

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

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

**TUESDAY
DECEMBER 12, 2023
7:00 P.M.**

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

Zoom Participant Information

<https://us02web.zoom.us/j/82482733021>

Meeting ID: 824 8273 3021

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. Plan Commission Report**

1. The Village Board will receive a report on the Plan Commission's review and recommendation of the Conditional Use Permit for Good Land Fitness, LLC dba CrossFit Good Land, 8797 N Port Washington Road, to conduct fitness classes and sell related merchandise

2. The Village Board will receive a report based on the Plan Commission's review and recommendation of the Town Club, 7950 N Santa Monica Blvd., to have Pickle Ball, matches between members, lessons with racket sports professionals, club leagues, and social mixers.
3. The Village Board will receive a report on a proposed Land Combination for The Town Club, 7950 N Santa Monica Blvd., Fox Point, tax key #092-9991-000 & tax key #092-9980-000

b. Pool Committee Report

a. Written Report in the packet

[Page 1]

4. Public Hearings

a. Conditional Use Permit per D-Business District Requirements for Good Land Fitness, LLC, d/b/a, CrossFit Good Land, 8797 N Port Washington Road

The Village Board will hear comments and input regarding the Conditional Use Permit for Good Land Fitness, LLC d/b/a, CrossFit Good Land, 8797 N Port Washington Road.

b. Conditional Use Permit per F-Institutional District Requirements for The Town Club, d/b/a, The Town Club, 7950 N Santa Monica Blvd.

The Village Board will hear comments and input regarding the Conditional Use Permit for The Town Club, d/b/a, The Town Club, 7950 N Santa Monica Blvd.

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 November 14, 2023 Village Board and Public Hearing meeting.
[Pages 2-9]
- b. Approve the minutes of November 20, 2023 Village Board and Budget Workshop meeting.
[Page 10]
- c. Appoint Election Inspectors for the two-year term of January 1, 2024 through December 31, 2025, per the Village Clerk's memorandum updated November 27, 2023.
[Pages 11-15]
- d. Accept the proposal of Wachtel Tree Science in an amount not to exceed \$51,000 for the 2024 Forestry Services and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 7, 2023.
[Pages 16-19]
- e. Accept the proposal of Wachtel Tree Science in an amount not to exceed \$15,000 for the administration of the 2024 Emerald Ash Borer initiative and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 7, 2023.
[Pages 20-24]
- f. Accept the proposal of Ruekert Mielke in an amount not to exceed \$46,240 for the performance of continuing work within the GIS database for activities performed throughout the year and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 7, 2023.
[Pages 25-32]

- g.** Accept the proposal of Kapur & Associates in an amount not to exceed \$24,845 to design the rehabilitation of sanitary sewers in Basin Nos. 1 and 2 and storm sewer CIPP along Lake Drive and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 7, 2023.
[Pages 33-36]
- h.** Accept the proposal of Kapur & Associates in an amount not to exceed \$32,720 for the televising of approximately 22,000 linear feet of sanitary sewers and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 7, 2023.
[Pages 37-42]
- i.** Accept the proposal of Marek Landscaping in the amount of \$17,185.00 for control of invasive species, native planting and monitoring for Indian Creek and authorize the Village President and Village Clerk/Treasurer to sign the proposal pursuant to the Director of Public Works' memorandum dated December 7, 2023.
[Pages 43-45]
- j.** Accept the proposal of Marek Landscaping in the amount of \$5,349.28 for control of invasive species, native planting and monitoring for Indian Creek Woods Stewardship and authorize the Village Manager to sign the proposal pursuant to the Director of Public Works' memorandum dated December 7, 2023.
[Pages 46-48]
- k.** Accept the proposal of Kapur & Associates in the amount of \$16,500 for the 2024 and 2025 monitoring and inspection of the Manor Lane retaining wall and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated December 7, 2023.
[Pages 49-52]
- l.** Approve the contract with Waste Management for waste, yard waste and recycling disposal and processing services, subject to final revisions being made to address concerns raised by the Village Attorney to the satisfaction of the Village Director of Public Works and Village Manager, and authorize the Village President and Village Clerk to sign the final form of the contract.
[Pages 53-63]
- m.** Approve Resolution 2023-XX, A Resolution to Approve a Sewer Rate Increase.
[Page 64]
- n.** Approve Resolution 2023-XX, A Resolution to Approve a Storm Water Utility Rate Increase.
[Page 65]
- o.** Grant Conditional Use Permit per D-Business District Requirements for Good Land Fitness, LLC, d/b/a, CrossFit Good Land, 8797 N Port Washington Road, as recommended by the Plan Commission.
[Pages 66-68]
- p.** Grant Conditional Use Permit per F-Institutional District Requirements for The Town Club, d/b/a, The Town Club, 7950 N Santa Monica Blvd., as recommended by the Plan Commission, including acceptance of the Plan Commission's recommendation to find the ordinance standards are met.
[Pages 69-71]
- q.** Approve the Land Combination and Certified Survey Map submitted by Applicant The Town Club at 7950 N Santa Monica Blvd., Fox Point, tax key #092-9991-000 & tax key #092-9980-0007250 N Beach Drive, Fox Point, and accept the CSM as the final, upon all terms and conditions recommended by Plan Commission.
[Pages 72-76]
- r.** Approve payment of the bills in the amount of \$536,821.68 for the period November 1, 2023 through November 30, 2023 per the report submitted by the Village Manager.
[Pages 77-87]

6. New Business

a. Agenda and Board Packet Availability

At the request of Trustee Stoltz, the Village Board will entertain "discussion and possible action on when agenda and Board packets are publicly posted".

7. Future Agenda Items

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

8. Announcements

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

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

- i. Report on Munson, Inc. Change Order No. 1, dated October 25, 2023 related to additional services associated with the Indian Creek tennis courts in the amount of \$14,954.

9. Adjournment

NEXT REGULAR VILLAGE BOARD MEETING:

January 9, 2024 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."

December 4, 2023

To: Fox Point Village Board

From: Martin Tirado; Chair, Municipal Pool Citizens Committee

Monthly Report, Municipal Pool Citizens Committee
December 2023

The Municipal Pool Citizens Committee met on November 20, 2023 at Village Hall. All five members of the committee were present. We reviewed an updated draft of the bylaws that would govern a charitable fundraising organization, named in the bylaws as The Friends of the Fox Point Pool. An attorney, Patrick Bomhack, provided comments and answered questions on the draft of the bylaws as he conducted a legal review of such bylaws. The bylaws were reviewed in detail and several changes were suggested and edits will be made in the next version. The committee needs to decide whether or not the Friends of the Fox Point Pool bylaws should require members.

The committee discussed the creation of an application to serve on the board of directors of the Friends of the Fox Point Pool. We agreed on creating a form that would ask interested persons to include their contact information and provide information on why they are interested in serving and any background experience. All applicants would submit this information to Kevin Ausman, Assistant Village Manager, and he will distribute all completed applications to the committee members. It was agreed that the deadline for applications is December 22, 2023. Appointments to the Friends of the Fox Point Pool will be made at a future meeting.

Our next meeting has not been determined. In general, the committee agreed to meet sometime after January 1, 2024 to finalize the bylaws, appoint a board of directors for the Friends of the Fox Point Pool, and start the process of filing as a tax exempt 501c3 organization with the IRS.

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

A meeting and public hearing of the Fox Point Village Board was held by a combination of in-person and virtual attendance via telephonic and video conferencing on Tuesday, November 14, 2023 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Symchych 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 (via Zoom)
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, City Water Director of Operations Jim Voigt, Assistant Village Manager Kevin Ausman and Village Clerk Treasurer Kelly Meyer

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

PERSONS DESIRING TO BE HEARD

Kenneth Friedman 8001 N Links Way

Mr. Friedman commented on the resurfacing of Bradley Road and the temporary stop sign placed on Bradley and Regent Roads. The majority of individuals at that meeting wanted the stop sign to remain in the temporary location; he reminded the Board this is only a minority of people who live in Fox Point.

Jess Langerman 7946 N Fairchild Rd

Mr. Langerman commented on the Board's discussion in October regarding the implementation of a four-way stop sign on Calumet and Santa Monica Boulevard. He noted criteria that needed to be met Due to the criteria, the village consultant for the study suggested a four-way stop sign be implemented.

Will Stalle, 7342 N Longacre Rd

Mr. Stalle noted his support for a pool at the current location, but not at the Longacre Pavilion proposed site.

Holly Segel, 711 E Calumet Rd

Ms. Segel agrees with Will Stalle; she supports the current pool location and is opposed to the Longacre Pavilion site.

Mark Levin, 7415 N Beach Dr

Mr. Levin expressed his frustration and disappointment regarding the difficulty in getting things accomplished in the village. Fox Point is such a nice village and he is concerned staff and the board's decisions.

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Erin Hudson, 7008 N Lombardy Rd

Ms. Hudson supports the pool in the current location. She lives across the street and enjoys seeing the pool from her window.

Margaret Keehn, 8650 N Manor Ct.

Ms. Keehn encouraged the board to make a decision regarding the pool.

Steve Jarvis, 6707 N Santa Monica Blvd.

Mr. Jarvis noted he and his wife chose to purchase a home in Fox Point due to the pool. He also noted his concerns with the intersection of Yates Road and Santa Monica Boulevard, suggested the installation of a stop sign. He further noted, he supports the gates at the prior Cardinal Stritch campus.

Rosalie O'Meara, 7014 N Lombardy Rd.

Ms. O'Meara supports the pool in its current location, commenting it is a great spot, safe location, and a central point for residents.

Hearing no other comments, President Symchych closed public comment.

COMMITTEE REPORTS - POOL COMMITTEE

President Symchych commented, the Pool Committee reports stands, as included in the Village Board packet.

CONSENT AGENDA

- a. Approve the minutes of the October 10, 2023 Village Board and Public Hearing meeting.
- b. Approve the minutes of October 17, 2023 Village Board and Budget Workshop meeting.
- c. Confirm President Symchych's appointment to various Boards, Committees, and Commissions, as attached.
- d. Approve the Agreement with Southeastern Wisconsin Watersheds Trust Inc. for the Village of Fox Point Indian Creek bacteria and chloride study in the amount of \$10,000 and authorize the Village Director of Public Works to sign the agreement on behalf of the Village.
- e. Approve payment of the bills in the amount of \$641,081.49 for the period October 1, 2023 through October 31, 2023 per the report submitted by the Village Manager.

Motion by Trustee Sumner, seconded by Trustee Anderson, and carried by roll call vote (7-0), to approve the consent agenda, with removal of consent agenda item 4b.

MINUTES OF OCTOBER 10, 2023 VILLAGE BOARD AND PUBLIC HEARING MEETING (Item 4b)

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VILLAGE BOARD MEETING MINUTES
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Motion by President Symchych, seconded by Trustee Anderson, and carried by roll call vote (7-0), to approve the October 10, 2023 Village Board and Public Hearing meeting minutes, as presented with the changes on the table tonight which includes changes to line 84, line 85, line 186, line 197 and with the additional change to lines 38 and 39, to correct the name to Thomasini.

MUNICIPAL JUDGE SCOTT WALES MUNICIPAL COURT UPDATE

Municipal Judge Wales distributed a Fox Point Municipal Court report and gave further background to the Board on a Municipal Court update.

Judge Wales noted his high regard for Municipal Court Clerk Ellen McKenzie.

INITIAL CONSIDERATION OF A RESOLUTION TO AMEND THE VILLAGE RECORDS RETENTION SCHEDULE TO INCLUDE VIDEO RECORDINGS OF PUBLIC MEETINGS

Village Manager Scott Botcher gave background regarding the resolution to amend the village records retention schedule to include video recordings of public meetings with the State of Wisconsin Historical Society 60-day notice, adoption of the General Records Schedules with a one-year destruction date and submittal to the State of Wisconsin Public Records Board. Storage costs are becoming an issue and the village is running out of space to store unlimited recordings.

Motion by Trustee Fonstad, seconded by President Symchych, and passed by roll call vote, 4-3 (Opposed-Trustee Ollman, Trustee Aelion, and Trustee Stoltz), to direct village staff to provide all required notice to the State of Wisconsin Public Records Board and Historical Society of the village's intention to adopt a resolution that is attached on pages 31-34 of the agenda package.

CONSIDERATION OF PROPOSALS TO REPLACE A WATER SERVICE LATERAL AT 1208 EAST GOODRICH LANE

Director of Public Works Scott Brandmeier and City Water Director of Operations Jim Voigt gave background regarding the replacement of a water service lateral options (Option #1, Option #2 and Option #3) at 1208 East Goodrich Lane.

A lengthy Board discussion ensued.

Motion by President Symchych, seconded by Trustee Anderson, and carried by roll call vote (7-0), to approve paying up to \$8,023.00 toward construction of a new lateral at 1208 E. Goodrich Lane that connects to the water main at North Gray Log Lane, subject to the property owners and contractors completing the work within the next 12 months and payment upon completion.

AQUATICS FACILITY LOCATION AND DESIGN

President Symchych prefaced the item by stating she asked the village staff to put together various information that the village has accumulated over the last seven years from the various aquatics/pool studies, making it useful to refresh everyone's memory. Some

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VILLAGE BOARD MEETING MINUTES
NOVEMBER 14, 2023**

individuals may not have been there for the prior studies and information. The village has heard from many people on this and the number one item is to make a decision and do it yesterday.

Ellen McBride, 7506 N Crossway Rd.

Ms. McBride asked the Board to keep the municipal pool at its current location.

Hope Oliva, 7426 N Crossway Rd.

Ms. Oliva fully supports concept #1 for the aquatic facility/pool in the current location and is strongly opposed to the Longacre Pavilion proposed site.

Sandra Hurley 7334 N Longacre Rd.

Ms. Hurley is in favor of pool where it is today. Her concerns with the Longacre Pavilion proposed site is the narrow lot, traffic and noise.

Tyler Carlson, 7481 N Lombardy Rd.

Mr. Carlson supports a pool in the same location and other comments tonight.

Louise Petering, 7229 N Santa Monica Blvd.

Ms. Petering noted her supports for a pool in same location, as traffic at the Longacre Pavilion is a concern. Money has already been invested in the water lines that currently feed to current pool.

Kenneth Friedman 8001 N Links Way

Mr. Friedman commented that Longacre Pavilion has a parking contingency. The costs at the current location is a million dollars more. Mr. Friedman asked the Board to consider these points prior to a decision.

Scott Silverson 8305 N Links Way

Mr. Silverson is in support of a lap pool and recreation pool at the current location.

Bill Hudson, 7419 N Lombardy Rd.

Mr. Hudson noted his appreciation to the Board for the diligence in making a decision. He supports the pool in the current location.

David Miller, 7401 N Crossway Rd.

Mr. Miller is in favor of other's comments here tonight; he noted community support was for Concept 1 in the current location. Mr. Miller inquired on why there was not consideration of a location option at the Indian Creek Park area.

Courtney Armstrong, 8680 N Regent Rd.

Ms. Armstrong stated her support in a pool in the current location. A lap pool is most valuable to a wide range of users of all ages. Zero entry area and features for younger children should be considered.

Katrina Lipman, 580 E Fox Dale Rd.

Ms. Lipman voiced her support for a multi-generational pool in the current location on Santa Monica Boulevard.

Terence Ploszaj, 901 E Churchill Lane.

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Mr. Ploszaj supports Option 1 at current location with amenities, including a concession stand, for all ages.

Mary Beth Mills, 1811 E Dean Rd.

Ms. Mills supports option 1 in the current location, providing the ability for many generations to use it. It is an accessible location.

President Symchych noted with all of the information that the Board has gone through the last many years. she would like to reference the Ayres study and acknowledge this is not a perfect solution. It is the solution that can best serve the village for the future.

Motion by President Symchych, to select Concept #2, which is the neighborhood pool and splash pad on the existing pool site, as described in the 2019 aquatics facility study prepared for the Village by Ayres Associates, as the conceptual design for the future aquatics facility for the village to replace the existing municipal pool. Trustee Fonstad seconded.

The Village Board had a lengthy discussion regarding the pool concepts, location, and amenities.

President Symchych reminded the Board there is a motion on the table.

Motion to amend the main motion by Trustee Ollman, to include the language of the pool location to be, on the existing site at Santa Monica Boulevard. Trustee Aelion seconded.

Roll call vote:

<i>Trustee Fonstad</i>	<i>Aye</i>
<i>Trustee Sumner</i>	<i>Aye</i>
<i>Trustee Ollman</i>	<i>Aye</i>
<i>Trustee Anderson</i>	<i>Aye</i>
<i>Trustee Aelion</i>	<i>Aye</i>
<i>Trustee Stoltz</i>	<i>Aye</i>
<i>President Symchych</i>	<i>Aye</i>

Motion to amend the main motion, carried unanimously (7-0).

Motion for amendment to the main motion by Trustee Fonstad, the total pool area will not exceed 5,000 square feet. Seconded by President Symchych.

The Board discussed the amendment to the motion.

Trustee Fonstad requested the withdrawal of his motion.

Without objection and by unanimous consent, President Symchych withdrew Trustee Fonstad's amended motion.

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Motion for amendment to the main motion by Trustee Fonstad, the total pool area would not be limited to 2,000 square feet but could go up to 5,000 square feet with the number and type of pool(s) to be determined at a later date. Trustee Anderson seconded.

Board discussion regarding the motion developed.

Roll call vote was taken:

<i>Trustee Fonstad</i>	<i>Aye</i>
<i>Trustee Sumner</i>	<i>Nay</i>
<i>Trustee Ollman</i>	<i>Nay</i>
<i>Trustee Anderson</i>	<i>Aye</i>
<i>Trustee Aelion</i>	<i>Nay</i>
<i>Trustee Stoltz</i>	<i>Nay</i>
<i>President Symchych</i>	<i>Aye</i>

Motion to amend the main motion failed (4-3).

Village Attorney Eric Larson reminded the Board, the main motion is on the floor. The only amendment that passed was to underscore the location at the current site on Santa Monica Boulevard.

Main Motion, as amended:

Motion by President Symchych, to select Concept #2, which is the neighborhood pool and splash pad on the existing pool site, as described in the 2019 aquatics facility study prepared for the Village by Ayres Associates, as the conceptual design for the future aquatics facility for the village to replace the existing municipal pool, on the current site on Santa Monica Boulevard. Trustee Fonstad seconded.

