

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

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

**TUESDAY
MARCH 8 2022
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/87255316967>

Meeting ID: 872 5531 6967

Dial: (312) 626-6799

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.

3. Committee Reports

a. Plan Commission

1. The Village Board will receive a report regarding the Plan Commission's review and recommendation concerning Ordinance to Repeal and Recreate Sections 745-7 C. (1) and 745-6 A. concerning garages, accessory buildings and certain structures other than buildings of the Village of Fox Point Zoning Code.

4. Public Hearings

- a. **Ordinance to Repeal and Re-Create Section 745-7 C. (1) and 745-6 A. of the Village of Fox Point Zoning Code Concerning Garages, Accessory Buildings and Certain Structures other than Buildings.**

The Village Board will hear comments and input regarding an Ordinance to Repeal and Re-Create Section 745-7 C. (1) and 745-6 A. of the Village of Fox Point Zoning Code Concerning Garages, Accessory Buildings and Certain Structures other than Buildings.

- 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 February 8, 2022 Village Board meeting.
(Pages 1-3)
 - b. Approve the appointment of new agent, Jeff Gulig for Walgreen Co, d/b/a, Walgreens #03125 “Class A” Beer and Intoxicating Liquor License, as per the Village Clerk Treasurer’s memorandum dated February 21, 2022.
(Pages 4-7)
 - c. Accept the proposal of Marek Landscaping in the amount of \$6,020.33 for vegetation maintenance and invasive species control for the Indian Creek Woods and authorize the Village Manager to sign the proposal pursuant to the Director of Public Works’ memorandum dated March 1, 2022.
(Pages 8-10)
 - d. Accept the proposal of Marek Landscaping in the amount of \$16,155.60 for control of invasive species, native planting and monitoring for Indian Creek and authorize the Village President and Village Clerk/Treasurer to sign the proposal pursuant to the Director of Public Works’ memorandum dated March 1, 2022.
(Pages 11-14)
 - e. Approve the Limited Term Conservation Easement for the Regent Court No. 3 and Indian Creek Green Infrastructure between the Village of Fox Point and the Milwaukee Metropolitan Sewerage District and authorize the Village President and Village Clerk/Treasurer to sign the conservation easement pursuant to the Director of Public Works’ memorandum dated March 1, 2022.
(Pages 15-50)
 - f. Approve the Limited Term Conservation Easement for the Greenvale Road Green Infrastructure between the Village of Fox Point and the Milwaukee Metropolitan Sewerage District and authorize the Village President and Village Clerk/Treasurer to sign the conservation easement pursuant to the Director of Public Works’ memorandum dated March 1, 2022.
(Pages 15-50)
 - g. Approve the Green Infrastructure Ten-Year Maintenance Covenant for the Bioretention at the West End of East Acacia Road between the Village of Fox Point and the Milwaukee Metropolitan Sewerage District and authorize the Village President and Village Clerk/Treasurer to sign the maintenance covenant pursuant to the Director of Public Works’ memorandum dated March 1, 2022.
(Pages 15-50)
 - h. Approve Amendment No. 3 from MSA for additional soil borings along Beach Drive associated with the water main relocation design and authorize the Village President and Village Clerk/Treasurer to sign the amendment pursuant to the Director of Public Works’ memorandum dated March 1, 2022.
(Pages 51-65)
 - i. Adopt the proclamation establishing Friday, April 29, 2022 as Arbor Day in the Village of Fox Point and urge all citizens to support the efforts to protect our trees and woodlands and to support our Village’s urban forestry program.
(Page 66)

- j. Approve payment of the bills in the amount of \$362,011.69 for the period February 1, 2022 through February 28, 2022 per the report submitted by the Village Manager.
(Pages 67-79)

6. New Business

a. Presentation from Nicolet School District regarding upcoming referendum.

The Village Board will hear an informational presentation from a representative of the Nicolet School District regarding the upcoming referendum. The Board will take no action nor engage in any discussion.

(Page 80)

b. Presentation from Fox Point School District regarding upcoming referendum.

The Village Board will hear an informational presentation from a representative of the Fox Point-Bayside School District regarding the upcoming referendum. The Board will take no action nor engage in any discussion.

(Pages 81-84)

c. Consideration of Ordinance to Repeal and Re-Create Section 745-7 C. (1) and 745-6 A. of the Village of Fox Point Zoning Code Concerning Garages, Accessory Buildings and Certain Structures other than Buildings.

The Village Board will consider and may act on an Ordinance to Repeal and Re-Create Section 745-7 C. (1) and 745-6 A. of the Village of Fox Point Zoning Code Concerning Garages, Accessory Buildings and Certain Structures other than Buildings.

(Pages 85-89)

d. Consideration of Village Board Endorsement of ICC Resolution concerning SB 807

The Village Board will discuss and may act to endorse an ICC Resolution opposing current SB 807, which would create a property tax exemption for all property owned or leased by a nonprofit organization and located on or adjacent to the campus comprised of the institutions commonly referred to as the Milwaukee Regional Medical Center.

(Pages 90-93)

e. Presentation of the Bradley Road Public Information Meeting Survey Results

The Village Board will hear a presentation from the Director of Public Works regarding the various path and street cross sections for Bradley Road and will receive a recommendation on the preferred alternative. The Village Board may take action on the recommendation.

(Pages 94-95)

f. Resolution Designating Associated Bank, N.A. (the “Financial Institution”) as a Public Depository for Village of Fox Point

The Village Board will consider and may act on Resolution Designating Associated Bank, N.A. (the “Financial Institution”) as a public depository for the Village of Fox Point.

(Pages 96-98)

7. Future Agenda Items

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

8. Announcements

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

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

9. Adjourn

NEXT REGULAR VILLAGE BOARD MEETING:

APRIL 12, 2022 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
FEBRUARY 8, 2022**

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, February 8, 2022 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. and asked the Village Manager Scott Botcher 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 Anderson Knight

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

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.

Jennifer Larson, 7420 N Santa Monica Blvd, spoke in support of considering crosswalks near Stormonth School, and expressed concern about pedestrian safety around the school.

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

Consent Agenda

- a. Approve the minutes of the January 11, 2022 Village Board meeting.
- b. Approve the appointment of new agent, Frank P. Grahek for The Town Club "Class B" Beer and Intoxicating Liquor License, due to prior agent Kelly Price leaving the Club's employ, as per the Village Clerk Treasurer's memorandum dated January 31, 2022.
- c. Approve increase of 2.25% in Village Manager salary effective January 1, 2022.
- d. Approve expenditure of up to \$16,000 for software upgrade to Police radios as budgeted in the 2022 budget and authorize the Village Manager to execute the purchase order.
- e. Approve payment of the bills in the amount of \$898,688.47 for the period January 1, 2021 through January 31, 2021 per the report submitted by the Village Manager.

Motion by Trustee Fraser, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to approve the consent agenda, as presented.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
FEBRUARY 8, 2022**

UNFINISHED BUSINESS

Change Order Policies, Charter Ordinance

Motion by Trustee Fonstad, seconded by Trustee Kravit, and carried by roll call vote (7-0), to adopt A Charter Ordinance Granting Authority to the Village Manager and Director of Public Works for Approval and Execution of Contract Change Orders, subject to the adoption procedures described therein.

NEW BUSINESS

Ice Rink Report

A brief synopsis of the ice rink was given by Assistant Village Manager Kevin Ausman. No action was taken.

Ordinance to Repeal and Re-Create Section 745-7 C. (1) and 745-6 A. of the Village of Fox Point Zoning Code Concerning Garages, Accessory Buildings and Certain Structures Other Than Buildings

Motion by President Frazer, seconded by Trustee Kravit, and carried by roll call vote (7-0) to refer to the Plan Commission the Ordinance to Repeal and Re-Create Section 745-7 C. (1) and 745-6 A. of the Village of Fox Point Zoning Code Concerning Garages, Accessory Buildings and certain Structures Other Than Buildings.

Future Agenda Items - None

Announcements

Trustee Fonstad

None.

Trustee Symchych

None.

Trustee Sumner

None.

Trustee Kravit

None

Trustee Ollman

None.

Trustee Anderson Knight

None

Village President Frazer

President Frazer reported that the "pilot" special committee on community grants has started its work.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
FEBRUARY 8, 2022**

Village Manager Scott Botcher

Village Manager Botcher gave the Board notice of postal service mandated changes to the utility bill postcards which will probably be seen in about a year. He also mentioned that staff was reviewing village banking services and it was possible he would be coming to the Board with a recommendation.

Adjourn

Motion made by President Frazer, seconded by Trustee Knight, and carried by roll call vote (7-0); the Village Board adjourned the Village Board meeting at 7:34 p.m.

Respectfully submitted,

Scott A. Botcher
Village Manager

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN



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

TO: Village Board

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

THROUGH: Scott Botcher, Village Manager 

DATE: February 28, 2022

RE: Change of Agent for Liquor License
Walgreens Co, d/b/a, Walgreens #03125

Walgreens Co, d/b/a, Walgreens #03125 at 8615 N Port Washington Road, Fox Point has appointed Jeff Gulig as its new successor agent, due to prior agent leaving the stores employ.

State Statutes require that all new agents of a corporation or limited liability be approved by the municipality. Jeff Gulig has passed the background check performed by the Police Department. The fee of \$10 has been paid.

I recommend approval by the Village Board of Jeff Gulig as the new agent of Walgreens Co, d/b/a, Walgreens #03125 at 8615 N Port Washington Road, Fox Point, WI.



Walgreen Co.
Corporate Offices
300 Wilmot Rd. MS#3215
Deerfield, IL 60015
www.walgreens.com

February 10, 2022

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

RE: Appointment of Store Manager as Designated Agent for Liquor License

Location: Walgreens #03125
8615 N Port Washington Rd
Fox Point, WI 53217

To Whom It May Concern:

Please accept this letter as notification of the appointment of Jeff Gulig, Store Manager as the new Designated Agent for Walgreens #03125. The previous agent is no longer at this location.

If you have any questions, please feel free to contact me.

Sincerely,

Samuel Hoelker
License Specialist – Walgreen Co.
samuel.hoelker@walgreens.com



Walgreen Co.
Corporate Offices
300 Wilmot Rd. MS#3215
Deerfield, IL 60015
www.walgreens.com

February 15, 2022

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

RE: Change of Designated Agent for Store Liquor License No. 2021-ALB01

Location: Walgreens #03125
8615 N Port Washington Rd
Fox Point, WI 53217

To Whom It May Concern:

Please change the Walgreens Co. Store #03125 Designated Agent to newly appointed Agent: Jeff Gulig for its Liquor License.

Please find the enclosed:
Schedule for Appointment of Agent
Auxiliary Questionnaire
\$10.00 check for processing fees

Upon issuance of the new Designated Agent License, please email electronic version to Walgreens Corporate Office at samuel.hoelker@walgreens.com

Please mail the original to the Walgreens Store address:
Walgreens #03125
8615 N Port Washington Rd
Fox Point, WI 53217

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

Thank you for your attention to this very important matter.

Sincerely,

A handwritten signature in black ink, appearing to be "S. Hoelker", enclosed in a circular scribble.

Samuel Hoelker
Walgreens Corporate Headquarters
License Administration
(217) 709-2230
samuel.hoelker@walgreens.com

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

414-351-8900

Receipt No: 1.057215

Feb 21, 2022

Walgreen Co- Walgreens #03125 Agent Chan

Previous Balance:	.00
LICENSES & PERMITS - LIQUOR/BEER/CIGARETTE LICENSE 10-44120 LIQUOR/TOBACCO LICENSES	10.00
Total:	10.00
CHECK Check No: 5054498	10.00
Payor: Walgreen Co- Walgreens #03125	
Total Applied:	10.00
Change Tendered:	.00

02/21/2022 2:42 PM



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: March 1, 2022
Re: Acceptance of Indian Creek Woods Maintenance Proposal

From 2019 through 2021, the Village contracted with Marek Landscaping to provide additional invasive species control in the Indian Creek Woods after the removal of the ash, elm and other tree species in the woods. Until native vegetation and the trees planted are well established, staff intends to continue with invasive species control in the former wooded area.

Marek has submitted a proposal to the Village that includes vegetation maintenance and control of woody invasive species. Staff recommends approval of the proposal. Staff has also discussed the woods with Garden Club members and they have indicated a willingness in the past to perform plantings in the woods through volunteer hours and donations.

Based on my review of the proposal, it is my recommendation that the Village Board accept the proposal of Marek Landscaping for the 2022 Indian Creek Woods vegetative maintenance in an amount not to exceed \$6,020.33 (an increase of about \$25 from last year) and authorize the Village President and Village Clerk to sign the agreement on behalf of the Village. Funding will be allocated from the EAB account.

INDIAN CREEK WOODS LAND STEWARDSHIP 2022

Marek Landscaping LLC

Client Name: Village of Fox Point
Project Name: Indian Creek Woods Land Stewardship 2022
Jobsite Address: 8308 N Indian Creek Pkwy Fox Point, WI 53217
Billing Address: 7200 North Santa Monica Blvd Fox Point, WI 53217
Estimate ID: EST2960080
Date: Jan 25, 2022

Marek Landscaping has been performing vegetation management and restoration at Indian Creek Woods since 2019. Management includes the treatment and removal of invasive or aggressive herbaceous species, as well as the cutting, treatment, and removal of invasive and undesirable woody species.

Vegetation Maintenance \$3,512.33

Includes a **minimum of 4 visits** by staff ecologists throughout the 2022 growing season to;

- Control invasive and undesirable herbaceous plants including but not limited to creeping jenny, valerian, burdock, dames rocket, thistles, and motherwort.
- Reduce populations of aggressive goldenrod species including Canada Goldenrod
- Seed bare and/or disturbed areas with a custom woodland native seed mix and cover crop to prevent erosion, prevent re-infestation of invasive and undesirable plants, and encourage the establishment of the intended native plant community

Invasive and undesirable vegetation will be controlled by targeted foliar herbicide application, pulling, cutting, and collection of viable weed seed. Timing will be dependent upon plant development and the specific phenology of the species to be targeted to ensure all species are controlled and at the most effective time.

Woody Invasive Species Control \$2,508.00

Control of ash, boxelder, buckthorn, mulberry, burning bush, and other invasive and undesirable species. Control will include saplings and resprouts within the management area of Indian Creek Woods. Control will consist of cutting and/or mowing saplings and stump treating, or basal bark treating.

	Subtotal	\$6,020.33
	Taxes	\$0.00
	Estimate Total	\$6,020.33

A list of herbicides used by Marek Landscaping and their product labels are available upon request. Please email dani@mareklandscaping.com or maddy@mareklandscaping.com if you would like this information. A treatment record including applicator information, herbicide names, and quantities used will be provided at every date of service that herbicide is used.

Thank you for your business. This proposal becomes the working contract when signed.

Payment Terms: Please provide a down payment of 1/3 of the total project amount. Progress invoices will be sent for the remaining amount as work is completed. Payment required within 10 days of invoice.

Estimate authorized by: _____
Company Representative

Signature Date: _____

Estimate approved by: _____
Customer Representative

Signature Date: _____



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: March 1, 2022
Re: Acceptance of Indian Creek Maintenance Proposal

In 2006 and 2007, the Milwaukee Metropolitan Sewerage District reconstructed the drainage way along Indian Creek to accommodate a 1% probability storm (often referred to as a 100-year storm). The agreement with the Village of Fox Point required MMSD to maintain the creek bed (in essence, the flow line) for a period of 5 years and, thereafter, maintenance of Indian Creek would become the Village of Fox Point's responsibility.

Initially, as noted in prior maintenance agreements, cattails had overgrown the desired native vegetation. In order to properly manage the cattail growth and establish the desired native species, Marek Landscaping (which has performed maintenance on Indian Creek in the past under contract with MMSD) was contacted to provide the Village with proposals to remove the cattail mass and to begin re-establishing the native vegetative species.

In 2015, Marek began a management program along the creek bed which included cattail control and vegetation maintenance. These activities continued in 2016 through 2021 and have been very successful at significantly reducing the cattail population. The activities undertaken by Marek have helped in managing the cattails and other invasive plant species. I am recommending that the Village continue with the active management program.

Marek has submitted a proposal that includes cattail and invasive species control over the entire creek bed, control of tree seedlings from Dean Road south to Spooner Road, plug planting, and preparation of progress and year end reports. Based on my review of the proposal, it is my recommendation that the Village Board accept the proposal of Marek Landscaping for the 2022 Indian Creek vegetative maintenance in an amount not to exceed \$16,155.60 (which is approximately \$500 less than the 2021 contract) and authorize the Village President and Village Clerk to sign the agreement on behalf of the Village. The Village has budgeted \$24,000 in the storm water utility to fund these activities.

INDIAN CREEK LAND STEWARDSHIP 2022

Marek Landscaping LLC

Client Name: Village of Fox Point
Project Name: Indian Creek Land Stewardship 2022
Jobsite Address: 8308 N Indian Creek Pkwy Fox Point, WI 53217 **Billing Address:** 7200 North Santa Monica Blvd Fox Point, WI 53217
Estimate ID: EST2960117
Date: Jan 25, 2022

The project area lies within the Village of Fox Point and runs adjacent to Indian Creek Parkway from N. Port Washington Road (SW boundary) to Manor Lane (NE boundary). The project area was previously restored from a traditional drainage ditch, consisting of a concrete streambed, into a series of linear infiltration swales and basins designed to be composed of native wetland and wet mesic prairie vegetation.

Mixed Invasives (6.5 acres) \$2,508.00

Entire 6.5 acre site.

Invasive species throughout the site will be controlled by a combination of cutting, pulling, targeted herbicide application with backpack sprayers or spray bottles, and collection of invasive seed.

- 2 visits throughout season

Purple Loosestrife and Reed Canary Grass Control (6.5 acres) \$3,762.00

Entire 6.5 acre site.

Herbicide applications to Purple Loosestrife plants before flowering using backpack sprayers and wick applicators with aquatic use approved herbicides. Control may also include hand pulling and bagging for disposal for flowering plants. Herbicide application to Reed Canary Grass populations as they establish throughout the entire site. Repeat herbicide applications to these sites will be applied as needed.

- 4 visits throughout season

Cattail Control and Maintenance \$1,672.00

Entire 6.5 acre site.

Herbicide applications to cattail regrowth via backpack sprayers and wick applicators using aquatic use approved herbicides.

- 2 visits (approximately July and September)

Control of Tree Seedlings- Area 2 \$3,344.00

East of N Indian Creek Parkway, North of Spooner Rd, and South of E Dean Rd.

Control of Ash, Buckthorn, and other tree seedlings within creek bed and back-up areas. Control will consist of cutting and/or mowing seedlings and stump treating with an herbicide labeled for aquatic use, or basal bark treating seedlings with an herbicide labeled for

aquatic use.

Plug Planting Fall 2022	\$1,999.60
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Planting of 480 native plugs. Native plugs will be chosen to add additional native species that are difficult to establish from seed and are not prominent in the site already.

Vegetation Monitoring and Inventory Survey	\$1,670.00
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Survey to occur 3 times during growing season. Will include one timed-meander survey and one line-intercept survey to inventory and quantify native and invasive wetland species. Survey results will be reported and discussed in the end of year report.

Progress Monitoring and End of Year Report	\$1,200.00
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Includes inspections to monitor progress and a summary to report the year's efforts and make recommendations for future work.

	Subtotal	\$16,155.60
	Taxes	\$0.00
	Estimate Total	\$16,155.60

A list of herbicides used by Marek Landscaping and their product labels are available upon request. Please email dani@mareklandscaping.com or maddy@mareklandscaping.com if you would like this information. A treatment record including applicator information, herbicide names, and quantities used will be provided at every date of service that herbicide is used.

Thank you for your business. This proposal becomes the working contract when signed.

Payment Terms: Please provide a down payment of 1/3 of the total project amount. Progress invoices will be sent for the remaining amount as work is completed. Payment required within 10 days of invoice.

Estimate authorized by: _____

Company Representative

Signature Date: _____

Estimate approved by: _____

Customer Representative

Signature Date: _____



Pesticides Applied at Indian Creek

Indian Creek is approximately 6.5 acres of mixed wetland, riparian stream, and wet prairie habitat. The project site has been restored back from a concrete streambed and now includes a diverse composition of native plant species. The professional and precise use of herbicides have played an important role in the project's success. Best management practices are always used (and always changing) when controlling plants and include cutting taproots, collecting seed heads, bagging and disposing of plants off site, and, when necessary, herbicide application. In 2020 there were two different chemicals used during maintenance visits conducted by Marek Landscaping, LLC's Stewardship Team, triclopyr and glyphosate. All staff who apply herbicides are licensed and certified with the Wisconsin Department of Trade, Agriculture and Consumer Protection. All necessary PPE is worn during loading, unloading, mixing, and application including closed toed shoes, pants, long sleeves, chemical resistant gloves, and safety glasses. Spill kits are kept in all trucks in the event of an accident or spill at a job site.

