

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

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

**TUESDAY
February 14, 2023
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/87816269736>

Meeting ID: 878 1626 9736

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. Public Hearing

- a. Ordinance modifying Chapter 745-7(3)(h) of the Municipal Code of the Village of Fox Point, increasing the allowed height of arbors to 10 feet**

The Village Board will hear comments and input regarding an ordinance modifying Chapter 745-7(3)(h), increasing the allowed height of arbors to 10 feet.

- 4. 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 January 10, 2023 Village Board meeting.
[Pages 1-4]
- b. Accept the quotes from multiple vendors in an amount not to exceed \$22,423 for the spring tree order purchase and authorize the Village Manager to execute the necessary purchase orders per the Village Forester's memorandum dated January 19, 2023.
[Pages 5-7]
- c. Approve the Green Infrastructure Ten-Year Maintenance Covenant between the Village of Fox Point and the Milwaukee Metropolitan Sewerage District for the Bioswales along North Boyd Way, North Links Way and East Portage Road and authorize the Village President and Village Clerk/Treasurer to sign the maintenance covenant pursuant to the Director of Public Works' memorandum dated February 1, 2023.
[Pages 8-28]
- d. Approve the Green Infrastructure Ten-Year Maintenance Covenant between the Village of Fox Point and the Milwaukee Metropolitan Sewerage District for the Bioswales along East Bywater Lane and authorize the Village President and Village Clerk/Treasurer to sign the maintenance covenant pursuant to the Director of Public Works' memorandum dated February 1, 2023.
[Pages 8-28]
- e. Accept the three-party Amendment No. 2 with the Department of Transportation and Kapur & Associates for additional design activities associated with the Lake Drive resurfacing project including title searches and replacement of culvert crossings and authorize the Village President and Village Clerk/Treasurer to sign the amendment per the Director of Public Works memorandum dated January 30, 2023.
[Pages 29-41]
- f. Accept the quote of Badger Truck and Auto Group in the amount of \$57,630 for the purchase of a new pickup truck with plow, liftgate, safety lights, tool box, trailer hitch, ladder rack and floor mats and authorize the Village Manager to execute the necessary purchase orders per the Lead Mechanic's memorandum dated January 24, 2023.
[Page 42]
- g. Accept the bid of MJ Construction in the amount of \$1,485,316 for the 2023 Water Main Improvement Project on Beach Drive and authorize the Village President and Village Clerk/Treasurer to sign the contract pursuant to the Director of Public Works memorandum dated February 7, 2023.
[Pages 43-56]
- h. Accept Amendment No. 1 from MSA Professional Services in the amount of \$62,000 for the inspection services for the 2023 Water Main Improvement Project on Beach Drive and authorize the Village President and Village Clerk/Treasurer to sign the contract pursuant to the Director of Public Works memorandum dated February 7, 2023.
[Pages 57-60]
- i. Approve payment of the bills in the amount of \$1,079,680.96 for the period January 1, 2022 through January 31, 2022 per the report submitted by the Village Manager.
[Pages 61-75]

5. Unfinished Business

a. Updated Aquatics Construction Estimates

The Village Board will receive a report from Blake Thiesen of Parkitecture + Planning, who will present updated construction estimates for the Aquatic Concepts from the 2019 Ayres Aquatic Study.

[Page 76]

6. New Business

- a. **Consideration of an ordinance modifying Chapter 745-7(3)(h), increasing the allowed height of arbors to 10 feet, as recommended by the Plan Commission.**

The Village Board will consider and may take action on an ordinance modifying Chapter 745-7(3)(h), increasing the allowed height of arbors to 10 feet.

[Pages 77-79]

b. Resolution Recognizing Service of Police Investigator Michelle M. Wichman

The Village Board will consider and may adopt a resolution recognizing Police Investigator Michelle M. Wichman on her service to the Village upon her retirement.

[Page 80]

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 Ollman
- f. Trustee Anderson Knight
- g. Trustee Aelion
- h. Village Manager Scott Botcher

9. Adjournment

NEXT REGULAR VILLAGE BOARD MEETING: March 14, 2023 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
JANUARY 10, 2023**

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, January 10, 2023 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Frazer called the meeting to order at 7:00 p.m. and asked the Village Clerk Treasurer to take roll call. Roll Call of the Village Board present included:

Village President Douglas H. Frazer (via Zoom)
Trustee Eric Fonstad
Trustee Christine Symchych
Trustee Sumner (via Zoom)
Trustee Greg Ollman
Trustee Catie Anderson Knight
Trustee Liz Aelion

Also, present were Village Attorney Eric Larson, Village Manager Scott Botcher, Police Chief Chris Freedy, Assistant Village Manager Kevin Ausman (via Zoom), and Village Clerk Treasurer Kelly Meyer.

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

PERSONS DESIRING TO BE HEARD

North Shore Library Director Rhonda Gould

North Shore Library Director Rhonda Gould gave the North Shore Library update.

Dennis Ellmaurer, 7839 N Links Circle

Mr. Ellmaurer is not in favor of the North Shore Joint Policing, due to the impact to Fox Point, public safety and recruiting difficulty for the Police Department.

Mark Freedman, 920 E Wye Lane

Dr. Freedman introduced himself as a Fox Point Village Trustee candidate for the 2023 spring election.

Hearing no other comments, President Frazer closed public comment.

COMMITTEE REPORTS – PLAN COMMISSION

Trustee Fonstad gave a brief synopsis: the Plan Commission met on January 3, 2023 to consider two items. The first concerned the submission from Dish Wireless regarding the minor modification of the installation of an antenna on the cell tower at River Point between the shopping center and I-43 at 8615 N Port Washington Rd. A review by the Village Attorney and Building Inspector found nothing objectionable with the application. The Plan Commission recommended to the Village Board that the application be approved.

The second item was a request from the Building Board to increase the height restrictions of arbors from 8'7" to 10 feet in Chapter 745-7(3)(h), Fence/Arbor Ordinance. The Plan Commission recommended to the Board the adoption of the increased height of arbors from 8'7" to 10' in Chapter 745-7(3)(h), Fence/Arbor Ordinance.

CONSENT AGENDA

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
JANUARY 10, 2023**

- 55
56 a. Approve the minutes of the December 13, 2022 Village Board meeting.
57
58 b. Approve Dish Wireless, LLC's application for a minor modification to the existing Wireless
59 facility at 8615 N Port Washington Road, based on Plan Commission's recommendation.
60
61 c. Approve WE Energies easement through portion of North Shore Water Commission property
62
63 d. Confirm President Frazer's appointments of Elizabeth Aelion as Chair of the Water/Sewer Utility
64 Committee, as a member of the Finance Committee, and as a member of the Audit Committee.
65
66 e. Adopt Resolution to designate International Migratory Bird Day to be on May 6, 2023 in the
67 Village of Fox Point.
68
69 f. Approve the quote of Brooks Tractor Inc in the amount of \$178,995 for the purchase of a new
70 John Deere wheel loader plus an additional \$1,005 for graphics and miscellaneous equipment
71 and authorize the Village Manager to sign the purchase order on behalf of the Village.
72
73 g. Approve payment of the bills in the amount of \$849,283.11 for the period December 1, 2022
74 through December 31, 2022 per the report submitted by the Village Manager.
75

76 Trustee Sumner requested the removal of agenda item 4c.

77
78 *Motion by President Frazer, seconded by Trustee Sumner, and carried by roll call vote*
79 *(7-0), to approve the consent agenda, absent items 4c.*
80

81 **Consideration of potential enforcement action against Melinda B Wagner, 7515 N Boyd Way**
82 **Property Owners Robert and Melinda Wagner, 7515 N Boyd Way**
83

84 Village Manager Scott Botcher gave a brief report, noting he received a signed contract from a
85 demolition company and the Wagner's this afternoon regarding the garage. The situation will continue
86 to be monitored.
87

88 Trustee Sumner inquired on the unsound chimney.
89

90 Village Attorney Eric Larson suggest the village should take action if work is not performed on
91 the chimney.
92

93 Staff was directed by the Board to monitor the situation.
94

95 **WE Energies easement through portion of North Shore Water Commission property (item 4c)**
96

97 *Motion by Trustee Sumner, seconded by Trustee Ollman, to reject the proposed WE*
98 *Energies easement through a portion of North Shore Water Commission property.*
99

100 A brief Board discussion followed. President Frazer called the Question.
101

102 *Motion passed by roll call vote 5-1-1 (Nay-Trustee Symchych, Abstain-Trustee Fonstad).*
103
104
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106
107
108

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
JANUARY 10, 2023**

Presentation by Rob Henken of Wisconsin Policy Forum on North Shore Joint Policing Study performed on behalf of the City of Glendale

A presentation was given by Rob Henken of Wisconsin Policy Forum on the North Shore Joint Policing Study performed on behalf of the City of Glendale.

Mark Levin, 7415 N Beach Dr

Mr. Levin noted his support for the Board participating in further in discussions concerning the proposal to combine the north shore police departments.

Without further public comment, President Frazer closed public comment.

Consideration of Initial Borrowing Resolution Authorizing the Borrowing of \$4,350,000 and Providing for the Issuance and Sale of General Obligation Promissory Notes, Series 2023A (Lake revetment project)

Baird Director, Mr. Justin Fischer gave a brief presentation.

Village Manager Scott Botcher clarified some points on the hypothetical financial plan.

Motion by Trustee Fonstad, seconded by Trustee Symchych, to adopt the Initial Resolution Authorizing the Borrowing of Not to Exceed \$4,350,000 and Providing for the Issuance and Sale of General Obligation Promissory Notes, Series 2023A", as set forth in the general packet materials.

A brief discussion took place. President Frazer called the question.

Motion passed, 6-1, (Nay-Trustee Aelion).

Future Agenda Items – None

Without objection and by unanimous consent, the Village Board took up agenda item 10, announcements, prior to the closed session.

Announcements

President Frazer had no announcements.

Trustee Fonstad had no announcements.

Trustee Symchych had no announcements.

Trustee Sumner had no announcements.

Trustee Ollman had no announcements.

Trustee Anderson Knight had no announcements.

Trustee Aelion had no announcements.

Village Manager Scott Botcher announced the new Fox Point website redesign went live last week. Residents have had some nice comments. Village Assistant Manager Kevin Ausman spent a lot of time working with the department heads and revising the website.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
JANUARY 10, 2023**

Respectfully submitted,

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

Closed Session

Motion made by President Frazer, seconded by Trustee Fonstad, to convene into closed session regarding 8a, at 8:40 p.m., Pursuant to State Statutes Sections:

- a. Pursuant to State Statutes Section 19.85(1)(c), to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, more specifically concerning the Village Manager. Participating in this portion of the closed session will be the Village Board and Village Manager.*

Trustee Fonstad	Aye
Trustee Symchych	Aye
Trustee Sumner	Aye
Trustee Ollman	Aye
Trustee Knight	Aye
Trustee Aelion	Aye
President Frazer	Aye

Carried by roll call vote (7-0).

Reconvene into Open Session

Motion made by Trustee Ollman, seconded by Anderson Knight and carried by roll call vote (7-0), to reconvene into open session at 9:05 p.m.

President Frazer announced that the Village Board has completed its review of the Village Manager and approves his performance. Effective January 10, 2023, the Village Manager's compensation will be increased to \$145,000 per annum.

Adjourn

Motion made by Frazer, second by Fonstad, and carried by roll call vote (7-0) to adjourn the Village Board meeting at 9:06 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 53217-3505
414-351-8900
FAX 414-351-8909

To: Village Board

From: John T. Gall, Village Forester 

Through: Scott A. Botcher, Village Manager

CC: Scott Brandmeier, Village Engineer/DPW Director

DATE: January 19, 2023

RE: Acceptance of Quotes for Trees for Spring 2023 Planting Program

Background

Each year Village crews remove insect or disease infested, dead, dying/hazardous and storm damaged trees in the rights-of-way or other public property throughout the Village. In order to assist in maintaining the tree canopy in the Village, a diverse species mix of replacement trees are being planted where appropriate replanting sites exist.

Fiscal Note

Quotes were received from 6 qualified nurseries and were opened on December 21, 2022, as shown on the attached summary of quotes. Based on selecting the low and best unit pricing for each tree species, Johnson's Nursery, Inc., Menomonee Falls, Wisconsin, Leaves Inspired Tree Nursery, Chilton, Wisconsin, Tillmann Wholesale Growers, New Franken, Wisconsin, Timberline Trees LLC, Oconto, Wisconsin and Wayside Nurseries, Mequon, Wisconsin are the low bidders for a total award of \$22,423.00.

\$6,205.25 for this purchase is recommended to come from Account 40-91600-833, Emerald Ash Borer Tree Replacement. \$1,683.00 from Account 40-91600-851, Dutch Elm Removal. The balance of \$14,534.75 to come from Account 40-91600-824, Tree Planting.

Staff Recommendation

Staff recommends that the Village Board accept the quotes of Johnson's Nursery, Leaves Inspired Tree Nursery, Tillmann Wholesale Growers, Timberline Trees and Wayside Nurseries, in the respective amounts of \$6,465.00, \$5,716.00, \$3,240.00, \$3,257.00 and \$3,745.00 and authorize the Village Manager to execute purchase orders on behalf of the Village.

VILLAGE OF FOX POINT SPRING 2023 TREE PLANTING AWARD LIST (January 16, 2023)

QUANTITY	SPECIES	SIZE	JOHNSONS	SUBSTITUTION	LEAVES INSPIRED	SUBSTITUTION	MCKAY	SUBSTITUTION	TILLMANN	SUBSTITUTION	TIMBERLINE	SUBSTITUTION	WAYSIDE	SUBSTITUTION	AWARD TOTAL
23	Autumn Fantasy Maple	2 - 2.5"	\$225.00		\$158.00		\$218.75		N/A		N/A		\$225.00		\$2,067.00
3	State Street Miyabei Maple	2 - 2.5"	\$225.00		N/A		\$218.75		\$171.00		\$158.00		\$200.00		\$632.00
3	Fall Fiesta Sugar Maple	2 - 2.5"	\$225.00		N/A		\$237.50		\$175.75		\$172.00		\$200.00		\$516.00
2	Summer Splendor Tatarian Maple	2 - 2.5"	\$225.00	Hot Wings	N/A		\$225.00	Hot Wings	\$185.25	Pattern Perfect	N/A		N/A		\$370.50
3	Early Glow Buckeye	2 - 2.5"	\$330.00		\$150.00	Ohio Buckeye	N/A		\$175.75	Autumn Splendor	\$175.00		\$275.00		\$525.00
2	Speeeth's Alder	2 - 2.5"	\$180.00		N/A		N/A		N/A		N/A		N/A		\$360.00
1	Yellow Birch	1.75 - 2"	\$180.00	2 - 2.5"	N/A		N/A		N/A		N/A		N/A		\$180.00
5	Wisconsin Red Muscledwood	2 - 2.5"	\$265.00		N/A		\$180.75	#15 container	N/A		N/A		N/A		\$1,325.00
1	Fire Spire Muscledwood	2 - 2.5"	\$335.00	1.75"	N/A		N/A		N/A		N/A		\$240.00		\$240.00
1	Shagbark Hickory	20 Gal.	\$335.00	1.75"	N/A		N/A		N/A		N/A		N/A		\$335.00
2	Northern Catalpa	2 - 2.5"	\$200.00		\$160.00		\$217.50		\$161.50		N/A		\$180.00		\$320.00
3	Chicagoland Hackberry	2 - 2.5"	\$245.00	Common	\$185.00	2.5 - 3"	\$236.25	Common	\$195.00		N/A		\$190.00		\$555.00
3	Katsuratre	2 - 2.5"	\$185.00	#25 container	N/A		\$190.75	#15 container	\$185.25		N/A		N/A		\$555.75
1	Eastern Redbud	2 - 2.5"	\$330.00		N/A		\$137.50	#15 container	N/A		N/A		\$195.00		\$195.00
3	Golden Glory Dogwood	2 - 2.5"	\$160.00	1.5 - 1.75"	N/A		N/A		N/A		N/A		\$185.00		\$555.00
3	Princeton Sentry Ginkgo	2 - 2.5"	\$240.00	#25 container	N/A		\$219.75	#15 container	\$218.50		N/A		\$350.00		\$655.50
1	Skyline Honeylocust	2 - 2.5"	\$225.00		\$161.00		\$225.00		\$175.75		\$172.00		\$200.00		\$161.00
3	Decaf Kentucky Coffeetree	2 - 2.2"	\$350.00		N/A		\$268.75		N/A		N/A		N/A		\$1,050.00
4	Moraine Sweetgum	2 - 2.5"	\$245.00	(1) tree	\$201.00	Only (3) Worpleston	\$181.75	#15 cont. Worpleston	N/A		N/A		N/A	(2) trees	\$1,280.00
6	Tuliptree	2 - 2.5"	\$265.00		\$205.00	Only (4) 2.5 - 3"	\$181.75	#15 container	N/A		N/A		\$230.00		\$1,280.00
3	Adams Crabapple	2 - 2.5"	\$180.00		N/A		\$202.50	Purple Prince	\$147.25		N/A		\$120.00		\$441.75
2	Emerald Spire Crabapple	2 - 2.5"	\$180.00		\$150.00	1.75 - 2"	\$197.50	Red Barron	N/A		N/A		\$160.00		\$320.00
2	Dawn Redwood	2 - 2.5"	\$350.00		\$165.00		N/A		N/A		N/A		\$170.00		\$330.00
5	Ironwood	2 - 2.5"	\$245.00		N/A		\$243.75		N/A		\$130.00	1.5 - 1.75"	\$245.00		\$1,225.00
1	Lacebark Pine	6 ft.	\$400.00		N/A		N/A		N/A		N/A		N/A		\$400.00
2	Vanderwolf's Limber Pine	6 ft.	\$300.00	7 ft.	\$95.00	3 ft.	N/A		N/A		N/A		N/A		\$600.00
3	Exclamation London Planetree	2 - 2.5"	\$200.00		\$185.00		\$218.75		\$161.50		N/A		\$185.00		\$484.50
3	Pink Flair Cherry	2 - 2.5"	\$160.00	1.5 - 1.75"	N/A		N/A		N/A		N/A		\$150.00		\$450.00
2	Heritage Oak	2 - 2.5"	\$290.00		N/A		\$193.25	#15 container	N/A		\$170.00		\$270.00		\$340.00
2	Swamp White Oak	2 - 2.5"	\$265.00		\$188.00	1.75 - 2"	\$210.00	1.5 - 1.75"	\$175.75		\$179.00		\$295.00		\$351.50
5	Schuettei Oak	2 - 2.5"	\$265.00		N/A		N/A		N/A		N/A		N/A		\$1,325.00
0	Purple Robe Black Locust	2 - 2.5"	N/A		N/A		N/A		N/A		N/A		N/A		\$0.00