Roll call vote was taken:

<i>Trustee Fonstad</i>	<i>Aye</i>
<i>Trustee Sumner</i>	<i>Aye</i>
<i>Trustee Ollman</i>	<i>Nay</i>
<i>Trustee Anderson</i>	<i>Nay</i>
<i>Trustee Aelion</i>	<i>Nay</i>
<i>Trustee Stoltz</i>	<i>Nay</i>
<i>President Symchych</i>	<i>Aye</i>

Main motion, as amended, failed (4-3).

Motion by Trustee Anderson, to select the current Santa Monica location as the site for a future pool. Seconded by Trustee Ollman.

Roll call vote was taken:

<i>Trustee Fonstad</i>	<i>Aye</i>
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<i>Trustee Sumner</i>	<i>Aye</i>
<i>Trustee Ollman</i>	<i>Aye</i>
<i>Trustee Anderson</i>	<i>Aye</i>
<i>Trustee Aelion</i>	<i>Aye</i>
<i>Trustee Stoltz</i>	<i>Aye</i>
<i>President Symchych</i>	<i>Aye</i>

Motion carried, (7-0).

Discussion took place regarding potential design inclusions and suggestion of the pool.

Motion by Trustee Anderson, seconded by Trustee Ollman, to direct staff to go back to Parkitecture for two new concepts that incorporate the Board's suggestions.

Roll call vote was taken:

<i>Trustee Fonstad</i>	<i>Aye</i>
<i>Trustee Sumner</i>	<i>Aye</i>
<i>Trustee Ollman</i>	<i>Aye</i>
<i>Trustee Anderson</i>	<i>Aye</i>
<i>Trustee Aelion</i>	<i>Aye</i>
<i>Trustee Stoltz</i>	<i>Aye</i>
<i>President Symchych</i>	<i>Aye</i>

Motion carried unanimously, (7-0).

FUTURE AGENDA ITEMS – None

ANNOUNCEMENTS

President Symchych announced she attended yesterday's ICC meeting. Two items were discussed. 1) ICC has a fund balance which they voted to suspend municipal dues for the organization. ICC voted to suspend municipal dues for the organization. 2) ICC approved a resolution that will go to the state legislatures that will encourage them to adopt some legislation that will allow homeowners to take restrictive covenants out of their home titles.

Trustee Fonstad reported on the Tree Commission meeting held on November 2nd. Kathe Lake and Trustee Ollman attended the meeting. Trustee Ollman spoke about the clear-cutting ordinance and is happy something is being done to address the issue. In May, Village Attorney Eric Larson suggested the Village find ways to reward people for preserving trees. They may use the stormwater utility to adjust grades for people who have high canopy for what they have on their property, similar to properties that have different rates for impervious area. Many trees have been lost since the revetment project and within the community. The landscaping project plan is to plant 13 trees next year with final locations to be determined. The goal of the river project was to protect the road, sanitary sewer, and try to re-establish the natural looking shoreline.

Trustee Sumner had no announcements.

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Trustee Ollman had no announcements.

Trustee Anderson announced the North Shore Library Board is meeting on Thursday, November 16, at 9:00 a.m. A total of 70 percent of the goal has been met for the fundraising of the new North Shore Library. Everyone on the Board has donated. There are virtual update meeting; one update was held today.

Trustee Aelion had no announcements.

Trustee Stoltz had no announcements.

Village Manager Scott Botcher announced the Budget Public Hearing is at 7:00 p.m. in the Village Board room on Monday, November 20, 2023. He asked that the Board members bring their Budget Books with them.

ADJOURNMENT

Motion made by Trustee Ollman, second by President Symchych, and carried by roll call vote (7-0) to adjourn the Village Board meeting at 10:30 p.m.

Respectfully submitted,

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

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING AND PUBLIC HEARING MINUTES
NOVEMBER 20, 2023**

A meeting and public hearing Fox Point Village Board was held by a combination of in-person and virtual attendance via telephonic and video conferencing on Monday, November 20, 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 Manager Scott Botcher, Assistant Village Manager Kevin Ausman (Via Zoom), Police Chief Chris Freedy (via Zoom), Public Works Director (via Zoom), Scott Brandmeier, Accountant Financial Manager Mary Carthell, and Village Clerk Treasurer Kelly Meyer.

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

Public Hearing: Proposed 2024 Village Budget

On motion of President Symchych, seconded by Trustee Fonstad, and carried by roll call vote (7-0), the Board opened the Public Hearing at 7:01 p.m.

President Symchych asked for any public comments.

David Miller, 7401 N Crossway Rd.

Mr. Miller commented on the recycling and pool budget.

On motion of President Symchych, seconded by Trustee Fonstad, and carried by roll call vote (7-0), the Board closed the Public Hearing at 7:04 p.m.

Resolution to Adopt the 2024 Village General Fund Budget, Designated Fund Budgets, and Shared Services Budgets; Levy Taxes; and Impose Delinquent Water and Sewer Charges on the Tax Roll

On motion of Trustee Fonstad, seconded by Trustee Anderson, the Village Board adopted the Resolution language for the 2024 Village General Fund Budget, Designated Fund Budgets, and Shared Services Budgets; Levy Taxes; and Impose Delinquent Water and Sewer Charges on the Tax Roll, as included in the agenda packet. Motion carried by roll call vote (7-0).

Adjourn

Motion made by President Symchych, seconded by Trustee Fonstad, and carried by roll call vote (7-0); the Village Board adjourned the Village Board meeting at 7:05 p.m.

Respectfully submitted,

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



To: Village Board

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

Through: Scott Botcher, Village Manager

Date: November 27, 2023

Re: Appointment of Election Inspectors

A handwritten signature in dark ink, appearing to be "KM", with a long horizontal flourish extending to the right. Below the signature, the letters "SMB" are handwritten in a similar style.

Election Inspectors staff the polling place on Election Day. The duties of the Election Inspectors include preserving order, registering and recording electors, issuing ballots, monitoring voting equipment, counting votes, properly completing the required forms and reconciling results, as required and by Municipal Board of Canvassers when necessary. Election Inspector terms run from January 1 of an even-numbered year through December 31 of the subsequent odd-numbered year; this is a two-year commitment for election inspectors. The terms for currently appointed Election Inspectors will be expiring on December 31, 2023. The new two-year term begins January 1, 2024 and runs through December 31, 2025.

The two top political parties are required to submit a certified nominee listing, confirming each nominee's interest in the position. Both the Republican and Democratic parties submitted lists prior to November 30, 2023. Party nominees are noted on the following Village of Fox Point election inspector list for the 2024-25 two-year election term.

It is my recommendation that the Village Board appoint the comprehensive list of committed individuals to serve Village of Fox Point as election inspectors for the two-year term of January 1, 2024 through December 31, 2025. This will ensure the village has a favorable number of election inspectors leading into the dynamic 2024-25 elections.

**VILLAGE OF FOX POINT
2024-2025 POLL WORKERS
2-YEAR-TERM**

12/6/2023 / 10:47 AM

<u>LAST NAME</u>	<u>FIRST NAME</u>
CHIEFS FOR REAPPOINTMENT	
CARLTON	JESSE
GRADY	MARK
GRADY	SANDRA
MILLS	MARY BETH
SETTLER	LINDA
WICK	LIBBY (ELIZABETH)
PARTY NOMINEES FOR APPOINTMENT	
AVENER	SAMANTHA
CONN	STEPHIE
DUNLOP	JIM
DUNLOP	KIRSTIN
EAGLETON	COLLEEN
FRIEDMAN	JOHN
FRIEDMAN	PAULA
GOLD	JO ANN
JACOBS	KEONA
JAMROZY	PAT
LEIN	KAARE
REED	CINDY J.
ROLSTAD	PAMELA
POLL WORKERS FOR REAPPOINTMENT	
BAKER	WINSTON
BARNETT	JAMES

**VILLAGE OF FOX POINT
2024-2025 POLL WORKERS
2-YEAR-TERM**

POLL WORKERS FOR REAPPOINTMENT	
BARNUM	THOMAS
DILIBERTI (BARR)	JESSICA (JESSIE)
BENNER	GWEN
BERGER	GENINA
BOOTH	LARRY
CHERNY SARA	
COLEMAN	GAYLE
CRAIG	JAY
CRONIN	MARY
CRUEGER-MONTE	MARIA
CZAPLEWSKI, JR	GARY
DICKSON	MARGARET (PEGGY)
EBEL	LAURIE L.
EMORY	MARY
FILSIGNER	NANCY
FISHMAN	FLORENCE
FRANKLIN	MARILYN
FRITZ	DENISE
GESS	DAVE
GOODMAN	HANNAH
HARAWAY	JENNIFER
HURTH	DAN
HUSSIN	GERALD
JAHRMANN	SALLY A.

**VILLAGE OF FOX POINT
2024-2025 POLL WORKERS
2-YEAR-TERM**

POLL WORKERS FOR REAPPOINTMENT	
JEBB (FERRIS)	SARAH
JOHNSON	BETTY
JOYCE	JOAN
KARASCH	DANIEL T.
KNOX	AMY
KOMINIAREK	KATHARYN
LANKE	MICHAEL
LETART	MARIANNE
LEVIN	NANCY
LEVY	DESSIE
LOMBARDO	PATRICIA
MACEK	JILL SCHANON
MACKIEWICZ	GAIL
MANETTI	MARY
MCGUARAN	TERRY
MORGAN	CAROL
MORRISON	HELEN
MURPHY	SARA
OKARMA	JEROME
PASKO	JUDY
POZNANSKI	WILLIAM
RASANSKY	CINDY
REILEY	KATHLEEN
ROSSI	BARBARA

**VILLAGE OF FOX POINT
2024-2025 POLL WORKERS
2-YEAR-TERM**

POLL WORKERS FOR REAPPOINTMENT	
RUSSEK	HOLLY
RYAN	NANCY
SCARNAVACK	CLAUDIA J
SCHLEY	MARY M.
SHOWS	PAULA
SUMNER	LIZ
TIRADO	MARTY
TOFFLER	MIKE
VAN UXEM	MYRA
WOLKENSTEIN	JUDY



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: December 7, 2023
Re: Recommendation for 2024 Forestry Services

The Village has retained Wachtel Tree Science to serve as its Village Forester and they have submitted a proposal to provide all necessary forestry services for 2024 including responding to resident requests, coordinating tree planting activities, and participation in the civic and volunteer groups, among others for an amount not to exceed \$51,000. The cost of the proposal is consistent with prior proposals received from Wachtel and reflects a slightly increased hourly rate (from \$135/hour to \$137.50/hour) as well as 25 additional hours (from 345 to 370) to account for the additional work undertaken each of the past few years that have required the execution of a change order.

Village staff has been very pleased with Wachtel Tree Science's performance in providing Village Forester services for Village. Given the firm's performance and the fact that Wachtel Tree Science was the only firm that expressed an interest in serving as the Village Forester when proposals from qualified applicants were sought in 2008, it is my recommendation that the Village Board accept the proposal from Wachtel Tree Science for Village Forester services in 2024 in an amount not to exceed \$51,000 and that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the General Fund.



AGREEMENT BETWEEN THE VILLAGE OF FOX POINT
AND WACHTEL TREE SCIENCE & SERVICE
FOR VILLAGE FORESTRY SERVICES

This contract entered on the last date of execution shown below, between the Village of Fox Point (the "Village") a municipal corporation duly existing in the State of Wisconsin, and Wachtel Tree Science and Service, Inc. ("Wachtel"), a Wisconsin corporation.

In consideration of the mutual promises and covenants described herein, and for other good and valuable consideration, which is duly acknowledged, Village and Wachtel agree that Wachtel shall provide the following services to the Village of Fox Point for the **2024 calendar year**, subject to the following terms and conditions:

1. Respond to and resolve client requests on a weekly basis in accordance with Village codes to include:
 - Site visit including resolution
 - Phone call, letter, or electronic mail message to resident with resolution
 - Create a work order for field crews
 - Follow up on resident requests (especially bluff permits)
2. Perform Village-wide "scout" surveys to check for the presence of Dutch Elm disease, Spongy Moth, and Emerald Ash Borer.
3. Coordinate contracts and operations to ensure that Village services regarding Forestry are not disrupted. Contracts will include tree planting, pruning, removal, and stump removal operations.
4. Design and implement a tree planting program to include:
 - Identify locations for replacement trees where feasible
 - Provide homeowner input in selection and diversity
 - Review Village property for tree planting opportunities
 - Work within a defined budget
5. Review and keep up to date the Village pruning cycle.
6. Develop a yearly Forestry budget for Village approval.
7. Lead and participate in the following groups:
 - Tree Commission
 - Indian Creek Stewardship group
 - Fox Point Foundation

8. Prepare annual Tree City USA and Bird City Wisconsin applications.
9. Conduct an Arbor Day celebration with assistance from the Fox Point Federated Garden Club and participate in the annual International Migratory Bird Day celebration held in May.
10. Assist the Village in any forestry-related public works projects, landscape plan reviews, grant writing and grant administration.
11. Term. The term of this agreement shall be for the calendar year 2024. Either party can terminate this agreement at any time upon thirty (30) days written notice.
12. Payment Terms. The above work shall be at an hourly rate of \$137.50 with estimated hours of 370 for a yearly total of \$51,000. The parties recognize and agree that charges to the Village shall not exceed \$51,000 for the term of this agreement. Wachtel shall provide written notice to the Village Director of Public Works when the number of hours reaches 320, and if it appears that the work contemplated by this agreement cannot be completed within the 370-hour estimate.
13. Nature of Relationship. It is the mutual intent of the parties that this agreement shall create an independent contractor's agreement as such is defined under all applicable laws of the State of Wisconsin and shall specifically not be construed as an employer/employee relationship. Wachtel shall retain full right and authority to control the methodology in the implementation of their contractual obligations and shall exercise independent discretion in all matters of their professional expertise. Wachtel shall report to the Village Director of Public Works, or his/her designee, periodically as reasonably necessary to apprise the Village of the progress of the projects, and as to any matters of concern.
14. Public Records Responsibilities. Village and Wachtel recognize that applying applicable Wisconsin public records laws to records requests can be difficult, considering copyright and other confidentiality protections. To ensure that applicable laws are followed, both regarding private rights, and with regard to public records laws, Village and Wachtel agree as follows. When Village receives public records requests for matters that Village believes might be proprietary or confidential information, Village will notify Wachtel of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Wachtel shall either provide Village with the record that is requested, for release to the requestor; or Wachtel shall advise Village that Wachtel objects to the release of the requested information, and the basis for the objection. If for any reason Village concludes that Village is obligated to provide a record to a requestor that is in Wachtel's possession, Wachtel shall provide such records to Village immediately upon Village's request. Wachtel shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Wachtel shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Village, its officers, agents, employees and independent contractors growing out of (i) Village's denial of a records request, based upon objections made by Wachtel, or (ii) Wachtel's failure to provide records to Village upon Village's request; or (iii) Village's charges made to a records requestor, based upon reimbursement of costs Wachtel charged to Village in responding to a records request; or (iv) Village's lack of timely response to a records request, following Wachtel's failure to timely respond to Village as required herein; or (v) Village's provision of records to a requestor that were provided to Village by Wachtel in response to a records request. Wachtel's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that Village may provide all requested documents, programs, data, and other records to the requestor, upon failure by Wachtel to defend, indemnify or hold harmless the Village as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

Dated this ____ day of _____, 20__.

VILLAGE OF FOX POINT

Christine Symchych, Village President

ATTEST:

Kelly Meyer, Village Clerk

Dated this ____ day of _____, 20__.

Wachtel Tree Science & Service, Inc.

By: 
John T. Gall, Special Projects Coordinator



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 
CC: John Gall
Date: December 7, 2023
Re: Recommendation for 2024 Emerald Ash Borer (EAB) Management

During budget deliberations in 2012, Village Staff along with our Forester, Wachtel Tree Science (Wachtel), recommended an 8-year Emerald Ash Borer (EAB) Initiative whereby the Village allocate \$154,000 annually to manage, treat and selectively remove ash trees in the Village. The funding for the first year of the EAB Initiative was approved for 2013. The Village completed its eighth year of the program in 2020 but continues EAB management with a less aggressive schedule and has budgeted \$75,000 for 2024 to treat and manage the remaining public ash trees.

When the initiative began there were just over 2,600 public ash trees in the village. Currently our GIS (Geographic Information System) tree inventory lists the number of public ash trees at 818. Since 2011, 1,782 public ash trees have been removed. Where appropriate, a diverse species mix of new trees have been planted as replacement trees.

Our ongoing Initiative has been a proactive approach to managing ash within the Village right- of-way (ROW) and other Village owned properties. The initiative has included a combination of pre-emptive removals with diverse species replanting. Additionally, approximately 800 high condition public ash are under an every other treatment program, with 400 being treated each year.

The Village's commitment to the EAB Initiative has resulted in canopy preservation, plus the replanting of a diverse species mix, ensuring that we will not incur a future massive tree loss because of over-planting of one particular species of trees.

Under the contract, Wachtel will:

1. Utilize the Village's GIS Street, Park/ Public Property tree inventories, locate and field verify ash that meet the criteria as determined by the Village to be candidates for removal or treatment during the 2024 season.
2. Prepare informational letters (if determined to be necessary) explaining the process of the removal, replacement and treatment programs. The Village would send the letter, approved by Village staff, to residents that are impacted by this program.
3. Prepare bid documents for: tree removal, stump removal, tree treatment, and new tree planting. Village staff will incorporate these specifications into complete bid documents. The Village will advertise and mail documents to prospective bidders from a bidders list provided by the consultant. Consultant to assist Village staff with selection of qualified contractors to perform the work.
4. Select diverse species of trees that will be used in the replanting effort.

5. Mark and measure current diameter for trees that are identified for treatment or removal and locate sites where new trees will be planted.
6. Assist Village staff as requested with inspection of work by contractors.

As our Contract Forester, Wachtel has overseen the program and it is proposed that they continue to manage the program to maintain continuity and to provide efficient services to the Village. The proposed services provided are in addition to the regular forestry services to be performed by Wachtel this year.

Wachtel has submitted a proposal in the amount of \$15,000 to perform the EAB Management activities in 2024. The proposed funding is static from the past three years. It is my recommendation that the Village Board accept the proposal of Wachtel Tree Science in an amount not to exceed \$15,000 to conduct EAB Management activities for the Village and that the Village President and Village Clerk be authorized to sign the proposal on behalf of the Village with funding to come from the Capital Projects Fund.



