	AIRGAS	9118390773	GLOVES	10/18/2021	164.40	10/22/2021
1074	MATHESON TRI-GAS, INC	0024230586	PR100	10/04/2021	277.33	10/07/2021
1074	MATHESON TRI-GAS, INC	0024347103	PR100	10/21/2021	33.88	10/27/2021
1800	MENARD'S - GERMANTOWN	11928	BLASTING CRYSTAL	09/29/2021	535.33	10/01/2021
4888	CARLIN SALES	3010865-00	PAINT	10/18/2021	40.09	10/22/2021
Total 10-53300-405 STREET MATERIALS:					8,121.59	
10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS						
502	VILLAGE HARDWARE - VH	211759/1	UTILITY LIGHTER	09/28/2021	6.83	10/01/2021
Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:					6.83	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	10/07/2021	0702787382-00016	10/14/2021	15.71	10/15/2021
536	WE-ENERGIES	10/07/2021	0702787382-00005	10/14/2021	16.80	10/15/2021
536	WE-ENERGIES	10/07/2021	0702787382-00003	10/14/2021	18.10	10/15/2021
536	WE-ENERGIES	10/14/21	0702787382-00014	10/20/2021	16.25	10/22/2021
Total 10-53400-221 BUS STOP-ELECTRIC:					66.86	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000638-1996-5	MSW	10/07/2021	8,911.43	10/22/2021
Total 10-53630-370 LANDFILL FEES:					8,911.43	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0062676-2286-5	YARDWASTE	10/07/2021	1,099.05	10/22/2021
1298	WASTE MANAGEMENT OF WI-M	0062835-2286-7	YARDWASTE	10/26/2021	877.35	10/27/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 10/01/2021-10/31/2021

Page: 5
Oct 27, 2021 12:46PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-53642-400 MATERIALS:					1,976.40	
10-53700-300 MISCELLANEOUS EXPENSE						
327	MENARD'S - MILWAUKEE	39015	MISC	10/21/2021	106.44	10/27/2021
502	VILLAGE HARDWARE - VH	211677/1	HOSE	09/27/2021	14.39	10/01/2021
502	VILLAGE HARDWARE - VH	212014/1	MISC	10/04/2021	21.75	10/07/2021
778	GRAINGER, INC.	9077543008	CABINET	10/21/2021	742.88	10/27/2021
1766	CONFLUENCE GRAPHICS	74548	BUSINESS CARDS	10/01/2021	40.00	10/07/2021
1800	MENARD'S - GERMANTOWN	12786	MAIL BOX PARTS	10/18/2021	39.98	10/22/2021
2241	ITU ABSORB TECH, INC	7770231	SHOP	09/27/2021	11.71	10/01/2021
2241	ITU ABSORB TECH, INC	7774454	SHOP	09/27/2021	11.71	10/01/2021
2241	ITU ABSORB TECH, INC	7778553	SHOP	10/04/2021	11.71	10/07/2021
2241	ITU ABSORB TECH, INC	7782837	SHOP	10/21/2021	11.71	10/27/2021
2241	ITU ABSORB TECH, INC	7787048	SHOP	10/21/2021	11.71	10/27/2021
2241	ITU ABSORB TECH, INC	7791239	SHOP	10/21/2021	11.71	10/27/2021
2241	ITU ABSORB TECH, INC	A000074603	SOAP/IND CLEANER	10/04/2021	183.42	10/07/2021
Total 10-53700-300 MISCELLANEOUS EXPENSE:					1,219.12	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	851149	GLOVES	09/27/2021	37.95	10/01/2021
43	AUTO PARTS & SERVICE	851149	MISC	09/27/2021	9.12	10/01/2021
43	AUTO PARTS & SERVICE	852244	BATTERY	10/21/2021	137.90	10/27/2021
327	MENARD'S - MILWAUKEE	38168	MISC	09/27/2021	30.96	10/01/2021
502	VILLAGE HARDWARE - VH	11122/3	MISC	09/27/2021	7.44	10/01/2021
631	FACTORY MOTOR PARTS	160-116598	MISC	10/21/2021	19.60	10/27/2021
931	RAYS TOWING INC	130111	HEAVY DUTY TOWING	10/04/2021	500.00	10/07/2021
1405	JX PETERBUILT- WAUKESHA	12159855P	PARTS	10/04/2021	690.63	10/07/2021
1405	JX PETERBUILT- WAUKESHA	12159888P	PARTS	10/04/2021	165.19	10/07/2021
1405	JX PETERBUILT- WAUKESHA	12160061P	PARTS	10/04/2021	2.68	10/07/2021
1629	CASPER'S TRUCK EQUIPMENT	0050584-IN	PARTS	10/21/2021	981.87	10/27/2021
2609	GRAY'S INC.	37113	PARTS	09/27/2021	2,139.00	10/01/2021
3259	HYQUIP, LLC- WAUKESHA	00455975CREDIT	CREDIT	10/04/2021	10.00	10/07/2021
3259	HYQUIP, LLC- WAUKESHA	00469936	HOSE ASSEMB	10/04/2021	452.52	10/07/2021
102169	TRUCK COUNTRY OF WISCON	R207018949:01	PUMP	10/21/2021	6,993.82	10/27/2021
102169	TRUCK COUNTRY OF WISCON	X207041867:01	TURBO CHARGER	10/04/2021	1,717.16	10/07/2021
Total 10-53700-341 REPAIR PARTS:					13,875.84	
10-53700-342 TIRES						
615	PERFECT CIRCLE TIRE LLC	88196	DISMOUNT/LOADER	10/21/2021	250.98	10/27/2021
Total 10-53700-342 TIRES:					250.98	
10-53700-343 FUEL						
43	AUTO PARTS & SERVICE	851149	DEF	09/27/2021	62.94	10/01/2021
43	AUTO PARTS & SERVICE	852476	DEF	10/21/2021	38.68	10/27/2021
1337	HERBST OIL, INC	3429	KOLOR KUT WATER PASTE	10/21/2021	18.99	10/27/2021
1337	HERBST OIL, INC	78284	FUEL	09/27/2021	2,188.80	10/01/2021
1337	HERBST OIL, INC	78285	FUEL	09/27/2021	915.21	10/01/2021
1337	HERBST OIL, INC	78601	FUEL	10/04/2021	1,696.32	10/07/2021
1337	HERBST OIL, INC	78602	FUEL	10/04/2021	1,370.52	10/07/2021
1337	HERBST OIL, INC	78603	FUEL	10/21/2021	1,426.50	10/27/2021
1337	HERBST OIL, INC	78604	FUEL	10/21/2021	1,622.35	10/27/2021
Total 10-53700-343 FUEL:					9,340.31	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 10/01/2021-10/31/2021