VILLAGE OF FOX POINT SPRING 2023 TREE PLANTING AWARD LIST (January 16, 2023)

QUANTITY	SPECIES	SIZE	JOHNSONS	SUBSTITUTION	LEAVES INSPIRED	SUBSTITUTION	MCKAY	SUBSTITUTION	TILLMANN	SUBSTITUTION	TIMBERLINE	SUBSTITUTION	WAYSIDE	SUBSTITUTION	AWARD TOTAL
1	Ivory Silk Tree Lilac	2 - 2.5"	\$225.00		N/A		\$175.00	1.5 - 1.75"	\$180.50		N/A		\$215.00		\$180.50
2	Shawnee Brave Baldcypress	2 - 2.5"	\$395.00		\$180.00		\$172.00	#15 container	N/A		N/A		N/A		\$360.00
3	Wintergreen Arborvitae	6 ft.	\$140.00		N/A		\$188.75	DarkGreen	N/A		N/A		N/A		\$420.00
5	Accolade Elm	2 - 2.5"	N/A		\$125.00	3.5 - 4"	\$225.00	Triumph	\$156.75		\$149.00		\$170.00		\$740.00
1	New Horizon	2 - 2.5"	\$200.00		\$161.00		\$225.00		\$156.75		\$154.00		\$170.00		\$154.00

TOTAL TREE AWARD (less delivery) **\$20,848.00**

DELIVERY CHARGE

\$225.00

\$500.00

greater than 20 trees

minimum 50 trees

\$200.00

10 to 30 trees

\$350.00

\$300.00

per load

50 - 60 trees/load

TOTALS INCLUDE DELIVERY CHARGE

\$6,465.00 TOTAL JOHNSONS NURSERY

\$5,716.00 TOTAL LEAVES INSPIRED TREE NURSERY

\$0.00 TOTAL MCKAY NURSERY COMPANY

\$3,240.00 TILLMAN WHOLESALE GROWERS

\$3,257.00 TIMBERLINE TREES, LLC

\$3,745.00 TOTAL WAYSIDE NURSERIES

\$22,423.00 Grand Total



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: February 1, 2023

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

Village DPW staff successfully worked with our consultant (Kapur & Associates) to obtain approximately \$260,000 in grant funding from the Milwaukee Metropolitan Sewerage District (MMSD) for the implementation of green infrastructure projects. These projects included the construction of bioswales along East Bywater Lane, North Boyd Way, North Links Way, and East Portage 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. The ten-year maintenance covenants 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 almost forty percent (40%) of the project costs incurred on the projects. Therefore, it is my recommendation that the Village Board approve the Ten-Year Maintenance Covenant for each project and authorize the Village President and Village Clerk/Treasurer to sign each on behalf of the Village.

Green Infrastructure Ten-Year Maintenance Covenant for Bioswales along North Boyd Way, North Links Way, and East Portage 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 consists of bioswales along North Boyd Way, North Links Way, and East Portage Road, west of North Lake Drive, as shown in Exhibit A. The total bioswale area is 6,704 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 50,288 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. The last day of this Covenant is January 31, 2033.

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 No 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 a waiver by 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.

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
President

Date: _____

Date: _____

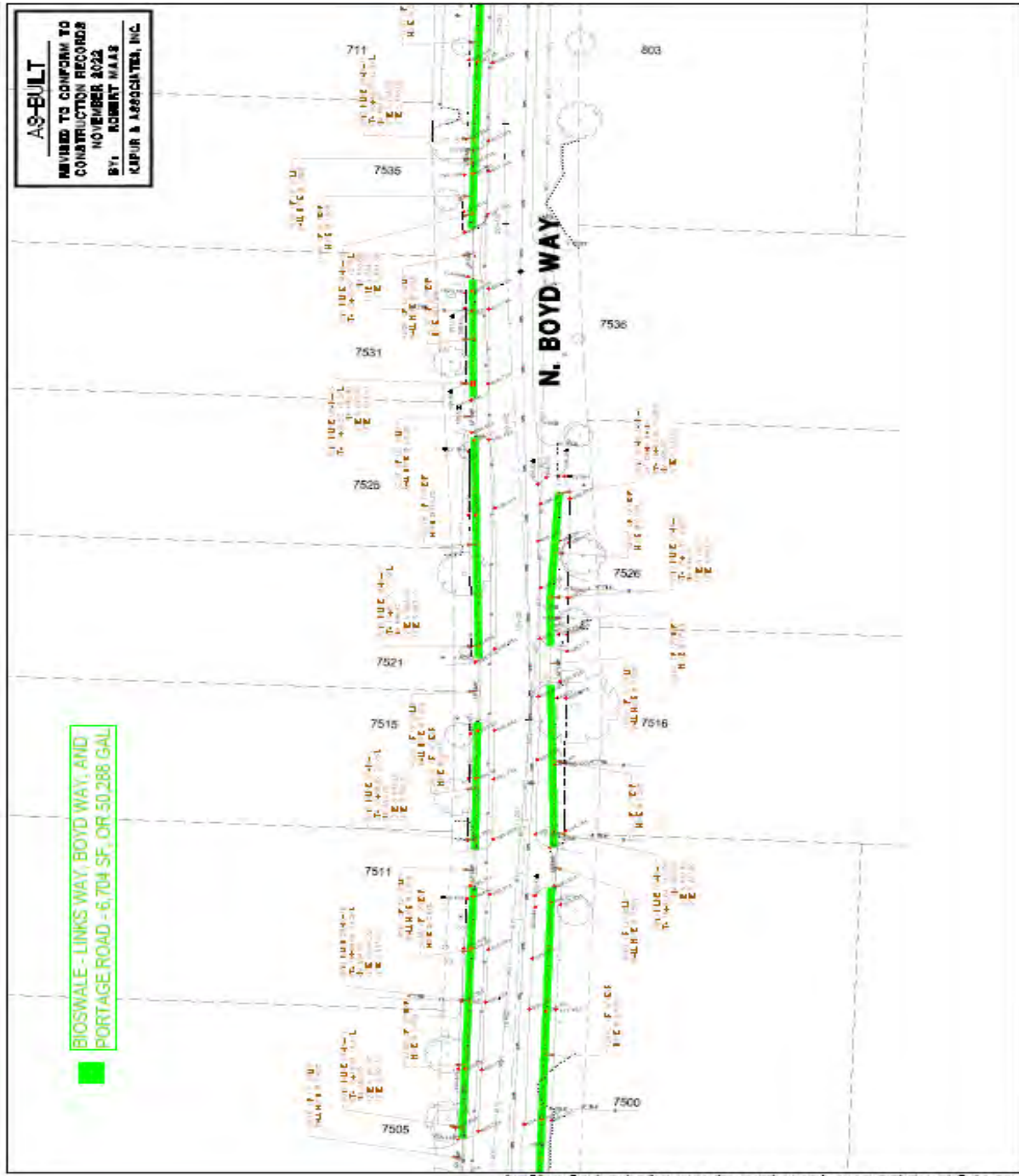
Approved as to Form

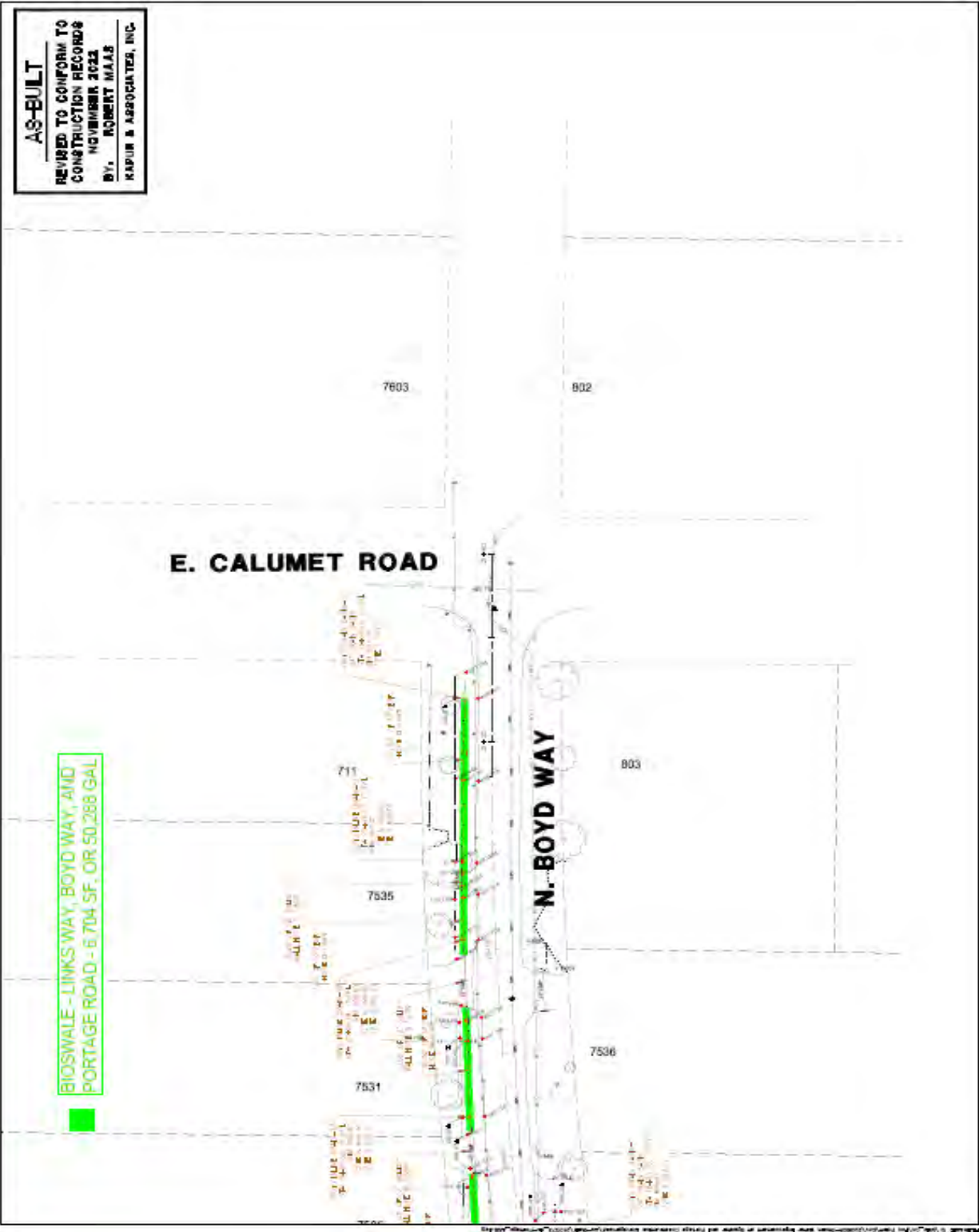
By: _____

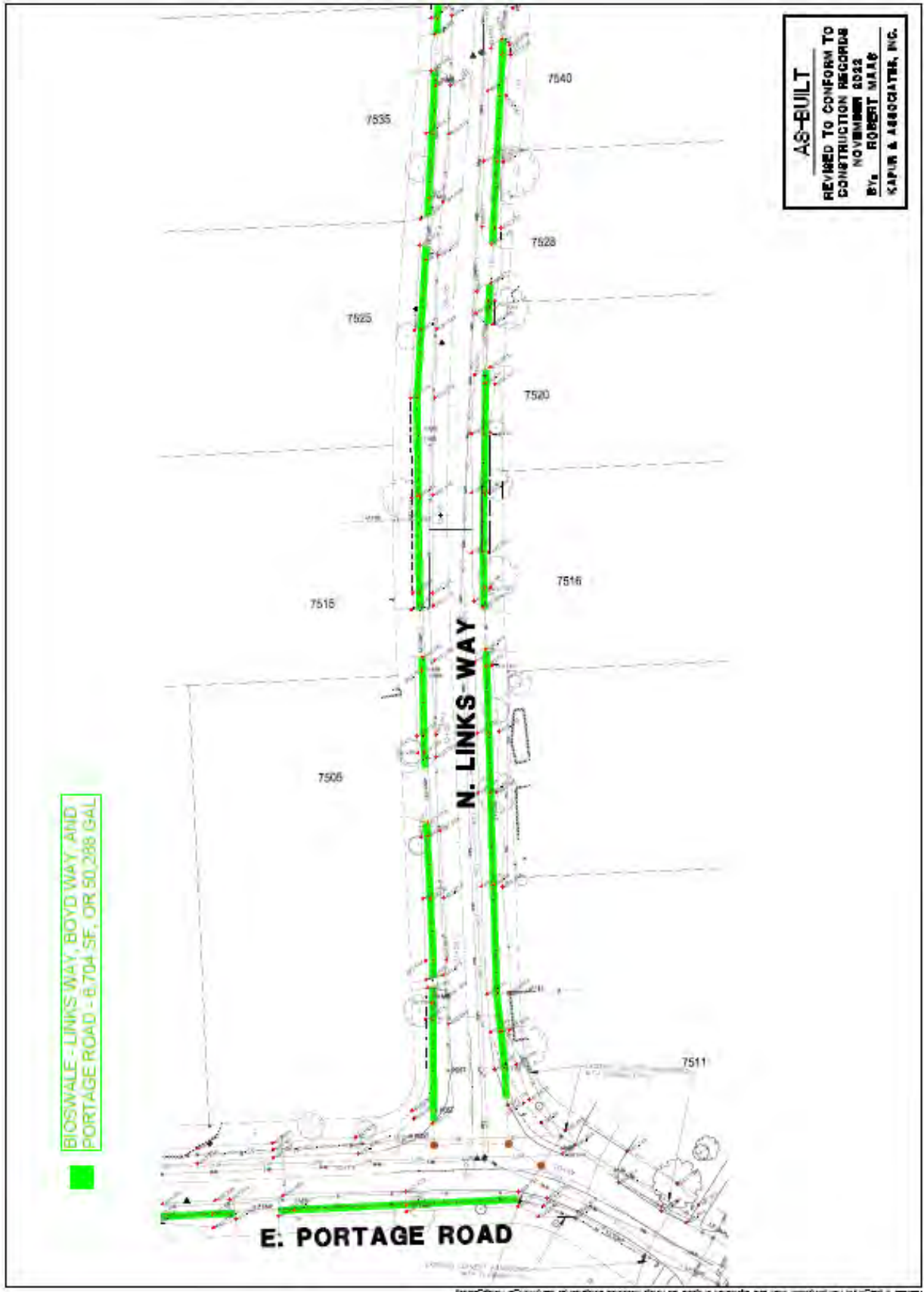
Attorney for the District

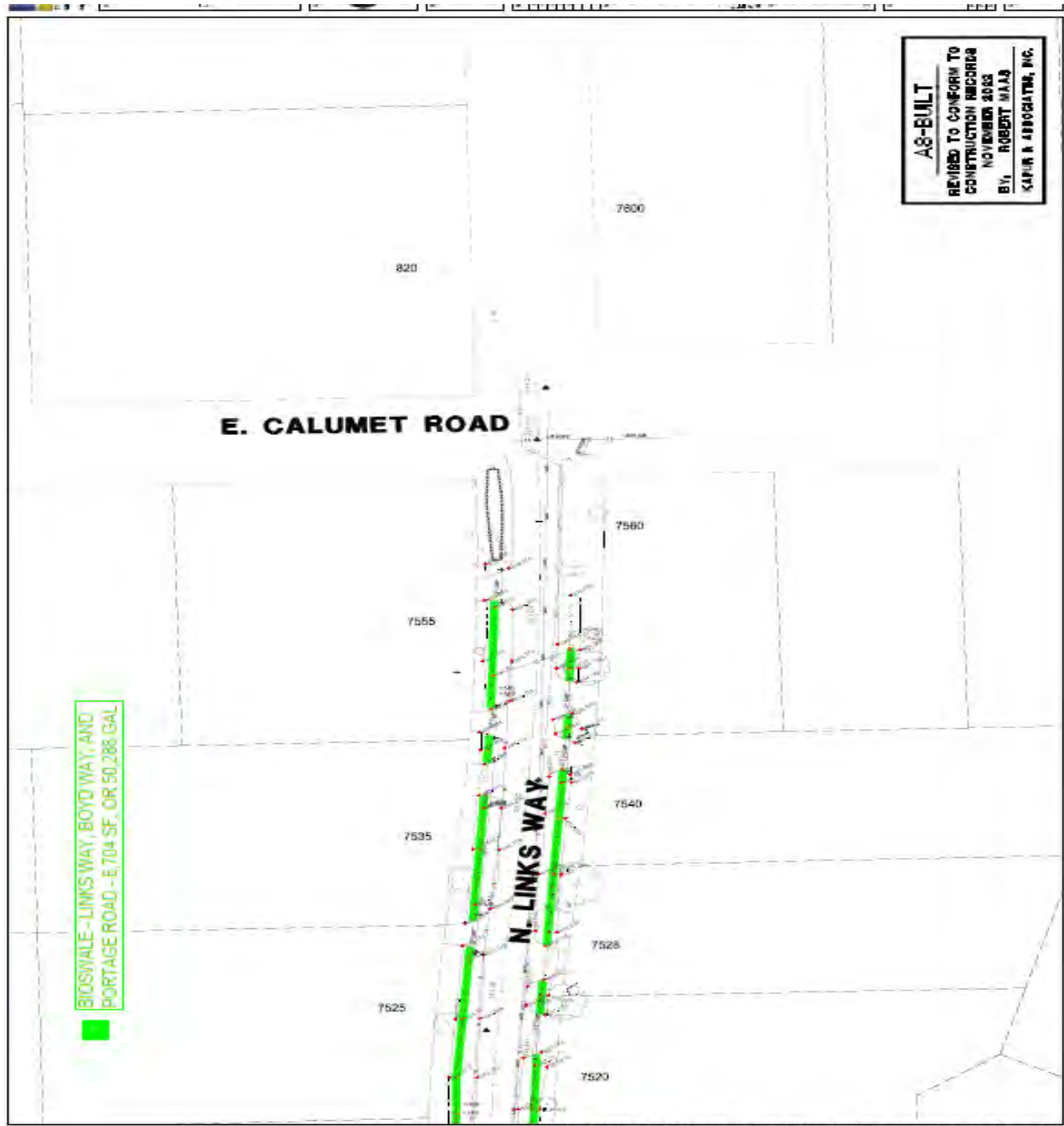
Exhibit A
Bioswale Location













Green Infrastructure Ten-Year Maintenance Covenant for Bywater Lane Bioswales

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 consists of bioswales along the north side of East Bywater Lane, east of North Lake Drive and west of North Gray Log Lane, as shown in Exhibit A. The total bioswale area is 3,368 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 23,198 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.
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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.

