

**NOTICE OF MEETING
VILLAGE OF FOX POINT
VILLAGE BOARD MEETING**
Amended 4/7/23

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

**TUESDAY
April 11, 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, HOWEVER THERE IS NO LARGER RIGHT TO COMMENT REMOTELY OR IN WRITING THAN IN PERSON.

Zoom Participant Information
<https://us02web.zoom.us/j/85226164557>
Meeting ID: 852 2616 4557
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. No comments will be received at this time for matters that will be or have been the subject of a public hearing, because the proper time for such comments is during the public hearing.

- 3. Committee Reports**

- a. Joint Plan Commission and Building Board**

1. The Village Board will receive a report regarding the Plan Commission's review and recommendation regarding the consideration of request from 1840 Brewing for a Temporary Beer Garden located at Longacre Park on two specified dates.

- 4. Public Hearings**

a. Request from 1840 Brewing for a Temporary Beer Garden located at Longacre Park on two specified dates

The Village Board will hear comments and input regarding the request from 1840 Brewing for a Temporary Beer Garden located at Longacre Park on two specified dates.

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

a. Approve the minutes of the March 14, 2023 Village Board meeting.

Pages 1-4

b. Confirm President Frazer's re-appointment of Bob Fetherston to the North Shore Fire and Rescue Commission and announce re-appointment of Douglas H. Frazer as Weed Commissioner.

c. Adopt Ordinance repealing and recreating Village Ordinance 670-7 to update Electronic Communication Regulations.

Pages 5-12

d. Grant the Temporary Class "B" / "Class B" (Fermented Malt Beverage and Wine) License for the Casino Night to the Congregation Shalom on May 6, 2023 per the Village Clerk Treasurer's memorandum dated April 4, 2023.

Pages 13-15

e. Adopt the proclamation establishing Friday, April 28, 2023 as Arbor Day in the Village of Fox Point and urge all citizens to support the efforts to protect our trees and woodlands and to support our Village's urban forestry program.

Page 16

f. Accept the quote of Laubenstein, Inc. in the amount of \$24,749 to perform repairs to the Longacre Pavilion roof and authorize the Village Manager to sign the contract on behalf of the Village.

Pages 17-18

g. Accept the quote of Horizon Commercial Pools and authorize the Village Manager to sign the maintenance service contract for summer 2023 in the amount of \$1,455 per week.

Pages 19-21

h. Accept Change Order No. 1 from Kapur & Associates in the amount of \$12,976 for additional water main work on Lake Drive and authorize the Village President and Village Clerk/Treasurer to sign the change order pursuant to the Director of Public Works' memorandum dated April 4, 2023.

Pages 22-26

i. Adopt Resolution requesting legislation to remove restrictive covenants from property deeds.

Page 27

j. Approve payment of the bills in the amount of \$933,850.85 for the period March 1, 2023 through March 31, 2023 per the report submitted by the Village Manager.

Pages 28-43

6. Unfinished Business

a. The Application of Creation and Preservation Partners, Inc. to add a Cultural Overlay District zoning designation to property located at 7254 and 7328 North Beach Drive (Mary Nohl House)

The Village Board will discuss and may adopt an Ordinance to add the Cultural Overlay District to the properties located at 7254 and 7328 North Beach Drive (Mary Nohl House) subject to specified conditions including approval of the required Agreement and Deed Restriction incorporated into the Ordinance, and authorize the signatures of the Village President and Village Clerk to the Ordinance and the Agreement and Deed Restriction.
Pages 44-77

- b. 1840 Brewing for a Proposed Temporary Beer Garden located at Longacre Park on two specified dates**

The Village Board will consider and may act on the application of 1840 Brewing for zoning approval per Section 745-20 of the Village Code, which if granted may include approval of a Temporary Beer Garden on Village property located at Longacre Park on two dates in 2023.

Pages 78-85

7. New Business

- a. Referral of Fox Point Bayside School F-Institutional District Application to a Meeting of the Joint Plan Commission and Building Board**

The Village Board will consider and may act to refer the Fox Point Bayside School F-Institutional District application for replacement of exterior windows and doors to a meeting of the Joint Plan Commission and Building Board.

Pages 86-96

- b. Resolution Recognizing Village Forester John Gall with the Urban Forestry Council Lifetime Achievement Award**

The Village Board will consider and may adopt a resolution recognizing Village Forestry John Gall who recently received the Lifetime Achievement Award from the Wisconsin Urban Forestry Council.

Page 97

- c. Report on Activities Related to the Beach Drive Coastal Revetment Project**

The Village Board will receive a report on the progress of construction along Beach Drive from the Director of Public Works. No action will be taken by the Village Board.

Pages 98-105

8. Future Agenda Items

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

9. Announcements

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

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

10. Adjournment

NEXT REGULAR VILLAGE BOARD MEETING:

May 9, 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
MARCH 14, 2023**

A meeting and public hearing of the Fox Point Village Board was held by a combination of in-person and virtual attendance via telephonic and video conferencing on Tuesday, March 14, 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
Trustee Eric Fonstad
Trustee Christine Symchych
Trustee Liz Sumner (via Zoom)
Trustee Greg Ollman
Trustee Catie Anderson Knight
Trustee Liz Aelion

Also, present were Village Attorney Eric Larson (via Zoom), Village Manager Scott Botcher, Public Works Director Scott Brandmeier, 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

Hearing no comments, President Frazer closed public comment.

COMMITTEE REPORTS – PLAN COMMISSION

Village Manager Scott Botcher gave a brief report regarding the Conditional Use Permit for 8667 N Port Washington Road – Paris Nails & Spa, LLC d/b/a, The Nail Bar and the Conditional Use Permit for 8793 N Port Washington Road (River Point) – T-Mobile Central, LLC d/b/a, T-Mobile.

Village Manager Scott Botcher gave a brief synopsis of the application of Creation and Preservation Partners, Inc. to add a Cultural Overlay District zoning designation to property located at 7254 and 7328 North Beach Drive (Mary Nohl House).

PUBLIC HEARING FOR CONDITIONAL USE PERMIT FOR 8667 N PORT WASHINGTON ROAD – PARIS NAILS & SPA, LLC, D/B/A, T-MOBILE

Motion by President Frazer, seconded by Trustee Fonstad and carried by roll call vote (7-0), to open the public hearing at 7:05 p.m., regarding the Conditional Use Permit for 8667 N Port Washington Road – Paris Nails & Spa, LLC, d/b/a, The Nail Bar.

There was no public comment.

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to close the public hearing at 7:05 p.m. regarding the Conditional Use Permit for 8667 N Port Washington Road – Paris Nails & Spa, LLC, d/b/a, The Nail Bar.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES**

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MARCH 14, 2023

**PUBLIC HEARING FOR CONDITIONAL USE PERMIT FOR 8793 N PORT WASHINGTON ROAD –
T-MOBILE CENTRAL, LLC, D/B/A, T-MOBILE**

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to open the public hearing at 7:05 p.m., regarding the Conditional Use Permit 8793 N Port Washington Road – T-Mobile Central, LLC d/b/a, T-Mobile.

There was no public comment.

Motion by President Frazer, seconded by Trustee Anderson Knight, and carried by roll call vote (7-0), to close the public hearing at 7:06 p.m. regarding the Conditional Use Permit 8793 N Port Washington Road – T-Mobile Central, LLC d/b/a, T-Mobile.

CONSENT AGENDA

- a. Approve the minutes of the January 31, 2023 and February 6, 2023 2023 Joint Plan Commission Public Hearing meetings.
- b. Approve the minutes of the February 6, 2023 Special Village Board meeting.
- c. Approve the minutes of the February 14, 2023 Village Board meeting.
- d. Accept the bid of Munson, Inc. in the amount of \$132,777 for the rehabilitation of the Longacre and Indian Creek tennis/pickleball courts and authorize the Village President and Village Clerk/Treasurer to sign the contracts per the Director of Public Works' memorandum dated March 6, 2023.
- e. Approve the 2022 Annual NR216 (MS4) Stormwater Report and submittal of the same to the Department of Natural Resources.
- f. Accept the bid of Visu-Sewer, Inc. in the amount of \$250,673.75 for the 2023 sanitary sewer rehabilitation project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated March 2, 2023.
- g. Accept the proposal of Kapur & Associates in the amount of \$27,390 for the 2023 sanitary sewer rehabilitation project construction management and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated March 2, 2023.
- h. Accept Change Order No. 1 from Kapur & Associates in the amount of \$4,924 for the 2022 stormwater improvement project on Bywater, Boyd, Links and Portage and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works' memorandum dated March 6, 2023.
- i. Approve Conditional Use Permit for 8667 N Port Washington Road – Paris Nails & Spa, LLC, d/b/a, The Nail Bar.
- j. Approve Conditional Use Permit for 8793 N Port Washington Road – T-Mobile Central, LLC, d/b/a, T-Mobile.
- k. Approve payment of the bills in the amount of \$1,001,595.89 for the period February 1, 2022 through February 28, 2022 per the report submitted by the Village Manager.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
MARCH 14, 2023**

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

“Resolution Awarding the Sale of \$4,350,000 General Obligation Promissory Notes, Series 2023A” (Unfinished Business)

Robert W. Baird Managing Director Justin Fischer gave a brief presentation and answered questions regarding the sale of the \$4,350,000 General Obligation Promissory Notes, Series 2023A.

Motion by President Frazer, seconded by Trustee Symchych, and carried by roll call vote (7-0), to adopt the “Resolution Awarding the Sale of \$4,350,000 General Obligation Promissory Notes, Series 2023A.”

Consideration of Request from 1840 Brewing for a Temporary Beer Garden located at Longacre Park on Two Specified Dates

A brief presentation was given by 1840 Brewing Director of Operations Marty LeMense in connection with the request for a temporary beer garden.

Motion by Trustee Fonstad, seconded by Trustee Anderson Knight, and carried by roll call vote (7-0), to refer the matter to a Joint meeting of the Plan Commission and Building Board.

Review and Consideration of the 2023 Stormwater Improvement Design Project from Kapur & Associates

Public Works Director Scott Brandmeier gave background regarding the 2023 stormwater improvement design project components (project 1, project 2 and project 3).

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to approve the proposal from Kapur & Associates for design activity for the storm sewer jetties on Beach Drive and the Beach Drive Stormwater Improvements and the Indian Creek/Manner Lane retaining wall quality and quantity project to the extent that that proposal includes Project 1 and Project 3, as reflected on page 3 of the Public Works Director’s memorandum, which is page 223 of the agenda packet.

Resolution and Possible Action to Approve a Resolution Supporting Incorporation of Smart Crosswalks at Various Locations on Lake Drive

Director of Public Works Scott Brandmeier gave a brief synopsis of the Resolution Supporting Incorporation of Smart Crosswalks.

Motion by President Frazer, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to adopt the resolution reflected on page 237 of the agenda packet to authorize the submission of a grant application for smart crosswalks on Lake Drive.

Future Agenda Items – None

Announcements

VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
MARCH 14, 2023

Trustee Fonstad had no announcements

Trustee Symchych announced that as of last week the annual audit is underway. Trustee Symchych and Village Manager Scott Botcher had a conversation about potential issues related to the two recent bank failures. She appreciated his email to the Village Board regarding efforts to mitigate the village's risks.

Trustee Sumner had no announcements.

Trustee Ollman had no announcements.

Trustee Anderson Knight stated a North Shore Library Board meeting will be held this Thursday, March 16, 2023 at 9 a.m.

Trustee Aelion had no announcements.

President Frazer had no announcements.

Village Manager Scott Botcher announced consistent with the Charter Ordinance 10, he is communicating to the Village Board change order number 2 (agenda packet pages 229 to pages 238).

Adjournment

Motion made by Trustee Fonstad, second by Trustee Ollman, and carried by roll call vote (7-0) to adjourn the Village Board meeting at 8:23 p.m.

Respectfully submitted,

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



MEMORANDUM

POLICE DEPARTMENT VILLAGE OF FOX POINT

TO: SCOTT BOTCHER, VILLAGE MANAGER
FOX POINT VILLAGE BOARD

FROM: CHIEF CHRISTOPHER FREEDY

DATE: MARCH 31, 2023

REGARDING: UNLAWFUL USE OF TELEPHONE ORDINANCE

Background / History

The Village of Fox Point last revised their Unlawful Use of Telephone ordinance in 1989 to address recurring issues with the 911 system. Prior to this change, the ordinance had not been revised since original adoption. Early adopters of email were sending messages in late 1980's and SMS messaging became popular in the early 1990's, but the advent of the smartphone and social media have changed the way society communicates today. This change in communication technology is mandating a review and revision of our ordinance to meet the societal demands. Our current ordinance focuses solely on voice communication technology and is obsolete for the purpose of law enforcement and community protection.

Recommendation

After reviewing other ordinances and consulting with the Village Attorney, I am proposing the repeal and re-creation of village ordinance §670-7 to address the changes in electronic communications. Attorney Larson reviewed and applied existing case law to the proposed ordinance and drafted language for the board to consider. The new ordinance addresses the advances in technology and communications equipment to the complaint and allows the officers to resolve less severe incidents through the local court.

It is my recommendation that the Village Board adopt the newly created ordinance to replace the existing §670-7.

Municipal LAW

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

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

March 27, 2023

Chris Freedy, Chief of Police
Village of Fox Point
7200 N Santa Monica Blvd.
Fox Point, WI 53217

**Re: An Ordinance to Update Electronic Communications Regulations
Second Draft**

Dear Chief Freedy:

I received your feedback regarding the above-noted ordinance that you forwarded to my attention and your request that I revise the ordinance accordingly. I have had an opportunity to carefully consider this matter.

Enclosed please find a second draft of the ordinance that I have prepared for your consideration. I note the following comments, questions, concerns and recommendations in this regard:

1. You have asked if the term "Facebook" in paragraph 2 of the Whereas clauses should be changed to "Social Media" as the Village is not looking at a single provider but at all social media. I have made that change as requested. I would note that the paragraph also indicates that the ordinance will also apply to "other computerized communications systems," which may cover it, but I have no objection to the language being all encompassing.
2. You have asked if the term "annoy" is too subjective and if there is any standard for annoyance. The language used in the ordinance is taken from sec. 947.0125 Wis. Stat. That section contains term "annoy," without further definition. Section 990.01(1) of the Wisconsin Statutes provides that: "All words and phrases shall be construed according to common and approved usage; but technical words and phrases and others that have a peculiar meaning in the law shall be construed according to such meaning." I understand the concern, but I recommend we stick with the statutory wording.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Chris Freedy
March 27, 2023
Page 2

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

Enclosure

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

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND RE-CREATING SECTION 670-7 OF THE MUNICIPAL CODE OF THE VILLAGE OF FOX POINT CONCERNING UNLAWFUL USE OF TELEPHONE AND COMPUTERIZED COMMUNICATION SYSTEMS

WHEREAS, the Village of Fox Point has adopted Section 670-7 of the Village of Fox Point Municipal Code prohibiting the use of a telephone to frighten, intimidate, threaten, abuse, or harass any person; and

WHEREAS, with the advance of technology, such communications are also being sent by other communication methods such as email, Social Media and other computerized communications systems; and

WHEREAS, the Village Chief of Police has recommended that the Municipal Code be updated to reflect the ability of harassing communications to be made over computerized communication systems, and to update the Municipal Code to prohibit the use of computerized communication systems to be used to frighten, intimidate, threaten, abuse or harass any person; and

WHEREAS, the Village Board finds that updating the Municipal Code to prohibit the use of not only telephone communications but also the use of computerized communication systems to frighten, intimidate, threaten, abuse, or harass any person is in the best interests of the Village and will promote the public health, safety and general welfare of the Village of Fox Point.

NOW, THEREFORE, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, do ordain as follows:

SECTION 1: Chapter 670-7 of the Village of Fox Point Village Code entitled, "Offenses Against Public Peace, Safety and Welfare," Article I entitled, "Peace and Good Order," Section 670-7 entitled, "Unlawful Use of Telephone " is hereby repealed and recreated with the title "Unlawful use of Communication Systems" to read as follows:

670-7 Unlawful Use of Communication Systems

A. Unlawful use of telephone

(1) No person shall, by means of a telephone call originating within or received within the Village of Fox Point:

- (a) With intent to frighten, intimidate, threaten, abuse or harass, makes a telephone call and threatens to inflict injury or physical harm to any person or the property of any person.
- (b) With intent to frighten, intimidate, threaten or abuse, ~~harass or offend~~ telephones another and uses any obscene, lewd or profane language or suggests any lewd or lascivious act.

- (c) Makes a telephone call, whether or not conversation ensues, without disclosing his or her identity and with intent to abuse or threaten any person at the called number.
- (d) With intent to harass or offend, telephones another and uses any obscene, lewd or profane language or suggests any lewd or lascivious act.
- (e) Makes or causes the telephone of another repeatedly to ring, with intent to harass any person at the called number.
- (f) Makes repeated telephone calls, whether or not conversation ensues, with intent solely to harass any person at the called number.
- (g) Makes a telephone call, whether or not conversation ensues, without disclosing his or her identity and with intent to harass any person at the called number.
- (h) Knowingly permits any telephone under his or her control to be used for any purpose prohibited by this section.
 - i. Utilize the 911 emergency telephone number system for any purpose other than to report an emergency or to report an emergency knowing that in fact the situation which he or she reports does not exist. An "emergency" is when an immediate response by public safety personnel is essential and an existing or very probable situation exists of bodily harm or life-threatening illness or condition; or property damage or loss; or escape of a suspect in a criminal offense or its municipal offense counterpart.

B. Unlawful use of computerized communication systems.

(1) In this section, "message" means any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature, or any transfer of a computer program, as defined in Wisconsin Statutes s. 943.70 (1) (c).

(2) Whoever does any of the following is guilty of a violation of this section:

- (a) With intent to frighten, intimidate, threaten, abuse or harass another person, sends a message to the person on an electronic mail or other computerized communication system and in that message threatens to inflict injury or physical harm to any person or the property of any person.
- (b) With intent to frighten, intimidate, threaten, abuse or harass another person, sends a message on an electronic mail or other computerized communication system with the reasonable expectation that the person will receive the message and in that message threatens to inflict injury or physical harm to any person or the property of any person.

- (c) With intent to frighten, intimidate, threaten or abuse another person, sends a message to the person on an electronic mail or other computerized communication system and in that message uses any obscene, lewd or profane language or suggests any lewd or lascivious act.
- (d) With intent to frighten, intimidate, threaten or abuse another person, sends a message on an electronic mail or other computerized communication system with the reasonable expectation that the person will receive the message and in that message uses any obscene, lewd or profane language or suggests any lewd or lascivious act.
- (e) With intent to frighten, intimidate, threaten or abuse another person, sends a message to the person on an electronic mail or other computerized communication system while intentionally preventing or attempting to prevent the disclosure of his or her own identity.
- (f) While intentionally preventing or attempting to prevent the disclosure of his or her identity and with intent to frighten, intimidate, threaten or abuse another person, sends a message on an electronic mail or other computerized communication system with the reasonable expectation that the person will receive the message.
- (g) With intent to harass, annoy or offend another person, sends a message to the person on an electronic mail or other computerized communication system and in that message uses any obscene, lewd or profane language or suggests any lewd or lascivious act.
- (h) With intent to harass, annoy or offend another person, sends a message on an electronic mail or other computerized communication system with the reasonable expectation that the person will receive the message and in that message uses any obscene, lewd or profane language or suggests any lewd or lascivious act.
- (i) With intent solely to harass another person, sends repeated messages to the person on an electronic mail or other computerized communication system.
- (j) With intent solely to harass another person, sends repeated messages on an electronic mail or other computerized communication system with the reasonable expectation that the person will receive the messages.
- (k) With intent to harass or annoy another person, sends a message to the person on an electronic mail or other computerized communication system while intentionally

preventing or attempting to prevent the disclosure of his or her own identity.

(l) While intentionally preventing or attempting to prevent the disclosure of his or her identity and with intent to harass or annoy another person, sends a message on an electronic mail or other computerized communication system with the reasonable expectation that the person will receive the message.

(m) Knowingly permits or directs another person to send a message prohibited by this section from any computer terminal or other device that is used to send messages on an electronic mail or other computerized communication system and that is under his or her control.

C. Harassment.

(1) In this section:

(a) "Course of conduct" means a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose.

(2) Whoever, with intent to harass or intimidate another person, does any of the following is a violation of this section.

(a) Engages in a course of conduct or repeatedly commits acts which harass or intimidate the person and which serve no legitimate purpose.

SECTION 2: 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 charter 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 3: CONTINUATION OF EXISTING PROVISIONS.

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

SECTION 4: EFFECTIVE DATE.

This ordinance shall take effect upon posting and publication as provided by the law.

Passed and adopted by the Village Board of the Village of Fox Point, Milwaukee County,
Wisconsin this _____ day of _____ 20____

Douglas H. Frazer, President

Kelly Meyer, Village Clerk

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



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

TO: Village Board

FROM: Kelly A. Meyer, Village Clerk/Treasurer 

THROUGH: Scott Botcher, Village Manager 

DATE: April 4, 2023

RE: Temporary Class "B" Picnic Alcohol Licenses –Congregation Shalom
7630 N Santa Monica Blvd, Fox Point

Background and Overview

Congregation Shalom has applied for a Temporary Class "B" (fermented malt beverage)/ Temporary "Class B" (wine) License for the Congregation Shalom event Casino Night being held on Saturday, May 6, 2023, location at 7630 N Santa Monica Blvd, Fox Point, WI.

Analysis

Congregation Shalom will pay upon approval, a \$10.00 fee for the event's Temporary Class "B" / "Class B" License, as it corresponds to the attached Temporary Class "B" / "Class B" license application.

Recommendation

Staff recommends the Village Board grant the Temporary Class "B" (Fermented Malt Beverage)/ Temporary "Class B" (Wine) License to Congregation Shalom for Casino Night on the event date Saturday, May 6, 2023.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$10.00

Application Date: 03/31/2023

☐ Town ☒ Village ☐ City of Fox Point

County of Milwaukee

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 05/06/2023 and ending 05/06/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☐ Bona fide Club ☒ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Congregation Shalom

(b) Address 7630 N. Santa Monica Blvd. Fox Point, WI 53217

(Street)

☐ Town ☒ Village ☐ City

(c) Date organized 06/01/1951

(d) If corporation, give date of incorporation 07/02/1951

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Brent Arnold 5813 N Bay Ridge Ave. Milwaukee, WI 53217

Vice President David Arnstein 6922 N. Belmont Lane Milwaukee, WI 53217

Secretary Terri Stevens 8515 N Seneca Rd. Milwaukee, WI 53217

Treasurer Scott Franklin 10529 N Beechwood Dr. Mequon, WI 53092

(g) Name and address of manager or person in charge of affair: Payton Goecks, 7630 N Santa Monica Blvd, Fox Point, WI 53217

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 7630 N Santa Monica Blvd

(b) Lot Block

(c) Do premises occupy all or part of building? Yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event Casino Night

(b) Dates of event 05/06/2023

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

Scott B. Paudel 3/31/23 Congregation Shalom
(Signature / Date) (Name of Organization)

Date Filed with Clerk 4/3/2023

Date Reported to Council or Board 4/9/2023

Date Granted by Council

License No.

