

**NOTICE OF MEETING
VILLAGE OF FOX POINT VILLAGE
BOARD MEETING
AMENDED TO REMOVE 5A; AQUATIC
FACILITY CONCEPTS, 2/12/24**

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

**TUESDAY
FEBRUARY 13, 2024
7:00 P.M. OR IMMEDIATELY
FOLLOWING THE CLOSED SESSION
WHICHEVER IS LATER**

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/81208654034>

Meeting ID: 812 0865 4034

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. There was no February meeting.

b. Pool Committee Report

1. Chair Tirado will be attending to give the report.
[Pages 1-4]

4. **Consent Agenda** – All items listed under the Consent Agenda will be approved in one motion without discussion unless any Board member requests that the item be removed for individual discussion and possible action. Any item(s) so removed shall be considered individually prior to consideration of any New Business agenda items in the same order in which they were originally listed in the Consent Agenda.
 - a. Approve the minutes of the January 9, 2024 Village Board and Public Hearing meeting.
[Pages 5-11]
 - b. Accept the bid of Structural Solutions LLC in the amount of \$265,490 for the rehabilitation of sanitary sewer manholes in the Village and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated February 6, 2024.
[Pages 12-15]
 - c. Accept the proposal of Kapur & Associates in the amount of \$34,665 for construction management and inspection of the sanitary sewer manhole rehabilitation project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated February 6, 2024.
[Pages 16-19]
 - d. Reject all bids received for the 2024 Lake Drive Utilities project per the Director of Public Works' memorandum dated February 6, 2024.
[Pages 20-21]
 - e. Accept Change Order No. 1 from Kapur & Associates in the amount of \$31,200 to prepare a separate bid and contract document that separates the Lake Drive storm sewer and water main bid items and bids only the storm sewer components and authorize the Village President and Village Clerk/Treasurer to sign the change order per the Director of Public Works' memorandum dated February 6, 2024.
[Pages 22-26]
 - f. Accept the proposal from Kapur and Associates for the amount of \$19,745 for the water main replacement, walking path replacement and road resurfacing on Nokomis Court and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memo dated February 8, 2024.
[Pages 27-31]
 - g. Confirm of the President's appointment of Brian Tobiczkyk to the Building Board effective March 1, 2024 to replace Jeff Weber for the remainder of the term ending 2025.
 - h. Approve of MOU with Village of Shorewood regarding interconnect between the Village of Whitefish Bay and the Village of Shorewood.
[Pages 32-36]
 - i. Appoint Election Inspectors for the two-year term of January 1, 2024 through December 31, 2025, per the Village Clerk's memorandum updated February 5, 2024.
[Pages 37-38]
 - j. Approve payment of the bills in the amount of \$2,374,987.30 for the period January 1, 2024 through January 31, 2024 per the report submitted by the Village Manager.
[Pages 39-53]

5. Unfinished Business

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

[Pages 54-79]

6. New Business

a. Accept the bid of UPI in the amount of \$3,545,457 for the 2024 Bradley Road reconstruction project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated February 6, 2024.
[Pages 80-84]

b. Accept the proposal of Baxter & Woodman in the amount of \$215,770 for construction management and inspection activities associated with the 2024 Bradley Road reconstruction project and authorize the Village President and Village Clerk/Treasurer to sign the contract per the Director of Public Works' memorandum dated February 6, 2024.
[Pages 85-93]

c. Resolution of Appreciation for Building Board member Jeff Weber.

Consideration of a Resolution of Appreciation for Jeff Weber honoring his 10-year commitment to the Fox Point Building Board.

[Page 94]

7. Future Agenda Items

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

8. Announcements

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

- a. President Symchych**
- b. Trustee Fonstad**
- c. Trustee Sumner**
- d. Trustee Ollman**
- e. Trustee Anderson**
- f. Trustee Aelion**
- g. Trustee Stoltz**
- h. Manager Botcher**
 - i. Fox Point-Bayside School Information**

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)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically, the sale of Village owned property in the City of Glendale.

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.Adjournment

NEXT REGULAR VILLAGE BOARD MEETING:

March 12, 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."

February 7, 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 met on January 31, 2024 at Village Hall. All five members of the committee were present. Assistant Village Manager Kevin Ausman participated in the meeting as a representative of the Village staff.

We spent the majority of the meeting discussing the committee's role in assisting in finding an appropriate fundraising entity for the construction of a new pool. Village attorney Eric Larson participated in the meeting remotely via Zoom. Mr. Larson provided a legal opinion of the role the committee has in relation to an independent fundraising entity. After reviewing and discussing the legal opinion, we agreed that the committee will not be finalizing the bylaws nor appointing the board of directors for a fundraising entity. Instead, the finalization of the bylaws and creation of a fundraising entity will be completed by individuals who have expressed interest in forming such an entity.

In December, the Committee conducted a request for participation in such a fundraising entity and received nine (9) responses from individuals interested. As Chair, I will assist in having this group of individuals meet in order for them to continue the process of forming a non-profit organization for the purpose of private fundraising that would pay for a portion of the costs of new pool construction. I will also pass along the draft bylaws to this group as such bylaws have been legally reviewed by a local, volunteer attorney.

It was determined that the purpose of establishing a Municipal Pool Citizens Committee has been completed. No other meetings are planned. Thank you for the opportunity to be of service to the Village of Fox Point.

Municipal LAW

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

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

730 N. GRAND AVENUE
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PAUL E. ALEXY
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SAMANTHA R. SCHMID
CHRISTOPHER R. SCHULTZ
LUCAS C. LOGIC
BENJAMIN T. CROCKETT
GREGORY M. PROCOPIO
ADAM J. MEYERS

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

January 19, 2024

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

**Re: Pool Fundraising
 Legal Recommendations**

Dear Mr. Botcher:

I received your request that I provide the Pool Committee and others involved in pool fundraising legal guidance regarding a 501(c)3 non-profit organization. I have had an opportunity to carefully consider this matter.

Years ago, the Footbridge Friends raised funds for the Ravine Lane footbridge. I suggest the Village use a similar arrangement for raising funds for the municipal pool. I note the following comments, questions, concerns, and recommendations in this regard.

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

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

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Scott Botcher
January 19, 2024
Page 2

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

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

2. Fundraising. If donations would be collected by a third party, numerous legal and practical problems could be significantly minimized. For example:
 - a. Donor Interest. Donors may be more willing to contribute to a municipal foundation than a local government. It may be more rewarding to know that the donation is used to serve the municipal foundation's mission of community service, than to know that the donation is the same as an extra tax payment.
 - b. Outside Statutory and Political Expenditure Constraints. Because the Foundation is independent of the local government, expenditures can be made that might appear to be excessive or unnecessary if the same expenditure would be made by the government.
 - c. Open Avenues for Funding. Many grant programs are available to private entities that are not available to governments. It may be that the friends group could raise funds for this project that the Village could not obtain directly.
3. Do Not Appoint Non-Profit Members. Wisconsin Statutes Section 19.82(1) defines a "Governmental Body" as follows for purposes of open meetings laws:

means a state or local agency, board, commission, committee, council, department or public body corporate and politic created by constitution, statute, ordinance, rule or order; a governmental or quasi-governmental corporation except for the Bradley center sports and entertainment corporation; a local exposition district under subch. II of ch. 229; a long-term care district under s. 46.2895; or a formally constituted subunit of any of the foregoing, but excludes any such body or committee or subunit of such body which is formed for or meeting for the purpose of collective bargaining under subch. I, IV, or V of ch. 111.

Therefore, a committee created by a governing body is itself a governing body. The League of Wisconsin Municipalities, in its legal opinion opined regarding whether a committee comprised of 2 board members and 3 citizens constituted a

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Scott Botcher
January 19, 2024
Page 3

"governmental body" within the meaning of Wis. Stats 19.82(1). The League opined the following regarding this committee:

For two separate and distinct reasons, I am of the opinion that the subject committee must be perceived to be a governmental unit for purposes of the open meeting law. First, on its face, s. 19.82 (1) expressly prescribes that a local committee falls within the purview of the statutory term "governmental body." No exceptions are specified under s. 19.82 (1) to excuse certain types of legally established committees from complying with the requirements of the open meeting law. Consequently, if a locally created body constitutes a committee in name or in substance, it should seemingly be construed to be a governmental body under s. 19.82 (1).

Also, I am of the opinion that when the village board formally established the study committee, and confirmed the village president's appointments of the body's members, a subunit of the village board was created.

The Pool Committee is not authorized to appoint the members of the non-profit entity, therefore. The new entity would itself be a sub unit of the Village government if the Pool Committee did so, which is not the intent. The charge to the Pool Committee is to "assist" the non-profit, not to appoint its members.

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

Very truly yours,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/BTC/em

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

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
JANUARY 9, 2024**

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, January 9, 2024 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 (via Zoom)
Trustee Liz Aelion
Trustee Jennie Stoltz

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

No comments were made; therefore, President Symchych closed public comment.

COMMITTEE REPORTS

PLAN COMMISSION

The Village Board received a report from Trustee Fonstad. The Plan Commissions' review and recommendation at the January 1, 2024 meeting with the following:

The Land Combination and Certified Survey Map regarding 6990 N Barnett Lane, Fox Point concerning a combination of lots at 6990 N Barnett Lane.

The land combination was presented with a memo from Director of Public Works regarding it involving a vacated portion of Green Tree Road. Subsequent to the first distribution of the material for the Plan Commission, the village staff distributed some additional information which clarified that the land that is subject to this proposed land combination was vacated by the village in 1978. By law, it was required to be deeded to the property owner. The property line was never removed and that was the subject of the land combination. During the Plan Commission's review of this application, it was noted that the survey map that was submitted by the land owner had a different dimension in it than from the 1978 map that was included in some of the materials. The Plan Commission was not able to resolve that discrepancy so the Plan Commission recommended the land combination be approved, subject to the staff investigating the discrepancy between the survey in the village records and report to the Board at the time the land combination is brought before the Board. It is not on the agenda this month, so staff is still looking into that.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
JANUARY 9, 2024**

VB Agenda Pckt 02132024
Page 6 of 94

POOL COMMITTEE

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

PUBLIC HEARINGS

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

Open Public Hearing

Motion by President Symchych, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to open the public hearing at 7:05 p.m., regarding the consideration of a Conditional Use Permit per the F-Institutional district requirements for The Town Club, d/b/a, The Town Club, 7950 N Santa Monica Blvd.

Public Comment

Amy Barth, 7815 N Boyd Way

Ms. Barth is opposed to the conditional use permit to allow pickleball, due to the noise, which is extremely loud and intense. It is extremely loud with volume and intensity.

Stephen Spadafora, 7731 N Club Circle

Mr. Spadafora supports the Town Club conditional use permit to allow for pickleball.

Kevin King, 7805 N Boyd Way

Mr. King is opposed to the conditional use permit to allow for pickleball, due to the noise.

Brian Hartnett, 7801 N Boyd Way

Mr. Hartnett is opposed to the conditional use permit due to the noise and lights, which have been difficult. the noise has been difficult.

Sarah Koehn, 7901 N Santa Monica Blvd.

Ms. Koehn is in full support of the conditional use permit allowing pickleball. The social aspect and activities the club offers is vital to maintaining young families in the community.

Andrew Roberts, 413 E Appletree Rd

Mr. Roberts is in full support of The Town Club and their proposal to upgrade the courts to support pickleball. The Town Club is a safe, social environment for children. The stewardship of the club is that they are willing to do this in a way that works for the community.

William Stalle, 7342 N Longacre Rd

Mr. Stalle stated he is in full support. The Town Club is a great place for the community to gather and socialize.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
JANUARY 9, 2024**

VB Agenda Pckt 02132024
Page 7 of 94

Vice President Peter Klug, Representative of The Town Club, 7950 N Santa Monica Blvd.

Mr. Klug is in support of the pickleball courts with the updates to the courts. They are a vital part of the community and work to be a place for the community. The bank of courts is unplayable right now. The courts would need to be restarted and retreaded, due to foundation shifting, to be used for pickleball. The courts would be restriped at this time. Pickleball has been played for the last 3 years and tennis for the last 10 years. Noise reduction screening around the court is being fully supported by the Town Club. This is only a daytime sport and will not be played at night.

Paula Rivet, 7957 N Fairchild Rd

Ms. Rivet suggested reducing hours with a later start in the morning and an earlier closing time for the pickleball courts.

Peter Coffey, 6818 N Barnett Ln

Mr. Coffey is in support as the benefits are significant for Fox Point and having access offers quality of life.

There were no other comments.

Close Public Hearing

Motion by President Symchych, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to close the public hearing at 7:26 p.m., regarding the consideration of a Conditional Use Permit per the F-Institutional district requirements for The Town Club, d/b/a, The Town Club, 7950 N Santa Monica Blvd.

CONSENT AGENDA

- a. Approve the minutes of the December 12, 2023 Village Board and Public Hearing meeting.
- 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.
- 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.
- d. Adopt Resolution to designate International Migratory Bird Day to be on May 18, 2024 in the Village of Fox Point.
- 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.
- 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.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
JANUARY 9, 2024**

VB Agenda Pckt 02132024
Page 8 of 94

The following consent agenda items were withdrawn: Trustee Stoltz withdrew Item 5d, Trustee Aelion withdrew Item 5c, and Trustee Ollman withdrew Item 5e.

Motion by President Symchych, seconded by Trustee Aelion, and carried by roll call vote (7-0), to approve the consent agenda, to include consent agenda items 5a, 5b, and 5e.

APPROVE WASTE MANAGEMENT CONTRACT

Motion by Trustee Fonstad, seconded by President Symchych, and carried by roll call vote (7-0), to approve the contract as proposed in the agenda packet with such other changes and clarifications that staff make and are determined appropriate.

PROPOSALS OF WACHTEL TREE SCIENCE IN THE AMOUNT OF \$45,000 FOR PERFORMING A 5-YEAR VILLAGE STREET RE-INVENTORY AND THE AMOUNT OF \$3,250 FOR STAFF TRAINING AND PUBLIC ENGAGEMENT (Consent Agenda Item 5c)

Motion by President Symchych, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to Accept the Wachtel Tree Science proposal, as presented.

RESOLUTION TO DESIGNATE INTERNATIONAL MIGRATORY BIRD DAY (Consent Agenda Item 5d).

Motion by President Symchych, seconded by Trustee Anderson, and carried by roll call vote (7-0), to adopt a Resolution to Designate International Migratory Bird Day to be on May 18, 2024 in the Village of Fox Point.

PIPELINE CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD (Consent Agenda Item 5e)

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

RESOLUTION OF COMMENDATION FOR RETIRING VILLAGE CLERK-TREASURER KELLY MEYER

Motion by President Symchych, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to adopt a Resolution of Commendation for Retiring Village Clerk-Treasurer Kelly Meyer honoring her nearly 10-year employment with the Village.

APPOINTMENT OF VILLAGE CLERK-TREASURER

Motion by Trustee Anderson, seconded by Trustee Fonstad, and carried by roll call vote (7-0), to confirm Village President Christine Symchych 's appointment of Sara A. Bruckman to the office of Village Clerk/Treasurer, effective on January 29, 2024.

FOUR-WAY STOP SIGN AT THE INTERSECTION OF CALUMET ROAD AND SANTA MONICA BLVD.

A Board discussion took place; no action was taken.

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
JANUARY 9, 2024**

VB Agenda Pckt 02132024
Page 9 of 94

**CONDITIONAL USE PERMIT PER F-INSTITUTIONAL DISTRICT REQUIREMENTS FOR
THE TOWN CLUB, D/B/A, THE TOWN CLUB, 7950 N SANTA MONICA BLVD**

Village Attorney Eric Larson reminded the Board the four standards that were applied to this application and met. As recalled, the Plan Commission recommended in favor and found that these four standards were met. The standards that the ordinance applies are:

1. Whether it is appropriate in the location proposed
2. Compatible with the neighborhood
3. Not detrimental to the property values of surrounding property
4. Keeping with the residential character and quality of the village

Village Attorney Eric Larson asked that as the Board proceeds, consider the four standards of the ordinance.

Trustee Fonstad gave a synopsis of the Plan Commissions consideration of the conditional use permit and conditional use order. The Town Club pointed out there are arborvitaes surrounding the court and they would put up a wind screen designed to reduce the sound of the pickleball by 50 percent.

Trustee Fonstad stated there are a few things missing in the conditional use order and asked that staff work on this prior to the Board's approval of the following:

1. The noise screen was suggested to be a condition that is explicitly in the conditional use order.
2. The arborvitaes are not continuous and should completely surround the courts; it appears the southwest corner has a gap.
3. The court side facing the railroad tracks, does not seem to have vegetation like arborvitaes.
4. No lights around the court should be added as a restriction on the conditional use order.

Leagues, social mixers and lessons is a scaling up of the operation considerably. The village should find a way to mitigate the noise and residents should have the ability to have the quiet enjoyment of their property.

Other points brought up by Board members were the following:

1. A potential change in the hours of the pickleball activity
2. Encourage The Town Club and Neighbors to discuss together
3. Complete the planting of arborvitaes surrounding the pickleball court
4. Club Leagues and Social Mixers need to be defined
5. Neighbors should not be prohibited from filing a noise complaint, if necessary
6. Limit the hours of court time
7. Verification the sound is reduced

Without objection and by unanimous consent the Board asked Village Attorney Eric Larson to prepare both a denial of the conditional use order, specifying the reasons for the denial and a new conditional use order clarifying the appropriate restrictions.

FUTURE AGENDA ITEMS – None

Without objection and by unanimous consent, President Symchych moved the announcement up prior to the closed session to allow non-necessary staff members to head home due to the weather.

ANNOUNCEMENTS

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
JANUARY 9, 2024**

VB Agenda Pckt 02132024
Page 10 of 94

President Symchych announcements were as follows:

- I. Yesterday, January 8, 2024 was a fascinating ICC meeting. Fox Point has had some tax issues this year and it has certainly not been favorable. The tax software LandNav issues have been exponentially larger than Fox Point's issues. ICC demanded that LandNav show up. All 17 of the municipalities admonished them for over an hour. LandNav tax software will be on the next agenda until the issues are fixed. While Fox Point's issue is not good and President Symchych would not prefer to have our Nicolet UHS issue again, other municipalities are having huge issues. President Symchych is thankful that we were an early adopter of the software last year and that our Clerk Treasurer Kelly Meyer worked very, very hard to make sure that Fox Point had not nearly the issues that other municipalities are having right now.
- II. Sales tax issue has changed since 1/1/2024. The City of Milwaukee is now different than Milwaukee County. Because we are in Fox Point, we have a shared zip code of 53217. If you go and buy something online, it populates sometimes as Milwaukee instead of Fox Point. The Mayor of Glendale was on the news last night because Netflix is billing Glendale residents with City of Milwaukee's tax rate, where it shouldn't be. That was also an issue at the ICC. Many of the municipalities have shared zip codes with the City of Milwaukee. Some business straddle municipal lines. They received a lot of information on how that is generated from third party vendors. Fox Point will be receiving standard language from the Department of Revenue that will be placed in the weekly notifications to send out to our residents and that will inform them of what to do if they have been inappropriately billed with City of Milwaukee's sales tax. Legal language will be passed on to Assistant Manager Kevin Ausman to be placed in the weekly notifications.

Trustee Fonstad had no announcements.

Trustee Sumner had no announcements.

Trustee Ollman wished Village Clerk Treasurer Kelly Meyer farewell.

Trustee Anderson announced the North Shore Library Board typically meets the third Thursday at 9:00 a.m. For the next two onset meetings, in January and February, the Board will meet at 8:00 a.m.

Trustee Aelion had no announcements.

Trustee Stoltz had no announcements.

Manager Botcher had no announcements.

Village Clerk Treasurer announced her retirement and said farewell to the Fox Point Community.

CLOSED SESSION

Motion made by President Symchych, seconded by Trustee Fonstad, to convene into closed session at 8:31 p.m., Pursuant to State Statutes Sections:8:31 pm:

- 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.*

**VILLAGE OF FOX POINT
VILLAGE BOARD MEETING MINUTES
JANUARY 9, 2024**

VB Agenda Pckt 02132024
Page 11 of 94

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

Carried by roll call vote (7-0).

Respectfully submitted,

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

RECONVENE INTO OPEN SESSION

Motion made by President Symchych, seconded by Trustee Fonstad and carried by roll call vote (7-0), to reconvene into open session at 9:28 p.m.

President Symchych announced that the Village Board has completed its review of the Village Manager and approves his performance. Effective January 1, 2024 the Village Manager's compensation will be increased to \$149,350 per annum. Motion by Symchych, second by Fonstad, and carried by roll call vote (7-0)

ADJOURNMENT

Motion made by Trustee Fonstad, second by Trustee Ollman, and carried by roll call vote (7-0) to adjourn the Village Board meeting at 9:31 p.m.

Respectfully submitted,

Scott A. Botcher
Village Manager



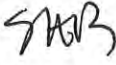
VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: February 6, 2024

Re: 2024 Manhole Rehabilitation Project

As part of the Village of Fox Point's ongoing capital improvement projects, the Department of Public Works coordinated the rehabilitation of approximately 156 sanitary sewer manholes.

The bid requires the contractor to line the interior of the manholes to prevent infiltration into the manholes, replacing sanitary manhole steps, installing or replacing the manhole cover gasket, and installing internal seals.

Four contractors submitted bids to perform the work with the bid price ranging from \$265,410 up to \$495,674. The low bidder is Structured Solutions out of Union City, IN. Considering that Structured Solutions has not performed work in the Village previously, Kapur & Associates, our consultant for the project, checked their references and past work performed and found that they are capable of performing the work.

Therefore, it is my recommendation that the Village Board award the manhole rehabilitation project to Structured Solutions in the amount of \$265,410 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village. The Village has budgeted \$360,000 to perform manhole rehabilitation and inspection services and the work is well within budget.