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- 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.

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- 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 a waiver by 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.

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
President

Date: _____

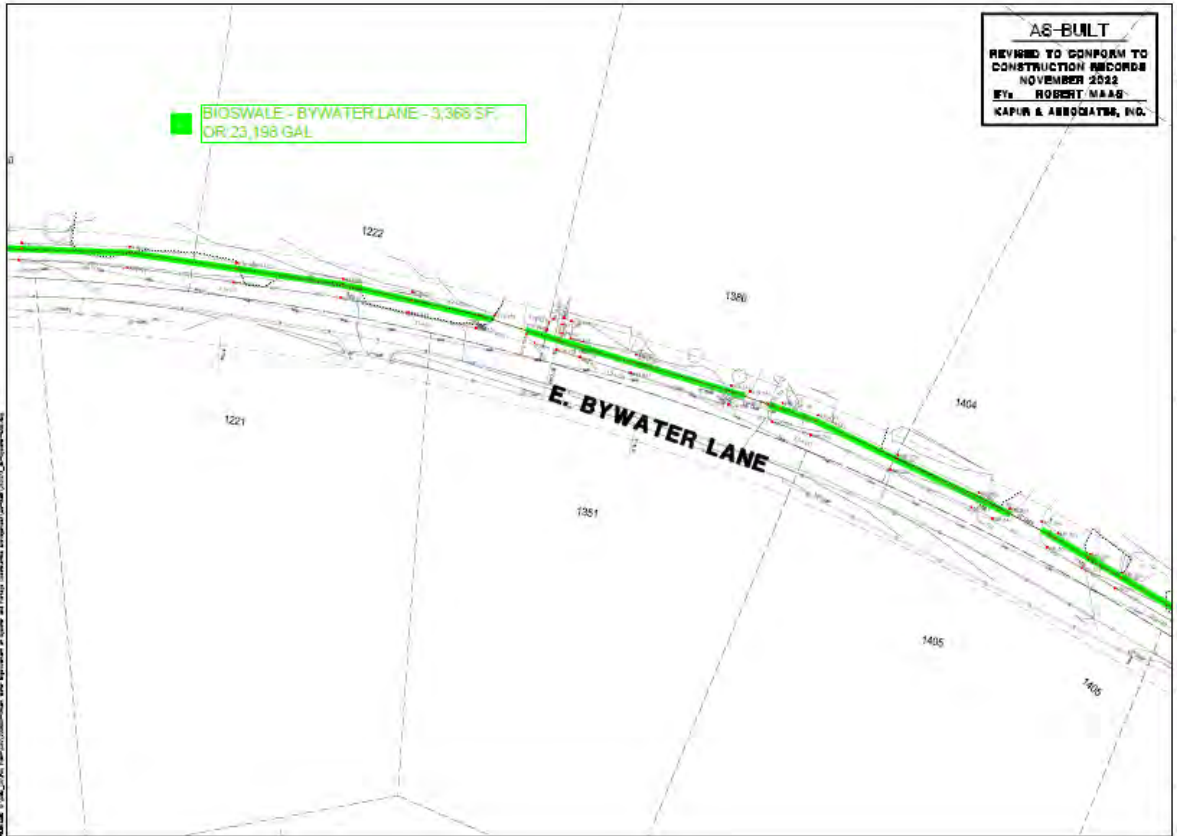
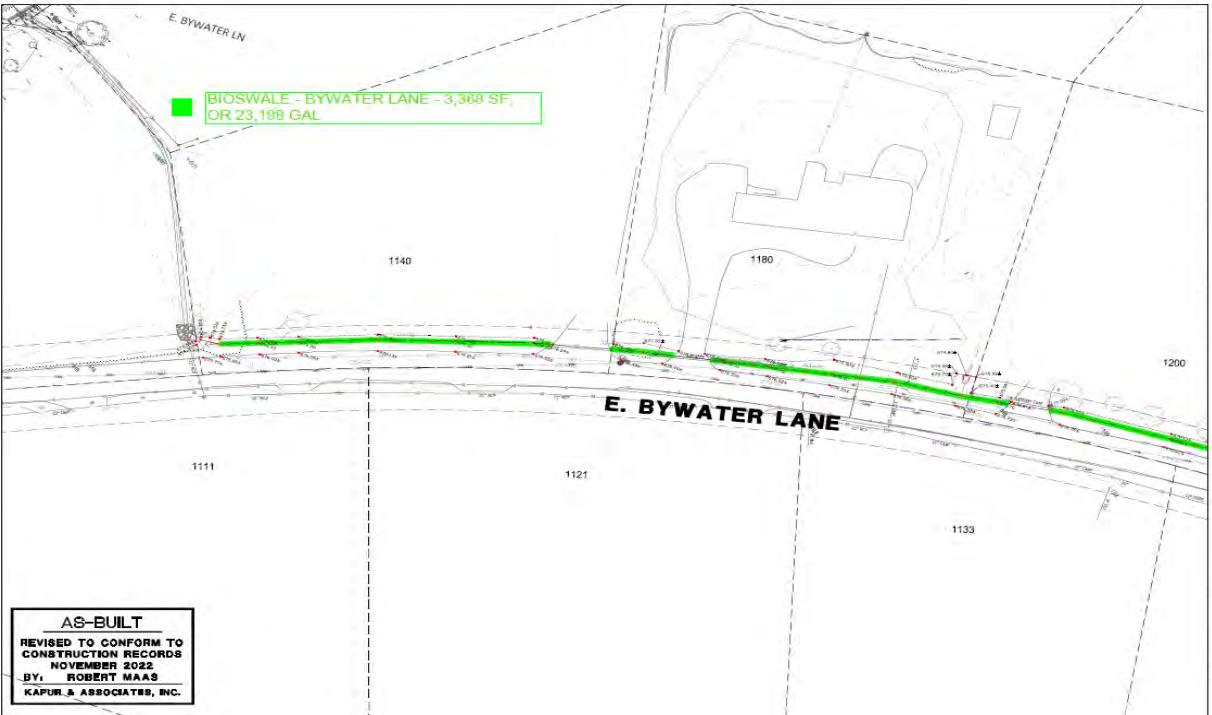
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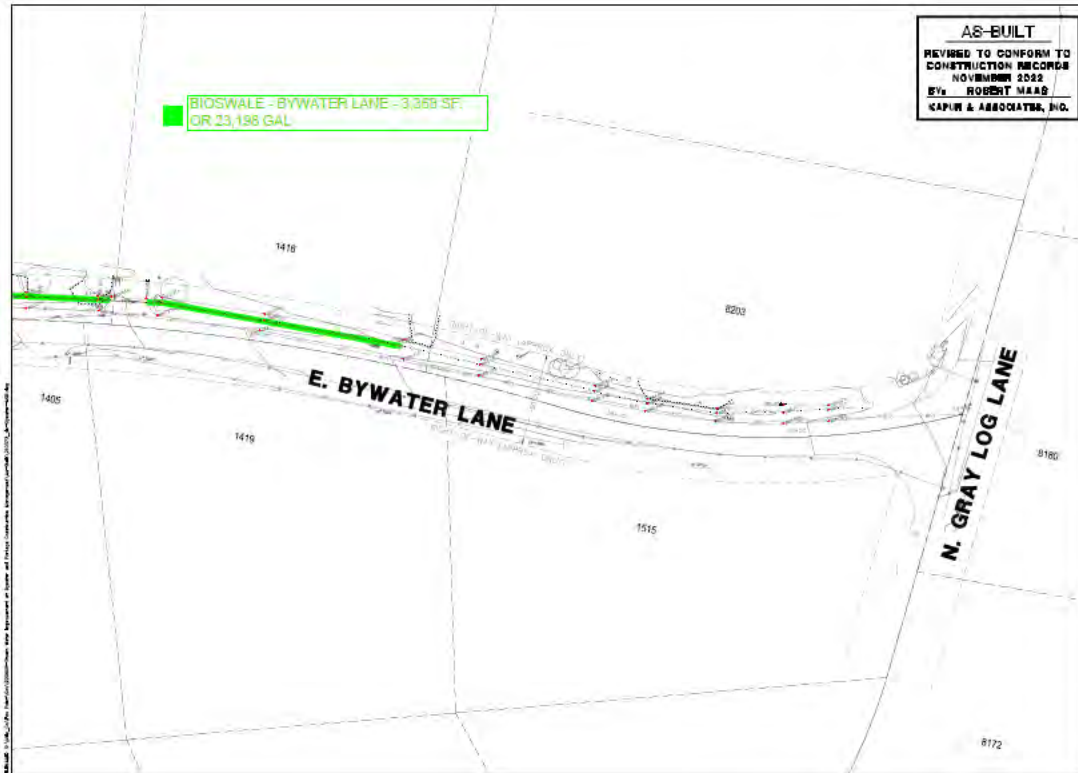
Approved as to Form

By: _____

Attorney for the District

Exhibit A
Bioswale Location







VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: January 30, 2023
Re: Recommendation for Approval of Three-Party Amendment No. 2 between the Department of Transportation, Kapur & Associates and the Village of Fox Point

In October 2020, Fox Point entered into a three-party agreement with the Department of Transportation and Kapur & Associates to perform design activities associated with the repaving of Lake Drive. The original three-party anticipated that Lake Drive would be a perpetuation project; that is, the road will be milled and overlaid but no other improvements would be made. At the June 2022 Village Board meeting, the Village agreed to Amendment No. 1 whereby the DOT agreed to incorporate design changes to allow for bike lanes and crosswalks.

The Village also continued to work with Kapur under a two-party agreement to evaluate the twenty one (21) culvert crossings under Lake Drive and presented the findings to the DOT last fall. Of the twenty one culvert crossings, eight were shown to be deteriorated to the point where replacement is deemed necessary and the DOT has agreed to incorporate those eight crossings into their construction contract. This Amendment No. 2 includes design for the eight culvert pipes and three additional temporary limited easements in order to replace the eight culverts.

DOT requested that Kapur prepare Amendment No. 2 to the three-party agreement to address these design activities. The additional cost to perform these design activities is \$54,062.74 of which the Village of Fox Point will be responsible for twenty-five percent (25%) of the cost over the duration of the project (approximately \$13,500). The total value of the contract with Amendment Nos. 1 and 2 is \$440,689.59 and the Village's share will be \$110,172.40. The vast majority of the construction costs for the road (bike lanes, simple crosswalks, eight culvert crossings, road repaving) will be borne by the DOT/State and the Village will be responsible for non-participating items (e.g., smart crosswalks, water main crossings and replacements, additional storm sewer work).

It is my recommendation that the Village Board approve the three-party amendment with the DOT and Kapur in the amount of \$54,062.74 and authorize the Village President and Village Clerk/Treasurer to sign the amendment on behalf of the Village.

AMENDMENT NO. 2 TO THE CONTRACT
BETWEEN Village of Fox Point (MUNICIPALITY),
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND Kapur & Associates, Inc. (CONSULTANT) FOR

Project ID 2225-00-03
Lake Drive (STH 32)
School Road to Dean Road
Milwaukee County

The contract made and entered into by and between the MUNICIPALITY, DEPARTMENT and CONSULTANT, dated January 27, 2021 is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

The primary reasons for the amendment are the addition of scope and hours for replacing existing drainage cross culverts and manholes in poor condition and preparing additional Right-of-Way Plat Exhibits.

The current contract completion date is December 31, 2025 **(no change)**.

BASIS OF PAYMENT

The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

1. For project management, meetings, field survey, data gathering, environmental document preparation, hazardous materials investigation, agency and utility coordination, public involvement, reports, preliminary and final roadway engineering, PSE preparation and submittal, actual costs to the CONSULTANT up to \$396,534.47 **(increase of \$49,370.45)** plus a fixed fee of \$28,478.32 **(increase of \$3,507.29)**, not to exceed \$425,013.09 **(increase of \$52,877.74)** in total.
2. For hazardous materials environmental records search subcontracted to LightBox, the CONSULTANT'S actual cost to LightBox based on a lump sum of \$830.00 **(no change)**.
3. For Archaeological Surveys and Studies, subcontracted to Archaeological Research, Inc., the CONSULTANT'S actual cost to Archaeological Research, Inc. based on a lump sum of \$2,980.25 **(no change)**.
4. For Historical Surveys and Studies, subcontracted to TES Historical Consulting LLC, the CONSULTANT'S actual cost to TES Historical Consulting LLC based on a lump sum of \$7,916.25 **(no change)**.
5. For Title Searches, subcontracted to Land Title Services, the CONSULTANT'S actual cost to Land Title Services not to exceed \$3,950.00 **(increase of \$1,185.00)** for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost
Title Search	Each	\$395.00

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$440,689.59 **(increase of \$54,062.74)**.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Southeast Region office located in Waukesha, WI and will be completed by December 31, 2025 **(no change)**. Deliver PROJECT DOCUMENTS to 141 NW Barstow Street, Waukesha, WI unless other directions are given by the DEPARTMENT.

The DEPARTMENT REPRESENTATIVE is: Nguyen Ly, Project Manager, 141 NW Barstow Street, Waukesha, WI; Nguyen.Ly@dot.wi.gov; (262) 548-8739.

The MUNICIPALITY REPRESENTATIVE is: Scott Brandmeier; Director of Public Works; 7200 North Santa Monica Boulevard, Fox Point, WI; sbrandmeier@villageoffoxpoint.com; (414) 351-8900.

The CONSULTANT REPRESENTATIVE is: Aaron Bubb, Project Manager; 7711 North Port Washington Road, Milwaukee, WI; abubb@kapurinc.com; (414) 751-7230.

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

For the DEPARTMENT

By: _____

By: _____

Title: _____

Contract Manager, WisDOT

Date: _____

Date: _____

For the Village of Fox Point (MUNICIPALITY)

By: _____

Douglas H. Frazer
Village President

Date: _____

By: _____

Kelly A. Meyer
Village Clerk/Treasurer

Date: _____

Amendment #2

VI. SPECIAL PROVISIONS

The following shall be added to Section VI. of the Special Provisions included in the approved three-party design contract between the Wisconsin Department of Transportation (DEPARTMENT), the Village of Fox Point (MUNICIPALITY), and Kapur & Associates, Inc. (CONSULTANT) dated January 27, 2021.

J. ROAD PLANS

Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

- Drainage/Culvert Pipe Plan (replacement of up to eight culvert pipes and four manholes due to poor condition)

K. PLATS

- (1) Prepare Right-of-Way Plat Exhibits for up to ten (10) parcels (an increase of three) as defined in the MANUAL.
- (2) Each Right-of-Way Plat Exhibit shall show coordinates on all section corners, HMOD's and on all main line and side road survey line/reference line PI's.
- (3) CONSULTANT shall provide a title report for those parcels to be acquired on the Right-of-Way Plat Exhibits. A copy of the last deed of record and copies of any referenced documents delineated in the last deed, all documented easements of record, appropriate quarter section maps and tax roll listings and if applicable subdivision plats or certified survey maps. CONSULTANT is responsible to review all title commitments, to update name changes, utility easements and other documents of record and to update the Right-of-Way Plat Exhibits.
- (4) The CONSULTANT shall prepare a Preliminary Exhibits which can be reviewed by the MUNICIPALITY.
- (5) A right-of-way description shall be provided for all individual parcels of land to be acquired as Right-of-Way for the PROJECT. An individual legal description shall be provided for each parcel. Descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. For all unplatted property the descriptions shall be referenced to and tied into the pertinent section or quarter section corners. The CONSULTANT shall submit the legal descriptions on a hard copy and a WORD file to the MUNICIPALITY.
- (6) The CONSULTANT shall provide on the Right-of-Way Plat Exhibits, point numbers for all new Right-of-Way points to be monumented and all existing Right-of-Way points. Point numbers should correspond to data as submitted in Section H

SURVEYS. An e-mail file with point numbers in Land XML format, in coordinates is to be provided to the MUNICIPALITY.