Triclopyr is a selective herbicide used for broadleaf plants and woody plants, such as trees and shrubs. **A total of 23.4 fluid ounces of Garlon3A was applied over the course of 3 visits.** In this case, triclopyr was used to target purple loosestrife, willow, ash, cottonwood, and buckthorn. There are two different forms of triclopyr, both a salt and an acid formulation. The salt formulation, often referred to as Triclopyr3A, is licensed for use in and around water and is the formulation that was applied at Indian Creek. Purple loosestrife is a highly aggressive, invasive perennial plant species. The woody species treated with triclopyr were either invasive or undesirable species to the location they were growing. The stream bed is designed to remain open and allow water to flow freely throughout without banking or damming. Any trees or shrubs that are growing throughout the stream bed or riparian bank are controlled to keep the stream functioning as designed. Attachment 1 includes an article produced by the WI DNR and states the following, "Impacts on Fish and Other Aquatic Organisms: Testing indicates that the aquatic formulation of triclopyr is practically non-toxic to fish and invertebrates. Species tested included catfish, trout, bluegill, minnows, crayfish and water fleas (*Daphnia* sp.). Triclopyr is slightly toxic to mallards, but at concentrations well above (400x) the highest allowed application rate." The highest allowed application rate is 2 gallons of Garlon 3A per acre per year. Indian Creek is approximately 6.5 acres total, allowing for a maximum of up to 13 gallons to be applied safely per year. A total of 23.4 fluid ounces (0.18 gallons) was applied to the entire site over the course of three visits in 2020.

Glyphosate is a nonselective herbicide that is used for the control of both broadleaf plants and grasses. AquaNeat is a formulation of glyphosate that is licensed for use in and around water and is the formulation that was applied at Indian Creek. AquaNeat was used to control cattails, thistles, teasels, reed canary grass, common burdock, and other invasive or undesirable plant species. **A total of 161.6 fluid ounces of Aquaneat was applied over the course of seven visits.** This product does not have a maximum rate per acre to apply. But, compared to the recommended rate for purple Loosestrife, as stated on the product label, 4 pints (64 fluid ounces) of AquaNeat should be applied per acre for successful control. Indian Creek is approximately 6.5 acres and at the recommended rate of 64 oz per acre, it would be a total of 3.25 gallons of this product applied per treatment. A total of 161.6 fluid ounces (1.26 gallons) was applied to the entire site over the course of seven visits in 2020.

Any other questions or comments, please feel free to contact Jamie Van directly.

Jamie Van, Restoration Ecologist
Marek Landscaping, LLC
Office: (414)272-0242 ext. 1003



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: March 1, 2022

Re: Recommendation for Approval of the Green Infrastructure Agreements with MMSD

Village DPW staff successfully worked with our consultant (Kapur & Associates) to obtain grant funding from the Milwaukee Metropolitan Sewerage District (MMSD) for the implementation of green infrastructure projects. These projects included the construction of a bioswale in a portion of Regent Court No. 3 (in an easement on a parcel located at 8327 North Regent Road) and along the eastern edge of the Indian Creek Park, a bioretention basin on Acacia Road at the intersection with Santa Monica Boulevard, and a bioretention basin at the Village-owned property on Greenvale Road.

In order to receive the grant funds, the Village is required to enter into an agreement with MMSD (either a Limited Term Conservation Easement or a Ten-Year Maintenance Covenant) to ensure that the projects are properly managed and maintained. Each of the conservation easements and the maintenance covenant have been reviewed by staff and the Village Attorney and modifications have been made per the Village Attorney's comments. The total funding to be received after approving the agreements is approximately \$206,000 and offsets a large portion of the storm water related costs incurred on each of the projects. Therefore, it is my recommendation that the Village Board approve the Conservation Easements for Regent Court No. 3 and Indian Creek and for Greenvale Road and the Maintenance Covenant for Acacia Road maintenance agreement and authorize the Village President and Village Clerk/Treasurer to sign each on behalf of the Village.

LIMITED TERM CONSERVATION EASEMENT

This LIMITED TERM CONSERVATION EASEMENT FOR GREEN INFRASTRUCTURE is granted on the first day of March 2022 by Cynthia Amini, Mohammed Amini, and the Village of Fox Point (“Fox Point”) to the Milwaukee Metropolitan Sewerage District (“Easement Holder”). Collectively, Cynthia Amini, Mohammed Amini, and Fox point are the “Landowners.”

RECITALS

A. Property. The Landowners are the sole owners of property located in Milwaukee County, Wisconsin, as follows. Cynthia and Mohammed Amini are the owners of the parcel located at 8327 North Regent Road, Fox Point, Wisconsin 53217 (“Amini Parcel”). Fox Point is the owner of the remaining parcels subject of this Easement, identified by a property address of 7200 North Santa Monica Boulevard, Fox Point, Wisconsin 53217 (“Fox Point Parcels”). Together, as used herein, the Amini Parcel and the Fox Point Parcels are the Property. Exhibit A describes the Property. Exhibit B shows the location of the Property.

This Limited Term Conservation Easement applies only to the area of the Property that has conservation value. This area contains infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff. Exhibit C shows the area within the Property subject to this Limited Term Conservation Easement.

B. Conservation Values. In its present state, the Property has conservation value because it has a linear bioswale with an area of 852 square feet (the Green Infrastructure). This Green Infrastructure provides a total design detention capacity of 9,843 gallons.

Recording Area

Name and Return Address:

Milwaukee Metropolitan
Sewerage District
Attention: Michael Hirsch
260 West Seeboth Street
Milwaukee, Wisconsin 53204

Tax Key Number:

**0600110002, 0600120000, 0600121000,
0600122000**

C. Baseline Documentation. The condition of the Property and specifically the Green Infrastructure is documented in an inventory of relevant features, characteristics, and Conservation Values (Baseline Report), which is on file at the office of the Easement Holder and incorporated into this Conservation Easement by reference. This Baseline Report consists of reports, maps, photographs, and other documentation that both parties agree provides an accurate representation of the condition of the Property at the time of the conveyance of this Easement and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this Easement.

D. Public Policies. The preservation of the Conservation Values of the Property will serve the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic, and open space values of real property; assure its availability for agriculture, forestry, recreation, or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.

E. Qualified Organization. The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.

F. Conservation Intent. The Landowners and Easement Holder share the common purpose of preserving the Conservation Values for a period of ten years. The Landowners intend to place restrictions on the use of the Property to protect those Conservation Values. In addition, the Landowners intend to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.

G. Funding Provided by Easement Holder. The Easement Holder has provided funding to Fox Point for the installation of the Green Infrastructure. Fox Point acknowledges the receipt and sufficiency of this funding.

H. Responsibilities of the Landowners. Fox Point has sole responsibility for operating and maintaining the Green Infrastructure on both the Amini Parcel and the Fox Point Parcels. On the Amini Parcel, a platted drainage easement allows Fox Point to construct, operate, and maintain the Green Infrastructure. This Conservation Easement does not expand, limit, or modify the terms of the platted drainage easement between the owners of the Amini Parcel and Fox Point, except to the extent necessary to satisfy the terms of this Conservation Easement.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowners voluntarily convey to the Easement Holder a Conservation Easement (the Easement) for a period of ten years on the Property. This Easement consists of the following terms, rights, and restrictions:

- 1. Purpose.** The purpose of this Easement is to require the Landowners to keep, preserve, and maintain the Green Infrastructure installed on the Property.
- 2. Effective Dates.** This Easement becomes effective March 1, 2022, and terminates on February 28, 2032.
- 3. Recording of Easement.** The Easement Holder will record this Easement at the Easement Holder's expense.
- 4. Operation and Maintenance.** Fox Point will operate and maintain the Green Infrastructure so that it remains functional for the entire term of this Easement. Fox Point is solely responsible for operation, maintenance, and evaluating performance.
- 5. Additional Reserved Rights of the Landowners.** The Landowners retain all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in any manner that is not expressly restricted or prohibited by the Easement or inconsistent with the purpose of the Easement. However, the Landowners may not exercise these rights in a manner that would adversely impact the Conservation Values of the Property. The Landowners expressly reserve the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, subject to the following conditions.
 - 5.1 The encumbrance or conveyance is subject to the terms of this Easement.
 - 5.2 The Landowners incorporate the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowners transfer any interest in all or part of the Property.
 - 5.3 The Landowners notify the Easement Holder of any conveyance in writing within fifteen days after the conveyance and provides the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.
 - 5.4 Failure of the Landowners to perform any act required in Subparagraphs 5.2 and 5.3 does not impair the validity of this Easement or limit its enforceability in any way.
- 6. Easement Holders Rights and Remedies.** To accomplish the purpose of this Easement, the Landowners expressly convey to the Easement Holder the following rights and remedies.
 - 6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.
 - 6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

6.3 Enter the Property. The Easement Holder has the right to enter the Property to inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of the Easement; and otherwise exercise its rights under the Easement. The Easement Holder will provide prior notice to the Landowners before entering the Property, comply with the Landowner's safety rules, and avoid unreasonable disruption of the Landowner's use of the Property.

7. Remedies for Violations. The Easement Holder and the Landowners have the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

7.1 Notice of Problems. If the Easement Holder identifies problems with the Green Infrastructure, then the Easement Holder will initially attempt to resolve the problems collaboratively. The Easement Holder will notify Fox Point of the problems and request remedial action within a reasonable time.

7.2 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If Fox Point fails to respond, then the Easement Holder may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowners are unsuccessful.

7.3 Remedies. When enforcing this Easement, the Remedies available to the Easement Holder include temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property.

7.4 Enforcement Delays. A delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement.

7.5 Waiver of Certain Defenses. The Landowners hereby waive any defense of laches, such as failure by the Easement Holder to enforce any term of the Easement, or estoppel, such as a contradictory statement or action on the part of the Easement Holder.

7.6 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowners for any injury or change in the Property resulting from causes beyond the Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent

actions taken by the Landowners under emergency conditions to prevent or mitigate damage from these causes, provided that the Landowners notify the Easement Holder of any occurrence that has adversely impacted or interfered with the purpose of this Easement.

8. General Provisions.

- 8.1 Amendment. The Landowners and Easement Holder may amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located.
- 8.2 Assignment. The Easement Holder may convey, assign, or transfer its interests in this Easement to a unit of federal, state, or local government or to an organization that is (a) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable, and (b) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement is required to carry out its purpose for the remainder of its term. The Easement Holder will notify the Landowners of any assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.
- 8.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and have no effect on construction or interpretation.
- 8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement. Ambiguities in this Easement shall be construed in a manner that best effectuates the purpose of the Easement and protection of the Conservation Values of the Property.
- 8.5 Counterparts. The Landowners and Easement Holder may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowners and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged into this Easement.
- 8.7 Extinguishment. This Easement may be terminated or extinguished before the expiration of its term, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Easement may be extinguished only under the following circumstances: (a) exercise of the power of eminent domain

or purchase in lieu of condemnation takes all or part of the Property or (b) the Landowners and Easement Holder agree that a subsequent, unexpected change in the condition of or surrounding the Property makes accomplishing the purpose of the Easement impossible.

8.8 Ownership Responsibilities, Costs and Liabilities. The Landowners retain all responsibilities and will bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:

- a. *Operation, upkeep, and maintenance*. Fox Point is responsible for the operation, upkeep, and maintenance of the Green Infrastructure.
- b. *Control*. In the absence of a judicial decree, nothing in this Easement establishes any right or ability in the Easement Holder to:
 - (i) exercise physical or managerial control over the day-to-day operations of the Property;
 - (ii) become involved in the management decisions of the Landowners regarding the generation, handling, or disposal of hazardous substances; or
 - (iii) otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or similar laws imposing legal liability on the owner or operator of real property.
- c. *Permits*. The Landowners remain solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement and all construction, other activity, or use shall be undertaken in accordance with applicable federal, state, and local laws, regulations, and requirements.
- d. *Indemnification*. The Landowners release and will hold harmless, indemnify, and defend the Easement Holder and its members, directors, officers, employees, agents, contractors, and the heirs, personal representatives, successors and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorneys’ fees, arising from or in any way connected with:
 - (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;

- (ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving, or related to the Property;
- (iii) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

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

8.9 Recording. The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located and may re-record it or any other document necessary to protect its rights under this Easement.

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

8.11 Successors. This Easement is binding upon and inures to the benefit of the Landowners and Easement Holder and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running with the Property for the term of the Easement.

8.12 Terms. The terms "Landowners" and "Easement Holder," wherever used in this Easement, and any pronouns used in their place, mean either masculine or feminine, singular or plural, and include the personal representatives, heirs, successors, and assigns of the Landowners and Easement Holder.

8.13 Warranties and Representations. The Landowners warrant and represent that:

- a. The Property complies with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- b. No civil or criminal proceedings or investigations are pending or threatened

that would in any way affect, involve, or relate to the Property. No facts or circumstances exist that the Landowners might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders; and

- c. The person signing this Easement has authority to grant this Conservation Easement to the Easement Holder.

GRANT OF INTEREST TO EASEMENT HOLDER

As an owner of land at 8327 North Regent Road, I execute the foregoing Limited Term Conservation Easement and acknowledge the same on this _____ day of _____, _____.

By: _____
Cynthia Amini

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, _____, the person known as Cynthia Amini came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

GRANT OF INTEREST TO EASEMENT HOLDER

As an owner of land at 8327 North Regent Road, I execute the foregoing Limited Term Conservation Easement and acknowledge the same on this _____ day of _____, _____.

By: _____
Mohammed Amini

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, _____, the person known as Mohammed Amini came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

GRANT OF INTEREST TO EASEMENT HOLDER

As President of the Village of Fox Point, I execute the foregoing Limited Term Conservation Easement and acknowledge the same on this _____ day of _____, _____.

By: _____
Douglas H. Frazer
Village President

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, _____, the person known as Douglas H. Frazier came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The Milwaukee Metropolitan Sewerage District accepts the foregoing Limited Term

Conservation Easement on this _____ day of _____, _____.

By: _____

Kevin L. Shafer, P.E.

Executive Director

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, _____, the person known as Kevin L. Shafer
came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

Approved as to Form: _____

Attorney for the District

Thomas A. Nowicki, Staff Attorney, Milwaukee Metropolitan Sewerage District, drafted this
conservation easement.

ATTACHMENTS

EXHIBIT A Descriptions of the Property

EXHIBIT B Map Showing the Location of the Property

EXHIBIT C Map Showing the Bioswale Subject to this Easement

EXHIBIT A

DESCRIPTIONS OF THE PROPERTY

Address: 8327 North Regent Road, Fox Point, Wisconsin 53217
Tax Key: 0600110002
Legal Description: CSM 7938 - PARCEL #2

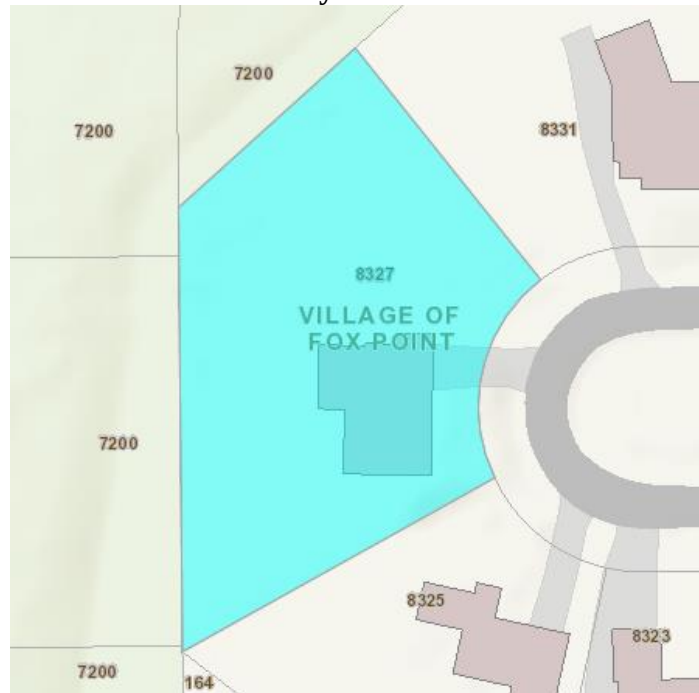
Address: 7200 North Santa Monica Boulevard, Fox Point, Wisconsin 53217
Tax Key: 0600120000
Legal Description: THE SAVINGS & INVEST. ASSN. OF MILW. SUBD. NO. 24 LOTS
1 TO 6 INCL. BLK. 3

Address: 7200 North Santa Monica Boulevard, Fox Point, Wisconsin 53217
Tax Key: 0600121000
Legal Description: THE SAVINGS & INVEST. ASSN. OF MILW SUBD. NO. 24 LOTS
7, 8 & 9 BLK. 3

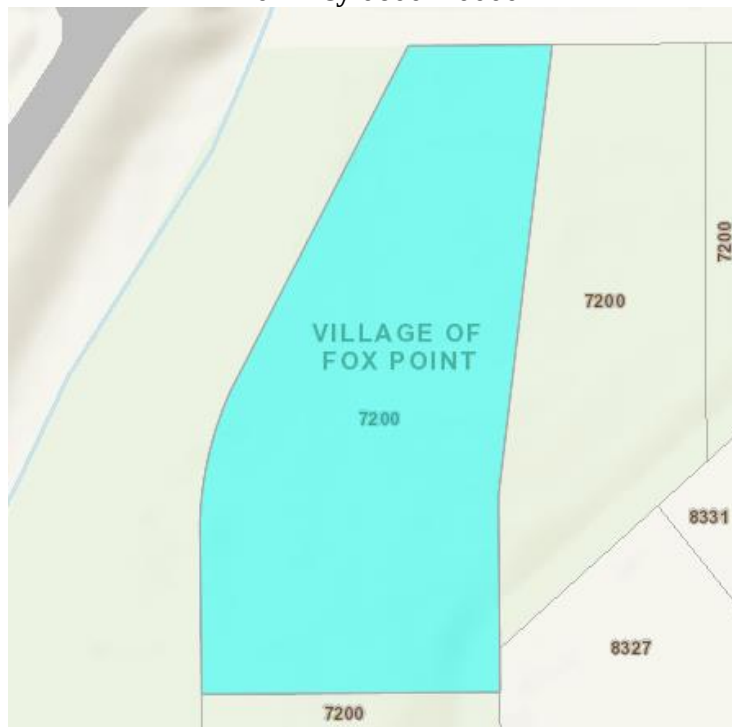
Address: 7200 North Santa Monica Boulevard, Fox Point, Wisconsin 53217
Tax Key: 0600122000
Legal Description: THE SAVINGS & INVEST. ASSN. OF MILW. SUBD. NO. 24 LOTS
10, 11, 12 & 13 BLK. 3