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

January 19, 2024

Mr. Scott Brandmeier
Village of Fox Point
7200 North Santa Monica Boulevard
Fox Point, Wisconsin 53217-3505

RE: 2024 Sanitary Manhole Rehabilitation Project
Village of Fox Point

Dear Mr. Brandmeier:

Bids were received from four (4) Contractors to complete the 2024 Sanitary Manhole Rehabilitation Project: Structural Solutions, LLC., The Expeditors, Inc., Visu-Sewer, Inc. and Hydro-Klean, LLC.

Structural Solutions, LLC., was the low bidder with a base bid amount of \$265,410.00. However, after reviewing their bid, it was determined that they had a mathematical error in the base bid and their actual total cost to perform the work is \$265,490.00. They have submitted a written explanation of the automatic error made on the bid tabulation and agreed to complete this project in submitted amount of \$265,410.00.

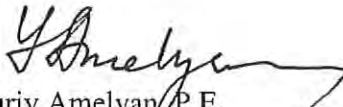
We have checked the references for Structural Solutions, LLC., and based on that information we believe the firm is capable of completing the work required for this project.

Kapur & Associates, Inc. recommends the award of this contract to Structural Solutions, LLC., in the amount of \$265,410.00.

I have included a bid tabulation of all bidders for your records.

Should you have any comments or need additional information, please call me at (414) 751-7285.

Sincerely,



Yuriy Amelyan, P.E.
Project Manager

Enclosures



BID OPENING: 11:00 a.m. on Thursday, January 18, 2024

Structured Solutions	The Expeditors, Inc.	Visu-Sewer	Hydro-Klean
814 W Pearl St	139 N Main St	W230 N4855 Betker Dr	333 NW 49th Place
Union City, IN 47390	Dousman, WI 53118	Pewaukee, WI 53072	Des Moines, IA 50313
800-518-8971	800-657-0879	262-695-2340	515-283-0500

A.	UNIT PRICE BASE BID										
ITEM #	ITEM	QTY.	UNIT	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
BASIN 4 & 7											
1	Sanitary Manhole Lining	1,225	VF	\$ 130.00	\$ 159,250.00	\$ 130.00	\$ 159,250.00	\$ 138.00	\$ 169,050.00	\$ 262.86	\$ 322,003.50
2	Manhole Barrel Joint Injection Grouting	25	EACH	\$ 150.00	\$ 3,750.00	\$ 375.00	\$ 9,375.00	\$ 310.00	\$ 7,750.00	\$ 425.00	\$ 10,625.00
3	Replace Sanitary Manhole Steps	26	EACH	\$ 75.00	\$ 1,950.00	\$ 129.00	\$ 3,354.00	\$ 137.50	\$ 3,575.00	\$ 80.00	\$ 2,080.00
4	Install/Replace MH Cover Gasket	67	EACH	\$ 114.00	\$ 7,638.00	\$ 87.00	\$ 5,829.00	\$ 126.50	\$ 8,475.50	\$ 95.00	\$ 6,365.00
5	Install Manhole Chimney Internal Seal	1	EACH	\$ 855.00	\$ 855.00	\$ 655.00	\$ 655.00	\$ 935.00	\$ 935.00	\$ 650.00	\$ 650.00
6	Replace Deteriorated Asphalt Pavement Around Manhole	15	TON	\$ 900.00	\$ 13,500.00	\$ 900.00	\$ 13,500.00	\$ 275.00	\$ 4,125.00	\$ 750.00	\$ 11,250.00
7	Install/Replace Manhole Adjustment Ring	1	EACH	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00	\$ 440.00	\$ 440.00	\$ 1,200.00	\$ 1,200.00
SUBTOTAL FOR BASINS 4 & 7:					\$ 187,743.00		\$ 192,863.00		\$ 194,350.50		\$ 354,173.50
				Submitted: \$ 187,663.00							
BASIN 6											
1	Sanitary Manhole Lining	380	VF	\$ 130.00	\$ 49,400.00	\$ 130.00	\$ 49,400.00	\$ 138.00	\$ 52,440.00	\$ 262.86	\$ 99,886.80
2	Replace Sanitary Manhole Steps	21	EACH	\$ 75.00	\$ 1,575.00	\$ 129.00	\$ 2,709.00	\$ 137.50	\$ 2,887.50	\$ 425.00	\$ 8,925.00
3	Install/Replace MH Cover Gasket	18	EACH	\$ 114.00	\$ 2,052.00	\$ 87.00	\$ 1,566.00	\$ 126.50	\$ 2,277.00	\$ 95.00	\$ 1,710.00
4	Install Manhole Chimney Internal Seal	13	EACH	\$ 855.00	\$ 11,115.00	\$ 655.00	\$ 8,515.00	\$ 935.00	\$ 12,155.00	\$ 650.00	\$ 8,450.00
5	Replace Deteriorated Asphalt Pavement Around Manhole	5	TON	\$ 900.00	\$ 4,500.00	\$ 900.00	\$ 4,500.00	\$ 275.00	\$ 1,375.00	\$ 750.00	\$ 3,750.00
SUBTOTAL FOR BASIN 6:					\$ 68,642.00		\$ 66,690.00		\$ 71,134.50		\$ 122,721.80
BASIN 1											
1	Sanitary Manhole Lining	45	VF	\$ 130.00	\$ 5,850.00	\$ 130.00	\$ 5,850.00	\$ 138.00	\$ 6,210.00	\$ 262.86	\$ 11,828.70
2	Manhole Barrel Joint Injection Grouting	11	EACH	\$ 150.00	\$ 1,650.00	\$ 450.00	\$ 4,950.00	\$ 310.00	\$ 3,410.00	\$ 425.00	\$ 4,675.00
3	Install Manhole Chimney Internal Seal	1	EACH	\$ 855.00	\$ 855.00	\$ 655.00	\$ 655.00	\$ 935.00	\$ 935.00	\$ 650.00	\$ 650.00
4	Seal Leaking Pipe Connection in Manhole	5	EACH	\$ 150.00	\$ 750.00	\$ 800.00	\$ 4,000.00	\$ 310.00	\$ 1,550.00	\$ 325.00	\$ 1,625.00
SUBTOTAL FOR BASIN 1:					\$ 9,105.00		\$ 15,455.00		\$ 12,105.00		\$ 18,778.70
TOTAL SANITARY MANHOLE REHABILITATION - BASE BID:					\$ 265,490.00		\$ 275,008.00		\$ 277,590.00		\$ 495,674.00
				Submitted: \$ 265,410.00							

Yuriy Amelyan, PE

From: Joshua Price <jprice@structuredsolutions.us>
Sent: Friday, January 19, 2024 11:53 AM
To: Yuriy Amelyan, PE
Cc: Ben Price; Jon Moore
Subject: RE: Fox Point, WI - 2024 Sanitary Manhole Rehabilitation

You don't often get email from jprice@structuredsolutions.us. [Learn why this is important](#)

Yuriy,

Yes, the base bid amount of \$265,410 is correct. We had a typo on our submitted bid form. We can complete the project for \$265,410.

Thank You,



STRUCTURED
SOLUTIONS, LLC



Joshua Price
Estimator
Structured Solutions

 800-518-8971 | 765-993-6000
 jprice@structuredsolutions.us
 www.structuredsolutions.us
 814 West Pearl Street, Union City, Indiana 47390

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From: Yuriy Amelyan, PE <yamelyan@kapurinc.com>
Sent: Friday, January 19, 2024 11:22 AM
To: Joshua Price <jprice@structuredsolutions.us>
Cc: Ben Price <bprice@structuredsolutions.us>; Jon Moore <jmoore@structuredsolutions.us>
Subject: RE: Fox Point, WI - 2024 Sanitary Manhole Rehabilitation

Jashua,

In order to award this project to the Structural Solutions we need your conformation that: Structural Solutions LLC., confirm to perform this project in submitted total base bid amount of \$265,410.

Thanks,

Yuriy Amelyan, PE



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 of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: February 6, 2024

Re: 2024 Manhole Rehabilitation Construction Management and Inspection Services

The 2024 Manhole Rehabilitation Project was bid on January 18, 2024 and the apparent low bidder is Structural Solutions, LLC in the amount of \$265,410. Under the contract, the contractor is required to be substantially complete no later than 90 days after the date of issuance to the notice to proceed.

Typically, staff requests that the engineer who performed the inspection also provide the construction inspection contract for the rehabilitation project. Staff requested Kapur Inc. to submit a proposal to perform the inspection services and they have submitted a proposal in the amount of \$34,665.

After reviewing the contract, hours and fees, I am of the opinion the proposal is fair and reasonable. As with the vast majority of our construction inspection contracts, Fox Point will only be invoiced for the hours actually incurred; so, if the contractor completes the work in less than the estimated time included in the agreement, the actual fees expended will likely decrease. Therefore, it is my recommendation that the Village award the inspection contract for the 2024 Manhole Rehabilitation construction inspection services contract to Kapur, Inc. and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.

November 29, 2023

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

RE: Sanitary Manhole Rehabilitation Construction Management

Dear Scott,

Kapur is pleased to submit this proposed contract to provide construction management services for the rehabilitation of 156 Sanitary Manholes in basins #1, #4, #6 and #7.

SCOPE OF SERVICES INCLUDES:

The scope of construction management services for 2024 sanitary manhole rehabilitation project includes:

- Meetings with the Village Staff, Contractors and residents
- Shop drawing/submittals review and approval
- Construction inspection: assumes 50 working days at 6 hours per a day.
- QTY's review and payment recommendation
- Project close out activities, As-Builts, incorporation into GIS system

SCHEDULE

Construction management will be performed in spring-summer 2024

FEES AND BILLINGS

The professional fees for the work as described above and in the attached breakdown are estimated to be: \$34,665.00.

The fees will be charged as time and materials not to exceed.

ACCEPTANCE

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

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

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

Article 1 Scope of Services

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

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

Article 2 Schedule of Services

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

Article 3 CLIENT's Responsibility

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

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

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

Article 4 Payment Terms

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

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

Article 5 Term and Termination

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

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

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

Article 6 Indemnity

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

Article 7 Ownership and Copyright of Documents

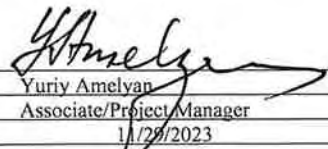
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional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

Article 8 Electronic Media

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

ENGINEER

Kapur

By: 
Print: Yuriy Amelyan
Title: Associate/Project Manager
Date: 11/29/2023

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

Village of Fox Point

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

COST NOT TO EXCEED
2024 SANITARY MANHOLE REHABILITATION CONSTRUCTION MANAGEMENT (156 Each)
VILLAGE OF FOX POINT, WISCONSIN

TASK		Project Manager	Construction Inspector	Cad Technician	Total Task Hours	Total Task Cost
		\$185.00	\$100.00	\$110.00		
1	Meetings with the Village Staff, Contractors and Residents	4			4	\$740.00
2	Shop drawing/submittals review and approval	2			2	\$370.00
3	Construction inspection (assuming 50 days of construction at 6 hours per day):		300		300	\$30,000.00
4	QTY's review and payment recommendation	4	4		8	\$1,140.00
5	Project close out activities, As-Builts, incorporation into GIS system	3	8	6	17	\$2,015.00
6	Reimbursable expenses					\$400.00
TOTAL CONSTRUCTION MANAGEMENT:		13	312	6	331	\$34,665.00





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 of Fox Point Village Board

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

Through: Scott Botcher, Village Manager *SNB*

Date: February 6, 2024

Re: Rejection of bids for the 2024 Lake Drive Utility Project

The Wisconsin Department of Transportation will be completing the Lake Drive replacement project in either 2025 or 2026 and Village staff have been evaluating replacement of storm sewer and water main infrastructure that are need of repair or replacement due to age, failures and/or poor performance. By doing these in advance of the DOT project, the new roadway would not need to be disturbed.

Kapur & Associates prepared the design for the work and the Village held a bid opening on January 25, 2024. One bid was received to perform the work from Globe Contractors in the amount of \$3,979,560.50. While the storm sewer portion of the work was within budget the water main work is about \$2.5 million over budget. Discussions with the contractor revealed that they were concerned about the traffic control along the 2.6 mile stretch of Lake Drive and their bid unit price for the water main (\$400 and \$430 per foot) was nearly three times the bid unit price for Bradley Road (\$150 per foot).

Staff and Kapur are recommending that the bids be rejected due to the cost of the work. After discussions with Kapur, DPW and water main utility staff, we are proposing that the storm water and water main work be bid separately. The storm sewer work will be bid in 2024 while the current plan is to scale back the water work and bid it in conjunction with the DOT road project. This will allow us to piggy back off the DOT road closure and create a more workable environment for the contractors.

Therefore, it is my recommendation that the Village Board reject the bids received. Staff will rebid the Lake Drive storm water project in the near future and present a recommendation to the Village Board once the work has been bid.



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 of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: February 6, 2024

Re: Change Order No.1 for the Lake Drive utilities project

In light of the bid for the Lake Drive water main and storm sewer infrastructure improvement project and the recommendation to reject the singular bid received for the work, staff analyzed the total cost of the respective storm sewer and water main components of the bid. While the water main components were nearly \$2.5 million more than budgeted, the storm sewer components were well within budget. Namely, the Village has budgeted \$1,170,000 to perform the storm sewer work (including design and inspections) and the bid prices reflected a cost of approximately \$975,000.

In discussing the bid result with the singular contractor, he noted that his primary concern for the cost of the work was traffic control associated with the water main work but felt comfortable that his storm sewer bid was more competitive as it did not require as much traffic control. I also reached out to another contractor to inquire if he would have the same concerns and if his company would be interested in bidding on just the storm sewer component if the bid items were separated. He indicated he would do so.

Based on the bid price received from the singular bidder, it is my opinion that the water main and storm sewer components should be separated into two separate contracts. Separating the components will allow us to bid the storm sewer work this spring, after the water main components in the contract documents have been removed, and to incorporate the water main components into the DOT let contract.

As for the water main components, staff participated in a conference call with the DOT and Kapur and learned the DOT is amenable to the Village including the water main work within the DOT let contract. The advantage to including the work in the DOT contract is that the traffic control and road closure is covered

under one contract (given the number of water main crossings that had been planned) and that we are likely to obtain more bids for the work while a disadvantage is that the contractor will have to ensure they meet the State and Federal bidding requirements (Davis Bacon wage rates, Buy American requirements). Nonetheless, it appears that this is the most logical approach to the water main work after discussing the matter with the contractor who bid the work and our consultant.

Kapur has submitted a change order to the Village to separate the design components, separately bid out the storm sewer work this year and include the water main work in the DOT let contract. Please note that there will be a separate contract for replacement of lead and water service laterals due to potential conflicts with property lines. This avoids the Village having to obtain temporary limited easements within the DOT framework.

The cost to perform this work is \$31,200. I have reviewed the hours and fees and find the cost to be reasonable. Therefore, it is my recommendation that the Village Board approve Change Order No. 1 from Kapur & Associates in an amount not to exceed \$31,200 and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.



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

CONTRACT CHANGE ORDER NO. 1

Lake Drive Drainage and Traffic Study, and Design

February 6, 2024

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

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

Revised scope of work:

- Separate combined Lake Drive Utilities Improvement project into two individual projects
- Prepare all necessary documents for bidding the Lake Drive Storm Sewer Improvement project in February and Award in March 2024: Contract Document, Cost estimate, Publishing, Bid Opening, Finalizing Bid Tab and Recommendation of low bidder, pre-bid walk through with prospective bidders.
- Assistance to obtain 7 (seven each) Right of Entries from residents: create legal descriptions and figures that show the areas for grading on private property.
- Calculate soil disturbance within the project limits and obtain NOI (Notice of Intent) permit from Wisconsin DNR
- Assistance to the Village to investigate storm/sanitary sewer overflow at 6530 N. Lake Drive and prepare recommendation for abandonment.
- Update WisDOT Deliverables for Inclusion of Water Main in the Lake Drive (STH 32) Resurfacing Project
 - Amend CEC Environmental Document and Design Study Report.
 - Amend Water Main Plans for combining with WDOT resurfacing project
 - Send a DT1078 Transmittal and a DT2236 Work Plan Request to existing utilities located in the corridor. Revise utility work deadlines and coordinate changes to facility representatives. Review utility work plans for potential conflicts with water main to be installed in the Lake Drive resurfacing project.
 - Update construction contract time for completion to account for water main work.





- Update title sheet, order of sheets, and project overview for a new Project ID and scope of work.
- Prepare water main special provisions, specifications, and bid documents in WisDOT format.
- Prepare a Proprietary Product Justification for the inclusion of Village required products from sole suppliers.

Our fees for the additional design services are \$31,200.00 are detailed on the attached Fee Schedule.

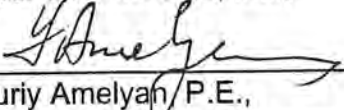
Contract Amount

The following is a summary of the revised contract amount:

Original Contract Amount	\$ 75,509.00
Additional Fees (Contract Change Order No. 1).....	\$ 31,200.00
Revised Contract Amount	\$106,709.00

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

For Kapur & Associates, Inc.,

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

Date: 2-08-2024

For the Village of Fox Point,

By: _____
Christine Symchych
Village President

Date: _____

By: _____
Sara Bruckman
Village Clerk/Treasurer

Date: _____





CCO #1

**LAKE DRIVE DRAINAGE AND TRAFFIC STUDY, RIGHT OF ENTRIES
VILLAGE OF FOX POINT, WISCONSIN**

TASK	Project Manager	Civil Project Engineer II	Civil Staff Engineer I	Engineering Tech / Designer II	Total Task Hours	Total Task Cost
	\$185.00	\$135.00	\$110.00	\$110.00		
Separate combined Lake Drive Utilities Improvement project into two individual projects. Prepare all necessary documents for the bidding Lake Drive Storm Sewer Improvement project in February and Award in March 2024: Contract Document, Cost estimate, Publishing, Bid Opening, Finalizing Bid Tab and Recommendation to low bidder, pre-bid walk through with prospective bidders	8	18		24	50	\$6,550.00
Assistance to obtain 7 (seven each) Right of Entries from residents: create legal descriptions and figures that show the area for grading on private property.	\$900 X 7 each					\$6,300.00
Calculate soil disturbance within the project limits and obtain NOI (Notice of Intent) permit from Wisconsin DNR	2	8			10	\$1,450.00
Assistance to the Village to investigate storm sewer overflow at 6530 N. Lake Drive and prepare recommendation for abandonment.	4	6			10	\$1,550.00
Lake Drive Traffic Study and Water Main Updates:						
a) Amend CEC and DSR	4	12			16	\$2,360.00
b) Amend Water Main Plans for combining with WDOT resurfacing project		16		24	40	\$4,800.00
c) DT1078 and DT2236 / Utility Coordination	2		24	2	28	\$3,230.00
d) Contract Time for Completion		2			2	\$270.00
e) Title Sheet, Order of Sheets, Project Overview				2	2	\$220.00
f) Special Provisions, Specifications, Bid Documents	2	14			16	\$2,260.00
g) Proprietary Product Justification	2	12	2		16	\$2,210.00
CCO #1 TOTAL:	24	88	26	52	190	\$31,200.00



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 of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: February 6, 2024

Re: Proposal for 2024 Nokomis Court water main and road resurfacing project

In light of the bid for the Lake Drive water main and storm sewer infrastructure improvement project and the recommendation to reject the singular bid received for the work, staff analyzed other projects that could be done in 2024. Water Utility staff suggested relaying the water main on Nokomis Court due to the fact that there have been five water main breaks on this approximate 900-foot stretch of water main in about 5 months, three of which happened in a 6 to 8 hour period in mid-January.

Given the available water main budget in light of the recommendation to not move forward with the Lake Drive water main work, I requested that Kapur provide the Village with a proposal to relay the water main on Nokomis Court (directionally drill), replace the water service laterals to the curb stop, replace the hydrants and valves, and repave the road. The proposal to repave the road is to address any excavations that occur as a result of the water main work but, given that the road is currently rated a 7, I am also proposing that only 2 inches of material be milled off and replaced with another 2 inches of new asphalt. Village staff and our consultant may also propose replacement of the pedestrian path at the end of Nokomis Court due to its current condition and the water main work to be done in and adjacent to the path.

Kapur's proposal to perform the design services for the work is \$19,745. I have reviewed the hours and fees associated with the work and of the opinion that their fees are reasonable. It is my recommendation that the Village reprogram funds for replacement of the Nokomis Court water main and road resurfacing and award the design project to Kapur & Associates in an amount not to exceed \$19,745. It is my further recommendation that the Village President and Village Clerk/Treasurer be authorized to sign the contract on behalf of the Village.

February 6, 2024

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

DESIGN FOR 2024 NOKOMIS COURT WATER MAIN REPLACEMENT AND ROAD RESURFACING

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

SCOPE OF SERVICES:

The scope of work for 2024 Nokomis Court Water Main Replacement includes the following:

1. Project Management
2. Meetings with the Village Staff and Contractors
3. Topographic Survey
 - 3.1 The survey activities will include a minor topographic survey, establishment of Control Points & Benchmarks and work with Diggers Hotline
4. Water Main Design
 - 4.1 Design for replacement of approximately 950 feet of 6" water main with upsizing to 8" along the W. Nokomis Ct. (between N. Indian Creek Pkwy. and N. Port Washington Road), includes replacement of 13 water service laterals and curb stops, replacement of hydrant, valves and any other appurtenant structures.
 - 4.2 Agency coordination (WDNR, We Energies, AT&T and other utility companies).
 - 4.3 W. Nokomis Ct. Road resurfacing: mill and overlay approximately 2-inches of asphalt pavement. Move and replace existing pedestrian path.
5. Construction Document Preparation
 - 5.1 Contract Document, Cost estimate, Publishing, Bid Opening, Finalizing Bid Tab and Recommendation to Low Bidder
 - 5.2 Pre-Bid Walk Through with Prospective Bidders



SCHEDULE

Nokomis Court Water Main Replacement project will be performed in February/March 2024. Published and bid opening in March 2024.

FEES AND BILLINGS

The professional fees for the work as described above and in the attached breakdown are estimated to be not to exceed fee: \$19,745.00.

