

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

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

**TUESDAY
JANUARY 9, 2024
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/86479032965>

Meeting ID: 864 7903 2965

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. Land Combination and Certified Survey Map regarding 6990 N Barnett Lane, Fox Point concerning a combination of lots at 6990 N Barnett Lane, tax key #129-0035-000

- b. Pool Committee Report**

1. Written Report in packet.
- [Page 1]

4. Public Hearings

a. 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 December 12, 2023 Village Board and Public Hearing meeting.
[Pages 2-7]
- b.** Accept the quotes from multiple vendors in an amount not to exceed \$22,497.75 for the spring tree order purchase and authorize the Village Manager to execute the necessary purchase orders per the Village Forester's memorandum dated January 4, 2024.
[Page 8]
- c.** Accept the proposals of Wachtel Tree Science in the amount of \$45,000 for performing a 5-year Village street tree re-inventory and in the amount of \$3,250 for staff training and public engagement and authorize the Village President and Village Clerk/Treasurer to sign the contracts per the Director of Public Works' memorandum dated January 4, 2024.
[Pages 9-25]
- d.** Adopt Resolution to designate International Migratory Bird Day to be on May 18, 2024 in the Village of Fox Point.
[Page 26]
- e.** Approve pipeline crossing agreement with Union Pacific Railroad and authorize the Director of Public Works to sign the agreement per the Director of Public Works memorandum dated January 4, 2024.
[Page 27-28]
- f.** Approve payment of the bills in the amount of \$1,012,593.07 for the period December 1, 2023 through December 31, 2023 per the report submitted by the Village Manager.
[Pages 29-41]

6. Unfinished Business

a. Approve Waste Management Contract.

The Village Board will receive a report from the Village Attorney and Village Director of Public Works and will consider and may act on the proposed contract for waste, yard waste and recycling disposal services.

[Pages 42-56]

7. New Business

a. Resolution of Commendation for Retiring Village Clerk-Treasurer Kelly Meyer

Consideration of a Resolution of Commendation for Retiring Village Clerk-Treasurer Kelly Meyer honoring her nearly 10-year employment with the Village.

[Pages 57-58]

b. Appointment of Village Clerk-Treasurer

The Village Board will consider and may act to confirm the Village President's appointment of Sara A. Bruckman to the office of Village Clerk/Treasurer.

[Pages 59-60]

c. Four-Way Stop Sign at the Intersection of Calumet Road and Santa Monica Blvd.

At the request of Trustees Stoltz and Aelion, Discussion and possible action on adding a four-way stop sign at the intersection of Calumet Rd. and Santa Monica Blvd.

d. 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 consider and may act on the Conditional Use Permit per F-Institutional District requirements for The Town Club, d/b/a, The Town Club, 7950 N Santa Monica Blvd.
[Pages 51-67]

8. Future Agenda Items

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

9. Closed Session

It is anticipated the Village Board will convene into closed session for the following reason(s):

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

10. Reconvene into Open Session

The Village Board will reconvene into open session and may take action on the above-described matter which was considered in closed session.

11. 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. Village Clerk Treasurer

12. Adjournment

NEXT REGULAR VILLAGE BOARD MEETING:

February 13, 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."

January 3, 2024

To: Fox Point Village Board

From: Martin Tirado; Chair, Municipal Pool Citizens Committee

Monthly Report, Municipal Pool Citizens Committee
January 2024

The Municipal Pool Citizens Committee did not meet in December. In the meantime, the Village has collected requests from individuals interested in forming a Friends of the Fox Point Pool organization. A total of 9 applications were received by the deadline of December 22, 2023.

Our next meeting is currently being scheduled for January with a specific date and time to be determined. We plan to discuss how we can assist with the formation of the citizens fundraising group (Friends of the Fox Point Pool).

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
DECEMBER 12, 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, December 12, 2023 in Schwemer Hall, 7200 N. Santa Monica Boulevard. President Symchych called the meeting to order at 7:00 p.m. and asked the Village Clerk Treasurer to take roll call. Roll call of the Village Board present included:

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

Also, present were Village Attorney Eric Larson, Village Manager Scott Botcher, Public Works Director Scott Brandmeier, 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

Jason Anderson, 7350 N Iroquois Rd

Mr. Anderson inquired if the Longacre Pavilion roof work had been completed.

Hearing no other comments, President Symchych closed public comment.

COMMITTEE REPORTS

a. PLAN COMMISSION

The Village Board received a report from Trustee Fonstad, acting chair in the absence of Commissioner Symchych, with a total of four members attending. The newest Commissioner, Ted Durant was welcomed. The Plan Commissions' review and recommendation at the December 4, 2023 meeting, included the following:

1. The Conditional Use Permit for Good Land Fitness, LLC d/b/a, CrossFit Good Land, 8797 N. Port Washington Road. The applicant was present and answered questions from the Plan Commission regarding noise issues specifically with the CrossFit training; three-inch-thick rubber mats will mitigate the noise and loud music will not be played. Based on that information, Plan Commission recommended the Village Board approve the conditional use order.
2. The Town Club 7950 N Santa Monica Blvd., convert some of their tennis courts to pickle ball courts. A representative of The Town Club Board of Directors was present. Plan Commission recommended approval to the Board on the condition that The Town Club install screening design to reduce the pickleball noise by approximately 50 percent.

**VILLAGE OF FOX POINT
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DECEMBER 12, 2023**

- 54 3. A land combination for the Town Club, 7950 N Santa Monica Blvd., tax key 092-
55 9991-000 and tax key 092-9980-000. This was cleanup due to the two owned
56 lots. The Town Club owns two parcels of land along Santa Monica Boulevard.
57 Therefore, the Plan Commission recommended to the Board that they approve
58 the land combination and accept the preliminary CSM as final. The Town Club
59 will also provide the village with a map of the two separate parcels, the combined
60 CSM map was the only submittal.

61
62 **b. POOL COMMITTEE**

63
64 President Symchych announced the Pool Committee met and there is a report submitted
65 by Chair Tirado; it is included in the Village Board packet.
66

67 **PUBLIC HEARINGS**

68
69 President Symchych noted that the Board will be delaying agenda item 4b, the Conditional User Permit
70 per F-Institutional District Requirements for The Town Club, d/b/a, The Town Club, 7950 N Santa
71 Monica Boulevard.

72
73 Village Attorney Eric Larson noted, as in the Plan Commission report in the F-Institutional District, there
74 are additional notice requirements for the public hearing. Those notices need to go out prior to the
75 public hearing. Once the notices go out, this item will come back to the Village Board in January.
76

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

79
80 **Open Public Hearing**

81
82 *Motion by Trustee Fonstad, seconded by Trustee Anderson, and carried by roll call vote*
83 *(7-0), to open the public hearing at 7:11 p.m., regarding the consideration of Good Land*
84 *Fitness, LLC, d/b/a, CrossFit Good Land, 8797 N Port Washington Road.*
85

86 **Public Comment**

87
88 There were no public comments.
89

90 **Close Public Hearing**

91
92 *Motion by Trustee Fonstad, seconded by Trustee Anderson, and carried by roll call vote*
93 *(7-0), to close the public hearing at 7:12 p.m., regarding the consideration of Good Land*
94 *Fitness, LLC, d/b/a, CrossFit Good Land, 8797 N Port Washington Road.*
95

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

98
99 No action was taken. This item will be taken up in January due to the F-Institutional
100 notice requirement.
101

102 **CONSENT AGENDA**

103
104 President Symchych noted there is a revised resolution regarding the Storm Water Utility Rate
105 Increase, as well as a revised set of minutes for the November 14, 2023.
106

- 107 **a.** Approve the minutes of the November 14, 2023 Village Board and Public Hearing meeting.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
DECEMBER 12, 2023**

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- b.** Approve the minutes of November 20, 2023 Village Board and Budget Workshop meeting.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - m.** Approve Resolution 2023-XX, A Resolution to Approve a Sewer Rate Increase.
 - n.** Approve Resolution 2023-XX, A Resolution to Approve a Storm Water Utility Rate Increase.

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- 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.
- 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.
- 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.
- 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.

The following consent agenda items were withdrawn by the Village Board of Trustees: 5g, 5h, 5k, 5l, 5o, and 5p.

Motion by Trustee Fonstad, seconded by Trustee Anderson, and carried by roll call vote (7-0), to approve the consent agenda, with removal of consent agenda items 5g, 5h, 5k, 5l, 5o, and 5p.

KAPUR & ASSOCIATED 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

(Consent Agenda Item 5g):

Motion by Trustee Stoltz, seconded by President Symchych, and carried by roll call vote (7-0), to 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.

KAPUR & ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$32,720 FOR THE TELEVISIONING OF APPROXIMATELY 22,000 LINEAR FEET OF SANITARY SEWERS (Consent Agenda Item 5h)

Motion by Trustee Stoltz, seconded by President Symchych, and carried by roll call vote (7-0), to 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.

KAPUR & ASSOCIATES IN THE AMOUNT OF \$16,500 FOR THE 2024 AND 2025 MONITORING AND INSPECTION OF THE MANOR LANE RETAINING WALL (Consent Agenda Item 5k)

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
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Motion by President Symchych, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to 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.

CONTRACT WITH WASTE MANAGEMENT FOR WASTE, YARD WASTE AND RECYCLING DISPOSAL AND PROCESSING SERVICES

(Consent Item 5l)

There was no action taken on consent agenda item 5l.

CONDITIONAL USE PERMIT PER D-BUSINESS DISTRICT REQUIREMENT FOR GOOD LAND FITNESS, LLC, D/B/A, CROSSFIT GOOD LAND, 8797 N PORT WASHINGTON ROAD

(Consent Agenda Item 5o)

Motion by Trustee Sumner, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to 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.

CONDITIONAL USE PERMIT PER F-INSTITUTIONAL DISTRICT REQUIREMENTS FOR THE TOWN CLUB, D/B/A, THE TOWN CLUB, 7950 N SANTA MONICA BLVD (Consent Agenda Item 5p)

No action was taken on consent agenda item 5p.

AGENDA AND BOARD PACKET AVAILABILITY

Village Board discussed the agenda and Board packet timeline for availability to the public; no action was taken.

FUTURE AGENDA ITEMS – None

ANNOUNCEMENTS

President Symchych

- I. Announced attendance at ICC yesterday; a woman from MADACC spoke. They are having a difficult problem retaining staff. It is becoming a crisis. Community assistance may be discussed in the future.
- II. Today a Fire Department meeting was held regarding the new fire station in Glendale. It will be the fire station, the Health Department, and other space that will be cooperatively used for multiple emergency services should they need to be shared spaces. It will be a joint center with plan to be open this spring. It will be state of the art and the pride of the North Shore.

Trustee Fonstad had no announcements.

Trustee Sumner had no announcements.

Trustee Ollman had no announcements.

Trustee Anderson had no announcements.

Trustee Aelion had no announcements.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
DECEMBER 12, 2023**

Trustee Stoltz had no announcements.

Manager Botcher

- I. Reporting on the Munson, Inc. Change Order No. 1, as is consistent will the Village Code and within his authority to sign, but he also is required to report to the Board. The Indian Creek tennis courts, when Munson went out to work on them, were in far worse shape underneath the surface then they anticipated. It did take additional labor costs of \$14,954.
- II. The pool 501(C)(3) committee application deadline is 12/22/2023. To date, the village has three applications. Contact Kevin to get your application in.
- III. Village Clerk Treasurer Kelly Meyer is retiring; notice of a recognition event will be released when it has been established.
- IV. Advertisements have been out for a Village Clerk for about two weeks. There are currently 3 candidates. Village Manager Scott Botcher will make the recommendation to the Village Board, as under the state statutes.

ADJOURNMENT

Motion made by Trustee Ollman, second by Trustee Fonstad, and carried by roll call vote (7-0) to adjourn the Village Board meeting at 8:33 p.m.

Respectfully submitted,

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



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA
BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909

To: Village Board

From: John T. Gall, Village Forester 

Through: Scott A. Botcher, Village Manager 

CC: Scott Brandmeier, Village Engineer/DPW Director 

DATE: January 4, 2024

RE: Acceptance of Quotes for Trees for Spring 2024 Planting Program

Background

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

Fiscal Note

Quotes were received from 6 qualified nurseries and were opened on January 3, 2024 as shown on the attached summary of quotes. Based on selecting the low and best unit pricing for each tree species, Johnson's Nursery, Inc., Menomonee Falls, Wisconsin, Leaves Inspired Tree Nursery, Chilton, Wisconsin, McKay Nursery Company, Waterloo, Wisconsin, Tillmann Wholesale Growers, New Franken, Wisconsin, Timberline Trees LLC, Oconto, Wisconsin and Wayside Nurseries, Mequon, Wisconsin are the low bidders for a total award of \$22,497.75.

\$6,997.00 for this purchase is recommended to come from Account 40-91600-833, Emerald Ash Borer Tree Replacement. \$2,000.00 from Account 40-91600-851, Dutch Elm Removal. The balance of \$13,500.75 to come from Account 40-91600-824, Tree Planting.

Staff Recommendation

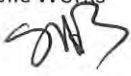
Staff recommends that the Village Board accept the quotes of Johnson's Nursery, Leaves Inspired Tree Nursery, McKay Nursery Company, Tillmann Wholesale Growers, Timberline Trees and Wayside Nurseries, in the respective amounts of \$6,386.00, \$2,220.00, \$2,795.00, \$1,990.75, \$2,388.00 and \$6,718.00 and authorize the Village Manager to execute purchase orders on behalf of the Village.



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: January 4, 2024
Re: Recommendation for 5-year Tree Re-Inventory, Staff Training and Education

Late last summer, the Village Forester and Fox Point DPW Staff submitted a grant application to the Department of Natural Resources to obtain funding for a re-inventory of our Village trees (in the ROW and parks and green spaces) as well as to perform staff training and public education. Staff was informed that Fox Point was selected to receive grant funding equivalent to fifty percent (50%) of the total cost of the work.

Upon receiving formal notification of the grant award in December, staff requested a proposal from Wachtel Tree Science to perform the work associated with the tree re-inventory as well as the staff training and public education. Wachtel has submitted two proposals to perform the work in the amount of \$45,000 to perform the tree re-inventory and another \$3,250 to perform the staff training and public education.

It is noted that the Village performs a re-inventory of Village trees every five (5) years and this falls within that timeframe. The re-inventory allows us to assess tree health, growth, conditions, and other factors that may require attention (removal, treatment, etc.). This information is updated in our GIS and kept current in the event of a natural disaster that may affect the Village trees.

The additional component of the grant award includes staff training which includes tree pruning and planting basics – which will be offered to Village staff and colleagues on the North Shore as well as a Community Tree Planting Workshop that will be opened to residents of the Village.

Grant funding will cover \$24,125 of the cost of the work. Given Wachtel's long history with the Village, their intimate knowledge of our Village trees, and their ability to efficiently work within our GIS database, it is my recommendation that the Village Board accept the proposals from Wachtel Tree Science in the amount of \$45,000 and \$3,250, respectively, and authorize the Village President and Village Clerk/Treasurer to sign the contracts on behalf of the Village.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, by and between Wachtel Tree Science & Service, Inc. (**WACHTEL**) and the Village of Fox Point (**VILLAGE**), effective upon the date of signature by **VILLAGE** below, shall provide professional services as stated herein.