Page: 6
Oct 27, 2021 12:46PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-53700-344 OIL						
43	AUTO PARTS & SERVICE	851149	BRAKE FLUID	09/27/2021	5.99	10/01/2021
Total 10-53700-344 OIL:					5.99	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	09/22/2021	0702787382-00002	09/28/2021	25.94	10/01/2021
Total 10-53800-220 GAS UTILITIES:					25.94	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	09/22/2021	0702787382-00002	09/28/2021	1,352.01	10/01/2021
Total 10-53800-221 ELECTRIC UTILITIES:					1,352.01	
10-53800-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	246356769	ACCOUNT #87619173	10/13/2021	.45	10/15/2021
5312	AT & T- VILLAGE	09/22/2021	414 351-8900 758 7	10/05/2021	55.57	10/07/2021
Total 10-53800-222 TELEPHONE UTILITIES:					56.02	
10-53800-300 MISCELLANEOUS EXPENSE						
1074	MATHESON TRI-GAS, INC	51865297	ACETYLENE	10/21/2021	42.24	10/27/2021
2241	ITU ABSORB TECH, INC	7770233	DPW	09/27/2021	27.23	10/01/2021
2241	ITU ABSORB TECH, INC	7774456	TOWELS/MATS	09/27/2021	213.31	10/01/2021
2241	ITU ABSORB TECH, INC	7778555	DPW	10/04/2021	27.23	10/07/2021
2241	ITU ABSORB TECH, INC	7782839	DPW	10/21/2021	27.23	10/27/2021
2241	ITU ABSORB TECH, INC	7787050	DPW	10/21/2021	27.23	10/27/2021
2241	ITU ABSORB TECH, INC	7791241	TOWELS/ROLL/BAR	10/21/2021	213.31	10/27/2021
Total 10-53800-300 MISCELLANEOUS EXPENSE:					577.78	
10-53800-333 SAFETY PROGRAM						
776	GRAINGER, INC.	9065487309	SAFETY	10/05/2021	413.98	10/07/2021
3240	FEHR GRAHAM ENGINEERING	103187	TECHNICAL SERVICES	10/20/2021	1,730.00	10/22/2021
5691	CINTAS CORPORATION	5078438564	FIRST AID CABINET	10/04/2021	58.70	10/07/2021
Total 10-53800-333 SAFETY PROGRAM:					2,202.68	
10-54100-214 HUMANE SOCIETY/MADACC						
619	MADACC	2038	DEBT SERVICE	10/14/2021	3,435.90	10/15/2021
619	MADACC	2038	CAPITAL PROJECTS	10/14/2021	12.90	10/15/2021
619	MADACC	2038	4TH QTR OPERATING	10/14/2021	983.55	10/15/2021
Total 10-54100-214 HUMANE SOCIETY/MADACC:					4,432.35	
10-54100-215 CONTRACT - HEALTH						
2091	NORTH SHORE HEALTH DEPT	21-001054	4TH QTR	10/14/2021	10,168.25	10/15/2021
Total 10-54100-215 CONTRACT - HEALTH:					10,168.25	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	1-2021	LX CLUB FEES	10/21/2021	55.24	10/22/2021
Total 10-55400-430 LX CLUB MATERIALS:					55.24	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	10/07/2021	0702787382-00011	10/14/2021	27.01	10/15/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 10/01/2021-10/31/2021

Page: 7
Oct 27, 2021 12:46PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-55440-220 GAS UTILITIES:					27.01	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	10/07/2021	0702787382-00010	10/14/2021	103.70	10/15/2021
Total 10-55440-221 ELECTRIC UTILITIES:					103.70	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	90844	FORESTY REQUESTS	09/30/2021	5,070.00	10/07/2021
Total 10-56100-125 FORESTRY CONSULTANT:					5,070.00	
10-56100-465 TREE MAINTENANCE						
846	MIDWEST ARBORIST SUPPLIES	65695	GUARDIAN	09/28/2021	99.90	10/01/2021
Total 10-56100-465 TREE MAINTENANCE:					99.90	
21-46410 SEWER REVENUE						
754	ORZAL, CHRISTOPHER OR CO	10/1/2021	OVERPAYMENT WATER	10/04/2021	571.85	10/05/2021
1290	LAVEN, BRETT	129-0141	WATERBILL REFUND	10/14/2021	168.66	10/15/2021
Total 21-46410 SEWER REVENUE:					740.61	
21-71000-400 MATERIALS						
933	JJS TECHNICAL SERVICES	45847	MULTI GAS DETECTOR	10/05/2021	422.50	10/07/2021
1043	THE WANASEK CORP	12278	CLEANOUT	10/04/2021	1,171.13	10/07/2021
2260	PORT A JOHN	13333818-IN	PORT A JOHN	10/01/2021	106.00	10/07/2021
Total 21-71000-400 MATERIALS:					1,699.63	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	10/07/2021	0702787382-00004	10/14/2021	10.70	10/15/2021
Total 21-72000-220 GAS UTILITIES:					10.70	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	10/07/2021	0702787382-00007	10/14/2021	21.49	10/15/2021
536	WE-ENERGIES	10/07/2021	0702787382-00004	10/14/2021	65.19	10/15/2021
Total 21-72000-221 ELECTRIC UTILITIES:					86.68	
21-72000-400 MATERIALS						
482	CATTRON NORTH AMERICA	501V00176972	BATTERY	09/27/2021	101.51	10/01/2021
863	ENERGENECS, INC.	0042767-IN	REPAIR	10/21/2021	425.00	10/27/2021
Total 21-72000-400 MATERIALS:					526.51	
21-73000-310 SUPPLIES/EXPENSES						
5873	LITHO SPECIALISTS	ls31656	WATER BILLS	10/14/2021	131.67	10/15/2021
Total 21-73000-310 SUPPLIES/EXPENSES:					131.67	
21-73000-400 MATERIALS						
5033	OFFICE DEPOT -US COMMUNIT	195717513001	37360205-WATER	10/04/2021	34.47	10/07/2021
Total 21-73000-400 MATERIALS:					34.47	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 10/01/2021-10/31/2021

