

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

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

**TUESDAY  
JULY 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](mailto: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/83848532069>  
Meeting ID: 838 4853 2069  
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 Plan Commission's review and Consideration of Congregation Sinai F-Institutional District application for the replacement/upgrade to LED fixtures from the existing exterior parking lot lighting and building lighting

- 4. Public Hearings**

**a. Congregation Sinai F-Institutional District Application**

The Village Board will hear comments and input regarding the request from Congregation Sinai F-Institutional District application for replacement/upgrade to LED fixtures from the existing exterior parking lot lighting and building lighting.

**b. 2024 Community Development Block Grant (CDBG) program project list.**

The Village Board will hear comments and input regarding the 2024 Community Development Block Grant (CDBG) program project list.

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

- a.** Approve the minutes of the June 13, 2023 Village Board and Public Hearing meeting.  
[Pages 1-5]
- b.** Approve the minutes of June 20, 2023 Special Village Board meeting.  
[Pages 6-7]
- c.** Authorize the submittal of a Community Development Block Grant application for the reimbursement of lease costs for the LX Club, a community based senior group.  
[Page 8]
- d.** Accept the bid of Compass Minerals in the amount of \$76.19 per ton for sodium chloride per the Director of Public Works' memorandum dated July 6, 2023.  
[Page 9]
- e.** Accept the bid of Norcon Corporation in the amount of \$29,470.00 for the sealing and painting of the Santa Monica Bridge deck and railing and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated July 6, 2023.  
Pages 10-11]
- f.** Adopt the proclamation declaring August 5 through August 13 as Wisconsin Stormwater Week in Fox Point  
[Page 12]
- g.** Accept the purchase of six Badgerbook Clients and two Badgerbook Servers and accessories, as budgeted in the 2023 Elections Capital Budget per the Village Clerk Treasurer's memo dated June 26, 2023 and PDS, A Converge Company quotes (a Wisconsin Election Commission vendor).  
[Pages 13-16]
- h.** Grant a NEW "Class B" Beer and Intoxicating Liquor License, and approve the appointment of the new agent, Nikolia Zarmakoupis for Maxfields, LLC, d/b/a, Maxfields Pancake House, 333 W Brown Deer Road, Suite D (back portion of which lies in the Village of Fox Point), Fox Point, WI, per the Village Clerk Treasurer's memo dated June 28, 2023, subject to any conditions as noted.  
[Pages 17-20]
- i.** Confirm and approve President Symchych's appointment of Lars Gulbrandsen to the Ethics Board to fill a vacancy for the remaining term through 2024.
- j.** Approve payment of the bills in the amount of \$1,587,562.28 for the period June 1, 2023 through June 30, 2023 per the report submitted by the Village Manager.  
[Pages 21-35]

**6. Unfinished Business**

**a. Congregation Sinai F-Institutional District Application**

The Village Board will consider and may act on the F-Institutional District application of Congregation Sinai F-Institutional District application for zoning approval per Section 745-20 of the Village Code, which if granted may include approval of the replacement/update to LED fixtures from the existing exterior parking log lighting and building lighting.

[Pages 36-47]

**7. New Business**

**a. “Resolution Awarding the Sale of 1,840,000 General Obligation Promissory Notes, Series 2023B”.**

Following Presentation by Director Kevin Mullen of Robert W. Baird, the Village will consider and may act on the “Resolution Awarding the Sale of 1,840,000 General Obligation Promissory Notes, Series 2023B”.

[Pages 48-75]

**b. Review of 2024-2028 Capital Plan**

The Village Manager and Staff will review the Village’s 2024-2028 five-year Capital Plan. No action is expected as part of this agenda item.

[Pages 76-83]

**c. Review of Larger Village Capital needs**

The Village Manager will review larger capital needs facing the Village and the potential financial impacts thereof. No action is expected as part of this agenda item.

[Pages 84-92]

**d. Presentation on 2022-2023 Municipal Pool Status**

The Assistant Manager will present information on maintenance efforts made to the pool in 2022-2023, closure of the facility, and future options including repairs.

[Pages 93-99]

**e. Discussion of Public Land Use Needs Analysis**

The Village Board will discuss and may act on a motion to approve of and authorize the Village President and Village Clerk-Treasurer to execute an agreement for the performance of a Civic Center Study by Popland Studio, LLC

[Pages 100-108]

**f. Consideration of Financial Commitment to Construct New Aquatic Facility**

The Village Board will discuss and may act on a motion to commit to funding a new aquatic facility, and to establish the parameters and fundraising component thereof.

[Pages 109-118]

**g. Consideration of Request by Trustees Stolz and Ollman**

The Village Board may discuss the request to “discuss the status of the pool for 2023 and 2024 and to direct village management to schedule a public information meeting about the pool for the benefit of the village residents.”.

**h. Resolution of Commendation and Appreciation – Retiring DPW Employee Steven R. Schulteis**

The Village Board will discuss and may act regarding the Resolution of Commendation and Appreciation for retiring Public Works Employee Steven R. Schulteis.

[Page 119]

- i. **Approve the Cooperation Agreement with Milwaukee County for 2024-2026 for the purpose of securing funds under the HUD Community Development Block Grant Program**

The Village Board will discuss and may act on the proposal to enter into a three-year cooperation agreement with Milwaukee County to jointly work with Milwaukee County in securing Housing and Urban Development Community Block Grant Funding.

[Pages 120-125]

- j. **\*Resolution to Establish a Municipal Pool Citizens' Committee**

The Village Board will discuss and may act on a Resolution entitled "A Resolution Establishing a Municipal Pool Citizens' Committee".

[Pages 126-127]

## **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. President Symchych
- b. Trustee Fonstad
- c. Trustee Sumner
- d. Trustee Ollman
- e. Trustee Anderson
- f. Trustee Aelion
- g. Trustee Stoltz
- h. Manager Botcher

## **10. Adjournment**

**NEXT REGULAR VILLAGE BOARD MEETING:**

**August 8, 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  
JUNE 13, 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, June 13, 2023 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Symchych 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 Christine Symchych  
Trustee Eric Fonstad  
Trustee Liz Sumner (via Zoom)  
Trustee Greg Ollman  
Trustee Catie Anderson  
Trustee Liz Aelion  
Trustee Jennie Stoltz

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

Notice of the meeting was provided to the North Shore Now and to all others as required by State open meetings laws and posted on the official bulletin board at 7200 N Santa Monica Boulevard, as well as the village website at [www.villageoffoxpoint.com](http://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 Symchych closed public comment.

**PUBLIC HEARING REGARDING CONDITIONAL USE PERMIT FOR 8687 N PORT WASHINGTON ROAD – UNIT 11, CARMEN M., LLC, D/B/A, FULLY PROMOTED**

*Motion by President Symchych, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to open the public hearing at 7:01 p.m., regarding the consideration of a conditional use order/permit for 8687 N Port Washington Road, Unit 11, Carmen M., LLC, d/b/a, Fully Promoted.*

**Public Comment**

There were no public comments.

*Motion by President Symchych, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to close the public hearing at 7:02 p.m., regarding the consideration of a conditional use order/permit for 8687 N Port Washington Road, Unit 11, Carmen M., LLC, d/b/a, Fully Promoted.*

**CONSENT AGENDA**

- a. Approve the minutes of the May 9, 2023 Village Board meeting.

**VILLAGE OF FOX POINT  
VILLAGE BOARD MEETING MINUTES  
JUNE 13, 2023**

- b. Grant the renewals for two "Class A" Beer and Intoxicating Liquor Licenses, renewals for four "Class B" Beer and Intoxicating Liquor Licenses, one Class "B" fermented malt beverage license, and approve the appointment of one new agent, per the Village Clerk Treasurer's memo dated May 31, 2023, subject to any conditions as noted.
- c. Grant the Cigarette and Tobacco Product Retail License to the Establishment Walgreen Co, d/b/a, Walgreens #03125, located at 8615 North Port Washington Road – NEW AGENT Taylor M. Miller per the Village Clerk/Treasurer's memo dated May 31, 2023, subject to any conditions as noted.
- d. Approve Conditional Use Permit for 8667 N Port Washington Road – Unit 11, Carmen M., LLC., d/b/a, Fully Promoted.
- e. Accept the quote of Munson, Inc. in an amount not to exceed \$101,229.00 for water main restoration and roadway patches at various locations in the Village and authorize the Village Manager to sign the agreement per the Director of Public Works memorandum dated June 7, 2023.
- f. Adopt a Resolution Approving of and Authorizing Submittal of the Compliance Maintenance Annual Report (CMAR) to the Department of Natural Resources for the 2022 Sanitary Sewer Activities.
- g. Accept the three-party amendment with the Department of Transportation and Kapur & Associates for additional design activities associated with the Lake Drive resurfacing project including additional title searches and right of way plat exhibits and authorize the Village President and Village Clerk/Treasurer to sign the amendment per the Director of Public Works memorandum dated June 6, 2022.
- h. Accept the proposal of Single Source in the amount of \$40,150 to perform appraisals for parcels on Lake Drive required as part of the DOT/Village of Fox Point Road project and authorize the Village Manager to sign the contract per the Director of Public Works memorandum dated June 6, 2023.
- i. Accept Change Order No. 1 in the amount of \$5,872 from Kapur & Associates to inspect an additional 15 manholes and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works memorandum dated June 6, 2023.
- j. Accept the quote of RNOW, Inc. in the amount of \$267,159.50 for the purchase of a rear-load packer and authorize the Village Manager to sign the purchase order per the Lead Mechanic's memorandum dated June 7, 2023.
- k. Accept the quote of EJ Equipment, Inc. for two GO-4 Refuse Haulers (garbage and recycling scooters) in the amount of \$43,287 each plus an additional \$1,713 each for graphics and miscellaneous improvements for a total of \$90,000 and authorize the Village Manager to sign the purchase order per the Lead Mechanic's memorandum dated June 7, 2023.
- l. Approve Change Order No. 2 from Baxter & Woodman in the amount of \$26,439.85 for out-of-scope activities associated with the design of Bradley Road and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works' memorandum dated June 8, 2023.
- m. Approve payment of the bills in the amount of \$466,617.22 for the period May 1, 2023 through May 31, 2023 per the report submitted by the Village Manager.

**VILLAGE OF FOX POINT  
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*Motion by Trustee Fonstad, seconded by Trustee Ollman, and carried by roll call vote (7-0), to approve the consent agenda, as presented.*

**NORTH SHORE LIBRARY FUNDRAISING PRESENTATION**

The Village Board heard a presentation from McDonald Schaefer Consultant Julie Cotter and North Shore Library Director Rhonda Gould regarding updates concerning the North Shore Library fund-raising campaign to support the construction, the groundbreaking, and schematics of the building for the new North Shore Library.

**PRESENTATION OF THE FY 2022 AUDIT BY WENDI UNGER (BAKER TILLY) TO THE VILLAGE BOARD**

Village Auditor, Baker Tilly CPA Partner, Wendi Unger gave a brief presentation regarding the FY 2022 Village of Fox Point Audit.

*Motion by Trustee Symchych, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to accept the Village of Fox Point FY 2022 Village of Fox Point audit.*

**PRESENTATION OF LAKE DRIVE PROJECT UPDATE**

Public Works Director Scott Brandmeier, Kapur & Associates Project Manager Aaron Bubb, Traffic Engineer Neal Styka, and Stormwater Engineer Brad Jors gave a presentation in regard to the updates with options for the Lake Drive Project; this included a presentation of the traffic speed study, the turn lanes onto Lake Drive, Lake Drive drainage with stormwater improvements and the Lake Drive water main.

Village Board members and presenters had a lengthy discussion regarding crosswalks and the traffic speed study that was completed. Another traffic speed study being completed following the project completion was suggested.

**Kenneth Friedman, 8001 N Links Way**

Mr. Friedman's concern was the consideration of bicycle traffic in relation to the right and left turn lanes. He suggested that it may be helpful to have input from the community.

**Beth Greg, 7414 N Boyd Way**

Ms. Greg's concern is the potential of decision being made without consideration for those who live in the project area. She also had concerns that the number of cars a day being reported on from the traffic study seemed higher than a normal day of traffic.

No action was taken.

**APPROVE CONTRACT FOR STORMWATER IMPROVEMENTS ON HOLLY COURT AND LAKE DRIVE**

*Motion by Trustee Fonstad, seconded President Symchych, and carried by roll call vote (7-0), to approve the contract from Kapur & Associates for stormwater improvements to design improvements for drainage shed at Holly Court and Lake Drive.*

**VILLAGE OF FOX POINT  
VILLAGE BOARD MEETING MINUTES  
JUNE 13, 2023**

**PRESENTATION OF BEACH DRIVE GROIN (JETTY) PROJECT**

Kapur & Associates Professional Engineer Dan Veriotti, gave a presentation regarding additional improvements to the south jetty and the replacement of the north jetty.

Mark Levin 7415 N Beach Drive

Mr. Levin had concerns with regard to the intersection of the jetty with the Beach area.

Brian Dondlinger, 7535 N Beach Drive

Mr. Dondlinger echoed Mark's sentiment as well, commenting that there was a proposed rough beach in that area of the jetty project.

No action was taken.

**REFERRAL OF CONGREGATION SINAI F-INSTITUTIONAL DISTRICT APPLICATION TO A MEETING OF THE JOINT PLAN COMMISSION AND BUILDING BOARD**

*Motion by Trustee Fonstad, seconded by Trustee Ollman, and by roll call vote (7-0), to refer the application of Congregation Sinai F-District concerning the replacement/upgrading of the existing exterior parking lot and building lighting to LED fixtures, as set forth in the agenda packet, to a meeting of the Joint Plan Commission and Building Board.*

**FUTURE AGENDA ITEMS – None**

**ANNOUNCEMENTS**

Village President Symchych announced had a meeting two weeks ago with Kevin Schafer with MMSD. Attended the ICC meeting. See recording. Alzheimer's working group.

Trustee Fonstad had no announcements.

Trustee Sumner announced a Rock the Fox Concert would be held on Wednesday June 21, 2023 from 6:00 until 8:30 p.m. at Longacre Pavilion Park.

Trustee Ollman had no announcements.

Trustee Anderson had no announcements.

Trustee Aelion had no announcements.

Trustee Stoltz had no announcements.

Village Manager Scott Botcher announced the closing of the pool for the season of 2023, due to many maintenance issues and its inoperable condition. He acknowledged Chad, the DPW staff and Kevin for all their hard work in regard to the pool. He noted Kevin has notified the pool staff. Kevin has created a news release regarding the closing of the Fox Point pool.

Village Manager Scott Botcher announced a Human Resources working group to update the employee personnel handbook with representatives from the Police Department, Public Works Department and Administrative Department.

Village Manager Scott Botcher announced the bond call with Moody's this Thursday.

VILLAGE OF FOX POINT  
VILLAGE BOARD MEETING MINUTES  
JUNE 13, 2023

ADJOURNMENT

*Motion made by Trustee Fonstad, second by Trustee Anderson, and carried by roll call vote (7-0) to adjourn the Village Board meeting at 9:34 p.m.*

Respectfully submitted,

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

**VILLAGE OF FOX POINT  
SPECIAL VILLAGE BOARD MEETING MINUTES  
JUNE 20, 2023**

A special meeting of the Fox Point Village Board was held by a combination of in-person and virtual attendance via telephonic and video conferencing on Tuesday, June 20, 2023 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Symchych called the meeting to order at 3:00 p.m. and asked the Village Clerk Treasurer to take roll call. Roll Call of the Village Board present included:

Village President Christine Symchych  
Trustee Eric Fonstad  
Trustee Liz Sumner  
Trustee Greg Ollman  
Trustee Catie Anderson (via Zoom)  
Trustee Liz Aelion  
Trustee Jennie Stoltz

Also, present were Village Attorney Eric Larson, 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](http://www.villageoffoxpoint.com), as per 2015 Wisconsin Act 79 and as described in Village Ordinance Chapter 116-2, 116-2(C).

**CLOSED SESSION**

*Motion by Trustee Fonstad, seconded by Trustee Ollman, to convene into closed session at 3:02 p.m. p.m., Pursuant to State Statutes Sections, 19.85 (1)(g), to Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, namely for consideration of options available for the Beach Drive Lake Michigan revetment project that is under construction following receipt of a letter dated June 12, 2023 from Attorney Jane R. Landretti on behalf of Brian Reed, in which the property owner purports to withdraw permission for the work.*

*Roll Call Vote:*

|                    |     |
|--------------------|-----|
| Trustee Fonstad    | Aye |
| Trustee Sumner     | Aye |
| Trustee Ollman     | Aye |
| Trustee Anderson   | Aye |
| Trustee Aelion     | Aye |
| Trustee Stoltz     | Aye |
| President Symchych | Aye |

*Carried by roll call vote (7-0).*

**RECONVENE INTO OPEN SESSION**

*Motion by Trustee Fonstad, seconded by Trustee Ollman, and carried by roll call vote (7-0), to reconvene into open session at 3:30 p.m.*

VILLAGE OF FOX POINT  
SPECIAL VILLAGE BOARD MEETING MINUTES  
JUNE 20, 2023

No action was taken.

**ADJOURN**

*Motion by President Symchych, second by Trustee Fonstad, and carried by roll call vote (7-0) to adjourn the Village Board meeting at 3:31p.m.*

Respectfully submitted,



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

DRAFT



## 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:** Scott Brandmeier, Director of Public Works  
**Through:** Scott Botcher, Village Manager  
**Date:** June 26, 2023  
**Re:** Public Hearing – 2024 Community Development Block Grant (CDBG)  
Program Project List – Public Input

*SWB* *SB*

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Under the Community Development Block Grant (CDBG) Program run by the US Housing and Urban Development (HUD) through Milwaukee County, municipalities are required to hold a public hearing to make a determination on proposed projects for the 2024 CDBG program.

One recurring request is the reimbursement of lease costs for the LX Club which is an allowable cost under the CDBG program for eligible entities. The LX Club is an eligible entity as a senior based organization and is eligible to receive up to \$6,000 as reimbursement for lease expenses. As the Village of Fox Point reimburses the LX Club for their lease expenses, the Village is the appropriate entity to submit an application to Milwaukee County for these costs. Therefore, it is my recommendation that the Village Board authorize the Director of Public Works to submit the appropriate application materials to the Milwaukee County Department of Community Development for reimbursement of lease expenses for the LX Club for the 2024 fiscal year in the maximum amount of \$6,000.





## 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: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

CC: Mike Krueger, DPW Foreman

Date: July 6, 2023

Re: Municipal Sodium Chloride (Salt) Bids

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Each year, the Wisconsin Department of Transportation (WisDOT) accepts bids for sodium chloride to be used as a deicing agent on local roads. WisDOT solicits the bids and invites communities to participate in the bidding process by identifying the quantity of sodium chloride requested for the upcoming season. Fox Point, as well as many of the communities in Milwaukee County, has elected to participate in the bid process to achieve a lower unit price for its sodium chloride.

This year, the unit price for the sodium chloride is \$76.19 per ton, an increase of \$6.29 per ton over last season's price. It is my intent to purchase the following quantities for Fox Point:

1. 100 tons of guaranteed early fill (delivered prior to December 1, 2023) at a cost of \$7,619.
2. 800 tons of guaranteed seasonal fill (delivered prior to April 30, 2024) at a cost of \$60,952.
3. 180 tons of vendor reserve (which may be delivered at the discretion of the Village between December 1, 2023, and April 30, 2024) at a cost of \$13,714.20.

In 2023, the Village budgeted \$81,000 for salt purchases and has approximately \$14,000 remaining in the budget to cover the cost of the deliveries prior to the end of the year. During the budget process for 2024, DPW staff will recommend increasing the budget to \$83,000 to cover the cost of salt to be purchased under this contract as well as to purchase early fill salt as part of the 2024-2025 contract. The successful bidder was Compass Minerals from Overland Park, Kansas. Staff recommends the Village Board accept the bid of Compass Minerals that was negotiated by WisDOT and that the Village Board authorize the Director of Public Works to execute the Municipal Salt Agreement on behalf of the Village and submit the agreement to the State of Wisconsin Department of Transportation.



## 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:** July 6, 2023  
**Re:** Recommendation for Approval of Bid for Santa Monica Bridge Deck Sealing

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Every two years, the Village of Fox Point is required to submit a report to the Department of Transportation outlining the condition of the bridges in the Village. Bridge inspections are performed in even years by a certified bridge inspector and, during last year's inspection, our inspector from Michael Baker International noticed several narrow to medium cracks in the bridge deck and recommended deck sealing to alleviate continued expansion of the cracks in the deck.

Staff worked with Michael Baker International to develop plans and specifications for the work to be performed and opened bids for the work on July 6, 2023. One contractor submitted a bid for the work to be performed.

Norean Corporation submitted the bid for the work in the amount of \$29,470.00. Staff and Michael Baker have reviewed the bid and find that Norean Corporation is a qualified contractor to perform the work. Therefore, it is my recommendation that the Village Board approve the bid of Norean Corporation in the amount of \$29,470.00 and authorize the Village President and Village Clerk/ Treasurer to sign the contract. Funding will come from the Capital Project's Fund.



*We Make a Difference*

July 6, 2023

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

Re: 2023 Santa Monica Bridge Rehabilitation Project  
Contract Award Recommendation

Mr. Brandmeier:

Reference is made to the Village of Fox Point bid opening on July 6, 2023 for the Santa Monica Bridge Rehabilitation project. One bid was received. We have thoroughly examined the bid by the apparent low bidder, Norcon Corporation, and have determined them to be responsive and capable, and the contract price is considered fair and reasonable.

Michael Baker International recommends awarding the construction contract for the base bid only (deck and crack sealing) to Norcon Corporation in the amount of \$29,470.00. We recommend rejecting the supplemental bid (painting) and deferring that work until a later date.

If you have questions, please contact our Project Manager, Jason Sadowski at 414-751-9986 or [Jason.Sadowski@mbakerintl.com](mailto:Jason.Sadowski@mbakerintl.com).

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.

A handwritten signature in blue ink, appearing to read "Jason Sadowski", with a stylized flourish at the end.

Jason Sadowski, PE, SE  
Project Manager

# Proclamation

Wisconsin Stormwater Week  
August 5 - 13, 2023

**WHEREAS**, a significant source of pollutants entering the navigable waters of Wisconsin comes from polluted stormwater runoff that flows directly into our waters; and

**WHEREAS**, polluted stormwater runoff entering into rivers, lakes, streams, and other waterways can negatively affect wildlife, ecosystems, quality of drinking water, and recreational activity; and

**WHEREAS**, common sources of stormwater pollution are sediments, road salt, automotive chemicals, litter and debris, household hazardous chemicals, bacteria, nutrients, and yard and pet waste; and

**WHEREAS**, it is imperative that pollutants be prevented from entering stormwater runoff from Fox Point's roadways, homes, and businesses; and

**WHEREAS**, Fox Point has made significant strides to improve water quality by implementing green infrastructure projects; and

**WHEREAS**, this week provides an opportunity to educate and encourage greater efforts across Fox Point and Wisconsin to reduce stormwater pollution and adopt green infrastructure practices;

**Now, Therefore, I**, Christine Symchych, President of Village of Fox Point, do hereby recognize the week of August 5 through August 13, as Fox Point, Wisconsin Stormwater week.

Dated this 11<sup>th</sup> day of July, 2023.

Signed: \_\_\_\_\_  
Village President Christine Symchych

Attest: \_\_\_\_\_  
Village Clerk Treasurer Kelly Meyer



TO: Village Board

FROM: Kelly Meyer, Village Clerk/Treasurer 

THROUGH: Scott Botcher, Village Manager 

DATE: June 26, 2023

RE: **Accept Purchase of 6 New Badgerbook Clients and 2 Badgerbook Servers, as per PDS Quote**

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#### **Background and Overview**

Badger Books, previously known as E-poll books, were introduced at the Village Board level and approved under Capital Projects in the 2023 Village of Fox Point executive budget. After further review of Badgerbook equipment with Wisconsin Election Commission staff in Prairie du Chien on June 14<sup>th</sup>, Fox Point Clerk's Office staff is supportive of the purchase. The State of Wisconsin Election Commission has strongly recommended that for every 800 voters, a Badger Book should be purchased. Therefore, Village of Fox Point will be purchasing three Badgerbook clients and one server for each poll location, totaling six Badgerbook clients and two Badgerbook servers.

#### **Analysis**

The Village currently makes use of paper poll books and a paper process for voter's receipt of ballots, use of paper absentee logs and other documentation for absentee ballots, and use of paper voter registration forms which are all hand entered into WisVote individually by the clerk's office post-election.

The Badger Books are estimated to increase speed and efficiency to our community voting population by promising a smooth process of receipt for each voter's ballot in approximately 60 seconds, a smooth efficient process for voter registration and an efficient process for absentee ballots.

The process will make the poll location more efficient for voters, as follows:

1. The Badger Books will guide poll workers through the three steps to ensure voters who State, Show and Sign can continue to vote on Election Day.
2. With upwards of 3900 absentee ballots during a fall Presidential year and a continual climb in voting preference for Fox Point during large elections, poll workers and chief election inspectors will have efficient steps to process an absentee ballot in the Badger Books on Election Day.
3. The voter registration process will be largely poll worker directed overall. After voter completion, the voter will be found on the poll list and checked in along with other registered voters to receive a ballot. All new voter registration information will be uploaded from Badgerbook into WisVote during post-election activities.

**Fiscal Note**

The Village budgeted \$16,000 in the Capital Account #40-91000-878 for the estimated purchase price of six Badgerbook clients and two Badgerbook servers.

There will be additional on-going costs for annual maintenance, software licenses, election programming, supplies, etc. These costs will be budgeted annually in the General Fund Elections Account.

**Recommendation**

Staff recommends the Village Board accept the Badger Book Purchase for six Badgerbook clients quote #2259044 (\$12,336.00) and two Badgerbook servers quote #2259048 (\$4,745.90), in the amount of \$17,081.90, specific to elections.



## Program Overview

In 2017, Wisconsin Elections Commission (WEC) staff developed an electronic poll book system to be used in polling places in Wisconsin on Election Day.

Enabled by Wis. Stat. § 6.79(1m), the Badger Book is the only electronic poll book authorized for use in Wisconsin elections.

Within each polling place, Badger Books are connected securely to communicate to each other, but do not connect to the Internet or any other network outside the polling place.

After municipalities purchase the hardware, access to the free Badger Book application and support from WEC will be provided.

While Badger Books will improve the way municipalities administer elections, they are not mandatory and participation is optional.

If you have any questions about the Badger Book program or would like to learn more, please contact the Wisconsin Elections Commission at:

(608) 261-2028  
or  
[epollbook@wi.gov](mailto:epollbook@wi.gov)

For clerks, additional information about Badger Books can be found in The Learning Center.

## Badger Book

Wisconsin's Electronic Poll Book





## What is a Badger Book?

The Badger Book is an e-poll book. What does that mean?

“e” stands for electronic  
“poll book” stands for poll book

A Badger Book is a:

- ✓ Poll book
- ✓ Absentee ballot log
- ✓ Digital voter registration form

## What can Badger Books do for you?

- Quicker voter check-ins and registrations
- Process absentees in a snap
- Improve polling place flow
- No more splitting poll books
- Reduce poll worker mistakes
- Improve data quality
- Consolidate polling places
- Require fewer election inspectors
- Streamline post-election data entry and reconciliation
- Voters will be able to view their participation sooner in MyVote

## Election Day!

Prior to Election Day, the poll book for your entire municipality is loaded onto the Badger Book.



Badger Books complete three primary tasks on Election Day:

- ✓ Checking in voters
- ✓ Election Day Registrations
- ✓ Processing absentee ballots

After Election Day, participation data is taken from the Badger Book and uploaded into WisVote.

This includes in-person participation, absentee participation, and information from Election Day Registrations.

## Are Badger Books safe?

There are multiple layers of security to protect the system and voter information:

- BADGER BOOKS ARE NEVER CONNECTED TO THE INTERNET
- The data loaded onto Badger Books comes from WisVote, the secure statewide voter registration system
- Each Badger Book is password protected and each poll worker has their own user credentials to log in to the application
- Voter and participation data is encrypted and secure
- Badger Books communicate via a wireless router, but only within the polling place
- Like a paper poll book, only the data necessary to run an election is included, so no Personally Identifiable Information (PII) is accessible



# VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN



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

TO: Village Board

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

THROUGH: Scott Botcher   
Village Manager

DATE: June 28, 2023

RE: **NEW "Class B" Alcohol License – Maxfields, LLC, d/b/a, Maxfields Pancake House**

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## Background and Overview

Attached is a NEW "Class B" alcohol beverage license application for the 2023-24 fermented malt beverage and intoxicating liquor license as published in the North Shore Now on Wednesday, July 5, 2023.

Background investigations have been completed on the entity's agent by the Police Department and the individual agent has been recommended for approval by Police Chief Chris Freedy.

Section 125.86 of the Village Code states that no initial or renewal alcohol beverage license shall be granted to any person or premises for which taxes, assessments, utility bills or other claims of the Village are delinquent and unpaid. As of June 28, 2023, all outstanding financial obligations to the Village of Fox Point have been satisfied by the establishment applying for the NEW "Class B" liquor license for the period commencing on July 1, 2023 and expiring on June 30, 2024.

## Recommendation

Staff recommends the Village Board take the following actions:

1. Grant the approval for the issuance of three renewal "Class B" fermented malt beverage and intoxicating liquor licenses to the following establishment:
  - a. Maxfields, LLC, d/b/a, Maxfields Pancake House, 333 W Brown Deer Road, Suite D, Fox Point, WI 53217, Agent: Nikolia Zarmakoupis. Premise to be licensed, as described and located at: 333, W Brown Deer Road, Suite D (back portion of which lies in the Village of Fox Point), subject to the satisfaction of all outstanding financial obligations to the Village of Fox Point.

**VILLAGE OF FOX POINT  
OFFICIAL NOTICE  
2023 ALCOHOL BEVERAGE LICENSES**

Notice is hereby given that the following have submitted a new application to the Village of Fox Point Village Board for license to sell intoxicating liquors and malt beverages in the Village of Fox Point, granting of which is now pending.

**Class "B" fermented malt beverage and "Class B" intoxicating liquor (on or off-premises consumption):**

**NEW:** Maxfields, LLC, d/b/a, Maxfields Pancake House, 333 W Brown Deer Road, Suite D, Fox Point, WI 53217, Nikolia Zarmakoupis, Agent, premises to be licensed: 333 W Brown Deer Road, Suite D (back portion of which lies in the Village of Fox Point) Fox Point, WI 53217.

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

**Not an Invoice**

|                          |                                                                        |
|--------------------------|------------------------------------------------------------------------|
| <b>Account Number:</b>   | 960009                                                                 |
| <b>Customer Name:</b>    | Fox Point Village Of                                                   |
| <b>Customer Address:</b> | Fox Point Village Of<br>7200 N Santa Monica Blvd<br>Milwaukee WI 53217 |
| <b>Contact Name:</b>     | Fox Point Village Of                                                   |
| <b>Contact Phone:</b>    |                                                                        |
| <b>Contact Email:</b>    |                                                                        |
| <b>PO Number:</b>        | MAXFIELDS LLC                                                          |

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 06/28/2023 |
| <b>Order Number:</b>      | 8998003    |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |        |
|--------------------------|--------|
| <b>Column Count:</b>     | 1.0000 |
| <b>Line Count:</b>       | 1.0000 |
| <b>Height in Inches:</b> | 0.0000 |

**Print**

| Product            | #Insertions | Start - End             | Category       |
|--------------------|-------------|-------------------------|----------------|
| MJS jsonline.com   | 1           | 07/05/2023 - 07/05/2023 | Public Notices |
| MJS North Comm NOW | 1           | 07/05/2023 - 07/05/2023 | Public Notices |

|                                 |                |
|---------------------------------|----------------|
| <b>Total Order Confirmation</b> | <b>\$30.28</b> |
|---------------------------------|----------------|

**VILLAGE OF FOX POINT  
OFFICIAL NOTICE**

**2023 ALCOHOL BEVERAGE LICENSES**

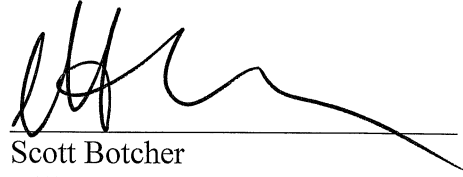
Notice is hereby given that the following have submitted a new application to the Village of Fox Point Village Board for license to sell intoxicating liquors and malt beverages in the Village of Fox Point, granting of which is now pending.

Class "B" fermented malt beverage and "Class B" intoxicating liquor (on or off-premises consumption):

NEW: Maxfields, LLC, d/b/a, Maxfields Pancake House, 333 W Brown Deer Road, Suite D, Fox Point, WI 53217, Nikolia Zarmakoupis, Agent, premises to be licensed: 333 W Brown Deer Road, Suite D (back portion of which lies in the Village of Fox Point) Fox Point, WI 53217.

Kelly A. Meyer, CMC/WCMC/CMTW  
Village Clerk Treasurer  
July 5, 2023 WNAXLP

This is to certify that the attached is true and correct list of bills due for a period from June 1-30, 2023, in the total amount of \$1,587,562.28. 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 July 11, 2023.