The **VILLAGE** and **WACHTEL** in consideration of their mutual understanding herein, agree in respect of the furnishing of professional services by **WACHTEL** with respect to identified project items and the payment for those services by the **VILLAGE** as set forth below.

SCOPE OF SERVICES

WACHTEL will perform the following project items: GIS Public Tree Inventory and Database; as indicated in Exhibit A. **WACHTEL** will utilize contracted services by Ruekert & Mielke, Inc. to build a tree inventory data collection project within ARC GIS online and deliver data to **VILLAGE** staff upon project completion. The project items will be completed and delivered to the **VILLAGE** as indicated in the "TIMELINE" section of this Agreement. There should be no need for added services in accomplishing the project items.

Additional services that may be requested in writing by the **VILLAGE** will be charged on a time and material basis at the following hourly rates:

Project Manager	\$ 160.00
Staff Certified Arborist	\$ 140.00
Clerical Staff Support	\$ 75.00

TIMELINE

WACHTEL will complete project items as hereby indicated below unless extenuating circumstances prevent completion in a timely manner.

GIS Public Tree Inventory and Database – Begin field data collection no sooner than March 6, 2024 with completion by October 27, 2024.

VILLAGE will provide **WACHTEL** with the following information by the dates indicated below:

Village Map – Provide an updated Village street map highlighted with all park and public properties to be inventoried – February 24, 2024.

BILLING SCHEDULE

Public Tree Field Inventory – Partial Billing will be invoiced at the following project completion milestones:

- 50% project completion
- Final project payment-Upon completion of public tree inventory field data collection

Fee for GIS Public Tree Inventory -- \$ 45,000.00

PAYMENT

Payment will be made for fees identified in the “BILLING SCHEDULE” section. Identified fees should be considered as “Not to Exceed”.

INSURANCE

WACHTEL will procure and maintain insurance for protection from claims against WACHTEL under workers' compensation acts in an amount required by the State in which the work is performed; claims against WACHTEL for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages against WACHTEL because of injury to or destruction of property including loss of use resulting there from in the following amounts: Commercial General Liability coverage of \$1,000,000; General Aggregate; Automobile Liability combined single limit of \$1,000,000; and Excess Liability, umbrella form in an amount of \$1,000,000, each occurrence and aggregate.

Wachtel will submit to the Village current Certificate(s) of Insurance naming the Village as additionally insured and will provide updates if requested.

GENERAL CONSIDERATIONS

- **WACHTEL** shall indemnify, defend and hold **VILLAGE** harmless from any and all claims and liabilities whatsoever, including, but not limited to, judgments, costs, damages, expenses and reasonable attorneys' fees, in any way arising out of or caused by services provided by **WACHTEL** under this contract.
- Obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof.
- The **VILLAGE** shall retain an ownership and property interest in all documents including inventory records, reports, drawings, and specifications prepared or furnished by **WATCHEL** pursuant to this Agreement. This agreement shall be governed and construed in accordance with the laws of the state of WI. It represents the complete understanding with respect to the subject matter thereof and may only be modified in a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the month, day, and year written below.

VILLAGE OF FOX POINT

WACHTEL TREE SCIENCE & SERVICE, INC.

Signature

Signature

Title

Title

Date

Date

Address for Giving Notice
Village of Fox Point
N112W17001 Mequon Road
Fox Point, WI 53022

Address for Giving Notice
Wachtel Tree Science & Service, Inc.
P.O. Box 716
Merton, WI 53056-0716

EXHIBIT A

GIS – Public Tree Inventory and Database

Scope of work

Wachtel Tree Science, Inc. (Wachtel) will complete a comprehensive Geographic Information System (GIS) inventory of existing individual public trees/vacant planting spaces along Village streets and select Village parks/Public properties. The completed GIS tree inventory will be imported into the current Village GIS program. Inventory does not include native mass vegetation groupings in undeveloped or forested areas. Only trees 8" DBH and greater that are within the street R-O-W will be inventoried in these situations.

Wachtel will utilize tablet computers using ESRI Field Maps for ArcGIS. We will utilize the engineering services of Ruekert-Mielke, Inc. to build a tree inventory data collection project within Field Maps and deliver data to Village staff upon project completion.

Inventory data will include: unique ID# for each tree record/vacant planting space, inspection date, location, growth space size, common name, DBH (stem diameter 4.5 feet above ground level), height class, condition rating (based on the Council of Tree and Landscape Appraisal Method), tree value, percent deadwood, maintenance need categories, work priority, clearance issues, overhead utilities present, special conditions, and general notes.

Vacant planting sites will be included within the completed street tree inventory on sites that meet or exceed tree planting spacing requirements identified by Village Staff.

When field data collection is complete, Ruekert-Mielke will perform a spatial join linking inventory records to the nearest tax parcel. This process will auto-assign the address street/name or park name to the inventory record. (This process relies on accuracy of parcel information. As such, we do not guarantee 100% accuracy in address information for all inventory records)

The Village will release R-O-W, parcels, and centerline information data files to Ruekert-Mielke to be formatted within the public tree inventory data collection project. The Village will also provide a street map highlighting those streets and parks to be inventoried.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, by and between Wachtel Tree Science & Service, Inc. (**WACHTEL**) and the Village of Fox Point (**VILLAGE**), effective upon the date of signature by **VILLAGE** below, shall provide professional services as stated herein.

The **VILLAGE** and **WACHTEL** in consideration of their mutual understanding herein, agree in respect of the furnishing of professional services by **WACHTEL** with respect to identified project items and the payment for those services by the **VILLAGE** as set forth below.

SCOPE OF SERVICES

WACHTEL will perform the following project items: (2) Staff Training Days, (1) Public Engagement Day, as indicated in Exhibit A. The project items will be completed and delivered to the **VILLAGE** as indicated in the "TIMELINE" section of this Agreement. There should be no need for added services in accomplishing the project items.

Additional services that may be requested in writing by the **VILLAGE** will be charged on a time and material basis at the following hourly rates:

Project Manager	\$ 160.00
Staff Certified Arborist	\$ 140.00
Clerical Staff Support	\$ 75.00

TIMELINE

WACHTEL will complete project items as hereby indicated below unless extenuating circumstances prevent completion in a timely manner.

(2) Staff Training Days – (2) staff training days, (8) hours each day. Date and time will be arranged agreeable to Village Staff Schedule, completed no later than December 31, 2024.

Public Tree Planting Workshop – A publicly advertised workshop will be held on a Saturday morning in spring 2024.

BILLING SCHEDULE

Fee for (2) staff training days, (8) hours each day– \$ 2,600.00

Fee for (1) public engagement day, (3) hours– \$ 650.00

PAYMENT

Payment will be made for fees identified in the "BILLING SCHEDULE" section. Identified fees should be considered as "Not to Exceed".

INSURANCE

WACHTEL will procure and maintain insurance for protection from claims against WACHTEL under workers' compensation acts in an amount required by the State in which the work is performed; claims against WACHTEL for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages against WACHTEL because of injury to or destruction of property including loss of use resulting there from in the following amounts: Commercial General Liability coverage of \$1,000,000; General Aggregate; Automobile Liability combined single limit of \$1,000,000; and Excess Liability, umbrella form in an amount of \$1,000,000, each occurrence and aggregate.

Wachtel will submit to the Village current Certificate(s) of Insurance naming the Village as additionally insured and will provide updates if requested.

GENERAL CONSIDERATIONS

- **WACHTEL** shall indemnify, defend and hold **VILLAGE** harmless from any and all claims and liabilities whatsoever, including, but not limited to, judgments, costs, damages, expenses and reasonable attorneys' fees, in any way arising out of or caused by services provided by **WACHTEL** under this contract.
- Obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof.
- The **VILLAGE** shall retain an ownership and property interest in all documents including inventory records, reports, drawings, and specifications prepared or furnished by **WATCHEL** pursuant to this Agreement. This agreement shall be governed and construed in accordance with the laws of the state of WI. It represents the complete understanding with respect to the subject matter thereof and may only be modified in a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the month, day, and year written below.

VILLAGE OF FOX POINT

Signature

Title

Date

Address for Giving Notice

Village of Fox Point
N112W17001 Mequon Road
Fox Point, WI 53022

WACHTEL TREE SCIENCE & SERVICE, INC.

Signature

Title

Date

Address for Giving Notice

Wachtel Tree Science & Service, Inc.
P.O. Box 716
Merton, WI 53056-0716

EXHIBIT A

Village Staff Training Module

Day #1 Tree Pruning Basics

We will provide eight (8) hours of instruction in tree biology, pruning training, and tree planting for up to thirty (30) people. All training materials would be provided by us (printed handouts and video presentations) with the exception of chain saws, harnesses, lanyards, or vehicles.

Topics that would be covered include:

1. Tree biology
2. Tree structure and growth characteristics
3. Proper pruning techniques using the appropriate tools for the job at hand

The first half of the day would be classroom style. The afternoon would-be hands-on demonstrations with employees to reinforce knowledge gained during the morning.

Day #2 Tree Planting Basics

We will provide eight (8) hours of instruction in tree planting best management practices for up to thirty (30) people. All training materials would be provided by Wachtel (printed handouts and video presentations).

Topics that will be covered:

1. Urban forest diversity planning
2. Selecting and inspection of quality nursery stock
3. Planting techniques for various plant material
4. Establishment and after-care recommendations

Day #3 Community Tree Planting Workshop

We will provide three (3) hours of instruction in tree planting basics for up to thirty (30) people on a Saturday morning. All training materials would be provided by Wachtel (printed handouts and video presentations).

Topics that will be covered:

1. Selecting and inspection of quality nursery stock
2. Planting techniques for various plant material
3. Establishment and after-care recommendations

A total of nineteen (19) hours of training will be provided with these three days. Training days will be scheduled at a time agreeable and convenient to both parties.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Adam N. Payne, Secretary-Designee
Telephone 608-267-7556
Toll Free 1-888-936-7463
TTY Access via relay - 711



December 5, 2023

► **REQUIRES IMMEDIATE ACTION** ◀

Urban Forestry
Grant# 24UF1595
Grant Amount: \$24,125.00

Mr. Scott Brandmeier,
Director Of Public Works
Village Of Fox Point
7200 N Santa Monica Blvd
Fox Point, WI 53217-3505

Dear Mr. Brandmeier:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: **GIS PUBLIC TREE INVENTORY UPDATE/STAFF FORESTRY TRAINING/COMMUNITY TREE PLANTING WORKSHOP**

Please review and print the agreement. Return the original signed and dated by the **Authorized Representative, within 10 business days of this letter's date, to:**

Mail hard copies:

Wisconsin Department of Natural Resources
Urban Forestry Grants
518 W. Somo Ave
Tomahawk, WI 54487

Scan and Email:

Scan the signed agreement and attach to an email addressed to
DNRUrbanForestryGrants@wisconsin.gov

Contacts:

Nicolle Spafford, Program Specialist
715-896-7099

Keep a copy for your file.

Funds will be encumbered when the signed agreement is returned. Please read the items checked below. They apply to your project and grant award.

☒ **Grant Award Time Period: January 1, 2024 through December 31, 2024.** All project activities must occur within this time period to be eligible. Do not incur costs prior to the Grant Award Start Date, regardless of the date on which this grant agreement is signed.

☒ **Changes to the approved project scope, time period, and/or budget** may not be made without prior approval from the Department.

☒ **An interim report of the project's activities will be due within 6 months of the Grant Award Start Date. A final report of the project's activities will be due within 90 days of grant expiration. Send the report to your Regional Urban Forestry Coordinator, Olivia Witthun, DNR – 1155 Pilgrim Road, Plymouth, WI 53073.**

☒ Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding. If you have any questions regarding bidding and/or awarding procedures, contact your organization's or agency's attorney for advice. The [Procurement Guide for Local Governments Receiving Grants \(State or Federal\) from the Wisconsin Department of Natural Resources](#) explains the department's general bidding and contracting standards for grant projects.

Please note that any construction work or work performed by a consultant or other service provider totaling \$25,000 or more requires a written contract. The contract should specify the financial terms, contract duration and services to be rendered. The regional urban forestry coordinator should review the contract prior to signing. A copy of the contract should be submitted with or before the final report.

Instructions and forms for the financial administration of the project are located in the 2024 *Recordkeeping & Reimbursement Guide* (will be updated soon) and available at: dnr.wi.gov keyword: UF Grant. Submit the final reimbursement information as soon as possible, or no later than **March 31, 2025**. If you charge equipment usage to the grant, refer to the “DOT 2024 Classified Equipment Rates” (will be available in January) to establish the eligible rate or estimated life of the equipment.

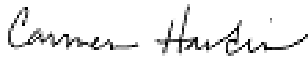
Actual fringe benefits, not to exceed the rate established annually by the Department of Administration (DOA), are eligible as part of the sponsor’s labor costs. For 2024 grant projects, the DOA maximum fringe benefit rate is 47.60 percent. Fringe benefits may include employee insurance, retirement plans, Social Security contributions, Worker Compensation Insurance, etc.

If you are considering the use of a consultant, please review this online reference: [“Guidelines for Working with Consultants on Urban Forestry Grant Projects”](#). These guidelines may assist you in your work with consultants.

There may be other enclosures depending on the conditions listed in this grant agreement. **Read the special conditions carefully.** If you have questions about the grant agreement, contact Nicolle Spafford, Urban Forestry Grants Specialist. For questions about the details of your project, contact your Urban Forestry Coordinator.

The Department of Natural Resources is pleased to participate with you in this urban forestry project.

Sincerely,



Carmen Hardin
Bureau Director of Applied Forestry

Enclosure(s)

C: Olivia Witthun – DNR Urban Forestry Coordinator, Plymouth

GRANT CONDITIONS

NOTICE: Collection of this information is authorized under s. 26.145, Wis. Stats., and chapter NR 47, subchapters I and VIII, Wis. Admin. Code. Personally, identifiable information will be used for managing grants and is not intended to be used for other purposes.

Sponsor	Project Number
Village Of Fox Point	24UF1595

Project Title
GIS PUBLIC TREE INVENTORY UPDATE/STAFF FORESTRY TRAINING/COMMUNITY TREE PLANTING WORKSHOP

Period Covered by This Agreement	Name of Program
January 1, 2024 through December 31, 2024	Urban Forestry Grant Program

Project Scope and Description of Project
--

The Village Of Fox Point shall participate in the Urban Forestry Grant Program by providing the following items as described in the project application.

Project Description: One draw for new residents to the Village is the mature canopy of trees that are on both on public and private property. The original GIS public tree inventory was completed in 2009, from that we learned that 28% of that canopy was ash (green, white, and European). In 2010, the Village Board began to allocate funds for ash management based on an EAB Implementation Plan developed at that time. Our inventory update in 2019 allowed us to "check the pulse" of forestry management in the Village, providing direction as we approached the end of untreated Ash tree removals. We now need a consistent data set that reflects the number of ash lost in our community, and a look to the future of tree species we plant. The Village now needs to make budgetary decisions regarding the value of treated ash and if the Village needs to consider additional removals. We are requesting funding to hire our consultant, Wachtel Tree Science, to perform an inventory update of public trees contained in our GIS database. This inventory will greatly assist in targeting those trees, primarily ash, that are best suited for removal and replacement or are worthy of treatment to retain the mature canopy. This data will also allow us to analyze our current species mix and demonstrate where to plant more diverse species in areas are lacking that diversity. The information gained from the inventory update will be invaluable in providing staff, the Tree Commission, and our Village Board with current data for formulating staffing and budget requirements in managing our urban tree canopy from the onslaught of EAB and other pests. We would also like to host 2 private staff training sessions, advertised to include staff from surrounding Milwaukee North Shore communities, that will bring staff up to date on young tree structural pruning and tree planting best management practices. We would also like to host 1 public tree planting workshop that will be advertised to residents via the Village web page.