- (7) A table shall be assigned to every Right-of-Way Plat Exhibit stating the historical basis for dimensioning the existing highway Right-of-Way, to also include intersecting side roads. The coordinate basis for the plat exhibits shall be on each detail sheet.
- (8) The CONSULTANT will be responsible for all changes to the plat exhibits and legal descriptions until the Real Estate Certification is completed. Changes on the Right-of-Way Plat Exhibits that occur following the initial relocation order (excluding hardship or protective purchase) are to be anticipated and are part of this CONTRACT.
- (9) The CONSULTANT shall provide graphical data files for the following <examples include preliminary design, Right-of-Way Plat Exhibits, complete plan sets, etc.>. All graphical files shall be in accordance with the data exchange and CADD standards outlined in the FDM.
- (10) The MUNICIPALITY shall file and record the final relocation order.
- (11) Appraisal Staking of Right of Way and Easements
 - (a) The CONSULTANT shall stake existing and proposed right of way and easements one time for up to ten parcels (an increase of three) for viewing and use by appraisers and property owners. Additional parcels and restaking shall be considered extra work.
 - (b) The CONSULTANT shall provide field surveyed locations of encroachments as requested by the MUNICIPALITY and any previously unknown encroachments that come to light during the field staking.
 - (c) The CONSULTANT shall provide a filled-out Encroachment Reporting Form and provide digital pictures of the encroachment.
 - (d) Alignment, Right of Way, and Easement staking for the purposes of utility relocations are not included in this CONTRACT.
- (12) Real Estate services including appraisals, negotiations, and acquisitions are not included in this AMENDMENT and shall be considered additional work.
- (13) Final Monumentation of Right-of-Way and Easements are not included in this AMENDMENT and shall be considered additional work.

R. CULVERT PIPE REPLACEMENT

Design the replacement for up to eight (8) drainage cross culvert pipes and four (4) manholes due to poor condition as documented in DEPARTMENT's Final Scope Certification.

- (1) CONSULTANT shall coordinate with the MUNICIPALITY, DEPARTMENT, WDNR, and MMSD during the design and development of construction plans.
- (2) Perform hydraulic analysis, evaluate storm water in accordance with DEPARTMENT Standards (FDM 13-10), and determine new culvert sizing for up to eight (8) existing cross culverts. Include information on location, geometry, material type, approach roadway cross-section, and disposition of existing pipe if applicable. Design for the replacement culverts includes endwalls and regrading of existing ditches as needed at each location to facilitate positive drainage. It is assumed that these drainage culvert pipes are not located at stream crossings. Stream Crossing Structure Survey Reports, Hydraulic Reports and HEC-RAS analysis are not included in this CONTRACT.
- (3) Provide downstream ravine analysis and TMDL considerations.
- (4) Develop plan sheets at 1"=100' horizontal. Proposed cross culvert pipes will be shown over topographic base mapping, proposed pavement (screened), existing utilities (screened), and proposed alignments with stationing.
 - (a) The following items will be annotated on these plans:
 - i. Proposed structure numbers.
 - ii. Pipe numbers.
 - iii. Pipe inverts, slope, and diameter.
 - iv. Overland drainage flow arrows.
 - v. Proposed end wall numbers.
 - vi. Adjusted or reconstructed structure numbers.
- (5) Station and offset, structure type, cover type, pipe material, pipe length, structure depths, elevations, and stage of construction will not be annotated on the plan. Instead, this information will be shown on the drainage structure tables.

Project ID 2225-00-03
STH 32 (Lake Drive)
School Road to Dean Road
Milwaukee County
Amendment #2

Summary of Staff Hours and Direct Labor

Classification		Project Manager		Project Engineer		Staff Engineer		Surveyor		Technician			
Average Hourly Wage		\$65.81		\$51.60		\$42.57		\$55.60		\$39.78		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
PROJECT ADMINISTRATION AND COORDINATION	740	20	\$1,316.20	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	20	\$1,316.20
RIGHT-OF-WAY PLAT	784	8	\$526.48	0	\$0.00	0	\$0.00	42	\$2,335.20	38	\$1,511.64	88	\$4,373.32
CULVERT PIPE REPLACEMENT	412	4	\$263.24	50	\$2,580.00	156	\$6,640.92	0	\$0.00	105	\$4,176.90	315	\$13,661.06
TOTAL:		32	\$2,105.92	50	\$2,580.00	156	\$6,640.92	42	\$2,335.20	143	\$5,688.54	423	\$19,350.58

**Totals Rounded

**Project ID 2225-00-03
STH 32 (Lake Drive)
School Road to Dean Road
Milwaukee County
Amendment #2**

Fee Computation Summary by Engineering Task

Task	Activity Code	Direct Labor Costs	Indirect Labor Costs	Fixed Fee	Direct Expenses	Total
PROJECT ADMINISTRATION AND COORDINATION	740	\$1,316.20	\$2,035.11	\$238.56	\$18.75	\$3,608.62
RIGHT-OF-WAY PLAT	784	\$4,373.32	\$6,762.03	\$792.66	\$62.50	\$11,990.51
CULVERT PIPE REPLACEMENT	412	\$13,661.06	\$21,122.73	\$2,476.07	\$18.75	\$37,278.61
TOTAL		\$19,350.58	\$29,919.87	\$3,507.29	\$100.00	\$52,877.74

Home Office Overhead Rate: 1.5462

Fixed Fee: 7.25%

Project ID 2225-00-03
STH 32 (Lake Drive)
School Road to Dean Road
Milwaukee County
Amendment #2
Consultant Weighted Average Direct Labor Rates

Classification: Project Manager

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
8252	\$62.00	100.00%	\$62.00
TOTAL		100.00%	\$62.00

Classification: Project Engineer

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
8270	\$44.00	10.00%	\$4.40
8252	\$62.00	15.00%	\$9.30
8386	\$48.10	20.00%	\$9.62
8434	\$46.00	55.00%	\$25.30
TOTAL		100.00%	\$48.62

Classification: Staff Engineer

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
8434	\$46.00	40.00%	\$18.40
8741	\$35.00	50.00%	\$17.50
8780	\$42.00	10.00%	\$4.20
TOTAL		100.00%	\$40.10

Classification: Surveyor

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
8112	\$46.30	60.00%	\$27.78
8344	\$61.50	40.00%	\$24.60
TOTAL		100.00%	\$52.38

Classification: Technician

Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
8407	\$35.42	20.00%	\$7.08
8230	\$36.20	25.00%	\$9.05
8366	\$38.50	50.00%	\$19.25
8780	\$42.00	5.00%	\$2.10
TOTAL		100.00%	\$37.48

**Wage Rates Rounded

**Project ID 2225-00-03
STH 32 (Lake Drive)
School Road to Dean Road
Milwaukee County
Amendment #2
Consultant Individual Direct Labor Rates**

Employee Name	Classification	Current Rate	% Pay Increase #1	New Pay Rate #1	Date of Increase #1	% Pay Increase #2	New Pay Rate #2	Date of Increase #2	% Pay Increase #3	New Pay Rate #3	Date of Increase #3	% Work at Current Rate	% Work at Increased Rate #1	% Work at Increased Rate #2	% Work at Increased Rate #3	Weighted Average Hourly Rate
Weighted	Project Manager	\$62.00	5.00%	\$65.10	1-Oct-23	5.00%	\$68.36	1-Oct-24	5.00%	\$71.78	1-Oct-25	28.00%	32.00%	32.00%	8.00%	\$65.81
Weighted	Project Engineer	\$48.62	5.00%	\$51.05	1-Oct-23	5.00%	\$53.60	1-Oct-24	5.00%	\$56.28	1-Oct-25	28.00%	32.00%	32.00%	8.00%	\$51.60
Weighted	Staff	\$40.10	5.00%	\$42.11	1-Oct-23	5.00%	\$44.22	1-Oct-24	5.00%	\$46.43	1-Oct-25	28.00%	32.00%	32.00%	8.00%	\$42.57
Weighted	Surveyor	\$52.38	5.00%	\$55.00	1-Oct-23	5.00%	\$57.75	1-Oct-24	5.00%	\$60.64	1-Oct-25	28.00%	32.00%	32.00%	8.00%	\$55.60
Weighted	Technician	\$37.48	5.00%	\$39.35	1-Oct-23	5.00%	\$41.32	1-Oct-24	5.00%	\$43.39	1-Oct-25	28.00%	32.00%	32.00%	8.00%	\$39.78

Contract Completion Date: December 31, 2025

Current	12/22 to 10/23	10 months	28%
Increase #1	10/23 to 10/24	12 months	32%
Increase #2	10/24 to 10/25	12 months	32%
Increase #3	10/25 to 12/25	3 months	8% PSE=5/1/25
		37 months	100%

**Wage Rates Rounded

Project ID 2225-00-03
STH 32 (Lake Drive)
School Road to Dean Road
Milwaukee County
Amendment #2
Direct Expenses by Item

Item	Activity Code	Unit	Unit Type	Rate	Total Expenses
Mileage (Coordination) - Personal Vehicle Miles	740	30	Miles	\$0.625	\$18.75
Mileage (Plat Staking) - Company Vehicle Miles	784	100	Miles	\$0.625	\$62.50
Mileage (Culvert Design) - Personal Vehicle Miles	412	30	Each	\$0.625	\$18.75
TOTAL					\$100.00

**Project ID 2225-00-03
STH 32 (Lake Drive)
School Road to Dean Road
Milwaukee County
Amendment #2
Consultant Contract Total Fee Computation**

Project ID	Amendment #2	Amendment #1	Original Contract	Total for Contract
Number of Staff Hours	423	1,146	2,291	3,860
Total Direct Labor	\$19,350.58	\$49,533.30	\$88,239.55	\$157,123.43
Total Indirect Labor Costs	\$29,919.87	\$69,470.45	\$136,497.74	\$235,888.06
Direct Expenses	\$100.00	\$93.60	\$3,329.38	\$3,522.98
Subtotal	\$49,370.45	\$119,097.35	\$228,066.67	\$396,534.47
Fixed Fee	\$3,507.29	\$8,977.92	\$15,993.41	\$28,478.62
Subtotal	\$52,877.74	\$128,075.27	\$244,060.08	\$425,013.09
Subcontract 1 - LightBox	\$0.00	\$0.00	\$830.00	\$830.00
Subcontract 2 - Archaeological Research, Inc.	\$0.00	\$2,980.25	\$0.00	\$2,980.25
Subcontract 3 - TES Historical Consulting, LLC.	\$0.00	\$7,916.25	\$0.00	\$7,916.25
Subcontract 4 - Land Title Services	\$1,185.00	\$2,765.00	\$0.00	\$3,950.00
TOTAL COST	\$54,062.74	\$141,736.77	\$244,890.08	\$440,689.59

Home Office Overhead Rate 154.26%

Fixed Fee 7.25%



7700 West Bluemound Road
Wauwatosa, WI 53213-3440
phone: 414-259-5060
fax: 414-259-5067

January 13, 2023

Kapur, Inc.
Jason L. Herther
7711 N Port Washington Road
Milwaukee, Wisconsin 53217

Project ID: 2225-00-03
Project Title: STH32/Lake Drive School Road to Dean Road
Amendment #2
Village of Fox Point
Milwaukee County

Dear Jason:

We propose to provide the title searches on 10 parcels (an increase of 3 parcels) for \$395.00 per parcel for a cost per unit proposal not to exceed \$3950.00 (an increase of \$1,185.00).

Our certificate will include all entries of record in the past five years and will include the last conveyance of record if more than five years old. Also included will be all easements in the last 60 years, and all highway deeds of record in the last 60 years, all condominium declarations and recorded plats and all outstanding mortgages of record. In addition, we will provide all unsatisfied judgments in the last 10 years and all open financing statements within the last five years.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Mertz', is written over the word 'Sincerely,'.

Charles S. Mertz
Vice-President

CM



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: Steve West *SW*
Through: Scott Brandmeier, Scott Botcher *SB*
Date: January 24th, 2023
Re: DPW Pick-up truck

We received two quotes for the purchase of a new Pick-up truck, **I recommend that the Village accept the quote of Badger Truck and Auto Group in the amount of \$56,130.00** for (1) 2023 2500HD Chevrolet Silverado Pick-up Truck including the trade-in credit of \$10,000.00 for (1) 2010 2500HD GMC Pick-up Truck, the trade-in credit amount will be subject to milage and condition at time of trade-in.

The purchase price of \$56,130.00 also includes a new plow, liftgate, safety lights, tool box, trailer hitch, ladder rack, and floor mats.

We received two quotes both from Badger Truck and Auto Group, the other quote was for a 2023 Ford F-250 Super Duty pick-up truck; Ford was unable to secure a delivery date that was given by the Village.

I would also like to request an additional \$1,500.00 for graphics and small miscellaneous equipment to complete this unit, bringing the **total amount requested at this time to \$57,630.00**. We budgeted \$60,000.00 for this purchase from account #40-91400-806

Thank you,

Steve West



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: February 7, 2023

Re: Acceptance of Bid for the 2023 Beach Drive Water Main Replacement Project

In advance of the anticipated revetment project along Lake Michigan, staff proposed replacement of the Beach Drive water main between the approximate 8000 and 8050 block of North Beach Drive in order to remove the main from the rear yards of the homes along that stretch. The water main is proposed to be installed within the right of way along Beach Drive so that access to it in the future is far easier. Bids received last July were far greater than the amount budgeted so staff recommended the bids be rejected at the August 2022 Village Board meeting.

Subsequently, staff proposed the addition of the water main along the southern stretch of Beach Drive (approximately 7328 to 7600) along with the northern stretch in order to replace the water mains located either in rear and side yards (northern stretch) or the area that has experienced repeated water main breaks (southern stretch) and for the work to be done prior to the completion of the revetment project. This method is being proposed because the road along those stretches will be replaced as part of the revetment project and excavation into the road for the water main work reduces the need to patch or replace the road a second time.

MSA prepared the design for the work and bids were opened on February 6, 2023. Four bids were received to perform the work – ranging from approximately \$1.5 million to \$2.0 million and the engineer's cost estimate was approximately \$1.4 million.

After reviewing the bids, MSA is recommending that the bid be awarded to MJ Construction in the amount of \$1,485,316. The Village budgeted \$2,250,000 to perform the work (including construction inspection) and we are well within the budgeted amount for the project.

Therefore, it is my recommendation that the Village Board accept the bid of MJ Construction in the amount of \$1,485,316 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.

NOTICE OF AWARD

Date: _____

Project:

2023 N. Beach Drive Water Main Improvements

Owner:

Village of Fox Point

Owner's Contract No.:

Contract:

Village of Fox Point - 2023 N. Beach Drive Water Main
Improvements

Engineer's Project No.:

17951007

Bidder:

MJ Construction

Bidder's Address:

6000 N. 91st Street

Milwaukee, WI 53225

You are notified that your Bid dated February 6, 2023 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 2023 N. Beach Drive Water Main Improvements

Base Bid

The Contract Price of your Contract is One Million, Four Hundred Eighty-Five Thousand, Three Hundred Sixteen and 00/100 Dollars (\$1,485,316.00).

1 copy of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

1 set of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner 1 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Village of Fox Point

Owner

By: _____

Authorized Signature

Title

Copy to Engineer



P (608) 242-7779
TF (800) 362-4505
F (608) 242-5664
www.msa-ps.com

February 7, 2023

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

Re: 2023 N. Beach Drive Water Main Improvements
Village of Fox Point

Dear Mr. Brandemeier:

Upon review of the bids received on February 6, 2023 for the above-referenced project, it was found that they were submitted by qualified contractors. It is our recommendation that the low responsive bidder listed below be accepted and award made at your next meeting.

MJ Construction
6000 N. 91st Street
Milwaukee, WI 53225

Bid Amount \$1,485,316.00

Please execute the enclosed Notice of Award for the contract. Once the form is signed, please email a copy back to ideuchars@msa-ps.com. After receiving the executed copy, we will forward one copy of the Notice of Award and the remaining contract package to the Contractor.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink, appearing to read "Joe DeYoung", is written over a light blue circular stamp.

Joe DeYoung
Regional Service Line Leader

JD:ld
Enc.