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Christine Symchych  
Village President

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

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report  
Report dates: 06/01/2023-06/30/2023

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| Vendor                                | Vendor Name                 | Invoice Number | Description                  | Invoice Date | Amount Paid | Date Paid  |
|---------------------------------------|-----------------------------|----------------|------------------------------|--------------|-------------|------------|
| <b>10-21520 GROUP LIFE</b>            |                             |                |                              |              |             |            |
| 18                                    | SECURIAN FINANCIAL GROUP I  | JULY 2023      | LIFE INSURANCE               | 06/08/2023   | 949.08      | 06/09/2023 |
| Total 10-21520 GROUP LIFE:            |                             |                |                              |              | 949.08      |            |
| <b>10-21521 SUPPLEMENTAL PLANS</b>    |                             |                |                              |              |             |            |
| 18                                    | SECURIAN FINANCIAL GROUP I  | 06/01/2023     | ACCIDENTAL                   | 06/08/2023   | 106.22      | 06/09/2023 |
| 1227                                  | AFLAC                       | 962053         | ACCT #G8B41                  | 05/26/2023   | 724.02      | 06/02/2023 |
| Total 10-21521 SUPPLEMENTAL PLANS:    |                             |                |                              |              | 830.24      |            |
| <b>10-21525 UNION DUES</b>            |                             |                |                              |              |             |            |
| 185                                   | FOX POINT POLICE PROT. ASS  | JUNE 2023      | POLICE DUES                  | 06/08/2023   | 450.00      | 06/09/2023 |
| Total 10-21525 UNION DUES:            |                             |                |                              |              | 450.00      |            |
| <b>10-21530 DEFERRED COMPENSATION</b> |                             |                |                              |              |             |            |
| 77                                    | MissionSquare - 303753      | PR0608231      | Deferred Comp ICMA-PRETAX    | 06/07/2023   | 1,180.14    | 06/09/2023 |
| 77                                    | MissionSquare - 303753      | PR0622231      | Deferred Comp ICMA-PRETAX    | 06/21/2023   | 1,180.14    | 06/23/2023 |
| 375                                   | NORTH SHORE BANK, FSB       | PR0608232      | Deferred Comp NORTH SHORE    | 06/07/2023   | 2,070.00    | 06/09/2023 |
| 375                                   | NORTH SHORE BANK, FSB       | PR0622232      | Deferred Comp NORTH SHORE    | 06/21/2023   | 2,180.00    | 06/23/2023 |
| 814                                   | GREAT-WEST TRUST COMPAN     | PR0608231      | Deferred Comp WI DEFER - PRE | 06/07/2023   | 3,387.60    | 06/09/2023 |
| 814                                   | GREAT-WEST TRUST COMPAN     | PR0608231      | Deferred Comp WI DEFER - RO  | 06/07/2023   | 845.00      | 06/09/2023 |
| 814                                   | GREAT-WEST TRUST COMPAN     | PR0622231      | Deferred Comp WI DEFER - PRE | 06/21/2023   | 3,387.60    | 06/23/2023 |
| 814                                   | GREAT-WEST TRUST COMPAN     | PR0622231      | Deferred Comp WI DEFER - RO  | 06/21/2023   | 845.00      | 06/23/2023 |
| Total 10-21530 DEFERRED COMPENSATION: |                             |                |                              |              | 15,075.48   |            |
| <b>10-21540 GARNISHMENT</b>           |                             |                |                              |              |             |            |
| 797                                   | WI SCTF                     | 06/09/2023     | REMIT 217318 CASE PIN 217318 | 06/08/2023   | 149.60      | 06/09/2023 |
| 797                                   | WI SCTF                     | 06/23/2023     | REMIT 217318 CASE PIN 217318 | 06/22/2023   | 149.60      | 06/23/2023 |
| Total 10-21540 GARNISHMENT:           |                             |                |                              |              | 299.20      |            |
| <b>10-23000 WORKERS COMPENSATION</b>  |                             |                |                              |              |             |            |
| 1658                                  | R & R INSURANCE SERVICES, I | 2850903        | WORKERS COMP                 | 06/08/2023   | 22,678.00   | 06/09/2023 |
| Total 10-23000 WORKERS COMPENSATION:  |                             |                |                              |              | 22,678.00   |            |
| <b>10-44530 PEDDLER'S PERMIT</b>      |                             |                |                              |              |             |            |
| 727                                   | WI DEPT. OF JUSTICE         | 1rwmbgjf       | PEDDLERS                     | 06/21/2023   | 28.00       | 06/23/2023 |
| 727                                   | WI DEPT. OF JUSTICE         | 3zndwn8t       | PEDDLERS                     | 06/21/2023   | 28.00       | 06/23/2023 |
| 727                                   | WI DEPT. OF JUSTICE         | exsd29cq       | PEDDLERS                     | 06/21/2023   | 35.00       | 06/23/2023 |
| 727                                   | WI DEPT. OF JUSTICE         | fmpfzfo6       | PEDDLERS                     | 06/21/2023   | 14.00       | 06/23/2023 |
| 727                                   | WI DEPT. OF JUSTICE         | ltcdmnlc       | PEDDLERS                     | 06/21/2023   | 28.00       | 06/23/2023 |
| Total 10-44530 PEDDLER'S PERMIT:      |                             |                |                              |              | 133.00      |            |
| <b>10-45100 FINES/FORFEITURES</b>     |                             |                |                              |              |             |            |
| 2698                                  | FRANKLIN POLICE DEPARTME    | CAMPBELL/MELIS | CAMPBELL/ MELISSA            | 06/01/2023   | 273.20      | 06/09/2023 |
| Total 10-45100 FINES/FORFEITURES:     |                             |                |                              |              | 273.20      |            |
| <b>10-46320 SPECIAL PICKUP</b>        |                             |                |                              |              |             |            |
| 1501                                  | DJK INVESTMENTS HOLDINGS    | 1.058902       | OVERPAY REFUNDED             | 06/13/2023   | 163.04      | 06/16/2023 |
| Total 10-46320 SPECIAL PICKUP:        |                             |                |                              |              | 163.04      |            |

VILLAGE OF FOX POINT

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| Vendor                                            | Vendor Name                | Invoice Number | Description         | Invoice Date | Amount Paid | Date Paid  |
|---------------------------------------------------|----------------------------|----------------|---------------------|--------------|-------------|------------|
| <b>10-46710 PAVILION RENTALS</b>                  |                            |                |                     |              |             |            |
| 1502                                              | GOTTSACKER, ELLYSE         | 03/30/2023     | PAVILLION DEPOSIT   | 06/14/2023   | 50.00       | 06/16/2023 |
| 1504                                              | WINTER, ARIELLE            | 05/08/2023     | PAVILLION DEPOSIT   | 06/14/2023   | 50.00       | 06/16/2023 |
| 1505                                              | MATTHE, JEWEL              | 1.058456       | PAVILLION DEPOSIT   | 06/20/2023   | 50.00       | 06/23/2023 |
| 1828                                              | GILSON, JOAN M             | 1.058445       | PAVILLION DEPOSIT   | 06/20/2023   | 50.00       | 06/23/2023 |
| Total 10-46710 PAVILION RENTALS:                  |                            |                |                     |              | 200.00      |            |
| <b>10-51100-310 SUPPLIES/EXPENSES</b>             |                            |                |                     |              |             |            |
| 57                                                | JPMORGAN CHASE BANK NA     | 05/27/2023     | BOARD               | 06/14/2023   | 40.00       | 06/16/2023 |
| 297                                               | MAJESTIC ENGRAVING CORP.   | 62613          | NAME PLATE          | 06/05/2023   | 55.00       | 06/09/2023 |
| Total 10-51100-310 SUPPLIES/EXPENSES:             |                            |                |                     |              | 95.00       |            |
| <b>10-51200-395 COUNTY COURT FEES</b>             |                            |                |                     |              |             |            |
| 330                                               | MILWAUKEE COUNTY TREASU    | MAY 2023       | DRIVER SUR/JAIL FEE | 06/05/2023   | 410.00      | 06/09/2023 |
| 552                                               | WISCONSIN, STATE OF - COUR | MAY 2023       | MAY                 | 06/05/2023   | 1,276.32    | 06/09/2023 |
| Total 10-51200-395 COUNTY COURT FEES:             |                            |                |                     |              | 1,686.32    |            |
| <b>10-51300-218 VILLAGE ATTORNEY</b>              |                            |                |                     |              |             |            |
| 535                                               | MUNICIPAL LAW & LITIGATION | 9788           | VLG ATTORNEY        | 06/08/2023   | 7,780.00    | 06/09/2023 |
| 535                                               | MUNICIPAL LAW & LITIGATION | 9883           | VLG ATTORNEY        | 06/15/2023   | 7,090.00    | 06/16/2023 |
| Total 10-51300-218 VILLAGE ATTORNEY:              |                            |                |                     |              | 14,870.00   |            |
| <b>10-51300-219 VILLAGE PROSECUTOR</b>            |                            |                |                     |              |             |            |
| 965                                               | PADWAY & PADWAY LTD        | 06/06/2023     | PROSECUTOR          | 06/14/2023   | 937.50      | 06/16/2023 |
| Total 10-51300-219 VILLAGE PROSECUTOR:            |                            |                |                     |              | 937.50      |            |
| <b>10-51410-322 TRAINING</b>                      |                            |                |                     |              |             |            |
| 57                                                | JPMORGAN CHASE BANK NA     | 05/27/2023     | MANAGER             | 06/14/2023   | 92.50       | 06/16/2023 |
| 57                                                | JPMORGAN CHASE BANK NA     | 05/27/2023     | MANAGER             | 06/14/2023   | 250.00      | 06/16/2023 |
| 57                                                | JPMORGAN CHASE BANK NA     | 05/27/2023     | MANAGER             | 06/14/2023   | 298.00      | 06/16/2023 |
| Total 10-51410-322 TRAINING:                      |                            |                |                     |              | 640.50      |            |
| <b>10-51420-322 TRAINING</b>                      |                            |                |                     |              |             |            |
| 57                                                | JPMORGAN CHASE BANK NA     | 05/27/2023     | CLERK               | 06/14/2023   | 179.00      | 06/16/2023 |
| Total 10-51420-322 TRAINING:                      |                            |                |                     |              | 179.00      |            |
| <b>10-51420-323 OFFICIAL PUBLICATIONS/NOTICES</b> |                            |                |                     |              |             |            |
| 5895                                              | MILW. JOURNAL SENTINAL (AD | 0005645457     | PUBLICATION         | 06/12/2023   | 86.40       | 06/16/2023 |
| Total 10-51420-323 OFFICIAL PUBLICATIONS/NOTICES: |                            |                |                     |              | 86.40       |            |
| <b>10-51440-233 EQUIPMENT MAINTENANCE</b>         |                            |                |                     |              |             |            |
| 774                                               | ELECTION SYSTEMS & SOFTW   | CD2061017      | MAINTENANCE         | 06/08/2023   | 325.00      | 06/09/2023 |
| Total 10-51440-233 EQUIPMENT MAINTENANCE:         |                            |                |                     |              | 325.00      |            |
| <b>10-51530-210 CONTRACT SERVICES</b>             |                            |                |                     |              |             |            |
| 2706                                              | ASSOCIATED APPRAISAL CON   | 168579         | MONTHLY/REVALUATION | 05/30/2023   | 4,051.88    | 06/02/2023 |
| Total 10-51530-210 CONTRACT SERVICES:             |                            |                |                     |              | 4,051.88    |            |

VILLAGE OF FOX POINT

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| Vendor                                       | Vendor Name                 | Invoice Number | Description             | Invoice Date | Amount Paid | Date Paid  |
|----------------------------------------------|-----------------------------|----------------|-------------------------|--------------|-------------|------------|
| <b>10-51600-210 CONTRACT SERVICES</b>        |                             |                |                         |              |             |            |
| 265                                          | GREATAMERICAN FINANCIAL S   | 34050730       | MONTHLY COPIER          | 05/26/2023   | 232.00      | 06/02/2023 |
| 405                                          | PITNEY BOWES INC.           | 3317454039     | LEASING                 | 05/30/2023   | 480.57      | 06/02/2023 |
| 477                                          | TAYLOR COMPUTER SERVICES    | 24891          | MANAGED SERVICES        | 06/16/2023   | 878.10      | 06/23/2023 |
| 789                                          | DO IT NOW CLEANING LLC      | 605            | MONTHLY CLEANING        | 06/08/2023   | 1,583.37    | 06/09/2023 |
| 1353                                         | FORWARD TS, LTD             | AR200123       | MONTHLY COPIES          | 06/09/2023   | 221.99      | 06/16/2023 |
| 2028                                         | GENERAL CODE                | GC00121526     | ANNUAL MAINTENANCE      | 06/08/2023   | 1,195.00    | 06/09/2023 |
| 2395                                         | CIVICPLUS LLC               | 265647         | ANNUAL FEE              | 06/21/2023   | 6,034.52    | 06/23/2023 |
| Total 10-51600-210 CONTRACT SERVICES:        |                             |                |                         |              | 10,625.55   |            |
| <b>10-51600-220 GAS-HEAT</b>                 |                             |                |                         |              |             |            |
| 536                                          | WE-ENERGIES                 | 5/26/2023      | 0702787382-00002        | 06/05/2023   | 182.52      | 06/09/2023 |
| Total 10-51600-220 GAS-HEAT:                 |                             |                |                         |              | 182.52      |            |
| <b>10-51600-221 ELECTRIC UTILITIES</b>       |                             |                |                         |              |             |            |
| 536                                          | WE-ENERGIES                 | 06/06/2023     | 0702787382-00009        | 06/13/2023   | 20.17       | 06/16/2023 |
| 536                                          | WE-ENERGIES                 | 5/26/2023      | 0702787382-00002        | 06/05/2023   | 1,226.72    | 06/09/2023 |
| Total 10-51600-221 ELECTRIC UTILITIES:       |                             |                |                         |              | 1,246.89    |            |
| <b>10-51600-222 TELEPHONE UTILITIES</b>      |                             |                |                         |              |             |            |
| 2691                                         | CENTURYLINK-BUSINESS SVC.   | 644495776      | 87619173                | 06/13/2023   | .41         | 06/16/2023 |
| 5312                                         | AT & T- VILLAGE             | 05/22/2023     | 414 351-8900 758 7      | 05/30/2023   | 63.50       | 06/02/2023 |
| Total 10-51600-222 TELEPHONE UTILITIES:      |                             |                |                         |              | 63.91       |            |
| <b>10-51600-223 WATER/SEWER UTILITIES</b>    |                             |                |                         |              |             |            |
| 186                                          | FOX POINT, VILLAGE OF - W/U | 02/01-05/01/23 | VH WATER AND SEWER      | 06/06/2023   | 844.82      | 06/09/2023 |
| Total 10-51600-223 WATER/SEWER UTILITIES:    |                             |                |                         |              | 844.82      |            |
| <b>10-51600-234 VILLAGE HALL MAINTENANCE</b> |                             |                |                         |              |             |            |
| 57                                           | JPMORGAN CHASE BANK NA      | 05/27/2023     | VILLAGE                 | 06/14/2023   | 568.96      | 06/16/2023 |
| 502                                          | VILLAGE HARDWARE - VH       | 229572/1       | VLG HALL SUPPLIES       | 06/06/2023   | 28.79       | 06/09/2023 |
| 502                                          | VILLAGE HARDWARE - VH       | 229672/1       | MISC                    | 06/08/2023   | 39.56       | 06/16/2023 |
| 502                                          | VILLAGE HARDWARE - VH       | 229716/1       | MISC                    | 06/08/2023   | 30.40       | 06/16/2023 |
| 892                                          | SPECTRUM                    | 06/07/2023     | 8348 10 012 0042231 VLG | 06/15/2023   | 12.05       | 06/16/2023 |
| 1710                                         | UP NORTH SERVICES           | 4355           | PEST CONTROL VLG        | 06/21/2023   | 50.00       | 06/23/2023 |
| 1751                                         | ACTION HEATING COOLING & P  | 116993         | REPAIRS VLG             | 06/08/2023   | 298.00      | 06/16/2023 |
| 4529                                         | NEU'S BUILDING CENTER, INC. | 4569418        | MISC                    | 06/06/2023   | 26.99       | 06/09/2023 |
| Total 10-51600-234 VILLAGE HALL MAINTENANCE: |                             |                |                         |              | 1,054.75    |            |
| <b>10-51600-310 SUPPLIES/MISC EXPENSES</b>   |                             |                |                         |              |             |            |
| 57                                           | JPMORGAN CHASE BANK NA      | 05/27/2023     | VILLAGE                 | 06/14/2023   | 30.09       | 06/16/2023 |
| 57                                           | JPMORGAN CHASE BANK NA      | 05/27/2023     | VILLAGE                 | 06/14/2023   | 71.66       | 06/16/2023 |
| 57                                           | JPMORGAN CHASE BANK NA      | 05/27/2023     | VILLAGE                 | 06/14/2023   | 89.90       | 06/16/2023 |
| Total 10-51600-310 SUPPLIES/MISC EXPENSES:   |                             |                |                         |              | 191.65      |            |
| <b>10-51700-510 INSURANCE</b>                |                             |                |                         |              |             |            |
| 1658                                         | R & R INSURANCE SERVICES, I | 2850904        | PKG C                   | 06/08/2023   | 26,376.00   | 06/09/2023 |
| Total 10-51700-510 INSURANCE:                |                             |                |                         |              | 26,376.00   |            |



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| <b>10-51700-511 GROUP HEALTH - RETIREES</b>      |                             |                 |                            |              |             |            |
| 433                                              | RESNICK, AMY                | 41              | HEALTH INSURANCE REIMBUR   | 06/01/2023   | 790.63      | 06/02/2023 |
| 435                                              | RIES, DANIEL                | 57              | HEALTH                     | 06/01/2023   | 896.14      | 06/02/2023 |
| 446                                              | SHELLING JUDITH             | 20              | REIMBURSEMENT              | 06/01/2023   | 275.86      | 06/02/2023 |
| 520                                              | WICHMAN, MICHELLE           | 2               | MONTHLY                    | 06/01/2023   | 375.00      | 06/02/2023 |
| 638                                              | KRIEFALL, DONALD A          | 85              | HEALTH INSURANCE REIMBUR   | 06/01/2023   | 825.89      | 06/02/2023 |
| 2194                                             | OBREMSKI, DANIEL            | 6               | SUPPLEMENTAL PAY           | 06/01/2023   | 375.00      | 06/02/2023 |
| Total 10-51700-511 GROUP HEALTH - RETIREES:      |                             |                 |                            |              | 3,538.52    |            |
| <b>10-52100-180 RECRUITMENT</b>                  |                             |                 |                            |              |             |            |
| 1069                                             | ASCENSION MEDICAL GROUP/    | 411331          | PRE EMPLOY                 | 06/08/2023   | 69.00       | 06/09/2023 |
| Total 10-52100-180 RECRUITMENT:                  |                             |                 |                            |              | 69.00       |            |
| <b>10-52100-210 POLICE MAINTENANCE CONTRACTS</b> |                             |                 |                            |              |             |            |
| 1710                                             | UP NORTH SERVICES           | 4356            | POLICE PEST CONTROL        | 06/19/2023   | 50.00       | 06/23/2023 |
| 5152                                             | JAMES IMAGING SYSTEMS, IN   | 1327200         | POLICE DEPARTMENT          | 06/21/2023   | 102.92      | 06/23/2023 |
| Total 10-52100-210 POLICE MAINTENANCE CONTRACTS: |                             |                 |                            |              | 152.92      |            |
| <b>10-52100-220 GAS UTILITIES</b>                |                             |                 |                            |              |             |            |
| 536                                              | WE-ENERGIES                 | 5/25/23         | 0702787382-00008           | 05/30/2023   | 339.02      | 06/02/2023 |
| Total 10-52100-220 GAS UTILITIES:                |                             |                 |                            |              | 339.02      |            |
| <b>10-52100-221 ELECTRIC UTILITIES</b>           |                             |                 |                            |              |             |            |
| 536                                              | WE-ENERGIES                 | 05/26/2023      | 0702787382-00006           | 06/01/2023   | 1,696.63    | 06/02/2023 |
| 536                                              | WE-ENERGIES                 | 5/25/23         | 0702787382-00015           | 05/30/2023   | 30.00       | 06/02/2023 |
| Total 10-52100-221 ELECTRIC UTILITIES:           |                             |                 |                            |              | 1,726.63    |            |
| <b>10-52100-222 TELEPHONE UTILITIES</b>          |                             |                 |                            |              |             |            |
| 892                                              | SPECTRUM                    | 070433001060123 | 070433001                  | 06/19/2023   | 932.95      | 06/23/2023 |
| 892                                              | SPECTRUM                    | 20230601OTA     | 8348 10 012 0041845 POLICE | 06/19/2023   | 24.11       | 06/23/2023 |
| 2136                                             | VERIZON WIRELESS            | 9936500620      | 786223225-00001 POLICE     | 06/19/2023   | 287.86      | 06/23/2023 |
| 2691                                             | CENTURYLINK-BUSINESS SVC.   | 644495776       | 87619173                   | 06/13/2023   | .40         | 06/16/2023 |
| 5312                                             | AT & T- VILLAGE             | 05/22/2023      | 414 351-8900 758 7         | 05/30/2023   | 39.69       | 06/02/2023 |
| Total 10-52100-222 TELEPHONE UTILITIES:          |                             |                 |                            |              | 1,285.01    |            |
| <b>10-52100-223 WATER/SEWER UTILITIES</b>        |                             |                 |                            |              |             |            |
| 186                                              | FOX POINT, VILLAGE OF - W/U | 2/1-5/1/23      | POLICE WATER AND SEWER     | 06/05/2023   | 1,457.21    | 06/09/2023 |
| Total 10-52100-223 WATER/SEWER UTILITIES:        |                             |                 |                            |              | 1,457.21    |            |
| <b>10-52100-232 VEHICLE MAINTENANCE</b>          |                             |                 |                            |              |             |            |
| 503                                              | VILLAGE HARDWARE - DPS      | 229452          | WINDSHIELD WASH            | 05/30/2023   | 19.90       | 06/02/2023 |
| Total 10-52100-232 VEHICLE MAINTENANCE:          |                             |                 |                            |              | 19.90       |            |
| <b>10-52100-233 EQUIPMENT MAINTENANCE</b>        |                             |                 |                            |              |             |            |
| 57                                               | JPMORGAN CHASE BANK NA      | 05/27/2023      | POLICE                     | 06/14/2023   | 36.91       | 06/16/2023 |
| 57                                               | JPMORGAN CHASE BANK NA      | 05/27/2023      | POLICE                     | 06/14/2023   | 52.75       | 06/16/2023 |
| 57                                               | JPMORGAN CHASE BANK NA      | 05/27/2023      | POLICE                     | 06/14/2023   | 47.70       | 06/16/2023 |
| 57                                               | JPMORGAN CHASE BANK NA      | 05/27/2023      | POLICE                     | 06/14/2023   | 109.88      | 06/16/2023 |
| 1246                                             | SECURE FIRE & SAFETY LLC    | 37927           | ANNUAL POLICE              | 05/30/2023   | 48.45       | 06/02/2023 |
| 5747                                             | PROFESSIONAL ID CARDS, INC  | 18938           | ID CARDS                   | 05/30/2023   | 19.00       | 06/02/2023 |

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| 5747                                             | PROFESSIONAL ID CARDS, INC | 19045            | ID CARD                    | 06/21/2023   | 19.00       | 06/23/2023 |
| 5839                                             | LEXISNEXIS                 | 1246411-20230531 | MONTHLY FEE                | 06/08/2023   | 30.00       | 06/09/2023 |
| Total 10-52100-233 EQUIPMENT MAINTENANCE:        |                            |                  |                            |              | 363.69      |            |
| <b>10-52100-234 BUILDING MAINTENANCE</b>         |                            |                  |                            |              |             |            |
| 57                                               | JPMORGAN CHASE BANK NA     | 05/27/2023       | POLICE                     | 06/14/2023   | 103.22      | 06/16/2023 |
| 503                                              | VILLAGE HARDWARE - DPS     | 229730           | MISC                       | 06/08/2023   | 19.65       | 06/09/2023 |
| 503                                              | VILLAGE HARDWARE - DPS     | 229865           | MISC                       | 06/19/2023   | 31.12       | 06/23/2023 |
| 1412                                             | CONDITIONED AIR DESIGNED I | 42228            | REPAIR                     | 06/21/2023   | 340.00      | 06/23/2023 |
| Total 10-52100-234 BUILDING MAINTENANCE:         |                            |                  |                            |              | 493.99      |            |
| <b>10-52100-238 RADIO MAINTENANCE</b>            |                            |                  |                            |              |             |            |
| 4976                                             | GENERAL COMMUNICATIONS     | 320190           | REPAIR                     | 05/30/2023   | 274.50      | 06/02/2023 |
| Total 10-52100-238 RADIO MAINTENANCE:            |                            |                  |                            |              | 274.50      |            |
| <b>10-52100-322 TRAINING</b>                     |                            |                  |                            |              |             |            |
| 57                                               | JPMORGAN CHASE BANK NA     | 05/27/2023       | POLICE                     | 06/14/2023   | 238.00      | 06/16/2023 |
| Total 10-52100-322 TRAINING:                     |                            |                  |                            |              | 238.00      |            |
| <b>10-52100-330 CLOTHING ALLOWANCE</b>           |                            |                  |                            |              |             |            |
| 57                                               | JPMORGAN CHASE BANK NA     | 05/27/2023       | POLICE                     | 06/14/2023   | 134.95      | 06/16/2023 |
| 473                                              | STREICHER'S                | 1367185          | SQUAD LIGHT                | 06/08/2023   | 22.99       | 06/09/2023 |
| 473                                              | STREICHER'S                | 1637187          | ADAMAITIS                  | 06/08/2023   | 121.97      | 06/09/2023 |
| 473                                              | STREICHER'S                | 1637189          | BONEBRAKE                  | 06/08/2023   | 119.98      | 06/09/2023 |
| 473                                              | STREICHER'S                | 1638743          | BONEBRAKE                  | 06/21/2023   | 811.82      | 06/23/2023 |
| 473                                              | STREICHER'S                | 1638744          | DUBNICKA                   | 06/21/2023   | 108.80      | 06/23/2023 |
| 473                                              | STREICHER'S                | 1639118          | WIESMUELLER                | 06/21/2023   | 12.99       | 06/23/2023 |
| 473                                              | STREICHER'S                | 1639119          | BONEBRAKE                  | 06/21/2023   | 825.00      | 06/23/2023 |
| 473                                              | STREICHER'S                | 1639468          | BONEBRAKE                  | 06/21/2023   | 144.99      | 06/23/2023 |
| Total 10-52100-330 CLOTHING ALLOWANCE:           |                            |                  |                            |              | 2,303.49    |            |
| <b>10-52100-334 JANITORIAL SUPPLIES</b>          |                            |                  |                            |              |             |            |
| 57                                               | JPMORGAN CHASE BANK NA     | 05/27/2023       | POLICE                     | 06/14/2023   | 126.60      | 06/16/2023 |
| 57                                               | JPMORGAN CHASE BANK NA     | 05/27/2023       | POLICE                     | 06/14/2023   | 5.92        | 06/16/2023 |
| 57                                               | JPMORGAN CHASE BANK NA     | 05/27/2023       | POLICE                     | 06/14/2023   | 48.44       | 06/16/2023 |
| 393                                              | PACKERLAND RENT-A-MAT INC. | 3013351          | 10586-10586 POLICE DEPARTM | 05/30/2023   | 139.52      | 06/02/2023 |
| 393                                              | PACKERLAND RENT-A-MAT INC. | 3020706          | 10586-10586 POLICE DEPARTM | 06/19/2023   | 139.52      | 06/23/2023 |
| 1585                                             | QUILL CORPORTATION         | 32893245         | PAPER                      | 06/21/2023   | 187.96      | 06/23/2023 |
| Total 10-52100-334 JANITORIAL SUPPLIES:          |                            |                  |                            |              | 647.96      |            |
| <b>10-52100-335 SCHOOL EXPENSES</b>              |                            |                  |                            |              |             |            |
| 511                                              | WAUKESHA COUNT TECH. COL   | 801730           | TRAINING                   | 05/30/2023   | 266.38      | 06/02/2023 |
| 1187                                             | WI DARE OFFICERS CONFERE   | 2023WDOA         | DARE CONFERENCE            | 06/08/2023   | 200.00      | 06/09/2023 |
| 1539                                             | HYATT ON MAIN              | 36145822         | LODGING                    | 06/19/2023   | 198.00      | 06/23/2023 |
| Total 10-52100-335 SCHOOL EXPENSES:              |                            |                  |                            |              | 664.38      |            |
| <b>10-52100-350 BIKE/PERSONAL SAFETY EXPENSE</b> |                            |                  |                            |              |             |            |
| 57                                               | JPMORGAN CHASE BANK NA     | 05/27/2023       | POLICE                     | 06/14/2023   | 39.16       | 06/16/2023 |
| Total 10-52100-350 BIKE/PERSONAL SAFETY EXPENSE: |                            |                  |                            |              | 39.16       |            |

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| <b>10-52200-224 NORTH SHORE FIRE DEPARTMENT</b>        |                             |                |                      |              |             |            |
| 54                                                     | NORTH SHORE FIRE DEPARTM    | 202328         | OPERATING            | 06/08/2023   | 300,570.00  | 06/09/2023 |
| Total 10-52200-224 NORTH SHORE FIRE DEPARTMENT:        |                             |                |                      |              | 300,570.00  |            |
| <b>10-53100-233 GIS MAINTENANCE</b>                    |                             |                |                      |              |             |            |
| 39                                                     | RUEKERT MIELKE, INC.        | 146259         | GIS DATA MAINT       | 05/26/2023   | 1,167.85    | 06/02/2023 |
| 39                                                     | RUEKERT MIELKE, INC.        | 146604         | GIS DATA MAINT       | 05/26/2023   | 5,228.00    | 06/02/2023 |
| Total 10-53100-233 GIS MAINTENANCE:                    |                             |                |                      |              | 6,395.85    |            |
| <b>10-53200-400 MATERIALS</b>                          |                             |                |                      |              |             |            |
| 327                                                    | MENARD'S - MILWAUKEE        | 68215          | MISC                 | 06/08/2023   | 12.98       | 06/16/2023 |
| Total 10-53200-400 MATERIALS:                          |                             |                |                      |              | 12.98       |            |
| <b>10-53300-221 STREET LIGHTS - ELECTRIC</b>           |                             |                |                      |              |             |            |
| 536                                                    | WE-ENERGIES                 | 06/06/2023     | 0702787382-00001     | 06/13/2023   | 182.27      | 06/16/2023 |
| 536                                                    | WE-ENERGIES                 | 06/09/2023     | 0702787382-00013     | 06/14/2023   | 17.81       | 06/16/2023 |
| Total 10-53300-221 STREET LIGHTS - ELECTRIC:           |                             |                |                      |              | 200.08      |            |
| <b>10-53300-405 STREET MATERIALS</b>                   |                             |                |                      |              |             |            |
| 1479                                                   | TRAFFIC ANALYSIS & DESIGN I | 14040          | ENGINEERING SVCS     | 05/26/2023   | 2,852.00    | 06/02/2023 |
| 1496                                                   | AM CONSTRUCTION SUPPLY I    | 2412           | CONCRETE/STEEL REBAR | 06/01/2023   | 299.99      | 06/02/2023 |
| 5506                                                   | HANKE TERMINALS             | 153182A        | STONE                | 06/08/2023   | 1,348.68    | 06/16/2023 |
| Total 10-53300-405 STREET MATERIALS:                   |                             |                |                      |              | 4,500.67    |            |
| <b>10-53300-495 MISCELLANEOUS SUPPLIES &amp; TOOLS</b> |                             |                |                      |              |             |            |
| 327                                                    | MENARD'S - MILWAUKEE        | 68215          | MISC                 | 06/08/2023   | 9.99        | 06/16/2023 |
| 4529                                                   | NEU'S BUILDING CENTER, INC. | 4569418        | MISC                 | 06/06/2023   | 348.99      | 06/09/2023 |
| Total 10-53300-495 MISCELLANEOUS SUPPLIES & TOOLS:     |                             |                |                      |              | 358.98      |            |
| <b>10-53400-221 BUS STOP-ELECTRIC</b>                  |                             |                |                      |              |             |            |
| 536                                                    | WE-ENERGIES                 | 06/09/2023     | 0702787382-00016     | 06/14/2023   | 15.75       | 06/16/2023 |
| 536                                                    | WE-ENERGIES                 | 06/09/2023     | 0702787382-00005     | 06/14/2023   | 15.75       | 06/16/2023 |
| 536                                                    | WE-ENERGIES                 | 06/13/2023     | 0702787382-00003     | 06/20/2023   | 17.64       | 06/23/2023 |
| Total 10-53400-221 BUS STOP-ELECTRIC:                  |                             |                |                      |              | 49.14       |            |
| <b>10-53630-370 LANDFILL FEES</b>                      |                             |                |                      |              |             |            |
| 1298                                                   | WASTE MANAGEMENT OF WI-M    | 0000861-1996-3 | MSW                  | 06/08/2023   | 8,073.61    | 06/09/2023 |
| Total 10-53630-370 LANDFILL FEES:                      |                             |                |                      |              | 8,073.61    |            |
| <b>10-53642-400 MATERIALS</b>                          |                             |                |                      |              |             |            |
| 1298                                                   | WASTE MANAGEMENT OF WI-M    | 0067354-2286-4 | YARDWASTE            | 06/08/2023   | 1,255.88    | 06/09/2023 |
| Total 10-53642-400 MATERIALS:                          |                             |                |                      |              | 1,255.88    |            |
| <b>10-53700-300 MISCELLANEOUS EXPENSE</b>              |                             |                |                      |              |             |            |
| 2241                                                   | ITU ABSORB TECH, INC        | 8135886        | SHOP                 | 06/08/2023   | 11.90       | 06/16/2023 |
| 2241                                                   | ITU ABSORB TECH, INC        | 8143940        | SHOP                 | 06/21/2023   | 11.90       | 06/23/2023 |
| Total 10-53700-300 MISCELLANEOUS EXPENSE:              |                             |                |                      |              | 23.80       |            |

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| <b>10-53700-341 REPAIR PARTS</b>          |                             |                |                    |              |             |            |
| 57                                        | JPMORGAN CHASE BANK NA      | 05/27/2023     | SHOP               | 06/14/2023   | 395.25      | 06/16/2023 |
| 57                                        | JPMORGAN CHASE BANK NA      | 05/27/2023     | SHOP               | 06/14/2023   | 58.78       | 06/16/2023 |
| 57                                        | JPMORGAN CHASE BANK NA      | 05/27/2023     | SHOP               | 06/14/2023   | 50.40       | 06/16/2023 |
| 89                                        | FABICK CAT                  | SIMK0050848    | TROUBLESHOOT       | 06/21/2023   | 1,610.83    | 06/23/2023 |
| 286                                       | BOB LURIE GLASS CORP.       | 90558          | GLASS              | 06/21/2023   | 292.00      | 06/23/2023 |
| 368                                       | MID-STATE EQUIPMENT         | H08927         | PARTS              | 06/08/2023   | 623.61      | 06/16/2023 |
| 368                                       | MID-STATE EQUIPMENT         | H08964         | PARTS              | 06/08/2023   | 46.38       | 06/16/2023 |
| 457                                       | SEWER EQUIPMENT CO. OF A    | 0000210413     | PARTS              | 06/21/2023   | 227.14      | 06/23/2023 |
| 547                                       | ROLAND MACHINERY            | 40118383       | LUBE SPIN          | 06/08/2023   | 132.24      | 06/16/2023 |
| 591                                       | CUMMINS INC.                | F6-54926       | PARTS              | 06/08/2023   | 501.72      | 06/16/2023 |
| 631                                       | FACTORY MOTOR PARTS         | 160-172918     | MISC               | 06/08/2023   | 9.80        | 06/16/2023 |
| 631                                       | FACTORY MOTOR PARTS         | 160-173224     | MISC               | 06/08/2023   | 75.00       | 06/16/2023 |
| 631                                       | FACTORY MOTOR PARTS         | 160-174175     | PARTS              | 06/21/2023   | 62.25       | 06/23/2023 |
| 631                                       | FACTORY MOTOR PARTS         | 160-174727     | BATTERY LESS CORE  | 06/21/2023   | 99.53       | 06/23/2023 |
| 631                                       | FACTORY MOTOR PARTS         | 50-4585508     | PARTS              | 06/21/2023   | 33.02       | 06/23/2023 |
| 1042                                      | EJ EQUIPMENT INC            | P09782         | MISC               | 06/21/2023   | 223.90      | 06/23/2023 |
| 1178                                      | R.N.O.W., INC               | 2023-66061     | PARTS              | 06/21/2023   | 199.62      | 06/23/2023 |
| 1629                                      | CASPER'S TRUCK EQUIPMENT    | 0056755-IN     | PARTS              | 06/21/2023   | 308.74      | 06/23/2023 |
| 1629                                      | CASPER'S TRUCK EQUIPMENT    | 0057114-IN     | PARTS              | 06/21/2023   | 727.45      | 06/23/2023 |
| 1629                                      | CASPER'S TRUCK EQUIPMENT    | 0057217-IN     | PARTS              | 06/21/2023   | 540.80      | 06/23/2023 |
| 1629                                      | CASPER'S TRUCK EQUIPMENT    | 0057359-IN     | SERVICE/PARTS      | 06/21/2023   | 4,509.00    | 06/23/2023 |
| 4777                                      | BATTERIES PLUS -            | P62800151      | BATTERY            | 06/08/2023   | 106.46      | 06/16/2023 |
| 4777                                      | BATTERIES PLUS -            | P62828514      | 12VOLT             | 06/08/2023   | 90.37       | 06/16/2023 |
| Total 10-53700-341 REPAIR PARTS:          |                             |                |                    |              | 10,924.29   |            |
| <b>10-53700-343 FUEL</b>                  |                             |                |                    |              |             |            |
| 2179                                      | EDWARD H. WOLF & SON'S INC  | 464574         | FUEL               | 06/01/2023   | 1,662.30    | 06/02/2023 |
| 2179                                      | EDWARD H. WOLF & SON'S INC  | 464586         | FUEL               | 06/01/2023   | 1,546.42    | 06/02/2023 |
| 2179                                      | EDWARD H. WOLF & SON'S INC  | 478282         | FUEL               | 06/15/2023   | 1,810.75    | 06/16/2023 |
| 2179                                      | EDWARD H. WOLF & SON'S INC  | 478331         | FUEL               | 06/15/2023   | 970.82      | 06/16/2023 |
| Total 10-53700-343 FUEL:                  |                             |                |                    |              | 5,990.29    |            |
| <b>10-53700-346 MISC DPW SHOP TOOLS</b>   |                             |                |                    |              |             |            |
| 5528                                      | TODD A GAULKE AUTHORIZE D   | 053023100851   | SMALL TOOLS        | 06/08/2023   | 359.05      | 06/16/2023 |
| Total 10-53700-346 MISC DPW SHOP TOOLS:   |                             |                |                    |              | 359.05      |            |
| <b>10-53800-220 GAS UTILITIES</b>         |                             |                |                    |              |             |            |
| 536                                       | WE-ENERGIES                 | 5/26/2023      | 0702787382-00002   | 06/05/2023   | 182.52      | 06/09/2023 |
| Total 10-53800-220 GAS UTILITIES:         |                             |                |                    |              | 182.52      |            |
| <b>10-53800-221 ELECTRIC UTILITIES</b>    |                             |                |                    |              |             |            |
| 536                                       | WE-ENERGIES                 | 5/26/2023      | 0702787382-00002   | 06/05/2023   | 1,226.71    | 06/09/2023 |
| Total 10-53800-221 ELECTRIC UTILITIES:    |                             |                |                    |              | 1,226.71    |            |
| <b>10-53800-222 TELEPHONE UTILITIES</b>   |                             |                |                    |              |             |            |
| 5312                                      | AT & T- VILLAGE             | 05/22/2023     | 414 351-8900 758 7 | 05/30/2023   | 55.57       | 06/02/2023 |
| Total 10-53800-222 TELEPHONE UTILITIES:   |                             |                |                    |              | 55.57       |            |
| <b>10-53800-223 WATER/SEWER UTILITIES</b> |                             |                |                    |              |             |            |
| 186                                       | FOX POINT, VILLAGE OF - W/U | 02/01-05/01/23 | VH WATER AND SEWER | 06/06/2023   | 844.82      | 06/09/2023 |