Scope Details:
 Info/Educ/Outreach
 Tree Inventory

Project Cost:	The following documents are hereby incorporated. Into and made part of this agreement:
Total Cost \$48,250.00	1. Chapter NR 47, Subchapters I and V, Wisconsin Administrative Code
Fund Support 50%	2. Urban Forestry Grant Application and attachments dated September 22, 2023
State Aid Amount \$24,125.00	
Sponsor Share \$24,125.00	

GRANT CONDITIONS

A. GENERAL CONDITIONS

1. **PERFORMANCE.** The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and the Village Of Fox Point (hereafter PROJECT SPONSOR) mutually agree to perform this agreement in accordance with the Urban Forestry Grant Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and made a part hereof.
2. **INDEPENDENT CONTRACTOR.** The PROJECT SPONSOR is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
3. **ENTIRE GRANT AGREEMENT.** This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded.
4. **GRANT AGREEMENT AMENDMENTS.** Any cost adjustments must be made by a written amendment to this agreement, signed by both parties, prior to the expenditure of funds or the termination date of the agreement. Adjustments for time of performance or scope of work may be granted to the PROJECT SPONSOR by the DEPARTMENT in writing without the requirements of PROJECT SPONSOR's signature.
5. **SUSPENSION OF OBLIGATIONS.** Failure by the PROJECT SPONSOR to comply with the terms of this agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the PROJECT SPONSOR. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the DEPARTMENT's discretion.
6. **AFFIRMATIVE ACTION PLAN.** If this agreement is for an amount of at least twenty-five thousand dollars (\$25,000), the PROJECT SPONSOR agrees to submit a written affirmative action plan to the DEPARTMENT within 15 business days after the Agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (PROJECT SPONSORS with an annual work force of fewer than twenty-five (25) employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the termination of this agreement by the DEPARTMENT or withholding of payment.
7. **The PROJECT SPONSOR agrees:**
 - a. **OFFER ACCEPTANCE.** To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the Urban Forestry Grant Coordinator one original agreement duly signed by the authorized representative. Once signed, the agreement is binding.
 - b. **DECLINING OFFER.** To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be terminated, modified, or amended only by mutual agreement of both parties in writing.
 - c. **EXECUTION OF AGREEMENT.** To execute the project described in the grant agreement in accordance with this agreement in consideration of the promises made by the DEPARTMENT herein.
 - d. **APPLICABLE LAW.** To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.
 - e. **BIDDING.** To comply with all applicable local and state contract and bidding requirements. The PROJECT SPONSOR should consult its legal counsel with questions concerning contracts and bidding. The PROJECT SPONSOR may obtain the following document from the DEPARTMENT by calling the grant manager associated with this grant agreement: *Procurement Guide for Local Governments Receiving DNR Grants*.
 - f. **ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION; ACCESS.** To comply with the Urban Forestry grant program procedures, a copy of which is attached hereto and made a part hereof.

Accounting and fiscal records shall be maintained to reflect the receipt and expenditure of all funds used for this project. If an advance is provided, all grant funds shall be credited promptly upon receipt in a separate account. These funds shall be expended only for project costs. Accounts, documents, and records related to this project shall be retained by the PROJECT SPONSOR for a period of three (3) years following the end of this agreement. The PROJECT SPONSOR agrees to allow the DEPARTMENT access to these records upon request.

- g. **INDEMNIFICATION.** To save, hold harmless, defend, and indemnify the State of Wisconsin, the DEPARTMENT and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of PROJECT SPONSOR's employees, agents or representatives.
- h. **REPAYMENT; TERMINATION.** To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the PROJECT SPONSOR fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this agreement. In addition, should the PROJECT SPONSOR fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment. Upon notification of grant termination, any grant advance or payment not substantiated by documentation shall be immediately returned to the DEPARTMENT by the PROJECT SPONSOR.
- i. **NON-DISCRIMINATION.** In connection with the performance of work under this Agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the PROJECT SPONSOR further agrees to take affirmative action to ensure equal employment opportunities. The PROJECT SPONSOR agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the termination of this Agreement or withholding of payment.

8. **The DEPARTMENT agrees:**

- a. **GRANT ENCUMBRANCE AND PAYMENT.** In consideration of the covenants and agreements made by the PROJECT SPONSOR herein, to obligate for the PROJECT SPONSOR the amount listed as the State Aid Amount on the first page of this agreement and to tender to the PROJECT SPONSOR that portion of the obligation which is required to pay the DEPARTMENT's share of the costs based upon the state providing 50 percent of the eligible project costs not to exceed a maximum of \$24,125.00.
- b. **INDEPENDENT CONTRACTOR.** That the PROJECT SPONSOR shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the PROJECT SPONSOR or the PROJECT SPONSOR's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the PROJECT SPONSOR's employees or agents.
- c. **ACCESS TO RECORDS.** To retain its right to examine all accounts, documents, and records of the PROJECT SPONSOR as they relate to this agreement.
- d. **TERMINATION.** To reserve its right to terminate this agreement for failure by the PROJECT SPONSOR to comply with any provision of this agreement.

B. SPECIAL CONDITIONS

1. The PROJECT SPONSOR agrees to sign and return the grant agreement **within 10 business days** of receipt of this agreement.
2. The PROJECT SPONSOR agrees that it will charge only the actual fringe benefits eligible, not to exceed the rate established annually by the Department of Administration (DOA), as part of the sponsor's labor costs. For 2024 grant projects, the DOA maximum fringe benefit rate is 47.60 percent. Fringe benefits may include employee insurance, retirement plans, Social Security contributions, Worker Compensation Insurance, etc.
3. The PROJECT SPONSOR agrees to use the "DOT 2024 Classified Equipment Rates" to establish the eligible rate or estimated life of the equipment for any equipment usage charged to the grant.
4. The PROJECT SPONSOR agrees to provide to the DEPARTMENT for review ***within 6 months of project commencement***, an interim report to contain details of progress, findings, problems, and other information regarding the status of the project.
5. The PROJECT SPONSOR agrees to provide to the DEPARTMENT for review ***within 90 days of grant expiration*** a final project summary to include:
 - a. Documentation of all project activities during the grant period
 - b. Documentation and justification of all project modifications
 - c. Documentation of all public information and educational activities which were conducted.
 - d. Conclusions and results
 - e. An appendix that includes all references and supporting documents for the final report. (A summary of any/all applicable state and federal laws and regulations shall also be made part of the appendix.)
6. No funds from other state or federal sources may be used to match this grant except that community development block grants may be used to match urban forestry grants only when it can be demonstrated to the DEPARTMENT's satisfaction that there is a local commitment to, and involvement in, the project.
7. Please note that any construction work or work performed by a consultant or other service provider totaling \$25,000 or more requires a written contract. The contract should specify the financial terms, contract duration and services to be rendered. The Urban Forestry Coordinator should review the contract prior to signing. A copy of the contract should be submitted with the reimbursement materials for the grant.
8. The PROJECT SPONSOR shall submit inventory data collected under this grant with the final project report. Inventory data must be in one of the file formats listed in the "Minimum Tree Inventory Attributes" document. Minimum attributes must also be collected for each tree. Those attributes are also listed in the above document. The data shall be submitted within 90 day of grant expiration.
9. Prior to training, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and approval, a description or outline of urban forestry training.
10. All published documents such as strategic or management plans, training materials, fact sheets, public awareness brochures, etc., must include the following statement in the introduction or other appropriate place: "This document was funded in part by an urban forestry grant from the State of Wisconsin Department of Natural Resources Forestry Program as authorized under s. 23.097, Wis. Stat."
11. Prior to purchase, printing, publication, or duplication, the PROJECT SPONSOR agrees to provide to the DEPARTMENT, for review and approval, any/all public awareness or educational materials developed for the project.
12. The PROJECT SPONSOR gives the DEPARTMENT permission to share products funded by this grant with other interested parties for instructional or educational purposes.

Village Of Fox Point
Urban Forestry Grant Number: 24UF1595
Grant Award: \$24,125.00

The person signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

FOR THE SPONSOR

By _____
(Signature)

(Title)

(Date Signed)

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By Carmen Hardin
Carmen Hardin, Director
Bureau Director of Applied Forestry

December 5, 2023

(Date Signed)

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION NO. 2024-xx

RESOLUTION TO ADOPT WORLD MIGRATORY BIRD DAY

Whereas, migratory birds are some of the most beautiful and easily observed wildlife that share our communities, *and*

Whereas, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring, *and*

Whereas, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide, *and*

Whereas, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes, *and*

Whereas, public awareness and concern are crucial components of migratory bird conservation, *And*

Whereas, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations, *and*

Whereas, since 1993 World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., *and*

Whereas, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun, *and*

Whereas, while WMBD will be held this year on the third Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants, *and*

Whereas, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action,

Now Therefore Be It Resolved, that the Fox Point Village President and Village Board hereby do hereby proclaim May 18, 2024 as World Migratory Bird Day in the Village of Fox Point and urge all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

Passed and Adopted by the Village Board, Village of Fox Point, this 9th of January, 2024

Christine Symchych
Village President

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



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works 
Through: Scott Botcher, Village Manager 
Date: January 4, 2024
Re: Approval of Pipeline Crossing Agreement with Union Pacific Railroad

During design of the water main along Bradley Road, Baxter & Woodman has coordinated the abandonment of the old water main and replacement with a new water main underneath the Union Pacific Railroad right of way. Union Pacific, in consideration of Fox Point's request to replace the water main underneath their ROW, has submitted the attached Pipeline Crossing Agreement to the Village for execution.

The Pipeline Crossing Agreement appears to be Union Pacific's standard form agreement and this agreement will be included in the contract documents for the Bradley Road project as the contractor for our project will also be required to adhere to the terms and conditions.

It is my recommendation that the Village Board approve the Pipeline Crossing Agreement and authorize the Director of Public Works to execute the agreement.

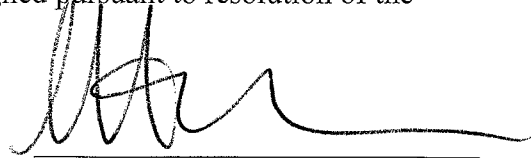
To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: January 4, 2024
Re: Approval of Pipeline Crossing Agreement with Union Pacific Railroad

During design of the water main along Bradley Road, Baxter & Woodman has coordinated the abandonment of the old water main and replacement with a new water main underneath the Union Pacific Railroad right of way. Union Pacific, in consideration of Fox Point's request to replace the water main underneath their ROW, has submitted the attached Pipeline Crossing Agreement to the Village for execution.

The Pipeline Crossing Agreement appears to be Union Pacific's standard form agreement and this agreement will be included in the contract documents for the Bradley Road project as the contractor for our project will also be required to adhere to the terms and conditions.

It is my recommendation that the Village Board approve the Pipeline Crossing Agreement and authorize the Director of Public Works to execute the agreement.

This is to certify that the attached is true and correct list of bills due for a period from December 1-31, 2023, in the total amount of \$1,012,593.07. Each bill has been approved in writing by the official department head or employee authorized to incur the obligations and which bills have been audited by the undersigned pursuant to resolution of the Village Board.



Scott Botcher
Village Manager
Village of Fox Point

This is to certify that the above listed accounts and demands have been presented and allowed and ordered paid by the Village Board at a meeting thereof held on January 09, 2024

Christine Symchych
Village President

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

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-13100 ACCOUNTS RECEIVABLE - SUNDRY						
1603	US TITLE AND CLOSING SERVI	1.059734	RE 7544 N NAVAJO	12/01/2023	7,242.76	12/04/2023
Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY:					7,242.76	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	JANUARY 2024	LIFE INSURANCE	12/18/2023	938.36	12/21/2023
Total 10-21520 GROUP LIFE:					938.36	
10-21521 SUPPLEMENTAL PLANS						
18	SECURIAN FINANCIAL GROUP I	12/01/2023	ACCIDENTAL	12/07/2023	110.60	12/08/2023
1227	AFLAC	108432	ACCT #G8B41	12/18/2023	760.44	12/21/2023
Total 10-21521 SUPPLEMENTAL PLANS:					871.04	
10-21525 UNION DUES						
185	FOX POINT POLICE PROT. ASS	DECEMBER 2023	POLICE DUES	12/07/2023	495.00	12/08/2023
Total 10-21525 UNION DUES:					495.00	
10-21530 DEFERRED COMPENSATION						
77	MissionSquare - 303753	PR1207231	Deferred Comp ICMA-PRETAX	12/06/2023	1,210.14	12/08/2023
77	MissionSquare - 303753	PR1221231	Deferred Comp ICMA-PRETAX	12/20/2023	1,010.21	12/21/2023
375	NORTH SHORE BANK, FSB	PR1207232	Deferred Comp NORTH SHORE	12/06/2023	2,230.00	12/08/2023
375	NORTH SHORE BANK, FSB	PR1221232	Deferred Comp NORTH SHORE	12/20/2023	2,190.00	12/21/2023
814	GREAT-WEST TRUST COMPAN	PR1207231	Deferred Comp WI DEFER - PRE	12/06/2023	3,687.60	12/08/2023
814	GREAT-WEST TRUST COMPAN	PR1207231	Deferred Comp WI DEFER - RO	12/06/2023	1,215.00	12/08/2023
814	GREAT-WEST TRUST COMPAN	PR1221231	Deferred Comp WI DEFER - RO	12/20/2023	1,215.00	12/21/2023
814	GREAT-WEST TRUST COMPAN	PR1221231	Deferred Comp WI DEFER - PRE	12/20/2023	3,687.60	12/21/2023
Total 10-21530 DEFERRED COMPENSATION:					16,445.55	
10-21540 GARNISHMENT						
797	WI SCTF	12/22/2023	REMIT 217318 CASE PIN 217318	12/20/2023	149.60	12/21/2023
797	WI SCTF	12/8/2023	REMIT 217318 CASE PIN 217318	12/07/2023	149.60	12/08/2023
Total 10-21540 GARNISHMENT:					299.20	
10-44500 ESTATE SALES PERMIT						
444	CREAM CITY ESTATE	1.059776	DEPOSIT 7210 N BEACH	12/27/2023	500.00	12/28/2023
Total 10-44500 ESTATE SALES PERMIT:					500.00	
10-45100 FINES/FORFEITURES						
101664	WISCONSIN DEPT. OF REVENU	BG398106-2	RAMIREZSANCHEZ/ FRANCISC	11/30/2023	159.00	12/01/2023
Total 10-45100 FINES/FORFEITURES:					159.00	
10-46710 PAVILION RENTALS						
1598	ANDERSON, HALEY	11/12/2023	PAVILLION DEPOSIT	11/28/2023	50.00	12/01/2023
1599	KILEY, KAREN	11/17/2023	PAVILLION DEPOSIT	11/28/2023	50.00	12/01/2023
1600	PLOSZAJ, LISA	10/28/2023	PAVILLION DEPOSIT	11/28/2023	50.00	12/01/2023
Total 10-46710 PAVILION RENTALS:					150.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	NOVEMBER 2023	DRIVER SUR/JAIL FEE	12/04/2023	446.78	12/08/2023