AGREEMENT BETWEEN THE VILLAGE OF FOX POINT
AND WACHTEL TREE SCIENCE & SERVICE
FOR PROFESSIONAL ARBICULTURAL CONSULTING SERVICES
EMERALD ASH BORER INITIATIVE - 2024

This contract entered on the last date of execution shown below, between the Village of Fox Point (the "Village") a municipal corporation duly existing in the State of Wisconsin, and Wachtel Tree Science and Service, Inc. ("Wachtel"), a Wisconsin corporation.

In consideration of the mutual promises and covenants described herein, and for other good and valuable consideration, which is duly acknowledged, the Village and Wachtel agree that Wachtel shall provide the following services to the Village of Fox Point for the 2024 calendar year, subject to the following terms and conditions:

1. For Administration of 2024 Village Budgeted Funds for EAB Activities

Wachtel will perform the following administrative duties for contracting ash tree removal, stump removal and site restoration; tree replacement plantings; and ash tree treatments within the Village's 2024 capital projects budget for such activities.

1. Utilizing the Village's GIS Street, Park/ Public Property tree inventories, locate and field verify ash that meet the criteria as determined by the Village to be candidates for removal or treatment during the 2024 season.
2. Prepare informational letters (if determined to be necessary) explaining the process of the removal, replacement and treatment programs. The Village would send the letter, approved by Village staff, to residents that are impacted by this program.
3. Prepare bid documents for: tree removal, stump removal, tree treatment, and new tree planting. Village staff will incorporate these specifications into complete bid documents. The Village will advertise and mail documents to prospective bidders from a bidders list provided by the consultant. Consultant to assist Village staff with selection of qualified contractors to perform the work.
4. Select diverse species of trees that will be used in the replanting effort.
5. Mark and measure current diameter for trees that are identified for treatment or removal and locate sites where new trees will be planted.
6. Assist Village staff as requested with inspection of work by contractors.

Our work will be on a time and materials basis at a cost not to exceed \$15,000.00, with an estimate of approximately 109 hours. Our hourly rate is \$137.50 for the Project Manager and \$120 for a Staff Certified Arborist. We anticipate being able to begin work soon after receiving approval from the Village to proceed. The timetable as has been discussed includes having the ash treatments completed by July 15th for trunk injected products, the tree removal contract if

required to be awarded by November 2024 and replanting stock secured by December 2024 for the appropriate spring 2025 planting time.

II. Miscellaneous Provisions

1. Term. The term of this agreement shall be for the calendar year 2024. Either party can terminate this agreement at any time upon thirty (30) days written notice.
2. Payment Terms. The above work shall be at an hourly rate of \$137.50 for Project Manager and \$120.00 for a Staff Certified Arborist with a total cost of \$15,000. The parties recognize and agree that charges to the Village shall not exceed \$15,000 for the term of this agreement without a written change order approved by the Village Board.
3. Nature of Relationship. It is the mutual intent of the parties that this agreement shall create an independent contractor agreement as such is defined under all applicable laws of the State of Wisconsin and shall specifically not be construed as an employer/employee relationship. Wachtel shall retain full right and authority to control the methodology in the implementation of their contractual obligations and shall exercise independent discretion in all matters of their professional expertise. Wachtel shall report to the Village Director of Public Works or his/her designee, periodically as reasonably necessary to apprise the Village of the progress of the projects, and as to any matters of concern.
4. Public Records Responsibilities. Village and Wachtel recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Village and Wachtel agree as follows. When Village receives public records requests for matters that Village believes might be proprietary or confidential information, Village will notify Wachtel of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Wachtel shall either provide Village with the record that is requested, for release to the requestor; or Wachtel shall advise Village that Wachtel objects to the release of the requested information, and the basis for the objection. If for any reason Village concludes that Village is obligated to provide a record to a requestor that is in Wachtel's possession, Wachtel shall provide such records to Village immediately upon Village's request. Wachtel shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Wachtel shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Village, its officers, agents, employees and independent contractors growing out of (i) Village's denial of a records request, based upon objections made by Wachtel, or (ii) Wachtel's failure to provide records to Village

upon Village's request; or (iii) Village's charges made to a records requestor, based upon reimbursement of costs Wachtel charged to Village in responding to a records request; or (iv) Village's lack of timely response to a records request, following Wachtel's failure to timely respond to Village as required herein; or (v) Village's provision of records to a requestor that were provided to Village by Wachtel in response to a records request. Wachtel's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that Village may provide all requested documents, programs, data, and other records to the requestor, upon failure by Wachtel to defend, indemnify or hold harmless the Village as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

Dated this ____ day of _____, 20__.

VILLAGE OF FOX POINT

Christine Symchych, Village President

ATTEST:

Kelly Meyer, Village Clerk

Dated this ____ day of _____, 20__.

Wachtel Tree Science & Service, Inc.

By: _____
John T. Gall, Special Projects
Coordinator



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: December 7, 2023

Re: Recommendation for Acceptance of Proposal for GIS Database Enhancements and Maintenance

As part of the Village's continuing Geographic Information System (GIS) database development, Village staff has requested that Ruekert & Mielke, Inc., the Village's GIS consultant, perform continuing work to the tools within the database based on activities performed throughout the year. Items proposed to be performed include the following:

1. Maintenance and mapping. This includes incorporating new aerial images from Milwaukee County, updating maps based on changes made by Milwaukee County and updated cadastral layers, and performing maintenance of the database based on information submitted by Village staff to Ruekert Mielke.
2. As-built mapping. This includes work to incorporate the as-built drawings for Beach Drive, Bradley Road and Lake Drive upon completion of the work.
3. Utility mapping. This work includes linking as-built documentation from projects completed in 2023 and 2024 into our GIS database which includes modification of the location attributes based on the as-built documentation.
4. Map utility easements that are secured for projects.
5. CCTV video links. Each year a contractor is hired to televise our sanitary sewers. We are beginning to update the GIS database by adding the most current video events to the individual sewer segments.
6. Incorporate telecommunications as-builts into the GIS database, including the permits and locations of the facilities so staff can easily access the locations as opposed to referencing paper maps.
7. Maintenance and hosting of the website by Ruekert Mielke.
8. Miscellaneous training on various features of the program (if needed).
9. Perform upgrades to the system (desktop and mobile applications).
10. Additional services that may be requested throughout the course of the year.

I have reviewed the proposal and find the costs to be reasonable. Of the total cost of \$46,240, \$9,240 is related to the annual hosting and maintenance of the Village GIS database. The remaining approximate \$37,000 is divided into the other tasks and is drafted such that they are charged on a time and materials basis (except the video linking tool) and the costs will reflect the actual hours spent on developing the tools. These costs are essential to ensure the GIS database is kept up-to-date.

Therefore, it is my recommendation that the Village Board accepts the proposal from Ruekert & Mielke, Inc. in an amount not to exceed \$46,240 and authorizes the Village President and Village Clerk to sign the contract on behalf of the Village. Funding for this project is budgeted in the General Fund, Sanitary Sewer Fund, Water Fund and Stormwater Utility and there is adequate budget to cover the cost of this work.



W233 N2080 Ridgeview Parkway, Waukesha, WI 53188-1020 262-542-5733

December 6, 2023

Mr. Scott P. Brandmeier, P.E.
Director of Public Works/Village Engineer
Village of Fox Point
7200 North Santa Monica Boulevard
Fox Point, WI 53217

Re: 2024 GIS Annual Services Agreement

Dear Scott,

In preparation for your upcoming budgeting effort, we are presenting you our recommended GIS services and associated fees for 2024. Recommended budgets for each category are shown below, with descriptions on the following pages.

Category	Recommended Budget
GIS Core Services	\$9,240
Additional Services	\$37,000
a) Maintenance and Mapping (ongoing)	\$9,000
b) As-built Mapping for 2023 Projects	\$7,000
c) Utility Easements	\$4,000
d) Training	\$1,000
e) AssetAlly 2.0 Upgrade & Mobile (Q4 2024)	\$16,000
Total 2024 Budget	\$46,240

GIS Core Services

Services provided by Ruekert & Mielke, Inc. (R/M) under GIS Core Services are summarized below:

1. Hardware & Software – R/M will ensure its platform, networking, and hardware resources meet or exceed industry standards for performance and security. Routine software updates may be completed.
2. Facilities - Provide a physically safe, secure, and climate-controlled Amazon data center where data and equipment are resistant to natural disaster or malicious attack.
3. Data Storage – Provide expandable, secure, data storage for any municipal data such as CCTV data, inspection photos, documents, as-builts, and more.
4. Backups – Maintain a rigorous backup plan to minimize the risk of data loss due to user error or hardware failure.
5. Troubleshooting – R/M will make reasonable efforts to resolve errors or technical issues. Client understands R/M cannot guarantee a complete or immediate resolution due to circumstances outside of R/M's control such as software bugs, unforeseen use cases, etc.
6. IT Services – Provide human resources for the management, optimization, and research for all the above services.
7. Access to GIS Customer Success Managers.



Scott P. Brandmeier P.E.
2024 GIS Annual Services Agreement
December 6, 2023
Page 2

Additional Services

We also recommend budgeting additional funds to cover assistance with items outside of GIS Core and Tool Suites. The additional services and funds are for miscellaneous requests to expand Geospatial Infrastructure (technology, data, and services) that enables users at all levels to better share, collaborate, interconnect and benefit from the capabilities of GIS. These services do not require the additional overhead of a formal proposal instead handled through a task order or email. R/M will invoice for these "as-requested" services at our normal hourly rates for the hours expended to complete the task. The actual budget amount is at your discretion and should reflect your intent to use more or less of R/M's maintenance services.

Please note that GIS improvements specific to your organization's site may result in additional charges throughout the year that may include but are not limited to:

- Improving functionality (features, layers, query functions, etc.)
- Modification or maintenance related to map services not owned or maintained by R/M (County Map Services)

Services could include but are not limited to:

- GIS utility data maintenance and GIS updates
 - For 2024, this includes work on Beach Drive, Bradley Road, and Lake Drive.
 - Additional GIS updates and maintenance will be completed as requested and will adjust up or down based on Village requested needs.
 - Maintenance includes update of geometry, attribute updates, and as-built linking when provided.
- Correspondence and coordination with GIS Customer Success Manager on maintenance tasks, progress updates, GIS user/account registration, software updates and technological upgrades
- Continuous project support from the Customer Success Manager
- Scanning and uploading as-builts and/or documents
- Adding utility easements to GIS database, includes mapping easement geometry and linking PDF documents
- Survey and mapping services
- Training
- Importing CCTV repair data
- Inspection assistance (Outfalls, Ponds, etc.)
- LCRR solutions
- Water model updates (GIS)
- Utility system exhibits
- ESRI public communication applications
- AssetAlly 2.0/Mobile Upgrade
 - Esri has made changes that require R/M to update GIS software.
 - Conversations regarding the timeline of this transition will occur in 2024.
 - Costs will be determined based on the transition effort, number of users and custom tools needed.
 - This task will need to be scoped in more detail to determine level of effort.
 - Cost is an estimate at this time and conversion efforts may not take place until 2025.



Scott P. Brandmeier P.E.
2024 GIS Annual Services Agreement
December 6, 2023
Page 3

We appreciate the opportunity to serve you and welcome your feedback and ideas on how we can provide even greater products and services. If you have any questions regarding our services and fees, please contact our office.

The above described professional services will be provided to you in accordance with the attached two page **RM Standard Terms & Conditions (GIS)** dated May 19, 2015, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Respectfully,

RUEKERT & MIELKE, INC.

A handwritten signature in blue ink, appearing to read 'Timothy J. Anderson', written over a horizontal line.

Timothy J. Anderson
GIS Team Leader
tanderson@ruekert-mielke.com

TJA:cal

Enclosure(s)

cc: Jerad Wegner, P.E., Ruekert & Mielke, Inc.



Scott P. Brandmeier P.E.
2024 GIS Annual Services Agreement
December 6, 2023
Page 4

2024 GIS Annual Services Agreement
Between Village of Fox Point
and
Ruekert & Mielke, Inc.
Dated December 6, 2023

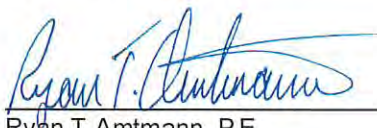
CLIENT NAME:

Village of Fox Point

ENGINEER:

Ruekert & Mielke, Inc.

By: _____

By: 
Ryan T. Amtmann, P.E.

Title: _____

Title: Vice President

Date: _____

Date: December 6, 2023

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: Timothy J. Anderson

Title: CADD/GIS Team Leader

Phone Number: (262) 542-5733

Ruekert & Mielke, Inc. Standard Terms and Conditions (GIS Services)

Effective May 19, 2015

A. Standards of Performance

The standard of care for all professional consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.

B. Authorized Representative

With the execution of this Agreement, Consultant and Owner shall designate specific individuals to act as Consultant's and Owner's representatives with respect to the services to be performed or furnished by Consultant and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Consultant

Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to Owner by Consultant monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All materials developed, prepared, completed, or acquired by Consultant during the performance of the services specified in this contract, including all finished or unfinished surveys, data, drawings, maps, photographs, and reports, shall become the property of Owner and shall be delivered to Owner during the contract period. Such materials shall not be released by Consultant or used for other purposes at any time without the written approval of Owner.

No drawings, maps, photographs, documents, reports, or other data prepared or completed under this contract agreement shall be copyrighted by Consultant, nor shall any notice of copyright be registered by Consultant in connection with any such material prepared or completed under this contract.

E. Owner Provided Information

Consultant shall have the right to rely on the accuracy of any information provided by Owner. Consultant will not review this information for accuracy.

F. Access

Owner shall arrange for safe access to and make all provisions for Consultant and Consultant's consultants to enter upon public and private property as required for Consultant to perform services under this Agreement.

G. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not exceed the total amount of \$2,000,000.00.

H. Insurance

Consultant will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

I. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Consultant all amounts owing to Consultant under this Agreement, for all work performed up to the effective date of notice.

J. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and consultants in the performance of Consultant's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Consultant's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Consultant and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Consultant's negligence bears to the total negligence of Owner, Consultant, and all other negligent entities and individuals.

4. The indemnification provision of paragraph J.1. is subject to and limited by the provisions agreed to by Owner and Consultant in paragraph G. "Limit of Liability," of this Agreement.

K. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Consultant. Consultant's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with Contractors and other entities involved in this project to carry out the intent of this paragraph.

L. Force Majeure

Consultant shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Consultant's reasonable control.

M. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

N. Dispute Resolution

Owner and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation. This Agreement shall be interpreted according to and governed by the laws of the State of Wisconsin.

O. Public Records

Consultant agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT



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: December 7, 2023
Re: Recommendation for 2024 Sanitary Project

SB

SAB

The Village is proposing to rehabilitate approximately 5,160 linear feet of sanitary sewers in Basin Nos. 1, and 2 and another 1,690 linear feet of storm sewer along Lake Drive. The rehabilitation locations were identified based on prior televising events that had been performed and all rehab activities are proposed to be performed via cured in place pipe (CIPP).

Kapur has submitted a proposal to the Village to perform the professional engineering services for this project in an amount not to exceed \$24,845. I have reviewed the proposal and find it to be reasonable and appropriate.

Therefore, it is my recommendation that the Village approve the proposal from Kapur & Associates in an amount not to exceed \$24,845 the professional engineering services associated with this project. It is my further recommendation that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the Sanitary Sewer Fund and Stormwater Utility Fund.

November 30, 2023

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

RE: 2024 Sanitary and Storm Sewer Rehabilitation Project

Dear Scott,

Kapur is pleased to submit this proposed contract to provide professional engineering services for the referenced project.

SCOPE OF SERVICES

The Village of Fox Point is intending to rehabilitate approximately 6,850 L.F. of sanitary and storm sewers with installation of CIPP lining. Sanitary sewer in Basins #1 and #2 and storm sewer CIPP lining at Lake Drive. These areas will comprise the base bid for the work once the contract documents are compiled and include the following.

- Approximately 5,160 L.F. of 8-inch, 10-inch, 12-inch, 15-inch and 18-inch of sanitary sewer (25 segments)
- Approximately 1,690 L.F. of 12-inch and 18-inch of storm sewer CIPP lining (8 segments)
- Five locations for sanitary sewer sectional liners

The scope of work for aforementioned segments includes time for collection of data and design activities as follows:

- Meetings with the Village Staff
- Review sanitary and storm sewer CCTV inspection videos (approximately 6850 L.F.), verify the physical condition of the pipe and finalize the rehabilitation spreadsheets:
- Prepare preliminary and final designs for the work.
- Prepare Bidding/Contract document and engineering cost estimate.
- Assist with publishing and bid opening. Finalize the bid tab upon review of the bids received and provide an award recommendation to the low bidder and the Village.
- Prepare copies of CCTV video for the prospective bidders.
- Work with prospective bidders and clarify proposed rehabilitation program.

SCHEDULE

Sanitary sewer rehabilitation project will be performed in spring/summer 2024. Published in January 2024 and bid opening in February 2024.

FEES AND BILLINGS

The professional fees for the work as described above and in the attached breakdown are estimated to be not to exceed fee: \$24,845.00.

ACCEPTANCE

If this proposal is acceptable, please sign and date this original copy on Standard General Contract Terms and return it to our office.

Thank you for the opportunity to submit this proposed contract. We look forward to working with you on this project. Should you have any questions, or require further information, please call us at (414) 751-7200.

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

Article 1 Scope of Services

ENGINEER shall provide CLIENT with services in connection with the Project as described in Scope of Services. ENGINEER shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with the ENGINEER's service.

Unless otherwise specifically included in the proposal, ENGINEER's scope of services does not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of the land, air or water.

Article 2 Schedule of Services

ENGINEER shall start and complete work as set forth in the Scope of Services. ENGINEER shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of ENGINEER's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement.

Article 3 CLIENT's Responsibility

CLIENT shall do the following in a timely manner so as not to delay the service of ENGINEER:

3.1 Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints.

3.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the ENGINEER may use and rely upon in performing the services under this Agreement. Verification of the accuracy and completeness of any information provided by the CLIENT is beyond the scope of this agreement.

Article 4 Payment Terms

CLIENT agrees to pay all fees within 45 days of the date of the invoice. Balances due over 45 days will be assessed an interest rate of 1.5 % per month. CLIENT agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

CLIENT understands and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits or secure financing for the project.