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

414-351-8900

Receipt No: 1.058741

Apr 4, 2023

7630 N Santa Monica Blvd

Previous Balance:	.00
LICENSES & PERMITS - LIQUOR/BEER/CIGARETTE LICENSE 10-44120 LIQUOR/TOBACCO LICENSES	10.00
Total:	10.00
CHECK Check No: 1667	10.00
Payor: Linda Nan Holifield	
Total Applied:	10.00
Change Tendered:	.00

04/04/2023 9:30 AM

VILLAGE OF FOX POINT

ARBOR DAY PROCLAMATION



- WHEREAS; April 28, 2023, marks the 151st Anniversary of Arbor Day, the 140th year of celebration by Wisconsin school children; and
- WHEREAS; the Village of Fox Point has been recognized as a TREE CITY USA for 34 consecutive years by the National Arbor Day Foundation and desires to continue its tree-planting ways; and
- WHEREAS; trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- WHEREAS; trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- WHEREAS; trees in our Village increase property values, enhance the economic vitality of commercial areas, and beautify our community; and
- WHEREAS; trees, wherever they are planted, are a source of joy and spiritual renewal,
- NOW THEREFORE; The Village Board of Fox Point does hereby proclaim Friday, April 28th, 2023 as



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

Village President _____
Douglas H. Frazer



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
Through: Scott Brandmeier, Scott Botcher
Date: March 27, 2023
Re: Longacre Pavilion roof repair

We received two quotes for the repairs that absolutely need to be made to the roof of the Longacre Pavilion. The first quote is from Noffke Roofing Co. LLC with a quote of \$29,972.00 with multiple options that require expenses on a time and material basis. The second quote was from Laubenstein Inc with a quote of \$24,749.00 with one option that requires expenses on a time and material basis.

I recommend that the Village accept the quote from Laubenstein Inc in the amount of \$24,749.00. My reason for recommending this company is as follows; The quote from Laubenstein is the lower of the two quotes and this company has a longstanding history with the Village and has a good reputation of going above and beyond the work quoted.

The flat portion of the roof is where the repairs are needed, the existing rubber membrane is beyond repair and will need to be replaced. However, the extent of the work will not be known until they remove the rubber membrane and inspect the decking and insulation so that they can evaluate the extent of the damage. They will also be attaching new flashing, drip edge, soffit and fascia boards where needed.

We have \$60,000.00 budgeted for this project in account # 40-91600-826. With the quote of \$24,749.00 including some time and material charges we should still come in under budget.

Thank you,

Steve West



PO Box 458
Cedarburg, WI 53012
(262)377-4430
info@Laubensteininc.com

Owner Village of Fox Point
Address 7200 N.Santa Monica Blvd
City Fox Point WI 53217

Phone 414-550-6763 Date 3/16/2023
Email Steve West

Job Site 7343 Park Building City Fox Point WI 53217
Approx. Completion date (Weather Permitting)

Note: No Oral or implied agreements

Laubenstein, Inc. proposes to furnish all labor, materials, and equipment necessary to perform the following work:

Remove existing rubber roofing and 1/2 inch hardboard to both flat roof areas.

Inspect Tectum decking and replace any damaged decking if found [on time and material].

Overlay decking using one layer of 1/2 inch hardboard being fastened to decking with approved fasteners.

Then to adhere black 60 mil EPDM rubber roofing flashing to existing gutters using aluminum termination bar, and new metal bronze drip edging.

Includes clean up and removal of debris.

Ten year workmanship and material warranty.

To furnish labor and materials, complete in accordance with the above-specifications, for the sum of:

Dollars 24749.00

Payments of the consideration previously stated, together with payment of any extras as may be agreed upon, shall be made as follows:
on or before the 10th of each month, 90% of all materials delivered to the job site and of the work performed during the preceding
Calendar month. Final payment is due within (10) days after completion of the work performed under this agreement

Payments not made on a timely basis for whatever reason will be assessed a 5% penalty on the total contract amount

A 1.5% interest charge per month, will be enforced on all accounts not paid by designated terms of this agreement. All accounts are to be paid at completion or as otherwise stated in the contract.

Unless otherwise specified, this contract does not include abatement or removal of asbestos materials. The owner warrants that all known asbestos materials have been disclosed and agrees to indemnify and hold harmless Laubenstein, Inc. for any incidental damages caused by asbestos materials not disclosed and specifically made a part of this contract. It is further understood that Laubenstein, Inc. has inspected only those parts of their premises directly affected by the



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: Kevin Ausman, Assistant Village Manager *KA*

cc: Scott Botcher, Village Manager

Date: 3/23/2022

Re: Horizon Commercial Pools – 2023 Summer Municipal Pool Maintenance Contract

Background:

Village staff have routinely contracted with Horizon Pools in the past for minor repairs and regular purchase of pool supplies at the Fox Point Municipal Pool. As the pool continues to age, time requirements for the Public Works staff to maintain and repair the facility have continued to grow every year. The Public Works Foreman has almost exclusively dedicated his time, along with assistance of one or two additional crewmembers, from May through August to the operations of the pool. Returning the Village Foreman to regular duties including staff supervision and daily service to the community brings significant added value to DPW operations. In order to provide consistent operation of the municipal pool by trained professionals and to return DPW staff to their regular duties, Staff has come to an agreement with Horizon Pools to take on the daily maintenance of the municipal pool for the entire duration of the 2023 summer season.

Request:

Horizon Pools will provide maintenance seven times per week at \$1,455 per week, for two hours per day. The annual pool season generally runs from the second Saturday in June through the middle of August (approximately 8-9 weeks) depending on lifeguard availability. The expected weekly maintenance contract for the entirety of the pool season ($\$1,455 \times 9 \text{ weeks} = \$13,095$) exceeds Staff purchasing authority, and is subject to Village Board approval.

Recommendation:

Staff recommends that the Village Board authorize the Village Manager to sign the attached contract for pool maintenance services for summer 2023.



Customer Proposal / Quotation

Quoted to:

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

Date: 02/16/2023

Good Through: 05/30/2023

Description:

Seasonal Pool Maintenance (7) times a week, \$1,455 per week, Billed monthly

Weekly maintenance consists of:

- Backwash system and empty pump baskets
- Test water, leave results
- Supplying, adding & maintaining chemicals for proper water chemistry.
- Cost of chemicals is additional outside of what is on site, to be billed monthly
- Weekly service time allotment is based on 2 hours of service. Any excess of time that exceeds the (2) hours will be billed on time and material used.

NOTE:

- Check equipment to be sure it is in working order. If equipment is in need of repair, technician will notify customer. It is then the customer's responsibility to contact the office for repair.
- Horizon cannot assume any responsibility for proper water balance if using products other than our own. Horizon requires use of the company's chemical product line.

ACCEPTANCE OF PROPOSAL – I am authorized to sign on behalf of the owner, and I have read the attached **Terms & Conditions** and Proposal Notes and the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as specified.

Quote Accepted By: _____

Date: _____

Authorized Signature: _____

Total:

\$1,455/Week

- Products and equipment used to complete job are subject to applicable state & city sales taxes.
- Please read all attached Terms & Conditions, Proposal Notes, and product information. This quote, once signed, is a contract between Horizon Commercial Pool Supply & the property owner.



TERMS AND CONDITIONS

MECHANIC'S LIEN NOTICES (Minnesota & Wisconsin)

MINNESOTA: Pursuant to MINN. STAT. § 514.011 (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

WISCONSIN: As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

PAYMENT: On contracts exceeding two-thousand dollars (\$2,000.00), unless otherwise agreed, in writing on the first page of this Contract, payment shall be made in two equal installments. The first installment shall be due as a deposit and paid at the time this contract is signed by the Customer. The second installment is due and payable upon completion of the Project. If, for any reason, any amount less than 50% of the Contract is paid in the first installment, the entire remaining balance shall be paid in the second installment even though such payment renders the installment unequal. All payments on account must be made within **10 days from the invoice date**, unless otherwise agreed to by Horizon Commercial Pools and Customer in writing. Customer agrees that receipt of any invoice setting forth the amount owed to Horizon Commercial Pools represents an account stated unless, within ten days (10) days of receipt of the invoice, Customer objects to the invoice in writing and said written objection is delivered to Horizon Commercial Pools.

INTEREST AND ATTORNEYS' FEES: Horizon Commercial Pools will charge, and Customer agrees to pay, a service charge of 1.5% per month (18.0% per annum) or the maximum rate allowed by law. The service charge will be assessed on the past due portion of the account. Customer agrees to pay on demand all costs and expenses including reasonable attorneys' fees incurred by Horizon Commercial Pools in connection with this Contract, and any other document or agreement related thereto, including all costs, expenses and attorneys' fees incurred by Horizon Commercial Pools in enforcing these Terms and Conditions.

SCHEDULING AND ESTIMATES: All time estimates, schedules, start dates, completion dates, etc., are subject to change at Horizon Commercial Pools' sole discretion and Horizon shall not be liable for any changes thereof. Customer acknowledges that time estimates, schedules, start and completion dates can and will change due to weather, unforeseen changes to jobs, workforce variations, material availability, unforeseen delays due to other contractor's work, equipment breaking down and holidays, etc. Any quotes, estimates or representations as to pricing are subject to change at Horizon Commercial Pools' sole discretion as well.

LIMITED WARRANTY ON WORKMANSHIP: Horizon Commercial Pools provides a limited one-year warranty on its workmanship. This Limited Warranty on Workmanship ("Warranty") covers labor provided by Horizon staff only. Any product or equipment warranties are limited to and provided by their respective manufacturer or supplier. This Warranty does not cover problems arising from normal wear and tear, chemical action, stains from pool water or pool water minerals, neglect, abuse, or acts of God. Failure to pay the full Contract price relieves Horizon Commercial Pools of all of its responsibilities under this Warranty and shall render this Warranty void. Warranty claims can be made by contacting Horizon Commercial Pools at (651) 917-3075 within 12 months of completion. Horizon Commercial Pools shall not be responsible or held liable for damages resulting from causes beyond its control caused by fire, flood, accidents, delay in transit, labor difficulty, inability of our normal sources of supply, acts of god, any law, act or regulation of any governmental body. Customer acknowledges and agrees that Horizon Commercial Pools' liability for any reason, including, without limitation, negligence, or strict liability, shall not include special, consequential, or incidental damages.

Horizon Chemical LLC
dba Horizon Commercial Pools
Corporate Office
4444 Round Lake Rd W, Arden Hills, MN 55112
651.917.3075 phone
www.horizonpoolsupply.com



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: April 4, 2023
Re: Recommendation for Acceptance of Change Order No. 1 for Lake Drive Water Main Improvement Services

In 2020, the Village retained SEH to perform a water main analysis of the 12-inch and larger water mains and determine whether any of the mains needed to be replaced or could remain in place. SEH prepared a report that was shared with Kapur & Associates who was retained to perform the water main design activities along Lake Drive related to the 12-inch water main (sections needing to be replaced, new valves and hydrants, crossings at intersections, and water service laterals).

On March 15, 2023, Fox Point staff met with the design engineers from Kapur & Associates to discuss the preliminary design for the proposed work called for under the original scope of services. During the meeting, it was determined that we had inadvertently omitted portions of water main that should be included in the design. Namely, the following additional areas should be included:

- While the original scope addressed evaluating the 12-inch water main along Lake Drive, including the water service laterals that connect to it, the scope did not include addressing a separate 6-inch water main that exists on the west side of Lake Drive from School Road to just north of Daphne Road (refer to the attached figure). Considering the proposed resurfacing of Lake Drive and that the DOT may not fund reconstruction of the road for another 25-30 years, staff has proposed abandoning the 6-inch water main.
- Prior to abandonment, there are 15 properties on the west side of the road that would have their water service laterals connected to the 12-inch water main on the east side of the road. These are currently connected to the 6-inch water main on the west side of the road.
- The work would also include installation of two new hydrants and valves in this area.

- Five additional water main crossings are proposed to be added from the original scope. These are located at Apple Tree, Daisy, Bridge, Thorne and Bradley. Apple Tree is proposed to be added in light of the proposed abandonment of the 6-inch water main. This will connect the 12-inch water main to the water main on Apple Tree. Daisy, Bridge and Thorne are proposed to be added to extend the connections beyond the Lake Drive ROW so that we do not have to excavate into Lake Drive when these roads are redone in the next approximate 5-years. Bradley Road is proposed to be added considering it has not been reconstructed (in 2022 or 2023) and the thought is to have the Lake Drive water main contractor resolve all water main crossings along the 2.6-mile stretch of road.

The change order includes other miscellaneous tasks (preparation of drawing sheets, cross sections and details, etc.). I have reviewed the tasks, hours and fees and find the requested change order to be reasonable. Therefore, it is my recommendation that the Village Board accept change order No. 1 from Kapur & Associates in the amount of \$12,976 for additional design services and authorize the Village President and Village Clerk to sign the change order on behalf of the Village.



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

CONTRACT CHANGE ORDER NO. 1

LAKE DRIVE WATER MAIN IMPROVEMENT VILLAGE OF FOX POINT, WI

Contract Document made and entered into by and between the Village of Fox Point and Kapur & Associates, Inc., dated June 16, 2022 is hereby amended as set forth as follows, which is annexed and made a part of the original Contracts.

Additional work proposed to be performed.

Village of Fox Point staff met with Kapur design staff on March 15, 2023 to discuss the proposed water main improvements for the 12-inch water main along North Lake Drive from approximately Acacia Road north to Dean Road. During the meeting, Fox Point staff requested that Kapur & Associates provide a proposal to replace the 8-inch water main on North Lake Drive from School Road to Acacia Road as well as additional crossings and valves. This change order includes the following:

- Design cost for replacement of approximately 800 LF of existing 8-inch water main between E. School Road and E. Acacia Road (Includes 2 new hydrants, 2 valves and reconnection of 15 water services).
- Design additional 8-inch water main crossings at Apple Tree Road, Daisy (extend to east), Bridge Lane, Thorne Lane and Bradley Road and installation of additional five 12-inch water valves at point of connection with 12-inch main line.
- Abandonment of approximately 1,620 LF of 6-inch water main (between School Road and Daphne Road) and approximately 420 LF of 6-inch water main (from Green Tree Road toward south).
- Preparation of additional drawing sheets, cross sections and details for the crossings, valves and 8-inch water main replacement; incorporation of the additional drawings in the main bid document set; and preparation of a cost estimate to perform the work.

Our fees for the additional construction services are \$12,976.00 are detailed on the attached Fee Schedule.

Contract Amount

The following is a summary of the revised contract amount:

Original Contract Amount	\$ 40,407.00
<u>Additional Fees (Contract Change Order No. 1).....</u>	<u>\$ 12,976.00</u>

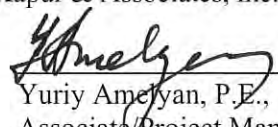




Revised Contract Amount\$ 53,383.00

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

For Kapur & Associates, Inc.,

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

Date: 3-31-2023

For the Village of Fox Point,

By: _____
Douglas H. Frazer
Village President

Date: _____

By: _____
Kelly Meyer
Village Clerk/Treasurer

Date: _____



COST NOT TO EXCEED
CCO #1 - DESIGN FOR THE WATER MAIN IMPROVEMENT ALONG THE LAKE DRIVE
VILLAGE OF FOX POINT, WISCONSIN

TASK	Project Manager	Project Engineer	Staff Engineer	Cad Technician	Total Task Hours	Total Task Cost
	\$168.00	\$119.00	\$96.00	\$88.00		
1. DESIGN FOR REPLACEMENT OF 8-INCH WATER MAIN BETWEEN E. SCHOOL ROAD AND ACACIA ROAD						
Design cost for replacement of approximately 800 LF of existing 8-inch water main between E. School Road and E. Accacia Road (Includes 2 new hydrants, 2 valves and reconnection of 15 water services)	4	24	8	24	60	\$6,408.00
Subtotal:	4	24	8	24	60	\$6,408.00
2. DESIGN FOR FOR AN ADDITIONAL FIVE 8-INCH WATER MAIN CROSSINGS AND ADDITIONAL FIVE 12-INCH VALVES ON THE MAIN LINE						
Design additional 8-inch water main crossings at Apple Tree Road, Daisy (extend to east), Bridge Lane, Thorne Lane and Bradley Road and installation of additional five 12-inch water valves at point of connection with 12-inch main line	2	8	8	10	28	\$2,936.00
Subtotal:	2	8	8	10	28	\$2,936.00
3. ABANDONMENT OF 6-INCH WATER MAIN BETWEEN E. SCHOOL ROAD AND E. DAPHNE ROAD AND SOUTH OF GREEN TREE ROAD (WEST SIDE OF LAKE DRIVE)						
Abandonment of approximately 1,620 LF of 6-inch water main (between School Road and Daphne Road) and approximately 420 LF of 6-inch water main (from Green Tree Road toward south)	2	8		4	14	\$1,640.00
Subtotal:	2	8	0	4	14	\$1,640.00
4. INCORPORATION OF THE ADDITIONAL DRAWINGS IN THE MAIN BID DOCUMENT SET						
Preparation of additional drawing sheets, cross sections and details for the crossings, valves and 8-inch water main replacement; incorporation of the additional drawings in the main bid document set; and preparation of a cost estimate to perform the work.	2	8		8	18	1992
Subtotal:	2	8	0	8	18	\$1,992.00
TOTAL HOURS AND COST:	8	40	8	36	92	\$12,976.00

STATE OF WISCONSIN VILLAGE OF FOX POINT MILWAUKEE COUNTY

RESOLUTION NO. 2023-XX

**RESOLUTION REQUESTING LEGISLATION TO REMOVE RESTRICTIVE COVENANTS FROM
PROPERTY DEEDS**

WHEREAS, historic land use policies such as restrictive zoning, restrictive covenants and redlining once created imbalance and inequities in housing nationwide; and

WHEREAS, in 1948 in the United States Supreme Court case, *Shelley v. Kraemer*, the Court held that enforcement of racially restrictive covenants violated the Equal Protection Clause of the 14th Amendment of the United States Constitution and, therefore, ruled that those covenants are unenforceable; and

WHEREAS, in 1968 the Federal Fair Housing Act made the practice of writing restrictive covenants into recording instruments on residential property on the basis of race, color, religion, or national origin illegal; and

WHEREAS, despite being unenforceable, the restrictive covenants and instruments of years past may remain in the official property records of Village of Fox Point properties and may be circulated as part of the title history to prospective purchasers of real property; and

WHEREAS, there are currently no laws in place to universally remove or redact the restrictive language from the records; and

WHEREAS, in 2019, the State of Minnesota enacted legislation enabling property owners to remove restrictive covenants from their property deeds; and

WHEREAS, this law allows property owners to attach a modification to the deed stating that restrictive covenants contained on the deeds are illegal and are legally discharged and released; and

WHEREAS, Wisconsin has no mechanism to permanently remove restrictive covenants from property deeds; therefore,

BE IT FURTHER RESOLVED, that the Village of Fox Point urges Governor Evers and the Wisconsin Legislature develop and enact laws enabling property owners to remove restrictive covenants from their property deeds; and

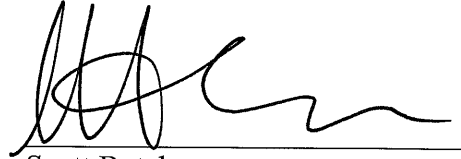
BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor Evers, the Wisconsin Legislature and the League of Wisconsin Municipalities.

Dated this 11th day of April, 2023.

Douglas H. Frazer
Village President

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

This is to certify that the attached is true and correct list of bills due for a period from March 1-31, 2023, in the total amount of \$933,850.85. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.



Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on April 11, 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

Page: 1

Report dates: 03/01/2023-03/31/2023

Mar 31, 2023 11:01AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-13100 ACCOUNTS RECEIVABLE - SUNDRY						
1411	SERVPRO OF MILWAUKEE NOR	612034	INSURANCE CLAIM	03/02/2023	6,283.27	03/03/2023
1411	SERVPRO OF MILWAUKEE NOR	612128	INSURANCE CLAIM	03/02/2023	2,428.99	03/03/2023
Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY:					8,712.26	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	APRIL 2023	LIFE INSURANCE	03/07/2023	874.74	03/10/2023
Total 10-21520 GROUP LIFE:					874.74	
10-21521 SUPPLEMENTAL PLANS						
18	SECURIAN FINANCIAL GROUP I	03/01/2023	ACCIDENTAL	03/02/2023	97.78	03/03/2023
1227	AFLAC	242487	MARCH	03/30/2023	1,086.03	03/30/2023
1227	AFLAC	884268	ACCT #G8B41	03/07/2023	724.02	03/10/2023
Total 10-21521 SUPPLEMENTAL PLANS:					1,907.83	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	MARCH 2023	POLICE DUES	03/02/2023	495.00	03/03/2023
Total 10-21525 UNION DUES:					495.00	
10-21530 DEFERRED COMPENSATION						
77	MissionSquare - 303753	1/1-3/3/2023	303753	03/07/2023	6,136.99	03/07/2023
77	MissionSquare - 303753	PR0316231	Deferred Comp ICMA-PRETAX	03/15/2023	1,180.14	03/17/2023
77	MissionSquare - 303753	PR0330231	Deferred Comp ICMA-PRETAX	03/29/2023	1,180.14	03/30/2023
375	NORTH SHORE BANK, FSB	PR0302232	Deferred Comp NORTH SHORE	03/01/2023	2,130.00	03/03/2023
375	NORTH SHORE BANK, FSB	PR0316232	Deferred Comp NORTH SHORE	03/15/2023	2,130.00	03/17/2023
375	NORTH SHORE BANK, FSB	PR0330232	Deferred Comp NORTH SHORE	03/29/2023	2,130.00	03/30/2023
814	GREAT-WEST TRUST COMPAN	PR0302231	Deferred Comp WI DEFER - PRE	03/01/2023	6,287.60	03/03/2023
814	GREAT-WEST TRUST COMPAN	PR0302231	Deferred Comp WI DEFER - RO	03/01/2023	460.00	03/03/2023
814	GREAT-WEST TRUST COMPAN	PR0316231	Deferred Comp WI DEFER - PRE	03/15/2023	6,287.60	03/17/2023
814	GREAT-WEST TRUST COMPAN	PR0316231	Deferred Comp WI DEFER - RO	03/15/2023	460.00	03/17/2023
814	GREAT-WEST TRUST COMPAN	PR0330231	Deferred Comp WI DEFER - PRE	03/29/2023	13,787.60	03/30/2023
814	GREAT-WEST TRUST COMPAN	PR0330231	Deferred Comp WI DEFER - RO	03/29/2023	485.00	03/30/2023
Total 10-21530 DEFERRED COMPENSATION:					42,655.07	
10-21540 GARNISHMENT						
797	WI SCTF	03/03/2023	REMIT 217318 CASE PIN 217318	03/02/2023	149.60	03/03/2023
797	WI SCTF	03/17/2023	REMIT 217318 CASE PIN 217318	03/16/2023	149.60	03/17/2023
Total 10-21540 GARNISHMENT:					299.20	
10-23000 WORKERS COMPENSATION						
1658	R & R INSURANCE SERVICES, I	2805798	WORKERS COMP	03/30/2023	22,678.00	03/30/2023
Total 10-23000 WORKERS COMPENSATION:					22,678.00	
10-45100 FINES/FORFEITURES						
1441	WRIGHT, DASIA	DOUBLEPAY	BD927145-2	03/08/2023	98.80	03/10/2023
2147	LAKE COUNTRY MUNICIPAL CO	OCONOMOWOC-F	FRANKLIN, RICKYL 1/17/87	03/06/2023	373.00	03/10/2023
Total 10-45100 FINES/FORFEITURES:					471.80	
10-46710 PAVILION RENTALS						
459	SHIRLEY, JUDITH	1.058569	REFUND DEPOSIT LESS CANC	03/14/2023	140.00	03/17/2023

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1447	BURKE, GINA	1.058425	PAVILLION DEPOSIT	03/21/2023	50.00	03/23/2023
1454	MANDERSCHIED, JENNIFER	1.058566	PAVILION DEPOSIT	03/27/2023	50.00	03/30/2023
Total 10-46710 PAVILION RENTALS:					240.00	
10-51100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	02/27/2023	BOARD	03/10/2023	17.71	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	BOARD	03/10/2023	9.00	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	BOARD	03/10/2023	27.99	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	BOARD	03/10/2023	23.08	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	BOARD	03/10/2023	40.00	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	BOARD	03/10/2023	414.00	03/10/2023
1443	QUANTUM LS LLC	2302130	PRINTING/BINDERS	03/14/2023	3,103.00	03/17/2023
Total 10-51100-310 SUPPLIES/EXPENSES:					3,634.78	
10-51200-310 SUPPLIES/EXPENSES						
5645	CNA SURETY	5/1/2023-70724682	MUNICIPAL JUDGE BOND	03/06/2023	100.00	03/10/2023
Total 10-51200-310 SUPPLIES/EXPENSES:					100.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	FEB 2023	DRIVER SUR/JAIL FEE	03/02/2023	232.69	03/03/2023
552	WISCONSIN, STATE OF - COUR	FEB 2023	FEBRUARY	03/02/2023	858.61	03/03/2023
Total 10-51200-395 COUNTY COURT FEES:					1,091.30	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	9313	VLG ATTORNEY	03/13/2023	18,805.00	03/17/2023
Total 10-51300-218 VILLAGE ATTORNEY:					18,805.00	
10-51300-219 VILLAGE PROSECUTOR						
965	PADWAY & PADWAY LTD	03/06/2023	PROSECUTOR	03/30/2023	887.50	03/30/2023
Total 10-51300-219 VILLAGE PROSECUTOR:					887.50	
10-51410-321 PROFESSIONAL DUES/MEETINGS						
5788	WEST BEND MUTUAL	2540946-2023	BOND- AUSMAN	03/21/2023	20.00	03/23/2023
Total 10-51410-321 PROFESSIONAL DUES/MEETINGS:					20.00	
10-51420-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	02/27/2023	CLERK	03/10/2023	36.69	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	CLERK	03/10/2023	12.99	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	CLERK	03/10/2023	22.47	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	CLERK	03/10/2023	54.99	03/10/2023
Total 10-51420-310 SUPPLIES/EXPENSES:					127.14	
10-51420-322 TRAINING						
57	JPMORGAN CHASE BANK NA	02/27/2023	CLERK	03/10/2023	125.00	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	CLERK	03/10/2023	199.00	03/10/2023
Total 10-51420-322 TRAINING:					324.00	
10-51440-233 EQUIPMENT MAINTENANCE						
774	ELECTION SYSTEMS & SOFTW	CD2053058	LICENSE	02/27/2023	400.00	03/03/2023

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Total 10-51440-233 EQUIPMENT MAINTENANCE:					400.00	
10-51440-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	02/27/2023	ELECTIONS	03/10/2023	84.27	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	ELECTIONS	03/10/2023	43.48	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	ELECTIONS	03/10/2023	59.95	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	ELECTIONS	03/10/2023	18.18	03/10/2023
1766	CONFLUENCE GRAPHICS	77368	ELECTIONS	03/29/2023	818.50	03/30/2023
1766	CONFLUENCE GRAPHICS	78217	ELECTIONS	03/29/2023	370.62	03/30/2023
Total 10-51440-310 SUPPLIES/EXPENSES:					1,395.00	
10-51520-321 PROFESSIONAL DUES/MEETINGS						
2678	MTAW	2023	DUES CARTHELL	03/30/2023	60.00	03/30/2023
Total 10-51520-321 PROFESSIONAL DUES/MEETINGS:					60.00	
10-51520-322 TRAINING						
57	JPMORGAN CHASE BANK NA	02/27/2023	DPW	03/10/2023	166.34	03/10/2023
2678	MTAW	2023 SPRING	CONFERENCE CARTHELL	03/30/2023	125.00	03/30/2023
Total 10-51520-322 TRAINING:					291.34	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	167078	MONTHLY/REVALUATION	02/27/2023	4,496.00	03/03/2023
Total 10-51530-210 CONTRACT SERVICES:					4,496.00	
10-51600-210 CONTRACT SERVICES						
45	KEY BENEFIT CONCEPTS, LLC	2262291	OPEB	03/30/2023	5,450.00	03/30/2023
265	GREATAMERICAN FINANCIAL S	33649001	MONTHLY COPIER	03/30/2023	232.00	03/30/2023
477	TAYLOR COMPUTER SERVICES	24403	CUBICAL NETWORK	03/16/2023	542.00	03/17/2023
477	TAYLOR COMPUTER SERVICES	24457	MANAGED SERVICES	03/20/2023	1,205.85	03/23/2023
789	DO IT NOW CLEANING LLC	564	MONTHLY CLEANING	03/02/2023	1,583.37	03/03/2023
789	DO IT NOW CLEANING LLC	575	MONTHLY CLEANING	03/30/2023	1,583.37	03/30/2023
905	MARCO TECHNOLOGIES, LLC	INV10733962	YEARLY	03/07/2023	5,591.10	03/10/2023
1353	FORWARD TS, LTD	AR190605	MONTHLY COPIES	02/27/2023	401.23	03/03/2023
Total 10-51600-210 CONTRACT SERVICES:					16,588.92	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	2/28/23	0702787382-00002	03/06/2023	1,523.40	03/10/2023
Total 10-51600-220 GAS-HEAT:					1,523.40	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	03/06/2023	0702787382-00009	03/13/2023	20.18	03/17/2023
536	WE-ENERGIES	2/28/23	0702787382-00002	03/06/2023	1,361.44	03/10/2023
Total 10-51600-221 ELECTRIC UTILITIES:					1,381.62	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	632383309	87619173	03/13/2023	.72	03/17/2023
5312	AT & T- VILLAGE	02/22/2023	414 351-8900 758 7	03/08/2023	63.50	03/10/2023
Total 10-51600-222 TELEPHONE UTILITIES:					64.22	

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10-51600-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	11/01-02/02/2023	VH WATER AND SEWER	03/08/2023	812.53	03/10/2023
Total 10-51600-223 WATER/SEWER UTILITIES:					812.53	
10-51600-234 VILLAGE HALL MAINTENANCE						
360	NASSCO INC.	6269136	PAPERSUPPLIES	03/17/2023	249.02	03/23/2023
892	SPECTRUM	03/07/23	8348 10 012 0042231 VLG	03/20/2023	12.05	03/23/2023
1710	UP NORTH SERVICES	4289	PEST CONTROL VLG	03/13/2023	50.00	03/17/2023
2644	DOORMASTER GARAGE DOOR	33974	PARTS	02/27/2023	3,539.00	03/03/2023
5021	BUDIAC PLUMBING, INC.	42123	REPAIR	03/27/2023	178.00	03/30/2023
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					4,028.07	
10-51600-310 SUPPLIES/MISC EXPENSES						
57	JPMORGAN CHASE BANK NA	02/27/2023	VILLAGE	03/10/2023	11.94	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	VILLAGE	03/10/2023	12.50	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	VILLAGE	03/10/2023	29.76	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	VILLAGE	03/10/2023	47.98	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	VILLAGE	03/10/2023	7.46	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	VILLAGE	03/10/2023	21.98	03/10/2023
1442	ROCK COUNTY CLERK OF CIR	90CR1896	RECORDS	03/09/2023	5.00	03/10/2023
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					136.62	
10-51700-510 INSURANCE						
1658	R & R INSURANCE SERVICES, I	2805799	PKG C	03/30/2023	26,375.25	03/30/2023
Total 10-51700-510 INSURANCE:					26,375.25	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	38	HEALTH INSURANCE REIMBUR	03/01/2023	790.63	03/03/2023
435	RIES, DANIEL	54	HEALTH	03/01/2023	896.14	03/03/2023
446	SCHELLING JUDITH	17	REIMBURSEMENT	03/01/2023	275.86	03/03/2023
638	KRIEFALL, DONALD A	82	HEALTH INSURANCE REIMBUR	03/01/2023	825.89	03/03/2023
2194	OBREMSKI, DANIEL	3	SUPPLEMENTAL PAY	03/01/2023	375.00	03/03/2023
Total 10-51700-511 GROUP HEALTH - RETIREES:					3,163.52	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
591	CUMMINS INC.	F6-49711	PLAN	03/09/2023	822.33	03/17/2023
1215	MONITORING SERVICES LLC	3359	ANNUAL FIRE ALARM	03/06/2023	306.00	03/10/2023
1710	UP NORTH SERVICES	4290	POLICE PEST CONTROL	03/06/2023	50.00	03/10/2023
5152	JAMES IMAGING SYSTEMS, IN	1295128	MONTHLY PD	03/15/2023	89.50	03/17/2023
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					1,267.83	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	02/22/2023	0702787382-00008	02/22/2023	1,105.24	03/03/2023
536	WE-ENERGIES	03/23/23	0702787382-00008	03/27/2023	1,029.12	03/30/2023
Total 10-52100-220 GAS UTILITIES:					2,134.36	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	02/22/2023	0702787382-00015	02/22/2023	33.75	03/03/2023
536	WE-ENERGIES	02/22/2023	0702787382-00006	02/22/2023	1,632.29	03/03/2023
536	WE-ENERGIES	03/23/23	0702787382-00015	03/27/2023	33.63	03/30/2023
536	WE-ENERGIES	03/24/2023	0702787382-00006	03/30/2023	1,606.64	03/30/2023

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Total 10-52100-221 ELECTRIC UTILITIES:					3,306.31	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	070433001030123	070433001	03/09/2023	922.43	03/17/2023
892	SPECTRUM	20230301OTA	8348 10 012 0041845 POLICE	03/15/2023	24.11	03/17/2023
2136	VERIZON WIRELESS	9929323895	786223225-00001 POLICE	03/15/2023	284.21	03/17/2023
2691	CENTURYLINK-BUSINESS SVC.	632383309	87619173	03/13/2023	.72	03/17/2023
5312	AT & T- VILLAGE	02/22/2023	414 351-8900 758 7	03/08/2023	39.69	03/10/2023
Total 10-52100-222 TELEPHONE UTILITIES:					1,271.16	
10-52100-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	11/1-2/1-23	POLICE WATER AND SEWER	03/06/2023	1,412.79	03/10/2023
Total 10-52100-223 WATER/SEWER UTILITIES:					1,412.79	
10-52100-233 EQUIPMENT MAINTENANCE						
57	JPMORGAN CHASE BANK NA	02/27/2023	POLICE	03/10/2023	49.48	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	POLICE	03/10/2023	19.00	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	POLICE	03/10/2023	149.90	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	POLICE	03/10/2023	59.99	03/10/2023
2727	INTOXIMETERS	727005	DRYGAS	02/28/2023	150.00	03/03/2023
2913	EMERGENCY MEDICAL PRODU	2535062	DEFIB PADS	03/15/2023	164.48	03/17/2023
4777	BATTERIES PLUS -	P60541420	12VOLT	03/15/2023	29.85	03/17/2023
5839	LEXISNEXIS	1246411-20230228	MONTHLY FEE	03/09/2023	30.00	03/17/2023
Total 10-52100-233 EQUIPMENT MAINTENANCE:					652.70	
10-52100-234 BUILDING MAINTENANCE						
57	JPMORGAN CHASE BANK NA	02/27/2023	POLICE	03/10/2023	109.00	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	POLICE	03/10/2023	85.16	03/10/2023
503	VILLAGE HARDWARE - DPS	227122	NUTS BOLTS	03/09/2023	3.69	03/17/2023
1898	HALLMAN LINDSAY	150485	PAINTING SUPPLIES	02/28/2023	178.91	03/03/2023
Total 10-52100-234 BUILDING MAINTENANCE:					376.76	
10-52100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	02/27/2023	POLICE	03/10/2023	21.95	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	POLICE	03/10/2023	43.99	03/10/2023
Total 10-52100-310 SUPPLIES/EXPENSES:					65.94	
10-52100-330 CLOTHING ALLOWANCE						
57	JPMORGAN CHASE BANK NA	02/27/2023	POLICE	03/10/2023	61.95	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	POLICE	03/10/2023	49.84	03/10/2023
473	STREICHER'S	1591673	HANNA	03/15/2023	134.99	03/17/2023
473	STREICHER'S	1618296	RUTH	02/28/2023	23.98	03/03/2023
473	STREICHER'S	1618344	RUTH	02/28/2023	97.98	03/03/2023
473	STREICHER'S	1619225	DUBNICKA	03/06/2023	63.49	03/10/2023
473	STREICHER'S	1621368	RUTH	03/16/2023	799.99	03/17/2023
1294	Galls, LLC,-	23542581	GROSSMUELLER	03/06/2023	61.25	03/10/2023
Total 10-52100-330 CLOTHING ALLOWANCE:					1,293.47	
10-52100-335 SCHOOL EXPENSES						
57	JPMORGAN CHASE BANK NA	02/27/2023	KALAHARI	03/10/2023	90.00-	03/10/2023
86	BROWN DEER, VILLAGE OF	23-1267	RANGE FEES	03/09/2023	500.00	03/17/2023

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511	WAUKESHA COUNT TECH. COL	794571	NORTHWESTERN STAFF COM	03/06/2023	4,500.00	03/10/2023
727	WI DEPT. OF JUSTICE	7	PATROL	03/06/2023	250.00	03/10/2023
727	WI DEPT. OF JUSTICE	8	PATROL	03/06/2023	250.00	03/10/2023
Total 10-52100-335 SCHOOL EXPENSES:					5,410.00	
10-52100-350 BIKE/PERSONAL SAFETY EXPENSE						
57	JPMORGAN CHASE BANK NA	02/27/2023	POLICE	03/10/2023	15.98	03/10/2023
Total 10-52100-350 BIKE/PERSONAL SAFETY EXPENSE:					15.98	
10-52200-224 NORTH SHORE FIRE DEPARTMENT						
54	NORTH SHORE FIRE DEPARTM	202314	OPERATING	03/30/2023	300,570.00	03/30/2023
Total 10-52200-224 NORTH SHORE FIRE DEPARTMENT:					300,570.00	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	145385	GENERAL SVCS	03/13/2023	1,999.50	03/17/2023
Total 10-53100-233 GIS MAINTENANCE:					1,999.50	
10-53100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	02/27/2023	ENGINEER	03/10/2023	3.40	03/10/2023
1230	ODP BUSINESS SOLUTIONS LL	303284050001	37360205-ENGINEERING	03/30/2023	56.01	03/30/2023
Total 10-53100-310 SUPPLIES/EXPENSES:					59.41	
10-53200-400 MATERIALS						
1800	MENARD'S - GERMANTOWN	41272	POST	03/13/2023	155.52	03/17/2023
Total 10-53200-400 MATERIALS:					155.52	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	03/06/2023	0702787382-00001	03/13/2023	182.34	03/17/2023
536	WE-ENERGIES	03/09/2023	0702787382-00013	03/14/2023	16.80	03/17/2023
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					199.14	
10-53300-405 STREET MATERIALS						
458	SHERWIN INDUSTRIES, INC.	SC050002	FIBER BULK	03/08/2023	751.52	03/30/2023
Total 10-53300-405 STREET MATERIALS:					751.52	
10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS						
1800	MENARD'S - GERMANTOWN	42189	MISC GENERAL	03/24/2023	232.01	03/30/2023
Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:					232.01	
10-53310-400 MATERIALS						
2830	COMPASS MINERALS	1150656	RESERVE SALT	03/20/2023	14,748.90	03/23/2023
2830	COMPASS MINERALS	1159254	SEASONAL FILL	03/27/2023	7,361.17	03/30/2023
2995	AMERICAN MESSAGING	U1850150XB	PAGING SERVICE	02/28/2023	40.27	03/03/2023
Total 10-53310-400 MATERIALS:					22,150.34	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	03/09/2023	0702787382-00016	03/14/2023	14.73	03/17/2023
536	WE-ENERGIES	03/10/2023	0702787382-00003	03/16/2023	16.83	03/17/2023

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536	WE-ENERGIES	03/13/2023	0702787382-00005	03/20/2023	15.23	03/23/2023
Total 10-53400-221 BUS STOP-ELECTRIC:					46.79	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000826-1996-6	MSW	03/09/2023	5,934.22	03/10/2023
Total 10-53630-370 LANDFILL FEES:					5,934.22	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0066815-2286-5	YARDWASTE	03/27/2023	332.12	03/30/2023
Total 10-53642-400 MATERIALS:					332.12	
10-53700-300 MISCELLANEOUS EXPENSE						
2241	ITU ABSORB TECH, INC	8079373	SHOP	02/27/2023	12.11	03/03/2023
2241	ITU ABSORB TECH, INC	8087444	SHOP	03/13/2023	13.42	03/17/2023
2241	ITU ABSORB TECH, INC	8095466	SHOP	03/27/2023	11.90	03/30/2023
5691	CINTAS CORPORATION	5149636795	FIRST AID CABINET	03/27/2023	172.09	03/30/2023
Total 10-53700-300 MISCELLANEOUS EXPENSE:					209.52	
10-53700-341 REPAIR PARTS						
52	BRAKE & EQUIPMENT	731990	MISC	03/13/2023	103.14	03/17/2023
52	BRAKE & EQUIPMENT	732651	CABLE ASSY	03/27/2023	209.49	03/30/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	SHOP	03/10/2023	25.98	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	SHOP	03/10/2023	659.89	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	SHOP	03/10/2023	22.49	03/10/2023
436	RITTER TECHNOLOGY LLC	c29797-001	FITTINGS	02/27/2023	237.41	03/03/2023
436	RITTER TECHNOLOGY LLC	c30664-001	FITTINGS	02/27/2023	562.30	03/03/2023
436	RITTER TECHNOLOGY LLC	c32019-001	HOSE AND FITTING	03/13/2023	64.08	03/17/2023
436	RITTER TECHNOLOGY LLC	c33197-001	HOSE AND FITTING	03/13/2023	155.42	03/17/2023
502	VILLAGE HARDWARE - VH	227031/1	NUTS BOLTS	03/13/2023	20.45	03/17/2023
547	ROLAND MACHINERY	40116672	LUBE SPIN	03/27/2023	221.63	03/30/2023
631	FACTORY MOTOR PARTS	160-163710	PARTS	02/27/2023	124.88	03/03/2023
631	FACTORY MOTOR PARTS	160-164015	PARTS	03/13/2023	33.96	03/17/2023
631	FACTORY MOTOR PARTS	160-164981	PARTS	03/13/2023	14.22	03/17/2023
631	FACTORY MOTOR PARTS	160-165773	PARTS	03/27/2023	100.48	03/30/2023
631	FACTORY MOTOR PARTS	160-165951	PARTS	03/27/2023	4.90	03/30/2023
665	LAKESIDE INTERNATIONAL TR	1385702P	MISC	02/27/2023	1,100.06	03/03/2023
665	LAKESIDE INTERNATIONAL TR	1385702PX1	MISC	02/27/2023	328.65	03/03/2023
665	LAKESIDE INTERNATIONAL TR	1385702PX2	MISC	02/27/2023	2,185.17	03/03/2023
665	LAKESIDE INTERNATIONAL TR	1386025P	CORE/CREDIT	03/13/2023	6,420.79	03/17/2023
665	LAKESIDE INTERNATIONAL TR	1386265P	CORE/CREDIT	03/13/2023	256.68	03/17/2023
665	LAKESIDE INTERNATIONAL TR	1386390OP	MISC	03/13/2023	107.72	03/17/2023
665	LAKESIDE INTERNATIONAL TR	1386603P	CORE/CREDIT	03/13/2023	80.97	03/17/2023
665	LAKESIDE INTERNATIONAL TR	1387780P	MISC	03/27/2023	38.22	03/30/2023
1099	HYDROTEX	498915	ACCULUBE	03/27/2023	325.96	03/30/2023
1800	MENARD'S - GERMANTOWN	41996	MISC GENERAL	03/27/2023	7.56	03/30/2023
101685	FASTENAL COMPANY	WIGOV5026	PARTS	03/27/2023	92.45	03/30/2023
102169	TRUCK COUNTRY OF WISCON	R207023165:01	DIAGNOSE	03/27/2023	3,204.67	03/30/2023
102169	TRUCK COUNTRY OF WISCON	X207056797:01	MISC PARTS	02/27/2023	129.85	03/03/2023
Total 10-53700-341 REPAIR PARTS:					16,839.47	
10-53700-342 TIRES						
413	POMP'S TIRE SERVICE, INC.	60298240	TIRES	02/27/2023	594.52	03/03/2023
4389	BOBCAT PLUS, INC.	IB21580	PARTS	03/27/2023	1,248.32	03/30/2023