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552	WISCONSIN, STATE OF - COUR	NOVEMBER 2023	NOVEMBER	12/04/2023	1,308.09	12/08/2023
Total 10-51200-395 COUNTY COURT FEES:					1,754.87	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	10966	VILLAGE ATTORNEY	12/04/2023	13,041.00	12/08/2023
Total 10-51300-218 VILLAGE ATTORNEY:					13,041.00	
10-51300-219 VILLAGE PROSECUTOR						
965	PADWAY & PADWAY LTD	11/27/2023	PROSECUTOR	12/04/2023	2,080.00	12/08/2023
Total 10-51300-219 VILLAGE PROSECUTOR:					2,080.00	
10-51420-323 OFFICIAL PUBLICATIONS/NOTICES						
1567	GANNETT WISCONSIN LOCALI	9636938	OFFICIAL NOTICE	12/27/2023	64.44	12/28/2023
Total 10-51420-323 OFFICIAL PUBLICATIONS/NOTICES:					64.44	
10-51530-210 CONTRACT SERVICES						
2706	ASSOCIATED APPRAISAL CON	171581	MONTHLY/REVALUATION	11/27/2023	2,797.88	12/01/2023
Total 10-51530-210 CONTRACT SERVICES:					2,797.88	
10-51600-210 CONTRACT SERVICES						
194	BAKER TILLY VIRCHOW KRAUS	BT2633899	PROGRESS BILLING	12/28/2023	1,500.00	12/28/2023
265	GREATAMERICAN FINANCIAL S	35512251	MONTHLY COPIER	12/27/2023	232.00	12/28/2023
477	TAYLOR COMPUTER SERVICES	25352	MANAGED SERVICES	12/07/2023	1,645.25	12/08/2023
477	TAYLOR COMPUTER SERVICES	25635	MANAGED SERVICES	12/18/2023	651.75	12/21/2023
789	DO IT NOW CLEANING LLC	694	MONTHLY CLEANING	12/01/2023	1,583.37	12/04/2023
789	DO IT NOW CLEANING LLC	703	MONTHLY CLEANING	12/28/2023	1,583.37	12/28/2023
2395	CIVICPLUS LLC	282957	ANNUAL FEE	11/29/2023	934.42	12/01/2023
Total 10-51600-210 CONTRACT SERVICES:					8,130.16	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	11/29/2023	0702787382-00002	12/04/2023	450.64	12/08/2023
Total 10-51600-220 GAS-HEAT:					450.64	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	11/29/2023	0702787382-00002	12/04/2023	1,434.01	12/08/2023
536	WE-ENERGIES	12/05/2023	0702787382-00009	12/08/2023	20.17	12/18/2023
Total 10-51600-221 ELECTRIC UTILITIES:					1,454.18	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	668330741	ACCOUNT #87619173	12/08/2023	.30	12/18/2023
5312	AT & T- VILLAGE	11/22/2023	414 351-8900 758 7	12/04/2023	63.50	12/08/2023
Total 10-51600-222 TELEPHONE UTILITIES:					63.80	
10-51600-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	8/1-11/1/23	VH WATER AND SEWER	12/08/2023	800.49	12/18/2023
Total 10-51600-223 WATER/SEWER UTILITIES:					800.49	

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10-51600-234 VILLAGE HALL MAINTENANCE						
360	NASSCO INC.	6370923	PAPER PRODUCTS	12/20/2023	219.34	12/21/2023
502	VILLAGE HARDWARE - VH	234251/1	CLEANING	11/21/2023	34.16	12/01/2023
502	VILLAGE HARDWARE - VH	234423/1	MISC	12/05/2023	34.52	12/08/2023
502	VILLAGE HARDWARE - VH	235226/1	NUTS/BOLTS	12/27/2023	15.07	12/28/2023
522	JOE WILDE CO., INC.	239734	REPAIR DOOR	12/05/2023	1,437.50	12/08/2023
742	NELCO ELECTRIC INC	22770	REPAIR	12/18/2023	1,039.86	12/21/2023
892	SPECTRUM	12/7/23	8348 10 012 0042231 VLG	12/19/2023	12.05	12/21/2023
1575	FILTRATION CONCEPTS	40326	FILTERS	12/05/2023	204.78	12/08/2023
1751	ACTION HEATING COOLING & P	117070	REPAIRS VLG	11/21/2023	447.00	12/01/2023
1800	MENARD'S - GERMANTOWN	58219	MISC GENERAL	12/28/2023	150.84	12/28/2023
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					3,595.12	
10-51600-310 SUPPLIES/MISC EXPENSES						
297	MAJESTIC ENGRAVING CORP.	63067	NAME PLATE	12/27/2023	32.50	12/28/2023
297	MAJESTIC ENGRAVING CORP.	63101	NAME PLATE	12/27/2023	32.50	12/28/2023
776	GRAINGER, INC.	9939585767	BIKE RACK	12/26/2023	698.05	12/28/2023
1230	ODP BUSINESS SOLUTIONS LL	341556816001	37360205-VLG	12/01/2023	9.36	12/04/2023
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					772.41	
10-51600-311 POSTAGE						
415	POSTMASTER	2023TAX BILLS	TAX BILL PERMIT 4153	12/07/2023	1,564.25	12/08/2023
415	POSTMASTER	REVISED 2023 TAX	REVISED 2023 TAX BILL	12/14/2023	1,564.25	12/14/2023
Total 10-51600-311 POSTAGE:					3,128.50	
10-51700-511 GROUP HEALTH - RETIREES						
433	RESNICK, AMY	47	HEALTH INSURANCE REIMBUR	12/01/2023	790.63	12/01/2023
435	RIES, DANIEL	63	HEALTH	12/01/2023	2,716.16	12/01/2023
446	SCHELLING JUDITH	26	REIMBURSEMENT	12/01/2023	275.86	12/01/2023
520	WICHMAN, MICHELLE	8	MONTHLY	12/01/2023	375.00	12/01/2023
638	KRIEFALL, DONALD A	91	HEALTH INSURANCE REIMBUR	12/01/2023	825.89	12/01/2023
2194	OBREMSKI, DANIEL	12	SUPPLEMENTAL PAY	12/01/2023	375.00	12/01/2023
Total 10-51700-511 GROUP HEALTH - RETIREES:					5,358.54	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
5152	JAMES IMAGING SYSTEMS, IN	1379946	MONTHLY PD	11/29/2023	102.92	12/01/2023
5152	JAMES IMAGING SYSTEMS, IN	1390021	MONTHLY PD	12/18/2023	102.92	12/21/2023
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					205.84	
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	11/22/2023	0702787382-00008	11/28/2023	476.08	12/01/2023
Total 10-52100-220 GAS UTILITIES:					476.08	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	11/22/2023	0702787382-00015	11/28/2023	35.97	12/01/2023
536	WE-ENERGIES	11/27/23	0702787382-00006	11/30/2023	1,847.01	12/01/2023
Total 10-52100-221 ELECTRIC UTILITIES:					1,882.98	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	20231201OTA	8348 10 012 0041845 POLICE	12/18/2023	24.11	12/21/2023
892	SPECTRUM	70433001120123	070433001	12/18/2023	777.17	12/21/2023

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2691	CENTURYLINK-BUSINESS SVC.	668330741	ACCOUNT #87619173	12/08/2023	.30	12/18/2023
5312	AT & T- VILLAGE	11/22/2023	414 351-8900 758 7	12/04/2023	39.69	12/08/2023
5312	AT & T- VILLAGE	11152023	287329447591-PD	11/29/2023	407.97	12/01/2023
Total 10-52100-222 TELEPHONE UTILITIES:					1,249.24	
10-52100-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	8/1-11/1/23	POLICE WATER AND SEWER	12/08/2023	1,465.27	12/18/2023
Total 10-52100-223 WATER/SEWER UTILITIES:					1,465.27	
10-52100-232 VEHICLE MAINTENANCE						
4976	GENERAL COMMUNICATIONS	325728	REPAIR	11/29/2023	50.00	12/01/2023
Total 10-52100-232 VEHICLE MAINTENANCE:					50.00	
10-52100-233 EQUIPMENT MAINTENANCE						
1271	WI DEPT OF FINANCIAL INST.	20231205MAXIM	BOND RENEWAL	12/05/2023	20.00	12/08/2023
2620	SIRCHIE FINGER PRINT LAB, IN	620887	SUPPLIES	12/05/2023	51.18	12/08/2023
Total 10-52100-233 EQUIPMENT MAINTENANCE:					71.18	
10-52100-310 SUPPLIES/EXPENSES						
297	MAJESTIC ENGRAVING CORP.	63061	NAME PLATE	12/18/2023	35.00	12/21/2023
Total 10-52100-310 SUPPLIES/EXPENSES:					35.00	
10-52100-330 CLOTHING ALLOWANCE						
473	STREICHER'S	1666224	ADAMAITIS	11/29/2023	45.00	12/01/2023
473	STREICHER'S	1667053	HUBER	11/29/2023	18.15	12/01/2023
473	STREICHER'S	1668247	FREEDY	12/05/2023	198.00	12/08/2023
473	STREICHER'S	1668746	PAUL	12/05/2023	51.96	12/08/2023
473	STREICHER'S	1669187	ARENDT	12/18/2023	419.96	12/21/2023
473	STREICHER'S	1670815	GABRIELSE	12/18/2023	23.98	12/21/2023
473	STREICHER'S	1670866	HANNA	12/18/2023	414.97	12/21/2023
Total 10-52100-330 CLOTHING ALLOWANCE:					1,172.02	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	3063307	POLICE 10586-10586	12/05/2023	217.91	12/08/2023
Total 10-52100-334 JANITORIAL SUPPLIES:					217.91	
10-52100-335 SCHOOL EXPENSES						
511	WAUKESHA COUNT TECH. COL	817798	CLASSES	12/05/2023	250.00	12/08/2023
727	WI DEPT. OF JUSTICE	2024WLEEDA	CONFERENCE	12/10/2023	275.00	12/21/2023
2737	OAK CREEK POLICE DEPT.	ESLE2024	CLASS	11/29/2023	30.00	12/01/2023
5626	KALAHARI RESORT & CONVEN	DGYNL2ZU	LODGING BROUWER	12/10/2023	294.00	12/21/2023
Total 10-52100-335 SCHOOL EXPENSES:					849.00	
10-53200-400 MATERIALS						
1800	MENARD'S - GERMANTOWN	57768	MISC GENERAL	12/20/2023	232.11	12/21/2023
Total 10-53200-400 MATERIALS:					232.11	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	12/05/2023	0702787382-00001	12/08/2023	182.34	12/18/2023

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536	WE-ENERGIES	12/08/2023	0702787382-00013	12/19/2023	17.67	12/21/2023
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					200.01	
10-53310-400 MATERIALS						
4888	CARLIN SALES	3048487-00	DRIVEWAY MARKER	11/30/2023	86.25	12/01/2023
Total 10-53310-400 MATERIALS:					86.25	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	12/08/2023	0702787382-00003	12/19/2023	18.36	12/21/2023
536	WE-ENERGIES	12/08/2023	0702787382-00016	12/19/2023	16.25	12/21/2023
536	WE-ENERGIES	12/08/2023	0702787382-00005	12/19/2023	16.25	12/21/2023
Total 10-53400-221 BUS STOP-ELECTRIC:					50.86	
10-53630-370 LANDFILL FEES						
1298	WASTE MANAGEMENT OF WI-M	0000931-1996-4	MSW	12/19/2023	7,675.96	12/21/2023
Total 10-53630-370 LANDFILL FEES:					7,675.96	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0068636-2286-3	YARDWASTE	11/28/2023	1,144.05	12/01/2023
1298	WASTE MANAGEMENT OF WI-M	0068750-2286-2	YARDWASTE	12/19/2023	716.67	12/21/2023
1298	WASTE MANAGEMENT OF WI-M	0068884-2286-9	YARDWASTE	12/28/2023	455.66	12/28/2023
Total 10-53642-400 MATERIALS:					2,316.38	
10-53700-300 MISCELLANEOUS EXPENSE						
2241	ITU ABSORB TECH, INC	8232681	SHOP	11/21/2023	11.90	12/01/2023
2241	ITU ABSORB TECH, INC	8240650	SHOP	12/05/2023	16.47	12/08/2023
2241	ITU ABSORB TECH, INC	8248719	SHOP	12/18/2023	11.90	12/21/2023
Total 10-53700-300 MISCELLANEOUS EXPENSE:					40.27	
10-53700-341 REPAIR PARTS						
172	Gordie Boucher Ford	44687	PART	12/05/2023	39.48	12/08/2023
198	NAPA AUTO PARTS	5250-775857	PARTS	11/21/2023	18.77	12/01/2023
286	BOB LURIE GLASS CORP.	90945	GLASS	12/05/2023	128.00	12/08/2023
327	MENARD'S - MILWAUKEE	78299	MISC	12/05/2023	291.13	12/08/2023
368	MID-STATE EQUIPMENT	H17982	PARTS	12/18/2023	154.97	12/21/2023
403	TOM'S TRAILERS INC.	5646	PARTS	11/21/2023	145.00	12/01/2023
436	RITTER TECHNOLOGY LLC	d32520-001	HOSE AND FITTING	12/27/2023	197.03	12/28/2023
502	VILLAGE HARDWARE - VH	12244/3	MISC	12/05/2023	8.99	12/08/2023
547	ROLAND MACHINERY	40122669	LUBE/FILTER	12/05/2023	177.95	12/08/2023
631	FACTORY MOTOR PARTS	160-190834	FILTER	11/21/2023	4.90	12/01/2023
631	FACTORY MOTOR PARTS	160-191836	PARTS	12/05/2023	4.90	12/08/2023
631	FACTORY MOTOR PARTS	160-193015	BATTERY LESS CORE	12/18/2023	99.53	12/21/2023
631	FACTORY MOTOR PARTS	1-9290406	PARTS	12/27/2023	139.78	12/28/2023
631	FACTORY MOTOR PARTS	50-4972906	PARTS	12/27/2023	90.34	12/28/2023
631	FACTORY MOTOR PARTS	50-4977790	PARTS	12/27/2023	108.88	12/28/2023
665	LAKESIDE INTERNATIONAL TR	1409320P	CORE/CREDIT	12/18/2023	1,028.20	12/21/2023
665	LAKESIDE INTERNATIONAL TR	1409492P	MISC	12/18/2023	186.58	12/21/2023
665	LAKESIDE INTERNATIONAL TR	1409492PX1	MISC	12/18/2023	105.62	12/21/2023
665	LAKESIDE INTERNATIONAL TR	CM137863/1406019	CREDIT	12/18/2023	32.43	12/21/2023
1042	EJ EQUIPMENT INC	P11120	STRUT	12/18/2023	719.46	12/21/2023
1099	HYDROTEX	511799	HYPLEX	12/18/2023	227.18	12/21/2023
1261	INTERSTATE POWER SYSTEMS	c041067302:01	FILTER	12/05/2023	31.18	12/08/2023