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| Total 10-53800-223 WATER/SEWER UTILITIES: |                             |                |                   |              | 844.82      |            |
| <b>10-53800-224 CELL PHONES</b>           |                             |                |                   |              |             |            |
| 57                                        | JPMORGAN CHASE BANK NA      | 05/27/2023     | DPW               | 06/14/2023   | .99         | 06/16/2023 |
| 2136                                      | VERIZON WIRELESS            | 9936246654     | 787000169-00001   | 06/16/2023   | 195.65      | 06/23/2023 |
| Total 10-53800-224 CELL PHONES:           |                             |                |                   |              | 196.64      |            |
| <b>10-53800-300 MISCELLANEOUS EXPENSE</b> |                             |                |                   |              |             |            |
| 1074                                      | MATHESON TRI-GAS, INC       | 52183628       | ACETYLENE         | 06/08/2023   | 48.35       | 06/16/2023 |
| 1471                                      | OFFICE FURNITURE RESOURC    | Inv020825      | BALANCE           | 06/07/2023   | 325.00      | 06/09/2023 |
| 2241                                      | ITU ABSORB TECH, INC        | 8135888        | TOWELS/MATS       | 06/08/2023   | 217.52      | 06/16/2023 |
| 2241                                      | ITU ABSORB TECH, INC        | 8143942        | DPW               | 06/21/2023   | 27.73       | 06/23/2023 |
| Total 10-53800-300 MISCELLANEOUS EXPENSE: |                             |                |                   |              | 618.60      |            |
| <b>10-53800-333 SAFETY PROGRAM</b>        |                             |                |                   |              |             |            |
| 671                                       | AIRGAS                      | 9138952930     | VEST              | 06/21/2023   | 113.63      | 06/23/2023 |
| 671                                       | AIRGAS                      | 9138952931     | VEST              | 06/21/2023   | 94.80       | 06/23/2023 |
| Total 10-53800-333 SAFETY PROGRAM:        |                             |                |                   |              | 208.43      |            |
| <b>10-53900-324 DRUG TESTING</b>          |                             |                |                   |              |             |            |
| 5247                                      | CONCENTRA MEDICAL CENTE     | 16560985       | RANDOM TEST       | 06/14/2023   | 230.00      | 06/16/2023 |
| Total 10-53900-324 DRUG TESTING:          |                             |                |                   |              | 230.00      |            |
| <b>10-54100-215 CONTRACT - HEALTH</b>     |                             |                |                   |              |             |            |
| 2091                                      | NORTH SHORE HEALTH DEPT     | 23-0001312     | 3RD QTR SERVICES  | 06/14/2023   | 12,520.50   | 06/16/2023 |
| Total 10-54100-215 CONTRACT - HEALTH:     |                             |                |                   |              | 12,520.50   |            |
| <b>10-55200-435 PLAYGROUND MATERIALS</b>  |                             |                |                   |              |             |            |
| 943                                       | MOST DEPENDABLE FOUNTAIN    | 73558          | PARTS             | 06/06/2023   | 302.00      | 06/09/2023 |
| 1565                                      | DTAK LLC                    | 59571          | WOOD FIBER        | 06/06/2023   | 2,400.00    | 06/09/2023 |
| Total 10-55200-435 PLAYGROUND MATERIALS:  |                             |                |                   |              | 2,702.00    |            |
| <b>10-55400-430 LX CLUB MATERIALS</b>     |                             |                |                   |              |             |            |
| 890                                       | FOX POINT BAYSIDE LX CLUB   | 4.23.23        | LX CLUB FEES      | 06/13/2023   | 50.00       | 06/16/2023 |
| 890                                       | FOX POINT BAYSIDE LX CLUB   | 6.7.23         | LX CLUB FEES      | 06/13/2023   | 200.00      | 06/16/2023 |
| Total 10-55400-430 LX CLUB MATERIALS:     |                             |                |                   |              | 250.00      |            |
| <b>10-55440-220 GAS UTILITIES</b>         |                             |                |                   |              |             |            |
| 536                                       | WE-ENERGIES                 | 06/12/2023     | 0702787382-00011  | 06/15/2023   | 57.63       | 06/16/2023 |
| Total 10-55440-220 GAS UTILITIES:         |                             |                |                   |              | 57.63       |            |
| <b>10-55440-221 ELECTRIC UTILITIES</b>    |                             |                |                   |              |             |            |
| 536                                       | WE-ENERGIES                 | 06/09/2023     | 0702787382-00010  | 06/14/2023   | 103.56      | 06/16/2023 |
| Total 10-55440-221 ELECTRIC UTILITIES:    |                             |                |                   |              | 103.56      |            |
| <b>10-55440-450 SKATE RINK MATERIALS</b>  |                             |                |                   |              |             |            |
| 186                                       | FOX POINT, VILLAGE OF - W/U | 02/01-05/01/23 | L, ICE RINK       | 06/06/2023   | 117.93      | 06/09/2023 |
| 186                                       | FOX POINT, VILLAGE OF - W/U | 02/01-05/01/23 | LONGACRE PAVILION | 06/06/2023   | 1,040.04    | 06/09/2023 |

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| Total 10-55440-450 SKATE RINK MATERIALS: |                           |                |                      |              | 1,157.97    |            |
| <b>10-56100-125 FORESTRY CONSULTANT</b>  |                           |                |                      |              |             |            |
| 5933                                     | WACHTEL TREE SCIENCE & SE | 116611         | FORESTRY REQUESTS    | 05/31/2023   | 4,320.00    | 06/02/2023 |
| Total 10-56100-125 FORESTRY CONSULTANT:  |                           |                |                      |              | 4,320.00    |            |
| <b>10-56100-310 SUPPLIES/EXPENSES</b>    |                           |                |                      |              |             |            |
| 2383                                     | FRANKLIN, MARILYN         | 6519           | REPAIR REIMBURSEMENT | 06/05/2023   | 264.00      | 06/09/2023 |
| Total 10-56100-310 SUPPLIES/EXPENSES:    |                           |                |                      |              | 264.00      |            |
| <b>10-56100-465 TREE MAINTENANCE</b>     |                           |                |                      |              |             |            |
| 1465                                     | GRAND ARBOR SUPPLY        | 72825          | SAW BAR              | 06/16/2023   | 70.46       | 06/23/2023 |
| 5933                                     | WACHTEL TREE SCIENCE & SE | 117160         | SPRAY                | 05/31/2023   | 230.00      | 06/09/2023 |
| Total 10-56100-465 TREE MAINTENANCE:     |                           |                |                      |              | 300.46      |            |
| <b>21-53100-233 GIS MAINTENANCE</b>      |                           |                |                      |              |             |            |
| 39                                       | RUEKERT MIELKE, INC.      | 146259         | GIS DATA MAINT       | 05/26/2023   | 680.00      | 06/02/2023 |
| 39                                       | RUEKERT MIELKE, INC.      | 146604         | GIS DATA MAINT       | 05/26/2023   | 1,681.50    | 06/02/2023 |
| Total 21-53100-233 GIS MAINTENANCE:      |                           |                |                      |              | 2,361.50    |            |
| <b>21-53800-210 CONTRACT SERVICES</b>    |                           |                |                      |              |             |            |
| 1471                                     | OFFICE FURNITURE RESOURC  | Inv020825      | BALANCE              | 06/07/2023   | 325.00      | 06/09/2023 |
| Total 21-53800-210 CONTRACT SERVICES:    |                           |                |                      |              | 325.00      |            |
| <b>21-71000-400 MATERIALS</b>            |                           |                |                      |              |             |            |
| 1766                                     | CONFLUENCE GRAPHICS       | 78830          | BUSINESS CARDS       | 05/31/2023   | 20.00       | 06/02/2023 |
| 2260                                     | PORT A JOHN               | 1355978        | MONTHLY FEE          | 05/26/2023   | 113.00      | 06/02/2023 |
| 2260                                     | PORT A JOHN               | 1357197        | MONTHLY FEE          | 06/22/2023   | 113.00      | 06/23/2023 |
| Total 21-71000-400 MATERIALS:            |                           |                |                      |              | 246.00      |            |
| <b>21-72000-220 GAS UTILITIES</b>        |                           |                |                      |              |             |            |
| 536                                      | WE-ENERGIES               | 06/09/2023     | 0702787382-00004     | 06/14/2023   | 11.51       | 06/16/2023 |
| Total 21-72000-220 GAS UTILITIES:        |                           |                |                      |              | 11.51       |            |
| <b>21-72000-221 ELECTRIC UTILITIES</b>   |                           |                |                      |              |             |            |
| 536                                      | WE-ENERGIES               | 06/09/2023     | 0702787382-00007     | 06/14/2023   | 24.80       | 06/16/2023 |
| 536                                      | WE-ENERGIES               | 06/09/2023     | 0702787382-00004     | 06/14/2023   | 110.54      | 06/16/2023 |
| Total 21-72000-221 ELECTRIC UTILITIES:   |                           |                |                      |              | 135.34      |            |
| <b>21-73000-226 MMSD CHARGES</b>         |                           |                |                      |              |             |            |
| 290                                      | MMSD                      | 087-23         | FEB THRU APRIL       | 06/08/2023   | 120,499.19  | 06/09/2023 |
| Total 21-73000-226 MMSD CHARGES:         |                           |                |                      |              | 120,499.19  |            |
| <b>21-73000-310 SUPPLIES/EXPENSES</b>    |                           |                |                      |              |             |            |
| 1766                                     | CONFLUENCE GRAPHICS       | 78689          | WATERBILLS           | 05/31/2023   | 337.96      | 06/02/2023 |
| Total 21-73000-310 SUPPLIES/EXPENSES:    |                           |                |                      |              | 337.96      |            |

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| <b>21-73000-400 MATERIALS</b>                 |                             |                |                      |              |             |            |
| 50                                            | BADGER METER, INC.          | 80129606       | ORION                | 05/30/2023   | 75.56       | 06/09/2023 |
| 2136                                          | VERIZON WIRELESS            | 9936246654     | 787000169-00001      | 06/16/2023   | 37.50       | 06/23/2023 |
| Total 21-73000-400 MATERIALS:                 |                             |                |                      |              | 113.06      |            |
| <b>21-91000-888 SEWER SYSTEM IMPROVEMENTS</b> |                             |                |                      |              |             |            |
| 256                                           | KAPUR & ASSOCIATES, INC.    | 119334         | SANITARY STORM CIPP  | 06/09/2023   | 475.00      | 06/16/2023 |
| 256                                           | KAPUR & ASSOCIATES, INC.    | 119338         | SANITARY             | 06/09/2023   | 5,236.00    | 06/16/2023 |
| 256                                           | KAPUR & ASSOCIATES, INC.    | 119339         | SANITARY STORM CCTV  | 06/09/2023   | 10,059.02   | 06/16/2023 |
| 256                                           | KAPUR & ASSOCIATES, INC.    | 119340R        | SANITARY             | 06/19/2023   | 4,095.76    | 06/23/2023 |
| Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS: |                             |                |                      |              | 19,865.78   |            |
| <b>22-53650-210 CONTRACT SERVICES</b>         |                             |                |                      |              |             |            |
| 1299                                          | WASTE MANAGEMENT OF WI-M    | 6891473-2275-4 | MONTHLY RECYCLING    | 06/07/2023   | 22,676.16   | 06/09/2023 |
| Total 22-53650-210 CONTRACT SERVICES:         |                             |                |                      |              | 22,676.16   |            |
| <b>23-46731 SPECIAL EVENTS</b>                |                             |                |                      |              |             |            |
| 1507                                          | SHOREWEST REALTORS          | 5.004507       | REFUND SPONSORSHIP   | 06/22/2023   | 500.00      | 06/23/2023 |
| Total 23-46731 SPECIAL EVENTS:                |                             |                |                      |              | 500.00      |            |
| <b>23-55420-220 GAS UTILITIES</b>             |                             |                |                      |              |             |            |
| 536                                           | WE-ENERGIES                 | 06/12/2023     | 0702787382-00012     | 06/15/2023   | 31.49       | 06/16/2023 |
| Total 23-55420-220 GAS UTILITIES:             |                             |                |                      |              | 31.49       |            |
| <b>23-55420-221 ELECTRIC UTILITIES</b>        |                             |                |                      |              |             |            |
| 536                                           | WE-ENERGIES                 | 06/12/2023     | 0702787382-00012     | 06/15/2023   | 168.31      | 06/16/2023 |
| Total 23-55420-221 ELECTRIC UTILITIES:        |                             |                |                      |              | 168.31      |            |
| <b>23-55420-223 WATER/SEWER UTILITIES</b>     |                             |                |                      |              |             |            |
| 186                                           | FOX POINT, VILLAGE OF - W/U | 02/01-05/01/23 | POOL WATER AND SEWER | 06/06/2023   | 1,809.08    | 06/09/2023 |
| Total 23-55420-223 WATER/SEWER UTILITIES:     |                             |                |                      |              | 1,809.08    |            |
| <b>23-55420-310 SUPPLIES/EXPENSES</b>         |                             |                |                      |              |             |            |
| 57                                            | JPMORGAN CHASE BANK NA      | 05/27/2023     | POOL                 | 06/14/2023   | 22.99       | 06/16/2023 |
| Total 23-55420-310 SUPPLIES/EXPENSES:         |                             |                |                      |              | 22.99       |            |
| <b>23-55420-400 MATERIALS</b>                 |                             |                |                      |              |             |            |
| 57                                            | JPMORGAN CHASE BANK NA      | 05/27/2023     | POOL                 | 06/14/2023   | 83.98       | 06/16/2023 |
| 502                                           | VILLAGE HARDWARE - VH       | 229623/1       | POOL SUPPLIES        | 06/06/2023   | 43.17       | 06/09/2023 |
| 776                                           | GRAINGER, INC.              | 9728418980     | POOL MISC            | 06/12/2023   | 58.10       | 06/16/2023 |
| 1007                                          | HORIZON COMMERICAL POOL     | 40216          | POOL CHEMICALS       | 05/30/2023   | 2,954.33    | 06/02/2023 |
| 1007                                          | HORIZON COMMERICAL POOL     | 41044          | POOL CHEMICALS       | 06/08/2023   | 268.18      | 06/16/2023 |
| 1323                                          | HALOGEN SUPPLY COMPANY      | 00597577       | POOL PARTS           | 05/31/2023   | 64.01       | 06/02/2023 |
| 3240                                          | FEHR GRAHAM ENGINEERING     | 115970         | SAFETY-POOL          | 06/14/2023   | 1,000.00    | 06/16/2023 |
| Total 23-55420-400 MATERIALS:                 |                             |                |                      |              | 4,471.77    |            |
| <b>23-91300-850 MISC POOL REPAIRS</b>         |                             |                |                      |              |             |            |
| 752                                           | EMC2 MECHANICAL SOLUTION    | 351-A          | POOL                 | 06/19/2023   | 1,936.50    | 06/23/2023 |
| 752                                           | EMC2 MECHANICAL SOLUTION    | 358            | POOL                 | 06/19/2023   | 2,999.71    | 06/23/2023 |

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| Total 23-91300-850 MISC POOL REPAIRS:          |                            |                  |                  |              | 4,936.21    |            |
| <b>24-44460 BUILDING PERMIT</b>                |                            |                  |                  |              |             |            |
| 1506                                           | ELING, THOMAS              | 1.058919         | CANCELLED PERMIT | 06/22/2023   | 145.00      | 06/23/2023 |
| Total 24-44460 BUILDING PERMIT:                |                            |                  |                  |              | 145.00      |            |
| <b>24-52400-210 CONTRACT SERVICES</b>          |                            |                  |                  |              |             |            |
| 2256                                           | SAFEBUILT                  | 99188-IN         | INSPECTIONS      | 05/31/2023   | 282.81      | 06/16/2023 |
| Total 24-52400-210 CONTRACT SERVICES:          |                            |                  |                  |              | 282.81      |            |
| <b>24-52400-224 CELL PHONES</b>                |                            |                  |                  |              |             |            |
| 2136                                           | VERIZON WIRELESS           | 9936246654       | 787000169-00001  | 06/16/2023   | 35.00       | 06/23/2023 |
| Total 24-52400-224 CELL PHONES:                |                            |                  |                  |              | 35.00       |            |
| <b>24-52400-321 PROFESSIONAL DUES/MEETINGS</b> |                            |                  |                  |              |             |            |
| 57                                             | JPMORGAN CHASE BANK NA     | 05/27/2023       | INSPECTOR        | 06/14/2023   | .80         | 06/16/2023 |
| 57                                             | JPMORGAN CHASE BANK NA     | 05/27/2023       | INSPECTOR        | 06/14/2023   | 40.00       | 06/16/2023 |
| Total 24-52400-321 PROFESSIONAL DUES/MEETINGS: |                            |                  |                  |              | 40.80       |            |
| <b>24-52400-322 TRAINING</b>                   |                            |                  |                  |              |             |            |
| 57                                             | JPMORGAN CHASE BANK NA     | 05/27/2023       | INSPECTOR        | 06/14/2023   | 270.00      | 06/16/2023 |
| Total 24-52400-322 TRAINING:                   |                            |                  |                  |              | 270.00      |            |
| <b>25-52400-397 PUBLIC EDUCATION PROGRAM</b>   |                            |                  |                  |              |             |            |
| 1499                                           | SE WI WATERSHEDS TRUST, IN | 1619             | EDUCATION        | 06/09/2023   | 7,075.00    | 06/16/2023 |
| 1499                                           | SE WI WATERSHEDS TRUST, IN | 1654             | EDUCATION        | 06/09/2023   | 8,600.00    | 06/16/2023 |
| Total 25-52400-397 PUBLIC EDUCATION PROGRAM:   |                            |                  |                  |              | 15,675.00   |            |
| <b>25-52400-410 PERMIT EXPENSES</b>            |                            |                  |                  |              |             |            |
| 102164                                         | WI DNR                     | 241034430.2023.1 | ENVIROMENTAL FEE | 05/26/2023   | 1,000.00    | 06/02/2023 |
| Total 25-52400-410 PERMIT EXPENSES:            |                            |                  |                  |              | 1,000.00    |            |
| <b>25-53420-400 MATERIALS</b>                  |                            |                  |                  |              |             |            |
| 280                                            | LIESENER SOILS INC.        | 0210916          | SOIL             | 06/06/2023   | 1,010.00    | 06/09/2023 |
| Total 25-53420-400 MATERIALS:                  |                            |                  |                  |              | 1,010.00    |            |
| <b>25-53420-483 LANDSCAPING</b>                |                            |                  |                  |              |             |            |
| 4888                                           | CARLIN SALES               | 3039628-00       | MULCH            | 05/26/2023   | 313.21      | 06/02/2023 |
| Total 25-53420-483 LANDSCAPING:                |                            |                  |                  |              | 313.21      |            |
| <b>25-53800-210 CONTRACT SERVICES</b>          |                            |                  |                  |              |             |            |
| 2136                                           | VERIZON WIRELESS           | 9936246654       | 787000169-00001  | 06/16/2023   | 30.00       | 06/23/2023 |
| Total 25-53800-210 CONTRACT SERVICES:          |                            |                  |                  |              | 30.00       |            |
| <b>25-53800-233 GIS MAINTENANCE</b>            |                            |                  |                  |              |             |            |
| 39                                             | RUEKERT MIELKE, INC.       | 146259           | GIS DATA MAINT   | 05/26/2023   | 580.25      | 06/02/2023 |
| 39                                             | RUEKERT MIELKE, INC.       | 146604           | GIS DATA MAINT   | 05/26/2023   | 324.00      | 06/02/2023 |



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| Total 25-53800-233 GIS MAINTENANCE:               |                            |                |                     |              | 904.25      |            |
| <b>25-55410-310 SUPPLIES/EXPENSES</b>             |                            |                |                     |              |             |            |
| 1766                                              | CONFLUENCE GRAPHICS        | 78689          | WATERBILLS          | 05/31/2023   | 337.95      | 06/02/2023 |
| Total 25-55410-310 SUPPLIES/EXPENSES:             |                            |                |                     |              | 337.95      |            |
| <b>25-91500-833 STORM SEWER SYSTEM IMPROVE.</b>   |                            |                |                     |              |             |            |
| 256                                               | KAPUR & ASSOCIATES, INC.   | 119335         | STORMWATER IMPROV   | 06/09/2023   | 192.00      | 06/16/2023 |
| 535                                               | MUNICIPAL LAW & LITIGATION | 9788           | VLG ATTORNEY        | 06/08/2023   | 856.00      | 06/09/2023 |
| Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:   |                            |                |                     |              | 1,048.00    |            |
| <b>25-91500-835 STORM SEWER SYSTEM (MISC)</b>     |                            |                |                     |              |             |            |
| 535                                               | MUNICIPAL LAW & LITIGATION | 9883           | VLG ATTORNEY        | 06/15/2023   | 340.00      | 06/16/2023 |
| Total 25-91500-835 STORM SEWER SYSTEM (MISC):     |                            |                |                     |              | 340.00      |            |
| <b>25-91500-847 STORMWATER PIPE TELEVISIONING</b> |                            |                |                     |              |             |            |
| 256                                               | KAPUR & ASSOCIATES, INC.   | 119339         | SANITARY STORM CCTV | 06/09/2023   | 1,500.00    | 06/16/2023 |
| Total 25-91500-847 STORMWATER PIPE TELEVISIONING: |                            |                |                     |              | 1,500.00    |            |
| <b>40-91200-829 FACILITIES MAINTENANCE</b>        |                            |                |                     |              |             |            |
| 1762                                              | SOS ELECTRONICS            | 23-5019        | CAMERAS             | 06/08/2023   | 3,464.00    | 06/09/2023 |
| Total 40-91200-829 FACILITIES MAINTENANCE:        |                            |                |                     |              | 3,464.00    |            |
| <b>40-91500-801 STREET RESURFACING</b>            |                            |                |                     |              |             |            |
| 256                                               | KAPUR & ASSOCIATES, INC.   | 119333         | GENERAL PROF        | 06/09/2023   | 4,696.00    | 06/16/2023 |
| 256                                               | KAPUR & ASSOCIATES, INC.   | 119336         | LAKE DR             | 06/09/2023   | 5,019.00    | 06/16/2023 |
| 256                                               | KAPUR & ASSOCIATES, INC.   | 119336R        | LAKE DR             | 06/21/2023   | 2,709.00    | 06/23/2023 |
| 535                                               | MUNICIPAL LAW & LITIGATION | 9788           | VLG ATTORNEY        | 06/08/2023   | 442.00      | 06/09/2023 |
| 1073                                              | WI DEPT. OF TRANSPORTATIO  | 395-0000303305 | DESIGN              | 05/26/2023   | 11,478.70   | 06/02/2023 |
| 1073                                              | WI DEPT. OF TRANSPORTATIO  | 395-0000307729 | DESIGN              | 06/09/2023   | 7,387.58    | 06/16/2023 |
| Total 40-91500-801 STREET RESURFACING:            |                            |                |                     |              | 31,732.28   |            |
| <b>40-91600-800 STORMWATER ROAD PROJECT</b>       |                            |                |                     |              |             |            |
| 256                                               | KAPUR & ASSOCIATES, INC.   | 119341         | BEACH DRIVE         | 06/09/2023   | 4,212.96    | 06/16/2023 |
| 256                                               | KAPUR & ASSOCIATES, INC.   | 119342         | RETAINING WALL      | 06/09/2023   | 2,371.60    | 06/16/2023 |
| Total 40-91600-800 STORMWATER ROAD PROJECT:       |                            |                |                     |              | 6,584.56    |            |
| <b>40-91600-833 TREE REPLACEMENT</b>              |                            |                |                     |              |             |            |
| 280                                               | LIESENER SOILS INC.        | 0210916        | SOIL                | 06/06/2023   | 1,010.00    | 06/09/2023 |
| 4888                                              | CARLIN SALES               | 3039628-00     | MULCH               | 05/26/2023   | 313.21      | 06/02/2023 |
| Total 40-91600-833 TREE REPLACEMENT:              |                            |                |                     |              | 1,323.21    |            |
| <b>40-91600-849 BEACH DRIVE-SHORELINE EROSION</b> |                            |                |                     |              |             |            |
| 983                                               | MSA PROFESSIONAL SVCS, IN  | R17951003.0-19 | SHORELINE REPAIRS   | 05/26/2023   | 7,713.30    | 06/02/2023 |
| 2251                                              | MICHELS CORP               | 21231081       | BEACH DR SHORELIN   | 06/09/2023   | 598,375.37  | 06/16/2023 |
| Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION: |                            |                |                     |              | 606,088.67  |            |

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report  
Report dates: 06/01/2023-06/30/2023

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| Vendor                                            | Vendor Name                | Invoice Number    | Description            | Invoice Date | Amount Paid | Date Paid  |
|---------------------------------------------------|----------------------------|-------------------|------------------------|--------------|-------------|------------|
| <b>40-91700-801 NSFD CAPITAL EXPENSE</b>          |                            |                   |                        |              |             |            |
| 54                                                | NORTH SHORE FIRE DEPARTM   | 202328            | CAPITAL                | 06/08/2023   | 5,552.00    | 06/09/2023 |
| Total 40-91700-801 NSFD CAPITAL EXPENSE:          |                            |                   |                        |              | 5,552.00    |            |
| <b>40-91700-802 NSFD EXPENSE 2010 AND BEYOND</b>  |                            |                   |                        |              |             |            |
| 54                                                | NORTH SHORE FIRE DEPARTM   | 202328            | DEBT                   | 06/08/2023   | 9,715.00    | 06/09/2023 |
| Total 40-91700-802 NSFD EXPENSE 2010 AND BEYOND:  |                            |                   |                        |              | 9,715.00    |            |
| <b>50-81000-601 SOURCE OF WATER SUPPLY</b>        |                            |                   |                        |              |             |            |
| 378                                               | NORTH SHORE WATER COMMI    | 86                | MONTHLY                | 06/01/2023   | 26,588.43   | 06/02/2023 |
| Total 50-81000-601 SOURCE OF WATER SUPPLY:        |                            |                   |                        |              | 26,588.43   |            |
| <b>50-81000-640 OPERATIONS LABOR WATER MAINS</b>  |                            |                   |                        |              |             |            |
| 2839                                              | CITY WATER LLC             | 994               | MONTHLY MANAGEMENT FEE | 06/08/2023   | 6,200.00    | 06/09/2023 |
| Total 50-81000-640 OPERATIONS LABOR WATER MAINS:  |                            |                   |                        |              | 6,200.00    |            |
| <b>50-81000-641 OPERATIONS SUPPLY AND EXPENSE</b> |                            |                   |                        |              |             |            |
| 57                                                | JPMORGAN CHASE BANK NA     | 05/27/2023        | WATER DEPT             | 06/14/2023   | 69.23       | 06/16/2023 |
| 57                                                | JPMORGAN CHASE BANK NA     | 05/27/2023        | WATER DEPT             | 06/14/2023   | 11.08       | 06/16/2023 |
| 502                                               | VILLAGE HARDWARE - VH      | 229551/1          | WATER DEPT             | 06/02/2023   | 17.59       | 06/09/2023 |
| Total 50-81000-641 OPERATIONS SUPPLY AND EXPENSE: |                            |                   |                        |              | 97.90       |            |
| <b>50-81000-651 MAINTENANCE OF MAINS</b>          |                            |                   |                        |              |             |            |
| 280                                               | LIESENER SOILS INC.        | 0210916           | SOIL                   | 06/06/2023   | 1,010.00    | 06/09/2023 |
| 474                                               | CORE & MAIN LP             | S987963           | REP CLP                | 06/07/2023   | 760.36      | 06/23/2023 |
| 1496                                              | AM CONSTRUCTION SUPPLY I   | 2412              | CONCRETE/STEEL REBAR   | 06/01/2023   | 299.99      | 06/02/2023 |
| 2241                                              | ITU ABSORB TECH, INC       | 8135887           | WATER                  | 06/08/2023   | 46.53       | 06/16/2023 |
| 2241                                              | ITU ABSORB TECH, INC       | 8143941           | WATER DEPT             | 06/21/2023   | 8.60        | 06/23/2023 |
| 4888                                              | CARLIN SALES               | 3039628-00        | MULCH                  | 05/26/2023   | 313.21      | 06/02/2023 |
| 5506                                              | HANKE TERMINALS            | 153182A           | STONE                  | 06/08/2023   | 1,348.67    | 06/16/2023 |
| 5528                                              | TODD A GAULKE AUTHORIZE D  | 060623101217      | WATER DEPT TOOLS       | 06/08/2023   | 102.00      | 06/16/2023 |
| Total 50-81000-651 MAINTENANCE OF MAINS:          |                            |                   |                        |              | 3,889.36    |            |
| <b>50-81000-800 CAPITAL OUTLAY</b>                |                            |                   |                        |              |             |            |
| 39                                                | RUEKERT MIELKE, INC.       | 146252            | CONSTRUCTION           | 05/26/2023   | 5,502.55    | 06/02/2023 |
| 39                                                | RUEKERT MIELKE, INC.       | 146605            | CONSTRUCTION           | 05/26/2023   | 761.50      | 06/02/2023 |
| 256                                               | KAPUR & ASSOCIATES, INC.   | 119337            | LAKE DR                | 06/09/2023   | 7,777.00    | 06/16/2023 |
| 535                                               | MUNICIPAL LAW & LITIGATION | 9788              | VLG ATTORNEY           | 06/08/2023   | 361.00      | 06/09/2023 |
| 535                                               | MUNICIPAL LAW & LITIGATION | 9883              | VLG ATTORNEY           | 06/15/2023   | 1,747.00    | 06/16/2023 |
| 983                                               | MSA PROFESSIONAL SVCS, IN  | R17951007.0-4     | BEACH DR WATERMAIN     | 05/26/2023   | 10,578.30   | 06/02/2023 |
| 1397                                              | MID CITY CORP              | 03.03.23          | PAY APP 1              | 06/14/2023   | 164,138.31  | 06/16/2023 |
| Total 50-81000-800 CAPITAL OUTLAY:                |                            |                   |                        |              | 190,865.66  |            |
| <b>50-81000-844 NSWC CAPITAL PROJECTS</b>         |                            |                   |                        |              |             |            |
| 378                                               | NORTH SHORE WATER COMMI    | 06/14/2023 SECURI | SECURITY SYSTEM        | 06/21/2023   | 134.28      | 06/23/2023 |
| 378                                               | NORTH SHORE WATER COMMI    | 06/14/23 SCADA    | SCADA                  | 06/21/2023   | 2,174.58    | 06/23/2023 |
| 378                                               | NORTH SHORE WATER COMMI    | 06/14/23 VALVE    | VALVE ACTUATOR         | 06/21/2023   | 423.09      | 06/23/2023 |
| 378                                               | NORTH SHORE WATER COMMI    | 2023-TU-FPT       | FINANCIAL STATEMENTS   | 06/13/2023   | 7,599.00    | 06/16/2023 |
| Total 50-81000-844 NSWC CAPITAL PROJECTS:         |                            |                   |                        |              | 10,330.95   |            |

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report  
Report dates: 06/01/2023-06/30/2023

Page: 14  
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| Vendor                                          | Vendor Name                | Invoice Number | Description             | Invoice Date | Amount Paid | Date Paid  |
|-------------------------------------------------|----------------------------|----------------|-------------------------|--------------|-------------|------------|
| <b>50-81000-903 SUPPLIES AND EXPENSE</b>        |                            |                |                         |              |             |            |
| 50                                              | BADGER METER, INC.         | 80129606       | ORION                   | 05/30/2023   | 75.55       | 06/09/2023 |
| 2385                                            | WISCONSIN RURAL WATER AS   | S5883          | SYSTEM MEMBERSHIP RENEW | 06/01/2023   | 550.00      | 06/09/2023 |
| Total 50-81000-903 SUPPLIES AND EXPENSE:        |                            |                |                         |              | 625.55      |            |
| <b>50-81000-921 OFFICE SUPPLIES AND EXPENSE</b> |                            |                |                         |              |             |            |
| 1471                                            | OFFICE FURNITURE RESOURC   | Inv020825      | BALANCE                 | 06/07/2023   | 325.00      | 06/09/2023 |
| 1766                                            | CONFLUENCE GRAPHICS        | 78689          | WATERBILLS              | 05/31/2023   | 337.96      | 06/02/2023 |
| 1766                                            | CONFLUENCE GRAPHICS        | 78830          | BUSINESS CARDS          | 05/31/2023   | 20.00       | 06/02/2023 |
| 2136                                            | VERIZON WIRELESS           | 9936246654     | 787000169-00001         | 06/16/2023   | 59.21       | 06/23/2023 |
| Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE: |                            |                |                         |              | 742.17      |            |
| <b>50-81000-930 MISC GENERAL EXPENSE</b>        |                            |                |                         |              |             |            |
| 57                                              | JPMORGAN CHASE BANK NA     | 05/27/2023     | WATER DEPT              | 06/14/2023   | 109.40      | 06/16/2023 |
| Total 50-81000-930 MISC GENERAL EXPENSE:        |                            |                |                         |              | 109.40      |            |
| <b>70-12100 TAXES RECEIVABLES</b>               |                            |                |                         |              |             |            |
| 226                                             | HOLIFIELD, JAMES W & LINDA | 32366          | OVERPAYMENT OF TAXES    | 06/02/2023   | 336.93      | 06/09/2023 |
| 1249                                            | KHAVANIN, M RAY            | 32317          | OVERPAYMENT TAXES       | 06/05/2023   | .81         | 06/09/2023 |
| 1494                                            | ARBIT, BRUCE A             | 32173          | OVERPAYMENT             | 05/26/2023   | 1.00        | 06/02/2023 |
| 1495                                            | BURNS, MICHAEL A           | 32201          | OVERPAYMENT             | 05/30/2023   | 55.46       | 06/02/2023 |
| 1497                                            | PEDERSEN, A. PAUL          | 32314          | OVERPAYMENT OF TAXES    | 06/01/2023   | .10         | 06/09/2023 |
| 1498                                            | FRANK, JANE M.             | 32334          | OVERPAYMENT OF TAXES    | 06/02/2023   | .20         | 06/09/2023 |
| 101828                                          | MILLAN, MARCELA B          | 32315          | OVERPAYMENT TAXES       | 06/01/2023   | 2.93        | 06/09/2023 |
| Total 70-12100 TAXES RECEIVABLES:               |                            |                |                         |              | 397.43      |            |
| Grand Totals:                                   |                            |                |                         |              | 1,587,826.2 |            |

Date Approved: \_\_\_\_\_

Village Manager: \_\_\_\_\_

Village Board: \_\_\_\_\_

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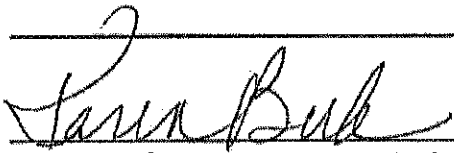
VILLAGE OF FOX POINT  
F INSTITUTIONAL DISTRICT APPLICATION

PAGE 2

### F INSTITUTIONAL DISTRICT APPLICATION

Name of Property Owner or Institution: CONGREGATION SINAI  
Address: 8223 N FORT WASHINGTON ROAD  
Contact Person: KAREN BERK  
Telephone Number: 414 352 2970  
Email Address: kberk@congregationsinai.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.

  
Signature of Property Owner or Authorized Institutional Representative

KAREN BERK  
Printed Name -Property Owner or Authorized Institutional Representative

4/19/2023  
Date

### TO BE COMPLETED BY THE VILLAGE OF FOX POINT

Date Received: 4-21-2023 Receipt No. 1.058813

Village of Fox Point

F Institutional District Application

4/21/23

Property: Congregation Sinai

8223 N Port Washington Rd.

The proposed project for Congregation Sinai is to upgrade the existing outside pole lighting and existing building lighting to LED fixtures. This also includes adding (1) pole light and new LED fixture to the front entrance/exit of the property.

The existing lighting in the parking lot is dim and has many dark spots around the parking lot. Installing new LED lighting will help increase safety, property value, visibility, and security to all members of the church. The new led fixtures are color select (3000k 4000K or 5000K) and also lumen/wattage selectable.

There has been concern about the entrance and exit of the property not being luminated enough. We propose to add a pole light and LED fixture at the entrance between the monument sign and Port Washington Road (Rough drawing attached). Maple Dale School down the road has a pole light and LED lighting at the front entrance. (Picture attached for reference). The new pole will stay in coordinate of the Village code.

There are (4) pole lights in the parking lot and each pole light have (2) existing non led fixtures. On each of those poles we are going to put in (3) LED fixtures to better luminate the parking lot. There is (1) building wall pack near the loading dock/rear entrance we will replace with a LED wall pack (See attached Keystone layout and drawings).