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Total 10-53700-342 TIRES:					1,842.84	
10-53700-343 FUEL						
2179	EDWARD H. WOLF & SON'S INC	331164	FUEL	01/19/2023	1,115.22	03/10/2023
2179	EDWARD H. WOLF & SON'S INC	331172	FUEL	01/19/2023	1,159.82	03/10/2023
2179	EDWARD H. WOLF & SON'S INC	371144	FUEL	02/28/2023	1,409.13	03/03/2023
2179	EDWARD H. WOLF & SON'S INC	371152	FUEL	02/28/2023	1,554.90	03/03/2023
2179	EDWARD H. WOLF & SON'S INC	381268	FUEL	03/10/2023	1,482.10	03/13/2023
2179	EDWARD H. WOLF & SON'S INC	381277	FUEL	03/10/2023	1,102.91	03/13/2023
2179	EDWARD H. WOLF & SON'S INC	391443	FUEL	03/20/2023	1,616.04	03/23/2023
2179	EDWARD H. WOLF & SON'S INC	391453	FUEL	03/20/2023	1,772.09	03/23/2023
Total 10-53700-343 FUEL:					11,212.21	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	2/28/23	0702787382-00002	03/06/2023	1,523.40	03/10/2023
Total 10-53800-220 GAS UTILITIES:					1,523.40	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	2/28/23	0702787382-00002	03/06/2023	1,361.44	03/10/2023
Total 10-53800-221 ELECTRIC UTILITIES:					1,361.44	
10-53800-222 TELEPHONE UTILITIES						
5312	AT & T- VILLAGE	02/22/2023	414 351-8900 758 7	03/08/2023	55.57	03/10/2023
Total 10-53800-222 TELEPHONE UTILITIES:					55.57	
10-53800-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	11/01-02/02/2023	VH WATER AND SEWER	03/08/2023	812.53	03/10/2023
Total 10-53800-223 WATER/SEWER UTILITIES:					812.53	
10-53800-224 CELL PHONES						
57	JPMORGAN CHASE BANK NA	02/27/2023	DPW	03/10/2023	.99	03/10/2023
2136	VERIZON WIRELESS	9929064216	787000169-00001	03/22/2023	207.42	03/23/2023
Total 10-53800-224 CELL PHONES:					208.41	
10-53800-300 MISCELLANEOUS EXPENSE						
57	JPMORGAN CHASE BANK NA	02/27/2023	DPW	03/10/2023	11.94	03/10/2023
1074	MATHESON TRI-GAS, INC	52142538	ARGON	03/13/2023	44.15	03/17/2023
2241	ITU ABSORB TECH, INC	8079375	DPW	02/27/2023	28.25	03/03/2023
2241	ITU ABSORB TECH, INC	8087446	TOWELS/MATS	03/13/2023	219.04	03/17/2023
2241	ITU ABSORB TECH, INC	8095468	DPW	03/27/2023	27.73	03/30/2023
2241	ITU ABSORB TECH, INC	A000079509	DPW	03/13/2023	49.50	03/17/2023
Total 10-53800-300 MISCELLANEOUS EXPENSE:					380.61	
10-53800-333 SAFETY PROGRAM						
671	AIRGAS	9135174078	GLOVES	02/28/2023	91.86	03/03/2023
Total 10-53800-333 SAFETY PROGRAM:					91.86	
10-53900-322 TRAINING						
57	JPMORGAN CHASE BANK NA	02/27/2023	MISC	03/10/2023	167.40	03/10/2023

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Total 10-53900-322 TRAINING:					167.40	
10-54100-215 CONTRACT - HEALTH						
2091	NORTH SHORE HEALTH DEPT	23-0001277	2ND QUARTER	03/30/2023	12,520.50	03/30/2023
Total 10-54100-215 CONTRACT - HEALTH:					12,520.50	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	03.01.2023	LX CLUB FEES	03/10/2023	200.00	03/17/2023
890	FOX POINT BAYSIDE LX CLUB	12.20.2022	LX CLUB FEES	02/28/2023	900.00	03/03/2023
Total 10-55400-430 LX CLUB MATERIALS:					1,100.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	03/09/2023	0702787382-00011	03/14/2023	635.82	03/17/2023
Total 10-55440-220 GAS UTILITIES:					635.82	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	03/09/2023	0702787382-00010	03/14/2023	172.40	03/17/2023
Total 10-55440-221 ELECTRIC UTILITIES:					172.40	
10-55440-450 SKATE RINK MATERIALS						
186	FOX POINT, VILLAGE OF - W/U	11/01-02/02/2023	L, ICE RINK	03/08/2023	117.93	03/10/2023
186	FOX POINT, VILLAGE OF - W/U	11/01-02/02/2023	LONGACRE PAVILION	03/08/2023	996.69	03/10/2023
360	NASSCO INC.	6269136	PAPERSUPPLIES	03/17/2023	141.38	03/23/2023
502	VILLAGE HARDWARE - VH	227654/1	MISC	03/28/2023	23.98	03/30/2023
Total 10-55440-450 SKATE RINK MATERIALS:					1,279.98	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	145385	GENERAL SVCS	03/13/2023	261.00	03/17/2023
Total 21-53100-233 GIS MAINTENANCE:					261.00	
21-71000-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	I37064	PUMP	03/27/2023	1,635.00	03/30/2023
Total 21-71000-400 MATERIALS:					1,635.00	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	03/09/2023	0702787382-00004	03/14/2023	11.87	03/17/2023
Total 21-72000-220 GAS UTILITIES:					11.87	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	03/09/2023	0702787382-00007	03/14/2023	36.00	03/17/2023
536	WE-ENERGIES	03/09/2023	0702787382-00004	03/14/2023	223.38	03/17/2023
Total 21-72000-221 ELECTRIC UTILITIES:					259.38	
21-73000-228 HOUSEHOLD HAZARD WASTE						
290	MMSD	HI99000438	HOUSEHOLD	03/30/2023	10,422.00	03/30/2023
Total 21-73000-228 HOUSEHOLD HAZARD WASTE:					10,422.00	

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21-73000-310 SUPPLIES/EXPENSES						
1766	CONFLUENCE GRAPHICS	78069	WATERBILLS	03/07/2023	337.96	03/10/2023
2136	VERIZON WIRELESS	9929064216	787000169-00001	03/22/2023	37.50	03/23/2023
Total 21-73000-310 SUPPLIES/EXPENSES:					375.46	
21-73000-400 MATERIALS						
50	BADGER METER, INC.	80121684	HOSTING SERV UNIT	02/28/2023	76.00	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	SEWER	03/10/2023	30.00	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	SEWER	03/10/2023	17.02	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	SEWER	03/10/2023	5.99	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	SEWER	03/10/2023	166.33	03/10/2023
Total 21-73000-400 MATERIALS:					295.34	
21-91000-871 TELEVISIONING						
256	KAPUR & ASSOCIATES, INC.	118129	SANITARY STORM CCTV	03/29/2023	714.00	03/30/2023
Total 21-91000-871 TELEVISIONING:					714.00	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
256	KAPUR & ASSOCIATES, INC.	117792	SANITARY STORM CIPP	03/03/2023	1,190.00	03/10/2023
256	KAPUR & ASSOCIATES, INC.	117793	SANITARY	03/03/2023	2,380.00	03/10/2023
256	KAPUR & ASSOCIATES, INC.	117794	SANITARY	03/03/2023	480.00	03/10/2023
256	KAPUR & ASSOCIATES, INC.	117795	SANITARY	03/03/2023	498.00	03/10/2023
256	KAPUR & ASSOCIATES, INC.	118127	SANITARY	03/29/2023	6,545.00	03/30/2023
256	KAPUR & ASSOCIATES, INC.	118128	SANITARY	03/29/2023	1,666.00	03/30/2023
535	MUNICIPAL LAW & LITIGATION	9313	VLG ATTORNEY	03/13/2023	90.00	03/17/2023
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					12,849.00	
22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6853856-2275-6	MONTHLY CONTRACT	03/08/2023	22,676.16	03/10/2023
1299	WASTE MANAGEMENT OF WI-M	6853856-2275-6	CREDIT	03/08/2023	25,875.00-	03/10/2023
1299	WASTE MANAGEMENT OF WI-M	6862949-2275-8	MONTHLY CONTRACT	03/08/2023	22,676.16	03/10/2023
1299	WASTE MANAGEMENT OF WI-M	6862949-2275-8	CREDIT	03/08/2023	11,025.00-	03/10/2023
Total 22-53650-210 CONTRACT SERVICES:					8,452.32	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	03/10/2023	0702787382-00012	03/16/2023	24.65	03/17/2023
Total 23-55420-220 GAS UTILITIES:					24.65	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	03/10/2023	0702787382-00012	03/16/2023	150.65	03/17/2023
Total 23-55420-221 ELECTRIC UTILITIES:					150.65	
23-55420-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	11/01-02/02/2023	POOL WATER AND SEWER	03/08/2023	1,753.06	03/10/2023
Total 23-55420-223 WATER/SEWER UTILITIES:					1,753.06	
23-55420-400 MATERIALS						
1440	PARKITECTURE & PLANNING	1	POOL STUDY	03/08/2023	2,000.00	03/10/2023

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Total 23-55420-400 MATERIALS:					2,000.00	
23-91300-849 MAIN POOL CIRCULATING PUMP						
1323	HALOGEN SUPPLY COMPANY	00592994	POOL PARTS	03/17/2023	4,000.00	03/23/2023
Total 23-91300-849 MAIN POOL CIRCULATING PUMP:					4,000.00	
23-91300-850 MISC POOL REPAIRS						
1323	HALOGEN SUPPLY COMPANY	00592994	POOL PARTS	03/17/2023	719.54	03/23/2023
Total 23-91300-850 MISC POOL REPAIRS:					719.54	
24-44450 HEATING & HVAC PERMIT						
1457	INTERSTATE HEATING CO., INC	1.058350	REFUND	03/30/2023	750.51	03/30/2023
Total 24-44450 HEATING & HVAC PERMIT:					750.51	
24-52400-210 CONTRACT SERVICES						
2647	KWK ELECTRIC INC	22105	INSPECTION	03/06/2023	40.00	03/10/2023
Total 24-52400-210 CONTRACT SERVICES:					40.00	
24-52400-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	9313	VLG ATTORNEY	03/13/2023	135.00	03/17/2023
Total 24-52400-218 VILLAGE ATTORNEY:					135.00	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9929064216	787000169-00001	03/22/2023	35.00	03/23/2023
Total 24-52400-224 CELL PHONES:					35.00	
24-52400-321 PROFESSIONAL DUES/MEETINGS						
1423	WI DEPT. OF SAFETY & PROF S	2023-4year	ELECTRICAL INSPECTOR	03/14/2023	40.00	03/17/2023
Total 24-52400-321 PROFESSIONAL DUES/MEETINGS:					40.00	
24-52400-322 TRAINING						
57	JPMORGAN CHASE BANK NA	02/27/2023	INSPECTOR	03/10/2023	480.00	03/10/2023
Total 24-52400-322 TRAINING:					480.00	
25-53420-400 MATERIALS						
281	LINCOLN CONTRACTORS SUP	138001	MISC	03/28/2023	133.98	03/30/2023
Total 25-53420-400 MATERIALS:					133.98	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9929064216	787000169-00001	03/22/2023	30.00	03/23/2023
Total 25-53800-210 CONTRACT SERVICES:					30.00	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	145385	GENERAL SVCS	03/13/2023	1,053.38	03/17/2023
Total 25-53800-233 GIS MAINTENANCE:					1,053.38	

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25-55410-310 SUPPLIES/EXPENSES						
1766	CONFLUENCE GRAPHICS	78069	WATERBILLS	03/07/2023	337.96	03/10/2023
Total 25-55410-310 SUPPLIES/EXPENSES:					337.96	
25-91500-800 WPDES COMPLIANCE PROGRAM						
221	PROPET DISTRIBUTORS INC.	141842	DOG BAGS	03/24/2023	429.40	03/30/2023
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					429.40	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
535	MUNICIPAL LAW & LITIGATION	9313	VLG ATTORNEY	03/13/2023	650.00	03/17/2023
Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					650.00	
40-91100-816 SMALL EQUIPMENT PURCHASES						
57	JPMORGAN CHASE BANK NA	02/27/2023	POLICE	03/10/2023	1,049.98	03/10/2023
2913	EMERGENCY MEDICAL PRODU	2527997	MEDICAL SUPPLIES	02/28/2023	1,906.00	03/03/2023
Total 40-91100-816 SMALL EQUIPMENT PURCHASES:					2,955.98	
40-91200-819 SMALL EQUIPMENT						
57	JPMORGAN CHASE BANK NA	02/27/2023	POLICE	03/10/2023	1,411.56	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	POLICE	03/10/2023	163.22	03/10/2023
1444	SIG SAUER, INC	4896609	SIGHT	03/16/2023	4,029.41	03/17/2023
Total 40-91200-819 SMALL EQUIPMENT:					5,604.19	
40-91400-803 REPLACE BACKHOE/LOADER						
597	BROOKS TRACTOR INC.	C98964	2023 DEERE WHEEL LOADER	03/13/2023	178,995.00	03/17/2023
Total 40-91400-803 REPLACE BACKHOE/LOADER:					178,995.00	
40-91500-801 STREET RESURFACING						
256	KAPUR & ASSOCIATES, INC.	117796	LAKE DR	03/03/2023	119.00	03/10/2023
256	KAPUR & ASSOCIATES, INC.	118125	LAKE DR	03/29/2023	2,698.50	03/30/2023
535	MUNICIPAL LAW & LITIGATION	9313	VLG ATTORNEY	03/13/2023	65.00	03/17/2023
Total 40-91500-801 STREET RESURFACING:					2,882.50	
40-91500-825 PROJECT MANAGEMENT						
256	KAPUR & ASSOCIATES, INC.	117791	GENERAL PROF	03/03/2023	960.00	03/10/2023
Total 40-91500-825 PROJECT MANAGEMENT:					960.00	
40-91600-800 STORMWATER ROAD PROJECT						
256	KAPUR & ASSOCIATES, INC.	117797	STORMWATER IMPROV	03/03/2023	2,895.00	03/10/2023
256	KAPUR & ASSOCIATES, INC.	118124	STORMWATER IMPROV	03/29/2023	2,380.00	03/30/2023
Total 40-91600-800 STORMWATER ROAD PROJECT:					5,275.00	
40-91600-833 TREE REPLACEMENT						
1800	MENARD'S - GERMANTOWN	42189	MISC GENERAL	03/24/2023	163.43	03/30/2023
Total 40-91600-833 TREE REPLACEMENT:					163.43	
40-91700-801 NSFD CAPITAL EXPENSE						
54	NORTH SHORE FIRE DEPARTM	202314	CAPITAL	03/30/2023	5,552.00	03/30/2023

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54	NORTH SHORE FIRE DEPARTM	202321	CAPITAL RESOLUTION	03/30/2023	41,828.00	03/30/2023
Total 40-91700-801 NSFD CAPITAL EXPENSE:					47,380.00	
40-91700-802 NSFD EXPENSE 2010 AND BEYOND						
54	NORTH SHORE FIRE DEPARTM	202314	DEBT	03/30/2023	9,715.00	03/30/2023
Total 40-91700-802 NSFD EXPENSE 2010 AND BEYOND:					9,715.00	
50-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	145385	GENERAL SVCS	03/13/2023	1,967.62	03/17/2023
Total 50-53100-233 GIS MAINTENANCE:					1,967.62	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMM	83	MONTHLY	03/01/2023	26,588.43	03/03/2023
Total 50-81000-601 SOURCE OF WATER SUPPLY:					26,588.43	
50-81000-640 OPERATIONS LABOR WATER MAINS						
474	CORE & MAIN LP	S346497	HYMAX	02/10/2023	1,271.76	03/03/2023
474	CORE & MAIN LP	S354034	PARTS	02/13/2023	1,388.52	03/03/2023
2839	CITY WATER LLC	964	WATERMIN BREAK	03/07/2023	900.00	03/10/2023
2839	CITY WATER LLC	964	MONTHLY MANAGEMENT FEE	03/07/2023	6,200.00	03/10/2023
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					9,760.28	
50-81000-641 OPERATIONS SUPPLY AND EXPENSE						
57	JPMORGAN CHASE BANK NA	02/27/2023	WATER DEPT	03/10/2023	74.62	03/10/2023
Total 50-81000-641 OPERATIONS SUPPLY AND EXPENSE:					74.62	
50-81000-651 MAINTENANCE OF MAINS						
57	JPMORGAN CHASE BANK NA	02/27/2023	WATER DEPT	03/10/2023	24.29	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	WATER DEPT	03/10/2023	17.02	03/10/2023
458	SHERWIN INDUSTRIES, INC.	SC050002	FIBER BULK	03/08/2023	751.52	03/30/2023
474	CORE & MAIN LP	S177908	PARTS	02/10/2023	846.72	03/03/2023
474	CORE & MAIN LP	S362575	PARTS	02/15/2023	1,388.52	03/03/2023
474	CORE & MAIN LP	S438538	PARTS	03/01/2023	1,691.40	03/23/2023
474	CORE & MAIN LP	S473517	PARTS	03/08/2023	2,680.11	03/23/2023
502	VILLAGE HARDWARE - VH	227350/1	WATER DEPT	03/20/2023	31.64	03/23/2023
776	GRAINGER, INC.	9612339565	PART	02/27/2023	274.52	03/03/2023
918	E.H. WACHS COMPANY, INC.	INV214753	VALVE EXERCISER	03/14/2023	7,495.00	03/23/2023
1800	MENARD'S - GERMANTOWN	41272	POST	03/13/2023	45.09	03/17/2023
2000	DAVES WELDING	63095	PIPE	02/27/2023	189.86	03/03/2023
2241	ITU ABSORB TECH, INC	8079374	WATER DEPT	02/27/2023	8.74	03/03/2023
2241	ITU ABSORB TECH, INC	8087445	WATER	03/13/2023	46.53	03/17/2023
2241	ITU ABSORB TECH, INC	8095467	WATER DEPT	03/27/2023	8.60	03/30/2023
2995	AMERICAN MESSAGING	U1850150XB	PAGING SERVICE	02/28/2023	40.27	03/03/2023
5506	HANKE TERMINALS	146334A	STONE	02/27/2023	1,130.40	03/03/2023
5506	HANKE TERMINALS	146393A	BOND	02/27/2023	959.63	03/03/2023
5506	HANKE TERMINALS	147909A	STONE	03/20/2023	1,095.30	03/23/2023
101644	TAPCO	1747924	SIGN WATER DEPT	02/28/2023	866.20	03/10/2023
101806	USA BLUEBOOK	278919	TABLETS	02/23/2023	337.11	03/10/2023
Total 50-81000-651 MAINTENANCE OF MAINS:					19,928.47	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 14

Report dates: 03/01/2023-03/31/2023

Mar 31, 2023 11:01AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
50-81000-653 MAINTENANCE OF METERS						
101806	USA BLUEBOOK	261086	PARTS	02/07/2023	105.97	03/03/2023
Total 50-81000-653 MAINTENANCE OF METERS:					105.97	
50-81000-654 MAINTENANCE OF HYDRANTS						
57	JPMORGAN CHASE BANK NA	02/27/2023	WATER DEPT	03/10/2023	29.99	03/10/2023
Total 50-81000-654 MAINTENANCE OF HYDRANTS:					29.99	
50-81000-800 CAPITAL OUTLAY						
256	KAPUR & ASSOCIATES, INC.	118126	WATERMAIN	03/29/2023	1,171.00	03/30/2023
535	MUNICIPAL LAW & LITIGATION	9313	VLG ATTORNEY	03/13/2023	2,612.00	03/17/2023
983	MSA PROFESSIONAL SVCS, IN	R17951008.01	EASEMENTS	03/13/2023	3,550.00	03/17/2023
Total 50-81000-800 CAPITAL OUTLAY:					7,333.00	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	03/08/2023SCADA	SCADA	03/13/2023	1,015.96	03/17/2023
Total 50-81000-844 NSWC CAPITAL PROJECTS:					1,015.96	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80121684	HOSTING SERV UNIT	02/28/2023	76.00	03/10/2023
Total 50-81000-903 SUPPLIES AND EXPENSE:					76.00	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
57	JPMORGAN CHASE BANK NA	02/27/2023	WATER DEPT	03/10/2023	30.00	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	WATER DEPT	03/10/2023	5.99	03/10/2023
57	JPMORGAN CHASE BANK NA	02/27/2023	WATER DEPT	03/10/2023	166.33	03/10/2023
1766	CONFLUENCE GRAPHICS	78069	WATERBILLS	03/07/2023	337.95	03/10/2023
2136	VERIZON WIRELESS	9929064216	787000169-00001	03/22/2023	59.21	03/23/2023
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					599.48	
50-81000-930 MISC GENERAL EXPENSE						
2385	WISCONSIN RURAL WATER AS	05/10/2023	TROUBLESHOOTING	03/08/2023	220.00	03/10/2023
Total 50-81000-930 MISC GENERAL EXPENSE:					220.00	
70-12100 TAXES RECEIVABLES						
703	CAIN, JAYME	02/16/23	OVERPAYMENT TAXES	03/01/2023	86.34	03/03/2023
1438	THELEN, BENJAMIN	02/16/23	OVERPAYMENT TAXES	03/01/2023	1.75	03/03/2023
1439	PAAP, SHAWN M	02/16/23	OVERPAYMENT TAXES	03/01/2023	1.40	03/03/2023
Total 70-12100 TAXES RECEIVABLES:					89.49	
Grand Totals:					933,850.85	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 15

Report dates: 03/01/2023-03/31/2023

Mar 31, 2023 11:01AM

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

Village Manager: _____

Village Board: _____

Municipal LAW

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

DALE W. ARENZ – 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
BENJAMIN T. CROCKETT
GREGORY M. PROCOPIO
ADAM J. MEYERS

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

March 24, 2023

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

**Re: Mary Nohl House Cultural Overlay District Ordinance and Agreement
Revised Drafts**

Dear Mr. Botcher:

Following our discussions, I have had an opportunity to prepare revised drafts of the above-noted documents. I note that when we discussed the matter you indicated you would continue to think about some of the terms and would let me know if you have other changes to suggest, though I have received no additional comments in this regard at this time. I have had an opportunity to carefully consider this matter.

Enclosed please find a revised draft of the Ordinance and the Agreement. The documents are marked to show the changes that I have made. The changes in blue text are the same changes noted in the version provided with my letter of February 28, 2023, and the changes shown in red text are the latest changes made as a result of our discussion. I am also enclosing a clean version for your use.

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

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

Eric J. Larson

Eric J. Larson

EJL/em

Enclosure

cc: Douglas Frazer, Village President
Kelly Meyer, Village Clerk
Kevin Ausman, Assistant Village Manager
Attorney Deborah Tomczyk

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

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

ORDINANCE NO.