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1629	CASPER'S TRUCK EQUIPMENT	0058691-IN	PARTS	11/21/2023	80.43	12/01/2023
1629	CASPER'S TRUCK EQUIPMENT	0058772-IN	SERVICE/PARTS	11/21/2023	884.00	12/01/2023
4389	BOBCAT PLUS, INC.	IB24468	PARTS	11/21/2023	616.64	12/01/2023
4389	BOBCAT PLUS, INC.	IB24638	PARTS	11/21/2023	130.80	12/01/2023
102169	TRUCK COUNTRY OF WISCON	X203936571:01	MISC PARTS	11/21/2023	648.69	12/01/2023
Total 10-53700-341 REPAIR PARTS:					6,236.00	
10-53700-342 TIRES						
413	POMP'S TIRE SERVICE, INC.	60324575	TIRES	12/05/2023	36.00	12/08/2023
1042	EJ EQUIPMENT INC	P11121	TIRES	12/18/2023	1,104.50	12/21/2023
Total 10-53700-342 TIRES:					1,140.50	
10-53700-343 FUEL						
631	FACTORY MOTOR PARTS	160-190834	DEF	11/21/2023	53.04	12/01/2023
631	FACTORY MOTOR PARTS	160-193014	DEF	12/18/2023	79.56	12/21/2023
2179	EDWARD H. WOLF & SON'S INC	643179	FUEL	11/27/2023	733.42	12/01/2023
2179	EDWARD H. WOLF & SON'S INC	643186	FUEL	11/27/2023	1,084.82	12/01/2023
2179	EDWARD H. WOLF & SON'S INC	652187	FUEL	12/06/2023	990.20	12/08/2023
2179	EDWARD H. WOLF & SON'S INC	652234	FUEL	12/06/2023	1,456.00	12/08/2023
2179	EDWARD H. WOLF & SON'S INC	660483	FUEL	12/20/2023	917.58	12/21/2023
2179	EDWARD H. WOLF & SON'S INC	660535	FUEL	12/20/2023	883.73	12/21/2023
2179	EDWARD H. WOLF & SON'S INC	668467	FUEL	12/27/2023	872.17	12/28/2023
2179	EDWARD H. WOLF & SON'S INC	668474	FUEL	12/27/2023	764.65	12/28/2023
Total 10-53700-343 FUEL:					7,835.17	
10-53700-344 OIL						
368	MID-STATE EQUIPMENT	H17982	WOOD CUTTER	12/18/2023	99.95	12/21/2023
502	VILLAGE HARDWARE - VH	12236/3	OIL	11/21/2023	156.60	12/01/2023
1636	PLYMOUTH LUBRICANTS	6199373	OIL	11/21/2023	188.10	12/01/2023
Total 10-53700-344 OIL:					444.65	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	11/29/2023	0702787382-00002	12/04/2023	450.63	12/08/2023
Total 10-53800-220 GAS UTILITIES:					450.63	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	11/29/2023	0702787382-00002	12/04/2023	1,434.01	12/08/2023
Total 10-53800-221 ELECTRIC UTILITIES:					1,434.01	
10-53800-222 TELEPHONE UTILITIES						
5312	AT & T- VILLAGE	11/22/2023	414 351-8900 758 7	12/04/2023	55.57	12/08/2023
Total 10-53800-222 TELEPHONE UTILITIES:					55.57	
10-53800-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	8/1-11/1/23	VH WATER AND SEWER	12/08/2023	800.49	12/18/2023
Total 10-53800-223 WATER/SEWER UTILITIES:					800.49	
10-53800-224 CELL PHONES						
2136	VERIZON WIRELESS	9950684699	787066169-0001	12/18/2023	50.09	12/21/2023
5312	AT & T- VILLAGE	287334403697x520	287334403697 VLG	11/27/2023	792.26	12/01/2023

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Total 10-53800-224 CELL PHONES:					842.35	
10-53800-300 MISCELLANEOUS EXPENSE						
1074	MATHESON TRI-GAS, INC	52264884	ACETYLENE	12/05/2023	46.95	12/08/2023
2241	ITU ABSORB TECH, INC	8232683	TOWELS/MATS	11/21/2023	217.52	12/01/2023
2241	ITU ABSORB TECH, INC	8240652	DPW	12/05/2023	29.25	12/08/2023
2241	ITU ABSORB TECH, INC	8248721	TOWELS/MATS	12/18/2023	217.52	12/21/2023
Total 10-53800-300 MISCELLANEOUS EXPENSE:					511.24	
10-53800-333 SAFETY PROGRAM						
3240	FEHR GRAHAM ENGINEERING	119684	ANNUAL SAFETY	12/13/2023	1,950.00	12/21/2023
Total 10-53800-333 SAFETY PROGRAM:					1,950.00	
10-53900-324 DRUG TESTING						
5247	CONCENTRA MEDICAL CENTE	16926483	RANDOM TEST	11/20/2023	290.00	12/01/2023
5247	CONCENTRA MEDICAL CENTE	17001711	ADMIN FEE	12/20/2023	500.00	12/21/2023
Total 10-53900-324 DRUG TESTING:					790.00	
10-55200-445 TENNIS COURT MAINTENANCE						
357	MUNSON INC.	0088728	TENNIS COURTS	11/27/2023	500.00	12/01/2023
Total 10-55200-445 TENNIS COURT MAINTENANCE:					500.00	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	12.5.23	LX CLUB FEES	12/06/2023	120.00	12/08/2023
890	FOX POINT BAYSIDE LX CLUB	12.6.23	LX CLUB FEES	12/11/2023	200.00	12/21/2023
Total 10-55400-430 LX CLUB MATERIALS:					320.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	12/08/2023	0702787382-00011	12/19/2023	396.10	12/21/2023
Total 10-55440-220 GAS UTILITIES:					396.10	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	12/08/2023	0702787382-00010	12/19/2023	175.39	12/21/2023
Total 10-55440-221 ELECTRIC UTILITIES:					175.39	
10-55440-450 SKATE RINK MATERIALS						
186	FOX POINT, VILLAGE OF - W/U	8/1-11/1/23	L, ICE RINK	12/08/2023	117.93	12/18/2023
186	FOX POINT, VILLAGE OF - W/U	8/1-11/1/23	LONGACRE PAVILION	12/08/2023	1,040.04	12/18/2023
360	NASSCO INC.	6370923	PAPER PRODUCTS	12/20/2023	219.34	12/21/2023
1800	MENARD'S - GERMANTOWN	57768	MISC GENERAL	12/20/2023	11.98	12/21/2023
Total 10-55440-450 SKATE RINK MATERIALS:					1,389.29	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	127028	FORESTRY REQUESTS	12/14/2023	3,645.00	12/21/2023
5933	WACHTEL TREE SCIENCE & SE	127761	FORESTRY REQUESTS	11/29/2023	4,050.00	12/01/2023
Total 10-56100-125 FORESTRY CONSULTANT:					7,695.00	

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10-56100-465 TREE MAINTENANCE						
502	VILLAGE HARDWARE - VH	12244/3	MISC	12/05/2023	399.09	12/08/2023
502	VILLAGE HARDWARE - VH	12245/3	BLADE	12/05/2023	27.89	12/08/2023
585	LFGEORGE INC.	RC50668	REPAIR	11/21/2023	459.75	12/01/2023
776	GRAINGER, INC.	9898784534	PART	11/17/2023	23.66	12/01/2023
Total 10-56100-465 TREE MAINTENANCE:					910.39	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	149502	MAINTENANCE & MAPPING	12/14/2023	1,397.65	12/21/2023
Total 21-53100-233 GIS MAINTENANCE:					1,397.65	
21-71000-400 MATERIALS						
2260	PORT A JOHN	1363163	MONTHLY FEE	11/21/2023	113.00	12/01/2023
Total 21-71000-400 MATERIALS:					113.00	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	12/08/2023	0702787382-00004	12/19/2023	12.83	12/21/2023
Total 21-72000-220 GAS UTILITIES:					12.83	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	12/08/2023	0702787382-00004	12/19/2023	103.40	12/21/2023
536	WE-ENERGIES	12/08/2023	0702787382-00004	12/19/2023	182.21	12/21/2023
536	WE-ENERGIES	12/08/2023	0702787382-00007	12/19/2023	33.89	12/21/2023
Total 21-72000-221 ELECTRIC UTILITIES:					319.50	
21-73000-226 MMSD CHARGES						
290	MMSD	248-23	AUG-OCT	12/01/2023	124,327.53	12/04/2023
Total 21-73000-226 MMSD CHARGES:					124,327.53	
21-73000-310 SUPPLIES/EXPENSES						
415	POSTMASTER	12/01/2023	AUG-NOV WATER BILLS	12/01/2023	480.45	12/04/2023
Total 21-73000-310 SUPPLIES/EXPENSES:					480.45	
21-73000-400 MATERIALS						
50	BADGER METER, INC.	80145747	ORION	11/29/2023	76.09	12/08/2023
2136	VERIZON WIRELESS	9950684699	787066169-0001	12/18/2023	27.96	12/21/2023
5312	AT & T- VILLAGE	287334403697x520	287334403697 VLG	11/27/2023	611.50	12/01/2023
Total 21-73000-400 MATERIALS:					715.55	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
256	KAPUR & ASSOCIATES, INC.	120880	SANITARY	12/06/2023	2,975.00	12/08/2023
256	KAPUR & ASSOCIATES, INC.	120881	STORM SEWER	12/06/2023	1,547.00	12/08/2023
256	KAPUR & ASSOCIATES, INC.	120882	SANITARY	12/06/2023	3,332.00	12/08/2023
256	KAPUR & ASSOCIATES, INC.	122504	SANITARY	11/27/2023	4,165.00	12/01/2023
256	KAPUR & ASSOCIATES, INC.	122506	GENERAL PROF	11/27/2023	1,071.00	12/01/2023
256	KAPUR & ASSOCIATES, INC.	122507	SANITARY	11/27/2023	2,142.00	12/01/2023
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					15,232.00	

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22-53650-210 CONTRACT SERVICES						
1299	WASTE MANAGEMENT OF WI-M	6911319-2275-5	MONTHLY RECYCLING	08/08/2023	22,676.16	12/20/2023
1299	WASTE MANAGEMENT OF WI-M	6920962-2275-1	MONTHLY RECYCLING	09/12/2023	22,676.16	12/20/2023
1299	WASTE MANAGEMENT OF WI-M	6930754-2275-0	MONTHLY RECYCLING	10/11/2023	22,676.16	12/20/2023
1299	WASTE MANAGEMENT OF WI-M	6940730-2275-8	MONTHLY RECYCLING	11/07/2023	22,676.16	12/20/2023
1299	WASTE MANAGEMENT OF WI-M	6950179-2275-5	PAST DUE	12/19/2023	36,900.00	12/20/2023
1299	WASTE MANAGEMENT OF WI-M	6950179-2275-5	MONTHLY RECYCLING	12/19/2023	22,676.16	12/20/2023
1299	WASTE MANAGEMENT OF WI-M	6950179-2275-5	CREDIT	12/19/2023	21,075.00-	12/20/2023
Total 22-53650-210 CONTRACT SERVICES:					129,205.80	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	12/08/2023	0702787382-00012	12/19/2023	27.20	12/21/2023
Total 23-55420-220 GAS UTILITIES:					27.20	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	12/08/2023	0702787382-00012	12/19/2023	41.66	12/21/2023
Total 23-55420-221 ELECTRIC UTILITIES:					41.66	
23-55420-223 WATER/SEWER UTILITIES						
186	FOX POINT, VILLAGE OF - W/U	8/1-11/1/23	POOL WATER AND SEWER	12/08/2023	1,809.08	12/18/2023
Total 23-55420-223 WATER/SEWER UTILITIES:					1,809.08	
24-21545 STREET & SIDEWALK DEPT						
1170	BV TETZLAFF INC.	1.056843	ROAD DEPOSIT	12/19/2023	1,000.00	12/21/2023
1670	GRUNAU	1.059705	ROAD DEPOSIT	12/19/2023	1,000.00	12/21/2023
Total 24-21545 STREET & SIDEWALK DEPT:					2,000.00	
24-52400-210 CONTRACT SERVICES						
2256	SAFEBUILT	166742	INSPECTIONS	11/30/2023	255.00	12/08/2023
Total 24-52400-210 CONTRACT SERVICES:					255.00	
24-52400-224 CELL PHONES						
5312	AT & T- VILLAGE	287334403697x520	287334403697 VLG	11/27/2023	73.00	12/01/2023
Total 24-52400-224 CELL PHONES:					73.00	
25-53800-210 CONTRACT SERVICES						
2136	VERIZON WIRELESS	9950684699	787066169-0001	12/18/2023	27.96	12/21/2023
5312	AT & T- VILLAGE	287334403697x520	287334403697 VLG	11/27/2023	611.50	12/01/2023
Total 25-53800-210 CONTRACT SERVICES:					639.46	
25-53800-234 GREEN INFRASTRUCT MAINTENANCE						
2824	MAREK LANDSCAPING	5481	INDIAN CREEK	11/21/2023	4,553.76	12/01/2023
2824	MAREK LANDSCAPING	5529	INDIAN CREEK	11/21/2023	1,978.64	12/01/2023
Total 25-53800-234 GREEN INFRASTRUCT MAINTENANCE:					6,532.40	
25-55410-310 SUPPLIES/EXPENSES						
415	POSTMASTER	12/01/2023	AUG-NOV WATER BILLS	12/01/2023	480.45	12/04/2023