EXHIBIT B
MAPS SHOWING THE LOCATION OF THE PROPERTY

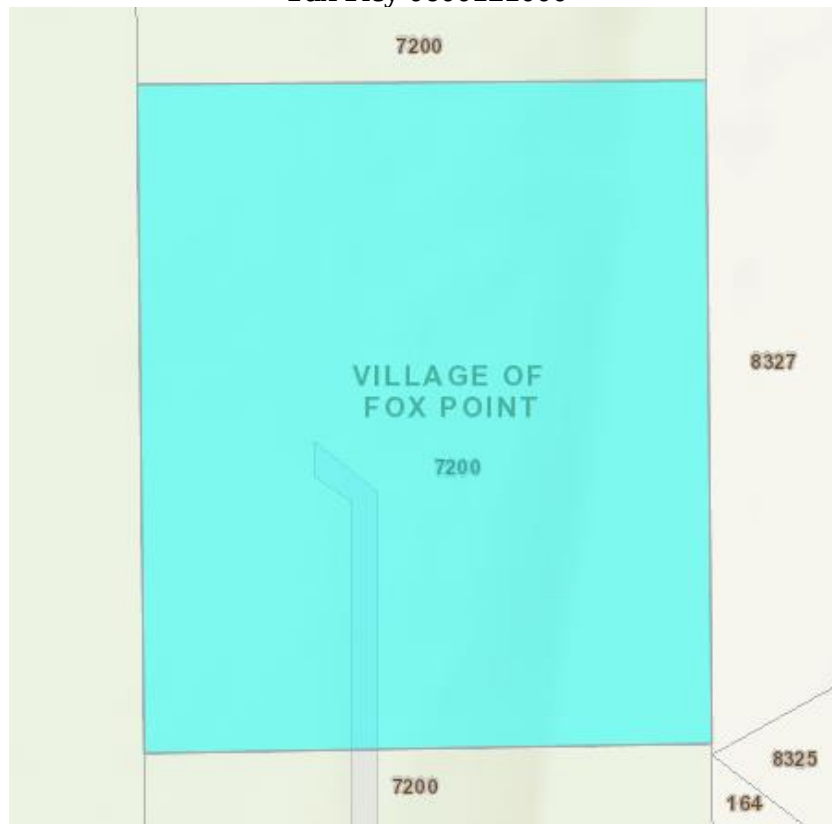
Tax Key 0600110002



Tax Key 0600120000



Tax Key 0600121000



Tax Key 0600122000

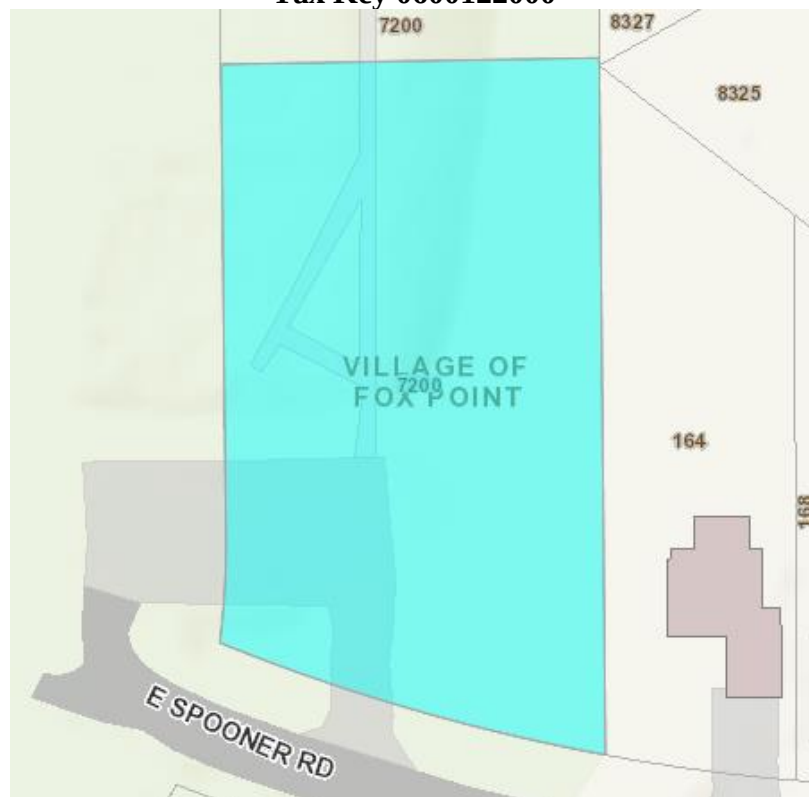
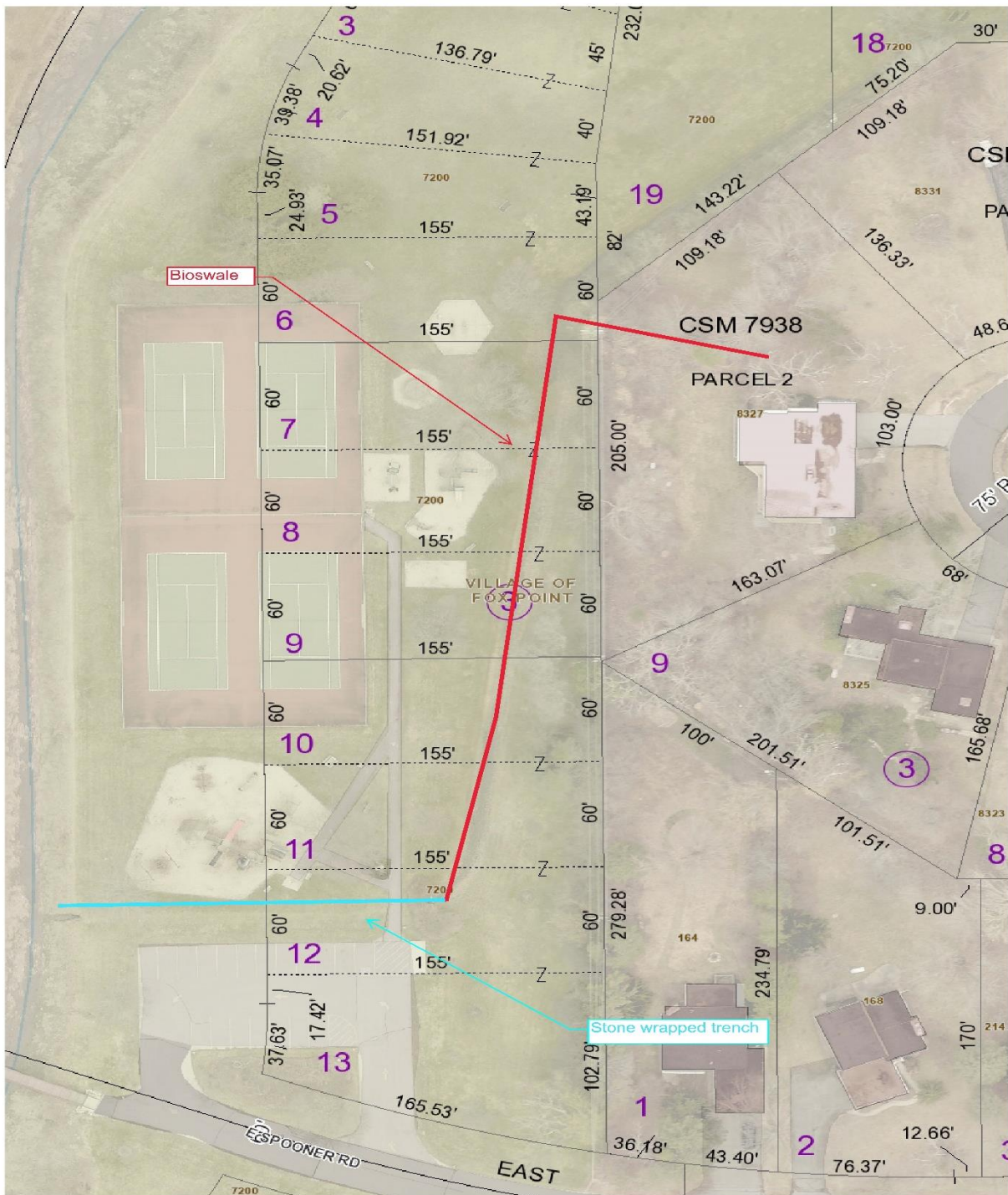


EXHIBIT C MAP SHOWING THE BIOSWALE SUBJECT TO THIS EASEMENT



Village of Fox Point GIS

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

SCALE: 1" = 47'



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

Print Date: 11/16/2021

LIMITED TERM CONSERVATION EASEMENT

This LIMITED TERM CONSERVATION EASEMENT FOR GREEN INFRASTRUCTURE is granted on the first day of March 2022 by the Village of Fox Point (Landowner) to the Milwaukee Metropolitan Sewerage District (Easement Holder).

RECITALS

A. Property. The Landowner is the sole owner of property located in Milwaukee County, Wisconsin, at 8311 North Greenvale Road, Fox Point, Wisconsin 53217 (the Property). Exhibit A describes the Property. Exhibit B shows the location of the property.

This Limited Term Conservation Easement applies only to the area of the Property that has conservation value. This area contains infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff. Exhibit C shows the area within the Property subject to this Limited Term Conservation Easement.

B. Conservation Values. In its present state, the Property has conservation value because it has a bioretention basin with an area of 5,967 square feet (the Green Infrastructure). This Green Infrastructure provides a total design detention capacity of 122,403 gallons.

C. Baseline Documentation. The condition of the Property and specifically the Green Infrastructure is documented in an inventory of relevant features, characteristics, and Conservation Values (Baseline Report), which is on file at the office of the Easement Holder and incorporated into this Conservation Easement by reference. This Baseline Report consists of reports, maps, photographs, and other documentation that both parties agree provides an accurate representation of the condition of the Property at the time of the conveyance of this Easement and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this Easement.

Recording Area

Name and Return Address:
Milwaukee Metropolitan
Sewerage District
Attention: Michael Hirsch
260 West Seeboth Street
Milwaukee, Wisconsin 53204

Tax Key Number:
0590303000

- D. Public Policies.** The preservation of the Conservation Values of the Property will serve the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic, and open space values of real property; assure its availability for agriculture, forestry, recreation or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.
- E. Qualified Organization.** The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.
- F. Conservation Intent.** The Landowner and Easement Holder share the common purpose of preserving the Conservation Values for a period of ten years. The Landowner intends to place restrictions on the use of the Property to protect those Conservation Values. In addition, the Landowner intends to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.
- G. Funding Provided by Easement Holder.** The Easement Holder has provided funding to the Landowner for the installation of the Green Infrastructure. The Landowner acknowledges the receipt and sufficiency of this funding.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowner voluntarily conveys to the Easement Holder a Conservation Easement (the Easement) for a period of ten years on the Property. This Easement consists of the following terms, rights, and restrictions:

- 1. Purpose.** The purpose of this Easement is to require the Landowner to keep, preserve, and maintain the Green Infrastructure installed on the Property.
- 2. Effective Dates.** This Easement becomes effective March 1, 2022 and terminates on February 28, 2032.
- 3. Recording of Easement.** The Easement Holder will record this Easement at the Easement Holder's expense.
- 4. Operation and Maintenance.** The Landowner will operate and maintain the Green Infrastructure so that it remains functional for the entire term of this Easement. The Landowner is solely responsible for operation, maintenance, and evaluating performance.
- 5. Additional Reserved Rights of the Landowner.** The Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in any manner that is not expressly restricted or prohibited by the Easement

or inconsistent with the purpose of the Easement. However, the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Property. The Landowner expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, subject to the following conditions.

5.1 The encumbrance or conveyance is subject to the terms of this Easement.

5.2 The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Property.

5.3 The Landowner notifies the Easement Holder of any conveyance in writing within fifteen days after the conveyance and provides the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

5.4 Failure of the Landowner to perform any act required in Subparagraphs 5.2 and 5.3 does not impair the validity of this Easement or limit its enforceability in any way.

6. Easement Holders Rights and Remedies. To accomplish the purpose of this Easement, the Landowner expressly conveys to the Easement Holder the following rights and remedies.

6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.

6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

6.3 Enter the Property. The Easement Holder has the right to enter the Property to: inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of the Easement; and otherwise exercise its rights under the Easement. The Easement Holder will: provide prior notice to the Landowner before entering the Property, comply with the Landowner's safety rules, and avoid unreasonable disruption of the Landowner's use of the Property.

7. Remedies for Violations. The Easement Holder and the Landowner have the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

7.1 Notice of Problems. If the Easement Holder identifies problems with the Green Infrastructure, then the Easement Holder will initially attempt to resolve the problems collaboratively. The Easement Holder will notify the Landowner of the problems and request remedial action within a reasonable time.

- 7.2 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If the Landowner fails to respond, then the Easement Holder may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.
- 7.3 Remedies. When enforcing this Easement, the Remedies available to the Easement Holder include temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property.
- 7.4 Enforcement Delays. A delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement.
- 7.5 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, such as failure by the Easement Holder to enforce any term of the Easement, or estoppel, such as a contradictory statement or action on the part of the Easement Holder.
- 7.6 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any injury or change in the Property resulting from causes beyond Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from these causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the purpose of this Easement.

8. General Provisions.

- 8.1 Amendment. The Landowner and Easement Holder may amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located.
- 8.2 Assignment. The Easement Holder may convey, assign, or transfer its interests in this Easement to a unit of federal, state, or local government or to an organization that is (a) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable, and (b) qualified to hold conservation easements under Section 700.40 of the Wisconsin

- Statutes. As a condition of any assignment or transfer, any future holder of this Easement is required to carry out its purpose for the remainder of its term. The Easement Holder will notify the Landowner of any assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.
- 8.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and have no effect on construction or interpretation.
- 8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement. Ambiguities in this Easement shall be construed in a manner that best effectuates the purpose of the Easement and protection of the Conservation Values of the Property.
- 8.5 Counterparts. The Landowner and Easement Holder may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged into this Easement.
- 8.7 Extinguishment. This Easement may be terminated or extinguished before the expiration of its term, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Easement may be extinguished only under the following circumstances: (a) exercise of the power of eminent domain or purchase in lieu of condemnation takes all or part of the Property or (b) the Landowner and Easement Holder agree that a subsequent, unexpected change in the condition of or surrounding the Property makes accomplishing the purpose of the Easement impossible.
- 8.8 Ownership Responsibilities, Costs and Liabilities. The Landowner retains all responsibilities and will bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:
- a. *Operation, upkeep, and maintenance*. The Landowner is responsible for the operation, upkeep, and maintenance of the Property.
 - b. *Control*. In the absence of a judicial decree, nothing in this Easement establishes any right or ability in the Easement Holder to:
 - (i) exercise physical or managerial control over the day-to-day operations

of the Property;

(ii) become involved in the management decisions of the Landowner regarding the generation, handling, or disposal of hazardous substances; or

(iii) otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.

c. *Permits.* The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement and all construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations, and requirements.

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

(i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties;

(ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving, or related to the Property;

(iii) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused by any of the Indemnified Parties.

Nothing in this agreement is intended to be a waiver by or estoppel of Fox Point or its insurer of the limitations, defenses, and immunities contained

within Wisconsin law, including those contained within Wisconsin Statutes, secs. 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, Fox Point or its insurer will not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

8.9 Recording. The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located and may re-record it or any other document necessary to protect its rights under this Easement.

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

8.11 Successors. This Easement is binding upon and inures to the benefit of the Landowner and Easement Holder and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the Property for the term of the Easement.

8.12 Terms. The terms "Landowner" and "Easement Holder," wherever used in this Easement, and any pronouns used in their place, mean either masculine or feminine, singular or plural, and include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.

8.13 Warranties and Representations. The Landowner warrants and represents that:

- a. The Landowner and the Property comply with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- b. No civil or criminal proceedings or investigations are pending or threatened that would in any way affect, involve, or relate to the Property. No facts or circumstances exist that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders; and
- c. The person signing this Easement has authority to grant this Conservation Easement to the Easement Holder.

GRANT OF INTEREST TO EASEMENT HOLDER

As President of the Village of Fox Point, I execute the foregoing Limited Term Conservation Easement and acknowledge the same on this _____ day of _____, _____.

By: _____
Douglas H. Frazer
Village President

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, _____, the person known as Douglas H. Frazier came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The Milwaukee Metropolitan Sewerage District accepts the foregoing Limited Term

Conservation Easement on this _____ day of _____, _____.

By: _____

Kevin L. Shafer, P.E.

Executive Director

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, _____, the person known as Kevin L. Shafer
came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

Approved as to Form: _____

Attorney for the District

Thomas A. Nowicki, Staff Attorney, Milwaukee Metropolitan Sewerage District, drafted this
conservation easement.

ATTACHMENTS

EXHIBIT A Description of the Property

EXHIBIT B Map Showing the Location of the Property

EXHIBIT C Map Showing the Green Infrastructure Subject to this Easement

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Address: 8311 North Greenvale Road, Fox Point, Wisconsin 53217
Tax Key: 0590303000
Legal Description: LOT SEVEN (7) IN BLOCK THREE (3), IN FOX POINT TERRACE,
BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF
SECTION 9, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE
VILLAGE OF FOX POINT, COUNTY OF MILWAUKEE, STATE
OF WISCONSIN, EXCEPTING THERE FROM THAT PART
DEDICATED FOR STREET PURPOSES.

EXHIBIT B MAP SHOWING THE LOCATION OF THE PROPERTY



Village of Fox Point GIS
Greenvale Storm Water Drainage Improvement

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





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

SCALE: 1" = 100'

Print Date: 11/17/2021

Green Infrastructure Ten-Year Maintenance Covenant for Bioretention at the West End of East Acacia Road

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

INTRODUCTION

- 1. The Green Infrastructure.** The green infrastructure is a bioretention facility in the median of East Acacia Road, at the intersection with North Santa Monica Boulevard, as shown in Exhibit A. The total bioswale area is 609 square feet. This green infrastructure will capture and hold stormwater in place to reduce the quantity and improve the quality of runoff. The green infrastructure has a total design detention capacity of 7,443 gallons. This Covenant applies only to this green infrastructure.
- 2. Baseline Documentation.** The condition of the green infrastructure is documented in a Baseline Report at the office of the District and incorporated into this Covenant by reference. The Baseline Report consists of reports, maps, photographs, and other documentation and provides an inventory of relevant features, characteristics, and conservation values. The Baseline Report provides an accurate representation of the condition of the green infrastructure at the time of the conveyance of this Covenant. The Baseline Report is an objective, but not exclusive, reference for monitoring compliance with the terms of this Covenant.
- 3. Conservation Intent.** Fox Point and the District share the common purpose of preserving the green infrastructure for a period of at least ten years. Fox Point intends to protect the green infrastructure. In addition, Fox Point intends to convey to the District and the District agrees to accept a right to monitor and enforce these restrictions.

MAINTENANCE COVENANT

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

- 1. Purpose.** The purpose of this Covenant is to require Fox Point to keep, preserve, and maintain the green infrastructure, as described above.
- 2. Effective Dates.** This Covenant becomes effective when signed by both Fox Point and the District. This Covenant terminates on March 31, 2032.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

VILLAGE OF FOX POINT

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

By: _____
Douglas H. Frazer
Village President

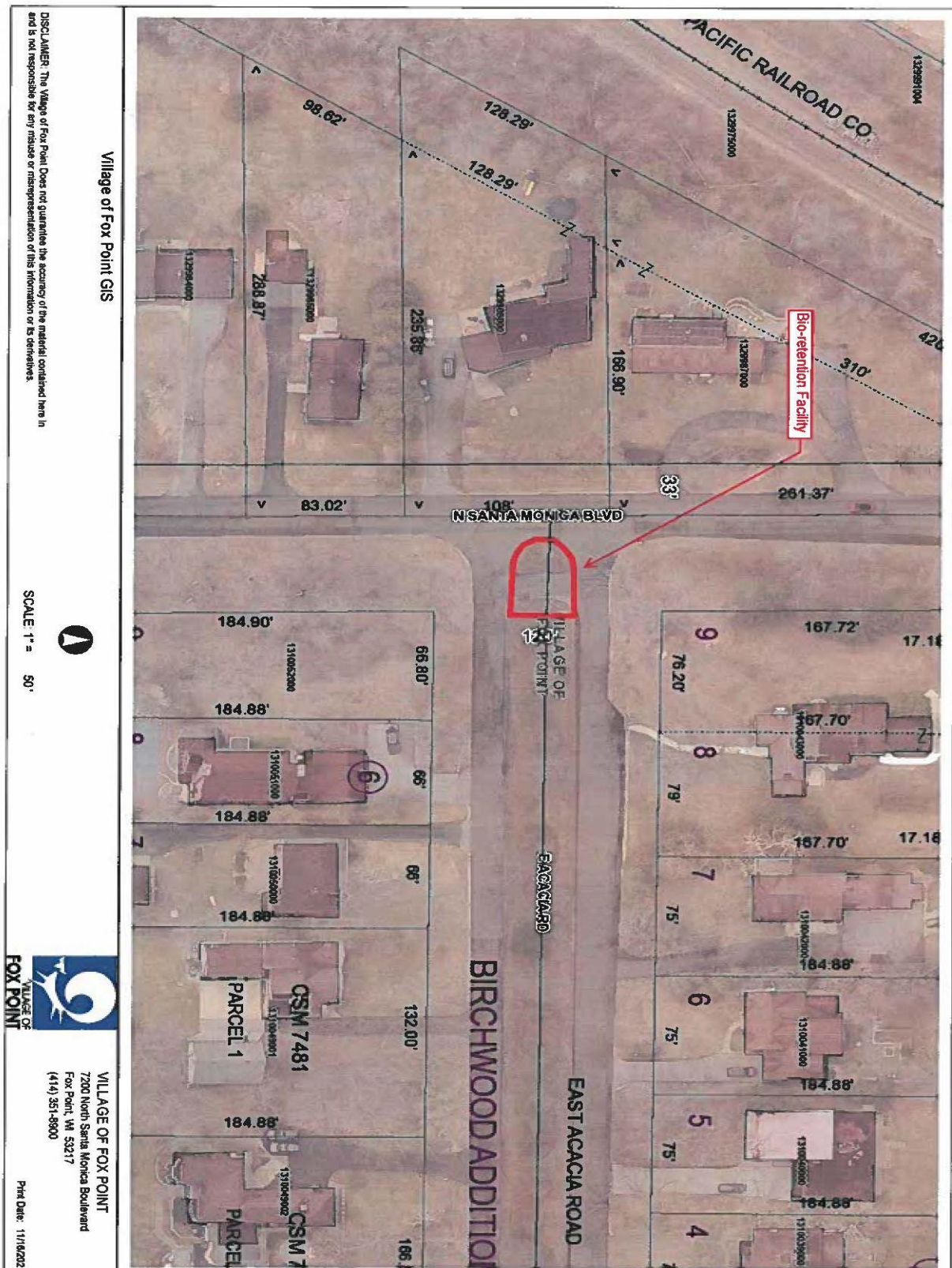
Date: _____

Date: _____

Approved as to Form

By: _____
Attorney for the District

Exhibit A Green Infrastructure Location





VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager *SWB*
Date: March 1, 2022
Re: Acceptance of Amendment No. 3 from MSA for the Beach Drive Coastal Resiliency and Water Main Project

MSA was retained to perform the design services for the Beach Drive coastal resiliency project. Prior amendments to the contract included obtaining geotechnical borings along the southern stretch of Beach Drive as well as the preparation of a water main design (among other items) along the northern stretch of Beach Drive. As MSA has gotten into the design for the project, they have determined that geotechnical borings are also needed for the northern stretch of Beach Drive.