Village of Fox Point - 2023 S. Beach Drive Watermain Improvements (#8363941)
Owner: Village of Fox Point
Solicitor: MSA Professional Services - Madison
02/06/2023 10:00 AM CST
MSA Project #17951007

					MJ Construction, Inc.		Super Excavators, Inc.		korff plumbing LLC		Mid City Corporation	
Section Title	Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid												
	1	Mobilization, Bonds & Insurance	LS	1	\$4,500.00	\$4,500.00	\$104,000.00	\$104,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00
	2	Traffic Control	LS	1	\$20,000.00	\$20,000.00	\$19,088.00	\$19,088.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00
	3	Erosion and Sedimentation Controls	LS	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$18,500.00	\$18,500.00	\$15,000.00	\$15,000.00
	4	Turf Restoration	LS	1	\$51,000.00	\$51,000.00	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
	5	Remove Asphalt Pavement	SY	3360	\$1.50	\$5,040.00	\$1.00	\$3,360.00	\$10.25	\$34,440.00	\$5.00	\$16,800.00
	6	Excavation Below Subgrade w/ Breaker Run and Type R Fabric	CY	60	\$25.00	\$1,500.00	\$20.00	\$1,200.00	\$36.00	\$2,160.00	\$100.00	\$6,000.00
	7	Dense Graded Base	TON	2400	\$3.00	\$7,200.00	\$25.00	\$60,000.00	\$21.00	\$50,400.00	\$28.00	\$67,200.00
	8	Asphaltic Concrete Pavement, 3.5-Inch Thick	TON	168	\$145.00	\$24,360.00	\$300.00	\$50,400.00	\$228.00	\$38,304.00	\$200.00	\$33,600.00
	9	Remove Brick Pavers	SF	542	\$3.00	\$1,626.00	\$1.00	\$542.00	\$5.00	\$2,710.00	\$5.00	\$2,710.00
	10	Geogrid	SY	3360	\$1.50	\$5,040.00	\$3.00	\$10,080.00	\$4.00	\$13,440.00	\$1.50	\$5,040.00
	11	Hydrant	EA	9	\$9,950.00	\$89,550.00	\$8,000.00	\$72,000.00	\$11,350.00	\$102,150.00	\$12,500.00	\$112,500.00
	12	8-Inch HDD Water Main	LF	3700	\$213.00	\$788,100.00	\$234.00	\$865,800.00	\$225.00	\$832,500.00	\$280.00	\$1,036,000.00
	13	6-Inch Water Main	LF	150	\$75.00	\$11,250.00	\$270.00	\$40,500.00	\$150.00	\$22,500.00	\$300.00	\$45,000.00
	14	8-Inch Valve & Box	EA	9	\$3,100.00	\$27,900.00	\$2,883.00	\$25,947.00	\$3,200.00	\$28,800.00	\$2,500.00	\$22,500.00
	15	6-Inch Valve & Box	EA	9	\$2,200.00	\$19,800.00	\$2,042.00	\$18,378.00	\$2,200.00	\$19,800.00	\$2,200.00	\$19,800.00
	16	6-Inch Cap	EA	4	\$550.00	\$2,200.00	\$300.00	\$1,200.00	\$450.00	\$1,800.00	\$500.00	\$2,000.00
	17	8-Inch 11.25° Bend	EA	1	\$450.00	\$450.00	\$450.00	\$450.00	\$335.00	\$335.00	\$1,500.00	\$1,500.00
	18	8-Inch 22.5° Bend	EA	3	\$455.00	\$1,365.00	\$450.00	\$1,350.00	\$450.00	\$1,350.00	\$1,500.00	\$4,500.00
	19	8-Inch 45° Bend	EA	10	\$475.00	\$4,750.00	\$450.00	\$4,500.00	\$500.00	\$5,000.00	\$2,000.00	\$20,000.00
	20	8-Inch 90° Bend	EA	2	\$525.00	\$1,050.00	\$550.00	\$1,100.00	\$500.00	\$1,000.00	\$2,250.00	\$4,500.00
	21	8-Inch Tee	EA	1	\$785.00	\$785.00	\$750.00	\$750.00	\$800.00	\$800.00	\$2,000.00	\$2,000.00
	22	8-Inch x 6-Inch Tee	EA	10	\$675.00	\$6,750.00	\$650.00	\$6,500.00	\$800.00	\$8,000.00	\$2,000.00	\$20,000.00
	23	8-Inch x 6-Inch Reducer	EA	4	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00
	24	1-1/4-Inch HDPE Water Service (corporation to curb stop)	LF	600	\$160.00	\$96,000.00	\$262.00	\$157,200.00	\$110.00	\$66,000.00	\$85.00	\$51,000.00
	25	Directional Drill 1-1/4-Inch HDPE Water Service (curb stop to point of connection)	LF	850	\$175.00	\$148,750.00	\$42.00	\$35,700.00	\$150.00	\$127,500.00	\$85.00	\$72,250.00
	26	1-1/4-Inch Corporation, Curb Stop, Box, Rod, and 1 1/4-Inch Connection	EA	17	\$975.00	\$16,575.00	\$800.00	\$13,600.00	\$3,900.00	\$66,300.00	\$5,000.00	\$85,000.00
	27	Connect to Exist. Water Meter (8003 N Beach Dr Internal)	EA	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
	28	Connect to Exist. Water Service (8005 N Beach Dr External)	EA	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00
	29	Connect to Exist. Water Service (External)	EA	3	\$900.00	\$2,700.00	\$2,500.00	\$7,500.00	\$8,500.00	\$25,500.00	\$10,000.00	\$30,000.00

	30	Imported Granular Backfill (Trucked Backfill), Water Main	CY	3000	\$3.00	\$9,000.00	\$12.00	\$36,000.00	\$28.00	\$84,000.00	\$20.00	\$60,000.00
	31	Abandon Existing Watermain	LS	1	\$24,000.00	\$24,000.00	\$20,000.00	\$20,000.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00
	32	Abandon Existing Water Service	LS	1	\$725.00	\$725.00	\$20,000.00	\$20,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00
	33	Remove Existing Water Service	LS	1	\$1,500.00	\$1,500.00	\$30,000.00	\$30,000.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
	34	Remove Hydrant Lead and Valve	EA	7	\$5,200.00	\$36,400.00	\$2,750.00	\$19,250.00	\$1,000.00	\$7,000.00	\$750.00	\$5,250.00
	35	Remove 6" Valve	EA	3	\$5,300.00	\$15,900.00	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00	\$500.00	\$1,500.00
	36	Temporary Flushing Mechanism	EA	1	\$9,950.00	\$9,950.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
	37	Connect to Existing Water Main	EA	5	\$5,250.00	\$26,250.00	\$1.00	\$5.00	\$5,500.00	\$27,500.00	\$12,500.00	\$62,500.00
	38	Insulation, Rigid, 2-Inch Thick	SF	250	\$7.00	\$1,750.00	\$20.00	\$5,000.00	\$4.50	\$1,125.00	\$5.00	\$1,250.00
Base Bid Total:						\$1,485,316.00		\$1,720,000.00		\$1,773,914.00		\$1,988,900.00

BIDDER MJ Construction Inc.

BID

VILLAGE OF FOX POINT - 2023 N. BEACH DRIVE WATER MAIN IMPROVEMENTS
VILLAGE OF FOX POINT
MILWAUKEE COUNTY, WI

PROJECT #17951007

TABLE OF ARTICLES

<u>Article</u>	<u>Article</u>
<u>Number</u>	

1	Bid Recipient
2	Bidder's Acknowledgements
3	Bidder's Representations
4	Bidder's Certification
5	Basis of Bid
6	Time of Completion
7	Attachments to this Bid
8	Defined Terms
9	Bid Submittal

BIDDER MJ Construction Inc.

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

QuestCDN/vBID (www.QuestCDN.com)

Access the electronic bid form by downloading the project documents, and select the online bidding button at the top of the advertisement. Contact Quest at (952) 233-1632 if you have questions on how to upload your bid.

1.02 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDERS ACKNOWLEDGEMENTS

2.01 BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, BIDDER represents that:

A. BIDDER has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>1/24/2023</u>
<u>2</u>	<u>2/3/2023</u>
<u> </u>	<u> </u>

B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. BIDDER is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

D. BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except

BIDDER MJ Construction Inc.

Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. BIDDER has considered the information known to BIDDER; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) BIDDER's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, BIDDER does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 BIDDER certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- B. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid;
- C. BIDDER has not solicited or induced any individual or entity to refrain from bidding; and

BIDDER MJ Construction Inc.

- D. BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of OWNER, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

- 5.01 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

COMPLETE AND SUBMIT BID ITEMS ONLINE VIA QUEST

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT UNITS	UNIT PRICE	TOTAL PRICE
BASE BID					

BIDDER M.J. Construction Inc.

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL PRICE
-------------	---------------------	-------------	-------	---------------	----------------

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities determined as provided in the Contract Documents.

BIDDER MJ Construction Inc.

ARTICLE 6 - TIME OF COMPLETION

6.01 BIDDER agrees that the Work will be substantially completed on or before 06/10/2023 and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before 07/10/2023.

6.02 BIDDER accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THE BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond

B. List of Proposed Subcontractors

RT Underground

C. List of Proposed Suppliers

Ferguson Waterworks
Core & Main

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

E. Contractor's License No.: 943360 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by BIDDER to obtain said license within the time for acceptance of Bids;

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

BIDDER MJ Construction Inc.

ARTICLE 9 - BID SUBMITTAL

If BID is submitted by:

An Individual

Name (typed or printed): _____

By: _____

(SEAL)

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____ E-MAIL: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____ (SEAL)

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____ E-MAIL: _____

A Corporation

Corporation Name: MJ Construction Inc.

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability): _____

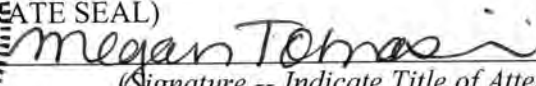
By: 

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Michelle Magin

Title: President

(CORPORATE SEAL)

Attest: 

(Signature -- Indicate Title of Attesting Signature)

Business address: 6000 N. 91st Street, Milwaukee, WI 53225

Phone No.: 414-760-3320 FAX No.: 414-760-3350 E-MAIL: michelle@mjconstruction.us

Date of Qualification to do business in Wisconsin is 7 / 1 / 1982.

BIDDER MJ Construction Inc.

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____ E-MAIL: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Business address: _____

Phone No.: _____ FAX No.: _____ E-MAIL: _____

SUBMITTED on _____, _____.

State Contractor License No. _____ (if applicable)



RESOLUTION

The Board of Directors of MJ Construction Inc. having met on April 19, 2019, hereby makes the following resolution:

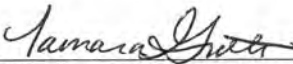
IT IS HEREBY RESOLVED that Kathleen Tomasini, Michelle Magin, Tamara Tomasini, and Megan Tomasini, as officers of MJ Construction Inc., shall be allowed to approve, accept, negotiate, and sign contracts for utility work for municipalities and private parties, financial documents and loan agreements until further resolution by the Board of Directors.

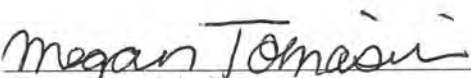
MJ Construction Inc. is solely owned by Kathleen G. Tomasini, who is also CEO and member of the Board of Directors, and sole stockholder of the corporation.

Dated this 19th day of April, 2019.


Kathleen Tomasini – CEO


Michelle Magin – President


Tamara Tomasini – Vice President


Megan Tomasini – Secretary





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: February 7, 2023

Re: Acceptance of Amendment No. 1 for Inspection Services for the 2023 Beach Drive Water Main Replacement Project

MSA Professional Services prepared the design and contract documents for the 2023 Beach Drive Water Main Improvement Project. Bids were opened on February 6, 2023 and four bids were received to perform the work.

MSA was requested to submit a proposal to the Village to perform the inspection and construction management services associated with the work. They are proposing to use the same inspector who will be on site during the revetment work to reduce the cost to the Village. They have submitted a proposal in the amount of \$62,000 to perform the work.

The proposal is a time and materials contract and the Village will only incur costs based on actual time spent performing inspection services. The proposal includes construction administration, observation and staking and post-construction activities to gather as-built documentation and work with the Village's GIS consultant to add the data to our GIS database. After reviewing the proposal, I am of the opinion that MSA can adequately perform the services and, therefore, it is my recommendation that the Village Board accept Amendment No. 1 from MSA Professional Services in the amount of \$62,000 and authorize the Village President and Village Clerk/Treasurer to sign the amendment on behalf of the Village.



Amendment No. 1

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

Date of Issuance: 02/07/2023

MSA Project No.: R17951007.0

This is an amendment to the Agreement dated 08/05/2022 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: Village of Fox Point – 2023 Water Main Improvements

The project scope has changed due to: Added construction related services.

The scope of the work authorized is: See attached.

The schedule to perform the work is: Approximate Start Date: 03/01/2023
Approximate Completion Date: 07/10/2023

The estimated fee for the work: \$62,000

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 time and materials basis.

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

VILLAGE OF FOX POINT

Douglas H. Frazer
Village President
Date: _____

Attest:

Clerk Name: _____
Date: _____

7200 N Santamonica Blvd
Fox Point, WI 53217
Phone: (414) 351-8900

MSA PROFESSIONAL SERVICES, INC.

Joe DeYoung, P.E.
Regional Public Works Manager
Date: 02/07/23

1702 Pankratz Street
Madison, WI 53704
Phone: (608) 242-7779
Fax: (608) 242-5664

ATTACHMENT A: SCOPE OF SERVICES

Village of Fox Point – 2023 Water Main Improvements

PROJECT DESCRIPTION

The Village of Fox Point – 2023 Water Main Improvements project will commence in the early spring of 2023. The work is anticipated to last for 2.5 to 3 months. This amended scope of services includes construction administration, construction observation, construction staking, and post-construction work to finalize the project.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. Construction Administration

- **Project Administration**
 - o Manage and coordinate project team, budget and schedules. Maintain communication with Owner, Contractor, and other stakeholders on project.
- **Preconstruction Meeting**
 - o Attend and conduct one preconstruction meeting.
- **Project Meetings**
 - o Attend one (2) City Council or Utility Commission meeting to provide project updates and recommend pay applications.
- **Shop Drawing and Submittal Review**
 - o Review shop drawings and submittals from contractor for compliance with specifications.
- **Pay Applications Review**
 - o Review Contractor submitted pay applications and provide recommendations to City Council.
- **Change Order Review**
 - o Review Contractor submitted change orders and provide recommendations to City Council.

2. Construction Staking

- Provide construction line and grade staking for storm sewer, curb and gutter, and red tops.
 - o Water main staking. Assume four trips to the site to complete line and grade staking for water main and services (45 hours estimated, 4 trips).
 - o Reimbursables: Reproduction, Postage, Fax, UPS, GPS, Mileage

3. Construction Observation (Assume 12 weeks of construction)

- Provides part time construction observation and documentation of major project components and critical operations consisting of:
 - o An estimated 240 hours of construction observation and documentation by a professional engineer.
 - o This includes observation for removals, water main and service installation, turf restoration and roadway restoration/paving.
 - o Reimburseables: Reproduction, Postage, Fax, UPS, GPS, Mileage

4. Post-Construction

- 11-Month walk-thru with Owner to review warranty items for the project.
- Collect as-built information from Contractor and collect actual data on installed improvements in the field by a surveyor/technician to send to the Village's GIS consultant.
- Record drawings, daily reports, utility connection information and drawings.
- Reimbursables: Reproduction, Postage, Fax, UPS, GPS, Mileage

DELIVERABLES

MSA will provide the following deliverables:

1. Record Drawings: one (1) paper copy and one thumb drive of pertinent information for Owner's records.
2. Other construction documentation in .pdf format including water main/service records, daily reports, utility connection information, testing reports, and other pertinent documentation.
3. .CSV file with Point, Northing, Easting, Elevation, and Description (PNEZD file) for each field shot to be forwarded to the Village's GIS consultant.

ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Assistance with acquisition of real estate and/or temporary or permanent easements
2. Additional meetings not specifically listed in the scope.

PROJECT SCHEDULE

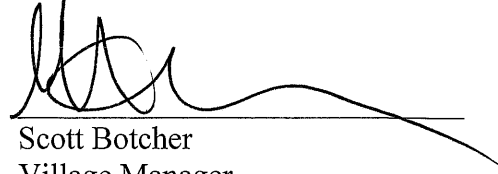
MSA anticipates the following estimated project schedule (subject to change):

Date	Milestone
March 2023	Start submittal reviews and preconstruction work
March/April 2023	Construction begins
June 2023	Construction ends (estimated)
July 2023	Final construction closeout (estimated)
August 2023	Project Closeout

OWNER'S RESPONSIBILITIES

- Owner will operate Owner's systems (hydrants, valves, manholes, etc.) as needed during construction.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).

This is to certify that the attached is true and correct list of bills due for a period from January 1-31, 2023, in the total amount of \$1,079,680.96. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.

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

Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on February 14, 2023.