Article 5 Term and Termination

ENGINEER's obligation to render services under this Agreement will extend for a period that may reasonably be required for the services to be provided, including extra work and required extensions. If CLIENT fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed or suspended by CLIENT for more than three months for reasons beyond ENGINEER's control, ENGINEER may, after giving seven days' written notice to CLIENT, suspend or terminate services under this Agreement.

If payment is not received within 45 days of the date of invoice, ENGINEER reserves the right, after giving seven days' written notice to CLIENT, to suspend services to the CLIENT or to terminate this Agreement. ENGINEER shall not be liable to CLIENT or any third parties for any damages caused by the suspension or termination of work for non-payment. CLIENT may terminate this Agreement for any reason or without cause upon 30 days' written notice to ENGINEER. If any work covered by this Agreement is suspended, terminated or abandoned for any reason other than ENGINEER'S breach of the Agreement, the CLIENT shall compensate the ENGINEER for

services rendered to the date of written notification of such suspension, termination or abandonment.

Article 6 Indemnity

CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent or intentional acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

Article 7 Ownership and Copyright of Documents

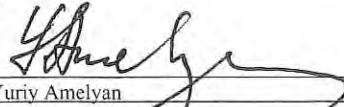
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional service for the purpose of purchasing or identifying property or constructing the project. Reuse or modification of any such documents by CLIENT, without ENGINEER's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages and expenses, including attorneys' fees, arising out of such use by CLIENT or by others acting through the CLIENT.

Article 8 Electronic Media

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic formats, or other types of information furnished by ENGINEER to CLIENT such as text, data or graphics, are only for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software applications packages, operating systems or computer hardware differing from those in use by ENGINEER at the beginning of this project.

ENGINEER

Kapur

By: 
Print: Yuriy Amelyan
Title: Associate/Project Manager
Date: 11-30-2023

The above and foregoing proposal is hereby accepted and ENGINEER is authorized to proceed with the work.
CLIENT

Village of Fox Point

By: _____ By: _____
Print: _____ Print: _____
Title: _____ Title: _____
Date: _____ Date: _____



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

VILLAGE HALL
7200 N. SANTA MONICA BLVD.
FOX POINT 53217-3595
414-351-8900
FAX 414-351-8909

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works *SB*

Through: Scott Botcher, Village Manager *SAB*

Date: December 7, 2023

Re: 2024 Sanitary Sewer Televising

As part of the Village's maintenance and inspection of its sanitary sewers, the Village will televise certain segments of the sanitary sewers to determine the condition of the mains and make recommendations on any necessary rehabilitation activities. The proposed televising for 2024 focuses predominantly on the northwest portion of the Village in Basin Nos. 3, 5, 6 and 9 (refer to the areas on the attached map) and includes approximately 22,000 linear feet of televising. These areas were targeted, in part, due to the fact that these are aging mains with little history of rehabilitation. The results of the televising will help staff determine whether any repairs are necessary along these segments of pipe.

Kapur is estimating that the cost to televise the mains will be \$1.00 per foot for an approximate subtotal of \$22,000. The remaining approximate \$10,720 comprises Kapur's staff to review the videos and provide an inspection report and recommendations for future rehabilitation efforts.

Kapur & Associates has submitted a proposal in an amount not to exceed \$32,720 to coordinate the 2024 sanitary sewer televising. I have reviewed their proposal and find that the costs are reasonable. Therefore, it is my recommendation that the proposal be accepted in an amount not to exceed \$32,720 and that the Village President and Village Clerk be authorized to sign the proposal on behalf of the Village. Funding is available in and proposed to be allocated from the Sanitary Sewer Fund.



PROJECT
2024 PROPOSED
SANITARY SEWER
CCTV INSPECTION

LOCATION
VILLAGE OF FOX
POINT



REVISIONS

PRELIMINARY

NO.	DATE	DESCRIPTION
1	12/12/2023	ISSUED FOR REVIEW



SCALE
1" = 50'

all in

2024 PROPOSED
CCTV - AREA 1

SHEET NUMBER
1





PROJECT: 2024 PROPOSED SANITARY SEWER CCTV INSPECTION

LOCATION: VILLAGE OF FOX POINT



CLIENT: PRELIMINARY

NO.	DATE	DESCRIPTION
1	02/02/2024	PRELIMINARY



all in

PROJECT: 2024 PROPOSED CCTV - AREA 2

PROJECT MANAGER	DATE	REVISION

SHEET NAME: 2





**CONTRACT BETWEEN
VILLAGE OF FOX POINT
AND
KAPUR & ASSOCIATES, INC.
FOR
2024 SANITARY SEWER CLOSED CIRCUIT TELEVISION INSPECTION
VILLAGE OF FOX POINT**

We are pleased that the Village has selected Kapur & Associates, Inc. to perform the professional engineering services for the referenced project.

The scope of work includes time for collection of data and closed circuit televising (CCTV) work in Basins 3, 5, 6 and 9 as follows:

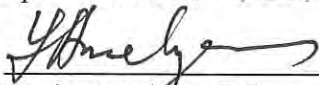
- Review sanitary sewer GIS and preparation of proposed CCTV location maps (determine the size and length for each proposed televising sanitary sewer segment)
- Televising of approximately 22,000 L.F. of 8", 10", 12" and 15" sanitary sewer
- Field coordination between TV contractor, residents and Village, field assistance
- Review video's and determine sanitary sewer pipe physical condition. Determine if there any manhole or lateral connection required immediate attention.
- CCTV inspection report, recommendation for sanitary sewer rehab and cost estimate. Prepare list of defected manholes and lateral connection.

Total fees for this service are a time and materials not to exceed amount of \$32,720.00.

This proposal includes all reimbursable cost and expenses. Our fees are detailed in the attached Fee Schedule.

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

For Kapur & Associates, Inc.,

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

Date: 11-30-2023

For the Village of Fox Point,

By: _____
Christine Symchych
Village President

Date: _____

By: _____
Kelly Meyer
Village Clerk

Date: _____



COST NOT TO EXCEED
FOX POINT 2024 SANITARY SEWER CLOSED CIRCUIT TELEVISION INSPECTION

TASK	Project Manager	Project Engineer	Cad Technician	Total Task Hours	Total Task Cost
	\$190.00	\$125.00	\$100.00		
Review Village's sanitary sewer system, determine previously performed CCTV and CIPP work, determine proposed/targeted area for 2024 CCTV and prepare location map	2	8	8	18	\$2,180.00
Televising of sanitary sewer main, coordination between TV contractor, residents and Village, field assistance	Approximately 22,000 Feet @ \$1.00				\$22,000.00
Review video's and determine sanitary sewer pipe physical condition. Determine if there any manhole or lateral connection required immediate attention.	8	24		32	\$4,520.00
CCTV inspection report, recommendation for sanitary sewer rehab and cost estimate. Prepare list of detected manholes and lateral connection.	8	16	2	26	\$3,720.00
Reimbursable expenses					\$300.00
TOTAL	18	48	10	76	\$32,720.00



VILLAGE OF FOX POINT
2024 SANITARY SEWER CLOSED CIRCUIT TELEVISION INSPECTION



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 *SB*
Date: December 7, 2023
Re: Acceptance of Indian Creek Maintenance Proposal

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

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

In 2015, Marek began a management program along the creek bed which included cattail control and vegetation maintenance. These activities continued in 2016 through 2023 and have been very successful at significantly reducing the cattail population. The activities undertaken by Marek have helped in managing the cattails and other invasive plant species. I am recommending that the Village continue with the active management program.

Marek has submitted a proposal that includes cattail and invasive species control over the entire creek bed, control of tree seedlings from Dean Road south to Spooner Road, plug planting, and preparation of progress and year end reports. Based on my review of the proposal, it is my recommendation that the Village Board accept the proposal of Marek Landscaping for the 2024 Indian Creek vegetative maintenance in an amount not to exceed \$17,185 and authorize the Village President and Village Clerk to sign the agreement on behalf of the Village. The Village has budgeted \$30,000 in the storm water utility to fund these activities.



INDIAN CREEK STEWARDSHIP 2024

Marek Landscaping, LLC

Client Name: Village of Fox Point

Project Name: Indian Creek Stewardship 2024

Jobsite Address: Fox Point, WI 53217

Billing Address: 7200 North Santo Monica Blvd Fox Point,
WI 53217

Estimate ID: EST4289922

Date: Nov 27, 2023

Project Summary:

We are excited for the opportunity to continue to offer expert stewardship and maintenance services at Indian Creek in 2024. Our ecologists are uniquely positioned to care for natural areas and their specific needs. Our Stewardship Department specializes in thoughtful stewardship of native plant communities and will work to ensure the health of Indian Creek year-round. Marek ecologists are skilled in integrative pest management and will use the most appropriate and effective methods to manage invasive and undesirable species based on each species' phenology, the time of year, and the site's unique conditions. Previous years of stewardship activities have been successful and have resulted in a significant reduction of invasive species present. However, several problem areas and species still persist, and special attention will be paid to these in 2024. In addition to stewardship maintenance, this proposal includes vegetation monitoring, inventory surveying, and an end of year report.

Primary targets for herbaceous treatments will include Purple Loosestrife, Reed Canary Grass, and Cattails. Secondary targets include Garlic Mustard, Creeping Jenny, Thistle, Teasel. Primary targets for woody species treatments will include Buckthorn, Grapevine, and their re-sprouts, and Ash, Boxelder, and Willow saplings. The area will also be monitored for emergent threats of new or spreading invasive species not considered as primary targets.

Mixed Invasives (6.5 acres) \$5,958.00

Invasive and undesirable vegetation will be controlled by a combined approach including targeted foliar herbicide application, pulling, cutting, and collection of viable weed seed.

Includes a minimum of two visits by staff ecologists throughout the 2024 growing season to:

- Reduce populations of invasive species, focusing on satellite and flowering individuals.
- Seed bare and/or disturbed areas with a custom woodland native seed mix and cover crop to prevent erosion, prevent re-infestation of invasive and undesirable plants, and encourage the establishment of the intended native plant community.

Purple Loosestrife and Reed Canary Grass Control (6.5 acres) \$4,337.00

Purple Loosestrife will be controlled primarily by herbicide application, using backpack sprayers and wick applicators with aquatic-approved herbicide. Hand-pulling and bagging for disposal may also be done.

Reed Canary Grass will be controlled by herbicide application, primarily by backpack sprayers, also with aquatic-approved herbicides.

A minimum of four visits will be completed throughout the growing season.

Cattail Control and Maintenance **\$920.00**

Cattails will be controlled using aquatic-approved herbicides applied via backpack sprayers and/or wick applicators. Cattails may be cut prior to herbicide application to reduce the amount of herbicide required.

Two visits will be completed, the first in July and the second in September.

Control of Tree Seedlings **\$3,344.00**

Ash, Buckthorn, Boxelder, Willow, and other undesirable tree seedlings within creek bed and back-up areas will be controlled by cutting and/or mowing seedlings and stump treating with an herbicide labeled for aquatic use, or basal bark treating seedlings with an herbicide labeled for aquatic use.

One visit will be completed in Fall 2024.

Vegetation Monitoring and Inventory Survey **\$1,426.00**

One timed-meander vegetation survey will be completed in Spring 2024 to inventory and quantify native and invasive wetland species. The survey results will be reported and discussed in the end of year report. We recommend alternating survey season each year, with a Fall survey suggested for 2025.

Progress Monitoring and End of Year Report **\$1,200.00**

Includes all inspections to monitor site progress and a year-end report to record the year's efforts and make recommendations for future work.

Subtotal	\$17,185.00
Taxes	\$0.00
Estimate Total	\$17,185.00

Payment Terms: Progress invoices will be sent monthly. If the purchaser fails to make payment within 30 days, any guarantee shall be null and void and purchaser shall pay interest on the balance due and owing at the rate of one and one-half percent (1.5%) per month, at an annual rate of eighteen percent (18%). The purchaser agrees to pay any expenses incurred by Marek Landscaping, LLC in collecting amounts due, including court costs, attorney's fees and any other costs of collection. Our workers are fully covered by Worker's Compensation Insurance. Prices are only valid when the estimate is accepted in full. A fee equal to 10% of the proposed amount will be applied for cancellations without two weeks' written prior notice. All invoices will be mailed electronically, unless otherwise requested. Any changes after the proposal is signed will be subject to a \$125 change order fee. This estimate is valid for 30 days from date created.

A list of herbicides used on your property by Marek Landscaping and their product labels are available upon request. Please email dennis@mareklandscaping.com if you would like this information.

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

Estimate authorized by: _____

Company Representative

Signature Date: _____

Estimate approved by: _____

Customer Representative

Signature Date: _____



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: December 7, 2023
Re: Acceptance of Indian Creek Woods Maintenance Proposal

From 2019 through 2023, the Village contracted with Marek Landscaping to provide additional invasive species control in the Indian Creek Woods after the removal of the ash, elm and other tree species in the woods. Until native vegetation and the trees planted are well established, staff intends to continue with invasive species control in the former wooded area.

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

Based on my review of the proposal, it is my recommendation that the Village Board accept the proposal of Marek Landscaping for the 2023 Indian Creek Woods vegetative maintenance in an amount not to exceed \$5,349.28 and authorize the Village Manager to sign the agreement on behalf of the Village. Funding will be allocated from the EAB account.



INDIAN CREEK WOODS STEWARDSHIP 2024

Marek Landscaping, LLC

Client Name: Village of Fox Point

Project Name: Indian Creek Woods Stewardship 2024

Jobsite Address: Fox Point, WI 53217

Billing Address: 7200 North Santa Monica Blvd Fox Point,
WI 53217

Estimate ID: EST4289920

Date: Nov 27, 2023

Project Summary

We are excited for the opportunity to continue to offer expert stewardship and maintenance services at Indian Creek Woods in 2024. Our ecologists are uniquely positioned to care for natural areas and their specific needs. Our Stewardship Department specializes in thoughtful stewardship of native plant communities and will work to ensure the health of Indian Creek Woods year-round. Marek ecologists are skilled in integrative pest management and will use the most appropriate and effective methods to manage invasive and undesirable species based on each species' phenology, the time of year, and the site's unique conditions. Previous years of stewardship activities have been successful and have resulted in a significant reduction of invasive species present. However, several problem areas and species still persist, and special attention will be paid to these in 2024.

Primary targets for herbaceous treatments will include Creeping Jenny, Valerian, Dame's Rocket, Burdock, Thistle, and Motherwort. Primary targets for woody species treatments will include Boxelder, Ash, Buckthorn, Mulberry, and Burning Bush. The area will also be monitored for emergent threats of new or spreading invasive species not considered as primary targets. Three of the five proposed visits will focus on herbaceous vegetation, with the fourth and fifth visits focusing on the woody invasive species.

Vegetation Maintenance

\$2,841.28

Invasive and undesirable vegetation will be controlled by a combined approach including targeted foliar herbicide application, pulling, cutting, and collection of viable weed seed.

Includes a minimum of three visits by staff ecologists throughout the 2024 growing season to:

- Control invasive and undesirable herbaceous plants.
- Seed bare and/or disturbed areas with a custom woodland native seed mix and cover crop to prevent erosion, prevent re-infestation of invasive and undesirable plants, and encourage the establishment of the intended native plant community

Objective for this season will include:

- Reduce populations of aggressive goldenrod species, including Canada Goldenrod
- Reduce Burdock population, focusing on second year and flowering individuals.
- Reduce Canada thistle population, focusing on flowering individuals.
- Reduce Dames Rocket population, focusing on second year and flowering individuals.
- Continued invasive species management to reduce populations, focusing on satellite and flowering populations.

Woody Invasive Species Control

\$2,508.00

Includes two visits by Marek ecologist in Fall and/or Winter 2024.

Objectives will include:

- Treating saplings and re-sprouts of undesirable and previously removed invasive woody species, including Boxelder and Ash.
- Reduce populations of Buckthorn, Mulberry, and Burning Bush

	Subtotal	\$5,349.28
	Taxes	\$0.00
	Estimate Total	\$5,349.28

Payment Terms: Progress invoices will be sent monthly. If the purchaser fails to make payment within 30 days, any guarantee shall be null and void and purchaser shall pay interest on the balance due and owing at the rate of one and one-half percent (1.5%) per month, at an annual rate of eighteen percent (18%). The purchaser agrees to pay any expenses incurred by Marek Landscaping, LLC in collecting amounts due, including court costs, attorney's fees and any other costs of collection. Our workers are fully covered by Worker's Compensation Insurance. Prices are only valid when the estimate is accepted in full. A fee equal to 10% of the proposed amount will be applied for cancellations without two weeks' written prior notice. All invoices will be mailed electronically, unless otherwise requested. Any changes after the proposal is signed will be subject to a \$125 change order fee. This estimate is valid for 30 days from date created.

A list of herbicides used on your property by Marek Landscaping and their product labels are available upon request. Please email dennis@mareklandscaping.com if you would like this information.

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

Estimate authorized by: _____
Company Representative

Estimate approved by: _____
Customer Representative

Signature Date: _____

Signature Date: _____



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works *SB*
Through: Scott Botcher, Village Manager *SAB*
Date: December 7, 2023
Re: Recommendation for Monitoring of Manor Lane Retaining Wall

The Village retained Kapur & Associates to perform design services associated with the retaining wall on Manor Lane adjacent to Indian Creek. The report from Kapur and their subconsultant noted that the wall is relatively stable and does not need to be replaced in the next few years but they did recommend that the wall be monitored for any movement.

Kapur has submitted a proposal in the amount of \$16,550 to cover monitoring of the wall over a two-year period (2024 and 2025) which includes setting up prisms on the wall (for survey purposes), perform Lidar scans of the wall, and preparing a report noting what, if any, movement is occurring along the wall.

The proposal includes four different times during which the data will be collected and estimates 8-hours for collection and processing of data during each event, another 8-hours of CAD time to place the data on a drawing (and convert the data points to a drawing file) plus survey review time and miscellaneous project management. The estimated cost for each monitoring event is approximately \$4,200 and appears reasonable given the work that is proposed for the site.

Therefore, it is my recommendation that the Village approve the proposal from Kapur & Associates in an amount not to exceed \$16,550 for the professional engineering services associated with this project. It is my further recommendation that the Village President and Village Clerk be authorized to sign the contract on behalf of the Village. Funding is proposed to be allocated from the Stormwater Utility.



September 20, 2023

Re: Manor Lane Retaining Wall Movement Monitoring

Dear Scott,

Kapur is pleased to submit this proposed contract to provide professional engineering services for the referenced project.