ACCEPTANCE

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

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

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL ENGINEER/SURVEY SERVICES

Article 1 Scope of Services

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

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

Article 2 Schedule of Services

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

Article 3 CLIENT's Responsibility

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

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

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

Article 4 Payment Terms

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

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

Article 5 Term and Termination

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

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

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

Article 6 Indemnity

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

Article 7 Ownership and Copyright of Documents

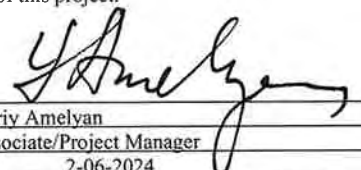
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of ENGINEER's professional service, and ENGINEER shall retain an ownership and property interest therein, including all copyrights. ENGINEER grants CLIENT a license to use instruments of ENGINEER's professional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

Article 8 Electronic Media

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

ENGINEER

Kapur

By: 
Print: Yuriy Amelyan
Title: Associate/Project Manager
Date: 2-06-2024

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

CLIENT

Village of Fox Point

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

COST NOT TO EXCEED
DESIGN FOR THE 2024 WATER MAIN REPLACEMENT AND ROAD RESURFACING AT W. NOKOMIS COURT
VILLAGE OF FOX POINT, WISCONSIN

TASK	Project Manager	Staff Engineer	RLS	One Man Survey Crew	Cad Technician	Total Task Hours	Total Task Cost
	\$185.00	\$125.00	\$160.00	\$150.00	\$110.00		
1.0 Project Management	3					3	\$555.00
2.0 Meeting with the Village Staff and Contractors	3	3				6	\$930.00
3.0 Topographic Survey							
3.1 The survey activities will include a minor topographic survey, establishment of Control Points and Benchmarks and work with Diggers Hotline	2		2	16	10	30	\$4,190.00
4.0 Water Main Design							
4.1 Design for replacement of approximately 950 feet of 6" water main with upsizing to 8" along the W. Nokomis Ct. (between N. Indian Creek Pkwy. and N. Port Washington Road), includes replacement of 13 water service laterals and curb stops, replacement of hydrant, valves and any other appurtenant structures	8	18			18	44	\$5,710.00
4.2 Agency coordination (WDNR, We Energies, AT&T and other utility companies)	6	8			8	22	\$2,990.00
4.3 W. Nokomis Ct. Road resurfacing: mill and overlay approximately 2-inches. Move and replace existing asphalt path.	2	14			8	24	\$3,000.00
5.0 CONSTRUCTION DOCUMENT PREPARATION							
5.1 Contract Document, Cost estimate, Publishing, Bid Opening, Finalizing Bid Tab and Recommendation to Low Bidder	2	4			8	14	\$1,750.00
5.2 Pre-Bid Walk Through With Prospective Bidders	2	2				4	\$620.00
TOTAL PROJECT FEE:	26	35	2	16	44	147	\$19,745.00



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village Board

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

cc: Scott Brandmeier, Village Engineer/DPW

Date: February 5, 2024

Re: Shorewood Water MOU

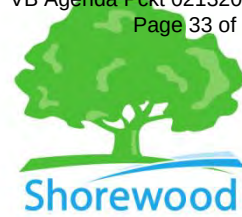
You will find in your packet a proposed MOU between the Village of Shorewood and the Village of Fox Point.

This is before you as each member of the North Shore Water Commission must approve this separately in order for it to be in effect.

From the Village of Fox Point perspective, this proposal has almost zero impact at all. Mr. Larson and I have reviewed, and while there are one or two things we might have written differently, none are of great consequence and are consequence only to the Villages of Shorewood and Whitefish Bay.

As the Chair of the North Shore Water Commission, I can also say this has no impact on the NSWC. We have plenty of supply and flow to service Shorewood's needs.

As such, I recommend approval.



VILLAGE OF SHOREWOOD

MEMORANDUM

Date: January 11, 2024
To: Paul Boenig, Whitefish Bay Village Manager
Charlie Imig, Glendale Director of Public Works
Scott Botcher, Fox Point Village Manager
From: Leeann Butschlick, Shorewood Director of Public Works

The Village of Shorewood has awarded a \$6.8 million contract to Globe Contractors, Inc. for the second phase of its Southeast Area Combined Sewer Improvements. In addition to sewer relay and upsizing, the project scope includes the replacement of the Village's 16" transmission main in N. Downer Avenue. This main is the principal feed for Shorewood's distribution system from the primary Milwaukee Water Works metered connection.

Shorewood does have access to additional connections to the Milwaukee Water Works system. Based upon historical data and flow analysis, it is our expectation that our secondary metered connection is capable of handling regular demand during the portions of the project which connection to the primary distribution point is offline. Additionally, three unmetered interconnects to the MWW system exist in relative proximity to the primary distribution point.

The Shorewood Water Utility and its engineering consultants have developed emergency response plans for each of the four planned phases of the 16" main replacement. In all cases these plans note the use of the Milwaukee system interconnects as the first action(s).

An existing connection between the Shorewood and Whitefish Bay distribution systems exists near the intersections of N. Morris Avenue and E. Glendale Boulevard. As it did during its system upgrade in 2020, the Village of Shorewood is requesting the ability to utilize this interconnect to access water in the event of a fire or other emergency condition. Notification and operating procedures for the activation of this interconnect has been detailed and shared with Whitefish Bay personnel.

Based upon our construction sequencing, the most critical portions of our main replacement are required to be complete by May 1, 2024, well prior to peak summer use demands.

The proposed Memorandum of Understanding (attached) is an update to the agreement approved by North Shore Water Commission member communities in 2020.

I very much appreciate your assistance with this request. If you should have any questions regarding this matter, please do not hesitate to contact me at (414) 847-2650.

MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding is entered into on this 13th day of February, 2024, by and between the Village of Shorewood, Wisconsin ("Shorewood") and the North Shore Water Commission communities of the Village of Whitefish Bay, Wisconsin ("Whitefish Bay"), the Village of Fox Point, Wisconsin ("Fox Point") and the City of Glendale, Wisconsin ("Glendale"), collectively the "Commission Communities". The purpose of this MOU is to outline procedures for provision of emergency water supply to Shorewood during a planned water system improvement project when its primary source of water supply may be unable to meet demand.

RECITALS

WHEREAS, drinking water is supplied to Shorewood by Milwaukee Water Works via two metered connections along Edgewood Avenue; and

WHEREAS, Whitefish Bay, currently a member of the North Shore Water Commission, previously received drinking water from Milwaukee Water Works via connections to the Shorewood system; and

WHEREAS, one of the aforementioned connections between the Whitefish Bay and Shorewood systems, while not currently active, allows for bi-directional flow and still exists within the Whitefish Bay system near the intersection of N. Morris Boulevard; and

WHEREAS the respective water utilities, engineers and public works staff have determined that re-establishing and maintaining the connection between the systems that exists at N. Morris Boulevard and E. Glendale Avenue will provide an emergency water supply source to either community when its primary source of water supply is unable to meet emergency demand; and

WHEREAS Shorewood will, in early 2024, undertake a system improvement project which will include the replacement of its primary distribution main potentially leaving Shorewood without adequate water in the event of a fire or other emergency; and

WHEREAS the Village of Shorewood and the North Shore Water Commission communities entered into a similar agreement in February 2020 for a Shorewood distribution system improvement; and

WHEREAS access to this connection will provide for adequate fire flow during scheduled Shorewood system improvements.

AGREEMENTS

NOW THEREFORE, the Parties agree as follows:

1. Commission Communities agree to provide emergency water supply to Shorewood based on the normal operating conditions of their distribution system without significantly compromising water service to their existing customers. Activation of the connection will be done in consultation with City Water personnel.

2. Commission Communities agree that Shorewood Water Utility's main line valve location at the municipal boundary on N. Morris Boulevard is the service valve between the systems. The service valve shall remain closed during normal operating conditions preventing flow between communities. During an emergency condition, the Shorewood service valve shall be opened to provide emergency water supply between the Shorewood system and the Whitefish Bay system.
3. All Parties agree that the amount of water provided to Shorewood during the emergency provision shall be estimated. The estimate will be based upon the increase in the amount of water purchased by Whitefish Bay during the duration of the emergency.
4. All Parties agree that Whitefish Bay shall bill Shorewood for the water sold at Whitefish Bay's existing retail rate on file with the Wisconsin Public Service Commission.
5. All parties agree that future use of this emergency connection may be utilized with 30-day notice to the Village of Whitefish Bay.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Memorandum of Understanding by authority of their respective governing bodies effective as of the date first above written once the parties hereto have affixed their respective signatures.

VILLAGE OF SHOREWOOD

By _____ Date _____
Ann McCullough-McKaig, Village President

By _____ Date _____
Toya Harrell, Village Clerk

VILLAGE OF WHITEFISH BAY

By _____ Date _____
Kevin Buckley, Village President

By _____ Date _____
Jamie Krueger, Village Clerk

VILLAGE OF FOX POINT

By _____ Date _____
Christine Symchych, Village President

By _____ Date _____
Sara A. Bruckman, CMC/WCMC, Village Clerk

CITY OF GLENDALE

By _____ Date _____
Bryan Kennedy, Mayor

By _____ Date _____
Megan Humiitz, City Clerk



To: Village Board

From: Sara A. Bruckman, CMC/WCMC *SB*
Village Clerk/Treasurer

Through: Scott Botcher, Village Manager *SB*

Date: February 5, 2024

Re: Appointment of Election Inspectors

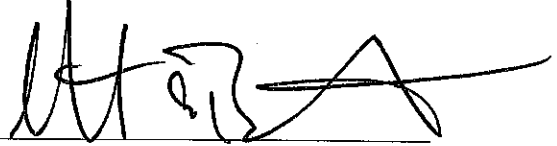
Election Inspectors staff the polling place on Election Day. The duties of the Election Inspectors include preserving order, registering and recording electors, issuing ballots, monitoring voting equipment, counting votes, properly completing the required forms and reconciling results, as required and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

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

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

Poll Workers for Appointment	
<u>Last Name</u>	<u>First Name</u>
Barshaw	Gale
Berlin	Linda
Pfaffl	John
Chiefs for Appointment	
Gess	Victoria

This is to certify that the attached is true and correct list of bills due for a period from January 1-31, 2024, in the total amount of \$2,374,987.30. 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

Sara A. Bruckman
Village Clerk/Treasurer
Village of Fox Point

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 1

Report dates: 01/01/2024-01/31/2024

Jan 31, 2024 08:58AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-13100 ACCOUNTS RECEIVABLE - SUNDRY						
57	JPMORGAN CHASE BANK NA	12/11/2023	MISC	12/31/2023	82.73	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	MISC	12/31/2023	82.73	01/12/2024
2016	BAXTER & WOODMAN INC.	0254005	RETAINING WALL	12/31/2023	277.50	01/12/2024
Total 10-13100 ACCOUNTS RECEIVABLE - SUNDRY:					277.50	
10-21520 GROUP LIFE						
18	SECURIAN FINANCIAL GROUP I	FEBRUARY 2024	LIFE INSURANCE	01/10/2024	911.72	01/12/2024
Total 10-21520 GROUP LIFE:					911.72	
10-21521 SUPPLEMENTAL PLANS						
18	SECURIAN FINANCIAL GROUP I	JAN-24	ACCIDENTAL	01/10/2024	94.22	01/12/2024
1227	AFLAC	458234	ACCT #G8B41	12/31/2023	760.44	01/12/2024
Total 10-21521 SUPPLEMENTAL PLANS:					854.66	
10-21530 DEFERRED COMPENSATION						
77	MissionSquare - 303753	PR0104241	Deferred Comp ICMA-PRETAX	01/11/2024	1,410.14	01/12/2024
77	MissionSquare - 303753	PR0118241	Deferred Comp ICMA-PRETAX	01/17/2024	1,210.14	01/19/2024
375	NORTH SHORE BANK, FSB	PR0104242	Deferred Comp NORTH SHORE	01/11/2024	4,780.00	01/12/2024
375	NORTH SHORE BANK, FSB	PR0118242	Deferred Comp NORTH SHORE	01/17/2024	2,230.00	01/19/2024
814	GREAT-WEST TRUST COMPAN	PR0104241	Deferred Comp WI DEFER - PRE	01/11/2024	8,257.60	01/12/2024
814	GREAT-WEST TRUST COMPAN	PR0104241	Deferred Comp WI DEFER - RO	01/11/2024	2,415.00	01/12/2024
814	GREAT-WEST TRUST COMPAN	PR0118241	Deferred Comp WI DEFER - PRE	01/17/2024	3,737.60	01/19/2024
814	GREAT-WEST TRUST COMPAN	PR0118241	Deferred Comp WI DEFER - RO	01/17/2024	1,215.00	01/19/2024
Total 10-21530 DEFERRED COMPENSATION:					25,255.48	
10-21540 GARNISHMENT						
797	WI SCTF	01/05/2024	REMIT 217318 CASE PIN 217318	01/05/2024	149.60	01/12/2024
797	WI SCTF	01/19/2024	REMIT 217318 CASE PIN 217318	01/17/2024	149.60	01/19/2024
Total 10-21540 GARNISHMENT:					299.20	
10-23000 WORKERS COMPENSATION						
1658	R & R INSURANCE SERVICES, I	2944321	WORKERS COMP	01/10/2024	21,624.00	01/12/2024
Total 10-23000 WORKERS COMPENSATION:					21,624.00	
10-44540 OTHER PERMIT						
1460	CURRENT ELECTRIC	1.059769	REFUND PERMIT	12/31/2023	200.00	01/05/2024
Total 10-44540 OTHER PERMIT:					200.00	
10-46710 PAVILION RENTALS						
1031	ZYMANEK, KAITLYN	12/3/2023	PAVILLION DEPOSIT REFUND	12/31/2023	50.00	01/12/2024
Total 10-46710 PAVILION RENTALS:					50.00	
10-51100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	01/10/2024	ZOOM	12/31/2023	40.00	01/19/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	ZOOM	12/31/2023	40.00	01/12/2024
Total 10-51100-310 SUPPLIES/EXPENSES:					80.00	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 2

Report dates: 01/01/2024-01/31/2024

Jan 31, 2024 08:58AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-51100-321 PROFESSIONAL DUES/MEETINGS						
633	ICC	2023 DUES	MEMBERSHIP DUES	12/31/2024	350.00	01/12/2024
Total 10-51100-321 PROFESSIONAL DUES/MEETINGS:					350.00	
10-51200-310 SUPPLIES/EXPENSES						
201	WI MUNICIPAL JUDGES ASSOC.	2024	DUES	01/25/2024	100.00	01/26/2024
Total 10-51200-310 SUPPLIES/EXPENSES:					100.00	
10-51200-395 COUNTY COURT FEES						
330	MILWAUKEE COUNTY TREASU	DEC 2023	DRIVER SUR/JAIL FEE	12/31/2023	725.92	01/05/2024
552	WISCONSIN, STATE OF - COUR	DEC 2023	DECEMBER	12/31/2023	1,327.61	01/05/2024
Total 10-51200-395 COUNTY COURT FEES:					2,053.43	
10-51300-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	11201	VLG ATTORNEY	12/31/2023	7,027.00	01/12/2024
Total 10-51300-218 VILLAGE ATTORNEY:					7,027.00	
10-51420-310 SUPPLIES/EXPENSES						
1766	CONFLUENCE GRAPHICS	80195	TAX BILLS	12/31/2023	2,048.29	01/05/2024
1766	CONFLUENCE GRAPHICS	80335	TAX BILLS	12/31/2023	1,060.70	01/05/2024
1766	CONFLUENCE GRAPHICS	80497	BUSINESS CARDS	01/23/2024	80.00	01/26/2024
Total 10-51420-310 SUPPLIES/EXPENSES:					3,188.99	
10-51420-322 TRAINING						
57	JPMORGAN CHASE BANK NA	12/11/2023	WI MUNICIPAL CLERKS	12/31/2023	65.00	01/12/2024
Total 10-51420-322 TRAINING:					65.00	
10-51440-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	01/10/2024	ELECTIONS	12/31/2023	27.99	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	ELECTIONS	12/31/2023	56.65	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	ELECTIONS	12/31/2023	12.33	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	ELECTIONS	12/31/2023	22.97	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	ELECTIONS	12/31/2023	23.99	01/19/2024
124	BEAR GRAPHICS, INC.	0930971	ELLECTION ENVELOPES	12/31/2023	266.56	01/05/2024
124	BEAR GRAPHICS, INC.	0930972	ELLECTION ENVELOPES	12/31/2023	266.56	01/05/2024
124	BEAR GRAPHICS, INC.	0931481	ELLECTION ENVELOPES	12/31/2023	556.64	01/12/2024
124	BEAR GRAPHICS, INC.	0931482	ELLECTION ENVELOPES	12/31/2023	556.64	01/12/2024
Total 10-51440-310 SUPPLIES/EXPENSES:					1,790.33	
10-51530-210 CONTRACT SERVICES						
1353	FORWARD TS, LTD	AR214693	MONTHLY COPIES	12/31/2023	250.01	01/05/2024
2706	ASSOCIATED APPRAISAL CON	172080	PROFESSION SERV/ INTERNET	01/01/2024	2,850.11	01/05/2024
Total 10-51530-210 CONTRACT SERVICES:					3,100.12	
10-51600-210 CONTRACT SERVICES						
45	KEY BENEFIT CONCEPTS, LLC	2261741	POST EMPLOYMENT / PENISIO	12/31/2023	1,600.00	01/12/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	FINANCE CHARGE	12/31/2023	43.67	01/19/2024
275	LEAGUE OF WI MUNICIPALITIE	1/1-12/31/24	STANDARD DUES #10189	01/10/2024	4,891.79	01/12/2024
477	TAYLOR COMPUTER SERVICES	25773-2023	MANAGED SERVICES	12/31/2023	352.50	01/19/2024
477	TAYLOR COMPUTER SERVICES	25773-2024	MANAGED SERVICES	01/17/2024	3,498.55	01/19/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 3

Report dates: 01/01/2024-01/31/2024

Jan 31, 2024 08:58AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
102273	CIVIC SYSTEMS, LLC	CVC24439	SEMI ANNUAL FEE	01/10/2024	7,757.00	01/12/2024
Total 10-51600-210 CONTRACT SERVICES:					17,943.51	
10-51600-220 GAS-HEAT						
536	WE-ENERGIES	12/27/2023	0702787382-00002	12/31/2023	887.36	01/05/2024
Total 10-51600-220 GAS-HEAT:					887.36	
10-51600-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/05/2024	0702787382-00009	12/31/2023	20.22	01/19/2024
536	WE-ENERGIES	12/27/2023	0702787382-00002	12/31/2023	1,462.38	01/05/2024
Total 10-51600-221 ELECTRIC UTILITIES:					1,482.60	
10-51600-222 TELEPHONE UTILITIES						
2691	CENTURYLINK-BUSINESS SVC.	672202946	87619173	12/31/2023	.27	01/12/2024
5312	AT & T- VILLAGE	12/22/2023	414 351-8900 758 7	12/31/2023	63.50	01/05/2024
Total 10-51600-222 TELEPHONE UTILITIES:					63.77	
10-51600-231 ELEVATOR MAINTENANCE						
382	OTIS ELEVATOR COMPANY	100401389255	ANNUAL	01/22/2024	3,050.16	01/26/2024
Total 10-51600-231 ELEVATOR MAINTENANCE:					3,050.16	
10-51600-234 VILLAGE HALL MAINTENANCE						
57	JPMORGAN CHASE BANK NA	12/11/2023	VILLAGE	12/31/2023	15.45	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	VILLAGE	12/31/2023	1,134.00	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	STATE CHEMIC	12/31/2023	280.27	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	HEARTSMART	12/31/2023	196.23	01/12/2024
892	SPECTRUM	01/07/2024	8348 10 012 0042231 VLG	01/17/2024	12.10	01/19/2024
1235	J.M. BRENNAN, INC.	11004808	LEAKING PIPE	12/31/2023	259.10	01/12/2024
1412	CONDITIONED AIR DESIGNED I	44412	REPAIR	12/31/2023	4,200.00	01/12/2024
1560	FP SOLUTIONS	25798	SPRINKLER HEAD	12/31/2023	3,155.00	01/12/2024
4888	CARLIN SALES	3049822-00	CALCIUM CHLORIDE	01/24/2024	492.45	01/26/2024
Total 10-51600-234 VILLAGE HALL MAINTENANCE:					9,744.60	
10-51600-310 SUPPLIES/MISC EXPENSES						
57	JPMORGAN CHASE BANK NA	12/11/2023	FINANCE CHARGE	12/31/2023	19.63	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	VILLAGE	12/31/2023	62.15	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	VILLAGE	12/31/2023	87.79	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	VILLAGE	12/31/2023	151.52	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	VILLAGE	12/31/2023	124.41	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	VILLAGE	12/31/2023	4.02	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	VILLAGE	12/31/2023	122.28	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	VILLAGE	12/31/2023	62.84	01/12/2024
451	SCHWAAB, INC.	4430662	STAMPS	01/11/2024	190.42	01/12/2024
Total 10-51600-310 SUPPLIES/MISC EXPENSES:					825.06	
10-51700-510 INSURANCE						
1658	R & R INSURANCE SERVICES, I	2944319	CRIME	01/10/2024	1,105.00	01/12/2024
1658	R & R INSURANCE SERVICES, I	2944320	STORAGE TANK	01/10/2024	617.00	01/12/2024
1658	R & R INSURANCE SERVICES, I	2944338	LWMMI	01/10/2024	26,459.25	01/12/2024
1952	MUNICIPAL PROPERTY INSURA	1/1/2024	ACCT 48-10567	01/11/2024	22,966.00	01/12/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 4