Douglas H. Frazer
Village President

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

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 01/01/2023-01/31/2023

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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	FEB2023	LIFE INSURANCE	01/12/2023	900.08	01/13/2023
Total 10-21520 GROUP LIFE:					900.08	
10-21521 SUPPLEMENTAL PLANS						
18	SECURIAN FINANCIAL GROUP I	2023 JAN	ACCIDENTAL	01/17/2023	97.78	01/20/2023
1227	AFLAC	122116	DECEMBER	12/31/2022	400.98	01/13/2023
Total 10-21521 SUPPLEMENTAL PLANS:					498.76	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	JAN 2023	POLICE DUES	01/17/2023	450.00	01/20/2023
Total 10-21525 UNION DUES:					450.00	
10-21530 DEFERRED COMPENSATION						
375	NORTH SHORE BANK, FSB	PR0105232	Deferred Comp NICHOLAS Pay	01/04/2023	200.00	01/06/2023
375	NORTH SHORE BANK, FSB	PR0105232	Deferred Comp NORTH SHORE	01/04/2023	4,530.00	01/06/2023
375	NORTH SHORE BANK, FSB	PR0119232	Deferred Comp NORTH SHORE	01/18/2023	2,030.00	01/20/2023
814	GREAT-WEST TRUST COMPAN	PR0105231	Deferred Comp WI DEFER - PRE	01/04/2023	10,907.60	01/06/2023
814	GREAT-WEST TRUST COMPAN	PR0105231	Deferred Comp WI DEFER - RO	01/04/2023	910.00	01/06/2023
814	GREAT-WEST TRUST COMPAN	PR0119231	Deferred Comp WI DEFER - PRE	01/18/2023	6,137.60	01/20/2023
814	GREAT-WEST TRUST COMPAN	PR0119231	Deferred Comp WI DEFER - RO	01/18/2023	510.00	01/20/2023
101991	VANTAGEPOINT TRANSFER AG	PR0105231	Deferred Comp ICMA-PRETAX	01/04/2023	1,416.43	01/06/2023
101991	VANTAGEPOINT TRANSFER AG	PR0119231	Deferred Comp ICMA-PRETAX	01/18/2023	1,180.14	01/20/2023
Total 10-21530 DEFERRED COMPENSATION:					27,821.77	
10-21540 GARNISHMENT						
797	WI SCTF	01/06/2023	REMIT 217318 CASE PIN 217318	01/06/2023	149.60	01/06/2023
797	WI SCTF	01/20/2023	REMIT 217318 CASE PIN 217318	01/19/2023	149.60	01/20/2023
Total 10-21540 GARNISHMENT:					299.20	
10-23000 WORKERS COMPENSATION						
1658	R & R INSURANCE SERVICES, I	2765049	UNITED HEARTLAND LWMMI	01/05/2023	22,679.00	01/06/2023
Total 10-23000 WORKERS COMPENSATION:					22,679.00	
10-44120 LIQUOR/TOBACCO LICENSES						
727	WI DEPT. OF JUSTICE	seC5296b	BARTENDER	01/11/2023	7.00	01/13/2023
Total 10-44120 LIQUOR/TOBACCO LICENSES:					7.00	
10-51100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	11/27-12/2722	BOARD	12/31/2022	40.00	01/13/2023
Total 10-51100-310 SUPPLIES/EXPENSES:					40.00	
10-51100-321 PROFESSIONAL DUES/MEETINGS						
275	LEAGUE OF WI MUNICIPALITIE	2023	STANDARD DUES #10189	01/05/2023	4,261.93	01/06/2023
Total 10-51100-321 PROFESSIONAL DUES/MEETINGS:					4,261.93	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	DECEMBER 2022	DRIVER SUR/JAIL FEE	12/31/2022	220.00	01/06/2023
552	WISCONSIN, STATE OF - COUR	DECEMBER 2022	DECEMBER	12/31/2022	967.43	01/06/2023

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 01/01/2023-01/31/2023

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Jan 31, 2023 09:50AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-51200-395 COUNTY COURT FEES:					1,187.43	
10-51420-322 TRAINING						
91	IIMC	2023	DUES MEYER	01/30/2023	185.00	01/31/2023
91	IIMC	2023	DUES SCHAFER	01/30/2023	125.00	01/31/2023
339	METRO MUNICIPAL CLERK'S A	2023	KELLY MEYER	01/20/2023	30.00	01/31/2023
339	METRO MUNICIPAL CLERK'S A	2023	NATHAN SCHAFER	01/20/2023	30.00	01/31/2023
Total 10-51420-322 TRAINING:					370.00	
10-51440-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	11/27-12/2722	CLERK	12/31/2022	7.26	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	CLERK	12/31/2022	59.83	01/13/2023
325	MILWAUKEE COUNTY ELECT C	MCEC001210	SUPPLIES AND BALLOTS	12/31/2022	539.31	01/31/2023
1766	CONFLUENCE GRAPHICS	76635	ELECTIONS	12/31/2022	90.00	01/31/2023
Total 10-51440-310 SUPPLIES/EXPENSES:					696.40	
10-51520-213 VILLAGE AUDIT						
194	BAKER TILLY VIRCHOW KRAUS	BT2269690	FINANCIAL STATEMENT	12/31/2022	2,420.00	01/06/2023
Total 10-51520-213 VILLAGE AUDIT:					2,420.00	
10-51520-321 PROFESSIONAL DUES/MEETINGS						
4697	UW-GREEN BAY	2023-CARTHELL	DUES-CARTHELL, MARY (WGF	01/05/2023	25.00	01/06/2023
Total 10-51520-321 PROFESSIONAL DUES/MEETINGS:					25.00	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	166082	MONTHLY/REVALUATION	01/11/2023	3,973.50	01/13/2023
Total 10-51530-210 CONTRACT SERVICES:					3,973.50	
10-51600-210 CONTRACT SERVICES						
477	TAYLOR COMPUTER SERVICES	24199	SERV AND EQUIP	12/31/2022	877.65	01/20/2023
477	TAYLOR COMPUTER SERVICES	24229	MANAGED SERVICES	01/16/2023	449.35	01/20/2023
755	GCS SOFTWARE- ACCOUNTS R	4317571	ANNUAL	01/11/2023	1,050.00	01/13/2023
1353	FORWARD TS, LTD	AR188400	MONTHLY COPIES	12/31/2022	339.46	01/20/2023
102273	CIVIC SYSTEMS, LLC	CVC22726	SEMI ANNUAL FEE	01/05/2023	7,525.00	01/06/2023
Total 10-51600-210 CONTRACT SERVICES:					10,241.46	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	12/28/2022	0702787382-00002	12/31/2022	1,602.90	01/06/2023
Total 10-51600-220 GAS-HEAT:					1,602.90	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/6/23	0702787382-00009	12/31/2022	19.41	01/13/2023
536	WE-ENERGIES	12/28/2022	0702787382-00002	12/31/2022	1,493.10	01/06/2023
Total 10-51600-221 ELECTRIC UTILITIES:					1,512.51	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	624316293	ACCOUNT #87619173	12/31/2023	.38	01/13/2023
5312	AT & T- VILLAGE	12/28/2022	414 351-8900 758 7	12/31/2022	63.50	01/06/2023

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Total 10-51600-222 TELEPHONE UTILITIES:					63.88	
10-51600-231 ELEVATOR MAINTENANCE						
382	OTIS ELEVATOR COMPANY	100400998792	ANNUAL	01/05/2023	2,824.20	01/13/2023
Total 10-51600-231 ELEVATOR MAINTENANCE:					2,824.20	
10-51600-234 VILLAGE HALL MAINTENANCE						
57	JPMORGAN CHASE BANK NA	11/27-12/2722	VILLAGE	12/31/2022	119.98	01/13/2023
892	SPECTRUM	01/07/2023	8348 10 012 0042231 VLG	01/12/2023	10.95	01/13/2023
1235	J.M. BRENNAN, INC.	SALES000149280	BOILER ISSUES	12/31/2022	844.41	01/13/2023
1235	J.M. BRENNAN, INC.	SALES000149563	LEAKING PIPE	12/31/2022	4,074.34	01/13/2023
1235	J.M. BRENNAN, INC.	SALES000150033	INSPECTION	12/31/2022	825.22	01/13/2023
1235	J.M. BRENNAN, INC.	SALES000150098	BOILER INSTALL	12/31/2022	16,745.00	01/13/2023
1365	WATERTECH OF AMERICA	PS-INV1005663	SRVC AND PARTS	12/31/2022	2,863.05	01/06/2023
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					25,482.95	
10-51600-310 SUPPLIES/MISC EXPENSES						
57	JPMORGAN CHASE BANK NA	11/27-12/2722	VILLAGE	12/31/2022	12.96	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	VILLAGE	12/31/2022	26.15	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	VILLAGE	12/31/2022	12.99	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	VILLAGE	12/31/2022	36.85	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	VILLAGE	12/31/2022	44.28	01/13/2023
2476	RITEWAY BUSINESS FORMS	22-85358	YEAR END SUPPLIES	01/11/2023	254.71	01/13/2023
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					387.94	
10-51700-510 INSURANCE						
1658	R & R INSURANCE SERVICES, I	2758204	CRIME	01/05/2023	1,105.00	01/06/2023
1658	R & R INSURANCE SERVICES, I	2765050	STORAGE TANK	01/05/2023	595.00	01/06/2023
1658	R & R INSURANCE SERVICES, I	2765051	LWMMI	01/05/2023	26,375.75	01/06/2023
1952	MUNICIPAL PROPERTY INSURA	40006102	ACCT 40006102	01/11/2023	20,850.00	01/13/2023
Total 10-51700-510 INSURANCE:					48,925.75	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	36	HEALTH INSURANCE REIMBUR	01/01/2023	761.45	01/20/2023
435	RIES, DANIEL	41	1099 adjustment	02/01/2022	.00	
435	RIES, DANIEL	41	1099 adjustment	02/01/2022	.00	
435	RIES, DANIEL	41	1099 adjustment	02/01/2022	.00	
435	RIES, DANIEL	42	1099 adjustment	03/01/2022	.00	
435	RIES, DANIEL	42	1099 adjustment	03/01/2022	.00	
435	RIES, DANIEL	42	1099 adjustment	03/01/2022	.00	
435	RIES, DANIEL	43	1099 adjustment	04/01/2022	.00	
435	RIES, DANIEL	43	1099 adjustment	04/01/2022	.00	
435	RIES, DANIEL	43	1099 adjustment	04/01/2022	.00	
435	RIES, DANIEL	44	1099 adjustment	05/01/2022	.00	
435	RIES, DANIEL	44	1099 adjustment	05/01/2022	.00	
435	RIES, DANIEL	44	1099 adjustment	05/01/2022	.00	
435	RIES, DANIEL	45	1099 adjustment	06/01/2022	.00	
435	RIES, DANIEL	45	1099 adjustment	06/01/2022	.00	
435	RIES, DANIEL	45	1099 adjustment	06/01/2022	.00	
435	RIES, DANIEL	46	1099 adjustment	07/01/2022	.00	
435	RIES, DANIEL	46	1099 adjustment	07/01/2022	.00	
435	RIES, DANIEL	46	1099 adjustment	07/01/2022	.00	
435	RIES, DANIEL	47	1099 adjustment	08/01/2022	.00	

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435	RIES, DANIEL	47	1099 adjustment	08/01/2022	.00	
435	RIES, DANIEL	47	1099 adjustment	08/01/2022	.00	
435	RIES, DANIEL	48	1099 adjustment	09/01/2022	.00	
435	RIES, DANIEL	48	1099 adjustment	09/01/2022	.00	
435	RIES, DANIEL	48	1099 adjustment	09/01/2022	.00	
435	RIES, DANIEL	49	1099 adjustment	10/01/2022	.00	
435	RIES, DANIEL	49	1099 adjustment	10/01/2022	.00	
435	RIES, DANIEL	49	1099 adjustment	10/01/2022	.00	
435	RIES, DANIEL	50	1099 adjustment	11/01/2022	.00	
435	RIES, DANIEL	50	1099 adjustment	11/01/2022	.00	
435	RIES, DANIEL	50	1099 adjustment	11/01/2022	.00	
435	RIES, DANIEL	51	1099 adjustment	12/01/2022	.00	
435	RIES, DANIEL	51	1099 adjustment	12/01/2022	.00	
435	RIES, DANIEL	51	1099 adjustment	12/01/2022	.00	
435	RIES, DANIEL	52	HEALTH	01/01/2023	896.14	01/20/2023
435	RIES, DANIEL	JAN 2022	1099 adjustment	02/01/2022	.00	
435	RIES, DANIEL	JAN 2022	1099 adjustment	02/01/2022	.00	
435	RIES, DANIEL	JAN 2022	1099 adjustment	02/01/2022	.00	
446	SCHELLING JUDITH	15	REIMBURSEMENT	01/01/2023	275.86	01/20/2023
638	KRIEFALL, DONALD A	80	HEALTH INSURANCE REIMBUR	01/01/2023	825.89	01/20/2023
2194	OBREMSKI, DANIEL	1	SUPPLEMENTAL PAY	01/01/2023	375.00	01/20/2023
Total 10-51700-511 GROUP HEALTH - RETIREES:					3,134.34	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
1710	UP NORTH SERVICES	4295	POLICE PEST CONTROL	01/27/2023	50.00	01/31/2023
1925	ACTION FIRE & ALARM INC.	63439	ANNUAL	01/19/2023	294.00	01/20/2023
4942	TITAN PUBLIC SAFETY SOLUTI	5501	COURT INTERFACE ANNUAL	01/05/2023	4,187.00	01/06/2023
4942	TITAN PUBLIC SAFETY SOLUTI	5502	PHOENIX INTERFACE	01/05/2023	951.00	01/06/2023
5152	JAMES IMAGING SYSTEMS, IN	1274474	POLICE DEPARTMENT	01/17/2023	89.50	01/20/2023
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					5,571.50	
10-52100-217 DISPATCHING CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	2300001292	DISPATCH	01/17/2023	78,255.75	01/20/2023
Total 10-52100-217 DISPATCHING CONTRACT SERVICES:					78,255.75	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	01/26/2023	0702787382-00008	01/30/2023	1,273.32	01/31/2023
536	WE-ENERGIES	12/27/22*	0702787382-00008	12/31/2022	1,632.74	01/13/2023
Total 10-52100-220 GAS UTILITIES:					2,906.06	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/26/2023	0702787382-00006	01/30/2023	1,673.35	01/31/2023
536	WE-ENERGIES	01/26/2023	0702787382-00015	01/30/2023	33.83	01/31/2023
536	WE-ENERGIES	12/27/22	0702787382-00015	12/31/2022	40.38	01/13/2023
536	WE-ENERGIES	12/28/22	0702787382-00006	12/31/2022	1,787.71	01/06/2023
Total 10-52100-221 ELECTRIC UTILITIES:					3,535.27	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	070433001010123	070433001	01/11/2023	912.43	01/13/2023
892	SPECTRUM	20230103OTA	8348 10 012 0041845 POLICE	01/11/2023	21.89	01/13/2023
2136	VERIZON WIRELESS	9924555601	786223225-00001 POLICE	01/11/2023	292.27	01/13/2023
2691	CENTURYLINK-BUSINESS SVC.	624316293	ACCOUNT #87619173	12/31/2023	.37	01/13/2023
5312	AT & T- VILLAGE	12/28/2022	414 351-8900 758 7	12/31/2022	39.69	01/06/2023

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Total 10-52100-222 TELEPHONE UTILITIES:					1,266.65	
10-52100-232 VEHICLE MAINTENANCE						
57	JPMORGAN CHASE BANK NA	11/27-12/2722	POLICE	12/31/2022	59.20	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	POLICE	12/31/2022	47.70	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	POLICE	12/31/2022	69.90	01/13/2023
172	Gordie Boucher Ford	133077	REPAIR	12/31/2022	113.94	01/06/2023
503	VILLAGE HARDWARE - DPS	225275	MISC	01/05/2023	31.10	01/06/2023
503	VILLAGE HARDWARE - DPS	225781	MISC	01/26/2023	17.95	01/31/2023
503	VILLAGE HARDWARE - DPS	225784	MISC	01/26/2023	8.09	01/31/2023
503	VILLAGE HARDWARE - DPS	CM225783	CREDIT	01/26/2023	7.19	01/31/2023
Total 10-52100-232 VEHICLE MAINTENANCE:					340.69	
10-52100-233 EQUIPMENT MAINTENANCE						
57	JPMORGAN CHASE BANK NA	11/27-12/2722	POLICE	12/31/2022	83.56	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	POLICE	12/31/2022	129.44	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	POLICE	12/31/2022	316.96	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	POLICE	12/31/2022	101.28	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	POLICE	12/31/2022	119.08	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	POLICE	12/31/2022	284.06	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	POLICE	12/31/2022	93.81	01/13/2023
473	STREICHER'S	1611139	BLANKS	01/26/2023	110.00	01/31/2023
473	STREICHER'S	1611533	TARGETS	01/26/2023	49.99	01/31/2023
503	VILLAGE HARDWARE - DPS	225793	BATTERY	01/26/2023	3.23	01/31/2023
2633	WILEAG	53	CORE STANDARD VERIFICATIO	12/31/2022	350.00	01/06/2023
4777	BATTERIES PLUS -	P59091433	12VOLT	01/19/2023	89.30	01/20/2023
4777	BATTERIES PLUS -	P59095050	12VOLT	01/19/2023	300.75	01/20/2023
5645	CNA SURETY	64525382	RENEWAL MCKENZIE	01/05/2023	30.00	01/06/2023
5645	CNA SURETY	6455455	NOTARY MORELLI	01/05/2023	30.00	01/06/2023
5839	LEXISNEXIS	1246411-20221231	MONTHLY FEE	12/31/2022	32.00	01/06/2023
Total 10-52100-233 EQUIPMENT MAINTENANCE:					2,123.46	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	225051	PAINT	12/31/2022	31.09	01/06/2023
503	VILLAGE HARDWARE - DPS	225532	MISC	01/17/2023	2.33	01/20/2023
503	VILLAGE HARDWARE - DPS	225534	MISC	01/17/2023	4.66	01/20/2023
1898	HALLMAN LINDSAY	149872	PAINT	12/31/2022	295.90	01/06/2023
Total 10-52100-234 BUILDING MAINTENANCE:					333.98	
10-52100-310 SUPPLIES/EXPENSES						
2214	MCLEEA	2023-005	DUES	01/12/2023	135.00	01/13/2023
Total 10-52100-310 SUPPLIES/EXPENSES:					135.00	
10-52100-330 CLOTHING ALLOWANCE						
57	JPMORGAN CHASE BANK NA	11/27-12/2722	POLICE	12/31/2022	379.92	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	POLICE	12/31/2022	94.43	01/13/2023
473	STREICHER'S	1606084	MEMO BOOKS	12/31/2022	74.85	01/06/2023
473	STREICHER'S	1606903	BROUWER	12/31/2022	63.95	01/06/2023
473	STREICHER'S	1611134	ADAMAITIS	01/26/2023	45.00	01/31/2023
473	STREICHER'S	1612244	FREEDY	01/26/2023	49.99	01/31/2023
1294	Galls, LLC,-	023029380	GROSSMUELLER	12/31/2022	177.73	01/13/2023