Page: 8
Oct 27, 2021 12:46PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
21-91000-575 PRIVATE LATERAL PROGRAM (MMSD)						
256	KAPUR & ASSOCIATES, INC.	108899	PPII PROGRAM	08/03/2021	3,405.50	10/01/2021
Total 21-91000-575 PRIVATE LATERAL PROGRAM (MMSD):					3,405.50	
22-48280 RECYCLING FEE						
754	ORZAL, CHRISTOPHER OR CO	10/1/2021	OVERPAYMENT WATER	10/04/2021	156.39	10/05/2021
1290	LAVEN, BRETT	129-0141	WATERBILL REFUND	10/14/2021	29.76	10/15/2021
Total 22-48280 RECYCLING FEE:					186.15	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6688810-2275-4	MONTHLY RECYCLING	10/13/2021	22,163.00	10/22/2021
1299	WASTE MANAGEMENT OF WI-M	6688810-2275-4	CREDIT	10/13/2021	500.00-	10/22/2021
Total 22-53650-210 CONTRACT SERVICES:					21,663.00	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	10/07/2021	0702787382-00012	10/14/2021	9.90	10/15/2021
Total 23-55420-220 GAS UTILITIES:					9.90	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	10/07/2021	0702787382-00012	10/14/2021	3,369.05	10/15/2021
Total 23-55420-221 ELECTRIC UTILITIES:					3,369.05	
23-55420-400 MATERIALS						
1345	AT & T U-VERSE	09/27/2021	313652188 POOL	10/13/2021	64.20	10/15/2021
Total 23-55420-400 MATERIALS:					64.20	
24-44470 PLUMBING PERMIT						
875	GREENFIELD PLUMBIN	1.056493	REFUND 8317 POPLAR	09/27/2021	60.00	10/01/2021
Total 24-44470 PLUMBING PERMIT:					60.00	
24-52400-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	6165	VLG ATTORNEY	10/21/2021	99.50	10/22/2021
2647	KWK ELECTRIC INC	12036	INSPECTION	10/20/2021	80.00	10/22/2021
Total 24-52400-210 CONTRACT SERVICES:					179.50	
25-46410 STORMWATER USER REVENUE						
754	ORZAL, CHRISTOPHER OR CO	10/1/2021	OVERPAYMENT WATER	10/04/2021	321.63	10/05/2021
1290	LAVEN, BRETT	129-0141	WATERBILL REFUND	10/14/2021	62.13	10/15/2021
Total 25-46410 STORMWATER USER REVENUE:					383.76	
25-52400-401 DRY WEATHER MONITORING						
378	NORTH SHORE WATER COMMI	SW10012021-FPT	ANALYSIS	10/04/2021	102.00	10/07/2021
Total 25-52400-401 DRY WEATHER MONITORING:					102.00	
25-53420-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	R81382	RENTAL	10/01/2021	197.29	10/07/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 10/01/2021-10/31/2021

Page: 9
Oct 27, 2021 12:46PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 25-53420-400 MATERIALS:					197.29	
25-53420-415 MAINTENANCE						
2844	SWEEP-ALL LLC	28409	BEACH HILL/DPW/ VLG HALL	09/28/2021	319.50	10/01/2021
Total 25-53420-415 MAINTENANCE:					319.50	
25-53660-400 MATERIALS						
280	LIESENER SOILS INC.	0197975	SOIL	10/05/2021	680.00	10/07/2021
Total 25-53660-400 MATERIALS:					680.00	
25-55410-310 SUPPLIES/EXPENSES						
5873	LITHO SPECIALISTS	Is31656	WATER BILLS	10/14/2021	131.67	10/15/2021
Total 25-55410-310 SUPPLIES/EXPENSES:					131.67	
25-91500-800 WPDES COMPLIANCE PROGRAM						
221	PROPET DISTRIBUTORS INC.	136517	DOG BAGS	10/18/2021	517.30	10/22/2021
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					517.30	
30-58100-610 PRINCIPAL						
61	BAYSIDE, VILLAGE OF	4729	DEBT SERVICE	10/14/2021	155,000.00	10/15/2021
Total 30-58100-610 PRINCIPAL:					155,000.00	
30-58100-620 INTEREST						
61	BAYSIDE, VILLAGE OF	4729	DEBT SERVICE	10/14/2021	2,352.50	10/15/2021
Total 30-58100-620 INTEREST:					2,352.50	
40-91600-800 STORMWATER ROAD PROJECT						
2824	MAREK LANDSCAPING	4988	UTILITY RECONSTRUCTION	09/21/2021	4,532.70	10/01/2021
5986	WSO GRADING & EXCAVATING	1	BARNETT RAVINE	09/23/2021	209,431.12	10/01/2021
Total 40-91600-800 STORMWATER ROAD PROJECT:					213,963.82	
40-91600-830 SIGN REPLACEMENT						
1800	MENARD'S - GERMANTOWN	12786	MAIL BOX PARTS	10/18/2021	9.83	10/22/2021
Total 40-91600-830 SIGN REPLACEMENT:					9.83	
40-91600-833 TREE REPLACEMENT						
69	WALLACE TREE & LANDSCAPE	230	TREE REMOVAL	09/29/2021	3,099.12	10/07/2021
Total 40-91600-833 TREE REPLACEMENT:					3,099.12	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	66	MONTHLY	10/01/2021	20,946.20	10/07/2021
Total 50-81000-601 SOURCE OF WATER SUPPLY:					20,946.20	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	811	MONTHLY	10/14/2021	7,420.00	10/15/2021