Report dates: 01/01/2024-01/31/2024

Jan 31, 2024 08:58AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-51700-510 INSURANCE:					51,147.25	
10-51700-511 GROUP HEALTH - RETIREES						
270	LAMM, GERALD	1	Health Insurance	01/01/2024	426.28	01/12/2024
433	RESNICK, AMY	48	HEALTH INSURANCE REIMBUR	01/01/2024	831.27	01/12/2024
435	RIES, DANIEL	52	1099 adjustment	01/01/2023	.00	
435	RIES, DANIEL	52	1099 adjustment	01/01/2023	.00	
435	RIES, DANIEL	53	1099 adjustment	02/01/2023	.00	
435	RIES, DANIEL	53	1099 adjustment	02/01/2023	.00	
435	RIES, DANIEL	54	1099 adjustment	03/01/2023	.00	
435	RIES, DANIEL	54	1099 adjustment	03/01/2023	.00	
435	RIES, DANIEL	55	1099 adjustment	04/01/2023	.00	
435	RIES, DANIEL	55	1099 adjustment	04/01/2023	.00	
435	RIES, DANIEL	56	1099 adjustment	05/01/2023	.00	
435	RIES, DANIEL	56	1099 adjustment	05/01/2023	.00	
435	RIES, DANIEL	57	1099 adjustment	06/01/2023	.00	
435	RIES, DANIEL	57	1099 adjustment	06/01/2023	.00	
435	RIES, DANIEL	58	1099 adjustment	07/01/2023	.00	
435	RIES, DANIEL	58	1099 adjustment	07/01/2023	.00	
435	RIES, DANIEL	59	1099 adjustment	08/01/2023	.00	
435	RIES, DANIEL	59	1099 adjustment	08/01/2023	.00	
435	RIES, DANIEL	60	1099 adjustment	09/01/2023	.00	
435	RIES, DANIEL	60	1099 adjustment	09/01/2023	.00	
435	RIES, DANIEL	61	1099 adjustment	10/01/2023	.00	
435	RIES, DANIEL	61	1099 adjustment	10/01/2023	.00	
435	RIES, DANIEL	62	1099 adjustment	11/01/2023	.00	
435	RIES, DANIEL	62	1099 adjustment	11/01/2023	.00	
435	RIES, DANIEL	63	1099 adjustment	12/01/2023	.00	
435	RIES, DANIEL	63	1099 adjustment	12/01/2023	.00	
435	RIES, DANIEL	64	HEALTH	01/01/2024	2,263.56	01/12/2024
435	RIES, DANIEL	JAN SUPPLEMENT	SUPPLEMENT	01/17/2024	486.80	01/19/2024
448	SCHELLING JUDITH	27	REIMBURSEMENT	01/01/2024	306.75	01/12/2024
520	WICHMAN, MICHELLE	9	MONTHLY	01/01/2024	375.00	01/12/2024
638	KRIEFALL, DONALD A	1/1/2024 final	FINAL	01/11/2024	362.84	01/12/2024
2194	OBREMSKI, DANIEL	13	SUPPLEMENTAL PAY	01/01/2024	375.00	01/12/2024
Total 10-51700-511 GROUP HEALTH - RETIREES:					5,407.50	
10-52100-180 RECRUITMENT						
57	JPMORGAN CHASE BANK NA	01/10/2024	POLICE	12/31/2023	55.68	01/19/2024
Total 10-52100-180 RECRUITMENT:					55.68	
10-52100-210 POLICE MAINTENANCE CONTRACTS						
707	FIRST RESPONDERS PSYCHOL	11122023	ANNUAL VISITS	12/31/2023	2,950.00	01/12/2024
1412	CONDITIONED AIR DESIGNED I	44143	INSPECT/ FILTER CHANGE	12/31/2023	1,680.00	01/12/2024
4942	TITAN PUBLIC SAFETY SOLUTI	5692	COURT ANNUAL SUPPORT	01/08/2024	4,313.00	01/12/2024
4942	TITAN PUBLIC SAFETY SOLUTI	5693	PHOENIX ANNUAL	01/08/2024	980.00	01/12/2024
Total 10-52100-210 POLICE MAINTENANCE CONTRACTS:					9,923.00	
10-52100-217 DISPATCHING CONTRACT SERVICES						
81	BAYSIDE, VILLAGE OF	2400001680	DISPATCH	01/08/2024	79,194.82	01/12/2024
Total 10-52100-217 DISPATCHING CONTRACT SERVICES:					79,194.82	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 5

Report dates: 01/01/2024-01/31/2024

Jan 31, 2024 08:58AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
10-52100-220 GAS UTILITIES						
536	WE-ENERGIES	12/28/23	0702787382-00008	12/31/2023	746.08	01/05/2024
Total 10-52100-220 GAS UTILITIES:					746.08	
10-52100-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	12/28/23	0702787382-00015	12/31/2023	41.42	01/05/2024
536	WE-ENERGIES	12/28/23	0702787382-00006	12/31/2023	1,726.15	01/05/2024
Total 10-52100-221 ELECTRIC UTILITIES:					1,769.57	
10-52100-222 TELEPHONE UTILITIES						
892	SPECTRUM	20240111OTA	8348 10 012 0041845 POLICE	01/11/2024	24.20	01/12/2024
892	SPECTRUM	70433001010124	070433001	01/08/2024	777.21	01/12/2024
2091	CENTURYLINK-BUSINESS SVC.	672202946	87619173	12/31/2023	.27	01/12/2024
5312	AT & T- VILLAGE	12/22/2023	414 351-8900 758 7	12/31/2023	39.69	01/05/2024
5312	AT & T- VILLAGE	287328447591X011	287328447591-PD	01/18/2024	429.38	01/19/2024
5312	AT & T- VILLAGE	28739447591X1215	287329447591-PD	12/31/2023	425.89	01/05/2024
Total 10-52100-222 TELEPHONE UTILITIES:					1,996.64	
10-52100-233 EQUIPMENT MAINTENANCE						
57	JPMORGAN CHASE BANK NA	01/10/2024	POLICE	12/31/2023	55.00	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	POLICE	12/31/2023	79.58	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	POLICE	12/31/2023	85.00	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	POLICE	12/31/2023	85.00	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	POLICE	12/31/2023	71.73	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	POLICE	12/31/2023	162.47	01/19/2024
1762	SOS ELECTRONICS	23-11020	INSTALL	12/31/2023	331.00	01/05/2024
2248	STOP-STICK LTD	32098	STOP STICKS	01/25/2024	518.00	01/26/2024
5645	CNA SURETY	66930360N	BOND RENEWAL	01/25/2024	30.00	01/26/2024
5839	LEXISNEXIS	1246411-20231231	MONTHLY FEE	12/31/2023	30.00	01/12/2024
102081	GOODYEAR AUTO SERVICE CE	55014	TIRES	01/18/2024	270.00	01/19/2024
Total 10-52100-233 EQUIPMENT MAINTENANCE:					1,717.78	
10-52100-234 BUILDING MAINTENANCE						
57	JPMORGAN CHASE BANK NA	01/10/2024	ELECTRIC	12/31/2023	1,901.00	01/19/2024
Total 10-52100-234 BUILDING MAINTENANCE:					1,901.00	
10-52100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	01/10/2024	POLICE	12/31/2023	54.86	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	POLICE	12/31/2023	17.99	01/19/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	POLICE	12/31/2023	188.05	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	POLICE	12/31/2023	38.23	01/12/2024
2214	MCLEEA	2024-005	DUES	01/11/2024	135.00	01/12/2024
Total 10-52100-310 SUPPLIES/EXPENSES:					435.13	
10-52100-330 CLOTHING ALLOWANCE						
57	JPMORGAN CHASE BANK NA	01/10/2024	POLICE	12/31/2023	11.99	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	POLICE	12/31/2023	11.99	01/19/2024
473	STREICHER'S	1672179	DUBNICKA	12/31/2023	59.99	01/05/2024
473	STREICHER'S	1672254	DUBNICKA	12/31/2023	80.00	01/05/2024
473	STREICHER'S	1673731	FREEDY	12/31/2023	62.98	01/12/2024
473	STREICHER'S	1675009	WIESMUELLER	01/11/2024	115.00	01/12/2024
473	STREICHER'S	1675081	WALKER	01/11/2024	9.99	01/12/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 6

Report dates: 01/01/2024-01/31/2024

Jan 31, 2024 08:58AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
473	STREICHER'S	1675090	HUBER	01/11/2024	25.99	01/12/2024
473	STREICHER'S	1675093	WALKER	01/11/2024	92.99	01/12/2024
473	STREICHER'S	1675123	HUBER	01/11/2024	119.99	01/12/2024
Total 10-52100-330 CLOTHING ALLOWANCE:					590.91	
10-52100-334 JANITORIAL SUPPLIES						
393	PACKERLAND RENT-A-MAT INC.	3072269	POLICE 10586-10586	12/31/2023	219.94	01/05/2024
1585	QUILL CORPORTATION	36326175	PAPER TOWELS	12/31/2023	166.11	01/12/2024
Total 10-52100-334 JANITORIAL SUPPLIES:					386.05	
10-52100-335 SCHOOL EXPENSES						
57	JPMORGAN CHASE BANK NA	01/10/2024	POLICE	12/31/2023	395.00	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	POLICE	12/31/2023	150.00	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	POLICE	12/31/2023	100.00	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	KALAHARI	12/31/2023	98.00	01/19/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	POLICE	12/31/2023	624.75	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	KALAHARI	12/31/2023	99.00-	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	KALAHARI	12/31/2023	99.00-	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	KALAHARI	12/31/2023	99.00	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	KALAHARI	12/31/2023	99.00-	01/12/2024
511	WAUKESHA COUNT TECH. COL	0820521	SCHOOL	12/31/2023	210.00	01/05/2024
1200	LAKESHORE TECHNICAL COLL	662563	FIRST RESPONDER	01/08/2024	716.88	01/12/2024
1674	WPLF CONFERENCE	11213	CONFERENCE	01/03/2024	600.00	01/05/2024
2988	WI TRAFFIC SAFETY OFFICERS	WTSOA2024	ARENDT CONFERENCE FEES	12/31/2023	250.00	01/05/2024
Total 10-52100-335 SCHOOL EXPENSES:					2,946.63	
10-52100-336 TELETYPE						
727	WI DEPT. OF JUSTICE	455TIME-15781	TIME ACCESS	01/18/2024	1,587.00	01/19/2024
Total 10-52100-336 TELETYPE:					1,587.00	
10-52200-224 NORTH SHORE FIRE DEPARTMENT						
54	NORTH SHORE FIRE DEPARTM	202407	OPERATING	01/10/2024	304,242.00	01/12/2024
Total 10-52200-224 NORTH SHORE FIRE DEPARTMENT:					304,242.00	
10-53100-212 ADMINISTRATIVE ASSISTANT						
902	FROEDTERT HEALTH/WORFOR	00012946-00	DRUG SCREEN	12/31/2023	75.00	01/12/2024
Total 10-53100-212 ADMINISTRATIVE ASSISTANT:					75.00	
10-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	149722	GENERAL SVCS	01/08/2024	9,240.00	01/12/2024
39	RUEKERT MIELKE, INC.	149810	GENERAL SVCS	12/31/2023	89.00	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	GIS	12/31/2023	88.78	01/12/2024
Total 10-53100-233 GIS MAINTENANCE:					9,417.78	
10-53100-310 SUPPLIES/EXPENSES						
57	JPMORGAN CHASE BANK NA	01/10/2024	ENGINEER	12/31/2023	109.11	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	ENGINEER	12/31/2023	61.44	01/19/2024
57	JPMORGAN CHASE BANK NA	01/10/2024	APWA	12/31/2023	168.70	01/19/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	BESTBUY	12/31/2023	15.82	01/12/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 7

Report dates: 01/01/2024-01/31/2024

Jan 31, 2024 08:58AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 10-53100-310 SUPPLIES/EXPENSES:					355.07	
10-53100-321 PROFESSIONAL DUES/MEETINGS						
57	JPMORGAN CHASE BANK NA	01/10/2024	APWA	12/31/2023	184.65	01/19/2024
Total 10-53100-321 PROFESSIONAL DUES/MEETINGS:					184.65	
10-53100-322 TRAINING						
57	JPMORGAN CHASE BANK NA	01/10/2024	APWA	12/31/2023	264.65	01/19/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	ENGINEER	12/31/2023	195.30	01/12/2024
Total 10-53100-322 TRAINING:					459.95	
10-53300-221 STREET LIGHTS - ELECTRIC						
536	WE-ENERGIES	01/05/2024	0702787382-00001	12/31/2023	182.93	01/19/2024
536	WE-ENERGIES	01/10/2024	0702787382-00013	12/31/2023	19.16	01/19/2024
Total 10-53300-221 STREET LIGHTS - ELECTRIC:					202.09	
10-53310-400 MATERIALS						
2830	COMPASS MINERALS	1280627	SEASONAL FILL	01/24/2024	3,222.84	01/26/2024
4888	CARLIN SALES	3049822-00	CALCIUM CHLORIDE	01/24/2024	843.15	01/26/2024
Total 10-53310-400 MATERIALS:					4,065.99	
10-53400-221 BUS STOP-ELECTRIC						
536	WE-ENERGIES	01/10/2024	0702787382-00005	12/31/2023	16.76	01/19/2024
536	WE-ENERGIES	01/10/2024	0702787382-00016	12/31/2023	16.76	01/19/2024
536	WE-ENERGIES	01/10/2024	0702787382-00003	12/31/2023	19.10	01/19/2024
Total 10-53400-221 BUS STOP-ELECTRIC:					52.62	
10-53630-370 LANDFILL FEES						
1296	WASTE MANAGEMENT OF WI-M	0000942-1996-1	MSW	12/31/2023	6,992.25	01/12/2024
1766	CONFLUENCE GRAPHICS	80195	LETTER	12/31/2023	362.92	01/05/2024
Total 10-53630-370 LANDFILL FEES:					7,355.17	
10-53642-400 MATERIALS						
1298	WASTE MANAGEMENT OF WI-M	0068990-2286-4	YARDWASTE	12/31/2024	282.34	01/12/2024
1298	WASTE MANAGEMENT OF WI-M	0069094-2286-4	YARDWASTE	01/23/2024	200.13	01/26/2024
Total 10-53642-400 MATERIALS:					462.47	
10-53700-300 MISCELLANEOUS EXPENSE						
57	JPMORGAN CHASE BANK NA	12/11/2023	SHOP	12/31/2023	6.34	01/12/2024
1074	MATHESON TRI-GAS, INC	52278353	ACETYLENE	12/31/2023	48.35	01/12/2024
2241	ITU ABSORB TECH, INC	8256524	SHOP	12/31/2023	11.90	01/12/2024
2241	ITU ABSORB TECH, INC	8264810	SHOP	01/22/2024	11.90	01/26/2024
Total 10-53700-300 MISCELLANEOUS EXPENSE:					78.49	
10-53700-341 REPAIR PARTS						
57	JPMORGAN CHASE BANK NA	01/10/2024	SHOP	12/31/2023	136.85	01/19/2024
266	BOB LURIE GLASS CORP.	91096	GLASS	01/22/2024	214.00	01/26/2024
436	RITTER TECHNOLOGY LLC	d35449-001	FITTINGS	01/22/2024	57.04	01/26/2024
631	FACTORY MOTOR PARTS	160-195738	PARTS	01/22/2024	351.57	01/26/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 8

Report dates: 01/01/2024-01/31/2024

Jan 31, 2024 08:58AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
631	FACTORY MOTOR PARTS	160-195979	PARTS	01/05/2024	40.62	01/12/2024
631	FACTORY MOTOR PARTS	160-196385	PARTS	01/22/2024	42.66	01/26/2024
2000	DAVES WELDING	64062	REPAIR	01/22/2024	270.00	01/26/2024
4389	BOBCAT PLUS, INC.	1B24702	PARTS	01/03/2024	122.02	01/12/2024
5528	TODD A GAULKE AUTHORIZE D	010224110703	TOOL	01/05/2024	139.50	01/12/2024
102169	TRUCK COUNTRY OF WISCON	X203945677:01	MISC PARTS	01/05/2024	243.55	01/12/2024
102169	TRUCK COUNTRY OF WISCON	X203946078:01	MISC PARTS	01/22/2024	94.12	01/26/2024
102169	TRUCK COUNTRY OF WISCON	X207064251:01	MISC PARTS	01/05/2024	66.71	01/12/2024
102169	TRUCK COUNTRY OF WISCON	X207064549:01	MISC PARTS	01/22/2024	1,216.46	01/26/2024
102169	TRUCK COUNTRY OF WISCON	X207064625:01	TANK	01/22/2024	312.32	01/26/2024
Total 10-53700-341 REPAIR PARTS:					3,307.42	
10-53700-342 TIRES						
413	POMP'S TIRE SERVICE, INC.	60328310	TIRES	01/22/2024	1,179.92	01/26/2024
Total 10-53700-342 TIRES:					1,179.92	
10-53700-343 FUEL						
57	JPMORGAN CHASE BANK NA	01/10/2024	FUEL	12/31/2023	57.01	01/19/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	FUEL	12/31/2023	32.99	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	FUEL	12/31/2023	15.28	01/12/2024
631	FACTORY MOTOR PARTS	13-1717888	DEF	01/22/2024	106.08	01/26/2024
2179	EDWARD H. WOLF & SON'S INC	675185	FUEL	12/31/2023	369.56	01/05/2024
2179	EDWARD H. WOLF & SON'S INC	675190	FUEL	12/31/2023	318.61	01/05/2024
2179	EDWARD H. WOLF & SON'S INC	685185	FUEL	01/08/2024	761.22	01/12/2024
2179	EDWARD H. WOLF & SON'S INC	685234	FUEL	01/08/2024	771.55	01/12/2024
2179	EDWARD H. WOLF & SON'S INC	689135	FUEL	01/22/2024	1,132.87	01/26/2024
2179	EDWARD H. WOLF & SON'S INC	696231	FUEL	01/19/2024	1,383.89	01/26/2024
2179	EDWARD H. WOLF & SON'S INC	696243	FUEL	01/19/2024	1,314.48	01/26/2024
Total 10-53700-343 FUEL:					6,243.34	
10-53800-220 GAS UTILITIES						
536	WE-ENERGIES	12/27/2023	0702787382-00002	12/31/2023	887.36	01/05/2024
Total 10-53800-220 GAS UTILITIES:					887.36	
10-53800-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	12/27/2023	0702787382-00002	12/31/2023	1,462.37	01/05/2024
Total 10-53800-221 ELECTRIC UTILITIES:					1,462.37	
10-53800-222 TELEPHONE UTILITIES						
5312	AT & T- VILLAGE	12/22/2023	414 351-8900 758 7	12/31/2023	55.57	01/05/2024
Total 10-53800-222 TELEPHONE UTILITIES:					55.57	
10-53800-224 CELL PHONES						
57	JPMORGAN CHASE BANK NA	01/10/2024	APPLE	12/31/2023	.99	01/19/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	APPLE	12/31/2023	.99	01/12/2024
5312	AT & T- VILLAGE	01152024	287334403697 VLG	01/16/2024	130.04	01/19/2024
5312	AT & T- VILLAGE	12152023	287334403697 VLG	12/31/2023	130.04	01/12/2024
Total 10-53800-224 CELL PHONES:					262.06	
10-53800-300 MISCELLANEOUS EXPENSE						
57	JPMORGAN CHASE BANK NA	01/10/2024	DPW	12/31/2023	34.22	01/19/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 9

Report dates: 01/01/2024-01/31/2024

Jan 31, 2024 08:58AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
2241	ITU ABSORB TECH, INC	8256526	DPW	12/31/2023	27.73	01/12/2024
2241	ITU ABSORB TECH, INC	8264812	TOWELS/MATS	01/22/2024	217.52	01/26/2024
Total 10-53800-300 MISCELLANEOUS EXPENSE:					279.47	
10-53800-333 SAFETY PROGRAM						
671	AIRGAS	9145504595	VEST	01/16/2024	224.10	01/19/2024
671	AIRGAS	9145504596	VEST	01/16/2024	112.05	01/19/2024
671	AIRGAS	9145504597	GLOVES	01/16/2024	897.88	01/19/2024
671	AIRGAS	9145611448	GLOVES	01/16/2024	294.49	01/19/2024
3240	FEHR GRAHAM ENGINEERING	120249	ANNUAL SAFETY	12/31/2023	750.00	01/26/2024
Total 10-53800-333 SAFETY PROGRAM:					2,278.52	
10-53900-324 DRUG TESTING						
57	JPMORGAN CHASE BANK NA	12/11/2023	MISC	12/31/2023	25.00	01/12/2024
Total 10-53900-324 DRUG TESTING:					25.00	
10-54100-215 CONTRACT - HEALTH						
2091	NORTH SHORE HEALTH DEPT	23-0001396	1ST QTR	01/10/2024	12,520.50	01/12/2024
Total 10-54100-215 CONTRACT - HEALTH:					12,520.50	
10-55100-210 CONTRACT SERVICES						
61	BAYSIDE, VILLAGE OF	2400001680-LIB	LIBRARY OPERATIONS	01/15/2024	64,185.11	01/19/2024
Total 10-55100-210 CONTRACT SERVICES:					64,185.11	
10-55400-430 LX CLUB MATERIALS						
890	FOX POINT BAYSIDE LX CLUB	12.29.23	LX CLUB FEES	12/31/2023	800.00	01/12/2024
Total 10-55400-430 LX CLUB MATERIALS:					800.00	
10-55440-220 GAS UTILITIES						
536	WE-ENERGIES	01/10/2024	0702787382-00011	12/31/2023	552.25	01/19/2024
Total 10-55440-220 GAS UTILITIES:					552.25	
10-55440-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/10/2024	0702787382-00010	12/31/2023	198.10	01/19/2024
Total 10-55440-221 ELECTRIC UTILITIES:					198.10	
10-56100-125 FORESTRY CONSULTANT						
5933	WACHTEL TREE SCIENCE & SE	128125	FORESTRY REQUESTS	12/31/2023	3,510.00	01/05/2024
Total 10-56100-125 FORESTRY CONSULTANT:					3,510.00	
21-53100-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	149810	GENERAL SVCS	12/31/2023	1,486.50	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	GIS	12/31/2023	88.78	01/12/2024
Total 21-53100-233 GIS MAINTENANCE:					1,555.28	
21-71000-400 MATERIALS						
141	DIGGERS HOTLINE	240157801ppi	HOTLINE TICKETS	01/18/2024	498.98	01/26/2024
281	LINCOLN CONTRACTORS SUP	182884	ASPHALT PAINT	01/10/2024	6.69	01/26/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 10