AN ORDINANCE TO ADD A CULTURAL OVERLAY DISTRICT ZONING
DESIGNATION TO OVERLAY THE EXISTING A-1 RESIDENCE DISTRICT
DESIGNATION OF PROPERTY LOCATED AT 7254 AND 7358 NORTH
BEACH DRIVE (a/k/a THE MARY NOHL HOUSE)

WHEREAS, a petition has been filed by Creation and Preservation Partners, Inc. ("Petitioner"), to add a cultural overlay designation to certain property located at 7254 and 7358 North Beach Drive in the Village of Fox Point, which includes the Mary Nohl House (hereinafter "Mary Nohl House"), as further described in Exhibits A-1 and A-2 attached hereto and incorporated herein by reference ("Subject Property"); and

WHEREAS, Petitioner is an affiliate of John Michael Kohler Arts Center, Inc ("JMKAC") and leases the Subject Property to JMKAC for JMKAC to use and operate the Subject Property for various purposes consistent with JMKAC's mission; and

WHEREAS, the Petitioner's stated intent in applying for the Cultural Overlay District designation are for the following purposes: (1) to preserve and protect the Mary Nohl House and a collection of her artwork, some of which is in the Mary Nohl House and some of which is located elsewhere on the Subject Property that includes paintings, sculptures, jewelry, drawings, and other assemblages (collectively the "Collection"); (2) for the exhibition, examination and study by smaller groups of invited scholars, collectors, historians, educators, and others; and (3) to encourage interested parties and larger groups to visit the Art Preserve of JMKAC located at 3636 Lower Falls Road in Sheboygan, Wisconsin which houses the vast majority of Mary Nohl's work; and

WHEREAS, the Petitioner has supplied all required data pursuant to Section 745-22 of the Village of Fox Point Village Code and the matter was properly referred to the Village Plan Commission for study and investigation; and

WHEREAS, the Village Board conducted a public hearing on the matter jointly with the Village Plan Commission on January 31, 2023 and February 6, 2023, with the hearing held open for receipt of written submittals until February 20, 2023 at 11:59 p.m., pursuant to Section 745-22(D) of the Village Code, upon due notice as required by Section 745-22(D)(2) of the Fox Point Village Code and Sections 61.35, 62.23(7)(d)(2) and 62.23(7)(de) of the Wisconsin Statutes; and

WHEREAS, an extensive record of written submissions and oral evidence was received in the matter, ~~with the written submissions being attached hereto and incorporated herein as Exhibit B;~~ and

WHEREAS, Section 745-22(E) of the Village Code identifies certain issues that must be considered and satisfied as a basis for approval, which includes all of the following:

- (1) That the proposed development is consistent with the spirit and intent of this chapter; is in conformity with the general character of the Village, and would not be contrary to the general welfare and economic prosperity of the Village or the immediate neighborhood.

- (2) That the project appears economically sound and that there are or adequate arrangements have been made to reasonably assure the continued maintenance of the development.
- (3) That the contemplated use will not:
 - a. Cause material depreciation in property values in the immediate neighborhood, nor
 - b. Materially adversely affect the use and enjoyment of property in the immediate neighborhood.
- (4) The setbacks will be maintained along any boundary street of the project area as required by the basic zoning district.
- (5) That no building will be permitted closer to the side or rear boundary line of the project area than required by the applicable side or rear yard requirements of the adjoining zoning district abutting along a side or rear property line of the project.
- (6) That no building shall exceed the height limitation of the basic zoning district.
- (7) That the project will not create traffic beyond the capacity of the street system to reasonably serve it, and that there will be adequate off-street parking based upon the need generated by the proposed project.
- (8) That the care and maintenance of the grounds and buildings comprising such project will be assured by the establishment of an appropriate management organization, or by the Village with the cost to be charged as a special assessment, and that the Village shall have the right to perform such maintenance work as it feels reasonably necessary to properly maintain the building and grounds, if this is not otherwise taken care of, and to levy the cost thereof as a special assessment. Any such special assessment shall be due and payable and collectible as all other special assessments, even though the property may be exempt from general real estate taxes, in whole or in part.

WHEREAS, a legal question has arisen in consideration of this matter, of whether the governing body acts in a legislative capacity or in a quasi-judicial capacity, which affects the standards to be applied in considering the matter, and the Village Board being duly advised determines as follows:

- (1) The petitioner's legal counsel Attorney Deborah Tomczyk contends that its petition for a cultural overlay designation seeks a special zoning permission and therefore seeks a "conditional use" as defined in State law, that must be considered in a quasi-judicial capacity and must be granted if the standards of the ordinance and applicable conditions are satisfied; and the legal representative of a group of Fox Point residents, Attorney John Wirth, disagrees, contending whether to grant the requested cultural overlay designation requires enactment of legislation, which is an entirely legislative matter; and

- (2) The recent Wisconsin Court of Appeals decision, *Miller v. Zoning Board of Appeals of Village of Lyndon Station*, 404 Wis.2d 539, (WI. Ct. App. 2022), concluded that rezonings of land are always legislative decisions because a rezoning involves amending the zoning ordinance, and an amendment to a zoning ordinance is legislation; and
- (3) The Wisconsin Supreme Court accepted the appeal of the Lyndon Station case on December 22, 2022, and the matter is now pending before the Wisconsin Supreme Court, so whether that bright line test announced by the Court of Appeals survives the appeal is uncertain at this time; and
- (4) Wisconsin Statutes Section 62.23(7)(de)1.a. defines a conditional use as “a use allowed under a conditional use permit, special exception, or other special zoning permission issued by a city, but does not include a variance;” and
- (5) Consideration of a conditional use permit as defined by the foregoing statute must be based upon substantial evidence received at a public hearing; and substantial evidence is defined as follows:

“Substantial evidence” means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion. (Section 62.23(7)(de)1.b. Stats.)

~~and~~ And the statute says the municipality “shall grant” the use if the standards and conditions are met as follows:

“If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the Village ordinance or those imposed by the Village zoning board, the Village shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence (Section 62.23(7)(de)2.a. Stats.); and

- (6) The Cultural Overlay District of the Village Code is unlike a basic zoning district, because it is superimposed over the existing zoning designation; in this case meaning the applicable property is currently zoned A-1 Residential, and that will not change regardless of whether the petition is granted; and the Cultural Overlay District ordinance includes numerous standards that must be met for the overlay district designation to be approved, so some fact-based analysis must take place in a quasi-judicial role to determine whether the standards are met before the use can be approved; and
- (7) Attorney Wirth has acknowledged the quasi-judicial role in this matter, saying that quasi-judicial consideration of the proposed use is step two, but it arises only after step one which is a legislative determination of whether to grant the Cultural Overlay District designation; however, the Village would not grant the designation in the abstract, but only in consideration of the particular property and proposed use, making the two steps contemplated by Attorney Wirth intertwined and inseparable; and

(8) In light of the foregoing the Village Board recognized the merits of the competing perspectives, but determined in its discretion that the best path forward is to ensure the intent of the ordinance is met based upon the evidence received, and therefore chose in its discretion to proceed as follows. This matter proceeded as a rezoning pursuant to Wisconsin Statutes Sections 61.35 and 62.23, by legislative consideration of an ordinance; but to inform this decision, the process followed a quasi-judicial discernment of whether the substantial evidence received at the public hearing satisfies all standards of the Village Code Section 745-22 (Cultural Overlay District). To best ensure the standards of the ordinance were properly considered, the Village Board analyzed the matter as a special zoning permission pursuant to Wisconsin Statutes Section 62.23(7)(de), ~~as reflected in the decision matrix attached hereto and incorporated herein as Exhibit C.~~ While the Village Board recognizes it may have legislative authority to do otherwise, the Village Board elects to follow the conclusions reached in weighing the evidence against the standards of the ordinance ~~as shown in Exhibit C.~~ By this process, the Board finds the legislative authority of the Village Board could be, and was in fact, exercised reasonably and appropriately based upon close consideration of the evidence received, ensuring preservation of the intent of the Village zoning code; and

WHEREAS, upon conclusion of the joint public hearing, the Plan Commission duly considered the application, and the information received at the public hearing, and in making its recommendation to the Village Board gave consideration to, and satisfied itself concerning all of the issues identified in Section 745-22(E) of the Village Code, finding upon substantial evidence that all such standards have been met; and

WHEREAS, upon careful consideration of the recommendation from the Plan Commission, the Village Board in making its determination, gave consideration to, and satisfied itself concerning all of the issues identified in Section 745-22(E) of the Village Code, finding upon substantial evidence that all such standards have been met~~as reflected in Exhibit C~~; and

WHEREAS, the Petitioner is the owner of the Subject Property, and has requested the cultural overlay designation for the Subject Property, and therefore this is not a "down zoning" ordinance per Section 66.10015(3) Wis. Stats.; and

WHEREAS, following the conclusion of the public hearing, Attorney Wirth submitted terms he said were agreed upon with the Petitioner ~~(attached hereto as Exhibit D)~~, and the Petitioner's counsel Attorney Tomczyk agreed generally while noting two unresolved issues between them; and such agreed terms were subsequently jointly submitted by Attorneys Wirth and Tomczyk as shown in the letter dated March 1, 2023 that accompanied their proposal, and such legal counsel seek the Village Board's approval of the agreed upon conditions if the Cultural Overlay District designation is approved; and

WHEREAS, the Village Board 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 Cultural Overlay District designation on the health, safety and welfare of the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved as well as the impact on the surrounding properties as to noise, dust, smoke and odor, and others, hereby determine that the standards of Section 745-22(E) of the Village Code have been met by substantial evidence, the Cultural Overlay District

designation will not violate the spirit or intent of the Zoning Code for the Village of Fox Point, will not be contrary to the public health, safety or general welfare of the Village of Fox Point, will not be hazardous, harmful, noxious, offensive and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood, and will be consistent with the Village of Fox Point Comprehensive Plan, as long as the operation is conducted pursuant to the following conditions and in strict compliance with the same.

NOW, THEREFORE, the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin, does hereby ordain as follows:

SECTION 1: The Subject Property is hereby conditionally granted a Cultural Overlay District designation onto the existing A-1 Residence District designation, and the Zoning Map of the Village of Fox Point is hereby conditionally amended to add the Cultural Overlay District designation onto the Subject Property to overlay the existing A-1 Residence District designation, if the conditions stated in Section 2 of this Ordinance are met.

SECTION 2: The above Cultural Overlay District designation and zoning map amendment is conditioned upon the following conditions, which must be met or this ordinance is null and void:

1. Presentation Compliance. The Subject Property must be used in substantial conformity with the plans and narrative presented with the Cultural Overlay District application (including, without limitation, the December 9, 2022 letter from Petitioner to the Village Board of Fox Point together with its enclosures), as amended by Petitioner as reflected in Exhibit ~~BD~~ (the Petition as amended being the "Proposal" as used herein), and in substantial conformity with the presentation at the public hearing of January 31, 2023 and February 6, 2023, including the comments made by the Village Board during the public hearings and in their meetings following the public hearings, subject to the revisions agreed upon in the Overlay Agreement described below.
2. Land Use. The Subject Property may be used, as described in the Proposal, as modified herein and in compliance with the Overlay Agreement described below..
3. Overlay Agreement. The Petitioner and JMKAC shall be required to enter into a separate agreement with the Village to ensure ~~there is~~ ongoing compliance with the Cultural Overlay District requirements and conditions imposed, the Village of Fox Point Zoning Code, and the assurances made in the Petitioner's Proposal in the form shown in attached Exhibit C, subject to such drafting modifications as are approved by the Village Manager in consultation with the Village Attorney. ~~– The Agreement shall require the Petitioner and/or JMKAC to make an annual payment in lieu of taxes [PILOT] in the event the Subject Property becomes tax-exempt in an amount to recover the taxes that otherwise would be owed if the property were not exempt, in a form approved by the Village. The Agreement shall incorporate the terms agreed upon between Attorney Tomczyk and Attorney Wirth, as described in attached Exhibit D, except as stated otherwise herein. The agreement shall incorporate the terms of this ordinance. This agreement shall be recorded with the Milwaukee County Register of Deeds and shall run with the land indefinitely.~~

4. Additional Building and Occupancy. An additional building of not more than 3,000 square feet may be developed in the future on the Subject Property and occupied from time to time by an artist-residence and/or caretaker in order to create and maintain a creative, inspirational, residential and secure environment on the Subject Property. Such building shall be subject to all applicable permitting and approval procedures of the Village Code and other applicable laws.
5. Subject Property. This Cultural Overlay Designation is dependent upon the two parcels that comprise the Subject Property being held and used together in common ownership. Such lots shall not be sold separately. The Overlay Agreement shall restrict the Subject Property accordingly.
6. Professional Fees. Petitioner shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this Cultural Overlay District Proposal, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this Cultural Overlay District ordinance and the Overlay Agreement due to a violation of these conditions.
7. Payment of Charges. Any unpaid bills owed to the Village by the Petitioner for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this Cultural Overlay District ordinance that is subject to all remedies available to the Village, including possible cause for termination of the Cultural Overlay District ordinance designation.

SECTION 3. The Village Engineer is hereby authorized and directed to note the Cultural Overlay District designation of the Subject Property on the Official Zoning Map of the Village of Fox Point upon satisfaction of all conditions in Section 2 of this ordinance.

SECTION 4. The Petitioner is hereby put on notice that the Village of Fox Point may rezone the lands or portions thereof subject to this ordinance to remove the Cultural Overlay District designation if the conditions of this ordinance are not fully complied with.

SECTION 5. SEVERABILITY.

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section of 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 6. EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its passage and publication and subject to the conditions stated in Section 2, and this ordinance is null and void and original

district zoning shall be in effect with no further notice if said conditions are not complied with on the terms and conditions stated herein.

Passed and adopted this _____ day of _____, 20__.

VILLAGE OF FOX POINT

Douglas H. Frazer, Village President

ATTEST:

Kelly Meyer, Village Clerk/Treasurer

Published and posted this _____ day of _____, 20__.

Dated this ____ day of _____, 20____.

CREATION AND PRESERVATION PARTNERS, INC.

EXHIBIT A-1

(Insert Legal Description)

Exhibit A-2

(Insert map)

EXHIBIT B

(Attach Cultural Overlay District application (including, without limitation, the December 9, 2022 letter from Petitioner to the Village Board of Fox Point together with its enclosures), as amended by Petitioner) ~~(Attach Record of Written Submissions)~~

EXHIBIT C

~~(Attach Decision Matrix from Village Board)~~

(Attach Agreement and Deed Restrictions)

Document Number	AGREEMENT AND DEED RESTRICTION (Mary Nohl House)	
Name and Return Address		
Village of Fox Point Attn: Village Clerk 7200 N. Santa Monica Blvd. Fox Point, WI 53217		
0959968000 and 0959966000		
Parcel Identification Number (PIN)		Recording Area

THIS AGREEMENT AND DEED RESTRICTION (“Agreement”) is made as of _____, 2023 between the VILLAGE OF FOX POINT, a Wisconsin municipal corporation (the “Village”), and CREATION AND PRESERVATION PARTNERS, INC., a Wisconsin non-stock corporation (“Owner”).

RECITALS

A. Owner owns the real property commonly known as 7254 and 7328 North Beach Drive, Fox Point (the “Property”). The legal description for the Property is set forth on the attached Exhibit A.

B. Pursuant to Village Ordinance _____, Owner has applied for, and the Village Board of Trustees (the “Village Board”) has granted, Owner’s application (a) to rezone the Property to Cultural Overlay District, as described in Section 745-22 of the Village’s Code of Ordinances (the “Code”); and (b) to conditionally approve use of the Property as a museum, as described in Section 745-22A(2)(b) of the Code, subject to the terms and conditions of this Agreement.

C. Owner and the Village enter into this Agreement pursuant to Section 745-22G of the Code.

D. The Village has received substantial assistance in its consideration of the competing interests, from the substantial participation of interested parties. The original terms of this Agreement were proposed by the Owner and a collection of interested neighbors as reflected in a letter dated March 1, 2023 signed jointly by their legal counsel, which letter is attached hereto as Exhibit E; although such terms have been modified in some respects herein as negotiated between the Owner and the Village.

D-E. This Agreement takes into account both (1) the residential character of the neighborhood surrounding the Property and (2) Owner’s intent to preserve and protect the house

on the property at 7328 North Beach Road (the “Mary Nohl House”) and the art displayed on the Property (the “Collection”) and to use the Property for the low impact uses described in this Agreement.

AGREEMENTS

In consideration of the foregoing, Owner and the Village agree:

1. Residential Uses. As used in this Section, a “Primary Resident” means an artist-in-residence or caretaker of the Mary Nohl House and/or Collection. No more than two Primary Residents, or one Primary Resident and his or her family (in either instance, the “Residents”), may reside at the Property at any time. Residents may use the Property for all residential purposes allowed under the Code and applicable law, and pursuant to any additional rules and regulations promulgated by Owner. Personal guests of the Residents (other than family members and overnight guests) shall be subject to the numeric limitations for General Visitors, as described below, but not the time limits. Notwithstanding the foregoing, the Village acknowledges that there may be periods when no Residents reside at the Property.

2. Not Open to Public. Subject to the terms of this Agreement, at no time shall the Mary Nohl House or the Property be open to the public.

3. Larger Groups Directed to the Art Preserve. The Property’s primary purpose is to preserve and protect the Mary Nohl House and the Collection now and into the future. Excessive traffic and visits to the Property would frustrate this purpose and threaten the Mary Nohl House, the Collection, and the Property’s “artist-built environment.” Accordingly, Owner and John Michael Kohler Arts Center, Inc. (“JMKAC”) have determined that larger groups interested in Mary Nohl’s art will be encouraged to visit JMKAC’s Art Preserve in Sheboygan, Wisconsin; therefore, the use of the Property is strictly limited as described in this Agreement.

4. Invited Visitors. Visitors to the Property shall be limited as follows:

(a) General Visitors. Owner may allow the following people at the Property (each being a “General Visitor”): art scholars, teachers, students, admirers, supporters, donors and personnel working on the Mary Nohl House and/or the Collection including, but not limited to college professors, graduate and undergraduate students, school children, curators, artists, writers, museum personnel, collectors, donors and others with affiliation and/or interest. No more than ten (10) General Visitors may be at the Property at any time, and no more than 20 General Visitors shall be allowed at the Property on any day.

(b) Village Residents. At all times when the Property is open for General Visitors, but subject to the prior scheduling of any other visits described in this Agreement, ten (10) advance reservations per week will be held for residents of the Village and their guests. Any Village resident may use up to four (4) available reservations in any one week (not more than 20 available reservations in any one year) by sending an email to [REDACTED] written

[notice to Owner](#) at least 30 days in advance. Any advance reservations not timely requested by Village residents may be used by other General Visitors consistent with this Agreement.

(c) School Groups. Owner may allow groups of students (each being a “School Group”) from local primary, intermediate and secondary schools to visit the Mary Nohl House and view the Collection provided that no more than two School Group visits may occur per month. Visits by School Groups shall be free of charge. A School Group, including students, teachers and chaperones, shall not exceed 30 people, provided that School Groups from primary or intermediate age students shall be limited to not more than 20 people before the Auxiliary Building is built.

(d) Business Meetings. Owner may hold or allow up to one meeting per month at the Property of up to 30 people (each a “Business Meeting”) for the boards of directors, staff and/or employees of Owner and/or JMKAC, provided that up to a single vehicle (not to exceed a 12-person vehicle) of paid personnel may meet more regularly at the Property, subject to the time limits for General Visitors set forth in (h) below, and such meetings of paid personnel shall not constitute a “Business Meeting.”

(e) Special Events. Subject to the Village’s approval as described, Owner and/or JMKAC may hold up to two special events (each a “Special Event”) at the Property each calendar year. No Special Event shall exceed 60 people (including catering staff and other service providers who remain on site during the Special Event). Special Events may include, without limitation, fundraisers to secure funding needed to maintain and care for the Property and the Collection, educational symposiums to examine the Collection and other works of art created by Mary Nohl, community events to engage with invited visitors in constructive, positive ways, or for any other purposes consistent with the goals and purposes of Owner and/or JMKAC for the Mary Nohl House and the Collection. Special Events shall not include weddings, corporate events or similar for-profit events; ~~except the prohibition against corporate events does not apply to owner and JMKAC for their uses described in this Section 4. for individuals unrelated to Owner or JMKAC.~~ At least 30 days before Owner desires approval of a Special Event, Owner or its designee shall deliver to the Village [Manager or designee](#) a Special Event proposal (an “Event Proposal”) in the form attached as Exhibit B. The Village [Manager](#) shall [promptly](#) review and in ~~its~~[his/her](#) reasonable discretion [determine whether the Proposal sufficiently demonstrates and ensures compliance with the terms of this Agreement, and](#) approve or deny such Event Proposal ~~accordingly within 10 days following receipt of the Event Proposal.~~

(f) Exceptions. The following visitors shall not be subject to the numeric limits described in this Agreement: (i) building contractors, subcontractors and materials suppliers in connection with any construction, repair and replacement of improvements allowed pursuant to this Agreement; (ii) plumbers, electricians and similar tradespeople visiting the Property to work on building systems, utilities, structural issues, and other repairs and replacements; (iii) delivery people while delivering packages to the Property; (iv) mail and courier delivery people while delivering to the Property; (v) police, fire, ambulance and other safety personnel; and (vi) building inspectors.

(g) Frequency; No Simultaneous Uses.

(i) General Visitors shall not be present at the time of any School Group visit, Business Meeting or Special Event.

(ii) Only one School Group visit, Business Meeting or Special Event shall occur on any day.

(iii) At least four days per week, no General Visitors, School Groups, Business Meeting participants and Special Event participants shall be on the Property.

(h) Hours. Hours during which the Property may be used by General Visitors, School Groups, Business Meeting participants and Special Event participants on the three days per week on which they are allowed shall be limited to the following hours:

Day	General Visitors	Business Meetings & School Groups	Special Events
Monday	9:00 am – 9:00 pm	9:00 am – 7:00 pm	9:00 am – 9:00 pm
Tuesday	9:00 am – 9:00 pm	9:00 am – 7:00 pm	9:00 am – 9:00 pm
Wednesday	9:00 am – 9:00 pm	9:00 am – 7:00 pm	9:00 am – 9:00 pm
Thursday	9:00 am – 9:00 pm	9:00 am – 7:00 pm	9:00 am – 9:00 pm
Friday	9:00 am – 10:00 pm	9:00 am – 7:00 pm	9:00 am – 11:00 pm
Saturday	until 10:00 pm	until 7:00 pm	until 11:00 pm
Sunday	until 9:00 pm	until 7:00 pm	until 9:00 pm

In addition to the foregoing, no General Visitors, School Groups, Business Meeting participants or Special Event participants shall arrive at or depart from the Property during the hours of 4:00-6:00 p.m. on weekdays.

5. Parking and Driveway Restrictions. To comply with the Code and to avoid, to the extent possible, managing the number of vehicles present in the vicinity of the Property, visitor parking shall be limited to the parking pad area on the Property depicted on the attached Exhibit C. Notwithstanding the foregoing, the new driveway described in Section 7(b), including its shoulders, may be used for parking during Special Events. No street parking shall be allowed and, despite the Village's Code that allows requests for street parking for special events, Owner shall not request street parking on Beach Drive or Beach Court. Owner shall be responsible for ensuring that its employees, visitors and guests do not park on Beach Drive or Beach Court. To the extent that additional parking is required by visitors to the Property, shuttle services will be used to transport visitors to and from the Property. No buses (which accommodate 20 or more passengers at any one time) shall be allowed on the Property. All shuttles and allowed smaller buses, when not in use, shall park in the designated parking area on the Property or legally offsite.

6. Noise Restrictions. In addition to any applicable provisions of the Code adopted from time-to-time, noise, music and sound amplifying devices used on the Property (e.g.,

microphones) shall at all times be kept at conversational levels and shall not be audible at the external property lines of the Property after 10:00 p.m. on Friday or Saturday or 8:00 p.m. on any other day.

7. Required Improvements and Landscaping. Subject to paragraph (g), on or before September 1, 2026:

(a) Owner shall close the existing driveway to the Mary Nohl House for all but vehicles servicing the Mary Nohl House and/or the Collection.