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 10/01/2021-10/31/2021

Page: 10
Oct 27, 2021 12:46PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					7,420.00	
50-81000-641 OPERATIONS SUPPLY AND EXPENSE						
1304	MIDAMERICAN TECHNOLOGY, I	15452	REPAIR	10/01/2021	325.00	10/22/2021
Total 50-81000-641 OPERATIONS SUPPLY AND EXPENSE:					325.00	
50-81000-651 MAINTENANCE OF MAINS						
357	MUNSON INC.	0083467	ASPHALT PATCHING	10/13/2021	1,950.00	10/22/2021
474	CORE & MAIN LP	P553368	PARTS	09/21/2021	526.40	10/07/2021
502	VILLAGE HARDWARE - VH	211656/1	WATER	09/20/2021	23.39	10/01/2021
933	JJS TECHNICAL SERVICES	45847	MULTI GAS DETECTOR	10/05/2021	422.50	10/07/2021
2241	ITU ABSORB TECH, INC	7770232	WATER DEPT	09/27/2021	8.47	10/01/2021
2241	ITU ABSORB TECH, INC	7774455	WATER	09/27/2021	45.67	10/01/2021
2241	ITU ABSORB TECH, INC	7778554	WATER DEPT	10/04/2021	8.47	10/07/2021
2241	ITU ABSORB TECH, INC	7782838	WATER DEPT	10/21/2021	8.47	10/27/2021
2241	ITU ABSORB TECH, INC	7787049	WATER DEPT	10/21/2021	8.47	10/27/2021
2241	ITU ABSORB TECH, INC	7791240	WATER	10/21/2021	45.67	10/27/2021
Total 50-81000-651 MAINTENANCE OF MAINS:					3,047.51	
50-81000-653 MAINTENANCE OF METERS						
502	VILLAGE HARDWARE - VH	211300/1	WATER DEPT	09/07/2021	3.58	10/01/2021
5021	BUDIAC PLUMBING, INC.	38432	REPAIR	09/26/2021	455.00	10/01/2021
Total 50-81000-653 MAINTENANCE OF METERS:					458.58	
50-81000-654 MAINTENANCE OF HYDRANTS						
1774	ASSURED FLOW SALES	15137	LUBRICANT	10/05/2021	168.37	10/22/2021
101806	USA BLUEBOOK	716655	PARTS	09/02/2021	89.85	10/01/2021
Total 50-81000-654 MAINTENANCE OF HYDRANTS:					258.22	
50-81000-800 CAPITAL OUTLAY						
5305	EWALD AUTOMOTIVE GROUP	38974	SFPAP	10/21/2021	30,485.00	10/27/2021
5312	AT & T- VILLAGE	AMER25202105500	ANER-25-202105-50-0028-KMB	10/01/2021	1,190.98	10/07/2021
Total 50-81000-800 CAPITAL OUTLAY:					31,675.98	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	10/13/21 FILTER	FILTER UPGRADE	10/14/2021	330.17	10/15/2021
378	NORTH SHORE WATER COMMI	10/13/21 IT	IT IMPROVEMENTS	10/14/2021	1,171.27	10/15/2021
378	NORTH SHORE WATER COMMI	10/13/21 VIDEO	VIDEO SURVEILLANCE	10/14/2021	85.69	10/15/2021
Total 50-81000-844 NSWC CAPITAL PROJECTS:					1,587.13	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80083160	SERVICE UNIT	09/29/2021	150.28	10/07/2021
Total 50-81000-903 SUPPLIES AND EXPENSE:					150.28	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
5033	OFFICE DEPOT -US COMMUNIT	195717513001	37360205-WATER	10/04/2021	34.47	10/07/2021
5873	LITHO SPECIALISTS	ls31656	WATER BILLS	10/14/2021	131.66	10/15/2021
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					166.13	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 10/01/2021-10/31/2021

Page: 11
Oct 27, 2021 12:46PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
50-81000-928 REGULATORY COMMISSION EXPENSE						
175	PUBLIC SERVICE COMM. OF WI	RA22-I-02090	ADVANCED ASSESSMENT	09/30/2021	1,764.39	10/07/2021
Total 50-81000-928 REGULATORY COMMISSION EXPENSE:					1,764.39	
50-81000-930 MISC GENERAL EXPENSE						
102164	WI DNR	BEASLEY	BEASLEY OPERATOR LICENSE	10/06/2021	95.00	10/07/2021
Total 50-81000-930 MISC GENERAL EXPENSE:					95.00	
50-84610 METERED SALES - RESIDENTIAL						
754	ORZAL, CHRISTOPHER OR CO	10/1/2021	OVERPAYMENT WATER	10/04/2021	455.50	10/05/2021
1290	LAVEN, BRETT	129-0141	WATERBILL REFUND	10/14/2021	172.33	10/15/2021
Total 50-84610 METERED SALES - RESIDENTIAL:					627.83	
Grand Totals:					714,846.49	

Date Approved: _____

Village Manager: _____

Village Board: _____

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. _____

FINAL RESOLUTION TO LEVY SPECIAL ASSESSMENTS
UNDER MUNICIPAL POLICE POWER PURSUANT TO
SECTION 66.0703, STATS.