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Total 25-55410-310 SUPPLIES/EXPENSES:					480.45	
25-91500-800 WPDES COMPLIANCE PROGRAM						
221	PROPET DISTRIBUTORS INC.	144421	DOG BAGS	12/13/2023	429.40	12/21/2023
256	KAPUR & ASSOCIATES, INC.	122348	GI INSPECT	11/27/2023	2,762.86	12/01/2023
327	MENARD'S - MILWAUKEE	77451	REBAR	11/22/2023	19.92	12/01/2023
776	GRAINGER, INC.	9930939476	PET WASTE BAGS	12/26/2023	285.27	12/28/2023
1000	GREAT LAKES POWER VAC, LL	10576	VACUUM CATCH BASINS	12/18/2023	5,987.50	12/21/2023
Total 25-91500-800 WPDES COMPLIANCE PROGRAM:					9,484.95	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
256	KAPUR & ASSOCIATES, INC.	120883	JETTIES IMPROV	12/06/2023	595.00	12/08/2023
Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					595.00	
25-91500-835 STORM SEWER SYSTEM (MISC)						
256	KAPUR & ASSOCIATES, INC.	122506	GENERAL PROF	11/27/2023	560.00	12/01/2023
1000	GREAT LAKES POWER VAC, LL	10539	HYDRO TRUCK W/ TWO MEN	11/27/2023	1,610.00	12/01/2023
Total 25-91500-835 STORM SEWER SYSTEM (MISC):					2,170.00	
40-91100-818 TELEPHONE SYSTEM						
1602	EXPAND COMMUNICATIONS LL	VFP1200	DEPOSIT	12/01/2023	19,861.59	12/04/2023
Total 40-91100-818 TELEPHONE SYSTEM:					19,861.59	
40-91400-806 PICKUP TRUCK - W/PLOW						
51	BADGER TRUCK CENTER, INC.	849630	CUBOX	12/05/2023	430.00	12/08/2023
51	BADGER TRUCK CENTER, INC.	999419	TOMMY GATE	12/05/2023	5,165.00	12/08/2023
Total 40-91400-806 PICKUP TRUCK - W/PLOW:					5,595.00	
40-91400-813 RUBBISH SCOOTER						
1042	EJ EQUIPMENT INC	E02345	REFUSE HAULER	12/18/2023	43,287.00	12/21/2023
1042	EJ EQUIPMENT INC	E02346	REFUSE HAULER	12/18/2023	43,287.00	12/21/2023
3206	BRILLIANT DPI, INC	38335	LETTERING	11/21/2023	98.00	12/01/2023
Total 40-91400-813 RUBBISH SCOOTER:					86,672.00	
40-91500-801 STREET RESURFACING						
9	SINGLE SOURCE INC.	Inv. 2	APPRAISALS	12/14/2023	14,625.00	12/21/2023
256	KAPUR & ASSOCIATES, INC.	120878	LAKE DR	12/06/2023	132.00	12/08/2023
256	KAPUR & ASSOCIATES, INC.	12249	LAKE DR	11/27/2023	1,964.50	12/01/2023
1073	WI DEPT. OF TRANSPORTATIO	395-0000331633	DESIGN	12/06/2023	2,448.35	12/08/2023
1588	UNION PACIFIC RAILROAD CO	329497165	ROE	12/07/2023	1,025.00	12/08/2023
Total 40-91500-801 STREET RESURFACING:					20,194.85	
40-91500-825 PROJECT MANAGEMENT						
2016	BAXTER & WOODMAN INC.	0253027	ROAD AND UTILITY	12/08/2023	2,209.90	12/21/2023
2016	BAXTER & WOODMAN INC.	0253028	RETAINING WALL	12/06/2023	960.00	12/08/2023
Total 40-91500-825 PROJECT MANAGEMENT:					3,169.90	
40-91600-800 STORMWATER ROAD PROJECT						
256	KAPUR & ASSOCIATES, INC.	120884	STORM SEWER	12/06/2023	780.00	12/08/2023

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256	KAPUR & ASSOCIATES, INC.	122508	STORM SEWER	11/27/2023	675.00	12/01/2023
2016	BAXTER & WOODMAN INC.	0253027	ROAD AND UTILITY	12/08/2023	2,209.90	12/21/2023
Total 40-91600-800 STORMWATER ROAD PROJECT:					3,664.90	
40-91600-833 TREE REPLACEMENT						
2824	MAREK LANDSCAPING	5480	VEGETATION MAINTENANCE	11/21/2023	1,392.22	12/01/2023
2824	MAREK LANDSCAPING	5530	VEGETATION MAINTENANCE	11/21/2023	1,071.61	12/01/2023
Total 40-91600-833 TREE REPLACEMENT:					2,463.83	
40-91600-849 BEACH DRIVE-SHORELINE EROSION						
280	LIESENER SOILS INC.	0218150	SOIL	12/05/2023	1,640.00	12/08/2023
502	VILLAGE HARDWARE - VH	235134/1	MISC	12/26/2023	52.17	12/28/2023
983	MSA PROFESSIONAL SVCS, IN	R17951003.0-23	SHORELINE REPAIRS	12/06/2023	8,912.00	12/08/2023
2251	MICHEL'S CORP	pay app 9	BEACH DR SHORELIN	12/14/2023	390,504.13	12/21/2023
Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION:					401,108.30	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMMI	92	MONTHLY	12/01/2023	26,588.43	12/01/2023
Total 50-81000-601 SOURCE OF WATER SUPPLY:					26,588.43	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	1050	MONTHLY MANAGEMENT FEE	12/07/2023	6,300.00	12/08/2023
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					6,300.00	
50-81000-651 MAINTENANCE OF MAINS						
458	SHERWIN INDUSTRIES, INC.	SC051617	FIBER BULK	12/27/2023	995.28	12/28/2023
474	CORE & MAIN LP	T702893	PARTS	11/28/2023	210.40	12/18/2023
474	CORE & MAIN LP	T952499	BOX RISER	11/15/2023	127.80	12/08/2023
474	CORE & MAIN LP	U014302	PARTS	11/29/2023	586.38	12/21/2023
591	CUMMINS INC.	Q1-68364	HEATER COOLANT	12/27/2023	315.96	12/28/2023
918	E.H. WACHS COMPANY, INC.	INV222236	OPERATING NUTS	12/18/2023	698.93	12/21/2023
2241	ITU ABSORB TECH, INC	8232682	WATER	11/21/2023	46.53	12/01/2023
2241	ITU ABSORB TECH, INC	8240651	WATER DEPT	12/05/2023	8.60	12/08/2023
2241	ITU ABSORB TECH, INC	8248720	WATER	12/18/2023	46.53	12/21/2023
5506	HANKE TERMINALS	163791A	STONE	11/21/2023	738.24	12/01/2023
Total 50-81000-651 MAINTENANCE OF MAINS:					3,774.65	
50-81000-800 CAPITAL OUTLAY						
256	KAPUR & ASSOCIATES, INC.	120879	WATERMAIN	12/06/2023	2,975.00	12/08/2023
256	KAPUR & ASSOCIATES, INC.	122498	LAKE DR	11/27/2023	3,460.00	12/01/2023
2016	BAXTER & WOODMAN INC.	0253027	ROAD AND UTILITY	12/08/2023	2,209.90	12/21/2023
Total 50-81000-800 CAPITAL OUTLAY:					8,644.90	
50-81000-844 NSWC CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	12/13/23 SCADA	SCADA	12/19/2023	428.84	12/21/2023
378	NORTH SHORE WATER COMMI	12/13/23 SCADA S	SCADA	12/19/2023	68.43	12/21/2023
378	NORTH SHORE WATER COMMI	12/13/23 SECURIT	SECURITY SYSTEM	12/19/2023	112.91	12/21/2023
378	NORTH SHORE WATER COMMI	12/13/23 VALVE	VALVE ACTUATOR	12/19/2023	7.06	12/21/2023
Total 50-81000-844 NSWC CAPITAL PROJECTS:					617.24	

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50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80145747	ORION	11/29/2023	76.09	12/08/2023
Total 50-81000-903 SUPPLIES AND EXPENSE:					76.09	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
415	POSTMASTER	12/01/2023	AUG-NOV WATER BILLS	12/01/2023	480.45	12/04/2023
2136	VERIZON WIRELESS	9950684699	787066169-0001	12/18/2023	83.45	12/21/2023
5312	AT & T- VILLAGE	287334403697x520	287334403697 VLG	11/27/2023	706.14	12/01/2023
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					1,270.04	
70-12100 TAXES RECEIVABLES						
1079	KIMMEL, ALAN OR BETSY	33148	OVERPAYMENT TAXES	12/27/2023	172.43	12/28/2023
1605	MAHONEY, SEAN	32665	OVERPAYMENT TAXES	12/20/2023	79.01	12/28/2023
1621	DZIKI, JOSEPH	32446	OVERPAYMENT TAXES	12/13/2023	3,217.44	12/28/2023
1623	DICKENS, JOHN	32767	OVERPAYMENT TAXES	12/20/2023	20.00	12/28/2023
1624	FULDNER, BARBARA	33197	OVERPAYMENT TAXES	12/27/2023	443.88	12/28/2023
Total 70-12100 TAXES RECEIVABLES:					3,932.76	
Grand Totals:					1,012,593.0	

Date Approved: _____

Village Manager: _____

Village Board: _____



INDUSTRIAL 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 **Industrial 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 ~~dumpster collection, management, transportation, disposal and/or processing, treatment and recycling~~ services ("Services") for Customer's ~~non-hazardous Solid Waste, Materials, Yard Waste Special Waste, Hazardous Waste, and/or Recyclables~~, as described on Exhibit A, ~~and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste")~~, and Company shall have the exclusive right to manage all such Industrial Waste. **"Solid Waste"** means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. **"Special Waste"** includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. **"Hazardous Waste"** means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. **"Nonconforming Waste"** means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

"Refuse" means ~~Solid nonhazardous solid Waste waste~~ that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables, ~~or White Goods or Organic Green Waste~~ set out for collection pursuant to ~~Sections 3(c)(ii) or (iii)~~ of 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.

1.2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all ~~Industrial Waste Refuse, Yard Waste and Recyclables~~ collected by or delivered to the Company shall be in accordance with ~~waste~~ descriptions given in this Agreement and shall not be or contain any ~~Nonconforming Waste Unacceptable Waste~~. ~~When 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 ~~Industrial 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 ~~Industrial Waste Refuse~~. ~~Customer shall provide the Company and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer.~~

2.3. 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 ~~automatically~~ renew thereafter upon mutual agreement of the parties in writing for one additional ~~successive annual one-year~~ 60 month renewal terms ("Renewal Term", with "Initial Term," collectively, the "Term") ~~unless either party gives to the other party written notice of termination thirty (30) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Services provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Services are completed. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.~~

3.4. INSPECTION; REJECTION OF WASTE^[KY1]. Title to and liability for ~~Nonconforming Waste 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 ~~Industrial Waste Refuse~~ is ~~Nonconforming Waste Unacceptable Waste~~, Company can, at its option, reject ~~Nonconforming Waste Unacceptable Waste~~ and return it to Customer or require Customer to remove and dispose of the ~~Nonconforming Waste 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 Nonconforming Waste 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 ~~Industrial~~ Waste that could adversely impact the receiving facility, or Company may terminate the Agreement or the applicable Exhibit A related to such ~~Industrial~~ Waste.

4.5. SPECIAL HANDLING; TITLE^[KY2]. If Company elects to handle, rather than reject, ~~Nonconforming Waste Unacceptable Waste~~, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the ~~Nonconforming Waste Unacceptable Waste~~. Company may assess and Customer shall pay additional charges associated with delivery of ~~Nonconforming Waste 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 ~~Industrial~~ Waste shall transfer to Company upon its final acceptance of such waste.

5.6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the ~~Industrial~~ 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 ~~Industrial Waste Refuse~~. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

6.7. LIMITED LICENSE TO ENTER. When a Customer is transporting ~~Industrial Waste 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 ~~Industrial Waste 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 ~~Industrial Waste 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.

7.8. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A ~~or a Confirmation Letter~~, 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 Industrial WasteRefuse collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial WasteRefuse; 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. Increases to Charges as specified in this Section may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. 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, ~~including liquidated damages under Section 14.~~

8.9. 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 Industrial WasteRefuse by Company, or (2) as a result of the disposal of Customer's Industrial WasteRefuse, 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 Nonconforming WasteUnacceptable 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

9.10. UNCONTROLLABLE CIRCUMSTANCES^[KY3]. 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.

10.11. RECYCLING SERVICES. The ~~following specifications set forth on Exhibit B~~ shall apply to the Company's acceptance of collection and recycling of fiber and non-fiber recyclables specified on Exhibit B ("Recyclable Materials"). By the end of each month, Company shall report the recycling collection totals to allow for reporting to the DNR. Special terms and conditions, if any, with respect to such Services

shall be set forth on ~~an e~~Exhibit B to this Agreement and shall be incorporated herein. Single-stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, food and beverage containers and rigid container plastics #1, #2 and #5, excluding all types of plastic film. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. All Single Stream must be clean, dry, unshredded, empty, loose and unbagged. Source-separated wastepaper, cardboard, plastics and metals shall consist of Customer's entire volume of such materials and be provided in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time to time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's cost. Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Nonconforming Waste, Hazardous Waste, Special Waste or other materials that are deleterious or capable of causing material damage to property, personnel or the public or materially impair the strength or the durability of structures or equipment (all "Excluded Materials"). Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer may be charged a contamination fee for increased handling, processing, transportation and disposal, including profit margin, related to such non-conforming Recyclable Materials and any Recyclable Materials which contain Excluded Materials Unacceptable Waste. Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination and profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time to time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion.

14.12. 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.~~

12.13. 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.

13.14. TERMINATION; LIQUIDATED DAMAGES. ~~Company Either party~~ may immediately terminate this Agreement, ~~(a) in the event of Customer's 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) thirty (30) days after its receipt of written notice from the nondefaulting party;~~ or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. ~~In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) most recent monthly Charges (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon charge and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at law. In addition to and not in limitation of the foregoing, 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.~~

14.15. EQUIPMENT. ^[KY4] All dumpster equipment furnished by Company for performance of this Agreement shall remain its property; however Customer shall have care, custody and control of the dumpster equipment and shall be liable for all loss or damage to the dumpster 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 dumpster 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 dumpster 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 dumpster 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 dumpster 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 dumpster 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 dumpster equipment or Services.

~~15.16. CONFIDENTIALITY. Intentionally Omitted. Except as required by law, the parties agree that the rates set forth on Exhibit A, a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.~~

~~16.17. 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.

17.18. 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_[KY5]

Municipal ~~Waste-Refuse~~ and Yard Waste Disposal Fees and Charges

~~Waste Management is able to provide two options to the Village for your waste and yard waste disposal:~~

- WM Northwest Transfer Station (~~MSW-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 ~~Waste-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 ~~WasteRefuse~~, Yard Waste and Clean Fill
 - ~~Waste-Refuse~~ - \$44/ton (\$31/ton plus \$13/ton State Generator Tax)
 - Yard Waste - \$19.62/ton
 - ~~Clean Fill - \$35/ton~~
 - o This location is 10.1 miles from the Village offices.