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Total 10-52100-330 CLOTHING ALLOWANCE:					885.87	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	2966941	10586-10586 POLICE DEPARTM	12/31/2022	197.52	01/06/2023
393	PACKERLAND RENT-A-MAT INC.	2976468	10586-10586-POLICE DEPT	01/26/2023	197.24	01/31/2023
Total 10-52100-334 JANITORIAL SUPPLIES:					394.76	
10-52100-335 SCHOOL EXPENSES						
57	JPMORGAN CHASE BANK NA	11/27-12/2722	POLICE	12/31/2022	100.00	01/13/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	POLICE	12/31/2022	90.00	01/13/2023
511	WAUKESHA COUNT TECH. COL	0790658	INSERVICE	12/31/2022	66.38	01/06/2023
2266	MATC- BUSINESS OFFICE	64666	INSERVICE	01/19/2023	163.38	01/20/2023
Total 10-52100-335 SCHOOL EXPENSES:					419.76	
10-52100-336 TELETYPE						
727	WI DEPT. OF JUSTICE	455TIME-13904	TIME ACCESS	01/19/2023	1,536.00	01/20/2023
Total 10-52100-336 TELETYPE:					1,536.00	
10-52100-351 DARE FUND PURCHASES						
5784	CREATIVE PRODUCT SOURCIN	150536	DARE SUPPLIES	01/26/2023	351.57	01/31/2023
Total 10-52100-351 DARE FUND PURCHASES:					351.57	
10-52200-224 NORTH SHORE FIRE DEPARTMENT						
54	NORTH SHORE FIRE DEPARTM	202307	OPERATING	01/05/2023	300,570.00	01/06/2023
Total 10-52200-224 NORTH SHORE FIRE DEPARTMENT:					300,570.00	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	144515	GIS DATA	01/11/2023	9,240.00	01/13/2023
39	RUEKERT MIELKE, INC.	144624	GIS DATA	12/31/2022	597.00	01/13/2023
Total 10-53100-233 GIS MAINTENANCE:					9,837.00	
10-53200-400 MATERIALS						
1800	MENARD'S - GERMANTOWN	37607	MAIL BOX PARTS	01/09/2023	407.60	01/13/2023
Total 10-53200-400 MATERIALS:					407.60	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	01/11/2023	0702787382-00013	12/31/2022	19.02	01/20/2023
536	WE-ENERGIES	1/6/23	0702787382-00001	12/31/2022	174.80	01/13/2023
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					193.82	
10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS						
4529	NEU'S BUILDING CENTER, INC.	4516187	MISC	01/16/2023	449.98	01/20/2023
Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:					449.98	
10-53310-400 MATERIALS						
2830	COMPASS MINERALS	1109555	SEASONAL SALT	01/17/2023	14,421.07	01/20/2023

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Total 10-53310-400 MATERIALS:					14,421.07	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	01/11/2023	0702787382-00005	12/31/2022	17.54	01/20/2023
536	WE-ENERGIES	01/11/2023	0702787382-00016	12/31/2022	17.54	01/20/2023
536	WE-ENERGIES	01/11/2023	0702787382-00003	12/31/2022	20.12	01/20/2023
Total 10-53400-221 BUS STOP-ELECTRIC:					55.20	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000802-1996-7	MSW	12/31/2022	7,569.46	01/13/2023
Total 10-53630-370 LANDFILL FEES:					7,569.46	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0066326-2286-3	YARDWASTE	12/31/2022	188.41	01/13/2023
Total 10-53642-400 MATERIALS:					188.41	
10-53700-300 MISCELLANEOUS EXPENSE						
631	FACTORY MOTOR PARTS	160-157821	PARTS	12/31/2022	52.42	01/13/2023
2241	ITU ABSORB TECH, INC	8042687	SHOP	12/31/2022	11.90	01/13/2023
2241	ITU ABSORB TECH, INC	8046745	SHOP	12/31/2022	11.90	01/13/2023
2241	ITU ABSORB TECH, INC	8055087	SHOP	01/13/2023	11.90	01/20/2023
Total 10-53700-300 MISCELLANEOUS EXPENSE:					88.12	
10-53700-341 REPAIR PARTS						
52	BRAKE & EQUIPMENT	728059	MISC	01/13/2023	323.11	01/20/2023
57	JPMORGAN CHASE BANK NA	11/27-12/2722	SHOP	12/31/2022	185.53	01/13/2023
349	MONROE TRUCK EQUIPMENT	21116	PUMP	12/31/2022	289.71	01/13/2023
436	RITTER TECHNOLOGY LLC	c07884-001	HOSE AND FITTING	12/31/2022	78.88	01/13/2023
436	RITTER TECHNOLOGY LLC	c09459-001	HOSE AND FITTING	12/31/2022	198.00	01/13/2023
585	LFGEORGE INC.	LC17302	RENTAL	01/13/2023	962.50	01/20/2023
631	FACTORY MOTOR PARTS	160-159556	MISC	01/13/2023	90.87	01/20/2023
665	LAKE SIDE INTERNATIONAL TR	1382683P	MISC	01/13/2023	126.50	01/20/2023
1042	EJ EQUIPMENT INC	P39939	SEAL	12/31/2022	93.52	01/13/2023
1800	MENARD'S - GERMANTOWN	37936	MISC GENERAL	01/13/2023	31.73	01/20/2023
3292	OSI ENVIROMENTAL INC.	7022278	SOLVANT	12/31/2022	189.00	01/20/2023
4554	TERMINAL SUPPLY CO.	8202	MISC SHOP	12/31/2022	90.81	01/13/2023
101685	FASTENAL COMPANY	WIGOV4810	PARTS	12/31/2022	100.53	01/13/2023
Total 10-53700-341 REPAIR PARTS:					2,760.69	
10-53700-342 TIRES						
57	JPMORGAN CHASE BANK NA	11/27-12/2722	SHOP	12/31/2022	696.00	01/13/2023
Total 10-53700-342 TIRES:					696.00	
10-53700-343 FUEL						
57	JPMORGAN CHASE BANK NA	11/27-12/2722	SHOP	12/31/2022	43.28	01/13/2023
2179	EDWARD H. WOLF & SON'S INC	314668	FUEL	01/04/2023	1,608.70	01/06/2023
2179	EDWARD H. WOLF & SON'S INC	314680	FUEL	01/04/2023	723.21	01/06/2023
2179	EDWARD H. WOLF & SON'S INC	324374	FUEL	01/12/2023	1,150.11	01/13/2023
2179	EDWARD H. WOLF & SON'S INC	324385	FUEL	01/12/2023	1,084.82	01/13/2023
2179	EDWARD H. WOLF & SON'S INC	339233	FUEL	01/27/2023	783.03	01/31/2023
2179	EDWARD H. WOLF & SON'S INC	339238	FUEL	01/27/2023	1,646.58	01/31/2023

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Total 10-53700-343 FUEL:					7,039.73	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	12/28/2022	0702787382-00002	12/31/2022	1,602.90	01/06/2023
Total 10-53800-220 GAS UTILITIES:					1,602.90	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	12/28/2022	0702787382-00002	12/31/2022	1,493.10	01/06/2023
Total 10-53800-221 ELECTRIC UTILITIES:					1,493.10	
10-53800-222 TELEPHONE UTILITIES						
5312	AT & T- VILLAGE	12/28/2022	414 351-8900 758 7	12/31/2022	55.57	01/06/2023
Total 10-53800-222 TELEPHONE UTILITIES:					55.57	
10-53800-224 CELL PHONES						
57	JPMORGAN CHASE BANK NA	11/27-12/2722	DPW	12/31/2022	.99	01/13/2023
2136	VERIZON WIRELESS	9924301734	787000169-00001	01/18/2023	186.80	01/20/2023
Total 10-53800-224 CELL PHONES:					187.79	
10-53800-300 MISCELLANEOUS EXPENSE						
1074	MATHESON TRI-GAS, INC	52115244	ACETYLENE	12/31/2022	43.40	01/13/2023
2241	ITU ABSORB TECH, INC	8042689	DPW	12/31/2022	27.73	01/13/2023
2241	ITU ABSORB TECH, INC	8046747	DPW	12/31/2022	27.73	01/13/2023
2241	ITU ABSORB TECH, INC	8055089	TOWELS/MATS	01/13/2023	217.52	01/20/2023
5691	CINTAS CORPORATION	5137469210	FIRST AID CABINET	12/31/2022	196.49	01/13/2023
Total 10-53800-300 MISCELLANEOUS EXPENSE:					512.87	
10-53800-333 SAFETY PROGRAM						
57	JPMORGAN CHASE BANK NA	11/27-12/2722	DPW	12/31/2022	25.00	01/13/2023
671	AIRGAS	9133836372	GLOVES	01/17/2023	106.29	01/20/2023
Total 10-53800-333 SAFETY PROGRAM:					131.29	
10-53900-324 DRUG TESTING						
5247	CONCENTRA MEDICAL CENTE	16139771	DRUG SCREEN	12/31/2022	1,090.00	01/06/2023
Total 10-53900-324 DRUG TESTING:					1,090.00	
10-54100-215 CONTRACT - HEALTH						
619	MADACC	9/1-12/31/22	DOG/CAT LICENSE	12/31/2022	2.15	01/06/2023
Total 10-54100-215 CONTRACT - HEALTH:					2.15	
10-55100-210 CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	2300001282	LIBRARY OPERATIONS	01/12/2023	63,417.77	01/13/2023
Total 10-55100-210 CONTRACT SERVICES:					63,417.77	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	1.4.2023	LX CLUB FEES	01/12/2023	200.00	01/13/2023

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Total 10-55400-430 LX CLUB MATERIALS:					200.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	01/11/2023	0702787382-00011	12/31/2022	902.04	01/20/2023
Total 10-55440-220 GAS UTILITIES:					902.04	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/11/2023	0702787382-00010	12/31/2022	194.57	01/20/2023
Total 10-55440-221 ELECTRIC UTILITIES:					194.57	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	110828	FORESTY REQUESTS	12/31/2022	2,517.50	01/13/2023
Total 10-56100-125 FORESTRY CONSULTANT:					2,517.50	
21-46410 SEWER REVENUE						
1164	AIZEN, JOSEPH	48512621-8182SEN	OVERPAYMENT WATER	12/31/2022	521.10	01/05/2023
Total 21-46410 SEWER REVENUE:					521.10	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	01/11/2023	0702787382-00004	12/31/2022	13.29	01/20/2023
Total 21-72000-220 GAS UTILITIES:					13.29	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/11/2023	0702787382-00007	12/31/2022	36.28	01/20/2023
536	WE-ENERGIES	01/11/2023	0702787382-00004	12/31/2022	225.06	01/20/2023
Total 21-72000-221 ELECTRIC UTILITIES:					261.34	
21-73000-400 MATERIALS						
50	BADGER METER, INC.	80116605	HOSTING SERV UNIT	12/31/2022	76.03	01/06/2023
2136	VERIZON WIRELESS	9924301734	787000169-00001	01/18/2023	37.50	01/20/2023
Total 21-73000-400 MATERIALS:					113.53	
21-75000-210 CONTRACT SERVICES						
194	BAKER TILLY VIRCHOW KRAUS	BT2269690	FINANCIAL STATEMENT	12/31/2022	660.00	01/06/2023
Total 21-75000-210 CONTRACT SERVICES:					660.00	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
1247	VISU-SEWER, INC.	1.10.2023	SANITARY SEWER	12/31/2022	4,259.93	01/13/2023
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					4,259.93	
22-48280 RECYCLING FEE						
1164	AIZEN, JOSEPH	48512621-8182SEN	OVERPAYMENT WATER	12/31/2022	106.01	01/05/2023
Total 22-48280 RECYCLING FEE:					106.01	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6842172-2275-2	MONTHLY CONTRACT	12/31/2022	54,370.80	01/13/2023

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Total 22-53650-210 CONTRACT SERVICES:					54,370.80	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	01/11/2023	0702787382-00012	12/31/2022	10.89	01/20/2023
Total 23-55420-220 GAS UTILITIES:					10.89	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/11/2023	0702787382-00012	12/31/2022	142.51	01/20/2023
Total 23-55420-221 ELECTRIC UTILITIES:					142.51	
24-52400-210 CONTRACT SERVICES						
2256	SAFEBUILT	95144-IN	INSPECTIONS	12/31/2022	271.92	01/13/2023
2647	KWK ELECTRIC INC	22104	INSPECTION	12/31/2022	40.00	01/20/2023
Total 24-52400-210 CONTRACT SERVICES:					311.92	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9924301734	787000169-00001	01/18/2023	35.00	01/20/2023
Total 24-52400-224 CELL PHONES:					35.00	
24-52400-321 PROFESSIONAL DUES/MEETINGS						
1089	PLUMBING INSPECTOR'S ASSO	2023	DUES	01/18/2023	40.00	01/20/2023
2058	EIASEW	1	DUES	01/06/2023	15.00	01/13/2023
Total 24-52400-321 PROFESSIONAL DUES/MEETINGS:					55.00	
25-46410 STORMWATER USER REVENUE						
1164	AIZEN, JOSEPH	48512621-8182SEN	OVERPAYMENT WATER	12/31/2022	189.64	01/05/2023
Total 25-46410 STORMWATER USER REVENUE:					189.64	
25-52400-397 PUBLIC EDUCATION PROGRAM						
256	KAPUR & ASSOCIATES, INC.	116835	GENERAL PROF	12/31/2022	5,354.00	01/13/2023
Total 25-52400-397 PUBLIC EDUCATION PROGRAM:					5,354.00	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9924301734	787000169-00001	01/18/2023	30.00	01/20/2023
Total 25-53800-210 CONTRACT SERVICES:					30.00	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	144624	GIS DATA	12/31/2022	110.50	01/13/2023
Total 25-53800-233 GIS MAINTENANCE:					110.50	
25-55410-210 CONTRACT SERVICES						
194	BAKER TILLY VIRCHOW KRAUS	BT2269690	FINANCIAL STATEMENT	12/31/2022	660.00	01/06/2023
Total 25-55410-210 CONTRACT SERVICES:					660.00	
25-91500-800 WPDES COMPLIANCE PROGRAM						
221	PROPET DISTRIBUTORS INC.	141105	DOG BAGS	01/10/2023	409.75	01/13/2023

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Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					409.75	
40-91200-829 FACILITIES MAINTENANCE						
649	EXPRESS ELECTRIC	230019	ELECTRICAL WORK	01/20/2023	1,248.47	01/31/2023
Total 40-91200-829 FACILITIES MAINTENANCE:					1,248.47	
40-91200-830 DISPATCH - CAPITAL						
61	BAYSIDE, VILLAGE OF	2300001292	CAPITAL DISPATCH	01/17/2023	23,067.00	01/20/2023
Total 40-91200-830 DISPATCH - CAPITAL:					23,067.00	
40-91500-801 STREET RESURFACING						
1073	WI DEPT. OF TRANSPORTATIO	395-0000291123	DESIGN	12/31/2022	1,537.69	01/13/2023
1328	AMERICAN SEWER SERVICES I	3-2022-11-10	2022 ROAD UTILITY	12/31/2022	13,463.33	01/06/2023
1328	AMERICAN SEWER SERVICES I	4-2022-12-27	2022 ROAD UTILITY	12/31/2022	10,418.67	01/06/2023
Total 40-91500-801 STREET RESURFACING:					25,419.69	
40-91600-800 STORMWATER ROAD PROJECT						
1328	AMERICAN SEWER SERVICES I	3-2022-11-10	2022 ROAD UTILITY	12/31/2022	13,243.33	01/06/2023
1328	AMERICAN SEWER SERVICES I	4-2022-12-27	2022 ROAD UTILITY	12/31/2022	10,418.67	01/06/2023
Total 40-91600-800 STORMWATER ROAD PROJECT:					23,662.00	
40-91600-830 SIGN REPLACEMENT						
57	JPMORGAN CHASE BANK NA	11/27-12/2722	CAPITAL	12/31/2022	301.19	01/13/2023
Total 40-91600-830 SIGN REPLACEMENT:					301.19	
40-91600-833 TREE REPLACEMENT						
5933	WACHTEL TREE SCIENCE & SE	110827	EAB	12/31/2022	1,457.50	01/13/2023
5933	WACHTEL TREE SCIENCE & SE	110895	EAB	12/31/2022	795.00	01/13/2023
Total 40-91600-833 TREE REPLACEMENT:					2,252.50	
40-91700-801 NSFD CAPITAL EXPENSE						
54	NORTH SHORE FIRE DEPARTM	202307	CAPITAL	01/05/2023	5,552.00	01/06/2023
Total 40-91700-801 NSFD CAPITAL EXPENSE:					5,552.00	
40-91700-802 NSFD EXPENSE 2010 AND BEYOND						
54	NORTH SHORE FIRE DEPARTM	202307	DEBT	01/05/2023	9,715.00	01/06/2023
Total 40-91700-802 NSFD EXPENSE 2010 AND BEYOND:					9,715.00	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	81	MONTHLY	01/01/2023	26,588.43	01/20/2023
Total 50-81000-601 SOURCE OF WATER SUPPLY:					26,588.43	
50-81000-640 OPERATIONS LABOR WATER MAINS						
327	MENARD'S - MILWAUKEE	60746	WATER DEPT	01/05/2023	84.00	01/13/2023
1535	WISCONSIN UTILITY EXPOSUR	60380	WATERMAIN BREAK	01/11/2023	1,150.00	01/13/2023
2839	CITY WATER LLC	947	MONTHLY MANAGEMENT FEE	12/31/2022	6,200.00	01/06/2023