WHEREAS, on or about _____, 20____, the Village Board of the Village of Fox Point adopted a preliminary resolution declaring its intent to levy special assessments with regard to the public work and improvements and Assessment District described herein; and

WHEREAS, the public work and improvements at issue are described as follows:

Certain replacement of sanitary sewer riser pipes to properties located in the Village of Fox Point. 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 replacement of the sanitary sewer riser pipes will be assessed.

WHEREAS, 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:

1. 101 East Bradley Road
2. 1601 East Dean Road
3. 1604 East Dean Road
4. 7908 North Boyd Way
5. 7909 North Boyd Way
6. 1112 East Goodrich Lane
7. 8273 North Gray Log Lane
8. 7242 North Longacre Road

9. 7025 North Fairchild Circle

10. 7860 North Fairchild Road

11. 7861 North Fairchild Road

12. 215 East Cherokee Circle

WHEREAS, the Village Board of the Village of Fox Point finds that the assessments described in the report of the Village Director of Public Works to be just and reasonable and the amount of the assessments does not exceed the benefits to the property owners in the Assessment District; and

WHEREAS, property owners within the Assessment District have waived special assessment notices and hearings in this matter, pursuant to written waivers that have been received by the Village of Fox Point Village Clerk or have been given proper notice of the hearings for the work subject to special assessment; and

NOW, THEREFORE, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, DO HEREBY RESOLVE as follows:

SECTION 1: FINAL ASSESSMENTS.

1. The report of the Village Director of Public Works, a copy of which is on file in the office of the Village Clerk and incorporated by reference herein as if fully set forth herein, is adopted and approved.
2. The Village Director of Public Works, if not previously done, shall advertise for bids and supervise construction of the improvements in accordance with the report hereby adopted.
3. Payment for the improvements shall be made in part by assessing the properties benefitted as indicated in the Village Engineer's report, within the Assessment District described herein.
4. Assessments shown on the Village Engineer's report represent an exercise of the Village police power and have been determined on a reasonable basis and are hereby confirmed in the amounts shown in the report.
5. The assessments shall be paid in cash. All assessments which are not paid by _____ in the year in which they come due shall be extended upon the tax roll as a special assessment and collected in the same manner as real estate taxes.

6. If a tax certificate is issued under Wisconsin Statutes Section 74.57 for property that is subject to an installment payment obligation, the Village Board may provide that the amounts of any such unpaid special assessment are due on the date that the tax certificate is issued and are payable as are other delinquent special assessments for any money received under Wisconsin Statutes Sections 75.05 or 75.36.
7. The Village Clerk shall publish this resolution as a Class 1 notice under Chapter 985, Wisconsin Statutes, and mail a copy of this resolution and a statement of the final assessment against the benefitted property together with notice of installment payment privileges to the owners of every property that appears in the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

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 and posting or publication as provided by law.

Dated this _____ day of _____, 20____.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk

Published and/or posted this _____ day of _____, 20____.

**ENGINEER'S REPORT OF SPECIAL ASSESSMENTS
UNDER SEC. 66.0703(5), STATS.
2021 SANITARY SEWER LATERAL AND RISER
REHABILITATION PROJECT
OCTOBER 29, 2021**

1.0 Introduction

This report addresses the requirements of Sec. 66.0703(5), Stats. related to the special assessments to be levied against certain property owners in in an assessment area including portions of East Bradley Road, East Dean Road, North Boyd Way, East Goodrich Lane, North Gray Log Lane, North Longacre Road, North Fairchild Circle, North Fairchild Road and East Cherokee Circle in the Village of Fox Point and which are specifically identified in Section 4.0 and the accompanying table. This report includes the following:

1. Plans and specifications for the proposed improvements.
2. The final cost of the proposed improvements.
3. A schedule of the proposed assessments.
4. A statement that the property against which the assessments are proposed is benefited.

2.0 Plans and Specifications for the Proposed Improvements

One set of plans and specifications and associated addenda and amendments were prepared for the proposed improvements. The title of the document is as follows:

1. Project Manual for the Sanitary Sewer Lateral/Riser Rehabilitation (Open Cut Excavation) for the Village of Fox Point, Wisconsin, by Kapur & Associates, Inc., dated June 2021.

This document is available for review at the office of the Director of Public Works.

3.0 An Estimate of the Entire Cost of the Proposed Improvements

The total awarded contract price for the work was \$269,125 plus the cost of three alternate bids in the amount of \$19,172, \$55,000 and \$37,200, respectively. The total construction cost of the work is \$148,204. Under Resolution Numbers 2011-13, 2012-18 and 2013-18, property owners eligible for the private property lateral rehabilitation program are required to pay a portion of the costs of the work while the remainder is paid under the Milwaukee Metropolitan Sewerage District's (MMSD) lateral rehab program. The policy for the Village of Fox Point is that property

owners are responsible for 50 percent of the cost of the rehabilitation with a maximum reimbursement of \$5,000.

4.0 An Estimate of the Proposed Final Assessments

The work for this project included excavating to various depths to expose the damaged riser pipes and/or laterals, replacing sections of the riser pipe and laterals, connection of new lateral sections to the riser pipe, completion of the asphalt patch, and landscape restoration of the disturbed areas. Each property owner had the option of paying for their share of the cost in one lump-sum payment or could be specially assessed for the work. Property owners are being specially assessed and provided the Village with a grant of easement and waiver of potential condemnation rights in consideration of the following:

1. The amount assessed complied with Resolution Numbers 2011-13, 2012-18 and 2013-18 such that MMSD paid only 50 percent of the cost up to \$5,000 and the remaining balance was the responsibility of the property owners.
2. Property owners being specially assessed agreed to pay the special assessment over a 3-year period.
3. The interest rate for the special assessment is to be set by the Village Board and has typically been set at three percent (3%) per annum.