Thank you, Fox Point Village Board, for your time.

Sincerely,

Jeff White

Lemberg Electric.

8209 N Port Washington Rd

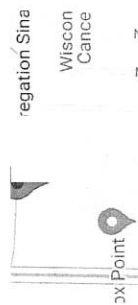
Fox Point, Wisconsin

Google Street View

Sep 2022 See more dates



Image capture: Sep 2022 © 2023 Google





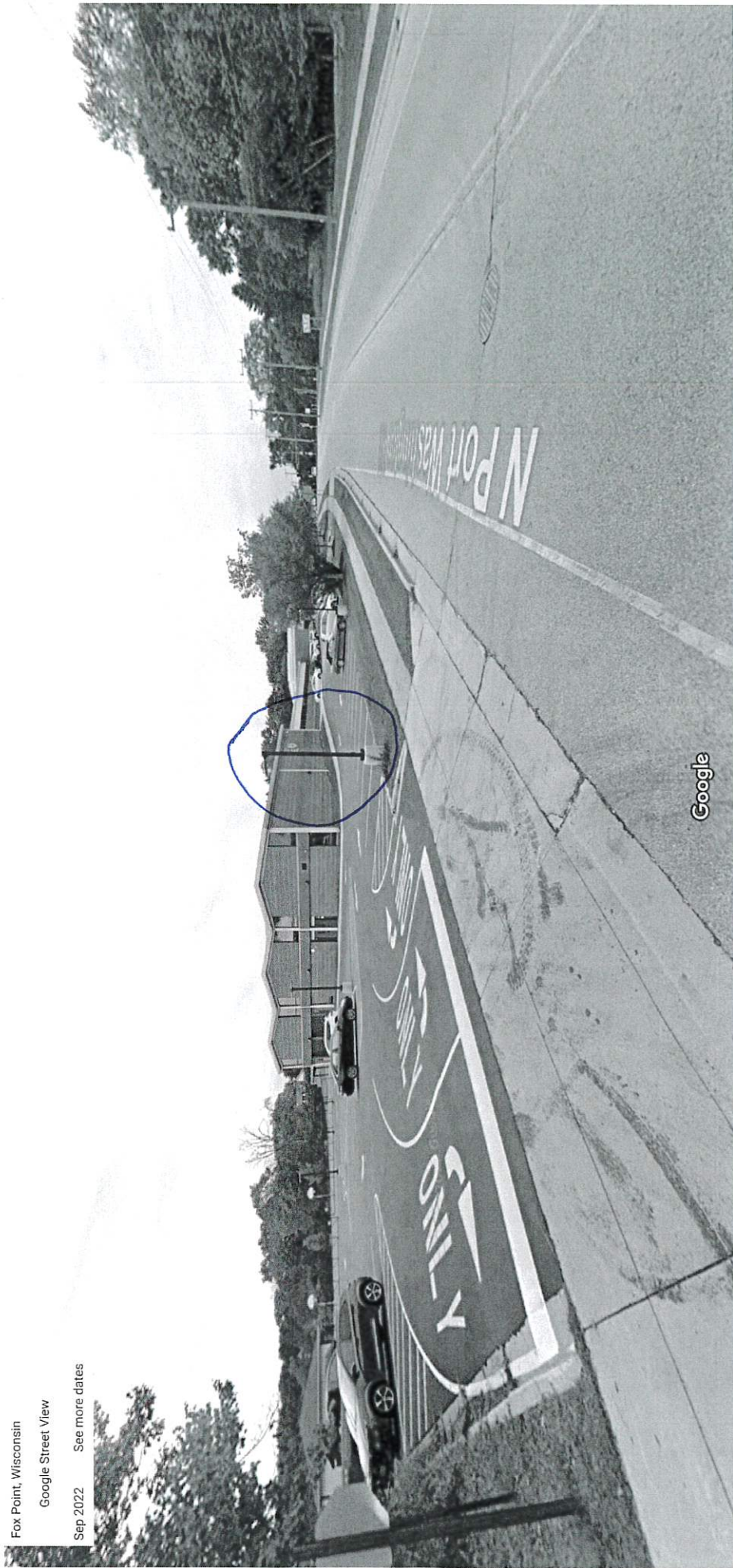
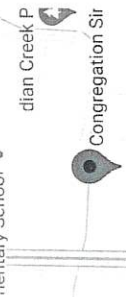
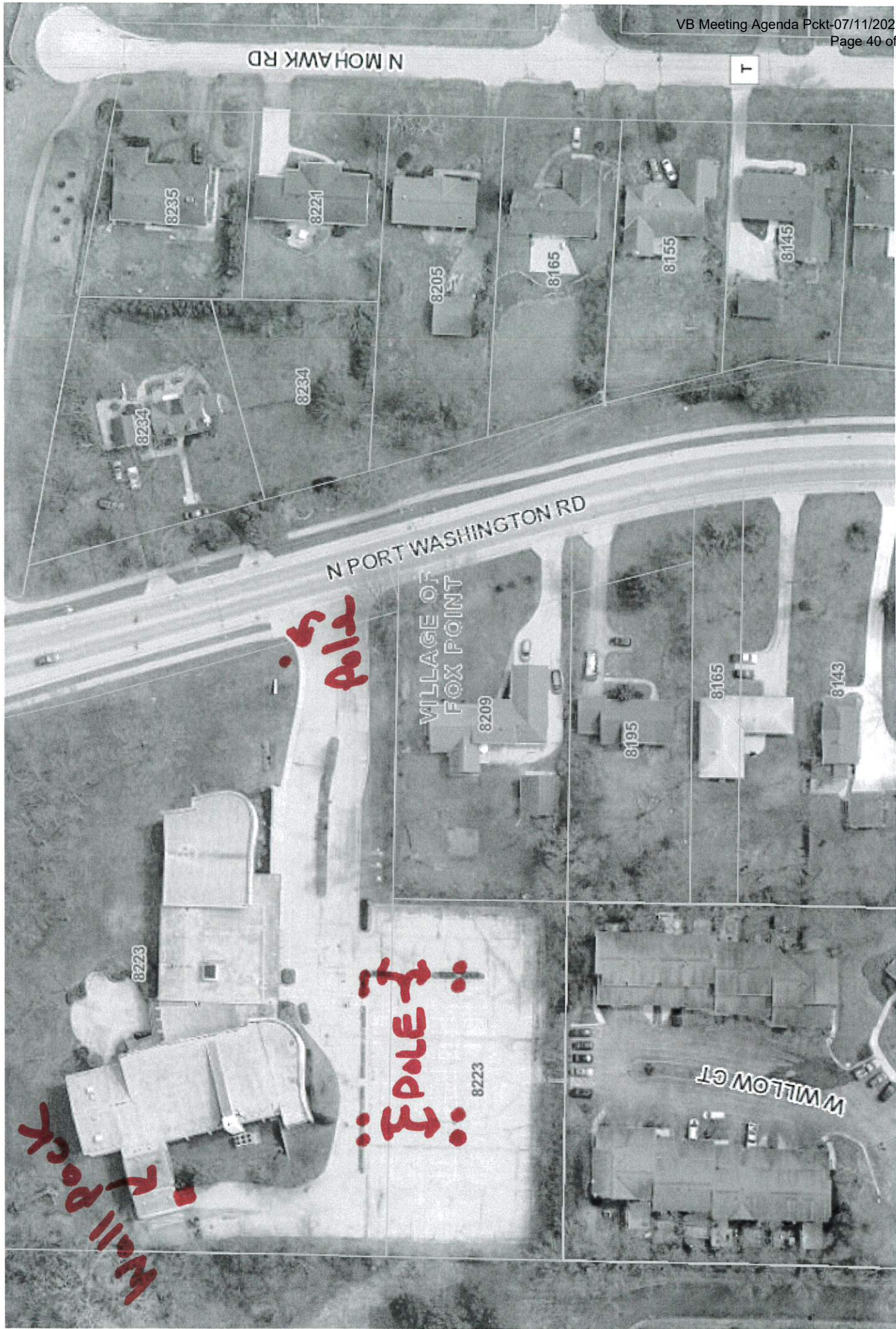


Image capture: Sep 2022 © 2023 Google



Maple Dale School has pole Lights  
at front Entrance + Are LED



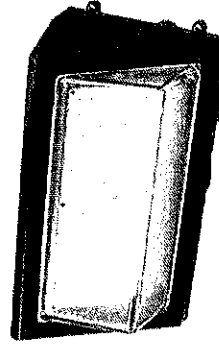




| Luminaire Schedule                                                                  |     |                                  |              |                                   |       |                              |                |
|-------------------------------------------------------------------------------------|-----|----------------------------------|--------------|-----------------------------------|-------|------------------------------|----------------|
| Symbol                                                                              | Qty | Label                            | Arrangement  | Description                       | LLF   | Luminaire<br>Lumens<br>Watts | Total<br>Watts |
|  | 4   | KT-FLED140PS-R2B-UNV-8CSB-VDIM   | Single       | 140W PS/CS Flood, 140W & 5000K    | 0.900 | 17744                        | 559.72         |
|  | 1   | KT-WPLED80-M1-8CSB-VDIM          | Single       | 80W Traditional Wall Pack, 5000K  | 0.900 | 11365                        | 77.32          |
|  | 1   | KT-ALED70-S1-5-NM-850-VDIM       | Single       | 70w Type 5 Area Light             | 0.900 | 9319                         | 66.1           |
|  | 4   | KT-ALED140-M1-3-NM-850-VDIM, B2B | Back to Back | 140W Type 3 Area Light, Back-Back | 0.900 | 19317                        | 1075.04        |

| Calculation Summary |  |             |       |      |     |     |         |         |  |
|---------------------|--|-------------|-------|------|-----|-----|---------|---------|--|
| Label               |  | CalcType    | Units | Avg  | Max | Min | Avg/Min | Max/Min |  |
| Lemberg Lot         |  | Illuminance | Fc    | 2.17 | 13  | 0   | N.A.    | N.A.    |  |
| Lemberg Sign        |  | Illuminance | Fc    | 1.06 | 9   | 0   | N.A.    | N.A.    |  |

| Luminaire Location Summary |                                  |                 |         |         |                 |         |
|----------------------------|----------------------------------|-----------------|---------|---------|-----------------|---------|
| LumNo                      | Label                            | Insertion Point | X       | Y       | Mounting Height | Tilt    |
| 1                          | KT-WP/LED80-M1-8CSB-VDIM         |                 | 59.500  | 289.000 | 12.000          | 278.366 |
| 2                          | KT-FLED140PS-R2B-UNV-8CSB-VDIM   |                 | 96.000  | 160.000 | 12.000          | 104.036 |
| 3                          | KT-ALED140-M1-3-NM-850-VDIM, B2B |                 | 96.000  | 160.000 | 12.000          | 9.462   |
| 4                          | KT-FLED140PS-R2B-UNV-8CSB-VDIM   |                 | 113.000 | 96.000  | 12.000          | 253.61  |
| 5                          | KT-ALED140-M1-3-NM-850-VDIM, B2B |                 | 113.000 | 96.000  | 12.000          | 0       |
| 6                          | KT-FLED140PS-R2B-UNV-8CSB-VDIM   |                 | 208.000 | 159.000 | 12.000          | 56.31   |
| 7                          | KT-ALED140-M1-3-NM-850-VDIM, B2B |                 | 208.000 | 159.000 | 12.000          | 356.82  |
| 8                          | KT-ALED140-M1-3-NM-850-VDIM, B2B |                 | 213.000 | 93.000  | 12.000          | 0       |
| 9                          | KT-FLED140PS-R2B-UNV-8CSB-VDIM   |                 | 213.000 | 93.000  | 12.000          | 286.699 |
| 10                         | KT-ALED70-S1-5-NM-850-VDIM       |                 | 434.000 | 218.000 | 10.000          | 270     |



Project: Congregation Sinai v2  
KT-ALED140  
KT-ALED70  
KT-WPLED80  
MH = 12', 10'

**Keystone Technologies Lighting Layout**  
2750 Morris Road  
Lansdale, PA, 19446  
Phone: 1-800-464-2680  
[LightingLayouts@keystonetech.com](mailto:LightingLayouts@keystonetech.com)

**KEYSTONE**  
SINCE 1945  
CELEBRATING 75 YEARS



# Keystone Technologies Lighting Layout

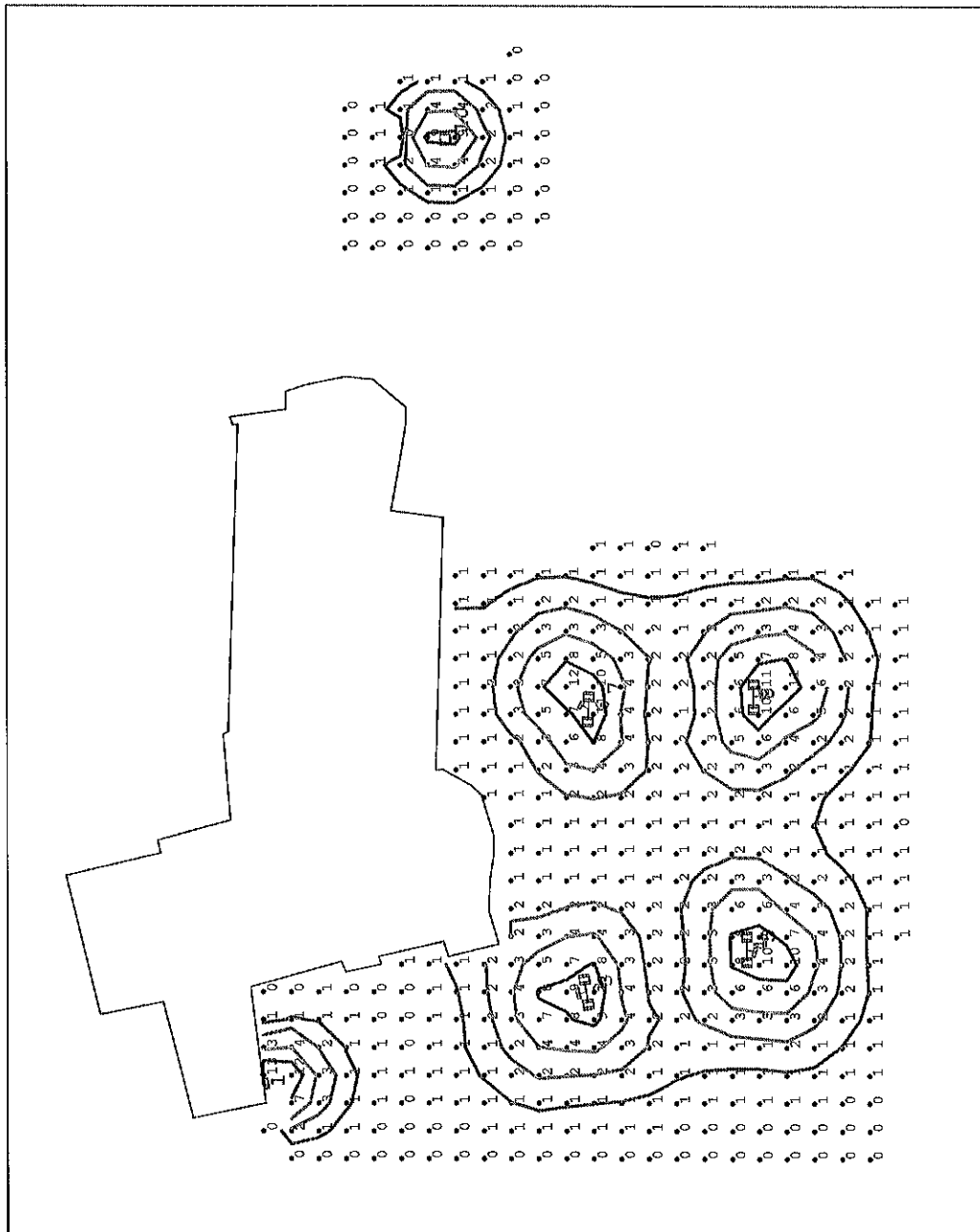
2750 Morris Road  
Lansdale, PA, 19446  
Phone: 1-800-464-2680  
LightingLayouts@keystonetechnology.com

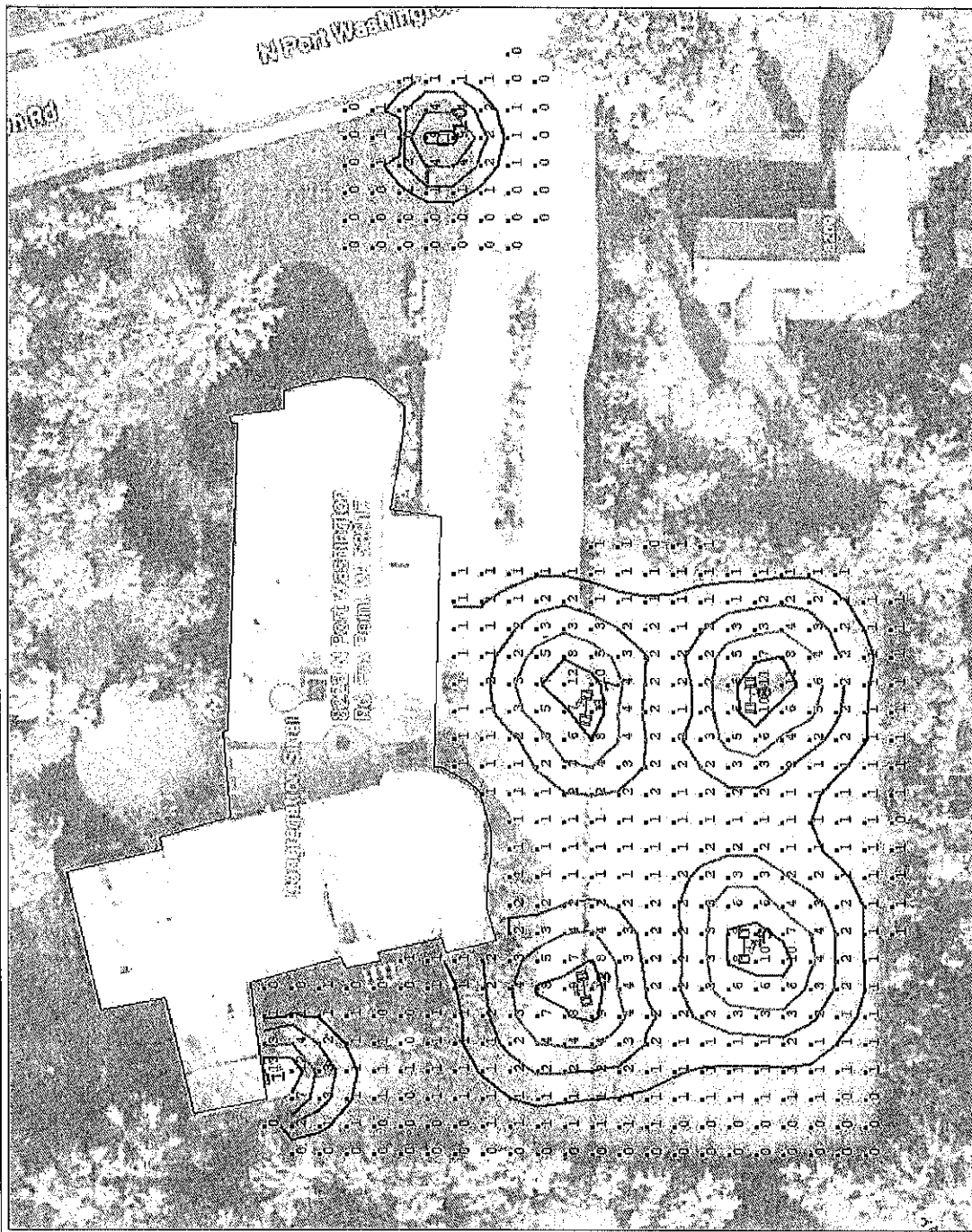
Project: Congregation Sinai v2  
KT-ALED140  
KT-ALED70  
KT-WPLED80  
Red = 8+ FC, Blue = 4 FC  
Green = 2 FC, Violet = 1 FC

Date: 1/26/2023

Page 2 of 5

View of point by point





## Keystone Technologies Lighting Layout

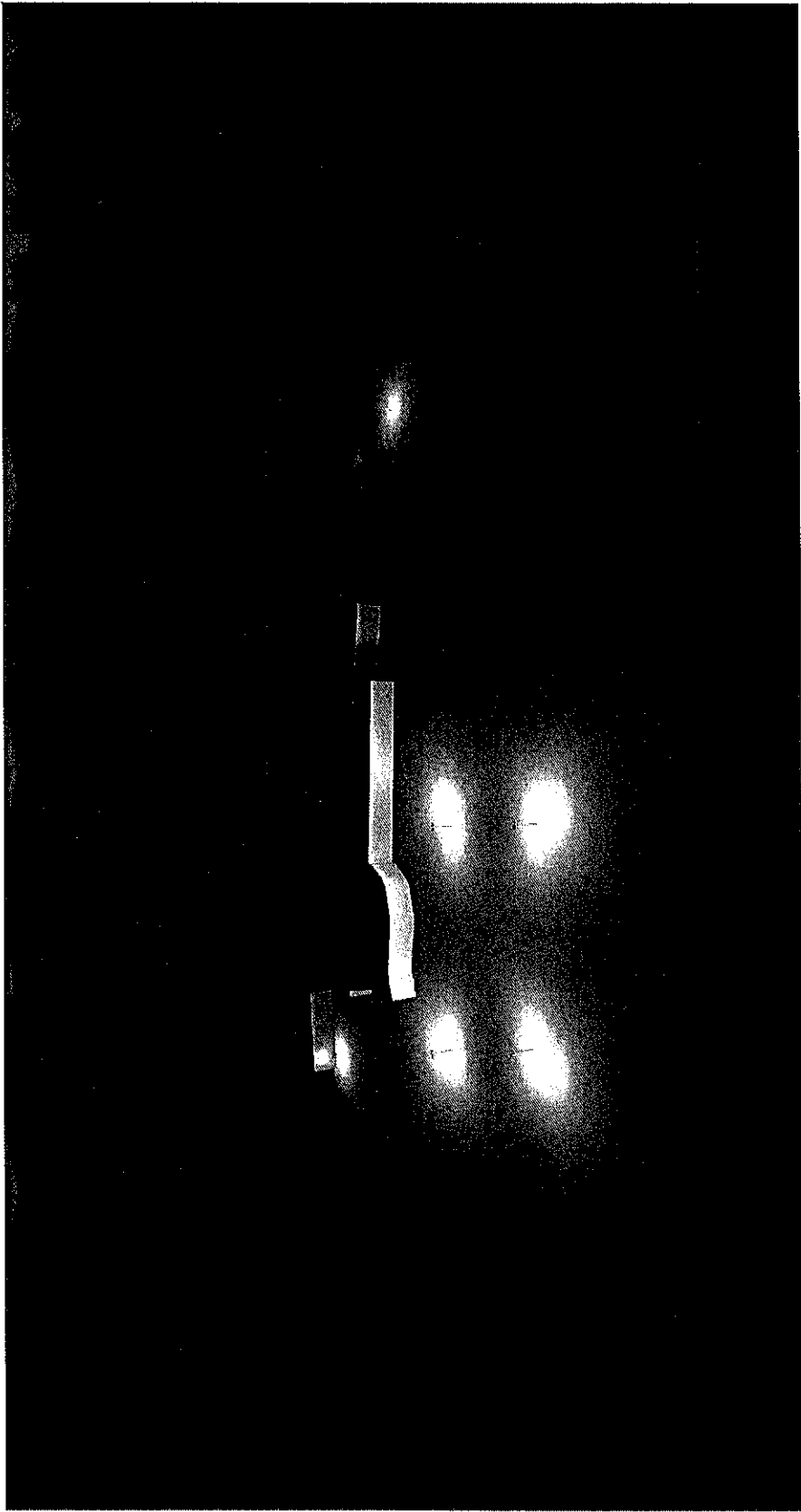
Project: Congregation Sinai  
KT-ALED140  
KT-ALED70  
KT-WPLED80  
Red = 8+ FC, Blue = 4 FC  
Green = 2 FC, Violet = 1 FC

2750 Morris Road  
Lansdale, PA, 19446  
Phone: 1-800-464-2680  
LightingLayouts@keystonetech.com



Date: 1/26/2023

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|                                                                                          |                                                                                                                                               |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Project: Congregation Sinai v2<br>KT-ALED140<br>KT-ALED70<br>KT-WPLED80<br>MH = 12', 10' | Keystone Technologies Lighting Layout<br>2750 Morris Road<br>Lansdale, PA, 19446<br>Phone: 1-800-464-2680<br>LightingLayouts@keystonetech.com |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|



Thank you for allowing Keystone Technologies the opportunity to create and provide this Lighting Layout report.

Illumination results shown on this lighting design are based on project parametrics provided to Keystone used in conjunction with luminaire photometric testing conducted under laboratory conditions. Actual project conditions differing from these design parameters may affect field results, such as (but not limited to) windows, furnishings, floor/ceiling/wall surface texture reflectivity, site cleanliness, and lighting component tolerances. Illumination results shown have not been field verified by Keystone and therefore the actual measured results may vary from actual field conditions.

The customer is responsible for verifying dimensional accuracy along with compliance with any applicable electrical, lighting, or energy code. In no event will Keystone Technologies be held responsible for any loss resulting from any use of this lighting design.

|                                                                                          |                                                                                                                                               |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Project: Congregation Sinai v2<br>KT-ALED140<br>KT-ALED70<br>KT-WPLED80<br>MH = 12', 10' | Keystone Technologies Lighting Layout<br>2750 Morris Road<br>Lansdale, PA, 19446<br>Phone: 1-800-464-2680<br>LightingLayouts@keystonetech.com |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|



VILLAGE OF FOX POINT  
7200 N. SANTA MONICA BLVD  
FOX POINT WI 53217  
414-351-8900

Receipt No: 1.058813  
Apr 21, 2023

8223 N Port Washington Road

|                                   |        |
|-----------------------------------|--------|
| Previous Balance:                 | .00    |
| LICENSES & PERMITS - OTHER PERMIT | 300.00 |
| 10-44540 OTHER PERMIT             |        |
| <hr/>                             |        |
| Total:                            | 300.00 |
| <hr/>                             |        |
| CHECK                             | 300.00 |
| Check No: 13708-9                 |        |
| Payor: Lemberg                    |        |
| Total Applied:                    | 300.00 |
| <hr/>                             |        |
| Change Tendered:                  | .00    |
| <hr/>                             |        |

Duplicate Copy

04/21/2023 10:00 AM



## VILLAGE OF FOX POINT F INSTITUTIONAL DISTRICT APPLICATION DIRECTIONS

In an area zoned F-Institutional, no building or premises shall be used, nor shall any building be constructed or enlarged, and no exterior alterations shall be made to an existing building without receiving F Institutional approval under Section 745-20B of the Village Code. Certain exceptions apply; see Sections 745-20A and 745-18C of the Village Code.

### **TO APPLY FOR A PERMIT:**

1. Complete all the information on the attached application. **Applications with incomplete or illegible information will not be accepted.**
2. All materials must be submitted on 8.5" x 11" paper. If larger scale plans are necessary for clarity, please bring to all meetings. (**Note:** All documents submitted will be in copied in black and white.)
3. A \$300 non-refundable fee must accompany this application.
4. The application and all related materials must be submitted by **4:00 pm on the second Wednesday** prior to the Village Board meeting.
5. Completed applications will be submitted by staff to the Village Board for referral to a Joint Plan Commission/Building Board meeting and to schedule a Public Hearing. The Village Board meets on the second Tuesday of each month at 7:00 p.m. Applicants should plan to attend the Village Board meeting.
6. A Joint Plan Commission/Building Board meeting will be held on the first Monday of the next month at 4:30 p.m. Applicants are required to attend the Joint Plan Commission/Building Board meeting to discuss the Application.
7. The Village Board will hold a Public Hearing and will consider the Joint Plan Commission/Building Board's recommendation at the Village Board meeting on the second Tuesday of the month at 7:00 p.m. Applicants are also required to attend the Village Board meeting.
8. Agendas for the Village Board and Joint Plan Commission/Building Board meetings will be made available on the Village's website.
9. The applicant is responsible for obtaining other necessary permits and/or approvals.



## Village of Fox Point

# Memo

**To:** Village Board

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

**cc:** Kelly Meyer; Kevin Ausman

**Date:** July 6, 2023

**Re:** Debt issuance

---

Just as a reminder, the sale of Village Debt is scheduled for 10 am the morning of our Village Board meeting.

As in years past, I will notify you electronically of the results prior to the meeting and will have the formal documentation at your seat (or emailed to you should you be attending virtually).

Justin Fischer has a conflict that evening, so Kevin Mullin, Director, Public Finance, will be in attendance formally reporting the results to you from Baird.

Thank you.

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

**RESOLUTION NO. 2023-\_\_\_\_**

---

**RESOLUTION AWARDING THE SALE  
OF \$1,840,000 GENERAL OBLIGATION  
PROMISSORY NOTES, SERIES 2023B**

---

WHEREAS, the Village of Fox Point, Milwaukee County, Wisconsin (the “Village”) is in need of funds aggregating \$1,840,000 for the following public purposes:

- (a) Capital projects including but not limited to improvements to Beach Drive water main, acquisition of municipal equipment and vehicles, street improvements, tree restoration, and dispatch system; and
- (b) Professional and financing fees (collectively, the “Public Purpose”); and

WHEREAS, for the purpose of providing funds for the Public Purpose, the Village has determined that it is necessary and desirable to authorize and sell its \$1,840,000 Village of Fox Point, Milwaukee County, Wisconsin General Obligation Promissory Notes, Series 2023B (the “Notes”); and

WHEREAS, pursuant to an Initial Resolution adopted by the Village Board on May 9, 2023, the Village administration (in consultation with the Village’s financial advisor, Robert W. Baird & Co. Incorporated) caused an Official Notice of Sale to be distributed offering the Notes for public sale on July 11, 2023; and

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

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

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

Section 1. Award of the Notes. The bid proposal of the Purchaser is hereby accepted, said proposal offering to purchase the Notes, for the sum of \$\_\_\_\_\_ (\$1,840,000.00 par amount of Notes, plus reoffering premium of \$\_\_\_\_\_, less underwriter’s discount of \$\_\_\_\_\_). The Notes mature and bear interest as follows:

## MATURITY SCHEDULE

| <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|----------------------|-------------------------|----------------------|
| April 1, 2024        |                         |                      |
| April 1, 2025        |                         |                      |
| April 1, 2026        |                         |                      |
| April 1, 2027        |                         |                      |
| April 1, 2028        |                         |                      |
| April 1, 2029        |                         |                      |
| April 1, 2030        |                         |                      |
| April 1, 2031        |                         |                      |
| April 1, 2032        |                         |                      |
| April 1, 2033        |                         |                      |

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

Section 2. Designation of Purchaser as Agent; Approval of Official Statement. The preparation of the Preliminary Official Statement dated June 29, 2023 and the Final Official Statement are hereby approved. The Preliminary Official Statement is “deemed final” as of its date, except for omissions or subsequent modifications permitted under Rule 15c2-12 of the Securities and Exchange Commission. The Village President and the Village Clerk are authorized and directed to do any and all acts necessary to conclude delivery of the Notes to the Purchaser, as soon after adoption of this Resolution as is convenient.

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

Section 3. Terms of the Notes. The Notes shall be designated “General Obligation Promissory Notes, Series 2023B;” shall be dated August 1, 2023; shall be in the denomination of \$5,000 or any integral multiple thereof; and shall mature serially on April 1 of each year, in the years and principal amounts as set forth above. Interest is payable semi-annually on April 1 and October 1 of each year, commencing on April 1, 2024.

Section 4. Optional Redemption. At the option of the Village, Notes maturing on April 1, 2031 and thereafter are subject to call and prior redemption on April 1, 2030, or on any date thereafter, in whole or in part, and if in part, from maturities selected by the Village, and by lot within each maturity, at par plus accrued interest to the date of redemption.

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

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

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

- (a) Levy for the year 2023 in the amount of \$\_\_\_\_\_ being the sum of:
- \$\_\_\_\_\_ for principal due on April 1, 2024;  
\$\_\_\_\_\_ for interest due on April 1, 2024; and  
\$\_\_\_\_\_ for interest due on October 1, 2024.
- (b) Levy for the year 2024 in the amount of \$\_\_\_\_\_, being the sum of:
- \$\_\_\_\_\_ for principal due on April 1, 2025;  
\$\_\_\_\_\_ for interest due on April 1, 2025; and  
\$\_\_\_\_\_ for interest due on October 1, 2025.
- (c) Levy for the year 2025 in the amount of \$\_\_\_\_\_, being the sum of:
- \$\_\_\_\_\_ for principal due on April 1, 2026;  
\$\_\_\_\_\_ for interest due on April 1, 2026; and  
\$\_\_\_\_\_ for interest due on October 1, 2026.
- (d) Levy for the year 2026 in the amount of \$\_\_\_\_\_, being the sum of:
- \$\_\_\_\_\_ for principal due on April 1, 2027;  
\$\_\_\_\_\_ for interest due on April 1, 2027; and  
\$\_\_\_\_\_ for interest due on October 1, 2027.
- (e) Levy for the year 2027 in the amount of \$\_\_\_\_\_, being the sum of:
- \$\_\_\_\_\_ for principal due on April 1, 2028;  
\$\_\_\_\_\_ for interest due on April 1, 2028; and  
\$\_\_\_\_\_ for interest due on October 1, 2028.
- (f) Levy for the year 2028 in the amount of \$\_\_\_\_\_, being the sum of:
- \$\_\_\_\_\_ for principal due on April 1, 2029;  
\$\_\_\_\_\_ for interest due on April 1, 2029; and  
\$\_\_\_\_\_ for interest due on October 1, 2029.
- (g) Levy for the year 2029 in the amount of \$\_\_\_\_\_, being the sum of:
- \$\_\_\_\_\_ for principal due on April 1, 2030;  
\$\_\_\_\_\_ for interest due on April 1, 2030; and  
\$\_\_\_\_\_ for interest due on October 1, 2030.

- (h) Levy for the year 2030 in the amount of \$\_\_\_\_\_, being the sum of:
- \$\_\_\_\_\_ for principal due on April 1, 2031;  
\$\_\_\_\_\_ for interest due on April 1, 2031; and  
\$\_\_\_\_\_ for interest due on October 1, 2031.
- (i) Levy for the year 2031 in the amount of \$\_\_\_\_\_, being the sum of:
- (j) \$\_\_\_\_\_ for principal due on April 1, 2032;  
\$\_\_\_\_\_ for interest due on April 1, 2032; and  
\$\_\_\_\_\_ for interest due on October 1, 2032.
- (k) Levy for the year 2032 in the amount of \$\_\_\_\_\_, being the sum of:
- \$\_\_\_\_\_ for principal due on April 1, 2033; and  
\$\_\_\_\_\_ for interest due on April 1, 2033.

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

Section 7. Debt Service Fund Account. There is hereby established in the Village treasury a fund account separate and distinct from every other Village fund or account designated "Debt Service Fund Account for \$1,840,000 Village of Fox Point General Obligation Promissory Notes, Series 2023B dated August 1, 2023." There shall be deposited in said fund account any premium plus accrued interest paid on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

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

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

The Note Proceeds may be temporarily invested in legal investments until needed; provided, however, that the Village hereby covenants and agrees that so long as the Notes remain outstanding,

moneys on deposit in any fund or account created or maintained in connection with the Notes, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Notes to be “arbitrage bonds” within the meaning of the Code or Regulations.

The Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide an appropriate certificate of the Village, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Village regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

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

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

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

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

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

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

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

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York (“DTC”), the Village has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation previously filed with DTC on behalf of the Village. The Notes will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Village’s relationship with DTC is terminated, the Village may appoint another securities depository to maintain the Book-Entry System.

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

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

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

Section 16. Continuing Disclosure. The Village covenants and agrees, for the benefit of the holders of the Notes, to enter into a written undertaking (the “Undertaking”) required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the “Rule”) to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the holders of the Notes or by the original purchaser(s) of the Notes on behalf of such holders (provided that the rights of the holders and the purchaser(s) to enforce the Undertaking shall be limited to a right to obtain specific enforcement of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

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

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

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

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



Adopted this 11th day of July, 2023.

---

Christine Symchych, Village President

ATTEST:

---

Kelly A. Meyer, Village Clerk Treasurer

**CERTIFICATION**

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AWARDING THE SALE OF \$1,840,000  
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2023B

I do hereby further depose and certify as follows:

1. Said resolution was considered for adoption by the Village Board at a \_\_\_\_\_ (*insert regular or special*) meeting held at 7200 North Santa Monica Boulevard, Fox Point, Wisconsin at \_\_\_\_ p.m. on July 11, 2023. Said meeting of the Village was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes.