Report dates: 01/01/2024-01/31/2024

Jan 31, 2024 08:58AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 21-71000-400 MATERIALS:					505.67	
21-72000-220 GAS UTILITIES						
536	WE-ENERGIES	01/10/2024	0702787382-00004	12/31/2023	11.75	01/19/2024
Total 21-72000-220 GAS UTILITIES:					11.75	
21-72000-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/10/2024	0702787382-00007	12/31/2023	35.95	01/19/2024
536	WE-ENERGIES	01/10/2024	0702787382-00004	12/31/2023	210.41	01/19/2024
Total 21-72000-221 ELECTRIC UTILITIES:					246.36	
21-72000-400 MATERIALS						
1235	J.M. BRENNAN, INC.	11004827	ELECTRICAL HEATER	12/31/2023	4,155.90	01/12/2024
Total 21-72000-400 MATERIALS:					4,155.90	
21-73000-400 MATERIALS						
50	BADGER METER, INC.	80148552	SERV UNIT	12/31/2023	76.09	01/05/2024
5312	AT & T- VILLAGE	01152024	287334403697 VLG	01/16/2024	70.22	01/19/2024
5312	AT & T- VILLAGE	12152023	287334403697 VLG	12/31/2023	70.21	01/12/2024
Total 21-73000-400 MATERIALS:					216.52	
21-91000-888 SEWER SYSTEM IMPROVEMENTS						
256	KAPUR & ASSOCIATES, INC.	123109	SANITARY	12/31/2023	4,165.00	01/12/2024
256	KAPUR & ASSOCIATES, INC.	123110	SANITARY	12/31/2023	1,449.24	01/12/2024
Total 21-91000-888 SEWER SYSTEM IMPROVEMENTS:					5,614.24	
22-53650-210 CONTRACT SERVICES						
1289	WASTE MANAGEMENT OF WI-M	6959687-2275-8	MONTHLY RECYCLING	12/31/2023	22,676.16	01/26/2024
Total 22-53650-210 CONTRACT SERVICES:					22,676.16	
22-53800-310 SUPPLIES/EXPENSES						
1766	CONFLUENCE GRAPHICS	80195	LETTER	12/31/2023	362.92	01/05/2024
5312	AT & T- VILLAGE	01152024	287334403697 VLG	01/16/2024	39.85	01/19/2024
5312	AT & T- VILLAGE	12152023	287334403697 VLG	12/31/2023	39.85	01/12/2024
Total 22-53800-310 SUPPLIES/EXPENSES:					442.62	
23-55420-220 GAS UTILITIES						
536	WE-ENERGIES	01/16/24	0702787382-00012	01/22/2024	28.05	01/26/2024
Total 23-55420-220 GAS UTILITIES:					28.05	
23-55420-221 ELECTRIC UTILITIES						
536	WE-ENERGIES	01/16/24	0702787382-00012	01/22/2024	29.56	01/26/2024
Total 23-55420-221 ELECTRIC UTILITIES:					29.56	
24-52400-210 CONTRACT SERVICES						
2647	KWK ELECTRIC INC	30352	INSPECTION	12/31/2023	240.00	01/05/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 11

Report dates: 01/01/2024-01/31/2024

Jan 31, 2024 08:58AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 24-52400-210 CONTRACT SERVICES:					240.00	
24-52400-218 VILLAGE ATTORNEY						
535	MUNICIPAL LAW & LITIGATION	11201	VLG ATTORNEY	12/31/2023	151.20	01/12/2024
Total 24-52400-218 VILLAGE ATTORNEY:					151.20	
24-52400-224 CELL PHONES						
5312	AT & T- VILLAGE	01152024	287334403697 VLG	01/16/2024	29.92	01/19/2024
5312	AT & T- VILLAGE	12152023	287334403697 VLG	12/31/2023	29.92	01/12/2024
Total 24-52400-224 CELL PHONES:					59.84	
25-53410-400 MATERIALS						
141	DIGGERS HOTLINE	240157801ppi	HOTLINE TICKETS	01/18/2024	498.98	01/26/2024
281	LINCOLN CONTRACTORS SUP	182884	ASPHALT PAINT	01/10/2024	6.69	01/26/2024
Total 25-53410-400 MATERIALS:					505.67	
25-53800-210 CONTRACT SERVICES						
5312	AT & T- VILLAGE	01152024	287334403697 VLG	01/16/2024	70.21	01/19/2024
5312	AT & T- VILLAGE	12152023	287334403697 VLG	12/31/2023	70.21	01/12/2024
Total 25-53800-210 CONTRACT SERVICES:					140.42	
25-53800-233 GIS MAINTENANCE						
39	RUEKERT MIELKE, INC.	149810	GENERAL SVCS	12/31/2023	281.25	01/12/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	GIS	12/31/2023	88.78	01/12/2024
Total 25-53800-233 GIS MAINTENANCE:					370.03	
25-53800-234 GREEN INFRASTRUCT MAINTENANCE						
256	KAPUR & ASSOCIATES, INC.	122837	GI INSPECT	12/31/2023	770.00	01/12/2024
Total 25-53800-234 GREEN INFRASTRUCT MAINTENANCE:					770.00	
25-91500-833 STORM SEWER SYSTEM IMPROVE.						
39	RUEKERT MIELKE, INC.	149808	MODEL REVIEW	12/31/2023	1,281.00	01/12/2024
256	KAPUR & ASSOCIATES, INC.	123111	JETTIES IMPROV	12/31/2023	180.00	01/12/2024
Total 25-91500-833 STORM SEWER SYSTEM IMPROVE.:					1,441.00	
40-91200-801 SQUAD CARS						
172	Gordie Boucher Ford	1FMSK8DH5PGB96	2023 FORD EXPLORER	01/16/2024	45,572.50	01/16/2024
Total 40-91200-801 SQUAD CARS:					45,572.50	
40-91200-830 DISPATCH - CAPITAL						
61	BAYSIDE, VILLAGE OF	2400001680C	CAPITAL DISPATCH	01/11/2024	23,067.00	01/12/2024
Total 40-91200-830 DISPATCH - CAPITAL:					23,067.00	
40-91400-814 GARBAGE PACKER						
1178	R.N.O.W., INC	2024-68732	TRUCK CHASSIS	01/08/2024	265,659.00	01/12/2024
Total 40-91400-814 GARBAGE PACKER:					265,659.00	

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 12

Report dates: 01/01/2024-01/31/2024

Jan 31, 2024 08:58AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
40-91500-801 STREET RESURFACING						
57	JPMORGAN CHASE BANK NA	12/11/2023	CALDERONE	12/31/2023	40.54	01/12/2024
256	KAPUR & ASSOCIATES, INC.	123107	LAKE DR	12/31/2023	8,026.00	01/12/2024
1073	WI DEPT. OF TRANSPORTATIO	395-0000336927	DESIGN	12/31/2023	4,571.80	01/12/2024
2016	BAXTER & WOODMAN INC.	0254004	ROAD AND UTILITY	12/31/2023	1,501.95	01/12/2024
Total 40-91500-801 STREET RESURFACING:					14,140.29	
40-91500-825 PROJECT MANAGEMENT						
256	KAPUR & ASSOCIATES, INC.	123114	GENERAL PROF	12/31/2023	504.00	01/12/2024
Total 40-91500-825 PROJECT MANAGEMENT:					504.00	
40-91600-800 STORMWATER ROAD PROJECT						
256	KAPUR & ASSOCIATES, INC.	123113	STORM SEWER	12/31/2023	3,260.00	01/12/2024
2016	BAXTER & WOODMAN INC.	0254004	ROAD AND UTILITY	12/31/2023	1,501.95	01/12/2024
Total 40-91600-800 STORMWATER ROAD PROJECT:					4,761.95	
40-91600-830 SIGN REPLACEMENT						
101644	TAPCO	Q23016231	SIGNS	12/31/2023	420.00	01/12/2024
101644	TAPCO	S0738903	BARRICADE	12/31/2023	362.55	01/12/2024
Total 40-91600-830 SIGN REPLACEMENT:					782.55	
40-91600-833 TREE REPLACEMENT						
5933	WACHTEL TREE SCIENCE & SE	128124	EAB	12/31/2023	1,350.00	01/05/2024
Total 40-91600-833 TREE REPLACEMENT:					1,350.00	
40-91600-849 BEACH DRIVE-SHORELINE EROSION						
2251	MICHELS CORP	pay app 10	BEACH DR SHORELIN	12/31/2023	71,361.75	01/12/2024
Total 40-91600-849 BEACH DRIVE-SHORELINE EROSION:					71,361.75	
40-91700-801 NSFD CAPITAL EXPENSE						
54	NORTH SHORE FIRE DEPARTM	202407	CAPITAL	01/10/2024	3,897.00	01/12/2024
Total 40-91700-801 NSFD CAPITAL EXPENSE:					3,897.00	
40-91700-802 NSFD EXPENSE 2010 AND BEYOND						
54	NORTH SHORE FIRE DEPARTM	202407	DEBT	01/10/2024	16,755.00	01/12/2024
Total 40-91700-802 NSFD EXPENSE 2010 AND BEYOND:					16,755.00	
50-53100-233 GIS MAINTENANCE						
57	JPMORGAN CHASE BANK NA	12/11/2023	GIS	12/31/2023	88.78	01/12/2024
Total 50-53100-233 GIS MAINTENANCE:					88.78	
50-81000-601 SOURCE OF WATER SUPPLY						
378	NORTH SHORE WATER COMM	93	MONTHLY	01/01/2024	22,939.74	01/12/2024
Total 50-81000-601 SOURCE OF WATER SUPPLY:					22,939.74	
50-81000-640 OPERATIONS LABOR WATER MAINS						
2839	CITY WATER LLC	1061	MONTHLY MANAGEMENT FEE	12/31/2023	6,300.00	01/12/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report

Page: 13

Report dates: 01/01/2024-01/31/2024

Jan 31, 2024 08:58AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
Total 50-81000-640 OPERATIONS LABOR WATER MAINS:					6,300.00	
50-81000-641 OPERATIONS SUPPLY AND EXPENSE						
57	JPMORGAN CHASE BANK NA	12/11/2023	WATER DEPT	12/31/2023	60.50	01/12/2024
Total 50-81000-641 OPERATIONS SUPPLY AND EXPENSE:					60.50	
50-81000-651 MAINTENANCE OF MAINS						
57	JPMORGAN CHASE BANK NA	01/10/2024	WATER DEPT	12/31/2023	74.96	01/19/2024
141	DIGGERS HOTLINE	240157801ppi	HOTLINE TICKETS	01/18/2024	498.99	01/26/2024
281	LINCOLN CONTRACTORS SUP	182884	ASPHALT PAINT	01/10/2024	6.69	01/26/2024
474	CORE & MAIN LP	U014150	REP CLP	12/31/2023	368.76	01/05/2024
474	CORE & MAIN LP	U108869	PARTS	12/31/2023	1,485.18	01/05/2024
776	GRAINGER, INC.	9951468728	PART	01/04/2024	157.36	01/26/2024
959	ETNA SUPPLY	S105448817.001	SEALANT	12/31/2023	33.11	01/05/2024
2241	ITU ABSORB TECH, INC	8258525	WATER DEPT	12/31/2023	8.60	01/12/2024
2241	ITU ABSORB TECH, INC	8264811	WATER	01/22/2024	48.53	01/26/2024
5506	HANKE TERMINALS	165877A	STONE	12/31/2023	500.48	01/05/2024
5901	AMERICAN LEAK DETECTION	00116360	LEAK DETECTION	12/31/2023	450.00	01/26/2024
101685	FASTENAL COMPANY	WIMI2176863	PARTS	12/31/2023	108.69	01/12/2024
Total 50-81000-651 MAINTENANCE OF MAINS:					3,739.33	
50-81000-800 CAPITAL OUTLAY						
39	RUEKERT MIELKE, INC.	149809	ROAD WATER MAIN RELAY	12/31/2023	549.00	01/12/2024
266	KAPUR & ASSOCIATES, INC.	123108	LAKE DR	12/31/2023	4,964.89	01/12/2024
1630	MJ CONSTRUCTION INC.	pay app 1	BEACH DR WATERMAIN	12/31/2023	1,153,889.0	01/26/2024
2016	BAXTER & WOODMAN INC.	0254004	ROAD AND UTILITY	12/31/2023	1,501.96	01/12/2024
Total 50-81000-800 CAPITAL OUTLAY:					1,160,804.8	
50-81000-844 NSWG CAPITAL PROJECTS						
378	NORTH SHORE WATER COMMI	1/10/24SCADA 202	SCADA	12/31/2023	190.25	01/12/2024
Total 50-81000-844 NSWG CAPITAL PROJECTS:					190.25	
50-81000-903 SUPPLIES AND EXPENSE						
50	BADGER METER, INC.	80148552	SERV UNIT	12/31/2023	76.09	01/05/2024
Total 50-81000-903 SUPPLIES AND EXPENSE:					76.09	
50-81000-921 OFFICE SUPPLIES AND EXPENSE						
57	JPMORGAN CHASE BANK NA	01/10/2024	APPLE	12/31/2023	.89	01/19/2024
57	JPMORGAN CHASE BANK NA	12/11/2023	WATER DEPT	12/31/2023	.89	01/12/2024
5312	AT & T- VILLAGE	01152024	287334403697 VLG	01/16/2024	132.73	01/19/2024
5312	AT & T- VILLAGE	12152023	287334403697 VLG	12/31/2023	132.73	01/12/2024
Total 50-81000-921 OFFICE SUPPLIES AND EXPENSE:					267.44	
50-81000-930 MISC GENERAL EXPENSE						
2385	WISCONSIN RURAL WATER AS	02/15/2024	TRAINING	01/17/2024	220.00	01/19/2024
Total 50-81000-930 MISC GENERAL EXPENSE:					220.00	
70-12100 TAXES RECEIVABLES						
573	RUBENZER, WILLIAM J	34195	OVERPAYMENT TAXES	12/31/2023	185.00	01/12/2024
1124	CISEWSKI, WAYNE M	33936	OVERPAYMENT TAXES	12/31/2023	1.01	01/12/2024

VILLAGE OF FOX POINT

Payment Approval Report - by GL - Board Report
Report dates: 01/01/2024-01/31/2024

Page: 14
Jan 31, 2024 08:58AM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	Date Paid
1486	MCLEAN, SCOTT OR BONNIE	33842	OVERPAYMENT OF TAXES	12/31/2023	12.82	01/12/2024
1625	EPSHTEYN, MICHAEL	33471-12/28/23	OVERPAYMENT TAXES	12/31/2023	963.01	01/05/2024
1626	LARSON, ROBERT	34130	OVERPAYMENT TAXES	12/31/2023	252.60	01/12/2024
1628	JOACHIM, KATHERINE	14341	OVERPAYMENT TAXES	01/12/2023	6,446.82	01/19/2024
Total 70-12100 TAXES RECEIVABLES:					7,861.26	
Grand Totals:					2,374,987.3	

Date Approved: _____

Village Manager: _____

Village Board: _____

Municipal LAW

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

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

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

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

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

January 25, 2024

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

**Re: Town Club Conditional Use
 Legal Recommendations**

Dear Mr. Botcher:

I received the Village Board's direction to draft two conditional use orders as a result of the public hearing for the Town Club. I have had an opportunity to carefully consider this matter.

Enclosed please find a conditional use order that grants the Town Club conditional use and a second that denies that use. Please carefully review these to ensure they are consistent with the Village's intent.

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

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

Eric J. Larson

Eric J. Larson

EJL/BTC/em

Enclosure

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

*** DRAFT APPROVAL – For Discussion Purposes Only ***

Document Number	Document Title
	CONDITIONAL USE ORDER Village of Fox Point 7200 N. Santa Monica Boulevard Fox Point, WI 53217 CONDITIONAL USE ORDER: GRANT Pickleball Courts [date] Petitioner: The Town Club Tax Key: ☐ FINDINGS OF FACT¹ 1. On or about November 20, 2023, the Petitioner submitted an application for a conditional use permit to the Plan Commission to construct eight (8) pickleball courts on the property. 2. Pursuant to Section 745-20(B)(1) of the Village of Fox Point Zoning Code, the Petitioner's application included all required materials, and the filing fee required by Chapter 63 of the Village of Fox Point Code was paid at the time of filing the application. 3. At its December 4, 2023 meeting, the Plan Commission studied the Petitioner's application, and considered the four standards in Section 745-20(B)(2) of the Village of Fox Point Zoning Code, which are as follows: (a) Appropriate in the location proposed; (b) Compatible with the neighborhood; (c) Not detrimental to the property values of surrounding property; and (d) In keeping with the residential character and quality of the Village. 4. The Plan Commission found that the standards of Section 745-20(B)(2) of the Village of Fox Point Zoning Code have been met, and pursuant to Section 745-20(B)(7) of the Village of Fox Point Zoning Code, recommended the Village Board conditionally approve the conditional use permit with an amendment to the language of the conditional use order
	Recording Area Name and Return Address: Eric J. Larson Municipal Law & Litigation Group, S.C. 730 N. Grand Avenue Waukesha, WI 53186 Tax Identification Number:

¹ To the extent that findings of fact shown herein represent conclusions of law, these shall be deemed to be conclusions of law. To the extent that conclusions of law shown herein represent findings of fact, these shall be deemed to be findings of fact. The heading under which the statements are made shall not be controlling.

*** DRAFT APPROVAL – For Discussion Purposes Only ***

adding that the continued use of tennis be allowed; and that the addition of sound reduction screens (“sound screens”) be used to reduce the sound.

5. Pursuant to Section 745-20(B)(4), the Village Board scheduled a public hearing on the Petitioner’s application.
6. Upon publication of the required “Notice of Public Hearing” and mailing of said “Notice of Public Hearing” to all parties-in-interest as required by Section 745-20(B)(5) of the Village of Fox Point Zoning Code, & Wisconsin Statutes Sections 61.35 & 62.23(7)(de), the Village Board held a public hearing on January 9, 2024, as required by Section 745-20(B)(6) of the Village of Fox Point Zoning Code.
7. The purpose of the scheduled Public Hearing was to consider said application.
8. Residents Amy Borch and Kevin King provided letters in opposition to the proposed use that were incorporated into the record. Ms. Borch’s letters included videos from her property which highlighted the amount of noise coming from The Town Club’s current property, as well as articles from the New York Times and NPR which discuss the noise problems resulting from pickleball. These videos and articles were included as part of the record.
9. Several residents spoke at the Public Hearing, with some expressing support and others expressing concerns about the proposed use.
 - a. Amy Borch spoke in opposition of the application at the public hearing due to the noise caused by pickleball, and the frequency and duration of the noise.
 - b. Karen King spoke in opposition due to the frequent noise that she said would result from the pickleball courts.
 - c. Brian Hartman spoke in opposition due to the noise, and the disruption that he said will be caused by the lights at the court.
 - d. Paula Rivet spoke in opposition due to the noise caused by the courts, asserting that the frequency of noise is similar to garbage trucks. Ms. Rivet also raised concerns of the proposed hours the courts will be open.
 - e. Steve Spadafora spoke in support of the proposed use, stating that pickleball is a growing sport and this will provide further courts in the Village.
 - f. Sara Koehn spoke in support of the proposed use, noting that the courts will provide a social hub, will attract growing families, and the proposed sound screen shows the Petitioner is mindful of their surroundings.
 - g. Archer Roberts spoke in support of the proposed use.

*** DRAFT APPROVAL – For Discussion Purposes Only ***

- h. Will Stalle spoke in support in support of the proposed use, stating that it provides a place for community members to gather and play sports.
 - i. Peter Klug spoke in support of the proposed use. He noted that the Petitioner will keep the exact same footprint, and with the sound screens, the sound will be reduced to an acceptable level, and that there will be no lights, so pickleball will only be a daytime activity.
 - j. Mr. Peter Coffey spoke in support of the proposed use, noting that similar uses around the Village, such as the Fox Point Municipal Pool, are louder than this proposed use.
10. The Village Board closed the public hearing and discussed the matter. Trustee Fonstad noted that the Plan Commission heard no complaints or issues regarding noise of The Town Club, and that Village Staff reported to the Plan Commission that they had received no complaints. As part of the proposed use, the Town Club intends to maintain the Arbor Vitae, and it intends to install sound screens to further decrease potential sound from the proposed use. There was no discussion regarding the sound impact of the adjacent active railroad on the adjoining properties.
11. The Village Board finds that with the installation of sound screens, maintenance of the Arbor Vitae, and limiting the hours of operation, the proposed use is appropriate in the location proposed, it is compatible with the neighborhood, it is not detrimental to surrounding property values, and is in keeping with the residential character and quality of the Village because these conditions will decrease or eliminate any potential deleterious effects, and the proposed use will provide further recreational activities in the Village.
12. Ultimately, upon consideration of all of the information provided at the public hearing, the Village Board finds that the Petitioner has shown by substantial evidence that all standards of the Village of Fox Point Zoning Ordinance would be met, and substantial evidence to the contrary has not been provided.

CONCLUSIONS OF LAW²

- 1. Section 745-20(B)(2)(a) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: Whether the proposed use is appropriate in the location proposed. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the Petitioner has met this standard, provided the conditions noted below are met. The Petitioner owns a recreational club that includes swimming pools, tennis courts, and paddle ball courts. The construction and use of pickleball courts is consistent with the other uses on the property, and is appropriate in the location proposed.
- 2. Section 745-20(B)(2)(b) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use

² See footnote 1.

*** DRAFT APPROVAL – For Discussion Purposes Only ***

permit: Whether the proposed use is compatible with the neighborhood. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the Petitioner has met this standard, provided the conditions noted below are met. The Petitioner owns a recreational club that includes swimming pools, tennis courts, and paddle ball courts. The construction and use of pickleball courts is consistent with the other uses on the property, and is compatible with the surrounding neighborhood. The Petitioner will maintain the Arbor Vitae and install sound screens between the courts and the abutting properties to decrease any potential sound from the property. Further, with the exception of emergencies, no sound amplification equipment will be used on the pickleball courts, and the Petitioner's hours for use will be limited to specific hours.