The final costs of the proposed assessments are summarized in Table 4-1 on the following page.

5.0 Statement that the Property Against Which the Assessments are Proposed is Benefited

This project benefits the aforementioned property owners in that each of the riser pipes and/or laterals have been improved through replacement of the respective pipe sections, thereby eliminating the risk of failure and reducing the amount of clear water entering the sanitary sewer system. This work is beneficial to the property owners in that each will be assessed a fraction of the cost that might otherwise be incurred should they be required to undertake repair or replacement individually. Further, the repair will prevent ongoing infiltration of clear water into the broken private riser and laterals, which clear water would otherwise discharge into the public sanitary sewer system and cause the property owners to violate Section 260.25 of the Village Code and other applicable laws and ordinances.

Prepared by:

Scott Brandmeier

Title:

Director of Public Works

Dated:

October 29, 2021

**Table 4-1
Final Assessments**

MMSD Private Property Infiltration and Inflow Reduction Program – Special Assessment					
Address	Property Owners (Refer to the notes below)		Total Project Cost (Refer to the notes below)	MMSD Cost Share (50% up to \$5,000)	Special Assessment
7025 North Fairchild Circle	Maureen Luddy		\$19,174	\$5,000	\$14,174
101 East Bradley Road	Hanover Family Trust	Andrew and Molly Elmer	\$15,074	\$5,000	\$10,074
8273 North Gray Log Lane	Harland Cook	Margaret Cook	\$19,974	\$5,000	\$14,974
7908 North Boyd Way	Rebecca Neumann	Kristina Kreitlow	\$10,127	\$5,000	\$5,127
7909 North Boyd Way	John German	Heidi German	\$10,689	\$5,000	\$5,689
1604 East Dean Road	Craig Siverhus	Hope Siverhus	\$12,022	\$5,000	\$7,022
1601 East Dean Road	James Neubauer	Elizabeth Neubauer	\$10,554	\$5,000	\$5,554
7860 North Fairchild Road	Tammara Lovett		\$9,675	\$4,837.50	\$4,837.50
7861 North Fairchild Road	Philip Schultz	Melissa Mooney	\$11,572	\$5,000	\$6,572
215 West Cherokee Circle	Rasti Farhad	Barbara Farhad	\$10,542	\$5,000	\$5,542
1112 East Goodrich Lane	Florence Darien		\$10,271	\$5,000	\$5,271
7242 North Longacre Road	Kevin Peterson	Karin Peterson	\$8,530	\$4,265	\$4,265
Totals			\$148,204	\$59,103	\$90,102

NOTES:

1. The names shown herein are for informational purposes only. The assessment is against the property.
2. The total project cost is \$148,204 of which \$59,103 will be reimbursed by MMSD and the remaining portion is specially assessed to the property based on the actual work performed and totals \$90,102.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. _____

FINAL RESOLUTION TO LEVY SPECIAL ASSESSMENTS
UNDER MUNICIPAL POLICE POWER PURSUANT TO
SECTION 66.0703, STATS.

WHEREAS, on or about _____, 20____, the Village Board of the Village of Fox Point adopted a preliminary resolution declaring its intent to levy special assessments with regard to the public work and improvements and Assessment District described herein; and

WHEREAS, the public work and improvements at issue are described as follows:

Certain paving of portions of a private road. This work arose in conjunction with certain utility work conducted by the Village of Fox Point, but the cost of the utility work was not assessed, only costs attributable to the private road work will be assessed.

WHEREAS, 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:

1. 1447 East Goodrich Lane
2. 1449 East Goodrich Lane
3. 1450 East Goodrich Lane
4. 1451 East Goodrich Lane

WHEREAS, the Village Board of the Village of Fox Point finds that the assessments described in the report of the Village Director of Public Works to be just and reasonable and the amount of the assessments does not exceed the benefits to the property owners in the Assessment District; and

WHEREAS, property owners within the Assessment District have waived special assessment notices and hearings in this matter, pursuant to written waivers that have been received by the Village of Fox Point Village Clerk or have been given proper notice of the hearings for the work subject to special assessment; and

NOW, THEREFORE, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, DO HEREBY RESOLVE as follows:

SECTION 1: FINAL ASSESSMENTS.

1. The report of the Village Director of Public Works, a copy of which is on file in the office of the Village Clerk and incorporated by reference herein as if fully set forth herein, is adopted and approved.
2. The Village Director of Public Works, if not previously done, shall advertise for bids and supervise construction of the improvements in accordance with the report hereby adopted.
3. Payment for the improvements shall be made in part by assessing the properties benefitted as indicated in the Village Engineer's report, within the Assessment District described herein.
4. Assessments shown on the Village Engineer's report represent an exercise of the Village police power and have been determined on a reasonable basis and are hereby confirmed in the amounts shown in the report.
5. The assessments shall be paid in cash. All assessments which are not paid by _____ in the year in which they come due shall be extended upon the tax roll as a special assessment and collected in the same manner as real estate taxes.
6. If a tax certificate is issued under Wisconsin Statutes Section 74.57 for property that is subject to an installment payment obligation, the Village Board may provide that the amounts of any such unpaid special assessment are due on the date that the tax certificate is issued and are payable as are other delinquent special assessments for any money received under Wisconsin Statutes Sections 75.05 or 75.36.
7. The Village Clerk shall publish this resolution as a Class 1 notice under Chapter 985, Wisconsin Statutes, and mail a copy of this resolution and a statement of the final assessment against the benefitted property together with notice of installment payment privileges to the owners of every property that appears in the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

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 and posting or publication as provided by law.

Dated this ____ day of _____, 20__.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk

Published and/or posted this ____ day of _____, 20__.