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

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

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

and that the following trustees were absent:

|       |       |
|-------|-------|
| _____ | _____ |
|-------|-------|

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said resolution which was introduced and its adoption was moved by Trustee \_\_\_\_\_, and seconded by Trustee \_\_\_\_\_. Following discussion and after all trustees who desired to do so had expressed their views for or against said resolution, the

question was called and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

NAY:

|       |       |
|-------|-------|
| _____ | _____ |
|-------|-------|

ABSTAINED:

|       |       |
|-------|-------|
| _____ | _____ |
|-------|-------|

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

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Village hereto on this 11th day of July, 2023.

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

[SEAL]

By: \_\_\_\_\_  
Kelly A. Meyer, Village Clerk Treasurer

**EXHIBIT A**

**BID FORM**

[SEE ATTACHED]



**EXHIBIT B**

**FORM OF NOTE**

|                                                   |                          |            |
|---------------------------------------------------|--------------------------|------------|
| REGISTERED                                        | UNITED STATES OF AMERICA | REGISTERED |
| No. R-____                                        | STATE OF WISCONSIN       | \$_____    |
|                                                   | MILWAUKEE COUNTY         |            |
|                                                   | VILLAGE OF FOX POINT     |            |
| GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2023B |                          |            |

|                      |                   |                      |              |
|----------------------|-------------------|----------------------|--------------|
| <u>Maturity Date</u> | <u>Dated Date</u> | <u>Interest Rate</u> | <u>CUSIP</u> |
| April 1, _____       | August 1, 2023    | _____%               | _____        |

REGISTERED OWNER: CEDE & CO.

KNOW ALL MEN BY THESE PRESENTS that the Village of Fox Point, Milwaukee County, Wisconsin (the "Village") hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) on the maturity date identified above, together with interest thereon from the Dated Date, or the most recent payment date to which interest has been paid, at the rate of \_\_\_\_\_% per annum, calculated on the basis of a 360 day year made up of twelve 30 day months, such interest being payable semiannually on each April 1 and October 1, commencing on April 1, 2024, until maturity or prior redemption.

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

Notes maturing on April 1, 2031 and thereafter are subject to call and prior redemption on April 1, 2030, or on any date thereafter, in whole or in part, from maturities selected by the Village, and by lot within each maturity, at par plus accrued interest to the date of redemption.

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

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

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

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

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

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

- (a) Capital projects including but not limited to improvements to Beach Drive water main, acquisition of municipal equipment and vehicles, street improvements, tree restoration, and dispatch system; and
- (b) Professional and financing fees;

and is authorized pursuant to Chapter 67 of the Wisconsin Statutes and a resolution adopted by the Village Board on July 11, 2023, entitled, “Resolution Awarding the Sale of \$1,840,000 General Obligation Promissory Notes, Series 2023B.”

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

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

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

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

[SEAL]

By: \_\_\_\_\_  
Christine Symchych, Village President

By: \_\_\_\_\_  
Kelly A. Meyer, Village Clerk Treasurer



(Form of Assignment)

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

---

---

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

---

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

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

---

(Please print or typewrite name of Attorney)

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

Dated: \_\_\_\_\_

---

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

Signature(s) guaranteed by:

---

**EXHIBIT C**

**NOTICE TO THE ELECTORS**

On July 11, 2023, a resolution was offered, read, approved and adopted whereby the Village of Fox Point, Wisconsin authorized the issuance and sale of its General Obligation Promissory Notes, Series 2023B in an amount not to exceed \$1,840,000 (the “Notes”). The closing of this note sale was held on August 1, 2023. A copy of all proceedings had to date with respect to the authorization and sale of said Notes is on file and may be examined in the office of the Village Clerk, 7200 North Santa Monica Boulevard, Fox Point, Wisconsin.

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

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

**EXHIBIT D**

**FISCAL AGENCY AGREEMENT**

[SEE ATTACHED]

**\$1,840,000**  
**Village of Fox Point**  
**Milwaukee County, Wisconsin**  
**General Obligation Promissory Notes, Series 2023B**

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**FISCAL AGENCY AGREEMENT**

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THIS AGREEMENT is made and entered into on August 1, 2023, by and between Village of Fox Point, Milwaukee County, Wisconsin (the “Village”), and Associated Trust Company, National Association (the “Agent”).

**WITNESSETH:**

WHEREAS, the Village has authorized the borrowing of the sum of ONE MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS (\$1,840,000) pursuant to Section 67.12(12), Wisconsin Statutes, and resolutions adopted by the Village Board on May 9, 2023 and July 11, 2023 and has authorized the issuance and sale of \$1,840,000 principal amount of general obligation promissory notes to evidence such indebtedness (the “Obligations”). The Obligations shall be designated “General Obligation Promissory Notes, Series 2023B”; shall be dated August 1, 2023; shall bear interest at the rates set forth below; and shall mature on April 1 of each year, in the years and principal amounts as follows:

**MATURITY SCHEDULE**

| <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|----------------------|-------------------------|----------------------|
| April 1, 2024        |                         |                      |
| April 1, 2025        |                         |                      |
| April 1, 2026        |                         |                      |
| April 1, 2027        |                         |                      |
| April 1, 2028        |                         |                      |
| April 1, 2029        |                         |                      |
| April 1, 2030        |                         |                      |
| April 1, 2031        |                         |                      |
| April 1, 2032        |                         |                      |
| April 1, 2033        |                         |                      |

Interest shall be payable semi-annually on April 1 and October 1 of each year, commencing on April 1, 2024, until the principal of the Obligations is paid in full or discharged;

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

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

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

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

#### APPOINTMENT

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

#### INVESTMENT RESPONSIBILITY

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

#### PAYMENTS

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

#### CANCELLATION

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

#### REGISTRATION BOOK

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

#### INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

#### PAYMENT OF PRINCIPAL

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

#### REDEMPTION NOTICE

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

#### UTILIZATION OF THE DEPOSITORY TRUST COMPANY

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

#### TRANSFER AND EXCHANGE OF OBLIGATIONS

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

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

#### STATEMENTS

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

### FEES

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

### MISCELLANEOUS

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

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

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

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

3. Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the

Village's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the Village after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on Village's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

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



IN WITNESS WHEREOF, the parties have executed this Agreement as of August 1, 2023.

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

[SEAL]

By: \_\_\_\_\_  
Christine Symchych, Village President

By: \_\_\_\_\_  
Kelly A. Meyer, Village Clerk Treasurer

**ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**DEBT SERVICE SCHEDULE**

**\$1,840,000**

**Village of Fox Point**

**Milwaukee County, Wisconsin**

**General Obligation Promissory Notes, Series 2023B**

[See Attached]



**EXHIBIT B**

**FISCAL AGENT FEE SCHEDULE**

**ACCEPTANCE FEE:** \$325

**ANNUAL FEE:** \$475

**OUT-OF-POCKET EXPENSES**

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

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

LONG TERM

CAPITAL FUND

| YEAR | EPARTMEN | TYPE OF REQUEST | ITEM DESCRIPTION            | PURPOSE/RATIONALE                                               | F ITEM REF | COST         |
|------|----------|-----------------|-----------------------------|-----------------------------------------------------------------|------------|--------------|
|      |          |                 |                             |                                                                 |            |              |
|      |          |                 |                             |                                                                 |            |              |
| 2024 |          |                 |                             |                                                                 |            |              |
| 2024 | Police   | Technology      | Computers                   | Replacement Desktop PC's; end of llifespan rotation (qty 20)    | 2019       | \$21,600.00  |
| 2024 | Police   | Vehicle         | Squad Car                   | Vehicle at end of lifespan. (1505/1507)                         | 2020       | \$99,840.00  |
| 2024 | Police   | Technology      | Dispatch Capital Costs      | Dispatching agreement with Village of Bayside                   | Contract   | **           |
| 2024 | Police   | Building        | Parking Lot Replacement     | rear parking lot deteriorating                                  | 2008       | \$75,000.00  |
|      |          |                 |                             |                                                                 |            |              |
| 2025 |          |                 |                             |                                                                 |            |              |
| 2025 | Police   | Vehicle         | Squad Car                   | Vehicle at end of lifespan. (1503)                              | 2019       | \$49,920.00  |
| 2025 | Police   | Technology      | Dispatch Capital Costs      | Dispatching agreement with Village of Bayside                   | Contract   | **           |
| 2025 | Police   | Technology      | Computer UPS System         | 5000 volt Universal Power Supply - End of Useful Life (7 years) | 2018       | \$5,300.00   |
| 2025 | Police   | Technology      | Radar Feedback Signs        | Replace Portable Radar Feedback Signs (5 year life)             | 2019       | \$6,000.00   |
| 2025 | Police   | Technology      | TASER (replacement)         | End of proper lifespan (5 years) (qty 7)                        | 2019       | \$10,500.00  |
| 2025 | Police   | Equipment       | Generator Cabinet Doors     | Replace rusted / damaged exterior cabinet doors                 | 2008       | \$6,500.00   |
| 2024 | Police   | Equipment       | Furniture                   | Replace tables in padway hall                                   | 2009       | \$6,500.00   |
|      |          |                 |                             |                                                                 |            |              |
| 2026 |          |                 |                             |                                                                 |            |              |
| 2026 | Police   | Technology      | Server Replacement          | End of Lifespan (5 years) - Includes attached storage array     | 2021       | \$15,000.00  |
| 2026 | Police   | Vehicle         | Squad Car                   | Vehicle at end of lifespan. (1501 / 1504)                       | 2022       | \$96,670.00  |
| 2026 | Police   | Technology      | Dispatch Capital Costs      | Dispatching agreement with Village of Bayside                   | Contract   | **           |
| 2026 | Police   | Technology      | radar speed signs           | End of life replacement                                         | 2020       | \$17,000.00  |
| 2026 | Police   | Equipment       | LiveScan Fingerprint System | End of LifeSpan                                                 | 2018       | \$5,500.00   |
| 2026 | Police   | Technology      | AED (Defibrillator)         | Replacement - End of recommended life (7 years) (qty4 )         | 2016       | \$9,220.00   |
| 2026 | Police   | Building        | Carpet Replacement          | Replace carpet in offices (lifespan 7-12 years)                 | 2009       | \$8,500.00   |
|      |          |                 |                             |                                                                 |            |              |
| 2027 |          |                 |                             |                                                                 |            |              |
| 2027 | Police   | Building        | Water Heater                | Replace Original Water Heater                                   | 2008       | \$6,000.00   |
| 2027 | Police   | Technology      | Mobile Video System         | End-of Life / End of Contract                                   | 2022       | \$115,000.00 |
|      |          |                 |                             |                                                                 |            |              |
| 2028 |          |                 |                             |                                                                 |            |              |
| 2028 | Police   | Vehicle         | Squad Car                   | Vehicle at end of lifespan. (1505 / 1507)                       | 2018       | \$96,670.00  |
| 2028 | Police   | Technology      | Dispatch Capital Costs      | Dispatching agreement with Village of Bayside                   | Contract   | **           |
| 2028 | Police   | Equipment       | Copy Machine                | replace aging copy machine                                      | 2021       | \$6,500.00   |
| 2028 | Police   | Equipment       | Portable / Mobile Radios    | Replace EOL radio equipment (support ended 2019)                | 2015       | \$100,000.00 |
|      |          |                 |                             |                                                                 |            |              |
| 2029 |          |                 |                             |                                                                 |            |              |
| 2029 | Police   | Technology      | Computers                   | Replacement Desktop PC's; end of llifespan rotation (qty 20)    | 2024       | \$21,600.00  |
| 2029 | Police   | Vehicle         | Squad Car                   | Vehicle at end of lifespan. (1503)                              | 2025       | \$49,920.00  |
| 2029 | Police   | Technology      | Mobile Video System         | End-of Life                                                     | 2022       | \$115,000.00 |

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

Police Capital



DEPARTMENT OF PUBLIC WORKS LONG TERM CAPITAL FUND  
Proposed 2024-2028 Projects

updated 7/7/2023

|                                                                            |       |              |                           |                                                                 |                                                                                              | AGE OF ITEM    |           |
|----------------------------------------------------------------------------|-------|--------------|---------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------|-----------|
| YEAR                                                                       | Dept. | ACCOUNT #    | REQUEST TYPE              | ITEM DESCRIPTION                                                | PURPOSE/RATIONALE                                                                            | REPLACED       | COST      |
| 2024                                                                       |       |              |                           |                                                                 |                                                                                              |                |           |
| GIS                                                                        |       |              |                           |                                                                 |                                                                                              |                |           |
| 2024                                                                       | DPW   | 10-53100-233 | GIS                       | GIS Activities                                                  | Annual maintenance, updates and enhancements to the database                                 | On-going       | \$15,000  |
| 2024                                                                       | WATER | 50-53100-233 | GIS                       | GIS Activities                                                  | Annual maintenance, updates and enhancements to the database                                 | On-going       | \$4,000   |
| 2024                                                                       | SEWER | 21-53100-233 | GIS                       | GIS Activities                                                  | Annual maintenance, updates and enhancements to the database                                 | On-going       | \$4,000   |
| 2024                                                                       | STORM | 25-53800-233 | GIS                       | GIS Activities                                                  | Annual maintenance, updates and enhancements to the database                                 | On-going       | \$4,000   |
| FORESTRY                                                                   |       |              |                           |                                                                 |                                                                                              |                |           |
| 2024                                                                       | DPW   | 40-91600-833 | FORESTRY                  | EAB management                                                  | Manage ash in the Village - treatments, removals, plantings and administration (post 8-year) | Varies         | \$75,000  |
| 2024                                                                       | DPW   | 40-91600-824 | FORESTRY                  | Annual tree planting                                            | Routine tree removals and plantings                                                          | Varies         | \$18,000  |
| 2024                                                                       | DPW   |              | FORESTRY                  | Reinventory                                                     | Reinventory Village Trees (every 5 year task - 2029, 2034)                                   |                | \$45,000  |
| 2024                                                                       | DPW   | 40-91600-851 | FORESTRY                  | Diseased elm removal                                            | Remove diseased elms in the Village ROW                                                      | Varies         | \$12,000  |
| EQUIPMENT                                                                  |       |              |                           |                                                                 |                                                                                              |                |           |
|                                                                            |       |              |                           | Priority = Red - high    Orange - medium/high    Green - medium |                                                                                              |                |           |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #113 4x4 3/4 ton pick up-lift gate/plow/tool                    | end of life significant rotting due to rust                                                  | 12 yr          | \$60,000  |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #59 & #79 snow blowers                                          | replace with one Toro snow blower                                                            | 26 and 13 year | \$2,500   |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #49 Toro Workman 3000D                                          | end of life cycle - significant repairs                                                      | 18 yr          | \$42,000  |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #84 -1" trash pump                                              | damaged and unrepairable                                                                     | 5 yr           | \$700     |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #49G ball diamond groomer                                       | replace with Toro                                                                            | 18 yr          | \$2,000   |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #161 - #162                                                     | clean and repaint bulk fuel tanks                                                            | ??             | \$12,000  |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #3                                                              | repair or replace AC condensing unit on roof and furnace unit                                | ??             | \$25,000  |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #133 sand blaster                                               | end of life - issues with operation                                                          | ?              | \$6,000   |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #17 CHIPPER TRUCK                                               | Has had signivicant repairs - end of life                                                    | 12             | \$180,000 |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #5 DUMP TRUCK                                                   | Replace with new                                                                             | 10 YR          | \$180,000 |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #11 DUMP TRUCK                                                  | Replace with new                                                                             | 10 YR          | \$180,000 |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #14 TRAVEL-VAC                                                  | Replace with new                                                                             | 14 YR          | \$14,000  |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #42 - 2" trash pump                                             | end of life up for rotation                                                                  | 15 years       | \$1,800   |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #24 PICKUP TRUCK                                                | end of life - significant rust                                                               | 11             | \$40,000  |
| 2024                                                                       | DPW   | 40-91400-xxx | EQUIPMENT                 | #112 FORD RANGER                                                | Replace- end of life upr for rotation                                                        | 2007           | \$40,000  |
| LAKE DR DESIGN                                                             |       |              |                           |                                                                 |                                                                                              |                |           |
| 2024                                                                       | Storm | 40-91600-800 | ROADS                     | Design Lake Drive                                               | Design Lake Drive ( Storm )                                                                  |                | \$15,000  |
| 2024                                                                       | Water | 50-81000-800 | ROADS                     | Design Lake Drive                                               | Design Lake Drive ( Water)                                                                   |                | \$15,000  |
| 2024                                                                       | Roads | 40-91500-801 | ROADS                     | Design Road Reconstruction                                      | Design Lake Drive ( School to Dean)                                                          |                | \$75,000  |
| LAKE DRIVE - WATER IMPROVEMENTS - task are listed in ranked/priority order |       |              |                           |                                                                 |                                                                                              |                |           |
| 2024                                                                       | WATER | 50-81000-800 | Construction              | Crossing mains Task 3                                           | Replacement of water main crossings at 23 locations                                          | varies         | \$360,000 |
| 2024                                                                       | WATER | 50-81000-800 | Engineering/Contingencies | Crossing mains Task 3                                           |                                                                                              |                | \$54,000  |
| 2024                                                                       | WATER | 50-81000-800 | Construction              | Valve Replacement Task 4                                        | Replacement fo 17 valves along Lake Dr                                                       | 94 years       | \$148,000 |
| 2024                                                                       | WATER | 50-81000-800 | Engineering/Contingencies | Valve Replacement Task 4                                        |                                                                                              |                | \$23,000  |
| 2024                                                                       | WATER | 50-81000-800 | Construction              | Acacia to School Rd Task 6                                      | Move 6"main from west and replace with 8" to east and replace all laterals                   | 94 years       | \$231,000 |
| 2024                                                                       | WATER | 50-81000-800 | Engineering/Contingencies | Acacia to School Rd Task 6                                      |                                                                                              |                | \$35,000  |
| 2024                                                                       | WATER | 50-81000-800 | Construction              | Lead water laterals Task 5B                                     | WDNR mandate - "Get the Lead Out" Replace 12 led water service laterals                      |                | \$154,000 |
| 2024                                                                       | WATER | 50-81000-800 | Engineering/Contingencies | Lead water laterals Task 5B                                     |                                                                                              |                | \$24,000  |



|                                                                                                        |          |              |                           |                                          |                                                                                                 |             |             |
|--------------------------------------------------------------------------------------------------------|----------|--------------|---------------------------|------------------------------------------|-------------------------------------------------------------------------------------------------|-------------|-------------|
| 2024                                                                                                   | WATER    | 50-81000-800 | Construction              | Fire Hydrants Task 4B                    | Replace 30 hydrants along Lake Dr                                                               | varies      | \$250,000   |
| 2024                                                                                                   | WATER    | 50-81000-800 | Engineering/Contingencies | Fire Hydrants Task 4B                    |                                                                                                 |             | \$38,000    |
| 2024                                                                                                   | WATER    | 50-81000-800 | Construction              | Goodrich to Daisy Task 2A                | Replace 12" water main from Goodrich to Daisy                                                   |             | \$915,000   |
| 2024                                                                                                   | WATER    | 50-81000-800 | Engineering/Contingencies | Goodrich to Daisy Task 2A                |                                                                                                 |             | \$138,000   |
| 2024                                                                                                   | WATER    | 50-81000-800 | Construction              | 2 smaller segments replaced Task 2B      | Replacement based on integrity of pipe thickness during testing by SHE                          |             | \$180,000   |
| 2024                                                                                                   | WATER    | 50-81000-800 | Engineering/Contingencies | 2 smaller segments replaced Task 2B      |                                                                                                 |             | \$27,000    |
| 2024                                                                                                   | WATER    | 50-81000-800 | Construction              | Copper laterals Task 5A                  | Replace 73 water service laterals along Lake Dr                                                 |             | \$418,000   |
| 2024                                                                                                   | WATER    | 50-81000-800 | Engineering/Contingencies | Copper laterals Task 5A                  |                                                                                                 |             | \$63,000    |
| LAKE DRIVE - Drainage/Storm sewer/Culverts/Bioswales Priority = Red - high Orange - medium Green - low |          |              |                           |                                          |                                                                                                 |             |             |
| 2024                                                                                                   | STORM    | 40-91600-800 | Const. & 20% contingency  | Storm sewer, ditch regrading/restoration | Dean to Fox - East side                                                                         |             | \$220,000   |
| 2024                                                                                                   | STORM    | 40-91600-800 | Const. & 20% contingency  | New Storm Sewer                          | Club Cir to Lilac - East side                                                                   |             | \$80,000    |
| 2024                                                                                                   | STORM    | 40-91600-800 | Const. & 20% contingency  | replace storm sewer & CIPP lining        | Bell Rd intersection west                                                                       |             | \$195,000   |
| 2024                                                                                                   | STORM    | 40-91600-800 | Const. & 20% contingency  | New Storm Sewer                          | Holly Ct - East and West side                                                                   |             | \$500,000   |
| 2024                                                                                                   | STORM    | 40-91600-800 | Const. & 20% contingency  | Replace driveway culverts                | Calumet to Portage - West side                                                                  |             | \$50,000    |
| 2024                                                                                                   | STORM    | 40-91600-800 | Const. & 20% contingency  | Replace driveway culverts                | Daphne to Acacia - East side                                                                    |             | \$110,000   |
| 2024                                                                                                   | STORM    | 40-91600-800 | Const. & 20% contingency  | CIPP lining, Bioswale                    | Quarles to Links Circle - East and West side                                                    |             | \$250,000   |
| 2024                                                                                                   | STORM    | 40-91600-800 | Const. & 20% contingency  | Bioswale                                 | Dean to Spooner - West side                                                                     |             | \$145,000   |
| 2024                                                                                                   | STORM    | 40-91600-800 | Const. & 20% contingency  | Bioswale                                 | Apple Tree Rd - West side                                                                       |             | \$230,000   |
| 2024                                                                                                   | STORM    | 40-91600-800 | Const. & 20% contingency  | Bioswale                                 | Daphne to School - West side                                                                    |             | \$175,000   |
| PROJECTS - Bradley Road                                                                                |          |              |                           |                                          |                                                                                                 |             |             |
| 2024                                                                                                   | DPW      | 40-91500-801 | ROADS                     | Road Reconstruction                      | Reconstruction Bradley                                                                          |             | \$1,315,000 |
| 2024                                                                                                   | DPW      | 40-91500-801 | ROADS                     | Const. Mgmt. Road Reconstruction         | Construction Mgmt. for Bradley                                                                  |             | \$158,000   |
| 2024                                                                                                   | STORM    | 40-91600-800 | ROADS                     | Road Reconstruction Storm Water          | Reconstruction Bradley                                                                          |             | \$1,248,000 |
| 2024                                                                                                   | STORM    | 25-91500-845 | ROADS                     | Construct Mgmt. Storm Water Road Reconst | Construction Mgmt. for Bradley                                                                  |             | \$150,000   |
| 2024                                                                                                   | WATER    | 50-81000-651 | ROADS                     | Road Reconstruction                      | Reconstruction Bradley                                                                          |             | \$1,313,175 |
| 2024                                                                                                   | WATER    | 50-81000-651 | ROADS                     | Construct Mgmt. Road Reconstruction      | Construction Mgmt. for Bradley                                                                  |             | \$170,000   |
| 2024                                                                                                   | SEWER    | 21-91000-866 | INFRASTRUCTURE            | Manhole adjustments                      | Adjust sanitary manholes during street reconstruction projects                                  | 25-30 years | \$30,000    |
| PROJECTS - Beach Dr (Lake Dr to bottom of hill)                                                        |          |              |                           |                                          |                                                                                                 |             |             |
| 2024                                                                                                   | DPW      | 40-91500-801 | ROADS                     | Road Reconstruction Alt. 1               | Reconstruct Beach Drive ( Lake to the bottom) Redo intersection (asphalt)                       |             | \$509,000   |
| 2024                                                                                                   | DPW      | 40-91500-801 | ROADS                     | Const Mgmt. Road Reconstruction Alt. 1   | Construct Mgmt. Beach Drive ( Lake to the bottom)                                               |             | \$77,000    |
| 2024                                                                                                   | DPW      | 40-91500-801 | ROADS                     | Road Reconstruction Alt. 2               | Reconstruct Beach Drive ( Lake to the bottom) Maintainexisting Intersection (asphalt)           |             | \$521,000   |
| 2024                                                                                                   | DPW      | 40-91500-801 | ROADS                     | Const. Mgmt. Road Reconstruction Alt. 2  | Construct Mgmt. Beach Drive ( Lake to the bottom)                                               |             | \$79,000    |
| 2024                                                                                                   | DPW      | 40-91500-801 | ROADS                     | Road Reconstruction Alt. 3               | Reconstruct Beach Drive ( Lake to the bottom) Redo intersection (concrete)                      |             | \$582,000   |
| 2024                                                                                                   | DPW      | 40-91500-801 | ROADS                     | Const. Mgmt. Road Reconstruction Alt. 3  | Construct Mgmt. Beach Drive ( Lake to the bottom)                                               |             | \$88,000    |
| 2024                                                                                                   | DPW      | 40-91500-801 | ROADS                     | Road Reconstruction Alt. 4               | Reconstruct Beach Drive ( Lake to the bottom) Maintain existing intersection (Concrete)         |             | \$634,000   |
| 2024                                                                                                   | DPW      | 40-91500-801 | ROADS                     | Const. Mgmt. Road Reconstruction Alt. 4  | Construct Mgmt. Beach Drive ( Lake to the bottom)                                               |             | \$95,000    |
| BEACH DRIVE SHORELINE                                                                                  |          |              |                           |                                          |                                                                                                 |             |             |
| 2024                                                                                                   | DPW      | 40-9100-849  | DPW                       | Beach Drive Shoreline                    | Maintenance & Misc./ Repairs for Beach Drive Shoreline                                          |             | \$25,000    |
| MISC. CAPITAL                                                                                          |          |              |                           |                                          |                                                                                                 |             |             |
| 2024                                                                                                   | DPW      | 40-91600-xxx | DPW                       | Roof Repairs to Village Hall &DPW        | Repair roof issues                                                                              |             | \$250,000   |
| 2024                                                                                                   | LLAGE HA | 40-91600-xxx | FACILITIES                | New DPW/Village Hall facility            | Estimate based loosely off Brown Deer's cost of \$9m understanding we would do smaller facility |             | \$7,500,000 |
| 2024                                                                                                   | DPW      | 40-91500-825 | MISC                      | Miscellaneous consultant tasks           | Capital account in place to assist with engineering reviews of applications                     |             | \$25,000    |
| SEWER                                                                                                  |          |              |                           |                                          |                                                                                                 |             |             |
| 2024                                                                                                   | SEWER    | 21-9100-888  | INFRASTRUCTURE            | Rehab and Design of sewers               | Rehabilitation of the sewer in Basin Nos. 1, 2, 6                                               | 30-90 years | \$275,000   |
| 2024                                                                                                   | SEWER    | 21-9100-888  | INFRASTRUCTURE            | Rehab and Design of manhole rehab        | Rehabilitation of manholes in Basin 1,4, 6 & 7                                                  |             | \$304,000   |
| 2024                                                                                                   | SEWER    | 21-91000-871 | INFRASTRUCTURE            | Televising                               | Televisе sanitary sewers in Basin's 2, 4 & 6                                                    | 30-90 years | \$25,000    |



**STORM**

|      |       |              |                |                   |                                            |             |          |
|------|-------|--------------|----------------|-------------------|--------------------------------------------|-------------|----------|
| 2024 | STORM | 25-91500-835 | INFRASTRUCTURE | Storm replacement | General storm sewer improvements as needed | 40-90 years | \$50,000 |
| 2024 | STORM | 25-91500-846 | MAINTENANCE    | Sewer Assessments | Storm sewer assessments & televising       |             | \$40,000 |

**WATER**

|      |       |              |       |                       |                                       |  |          |
|------|-------|--------------|-------|-----------------------|---------------------------------------|--|----------|
| 2024 | WATER | 50-81000-xxx | WATER | Water meter equipment | replace water meters (5% of homes/yr) |  | \$35,000 |
|------|-------|--------------|-------|-----------------------|---------------------------------------|--|----------|

**2025**

**GIS**

|      |       |              |     |                |                                                              |          |          |
|------|-------|--------------|-----|----------------|--------------------------------------------------------------|----------|----------|
| 2025 | DPW   | 10-53100-233 | GIS | GIS Activities | Annual maintenance, updates and enhancements to the database | On-going | \$15,000 |
| 2025 | WATER | 50-53100-233 | GIS | GIS Activities | Annual maintenance, updates and enhancements to the database | On-going | \$4,000  |
| 2025 | SEWER | 21-53100-233 | GIS | GIS Activities | Annual maintenance, updates and enhancements to the database | On-going | \$4,000  |
| 2025 | STORM | 25-53800-233 | GIS | GIS Activities | Annual maintenance, updates and enhancements to the database | On-going | \$4,000  |

**FORESTRY**

|      |     |              |          |                      |                                                                                              |        |          |
|------|-----|--------------|----------|----------------------|----------------------------------------------------------------------------------------------|--------|----------|
| 2025 | DPW | 40-91600-833 | FORESTRY | EAB management       | Manage ash in the Village - treatments, removals, plantings and administration (post 8-year) | Varies | \$75,000 |
| 2025 | DPW | 40-91600-824 | FORESTRY | Annual tree planting | Routine tree removals and plantings                                                          | Varies | \$19,000 |
| 2025 | DPW | 40-91600-851 | FORESTRY | Diseased elm removal | Remove diseased elms in the Village ROW                                                      | Varies | \$11,000 |

**EQUIPMENT**

|      |       |              |           |                     |                                                               |       |          |
|------|-------|--------------|-----------|---------------------|---------------------------------------------------------------|-------|----------|
| 2025 | STORM | 40-91400-xxx | EQUIPMENT | #85 PRESSURE WASHER | REPLACE PRESSURE WASHER/CULVERT JETTER                        | 21yr  | \$10,000 |
| 2025 | DPW   | 40-91400-xxx | EQUIPMENT | #123 TRAILER        | up for rotation                                               | 31 yr | \$8,000  |
| 2025 | DPW   | 40-91400-xxx | EQUIPMENT | #127 4" TRASH PUMP  | up for rotation                                               | 25 yr | \$2,500  |
| 2025 | DPW   | 40-91400-xxx | EQUIPMENT | #74 ASPHALT ROLLER  | hard to get repair parts - up for rotation                    | 24 yr | \$25,000 |
| 2025 | DPW   | 40-91400-xxx | EQUIPMENT | #75 ROLLER TRAILER  | up for rotation                                               | 24 yr | \$10,000 |
| 2025 | DPW   | 40-91400-xxx | EQUIPMENT | safety poles        | clean and treat rust and cover with brightly colored bollards | ?     | \$7,000  |

**BEACH DRIVE SHORELINE**

|      |     |              |     |                       |                                                        |  |          |
|------|-----|--------------|-----|-----------------------|--------------------------------------------------------|--|----------|
| 2025 | DPW | 40-91600-849 | DPW | Beach Drive Shoreline | Maintenance & Misc./ Repairs for Beach Drive Shoreline |  | \$25,000 |
|------|-----|--------------|-----|-----------------------|--------------------------------------------------------|--|----------|

**MISC. CAPITAL**

|      |     |              |      |                                |                                                                             |  |          |
|------|-----|--------------|------|--------------------------------|-----------------------------------------------------------------------------|--|----------|
| 2025 | DPW | 40-91500-825 | MISC | Miscellaneous consultant tasks | Capital account in place to assist with engineering reviews of applications |  | \$25,000 |
| 2025 | DPW | 40-91500-xxx | MISC | Paths                          | Repave Lake Dr pedestrian path (Holly Ct to School)                         |  | \$75,000 |

**SEWER**

|      |       |              |                |                                   |                                                           |             |           |
|------|-------|--------------|----------------|-----------------------------------|-----------------------------------------------------------|-------------|-----------|
| 2025 | SEWER | 21-91000-888 | INFRASTRUCTURE | Rehab and Design of sewers        | Rehabilitation of the sewer per 2023 and 2024 inspections | 30-90 years | \$300,000 |
| 2025 | SEWER | 21-91000-888 | INFRASTRUCTURE | Rehab and Design of manhole rehab | Rehabilitation of the manholes in Basin 6                 | 30-90 years | \$260,000 |

**STORM**

|      |       |               |                |                                     |                                                                               |             |           |
|------|-------|---------------|----------------|-------------------------------------|-------------------------------------------------------------------------------|-------------|-----------|
| 2025 | STORM | 25-915000-846 | MAINTENANCE    | Sewer Assessments                   | Storm sewer assessments & televising                                          |             | \$40,000  |
| 2025 | STORM | 25-91500-835  | INFRASTRUCTURE | Storm replacement                   | General storm sewer improvements as needed                                    | 40-90 years | \$50,000  |
| 2025 | STORM | 25-91500-833  | INFRASTRUCTURE | Strom repair                        | Spot repairs and lining of storm sewer pipe - Gray Log Lane north of Fox Lane |             | \$100,000 |
| 2025 | STORM | 25-91500-833  | STORM          | Bergen/Fox Croft Ln/Port Washington | Strom Sewer rehab                                                             |             | \$125,000 |

**Lake Dr**

|      |     |              |                |                                 |                                 |  |          |
|------|-----|--------------|----------------|---------------------------------|---------------------------------|--|----------|
| 2025 | DPW | 40-91500-801 | INFRASTRUCTURE | Lake Dr. crosswalk improvements | Lake Dr. crosswalk improvements |  | \$20,000 |
|------|-----|--------------|----------------|---------------------------------|---------------------------------|--|----------|

**PROJECTS (DESIGN)**

|      |       |              |       |                     |                                    |  |          |
|------|-------|--------------|-------|---------------------|------------------------------------|--|----------|
| 2025 | DPW   | 40-91500-801 | ROADS | Road Reconstruction | Reconstruct Thorn                  |  | \$17,000 |
| 2025 | STORM | 25-91500-845 | STORM | Storm improvements  | Reconstruct Thorn                  |  | \$20,000 |
| 2025 | WATER | 50-81000-651 | WATER | Water               | Reconstruct Thorn                  |  | \$49,000 |
| 2025 | DPW   | 40-91500-801 | ROADS | Road Reconstruction | Reconstruct Bell (Lake to Calumet) |  | \$34,000 |
| 2025 | STORM | 25-91500-845 | STORM | Storm improvements  | Reconstruct Bell (Lake to Calumet) |  | \$40,000 |
| 2025 | WATER | 50-81000-651 | WATER | Water               | Reconstruct Bell (Lake to Calumet) |  | \$97,000 |



|      |       |              |       |                     |                                                      |  |          |
|------|-------|--------------|-------|---------------------|------------------------------------------------------|--|----------|
| 2025 | DPW   | 40-91500-801 | ROADS | Road Reconstruction | Reconstruct Yates (Santa Monica north to Green Tree) |  | \$31,000 |
| 2025 | STORM | 25-91500-845 | STORM | Storm improvements  | Reconstruct Yates (Santa Monica north to Green Tree) |  | \$35,000 |
| 2025 | WATER | 50-81000-651 | WATER | Water               | Reconstruct Yates (Santa Monica north to Green Tree) |  | \$87,000 |

#### PROJECTS

|      |       |              |       |                                       |                                 |  |           |
|------|-------|--------------|-------|---------------------------------------|---------------------------------|--|-----------|
| 2025 | STORM | 25-91500-xxx | ROADS | Storm Construction Alt 2 Construction | Beach Dr Groins South (Jetties) |  | \$317,000 |
| 2025 | STORM | 25-91500-xxx | ROADS | Storm Alt 2 Engineering/contingency   | Beach Dr Groins South (Jetties) |  | \$48,000  |
| 2025 | STORM | 25-91500-xxx | ROADS | Storm Construction Alt 3 Construction | Beach Dr Groins North (Jetties) |  | \$448,000 |
| 2025 | STORM | 25-91500-xxx | ROADS | Storm Alt 3 Engineering/contingency   | Beach Dr Groins North (Jetties) |  | \$67,000  |

#### WATER

|      |       |              |       |                               |                                       |  |          |
|------|-------|--------------|-------|-------------------------------|---------------------------------------|--|----------|
| 2025 | WATER | 50-81000-xxx | WATER | Water meter equipment         | replace water meters (5% of homes/yr) |  | \$35,000 |
| 2025 | WATER | 50-81000-xxx | WATER | Water inspection and cleaning | Water inspection and cleaning         |  | \$10,000 |

#### 2026

#### GIS

|      |       |              |     |                |                                                              |          |          |
|------|-------|--------------|-----|----------------|--------------------------------------------------------------|----------|----------|
| 2026 | DPW   | 10-53100-233 | GIS | GIS Activities | Annual maintenance, updates and enhancements to the database | On-going | \$15,000 |
| 2026 | WATER | 50-53100-233 | GIS | GIS Activities | Annual maintenance, updates and enhancements to the database | On-going | \$4,000  |
| 2026 | SEWER | 21-53100-233 | GIS | GIS Activities | Annual maintenance, updates and enhancements to the database | On-going | \$4,000  |
| 2026 | STORM | 25-53800-233 | GIS | GIS Activities | Annual maintenance, updates and enhancements to the database | On-going | \$4,000  |