SCOPE OF SERVICES

The scope of work for retaining wall movement monitoring activities as follows:

- Project Management.
- Installation up to 4 mini prisms on the wall between stations 0+90 and 1+40 (These will need to be drilled and set with Tapcons into the wall (Kapur can do this install) these will be monitored a total of 4 times over the next 2 years with a recording spreadsheet to document the change.
- Lidar scans of the wall will be conducted at the same time/ day as the observations on the mini prisms. Lidar data set will be mapped in the office and cross sections cut along the wall at every 10' increments and a plot of the section produced for documentation and review of other movement. These will be monitored a total of 4 times over the next 2 years with a recording spreadsheet to document the change.
- Final report with recommendations (Incorporate 2023 LIDAR data into report).

SCHEDULE

Manor Lane retaining wall movement monitoring will be performed 1n 2024 and 2025.
The final report will be submitted in December 2025.

FEES AND BILLING

The professional fees for the work as described above and in the attached breakdown are estimated to be not to exceed fee: \$16,550.00.

ACCEPTANCE

If this proposal is acceptable, please sign and date this original copy on Standard General Contract Terms and return it to our office.

Thank you for the opportunity to submit this proposed contract. We look forward to working with you on this project. Should you have any questions, or require further information, please call us at (414) 751-7200.



STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL SURVEY SERVICES

Article 1 Scope of Services

SURVEYOR shall provide CLIENT with services in connection with the Project as described in Scope of Services. SURVEYOR shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services. SURVEYOR makes no warranties, express or implied, under this Agreement or otherwise, in connection with the SURVEYOR's service.

Unless otherwise specifically included in the proposal, SURVEYOR's scope of services does not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of the land, air or water.

Article 2 Schedule of Services

SURVEYOR shall start and complete work as set forth in the Scope of Services. SURVEYOR shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of SURVEYOR's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement.

Article 3 CLIENT's Responsibility

CLIENT shall do the following in a timely manner so as not to delay the service of SURVEYOR:

3.1 Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints.

3.2 Assist SURVEYOR by placing at SURVEYOR's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the SURVEYOR may use and rely upon in performing the services under this Agreement. Verification of the accuracy and completeness of any information provided by the CLIENT is beyond the scope of this agreement.

Article 4 Payment Terms

CLIENT

agrees to pay all fees within 45 days of the date of the invoice. Balances due over 45 days will be assessed an interest rate of 1.5 % per month. CLIENT agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorneys' fees involved in or arising out of collecting any unpaid or past due balances.

CLIENT understands and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits or secure financing for the project.

Article 5 Term and Termination

SURVEYOR's obligation to render services under this Agreement will extend for a period that may reasonably be required for the services to be provided, including extra work and required extensions. If CLIENT fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if SURVEYOR's services are delayed or suspended by CLIENT for more than three months for reasons beyond SURVEYOR's control, SURVEYOR may, after giving seven days' written notice to CLIENT, suspend or terminate services under this Agreement.

If payment is not received within 45 days of the date of invoice, SURVEYOR reserves the right, after giving seven days' written notice to CLIENT, to suspend services to the CLIENT or to terminate this Agreement. SURVEYOR shall not be liable to CLIENT or any third parties for any damages caused by the suspension or termination of work for non-payment. CLIENT may terminate this Agreement for any reason or without cause upon 30 days' written notice to SURVEYOR. If

any work covered by this Agreement is suspended, terminated or abandoned, the CLIENT shall compensate the SURVEYOR for services rendered to the date of written notification of such suspension, termination or abandonment.

Article 6 Indemnity

CLIENT and SURVEYOR each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and SURVEYOR, they shall be borne by each party in proportion to its negligence.

CLIENT agrees that SURVEYOR's total liability to CLIENT under this Agreement shall be limited to \$50,000 or the total amount of compensation received by SURVEYOR, whichever is greater.

Article 7 Ownership and Copyright of Documents

All documents prepared or furnished by SURVEYOR pursuant to this Agreement are instruments of SURVEYOR's professional service, and SURVEYOR shall retain an ownership and property interest therein, including all copyrights. SURVEYOR grants CLIENT a license to use instruments of SURVEYOR's professional service for the purpose of purchasing or identifying property or constructing the project. Reuse or modification of any such documents by CLIENT, without SURVEYOR's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify and hold SURVEYOR harmless from all claims, damages and expenses, including attorneys' fees, arising out of such use by CLIENT or by others acting through the CLIENT.

Article 8 Electronic Media

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SURVEYOR. Files in electronic formats, or other types of information furnished by SURVEYOR to CLIENT such as text, data or graphics, are only for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, SURVEYOR makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software applications packages, operating systems or computer hardware differing from those in use by SURVEYOR at the beginning of this project.

Kapur & Associates, Inc.

By: _____

Print: Yuriy Amelyan

Title: Associate/Project Manager

Date: November 30, 2023

The above and foregoing proposal is hereby accepted and SURVEYOR is authorized to proceed with the work.

CLIENT

By: _____

Print: _____

Title: _____

Date: _____

COST NOT TO EXCEED
2024 AND 2025 RETAINING WALL MOVEMENT MONITORING
VILLAGE OF FOX POINT, WISCONSIN

TASK	Project Manager	RLS	One Man Survey Crew	Cad Technician	Total Task Hours	Total Task Cost
	\$190.00	\$160.00	\$150.00	\$110.00		
1. Project Management	8				8	\$1,520.00
3. Install up to 4 mini prisms on the wall between stations 0+90 and 1+40 (These will need to be drilled and set with Tapcons into the wall (Kapur can do this install) these will be monitored a total of 4 times over the next 2 years with a recording spreadsheet to document the change. One trip in each spring and fall of 2024 and 2025		4	4	4	12	\$1,680.00
4. Lidar scans of the wall will be conducted at the same time/day as the observations on the mini prisms. Lidar data set will be mapped in the office and cross sections cut along the wall at every 10' increments. One trip in each spring and fall of 2024 and 2025		15	32	32	79	\$10,720.00
	5	8			13	\$2,230.00
5. Final Report and incorporate 2023 Lidar scanning data into report					0	\$400.00
TOTAL:	13	27	36	36	112	\$16,550.00



To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works

Through: Scott Botcher, Village Manager

Date: December 7, 2023

Re: Waste Management Contract

SB

SB

The Village of Fox Point was presented with information on proposals received from Waste Management, GFL and John's Disposal for municipal solid waste (MSW) and yard waste disposal as well as recycling collection services at the May Village Board meeting. At that time, additional information was provided to note that the Village could perform recycling collections more cost effectively than any of the three companies based on the proposals that were submitted.

Subsequently, the Village Board directed staff to purchase an additional packer, two additional scooters, retain staff and negotiate a contract with Waste Management for the disposal and processing of garbage, yard waste and recyclables. Staff and the Village Attorney have been working with Waste Management for the better part of the last 5 to 6 months to formalize an agreement for such services. Unfortunately, there have been quite a few comments between the parties.

As it stands, a contract is not yet finalized but a draft contract has been submitted to the Village and our Attorney has reviewed it. The draft contract and Village Attorney comments are attached. Based on conversations with the Village Attorney, it is my recommendation that the Village Board approve a contract with Waste Management for waste, yard waste and recycling disposal and processing services, subject to final revisions being made to address concerns raised by staff and the Village Attorney to the satisfaction of the Village Director of Public Works and Village Manager. It is my further recommendation that, upon acceptance of the final revisions, the Village President and Village Clerk/Treasurer be authorized to sign the final form of the contract.

Municipal LAW

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

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

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

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

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

December 5, 2023

Scott Brandmeier, DPW Director
Village of Fox Point
7200 N Santa Monica Blvd.
Fox Point, WI 53217

**Re: Waste Management Contract
Revised Draft**

Dear Mr. Brandmeier:

I received the above-noted contract that you forwarded to my attention and your request that I provide my comments. I have had an opportunity to carefully consider this matter.

Based upon my review, I note following comments, questions, concerns and recommendations in this regard:

1. Previous Review. I previously reviewed this Agreement by copy of correspondence on or about September 27, 2023. At that time, I made a number of recommendations regarding the Agreement. Waste Management has since proposed significant revisions to the Agreement, shown by redline changes within the document. I will outline how those changes impacted my previous comments below.
2. Section 1 states Waste Management will provide collection, management, transportation, disposal, and/or processing services. As noted in my previous letter, it is my understanding Waste Management will only provide disposal and processing services. Please carefully review this Section to ensure it is consistent with the Village's intent.

The definition for "Refuse" was revised to state it does not include "Green Waste." However, there is not a definition for "Green Waste" included in the Agreement. This term should be defined.

A definition for "Unacceptable Waste" has been created in Section 1. Please review this definition carefully so it is clear what is considered unacceptable for this Agreement.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Scott Brandmeier
December 5, 2023
Page 2

3. Section 3 “Term of Agreement,” has been revised slightly. The initial term continues to be for 60-months. However, instead of successive automatic renewals, the parties now must mutually agree in writing to renew the term for one-year. This is the only available renewal term after the initial 60-month term.
4. I previously recommended that Section 4 “Inspection; Rejection of Waste,” be removed from the Agreement because it states the Village is liable for all “Unacceptable Waste” at all times. Further, it requires the Village to indemnify Waste Management for costs, damages or fines incurred as a result of or relating to the Village’s tender or delivery of Unacceptable Waste. However, Waste Management inserted a comment stating this Section must remain in the Agreement. Please consider whether this is acceptable as a policy matter for this Section to remain in the Agreement.
5. My previous comments regarding Section 8 “Changes and Payment” remain. The second sentence states Waste Management reserves the right, and the Village acknowledges that the Village should expect Waste Management to increase, add, or modify charges payable by the Village. In addition, I continue to recommend removing the word “orally” for how changes to the charges payable under the Agreement can be made. Changes to the payment terms should only be made in writing.
6. I continue to recommend the second paragraph of Section 9 “Indemnification,” which requires the Village to indemnify Waste Management, to be removed from the Agreement.
7. I previously recommended Section 10 “Uncontrollable Circumstances” be removed from the Agreement because it is a Force Majeure clause. Waste Management stated this provision must remain. If it cannot be removed in its entirety, I recommend, at minimum, the following be removed from the Section:

inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein

These are not standard force majeure events and should be removed.
8. Section 12 continues to state Waste Management can use subcontractors to provide services to the Village. As noted previously, this may not be true, as it is my understanding the Village is delivering waste materials directly to Waste Management facilities.
9. Section 14 “Termination” previously contained unfavorable terms for the Village regarding liquidated damages. It has since been revised in an acceptable manner, by removing the liquidated damages. Either party can terminate immediately for a breach of the Agreement. Waste Management is still provided the ability to recover any damages resulting from a breach by the Village.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Scott Brandmeier
December 5, 2023
Page 3

10. I previously noted that Section 15 appeared to be inapplicable because the Village was not receiving collection services. Waste Management inserted the following comment regarding this Section:

This section would cover the roll off bins and the Church.

Please ensure this is consistent with the Village's intent.

11. My office's standard public records terms have been inserted as Section 18.

12. In the previous draft, you noted that Exhibit A matched what was included in the Village's RFP. This Exhibit has since been revised. Please carefully review this Exhibit to ensure it is consistent with the Village's intent.

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/BTC/em

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



WASTE MATERIAL DISPOSAL AND PROCESSING SERVICES AGREEMENT

INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

COMPANY: Waste Management of Wisconsin, Inc.

A WM COMPANY

Address: W132 N10487 Grant Drive

City/State/Zip: Germantown, WI 53022

Signed: _____
Authorized Signature

Name: _____

Title: _____

Effective Date: 1/1/2024

Date

CUSTOMER: Village of Fox Point, WI

Address: 7200 N. Santa Monica Blvd.

City/State/Zip: Fox Point, WI 53217

Signed: _____
Authorized Signature

Name: _____

Title: _____

Initial Term: 60 Months

Date

AGREEMENT

This **Waste & Disposal Services Agreement** consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company and/or its affiliates will provide Customer with collection, management, transportation, disposal and/or processing services ("Services") for Customer's Waste Materials, Yard Waste and/or Recyclables, as described on Exhibit A.

"Refuse" means nonhazardous solid waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables, White Goods or Green Waste set out for collection pursuant to this Agreement, nor does it include Unacceptable Waste.

"Unacceptable Waste" means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations, or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company's equipment of facilities, or present a substantial endangerment to the health or safety of the public or Company's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

"White Goods" means household appliance containing freon or other refrigerant such as air conditions and refrigerators. White Goods delivered to disposal fee shall not be commingled wit Refuse.

"Yard Waste" means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter. Yard Waste includes, but is not limited to, plant debris such as palm, yucca and cactus, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Refuse, Yard Waste and Recyclables collected by or delivered to the Company shall be in accordance with descriptions given in this Agreement and shall not be or contain any Unacceptable Waste. If the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by the Company (such as from Village Hall or North Shore Congregational Church, Customer shall, at the time of tender, provide to the Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the any Special Waste or Unacceptable Waste under all applicable federal, state or local laws or regulations. Tender or delivery shall be considered nonconforming if not in accordance with this Section. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Refuse.

3. TERM OF AGREEMENT. The Initial Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 60 months, commencing on the Effective Date set forth above. This Agreement shall renew thereafter upon mutual agreement of the parties in writing for one additional one year renewal term ("Renewal Term", with "Initial Term," collectively, the "Term")

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Unacceptable Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Refuse is Unacceptable Waste, Company can, at its option, reject Unacceptable Waste and return it to Customer or require Customer to remove and dispose of the Unacceptable Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Unacceptable Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Company also may impose volume limitations on inbound deliveries reject any Waste that could adversely impact the receiving facility, or Company may terminate the Agreement or the applicable Exhibit A related to such Waste.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Unacceptable Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Unacceptable Waste. Company may assess and Customer shall pay additional charges associated with delivery of Unacceptable Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Waste Material in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Refuse. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Refuse, Recyclables or Yard Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal or processing facility for the sole purpose of off-loading Refuse, Yard Waste or Recyclables at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Refuse or Recyclables, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase, add or modify the Charges payable by Customer hereunder during the Term. The Charges may be adjusted by Company to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any increase in or to recoup all or any portion of, disposal, transportation, processing, energy and fuel costs or environmental compliance fees or costs, or recovery of the Company's and affiliates' costs associated with host community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities or agencies to engage in recycling and waste collection, transfer, processing, disposal and treatment; any change in the composition, amount or weight of the Refuse collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Refuse; increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations, (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such Charges that Company is charging its customers at such time. The Company may also increase the charges by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase, unless the parties have otherwise agreed to a different CPI as stated in an Exhibit A. Without limiting the foregoing, Company also reserves the right to adjust all pricing provided in an Exhibit A at any time with ten (10 days' advance written notice to Customer. Changes to the Charges payable under this Agreement may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All adjustments to Charges as provided above and in Section 5 shall take effect upon notification from Company to Customer. Customer shall pay the Charges in full within thirty (30) days of the invoice date. Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified at the top of the Agreement. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain

binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder..

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys' fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Refuse by Company, or (2) as a result of the disposal of Customer's Refuse, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of the Company provided that the Company's indemnification obligations will not apply to occurrences involving Unacceptable Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

11. RECYCLING SERVICES. The specifications set forth on Exhibit B shall apply to the Company's acceptance of recyclables specified on Exhibit B ("Recyclable Materials"). Special terms and conditions, if any, with respect to such Services shall be set forth on Exhibit B to this Agreement and shall be incorporated herein. Unacceptable Waste.

12. ASSIGNMENT & SUBCONTRACTING. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer. Customer may not broker the disposal of Industrial Waste through third parties under this Agreement without Company's express written consent.

13. ENTIRE AGREEMENT. This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein.

14. TERMINATION. Either party may immediately terminate this Agreement, in the event of the other's breach of any term or provision of this Agreement, including failure to pay on a timely basis if the breaching party fails to perform its obligations under the Agreement ("Default") within five (5) days after its receipt of written notice from the nondefaulting party. . Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

15. EQUIPMENT. All equipment furnished by Company for performance of this Agreement shall remain its property; however Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s) or otherwise under its care, custody and control. Customer will not overload, move or alter the equipment, or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

16. CONFIDENTIALITY. Intentionally Omitted.

17. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' and expert fees, in enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' and expert fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement; (e) this Agreement shall supersede and replace any prior Agreements related to the same services and all prior related Exhibit As, Confirmation Letters and Profiles Sheets in effect shall be incorporated by reference into this Agreement; (f) Company shall act as an independent contractor pursuant to this Agreement and nothing herein shall create a partnership, joint venture or any other relationship between the parties.

18. PUBLIC RECORDS.

When the Customer receives public records requests for matters that the Customer believes might be proprietary or confidential information, the Customer will notify the Company of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), the Company shall either provide the Customer with the record that is requested, for release to the requestor; or the Company shall advise the Customer that the Company objects to the release of the requested information, and the basis for the objection. If for any reason Customer concludes that the Customer is obligated to provide a record to a requestor that is in the Company's possession, the Company shall provide such records to the Customer immediately upon the Customer's request. The Company shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the Company shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Customer, its officers, agents, employees and independent contractors growing out of (i) the Customer's denial of a records request, based upon objections made by the Company, or (ii) the Company's failure to provide records to the Customer upon the Customer's request; or (iii) the Customer's charges made to a records requestor, based upon reimbursement of costs the Company charged to the Customer in responding to a records request; or (iv) the Customer's lack of timely response to a records request, following the Company's failure to timely respond to the Customer as required herein; or (v) the Customer's provision of records to a requestor that were provided to the Customer by the Company in response to a records request. The Company's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that the Customer may provide all requested documents, programs, data, and other records to the requestor, upon failure by the Company to defend, indemnify or hold harmless the Customer as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

EXHIBIT A

Municipal Refuse and Yard Waste Disposal Fees and Charges

- WM Northwest Transfer Station (Refuse only.) If Northwest Transfer Station is removed as an option for disposal, Company may its sole discretion, determine an alternative facility for the disposal of Refuse.
 - o Located at 6710 Industrial Rd, Milwaukee, WI 53223
 - o Residential Refuse only
 - o \$54/ton (\$41/ton plus \$13/ton State Generator Tax)
- WM Orchard Ridge Landfill and Composting Facility
 - o Located at W124 N8925 Boundary Rd, Menomonee Falls, WI 53051
 - o Residential Refuse, Yard Waste and Clean Fill
 - Refuse - \$44/ton (\$31/ton plus \$13/ton State Generator Tax)
 - Yard Waste - \$19.62/ton
 - o This location is 10.1 miles from the Village offices.