3. Section 745-20(B)(2)(c) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: That the proposed use is not detrimental to the property values of surrounding property. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the Petitioner has met this standard, provided the conditions noted below are met. The Petitioner's use will not be detrimental to the property values of surrounding properties because any deleterious effects will be minimized by the Arbor Vitae, the sound screens, the prohibited use of sound amplification equipment, and the limited hours the pickleball courts can be used.
4. Section 745-20(B)(2)(d) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: That the proposed use is consistent in keeping with the residential character and quality of the Village. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the Petitioner has met this standard, provided the conditions noted below are met. The Petitioner's pickleball courts will provide further recreational activities to its property and residents of the Village. Recreational activities such as tennis, paddle ball, and pickleball are consistent with keeping the residential character and quality of the Village, as these activities increase the desirability of the Village and are ultimately a benefit to the quality of the Village.
5. Wisconsin Statutes Section 62.23(7)(de)2.b., states, in part: "The applicant must demonstrate that the application and all requirements and conditions established by the [village] relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence." The Village Board finds that the Petitioner made the required demonstration in support of the application.
6. In 2006 the Village and the Petitioner entered into an agreement which allowed certain uses on what was then the parcel adjacent and to the south of the Subject Property. That agreement is unchanged and remains in effect. This current petition is being addressed by conditional use permit rather than agreement because of 2017 Wisconsin Act 67 which broadly defined conditional uses and imposed procedural and substantive limitations on local authority, which apply to this petition and have been followed in this matter.

*** DRAFT APPROVAL – For Discussion Purposes Only ***

THEREFORE, IT IS ORDERED AS FOLLOWS:

CONDITIONS

Commencing on the date hereof, a Conditional Use Order for the Subject Property is hereby granted. The Conditional Use granted applies only to the use of the Subject Property as described below and shall continue in existence only so long as the conditional use is operated in compliance with these conditions. The Conditional Use is subject to initial and continued compliance with each and every one of the following conditions, restrictions and limitations.

1. The Conditional Use approval is (including Site Plan/Plan of Operation (SPPO) approval) limited to the Petitioner for the property located at 7950 North Santa Monica Boulevard, Fox Point, Wisconsin 53217 for the following uses: construction and creation of pickleball courts, and all other currently lawfully existing uses on the subject property, including the use of tennis courts, in accordance with plans, documents, and specifications presented to the Village of Fox Point on January 9, 2024.
2. The Conditional Use approval is subject to the hours of operation for pickleball activities being restricted to 8:00 a.m. to dusk daily.
3. The Conditional Use approval shall not be in full force and effect until such time as the Petitioner obtains the necessary approvals and satisfies all comments, conditions, and concerns of the:
 - a. Village of Fox Point Plan Commission for a landscape plan including screening and fencing. The plan shall depict the location of Arbor Vitae, or equivalent as approved by the Plan Commission, which are required to be located along all outer boundaries of the pickle ball courts to the extent practicable, to screen the fence from the surrounding neighbors, along with a maintenance plan ensuring that screening vegetation continues in such locations for the duration of this conditional use permit. The Petitioner's plan must also include details of the proposed sound screens, which are subject to Plan Commission approval, and are required to be installed and maintained for the duration of the conditional use permit to decrease sound coming from the property. The sound screens shall be depicted on the landscape plan. Should the sound screens become damaged or deteriorated they shall be replaced to ensure they remain as visually appealing and as effective as new for the duration of the conditional use permit, reasonable wear and tear excepted.
4. The Petitioner shall not install or use outdoor lights on the pickleball courts.
5. With the exception of emergencies (such as storm warnings), there will be no sound amplification system used on or near the pickleball courts.
6. This approval is granted for the express conditions stated herein. Changes or alterations including, but not limited to, a change in use, premises, lands, or ownership of the property in question shall require a new Site Plan/Plan of Operation permit with all the zoning procedures at the time being followed. The allowed uses of the property must at no time be hazardous, harmful, obnoxious, offensive, or a nuisance by reasons of appearance, sound,

*** DRAFT APPROVAL – For Discussion Purposes Only ***

dust, smoke, odor, or other similar factors. Any use not specifically listed, as permitted, shall be considered to be prohibited, except as may be otherwise specified herein.

7. The Petitioner shall keep the exterior condition of the premises in a neat and orderly condition at all times so the premises will not detract from neighboring premises. There shall be no outside storage of junk, debris, or other refuse materials within the property and all such materials shall be disposed of promptly and properly.
8. The Petitioner shall allow Village of Fox Point representatives to inspect the premises upon reasonable notice for the purposes of determining compliance with this approval.
9. The Petitioner shall obtain all required permits from the Village of Fox Point prior to commencing the pickle ball court construction work.
10. This conditional use permit is subject to the Petitioner acknowledging receipt of this Conditional Use Order and agreeing to comply with all conditions imposed in writing, prior to the conditional use permit being effective.
11. The Petitioner and/or Property Owner shall, on demand, reimburse the Village of Fox Point for all costs and expenses of any type incurred by the Village of Fox Point in connection with the review and approval of this application, including, but not limited to, the cost of professional services incurred by the Village of Fox Point for the review and preparation of required documents, attendance at meetings or other related professional services as well as to enforce the conditions in this approval due to a violation of these conditions. Additionally, any unpaid bills owed to the Village of Fox Point by the Subject Property Owner and/or Agent, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees or forfeitures owed to the Village of Fox Point must be paid on demand and prior to issuance of any permits and shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of the billing by the Village of Fox Point, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to Village of Fox Point, including possible cause for termination of the conditional approval.
12. Uses previously approved for the Subject Property may continue. The Agreement and Plan of Operation dated November 30, 2006 between the Village and the Petitioner remains in effect and is unchanged by this Conditional Use Order.
13. Other Conditions.
 - a. 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 of Fox Point ordinance or other law.

*** DRAFT APPROVAL – For Discussion Purposes Only ***

- b. This Conditional Use hereby authorized shall be confined to the subject property described, without extension or expansion other than as noted herein, and shall not vary from the purposes herein mentioned unless expressly authorized in writing by the Village of Fox Point Plan Commission as being in compliance with all pertinent ordinances.
- c. Should the permitted Conditional Use be abandoned in any manner, or discontinued in use for eighteen (18) months, or continued other than in strict conformity with the conditions of the original approval, or should the Petitioner be delinquent in payment of any monies due and owing to 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 of Fox Point Plan Commission, pursuant to the enforcement provisions of this Conditional Use Order.
- d. 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, structures, lands or owners, other than as specifically authorized herein, shall require a permit amendment or restated permit as set forth below and all procedures in place at the time must be followed.
- e. Unless this Conditional Use Permit expressly states otherwise, plans that are specifically required by this Conditional Use Order may be amended upon the prior approval of the Village of Fox Point Plan Commission if the Village of Fox Point Plan Commission finds the plan amendment to be minor and consistent with the Conditional Use Permit. Any change in any plan that the Village of Fox Point Plan Commission feels, in its sole discretion, to be substantial, shall require a restated permit, and all procedures in place at the time must be followed.
- f. 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.
- g. 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 Village of Fox Point Plan Commission.

The Petitioner provided substantial evidence of meeting or agreeing to meet these conditions. There was insufficient substantial evidence from opponents to the contrary.

[signatures on following pages]

Dated this _____ day of _____, 20____.

By:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF [])

NOTARY PUBLIC, STATE OF WI
Print Name: _____
My Commission Expires: _____

*** DRAFT APPROVAL – For Discussion Purposes Only ***

Dated this ____ day of _____, 20__.

VILLAGE OF FOX POINT

By:
Christine Symchych, Village President

ATTEST:

Sara A. Bruckman, Village Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me on this ____ day of _____, 20____, the above-named Christine Symchych, Village President and Sara A. Bruckman, Village Clerk executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
My Commission Expires: _____

This instrument was drafted by
Attorney Eric J. Larson
Municipal Law & Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

*** DRAFT DENIAL – For Discussion Purposes Only ***

Document Number	Document Title
Village of Fox Point 7200 N. Santa Monica Boulevard Fox Point, WI 53217 CONDITIONAL USE ORDER: DENIAL The Town Club [date] Petitioner: The Town Club Tax Key: ☐ FINDINGS OF FACT¹ 1. On or about November 20, 2023, the Petitioner submitted an application for a conditional use permit to the Plan Commission to construct eight (8) pickleball courts on the property. 2. Pursuant to Section 745-20(B)(1) of the Village of Fox Point Zoning Code, the Petitioner's application included all required materials, and the filing fee required by Chapter 63 of the Village of Fox Point Code was paid at the time of filing the application. 3. At its December 4, 2023 meeting, the Plan Commission studied the Petitioner's application, and considered the four standards in Section 745-20(B)(2) of the Village of Fox Point Zoning Code, which are as follows: (a) Appropriate in the location proposed; (b) Compatible with the neighborhood; (c) Not detrimental to the property values of surrounding property; and (d) In keeping with the residential character and quality of the Village. 4. The Plan Commission found that the standards of Section 745-20(B)(2) of the Village of Fox Point Zoning Code have been met, and pursuant to Section 745-20(B)(7) of the Village of Fox Point Zoning Code, recommended the Village Board approve conditional approval of the	
Recording Area Name and Return Address: Eric J. Larson Municipal Law & Litigation Group, S.C. 730 N. Grand Avenue Waukesha, WI 53186 Tax Identification Number:	

¹To the extent that findings of fact shown herein represent conclusions of law, these shall be deemed to be conclusions of law. To the extent that conclusions of law shown herein represent findings of fact, these shall be deemed to be findings of fact. The heading under which the statements are made shall not be controlling.

*** DRAFT DENIAL – For Discussion Purposes Only ***

conditional use permit with an amendment to the language of the conditional use order adding that the continued use of tennis be allowed; and that the addition of windscreens be used to reduce the sound.

5. Pursuant to Section 745-20(B)(4), the Village Board scheduled a public hearing on the Petitioner's application.
6. Upon publication of the required "Notice of Public Hearing" and mailing of said "Notice of Public Hearing" to all parties-in-interest as required by Section 745-20(B)(5) of the Village of Fox Point Zoning Code, & Wisconsin Statutes Sections 61.35 & 62.23(7)(de), the Village Board held a public hearing on January 9, 2024, as required by Section 745-20(B)(6) of the Village of Fox Point Zoning Code.
7. The purpose of the scheduled Public Hearing was to consider said application.
8. Residents Amy Borch and Kevin King provided letters in opposition to the proposed use that were incorporated into the record. Ms. Borch's letters included videos from her property which highlighted the amount of noise coming from The Town Club's current property, as well as articles from the New York Times and NPR which discuss the noise problems resulting from pickleball. These videos and articles were included as part of the record.
9. Several residents spoke at the Public Hearing, with some expressing support and others expressing concerns about the proposed use.
 - a. Amy Borch spoke in opposition of the application at the public hearing due to the noise caused by pickleball, and the frequency and duration of the noise.
 - b. Karen King spoke in opposition due to the frequent noise that would result from the pickleball courts.
 - c. Brian Hartman spoke in opposition due to the noise, and the disruption that will be caused by the lights at the court.
 - d. Paula Rivet spoke in opposition due to the noise caused by the courts, noting that the frequency of noise is similar to garbage trucks. Ms. Rivet also raised concerns of the proposed hours the courts will be open.
 - e. Steve Spadafora spoke in support of the proposed use, noting that pickleball is a growing sport and this will provide further courts.
 - f. Sara Koehn spoke in support of the proposed use, noting that the courts will provide a social hub, the sounds of community, will attract growing families, and the proposed wind screen shows the Petitioner is mindful of their surroundings.
 - g. Archer Roberts spoke in support of the proposed use.

*** DRAFT DENIAL – For Discussion Purposes Only ***

- h. Will Stalle spoke in support in support of the proposed use, noting it provides a place for community members to gather and play sports.
 - i. Peter Klug spoke in support of the proposed use. He noted that the Petitioner will keep the exact same footprint, with the noise reduction screen, the noise will be reduced to an acceptable level, and that there will be no lights, so pickleball will only be a daytime activity.
 - j. Mr. Peter Coffey spoke in support, of the proposed use, noting that similar uses around the Village, such as the Fox Point Municipal Pool, are louder than this proposed use.
- 10. The Village Board closed the public hearing and discussed the matter. Trustee Fonstad noted that the Plan Commission heard no complaints to the Plan Commission or issues regarding the noise of The Town Club. As part of the proposed use, the Town Club intends to maintain the Arbor Vitae, and it intends to install a wind screen to further decrease potential noise from the proposed use.
- 11. The Village Board finds that the Petitioner failed to present substantial evidence that the use is appropriate in the location proposed. The location backs up to a residential neighborhood. The noise caused from pickleball will create disruptions and lower the overall quality of life for these neighboring properties. The opponents did provide substantial evidence that the location of the pickleball courts is inappropriate in relation to the residential neighborhood and the disruptions it will cause.
- 12. The Village Board finds that the Petitioner failed to present substantial evidence that the proposed use is compatible with the neighborhood. The location backs up to a residential neighborhood. The opponents provided substantial evidence that the proposed use is not compatible with the neighborhood, due to the deleterious effects it will cause to the residents. The noise resulting from the pickleball courts will disrupt abutting property owners day-to-day lives, diminish these residents ability to enjoy their property, and may cause disputes between the Petitioner and abutting property owners.
- 13. The Village Board finds that the Petitioner failed to present substantial evidence that the proposed use is not detrimental to the surrounding property values. The Petitioner did not present any evidence that the proposed use would not be detrimental to the surrounding property values.
- 14. The Village Board finds that the Petitioner did not provide substantial evidence that the proposed use keeps with the residential character and quality of the Village. The proposed use will cause disruptions to residents' everyday life, and it will decrease the quality of life for the residents that abut the Petitioner's property.
- 15. Ultimately, upon consideration of all of the information provided at the public hearing, the Village Board finds that the Petitioner has not shown by substantial evidence that all standards of the Village of Fox Point Zoning Ordinance would be met, and substantial evidence to the contrary has been provided.

*** DRAFT DENIAL – For Discussion Purposes Only ***

CONCLUSIONS OF LAW²

1. Section 745-20(B)(2)(a) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: Whether the proposed use is appropriate in the location proposed. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the Petitioner has not met this standard because the proposed use will create disruptions and lower the overall quality of life of the abutting residents due to the noise caused by pickleball.
2. Section 745-20(B)(2)(b) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: Whether the proposed use is compatible with the neighborhood. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the Petitioner has not met this standard because the close proximity to residential properties and the resulting noise will disrupt abutting property owners day-to-day lives, diminish these residents ability to enjoy their property, and may cause disputes between the Petitioner and abutting property owners.
3. Section 745-20(B)(2)(c) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: That the proposed use is not detrimental to the property values of surrounding property. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the Petitioner has not met this standard. The Petitioner did not present evidence in this regard.
4. Section 745-20(B)(2)(d) of the Village of Fox Point Zoning Code states the following standard the Village Board must consider in determining whether to grant a conditional use permit: That the proposed use is consistent in keeping with the residential character and quality of the Village. Upon the substantial evidence presented and the foregoing Findings of Fact, the Village Board concludes that the Petitioner has not met this standard because the proposed use will cause disruptions to residents' everyday life, and it will decrease the quality of life for those residents that abut the Petitioner's property.
5. Wisconsin Statutes Section 62.23(7)(de)2.b., states, in part: "The applicant must demonstrate that the application and all requirements and conditions established by the [village] relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence." The Village Board finds that the Petitioner failed to make the required demonstration in support of the application.

² See footnote 1.

*** DRAFT DENIAL – For Discussion Purposes Only ***

THEREFORE, IT IS ORDERED AS FOLLOWS:

The conditional use permit application of The Town Club for pickleball courts, **IS
HEREBY DENIED.**

Dated this ____ day of _____, 20__.

VILLAGE OF FOX POINT

By: _____
Christine Symchych, Village President

ATTEST:

Sara A. Bruckman, Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

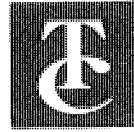
Personally came before me on this ____ day of _____, 20____, the above-named Christine Symchych, Village President and Sara A. Bruckman, Village Clerk executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
My Commission Expires: _____

This instrument was drafted by
Attorney Eric J. Larson
Municipal Law & Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

THE TOWN CLUB

7950 NORTH SANTA MONICA BOULEVARD



MILWAUKEE
WISCONSIN 53217
352-6800

JOHAN C. R. SEGERDAHL, PRESIDENT
TIMOTHY R. AIK, VICE PRESIDENT
RAND B. ROHMER, SECRETARY-TREASURER

November 29, 2006

Fox Point Village Board
7200 N. Santa Monica Boulevard
Fox Point, WI 53217

Re: Town Club Policies Regarding Paging Hours and Platform Tennis Hours

Ladies and Gentlemen:

We write regarding the Town Club's application for a building permit to construct a new bathhouse adjacent to its eastern swimming pool, and to remodel the east side of its main Clubhouse. You have specifically asked that we address the Club's policies with regard to paging hours and platform tennis hours.

Please be advised that from this day forward under Town Club policy:

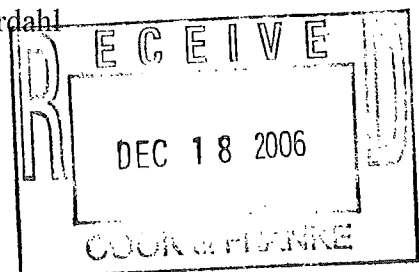
1. Staff are prohibited from non-essential paging by outdoor loudspeaker at any time of day or night between November 1 and April 30, and between 6:00 p.m. and 7:00 a.m. between May 1 and October 31.
2. Club rules prohibit the use of the platform tennis courts before sunrise or 7:00 a.m. whichever is later and after 10:00 p.m., year round. The lights on the courts are only turned on when the courts are in use, and they have been set to automatically turn off at 10:00 p.m. when they are in use at that time.

These policies are in effect as of the date of this letter and shall remain in effect until further notice.

Very truly yours,

Johan C.R. Segerdahl
President

369751:571



AGREEMENT AND PLAN OF OPERATION

This Agreement and Plan of Operation ("Agreement") is entered into this 30th day of November, 2006 by and between The Village of Fox Point, a Wisconsin municipal corporation ("Village") and The Town Club, a Wisconsin non-stock corporation ("Town Club").

RECITALS

WHEREAS, the Town Club has applied to the Village for a building permit to construct a new bathhouse to replace the existing bathhouse at its current location immediately east of and adjacent to its easternmost swimming pool and to remodel the east side of its main Clubhouse (the "Project"); and

WHEREAS, Section 14.23 of the Fox Point Municipal Code ("Code") provides that in the F institutional district, the district in which the Town Club is currently zoned, the Town Club must make written application to the Village Board for a permit for the Project; and

WHEREAS, Section 14.23 requires that the Plan Commission study the application and hold a joint meeting with the Building Board after which it is to advise the Village Board as to whether four standards have been met, to wit whether the proposed construction is:

(a) appropriate in the location proposed; (b) compatible with the neighborhood; (c) not detrimental to the property values of surrounding property; and (d) in keeping with the residential character and quality of the Village; and

WHEREAS, the Village Board is required under Section 14.23 (5) to issue a permit for the Project if it finds that the four standards have been met with regard to the Project; and

WHEREAS, the Plan Commission voted favorably to refer the building permit to the Village Board for approval having found that the four standards in the Code had been met; and

WHEREAS, the Building Board has approved the Project as proposed; and

WHEREAS, the Village Board conducted a public hearing on October 10, 2006 after which it found that the four standards had been met and further by motion approved the application subject to Village Board approval for a Plan of Operation addressing paging and platform tennis hours and compliance with noise and lighting ordinances; and subject to the Town Club and the Village entering into this Agreement; and

WHEREAS, the Village and the Town Club enter into this Agreement as part of the issuance of the building permit for the Project;

NOW, THEREFORE, be it resolved, it is hereby agreed as follows:

1. This Agreement shall constitute the Plan of Operation and Agreement called for in the Village Board's October 10, 2006 approval of the Project.
2. The Town Club agrees that it will comply with Village noise ordinances and lighting ordinances.
3. The Village agrees that it will notify the manager of the Town Club upon receipt of complaints of violations of the lighting or noise ordinances by the Town Club.
4. The Town Club agrees that it will be subject to the penalties outlined in the Code for any and all violations of the noise ordinance and lighting ordinance.
5. The Village acknowledges receipt from the Town Club of the Town Club's current policies regarding outdoor loudspeaker paging hours and platform tennis hours of play.
6. The Town Club agrees that it will notify the Village in advance of any proposed change in club rules or policies with regard to paging hours or platform tennis hours of play.
7. The Town Club agrees that it will manage all swimming pool chemicals in accordance with all state and federal laws and Village ordinances regarding health, safety, and hygiene.

8. In the event of any breach of this Agreement constituting a violation of Village ordinances, the Village's remedy shall be enforcement of the Code, whether by civil forfeiture in municipal court, or by circuit court action seeking enforcement of the terms of the Code.

9. In the event of any breach of this Agreement constituting a violation of state or federal law, the Village may report such breach to the proper authorities as complainant.

10. The recitals, captions, and section headings in this Agreement are hereby incorporated by reference into this Agreement in its substantive terms.

11. If any portion or provision of this Agreement found to be invalid, prohibited, or unenforceable by a court of competent jurisdiction, such invalidity, prohibition or unenforceability shall apply only to the portion or portions of a provision or provisions of this Agreement so adjudged without invalidating the remaining provisions (and portions thereof) of this Agreement.

12. This Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin.

13. The Town Club remains in all other respects subject to all of the requirements of the Code. In the event of inconsistencies between the Code and this Agreement, the Code shall control.