Disposal Rates	WM Northwest TS		Orchard Ridge <u>Landfill & Composting Facility</u>
Refuse Disposal (Includes all taxes)	\$54/ton	\$44/ton	
Yard Waste Disposal	n/a		\$19.62/ton
Clean Fill	n/a		\$35/ton

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

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

Fuel Surcharge Table

DOE \$/Gallon	Surcharge, \$/ton	DOE \$/Gallon	Surcharge, \$/ton	DOE \$/Gallon	Surcharge, \$/ton	DOE \$/Gallon	Surcharge, \$/ton	DOE \$/Gallon	Surcharge, \$/ton	DOE \$/Gallon	Surcharge, \$/ton
< 1.81	-	2.55	0.91	3.30	1.83	4.05	2.74	4.80	3.66	5.55	4.58
1.81	0.00	2.56	0.92	3.31	1.84	4.06	2.76	4.81	3.68	5.56	4.59
1.82	0.01	2.57	0.93	3.32	1.85	4.07	2.77	4.82	3.69	5.57	4.61
1.83	0.02	2.58	0.94	3.33	1.86	4.08	2.78	4.83	3.70	5.58	4.62
1.84	0.04	2.59	0.96	3.34	1.87	4.09	2.79	4.84	3.71	5.59	4.63
1.85	0.05	2.60	0.97	3.35	1.89	4.10	2.81	4.85	3.72	5.60	4.64
1.86	0.06	2.61	0.98	3.36	1.90	4.11	2.82	4.86	3.74	5.61	4.66
1.87	0.07	2.62	0.99	3.37	1.91	4.12	2.83	4.87	3.75	5.62	4.67
1.88	0.09	2.63	1.00	3.38	1.92	4.13	2.84	4.88	3.76	5.63	4.68
1.89	0.10	2.64	1.02	3.39	1.94	4.14	2.85	4.89	3.77	5.64	4.69
1.90	0.11	2.65	1.03	3.40	1.95	4.15	2.87	4.90	3.79	5.65	4.71
1.91	0.12	2.66	1.04	3.41	1.96	4.16	2.88	4.91	3.80	5.66	4.72
1.92	0.13	2.67	1.05	3.42	1.97	4.17	2.89	4.92	3.81	5.67	4.73
1.93	0.15	2.68	1.07	3.43	1.99	4.18	2.90	4.93	3.82	5.68	4.74
1.94	0.16	2.69	1.08	3.44	2.00	4.19	2.92	4.94	3.84	5.69	4.75
1.95	0.17	2.70	1.09	3.45	2.01	4.20	2.93	4.95	3.85	5.70	4.77
1.96	0.18	2.71	1.10	3.46	2.02	4.21	2.94	4.96	3.86	5.71	4.78
1.97	0.20	2.72	1.12	3.47	2.03	4.22	2.95	4.97	3.87	5.72	4.79
1.98	0.21	2.73	1.13	3.48	2.05	4.23	2.97	4.98	3.88	5.73	4.80
1.99	0.22	2.74	1.14	3.49	2.06	4.24	2.98	4.99	3.90	5.74	4.82
2.00	0.23	2.75	1.15	3.50	2.07	4.25	2.99	5.00	3.91	5.75	4.83
2.01	0.25	2.76	1.16	3.51	2.08	4.26	3.00	5.01	3.92	5.76	4.84
2.02	0.26	2.77	1.18	3.52	2.10	4.27	3.01	5.02	3.93	5.77	4.85
2.03	0.27	2.78	1.19	3.53	2.11	4.28	3.03	5.03	3.95	5.78	4.86
2.04	0.28	2.79	1.20	3.54	2.12	4.29	3.04	5.04	3.96	5.79	4.88
2.05	0.29	2.80	1.21	3.55	2.13	4.30	3.05	5.05	3.97	5.80	4.89
2.06	0.31	2.81	1.23	3.56	2.14	4.31	3.06	5.06	3.98	5.81	4.90
2.07	0.32	2.82	1.24	3.57	2.16	4.32	3.08	5.07	3.99	5.82	4.91
2.08	0.33	2.83	1.25	3.58	2.17	4.33	3.09	5.08	4.01	5.83	4.93
2.09	0.34	2.84	1.26	3.59	2.18	4.34	3.10	5.09	4.02	5.84	4.94
2.10	0.36	2.85	1.27	3.60	2.19	4.35	3.11	5.10	4.03	5.85	4.95
2.11	0.37	2.86	1.29	3.61	2.21	4.36	3.12	5.11	4.04	5.86	4.96
2.12	0.38	2.87	1.30	3.62	2.22	4.37	3.14	5.12	4.06	5.87	4.97
2.13	0.39	2.88	1.31	3.63	2.23	4.38	3.15	5.13	4.07	5.88	4.99
2.14	0.40	2.89	1.32	3.64	2.24	4.39	3.16	5.14	4.08	5.89	5.00
2.15	0.42	2.90	1.34	3.65	2.25	4.40	3.17	5.15	4.09	5.90	5.01
2.16	0.43	2.91	1.35	3.66	2.27	4.41	3.19	5.16	4.10	5.91	5.02
2.17	0.44	2.92	1.36	3.67	2.28	4.42	3.20	5.17	4.12	5.92	5.04
2.18	0.45	2.93	1.37	3.68	2.29	4.43	3.21	5.18	4.13	5.93	5.05
2.19	0.47	2.94	1.38	3.69	2.30	4.44	3.22	5.19	4.14	5.94	5.06
2.20	0.48	2.95	1.40	3.70	2.32	4.45	3.23	5.20	4.15	5.95	5.07
2.21	0.49	2.96	1.41	3.71	2.33	4.46	3.25	5.21	4.17	5.96	5.08
2.22	0.50	2.97	1.42	3.72	2.34	4.47	3.26	5.22	4.18	5.97	5.10
2.23	0.51	2.98	1.43	3.73	2.35	4.48	3.27	5.23	4.19	5.98	5.11
2.24	0.53	2.99	1.45	3.74	2.36	4.49	3.28	5.24	4.20	5.99	5.12
2.25	0.54	3.00	1.46	3.75	2.38	4.50	3.30	5.25	4.21	6.00	5.13
2.26	0.55	3.01	1.47	3.76	2.39	4.51	3.31	5.26	4.23	6.01	5.15
2.27	0.56	3.02	1.48	3.77	2.40	4.52	3.32	5.27	4.24	6.02	5.16
2.28	0.58	3.03	1.49	3.78	2.41	4.53	3.33	5.28	4.25	6.03	5.17
2.29	0.59	3.04	1.51	3.79	2.43	4.54	3.35	5.29	4.26	6.04	5.18
2.30	0.60	3.05	1.52	3.80	2.44	4.55	3.36	5.30	4.28	6.05	5.20
2.31	0.61	3.06	1.53	3.81	2.45	4.56	3.37	5.31	4.29	6.06	5.21
2.32	0.62	3.07	1.54	3.82	2.46	4.57	3.38	5.32	4.30	6.07	5.22
2.33	0.64	3.08	1.56	3.83	2.48	4.58	3.39	5.33	4.31	6.08	5.23
2.34	0.65	3.09	1.57	3.84	2.49	4.59	3.41	5.34	4.33	6.09	5.24
2.35	0.66	3.10	1.58	3.85	2.50	4.60	3.42	5.35	4.34	6.10	5.26
2.36	0.67	3.11	1.59	3.86	2.51	4.61	3.43	5.36	4.35	6.11	5.27
2.37	0.69	3.12	1.61	3.87	2.52	4.62	3.44	5.37	4.36	6.12	5.28
2.38	0.70	3.13	1.62	3.88	2.54	4.63	3.46	5.38	4.37	6.13	5.29
2.39	0.71	3.14	1.63	3.89	2.55	4.64	3.47	5.39	4.39	6.14	5.31
2.40	0.72	3.15	1.64	3.90	2.56	4.65	3.48	5.40	4.40	6.15	5.32
2.41	0.74	3.16	1.65	3.91	2.57	4.66	3.49	5.41	4.41	6.16	5.33
2.42	0.75	3.17	1.67	3.92	2.59	4.67	3.50	5.42	4.42	6.17	5.34
2.43	0.76	3.18	1.68	3.93	2.60	4.68	3.52	5.43	4.44	6.18	5.35
2.44	0.77	3.19	1.69	3.94	2.61	4.69	3.53	5.44	4.45	6.19	5.37
2.45	0.78	3.20	1.70	3.95	2.62	4.70	3.54	5.45	4.46	6.20	5.38
2.46	0.80	3.21	1.72	3.96	2.63	4.71	3.55	5.46	4.47	6.21	5.39
2.47	0.81	3.22	1.73	3.97	2.65	4.72	3.57	5.47	4.48	6.22	5.40
2.48	0.82	3.23	1.74	3.98	2.66	4.73	3.58	5.48	4.50	6.23	5.42
2.49	0.83	3.24	1.75	3.99	2.67	4.74	3.59	5.49	4.51	6.24	5.43
2.50	0.85	3.25	1.76	4.00	2.68	4.75	3.60	5.50	4.52	6.25	5.44
2.51	0.86	3.26	1.78	4.01	2.70	4.76	3.61	5.51	4.53	6.26	5.45
2.52	0.87	3.27	1.79	4.02	2.71	4.77	3.63	5.52	4.55	6.27	5.46
2.53	0.88	3.28	1.80	4.03	2.72	4.78	3.64	5.53	4.56	6.28	5.48
2.54	0.89	3.29	1.81	4.04	2.73	4.79	3.65	5.54	4.57	6.29	5.49

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:

<u>Aluminum cans – empty</u>	<u>Newspaper</u>
<u>PET bottles with the symbol #1 – with screw tops only – empty</u>	<u>Mail</u>
<u>HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty</u>	<u>Uncoated paperboard (ex. cereal boxes; food and snack boxes)</u>
<u>Plastics not listed above including but not limited to those with symbols #3*, #4*, #5, #6*, #7* and unnumbered</u>	<u>Uncoated printing, writing and office paper</u>
<u>Steel and tin cans – empty</u>	<u>Old corrugated containers/cardboard (uncoated)</u>
<u>Glass food and beverage containers – brown, clear, or green – empty*</u>	<u>Magazines, glossy inserts and pamphlets</u>

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

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

* 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.



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 dumpster collection, 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 or White Goods 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 60 month 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. 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. 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.

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 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"). By the end of each month, Company shall report the recycling collection totals to allow for reporting to the DNR. 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.

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 thirty (30) 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.

15. EQUIPMENT. All dumpster equipment furnished by Company for performance of this Agreement shall remain its property; however Customer shall have care, custody and control of the dumpster equipment and shall be liable for all loss or damage to the dumpster 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 dumpster 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 dumpster 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 dumpster 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 dumpster 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 dumpster 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 dumpster 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

Fuel Surcharge Table

DOE \$/Gallon	Surcharge, \$/ton	DOE \$/Gallon	Surcharge, \$/ton	DOE \$/Gallon	Surcharge, \$/ton	DOE \$/Gallon	Surcharge, \$/ton	DOE \$/Gallon	Surcharge, \$/ton	DOE \$/Gallon	Surcharge, \$/ton
< 1.81	-	2.55	0.91	3.30	1.83	4.05	2.74	4.80	3.66	5.55	4.58
1.81	0.00	2.56	0.92	3.31	1.84	4.06	2.76	4.81	3.68	5.56	4.59
1.82	0.01	2.57	0.93	3.32	1.85	4.07	2.77	4.82	3.69	5.57	4.61
1.83	0.02	2.58	0.94	3.33	1.86	4.08	2.78	4.83	3.70	5.58	4.62
1.84	0.04	2.59	0.96	3.34	1.87	4.09	2.79	4.84	3.71	5.59	4.63
1.85	0.05	2.60	0.97	3.35	1.89	4.10	2.81	4.85	3.72	5.60	4.64
1.86	0.06	2.61	0.98	3.36	1.90	4.11	2.82	4.86	3.74	5.61	4.66
1.87	0.07	2.62	0.99	3.37	1.91	4.12	2.83	4.87	3.75	5.62	4.67
1.88	0.09	2.63	1.00	3.38	1.92	4.13	2.84	4.88	3.76	5.63	4.68
1.89	0.10	2.64	1.02	3.39	1.94	4.14	2.85	4.89	3.77	5.64	4.69
1.90	0.11	2.65	1.03	3.40	1.95	4.15	2.87	4.90	3.79	5.65	4.71
1.91	0.12	2.66	1.04	3.41	1.96	4.16	2.88	4.91	3.80	5.66	4.72
1.92	0.13	2.67	1.05	3.42	1.97	4.17	2.89	4.92	3.81	5.67	4.73
1.93	0.15	2.68	1.07	3.43	1.99	4.18	2.90	4.93	3.82	5.68	4.74
1.94	0.16	2.69	1.08	3.44	2.00	4.19	2.92	4.94	3.84	5.69	4.75
1.95	0.17	2.70	1.09	3.45	2.01	4.20	2.93	4.95	3.85	5.70	4.77
1.96	0.18	2.71	1.10	3.46	2.02	4.21	2.94	4.96	3.86	5.71	4.78
1.97	0.20	2.72	1.12	3.47	2.03	4.22	2.95	4.97	3.87	5.72	4.79
1.98	0.21	2.73	1.13	3.48	2.05	4.23	2.97	4.98	3.88	5.73	4.80
1.99	0.22	2.74	1.14	3.49	2.06	4.24	2.98	4.99	3.90	5.74	4.82
2.00	0.23	2.75	1.15	3.50	2.07	4.25	2.99	5.00	3.91	5.75	4.83
2.01	0.25	2.76	1.16	3.51	2.08	4.26	3.00	5.01	3.92	5.76	4.84
2.02	0.26	2.77	1.18	3.52	2.10	4.27	3.01	5.02	3.93	5.77	4.85
2.03	0.27	2.78	1.19	3.53	2.11	4.28	3.03	5.03	3.95	5.78	4.86
2.04	0.28	2.79	1.20	3.54	2.12	4.29	3.04	5.04	3.96	5.79	4.88
2.05	0.29	2.80	1.21	3.55	2.13	4.30	3.05	5.05	3.97	5.80	4.89
2.06	0.31	2.81	1.23	3.56	2.14	4.31	3.06	5.06	3.98	5.81	4.90
2.07	0.32	2.82	1.24	3.57	2.16	4.32	3.08	5.07	3.99	5.82	4.91
2.08	0.33	2.83	1.25	3.58	2.17	4.33	3.09	5.08	4.01	5.83	4.93
2.09	0.34	2.84	1.26	3.59	2.18	4.34	3.10	5.09	4.02	5.84	4.94
2.10	0.36	2.85	1.27	3.60	2.19	4.35	3.11	5.10	4.03	5.85	4.95
2.11	0.37	2.86	1.29	3.61	2.21	4.36	3.12	5.11	4.04	5.86	4.96
2.12	0.38	2.87	1.30	3.62	2.22	4.37	3.14	5.12	4.06	5.87	4.97
2.13	0.39	2.88	1.31	3.63	2.23	4.38	3.15	5.13	4.07	5.88	4.99
2.14	0.40	2.89	1.32	3.64	2.24	4.39	3.16	5.14	4.08	5.89	5.00
2.15	0.42	2.90	1.34	3.65	2.25	4.40	3.17	5.15	4.09	5.90	5.01
2.16	0.43	2.91	1.35	3.66	2.27	4.41	3.19	5.16	4.10	5.91	5.02
2.17	0.44	2.92	1.36	3.67	2.28	4.42	3.20	5.17	4.12	5.92	5.04
2.18	0.45	2.93	1.37	3.68	2.29	4.43	3.21	5.18	4.13	5.93	5.05
2.19	0.47	2.94	1.38	3.69	2.30	4.44	3.22	5.19	4.14	5.94	5.06
2.20	0.48	2.95	1.40	3.70	2.32	4.45	3.23	5.20	4.15	5.95	5.07
2.21	0.49	2.96	1.41	3.71	2.33	4.46	3.25	5.21	4.17	5.96	5.08
2.22	0.50	2.97	1.42	3.72	2.34	4.47	3.26	5.22	4.18	5.97	5.10
2.23	0.51	2.98	1.43	3.73	2.35	4.48	3.27	5.23	4.19	5.98	5.11
2.24	0.53	2.99	1.45	3.74	2.36	4.49	3.28	5.24	4.20	5.99	5.12
2.25	0.54	3.00	1.46	3.75	2.38	4.50	3.30	5.25	4.21	6.00	5.13
2.26	0.55	3.01	1.47	3.76	2.39	4.51	3.31	5.26	4.23	6.01	5.15
2.27	0.56	3.02	1.48	3.77	2.40	4.52	3.32	5.27	4.24	6.02	5.16
2.28	0.58	3.03	1.49	3.78	2.41	4.53	3.33	5.28	4.25	6.03	5.17
2.29	0.59	3.04	1.51	3.79	2.43	4.54	3.35	5.29	4.26	6.04	5.18
2.30	0.60	3.05	1.52	3.80	2.44	4.55	3.36	5.30	4.28	6.05	5.20
2.31	0.61	3.06	1.53	3.81	2.45	4.56	3.37	5.31	4.29	6.06	5.21
2.32	0.62	3.07	1.54	3.82	2.46	4.57	3.38	5.32	4.30	6.07	5.22
2.33	0.64	3.08	1.56	3.83	2.48	4.58	3.39	5.33	4.31	6.08	5.23
2.34	0.65	3.09	1.57	3.84	2.49	4.59	3.41	5.34	4.33	6.09	5.24
2.35	0.66	3.10	1.58	3.85	2.50	4.60	3.42	5.35	4.34	6.10	5.26
2.36	0.67	3.11	1.59	3.86	2.51	4.61	3.43	5.36	4.35	6.11	5.27
2.37	0.69	3.12	1.61	3.87	2.52	4.62	3.44	5.37	4.36	6.12	5.28
2.38	0.70	3.13	1.62	3.88	2.54	4.63	3.46	5.38	4.37	6.13	5.29
2.39	0.71	3.14	1.63	3.89	2.55	4.64	3.47	5.39	4.39	6.14	5.31
2.40	0.72	3.15	1.64	3.90	2.56	4.65	3.48	5.40	4.40	6.15	5.32
2.41	0.74	3.16	1.65	3.91	2.57	4.66	3.49	5.41	4.41	6.16	5.33
2.42	0.75	3.17	1.67	3.92	2.59	4.67	3.50	5.42	4.42	6.17	5.34
2.43	0.76	3.18	1.68	3.93	2.60	4.68	3.52	5.43	4.44	6.18	5.35
2.44	0.77	3.19	1.69	3.94	2.61	4.69	3.53	5.44	4.45	6.19	5.37
2.45	0.78	3.20	1.70	3.95	2.62	4.70	3.54	5.45	4.46	6.20	5.38
2.46	0.80	3.21	1.72	3.96	2.63	4.71	3.55	5.46	4.47	6.21	5.39
2.47	0.81	3.22	1.73	3.97	2.65	4.72	3.57	5.47	4.48	6.22	5.40
2.48	0.82	3.23	1.74	3.98	2.66	4.73	3.58	5.48	4.50	6.23	5.42
2.49	0.83	3.24	1.75	3.99	2.67	4.74	3.59	5.49	4.51	6.24	5.43
2.50	0.85	3.25	1.76	4.00	2.68	4.75	3.60	5.50	4.52	6.25	5.44
2.51	0.86	3.26	1.78	4.01	2.70	4.76	3.61	5.51	4.53	6.26	5.45
2.52	0.87	3.27	1.79	4.02	2.71	4.77	3.63	5.52	4.55	6.27	5.46
2.53	0.88	3.28	1.80	4.03	2.72	4.78	3.64	5.53	4.56	6.28	5.48
2.54	0.89	3.29	1.81	4.04	2.73	4.79	3.65	5.54	4.57	6.29	5.49