(b) If regulatory approval is granted as noted in paragraph (g), Owner shall construct a gated driveway and parking on the Property as shown on the attached Exhibit C. As set forth on Exhibit C, Owner has moved the new Beach Drive driveway as far east as reasonably possible without damaging the Collection in any way and has angled such driveway northeasterly as it reaches Beach Drive. Such driveway is designed to keep headlights from shining into the home on the property located at 7320 North Beach Drive ("7320 NBD"). The west edge of the driveway will be as far as possible from the east edge of the driveway at 7320 NBD without damaging the Collection, an existing fountain and buried pets and their headstones (estimated to be 78 feet but subject to confirmation by a licensed surveyor). If after construction the Village determines that headlights shine into the windows of the home at 7320 NBD, the Village may require Owner to install additional landscaping on the Property and/or on 7320 NBD to shield that home from the lights. The owner of 7320 NBD may decline to allow any additional landscaping on such owner's property if such owner does not like the location or type of landscaping required by the Village. The new driveway shall not exceed 14 feet in width. To avoid traffic back-ups, subject to paragraph (g), gates shall be constructed in a manner that allows stacking of at least two vehicles on the Property and so that gates will automatically open without a person in a vehicle having to exit the vehicle. Owner shall ensure that allowed visitors are able to access the Property without backing up traffic onto Beach Drive. The gates, if approved, shall be kept in good condition and repair and shall be replaced from time to time as necessary.

(c) The parking area shown on Exhibit C shall be screened with vegetation so that, at maturity of such vegetation, the parking area is not visible from any public street. Any trees planted shall have an initial caliper of no less than two inches at a height of three-and-one-half feet and a height of at least seven feet. Such vegetation shall be maintained and replaced as necessary to maintain such screening.

(d) Owner shall plant additional vegetation along Beach Drive to further screen the Mary Nohl House from public view but not endangering the Collection in any way and except as recommended by Village Police. Any trees planted shall have an initial caliper of no less than two inches at a height of three-and-one-half feet and a height of at least seven feet. Such vegetation shall be maintained and replaced as necessary to maintain such screening.

(e) If regulatory approval is granted as noted in paragraph (g), the existing chain link perimeter fencing shall be replaced with a more decorative fence, the location and aesthetics of which shall be subject to approval of the Building Board~~Village~~, but which location

and height may be the same as the existing fencing (or as otherwise approved by the Building Board Village) subject to the stacking requirements of this Agreement at driveway entrances. Such fence shall be kept in good condition and repair and shall be replaced from time to time as necessary.

(f) If regulatory approval is granted as noted in paragraph (g), aA motion activated light, and camera directed at the Beach Drive turnaround will be installed and maintained by Owner in working order.

(g) Each of the foregoing subsections of this Section 7 of the Agreement shall be subject to all necessary zoning approvals and any required building permits. The Applicant shall timely apply for such permits and approvals. The Village Board cannot and does not provide assurance that such permits and approvals will be granted, each of which must be duly considered upon receipt of a proper application in the manner provided by law. No School Group visits or Special Events that would exceed the number of General Visitors allowed on the Property shall be held at the Property until ~~these~~ the improvements described in this Section 7 for which regulatory approvals are granted (and not denied) are completed.

8. No Signage. No signs shall be installed on the Property except as approved by the Village staff for safety or security purposes or to implement the terms of this Agreement. Despite the Village Code that allows requests for signage, Owner shall not request approval of any advertising, property name or similar signs.

9. Portable Toilets. Portable toilets shall not be used on the Property except by contractors for the limited duration of construction or any major conservation activity and then shall be screened from roadways and adjacent properties.

10. Laws. Owner shall comply with all federal, state, county and local rules, codes, ordinances and regulations in the construction, operation and maintenance of the Property.

11. Building and Fire Inspection. Owner is required to keep the Property in compliance with all applicable federal, state and local laws, statutes, codes, ordinances, policies and guidelines as determined by the Building Inspector of the Village and Fire Inspectors of the North Shore Fire Department and, upon reasonable notice, to grant the Village's Building Inspector and the Fire Inspectors of the North Shore Fire Department access to the Property for the purpose of inspection.

12. Aesthetics and Maintenance. Owner is required to properly maintain the Property at all times and in full compliance with the Code and to seek all approvals required under the Code.

13. Other Future Improvements.

(a) The footprint of the Mary Nohl House is to be maintained as it is, with limited improvements and structural changes to the building.

(b) Owner has indicated that it might want to develop an additional building of not more than 3,000 square feet (the "Auxiliary Building") in the future on the Property that may include one or two dwelling units that may be used primarily as the residences and workspaces of the Residents. The Auxiliary Building shall not increase the levels of visitors but, instead, shall help ensure the preservation of the Mary Nohl House and the Collection. An Auxiliary Building generally consistent with the floor plan attached hereto as Exhibit D (not more than 3,000 square feet in area and consisting of two bedrooms, two bathrooms, a living room, kitchen and a studio/work space with kitchenette) may be constructed on the Property subject to Building Board approval as to location and aesthetics. If the Auxiliary Building when proposed will exceed 3,000 square feet in size or have a materially different floor plan, the Auxiliary Building shall constitute a material amendment or change as described in Section 745-22H of the Code. No School Group visits that would exceed the number of General Visitors allowed on the Property shall be held at the Property until the Auxiliary Building is completed. Similarly, no Special Event that exceeds 20 people on site at any one time shall be held at the Property until the Auxiliary Building is completed.

(c) A small storage shed, not to exceed 15 feet by 15 feet, may be constructed on the Property subject to Building Board Village approval ~~as to location and aesthetics~~. Any such storage shed shall contain architectural details consistent with, and shall be harmonious with, the Mary Nohl House.

(d) Any other structures on the Property are not approved by this Agreement and would constitute a material amendment or change as described in Section 745-22H of the Code.

14. PILOT Payment. As of the date of this Agreement, the Property is not tax exempt, but the Property ~~is~~ may be eligible for property tax exemption. As a condition of rezoning, Owner has offered to pay to the Village a payment in lieu of taxes. This offer was material to the Village's approval of the rezoning. As such, the following terms and conditions shall apply:

(a) Services.

(i) Services Typically Covered by Property Tax. The Village agrees to continue to furnish governmental services and benefits to the Property of the same type, and to the extent, as are furnished from time to time, without cost or charge (except by means of property tax and authorized fees and charges), to other similarly situated projects in the Village. Nothing in this Agreement shall be construed to give Owner or its successors and assigns a contractual right to specific governmental services, or to impose upon the Village any additional duties, it being the parties' intent that the Village provide public services to the Property subject to the same terms and conditions as apply to properties owned by citizens or the public generally. Moreover, Owner intends to have people live on site, making the use of schools and the technical college possible. Such services and benefits include but are not limited by specific enumeration in this Section, those typically covered by the property tax such as fire and police protection, and on public streets, snow removal, and street lighting, and use of the schools and technical college. The Village shall not have breached its obligations under this Agreement if it is prevented from providing benefits

and/or services to the Property because of force majeure (e.g. war, flood, fire, labor dispute, supply shortage, act of God, natural disaster, disease, a pandemic, etc.), budgetary constraints, changes in services typically provided in the Village or other taxing authorities or because any person or entity shall assert a right which prevents delivery of such benefits and/or services.

(ii) Special Assessments; Special Charges and Fees. Notwithstanding paragraph (a)(i), or any future property tax exempt status of the Property, Owner understands that the Property will be subject to applicable special assessments, special charges, and special taxes as defined in Section 74.01 of the Wisconsin Statutes (and as also referred to in Wisconsin Statutes Chapter 66) and fees charged by the Village in the same manner that such special assessments, special charges, special taxes, and fees are charged for similar services and/or undertakings to residential development and property within the Village. This provision shall not affect the Village's powers, consistent with the law, to determine the services and benefits (other than those typically covered by the property tax) that shall be provided to the Property and/or similarly situated properties pursuant to this paragraph (a)(ii). Nothing contained in this paragraph shall preclude Owner or its successors and assigns from appealing, as provided by law, the imposition of such special assessments, special charges, special taxes, or fees by the Village.

(b) PILOT Payments.

(i) Calculations. The parties have determined that the Property will be receiving benefits equal to the amount that would be levied as the annual general property tax upon the real and personal property were it not exempt from taxation. In recognition of those services and benefits covered by paragraph (a)(i) of this Section, beginning in the year the Property or any portion of the Property becomes exempt from property tax, and so long as the Property or any portion of the Property continues to be exempt, in whole or in part, under Section 70.11 of the Wisconsin Statutes ("Section 70.11"), or other statutory provision, Owner or its successors and assigns shall pay the Village an annual partial PILOT Payment for the Property or the portion of the Property which is exempt for each calendar year; provided, however, that the foregoing shall not apply with respect to any portion of the Property that becomes exempt by virtue of a conveyance to the Village. The method to be used in determining the PILOT shall be the Value for that tax year times the Village and School District Tax Rates only for the tax year. "Value" means the Village's Assessor's determination of the fair market value of the tax-exempt portion(s) of the Property on January 1 of each tax year. "School District" means the public school district(s) that the Property lies within, which at the time of entering this Agreement means both the Fox Point-Bayside School District and the Nicolet Union High School School District. "Village and School District Tax Rate" means the net rate for the share of taxes due only to the Village and the Fox Point/Bayside/Nicolet School District(s) and not the rate for any other taxing bodies reflected on the Village's tax bills from time to time specifically excluding the rate imposed by Milwaukee County, MATC or MMSD.

(ii) Payment Due Date. PILOT Payments for the year in which the Property or a portion thereof becomes exempt and subsequent years shall be due and payable for the Village portion to the Village, and for the School District, to the applicable School Districts: (4) in full on or before January 31 of the year following the calendar year for which the PILOT

~~Payment was calculated; or (2) if Owner or its successor(s) or assign(s) elects to pay in installments, according to the following schedule: one-tenth of the PILOT Payment by the last day of each month for the first 10 months in the year following the calendar year for which the particular PILOT Payment was calculated. Owner or its successor(s) or assign(s) shall be deemed to have elected to pay the PILOT Payment in installments by making the first full installment payment on or before January 31 in the respective year in which the PILOT Payment is due.~~

(iii) Use. The Village ~~and the School District(s) and other taxing authorities~~ may use and expend PILOT Payments under this Agreement in such manner and for such purposes as the Village desires, provided that such funds shall not be used to pay for a "covered service" as defined in Wisconsin Statutes Section 66.0602(2m)(b)1.

(iv) Mandatory Payment for Services to Offset PILOT Payment. Notwithstanding anything herein to the contrary, if the State of Wisconsin enacts a mandatory payment for municipal services to be paid by owners of property exempt from general property tax or similarly situated owners of exempt property, PILOT Payments shall be reduced dollar for dollar by any such mandatory payment paid by Owner or its successors or assigns to the Village. This reduction shall not apply to special assessments or special charges.

(c) Exempt Status. Nothing in this Agreement shall be construed as granting tax-exempt status to Owner or the Property. If Owner qualifies for tax-exempt status under Wisconsin law, it is Owner's obligation to apply for tax-exempt status. At such time that Owner is granted tax exempt status pursuant to Section 70.11, or other statutory provision, Owner shall then make PILOT Payments pursuant to this Agreement. No PILOT Payment under this Agreement is due from Owner until such time that all or any part of the Property is deemed to be exempt from payment of property taxes pursuant to Section 70.11, or other statutory provision. The Village Assessor's Office may review the Property's exempt status under Section 70.11, or other applicable statutory provision, from time to time with the respective January 1 dates being the reference dates for those exemption reviews. If the Village, as a result of those reviews or otherwise, determines that all or any portion of the Property no longer qualifies (or does not qualify) for exemption from property tax: (1) the Village will provide notice of such determination to Owner or its successor(s) or assign(s); (2) this Agreement shall be suspended with respect to any years and, if applicable, with respect to any portions of the Property for which exemption no longer applies; (3) if PILOT Payments have been erroneously made for such tax years, Village shall promptly refund such PILOT Payments, or, at the option of the Village, offset such PILOT Payments against any property taxes due, or to become due, from Owner or its successor(s) or assign(s), in which case the Village will treat such offset as having been made under protest; and (4) the Property, or any portion of the Property which does not qualify for exemption, shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply. If Owner or its successor(s) or assign(s) disagree with the Village's determination that the Property or any part of the Property no longer qualifies for tax exemption, Owner or its successor(s) or assign(s) may challenge such determination by following the procedure set forth in Section 74.35 of the Wisconsin Statutes or as otherwise provided by law. Notwithstanding any contrary provision of this Agreement, Owner acknowledges that it is or may be bound by the reporting requirement, in the Section 70.11 preamble, and that under Wis. Section

70.109 of the Wisconsin Statutes: exemptions are strictly construed; it is presumed that property is taxable; and the burden is on the person claiming exemption. Owner, on its behalf and that of its successors and assigns, also acknowledges that if it leases, or otherwise allows another person to use and/or occupy all or a portion of the Property, such use may affect the Property's exempt status. See, e.g., the preamble of Section 70.11, Wis. Stat. § 70.1105, and *Deutsches Land, Inc. v. Village of Glendale*, 225 Wis. 2d 70, 591 N.W.2d 583 (1999). For example, if Owner is exempt but only uses and occupies 90% of the Property for exempt purposes and leases the other 10% of the Property to a for-profit, nonexempt entity, and if the assessor applies a square footage, taxed in part analysis, the Property is to be taxed on a 10% basis and exempt on a 90% basis and the PILOT Payment would be paid on the 90% portion. The foregoing example is only to illustrate the calculation, it is not to suggest such a lease is permitted, and in fact no such lease is authorized by this Agreement.

(d) Successors and Assigns. The terms and conditions of this Section shall inure to the benefit of and bind Owner, the Village and their respective successors and assigns. Owner shall not assign this Agreement, or any part of this Agreement, without the written approval of the Village, as described in Section 18(b).

~~(e) — Term. This PILOT Agreement shall remain in effect in perpetuity absent the occurrence of any of the following potential termination condition(s) event(s). This Agreement PILOT obligation shall terminate effective on the December 31 of the year immediately prior to the year during which the Village Assessor concludes that as of or prior to the determination date any of the following events has occurred: (i) enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of property exempt from the general property tax or similarly situated owners of exempt property; and/or (ii) repeal by the State of Wisconsin of the property tax exemption for the Property and other similarly situated property.~~

15. Amendments. Compliance with this Agreement is required at all times. Except as provided below, no amendment to this Agreement shall be effective unless a written agreement is signed by both Owner and the Village. ~~A request by Owner for an amendment shall first be submitted for approval to the Plan Commission, and if in the Commission's opinion such change or addition is not substantial, it may recommend approval to the Village Board; however, changes to Section 4 of this Agreement shall be deemed substantial. If an amendment is determined to be substantial, or if the Village Board determines in its discretion that a public hearing is advisable, a public hearing shall be held prior to affirmative action by the Village Board on such recommendation.~~

16. Enforcement; Change in Circumstances.

(a) Certificate of Compliance. On or before the last day of February of each year, so long as this Agreement is in effect, Owner, by one of its duly authorized officers or representatives, shall file with the Village a certificate, in such form as shall be reasonably satisfactory to the Village, certifying that such representative has reviewed the provisions of this Agreement and that all obligations and duties of the Owner imposed by this Agreement are then

being performed and complied with, or, if not, specifying any items of noncompliance and proposed remedies, and timeline for remedies, subject to approval of the Village.

(b) Inspections. The Village, by its duly authorized representatives, shall have the right with prior notice to enter upon and inspect the Property at reasonable times for the purpose of assuring continued compliance of Owner of the Property with this Agreement and for the purpose of determining compliance with applicable public health, safety and building code ordinances, rules and requirements. The presence of one or more such representatives on the Property for this purpose shall not be counted toward the daily limits on the number of people visiting the Property as set forth above.

(c) Remedies. In addition to other enforcement powers allowed under the Code and applicable law, including the right to assess fines and forfeitures and to seek injunctive relief, the Village shall have the following rights and remedies:

(i) The Village Board, after public hearing, may modify the permissible uses described in this Agreement under the following circumstances:

- [1] If Owner's use does not conform with the conditions of this Agreement or the ~~conditional-use permit~~Cultural Overlay District conditions; or
- [2] If there is a substantial change in the nature, character, extent or intensity of the use of the Property which causes the uses approved in this Agreement to be a substantial change under Section 745-22H of the Code.

(ii) If Owner breaches this Agreement, the Village Board may provide written notice outlining the breach in detail. If the breach is not remedied within 60 days (or such longer time as may reasonably be required), the Village Board may hold a public hearing to determine whether a material breach exists and whether a remedy is reasonable. If the Village Board finds that a material breach exists and cannot reasonably be remedied, or if the Village Board determines that the breach was willful or that there has been a pattern of breaches, the Village Board may terminate the ~~conditional-use permit~~Cultural Overlay District designation and the rights described in this Agreement.

(d) Discontinuance of Use of the Property as a Museum. Nothing in this Agreement shall be deemed to require the continued operation of the Property for the preservation purposes described in Section 3 of this Agreement provided, however, that if the preservation use ceases as a museum; provided, however, that if the museum ceases operating as a museum for 60 days or more, or upon the substantial destruction of the Mary Nohl House and/or the Collection such that the Property is no longer reasonably deemed an "artist-built environment," this Agreement may be terminated by Owner upon 30 days' written notice to the Village or by the Village Board after public hearing.

17. Other Properties. Owner has represented to the Village that it will not in the future apply to rezone or ~~for~~ seek a conditional use grant for any adjacent or surrounding properties. This representation was a material inducement to the Village to enter into this Agreement. Also, the two parcels that comprise the Property are inextricably tied to the proposed use, and therefore both parcels must be owned together, and cannot be sold separately, for the term of this Agreement; provided that this does not prevent the Owner from seeking to combine the parcels by CSM, which may be permitted pursuant to ordinary land combination procedures.

18. Miscellaneous Provisions.

(a) No promise, inducement or agreement not expressed in this Agreement regarding the use of the Property has been made by the Village to Owner or by the Owner to the Village except as described in this Agreement and the ordinance amending the zoning creating the Cultural Overlay District designation for the Property. ~~and the conditional use permit.~~ This Agreement contains the entire agreement between the parties regarding such use. All prior discussions, oral or written, are merged into this Agreement.

(b) This Agreement binds and inures to the benefit of Owner, the Village and their respective assigns, legal representatives, and successors in interest. This Agreement runs with the land and any subsequent owner of the Property shall be deemed the Owner. Notwithstanding the foregoing, Owner may not transfer its rights and obligations under this Agreement without the prior written consent of the Village. Such written consent shall be ~~approved~~ considered by the Village Board only after a public hearing.

(c) This Agreement has been, and shall be, construed to have been drafted by both the Village and Owner so that the rule of construing ambiguities against the drafter shall have no force and effect.

(d) If any material provision of this Agreement is held to be invalid by any court, the entirety of the Cultural Overlay District designation ~~conditional use grant~~ and this Agreement shall be null and void.

(e) This Agreement shall in all respects be interpreted, enforced and governed under the internal laws of the State of Wisconsin. All disputes under this Agreement shall be filed with and heard by the Circuit Court for Milwaukee County, Wisconsin.

[SIGNATURE PAGES ATTACHED]

VILLAGE OF FOX POINT
SIGNATURE PAGE TO
AGREEMENT AND DEED RESTRICTION

VILLAGE OF FOX POINT

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____, 2023,
by _____ and _____,
as _____ and _____,
respectively, of Village of Fox Point.

Name: _____
Notary Public, State of Wisconsin
My commission _____

AGREEMENT AND DEED RESTRICTION

CREATION AND PRESERVATION
PARTNERS, INC.

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____, 2023,
by _____ and _____,
as _____ and _____,
respectively, of Creation and Preservation Partners, Inc.

Name: _____
 Notary Public, State of Wisconsin
 My commission _____

Drafted by:

Attachments:

Exhibit A – Legal Description of Property

Exhibit B – Event Proposal

Exhibit C – Site Plan

Exhibit D – Floor Plan

EXHIBIT A
Legal Description of the Property

All that part of the Southeast 1/4 of Section 16, Town 8 North, Range 22 East, Village of Fox Point, County of Milwaukee, State of Wisconsin, described as follows:

Commencing at a point which is 1559.89 feet South 0° 42' West of and 577.55 feet South 89° 57' East of the center of said Section 16 said point being the point of intersection of the centerline of the Northerly and Southerly course of the public highway with the centerline of the Easterly and Westerly course of said public highway; thence North 84° 27' East along the centerline of said public highway, 225 feet to a point (which point is the point of commencement of the land to be described); thence North 84° 27' East along the centerline of said public highway and said centerline produced 432.48 feet to the shoreline of Lake Michigan; thence South 8° 59' West along the shore line of Lake Michigan, 154.96 feet to a point; thence South 84° 27' West 361.91 feet to a point; thence North 5° 31' West 150 feet to the point of commencement.

Address: 7328 North Beach Drive;

Tax Key No. 095-9968-000.

All that part of the Southeast 1/4 of Section 16, in Township 8 North, Range 22 East, in the Village of Fox Point, described as follows: Commencing at a point, which point of commencement is described as follows: Starting at the intersection of the center lines of a North and South road and the center line of an East and West road, said intersection being 1559.89 feet South 0 degrees 42 minutes West of and 577.55 feet South 89 degrees 57 minutes East of the center of said Section; thence South 5 degrees 31 minutes East along the center line of said road, 195.49 feet to a point; thence North 84 degrees 27 minutes East 25 feet to the East line of said North and South road; thence South 64 degrees 23 minutes East 197.52 feet to a point; thence North 25 degrees 47 minutes East 59.15 feet to a point (being the point of commencement above referred to); running thence North 5 degrees 31 minutes West 96.80 feet to a point; thence North 84 degrees 27 minutes East 361.91 feet to the shore of Lake Michigan; thence South 8 degrees 59 minutes West 100 feet to a point; thence South 84 degrees 27 minutes West 337.22 feet to the place of commencement.

Together with a Right of Way in common with others, as set forth in Warranty Deed executed by Amelia Robert and D. E. Roberts, her husband to David E. Detienne and John M. Niven, dated April 2, 1925 and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on April 4, 1925, in Volume 1047 of Deeds at page 598, as Document No. 1342356, over the following-described lands in the Southeast 1/4 of Section 16, in Township 8 North, Range 22 East; commencing at a point (which point is described as follows: starting at the intersection of the center line of a North and South road with the center line of an East and West road, said intersection being 1559.89 feet South 0 degrees 42 minutes West of and 577.55 feet South 89 degrees 57 minutes East of the center line of said Section; thence South 5 degrees 31 minutes East along the center line of said road, 253.90 feet; thence North 84 degrees 27 minutes East 25 feet to the East line of said road); running thence North 5 degrees 31 minutes West 58.41 feet to a point; thence South 64 degrees 23 minutes East 197.52 feet to a point; thence North 25 degrees 47 minutes East 59.15 feet to a point; thence North 84 degrees 27 minutes East 30 feet to a point; thence South 5 degrees 31 minutes East 134.70 feet to a point; thence North 70 degrees 08 minutes West 90.80 feet to a point; thence North 64 degrees 23 minutes West 172.86 feet to the place of commencement.