Disposal Rates	WM Northwest TS		Orchard Ridge Landfill & Composting Facility
Refuse Disposal (Includes all taxes)	\$54/ton	\$44/ton	
Yard Waste Disposal	n/a		\$19.62/ton

Recycling Processing Fees and Charges -)Village collects recyclables and delivers to Germantown Material Recycling Facility).

- \$40.00/ton Processing charge
- \$5.00/ton Environmental charge
- \$150/ton for material downgraded as contamination

- MRF fuel surcharge (changes monthly based on the average DOE fuel price table below)

Company's pricing for collection will include a fuel surcharge, based on a \$4.00 fuel table. The published index for determining monthly diesel fuel prices will be the Department of Energy's (DOE) "Weekly Retail On-Highway Diesel Prices" for the Midwest region. The price published for the first Monday of the month will be used as that month's diesel fuel price. The prices can be viewed at the DOE's website: ("EIA/DOE"). If diesel fuel is below \$4.00 per gallon, the fuel surcharge will be 0 percent. If diesel fuel is at or above \$4.00 per gallon, the following percentages will apply to Company's base rate.

Diesel Fuel Price per Gallon	Fuel Surcharge
<\$4.00	0 Percent
\$4.00 to \$4.24	2 Percent
\$4.25 to \$4.49	4 Percent
\$4.50 to \$4.75	5 Percent
For every \$0.25 per gallon increase above \$4.75	The Fuel Surcharge will increase by 1%

Annual Cost Adjustments to all disposal and processing services offered including charges, shall take effect on the anniversary date of the contract each year starting on January 1, 2025. Annual cost adjustments shall adhere to the 12-month percentage change of the CPI – All Items - Water, Sewer, Trash Collection Index with a maximum of five percent (5%).

EXHIBIT B

RECYCLABLES SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
	Uncoated printing, writing and office paper
Steel and tin cans – empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3*, #4*, #5, #6*, #7* and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

* These materials may be deemed Recyclables upon written consent of Company, which may be withdrawn upon notice to City if there is no commercially viable market.

ADDITIONAL SPECIFICATIONS:

Contained materials may not include Contamination or any Excluded Materials. Containers with Contamination or Excluded Materials may be delivered to the designated transfer or disposal facility for disposal. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances. Company reserves the right, upon notice to City, to reclassify Recyclables as Non-Recyclables for such period of time that the cost process, transport and market such materials exceed its then-current value.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. 2023-_____

**RESOLUTION TO APPROVE A
SEWER RATE INCREASE**

WHEREAS, the Fox Point Sewer Utility has been undertaking a tremendous amount of reconstruction projects in recent years, most of which have been supported through free cash flow of the utility; and

WHEREAS, additional reconstruction projects need to be undertaken in future years; and

WHEREAS, the Milwaukee Metropolitan Sewerage District raised charges to the Village by 11.16% in 2024; and

WHEREAS, the Village Board included a 10% sewer rate increase as part of its Fiscal Year 2024 Village Budget;

NOW THEREFORE BE IT RESOLVED, that the Fox Point Village Board increases sewer rates as reflected below, effective January 1, 2024:

Sewer Utility Charges		
Meter Size		Sewer
3/4"	\$	35.81
1"	\$	56.60
1 1/2"	\$	92.40
2"	\$	133.98
3"	\$	233.31
4"	\$	375.38
6"	\$	684.81

PASSED AND ADOPTED this 12th day of December, 2023.

Christine Symchych
Village President

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

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. 2023-____

**RESOLUTION TO APPROVE A
STORM WATER UTILITY RATE INCREASE**

WHEREAS, the Fox Point Storm Water Utility has been undertaking a tremendous amount of reconstruction projects in recent years; and

WHEREAS, additional reconstruction projects need to be undertaken in future years; and

WHEREAS, the Village Board, through its approval of the 2024 Village Budget, anticipated storm water utility rates increasing 6%;

NOW THEREFORE BE IT RESOLVED, that the Fox Point Village Board increases sewer rates by 6% beginning January 1, 2024, as reflected below:

STORMWATER UTILITY CHARGES:			
TIER 1	\$ 39.79	TIER 4	\$ 103.31
TIER 2	\$ 47.67	TIER 5	\$ 190.71
TIER 3	\$ 53.57	TIER 6	\$39.79/ERU

PASSED AND ADOPTED this 12th day of December, 2023.

Christine Symchych
Village President

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

Conditional Use Order

WHEREAS, an application has been filed by **Good Land Fitness, LLC dba CrossFit Good Land** (hereinafter "Applicant"); and

WHEREAS, the Applicant is requesting that a conditional use permit be granted pursuant to the Zoning Ordinance of the Village of Fox Point for land described as **8797 N Port Washington Road, Fox Point, Wisconsin**.

NOW, THEREFORE, the Village of Fox Point Village Board, upon consideration of thoughts expressed by all persons heard at the Village Board meeting in this matter, upon consideration of the recommendation from the Plan Commission, and following all necessary study and investigation, having given the matter due consideration, hereby ORDERS AS FOLLOWS: Commencing upon the date hereof, the Applicant is hereby granted a conditional use permit, subject to initial and continued compliance with each and every one of the following conditions, restrictions and limitations.

1. Use Restricted. **CrossFit Good Land operate a CrossFit gym providing fitness classes to the general public and related services, including the incidental sale of related merchandise. The hours of operation shall be limited to Monday through Friday from 5:00 a.m. until 9:30 a.m., Mondays, Wednesdays, and Thursday from 5:30 p.m. to 6:30 p.m., and Saturdays from 7:00 a.m. to 9:30 a.m. unless additional hours are approved in writing by the Village Manager.**
2. Presentation Compliance. All of the Applicant's plans, specifications, terms and representations as submitted with the application, or in support thereof, or as represented to the Village Board in the course of the approval process, are specifically incorporated herein and made a part hereof by reference, and the use of the subject property shall be in substantial conformance with the same except as further restricted or modified herein.
3. Not Transferable. This conditional use permit is granted to the Applicant and shall not be transferred or assigned without the Village Board's prior written consent, which may only be granted following the Village Board's receipt of a recommendation from the Plan Commission.
4. Applicant and Owner Agreement. As a condition precedent to the issuance of the conditional use permit, the owner of the Subject Property shall approve the issuance of this conditional use permit upon the terms and conditions described herein in writing, and the Applicant is required to accept the terms and conditions of the same in its entirety in writing.
5. Other Uses Prohibited. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to whether a use is permitted, the question shall be submitted to the Plan Commission for recommendation to the Village Board, and then to the Village Board for determination.
6. No Nuisances, and Compliance with Applicable Laws. No use is hereby authorized unless the use is conducted in a lawful, orderly and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the County of Milwaukee, the State of Wisconsin, the United States of America or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
7. Subject Property Only. This conditional use hereby authorized shall be confined to the Subject Property described, without extension or expansion other than as noted herein.
8. Abandonment. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the Applicant be delinquent in payment of any monies due and owing to the Village, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Village Board following receipt of a recommendation from the Plan Commission and after the Village Board holds a public hearing in the matter.

9. Amendments. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises (including but not limited to any change to the boundary limits of the Subject Property), structures, lands or owners, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.
10. Plan Amendments. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use order may be amended (a) without separate approval in the limited circumstances described in Section 14.19(11) of the Village Code; or (b) by the Village Board upon receipt of a recommendation from the Plan Commission if the Village Board finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Village Board, in its sole discretion, finds to be substantial shall require a new permit, and all procedures in place at the time must be followed.
11. Severability. Should any paragraph or phrase of this conditional use permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
12. Most Restrictive Applies. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
13. Prior Conditional Use Permits Terminated. Unless stated otherwise herein or in the documents incorporated herein, all conditional use permits previously granted for the Subject Property, if any, shall be automatically terminated without further action of the Village Board immediately following full satisfaction of all condition's precedent to this conditional use order taking effect.
14. Payment of fees. Applicant shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this conditional use order including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional use order due to a violation of these conditions.
15. Payment of Taxes and Charges. Any unpaid bills owed to the Village by the Subject Property Owner or his or her tenants, operators or occupants, for reimbursement of professional fees; or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional use order, that is subject to all remedies available to the Village, including possible cause for termination of the conditional use order.
16. Conditions Shown in Minutes Incorporated. All conditions of approval imposed by duly adopted motion of the Village Board in its consideration of the Applicant's application, as noted in the Minutes of the Village Board meeting at which approval was granted, are specifically incorporated herein by reference.
17. The Applicant is obligated to file with the Village Clerk a current mailing address and current phone number at which the Applicant can be reached, which must be continually updated by the Applicant if such contact information should change, for the duration of this conditional use. If the Applicant fails to maintain such current contact information the Applicant thereby automatically waives notice of any proceedings that may be commenced under this conditional approval, including proceedings to terminate this conditional use.

Let copies of this order be filed in the permanent records of the Village Board for the Village of Fox Point, and let copies be sent to the proper Village of Fox Point authorities and the Applicant and Owner.

Signed this _____ day of _____, 2023, *nunc pro tunc* the _____ day of _____, 2023.

BY THE FOX POINT VILLAGE BOARD:

Christine Symchych, Village President

Attest:

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

APPROVAL

I hereby approve the issuance of this Conditional Use Permit to the Applicant on the terms and conditions described herein.

Dated this _____ day of _____, 2023.

SUBJECT PROPERTY OWNER

By: _____
Authorized Signatory

Title: _____

ACCEPTANCE

I hereby accept the terms and conditions of this Conditional Use in its entirety.

Dated this _____ day of _____, 2023.

APPLICANT:

By: _____
Authorized Signatory

Title: _____

Conditional Use Order

WHEREAS, an application has been filed by **The Town Club** (hereinafter "Applicant"); and

WHEREAS, the Applicant is requesting that a conditional use permit be granted pursuant to the Zoning Ordinance of the Village of Fox Point for land described as **7950 N Santa Monica Blvd., Fox Point, Wisconsin**.

NOW, THEREFORE, the Village of Fox Point Village Board, upon consideration of thoughts expressed by all persons heard at the Village Board meeting in this matter, upon consideration of the recommendation from the Plan Commission, and following all necessary study and investigation, having given the matter due consideration, hereby ORDERS AS FOLLOWS: Commencing upon the date hereof, the Applicant is hereby granted a conditional use permit, subject to initial and continued compliance with each and every one of the following conditions, restrictions and limitations.

1. Use Restricted. **The Town Club will provide Pickle Ball and Tennis; matches between members, lessons with racket sports professionals, club leagues, and social mixers. Pickle Ball is contingent on the use of windscreens to dampen noise. The hours of operation shall be limited to 8:00 a.m. until dusk, Monday through Sunday, unless additional hours are approved in writing by the Village Manager.**
2. Presentation Compliance. All of the Applicant's plans, specifications, terms and representations as submitted with the application, or in support thereof, or as represented to the Village Board in the course of the approval process, are specifically incorporated herein and made a part hereof by reference, and the use of the subject property shall be in substantial conformance with the same except as further restricted or modified herein.
3. Not Transferable. This conditional use permit is granted to the Applicant and shall not be transferred or assigned without the Village Board's prior written consent, which may only be granted following the Village Board's receipt of a recommendation from the Plan Commission.
4. Applicant and Owner Agreement. As a condition precedent to the issuance of the conditional use permit, the owner of the Subject Property shall approve the issuance of this conditional use permit upon the terms and conditions described herein in writing, and the Applicant is required to accept the terms and conditions of the same in its entirety in writing.
5. Other Uses Prohibited. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to whether a use is permitted, the question shall be submitted to the Plan Commission for recommendation to the Village Board, and then to the Village Board for determination.
6. No Nuisances, and Compliance with Applicable Laws. No use is hereby authorized unless the use is conducted in a lawful, orderly and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the County of Milwaukee, the State of Wisconsin, the United States of America or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
7. Subject Property Only. This conditional use hereby authorized shall be confined to the Subject Property described, without extension or expansion other than as noted herein.
8. Abandonment. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the Applicant be delinquent in payment of any monies due and owing to the Village, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Village Board following receipt of a recommendation from the Plan Commission and after the Village Board holds a public hearing in the matter.

9. Amendments. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises (including but not limited to any change to the boundary limits of the Subject Property), structures, lands or owners, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.
10. Plan Amendments. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use order may be amended (a) without separate approval in the limited circumstances described in Section 14.19(11) of the Village Code; or (b) by the Village Board upon receipt of a recommendation from the Plan Commission if the Village Board finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Village Board, in its sole discretion, finds to be substantial shall require a new permit, and all procedures in place at the time must be followed.
11. Severability. Should any paragraph or phrase of this conditional use permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
12. Most Restrictive Applies. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
13. Prior Conditional Use Permits Terminated. Unless stated otherwise herein or in the documents incorporated herein, all conditional use permits previously granted for the Subject Property, if any, shall be automatically terminated without further action of the Village Board immediately following full satisfaction of all condition's precedent to this conditional use order taking effect.
14. Payment of fees. Applicant shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this conditional use order including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional use order due to a violation of these conditions.
15. Payment of Taxes and Charges. Any unpaid bills owed to the Village by the Subject Property Owner or his or her tenants, operators or occupants, for reimbursement of professional fees; or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional use order, that is subject to all remedies available to the Village, including possible cause for termination of the conditional use order.
16. Conditions Shown in Minutes Incorporated. All conditions of approval imposed by duly adopted motion of the Village Board in its consideration of the Applicant's application, as noted in the Minutes of the Village Board meeting at which approval was granted, are specifically incorporated herein by reference.
17. The Applicant is obligated to file with the Village Clerk a current mailing address and current phone number at which the Applicant can be reached, which must be continually updated by the Applicant if such contact information should change, for the duration of this conditional use. If the Applicant fails to maintain such current contact information the Applicant thereby automatically waives notice of any proceedings that may be commenced under this conditional approval, including proceedings to terminate this conditional use.

Let copies of this order be filed in the permanent records of the Village Board for the Village of Fox Point, and let copies be sent to the proper Village of Fox Point authorities and the Applicant and Owner.

Signed this _____ day of _____, 2023, *nunc pro tunc* the _____ day of _____, 2023.

BY THE FOX POINT VILLAGE BOARD:

Christine Symchych, Village President

Attest:

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

APPROVAL

I hereby approve the issuance of this Conditional Use Permit to the Applicant on the terms and conditions described herein.

Dated this _____ day of _____, 2023.

SUBJECT PROPERTY OWNER

By: _____
Authorized Signatory

Title: _____

ACCEPTANCE

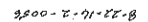
I hereby accept the terms and conditions of this Conditional Use in its entirety.

Dated this _____ day of _____, 2023.

APPLICANT:

By: _____
Authorized Signatory

Title: _____



CERTIFIED SURVEY MAP NO. _____

That part of the Northwest 1/4 of the Northwest 1/4 of Section 16, Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

I, DANIEL E. BEDNAR, a professional land surveyor, certify:

THAT I have surveyed, divided and mapped That part of the Northwest 1/4 of the Northwest 1/4 of Section 16, Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin, bounded and described as follows:

COMMENCING at the Northwest corner of the Northwest 1/4 of said Section 16, thence North 89°31'33" East along the North line of said 1/4 Section 966.14 feet to the point of beginning of the lands to be described; thence North 89°31'33" East continuing along said North line 275.50 feet to a point on the West line of the Chicago and Northwestern Railroad; thence South 00°25'27" East along said West line 1551.56 feet to a point; thence South 89°24'03" West 275.50 feet to a point on the centerline North Santa Monica Boulevard; thence North 00°25'27" West along said centerline 1552.16 feet to the North line of said 1/4 Section and point of beginning.

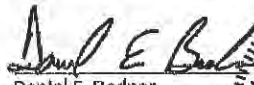
Said lands as described contains 427,536 square feet or 9.8149 acres.

THAT I have made the survey, land division and map by the direction of The Town Club, owner.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and the subdivision regulation of the Village of Fox Point in surveying, dividing and mapping the same.

Date: November 2, 2023


Daniel E. Bednar
Professional Land Surveyor S-2812



CERTIFIED SURVEY MAP NO. _____

That part of the Northwest 1/4 of the Northwest 1/4 of Section 16, Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

The Town Club, a Wisconsin Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the requirements of the Village of Fox Point Code of Ordinances.

In consideration of the approval of the map by the Village Council of the Village of Fox Point and in accordance with the Village of Fox Point Code, the undersigned agrees:

In Witness Where of, The Town Club, a Wisconsin Corporation, has caused these presents to be signed by _____, its _____ this _____ day of _____, 20____,
In the presence of:

STATE OF _____)
:SS
_____ COUNTY)

Personally came before me this _____ day of _____, 20____, the above named _____, to me known as the person who executed the foregoing instrument and acknowledged the same.

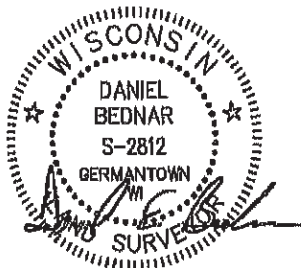
Notary Public
State of Wisconsin
My commission expires: _____
My commission is permanent.