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)
Plastics not listed above including but not limited to those with symbols #3*, #4*, #5, #6*, #7* and unnumbered	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	
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. 2024-XX

RESOLUTION OF COMMENDATION

WHEREAS, Kelly A. Meyer was appointed Village Clerk-Treasurer of the Village of Fox Point at the regular meeting of the Fox Point Village Board on August 15, 2015; and

WHEREAS, Kelly A. Meyer served various boards, committees, and commissions throughout her employment with the Village, including Village Board, Plan Commission, Board of Appeals, Board of Review, Audit Committee; and

WHEREAS, Kelly A. Meyer faithfully and passionately performed all duties of Village Clerk-Treasurer throughout her nearly 10-year employment with the Village; and

WHEREAS, Kelly A. Meyer has demonstrated unwavering commitment to the Village of Fox Point through her tireless efforts and dedication to the betterment of the community; and

WHEREAS, Kelly A. Meyer has exhibited exceptional professionalism, integrity, and leadership in carrying out her duties, earning the respect and admiration of colleagues, staff, and the community at large; and

WHEREAS, Kelly A. Meyer cultivated strong relationships with elected officials, colleagues, residents, election inspectors, and members of the Wisconsin Municipal Clerks Association; and

WHEREAS, Kelly A. Meyer's dedication to the profession of Municipal Clerks has been demonstrated by involvement with the Wisconsin Municipal Clerks Association and its committees, the mentoring and training of Municipal Clerks across the State of Wisconsin, and fostering of relationships with elections officials; and

WHEREAS, Kelly A. Meyer's retirement marks the conclusion of a strong career in public service, during which she has left a mark on the Village of Fox Point, the lives of its residents, and the profession of Clerk in the state of Wisconsin;

NOW, THEREFORE, BE IT RESOLVED, that the Village of Fox Point expresses its deepest gratitude and appreciation to Kelly A. Meyer for her exemplary service, commitment, dedication, and contributions to the community;

BE IT FURTHER RESOLVED, that the Village of Fox Point extends its heartfelt congratulations to Kelly A. Meyer on the occasion of her well-deserved retirement and wishes her continued success, fulfillment, and joy in all her future endeavors;

BE IT FINALLY RESOLVED, that a copy of this Resolution of Commendation be presented to Kelly A. Meyer as a token of the community's gratitude and as a lasting testament to her legacy of service.

PASSED AND ADOPTED the 9th day of January, 2024.

Christine Symchych
Village President

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



VILLAGE OF FOX POINT

MILWAUKEE COUNTY

WISCONSIN

VILLAGE HALL

7200 N. SANTA MONICA BLVD.

FOX POINT WI 53217-3505

414-351-8900

FAX 414-351-8909

To: President Symchych

From: Scott A. Botcher, Village Manager

cc: Village Board

Date: January 5, 2024

Re: Clerk-Treasurer Appointment Recommendation

Following the announcement of Village Clerk-Treasurer Kelly Meyer's impending retirement, Assistant Manager Ausman and I began an immediate search for her replacement. Advertisements were run with the League of Wisconsin Municipalities, Wisconsin Municipal Clerks Association, Wisconsin City Managers Association, and LinkedIn.

Perhaps most importantly, Mr. Ausman and I both personally contacted a number of potential candidates in hopes of gauging any interest they may have in the position, but also to secure any recommendations as to other individuals we should contact. (We also did have individuals contact me directly once they heard of Kelly's retirement.)

Subsequently, we received 9 applications.

The process for appointing a Clerk-Treasurer is as follows:

Charter Ordinance No. 9, states in part:

- *Section 1. The Village of Fox Point elects not to be governed by the provisions of Sections 61.19, 61.23 and 61.25 (2) of the Wisconsin Statutes which relate to the Village Clerk and Village Treasurer and which are in conflict with the provisions of this Charter Ordinance.*
- *Section 2. Pursuant to Section 61.195 and 61.197, Wisconsin Statutes, the office of the Village Clerk and of Village Treasurer shall be held by one officer who shall be designated Village Clerk/Treasurer. Such Village Clerk/Treasurer shall be appointed by the Village President subject to confirmation by two-thirds of the members elect of the Village Board. Such Village Clerk/Treasurer shall hold office for an indefinite term, subject to removal as provided by law.*

Simply put, the appointment should be made by the Village President, subject to a 2/3 vote to confirm.

Three of the candidates sat for two interviews; one with me alone, and a second with Mr. Ausman and myself. Each interview session was approximately 2 hours in length apiece.

Following each session, Mr. Ausman and I would debrief. Once all three individuals were interviewed twice apiece, he and I debriefed twice more. Thereafter, we both had the same recommendation, and it is as follows:

It is my pleasure to recommend the selection of Sara A. Bruckman, CMC/WMCA as Village Clerk-Treasurer for the Village of Fox Point.

Sara started her municipal career in 2011, and subsequently served as Deputy Clerk in Greendale for approximately 5 years, City Clerk in Delafield for approximately 1.5 years, Village Clerk in Shorewood for approximately 4 years, and, as you may recall, her most recent municipal service was as Deputy Village Clerk in Fox Point, at which point she accepted a position at Divine Saviors Holy Angels High School.

Upon the retirement of Clerk Treasurer Kelly Meyer, she expressed a strong desire to return to Fox Point and to build upon the strong foundation Kelly built over the last 8+ years.

In addition to her experience and technical skills, there is obviously a familiarity with our operation and functions, as well as the people in and around Fox Point and the North Shore, from citizens to Village employees to poll workers, easing integration into the position.

Sara is a Wisconsin Certified Municipal Clerk and a Certified Municipal Clerk, and has attended the Treasurer's Institute. Further, she is past President of the Metropolitan Municipal Clerks Association, Past President of the Wisconsin Municipal Clerks Association, and the UW Green Bay Institute Advisory Board.

I wholeheartedly recommend the Village President appoint Sara A. Bruckman as Village Clerk-Treasurer for the Village of Fox Point, and the Village Board approve her appointment.

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; matches between members, lessons with racket sports professionals, club leagues, and social mixers. 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: _____

Hi Scott,

I plan to attend the meeting on Feb 9th, but I'm sending these comments in advance in case I don't get the opportunity to speak.

I live at 7815 N Boyd Way, and have done so since 2005. My home is directly behind the paddle ball courts and the tennis courts that are just directly north of the paddle ball courts. I love the peaceful, quiet village and my yard that backs up to the train tracks.

Summary:

I oppose the conditional use permit. Those of us on Boyd Way are already subject to the noise from the paddle ball courts. When I first moved here, the paddle ball court noise wasn't a problem but over years I've found the players to be louder, and the noise has increased in the last year or so, ever since the electric company has cleared the trees under the power lines.

Pickle ball is a much louder and more popular sport. It is played during the seasons when we want to open our windows and enjoy our patios.

I see there is mention of a "windscreen", but we would need more information about the proposed windscreen and how much it would reduce the noise.

I'm concerned that approving the request will have a negative impact on:

- my ability to enjoy my home and yard
- my mental health
- my property values

I've provided more detail about my specific concerns below, including some video that I took from my patio and an open bedroom window today.

Details:

1) Pickle ball is loud resulting in complaints and lawsuits around the country.

A quick google search for "pickle ball noise" brings up literally thousands of hits, including many local news stories where neighbors are complaining about the constant and irregular pattern of "pop-pop-pop". It is a loud sound and a much higher frequency than tennis – it's in the frequency that humans find most annoying.

It's been compared to gunshots, a vacuum cleaner, a constant faucet drip, the beep-beep of a backing up garbage truck. Neighbors complain that they cannot focus, their kids cant nap, they can't enjoy their private outdoor space and it brings stress and anxiety and impacts property values.

Here are a few links:

<https://www.nytimes.com/2023/06/30/sports/pickleball-noise-complaints-lawsuits.html>

- "It's like having a pistol range in your backyard," said John Mancini, 82, whose Wellesley, Mass., home abuts a cluster of public courts.
- "It's a torture technique," said Clint Ellis, 37, who lives across the street from private club in York, Maine.
- "Living here is hell," said Debbie Nagle, 67, whose community in Scottsdale, Ariz. installed courts a few years ago.



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Shattered Nerves, Sleepless Nights: Pickleball Noise Is Driving Everyone Nuts

The incessant pop-pop-pop of the fast-growing sport has brought on a nationwide scourge of unneighborly clashes, petitions, calls to the police and lawsuits, with no solution in sight.

www.nytimes.com

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<https://www.npr.org/2023/06/08/1181131598/fixing-pickleballs-noise-problem>



Fixing pickleball's noise problem

Pickleball is one of America's fastest growing sports, but it has a noise problem. Bob Unetich is working to fix it.

www.npr.org

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BOB UNETICH: You can't take pop, pop, pop for 12 hours a day every day and remain sane.

CHANG: No, you can't. And so he began to dig into it.

UNETICH: Pickleball sound exists right in that most sensitive range. An interesting thing I learned along the way is that garbage truck backup beepers are right in the same pitch of pickleball. Why did they pick that sound for beepers? Because it's the most annoying frequency.

<https://www.youtube.com/watch?v=W41BB3Aq8zg>

This is a news story from a community where pickle ball is played close to homes. There are hunddres of links to stories exactly like this.

2) Player noise

Court sports are a social sport, and people talk to each other across the net... often times quite loudly. I have to assume that the "human noises" will be similar to that which us neighbors hear from the paddle ball courts. Sometimes the language we hear from the courts is inappropriate for a neighborhood filled with little kids.

As I write this message, I'm sitting in my second floor office and I can hear some of the player celebrations and sorrows with my windows closed.

While paddle ball is primarily a winter game, pickle ball is a warm weather game that is becoming incredibly popular. My windows are open much of the summer and I like to use my patio. I do not want to hear people playing the game for 12-13 hour a day.

Here are a couple of videos that I took today.

From my upstairs open window this morning. I took 3 minutes of video and edited it down to under 2 minutes.

<https://youtu.be/3EZ1Y3d93Og>

From my patio this morning:

<https://www.youtube.com/shorts/HlXt6ovv6ko>

3) Social / group noise

During league play, every court would be in use, with extra players on the sideline, waiting their turn, watching, cheering for the good shots, etc. And social mixers, well that's just another name for parties.

While it's not specifically stated in the application, I would assume that the mixers/social events would take place in the existing clubhouse.

In my 18 years of experience with the paddle ball clubhouse, I have called the police a couple of times when the noise was really loud late at night. While the lights on the courts go out automatically at 10pm, often times the party continues in/out of the clubhouse.

On several occasions (as recently as this summer) I've called the Town Club management the next day and they say they'll try to deal with the issue but it's not really possible for them to know exactly who was there making the noise. Nothing changes. Some nights I can stand on my patio at 10:30 at night and play name that tune.

In Conclusion:

Let's do the right thing for the neighborhood and not allow this use of the Town Club tennis courts.

Amy Barth
7815 N Boyd Way

Scott,

I live at 7805 N Boyd Way. The Town Club paddle courts and tennis courts are directly in my backyard. We have been here nearly 10 years and I find it unfathomable that the Village is considering allowing the Town Club to install pickle ball courts. I am not sure if I can make the meeting next Tuesday to discuss this, so I wanted to get my thoughts to you beforehand.

In no way should this club be allowed to expand anything. We should be looking to tear down the Paddle Ball courts that were somehow allowed to be installed. As I write this, I am listening to the music and screaming of two groups currently playing. It's 30 degrees outside, so my windows are closed, but I can still hear all the noise pollution. The noise starts at 8am everyday and continues typically until after 11pm. It's a constant source of irritation and frustration, and these words aren't even strong enough. My wife and I have talked of moving, but with the market the way it is we are stuck. There is no way to peacefully enjoy our backyard. Our windows never come open from the spring all the way to the fall when most people would enjoy such things. The quality of life in the blocks anywhere near this club is significantly diminished.

There is no repercussion to any of the abhorrent behaviour shown by the members of this club. I have tried to call the clubhouse directly to ask the members to turn down the music and stop the noise. This doesn't work. I have tried to call the Town Club management to see if they can assist or at least turn off the music. (Again, I can't believe we allowed speakers to be installed). This does not work. I have on a few occasions called the Fox Point Police Department so see if they could quiet them down. This also does not work.

Now onto the pickle ball courts. So many news stories from across the country have reported how pickle ball has completely ruined neighborhoods. The noise would be 10 times worse than the already unacceptable paddle courts. There is no curtain in the world that will make this alright. It astonishes me that this is even being considered. Please do not allow this to happen. This club is already ruining quality of life in this neighborhood that is supposedly one of the best in Southeast Wisconsin.

Thank you for your time and consideration,

Kevin King