They have obtained a quote from Terracon in the amount of \$5,300 to perform five borings and are passing that cost through without any additional markup to the Village. Understanding the geology and hydrogeology along the northern stretch of Beach Drive is important as they prepare the water main design. The cost to perform the five borings is quite reasonable and, therefore, it is my recommendation that the Village Board accept Amendment No. 3 from MSA in an amount not to exceed \$5,300 and authorize the Village President and Village Clerk/Treasurer to sign the amendment on behalf of the Village.



Amendment No. 3

**To: Village of Fox Point
Douglas H. Frazer
7200 N Monica Blvd.
Fox Point, WI 53217**

Date of Issuance: 2/28/2022

MSA Project No.: R17951003

This is an amendment to the Agreement dated March 22, 2021 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: Design, Engineering Services of Beach Drive Coast Resiliency Project

The project scope has changed due to: Requesting for work to be completed under MSA's agreement.

The scope of the work authorized is: See attached scope for soil borings as determined for watermain replacement project.

The schedule to perform the work is: Approximate Start Date: 3/15/22
Approximate Completion Date: 5/15/22

The lump sum fee for the work is: \$5,300.00

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a lump sum plus reimbursable basis. A list of reimbursable expenses is included on the attached rate schedule.

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

VILLAGE OF FOX POINT

Douglas H. Frazer
Village President
Date: _____

Attest: City/Township/Village Clerk (WI Only)

Clerk Name: _____
Date: _____

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

MSA PROFESSIONAL SERVICES, INC.

Joseph M. DeYoung, P.E.
Project Manager
Date: 2/28/22

1702 Pancratz Street
Madison, WI 53704
Phone: 608-242-6646

ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$115 – \$175/hr.
Clerical	\$ 80 – \$125/hr.
CAD Technician	\$ 95 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$146/hr.
Housing Administration	\$ 82 – \$125/hr.
Hydrogeologists	\$127 – \$160/hr.
Planners	\$ 90 – \$180/hr.
Principals.....	\$175 – \$369/hr.
Professional Engineers	\$ 92 – \$200/hr.
Project Manager	\$ 150 – \$242/hr.
Professional Land Surveyors	\$ 87 – \$180/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians	\$ 70 – \$132/hr.
Wastewater Treatment Plant Operator.....	\$ 80 – \$ 100/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.15/sq.in.
Flash Drive	\$10
GPS Equipment	\$28/hour
Laser Level.....	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement (currently \$0.56/mile)	Rate set by Fed. Gov.
Mileage – MSA Vehicle	\$35 + \$0.30 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment.....	\$37/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until December 25, 2021.



February 10, 2022

MSA Professional Services
1702 Pankratz Street
Madison, WI 53704

Attn: Mr. Joe DeYoung
P: (608) 242-6646
E: Jdeyoung@msa-ps.com

Re: Proposal for Geotechnical Engineering Services
Proposed Beach Drive Water Main Installation
N Beach Drive
Fox Point, WI
Terracon Proposal No. P58225009

Dear Mr. DeYoung:

We appreciate the opportunity to submit this proposal to MSA Professional Services to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data

Our base fee to perform the scope of services described in this proposal is **\$5,300**. Please note that this base fee does not include any permitting or private utility locate costs. Private utilities are not anticipated within the planned boring areas since they are within the road right of way, however, Terracon should be notified if any private utilities in these areas are known. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Task Order to our office.

Sincerely,
Terracon Consultants, Inc.

Catherine T. Vnuk, P.E.
Senior Staff Engineer

Paul J. Koszarek, P.E.
Geotechnical Department Manager

Terracon Consultants, Inc. 9856 South 57th Street Franklin, Wisconsin
P [414] 423 0255 F [414] 423 0566 terracon.com

Reference Number: P58225009

MASTER SERVICES AGREEMENT

TASK ORDER

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 11/04/2004 between MSA Professional Services Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Beach Drive Water Main Installation project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 02/10/2022 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

ProjectInformationText

2. Scope of Services

The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

ScopeOfServiceText

3. Compensation

Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

CompensationText

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**

By: _____ Date: **2/10/2022**

Name/Title: **Paul J Koszarek / Department Manager**

Address: **9856 S 57th St**
Franklin, WI 53132-8680

Phone: **(414) 423-0255** Fax: **(414) 423-0566**

Email: **Paul.Koszarek@terracon.com**

Client: **MSA Professional Services Inc**

By: _____ Date: _____

Name/Title: **Joe DeYoung / Team Leader**

Address: **1702 Pankratz Street**
Madison, WI 53704

Phone: **(608) 242-** Fax: _____

Email: _____

Proposal for Geotechnical Engineering Services

Proposed Beach Drive Water Main Installation ■ Fox Point, WI

February 10, 2022 ■ Terracon Proposal No. P58225009

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of services is based on our understanding of the project as described by MSA Professional Services and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. We request the design team verify this information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located along Beach Drive, beginning approximately 3,000 feet north of its intersection with the portion of N Beach drive extending east off N Lake Drive, and continuing about 1,400 feet north along N Beach drive from that point in Fox Point, WI. (See Exhibit D)
Existing Improvements	The existing improvements in the area of the planned water main project consist of the paved N Beach Dr roadway. Along the project route, N Beach drive is a two-lane, asphalt paved, low volume 25 mph residential road, without curb or gutter. Narrow gravel shoulders exist along some portions of the road, however, most of the shoulder along the project route consists of grass.
Existing Topography	Elevations were not provided at the time of this proposal; however, based on the elevations from Google Earth, N Beach Road generally slopes upward to the north with approximately 10 feet of relief.
Site Access	We expect the site, and all exploration locations, are accessible with our ATV-mounted drilling equipment.

Planned Construction

Item	Description
Information Provided	A verbal request for proposal and description the site location. A verbal description of preferred boring locations and depths was also provided.

Proposal for Geotechnical Engineering Services

Proposed Beach Drive Water Main Installation ■ Fox Point, WI

February 10, 2022 ■ Terracon Proposal No. P58225009

Item	Description
Project Description	A portion of an existing a north-south running water main is being re-routed from its existing location below several private properties, to its new route following N Beach Drive as it bumps out east toward the lake around these private properties. It is understood that the new water main is planned to be installed using trenchless methods (such as jack & bore) and will be installed no greater than 10 feet below existing grades. The client noted that bore pits excavated for the installation will likely be located at the four corners along the project route on N Beach Drive. It is anticipated that the bore pit will be sloped back and that sheet pile walls are not planned. We have chosen shallow boring depths which would not be deep enough to provide sheet pile wall recommendations.
Grading/Slopes	It is anticipated that finished surface grades along the alignments will not change.

Proposal for Geotechnical Engineering Services

Proposed Beach Drive Water Main Installation ■ Fox Point, WI

February 10, 2022 ■ Terracon Proposal No. P58225009

EXHIBIT B – SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

As requested, the field exploration program consists of the following:

Boring/Core Locations	Planned Boring Depth (feet) ¹	Planned Location
B-1 through B-5	15 or auger refusal	Water Main Installation Route/Bore Pits

1. Below ground surface

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized if available for more accurate boring locations. If available, approximate elevations are obtained by interpolation from a site specific, surveyed topographic map, or can be provided by the client from the boring locations.

Subsurface Exploration Procedures: We advance soil borings with an ATV-mounted drill rig using continuous flight augers (hollow stem). Four samples are obtained in the upper 10 feet of each boring and then every 5 feet thereafter until termination depth of the borings. Soil sampling is typically performed using split-barrel sampling procedures. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling. No rock coring is included within the scope of this project.

Our exploration team prepares field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We backfill borings with bentonite chips or auger cuttings as appropriate after completion. Road surfaces will be patched with quick set concrete. Our services do not include repair of the site beyond backfilling and surface patching our boreholes. Excess auger cuttings are dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes are checked periodically and

Proposal for Geotechnical Engineering Services

Proposed Beach Drive Water Main Installation ■ Fox Point, WI

February 10, 2022 ■ Terracon Proposal No. P58225009

backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Laboratory Testing

Our limited laboratory testing program will include examination of soil samples by an engineer, pocket penetrometer readings which estimate undrained shear strength, and moisture content. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Safety

Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

We anticipate that work along this low-volume and low-speed roadway can be conducted without the use of flaggers; therefore, traffic control will therefore consist of cones and signs around and before the rig allowing for self-regulating traffic. Please contact us if your understanding of project requirements suggests otherwise.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Diggers Hotline. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Due to the borings being completed within the road right of way, it is not anticipated that privately owned utility lines will be present at the boring locations. Therefore, fees for private utility locator have not been included in this proposal. If information regarding the presence of private utility lines is known, it must be discussed with Terracon so that location of said utilities can be arranged.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services. It is understood that a EOW excavation permit will be required, however, all permit fees will be waived. Therefore, administrative time for completing the permit application have been included in our fees, summarized in **Exhibit C**.

Proposal for Geotechnical Engineering Services

Proposed Beach Drive Water Main Installation ■ Fox Point, WI

February 10, 2022 ■ Terracon Proposal No. P58225009

Engineering and Project Delivery

Results of our field and laboratory programs are evaluated by a professional engineer. The engineer develops a geotechnical site characterization, performs the engineering calculations necessary to evaluate foundation alternatives, and develops appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport** system. Upon initiation, we will provide you and your design team with the necessary link and password to access the website (if not previously registered). Each project will include a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The delivery process will include two basic stages:

- Project Planning – Proposal information, schedule and anticipated exploration plan posted for review and verification
- Site Characterization – Findings of the site exploration

When utilized, a collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed final geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and final report are maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

We will provide a summary letter including the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after completion drilling
- Site and Boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions including pavement section N Beach Dr
- Subgrade preparation/earthwork recommendations including possible dewatering
- General trenchless installation recommendations

Proposal for Geotechnical Engineering Services

Proposed Beach Drive Water Main Installation ■ Fox Point, WI

February 10, 2022 ■ Terracon Proposal No. P58225009



EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, and Geotechnical Report	\$5,300

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service ¹	TBD	
Construction Materials Testing Services	TBD	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated with permitting, site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the *Task Order* form.

Project Schedule

We developed a schedule to complete the scope of services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Proposal for Geotechnical Engineering Services

Proposed Beach Drive Water Main Installation ■ Fox Point, WI

February 10, 2022 ■ Terracon Proposal No. P58225009

GeoReport Stage	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	4 days
Site Characterization	10 to 15 days
Geotechnical Engineering	15 to 25 days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport** website with specific, anticipated calendar dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D - SITE LOCATION AND NEARBY GEOTECHNICAL DATA

Proposed Beach Drive Water Main Installation ■ Fox Point, WI

February 10, 2022 ■ Terracon Proposal No. P58225009

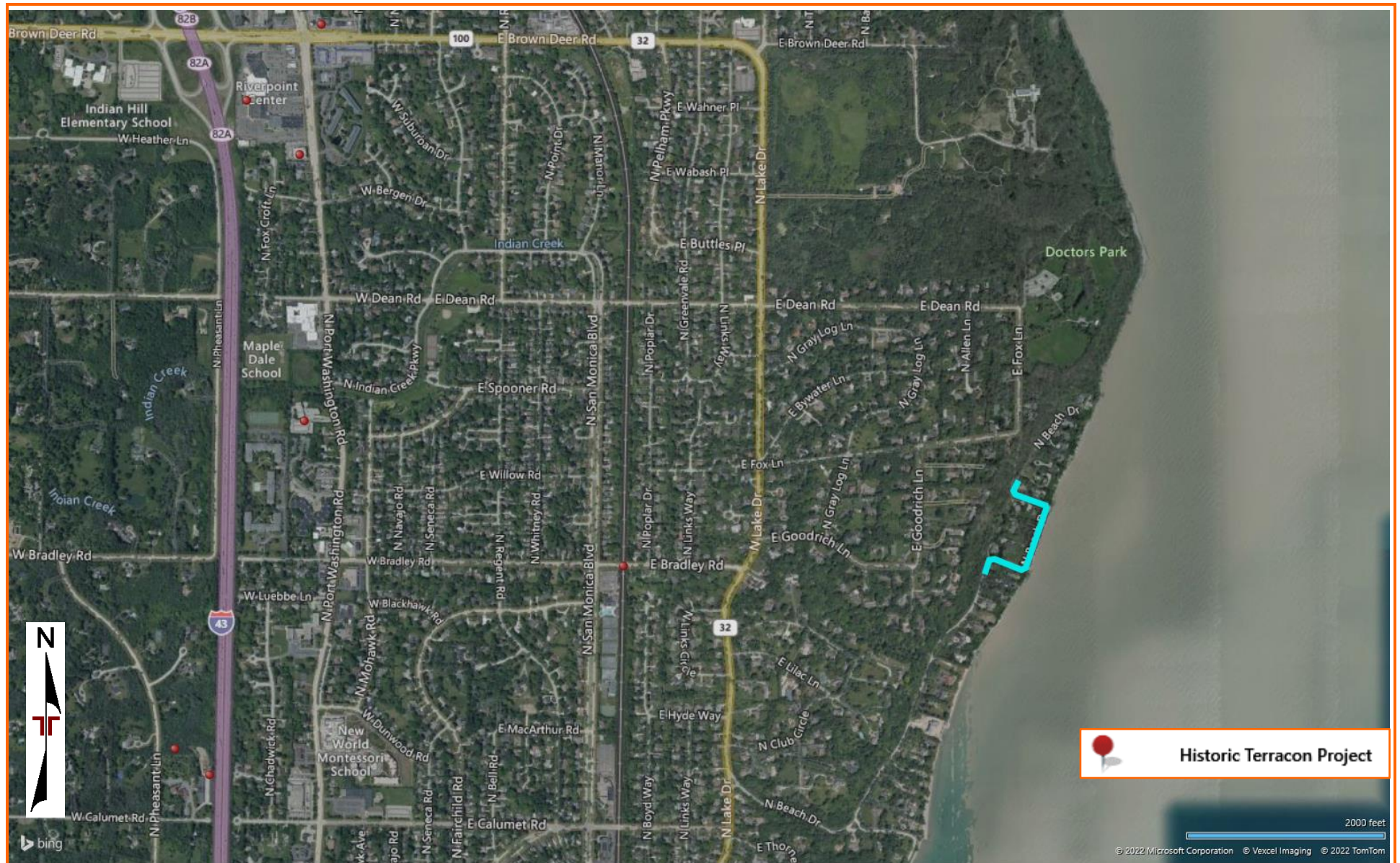


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – EXPLORATION PLAN

Proposed Beach Drive Water Main Installation ■ Fox Point, WI
February 10, 2022 ■ Terracon Proposal No. P58225009

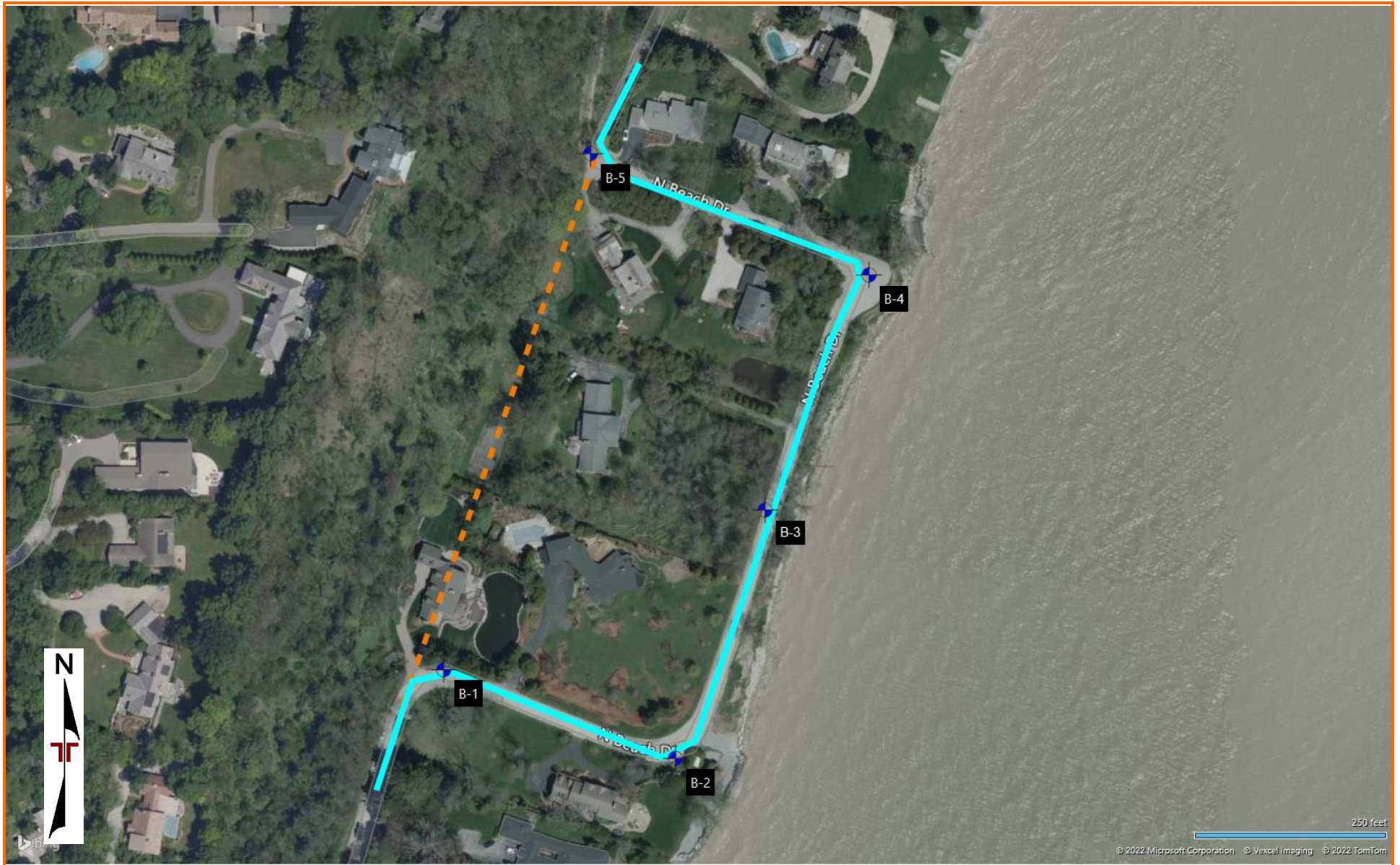


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Proposal for Geotechnical Engineering Services

Proposed Beach Drive Water Main Installation ■ Fox Point, WI
February 10, 2022 ■ Terracon Project No. XXXXXXXX



VILLAGE OF FOX POINT

ARBOR DAY PROCLAMATION



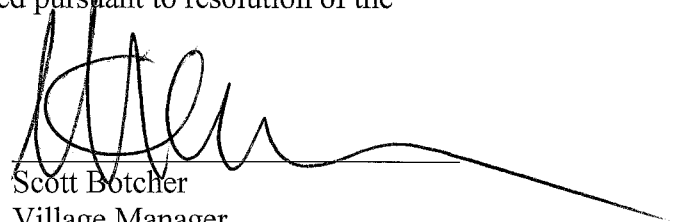
- WHEREAS; April 29, 2022, marks the 150th Anniversary of Arbor Day, the 139th year of celebration by Wisconsin school children; and
- WHEREAS; the Village of Fox Point has been recognized as a TREE CITY USA for **33** consecutive years by the National Arbor Day Foundation and desires to continue its tree-planting ways; and
- WHEREAS; trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- WHEREAS; trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- WHEREAS; trees in our Village increase property values, enhance the economic vitality of commercial areas, and beautify our community; and
- WHEREAS; trees, wherever they are planted, are a source of joy and spiritual renewal,
- NOW THEREFORE; The Village Board of Fox Point does hereby proclaim Friday, April 29th, 2022 as



- in the Village of Fox Point, and urges all citizens to support the efforts to protect our trees and woodlands and to support our Village's urban forestry program; and
- FURTHER; the Village Board urges all citizens to plant and care for trees to gladden hearts and promote the well-being of present and future generations.
- DATED this _____ day of _____ in the year _____

Village President _____
Douglas H. Frazer

This is to certify that the attached is true and correct list of bills due for a period from February 1-28, 2022, in the total amount of \$362,011.69. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.



Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on March 8, 2022.

Douglas H. Frazer
Village President

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

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	MARCH 2022	LIFE INSURANCE	02/10/2022	804.54	02/11/2022
Total 10-21520 GROUP LIFE:					804.54	
10-21521 SUPPLEMENTAL PLANS						
18	SECURIAN FINANCIAL GROUP I	FEB 2022	ACCIDENTAL	02/03/2022	81.08	02/04/2022
18	SECURIAN FINANCIAL GROUP I	JANUARY 2022	ACCIDENTAL	02/01/2022	81.08	02/02/2022
Total 10-21521 SUPPLEMENTAL PLANS:					162.16	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0203222	Deferred Comp NORTH SHORE	02/02/2022	1,860.00	02/04/2022
375	NORTH SHORE BANK, FSB	PR0217222	Deferred Comp NORTH SHORE	02/16/2022	1,860.00	02/18/2022
814	GREAT-WEST TRUST COMPAN	PR0203221	Deferred Comp WI DEFER - PRE	02/02/2022	4,531.83	02/04/2022
814	GREAT-WEST TRUST COMPAN	PR0203221	Deferred Comp WI DEFER - RO	02/02/2022	986.92	02/04/2022
814	GREAT-WEST TRUST COMPAN	PR0217221	Deferred Comp WI DEFER - PRE	02/16/2022	4,556.83	02/18/2022
814	GREAT-WEST TRUST COMPAN	PR0217221	Deferred Comp WI DEFER - RO	02/16/2022	1,036.92	02/18/2022
101991	VANTAGEPOINT TRANSFER AG	PR0203221	Deferred Comp ICMA-PRETAX	02/02/2022	1,016.43	02/04/2022
101991	VANTAGEPOINT TRANSFER AG	PR0217221	Deferred Comp ICMA-PRETAX	02/16/2022	1,016.43	02/18/2022
Total 10-21530 DEFERRED COMPENSATION:					16,865.36	
10-21540 GARNISHMENT						
797	WI SCTF	02/04/2022	REMIT 217318 CASE PIN 217318	02/03/2022	149.60	02/04/2022
797	WI SCTF	02/18/2022	REMIT 217318 CASE PIN 217318	02/17/2022	149.60	02/18/2022
Total 10-21540 GARNISHMENT:					299.20	
10-44120 LIQUOR/TOBACCO LICENSES						
727	WI DEPT. OF JUSTICE	20220131Town	BARTENDER	02/04/2022	7.00	02/11/2022
727	WI DEPT. OF JUSTICE	20220222GULIG	BARTENDER	02/23/2022	7.00	02/25/2022
Total 10-44120 LIQUOR/TOBACCO LICENSES:					14.00	
10-44500 ESTATE SALES PERMIT						
4536	LEGACIES, LTD.	01/21/2022	7481 BEACH DR	02/02/2022	500.00	02/04/2022
Total 10-44500 ESTATE SALES PERMIT:					500.00	
10-45100 FINES/FORFEITURES						
2015	CULLIGAN-FLACK, LEAH	02/16/2022	OVERPAYMENT CITATION	02/17/2022	37.00	02/18/2022
Total 10-45100 FINES/FORFEITURES:					37.00	
10-51200-310 SUPPLIES/EXPENSES						
1072	WISCONSIN SUPREME COURT	680-0000000657	CONTINUING EDUCATION	02/07/2022	700.00	02/11/2022
Total 10-51200-310 SUPPLIES/EXPENSES:					700.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	JAN 2022	DRIVER SUR/JAIL FEE	02/04/2022	384.10	02/11/2022
552	WISCONSIN, STATE OF - COUR	JAN 2022	JANUARY	02/04/2022	894.58	02/11/2022
Total 10-51200-395 COUNTY COURT FEES:					1,278.68	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	6570-2021	VILLAGE ATTORNEY	12/31/2021	2,269.20	02/04/2022

VILLAGE OF FOX POINT

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535	MUNICIPAL LAW & LITIGATION	6570-2022	VILLAGE ATTORNEY	02/03/2022	4,165.40	02/04/2022
Total 10-51300-218 VILLAGE ATTORNEY:					6,434.60	
10-51300-219 VILLAGE PROSECUTOR						
965	PADWAY & PADWAY LTD	2/2/22 2022	PROSECUTOR	02/10/2022	515.00	02/11/2022
965	PADWAY & PADWAY LTD	2/2/22-2021	PROSECUTOR	12/31/2021	37.50	02/11/2022
Total 10-51300-219 VILLAGE PROSECUTOR:					552.50	
10-51410-310 SUPPLIES/ MISC EXPENSES						
1766	CONFLUENCE GRAPHICS	74282	BUSINESS CARDS	12/31/2021	40.00	02/18/2022
Total 10-51410-310 SUPPLIES/ MISC EXPENSES:					40.00	
10-51420-321 PROFESSIONAL DUES/MEETINGS						
5645	CNA SURETY	65756109N	BOND RENEWAL	02/11/2022	30.00	02/18/2022
Total 10-51420-321 PROFESSIONAL DUES/MEETINGS:					30.00	
10-51440-310 SUPPLIES/EXPENSES						
774	ELECTION SYSTEMS & SOFTW	CD2015653	PAPER	01/31/2022	46.55	02/02/2022
Total 10-51440-310 SUPPLIES/EXPENSES:					46.55	
10-51520-213 VILLAGE AUDIT						
194	BAKER TILLY VIRCHOW KRAUS	BT1966672	AUDIT	12/31/2021	2,806.00	02/18/2022
Total 10-51520-213 VILLAGE AUDIT:					2,806.00	
10-51520-321 PROFESSIONAL DUES/MEETINGS						
2678	MTAW	2022	DUES CARTHELL	02/02/2022	60.00	02/04/2022
4697	UW-GREEN BAY	2022 Carthell	DUES-CARTHELL, MARY (WGF	02/02/2022	25.00	02/04/2022
Total 10-51520-321 PROFESSIONAL DUES/MEETINGS:					85.00	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	160575	MONTHLY CONTRACT	01/31/2022	2,789.96	02/02/2022
5778	OFFICE COPYING EQUIPMENT	AR156538	VLG HALL COPIES	12/31/2021	116.78	02/11/2022
Total 10-51530-210 CONTRACT SERVICES:					2,906.74	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	30877629	MONTHLY COPIER	02/02/2022	232.00	02/04/2022
405	PITNEY BOWES INC.	3315201389	QUARTERLY FEES	02/14/2022	480.57	02/18/2022
477	TAYLOR COMPUTER SERVICES	22868	MANAGED SERVICES	02/17/2022	1,022.10	02/18/2022
477	TAYLOR COMPUTER SERVICES	22908	MICROSOFT ANNUAL	02/17/2022	2,580.00	02/18/2022
789	DO IT NOW CLEANING LLC	394	MONTHLY CLEANING	02/02/2022	1,583.37	02/04/2022
905	MARCO TECHNOLOGIES, LLC	INV9333050	CHANGE ORDER VH	12/31/2021	450.00	02/11/2022
2028	GENERAL CODE	PG000027573	MAINTENANCE	12/31/2021	2,811.91	02/02/2022
Total 10-51600-210 CONTRACT SERVICES:					9,159.95	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	01/25/2021	0702787382-00002	01/25/2021	1,496.11	02/04/2022
Total 10-51600-220 GAS-HEAT:					1,496.11	

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/25/2021	0702787382-00002	01/25/2021	1,463.13	02/04/2022
Total 10-51600-221 ELECTRIC UTILITIES:					1,463.13	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	280642606	87619173	02/09/2022	.34	02/11/2022
5312	AT & T- VILLAGE	01/22/2022	414 351-8909 758 7	02/03/2022	63.50	02/04/2022
Total 10-51600-222 TELEPHONE UTILITIES:					63.84	
10-51600-231 ELEVATOR MAINTENANCE						
733	NATIONAL ELEVATOR INSPECTI	RI 22003477	INSPECTION	02/16/2022	88.00	02/18/2022
Total 10-51600-231 ELEVATOR MAINTENANCE:					88.00	
10-51600-234 VILLAGE HALL MAINTENANCE						
502	VILLAGE HARDWARE - VH	215300/1	MISC CLEANING	02/07/2022	35.95	02/11/2022
742	NELCO ELECTRIC INC	19721	REPAIR	02/16/2022	561.20	02/18/2022
892	SPECTRUM	02/07/2022	8348 10 012 0042231 VLG	02/16/2022	8.76	02/18/2022
904	CKC GRAPHICS & SIGNS	5154	VINYL	02/16/2022	95.00	02/18/2022
1710	UP NORTH SERVICES	4184	PEST CONTROL VLG	02/23/2022	50.00	02/25/2022
1751	ACTION HEATING COOLING & P	53542	REPAIRS VLG	01/31/2022	2,300.00	02/04/2022
2014	BASSETT MECHANICAL	652101P	REPAIR PIPING	02/17/2022	2,976.00	02/18/2022
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					6,026.91	
10-51700-510 INSURANCE						
1658	R & R INSURANCE SERVICES, I	2601221	RMC ANNUAL FEE	02/17/2022	250.00	02/18/2022
Total 10-51700-510 INSURANCE:					250.00	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	25	HEALTH INSURANCE REIMBUR	02/01/2022	761.45	02/02/2022
433	RESNICK, AMY	JAN 2022	HEALTH INSURANCE REIMBUR	02/01/2022	761.45	02/02/2022
435	RIES, DANIEL	41	HEALTH	02/01/2022	866.09	02/02/2022
435	RIES, DANIEL	JAN 2022	HEALTH/SUPP PAY	02/01/2022	866.09	02/02/2022
446	SCHELLING JUDITH	4	REIMBURSEMENT	02/01/2022	237.80	02/02/2022
446	SCHELLING JUDITH	JAN 2022	HEALTH INSURANCE REIMB	02/01/2022	237.80	02/02/2022
548	WOJTANOWSKI, WILLIAM	9	MONTHLY DELTA VISION	02/01/2022	181.52	02/02/2022
548	WOJTANOWSKI, WILLIAM	JAN 2022	MEDICAREB/ VISION	02/01/2022	181.52	02/02/2022
638	KRIEFALL, DONALD A	69	HEALTH INSURANCE REIMBUR	02/01/2022	323.21	02/02/2022
638	KRIEFALL, DONALD A	JAN 2022	HEALTH INSURANCE REIMB	02/01/2022	323.21	02/02/2022
Total 10-51700-511 GROUP HEALTH - RETIREES:					4,740.14	
10-52100-180 RECRUITMENT						
2570	IPMA	66847	EXAMS	01/28/2022	247.00	02/02/2022
Total 10-52100-180 RECRUITMENT:					247.00	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
1710	UP NORTH SERVICES	4185	POLICE PEST CONTROL	02/18/2022	50.00	02/25/2022
5152	JAMES IMAGING SYSTEMS, IN	1157841	MONTHLY PD	02/18/2022	77.83	02/25/2022
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					127.83	

VILLAGE OF FOX POINT

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10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	01/25/2021	0702787382-00008	01/25/2021	1,436.78	02/04/2022
536	WE-ENERGIES	02/08/2022	0702787382-00008	02/16/2022	1,827.01	02/18/2022
Total 10-52100-220 GAS UTILITIES:					3,263.79	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/25/2021	0702787382-00015	01/25/2021	40.61	02/04/2022
Total 10-52100-221 ELECTRIC UTILITIES:					40.61	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	20220101OTA	8348 10 012 0041845 POLICE	01/31/2022	17.51	02/02/2022
892	SPECTRUM	20220131OTA	8348 10 012 0041845 POLICE	02/16/2022	17.51	02/18/2022
2136	VERIZON WIRELESS	9898829473	786223225-00001 POLICE	02/18/2022	289.58	02/25/2022
2691	CENTURYLINK-BUSINESS SVC.	280642606	87619173	02/09/2022	.34	02/11/2022
2973	TIME WARNER CABLE	70433001020122	070433001	02/16/2022	909.32	02/18/2022
5312	AT & T- VILLAGE	01/22/2022	414 351-8909 758 7	02/03/2022	39.69	02/04/2022
Total 10-52100-222 TELEPHONE UTILITIES:					1,273.95	
10-52100-233 EQUIPMENT MAINTENANCE						
503	VILLAGE HARDWARE - DPS	215059	MISC	01/27/2022	26.46	02/02/2022
2890	RACINE COUNTY LINE RIFLE C	2021-FPPD-B-01	RANGE	12/31/2021	200.00	02/02/2022
5839	LEXISNEXIS	1246411-20220131	MONTHLY	02/16/2022	30.00	02/18/2022
Total 10-52100-233 EQUIPMENT MAINTENANCE:					256.46	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	215105	MISC	01/28/2022	7.73	02/02/2022
Total 10-52100-234 BUILDING MAINTENANCE:					7.73	
10-52100-310 SUPPLIES/EXPENSES						
2161	MID-STATES ORG. CRIME INFO	93105-1009	ANNUAL DUES	01/31/2022	150.00	02/02/2022
2214	MCLEEA	2022-005	DUES	01/28/2022	135.00	02/02/2022
Total 10-52100-310 SUPPLIES/EXPENSES:					285.00	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1546668	DUBNICKA	12/31/2021	304.94	02/02/2022
473	STREICHER'S	1549678	GABRIELSE	02/04/2022	139.93	02/11/2022
473	STREICHER'S	1550286	HANNA	02/16/2022	85.00	02/18/2022
473	STREICHER'S	1550290	PAUL	02/16/2022	96.99	02/18/2022
473	STREICHER'S	1553175	WIESMUELLER	02/23/2022	104.98	02/25/2022
909	THE UNIFORM SHOPPE OF GR	318082	GABRIELSE	01/27/2022	37.90	02/02/2022
1294	Galls, LLC,-	20348109	HUBER	02/16/2022	93.49	02/18/2022
1294	Galls, LLC,-	20348128	HUBER	02/16/2022	104.47	02/18/2022
Total 10-52100-330 CLOTHING ALLOWANCE:					967.70	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2866628	POLICE 10586-10586	01/28/2022	165.19	02/02/2022
Total 10-52100-334 JANITORIAL SUPPLIES:					165.19	
10-52100-351 DARE FUND PURCHASES						
5784	CREATIVE PRODUCT SOURCIN	143707	DARE T SHIRTS	02/04/2022	424.77	02/11/2022

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Total 10-52100-351 DARE FUND PURCHASES:					424.77	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	139989	GIS DATA MAINT	12/31/2021	869.75	02/11/2022
Total 10-53100-233 GIS MAINTENANCE:					869.75	
10-53200-400 MATERIALS						
327	MENARD'S - MILWAUKEE	44382	POST	02/15/2022	295.84	02/18/2022
1800	MENARD'S - GERMANTOWN	18657	MISC GENERAL	02/03/2022	73.74	02/04/2022
Total 10-53200-400 MATERIALS:					369.58	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	02/9/2022	0702787382-00013	02/14/2022	17.36	02/18/2022
536	WE-ENERGIES	2/4/22	0702787382-00001	02/10/2022	206.16	02/11/2022
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					223.52	
10-53300-405 STREET MATERIALS						
1800	MENARD'S - GERMANTOWN	18657	MISC GENERAL	02/03/2022	62.88	02/04/2022
Total 10-53300-405 STREET MATERIALS:					62.88	
10-53310-400 MATERIALS						
2830	COMPASS MINERALS	937798	SEASON FILL	01/31/2022	14,992.23	02/04/2022
Total 10-53310-400 MATERIALS:					14,992.23	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	02/9/2022	0702787382-00005	02/14/2022	15.35	02/18/2022
536	WE-ENERGIES	2/14/22	0702787382-00003	02/18/2022	18.56	02/25/2022
536	WE-ENERGIES	2/14/22	0702787382-00016	02/18/2022	15.89	02/25/2022
Total 10-53400-221 BUS STOP-ELECTRIC:					49.80	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000676-1996-5	MSW	02/09/2022	6,993.79	02/11/2022
Total 10-53630-370 LANDFILL FEES:					6,993.79	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0063533-2286-7	YARDWASTE	02/01/2022	152.01	02/02/2022
1298	WASTE MANAGEMENT OF WI-M	0063613-2286-1	YARDWASTE	02/09/2022	192.00	02/11/2022
Total 10-53642-400 MATERIALS:					344.01	
10-53700-300 MISCELLANEOUS EXPENSE						
1074	MATHESON TRI-GAS, INC	51917818	ARGON	02/16/2022	34.10	02/18/2022
2241	ITU ABSORB TECH, INC	7845568	SHOP	01/31/2022	11.71	02/04/2022
2241	ITU ABSORB TECH, INC	7849851	SHOP	01/31/2022	11.71	02/04/2022
2241	ITU ABSORB TECH, INC	7853999	SHOP	02/07/2022	11.71	02/11/2022
2241	ITU ABSORB TECH, INC	7858188	SHOP	02/16/2022	11.71	02/18/2022
2241	ITU ABSORB TECH, INC	7862228	SHOP	02/23/2022	11.71	02/25/2022
3292	OSI ENVIROMENTAL INC.	7019525	SOLVANT	01/31/2022	163.00	02/04/2022