14. There are no exhibits or addenda to this Agreement.

15. All written notices or correspondence under this Agreement or with regard to compliance with the Code shall be delivered to the respective parties at the following addresses:

To the Town Club:

Edward V. Mixdorf
Club Manager
Town Club
7950 North Santa Monica Blvd.
Fox Point, WI 53217

To the Village of Fox Point:

Village Manager
7200 N. Santa Monica Boulevard
Fox Point, WI 53217

16. This Agreement represents the entire Agreement between the parties. All prior agreements whether oral or written are hereby merged into this Agreement and superseded. This Agreement can only be amended in writing and signed by duly authorized representatives of both parties.

17. The parties hereto have had full and fair opportunity for review of this Agreement by their counsel. As such, neither party will claim nor enjoy any presumption with regard to the interpretation of the terms of this Agreement based upon the authorship or draftsmanship of one party or the other.

18. The undersigned are duly authorized under the laws of the State of Wisconsin and the respective ordinances or bylaws of the respective parties to enter into this Agreement on behalf of the parties.

VILLAGE OF FOX POINT

By: _____

Michael A. West
Village President

THE TOWN CLUB

By: _____

Johan C.R. Segerdahl
President

Attest: Constance K. McHugh
Constance K. McHugh
Village Clerk

By: Timothy R. Aik
Timothy R. Aik
Vice President

[Attest:] Rand B. Rohmer
By: Rand B. Rohmer
Rand B. Rohmer
Secretary-Treasurer

To: Fox Point Village Board
From: Amy Barth
Date: Feb 6, 2024

After the last board meeting I was talking to some neighbors and realized that only those of us whose property immediately abuts the Town Club were notified of this potential use.

Homeowners even one or two houses away from the proposed courts were not aware that this was under discussion, and these people should have an opportunity to weigh in on this use.... they are very close and will be impacted as much as any of us that have abutting property..

I talked to neighbors on:

- N Boyd Way: North of Hyde Way to the dead end.
- N Boyd Way: South of Hyde Way about 1/3 of the block towards Calumet
- Hyde Way: The block between Links and Boyd.

Overwhelmingly, the people I talked to were concerned about the impact of pickleball on property values and the impact the noise will have on us and are opposed to the conditional use.

I gathered over 20 signatures from concerned neighbors, and of course there were quite a few homes where I wasn't able to speak to anyone.

Please take this under advisement and carefully consider this before making any decision that could have a long term negative impact on so many members of our community.

I've attached the list here and will bring the original copy to village hall later today.

Amy Barth

RECEIVED
FEB 07 2024
Village of Fox Point
7200 N Santa Monica Blvd.
Fox Point, WI 53217

9:12
NS

We Oppose Pickleball at the Town Club

The Town Club is seeking a conditional use permit that would allow Pickleball games, matches, leagues, lessons and social mixers on their southern tennis courts. These courts are very close to our homes.

- Pickleball courts reduce property values for several blocks, & reduces pool of future buyers
- The noise level and frequency of pickleball sounds are incompatible with our ability to enjoy our homes/yards.
- High density of players means more social noise (up to 16 players per tennis court)

There are pickleball lawsuits and complaints all around the country. Let's tell the Fox Point village board know about the negative impact this will have on us.

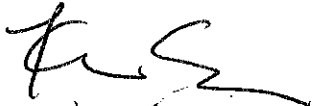
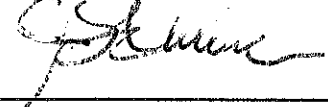
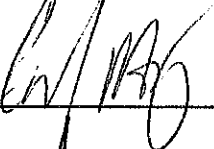
Date	Name	Address	Phone #	Signature
1/21/24	Amy Barth	7815 N Boyd Way Fox Point	414-477-8527	Amy Barth
1/21/24	Jim Pykeff	7811 N Boyd Way Fox Point	414-682-0066	Jim Pykeff
1/21/24	Kevin King	7805 N Boyd Way Fox Point	414-331-9116	Kevin King
1/21/24	Miriam King	7805 N. Boyd Way Fox Point NE 5317	859-321-1015	Miriam King
1/21/24	Lee Green	7841 N Boyd Way	512-400-5117	Lee Green
1/21/24	Chris Kondrick	7901 N Boyd Way	414-228-0947	Chris Kondrick
1-21-24	John Karl	7901 N. Boyd Way	414-228-0447	John Karl
1-21	Caroline Robben	7919 N Boyd Way	303-803-6073	C. Robben
1/21/24	Celeste Biggar	7837 N Boyd Way	262-414-2193	Celeste Biggar
1/21/24	Shane Bissler	7837 N Boyd Way	7	Shane Bissler
1/21/24	Evan Bretzmann	7808 N Boyd Way	262-707-1884	Evan Bretzmann

We Oppose Pickleball at the Town Club

The Town Club is seeking a conditional use permit that would allow Pickleball games, matches, leagues, lessons and social mixers on their southern tennis courts. These courts are very close to our homes.

- Pickleball courts reduce property values for several blocks, & reduces pool of future buyers
- The noise level and frequency of pickleball sounds are incompatible with our ability to enjoy our homes/yards.
- High density of players means more social noise (up to 16 players per tennis court)

There are pickleball lawsuits and complaints all around the country. Let's tell the Fox Point village board know about the negative impact this will have on us.

Date	Name	Address	Phone #	Signature
1/21/24	binster	804 E Hyde Way Fox Point, WI 53217	808-392-5999	
1/21/24	SCHUNKER	508 E H. WAY	414 559 3315	
1/21/24	Terry Blech	805 E. Hyde Way	352 7002	Terry Blech
1/21/24	Ray Levison	7829 N. 13th Blvd	314 414 7528	Ray Levison
1/27/24	Kia Bror	7723 N. Boyd Way	414-331-0888	
1/27/27	Mc Shane	7838 N. Boyd Way	414 352-1984	Tom McShane
1/28/24	Brian Hartnett	7801 N. Boyd Way	414 228-7677	
1/28/24	Vin Murray	1823 N. Boyd Way	262 573 0720	
2/3/2024	Cal Moley	7745 N. Boyd Way 53217	917-373-4201	
2/3/24	Jim KRAV	7633 N. Boyd Way 53217	626 825-1666	
2/5/24	Jon Hughes	7705 N. Boyd Way 53217	414-979-1482	

Scott Botcher

From: boydway4@aol.com
Sent: Monday, January 29, 2024 1:10 PM
To: Scott Botcher
Subject: Pickleball at the Town Club

Hello Scott. My name is Chris Kondrick. I live at 7901 N. Boyd Way. My wife and I have lived here for 30+ years.

Regarding Pickleball, I know that the game is exceptionally loud. It is the nature of the hardness of the paddles and the balls. Every time the ball strikes the paddle it makes a high pitched knock that is very piercing. Players usually make the typical grunts and screams of joy and frustration.

While my home is approximately a block away, I suspect the noise will carry, especially on a day with a south to north breeze. The light pollution from night time lights could also alter the night sky.

For these reasons, if Town Club wants to have pickleball courts right next to neighboring homes, I feel they should proceed only if there are total sound and light barriers. Without such protection, neighboring properties will surely lose value and be harder to sell when that time comes.

If questions, feel free to contact me.

Sent from the all new AOL app for iOS

Scott Botcher

From: Kim Brier <kbrier21@gmail.com>
Sent: Saturday, January 27, 2024 3:17 PM
To: Scott Botcher
Subject: Town Club - pickle ball plans

Hi Scot,

This is Kim Brier at 7723 N. Boyd Way. It has been brought to my attention that the Town Club is possibly looking to expand their pickle ball courts. I would NOT be in favor of this as the noise, currently, is annoying and loud. I have a short time to enjoy my time on my deck and all I hear is the plastic ball hitting the racket and echoing into my back yard, along with their voices. It's already loud enough and disturbing so please do not allow any expansion or additional allowances for more pickleball. There are a lot of empty parcels of land, outside of residential neighborhoods, for pickleball lovers to play their sport. We just had a huge increase in our property taxes, as you know. I want to enjoy my quiet neighborhood for as long as I can. I understand that the Town Club was there before I bought my house but the idea of expanding any courts just increases the noise level and I am very opposed to the idea, not to mention the possible affect on the value of our homes. I am one of those whose yards are affected by the noise. I play pickleball, tennis, etc and love the sport but not in my backyard. Please consider our point of view. I'm not in favor of the expansion or placing a time restriction on it either. It never works and not sure who is going to police that. It's an unnecessary project and will only cause problems.

Thank you for listening and considering those of us who are affected.

Sent from my iPhone

Kim Brier
414-331-0808
Kbrier21@gmail.com



VILLAGE OF FOX POINT

MILWAUKEE COUNTY
WISCONSIN

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

To: Village of Fox Point Village Board
From: Scott Brandmeier, Director of Public Works
Through: Scott Botcher, Village Manager
Date: February 6, 2024
Re: Recommendation for Acceptance of Bid for 2024 Bradley Road-Road and Utility Project

The proposed 2024 capital improvement project for Bradley Road includes the replacement of the water main, improvements to the storm sewer, addition of a walking path on the north side of the road and reconstruction of the roadway.

The bid opening for Bradley Road-Road and Utility Project was held on January 25, 2024 and six contractors bid on the work to be performed. The bid prices ranged from \$3,545,457 up to \$4,465,829.

The Village budgeted \$4,375,000 to perform the work, including construction inspection (\$1,473,000 for road and path work, and \$1,398,000 for storm sewer work, and \$1,484,000 for water main work). UPI LLC, the low bidder for the project and who has completed prior capital improvements for the Village, is about \$800,000 under budget.

After reviewing the bids and the bid recommendation letter, it is my recommendation to award the work to UPI LLC in the amount of \$3,545,457 and authorize the Village President and Village Clerk to sign the contract on behalf of the Village. There is adequate budget available in the Capital Projects and Water Funds for the work to be performed.



115 South 84th Street, Suite 220, Milwaukee Wisconsin 53214 • 414.257.3150 • baxterwoodman.com

January 29, 2024

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

RECOMMENDATION TO AWARD

Subject: Village of Fox Point – 2024 Bradley Road Reconstruction

Dear Mr. Brandmeier:

The following six bids for the Village's 2024 Bradley Road Reconstruction were opened on January 25, 2024 at 10:00 am:

<u>Bidder</u>	<u>Bid Amount</u>
Vinton Construction Company Two Rivers, WI	\$4,456,654.63 – as read
Globe Contractors Pewaukee, WI	\$4,042,456.90 – as read
All Ways Contractors Elm Grove, WI	\$3,547,229.15 – as read
Zignego Company Waukesha, WI	\$3,812,167.04 – as read \$3,798,604.94 – as corrected
UPI New Berlin, WI	\$3,545,457.00 – as read
Veit & Company Rogers, MN	\$4,465,829.10 – as read
Engineer's Opinion of Probably Cost	\$4,257,944.50

The Bid for Zignego Company included errors for two item totals. Per our bid instructions the actual calculated amount based on unit prices will be used, but it does not affect the low bidder.

We have analyzed each of the bids and find UPI to be the lowest responsible and responsive bidder. Their Bid was \$712,487.50 (17%) below our pre-bid opinion of probable cost.

The Bid Tabulation is enclosed for the Village's records.

Sincerely,
BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read 'R. Wallace', is positioned above the printed name.

Ryan E. Wallace, PE
Enc.

P:\FOXPV\212037-Bradley Road Reconst\40-Design\8.9_AssistBidding\212037-II\212037-II-Award Recommendation.docx

Bid Date/Time: January 25, 2024/10:00 AM
Engineer's Job No. 212037.40

				Engineer's Estimate		Vinton		Globe		All Ways		Zignego		UPI		Veit	
No.	Item	Quantity	Unit	Unit Price	Total Price	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	EACH	\$ 200,000.00	\$ 200,000.00	\$ 410,000.00	\$ 410,000.00	\$ 110,000.00	\$ 110,000.00	\$ 104,450.00	\$ 104,450.00	\$ 115,000.00	\$ 115,000.00	\$ 43,956.00	\$ 43,956.00	\$ 26,444.40	\$ 26,444.40
2	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 8,700.00	\$ 8,700.00	\$ 10,000.00	\$ 10,000.00	\$ 18,180.00	\$ 18,180.00	\$ 20,595.00	\$ 20,595.00
3	Traffic Control Detour	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00	\$ 24,000.00	\$ 24,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,292.00	\$ 9,292.00	\$ 18,917.30	\$ 18,917.30
4	Construction Staking	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 65,000.00	\$ 65,000.00	\$ 45,000.00	\$ 45,000.00	\$ 43,300.00	\$ 43,300.00	\$ 75,000.00	\$ 75,000.00	\$ 76,750.00	\$ 76,750.00	\$ 96,027.00	\$ 96,027.00
5	Erosion Control	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 18,350.00	\$ 18,350.00	\$ 19,000.00	\$ 19,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 29,005.00	\$ 29,005.00	\$ 20,730.50	\$ 20,730.50
6	Site Removals	1	LS	\$ 175,000.00	\$ 175,000.00	\$ 36,500.00	\$ 36,500.00	\$ 91,000.00	\$ 91,000.00	\$ 56,330.00	\$ 56,330.00	\$ 232,000.00	\$ 232,000.00	\$ 60,678.00	\$ 60,678.00	\$ 19,516.60	\$ 19,516.60
7	Tree Pruning	25	EACH	\$ 1,000.00	\$ 25,000.00	\$ 100.00	\$ 2,500.00	\$ 360.00	\$ 9,000.00	\$ 100.00	\$ 2,500.00	\$ 100.00	\$ 2,500.00	\$ 361.00	\$ 9,025.00	\$ 112.95	\$ 2,823.75
8	Tree Root Pruning	25	EACH	\$ 500.00	\$ 12,500.00	\$ 69.00	\$ 1,725.00	\$ 360.00	\$ 9,000.00	\$ 100.00	\$ 2,500.00	\$ 69.00	\$ 1,725.00	\$ 207.00	\$ 5,175.00	\$ 77.95	\$ 1,948.75
9	Connect to Water Main (Non-Pressure) 6-Inch	7	EACH	\$ 6,000.00	\$ 42,000.00	\$ 4,920.00	\$ 34,440.00	\$ 4,000.00	\$ 28,000.00	\$ 5,456.00	\$ 38,192.00	\$ 5,500.00	\$ 38,500.00	\$ 5,456.00	\$ 38,192.00	\$ 3,158.15	\$ 22,107.05
10	Connect to Water Main (Non-Pressure) 8-Inch	7	EACH	\$ 6,500.00	\$ 45,500.00	\$ 5,340.00	\$ 37,380.00	\$ 4,000.00	\$ 28,000.00	\$ 5,605.00	\$ 39,235.00	\$ 5,605.00	\$ 39,235.00	\$ 5,605.00	\$ 39,235.00	\$ 3,516.50	\$ 24,615.50
11	Connect to Water Main (Non-Pressure) 12-Inch	2	EACH	\$ 7,000.00	\$ 14,000.00	\$ 8,020.00	\$ 16,040.00	\$ 4,500.00	\$ 9,000.00	\$ 5,942.00	\$ 11,884.00	\$ 600.00	\$ 1,200.00	\$ 5,942.00	\$ 11,884.00	\$ 6,555.15	\$ 13,110.30
12	Connect to Water Main (Non-Pressure) 16-Inch	2	EACH	\$ 15,000.00	\$ 30,000.00	\$ 7,500.00	\$ 15,000.00	\$ 5,000.00	\$ 10,000.00	\$ 6,452.00	\$ 12,904.00	\$ 6,500.00	\$ 13,000.00	\$ 6,452.00	\$ 12,904.00	\$ 11,982.90	\$ 23,965.80
13	Water Main (Open Cut) 6-Inch PVC	302	LF	\$ 125.00	\$ 37,750.00	\$ 150.00	\$ 45,300.00	\$ 170.00	\$ 51,340.00	\$ 127.00	\$ 38,354.00	\$ 127.00	\$ 38,354.00	\$ 127.00	\$ 38,354.00	\$ 143.90	\$ 43,457.80
14	Water Main (Open Cut) 8-Inch PVC	4,486	LF	\$ 150.00	\$ 672,900.00	\$ 153.00	\$ 686,358.00	\$ 151.00	\$ 677,386.00	\$ 119.00	\$ 533,834.00	\$ 119.00	\$ 533,834.00	\$ 119.00	\$ 533,834.00	\$ 153.20	\$ 687,255.20
15	Water Main (Open Cut) 12-Inch PVC	31	LF	\$ 250.00	\$ 7,750.00	\$ 330.00	\$ 10,230.00	\$ 500.00	\$ 15,500.00	\$ 267.00	\$ 8,277.00	\$ 267.00	\$ 8,277.00	\$ 267.00	\$ 8,277.00	\$ 251.70	\$ 7,802.70
16	Water Main (Open Cut) 16-Inch PVC	73	LF	\$ 800.00	\$ 58,400.00	\$ 420.00	\$ 30,660.00	\$ 265.00	\$ 19,345.00	\$ 277.00	\$ 20,221.00	\$ 277.00	\$ 20,221.00	\$ 277.00	\$ 20,221.00	\$ 242.40	\$ 17,695.20
17	Steel Casing Pipe - 24-inch (Jacked and Bored)	100	LF	\$ 1,000.00	\$ 100,000.00	\$ 1,140.00	\$ 114,000.00	\$ 980.00	\$ 98,000.00	\$ 1,038.00	\$ 103,800.00	\$ 1,038.00	\$ 103,800.00	\$ 1,038.00	\$ 103,800.00	\$ 1,065.60	\$ 106,560.00
18	Gate Valve and Box - 6-Inch	3	EACH	\$ 2,600.00	\$ 7,800.00	\$ 2,185.00	\$ 6,555.00	\$ 2,300.00	\$ 6,900.00	\$ 1,849.00	\$ 5,547.00	\$ 1,900.00	\$ 5,700.00	\$ 1,849.00	\$ 5,547.00	\$ 2,710.35	\$ 8,131.05
19	Gate Valve and Box - 8-Inch	13	EACH	\$ 3,500.00	\$ 45,500.00	\$ 2,925.00	\$ 38,025.00	\$ 3,200.00	\$ 41,600.00	\$ 2,537.00	\$ 32,981.00	\$ 2,537.00	\$ 32,981.00	\$ 2,537.00	\$ 32,981.00	\$ 3,532.20	\$ 45,918.60
20	Gate Valve and Box - 12-inch	2	EACH	\$ 4,500.00	\$ 9,000.00	\$ 5,030.00	\$ 10,060.00	\$ 5,500.00	\$ 11,000.00	\$ 4,439.00	\$ 8,878.00	\$ 4,439.00	\$ 8,878.00	\$ 4,439.00	\$ 8,878.00	\$ 6,374.00	\$ 12,748.00
21	Butterfly Valve In Box - 16-Inch	2	EACH	\$ 7,000.00	\$ 14,000.00	\$ 6,900.00	\$ 13,800.00	\$ 7,200.00	\$ 14,400.00	\$ 5,923.00	\$ 11,846.00	\$ 5,923.00	\$ 11,846.00	\$ 5,923.00	\$ 11,846.00	\$ 7,879.15	\$ 15,758.30
22	Fire Hydrant	7	EACH	\$ 8,500.00	\$ 59,500.00	\$ 8,575.00	\$ 60,025.00	\$ 7,800.00	\$ 54,600.00	\$ 8,865.00	\$ 62,055.00	\$ 8,900.00	\$ 62,300.00	\$ 8,865.00	\$ 62,055.00	\$ 10,254.90	\$ 71,784.30
23	Fire Hydrant Barrell Extension	9	LF	\$ 1,500.00	\$ 13,500.00	\$ 1,660.00	\$ 14,940.00	\$ 1,800.00	\$ 16,200.00	\$ 1,525.00	\$ 13,725.00	\$ 1,525.00	\$ 13,725.00	\$ 1,525.00	\$ 13,725.00	\$ 2,248.70	\$ 20,238.30
24	Water Service Pipe 1.25-Inch	2,250	LF	\$ 90.00	\$ 202,500.00	\$ 106.00	\$ 238,500.00	\$ 100.00	\$ 225,000.00	\$ 71.00	\$ 159,750.00	\$ 71.00	\$ 159,750.00	\$ 71.00	\$ 159,750.00	\$ 114.35	\$ 257,287.50
25	Water Service Pipe 2-Inch	60	LF	\$ 100.00	\$ 6,000.00	\$ 106.00	\$ 6,360.00	\$ 108.00	\$ 6,480.00	\$ 71.00	\$ 4,260.00	\$ 71.00	\$ 4,260.00	\$ 71.00	\$ 4,260.00	\$ 205.55	\$ 12,333.00
26	Water Service Connection 1.25-Inch	46	EACH	\$ 2,500.00	\$ 115,000.00	\$ 2,300.00	\$ 105,800.00	\$ 1,500.00	\$ 69,000.00	\$ 1,202.00	\$ 55,292.00	\$ 1,202.00	\$ 55,292.00	\$ 1,202.00	\$ 55,292.00	\$ 1,598.60	\$ 73,535.60
27	Water Service Conenction 2-inch	1	EACH	\$ 3,000.00	\$ 3,000.00	\$ 2,390.00	\$ 2,390.00	\$ 1,800.00	\$ 1,800.00	\$ 1,606.00	\$ 1,606.00	\$ 1,606.00	\$ 1,606.00	\$ 1,606.00	\$ 1,606.00	\$ 1,998.95	\$ 1,998.95
28	Abandonment of Existing Water Mains and Appurtenances	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 11,360.00	\$ 11,360.00	\$ 13,500.00	\$ 13,500.00	\$ 9,844.00	\$ 9,844.00	\$ 9,900.00	\$ 9,900.00	\$ 9,844.75	\$ 9,844.75	\$ 52,383.10	\$ 52,383.10
29	Bioretention Basin	935	SF	\$ 40.00	\$ 37,400.00	\$ 11.80	\$ 11,033.00	\$ 36.50	\$ 34,127.50	\$ 40.00	\$ 37,400.00	\$ 5.19	\$ 4,852.65	\$ 36.20	\$ 33,847.00	\$ 80.95	\$ 75,688.25
30	Stamped Concrete Masonry Endwalls (Santa Monica Blvd)	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 52,000.00	\$ 52,000.00	\$ 45,510.00	\$ 45,510.00	\$ 100,000.00	\$ 100,000.00	\$ 18,544.00	\$ 18,544.00	\$ 84,898.80	\$ 84,898.80
31	Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	3	EACH	\$ 1,200.00	\$ 3,600.00	\$ 12											