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Fox Point on the _____ day of _____, 20____

CHRISTINE SYMCHYCH, PRESIDENT

CATIE ANDERSON, TRUSTEE

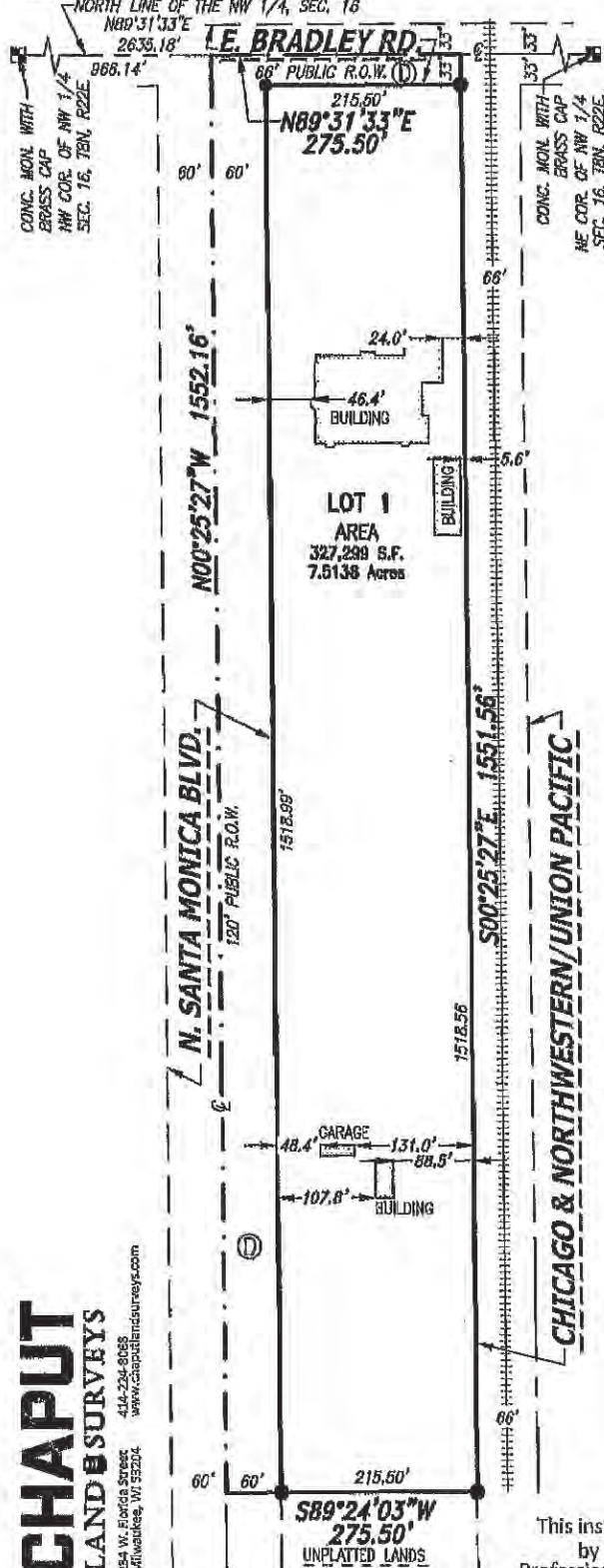


This instrument was drafted by Daniel E. Bednar
Professional Land Surveyor S-2812

Date: November 2, 2023
Survey No. 5247-lpm
Sheet 4 of 4 Sheets

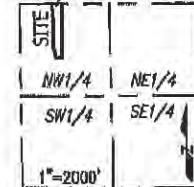
CERTIFIED SURVEY MAP NO. _____

That part of the Northwest 1/4 of the Northwest 1/4 of Section 16, Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin.



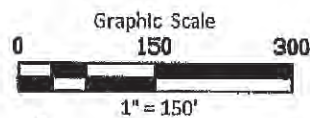
Owner : The Town Club
7950 N. Santa Monica Blvd.
Fox Point, WI 53217

VICINITY MAP



- Indicates found 1" iron pipe.
- Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.
- Ⓢ Dedicated to the public for roadway purposes

All bearings are referenced to the Wisconsin State Plane Coordinate System, South-zone (NAD83/2011) in which the North line of the NW 1/4, Sec. 16 bears N89°31'33"E.

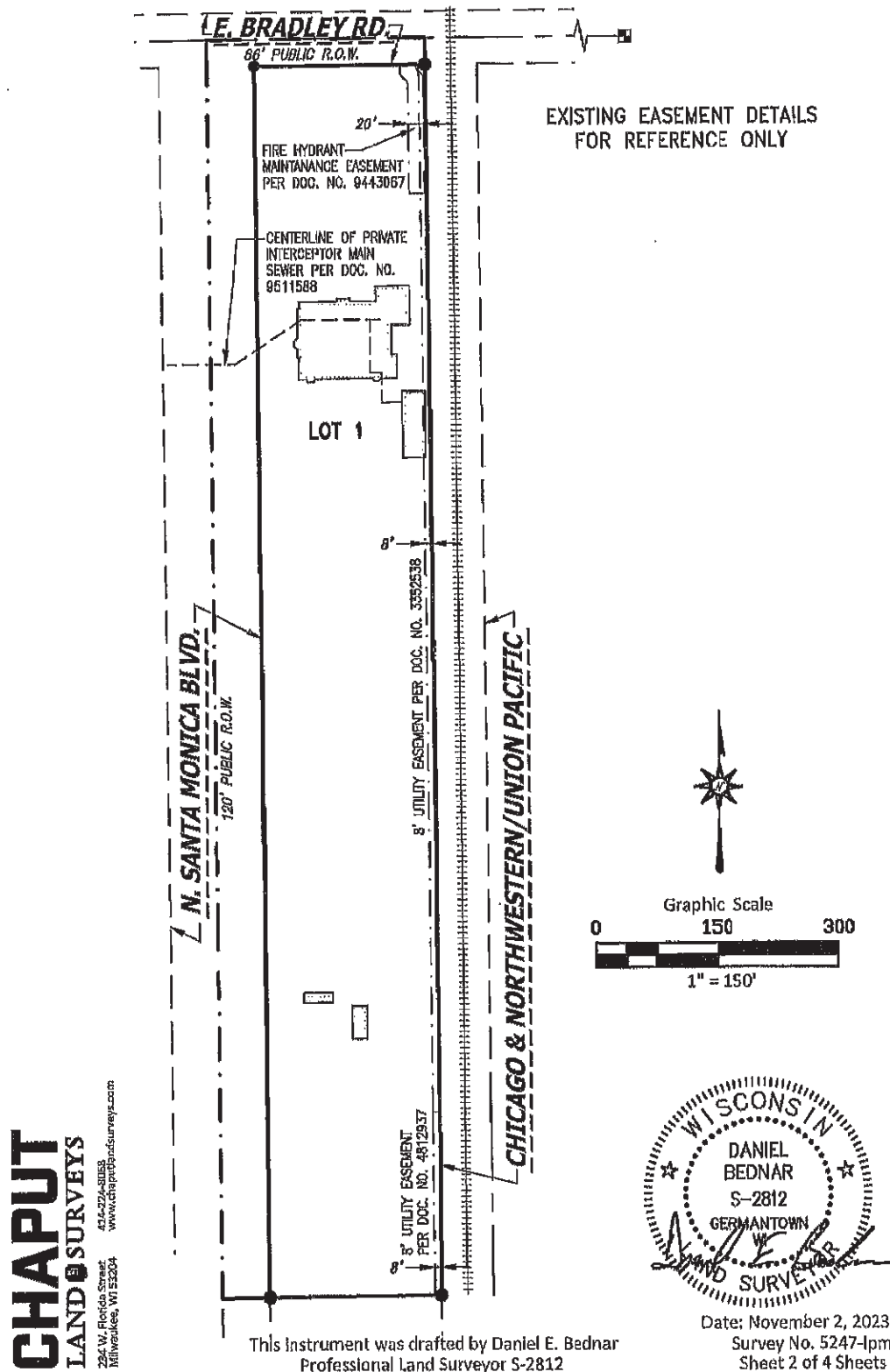


This instrument was drafted by Daniel E. Bednar Professional Land Surveyor S-2812 Date: November 2, 2023 Survey No. 5247-lpm Sheet 1 of 4 Sheets

CHAPUT
LAND SURVEYS
254 W. Florida Street
Milwaukee, WI 53204
414-234-8068
www.chaputlandsurveys.com

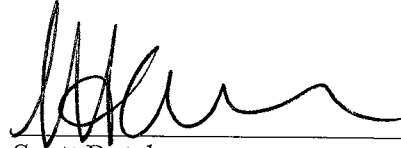
CERTIFIED SURVEY MAP NO. _____

That part of the Northwest 1/4 of the Northwest 1/4 of Section 16, Township 8 North, Range 22 East, in the Village of Fox Point, Milwaukee County, Wisconsin.



CHAPUT
LAND SURVEYS
434-272-5058
www.chaputlandsurveys.com
224 W. Florida Street
Milwaukee, WI 53204

This is to certify that the attached is true and correct list of bills due for a period from November 1-30, 2023, in the total amount of \$536,821.68. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.

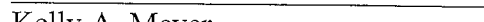
A handwritten signature in black ink, appearing to read 'S. Botcher', written over a horizontal line.

Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on December 12, 2023

A horizontal line representing a signature.

Christine Symchych
Village President

A horizontal line representing a signature.

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

VILLAGE OF FOX POINT

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	DECEMBER 2023	LIFE INSURANCE	11/09/2023	918.94	11/10/2023
Total 10-21520 GROUP LIFE:					918.94	
10-21521 SUPPLEMENTAL PLANS						
1227	AFLAC	736516	ACCT #G8B41	11/09/2023	760.44	11/10/2023
Total 10-21521 SUPPLEMENTAL PLANS:					760.44	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	NOVEMBER 2023	POLICE DUES	11/09/2023	495.00	11/10/2023
Total 10-21525 UNION DUES:					495.00	
10-21530 DEFERRED COMPENSATION						
77	MissionSquare - 303753	PR1109231	Deferred Comp ICMA-PRETAX	11/08/2023	1,210.14	11/10/2023
77	MissionSquare - 303753	PR1123231	Deferred Comp ICMA-PRETAX	11/21/2023	1,210.14	11/22/2023
375	NORTH SHORE BANK, FSB	PR1109232	Deferred Comp NORTH SHORE	11/08/2023	2,230.00	11/10/2023
375	NORTH SHORE BANK, FSB	PR1123232	Deferred Comp NORTH SHORE	11/21/2023	2,230.00	11/22/2023
814	GREAT-WEST TRUST COMPAN	PR1109231	Deferred Comp WI DEFER - PRE	11/08/2023	3,187.60	11/10/2023
814	GREAT-WEST TRUST COMPAN	PR1109231	Deferred Comp WI DEFER - RO	11/08/2023	1,215.00	11/10/2023
814	GREAT-WEST TRUST COMPAN	PR1123231	Deferred Comp WI DEFER - PRE	11/21/2023	4,187.60	11/22/2023
814	GREAT-WEST TRUST COMPAN	PR1123231	Deferred Comp WI DEFER - RO	11/21/2023	1,215.00	11/22/2023
Total 10-21530 DEFERRED COMPENSATION:					16,685.48	
10-21540 GARNISHMENT						
797	WI SCTF	11/10/2023	REMIT 217318 CASE PIN 217318	11/09/2023	149.60	11/10/2023
797	WI SCTF	11/24/2023	REMIT 217318 CASE PIN 217318	11/21/2023	149.60	11/22/2023
Total 10-21540 GARNISHMENT:					299.20	
10-45100 FINES/FORFEITURES						
5595	BEST BUY	23-003125	RESTITUTION	11/06/2023	149.99	11/10/2023
Total 10-45100 FINES/FORFEITURES:					149.99	
10-51100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	10/27/2023	ZOOM	11/21/2023	40.00	11/22/2023
Total 10-51100-310 SUPPLIES/EXPENSES:					40.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	OCTOBER 2023	DRIVER SUR/JAIL FEE	11/02/2023	927.60	11/03/2023
552	WISCONSIN, STATE OF - COUR	OCTOBER 2023	OCTOBER	11/02/2023	2,422.40	11/03/2023
Total 10-51200-395 COUNTY COURT FEES:					3,350.00	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	10846	VILLAGE ATTORNEY	11/21/2023	6,586.00	11/22/2023
Total 10-51300-218 VILLAGE ATTORNEY:					6,586.00	
10-51420-322 TRAINING						
57	JPMORGAN CHASE BANK NA	10/27/2023	CLERK	11/21/2023	179.00	11/22/2023

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-51420-322 TRAINING:					179.00	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	171077	MONTHLY/REVALUATION	11/02/2023	2,797.88	11/03/2023
Total 10-51530-210 CONTRACT SERVICES:					2,797.88	
10-51600-210 CONTRACT SERVICES						
265	GREATAMERICAN FINANCIAL S	35302363	MONTHLY	11/21/2023	232.00	11/22/2023
405	PITNEY BOWES INC.	3318306863	QUARTERLY FEES	11/21/2023	480.57	11/22/2023
477	TAYLOR COMPUTER SERVICES	25513	MANAGED SERVICES	11/21/2023	846.75	11/22/2023
789	DO IT NOW CLEANING LLC	683	MONTHLY CLEANING	10/31/2023	1,583.37	11/03/2023
Total 10-51600-210 CONTRACT SERVICES:					3,142.69	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	11/01/2023	0702787382-00009	11/07/2023	20.17	11/10/2023
Total 10-51600-221 ELECTRIC UTILITIES:					20.17	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	664263261	ACCOUNT #87619173	11/15/2023	.33	11/17/2023
5312	AT & T- VILLAGE	10/22/2023	414 351-8909-758 7	10/31/2023	63.50	11/03/2023
Total 10-51600-222 TELEPHONE UTILITIES:					63.83	
10-51600-234 VILLAGE HALL MAINTENANCE						
360	NASSCO INC.	6354586	PAPER PRODUCTS	11/06/2023	142.12	11/10/2023
892	SPECTRUM	11/7/23	8348 10 012 0042231 VLG	11/17/2023	12.05	11/22/2023
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					154.17	
10-51600-310 SUPPLIES/MISC EXPENSES						
57	JPMORGAN CHASE BANK NA	10/27/2023	VILLAGE	11/21/2023	15.04	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	VILLAGE	11/21/2023	21.72	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	VILLAGE	11/21/2023	17.99	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	VILLAGE	11/21/2023	31.43	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	VILLAGE	11/21/2023	199.99	11/22/2023
1230	ODP BUSINESS SOLUTIONS LL	339142273001	37360205-VLG	11/21/2023	11.91	11/22/2023
1766	CONFLUENCE GRAPHICS	80049	ENVELOPES	11/09/2023	503.21	11/10/2023
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					801.29	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	46	HEALTH INSURANCE REIMBUR	11/01/2023	790.63	11/03/2023
435	RIES, DANIEL	62	HEALTH	11/01/2023	2,716.16	11/03/2023
446	SCHELLING JUDITH	25	REIMBURSEMENT	11/01/2023	275.86	11/03/2023
520	WICHMAN, MICHELLE	7	MONTHLY	11/01/2023	375.00	11/03/2023
638	KRIEFALL, DONALD A	90	HEALTH INSURANCE REIMBUR	11/01/2023	825.89	11/03/2023
2194	OBREMSKI, DANIEL	11	SUPPLEMENTAL PAY	11/01/2023	375.00	11/03/2023
Total 10-51700-511 GROUP HEALTH - RETIREES:					5,358.54	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
218	MILWAUKEE COUNTY EMS	19772	IGA RAIDO FEE	11/15/2023	7,267.68	11/17/2023

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					7,267.68	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	070433001110123	070433001	11/07/2023	777.17	11/10/2023
892	SPECTRUM	11/03/2023	8348 10 012 0041845 POLICE	11/09/2023	24.11	11/10/2023
2691	CENTURYLINK-BUSINESS SVC.	664263261	ACCOUNT #87619173	11/15/2023	.32	11/17/2023
5312	AT & T- VILLAGE	10/22/2023	414 351-8909-758 7	10/31/2023	39.69	11/03/2023
Total 10-52100-222 TELEPHONE UTILITIES:					841.29	
10-52100-232 VEHICLE MAINTENANCE						
57	JPMORGAN CHASE BANK NA	10/27/2023	POLICE	11/21/2023	16.57	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	POLICE	11/21/2023	199.00	11/22/2023
631	FACTORY MOTOR PARTS	160-188626	WASH PD	11/03/2023	26.88	11/10/2023
102081	GOODYEAR AUTO SERVICE CE	53445	TIRES	11/02/2023	584.00	11/03/2023
Total 10-52100-232 VEHICLE MAINTENANCE:					826.45	
10-52100-233 EQUIPMENT MAINTENANCE						
57	JPMORGAN CHASE BANK NA	10/27/2023	POLICE	11/21/2023	58.03	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	POLICE	11/21/2023	45.96	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	POLICE	11/21/2023	18.99	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	POLICE	11/21/2023	116.50	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	POLICE	11/21/2023	66.49	11/22/2023
473	STREICHER'S	1664848	TARGETS	11/15/2023	49.99	11/17/2023
5839	LEXISNEXIS	1246411-20231031	MONTHLY FEE	11/08/2023	30.00	11/10/2023
5892	FLAG CENTER	113655	FLAGS	11/20/2023	74.00	11/22/2023
Total 10-52100-233 EQUIPMENT MAINTENANCE:					459.96	
10-52100-234 BUILDING MAINTENANCE						
503	VILLAGE HARDWARE - DPS	233752	NUTS BOLTS	11/02/2023	.14	11/03/2023
1762	SOS ELECTRONICS	23-11012	REPAIR	11/15/2023	239.50	11/17/2023
Total 10-52100-234 BUILDING MAINTENANCE:					239.64	
10-52100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	10/27/2023	POLICE	11/21/2023	16.10	11/22/2023
Total 10-52100-310 SUPPLIES/EXPENSES:					16.10	
10-52100-330 CLOTHING ALLOWANCE						
57	JPMORGAN CHASE BANK NA	10/27/2023	POLICE	11/21/2023	190.30	11/22/2023
473	STREICHER'S	1662621	ADAMAITIS	11/15/2023	239.98	11/17/2023
473	STREICHER'S	1663385	BROUWER	11/15/2023	308.93	11/27/2023
473	STREICHER'S	1664212	WIESMUELLER	11/15/2023	188.99	11/17/2023
473	STREICHER'S	1664850	ADAMAITIS	11/15/2023	64.03	11/17/2023
473	STREICHER'S	1664852	BROUWER	11/15/2023	145.97	11/17/2023
473	STREICHER'S	1665740	HUBER	11/20/2023	250.00	11/22/2023
473	STREICHER'S	1665742	HUBER	11/20/2023	16.16	11/22/2023
5325	WILL ENTERPRISES	364381	SHIRTS	11/02/2023	368.00	11/03/2023
Total 10-52100-330 CLOTHING ALLOWANCE:					1,772.36	
10-52100-334 JANITORIAL SUPPLIES						
57	JPMORGAN CHASE BANK NA	10/27/2023	POLICE	11/21/2023	47.49	11/22/2023
393	PACKERLAND RENT-A-MAT INC.	3054429	POLICE 10586-10586	11/02/2023	195.29	11/03/2023