**ENGINEER'S REPORT OF SPECIAL ASSESSMENTS
UNDER SEC. 66.0703(5), STATS.
2021 ROAD AND UTILITY PROJECT
PRIVATE ROAD PAVING ON GOODRICH LANE
OCTOBER 29, 2021**

1.0 Introduction

This report addresses the requirements of Sec. 66.0703(5), Stats. related to the special assessments to be levied against certain property owners in an assessment area on East Goodrich Lane, more specifically the owners at 1447, 1449, 1450 and 1451 East Goodrich Lane in the Village of Fox Point and which are specifically identified in Section 4.0 and the accompanying table. This report includes the following:

1. Plans and specifications for the proposed improvements.
2. The final cost of the proposed improvements.
3. A schedule of the proposed assessments.
4. A statement that the property against which the assessments are proposed is benefited.

2.0 Plans and Specifications for the Proposed Improvements

One set of plans and specifications and associated addenda and amendments were prepared for the proposed improvements. The title of the document is as follows:

1. Project Manual for the 2021 Road and Utility Reconstruction Project: Regent Road, Santa Monica Blvd., Acacia Road and Goodrich Private Road for the Village of Fox Point, Wisconsin, by Kapur & Associates, Inc., dated February 2021.

This document is available for review at the office of the Director of Public Works.

3.0 An Estimate of the Entire Cost of the Proposed Improvements

The total construction cost of the work is \$13,292.40. Each property owner has agreed to share the cost equally for a cost of the work to each owner of \$3,323.10.

4.0 An Estimate of the Proposed Final Assessments

The work for this project included milling the existing road, compacting the road section and determining whether there were any unsuitable areas, and paving the road. Each property

owner has the option of paying for their share of the cost in one lump-sum payment or be specially assessed for the work. Property owners are being specially assessed and provided the Village with a grant of easement and waiver of potential condemnation rights in consideration of the following:

1. Property owners being specially assessed agreed to pay the special assessment over a 3-year period.
2. The interest rate for the special assessment is to be set by the Village Board and has typically been set at three percent (3%) per annum.

The final costs of the proposed assessments are summarized in Table 4-1 on the following page.

5.0 Statement that the Property Against Which the Assessments are Proposed is Benefited

This project benefits the aforementioned property owners in that the road is a private road and solely benefits each of the four property owners. This work is beneficial to the property owners in that the cost to perform the work privately likely would be higher than agreeing to be assessed as part of the Village's road and utility project work.

Prepared by:



Scott Brandmeier

Title:

Director of Public Works

Dated:

October 29, 2021

**Table 4-1
Final Assessments**

Goodrich Lane Private Road Paving					
Address	Property Owners (Refer to the notes below)		Total Project Cost (Refer to the notes below)	Property Owner Cost Share (1/4 of the Total Cost)	Special Assessment
			\$13,292.40		
1447 East Goodrich Lane	Robert Kuesel	Kristin Kuesel		\$3,323.10	\$3,323.10
1449 East Goodrich Lane	Suzanne Johnson			\$3,323.10	\$3,323.10
1450 East Goodrich Lane	Ellin Levy			\$3,323.10	\$3,323.10
1451 East Goodrich Lane	Douglas Levy	Patricia Levy		\$3,323.10	\$3,323.10
Totals			\$13,292.40	\$13,292.40	\$13,292.40

NOTES:

1. The names shown herein are for informational purposes only. The assessment is against the property.
2. The total project cost for paving the private road is \$13,292.40 of which the entire amount will be specially assessed to the property based on the actual work performed.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. _____

FINAL RESOLUTION TO LEVY SPECIAL ASSESSMENTS
UNDER MUNICIPAL POLICE POWER PURSUANT TO
SECTION 66.0703, STATS.

WHEREAS, on or about _____, 20____, the Village Board of the Village of Fox Point adopted a preliminary resolution declaring its intent to levy special assessments with regard to the public work and improvements and Assessment District described herein; and

WHEREAS, the public work and improvements at issue are described as follows:

Certain replacement of lead water lateral lines which serve properties in the Village of Fox Point. This work arose in conjunction with certain utility work conducted by the Village of Fox Point, but the cost of the utility work will not be assessed, only the costs attributable to the lead water lateral lines will be assessed.

WHEREAS, 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:

1. 6427 North Santa Monica Boulevard
2. 6429 North Santa Monica Boulevard
3. 6435 North Santa Monica Boulevard
4. 6445 North Santa Monica Boulevard
5. 8330 North Regent Road

WHEREAS, the Village Board of the Village of Fox Point finds that the assessments described in the report of the Village Director of Public Works to be just and reasonable and the amount of the assessments does not exceed the benefits to the property owners in the Assessment District; and

WHEREAS, property owners within the Assessment District have waived special assessment notices and hearings in this matter, pursuant to written waivers that have

been received by the Village of Fox Point Village Clerk or have been given proper notice of the hearings for the work subject to special assessment; and

NOW, THEREFORE, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, DO HEREBY RESOLVE as follows:

SECTION 1: FINAL ASSESSMENTS.

1. The report of the Village Director of Public Works, a copy of which is on file in the office of the Village Clerk and incorporated by reference herein as if fully set forth herein, is adopted and approved.
2. The Village Director of Public Works, if not previously done, shall advertise for bids and supervise construction of the improvements in accordance with the report hereby adopted.
3. Payment for the improvements shall be made in part by assessing the properties benefitted as indicated in the Village Engineer's report, within the Assessment District described herein.
4. Assessments shown on the Village Engineer's report represent an exercise of the Village police power and have been determined on a reasonable basis and are hereby confirmed in the amounts shown in the report.
5. The assessments shall be paid in cash. All assessments which are not paid by _____ in the year in which they come due shall be extended upon the tax roll as a special assessment and collected in the same manner as real estate taxes.
6. If a tax certificate is issued under Wisconsin Statutes Section 74.57 for property that is subject to an installment payment obligation, the Village Board may provide that the amounts of any such unpaid special assessment are due on the date that the tax certificate is issued and are payable as are other delinquent special assessments for any money received under Wisconsin Statutes Sections 75.05 or 75.36.
7. The Village Clerk shall publish this resolution as a Class 1 notice under Chapter 985, Wisconsin Statutes, and mail a copy of this resolution and a statement of the final assessment against the benefitted property together with notice of installment payment privileges to the owners of every property that appears in the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

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 and posting or publication as provided by law.