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Total 10-53700-300 MISCELLANEOUS EXPENSE:					255.65	
10-53700-341 REPAIR PARTS						
43	AUTO PARTS & SERVICE	858406	MISC	01/31/2022	130.30	02/04/2022
43	AUTO PARTS & SERVICE	859219	SOLUTION	02/07/2022	18.90	02/11/2022
43	AUTO PARTS & SERVICE	859643	MISC	02/16/2022	9.78	02/18/2022
52	BRAKE & EQUIPMENT	652205	BLADES	01/31/2022	194.77	02/04/2022
362	GRIFFIN CHEVROLET	1008887	PARTS	02/23/2022	237.46	02/25/2022
547	ROLAND MACHINERY	40105585	LUBE SPIN	02/16/2022	102.67	02/18/2022
631	FACTORY MOTOR PARTS	160-127641	PARTS	02/07/2022	12.12	02/11/2022
631	FACTORY MOTOR PARTS	160-127642	PARTS	02/07/2022	69.04	02/11/2022
631	FACTORY MOTOR PARTS	160-127902	BRAKE PADS	02/07/2022	23.99	02/11/2022
631	FACTORY MOTOR PARTS	50-3706543	PARTS	02/07/2022	13.14	02/11/2022
631	FACTORY MOTOR PARTS	50-3725049	FILTER	02/23/2022	6.33	02/25/2022
665	LAKESIDE INTERNATIONAL TR	1356240P	MISC	01/31/2022	123.78	02/04/2022
665	LAKESIDE INTERNATIONAL TR	1356415P	MISC	01/31/2022	89.02	02/04/2022
863	ENERGENECS, INC.	0043582-IN	LABOR/TRIP	02/23/2022	935.00	02/25/2022
1405	JX PETERBUILT- WAUKESHA	12160144P CREDIT	CREDITS	12/31/2021	282.89-	02/02/2022
1405	JX PETERBUILT- WAUKESHA	12163724P	PARTS	12/31/2021	261.21	02/02/2022
1405	JX PETERBUILT- WAUKESHA	12173399P	PARTS	01/31/2022	24.83	02/02/2022
1405	JX PETERBUILT- WAUKESHA	12174344P	DOOR HANDLE/LATCH	02/16/2022	223.93	02/18/2022
1405	JX PETERBUILT- WAUKESHA	12174977P	DOOR ASSEMBLY	02/16/2022	249.41	02/18/2022
1405	JX PETERBUILT- WAUKESHA	12175220P	DOOR PARTS	02/16/2022	179.03	02/18/2022
2000	DAVES WELDING	62163	FABRICATION	02/16/2022	1,243.59	02/18/2022
2968	FAIRCHILD EQUIPMENT	K93169	PARTS	01/31/2022	528.68	02/04/2022
3259	HYQUIP, LLC- WAUKESHA	00476740	HOSE ASSEMB	02/16/2022	116.75	02/18/2022
4389	BOBCAT PLUS, INC.	IB16120	FILTER	02/07/2022	15.61	02/11/2022
102169	TRUCK COUNTRY OF WISCON	X207045976:01	MISC PARTS	02/16/2022	60.32	02/18/2022
Total 10-53700-341 REPAIR PARTS:					4,586.77	
10-53700-343 FUEL						
1337	HERBST OIL, INC	79775	FUEL	01/31/2022	2,137.00	02/04/2022
1337	HERBST OIL, INC	79776	FUEL	01/31/2022	1,499.04	02/04/2022
1337	HERBST OIL, INC	80183	FUEL	02/07/2022	1,963.93	02/11/2022
1337	HERBST OIL, INC	80184	FUEL	02/07/2022	1,568.47	02/11/2022
1337	HERBST OIL, INC	80383	FUEL	02/23/2022	2,056.23	02/25/2022
1337	HERBST OIL, INC	80384	FUEL	02/23/2022	2,790.41	02/25/2022
Total 10-53700-343 FUEL:					12,015.08	
10-53700-344 OIL						
1636	PLYMOUTH LUBRICANTS	6188803	OIL	01/31/2022	923.58	02/04/2022
Total 10-53700-344 OIL:					923.58	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	01/25/2021	0702787382-00002	01/25/2021	1,496.10	02/04/2022
Total 10-53800-220 GAS UTILITIES:					1,496.10	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/25/2021	0702787382-00002	01/25/2021	1,463.14	02/04/2022
Total 10-53800-221 ELECTRIC UTILITIES:					1,463.14	

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10-53800-222 TELEPHONE UTILITIES						
5312	AT & T- VILLAGE	01/22/2022	414 351-8909 758 7	02/03/2022	55.57	02/04/2022
Total 10-53800-222 TELEPHONE UTILITIES:					55.57	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9898584123	787000169-00001	02/01/2022	192.48	02/25/2022
Total 10-53800-224 CELL PHONES:					192.48	
10-53800-300 MISCELLANEOUS EXPENSE						
297	MAJESTIC ENGRAVING CORP.	61353	NAME PLATE	01/25/2022	35.00	02/04/2022
2241	ITU ABSORB TECH, INC	7845570	DPW	01/31/2022	27.23	02/04/2022
2241	ITU ABSORB TECH, INC	7849853	DPW	01/31/2022	27.23	02/04/2022
2241	ITU ABSORB TECH, INC	7854001	DPW	02/07/2022	27.23	02/11/2022
2241	ITU ABSORB TECH, INC	7858190	TOWELS/MATS	02/16/2022	213.31	02/18/2022
2241	ITU ABSORB TECH, INC	7862230	DPW	02/23/2022	27.23	02/25/2022
2426	MILWAUKEE JOURNAL SENTIN	0004378724	365366	12/31/2021	407.45	02/18/2022
Total 10-53800-300 MISCELLANEOUS EXPENSE:					764.68	
10-53900-324 DRUG TESTING						
902	FROEDTERT HEALTH/WORFOR	0001091-00	PHYSICAL/DRUG	02/10/2022	149.00	02/11/2022
Total 10-53900-324 DRUG TESTING:					149.00	
10-54100-214 HUMANE SOCIETY/MADACC						
619	MADACC	2057	1ST QTR OPERATING	02/03/2022	1,472.47	02/04/2022
Total 10-54100-214 HUMANE SOCIETY/MADACC:					1,472.47	
10-54100-215 CONTRACT - HEALTH						
2091	NORTH SHORE HEALTH DEPT	22-0001080	1ST QTR	02/17/2022	10,168.25	02/18/2022
Total 10-54100-215 CONTRACT - HEALTH:					10,168.25	
10-55200-435 PLAYGROUND MATERIALS						
357	MUNSON INC.	0055831	REPAIR FENCING	12/31/2021	1,497.00	02/04/2022
1800	MENARD'S - GERMANTOWN	18780	MISC GENERAL	02/07/2022	491.01	02/11/2022
Total 10-55200-435 PLAYGROUND MATERIALS:					1,988.01	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	02_2022	LX CLUB FEES	12/31/2021	100.00	02/11/2022
Total 10-55400-430 LX CLUB MATERIALS:					100.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	02/9/2022	0702787382-00011	02/14/2022	969.56	02/18/2022
Total 10-55440-220 GAS UTILITIES:					969.56	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	02/9/2022	0702787382-00010	02/14/2022	502.40	02/18/2022
Total 10-55440-221 ELECTRIC UTILITIES:					502.40	

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10-55440-450 SKATE RINK MATERIALS						
502	VILLAGE HARDWARE - VH	215138/1	LED	01/31/2022	8.99	02/04/2022
1800	MENARD'S - GERMANTOWN	18780	MISC GENERAL	02/07/2022	491.01	02/11/2022
Total 10-55440-450 SKATE RINK MATERIALS:					500.00	
10-56100-465 TREE MAINTENANCE						
846	MIDWEST ARBORIST SUPPLIES	66853	BLADE/SAW	02/07/2022	177.85	02/11/2022
846	MIDWEST ARBORIST SUPPLIES	66894	POLES	02/07/2022	251.84	02/11/2022
846	MIDWEST ARBORIST SUPPLIES	67008	BAR	02/23/2022	61.08	02/25/2022
4591	VERMEER-WISCONSIN, INC.	20253256	CHAIN SAW	02/09/2022	299.97	02/11/2022
Total 10-56100-465 TREE MAINTENANCE:					790.74	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	139989	GIS DATA MAINT	12/31/2021	4,686.50	02/11/2022
Total 21-53100-233 GIS MAINTENANCE:					4,686.50	
21-71000-400 MATERIALS						
141	DIGGERS HOTLINE	220157801	HOTLINE TICKETS	01/31/2022	53.87	02/25/2022
281	LINCOLN CONTRACTORS SUP	N77285	MARKING PAINT	01/20/2022	19.03	02/04/2022
457	SEWER EQUIPMENT CO. OF A	0000004462	PULLER	02/15/2022	2,291.18	02/18/2022
502	VILLAGE HARDWARE - VH	215088/1	MISC	01/27/2022	15.29	02/04/2022
1800	MENARD'S - GERMANTOWN	18657	MISC GENERAL	02/03/2022	19.26	02/04/2022
Total 21-71000-400 MATERIALS:					2,398.63	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	2/9/2022	0702767382-00004	02/14/2022	12.48	02/18/2022
Total 21-72000-220 GAS UTILITIES:					12.48	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	02/9/2022	0702787382-00007	02/14/2022	31.97	02/18/2022
536	WE-ENERGIES	2/9/2022	0702767382-00004	02/14/2022	148.31	02/18/2022
Total 21-72000-221 ELECTRIC UTILITIES:					180.28	
21-73000-226 MMSD CHARGES						
290	MMSD	014-22	JAN1-JAN 31	02/10/2022	36,527.98	02/11/2022
290	MMSD	325-21	NOV.-DEC.	12/31/2021	69,525.88	02/11/2022
Total 21-73000-226 MMSD CHARGES:					106,053.86	
21-73000-310 SUPPLIES/EXPENSES						
415	POSTMASTER	02/22/2022	NOV-FEB WATERBILLS	02/24/2022	386.88	02/25/2022
5873	LITHO SPECIALISTS	IS31859	LASER CARDS	02/01/2022	126.00	02/02/2022
Total 21-73000-310 SUPPLIES/EXPENSES:					512.88	
21-73000-400 MATERIALS						
50	BADGER METER, INC.	80091630	SERV UNIT	01/31/2022	75.08	02/11/2022
1766	CONFLUENCE GRAPHICS	75355	HANGERS/POSTCARDS	02/22/2022	174.82	02/25/2022
2136	VERIZON WIRELESS	9898584123	787000169-00001	02/01/2022	37.50	02/25/2022
Total 21-73000-400 MATERIALS:					287.40	

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21-75000-210 CONTRACT SERVICES						
194	BAKER TILLY VIRCHOW KRAUS	BT1966672	AUDIT	12/31/2021	598.00	02/18/2022
Total 21-75000-210 CONTRACT SERVICES:					598.00	
21-91000-575 PRIVATE LATERAL PROGRAM (MMSD)						
256	KAPUR & ASSOCIATES, INC.	111278	PPII	12/31/2021	2,734.00	02/04/2022
Total 21-91000-575 PRIVATE LATERAL PROGRAM (MMSD):					2,734.00	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
256	KAPUR & ASSOCIATES, INC.	111276	SANITARY STORM CIPP	12/31/2021	1,431.00	02/04/2022
256	KAPUR & ASSOCIATES, INC.	111280	SANITARY AND STORM OPEN	12/31/2021	5,394.00	02/04/2022
256	KAPUR & ASSOCIATES, INC.	111742	SANITARY AND STORM OPEN	02/08/2022	2,856.00	02/11/2022
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					9,681.00	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	02/9/2022	0702787382-00012	02/14/2022	9.71	02/18/2022
Total 23-55420-220 GAS UTILITIES:					9.71	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	02/9/2022	0702787382-00012	02/14/2022	16.40	02/18/2022
Total 23-55420-221 ELECTRIC UTILITIES:					16.40	
24-44440 BUILDING PLANS-FILING FEE						
1981	SUMMIT CLINICAL LABS	1.057074	BUILDING PLANS	01/11/2022	75.00	02/04/2022
Total 24-44440 BUILDING PLANS-FILING FEE:					75.00	
24-52400-210 CONTRACT SERVICES						
535	MUNICIPAL LAW & LITIGATION	6570-2022	VILLAGE ATTORNEY	02/03/2022	811.10	02/04/2022
2256	SAFEBUILT	83571-IN	INSPECTIONS	01/31/2022	271.91	02/11/2022
Total 24-52400-210 CONTRACT SERVICES:					1,083.01	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9898584123	787000169-00001	02/01/2022	35.00	02/25/2022
Total 24-52400-224 CELL PHONES:					35.00	
25-53410-400 MATERIALS						
141	DIGGERS HOTLINE	220157801	HOTLINE TICKETS	01/31/2022	53.86	02/25/2022
281	LINCOLN CONTRACTORS SUP	N77285	MARKING PAINT	01/20/2022	19.03	02/04/2022
Total 25-53410-400 MATERIALS:					72.89	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9898584123	787000169-00001	02/01/2022	30.00	02/25/2022
Total 25-53800-210 CONTRACT SERVICES:					30.00	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	139989	GIS DATA MAINT	12/31/2021	743.50	02/11/2022

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Total 25-53800-233 GIS MAINTENANCE:					743.50	
25-55410-210 CONTRACT SERVICES						
194	BAKER TILLY VIRCHOW KRAUS	BT1966672	AUDIT	12/31/2021	598.00	02/18/2022
Total 25-55410-210 CONTRACT SERVICES:					598.00	
25-55410-310 SUPPLIES/EXPENSES						
415	POSTMASTER	02/22/2022	NOV-FEB WATERBILLS	02/24/2022	386.88	02/25/2022
5873	LITHO SPECIALISTS	IS31859	LASER CARDS	02/01/2022	126.00	02/02/2022
Total 25-55410-310 SUPPLIES/EXPENSES:					512.88	
25-91500-800 WPDES COMPLIANCE PROGRAM						
221	PROPET DISTRIBUTORS INC.	137711	BAGS/ LINERS	02/09/2022	280.75	02/11/2022
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					280.75	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
256	KAPUR & ASSOCIATES, INC.	111275	GREENVALE STORM WATER	12/31/2021	5,732.22	02/04/2022
256	KAPUR & ASSOCIATES, INC.	111276	SANITARY STORM CIPP	12/31/2021	1,431.00	02/04/2022
Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					7,163.22	
25-91500-846 STORM SEWER ASSESSMENTS						
256	KAPUR & ASSOCIATES, INC.	111632	DRAINAGE STUDY	12/31/2021	4,244.00	02/11/2022
Total 25-91500-846 STORM SEWER ASSESSMENTS:					4,244.00	
40-91500-801 STREET RESURFACING						
256	KAPUR & ASSOCIATES, INC.	111274	ROAD AND UTILITY	12/31/2021	2,452.50	02/04/2022
256	KAPUR & ASSOCIATES, INC.	111741	ROAD AND UTILITY	02/08/2022	117.00	02/11/2022
Total 40-91500-801 STREET RESURFACING:					2,569.50	
40-91500-825 PROJECT MANAGEMENT						
256	KAPUR & ASSOCIATES, INC.	111247	GENERAL PROF	12/31/2021	245.00	02/04/2022
256	KAPUR & ASSOCIATES, INC.	111277	GENERAL PROF	12/31/2021	639.50	02/04/2022
Total 40-91500-825 PROJECT MANAGEMENT:					884.50	
40-91600-800 STORMWATER ROAD PROJECT						
256	KAPUR & ASSOCIATES, INC.	111274	ROAD AND UTILITY	12/31/2021	2,452.50	02/04/2022
256	KAPUR & ASSOCIATES, INC.	111281	BARNETT RAVINE	12/31/2021	3,811.30	02/04/2022
256	KAPUR & ASSOCIATES, INC.	111740	BARNETT RAVINE	02/08/2022	109.00	02/11/2022
Total 40-91600-800 STORMWATER ROAD PROJECT:					6,372.80	
40-91600-833 TREE REPLACEMENT						
327	MENARD'S - MILWAUKEE	44415	NETTING	02/15/2022	448.60	02/18/2022
Total 40-91600-833 TREE REPLACEMENT:					448.60	
50-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	139989	GIS DATA MAINT	12/31/2021	352.50	02/11/2022

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 50-53100-233 GIS MAINTENANCE:					352.50	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	70	MONTHLY	02/01/2022	23,613.93	02/02/2022
Total 50-81000-601 SOURCE OF WATER SUPPLY:					23,613.93	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	851	MONTHLY MANAGEMENT FEE	02/03/2022	6,100.00	02/04/2022
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					6,100.00	
50-81000-651 MAINTENANCE OF MAINS						
141	DIGGERS HOTLINE	220157801	HOTLINE TICKETS	01/31/2022	53.87	02/25/2022
281	LINCOLN CONTRACTORS SUP	N77285	MARKING PAINT	01/20/2022	19.03	02/04/2022
474	CORE & MAIN LP	Q204556	PARTS	01/12/2022	872.00	02/04/2022
474	CORE & MAIN LP	Q254335	HYMAX	01/27/2022	990.00	02/25/2022
474	CORE & MAIN LP	Q331716	HYMAX	02/08/2022	696.66	02/25/2022
502	VILLAGE HARDWARE - VH	214328/1	WATER DEPT	12/31/2021	17.98	02/18/2022
502	VILLAGE HARDWARE - VH	215339/1	WATER DEPT	02/04/2022	15.61	02/11/2022
776	GRAINGER, INC.	9180541618	MISC WATER	01/17/2022	59.25	02/04/2022
2241	ITU ABSORB TECH, INC	7845569	WATER DEPT	01/31/2022	8.47	02/04/2022
2241	ITU ABSORB TECH, INC	7849852	WATER DEPT	01/31/2022	8.47	02/04/2022
2241	ITU ABSORB TECH, INC	7854000	WATER DEPT	02/07/2022	8.47	02/11/2022
2241	ITU ABSORB TECH, INC	7858189	WATER	02/16/2022	45.67	02/18/2022
2241	ITU ABSORB TECH, INC	7862229	WATER DEPT	02/23/2022	8.47	02/25/2022
4529	NEU'S BUILDING CENTER, INC.	4369490	MISC	01/21/2022	199.99	02/04/2022
5901	AMERICAN LEAK DETECTION	10449	LEAK SURVEY	12/31/2021	425.00	02/11/2022
5901	AMERICAN LEAK DETECTION	10481	LEAK DETECTION	12/31/2021	425.00	02/11/2022
101644	TAPCO	1717961	BARRICADE	01/24/2022	135.80	02/11/2022
101806	USA BLUEBOOK	822818	LADDER	12/31/2021	92.85	02/18/2022
Total 50-81000-651 MAINTENANCE OF MAINS:					4,082.59	
50-81000-800 CAPITAL OUTLAY						
2011	OLSON TRAILER & BODY LLC	76689	GO POWER GP-SW3000	12/31/2021	34,372.00	02/11/2022
Total 50-81000-800 CAPITAL OUTLAY:					34,372.00	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80091630	SERV UNIT	01/31/2022	75.08	02/11/2022
Total 50-81000-903 SUPPLIES AND EXPENSE:					75.08	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
415	POSTMASTER	02/22/2022	NOV-FEB WATERBILLS	02/24/2022	386.88	02/25/2022
1766	CONFLUENCE GRAPHICS	75355	HANGERS/POSTCARDS	02/22/2022	174.81	02/25/2022
2136	VERIZON WIRELESS	9898584123	787000169-00001	02/01/2022	37.50	02/25/2022
5873	LITHO SPECIALISTS	IS31859	LASER CARDS	02/01/2022	126.00	02/02/2022
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					725.19	
50-81000-923 OUTSIDE SERVICES EMPLOYED						
194	BAKER TILLY VIRCHOW KRAUS	BT1966672	AUDIT	12/31/2021	598.00	02/18/2022
Total 50-81000-923 OUTSIDE SERVICES EMPLOYED:					598.00	

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
70-12100 TAXES RECEIVABLES						
156	CALLENDER, AARON & JANET	27131	OVERPAYMENT OF TAXES	02/01/2022	232.71	02/02/2022
484	JUAREZ, REBECA OR BRETT	26973	OVERPAYMENT TAXES	02/01/2022	436.24	02/02/2022
572	FISCHER OR, ANNA E	27628	OVERPAYMENT TAXES	01/31/2022	684.60	02/04/2022
882	BURKHAM, JEREMY	27078	OVERPAYMENT	02/01/2022	215.89	02/02/2022
883	BULTMAN, RALPH OR MARY KA	26994	OVERPAYMENT	02/01/2022	248.94	02/02/2022
944	MUPPIDI, SRICHARAN R	27509	OVERPAYMENT TAXES	02/02/2022	320.84	02/04/2022
1065	WOGGON, JAMES	26917	OVERPAYMENT TAXES	02/01/2022	232.71	02/04/2022
1082	ZIZZO, ANNE M	27028	OVERPAYMENT TAXES	02/01/2022	872.76	02/02/2022
1138	MARINELLI, NICOLAS OR NICO	27413	OVERPAYMENT TAXES	01/26/2022	467.41	02/04/2022
1211	JOECKEL, DANIEL D	27660	OVERPAYMENT TAXES	01/31/2022	147.64	02/04/2022
1266	PETERSON OR, WILLIAM	27483	OVERPAYMENT OF TAXES	01/27/2022	5,213.01	02/04/2022
1941	VAN LISHOUT, BRYAN	27224	OVERPAYMENT	01/20/2022	160.13	02/04/2022
1976	CALLENDER, MICHAEL OR CHR	27135 1/18/22	OVERPAYMENT TAXES	02/01/2022	232.71	02/02/2022
1977	KEULER, ALEXANDER OR IRIN	26942	OVERPAYMENT TAXES	02/01/2022	220.97	02/02/2022
1979	BRETZMANN, EVAN OR AMAND	27030 1/12/22	OVERPAYMENT TAXES	02/01/2022	246.98	02/02/2022
1983	SULLIVAN OR, COREY	27095	OVERPAYMENT TAXES	02/01/2022	232.71	02/02/2022
1984	SCHEIBLER, EDETRAUD OR ED	27001 1/11/21	OVERPAYMENT TAXES	02/01/2022	128.92	02/02/2022
1988	SHOCK, BENJAMIN T	27506	OVERPAYMENT TAXES	01/27/2022	248.18	02/04/2022
1989	JENNESS, RYAN OR PATRICIA	27617	OVERPAYMENT TAXES	01/31/2022	391.63	02/04/2022
1990	PETERS, JESSE OR STACI	27355	OVERPAYMENT TAXES	01/25/2022	252.62	02/04/2022
1991	WERY, RACHEL	27273	OVERPAYMENT TAXES	01/21/2022	223.61	02/04/2022
1993	MACRAE, MARK	27265	OVERPAYMENT TAXES	01/21/2022	229.89	02/04/2022
1995	SCHELDROUP, SUZANNE LEE	27226	OVERPAYMENT TAXES	01/20/2022	230.13	02/11/2022
1996	BUELL, DAVID A	27249	OVERPAYMENT TAXES	01/20/2022	327.49	02/04/2022
1997	SHABANGU, BALLANTYNE	27197	OVERPAYMENT TAXES	01/19/2022	215.04	02/04/2022
2275	MEYER, RICHARD H AND	27072	OVERPAYMENT OF TAXES	02/01/2022	111.60	02/02/2022
2956	JAECKEL, KIRK	27138 1/18/22	OVERPAYMENT TAXES	02/01/2022	285.82	02/02/2022
3213	BERGER, ANDREW OR GENINA	27412	OVERPAYMENT TAXES	01/26/2022	475.69	02/04/2022
5557	CHOICE OR, BENNETT	26897	OVERPAYMENT OF TAXES	02/01/2022	311.26	02/02/2022
Total 70-12100 TAXES RECEIVABLES:					13,598.13	
Grand Totals:					362,011.69	

Date Approved: _____

Village Manager: _____

Village Board: _____



NICOLET HIGH SCHOOL REFERENDUM 2022

Our Community, Our School, Our Future

FACILITIES REFERENDUM 2022

WHY NOW?