Address: 7254 North Beach Drive;

Tax Key No. 095-9966-000.

EXHIBIT B

Special Event Proposal

Pursuant to Section 4(e) of the Agreement, CAPP and/or JMKAC submits to the Village for its review and approval this special event proposal as of [_____, 20__]. The Village shall approve or deny this special event proposal within 10 days following receipt of this proposal or [_____, 20__].

Purpose – The purpose of the special event is to [_____].

Date and Hours – The special event will take place on [_____, 20__] from [__ a.m./p.m.] to [__ a.m./p.m.]. The proposed schedule for the special event is attached hereto as **Exhibit A**.

Number of Attendees – The special event will have [__] attendees.

Event Site Setup – The special event [will/will not] include outdoor site setup external to the buildings located on the property including without limitation outdoor tables and/or tents. If the special event will include any outdoor site setup, please find a map of such site setup attached hereto as **Exhibit B**.

Shuttle Service / Permitted Vehicles – The special event [will/will not] utilize shuttle services and/or permitted vehicles (which accommodate less than 20 passengers at a time). Shuttles and permitted vehicles will park [_____] during the special event.

Parking Plan – On-site parking for the special event will be located at [_____].

Special Providers – The special event will include the use of the following service providers:

Service Provider	Service Provided	Anticipated Number of Providers on Site	Time of Service

Exhibit A

Schedule of Special Event

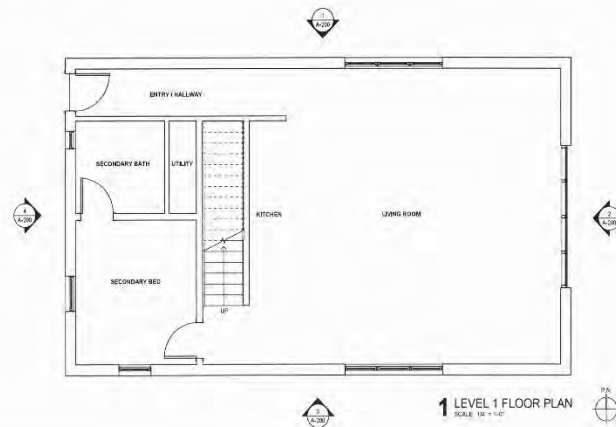
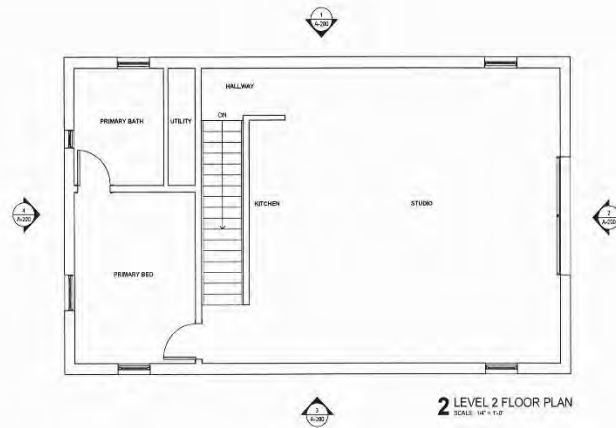
Exhibit B

Map of Outdoor Site Setup For Special Event

EXHIBIT C Site Plan



EXHIBIT D Floor Plan





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: Kevin Ausman, Assistant Village Manager *KA*

CC: Scott Botcher, Village Manager *SB*

Date: April 4, 2023

Re: 2023 Temporary Traveling Beer Garden

Overview

1840 Brewing is proposing a temporary beer garden on Village property as part of their traveling beer garden series to be located at Longacre Park on two specified dates: Friday, June 9 and Friday, September 29.

Background

1840 Brewing is a local brewery located in Bay View that operates a traveling beer garden series during the summer and fall months. The brewery has partnered with a number of Fox Point Foundation events in the past and has interest in operating a stand-alone beer garden within the Village. Director of Operations, Marty LeMense approached Village Staff in February of 2023 with a proposal that replicates the setup that 1840 Brewing has utilized in the Village while partnering at previous Fox Point Foundation events. Staff has been in discussion with the applicant to discuss the site plan, hours of operation, and general logistics.

Wisconsin Statute §§125.29(3) allows for breweries, which are licensed by the State Department of Revenue, to operate one off-site retail location for their product. The proposed traveling beer garden series qualify as their allowed off-site retail location for 1840 Brewing. §745-20(B) of the Fox Point Municipal Code regulates use of institutional districts. The Village Board made a referral of the beer garden proposal at the March 14, 2023 regular meeting to a joint meeting of the Plan Commission and Building Board.

Request

This request has been reviewed by the Village Manager, Assistant Manager, and Chief of Police. Application details and site plan supplied by the applicant are included with this staff report. Proposed dates and hours of operation are June 9 from 4-9 PM and September 29 from 4-8 PM. On days of the event, 1840 will locate its beer trailer along N Bell Road adjacent to Longacre Park to serve patrons within the park. By locating the trailer on the street, the trailer will ensure that no damage will be done to park area. A food truck is proposed to be located along N Bell Road next to the beer trailer.

To date, Staff has received one public comment regarding this project and that comment pertained to volume of the event impacting neighbors. Per the application, live music is planned to be located

Village of Fox Point - Administrative Report

adjacent to Longacre Pavilion facing north into the park. Scheduled acts for both nights consist of solo acoustic guitars utilizing a single amp that emits between 50-60db. For comparison and to remain consistent with the Village's noise ordinances, most standard residential yard equipment, such as lawnmowers or leaf blowers, emit ~80db.

The shared parking lot between Stormonth School and Longacre will be used for the beer garden. In the event that the parking lot is full and street parking may become necessary, the Police Department will monitor the event with on-duty patrol staff.

The applicant plans to utilize Longacre Pavilion for restrooms and waste receptacles. Staff will require, and the applicant has agreed to, completion of a Longacre Rental Agreement and payment of rental fee to cover any DPW staff time or possible damages to the facility. DPW staff will relocate portable picnic tables, currently used by the New Barons Beer Garden located at the municipal pool, to the park area for the 1840 beer garden. Picnic tables will return to the pool following the event.

Joint Plan Commission and Building Board Meeting

This project was discussed and a unanimous positive recommendation back to the Village Board was made on April 3, 2023. As part of the motion to recommend approval, the Plan Commission is requiring the applicant to take steps to mitigate effects of the music on surrounding residences. Repositioning the music to face west instead of north was the preferred option to mitigate noise.

Recommendation

Staff recommends that the Village Board accept the recommendation of the Plan Commission, and approve the request of 1840 Brewing for a beer garden to be held at Longacre Park on June 9, 2023 and September 29, 2023.

**OFFICIAL NOTICE
VILLAGE OF FOX POINT VILLAGE BOARD
NOTICE OF PUBLIC HEARING
1840 BREWING TEMPORARY BEER GARDEN**

**TUESDAY, APRIL 11, 2023 AT 7:00 P.M.
7200 N SANTA MONICA BLVD.
FOX POINT, WI 53217
2ND FLOOR / SCHWEMER HALL OR VIA ZOOM**

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/85226164557>

Dial: (312) 626-6799

Meeting ID: 852 2616 4557

NOTICE IS HEREBY GIVEN that the Village Board of the Village of Fox Point, Milwaukee County, is scheduled to hold a public hearing in the Schwemer Hall Board Room of Village Hall (Second Floor), 7200 N. Santa Monica Blvd, Fox Point, Wisconsin, on Tuesday, April 11, 2023 to receive comments and input regarding 1840 Brewing for a Temporary Beer Garden located at Fox Point Longacre Pavilion on the two specified dates of Friday, June 9 and Friday, September 29. This notice is provided as required pursuant to 745-20 B.5. of the Village of Fox Point Village Code.

The Village Board meeting begins at 7:00 p.m. This public hearing is scheduled to take place immediately following the Committee Reports. This hearing shall be public and citizens and interested persons shall then be heard.

Specific proposed project plans and related materials are available for viewing in the office of the Village Clerk Monday through Thursday from 8:00 a.m. - 4:00 p.m. and on Friday from 8:00 a.m. to 12:00 noon. Please feel free to contact the Village Clerk at 351-8900 if you have any questions.

By order of the Fox Point Village Board

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



Village of Fox Point GIS 1840 Brewing - PH Notice

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

SCALE: 1" = 188'



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

Print Date: 3/16/2023



FOX POINT VILLAGE OF
7200 N SANTA MONICA BLVD
MILWAUKEE WI 53217-

Account	AD#	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
1395153	0005638353	\$97.39	\$0.00	\$97.39	Invoice	\$0.00	\$97.39

Sales Rep: cscheiderm Order Taker: cscheiderm Order Created 03/21/2023

Product	# Ins	Column	Agate	Lines	Lines	Start Date	End Date
MJS-JSOnline.com	1	2.00	100	50	03/29/2023	03/29/2023	
MJS-North Shore NOW	1	2.00	100	50	03/29/2023	03/29/2023	

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 03/21/2023

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By order of the Fox Point Village Board

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

Run: March 29, 2023 WNAXLP

WHAT WE PROVIDE

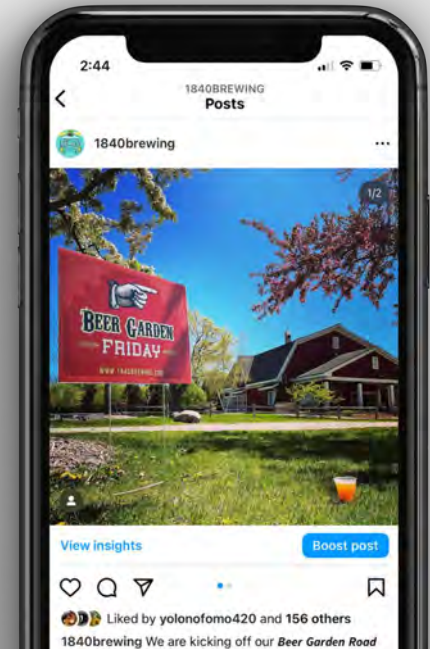
- Licensing & insurance for event beer sales
- Print and digital event promotion:
 - Dates and details prominently featured online
 - Marketing to our 2,500+ person mailing list
 - Social media posts, reaching 10k+ adults
- 8 tap beer trailer, 3 staff members, and all necessary materials for serving beer
- Live music, food truck scheduling, and games for a family-friendly, full-scale event

WHAT WE WOULD NEED

- Trash/recycling receptacles and disposal
- Clean and stocked restrooms/portable toilets
- Written acknowledgement that you approve the events (to share that with the State DOR for our permit)



1840BREWING.COM



PROPOSED DATES: FRIDAY, JUNE 9 • 4-9 pm
FRIDAY, SEPT 29 • 4-8 pm

1840 AT FOX POINT BEER GARDENS • 2023 SEASON PROPOSAL

SETUP

- 8x5' trailer
- 10x10' tent
- 6' service table
- Menu sign
- Branded flag

Trailer and vehicle will remain completely off the grass.

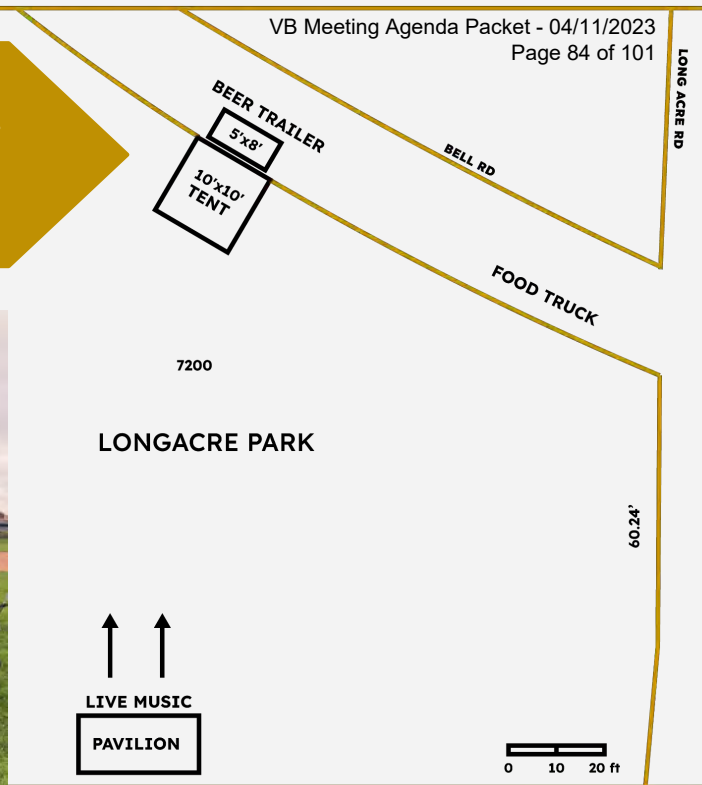
We will set up on Bell Rd with taps facing south.

PICNIC TABLES

- We would be grateful for any available picnic tables, but they are not required.
- When we work with the Fox Point Foundation for Rock the Fox, there are few to no picnic tables and the community brings their own chairs or blankets.

RENTAL FEE

- We understand we will be subject to a rental fee for the pavilion plus any additional fees incurred through the DPW.



PROPOSED
DATES:

FRIDAY, JUNE 9 • 4-9 pm
FRIDAY, SEPT 29 • 4-8 pm

MUSIC

- Played from the pavilion, projecting north.
- Both dates would host solo acoustic guitarists
 - Darren Jackson (6/9) and Jeff Hinnendael (9/29)
 - Sets are 4:30-7:30pm, with a 5:45-6:15pm break
- Music will be played between 50-60db.

EXPECTED TURNOUT

- As our first Fox Point solo event, turnout is hard to predict but we anticipate 50-200 people
- With the proximity to residential areas, the Stormonth Elementary parking lot should eliminate the need for street parking provided it is open to the public.

SAFETY AND STAFFING

- \$1 Million dollar insurance policy on all events
- 2-3 staff members for each event
- Bartenders are trained to ID anyone under 30 and know watch for overconsumption
- Our event manager has 10 years experience managing bars in the Milwaukee area



**PROPOSED
DATES:**

FRIDAY, JUNE 9 • 4-9 pm
FRIDAY, SEPT 29 • 4-8 pm





VILLAGE OF FOX POINT F INSTITUTIONAL DISTRICT APPLICATION

Name of Property Owner or Institution: Fox Point - Bayside School District

Address: 7301 N Longacre Rd, Fox Point, WI

Contact Person: Kathleen Wiesner

Telephone Number: 414-247-4163

Email Address: kwiesner@foxbay.org

- Attach a typed letter describing the project and explaining how the project meets the standards required in 745-20B(2). The standards to be applied are:
 - a. Appropriate in the location proposed
 - b. Compatible with the neighborhood
 - c. Not detrimental to the property values of surrounding property
 - d. In keeping with the residential character and quality of the Village
- Attach building plans, sketches, renderings, and site plans as reasonably necessary for the Village Board to form an opinion.

Kathleen Wiesner
Signature of Property Owner or Authorized Institutional Representative

Kathleen Wiesner
Printed Name of Property Owner or Authorized Institutional Representative

3/16/23
Date

For Office Use Only

Date Received: 3/20/2023 Receipt No. 1.058698



milwaukee : 333 E Chicago St	414.271.0000
madison : 309 W Johnson St, Ste 202	608.442.0000
green bay : 124 N Broadway	920.336.7727
denver : 1899 Wyikoupe St, Ste 100	303.598.4000
atlanta : 1401 Peachtree St NE, Ste 100	404.596.0000

eua.com

March 15, 2023

Fox Point Village Board

Stormonth Elementary School

This project's purpose is to replace all the exterior windows and doors of Stormonth Elementary School. The existing windows on the school are over 30 years old and are starting to reach the end of their lifespan. In some locations, windows have started to fail and fall out causing serious safety concerns.

The replacement project is intended to maintain the existing look and character of the building while improving safety and security. The new windows remain in the existing masonry openings and are designed with similar profiles, patterns, and color to match the existing frames, and maintain a visually consistent aesthetic around the building.



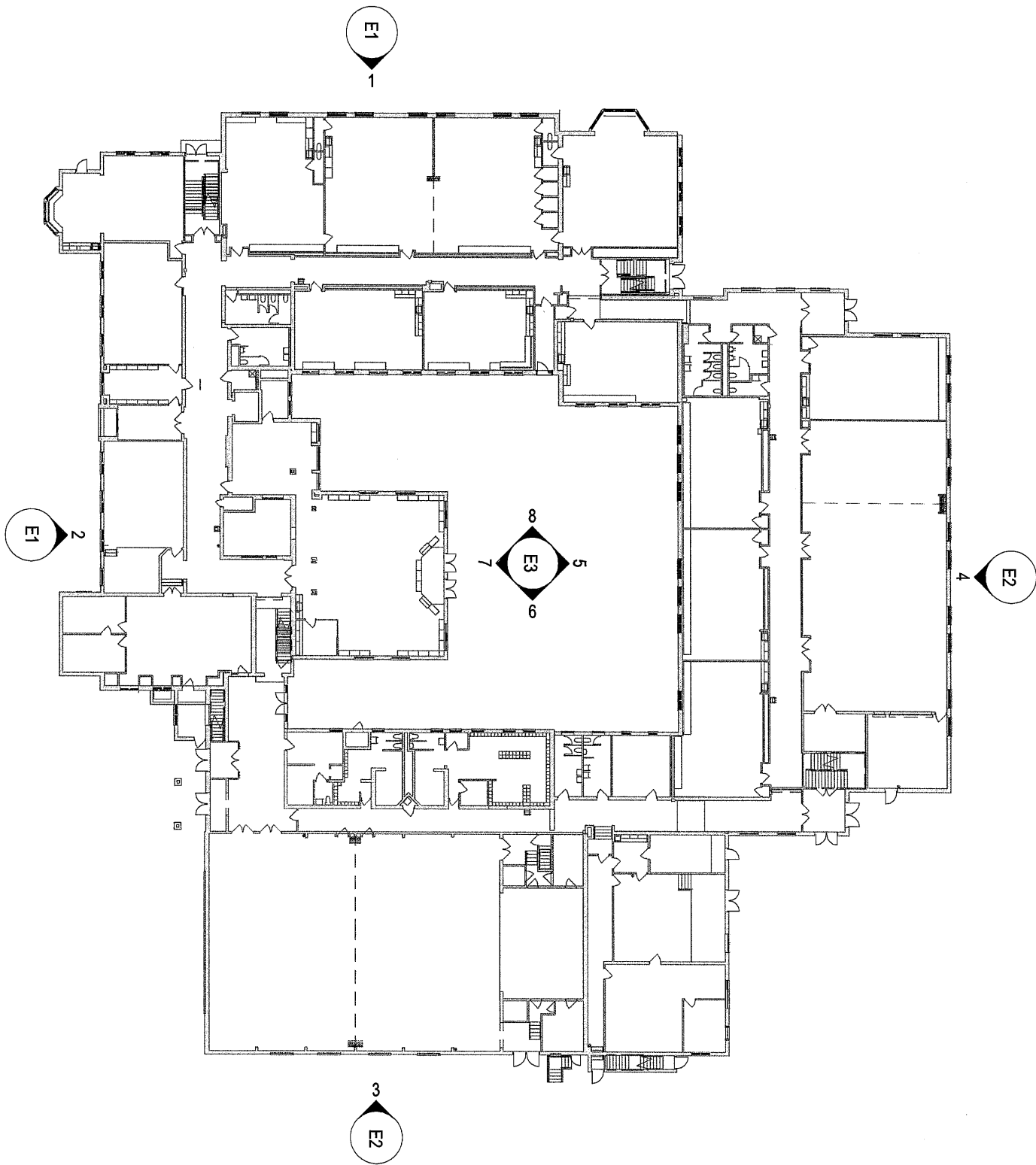
FIRST FLOOR PLAN

1" = 40'-0"

FOX POINT - BAYSIDE SCHOOL DISTRICT - STORMMONT ELEMENTARY

319314
03/15/23

PLANS





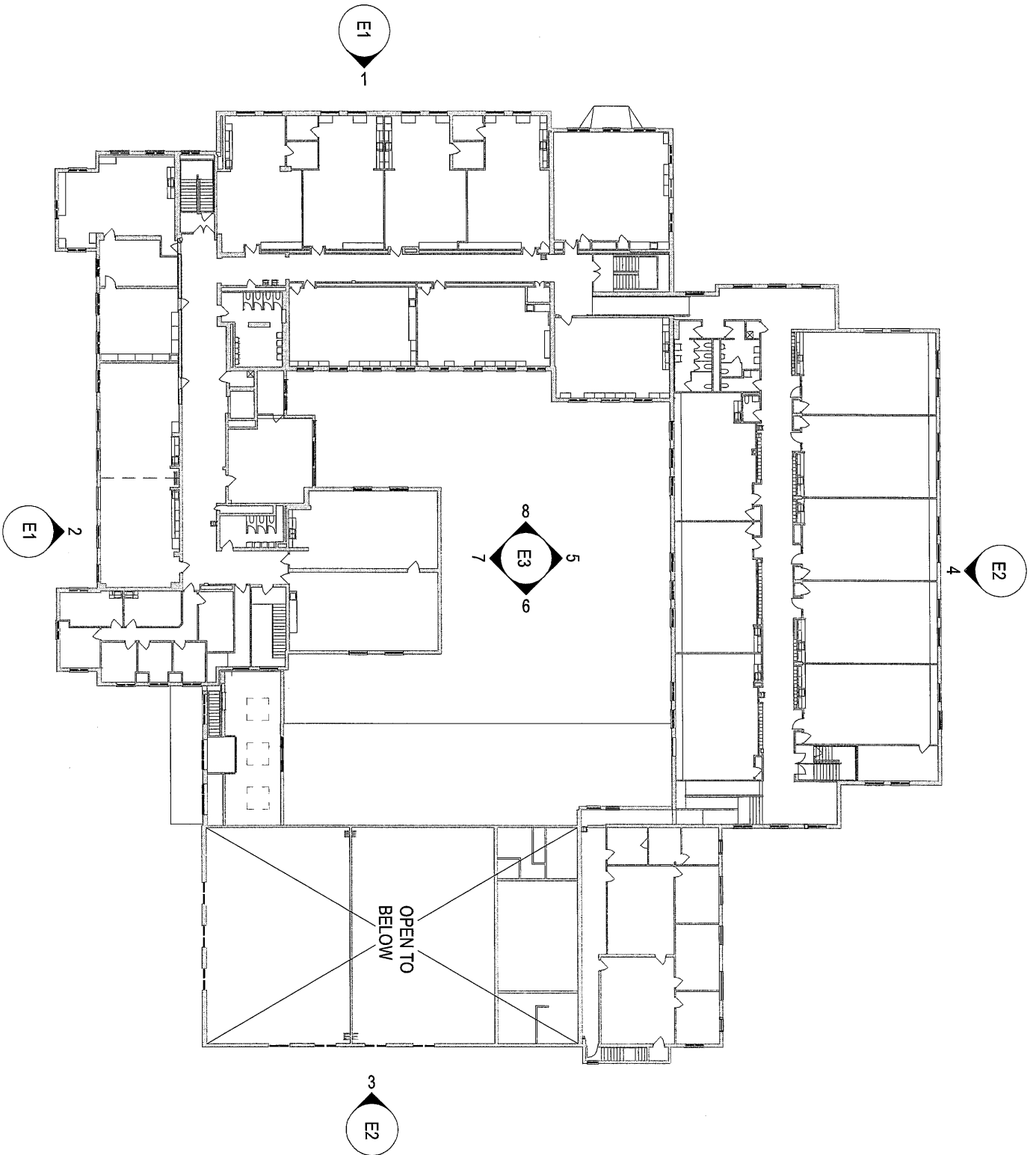
SECOND FLOOR PLAN

1" = 40'-0"