#### FORESTRY

|      |     |              |          |                      |                                                                                              |        |          |
|------|-----|--------------|----------|----------------------|----------------------------------------------------------------------------------------------|--------|----------|
| 2026 | DPW | 40-91600-833 | FORESTRY | EAB management       | Manage ash in the Village - treatments, removals, plantings and administration (post 8-year) | Varies | \$75,000 |
| 2026 | DPW | 40-91600-824 | FORESTRY | Annual tree planting | Routine tree removals and plantings                                                          | Varies | \$20,000 |
| 2026 | DPW | 40-91600-851 | FORESTRY | Diseased elm removal | Remove diseased elms in the Village ROW                                                      | Varies | \$10,000 |

#### MISC. CAPITAL

|      |     |              |                  |                                |                                                                             |              |           |
|------|-----|--------------|------------------|--------------------------------|-----------------------------------------------------------------------------|--------------|-----------|
| 2026 | DPW | 40-91500-825 | MISC             | Miscellaneous consultant tasks | Capital account in place to assist with engineering reviews of applications |              | \$25,000  |
| 2026 | DPW | 40-91500-801 | PEDESTRIAN PATHS | Replace pedestrian path        | Replace the pedestrian path between Lombardy and Longacre                   | 25 years +/- | \$21,000  |
| 2026 | DPW | 40-91600-xxx | DPW              | Playground Equipment           | General playground equipment (Spooner & Indian Creek)                       |              | \$150,000 |

#### BEACH DRIVE SHORELINE

|      |     |              |     |                       |                                                        |  |          |
|------|-----|--------------|-----|-----------------------|--------------------------------------------------------|--|----------|
| 2026 | DPW | 40-91600-849 | DPW | Beach Drive Shoreline | Maintenance & Misc./ Repairs for Beach Drive Shoreline |  | \$25,000 |
|------|-----|--------------|-----|-----------------------|--------------------------------------------------------|--|----------|

#### EQUIPMENT

|      |     |              |           |                      |                                       |       |           |
|------|-----|--------------|-----------|----------------------|---------------------------------------|-------|-----------|
| 2026 | DPW | 40-91400-xxx | EQUIPMENT | #20 DUMP TRUCK       | REPLACE DUMP TRUCK W/PLOW,WING,SALTER | 2015  | \$180,000 |
| 2026 | DPW | 40-91400-xxx | EQUIPMENT | #97 PRESSURE WASHER  | REPLACE WALL MOUNTED PRESSURE WASHER  | 2011  | \$5,000   |
| 2026 | DPW | 40-91400-xxx | EQUIPMENT | #120 Road saw        | up for rotation                       | 13 yr | \$4,000   |
| 2026 | DPW | 40-91400-xxx | EQUIPMENT | #111 pressure washer | up for rotation                       | 17 yr | \$4,000   |
| 2026 | DPW | 40-91400-xxx | EQUIPMENT | #41 21" push mower   | up for rotation                       | 3 yr  | \$1,000   |
| 2026 | DPW | 40-91400-xxx | EQUIPMENT | #48 21" push mower   | up for rotation                       | 3 yr  | \$1,000   |

#### SEWER

|      |       |              |                |                            |                                   |             |           |
|------|-------|--------------|----------------|----------------------------|-----------------------------------|-------------|-----------|
| 2026 | SEWER | 21-91000-888 | INFRASTRUCTURE | Rehab& design of Sewers    | Rehabilitation of the sewer mains | 30-90 years | \$300,000 |
| 2026 | SEWER | 21-91000-888 | INFRASTRUCTURE | Rehab & design of manholes | Rehabilitation of manholes        |             | \$260,000 |

#### STORM

|      |       |              |                |                                              |                                                                           |             |           |
|------|-------|--------------|----------------|----------------------------------------------|---------------------------------------------------------------------------|-------------|-----------|
| 2026 | STORM | 25-91500-846 | MAINTENANCE    | Sewer Assessments                            | Storm sewer assessments & televising                                      |             | \$40,000  |
| 2026 | STORM | 25-91500-835 | INFRASTRUCTURE | Storm replacement                            | General storm sewer improvements as needed                                | 40-90 years | \$50,000  |
| 2026 | STORM | 25-91500-833 | INFRASTRUCTURE | Design Indian Creek (Manor Ct) Retaining W   | Replace retaining wall, remove sediment and improve water quality of TMDL |             | \$325,000 |
| 2026 | STORM | 25-91500-833 | DPW            | SWMP update                                  | Update the stormwater management plan (performed approx. every 5 years)   | 5 years     | \$90,000  |
| 2026 | STORM | 25-91500-xxx | INFRASTRUCTURE | Const. and Const. Mgmt. of IC retaining wall | Construction of Indian Creek and Manor retaining wall                     |             | \$325,000 |

#### LAKE DR

Possibly in 2025 - If Lake Dr pushed to 2026 village projects for 2026 will move to 2025

**PROJECTS**

|      |       |              |                |                                       |                                                       |             |           |
|------|-------|--------------|----------------|---------------------------------------|-------------------------------------------------------|-------------|-----------|
| 2026 | DPW   | 40-91500-801 | ROADS          | Road Reconstruction                   | Reconstruct Yates (SM north to Gr Tree)               |             | \$305,000 |
| 2026 | DPW   | 40-91500-801 | ROADS          | Construc Mgmt. Road Reconstruction    | Construct Mgmt. Yates (SM north to Gr Tree)           |             | \$37,000  |
| 2026 | WATER | 50-81000-651 | WATER          | Road Reconstruction (water)           | Reconstruct Yates (SM north to Gr Tree)               |             | \$865,000 |
| 2026 | WATER | 50-81000-651 | WATER          | Construc Mgmt. (water) Reconstruction | Construct Mgmt. Yates (SM north to Gr Tree)           |             | \$104,000 |
| 2026 | STORM | 25-91500-845 | STORM          | Road Reconstruction (storm)           | Reconstruct Yates (SM north to Gr Tree)               |             | \$350,000 |
| 2026 | STORM | 25-91500-845 | STORM          | Construc Mgmt. Road Reconstruction    | Construct Mgmt. Yates (SM north to Gr Tree)           |             | \$42,000  |
| 2026 | SEWER | 21-91000-866 | INFRASTRUCTURE | Manhole adjustments                   | Adjust manholes during street reconstruction projects | 25-30 years | \$35,000  |
| 2026 | DPW   | 40-91500-801 | ROADS          | Road Reconstruction                   | Reconstruct Thorn                                     |             | \$170,000 |
| 2026 | DPW   | 40-91500-801 | ROADS          | Construc Mgmt. Road Reconstruction    | Construct Mgmt. Thorn                                 |             | \$35,000  |
| 2026 | STORM | 25-91500-845 | STORM          | Road Reconstruction (storm)           | Reconstruct Thorn                                     |             | \$200,000 |
| 2026 | STORM | 25-91500-845 | STORM          | Construc Mgmt. Road Reconstruction    | Construct Mgmt. Thorn                                 |             | \$24,000  |
| 2026 | WATER | 50-81000-651 | WATER          | Road Reconstruction (water)           | Reconstruct Thorn                                     |             | \$485,000 |
| 2026 | WATER | 50-81000-651 | WATER          | Construc Mgmt. Road Reconstruction    | Construct Mgmt. & Thorn                               |             | \$59,000  |
| 2026 | SEWER | 21-91000-866 | INFRASTRUCTURE | Manhole adjustments                   | Adjust manholes during street reconstruction projects | 25-30 years | \$25,000  |
| 2026 | DPW   | 40-91500-801 | ROADS          | Road Reconstruction                   | Reconstruct Bell                                      |             | \$342,000 |
| 2026 | DPW   | 40-91500-801 | ROADS          | Construc Mgmt. Road Reconstruction    | Construct Mgmt. Bell                                  |             | \$41,000  |
| 2026 | STORM | 25-91500-845 | STORM          | Road Reconstruction (storm)           | Reconstruct Bell                                      |             | \$392,000 |
| 2026 | STORM | 25-91500-845 | STORM          | Construc Mgmt. Road Reconstruction    | Construct Mgmt. Bell                                  |             | \$47,000  |
| 2026 | WATER | 50-81000-651 | WATER          | Road Reconstruction (water)           | Reconstruct Bell                                      |             | \$970,000 |
| 2026 | WATER | 50-81000-651 | WATER          | Construc Mgmt. Road Reconstruction    | Construct MgmtBell                                    |             | \$117,000 |
| 2026 | SEWER | 21-91000-866 | INFRASTRUCTURE | Manhole adjustments                   | Adjust manholes during street reconstruction projects | 25-30 years | \$25,000  |

**WATER**

|      |       |              |       |                       |                                                                                             |  |          |
|------|-------|--------------|-------|-----------------------|---------------------------------------------------------------------------------------------|--|----------|
| 2026 | WATER | 50-81000-xxx | WATER | Water meter equipment | replace water meters (5% of homes/yr)                                                       |  | \$35,000 |
| 2026 | Water | 50-81000-800 | Relay | Relay water main      | Relay main in easement between Port Washington and Iroquois in the 7300 block (pipe burst?) |  | \$75,000 |

**Project Design**

|      |       |              |       |                                   |                                  |  |           |
|------|-------|--------------|-------|-----------------------------------|----------------------------------|--|-----------|
| 2026 | DPW   | 40-91500-801 | ROADS | Design Road Reconstruction        | Design for Daisy, Bridge & Allen |  | \$10,000  |
| 2026 | STORM | 25-91500-845 | ROADS | Design Storm Water Reconstruction | Design for Daisy, Bridge & Allen |  | \$90,000  |
| 2026 | WATER | 50-81000-651 | ROADS | Design Water Reconstruction       | Design for Daisy, Bridge & Allen |  | \$145,000 |
| 2026 | DPW   | 40-91500-801 | ROADS | Design Road Reconstruction        | Design Dean (Lake to Fox)        |  | \$77,500  |
| 2026 | STORM | 25-91500-845 | ROADS | Design Storm Reconstruction       | Design Dean (Lake to Fox)        |  | \$62,000  |
| 2026 | WATER | 50-81000-651 | ROADS | Design Water Reconstruction       | Design Dean (Lake to Fox)        |  | \$96,000  |

**2027****BEACH DRIVE SHORELINE**

|      |     |              |     |                       |                                                        |  |          |
|------|-----|--------------|-----|-----------------------|--------------------------------------------------------|--|----------|
| 2027 | DPW | 40-91600-849 | DPW | Beach Drive Shoreline | Maintenance & Misc./ Repairs for Beach Drive Shoreline |  | \$25,000 |
|------|-----|--------------|-----|-----------------------|--------------------------------------------------------|--|----------|

**GIS**

|      |       |              |     |                |                                                              |          |          |
|------|-------|--------------|-----|----------------|--------------------------------------------------------------|----------|----------|
| 2027 | DPW   | 10-53100-233 | GIS | GIS Activities | Annual maintenance, updates and enhancements to the database | On-going | \$15,000 |
| 2027 | WATER | 50-53100-233 | GIS | GIS Activities | Annual maintenance, updates and enhancements to the database | On-going | \$4,000  |
| 2027 | SEWER | 21-53100-233 | GIS | GIS Activities | Annual maintenance, updates and enhancements to the database | On-going | \$4,000  |
| 2027 | STORM | 25-53800-233 | GIS | GIS Activities | Annual maintenance, updates and enhancements to the database | On-going | \$4,000  |

**FORESTRY**

|      |     |              |          |                      |                                                                                              |        |          |
|------|-----|--------------|----------|----------------------|----------------------------------------------------------------------------------------------|--------|----------|
| 2027 | DPW | 40-91600-833 | FORESTRY | EAB management       | Manage ash in the Village - treatments, removals, plantings and administration (post 8-year) | Varies | \$75,000 |
| 2027 | DPW | 40-91600-824 | FORESTRY | Annual tree planting | Routine tree removals and plantings                                                          | Varies | \$21,000 |
| 2027 | DPW | 40-91600-851 | FORESTRY | Diseased elm removal | Remove diseased elms in the Village ROW                                                      | Varies | \$9,000  |

**MISC. CAPITAL**

|      |            |              |      |                                |                                                                                                       |           |           |
|------|------------|--------------|------|--------------------------------|-------------------------------------------------------------------------------------------------------|-----------|-----------|
| 2027 | DPW        | 40-91500-825 | MISC | Miscellaneous consultant tasks | Capital account in place to assist with engineering reviews of applications                           |           | \$25,000  |
| 2027 | DPW        | 40-91600-xxx | DPW  | Playground Equipment           | Playground equipment at pool design of facility                                                       |           | \$30,000  |
| 2027 | DPW        | 40-91500-xxx | DPW  | DPW Yard                       | DPW Yard - pave remaining yard, modify storage areas and add cold storage (if new facility not built) | 50+ years | \$450,000 |
| 2027 | INSPECTION | 40-91600-xxx | GIS  | Electronic permitting          | Create forms and tools to more efficiently perform inspections                                        | NA        | \$25,000  |

#### EQUIPMENT

|      |       |              |           |                               |                                         |                  |           |
|------|-------|--------------|-----------|-------------------------------|-----------------------------------------|------------------|-----------|
| 2027 | WATER | 40-91400-xxx | EQUIPMENT | #18 PICK-UP TRUCK 4X4 1/2 ton | REPLACE WATER UTILITY PICK-UP TRUCK 4X2 | 013 / 12-16 year | \$50,000  |
| 2027 | DPW   | 40-91400-xxx | EQUIPMENT | #15 RUBBISH PACKER            | REPLACE RUBBISH PACKER                  | 015 / 10-14 year | \$270,000 |
| 2027 | DPW   | 40-91400-xxx | EQUIPMENT | #2 Jetter truck               | up for rotation                         | 11 yr            | \$200,000 |

#### SEWER

|      |       |              |                |                   |                                                                                       |             |           |
|------|-------|--------------|----------------|-------------------|---------------------------------------------------------------------------------------|-------------|-----------|
| 2027 | SEWER | 21-91000-xxx | INFRASTRUCTURE | Sewer abandonment | Abandon sanitary sewers under residential homes and reroute (construction)            | 30-80 years | \$213,000 |
| 2027 | SEWER | 21-91000-xxx | INFRASTRUCTURE | I/I investigation | Perform I/I investigation to obtain flow data post rehab-particularly along Beach Dr. |             | \$40,000  |

#### STORM

|      |       |              |                |                   |                                                                                              |             |           |
|------|-------|--------------|----------------|-------------------|----------------------------------------------------------------------------------------------|-------------|-----------|
| 2027 | STORM | 25-91500-835 | INFRASTRUCTURE | Storm replacement | General storm sewer improvements as needed; INCREASE FROM \$25,000 DUE TO CONDITION OF PIPES | 40-90 years | \$50,000  |
| 2027 | STORM | 25-91500-xxx | INFRASTRUCTURE | Sewer abandonment | Abandon sanitary sewers under residential homes and reroute (construction)                   | 30-80 years | \$105,000 |
| 2027 | STORM | 25-91500-xxx | INFRASTRUCTURE | Pavement          | Indian Creek parking lot, green infrastructure with MMSD                                     |             | \$58,000  |

#### PROJECTS(DESIGN)

|      |       |              |       |                                   |                                                       |  |          |
|------|-------|--------------|-------|-----------------------------------|-------------------------------------------------------|--|----------|
| 2027 | DPW   | 40-91500-801 | ROADS | Design Road Reconstruction        | Design for Yates (Green Tree north to SM) & Claire Ct |  | \$25,000 |
| 2027 | STORM | 25-91500-845 | ROADS | Design Storm Water Reconstruction | Design for Yates (Green Tree north to SM) & Claire Ct |  | \$29,000 |
| 2027 | WATER | 50-81000-651 | ROADS | Design Water Reconstruction       | Design for Yates (Green Tree north to SM) & Claire Ct |  | \$72,000 |
| 2027 | DPW   | 40-91500-801 | ROADS | Design Road Reconstruction        | Design for Santa Monica (Yates to Green Tree)         |  | \$34,000 |
| 2027 | STORM | 25-91500-845 | ROADS | Design Road Reconstruction        | Design for Santa Monica (Yates to Green Tree)         |  | \$40,000 |
| 2027 | WATER | 50-81000-651 | ROADS | Design Road Reconstruction        | Design for Santa Monica (Yates to Green Tree)         |  | \$97,000 |

#### PROJECTS

|      |       |              |                |                                    |                                                       |             |             |
|------|-------|--------------|----------------|------------------------------------|-------------------------------------------------------|-------------|-------------|
| 2027 | DPW   | 40-91500-801 | ROADS          | Road Reconstruction                | Reconstruct Daisy, Bridge & Allen                     |             | \$350,000   |
| 2027 | DPW   | 40-91500-801 | ROADS          | Construc Mgmt. Road Reconstruction | Construct Mgmt. Daisy, Bridge & Allen                 |             | \$42,000    |
| 2027 | STORM | 25-91500-845 | STORM          | Road Reconstruction (storm)        | Reconstruct Daisy, Bridge & Allen                     |             | \$403,000   |
| 2027 | STORM | 25-91500-845 | STORM          | Construc Mgmt. Road Reconstruction | Construct Mgmt. Daisy, Bridge & Allen                 |             | \$49,000    |
| 2027 | WATER | 50-81000-651 | WATER          | Road Reconstruction (water)        | Reconstruct Daisy, Bridge & Allen                     |             | \$997,000   |
| 2027 | WATER | 50-81000-651 | WATER          | Construc Mgmt. Road Reconstruction | Construct Mgmt. Daisy, Bridge & Allen                 |             | \$120,000   |
| 2027 | SEWER | 21-91000-866 | INFRASTRUCTURE | Manhole adjustments                | Adjust manholes during street reconstruction projects | 25-30 years | \$30,000    |
| 2027 | DPW   | 40-91500-801 | ROADS          | Road Reconstruction                | Reconstruct Dean Rd (Lake to Fox)                     |             | \$370,000   |
| 2027 | DPW   | 40-91500-801 | ROADS          | Construc Mgmt. Road Reconstruction | Construct Mgmt. Dean Rd (Lake to Fox)                 |             | \$44,000    |
| 2027 | STORM | 25-91500-845 | STORM          | Road Reconstruction (storm)        | Reconstruct Dean Rd (Lake to Fox)                     |             | \$426,000   |
| 2027 | STORM | 25-91500-845 | STORM          | Construc Mgmt. Road Reconstruction | Construct Mgmt. Dean Rd (Lake to Fox)                 |             | \$52,000    |
| 2027 | WATER | 50-81000-651 | WATER          | Road Reconstruction (water)        | Reconstruct Dean Rd (Lake to Fox)                     |             | \$1,054,000 |
| 2027 | WATER | 50-81000-651 | WATER          | Construc Mgmt. Road Reconstruction | Construct Mgmt. Dean Rd (Lake to Fox)                 |             | \$127,000   |
| 2027 | SEWER | 21-91000-866 | INFRASTRUCTURE | Manhole adjustments                | Adjust manholes during street reconstruction projects | 25-30 years | \$30,000    |

#### WATER

|      |       |              |       |                       |                                       |  |          |
|------|-------|--------------|-------|-----------------------|---------------------------------------|--|----------|
| 2027 | WATER | 50-81000-xxx | WATER | Water meter equipment | replace water meters (5% of homes/yr) |  | \$35,000 |
|------|-------|--------------|-------|-----------------------|---------------------------------------|--|----------|

#### 2028

#### BEACH DRIVE SHORELINE

|      |     |              |     |                       |                                                        |  |          |
|------|-----|--------------|-----|-----------------------|--------------------------------------------------------|--|----------|
| 2028 | DPW | 40-91600-849 | DPW | Beach Drive Shoreline | Maintenance & Misc./ Repairs for Beach Drive Shoreline |  | \$25,000 |
|------|-----|--------------|-----|-----------------------|--------------------------------------------------------|--|----------|

#### GIS

|      |       |              |     |                |                                                              |          |          |
|------|-------|--------------|-----|----------------|--------------------------------------------------------------|----------|----------|
| 2028 | DPW   | 10-53100-233 | GIS | GIS Activities | Annual maintenance, updates and enhancements to the database | On-going | \$15,000 |
| 2028 | WATER | 50-53100-233 | GIS | GIS Activities | Annual maintenance, updates and enhancements to the database | On-going | \$4,000  |

|                          |       |              |                |                                    |                                                                                              |                 |           |
|--------------------------|-------|--------------|----------------|------------------------------------|----------------------------------------------------------------------------------------------|-----------------|-----------|
| 2028                     | SEWER | 21-53100-233 | GIS            | GIS Activities                     | Annual maintenance, updates and enhancements to the database                                 | On-going        | \$4,000   |
| 2028                     | STORM | 25-53800-233 | GIS            | GIS Activities                     | Annual maintenance, updates and enhancements to the database                                 | On-going        | \$4,000   |
| <b>FORESTRY</b>          |       |              |                |                                    |                                                                                              |                 |           |
| 2028                     | DPW   | 40-91600-833 | FORESTRY       | EAB management                     | Manage ash in the Village - treatments, removals, plantings and administration (post 8-year) | Varies          | \$75,000  |
| 2028                     | DPW   | 40-91600-824 | FORESTRY       | Annual tree planting               | Routine tree removals and plantings                                                          | Varies          | \$22,000  |
| 2028                     | DPW   | 40-91600-851 | FORESTRY       | Diseased elm removal               | Remove diseased elms in the Village ROW                                                      | Varies          | \$8,000   |
| <b>MISC. CAPITAL</b>     |       |              |                |                                    |                                                                                              |                 |           |
| 2028                     | DPW   | 40-91500-825 | MISC           | Miscellaneous consultant tasks     | Capital account in place to assist with engineering reviews of applications                  |                 | \$25,000  |
| 2028                     | DPW   | 40-91600-xxx | DPW            | Paint Village Hall                 | Paint Village Hall (Steve has in 2028)                                                       |                 | \$100,000 |
| <b>EQUIPMENT</b>         |       |              |                |                                    |                                                                                              |                 |           |
| 2028                     | DPW   | 40-91400-xxx | EQUIPMENT      | #3 DUMP 2 cu. yd. W/PLOW           | REPLACE 2 cu. yd. DUMP TRUCK 4x4 W/ 9' PLOW                                                  | 016 / 10-14 yea | \$70,000  |
| 2028                     | DPW   | 40-91400-xxx | EQUIPMENT      | General facility up keep           | repair glass block - tuck point and paint south wall, touch up pain on Village Hall          |                 | \$125,000 |
| <b>STORM</b>             |       |              |                |                                    |                                                                                              |                 |           |
| 2028                     | STORM | 25-91500-835 | INFRASTRUCTURE | Storm replacement                  | General storm sewer improvements as needed                                                   | 40-90 years     | \$50,000  |
| 2028                     | STORM | 25-91500-xxx | INFRASTRUCTURE | SWMP recommendation                | Sediment retention (Seneca & Indian Creek)                                                   |                 | \$125,000 |
| 2028                     | STORM | 25-91500-xxx | INFRASTRUCTURE | SWMP recommendation                | Sediment retention (Santa Monica & Indian Creek)                                             |                 | \$125,000 |
| <b>PROJECTS (DESIGN)</b> |       |              |                |                                    |                                                                                              |                 |           |
| 2028                     | DPW   | 40-91500-801 | ROADS          | Design Road Reconstruction         | Design for Santa Monica (Gr Tree to Calumet)                                                 |                 | \$56,000  |
| 2028                     | STORM | 25-91500-845 | STORM          | Design Road Reconstruction         | Design for Santa Monica (Gr Tree to Calumet)                                                 |                 | \$46,000  |
| 2028                     | WATER | 50-81000-651 | WATER          | Design Road Reconstruction         | Design for Santa Monica (Gr Tree to Calumet)                                                 |                 | \$159,000 |
| <b>PROJECTS</b>          |       |              |                |                                    |                                                                                              |                 |           |
| 2028                     | DPW   | 40-91500-801 | ROADS          | Road Reconstruction                | Reconstruct Yates (Green Tree North to SM) and Clair Ct                                      |                 | \$252,000 |
| 2028                     | DPW   | 40-91500-801 | ROADS          | Construc Mgmt. Road Reconstruction | Construction Mgmt. Yates (Green Tree North to SM) and Clair Ct                               |                 | \$31,000  |
| 2028                     | STORM | 25-91500-845 | STORM          | Storm water improvements           | Reconstruct Yates (Green Tree North to SM) and Clair Ct                                      |                 | \$289,000 |
| 2028                     | STORM | 25-91500-845 | STORM          | Construc Mgmt. storm water         | Construction Mgmt. Yates (Green Tree North to SM) and Clair Ct                               |                 | \$35,000  |
| 2028                     | WATER | 50-81000-800 | WATER          | Road Reconstruction                | Reconstruct Yates (Green Tree North to SM) and Clair Ct                                      |                 | \$717,000 |
| 2028                     | WATER | 50-81000-800 | WATER          | Construc Mgmt. Road Reconstruction | Construction Mgmt. Yates (Green Tree North to SM) and Clair Ct                               |                 | \$87,000  |
| 2028                     | SEWER | 21-91000-866 | INFRASTRUCTURE | Manhole adjustments                | Adjust manholes during street reconstruction projects                                        | 25-30 years     | \$50,000  |
| 2028                     | DPW   | 40-91500-801 | ROADS          | Road Reconstruction                | Reconstruct Santa Monica (Yates to Gr Tree)                                                  |                 | \$341,000 |
| 2028                     | DPW   | 40-91500-801 | ROADS          | Construc Mgmt. Road Reconstruction | Construction Mgmt. for Santa Monica (Yates to Gr Tree)                                       |                 | \$41,000  |
| 2028                     | STORM | 25-91500-845 | STORM          | Road Reconstruction                | Reconstruct Santa Monica (Yates to Gr Tree)                                                  |                 | \$392,000 |
| 2028                     | STORM | 25-91500-845 | STORM          | Construc Mgmt. Road Reconstruction | Construction Mgmt. for Santa Monica (Yates to Gr Tree)                                       |                 | \$48,000  |
| 2028                     | WATER | 50-81000-651 | WATER          | Road Reconstruction                | Reconstruct Santa Monica (Yates to Gr Tree)                                                  |                 | \$940,000 |
| 2028                     | WATER | 50-81000-651 | WATER          | Construc Mgmt. Road Reconstruction | Construction Mgmt. for Santa Monica (Yates to Gr Tree)                                       |                 | \$117,000 |
| 2028                     | SEWER | 21-91000-866 | INFRASTRUCTURE | Manhole adjustments                | Adjust manholes during street reconstruction projects                                        | 25-30 years     | \$35,000  |
| <b>WATER</b>             |       |              |                |                                    |                                                                                              |                 |           |
| 2028                     | WATER | 50-81000-xxx | WATER          | Water meter equipment              | replace water meters (5% of homes/yr)                                                        |                 | \$35,000  |
| <b>SEWER</b>             |       |              |                |                                    |                                                                                              |                 |           |
| 2028                     | SEWER | 21-91000-xxx | INFRASTRUCTURE | Sewer abandonment                  | Abandon sanitary sewers under residential homes and reroute (construction)                   | 30-80 years     | \$105,000 |



## VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

**To:** Village Board

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

**cc:** Kevin Ausman, Assistant Village Manager

**Date:** July 3, 2023

**Re:** Major Capital Considerations

---

While we have our 5-year CIP program to review this evening, I wanted to focus your attention on the potential financial impacts of funding larger and more significant capital needs.

I have attached a spreadsheet detailing 6 significant capital needs facing the Village. My goal is to show you in a simple, single document the total debt required, the annual debt service, and the increases which would be necessary to support this debt service. I kept the calculations simple as these could become unnecessarily complex at this point in time.

A few qualifiers which I assumed:

- Issuing 10 year GO debt at 4%
- The assumed interest rate is net of costs (no issuance costs included)
- The amortizations are generally flat.
- Operating levy remained capped.
- Debt service levy remained uncapped.

### Synopsis

Should the Village wish to do all of the projects listed, it would require financing approximately \$32 million dollars. (\$31,950,000). As you recall from the recently presented audit, the Village has enough debt capacity to issue this amount.

At this level, annual debt service would be approximately \$3.9 million dollars, an increase of 116.4% over the 2023 budgeted debt service of \$1,793,512.

All of the projects listed have been presented or discussed at least within the last 8 years, most within the last 2-3 years.

Village Hall/DPW

The Village had a space needs assessment performed by Barrientos in 2019 communicating the needs for a new facility. As costs have increased markedly since, I have estimated the cost for such a facility to now be \$20 million.

Village operations have not changed since that study and we have recently decided to take on recycling service. The equipment necessary for this service will require additional space for equipment storage, storage in a facility which is already full given our existing service levels.

The building itself is obviously older and we spend an increasing amount of unplanned dollars of basic operational matters, such as heating and cooling, plumbing, and other fundamental operational matters. Further, the building is simply inefficient to operate.

Assuming that the Village wants to retain the existing level of services, I do not see an opportunity to significantly reduce the size of a proposed Village Hall/DPW Building.

### Pool

The pool is one of the most studied and discussed item in the history of the Village. Recently:

- 2007 Barrientos Study
- 2017 Public Pool Facility Study (UW-Milwaukee and CDS)
- 2019 Aquatic Facility Study (Ayres)
- 2019 Municipal Pool Survey Report (Neighborhood Analytics & St. Norbert College)
- 2020 Fox Point Municipal Pool Final Report (Citizens Advisory Committee)
- 2023 Updated Cost(s) Analysis (Parkitecture).

These studies and presentations were public, had opportunities for public participation including public information meetings, and the work product created was (and is) posted to the Village website.

My calculations assume a \$7 million total capital expense, with \$3.5 million contributed by the Village and \$3.5 million contributed by the private sector (assuming this to be 50%).

As no aquatic facilities break even (and I don't expect them to), I assumed our current losses and extrapolated them over 30 years, with a 5% annual inflator. Assuming thusly, the Village would subsidize operations \$9.97 million over 30 years in addition to debt service costs of \$4.26 million dollars over 10 years.

**As you deliberate the pool issue, remember that our operating levy is capped, and it is probable that our overall general Village operating expenses will grow faster than our authorization to levy for them. Eventually those revenue and expense lines will cross, resulting in a potential fiscal cliff notwithstanding annual pool operating losses.**

Should the Board wish to spend capital dollars to make the 55-year-old facility operational, it would require an authorization without a known maximum expenditure limit acknowledging the age of the facility. The Assistant Village Manager described operations and repairs previously and will do so again in his presentation.

While researching unrelated items, DPW staff found two items of interest; first, minutes showing the Village Board discussing maintenance concerns about the Village Pool given the pool's age--in 1997. 26 years ago.

Further, Staff found three sketches of potential pool sites from 1968. Two are at Longacre; one is the existing site. (attached)

From 1968-2023 the Village experienced a reduction in the number of resident children. At one time, Dunwood School had almost 400 children in it, but was closed and sold as there were no children to fill it. Since 1968, the number of prospective customers has declined, and we have increased competitors in the marketplace for varied aquatic offerings. (JCC, WAC, Town Club, Nicolet High School, Elite, as examples) and we have Lake Michigan beaches nearby.

Outside of financial considerations, it is unknown if any aquatic facility will be able to recruit enough staff to operate fully.

#### Jetty-Lake Drive Water Improvements-Lake Drive Storm Water Improvement

Mr. Brandmeier presented all three of these in June, so I will not restate them all here. Suffice it to say that, should you wish to move ahead, the final estimates would depend on which options you would choose in each individual proposal.

#### Revetment Project

As noted in January and March, the Village issued a 3-year term/1 year call (3/1) issue to finance the revetment project along Lake Michigan. There were several reasons to do the deal this way, but a significant reason was the handling of the \$1.6 reimbursement to be received from WEM/FEMA. It was in the Village's best interest to issue a 10 year note and pay interest on the debt if we could take it out in 1-3 years.

The debt was sold at a TIC of 4.01%; it is currently (as of May 2023) invested at 5.01% (given the term of the issue, standard arbitrage rules do not apply). We will do an analysis as we get closer to the call date and see what action is in our best interest.

That being said, we will need to refinance the balance of the 3/1 issue no later than approximately 2.5 years.

#### Regular Annual Capital Issues

As we do annually, the Village will have an array of "standard" capital needs, much like the ones included in your CIP. I assumed an amount just slightly above this year's issue; I could have put an inflator on this amount and increased it annually for 10 years, but such detail is not necessary at this point.

This standard capital need will cost slightly in excess of \$300,000 annually.

### Conclusion

While the Village is currently in a superior financial position, this can change either in a moment or over an extended period of time, and can be exacerbated by decisions made without full awareness of the long-term financial impacts. I hope this has made you aware of these impacts as you deliberate these multi-generational considerations.