The district has been examining Nicolet High School's facility and campus-wide needs for nearly two years and developed an extensive renovation plan that addresses high priority facility needs. The Nicolet Union High School District School Board unanimously approved moving forward with a facilities referendum for community vote on April 5, 2022.

OUR NEEDS

Safety, Security, & Accessibility

Update ADA accessibility throughout the facilities, as well as provide secure and controlled entrances and more.

Building Conditions & Systems

Replace major building systems such as mechanical (HVAC), electrical and lighting, plumbing and sanitary pipes, fire alarms and sprinklers, ceilings, flooring, and roofing.

Learning Environments, Physical Education, & Athletic Spaces

Renovate and expand classrooms, labs, physical education areas, and outdoor athletic facilities.

FINANCIAL IMPACT

If the \$77.4M project is approved by voters, the estimated tax increase for the cost of the project for each \$100,000 of fair market property value would be \$111 per year (\$9.25 per month) for approximately 21 years.

ESTIMATED PROPERTY TAX IMPACT CHART

PROPERTY VALUE	MAXIMUM ANNUAL IMPACT	MAXIMUM MONTHLY IMPACT
\$100,000	\$111.00	\$9.25
\$250,000	\$277.50	\$23.13
\$400,000	\$444.00	\$37.00

Estimates provided by Robert W. Baird are based on multi-phased borrowings amortized over 21 years at a planning interest rate of 3.50%.

REFERENDUM INFORMATION SESSIONS



LOG IN to a Virtual Referendum Information Session

Thursday, February 24 at 6:00 p.m.

Thursday, March 10 at 6:00 p.m.

ATTEND an In-Person Referendum Open House

Thursday, March 3 from 6:30 - 8:00 p.m.

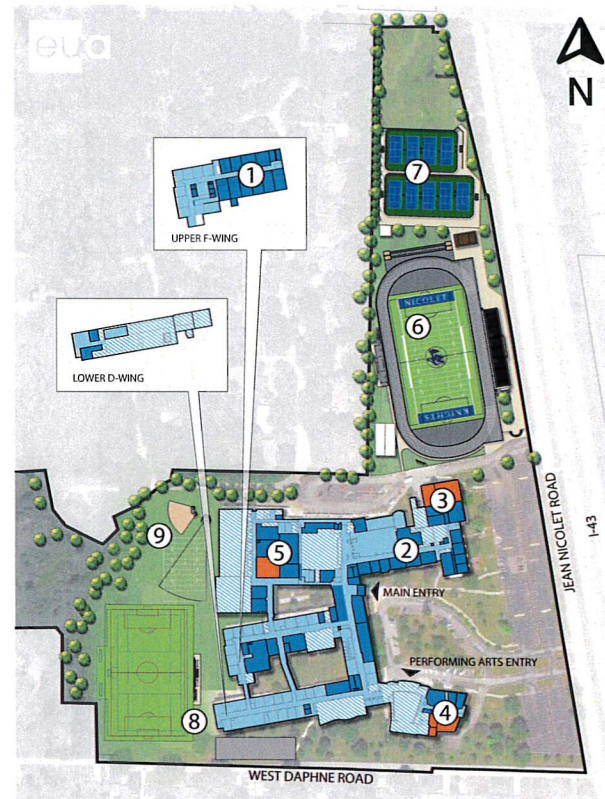
Monday, March 14 from 6:30 - 8:00 p.m.

Building tours will be available during these sessions

Please visit www.nicolet.us for more information. Presentations to community groups or organizations can also be scheduled through greg.kabara@nicolet.us or (414) 351-7525.

PROPOSED PLAN

Nicolet High School has carefully evaluated our facilities and considered how our building meets our vision. The proposed projects address our key areas of need throughout the building with a solution that incorporates both renovation and new construction in specific areas.



- Capital Improvements
- Light Renovation & Capital Improvements
- Heavy Renovation & Capital Improvements
- New Construction

- ① Renovate science classrooms and labs
- ② Renovate and relocate Career, Visual Arts, and Technical Education classrooms
- ③ Renovate and expand fabrication, robotics and technology labs
- ④ Renovate and expand music and performing arts spaces
- ⑤ Renovate and expand physical education/wellness areas
- ⑥ New multi-purpose stadium with synthetic turf athletic field, track, 2,500 seats, storage, restrooms and concession stand
- ⑦ Nine new tennis courts
- ⑧ New multi-purpose synthetic turf athletic practice and competition field, parking
- ⑨ New discus and shot put areas, and reconfigured grass physical education field



LEARN MORE: Contact Superintendent Dr. Greg Kabara at greg.kabara@nicolet.us or (414) 351-7525



www.nicolet.us

NEED TO KNOW



REFERENDUM FACT SHEET



AGING BUILDINGS AND SYSTEMS

At Bayside Middle School
(built in 1953) and Stormonth
Elementary School (built in 1935).



SECURITY AND ACCESSIBILITY NEEDS

Improving safety and
accessibility for all students
in our District.



OUTDATED LEARNING ENVIRONMENTS

Building a new Bayside Middle
School and improving interiors
and exteriors at Stormonth.

BUILDING OUR FUTURE! Bayside Middle and Stormonth Elementary Schools

The Fox Point-Bayside School District Board of Education
unanimously approved a comprehensive facilities
referendum plan.

School district residents will have the opportunity to vote
on one referendum question that requests permission for
the District to borrow funds in an amount not-to-exceed
\$58,500,000 to address critical facility needs at both Bayside
Middle and Stormonth Elementary Schools.

**The referendum will be held on Tuesday, April 5, 2022
during the Spring General Election.**

LEARN MORE

- Call** the District Office (414) 247-4167
- Email** referendum@foxbay.org
- Visit** [www.foxbay.k12.wi.us/district/
referendum-info.cfm/](http://www.foxbay.k12.wi.us/district/referendum-info.cfm/)
- Facebook.com/**
FoxPointBaysideSchoolDistrict

**FOX POINT-BAYSIDE
SCHOOL DISTRICT**
7300 N. Lombardy Rd.
Fox Point, WI 53217

FOX POINT-BAYSIDE SCHOOL DISTRICT REFERENDUM



✓ BALLOT QUESTION: VOTE APRIL 5, 2022

Shall the Joint School District Number 2, Villages of Fox Point and Bayside, Milwaukee and Ozaukee Counties, Wisconsin be authorized to issue pursuant to Chapter 67 of the Wisconsin Statutes, general obligation bonds in an amount not to exceed \$58,500,000 for the public purpose of paying the cost of a district-wide school building and facility improvement project consisting of: construction of a new Bayside Middle School on the existing site and removal of the current building; renovations, safety, security, accessibility, basic building systems and infrastructure improvements at Stormonth Elementary School; site improvements; and acquisition of furnishings, fixtures and equipment? ☐ YES ☐ NO



TAX IMPACT

If approved by voters, the estimated maximum tax increase for the cost of the project for each \$100,000 of fair market property value would be \$232 per year (\$19.33 per month) for approximately 21 years.

Referendum Amount: \$58.5 million | Maximum Mill Rate Impact: \$2.32 per \$1,000

FAIR MARKET PROPERTY VALUE	PER YEAR	PER MONTH
\$100,000	\$232.00	\$19.33
\$250,000	\$580.00	\$48.33
\$500,000	\$1,160.00	\$96.67

Estimates provided by Robert W. Baird are based on multi-phased borrowings amortized over 21 years at a planning interest rate of 3.75%.

Referendum Information Meetings & Tours

Please join us for an upcoming referendum information meeting to learn about the proposed plans, take an optional tour, and get your questions answered.

Tuesday, March 1, 2022	6:00–7:00 p.m. on Zoom (Link on District Website)
Monday, March 7, 2022	6:00–7:30 p.m. at Stormonth ES
Tuesday, March 15, 2022	6:00–7:30 p.m. at Bayside MS

Note that masks are required per school district policy. Please check the District website and Facebook for up-to-date information, or call the District Office at 414-247-4167.



Scan for referendum information page!

FOX POINT-BAYSIDE SCHOOL DISTRICT REFERENDUM

PLAN BACKGROUND

For more than two years, the District has been exploring options to address critical facility needs identified at both Bayside Middle School (built in 1953) and Stormonth Elementary School (built in 1935). Major challenges identified include significantly aging building infrastructure and systems; safety, security, and accessibility; and outdated, inflexible learning environments.

Throughout the planning process, the Board actively solicited input from families, staff, and the community. In fall 2021, residents were invited to take a facilities survey about the needs and preliminary solutions. Feedback from more than 800 District residents helped guide the District's planning, indicating support for replacing Bayside Middle School rather than renovation, and critical repairs and upgrades at Stormonth Elementary School.

FACILITIES NEEDS



COMMUNITY SURVEY RESULTS

50%
86%

of each unique survey respondent group (non-parents, parents, staff) supported rebuilding Bayside Middle School.

of survey respondents are likely to recommend Fox Point-Bayside Schools to a friend or family member!

PROPOSED PROJECTS

Bayside Middle School | Build New | \$42,325,000

Bayside Middle School has both educational and infrastructure needs. Portions of the building are nearly 70 years old. Many of the school's major building systems, such as heating, electrical, and plumbing, are beyond their service life, resulting in inefficiencies and costly repairs. Many classrooms, labs, and support areas need improvements.

- Construct a new school on the existing site for grades 5-8
- Replace track, play areas, green space, and additional parking after new construction is complete and original building is demolished
- Relocate the inclusive playground and Phillip's Supreme Court adjacent to the new school

Stormonth Elementary School Capital Improvements | \$16,175,000

Stormonth Elementary was built in 1935 as the original Fox Point School. The last major renovation was nearly 30 years ago, which repurposed the school to serve students in grades 4K-4th grade. The building has served our community well, but the facility study identified many challenges, including repairs to major building systems, security and accessibility challenges, and outdated learning environments and classrooms.

- Replace/repair building exteriors (windows, doors, roof)
- Replace/repair mechanical systems (heating, ventilation, air conditioning, air quality, electrical, plumbing)
- Replace/upgrade technology infrastructure
- Replace/upgrade fire alarms and sprinklers
- Renovate/create American with Disabilities Act (ADA) accessible restrooms
- Other interior improvements such as new flooring, ceilings, paint



Bayside - Long, narrow, crowded hallways



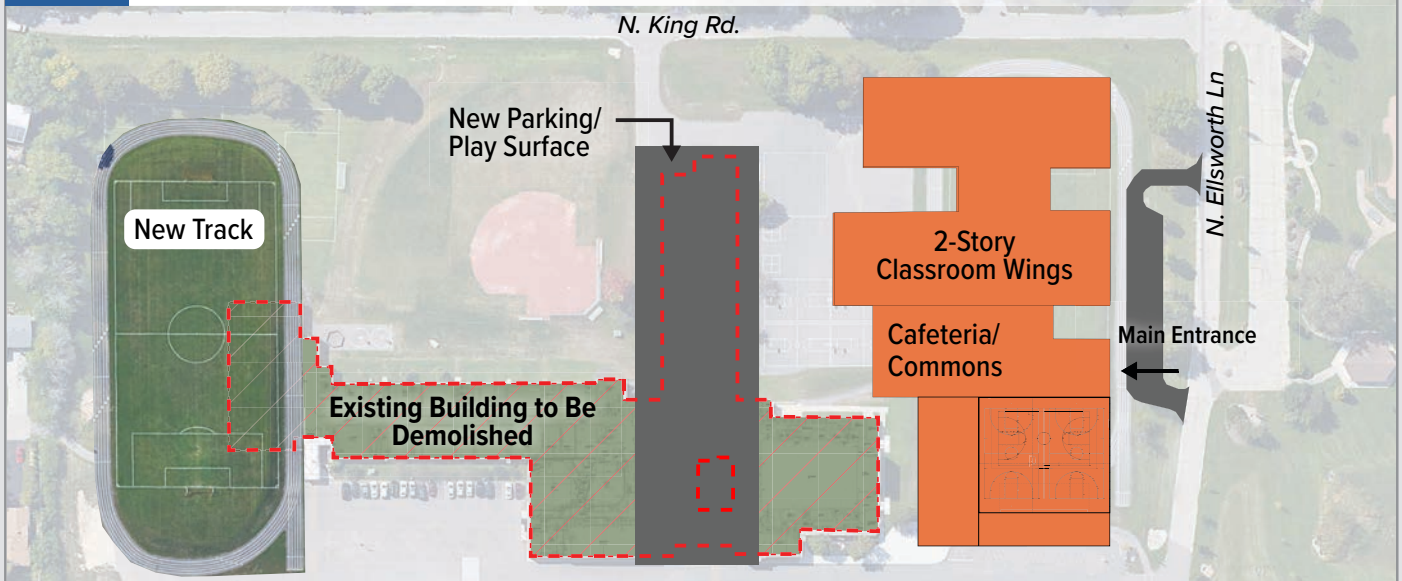
Bayside - Roof leaks lead to damaged ceilings.





BAYSIDE MIDDLE SCHOOL - PRELIMINARY PLAN

Build a new two-story school for grades 5-8 on the existing site.



Demolition

Removal of existing building. Potential site restoration may include new pavement, playgrounds and green space.



New Construction

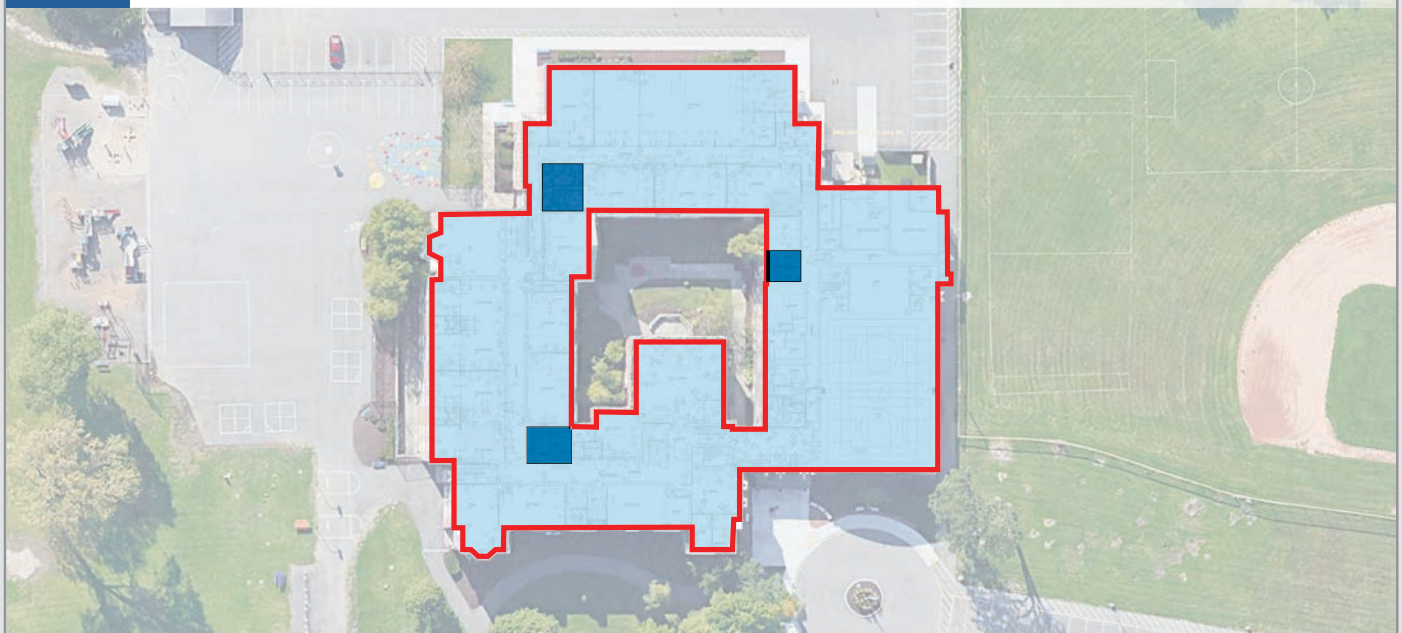


New Pavement



STORMONTH ELEMENTARY SCHOOL - PRELIMINARY PLAN

Address building-wide capital improvements.



ADA Toilet Room Renovation



Capital Improvements/Light Renovation



Note: the inclusive playground and Philip's Supreme Court would be relocated adjacent to the new school.
Note: both plans are conceptual for planning purposes only.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village Board

From: Michael Rakow, Building Inspector

Through: Scott A. Botcher, Village Manager *SAB*

Date: 2/2/2022

Re: Chapter 745 Detached Garage Ordinance

Enclosed is a draft ordinance modifying Chapter 745-7C. The current language of this section is ambiguous, so I requested the Village Attorney to clarify the code.

We are requesting the Board to limit the size of a detached garage per 745-7C(2)(b). Current code allows detached garages to occupy not more than 10% of the gross area of the lot in an A-1 through A-3 district, 20% of the gross area of the lot in a B district, and 15% of the gross area of the lot in a C district.

Current code example: 51,000 sqft lot in an A-1 district could have a total of (3)-5,100 sqft detached garages on that property.

Post code example: 51,000 sqft lot in an A-1 district could have a total of (3)-1,200 sqft detached garages on that property. (40'X30' garage= avg 3 car garage) See below for average garage sizes:

Average One Car Garage

Common sizes are 12 x 20, 14 x 22, 16 x 24 and 14 x 24. Those are standard sizes that are offered almost anywhere.

Average Two Car Garage

Common sizes including 18 x 20, 20 x 20, 22 x 22 and 20 x 22. Some of these sizes make it far more comfortable to open the doors of your car.

Average Three Car Garage

Common sizes including 32 x 22 feet snugly fits 3 cars. Your other, larger options include 36 x 25 feet, 38 x 26 feet and 40 x 30 feet.

By reducing the square footage size, this would limit the potential number of extremely large structures on a lot.

Staff recommends approval of the modifications.