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Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					7,434.00	
50-81000-651 MAINTENANCE OF MAINS						
474	CORE & MAIN LP	S099715	REP CLP	12/31/2022	873.98	01/06/2023
474	CORE & MAIN LP	S111880	REP CLP	12/31/2022	719.52	01/06/2023
502	VILLAGE HARDWARE - VH	225313/1	WATER DEPT	01/05/2023	30.59	01/13/2023
2241	ITU ABSORB TECH, INC	8042688	WATER DEPT	12/31/2022	8.60	01/13/2023
2241	ITU ABSORB TECH, INC	8046746	WATER DEPT	12/31/2022	8.60	01/13/2023
2241	ITU ABSORB TECH, INC	8055088	WATER	01/13/2023	46.53	01/20/2023
5863	BLIFFERT LUMBER & FUEL CO.	2301-603204	ROUGH ASH	01/05/2023	375.84	01/13/2023
101806	USA BLUEBOOK	213591	DECALS	12/31/2022	539.59	01/13/2023
101806	USA BLUEBOOK	213770	MARKER	12/31/2022	42.40	01/13/2023
Total 50-81000-651 MAINTENANCE OF MAINS:					2,645.65	
50-81000-800 CAPITAL OUTLAY						
39	RUEKERT MIELKE, INC.	144625	ROAD WATER MAIN RELAY	12/31/2022	7,200.00	01/13/2023
1328	AMERICAN SEWER SERVICES I	3-2022-11-10	2022 ROAD UTILITY	12/31/2022	149,789.34	01/06/2023
1328	AMERICAN SEWER SERVICES I	4-2022-12-27	2022 ROAD UTILITY	12/31/2022	10,418.66	01/06/2023
Total 50-81000-800 CAPITAL OUTLAY:					167,408.00	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	1/11/23filterrailing	FILTER RAILING REPAIRS	01/11/2023	35.04	01/13/2023
378	NORTH SHORE WATER COMMI	1/11/23filterup	FILTER UPGRADE	01/11/2023	67.62	01/13/2023
378	NORTH SHORE WATER COMMI	1/11/23SLUDGE	SLUDGE EQUIPMENT	01/11/2023	414.83	01/13/2023
378	NORTH SHORE WATER COMMI	11/11/23-breaker	BREAKER	01/11/2023	1,115.09	01/13/2023
378	NORTH SHORE WATER COMMI	12/14/22DOORREP	BENDER & KLODE DOOR	12/31/2022	5,664.79	01/06/2023
378	NORTH SHORE WATER COMMI	12/14/22FILTERRAI	FILTER RAILING REPAIRS	12/31/2022	27.49	01/06/2023
378	NORTH SHORE WATER COMMI	12/14/22FILTERUP	FILTER UPGRADE	12/31/2022	266.14	01/06/2023
378	NORTH SHORE WATER COMMI	12/14/22SLUDGE	SLUDGE EQUIPMENT	12/31/2022	444.07	01/06/2023
Total 50-81000-844 NSWC CAPITAL PROJECTS:					8,035.07	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80116605	HOSTING SERV UNIT	12/31/2022	76.03	01/06/2023
Total 50-81000-903 SUPPLIES AND EXPENSE:					76.03	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
2136	VERIZON WIRELESS	9924301734	787000169-00001	01/18/2023	37.50	01/20/2023
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					37.50	
50-81000-923 OUTSIDE SERVICES EMPLOYED						
194	BAKER TILLY VIRCHOW KRAUS	BT2269690	FINANCIAL STATEMENT	12/31/2022	660.00	01/06/2023
Total 50-81000-923 OUTSIDE SERVICES EMPLOYED:					660.00	
50-84610 METERED SALES - RESIDENTIAL						
1164	AIZEN, JOSEPH	48512621-8182SEN	OVERPAYMENT WATER	12/31/2022	540.77	01/05/2023
Total 50-84610 METERED SALES - RESIDENTIAL:					540.77	
70-12100 TAXES RECEIVABLES						
13	BOYNTON, LAWRENCE A OR	30523	OVERPAYMENT OF TAXES	01/13/2023	110.09	01/20/2023
35	SUMNER, LIZ	30103	OVERPAYMENT TAXES	01/03/2023	60.87	01/06/2023

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250	POELZER, JOHN OR LYNN	30183	OVERPAYMENT OF TAXES	01/04/2023	76.74	01/06/2023
350	TARNOFF, LAWRENCE R OR JIL	29597-12/28/2022	OVERPAYMENT TAXES	12/31/2022	480.99	01/05/2023
441	STREICHER, KATHRYN M	29867-12/20/22	OVERPAYMENT TAXES	12/31/2022	106.50	01/05/2023
549	GOUDREAU, TRACY OR SUSAN	29576-12/28/22	OVERPAYMENT TAXES	12/31/2022	74.35	01/05/2023
882	BURKHAM, JEREMY	30658	OVERPAYMENT	01/18/2023	285.32	01/31/2023
883	BULTMAN, RALPH OR MARY KA	30211	OVERPAYMENT	01/05/2023	36.31	01/13/2023
884	NADEEM, UZMA	30428	OVERPAYMENT	01/10/2023	.71	01/13/2023
1053	ALBERTY, KAREN D	29618-12/28/22	OVERPAYMENT TAXES	12/31/2022	75.34	01/05/2023
1054	KOTECKI, ROBERT OR JULIE	29633-12/28/22	OVERPAYMENT TAXES	12/31/2022	22.62	01/05/2023
1066	WERNER, ROBERT OR JULIE	30304	OVERPAYMENT TAXES	01/09/2023	19.09	01/13/2023
1102	BOICO, ILAN OR NICOLE	29799-12/30/22	OVERPAYMENT TAXES	12/31/2022	65.74	01/05/2023
1164	AIZEN, JOSEPH	15677401-7717 BO	OVERPAYMENT OF TAXE	12/31/2022	636.96	01/05/2023
1165	MADISON, DIARULO OR CATHE	29778-12/29/22	OVERPAYMENT OF TAXE	12/31/2022	16.52	01/05/2023
1207	CHADHA, PRAMEET C AND AM	30266	OVERPAYMENT OF TAXES	01/06/2023	78.92	01/20/2023
1266	PETERSON OR, WILLIAM	30341	OVERPAYMENT OF TAXES	01/09/2023	5,946.47	01/13/2023
1351	MCMURTAGH, BRIAN	22925-12/31/2022	OVERPAYMENT TAXES	12/31/2022	591.17	01/05/2023
1352	GAPINSKI, JOHN OR ELISABET	29902-12/30/22	OVERPAYMENT TAXES	12/31/2022	14,338.88	01/05/2023
1355	MCGUIRE, CORBIN	29783-12/29/22	OVERPAYMENT TAXES	12/31/2022	74.02	01/05/2023
1362	WAGNER, DANA	29682-12/28/22	OVERPAYMENT TAXES	12/31/2022	760.95	01/05/2023
1363	GITZEN, JESSIE	29598-12/28/22	OVERPAYMENT TAXES	12/31/2022	308.87	01/05/2023
1364	HEIDMANN, WADE	29591-12/28/22	OVERPAYMENT TAXES	12/31/2022	344.86	01/05/2023
1366	OTT, TRAVIS OR LESLIE	29979	OVERPAYMENT TAXES	12/31/2022	57.78	01/06/2023
1368	QUAM, DAVID E	30058	OVERPAYMENT TAXES	12/31/2022	.01	01/06/2023
1384	MCDERMOTT, NANCY	29993	OVERPAYMENT TAXES	12/31/2022	3,784.44	01/06/2023
1386	MARIANSCHI, VADIM	30233	OVERPAYMENT OF TAXES	01/05/2023	56.26	01/13/2023
1387	DOIRON, MIRABELLE	30397	OVERPAYMENT TAXES	01/09/2023	439.91	01/13/2023
1388	GLICKSMAN, BENJAMIN J	30369	OVERPAYMENT TAXES	01/09/2023	112.12	01/13/2023
1389	MADI, SAMI	30409	OVERPAYMENT TAXES	01/10/2023	16.84	01/13/2023
1390	BARLOW JR, RUSSEL DAVID	30543	OVERPAYMENT TAXES	01/13/2023	106.12	01/20/2023
1391	JOB, SEAN MICHAEL	30602	OVERPAYMENT TAXES	01/17/2023	99.17	01/20/2023
1394	LOVAS, GREGORY R	30576	OVERPAYMENT TAXES	01/17/2023	41.51	01/20/2023
1396	JOHNSON, RICHARD T	30455	OVERPAYMENT	01/12/2023	61.51	01/31/2023
1675	CATALDO, JENO OR ANDREA	29972	OVERPAYMENT OF TAXES	01/03/2023	689.96	01/06/2023
1691	NAVARRO, SANTIGO OR LAURE	29584-12/28/22	OVERPAYMENT TAXES	12/31/2022	46.65	01/05/2023
1834	RAFFAELLI, ROXANNE OR REN	29845-12/30/22	OVERPAYMENT TAXES	12/31/2022	277.21	01/05/2023
1848	BURGESS, CHAD	29599-12/28/22	OVERPAYMENT TAXES	12/31/2022	42.92	01/05/2023
1862	KIRCHNER, ADAM D &	29715-12/29/22	OVERPAYMENT TAXES	12/31/2022	47.70	01/05/2023
1951	PITSOULAKIS, FRANK OR SAR	30432	OVERPAYMENT OF TAXES	01/11/2023	76.35	01/13/2023
2253	CONRAD, DONALD OR KATHER	30241	OVERPAYMENT OF TAXES	01/05/2023	61.83	01/13/2023
2273	ORMAN, DAVID M AND DEBORA	29717-12/29/22	OVERPAYMENT OF TAXES	12/31/2022	116.08	01/05/2023
2275	MEYER, RICHARD H AND	29965	OVERPAYMENT OF TAXES	01/03/2023	256.78	01/06/2023
2731	SCHWARTZ, RICHARD AND SYL	29702-12/29/22	OVERPAYMENT OF TAXES	12/31/2022	53.32	01/05/2023
2956	JAECKEL, KIRK	30242	OVERPAYMENT TAXES	01/05/2023	26.48	01/13/2023
5242	MERK, DAVID J AND JANET A	29726-12/29/22	OVERPAYMENT OF TAXES	12/31/2022	99.86	01/05/2023
5278	KALINGER, KEITH	29621-12/28/22	OVERPAYMENT TAXES	12/31/2022	459.43	01/05/2023
5557	CHOICE OR, BENNETT	29742-12/29/22	OVERPAYMENT OF TAXES	12/31/2022	457.78	01/05/2023
102285	GEORGETTA, CONNIE	29568-12/28/22	OVERPAYMENT TAXES	12/31/2022	121.21	01/05/2023
102294	SIMON, JEREMY E	30235	OVERPAYMENT TAXES	01/06/2023	293.98	01/13/2023
102298	EMMERICH, DONNA M	29700-12/29/22	OVERPAYMENT TAXES	12/31/2022	295.62	01/05/2023
102304	LUBOTSKY, FRANK S	29987	OVERPAYMENT TAXES	12/31/2022	152.61	01/06/2023
102305	HERSCHEDE, JOHN H	29692-12/29/22	OVERPAYMENT TAXES	12/31/2022	111.77	01/05/2023
Total 70-12100 TAXES RECEIVABLES:					32,975.50	
Grand Totals:					1,079,680.9	

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

Village Manager: _____

Village Board: _____



Project: Fox Point Community Aquatics
Date: February 6, 2023

OPINION OF PROBABLE CONSTRUCTION COSTS				
	CONCEPT 1	CONCEPT 2	CONCEPT 3	CONCEPT 4
	Ex Pool Site, Community Pool	Ex. Pool Site, Hybrid Facility	Longacre Park, Hybrid Facility	Longacre Park, Community Pool
GENERAL CONDITIONS	\$476,800	\$276,800	\$205,600	\$406,400
DEMOLITION/EROSION CONTROL	\$160,000	\$160,000	\$70,000	\$80,000
SITE	\$900,000	\$900,000	\$600,000	\$600,000
SPLASHPAD	\$0	\$800,000	\$800,000	\$0
POOL	\$3,400,000	\$900,000	\$900,000	\$3,400,000
BUILDING PACKAGE	\$1,500,000	\$1,500,000	\$1,000,000	\$1,000,000
TOTAL	\$6,436,800	\$4,536,800	\$3,575,600	\$5,486,400
LOW RANGE	\$6,200,000	\$4,200,000	\$3,300,000	\$5,200,000
HIGH RANGE	\$6,600,000	\$4,700,000	\$3,700,000	\$5,600,000

NOTES

Pool Deck - 6-8k sf
Pool Vessel - <7,500 sf
Bulding - 4,500-5,500 sf

Pool Deck - 6-8k sf
Pool Vessel - 2k sf
Bulding - 4,500-5,500 sf
Splashpad - 3k sf

Pool Deck - 6-8k sf
Pool Vessel - 2k sf
Bulding - 3,500 sf
Splashpad - 3k sf

Pool Deck - 6-8k sf
Pool Vessel - <7,500 sf
Bulding - 3,500 sf

Municipal LAW

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

DALE W. ARENZ (1935-2022)
DONALD S. MOLTER, JR. (Retired)
JOHN P. MACY
H. STANLEY RIFFLE (Court Commissioner)
ERIC J. LARSON
REMZY D. BITAR

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262) 548-1340
Direct (262) 806-0215
Facsimile (262) 548-9211
Email: elarson@ammr.net

PAUL E. ALEXY
MATTEO REGINATO
LUKE A. MARTELL
SAMANTHA R. SCHMID
CHRISTOPHER R. SCHULTZ
LUCAS C. LOGIC
GREGORY M. PROCOPIO
BENJAMIN T. CROCKETT
ADAM J. MEYERS

STEPHEN J. CENTINARIO, JR.
MICHAEL J. MORSE

October 20, 2022

Mike Rakow, Village Building Inspector
Village of Fox Point
7200 N Santa Monica Blvd.
Fox Point, WI 53217

**Re: Ordinances to Update Regulations for Arbors and Swimming Pools
Legal Recommendations**

Dear Mr. Rakow:

I received your email directing me to propose an ordinance to accomplish your intended changes to Sections 745-7B(3)(h) and 842-3 of the Village Code. I have had an opportunity to carefully consider this matter.

Enclosed please find two ordinance that I have prepared for your consideration. I believe you will find the enclosed to be self-explanatory. I note the following comments, questions, concerns and recommendations in this regard.

1. I have prepared two ordinances to make the amendments you requested. The arbor height ordinance is a Zoning Code amendment and the swimming pool enclosure ordinance is an amendment to the Village's Building Code. Different adoption procedures apply to these different issues, so it requires two ordinances.
2. I worded this to say the Uniform Building Code requirements must be met, and re-stated those requirements. Please ensure this is as you intend.

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

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

Eric J. Larson

Eric J. Larson

EJL/JPW/em
Enclosures

cc: Scott Botcher, Village Manager
Kelly Meyer, Village Clerk

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 745-7B(3)(h) OF THE VILLAGE OF
FOX POINT VILLAGE CODE CONCERNING ARBORS

WHEREAS, the Village Building Inspector has closely reviewed the height restrictions of arbor as an accessory use and structure as provided in the Village Code to consider the possibility of increasing the maximum permitted height; and

WHEREAS, the Village Building Inspector has provided his recommendations to the Village Manager in this regard, and the Village Manager has recommended that the Village Code be amended to permit a greater height for arbor in accordance with the recommendation described herein; and

WHEREAS, the Village 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 Fox Point Zoning Code and Wisconsin Statutes Sections 62.23(7)(2)d; and

WHEREAS, the Village Board finds that this change to the Village Zoning Code is not a down zoning ordinance because it does not decrease the development density of land and it does not reduce the permitted uses of land, and therefore the super majority requirement of Section 66.10015, Wisconsin Statutes, does not apply 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 Structure," Subsection B entitled "Permanent Structures.," Subsection (3), Subsection (h) is hereby repealed and re-created as follows:

745-7(3)(h) Location and height restrictions. Subject to the following exceptions, a fence, wall, architectural screening device, driveway gate or arbor may be permitted up to the lot line in the side and rear yard of any property in Fox Point. A fence, wall, driveway gate or architectural screening device located in a rear or side yard shall not exceed a height of six feet from the finished lot grade and shall not project forward of the front line of the principal building. An arbor shall not exceed a height

of ~~eight feet seven inches~~ ten feet from the finished lot grade and shall not project forward of the front line of the principal building.

SECTION 2: 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 3: SEVERABILITY

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

SECTION 4: EFFECTIVE DATE

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

Dated this _____ day of _____, 2022.

Village of Fox Point

Douglas H. Frazer, Village President

ATTEST:

Kelly A. Meyer, Village Clerk/Treasurer

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION 2023-XX

**RESOLUTION OF APPRECIATION
POLICE INVESTIGATOR MICHELLE M. WICHMAN**

WHEREAS, Michelle Wichman was hired as a police officer for the Village of Fox Point on February 25, 1994;

WHEREAS, Michelle Wichman was promoted to the position of police investigator for the Village of Fox Point on January 1, 2009;

WHEREAS, Michelle Wichman served as a Field Training Officer, providing leadership and mentorship to new officers;

WHEREAS, Michelle Wichman developed the departments DARE program and served more than 10 years as the DARE officer teaching 5th grade students;

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

WHEREAS, Michelle Wichman will be missed by the staff and members of the community she served and befriended through her career;

NOW THEREFORE, BE IT RESOLVED that the Village Board of the Village of Fox Point extends its sincere appreciation to Michelle Wichman for her 29 years of service to the community as a police officer and police investigator.

PASSED AND ADOPTED this 14th day of February, 2023.

Douglas H. Frazer
Village President

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