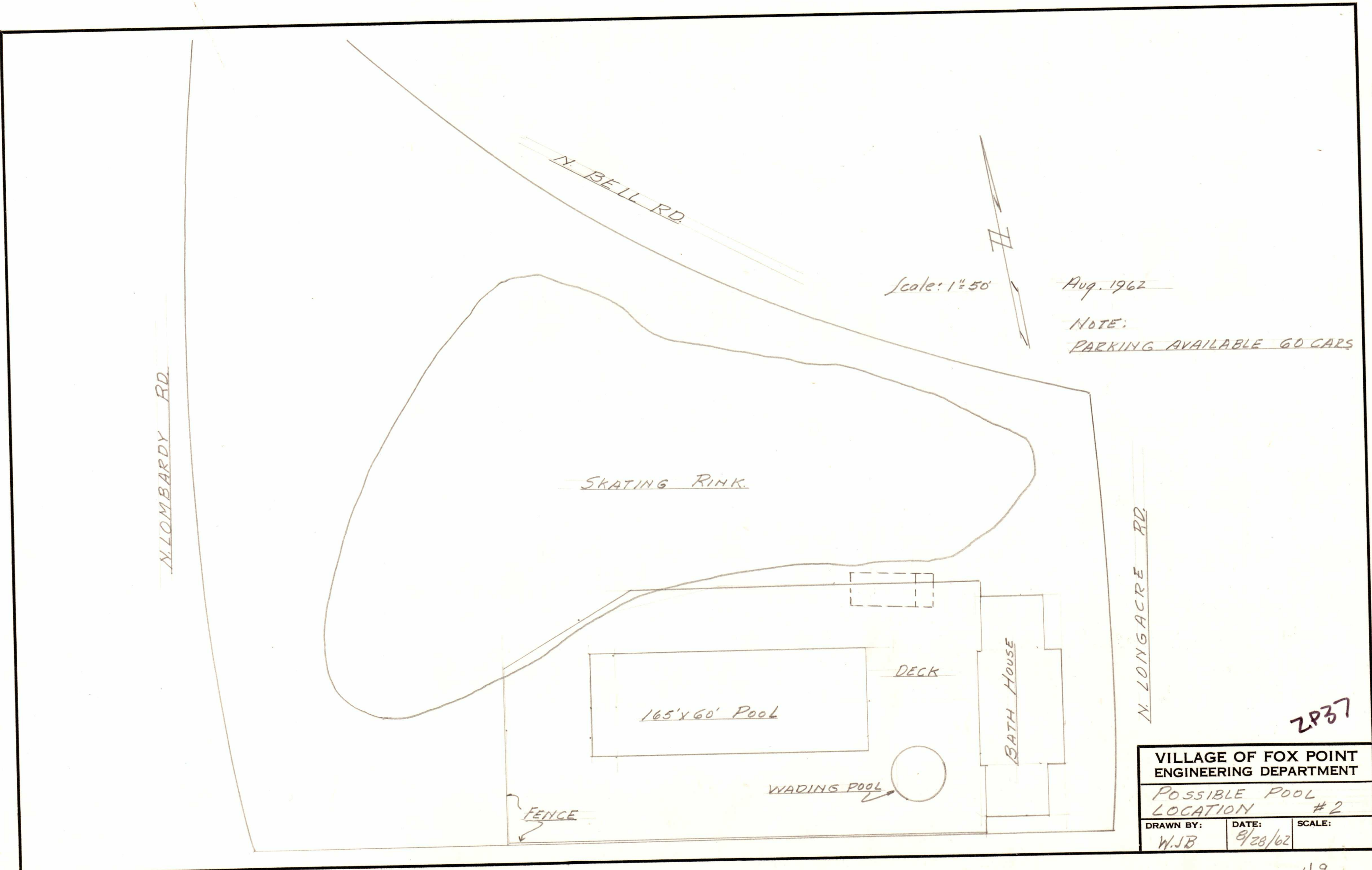
# POOL SPREADSHEET

| ITEM                          | <u>DEBT SERVICE</u> |                                   |
|-------------------------------|---------------------|-----------------------------------|
|                               | ESTIMATED COST      | ANNUAL DEBT SERVICE (Net of Fees) |
| Village Hall/DPW              | \$20,000,000        | \$2,429,883                       |
| Pool                          | \$3,500,000         | \$425,230                         |
| Jetty                         | \$700,000           | \$85,046                          |
| Lake Drive Water Improvements | \$1,000,000         | \$121,494                         |
| Lake Drive Storm Water        | \$1,500,000         | \$182,277                         |
| Revetment Project             | \$2,750,000         | \$334,109                         |
| "Regular" Annual Capital      | \$2,500,000         | \$303,375                         |
| Total                         | \$31,950,000        | \$3,881,414                       |
|                               |                     | \$1,793,512                       |
| Percent Increase Over 2023    |                     | 116.4%                            |

**POOL ESTIMATED NET POSITION**

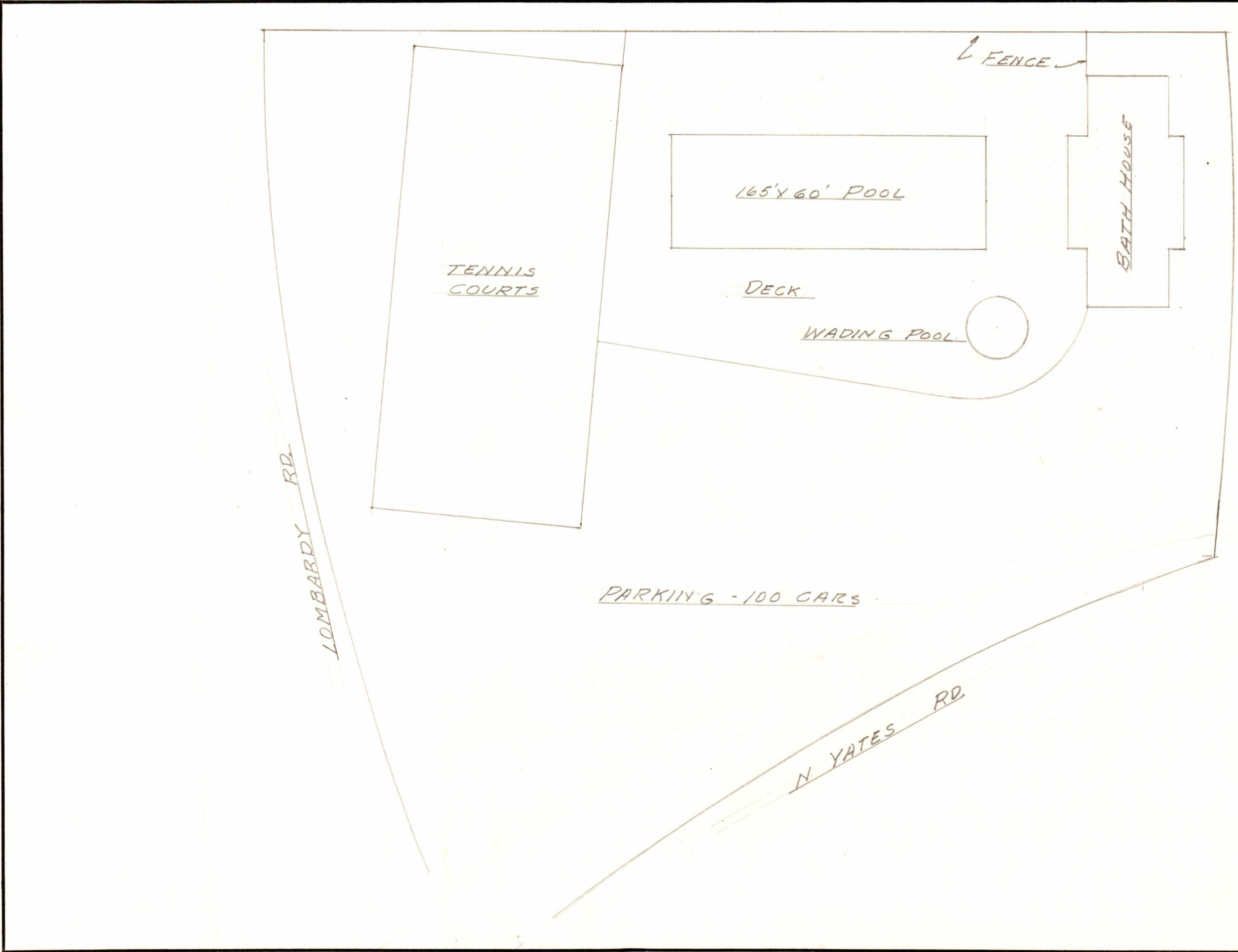
| <b>YEAR</b>  | <b>SHORTFALL</b>   | <b>DEBT SERVICE</b> | <b>TOTAL ANNUAL COST</b> |
|--------------|--------------------|---------------------|--------------------------|
| 1            | \$150,000          | \$425,230           | \$575,230                |
| 2            | \$157,500          | \$425,230           | \$582,730                |
| 3            | \$165,375          | \$425,230           | \$590,605                |
| 4            | \$173,644          | \$425,230           | \$598,874                |
| 5            | \$182,326          | \$425,230           | \$607,556                |
| 6            | \$191,442          | \$425,230           | \$616,672                |
| 7            | \$201,014          | \$425,230           | \$626,244                |
| 8            | \$211,065          | \$425,230           | \$636,295                |
| 9            | \$221,618          | \$425,230           | \$646,848                |
| 10           | \$232,699          | \$425,230           | \$657,929                |
| 11           | \$244,334          |                     | \$244,334                |
| 12           | \$256,551          |                     | \$256,551                |
| 13           | \$269,378          |                     | \$269,378                |
| 14           | \$282,847          |                     | \$282,847                |
| 15           | \$296,990          |                     | \$296,990                |
| 16           | \$311,839          |                     | \$311,839                |
| 17           | \$327,431          |                     | \$327,431                |
| 18           | \$343,803          |                     | \$343,803                |
| 19           | \$360,993          |                     | \$360,993                |
| 20           | \$379,043          |                     | \$379,043                |
| 21           | \$397,995          |                     | \$397,995                |
| 22           | \$417,894          |                     | \$417,894                |
| 23           | \$438,789          |                     | \$438,789                |
| 24           | \$460,729          |                     | \$460,729                |
| 25           | \$483,765          |                     | \$483,765                |
| 26           | \$507,953          |                     | \$507,953                |
| 27           | \$533,351          |                     | \$533,351                |
| 28           | \$560,018          |                     | \$560,018                |
| 29           | \$588,019          |                     | \$588,019                |
| 30           | \$617,420          |                     | \$617,420                |
| <b>TOTAL</b> | <b>\$9,965,827</b> | <b>\$4,252,300</b>  | <b>\$14,218,127</b>      |

(NOTE: Inflator is assumed 5% per annum.)



2837

2-49



2P38

| VILLAGE OF FOX POINT<br>ENGINEERING DEPARTMENT |                  |                  |
|------------------------------------------------|------------------|------------------|
| POSSIBLE POOL<br>LOCATION #1                   |                  |                  |
| DRAWN BY:<br>WJB                               | DATE:<br>8/28/62 | SCALE:<br>1"=50' |



R.R. R/W.



D.P.W. YARD

AVAILABLE PARKING - 200 CARS

FENCE

165' X 60' POOL

WADING POOL

DECK

BATH HOUSE

FILING STATION

E. GREEN TREE RD.

N. SANTA MONICA BLVD.

2P39

VILLAGE OF FOX POINT  
ENGINEERING DEPARTMENT

POSSIBLE POOL  
LOCATION # 3

|           |         |          |
|-----------|---------|----------|
| DRAWN BY: | DATE:   | SCALE:   |
| WJB       | 8/28/62 | 1" = 50' |

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909



## VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

**To:** Village Board

**From:** Kevin Ausman, Assistant Village Manager *KA*

**cc:** Scott Botcher, Village Manager; Scott Brandmeier, Director of Public Works *SAB*

**Date:** 7/6/2023

**Re:** Presentation on 2022-2023 Municipal Pool Status

## Introduction

Staff will present a timeline of repairs made during the 2022-2023 season and provide policy options for the Village Board regarding aquatics in Fox Point.

## Overview

Attached to the agenda packet and the presentation this evening is the June 20, 2023 Pool Closure memo which was given to the Village Board via email and placed on the pool webpage of the Village website (along with other relevant pool studies, surveys, reports, and committee documentation). The June Pool Closure memo details preseason repairs, startup maintenance, and the factors which led to closure of the facility. The intention of including this memo is to further clarify to the community how the closure decision was made, demonstrate the efforts that went into preparation for 2023, and provide context for a future policy decision by the Village Board.

## Options – Repair or Replace

Repairs of the existing facility are possible, yet expensive, and also come with the risk that future operations are not fully guaranteed given the age of the facility. Estimates from the DPW Foreman detail repairs conservatively in the range of \$150,000-\$200,000 for sand filters, main pool valve replacement, eyewash station, fall protection, electrical system and light replacement, and the possible painting of the pool shell. There is also a possibility of authorizing and funding repairs but no contractors willing to perform the work (such as pool shell painting).

Repairs may prolong the life of the existing facility but closure again in the future will again become a question of 'when' rather than 'if.' DPW Staff have identified more significant issues such as leaks/cracks within the piping of the pool itself (similar to what was experienced in Port Washington that delayed their opening), the structure of the pool may fail entirely (specifically in

the southeast corner that has begun to bow), and the water service line that runs from the pool pavilion to the mechanical area could fail. The water service line has been a perennial concern of Staff as it runs underneath the pool pavilion itself, then under the women's locker room, before it heads on an angle to the mechanical area to supply the pool. If the section under the pool pavilion building would break, repair may be impossible.

Also included in the presentation are the 2019 Ayres aquatics study concepts along with updated 2023 construction estimates. Should the Village Board choose to pursue an option of a new facility, Staff will require determination of size/location and funding, before moving forward with an RFP for design and construction.

### **Village Board Policy Decision**

Given the significant financial considerations regarding any option related to Village aquatics, Staff requires direction as a matter of policy.

The policy decisions regarding aquatics will naturally lend themselves to related items on this evening's agenda such as the Village Manager's CIP and long-term financing discussions.



## 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

**cc:** Scott Botcher, Village Manager; Scott Brandmeier, Director of Public Works

**Date:** June 20, 2023

**Re:** 2023 Pool Closure

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**Introduction:**

Last week the unfortunate decision was forced to be made to close the Fox Point Municipal Pool for the 2023 season. This decision was not made lightly, or without significant investment of time and energy from Staff, partners, and contracted services. Staff have received assertions in writing and in-person over the last week that Village employees had intentionally allowed the pool to expire due to underhanded tactics, which I hope to dispel. This memorandum intends to clarify how this decision was made, demonstrate the efforts that went into preparation for 2023, and provide context for a future policy decision by the Village Board.

The municipal pool opened in 1968 and has undergone a number of public studies, surveys, and analyses. Barrientos Engineering evaluated the facility in 2007 and determined the pool had an eleven-year predicted lifespan based on the condition of the pool's sanitary, storm and water utilities. In 2017, the UW-Milwaukee pool study reviewed the condition of the existing pool and gave alternatives for new facility options. In 2019, Ayres and Associates prepared their aquatic facilities study determining cost of aquatic facilities based on size and location (Note: Assistant Village Manager asked the study authors return and provide updated numbers for the Village Board in February 2023). In 2020, the Pool Committee completed their report ultimately recommending a multi-use facility at Longacre to serve as a central "community heart" with a public fundraising component. The age and status of the facility has been well-documented and presented during public meetings, with plenty of community input.

With the age and status of the facility in mind, preparation for the following year's season begins immediately following the closure of the current season. At the end of the 2022 season, pool staff clean the facility, DPW staff begin to drain the water and winterize the facility, computers/phones are put in storage, document future repairs, and mechanical services are shut down. Since at least 2016, the Assistant Village Manager had provided the Village Board with an end-of-season pool overview memo immediately following the pool season detailing repairs, programs, and revenue/expenditures for the operation of the roughly eight-week season and are permanently recorded as part of Village Board agenda packets. For reference, I have included the 2021 and 2022 overviews as attachment to this document. Specifically in 2022, at the request of Village management, the DPW Foreman put together a list of the known repairs for the facility, both major and minor, along with associated cost.



## **2023 Preseason and Repair Timeline:**

As early as September, 2022, DPW staff began contacting companies for quotes to assist with ever-increasing maintenance requirements at the pool. Ultimately, Horizon Pool Supply was chosen and the Village Board approved the maintenance contract in April 2023. In November of 2022, a new circulating pump motor was ordered, acknowledging that costs would be higher than previous years and there would likely be supply chain delays stemming from pandemic factory closures. The pump motor is absolutely necessary to the operations of the pool and was therefore ordered in December 2022 with an expected delivery date of just a few weeks in early January. It was not delivered until mid-March 2023, and ultimately arrived without an impeller.

Preseason repairs usually begin in early spring once the thaw is completed. In February, Horizon Pool Supply identified a number of safety concerns with the mechanical area known as "the pit," which is located underground. DPW Staff begin researching and implementing fall protection to access the mechanical area. During preseason walkthroughs, the DPW Foreman and mechanical contractors identified replacement of the main pool valves, maintenance of the two main pool heaters, and repair of the auto-fill system of the wading pool as priorities. The backup pump motor from 2022, which saved operations last year when the main pump failed, was rebuilt in case of another motor failure. Repairs were authorized and parts were ordered in April for delivery in May for the known issues. Advertisements for pool staff began in early February with two months of time planned for first consideration.

In April, the diving board was permanently eliminated by DPW Staff at the approval of Village management due to liability and safety concerns. Repairs could not be performed as the diving well and board are not up to code and no repair business was willing to take on the liability of any repairs. Chemical lines (identified in 2022) were also replaced, the pool shell was painted in some places, and the safety equipment in the pit were installed at this time. Four weeks of rolling interviews for pool staff were held in April and offers were made the first week of May. Ultimately, 13 lifeguards and 4 front box staff were hired at an expectation of 25-30+ hours per week.

During start up activities between May 15-19, more issues were found that needed to be addressed (see below). Parts that had been ordered with plenty of time had been delayed. DPW Staff described the problems as a perfect storm; the pool infrastructure is falling apart rapidly at a time when there are severe product shortages in the pool industry on certain items.

### **The Pavilion:**

- A pipe was broken in the wall between the men's bathroom and the men's shower. (Note: there is asbestos in the walls of the pavilion)
- The ADA shower on the men's side was broken. Water was coming out from behind the wall plate.
- The drinking fountain had another leak.
- A toilet and valve in the women's bathroom were bad, and needed to be replaced.

### **The Pool:**

- A third valve in the mechanical area was bad, and needed to be replaced.
- The large tent was found to be no longer usable. Replacement tent coverings were ordered and fitted.

Most parts finally arrived the week of May 22. These included two large valves for the main pool, parts for the wading pool auto-fill system, and parts for both pool heaters. Unfortunately, the pool cannot be prepped for the season without making these necessary repairs first. Pool staff attended training on May 31, schedules were handed out, and computer/internet was set up along with phone lines.

By this point in May, usually the pool has completed preseason maintenance, been filled, chemicals been added and regulated, and staff has been trained. The usual process is as follows: necessary repairs are completed in April/May, then the pool is scrubbed and cleaned, before the basin is filled with water (roughly 24 hours), and finally chemicals are added which take roughly 7-10 days to settle into acceptable ranges. The Village Board was notified on June 2 of these developments and that the delay of opening was possible.

Fehr Graham (safety compliance) performed a walk-through of all Village facilities, including the pool, on June 6. An eye wash station was recommended for the pit. If someone were to get chemicals in their eyes, it would be very difficult for that person to get out of the mechanical area since it is underground and only accessible by ladder. Due to the age of the infrastructure, location of mechanicals underground, and narrow space, it would be expensive and difficult to install. A few hours later, United Heartland (Workers Comp) performed an annual visit with the Village, and was inside the pool facility for the first time. Their representative was a little surprised by the pit, the duties Staff is expected to perform down there, and how Staff are expected to enter and exit. He strongly advised installation of a more permanent fall protection system. However, because of the uniqueness of the mechanical area, we would have to hire a company to come in and fabricate an entirely unique fall protection which would likely be very expensive. There should also be a carbon monoxide detector and a chlorine detector down in the pit due to the chemical storage.

### **Closure of the Facility:**

On June 5, the Village Board was provided with a status report confirming the delay in opening from June 10 to June 17, and notifications were sent to the community. As of June 5, the plumber had almost completed the repairs in the pavilion. The pipe leak in the wall between the men's bathroom and shower was cleverly addressed without cutting a hole in the concrete wall (and therefore dealing with the asbestos-wrapped pipes). The toilet was repaired in the women's changing room with significantly more work. DPW maintained hope that the remaining repairs in the pit would be completed that same day, or at least be close enough to finishing that they could scrub the pool and start to fill the basin, and then turn the pump on. This would still have provided the 7-10 day window required for chemicals to balance for a June 17 opening.

During this same notification to the Village Board, the DPW Foreman also raised concerns regarding the pool heaters since there have been issues with them the last two seasons given their age. The heaters are all higher-end units but they have to work harder given the age of the rest of the facility. The wading pool heater sits outside, so it is exposed to the elements year round. The two heaters for the main pool are in a shed, but it sits on top of the pit which is a horrible environment for anything metal. There are holes in the floor for piping so the heaters are exposed to all the dampness and moisture from down there year round. Pool water is corrosive, which makes the situation worse.

As pavilion repairs were completed on June 7, the Village's mechanical contractor determined that the main pool valves were the wrong size by 1/4". This was determined not to be an error of staff, rather it was an error on the supplier's end. DPW was able to race against the clock and expedite the acquisition of the proper valves but would not arrive for repair until Monday, June

12. Assuming these parts were correct, staff had begun internal preparations to make a delay of the already delayed June 17 opening, to just a few days later as soon as possible (assuming the repairs would take).

Ultimately, on June 13 the replacement valves which had just arrived were also the wrong size. After drilling deeper into the situation with the supplier, it was determined that the valve size we need simply are no longer fabricated. These valves hold back so much water pressure that this is not a case of welding parts, 3D printing them, or other creative plumbing solutions. No company would take on the safety or liability of "creative solutions," the Village's insurer would not either, and Village staff will only open a facility if it is safe to do so.

The only solution to repair the valves would be for the Village to spend, at a minimum, \$25,000-\$30,000 more for a significant plumbing reconstruction of the entire pit area. In a best case scenario, this reconstruction might get the pool operational by the end of July at the earliest, leaving the pool operational maybe for two or three weeks.

Additionally, as previously mentioned there are still many unknowns associated with the pool that may cause more delays. It is still unknown if the pool heaters work, if the sand filters will function properly, or if the pipes in the pool itself need repairs. Further, asking the young adults that staff the facility to wait an additional month or more to get to work would prohibit their ability to fill their summer, learn life skills, or make money for school.

The Village Board was notified on June 13, the same afternoon that Staff was made aware of the unfortunate conditions at the pool, and an announcement was made at the Village Board meeting that same evening. Aquatics staff were also notified at this time so they they were made aware by their employer and not from hearsay, the media, or social media. Notifications were sent through Village listservs to also immediately inform the community as directed by the Village Manager during that same meeting.

#### **Further Reading:**

Pool memberships purchased as of June 13, 2023: (\*note\* numbers updated as of 7/5/2023)

- 18 non-resident family passes
- 34 resident family passes
- 4 single adult resident passes
- 27 swim lessons

For comparison during the the exact same timeframe in 2022:

- 27 non-resident family passes
- 21 resident family passes
- 1 single adult resident passes
- 29 swim lessons

Immediately on the morning of June 14, the Assistant Village Manager began making preparations for refunds and to assist with aquatics staff transitioning summer employment to other facilities. Direct contact was made with representatives of the Jewish Community Center, Wisconsin Athletic Club, Milwaukee County, and Metro YMCA. Outreach was also made to a number of other organizations. We are aware of roughly half the staff confirmed to be in conversations with other facilities regarding expedited employment. The news media also picked up on the pool closure the morning of June 14. To date, only one local media outlet

called the Village and one local outlet sent written inquiry via email. Village Staff were briefly quoted by email by one outlet.

Closure of the facility also affected Village partnerships. Staff was forced to inform affected partners such as Master's Swim, the Wisconsin Athletic Club, Pete's Pops, and New Barons Brewing Company of the closure. Master's Swim had large interest, had planned to access the pool as soon as possible, and would be forced to find alternate plans for their members. The Assistant Village Manager had begun to implement a sponsorship program at the pool in 2023 and had received a number of inquiries from interested businesses. The Wisconsin Athletic Club was the first company to commit sponsorship funds in addition to providing free programming for Village residents and pool members. Pete's Pops had planned to return to the concession stand again in 2023. The pool was chosen specifically for the location of the beer garden partnership with New Barons for a number of reasons; adding additional value to a community amenity where customers would already be located, facility access to bathrooms, parking, and not impacting single family residences. The beer garden will continue and bathrooms are operational for this year, thanks to repairs completed on the pavilion, but the location may be rediscussed for 2024. Further, Village staff had worked with AT&T to offer a public WiFi option in 2023 after a number of pool guests had expressed an interest in "working from home from the pool."

### **Looking Forward:**

Staff expects the Village Board to deliberate on the facility and possibly take action at upcoming meetings, possibly as early as next month. The [pool webpage](#) has relocated all available studies, surveys, and supplemental information. More information will be added here as time progresses. It will benefit the Board and community locating these reference documents centrally so that all parties are operating from the same set of shared facts. We do not expect any future decisions or any solutions to be easy, but we hope to provide professional advice to questions that arise over the coming weeks and months.

There was no good time or manner to deliver this unfortunate news. DPW staff has done everything within their ability to maintain the facility for the last 55 years. Staff has spent every day of the last four months including weekends and evenings preparing programs and partnerships, performing preseason maintenance, making necessary replacements, hiring and training aquatics staff, maintaining applicable permits, undergoing safety improvements, and even contracting additional maintenance assistance. Staff did not let the pool expire.

The men and women in DPW are exceptionally hard-working individuals who have attempted to find every solution to known problems and to deal with the unknowns as they arise. A facility of this age has new unknown problems every year when preseason maintenance is performed in early spring or during startup procedures. There have been a number of public studies done which indicate that the pool had long exceeded its useful life. We have notified the public through Village listservs at every opportunity when new developments with the facility have occurred. Staff received the unfortunate news regarding repairs forcing closure of the facility, and we immediately informed the Village Board and community that same day. All Village Board meetings are recorded and available on the Village website along with every pool study and survey.

Hopefully the information contained within this memorandum has given the Board and members of the community increased understanding of the work required to address the challenges encountered just in the last nine months, and provides context for policy decisions moving forward.



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909

**To:** Village Board

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

**cc:** Kevin Ausman, Asst Village Manager

**Date:** July 6, 2023

**Re:** Popland, LLC Land Use Analysis Proposal-Village Property

---

Following this memo is a draft proposal to complete a space needs analysis for Village owned property on Santa Monica. This has been broached at previous Board meetings.

I had a few questions for the firm which have not been answered as of today. I thought I would include the proposal for your review, and assuming I get answers to my questions prior to the meeting, I will share those with you (hopefully with an updated packet) at that time.

Thank you for your consideration.

The Fee is based on hours per phase. Hours below are approximate and this includes the meetings. Here's a more detailed breakdown:

Phase 01: Discovery and Assessment - \$3,500

- Site Tour, Goal Setting and Assessments - 16 hours
- Read through Existing Village Documents - 4 hours
- Digital Base Creation and File Setup - 6 hours

Phase 02: Exploration - \$12,0000

- Preliminary Framework Studies and Supporting Drawings (Up to 3) - 54 hours
- Final/refined Framework Studies and Supporting Drawings (Up to 3) - 35 hours

Phase 03:Final Documentation - \$4,500 - 33 hours

Incorporate previous studies: The individual programming and space need information documented in the previous proposals, assessments, and surveys will be a helpful starting point, and will most likely inform some of our baseline conditions for general programming and space needs regarding future facilities and site uses in our overall studies.

Timeline: Based on my existing project and teaching commitments, this would be the earliest I can complete the project.

Meetings: Yes, I can include an in-person visit to a board meeting to present the findings. Not a problem.





# Village of Fox Point Civic Center Study

Fox Point, WI

PROPOSAL OF PROFESSIONAL SERVICES (DRAFT)

June 30th, 2023



**DRAFT**

June 30th, 2023

Transmitted via Email: [csymchych@villageoffoxpoint.com](mailto:csymchych@villageoffoxpoint.com)

Attn: Proposal of Professional Services

Christine Symchych  
 Fox Point Village President  
 7200 N Santa Monica Boulevard  
 Fox Point, WI 53217  
 (T) 414.403.7729  
 (E) [csymchych@villageoffoxpoint.com](mailto:csymchych@villageoffoxpoint.com)

Project Name: Village of Fox Point - Civic Center Study  
 Project Location: 7200 N Santa Monica Boulevard, Fox Point, WI 53217  
 Project Number: P-23004

Dear Christine,

POPLAND Studio LLC (hereafter referred to as the POPLAND Studio) is pleased to submit the following proposal of professional site planning services to the Village of Fox Point (hereafter referred to as the CLIENT) for the Village-owned parcels located between North Santa Monica Boulevard, East Green Tree Road, and North Bell Road in Fox Point, WI. This proposal, should it be accepted by you, shall be considered the outlined scope of services for the project. We are excited to start working with you, and thank you for this opportunity.

**A. PROJECT UNDERSTANDING AND SCOPE**

POPLAND Studio understands the purpose of this project is to provide a site planning study that identifies land use opportunities for creating a more vibrant, community-based civic center in the heart of Fox Point along North Santa Monica Boulevard. Recently there have been several planning reports, assessments, proposals, and public surveys completed by and for the Village that primarily studied individual land uses within and around the Village Police Department, Village Hall, Department of Public Works, and Village Pool. Some of the main reports include the:

- 2022 Cobalt Redevelopment Proposal
- 2021 Fox Point Comprehensive Plan (Vierbicher)
- 2020 Fox Point Municipal Pool Final Report (Citizens Advisory Committee)
- 2019 Municipal Pool Survey Report (Neighborhood Analytics & St. Norbert College)
- 2019 Aquatic Facility Study (Ayres)
- 2019 Village Hall and Public Works Facilities Conditions Assessment, Space Needs, & Concept Design (Barrientos)
- 2017 Public Pool Facility Study (UW-Milwaukee and CDS)

The documents listed above were important steps in providing the Village with a clear understanding of the baseline conditions regarding existing individual properties/facilities and potential future space needs. Much of the content in these documents will help inform the Civic Center Study, which will ultimately include up to three site planning configurations composed of new and existing land uses pulled from these reports and future conversations with the CLIENT.

For the detailed site planning scope, please see: [Attachment A - Detailed Description of Services and Deliverables.](#)

**B. SCHEDULE OF SERVICES (estimated)**

POPLAND Studio proposes the following project schedule to complete the Scope of Services defined in Attachment A. If any additional services are needed or requested, or if project delays outside of the control of POPLAND Studio occur, this schedule may need to be adjusted.



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Major Tasks

## Site Planning

- Phase 01: Discovery and Assessment
- Phase 02: Exploration
- Phase 03: Final Documentation

Estimated Completion

Approximately 4 months

**C. PROJECT DESIGN TEAM**

## Primary Contact:

Eric Schuchardt, PLA, ASLA  
 Design and Planning Principal  
 POPLAND Studio, LLC  
 1018 Spruce Street  
 Madison, WI 53715  
 (e) schuchardt@poplandstudio.com  
 (t) 608.285.2177

**D. PROFESSIONAL SERVICES & DELIVERABLES**

See Attachment A - Detailed Description of Services and Deliverables.

- Basic Design Services
- Additional Services
- Project Assumptions and Exclusions

**E. PROFESSIONAL FEE**

POPLAND Studio proposes the following Fee for the Basic Services as described here-in: Lump Sum Fee of \$20,500.00. (Includes overhead costs, travel, and reimbursables.)

I trust this proposal letter and attachment will provide the details you are seeking to finalize our design services agreement. We look forward to working with you on this project and please contact me with any questions.

Sincerely,



Eric Schuchardt  
 Design Principal  
 POPLAND Studio LLC

## Attachment:

- Attachment A - Detailed Description of Services and Deliverables

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## **Attachment A - DETAILED DESCRIPTION OF SERVICES AND DELIVERABLES**

### **BASIC DESIGN SERVICES**

#### **PHASE 01: DISCOVERY AND ASSESSMENT**

##### **1. Site: Tour, Goal Setting, and Assessment**

*Site Tour:* POPLAND Studio will start the planning process with an in-person site visit led by Village staff to tour the existing site, facilities, and adjacent neighborhood context. The tour of existing conditions will give POPLAND Studio first-hand knowledge of the spaces included in the study, how they are used, and general conditions as outlined in previous assessment reports and surveys.

During the site tour, POPLAND Studio will take notes about the existing property and context which may include building uses and access, setbacks, easements, utilities, rail right-of-ways, vehicular access and parking (staff, visitors and service), pedestrian circulation and access, bicycle circulation and access, topography, vegetation, drainage, lighting, viewsheds, sounds, walls, fences, and micro-climate (winds, shade, & sun).

*Discovery Session:* In a separate session, POPLAND Studio and Village staff will define and verify preliminary goals, guiding principles, and expectations that will help guide the direction of the future civic center framework studies. During this session, we will also clarify the project schedule and future meeting dates.

*Summary Assessment:* After the site visit, POPLAND Studio will prepare graphics documenting initial site impressions, project goals/guiding principles, opportunities, and constraints.

##### **2. Review of Existing Village Documents**

In preparation for the site visit and kickoff meeting with the Village staff, POPLAND Studio will review the following documents to be provided to POPLAND Studio by the CLIENT:

- 2022 Cobalt Redevelopment Proposal
- 2021 Fox Point Comprehensive Plan (Vierbicher)
- 2020 Fox Point Municipal Pool Final Report (Citizens Advisory Committee)
- 2019 Municipal Pool Survey Report (Neighborhood Analytics & St. Norbert College)
- 2019 Aquatic Facility Study (Ayres)
- 2019 Village Hall and Public Works Facilities Conditions Assessment, Space Needs, & Concept Design (Barrientos)
- 2017 Public Pool Facility Study (UW-Milwaukee and CDS)

Much of the content in these documents will be used to help inform future site planning configurations composed of new and existing land uses. During the kick-off meeting we will discuss each of these in more detail and determine if there are other land uses not described in these documents that are worth exploring in our initial civic center studies.

The CLIENT is responsible for providing POPLAND Studio with any township/city, state, and additional development codes, ordinances, and regulations affecting the site. This may include, but not be limited to, stormwater management requirements, roadside offsets/buffers, adjacent property offsets/buffers, and easements.

##### **3. Digital Base File Preparation**

POPLAND Studio will gather and prepare a digital site base file to be used for documenting existing conditions and preparing future studies. The CLIENT is responsible for providing POPLAND Studio with existing CADD files from past studies completed by consultants, topographic surveys,

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and any other existing CADD documents that will help create a more comprehensive base file. The ideal base file will include roads, rail corridors, walks, building footprints, walks, trees, planted vs lawn areas, walls, site utilities (power, water, storm, data), lighting, topography and an orthophoto. AutoCAD is the preferred format for sharing digital base files.

Please note, POPLAND Studio will not be providing a topographic survey, but can assist the CLIENT in a topographic survey request if desired.

**PHASE 02: EXPLORATION****1. Preliminary Civic Center Framework Studies**

Based on the site visit and assessment, POPLAND Studio will work with the CLIENT to develop up to 3 preliminary framework studies. Each study will provide different configurations of existing land uses with new potential uses identified in past Village reports and discussions with Village staff. These initial studies will be provided in 2D and touch on land uses, buildings (use, massing, and placement), circulation (vehicular, bicycle, and pedestrian), and parking.

**2. Refine and Finalize Civic Center Framework Studies**

After the Village staff's review of the preliminary framework plan, POPLAND Studio will finalize the studies based on their feedback and begin the final documentation.

**PHASE 03: FINAL DOCUMENTATION****1. Final Civic Center Summary Document**

The final documentation will include text summaries, maps, site drawings, diagrams and other supporting graphics. All final drawings will be generated with computer software. See below for the specific number of drawings to be created as part of the final deliverables.

**DELIVERABLES:** (All deliverables will be submitted in a digital PDF format.)

- Site Assessment Document: Goals, Guiding Principles, Inventory, Opportunities, and Constraints
- Preliminary Civic Center Framework Studies - Up to 3 studies
  - (1) Digital Plan View per Study (digital pdf)
- Final Civic Center Framework Studies - Up to 3 studies
  - (1) Digital Plan View per Study (digital pdf)
  - (Up to 2) Digital Conceptual Perspectives per Study
- Final Civic Center Summary Document - Format 8.5 x 11
  - Project Understanding: Background, Purpose, and Approach
  - Site Assessment: Context, Inventory, Opportunities, and Constraints
  - Civic Center Guiding Principles
  - Final Civic Center Studies
  - Moving Forward: Initiatives and Next Steps

**MEETINGS:** (For specific dates, see attached draft project schedule.)

- Meeting 01 – Kickoff: In-person Site Tour and Discovery Session with Village Staff
- Meeting 02 – Review Base and Inventory Information, and Discuss Site Goals, Opportunities and Constraints with Village Staff (Via Web Video)
- Meeting 03 – Review Preliminary Civic Center Framework Studies with Village Staff (Via Web Video)
- Meeting 04 – Review Final Civic Center Framework Studies and Draft Summary Document with Village Staff (Via Web Video)
- Meeting 05 - Review Final Civic Center Document with Village Staff (Via Web Video)

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**ADDITIONAL SERVICES**

In addition to the above services, POPLAND Studio would be pleased to offer additional services beyond the deliverables and meetings defined above in the Basic Design Services as requested by the CLIENT for an additional fee. Additional services may include, but are not limited to, the following:

- Attending additional meetings.
- Providing additional graphics, including three-dimensional photo-realistic renderings, video fly-through animation, or web-based presentations.

**PROJECT ASSUMPTIONS / EXCLUSIONS**

- POPLAND Studio will be meeting with internal Village staff only, and will not provide public presentations, engagement/workshop sessions, or meetings not listed as part of this contract.
- Facility assessments and space needs are excluded as part of this scope of services.
- Financial modeling, market analyses, cost estimates, and opinions of probable construction cost are excluded from this scope of services.
- Topographic surveys are excluded as part of this scope of services. If a topographic survey is determined necessary, POPLAND Studio shall coordinate with the appropriate sub-consultants for an agreed upon fee.
- Wetland, Waterways / Stream Delineation, Flood Studies (CLOMAR/LOMAR) and No-Rise Certifications are excluded as part of this scope of services.
- Landscape Architecture Technical Specifications, Construction Documents, Construction Permitting, Bidding services, As-built Documentation, and Maintenance Plans are excluded from this scope of services.
- Civil, Structural, Geotechnical, Mechanical, Electrical, and Plumbing Engineering Professional Services are excluded from this scope of services. Should other professional design services be required for planning, design, permitting and other construction purposes, POPLAND Studio shall coordinate with the appropriate sub-consultants and agencies on an agreed upon fee and/or on an hourly basis as necessary.
- Utility assessment and design including domestic water, septic / sanitary sewer and site electrical is excluded as part of the scope of services. Should these services be required, POPLAND Studio shall coordinate with the appropriate sub-consultants and agencies on an agreed upon fee and/or on an hourly basis as necessary.
- Stormwater treatment and detention is excluded as part of this scope of services. Should these services be required for design, permitting and other construction purposes, POPLAND Studio shall coordinate with the appropriate sub-consultants and agencies on an agreed upon fee and/or on an hourly basis as necessary.
- Irrigation design is excluded as part of this scope of services.
- Offsite roadway improvements, utility extensions and associated easements or rights-of-way, acquisition and mapping are excluded from this scope of services.
- Lighting layout and fixture selection are not included. Should site lighting design services be required, POPLAND Studio shall coordinate with the appropriate sub-consultants and agencies on an agreed upon fee and/or on an hourly basis as necessary.
- All construction materials testing and soils testing are excluded from this scope of services.
- Driveway sight distance analysis or traffic analysis and/or coordination with City and WIDOT are excluded from this scope of services.
- All Permitting is excluded as part of the scope of services.
- LEED design and documentation is excluded from this scope of services.
- All information, plan sets, graphics, and other documentation shall be provided digitally in PDF format. All printing is excluded as part of the scope of services.
- Services for tasks other than those specifically detailed above are not included in the above fees.