Thank you.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RE-CREATE SECTIONS 745-7 C. AND
745-6 A. OF THE VILLAGE OF FOX POINT ZONING CODE CONCERNING
GARAGES, ACCESSORY BUILDINGS AND CERTAIN STRUCTURES OTHER
THAN BUILDINGS

WHEREAS, the Village of Fox Point Village Board has initiated this zoning amendment pursuant to Section 745-35 of the Village of Fox Point Zoning Ordinance and Wisconsin Statutes Sections 61.35 and 62.23(7), upon the recommendation of the Village Building Inspector, and has referred the matter to the Village Plan Commission for report and recommendation; and

WHEREAS, the Plan Commission of the Village of Fox Point has recommended to the Village Board of the Village of Fox Point that said amendments to the Zoning Code be made; and

WHEREAS, a public hearing was conducted by the Village Board of the Village of Fox Point on _____, after due notice was provided pursuant to Section 745-35 of the Village of Fox Point Village Code and Wisconsin Statutes Section 61.35 and 62.23; and

WHEREAS, the Village Board finds that this change to the Village Zoning Code is a down zoning ordinance because it may in some cases decrease the development density of land or reduce the permitted uses of land, and therefore the super majority requirement of Section 66.10015, Wisconsin Statutes, applies to this ordinance; and

WHEREAS, the Village Board of the Village of Fox Point having carefully reviewed the recommendation of the Plan Commission of the Village of Fox Point, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration and having based its determination on the effect of the granting of such a zoning amendment on the health, safety and welfare of the community and having given due consideration to the municipal problems involved as well as the impact on the affected properties hereby determines that the public necessity, convenience, general welfare and good zoning practice requires that the zoning amendment be granted.

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

SECTION 1: Chapter 745 of the Village of Fox Point Village Code entitled "Zoning," Section 745-7 entitled "Accessory Uses and Structures" Subsection C entitled, "Garages," is repealed and recreated with the heading "Residential Accessory Building Limitations," as follows:

C. ~~Garages. Garages~~ Residential Accessory Building and Detached Garage Limitations. The following limitations apply to all lots in a residence district ~~or on a lot~~ and also on all lots where

the principal use is residential and the principal building is a single-family or two-family dwelling. shall conform to the following:

(1) Definitions.

(a) Detached Garage. For purposes of this Section, the term "Detached Garage" shall mean an accessory structure designed to be used for parking passenger vehicles. Such structure must have an improved paved driveway access, vehicle accessibility, and no improvements that are indicative of other uses such as living quarters, kitchen facilities, or bathroom.

(b) Accessory Building. For purposes of this Section, the term "Accessory Building" shall mean an accessory building as defined in Section 745-2 of this Code, that is not a detached garage as defined herein.

(2) Size. Accessory Buildings and Detached Garages shall be no larger than permitted by the district regulations applicable to the lot where located. The following limitations also apply:

(a) Accessory Buildings are limited to 170 square feet in size.

(b) Detached Garages are limited to [REDACTED] square feet in size.

(c) In the event of conflicting limitations, the smaller size limitation shall apply.

(3) Number. The number of Accessory Buildings and Detached Garages on such lots shall be limited as follows.

(a) Lots 25,000 square feet or less in size:

[1] Detached Garage. Not more than one ~~detached~~ Detached private garage structure shall be is permitted on a lot. A detached Detached garage Garage is allowed without regard to whether or not there is also one or more attached garages on the premises.

[2] Accessory Building. In the event there exists or is built a detached garage, only one other Not more than one accessory Accessory detached Building structure shall be is permitted, which structure shall be limited in size to 170 square feet. Such Accessory Building is allowed without regard to whether or not there is also a Detached Garage. Notwithstanding the foregoing, as to lots in excess of 25,000 square feet one additional detached garage or accessory structure shall be allowed.

(b) Lots greater than 25,000 square feet in size.

In addition to Accessory Buildings permitted by (3)(a), above, for each additional 25,000 total square feet of lot size, one additional Detached Garage or Accessory Building, conforming to the size limitations described in (2), above, may be permitted for every additional 25,000 square feet of lot size.

<u>Lot Size</u>	<u>Detached Garage(s) and/or Accessory Building(s) Permitted</u>
<u>>25,000 sq. feet to 50,000 sq. feet</u>	<u>1 Detached Garage and 1 Accessory Building plus a total of one additional, whether a garage or accessory building</u>
<u>>50,000 sq. feet to 75,000 sq. feet</u>	<u>1 Detached Garage and 1 Accessory Building plus a total of two additional, whether garage(s) or accessory building(s).</u>
<u>>75,000 sq. feet to 100,000 sq. feet</u>	<u>1 Detached Garage and 1 Accessory Building plus a total of three additional, whether garage(s) or accessory building(s).</u>
<u>Further increments of 25,000 sq. feet</u>	<u>Add one additional Detached Garage or Accessory Building per increment.</u>

- (4) Subject to Applicable Laws. Nothing herein shall be interpreted to modify or waive more restrictive requirements of applicable laws or Village ordinances. The open area limitations of this Chapter continue to apply and may prevent construction of the size or number of Accessory Buildings or Detached Garages described herein.
- (5) Combined square footage. Upon written request from the property owner, the Building Board may allow a lot owner to combine the square footage of permitted structures, described above, into fewer, larger buildings, upon finding that the combination of square footage into fewer buildings is consistent with the spirit and intent of this chapter. If granted, the number of residential accessory buildings permitted on the lot shall be reduced to the number determined by the Building Board as a result of the combination, and such determination shall be recorded against the property in the office of the Milwaukee County Register of Deeds in a form approved by the Village Attorney.
- (6) Building Code. All ~~setback requirements and~~ requirements of Chapter **756**, Building Construction, must be satisfied in addition to any requirements of this ~~provision~~ Chapter. ~~The floor area of garages shall be subject to all regulations of Chapter 756, Building Construction, as from time to time adopted.~~
- (7) Detached Garage Limited Setback Reduction. The side and rear yard provisions for a ~~detached-Detached private-Garagegarage~~ on a lot less than the required minimum width of 80 feet in B and C Residence Districts may be reduced by three inches for every foot less than 80 feet of lot width but to not less than five feet.
- (8) Minimum Separation. No ~~detached-Detached private-Garagegarage or Accessory Building~~ shall be located closer than 20 feet to the principal ~~residence~~-building on an adjoining lot in residential use.
- (9) No Limit on Attached Garages. Subject to such other provisions of the Fox Point Code as may regulate the construction of structures, there is no limit on the number of attached garages for the private use of the resident.
- (10) No Living Quarters. Accessory Buildings and Detached Garages shall not be used for human habitation.

SECTION 2: Chapter 745 of the Village of Fox Point Village Code entitled, "Zoning," Section 745-6 entitled "Structures other than Buildings," Subsection A is hereby repealed and re-created as follows:

- A. Structures not classified as buildings and less than six inches in height from the surface of the ground shall not require a building permit nor be subject to the front, side, or rear setbacks, building size, or open space requirements of this chapter except as may be specifically otherwise provided in § 745-7 or 745-10 or Subsection C below, or § 756-44.

SECTION 3: CONTINUATION OF EXISTING PROVISIONS.

The provisions of this ordinance, to the extent that they are substantively the same as those of the ordinances in force immediately prior to the enactment of this ordinance, are intended as a continuation of such ordinances and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior ordinances. In addition, the adoption of this ordinance shall not affect any action, prosecution or proceeding brought for the enforcement of any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this ordinance for the time that such provision was in effect, and the repeal of any such provisions is stayed pending the final resolution of such actions, including appeals.

SECTION 4: SEVERABILITY.

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

SECTION 5: EFFECTIVE DATE.

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

Dated this _____ day of _____, 2022.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk

Published and/or posted this _____ day of _____, 2022.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909

To: Village Board

From: Scott A. Botcher, Village Manager

A handwritten signature in black ink, appearing to read "SAB", is placed to the right of the "From:" line.

cc: President Frazer

Date: March 1, 2022

Re: ICC Resolution

In your packet is an ICC Resolution which the Village has been asked to endorse. We will not pass our own Resolution; simply passing a motion endorsing this ICC Resolution is what is being asked of you.

President Frazer can provide an update as needed. Thank you.

Scott Botcher

From: Douglas Frazer
Sent: Monday, February 14, 2022 9:25 AM
To: Scott Botcher
Cc: Kevin Ausman
Subject: Special MRMC legislation/Item #7 on ICC agenda for February 14, 2022
Attachments: ICC- SB 807 resolution.2-14-22.pdf

This could be a March agenda item for FP Village Board.

From: Dennis McBride <dmcbride@wauwatosa.net>
Sent: Saturday, February 12, 2022 5:34 PM
To: annmcculloughmckaig@gmail.com; 'apederson@bayside-wi.gov' <apederson@bayside-wi.gov>; Andrew J. Vickers <avickers@oakcreekwi.gov>; bryan.kennedy@glendalewi.gov; dbesson@halescorners.org; Dan Bukiewicz <dbukiewicz@oakcreekwi.gov>; ddevine@westalliswi.gov; Douglas Frazer <dhfrazer@villageoffoxpoint.com>; Eido Walny <ewalny@baysidewi.gov>; Jason Cyborowski <jcyborowski@greendale.org>; john.stalewski@westmilwaukee.org; Ken.Tutaj@stfranwi.org; Mark.Johnsrud@stfranwi.org; Mayor Neitzke <MayorNeitzke@GreenfieldWI.US>; mayor@milwaukee.gov; mayzik@smwi.org; President Kevin Buckley <PresidentBuckley@wfbvillage.org>; presidentmckaig@villageofshorewood.org; presidentsiegel@wfbvillage.org; solson@franklinwi.gov; steveander@gmail.com; Thomas Pavlic <thomasp@ci.cudahy.wi.us>; tmichaels@greendale.org; Wanda Montgomery <wmontgomery@browndeerwi.org>; countyexec@milwcnty.com; bartoshevich@smwi.org
Cc: aaron.hertzberg@milwaukeecountywi.gov; jstein@wispolicyforum.org; rhenken@publicpolicyforum.org; rhenken@wispolicyforum.org; Alec.Knutson@milwaukeecountywi.gov; Alan Kesner <akesner@wauwatosa.net>; Catherine Roeske <croeske@oakcreekwi.gov>
Subject: Re: Item #7 on ICC agenda for February 14, 2022

Colleagues:

At last month's ICC meeting, we discussed a bill (SB 807) proposed by Sen. Dale Kooyenga and Sen. Alberta Darling which would have an immediate impact on Wauwatosa and Milwaukee County but would likely affect other communities in the future. There appeared to be widespread support among ICC members for a resolution to be sent to the Legislature opposing SB 807, and I asked that such a resolution be considered for adoption at the February meeting.

Item #7 on Monday's ICC meeting agenda -- "Discussion and possible action by Resolution, SB 807, MRMC property tax exemption" -- responds to my request. A proposed resolution is attached for your consideration.

As previously described, SB 807 would largely exempt entities within the Milwaukee Regional Medical Center (MRMC) from property taxes. Wauwatosa is not seeking to impose property taxes on hospitals or the Medical College of Wisconsin. Exemptions for such uses already exist in Wisconsin law. But the MRMC is seeking exemptions for other uses (such as doctor's offices, small clinics, and "land held for investment purposes") which have always been taxable under Wisconsin law. The MRMC enjoyed exemptions when the County owned the land on which the MRMC sits, but the status of that land changed when the County sold it to the MRMC.

The Legislative Fiscal Bureau has estimated that enactment of SB 807 would result in an annual tax shift from commercial property owners to residential property owners of about \$405 per average Wauwatosa household. It is also estimated that SB 807 would decrease Milwaukee County tax revenue by \$2.8 million per year. Enactment could also directly affect other communities by providing a special-purpose tax exemption that could later be applied to other similar properties and enterprises in Milwaukee County and throughout Wisconsin. In other words, every community leader should be concerned about the precedent such a bill would create, to the detriment of every community's tax base.

Wauwatosa and Milwaukee County are not the only entities that have opposed the bill. Commercial real estate groups and other legislators from both parties also have done so.

Even though Sen. Kooyenga represents Wauwatosa, he did not reach out to me or other Wauwatosa officials to discuss SB 807 before he introduced it. Following our January meeting, Wauwatosa city staff and I finally had the opportunity to discuss the bill with him. When we did, he acknowledged that we had presented concerns that he had not been aware of. He said that he would put SB 807 "on pause" for the remainder of this legislative session. He also said, however, that the bill might return next year depending on who is Governor.

Because the bill is not dead but is only "on pause," I recommend that the ICC adopt the draft resolution to make it clear that SB 807 should be killed and not return at any time in any form for future consideration by the Legislature. I look forward to our discussion and thank you for your consideration.

Best wishes,

Dennis R. McBride

Mayor, City of Wauwatosa

7725 West North Avenue

Wauwatosa, WI 53213

mayor@wauwatosa.net

(414) 479-8915

"The important work of moving the world forward does not wait to be done by perfect men." -- Mary Ann Evans (a.k.a. George Eliot)

INTERGOVERNMENTAL COOPERATION COUNCIL
OF MILWAUKEE COUNTY

Resolution opposing 2021 Senate Bill 807

WHEREAS, Milwaukee Regional Medical Center (“MRMC”) property currently adds approximately \$667,000,000 in property value to the Wauwatosa tax roll, an amount which is used as a basis for Milwaukee County’s tax levy; and

WHEREAS, Milwaukee County residential property owners pay a large percentage of the total property tax levy countywide, and their property tax burden would increase substantially if, through enactment of the proposed 2021 Senate Bill 807 (“SB 807”), the MRMC is granted a special property tax exemption for most of its campus; and

WHEREAS, it is estimated that enactment of SB 807 would result in an annual tax shift from commercial property owners to residential property owners of over \$400 per average Wauwatosa household and decrease Milwaukee County tax revenue by \$2.8 million per year;

WHEREAS, SB 807’s sponsors state that the triggering event for MRMC taxation is a new interpretation of leasehold income rules, when in fact the taxation has been triggered by the MRMC’s private purchase of over 250 acres of land from Milwaukee County; and

WHEREAS, the precedent represented by a special-purpose bill to exempt a single large property owner from property taxes could later be applied to many other taxable enterprises in Milwaukee County and the State of Wisconsin, which could cause additional significant tax shifts by adoption of new and novel legal theories or legislative proposals; and

NOW, THEREFORE, BE IT RESOLVED THAT the Intergovernmental Cooperation Council of Milwaukee County (ICC) does hereby oppose SB 807 and its enactment into law; and

BE IT FURTHER RESOLVED THAT in the most timely and effective manner possible, ICC officials shall send an executed copy of this resolution to members of the Wisconsin Legislature representing other areas throughout the state which contain large regional medical facilities, as well as to the Governor and leaders of the Legislature, and that ICC members will communicate their opposition to SB 807 by sending an executed copy of this resolution to members of the Legislature representing their communities; and

BE IT FINALLY RESOLVED THAT the ICC does request its membership to inform community residents of the potential impact of this legislation on the residents’ current and future property tax costs.

Executed this ____ day of February, 2022, on behalf of the Intergovernmental Cooperation Council of Milwaukee County.

Chairman, ICC
Mayor, City of Oak Creek

Vice Chairman, ICC
Mayor, City of West Allis



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
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414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: March 4, 2022
Re: Bradley Road Public Information Survey Results

The 2022 Road and Utility Project is proposed to include the reconstruction of Bradley Road and Wye Lane, both of which will include replacement of the water main and improvements to the storm water management system. The project also includes replacement of the water main along Port Washington Road between Bradley Road and Indian Creek Parkway.

While Wye Lane and Port Washington Road are relatively straightforward, the Bradley Road portion of the project includes eight (8) different alternatives related to the roadway cross section. These include the following:

- Option A – 10-foot lanes, 1-foot buffers, 6-foot paved shoulders
- Option B – 10-foot lanes, 1-foot shoulders, a 2-6-foot buffer and a 6-10-foot path on one side of the road
- Option B2 – 10-foot lanes, 1-foot shoulders, 6-foot buffer and 6-foot paved path on the north side of the road
- Option B3 – 10-foot lanes, 1-foot shoulders, 6-foot buffer and 6-foot paved path on the south side of the road
- Option C1 – 10-foot lanes, 1-foot shoulders
- Option C2 – 10-foot lanes, 1-foot shoulders, 5-foot buffers, 5-foot sidewalks located on both sides of the road
- Option C3 – 10-foot lanes, 1-foot shoulders, 5-foot sidewalks located on both sides of the road about 1 foot off the edge of the right of way (high up on the lawns)
- Option C4 – 10-foot lanes, 1-foot shoulders, 5-foot sidewalks located on both sides of the road at varying locations

A Public Information Meeting was held on February 17 to present the various options (with the exception of B2 and B3 which were developed after receiving input from residents at the PIM). Residents have been asked to provide their input on the preferred option and to submit comments to the Village by March 4, 2022. The results of the input will be presented to the Village Board at the March 8, 2022 meeting and a recommendation will be provided regarding the preferred alternative.



VILLAGE OF FOX POINT

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To: Village Board

From: Scott A. Botcher, Village Manager *SAB*

cc: Kelly Meyer, Village Clerk; Mary Carthell, Financial Manager

Date: March 1, 2022

Re: Public Depository

As mentioned in a previous meeting, Village Staff undertook a review of our Village Banking services. Coincidentally enough, it was exactly 6 years ago tonight at which we established our relationship with Waterstone Bank.

Tonight, we are recommending the Village establish a relationship with Associated Bank through the adoption of the enclosed Resolution.

As part of our review process, we wanted to maintain a professional banking relationship to the greatest benefit to the taxpayers. Our fiduciary responsibility is paramount. In our discussions with Associated, they exhibited a high degree of professionalism with a staff dedicated to Government Banking, and have offered the Village more aggressive credits to offset transaction costs in our working accounts as well have offered investment rates on par with those we currently receive at ADM (American Depository Management) as Associated is aggressively seeking that part of our business as well. (It goes without saying, while they can do what they can do in terms of these rates, it also means the Village has established a competitive marketplace for its non-working capital, with the Local Government Investment Pool (LGIP) usually remaining a laggard.)

Additionally, Associated also has a professional relationship with LandNav, which is the vendor Milwaukee County has chosen to provide tax collection data management services. This level of expertise is very attractive to us as LandNav and the County have had issues in the past, and having the highest level of support in our corner is attractive.

Associated does allow our taxpayers to pay taxes at the bank, which a great number of our citizens have warmed to, citing the convenience of paying while out doing errands or paying on Saturday. Our local Associated Bank is the new branch at 6745 N Port Washington Road. This branch is current open until 2 pm on Saturdays, offering longer hours than Waterstone currently does.

We may make some technological improvements, primarily adding a remote deposit scanner in Village Hall, which affords real time activity at a lower per unit cost to the Village while utilizing digital technology to save records of transactions and the documents (checks, mainly). Associated has offered us a credit to offset the cost of a device should we decide to do so.

We will continue to utilize Positive Pay to help prevent fraudulent activity on any of our accounts.

Finally, Associated has relationships with several area municipalities; briefly, Menomonee Falls, Greenfield, Pleasant Prairie, Slinger, St. Francis, and Whitefish Bay. (This is not a complete list.)

We expect to begin the transition to Associated over the Spring and Summer, probably leaving a tax settlement account at Waterstone through August.

Thank you to Kelly and Mary for their help and participation in this review.

I appreciate your consideration and please contact me if you have any further questions.

STATE OF WISCONSIN COUNTY OF MILWAUKEE VILLAGE OF FOX POINT

RESOLUTION 2022-XX
A RESOLUTION TO
DESIGNATE PUBLIC DEPOSITORIES

WHEREAS, Wisconsin Statutes Section 34.05 requires the governing board of each public depositor to designate one or more public depositories, organized and doing business under laws of this state or federal law and located in this state, in which the treasurer of the governing board shall deposit all public monies; and

WHEREAS, the Village of Fox Point Village Manager has carefully researched available opportunities for public depositories that will be most advantageous to the Village of Fox Point; and

WHEREAS, the Village Board concurs in the recommendations of the Village Manager.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, that a public depository for the Village of Fox Point is hereby designated to be Associated Bank, N.A.

BE IT FURTHER RESOLVED, that the Village Clerk/Treasurer shall ensure all Village public funds are deposited immediately upon receipt in the name of the Village of Fox Point in a designated public depository.

BE IT FURTHER RESOLVED, that this Resolution shall not be read as prohibiting investments made pursuant to the Village to Fox Point investment policy, which is codified in Chapter 67, Article V of the Village Code, but instead this Resolution merely designates the public depository as required by Section 34.05, Wisconsin Statutes.

Dated this 8th day of March, 2022.

VILLAGE OF FOX POINT

Douglas H. Frazer
Village President

ATTEST:

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