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
1585	QUILL CORPORTATION	35186849	SUPPLIES	11/02/2023	186.96	11/03/2023
Total 10-52100-334 JANITORIAL SUPPLIES:					429.74	
10-52100-335 SCHOOL EXPENSES						
57	JPMORGAN CHASE BANK NA	10/27/2023	POLICE	11/21/2023	125.00	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	POLICE	11/21/2023	2.50	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	POLICE	11/21/2023	25.50	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	KALAHARI	11/21/2023	99.00	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	KALAHARI	11/21/2023	99.00	11/22/2023
2413	LEXIPOL	INVPR120256	LMRS	11/02/2023	1,384.53	11/03/2023
5626	KALAHARI RESORT & CONVEN	G4135P1X	MORELLI LODGING	11/07/2023	198.00	11/10/2023
Total 10-52100-335 SCHOOL EXPENSES:					1,933.53	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	148914 REV	ANNUAL	11/17/2023	330.00	11/22/2023
Total 10-53100-233 GIS MAINTENANCE:					330.00	
10-53100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	10/27/2023	ENGINEER	11/21/2023	89.61	11/22/2023
297	MAJESTIC ENGRAVING CORP.	62973	LOCKER TAGS	11/07/2023	37.50	11/10/2023
Total 10-53100-310 SUPPLIES/EXPENSES:					127.11	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	11/01/2023	0702787382-00001	11/07/2023	182.27	11/10/2023
536	WE-ENERGIES	11/06/2023	0702787382-00013	11/09/2023	17.82	11/10/2023
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					200.09	
10-53300-485 BRIDGE MATERIALS						
57	JPMORGAN CHASE BANK NA	10/27/2023	STATE CHEMIC	11/21/2023	228.41	11/22/2023
Total 10-53300-485 BRIDGE MATERIALS:					228.41	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	11/06/2023	0702787382-00005	11/09/2023	15.75	11/10/2023
536	WE-ENERGIES	11/06/2023	0702787382-00016	11/09/2023	15.75	11/10/2023
536	WE-ENERGIES	11/13/2023	0702787382-00003	11/17/2023	17.64	11/22/2023
Total 10-53400-221 BUS STOP-ELECTRIC:					49.14	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000920-1996-7	MSW	11/07/2023	7,417.30	11/10/2023
Total 10-53630-370 LANDFILL FEES:					7,417.30	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0068504-2286-3	YARDWASTE	11/07/2023	977.89	11/10/2023
Total 10-53642-400 MATERIALS:					977.89	
10-53700-300 MISCELLANEOUS EXPENSE						
2241	ITU ABSORB TECH, INC	8224593	SHOP	11/03/2023	11.90	11/10/2023
3292	OSI ENVIROMENTAL INC.	7024541	SOLVANT	11/13/2023	198.00	11/17/2023

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-53700-300 MISCELLANEOUS EXPENSE:					209.90	
10-53700-341 REPAIR PARTS						
57	JPMORGAN CHASE BANK NA	10/27/2023	SHOP	11/21/2023	15.99	11/22/2023
547	ROLAND MACHINERY	40122043	LUBE SPIN	11/03/2023	161.81	11/10/2023
585	LFGEORGE INC.	IC91258	MISC	11/03/2023	681.82	11/10/2023
585	LFGEORGE INC.	IC91258A	MISC	11/03/2023	158.57	11/10/2023
585	LFGEORGE INC.	IC91454	MISC	11/03/2023	116.65	11/10/2023
1042	EJ EQUIPMENT INC	P10753	DOOR ASSY	11/03/2023	1,923.93	11/10/2023
1178	R.N.O.W., INC	2023-67794	HOSE	11/03/2023	192.98	11/10/2023
1179	MILWAUKEE RUBBER PRODUC	0114104-IN	BELTING	11/03/2023	719.10	11/10/2023
3206	BRILLIANT DPI, INC	38285	LETTERING	11/03/2023	16.00	11/10/2023
3206	BRILLIANT DPI, INC	38305	LETTERING	11/03/2023	37.00	11/10/2023
4554	TERMINAL SUPPLY CO.	81873-00	MISC	11/13/2023	70.29	11/17/2023
Total 10-53700-341 REPAIR PARTS:					4,094.14	
10-53700-342 TIRES						
413	POMP'S TIRE SERVICE, INC.	60322709	DISMOUNTS/MOUNTS	11/13/2023	312.72	11/17/2023
Total 10-53700-342 TIRES:					312.72	
10-53700-343 FUEL						
631	FACTORY MOTOR PARTS	160-188625	DEF	11/03/2023	79.56	11/10/2023
2179	EDWARD H. WOLF & SON'S INC	611669	FUEL	10/27/2023	2,027.52	11/01/2023
2179	EDWARD H. WOLF & SON'S INC	611681	FUEL	10/27/2023	2,155.31	11/01/2023
2179	EDWARD H. WOLF & SON'S INC	619548	FUEL	11/03/2023	826.77	11/06/2023
2179	EDWARD H. WOLF & SON'S INC	619554	FUEL	11/03/2023	1,486.42	11/06/2023
2179	EDWARD H. WOLF & SON'S INC	626473	FUEL	11/10/2023	892.93	11/15/2023
2179	EDWARD H. WOLF & SON'S INC	626479	FUEL	11/10/2023	1,331.46	11/15/2023
2179	EDWARD H. WOLF & SON'S INC	633231	FUEL	11/20/2023	665.30	11/22/2023
2179	EDWARD H. WOLF & SON'S INC	633243	FUEL	11/20/2023	1,583.67	11/22/2023
Total 10-53700-343 FUEL:					11,048.94	
10-53700-344 OIL						
1636	PLYMOUTH LUBRICANTS	6199229	OIL	11/13/2023	2,497.06	11/17/2023
Total 10-53700-344 OIL:					2,497.06	
10-53700-346 MISC DPW SHOP TOOLS						
281	LINCOLN CONTRACTORS SUP	I75765	SMALL TOOLS	11/13/2023	80.98	11/17/2023
Total 10-53700-346 MISC DPW SHOP TOOLS:					80.98	
10-53800-222 TELEPHONE UTILITIES						
5312	AT & T- VILLAGE	10/22/2023	414 351-8909-758 7	10/31/2023	55.57	11/03/2023
Total 10-53800-222 TELEPHONE UTILITIES:					55.57	
10-53800-224 CELL PHONES						
57	JPMORGAN CHASE BANK NA	10/27/2023	APPLE	11/21/2023	.99	11/22/2023
2136	VERIZON WIRELESS	9948242432	787066169-00001	11/16/2023	27.62	11/17/2023
Total 10-53800-224 CELL PHONES:					28.61	

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10-53800-234 BUILDING MAINTENANCE						
57	JPMORGAN CHASE BANK NA	10/27/2023	DPW	11/21/2023	49.98	11/22/2023
Total 10-53800-234 BUILDING MAINTENANCE:					49.98	
10-53800-300 MISCELLANEOUS EXPENSE						
57	JPMORGAN CHASE BANK NA	10/27/2023	DPW	11/21/2023	23.97	11/22/2023
1074	MATHESON TRI-GAS, INC	52251294	ACETYLENE	11/03/2023	50.87	11/10/2023
2241	ITU ABSORB TECH, INC	8224595	DPW	11/03/2023	27.73	11/10/2023
Total 10-53800-300 MISCELLANEOUS EXPENSE:					102.57	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	10.04.2023	LX CLUB FEES	11/07/2023	200.00	11/10/2023
890	FOX POINT BAYSIDE LX CLUB	11.01.2023	LX CLUB FEES	11/07/2023	200.00	11/10/2023
890	FOX POINT BAYSIDE LX CLUB	354	ROOM RENTAL	11/07/2023	299.00	11/10/2023
Total 10-55400-430 LX CLUB MATERIALS:					699.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	11/06/2023	0702787382-00011	11/09/2023	149.67	11/10/2023
Total 10-55440-220 GAS UTILITIES:					149.67	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	11/06/2023	0702787382-00010	11/09/2023	154.07	11/10/2023
Total 10-55440-221 ELECTRIC UTILITIES:					154.07	
10-55440-450 SKATE RINK MATERIALS						
360	NASSCO INC.	6354586	PAPER PRODUCTS	11/06/2023	142.12	11/10/2023
Total 10-55440-450 SKATE RINK MATERIALS:					142.12	
10-56100-465 TREE MAINTENANCE						
585	LFGEORGE INC.	LC18927	RENTAL	11/03/2023	1,700.00	11/10/2023
1465	GRAND ARBOR SUPPLY	74603	SAW BAR	11/01/2023	48.03	11/03/2023
5933	WACHTEL TREE SCIENCE & SE	126839	FERTILIZATION	11/10/2023	132.00	11/17/2023
Total 10-56100-465 TREE MAINTENANCE:					1,880.03	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	148914 REV	ANNUAL	11/17/2023	508.50	11/22/2023
Total 21-53100-233 GIS MAINTENANCE:					508.50	
21-71000-400 MATERIALS						
57	JPMORGAN CHASE BANK NA	10/27/2023	STATE CHEMIC	11/21/2023	228.41	11/22/2023
Total 21-71000-400 MATERIALS:					228.41	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	11/06/2023	0702787382-00007	11/09/2023	29.10	11/10/2023
Total 21-72000-221 ELECTRIC UTILITIES:					29.10	
21-73000-400 MATERIALS						
57	JPMORGAN CHASE BANK NA	10/27/2023	WATER DEPT	11/21/2023	65.29	11/22/2023

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2136	VERIZON WIRELESS	9948242432	787066169-00001	11/16/2023	27.61	11/17/2023
Total 21-73000-400 MATERIALS:					92.90	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
256	KAPUR & ASSOCIATES, INC.	121987	SANITARY	11/10/2023	3,570.00	11/17/2023
256	KAPUR & ASSOCIATES, INC.	121991	SANITARY	11/10/2023	2,975.00	11/17/2023
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					6,545.00	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	11/06/2023	0702787382-00012	11/09/2023	4.04	11/10/2023
Total 23-55420-220 GAS UTILITIES:					4.04	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	11/06/2023	0702787382-00012	11/09/2023	5.12	11/10/2023
Total 23-55420-221 ELECTRIC UTILITIES:					5.12	
24-44420 OCCUPANCY PERMIT						
1597	THE WINDOW STORE INC.	3.118119	7343 N NAVAJO	11/17/2023	100.00	11/22/2023
Total 24-44420 OCCUPANCY PERMIT:					100.00	
24-44460 BUILDING PERMIT						
1596	DESIGN GROUP THREE	1.059666	REFUND 9029 N LAKE	11/17/2023	470.00	11/22/2023
Total 24-44460 BUILDING PERMIT:					470.00	
24-52400-210 CONTRACT SERVICES						
2647	KWK ELECTRIC INC	31753	INSPECTION	10/26/2023	280.00	11/03/2023
Total 24-52400-210 CONTRACT SERVICES:					280.00	
24-52400-224 CELL PHONES						
2136	VERIZON WIRELESS	9948242432	787066169-00001	11/16/2023	10.00	11/17/2023
Total 24-52400-224 CELL PHONES:					10.00	
24-52400-310 SUPPLIES/EXPENSES						
1766	CONFLUENCE GRAPHICS	80009	BUILDING PERMITS	11/06/2023	96.10	11/10/2023
Total 24-52400-310 SUPPLIES/EXPENSES:					96.10	
25-53420-400 MATERIALS						
502	VILLAGE HARDWARE - VH	234235/1	SEALNT	11/15/2023	22.45	11/17/2023
Total 25-53420-400 MATERIALS:					22.45	
25-53640-400 MATERIALS						
2966	HUMPHREY SERVICE PARTS, I	01P122071	RAKES	11/15/2023	264.96	11/17/2023
Total 25-53640-400 MATERIALS:					264.96	
25-53660-400 MATERIALS						
2966	HUMPHREY SERVICE PARTS, I	01P122071	RAKES	11/15/2023	264.96	11/17/2023

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Total 25-53660-400 MATERIALS:					264.96	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9948242432	787066169-00001	11/16/2023	27.62	11/17/2023
Total 25-53800-210 CONTRACT SERVICES:					27.62	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	148914 REV	ANNUAL	11/17/2023	328.50	11/22/2023
Total 25-53800-233 GIS MAINTENANCE:					328.50	
25-91500-800 WPDES COMPLIANCE PROGRAM						
221	PROPET DISTRIBUTORS INC.	144044	DOG BAGS	11/01/2023	124.60	11/03/2023
327	MENARD'S - MILWAUKEE	77029	CONCRETE	11/16/2023	330.12	11/22/2023
787	PROFESSIONAL GROUNDS MG	63907	DUMP MOWING	11/06/2023	200.00	11/10/2023
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					654.72	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
39	RUEKERT MIELKE, INC.	148915	GENERAL SVCS	11/14/2023	3,563.50	11/17/2023
256	KAPUR & ASSOCIATES, INC.	121995	JETTIES IMPROV	11/10/2023	6,961.43	11/17/2023
256	KAPUR & ASSOCIATES, INC.	122003	STORMWATER IMPROV	11/10/2023	1,800.00	11/17/2023
Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					12,324.93	
40-91200-829 FACILITIES MAINTENANCE						
1595	1000BULBS.COM	W03822129	FIXTURE	11/08/2023	556.14	11/10/2023
Total 40-91200-829 FACILITIES MAINTENANCE:					556.14	
40-91400-806 PICKUP TRUCK - W/PLOW						
3206	BRILLIANT DPI, INC	38285	LETTERING	11/03/2023	520.00	11/10/2023
Total 40-91400-806 PICKUP TRUCK - W/PLOW:					520.00	
40-91500-801 STREET RESURFACING						
535	MUNICIPAL LAW & LITIGATION	10846	VILLAGE ATTORNEY	11/21/2023	1,155.00	11/22/2023
1073	WI DEPT. OF TRANSPORTATIO	395-0000328341	DESIGN	11/14/2023	4,412.55	11/17/2023
2016	BAXTER & WOODMAN INC.	0252004	ROAD AND UTILITY	11/14/2023	5,098.48	11/17/2023
Total 40-91500-801 STREET RESURFACING:					10,666.03	
40-91500-825 PROJECT MANAGEMENT						
256	KAPUR & ASSOCIATES, INC.	120331	GENERAL PROF	11/10/2023	3,334.00	11/17/2023
256	KAPUR & ASSOCIATES, INC.	121989	GENERAL PROF	11/10/2023	1,765.00	11/17/2023
2016	BAXTER & WOODMAN INC.	0252005	RETAINING WALL	11/14/2023	2,566.25	11/17/2023
Total 40-91500-825 PROJECT MANAGEMENT:					7,665.25	
40-91600-800 STORMWATER ROAD PROJECT						
256	KAPUR & ASSOCIATES, INC.	121975	STORMWATER IMPROV	11/10/2023	1,350.00	11/17/2023
256	KAPUR & ASSOCIATES, INC.	122000	RETAINING WALL	11/10/2023	3,320.32	11/17/2023
256	KAPUR & ASSOCIATES, INC.	122002	STORM SEWER	11/10/2023	1,327.40	11/17/2023
2016	BAXTER & WOODMAN INC.	0252004	ROAD AND UTILITY	11/14/2023	5,098.48	11/17/2023

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Total 40-91600-800 STORMWATER ROAD PROJECT:					11,096.20	
40-91600-833 TREE REPLACEMENT						
5933	WACHTEL TREE SCIENCE & SE	127027	EAB	11/10/2023	810.00	11/17/2023
Total 40-91600-833 TREE REPLACEMENT:					810.00	
40-91600-834 REPAIR TENNIS COURTS						
357	MUNSON INC.	0088638	TENNIS COURTS	11/14/2023	90,743.00	11/17/2023
Total 40-91600-834 REPAIR TENNIS COURTS:					90,743.00	
40-91600-849 BEACH DRIVE-SHORELINE EROSION						
535	MUNICIPAL LAW & LITIGATION	10846	VILLAGE ATTORNEY	11/21/2023	498.00	11/22/2023
2251	MICHEL'S CORP	pay app #8	BEACH DR SHORELIN	11/15/2023	257,333.58	11/17/2023
Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION:					257,831.58	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	91	MONTHLY	11/01/2023	26,588.43	11/03/2023
Total 50-81000-601 SOURCE OF WATER SUPPLY:					26,588.43	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	1041	MONTHLY MANAGEMENT FEE	11/06/2023	6,300.00	11/10/2023
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					6,300.00	
50-81000-641 OPERATIONS SUPPLY AND EXPENSE						
57	JPMORGAN CHASE BANK NA	10/27/2023	WATER DEPT	11/21/2023	85.55	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	WATER DEPT	11/21/2023	14.54	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	WATER DEPT	11/21/2023	13.04	11/22/2023
Total 50-81000-641 OPERATIONS SUPPLY AND EXPENSE:					113.13	
50-81000-651 MAINTENANCE OF MAINS						
2241	ITU ABSORB TECH, INC	8224594	WATER DEPT	11/03/2023	8.60	11/10/2023
5506	HANKE TERMINALS	163096A	STONE	11/10/2023	497.12	11/17/2023
Total 50-81000-651 MAINTENANCE OF MAINS:					505.72	
50-81000-654 MAINTENANCE OF HYDRANTS						
1774	ASSURED FLOW SALES	16451	LUBRICANT	05/25/2023	353.34	11/10/2023
Total 50-81000-654 MAINTENANCE OF HYDRANTS:					353.34	
50-81000-800 CAPITAL OUTLAY						
256	KAPUR & ASSOCIATES, INC.	121985	WATERMAIN	11/10/2023	8,100.00	11/17/2023
535	MUNICIPAL LAW & LITIGATION	10846	VILLAGE ATTORNEY	11/21/2023	530.00	11/22/2023
2016	BAXTER & WOODMAN INC.	0252004	ROAD AND UTILITY	11/14/2023	5,098.48	11/17/2023
Total 50-81000-800 CAPITAL OUTLAY:					13,728.48	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	11/8/23 SCADA	SCADA	11/09/2023	554.13	11/10/2023
378	NORTH SHORE WATER COMMI	11/8/23 SECURITY	SECURITY SYSTEM	11/09/2023	7.20	11/10/2023
378	NORTH SHORE WATER COMMI	11/8/23 VALVE	VALVE ACTUATOR	11/09/2023	7.19	11/10/2023

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Total 50-81000-844 NSWC CAPITAL PROJECTS:					568.52	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
57	JPMORGAN CHASE BANK NA	10/27/2023	WATER DEPT	11/21/2023	65.28	11/22/2023
57	JPMORGAN CHASE BANK NA	10/27/2023	APPLE	11/21/2023	.99	11/22/2023
2136	VERIZON WIRELESS	9948242432	787066169-00001	11/16/2023	27.61	11/17/2023
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					93.88	
Grand Totals:					536,821.68	

Date Approved: _____

Village Manager: _____

Village Board: _____