## POPLAND

|                |                                          |
|----------------|------------------------------------------|
| PROJECT TITLE  | Village of Fox Point: Civic Center Study |
| PROJECT NUMBER | P-23004                                  |
| COMPANY NAME   | POPLAND Studio                           |
| DATE           | 6/30/23                                  |

|                |                                    | 2023                                                                                                                                                                                                                                                                                                               |    |     |   |    |     |    |   |    |     |    |   | 2024 |    |     |    |   |    |    |     |   |    |    |     |   |   |     |  |  |
|----------------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----|---|----|-----|----|---|----|-----|----|---|------|----|-----|----|---|----|----|-----|---|----|----|-----|---|---|-----|--|--|
| Phase          |                                    | Details                                                                                                                                                                                                                                                                                                            |    | Q3  |   |    |     |    |   |    |     |    |   |      |    | Q4  |    |   |    |    |     |   |    |    |     |   |   | Q1  |  |  |
| Primary Phases |                                    |                                                                                                                                                                                                                                                                                                                    |    | Jul |   |    | Aug |    |   |    | Sep |    |   |      |    | Oct |    |   |    |    | Nov |   |    |    | Dec |   |   | Jan |  |  |
|                |                                    | 17                                                                                                                                                                                                                                                                                                                 | 24 | 31  | 7 | 14 | 21  | 28 | 4 | 11 | 18  | 25 | 2 | 9    | 16 | 23  | 30 | 6 | 13 | 20 | 27  | 4 | 11 | 18 | 25  | 1 | 8 | 15  |  |  |
| 1              | Phase 01: Discovery and Assessment | - Gather all base map and digital Information to create digital base<br>-Review Existing Village Planning and Design Documents<br><br>-Summary Assessment: Prepare site inventory information and graphics documenting initial site impressions, project goals/guiding principles, opportunities, and constraints. |    |     |   |    |     |    |   |    |     |    |   |      |    |     |    |   |    |    |     |   |    |    |     |   |   |     |  |  |
| 2              | Phase 02: Exploration              | -Preliminary Civic Center Framework Studies<br>-Refine and Finalize Civic Center Framework Studies                                                                                                                                                                                                                 |    |     |   |    |     |    |   |    |     |    |   |      |    |     |    |   |    |    |     |   |    |    |     |   |   |     |  |  |
| 3              | Phase 03: Final Documentation      | -Develop final documentation with text summaries, maps, site drawings, diagrams and other supporting graphics.                                                                                                                                                                                                     |    |     |   |    |     |    |   |    |     |    |   |      |    |     |    |   |    |    |     |   |    |    |     |   |   |     |  |  |
|                | Project Meetings                   | Meeting 01: Kickoff: In-person Site Tour and Discovery Session with Village Staff                                                                                                                                                                                                                                  |    |     |   |    |     | 30 |   |    |     |    |   |      |    |     |    |   |    |    |     |   |    |    |     |   |   |     |  |  |
|                |                                    | Meeting 02: Review Base and Inventory Information, and Discuss Site Goals, Opportunities and Constraints with Village Staff (Via Web Video)                                                                                                                                                                        |    |     |   |    |     |    |   | 28 |     |    |   |      |    |     |    |   |    |    |     |   |    |    |     |   |   |     |  |  |
|                |                                    | Meeting 03: Review Preliminary Civic Center Framework Studies with Village Staff (Via Web Video)                                                                                                                                                                                                                   |    |     |   |    |     |    |   |    |     |    |   |      | 24 |     |    |   |    |    |     |   |    |    |     |   |   |     |  |  |
|                |                                    | Meeting 04: Review Final Civic Center Framework Studies and Draft Summary Document with Village Staff (Via Web Video)                                                                                                                                                                                              |    |     |   |    |     |    |   |    |     |    |   |      |    |     |    |   | 16 |    |     |   |    |    |     |   |   |     |  |  |
|                |                                    | Meeting 05: Review Final Civic Center Document with Village Staff (Via Web Video)                                                                                                                                                                                                                                  |    |     |   |    |     |    |   |    |     |    |   |      |    |     |    |   |    |    |     |   | 20 |    |     |   |   |     |  |  |

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

July 6, 2023

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

**Re: Pool Fundraising  
Legal Recommendations**

Dear Mr. Botcher:

I understand that the Village will be inviting private fundraising to help pay for the municipal pool. I have had an opportunity to carefully consider this matter.

Years ago, the Footbridge Friends raised funds for the Ravine Lane footbridge. I suggest the Village use a similar arrangement for raising funds for the municipal pool. When the issue was considered regarding the pool I offered an opinion concerning the process, that is largely still relevant and re-stated below. I note the following comments, questions, concerns, and recommendations in this regard.

1. Direct Fundraising Not Recommended. There are numerous practical and legal problems that could arise if the Village would undertake fundraising for the pool project directly. The private donations could give rise to bias concerns and appearance of impropriety because you could receive donations from persons and entities which have pending applications, or who may seek approval of certain activities within the Village. Careful attention would also need to be given to the accounting for the donated funds, and if the project would not go forward as the public was led to believe when they donated, you could have an obligation to return the funds to each donor, which might be complicated. Your auditor may have additional concerns or thoughts in this regard. It is also tactically difficult for a municipality to solicit voluntary private donations because it is like asking individuals to pay more taxes than they already pay, to fund a government project. Many taxpayers may be more likely to decline the request, if it comes from the Village directly, than they would if the request came from a third party. The League of Wisconsin Municipalities has commented on this issue this way:

*While generally speaking city departments cannot engage in fundraising, a club or association made up of individuals within the department and*

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Scott Botcher  
July 6, 2023  
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*other interested persons may engage in fundraising activities for the benefit of the department. For example, it is common for municipal libraries to be supported by "Friends of the Library" associations. (League Opinion, Financial Procedure #230, August 30, 1998.)*

The League assumes in this comment, without offering any citation, that fundraising is generally prohibited. I have not found such a prohibition in the law however, either in State statutes or Wisconsin case law. McQuillin's Municipal Corporations Section 37.55 says that municipalities can raise funds from "citizens and property owners who agreed to [donate] although under no obligation to do so." So, technically it is probably possible for the Village to engage in fundraising directly, but it is fraught with complications, and I recommend against it.

2. Fundraising. If donations would be collected by a third party, numerous legal and practical problems could be significantly minimized. For example:
  - a. Donor Interest. Donors may be more willing to contribute to a municipal foundation than a local government. It may be more rewarding to know that the donation is used to serve the municipal foundation's mission of community service, than to know that the donation is the same as an extra tax payment.
  - b. Outside Statutory and Political Expenditure Constraints. Because the Foundation is independent of the local government, expenditures can be made that might appear to be excessive or unnecessary if the same expenditure would be made by the government.
  - c. Open Avenues for Funding. Many grant programs are available to private entities that are not available to governments. It may be that the Fox Point Foundation could raise funds for this project that the Village could not obtain directly.

If donations are made to a foundation, then the Village Board does not control the fund, and this loss of control could give rise to problems, of course. It may be advisable to meet with the foundation to discuss this issue, and to determine whether the foundation would be willing to pursue this fundraising effort, and on what terms. It may be appropriate to establish some specific guidelines for this fund, to ensure that the donated funds are collected and maintained appropriately and are made available for this pool project at the appropriate time, and the consequences that would follow if the pool project would be abandoned.

3. Footbridge Friends, Inc. In 2012, the Village created an ad hoc committee charged with finding an existing organization to raise private funds for this project, or in lieu of that, to create an organization that would do so. The Village President appointed to the ad hoc committee two Village Board members and three non-elected Village residents. The ad hoc committee then helped to form a separate entity, the Footbridge Friends, Inc. The three non-elected residents of the ad hoc committee became the initial board of directors of Footbridge Friends, Inc.. Footbridge Friends, Inc. provided reports on a regular basis to the Village Board. The Village funded the



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start-up costs of Footbridge Friends, Inc., including the incorporation fee and the application fee for exempt status, subject to a requirement that these funds would be repaid out of the money raised. Footbridge Friends, Inc. hired a fundraising consultant using additional funds loaned by the Village and actively raised funds for the project, to the benefit of the Village. Ultimately, Footbridge Friends, Inc. raised roughly half of the \$1.1 million dollars it took to repair the Bridge Lane Ravine footbridge.

4. Next Steps. If the Village Board is inclined to follow the footbridge model for this pool project, the next steps are as follows:

- a. Adopt a motion to proceed with the project, subject to receiving private donations for X amount of the cost. Modeling the motion on the procedure used for the footbridge (a copy of the relevant minutes is attached for reference), the motion could read:

I MOVE to direct Village staff to proceed with obtaining proposals for the design of a replacement municipal pool, to present to the Village Board for further action; with such replacement being funded by at least \$\_\_\_\_\_ of donated funds (which is approximately \_\_\_\_% of the anticipated construction cost); and any construction contract shall not be entered unless and until such donated funds are secured; and the Village Board reserves the right to reconsider its actions in this matter if the private funding goal is not reached on or before \_\_\_\_\_.

- b. Create an ad hoc committee charged with finding an existing organization that would raise private funds for this project, or in lieu of that, to create an organization that would do so.
  - i. The committee may consist of Village Board members and non-elected Village residents.
  - ii. This fundraising organization (selected or created) should be separate from the Village government and will have the ability to hire a fundraising consultant to begin to actively raise funds for the pool project.
  - iii. I have the footbridge model in my files and can forward that at the relevant time.
- c. The Village Board may choose to advance funds for the organization (if created) to provide the start-up costs for incorporation, subject to reimbursement. I have the footbridge model in my files and can forward that at the relevant time.
- d. Draft a resolution for the Village to accept and require funding from the organization with respect to the pool project. Again, I can provide the footbridge model at the relevant time.

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Scott Botcher  
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- e. Draft an agreement with the organization regarding payments to allow for the completion of the pool project. Again, I have the footbridge model in my files.

I will be happy to offer further assistance regarding the foregoing procedures and drafting the necessary documents on request. 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/LAM/em

Enclosure

cc: Christine Symchych, Village President  
Kevin Ausman, Assistant Village Manager  
Kelly Meyer, Village Clerk

VILLAGE OF FOX POINT  
VILLAGE BOARD MEETING  
APRIL 10, 2012

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A meeting of the Fox Point Village Board was held on April 10, 2012 in Schwemer Hall, 7200 N. Santa Monica Blvd., beginning at 7:02 p.m. Members of the Village Board present included:

Village President Michael A. West  
Trustee Bill Warner  
Trustee Eric Fonstad  
Trustee Beverly Bell  
Trustee F.R. Dengel III  
Trustee Douglas H. Frazer  
Trustee Christine Symchych

Also present were Village Manager Susan E. Robertson, Village Clerk Tanya O'Malley, and Village Attorney Eric Larson.

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 boards.

**Persons desiring to be heard - None**

**Public Hearing: Proposed Interior Renovations at St. Eugene School, 7600 N Port Washington Road**

On motion of Trustee Warner, seconded by Trustee Bell, and carried unanimously, the Board opened the Public Hearing at 7:03 p.m.

On motion of Trustee Warner, seconded by Trustee Symchych, and carried unanimously, the Board closed the Public Hearing at 7:05 p.m.

On motion of Trustee Fonstad, seconded by Trustee Warner, and carried unanimously, the Board approved the project as presented in the letter from St. Eugene School and found that the four requirements of the ordinance had been satisfied.

**Public Hearing: An Ordinance to Repeal and Recreate Section 14.07(2)(c)(8)(f) of the Village of Fox Point Village Code Related to Exceptions to Fence Standards for Particular Uses**

On motion of Trustee Warner, seconded by Trustee Bell, and carried unanimously, the Board opened the Public Hearing at 7:07 p.m.

On motion of Trustee Warner, seconded by Trustee Dengel, and carried unanimously, the Board closed the Public Hearing at 7:09 p.m.

On motion of Trustee Fonstad, seconded by Trustee Warner, and carried unanimously, the Board approved the Ordinance to Repeal and Recreate Section 14.07(2)(c)(8)(f) of the Village of Fox Point Village Code Related to Exceptions to Fence Standards for Particular Uses as presented in the Village Attorney's memo dated March 6, 2012.

**Consent Agenda**

- a. Approve the Minutes of the March 13, 2012 Village Board meeting as drafted March 22, 2012
- b. Accept Change Order No. 2 from Kapur & Associates in the amount of \$8,095 for the Green Tree Road Reconstruction Design project and authorize the Village President and Village Clerk to sign the contract per the Director of Public Works' memorandum dated April 4, 2012

VILLAGE OF FOX POINT  
VILLAGE BOARD MEETING  
APRIL 10, 2012

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- c. Accept the bid from Heartland Construction in the amount of \$120,994 for the Base Bid and Alternate Bid combined plus an additional \$7,006 for contingency costs for the Lift Station Rehabilitation project with \$20,000 to come from the unassigned Sewer Fund fund balance and authorize the Village President and Village Clerk to sign the contract per the Assistant Director of Public Works' memorandum dated March 29, 2012
- d. Accept the proposal from Best Painting and Restorations, LLC in the amount of \$24,335 plus an additional \$600 for other additional sandblasting and painting for the Pool Painting projects and authorize the Village Manager to sign the purchase order per the Assistant Director of Public Works' memorandum dated March 26, 2012
- e. Accept the proposals for two new dump trucks (replacing the #5 and #11 dump truck chassis and associated body equipment), and authorize the Village Manager to sign the purchase orders and Assistant Director of Public Works to sign contracts per the Assistant Director of Public Works' memorandum dated March 30, 2012, as follows: The proposal from Lakeside International Trucks LLC in the amount of \$121,842, and the proposal from Casper's Truck Equipment in the amount of \$101,865; and also authorize the Assistant Director of Public Works to spend an additional \$5,000 for graphics, modifications and miscellaneous small equipment related to such vehicles.
- f. Accept the proposals for a new truck (replacing truck #2 truck chassis and high-velocity sewer cleaning body), and authorize the Village Manager to sign the purchase order and Assistant Director of Public Works to sign the contract per the Assistant Director of Public Works' memorandum dated April 4, 2012, as follows: The proposal from Truck Country in the amount of \$58,299, and the proposal from Northern Sewer Equipment Co., Inc. in the amount of \$116,042; and also authorize the Assistant Director of Public Works to spend an additional \$5,659 for an extended emissions warranty, graphics, modifications and miscellaneous small equipment related to such vehicle.
- g. Accept the bid from Voss' Treemendous Tree Service in the amount of \$28.00 per inch diameter (DBH) and in an amount not to exceed \$18,200 for the removal of diseased Dutch Elm Trees and authorize the Village President and Village Clerk to sign the contract per the Village Forester's memorandum dated March 29, 2012
- h. Accept the bid of Johnson's Nursery, Inc. in the amount of \$14,871.93 for the supply of trees related to the Village's 2012 Emerald Ash Borer Initiative Tree Planting and authorize the Village Manager to sign the purchase order per the Village Forester's memorandum dated March 29, 2012
- i. Approve Payment of the Bills in the amount of \$727,175.27 for the period March 1, 2012 through March 31, 2012 per the report prepared by the Village Manager

On motion of Trustee Bell, seconded by Trustee Warner, and carried unanimously, the Board adopted the Consent Agenda as presented in the agenda.

**Discussion and Possible Action Regarding the Bridge Lane Ravine Footbridge and a Referendum or Survey Regarding the Footbridge**

Mr. Larry Booth, 220 E Clovernook Lane, stated that he had sent a proposal to the Board on March 20<sup>th</sup> that included three pieces: that the Board support rebuilding the footbridge but not at taxpayer expense, that the Board allocate \$250,000 of taxpayer money to remove the existing bridge and leave the site in a condition that allowed for the rebuilding of the bridge, and that the Board assist the footbridge advocates in raising funds for construction.

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Ms. Mary Connelly, 7267 N Bridge Lane, stated that the Village needed to keep its lifestyle and amenities, such as the swimming pool, ice rink, path to the beach, and the bridge. She stated that she was opposed to a referendum and that too much groundwork had already been done. She explained that it was time for the Board to make a decision and go forward with it.

Mr. Peter Richardson, 720 E Green Tree, stated that he was in support of the bridge and that it was an amenity that was used by many people. He explained that taxes often supported amenities that not everyone used such as the pool or the schools. He stated that it was up to the Board to decide the matter and that the Board had been elected to make the decisions. He stated that he was opposed to a referendum and was in favor of representative democracy.

Mr. Mark Drewek, 7100 N Lake Drive, stated that the concept of a community was that the disparate interests of everybody would be embraced. He explained that as a group, the varied interests should be respected, appreciated, and supported. He stated that he supported the bridge.

Ms. Barbara Schwartz, 7239 N Barnett Lane, stated that she did not support a referendum. She stated that the bridge was worth spending money on, particularly given the small amount of dollars that would be asked of each individual. She stated that she missed the bridge and looked forward to having something again.

Ms. Robin Barker, 7401 N Mohawk Road, stated that it was a great idea to get half the money by fundraising. She explained that the issue needed to go to referendum so that everyone would have a say.

Mr. Bob Cory, 7740 N Santa Monica Blvd, stated that taxes did not go down and that there were a lot of capital improvement demands on the tax money. He stated that the burdens, such as schools, the Police Department building, the North Shore Central Dispatch project, and the garbage trucks, were all worthwhile capital improvements. He explained that the cost of the bridge would be a burden on some residents. He suggested that the Village put out an informational flyer to every resident and to hold a referendum.

Mr. Terry McGauran, 308 E Willow Road, stated that he enjoyed using the bridge for running and biking and that the bridge was an asset that should be part of the community.

Ms. Dorothy Meyer, 7505 N Seneca Road, stated that she would rather see the streets in better condition. She explained that the bridge was nice but not for that amount of money.

Mr. Frank Reed, 7751 N Santa Monica Blvd, stated that he was retired, on a fixed income, and that the taxes went up every year. He stated that the Board could be more careful about spending money and that the bridge would not be for the good of most of the people.

President West made the following motion: I move that the Board hereby advises staff to direct our consultant, Ayers Associates, to proceed with preparation of design and bidding/construction documents for a replacement bridge at the Bridge Lane ravine subject to the following limitations:

- The design shall not preclude any construction/erection options in the Boldt Company report.
- The primary structural elements shall be steel trusses or steel wide flange beams. If trusses extend above the bridge deck, the tops of all the trusses shall be at the same distance above the deck. All the trusses shall have parallel, horizontal top chords.
- The vertical supports shall be structural steel.
- The design shall not require painting; weathering steel shall be used.
- Except for aesthetic features inherent in the design of necessary elements of the structure, the design shall be devoid of decorative elements or features.
- The clear width of the bridge shall be 9-feet.
- The deck walking surface, and the deck sub-structure, shall be designed to be constructed



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of durable, low or minimal maintenance materials. The material selections shall be made considering both initial and life cycle costs.

- The uniform design live load shall be 90-psf. The design will also accommodate the live load associated with a single maintenance vehicle; i.e. AASHTO H5 Truck live loading.
- The design of the bridge shall minimize the removal of trees as was illustrated in the Boldt Company report.
- Finally, in the event that the consultant finds that the specifications outlined herein cannot be achieved in compliance with applicable laws, or that the Village can achieve the same or more beneficial results at the same or less cost than the replacement bridge results that would be achieved by the specifications outlined therein, in other words if we can get a better deal at same or less cost, then the consultant shall present these recommendations to the Director of Public Works who may approve such changes upon written notice to the Village Board.

Trustee Frazer seconded the motion.

President West asked for unanimous consent to amend the motion to insert the word "authorizes" as opposed to "advises". Without objection, the motion was amended.

Trustee Bell made a motion to amend the first paragraph of the motion to insert the phrase "or a repaired bridge" following "replacement bridge". Trustee Warner seconded the motion.

With Trustees Bell and Warner voting aye, and Trustees Frazer, Fonstad, Dengel, and Symchych and President West voting nay, the motion failed.

On the amended main motion, the motion carried unanimously.

Trustee Frazer made a motion that the replacement of the Bridge Lane Ravine Footbridge project must be funded, at least in part, by at least \$625,000 of donated private funds; and any construction contract shall not be entered unless and until such donated funds are secured; and the Village Board reserves to itself the right to reconsider its actions in this matter if this private funding goal is not reached on or before January 31, 2013. Trustee Warner seconded the motion.

President West asked for unanimous consent to suspend the rules to allow public comment. Without objection, the rules were suspended.

Mr. Booth stated that the cost of a replacement bridge would be \$1.9 million, including construction, consultants, legal advice, and staff time, and that if a fundraising goal was to be set, it should be much higher. He stated that if the Board set a fundraising goal of 50% and the funds did not come in, then the taxpayers would be stuck with the rest of the tab.

Mr. Cory stated that if the project came in at a higher cost, the citizens would have to take up the slack.

Ms. Schwartz stated that the Citizens Committee could not raise funds until the Board took action.

Trustee Fonstad made a motion to amend the motion to insert "(which is approximately 50% of the current estimated cost of a replacement bridge)" after the words "donated private funds". Trustee Dengel seconded the motion.

President West asked for unanimous consent to amend the motion to amend the motion to add the phrase "net of the cost of removing the existing bridge". Without objection, the motion to amend was amended.

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On the amended motion to amend, the motion carried unanimously.

On the amended main motion, the motion carried unanimously.

On motion of Trustee Frazer, seconded by Trustee Fonstad, and carried unanimously, the Board authorized the Bridge Lane Ravine Footbridge Citizens Committee to spend up to \$1,500 of Village funds, for document preparation, filing fees, and similar expenses, to assist private citizens to create a non-profit corporation or foundation entity that will raise funds regarding the Bridge Lane Ravine Footbridge issue; with such expenses to be paid either directly by the Village, per Village disbursement procedures, or by the Committee or its members and then reimbursed per Village reimbursement procedures.

It was the consensus of the Board that the Bridge Lane Ravine Footbridge Citizens Committee should work with all deliberate and appropriate speed to meet to bring forth suggestions as to professional fundraising and to consult with the Village Manager to tap into her expertise on this matter. The Village Manager was requested to cooperate with the Citizens Committee.

**Consideration of Resolution Awarding the Sale of General Obligation Refunding Bonds, Series 2012A in an Amount not to exceed \$2,550,000**

Village Treasurer John George and Mr. Steve Kornetzke, Robert W. Baird and Co., were present to provide information and answer questions.

On motion of Trustee Symchych, seconded by Trustee Bell, with all members voting aye, the Board adopted the Resolution Awarding the Sale \$2,540,000 General Obligation Refunding Bonds, Series 2012A.

**Consideration of Resolution Awarding the Sale of General Obligation Corporate Bonds, Series 2012B in an Amount not to exceed \$2,500,000**

Village Treasurer John George and Mr. Steve Kornetzke, Robert W. Baird and Co., were present to provide information and answer questions.

On motion of Trustee Symchych, seconded by Trustee Warner, with all members voting aye, the Board adopted the Resolution Awarding the Sale of \$2,500,000 General Obligation Corporate Bonds, Series 2012B.

**Presentation by Friends of Doctors Park**

President West announced that this agenda item was intended for the May agenda and would be taken up at that time.

**Request from Nicolet High School – Fee Waiver for Use of Longacre Pavilion**

Mr. Jason Grodsky, Nicolet High School, was present to provide information and answer questions.

On motion of Trustee Symchych, seconded by Trustee Fonstad, with Trustees Bell, Warner, Fonstad, Dengel, and Symchych and President West voting aye, and Trustee Frazer voting nay, the Board granted a partial fee waiver to Nicolet to use the restrooms on the dates asked for with the exception of the dates that the Clerk mentioned at the rate of \$25 per day as was done last year.

**Future Agenda Items**

**VILLAGE OF FOX POINT  
VILLAGE BOARD MEETING  
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On motion of Trustee Dengel, seconded by Trustee Symchych, and carried unanimously, the Board agendaed discussion and possible action to direct staff to liaise with the Village of Bayside regarding cooperating on their Spring Clean-up Days.

**Announcements**

Trustee Bell announced that the Village had been granted Bird City Wisconsin status, thanked the people and entities involved, and announced that the first International Migratory Bird Day would be celebrated on May 5, 2012 at Indian Creek Woods. She announced that the Village had received a letter from WE Energies regarding damages at Indian Creek Woods and suggested that the Village get information regarding the contract, supervision, and the possibility of funding for what was damaged. She announced that she had received a letter from former County Supervisor Rice and suggested that the Board send letters to former Supervisor Rice and current Supervisor Lipscomb. She announced that the North Shore Library was involved in the Gill Lecture Series and that one would be held on April 11, 2012 at Nicolet High School at 6:30 p.m.

**Adjourn**

On motion of Trustee Bell, seconded by Trustee Warner, and carried unanimously, the Board adjourned at 9:48 p.m.

Respectfully submitted,

Tanya O'Malley, WCMC  
Village Clerk



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

**RESOLUTION NO. 2023-\_\_**

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**RESOLUTION OF COMMENDATION**

**WHEREAS, Steven R. Schulteis** began his career with the Village of Fox Point Department of Public Works as a Laborer on September 23, 1986; and

**WHEREAS, Steven R. Schulteis** served in various capacities throughout his career, including laborer and, most recently, as a dedicated rubbish collector; and

**WHEREAS, Steven R. Schulteis** faithfully and passionately performed all required duties throughout his nearly 37-year career with the Village; and

**WHEREAS, Steven R. Schulteis** embodied the very essence of a Fox Point employee through attention to detail and commitment of service to the residents above all else; and

**WHEREAS, Steven R. Schulteis** fostered long-lasting relationships and friendships with residents and coworkers alike; and

**WHEREAS, Steven R. Schulteis** announced his retirement effective June 30, 2023,

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of the Village of Fox Point extends its sincere appreciation to **Steven R. Schulteis** for his dedication and service to the Village of Fox Point and wishes him well in all his future endeavors.

**PASSED AND ADOPTED** this 11th day of July, 2023.

\_\_\_\_\_  
Christine Symchych  
Village President

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

## COOPERATION AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the Village of Fox Point, (hereinafter referred to as the "Municipality").

### WITNESSETH:

**WHEREAS**, the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, (hereinafter referred to as the "Act") providing Federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

**WHEREAS**, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as "NAHA") providing Federal assistance for, among other things, the HOME Investment Partnership program (hereinafter referred to as "HOME") which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing; and

**WHEREAS**, the Act makes possible the allocation of funds to Milwaukee County for the purpose of undertaking only community development program activities identified in Section 105 of the Act; and

**WHEREAS**, NAHA makes possible the allocation of funds to Milwaukee County for the purpose of undertaking housing programs identified in Section 211 of NAHA; and

**WHEREAS**, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") for funds authorized under the Act and NAHA; and

**WHEREAS**, the Act recognizes that the Municipality may enter into cooperation agreements with the County in order to undertake housing and community development activities as authorized in Section 105 of the Act; and

**WHEREAS**, the County and the Municipality have determined that joint action is an effective way to accomplish the purposes of said Act and NAHA; and

**WHEREAS**, counties in Wisconsin, pursuant to Wisconsin Statutes Sec. 59.01 and municipalities in Wisconsin, pursuant to Wisconsin Statutes Sec. 66.0301 have the necessary authority to enter into contracts of the type herein contemplated.

**NOW, THEREFORE**, upon the consideration of the mutual promises contained herein, it is agreed between the County and the Municipality as follows:

## **PROVISIONS:**

**1. Purpose.** The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, by means of submitting to HUD a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds (“CDBG”) as an Urban County from Federal Fiscal Years 2024, 2025, and 2026 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three (3) federal fiscal years and from any program income generated from the expenditure of such funds.

**2. Consideration:** The Municipality, by the execution of this Agreement, agrees to have its yearly CDBG allocation calculated by a formula using Families in Poverty census data. Both the CDBG and HOME programs use this census factor, and others, to determine yearly allocations for cities, counties and states. The HOME program provides an online tool, the Consortium Builder (see <https://www.hudexchange.info/resource/2450/home-consortia-builder-a-tool-to-estimate-funding/> for more information), that provides guidance on how to combine demographics of member governments for allocation amounts. The County uses the Consortium Builder Tool to determine Urban County member’s allocations. Since the members of the CDBG Urban County are also members of the HOME Participating Jurisdiction, these factors are consistent across both programs.

A Municipality may expend each year’s allocation using one or both of the following options. The Municipality can 1) submit a proposed project(s) for funding consideration, and/or 2) have all or some of its allotment for that year applied to the Home Repair Program. These two options are described in more detail below.

**Proposed Project(s):** A Municipality must have a proposed project(s) that 1) meets a National Objective of the CDBG Program (Benefit to Low- and Moderate Income Persons, Prevention or Elimination of Slum and Blight, or meeting an Urgent Need); 2) is an eligible activity under the CDBG program; and 3) meets one or more of the Goals and Objectives of the current Consolidated Plan. A Municipality’s allocation may be impacted by past project performance and outcomes, past project compliance with applicable regulations, and compliance with this Cooperation Agreement. The County agrees to include the Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of the Housing and Community Development Act.

**Home Repair Program:** Since 1976, the Home Repair program has been providing low- and no-interest loans for home repair, including the removal of architectural barriers for disabled low-income homeowners and tenants. Funding for the Home Repair Program is provided by CDBG and HOME funds. The overall intent of the program is to rehabilitate, maintain, and expand the supply of decent, safe and sanitary housing within suburban Milwaukee County. Administrative control is exercised by the Milwaukee County Housing Division with the Home Repair Review Board having final policy-making and loan approval/denial authority. A Municipality may choose to have all or some of its allocation included in that year’s CDBG funding for the Home Repair Program. An effort would be made to provide assistance under this program to income qualified homeowners/tenants within the Municipality’s jurisdiction.

3. Restrictions. Neither the County nor the Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.

4. Term. The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three (3) entire Program Years 2024, 2025, and 2026 and for such additional time as may be required for the expenditure of program income received and of funds granted through the Act and NAHA to the County for such period, as defined by HUD regulations and included within HUD Notice CPD 23-02. A municipality executing an Agreement for participation shall not have the opportunity to terminate or withdraw from the Agreement during the period that this Agreement is in effect. This Agreement shall be in effect for three (3) successive years and remain in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year period are expended and the funded activities completed.

5. Obligations.

- a. Milwaukee County and the Village of Fox Point agree to undertake all actions necessary to assure compliance with Milwaukee County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, that this grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementation of regulations at 24 CFR part 1, and the Fair Housing Act, along with regulations at 24 CFR part 100 and will affirmatively further fair housing. See 24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152.

Milwaukee County will also comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementation of regulations at 24 CFR part 6 that incorporates Section 504 of the Rehabilitation Act of 1973, and implementation of regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the regulations at 28 CFR part 35 of the Age Discrimination Act of 1975, and the implementation of the regulations at 24 CFR part 146 and Section 3 of the Housing and Urban Development Act of 1968.

In addition to the above, Milwaukee County will follow provisions of the National Environmental Policy Act of 1969, and other applicable laws. In addition, the Municipality is subject to the same requirements applicable to subrecipients, pursuant to 24 CFR 570.501(b), including the requirement of a written agreement as set forth in 24 CFR 570.503.

The Municipality understands, acknowledges and agrees that non-compliance with any of the provisions above may constitute non-compliance by the County which may provide "cause" for funding sanctions or other remedial actions by HUD. Further, Urban County Community Development funding is prohibited for activities in or in support of any cooperating unit of government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

The municipality shall complete and sign the assurances and certifications as noted in HUD 424-B.

- b. The Municipality shall select at least three (3) action items from the list below to affirmatively further fair housing for the duration of this Agreement. The Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.
  - i. Provide Milwaukee County Housing Division and make available to developers an inventory of developable land that is suitable for affordable, high-density, multi-family housing.
  - ii. Provide a list to the Milwaukee County Housing Division annually of all Tax Incremental Financing (TIF) Districts that will terminate within the next five (5) years and plans to extend the TIF to create affordable multi-family housing.
  - iii. Work with Southeast Wisconsin Regional Plan Commission and/or Metropolitan Milwaukee Fair Housing Council to review and revise ordinances to remove barriers to affordable housing. Zoning ordinances, building ordinances, and fair housing ordinances are examples of the types of ordinances that may impact housing.
  - iv. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.
  - v. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the Municipality to encourage participation in the Housing Choice Voucher program and provide landlords with fair housing information.
  - vi. Train elected officials serving on the governing board (common council/board of trustees) and volunteers serving on the plan commission, board of appeals, and other bodies impacting housing in fair housing laws and the requirement to affirmatively further fair housing.
  - vii. Train “first point of contact” staff to ensure that persons requesting assistance for possible fair housing violations obtain timely and accurate information from anyone who may answer a phone or field fair housing inquiries from the public.
  - viii. Any other activity listed in the recommendations section of the Regional Analysis of Impediments to Fair Housing (October 2, 2020 edition and any updated Analysis) with approval from the Milwaukee County Housing Division.
- c. Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.

- d. Pursuant to HUD regulations, the Municipality may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.
- e. Pursuant to HUD regulations, the Municipality may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. However, this Agreement does not preclude The County or the Municipality from applying for State HOME funds.
- f. The Municipality attests that it has adopted and is enforcing:
  - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- g. The Municipality must inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.
  - i. Any such program income must be paid to the County, or if the completion of an approved activity should require the use of program income, the Municipality may retain said income upon mutual agreement of the County and the Municipality.
  - ii. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.
- h. The Municipality must establish and maintain appropriate record keeping and reporting of any retained program income and make such available to the County in order that the County can meet its monitoring and reporting responsibilities to HUD.
- i. If the Milwaukee County Urban County Community Development program is, at some future date, closed-out, or if the status of the Municipality's participation in the Milwaukee County Urban County Community Development program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
- j. If the Municipality utilizes in whole or in part, funds covered by this Agreement to acquire and/or improve real property which will be within the control of the Municipality, then the following standards shall apply:
  - i. The Municipality will notify the County in advance of any modification or change in the use of real property from that planned at the time of the acquisition or improvement, including disposition;

- ii. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and
- iii. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with CDBG funds prior to or subsequent to the close-out, change of status, or termination of this Cooperation Agreement shall be treated under the provisions of this Agreement concerning program income.
- k. As required by the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76, a local unit of general government may not sell, trade or otherwise transfer all or any portion of the CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

6. Authorization.

- a. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on June 22, 2023, Resolution File No. 23-611 (copy attached).
- b. The Municipality has executed this Agreement pursuant to action taken by its governing body on \_\_\_\_\_, 20\_\_\_\_, by law (copy attached).

**SIGNATURE PAGE FOLLOWS:**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day, month and year first above written.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK].



STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ESTABLISHING A MUNICIPAL POOL CITIZENS COMMITTEE**

WHEREAS, the Village of Fox Point Village Staff have concluded that the existing municipal pool cannot be operated in its current condition, the cost to repair is prohibitive, and has closed the existing pool; and

WHEREAS, as of the adoption of this resolution, the Village Board has not acted relative to possible construction of a new municipal pool; and

WHEREAS, the Village of Fox Point Village Board finds citizen involvement is and will be essential to the success of any municipal pool in the Village, including financial support to construct any new facility; and

WHEREAS, specifically, the Village of Fox Point Village Board will require that the private fundraising pay for approximately half of the cost of the new municipal pool, and therefore will require \$4 million of private funding before allowing the construction to proceed; and

WHEREAS, the Village Board intends hereby to create an exploratory committee to assist in the identification of an existing appropriate entity, or the creation of an appropriate entity, to conduct fundraising efforts for a new municipal pool.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Fox Point, Milwaukee County, Wisconsin authorizes the Village President to appoint persons to this Committee, one or two of whom are to be Village Trustees; and the Village President is authorized to designate the Chair of the Committee; and there shall be no minimum or maximum number of members that may be appointed, provided that a clear record shall be kept of all members, and a quorum for all purposes shall be a majority of the total members.

BE IT FURTHER RESOLVED that the Municipal Pool Citizens Committee is charged with finding an appropriate entity that is willing and able to conduct fundraising for a Municipal pool and that is separate from the Village of Fox point municipal government; or, in lieu of identifying such an existing entity the Committee is charged with assisting private citizens to create such an entity.

BE IT FURTHER RESOLVED, that the private fundraising expected for the municipal pool is at least \$4 million, and if the amount raised exceeds 50% of the actual costs the funds received in excess of 50% shall be held by the Village for expenditure solely for pool operations and post-construction capital improvements at the facility.

BE IT FURTHER RESOLVED that the Municipal Pool Citizens Committee shall report monthly to the Village Board; and shall be disbanded and terminated at the will of the Village Board, or upon completion of its charge, whichever should occur first; and shall have no powers other than identified herein.

PASSED AND ADOPTED this 11<sup>th</sup> day of July, 2023

VILLAGE OF FOX POINT

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Christine Symchych, Village President

ATTEST:

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Kelly Meyer, Village Clerk