Bid Date/Time: January 25, 2024/10:00 AM
Engineer's Job No. 212037.40

				Engineer's Estimate		Vinton		Globe		All Ways		Zignego		UPI		Veit	
No.	Item	Quantity	Unit	Unit Price	Total Price	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
62	Inlet Covers Type C	9	EACH	\$ 800.00	\$ 7,200.00	\$ 605.00	\$ 5,445.00	\$ 600.00	\$ 5,400.00	\$ 695.00	\$ 6,255.00	\$ 1,100.00	\$ 9,900.00	\$ 1,094.00	\$ 9,846.00	\$ 714.45	\$ 6,430.05
63	Inlets 3-FT Diameter	1	EACH	\$ 3,000.00	\$ 3,000.00	\$ 2,370.00	\$ 2,370.00	\$ 2,000.00	\$ 2,000.00	\$ 2,270.00	\$ 2,270.00	\$ 1,814.00	\$ 1,814.00	\$ 1,814.00	\$ 1,814.00	\$ 2,268.40	\$ 2,268.40
64	Site Grading	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 310,000.00	\$ 310,000.00	\$ 255,000.00	\$ 255,000.00	\$ 318,650.00	\$ 318,650.00	\$ 219,000.00	\$ 219,000.00	\$ 284,302.00	\$ 284,302.00	\$ 529,657.00	\$ 529,657.00
65	Removing Asphaltic Surface Milling	360	SY	\$ 25.00	\$ 9,000.00	\$ 13.95	\$ 5,022.00	\$ 14.25	\$ 5,130.00	\$ 17.00	\$ 6,120.00	\$ 13.95	\$ 5,022.00	\$ 15.00	\$ 5,400.00	\$ 15.75	\$ 5,670.00
66	Subgrade Removal and Replacement	756	CY	\$ 65.00	\$ 49,140.00	\$ 72.50	\$ 54,810.00	\$ 80.00	\$ 60,480.00	\$ 79.00	\$ 59,724.00	\$ 55.00	\$ 41,580.00	\$ 81.00	\$ 61,236.00	\$ 20.70	\$ 15,649.20
67	Adjusting Sanitary Manholes	10	EACH	\$ 1,500.00	\$ 15,000.00	\$ 965.00	\$ 9,650.00	\$ 2,500.00	\$ 25,000.00	\$ 1,480.00	\$ 14,800.00	\$ 1,700.00	\$ 17,000.00	\$ 1,674.00	\$ 16,740.00	\$ 1,587.20	\$ 15,872.00
68	Base Aggregate Dense 3/4-Inch	343	TON	\$ 30.00	\$ 10,290.00	\$ 40.00	\$ 13,720.00	\$ 39.00	\$ 13,377.00	\$ 36.00	\$ 12,348.00	\$ 30.00	\$ 10,290.00	\$ 40.00	\$ 13,720.00	\$ 44.55	\$ 15,280.65
69	Base Aggregate Dense 1 1/4-Inch	9,867	TON	\$ 20.00	\$ 197,340.00	\$ 19.50	\$ 192,406.50	\$ 21.50	\$ 212,140.50	\$ 23.60	\$ 232,861.20	\$ 27.00	\$ 266,409.00	\$ 21.75	\$ 214,607.25	\$ 38.75	\$ 382,346.25
70	Tack Coat	794	GAL	\$ 3.50	\$ 2,779.00	\$ 2.25	\$ 1,786.50	\$ 2.30	\$ 1,826.20	\$ 2.25	\$ 1,786.50	\$ 2.25	\$ 1,786.50	\$ 2.50	\$ 1,985.00	\$ 2.55	\$ 2,024.70
71	Incentive Density HMA Pavement	2,610	DOL	\$ 1.00	\$ 2,610.00	\$ 1.00	\$ 2,610.00	\$ 1.00	\$ 2,610.00	\$ 1.00	\$ 2,610.00	\$ 1.00	\$ 2,610.00	\$ 1.00	\$ 2,610.00	\$ 1.00	\$ 2,610.00
72	HMA Pavement 3 LT 58-28 S	2,121	TON	\$ 80.00	\$ 169,680.00	\$ 63.60	\$ 134,895.60	\$ 65.50	\$ 138,925.50	\$ 63.60	\$ 134,895.60	\$ 63.60	\$ 134,895.60	\$ 79.00	\$ 167,559.00	\$ 79.15	\$ 167,877.15
73	HMA Pavement 4 LT 58-28 S	1,142	TON	\$ 90.00	\$ 102,780.00	\$ 73.00	\$ 83,366.00	\$ 75.00	\$ 85,650.00	\$ 73.00	\$ 83,366.00	\$ 73.00	\$ 83,366.00	\$ 75.50	\$ 86,221.00	\$ 96.05	\$ 109,689.10
74	Asphaltic Surface	552	TON	\$ 150.00	\$ 82,800.00	\$ 82.50	\$ 45,540.00	\$ 85.00	\$ 46,920.00	\$ 82.50	\$ 45,540.00	\$ 82.50	\$ 45,540.00	\$ 85.00	\$ 46,920.00	\$ 93.20	\$ 51,446.40
75	Asphaltic Surface Patching	18	TON	\$ 200.00	\$ 3,600.00	\$ 234.00	\$ 4,212.00	\$ 241.00	\$ 4,338.00	\$ 234.00	\$ 4,212.00	\$ 234.00	\$ 4,212.00	\$ 242.00	\$ 4,356.00	\$ 264.35	\$ 4,758.30
76	Driveway Replacement, PCC	276	SY	\$ 100.00	\$ 27,600.00	\$ 90.00	\$ 24,840.00	\$ 115.00	\$ 31,740.00	\$ 78.75	\$ 21,735.00	\$ 150.00	\$ 41,400.00	\$ 92.00	\$ 25,392.00	\$ 73.45	\$ 20,272.20
77	Driveway Replacement, HMA	1,456	SY	\$ 70.00	\$ 101,920.00	\$ 28.00	\$ 40,768.00	\$ 41.00	\$ 59,696.00	\$ 27.00	\$ 39,312.00	\$ 27.00	\$ 39,312.00	\$ 28.00	\$ 40,768.00	\$ 73.45	\$ 106,943.20
78	Concrete Curb & Gutter 30-Inch Type D	68	LF	\$ 100.00	\$ 6,800.00	\$ 49.57	\$ 3,370.76	\$ 56.00	\$ 3,808.00	\$ 45.00	\$ 3,060.00	\$ 100.00	\$ 6,800.00	\$ 52.00	\$ 3,536.00	\$ 50.85	\$ 3,457.80
79	Concrete Sidewalk 5-Inch	774	SF	\$ 10.00	\$ 7,740.00	\$ 19.21	\$ 14,868.54	\$ 10.00	\$ 7,740.00	\$ 6.75	\$ 5,224.50	\$ 30.00	\$ 23,220.00	\$ 19.00	\$ 14,706.00	\$ 9.05	\$ 7,004.70
80	Curb Ramp Detectable Warning Field Yellow	245	SF	\$ 50.00	\$ 12,250.00	\$ 35.33	\$ 8,655.85	\$ 57.00	\$ 13,965.00	\$ 39.00	\$ 9,555.00	\$ 100.00	\$ 24,500.00	\$ 37.00	\$ 9,065.00	\$ 50.85	\$ 12,458.25
81	Stop Assembly	8	EACH	\$ 700.00	\$ 5,600.00	\$ 280.00	\$ 2,240.00	\$ 300.00	\$ 2,400.00	\$ 595.00	\$ 4,760.00	\$ 280.00	\$ 2,240.00	\$ 289.00	\$ 2,312.00	\$ 334.45	\$ 2,675.60
82	Pedestrian Crossing Assembly	2	EACH	\$ 800.00	\$ 1,600.00	\$ 280.00	\$ 560.00	\$ 300.00	\$ 600.00	\$ 1,200.00	\$ 2,400.00	\$ 280.00	\$ 560.00	\$ 289.00	\$ 578.00	\$ 334.45	\$ 668.90
83	Solar Powered Flashing Stop Sign Assembly	2	EACH	\$ 7,000.00	\$ 14,000.00	\$ 2,200.00	\$ 4,400.00	\$ 2,300.00	\$ 4,600.00	\$ 4,170.00	\$ 8,340.00	\$ 2,200.00	\$ 4,400.00	\$ 2,267.00	\$ 4,534.00	\$ 2,628.00	\$ 5,256.00
84	Solar Powered RRFB Assembly	4	EACH	\$ 6,000.00	\$ 24,000.00	\$ 5,890.00	\$ 23,560.00	\$ 6,100.00	\$ 24,400.00	\$ 6,820.00	\$ 27,280.00	\$ 5,890.00	\$ 23,560.00	\$ 6,068.00	\$ 24,272.00	\$ 7,035.90	\$ 28,143.60
85	Geogrid Type SR	2,270	SY	\$ 4.00	\$ 9,080.00	\$ 2.50	\$ 5,675.00	\$ 3.25	\$ 7,377.50	\$ 1.60	\$ 3,632.00	\$ 4.00	\$ 9,080.00	\$ 3.10	\$ 7,037.00	\$ 0.95	\$ 2,156.50
86	Marking Line Epoxy 4-Inch	2,045	LF	\$ 1.50	\$ 3,067.50	\$ 0.98	\$ 2,004.10	\$ 2.60	\$ 5,317.00	\$ 2.50	\$ 5,112.50	\$ 2.50	\$ 5,112.50	\$ 1.00	\$ 2,045.00	\$ 2.80	\$ 5,726.00
87	Marking Line Epoxy 8-Inch	62	LF	\$ 13.00	\$ 806.00	\$ 1.65	\$ 102.30	\$ 5.10	\$ 316.20	\$ 4.95	\$ 306.90	\$ 4.95	\$ 306.90	\$ 2.00	\$ 124.00	\$ 5.60	\$ 347.20
88	Marking Arrow Epoxy	1	EACH	\$ 325.00	\$ 325.00	\$ 305.00	\$ 305.00	\$ 130.00	\$ 130.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 315.00	\$ 315.00	\$ 141.20	\$ 141.20
89	Marking Railroad Crossing Epoxy	2	EACH	\$ 1,500.00	\$ 3,000.00	\$ 750.00	\$ 1,500.00	\$ 875.00	\$ 1,750.00	\$ 850.00	\$ 1,700.00	\$ 850.00	\$ 1,700.00	\$ 773.00	\$ 1,546.00	\$ 960.25	\$ 1,920.50
90	Marking Stop Line Epoxy 18-Inch	142	LF	\$ 16.00	\$ 2,272.00	\$ 16.50	\$ 2,343.00	\$ 12.00	\$ 1,704.00	\$ 11.25	\$ 1,597.50	\$ 11.25	\$ 1,597.50	\$ 17.00	\$ 2,414.00	\$ 12.70	\$ 1,803.40
91	Marking Crosswalk Epoxy Transverse Line 6-Inch	412	LF	\$ 12.00	\$ 4,944.00	\$ 8.25	\$ 3,399.00	\$ 4.00	\$ 1,648.00	\$ 3.75	\$ 1,545.00	\$ 3.75	\$ 1,545.00	\$ 9.00	\$ 3,708.00	\$ 4.25	\$ 1,751.00
92	Marking Crosswalk Epoxy Block Style 24-Inch	205	LF	\$ 22.00	\$ 4,510.00	\$ 20.10	\$ 4,120.50	\$ 15.50	\$ 3,177.50	\$ 14.95	\$ 3,064.75	\$ 14.95	\$ 3,064.75	\$ 21.00	\$ 4,305.00	\$ 16.90	\$ 3,464.50
93	Basin Seeding	868	SY	\$ 20.00	\$ 17,360.00	\$ 8.08	\$ 7,013.44	\$ 8.50	\$ 7,378.00	\$ 7.50	\$ 6,510.00	\$ 40.00	\$ 34,720.00	\$ 9.00	\$ 7,812.00	\$ 9.65	\$ 8,376.20
94	Lawn Restoration	11,502	SY	\$ 8.00	\$ 92,016.00	\$ 5.77	\$ 66,366.54	\$ 9.50	\$ 109,269.00	\$ 5.85	\$ 67,286.70	\$ 5.77	\$ 66,366.54	\$ 6.00	\$ 69,012.00	\$ 6.90	\$ 79,363.80

	Engineer's Estimate	Vinton	Globe	All Ways	Zignego	UPI	Veit
Engineer's Estimate of Cost	\$ 4,257,944.50						
Bidder's Proposal as read		\$ 4,456,654.63	\$ 4,042,456.90	\$ 3,547,229.15	\$ 3,812,167.04	\$ 3,545,457.00	\$ 4,465,829.10
Bidder's Proposal as corrected		-	-	-	\$ 3,798,604.94	-	-
ROADWAY	\$ 1,277,705.50	\$ 1,206,711.16	\$ 1,157,189.40	\$ 1,162,019.02	\$ 1,197,765.26	\$ 1,159,337.58	\$ 1,602,527.00
STORM SEWER	\$ 1,287,967.00	\$ 1,546,739.95	\$ 1,352,793.50	\$ 1,106,369.57	\$ 1,260,650.16	\$ 1,106,609.33	\$ 1,249,160.15
WATER MAIN	\$ 1,692,272.00	\$ 1,703,203.51	\$ 1,532,474.00	\$ 1,278,840.57	\$ 1,340,189.51	\$ 1,279,510.08	\$ 1,614,141.95



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 of Fox Point Village Board

From: Scott Brandmeier, Director of Public Works 

Through: Scott Botcher, Village Manager 

Date: February 6, 2024

Re: Recommendation for Acceptance of Proposal for 2024 Bradley Road-Road and Utility Construction Management and Inspection

The 2024 Road and Utility Improvement Project was bid on January 25, 2024 and the apparent low bidder is UPI LLC. Under the contract, UPI LLC is required to be substantially complete with the work by August 25, 2024

Typically, staff requests that the engineer who performed the design also serves as the construction inspector for the construction activities. Staff requested Baxter & Woodman to submit a proposal to perform the inspection services and they have submitted a proposal in the amount of \$215,770. Based on the proposal submitted, the field observation hours and fees (1,500 and \$166,500, respectfully) compose the bulk of the fees and equates to approximately 45-50 hours per week for inspection and administrative related activities.

After reviewing the contract, hours and average fee, I am of the opinion the proposal is fair and reasonable. As with the vast majority of our construction inspection contracts, Fox Point will only be invoiced for the hours actually incurred; so, if the contractor completes the work prior to the substantial completing date, the actual fees expended will likely decrease. Therefore, it is my recommendation that the Village award the construction management and inspection contract for the 2024 Bradley Road - Road and Utility Project to Baxter & Woodman and authorize the Village President and Village Clerk/Treasurer to sign the contract on behalf of the Village.



115 South 84th Street, Suite 220, Milwaukee Wisconsin 53214 • 414.257.3150 • baxterwoodman.com

February 7, 2024

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

***Subject: Village of Fox Point – Bradley Road Reconstruction Project
Construction Engineering Services***

Dear Mr. Brandmeier:

Baxter & Woodman is excited to provide construction-engineering services for the Village of Fox Point for the Bradley Road Reconstruction Project. Work will begin upon execution of this contract. The services are as follows:

LOCATION

The project is located on Bradley Road within the Village of Fox Point. The area for project includes the following:

<u>Roadway</u>	<u>Limits</u>	<u>Approximate Length</u>
Bradley Road	Port Washington Rd. to Lake Dr.	4,108 feet

PROJECT UNDERSTANDING

Bradley Road

Water main will be replaced by way of open cut and a jack-and-bore system under the Canadian Pacific Railroad. A Nyloplast Inline drainage system will be installed to upgrade drainage in public right-of-way. The road will be reconstructed with a walking path parallel to the road to improve vehicle and pedestrian traffic flow.

SCOPE OF SERVICES

Construction Engineering

1. PROJECT INITIATION

- A. Finalize and coordinate execution of Agreement, Contract Documents, Performance/Payment Bonds, and prepare Notice to Proceed. Receive Contractor insurance documents.
- B. Prepare construction documentation forms and coordinate these forms with the Village.
- C. Review contractor pre-construction submittals, including exchange CAD files, coordinate scheduling pre-construction conference with the contractor and Owner, and prepare a list of invitees and submit invite for pre-construction conference.
- D. Prepare agenda, attend, and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
- E. Assist the Village with letters (Village letterhead) to property owners located along the project segment. One letter for each owner, regardless of the number of properties.
- F. Prepare agenda, attend, and prepare minutes for the preconstruction public information meeting.

2. CONSTRUCTION ADMINISTRATION

- A. Act as the Village's representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
- B. Attend periodic construction progress meetings (frequency agreed to at pre-construction conference, assumed biweekly).
- C. Shop drawing and submittal review by Engineer shall apply only to the items required in the contract and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. The Village agrees the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. The Village further agrees the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
- D. Review construction record drawings, if needed, for completeness prior to submission to CADD.
- E. Prepare construction contract change orders and work directives when authorized by the Village.
- F. Review the Contractor's requests for payments as construction work progresses. Advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- G. Research and prepare written response by Engineer to request for information from the Village and Contractor.
- H. Project manager or other office staff visit site as needed.

3. FIELD OBSERVATION – FULL-TIME

- A. Engineer's site observation shall be at the times agreed upon with the Village. Engineer will provide Resident Field Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Village to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- B. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Village of the construction progress.

4. SUBSTANTIAL COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- B. Prepare Certificate of Substantial Completion.

5. COMPLETION AND PROJECT CLOSEOUT

- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- B. Review the Contractor's written guarantees and issue a recommendation for Notice of Acceptability for the Project by the Village.

- C. Review the Contractor's requests for final payment, and advise the Village of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- D. Prepare construction record drawings that show field measured dimensions of the completed work, which the Engineers consider significant and provide the Owner with CD or electronic copy within ninety (90) days of the Project completion.
- E. Provide construction-related engineering services including, but not limited to, General Construction Administration and Field Observation services at project completion.
- F. Coordinate transfer of electronic records to the Village's GIS consultant.

EXCLUSIONS

- 1. Construction Staking
- 2. Geotechnical Investigations or Material Testing

ENGINEERING FEE

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which will not exceed **\$215,770.00**. This cost includes Baxter & Woodman geospatial data collection services.

Village of Fox Point							
Plan Number: 212637							
Plan Name: Bradley Road Reconstruction							
Level 2	Level3	Labor Category	Employee	Planned Hrs	Planned Labor Bill	Reimb Allowance	Total Compensation
Overall Project Total				1,742.00	201,920.00	13,850.00	215,770.00
CS100 Project Initiation				6.00	1,100.00		
	CS450 Prepare Agreement						
		Engineer IV	Ryan Wallace	4.00	800.00		
		Construction Manager II	James Frederick	2.00	300.00		
CS105 Construction Administration				200.00	30,000.00		
	CS500 Attend Meeting						
		Construction Manager II	James Frederick	52.00	7,800.00	1500	
	CS501 Check and Review						
		Construction Manager II	James Frederick	4.00	600.00		
	CS502 Engineering Field						
		Construction Manager II	James Frederick	10.00	1,500.00		

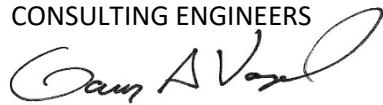
Village of Fox Point						
Plan Number: 212637						
Plan Name: Bradley Road Reconstruction						
CS503 Manage Project						
	Engineer IV	Ryan Wallace	20.00	3,000.00		
	Construction Manager II	James Frederick	20.00	3,000.00		
CS504 Prepare Response to RFI						
	Engineer IV	Ryan Wallace	8.00	1,200.00		
CS505 Prepare Pay Request						
	Construction Manager II	James Frederick	26.00	3,900.00		
CS506 Prepare Change Orders/Work Directives						
	Construction Manager II	James Frederick	8.00	1,200.00		
CS508 Visit Site						
	Construction Manager II	James Frederick	52.00	7,800.00		
CS110 Field Observation			1,500.00	166,500.00		
CS555 Observe Construction, Full Time						
	Engineer I	Matt Cerven	1,200.00	138,000.00	11600	
	Engineer Tech I	TBD	300.00	28,500.00	750	
CS115 Project Closeout			36.00	4,320.00		
CS560 Survey, Record Drawings						
	Construction Manager II	James Frederick	12.00	1,800.00		
	Engineer 1	Matt Cerven	12.00	1,380.00		
	CADD Tech I	Nathan Harvey	12.00	1,140.00		

Thank you for the opportunity to submit a proposal for this important Project. The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**

If you have any questions or need additional information, please do not hesitate to contact me at jfrederick@baxterwoodman.co, or 815-444-3343.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Gary A. Vogel, PE
Vice President



James Frederick
Wisconsin Construction Manager

Attachment

VILLAGE OF FOX POINT, WI

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Wisconsin Prompt Payment Law (s. 16.528 and 16.53 (2) (11)).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other’s employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days’ written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW’s design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW’s design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney’s fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW’s document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party’s non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

STATE OF WISCONSIN

VILLAGE OF FOX POINT

MILWAUKEE COUNTY

RESOLUTION 2024-XX

**RESOLUTION OF APPRECIATION
VILLAGE OF FOX POINT BUILDING BOARD**

WHEREAS, Architect Jeff Weber was a member of Fox Point Building Board for 10 years, from 2014 through 2024;

WHEREAS, Jeff Weber's wisdom, sense of fairness, and leadership were valued by all members of the Building Board;

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

WHEREAS, Jeff Weber's devoted and diligent service to the Village of Fox Point will be missed by all he served;

NOW THEREFORE, BE IT RESOLVED that the Village Board of the Village of Fox Point extends its sincere thanks to **Jeff Weber** for his service.

PASSED AND ADOPTED this ____ day of February, 2024.

Christine Symchych
Village President

Sara A. Bruckman, *CMC/WCMC*
Village Clerk/Treasurer