FOX POINT - BAYSIDE SCHOOL DISTRICT - STORMMONT ELEMENTARY

319314
03/15/23

PLANS





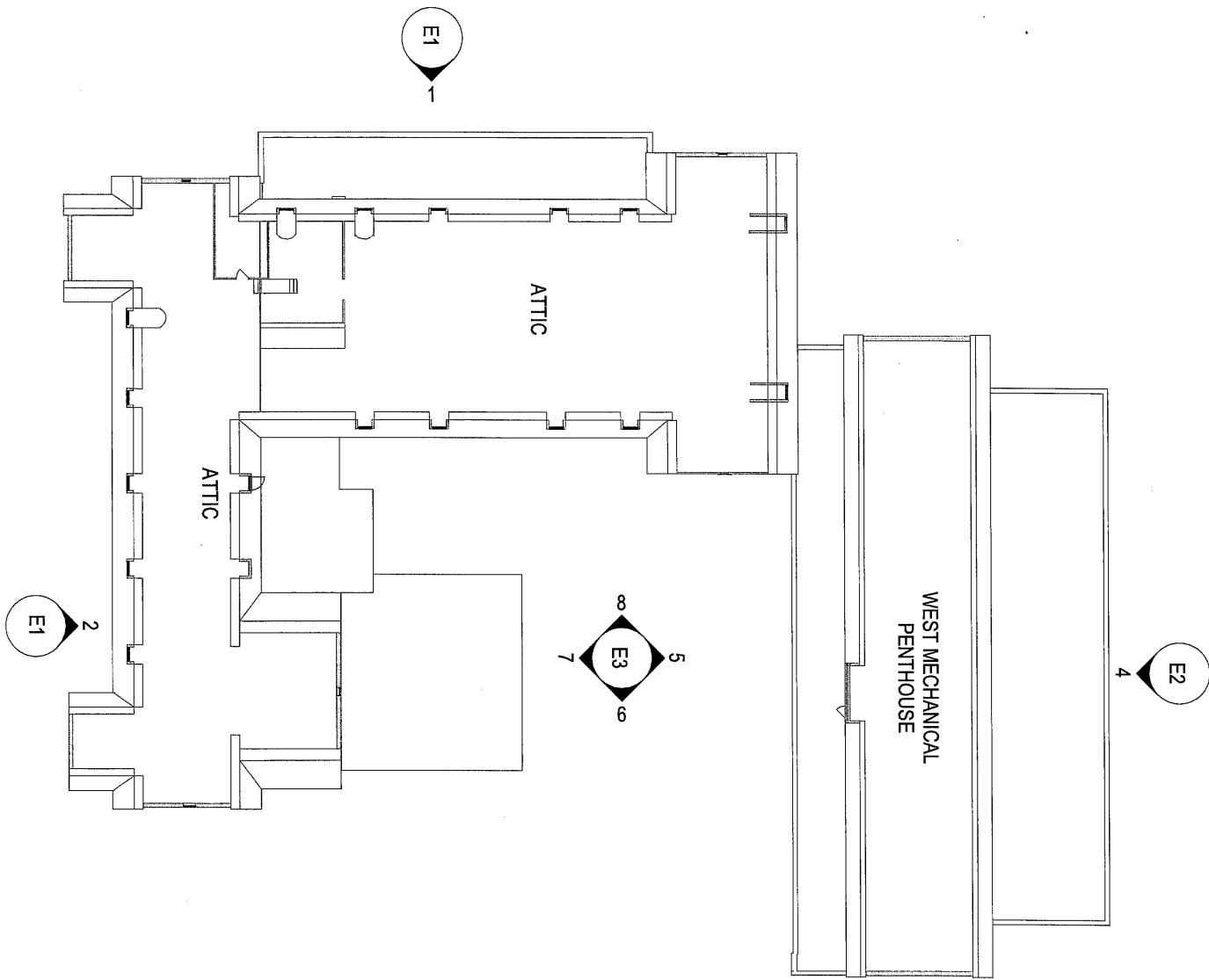
ATTIC PLAN

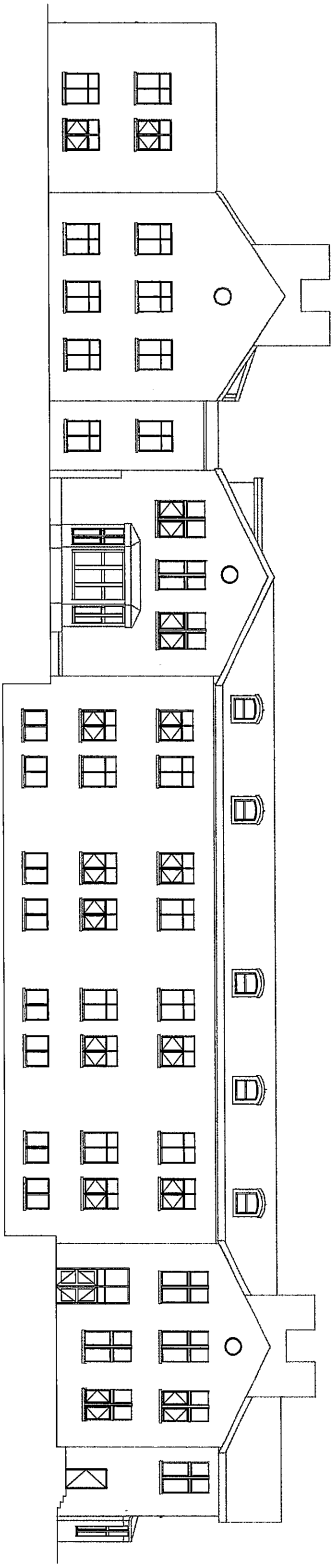
1" = 40'-0"

FOX POINT - BAYSIDE SCHOOL DISTRICT - STORMMONT ELEMENTARY

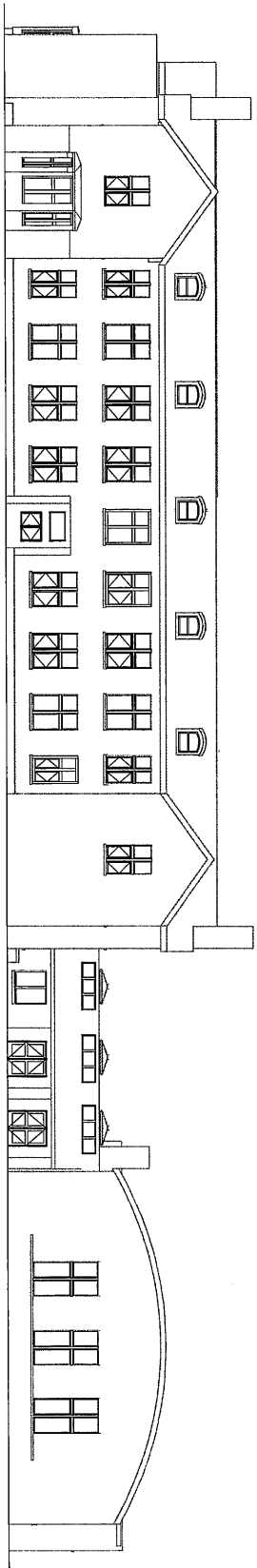
319314
03/15/23

PLANS



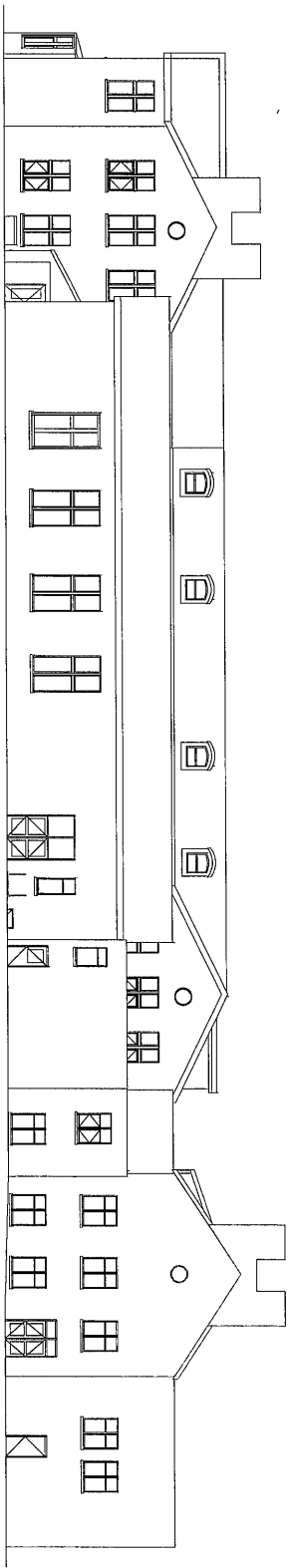


1
SOUTH ELEVATION
1/32" = 1'-0"

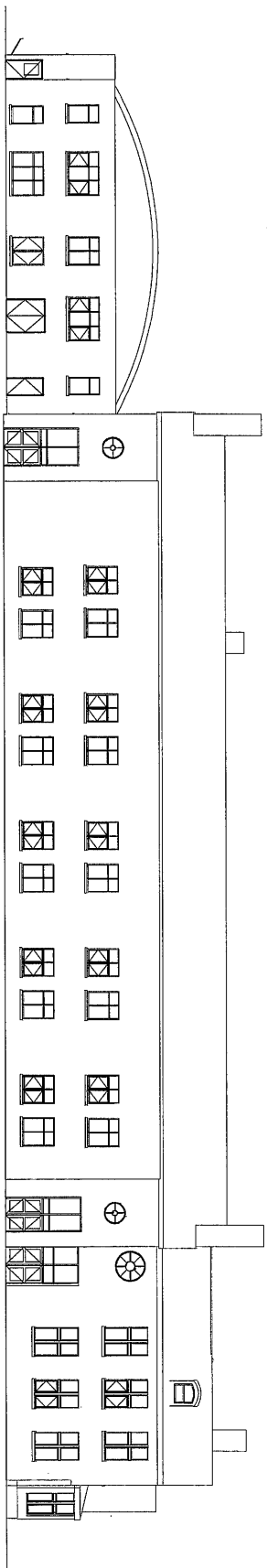


2
EAST ELEVATION
1/32" = 1'-0"

ELEVATIONS

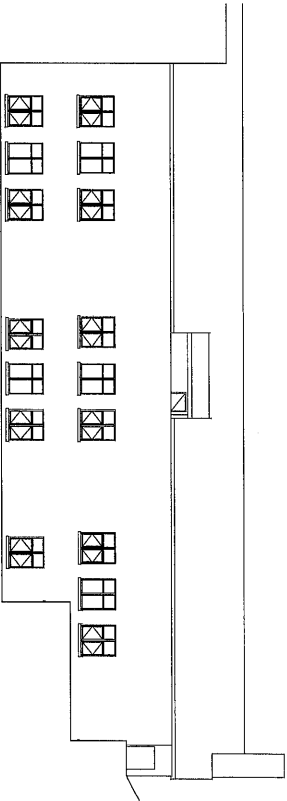


3
NORTH ELEVATION
1/32" = 1'-0"

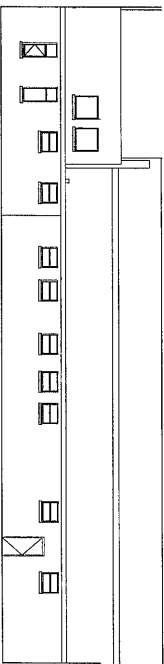


4
WEST ELEVATION
1/32" = 1'-0"

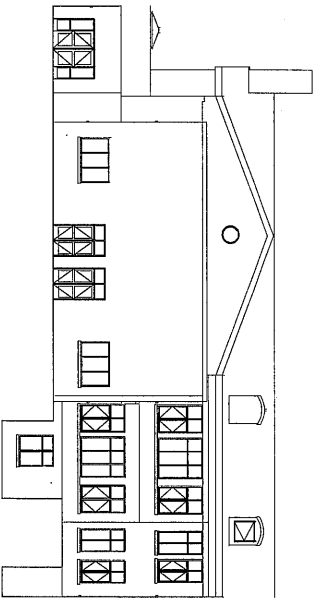
ELEVATIONS



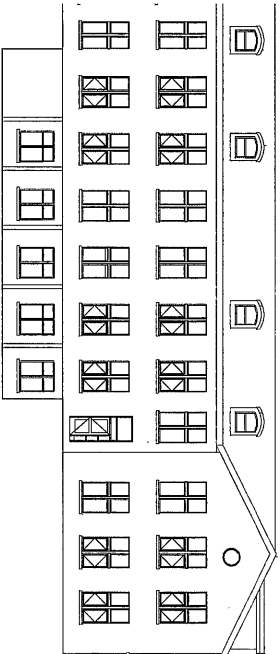
5 COURTYARD WEST ELEVATION
1/32" = 1'-0"



6 COURTYARD NORTH ELEVATION
1/32" = 1'-0"



7 COURTYARD EAST ELEVATION
1/32" = 1'-0"



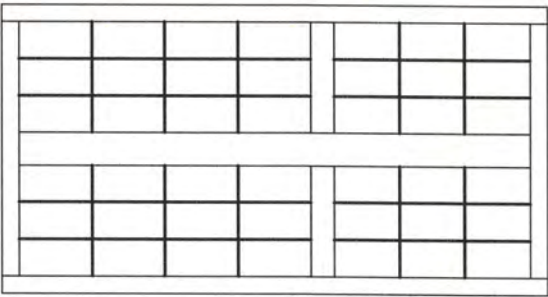
8 COURTYARD SOUTH ELEVATION
1/32" = 1'-0"

ELEVATIONS



EXISTING: GYM

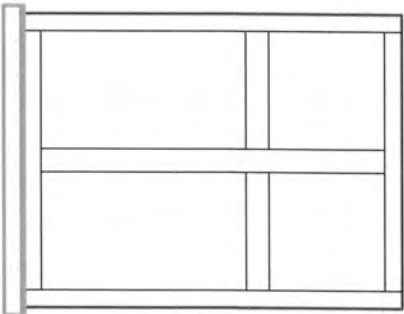
TYPICAL: EXISTING
BRICK AND CAST STONE
ELEMENTS TO REMAIN



NEW: MAINTAIN
PROFILES AND
MUNTIN PATTERNS



EXISTING: TYPICAL EAST
CLASSROOM WINDOW



NEW: MAINTAIN MULLION
LAYOUT AND PROFILE



EXISTING

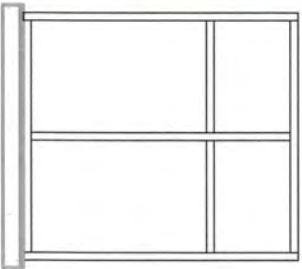


VISION PANES WITH
APPLIED MUNTINS

NEW: MAINTAIN
LOOK WITH APPLIED
MUNTINS



EXISTING: SOUTH & WEST
CLASSROOM WINDOWS



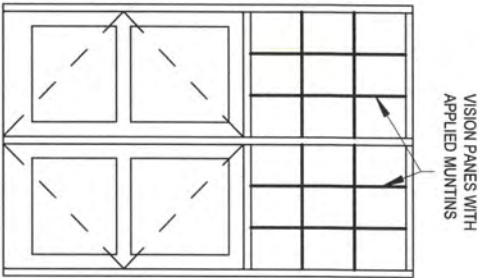
NEW: MAINTAIN PROFILE
AND ADD HORIZONTAL
MULLION TO MATCH REST
OF WINDOWS

WINDOWS

TYPICAL: EXISTING
BRICK AND CAST STONE
ELEMENTS TO REMAIN



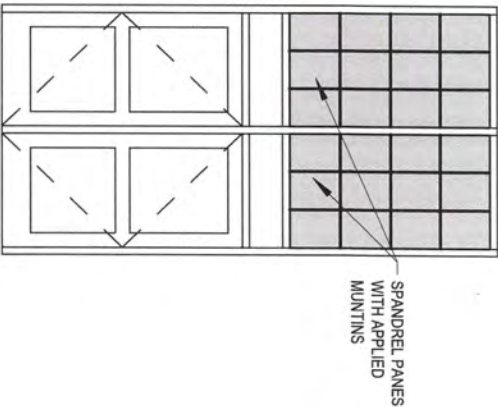
EXISTING DOOR



NEW: MAINTAIN BUILDING
PATTERN CONSISTENCY
WITH APPLIED MUNTINS



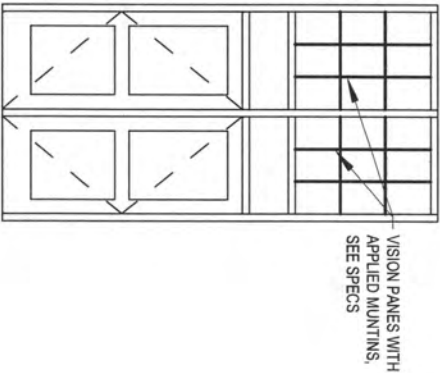
EXISTING DOOR



NEW: MAINTAIN BUILDING
PATTERN CONSISTENCY
WITH APPLIED MUNTINS



EXISTING DOOR



NEW: MAINTAIN BUILDING
PATTERN CONSISTENCY
WITH APPLIED MUNTINS

DOORS

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

414-351-8900

Receipt No: 1.058698

Mar 21, 2023

FPBS SD - Eppstein Uhen Arch., Inc.

Previous Balance: .00
LICENSES & PERMITS - OTHER PERMIT 300.00
10-44540 OTHER PERMIT

Total: 300.00

CHECK Check No: 87263 300.00

Payor: FPBS SD - Eppstein Uhen Arch., Inc.

Total Applied: 300.00

Change Tendered: .00

Duplicate Copy

03/21/2023 11:14 AM

EPPSTEIN UHEN ARCHITECTS, INC.

87263

Check Date: 3/14/2023

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
20230033CHECKREQUEST	3/13/2023	000000102249	300.00			300.00
Village of Fox Point		TOTAL	300.00			300.00
1-Main Operating Checking - 1		FOXPOI				

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. 2023-____

**RESOLUTION RECOGNIZING VILLAGE FORESTER JOHN GALL WITH THE URBAN FORESTRY COUNCIL
LIFETIME ACHIEVEMENT AWARD**

WHEREAS, John Gall received his Bachelor's and Master's Degrees in Forest Management and Urban Forestry, respectively, from Purdue University in 1972 and 1973, respectively; and

WHEREAS, John Gall began his career in Urban Forestry in 1974 with the Indianapolis Department of Parks and Recreation and continued his career as City Forester in Springfield, Ohio, and Superintendent of Forestry and Grounds in West Allis, Wisconsin through 1994; and

WHEREAS, John Gall continued his career in the private sector, first with Associated American Landscape Services between 1994 and 2002 and with Wachtel Tree Science and Service since 2002; and

WHEREAS, John Gall's career has been focused on assisting dozens of communities in enhancing their urban forestry and has served on the Wisconsin Urban Forestry Council; and

WHEREAS, the Village of Fox Point retained Wachtel Tree Science and Service and John Gall to serve as its contract forester since 2009 and has seen the Village through regular, updated, street tree inventories, an ongoing emerald ash borer program, improvements to Indian Creek Woods, and a regular Kid's Climb through the Wisconsin Arborist Association; and

WHEREAS, John Gall was nominated for the Lifetime Achievement Award and was selected by the Wisconsin Urban Forestry Council to be the recipient of the award; and

WHEREAS, John Gall continues to provide forestry services to the Village of Fox Point while he has retired from all other work.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Village of Fox Point recognizes John Gall for his Lifetime Achievement.

BE IT FURTHER RESOLVED that the Village of Fox Point deeply appreciates the contributions John Gall has made to the urban forestry in the Village.

Dated this 11th day of April, 2023.

Douglas H. Frazer
Village President

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To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: April 4, 2023
Re: Report on Beach Drive Coastal Resiliency Construction

As noted in the recent Administrative Reports, work on Beach Drive has begun and will be continuing throughout the summer. Please note that this report (as well future Administrative Reports) will refer to the north area (between 8000 and 8040 North Beach) as Area 1 and the south area (between 7328 and 7540 North Beach) as Area 2. The following is an update on the various project components:

- We Energies mobilized to Area 1 in late February/early March and has finished installing the gas main from the approximate 7900 block of Beach north through the private road. Their contractor began making the gas lateral connections to individual services last week and they expect to complete that work in the next week or two.
- Michels mobilized equipment to the site a couple of weeks ago and brought in a large backhoe with an extended reach on March 30. Their crews have been busy removing the existing concrete rubble and Lannon stone that was used along the shoreline. They have also been placing large stones at the toe of slope.
- Michels has proposed using one type of armor stone in Area 1 and another type of armor stone in Area 2. Both armor stone meet the specifications per MSA; however, the Area 1 armor stone will be a different color than that proposed to be used in Area 2. Considering the separation between Area 1 and Area 2, I informed Michels that using the two different armor stone would be acceptable as long as they keep the colors consistent in each project area.
- I have requested information on whether there would be a price adjustment for using the different armor stone in Area 1 but have not heard back from Michels on that request.
- Michels also informed me that there are weight restrictions in the communities where they have their gravel pits and, as a result, may not be able to haul any more armor stone to the job site until mid-April when the restrictions are lifted.
- Michels intends to work 10-hour days to start and, as they get into the project more, may work 12-hour days.

- There is a conflict between the MSA design adjacent to 7328 North Beach and a fence and plantings that encroach into the right of way. This information has been shared with the property owner.
- A riparian owner in Area 1 has requested steps be installed through the armor stone revetment from the shore to the lake. In communications with the owner, they were informed that they will need to sign a separate design agreement with MSA and pay them for that cost. Additionally, they will be required to pay the estimated construction cost of the steps to the Village prior to the start of work to ensure that Michels will be paid for the work to be performed on their behalf.
- Water main work will begin in late spring/early summer but no date has been set yet due to the revetment construction schedule.