Dated this ____ day of _____, 20__.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk

Published and/or posted this ____ day of _____, 20__.

**ENGINEER'S REPORT OF SPECIAL ASSESSMENTS
UNDER SEC. 66.0703(5), STATS.
2021 ROAD AND UTILITY PROJECT
PRIVATE LEAD LATERAL REPLACEMENT PROJECT
OCTOBER 29, 2021**

1.0 Introduction

This report addresses the requirements of Sec. 66.0703(5), Stats. related to the special assessments to be levied against certain property owners in an assessment area on North Santa Monica Boulevard and North Regent Road in the Village of Fox Point and which are specifically identified in Section 4.0 and the accompanying table. This report includes the following:

1. Plans and specifications for the proposed improvements.
2. The final cost of the proposed improvements.
3. A schedule of the proposed assessments.
4. A statement that the property against which the assessments are proposed is benefited.

2.0 Plans and Specifications for the Proposed Improvements

One set of plans and specifications and associated addenda and amendments were prepared for the proposed improvements. The title of the document is as follows:

1. Project Manual for the 2021 Road and Utility Reconstruction Project: Regent Road, Santa Monica Blvd., Acacia Road and Goodrich Private Road for the Village of Fox Point, Wisconsin, by Kapur & Associates, Inc., dated February 2021.

This document is available for review at the office of the Director of Public Works.

3.0 An Estimate of the Entire Cost of the Proposed Improvements

The total construction cost of the work is \$38,785. Each property owner will be assessed based on the cost of the work for their specific property as identified in Table 4-1. The Department of Natural Resources will be reimbursing the Village for the remainder of the cost based on applications submitted to the DNR under the Wisconsin Environmental Improvement Fund.

4.0 An Estimate of the Proposed Final Assessments

The work for this project included replacement of the private side lead laterals on each of the properties (from the curb stop into the house) and all plumbing and electrical work to connect the new water service lateral to the water meter in the house. Each property owner has the option of paying for their share of the cost in one lump-sum payment or be specially assessed for the work. Property owners are being specially assessed and provided the Village with a grant of easement and waiver of potential condemnation rights in consideration of the following:

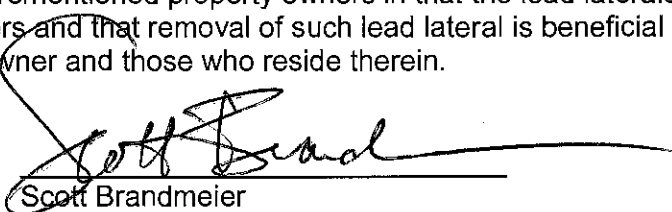
1. The Department of Natural Resources (DNR) agreeing to reimburse the Village a portion of the cost under the Wisconsin Environmental Improvement Fund and that such reimbursements are in line with Village of Fox Point Resolution Nos. 2021-05 and 2021-10.
2. Property owners being specially assessed agreed to pay the special assessment over a 3-year period.
3. The interest rate for the special assessment is to be set by the Village Board and has typically been set at three percent (3%) per annum.

The final costs of the proposed assessments are summarized in Table 4-1 on the following page.

5.0 Statement that the Property Against Which the Assessments are Proposed is Benefited

This project benefits the aforementioned property owners in that the lead laterals only served the individual property owners and that removal of such lead lateral is beneficial to the health and safety of the property owner and those who reside therein.

Prepared by:



Scott Brandmeier

Title:

Director of Public Works

Dated:

October 29, 2021

**Table 4-1
Final Assessments**

Road and Utility Project Private Lead Lateral Replacement Project					
Address	Property Owners (Refer to the notes below)		Total Project Cost (Refer to the notes below)	DNR Reimbursable Cost Share	Special Assessment
6427 North Santa Monica Boulevard	MJF 107 th Street Property, LLC		\$8,500	\$4,500	\$4,000
6429 North Santa Monica Boulevard	Jason Freeman	Elizabeth Freeman	\$8,500	\$4,500	\$4,000
6435 North Santa Monica Boulevard	Patrick Peczerski	Ashley Dallman	\$7,970	\$4,220	\$3,750
6445 North Santa Monica Boulevard	Daniel Karasch	Mary Marcia Keefe	\$6,375	\$3,375	\$3,000
8330 North Regent Road	Paul Horvatin	Danielle Horvatin	\$7,440	\$3,940	\$3,500
Totals			\$38,875	\$20,535	\$18,250

NOTES:

1. The names shown herein are for informational purposes only. The assessment is against the property.
2. The total project cost for replacement of the lead water service laterals is \$38,875 of which a reimbursement request of \$20,535 will be submitted to the DNR for a portion of the cost and the remaining \$18,250 will be specially assessed based on the actual work performed in Table 4-1.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION 2021-XX

**RESOLUTION OF APPRECIATION
PLAN COMMISSION MEMBER
SCOTT YAUCK**

WHEREAS, Scott Yauck was a member of Fox Point Plan Commission from 1997 through September 2021;

WHEREAS, Scott Yauck's sense of fairness, leadership, and keen understanding of land use planning were valued by all members of the Plan Commission, Village Staff, and Village Board;

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

WHEREAS, Scott Yauck's devoted and diligent service to the Village of Fox Point will be missed by all he served;

NOW THEREFORE, BE IT RESOLVED that the Village Board of the Village of Fox Point extends its sincere thanks to **Scott Yauck** for his service.

PASSED AND ADOPTED this ____ day of November, 2021.

Douglas H. Frazer
Village President

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